

**BRIEF PARTICULAR OF THE DEED OF ABSOLUTE SALE CUM**

**CONVEYANCE**

Nature of Property	: -	Residential R.C.C. Structure
RERA Registration No.	: -	.....
Mohalla /Village	: -	Ramsuchit Mishra Path, Boring Canal Road, Patna.
Type of Property	: -	Flat-.....
Number of Floor	: -	..... Floor
Name of Property	: -	KAMLA BINAY APARTMENT
Super Built up Area	: -	..... sq. Ft
Carpet Area	: -	..... Sq. Ft.
Sale consideration	: -	Rs. ....../-

## DEED OF ABSOLUTE SALE CUM CONVEYANCE

1. **NAME & ADDRESS OF VENDOR :** **M/S CHANDRA SALES PVT. LTD** (CIN NO. U51109BR1997PTC008247), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **304, N.P. Centre, New Dak Bunglow Road, P.S.- Kotwali, Dist.- Patna - 800001** and its corporate office at **304, N.P. Centre, New Dak Bunglow Road, P.S.- Kotwali, Dist.- Patna - 800001.** (PAN-AACCC0279L), represented by one of the Directors Sri Sachin Chandra, S/o Late Dr. Nand Kishore Mishra, (Aadhar No.- 5100-9525-9726) resident of – 401, Bose Niketan, Parmanand Path, Nageshwar Colony, Boring Road, Patna-800001. Includes representatives, executors, receivers, administrators and assigns of BUILDER/DEVELOPER. **Mobile No- 9431018866.**
  
2. **NAME AND ADDRESS OF THE VENDEES:** 1. .... **W/O** ..... aged about ..... Years having Aadhar No. ...., PAN No.-..... Cast – ....., Profession- .....
  
3. **NATURE OF THE DEED:** ABSOLUTE SALE CUM CONVEYANCE DEED.
  
4. **CONSIDERATION MONEY:** **Rs. ..../-** (Rupees: - ..... ) only.
  
5. **DESCRIPTION OF THE PROPERTY SOLD UNDER THIS DEED:** That entire Flat No.- ..... having a Super Built-up area of ..... sq. ft., carpet area ..... Sq. Ft. , along with one Car parking space (Without any cost) on Ground Floor fully described in Schedule given below, on ..... Floor of the building commonly known as **“KAMLA BINAY APARTMENT”** at Mohalla – **Ramsuchit Mishra Path, Boring Canal Road, Patna.** Mentioned in schedule-II.

AND WHEREAS the aforesaid land came into possession of present Landowners as follows:-

<b>Name of Land Owner</b>	<b>Deed No. and year</b>	<b>Details of Land</b>	<b>Area</b>
SRI SANJAY KUMAR SINGH AND SRI RAJESH KUMAR SINGH, BOTH S/O LATE BINAY BHUSAN SINGH	Family Arrangement 14.12.1994	Situated at Mohalla- East Boring Canal Road, P.S. Budha Colony, Mauza- Duzra, Revenue Thana- Fulwari, bearing Thana No. 04 Khata No. 143, Kheshra No.1089, Thana Code- 233.	2,142.9 Sq. ft.
SRI RANJEET KUMAR KESHARI S/O SRI PRAMESHWAR SAW KESHARI AND SMT. DEEPMALA KESHARI W/O SRI RANJEET KUMAR KESHARI	Deed No. 6149 of year 2019	Situated at Mohalla- East Boring Canal Road, P.S. Budha Colony, Mauza- Duzra, Revenue Thana- Fulwari, bearing Thana No. 04, Tauzi No. 14C, Khata No. 147, Kheshra No.1088, Thana Code- 233.	2,243.13 Sq.ft.
SRI SANJEEV KUMAR KESHARI S/O SRI SHARDA PRASAD KESHARI AND JAY MALA DEVI W/O SRI SHARDA PRASAD KESHARI	Deed No. 6150 of year 2019	Situated at Mohalla- East Boring Canal Road, P.S. Budha Colony, Mauza- Duzra, Revenue Thana- Fulwari, bearing Thana No. 04, Tauzi No. 14C, Khata No. 147, Kheshra No.1088, Thana Code- 233.	1,493.97 Sq. ft.
SRI MUKUL KUMAR S/O DUKKHU CHAUDHARY	Deed No. 6152 of year 2019	Situated at Mohalla- East Boring Canal Road, P.S. Budha Colony, Mauza- Duzra, Revenue Thana- Fulwari, bearing Thana No. 04, Tauzi No. 14C, Khata No. 147, Kheshra No.1088, Thana Code- 233.	1,361.12 Sq.ft.

