

Registration No.- BRER

DEED OF
ABSOLUTE SALE

1. NAME AND ADDRESS OF THE DEVELOPERS/OWNERS :-

VIRARA DEVELOPERS PVT. LTD., a company registered under the Companies Act 2013 having its Registered Office at Lalit Complex, Sri Ganeshpuram, Road No.-5, Ward No.-21, Main Gola Road, Danapur, Patna, in the State of Bihar, with Registration No.- U45500BR2018PTC038990, Dated 24.08.2018, Represented through its Managing Director **(i) Sri Vimal Kumar Brajraj, Age-47 years, PAN- ATDPB2733M, Son of Rajendra Prasad Singh, Resident of Durgapur, P.O.- Kaner, Fatehabad, Arwal, Bihar, Pin Code-....., Cast-....., Occupation- Business, (ii) Smt. Nutan Kumari, Age-40 years, PAN- BEIPK5676P, Wife of Sri Rajiv Ranjan, Resident of Mahsaura, Lakhisarai, Bihar, Pin Code-....., Cast-....., Occupation-Business, Nationality Indian.** Hereinafter referred to as the "Promoter" (which expression shall unless excluded by or repugnant to the context, be deemed to include its /their executors, administrators, legal, representatives successors-in-office or assignees of the **FIRST PART.**

Company PAN- AAGCV5485P, Mob.-

2. NAME AND ADDRESS OF THE VENDEE /BUYER :-

....., Age- years, Son of, Resident of, P.O.-....., P.S.-....., Dist.-....., in the State of Bihar, Pin Code-....., Cast-, Occupation-, Indian National hereinafter called the "**VENDEE**" or "**BUYER**" which expression shall unless excluded by or repugnant to the context, be deemed to include his/her heirs, executors, legal representatives, successors-in- interest or assignees of the **OTHER PART.**

PAN- Mob.-

3. NATURE OF THE DEED :-

DEED OF ABSOLUTE SALE

4. CONSIDERATION AMOUNT :-

Rs.-/- (Rupees)
only.

VIRARA DEVELOPERS PVT. LTD.
Director

5. DESCRIPTION OF THE PROPERTY HEREBY CONVEYED :-

All that piece and parcel of the **Flat No.-** having Super Build up area of **Square Feet (.....Square Feet)** with Common wall and Balcony, **Type BHK, on Floor** in the Building Known as “**MANISH RESIDENCY**” along with covered **Parking No.-.....** in the building known as “**MANISH RESIDENCY**” along with undivided proportionate share in the land, common assets and common area including all amenities, fittings and fixtures, Situated at **Mauza-** Adampur, P.S.- Danapur, Sub Registry Danapur & Sadar Registry Town and District- Patna in the State of Bihar, Tauzi Bihar Govt., Thana No.- 40 (Fourty), Khata No.- 108 (One Hundred Eight), Part of Survey Plot No.- 460 (Four Hundred Sixty), Bounded as follows:-

MVR Code-161, Zone-2

:- BOUNDARY OF THE FLAT :-

NORTH : -

SOUTH : -

EAST : -

WEST : -

The said building known as “**MANISH RESIDENCY**” is constructed an area of 11 Katha, (equivalent 34.375 Decimal), Situated at **Mauza-** Adampur, P.S.- Danapur, Sub Registry Danapur & Sadar Registry Town and District- Patna in the State of Bihar, Tauzi Bihar Govt., Thana No.- 40 (Fourty), Khata No.- 108 (One Hundred Eight), Part of Survey Plot No.- 460 (Four Hundred Sixty), Circle Office Danapur, Vide Zamabandi No.- 2131. Bounded as follows:-

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- (i) District- Patna
(ii) Anchal- Danapur
(iii) Halka-
(iv) Village- Adampur
(v) Thana No.- 40

- :: BOUNDARY OF THE ENTIRE LAND :: -

- NORTH** :- Branch Road
SOUTH :- R. R. Builder's
EAST :- Survey Plot No.- 467
WEST :- Sri Nirmal Prasad

The said **Flat** shall aggregate of the followings.

