

"OM"
ABSOLUTE SALE DEED

1. NAME OF THE VENDOR:-

..... through its ~~is~~ partners
namely (hereinafter
referred to as the VENDOR/ BUILDER) hereinafter called the vendor (which expression shall
unless repugnant to the context shall mean and include his/her/their heirs, executors,
administrators and Legal representative, assignees and successors-in-interest, by faith Hindu,
Indian Citizen.

I.T. PAN-

M. No.

2. NAME OF THE VENDEES:-

hereinafter referred to Vendees/Purchasers, Which expression shall context be deemed to
include his/her/their heirs, successors, administrators, legal representatives, assignees of the other
part, by faith Hindu, an Indian Citizen.

PAN-

M. No.

3. NATURE OF DEED:- DEED OF ABSOLUTE SALE/CONVEYANCE.

4. CONSIDERATION AMOUNT:

Rs. only.

5. DESCRIPTION OF THE PROPERTY:

All that Residential Flat No..... on floor in, measuring an area of Sq.ft. super built-up area and a reserved car parking space bearing No. (TBA) on ground floor along with the proportionate share in common area and having proportionate undivided share in the total land measuring sq.ft. constructed in, situated in Mauza -, present Mohalla, P.S. -, Sub Registry Office and Sadar Registry Office and District Patna bearing Thana No., Thana Code, Tauzi No., Khata No., Survey Plot No. Part.

BOUNDARY

North:-

South:-

East :-

West :-

THIS DEED OF ABSOLUTE SALE/CONVEYANCE is made and duly executed at Patna on this day of in the Christian era of 2018.

BETWEEN

The aforesaid hereinafter referred to as the 'Vendor of the First Part.

AND

The aforesaid hereinafter referred to as the "Vendees/purchasers of the Second Part.

WHEREAS, the above name landowner is the absolute owner and hold and have the exclusive possession over Sq.ft. approximately as Individual status.

WHEREAS, the above named landowner was desirous of constructing a multistoried building complex over the aforesaid land and acquiring built up area in the shape of residential flats as consideration for the value of land of their aforesaid property.

WHEREAS as per the said development agreement, it was agreed between the developer/vendor and the land owners that the builder/vendor would construct a multistoried building complex over the aforesaid land at its own cost and expenses and the land owners and the builder/vendor would have absolute right, title and interest over their respective shares.

WHEREAS, the builder/vendor got the building plan approved from the, Patna vide Plan Case No. - on dated and constructed a multistoried building complex namely '....., over the aforesaid land.

WHEREAS, as per the said Development agreement on, the said flat, fully described in Column 5 of this deed, fell into the share of the vendor/developer, and he is free to sell or transfer the same to the intending purchasers.

WHEREAS, the Vendees/purchasers were interested to purchase the said flat in question, and for that they approached the Vendor and requested him to sell the aforesaid flat. The vendor considered the request of the vendees and agreed to sell the flat in question to the vendees, it was

decided between the parties that the cost of the aforesaid flat is fixed at Rs. only and on the vendor and the vendees entered into an agreement for sale. The vendees have paid the total consideration amount to the vendor as per the following schedule.

Name of the Bank	Cheque No.	Date	<u>Particulars/Mode of payment</u>
			Amount

WHEREAS, after receipt of the full consideration money, the vendor handed over the vacant possession of the aforesaid property, fully described in column 5 of this deed, and since then the vendees are in actual physical possession over the aforesaid property as owner of the flat.

WHEREAS, on receipt of the full consideration money as detailed above, the vendor hereby grant, convey and transfer by way of sale, all their right, title and interest in the said property absolutely in favour of the vendees 'To have and hold' the same for ever. Now all the right, title and interest of the vendor have passed in to and has become and vested in the purchasers as absolute owner.

And Whereas the vendor hereby accept the title and possession of the purchasers of the said vended property and the purchasers are entitled to utilize the same according to their choice and convenience subject to the following conditions:-

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-

(1) That the aforesaid super built-up area of sq.ft. is more or less inclusive of the carpet area of the said flat alongwith the area of walls and columns driveways, lobby, the proportionate area of the common area such as staircase, corridor, guard room, common toilet, generator room, machine room, reception area, septic tank, water tank, etc. and the common utilization area in the said building.

