PROFORMA

DEED OF ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE is made on this ..... **day of** . . . . . .

1. *NAME OF THE VENDOR:*
   M/s Aparna Architect and Associate LLP (LLPIN No-ACJ-2014), a Limited Liability Partnership incorporated under the provisions of the LLP Act, as the case may be], having its registered office at 203, 3rd floor, Hitech Arcade Building, Opp: CDA Building, Rajendra Path, Patna 800001 and its corporate office at 203, 3rd floor, Hitech Arcade Building, Opp: CDA Building, Rajendra Path, Patna 800001 (PAN: ABVFA6560D), represented by its authorized signatory Kamlesh Kumar Singh (Aadhar No- 2591 3389 6114) authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" , hereinafter referred to as "Vendor/Developer" under the project "**APRNA CITY"**, Saristabad, Patna, (the expression of which shall mean and include its legal heirs, representatives, administrators and executors etc.) of the **First Part**

2. *NAME OF THE VENDEE:*
   Mr./Mrs. . . . . . S/W/D/o..... aged about . . . . . **years**, by occupation . . . . . Permanent resident of **At** . . . . . .**PO**.....**,** **PS** . . . . . **., Dist.:** . . . . . **.,** . . . . . Pin . . . . . nationality : . . . . . ., hereinafter referred to as "Vendee/Purchaser" (the expression of which shall mean and includes his legal heirs, representatives and administrators etc.) of the **Second Part**.

3. *NATURE OF DOCUMENT:*
   DEED OF ABSOLUTE SALE

4. *CONSIDERATION AMOUNT:*
   Rs. . . . . . (Rupees ..... only)

5. *DESCRIPTION OF THE PROPERTY:*

All that right, title and interest with possession of **Flat No.** . . . . . on . . . . . **Floor** of the building namely **APARNA CITY**, having a super builtup area of . . . . . .**sq.ft**. (. . . . . square feet) and . . . reserve car parking space on ground floor together with undivided proportionate share in the land situated at out of 349.71097 Decimals (14192.5834 Sq Meter), situated at present Thana- Gardanibagh, Town and District-Patna, in the State of Bihar, bearing Thana No.- 17, Mauza - Chitkohra Plot No.- Plot No-1891 & 1892, 2036, 2036 & 2037, 2040, 1887, 1884, 1890, 1766, 1888/1765, 1890, 2035, 2038 /2040, 1767, 1892, within the limit of Patna Municipal Corporation, Patna, Sub Registration Office Patna Registration Office & District-Patna. The property outside of PRDA (now dissolved) and bounded as follows:-

Boundary of Flat No. on Floor.

North: . . . . . .
South: . . . . . .
East: . . . . . .
West: . . . . . .

RECITAL

Whereas the Land on which the above said building APARNA CITY is constructed through DA No-7425 LO Name- LAL BABU RAI Khata No-200 Plot No-1891 & 1892 Mother Deed No-4173 Land Area-15 Decimal, DA No-5246 LO Name- MANOJ KUMAR YADAV Khata No-200 Plot No-1891 & 1892 Mother Deed No-4173 Land Area-15 Decimal, DA No-5247 LO Name- AVINASH KUMAR Khata No-200 Plot No-1891 & 1892 Mother Deed No-4173 Land Area-15 Decimal, DA No-4123 LO Name- RAM BABU RAI Khata No-200 Plot No-1892 Mother Deed No-4173 Land Area-8.75 Decimal, DA No-4655 LO Name- AJAY RAI & PARWATI DEVI Khata No-146 Plot No-2036 Mother Deed No-PARTITION DEED Land Area-7 Decimal, DA No-6056 LO Name- (I) SUKHADEV RAI Khata No-128/146 Plot No-2037 & 2036 Mother Deed No-PARTITION DEED Land Area-7 Decimal, DA No-6530 LO Name-SHYAM NARAYAN RAJAK Khata No-128/146 Plot No-2037 & 2036 Mother Deed No-10165 Land Area-3.5 Decimal, DA No-11377 LO Name- KAVITA RAI Khata No-144 Plot No-2040 Mother Deed No-26146/16396 Land Area-11.71875 Decimal, DA No-

