

DEED OF CONVEYANCE

1. **Date:** _____ 202.....
2. **Place:** Saraikella – Kharsawan
3. **Parties:**
 - 3.1 **Vendor:** **SHRACHI REALTY PRIVATE LIMITED**, a company within the meaning of Companies Act, 2013 having its registered office at 8th Floor, Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass – R.B. Connector Junction, Police Station- Anandapur (previously Tiljala), Post Office – Madurdaha, Kolkata – 700 107, having Income Tax Permanent Account no. AALCS1558D, represented by its Authorised Signatory **Mr. Shashi Bhushan**, son of Late Paras Nath Mishra, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. _____ and Aadhaar No. _____, residing at Udaygiri – 423, Ashiana Enclave, Dimna Road, Post Office MGM, Jamshedpur, Purbi Singhbhum, Pin Code – 831 0185, Jharkhand, (**Vendor**)

And

- 3.2 **Purchaser:**

In case of single Individual Purchaser

_____, son/daughter/wife of _____, by religion _____, by occupation _____, Citizen of India, having Income Tax Permanent Account No. _____ and Aadhaar No. _____ and residing at _____, Post Office _____, Police Station _____, District _____, Pin – _____, Jharkhand (**Purchaser**).

OR

In case of joint Individual Purchasers

(1) _____, son/daughter/wife of _____, by religion _____, by occupation _____, Citizen of India, having Income Tax Permanent Account No. _____ and Aadhaar No. _____ and (2) _____, son/daughter/wife of _____, by religion _____, by occupation _____, Citizen of India, having Income Tax Permanent Account No. _____ and Aadhaar No. _____ and both residing at _____, Post Office _____, Police Station _____, District _____, Pin – _____ (**Purchaser**).

OR

In case of the Purchaser being a Company

_____, a company within the meaning of Companies Act, 2013 having its registered office at _____, Police Station – _____, Post Office – _____, Pin Code – _____, having Income Tax Permanent Account no. _____, represented by its Authorised Signatory _____, son/daughter/wife of _____, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. _____ and Aadhaar No. _____ and residing at _____, Police Station _____ Post Office _____, Pin Code – _____, Jharkhand, authorised vide Board Resolution dated _____ (**Purchaser**).

OR

In case of the Purchaser being a Partnership Firm

_____, a Partnership Firm established under the Indian Partnership Act, 1932 and having its office at _____, Police Station – _____, Post Office – _____, Pin Code – _____, having Income Tax Permanent Account no. _____, and represented by its Authorised Partner _____, son/daughter/wife of _____, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. _____ and Aadhaar No. _____ and residing at _____, Police Station _____ Post Office _____, Pin Code – _____, Jharkhand, authorised vide Partners Resolution/Letter of Authority dated _____ (**Purchaser**).

OR

In case of the Purchaser being a Trust/Society

_____, a Trust/Society established under the Indian Trusts Act, 1882/Societies Registration Act, 1860 and having its office at _____, Police Station – _____, Post Office – _____, Pin Code – _____, having Income Tax Permanent Account no. _____, and represented by its _____, Mr. _____, son/daughter/wife of _____, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. _____ and Aadhaar No. _____ and residing at _____, Police Station _____ Post Office _____, Pin Code – _____, Jharkhand, authorised vide Letter of Authority dated _____ (**Purchaser**).

OR

In case of the Purchaser being a HUF

Mr. _____ son/daughter/wife of _____, by religion Hindu, by occupation Service, Citizen of India, having Income Tax Permanent Account No. _____ and Aadhaar No. _____ and residing at _____, Police Station _____ Post Office _____, Pin Code – _____, Jharkhand for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, Police Station – _____, Post Office – _____, Pin Code – _____, having Income Tax Permanent Account No. _____ (**Purchaser**).

The term "Vendor" shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and assigns.

The term "Purchaser" shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of individuals, his/her/their respective heirs, successors, legal representatives, executors, administrators and assigns, in case of a Company, its successors-in-interest and assigns, in case of a Partnership Firm, the partners of the firm for the time being and their successors and assigns, in case of Trusts/Societies, the trustees of the trust for the time being/all the members of the Governing Body of the society for the time being and their successors-in-office and assigns and in respect of an HUF, the heirs, representatives, executors, administrators, successors-in-interest and assigns of the Karta of the HUF as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and assignees.

