

**DEED OF ABSOLUTE SALE**

**RERA REGD. No. ....dated .....**

**Name of Project :- WOOD APPLE RESIDENCY**

**THIS DEED OF ABSOLUTE SALE** is made on this the -----  
day of ..... 2021,

**B E T W E E N**

**M/S PANCHWATI COLONISER AND CONSTRUCTIONS PVT. LTD.** , a Company Registered under Indian Company Act 1956 , having its registered Office at - Road No. 5 , East Patel Nagar , P.S. and P.O. Shastri Nagar , District Patna , through its Director **NITISH CHANDRA S/o Sri Ratnesh Kumar Sharma** , resident of House No. 50 , Road No. 5 , East Patel Nagar , P.S. and P.O. Shastri Nagar , District Patna , hereinafter referred to as the **BUILDER/VENDOR** , (which terms and expression shall unless it be repugnant to the context or meaning thereof mean and include its executors , representatives , partners , nominee or nominees , administrators , successors , in the office and assigns) of the **ONE PART.**

PAN – **ATQPC7457E**

Mob. No. **8102919202**

**A N D**

**SRI/SMT.**

Indian Citizen, which expression shall unless repugnant to the context shall include his / her /their heirs, executors, administrators and assigns (hereinafter called the **VENDEE**) of the **OTHER PART.**

PAN -----

Mob. No. -----

## **RECITALS**

**WHEREAS** , the aforesaid Vendor , the First Party , is Private Ltd. Company , registered under the Company Act. 1956 and one of it's main object is to buy , sell , develop and deal in lands and buildings including commercial / residential apartments and to carry on business of company or societies , contracts for all types of construction for its respective buyers.

**AND WHEREAS**, to achieve the above objective the First Party entered into a Development Agreement on 06-07-2020 with Santhal Pargana Antyodaya Ashram, a society registered under society registration act 21 of 1860, vide reg. no. 157 year 1978-79, ( A Certificate of registration of Societies issued on 05 February 2009 by Inspector General, Registration, Jharkhand, Ranchi) , situated at Purandaha, P.O, B. Deoghar , Distt.- Deoghar, PIN – 814112 (Jharkhand) through its Secretary Sri Paresh Nath Roy S/o Late Hari Pd. Roy resident of P.O. – Karnibad Distt:- Deoghar , Pin-814112 Jharkhand, hereinafter referred to “Land Owner” of the society (which term unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors and assigns) of the First part.

**AND WHEREAS** the Builder according to term and conditions of above Development Agreements has constructed a Multi Storied Building over the aforesaid land in the name and style of **WOOD APPLE RESIDENCY** at **PURANDAHA, DEOGHAR**, District – Deoghar and whereas the First Party got the plan prepared for building construction on the said land which has been approved by Deoghar Municipal Corporation , vide Plan Case No. DGMC/BP/0086/W11/2020 dated 27-12-2020.

**AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the Bihar Real

Estate Regulatory Authority at Patna, vide RERA Registration No. ....dated .....

**AND WHEREAS** the share of Builder and Land Owners has been decided their shares in constructed area according to their respective share through a Deed Memorandum of Understanding and according to said M.O.U. several Flats and Car Parking Space has been allotted to the Builder and the Land Owners.

**AND WHEREAS** according to the provisions of the Bihar Apartment Ownership Act 2006 vide section 5 (2) and further clauses of Development Agreement the builder is entitled to Sale/Transfer his allotted shares as the Absolute owner and the Land Owners have no concern for the same.

**AND WHEREAS** the Vendor and Vendee have entered into an Agreement for sale and purchase of flat of the Vendor , for a consideration of Rs. -----  
----- only as full and final consideration amount for Flat along with reserve Car Parking Space and Super built up area of said unit more fully described in second schedule mentioned below along with right of use of common area like stair case , corridors passages ways , water tank , generator , intercom , electrical connection proportionate undivided share in land and other facilities and public utility whatsoever required for the said Flat.

**AND WHEREAS** , the Builder has constructed the Flat according to specification as agreed between Builder and purchaser and the purchaser is fully satisfied with construction of the Flat and measurement of super built up area and has also examined the entire document of title regarding the existence of property in the share of the Developer and after being fully satisfied by all pros and cons the purchaser has requested the Vendor to execute the Sale Deed in his / her/ their name.

**AND NOW THEREFORE THIS DEED OF ABSOLUTE SALEWITNESSES AS FOLLOWS:—**

That in pursuance of the aforesaid agreement and in consideration for the said sum of Rs. -----  
----- only out of which a sum of Rs. ----  
-----has already been paid to the Vendor by the purchaser prior to the execution of this Deed and balance Rs. -----  
is being paid to the Vendor by the purchaser through Bank Draft/Banker's Cheque No. ----- dated -----  
drawn on ----- at the time of execution of this Deed (the receipt of which the said Vendor does hereby acknowledge) and in pursuance of the covenant set forth hereinafter the Vendor above named voluntarily of his own accord, in sound state of mind and body does hereby sell, convey and transfer free from all encumbrances and defects of title **ALL THAT PROPERTY** fully detailed in the second Schedule as absolute owner **TO HAVE AND TO HOLD THE SAME** unto and to the use of the said Vendee **ABSOLUTELY AND FOREVER FOR THE** rightful benefit of the said Vendee.

