CONVEYANCE DEED

This Deed of sale **(CONVEYANCE DEED)** made at …….. on this ……day of ……20...

M/S VISHWARAHI DEVELOPERS PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 2013, having its **CIN No- U74999BR2018PTC039251, PAN No. AAGCV5835M**, Registered office at **C/O-VIKAS KUMAR, SUBHASH BIHAR COMPLEX CHANDMARI CHOWK , MOTIHARI, Bihar, India - 845401.** through its Director **DEEPAK KUMAR SINGH,** Son of Sri Vimal Kishore Singh, having Aadhar No. 887711864730 resident of Hanuman Mandir, Chintawanpur, Damodarpur,East Champaran, Bihar-845416 authorized vide - ……, hereinafter referred to as the First 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 respective partners).

AND

(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).

The First Party and Second Party shall hereinafter collectively be referred to as the **"Parties"** and individually as a "Party".

A. **Punit Rai**, ("Owner") is the absolute and lawful owner of Survey Plot No. 2559, Khata No. 116, under Thana No.196, situated in mauza Bara Bariyarpur, P.S. Motihari, District East Champaran, totally admeasuring **28.42 DECIMALS, ("Said Land") AND**

B. **Rajani Singh ,** (Owner) is the absolute and lawful owner of Plot No. 2567, Khata No. 524, under Thana No.196, situated in mauza Bara Bariyarpur, P.S. Motihari, District East Champaran, totally admeasuring **37.66 & 0.67 DECIMALS, ("Said Land")**, vide sale deed dated 10/02/2010 & 23/03/2010, registered as Deed No.- 2187 & 5133, Year- 2010, Registered at Registration Office- Motihari in Book – 1, Volume No.- 22 & 51 On pages on 318- 323 & 63-67 for the year 2010 and stored in CD No.- 4 & 8 year 2010 totally admeasuring **38.35 DECIMALS, ("Said Land")**,

A. **The Owners (Punit Rai)** and The Promoter have entered into a Development Agreement for Construction of Double Story Building Comprising of Residential Duplex with Car Parking dated 07-01-2022 registered as Deed no. 266, Token No.- 250, year- 2022, S. No.- 251 situated at, Survey Plot No. 2559, Khata No. 116, under Thana No.196, situated in mauza Bara Bariyarpur, P.S. Motihari, District East Champaran, State -Bihar-845401 admeasuring **28.42 DECIMALS, ("Said Land")**

The Owners (Rajani Singh) and the Promoter have entered into a Development Agreement for Construction of Double Story Building Comprising of Residential Duplex with Car Parking dated 28-12-2021 registered as Deed no. 16102, S. No.- 16572 at the office of the District Registry Office, Motihari, situated at, Plot No. 2567, Khata No. 524, under Thana No.196, situated in mauza Bara Bariyarpur, P.S. Motihari, District East Champaran, State -Bihar-845401 totally admeasuring **38.35 DECIMALS ("Said Land")**

Both the Land totally measuring 66.77 Decimal (2703.3 square meters) ("Said Land")

B. The Said Land is earmarked for the purpose of building a **residential project**, comprising _ Duplex/ multistoried apartment buildings and the said project shall be known as **'VINAYAK LAKE CITY' ("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 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 for the above mentioned sale consideration.

NOW THIS SALE DEED WITHNESSETH AS HEREUNDER:

1. That the entire sale consideration amount of the above said Plot 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, 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 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 is hereby conveyed to the Second Party and Second Party shall hereinafter hold, possess use, utilize the said Plot 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 mutated in the name of Second Party 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 the First Party.
5. That the said Plot 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.
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 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 in any or all the manners and the Second Party has right to use the Plot 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 he shall have right to raise pillars, beams etc., from the land and/ the said Plot 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 FIRST 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 which are against the rules which may cause damages/loss to the neighbors and the other Plots 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 is 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 the Second Party.

WITNESSES

1. First Party

2. Second Party