**DEED OF ABSOLUTE SALE**

**(CONVEYANCE DEED)**

This Deed of Absolute sale executed on this the …day of ……

(……)

**BY**

**M/S MITTAL INFRASPACES,** a Partnership firm registered under the Partnership Act 1932) and having its registered office at – 4, Rai Gopal Sarkar Lane, Naya Bazar, Bhagalpur-812002, District - Bhagalpur through its Representative Mr. Alok Agrawal S/o Sri Mukut Dhari Agrawal residing at 4, Rai Gopal Sarkar Lane, Naya Bazar, Jagdishpur, Bhagalpur-812002, District - Bhagalpur, Nationality Indian, hereinafter called the Developer/Builder/Vendor of the (which expression shall, unless repugnant to the subject or context, mean and include its executors, administrators, representatives, successors and assigns) of the FIRST PART.

PAN-ABKFM8928N

Mobile – 9431213315

**IN FAVOUR OF**

**MR/MRS……, son/daughter/wife of……,**
resident of ……, P.O.- ……, P.S. - ……
District- ……, PIN……Nationality Indian, hereinafter referred to as the 'Purchaser' of the SECOND PART.

PAN - ……

Mobile - ……

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WHEREAS, the Builder/Developer is a Firm with the object of acquiring and developing land in accordance with the need of its Purchasers/members and doing construction of building/apartments and subsequently allotting them to interested persons.

AND WHEREAS, the Developer agreed to sell and the purchaser agreed to purchase ALL THAT Flat No. –..... more fully described in Second Schedule, more fully described in the Second Schedule hereunder and hereinafter referred to as the 'SAID UNIT' at and for an aggregate consideration of..... /- (Rupees ..... only ) But the stamp duty is being paid on the Govt. value of...../- (Rupees ..... only).

AND WHEREAS, the purchaser has paid the said entire consideration of ...../ (Rupees .....only). for the Flat etc. (fully described in Second Schedule of this deed), the receipt where of the vendor of the First part doth hereby as well as under the Memo of consideration set out hereunder admit and acknowledge and of and from the same and every part there of doth hereby acquit, release and forever discharge the Purchaser and/or the said unit hereunder conveyed and obtained possession of the said unit.

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

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. That in pursuance of the said Agreement and in consideration of the said aggregate sum of ...../- (Rupees ..... only). only paid by the purchaser to the vendor of the First Part on different dates ( the receipt where of the Vendor/Builder doth hereby as well as under the Memo of consideration set out hereunder admit and acknowledge and of

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and from the same and every part there of doth hereby acquit, release and forever discharge the purchaser and/or the said unit hereunder conveyed) the vendor doth hereby grant, transfer, convey, assign and assure unto the purchaser the said unit more fully described in the second schedule.

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

(a) The vendor is lawfully seized and possessed of the said unit and indefeasible estate of inheritance in free, simple in possession or an estate equivalent there to free from all attachments, encumbrances, liens, lis pendens whatsoever without any manner or condition of use or trust or other thing whatsoever to alter, defeat, encumber or make void the same AND the vender that now in itself good rightful power and absolute authority to grant, convey, transfer, sell, assure and assign the said unit hereunder hereby granted, conveyed, sold, transferred and assured or intended so to be unto and to the use of the said purchaser in the matter aforesaid.

(b) It shall be lawful for the purchaser, his her heirs or assigns from time to time and at all times hereafter to quietly enter into and upon the said unit hereby conveyed and transferred unto the purchased and every part thereof and to enjoy the said unit.

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

(d) The vendor and estate right, little and interest unto or upon the said unit hereby so conveyed and transferred unto the purchaser or any part thereof under or in trust for the vendor and at all times hereafter upon every reasonable request and

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cost of the purchaser make do acknowledge, execute, perfect all such further and other lawful and reasonable deeds, assurances, matters and things whatsoever for further and better and more perfectly assuring the said unit unto the purchaser in manner aforesaid as may be reasonable required.

3. PROVIDED ALWAYS it is hereby expressly agreed by and between the vender and the purchaser at that terms, conditions, stipulations covenants contained herein including the schedules hereunder shall prevail and have overriding effect not withstanding anything to the contrary contained in any other document exchanged by and between the parties hereto and the purchaser shall not be entitled to make claim or demand any compensation or damages from the vendor for any deviation or alteration in the terms, conditions, stipulations and covenants between the said Agreement for sale and these presents and the purchaser hereby waived all such rights, if any, in consideration of the terms, conditions, stipulations, and covenants contained in these presents.

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

(Morrisonganj Compound, Church Road, M.G. Path, P.S. Jogsar (Adampur), GPO, Khata 922, 833 & 834, Khasra part of 1387k, 1387kh, 1389, 1385, 1386, 1388 Nagar Nigam 1, Survey Ward 5 Adampur, Bhag Vartmaan 24, Page 84, 85, 93, 94, 95, 96 Municipal Ward 23, Holding 159, 160, 161, 162 Anchal Jagdishpur, Sub Registrar & District Bhagalpur in the name of Shri Gaurav Das, Smt Uttara Das, Shri Saurabh Kumar Das, Shri Subhankar Bagchi, Shri Shankar Bagchi, Smt Nandita Banerjee & Smt Bandita Chakraborty admeasuring approx. 15.203 decimal= 6610 sq feet on which xx SQft. Has been Sale)

**Boundary of the entire land :**

North: Morrisonganj Road
South: Vacant Land of Shyamsundar School
East: House of Nupur Sarkhel, Shashank Shekhar Das& Others
West: Krishnam Apartment

**Note :-** Govt. value is mentioned at **Code No.....** &

**Zone .....** of M.V.R. xx/-

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PARTNER

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

(Description of the said unit)

(i) All that Flat No. measuring xx sq.ft.

(..... square feet) built up area is bounded by :-

Boundary of the Flat:

North -

South -

East-

West-

Constructed on the said plot of land fully described in the First Schedule herein above referred to and comprising of the Following :-

Details Schedule of .....

1. Total Area of the Flat xx sq.ft.
2. Total Govt. value of the plot xx/-

Certified that Plot of this deed is free from all kinds of encumbrances, acquisition and requisition, liens, charges and attachments and also free from Khas Mahal, Gairmazarua, Ceiling, Bhoodan, Red Card, Kaiser-e-Hind, Religious Trust Board, Waqf Board and other kinds of Government land. If the said Flat / Shop is found effected, the vendor of this deed shall be liable and responsible for the same.

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IN WITNESS WHEREOF the parties hereto have hereunto s subscribed their respective hands in presence of the witnesses, on th_ day, month and year first above written.

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PARTNER

**WITNESSES :-**

1. .....

.....

.....

2. .....

.....

.....

Signature of the Vendor

Signature of the vendee