FLAT SALE DEED

THIS DEED OF ABSOLUTE SALE made on this the 9th day of November, 2016 (Two Thousand Sixteen) of the Christian Era.

B E T W E E N

1. Name of Vendor/ Seller: **INDRA NAMA ENGICON PRIVATE LIMITED** (CIN no.U70200BR2017PTC033732), a company incorporated under the provisions of the Companies Act, 2013, having its registered office **at C/O ASHOK KUMAR SINGH, KARMA BHAGAVAN , AURANGABAD, BIHAR-844102 b**y its **CEO RANJANI RANJAN (Aadhar no. 595765859462)** hereinafter referred to as the "PROMOTER/BUILDER" which expressions shall unless excluded by or repugnant to the context, be deemed to include his heirs, executors, legal representatives, successors-in-interest or assignees of the FIRST PARTY

AND

2. Name of Vendee/Purchaser:----------

----------, by Nationality Indian, (hereinafter called the "VENDEE" OR PURCHASER") which expressions shall unless excluded by or repugnant to the context, be deemed to include his heirs, legal representatives, successors-in-interest or assignees of the SECOND PARTY.

WHEREAS A. Shri OM PRAKASH KHEMKA AND SMT RAJ KUMARI DEVI , is the absolute and lawful owner of Mohalla- old GT Road, Ward No-3, Aurangabad, Plot No.900, 2182/1023, 900/2185, 2181/901, Khata NO- 10, 780/5, 333/10, 780/4,, District-Auranagabad totally admeasuring 3985.78 square meters situated at in Tehsil & District Aurangabad ("Said Land") fully described in Schedule-A). Whereas as per development agreement "the Builder" shall have 50% share over the building and the owner have 50% share over the building.

Whereas "the Builder" got a plan approved by the Nagar Parishad Aurangabad for construction of multistoried building vide plan case no.84/2018-19. Whereas the Second Party has inspected the plan and Super Builtup Area calculation by the Architect and has agreed with the calculation.

AND WHEREAS as per Development Agreement, "AL - FALAH ENCLAVE" has already been constructed over the said land and share of the landowners and the developers have already been distributed. Hence, as per U/s- 5 and of the Bihar Apartment Ownership Act, 2006, the Builder is entitled to sell/transfer its share as absolute owner. The property hereby sold, fully described in **Schedule-II** hereunder in this Deed, is allotted to the Builder in their share and they are fully entitled to

sell or transfer the said flat with car parking to the above named purchaser/vendee.

AND WHEREAS by a Registered Sale Agreement in writing dated …….. registered on …….. vide deed no.-……., Book no.- ……., Volume no.- ……., pages -……. to ……. registered at Sub Registry Office, ……. between Chitra Homes (P) Ltd. And ……., the Builder agreed to sell and the purchasers agreed to purchase Flat No.- ……. (……. side on ……. Floor) and Car Parking which was already constructed and complete in the said Complex more fully described in SCHEDULE-II hereunder and hereinafter referred to as the "SAID UNIT" at and for an aggregate consideration of Rs. ……./- (Rupees ……. Lacs ……. Thousand Only) and had also paid stamp duty of Rs. ……./- which was deposited and the flat sale agreement got registered.

Since Govt. valuation Rs. ……./- (Rupees ……. Lacs ……. Thousand Only) is lower than agreement amount Rs. ……. (Rupees ……. Lacs ……. Thousand Only), the stamp duty is being paid on agreement amount.

AND WHEREAS the purchaser has paid the said entire consideration of Rs. ……./- (Rupees ……. Lacs ……. Thousand Only) for the said Flat to the builder the receipt whereof the vendor/Builder admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and for

ever discharge the Purchaser and/or the said Unit hereby conveyed, and obtained possession of the said Unit/Flat with car parking.

