

CONVEYANCE DEED

This Conveyance deed is made and executed on this _____ day of _____ at Dhanbad

BY

1. Smt. Sulochana Devi Agarwalla wife of Late Ram Krishna Agarwalla, by faith-Hindu, by Category- OBC, by Occupation House wife, Resident of Gol Building, Kolakusuma, Police Station. Saraidhela District, Dhanbad, Aadhaar No.5145 84568217, PAN No. ADRPD1385
2. a) Smt. Kusum Agarwalla wife of Late Sri Mahendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla by faith-Hindu, by Category-OBC, by Occupation Business, Gol Building, Kolakusuma, Police Station. Saraidhela District, Dhanbad, Aadhaar No.2949 5504 7393, PAN No.ACLPA7351D
- b) Diwaakar Kumar Agarwalla Son of Late Sri Mahendra Kumar Agarwalla S/o Ram Krishna Agarwalla, by faith-Hindu, by category OBC, R/o 902, Radha Krishna, CHS Ltd, Plot No. 15, Sector-16A, Sanpada, Navri Mumbai, Thane, Maharashtra, Aadhaar No. 2222 8321 1971, PAN No.AIRPA9078K
- c) Miss Kritikka Rani AgarwallaDaughter of Late Sri Mahendra Kumar Agarwalla S/o Ram Krishna Agarwalla by faith-Hindu, by category OBC, -Vaishya Resident of Gol Building, Kolakusuma, Police Station. Saraidhela District, Dhanbad, Aadhaar No.2508 1088 6298, PAN No.BPJP42647L.
- d) Smt. Anamika Gupta W/o Vikas Kumar Gupta, Daughter of Late Mahendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla by faith-Hindu, by category OBC, Resident of Block B, 7, Shree Krishan Greens, Vrindawan, Sunrakh Bangar, Mathura, Aadhaar No.8377 2679 0285, PAN No.AZCPG7299Q.
- e) Smt. Minaakshi Abhash Chawchharia Wife of Sri Abhash Chhawchharia Daughter of Late Mahendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla by faith-Hindu, by category OBC, by Occupation House wife, Resident of C-11, Nebula Tower, Near Grand Bhagwati Hotel, Bodakdev, Ahmedabad City, Gujarat, Aadhaar No. 8539 67861619 PAN No.ADMPA0374L.
3. Sri Surendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, by occupation Business, Resident of Gol Building, Kolakusuma, Police Station. Saraidhela District, Dhanbad, Aadhaar No. 2923 8617 5107, PAN No. ACLPA7353B
4. Sri Bhupendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, by occupation Business, Resident of Gol Building, Kolakusuma, Police Station. Saraidhela District, Dhanbad, Aadhaar No. 6240 1128 3648, PAN No. ACLPA7354G.
5. Sri Ravindra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, Resident of Jalaram Mandir, Plot No. 403, Darshan Apartment, Queta Colony, Bagadganj, Nagpur, Aadhaar No. 8851 2661 7493, PAN No. ACLPA7355H
6. Sri Satyendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, by occupation Business, Resident of Gol Building, Kolakusuma, Police Station. Saraidhela District, Dhanbad, Aadhaar No. 5761 2927 9800, PAN No.ACLPA7356E
7. Sri Amarendra Kumar Agarwalla S/o Late Ram Krishna Agarwalla, by faith-Hindu, by category OBC, by occupation Business, Resident of Gol Building, Kolakusuma, Police Station. Saraidhela District, Dhanbad, Aadhaar No. 9511 0429 8006, PAN No.ACLPA7357F.

For Sunandan Realtors Pvt. Ltd.

Director

All Parties No. 1 to 7 jointly and individually represented by their Constituted General Power of Attorney Holder Sri. Manoj Modi S/o Sri Sanwar Prasad Modi, Resident of Flat No. 502, Sukhdham Heights, Behind Ray Talkies, P.O. Dhanbad, Police Station Bank More, Dist. Dhanbad (Aadhar No. 7356 8301 7814) by virtue of Registered Power of Attorney dated 04.12.2021 registered in the Office of the Sub-Registrar, Dhanbad and recorded in Book-4, Volume No. 56, at Pages 377 to 464, being document No.2021/DHAN/6820/BK4/554 (Hereinafter referred to as the Land Owners) which expression shall unless be excluded by or repugnant to the context, be deemed to mean and include their heirs, successors-in-interest, representatives, executors, administrators and permitted assignees);

AND

M/s Sukhdham Realtors Private Limited, a company registered under the norms of Indian Companies Act, 1956 with its registered office at D-16/360-361, Sector - 7, Rohini, New Delhi 110085 and Administrative office at Unit No. 203, 2nd Floor, Triveni Orion, Dhanbad-Govindpur Road, Kolakusuma, Dhanbad (PAN _____) through its Director/Authorised Signatory (UID _____) S/o _____ R/o _____ hereinafter referred to as the (Promoter/Developer) (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);

Land Owners and the Promoter/Developer hereinafter collectively referred to as the "VENDORS"

IN FAVOUR OF

(1) * _____ (Aadhar No. _____) (PAN _____) S/o _____ /W/o Sri _____, by faith _____, by occupation - _____, by Category _____, residing at _____, in the state _____ hereinafter called the "Vendee/s" (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).