The terms "Vendor" and "Purchaser" are collectively referred to as **Parties**.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:**4. Subject Matter of Conveyance:**

- 4.1 **Said Apartment:** Apartment/Bungalow bearing no. having carpet area of [] square meter ([] square feet), corresponding to built-up area of [] square meter ([] square feet), corresponding to super built-up area of [] square meter ([] square feet), type, on the Floor in Tower no. complete with all fixtures and fittings (sanitary, electrical and otherwise) and more fully described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in **Green** colour thereon (**Said Apartment/Bungalow**), at Tower No. ____ (**Building**) being a part of the complex commonly known as '**Shrachi Greens**' (**Complex**) constructed on the land measuring more or less 7.62 acres and comprised

in Plot Nos. Dag nos. 761, 764, 766, 767, 768, 769, 770, 771, 772, 807, 808, 809, 810, 811, 812, 813, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829 & 830 under Khata nos. 29, 64, 66, 156, 162 and 195, in Mouza no. Tamolia, situated at Village Tamolia in Tehsil Chandil, Police Station Chandil, District Saraikella – Kharsawan, Jharkhand (**Said Land**) more fully described in the **1st Schedule** below and delineated on **Plan A** annexed hereto and bordered in **Green** colour thereon.

- 4.2 **Said Parking Space:** Right to use and enjoy the garage/covered/open car/two-wheeler parking space, if any, allotted in favour of the Purchaser herein and more fully described in **Part-II** of the **2nd Schedule** hereto and delineated on **Plan C** annexed hereto and bordered in **Green** colour thereon (**Said Parking Space**).
- 4.3 **Land Share:** Undivided, proportionate, indivisible and impartible share in the land contained in the Said Land as be attributable to the Said Apartment (**Land Share**).
- 4.4 **Share In The Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, parts, amenities, facilities and installations in the Complex described in the **3rd Schedule** below (collectively **Common Portions**), as be attributable to the Said Apartment.
- 4.5 **Other Appurtenances:** All other rights appurtenant to the Said Apartment.
- 4.6 **Said Apartment and Appurtenances:** The subject matter of this Deed of Conveyance are Clauses 4.1, 4.2, 4.3, 4.4 and 4.5 above, which are collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Apartment And Appurtenances**).

5. Background:

5.1 Purchase of Said Land:

By and under the following several Sale Deeds executed and registered by the Vendors therein and in favour of Shrachi Realty Private Limited, being the Vendor herein and the Purchaser therein, the Vendors therein for the consideration therein mentioned granted, conveyed, assigned and assured unto and in favour of the Purchaser therein All That the piece and parcel of land containing an area of 7.62 Acres and comprised in Plot Nos. Dag nos. 761, 764, 766, 767, 768, 769, 770, 771, 772, 807, 808, 809, 810, 811, 812, 813, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829 & 830 under Khata nos. 29, 64, 66, 156, 162 and 195, in Mouza no. Tamolia, situated at Village Tamolia in Tehsil Chandil, Police Station Chandil, District Saraikella – Kharsawan, Jharkhand, more fully described in the Schedule thereunder as also in the **1st Schedule** hereunder written (**Said Land**), in a demarcated manner, absolutely and forever.

Sl. No.	Deed No.	Date	Vendor/s
1	6302	23.12.2008	Upendra Kr. Singh
2	6303	23.12.2008	Upendra Kr. Singh
3	5283	24.12.2008	Dilip Kr. Nagpal, Rama Bhunia, Akash Singh, Asha Dutta, Subhas Majhi, Abhishek Singh Bhargava
4	2570	16.06.2009	Upendra Kr. Singh
5	2981	8.07.2009	Upendra Kr. Singh
6	5282	24.12.2009	Upendra Kr. Singh
7	194	18.01.2010	Fula Devi, Poonam Devi
8	602	13.02.2010	Anil Kr. Varu, Lala Vivek Prasad, Sangita Singh, Ranjit Kumar Singh, Raja Ram Mahato, Sushma Devi, Krishna Prasad, Bhudev Mahato, Pramod Kr. Singh

5.2 **Mutation of Said Land:** Subsequent to the above purchase, the Vendor mutated its name in respect of the Said Land under Khata nos. 29, 64, 66, 156, 162 and 195 in the concerned land records maintained by the relevant statutory authorities.