(1) a. That the roof of the said flat shall be used both as the roof of the said flat as well as the floor of the flat or flats constructed over it. Similarly the floor of the said flat shall be used as the floor of the said flat as well as the roof of the flat or flats below it and the roof and the floor of the said flat shall jointly belong to the vendees and the owners of the other flats, directly above and below.

(1) b. Area of the walls and column, if any within and outside the said flat, save the wall or walls and column or columns separating the said flat from the other flat or flats on the same floor in which case 50% area of such common walls and columns shall be take into account.

(1) c. Proportionate share in the common areas in the said building like staircase on all floors including Mumty, staircase landings on all the floors, common electrical meter room, common passage and lobby on all floor etc. as well as tube well and water pump room and all common service etc. in the said complex and any other built-up area in the complex which has not been exclusively sold to any purchasers.

- (2) That the Vendees shall have no exclusive right, title or interest of any nature, whatsoever, in the said save the right of ingress, outgress, right of easement, common right of use and enjoyment.
- (3) That the vendees shall not use the said flat for any purpose other than for residential purpose for which the said flat is being acquired by him. The vendees shall keep the common areas the compound of the said building complex neat and clean and in proper condition and shall not use the same or the said flat for any illegal purpose or in any manner which may cause annoyance to the purchasers of other flats in the said building complex.
- (4) That in case of any natural calamity or any other causes which damages the flat in question either in part or fully, the flat shall be rebuilt by the vendees and the vendor shall not be responsible for such damage.
- (5) That the vendees shall pay the municipal tax, service tax and other tax liable to be paid for occupation of the flat, the vendees shall also pay the increased tax, which is fixed by the local authorities from time to time.
- (6) That if the building becomes inhabitable and is subsequently demolished, the vendees as owner of the said flat shall always, have proportionate share, right, title and interest over the aforesaid land on which the said building complex, has been constructed (the word proportionate used in these presents shall always mean the proportion which the super built-up area of the vendees's flat as given in column 5 above bears to the total sum of super built-up area of all flats in the said building).
- (7) The covenants herein contained shall be legally binding and enforceable against any occupier of the said flat as part of the terms and conditions between vendees and the said occupier. The maintenance charges shall be paid to the said management committee and/or the owner's Association directly by the occupier when so demanded.
- (8) The vendees shall abide by the rules and regulations and the bye-laws of the said management committee and/or the owner's Association and pay for and discharge and satisfy all calls, demands, contributions and dues which the management committee and/or the owners Association may hereinafter make in respect of the said flat and or the said property. It is made clear to the vendees that there will be only one management committee or the Owner Association.
- (9) That the Vendees shall have absolute right, title, interest share and possession whatsoever in respect of the said flat and car parking space fully described in column 5 above and shall be entitled to deal the said Flat in future in any manner whatsoever he deems fit and proper including sale, mortgage, gift, will, lease or transfer the same to any person or persons whosoever.
- (10) That the vendees covenants with the vendor and the landowners, that the vendees got the flat in order and to his full satisfaction and as per the terms and conditions and specification of the Agreement for sale. The vendor undertakes that they shall have no claims against the vendor and the landowners after the registry of the said property/flat on any account whatsoever.
- (11) WHEREAS, the said vendor hereby admits, confirms and acknowledge to have received the entire consideration money of Rs. only from the aforesaid vendees and thereby nothing stands due against the said vendees. Therefore, the said vendor in person hereby execute this deed of conveyance in favour of the vendees.
- (12) WHEREAS, the vendor hereby declare and confirm to the said vendees in respect to the said property mentioned in column 5 of this deed that they had never entered into any agreement for sale or executed any sale deed, lease deed in the name of any person or persons nor she had pledged or mortgaged the same with any financial institution by deposit of the original

agreement for sale prior to execution of this deed of agreement for sale and hence the property in question is free from all encumbrances, charge, liens, attachment acquisition and defects.