6022 LO Name- NARESH KUMAR, DINANATH PRASAD Khata No-192 Plot No-1887 Mother Deed No-26583 Land Area-6.25 Decimal, DA No-12242 LO Name- RAM VILASH RAI Khata No-197 Plot No-1884 Mother Deed No-16489 Land Area-13.10937 Decimal, DA No-12243 LO Name- RAM VILASH RAI Khata No-144 Plot No-2040 Mother Deed No-3631 Land Area-12.8906 Decimal, DA No-6531 LO Name- ASHOK KUMAR KUMR Khata No-146/128 Plot No-2037 & 2036 Mother Deed No-10166 Land Area-3.5 Decimal, DA No-6903 LO Name- ARUN KUMAR SINGH Khata No-221 Plot No-1890 Mother Deed No-10141 Land Area-3.125 Decimal, DA No-8283 LO Name- MANJULA SINHA Khata No-217 Plot No-1766 Mother Deed No-10181 Land Area-3.4375 Decimal, DA No-6902 LO Name- PRADEEP KUMAR SINGH Khata No-221 Plot No-1890 Mother Deed No-1238 Land Area-4.6875 Decimal, DA No-8284 LO Name- CHANDRASHEKHAR PRASAD Khata No-217 Plot No-1766 Mother Deed No-6637 Land Area-7.1875 Decimal, DA No-5686 LO Name- (I) RAMCHANDRA RAI (II) DINESHWAR PRASAD SINGH (III) SURESH RAI Khata No-198/199 Plot No-1888/1765 Mother Deed No-4627 Land Area-14.7735 Decimal, DA No-2976 LO Name- BHOLI RAI Khata No-221 Plot No-1890 Mother Deed No-FROM SUB JUDGE II DEGREE Land Area-85.5 Decimal, DA No-6700 LO Name- SATYENDRA KUMAR URF BIRENDRA RAI Khata No-128 Plot No- 2037 Mother Deed No-FROM KHATIYAN PARTITION Land Area-7 Decimal, DA No-544 LO Name- SARITA DEVI Khata No-161 Plot No-2035 Mother Deed No-11686 Land Area-3.4375 Decimal, DA No-2994 LO Name- MO. BALKESH DEVI Khata No-199 Plot No-1888 Mother Deed No-3543 Land Area-4.6875 Decimal, DA No-3139 LO Name- LALJI RAI Khata No-198/199 Plot No-1765/1888 Mother Deed No-PARTITION FROM KHATIYAN Land Land Area-19 Decimal, DA No-18495 LO Name- SHYAM BABU RAI, SURESH PRASAD, VINOD KUMAR, PRAMOD KUMAR, VIJAY KUMAR, UDAY KUMAR Khata No-144 Plot No-2038 /2040 Mother Deed No-PARTITION FROM KHATIYAN Land Area-44 Decimal, DA No-6908 LO Name- VINDESHWAR PRASAD Khata No-224 Plot No-1767 Mother Deed No-FROM SUB JUDGE I DEGREE Land Area-29 Decimal, DA No-180 LO Name- PRAKSH CHANDRA SINHA Khata No-200 Plot No-1892 Mother Deed No-4126 Land Area-3.125 Decimal, DA No-180 LO Name- OM PRAKASH SINGH Khata No-200 Plot No-1892 Mother Deed No-2254 Land Area-2.03125 Decimal

totally admeasuring 349.71097 Decimal situated at situated at Mohalla Saristabad, Near TVS Showroom. P.S- Gardanibagh, Distt. Patna. The property outside of PRDA (now dissolved) and bounded as follows:-

North:-

South:-

East:-

West:-

And Whereas, the Vendor / Developer have entered into a Registered Deed of Development Agreement DA No-7425 LO Name- LAL BABU RAI Khata No-200 Plot No-1891 & 1892 Mother Deed No-4173 Land Area-15 Decimal, DA No-5246 LO Name- MANOJ KUMAR YADAV Khata No-200 Plot No-1891 & 1892 Mother Deed No-4173 Land Area-15 Decimal, DA No-5247 LO Name- AVINASH KUMAR Khata No-200 Plot No-1891 & 1892 Mother Deed No-4173 Land Area-15 Decimal, DA No-4123 LO Name- RAM BABU RAI Khata No-200 Plot No-1892 Mother Deed No-4173 Land Area-8.75 Decimal, DA No-4655 LO Name- AJAY RAI & PARWATI DEVI Khata No-146 Plot No-2036 Mother Deed No-PARTITION DEED Land Area-7 Decimal, DA No-6056 LO Name- (I) SUKHADEV RAI Khata No-128/146 Plot No-2037 & 2036 Mother Deed No-PARTITION DEED Land Area-7 Decimal, DA No-6530 LO Name- SHYAM NARAYAN RAJAK Khata No-128/146 Plot No-2037 & 2036 Mother Deed No-10165 Land Area-3.5 Decimal, DA No-11377 LO Name- KAVITA RAI Khata No-144 Plot No-2040 Mother Deed No-26146/16396 Land Area-11.71875 Decimal, DA No-6022 LO Name- NARESH KUMAR, DINANATH PRASAD Khata No-192 Plot No-1887 Mother Deed No-26583 Land Area-6.25 Decimal, DA No-12242 LO Name- RAM VILASH RAI Khata No-197 Plot No-1884 Mother Deed No-16489 Land Area-13.10937 Decimal, DA No-12243 LO Name- RAM VILASH RAI Khata No-144 Plot No-2040 Mother Deed No-3631 Land Area-12.8906 Decimal, DA No-6531 LO Name- ASHOK KUMAR KUMR Khata No-146/128 Plot No-2037 & 2036 Mother Deed No-10166 Land Area-3.5 Decimal, DA No-6903 LO Name- ARUN KUMAR SINGH Khata No-221 Plot No-1890 Mother Deed No-10141 Land Area-3.125 Decimal, DA

