Ref : ..... Date : .....

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this ..... Day of February2018.

BETWEEN

M/s GHARANA ASSOCIATES Infra Promoter Pvt. Ltd., PAN-AAECG4273A a firm registered under the Company Act having its registered office at "Singh Niwas", South Church Road, P.S. Civil Lines, Dist - Gaya, through its Managing Director Sri Sanjay Kumar aged about 51 years S/o Sri Jhulan Prasad Singh Resident of "SINGH NIWAS" South Church Road, P.S - Civil Lines, Dist & Town - Gaya which terms and expressions shall unless excluded by or repugnant to the context shall be deemed to include his heirs, executors, successors-in-office, representatives, administrators and assigns of the FIRST PART (hereinafter called the DEVELOPERS/VENDOR).

AND

MR. AAAAaged about years S/o Sri BBBB resident of **Address**, Indian Citizen. Which expression shall unless repugnant to the context shall include his heirs, representatives administrators, successors in interest, executors, administrators and assigns of the SECOND PART (hereinafter called the VENDEE). PAN -

NATURE OF THE DEED :-

DEED OF ABSOLUTE SALE / CONVEYANCE

AMOUNT OF CONSIDERATION :-

Rs. **XXXX/-** (Rupees **In Words**) sale price.

- **Description of Property Convey**

That the Land Owner namely Mahboob Aziz Kazmi Son of late Azizur Rahman Kazmi & Naheed Kazmi Wife of late Masood kazmi alis Masood Aziz kazmi self and power of attorney holder (through Deed No: 827, Book No: 4, Vol No: 18, Page no: 484-494, Serial No: 15853 dated 04-12-2021 at district registry office Patna) of 1). Md Zeeshan Kazmi, 2). Ali Saad Kazmi , 3). Afraz Kazmi all sons late Masood kazmi alis Masood Aziz kazmi, are absolute and lawful owner of admeasuring 62.5 dismil, 27225 Sq. ft. of Plot No: 193 (Old), 3000/5654 (New) appertaining to Khata No: 118 (Old), 36 (New) Holding No: 138/166 (Old), 130,086 (New) at Ward No. 4/14-15 (Old) 25 (New), Survey Ward No: 18, Mauza: Murarpur, Thana No: 05, Mahalia - Karimganj, Delha, Gusalkhana Road, P.S. Civil Lines, in the district of Gaya. That the said property was acquired by Late Azizur Rahman Kazmi by two registered sale deed bearing deed no: 2244 dated 07-01-1966 and 2245 dated 02-03-1966 executed by Bibi Zubaida w/o G.M Ansari. That Azizur Rahman Kazmi had four sons namely 1).Masood Aziz Kazmi, 2). Mahboob Aziz Kazmi, 3). lrfan Kazmi and 4). Masoom Aziz Kazmi. That after due request formalities Azizur Rahman Kazmi gifted the property by oral heba on 01-01-1995 and memorized by swearing affidavit on 22-09-2007 and as such first party Masood Aziz Kazmi and Maboob Aziz Kazmi became absolute owner of the entire property. That lrfan Kazmi and Masoom Aziz Kazmi gave their consent to oral heba where Masood Aziz Kazmi and Maboob Aziz Kazmi became the absolute owner through affidavit dated 28-08-2013. That Masood Aziz Kazmi died on 24-11-2021 leaving behind his wife Naheed Kazmi and three sons namely Md. Zeeshan Kazmi, Ali Saad Kazmi and Afraz Kazmi. That all three son of Late Masood Aziz Kazmi gave power of attorney to their mother Naheed Kaz · through Deed No: 827, Book No: 4, Vol.No: 18, Serial No: 15853 dated 04-12-2021 at district. that in the new survey Khatiyan the property was m the name of Azizur Rahman Kazmi S/O Syed Md. Kazmi. After rent fixation case no: 19/2014-15 the property rent was fixed (Jamanadi no: 116) in the name of Masood Aziz Kazmi and Maboob Aziz Kazmi that the Land Owners absolutely seized and possess the land and are sufficiently entitled to the said premises.

Whereas, the Owners hereby covenant that the aforesaid property in their exclusive possession with absolute right, title and interest and at the same time is free fromall encumbrance, debts, liens, charges of attachments and is marketable condition and she has good right, full power and absolute authority and title to transfer the whole or part of the said property.

