

PERFORMA OF DEED OF ABSOLUTE SALE

1. NAME AND ADDRESS OF THE VENDOR:-

M/S RAJ CONSTRUCTION a Partnership firm under Indian Partnership Act, 1932 having its registered office at New Chitragupt Nagar, Parvati Path, P.S.- Patrakar Nagar, District- Patna, in the state of Bihar through its Managing Partner namely **Sri Rajesh Kumar** s/o Sri Rajendra Singh, resident of Lalji Tola, P.O. – G.P.O., P.S. – Gandhi Maidan, Town and District – Patna, hereinafter referred to as "DEVELOPER FIRM" which expression shall unless excluded by or repugnant to the context, deemed to mean its successors, representatives, executors, receivers, administrators and assign of the FIRST PART.

2. NAME AND ADDRESS OF THE VENDEE:-

Sri s/o Sri resident of,
 Mohalla –, Town & District-, in the state of
which term and expression unless excluded by or
 repugnant to the context, shall mean and include his heirs, legal
 representatives, executors, nominee and assign of the SECOND
 PART.

3. NATURE OF THE DOCUMENT:-

DEED OF ABSOLUTE SALE

4. CONSIDERATION AMOUNT:-

The total cost of flat including Parking space is Rs/-
 (Rupees) only but as per calculation of the Government
 valuation it comes to Rs. /- (Rupees only) and
 stamp duty is paid accordingly.

5. DESCRIPTION OF THE PROPERTY:-

Flat bearing no. on along with car parking no-
 on basement floor in, Project at Mauja-
 measuring super built-up area is and built up area
 is with undivided proportionate share of land constructed by
 M/S RAJ CONSTRUCTION being constructed on bearing Khata No.
, Plot No., Thana No-, Tauzi no. -
, Ward no.-, P.S.- in the town and district of
 Patna under P.M.C. Authority, in the state of Bihar the said flat shall
 be aggregate on the following:- and the same is bounded as follows:

BOUNDARY OF FLAT NO.

North :

South :

East :

West :



(1) Built-up area comprised with the said flat. Super built-up area is the sum of built-up area and service area. Service area is 25% of the super-built-up area or built-up area divided by 0.75.

(2) Area of the walls and columns, if any within and outside the said flat have the wall or walls separate the said flat from the other flats on the same floor in which case 50% (fifty percent) of such common wall shall be taken into account.

BETWEEN

M/S as fully described in column no. 1, of this deed, hereinafter referred as the VENDORS / DEVELOPERS which expression shall unless excluded by or repugnant to context mean and assignees in interest of the FIRST PART.

..... as fully described in column no. 2, of this deed, hereinafter referred as the Vendee which expression shall unless excluded by or repugnant to the context mean and include his heirs, successors, and assignees in interest of the OTHER PART.

RECITALS

WHEREAS, the property fully described in column no. 5 of this deed, Plot no. is recorded tenant ... record of the Government .

AND WHEREAS all the owners entered into registered deed of development agreement with through said Sri Rajesh Kumar vide development agreement:- which is registered in the office of the District Registrar Patna, and on the basis of Development Agreement the said vendors are executing Agreement / sale deed in favour of the vendee aforesaid.

According to deed of development agreement the aforesaid vendor (M/S RAJ CONSTRUCTION) started construction there on as per development agreement after approval of the P.M.C. sanction plan case no.

AND WHEREAS, the said vendor has developed and constructed the multi-storied building over the said property at its own cost in the shape of finished flat and so now the vendor in capacity of sell the flat.

AND WHEREAS, the vendee approached the vendor to purchase the finished flat along with car parking space for a consideration of Rs only, fully described in description of the property above mention, together with the undivided common interest in the staircase and other common area, and the vendor on receipt of the full consideration towards their share have relinquished all the right, title and interest in the said flat along with car parking space to vendee and has further requested to execute a registered sale deed in favour of the vendee.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:-

1. That the vendor has agreed to sell and the purchaser fully relying on the above recited representations of the vendee has agreed to purchase the said flat fully described in column no. 5 of this deed, hereunder written on the terms and conditions hereinafter contained.
2. That the total consideration amount against the flat for a sum of only between vendee and vendor.
3. That the total consideration amount against the flat along with car parking space is only which has already been received by the vendor from the vendee before execution of this deed

and the said vendor has granted receipt thereof to the vendee and acknowledged the same.

4. That the vendor further have no claim regarding the flat or consideration amount and the vendor has further no right to demand any single penny from the vendee after execution of this deed except service tax imposed by the government which shall be the constant liability of the purchaser / vendee.