5.3 **Ownership of Said Land:** The Vendor is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the Said Land free from all encumbrances, charges, liens, lis pendens, attachments, acquisitions, requisitions and trusts of whatsoever nature.

5.4 **Development:**

5.4.1 Being desirous of developing the Said Land by way of raising a building complex thereat and having prior experience and expertise in this field, the Vendor decided to develop, construct, erect and commercially exploit the Said Land for construction of a housing complex thereon comprising, *inter alia*, residential apartments and

bungalows for interested persons intending to acquire constructed units in the **Complex**. The expression Complex wherever used herein shall mean the complex named 'Shrachi Greens' comprising, *inter alia*, the Said Land and all the buildings and/or structures as have been constructed by the Vendor thereon as also all the buildings and/or structures that may be constructed by the Vendor in the future.

- 5.4.2 **Sale of Land Share:** The Vendor shall develop the Said Land by constructing and completing the Complex thereon in all respects at its own costs and expenses.
- 5.4.3 **Sale of Apartments:** The Vendor shall sell the undivided, proportionate, indivisible and impartible share in the Said Land attributable to the apartments and bungalows constructed thereon to such prospective allottees who have been provisionally allotted the apartments and bungalows therein pursuant to their applications in that regard (**Intending Purchaser**).
- 5.4.4 **Plans Approval:** The Vendor has obtained approval of layout plans from the Saraikella Kharsawan Zila Parishad (**Authority**) for the construction of the Complex vide their Memo no. 0013 dated 21st January, 2021 (**Plans**).
- 5.5 **Allotment to Purchaser:** Pursuant to an application made by the Purchaser herein for purchase of an apartment/bungalow in the Complex, the Vendor by its letter dated _____ (**Allotment Letter**) agreed to allot in favour of the Purchaser, Apartment/Bungalow No. _____, on the _____ floor of the Building named _____, and accepted by the Parties to be measuring, [] square meter ([] square feet) of carpet area, corresponding to [] square meter ([] square feet) of built-up area, corresponding to [] square meter ([] square feet) of super built-up area, **Together With** Right to use and enjoy the garage/covered/open car/two-wheeler parking space, if any, allotted in favour of the Purchaser herein at and for the agreed consideration of Rs. _____/- (Rupees _____ only), **subject to** the Purchaser agreeing to the terms and conditions contained in the Allotment Letter as also to the Application Form and **subject further to** the Purchaser making payment of the agreed and settled price in the manner and by the installments mentioned in the Allotment Letter.
- 5.6 **Agreement for Sale:** Subsequent to the Allotment Letter dated _____ issued by the Vendor to the Purchaser, the Vendor and the Purchaser has executed an Agreement for Sale dated _____ in respect of the Said Apartment And Appurtenances on the terms and conditions contained therein.
- 5.7 **Completion of Construction:** The Vendor has since completed construction of the Complex in all respects and has accordingly obtained the Completion Certificate/Building Occupation Certificate.

5.8 **Calling Upon Purchaser to Take Possession:** Upon such completion of construction, the Vendor called upon the Purchaser to take possession of the Said Apartment contained in the Complex and upon payment of the agreed settled price in full and also upon compliance of all the formalities and pursuant thereto the Purchaser has taken possession of the Said Apartment after satisfying himself in all respects with the Plans sanctioned by the Authority, the construction of the Building/Bungalow, the Common Portions and the Said Apartment made by the Vendor (including the quality and specifications thereof, the carpet area, built up area and the super built up area of the Said Apartment, the workmanship, specifications, quality of materials used and the structural stability of the Building/Bungalow) and confirms that the Vendor has complied with all their obligations and that the Purchaser has no claim of whatsoever nature against the Vendor on any account whatsoever and the Purchaser after such satisfaction has agreed to conclude the contract herein by executing and registering this Deed of Conveyance.

