PROFORMA

DEED OF ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE is made on this . . . . . **day of** . . . . . .

1. *NAME OF THE VENDOR:*
   SHRAVANI ENGICON PVT. LTD. a company incorporated under the Companies Act, 2013, having its office at : Ground Floor, Shravani Enclave, Sohgi, Sampatchak, Patna – 800007, Bihar represented through its Managing Director **Mr. Abhay Kumar** s/o Sri Rajendra Prasad Singh, resident of Maharajganj, P.O. Gulzarbagh, P.S. Alamganj, Dist. Patna – 800007, hereinafter referred to as "Vendor/Developer" under the project **SHRAVANI ENCLAVE**, Sampatchak, Patna, (the expression of which shall mean and include its legal heirs, representatives, administrators and executors etc.) of the **First Part**

2. *NAME OF THE VENDEE:*
   Mr./Mrs. . . . . . S/W/D/o . . . . . aged about . . . . . **years**, by occupation . . . . . Permanent resident of **At** . . . . . .**PO** . . . . . **.,** **PS** . . . . . **., Dist.:** . . . . . **.,** . . . . . Pin . . . . . nationality : . . . . . ., hereinafter referred to as "Vendee/Purchaser" (the expression of which shall mean and includes his legal heirs, representatives and administrators etc.) of the **Second Part**.

3. *NATURE OF DOCUMENT:*
   DEED OF ABSOLUTE SALE

4. *CONSIDERATION AMOUNT:*
   Rs. . . . . . (Rupees . . . . . .only)

5. *DESCRIPTION OF THE PROPERTY:*

All that right, title and interest with possession of **Flat No.** . . . . . on . . . . . **Floor** of the building namely **SHRAVANI ENCLAVE**, having a super builtup area of . . . . . .**sq.ft**. (. . . . . square feet) and . . . reserve car parking space on ground floor together with undivided proportionate share in the land situated at **Mauza - Sohgi**, ad-measuring total land area of **9 katha** bearing **Khata No. 240, Khesra No.15, Tauzi No.309, Thana No.126**, Pragana Azimabad, Survey Thana Phulwarisharif at present **PS: Gaurichak**, Sub-Registration Office Phulwarisharif and Sadar Registration Office and Dist. Patna. The property outside of PRDA (now dissolved) and bounded as follows:-

Boundary of Flat No. on Floor.

North: . . . . . .
South: . . . . . .
East: . . . . . .
West: . . . . . .

RECITAL

Whereas the Land on which the above said building Shravani Enclave is constructed was purchased by Sri Abhay Kumar (Land Owner) measuring 9 (nine) Katha equivalent to 28.125 decimal in Survey Plot No.15 out of that 8 (eight) Katha Land through Sale Deed No.13269 dated 22.12.2004 from Mosmat Lila Devi w/o Late Dineshwar Singh & Sri Ranjesh Kumar s/o Late Dineshwar Singh and 1 (one) Katha Land through Sale Deed No. 9791 dated 28.08.2006 from Smt. Kiran Devi w/o Sri Anil Kumar Chaurashiya & Smt. Manju Devi w/o Sri Hari Narain Singh and the above named land owner come in peaceful actual physical and khas possession over the total Land. The Land Owner also mutated his name in Register – II of Bihar Govt. the State Sarista and paying the Land Rent to the Govt. of Bihar through the Circle Office Sampatchak vide Jamabandi No.80.

And Whereas the land situated at Mauza - Sohgi, ad-measuring total land area of 9 katha bearing **Khata No. 240, Khesra No.15, Tauzi No.309, Thana No.126**, Pragana Azimabad, Survey Thana Phulwarisharif at present **PS: Gaurichak**, District Patna, Sub-Registration Office Phulwarisharif and Sadar Registration

Office and Dist. Patna. The property outside of PRDA (now dissolved) and bounded as follows:-

North:-	Sri Braj Bihari Singh alias Rajeshwar Singh (Pattidar Plot No.15)
South:-	Sri Awadh Singh (Plot No.118)
East:-	Pain (Khanta) thereafter Branch Road
West:-	Sri Shital Singh (Plot No.16) & Sri Awadh Singh (Plot No.118)

