ABSOLUTE SALE CUM DEED OF CONVEYANCE

THIS Deed of Absolute sale cum Deed of Conveyance executed on this the .... day of ……,

BY

M/S SRI MATESHWARI CONSTRUCTIONS a partnership firm under the Partnership Act 1932 having its office at 108, Hariom Commercial Complex, New Dakbunglow Road, Patna, P.S- Gandhi Maidan, Distt.- Patna, PIN- 800001, Bihar, represented through its **Managing Partner Sri Laxmi Prasad** aged about 65 years, Occupation- Business, S/o Late Ghura Prasad, resident of 201, Deep Apartment, Aaj Press Gali, Frazer Road, Patna, PIN- 800001,

For Sri Mateshwari Constructions

Managing Partner

Bihar, Nationality Indian, hereinafter called the Promoter/Builder/Developer/ Vendor of the (which expression shall, unless repugnant to the subject or context, mean and include its executors, administrators, representatives, successors and assigns) of the FIRST PART.

Aadhar No. 3839 8412 9898

PAN- ABEFS8016P

Mobile No. 9334117578

IN FAVOUR OF

....., aged about .... years, Son of, Occupation- ....., Nationality Indian, hereinafter referred to as the 'Purchaser/Vendee' of the SECOND PART.

Aadhaar No. ....

PAN- .....

MOBILE NO. .....

Recital

The land of the building more fully and particularly described in the Schedule hereunder and forming a part of this deed is the acquired property of the land owners, which is acquired through Khangi Batwara from his co-sharer.

And whereas, Land measuring 17.8265 Dismel (5.70448 Kathas) ancestral Property of the land owners (1) Smt. Sinhasini Devi wife of Late Naumi Lal Singh (2) Sri Raj kumar son of Late Naumi Lal Singh resident of Village – Gabhtal, P.O – Digha,Thana – Danapur, Dist. Patna, bearing Plot No. - 773, Khata No. – 520, Thana No. – 21, Mauja - Danapur, Mohalla – South of Bazar Samiti , P.S. – Danapur, Dist. – Patna.

And whereas, Land measuring 15.904 Dismel (5.08928 Kathas) ancestral Property of the land owners (1) Smt. Urmila Devi wife of Late Raghubir Singh (2) Sri Prem kumar son of Late Naumi Lal Singh resident of Village – Gabhtal, P.O – Digha,Thana – Danapur, Dist. Patna, bearing Plot No. - 773, Khata No. – 520, Thana No. – 21, Mauja - Danapur, Mohalla – South of Bazar Samiti , P.S. – Danapur, Dist. – Patna.

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AND WHEREAS, The Promoter become the Developer of the property to frame and launched a scheme to achieve the object by virtue of development agreement dated 01.03.2023 executed by (1) Smt. Sinhasini Devi wife of Late Naumi Lal Singh (2) Sri Raj kumar son of Late Naumi Lal Singh, & agreement dated 04.03.2023 executed by (1) Smt. Urmila Devi wife of Late Raghubir Singh (2) Sri Prem kumar son of Late Naumi Lal Singh

AND WHEREAS, the project is registered from Real Estate Regulatory Authority, Bihar bearing registration no. ..... and with the sanction of approved map plan from Nagar Parishad Danapur Nizamat bearing building Plan Case No. 05/2024-25, dated 29.06.2024 for the construction of multistoried building Which was prepared by Architect Pawan Kumar, Registration No. CA/2008/43276 Patna Municipal Corporation Patna .

AND WHEREAS, building has been constructed over the land and share of the land owners and developer has already been distributed. Hence u/s 5 and others of The Bihar Apartment Ownership Act. 2006 Builder/Land Owner is entitled to sale/transfer/convey his/her/their share as Absolute owner. The property hereby sold is allotted in the share of the Vendor. And now the above named vendor has full right to transfer the property etc. by way of sale to different purchaser/s on the ownership basis.