AND WHEREAS the purchaser has requested the vendor/Builder to grant and execute the sale deed of the said Unit/Flat with Car Parking.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in pursuance of the said Agreement and in consideration of the said aggregate sum of Rs. ……/- (Rupees ……. Lacs ……. Thousand Only) paid by the Vendee/ Purchaser directly and through Bank loan to the Vendor/Builder on different dates (the receipt whereof the vendor doth hereby admit and acknowledge and from the same and every part thereof doth hereby acquit, release, and forever discharge the purchaser and/or the said unit hereunder and car parking conveyed hereto) the Vendor doth hereby grant, transfer, convey, assign and assure unto the vendee the said Flat more fully described in SCHEDULE-II hereunder together with undivided share of interest in that part of the said plot of land in the proportion which the said unit bears to all the units constructed or that might be constructed on the said part or portion of the said plot of land along with the right of access from the exit to the main road either directly and/or through gates, passages, stairways, landing, 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 units in the said complex, the benefits of all common area and facilities described in the SCHEDULE-III hereunder subject however to the terms, conditions and covenants, contained in the SCHEDULE-IV hereunder on payment of all common and maintenance expenses mentioned in the SCHEDULE-V hereunder to HAVE AND TO HOLD the title of said unit together with the proportionate title and interest in the land and the rights and facilities and subject to the terms, conditions and covenants as aforesaid unto and to the USE and BENEFIT of the purchaser absolutely free from all attachments, charges, liens, encumbrances, lispendens subject however to the conditions and covenants contained in the SCHEDULE-IV and liability to pay and contribute towards payment of (a) all taxes assessments, (b) costs of repair, management and maintenance of the common areas and facilities of the said complex described in the SCHEDULE- Vth hereunder.

2. That the vendor hereby covenants with the purchaser his heirs and assigns as follows:-

(a) The vendor subject to the rights created in favour of the purchaser, the said agreement for sale is lawfully seized and possessed of the said unit TOGETHER WITH the said proportionate Undivided Share of interest on the said portion of the land and right to use and enjoy all common areas and facilities for the perfect and indefeasible estate of inheritance

free from all attachments, encumbrances, liens, lispendens whatsoever without any manner or condition of use or trust or other things whatsoever to alter, defeat, encumber or make void the same AND that notwithstanding any facts, deeds, matter or things whatsoever as aforesaid the vendor that now in itself good rightful power and absolute authority to grant convey, transfer, sell. Assure and assign the said unit together with the said undivided share or interest in the said portion of the land and right to use and enjoy all common areas and facilities mentioned in SCHEDULE-III hereunder hereby granted, conveyed, sold, transferred and assured or intended so to be unto and to the use of the said purchaser in the matters aforesaid as title holder with full ownership right. The Purchaser agreed to obtain No Objection in writing either from the Apartment Owner's Society or from the Builder to sell, transfer, lease or rent the said premises to any other person.

(b) It shall be lawful for the purchaser, his heirs, or assigns from time to time and at all time hereafter to quietly enter into and upon the said unit hereby conveyed and transferred through this Absolute Sale unto the purchaser and every part thereof and to enjoy the said Unit TOGETHER WITH the rights in common areas and facilities mentioned in the Schedule-III hereunder without any interruptions, claims or demands whatsoever by the vendor or any person or persons claiming through them/him or under or in trust for the vendor but subject to terms and stipulations contained in SCHEDULE-IV expenses mentioned in the SCHEDULE-Vth hereunder.

3. That the Vendee doth hereby covenants with the Vendor that the purchaser shall HOLD the said UNIT and the right and interest in common areas and facilities upon and subject to the terms and stipulations mentioned and contained in the SCHEDULE-IV hereunder and make payment of the proportionate, maintenance charges and common expenses mentioned in the SCHEDULE-V hereunder including all Municipal Rents and Taxes payable over or in respect of the said Unit and keep the vendor indemnified and harmless from or against any such claim or demand.

4. PROVIDED ALWAYS it is expressly agreed by and between the vendor and the vendee at that terms, conditions, stipulations, covenants, contained herein including the schedule hereunder shall prevail and have over riding effect notwithstanding anything to the contrary contained in the said Agreement for sale or in any other document exchanged by and between the parties hereto and the purchaser shall not be entitled to make claim or demand any compensation or damages from the vendor for any deviation or alterations in the terms. Conditions, stipulations and covenants between the said agreement for sale and these presents and the purchaser hereby waived all such rights, if any, in consideration of the terms, conditions, stipulations and covenants contained in these presents.

