DEED OF ABSOLUTE SALE

This **Deed of Absolute Sale (Conveyance Deed)** executed on this **Day** of **January, 2026 (Two Thousand Twenty Six).**

BY AND BETWEEN

WINSOME REALCON (PAN-AEPPR1404L, GSTIN-10AEPPR1404L1ZL), a Proprietorship firm, having its Registration Mark and Name-P.T./TBSE_REG/2021/ 06830, represented through its Proprietor **MR. SANJEEV KUMAR** (D.O.B.-09-03-1972/Aged about-52 Years, Mobile-9123230464, Aadhaar No.-6263 7739 7864), Son of Sri Rajeshwar, Address-101, Suksha Presidency, Ram Jaipal Road, Bailey Road, Danapur, P.S.-Rupaspur, District–Patna in the State of Bihar, PIN-801503 and address as per Aadhaar-G503, Mystique Moods, Town Square Jawal, Viman Nagar, Pune City, Pune in the State of Maharashtra, PIN-411014, Nationality-Indian, hereinafter referred to as the **"PROMOTER/DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns).

IN FAVOUR OF

MR. …… (D.O.B.-…-…-……/Aged about-…… Years, Mobile No.-……., PAN-……., Aadhaar No.-…….), Son of Mr. ……., resident of …….., P.O.-……, P.S.-……, District-……. in the State of …….., PIN-……., Nationality–Indian, hereinafter referred to as **"ALLOTTEE/PURCHASER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns)**.**

RECITALS

WHEREAS, the aforesaid Promoter/Developer is a Proprietorship firm having its primary objective to buy, sell, develop and deal in Land and Building including commercial and residential Apartment/Flat, Landscape, Colony, Duplex, Triplex, Malls etc. and to carry on business of building/s, contractors of all types of construction for its respective Purchaser/s.

AND WHEREAS, the Land fully described in first schedule of this deed is the ancestral property of the Land Owners, which is recorded in the name of Sri Dharnidhar Mishra in Survey Khatiyan and Dharnidhar Mishra came in exclusive, physical and peaceful possession of the said property and after some time the aforesaid Dharnidhar Mishra died leaving behind his three sons namely Mr. Rajeshwari Prasad Mishra, Mr. Kameshwar Prasad Mishra and Mr. Krishna Mishra as his legal heirs of the Said Property. Thereafter Mr. Rajeshwari Prasad Mishra, Mr. Kameshwar Prasad Mishra and Mr. Krishna Mishra has came in actual, peaceful, physical possession over the property and mutated their names in the State Serista and paying rent to the State of Bihar through Circle Officer, Patna Sadar (Bihar), Halka-Azimabad, Vide Jamabandi No.-95, Computerized Jamabandi No.-212140000206429, Bhag Bartman-1, Page No.-95/1 in respect of schedule property and paying taxes under receipts as absolute Owners. After some time Mr. Rajeshwari Prasad Mishra, Mr. Kameshwar Prasad Mishra and Mr. Krishna Mishra decided to partition the own shares between them by virtue of Partition Case No.-74 Year 1986 through District Sub Judge-VIII, Patna and after the partition aforesaid Mr. Rajeshwari Prasad Mishra, Mr. Kameshwar Prasad Mishra and Mr. Krishna Mishra came in actual, peaceful, physical possession over the own shared property.



AND WHEREAS after some time the aforesaid Rajeshwari Prasad Mishra died leaving behind his two sons namely Mr. Chandra Prakash Mishra and Mr. Deo Prakash Mishra as his legal heirs of the Said Property. Thereafter Mr. Chandra Prakash Mishra and Mr. Deo Prakash Mishra has came in actual, peaceful, physical possession over the property and mutated their names in the State Serista and paying rent to the State of Bihar through Circle Officer, Patna Sadar (Bihar), Halka-Azimabad, Vide Jamabandi No.-1806, Computerized Jamabandi No.-212140000064083, Bhag Bartman-12, Page No.-3437 in respect of said property and paying taxes under receipts as absolute Owners.

