DEED OF ABSOLUTE SALE

This **Deed of Absolute sale** executed on this **Day** of **……., …….. (Two Thousand ……)** of the Christian Era**.**

BY

MILAN DEEP CONSTRUCTIONS PVT. LTD., a Company Registered under the Companies Act, 1956, vide its Corporate Identity Number – U45200BR20109PTC015396, having its registered office at Milan Lane, Kankarbagh, Town and District – Patna in the State of Bihar, PIN - 800020 **through its Director MR. MILAN CHANGDAR,** son of Sri Paresh Changdar resident of Milan Lane, Kankarbagh, Town and District – Patna in the State of Bihar, PIN - 800020 and by nationality Indian, hereinafter called **"DEVELOPER / BUILDER / VENDOR"**, which term unless repugnant to the context shall include it's assignees, representatives, executors, administrators and Successors in interest of the ***FIRST PART.***

***PAN* - …….**

IN FAVOUR OF

I. **MR./MRS.……..,**Son/wife/daughter of MR.……,
***PAN* – ……....**

II. **MR./MRS.……..,**Son/wife/daughterof MR.……,
***PAN* – ……....**

Both are residing at ……., P.S. - …….., P.O. – ……, Town and District – Patna in the State of Bihar, PIN - 800020, hereinafter referred to as **"VENDEES / BUYERS / PURCHASERS"** which term unless repugnant to the context shall include their heirs assignees, representatives, executors, administrators and Successors in interest of the ***SECOND PART.***

WHEREAS the aforesaid Vendor, the first party is a Builder and its main object is to buy, sell, develop and deal in land and building including commercial and residential Apartments and to carry on buiseness of building contractors for all types of construction for its respective buyers.

WHEREAS to achieve the above object the First Party entered in to a Development Agreement on 20-02-2015 with 1. Mr. Manoj Kumar Singh son of Sri Om Prakash Singh, Mohalla- Neem Ki Bhatti, Gulzarbagh, P.S.- Alamganj, District- Patna, 2. Mr. Dilip Kumar Singh son of Sri Om Prakash Singh R/O- Mohalla- Neem Ki Bhatti, Gulzarbagh, P.S.- Alamganj, District- Patna, and 3. Mr. Law Kumar son of Ram Deo Singh R/o- Village- Sampatchak, P.O.- Bairiya, P.S.- Phulwari Sharif, District- Patna, Bihar Indian citizen Hereinafter referred to as the LAND OWNERS, to develop and construct multi storied building over his land measuring an area- 18.75 decimals situated at Mauza- Abdullahchak, Survey

P.S.- Phulwari present P.S.- Gaurichak, District- Patna bearing It's Survey Thana No.- 123, Khata No.- 12, Survey Plot No. 456, Tauzi No.- 328, hereinafter referred to as the LAND bearing its Deed No.- 1463, serial no.- 1650, Book No.-1, Vol. No.- 35, Page No.- 219- 237 CD- 06 of 2015 at the Office of District Registrar , Patna.

AND WHEREAS, the said company framed a scheme to construct a multi-storey residential complex in the name and style of **"……."** on the said land for the residential purposes for its desirous Buyers/s.

AND WHEREAS, the Developer / Builder / Vendor has obtained the necessary sanction for multi-storey building on the land fully described in First Schedule of this deed from the Certified Architect for Municipal Corporation / Nagar Parishad / Nagar Panchayat Empanelment No…… vide Plan Case No. ……. accorded under provision of section 314 of Bihar Municipal Act, 2007.

AND WHEREAS, the Vendees / Buyers / Purchasers being desirous of obtaining a residential accommodation in said **"....."** is fully satisfied with the scheme of business of the company and the Vendees / Buyers / Purchasers is also aware of the fact that the company has entered and / or entering into separate agreements with other Buyers/s who are interested in acquiring flats in the said complex.

AND WHEREAS, at the request of the aforesaid Vendees, the Vendor / Developer has agreed to sell the property fully described in Second Schedule of this deed to the Vendees. In this context **a registered Agreement for Sale Dated …… Vide Deed No. …….., Book No. 1, Volume No. ……, Page No. ……. to ……. and C.D.No. …… / Year ……., Token No. ……../20… and Serial No. ……., registered at Sub Registry Office, ……..** in the State of Bihar has been executed between the Vendor / Builder and the Vendees / Purchasers with sole and exclusive transferable and irrevocable right to use the same along with the undivided common interest in the staircase, other common areas and services of the building. The aforesaid Vendor / Builder on receipt of the full and final consideration money has relinquished all their right, title, interest in the property fully described in Second Schedule of this deed in favour of aforesaid Vendees.