No-8283 LO Name- MANJULA SINHA Khata No-217 Plot No-1766 Mother Deed No-10181 Land Area-3.4375 Decimal, DA No-6902 LO Name- PRADEEP KUMAR SINGH Khata No-221 Plot No-1890 Mother Deed No-1238 Land Area- 4.6875 Decimal, DA No-8284 LO Name- CHANDRASHEKHAR PRASAD Khata No-217 Plot No-1766 Mother Deed No-6637 Land Area-7.1875 Decimal, DA No-5686 LO Name- (I) RAMCHANDRA RAI (II) DINESHWAR PRASAD SINGH (III) SURESH RAI Khata No-198/199 Plot No-1888/1765 Mother Deed No-4627 Land Area-14.7735 Decimal, DA No-2976 LO Name- BHOLI RAI Khata No-221 Plot No-1890 Mother Deed No-FROM SUB JUDGE II DEGREE Land Area-85.5 Decimal, DA No-6700 LO Name- SATYENDRA KUMAR URF BIRENDRA RAI Khata No-128 Plot No- 2037 Mother Deed No-FROM KHATIYAN PARTITION Land Area-7 Decimal, DA No-544 LO Name- SARITA DEVI Khata No-161 Plot No-2035 Mother Deed No-11686 Land Area-3.4375 Decimal, DA No-2994 LO Name- MO. BALKESH DEVI Khata No-199 Plot No-1888 Mother Deed No-3543 Land Area-4.6875 Decimal, DA No-3139 LO Name- LALJI RAI Khata No-198/199 Plot No-1765/1888 Mother Deed No-PARTITION FROM KHATIYAN Land Land Area-19 Decimal, DA No-18495 LO Name- SHYAM BABU RAI, SURESH PRASAD, VINOD KUMAR, PRAMOD KUMAR, VIJAY KUMAR, UDAY KUMAR Khata No-144 Plot No-2038 /2040 Mother Deed No-PARTITION FROM KHATIYAN Land Area-44 Decimal, DA No-6908 LO Name- VINDESHWAR PRASAD Khata No-224 Plot No-1767 Mother Deed No-FROM SUB JUDGE I DEGREE Land Area-29 Decimal, DA No-180 LO Name- PRAKSH CHANDRA SINHA Khata No-200 Plot No-1892 Mother Deed No-4126 Land Area-3.125 Decimal, DA No-180 LO Name- OM PRAKASH SINGH Khata No-200 Plot No-1892 Mother Deed No-2254 Land Area-2.03125 Decimal totally admeasuring 349.71097 Decimal situated at situated at Mohalla Saristabad, Near TVS Showroom. P.S- Gardanibagh, Distt. Patna.

And whereas the Vendor / company decided to construct a multistoried residential building on the aforesaid land namely **"APARNA COMPLEX"** and whereas company got the plan approved PMC / Panchayat vide plan case no. Sampatchak-cp-01AAR/11/12/2012 dt. 11.12.2012, Regn. No. Co A/90/12804 and

MKS/CO/02/2016 dt. 27.07.2016, Regn.No.AR/43/15, COA No. CA2010/48568.

And whereas the Flat No. . . . . on .....Floor alongwith undivided proportionate share in the land and common interest in the common area, assets and equipments, more fully mentioned in column no.5 above hereby conveyed, fell in the share of the Developer / Vendor and they are fully entitled to sell and transfer the said flat in favour of the buyer/vendee.