AND WHEREAS, in order to achieve the above objective, the aforesaid Promoter/Developer Winsome Realcon, represented through its Proprietor Mr. Sanjeev Kumar, Son of Sri Rajeshwar, Address-101, Suksha Presidency, Ram Jaipal Road, Bailey Road, Danapur, P.S.-Rupaspur, District–Patna in the State of Bihar entered into a registered Development Agreement **Dated-23-10-2024** with aforesaid land owners **(I) Mr. Krishna Mishra,** Son of Late Dharnidhar Mishra, resident of Old High School Gali, Chiraiyatar, P.O.-G.P.O., P.S.-Kankarbagh, Town and District-Patna in the State of Bihar, PIN-800001, **(II) Mr. Chandra Prakash Mishra and (III) Mr. Deo Prakash Mishra,** Both Sons of Late Rajeshwari Prasad Mishra, both residents of Gajadhar Gali No.-3, Chiraiyatar, P.O.-G.P.O., P.S.-Kankarbagh, Town and District-Patna in the State of Bihar, PIN-800001 the document of the said Development Agreement has been registered as Deed No.-17335 in Book No.-1, Volume No.-390 on Pages from 222 to 239 and has been preserved in total 18 pages in C.D. No.-60/Year 2024, Serial No.-18671 and Token No.-18128/2024 registered at District Registry Office, Patna in the State of Bihar**,** the Promoter/Developer will construct Building comprising several apartment/flats/units, parking spaces etc. over the said land and in lieu of Development cost, the Promoter/Developer is entitled to get **50%** of the total constructed area whereas Land Owners will possess and own the **50%** of the constructed area.

AND WHEREAS, in pursuance of the aforesaid registered Development Agreement Promoter/Developer prepared a scheme for construction of a multistoried building known as **"WINSOME KRISHNA AYUSHMAN TOWER"** on the entire land fully described in Schedule-A of this deed**.**

AND WHEREAS, the Promoter/Developer has obtained the final layout plan/sanctioned plan specification and approvals for the Project and also for the apartment/building from Patna Municipal Corporation/Patna Regional Development Authority (Dissolved)/ Competent Authority, **Vide Plan Case No.-** ……. **Dated-** ……..

AND WHEREAS, the Land owners and the Promoter/Developer has distributed their respective shares as per the aforesaid Development Agreement and the property fully described in Schedule–B of this deed has been allotted in the shares of the Promoter/Developer.

AND WHEREAS, the Promoter/Developer has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority, Bihar at Patna on ……. **under registration no.** ……..……..

AND WHEREAS, the Allottee/Purchaser have inspected the location of the aforementioned Building along with its documents including booking plan, specifications, drawing, cost estimates and payment schedules which were provided to them by Promoter/ Developer with regard to the Apartment/Flat which the Allottee/ Purchaser propose to purchase and made himself/herself/themselves satisfied about the location, calculation of area, provisions, specifications, cost and also the right, title and interest of the firm over the said land/Building.

AND WHEREAS, the Allottee/Purchaser had applied for an Apartment/Flat in the said Project and has been allotted the property fully described in Schedule–B of this deed by aforesaid Promoter/ Developer.

AND WHEREAS, at the request of the aforesaid Allottee/ Purchaser, the Promoter/Developer has agreed to sell the property fully described in Schedule–B of this deed to the Allottee/Purchaser. In this context an Agreement for Sale has been executed between the Promoter/Developer and the Allottee/Purchaser with sole and exclusive transferable and irrevocable right to use the same along with the undivided common interest in the staircase, other common areas and services of the building. The aforesaid Promoter/Developer on receipt of the full and final consideration money, relinquished all their right, title, interest in the property fully described in Schedule–B of this deed in favour of aforesaid Allottee/Purchaser for entire consideration money of **₹……/- (Rupees ……) Only.**

AND WHREAS, the Allottee/Purchaser is fully satisfied with Quality of all type of materials, amenities, fittings, fixtures, constructions, specifications, area calculation, facilities and structures with all type of finishing according to said agreement and taken inspection of the all types of documents and after satisfied himself about the right, title, interest and possession of the Promoter/Developer /Land Owners of the said Property and its existence has requested the Promoter/Developer to grant and execute the conveyance of the property fully described in Schedule–B of this Deed of Absolute Sale.