SHRI NAVIN KUMAR S/O SRI DUKKHU CHAUDHARY AND REKHA DEVI W/O SRI NAVIN KUMAR	Deed No. 6151 of year 2019	Situated at Mohalla- East Boring Canal Road, P.S. Budha Colony, Mauza- Duzra, Revenue Thana- Fulwari, bearing Thana No. 04, Tauzi No. 14C, Khata No. 147, Kheshra No.1088, Thana Code- 233.	814.49 Sq. ft.
DR. ACHAL KUMAR S/O SRI SURENDRA SINGH KUSHWAHA	Family Arrangement 04.06.2022	Situated at Mohalla- East Boring Canal Road, P.S. Budha Colony, Mauza- Duzra, Revenue Thana- Fulwari, bearing Thana No. 04, Tauzi No. 14C, Khata No. 147, Kheshra No.1088, Thana Code- 233.	2830.88 Sq. ft.
SRI MUKUL KUMAR S/O DUKKHU CHAUDHARY	Deed No. 937 of year 2023	Situated at Mohalla- East Boring Canal Road, P.S. Budha Colony, Mauza- Duzra, Revenue Thana- Fulwari, bearing Thana No. 04, Tauzi No. 14C, Khata No. 147, Kheshra No.1088, Thana Code- 233.	620.67 Sq. ft.

1. AND WHEREAS the aforesaid land along with the land of other shareholders was purchased by Late Kauleshwar Devi, w/o Late Thakur Brajnandan Singh from Kewal Gope on 19.12.1949. Late Kauleshwar Devi had two sons – Madan Mohan Prasad Singh and Late Vinay Bhushan Singh who separated the above land among themselves as per the family partition executed between themselves on 14<sup>th</sup> December 1994. After the death of Late Vinay Bhushan Singh, his two sons Sri Sanjay Kumar Singh and Sri Rajesh Kumar Singh became the rightful owner of their father's share of land and they got names mutated in the records of Bihar Government and have been in peaceful possession over the said piece of land.,

2. AND WHEREAS the aforesaid land along with the land of other shareholders was purchased by **1. Sri Ranjeet Kumar Keshari, (PAN No.ALLPK1499H)** S/o Late Parmeshwar Saw Keshari **2. Smt. Deepmala Keshari (PAN No.FLCPK7150R)** W/o Sri Ranjeet Kumar Keshari, on 07.06.2019. Deed No. 6149 in Book No.-1, Volume No.-142 on Pages from 392 to 403, C.D. No. 21/2019 & **3. Sri Sanjeev Kumar Keshari (PAN No.ATGPK5133P)** S/o Sri Sharda Prasad Keshari, **4. Smt. Jai Mala Devi (PAN No. FQQPD1103N)** W/o Shri Sharda Prasad Keshari, on 07.06.2019. Deed No. 6150 in Book No.-1, Volume No.-142 on Pages from 404 to 415, C.D. No. 21/2019 from Smt. Sushila Shukla, w/o Sri Jitendra Prasad Shukla, a resident of Mohalla – Ranighat, Post – Mahindru, Thana – Sultanganj, District – Patna and under the District Registry Office - Patna. They have applied for their names to be mutated in the records of Bihar Government and have been in peaceful possession over the said piece of land.
3. AND WHEREAS the aforesaid land along with the land of other shareholders was purchased by **1. Sri Mukul Kumar, (PAN No.BCPPK3643B)** S/o Late Dukhu Choudhary, on 07.06.2019. Deed No. 6152 (measuring an area 1 kattha equivalent 3.125 deci) in Book No.-1, Volume No.-142 on Pages from 428 to 439, C.D. No. 21/2019 & **2. Sri Navin Kumar (PAN No.DAAPK7295C),** S/o Late Dukhu Choudhary S/o Late Dukkhu Chaudhary & **Smt. Rekha Devi** W/o Sri Navin Kumar, on 07.06.2019. Deed No. 6151 (measuring an area 12 dhur equivalent 1.875 deci) in Book No.-1, Volume No.-142 on Pages from 416 to 427, C.D. No. 21/2019 from Smt. Sushila Shukla, W/o Sri Jitendra Prasad Shukla, a resident of Mohalla – Ranighat, Post – Mahendru, Thana – Sultanganj, District – Patna and under the District Registry Office - Patna. They have already got their names mutated in the records of Bihar Government and have been in peaceful possession over the said piece of land.
4. AND WHEREAS the aforesaid land was purchased by the Grand Father of the First Party **Late Baleshwar Prasad,** S/o Late Baijnath Prasad, on 22.10.1968. Deed No. 11320 (measuring an area equivalent 6.5 deci) in Book No.-1, Volume No.-145 on Pages from 205 to 210, from Smt. Sarojni Devi, W/o Sri Babu Ram Awadh Prasad, a resident of Mauja- Shil Hauri, Pragna- Mashaudha, P.S.- Vikram, Distt- Patna and under sub and sadar registry office Patna. He got his name mutated in the records of Bihar Government. After the death of Late

