

BRIEF PARTICULAR OF THE DEED OF ABSOLUTE SALE CUM

CONVEYANCE

Nature of Property	: -	Residential R.C.C. Structure
RERA Registration No.	: -	-----
Mohalla /Village	: -	Jakariayapur
Type of Property	: -	Flat, (-----)
Nos. of Floor	: -	----- Floor
Name of Property	: -	EAST END HEIGHTS
Tower Number	: -	Tower No. -----
Super Built-up Area	: -	Sq. ft.
Carpet Area	: -	 Sq. Ft.
Sale consideration	: -	Rs./-

DEED OF ABSOLUTE SALE CUM CONVEYANCE

1. **NAME & ADDRESS OF VENDOR :** **M/S KUMAR BUILDCON PVT. LTD** (CIN NO. U74200BR1987PTC002803), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at **201, N.P. Centre, New Dak Bunglow Road, P.S.- Kotwali, Dist.- Patna - 800001** and its corporate office at **201, N.P. Centre, New Dak Bunglow Road, P.S.- Kotwali, Dist.- Patna - 800001**. (PAN-AAACK9902G), represented by one of the Directors S/o, residing at, hereinafter referred to as the Developer (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors in office and assigns or nominees) of the FIRST PARTY.
2. **NAME AND ADDRESS OF THE VENDEE:** S/o (Aadhar No.), aged about Years resident of – (PAN –). Indian Citizen. **Mobile No-**
3. **NATURE OF THE DEED:** ABSOLUTE SALE CUM CONVEYANCE DEED.
4. **CONSIDERATION MONEY:** **Rs./-** (Rupees:) only.
5. **DESCRIPTION OF THE PROPERTY SOLD UNDER THIS DEED:** Flat No. (**Tower No.....**) having a Super Built-up area of sq. ft. carpet area Sq. Ft. along with one Car parking space (Without any cost) in Basement Floor or Ground Floor, fully described in Schedule given below, on Floor of the building commonly known as **“EAST END HEIGHTS”** at Khilchipur, Digha, Patna.

AND WHEREAS the schedule land belongs to Reserve Bank of India. Employee Co-operative House Building Society Ltd. Patna (hereinafter referred as the society) Registered under Bihar & Orissa Co-operative Society Act, 1925 having it's registration No. 23 PAT 1958-59.

AND WHEREAS the Reserve Bank of India Employee Co-operative House Building Society Ltd. Patna purchased an area of 81 Katha of Land from Mahendar Prasad, son of Hari Prasad bearing deed No 5458 dated 18.12.1979, deed No 4743 dated 30.10.1979 and

from Mahendar Prasad, son of Hari Prasad, Deed No 4742 dated 30.10.1979 from Surendra, Prasad, son of Hari Prasad, deed No 4741 dated 25.10.1979 from Ram Ayodhya Prasad, son of Ram Dahin Mahto, deed No. 5459 dated 18.12.1979 from Surendra Prasad, son of Hari Prasad Sao, deed No. 477 dated 09.02.1980 from Ram Ayodhya Prasad and deed No. 465 dated 09.02.1980 from Surendra Prasad and deed No. 5457 dated 18.12.1979 from Ram Ayodhya Prasad, son of Ram Dahin Mahto. By this way the society purchased an area of 81 Katha of Land at Mauza Jakariyapur, P.S. Alamganj, Thana No. 15, District Patna bearing Tauzi No. 434 and 435, Khata No. 29,38,54,50 and 46 bearing plot No. 425,426,427,428,429 and 430. The society came in possession of their purchased land.

AND WHEREAS Government of Bihar to establish Pariwahan Nagar, under notification dated 06.04.1985 for acquiring vast track of land the land which included the land of Reserve Bank of India Employee Co-operative House Building Society Ltd. measuring 81 katha at Mauza- Jakariyapur, P.S.- Alamganj, Now Agamkuan, District- Patna.

AND WHEREAS, that the society aggrieved by the acquisition filed C.W.J.C. before the Hon'ble High Court, Patna bearing C.W.J.C. No. 3676 of 1985. The society further filed M.J.C. No 1277 of 1995 against the State of Bihar, Patna Regional Development Authority in favour of society on under which judgment and order was passed on 2nd January 1991. The society subsequently filed M.J.C. No. 3706 of 1999 before Hon'ble High Court, Patna, wherein the State Govt. assured to explore possibilities of giving alternative Site to the petitioners (Reserve Bank of India. Employee Co-operative House Building Society Ltd.) which will be evident from the order dated 10.12.2008.