And whereas the Vendee / Purchaser was interested to purchase the flat in question along with..... parking space on ground floor and for that, they approached the Vendor and requested them to sell the aforesaid Flat and parking space. The Vendor considered the request of the vendee and agreed to sell the flat and parking space in question to the vendee on . . . . . for a total consideration of Rs. . . . . (Rupees . . . . . only) which was subsequently registered on . . . . . vide deed no. . . . . Serial No....., token no.. . . . . book no.. . . volume no.. . . . .on pages from . . . . to . . . . , CD No.. . . . . and a stamp duty of Rs.....has been paid.

Now this deed of Absolute Sale witnesseth as follows:

1. That in pursuance of the said agreement dated . . . . . and in consideration of the aforesaid Flat No. . . . . on . . . . . Floor measuring . . . . . Sq.ft. of Super built-up area with the undivided proportionate share in the land and the common passage / space / assets in the building known as “APARNA CITY”, the Vendee has paid full consideration money of Rs. . . . . (Rupees . . . . . .) to the Vendor / Developer on or before the execution of this deed of Absolute Sale through cash / cheque / DD / Bank as details given on the last page of this deed. The Vendor / Developer in their sound body, health and mind have received the total consideration amount of the flat, the receipt of which is hereby acknowledged and confirmed by the Vendor / Developer and they relinquished their all right, title, interest with possession in favour of the Vendee / Buyer.

2. That now the vendee shall have all right, title and interest in the said property together with undivided proportionate share in the

land, which is already in possession of the vendee and he / she shall hold, have and enjoy the same without any let or obstructions, claims, demands, what comes from the Vendor / Developer or anybody claiming through them. The Vendee shall also be entitled to sell, mortage, lease or otherwise transfer the said flat no. . . . . on..... Floor to anyone with the understanding cooperation and keeping in view the harmony of the society.

3. a) That the Vendor / Developer shall bear the tax or rent of the land sold in respect of the property conveyed upto the date of this deed and the vendee shall bear the land tax or holding tax and any other tax to be imposed in future hereafter in respect of property conveyed to him.

   b) In case any Service Tax / GST or any other Govt. duty of tax (not being Income Tax) is payable in relation to the said unit or the said building ot the said complex the same shall be on the account of the vendee / buyer / buyers of the unit as the case may be. And the buyer further agrees and undertakes to keep the builder indemnified against any such claim or demand that may be made by any authority.

4. That the developer / vendor hereby agree and covenant with the buyer / vendee as follows:
   a) That the aforesaid builtup area is including of the Carpet Area of the said flat alongwith the area of walls and columns as explained herein below which shall be exclusive property of the vendee and undivided share in the common utility area in the said building like stair case, landings, tube-wells, electrical common Meter, Lift, open terrace, common passage of the same and lobby on the ground floor etc. which shall be the joint property of all the purchasers including the vendee, the developer and the land owner in the said building.

   b) That the vendee shall be entitled to get his name mutated in the record of the Patna Municipal Corporation or elsewhere in place of the vendors, wherever necessary in the office concerned.

5. That whatsoever right, title and interest of the said Vendor have

got in the property sold, conveyed and transferred hereby, henceforth shall from the execution of this Deed shall vest entirely, absolutely and forever in the interest of the Vendee, and thus the said vendee have been put in possession of the property hereby sold, conveyed and transferred to him with the description of the property given in Column No. 5 of this Deed.

6. That the Vendee shall hold, possess, occupy, use and enjoy the property sold, conveyed and transferred hereby to him as full and absolute owner in any manner according to his wishes without any hindrance, obstruction, interruption, claim or demand being made from or by the Vendor or any person or persons claiming through under the said Vendor. The Vendee shall further be entitled to use the property hereby sold, conveyed and transferred to him in any manner as the said vendee shall like either by selling, mortgaging, leasing or otherwise as the said Vendee shall consider himself proper to do so.

7. That the Vendors do hereby stipulate, agree, covenant and assure the said Vendee that the property sold, conveyed and transferred hereby to him is free from all encumbrances and defects of title and in case of this assurance the Vendor is found incorrect and if the title to the property hereby sold be found defective in any manner the Vendor do hereby further agree to keep the vendee indemnified against all loses, damages, costs and expenses besides interest which the said vendee may sustain due to any legal claim or demand being made by anyone whosoever he may be to the property sold, conveyed and transferred hereby.

8. That the vendors do hereby further stipulate, declare, assure and covenant that Vendors have 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 Vendors are prevented from conveying or assigning the said property or any portion thereof herein appearing by virtue of this deed.

9. That the vendee / purchaser shall not claim any right whatsoever in respect of any other portion of the said bulding or the said premises except the said unit sold to him.

