

(Absolute Sale-Flat)

Approved by Real Estate Regulatory Authority, Bihar vide its Registration No. _____.

THIS Deed of Absolute Sale executed on this the day of , 202... (two thousand twenty-.....) in the Christian Era at Patna.

BY

Name & Address of the Vendor:

M/s BALAJEE HOMES (Reg. No. PT-82388 Patna), a proprietorship firm, having its registered office at 601-602, Balajee Complex, Near Union Bank, Exhibition Road, Patna-800001, represented by its Proprietor Mr. Deepak Sagar (AADHAAR No. 4554 7492 9538) aged about 47 Years son of Late Rajendra Prasad, resident of Patna by Nationality—

Indian, hereinafter called the Developer/Builder/Promoter/
Vendor (which expression shall, unless repugnant to the
subject or context, mean and include its executors,
administrators, representatives, successors and assigns) of the
FIRST PART.

PAN- AIOPS7063F

GST- 10AIOPS7063F2Z5

Mobile- 9934770999

IN FAVOUR OF

Name & Address of the Vendee:

Mr./Mrs. aged about years
S/D/W/o resident of
....., P.S.-, P.O.-
....., District- in the State of
....., PIN, Nationality-Indian,
hereinafter referred to as the Purchaser/Vendee (which
expression shall, unless repugnant to the subject or context,
mean and include its heirs, executors, administrators,
successors and assigns) of the SECOND PART.

PAN-

AADHAR-

Mobile-

Nature of Deed: Deed of Absolute Sale.

Consideration Amount: Total consideration money of the
property Rs./- (Rupees
..... only).

Description of the property: All that **Flat No.** (...
Bedroom Flat) on **Floor** in **Block-...** of the project
“**DEO ENCLAVE**” which exclusively falls under the
Developer’s share i.e. Vendor having **total area of Sq.
Ft. / built-up area of Sq. Ft. (Carpet Area Sq.
Ft.)** with one **Car Parking Space No.** in basement of the
building and undivided proportionate share in land thereof
which shall comprise of Carpet Area of the unit, the

proportionate share of walls and columns, stair case, and landings of all the floors, common passage on each floors, lift landing, lift well, lift plant, installation room, lift room, tube well and water pump room, transformer, generator and common meter room, lobby etc. more fully described in Second Schedule of this Deed.

RECITAL

WHEREAS, the Builder/Developer is a proprietorship 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 property measuring an area of 16.27 Kathas (approx) equivalent to 22,158.56 square feet (equivalent to 50.879744 Decimals) situated at Mauza Sheikhpura, Mohalla Shastri Nagar, P.S Gardanibagh, District Patna, within the Jurisdiction of Sub Registry Office and Sadar Registry Office Patna, bearing Tauzi No. 5769, Thana No. 09, Khata No. 451 & 457, Plot No. 975 & 1435, Ward No. 04 more fully described in Schedule-I below is the ancestral property of the land owners. They are the absolute owner and in possession over all that piece and parcel of landed property, with right, title, interest with possession thereon and therein including all kinds of easement.

AND WHEREAS, the said landlords inherited the Schedule-I property from the mutual Family arrangement of Late Krishna Deo Prasad Singh, who is the father of the present landowner Mr. Mukesh Kumar Singh and father-in -law of Mrs. Sudha Singh.

That from the Genealogical Table it is evident that the Schedule-I property was purchased by four Sale Deed First two by Late Smt. Malti Singh, wife of Late Sri Krishna Deo Prasad Singh, mother of Mr. Mukesh Kumar Singh and

Mother-in-law of Mrs. Sudha Singh vide Deed No. 11752, dated 26.12.1975, measuring 15.5 Decimals and deed dated 25.07.1992, measuring 9.375 Decimals Registered at Patna Sadar Registry Office.

Secondly by one Ranveer Prasad Singh, son of Late Moti Prasad Singh, who was brother of Late Krishna Deo Prasad Singh, vide Deed No. 11801, dated 23.12.1971 Book No. 01, Pages from 536-540, Volume No. 25. Year measuring 13 Decimals, Registered at Patna Sadar Registry Office.

