ABSOLUTE SALE CUM DEED OF CONVEYANCE

THIS Deed of Absolute sale cum Deed of Conveyance executed on this the **.....**day of.....**, 2023**

BY

MUSKAN CONSTRUCTIONS PVT. LTD., a company incorporated under the companies Act 1956, having it's Registration No. U45-200BR-2001-PTC 9627 having its registered Office at G-70, P. C. Colony, Kankarbagh, Near Rajendra Nagar Over Bridge, P.S.- Kankarbagh, Patna, PIN- 800020, Bihar, through its Managing Director **Sri Rajesh Kumar,** aged about 44 years, son of Sri Arjun Prasad Sinha, resident of G-70, P. C. Colony, Kankarbagh, Patna, PIN- 800020, Near Rajendra Nagar Over Bridge, P.S.- Kankarbagh, District- Patna, Bihar, Pin Code- 800020,

Occupation- Business, Caste- Kurmi, Nationality Indian, hereinafter called the Promoter/Builder/Developer/ Vendor of the (which expression shall, unless repugnant to the subject or context, mean and include its executors, administrators, representatives, successors and assigns) of the FIRST PART.
Aadhar No. 3994 6471 7634.
PAN- AAICM8185H.
Mobile No. 9431047367.

IN FAVOUR OF

SHRI .....aged about .....years son of ....., resident of ...., , Nationality Indians, hereinafter referred to as the 'Purchasers/Vendees' of the SECOND PART.
Aadhar No.
PAN-
Mobile No.

Recital

The property over which building is constructed is the purchased property of Schedule No.1 fully described at the foot of this deed is the purchased property of the land owner through a Registered sale deed on 26.02.1996 executed by 1. Shri Lalit Kumar Tibrewal son of Hari Prasad Tibrewal, 2. Shri Sushil Kumar Tibrewal, son of Shri Shyam Sunder Tibrewal, 3. Shri Deepak Kumar son of Dr. Rajendra Kumar, all are resident of Naya Bazar, Lakhisarai, P.O. and District- Lakhisarai, which is Registered in the Office of the Sub Registration Office Danapur in Book no. 1, Volume no. 262, Pages from 29 to 52 bearing Deed No. 1077/2007 on 19.03.2007. Since then she came in actual, physical,

possession over the land fully described in Schedule no.1 at the foot of this deed and mutated her name in State Sirista and paying rent to the State of Bihar to Circle Office, Danapur vide Zamabandi No. 616, Bhag present 5, page no. 90376.

AND WHEREAS, Developer/Builder/Promoter have entered into a registered Development Agreement with land owner/s namely **Dr. (Smt.) Namita Singh** occupation- Doctor, wife of Dr. Ramesh Prasad Singh, resident of Village- Jamsona, P.O.- Awarhi, P.S.- Dawath, District- Rohtas, State- Bihar, which is registered in the office of the sub Registry Office Danapur in Book No. 1, Volume No. 134, C.D.- 21/2022, Pages from 458 to 474, bearing Deed No. 6771 for the year 2022 on 19.04.2022.

AND WHEREAS, Developer/Builder/Promoter have entered into a registered Development Agreement with land owner/s namely **Dr. (Smt.) Namita Singh** occupation- Doctor, wife of Dr. Ramesh Prasad Singh, resident of Village- Jamsona, P.O.- Awarhi, P.S.- Dawath, District- Rohtas, State- Bihar, which is registered in the office of the sub Registry Office Danapur in Book No. 1, Volume No. 374, C.D.- 58/2022, Pages from 567 to 583, bearing Deed No. 18605 for the year 2022on 18.11.2022.

AND WHEREAS, the project is registered from Real Estate Regulatory Authority, Bihar bearing registration no. **.....** at Patna and with the sanction of approved map Plan from Patna Municipal Corporation /competent authority for the construction of multistoried building

bearing Plan Case No. P/SADIKPUR/PRN-G+3/624/2022.

AND WHEREAS, building has been constructed over the land and share of the land owners and developer has already been distributed. Hence u/s 5 and others of The Bihar Apartment Ownership Act. 2006 Builder/Land Owner is entitled to sale/transfer/convey his/her/their share as Absolute owner. The property hereby sold is allotted in the share of the Vendor. And now the above named vendor has full right to transfer the property etc. by way of sale to different purchaser/s on the ownership basis.