And Whereas, the Vendor / Developer have entered into a Registered Deed of Development Agreement vide Deed No.768, Serial No.786, Token No.802/2015 Book No.1, volume no.15 page no. 525 to 539, and stored in CD volume No.3 / Year 2015, dated 03.02.2015 with Land Owner Sri Abhay Kumar s/o Sri Rajendra Prasad Singh, resident of Maharajganj, Gulzarbagh, Patna (Bihar), for development of land measuring 9 katha bearing Khata No. 240, Khesra No.15, Tauzi No.309, Thana No.126, Mauza : Sohgi, Pragana Azimabad, Survey Thana Phulwarisharif at present PS Gaurichak, District Patna, Sub-Registration Office Phulwarisharif and Sadar Registration Office and Dist. Patna.

And whereas the Vendor / company decided to construct a multistoried residential building on the aforesaid land namely **"SHRAVANI ENCLAVE"** and whereas company got the plan approved PMC / Panchayat vide plan case no. Sampatchak-cp-01AAR/11/12/2012 dt. 11.12.2012, Regn.No.CoA/90/12804 and MKS/CO/02/2016 dt. 27.07.2016, Regn.No.AR/43/15, COA No. CA2010/48568.

And whereas the Flat No. . . . . on . . . . . Floor alongwith undivided proportionate share in the land and common interest in the common area, assets and equipments, more fully mentioned in column no.5 above hereby conveyed, fell in the share of the Developer / Vendor and they are fully entitled to sell and transfer the said flat in favour of the buyer/vendee.

And whereas the Vendee / Purchaser was interested to purchase the flat in question alongwith . . . . . parking space on ground floor and for that, they approached the Vendor and requested them to sell the aforesaid Flat and parking space. The

Vendor considered the request of the vendee and agreed to sell the flat and parking space in question to the vendee on . . . . . for a total consideration of Rs. . . . . (Rupees . . . . . only) which was subsequently registered on . . . . . vide deed no. . . . . Serial No.. . . . ., token no.. . . . . book no.. . . volume no.. . . . .on pages from . . . . to . . . . , CD No.. . . . . and a stamp duty of Rs. . . . . has been paid.

Now this deed of Absolute Sale witnesseth as follows:

1. That in pursuance of the said agreement dated . . . . . and in consideration of the aforesaid Flat No. . . . . on . . . . . Floor 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 SHRAVANI ENCLAVE, the Vendee has paid full consideration money of Rs. . . . . (Rupees . . . . . .) to the Vendor / Developer on or before the execution of this deed of Absolute Sale through cash / cheque / DD / Bank as details given on the last page of this deed. The Vendor / Developer in their sound body, health and mind have received the total consideration amount of the flat, the receipt of which is hereby acknowledged and confirmed by the Vendor / Developer and they relinquished their all right, title, interest with possession in favour of the Vendee / Buyer.

2. That now the vendee shall have all right, title and interest in the said property together with undivided proportionate share in the land, which is already in possession of the vendee and he / she shall hold, have and enjoy the same without any let or obstructions, claims, demands, what comes from the Vendor / Developer or anybody claiming through them. The Vendee shall also be entitled to sell, mortage, lease or otherwise transfer the said flat no. . . . . on . . . . . Floor to anyone with the understanding cooperation and keeping in view the harmony of the society.

3. a) That the Vendor / Developer shall bear the tax or rent of the land sold in respect of the property conveyed upto the date of this deed and the vendee shall bear the land tax or

holding tax and any other tax to be imposed in future hereafter in respect of property conveyed to him.

b) In case any Service Tax / GST or any other Govt. duty of tax (not being Income Tax) is payable in relation to the said unit or the said building ot the said complex the same shall be on the account of the vendee / buyer / buyers of the unit as the case may be. And the buyer further agrees and undertakes to keep the builder indemnified against any such claim or demand that may be made by any authority.

