APPROVED BY REAL ESTATE REGULATORY AUTHORITY, PATNA, BIHAR VIDE ITS REGISTRATION NO. ……..

(ABSOLUTE SALE DEED-FLAT)

1. NAME AND ADDRESS OF THE VENDOR

M/S BALPRADA BUILT PRIVATE LIMITED (CIN No. U45200BR2011PTC017708), a Company incorporated

under the Provisions of the Companies Act 1956, having its registered office at LIG -A010, Phase – 1, Ashiana Nagar, Patna – 800025 and its corporate office at 312 on Fifth Floor, Adharshila Complex, beside RBI, South Gandhi Maidan, Patna-800001, Represented by its Managing Director **Mr. Suman Kumar Singh aged about 55 Years (Aadhar – 3891 8901 1482) son of Late Hari Dayal Singh,** Occupation – Business, Nationality-Indian, hereinafter referred to as the Vendor/ Developer.

PAN: AAFCB0700N Mob. 9934847071

GSTIN: 10AAFCB0700N1Z9

2. NAME AND ADDRESS OF THE VENDEE

……. aged about …….. Years son of …….., resident of …… ……. ……., Occupation – ……., Nationality-Indian, hereinafter referred to as the Purchaser.

Aadhar – Mob.

PAN:

3. NATURE OF THE DOCUMENT

DEED OF ABSOLUTE SALE

4. CONSIDERATION AMOUNT

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

5. DESCRIPTION OF THE PROPERTY HEREBY CONVEYED

ALL THAT, One Flat bearing No. ……. on …… Floor (…….BHK Unit), having ……. Bed Rooms, ……. Toilets cum Bathrooms, One Kitchen, One Drawing cum Dining Space, Balconies and One Car Parking Space in Basement for Flat No. ……. in the building named **as "HARI NAGAR PREMIUM SOCIETY",** constructed/built by **M/S BALPRADA BUILT PRIVATE LIMITED**, with all kinds of its easements, claims, right, title, interest, and articles

thereon and therein, measuring **Super Built-up Area of Flat ……. Sq. Ft. approx in which Carpet Area …… Sq. Ft. Plus Common Area …….. Sq. Ft.,** situated at Mauza Bhusaula Danapur of Phulwari Sharif Circle, P.S.- Phulwari Sharif, District Patna, within the Jurisdiction of Sub Registry Office Phulwari Sharif & Sadar Registry Office Patna, under revenue Thana No. 40, Cadestral Survey Plot Nos. 48, 49, 50, 51, 53, 55, 56, 57, 58, 59, 60, 89, 90, 91 and 92, Khata Nos. 30, 45, 40, 21, 306, 331, 402, 295 and 14, **vide its Jamabandi Nos. …….. & Others, Govt. Valuation List Serial No. 092, Zone-02,** within the limit of under Patna Metropolitan Area Authority, the said flat shall be aggregate on the following :-

a) Area comprised within the said Flat.

b) Area of the walls and columns, if any within and outside the said Flat, save 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) Proportionate share in the common space in the building like staircase on all the floors, lift landing on all the floors and its plant installation room, electrical room, common meter room, common passage on each floor and entrance lobby on the ground floor, Generator room provided etc., as well as water pump, water tanks, common bathrooms, are taken into account of the said Flat, and the same is bounded as follows :-

BOUNDARY OF THE FLAT NO. ……..

NORTH :

SOUTH :

EAST :

WEST :

Bihar Government Survey Village and District have to mention in the Sale Deed which runs hereunder:-

District - Patna

Revenue Circle - Phulwari Sharif
Revenue Halka - Bhusaula Danapur
Revenue Village - Bhusaula Danapur
Revenue Thana No.- 40

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....., AT PATNA.

BETWEEN

M/S BALPRADA BUILT PRIVATE LIMITED represented by its Managing Director **Mr. Suman Kumar Singh**, as fully described in column No. 1, of this deed, hereinafter referred as the Vendor/Developer which expression shall unless excluded by or repugnant to the context mean and include his/its executors, administrators, representatives, and assignees in interest of the FIRST PART.

AND

…….., as fully described in column No. 2, of this deed, hereinafter referred as the Vendee which expression shall unless excluded by or repugnant to the context mean and include his heirs, successors, and assignees in interest of the SECOND PART.