That the Chief Secretary Government of Bihar, Patna held meeting under his Chairmanship along with Director of Land Acquisition, Patna; Commissioner P.M.C., Principal Secretary Revenue and Land Reforms Department of Bihar, Patna. They jointly held meeting on 29.06.2009 in the light of order passed in M.J.C. No. 3706 of 1999 (Reserve Bank of India Employees Co-operative House Building Society Ltd. V/s Government of Bihar and others.) They jointly decided and released land in favour of the society on 28.08.2009 bearing land at Mauza Jakariyapur, Thana No.-15, P.S. Alamganj, District Patna bearing Khata No. 59, Plot No. 455 (Part), Khata No. 46 Plot No 456 (Part), Khata No. 55, Plot No. 457 (Part), Khata No. 98 Plot No460 (Part), Khata No. 95, Plot No. 461 (Part), Khata No. 107, Plot No. 460 (Part), Total area 2.5307 Acre fully

described in Schedule below. The Chief Secretary Bihar, Patna released joint letter dated 29.08.2009, and communicated to Patna High Court of compliance of the order in M.J.C.No.3706 of 1999. The Government of Bihar had allotted the land described in Schedule below of this Agreement for Sale in lieu of the land of society acquired by the State of Bihar. The State of Bihar put the society in physical possession of the land described in Schedule of this Agreement for Sale and the society has been coming in physical possession of the said land and paying rent to Government of Bihar regularly.

That the Society had entrance for their allotted land by Govt. which was only 20 feet wide from the North. The developer second party persuaded the matter before Patna Municipal Corporation and after great effort succeeded to get entry in society Land from 90 feet wide road (East of the Land). Now the Society entry is from East in Place of North.

That keeping in view the prevailing situation and desire of its members the society has decided to go for construction of multi-storied building in shape of flats which will be allotted to all 35 members, holding land in this society.

That the Society has now resolved vide their Resolution taken in its General Body meeting having No 01 dated 27.06.2023 that the Society will Develop their area by giving the entire land to a Developer.

AND WHEREAS Land measuring approximately 2.5307 Acres, equivalent to 81 Katha, bearing Khata No. 59,46,55,95,98,107 & 178 and Khesra No. 455 (Part), 456 (Part), 457 (Part), 461 (Part), 460 (Part), 462 (Part) & 449 (Part), Mauza- Jakariyapur, Survey Thana No.-15, Thana Code-506, Zone -2, District- Patna, which is within the limit of Patna Municipal Corporation and under jurisdiction of District Sub Registrar Patna Registry Office, Patna and bounded as follows :-

North : Part of Plot No. 449,455 & 457
South : Part of Plot No.- 462
East : Main Road & Part of Plot No. 449,455,460,461 & 462
West : Part of Plot No- 457,456,460,461 & 462

AND WHEREAS the society was interested in getting a multistoried residential building, complex developed and constructed through a reputed developer on the scheduled land and to acquire residential built-up area in the shapes flats and parking spaces as consideration in exchange for the full and final value of the scheduled land and

was in search of a reputed developer who could develop the aforesaid land on the reasonable terms and conditions.

AND WHEREAS the search of society ended with M/s Kumar Buildcon Pvt. Ltd.

WHEREAS, the developer “M/s Kumar Buildcon Pvt. Ltd.” has entered into a development agreement for the proposed project in the following manner-

Name of Land Owner	Deed No. and year	Details of Land	Area
RESERVE BANK OF INDIA EMPLOYEES CO-OPERATIVE HOUSE BUILDING SOCIETY LTD. Having its Registration No. PAT23/1959, through its President Sri Jai Ram Sharma S/o Late Banshi Singh & Secretary Sri Gopal Jee S/o Late Shiv Jatan Ram	Deed No- 16070, in Book No.- 1 Volume No. 365, Pages from 206 to 226, CD No- 56/2023 Dated 28.10.2023	Khata No. 59, 46, 55, 95, 98, 107 & 178 and Khesra No. 455 (Part), 456 (Part), 457 (Part), 461 (Part), 460 (Part), 462 (Part) & 449 (Part), Mauza- Jakariyapur, Survey Thana No.-15, Thana Code-506, Zone -2, District- Patna	2.5307 Acres equivalent 253.07 Decimal

AND WHEREAS the society with the Builder executed the Distribution of their share (55-45) % ratio on dated 15.01.2026. By virtue of the said Agreement **Flat no.** is in the share of the Builder.

WHEREAS the Builder is a promoter of Residential and allied accommodation for its Purchasers and others, subject to the Terms and Condition laid down by its Board of Directors.

WHEREAS, the developer has acquired land under development agreement is about 10036 Sq. Meter for the present project, commonly named as “**EAST END HEIGHTS**”.

WHEREAS, after acquiring land, the Developer, prepared a plan over the entire land measuring about 10036 Sq. Meter. After preparation of the plan, it was sanctioned by the Patna Municipal Corporation a Multistoried Apartment Building was sanctioned by plan case no. - P/JAKARIYAPUR/PRN-1B+G+15/1222/2025.

