

DEED OF ABSOLUTE SALE CUM CONVEYANCE

1. NAME & ADDRESS OF

VENDOR:

M/S LIMITED Patna,
Registered under The Companies Act,
1956, Registered office at -----

through its Managing Director-----
----- S/O -----
Resident of -----

----- Indian Citizen.

2. **NAME OF ADDRESS OF** 1. SRI -----, S/O- SRI

THE VENDEES: -----

Resident of -----

-----.

Indian Citizen.

3. **NAURE OF THE DEED:** ABSOLUTE SALE CUM CONVEYANCE
DEED.

4. **CONSIDERATION MONEY:** Rs. (Rupees:)

5. **DESCRIPTION OF THE** All that Flat No. ----- having a Super
PROPERTY SOLD UNDER **Carpet Area** of -----Sq. ft.
THIS DEED: along with One Car parking
Space No. -----Without any cost)
fully described in Schedule given below, on
Fourth floor of the buyilding commonly
known as "-----“ at -----

WHEREAS, previously the land on which the apartment
has been constructed belonged to Sri -----

WHEREAS, Sri ----- sold or/ made a Development agreement
their land measuring about -----Sq. ft. to M/s. -----
. vide a Registered Sale Deed /or agreement Deed No. ----- dated -----, fully
detailed in Book no. -----Vol no.-----, Pages ----- to -----, CD- -----

WHEREAS the owner is seized and possessed of or otherwise well and sufficiently
entitled to all that piece and parcel of land measuring about -----sq. ft. situated
and lying at . plot no.-----, Khata no. -----, Tauzi No.- -----, Ward No.- -----
Circle NO.- -----, Thana No.- -----, Mauza- -----, Mohalla- -----
----- P.S.- -----, Town & Distt.- -----within the Jurisdiction of Patna

Municipal corporation and under the Jurisdiction of District Sub-Registrar Sadar Registry Office, Patna more fully described in the schedule appearing at the foot of this indenture and hereinafter referred to as "the Land".

Boundary of the Building:-

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

WHEREAS M/s -----, a constructed a Multi Storied Complex over the said land under sanctioned Building Plan, by approved architect of PMC Patna. The building is now commonly known as-----

WHEREAS M/s ----- **Ltd.** is entitled to sale the property detailed in Col. No.-5.

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

THEREFORE THIS DEED FOR ABSOLUTE SALE CUM CONVEYANCE WITNESSE:-

WHEREAS the Vendor has agreed with the Vendees 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 vendees on dated----- for the same vide deed. no. -----, book no.-----, vil no. ----- Pages ----- to ----- . 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 tot he said property hereby conveyed belonging to or usually held, occupied or enjoyed hereunder of which the vendees have full knowledge which they accept. The Vendees have fully satisfied themselves about the property, which they are buying after persuing and examining all the relevant documents and the papers. The vendees have 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 land 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. ----- Ltd. and by the Managing committee constituted from amongst the members of the said "appt. ----- of which the said Flat is one unit.
3. That the vendees have to pay for common facilities, services, repairs and maintenance of the Appt.----- as determined by **M/S. -----**. **LTD.** directly or through the aforesaid "Managing Committee" of the said '**Appt.**----- 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 10th 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 of the Terms & Conditions of the Bye-Laws of **M/S -----**. **LTD.**, scheme of business resolved by the said **M/S -----** **LTD.** and the Rules and Regulations framed by the "Managing committee" of " **Appt.**-----" responsible for the common facilities, upkeep and maintenance of the said "**Appt.**-----".
5. That the Vendor has or may in future construct a structure on the terrace area to which he will have exclusive right. However, the Vendees will have right to the residential open terrace area alongwith all the other member of "**Appt.**-----".
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 own independent Electric connection from the 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.-----**
----. 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 has to obtain prior written permission from the Vendor 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 "**Appt.-----**", 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 difference 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 "**Appt.**-----" project.
20. That the Vendor has already delivered the possession of the said Flat NO. -----and one car Parking Space No. ----- 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 Director of **M/S.**-----
----- **LTD.**
22. That the Vendees have agreed to pay all the proportionate charge for common facilities, services, repairs, maintenance, development and up-keep of "**Appt.**-----" as determined by the Builder or through Managing Committee of the Appt. -----" project. But the minimum charge will be Rs. 1.5 per Sq.ft. of Builtup Area per month or the amount fixed by the Managing Committee time to time.

SCHEDULE

Flat No.- -----located on ----- floor of the building measuring about Carpet Area of ----- sq.ft. , in "**Appt.**-----" constructed over the land bearing . plot no.-----, Khata No.- -----, Tauzi no.- -----, Ward No.- -----, Circle No- -----, Thana No.- --- Mauza- -----, Mohalla----- P.s.- ----- town & Distt.- Patna within the Jurisdiction of Patna Municipal Corporation and under the Jurisdiction of District Sub-Registra Sadar Office, Patna. The flat is bounded as follows"-

Boundary of the flat ----- mentioned above:-

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

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Details of MRV Constructed Apartment Schedule for Registration
Purpose

Total Land of apartment	- -----Sq.ft.
Total Built-up Area of the Apartment	----- Sq. ft.
Proportionate Share of the Land	-----
Total Super Built-up Area of the flat	-----
Proportionate Share of the Land Value	-----
Value of the flat	-----
Car Parking Free	-----
Total	

This Deed of Absolute Sale Cum Conveyance is being signed on --
-----th Day of month----- 20---- in the presence of witnesses
mentioned below.

WITNESSES:-

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE VENDEE

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3.