

CONVEYANCE DEED

THIS Deed of Absolute Sale executed on this the th day of, 2018.

BY

1.NAME AND ADDRESS OF THE VENDOR/DEVELOPER :-

SAI RAM REAL ESTATE PVT. LTD. through its Director SRI SURENDRA KUMAR S/o Late Janardan Prasad Singh having its registered office at having its registered office at Indrasan, 1st Floor, Mitra Vihar Colony, West Boring Canal Road(Near petrol Pump), Patna Corp. Office – Shashi Kala Enclave, 201, 2nd Floor, East of Atlantis Hospital, I.A.S Colony, Rupaspur, Bailey Road Patna in the State of Bihar, Indian Citizen, hereinafter referred to as the **“VENDOR/DEVELOPER”** which expression shall unless repugnant to the context or meaning there to mean and include its executors, administrators, legal representatives successor/s in office and/or assigns of the ONE PART. **Mobile No.9262548665, PAN :AAUCS0717K.**

2. NAME & ADDRESS OF THE VENDEE / BUYER/PURCHASER:-

....., in the State of Bihar,
Indian Citizen, hereinafter called the **VENDEE / BUYER / PURCHASER** which
expression unless repugnant to the Context shall mean and include her/his heirs,
executors, administrators, legal representatives, assignees and successors-in-
interest of the OTHER PART. **PAN :-**.....

3. NATURE OF THE DEED :-
DEED OF ABSOLUTE SALE.

4. CONSIDERATION AMOUNT :-

Rs...../- (.....)only.

5. DESCRIPTION OF THE PROPERTY HEREBY CONVEYED :-

All that piece and parcel of Flat No-..... on the Floor measuring
an area of approx Sq.ft. Super built up area built up area
and.....carpet area along with One reserved Car-parking Space on
Ground Floor of the building known as "SAI PALACE", Situated at Mohalla-
Adampur , Mauza-Lakhanibigha, at present P.S.-Danapur, Thana No.41, ,
Khata No.118,40, Survey Plot No.1530,1531,1532, and undivided,
proportionate share in the land and common assets and common area including
all amenities, fittings and fixtures within the limit of Danapur Nagar Parishad
Authority under jurisdiction of District Sub Registration Offices Patna and Sub
Registration Offices Danaur, and bounded as follows:-

BOUNDARY OF THE FLAT No.....:-

NORTH:-

SOUTH:-

EAST :-

WEST :-

BOUNDARY OF LAND/APARTMENT:-

NORTH :- Shree bhagwan Choudhary

SOUTH :-Shree Basudev Chaudhary

EAST :-Private lane & Plot no. 1527

WEST :-Canal & Road

RECITALS

AND WHEREAS the aforesaid owner bought the aforesaid property vide registered Deed No.6402, Dated-26-06-2014, registered at Sub Registrar office Danapur and thereafter the aforesaid owners are seized and possessed of and are owner of or otherwise were and are sufficiently entitled to the free hold land measuring an area of approx. Sq.ft., Situated at Mohalla- Adampur Road, Mauza-Lakhnibigha, at present P.S.-Danapur, Thana No.41, Khata No.118,40, Survey Plot No.1530,1531,1532, which aforesaid owner is coming in peaceful possession over the same and their mutated her name in the state serista and paying rent to the state of Bihar through circle office Danapur as absolute owner within the limits of Danapur Nagar Parishad and sub registrar of Danapur and District Registrar office Patna in the Town and District of Patna.

AND WHEREAS the Developer/Builder has entered into **Registered DEVELOPMENT AGREEMENT** vide Deed No.6402, Book no.1, Vol. no.136 on Pages from 222 to 242 in C.D. no.21, Serial No.6549, Token no.6607, Dated-26-06-2014, registered at Sub Registrar Office Danapur with Landowner Sri JagNarayan Choudhary S/o Late Jitan Chaudhary for Development of measuring an total area of 37.1/2 decimal Situated at Mohalla-Adampur Road, Mauza-lakhnibigha, at present P.S.-Danapur, Thana No.41, Khata No.118,40, Survey Plot No.1530,1531,1532, within the Jurisdiction of District Sub – Registrar, Patna &Sub registration office Danapur and framed a scheme for constructing a Residential Complex to be known as “**SAI PALACE**”.

AND WHEREAS, Gram pradhan (Mukhiya), Lakhnibigha panchayat, Danapur Block Patna has accorded permission Vide Letter No-11 Dated- 02-04-2015, for construction of the residential building and after obtaining the permission a new building has been constructed on the said land by **SAI RAM REAL ESTATE PVT. LTD.**, Patna in the name Style of “**SAI PALACE**” hereinafter referred to as the 'BUILDING' comprising forty Flats.

AND WHEREAS on..... a share division agreement between land owner and developer has been executed and as per the share division executed

between them as per development agreement dated- 26-06-2014 and the scheduled Flat No..... on the Floor came and is in the Share of the Vendor/Developer.

