

ABSOLUTE SALE CUM DEED
OF CONVEYANCE

THIS Deed of Absolute sale cum Deed of Conveyance executed
on this the day of
(.....).

BY

NUTAN CONSTRUCTION, a partnership firm registered under the Partnership Act, 1932 having its principal place of business at the 8th Floor Nutan Plaza, Bandar Bagicha, Patna, Bihar, represented by its Authorized Partner **SRI SANJAY KUMAR SINHA**, son of Sri Dharmendra Prasad Singh, resident of Flat No. 601, “Radhe Krishna Complex”, R. K. Bhattacharya Road, P.O.- G.P.O., P.S.- Gandhi Maidan, District- Patna, 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.

Sri Rajesh Kumar son of Late Shankar Mahto, resident of Nav Jeewan Colony, Block-A-2, Near Arfabad Colony, Gulzarbagh, P.S.- Alamganj, Town and District- Patna having been constituted, appointed and nominated as the **Authorised Attorney** to present the deeds/documents executed by aforesaid **Sri Sanjay Kumar Sinha** for registration before the competent Registration Office and to do all or any of the acts, deeds and / or things ancillary and incidental thereto on his behalf by virtue of a Registered Power of Attorney bearing deed no. 229 dated 09.03.2016, recorded in book no. iv, volume no. 6, pages from 316 to 327 Registered at Patna, Nationality Indian.

PAN- AAFFN0729E.

Mobile No. 7033336555

Aadhar No. 7529 7582 6418

IN FAVOUR OF

..... son of Sri, aged about
 years, residing at,
 Nationality Indian, which hereinafter referred to as the
 Purchaser/Vendee of the SECOND PART.

Credential of

PAN-

Aadhar No.

Mobile No.

Recital

1) Smt Shakuntala Devi, w/o Sri Ashok Kumar and 2) Sri Sandeep Kumar, s/o Sri Ashok Kumar, both residents of Village- Main Road Golapar, P.S.:- Danapur in the district of Patna (Bihar), hereinafter referred to as “the Landowners”, the Party of the First Part, which expression, unless repugnant to the context or meaning thereof, shall mean and include their heirs, administrators, executors, legal representatives, successors-in-interest, assignees and/or nominee(s)

Whereas Sri Chamru Saw and Sri Gulab Saw are the owners and absolutely seized and possessed of and otherwise also entitled to a piece and parcel of land measuring an area of 1 Acre 77 Decimals, bearing Survey Plot No.840 appertaining to Khata No752, lying and situated at Mauza- Danapur, under Revenue Police Station-Danapur, Thana no.21 in the Town & District of Patna, having purchased the same from one Sri Babulal Singh by virtue of a deed of absolute sale bearing Regd. No.2600 dated 21.07.1934 recorded in Book-I, Volume-33, at Page No.227 to 235 of the year 1934 of the Sub Registry of Danapur;

And whereas the said Sri Gulab Saw has died without any issue and Chamru Saw died intestate, leaving behind two sons, Sri Ram Khelawan

Saw and Sri Shiv Shankar Saw, as the legal heirs and successors to his entire movable as well as immovable property.

And whereas in course of an amicable Registered partition Deed dated 23.09.63 among the Ram khelawan saw and Shiv Shankar Prasad , the piece of land measuring 177 Decimals, bearing Survey Plot No.840 appertaining to Khata no.752, lying and situated at Mauza- Danapur under Survey Thana- Danapur in the District of Patna, fell in exclusive share of Shin Shankar Prasad.

And whereas Sri Shiv Shankar Prasad, whereupon 177 Decimals of land share of Shiv Shankar Prasad, bearing Survey Plot No.840 appertaining to Khata N0,752, lying and situated at Mauza- Danapur situated at Gola Road under Revenue Survey Thana- Danapur in the District of Patna, was amicably divided vide family partition Deed on dated 19.10.1982 between Shiv Shankar Singh, the son of Chamru Saw, Ashok Kumar and Santosh Kumar, both sons of Shiv Shankar Prasad, and in such a partition each of them got 59 Decimals of the said piece of land.