And, thirdly by Sri Lalit Narayan Singh, son of Late Ayodhya Prasad Singh, who was father of Late Smt. Malti Singh, vide Deed No. 5039, Sl. No. 5361, dated 22-6-1971, Book No. 01, pages from 413-418, Volume No. 82, Measuring 13 Decimals, Registered at Patna Sadar Registry Office.

All the above Deeds are registered at Patna Sadar Registry Office.

AND WHEREAS, later by mutual Family arrangements and exchange the above named landlords became the absolute owners of the Schedule-I property and thereafter they mutated their names before the Sirista of Circle Office, Patna vide its Jamabandi No. 2661/1, Bhag Wartman 29, Pristh Sankhya 3516 and paying rents in Sirista of Revenue Office, Patna, thus the present land owner inherited the property in question have been in physical possession of the first party having right, title and interest over the same and thus holding and enjoying over it as absolute owners.

AND WHEREAS, the land owners covenant that the aforesaid property is in their exclusive possession with absolute right, title and interest and the same is free from all encumbrances, debts, lien, charges and attachments and in marketable condition and have in themselves good right, full power and absolute authority and title to transfer in the whole or part of the said property owned and possessed the same and they

came and remained in peaceful physical and exclusive possession over the same as absolute owner.

AND WHEREAS, the land owners 1. Mukesh Kumar Singh son of late Krishna Deo Prasad Singh 2. Sudha Singh wife of Late Rakesh Kumar Singh both residents of 158, Lal Bahadur Shastri Nagar, P.O G.P.O, P.S Shastri Nagar, District Patna, of land measuring an area of 16.27 Kathas (approx) equivalent to 22,158.56 square feet (equivalent to 50.879744 Decimals) situated at Mauza Sheikhpura, Mohalla Shastri Nagar, P.S Gardanibagh, District Patna, within the Jurisdiction of Sub Registry Office and Sadar Registry Office Patna, bearing Tauzi No. 5769, Thana No. 09, Khata No. 451 & 457, Plot No. 975 & 1435, Ward No. 04 expressed their desire to give the abovementioned land on conversion to build an Apartment and after knowing their desire M/s BALAJEE HOMES having its registered office at 601-602, Balajee Complex, Exhibition Road, P.S. Gandhi Maidan, District Patna, Represented by its Proprietor Mr. Deepak Sagar son of Late Rajendra Prasad, resident of Patna “The Developer” approached them and entered into two separate **Registered Development Agreements** with the land owners **on 04.03.2017 as Deed No. 1729, Serial No. 1943 in Book No. 1, Volume No. 40, Pages 1 to 24, CD – 6, Token No. 2022/2017 for the Year 2017 & on 11.04.2018 as Deed No. 4031, Serial No. 4456 in Book No. 1, Volume No. 107, Pages 67 to 89, CD – 16, Token No. 4541/2018 for the Year 2018, which were Registered at District Registry Office Patna** and on the basis of the said Registered Development Agreements the land owner and developer will become entitled with 50% and 50% shares respectively in the newly constructed B+G+3 storied buildings on the aforesaid land known as **“DEO ENCLAVE” BLOCK-A & B.**

AND WHEREAS, The Said Land is earmarked for the purpose of building a residential project, comprising multi-storeyed apartment buildings and the said project shall be known

as **“DEO ENCLAVE” BLOCK-A & B.** Provided that where land is earmarked for any institutional development the same shall be used for those purposes only residential development shall be permitted unless it is a part of the plan approved by the competent authority.