AND WHEREAS, the entire consideration money of Rs……../- **(Rupees …….)** Only over which **Rs……/-** stamp duty has been paid and balance duties also has been paid by aforesaid Vendees.

AND WHREAS, the Vendees / Buyers / Purchasers are fully satisfied with Quality of all type of materials, amenities, fittings, fixtures, constructions, specifications, super built up area calculation, facilities and structures with all type of finishing according to said agreement and taken inspection of the all types of documents and after satisfied himself about the right, title, interest and possession of the Developer / Builder / Vendor / Land Owners of the said Property and its existence has requested the Developer / Builder / Vendor to grant and execute the conveyance of the property fully described in Second Schedule of this Deed of Absolute Sale.

NOW THIS INDENTURE WITNESSES AS FOLLOWS :-

1. That in pursuance of the agreement and on receipt of the full and final consideration money amounting to Rs……/- **(Rupees …….)** Only fully detailed in mode of payment for the property fully described in Second Schedule of this deed and Vendees / Buyers / Purchasers has paid full and final consideration money to the Developer / Builder / Vendor before the execution of this Deed of Absolute Sale. Developer / Builder / Vendor received the full and final consideration money from Vendees / Buyers / Purchasers and nothing remained due from Vendees / Buyers / Purchasers out of consideration money. Aforesaid Developer / Builder / Vendor on receipt of full and final consideration money in sound state of body and mind and in lieu of full and final consideration money Developer / Builder / Vendor sells, conveys and relinquishes all their right, title, interest with possession in the property fully described in Second Schedule of this deed to the Vendees / Buyers / Purchasers and all right, title, interest and possession which the Developer / Builder / Vendor has now or would have acquired in future in the property fully described in Second Schedule of this deed exactly vested to the Vendees / Buyers / Purchasers absolutely, forever and from today the Developer / Builder / Vendor has no right, title, interest and possession on the property fully described in Second Schedule of this deed and now Vendees / Buyers / Purchasers will enjoy and deal with the property according to their choice and wishes and Developer / Builder / Vendor will have no objection of any kind in it and now Vendees / Buyers /

Purchasers shall have all right, title and interest in the property fully described in Second Schedule of this deed which is already in possession of the Vendees / Buyers / Purchasers and Vendees / Buyers / Purchasers shall HOLD, HAVE and ENJOY the same without any let or hindrances, obstructions, claims, demands whatsoever from the Developer / Builder / Vendor or anybody claiming through them. The Vendees / Buyers / Purchasers shall also be entitled to sell, mortgage, lease or otherwise transfer the property fully described in Second Schedule of this deed to any one without the consent of the Developer / Builder / Vendor / Land Owner or any one forever.

That the property sold conveyed and transferred hereby, after the execution of this deed vests entirely, absolutely and forever in the aforesaid Vendees / Purchasers / Buyers, and the said Vendees / Purchasers / Buyers has been put in possession of the property hereby sold, conveyed and transferred to him / her / them with the description of the property conveyed and given in the Second and Third Schedule at the foot of this Deed of Absolute Sale.

THAT THE VENDEES WITNESSETH HEREUNDER AS FOLLOWS:-

That the Vendees / Buyers / Purchasers are agreed to be a member of the society, if any framed, jointly by Developer / Builder / Vendor for the administration and maintenance of Apartment and its common area and facilities at the said Apartment and further agreed to sign and execute all papers, documents and applications, Bye-law, rules and regulations as may be necessary or required for formation and / or Registry of such society / maintenance committee to be framed by either Developer / Builder / Vendor or the members of the said Apartment.

That the Vendees / Buyers / Purchasers has agreed to keep the said property in good, substantial, repair and condition so as to support and protect the other parts of the said building. The Vendees / Buyers / Purchasers shall regularly and punctually contribute and pay month to month and every month the proportionate share of the cost, expenses and outing including the maintenance and service charges and proportionate taxes, duties or taxes imposed by Government / Competent Authority or as fixed by the society / maintenance committee of said building from time to time. The Vendees / Buyers / Purchasers shall keep all sewers, drains, pipes, passages, stairs, and main entrance of the said property in good condition.

