

(Performa of the Conveyance Deed)

ABSOLUTE SALE FLAT

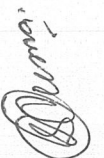
THIS Deed of Absolute Sale executed on this day of, **BETWEEN SWARN SHILPI BUILDTech Pvt. Ltd.** CIN no. U45309BR2019PTC043331, a company incorporated under the provisions of the Companies Act, 2013, as the case may be, having its registered office at House No. 22/122, Roy Bahadur Sukhraj Roy path, Bhagalpur, Bihar- 812001 (PAN-ABCCS6335E), represented by its Director 1. Sri Chandra Bhushan Kumar S/o Sri Surendra Kanth, R/o 70, Ishakchak Road near kali asthan, Laluchak, Bhagalpur (Aadhar No. 480912756026), 2. Chandra Shekhar Jha S/o Suneel Chandra Jha, R/o New area Choti Khanjarpur, Dr. Biston Road, Bhagalpur (Aadhar No. 664190161421) authorized vide board resolution dated 10.07.2021 hereinafter referred to as the "**Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART.**

AND

..... (PAN),
(Aadhar No.) Son/wife/daughter of,
by Caste-, by occupation-, residing
at
.....
, Mob- hereinafter called and referred to as the
"**PURCHASER**" (which expression shall unless excluded by or
repugnant to the context be deemed to mean and include his
respective heirs, executors, administrators, legal representatives
and assigns) of the **SECOND PART.**

WHEREAS

1. Sri Pankaj Pathak S/o Umakant Pathak, R/o Tilkamanjhi, Bhagalpur Bihar and 2. Smt. Usha Devi W/o Sri Satyamannu Jha, R/o village- Samukitta, P.S.- Mahgama, District- Godda are the lawful owner of ALL THAT land measuring an area of 5400 square feet equivalent to 12.42 decimals or 7 Kathas 10 dhurs situated within Mouza: Fatehpur, P.S.- Sabour, Thana No. 23, Anchal- Sabour having its Khata no. 305, Khasra no. 791 (part) under Jamabandi No. 1407 and 1408, Sub-Registry office and District of Bhagalpur within the State of



Bihar more particularly described in the "**Schedule A**" hereunder written and hereinafter referred to as the said landed property.

Whereas 1. Sri Pankaj Pathak purchased an area of 3600 square feet on 16.10.1987 vide deed No. 13072, volume No. 22 of 1990, page No. from 392 to 395 from Smt. Foolwati Devi W/o Sumrit Mandal, R/o Tilkamanjhi, Bhagalpur at District Sub Registry office Bhagalpur and 2. Smt. Usha Devi purchased and area of 1800 square feet on 16.10.1987 vide Deed No. 13071, volume No. 36 of 1990, page No. from 284 to 287 from Smt. Foolwati Devi W/o Sumrit Mandal, R/o Tilkamanjhi, Bhagalpur at District Sub Registry office Bhagalpur.

Whereas the Owner and the Vendor cum promoter have entered into a development agreement dated 10.02.2020 registered as document No. 1395 at the office of the Sub-Registrar, Bhagalpur.

Thus the Vendor cum Promoter is fully competent to enter into this Sale and all the legal formalities with respect to the right, title and interest of the Vendor regarding the said Land on which Project is constructed and known as "**ANANT ENCLAVE**".

The Vendor cum Promoter construct a multi-storied residential building over the entire landed property morefully described in the **Schedule "A"** below after granted a Building Plan from The Mukhiya Gram panchayat Fatehpur for construction of the multi storied residential building vide letter No. 04 dated 27.01.2021.

The Vendor cum Promoter herein is empowered to book/sale various units and/or spaces comprising the said proposed building, to enter into agreement for sale/sale and to receive money towards consideration for sale of several self-contained flats and/or from the prospective purchasers;

There is no statutory and/or judicial or quasi-judicial and/or departmental order and/or restrictions which may prevent the Vendor cum Promoter herein to cause construction of the said

multi storied residential building consisting of several self-contained flats, as per the sanctioned plan, with the interest to sell and/or transfer those flats to prospective purchasers.

The Vendor cum Promoter herein pursuant to the Building Permit dated 27.01.2021 has constructed several flats in Multistoried building known as ANANT ENCLAVE, out of such flats, **Flat No. of the Floor** having carpet area of square feet, type BHK with one car parking space together with undivided proportionate share in the land of the proportionate share in the common areas and facilities in the said premises which are collectively and fully described in **SCHEDULE "B"** hereunder written and hereinafter collectively referred to as "**the said unit**" have declared for sale, and the Purchaser has agreed to purchase the said flat with 1 car parking space at and for a Consideration of **Rs./- (Rupees)** only free from all encumbrances attachment whatsoever. (Calculation of market value is given here under in **Schedule "C"** at the bottom of this deed on which stamp duty will be paid.)

AND WHEREAS, building has been constructed over the land and Vendor cum Promoter is entitled to sale/transfer as Absolute owner.