WHEREAS, the aforesaid Vendor the First Party is builder and its main object is to buy, sell, develop and deal in land and building including commercial and residential apartments and to carry on business of building

contractors for all types of construction for its respective buyers of their project.

AND WHEREAS, to achieve the above object the First Party entered into a Development Agreement with 1. **AAA** W/o **BBB** resident of **Address**(hereinafter referred to as the "LAND OWNERS) on dated **dd-mm-yyyy** which has been registered at the office of Registrar Gaya its Book no. 1, Volume no. XX, page no. xxx to xxx C.D. x, Deed no. xxxx in respect for their respective piece and parcel of land situated at **Address**, Ward no. x (old), xx (new), Survey ward no. x, municipal plot no. xxxx (old), xx (new), Khata no. xx, within the Municipal Corporation Gaya and under the jurisdiction of Sub-Registrar Gaya more fully described in Schedule-1 of this Sale Deed.

And whereas the Developer has got the plan duly approved by Gaya Municipal Corporation according to its Building Bye Laws, norms and rules sanction the map planned by M/S Gharana Associates Infra Promoter Pvt. Ltd. vide its letter No. xx/yyyy-yy accorded under section 37 (1) of the Bihar Regional Development Authority Act. 1982 and the Developer have constructed a multistoried residential building over the hereinafter mentioned property according to approved plan and specification known as **KAZMI SKYLINE GHARANA.**

AND WHEREAS, through Deeds of Development Agreement share of Land owners and Developer has been decided and according to said agreement the Developer has got several flats on different floors and parking space on ground floor in **KAZMI SKYLINE GHARANA.**

AND WHEREAS, according to the provisions of the Bihar Apartment Ownership Act 2006 vide section 5 (1) the builder is entitled to Sell/Transfer his own share as the Absolute owner and as the share of Builder and Land Owners has been decided the builder alone is entitled to sell his own share absolutely and land owner has no concern with the same.

Details of land owner share

Flat no - xxx xxx floor at xxxxxxxxxxxx

Flat No - xxx xxxx Floor at xxxxxxxxxxx

Flat no - xxx xxxxFloor at xxxxxxx

Parking - xxx parking spaces of land owner of minimum size xxxxx.

Details of Developer Share

Flat no - xxx floor

Flat no - xx floor

Parking - xxx parking space of Developer share of minimum size xx ft. x xx ft.

And whereas the buyer, Mr. **AAA** S/o Sri **BBB** was interested to purchase a residential flat and he inspected and/ or otherwise satisfied himself about right, title and interest of the vendor over such land.

AND WHEREAS the Vendor and the purchaser entered into a Agreement for sale and purchase of the Flat of Vendor and according to the said Agreement for sale of Flat No. xxx on First Floor and proportionate share of land xxx sq. ft. and one car parking space for total consideration of Rs. xx,xxxx/- (Rupees In Words) as full and final consideration amount of Flat No. xx on First Floor more fully described in second schedule mentioned below along with right of use of common area like stair case, corridors, passages way, water tank and other facilities and public utility whatsoever required for the said Flat and hereinafter referred to as the "SAID UNIT"

AND WHEREAS, the Purchasers has paid the said entire consideration amount worth Rs. xx,xx/- (Rupees In Words) for the Flat No. xxx on First Floor and its super built up area and other common facilities, more fully described in Schedule III below, the receipt whereof the Vendor of the First Part both 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 both hereby acquit, release and forever discharge the Purchase and /or the said unit hereunder conveyed and obtained possession of the said unit.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That is pursuance of the said Agreement and in consideration of the said aggregate sum of Rs. xx,xxxx/- (Rupees In Words) paid by Purchaser to the Vendor on different dates mentioned the receipt whereof the Vendor does admit and acknowledge and of and from the same and every part thereof does acquit, release and forever discharge the Purchaser and /or the said unit hereunder conveyed) the Vendor does 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 the 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 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 either 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 expense 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 heirs and assigns as follows :-

(a) The vendor subject to the right 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 indefensible estate of inheritance in free simple possession or an estate equivalent thereto free from all attachments, encumbrances, liens, lis pendens what-so-ever 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 had now in itself good right full power and absolute authority to grant, conveyed, sold, transferred and assured in the manner aforesaid.

