#### Total Consideration Rs. 18,00,000/- (Rupees Eighteen Lakhs only)

RESIDENTIAL PRAKOSHTH NUMBER C-609 IS SITUATED AT THE BUILDING 'IRIS TOWER'

UNDER CONSTRUCTION ON THE BLOCK C SITUATED IN THE COLONY "IRIS PARK"

SITUATED AT VILLAGE TALAWALI CHANDA TEHSIL & DISTRICT INDORE (MP)

# !! Shri !! CONVEYANCE/SALE - DEED

This DEED OF CONVEYANCE/SALE is made at INDORE on \_\_\_\_\_\_ by -

### 1. SHREE ROYAL INFRATECH.

(a Partnership Firm having its office at-: 165/1/2, Talawali Chanda, Indore (Madhya Pradesh) through its Partner /Authorised Signatory Shri Bharat Jain S/o Shri Premchand Ji Jain Address -: G- 35 & 36, Lokhandwala Complex, Goyal Nagar Indore (M.P.) (PAN-ABUFS1225N), duly authorized letter Dated 28/07/2017 issued by the all the partners of the firm (hereinafter referred to as the **LAND OWNER** which express shall unless it be repugnant to the context shall include there, successors in interest, executants, administrator, attorney)

# 2. <u>VISHWATAMAK OM GURUDEV AND COMPANY.</u>

(a Partnership Firm having its office at-: 165/1/2, Talawali Chanda, Indore (Madhya Pradesh) through its Partner /Authorised Signatory Shri Bharat Jain S/o Shri Premchand Ji Jain Address -: G- 35 & 36, Lokhandwala Complex, Goyal Nagar Indore (M.P.) (PAN-AAJFV1404G), duly authorized Letter Dated 28/07/2017 issued by the all the partners of the firm (hereinafter referred to as the **LAND OWNER** which express shall unless it be repugnant to the context shall include there, successors in interest, executants, administrator, attorney)

#### 3. AADISH VENTURE PRIVATE LIMITED.

(a company registered under the provision of the Companies Act, 1956) having its Registered office at-: 102-C, Sainath Colony, Indore (M.P.) and site office at-: 165/1/2, Talawali Chanda, Indore (Madhya Pradesh), through its Director Shri Bharat Jain S/o Shri Premchand Ji Jain Address -: 165/1/2, Talawali Chanda, Indore (PAN-AAHCA5433B), duly authorized vide Board Resolution dated 28.07.2017 passed by the Board of Directors (hereinafter referred to as the **LAND OWNER** which express shall unless it be repugnant to the context shall include there, successors in interest, executants, administrator, attorney) of the **SELLERS / FIRST PART:** 

#### **AND**

Mr. Dheeraj Singh S/o Mr. Shambhu Singh, (PAN - \_\_\_\_\_)
Residing at-: 22, Laxmi pura, Dewas (M.P.)

Hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context or meaning be deemed to mean and include his/her/their heirs, executors, administrators, successors and assigns) of the **SECOND PART**:

