(ABSOLUTE SALE DEED-FLAT)

1. **NAME AND ADDRESS OF THE VENDOR**

M/S OM BALAJEE HOMES (P) LTD. incorporated under the Companies Act 1956, having its office at 601 & 602 on 6th Floor, Balajee Complex, Near Union Bank, Exhibition Road, P.S. Gandhi Maidan, District Patna-800001, represented by its **Managing Director Mr. Deepak Sagar** son of Late Rajendra Prasad, resident of Patna City, District Patna-800008, hereinafter called the Developer.

PAN : AACCO0526A **Mob. 9934770999**

2. **NAME AND ADDRESS OF THE VENDEE**

....., S/o ....resident of .....P.S. ....., District ....., Pin Code-....., by Nationality-....., hereinafter called the Purchaser/ Vendee.

PAN: **Mob.**

Aadhar No.:

3. **NATURE OF THE DOCUMENT**

DEED OF ABSOLUTE SALE

4. **CONSIDERATION AMOUNT**

Rs...../-(Rupees ..... Only) actual consideration amount and stamp duty is duly paid.

5. **DESCRIPITION OF THE PROPERTY HEREBY CONVEYED**

ALL THAT, a **Residential Flat bearing No. .....** on ..... Floor (...BHK Unit), having ..... Bedrooms, ... Toilet cum Bathroom, Kitchen, ... Balconies and One Reserved Car Parking Space No. ..... in Basement in the building named as **"RAMJYOTI ENCLAVE"** Developed and constructed **by "M/S OM BALAJEE HOMES (P) LTD**." having **Carpet area of ..... Sq. Ft.** (..... .....), and its proportionate land with all kinds of its easements, claims, right, title, interest and articles, thereon and therein, Situated at Pargana- Ajimabad, Thana-Kotwali, Survey Thana- Phulwari, Mohalla- New Yarpur, Tauzi No. 377, Thana No. 18,

Khata No. 04, Khasra No. 479, Halka– Nutan Rajdhani, Jamabandi No. 1553, Mauza Thana No. 8/18, Mauza- Yarpur, Holding No: 279, Circle No. 262, Ward No. 08(New) 37(Old), MVR Thana Code No. 151, near Jhunjhun Mahal (New Yarpur), District-Patna, Bihar and within the jurisdiction of Dissolved Patna Regional Development Authority and within the limit of Patna Municipal Corporation, Patna, the said flat shall be aggregate of the following :-

a) Area of comprising of floor area within the said Flat along with a Car Parking Space in Basement,

b) Area of the walls and columns, if any within and outside the said Flat, and the wall or walls separating the said Flat to the other Flats on the same floor (in which case 50% of such common wall shall be taken into account).

c) Equal right to use the common space in the building like staircase on all the floors, lift landing on all the floors lift well and its plant installation room, electrical room, common meter room, common passage on each floor and entrance lobby on the ground floor, Driveway, Generator room etc., as well as water pump, water tanks, septic tank, common bathrooms are taken into account of the said Flat, and the same is bounded as follows: -

BOUNDARY OF FLAT NO. .....

NORTH :
SOUTH :
EAST :
WEST :

COMMON AREA

1. All driveways and open parking areas on the said premises.
2. All exterior conducts utility line underground and overhead water storage tanks.
3. Exterior lighting and other facilities necessary to the safety of the said building.
4. Water tank and other facilities located in the said building to serve or benefit more than unit.
5. Conduits utility lines telephones, and electrical system contained within the said building.

THIS ABSOLUTE SALE DEED IS MADE ON THIS THE ..... DAY OF ..... 202..., AT PATNA.

BETWEEN

M/S OM BALAJEE HOMES (P) LTD, represented by its Managing Director Mr. Deepak Sagar, as fully described in column No. 1, of this deed, hereinafter referred as the VENDOR which expression unless repugnant to the context shall mean and include his/its heirs, executors, administrators, representatives, and assignees in interest of the FIRST PART.

AND

Mr. ....., as fully described in column No. 2 of this deed hereinafter called the Vendee, which expression unless repugnant to the context shall mean and include his heirs, executors, administrators, assignees and successors in interest of the of the Other Part.