RECITALS

WHEREAS, the vendor/ Developer/ owner has agreement several piece of plots from their title holders for development of **"HARI NAGAR PREMIUM SOCIETY"** on Cadestral Survey Plot Nos. 48, 49, 50, 51, 53, 55, 56, 57, 58, 59, 60, 89, 90, 91 and 92, Khata Nos. 30, 45, 40, 21, 306, 331, 402, 295 and 14 of Thana No. 40 at Mauza Bhusaula Danapur of Phulwari Sharif Circle, Patna. All development agreement would be registered in Sadar Registrar Office, Patna or Sub Registrar Office, Phulwari Sharif. Hence the total land available for development is 83181 Square Feet.

AND WHEREAS, Patna Metropolitan Area Authority has accorded permission for construction of Residential Building and after obtaining the permission for **"HARI NAGAR PREMIUM SOCIETY"** a new Building is being constructed on the said land by **M/S BALPRADA BUILT PVT. LTD.** Patna in the name style of **"HARI NAGAR PREMIUM SOCIETY"** having several units / Flats / Parking etc. is considered here for the Agreement purpose.

Henceforth, this deed will include details of **"HARI NAGAR PREMIUM SOCIETY"** and the deed will be referred to as, "Sale Deed" for **"HARI NAGAR PREMIUM SOCIETY".**

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Kanak Singh** w/o Abhimanyu Singh by virtue of registered sale deed dated 08.08.2006, as Deed No. 9005, Serial No. 10257, in Book No. 1, Volume No. 373, CD-34, Pages 282 to 293, Token No. 10276/2006, which was registered at Patna Registry Office, measuring an area 2500 Sq. Ft. under Thana No. 40, Tauzi No. 5127, Khata Nos. 30 & 45, Part Plot Nos. 50, 48, 49 & 51, and from the date of purchase the said land owner owned and possessed the

same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1771, Bhag Vartman - 15, Prisht No. 191.

AND WHEREAS, Smt. Kanak Singh w/o Abhimanyu Singh expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 20.10.2023 @ ratio of 40% to the Land Owner and 60% to the Developer aforesaid.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Sanjiv Kumar Singh** s/o Sidheshwar Prasad Singh by virtue of registered sale deed dated 27.08.2004, as Deed No. 9304, Serial No. 10128, in Book No. 1, Pages 409 to 428, in the Year 2004, which was registered at Patna Registry Office, measuring an area 5 Decimals under Thana No. 40, Khata No. 306, Part Plot No. 90, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1572/1, Bhag Vartman - 13, Prisht No. 2723.

AND WHEREAS, Sri Sanjiv Kumar Singh s/o Sidheshwar Prasad Singh expressed his desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 15.12.2021.

AND

WHEREAS, the property more fully described in schedule below is the property obtained by **M/s Balprada Built Pvt. Ltd.** through Deed of Exchange Dated 27.12.2023 as Deed No. 19063, Serial No. 20607, in Book No. 1,

Volume No. 433, CD-67, Pages 49 to 62, Token No. 20830/2023, which was registered at Patna Registry Office, measuring an area 1000 Sq. Ft. under Thana No. 40, Tauzi No. 5127, Khata No. 40, Part Plot No. 53, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 48, Prisht No. 86.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **M/s Balprada Built Pvt. Ltd.** by virtue of registered sale deed dated 04.10.2019 / 16.11.2019, as Deed No. 12046, Serial No. 12227, in Book No. 1, Volume No. 286, CD-43, Pages 237 to 252, Token No. 12466/2019, which was registered at Patna Registry Office, measuring an area 2674 Sq. Ft. under Thana No. 40, Tauzi No. 5127, Khata No. 40, Part Plot No. 53, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 48, Prisht No. 1.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Sarita Kumari** w/o Kumar Nirmal Sharan by virtue of registered sale deed dated 03.05.2024, as Deed No. 5401, Serial No. 5906, in Book No. 1, Volume No. 127, CD-20, Pages 137 to 148, Token No. 6030/2024, which was registered at Patna Registry Office, measuring an area 1221 Sq. Ft. under Thana No. 40, Tauzi No. 5127, Khata No. 21, Part Plot No. 55 and from the date of purchase the said land owner owned and possessed the same as absolute owner

and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Ex-land owner Jamabandi / Bhag Vartman - 32, Prisht No. 33.

AND WHEREAS, Smt. Sarita Kumari w/o Kumar Nirmal Sharan expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 02.05.2024.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Seema Singh** d/o Jai Kishore Prasad Singh by virtue of registered sale deed dated 18.02.2019, as Deed No. 1710, Serial No. 2014, in Book No. 1, Volume No. 39, CD-6, Pages 353 to 364, Token No. 2027/2019, which was registered at Patna Registry Office, measuring an area 2000 Sq. Ft. under Thana No. 40, Tauzi No. 5127, Khata No. 21, Part Plot No. 55 and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 32, Prisht No. 34.