# **WHEREAS**

- 1. That, the LAND OWNER **SHRI ROYAL INFRATECH** is the sole & absolute owner and possession holder of Land admeasuring 1.685 Hectare (16850 square meter) situated on Survey Nos. 165/1/2/Min-3 & 165/1/2/3 of village Talawali Chanda, Tehsil & District Indore (M.P.).
- 2. That, the LAND OWNER **SHRI ROYAL INFRATECH** has purchased the aforesaid land admeasuring 1.685 Hectare vide registered sale deeds No. 1A/3992 dated 01-11-2011 & 1A/4016 dated 01-11-2011 executed in its favour and accordingly the land owner has acquired clear and marketable right, title & interest on the said land and has got its name mutated in the revenue records as evident of Bhoo-Adhikar Avam Rin –Pustika No. L-I-987620.
- 3. That, the LAND OWNER **VISHWATAMAK OM GURUDEV AND COMPANY** is the sole & absolute owner and possession holder of Land admeasuring 0.874 Hectare (8740 square meter) situated on Survey Nos. 165/1/2/Min-1 of village Talawali Chanda, Tehsil & District Indore (M.P.).
- 4. That, the LAND OWNER **VISHWATAMAK OM GURUDEV AND COMPANY** has purchased the aforesaid land admeasuring 0.874 Hectare vide registered sale deeds No. 1A/4111 dated 09-11-2011 executed in its favour and accordingly the land owner has acquired clear and marketable right, title & interest on the said land and has got its name mutated in the revenue records as evident of Bhoo-Adhikar Avam Rin –Pustika No. L-I-987634.
- 5. That, the LAND OWNER **AADISH VENTURE PRIVATE LIMITED** is the sole & absolute owner and possession holder of Diverted Land admeasuring 0.810 Hectare (8100 square meter) situated on Survey Nos. 165/1/2/2 Paiki, 165/1/2/2 Paiki, 165/1/2/2 Paiki, 165/1/2/2 Paiki, 165/1/2/2 Paiki, of village Talawali Chanda, Tehsil & District Indore (M.P.).
- 6. That, the LAND OWNER **AADISH VENTURE PRIVATE LIMITED** has purchased Diverted land admeasuring 0.810 Hectare vide registered sale deeds E-Registration No. MP179142017A1362758 dated 29-06-2017, E-Registration No. MP179142017A1362789 dated 29-06-2017, E-Registration No. MP179142017A1506472 dated 01-09-2017, E-Registration No. MP179142017A1506476 dated 01-09-2017 & E-Registration No. MP179142017A1506480 dated 01-09-2017 executed in its favour and accordingly the land owner has acquired clear and marketable right, title & interest on the said land.
- 7. That, the LAND OWNER for developing the Township has obtained the development permission from the office of Sub Divisional Officer (Revenue) Collector Indore vide Permission No. 24/2012 dated 05-04-2012 and also amended Development Permission No. is 2215/colony cell/17 dated 11.08.2017 from the office of Commissioner, Indore Municipal Corporation, Indore. The Land Owner has also obtained RERA Registration no. P-IND-17-652 dated 27/09/2017 of the said Township and Iris Park Phase II RERA Registration no. P-IND-19-2378 dated 01/10/2019.
- 8. That, the LAND OWNER for the purpose of the developing a composite Township on the said Land has taken a colonizer's certificate/license from from the office of Commissioner, Indore Municipal Corporation, Indore, vide certificate No. 1001/2017 dated 08-05-2017.
- 9. That, the LAND OWNER for developing the Colony has also taken sanction layout of the said Colony from Joint Director, Town and Country Planning's Office Indore vide Sanction Memo No. Ref./1357-1363/SP-661/11/TCP/2012 dated 15-03-2012 AND also

amendment Sanction Memo No. Ref./3041/INDLP-3423/17/DMM/TCP/2017 dated 25-04-2017.

- 10. That, the LAND OWNER has for the purposes of establishing the Residential Colony on the said lands and for development of Residential Plots has got the diversion of the said land for residential use u/s 172 of Madhya Pradesh Land Revenue Code, 1956 from The Sub –Divisional Officer (SDO), Revenue, Tehsil & District Indore vide order dated 31-03-2012 passed in case No. 253/ A -2 / 2011-12.
- 11. That, the LAND OWNER upon receiving all permission the LAND OWNER has started development of the Residential Colony in the name and style of "IRIS PARK" comprising of Various Residential Plots situated under various survey No.s 165/1/2/3, 165/1/2/Min-3, 165/1/2/Min-1, 165/1/2/2 Paiki, 165/1/2/2 Paiki, 165/1/2/2 Paiki, 165/1/2/2 Paiki, 165/1/2/2 Paiki, 165/1/2/2 Paiki, total admeasuring area of land is 3.369 Hac, in village Talawali Chanda Teh, & Dist, Indore (M.P.). (As per Layout Plan of the Township). {Hereinafter the LAND OWNER are collectively referred to as "SELLERS"}.
- 12. As per the Lay-out approved by the Joint Director, Town and Country Planning Indore vide its Letter Number 1978 dated 29/08/2012, the multistoreyed building construction is sanctioned vide Permission Letter Number 09/51 dated 02/09/2012 by the Office of the Village Panchayat Talawali Chanda, Tahsil and District Indore for building construction on the aforesaid land. Thereafter for the building construction on the Multi Eveling Block C in the aforesaid colony, there has been sanctioned the Map by the Indore Municipal Corporation, Indore vide its Dakhla Number 3105/IMC/Z08/W35/2019 dated 21/6/2019.
- 13. Thus, after the Map sanctioned from the Indore Municipal Corporation, Indore, by the Seller Party there has been started the construction work of residential building on the Block C situated in the aforesaid residential colony 'IRIS PARK' There has been made put the name of 'IRIS TOWER' of the residential building under construction on the Block C area 4001.30 Square Meters, for which sake by the Seller Party having executed this deed there has been got registered it under the provisions of the Madhya Prakoshth Swamitva Adhiniyam 2000, the Registration Number of which is MP179142019A1586806 19/08/2019. dated And Amedmend No. MP179142022A11093585 dated 03/11/2022.
- 14. Residential Prakoshth (Flat) mentioned in the aforesaid under construction building 'paiki' (part/portion) in hereinafter written paragraph 15 is of the ownership of the Seller Party, for which the purchaser party have made the offer of purchasing it from the Seller Party, thereby the seller party have hereby sold the aforesaid Prakoshth (Flat) having transferred by way of sale and in consequence of the consideration (sale value) to you the purchaser party, having executed this Sale Deed is hereby get registered in the interest of you purchaser party.
- 15. Detailed description and boundaries of the sold residential prakoshth (flat):-