- (A) Carpet Area comprised within the said flat/unit.
(B) Area of walls and columns if any within and outside the said flat save the wall or walls separate the said flat from the other flat on the same floor in which case 50% of the such common wall shall be taken into Account.
(C) Proportionate undivided share in the common space in the building like stair case on all the floors, lift landing on all the floor, lift walls and its plant installation room, electrical common meter room, common passage on each floor and lobby on the ground floor etc. as well as water pump room, transformers and electrical sub- station rooms etc. outside and inside the said building.
(d) All easement rights pertaining to the said land and building to be held and enjoyed by the VENDEE independently with other flat owners in the said building.

RECITAL

WHEREAS, the Landowner namely Land Owner namely **Sri Ratnesh Prasad**, Son of Late Raghunath Prasad, Resident of Village- Mustafapur, P.S.- Khagaul, District- Patna, measuring Area- 8057.12 Sq. Ft., (equivalent 18.50 Decimal) Land Owner Sri Ratnesh Prasad Grand father namely Doma

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[Signature]
Director

Bhagat, Son of Aklu Bhagat has Purchased Property. Registered Deed of Absolute sale Deed No.- 1673, Book No.-1, Volume No.- 26, Page from 124 to 129, dated 10.06.1936, Registered Office Danapur from Ram Akbal Singh, Son of Sastu Singh and Mosmat Subhagiya Bint Kimti Mahto, Wife of Ramadhin Mahto, Mosmat Mundesari Bint, Ram Kumar Mahto, Wife of Faujdar Singh, Mosmat Pan Kuwar Bint, Rajkumar Mahto, Wife of Babu Lal Kishun Singh, Resident of Daluchak, P.S.- Danapur, District- Patna. Since then Doma Bhagat absolutely property which has been comming peacefull possession. Some times Doma Bhagat (Land Owner Grand father) Thereafter above named three Sons namely (i) Dasai Bhagat, (ii) Raghunath Prasad and (iii) Devnath Prasad got it through an amicable family patition amongst his father Raghunath Prasad (Land owner Father) in the share. Some times Raghunath Prasad (Land Owner Grand father) Thereafter above named Four Sons namely (i) Premchandra Prasad, (ii) Naresh Chandra Prasad, (iii) Bijesh Prasad and (iv) Ratnesh Prasad (Land Owner) got it through an amicable family patition amongst his Ratnesh Prasad (Land owner) in the share. Came in exclusive peaceful physical possession over the said property and also mutated their name separately in the State Sarista (Regisiter-II) and paying the land rent to the Govt. of Bihar through the Circle office-Danapur, Vide Mutation Case No.-1883/7 for the year 2011-12 and Jamabandi No.- 2131 in the name of Ratnesh Prasad. which has been comming peacefull possession.

That the above named land owner **Sri Ratnesh Prasad**, Son of Late Raghunath Prasad, Development Agreement against the land measuring Area- 8057.12 Sq. Ft., (equivalent 18.50 Decimal), with the Developer **VIRARA DEVELOPERS PVT. LTD.**, a company registered under the Companies Act 2013 having its Registered Office at Lalit Complex, Sri Ganeshpuram, Road No.-5, Ward No.-21, Main Gola Road, Danapur, Patna, in the State of Bihar, with Registration No.- U45500BR2018PTC038990, Dated 24.08.2018, Represented through its Managing Director (i) **Sri Vimal Kumar Brajraj**, Son of Rajendra Prasad Singh, Resident of Durgapur, P.O.- Kaner, Fatehabad, Arwal, Bihar, (ii) **Smt. Nutan Kumari**, Wife of Sri Rajiv Ranjan, Resident of Mahsaura, Lakhisarai, Bihar, On Vide Deed No.-9155, Book No.-1, Volume No.-

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214, Pages No.-118 to 138, C.D. No.-32, Token No.-8723/2019, dated 25.07.2019 Registered at Patna Sadar for constructed of the Multistoried building over the said property.

