

Conveyance Deed

- | | | | |
|------------|---|---|--|
| 1- | Nature of Property | : | |
| 2- | Pargana | : | Shivpur |
| 3- | Mohalla/Mauza | : | Aidhe |
| 4- | Description of Property | : | |
| 5- | Unit of Measurement | : | Square Meter |
| 6- | Area of Property
(hereby sold) | : | (Proportionate undivided share in land) |
| 7- | Situation of Road | : | Road |
| 8- | More details | : | No |
| 9- | Type of Property | : | Commercial |
| 10- | Area of Property | : | sq.mtr. |
| | | | <u>S</u> |
| 11- | Total Covered area of
building | : | <u>A</u> sq.mtr. |
| 12- | Condition
(Finished/Semi-
finished/other) | : | <u>L</u>
<u>E</u> Finished |
| 13- | Valuation of Trees | : | |
| 14- | Boring/Well/others | : | <u>D</u> |
| 15- | Covered Area of Unit | : | <u>S</u> Super Built- up) & (Carpet Area) |
| | | | <u>E</u> |
| 16- | Year of Construction | : | |
| 17- | Membership of Society? | : | Yes |
| 18- | Sale Consideration | : | |
| 19- | Govt. Valuation | : | Rs. |
| 20- | Stamp paid | : | Rs. |

Boundary of property:

East :
West :
North :
South :

THIS INDENTURE OF SALE made on --- day of-----

Between

M/S WINSOME DEVELOPER PVT. LTD. (CIN no. U45200JH20088TCO13218-), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Kamala Apartment, near Taigor Hill, Gate Morahabadi, Ranchi, Jharkhand and its corporate office at Empire State Beside Trade & Facilitation Centre Chandmari, Bada Lalpur Varanasi 221003, (PAN - AAACW8617J), represented by its **Authorized signatory Managing Director Santosh Kumar Rana, S/o Daya Shankar Singh (Aadhar No. 5352 4557 3884) R/o Flat No. 102, H.R. WINSOME, B.38/113, TULSIPUR, CITY VARANASI, Mob. No. 8009482039** authorized vide board resolution dated 10/10/2019 hereinafter called the Land Lord/Builder/Developer (Which expression shall unless it to be repugnant to the context be deemed to mean and include their heirs and legal representative, Successor and assignees).

Vendor / First Party.

AND

MR. -----S/O ----- (Pan No. ----- Aadhar ----- R/O ----- Mob. No. -----

(hereinafter called the purchasers (which expression shall unless it to be repugnant to the context be deemed to mean and include their heirs and legal representative, Successor and assignees).

Purchaser / Second party

WHEREAS, Arazi No. 331, Area 1.5430 Hectare situated at Mauza Aidhe, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi is under absolute ownership & possession of Satya Prakash Pandey, Chandra Shekhar Pandey, Sunil Kumar Pandey S/o Late Sita Ram Pandey (Urf Makhadu), Shri Dhirmati Devi W/o Late Sita Ram Pandey D/O Late Harivansh Pathak Satya Prakash Pandey, Chandra Shekhar Pandey, Sunil Kumar Pandey S/o Late Sita Ram Pandey (Urf Makhadu), Shri Dhirmati Devi W/o Late Sita Ram Pandey D/O Late Harivansh Pathak R/o Village Aidhe, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi, regarding 167125.180 Sqft. land i.e. 15532.08 Sqmtr. from 1.5430 hect. of Arazi No. 331 situated in Village Aidhe, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi, which was registered in book no. I, Zild No. 10757, paged 179 to 248, at Sr. no. 6054 on 02-09-2022, in the office of sub registrar IV, Varanasi.

AND WHEREAS, on the basis of revenue records Satya Prakash Pandey, Chandra Shekhar Pandey, Sunil Kumar Pandey S/o Late Sita Ram Pandey (Urf Makhadu), Shri Dhirmati Devi W/o Late Sita Ram Pandey D/O Late Harivansh Pathak Satya Prakash Pandey, Chandra Shekhar Pandey, Sunil Kumar Pandey S/o Late Sita Ram Pandey (Urf Makhadu), Shri Dhirmati Devi W/o Late Sita Ram Pandey D/O Late Harivansh Pathak became absolute sole owner of property including absolute right to transfer of the said property and same is free from all encumbrances, debts, liens, charges, attachment and acquisition scheme.

WHEREAS: First Party had entered into a developer agreement dated 02-09-2022 with the owner of land Satya Prakash Pandey, Chandra Shekhar Pandey, Sunil Kumar Pandey S/o Late Sita Ram Pandey (Urf Makhadu), Shri Dhirmati Devi W/o Late Sita Ram Pandey D/O Late Harivansh Pathak Satya Prakash Pandey, Chandra Shekhar Pandey, Sunil Kumar Pandey S/o Late Sita Ram Pandey (Urf Makhadu), Shri Dhirmati Devi W/o Late Sita Ram Pandey D/O Late Harivansh Pathak R/o Village Aidhe, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi, regarding 167125.180 Sq.ft. land i.e. 15532.08 Sq.mtr. from 1.5430 hect. of Arazi No. 331 situated in Village Aidhe, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi, which was registered in book no. I, Zild No. 10757, paged 179 to 248, at Sr. no. 6054 on 02-09-2022, in the office of sub registrar IV, Varanasi. As per said developer agreements dated 02/09/2022 the First Party Developer/Promotr is entitled to 55% of the total area and the remaining 45% belonged to the Land Owner . It is clarified that the present agreement for sale deed is for the area mentioned in Schedule „B“ of this deed, from that 55% reserved and belonging to the First Party Developer . It is also clarified that the total land area of the entire (55%+45%) above referred is 15532.08 Sq.mtr which is more fully detailed and described in Schedule "A"