Residential **Prakoshth Number C-609** is situated at **Sixth Floor** of the building **'IRIS TOWER'** under construction on the Block C situated in the Colony **"IRIS PARK"** developed on the land of Survey 165/1/2/Min-3 and 165/1/2/3, 165/1/2/Min-1, 165/1/2/2 'paiki' (part), 165/1/2/2 'paiki' (part), 165/1/2/2 'paiki' (part), 165/1/2/2 'paiki' (part), situated at village Talawali Chanda, Tahsil and District Indore, the built up area of which is **627.738 Square Feet that is to say 58.34 Square Meters.** Partition walls in the aforesaid prakoshth (flat) being of common use, there are not included the rights of roof. Arrangement of exit of the aforesaid prakoshth (flat) would

be remaining from the Main Road of the building passing through the common passage and staircase of the building. To the aforesaid prakoshth (flat)for the sake of convenience and brevity hereinafter in this deed called as the 'Aforesaid Property', the boundaries of which are as under:-

In the East : Corridor then Flat No. C-610

In the West : Flat No.C-608
In the North : Open to sky
In the South : Corridor

16. That, the seller party having hereby sold to the residential prakoshth (flat) mentioned in the aforesaid paragraph number 15 along with its all the ownership, proprietary rights, titles and rights to you purchaser party for a sum of total value of **Rupees 18,00,000/-** (**Rupees Eighteen Lakhs only**) thereby the seller party received the entire amount of the sale consideration (sale value) from the purchaser party as under:-

**Total** 18,00,000/- (Rupees Eighteen Lakhs only)

Now there is not remaining rest even any amount to be received in regard to this sale transaction and consideration (sale value).

- 17. That, as the seller party having hereby sold to the prakoshth (flat) mentioned in the aforesaid paragraph 15 by way of sale method and in consequence of the consideration thereby transferred it and accordingly the possession of the sold prakoshth would be given by the seller party after having completed the construction work of prakoshth by the possession letter to the purchaser party.
- 18. That, through the aforesaid transfer/sale there is not becoming the violation of any provision/s of the Madhya Prdesh Vinirdisht Bhrasht Acharan Niwaran Adhiniyam 1982.
- 19. That, as by the seller party hereby having sold the aforesaid prakoshth (flat) to you purchaser party, thereby all the titles, proprietary rights, rights vested in the seller party and their beneficiaries in regard to its ownership having transferred are vested in you purchaser party by this sale deed. You purchaser party can to make the residential use, occupation and transfer of the aforesaid property, wherein there would not be any claim or objection to the seller party or their heirs.
- 20. That, the seller party hereby declared that, the prakoshth (flat) hereby sold to you purchaser party is being free from all kinds of burdens, encumbrances and transfer hence the aforesaid property is fully free from burdens and encumbrances.
- 21. That, there would be remaining the right to you purchaser party for making the use, occupation of common passage, staircase, common parking place, equipments and instruments, tubewell etc. of this building jointly along with the other residential prakoshth owners of this building. By you purchaser party there would not be made/conducted even any such encroachment or transaction on the aforesaid easements due to which there may be causing the inconvenience to the aforesaid other prakoshth owners and there be arising the obstruction to their rights.