AND WHEREAS, Smt. Seema Singh d/o Jai Kishore Prasad Singh expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 20.10.2023 @ ratio of 40% to the Land Owner and 60% to the Developer aforesaid.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Sanjiv Kumar** s/o Janki Nandan Singh Vikal by virtue of registered sale deed dated 16.10.2023 /

28.10.2023, as Deed No. 16080, Serial No. 17389, in Book No. 1, Volume No. 365, CD-56, Pages 352 to 365, Token No. 16973/2023, which was registered at Patna Registry Office, measuring an area 900 Sq. Ft. under Thana No. 40, Tauzi No. 5127, Khata No. 21, Part Plot No. 55 and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Ex-land owner Jamabandi / Bhag Vartman - 32, Prisht No. 32.

AND WHEREAS, Sri Sanjiv Kumar s/o Janki Nandan Singh Vikal expressed his desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 17.02.2024, as Deed No. 2161, Serial No. 2367, in Book No. 1, Volume No. 49, CD-8, Pages 416 to 435, Token No. 2421/2024, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **i). Sri Siya Ram Rajak** s/o Late Bipat Rajak and **ii). Sri Deepak Kumar** s/o Siya Ram Rajak by virtue of registered sale deed dated 07.07.2023 / 10.07.2023, as Deed No. 10893, Serial No. 11707, in Book No. 1, Volume No. 248, CD-38, Pages 250 to 262, Token No. 11726/2023, which was registered at Patna Registry Office, measuring an area 600 Sq. Ft. under Thana No. 40, Tauzi No. 5127, Khata No. 21, Part Plot No. 55 and from the date of purchase the said land owners owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 47, Prisht No. 43.

AND WHEREAS, i). Sri Siya Ram Rajak s/o Late Bipat Rajak and **ii). Sri Deepak Kumar** s/o Siya Ram Rajak expressed their desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Geeta Srivastava** w/o Umesh Chandra Prasad Srivastava by virtue of registered sale deed dated 04.10.2001, as Deed No. 8539, Serial No. 9259, in Book No. 1, in the Year 2001, which was registered at Patna Registry Office, measuring an area 1500 Sq. Ft. under Thana No. 40, Tauzi No. 5127, Khata No. 21, Part Plot No. 55 and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1491, Bhag Vartman - 13, Prisht No. 1437.

AND WHEREAS, Smt. Geeta Srivastava w/o Umesh Chandra Prasad Srivastava expressed her desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 05.03.2024, as Deed No. 2929, Serial No. 3228, in Book No. 1, Volume No. 67, CD-11, Pages 174 to 195, Token No. 3302/2024, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Gopal Prasad** s/o Late Dev Sharan Prasad by virtue of registered sale deed dated 24.01.2007, as Deed No. 1136, Serial No. 1268, in Book No. 1, Volume No. 130, CD-6, Pages 357 to 365, Token No. 1303/2007, which was

registered at Patna Registry Office, measuring an area 2400 Sq. Ft. under Thana No. 40, Tauzi No. 5164, Khata No. 306, Part Plot No. 56 and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman – 47, Prisht No. 78.

AND WHEREAS, Sri Gopal Prasad s/o Late Dev Sharan Prasad expressed his desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Ashok Kumar Singh** s/o Late Ammi Singh by virtue of registered sale deed dated 13.10.2006, as Deed No. 11654, Serial No. 13399, in Book No. 1, Volume No. 556, CD-42, Pages 199 to 211, Token No. 13341/2006, which was registered at Patna Registry Office, measuring an area 2400 Sq. Ft. under Thana No. 40, Tauzi No. 5164, Khata No. 306, Part Plot No. 56 and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman – 47, Prisht No. 79.

AND WHEREAS, Sri Ashok Kumar Singh s/o Late Ammi Singh expressed his desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 09.08.2021.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner

namely **Sri Yugal Kishore Thakur** s/o Late Aklu Thakur by virtue of registered sale deed dated 13.10.2006, as Deed No. 11656, Serial No. 13301, in Book No. 1, Volume No. 556, CD-42, Pages 224 to 238, Token No. 13343/2006, which was registered at Patna Registry Office, measuring an area 1500 Sq. Ft. under Thana No. 40, Khata No. 331, Part Plot No. 57, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1982, Bhag Vartman – 19, Prisht No. 1974.