(2) * _____ (Aadhar No. _____) (PAN _____) S/o _____ /W/o Sri _____, by faith _____, by occupation - _____, by Caste _____, residing at _____, in the state _____ hereinafter called the "Vendee/s" (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).

*** (strike out which is not applicable)**

Owners, Developer/Promoter and Vendee/s are hereinafter individually referred to as such or as "Party" and collectively as "Parties".

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

1 BACKGROUND:

1.1 WHEREAS Late Triveni Devi Agarwalla wife of Late Prabhu Dayal Agarwalla acquired ownership right, title & interest in the immovable properties/plots admeasuring 438.3 decimal, Khata No. 113 Plot No. 1168, 1169, 1170, 1171, 1172 and 1173 situated in Mouza Kolakusuma No. 12, PS. Saraidhela, District Dhanbad by the following six number of registered sale deeds described as per the following details;

For Sale
Director

- a. 139 Decimal of Plot of Land purchased from Hadri Ram Mandal S/o Late Padu Mandal vide registered sale deed No. 16463 dated 25/11/1958
 - b. 137 Decimal of Plot of Land Purchased from I, Madhu Mandal & 2. Malindra Mandal both sons of Late Yudisthar Mandal vide registered sale deed No. 16464 dated 25/11/1958
 - c. 81 Decimal of Plot of Land Purchased from 1. Jyoti Mandal, 2. Mati Lal Mandal, 3. Chutu Mandal, 4. Sita Ram Mandal, 5. Sri Ram Mandal, all five sons of Akil Mandal and 6. Chandra Mandal, 7. Taru Mandal both sons of Kunj Mandal and 8. Bhupati Mandal S/o Fakir Mandal vide registered sale deed No. 16469 dated 25/11/1958
 - d. 19.50 decimal of Plot of Land Purchased from Bhupati Mandal S/o Fakir Mandal vide registered sale deed No. 850 dated 24/01/1959
 - e. 3.80 decimal of Plot of Land Purchased from Sri Ram Mandal S/o Akhil Mandal vide registered sale deed No. 851 dated 24/01/1959
 - f. 58 Decimal of Plot of Land Purchased from I, Chandra Mandal, 2. Taru Mandal, both sons of Kunj Mandal, 3. Sita Ram Mandal, 4. Jyoti Mandal, 5. Mati Lal Mandal, 6. Chutu Mandal, all four sons of Akhil Mandal vide registered sale deed No. 3889 dated 02/03/1959.
- 1.2 Triveni Devi Agarwalla had died on 28.04.1978 leaving behind her four sons namely 1. Ram Krishna Agarwalla, 2. Narendra Kumar Agarwalla, 3. Gopal Krishna Agarwalla and 4. Dharendra Kumar Agarwalla.
- 1.3 Sri Ram Krishna Agarwalla S/o Late Smt. Triveni Devi Agarwalla and Late Sri prabhu Dayal Agarwalla also had died on 05.03.1993 leaving behind his legal heirs including wife Smt. Sulochana Devi Agarwalla and six sons namely 1. Sri Mahendra Kumar Agarwalla, 2. Sri Surendra Kumar Agarwalla, 3. Sri Bhupendra Kumar Agarwalla, 4. Sri Ravindra Kumar Agarwalla, 5. Sri Satyendra Kumar Agarwalla and 6. Sri Anarendra Kumar Agarwalla., whose inherited/acquired entire right, title and interest in the above mentioned land admeasuring 438.3 decimal in a family Partition vide deed of Memorandum of Partition, dated 30th October 2010 along with other adjoining lands and Mr. Narendra Kumar. Agarwalla, Gopal Krishan Agarwalla and heirs of Late Dharendra Kumar Agarwalla all sons of Late Smt. Triveni Devi Agarwalla/ S/o Late Sri Prabhu Dayal Agarwalla have relinquished their entire right, title aicl interest of whatsoever nature on the said land in favour of Smt. Sulochana Devi Agarwallaancl her above six sons.