- 22. That, you purchaser party may not to make any such addition, alteration or newly construction in the columns, beams, roof and partition walls of this sold prakoshth, due to which there may be resulting the damage to the soundness and appearance of the building, there may be causing the inconvenience to the prakoshth holders of upper and below portion and there may be arising the damages to their rights. If there is found proved there having committed any such act on behalf of you purchaser party then the liability of its damages and compensation would be remaining of the purchaser party.
- 23. That, you purchaser party at your own expenses may get to be done the insurance for the aforesaid sold prakoshth and in future in case of there being undergone/ the building due to the natural reasons, then there would be attained the right to you purchaser party for making the construction on the fixed area and at the sold place as per the then prevalent Rules.
- 24. That, the aforesaid prakoshth (flat) is of residential use, its commercial use is restricted. Likewise in the aforesaid property there may not to be operated and conducted the illegal activities, intoxicating substances material, country and foreign liquor wine, Hotel, Bar, etc. functions.
- 25. That, the seller party at their own accord may to make the use/occupation of the roof at the upper of last storey of the aforesaid building. If in future on there having to be attained the sanction/permission of additional construction on the roof from the Municipal Corporation Indore to the seller, there is to be made the construction by the seller, then the purchaser will not have the right to raise any objection neither personally and nor even in the form of member of residential committee.
- 26. That, the seller party would to conduct/perform the maintenance of the 'IRIS TOWER' building, and all the prakoshth holders/owners of the building will have to regularly pay and deposit the fixed maintenance per month, wherein there having to be committed the irregularity in paying the maintenance by any prakoshth holder, then to the Building Maintenance Society there would be remaining the right of conducting the legal proceedings against the defaulter prakoshth holders. After the sale of all the prakoshths (flats) then all the residents having to join may to make the set up of the Maintenance Society.
- 27. That, if in future there is to be conveyed or transferred to the sold prakoshth by the purchaser party by any manner/method or there is to be made any arrangement, then in that condition the purchaser party will have to fully pay all the maintenance charges payable to the Building Maintenance Society and all the dues of the concerned Government Departments in regard to the aforesaid property, and there will have to obtain the No-Dues Certificate from the Maintenance Agency in this regard, and the person/s attaining the interest in the aforesaid property would be remaining bound for making the compliance of the conditions mentioned in this deed.
- 28. That, the sold aforesaid property is of the ownership of the seller party. In future, there is to be found any kind of dispute or defect/drawback for the period before the registration date of this sale deed in regard to the ownership of the seller party then the entire liability/responsibility of the disposal thereof would be remaining of the seller party. Due to this reason there would not be caused any kind of expenses or damages to you purchaser party.
- 29. That, all the Government Taxes, Property Tax of Municipal Corporation, proportionate diversion tax, Panchayat Cess, Dues of the Building Maintenance Society, Dues of

Madhya Pradesh Electricity Board, and water charges of Municipal Corporation and all the balance arrear dues of the concerned departments etc. payable in regard to the aforesaid property whichever may be, the liability of making the payments thereof would be remaining of the seller party till the property booking date, and thereafter the liability of making its payment would be of purchaser party. And the purchaser party at their own expenses will have to obtain the Narmada water connection and Line connection in their own name.

- 30. That, the prakoshth owners/prakoshth holders or their title receivers will not have to conduct any kind of any such act in the sold prakosth, which may be against the Government Policy and Public Policy and against the interest of public in general, and they will not have to make any collection/storage in the sold portion, due to which there may be arisen any danger to the building and danger to the life of other prakoshth holders of the building and the comers coming in the building, and they may not to instal/establish any such machinery in the sold portion, due to which there having arisen the sufficient noise/nuisance there may be causing the damage to the firmness/stability and appearnace of the building.
- 31. That, in regard to the ownership of the aforesaid prakoshth, you purchaser party may get to be done your mutation at your own expenses in the concerned departments and in the records of the property tax departments of the Municipal Corporation, and in all such proceedings there would be provided the full cooperation by the seller party.
- 32. That, the purchaser party may to obtain the loan having to keep the aforesaid prakoshth (flat) under mortgage in any financial institution, bank and government financial office etc.
- 33. That, there would not be remaining the right to the prakoshth owners of the building to put hange any kind of Board of their names or anyother signboard, advertising board, commercial board, banner on the Main Front Elevation of the building.
- 34. That, the seller party has given the phto copies of all the documents of ownership of the aforesaid property to the purchaser party, and the purchaser party having got done the legal examination of these documents and technical inspection of the building construction exactly only after their satisfaction there has been purchased the aforesaid property.
- 35. That, the entire expenses to be spent/involved in this sale deed such as Stamp Duty, Registration Fee etc. expenses have been borne by the purchaser.
- 36. That, the Seller Number 3 which being the Pvt. Ltd. company and the Seller numbers 1 and 2 partnership firm through its partner Seller number 3 and its Director Shri Bharat Jain S/o Late Shri Premchand ji Jain there has been authorised in the Meeting dated 28.07.2017 of the Board of Directors of the Company for making the execution and getting to be done the registration of the sale deed.
- 37. That, in this Sale Deed there is remaining the inclusion of the Seller themselves and their all the partners, directors, executants, administrators, representatives, heirs, successors, assignees and beneficiaries etc. it would be remaining equally binding upon all these. Purchaser is fully aware that the completion certificate of building yet to be received and on reconsent of purchaser seller to the registration of this Sale Deed.

As per aforesaid on the basis of the knowledge given by the parties and the documents made available there having prepared this Sale Deed, this Sale Deed by the Sellers having read, read over, considered from start to end in their full healthy physical

and mental condition voluntarily and without any pressure, the parties having put their respective signatures in the presence of witnesses having executed in mutual interest hereby get it registered which is correct as a token of proof and for the time to come on need.