That whatsoever the said Vendor has got in the property sold, conveyed and transferred hereby, hence forth shall from the execution of this Deed vests entirely, absolutely and forever in the Vendee, and the said Vendee have 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 Schedule described at the foot of this Sale Deed.

That the Vendee has agreed to be a member of the society, if any framed jointly by the Builder /Vendor or the members of Apartments for the administration and maintenance of Apartment and its Common area and further agrees to sign

and execute all papers , documents and applications , bye Laws , rules and regulations as may be necessary or required for formation and / or registration of such society and further agrees to abide with the rules and the regulations and bye laws of such society / maintenance committee to be framed by either Developer or the members of the said Apartment.

That the purchaser or Maintenance Committee/Society shall not , in any case , be liable to create any hinderances in unsold unit or parking space.

That the Vendee has agreed to keep the said Flat in good , substantial repair and condition so as to support and protect the other parts of the said building . The Vendee shall regularly and punctually contribute and pay month to month and every month the proportionate share of maintenance Charges to the Maintenance Society.

The Vendee shall keep all sewers , drains , pipes , passages , stairs , main entrance of the said Flat in good condition and shall not use the said unit other than residential or any illegal purpose.

That Vendee shall not create or commit any nuisance by throwing accumulated dirt or garbage or rubbish in the area of the **WOOD APPLE RESIDENCY** particularly in any area used for common service and facilities.

That the Vendee 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 Vendee be entitled to cause or make any changes in any common area of the complex. However , the vendee shall be entitled with the prior permission of society or the managing committee 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 apartment .

That the Vendee shall not at any time demolish , damage its space or any portion of the said apartment 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 purchaser shall at no time demand partition of his interest in the said plot of land or the said building or complex or in any part thereof it being agreed and declared that the interest of the purchaser in the said plot of land, building and the complex is impartible.

That Vendee / the **WOOD APPLE RESIDENCY** owners Association shall not be entitled to change the name of the apartment and it will continue and known as **WOOD APPLE RESIDENCY** for ever.

That the purchaser shall pay to the Managing Committee the proportionate share of water taxes , Municipal taxes and shall pay other taxes assessed on the whole building so long as each unit in the said building shall not separately assessed.

That the Vendee shall secure mutation of his / her / 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 his / her / their own cost and shall pay and deposit the proportionate rent whereof on the valuation imposed or levied by the Authority concerned.

That the Vendor does hereby stipulate, agree , covenant and assure the said Vendee that the property sold, conveyed and transferred hereby to him/her / them is free from all encumbrances and defects of title and in case of this assurance of the Vendor is found incorrect and the title to the property hereby sold , conveyed and transferred be found defective in

any manner the Vendor does hereby further stipulate and agree to save harmless and keep the Vendee indemnified against all losses damages , costs and expenses besides interest which the said Vendee may sustain by reason of any claim or demand being made by any who so ever he may be to the property sold , conveyed and transferred hereby .

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

That in case of demolishing of said complex or unit hereby sold to the Vendee by any reason either by natural or by any other circumstances the Vendee will have undivided proportionate share in land over which said **WOOD APPLE RESIDENCY** has been constructed but however the Vendee shall not be entitled to claim for partition of the said common and undivided shares of land and the Vendee at no time shall demand partition of his / her / their interest in the said building , except his / her / their Flat , said land and said complex or any part thereof , since his / her / their interest in the said building , said land and said complex is impartible .

That the purchaser has taken physical possession of the unit hereby sold and is fully satisfied with wood work, toilet, C.P. fittings & fixtures, electrical items, any hair crack , construction materials etc. Once after registration of the purchased unit is taken, no claim/ repair work will be done by the company since no guarantee is being provided by the manufactures towards wood, electrical, sanitary paint items etc, so it is not possible to provide any such guarantee for any period.

That all cost of registration regarding Stamp Duty , Registration Fee / GST and any other misc. Fee has been borne by the vendee and the vendor shall have no concern with the same and the valuation of this property with respect to payment of Stamp Duty and Registration payable to the Registration Department is only responsibility of purchaser and the 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 “**VENDOR**” and the word “**VENDEE**” have herein been used shall give fullest meaning and widest scope of their heirs, successors, administrators or assigns.