The Vendees / Buyers / Purchasers shall not create or commit any nuisance by throwing accumulated dirt or garbage or rubbish in the area of **"......"** particularly in any area used for common service and facilities.

That the Vendees / Buyers / Purchasers shall not be entitled at any time to cause or make any change or alteration in the basic structure and the exterior of its apartment or in any other built up area / portion of the said apartment nor shall the Vendees / Buyers / Purchasers be entitled to cause to make any changes in any common area of the complex. However, the Vendees / Buyers / Purchasers shall be entitled with the prior permission of society / managing committee / Developer / Builder / Vendor of the complex as the case may be, to make minor changes or alteration in the interior portion of the flat which do not affect the comfort, enjoyment of convenience of other occupants of the complex.

That the Vendees / Buyers / Purchasers shall not at any time demolish, damage its space or any portion of the said complex and also shall not make any addition and / or alteration of whatsoever nature to its space or any portion of the said project.

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

That Vendees / Buyers / Purchasers / the **"......"** Owner Association shall not be entitle to change the name of the complex and it will continue and known as **"......"** forever.

That the Vendees / Buyers / Purchasers shall secure mutation of their names over the unit and super built-up area the office of the state of Bihar or in any such office or department, wherever it is so required, at their own cost and shall pay and deposit the proportionate rent whereof on the valuation imposed or levied by the authority concerned.

That if the Developer / Builder / Vendor enters into any Development Agreement to develop the land or purchase the plot to construct the multistoried complex on adjoining of this property, he can do so and shall use the common passage / area of this complex as the approach road in the other complex constructed or to be constructed in future by the Developer / Builder / Vendor and

the Developer / Builder / Vendor shall have right to extend the said passage in the building as a approach road of other project constructed or to be constructed in future.

That in the event of the additional FAR (Floor Area Ratio) is available for construction neither the Developer / Builder / Vendor nor the resident association shall have the right to put up the additional construction at the complex, as the structure has been designed for B+G+…… no construction is allowed to be done by anybody considering the security of the complex and its residents.

That the Developer / Builder / Vendor further declares and assures the Vendees / Buyers / Purchasers that the vended property is free from all defect of title, lien, encumbrances and charges and Developer / Builder / Vendor have transferable right, title and interest of the property hereby conveyed which shall pass over to the Vendees / Buyers / Purchasers.

That the Developer / Builder / Vendor does hereby future stipulate, declare, assure and covenant that Developer / Builder / Vendor has not done or been party to any act whereby the said conveyed property may be put under charge in title, claim or otherwise or whereby the said Developer / Builder / Vendor is prevented from conveying or assigning the said property of any portion thereof herein appearing by virtue of this deed.

That the Developer / Builder / Vendor upon request of the said Vendees / Buyers / Purchasers, execute all and such acts and deeds whatsoever is required in respect of the said property hereby sold and transferred in favour of the said Vendees / Buyers / Purchasers according to the true intent and meaning of those presents as shall or may be required at the costs of the Vendees / Buyers / Purchasers.

That in case of demolishing of said complex or unit hereby sold to the Vendees / Buyers / Purchasers by any reason either by natural or by any other circumstances the Vendees / Buyers / Purchasers will have undivided proportionate share in land over which said **“.....”** has been constructed but however the Vendees / Buyers / Purchasers shall not be entitled to claim for partition of the said common and undivided shares of land and the Vendees / Buyers / Purchasers at no time shall demand partition of their interest of

any kind in the said building, except their flat, since their interest in the said building, said land and said complex is impartible.

That the Company / Developer / Builder / Vendor shall always and forever have the right to display their name, other ongoing projects, further projects or any other matter through hoardings, sign boards, display boards for advertisements / display purpose inside the building or at any place / common places on the setback Fareas including boundary wall and roof top of the complex to which the unit Purchasers / land owners / building association shall have no objection in any circumstance.

That all cost of Registry regarding stamp duty, Registry fee and other miscellaneous fees has been borne by the Vendees / Buyers / Purchasers and the Developer / Builder / Vendor shall have no concern with the same and the valuation of this property with respect to payment of Stamp duty and Registry payable to the Registry department is only responsibility of Vendees / Buyers / Purchasers and the Developer / Builder / Vendor is not responsible for any type of impounding or penalty or demand made if so, in any case, in future in this regard.