RECITALS

WHEREAS, the landed property originally belongs to Late Yugeshwar Nath who got this land from Late Babu Ram Pavitra Singh S/o Babu Jaivrat Singh through Registered Deed No. 2133, Book No. 01, Sheet No. 47, Page No. 208 to 210, dated 16.05.1938. After his death a suit was filed by his son Hira Lal in Patna Civil Court in 1988 under case no TPS-420/88 for the partition of the property. The judgement came on 31 January 1997 in which the property was divided into three parts between his three sons (1) Laxman Prasad Sinha (2) Anirudh Prasad and (3) Hira Lal and his Successors. Final decree in this case was issued on 09.10.2014. After the final decree Veena Kumari D/o Anirudh Prasad was substituted in her capacity as Legal Heir after death of Anirudh Prasad appealed under District Judge IX of Patna where the honorable court justifying the order of lower court dismissed her appeal. Meanwhile all three sons of Late Yugeshwar Nath died leaving behind their legal heirs as below:

(1) Vijayanand Sinha S/o Late Laxman Prasad Sinha

(2) Veena Kumari D/o Late Anirudh Prasad

(3) Shashibala W/o Late Hira Lal

accordingly, they all are the present owners of the land and possess the same in their own right and they got absolute right, title and interest in respect of the said property.

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AND WHEREAS, it is quite clear that the property under reference exclusively allotted to the land owners with which non of the other family members had or have any concern with the same and it is the land owners who have acquired and got clear legal right, title and interest in respect of the said property and the landowners have also got the property mutated and on their name.

AND WHEREAS, the owners covenant that the aforesaid property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in themselves good right, full power and absolute authority and title to transfer in the whole or part of the said property as per schedule and jointly owned and possessed the same and they came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS, the aforesaid land owners are entitled to enter into of development agreement concerning schedule–I Property unto the second part on conversion basis for construction of Multi Storied residential complex.

AND WHEREAS, the landowners expressed their desire to give their landed property on conversion basis to any developer for getting it developed into an apartment. After knowing their desire **M/S OM BALAJEE HOMES (P) LTD**. through its Managing Director Deepak Sagar a Builder and developer company, approached him and entered into a development agreement with the land owner on **07.12.2019 /17.01.2020**, according to which in lieu of the development cost developer was entitled to get 50% shares in Flats, Shops, Car Parking, Top Traces, Common areas and share of Land also as his share, of the total constructed area and in lieu of the land cost the land owner was entitled to get 50% shares in Flats, Shops, Car Parking, Top Terraces, Common areas and share of Land also as his share, of the total constructed area

AND WHEREAS, the Builder has framed a scheme for constructing the complex to be known as **"RAMJYOTI ENCLAVE"** in the said land for residential purpose comprising of several flats and Car Parking spaces etc. and thereafter with the consent of land owners namely 1. Mr. Vijayanand Sinha son

of Late Laxman Prasad Sinha resident of NY-13, New Yarpur, Jhunjhun Mahal, Patna 800001, 2. Mrs. Veena Kumari daughter of Late Anirudh Prasad resident of Shashikunj, Jayprakash Nagar, Patna 800001, 3. Mrs. Shashibala wife of Late Hira Lal resident of Chakbandi Road, Bhabhua, Kaimur 821101 the said Developer **M/S OM BALAJEE HOMES (P) LTD**. through its Managing Director Deepak Sagar, entered into a Registered Development Agreement dated **07.12.2019 /17.01.2020**, bearing Deed No. 648, in Book No. 1, Volume No. 17, CD-2, Pages 518 to 538, Token No. 15286/2019, Serial No. 14873, which was Registered at Patna Registry Office.

AND WHEREAS, the Vendor is a Pvt. Ltd. Company, and the working of the company is the construction of multi storied building. As such the Vendor is going to construct a B+G+3, Residential Building in the name and style **"RAMJYOTI ENCLAVE"** at JHUNJHUN MAHAL, NEW YARPUR, PATNA.

AND WHEREAS, **VIJAYANAND SINHA & OTHERS**, got a Plan approved by the Patna Municipal Corporation, vide Sanction Plan No. P-/YARPUR-PRN-1B+G+3/189/2020 dated 28.06.2021.

