FLAT SALE DEED

THIS DEED OF ABSOLUTE SALE made on this the ……. day of September, 2022 (Two Thousand Twenty Two) of the Christian Era.

B E T W E E N

1. Name of Vendor/ Seller: **CHITRA HOMES PRIVATE LIMITED**, (CIN no.U45200BR2009PTC014510) **(PAN No.- AADCC7112K, GST – 10AADCC7112K1Z4)**, a company registered under Companies Act having its registered Office at **309B, Adharshila Complex, South Gandhi Maidan, Patna – 800001** through its **Managing Director Sri Vikash Kumar** (AADHAAR- 8140 1479 3717) aged about 46 years, Occupation- Business, S/o Late Someshwar Lal, address – 307, Adharshila Complex, South Gandhi Maidan, Patna – 800001, hereinafter referred to as the "PROMOTER/BUILDER/DEVELOPER" which expressions shall unless excluded by or repugnant to the context, be deemed to include his heirs, executors, legal representatives, successors-in-interest or assignees of the FIRST PARTY. **Mobile – 7870021111.**

AND

2. Name of Vendee/Purchaser: **Raqiba Khatoon aged about 36 Years, Occupation – Teacher, w/o Faizur Rahman (PAN No.- BPXPK1015C, Aadhaar- 2404 4627 0726) permanent address – c/o Faizur Rahman, Mohalla- Karamganj, Landmark- Nursery Road, P.O. + P.S.- Laheriasarai,**

Dumduma, Darbhanga - 846001, by Nationality Indian, (hereinafter called the "VENDEE" OR PURCHASER") which expressions shall unless excluded by or repugnant to the context, be deemed to include his heirs, legal representatives, successors-in-interest or assignees of the SECOND PARTY. **Mobile – 9852442378.**

WHEREAS :

A. Shri Anand Kishore and Shri Chandra Kishore are the absolute and lawful owners of land in Mohalla - Jakariyapur(Choti Pahari), Khata No.- 133, Thana No.- 35, Mauza - Jakariyapur, Mohalla- Jakariyapur, Zero Mile, Thana Code No. – 506, Zone-3, Survey Plot No.- 269(Part), Location – Behind Singh Petrol Pump, Zero mile, PS- Agamkuan, District-Patna totally admeasuring 647.66 square meters situated at in Tehsil & District Patna **("Said Land")** vide Registered Family partition Deed dated 06.07.2019 registered as documents no. 6157 at the Sub Registry Office, Patna City, Patna. The Owner and the Developer have entered into a development agreement dated 12.03.2019 registered as document no.13189 dated 06.12.2019 at the office of the Sub – Registrar Patna. Whereas as per development agreement "the Builder" shall have 5% share over the building and the owner have 5% share over the building.

B. Whereas "the Builder" got a plan approved by the Patna Municipal Corporation, Patna for construction of

multistoried building vide plan case no. P/JAKARIYAPUR/PRN-G+4/653/2022. Whereas the Second Party has inspected the plan and Super Builtup Area calculation by the Architect and has agreed with the calculation.

C. WHEREAS The Builder and the Landowners made a flat distribution agreement on 11.04.2017 notarized on 11.04.2017 by which the Builder Chitra Homes Pvt. Ltd. got title over Flat nos. 201, 202,203, 204, 205, 304, 305, 401, 402 and 403 with proportionate car parking spaces in "**DWARIKA APARTMENT**".

D. AND WHEREAS as per Development Agreement, "**DWARIKA APARTMENT**" has already been constructed over the said land and share of the landowners and the developers have already been distributed. Hence, as per U/s- 5 and of the Bihar Apartment Ownership Act, 2006, the Builder is entitled to sell/transfer its share as absolute owner. The property hereby sold, fully described in **Schedule-II** hereunder in this Deed, is allotted to the Builder in their share and they are fully entitled to sell or transfer the said flat with car parking to the above named purchaser/vendee.

E. AND WHEREAS the Developer has registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at Patna on …… under registration no. **……..**

F. AND WHEREAS by a Registered Sale Agreement in writing dated 16.03.2022 registered on 16.03.2022 vide deed no.-3814, Book no.- 1, Volume no.- 89, pages -370 to 403 registered at District Registry Office, Patna between Chitra Homes (P) Ltd. And **Raqiba Khatoon**, the Builder agreed to sell and the purchasers agreed to purchase Flat No.- 301 (West side on Third Floor) and Car Parking which is already constructed and complete in the said Complex more fully described in SCHEDULE-II hereunder and hereinafter referred to as the "SAID UNIT" at and for an aggregate consideration of **Rs.41,00,000/- (Rupees Forty One Lakhs Only)** and had also paid stamp duty of **Rs.82,000/-** which was deposited and the flat sale agreement got registered.

G. Since Govt. valuation **Rs.27,95,000/- (Rupees Twenty Seven Lacs Ninety Five Thousand Only)** is lower than agreement amount **Rs.41,00,000/- (Rupees Forty One Lakhs Only)**, the stamp duty is being paid on agreement amount.

H. AND WHEREAS the purchaser has paid the said entire consideration of **Rs.41,00,000/- (Rupees Forty One Lakhs Only)** for the said Flat to the builder the receipt whereof the vendor/Builder admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and for ever discharge the Purchaser and/or the said Unit hereby conveyed, and

obtained possession of the said Unit/Flat with car parking.

I. AND WHEREAS the purchaser has requested the vendor/Builder to grant and execute the sale deed of the said Unit/Flat with Car Parking.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That in pursuance of the said Agreement and in consideration of the said aggregate sum of **Rs.41,00,000/- (Rupees Forty One Lakhs Only)** paid by the Vendee/ Purchaser directly and through Bank loan to the Vendor/Builder on different dates (the receipt whereof the vendor doth hereby admit and acknowledge and from the same and every part thereof doth hereby acquit, release, and forever discharge the purchaser and/or the said unit hereunder and car parking conveyed hereto) the Vendor doth hereby grant, transfer, convey, assign and assure unto the vendee the said Flat more fully described in SCHEDULE-II hereunder together with undivided share of interest in that part of the said plot of land in the proportion which the said unit bears to all the units constructed or that might be constructed on the said part or portion of the said plot of land along with the right of access from the exit to the main road either directly and/or through gates, passages, stairways, landing, lobbies and common areas thereof including the right to use and enjoy in common with all other owners and occupiers for the time being of the other units in the said

complex, the benefits of all common area and facilities described in the SCHEDULE-III hereunder subject however to the terms, conditions and covenants, contained in the SCHEDULE-IV hereunder on payment of all common and maintenance expenses mentioned in the SCHEDULE-V hereunder to HAVE AND TO HOLD the title of said unit together with the proportionate title and interest in the land and the rights and facilities and subject to the terms, conditions and covenants as aforesaid unto and to the USE and BENEFIT of the purchaser absolutely free from all attachments, charges, liens, encumbrances, lispendens subject however to the conditions and covenants contained in the SCHEDULE-IV and liability to pay and contribute towards payment of (a) all taxes assessments, (b) costs of repair, management and maintenance of the common areas and facilities of the said complex described in the SCHEDULE- Vth hereunder.

2. It is agreed between both the parties that post-dated Cheque for Rs.1,00,000/- (Rupees One Lakh Only) by Cheque No. 864501 of State Bank of India dated 15-09-2022, post-dated Cheque for Rs.1,00,000/- (Rupees One Lakh Only) by Cheque No. 864502 of State Bank of India dated 20-09-2022, post-dated Cheque for Rs.1,00,000/- (Rupees One Lakh Only) by Cheque No. 864503 of State Bank of India dated 05-10-2022 and post-dated Cheque for Rs.1,00,000/- (Rupees One Lakh Only) by Cheque No. 864504 of State Bank of India dated 15-10-2022 have been given by the purchaser. These

4(four) post-dated cheques must be encashed before handing over the physical possession of the flat.

3. That the vendor hereby covenants with the purchaser his heirs and assigns as follows:-

(a) The vendor subject to the rights created in favour of the purchaser, the said agreement for sale is lawfully seized and possessed of the said unit TOGETHER WITH the said proportionate Undivided Share of interest on the said portion of the land and right to use and enjoy all common areas and facilities for the perfect and indefeasible estate of inheritance free from all attachments, encumbrances, liens, lispendens whatsoever without any manner or condition of use or trust or other things whatsoever to alter, defeat, encumber or make void the same AND that notwithstanding any facts, deeds, matter or things whatsoever as aforesaid the vendor that now in itself good rightful power and absolute authority to grant convey, transfer, sell. Assure and assign the said unit together with the said undivided share or interest in the said portion of the land and right to use and enjoy all common areas and facilities mentioned in SCHEDULE-III hereunder hereby granted, conveyed, sold, transferred and assured or intended so to be unto and to the use of the said purchaser in the matters aforesaid as title holder with full ownership right. The Purchaser agreed to obtain No Objection in writing either from the Apartment Owner's Society or from the Builder to sell, transfer, lease or rent the said premises to any other person.

(b) It shall be lawful for the purchaser, his heirs, or assigns from time to time and at all time hereafter to quietly enter into and upon the said unit hereby conveyed and transferred through this Absolute Sale 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 Schedule-III hereunder without any interruptions, claims or demands whatsoever by the vendor or any person or persons claiming through them/him or under or in trust for the vendor but subject to terms and stipulations contained in SCHEDULE-IV expenses mentioned in the SCHEDULE-Vth hereunder.

4. That the Vendee doth hereby covenants with the Vendor that the purchaser shall HOLD the said UNIT and the right and interest in common areas and facilities upon and subject to the terms and stipulations mentioned and contained in the SCHEDULE-IV hereunder and make payment of the proportionate, maintenance charges and common expenses mentioned in the SCHEDULE-V hereunder including all Municipal Rents 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.

5. PROVIDED ALWAYS it is expressly agreed by and between the vendor and the vendee at that terms, conditions, stipulations, covenants, contained herein including the schedule hereunder shall prevail and have over riding effect notwithstanding 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 alterations in the terms. Conditions, stipulations and covenants between the said agreement for sale and these presents and the purchaser hereby waived all such rights, if any, in consideration of the terms, conditions, stipulations and covenants contained in these presents.

6. The VENDEE/PURCHASER has agreed to keep the PROMOTER/BUILDER indemnified from any charges payable in future in regards to the said flat or the said land. If the PROMOTER/BUILDER has to pay any tax other than Income Tax for this unit in future, the same will be collected from the VENDEE/PURCASHER for which the VENDEE/PURCHASER expressly agreed.

SCHEDULE-I

(As above referred to).

DESCRIPTION OF THE APARTMENT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

Name of Apartment:- DWARIKA APARTMENT

Details of Land :

All the part and parcel of the land measuring about 16 Decimal bearing Survey Plot no.-269(Part), Khata no.133, Thana no.-1/15, Mauza - Jakariyapur, Mohalla- Jakariyapur, Zero Mile, Thana Code no.-506, Zone-3, Location – Jakariyapur, Zero Mile, behind Singh Petrol Pump, PS-Agamkuan, District-Patna within jurisdiction of Patna Municipal Corporation, Sub Registration Office Patna City and District Registration Office Patna and the same is bounded as follows:-

ON THE NORTH : Survey Plot No. 270

ON THE SOUTH : Survey Plot No. 268

ON THE EAST : Branch Road

ON THE WEST : Neera Devi

Revenue details of Sale Property:-

1. District-	Patna
2. Revenue Circle-	Patna Sadar
3. Halka-	Azimabad
4. Revenue Village-	Jakariyapur
5. Revenue Thana No.	1/15
6. Jamabandi No.	212140000214898, Bhag Vartman – 28, Page No. 87.

7. Jamabandi No. 212140000235275, Bhag Vartman – 29, Page No. 86.

SCHEDULE-II

(As above referred to).