And whereas the name of Shiv Shankar Prasad, Ashok Kumar and Santosh Kumar stands in the Records of Rights of the State of Bihar vide Jamabandi No.1536 and with respect to which annual land revenue receipt is being issued in his name;

And whereas Shiv Shankar Prasad is the owner and absolutely seized and possessed of and otherwise also entitled to a piece and parcel of land measuring an area of 59 Decimals, bearing Survey Plot No.840 appertaining to Khata No752, lying and situated at Mauza- Danapur, under Revenue Police Station-Danapur, Thana no.21 in the Town & District of Patna, having gifted the same to Smt Shakuntala Devi, W/o Ashok Kumar by virtue of a Gift deed No.5682 dated 07.07.1984 recorded

in Book-I, Volume-24, at Page No.61 to 68 of the year 1982 of the Sub Registry of Danapur;

And whereas the land admeasuring an area of 12 kathas has already been sold out from 18 kathas. The balance land area 6 kathas in the right and possession of the Sandeep Kumar, s/o Sri Ashok Kumar.

And whereas the name of Sandeep Kumar stands in the Records of Rights of the State of Bihar vide Jamabandi No.5151 and with respect to which annual land revenue receipt is being issued in his name;

And whereas Smt. Shakuntala Devi is the owner and possessed of the piece of land measuring 59 Decimals, bearing Survey Plot No.840 appertaining to Khata No.752, lying and situated at Mauza- Danapur under Revenue Survey Thana- Danapur in the District of Patna, morefully described in Schedule-I written hereunder.

And whereas Sri Sandeep Kumar and Sri Ashok Kumar are the owners and possessed of the piece of land measuring 22 Decimals, bearing Survey Plot No.840 appertaining to Khata No.752, lying and situated at Mauza- Danapur under Revenue Survey Thana- Danapur in the District of Patna, morefully described in Schedule-II written hereunder.

And whereas a consolidated description of the land owned and possessed by Smt. Shakuntala Devi, Sri Ashok Kumar and Sri Sandeep Kumar forming part of this agreement has been given in schedule-III written hereunder (hereinafter referred to as "THE SAID LAND")

And whereas it has been further Represented and Declared by the Landowners:-

That the said land is under their exclusive possession with absolute right, title and interest, free from all encumbrances, charges or lien, capable of

being transferred and conveyed in whole or in part, having a fully marketable title thereby.

That the Landowners have not created any encumbrance on the said land or any part thereof by way of sale, exchange, gift, mortgage, lease, trust, assessment, lien, license, permission, rent, possession, charge or in any other manner whatsoever.

That no notice or notification for any acquisition/requisition under any of the statute of the past or presently enforce has been received, served or passed by the Patna Municipal Corporation, Income tax Department or any other Government Authority for acquisition or requisition of the said land or any part thereof.

That apart from the Landowners, none else is entitled to have any share, right, title and/or interest in the said land or in any part thereof.

And whereas the landowners of the First Part are desirous of raising their piece of land, morefully described in Schedule of Property written hereunder, for the development and construction of a multistoried residential building over there through a developer of repute who would develop and construct a residential building at his own cost and allot, sale and give to them a share in built-up/ super built-up area of the said building complex in the shape of flats, shops/ offices/ multiplex, car parking spaces, as consideration for the value of a share in the said land to be given by the Landowners to the Developer;

And whereas the aforesaid Developer offered to develop and construct at his own cost a residential building (hereinafter referred to as "the Said Building") on the said land and the aforesaid Landowners agreed to accept and acquire flats/ shops/ offices/multiplex and car parking. spaces etc in "the Said Building" as consideration for the value of a share in "the Said Land" to be conveyed by the Landowners to the Developer or its nominee/s including a cooperative housing society, firm, association of persons, a body corporate etc.;

And whereas on account of negotiations between the parties hereto, the

aforesaid Landowners, the party of the First Part, and the aforesaid Developer, the party of the Second Part, and upon representations and declarations made by the parties, a Development Agreement is entered into between the parties hereto upon the terms and conditions hereinafter appearing upon certain other terms and conditions as contained under the said Development Agreement

SCHEDULE-I OF PROPERTY

(Land belonging to Smt Shakuntala Devi)

Piece & parcel of land measuring an area of 59 Decimals equivalent to more or less 25696 sq. ft., lying and situated at Mauza: Danapur. Mohala Danapur Bank Colony, Gola Road, Thana code- 117 , under Revenue Police Station- Danapur, within Thana No.21, Tauzi No.11/802, bearing Survey Plot (Khesra) no.840 appertaining to Khata No.752, within the jurisdiction of the Sub- and Sadar Registration Office and Town & District of Patna and bounded as follows:-