1.4 That on the basis of Memorandum of Partition dated 30.10.2010 and other supporting documents, the said Land measuring 438.30 decimal and other adjoining land entered /mutated in the name of Smt' Sulochana. Devi Agarwalla and her six sons namely 1. Sri Mahendra Kumar Agarwalla 2. Sri Surendra Kumar Agarwalla, 3. Sri Bhupendra Kumar Mahendra Kumar Agarwalla 2. Sri Surendra Kumar Agarwalla, 3. Sri Bhupendra Kumar Agarwalla 4. Sri Ravindra Kumar Agarwalla, 5. Sri Satyendra Kumar Agarwalla and 6. Sri Anarendra Kumar Agarwalla in the Books of Landlord of Jharkhand vide Mutation case No. 8381R2112020-2021 dated 22.09.2020 under Volume No. 15, Page No. 50

1.5 Sri Mahendra Kumar Agarwalla S/o Smt. Sulochana Devi Agarwalla also had died on 14.02.2021 leaving behind his legal heir including his wife, one son and three daughters namely 1.Smt. KusumAgarwalla (wife) 2. Sri DivnarkKurnar A-eawwalla (Son) 3. Miss Kritikka

For Sukhdeep Realtors Pvt.Ltd.

Director

Rani Agarwalla (Daughter) 4. Smt Anamika Gupta (Daughter) 5. Smt Minaakshi Abhash Chhawchharia (Daughter). After demise of Sri Mahendra Kumar Agarwalla, on request of the above said successors/legal heirs of Late Mahendra Kumar Agarwalla for mutation of said land in their favour, their name was entered in the Books of Landlord of Jharkhand vide Mutation case No. 392/R/2712021-2022 dated 26.06.2021 under volume

No. 16, page No. 95.

1.6 As such, pursuant to the Sale Deeds, Memorandum of Partition and Mutation entries referred to above, the Land Owners No. 1 to 7 are represented to the recorded owner in possession of said land measuring 190 decimal, Old Khata No. 113, Old Plots No. 1168 to 1173 situated in Mouza Kolkusuma No. 12, PS. Saraidhela, District Dhanbad. The above said Plot Nos. and Khata number converted in to New Plots Numbers as well as new Khata Numbers in the revenue records with respect to said land and other adjoining land.

1.7 The Land Owner No. 1 to 7 represented that the land measuring 190 Decimal, old Khata No. 113, Old Plot No. 1168 to 1173 (New Khata Nos. 446, 539, New Plot Nos. 866, 865, 864, 862) as per details mentioned in Schedule A read with Annexure-1 are clearly demarcated land and is in their exclusive possession for commercial use and the said land is free from all sort of encumbrances, attachments, charges, liens, lispendens, acquisitions, claims, demands, statutory dues, injunction notices, requisitions, family dispute and trusts of whatsoever or howsoever nature and the Land Owner No. 1 to 7 has full and unrestricted right and power to convey, assign, transfer, alienate, sell and develop the subject land.

1.8 The Land Owners No. 1 to 7 are the absolute and lawful owners and/or otherwise well and sufficiently entitled to land measuring **190 decimal** more fully described in **SCHEDULE A** read with Annexure-1 hereto (**the "SAID LAND"**)

1.9 The Developers/Promoter have entered into Development Agreements dated 04.12.2021 with the Land Owners No. 1 to 7 and the said Development Agreement duly registered on 04.12.2021 before the Office of the Sub-Registrar, Dhanbad and recorded in Book-1, Volume No. 757, at Pages 1 to 150, being document No. 2021/DHAN/6818/BK1/6255 (**the "DEVELOPMENT AGREEMENT"**) for developing and/or constructing the Multi-storied Commercial Building/Complex on the said land subject to the consideration and terms and conditions contained therein.

1.10 In terms of the provisions of the Development Agreement, the Owners/Land owners No. 1 to 7 has executed General Power of attorney dated 4th December, 2021 and the same Registered before the Office of the Sub-Registrar, Dhanbad, Distt. Dhanbad and recorded in Book-4, Volume No. 56, at Pages 377 to 464, being document No. 2021/DHAN/6820/BK4/554 in favour of the Director of Developer/Promoter namely Manoj Modi S/o Sri Sanwar Prasad Modi, Resident of Flat No. 502, Sukhdam Heights, behind Ray Takies, P.O. Dhanbad, Police Station Bank More, Distt. Dhanbad (Aadhar No. 7356 8301 7814) for the purpose of carrying out various works in connection with the development of the Said Land in terms of the Development Agreement including convey the Ownership of Units/Shops/Office Space in favour of Prospective Buyers, falls in the Developer/Promoter share (**the "POWER OF ATTORNEY"**).

1.11 The Multi-storied Commercial building/ complex which is commonly and popularly known as "**Ram Krishna Arcade**" (**the "Building/Complex/Project"**) being constructed on the

For Sukhdam Resear
Director

No. 16, Page No. 95.

16 As such, pursuant to the Sale Deeds, Memorandum of Partition and Mutation entries referred to above, the Land Owners No. 1 to 7 are represented to the recorded owner in possession of said land measuring 190 decimal, Old Khata No. II 3, Old Plots No. I 1 68 to 1173 situated in Mouza Kolakasuma No. 12, PS, Saraidhela, District Dhanbad. The above said Plot Nos and Khata number converted in to New Plots Numbers as well as new Khata Numbers in the revenue records with respect to said land and other adjoining land.