10. That the vendee / purchaser shall pay to the Vendors proportionate share of 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 or is not separately assessed.
11. That the vendee / purchaser shall not do any act or things whereby the Vendors are prevented from selling assigning or disposing of any other portions in the said building.

12. That the vendee / purchaser shall not cause any damage to the walls and roofs of the Flat or premises in any manner and if it is found to have been done by the vendee all the loss and repair cost of such damages shall be realized from the vendee.

13. That land over which the ""APARNA CITY"" has been constructed is not being sold to the Vendee, but however in case of demolishing of said apartment or unit hereby sold to the Vendee by any reason either by natural calamities or by any other circumstances the Vendee will be entitled to have undivided proportionate share in the land over which said ""APARNA CITY"" is constructed.

14. That the purchaser will not use the unit other than that of residential purposes and shall not create any trouble, hindrance by throwing rubbish in common space or over the staircases or otherwise.

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

16. That the Vendee has agreed to keep the said Flat in good, substantial repairs 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 costs, expenses and outgoing including the maintenance and service charges and proportionate taxes and duties or taxes imposed by Govt. or as fixed by the society / maintenance committee of the said building from time to time. The Vendee shall keep all sewers, drains, pipes, passages, stairs, and main entrance of the said Flat in good condition.

17. 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 apartment as the case may be, to make minor changes or alteration in the interior portion of his flat which does not affect the comfort, enjoyment or convenience of to the other occupants of the apartment.

18. That the vendee shall not alter the outer walls / elevations so as the uniformity of the building and elevation/look remain the same. It is obligatory on the part of the vendees to paint the walls of the verandah in white colour or as decided by the Developer or the Owners Association, when formed.

19. 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.

20. That the Vendor / Developer / Builder shall always have the right to raise further stories on the roof of the apartment and to make constructions on any part of the said complex and to transfer the same to the persons desirous of owning of or taking on lease of the same on such terms and conditions as may be deemed fit and proper.

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

Schedule – I (Common Area)

1. All drive ways and open area on the said premises.
2. All exterior conduits, utility, lines underground and overheads and water tanks.
3. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
4. Care-taker rooms, lobbies, open terrace, and hall ways within the said building which are not a part of said unit.
5. Water tanks and other facilities located in the said building to serve or benefit more than one unit.
6. Conduits utility lines, telephone and electrical system contained within the said building.

ARTICLES AND DEFINITIONS

In these presents unless there is something to the subject to context in consistent there with.

1. ***Developer / Builder / Vendor*** means: "APARNA AARCHITECT AND ASSOCIATE LLP".
2. ***Land Owner*** means: Different land owner mentioned above.
3. ***Purchaser / Buyer / Vendee*** means: Sri . . . . S/W/D/o . . . . . .
4. ***Building and Complex*** shall mean: multistoried building known as **"APARNA CITY".**
5. ***Unit*** means : the constructed areas and / or spaces in the building or constructed area and all fittings and fixtures in the said space and occupied and enjoyed independently by the Vendee Flat No. . . . . on . . . . . Floor with separate identity.
6. ***Super Built-up area*** shall mean: the total covered area comprising in the said unit as certified by the Architect.
7. ***Common areas*** shall mean and include corridors, open terrace passages ways, shafts, water tank and other facilities whatsoever required for maintenance and / or management of the building.
8. ***Parking space*** mean : space on Ground Floor allotted.

Payment details of Consideration amount:

Bank NEFT / RTGS / Cheque *(received)* Rs.
Cheque / DD subject to realization.

Rs. /-

Total Rs. : Rs. /-

(Rupees: only) **==========**

IN WITNESSES whereof the above-named **Vendor** and **Vendee** have put their respective signature on this deed of absolute sale after going through the contents of this documents after full understanding the implications of the transactions on the day, month and year first in above mentioned in the presence of the below noted attesting witnesses who also signed on this deed in presence of each other.

VALUATION OF THE FLAT FOR STAMP DUTY AND COURT FEE:
VALUATION THANA CODE – …… , ZONE – ……

1. Total Land Area of the building :
2. Total Super built-up area of the building :
3. Proportionate share in land :
4. Cost of proportionate share of land : Rs.
5. Cost of . . . . **Sq.ft.** super built-up area and complete and finished **Flat No.** on ..... **Floor.** : Rs.
6. Car parking space : Rs. /-

Total Rs. : Rs. /-

(Rupees: only) **==========**

Witnesses:
1.

Signature of Vendor
PAN :

2.

Signature of Vendee
PAN :