

**FORMAT****ABSOLUTE SALE CUM DEED OF CONVEYANCE**

THIS Deed of Absolute sale cum Deed of Conveyance executed on this the ..... day of ....., 20..... (Two thousand and twenty .....);

**BY**

**M/s. Medha Buildcon**, a Proprietorship firm vide having its Registration Mark and Number-P. T./TBSE\_REG/2023/02951, having its office at Unit No.-Gr. 1A, Shambhawi Enclave, Bhootnath Aamnath Mandir Road, , Opposite Janta Flat, P.O.:- B. H. Colony, P.S.-Agamkuan, Town & District-Patna, Bihar, Pin-800026, **(PAN-ABXPK3172F)** represented by its authorized Signatory/Proprietor **SRI AJIT KUMAR (Aadhar No. 9032 4102 8258)**, Nationality Indian, hereinafter called the Promoter/ Builder/Developer/ Vendor of the (which expression shall, unless repugnant to the subject or context, mean and include its executors, administrators, representatives, successors and assigns) of the FIRST PART.

PAN- ..... Aadhar No.....

Mobile No-.....

**IN FAVOUR OF**

**MR. ....**, son of Sri. ...., resident of -  
-----, Bihar, Nationality Indians,  
which hereinafter referred to as the Purchaser/Vendee of the SECOND PART.  
PAN-..... Aadhar No.....  
Mobile No. ....

WHEREAS, the Promoter **M/s. Medha Buildcon**, a Proprietorship firm vide having its Registration Mark and Number-P. T./TBSE\_REG/2023/02951, having its office at Unit No.-Gr. 1A, Shambhawi Enclave, Bhootnath Aamnath Mandir Road, Opposite Janta Flat, P.O.:- B. H. Colony, P.S.-Agamkuan, Town & District-Patna, Bihar, Pin-800026, Bihar become the Developer of the property to frame and launched a scheme to achieve the object the land lords ..... and entered into a registered Development Agreement/s, which is registered in the office of the Sub Registration Office on 23-03-2023 and details are as under:



A. The Landowner **Smt. Sita Singh (PAN:FLCPS0977J, Aadhar No.6669 0106 6905, Mob.No.9973920999), Wife of Shri Shubhash Prasad Singh**, Resident of Mohalla "D" Block, Nala Road, Kadamkuan, P.O. & P.S.-Kadamkuan, Town & District Patna, entered into a **Joint Development Agreement** with the Developer/Promoter, **M/s. Medha Buildcon**, vide Deed No.4273 dated **23.03.2023**, the land through a Deed which is Registered Deed of Absolute Sale Dated 18-10-2014, vide Deed No.7143, Book No.1, Volume No.-138 on Pages from 405 to 416, C.D. No.-22/Year 2014, Serial No.7237 and Token No.7299/Year 2014, registered at Sub Registry Office- Phulwari Sharif in the State of Bihar from Mr. Sumesh Sinha, Son of Late Rajeshwar Prasad Sinha, resident of Dariyapur, P.O.- Mittanchak, P.S.- Parsa Bazar, District-Patna in the State of Bihar. After the purchase and registry of the said property, Land Owner came in exclusive, physical and peaceful possession of the said property, and had been coming in possession as absolute Owner over the said land and said Land Owner got mutated her name in Register-II in the office of Circle Officer, Sampatchak (Bihar), Halka-Bhelwara Dariyapur in respect of said property and paying taxes under receipts as absolute Owner and hereinafter referred to as the "SCHEDULE PROPERTY", is owned by the Land Owner.

AND WHEREAS, the project is registered from Real Estate Regulatory Authority, Bihar bearing registration no.-..... dated **...../...../2024** at Patna and with the sanction of approved map plan from Patna Municipal Corporation bearing building plan approval dated **.../.../2024** vide **Building Plan Case No.....**, which was prepared by Architect **.....**, P.M.C. Empanelment No. ....

AND WHEREAS, a residential building has been constructed in **1 (One) Tower as (G+3)** having its name "**GRIH APARTMENT**", over the land and share of the land owners and developer has already been distributed. Hence u/s 5 and others of The Bihar Apartment Ownership Act. 2006 Builder/Land Owner is entitled to sale/transfer/convey his/her/their share as Absolute owner. The property hereby sold is allotted in the share of the Vendor. And now the above named vendor has full right to transfer the property etc. by way of sale to different purchaser/s on the ownership basis.