AND WHEREAS, The Promoter has obtained the final layout plan / sanctioned plan and approvals for the Project and also for the apartment/building under section 314, of the Bihar Municipal Act-2007, from **Patna Municipal Corporation, Patna, vide its Plan Case No. P/SHEIKHPURA/PRN-B+G+3/376/2018 dated 09.11.2023/19.01.2024/25.05.2024** and the **Bihar Real Estate Regulatory Authority** has also granted Registration to develop the **Project- Deo Enclave (New Project) dated bearing Registration No.**

AND WHEREAS, building has been constructed over the land and share of the land owners and developer has already been distributed vide share division agreement executed on 01.03.2024. Several Flats and Car Parking Space has been allotted in the share of the developer/builder 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 owner of the total constructed area and common area including top terrace. Hence u/s 5 and others of The Bihar Apartment Ownership Act. 2006 Builder/Land Owner is entitled to sale/transfer his/her/their share as Absolute owner. The property hereby sold is allotted in the share of the Builder/Vendor and now the above-named vendor has full right to transfer the Flat etc. by way of sale to different purchaser/s on the ownership basis.

AND WHEREAS, the buyer taken inspection of the said documents and after becoming satisfied themselves about the right, title and interest of the Vendor over aforesaid land, flats, and parking spaces etc. entered into a registered agreement for

sale with the Builder/Vendor. Buyer is also aware of the fact that the Vendor Company has entered and/or entering into separate agreements with several other person and/or parties who are interested in acquiring flats and parking spaces etc.

AND WHEREAS, the buyer has also inspected and/or otherwise satisfied themselves about the building plans, approvals etc. of the said building and flat.

AND WHEREAS, the Developer agreed to sell and the purchaser agreed to purchase ALL THAT **Flat No. (...BHK Unit) on floor in Block-...** of the project “**DEO ENCLAVE**”, more fully described in Second Schedule and hereinafter referred to as the ‘SAID UNIT’ which exclusively falls under the developer’s share i.e., Vendor and the entire complex is developed by M/s Balajee Homes vide development agreement dated 04.03.2017 & 11.04.2018 having total **built-up area of square feet (Carpet Area square feet)** and one car parking at and for an aggregate consideration of **Rs./- (Rupees only)**. The Govt. value comes to **Rs./- (Rupees only)**. The stamp duty is being paid on **Rs./- (Rupees only)**.

AND WHEREAS, the purchaser has paid the said entire consideration of Rs./- (Rupees only) for the Flat etc. (fully described in Second Schedule of this deed), the receipt whereof 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 thereof 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 Rs./- (Rupees only) paid by the purchaser to the vendor of the First Part on different dates (the receipt whereof the Vendor/Builder 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 thereof 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 hereunder together with undivided share of interest in that part of the said plot which is directly beneath the said unit in the proportion which the said unit bears to all the units constructed or that might be constructed on the said part or portion of the said plot of land along with the right of access from the exit to the main road either directly and/or through gates, passage, stairways, landings, lobbies and common areas thereof including the right to use and enjoy in common with all other owners and occupiers for the time being of the other units in the said complex the benefits of all common areas and facilities described in the Third Schedule hereunder subject however to the terms, conditions and covenants contained in the Fourth Schedule hereunder on payment of all common and maintenance expenses mentioned in the Fifth Schedule hereunder TO HAVE AND TO HOLD the said Unit together with the proportionate interest in the land and the rights and facilities and subject to the terms, conditions and covenants as aforesaid unto and to the use and benefit of the purchaser absolutely free from all attachments, charges, encumbrances,

liens, lis pendens subject however to the conditions and covenants contained in the Fourth Schedule and liability to pay and contribute towards payment of:

(a) all taxes assessments (b) costs of repair, management and maintenance of the common areas and facilities of the said complex described in the Fifth Schedule hereunder.

