☎ : 0612-2682386

TRIBHUWAN
DEVELOPERS & CONSTRUCTION (PVT.) LTD.

Ref. ..... *Date* .....

DEED OF ABSOLUTE SALE

THIS DEED OF ABSOLUTE SALE is made in Patna on this ..... day of ....., 201.. of the Christian era.

BETWEEN

1. NAME & ADDRESS OF THE VENDOR :-

TRIBHUWAN DEVELOPERS AND CONSTRUCTION (PVT.) LTD., a limited Company incorporated under the "Companies Act 1956", bearing Registration no- U45200BR1997PTC007874 and having its registered office at Road no- 1, Rajendra Nagar, Patna through its Director **SRI MITHILESH KUMAR**, son of Late Ramjee Prasad, hereinafter referred to as the DEVELOPERS (which terms and expression shall mean and include, unless repugnant to the context of the nominees, assignees, authorized representative, successors in office and executors) on the **ONE PART**.

IN FAVOUR OF

2. NAME & ADDRESS OF THE VENDEE/BUYER

..... S/o ..... hereinafter referred to as VENDEE/BUYER (which terms and expression shall mean and include, unless repugnant to the context, nominees, assignees, heirs and executors) on the **SECOND PART**.

3. NATURE OF THE DOCUMENT :-

DEED OF ABOLUTE SALE

4. AMOUNT OF CONSIDERATION :-

Rs. ...../- (.....) only, but stamp duty paid on the valuation of Rs. ...../- (Rupees .....) only.

DESCRIPTION OF THE PROPERTY HEREBY CONVEYED:-

All the Flat No.- ..... on the Third Floor, ... facing of the Multi-storied building-named as *" TRIBHUWAN'S GARDEN"* measuring total Super built-up area of ..... Sq. Ft. (.....square feet) on the ..... Floor with one reserve car parking space No.- ..... on the Ground Floor with undivided proportionate share in the land and common assets and common area including all amenities, fitting and fixture, Situated Mauza- Kothwan, P.S.- Danapur, Sub and Sadar Registration office – Danapur and District– Patna, within the jurisdiction of Danapur Nagar Nijamat and within the limit of Nagar Nijamat, Danapur under Thana No.- 37; Thana Code No.- 158, and constructed over the land bearing Tauzi No.- 809, Khata No.- 105, C.S. Plot No.- 50 and bounded as follows:-

BOUNDARY of the Flat No.- ..... on the ..... Floor:-

NORTH :- .....

SOUTH :- .....

EAST :- .....

WEST :- .....

RECITALS

AND WHEREAS, the land more fully described in Schedule -1 below hereunder this deed is acquired property of the Owners **(1) Sri Arun Kumar Mishra** is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 323.05 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 05.06.2002 registered as documents no. 3219 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 11.03.2016 registered as document no. 3334 at the office of the Sub-Registrar; (2) **Sri Manindra Manish,** is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 323.05 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 30.08.1990 registered as documents no. 7938 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 02.12.2015 registered as document no.12152 at the office of the Sub-Registrar; (3) **Smt Asha Prabha** is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 323.05 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 30.08.1990 registered as documents no. 7937 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 02.12.2015 registered as document no.12152 at the office of the Sub-Registrar (4) **Smt Gita Singh,** is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 397.30 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 01.11.1990 registered as documents no. 11264 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 18.12.2015 registered as document no.12953 at the office of the Sub-Registrar **(5) Sri Vaidyanath Pd Singh,** is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 317.84 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 26.06.1990 registered as documents no. 3530 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 18.12.2015 registered as document no.12953 at the office of the Sub-Registrar (6) **Smt. Manju Prabha,** is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 156.60 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 15.06.1990 registered as documents

no. 3225 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 18.12.2015 registered as document no.12953 at the office of the Sub-Registrar (7) **Sri Dineshwar Prasad Singh**, is the absolute **and** lawful owner of khasra No.50., Mauza- Kothwan, Khata No.105, Tauzi No.809, Thana Code-158, thana no.37 totally admeasuring 156.60 Sq meter situated at Kali Mandir Road, in Tehsil and District – Patna("Said Land") *vide* sale deed(s) dated 15.06.1990 registered as documents no. 3226 at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 18.12.2015 registered as document no.12953 at the office of the Sub-Registrar Landowner agrees to distribute the built –up/ Garage as equally in Development agreement. Boundry of the total land as follows:-