6. Transfer:

6.1 **Hereby Made:** In pursuance of the Allotment Letter in favour of the Purchaser and the Purchaser requesting the Vendor to convey/grant the Said Apartment And Appurtenances, described in **Part-III** of the **2nd Schedule** hereto and in consideration of the Purchaser agreeing to observe and perform the specific covenants, stipulations, restrictions and obligations mentioned hereafter:-

6.1.1 **By Vendor:** The Vendor doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser, the Said Apartment, Said Parking Space, the Land Share, the Common Portions and the Other Appurtenances, being the::

- (a) **Said Apartment:** Said Apartment, more fully described in **Part-I** of the **2nd Schedule** hereto and delineated on **Plan B** annexed hereto and bordered in **Green** colour thereon,
- (b) **Said Parking Space:** Said Parking Space, more fully described in **Part-II** of the **2nd Schedule** hereto and delineated on **Plan C** annexed hereto and bordered in **Green** colour thereon.
- (c) **Land Share:** The undivided, proportionate, indivisible and impartible share in the land contained in the Said Land comprised in the land measuring more or less 7.62 Acres and comprised in Plot Nos. Dag nos. 761, 764, 766, 767, 768, 769, 770, 771, 772, 807, 808, 809, 810, 811, 812, 813, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829 & 830 under Khata nos. 29, 64, 66, 156, 162 and 195, in Mouza no. Tamolia, situated at Village Tamolia in Tehsil Chandil, Police Station Chandil, District Saraikella – Kharsawan, Jharkhand, more fully described in the **1st Schedule** hereto, as be attributable to the Said Apartment.

- (d) **Share In The Common Portions:** Undivided, proportionate, indivisible and impartible share and/or interest in the Common Portions, described in the 3rd **Schedule** hereto, as be attributable to the Said Apartment,
- (e) **Other Appurtenances:** All other rights appurtenant to the Said Apartment.

7. **Consideration:** The aforesaid sale and/or transfer of the Said Apartment And Appurtenances in favour of the Purchaser is being made in consideration of the total agreed and settled sum of Rs. _____/- (Rupees _____ only) (**Agreed Consideration**), which includes the consideration received towards price of the Said Apartment, Said Parking Space, the Land Share, the Share in the Common Portions and the Vendor hereby and by the Receipt and Memo mentioned below, admit and acknowledge the same.

8. **Terms of Transfer:**

8.1 **Conditions Precedent:**

8.1.1 **Title, Plan and Construction:** The Purchaser has examined or caused to be examined the following and the Purchaser has fully satisfied himself about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification, objection, dispute or proceeding regarding the same and also further waives the right, if any, to do so:

- (a) The right, title and interest of the Vendor in respect of the Complex, and the Said Apartment And Appurtenances;
- (b) The Plans as approved by the Authority;
- (c) The design, layout, accommodation, specifications and construction thereof and the condition and description of all fixtures and fittings installed and/or provided in the Building/Bungalow, the Common Portions and the Said Apartment including the quality, specifications, materials, workmanship and structural stability thereof.

8.1.2 **Measurement:** The Purchaser is fully satisfied in all respects whatsoever regarding the area of the Said Apartment and agrees and covenants not to ask for any details or question the computation of area or make any claims in respect thereof.

8.2 **Salient Terms:** The transfer being effected by this Conveyance is:

8.2.1 **Sale:** a sale within the meaning of the Transfer of Property Act, 1882.

8.2.2 **Absolute:** absolute, irreversible and perpetual.