4. That the developer / vendor hereby agree and covenant with the buyer / vendee as follows:
   a) That the aforesaid builtup area is including of the Carpet Area of the said flat alongwith the area of walls and columns as explained herein below which shall be exclusive property of the vendee and undivided share in the common utility area in the said building like stair case, landings, tube-wells, electrical common Meter, Lift, open terrace, common passage of the same and lobby on the ground floor etc. which shall be the joint property of all the purchasers including the vendee, the developer and the land owner in the said building.

   b) That the vendee shall be entitled to get his name mutated in the record of the Patna Municipal Corporation or elsewhere in place of the vendors, wherever necessary in the office concerned.

5. That whatsoever right, title and interest of the said Vendor have got in the property sold, conveyed and transferred hereby, henceforth shall from the execution of this Deed shall vest entirely, absolutely and forever in the interest of the Vendee, and thus the said vendee have been put in possession of the property hereby sold, conveyed and transferred to him with the description of the property given in Column No. 5 of this Deed.

6. That the Vendee shall hold, possess, occupy, use and enjoy the property sold, conveyed and transferred hereby to him as

full and absolute owner in any manner according to his wishes without any hindrance, obstruction, interruption, claim or demand being made from or by the Vendor or any person or persons claiming through under the said Vendor. The Vendee shall further be entitled to use the property hereby sold, conveyed and transferred to him in any manner as the said vendee shall like either by selling, mortgaging, leasing or otherwise as the said Vendee shall consider himself proper to do so.

7. That the Vendors do hereby stipulate, agree, covenant and assure the said Vendee that the property sold, conveyed and transferred hereby to him is free from all encumbrances and defects of title and in case of this assurance the Vendor is found incorrect and if the title to the property hereby sold be found defective in any manner the Vendor do hereby further agree to keep the vendee indemnified against all loses, damages, costs and expenses besides interest which the said vendee may sustain due to any legal claim or demand being made by anyone whosoever he may be to the property sold, conveyed and transferred hereby.

8. That the vendors do hereby further stipulate, declare, assure and covenant that Vendors have not done or been party to any act whereby the aforesaid conveyed property may be put under charge in title, claim or otherwise or whereby the said Vendors are prevented from conveying or assigning the said property or any portion thereof herein appearing by virtue of this deed.

9. That the vendee / purchaser shall not claim any right whatsoever in respect of any other portion of the said bulding or the said premises except the said unit sold to him.

10. That the vendee / purchaser shall pay to the Vendors proportionate share of water taxes, maintenance charges and municipal taxes and shall pay other taxes assessed on the whole building so long as each unit in the said building shall or is not separately assessed.

11. That the vendee / purchaser shall not do any act or things whereby the Vendors are prevented from selling assigning or disposing of any other portions in the said building.

12. That the vendee / purchaser shall not cause any damage to the walls and roofs of the Flat or premises in any manner and if it is found to have been done by the vendee all the loss and repair cost of such damages shall be realized from the vendee.

13. That land over which the “Shravani Enclave” has been constructed is not being sold to the Vendee, but however in case of demolishing of said apartment or unit hereby sold to the Vendee by any reason either by natural calamities or by any other circumstances the Vendee will be entitled to have undivided proportionate share in the land over which said “Shravani Enclave” is constructed.

14. That the purchaser will not use the unit other than that of residential purposes and shall not create any trouble, hindrance by throwing rubbish in common space or over the staircases or otherwise.

15. That the Vendee agree to be a member of the society, if any framed, jointly by the Vendor / Developer 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 regulations and bye laws of such society / maintenance committee to be framed by either Developer/ Vendor or the member of the said apartment.

16. That the Vendee has agreed to keep the said Flat in good, substantial repairs and condition so as to support and protect the other parts of the said building. The Vendee shall regularly and punctually contribute and pay month to month and every month the proportionate share of costs, expenses

and outgoing including the maintenance and service charges and proportionate taxes and duties or taxes imposed by Govt. or as fixed by the society / maintenance committee of the said building from time to time. The Vendee shall keep all sewers, drains, pipes, passages, stairs, and main entrance of the said Flat in good condition.