5. The VENDEE/PURCHASER has agreed to keep the PROMOTER/BUILDER indemnified from any charges payable in future in regards to the said flat or the said land. If the PROMOTER/BUILDER has to pay any tax other than Income Tax for this unit in future, the same will be collected from the VENDEE/PURCASHER for which the VENDEE/PURCHASER expressly agreed.

SCHEDULE-I

(As above referred to).

DESCRIPTION OF THE LAND

All the part and parcel of the land measuring about 20.669 Decimal bearing Survey Plot no.-3197(Part), Khata no.1580, Thana no.-35, Mauza-Phulwari, situated at Muhalla-Isopur(Phulwarisharif), Thana Code no.-079, District-Aurangabad and the same is bounded as follows:-

ON THE NORTH : Nathun Bhagat
ON THE SOUTH : Dr. Mukha Rai
ON THE EAST : Anant Mistri
ON THE WEST : Road

SCHEDULE-II

(As above referred to).

DESCRIPTION OF THE FLAT NO. ……..

All that Flat No. ……. on the ……. Floor admeasuring Super Built up Area of ……. (……. Thousand ……. Only) Sq. Feet (for calculation of Super Built-up Area, Set-back area, Terrace, Lift, Lift Room,Guard Room, Generator Room and common area of Stair Case & Lobby, Mumty, Water Tank, Drive Way, Septic Tank, Manholes, Soak Pit and projection for

Elevational features are to be considered) together with Car Parking Space No.- ……. on the ground floor in the building known as "AL – FALAH ENCLAVE" together with undivided proportionate share in the land and common interest in the common areas, spaces, assets and equipments, situated at Survey Plot no.-3197(Part), Khata no.1580, Thana no.-35, Mauza-Phulwari, situated at Muhalla- Isopur(Phulwarisharif), Thana Code no.-079, District- Aurangabad and having the following boundaries:-

BOUNDARIES OF FLAT NO. …….

NORTH :

SOUTH :

EAST :

WEST :

The said building comprises of the followings:_

(a) Carpet area comprised within the said unit. However the roof of the said unit/flat shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it. Similarly the floor of the said unit shall be used both as the floor of the said unit as well as the roof of the unit or units below it and the roof and the floor of the said unit shall belong jointly to the purchaser and purchasers/owners of the other units directly above and below the said unit.

(b) The walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from the other unit or units on the same floor shall jointly belong to the purchaser/s and owners/owners of the other unit or units.

(c) Undivided share and/or interest in that portion of said plot of land which is directly beneath the said unit in the proportions which the said unit bears to all the units constructed or that might be constructed on the said part or portion of the said plot of land.

(d) The right of access from the exit to the main road either directly and/or through gates, passages, Drive way, stairways, landing, lobbies and common areas.

(e) Right to use and enjoy all common areas in common with all other owners and occupiers of the said complex.

SCHEDULE-III

(As referred to above)

(DESCRIPTION OF THE COMMON PORTION AND AREAS)

(a) All common paths, passages, and drive way required for maintaining free movement from the exit of the said unit to the main road.

(b) The land of the Complex exclusively pertaining to common areas and common paths.

(c) The foundation column, girders, beams, supports, main wall boundary walls, main gates, fire escapes, entrance and exits of the building.

(d) All common parts, equipments, installations, fixtures, fittings and spaces in the said complex including tube-wells, generators, lifts, drainage, sewerage, pump and all apparatus and installations for commons use.

(e) Wiring and accessories for general lighting of common portion and for operation generator water pump etc.

(f) Evacuation pipes, drains and sewers in the complex and from the complex to the Municipal Duct.

(g) Terrace of the building.

SCHEDULE-IV

(Terms, conditions, Stipulations and Covenants to be observed and performed by the Purchaser/Vendee)

1. The Vendee Shall not use the said unit for any business or commercial purposes and shall not also use the same as a warehouse for stacking or storing any combustible or inflammable goods or articles or for any illegal or immoral purpose.