The 14239.01.sq mtr..of the said Land after providing for road widening is earmarked for the purpose of commercial building as project comprising Block Shopping Mall Building having B1+B2+G+4 Floors commercial Units

and the said project shall be known as " BLISS EMPORIO" approved by V.D.A, Varanasi and also complying with all necessary formalities and provisions of the relevant acts for the purpose.

AND WHEREAS the first party having absolute right title and interest of the aforesaid property and the same is free form all encumbrances, debts. Liens, Charges and attachment and is in marketable condition and have absolute rights to transfer the said property.

AND WHEREAS the purchaser expressed his/her desire to purchase a super built-up **Unit No. ---- having Super Built-up area ----- sq.ft. i.e.----- sq.mtr. & Carpet area----- sq.ft. i.e.----- sq.mtr. on Floor along with Stilt Parking in the** said Shopping Mall Building.

AND WHEREAS the first party has allotted the said unit to the purchaser. The unit hereinafter referred to as the said unit and matter of Indenture of sale super built-up, as per the terms and conditions contained in the Allotment Letter.

NOW, THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS:-

- 01- That the flat detailed and described in the Schedule-B of this sale deed sold is being today for **Rs. ----- (Rupees only)** included all taxes in favour of the aforesaid purchaser and the purchaser has paid full sale consideration to the Vendor as detailed per MEMO OF SALE consideration. The Vendor do hereby sell, transfer, assign unto purchaser the **Unit No.---- on---- Floor** in the said building, details of which are given in the Schedule-B and for better clearness delineated in the plan annexed with this deed.
- 02- That the area include the whole area under periphery area of common services facilities staircase, verandah, balcony, etc. detailed description of which has been given in the deed, and all rights, title interest and easement belonging to the said unit shall be hold by the purchaser and his/her/their representatives absolutely.
- 03- That the unit hereby sold and transferred in free from all encumbrances, lispence, charges liens and attachments whatsoever and the Vendor have not done anything whereby the said property is/or many be under charge, entitled, claims, estate of otherwise in prevented terms, conveying of assigning the said property and vendor have every right to transfer the said unit, and all the taxes and rates in respect to the said flat has been paid and cleared by the vendor up-to date of sale.
- 04- That the vendor have agreed to save harmless and keep indemnified, the purchaser form and against all losses, expenses and costs incurred or suffered by any act or omission to the vendor effecting in any manner, the property of title hereby conveyed and warranted.
- 05- That the vendor further agreed that, at the request of the purchaser shall do or cause to done anything necessary of reasonable for the purpose or more fully assuring selling, transferring or giving full complete effects to the true meaning and intent to these present
- 06- That the vendor has put the purchaser in possession of the property hereby sold and transferred of howsoever otherwise the same may be described.
- 07- That except in respect to the particular unit and its common facilities, the purchaser will have no claim, right title or interest on any open or other spaces which shall remain the property of the Vendor.

- 08- That since the unit hereby sold⁵ is the part to the Shopping Mall Building , for the benefit of all the owners and occupiers of the Building.
- 09- The purchaser hereby agreed and undertake that purchaser will not:
- 9.1 Use the said unit for any purpose other than for commercial purpose.
- 9.2 Occupy, interfere, hinder or keep and store any goods, furniture etc. in the common space, entrances and staircases of the Mall Building.
- 9.3 Throw dirt, rubbish, rage or refuse or permit the same to be thrown or accumulated in any portion of building of Mall Building.
- 9.4 Use the unit for any illegal or immoral purposes or in any manner which is nuisance or cause nuisance to the occupiers of the other unit owners in the Mall Building.
- 9.5 Store in the said unit any goods of hazardous of combustible nature or which are so heavy as to affect the structure of the Mall Building.
- 9.6 Do not suffer any thing to be done in or about the said unit which may cause of tend to cause any damage to any other portion over or below of the said unit or on the adjacent to the said unit or in any manner interfere with the use and rights and enjoyment thereof or of any open space/ passage or amenities available for common use.
- 9.7 Close or permit the closing of lounges or common passage and shall also not alter or permit any alteration in the elevation and outside colour scheme of the exposed wall of the lounge or any external of the Mall Building.
- 9.8 At any time demolish or cause to demolished the said unit or any part thereof.
- 10 That the purchaser further undertakes to:
- 10.1- Keep the common area and compound of the said Mall Building neat and clean and in proper condition.
- 10.2- Maintain the Shopping Mall Building good condition, state order and shall abide all laws, bye-laws, rules and regulations of the Government, Development Authority or local body as well as with the rules and by-laws framed by the society of the Shopping Mall Building.
- 10.3- Keep the Shopping Mall wall, partition walls and other fittings and fixtures and Shopping Mall thereto in good working condition and in good tenable repair and conditions and in particular so as support shelter and protect the Shopping Mall as a whole, the purchaser will be liable to pay all taxes and charges in proportion to area of construction of the unit with the total constructed area of the commercial building .
- 10.4- Have its own electricity and telephone connection and shall pay for all such charges.