(13) WHEREAS, the purchasers/vendees has inspected and examined the documents relating to the ownership of the property having satisfied himself that the aforesaid landowners and vendor are the absolute owners of the aforesaid property and the right and interest of the "Owner" to sale the own share of aforesaid building namely ".....".

(14) WHEREAS, the vendor hereby states that they have good and perfect title to convey the aforesaid property mentioned in column no. 5 of this deed to the said vendees and shall hereinafter peacefully hold posses and enjoy the same as their own property without any claim, hindrances or interruptions from the vendor or any persons claiming through or under them. And hence the vendees shall be sufficiently entitled to get their name mutated in Government authority or any other place or places where the vendees deem fit and proper in connection with the aforementioned property of this deed.

IN WITNESS WHEREOF, the aforesaid vendor, executed this deed of conveyance/sale with his own pen as true and absolute owner of the said property fully mentioned in column 5 of this deed being sound and healthy state of their mind and body without any undue pressure, coercion or inducement from any one and after receipt of the full consideration money in connection with the sale and transfer of aforesaid property in favour of the said vendees, in presence of undersigned witnesses on the date, month and year first above mentioned.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO :-

(Description of total land on which '.....',- Residential Complex has been constructed).

ALL THAT piece and parcel of land measuring an area sq.ft situated in Mauza -, present Mohalla, P.S. -, Sub Registry Office and Sadar Registry Office and District Patna bearing Thana No., Thana Code, Tauzi No., Khata No., Survey Plot No. Part.

BOUNDARY

North:-

South:-

East :-

West :-

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:-

(Description of the said Flat and Car Parking Space)

All that Residential Flat No..... on floor in, measuring an area of Sq.ft. super built-up area and a reserved car parking space bearing No. (TBA) on ground floor along with the proportionate share in common area and having proportionate undivided share in the total land measuring sq.ft. constructed in, situated in Mauza -, present Mohalla, P.S. -, Sub Registry Office and Sadar Registry Office and District Patna bearing Thana No., Thana Code, Tauzi No., Khata No., Survey Plot No. Part.

BOUNDARY

North:-

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

&

Covered Car Parking Space No. – (TBA) on the ground floor in the Complex known as “.....”, 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 flat. However the floor of the said flat shall be used both as the roof of the said flat as well as the floor of the terrace for common use constructed above it, similarly the floor of the said flat shall be used both as the floor of the said flat as well as the roof of the said flat or flats below it and the roof and the roof of the said flat shall belong jointly to the purchasers and the owners of other flats directly above and under the said flat.
- (b) The wall and columns, if any, within and outside the said flat save the wall or walls separating the said flat from other flat or flats on the same floor shall jointly belong to the purchasers and the owner or owners of the other flat or Flats.
- (c) Undivided share and/or interest in that portion of the said plot of land which is directly beneath the said flat in the proportion, which the said flat bears to all the flats, 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:-

(Description of the common portion and areas)

- (a) All common paths and passages required for maintaining free movement from the exit of the said flat to the main road.
- (b) The land of the Complex exclusively pertaining to common areas and common paths.
- (c) The foundation columns, beams, supports, main walls, boundary walls, main gates, fire escapes, entrance and exists of the 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 space in the said complex including staircase, corridor, guard room, common toilet, tube wells, generators, machine room, reception area, septic tank, water tank, drainage, sewerage, pump house and all the apparatus and installations for common use.
- (f) Wiring and accessories for general lighting of the common portion and for operating lifts, water pump etc.
- (g) Evacuation pipes, drains and sewers in the Complex and from the complex to the Municipal Duct.
- (h) There will be only one Owner's Association for Owner's Association and it will be mandatory/ binding on the residents of the said building to be a member of this Owner's Association.