17. That the Vendee shall not be entitled at any time to cause or make any change or alteration in the basic structure and the exterior of its apartment or in any other built-up area / portion of the said apartment nor shall the Vendee be entitled to cause or make any changes in any common area of the complex. However the vendee shall be entitled with the prior permission of society or the managing committee of apartment as the case may be, to make minor changes or alteration in the interior portion of his flat which does not affect the comfort, enjoyment or convenience of to the other occupants of the apartment.

18. That the vendee shall not alter the outer walls / elevations so as the uniformity of the building and elevation/look remain the same. It is obligatory on the part of the vendees to paint the walls of the verandah in white colour or as decided by the Developer or the Owners Association, when formed.

19. That the Vendee shall not at any time demolish, damage its space or any portion of the said apartment and also shall not make any addition and / or alteration of whatsoever nature to its space or any portion of the said project.

20. That the Vendor / Developer / Builder shall always have the right to raise further stories on the roof of the apartment and to make constructions on any part of the said complex and to transfer the same to the persons desirous of owning of or taking on lease of the same on such terms and conditions as may be deemed fit and proper.

That it is agreed upon and specifically stated that wherever the word “VENDOR” and the word “VENDEE” have been used shall give fullest meaning and widest scope of their heirs, successors, administrators or assigns.

Schedule – I (Common Area)

1. All drive ways and open area on the said premises.
2. All exterior conduits, utility, lines underground and overheads and water tanks.
3. Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
4. Care-taker rooms, lobbies, open terrace, and hall ways within the said building which are not a part of said unit.
5. Water tanks and other facilities located in the said building to serve or benefit more than one unit.
6. Conduits utility lines, telephone and electrical system contained within the said building.

ARTICLES AND DEFINITIONS

In these presents unless there is something to the subject to context in consistent there with.

1. ***Developer / Builder / Vendor*** means: SHRAVANI ENGICON PVT. LTD.
2. ***Land Owner*** means: Sri ABHAY KUMAR s/o Late Rajendra Prasad Singh
3. ***Purchaser / Buyer / Vendee*** means: Sri . . . . . .
. . . . S/W/D/o . . . . . .
4. ***Building and Complex*** shall mean: multistoried building known as **SHRAVANI ENCLAVE.**
5. ***Unit*** means : the constructed areas and / or spaces in the building or constructed area and all fittings and fixtures in the said space and occupied and enjoyed independently by the Vendee Flat No. . . . . on . . . . . Floor with separate identity.
6. ***Super Built-up area*** shall mean: the total covered area comprising in the said unit as certified by the Architect.
7. ***Common areas*** shall mean and include corridors, open terrace passages ways, shafts, water tank and other facilities whatsoever required for maintenance and / or management of the building.
8. ***Parking space*** mean : space on Ground Floor allotted.

Payment details of Consideration amount:

Bank NEFT / RTGS / Cheque *(received)* Rs.

Cheque / DD subject to realization.

Rs. /-

Total Rs. : Rs. /-

(Rupees: only) **==========**

IN WITNESSES whereof the above named **Vendor** and **Vendee** have put their respective signature on this deed of absolute sale after going through the contents of this documents after full understanding the implications of the transactions on the day, month and year first in above mentioned in the presence of the below noted attesting witnesses who also signed on this deed in presence of each other.

VALUATION OF THE FLAT FOR STAMP DUTY AND COURT FEE:
VALUATION THANA CODE – 178 , ZONE – 01.

1. Total Land Area of the building :
2. Total Super built-up area of the building :
3. Proportionate share in land :
4. Cost of proportionate share of land : Rs.
5. Cost of . . . . **Sq.ft.** super built-up area and complete and finished **Flat No.** on . . . . . **Floor.** : Rs.
6. Car parking space : Rs. /-

Total Rs. : Rs. /-

(Rupees: only) **==========**

Witnesses:

1.

Signature of Vendor
PAN : **AAUCS6139F**

2.

Signature of Vendee
PAN :