NOW THIS INDENTURE WITNESSES AS FOLLOWS :-

That in pursuance of the aforesaid agreement and on receipt of full and final consideration money amounting to ₹……/- **(Rupees ……) Only** the property fully described in Schedule–B of this deed, Allottee/Purchaser have paid full and final consideration money to the Promoter/Developer before the execution of this Deed of Absolute Sale and Promoter/Developer received the full and final consideration money from Allottee/Purchaser and nothing remained due from Allottee/Purchaser out of consideration money. Aforesaid Promoter/Developer on receipt of full and final consideration money in sound state of body and mind and in lieu of full and final consideration money, Promoter/Developer sells, conveys and relinquishes all their right, title, interest that they presently possess or would have acquired in future along with the right of access from the exit to the main road either directly and/or through gates, passage, stairways, landings, lobbies and common areas thereof including the right to use and enjoy in common with all other owners and occupiers for the time being of the other Apartment/Flat in the said building with respect to the property fully described in Schedule–B of this deed to the Allottee/Purchaser absolutely and forever and from today the Promoter/Developer has no right, title, interest and possession on the said property. Henceforth, Allottee/Purchaser shall HOLD, HAVE and ENJOY the same without any let or hindrances, obstructions, claims, demands whatsoever from the Promoter/Developer or anybody else. The Allottee/Purchaser can deal with the property fully described in Schedule–B of this deed according to his choice and wishes and will also be entitled to sell, mortgage, lease, gift, will or otherwise transfer the property fully described in Schedule–B of this deed to any one without the consent of the Promoter/Developer/Land Owners or any one.

That the property sold conveyed and transferred hereby, after the execution of this deed vests entirely, absolutely and forever in the aforesaid Allottee/Purchaser, and the said Allottee/Purchaser has been put in possession of the property hereby sold, conveyed and transferred to him/her/them with the description of the property conveyed and given in the Schedule–B of this Deed of Absolute Sale.

The Allottee/Purchaser shall after taking possession, be solely responsible to maintain the Apartment/Flat at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/Flat, 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 Apartment/Flat and keep the Apartment/ Flat/Building, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

That the Allottee/Purchaser is agreed to be a member of the society, if any framed, by Promoter/Developer for the administration and maintenance of Apartment/Flat and its common area and facilities at the said building and further agreed to sign and execute all papers, documents and applications, Bye-law, rules and regulations as may be necessary or required for formation and/or Registry of such society/ maintenance committee to be framed by either Promoter/Developer or the members of the said building.

That the Allottee/Purchaser have agreed to keep the said property in good and substantial repair and condition so as to support and protect the other parts of the said building. The Allottee/ Purchaser shall regularly and punctually contribute and pay month to month and every month the proportionate share of the cost, expenses and outing including the maintenance and service charges and proportionate taxes, duties or taxes imposed by Government/ Competent Authority or as fixed by the society/maintenance committee of said building from time to time. The Allottee/Purchaser shall keep all sewers, drains, pipes, passages, stairs, and main entrance of the said property in good condition.

That it is responsibility of Allottee/Purchaser to pay the regular maintenance to the co-operative/maintenance society formed for the purpose of proper upkeep of the said complex **"WINSOME KRISHNA AYUSHMAN TOWER"** on or before 7th day of every month without any delay or default as any failure or irregularity in such payments badly hampers the maintenance work. In order to keep check on such defaulters, the Society or Builder as per the provisions made in Bihar Apartment Ownership Act, 2006 as amended from time to time have all the rights to punish erring defaulters with fine. Allottee/ Purchaser hereby accept and agrees that in case of non-payment of maintenance dues for Three Months in a row, the common facilities provided such as water connection, generator, use of lifts, electricity connection, gym, games or any other common facilities etc. shall be withdrawn and disconnected from the Allottee/Purchaser without any notice and shall only be resumed only after payment of all dues along with penalty as set by Society/Developer. Availing all common areas and facilities described in the Schedule-C hereunder subject to the terms, conditions and covenants contained in the Schedule-D hereunder on payment of all taxes, common and maintenance expenses mentioned in the Schedule-E hereunder TO HAVE AND TO HOLD the said apartment /Flat.

The Allottee/Purchaser shall not create or commit any nuisance by throwing accumulated dirt or garbage or rubbish in the area of **"WINSOME KRISHNA AYUSHMAN TOWER"** particularly in any area used for common service and facilities.

That the Allottee/Purchaser shall not be entitled at any time to cause or make any change or alteration in the basic structure and the exterior of its Apartment/Flat or in any other built up area/portion of the said Apartment/Flat nor shall the Allottee/Purchaser be entitled to cause to make any changes in any common area of the complex. However, the Allottee/Purchaser shall be entitled with the prior permission of society/managing committee/Promoter/Developer of the complex as the case may be, to make minor changes or alteration in the interior portion of the Apartment/Flat which do not affect the comfort, enjoyment of convenience of other occupants of the complex.

