

**Absolute Sale Deed**

THIS Deed of Absolute Sale executed on this the  
..... day of ....., 2017  
(.....).

**BY**

**M/S TECHNOCULTURE BUILDING CENTRE Pvt. Ltd.,** A Company act 1956,  
Having having its registered office at Flat No.-417,4<sup>th</sup> Floor Ashiana Tower,  
Exhibition Road Patna -1 And Its Branch Office At **A-78 Budha Vihar Part –A ,**  
**Taramandal Road, Near G.D.A. Office , Gorakhpur(U.P.)** District **Gorakhpur**  
represented by **Mr.....** Age ..... Yrs. son of

..... Resident of  
..... for  
the sake of brevity herein after referred as the 'Vendor' and which term and  
expression shall unless excluded by or repugnant to the subject or context so  
deemed to mean and include their heirs, executors, administrators,  
representatives, successors and assignees of the **FIRST PART.**

**IN FAVOUR OF**

**1. Mr.**..... resident of  
.....State.....  
.....,

Hereinafter for the sake of brevity called as 'Vendee / Purchaser' which  
term and expression unless excluded by or repugnant to the context shall  
be deemed to mean and include his / her heirs, representatives, legal  
representative, executors, administrators, successors in interest,  
nominees and assigns of the **SECOND PART.**

PAN –NO--

**WHEREAS** the first part is Builder and its main objectives are to  
buy, sell develop and deal in lands and building including commercial  
and residential apartment and to carry on business of builder,  
contractor for all types of construction for its prospective buyers.

**AND WHEREAS** the aforesaid Land of the said building is a  
purchased property by **M/S TECHNOCULTURE BUILDING  
CENTRE PVT. LTD.** through its representative .....

through **Sale Deeds vide Deed No.** ....., dated ..... measuring an area of ..... decimal, Mauja Siktaur, Khata No. ...., Araji No ..... and Pargana- ....., Tahsil ....., District- ....., As an absolute owner .

**Boundary of the land:-**

**East-** .....

**West-** .....

**North-** .....

**South-** .....

AND WHEREAS, by an agreement for sale in writing AND WHEREAS, the Company agreed to sell and the purchaser agreed to purchase ALL THAT **Flat no.....**on ..... floor, more fully described in Second schedule, in the said Complex hereunder and hereinafter referred to as the ‘SAID UNIT’ at and for an aggregate consideration of Rs...../- (**Rupees .....** ) only.

AND WHEREAS, the purchaser has paid the said entire consideration of **Rs .....**/- (**Rupees .....**) only for the Flat etc. (fully described in Second Schedule of this deed), 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.

The Map of said building was approved by Authenticated Officer and the Developer (Company) decided to construct a Multi Storied

residential building on aforesaid land in the name and style of “.....” “VASTU VIHAR”, hereinafter referred as the ‘BUILDING’ comprising several residential Flat/Premises.

AND WHEREAS, the Vendee approached the Vendor to purchase the said Flat, as fully described in Second Schedule of the deed, the Vendor agreed to sale Flat No. .... on ..... floor of and the Vendee/purchaser agreed to purchase that **Flat No.....on ..... floor of .....BLOCK- “.....”, PHASE-.....“VASTU VIHAR”**, at Mohalla-....., Mauza-....., P.S. ...., Sadar Registry Office- ....., District-....., with sole exclusive, transferable right, title and interest to use the same together with the undivided common interest in the staircase and other common service area, of the building and the Vendor on receipt of the full consideration have relinquished all their right, title and interest in the said flat as fully described in Fourth Schedule of the Deed which has already been handed over to the Vendee with full satisfaction and has further requested to execute a sale deed in favour of the Vendee and has agreed to join the execution, and the matter for sale has been finalized for a sum of **Rs...../- (Rupees .....only)**, which is the best offer according to the prevailing market value.

AND WHEREAS, there is no hitch left now in execution of registration of the indenture of sale with respect to the said Residential **Flat/Premises No.....** on..... floor in “.....” **BLOCK- “.....”, PHASE-..... “VASTU VIHAR”**, as the VENDEE has agreed to pay Govt. Duty and other expenses to be incurred and has requested the Vendor to execute and register a Deed of Absolute Sale in favour of the Vendee.

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 the Vendor has agreed to sale and the Vendee has agreed to purchase the said Flat fully described above, hereunder written in the terms and conditions hereinafter contained. That the total consideration amount against the **Flat No.....on.....floor of .....BLOCK-....., PHASE-..... “VASTU VIHAR”**, for a sum of **Rs...../- (Rupees ..... only)** has already been received by the Vendor (M/S TECHNOCULTURE BUILDING CENTRE PVT. LTD.) from the Vendee before execution of this deed. The Vendor has already received the consideration amount. on different dates (the receipt whereof the Vendor/Builder 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) the vendor doth hereby grant, transfer, convey, assign and assure unto the purchaser the said unit more fully described in the second schedule hereunder together with undivided share of interest in that part of the said plot which is directly beneath the said unit in the proportion which the said unit bears to all the units constructed or that might be constructed on the said part or portion of the said plot of land along with the right of access from the exit to the main road either directly and/or through gates, passage, stairways, landings, lobbies and common areas thereof including the right to use and enjoy in common with all other owners and occupiers for the time being of the other units in the said complex the benefits of all common areas and facilities described in the Third Schedule hereunder subject however to the terms, conditions and covenants contained in the Fourth Schedule hereunder on payment of all common and maintenance expenses mentioned in the Fifth Schedule hereunder TO HAVE AND TO HOLD the said Unit together with the proportionate interest in the land and the rights and facilities and subject to the terms, conditions and covenants as aforesaid unto and to the use and benefit of the purchaser absolutely free from all attachments, charges,

encumbrances, liens, lis pendens subject however to the conditions and covenants contained in the Fourth Schedule and liability to pay and contribute towards payment of:

(a) all taxes assessments (b) costs of repair, management and maintenance of the common areas and facilities of the said complex described in the Fifth Schedule hereunder.