BOUNDARY:-

NORTH	:-	Plot No.48,(Vijay Vihar Sahkari Nirman Sahyog Samitee)
SOUTH	:-	Branch Road
EAST	:-	Society plot no.08(Kalyani sahkari Grih N.S.Samitee)
WEST	:-	Society Plot No.15(Kalyani sahkari G.N.S.Samitee).

AND WHEREAS, Danapur Nagar Parishad has accorded permission for construction of the Building through Plan Case No.- 105/ 2017-18 dated 04/01/2018 and now a new building is being constructed on the said land by "Tribhuwan Developers and Constructions (P) Ltd.", Patna in the name and Style of ***Tribhuwan's Garden"*** hereinafter referred to as the "BUILDING" comprising several flats.

AND WHEREAS at the request of the Vendee above named, the Vendor fully mentioned in column no. 1 above, have agreed to sell the Flat No..... on the ..... Floor of the building, fully described in column No.- 5 of this deed.

AND WHEREAS, there is no hitch left now in execution of land registration of the indenture of sale in respect of the said Flat No..... on the .....Floor as the Vendee have agreed to pay Stamp Duty and other expenses to be incurred and has further requested the Vendor, fully mentioned in column No. 1 above to execute and register a Deed of absolute sale in favor of the of the above named Vendee.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS :-

1. That in pursuance of the agreement and in consideration of the aforesaid Flat No. ..... on the ..... Floor, measuring ..... Sq. Ft. of super built-up area with the undivided proportionate share in the land and the common space in the building known as " ***Tribhuwan's Garden"*** in the said building, situated at Mauza- Kothwan, Kali Mandir Road, P.S. Danapur, District Patna, the Vendee have paid full consideration money of Rs. ...../- (Rupees .....) only to the Developer/Vendor before the execution of this Deed of absolute sale, the receipt of which is hereby acknowledged and confirmed by the Developer/Vendor. The Developer/Vendor in his sound body, health and mind received amount before the execution of this deed.

2. That the Vendor hereby agree and covenant with the Vendee/buyer as follows:-

i) That the land Owner/Vendor is the sole and absolute owner having a good and subsisting right and title to convey to the vendee the aforesaid property, mentioned in column no. 5 of this deed.

ii) That the Vendee shall have all right, title and interest in the proportionate undivided share in the land and said Flat No. ..... on the .....Floor which is already in possession of the Vendee and he shall hold, have and enjoy the same without any or hindrances, obstructions, claims, demands whatsoever from the owner/Vendor and the Developer/Vendor or any body claiming through them. The Vendee shall also be entitled to sell, mortgage, lease or otherwise transfer the said Flat No. .....on the ..... Floor That the land owner/ Vendor bear the land sold in respect of the property conveyed up to the date of this Deed and the Vendee shall bear the allocable portion thereof hereafter in respect of the property conveyed to him from the date of this Deed.

iii) That the Vendee shall be entitled to have the property mutated in his name in all the government/Municipal and other records and hence pay the taxes on the said property in his own name.