That the Allottee/Purchaser shall not at any time demolish, damage its space or any portion of the said complex and also shall not make any addition and/or alteration of whatsoever nature to its space or any portion of the said project.

The Allottee/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment/Flat.

That the Allottee/Purchaser hereby agrees and declares not to keep or permits anyone else to keep any animal including pets in the common area of the complex. The Allottee/Purchaser shall be allowed to keep only pets as per norms set by government, only inside his Apartment/Flat unless other Apartment/Flat holders or his neighbor/s have no objection and they are not being affected in any manner whatsoever.

That the reserved parking space will be used by the aforesaid Allottee/Purchaser or his appointed nominees only for the purpose of parking vehicles and shall not be used for any other purpose like storing or dumping goods or storing goods even if it is related to vehicle or any other thing or matter whatsoever either specifically mentioned in this deed or not, except parking of vehicle and shall never be covered either partially or completely with chain-link or with any other article that separates the parking space in any other manner, either temporary or permanent and shall always keep it open and visible. It shall not be separately heritable, transferable or assignable in any manner whatsoever except running with the Apartment/Flat.

That the Allottee/Purchaser shall secure mutation of his name over the Apartment/Flat and area the office of the state of Bihar or in any such office or department, wherever it is so required, at his own cost and shall pay and deposit the proportionate rent whereof on the valuation imposed or levied by the authority concerned.

That the Promoter/Developer does hereby future stipulate, declare, assure and covenant that Promoter/Developer has not done or been party to any act whereby the said conveyed property may be put under charge in title, claim or otherwise or whereby the said Promoter/Developer is prevented from conveying or assigning the said property of any portion thereof herein appearing by virtue of this deed.

That the Promoter/Developer upon request of the said Allottee /Purchaser, execute all and such acts and deeds whatsoever is required in respect of the said property hereby sold and transferred in favour of the said Allottee/Purchaser according to the true intent and meaning of those presents as shall or may be required at the costs of the Allottee/Purchaser.

That in case of demolishing of said building or Apartment/Flat hereby sold to the Allottee/Purchaser by any reason either by natural or by any other circumstances the Allottee/Purchaser will have undivided proportionate share in land over which said **"WINSOME KRISHNA AYUSHMAN TOWER"** has been constructed but however the Allottee/Purchaser shall not be entitled to claim for partition of the said common and undivided shares of land and the Allottee/Purchaser at no time shall demand partition of his interest of any kind in the said building, except his Apartment/Flat, since his interest in the said building, said land and said complex is impartible.

That Allottee/Purchaser/the **"WINSOME KRISHNA AYUSHMAN TOWER"** Owner Association shall not be entitle to change the name of the complex and it will continue and known as **"WINSOME KRISHNA AYUSHMAN TOWER"** forever.

That the firm/Promoter/Developer shall always and forever have the right to display their name, projects, through hoardings, sign boards, display boards for advertisements/display purpose inside the building or at any place/common places on the setback areas including boundary wall and roof top of the complex to which the Allottee/ Purchaser/land owners/building association shall have no objection in any circumstance.

That in the case any Government Taxes/GST or Duties is payable in relation to the said Apartment/Flat fully described in Schedule–B of this deed, the same shall be on the account of the Allottee/Purchaser and the Allottee/Purchaser hereby agree to make payment to such Taxes or Duties even if imposed in future.

That all cost of Registry regarding stamp duty, Registry fee and other miscellaneous fees has been borne by the Allottee/Purchaser and the Promoter/Developer shall have no concern with the same and the valuation of this property with respect to payment of Stamp duty and Registry payable to the Registry department is only responsibility of Allottee/Purchaser and the Promoter/Developer is not responsible for any type of impounding or penalty or demand made if so, in any case, in future in this regard.

That Promoter/Developer is also planning to enter into other Development Agreement or purchase and develop the land adjoining to the property fully described in first schedule of this deed. In such circumstance, it shall be right of the Promoter/Developer to either amalgamate the property fully described in first schedule with other adjoining land into a single plot and develop Building on these land as one project or use the common passage, common amenities/area of this Building i.e. **"WINSOME KRISHNA AYUSHMAN TOWER"** as the approach road to the other adjoining Building/project constructed or to be constructed in future by the Promoter/Developer. Allottee/ Purchaser/s gives its consent and hereby grants necessary No Objection for aforesaid amalgamation and development of project or to use the common passage, common amenities of this project for use in other adjoining project of the Promoter/Developer, this deed may also be treated as NO Objection Certificate by Allottee/Purchaser on such matter, no separate NOC is required.