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111 The Multi-storied Commercial building/ complex which is commonly and popularly known as "**Ram Krishna Arcade**" (**the "Building/Complex/Project"**) being constructed on the said land more fully described in the Schedule "**A"** read with **Annexure-1** as per Building Plan of said Project/Complex approved/sanctioned by the Authority vide MEMO No **DDMC/BP/0085/W/23/2022** dated 04/06/2022 (**Said Plan**).

For Sukhidiham Realtors Pvt. Ltd.

Director

1.12 In terms of the provisions of the Development Agreement, after sanction of Building Plan, the Owners and Developer executed Agreement of Division and has earmarked/ identified/distributed their respective sale/developed area in the total Area in the said Building/Complex/Project

1.13 WHEREAS the Developer/Promoter has completed the construction of the said Building/Complex/Project and obtained the Completion Certificate/Occupation Certificate from the competent authority vide MEMO No _____ DMC/BP/0085/N/23/2022 dated 04/06/2022.

1.14 WHEREAS the Vendee/s have applied for allotment of a Shop/Office Space in the Project/Complex vide Application dated _____ having car park area of _____ and have been allotted Shop/Office Unit No. _____ Building/Complex/ Project _____ sq. ft. on the _____ parking _____ floor in the said _____ space. _____ if _____ along with _____ parking _____ applicable as permissible under applicable law and/or together with proportionate share in the Common Areas of the Project/Complex as defined under clause set in Section 2 of the RERA Act, the extent applicable to the Project (more fully collectively described in the Schedule-B hereunder written and collectively the said ("Office Space/Shop") and a floor plan showing the Office Space/Shop in 'RED COLOUR' thereon is annexed hereto and marked as "ANNEXURE-B"

1.15 WHEREAS The Promoter, Land Owner and Registrar Vendee/s have entered into an Agreement for Sale dated _____, registered in the Office, Dhanbad recorded in Book No.1, Volume No. _____, at Pages _____ to _____, being Deed No. _____ (Said Agreement) in this regard.

1.16 WHEREAS the Parties have gone through all the terms and conditions set out in the Said Agreement to Sell _____ as well as in this Conveyance Deed and have understood them mutually in rights and obligations

1.17 WHEREAS the Parties hereby confirm that they are signing this Conveyance with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Building/Project/Complex to which this Conveyance relates.

1.18 WHEREAS the Vendee/s have been made aware and have unconditionally agreed that the Vendee/s of Said Complex/Project shall also have complete and unhindered access to all Common Areas as also to all amenities and facilities of the Project/Complex which are meant or allowed by the Promoter/Developer for use and enjoyment by such other co-owners and/or third parties, as the case may be.

1.19 WHEREAS the Parties, relying on the confirmations, representations and assurances of each other to fully abide by all the terms, conditions and stipulations contained in this conveyance as well as in the Said Agreement for sale _____ and _____ applicable to laws, are now www.hllingcenter.in this Conveyance on the terms and conditions set out in the agreement for sale _____

1.20 WHEREAS in accordance with the terms and conditions set out in the Said Agreement for sale and in this Conveyance and as mutually agreed upon by and between the Parties, the Vendee/s hereby agree to sell and the Vendee/s hereby agrees to purchase the said "Office Space/Shop" after proper inspection of the said "Office Space/Shop" and after being fully satisfied with the quality of the Construction thereof, as specified in the manner mentioned below.

2 The Vendee/s hereby sell, convey and transfer to and unto the Vendee/s absolutely and forever, free from encumbrances, the said _____ "Office Space/Shop" as described For Suburban Real Estate _____

Director

in SCHEDULE B below subject to theovenants mentioned in this Conveyance.

3. **Consideration and Payment:** The aforesaid transfer of the said "Office Space/Shop" is being made by the Vendors in consideration of the Total Price (defined below) of Rs. (Rupees _____) paid by the Vendor/s to the Promoter/Developer, receipt of which the Developer Promoter hereby unambiguously accepts. Consideration below admits and acknowledges.

NOW HEREOFREIN consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

4. TERMS

- 4.1 Subject to the terms and conditions as detailed in this Conveyance Deed, the Vendors hereby sell to the Vendor/s the said "Office Space/Shop" as more fully described in the SCHEDULE B in consideration of the Total Price as set out in the captioned hereof. Rs. (Rupees _____) Only and the same were received from the Vendor/s in the manner written in the SCHEDULE OF PAYMENT annexed hereto as "Annexure - C" (the "TOTAL PRICE").

- 4.2 The Vendor/s are acquainted with, fully aware of and are thoroughly satisfied with the condition of the Vendors, their rights and the extent of the Promoter in the said Project Complex, the Sanctioned Plan, all back ground papers, the rights of the Vendors to grant this Conveyance, the scheme of development and the extent of the rights being granted in favour of the Vendor/s and the covenants mentioned above and of the said Agreement for and or else herein this Conveyance and the Vendor/s hereby accept the same and shall not raise any objection with regard thereto.

