PROFORMA OF CONVEYANCE DEED

This Deed of Sale **(CONVEYANCE DEED)** made on this __ (Date) day of ___(Month) 20___.

M/s SAHU DEVELOPERS (PAN No. ACTFS9632H), a partnership firm having its registered office at N.C Chatterjee Road, Mundichak, Bhagalpur, represented by its authorized signatory MRS. NUTAN DEVI W/o (Aadhar No. 8234 1563 9480), hereinafter referred to as the **"FIRST PART"** (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 Allottee 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 **"SECOND PART"**(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 Allottee is a Partnership)

M/s Sahu Developers
Nutan Devi
Partner

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at _____ (PAN _____), represented by its authorized Partner, _____ (Aadhar no. _____) authorized vide _____, hereinafter referred to as the **"SECOND PART"** (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).

[OR]

(If the Allottee is an Individual)

Mr./Ms. _____ (Aadhar no. _____) aged about ___ years, son/daughter of _____, residing at _____, (PAN_____) hereinafter called the **"SECOND PART"** (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 Allottee is a Hindu Undivided family (HUF)]

Mr. _____, (Aadhar no. _____ & PAN _____ son of aged about __ Years for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business /residence at _____) hereinafter referred to as the **"SECOND PART"** (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 **FIRST PART** and the **SECOND PART** shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

A. **Shri. Pramod Kumar Sinha** S/o Late Kamleshwari Prasad Sinha & **Smt. Punam Sinha** W/o Late Kishore Kumar Sinha is the absolute and lawful owner of Plot **No.- 414 Ka to Ch, Khata No.- 301, Ward No.- 11**, Anchal - **Jagdishpur** & P.S. – **Tilkamanjhi** totally admeasuring **714.42 square meters** situated at – NC Chatterjee Road, Mohalla – Mundichak in District – Bhagalpur (**"Said Land"**) vide inheritance. The Owner and Promoter have entered into a development agreement dated **08-11-2017** registered as Deed no. **10219 & 10341** at the office of Sub-Registrar Bhagalpur;

B. The said land is earmarked for the purpose of building a residential project, comprising flats is known as **"SWARN KAMAL PLAZA"** ("Project");

   AND WHEREAS the FIRST PART in 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/Apartment unto the Second Part for a total sale consideration of ₹ _____ /- (Rupees _____) and the Second Part has also agreed to purchase of above said Plot/Apartment for the above mentioned sale consideration.

NOW THIS SALE DEED WITHNESSSETH AS HEREUNDER:

1. That the entire sale consideration amount of the above said Plot/Apartment amounting to ₹ _____ has been received by the First Part from the Second Part, as full and final sale consideration of the above said Plot/Apartment, prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the First

M/s Sahu Developers
Partner

Part.

2. That the First Part has handed over the actual, physical, vacant possession of the said Plot/Apartment unto the purchase and the Second Part has taken the possession and he/she is in possession of the same.

3. That in consequences of the aforesaid consideration, the said Plot/Apartment is hereby conveyed to the Second Part and second part shall hereinafter hold, possess use, utilize the said Plot/Apartment hereby conveyed as absolute owner thereof at all times and from time to time without any interruption by the First Part or any other person claiming through or under the First Part.

4. That the First Part hereby undertake and agree to get the above said Plot/Apartment mutated in the name of purchase in all relevant revenue recorded and/or in any other records of any authority concerned and the First Part shall sign any or all documents required in this behalf and/or the Second Part get mutation at his own level on the basis of this sale deed even in the absence of the First Part.

5. That the said Plot/Apartment sold hereby is free from all sorts of encumbrances such as sale, mortgage, litigation, disputes, attachment, acquirement, charges, claim etc and the First Part has subsisting right to sell, transfer and convey the same in any or all manners.

6. That the First Part hereby undertake to indemnify the Second Part in case any defect in the title of the First Part is found of the above said Plot/Apartment.

7. That the Second Part has right to use in common any or all casement rights, common path, common stairs, common passage, common sewage, drainage etc.

8. That the First Part is liable to pay all taxes and charges of the said Plot/Apartment upto the date of registration of the sale deed and thereafter all such taxes and charges shall be paid and borne by the Second Part.

9. That the Second Part 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 Plot/Apartment in any or all the manners and the Second Part has right to use the Plot/Apartment in all manners.

11. That the Second Part 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 Second Part 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/Apartment and the First Part, his legal heirs, other transfers or assigns shall have no right to object in any manner whatsoever it may be.

12. That the Second Part 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 records of Department/Authority concerned on the basis of this deed without any further consent of the First Part.

13. The Second Part shall not do any illegal activities in the above said Plot/Apartment which are against the rules which may cause damages/loss to the neighbors and the other Plot/Apartments 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, First Part and Second Part 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

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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 First Part and the Second Part that this sale deed has been drafted by the advocate on their instructions and after satisfying the same in their Vernacular, the First Part and the Second Part have signed and executed this sale deed on the day, month and year, first hereinabove written in the presence of the First Part and the Second Part.

WITNESSES

M/s Sahu Developers
Partner

1.

FIRST PART

2.

SECOND PART