That it is agreed upon and specifically stated that wherever the words "Developer / Builder / Vendor" and the words "Vendees / Buyers / Purchasers" have herein been used shall give fullest meaning and widest scope of their heirs, successors, administrators or assigns.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO:-

(Description of Entire Land of the apartment over which ".....")
has be constructed)

All that piece and parcel of the land measuring an area of 18.75 Decimals more or less situated at Mauza- Abdullahchak, Survey P.S.- Phulwari present P.S.- Gaurichak, District- Patna bearing It's Survey Thana No.- 123, Khata No.- 12, Survey Plot No. 456, Tauzi No.- 328, hereinafter referred to as the LAND Patna within the jurisdiction of Sub Registry Office - …….. and District Registry Office, Patna in the state of Bihar, within the limit of Patna Regional Development Authority (Dissolved) / Nagar Parishad ……. Nizamat / Gram Panchayat / or Other Competent Authorities, as applicable, and bounded as follows :-

NORTH :- …….

SOUTH :- ……

EAST :- ……..

WEST :- ……..

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:-

(Which will be exclusive property of the Vendees / Buyers / Purchasers and which is being sold to the Vendees / Buyers / Purchasers absolutely and forever)

All that right, title, interest, liberty, privilege, right of easement, right of residence, right of all claim with possession of residential **FLAT NO……..** on the ……. **FLOOR** in the building known as **"....."** having a Super Built-Up area of more or less …… **(…….) SQUARE** with **ONE RESERVED CAR PARKING SPACE FOR FLAT NO. ……** on the **BASEMENT / GROUND FLOOR** along with undivided proportionate share in the land, common assets and common area including all amenities, fittings and fixtures Situated at Mauza- Abdullahchak, Survey P.S.- Phulwari present P.S.- Gaurichak, District- Patna bearing It's Survey Thana No.- 123, Khata No.- 12, Survey Plot No. 456, Tauzi No.- 328, hereinafter referred to as the **LAND** within the jurisdiction of Sub Registry Office - ……. and District Registry Office, Patna in the State of Bihar, within the limit of Patna Regional Development Authority (Dissolved) / Nagar Parishad ……. Nizamat / Gram Panchayat / or Other Competent Authorities, as applicable, and bounded as follows :

NORTH :- ……

SOUTH :- ……

EAST :- ……..

WEST :- …….

Note – *Government Valuation is mentioned at* ***M.V.R. Code – …… and Zone-…..***

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO:-

(Description of the common portion and areas)

(a) All exterior conduits, utility, lines, underground and overheads and water tanks.

(b) Exterior electric lighting and other facilities necessary to the upkeep and safety of the said building.

(c) Care taker rooms, if available, lobbies and hall, way within the said building which are not a part of said unit.

(d) Water tanks and other facilities located in the said complex to serve or benefit more than one unit.

(e) Conduits utility lines, telephone, intercom and electrical systems contained within the said building.

(f) The roof of the said unit be used both as the roof of the said unit and floor of the unit constructed above it. Similarly the floor of the said unit shall be used both as the floor of the said flat and roof for t he flat below it, thus the roof and floor of the said unit shall jointly belong to the Vendees / Buyers / Purchasers and the Purchasers of the flat above and below the said unit.

(g) The wall and columns if within the outside of the said unit separated as the walls separation the said unit on the same floor belongs to the Buyers and the said common wall separating the unit from other unit or the same floor belong to the Buyers of the other unit.

(h) The proportionate undivided share in the common utility area, land within the boundary wall of the complex jointly belongs to the Buyers of the other occupants in the said complex.

(i) Proportionate share in the common space in the said complex like stair case in the floors, lift, staircase landing on all the floors, electrical common meter, common passage on each floor and lobby on ground floor etc. as well as water pump, swimming pool, water tank and electrical common connection, guard room, generator etc. in the said complex.

(j) The right of access from the exit to the main road either directly and / or though gates, passages, stairway, lift, landing, lobbies and common areas.

(k) All common parts, equipments, installations, fixtures, fittings and spaces in the said complex including tube wells, lifts, generators, drainage, sewerage, pump, fire equipment and all the apparatus and installations for common use. Wiring and accessories for general lighting of the common portion and operating lifts, water pump etc.