- 4.3 The Vendors agree and acknowledge that the Vendor/s shall have the right to the said Office Space/Shop as mentioned below:

- 4.3.1 The Vendor/s shall have exclusive ownership of the said Office Space/Shop.

- 4.3.2 The Vendor/s shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Vendor/s in the Common Areas is undivided and cannot be divided or separated, the Vendor/s shall use all Common Areas along with other purchasers, maintenance staff etc. of the Project/Complex, without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall have over the Common Areas to the association of all the flat owners as provided in the Act.

- 4.3.3 The rights of the Vendor/s are limited to ownership of the said Office Space/Shop and the Vendor/s hereby accept the same and the Vendor/s shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

- 4.3.4 The Common Areas shall always be and remain subject to change and modification, as may be deemed necessary by the Promoter/Developer (without affecting the rights of the Vendor/s) prejudicially to the accommodation of the future plans regarding the said Land and other Project/Complex and the Vendor/s hereby accept the same and shall not, under any circumstances, raise any objection, or hindrance thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas.

- 4.3.5 The Vendor/s shall only have user rights in the Common Areas of the Project/Complex to the extent required for the beneficial use and enjoyment of the said Office Space/Shop and the

For Sukhram Realtors Pvt. Ltd.

Director

Vendor's hereby accept the same and the Vendor's shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area of the Project/Complex

- 4.4 The Promoter/Developer shall have a partial outgoing be fore transferring the physical possession of the said Office Space/Shop to the Vendor's which the Developer has collected from all the Shop /unit owners (including the Vendor's herein) for the payment of outgoing's (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, other including mortgage loan and interest on mortgage or other financial institutions liabilities payable competent authorities, banks (s) and financial institutions which are related
- 4.5 The Project) Many payment of such outgoing's remains pending be fore transferring the said Office Space/Shop to the Vendor's, then, and in such event, the Developer agrees to be liable, even after the transfer of the said Office Space/Shop, to pay such outgoing's and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken here for by such authority or person.

4.5 The transfer of the said Commercial Space/Shop being effected by this Conveyance is:

- 4.5.1 As a sale with the benefit of the Transfer of Property Act, 1882.
- 4.5.2 Absolute, irrevocable and imperpetuity.
- 4.5.3 Free from encumbrance including but not limited to liabilities, claims, statutory prohibitions, rights, residual rights, attachments, liens, charges, mortgages, trusts, wakfs, reversions
- 4.6 **The transfer of the said Office Space/Shop**

4.6 And Appurtenance being effected by this Conveyance is subject to:

- 4.6.1 Vendor's regularly and punctually paying costs, expenses, deposits and charges for Panchnay Tax, Land Revenue, surcharge, levies, cess, etc. (collectively Rates & Taxes), as assessed for the said Office Space/Shop And Appurtenance.
- 4.6.2 The Vendor's regularly and punctually paying proportionate share (Maintenance Charge) and other charges in the common expenses for maintenance and upkeep of the Common Areas, as determined by Promoter/Association (collectively Common Expenses Maintenance Charge),
- 4.6.3 The Vendor's observing, performing and accepting the stipulations, regulations and covenants (collectively Covenants) as mentioned hereunder in this conveyance.
- 4.6.4 Indemnification by the Vendor's about the Vendor's faithfulness and punctuality and performing all covenants, stipulations and obligations required to be observed by the Vendor's by performed herunder as well as under the Said Agreement. The Vendor's agree to keep indemnified the Promoters and/or their successors-in-interest, of, from and against any losses, damages, costs, charges and expenses which may be suffered by the Promoters and/or their successors-in-interest by reason of any default of the Vendor's

5 CONSTRUCTION OF THE PROJECT/PARTMENT:

The Vendor's have seen, inspected and accepted the said Office Space/Shop, the completion certificate, occupancy certificate and all other plans and specifications in Annexure-Band also the specifications, amenities and facilities of the said Office Space/Shop /Project and have accepted the same which has been approved by the competent authority.

6 POSSESSION OF THE APARTMENT:

Delivery of Possession: Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said Office Space/Shop has been handed over by the Promoter to the Vendor's son _____ which the Vendor's admit, acknowledge and accept.