- 8.2.3 **Free from Encumbrances:** free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis pendens, uses, debutters, trusts, prohibitions, Income Tax attachments, financial institution charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.
- 8.2.4 **Benefit of Common Portions:** together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **3rd Schedule** below, respectively in common with the Intending Purchaser.
- 8.2.5 **Other Rights:** together with all other rights appurtenant to the Said Apartment And Appurtenances.
- 8.3 **Subject to:** The transfer of the Said Apartment And Appurtenances being effected by this Conveyance is subject to:
- 8.3.1 **Payment of Common Expenses:** the Purchaser regularly and punctually paying proportionate share of all costs and expenses for maintenance and upkeep of the Common Portions (**Common Expenses**), an indicative list of which is given in the **4th Schedule** below.
- 8.3.2 **Easements And Quasi-easements:** the Purchaser observing, performing and accepting the easements, quasi-easements and other stipulations (collectively **Easements and Quasi-easements**), described in the **5th Schedule** below.
- 8.3.3 **Observance of Covenants:** the Purchaser observing, performing and accepting the stipulations, regulations, restrictions and covenants (collectively **Covenants**), described in the **6th Schedule** below.
- 8.3.4 **Indemnification by the Vendor:** indemnification by the Vendor about the correctness of its title.
- 8.3.5 **Indemnification by Purchaser:** indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the Vendor and/or their successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendor and/or its successors-in-interest or assigns by reason of any default of the Purchaser.

9. Possession:

9.1 **Delivery of Possession:** At or before the date hereof, khas, vacant, peaceful, satisfactory and acceptable possession of the Said Apartment And Appurtenances has been handed over by the Vendor to the Purchaser, which the Purchaser admits, acknowledges and accepts.

10. Outgoings:

10.1 **Vendor to Bear:** All taxes, surcharges, outgoings and levies of or on the Said Apartment And Appurtenances, relating to the period till the date of expiry of the notice of possession of the Said Apartment And Appurtenances to the Purchaser (**Possession Date**), whether as yet demanded or not, shall be borne, paid and discharged by the Vendor and all liabilities, outgoings, charges, taxes and levies relating to the Said Apartment And Appurtenances shall be borne, paid and discharged by the Purchaser from the Possession Date.

11. Holding Possession:

11.1 **Purchaser Entitled:** The Vendor hereby covenants that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Vendor.

12. Further Acts:

12.1 **Vendor to do:** The Vendor hereby covenants that the Vendor or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Apartment And Appurtenances.

13. General:

13.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Apartment And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

13.2 **Inclusion of General Terms and Conditions:** All terms and conditions contained in the Allotment Letter and the Agreement for Sale shall be deemed to be included and be a part of this Conveyance and in case of

contradiction of terms and conditions of the Allotment Letter and the Agreement for Sale with those contained herein, the terms and conditions of this Conveyance shall prevail.

- 13.3 Future Construction:** The Vendor shall be entitled to all future vertical or horizontal expansion/exploitation of the Buildings and/or make additional/further constructions in the Complex in any manner whatsoever including by raising of additional floors/ storeys/ constructions over the roof of the Buildings and shall at their absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Portions and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Vendor is entitled to shift any part of the Common Portions (including the common installations) to the ultimate roof and also to make available the Common Portions and all utility connections and facilities to the additional/further constructions and the Purchaser hereby consents to the same and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of the same. For the aforesaid purposes the Vendor shall be entitled to apply for and obtain necessary permissions and sanctions from the concerned authorities without the Purchaser and/or any other Intending Purchasers and/or the Association being required to be a party to such application and the Purchaser hereby agrees and consents to the same. The Purchaser shall not have any right whatsoever in the additional/further constructions. It is further clarified that in case of additional construction on the roof, the same shall be shifted to the ultimate roof along with the common installations thereon and shall have equivalent area.

13.4 Entitlements of the Vendor:

13.4.1 The Vendor and/or its agents and/or assigns shall have the exclusive right and be entitled at all times to erect, install, display and maintain signage, hoardings, display-signs, neon-signs, lighted displays, etc. on the ground floor and/or roof of the Buildings and/or other areas in the Building and/or Complex without being required to pay any charges for the same to the Intending Purchases or the Association and neither the Intending Purchasers (including the Purchaser herein) nor the Association or any other entity shall be entitled to object to or hinder the same in any manner whatsoever or claim any charges or other amount. Any revenue that may be earned, whether one-time or recurring, from such hoardings, display-signs, neon-signs, lighted displays, etc. shall accrue to the Vendor exclusively.