AND WHEREAS the Builder/Developer/Vendor announced and published for the sale of property described in First Schedule along with common areas



and having knowledge of the same, the Vendee contact with the Vendor and showed his intention to buy the same and offer of the vendee being the highest, reasonable and according to the prevailing market rate and also nobody is ready to pay higher than the vendee so the Vendor accepted the offer in his good health, body and sense after considering all its pros and cons for the property without any pressure, threat and coercion on an agreed consideration of **Rs...../-** (Rupees ..... ) only for the property fully described in First Schedule of this conveyance deed alongwith common areas fully described in Third Schedule.

AND WHEREAS, by an Agreement for Sale dated ....., registered in the office of the Sub Registration Office ....., in Book No. ...., Volume No. ...., C.D. No. ...., Token No.- ....., Serial No.- ....., Pages from ..... to ..... bearing Deed No. ...., in which stamp duty of ...../- have been paid.

AND WHEREAS, by an Agreement for Sale the purchaser has paid the said entire consideration of **Rs...../-** (Rupees ..... ) only for the Flat & Parking etc. (fully described in Second Schedule of this deed), the receipt whereof the vendor of the First part both hereby as well as under the Memo of consideration set out hereunder admit and acknowledge and of and from the same and every part thereof both hereby acquit, release and forever discharge the Purchaser and/or the said Flat hereunder conveyed and obtained possession of the said Flat.

AND WHEREAS, the purchaser has requested the vendor to grant and execute the conveyance of the said Flat.

**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 ..... ) only paid by the purchaser to the vendor of the First Part on different dates (the receipt whereof the Vendor/Builder both hereby as well as under the Memo of consideration set out hereunder admit and acknowledge of the same and every part thereof both hereby acquit, release and forever discharge the purchaser and/or the said Flat hereunder conveyed) the vendor both hereby grant, transfer, convey, assign and assure unto the purchaser the said Flat more fully



described in the second schedule hereunder together with undivided share of interest in that part of the said plot which is directly beneath the said Flat in the proportion which the said Flat bears to all the Flats constructed or that might be constructed on the said part or portion of the said plot of land alongwith 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 Flats in the said complex the benefits of all common areas and facilities described in the Third Schedule hereunder subject however to the terms, conditions and covenants contained in the Fourth Schedule hereunder on payment of all common and maintenance expenses mentioned in the Fifth Schedule hereunder TO HAVE AND TO HOLD the said Flat together with the proportionate 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, encumbrances, liens, lispens subject however to the conditions and covenants contained in the Fourth Schedule 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 Fifth Schedule hereunder.

2. The vendor hereby covenants with the purchaser his/her heirs and assignees as follows :-

(a) The vendor hereby transfer his rights in favour of the purchaser by the said Sale Deed as the vendor is lawfully seized and possessed of the said Flat TOGETHER WITH the proportionate undivided share of interest on the portion of the land and right to use and enjoy all common areas and facilities for the perfect and indefeasible estate of inheritance in free, simple in possession or an estate equivalent thereto free from all attachments, encumbrances, liens, lispens whatsoever without any manner or condition of use or trust or other thing whatsoever to alter, defeat, encumber or make void the same AND that notwithstanding any act, deed, matter or thing 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



Flat 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 the Third Schedule hereunder hereby granted, conveyed, sold, transferred and assured or intended so to be unto and to the use of the said purchaser in the matter aforesaid.

(b) It shall be lawful for the purchaser, his/her heirs or assignees from time to time and at all times hereafter to quietly enter into and upon the said Flat hereby conveyed and transferred unto the purchaser and every part thereof and to enjoy the said Flat TOGETHER WITH the rights in common areas and facilities mentioned in the Third Schedule hereunder without any interruption claim or demand whatsoever by the vendor or any person or persons claiming through them or under or in trust for the vendor but subject to terms and stipulations contained in Fourth Schedule hereunder and on payment of proportionate common expenses mentioned in the Fifth Schedule hereunder.

(c) The said Flat is free from all attachments, encumbrances, liens, trusts and lispendens and freely, clearly and absolutely acquired, exonerated and released or otherwise by and at the cost and expenses of the vendor well and sufficiently indemnified of from and against all or any manner of claims, demands, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the vendor or any person lawfully or equitably claiming as aforesaid.