DESCRIPTION OF THE FLAT NO. 301

All that Flat No. 301 on the Third Floor admeasuring Super Built up Area of 1012 (One Thousand Twelve Only) Sq. Feet (for calculation of Super Built-up Area, Set-back area, Terrace, Lift, Lift Room,Guard Room, Generator Room and common area of Stair Case & Lobby, Mumty, Water Tank, Drive Way, Septic Tank, Manholes, Soak Pit and projection for Elevational features are to be considered) together with Car Parking Space No.- ……... on the ground floor in the building known as "**DWARIKA APARTMENT**" together with undivided proportionate share in the land and common interest in the common areas, spaces, assets and equipments, situated at Survey Plot no.-269(Part), Khata no.133, Thana no.-35, Mauza-Jakariyapur, situated at Muhalla- Zero mile, Choti Pahari, Thana Code no.-506, District- Patna and having the following boundaries:-

BOUNDARIES OF FLAT NO. 301

NORTH : Flat No. 302
SOUTH : Open Space of the apartment
EAST : Corridor, open space and Flat No. 308
WEST : Open Space of the apartment

The said building comprises of the followings:_

(a) Carpet area comprised within the said unit. However the roof of the said unit/flat shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it. Similarly the floor of the said unit shall be used both as the floor of the said unit as well as the roof of the unit or units below it and the roof and the floor of the said unit shall belong jointly to the purchaser and purchasers/owners of the other units directly above and below the said unit.

(b) The walls and columns, if any, within and outside the said unit save the wall or walls separating the said unit from the other unit or units on the same floor shall jointly belong to the purchaser/s and owners/owners of the other unit or units.

(c) Undivided share and/or interest in that portion of said plot of land which is directly beneath the said unit in the proportions which the said unit bears to all the units constructed or that might be constructed on the said part or portion of the said plot of land.

(d) The right of access from the exit to the main road either directly and/or through gates, passages, Drive way, stairways, landing, lobbies and common areas.

(e) Right to use and enjoy all common areas in common with all other owners and occupiers of the said complex.

SCHEDULE-III

(As referred to above)

(DESCRIPTION OF THE COMMON PORTION AND AREAS)

(a) All common paths, passages, and drive way required for maintaining free movement from the exit of the said unit to the main road.

(b) The land of the Complex exclusively pertaining to common areas and common paths.

(c) The foundation column, girders, beams, supports, main wall boundary walls, main gates, fire escapes, entrance and exits of the building.

(d) All common parts, equipments, installations, fixtures, fittings and spaces in the said complex including tube-wells, generators, lifts, drainage, sewerage, pump and all apparatus and installations for commons use.

(e) Wiring and accessories for general lighting of common portion and for operation generator water pump etc.

(f) Evacuation pipes, drains and sewers in the complex and from the complex to the Municipal Duct.

(g) Terrace of the building.

SCHEDULE-IV

(Terms, conditions, Stipulations and Covenants to be observed and performed by the Purchaser/Vendee)

1. The Vendee Shall not use the said unit for any business or commercial purposes and shall not also use the same as a warehouse for stacking or storing any combustible or inflammable goods or articles or for any illegal or immoral purpose.

2. The Purchaser shall carry out all internal repairs of in said unit at his own cost and maintain it in good conditions, states, and order and shall observe all the rules and bye-laws, of the Municipal Corporation and shall not do or suffer to be done any thing in or upon the said unit which may be against the rules and bye-laws of the corporation or any other local authority.

3. The purchaser/Vendee shall keep the common area and the compound of the said building and complex neat and clean and in proper condition and shall not occupy or interfere or hinder or keep or store any goods, furniture, articles in the common spaces, entrances, staircases.

4. The purchaser shall not use the building in a manner which may cause inconveniences or annoyance to the other owners or occupiers of other units in the building or the complex.

5. In Case any Sales-Tax, purchase tax or any other govt. duty or tax (Not being Income tax) is payable in relation of the said unit, the same shall be on the account of the purchaser and the purchaser hereby agrees to make payment of such taxes and duties.

6. In the event of the vendor is compelled to make or any such tax or duty or any other claim or demand which is required to be paid and/or discharges by the purchaser in that event the purchaser shall reimburse to the vendor with the amount paid by the vendor to the authorities concerned within a period of thirty days from the date of deposit by the vendor.

7. The Purchaser shall indemnify and keep the vendor indemnified and harmless from or against any claim or demand for payments of such taxes, duties and other liabilities which is required to be paid and discharged by the purchasers.