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO:-

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

(a) The Purchasers shall carry out all internal repairs in the said unit at their own cost and expenses and maintain it in good condition, status and order and shall observe all the rules and bye-laws of the Municipal Corporation / competent authority and shall not do or suffer to be done anything in or upon said bye-laws of the corporation or any other local Authority.

(b) The Purchasers shall keep the common area and the compound 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 space, entrances and stair cases.

(C) The Purchasers shall not use the complex in a manner which may cause inconvenience or annoyance to the Owner or occupiers of other units in the building of the complex.

(d) In the case any Services Tax, Sales Tax, Purchase Tax or any other Government Tax of Duty (not being Income Tax) is payable in relation to the said unit, the same shall be on the account of the Purchasers and the Purchasers hereby agree to make payment to such Taxes or Duties.

(e) The Purchasers shall indemnify and keeps the Developer / Builder / Vendor indemnified and harmless from or against any claim or demand for payment of such Taxes, Duties and other liabilities which are required to be paid and discharged by the Purchasers.

(f) The Purchasers agrees to observe and perform all rules, regulations and Bye-laws of Owner's Association already been formed or to be formed for maintenance and management of the building. The Purchasers agrees to make payment of their proportionate share of maintenance and common expenses as fixed by the Association.

(g) The Purchasers shall at no time demand partition of their interest in the said plot of land or the said building or the said complex or on any part thereof, it being agreed and declared that the interest of the Purchasers in the said plot of land, building and the complex is impartiable.

(h) The Purchasers 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 in any part thereof. The Purchasers shall not make any addition or alteration in the said unit without the previous consent in writing of the Developer / Builder / Vendor or in the Association or Managing Committee of the Apartment or / and the competent authority of P.R.D.A. / Patna Municipal Corporation as the case may be.

(i) The Purchasers shall not use or permit user of the said unit in a manner which would diminish the utility of the common maintenance.

(j) The said unit together with the undivided proportionate interest in the land and the right to use and enjoy the common areas and facilities shall constitute heritable and transferable property.

(k) If on any further date the said complex is acquired or requisitioned by the Government or any other competent Authority, the Purchasers shall be entitled to receive proportionate share of the total value or compensation to be received or recovered.

THE FIFTH SCHEDULE HEREIN ABOVE REFERRED TO:-

(Common and maintenance expenses to be paid by the Vendees / Buyers / Purchasers)

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

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

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

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

(e) Salaries of Sweepers, Caretakers and Durwans, Liftman employed or any other for the upkeep to the common areas.

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

(g) All Municipal rates, taxes, 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 specially provided.

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

(k) Cost of AMC (Annual Maintenance Contract) for firefighting system, EPBAX & CCTV system, Lift etc.

(l) The Vendees / Buyers / Purchasers, through themselves and through as member of aforesaid building housing society will ensure proper maintenance of essential and lifesaving amenities/facilities like fire fighting systems, EPBAX, and CCTV systems, power back up system(Generator, invertors etc.) by giving annual AMC to qualified and experienced persons/agencies.

MODE OF PAYMENT

The amount received by Developer / Builder / Vendor counts of two components i.e. consideration money and service tax, as per the rules regulations of central board excise and custom, Department of revenue, ministry of finance, Government of India. Break up of Ch./D.D. Amount i.e. consideration money and service tax has been mentioned hereunder.

Ch./D.D. No.	Bank	Dated	Ch./D.D. Amount	Received as Service Tax	Received as Cons. Money

Total - `Rs

GOVERNMENT VALUATION OF THE PROPERTY HEREBY CONVEYED

1.	Total Land of the Apartment	……..	Square Feet
2.	Total Super–Built up area of the Apartment	……..	Square Feet
3.	Ratio per Square Feet	……	
4.	Total Super–Built up of the Flat	……	Square Feet
5.	Total Undivided Proportionate Share in the Land	…….	Square Feet
		or ……	Decimals
6.	Total Valuation of proportionate share in Land	Rs……./-	
7.	Total Valuation of the Flat	Rs……./-	
8.	Valuation of One Car Parking Space	Rs……/-	

Total = Rs……/-

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 DEVELOPER / BUILDER / VENDOR

2.

SIGNATURE OF THE VENDEES / BUYERS / PURCHASERS