5. That the aforesaid super built-up area of the said flat with the area of wall and columns as explained above in the description of the property which shall be the exclusive property of the vendee and the undivided share in the common utility area in the said building like stair / staircase landing / lobby on all floors and room for generator set, transformer and electrical sub-station / electrical common meter room / guard room, common passage on each floors and drive way on ground floor / terrace roof floor area and set back area of building etc., which shall be joint property of all the flat owner's including the vendee.

6. That apart from the common wall and column which shall joint belong to the vendee and the owner of the adjoining flat or flats the entire other walls of the said flat shall belong to the vendee.

7. That the vendee shall have full right, title and interest in the proportionate undivided share in the land and in the said flat which is already in the possession of the vendee and shall hold and enjoy the same without let or hindrance whatsoever from the vendor or anybody calming through the vendor. The vendee shall also be entitled to sell, mortgage, lease or otherwise transfer the said flat, to anyone.

8. That the vendee along with the other purchaser of the said building / apartment shall form a society or the association for proper maintenance of the said building and shall make regular payment of

her proportionate share to the said Society or Association and shall abide by the Rules of the said society / Association.

9. That the vendee shall be liable to pay any type of all taxes and other charges as payable to the Patna Municipal Corporation or any other authorities and service tax with respect to his flat.

10. The vendee shall carry out all internal repairs in the said flat at her own cost and maintain it in good condition, if required, without causing annoyance to any other owner / occupier.

11. The vendee covenants with the firm and through them with the purchasers of the other flat that he shall not ever demolish or cause to be demolished any outside of the said building or any portion of the said building nor shall be at any time make or cause to be made any new complex or any part thereof. The vendee further covenants that he shall not make internal alterations to the said flat with the previous consent in written permission from the Society / Association of the Building and vendor.

12. The vendor shall have the right to construct any portion or put up additional structures on present roof or terrace of the building and the construction shall be entitled to deal exclusive property of the vendor who shall be entitled to deal with or dispose of in such manner as vendor may deem fit, the vendee shall not be entitled to rise or nor shall raise or create any obstruction or hindrance of any nature whatsoever on such right of the vendor nor vendee, shall claim any right, title and interest in such additional structures raised over present roof / terrace vacant parking space or vacant land in the said complex, the roof of the building in the above manner shall be exclusive property of the vendor and the vendee shall not create any hindrance of any nature about the roof/ terrace of the building only.

13. That the said flat and / or part thereof is not affected by any acquisition or acquisition proceeding of any authority or authorized

under any of the law for the time being in force / and / or otherwise nor any notice to the said effect has been served on the vendor in relation to the aforesaid and concerning the said flat constructed by M/S RAJ CONSTRUCTION

14. That the vendor further declares and assures the vendee that the vended property / flat as fully described in column no. 5, of this Deed is free from all defect of title, lien encumbrances and charges and the vendee has transferable right title and interest over the property hereby conveyed which shall pass over to the vendee.

15. That the vendor is selling the said flat to the vendee from his / its share in the aforesaid Complex according to development Agreement.

16. That the vendor has put the vendee in peaceful, physical and exclusive possession of the vended property fully described in column no. 5, of this deed and vendee shall get his name mutated in Patna Municipal Corporation and in other Office wherever it is required and shall pay the taxes.

17. That in case of demolition of the building / premises due to any reason viz., earthquake, building modification then the vendee shall be entitled for the proportionate share of land in the said property.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO :-

(Description of land on which "..... "apartment has been constructed)

ALL THAT, piece or parcel of free hold rayati land measuring an area of situated at Mauza-, Ward no.- (new), P.S.- in the town and district -Patna, bearing Khata no., Thana no-, Tauzi no. -....., Thana, Zone-....., Patna and within the limit of Patna Regional Development Authority, and P.M.C. Patna,, and the same is bounded as follows: -

BOUNDARY OF LAND:-

NORTH: 20' wide Road

SOUTH: Plot no.

