(Absolute Sale-Flat)

THIS INDENTURE by way of Absolute Sale Deed is executed on …….. day of …….Month-----Year.

Shree Ganesh Devclopers
Sumita Santwa
Partner

SHREE GANESH DEVELOPERS, a partnership firm, having its office at Rai Bahadur Sukhraj Rai Path, Tilkamanjhi, Bhagalpur, through its duly **authorized partner SMT. SUNITA SANTHALIA** wife of Sri Ratan Kumar Santhalia, by faith Hindu (Agrahari Vaisya,) by occupation Business and housewife, resident of Mohalla- Sujaganj, Marwari Tola Lane, P.s- Kotwali, Town and District of Bhagalpur, PIN 812001, Nationality Indian, hereinafter called the Developer/Builder/ Vendor (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- ACCFS4525J.

Mobile- 9431215836.

RERA REGISTRATION NO----------

IN FAVOUR OF:-

----------**D/o, S/o**----------Age --------years Mobile No----------,Aadhaar----------, PAN- ----------,At----------, ----------hereinafter referred to as the **VENDEE/BUYER/ PURCHASER** (which terms and expressions shall unless it be repugnant to the context or meaning thereof mean and include his/her/their heirs, executors, legal representatives, administrators, successors in the office and assigns) of the **SECOND PART**.

WHEREAS, the aforesaid vendor is builder and its main object is to buy, sell, develop and deal in land and building including commercial and residential apartments and to carry on business of building contractors for all types of construction for its respective buyers.

AND WHEREAS, the said partnership firm and its partner owned, seized and possessed the vast homested landed property, measuring an area of total 9003 sq. feet Or Say 20.6702 dismal out of 8991.49 sqft at Dr.Rajendra Prasad Road, within Bhagalpur Municipal Corporation, bearing holding no. 186A+B+C+D/A old BMC2011-14040689 new of Present ward no. 20, having its Khata No. 497, Khesra No. 630(K) (Kha) & (Ga), Anchal-Jagdishpur, Sadar, Halka-Nagar Nigam-1,Mouza-Khalifabagh (Maskchak)Ward-7,Thana No.7,Town & District Bhagalpur, which was acquired on purchases, by virtue of registered sale deeds

Shree Ganesh Developers

Sunita Santhalia

Partner

no. 4577 dated-20.03.2013,Deed No.8917,8918 Dated-20.05.2013 and Deed No.7348 Dated -10.05.2023 of Bhagalpur registry office, Bhagalpur, in the names of the partnership firm M/s Shree Ganesh Developers and the said land in the above said partnership business and the firm and since then the Owner/Builder/Vendor herein is coming in possession as rightful owner and accordingly mutated PARTNERSHIP FIRM Shree Ganesh Developers names in the AnchalSerista Vide Jamabandi no.1888,1889,1890,2053 & online Jamabandi No.192134300182129, and paying rent to the State of Bihar, through Circle Office, JagdishpurSadar as well as in the records of Bhagalpur Municipal Corporation.

That the First Party in the year 2012 registered architect has sanctioned map on the said land to construct the building but in the year 2015 a Title Suit has been filed on the said land Title Suit No.188/15 due to title suit the building has not been completed. The decision of the title suit 188/15 has been obtained on dated 02.11.2023.

AND WHEREAS, First Party the Builder has constructed a Residential/Comeercial Building in the aforesaid land in the name and style of **"Infinity Square"** on the said land which has been approved By Office Of Bhagalpur Municipal Corporation, Bhagalpur has granted the commencement certificate to develop the Project vide approval No.92/BMC/MAP/2024-25 dated 24/09/2022.

AND WHEREAS,according to the provisions of the Bihar Apartment Ownership Act 2006 vide section 5(2) and further clauses of Development Agreement the builder is entitled to Sell/Transfer his share as the Absolute owner and the Land Owners have no concern for the same.

AND WHEREAS, the Vendor and vendee have entered into an Agreement for sale and purchase of flat of the vendor for a consideration of **Rs.** ----------as full and final consideration amount for **Flat /Shop/Office----------,** alongwith ---------- space and super built up area of ———sq.ft——sq.ftbuilt-up +common built-———sq.ft)including undivided land areaof the purchaser will be ----------sq.ft asper calculation along with right of use of common area like staircase, corridors, passages ways, water tank, generator, electrical connection, proportionate undivided

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Sunita Sartwa

Partner

share in land and other facilities and public utility whatsoever required for the said flat.

AND NOW THEREFORE THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:-

That whatsoever the said Vendor has got in the property sold, conveyed and transferred hereby, hence forth shall from the execution of this Deed vests entirely, absolutely and forever in the Vendee, and the said Vendee have 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 Second and Third Schedule described at the foot of this Sale Deed.

That the Vendee has agreed to be a member of the society, if any framed jointly by the Builder/Vendor and the members of Apartment for the administration and maintenance of Apartment and its common area and facilities of the said Apartment and further agrees to sign and execute all papers, documents and applications, by laws, rules and regulations as may be necessary or required for formation and/or registration of such society and further agrees to abide with the rules and the regulations and bye-laws of such society/ maintenance committee to be framed by either Developer or the members of the said apartment.

That the Vendee has agreed to keep the said flat in good, substantial repair and condition so as to support and protect the other parts of the said building. The Vendee shall regularly and punctually contribute and pay month to month and every month the proportionate share of the costs, expenses and outgoings including the maintenance and service charges and proportionate taxes, duties or taxes imposed by Govt. or as fixed bythe society/ maintenance committee of said Building from time to time. The Vendee shall keep all sewers, drains, pipes, passages, stairs, main entrance of the said Flat in good condition.