8. The Purchaser/Vendee undertakes that he/she/they are satisfied with the construction and amenities of the apartment under consideration of this sale deed. He/She/They will not raise any objection in any manner for construction or amenities or delay against the Builder/Vendor or any of their Directors in future.

9. The purchaser agrees to observe and perform all rules, regulations and bye-laws of owner's Association for maintenance and management of the building. The Vendee agrees to make payment of his proportionate share of maintenance and common expenses as fixed by the Association.

10. That the purchaser shall at no time demand partition of his interest in the said plot of land or the said building or the said complex or in any part thereof, it being agreed and declared that the interest of the purchaser in the said plot of land, building and the complex is impartible.

11. That the purchaser shall not demolish or cause to be demolish any part or portion of the said unit or building or complex or make or cause to be make any new construction of whatsoever nature in such complex or in the said building or in any part thereof. The purchaser shall not make any addition or alteration in the said Flat/unit without the previous consent in writing of the vendor or in the Association or Managing Committee of the Apartment as the case may be.

12. That the purchaser shall not use or permit user of the said unit in a manner which would diminish the utility of the common maintenance.

13. That the vendee/purchaser agrees and swears that she is fully satisfied with all the construction and amenities and she will not make any kind of claims from the Vendor after the date of execution of this registered sale deed.

14. That the said unit together with the undivided interest in the land and the right to use and enjoy the common areas and facilities shall constitute inheritable and transferable property.

15. If at any future date the said complex is acquired or requisitioned by the government or any other competent authority the purchaser shall be entitled to receive proportionate share of the total value or compensation to be received or recovered from the government or any other competent authority.

SCHEDULE-V

(As referred to above)

(COMMON AND MAINTENANCE EXPENSES

TO BE PAID BY THE VENDEE)

(a) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, common water supply line.

(b) Cost of maintaining water reservoirs and tanks on the roof.

(c) Cost of maintaining or keeping the roof as well as the wide walls of the building in proper repairs and in water and leak proof conditions.

(d) Cost of repairs and painting the exterior or the building and all other common portion and areas.

(e) Salaries of sweepers, caretakers, chowkidars, and durbans, employed for the upkeep of the common area.

(f) Cost of incorporation and formation of the Association for maintenance of the building.

(g) All Municipal Taxes, rates, duties and other impositions and levies on all common parts and areas.

(h) The security deposits or any increase in security deposit demanded and required to be paid to Electricity Authorities, Municipal Authorities or any other local authority for maintenance of all common services and facilities.

(i) Cost of maintenance of all other common services and facilities not specifically provided.

(j) Insurance premium for insuring their building against Earthquake, fire, lightening, mob violence, civic commotion etc. if insured.

SCHEDULE-VI

DETAILS OF PAYMENT

DETAIL SCHEDULE OF DWARIKA APARTMENT

1	Total Land area of the Apartment	6968 sq. ft. (16 decimal)
2	Total Super Built up area of Apartment	21290 sq.ft.
3	Total Super Built up area of Flat No. 301	1012 sq. ft.
4	Proportionate undivided share of land	346.942 sq.ft.(Approx) (0.7966 decimal)
5	Total Cost/value of Flat No. 301 1012 sq.ft. @ Rs.2200/sq.ft.	Rs.22,26,400/-
6	Total Cost/value of undivided share in land of 0.7966 decimal @Rs.6,00,000/- per decimal	Rs. 4,78,000/-(Approx.)
7	Total Cost One Car Parking Space	Rs. 90,000/-
	Total Cost	**Rs.27,94,400/-** **Rs.27,95,000/- (Approx)**

Stamp duty has been paid for sale amount **Rs.41,00,000/-** which is higher than Govt. **Rs.27,95,000/-**.

IN WITNESS WHEREOF, the Vendor/Builder and the Vendee/Purchaser hereto have put their respective signatures on this deed on the day, month and year first above written.

WITNESSES:-

1.

Signature of the Vendor/Builder
PAN- AADCC7112K

2.

Signature of Vendee/Purchaser
PAN- BPXPK1015C