PROFORMA OF CONVEYANCE DEED

This Deed of Sale (**CONVEYANCE DEED**) made at____on this day of 20___.

M/S Maa Kundeshwari Construction Private Limited (CIN No.- U45309BR2017PTC034143), a company incorporated under the provisions of the Companies Act,1956/2013, having its **Registered Office at** "/O- L P Choudhary, Manik Sarkar Ghat, Adampur, Bhagalpur, Bihar, 812001",and (PAN- AAKCM9546L), represented by its Authorized signatory Kaushal Kishore (Aadhar No. 7951 6401 6100) (PAN- AQSPK8068J) authorized vide board resolution dated_____ hereinafter referred to as the **"Promoter"** (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);

AND

(If the Second Party 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 Party"**(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 Second Party 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 **"Second Party**" (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 Second Party is an Individual)

Mr./Ms._____,(Aadhar no._____) son/daughter of_____, aged about_____, residing at_____, (PAN_____), hereinafter called the **"Second Party"** (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).

[If the Second Party 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 **"Second Party"** (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 Sellar and Second Party shall hereinafter collectively be referred to as the **"Parties**" and individually as a **"Party".**

A. Rekha Sinha ("Owner") is the absolute and lawful owner of [khasra no./ survey no.][Please insert land details as per local laws] At Mohalla- Khanjarpur, Surya Narayan Singh Road, P. S- Kotwali (Old), Barari (New), Anchal- Jagdishpur, District- Bhagalpur, In Ward No.- 04 (Old), 24 (New), Holding no.- 7 (Old), 33 (New), Khata no.- 351, Khesra No.- 203 K, KH, G, Under Municipal Corporation, Bhagalpur (totally admeasuring 267.89 square meters situated at] At Mohalla- Khanjarpur, Surya Narayan Singh Road, P. S- Kotwali (Old), Barari (New), Anchal- Jagdishpur, District- Bhagalpur, In Ward No.- 04 (Old), 24 (New), Holding no.- 7 (Old), 33 (New), Khata no.- 351, Khesra No.- 203 K, KH, G, Under Municipal Corporation, Bhagalpur ("Said Land") vide sale deed(s) dated- 10.06.1982 registered as document no.- 10496, at the office of the sub-registrar.

   The Owner and the Promoter have entered into a development agreement dated 07/11/2023 registered as document No. Deed No.- 17446; at the office of the sub-registrar Bhagalpur.

B. The said land is earmarked for the purpose of building a residential project, comprising _____flats is known as **Ram Rekha Apartment** (**"Project"**);

AND WHEREAS the First Party 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/Apartment unto the Second Party for a total sale consideration of Rs.____/- (Rupees
_____)
and the Second Party has also agreed to purchase of above said Plot/Apartment for the above mentioned saleconsideration.

NOW THIS SALE DEED WITHNESSSETH AS HEREUNDER:

1. That the entire sale consideration amount of the above said Plot/Apartment amounting to Rs…has been received by the First Party from the Second Party, 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 Party, The details of the payment is given as hereunder:-

Cheque/DD No.	Amount	Dated	Name of the Bank

2. That the First Party has handed over the actual, physical, vacant possession of the said Plot/Apartment unto the purchase and the Second Party 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 Party and Second Party shall hereinafter hold, possess use, utilize the said Plot/Apartment hereby conveyed as absolute owner thereof at all time and from time to time without any interruption by the First Party or any other person claiming through or under the First Party.

4. That the First Party 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 Party shall sign any or all documents required in this behalf and/or the Second Party get mutation at his own level on the basis of this sale deed even in the absence of theFirst Party.

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

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

7. That the Second Party 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 Party 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 Party.

9. That the Second Party 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 Party has right to use the Plot/Apartment in all manners .

11. That the Second Party 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 Party above named shall have a right to reconstruct the same and heshall have right to raise pillars, beams etc, from the land and/ the said Plot/Apartment and the First Party, his legal heirs, other transfers or assigns shall have no right to object in any

manner whatsoever it may be.

12. That the SECOND PARTY 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 Party.

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

WITNESSES

1. FIRST PARTY

2.

SECOND PARTY