After sanctioning of Map Society & Developer made Distribution of the flats in ration of 55%-45% on 15.01.2026.

WHEREAS, this East End Heights Project has got 3 Towers namely Tower “1”, “2”, & “3” consisting of Flats & Parking space more fully described in the schedule appearing at the foot of this indenture and hereinafter referred to as “the Land”.

The Said Land is earmarked for the purpose of building a [residential *purpose*] project, comprising 3 Towers namely Tower “1” consisting of Parking & Flats (B + G+ 15), Tower ‘2’ consisting of Parking & Flats (B+G+15), and Tower “3” consisting of Parking & Flats (B+G+10). Tower “3” is exclusively for economically weaker section of the society.

WHEREAS the Builders are promoters of Residential and allied accommodation for its Purchasers and others, subject to the Terms and Condition laid down by its Board of Directors.

WHEREAS by virtue of the aforesaid Agreements the Land Owner, **M/S. KUMAR BUILDCON PVT. LTD.** absolute owners of their respective share of **EAST END HEIGHTS** as per above mentioned **Development Agreements**.

WHEREAS The Promoters have registered the Project under the provisions of the Act with the Bihar Real Estate Regulatory Authority at on under Registration No.

WHEREAS the property detailed in Col. No. -5 above along with other Flats, parking spaces etc. came in the share of **M/S. KUMAR BUILDCON PVT. LTD.** as per the Development Agreement. **M/S. KUMAR BUILDCON PVT. LTD.** entitled to sale the Property mentioned above.

WHEREAS the vendee has paid the consideration money **Rs./-** (Rupees:) only as mentioned in Col-4 of this Deed to **M/S. KUMAR BUILDCON PVT. LTD.** who acknowledge the receipt of the same.

THEREFORE, THIS DEED FOR ABSOLUTE SALE CUM CONVEYANCE
WITNESSETH: -

WHEREAS the Vendors have agreed with the Vendee for the sale of the property fully described in the schedule at a price of **Rs.**/- (Rupees:)
only. The vendors have entered into an agreement for sale with the vendee on
..... for the same, vide deed no., Book no., Vol. no.
....., Pages to, Token No-, CD No. **for**
RCC Structure. The said vendors as owners, do hereby sell and convey to the said
vendee free from all encumbrances whatsoever the property described in schedule with
fixtures, together with all right, easement and appurtenance to the said property hereby
conveyed belonging to or usually held, occupied or enjoyed hereunder of which the
vendee has full knowledge which he accepts. The Vendee has fully satisfied himself
about the property, which he is buying after perusing and examining all the relevant
documents and the papers. The vendee has willingly agreed to the restrictive clauses here
in under given and can not raise any objection hereinafter.

1. That the Vendors have assured the vendee that the property hereby conveyed is
free from all kinds of charges or encumbrances and that there is absolutely no
defect in title whatsoever. The Vendors further assured that they were in
possession of and has right over the property described in the Schedule till the
execution of this **Absolute Sale Cum Conveyance Deed**.
2. That the vendee undertakes to abide by the Rules and Regulations made by the
Board of Directors of **M/s. Kumar Buildcon Pvt. Ltd.** by the Managing
Committee constituted from amongst the members of the said **“EAST END
HEIGHTS”** of which the said Flat is one unit.
3. That the vendee has to pay for common facilities, services, repairs and
maintenance of the **“EAST END HEIGHTS”** as determined by **M/s. KUMAR
BUILDCON PVT. LTD.** directly or through the aforesaid “Managing
Committee” of the said **“EAST END HEIGHTS”** project or through an assignee
of the vendor. The charges, as to be determined from time to time, should be paid
in advance by the 10th day of every month. In case of default, a fine of 10% of the
amount shall have to be paid. In case of default in six months continuously then
the Managing Committee will have full right to prevent the vendee to use the

common facilities, amenities and services including disconnection of water connection.