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO:-

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

1. The purchasers shall not use the said flat for any business or commercial purpose and shall not also use the same as a warehouse for stocking or 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 Flat at his own cost and expenses and maintain it in good condition, state and order and shall observe all the rules and bye-laws of the Municipal Corporation and shall not do or suffer to be done anything in or upon said Flat which may be against the rules and bye-laws of the corporation or any other local authority.
3. The purchasers shall keep the common area and the compound of the said building and complex neat and clean and in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furnitures, articles in the common spaces, entrances, stair cases.
4. The purchasers shall not use the building in a manner which may cause inconvenience or annoyance to the owners or occupiers of other Flats in the building or the Complex.
5. In case any Sales Tax, purchase tax or any other Government Duty or tax (not being Income Tax) is payable in relation to the said Flat, the same shall be on the account of the purchasers and the purchasers hereby agree to make payment of such taxes and duties.
6. In the event the vendor is compelled to make payment of any such tax or duty or any other claim or demand which is required to be paid and/or discharged by the purchasers in that event, the purchasers shall reimburse the vendor with the amount paid by the vendor to the authorities concerned within a period of 30 days from the date demand by the vendor upon the purchasers and in default, the purchasers shall be liable to make payment of interest at the rate of 21% per annum.
7. The purchasers shall indemnify and keep the vendor indemnified and harmless from or against any claim or demand for payment of such taxes, duties and other liabilities which is required to be paid and discharged by the purchasers.
8. The purchasers agree to observe and perform all rules, regulations and byelaws of Owner's Association already formed for maintenance and management of the building. The purchasers agree to make payment of his proportionate share of maintenance and common expenses as fixed by the Association.
9. 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.
10. The purchasers shall not demolish or cause to be demolished any part or portion of the said Flat or building or complex or make or cause to be made any new construction of whatsoever nature in such complex or in the said building or in any part thereof. The purchasers shall not make any addition or alteration in the said Flat without the previous consent in writing of the vendor or the Association or managing Committee of the Apartment as the case may be.
11. The purchasers shall not use or permit user of the said flat in a manner, which would diminish the utility of the common maintenance.
12. The said flat 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.
13. If at any future date the said complex is acquired 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 in respect of the said flat only.

THE FIFTH SCHEDULE HEREIN ABOVE REFERRED TO:-

(Common and Maintenance Expenses to be paid by the purchasers)

- (a) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, common water supply line.
- (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 sidewalls 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, 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.

DETAILS SCHEDULE OF

- | | | | |
|----|---|------|--------------|
| 1. | Total land of the Building | - | sq.ft. |
| 2. | Total Constructed (S.B.) area of the Building | - | sq.ft. |
| 3. | Total S.B. area of the Flat – | | sq.ft. |
| 4. | Total Proportionate share of the land to the Vendees- | | |
| | | i.e. | |
| 5. | Total value of the Flat – | Rs. | |
| 6. | Total value of Proportionate share of the land- | Rs. | |
| 7. | Total Cost of Car parking Space | - | <u>Rs</u> |

Witnesses:

1.

Signature of the Vendor

2.

Signature of the Vendees

Typed By:-

(Arun Kumar)
Collectorate, Patna.

AGREEMENT FOR SALE

This indenture executed this the Day of, the Christian year of two thousand Seventeen.

BETWEEN

AMBEY BHAWANI CONSTRUCTION PVT. LTD. a company incorporated under the companies Act, 1956 having its Registered Office at

District Patna (Bihar) hereinafter referred to as the (which terms expression shall unless it be repugnant to the context of meaning thereof, means and include its administrators successors in flat and assigns) hereinafter called the Vendor and also the FIRST PART.

AND

..... hereinafter referred to as 'BUYER' (Which expression unless it be repugnant to the context to meaning thereof shall mean and include his legal heirs representation administrators successors and assigns) hereinafter called the Buyer and also the SECOND PART.

Description of the Property:-

All the right, title and interest with possession of Flat No..... on the floor in the building known as having a super built up area of sq.ft. along with undivided share in the land described on the last page of this agreement including all amenities fitting and fixture and one car parking space on ground floor, situated at Mauza -, Mohalla-, Thana-, Sub & Sadar Registry Office & District Patna. The land bears Plot No., Tauzi No., Khata No., Thana No., Thana Code- within the jurisdiction of Patna Regional Development Authority (now dissolved) PMC bounded as follows :-

Boundary of the Flat No.....

