

BRIEF PARTICULAR OF THE DEED OF ABSOLUTE SALE CUM

CONVEYANCE

Nature of Property	: -	Residential R.C.C. Structure
RERA Registration No.	: -
Mohalla /Village	: -	Maurya Bihar Colony, Transport Nagar, Patna
Type of Property	: -	Flat-.....
Number of Floor	: - Floor
Name of Property	: -	J. B. ENCLAVE
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 **KUMAR BUILDCON PVT. LTD** (CIN NO.U74200BR1987PTC002803), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **201, N.P. Centre, New Dak Bunglow Road, P.S.- Kotwali, Dist.- Patna - 800001** and its corporate office at **201, N.P. Centre, New Dak Bunglow Road, P.S.- Kotwali, Dist.- Patna - 800001**. (PAN-AAACK9902G), represented by one of its Director Sri Prakash Kumar, S/o Late Murali Prasad Sinha, (Aadhar No.- 4679-2890-1608), (Pan-AFPPK0555A) aged about 60 Years, Cast – Hindu, Profession-Business, resident of – Road No-12, Rajendra Nagar, Town & District-Patna-800020. Includes representatives, executors, receivers, administrators and assigns of BUILDER/DEVELOPER. **Mobile No- 9431011196**
2. **NAME AND ADDRESS OF THE VENDEES:**
1. **W/O** aged about Years having Aadhar No., PAN No.-..... Cast –, Profession-
2. **S/O** aged aboutYears having Aadhar No., PAN No.-..... Cast –, Profession-
- Both resident of – Village+ Post-, PS-, District-, Bihar- Indian Citizen. **Mobile No.**
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 “**J B ENCLAVE**” at Mohalla – **Maurya Vihar Colony, Transport Nagar, Patna**. Mentioned in schedule-I

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

Name of Land Owner	Deed No. and year	Details of Land	Area
SMT. BINA JHA, W/O SRI ASHOK KUMAR JHA	Deed No. 983, 984 of year 1977 & 5849 of 1981 and by Family Arrangement 26.09.2011	Mauza – Kumharar at Mohalla – Kumharar , Tauzi No. 189, Khata No. 326, Plot No. - 458, Survey Thana No. 12 , Thana Code No- 501, District- Patna	10344 Sq. ft.
SMT. GAYATRI SINGH alies SMT. PRAVAWATI, alies SMT. PRAVAWATI DEVI W/O SRI CHANDRAMADITYA SINGH	Deed No. 4683 of year 1981	Mauza – Kumharar at Mohalla – Kumharar , Tauzi No. 264, Khata No. 460, Plot No. - 468, Survey Thana No. 12 , Thana Code No- 501, District- Patna	5513.68 Sq. ft.

AND WHEREAS AND WHEREAS the aforesaid land was acquired by father of the present land owner, Late Gauri Shankar Pathak by three different deeds numbered as 983 Dated 16.04.1977, 984 Dated 16.04.1977 and 5849 Dated 29.07.1981. Late Gauri Shankar Pathak was mutated in the office of CO Patna and was paying rent and tax regularly. Late Gauri Shankar Pathak died on 05.07.2011, leaving behind the property in this deed along with other properties to his three daughters and one son namely Smt. Bina Jha (Land Owner), Smt. Nirjala Thakur, Smt. Punam Jha and Sri Rakesh Pathak.. The wife of Late Gauri Shankar Pathak had died during his lifetime. His three daughters and only son made a family arrangement on 26.09.2011 for the properties left behind Late Gauri Shankar Pathak. By the present land owner as per the family arrangement became the absolute owner of the property detailed in schedule-II. Smt. Bina Jha was also mutated in respect to the property detailed below and came in its exclusive possession over the same. She has got full power and authority to act as a owner regarding the said property

AND WHEREAS the land owner namely **SMT. GAYATRI SINGH alies SMT. PRAVAWATI, alies SMT. PRAVAWATI DEVI W/O SRI CHANDRAMADITYA**

SINGH acquired by the owner Vide Deed No. 4683 of year 1981. She came in possession of the land. She has been mutated in the office of Government of Bihar regularly. The owner covenants that the scheduled land is in her 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 -III of this agreement.