AND WHEREAS, Sri Yugal Kishore Thakur s/o Late Aklu Thakur expressed his desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 09.08.2021.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owners namely **i). Smt. Prerna Gupta** w/o Bateshwar Prasad, **ii). Smt. Kumari Shalini** w/o Sunil Kumar, **iii). Smt. Juhi Kumari** w/o Mukesh Kumar, **iv). Smt. Sweety Kumari** w/o Dr. Ramchandra Prasad and **v). Sri Pranav Kumar** s/o Late Surendra Prasad Gupta, by virtue of registered sale deed dated 30.08.2004, as Deed No. 9430, Serial No. 10267, in Book No. 1, Volume No. 342, Pages 589 to 606, in the Year 2004, which was registered at Patna Registry Office, measuring an area 36 Decimals under Thana No. 40, Tauzi No. 5164, Khata No. 306, Part Plot No. 58 and from the date of purchase the said land owners owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1556/1, Bhag Vartman - 13, Prisht No. 2625.

AND WHEREAS, i). Smt. Prerna Gupta w/o Bateshwar Prasad, **ii). Smt. Kumari Shalini** w/o Sunil Kumar, **iii). Smt. Juhi Kumari** w/o Mukesh Kumar, **iv). Smt. Sweety Kumari** w/o Dr. Ramchandra Prasad and **v). Sri Pranav Kumar** s/o Late Surendra Prasad Gupta expressed their desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 11.12.2023, as Deed No. 18194, Serial No. 19650, in Book No. 1, Volume No. 413, CD-64, Pages 339 to 363, Token No. 19882/2023, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Anita Bharti** w/o Shailendra Bharti, by virtue of registered sale deed dated 01.12.2001, as Deed No. 10037, in Book No. 1, Volume No. 379, Pages 85 to 106, in the Year 2001, which was registered at Patna Registry Office, measuring an area 3500 Sq. Ft. under Thana No. 40, Tauzi No. 5164, Khata No. 295, Part Plot No. 60 AND Khata No. 402, Part Plot No. 59 and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1388, Bhag Vartman - 11, Prisht No. 266.

AND WHEREAS, Smt. Anita Bharti w/o Shailendra Bharti expressed her desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 15.05.2024, as Deed No. 6060, Serial No. 6634, in Book No. 1, Volume No. 142, CD-22, Pages 215 to 234, Token No. 6784/2024, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Rita Singh** w/o Navin Kumar Singh, by virtue of registered sale deed dated 21.06.2004, as Deed No. 6322, Serial No. 6855, in Book No. 1, Volume No. 248, Pages 567 to 588, in the Year 2004, which was registered at Patna Registry Office, measuring an area 5 Decimals under Thana No. 40, Khata No. 402, Part Plot No. 59, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 2307, Bhag Vartman - 24, Prisht No. 2209.

AND WHEREAS, Smt. Rita Singh w/o Navin Kumar Singh expressed her desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 18.01.2023, as Deed No. 471, Serial No. 524, in Book No. 1, Volume No. 11, CD-2, Pages 381 to 399, Token No. 520/2023, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Shatrughan Prasad** s/o Late Roopchand Ram, by virtue of registered sale deed dated 11.05.2005 / 13.05.2005, as Deed No. 4704, Serial No. 5228, in Book No. 1, in the Year 2005, which was registered at Patna Registry Office, measuring an area 3000 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1623, Bhag Vartman - 14, Prisht No. 3099.

AND WHEREAS, Sri Shatrughan Prasad s/o Late Roopchand Ram expressed his desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 06.02.2024, as Deed No. 1557, Serial No. 1713, in Book No. 1, Volume No. 36, CD-6, Pages 70 to 92, Token No. 1738/2024, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Rekha Devi** w/o Brijnandan Prasad Sinha by virtue of registered sale deed dated 17.02.2005, as Deed No. 1237, Serial No. 1351, in Book No. 1, Volume No. 62, Pages 59 to 82, in the Year 2005, which was registered at Patna Registry Office, measuring an area 5 Decimals under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1603, Bhag Vartman – 14, Prisht No. 3483.

AND WHEREAS, Smt. Rekha Devi w/o Brijnandan Prasad Sinha expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 12.02.2022 @ ratio of 45% to the Land Owner and 55% to the Developer aforesaid.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Kiran Devi** w/o Anuj Kumar by virtue of registered sale deed dated 17.02.2005, as Deed No. 1235, Serial No. 1349, in Book No. 1, Volume No. 59, Pages 259 to 282, in the Year 2005, which was registered at Patna

Registry Office, measuring an area 5 Decimals under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1602, Bhag Vartman – 14, Prisht No. 3474.