13.4.2 The Vendor and/or its agents and/or assigns shall have the exclusive right and be entitled at all times to install or set up and/or permit and/or grant rights to outside/third parties against payment of consideration/charges to the Vendor for installing and/or setting up communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas and other communications and satellite systems within the Complex or on the roof of the Buildings and neither the Intending Purchasers (including the Purchaser herein) nor the Association or any other entity shall be entitled to object to or to hinder the same in any manner whatsoever.

14. Interpretation:

- 14.1 **Number:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.
- 14.2 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.
- 14.3 **Definitions:** Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 14.4 **Documents:** A reference to a document includes an amendment and supplement to, or replacement or novation of that document.

1st Schedule**(Said Land)**

ALL THAT the piece and parcel of land measuring more or less 7.62 acres and comprised in Plot Nos. Dag nos. 761, 764, 766, 767, 768, 769, 770, 771, 772, 807, 808, 809, 810, 811, 812, 813, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829 & 830 under Khata nos. 29, 64, 66, 156, 162 and 195, in Mouza no. Tamolia, situated at Village Tamolia in Tehsil Chandil, Police Station Chandil, District Saraikella – Kharsawan, Jharkhand, delineated on the **Plan A** annexed hereto and bordered in **Green** colour thereon and butted and bounded as follows:

On the North	:	By _____
On the East	:	By _____
On the South	:	By _____
On the West	:	By _____

2nd Schedule**Part-I****(Said Apartment)**

Apartment/Bungalow bearing no. having carpet area of [] square meter ([] square feet), corresponding to built-up area of [] square meter ([] square feet), corresponding to super built-up area of [] square meter ([] square feet), type, on the Floor in Tower no. complete with all fixtures and fittings (sanitary, electrical and otherwise), being a part of the Complex named as

'Shrachi Greens' constructed on the land measuring more or less 7.62 acres and comprised in Plot Nos. Dag nos. 761, 764, 766, 767, 768, 769, 770, 771, 772, 807, 808, 809, 810, 811, 812, 813, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829 & 830 under Khata nos. 29, 64, 66, 156, 162 and 195, in Mouza no. Tamolia, situated at Village Tamolia in Tehsil Chandil, Police Station Chandil, District Saraikella – Kharsawan, Jharkhand. The Said Apartment is delineated on the **Plan B** annexed hereto and bordered in **Green** colour thereon.

Part-II

(Said Parking Space)

Right to use and enjoy __ (_____) garage/covered/open car/two-wheeler parking space no. _____. The Said Parking Space is delineated on the Plan C annexed hereto and bordered in Green colour thereon.

Part-III

(Said Apartment And Appurtenances)

[Subject Matter of Sale]

Apartment/Bungalow bearing no. having carpet area of [] square meter ([] square feet), corresponding to built-up area of [] square meter ([] square feet), corresponding to super built-up area of [] square meter ([] square feet), type, on the Floor in Tower no. complete with all fixtures and fittings (sanitary, electrical and otherwise), being a part of the Complex named as **'Shrachi Greens'** constructed on the land measuring more or less 7.62 acres and comprised in Plot Nos. Dag nos. 761, 764, 766, 767, 768, 769, 770, 771, 772, 807, 808, 809, 810, 811, 812, 813, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829 & 830 under Khata nos. 29, 64, 66, 156, 162 and 195, in Mouza no. Tamolia, situated at Village Tamolia in Tehsil Chandil, Police Station Chandil, District Saraikella – Kharsawan, Jharkhand **Together With** Right to use and enjoy the garage/covered/open car/two-wheeler parking space, if any, allotted in favour of the Purchaser herein and more fully described in **Part-II** of the **2nd Schedule** hereto **Together With** an undivided, proportionate, indivisible and impartible share in the land contained in the Said Land, described in the **1st Schedule** hereto and delineated on **Plan A** annexed hereto and bordered in **Green** colour thereon as be attributable to the Said Apartment **And Together With** an undivided, proportionate, indivisible and impartible share and/or interest in the common areas, parts, amenities, facilities and installations in the Building, described in the **3rd Schedule** hereto, as be attributable to the Said Apartment and as are common between all the Intending Purchasers of the Complex **And Together With** all other rights appurtenant to the Said Apartment.