AND WHEREAS, the purchaser has paid the said entire consideration of **Rs./- (Rupees)** only for the Flat with 1 car parking, the receipt whereof the vendor of the First part doth hereby as well as under the Memo of consideration set out hereunder admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser and/or the said unit hereunder conveyed and obtained possession of the said unit.

AND WHEREAS, the purchaser has requested the vendor to grant and execute the conveyance of the said unit.

NOW THIS DEED OF SALE WITNESS AS FOLLOWS:

1. The Purchaser shall not use Flat in such manner which may or is likely to cause nuisance or annoyance to the occupation of others nor shall use the same for any illegal or immoral purposes.
2. The cost of maintenance, replacing, repairing, cleaning, lighting of the main entrance, white-washing, painting and decorating the main structure of the said building including the exterior thereof and terrace, landing and structure of the building, staircase, rain water pipes, water tanks, motor

For SWARN SHILPI BUILDTech Pvt. Ltd.


Director

pumps, tube well, gas pipes and electrical wire, sewerage, drains, transformer and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Purchaser and other occupiers thereof shall be borne jointly by them.

3. The salaries of durwans, if any electricians, sweepers etc. shall be borne proportionately by the Purchaser and other occupiers of the building.
4. So long as each Flat of the said building shall not be separately assessed for taxes, the Purchaser shall pay to the Vendor cum Promoter proportionate share of the Municipal Taxes, Collectorate Tax, multi storied building tax, etc. water tax, if any on the whole building. Such apportionment shall be made by the Vendor cum Promoter on the basis of the area acquired by the Purchaser and the same shall be conclusive, final and binding.
5. The Purchaser at his/her own cost and expenses shall install meter or meters separately or consumption of electricity, fuel/gas etc, in respect of the said flat and pay all charges for consumption thereof.
6. The parties hereto, their men, agents and representatives shall not in any way obstruct or cause to be obstructed the common areas and facilities viz. The passages/pathways /driveways/landing/staircases/terrace of the said building and shall not store any rubbish or spoilt spit or cause to be done or allow any such acts, deed and things, whereby the privilege of use and enjoyment of the common parts/facilities /amenities and convenience of the said Block in any way prejudicially be affected or vitiated. The common portions is meant for unfettered common use and enjoyments, by the parties hereto, jointly with the co-owners and occupiers of the buildings, and is not the exclusive portion of any of the aforesaid and none can prevent any body, for peaceful enjoyment thereof.
7. The Purchasers and other occupiers/owners of the said building shall form Society/Association for maintaining the said building and the common areas of the said building and shall abide by all laws, bye-laws, rules and regulations of such Society or Association pay proportionately the necessary taxes, revenues and maintenance charges of the said building and common parts thereof and shall observe and perform all rules and bye-laws of such association or Society.

For SWARN SHILPI BUILDTECH Pvt. Ltd.

 Director

8. That the purchaser agrees and bind himself/herself to pay the maintenance charges of the said building proportionately to the vendor cum builder herein, from the date of receipt of possession of the said flat/unit and/or to the society if any at the rate as fixed or settled by him/them from time to time, against the maintenance of common facilities, services etc. and also towards the preservation and maintenance of the said building/tower, The above maintenance amount shall be payable on monthly basis.
9. That the Purchaser shall bear and pay the proportionate share of the costs of formation and expenses of the Society/ Association.
10. That the Purchaser forthwith on being called upon by the Vendor cum Promoter sign all applications and/or declarations as may be necessary for the purpose of formation and/or registration of association.
11. That until formation of the Association, the Vendor cum Builder shall manage and maintain the common portions itself or through its nominees in a proper and decent manner at the expenses of the co-owners and upon formation of such association, the maintenance of the common portion shall be made over and/or be the responsibility of such association.
12. The Purchaser shall have no right to keep store any inflammable combustible or any offensive articles in the said Flat which shall be or constituted any nuisance or annoyance to the occupiers of the other flat owners of the building.
13. Purchaser shall be entitled to the right of passage in common areas described in **Schedule "D"** hereto and shall also have the access to such common parts and portions, where the electric meter is fixed for inspection and repairing the portions from the main electric meter leading to the said flat.
14. That the Purchaser shall abide the general rules governing the building from by the occupants and/or by the association/society concerning the welfare and maintenance of the building.
15. PROVIDED ALWAYS it is hereby expressly agreed by and between the vendor and the purchaser at that terms, conditions, stipulations covenants contained herein including the schedules hereunder shall prevail and have overriding

effect notwithstanding anything to the contrary contained in the said Agreement for sale or in any other document exchanged by and between the parties hereto and the purchaser shall not be entitled to make claim or demand any compensation or damages from the vendor for any deviation or alteration in the terms, conditions, stipulations and covenants between the said Agreement for sale and these presents and the purchaser hereby waived all such rights, if any, in consideration of the terms, conditions, stipulations, and covenants contained in these presents.