Baleshwar Prasad, the Owner First Party Dr. Achal Kumar got this piece of land in his share in verbal family partition. Since then he has been in peaceful possession over the said piece of land.

5. AND WHEREAS the aforesaid land was purchased by **Sri Mukul Kumar, (PAN No.BCPPK3643B)** S/o Late Dukhu Choudhary, on 25.01.2023. Deed No. 937 (measuring an area 620.616 Sq.Ft. equivalent 1.425 deci) in Book No.-1, Volume No.-22 on Pages from 231 to 241, C.D. No. 4/2023 from Smt. Sushila Shukla, W/o Sri Jitendra Prasad Shukla, resident of Mohalla – Ranighat, Post – Mahendru, Thana – Sultanganj, District – Patna and under Sub and Sadar Registry office, Patna. They have already applied for their names to be mutated in the records of Bihar Government and have been in peaceful possession over the said piece of land.

AND WHEREAS the land owner namely **1.** Sri Sanjay Kumar Singh and Sri Rajesh Kumar Singh, both S/o Late Binay Bhusan Singh, **2.** Sri Ranjeet Kumar Keshari S/o Sri Prameshwar Saw Keshari and Smt. Deepmala Keshari W/o Sri Ranjeet Kumar Keshari, Sri Sanjeev Kumar Keshari S/o Sri Sharda Prasad Keshari and Jay Mala Devi W/o Sri Sharda Prasad Keshari, **3.** Sri Mukul Kumar S/o Dukkh Chaudhary, Shri Navin Kumar S/o Sri Dukkh Chaudhary and Rekha Devi W/o Sri Navin Kumar, **4.** Dr. Achal Kumar S/o Sri Surendra Singh Kushwaha, **5.** Sri Mukul Kumar S/o Dukkh Chaudhary, he has been mutated in the office of Government of Bihar regularly. The owner covenants that the scheduled land is in his exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, liens, charges and attachments and is in marketable condition and the owner have right, full power and absolute authority and title to transfer the whole or part of aforesaid scheduled land. the details of land is in schedule -II of this agreement.

AND WHEREAS the land of above to landowners have been amalgamated to construct the proposed project and the details of the amalgamated plot is detailed in schedule -VI of this agreement.

AND WHEREAS the above Five development Agreements with, CHANDRA SALES PVT. LTD. Registered vide Development Agreement Deed No.12285 dated 20.11.2019, 1325 dated 27.01.2021, 12461 dated 30.09.2021, 1572 dated 06.02.2023, & 1536 dated 06.02.2023 to develop a multi storey Residential Complex on the said piece of land with the Builder for development of the Land detailed in Schedules of this Agreement. By virtue of the said Agreement **Flat no. ....** is in the share of the Builder.

WHEREAS the Builder is a promoter of Residential / Commercial and allied accommodation for its Purchasers and others, subject to the Terms and Condition laid down by its Board of Directors.

**WHEREAS**, the developer has acquired total land under development agreement is about 1069.48 Sq. Meter for the present project, commonly named as “**KAMLA BINAY APARTMENT**”.

**WHEREAS**, after acquiring total land the Developer, they prepared a composite plan over the entire land measuring about 1069.48 Sq. Meter. After preparation of the plan it was sanctioned by the Patna Municipal Corporation.

WHEREAS The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at on under Registration No. ....

**WHEREAS** the property detailed in Col. No. -5 above alongwith other Flats, parking spaces etc. came in the share of **M/S. CHANDRA SALES PVT. LTD.** as per the Development Agreement. **M/S. CHANDRA SALES PVT. LTD.** is entitled to sale the Property mentioned above.

**WHEREAS** the vendees have paid the consideration money **Rs. ..../-** (Rupees: - ..... only as mentioned in Col-4 of this Deed to **M/S. CHANDRA SALES PVT. LTD.** who acknowledge the receipt of the same.

