

DEED OF CONVEYANCE OF A PROPERTY EXCLUSIVE OF A FLATOR
FLOOR IN THE BUILDING

This Deed of Conveyance is made at Hazaribagh on this day of.....between **M/S VARDAAN DEVELOPERS [PAN- AATFV5319G]** having its registered office at Sharma House, Matwari Colony, Hazaribagh, State Jharkhand represented through through Partners SHRI RITVIK ANAND and SHRI AARYAN KUMAR hereinafter referred to as the 'Vendor' of the one Part
And Mr..... hereinafter referred to as the 'Purchaser' of the other part.

WHEREAS the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land with building thereon situate at land under Khata No. 01, R.S. Plot No.- 71, measuring an area 42 Decimal, situated at Village – Sirka, P.S.- Sadar, Thana No.- 146, District - Hazaribagh, State Jharkhand

AND WHEREAS, the Developer M/S VARDAAN DEVELOPERS through Partner SHRI RITVIK ANAND has started the construction multi-storied commercial cum residential building namely “PURAYAR RESIDENCY” constructed according to sanctioned plan approved by Hazaribagh Municipal Corporation, Hazaribagh vide B.C. Case No.- HMC/BP/0041/W34/2022 and ALT Case No.- HMC/BP/0035/W34/2023.

AND WHEREAS (1) DR. RASHMI PURAYAR wife of Shri Bhupendra Gupta, (2) SMT. KIRAN ASHISH SINHA wife of Shri Ashish Sinha, (3) SMT. JYOTI SINHA wife of Shri Manoj Kumar Sinha, (4) SMT. SHIKHA PURIYAR wife of Late Arun Prakash Puriyar jointly entered into a registered Development Agreement being Deed No. 2021/HAZ/3304/BK1/3194 dated 09.04.2021, registered before the Registrar Hazaribagh and which is entered in Book I Volume 275 Pages 395 to 498, in the year 2021

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with M/s Vardaan Developers through through Partners SHRI RITVIK ANAND and SHRI AARYAN KUMAR for the development of the aforesaid land under Khata No. 01, R.S. Plot No.- 71, measuring an area 42 Decimal, situated at Village – Sirka, P.S.- Sadar, Thana No.- 146 District - Hazaribagh, State Jharkhand.

AND WHEREAS the PURCHASER after fully satisfying himself with the stated facts approached to the developer for allotment of a Residential Flat in the proposed multi storied building (to be known and named as “PURAYAR RESIDENCY” aforementioned out of the Developer’s Area.

AND WHEREAS the Developer accepted the proposal of the PURCHASER and allotted him Flat No._____on th Floor, having area of Sq.Ft. Super Built up area of_Sq. Ft. approximately as described in Annexure-I, with undivided and proportionate share of land out of Schedule “A” land.

That the Developer hereby agrees to sell and the PURCHASER hereby agrees to acquire the said premises at a total consideration of Rs.

_____upon the terms and conditions set out hereunder as mutually agreed by and between the parties thereto.

That the price mentioned above is inclusive of the cost of providing electric wiring, switches, transformer, lift, but does not include the cost of electric fittings and fixtures such as geysers, fans etc. which shall be installed by the PURCHASER at his own Cost. Besides the same the PURCHASER shall also pay the service tax, GST or any other prevailing taxes, surcharge or to be imposed by the Government, competent authority before delivery of physical possession to the Developer.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of Rs (Rupees)
paid by the Purchaser to the Vendor as earnest on the day of and the balance of Rs..... paid on the execution of these

