

CONVEYANCE DEED

DEED OF ABSOLUTE SALE

This DEED OF ABSOLUTE SALE is executed on this the _____ day of _____, in the year _____ at Patna

BETWEEN

MAGADH DEVELOPERS, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at Ground Floor, 4H/36, Bahadurpur Housing Colony, Bhootnath Road, P.O.-Lohia Nagar, P.S.-Agam Kuan, District- Patna in the State of Bihar, represented by its authorized Partner Mr. VIJAY KUMAR son of Sri Jagdish Prasad and / or Arvind Kumar son of Late Parmeshwar Mahto hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators and his/her/their assigns) referred to as VENDOR or the **FIRST PART.**

Mob. : 7903457394, PAN – AALFM2298P
GST No.-10AALFM2298P1ZT

IN FAVOUR OF

Sri/Smt _____ s/o w/o _____
residing at _____,
Nationality-Indian Citizen, hereinafter referred to as "VENDEE" or "BUYER" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, assignees, successors-in-interest) of the SECOND PART.

PAN _____

Mobile No. _____

For Magadh Developers

Vijay Kumar
Partner

The land described in this deed is the property of

- (1) **Sanjay Kumar** s/o Late Ramsevak Prasad, resident of Digha Ghat, PO & PS- Digha, Distt.-Patna, **7.14 dec.** which he got from family distribution
- (2) **Vibha Devi** w/o Late Rajeev Kumar, **7.14 dec.** & **Rakesh Kumar** s/o Late Gorakhnath, **7.14 dec.** both resident of Digha Ghat, PO & PS- Digha, Distt.-Patna got from family distribution
- (3) **Akshay Kumar** s/o Sri Umanath Singh, resident of Digha Ghat, PO & PS- Digha, Distt.-Patna, **3.57 dec.**
out of which 1244 sq. feet purchased by Registered Deed No.10714 dated 13.08.2018 & 310 sq. feet purchased by Registered Deed No.13154 dated 29.08.2022, both plots from Niraj Nishi s/o Late Ramsevak Prasad
- (4) **Sahdev Rai** s/o Late Mahendra Rai, **Chandan Kumar** s/o Late Dharamraj Rai, **Atish Kumar** s/o Sri Gorakh Rai joint **3.57 dec.**,

out of which 1244 sq. feet purchased by Registered Deed No.10717 dated 13.08.2018 & 310 sq. feet purchased by Registered Deed No.13155 dated 29.08.2022, both plots from Niraj Nishi s/o Late Ramsevak Prasad

All are resident of Kurji More, Gate No.-65, PO- Sadakat Ashram, PS- Digha, Distt.- Patna

Thus measuring total land 28.56 decimals bearing Khata Nos.- 1575, 1541, 1534 and Survey Plot Nos.4022(P), 4023(P), 5764(P), 4023/5764(P) under Mauza- Digha, Survey Thana – Dihga, Thana No.-01, Ward No.-01, Registry Office- Patna Sadar, Distt.-Patna in the state of Bihar and bounded by :

North : Boundary of Moti Mahal
South : Patna Danapur Main Road
East : Ganesh Lal
West : Boundary of Moti Mahal

For Magadh Developers

Vijay Kumar
Partner

Whereas in the ordinary course of its business the Builder (Developers) and Land owners entered into Development Agreement land bearing Serial No.-6545, Deed No.-5981 dated 14-05-2024 which is Registered in the office of the Registry Office, Patna Sadar in Book No. 1, Volume No. 140, pages from 346 to 367 total 22 pages which is stored in CD No.-22/ year- 2024

The Said Land has been earmarked for the purpose of building a commercial project, comprising of Offices and Car Parking Spaces etc. and the project is being known as **“ALPANA BUSINESS PARK”**.

The Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the Project and also for the complex from Patna Nagar Nigam vide Plan Case No. P/DIGHA/PCN-1B+G+5/1057/2024 dated 04-10-2024. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

AND WHEREAS the purchaser(s) have paid full consideration Rs. _____/- as follows :

Date	By Chq. No./ NEFT	Rs. _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(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 purchasers and/ or the “Said Unit” hereunder conveyed.)

For Magadh Developers

Vijay Kumar
Partner

AND WHEREAS the purchaser and vendor has initiated the process of executing the conveyance of the "Said Unit".

NOW THEIR INDENTURE WITNESSETH AS FOLLOWS:

1. That the vendor hereby grant, transfer, convey, assign and assure unto the purchaser(s) the "Said Unit" more fully described in the Second Schedule hereunder together with undivided share of right, title and interest in that part of the said plot which is the proportion of which the "Said Unit" bears to all the units constructed on the said plot of land along with the right to access and exit either directly and/or through gates, passage, stairways, landings, lobbies and common areas thereof including the right to use and enjoy in common areas and facilities described in the Third Schedule hereunder subject however to the terms, conditions and covenants contained in the Fourth Schedule hereunder on payment of all common & maintenance expenses mentioned in the Fifth Schedule; herein under **TO HAVE AND TO HOLD THE "Said Unit"** together with the proportionate share in the land, the rights and facilities and subject to the terms, conditions and covenants as aforesaid unto and to the use and benefit of the purchaser(s) absolutely free from all attachments, charges, encumbrances, liens subject however to the conditions and covenants contained in the Fourth Schedule 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 Fifth Schedule hereunder.

