
PROFORMA OF CONVEYANCE DEED

(To be executed under section 17 of the Bihar RERA Act, 2016)

This Deed of Conveyance is made and executed on this ____day of _____, ***20***___, **at [City], District [___]**, Bihar.

BETWEEN

PILLARS DEVELOPER CONSTRUCTION, (PAN-ABDFP8260D, a Partnership Firm, deed No-475, having its registered office at FLAT NO-204,MAGADH VISHAWAKARMA PALACE,MADRSA GALI ROAD,SAMANPURA RAJA BAJAR and District-Patna in the State of Bihar, PIN-800014, represented by its Partner **SADIQUE AKHTAR (Aadhaar No.- 959172918644,PAN- ASDPA6696H Mobile No-9386870090),** 170,MADNI MANZIL,SAMANPURA RAJA BAZAR PATNA, Bihar - 800014 District-Patna in the State of Bihar, PIN-800014, Nationality-Indian, hereinafter referred to as the **"PROMOTER/ DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being or the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns)).

AND

Mr./Mrs./Ms. [Allottee Name], S/o / D/o / W/o _____, residing at _____, bearing PAN No. _____, Aadhaar No. _____, (hereinafter referred to as the **"Allottee"**, which expression shall, unless repugnant to the context or meaning thereof, include his/her heirs, executors, administrators, legal representatives, and assigns).

WHEREAS:

1. The Promoter is the absolute and lawful owner and in peaceful possession of the land admeasuring 33.00Decimal comprised in **Khata No.56, Khesra No.398P ____, Thana No. 10, Mauza salempurdumra, P.S.shastri nagar, District patna, Bihar**, (*hereinafter referred to as the **"Project Land"***).

   [OR]

   …….. ("Owner") is the absolute and lawful owner of and in peaceful possession of the land admeasuring _____Decimal / _____Sq. Ft., comprised in **Khata No. , Khesra No. _____, Thana No. _____, Mauza _____, P.S. _____, District _____, Bihar**, (*hereinafter referred to as the **"Project Land"***).

2. The said Project Land is free from all encumbrances, charges, liens, claims, or litigations of any nature whatsoever.

3. The Promoter has obtained all requisite approvals, permissions, and sanctions from the competent authorities for the development of a real estate project known as **[*Project Name*]**

4. The said Project has been duly registered with the **Bihar Real Estate Regulatory Authority (Bihar RERA)** under Registration No. _____.

5. The Allottee has agreed to purchase **Flat/Unit/Plot No. [_____]**, having a **Carpet Area of**

_____Sq. Ft. (and **Super Built-up Area of _____Sq. Ft.**) and **parking space** ……. **Sq. Ft.,** in the said Project, together with the proportionate undivided share in the Project Land and the common areas, for a total consideration amount of **Rs. _____(Rupees _____only)**.

6. The Allottee has paid the entire sale consideration and all dues payable to the Promoter as per the **Agreement for Sale** executed on _____.

7. This Deed is executed in compliance with the **Real Estate (Regulation and Development) Act, 2016** and **Rule 10 of the Bihar Real Estate (Regulation and Development) Rules, 2017**.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. TRANSFER AND CONVEYANCE

In consideration of the full payment received, the **Promoter hereby grants, conveys, transfers, assigns, and assures** unto the **Allottee**, absolutely and forever, the said Flat/Unit/Plot, along with the proportionate undivided share in the Project Land and all rights, privileges, easements, and appurtenances thereto belonging, **to have and to hold the same absolutely and forever**, free from all encumbrances, liens, or adverse claims of any kind.

2. POSSESSION AND TITLE

The Promoter hereby confirms that peaceful and vacant possession of the said Flat/Unit/Plot has been handed over to the Allottee, along with the duly issued **Completion Certificate / Occupancy Certificate** from the competent authority. The Promoter further declares that it has **valid, marketable, and transferable title** to the Project Land and that the same is free from all encumbrances or legal disputes as on the date of execution of this Deed.

3. DESCRIPTION AND BOUNDARIES

Particulars	Details
Flat/Unit/Plot No.	
Block/Tower/Phase	
Floor	
Carpet Area (Sq. Ft.)	
Super Built-up Area (Sq. Ft.)	
Undivided Share in Land	
North Boundary (***Adjacent Flat/common area***)	
South Boundary (***Adjacent Flat/common area***)	
East Boundary (***Adjacent Flat/common area***)	
West Boundary (***Adjacent Flat/common area***)	

4. RIGHTS OF THE ALLOTTEE

The Allottee shall, upon execution of this Deed, become the absolute owner of the said Flat/Unit/Plot, entitled to:

a. Peaceful possession, occupation, and enjoyment thereof, without any interference from the Promoter or any other person claiming through it;

b. Use and enjoy the common areas, facilities, and amenities of the Project in accordance with the applicable laws;
c. Participate as a member of the **Association of Allottees** and contribute towards its maintenance and functioning as per the provisions of the Act.

5. COVENANTS OF THE ALLOTTEE

The Allottee hereby covenants and agrees:
a. To pay all municipal taxes, electricity, water, and maintenance charges as and when due;
b. Not to carry out any structural alteration, addition, or modification to the said property or common areas without the prior written consent of the competent authority and the Association of Allottees;
c. To abide by the by-laws, rules, and regulations of the Association of Allottees and the local bodies;
d. To keep the said Flat/Unit/Plot in good and habitable condition.

6. PROMOTER'S ASSURANCES

a. The Project is duly registered with Bihar RERA under Registration No. _____.
b. The Project Land is free from all encumbrances, mortgages, liens, and litigations.
c. All necessary sanctions, approvals, and permissions have been duly obtained and are valid and subsisting.
d. The Promoter undertakes to have completed construction and handed over possession on or before **[Completion Date]**, subject to force majeure conditions.
e. The floor plan, design, and specifications of the said Flat/Unit/Apartment have been duly approved by competent authorities and shall be strictly adhered to in compliance with the Act and Rules.
f. All payments received from the Allottee have been or shall be deposited in the **designated RERA Project Account** as per Section 4(2)(l)(D) of the Act and the **Standard Operating Procedure (SoP)** issued by Bihar RERA dated **20.12.2024**.
g. The Promoter hereby indemnifies and undertakes to keep the Allottee indemnified against any defect in title, encumbrance, or claim existing prior to this Conveyance.

7. REGISTRATION AND STAMP DUTY

This Deed shall be registered under the provisions of the **Registration Act, 1908**. All stamp duty, registration fees, and other incidental expenses relating thereto shall be borne and paid by the Allottee.

8. COMPLIANCE AND GOVERNANCE

This Deed is executed in strict compliance with the **Real Estate (Regulation and Development) Act, 2016**, and the **Bihar Real Estate (Regulation and Development) Rules, 2017**, together with any amendments or notifications issued thereunder.

9. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Deed shall be subject to the exclusive jurisdiction of the competent courts at **[City], Bihar**.

IN WITNESS WHEREOF,

The parties hereto have hereunto set and subscribed their respective hands and seals on the day, month, and year first written above in the presence of the undersigned witnesses.

SIGNED AND DELIVERED BY

For the Promoter / Developer

Name: _____ Designation: _____
Signature: _____
Seal: ___
Date: ___
_____

For the Allottee

Name: _____ Signature: _____
Date: ___
_____

WITNESSES

1. **Name:** _____ **Address:** ____
   Signature: _____
2. **Name:** _____ **Address:** ____
   Signature: _____