7 REPRESENTATION AND WARRANTIES OF THE PROMOTER/VENDORS: The For Sukhdham Realtors Pvt. Ltd.

Director

Promoter/Vendor hereby represents and warrants to the Vendor/s as follows:

- (i) The Vendor/s have absolute, clear and marketable title with respect to the Said Land and the Developer has the requisite rights to carry out development upon the Said Land and the Owner is having absolute, actual, physical and legal possession of the Said Land and the Developer is having permissive possession of the Said Land for construction and development of the Said Project/Complex;
- (ii) The Promoter have lawful rights and requisite approvals from the competent Authorities to carry out development of the Complex;
- (iii) There are no encumbrances upon the Said Land or the Complex and the Vendor/s will get the title of the said Office Space/Shop free from all encumbrances;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land and/or Complex and/or the said Office Space/Shop save and except as specifically mentioned, if any, in this Conveyance;
- (v) All approvals, licenses, permits and completion certificate issued by the competent authorities with respect to the Complex and/or the Said Land and said Office Space/Shop are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Complex and/or the Complex, Said Land, building, said Office Space/Shop and Common Areas;
- (vi) The Promoter have the right to execute this Conveyance and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Vendor/s created herein, may prejudicially be affected;
- (vii) The Promoter have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement/ conveyance with any person or party with respect to the Said Land, including the Project/Complex and the said Office Space/Shop which will, in any manner, affect the right, title and interest of Vendor/s under this Conveyance;
- (viii) The Promoter confirms that the Promoter/s not restricted in any manner whatsoever from selling the said Office Space/Shop to the Vendor/s in the manner contemplated in this Conveyance;
- (ix) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;
- (x) The Developer has duly paid and discharged all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to Project/Complex to the competent Authorities till the date of completion certificate has been issued and possession of said Office Space/Shop or Building, as the case may be, along with Common Areas equipped with all the specifications, amenities and facilities have been handed over to the Vendor/s and the association or the competent authority, as the case may be or till the Possession Date (as mentioned in the Said Agreement) whichever is earlier.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Complex.
- (xii) Vendor/s shall compensate the Promoter in respect of the Complex, Project/Complex if any loss or damage to the said land and/or which the Project/Complex is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

COVENANTS & RIGHTS OF THE VENDOR/S:

- (i) The Vendor/s hereby covenant and agree with the Promoter/Developer as ^{Andrew S} follows:
- (ii) That, on and from the date of Possession Date, the Vendor/s shall at all times make timely payment of the proportionate Common Charges and Expenses to the Developer in such intervals and manner at _____ and _____

For Sukhdham Realities Pvt. Ltd.

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- at/such rates may be decided by the Developer, failing which the Developer shall be entitled to take such action as it may deem fit.
- (iii) That the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Occupiers of the Complex/Project, in such manner as may be decided by the Developer from time to time in his regard.
- (iv) That the right of the Vendee/s to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Developer or Maintenance Agency and performance by the Vendee/s of all his/her obligations in respect of the terms and conditions specified by the Developer as the case may be, from time to time;
- (v) That the Vendee/s shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoing charges thereafter referred to as "OUTGOINGS") related to the said Office Space/Shop from the Possession Date. However, so long as the said Office Space/Shop is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, the Vendee/s shall be liable to and will pay his/her/its proportionate share of the same to the Municipal Corporation, the local authority or other authority to whom the same is attributable;
- (vi) Developer and/or the Association, as the case may be, Further, and not from the Possession Date (as mentioned in the Said Agreement), the Vendee/s shall be liable to pay proportionately all Outgoings of the Common Areas on the basis of his/its share as decided by the Developer or Maintenance Committee, such bills being conclusive proof of the liability of the Vendee/s in respect thereof;
- (vii) That the Vendee/s shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the said Office Space/Shop in the records of the concerned authorities and shall keep the Owners and the Developer indemnified against any loss, claims and/or demands that may be incurred by or may arise against the Owners or his/its obligation by the Vendee/s;
- (viii) That the Vendee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer;
- (ix) That wherever in this Conveyance it is stipulated that the Vendee/s have to make any payment, in common with other Co-buyers in the Complex/Project, the same shall be in the proportion which the Carpet Area of the said Office Space/Shop bears to the total Carpet Area of all the Office Space/Shops in the Complex/Project;
- (x) That the Vendee/s shall use the said Office Space/Shop or any part thereof or permit the same to be used only for specified purposes.
- (xi) That the Vendee/s agree to permit the Developer to have access to all Common Areas, garage, parking spaces and other areas of the Complex, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works, whether over-ground or under-ground, as may be required for the Complex, and the Vendee/s agree to permit the Developer and/or the Maintenance Committee to enter into the said Office Space/Shop or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to settling any defects.
- (xii) That the Vendee/s hereby accept/modify/confirm in many manner change (1) the elevation and color of the scheme of the said Office Space/Shop and the Building;
- (2) design and or the color of the scheme of the windows, grills and the main door of the said Office Space/Shop and/or
- (3) the common lobby; and the Vendee/s shall not block the common lobby; also the Vendee/s shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations;
- (xiii) That the Vendee/s hereby accept not to alter, modify or in any manner change the

For Sukhdham Realtors Pvt. Ltd.