AND WHEREAS, as per terms and conditions of the said Registered development agreement the builder would construct a multistoried building complex over the land more fully described in Schedule-I and to enter into agreement to sell or absolute sale to the BUYER to the extent of Developer's share.

AND WHEREAS, Subsequently the Builder got the Building plan approved constructed the building complex in namely "**MANISH RESIDENCY**", over the land mentioned in Column No.-5 below consisting of Residential Building and car parking space on Ground Floor.

AND WHEREAS per the registered Development Agreement the Developers have constructed a Multi storeyed Residential Building thereon comprising several flats and car parking spaces at their own costs. In lieu of the costs incurred in construction on of the above building known as "**MANISH RESIDENCY**" residency the Developers have got 50% constructed area in the said building in shape of flats and car parking space & proportionate share in the land and the remaining constructed area of 50% have given to the landowners in their shares as per the terms of the registered Development Agreement. The said building/ Apartment has been constructed by the Vendors/ Developers as per approved and sanctioned Map plan granted approval dated bearing Plan case No.-..... by the **Competent Authority/Authorities concerned**. The Promoter has registered the project under the provisions of the Act with the (Name of the State) Bihar Real Estate Regulatory Authority at Patna on under registration No.- **BRER**.....

VISHVA DEVELOPERS PVT. LTD.
Director

AND WHEREAS the property i.e. **Flat** and one Reserve Car parking space, fully mentioned in column No.-5 above hereby conveyed is absolutely coming in the share of the Vendors/ Developers as well as other flats and reserve car parking space as 'Developers' Area and as such the Developers/ Vendors are absolute owners of the property hereby conveyed, fully mentioned in column no. 5 above and they have full right, title and interest to convey the same to intending buyer/s as its owners thereof.

AND WHEREAS the Developers/Vendor are in need of fund to meet their legal requirements and to invest else where, hence they announced to sell the above Flat and car parking space. The VENDEE/ buyer approached to the Developers/Vendor and had made inspection of the property and its relevant document and satisfied himself/ herself about the right, title and interest of the Developers/ Vendors of the said flat.

AND WHEREAS after inspection and full satisfaction and on final negotiations the Vendors agreed to sale and the VENDEE agreed to purchase the said **flat** along with one reserved car parking space in the said building/Apartment, fully described in column no.5 above, with sole, exclusive, transferable and irrevocable right to use the same together with undivided common interest in the stair case and equipments and other common parts, services of the said building together with undivided proportionate share in the land. The vendor in receipt of full consideration towards their share have relinquished all their right, title and interest in the said **flat** along with reserve car parking space on the ground floor which have already been handed over to the VENDEE in his peaceful possession and accordingly this Indenture of Absolute Sale hereby executed and registered by the Developrs/ Vendors in favour of the VENDEE/Buyer above named.

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NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS :-

1. That in pursuance of the agreement and in consideration of **Rs.-/- (Rupees)** only already paid by the VENDEE/Buyer to the Developers/ Vendor before the execution of this Deed of Absolute Sale. The vendor as such, received the total consideration money of the property i.e. **Flat** and one reserved car parking space, before the execution of this Deed and being in their sound state of mind, health body and in their full sense, does hereby convey and transfer to the abvoe named VENDEE/BUYER all the right title and interest of the aforesaid property/ units along with undivided proportionate share in the land thereof in the said building/ Apartment.
2. That the aforesaid super built up area in including of the carpet area of the said flat with the area of walls and columns as explained hereunder which shall be the exclusive property of the VENDEE along with undivided share in the common utility areas like stair case, lift landing on all floors, lift walls, lift installation room, and water pump room, for transformer and electrical sub- station, electrical common meter room, common passage on each floor and lobby on the ground floor etc. which shall be the joint property of all the purchaser/ BUYER of the flats including the VENDEE in the said building. The VENDEE undivided interest in the soil shall remain joint for all the times with the co-owners of the said building in the aptment the Interest in the soil is impartible.
3. That the roof of the said flat shall be used both as the roof for the said flat as well as the floor of the flat constructed above it and similarly the floor of the said flat as well as the roof of the flat constructed below it and the roof and the floor of the said flat shall jointly belong to the VENDEE and the purchasers/ buyer of the flats abvoe and below in the said building.