3rd Schedule

(Common Portions)

1. Internal roads and circulation area
2. Lift and staircase with lobbies of all towers
3. Common roof of all towers
4. Underground water reservoir and water supply network upto individual units
5. Sewerage treatment plant and network from individual units to STP
6. Rain water harvesting tank and network system
7. Boundary wall and security room
8. Club and swimming pool

4th Schedule

(Common Expenses)

1. **Maintenance:** All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Apartment/Bungalow) walls of the Buildings.
2. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, generator, firefighting equipment, pumps, motors and other common installations, including, their license fees, taxes and other levies, if any and the lights of the Common Portions.
3. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Portions, including durwans, sweepers, plumbers, electricians, etc. and their perquisites, bonus and other emoluments and benefits.
4. **Maintenance Body:** Establishment and all other expenses of the Maintenance Body (defined below) including its formation, office and miscellaneous expenses and also similar expenses of the Vendor until handing over to the Maintenance Body.
5. **Insurance:** Insurance premium and other expenses for insuring the Building and/or the Common Portions, *inter alia*, against earthquake, fire, mob violence, damages, civil commotion, lighting, etc.
6. **Fire Fighting:** Costs of operating and replacing the fire fighting equipments.
7. **Common Utilities:** All charges and deposits for supplies of common utilities, in common.

8. **Electricity:** Electricity charges for the electrical energy consumed for the Common Portions.
9. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
10. **Rates and Taxes:** Property Tax, Water Tax, surcharge, outgoings and levies in respect of the Complex and the Building save those separately assessed on the Purchaser.
11. **Reserves and Miscellaneous:** All other expenses, taxes, rates and other levies as are deemed by the Vendor to be necessary or incidental or liable to be paid in common including such amount as be fixed for creating a fund for replacement, renovation, painting and/or periodic expenses relating to the Common Portions.

5th Schedule

(Easements And Quasi-easements)

The Purchaser and the other Intending Purchaser shall allow each other, the Vendor and the Maintenance Body, the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchaser shall also be entitled to the same:

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Complex and the Building, including the Common Portions.
3. **Right of Support, Shelter and Protection:** Right of support, shelter and protection of each portion of the Building by other and/or others thereof.
4. **Right over Common Portions:** The absolute unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Appurtenances of Said Apartment And Appurtenances:** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Apartment And Appurtenances.
6. **Right of Enter:** The right, with or without workmen and necessary materials, to enter upon the Building, including the Said Apartment And Appurtenances or any other apartment for the purpose of repairing any of the Common Portions or any appurtenances to any apartment and/or

anything comprised in any apartment, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty eight) hours prior notice in writing to the persons affected thereby.

7. **Access to Roof:** Right of access to the roof and/or terrace above the top floor of the Building.

6th Schedule

(Covenants)

1. The Purchaser shall carry out and perform the obligations and duties imposed and/or to be imposed under all laws both prevailing as well as those enacted hereafter, including the provisions of the Jharkhand Apartment (Flat) Ownership Act, 2011 as amended from time to time (**Apartment Ownership Act**) and the rules and/or bye-laws framed and/or to be framed thereunder and/or by the Maintenance Body for looking after the management, administration and maintenance of the Common Portions, the common areas, facilities and amenities of the other buildings within the Complex and the facilities/amenities thereat.
2. The Purchaser shall on and from the Possession Date of the Said Apartment pay all property taxes, rates, charges, levies, impositions and outgoings payable for the time being by the Purchaser as owners or the occupiers of the Said Apartment And Appurtenances including Common Expenses in respect of the Buildings and the Complex proportionately and the Said Apartment wholly.
3. The Purchaser shall join and/or become members of the association formed under the provisions of the Apartment Ownership Act and/or otherwise for carrying out maintenance and upkeep of the Common Portions (**Maintenance Body**).
4. The Purchaser shall also pay all other liabilities and/or charges for repairs, maintenance and replacements payable by the Purchaser under the provisions of the Apartment Ownership Act and the rules and/or bye-laws framed and/or to be framed thereunder and/or as may be imposed as maintenance and management charges by the Maintenance Body for looking after the management, administration and maintenance of the Common Portions.
5. The Common Portions described in the **3rd Schedule** hereto shall at all times be held by the Purchaser along with all other Intending Purchasers for the time being of all apartments in all the buildings of the Complex and shall be used and enjoyed by them in common amongst themselves.