That it is agreed upon and specifically stated that wherever the words "Promoter/Developer" and the words "Allottee/Purchaser" have herein been used shall give fullest meaning and widest scope of their heirs, successors, administrators or assigns.

THE SCHEDULE-A HEREIN ABOVE REFERRED TO:-
(Description of the Land on which Promoter/Developer is Constructing Multi- Storey Building "WINSOME KRISHNA AYUSHMAN TOWER")

All that piece and parcel of the land measuring an area of more or less 62.5 Decimal, **Situated at Dhawalpura (South of N.H.), P.S.-Chowk Kala, District–Patna in the State of Bihar,** land bearing **Mauza–Dhawalpura, Thana No.-21 (Twenty One), Tauzi No.-83/Bihar Govt, Khata No.-574 (Five Hundred Seventy Four), Part of Cadastral Survey Plot No.-1585 (One Thousand Five Hundred Eighty Five)** within the jurisdiction of Sub Registry Office-Patna City and District Registry Office–Patna in the State of Bihar and fixed annual rent Paying in the office of Circle Officer, Patna Sadar (Bihar), Halka-Azimabad, Vide **I.** Jamabandi No.-95, Computerized Jamabandi No.-212140000206429, Bhag Bartman-1, Page No.-95/1 and **II.** Jamabandi No.-1806, Computerized Jamabandi No.-212140000064083, Bhag Bartman-12, Page No.-3437 within the limit of Patna Municipal Corporation/Patna Regional Development Authority (Dissolved) and same is bounded as follows :-

NORTH	**:–**	Mr. Krishna Mishra (Land Owner).
SOUTH	**:–**	Mr. Chandra Prakash Mishra and Mr. Deo Prakash Mishra (Land Owners).
EAST	**:–**	Branch Road.
WEST	**:–**	Late Kameshwar Prasad Mishra and Awadhesh Prasad Mishra.

SCHEDULE – A (I)

(Description of the Property Under this Agreement For Sale)

All that residential **APARTMENT/FLAT NO. ….. (Type-… BHK)** on the **……. FLOOR having a Carpet Area of ……. Square Feet and Apartment/Flat Exclusive Balcony Area …… Square Feet (having a Super Built-Up Area of ……. (……..) Square Feet with One Reserved Car Parking Space for Apartment/Flat No. ……. in the building known as "WINSOME KRISHNA AYUSHMAN TOWER"** along with undivided proportionate share in the land, common assets and common area including all amenities, fittings and fixtures, **Situated at Dhawalpura (South of N.H.), P.S.-Chowk Kala, District–Patna in the State of Bihar,** land bearing **Mauza–Dhawalpura, Thana No.-21 (Twenty One), Tauzi No.-83/Bihar Govt, Khata No.-574 (Five Hundred Seventy Four), Part of Cadastral Survey Plot No.-1585 (One Thousand Five Hundred Eighty Five)** within the jurisdiction of Sub Registry Office-Patna City and District Registry Office–Patna in the State of Bihar and within the limit of Patna Municipal Corporation/Patna Regional Development Authority (Dissolved) and same is bounded as follows :-

BOUNDARY OF THE APARTMENT/FLAT

NORTH :- ……
SOUTH :- ……
EAST :- ……
WEST :- ……

Note–Government Valuation is mentioned at M.V.R. Code–514 and Zone-2.

in the said building known as **"WINSOME KRISHNA AYUSHMAN TOWER"** Apartment/Flat constructed on the said land fully described in the Schedule-A along with the undivided proportionate title in the common areas [defined as per the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)] including:-

(i) The entire land of said building where the building complex is developed.

(ii) The stair cases, lifts, staircase and lift lobbies and common entrances and exits of buildings.

(iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces.

(iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.

(v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.

(vi) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
(vii) All community and facilities as provided in the said building.
(viii) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.