North – Part Of Plot No.840;

South –Part of Plot No.840;

East – Ram Charitar Singh and Maheshwar Singh;

West – Road;

SCHEDULE-II OF PROPERTY

(Land belonging to Sri Sandeep Kumar)

Piece & parcel of land measuring an area of 22 Decimals equivalent to more or less 9581 sq. ft., lying and situated at Mauza: Danapur. Mohala Danapur Bank Colony, Gola Road, Thana code- 117, under Revenue Police Station- Danapur, within Thana No.21, Tauzi No.11/802, bearing Survey Plot (Khesra) no.840 appertaining to Khata No.752, within the jurisdiction of the Sub- and Sadar Registration Office and Town &

District of Patna and bounded as follows:-

North – Part Of Plot No.840;

South – Part Of Plot No.840;

East – Ram Charitar Singh and Maheshwar Singh;

West – .Road;

SCHEDULE-III OF PROPERTY

(Consolidated description of land under this Development Agreement)

Piece & parcel of land measuring an area of 81 Decimals equivalent to more or less 35277 sq. ft., lying and situated at Mauza: Danapur. . Mohala Danapur Bank Colony, Gola Road, thana code- 117, under Revenue Police Station- Danapur, within Thana No.21, Tauzi No.11/802, bearing Survey Plot (Khesra) no.840 appertaining to Khata No.752, within the jurisdiction of the Sub- and Sadar Registration Office and Town & District of Patna and bounded as follows:-

North – Part Of Plot No.840;

South – Part Of Plot No.840;

East – Ram Charitar Singh and Maheshwar Singh;

West –.Ahar;

- A. The Said Land is earmarked for the purpose of building a Residential cum commercial project comprising multistoried apartment buildings, and the said project shall be known as '**LOTUS GARDEN**' ("**Project**");
- B. The Promoter is fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the

Promoter regarding the said Land on which Project is to be constructed, have been completed;

- C. The Nagar Parishad Danapur Nijamat has granted the commencement certificate to develop the Project approval dated **02.05.2022** vide Building Plan No. **26/22-23** ;
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and for the apartment from the Nagar Parishad Danapur Nijamat. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- E. The Promoter has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna on under Registration No.
- F. The Landowners and the Developer/ Promoter have entered into a Supplementary (Share Distribution) Agreement dated the 5th day of April, 2017 whereupon the respective shares of the Landowners and the Developer/Promoter in the Project has been well earmarked and delineated in terms of flats, car parking spaces and proportionate area in land as well as common areas and amenities;
- G. The Allottee had applied for an apartment in the Project vide Application dated and has been allotted **Flat No.** having carpet area of **sq. ft.** (..... square feet), plus exclusive balcony measuring**sq. ft.** (One Hundred Thirty Five point Eighty Three square feet) and external walls measuring an aggregate area of **sq. ft.** (..... square feet), on the **floor** alongwith **Car Parking** on the **floor** of the **“LOTUS GARDEN”**, as permissible under the applicable law and of *pro rata* share in the common areas (**“Commom Areas”**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **“Apartment”** or **“Flat”**), more particularly described in **Schedule-“A”** and the floor plan of the apartment annexed hereto and marked as **Schedule-“B”**);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, ect. applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the **Flat No.** on the **..... Floor** of the “**LOTUS GARDEN**” and one car parking on **Basement** of as specified in para K.

AND WHEREAS, the project is registered from Real Estate Regulatory Authority, Bihar bearing registration no. **dt.** and with the sanction of approved map plan from Nagar Parishad Danapur Nizamat bearing building Plan Case No. **26/22-23 Dated 12.02.2022.**

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 nobody 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 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 an Agreement for sale which is registered in the office of the Sub Registry Office Danapur in book No....., volume No....., C.D. No., Pages from to bearing **Deed No., Token No., Serial No.** on, in which Stamp duty of **Rs...../-** has been paid.

The purchaser has paid the said entire consideration of **Rs./-** (Rupees) only for the property the receipt whereof the vendor of the First part doth hereby as well as under the Memo of consideration set out hereunder admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser and/or the said unit hereunder conveyed of the said unit.

AND WHEREAS, the purchaser has requested the vendor to grant and execute the conveyance of the said unit.

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. The receipt whereof the Vendor/Builder/Promoter doth hereby as well as under the memo of consideration set out admit and acknowledge. 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 allottees or the competent authority as the case may be.

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 covenanted that the vendee has entered into the conveyance deed after being fully sure that the said flat/shop/office 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 lispens 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 covenants with the vendor that the purchaser shall hold the said unit and the right 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 realize 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 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.** on **.....** floor **Block-.....** having Carpet area **..... sq. ft.**, plus exclusive balcony **..... Sq.ft.**, and external walls measuring an aggregate area of **..... sq.ft.**, Common area **.....sq.ft.**, which corresponding Super built-up area is **..... sq.ft.** (.....) along with One Car Parking on Basement/**Ground Floor, Block-....** in Residential cum Commercial building “**LOTUS GARDEN**”, along with proportionate share, right, title and interest over the land and bounded by:-

Boundary of the Flat :

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

In the building known as “**LOTUS GARDEN**” constructed on the said plots of land fully described in the Second Schedule.

Note: - Carpet area means the net usable floor area of an apartment, excluding the area of covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

The front elevation and structure of the building shall not be altered/modified/changed, if done then punishable under the laws enforce.

No construction shall be made in front structure of the building which may be temporary or permanent in nature. The occupants are not allowed to obstruct the common areas in any manner.

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO :-

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

SCHEDULE -I

(Land belonging to Smt Shakuntala Devi)

Piece & parcel of land measuring an area of 59 Decimals equivalent to more or less 25696 sq. ft., lying and situated at Mauza: Danapur. Mohala Danapur Bank Colony, Gola Road, Thana code- 117 , under Revenue Police Station- Danapur, within Thana No.21, Tauzi No.11/802, bearing Survey Plot (Khesra) no.840 appertaining to Khata No.752, within the jurisdiction of the Sub- and Sadar Registration Office and Town & District of Patna and bounded as follows:-

North – Part Of Plot No.840;

South –Part of Plot No.840;

East – Ram Charitar Singh and Maheshwar Singh;

West – Road;

SCHEDULE -II
(Land belonging to Sri Sandeep Kumar)

Piece & parcel of land measuring an area of 22 Decimals equivalent to more or less 9581 sq. ft., lying and situated at Mauza: Danapur. Mohala Danapur Bank Colony, Gola Road, Thana code- 117, under Revenue Police Station- Danapur, within Thana No.21, Tauzi No.11/802, bearing Survey Plot (Khesra) no.840 appertaining to Khata No.752, within the jurisdiction of the Sub- and Sadar Registration Office and Town & District of Patna and bounded as follows:-

North – Part Of Plot No.840;

South – Part Of Plot No.840;

East – Ram Charitar Singh and Maheshwar Singh;

West – .Road;

SCHEDULE -III

(Consolidated description of land under this Development Agreement)

Piece & parcel of land measuring an area of 81 Decimals equivalent to more or less 35277 sq. ft., lying and situated at Mauza: Danapur. . Mohala Danapur Bank Colony, Gola Road, thana code- 117, under Revenue Police Station- Danapur, within Thana No.21, Tauzi No.11/802, bearing Survey Plot (Khesra) no.840 appertaining to Khata No.752, within the jurisdiction of the Sub- and Sadar Registration Office and Town & District of Patna and bounded as follows:-

North – Part Of Plot No.840;

South – Part Of Plot No.840;

East – Ram Charitar Singh and Maheshwar Singh;

West –.Ahar;

Note: - Govt. value is mentioned at **Code No.- 118**
& Zone- 3 of M.V.R. 2016-17.

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 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;
4. That the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;
5. That all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use.
6. That the common maintenance charges shall be paid by the vendee in proportion to the super built-up area to the maintenance society.

DETAILED SCHEDULE OF CALCULATION CHART OF
“LOTUS GARDEN” (BLOCK- A & B)

- | | | |
|----|----------------------------|--------------|
| 1. | Total land of the building | 35277 sq.ft. |
|----|----------------------------|--------------|

| | | |
|----|--|---------------|
| 2. | Total constructed area of the building. | 104735 sq.ft. |
| 3. | Total super built up area of the Flat |sq.ft. |
| 4. | Total Proportionate share of the Land. | sq.ft. |
| 5. | Total value of the Flat |/- |
| 6. | Total value of the Parking |/- |
| 7. | 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 and 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.

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

Drafted By