Director

- structure or any civil construction in the said Office Space/Shop and the Building.
- (viii) That the Vendor/s hereby also accepts not to sub-divide the said Office Space/Shop and the Common Areas, under any circumstances.
- (vix) That the Vendor/s hereby also accepts not to change/alter/modify the name of the Building from Hampton Heights Conveyance and
- (vxi) That the Vendor/s hereby accept, confirm and declare that the covenants of the Vendor/s ascended in this Conveyance shall (A) run perpetually; and (B) bind the Vendor/s and his/its successors-in-title or interest and that the Vendor/s shall be responsible for any loss or damage arising out of breach of any of the conditions contained in this Conveyance.
- (vxi) The Vendor/s has paid / shall bear all expense of the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of the Conveyance Deed in respect of the said Shop/Office Space in favour of the Vendor/s. The Vendor/s has paid applicable Stamp Duty and ancillary charges on this Conveyance deed and in future, if any demand is raised/or penalty is imposed due to any deficiency /short fall in the stamp duty paid in respect of said Shop/Office Space, the Vendor/s shall be solely liable to pay and bear the said demand and penalties and shall keep the Vendor/Developer fully harmless and indemnified in this regard.
- (vxi) The Vendor/s, if resident outside India, NRI and/or PIO shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act, and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The Vendor/s represents that they have compliance with all the laws that need to be complied with by them in order for them to execute this Conveyance Deed.

9 **MAINTENANCE OF THE OFFICE SPACE/SHOP PROJECT:**

- 9.1 The Developer/Promoter has provided and shall maintain essential services in the Complex till the taking over of the maintenance of the Complex by the association (upon formation).
- 9.2 The cost of such maintenance from the date of the Vendor/s taking over physical possession and/or from the Possession Date, (as mentioned in the Said Agreement) whichever is earlier, is payable by the Vendor/s for the said Office Space/Shop proportionately as per the rates to be calculated on per square feet basis (or the carpet area of the said Office Space/Shop) and/or the maintenance provided in this Conveyance and/or as may be decided by the Developer and/or the association, as the case may be.

10 **INTERIM MAINTENANCE PERIOD**

- 10.1 During the interim maintenance period between obtaining of the completion certificate of Project/Complex and formation of the Association, the Developer/Promoter shall through its effort through a facility management company constitute a Maintenance committee to run, operate, manage and maintain the Common Areas.
- 10.2 The Developer shall endeavor that the Maintenance committee responsible for the maintenance and operation of the Common Areas will be required to provide manpower for maintaining the Common Areas, wherever required, and to collect maintenance charges and the user charges for the utilities being provided on "pay by use" basis, if any.
- 10.3 The Developer shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Project/Complex by the Association. The cost of such maintenance shall be borne and paid by the Vendor/s proportionately for the said Shop/Office Space.
- 10.4 The maintenance and management of Common Areas by the committee will primarily

For Sukhdham Realtors Pvt. Ltd.

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- 11 include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies, lifts and staircases, AMC's, etc. It will also include safety and security of the complex such as fire detection and protection and management of general security control of the Complex.
- 10.5 The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas shall during their term maintenance period shall be framed by the Developer/Promoter with such restrictions as may be necessary for proper maintenance and all the Vendor's are bound to follow the same.
- 10.6 After the Common Areas of the Complex are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the Promoter, with or without amendments, as may be deemed necessary by the Association.
- 10.7 The cost of maintenance has been not included in the Total Price of the shop/ office space.

11 **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Vendor's from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 90 (Ninety) days, and in the event of Developer's failure to rectify such defects within such time, the Vendor's shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12 **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Developer/maintenance agency/Association (upon information) shall have the right to unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Vendor's agree to permit the Developer/ Association and/or maintenance agency to enter into the said Office Space/Shop or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

13 **USAGE:**

Use of Basement and Service Area: The basement(s) and service areas, if any, as located within the Complex/Project is earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment, set and other permitted uses as per the said Plan and/or the sanctioned plan. The Vendor's shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked in the said Plan and/or the sanctioned plan and the same shall be reserved for use by the association of allottees for rendering maintenance services.

14 **COMPLIANCE WITH THE RESPECT TO THE OFFICE SPACE/SHOP:**

14.1 The Vendor's shall be solely responsible to maintain the said Shop/office Space at its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building/Project/Complex, or the said Office Space/Shop, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Office Space/Shop and keep the said Office Space/Shop, its walls and partitions, sewers, drains, pipe and appliances there to or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building/Complex is not in any way damaged or jeopardized.

14.2 The Vendor's further undertake, assure and guarantee that the Vendor's would not

For Sukhram Realtors Pvt. Ltd.

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any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the facade/facade of the Building or anywhere on the exterior of the Complex, buildings, therein or Common Areas. The Vendee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the Building or carry out any change in the exterior elevation or design. Further, the Vendee/s shall not store any hazardous or combustible goods in the said Office Space/Shop or place any heavy material in the common passages or staircase of the Building/Complex.