That the Vendee 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 or in any other built up area/portion of the said apartment nor shall the Vendee be entitled to cause or make any changes in any common area of the complex. However, the Vendee shall be entitled with the prior permission of society or the managing committee of the complex as the case may be, to make minor

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Sunita Sarthra

Partner

changes or alteration in the interior portion of the flat which do not affect the comfort, enjoyment of convenience of other occupants of the apartment.

That the vendee shall not at any time demolish, damage its space or any portion of the said apartment and also shall not make any addition and/or alteration of whatsoever nature to its space or any portion of the said project. . That the purchaser shall at no time demand partition of his interest in the said plot of land or the said building or 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.

That the purchaser shall pay to the Managing Committee the proportionate share f water taxes, maintenance charges and Municipal taxes and shall pay other taxes assessed on the whole building so long as each unit in the said building shall not separately assessed.

That the vendee shall secure mutation of his/her/their names over the unit and super built up area in the Office of the State of Bihar or in any such office or department, wherever it is so required, at his/her/their own cost and shall pay and deposit the proportionate rent whereof on the valuation imposed or levied by the Authority concerned.

That the Vendor does hereby stipulate, agree, covenant and assure the said Vendee that the property sold, conveyed and transferred hereby to him/her/them is free from all encumbrance and defects of title, and in case of this assurance of the Vendor is found incorrect and the title to the property hereby sold, conveyed and transferred be found defective in any manner the vendor does hereby further stipulate and agree to save harmless and keep the vendee indemnified against all losses, damages, costs and expenses besides interest which the said Vendee may sustain by reason any claim or demand being made by any who so ever he may be to the property sold, conveyed and transferred hereby.

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

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Sunita Sarda

Partner

That it is agreed upon and specifically stated that wherever the words **"VENDOR"** and the word **"VENDEE"** have herein used shall give fullest meaning and widest scope of their heirs, successors, administrators or assigns.

That if a buyer does any finishing / furnishing work in his flat/apartment on his own labor engineer , then he will have to take permission in writing from the builder/society.

In above case any technical default rising by the allot-ties the developer is not responsible for any default like plumbing / **seepage**/ electric etc.

SCHEDULE- I above referred to:-

(Entire Area of the Building over which **"INFINITY SQUARE"** has been constructed) of total 9003 sq. feet Or Say 20.6702 dismal out of 8991.49 sqft at Dr.Rajendra Prasad Road, within Bhagalpur Municipal Corporation, bearing holding no. 186A+B+C+D/A old BMC2011-14040689 new of Present ward no. 20, having its Khata No. 497, Khesra No. 630(K) (Kha) & (Ga), Anchal-Jagdishpur, Sadar, Halka-Nagar Nigam-1,Mouza-Khalifabagh(Maskchak)Ward-7,Thana No.7,Town & District Bhagalpur,(part)and the same is bounded as follows:-**BOUNDARY**

North: - Dr Rajendra Prasad road

South: - Atul Dhandhania & Others

East: - Kishor Pustak Bhandar

West: - Dhunni Lal Bhuwania & Others

SCHEDULE- II above referred to:-

(Which will be the exclusive property of the purchaser)

All that piece and parcel of residential Flat/Shop/Office on---------- , in **"Infinity Square",** bearing **Flat/Shop/OfficeNo.** ------- Measuring Super Built up **area** ---------Sq.ft. along with **One reserve car parking space,** and Proportionate land share ------- **sq. ft. =** -------- **Decimal** which shall be aggregate of proportionate share in common space in the building as per

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Sumita Sarkar
Partner

calculation of sale for registry office like staircase on all the floors, lift-Landing and open duct on all the floors, lift wall and its plant installation room, Electrical room, common meter room,community hall, play area, gym common passage on each floor and entrance lobby, drive way, common parking and open space on the ground floor, Genset room etc. as well as water pump, water tanks, transformer, electrical substation room and other amenities in the building etc. is bounded as follows:-

BOUNDARY

North:- ----------

South:- ----------

East:- ----------

West:- ----------

Details schedule of "INFINITY SQUARE"Dr.Rajendra Prasad Road Mouza-Mouza-Khalifabagh(Maskchak)Ward-7,Thana No.7,Anchal – Jagdishpur, PS –Kotwali, District –Bhagalpur, **Floor- ----------, Flat No – --------,IInd Residential, Deluxe Construction.(B1+B2+G+4)**

1. Total Land Area of the Apartment:- 8991.49 Sq ft. (According to Blue Print Map)
2. Total built up area of the Apartment- ----------sq. ft.
3. Total built-up areaof the Flat -----Sqft.+Common Built-up Area ------- Sqft.
4. Total Super built up Area of Flat sold :- ------sq.ft
5. **As per Govt. Calculation Proportionate land share for valuation purpose:-------sq.ft. x .0023 = ------ decimal**
6. Cost of Proportionate Land:- Rs----------/-

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Partner

7. Cost of Flat:- Rs. ----------/-

8. Cost of Car Parking Space 80 Sqft.:- Rs. ----------/-

Total Rs. ----------/----------**Rupees ----------**
------Only. But actual Purchase ValueRs.Rs. ----------/- Rupees -----
----------only.

IN WITNESS WHEREOF the parties have set their respective hands on this **DEED OF ABSOLUTE SALE** on the ------day, ----------month and year--------- above first written in presence witnesses below:-

WITNESSES:-

1.

SIGNATURE OF VENDOR

Shree Ganesh Developers
Sunita Santosh
Partner

2.

SIGNATURE OF THE VENDEE