North -

Sout -

East -

West -

WHEREAS, the land owners namely has entered into a Development Agreement with AMBEY BHAWANI CONSTRUCTION PVT. LTD. PATNA on, vide Book No. 1, Volume No., Pages to, CD-....., Token No.

....., Deed No., which was registered Sub and Sadar Registration Office Patna for the development of the above land. The Developer/Vendor have developed and constructed a G+4 Residential building at their own cost in the name and style of, comprising several residential flats over the said land.

AND WHEREAS, Patna Regional Development Authority has accorded permission for construction of the Residential Apartment/Building and now a new building has been constructed on the said land by AMBEY BHAWANI CONSTRUCTION PVT. LTD. PATNA, in the name and style of hereinafter referred to as the 'BUILDING' comprising several residential flats. In lieu of the development cost, the Developer/Builder are entitled to get 50% of the total constructed area whereas 50% of the constructed area was to be given to the Landowners. Hence as per u/s 5 and others of The Bihar Apartment Ownership Act, 2006 Builder is entitled to sale/transfer his share as Absolute owner. The property hereby sold is allotted in the share of the Developer. And now the above named Developer / Builder has full right to transfer the Flat etc. by way of sale to different purchaser's on the ownership basis.

AND WHEREAS, at the request of the Second Part above named, the Builder/Developer fully mentioned in column no. 1 above, have agreed to sell the Residential Flat No....., on the floor of the building fully described in column no. 5 of this sale deed.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-

That in pursuance of the agreement and in consideration of the aforesaid Flat No..... measuring sq.ft. of super built up area with the undivided proportionate share in the land and the common passage/space/assets in the building known as "....." situated at Mauza -, Mohalla- Thana-, District Patna, the first party will we paid full consideration money of Rs. only with parking to the Builder/Developer.

That the Builder hereby agrees and covenant with the Buyers/Builder as follows:-

That the aforesaid super built up area is including of the Carpet area of the said flat along with the area of walls, and columns as explained herein, which shall be the exclusive property of the First Part and undivided share in the common utility area in the building like staircase, staircase landing, tube-well, electrical common meter room, common passage of the same and lobby on the ground floor, common Guard room, office of the society and Generator room on the ground floor which shall be the joint property of all the Buyers/Purchasers including the First Part in the said building.

That roof and floor of the said flat shall jointly belong to the First Part and the purchaser of the flats above and below of the said flat. That apart from the common walls and columns

which shall jointly belong to the purchaser and the owner or owners of the adjoining flat, the entire internal walls shall belong to the purchasers.

That the First Part agree to be a member of the society, if any framed, jointly by Builder for the administration and maintenance of Apartment and its common area and facilities at the said Apartment and further agrees to sign and execute all papers, documents and applications, bye laws, rules and regulations as may be necessary or required for formation and/or registration of such society and further agrees to abide by the rules and the regulations, and bye laws of such society/ maintenance committee to be framed by either Builder or the members of the said apartment.

That the al government taxes will be paid by the vendee or legal heirs and cancellation charge Rs. 2% of the total cost of the flats will be paid by the vendee or legal heirs.

That the vendor do hereby stipulate, agree, covenant and assure the said First Part that the property sold, conveyed and transferred hereby to him, is free from all encumbrances and defect of title and in case of this assurance of the vendor is found incorrect and if the title to the property hereby sold, conveyed and transferred be found defective in any manner the vendor do hereby further agree to keep the First Part indemnified against all losses, damages, costs and expenses besides interest which they said First Part may sustain due to legal claim or demand being made by and one who-so-ever he may be to the property sole, conveyed and transferred hereby.

PART

OF THE SCHEDULE 'A' ABOVE REFERRED TO

The total amount Rs. only of the sq.ft. (approx.) only as mentioned in part-I of the scheduled 'A' here in above will be paid by the buyer to the company in installment as follows :-

Payment Schedule:-

- | | |
|------------------------------------|-----|
| 1. At the time of Booking amount - | Rs. |
| through Bank cheque & Cash | |
| Balance due - | Rs. |

Witnesses:

Signature of the Builder

1.

Signature of the Buyer