AND WHEREAS, Smt. Kiran Devi w/o Anuj Kumar expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 12.02.2022 @ ratio of 45% to the Land Owner and 55% to the Developer aforesaid.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Jyoti Gupta** w/o Sanjiv Kumar by virtue of registered sale deed dated 17.02.2005, as Deed No. 1236, Serial No. 1350, in Book No. 1, Volume No. 62, Pages 35 to 58, in the Year 2005, which was registered at Patna Registry Office, measuring an area 5 Decimals under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1615, Bhag Vartman – 14, Prisht No. 2977.

AND WHEREAS, Smt. Jyoti Gupta w/o Sanjiv Kumar expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner

namely **Smt. Bimla Devi** w/o Kaushal Kishore Singh by virtue of registered sale deed dated 11.05.2005, as Deed No. 4620, Serial No. 5134, in Book No. 1, Volume No. 212, Pages 39 to 64, in the Year 2005, which was registered at Patna Registry Office, measuring an area 1639 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1656, Bhag Vartman – 14, Prisht No. 2706.

AND WHEREAS, Smt. Bimla Devi w/o Kaushal Kishore Singh expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Suman Kumar Singh** s/o Late Hari Dayal Singh (Director of M/s Balprada Built Pvt. Ltd.) by virtue of registered sale deed dated 12.02.2022, as Deed No. 1640, Serial No. 1713, in Book No. 1, Volume No. 40, CD-6, Pages 429 to 440, Token No. 17808/2022, which was registered at Patna Registry Office, measuring an area 1361 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman – 48, Prisht No. 87.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Rashmi Kumari** w/o Vijay Kumar, by virtue of

registered sale deed dated 23.10.2006, as Deed No. 12013, Serial No. 13701, in Book No. 1, Volume No. 583, CD-43, Pages 206 to 221, Token No. 13754/2006, which was registered at Patna Registry Office, measuring an area 3000 Sq. Ft. under Thana No. 40, Khata Nos. 306, 331 & 402, Part Plot Nos. 90, 91, 89 & 59 and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1750, Bhag Vartman - 15, Prisht No. 94.

AND WHEREAS, Smt. Rashmi Kumari w/o Vijay Kumar expressed her desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 13.01.2024, as Deed No. 398, Serial No. 448, in Book No. 1, Volume No. 9, CD-2, Pages 295 to 315, Token No. 457/2024, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Shila Sinha** w/o Ramanand Anand, by virtue of registered sale deed dated 24.01.2007, as Deed No. 1138, Serial No. 1270, in Book No. 1, Volume No. 130, CD-6, Pages 375 to 383, Token No. 1309/2007, which was registered at Patna Registry Office, measuring an area 2000 Sq. Ft. under Thana No. 40, Khata No. 306, Part Plot No. 90, AND Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 48, Prisht No. 17.

AND WHEREAS, Smt. Shila Sinha w/o Ramanand

Anand expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 22.10.2023 @ ratio of 40% to the Land Owner and 60% to the Developer aforesaid.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Suman Kumar Singh** s/o Late Hari Dayal Singh (Director of M/s Balprada Built Pvt. Ltd.) by virtue of registered sale deed dated 19.02.2014, as Deed No. 1997, Serial No. 2259, in Book No. 1, Volume No. 44, CD-7, Pages 77 to 90, Token No. 2289/2014, which was registered at Patna Registry Office, measuring an area 1500 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman – 48, Prisht No. 88.

AND

i). WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Sonalika Sinha** w/o Prakash Sinha, by virtue of registered sale deed dated 26.09.2023, as Deed No. 14719, Serial No. 15919, in Book No. 1, Volume No. 335, CD-52, Pages 20 to 33, Token No. 16088/2023, which was registered at Patna Registry Office, measuring an area 1000 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 49, Prisht No. 56.

ii). WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Swati Kumari** w/o Girijish Kumar, by virtue of registered sale deed dated 14.11.2023, as Deed No. 16970, Serial No. 18342, in Book No. 1, Volume No. 385, CD-60, Pages 526 to 538, Token No. 18553/2023, which was registered at Patna Registry Office, measuring an area 1000 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 49, Prisht No. 55.