AND WHEREAS the Builder/Developer/Vendor announced and published for the sale of property described in First Schedule along with common areas and having knowledge of the same, the vendee contact with the vendor and showed his intention to buy the same and offer of the vendee being the highest, reasonable and according to the prevailing market rate and also no body is ready to pay higher than the vendee so the Vendor accepted the offer in his/her/their good health, body and sense after considering all its pros and cons for the property without any pressure, threat and coercion on an agreed consideration of……../- (Rupees .....) only for the property fully described in First Schedule of this conveyance deed along with common areas fully described in Third Schedule.

AND WHEREAS, the purchaser has paid the said entire consideration of ...../- (Rupees .....) only for the

property 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 Purchaser and/or the said unit hereunder conveyed and obtained possession of the said unit.

AND WHEREAS, the purchaser has requested the vendor to grant and execute the conveyance of the said unit.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in pursuance of the said Agreement and in consideration of the said aggregate sum of ...../-
(Rupees.....) only paid by the purchaser to the vendor.

The receipt whereof the Vendor/Builder/Promoter doth hereby as well as under the Memo of consideration set out hereunder admit and acknowledge.

1. That the vendor hereby transfer right, title and interest of the property described in First Schedule along with proportionate share of land after satisfying the payment of the property without any threat, coercion and undue influence, with right to use the common areas fully described in Third Schedule. The undivided proportionate title in the common areas shall be with the association of the allottees or the competent authority as the case may be.

That the property being conveyed through this conveyance deed is effected by Real Estate (Regulation and Development) Act, 2016 and Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made and

amended by State and Central Govt. time to time.

2. That it shall be lawful for the purchaser, his/her heirs or assignees from time to time and at all times hereafter to quietly enter into and upon the said unit hereby conveyed and transferred unto the purchaser and every part thereof 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.

3. That it is further covenanted that the vendee has entered into the conveyance deed after being fully sure that the said flat is free from all litigation and is free to Have and Hold and also to enjoy all rights, titles, interests, claims, demand, easements and appurtenances to the said property.

4. The said unit is free from all attachments, encumbrances, liens, trusts and lis pendens and freely, clearly and absolutely acquired, exonerated and released or otherwise by and at the cost and expenses of the vendor well and sufficiently indemnified of from and against all or any manner of claims, demands, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the vendor or any person lawfully or equitably claiming as aforesaid.

5. The vendor and every person or persons having lawfully claiming and estate right, title and interest unto or upon the said unit hereby so conveyed and transferred unto the purchaser or any part thereof under or in trust for the vendor and at all times hereafter upon every reasonable request and cost of the purchaser make do

acknowledge, execute, perfect all such further and other lawful and reasonable deeds, assurances, matters and things whatsoever for further and better and more perfectly assuring the said unit unto the purchaser in manner aforesaid as may be reasonable required.

6. That the purchaser doth hereby covenants with the vendor that the purchaser shall hold the said unit and the right and interest in common areas and facilities and make payment of the proportionate maintenance charges and common expenses 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.

7. That the vendee shall not alter the main frame structure and outer design of the multistoried building. The vendee may alter or construct the minor changes inside the property with prior written consent of the vendor.

8. That the vendor conveying the property which is free from all charges, encumbrances and liens etc. But after executing the conveyances deed the vendor shall not be liable for the any loan, rent etc. taken by the vendee.

9. That the vendor shall not be liable for any tax levied by the Govt. or any competent authority.

10. That the vendee has taken the possession of the property after fully satisfying the implication of the transaction and shall not authorise any individual for any matter with the society or association.

11. That the vendee shall not do anything which would be prejudicial to the soundness and safety of the property or reduce the value thereof or impair any easement or hereditament

or shall add any material structure or execute any addition.

12. That if any defect in right, title, interest, possession or any encumbrances is found due to which the vendee is dispossessed from the property hereby purchased or any amount becomes payable to clear the dues, the vendee shall be entitled to realise the consideration amount, and the amount paid to clear the dues with interest as admissible in the eyes of law in full or part from the any other property movable or immovable as the case may be.