- 10- That for proper maintenance of the entire commercial building, the purchaser/ occupiers of unit shall form a society and in this respect the purchaser shall sign all necessary documents required for the purpose of formation and/or registration of such society or association. Perform all rules and regulations of the society or association made from time to time.
- 11- That in the commercial building, out of which the unit is being sold, common portion shall include Staircase, lobbies, lift and corridors, Common paths, passages, driveways, boundary walls, main gate, all beams, foundations, columns and supports, drain and Sewerages and all pipes ducts and other installations, except those are installed within the exclusive area of the unit hereby sold and common electrical Installations, transformer and all electrical wiring and other fittings in the area excluding those fittings, which are installed within the unit hereby sold and common Guard living area, Deep Tube-well and its installation, water pump, pump room installation, water reservoirs, common plumbing installations.
- 12- Notwithstanding any clause/term and conditions contained in this deed, the term and conditions of the deed shall be governed by the provision of RERA (Real Estate Regulation and Development Act 2016) and the U.P. Apartments Act 2010 and Statutory provisions as applicable from time to time.
- 13- That in case commercial building is damaged due to any reason, the purchaser will be entitled to proportionate area of unit and further unit may be constructed thereon by the unit owner association.
- 14- That the second party will not have the right to create any kind of obstruction in the above joint land (common portion) by making any temporary or permanent construction etc. or will it do any such work in the common portion which will cause any damage to the commercial building.
- 15- That the Second Party will not demolish the unit it has purchased so that the entire commercial building collapses, or will not make any new construction, alteration or addition in the common portion, but the Second Party will keep the unit it has purchased in a completely good condition and will be able to get repairs done as required.
- 16- That the rights of the purchaser will be transferable and heritable; however the transferee or legal representatives of the purchaser will be bound by the covenants herein contained to be observed by the purchaser.
- 17- That the purchaser have examined and inspected and/or otherwise satisfied herself/himself about the shopping mall building plan, title deed and site and is desirous of acquiring a unit in the said commercial more fully described in the Schedule of this deed.
- 18- That the purchaser shall get his name mutated on proportionate land

and unit separately through competent authority. Till separate assessment of each unit is not made the purchaser shall be liable to pay all taxes and charges in proportion to area of construction of the unit to the vendor. The purchaser is liable to pay the maintenance charges to the vendor till formation of maintenance society.

- 19- That all expenses for stamp, registration and other legal expenses have been borne by the purchaser.
- 20- That the shopping mall building consisting **B1+B2+G+4**. That unit hereby sold on----- **Floor**.
- 21- That the vendor and purchaser is Indian citizen and not belong to Schedule Caste or Schedule Tribe Caste.
- 22- That The sold unit is being purchased for shopping mall use. and the unit hereby sold is not located on any identified road.

SCHEDULE-A

All THAT PIECE AND PARCEL of land measuring the total area measuring 167125.180 Sq.ft. land i.e. 15532.08 Sq.mtr. covered under Arazi No. 331 situated in Village Aidhe, Pargana Shivpur, Tehsil Sadar, Distt. Varanasi, butted and bounded as follows

East :
 West :
 North :
 South :

SCHEDULE-B

Unit No. ----- on ----- Floor of "BLISS EMPORIO", having Super Built-up area ----- sq.ft. i.e.----- sq.mtr., & Carpet area ----- sq.ft. i.e.----- sq.mtr. with undivided share in the land having area of ----- sq.mtr., Arazi no 331, situated at Mauza Aidhe, Pargana Shivpur, Tehsil Sadar, District Varanasi bounded by: _

East :
 West :
 North :
 South :

SCHEDULE OF PAYMENT

MEMO OF CONSIDERATION

Mode of Payment	Dated	Amount
Total		

IN WITNESS WHEREOF the vendor hereunto has executed this deed of sale in favour of vendee/purchaser on the day, month and year first above written in presence of witnesses.

Calculation of Proportionate land:

Total Land x Super built-up area of the unit hereby sold Shopping Mall (sq.mtr.)

Total built up area of the (sq.mtr.)
= **Proportionate land (sq.mtr.)**

Note:- Value of property as per Circle rate is as under:

Value of structure of super built up area of the said unit-

Grand Total=

Sale value is more than Govt. Value therefore Stamp duty has been paid on sale consideration Rs.

(In which Rs.----- of E-Stamp Certificate no. **IN-UP****W**
on 00-
00-0000)

WITNESS:

1. Name:

Father's Name:

Address:

Mob. No.:

Occupation:

Signature:

2. Name:

Husband Name:

Address:

Mob. No.:

Occupation:

Signature: