

DEED OF ABSOLUTE SALE

**NAME & FULL PARTICULARS OF THE
VENDOR/ BUILDER: -**

M/s Kumar Construction, a partnership firm constituted in accordance with the Indian Partnership Act, 1932 and registered with the Registrar of Firms, Bihar vide Registration No. 30/2000, having its office at First Floor, Mahalaxmi Complex, Rajendra Path, P.S.- Gandhi Maidan, Town and District- Patna – 800001 (Bihar), Represented through Its Managing Partner and authorized executant, **Sri Anup Kumar**, son of Late Lall Babu Prasad, hereinafter called the Builder/Developer/Vendor.

PAN-AADFK9908L

Mob. No. - 9334112245

1. NAME & FULL PARTICULARS OF THE VENDEES :-

Sri, son of resident of P.O., P.S.-, District- Patna, hereinafter called the Vendee/Purchaser.

2. NATURE OF DOCUMENT :-

Deed of Absolute Sale

3. CONSIDERATION: -

Rs./- (Rupees) only;

4. DESCRIPTION OF PROPERTY CONVEYED :-

Flat no. having super built-up area of sq. ft. (..... square feet) (carpet area sq.ft.) (Approx) on the floor of the multistoried building named “**Shiv Kamlesh Apartment**” together with one reserved Car Parking Space as also an undivided proportionate share in the land upon which the said “**SHIV KAMLESH APARTMENT**” stands constructed over land situated at Mauza- Dhelwan, Survey Thana- Phulwari, at present P.S.- Ram Krishna Nagar, in the Town & District of Patna, bearing Cadastral Survey Plot No. 244 (two hundred forty four), Khata No. 19 (nineteen), Tauzi No. 129, Thana no. 23 total land measuring 28 Kathas 04 dhoors 16 Dhurki, within the limits of Patna Municipal Corporation, within the jurisdiction of Sub-Registration Office of Patna Phulwari Sharif and Sadar Registration Office of Patna (Thana Code 197, Zone-3) and bounded as follows:-

NORTH: - Branch Road and other land owners.

SOUTH: - Sri Dinesh Singh.

EAST: - Branch Road.

WEST: - Neej Land owner.

RECITALS

This DEED OF ABSOLUTE SALE is made and executed at Patna on this the day of March, 2018 of the Christian Era

By

M/s Kumar Construction, a partnership firm constituted in accordance with the Indian Partnership Act,1932 and registered with the Registrar of Firms, Bihar vide Registration No. 30/2000, having its office at First Floor, Mahalaxmi Complex, Rajendra Path, P.S. - Gandhi Maidan, Town and District- Patna (Bihar), Represented through its Managing Partner and authorized executant, **Sri Anup Kumar**, son of Sri Lall Babu Prasad, hereinafter referred to as “the VENDOR/DEVELOPER”, which expression shall, unless contrary to the context or repugnant to the meaning thereof, be deemed to mean and include its/his heirs, executors, administrators, legal representatives, assignees and/or successors-in-interest, party of the FIRST PART

IN FAVOUR OF

Sri, son of, R/o in the town and District of Patna – 803301 (Bihar) Indian Citizens, hereinafter jointly referred to as “the VENDEE”, party of the SECOND PART.

Whereas, land of the building is ancestral property of the land owners which is recorded in survey khatiyon Ram Laddu Mahto son of Imrit

Mahto and Mosmat Gulbadni wife of Bijadhar Mahto, Plot No. 244 measuring 1 Acre 88 decimals. Gulbadni devi died issueless. Ram Laddu Mahto died leaving behind his one son namely Ram Sharan Singh. Ram Sharan Singh died leaving one son namely Sonu Singh and Sonu Singh died leaving behind his three sons namely Kamlesh Singh, Sri Dinesh Singh and Sri Akhilesh Singh. Kamlesh Singh died leaving behind his wife Mosmat. Laljhari Devi and three sons namely Abhishek Kumar (Mantu), Prem Kumar and Mukesh Kumar. Dinesh Singh have two sons namely Abhay Kumar and Aabhash Kumar. Akhilesh Singh and his wife Phuljhari Devi died leaving behind his two minor son namely Aman Kumar and Anshu Kumar. All are partitioned through Khangi Batwara. Accordingly the land of the building is allotted in the share of the land owner namely Smt. Laljhari Devi, Abhishek Kumar, Prem Kumar and Mukesh Kumar and they came in actual physical possession over the land and mutated their names in the state serista and paying rent regularly vide zamabandi no. 31.

And whereas the all the land owners desirous of development of his scheduled piece of land and construction of a multistoried building complex thereon, by a developer of repute, conducted negotiations through with the party of the first part, **M/s Kumar Construction**, represented through its Managing Partner, Mr. Anup Kumar;

And whereas, as a result of negotiations between the landowner and the aforesaid developer, two Development Agreement executed on 28.03.2014, registered at the Sub-Registry at

Patna, recorded in its Book-I, Volume No. 84, CD No. 13/2014 at page no. 315 to 335 of the year 2014, bearing Deed No. 3658/2014, Sl. No. 4298, Token No. 4422 and second on 28.12.2017, registered at the Sub-Registry at Patna, recorded in its Book-I, Volume No. 294, CD No. 45/2017 at page no. 251 to 271 of the year 2017, bearing Deed No. 12451/2017, Sl. No. 13840, Token No. 12451 respective, was entered into between them whereupon the former agreed to give his piece of land for the development and construction of a multistoried residential building complex over there and the latter agreed to construct at its own cost the said multistoried residential building complex, hereinafter referred to as “the said Building”, on the said land of the landowner, on the condition of sharing of constructed area as well as a commensurate proportion in the said land in the ratio 50:50 (Developer: Landowner) and upon certain other terms and conditions and stipulations as agreed between the parties and mentioned in the said Development Agreement;

And whereas in pursuant to the said Development Agreement and in performance of the terms and conditions contained therein, the Developer/ Vendor got a construction plan for the proposed multistoried residential building complex sanctioned by the Patna Municipal Corporation vide Plan Case No. P/Dhelwan/PRN/B+G+5/236 of 2016.

And whereas in accordance with the said sanctioned plan and following the rules, regulations and norms of the building bye-laws, the multistoried residential building complex has

been got constructed on the scheduled piece of land by the name of “Shiv Kamlesh Apartment” at its present and popular location Dhelwan.

And whereas the Developer/ Vendor has also been authorized by the Landowner to negotiate for sale, allot, enter into agreement to sell and sign, seal, execute and deliver deed of conveyance /sale with respect to the Developer’s 50% share in the said residential building complex together with an undivided proportionate share in the scheduled piece of land with any prospective purchaser of his choice;

And whereas in assertion of his right to 50% share in the land and building of the “**SHIV KAMLESH APARTMENT**”, in exercise of the power devolved upon him by the landowner and by virtue of the provisions of the Bihar Apartment Ownership Act, 2006, the Developer/ Vendor conducted negotiations with the Vendee of the Second Part and entered into an Agreement for Sale in favour of the Vendee whereby the Developer/ Vendor agreed to sell to the Vendee flat together with one Reserved Car Parking Space as well as an undivided proportionate share in the land of the multistoried building “**SHIV KAMLESH APARTMENT**”, morefully described in Column No. 5 herein before written, on the terms and conditions hereinafter appearing and for a total consideration amount of Rs./- (Rupees only to be paid by the Vendee to the Developer/Vendor;

And whereas the entire consideration amount of Rs./- (Rupees

.....) has already been paid by the Vendee to the Vendor in slots towards the cost of Column No.5.

And whereas the Vendees have requested the Vendor to execute the deed of sale conveying the Column No. 5 property in their favour which request the Developer/ Vendor has agreed to accede;

NOW, THEREFORE, THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-

1. That in pursuant to the Agreement for Sale in between the Vendor and the Vendees and in consideration for a total sum of Rs./- (Rupees) only already paid by the Vendees to the Vendor before the execution of this Deed of Absolute Sale in the manner as detailed in the **mode of payment of Consideration** written hereunder which the Vendor has received in full and the receipt of which is being acknowledged by the Vendor hereto, the Vendor, being in sound state of his mind and body and in full sense, does hereby CONVEY and TRANSFER by way of sale of all his rights, title and interest in the immovable property detailed in the Column No. 5 herein before written, out of his own free will and accord without any external pressure, undue influence, threat, coercion, duress and inducement and any or all of them from any quarter whatsoever and after fully understanding the implication of the present transaction with the Vendees who are put in possession of the vended property and are enabled

to HAVE and HOLD the same ABSOLUTELY AND FOREVER from generation to generation with unrestricted right of alienation of the same.

2. That the immovable property hereby conveyed, fully described at Column No. 5 herein before written, forms an unit of the multistoried building named **“SHIV KAMLESH APARTMENT”**, situated at Mauza- Dhelwan, under Revenue Survey Thana- Phulwari, P.S. - Ram Krishna Nagar in the Town & District of Patna and is comprised of a super built -up area with all its constructions, fixtures and fittings together with a car parking space and an undivided proportionate share in the land upon which the said building complex stands constructed as also common interest in the common spaces and facilities available in the said building complex.

3. That the Vendor has assured the Vendees that he has never entered into any agreement to sell the vended property with any person till date apart from the Vendees themselves.

4. That the vended property is absolutely free from encumbrance, charge or lien.

5. That the Vendor hereby declares that the building complex has been constructed in terms of the Development Agreement dated 28.03.2014 & 28.12.2017 and the quality of building material and construction process has been maintained throughout.

6. That the Vendees have taken the vended property having fully satisfied themselves with the nature, quality, manner and material of construction as well as amenities, facilities,

fixtures, fittings and other specifications provided in the said building complex.

7. That it is covenanted between the parties to these present that the Vendees and/or anybody claiming through or under them shall not, in future or at any time, impose any liability upon the vendor with respect either to the quality or nature of the construction of the said unit/ building complex or to the amenities, fixtures, fittings and other specifications provided therein and if ever, the Vendees and/or anybody claiming through or under them shall impose any liability upon the vendor in respect of the foregoing, the same shall not be legally sustainable.

8. That it is covenanted between the parties that the Vendees shall have right, title, interest, claim, demand, easement and appurtenance to the said property and shall fully ENJOY the same without any hindrance, obstruction, claim or demand whatsoever from the Vendor or any body claiming through or under him and the Vendees shall hold, possess, occupy, use and enjoy the property sold, conveyed and transferred hereby to them as full and absolute owner in any manner according to their desire. The Vendee shall further be entitled to use the property hereby sold, conveyed and transferred to them in any manner as the said Vendees shall like either by selling, mortgaging, leasing or otherwise as the said Vendees shall consider themselves proper to do so.

9. That the Vendees shall utilize all the common facilities such as common walls & roofs, staircase, stair landings, common passage & lobby on each floor, pump room, meter room, generator room,

guard room and top floor etc. jointly with others having interest, right or title in the same and the same shall be the common property of all the purchasers including the Vendees in the said building complex.

10. That the roof of the said flat shall be used both as the roof of the said flat and floor of the flat constructed above it. Similarly, the floor of the said flat shall be used both as the floor of the said flat and roof of the flat below it, thus the roof and the floor of the said flat shall jointly belong to the Vendees and the purchaser of the flat above and below the said flat.

11. That the entire piece of land, measuring an area of sq. ft., upon which the multistoried building **“SHIV KAMLESH APARTMENT”** stands constructed, shall not be subjected to any division/partition so long as the building remains in habitable condition. The share in the land can be divided only when the building becomes inhabitable and fit to be demolished or in case of any natural disaster.

12. That the Vendees agree to be the member of the society, if any, framed jointly by the Vendor and/or other allottees of the said building complex for the administration and maintenance of the building complex and its common areas and facilities and further agree 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 agree to abide by the rules and regulations and bye laws of such society / maintenance committee to be framed by either the

vendor or members of the said building complex. The Vendees shall also abide by the provisions of the Bihar Apartment Ownership Act, 2006 read with Bihar Apartment Ownership Rules and all Laws, Bye-Laws, Rules and Regulations of Urban Town Planning and Development Act, 1995, Municipal Act and any other Acts, Laws, Bye-Laws, Rules and Regulations made or to be made/amended/ modified by the Govt, authorities from time to time in this regard.

13. That the Vendees have agreed to keep the said Flat in good and substantially repaired 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 the costs, expenses and outgoings including the maintenance and service charges and proportionate taxes, duties or cess imposed by the Govt. or as fixed by the society/maintenance committee of the said building from time to time. The Vendees shall keep all sewers, drains, pipes, passages, stairs and main entrance of the said flat in good condition.

14. That the Vendees shall use the vended property for the purpose for which the same has been sold out i.e. for residential purpose only and shall not use or permit the use of the same or any part thereof for any purpose other than that intended to be.

15. That the Vendees and any person legally claiming through them shall be the only authorized residents and shall be allowed to use the Parking & Common area etc. and any person not resident of the building complex, shall not be allowed to use

Parking, common areas or other facilities of the complex without prior permission from the association or society of the building.