AND WHEREAS, Smt. Sonalika Sinha w/o Prakash Sinha and **Smt. Swati Kumari** w/o Girijish Kumar expressed their desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 21.03.2024, as Deed No. 3864, Serial No. 4231, in Book No. 1, Volume No. 89, CD-14, Pages 536 to 557, Token No. 4309/2024, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Kumari Meera Rani** w/o Jitendra Narayan Prasad, by virtue of registered sale deed dated 21.03.2024, as Deed No. 3863, Serial No. 4230, in Book No. 1, Volume No. 89, CD-14, Pages 522 to 535, Token No. 4310/2024, which was registered at Patna Registry Office, measuring an area 600 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its

Jamabandi / Bhag Vartman - 49, Prisht No. 97.

AND WHEREAS, Smt. Kumari Meera Rani w/o Jitendra Narayan Prasad expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Kumari Meera Rani** w/o Jitendra Narayan Prasad, by virtue of registered sale deed dated 19.03.2024, as Deed No. 3690, Serial No. 4046, in Book No. 1, Volume No. 85, CD-13, Pages 407 to 420, Token No. 4088/2024, which was registered at Patna Registry Office, measuring an area 1200 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 49, Prisht No. 96.

AND WHEREAS, Smt. Kumari Meera Rani w/o Jitendra Narayan Prasad expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 21.05.2024.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Jitendra Kumar** s/o Shyam Nandan Rai, by virtue of registered sale deed dated 01.02.2019, as Deed No. 1054, Serial No. 1174, in Book No. 1, Volume No. 24, CD-3, Pages 476 to 490, Token No. 1203/2019, which was registered at Patna Registry Office, measuring an area 3500 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89,

and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 31, Prisht No. 78.

AND WHEREAS, Sri Jitendra Kumar s/o Shyam Nandan Rai expressed his desire to give on conversion to build an Apartment and entered into an unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 20.10.2023 @ ratio of 50% to the Land Owner and 50% to the Developer aforesaid.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Shiv Shankar Kumar** s/o Saroj Sah, by virtue of registered sale deed dated 15.09.2004, as Deed No. 9987, Serial No. 10890, in Book No. 1, in the Year 2004, which was registered at Patna Registry Office, measuring an area 2700 Sq. Ft. under Thana No. 40, Khata No. 402, Part Plot No. 89, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 2217, Bhag Vartman - 23, Prisht No. 2991.

AND WHEREAS, Sri Shiv Shankar Kumar s/o Saroj Sah expressed his desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 22.05.2024, as Deed No. 6375, Serial No. 6974, in Book No. 1, Volume No. 149, CD-23, Pages 447 to 465, Token No. 7109/2024, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner

namely **Smt. Gita Prasad** w/o Shatrughan Prasad, by virtue of registered sale deed dated 03.06.2005, as Deed No. 5503, Serial No. 6133, in Book No. 1, in the Year 2005, which was registered at Patna Registry Office, measuring an area 5 Decimals under Thana No. 40, Khata No. 306, Part Plot No. 90, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1820, Bhag Vartman - 16, Prisht No. 1949.

AND WHEREAS, Smt. Gita Prasad w/o Shatrughan Prasad expressed her desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 06.02.2024, as Deed No. 1557, Serial No. 1713, in Book No. 1, Volume No. 36, CD-6, Pages 70 to 92, Token No. 1738/2024, which was Registered at Patna Registry Office.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Anju Singh** d/o Kalika Prasad Singh, by virtue of registered sale deed dated 27.10.2004, as Deed No. 4423, in Book No. 1, Volume No. 489, Pages 17 to 50, in the Year 2004, which was registered at Patna Registry Office, measuring an area 5 Decimals under Thana No. 40, Khata No. 306, Part Plot No. 90, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi No. 1391/1, Bhag Vartman - 11, Prisht No. 272.

AND WHEREAS, Smt. Anju Singh d/o Kalika Prasad Singh expressed her desire to give on conversion to build an

Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Usha Gupta** w/o Ashok Kumar Gupta, by virtue of registered sale deed dated 14.06.2006, as Deed No. 5928, Serial No. 6851, in Book No. 1, Volume No. 268, CD-24, Pages 267 to 279, Token No. 6880/2006, which was registered at Patna Registry Office, measuring an area 1000 Sq. Ft. under Thana No. 40, Khata No. 306, Part Plot No. 90, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 36, Prisht No. 28.

AND WHEREAS, Smt. Usha Gupta w/o Ashok Kumar Gupta expressed her desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 20.10.2023 @ ratio of 40% to the Land Owner and 60% to the Developer aforesaid.