Handwritten signature and stamp:
 "M. S. Properties Pvt. Ltd."
 Director

4. That the VENDEE shall have all right and interest in the proportionate undivided share in the land in the said flat/building which is already in possession and now the VENDEE shall HOLD, OCCUPY and ENJOY same without a let hindrances or obstructions whatsoever from the vendors of any body claiming through or the Vendors. The VENDEE shall also be entitled to sell, mortgage, lease or otherwise transfer the said flat to any one without the consent of the vendors or other-co- owners.
5. That the VENDEE shall have full and absolute proprietary rights similar so the right of the vendor except that of demolishing and committing waste in respect of the said flat and car parking space in any manner so as to affect the VENDEE or the co-owners in the said building.
6. That the VENDEE shall obey all the rules, bye- laws of the Patna Municipal Corporation and other Urban Authorities and shall not do any thing against such rules and bye-laws.
7. That the VENDEE shall be directly liable to get his name recorded/ mutated in the record of Patna Municipal Corporation, Local Bodies/ Board offices or where- ever necessary in place of the vendor and the VENDEE shall pay the taxes and other charges as payable by the VENDEE to the authorities concerned.
8. That the vendors/developers have assured to the VENDEE that the property hereby conveyed, more fully described in column no. 5 above in this deed is free from all kinds of encumbrances, liens or attachments dues and defects in title of the vendor/ developers. In case the VENDEE is deprived of the whole or any part thereof the said property either due to defects in title or due to any fault of the Vendor/Developers or their executors or administrators successors-in-office or assignees or legal representatives, then the Vendor/ Developers will have to compensate the loss or damages that may occur to the VENDEE

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Director

or his heirs, legal representatives or successors-in-interest, the entire amount of consideration or the proportionate amount as the case may be with interest at the rate as admissible in the eye of law from the date of accruals of such loss, damages and dispossession.

9. That the Vendor/developers have further assured to the VENDEE that they have not at any time done or permitted any acts, deeds of things or any matters by reasons of which the property hereby sold/ transferred by these presents or any part thereof interest therein has been charged, mortgaged, sold changed or transferred in any other way nor the vendors have entered into any Agreement with any other person to sell/transfer these prior to the execution of this Deed of Absolute Sale.

DETAILS SCHEDULE OF BUILDING/APARTMENT.

- | | | |
|--|-------|-----------------|
| 1. Total land of the Apartment/Building | - | Sq. Ft. |
| 2. Total constructed area of Apartment | - | sq.ft. |
| 3. Total Super built up area of Flat | - | Sq.ft. |
| 4. Total proportionate share in the land | | |
| of the VENDEE in Apartment | - | sq.ft. |
| | i.e | - decimal |
| 5. Total value of Flat | Rs.- | /- |
| 6. Total Value of Proportionate share in the | | |
| land | Rs.- | /- |
| 7. Total value of Reserve Car Parking | Rs. - | <u>90,000/-</u> |
| Total Rs. - | |/- |

Vijaya Developers Pvt. Ltd.
Vendor

IN WITNESS WHERE OF the Developer/ Vendor and VENDEE/
Buyer have put their respective hands and signature on this Deed of
Absolute sale in the presence of below noted attesting witnesses on
this the day of 2021.

Witnesses :-

1. **Signature of the Developers/Vendor**

2. **Signature of the VENDEE/Buyer**

Printed By :-

Drafted

Pawan Kumar
Laljee's Chamber
R.K. Nagar, Patna

DEVELOPERS PVT. LTD.
Director