16. That the Vendees shall not do or commit or cause to be done or committed any act, deed, matters which may cause loss, hardship annoyance or hindrance in any way to the other occupiers of the building complex and shall not throw/dump accumulated dirt or garbage or rubbish in the area of the **“SHIV KAMLESH APARTMENT”** particularly in any area used for common service and facilities.

17. That the Vendees shall not at any time demolish / damage their space or any portion of the said building complex. The Vendee shall neither be entitled at any time to cause or make any change by way of addition, alteration or modification in the basic structure and the exterior or in the elevation of the building complex or in any other built-up area / portion of the said building complex nor shall they be entitled to cause any disturbance in the brick works, columns and beams or to make any change in any common area of the complex. However, the Vendees shall be entitled, with the prior permission of the society or the managing committee of the complex, as the case may be, to make minor changes or alteration in the interior portion of the flat which would not affect the comfort, enjoyment or convenience of other occupants of the building complex.

18. That the Vendees and the subsequent occupants shall not put up, affix, display, erect and maintain any signboard, placard, portrait, hoarding, neon signs, hanging of cloth etc. and other publicity/

advertisement material on the external face of the building or anywhere on the exterior of the building or common area.

19. That the Vendees shall also not do anything on the vended property or on any part of the building complex which is imminently dangerous and shall not bring or store obnoxious, hazardous, inflammable and explosive material in the building complex.

20. That the Vendees shall pay the 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 is not separately assessed.

21. That the Vendees shall be free to get their names mutated in all or any of the Records of Rights of the State of Bihar or any local body or wherever necessary and the Vendee shall, thenceforth, pay all rent, cess, tax etc. with respect to the Vended property in their names.

22. That from this day, all rights, title and interest in the Vended property, vested in the Vendor, is entirely transferred to the Vendees and hereinafter the Vendor and his heirs, assignees, successors-in-interest shall have no claim, right, title and interest whatsoever in the vended property and the Vendee shall peacefully ENJOY the same in any manner as they like in testimony of which the present title deed is being executed, signed & sealed by the necessary parties and is being presented for registration.

23. That it is agreed upon and specifically stated that wherever the word "VENDOR" and the word "VENDEES" have herein been used, the same

shall be given fullest meaning and widest scope to extend to their heirs, successors, administrators or assigns.

SCHEDULE

(Description of Land over which “Shiv Kamlesh Apartment” has been constructed)

ALL THAT piece and parcel of land measuring an aggregate area of 28 Kathas 04 Dhors 16 Dhurki equivalent to Decimals lying and situated at Mauza- Dhelwan under Revenue Survey Thana- Phulwari, P.S. - Ram Krishna Nagar in the Town & District of Patna, bearing Cadastral Survey Plot No. 244 (two hundred forty four), Khata No. 19 (nineteen), Tauzi No. 129, Thana no. 23, within the limits of Patna Municipal Corporation, within the jurisdiction of Sub-Registration Office of Phulwari Sharif and Sadar Registration Office of Patna and bounded as follows:-

- NORTH :- Branch Road and other land owners.
- SOUTH :- Sri Dinesh Singh.
- EAST :- Branch Road.
- WEST :- Neej Land owner.

Mode of Payment of Consideration

| Cheque No | Date | Name of the Bank | Amount |
|-----------|------|------------------|--------|
|-----------|------|------------------|--------|

TOTAL RS./-

Details schedule of calculation chart for the purpose of valuation of the flat.

1. Total land of the Building sq.ft.
2. Total Constructed area of the Building sq.ft.
3. Total area of the Flat. sq.ft.
4. Total Proportionate share of the land to the Vendee sq.ft.
5. Total Govt. value of the Flat./-
6. Total Govt. value of the Parking space./-
7. Total Value of Proportionate share of the land./-

Total Govt. value of/-

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 put their respective hands and seal and signature on this Deed of Absolute Sale after going through the contents of the document and fully understanding the implications of the transaction on the day, month and year first herein above written in the presence of below noted attesting witnesses who have set their hands on this deed in their presence.

WITNESSES :-

1.....

Signature of the Vendor.

2.....
.....
.....
.....

Signature of the Vendee.

Printed:-
parties :-

Drafted as per instructions by the

(Sanjeev Kumar), Advocate
“UDDYOGI”
UDDYOGIJI’S CHAMBER,
Collectorate Bar Association
Patna.

(Dr. ANIL KUMAR SINHA,
Advocate
‘Chamber’, Collectorate Bar Association
Patna