AND

WHEREAS, the property more fully described in schedule below is the property obtained by **Sri Bipin Kumar Singh** s/o Late Hari Dayal Singh through Deed of Exchange Dated 27.04.2023 as Deed No. 6911, Serial No. 7363, in Book No. 1, Volume No. 158, CD-25, Pages 579 to 593, Token No. 7422/2023, which was registered at Patna Registry Office, measuring an area 1361 Sq. Ft. under Thana No. 40, Khata No. 306, Part Plot No. 90, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office,

Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 49, Prisht No. 60.

AND WHEREAS, Sri Bipin Kumar Singh s/o Late Hari Dayal Singh expressed his desire to give on conversion to build an Apartment and entered into a unregistered Development Agreement with M/s Balprada Built Pvt. Ltd. on 01.07.2023 @ ratio of 40% to the Land Owner and 60% to the Developer aforesaid.

AND

WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Suman Kumar Singh** s/o Late Hari Dayal Singh (Director of M/s Balprada Built Pvt. Ltd.) by virtue of registered sale deed dated 07.10.2013, as Deed No. 24424, Serial No. 25633, in Book No. 1, Volume No. 535, CD-83, Pages 386 to 397, Token No. 26258/2013, which was registered at Patna Registry Office, measuring an area 2400 Sq. Ft. under Thana No. 40, Khata No. 14, Part Plot No. 92, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman – 50, Prisht No. 10.

AND

i). WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Smt. Mamta Devi** w/o Binod Kumar, by virtue of registered sale deed dated 18.09.2023, as Deed No. 14288, Serial No. 15445, in Book No. 1, Volume No. 325, CD-50, Pages 115 to 123, Token No. 15612/2023, which was registered at Patna Registry Office, measuring an area 1400 Sq. Ft. under Thana No. 40, Khata No. 14, Part Plot No. 92, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying

revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 47, Prisht No. 84.

ii). WHEREAS, the property more fully described in schedule below is the purchased property of land owner namely **Sri Rajbansh Kumar** s/o Mohan Prasad, by virtue of registered sale deed dated 18.09.2023, as Deed No. 14289, Serial No. 15446, in Book No. 1, Volume No. 325, CD-50, Pages 124 to 132, Token No. 15613/2023, which was registered at Patna Registry Office, measuring an area 1400 Sq. Ft. under Thana No. 40, Khata No. 14, Part Plot No. 92, and from the date of purchase the said land owner owned and possessed the same as absolute owner and also paying revenue rent to the State Government of Bihar through Circle Office, Phulwari Sharif, Patna vide its Jamabandi / Bhag Vartman - 48, Prisht No. 47.

AND WHEREAS, Smt. Mamta Devi w/o Binod Kumar and **Sri Rajbansh Kumar** s/o Mohan Prasad expressed their desire to give on conversion to build an Apartment and entered into a registered Development Agreement with M/s Balprada Built Pvt. Ltd. on 19.04.2024, as Deed No. 4812, Serial No. 5257, in Book No. 1, Volume No. 113, CD-18, Pages 107 to 128, Token No. 5365/2024, which was Registered at Patna Registry Office.

Similarly, others also expressed their desire to give on conversion to build an Apartment and after knowing their requirement, **M/S BALPRADA BUILT PVT. LTD.** a Developer approached them and entered into a registered development agreement and on the basis of the said Registered Development Agreement, **M/S BALPRADA BUILT PRIVATE LIMITED** Developer is constructing **"HARI NAGAR PREMIUM SOCIETY"** a multistoried building on Cadestral Survey Plot Nos. 48, 49, 50, 51, 53, 55, 56, 57, 58, 59, 60, 89, 90, 91 and 92, Khata Nos. 30, 45,

40, 21, 306, 331, 402, 295 and 14 of Thana No. 40 at Mauza Bhusaula Danapur of Phulwari Sharif Circle, Patna.