### **FIRST SCHEDULE**

(Description of Land over which **WOOD APPLE RESIDENCY** has been constructed)

All that piece and parcel of land situated at Ward No. 19, Mauza Purandaha, bearing Tauzi No. 563, Plot No. 72/A & 72/B, District Deoghar, Jharkhand, measuring 33 decimal and 27.5 decimal of land respectively which is equivalent to 14374.8 sq. ft. and 11979 sq.ft. appertaining Revenue Thana No. 399 , Khata No. 72/1 , Survey Plot No ....Ward No. W11, which is bounded as follows:-

### **BOUNDARY**

North :- .....

South :- .....

East :-

West :-

### **THE SECOND SCHEDULE**

which will be exclusive property of the Vendee and which is being sold to the Vendee absolutely.

**All that** Flat No. ----- on the ----- Floor, in **WOOD APPLE RESIDENCY** , having “**Carpet**” Area admeasuring ----- Square Feet, Exclusive **Balcony** Area admeasuring ----- Square Feet , Super Built Up Area measuring ----- Sq.Ft. , along with One Reserved Car Parking for medium size car located at Ground Floor and of pro rata share in the common areas in the apartment including the land owner’s share in Flats etc. along with undivided proportionate share, right, title and interest over the Land , situated at situated at Ward No. 19, Mauza Purandaha, bearing Tauzi No. 563, Plot No. 72/A & 72/B, District Deoghar, Jharkhand, measuring 33 decimal and 27.5 decimal of land respectively which is equivalent to 14374.8 sq. ft. and 11979 sq.ft. of land. appertaining Revenue Thana No. 399 , Khata No. 72/1 , Survey Plot No ....Ward No. W11, which is bounded as follows:-

### **BOUNDARY**

North :-

South :-

East :-

West :-

In the residential complex known as WOOD APPLE RESIDENCY constructed on the said plot of land fully described in the first schedule herein above referred to as and comprising of the following:-

(a) Carpet area comprise within the said unit , the roof of the said unit shall be used as floor the unit constructed over it , similarly the floor of the said unit shall be used as roof of the unit or units below it and the roof and floor of the said unit shall belong jointly to the purchaser and the owners of other units directly above and under the said unit.

(b) The walls and columns , if any , within and outside of the said unit save as the wall or walls separating the said unit from other unit or units on the same floor shall jointly belong to the purchaser and the owner or owners of the other unit or units.

(c) Undivided share and / or interest in that portion of the said plot of land which is directly beneath the said unit in the proportion which the said unit bears to all the units constructed on the said part and portion of the said plot of land.

(d) The right of access from the exit to the main road either directly and / or through gates , passages , stairways , lifts , landings ,lobbies and common areas.

(e) Right to use and enjoy all common area in common with all other owners and occupiers of the said complex.

(g) Evacuation pipes , drains and sewers in the complex and from the complex to the Municipal Duct.

**Terms , conditions and stipulations and covenants to be observed and performed by the purchaser.**

(a) The purchaser shall carry out all internal repairs in the said unit at his/her/their own cost and expenses and maintain it in good condition , status and safe order and shall observe all

the rules and bye - laws of the Municipal Corporation and shall not do or suffer to be done anything in or upon said bye-laws of the Corporation or any other local authority and shall get his/her/their name mutated in the records of Govt. as well as Municipal Corporation or wherever it is so required at his /her/their own costs and shall pay and deposit the rents according to rules provided .

(b) The purchaser 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 case.

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

(d) The purchaser shall indemnify and keep the Vendor indemnified and harmless from or against any claim or demand for payment of such Taxes , Duties and other liabilities which is required to be paid and discharged by the purchaser and if in future any security or deposit is demanded by Municipal Authority or any other authorities like Water , Gas and other utility and amenities the same shall be paid by purchaser according to their proportionate share.

(e) The purchaser agrees to observe and perform all rules , regulations and bye - laws of Owner's Association to be formed for maintenance and management of the building. The purchaser agrees to make payment of his/her/their proportionate share of maintenance charges and other expenses as fixed by the Association failing which the Secretary of Association shall have full right to disconnect any or all common facilities.

(f) The purchaser shall at no time demand partition of his/her/their interest in the said plot of land or the said building



Apartment

- |    |                                   |    |                |
|----|-----------------------------------|----|----------------|
| 3. | Total Super Built up Area of Flat | :- | .....          |
| 4. | Proportionate share in Land       | :- | .....<br>..... |
| 5. | Cost of Land                      | :- | .....          |
| 6. | Cost of Flat                      | :- | .....          |
| 7. | Cost of Car Parking Space         | :- | .....          |
|    | Total (5+6+7)                     | :- | .....          |

**IN WITNESS WHEREOF** the parties here to have set their respective hands on this **DEED OF ABSOLUTE SALE** on the day , month and year above first written in presence witnesses below:-

WITNESSES

1-

**SIGNATURE OF VENDOR**

2-

**SIGNATURE OF THE VENDEE**

DRAFTED BY ME:-