4. That the Vendee is to observe perform and discharge all the obligations and covenants as are performable by them in respect of the Terms & Conditions of the Bye-Laws of **M/S KUMAR BUILDCON PVT. LTD.**, scheme of business resolved by the said **M/s KUMAR BUILDCON PVT. LTD.** and the Rules and Regulations framed by the “Managing Committee” of “**EAST END HEIGHTS**” responsible for the common facilities, upkeep and maintenance of the said “**EAST END HEIGHTS**”.
5. That the Vendors shall have exclusive right to construct on roof, if it is being allowed by the authority in future.
6. That the Vendee will be mutated in respect of the said premises and will get it numbered as a separate Holding and shall pay himself Municipal and other taxes fixed by the Government/Authority.
7. That the Vendee shall obtain his own independent Electric connection from the Bihar State Electricity Board/ SBPDCL Patna for his electrical requirements and the connection charges as well as the electric consumption charges will be paid by the Vendee. The vendors shall have no responsibility or any liability whatsoever in this respect.
8. That the Vendee shall always keep free **M/S. KUMAR BUILDCON PVT. LTD.** indemnified from all losses and payments which it may has suffered or has to pay or make up for on behalf of the Vendee at any time in future.
9. That the Vendee shall ensure and keep ensured his flat against any loss or damages by fire or natural calamities for the value.
10. That the Vendee shall not commit or create any nuisance such as throwing, accumulating any dirt or garbage, rubbish or rags or permitting the same to be thrown or accumulated in his flat or in any portion of the project.
11. That the Vendee shall not be entitled at any time to do any change in the structure and in the exterior of his flat or in any other built-up portion of the said project and has to obtain prior written permission from the Vendors for any minor changes only sought to be made in the interior of his flat.

12. That the Vendee shall not at any time demolish or damage his flat or any portion of the said project and also not to make any addition and alteration of whatsoever nature to his flat or in any portion of the said project.
13. That the Vendee shall has an undivided proportionate share over the land of the project “**EAST END HEIGHTS**” if the building becomes inhabitable and subsequently demolished.
14. That the Vendee shall has no right to damage the walls of the flat and the roof, which will be common with the flat below, above and around his flat.
15. That besides the flat, the vendee shall have right of use on the common spaces.
16. That the Co-operative Society of purchasers of the different portions of this complex will look after maintenance and sanitary condition of the complex. But its policy decision will be subject to approval of the Vendors and in case of differences between the two the decision of the Vendors shall be final and binding on him.
17. That the vendors are transferring the property detailed in Col-5 above free from all encumbrances but it will not be responsible for any loan taken by the vendee and it will be his exclusive liability.
18. That the Vendee has inspected the Flat and has found everything to his full satisfaction & according to the terms, conditions & specifications of the Agreement. The building is equipped with Lift, fire fighting equipments as per the plan approved by the Patna Municipal Corporation and is, in working condition.
19. hat the Vendors shall not thereafter be liable for any levy or taxes etc. demanded by the Government or any Authority for the Vended portion or for the land of “**EAST END HEIGHTS**” project.
20. That the Vendors has already delivered the possession along with internal and external fittings of the said **Flat No.-..... (Tower No.....)** and one Car Parking Space to the Vendee.
21. That any dispute regarding the interpretation of any clause or sentence of this covenant will be subject to its interpretation by the Director of **M/S. KUMAR BUILDCON PVT. LTD.**

22. That the Vendee has agreed to pay all the proportionate charges for common facilities, services, repairs, maintenance, development and up-keep of “EAST END HEIGHTS” as determined by the Builder or through Managing Committee of the “EAST END HEIGHTS” project. But the minimum charges will be Rs. 1/- per sq. ft. of Built-up Area per month or the amount fixed by the Managing Committee time to time.

SCHEDULE

Flat No. (Tower No-) located on Floor of the building having Super Built-up area sq. ft. (As per RERA Sq. ft) , including proportionate share in common pool i.e. Lift, Corridors, Staircases, Car Parking Space, of the building and wall area in “EAST END HEIGHTS”, constructed over the land bearing Khata No. 59,46,55,95,98,107 & 178 and Khesra No. 455 (Part), 456 (Part), 457 (Part), 461 (Part), 460 (Part), 462 (Part) & 449 (Part), Mauza- Jakariyapur, Survey Thana No.-15, Thana Code-506, Zone - 2, District- Patna, which is within the limit of Patna Municipal Corporation and under jurisdiction of District Sub Registrar Patna Registry Office, Patna and bounded as follows :-

North : Part of Plot No. 449,455 & 457

South : Part of Plot No.- 462

East : Main Road & Part of Plot No. 449,455,460,461 & 462

West : Part of Plot No- 457,456,460,461 & 462

Boundary of the Flat No- -----

North-

South-

East-

West-

Details of MRV Constructed Apartment Schedule **for Registration Purpose**

Land Area of Apartment	- 107989.08 sq. ft
Super Built-up Area of the Apartment	- sq. ft
Proportionate Share of the Land	- sq. ft
Super Built-up Area of the Flat	- sq. ft
Proportionate Share of the Land Value	-/-

Value of the Flat	-	/-
Car Parking Free	-	/-
Total	-	/-

Details of Payment

Date	Mode of Payment	Flat Amount	GST Tax
.....			
.....			
	TOTAL		

This Deed of Absolute Sale Cum Conveyance is being signed on Day of '2024 in the presence of witnesses mentioned below.

WITNESSES: -

1.

SIGNATURE OF THE VENDOR

2.

SIGNATURE OF THE VENDEE