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sum of Rs(Rupees.) being the full consideration agreed to be paid by the Purchaser to the Vendor (receipt whereof the Vendor doth hereby admit) He the Vendor doth hereby convey or transfer by way of sale the said piece of land with the building/structures standing thereon situate at and more particularly described in the Schedule hereunder written and all things permanently attached thereto and standing thereon together with the benefit of all privileges, casements, profits, advantages, rights and appurtenances whatsoever to the said land and premises or any part thereof belonging or in anywise appertaining thereto (but exclusive of the whole of the ground floor built up portion or part of the said building in the occupation of the Vendor and all rights and appurtenances belonging thereto which will continue to belong to the Vendor as owner) and all the other estate, right, title and Interest of the vendor whatsoever at law or otherwise to the said land and building and other premises hereby conveyed (but exclusive of the ground floor portion as aforesaid) TO HAVE AND TO HOLD the same and the other premises hereby conveyed (but exclusive as aforesaid) unto and to the use of the Purchaser for ever and absolutely subject to the payment of all rents, rates, taxes, assessment dues and duties now chargeable and payable and t at may become chargeable and payable from time to time hereafter in respect of the said land and premises hereby conveyed (but excluding those relating to the ground floor portion of the said building) to the Government or the Municipal Corporation (or Council) or any other local or public authority.

1. And for the beneficial enjoyment of the said land and other premises hereby conveyed to the Purchaser and of the ground floor portion of the said building retained by the Vendor. by the respective parties to whom they shall belong it is agreed and covenanted by and between the parties hereto as follows;

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- (1) The Purchaser hereby grants to the Vendor and the Vendor shall have the right In common with other occupants of the said building to pass and re-pass over the passage from the main door of the said flat leading to the staircase and over the staircase and the ground floor passage leading to the main road on which the said building abuts at all the time during day and night.
- (2) The Vendor shall have no right to use the said passage or any other area outside the flat for storing any material whatsoever or to use It for any other purpose.
- (3) The Vendor shall be liable to pay to the Purchaser the proportionate expenses incurred by the Purchaser for carrying out any repairs to the said building including the said flat or ground floor premises for painting or whitewashing the outside walls Including expenses for repairs to the water, electricity and drainage connections and amenities and which repairs will be of a nature common to or for the benefit or advantage of the whole building and for the maintenance and upkeep of the said whole building.
- (4) The Vendor will have no right or claim to the said land on which the said building stands or any part thereof and in the event of the complete destruction of the building by fire or earthquake or any other calamity. the Vendor will have no right or claim thereto.
- (5) The said building shall be insured by the Purchaser in the joint names of the Purchaser and Vendor for such amount as will be equal to the cost of construction thereof for the risk as to 'destruction' due to fire and in the event of the said building including the said ground floor flat being destroyed or damaged by fire the Vendor will be entitled to the proportionate share in the insurance money paid by the insurance company. The Vendor shall also pay to the Purchaser the proportionate share in the yearly premium payable to such company.

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- (6) The charges payable in respect of Water and Electricity in respect of the said flat or ground floor premises hereby retained by the vendor and excluded from the transfer to the purchaser will be borne by the Purchaser alone and the same if common to the whole building will be paid by the Purchaser and the Vendor proportionately.
- (7) The Vendor shall also be liable to pay to the Purchaser proportionate expenses incurred for common expenses by way of sweepers wages, watchmen's wages if any or otherwise as any may be required to be incurred for the maintenance and protection of the said building.
- (8) The Vendor shall carry out promptly all maintenance and repair work of the said flat or ground floor premises which if omitted would be a danger to the other parts of the said building or any part thereof and will be responsible for the damages and liabilities that the Vendor's failure to do so may endanger or result.
- (9) All the repairs to the Internal Installations of the said flat or ground floor premises hereby retained by the Vendor and not transferred to the purchaser such as water, light and gas, power sewage, telephones, airconditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to or forming part of the said flat shall be at the expense of the Vendor.
- (10) The Vendor shall not make any structural modifications or alterations in the said flat and the Installations located therein which will affect or damage any other portion of the said building without notifying the Purchaser in writing at least two weeks before the commencement of such work.
- (11) The Purchaser shall permit the Vendor or his representative, when so required, to enter any part of the said land and building for the purpose of fixing any installations, making alterations or repairs to the said ground floor flat provided that such request for entry is made in advance and that