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

AND WHEREAS the above named persons Smt. Bina Jha entered into a Registered Development Agreement dated 24.04.2012 at Patna vide Deed No-14600, Token No.- 16122/2012, Book No.1, Volume No. 259 pages 32 to 45 in CD No. 41 of 2012 & Smt. Gayatri Singh alias Smt. Pravawati Devi entered into a Registered Development Agreement dated 05.12.2011 at Patna vide Deed No-28790, Token No.- 35631/2011, Book No.1, Volume No. 497 pages 559 to 572 in CD No. 14 of 2011 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.

WHREAS, the developer has acquired total land under development agreement is about 812.25 Sq. Meter for the present project, commonly named as “**J B ENCLAVE**”.

WHEREAS, after acquiring total land the Developer, they prepared a composite plan over the entire land measuring about 1473.76 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. KUMAR BUILDCON PVT. LTD.** as per the Development Agreement. **M/S. KUMAR BUILDCON 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. KUMAR BUILDCON 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. Kumar Buildcon Pvt. Ltd. and by the Managing Committee constituted from amongst the members of the said **“SINGHESWARAM”** of which they said Flat is one unit.
3. That the vendees have to pay for common facilities, services, repairs and maintenance of the **“J B ENCLAVE”** as determined by **M/s. KUMAR BUILDCON PVT. LTD.,** directly or through the aforesaid **“Managing Committee”** of the said **“J B ENCLAVE”** 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 Terms & Conditions of the Bye-Laws of **M/S KUMAR BUILDCON PVT. LTD.**, scheme of business resolved by the said **M/s KUMAR BUILDCON PVT. LTD.** and the Rules and Regulations framed by the “Managing Committee” of “**J B ENCLAVE**” responsible for the common facilities, upkeep and maintenance of the said “**J B ENCLAVE**”.
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 KUMAR BUILDCON 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 “**J B ENCLAVE**” 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 “**J B ENCLAVE**” 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 “**J B ENCLAVE**” as determined by the Builder or through Managing Committee of the “**J B ENCLAVE**” project. But the minimum charges will be Rs. 1/- 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 common pool i.e. Lift, Corridors, Staircases, Car Parking Space, of the building and wall area in “**J B ENCLAVE**”, constructed over land measuring 36.41 decimal more or less equivalent to 15857.68 Sq. ft. Situated and lying at Mauza – Kumharar at Mohalla – Kumharar , Tauzi No. 189 & 264, Khata No. 326 & 460, Plot No. – 458 & 468, Survey Thana No. 12, Thana Code No- 501, District- Patna which is within the limit of Patna Municipal Corporation and under jurisdiction of District sub Registrar Patna. Registry Office Patna City and bounded as follows :-

North : Smt. Subhago Devi
South : Sri Chandrama Singh
East : Branch Road & Jitu Matho
West : Part of Plot No. 458 & 468

Boundary of the Flat No-

North -
South -
East-
West-

SCHEDULE 'I'

All that piece and parcel of land measuring 07 Khata 12 dhur more or less equivalent to 10344 Sq.ft. Situated and lying at Mauza – Kumharar at Mohalla – Kumharar , Tauzi No. 189, Khata No. 326, Plot No. - 458, Survey Thana No. 12 , Thana Code No- 501, District- Patna which is within the limit of Patna Municipal Corporation and under

jurisdiction of District sub Registrar Patna. Registry Office Patna City and bounded as follows:-

North : Smt Pravawati
South : Chandrama Singh
East : Branch Road
West : Part of Plot No. 458

SCHEDULE 'II'

All that piece and parcel of land measuring 12.66 decimal more or less equivalent to 5513.68 Sq.ft. Situated and lying at Mauza – Kumharar at Mohalla – Kumharar , Tauzi No. 264, Khata No. 460, Plot No. - 468, Survey Thana No. 12 , Thana Code No- 501, District- Patna which is within the limit of Patna Municipal Corporation and under jurisdiction of District sub Registrar Patna. Registry Office Patna City and bounded as follows :-

North : Smt. Subhago Devi
South : Part Plot of 458 & 459
East : Jitu Matho
West : Part of Plot No. 468

Details of MRV Constructed Apartment Schedule for Registration Purpose

Land Area of Apartment	- 15857.66 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	-/-
Total	-/-

Details of Payment

SI No.	Date	Mode of Payment	Flat Amount
1.
2.
3.
TOTAL		

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.

SIGNATURE OF THE VENDEE 2