AND WHEREAS, the Vendee approached the Vendor/Developer to purchase the said Flat No. on the Floor fully described hereinabove in column no.5 and on negotiation, the Vendor/Developer agreed to sell and the Vendee agreed to purchase the said Flat No..... on the Floor of the building, known as "SAI PALACE" with sole exclusive, transferable and irrevocable right to use the same. An agreement for sale Dated-..... has been already executed between the Developer and the Purchaser and the Vendor/Developer on receipt of the full consideration towards this share has relinquished all his right, title and interest in Flat No..... on the Floor, which has already been handed over to the Vendees and have further requested to execute a registered deed of absolute conveyance /sale in favour of the Vendee.

AND WHEREAS, there is no hitch left now in execution and registration of the Indenture of sale in respect of the said Flat No..... on the Floor as the Vendee have agreed to pay the entire stamp duty and other levies, taxes and expenses to be incurred.

NOW THIS DEED OF ABSOLUTE CONVEYANCE WITNESS AS FOLLOWS:-

(i) That in pursuance of the agreement and in Consideration of the aforesaid Flat No..... on the Floor, measuring an area of Sq.ft. approx Super built up area alongwith One reserved Car-parking Space on Ground Floor of the building with undivided proportionate share in the land in the building known as "SAI PALACE" Situated at Mohalla-Adampur Road, Mauza-Lakhnibigha, at present P.S.-Danapur, Thana No.41, Khata No.118,40, Survey Plot No.1530,1531,1532, more fully described in column no.5 of this deed, the Vendee have paid full Consideration money to the Vendor/Developer of Rs...../- (.....)only before the execution of this deed of absolute sale have been paid. The Vendor/Developer has received the total Consideration amount of Rs...../- (.....)only of the said Flat No..... on the through different Cheque/ D.D./

RTGS/NEFT & Cash the receipts of which is hereby acknowledged and confirmed by the Vendor/Developer. The Developer in their sound body, mind and health received the said amount before the execution of this deed.

(ii) **PROVIDED ALWAYS** it is hereby expressly agreed by and between the vendor and the Purchaser that the terms, conditions, stipulations covenants sustained 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 has waived all such rights, if any, in consideration of the terms, conditions, stipulations, and covenants contained in these presents.

2. That the Vendor/Developer hereby agrees and Covenant with the VENDEE/ BUYER as follows:-

i) That the Vendee shall have all right, title and interest in the proportionate undivided share in the land and the said **Flat No..... on the Floor** which is already in the possession of the Vendee and they shall hold, have and enjoy without any let or hindrances, obstructions, claims, demands whatsoever from the VENDOR/LANDOWNER/DEVELOPER or anybody claiming through them. The VENDEE shall also be entitled to sell, mortgage, lease or otherwise transfer the said **Flat No..... on the Floor** to any one without the consent of the Vendor/Land Owner /Developer.

ii) That the Vendee shall be entitled to have the property mutated in their name in all the government/municipal and other records and shall pay the taxes on the said property in their own name. If, in future, any sales tax, service tax or government duties (except income tax) will be maintained in the property, it shall be incurred in the account of the Vendee and will be paid by him.

or consideration amount. He has no right to demand a single penny from the Vendee after the execution of this deed.

ix) That the Vendee will have right of access from the exit to the main road either directly and/or through gates, passages, stairways, landing, lobbies and common areas.

x) That the Vendee will have right to use and enjoy all common areas in common with all other owners and occupiers of the said complex without any claim on title of this property.

xi) That the area earmarked by the Developer for community hall, office/servant quarter on the ground floor will remain exclusive property of the Developer without any claims/demands from any Vendee whatsoever.

xii) The Purchaser shall not be entitled to do any work which would be prejudicial to the soundness or safety of the property or reduce the value thereof.

xiii) That the area earmarked by the Vendor/Developer top roof of the building is the common property of the Vendor /Landowner/Developer and the Vendee and all members shall use it according to and with the permission of the Developer/maintenance society.

xiv) That the Vendee will contribute and pay all costs of maintenance of the building as fixed and demanded by the Developer/Maintenance Committee which will be final and binding on the Vendee.

xv) That the Vendee/Purchaser has examined his/her premises before possession and found the construction quality and amenities to his/her satisfaction and no claim whatsoever will be raised by the Purchaser/Vendee in future in this regard.

IN WITNESS WHEREOF, the Vendor/Developer has executed this deed of absolute sale in favour of the VENDEE and both after having read and understood the document on this the ____ Day of _____ Month 2018 have put their signature in presence of the following witnesses.

WITNESSES :-

1.

SIGNATURE OF VENDOR/
DEVELOPER
PAN : _____

2.

SIGNATURE OF VENDEE

This deed of absolute sale has been drafted by me according to the directions of the builder / vendor and the Purchaser, and on basis of the available papers and Documents