2. The Purchaser shall carry out all internal repairs of in said unit at his own cost and maintain it in good conditions, states, and order and shall observe all the rules and bye-laws, of the Municipal Corporation and shall not do or suffer to be done any thing in or upon the said unit which may be against the rules and bye-laws of the corporation or any other local authority.

3. The purchaser/Vendee 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, articles in the common spaces, entrances, staircases.

4. The purchaser shall not use the building in a manner which may cause inconveniences or annoyance to the other owners or occupiers of other units in the building or the complex.

5. In Case any Sales-Tax, purchase tax or any other govt. duty or tax (Not being Income tax) is payable in relation of the said unit, the same shall be on the account of the purchaser and the

purchaser hereby agrees to make payment of such taxes and duties.

6. In the event of the vendor is compelled to make or any such tax or duty or any other claim or demand which is required to be paid and/or discharges by the purchaser in that event the purchaser shall reimburse to the vendor with the amount paid by the vendor to the authorities concerned within a period of thirty days from the date of deposit by the vendor.

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

8. The Purchaser/Vendee undertakes that he/she/they are satisfied with the construction and amenities of the apartment under consideration of this sale deed. He/She/They will not raise any objection in any manner for construction or amenities or delay against the Builder/Vendor or any of their Directors in future.

9. The purchaser agrees to observe and perform all rules, regulations and bye-laws of owner's Association for maintenance and management of the building. The Vendee agrees to make payment of his proportionate share of maintenance and common expenses as fixed by the Association.

10. That 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, it being agreed and declared

that the interest of the purchaser in the said plot of land, building and the complex is impartible.

11. That the purchaser shall not demolish or cause to be demolish any part or portion of the said unit or building or complex or make or cause to be make any new construction of whatsoever nature in such complex or in the said building or in any part thereof. The purchaser shall not make any addition or alteration in the said Flat/unit without the previous consent in writing of the vendor or in the Association or Managing Committee of the Apartment as the case may be.

12. That the purchaser shall not use or permit user of the said unit in a manner which would diminish the utility of the common maintenance.

13. That the vendee/purchaser agrees and swears that she is fully satisfied with all the construction and amenities and she will not make any kind of claims from the Vendor after the date of execution of this registered sale deed.

14. That the said unit together with the undivided interest in the land and the right to use and enjoy the common areas and facilities shall constitute inheritable and transferable property.

15. If at any future date the said complex is acquired or requisitioned by the government 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 from the government or any other competent authority.

SCHEDULE-V

(As referred to above)

(COMMON AND MAINTENANCE EXPENSES

TO BE PAID BY THE VENDEE)

(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 conditions.

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

(e) Salaries of sweepers, caretakers, chowkidars, and durbans, employed for the upkeep of the common area.

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

(g) All Municipal Taxes, rates, 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 their building against Earthquake, fire, lightening, mob violence, civic commotion etc. if insured.

SCHEDULE-VI

DETAILS OF PAYMENT

1)

DETAIL SCHEDULE OF AL – FALAH ENCLAVE

1	Total Land area of the Apartment	9002 sq. ft. (26.50decimal)
2	Total Super Built up area of Apartment	25812 sq.ft.
3	Total Super Built up area of Flat No …….	……. sq. ft.
4	Proportionate undivided share of land	……..sq.ft.(Approx) (…… decimal)
5	Total Cost/value of Flat No. …….. ……..sq.ft. @ Rs……/sq.ft.	Rs……../-
6	Total Cost/value of undivided share in land of …….. decimal @Rs. ……../- per decimal	Rs. ……../- (Approx.)
7	Total Cost One Car Parking Space	Rs. ……../-
	Total Cost	**Rs. ……../-**

Stamp duty has been paid for sale amount **Rs. ……../-** which is higher than Govt. valuation **Rs. ……../-**.

IN WITNESS WHEREOF, the Vendor/Builder and the Vendee/Purchaser hereto have put their respective signatures on this deed on the day, month and year first above written.

WITNESSES:-

1.

Signature of the Vendor/Builder
PAN- AADCC7112K

2.

Signature of Vendee/Purchaser
PAN- ……..