6. The Purchaser shall not at any time be entitled on any ground whatsoever to make partition or division or to claim to have exclusive right in any manner whatsoever in any portion of the Common Portions and the Purchaser along with the other Intending Purchasers for the time being of different apartments in the Complex shall use the Common Portions for the purposes for which they are created without hindering or encroaching upon the lawful rights of other Intending Purchasers and occupiers of other apartments of the Complex and/or other parts and portions thereof.
7. The right of user of the Purchaser of the Common Portions along with the Said Parking Space, if any allotted to the Purchaser shall not be transferable except along with the Said Apartment hereby sold and shall be deemed to be transferred with the Said Apartment even though the same be not expressly mentioned in any future conveyance or instrument of transfer.
8. The Purchaser agrees, undertakes and covenants to not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Complex and/or the transfer, sale or disposal of any other Apartment or portion of the Buildings. In default, the Purchaser shall be responsible and liable for all losses and damages which the Vendor or any of them may suffer in this regard.
9. The Purchaser agrees, undertakes and covenants not to obstruct or hinder any future development and/or future vertical or horizontal expansion/exploitation of the Buildings and/or the Complex and/or making of additional/further constructions in the Complex by the Vendor in any manner whatsoever including by raising of additional floors/storeys/constructions over the roof of the Buildings and not to obstruct the shifting of the common facilities and installations to the ultimate roof for such purpose.
10. The Purchaser shall use the Said Apartment only for residential purposes and shall not allow the Said Apartment to be so used as to cause annoyance to the owners/occupiers of the adjoining or neighbouring apartments/buildings and shall not also allow it to be used for any unhygienic, unlawful or immoral purposes or purposes subversive to the Government established by law in India.
11. The Purchaser hereby agrees and undertakes to indemnify and keep indemnified the Vendor of from and against all losses, damages claims, demands, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, deed, omission, negligence, breach, violation or non-observance made done or occasioned by or on behalf of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser. The Purchaser hereby further agrees and undertakes to indemnify and keep indemnified the Vendor also against all actions, claims, proceedings, costs, expenses and demands made against or suffered by the Vendor relating to the above.

- 12. The Purchaser admits, acknowledges and understands that the Purchaser has an undivided share in the Said Land, which is proportionate to the covered area of the Said Apartment and notwithstanding anything herein stated, all Common Portions will be those whose user rights are not earmarked for specific persons or for specific purposes.
- 13. The Purchaser agrees, undertakes and covenants to not object to any change and/or variation in the Land Share, Common Portions that may result due to further/additional constructions and development being made on the roof of the Buildings and/or on any part of the land comprised in the Complex from time to time and not to make any claim in respect of the same and/or in respect of any temporary inconvenience that may be suffered by the Purchaser because of further constructions being made by the Vendor from time to time.

15. Execution and Delivery:

15.1 **In witness whereof** the Parties hereto have executed this Conveyance on the day, month and year above written.

[Vendor]

(_____)
[Purchaser]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Father's Name _____ Father's Name _____

Address _____ Address _____

Drafted by me

Receipt and Memo of Consideration

Received from the within named Purchaser the within mentioned sum of Rs. _____/- (Rupees _____ Only) towards full and final payment of the Agreed Consideration for sale of the Said Apartment And Appurtenances, described in **Part-III** of the **2nd Schedule** above.

[Vendor]

Witnesses:

Signature _____ Signature _____

Name _____ Name _____

Dated this _____ day of _____, 2018

Between

Shrachi Realty Private Limited
... Vendor

And

_____ & Anr.
... Purchaser

CONVEYANCE

Apartment/Bungalow No. _____
_____ Floor
Building – _____
Shrachi Greens