EAST : Part plot no

WEST : Main Road

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO:-

1. All cost of maintenance, operation, repairs, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts including the other of the project, parking space and boundary walls and that of generator, water pump, tube-well, and over head water tank, water pipe line, sewerage, rain water and/or soil pipes fire fighting instruments etc.
2. The salaries and other expenses for all persons employed for common purposes.
3. The Insurance Premium for insuring the project building against earthquake, fire, lighting, mob-violence, civil commotion etc, if insured.
4. Expenses for supplies of common utilities and payments of all charges and/or deposits for providing the H.T.Line and/or on any there account to P.E.S.U. and other authorities and/or organization.
5. Municipal and other rates and all type of taxes and levies and all other outgoing save those which cannot be separately assessed or incurred in respect of any unit.
6. Cost of establishment and operations of the Builder / Association / Co-operative Society / Private Limited Company relating to common Purposes.
7. All other expenses and outgoings as are deemed by the Builder / Association / Co-operative Society / Private Limited Company to be necessary or incidental for replacement, renovation, painting and/or periodic repainting or repairing of the common parts.

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO:-

- (a) Each Apartment is a separate residential unit which is transferable and heritable as such, but it shall not be partitioned or subdivided for any purpose whatsoever.
- (b) Each Apartment owner, present or in future shall be entitled to an undivided interest in the common areas, land and facilities in the percentage expressed in the declaration to such Apartment.
- (c) The common areas and facilities general and restricted shall remain undivided and no owner shall initiate any action for partition or division thereof so long as the property shall remain submitted to the provisions of the said Act.
- (d) The percentage of the undivided interest in the general or restricted common areas and facilities, as expressed in the declaration, shall not be altered except with the consent of all the apartment owners expressed in an amended declaration duly executed and registered as provided in the said act.
- (e) During the period the property remains subject to the said act, no encumbrance of any nature shall be created against the property, through such encumbrance may be created only against each apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment in the same manner as in relation to any other separate parcel of property subject to individual ownership.
- (f) The percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered is not expressly mentioned in the conveyance or other instruments.
- (g) No apartment owner shall do anything which would be prejudicial to the soundness and safety of the property or reduce the

value thereof or impair any easement or heriditament or shall add any material structure or execute any addition basement or cellar.

(h) For the purpose of effective administration of the property and for due maintenance, repair and replacement of the common areas and facilities, the apartment owner, shall strictly comply with the provisions of the said Act and the byelaws made there under and shall pay their share of common expenses, as assessed by the association of apartment owners and on failure to comply with any such requirement shall be a proper ground for action for damages or for other relief or relief's at the instances of the manager on behalf of association of apartment owners or in proper case by the association of Flat owners.

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO:-

(Common and Maintenance Expenses to be paid by the purchaser)

- (a) Cost of operating, maintaining, overhauling or replacing water pump, electric meters/electric bill, and common water supply line.
- (b) Cost of maintaining water reservoirs and tank on the roof.
- (c) Cost of maintaining or keeping the roof as well as the wide walls of the building in proper repairs and water in 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, Chowkidars and Durwans, Employed for the upkeep of the common areas.
- (f) Cost of incorporation and formation of the Association for maintenance of the building.
- (g) All Municipal rates, Service taxes, Duties and other imposition 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 the building against earthquake, fire, lightning, mob violence and civil commotion etc. if insured.

(k) Explained that all the above charges referred to in fourth schedule shall be payable proportionately.

FULL DETAILS OF VALUATION: -

1. Area of land over which building is constructed = sq.ft.
2. Total Super-builtup area of Apartment = sq.ft.
3. Super -builtup area of flat = sq.ft.
4. Proportionate share of land = sq.ft.(..... Decmil)
5. Value of flat (..... sq.ftx@Rs/- per sq.ft)= Rs./-
6. Value of proportionate share of land (0.0023X318.181 sq.ft. x @ Rs./- per Decmil) = Rs./-
7. Value of Car parking = Rs /-

Total Government valuation of the document is Rs./-

But actual agreement valuation of the property is Rs./-

which is lower than Government valuation.

DETAILS OF PAYMENT:-

That the total consideration amount a sum of Rs/- (Rupees Forty lacs) and service tax amount Rs. (.....) only has already been received by the vendor from the vendee before execution of this deed in following different part :-

- a) Rs./- by cheque no. dated ofBank.
- b) Rs./- by cheque no. dated ofBank.
- c) Rs./- by cheque no. dated ofBank.

IN WITNESSES WHEREOF, the vendor has executed this deed of Absolute Sale, by putting their signature on this theth day of June 20....., at Patna in presence of witnesses.

Certified that, the Vendor and the Vendee have put their signature and left hand all finger impression in presence of witnesses.

WITNESSES:-

1.

(Sri Rajesh Kumar)

For M/S RAJ CONSTRUCTION

PAN NO. AALFR9784P

Mobil no.

2.

SIGNATURE OF THE VENDOR

(Sri)

PAN NO.

Mobil no.

SIGNATURE OF THE VENDEE