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

(a) The vendor subject to the rights created in favour of the purchaser the said agreement for sale is lawfully seized and possessed of the said unit TOGETHER WITH the said proportionate undivided share of interest on the said portion of the land and right to use and enjoy all common areas and facilities for the perfect and indefeasible estate of inheritance in free, simple in possession or an estate equivalent thereto 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 that notwithstanding any act, deed, matter or thing whatsoever as aforesaid the vendor that now in itself good rightful power and absolute authority to grant, convey, transfer, sell, assure and assign the said unit together with the said undivided share or interest in the said portion of the land and right to use and enjoy all common areas and facilities mentioned in the Third Schedule 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 assignees from time to time and at all times hereafter to quietly enter into and upon the said unit hereby conveyed and transferred unto the purchaser and every part thereof and to enjoy the said unit TOGETHER WITH the rights in common areas and facilities mentioned in the Third Schedule hereunder

without any interruption claim or demand whatsoever by the vendor or any person or persons claiming through them or under or in trust for the vendor but subject to terms and stipulations contained in Fourth Schedule hereunder and on payment of proportionate common expenses mentioned in the Fifth Schedule hereunder.

(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 the 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 every person or persons having lawfully claiming and estate right, title 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 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. The purchaser doth hereby covenants with the vendor that the purchaser shall hold the said unit and the right and interest in common areas and facilities upon and subject to the terms and stipulations mentioned and contained in the Fourth schedule hereunder and make payment of the proportionate maintenance charges and common expenses mentioned in the fifth schedule hereunder including all Municipal rates and taxes payable over or in respect of the said unit and keep the vendor indemnified and harmless from or against any such claim or demand.

4. PROVIDED ALWAYS it is hereby expressly agreed by and between the vendor 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 the said Agreement for sale or 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.

5. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, Developers and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO: -

(Description of total land on which '**DEO ENCLAVE**' constructed)

All the piece and parcel of land measuring an area 16.27 Kathas (approx) equivalent to 22,158.56 square feet (equivalent to 50.879744 Decimals) of landed property, **situated at Mauza Sheikhpura**, Mohalla Shastri Nagar, P.S Gardanibagh, District Patna, within the Jurisdiction of Sub Registry Office and Sadar Registry Office Patna, bearing Tauzi No. 5769, Thana No. 09, **Khata No. 451 & 457, Plot No. 975 & 1435**, Ward No. 04 in the town and district of Patna under Patna Municipal Corporation, Patna which is bounded as follows: -

IT IS WORTH TO SAY THAT BOTH PLOT ARE AMALGAMATED HENCE BOUNDARY IS GIVE IN ONE HALKA

BOUNDARY

NORTH : Ram Sharan Roy
 SOUTH : B. N. Sinha
 EAST : 16 Feet Branch Road
 WEST : 20 Feet LBS Nagar Branch Road

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO: -

(Description of the said unit)

ALL THAT **Apartment/Flat No. on Floor (...BHK Unit)** having a **Built-up Area of Square Feet (Carpet Area Sq. Ft./Total Area Sq. Ft.)** in the building known as **BLOCK-...** in “**DEO ENCLAVE**” along with user right of common space in the apartment including the land owner’s share in Flats etc. will have proportionate share, right, title and interest over the land and bounded by: -

:- BOUNDARY OF THE FLAT :-

NORTH :
 SOUTH :
 EAST :
 WEST :

And Car Parking space no. in **Basement** of **Block-...** of the Residential Complex known as “**Deo Enclave**” Apartments constructed on the said plots of land fully described in the First Schedule herein above referred to and comprising of the following: -

(a) Carpet area comprised within the said unit. However, the roof of the said unit shall be used both as the roof of the

said unit as well as the floor of the unit or units constructed above it, similarly the floor of the said unit shall be used both as the floor of the said unit as well as the roof of the unit or units below it and the roof and the floor of the said unit shall belong jointly to the purchaser and the owners of other units directly above and under the said unit.

(b) The walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the purchaser and the owner or owners of the other unit or units.

(c) Undivided share and/or interest in that portion of the said plot of land which is directly beneath the said unit in the proportion which the said unit bears to all the units constructed or that might be constructed on the said part or portion of the said plot of land.

(d) The right of access from the exit to the main road either directly and/or through gates, passages, stairways, landings, lobbies and common areas.

(e) Right to use and enjoy all common areas in common with all other owners and occupiers of the said complex.