AND WHEREAS the Builder/Developer/Vendor announced and published for the sale of property described in First Schedule along with common areas and having knowledge of the same, the vendee contact with the vendor and showed his intention to buy the same and offer of the vendee being the highest, reasonable and according to the prevailing market rate and also no body is ready to pay higher than the vendee so the Vendor accepted the offer in his/her/their good health, body and sense after considering all its pros and cons for the

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property without any pressure, threat and coercion on an agreed consideration of **Rs. ...../-** (Rupees .....only) for the property fully described in First Schedule of this conveyance deed alongwith common areas fully described in Third Schedule.

AND WHEREAS, by a registered Agreement for Sale, on **.....**, which is registered in the office of the Sub Registrar Patna, in Book no. ..., Volume No. ...., C.D. No. ....., Pages from ....., Serial No. ....., Accordingly stamp duty of **Rs. ...../-** have been paid in it.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

That in pursuance of the said Agreement and in consideration of the said aggregate sum of **Rs. ...../-** (Rupees .....) only paid by the purchaser to the vendor as follows:-

Mode of Payment

Date	**Ch./RTGS**	**Bank**	**Amount**
.....	.....	.....	...../-

The receipt whereof the Vendor/Builder/Promoter doth hereby as well as under the Memo of consideration set out hereunder admit and acknowledge.

1. That the vendor hereby transfer right, title and interest of the property described in First Schedule alongwith proportionate share of land after satisfying the payment of the property without any threat, coercion and undue influence, with right to use the common areas fully described in Third Schedule. The undivided proportionate title in the common areas shall be with the association of the allotties or the competent authority as the case may be.

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That the property being conveyed through this conveyance deed is effected by Real Estate (Regulation and Development) Act, 2016 and Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made and amended by State and Central Govt. time to time.

2. That it shall be lawful for the purchaser, his/her heirs or assignees from time to time and at all times hereafter to quietly enter into and upon the said unit hereby conveyed and transferred unto the purchaser and every part thereof and to enjoy the said unit TOGETHER WITH the rights in common areas and facilities mentioned in the Third Schedule hereunder without any interruption claim or demand whatsoever by the vendor or any person or persons claiming through them.

3. That it is further convenanted that the vendee has entered into the conveyance deed after being fully sure that the said flat is free from all litigation and is free to Have and Hold and also to enjoy all rights, titles, interests, claims, demand, easements and appurtenances to the said property.

4. The said unit is free from all attachments, encumbrances, liens, trusts and lispendens and freely, clearly and absolutely acquired, exonerated and released or otherwise by and at the cost and expenses of the vendor well and sufficiently indemnified of from and against all or any manner of claims, demands, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the vendor or any person lawfully or equitably claiming as aforesaid.

5. The vendor and every person or persons having lawfully claiming and estate right, title and interest unto or upon the said unit hereby so conveyed and transferred unto the purchaser or any part thereof under or in trust for the vendor and at all times hereafter upon every reasonable request and cost of the purchaser make do acknowledge, execute, perfect all such further and other lawful and reasonable deeds, assurances, matters and things whatsoever for further and better and more perfectly assuring the said unit unto the purchaser in manner aforesaid as may be reasonable required.

6. That the purchaser doth hereby convenants with the vendor that the purchaser shall hold the said unit and the right

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and interest in common areas and facilities and make payment of the proportionate maintenance charges and common expenses including all Municipal rates and taxes payable over or in respect of the said unit and keep the vendor indemnified and harmless from or against any such claim or demand.

7. That the vendee shall not alter the main frame structure and outer design of the multistoried building. The vendee may alter or construct the minor changes inside the property with prior written consent of the vendor.

8. That the vendor conveying the property which is free from all charges, encumbrances and liens etc. But after executing the conveyances deed the vendor shall not be liable for the any loan, rent etc. taken by the vendee.

9. That the vendor shall not be liable for any tax levied by the Govt. or any competent authority.

10. That the vendee will take the possession of the property after fully satisfying the implication of the transaction and shall not authorise any individual for any matter with the society or association.

11. That the vendee shall not do anything which would be prejudicial to the soundness and safety of the property or reduce the value thereof or impair any easement or hereditament or shall add any material structure or execute any addition.