THE SCHEDULE-C HEREIN ABOVE REFERRED TO:-

(Description of the common areas and portion and Utilities & Amenities)

(i) The stair cases in the all floors, lifts, staircase landing on all the floors, lift lobbies, common entrances, exits of buildings, common passage on each floor and lobby on ground floor etc.
(ii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces.
(iii) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.
(iv) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, fire fighting systems, EPBAX, and CCTV systems, power back up system (Generator, invertors etc.), system for water conservation and renewable energy.
(v) The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.
(vi) Conduits utility lines, telephone, intercom and electrical systems contained within the said building.
(vii) Exterior electric lighting and other facilities necessary to the upkeep and safety of the said building.
(viii) Care taker rooms, if available, lobbies and hall, way within the said building which are not a part of said apartment/flat.
(ix) All community and facilities as provided in the said building.
(x) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use.
(xi) All exterior conduits, utility, lines, underground and overheads and water tanks.
(xii) The roof of the said apartment/flat be used both as the roof of the said apartment/flat and floor of the apartment/flat constructed above it. Similarly the floor of the said apartment/flat shall be used both as the floor of the said apartment/flat and roof for the apartment /flat below it, thus the roof and floor of the said apartment/flat shall jointly belong to the Allottee/Purchaser and the Allottee/Purchaser of the apartment/flat above and below the said apartment/flat.
(xiii) The wall and columns if within the outside of the said apartment/flat separated as the walls separation the said apartment/flat on the same floor belongs to the Allottee/Purchaser and the said common wall separating the apartment/flat from other apartment/flat or

the same floor belong to the Allottee/Purchaser of the other apartment/flat.

(xiv) The proportionate undivided share in the common utility area, land within the boundary wall of the complex jointly belongs to the Allottee/Purchaser of the other occupants in the said complex.

(xv) Proportionate share in the common space in the said complex like stair case in the floors, lift, staircase landing on all the floors, electrical common meter, common passage on each floor and lobby on ground floor etc. as well as water pump, water tank and electrical common connection, guard room, generator etc. in the said complex.

(xvi) The right of access from the exit to the main road either directly and/or though gates, passages, stairway, lift, landing, lobbies and common areas.

(xvii) All common parts, equipments, installations, fixtures, fittings and spaces in the said complex including tube wells, lifts, generators, drainage, sewerage, pump, fire equipment and all the apparatus and installations for common use. Wiring and accessories for general lighting of the common portion and operating lifts, water pump etc.

THE SCHEDULE-D HEREIN ABOVE REFERRED TO:-

(Terms, conditions, stipulations and covenants to be observed and performed by the Allottee/Purchaser)

(i) The Allottee/Purchaser shall carry out all internal repairs in the said apartment/flat at his own cost and expenses and maintain it in good condition, status and order and shall observe all the rules and bye-laws of the Municipal Corporation/competent authority and shall not do or suffer to be done anything in or upon said bye-laws of the corporation or any other local Authority.

(ii) The Allottee/Purchaser shall keep the common area and the compound neat and clean and in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furniture, articles in the common space, entrances and stair cases.

(iii) The Allottee/Purchaser shall not use the complex in a manner which may cause inconvenience or annoyance to the Owner or occupiers of other apartment/flat in the building of the complex.

(iv) The Allottee/Purchaser shall indemnify and keeps the Promoter/Developer indemnified and harmless from or against any claim or demand for payment of such Taxes, Duties and other liabilities which are required to be paid and discharged by the Allottee /Purchaser.

(v) The Allottee/Purchaser agrees to observe and perform all rules, regulations and Bye-laws of Owner's Association already been formed or to be formed for maintenance and management of the building. The Allottee/Purchaser agrees to make payment of his proportionate share of maintenance and common expenses as fixed by the Association.

(vi) The Allottee/Purchaser shall at no time demand partition of his interest in the said plot of land or the said building or the said complex or on any part thereof, it being agreed and declared that the interest of

the Allottee/Purchaser in the said plot of land, building and the complex is impartiable.

(vii) The Allottee/Purchaser shall not demolish or cause to be demolished any part or portion of the said apartment/flat or building or complex or make or cause to be made in any part thereof. The Allottee /Purchaser shall not make any addition or alteration in the said apartment/flat without the previous consent in writing of the Promoter /Developer or in the Association or Managing Committee of the said building or/and the competent authority/P.R.D.A. (Now Dissolved)/ Patna Municipal Corporation as the case may be.