2. That the vendee(s)/purchaser(s) shall become the sole and absolute owner(s), occupier(s) and in possession of the said property and shall be fully entitled, empowered, authorized to use occupy, enjoy, hold, sale, mortgage, gift, exchange, lease out, or to transfer or to dispose off the same. Further the vendee(s) can get the flat mutated and recorded in their own name from all the concerned Government Authorities in revenue records at their own cost, expenses on the basis of the sale deed.

For Magadh Developers

Vijay Kumar
Partner

3. The vendor(s) hereby covenant with the purchaser(s), their heirs and assignee as follows:-

(a) The vendor's area legally seized and possessed of the vended property with full right, title and interest to sell it to the vendee(s), AND that notwithstanding any act, deed, matter or thing whatsoever as aforesaid the vendor is now in good right, full power and absolute authority to grant, convey, transfer, sell, assure and assign the "Said Unit", together with the said undivided share of interest in said portion of the land and right to use and enjoy all common areas and facilities mentioned in the Third Schedule hereunder hereby granted, conveyed, sold, transferred and assured full right and title so to be unto and to the use of the said purchaser(s) in the manner aforesaid.

(b) It shall be lawful for the purchaser(s), their heirs, nominees or assignees from time to time and at all times hereafter to quietly enter into and use the "Said Unit" hereby conveyed and transferred unto the purchaser(s) 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 or under or in trust for the vendor but subject to terms and stipulations contained in Fourth Schedule hereunder and on payment of proportionate common expenses mentioned in Fifth Schedule hereunder.

(c) That the said property under sale is free from all sorts of encumbrances such as prior sale, mortgage, gift, lease, decree, penalties, agreement to sale earlier, dues etc. whatsoever save the purchaser(s) mentioned herein and if it is proved otherwise then the vendor shall be liable and responsible for the same and indemnify the vendee(s) against any possible losses on these accounts.

4. The purchaser(s) doth hereby covenants with the vendor that the purchaser(s) 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

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Partner

in the Fourth Schedule here under and make payment of the proportionate maintenance charges and common expenses mentioned in the Fifth Schedule hereunder 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 which may pertain for the period from execution of the deed and thereafter.

THE FIRST SCHEDULE HEREIN ABOVE REFERED TO

Description of the land of the Apartment

Total land measuring 28.56 decimals bearing Khata Nos.- 1575, 1541, 1534 and Survey Plot Nos.4022(P), 4023(P), 5764(P), 4023/5764(P) under Mauza- Digha, Survey Thana – Dihga, Thana No.-01, Ward No.-01, Registry Office- Patna Sadar, Distt.-Patna in the state of Bihar and bounded by :

North : Boundary of Moti Mahal

South : Patna Danapur Main Road

East : Ganesh Lal

West : Boundary of Moti Mahal

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO

All that **OFFICE No.**_____ **on the** _____ **Floor** in the building known as "**ALPANA BUSINESS PARK**" having a carpet area of _____ (_____) Square Feet approx. along with undivided proportionate share in the land approx. _____ Square Feet / common assets including all amenities, fittings and fixtures, situated at Mauza- Digha, measuring total land 28.56 decimals earing Khata Nos.-1575, 1541, 1534 and Survey Plot Nos.4022, 4023, 5764 under Mauza- Digha, Survey Thana – Dihga, Thana No.-01, Ward No.-01, Registry Office- Patna Sadar, Distt.-Patna in the state of Bihar

For Magadh Developers

Vijay Kumar
Partner

Boundary of the Office Unit :

North :
South :
East :
West :

Boundary of Land of the Project :

North : Boundary of Moti Mahal
South : Patna Danapur Main Road
East : Ganesh Lal
West : Boundary of Moti Mahal

THE SAID OFFICE SPACE COMPRISES OF THE FOLLOWING

- (a) Area comprised within the "Said Unit". However, the roof of the "Said Unit" shall be used both as the roof of the "Said Unit" as well as the floor of the unit 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 below it and the roof and the floor of the "Said Unit" shall belong jointly to the purchaser(s) and the owners of other units directly above and under the "Said Unit".
- (b) The wall and columns, if any, within and outside the "Said Unit" save the wall or walls separating the "Said Unit" from other unit or units on the same floor shall jointly belong to the purchaser(s) and the owner or owners of the other unit or units.
- (c) Undivided share and/or interest in that portion of the said plot of land in the proportion which the "Said Unit" bears to all the units 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, stairways, landings, lobbies and common area.