(b) It shall be lawful for the purchasers, his/her/their 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 purchasers 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 lispendens and freely, clearly and absolutely acquired exonerated and release or otherwise by and at the cost and expenses of the Vendor well and sufficiently indemnified or 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 into the purchasers or any part thereof under or in trust for the Vendor and at all times hereafter upon every reasonable request and costs of purchaser make do acknowledge, executed, 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 unto the purchasers in manner aforesaid as may be reasonably required.

3. The purchasers does hereby covenants with the Vendor that the purchasers 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 and Vendor indemnified and harmless from or against any such claim or demand. PROVIDED ALWAYS it is hereby expressly agreed by and between the vendor and purchasers at that terms, conditions stipulations covenants contained herein including the Schedules hereunder shall prevail and have over riding effect not withstanding anything to the contrary contained in the said

Agreement for Sale or in any other documents exchanged by and between the parties hereto and the purchasers 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 waived all such rights, if any, in consideration of the terms, conditions, stipulations and covenants contained in these presents.

4. Purchaser will have full right to resale the transferred Flat or rent or lease, in which vendor will have no right to interfere or any objection.

THE FIRST SCHEDULED HEREIN ABOVE REFERRED TO:-

(Description of total land over which KAZMI SKYLINE GHARANA has been constructed.)

All that piece and parcel of land measuring an area of x.xx Decimals equivalent to xxxx Sq. Ft. (In Words Sq. Ft.) Situated at Address, Constructed over municipal plot no. xxxx (old), xxx (new) Khata no. xx (old) Ward no. x (old), xx (new), survey ward no. x, Holding no. xxx/xxx (old), xxx/xxxx (new) over which all the Flat owners of **'KAZMI SKYLINE GHARANA'** including proportionate share in common pool area and land in the said Apartment along with common space and user right of common space, which is bounded as follows:-

BOUNDARY

North - AA

South - BBB

East - CCC

West - DDD

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:-

(Description of the Unit hereby sold to purchaser)

1. All that Flat No. xxx on xxx Floor Flat Facing xx side in Project Name fully residential flat measuring total super built up area xxx Sq. Ft., carpet area xxx sq. ft. along with one reserved car parking space on ground floor at car parking area common space and user right of common space including proportionate share in common pool area land in the said Apartment namely **KAZMI SKYLINE GHARANA** constructed over admeasuring 62.5 dismal, 27225 Sq. ft. of Plot No: 193 (Old), 3000/5654 (New) appertaining to Khata No: 118 (Old), 36 (New)

Holding No: 138/166 (Old), 130,086 (New) at Ward No. 4/14-15 (Old) 25 (New), Survey Ward No: 18, Mauza: Murarpur, Thana No: 05, Mahalia - Karimganj, Delha, Gusalkhana Road, P.S. Civil Lines, in district of Gaya the Flat is bounded

North - xx

South - xx

East - xx

West - xx

Upper - xxx

Lower - xx

In the residential complex known as **KAZMI SKYLINE GHARANA** Constructed on the said plot of land fully described in the First Schedule herein above referred to and comprising of the following:-

(a) Carpet area comprise 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 unit constructed over it, similarly the floor the said unit shall be used as the roof of the unit of units below it and the roof and the floor of the said unit shall belong jointly to the purchasers 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 as the wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the purchasers 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 and 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, landing lobbies and common areas.

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

THE THIRDS SCHEDULE HEREIN ABOVE REFERRED TO :-

(Description of the Common portion and Areas)

(a) All common paths and passages, stairways, required for maintaining free movement from the exit of the said unit to the main road.

(b) The land of the Complex exclusivelypertaining to common areas and common paths.

(c) The foundation columns, girders, beams, supports, main walls boundary walls, of building.

(d) Portion of the complex to be utilized for common benefits of the servants of the owners/occupiers of the complex.

(e) All common parts, equipments, installations, fixtures, fittings and spaces in the side complex including tube wells, Drainage, Sewerage, pump house and all the apparatus and installations of for common use.

(f) Wiring and accessories for general lighting of the common portion and for water pump etc.

(g) Evacuation pipes, drains and sewers in the complex and from the complex to the Municipal Duct.

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO:-

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

1. The purchasers shall not use the said unit for storing, any combustible or inflammable goods or articles or for any illegal or immoral purposes.