3. That the DEVELOPER-BUILDER/VENDOR hereby agree and covenant with the Buyer/Vendee as follows :-

i) That the aforesaid Super built-up area is including of the Carpet area of the said flat along with the area of walls, and columns as explained herein below which shall be the exclusive property of the vendee and undivided share in the common utility area in the building like stair case, stair case landings, tube-well, electrical common meter room, common generator, lift ,common passage of the same and lobby on the ground floor etc .which shall be the joint property of all the Buyer/Purchaser including the vendee in the said building.

ii) That roof and floor of the said flat shall jointly belong to the vendee. That apart from the common walls and columns which shall jointly belong to the vendee and the owner or owners of the adjoining flats; the entire internal walls shall belong to the vendee.

iii) 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 any or obstruction what so ever from the vendor or anybody claiming through the vendor. The vendee shall also be entitled to sell, mortgage, lease or otherwise transfer the said flat, to any person without the consent of the vendor-cum-land owners.

iv) That the vendee shall not do any hindrance to any one or hindrance in any way of the other purchaser of any Flats or any part of the building.

v) That the vendee along with the other purchaser of the said building/apartment shall from a society or the association for proper maintenance of the said building and shall make regular payment of their proportionate share to the said society or association and shall abide the Rules of the said Society/Association.

vi) That the vendee shall be liable to pay the all types of taxes and other charges or government of Bihar/service tax if any with respect to his flat.

vii) That the vendee shall carry out all internal repairs of the said flat acquired by him at his cost and maintain it in good condition, if required.

viii) That the vendee covenants with the Association/Society and through their with the purchaser of the other flat that they shall not ever demolish or cause to be demolished any part 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 construction what so ever, in the said building or the said complex or any part thereof. The vendee further covenants that he shall not make additions or alterations to the said flat without the previous consent in written permission from the Society/Association of the building.

ix) That the apartment owners shall own the common areas and facilities jointly. Neither the promoter nor the Association of Apartment owners shall have any ownership right in the "Common areas and facilities". The Association of apartment owners shall be vested with the management and maintenance of the "Common areas and facilities". The necessary work of maintenance, repair and replacement of the common areas and facilities and the making of any addition or improvement or alteration therein shall be carried out only according to provision made in the apartment Act.

x) That the said flat and or part thereof is not effected by any acquisition or acquisition proceedings 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 have been served on the vendor in relation to the aforesaid and concerning the said flat.

xi) That the vendor further declares and assures the vendee that the vended property i.e. Flat No. ..... on the ..... Floor, as fully described above is free from all defects of title, lien, encumbrances and charges and vendor has transferable right, title and interest of the property hereby conveyed which shall pass over to the vendee.

xii) That the vendor has put the vendee in peaceful, physical and exclusive possession of the vended property fully described above and the vendee shall got his name mutated in Nagar Nijamat, danapur, Patna, in other offices wherever it is required and shall pay the taxes.

xiii) That the vendee shall be liable to pay the all types of taxes and other charges or government of Bihar/ tax if any with respect to his flat.

xiv) That the Builder/ Vendor has executed a registered Deed of Agreement in favor of the Vendee in respect of the Flat No. .. on the ..... Floor described in column No.- 5 of this deed through Registered Deed No.- ...../201.., Book No..., Vol. No. ..., Pages ... to .... C.D. ..., Registered at Patna dated .....201... and the Vendee has deposited as Stamp Duty of Rs. ...../- (Rupees .....) only.

DETAILS SCHEDULE OF Tribhuwan's Garden"

Total land of the Apartment .....

2. Total Built-up area of the Apartment .....
3. Total Super built-up area of the flat .....
4. Total value of proportionate share of the land to the Vendee .....
5. Total value of the flat Rs...../-
6. Total value of proportionate share Rs. ...../-

7. Car Parking Rs. ...../-

Total value- Rs.

IN WITNESS WHEREOF, the above named Vendor/ Developer-Builder and the vendee have put their respective signature on this deed of Absolute sale after going through the contents of the documents and fully understanding the implications of the transactions on this day, month and year above written , in presence of the below noted attesting witnesses.

WITNESSES:-

1.

SIGNATURE OFTHE VENDOR.

Company's PAN No. AACCT0272C

2.

SIGNATURE OF THE VENDEE.

PAN-