13. That the vendee shall not be entitled to demolish his property and demand share in the land.

14.That now the Vendee is entitled to get his/her/their name mutated in all the Government seristas and Local Bodies or wherever necessary. The vendee is liable to pay all rents/cess/taxes/charges/demands to the Government of Bihar or authority concerned if any in respect of the said property.

THE FIRST SCHEDULE HEREIN ABOVE REFERRED TO :-

(Description of the said unit)

All that Flat no. **.....** having carpet area of **.....**square feet & Balcony **.....** sq. ft., on the **.....**floor in **"NAMITA RAMESH RESIDENCY "** admeasuring corresponding built up area **…….** sq.ft. and super built up area **.....**square feet along with garage/covered parking on **.....**Floor, including proportionate share in common pool area and land of the Building, along with proportionate share, right, title and interest over the land and bounded by:-

Boundary of the Flat No.-205

North :

South :

East :

West :

in the Building known as **"NAMITA RAMESH RESIDENCY "** constructed on the said plots of land fully described in the Second Schedule.

Note :- Carpet area means the net usable floor area of an apartment, excluding the area of covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

THE SECOND SCHEDULE HEREIN ABOVE REFERRED T0 :-

(Description of total land on which building has been constructed).

ALL THAT piece or parcel of free hold Land measuring 5444 sq.ft. (Five thousand four hundred forty four square feet) more or less subject to actual measurement bearing Thana no. 19, Tauzi No. 5291, Khata No. 141 (One hundred forty one) Survey Plot No. 191 (One hundred ninety one) and Khata no. 97 (Ninety seven), Survey Plot No. 192 (one hundred ninety two) situated at Mohalla- Ara Garden, Mauza-Sadikpur, Survey Thana- Danapur, at present P.S. Rupaspur, in town and district of the Patna within the Jurisdiction of Danapur Nagar Parisad, Sub Registration Office Danapur and District Registration Office Patna, having following boundaries:

Revenue Details of land.

1. Name of the District- Patna.
2. Name of the Revenue Anchal- Danapur.
3. Name of the Revenue Halka- Patna M. Corporation.
4. Name of the Revenue Village- Sadikpur.
5. Revenue Thana no. - 19.
6. Name of the Revenue Thana- Danapur.
7. Zamabandi No. - 616.

Boundary of the entire land :

NORTH:- Plot No. 191.
SOUTH:- 16 feet wide Branch Road.
EAST:- 20feet wide Branch Road.
WEST:- Part of Plot no. 192.

Note:- Govt. value is mentioned at **Code No. 062 & Zone - 3** of M.V.R. 2016-17.

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO :-

(COMMON AREAS)

1. The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
2. That the stair case, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of building;
3. That the common basements, terraces, parks, pay areas, open parking areas and common storage spaces;
4. That the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community services personnel;
5. That installations of central services such as electricity, gas, water and sanitation, air conditioning and incinerating, system for water conservation and renewable energy;

6. That the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;

7. That all community and commercial facilities as provided in real estate project;

8. That all other portion of the project necessary or convenient for its maintenance, safety, etc.. and in common use;

DETAILED SCHEDULE OF CALCULATION CHART FOR THE PURPOSE OF VALUATION OF THE FLAT IN "NAMITA RAMESH RESIDENCY"

1.	Total land of the building	..... sq.ft.
2.	Total constructed area of the building.	..... sq.ft.
3.	Total super built up area of the flat	..... sq.ft.
4.	Total Proportionate share of the land to the Vendee	..... sq.ft. (.....Dec.)
5.	Total value of the flat	...../-
6.	Total value of the Parking space	……/-
7.	Total value of Proportionate share of the land.	...../-

Total Sale value of **...../-**

Total Govt. value of **...../-**

Certified that land of this deed is free from all kinds of encumbrances, acquisition and requisition, liens, charges and attachments and also free from Khas Mahal, Gairmazarua, Ceiling, Bhoodan, Red Card, Kaiser-e-hind, Religious Trust Board, Waqf Board and other kinds of Government land. If the said land is found effected, the vendor of this deed shall be liable and responsible for the same.

DECLARATION

Nothing has been concealed or misstated in the document which lead to loss of revenue, if any such found then state government is free to take legal steps against the parties.

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 Vendor.

2.

Signature of the Vendees