(viii) The Allottee/Purchaser shall not use or permit user of the said apartment/flat in a manner which would diminish the utility of the common maintenance.

(ix) The said apartment/flat together with the undivided proportionate interest in the land and the right to use and enjoy the common areas and facilities shall constitute heritable and transferable property.

(x) If on any further date the said complex is acquired or requisitioned by the Government or any other competent Authority, the Allottee/Purchaser shall be entitled to receive proportionate share of the total value or compensation to be received or recovered.

THE SCHEDULE-E HEREIN ABOVE REFERRED TO:-

(Common and maintenance expenses to be paid by the Allottee/Purchaser)

(i) Cost of operating, maintaining, overhauling or replacing water pumps, water tanks, common water supply line, sumps, motors, fans, compressors, electric meters, lift, ducts and all apparatus connected with installations for common use etc**.**

(ii) Cost of maintaining water reservoirs and tanks in the ground floor and on the roof.

(iii) Cost of maintaining or keeping the roof as well as the side walls of the building in proper repairs and in water and leak proof condition.

(iv) Cost of repairs and painting the exterior of the building and all other common portion and areas.

(v) Salaries of Sweepers, Caretakers and Durwans, Liftman employed or any other for the upkeep to the common areas.

(vi) Cost of incorporation and formation of the Association for maintenance of the building.

(vii) All Municipal rates, taxes, duties and other impositions and levies on all common parts and areas.

(viii) The security deposits or any increase in security deposit demanded and required to be paid to Electricity Authorities, Municipal Authorities or any other local Authority for maintenance of all common services and facilities.

(ix) Cost of maintenance of the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel.

(x) Cost of maintenance of the Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy.

(xi) Cost of maintenance of all other common services and facilities, common basements, terraces, parks, play areas, open parking areas and common storage spaces not specially provided.

(xii) Cost of maintenance of the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use.

(xiii) Cost of maintenance of all community and facilities as provided in the said building.

(xiv) Insurance premium for insuring the Building against earth quake fire lightening, mob violence, civil commotion etc. if insured.

(xv) Cost of AMC (Annual Maintenance Contract) for firefighting system, EPBAX & CCTV system, Lift etc.

The Allottee/Purchaser, through themselves and through as member of aforesaid building housing society will ensure proper maintenance of essential and lifesaving amenities/facilities like fire fighting systems, EPBAX, and CCTV systems, power back up system (Generator, invertors etc.) by giving annual AMC to qualified and experienced persons/agencies.

MODE OF PAYMENT

Ch./D.D. No./ NEFT/RTGS	Bank	Dated	Amount	Received as GST	Received as Cons. Money
……..	……	…-…-……	₹……/-	₹……../-	₹……/-
……..	……	…-…-……	₹……/-	₹……../-	₹……/-
……..	……	…-…-……	₹……/-	₹……../-	₹……/-
……..	……	…-…-……	₹……/-	₹……../-	₹……/-
……..	……	…-…-……	₹……/-	₹……../-	₹……/-
……..	……	…-…-……	₹……/-	₹……../-	₹……/-

TDS deducted @ 1% - ₹……/-

Total-₹……/-

GOVERNMENT VALUATION OF THE PROPERTY HEREBY CONVEYED

1.	Total Land of the Building	……	Square Feet
2.	Total Constructed area of the Building	…….	Square Feet
3.	Ratio per Square Feet	…….	
4.	Total Constructed area of the Apartment/Flat	**……**	Square Feet
5.	Total Undivided Proportionate Share in the Land	……	Square Feet
		or ……	Decimals
6.	Total Valuation of proportionate share in Land	₹……/-	
7.	Total Valuation of the Apartment/Flat	₹……/-	
8.	Valuation of One Covered Car Parking Space	₹……/-	
	Total =	₹……/-	

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands in presence of the witnesses, on the day, month and year first above written.

WITNESSES :

1.



2.

(SIGNATURE OF THE PROMOTER / DEVELOPER)

(SIGNATURE OF THE ALLOTTEE/PURCHASER)

This ***Deed of Absolute Sale*** is drafted by me as per the instructions and Documents provided by the aforesaid Promoter/Developer and Allottee/Purchaser.

Typed By:-

Subodh Kumar (Advocate)
M.Sc. (IT), LL.B.
Enrollment No. 1717/09
Patna High Court, Patna
PROPERTY
DOCUMENT CENTRE
MOBILE - 9334167775
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