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THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO

(Description of the common portion and areas)

- (a) All common paths and passages 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 columns, girders, beams, support, main walls, main gates, fire escapes, entrance and exists of the building.
- (d) All common parts, equipments, installations, fixtures, fittings and spaces in the said complex including tube wells, generators, drainage, sewerage, pump house and all the apparatus and installations for common use.
- (e) Wiring and accessories for general lighting of the common portion and for operating lifts, water pump etc.
- (f) Evacuation pipes, drains and sewerage in the complex and from the complex to the Municipal Duct.
- (g) Lift and lift room etc.

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO

(Terms, conditions, stipulations and covenants to be observed and performed by the purchasers)

1. The purchaser(s) shall carry out all internal repairs in the "Said Unit" at their own cost and expenses and maintain it in good condition and order and shall observe all the rules and bye-laws of the Municipal Corporation and shall not do or suffer to be done anything in or upon "Said Unit" which may be against the rules and bye-laws of the corporation or any other local authority.
2. The purchaser(s) 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

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Partner

hinder or keep or store any goods, furniture, articles in the common spaces, entrances, stair cases.

3. The purchaser(s) shall not use the building in a manner which may cause inconvenience or annoyance to the owners or occupiers of the other units in the building or the complex.

4. In case any sales tax, purchase tax, goods and service tax or any other Government Duty or tax (not being income tax) is payable in relation to the "Said Unit" before or after the registration of the deed, the same shall be on the account of the purchasers from the date of the possession of the "Said Unit" and thereafter the purchaser(s) hereby agree to make payment of such taxes and duties.

5. That all the previous taxes, dues, charges of the said property till the date of possession except described above in previous para, shall be paid by the vendor and thereafter and in future the same shall be paid by the vendee(s)/ purchaser(s).

6. The purchaser(s) agree to observe and perform all rules, regulations and bye-laws of Owner's Association already been formed or to be formed in future from time to time for maintenance and management of the building. The purchaser(s) agree to make payment of their proportionate share of maintenance and common expenses as fixed by the Association.

7. The purchaser(s) shall at no time demand partition of his/their interest in the said plot of land or the said complex or in any part thereof, if being agreed and declared that the interest of the purchaser(s) in the said plot of land, building and the complex is importable.

8. The purchaser(s) shall not demolish or cause to be demolished any part or portion of the "Said Unit" or building or complex or make or cause to be made any new construction of whatsoever nature in such complex or in the said building or in any part thereof.

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9. The "Said Unit" together with the undivided interest in the land and the right to use and enjoy the common areas and facility shall constitute heritable and transferable property.

THE FIFTH SCHEDULE HEREIN ABOVE REFERRED TO

(Common and maintenance Expenses to be paid by the purchaser(s) as decided & intimated by the Managing Committee of the owners' association)

(a) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, common water supply lines, lifts, water reservoirs and tanks, keeping the roof as well as the walls of the building in proper condition. Cost of repairs and painting the exterior of the building and all other common portion and areas.

(b) Salaries of sweepers, caretakers, Chowkidars and Durwans, liftman employed for the upkeep of the common areas.

(c) All Municipal rates taxes, duties and other impositions and levies on all common parts and areas after the date of completion of the building.

(d) 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 of the building.

(e) Insurance premium for insuring the building against earth quake, fire, lightening, mob violence, civil commotion etc, if insured.

For Magadh Developers

Vijay Kumar
Partner

MAP OF
OFFICE SPACE No. _____
ON _____ FLOOR

For Magadh Developers

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Partner

FULL DETAILS OF VALUATION

1. Total land Area for the Building _____ sq.ft.
2. Total Carpet Area of the Complex _____ sq.ft.
3. Total Carpet area of the Office Unit _____ sq.ft.
4. Total Proportionate share of the _____ dec.
land to the Vendee
5. Total Govt. Value of Area of the said Unit
@ Rs. _____/- per sq. ft Rs. _____/-
6. Total Value of proportionate share of
the land @Rs. _____/- per decimal Rs. _____/-

Total Value = **Rs. _____/-**

Total Government Value of the said unit is Rs. _____/-
(Rupees _____) only
and purchase value is Rs. _____. But the Stamp Duty has
been paid duly on the amount which is higher.

IN WITNESSES WHEREOF, the vendor has executed this deed of
absolute sale, by putting his signature on this the _____ day of
_____ at Patna in presence of witnesses.

WITNESSES :

1. _____

.....

Signature of the Developers

PAN : AALFM2298P

GSTIN : 10AALFM2298P1ZT

2. _____

Signature of the Vendee(s)

.....

PAN : _____

Aadhar No. _____

For Magadh Developers

Vijay Kumar
Partner