(d) The vendor and every person or persons having lawfully claiming and estate right, title and interest unto or upon the said Flat hereby so conveyed and transferred unto the purchaser or any part thereof under or in trust for the vendor and at all times hereafter upon every reasonable request and cost of the purchaser make do acknowledge, execute, perfect all such further and other lawful and reasonable deeds, assurances, matters and things whatsoever for further and better and more perfectly assuring the said Flat unto the purchaser in manner aforesaid as may be reasonable required.

3. The purchaser both hereby covenants with the vendor that the purchaser shall hold the said Flat and the right and interest in common areas and facilities upon and subject to the terms and stipulations mentioned and



contained in the Fourth schedule hereunder and make payment of the proportionate maintenance charges and common expenses mentioned in the fifth schedule hereunder including all Municipal taxes payable over or in respect of the said Flat and keep the vendor indemnified and harmless from or against any such claim or demand.

4. PROVIDED ALWAYS it is hereby expressly agreed by and between the vendor and the purchaser at that terms, conditions, stipulations covenants contained herein including the schedules hereunder shall prevail and have overriding 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 alteration 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. That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the Patna Municipal Corporation building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land Owners and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land Owners and developer as per the above mentioned share. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

**THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO :-**

(Description of total land on which building has been constructed).

All that part and parcel of land measuring about measuring more or less **15.67** decimals equal to **6825 Sq. Ft.**, lying and situated at Mauza:-Dariyapur alias Dariyapur Khairatali, Pargana and Survey Thana:-Phulwari Sharif, at Present P.S.:-

Phulwari Sharif, District:-Patna, bearing Thana No.:108, Khata No.- 04, Cadastral Survey Plot No.:303., Tauzi No-5142, within the limit of Sub Registration office Sampatchak and jurisdiction of Sub Registry Office Phulwarisharif (Bihar) the District/Sub-Registration Office of Patna (Zamabandi No. 2366 & Page no.2454, Bgag-18. Computerized Zamabandi no.212140100026974), which is bounded as follows:-

**Revenue Details of land hereby sold**

1. Name of the District-
2. Name of the Revenue Anchal-
3. Name of the Revenue Halka-
4. Name of the Revenue Village-
5. Revenue Thana no. – 108
6. Name of the Revenue Thana-
7. Zamabandi No. - 2364

**BOUNDARY OF THE BUILDING/LAND:**

North :

South :

East :

West :

**Note:-** Govt. value is mentioned at **Code No.- .....** & **Zone- .....** of M.V.R. 2016-17.

**THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO :-**

(Description of the said Flat)

All that Flat no. .... having Carpet area of ..... square feet & Exclusive Balcony area ..... sq. ft., Outer wall area ..... sq.ft. Service Area ..... sq.ft. on the ..... Floor, admeasuring corresponding Super built up area ..... square feet along with reserved parking on the **Ground** Floor in the apartment named “**GRIH APARTMENT**” with proportionate share in land etc. of the said building as an undivided proportionate share, right, title and interest over the land and bounded by:-

**BOUNDARY OF THE FLAT:**

North :

South :

East :



West :

in the Residential Complex known as "**GRIH APARTMENT**", Apartment constructed on the said plots of land fully described in the First Schedule herein above referred to and comprising of the following :-

- (a) Carpet area comprised within the said Flat. However the roof of the said Flat shall be used both as the roof of the said Flat as well as the floor of the Flat or Flats constructed above it, similarly the floor of the said Flat shall be used both as the floor of the said Flat as well as the roof of the Flat or Flats below it and the roof and the floor of the said Flat shall belong jointly to the purchaser and the owners of other Flats directly above and under the said Flat.
- (b) The walls and columns, if any, within and outside the said Flat save the wall or walls separating the said Flat from other Flat or Flats on the same floor shall jointly belong to the purchaser and the owner or owners of the other Flat or Flats.
- (c) Undivided share and/or interest in that portion of the said plot of land which is directly beneath the said Flat in the proportion which the said Flat bears to all the Flats 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, stairways, landings, lobbies and common areas.
- (e) Right to use and enjoy all common areas and amenities in common with all other owners and occupiers of the said complex.

**THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO :-**

1. All costs of maintenance, operation, repairs, replacing, white-washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts including, parking space and boundary walls and that of generator, water pump, tube-well, over head water tank, water pipe line, sewerages, rain water and/or soil pipes fire fighting instruments and other common facilities etc.
2. The salaries and other expenses for all persons employed for common purposes.



3. The Insurance Premium for insuring the project building against earthquake, fire, lightening, mob-violence, civil commotion etc., if insured.

4. Expenses for supplies of common utilities and payments of all charges and/or deposits for providing the H. T. Line and/or on any other account to P.E.S.U. and other authorities and/or organization.

5. Municipal and other taxes and levies and all other outgoing save those which cannot be separately assessed or incurred in respect of any Flat.

6. Costs of establishment and operations of the Association/Co-operative Society Private Limited Company, L.L.P. relating to common purposes.

7. All other expenses and outgoings as per deemed by the builder/Association/ Co-operative Society/ Private Limited Company to be necessary or incidental for replacement, renovation, painting and/or periodic repainting or repairing of the common parts.

**THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO:-**

(a) Each Flat is a separate residential Flat which is transferable and heritable as such, but it shall not be partitioned or subdivided for any purpose whatsoever.

(b) Each Flat owner, present or in future shall be entitled to an undivided interest in the common areas, land and facilities in the percentage expressed in the declaration to such Apartment.

(c) The common areas and facilities general and restricted shall remain undivided and no owner shall initiate any action for partition or division thereof so long as the property shall remain submitted to the provisions of the Bihar Apartment ownership Act, 2006.

(d) The percentage of the undivided interest in the general or restricted common areas and facilities, as expressed in the declaration, shall not be altered except with the consent of all the Flat owners expressed in an amended declaration duly executed and registered as provided in the said act.

(e) During the period the property remains subject to the said act, no encumbrance of any nature shall be created against the property, though such encumbrance may be created only against each flat and the percentage of undivided interest in the common areas and facilities appurtenant to such flat



in the same manner as in relation to any other separate parcel of property subject to individual ownership.

(f) The percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance or other instruments.

(g) No flat owner shall do anything which would be prejudicial to the soundness and safety of the property or reduce the value thereof or impair any easement or hereditament or shall add any material structure or execute any addition basement or cellar.

(h) Flat owner shall sell, transfer or rent out his/her apartment for residential purpose only.

(i) For the purpose of effective administration of the property and for due maintenance, repair and replacement of the common areas and facilities, the flat owner, shall strictly comply with the provisions of the said Act and the bye-laws made thereunder and shall pay their share of common expenses, as assessed by the association of apartment owners and on failure to comply with any such requirement shall be a proper ground for action for damages or for other relief or reliefs at the instances of the manager on behalf of association of apartment owners or in proper case by the association of Apartment owners.

**THE FIFTH SCHEDULE HEREIN ABOVE REFERRED TO :-**

(Common and Maintenance Expenses to be paid by the purchaser)

- (a) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, and 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 boundary walls of the building in proper repairs and water in 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, Chowkidars 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 of their share for insuring the building against Earth quake, fire, lightening, mob violence, civil commotion if insured.

**Mode of Payment**

Date	Ch./DD No.	Name of the Bank	Amount
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Total ...../-

**DETAILED SCHEDULE OF CALCULATION CHART OF "KASHYAP  
GREEN CITY PHASE-2"**

- |   |  |              |
|---|--|--------------|
| 1.  | Total land of the building                     | ..... sq.ft. |
| 2.  | Total constructed area of the building         | ..... sq.ft. |
| 3.  | Super built up area of the Flat                | ..... sq.ft. |
| 4.  | Carpet area of the Flat<br>(excluding balcony) | ..... sq.ft. |
|   |  |              |
| (i) Super built-up area of the Flat           |  |              |
|   | (..... sq.ft.) Rs. ....                        | ...../-      |
| (ii) Proportionate share in land ..... sq.ft. |  |              |
|   | (..... Dec.) Rs. ....                          | ...../-      |
| 5.  | Total Value of Car Parking Space               | ...../-      |
|   | Total Sale value of .....                      | ...../-      |
|   | Total Govt. value of .....                     | ...../-      |



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

**Witnesses :-**

1.

Signature of the Vendor/Developer

Signature of the Vendee

2.