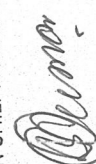
16. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

THE VENDOR AND THE PURCHASERS HEREBY FURTHER COVENANT THAT:

The Purchaser undertake to abide by the following terms and conditions, jointly with the Vendor cum Builder and the other co-owners and co-occupants of the flats comprised in the building of the said Blocks and confirms the following: -

1. The common areas and facilities mentioned in **Schedule "D"**, shall at all-time be held and enjoyed jointly by the Purchaser and Vendor cum Builder and co-owners and co-occupiers of the different flats constructed in building of said Blocks, situated on the said premises and shall be and no owner or occupier of any flat shall be entitled to make part or division thereof or claim any exclusive right on any portion thereof.
2. The Purchaser shall become a member of the Society/ Association, as and when such Society/Association is formed amongst the flat owners of the said building of the said Blocks and shall pay the proportionate costs for maintenance and management of the common areas and facilities relating thereto.
3. The Purchasers shall not do anything which may be prejudicial to the soundness or safety of the building or may in any way repair any easement or make any material changes in the portion of the flat or said building.
4. The Purchaser shall from time to time and at all times keep the flat purchased by them and every part thereof in good repaired condition and shall properly support and protect the same.

For SWARN SHILPI BUILDTech Pvt. Ltd.

 Director

5. The purchasers shall not at any time demolish or cause to demolish, damage or cause to damage the flat which mean deviation from the sanction plan nor make any alteration in the elevation or outside colour scheme of the flat purchased by them.
6. The Purchaser shall not throw or accumulate or cause to be thrown accumulated any dirt, rubbish or other refuses within the flat purchased by them or in the compound or any portion of the building of the said blocks.
7. In case of failure on the part of the purchaser to comply with any of the provisions contained herein shall compel the Vendor cum Builder or any other aggrieved owner of other flat of the building of said Blocks, to take proper action for damage and relief's according to the law, against the purchasers including suspension of the facilities enjoyed by such purchaser.
8. The right of the Purchaser of the flat along with the percentage of interest in the common area and facilities shall be heritable and transferable as any other immovable property, along with the said Unit.

THE SCHEDULE "A" ABOVE REFERRED TO:
(THE SAID LANDED PROPERTY)

ALL THAT piece and parcel of land measuring an area of 5400 square feet equivalent to 12.42 decimals or 7 Kottah 10 dhurs more or less (1 Kattah = 720 square feet) bounded by a continuous boundary wall on its three sides, situated at Mouza: Fatehpur, P.S. Sabour, Thana No. 23, Anchal Sabour, having its khata No. 305, khasra No. 791 Jamabandi No. 1407 and 1408, Sub-Registry office and district of Bhagalpur within the State of Bihar presently butted and bounded in the manner following:

ON THE NORTH BY : Colony Road;
ON THE SOUTH BY : land and building of Shah jee;
ON THE EAST BY : Rajnikant Jha;
ON THE WEST BY : Road

THE SCHEDULE "B" ABOVE REFERRED TO:
(THE SAID UNIT)

ALL THAT a Residential Flat/Unit no. at Floor, admeasuring carpet area sq. feet super built-up area of sq. feet with One Car parking space of a multi storied building, known as **ANANT ENCLAVE**, together with

For SWARN SHILPI BUILDTECH Pvt. Ltd.

(Signature)

Director

The said Flat butted and bounded in the manner following:

.....

Market value calculation for the purpose of stamp duty

Cost of sq. ft. flat @ sq. ft.	
Cost of car parking	
Cost of sq. ft. land equivalent to	
..... decimal @ Rs./- per decimal	
	Total/-

Flat Value	Rs...../-
Car Parking	Rs...../-
DG	Rs...../-

Value on which stamp duty will be paid Rs./-

1. The land comprised in premises but excluding those reserved for parking of car or marked by the developer exclusively to the Purchaser and those mentioned herein.

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Director

2. Only general lighting of the common portions shall be provided.
3. Drain and sewers from the building to the duct / drain.
4. Water and sewerage, stair case, underground water reservoir, overhead tank, evacuation pipes from the units to drains and sewers common to the building.
5. Boundary walls and main gate to the premises and the building but such common portions shall not include any open and / or covered spaces for parking cars or appurtenant to any unit or otherwise and all areas or parts of the building save those required for ingress to and from the units respectively.
6. The right of engross through the passage and the entrance door of the building.
7. The right of common user of the staircase landing and stair.
8. The electric main and the installation of the entire building.
9. The system of supply of water.
10. The overhead tank and underground reservoir.

IN WITNESS WHEREOF, the parties hereto set and subscribed their respective signatures, the day, month and year first above written.

EXECUTED AND DELIVERED herein at in the presence of:

WITNESSES

VENDOR CUM BUILDER

1.

2.

PURCHASER

For SWARN SHILPI BUILDTECH Pvt. Ltd.



Director