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO :-

1. All costs of maintenance, operation, repairs, replacing, white-washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts including the other of the project, parking space and boundary walls and that of generator, water pump, tube-well, Community hall and over head water tank, water pipe line, sewerages, rain water and/or soil pipes fire fighting instruments etc.

2. The salaries and other expenses for all persons employed for common purposes.

3. The Insurance Premium for insuring the project building against earthquake, fire, lightening, mob-violence, civil commotion etc., if insured.

4. Expenses for supplies of common utilities and payments of all charges and/or deposits for providing the H.T. Line and/or on any there account to P.E.S.U. and other authorities and/or organization.

5. Municipal and other rates and taxes and levies and all other outgoing save those which can not be separately assessed or incurred in respect of any unit.

6. Costs of establishment and operations of the Builder/ Association/Co-operative Society Private Limited, Company relating to common purposes.

7. All other expenses and outgoings as are deemed by the builder/Association/ Co-operative Society/ Private Limited Company to be necessary or incidental for replacement, renovation, painting and/or periodic repainting or repairing of the common parts.

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO:-

(a) Each Apartment is a separate residential unit which is transferable and heritable as such, but it shall not be partitioned or subdivided for any purpose whatsoever.

(b) Each Apartment owner, present or in future shall be entitled to an undivided interest in the common areas, land and facilities in the percentage expressed in the declaration to such Apartment.

(c) The common areas and facilities general and restricted shall remain undivided and no owner shall initiate any action for partition or division thereof so long as the property shall remain submitted to the provisions of the said Act.

(d) The percentage of the undivided interest in the general or restricted common areas and facilities, as expressed in the declaration, shall not be altered except with the consent of all the apartment owners expressed in an amended declaration duly executed and registered as provided in the said act.

(e) During the period the property remains subject to the said act, no encumbrance of any nature shall be created against the property, though such encumbrance may be created only against each apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment in the same manner as in relation to any other separate parcel of property subject to individual ownership.

(f) The percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned in the conveyance or other instruments.

(g) No apartment owner shall do anything which would be prejudicial to the soundness and safety of the property or reduce the value thereof or impair any easement or hereditament or shall add any material structure or execute any addition basement or cellar.

(h) No apartment owner shall sell, transfer or rent out his/her apartment for any other purpose other than those mentioned in the deed of apartment.

(i) For the purpose of effective administration of the property and for due maintenance, repair and replacement of the common areas and facilities, the apartment owner, shall strictly comply with the provisions of the said Act and the bye-laws made thereunder and shall pay their share of common expenses, as assessed by the association of apartment owners and on failure to comply with any such requirement shall be a proper ground for action for damages or for other relief or reliefs at the instances of the manager on behalf of association of apartment owners or in proper case by the association of Apartment owners.

THE FIFTH SCHEDULE HEREIN ABOVE REFERRED TO :-

(Common and 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 water in 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.
- (j) Insurance premium for insuring the Building against Earth quake, fire, lightening, mob violence, civil commotion etc. if insured.

RECEIPT & MEMOS OF CONSIDERATION

The vendor received the entire consideration as per details below:

Rs./- vide on

Rs./- vide on

CALCULATION OF VALUE (MVR)

Total Land of the Building	:	22,052.20 sq. ft.
Total Built-up Area	:	42,023.50 sq. ft.
Total Built-up Area of Flat No.	: sq. ft.
Undivided Proportionate share of Land	: sq. ft.
		(equiv. to decimal)
Value of Flat	:	Rs.

Cost of Undivided Proportionate

share of Land : Rs.

Cost of Car Parking : Rs.

Total Govt. Value : **Rs.**

Stamp Calculated on Rs. /-

Certified that land 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 land is found effected, the vendor of this deed shall be liable and responsible for the same.

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

WITNESSES:

.....
1. Mr. Deepak Sagar
(Proprietor)
M/s BALAJEE HOMES
PAN: AIOPS7063F
SIGNATURE OF THE VENDOR

.....
2. Mr./Mrs.
PAN:
SIGNATURE OF THE VENDEE

.....
DRAFTED BY
DEEPAK SAGAR