2. The purchasers shall carry out all internal repairs in the said unit at his/ her/their own cost and expenses and maintain it in good condition, status and order and shall observe all the rules and bye-laws of the municipal Corporation and shall not do or suffer to do done anything in or upon said bye- laws of the corporation or any other local authority.

3. The purchaser shall keep the common area and the compound neat and clean and in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furniture, articles in the common space, entrances and staircases.

4. The purchaser shall not use the building in a manner which may cause inconvenience or annoyance to the owners or occupiers of other units in the building of the complex.

5. The purchasers shall indemnify and keep the Vendor indemnified and harmless from or against any claim or demand for payment or such Taxes, Duties and other liabilities which is required to be paid and discharged by the purchasers.

6. The purchasers agrees to observe and perform all rules, regulations and bye- laws of Owner's Association already been formed for maintenance and management of the building. The Purchasers agrees to make payment of his proportionate share of maintenance and common expenses as fixed by the Association.

7. The purchasers 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 it being agreed and declared that the interest of the purchasers in the said plot of land, building and the complex is impartible.

8. The purchasers shall not demolish or cause to be demolished any part or portion of the said unit or building or complex or make or cause to be made in any part thereof. the purchasers shall not make any addition or alteration in the said unit without the previous consent in writing of the vendor or in the Association or Managing Committee of the Apartment as the case may be.

9. The purchasers shall not use or permit user of the said unit in a manner which would diminish the utility of the common maintenance.

10. The said unit together with the undivided interest in the land and the right to use and enjoy the common areas and facilities shall constitute heritable and transferable property.

11. If at any future date the said complex is acquitted or requisitioned by the Govt. or any other competent Authority, the Purchasers shall be entitled to receive proportionate share of the total value or compensation to be received or recovered.

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 etc.

(b) Cost of maintaining water reservoirs and tanks in the ground floor and 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, Guard, 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 specially provided.

(J) Insurance premium for insuring the Building against Earth quake fire lightening, civil commotion etc. if insured.

PAYMENT SCHEDULE

Payment made at first time :- Rs. x,xx,xxx/-
on dated dd.mm.yyyy vide its cheque no.
0000xxBank Name, Gaya

Payment made at further advance :- Rs. xx,xx,xxx/-
on dated dd.mm.yyyvide its DD no.
xxxxBank Name, Gaya

Payment made at further advance :- Rs. x,xx,xxx/-
on dated dd.dd.yyyy vide UTR no.
AAAAAxxxxxxxxxxx

Total Rs. xx,xx,xxx/-

Detailed Schedule of PROJECT NAME Flat No. xxx on Address, ward no xx (new).

1.	Total Land of the Building	:	xxxx Sq. ft.
2.	Total Constructed area of the Building	:	xxxxSq.ft.
3.	Total super Built area of flat	:	xxxx Sq. ft.
4.	Total proportionate share of land	:	xxx.xx Sq. ft. x.xx Dec
5.	Total Value of Flat	:	Rs. xx,xx,xxx/-
6.	Total Value of proportionate Share in Land	:	Rs. xx,xx,xxx/-
7.	Total Value of Car Parking Space	:	Rs. xx,xxx/-
	Total		**Rs. xx,xx,xxx/-**

In witness whereof the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

Signed, Sealed and Delivered
By and within above named
Vendor _____

Signed, Seal and Delivered _____
by and within above named
Purchaser

In the presence of the witnesses below:

1.

2.

Drafted by :-

NazriNaksha

Address, ward no. x (old), xx (new), Survey ward no. x, Holding no. xxx/xxx as mentioned in sale deed after xxx/xxxx as mentioned in the current receipt being municipal plot no. xxxxx (old) and xxx (new), Khata no. xx, Area-xxx sq. ft., Flat no. xxxAnchal-Aaaaaa.

Vendor - M/s GHARANA ASSOCIATE Infra Promoters Pvt. Ltd., a firm registered under the Company Act having its registered office at "Singh Niwas", South Church Road, P.S. Civil Lines, Dist - Gaya, through its Managing Director Sri Sanjay Kumar S/o Sri Jhulan Prasad Singh

Vendee - Mr. AAAAA S/o Sri BBBBB

Vendor Signature **Vendee Signature**