12. That if any defect in right, title, interest, possession or any encumbrances is found due to which the vendee is dispossessed from the property hereby purchased or any amount becomes payable to clear the dues, the vendee shall be entitled to realise the consideration amount, and the amount paid to clear the dues with interest as admissible in the eyes of law in full or part from the any other property movable or immovable as the case may be.

13. That the vendee shall not be entitled to demolish his property and demand share in the land.

14. That now the Vendee is entitled to get his/her/their name mutated in all the Government seristas and Local Bodies or wherever necessary. The vendee is liable to pay all

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rents/cess/taxes/charges/demands to the Government of Bihar or authority concerned if any in respect of the said property.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO :-

(Description of the said unit)

All that Flat no. ..... having Carpet area of ..... square feet on the ..... floor in **'SINGH MANSION'.**

Boundary of the Flat :

North : .....

South : .....

East : .....

West : .....

in the Building known as **"SINGH MANSION"** constructed on the said plots of land fully described in the Second Schedule.

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO :-

(Description of total land on which building has been constructed).

All that part and parcel of land measuring about measuring more or less 1293.94 sq.mt. at Mauza- Danapur, Mohalla- South of Bazar Samiti, Thana - Danapur, District- Patna, constructed over Plot No. 773, Khata No. 520 in Thana No. 21, apartments named **"SINGH MANSION"** within jurisdiction of Nagar Parishad Danapur Nizamat, within limit of Sub Registry Office Danapur and District Registration Office and District- Patna, which is bounded as follows:-

Revenue Details of land.

1. Name of the District- Patna
2. Name of the Anchal- Danapur
3. Name of the Mauza- Danapur
4. Revenue Thana no. - 21

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Boundary of land measuring 5.70448 Katha in Plot no. 773,

NORTH	:	Smt. Urmila Devi & Paras Mahto
SOUTH	:	10' Road
EAST	:	Branch Road,Urmila Devi & Prem Kumar
WEST	:	Bazar Samiti.

Boundary of land measuring 5.08928 Katha in Plot no. 773,

NORTH	:	Paras Mahto
SOUTH	:	Sri Raj Kumar
EAST	:	Branch Road,
WEST	:	Smt. Sinhasini Devi.

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO :-

(COMMON AREAS)

1. The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
2. That the stair case, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of building;
3. That the common basements, terraces, parks, play areas, open parking areas and common storage spaces;
4. That the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community services personnel;
5. That installations of central services such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy;
6. That the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;
7. That all community and commercial facilities as provided in real estate project;
8. That all other portion of the project necessary or convenient for its maintenance, safety, etc.. and in common use.

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DETAILS SCHEDULE OF CALCULATION CHART FOR THE PURPOSE OF VALUATION OF THE FLAT "SINGH MANSION"

1.	Total land of the building	..... sq.ft.
2.	Total constructed area of the building	..... sq.ft.
3.	Total Carpet area of the Flat.	..... sq.ft.
4.	Total Proportionate share of the land to the Vendee	..... sq.ft. (..... dec.)
6.	Total value of the Flat.	...../-
7.	Total value of the parking	...../-
8.	Total value of Proportionate share of the land.	...../-

Total Sale value of **Rs. ...../-**

Total Govt. value of **Rs. ...../-**

Certified that land of this deed is free from all kinds of encumbrances, acquisition and requisition, liens, charges and attachments and also free from Khas Mahal, Gairmazarua, Ceiling, Bhoodan, Red Card, Kaiser-e-hind, Religious Trust Board, Waqf Board an d other kinds of Government land. If the said land is found effected, the vendor of this deed shall be liable and responsible for the same.

DECLARATION

Nothing has been concealed or misstated in the document which lead to loss of revenue, if any such found then state government is free to take legal steps against the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands in presence of the witnesses, on the day, month and year first above written.

WITNESSES :-

1.

Signature of the Vendor.

2.

Signature of the Vendee.

For Sri Mateshwari Constructions

Managing Partner