AND WHEREAS, approval from **RERA** is also taken vide RERA Registration No. .....

AND WHEREAS, after the construction and completion of the project the respective share owners i.e. developer/promoter and the land owner, shall be the absolute owner of their respective shares and they will be entitled to sell/transfer their shares respectively and as per the Bihar Apartment ownership Act. 2006 and Bihar Apartment ownership Rules in section 5 (1) clearly declared their shares as absolute owner and in the light of Bihar Apartment ownership Act. 2006, the land owner and developer/promoter there was made a share division agreement on ..... between the land owners and the developer and on the said share distribution the land owners and the developer separately came in possession as per Schedule which is fell and allotted in their shares. As per schedule and in lieu of agreement after full filling all the terms and conditions several Flats and Car Parking Space has been allotted in the share of the developer and several Flats and Car Parking Space has been allotted in the share of the land owners named above and the land owners are entitled to sell or transfer their share to the respective purchasers separately

and the developer is also entitled to sell/Transfer its share to the respective purchasers separately.

AND WHEREAS, the Vendee approached the Vendor to purchase the Flat and one car parking space, for a consideration of Rs. ...../- (Rupees .... Only) fully described in description of the property above mentioned, together with the undivided common interest in the staircase and other common area, and the Vendor on receipt of the full consideration towards his share has relinquished all the right, title and interest in the said flat along with undivided proportionate share of Land fully detailed in description of the property above mentioned which has already been handed over to the Vendee and has further requested to execute a registered sale deed in favour of the Vendee.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS :-

1. That the Vendor has agreed to sell, and the purchaser fully relying on the above recited representations of the Vendee has agreed to purchase the said Flat fully described in column No. 5, of this deed; hereunder written on the terms and conditions hereinafter contained.

2. That the total consideration amount against the Flat and Car Parking Space for a sum of Rs. ...../- (Rupees .....) through RTGS and Cheques of several dates has already been received by the Vendor from the Vendee before execution of this deed details of which is hereunder: -

.....

.....

3. That the Vendor further has no claim regarding the Flat or consideration amount and the Vendor has further no right to demand any single penny from the Vendee.

4. That apart from the common wall and column which shall jointly belong to the Vendee and the owner of the adjoining Flat or Flats the entire other walls of the said Flat shall belong to the Vendee.

5. That the Vendee shall have full right, title and interest in the proportionate undivided share in the land and in the said Flat which is already in the possession of the Vendee and shall hold and enjoy the same without let or hindrance whatsoever from the Vendor or any body claiming through the Vendor. The Vendee shall also be entitled to sell, mortgage. Lease or otherwise

transfer the said Flat, to anyone without the consent of the Vendor or the co-owners.

6. That the Vendee along with the other purchaser and land owners i.e., other Flat owners of the said building/apartment shall form a society with the written consent of the developer or the association for proper maintenance of the said building and shall make regular payment of her proportionate share to the said Society or Association and shall abide by the Rules of the said society/Association.

7. That the Vendee shall be liable to pay the taxes and other charges as payable to the Patna Municipal Corporation or any other authorities with respect to her Flat.

8. The Vendee shall carry out all internal repairs in the said Flat at her own cost and maintain it in good condition, if required, without causing annoyance to any other owner/ occupier.

9. The Vendee covenants with the firm and through them with the purchasers and owners of the other Flats that she shall not ever demolish or cause to be demolished any out-side part of the said building or any portion of the said building nor shall be at any time make or cause to be made any new construction whatsoever, in the said building or the said complex or any part thereof. The Vendee further covenants that she shall not make external alterations to the said Flat without the previous consent in written permission from the Society/Association of the Building.

10. That the said Flat and /or part thereof is not affected by any acquisition or acquisition proceedings of any authority or authorized under any of the law for the time being in force/and/or otherwise nor any notice to the said effect has been served on the Vendor in relation to the aforesaid and concerning the said Flat.

11. That all the Flat owners shall own the common areas and facilities jointly. Neither the landowners/vendor nor the Association of Apartment Owners shall have any ownership right in the "Common areas and facilities". The Association of Apartment Owners shall be vested with the management and maintenance of the "Common areas and facilities" The necessary work of maintenance, repair and replacement of the common areas and facilities and the making of any

addition or improvement or alteration therein shall be carried out only according to provision made in the apartment Act (Bihar Apartment Ownership Act) 2006.