**THEREFORE THIS DEED FOR ABSOLUTE SALE CUM CONVEYANCE WITNESSETH:-**

**WHEREAS** the Vendor has agreed with the Vendee for the sale of the property fully described in the schedule at a price of **Rs. ..../-** (Rupees: - .....) only. The vendor has entered into an agreement for sale with the vendee on ..... for the same. The said vendor as owner do hereby sell and convey to the said vendees free from all encumbrances whatsoever the property described in schedule with fixtures, together with all right, easement and appurtenance to the said property hereby conveyed belonging to or usually held, occupied or enjoyed hereunder of which the vendees has full knowledge which they accept. The Vendees have fully satisfied themselves about the property, which they are buying after perusing and examining all the relevant documents

and the papers. The vendee has willingly agreed to the restrictive clauses here in under given and can not raise any objection hereinafter.

1. That the Vendor has assured the vendees that the property hereby conveyed is free from all kinds of charges or encumbrances and that there is absolutely no defect in title whatsoever. The Vendor further assured that they were in possession of and has right over the property described in the Schedule till the execution of this **Absolute Sale Cum Conveyance Deed**.
2. That the vendees undertake to abide by the Rules and Regulations made by the Board of Directors of M/s. Chandra Sales Pvt. Ltd. and by the Managing Committee constituted from amongst the members of the said “**KAMLA BINAY APARTMENT**” of which they said Flat is one unit.
3. That the vendees have to pay for common facilities, services, repairs and maintenance of the “**KAMLA BINAY APARTMENT**” as determined by M/s. **CHANDRA SALES PVT. LTD.**, directly or through the aforesaid “Managing Committee” of the said “**KAMLA BINAY APARTMENT**” project or through an assignee of the vendor. The charges, as to be determined from time to time, should be paid in advance by the 10<sup>th</sup> day of every month. In case of default a fine of 10% of the amount shall have to be paid. In case of default in six months continuously then the Managing Committee will have full right to prevent the vendees to use the common facilities, amenities and services including disconnection of water connection.
4. That the Vendees are to observe perform and discharge all the obligations and covenants as are performable by them in respect of the Terms & Conditions of the Bye-Laws of **M/S CHANDRA SALES PVT. LTD.**, scheme of business resolved by the said **M/s CHANDRA SALES PVT. LTD.** and the Rules and Regulations framed by the “Managing Committee” of “**KAMLA BINAY APARTMENT**” responsible for the common facilities, upkeep and maintenance of the said “**KAMLA BINAY APARTMENT**”.
5. That the Vendor shall have exclusive right to construct on roof, if it is being allowed by the authority in future and with the consent of the Managing Committee.



6. That the Vendees will be mutated in respect of the said premises and will get it numbered as a separate Holding and shall pay themselves Municipal and other taxes fixed by the Government/Authority.
7. That the Vendees shall obtain their own independent Electric connection from the Bihar State Electricity Board / SBPDCL, Patna for their electrical requirements and the connection charges as well as the electric consumption charges will be paid by the Vendees. The vendor shall have no responsibility or any liability whatsoever in this respect.
8. That the Vendees shall always keep free **M/s CHANDRA SALES PVT. LTD.** indemnified from all losses and payments which it may have suffered or have to pay or make up for on behalf of the Vendees at any time in future.
9. That the Vendees shall ensure and keep ensured their flat against any loss or damages by fire or natural calamities for the value.
10. That the Vendees shall not commit or create any nuisance such as throwing, accumulating any dirt or garbage, rubbish or rags or permitting the same to be thrown or accumulated in their flat or in any portion of the project.
11. That the Vendees shall not be entitled at any time to do any change in the structure and in the exterior of their flat or in any other built-up portion of the said project and have to obtain prior written permission from the Developer for any minor changes only sought to be made in the interior of their flat.
12. That the Vendees shall not at any time demolish or damage their flat or any portion of the said project and also not to make any addition and alteration of whatsoever nature to their flat or in any portion of the said project.
13. That the Vendees shall have an undivided proportionate share over the land of the project “**KAMLA BINAY APARTMENT**” if the building becomes inhabitable and subsequently demolished.
14. That the Vendees shall have no right to damage the walls of the flat and the roof, which will be common with the flat below, above and around their flat.
15. That besides the flat, the vendees shall have right of use on the common spaces.
16. That the Co-operative Society of purchasers of the different portions of this complex will look after maintenance and sanitary condition of the complex. But its policy decision will be subject to approval of the Vendor and in case of

differences between the two the decision of the Vendor shall be final and binding on them.