14.3 The Vendee/s shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

14.4 That the proprietary rights of all the common areas including the roads, common passages, capital equipments like lifts, generators, boring pumps, parking place, motor rooms etc. shall vest in the Vendor and shall be governed by the rules made from time to time for proper maintenance thereof. The Vendee/s is aware that what it is purchasing is a Shop/Office Space in a Multistoried Complex, which is to be maintained in a proper form. The Vendee/s has purchased the said Shop/Office Space on the specific understanding that the right to use common facilities as available to the Vendee/s and/or the said Shop/Said Office Space, shall be subject to the payment of the maintenance. Electricity charges and other charges to the Vendor/Maintenance Committee/Service Provider and performance of all the covenants of these presents. If the maintenance, electricity and other charges are not paid regularly, as decided by the Vendor/Maintenance Committee/Service Provider, the Vendee/s shall have no right to use the common facilities and/or the common areas of the said Complex including the use of corridors etc. In other words, the right of passage is not an integral part of the Sale of the said Shop/Office Space. The right to use common areas, passages, etc. of the said Complex as well as right of ingress and egress into the said Complex and common facilities will be available only on payment of maintenance and other charges as may be determined from time to time. As soon as the maintenance, electricity charges and other charges, etc. are regularly paid and covenants herein observed, the aforesaid rights will be made available to the Vendee/s.

14.5 That the terms and conditions of Agreement to Sell is deemed to have been incorporated in this Conveyance deed. The Vendee/s shall fully observe and perform the same. The Agreement to Sell and this conveyance Deed shall be read together and the terms shall be construed harmoniously. In case of any contradiction or any inconsistency, the terms and conditions of this Conveyance deed shall prevail.

15 **COMPLIANCE OF LAWS, NOTIFICATION SETC. BY PARTIES:**

The Parties are executing this Conveyance with the full knowledge of all laws, rules, regulations, notifications applicable to the Complex/Project.

16 **ADDITIONAL CONSTRUCTION:**

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Complex/Project after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the in strict compliance with section 14 of the RERA Act and other laws as applicable.

17 **PROVISIONS OF THIS CONVEYANCE APPLICABLE ON SUBSEQUENT VENDEE/S/PURCHASER**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project/Complex shall equally be applicable to and enforceable against any subsequent Vendee/s/Purchaser of the shop/ office space, in case of a transfer, as the said obligations go along with the shop/ office space for all intents and purposes.

For Sukhdhar Realtors Pvt. Ltd.

Director

SCHEDULE A

All that piece and parcel of land measuring 190 decimal situated in Mouza Kolakusuma No. 12, PS Sarabhela, District Dhanbad, old Khata No. 113, Old Plot No. 1168 to 1172 (New Khata Nos. 446, 539, New Plot Nos. 866, 865, 864, 862) abutted and bounded as follow:

In the North: Govindpur Dhanbad Road
In the South : Land of the First Parties
In the East : Balujee Petrol Pump
In the West : Land of the First Parties.

Annexure-1

S. No.	Old Khata No	New Khata No	Old Plot No.	New Plot No.	Project Land Area (Decimal)
1.	113	446	1168	866	50
2.	113	446	1168	866	
3.	113	539	1170	865	54
4.	113	446	1171	864	
5.	113	539	1172	862	30
Total					190 Decimal

For Sukhram Realtors Pvt. Ltd.

Director

“SCHEDULE – “B”
(Particulars of the Office Space/Shop under Sale)

All that shop/ office No. _____ having carpet area of _____ square feet. Build-up Area _____ sq. ft. on _____ floor in multistoried Complex Commonly and popularly Known as _____, ALONG WITH undivided proportionate share, right, title and interest in the said land and underneath the building on which the Shop is situated, forming part of the said Land together with common rights in the common areas and facilities of the said Complex.

A Floor plan of Office Space/Shop, marked in Red Colour is attached as annexed hereto, being butted and bounded as under:-

North : _____
South : _____
East : _____
West : _____

ANNEXURE ‘B’ - FLOOR PLAN OF THE OFFICE/SHOP. (PLEASE ANNEXED FLOOR PLAN OF SHOP)

For Sukhdham Realtors Pvt. Ltd.

Director



ANNEXURE-C

(SCHEDULE OF PAYMENT)

S. No.	Cheque No.	Date	Drawn on	Amount in Rs.
1.				
2.				
3.				
4.				
5.				
6.				

For Sukhdhan Realtors



Director

IN WITNESSES WHEREOF, the Vendor and the Vendee/s have signed this Deed after understanding the contents which have been explained to each of them in vernacular which they admitted as true and correct, on the date, month and year written heretabove, in the presence of the following witnesses:

SIGNED AND DELIVERED by

Land Owners/Vendor through its Power of Attorney Holder

Manoj Modi

SIGNED AND DELIVERED by _____

Sukhdham Realtors Pvt Ltd.
(PROMOTER/DEVELOPER/VENDORS)

Through its Authorised Signatory

SIGNED AND DELIVERED by the
With named **VENDEE/S**

WITNESSES:

1. Signature _____
Name _____
Address _____
ID _____

2. Signature _____
Name _____
Address _____
ID _____

For Sukhdham Realtors

Director