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- such entry is convenient to the Purchaser except in case of emergency.
- (12) The Vendor shall not install wiring for electrical or telephone Installation. television antenna, machinery or air-conditioning units etc., on the exterior parts of the said ground floor flat or in common areas without the consent of the Purchaser which will not be unreasonably refused.
 - (13) The Purchaser will also not carry out any structural repairs or modifications to the said building which will cause any damage to the said flat externally or internally unless such repairs or modifications are absolutely necessary for the maintenance of the building.
 - (14) Each of the parties will not do or cause to be done any act of omission or commission, which would cause nuisance or annoyance to the other.
 - (15) No expenses for repairs or other purposes mentioned above will be incurred without the prior notice to the Vendor and without his approval.
 - (16) If the Purchaser fails to carry out any repairs as agreed and which are required to be carried out or required by the Government or Municipality or other local authority within a reasonable time, the Vendor will be entitled to carry out the same and in that event the Purchaser will be liable to pay the proportionate part thereof to the Vendor.
 - (17) The proportion of the expenses and other liabilities mentioned above would mean the proportion which the total built up area on the said land bears to the built up area of the said flat or ground floor premises hereby transferred.
 - (18) The expression 'Purchaser' or 'Vendor' used includes their respective heirs, executors administrators and assigns.
 - (19) Any amount payable by the Purchaser to the Vendor or by the Vendor to the Purchaser under these presents will be a charge on the portion of the said building belonging to him and such charge can be enforced by the other, by sale of such portion of the said property through court.
 - (20) All the agreements or covenants hereinbefore mentioned as given by the

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parties hereto to each other shall be attached to and run with their respective portions of the said property to which may relate.

- (21) The Vendor shall continue to be the full owner of the said ground floor flat and subject to what is provided above his ownership will be veritable and transferable.

II AND THE VENDOR HEREBY COVENANTS WITH THE PURCHASER
AS FOLLOWS

- (1) That the Vendor has in himself good right and full power to transfer the said land and the building thereon (excluding the ground floor flat as aforesaid) In the manner aforesaid.
- (2) The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon and exclusively occupy or possess and enjoy the said premises conveyed to him as aforesaid with the appurtenances and receive the rents, Income and profits thereof if any for his own use and benefit without any suit lawful eviction or interruption, claim or demand whatsoever from or by the Vendor or his heirs, executors, administrators or assigns or by Any person or persons claiming or to claim from or in trust for them, or any of them.
- (3) The Purchaser shall hold the said land and other premises hereby conveyed freely and clearly and absolutely exonerated and for ever released or. discharged or otherwise by the Vendor and well and sufficiently saved, defended kept harmless and Indemnified of, from or against all former and other estates, title, charges or encumbrances whatsoever made occasioned or suffered by the Vendor or by any other person or persons by, from, under, or, in trust for him.
- (4) The Vendor and all persons having or claiming any estate, right, title or Interest in the said land and premises hereby transferred by, from under

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or in trust for the Vendor or his heirs, executors administrators or assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or, cause to be done and executed all such further and other lawful acts. deeds and things In the law whatsoever for the better and more perfectly and absolutely granting the said land and premises unto and to the use of the Purchaser in manner aforesaid as by the Purchaser. his heirs. executors or administrators or assigns shall be reasonably required.

IN WITNESS WHEREOF the parties have put their hands the day and year first herein written.

THE SCHEDULE ABOVE REFERRED TO
(Details of the land)

All that peace and parcel of the land under Khata No.-01, R.S. Plot No.- 71, measuring an area 42 Decimals, situated at Village – Sirka, P.S.- Sadar, Thana No.- 146, District - Hazaribagh, State Jharkhand having purchased right which bounded and butted as follows:

North: -House of Deepak Paswan.

South: - Plot of Shanti Singh

East: - Road

West: - Plot of PB Jha

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ANNEXURE - I

(Details of the Residential Flat)

All that piece and parcel of a residential flat in bearing **Flat No. “__”** on _____ **Floor** of **“PURAYAR RESIDENCY”** having Super Built up area of _____ **Sq. ft.** approximate along with undivided share in land out of Schedule “A” land along right to use and enjoy common facilities and amenities such as lift, common electric meter and other common facilities and amenities jointly with other occupants. The Flat which is bounded and butted as under –

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

Signed and delivered by within named Vendor
in the presence of

Signed and delivered by within named Purchaser
In the presence of

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