12. That the Vendor/Developer has put the Vendee in peaceful, physical and exclusive possession of the vended property fully described in Column No. 5, of this deed and Vendee shall get her name mutated in Patna Municipal Corporation and in other Offices wherever it is required and shall pay the taxes.

13. That in case of demolition of the building/premises due to any reason viz., earthquake, building modification or any natural calamities then the Vendee shall be entitled for the proportionate share of land in the said property according to super built-up area of the land in the said Apartment as per her allotted Flat.

14. That the Vendee are purchasing the said flat after full satisfaction of the construction and title of the land owner and Development Agreement of the Developer and after taking peaceful possession and after execution of sale deed the Vendee has no right to claim with the vendor/ developer aforesaid.

SCHEDULE-A

ALL THAT PART AND PARCEL of landed property measuring 5444 Sq. Ft. equivalent to 12.504881 Decimals Situated at Pargana- Ajimabad, Thana- Kotwali, Survey Thana- Phulwari, Mohalla- New Yarpur, Tauzi No. 377, Thana No. 18, Khata No. 04, Khasra No. 479, Halka– Nutan Rajdhani, Jamabandi No. 1553, Mauza Thana No. 8/18, Mauza- Yarpur, Holding No. 279, Circle No. 262, Ward No. 08(New) 37(Old), MVR Thana Code No. 151, near Jhunjhun Mahal (New Yarpur), District-Patna which is under Patna Municipal Corporation, Patna and the same is bounded as follows :-

BOUNDARY OF LANDED PROPERTY

NORTH	:	Branch Road
SOUTH	:	Late Janki Prasad Chourasia
EAST	:	Late Rajiv Ranjan Prasad
WEST	:	Late Vindhyakishore Prasad

SCHEDULE -B

(Terms, conditions, stipulations and covenants to be observed and performed by the purchaser)

1. The purchaser shall keep the common area and the compound of the said building and complex neat and clean and in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furniture's, articles in the common spaces, entrances, stair cases.

2. The purchaser shall indemnify and keep the vendor indemnified and harmless from or against any claim or demand for payment of such taxes, duties and other liabilities which is required to be paid and discharged by the purchaser.

3. The 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 in any part thereof, if being agreed and declared that the interest of the purchaser in the said plot of land, building and the complex is impartible.

4. If at any future date the said complex is acquired or requisition by the Govt. or any other competent authority, the purchaser shall be entitled to receive proportionate share of the total value or compensation to be received or recovered.

SCHEDULE-C

(Maintenance Expenses to be paid by the purchaser)

a) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, common water supply line.

b) Cost of maintaining water reservoirs and tanks on the roof.

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

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

e) Salaries of sweepers, caretakers, chokidars and Durwans, employed for the upkeep of the common areas.

f) Cost of incorporation and formation of the association for maintenance of the building.

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

h) 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.

i) Cost of maintenance of all other common services and facilities not specifically provided.

j) Insurance premium for insuring the building against earth quake, fire, lightening, mob violence and civic commotion etc., if insured.

SCHEDULE-D

FULL DETAILS OF VALUATION:-

1. Total Plot Area of Land ..... **Sq. Ft**
2. Total Constructed area of the Building = ... **Sq. Ft.**
3. Carpet Area of the Flat ..... **Sq. Ft.** valuation comes to Rs. ...../- Only.
4. Proportionate Share of flat in the Land ..... **Sq. Ft.** valuation of the land share Rs. ...../-Only
5. Car Parking Space valuation comes to Rs. ...../- Only.

Total valuation of the document is Rs. ...../-Only

IN WITNESSES WHEREOF, the Vendor has executed this deed of Absolute Sale, by putting his signature on this the ..... day of ..... 202..., at Patna in presence of witnesses.

Deepak Sagar
Managing Director
For:- **M/S OM BALAJEE HOMES (P) LTD**
SIGNATURE OF THE VENDOR

PAN:
SIGNATURE OF THE VENDEE

WITNESSES

1.

2.