



PROFORMA OF CONVEYANCE DEED

This Deed of Sale (CONVEYANCE DEED) made at _____ on this _____ day ____ of 2022

M/s Shivakashi Homes Private Limited (CIN U70109UP2020PTC132703) company registered under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares, having its principal place at 492ka and 492kha at. VILL-Madhva(shivpur) , Tehsil-Varanasi(U.P.) - (PAN No. AXXXXXXXXN), represented by its authorized Director, Narayan Dutt Tiwari , (Aadhar no. XXXX-XXXX-XXXX) , authorized vide _____, hereinafter referred to as the "Seller" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

(If the Purchaser is a company) (CIN no. _____) a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Purchaser"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees).

OR

(If the Purchaser is a Partnership) _____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place at _____ (PAN _____), represented by its authorized Partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest,



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executors, administrators and permitted assignees, including those of the respective partners).

OR

(If the Purchaser is an Individual) Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees)

OR

If the Purchaser is a Hindu undivided family (HUF)] Mr. _____, (Aadhar no. _____) son _____ of aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /residence at _____ (PAN _____), hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

The Seller and Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

The Seller is the absolute and lawful owner of the measuring _____ vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar; and for the balance part of land measuring is based on the consent of the land owners, with Khasra numbers _____ as per the mutation for the year _____. Thus the total land for the project admeasuring _____ square meters situated at Village _____ ("said land").



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The said land is earmarked for the purpose of building a residential project, comprising _____ Villas is known as _____ ("Project"); AND WHEREAS the seller is sound and disposing mind, without undue influence, coercion or fraud and for legal requirements and necessities has agreed to sell and transfer the said Plot unto the purchaser for a total sale consideration of Rs. _____ /- (Rupees) and the purchaser has also agreed to purchase of above said Plot for the above mentioned sale consideration.

NOW THIS SALE DEED WITNESSETH AS HEREUNDER:

1. That the entire sale consideration amount of the above said Plot amounting to Rs. _____/- has been received by the Seller from the purchaser, as full and final sale consideration of the above said Plot, prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the Seller, The details of the payment is given as hereunder:

S.no	Particular	Amount	Date

2. That the Seller has handed over the actual, physical, vacant possession of the said Villa unto the purchase and the purchaser has taken the possession and he/she is in possession of the same.
3. That in consequences of the aforesaid consideration, the said Plot is hereby conveyed to the purchaser and purchaser shall hereinafter hold, possess use, utilize the said Villa hereby conveyed as absolute owner thereof at all time and from time to time without any interruption by the Seller or any other person claiming through or under the Seller.
4. That the Seller hereby undertake and agree to get the above said Plot mutated in the name of purchase in all relevant revenue recorded and/or in any other records of any authority concerned and the Seller shall sign any or all documents required in this



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behalf and/or the purchaser get mutation at his own level on the basis of this sale deed even in the absence of the Seller.

5. That the said Plot sold hereby is free from all sort of encumbrances such as sale, mortgage, litigation, disputes, attachment, acquirement, charges, claim etc and the Seller has subsisting right to sell, transfer and convey the same in any or all manners.
6. That the Seller hereby undertake to indemnify the purchaser in case any defect in the title of the Seller is found of the above said Plot.
7. That the purchaser has right to use in common any or all casement rights, common path , common stairs, common passage, common sewage, drainage etc.
8. That the Seller is liable to pay all taxes and charges of the said Villa upto the date of registration of the sale deed and thereafter all such taxes and charges shall be paid and borne by the purchaser.
9. That the purchaser has borne all expenses of stamp duty, Registration fee and legal charges in respect of this sale deed.
10. That has right to use, utilize, hold, sell and transfer the said Villa in any or all the manners and the purchaser has right to use the plot in all manners.
11. That the purchaser has the proportionate right in the land and the event of any natural calamity like fire, earthquake, flood and the said building collapse or is materially, damaged then in that event the purchaser above named shall have a right to reconstruct the same and he shall have right to raise pillars, beams etc, from the land and/ the said Plot and the Seller, his legal heirs, other transfers or assigns shall have no right to object in any manner whatsoever it may be.
12. That the PURCHASER shall have every right to get new electric, water, sewer connection(s) or may get transferred and/or changed in his/their own name in the



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records of Department/Authority concerned on the basis of this deed without any further consent of the seller.

13. The purchaser shall not do any illegal activities in the above said plot which are against the rules which may cause damages/loss to the neighbors and the other Plots of the Project. PROVIDED ALWAYS AND it is hereby agreed that wherever and whenever such interpretation would be requisite to give the fuller possible scope and effect or any contract or covenant herein contained. The expression, seller and purchaser include their heirs, executors, administrators, legal representatives and assigns language and it is hereby declared by both the parties that in any case the interpretations of this sale deed in considered necessary the English language drafting shall prevail of all intents and purposes.

IN WITNESS whereof, it is declared by the Seller and the Purchaser that this sale deed has been drafted by the advocate on their instructions and after satisfying the same in their Vernacular, the seller and purchaser have signed and executed this sale deed on the day, month and year, first hereinabove written in the presence of the Seller and Purchaser.

WITNESSES

1.

SELLER

2.

PURCHASER



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