17. That the vendor is transferring the property detailed in Col-5 above free from all encumbrances but it will not be responsible for any loan taken by the vendees and it will be their exclusive liability.
18. That the Vendees have inspected the Flat and have found everything to their full satisfaction & according to the terms, conditions & specifications of the Agreement. The Building is equipped with fire fighting equipments as per the plan approved by the PMC, Patna and is, in working condition.
19. That the Vendor shall not thereafter be liable for any levy or taxes etc. demanded by the Government or any Authority for the Vended portion or for the land of **“KAMLA BINAY APARTMENT”** project.
20. That the Vendor has already delivered the possession along with internal and external fittings of the said **Flat No.-.....** and one Car Parking Space to the Vendees.
21. That any dispute regarding the interpretation of any clause or sentence of this covenant will be subject to its interpretation by the Developer and the Management Committee.
22. That the Vendees have agreed to pay all the proportionate charges for common facilities, services, repairs, maintenance, development and up-keep of **“KAMLA BINAY APARTMENT”** as determined by the Builder or through Managing Committee of the **“KAMLA BINAY APARTMENT”** project. But the minimum charges will be Rs. 3/- per sq.ft of Builtup Area per month or the amount fixed by the Managing Committee time to time.

#### **SCHEDULE-I**

**Flat No. –..... located** on ..... Floor of the building having a Super Built-up area of ..... sq. ft. carpet area ..... Sq. Ft., including proportionate share in i.e. Lift, Corridors, Staircases, Car Parking Space, of the building and wall area in **“KAMLA BINAY APARTMENT”**, constructed over land measuring 1027.46 decimal more or less equivalent to 11059.4874 Sq. ft. situated at Mohalla- East Boring Canal Road, P.S. Budha Colony, Patna, Survey Mauza- Duzra, Pargana & Survey Thana- Phulwari, Present Thana- Budha Colony, Patna, bearing Thana Code- 234 (Two Hundred Thirty Four)Thana No. 04 (Four), Tauzi No. Bihar Sarkar & 14-C (Fourteen-C) Khata No. 147 & 143 (One Hundred and Forty Seven & One Hundred and Forty Three), Kheshra survey Plot No.1088 and 1089 of Part (One Thousand & Eighty Eight & One Thousand &

Eighty Nine), within the limit of Patna Municipal Corporation and under the jurisdiction of District Registry Office, Patna, and bounded as follows: -

**Boundary of the Flat No- .....**

North - .....  
South - .....  
East- .....  
West- .....

**SCHEDULE 'II'**

All that piece and parcel of land measuring 26.425 decimal more or less equivalent to 11509 Sq.ft. situated at Mohalla- East Boring Canal Road, P.S. Budha Colony, Patna, Survey Mauza- Duzra, Pargana & Survey Thana- Phulwari, Present Thana- Budha Colony, Patna, bearing Thana Code- 234 (Two Hundred Thirty Four)Thana No. 04 (Four), Tauzi No. Bihar Sarkar & 14-C (Fourteen-C) Khata No. 147 & 143 (One Hundred and Forty Seven & One Hundred and Forty Three), Kheshra survey Plot No.1088 and 1089 of Part (One Thousand & Eighty Eight & One Thousand & Eighty Nine), within the limit of Patna Municipal Corporation and under the jurisdiction of District Registry Office, Patna, and bounded as follows: -

**Boundary:-**

**North :** Plot of Mittal Family.  
**South :** Manorama Sahu, AK Singh & KK Singh & Others  
**East :** Ravikant Sharan & Nishikant Sharan.  
**West :** Shatrudhan Prasad & Others.

**Details of MRV Constructed Apartment Schedule**  
**for Registration Purpose**

Land Area of Apartment	- 11059 sq. ft
Super Built-up Area of the Apartment	- ..... sq. ft

Proportionate Share of the Land	- .....	sq. ft
Super Built-up Area of the Flat	- .....	sq. ft
Proportionate Share of the Land Value	- .....	/-
Value of the Flat	- .....	/-
Car Parking Free	- .....	/-
<b>Total</b>	- .....	/-

#### **Details of Payment**

<b>SI No.</b>	<b>Date</b>	<b>Mode of Payment</b>	<b>Flat Amount</b>
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
<b>TOTAL</b>			.....

This Deed of Absolute Sale Cum Conveyance is being signed on ..... Day of ..... '202..... in the presence of witnesses mentioned below.

#### **WITNESSES:-**

1.

**SIGNATURE OF THE VENDOR**

**SIGNATURE OF THE VENDEE 1**

2.