AND WHEREAS, the said Vendor/Developer has obtained the final layout plan / sanctioned plan and approvals for the Project / apartment / building from Patna Metropolitan Area Authority vide its Plan Case No. **PMAA / PRN / Bhusaula Danapur / Phulwari Sharif / B+G+12/59/2023 Dated 02.09.2024.**

AND WHEREAS, Airports Authority of India (AAI) issued No Objection Certificate regarding the Height Clearance of the Building **"HARI NAGAR PREMIUM SOCIETY"** constructed by **M/S BALPRADA BUILT PRIVATE LIMITED.**

AND WHEREAS, Office of the State Fire Officer-cum-Director, Bihar, Patna State Fire Officer, Bihar, Patna issued Provisional Fire Clearance regarding the Fire Clearance of the Building **"HARI NAGAR PREMIUM SOCIETY** constructed by **M/S BALPRADA BUILT PRIVATE LIMITED.**

AND WHEREAS, after the construction and completion of the project the respective share owners i.e. developer/promoter and the land owners, 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 and in lieu of Registered Development Agreement after full filling all the terms and conditions several Flats and Car Parking Space has been allotted in the share of the Developer of the total constructed area and common area including top terrace and several Flats and Car Parking Space has been allotted in the share of the land

owners named above of the total constructed area and common area including top terrace 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, 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 have relinquished all the right, title and interest in the said flat along with proportionate share of land fully detailed in description of the property above mentioned and the Vendee has further requested to the Vendor 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 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 for a sum of **Rs. ……/-(Rupees …….. Only)** through Cheque/RTGS and Bank Transfer on several dates has already been received by the Vendor **(M/S BALPRADA BUILT PRIVATE LIMITED)** from the Vendee before execution of this deed, details of which is hereunder:-

i. A sum of Rs. ……/-only through Cheque No. …….. Dated ……. of ……

ii. A sum of Rs. ……./-only through Cheque No. …….. Dated ……. of ……

iii. A sum of Rs. ……./-only through Cheque No. …….. Dated ……. of ……

iv. A sum of Rs. ……./-only through Cheque No. …….. Dated ……. of ……

v. A sum of Rs. ……./-only through Cheque No. …….. Dated ……. of ……

paid to the vendor (**Project Hari Nagar Group Housing**) and the said Vendor/Promoter/Developer has granted receipt thereof to the Vendee and the Vendee has to pay GST to the Government as applicable and acknowledge the same.

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 after execution of this deed.

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 anybody 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 his proportionate share to the said Society or Association and shall abide by the Rules of the said society/ Association. In case no such committee is formed by the owners of the flat then in that case the payments shall be made to the Developer every month regularly whether demanded or not.

7. That the Vendee shall be liable to pay the taxes and other charges as payable to the Competent Authority or any other authorities with respect to his Flat.

8. The Vendee shall carry out all internal repairs in the said Flat at his 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 him with the purchasers and owners of the other Flats that he shall not ever demolish or cause to be demolished any outside 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 he 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 land owners/Developer 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 his name mutated in Competent Authority 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 his allotted Flat.

SCHEDULE-A

ALL THAT, piece and parcel of land in which **“HARI NAGAR PREMIUM SOCIETY”** constructed by **M/S BALPRADA BUILT PRIVATE LIMITED,** in which land area 83181 Sq. Ft., situated at Mauza Bhusaula Danapur of Phulwari Sharif Circle, P.S.- Phulwari Sharif, District Patna, within the Jurisdiction of Sub Registry Office Phulwari Sharif & Sadar Registry Office Patna, under revenue Thana No. 40, Cadestral Survey Plot Nos. 48, 49, 50, 51, 53, 55, 56, 57, 58, 59, 60, 89, 90, 91 and 92, Khata Nos. 30, 45, 40, 21, 306, 331, 402, 295 and 14, **vide its Jamabandi Nos. …….. & Others, Govt. Valuation List Serial No. 092, Zone-02,** within the limit of under Patna Metropolitan Area Authority, the same is bounded as follows:-

BOUNDARY OF LANDED PROPERTY

NORTH :

SOUTH :

EAST :

WEST :

SCHEDULE-B

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

1. The purchaser shall not use the said unit for any business or commercial purpose and shall not also use the same as ware house for stacking or storing any combustible or inflammable goods or articles or for any illegal or immoral purpose.

2. 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.

3. 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.

4. 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.

5. 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, 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.

SCHEDULE-D

FULL DETAILS OF VALUATION:-

1. Area of Land **83181 Sq. Ft.**
2. Total Building Area **…… Sq. Ft.** Achieved
3. Super Built-up 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/its signature and seal on this the …….. day of ....., at Patna in presence of witnesses.

(Suman Kumar Singh)
Managing Director
For:- M/S BALPRADA BUILT PRIVATE LIMITED
SIGNATURE OF THE VENDOR

(…….)
SIGNATURE OF THE VENDEE

WITNESSES

As per statement of the Vendor/Developer and Vendee I have drafted Deed of Absolute Sale in ……. pages.

(ANWAR ALAM)
Advocate,
D.B.A., Patna