2.The vendor hereby covenants with the purchaser his/her heirs and assignees as follows :-

(a) The vendor subject to the rights created in favour of the purchaser the said agreement for sale is lawfully seized and possessed of the said unit TOGETHER WITH the said proportionate undivided share of interest on the said portion of the land and right to use and enjoy all common areas and facilities for the perfect and indefeasible estate of inheritance in free, simple in possession or an estate equivalent thereto free from all attachments, encumbrances, liens, lis pendens whatsoever without any manner or condition of use or trust or other thing whatsoever to alter, defeat, encumber or make void the same AND that notwithstanding any act, deed, matter or thing whatsoever as aforesaid the vendor that now in itself good rightful power and absolute authority to grant, convey, transfer, sell, assure and assign the said unit together with the said undivided share or interest in the said portion of the land and right to use and enjoy all common areas and facilities mentioned in the Third Schedule hereunder hereby granted, conveyed, sold, transferred and assured or intended so to be unto and to the use of the said purchaser in the matter aforesaid.

(b) 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 or under or in trust for the vendor but subject to terms and stipulations contained in Fourth Schedule hereunder and on

payment of proportionate common expenses mentioned in the Fifth Schedule hereunder.

(c) The said unit is free from all attachments, encumbrances, liens, trusts and lisp endens 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.

(d) 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.

3. 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 upon and subject to the terms and stipulations mentioned and contained in the Fourth schedule hereunder and make payment of the proportionate maintenance charges and common expenses mentioned in the fifth schedule hereunder 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.

4. PROVIDED ALWAYS it is hereby expressly agreed by and between the vendor and the purchaser at that terms, conditions, stipulations covenants contained herein including the schedules hereunder shall prevail and have overriding effect notwithstanding anything to the contrary contained in the said Agreement for sale or in any other document exchanged by and between the parties hereto and the purchaser shall not be entitled to make claim or demand any compensation or damages from the vendor for any deviation or

alteration in the terms, conditions, stipulations and covenants between the said Agreement for sale and these presents and the purchaser hereby waived all such rights, if any, in consideration of the terms, conditions, stipulations, and covenants contained in these presents.

5. In case the entire building is required to demolish or is razed as a result of natural calamity and the building becomes inhabitable, all Owners, and Purchasers, title holders to the building will have proportionate share of land. But no individual title holder is entitled to demolish his flat or building and demand share in the land.

**THE FIRST SCHEDULE HEREIN ABOVE REFERRED**

**T0 :-**

(Description of total land on which ‘.....’ Residential Apartments has been constructed).

ALL THAT piece or parcel of free hold land measuring an area of ..... sq.ft. equivalent to.....Decimals, situated at Mohalla-..... Mauza-....., Pargana-....., at present P.S.- ....., Distt.-....., bearing Thana no....., Tauzi no....., Khata no....., C.S. Plot no....., Ward no....., in the apartments named “.....” residential complex, will have proportionate share, right, title and interest over the land which is bounded as follows :-

**Boundary of the entire land :**

North-  
South –  
East -  
West -

**THE SECOND SCHEDULE HEREIN ABOVE**

**REFERRED TO :-**

(Description of the said unit)

(i) All that Flat no....., Block-....., measuring .....sq.ft. carpet area on the ..... floor along with user right of common space in the apartment including the land owner’s share in Flats etc. will have proportionate share, right, title and interest over the land and bounded by :-

**Boundary of the Flat :**

North -  
 South -  
 East -  
 West -

**THE THIRD SCHEDULE HEREIN ABOVE REFERRED**

**TO :-**

In the Residential Complex known as..... “VASTU VIHAR”,” Apartments constructed on the said plots of land fully described in the First Schedule herein above referred to and comprising of the following :-

(a) Carpet area comprised within the said unit. However the roof of the said unit shall be used both as the roof of the said unit as well as the floor of the unit or units constructed above it, similarly the floor of the said unit shall be used both as the floor of the said unit as well as the roof of the unit or units below it and the roof and the 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 the said unit save 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 or that might be constructed on the said part or 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, landings, lobbies and common areas.

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

**THE FOURTH 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, though 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 with the apartment even though such interest 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 hereditament or shall add any material structure or execute any addition basement or cellar.

(h) No apartment owner shall sell, transfer or rent out his/her apartment for any other purpose other than those mentioned in the deed of apartment.

(i) 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 bye-laws made thereunder 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 reliefs at the instances of the manager on behalf of association of apartment owners or in proper case by the association of Apartment owners.

**THE FIFTH SCHEDULE HEREIN ABOVE REFERRED**

**TO :-**

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

1. All costs 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, Community hall and over head water tank, water pipe line, sewerages, rain water and/or soil pipes fire fighting instruments etc.
2. 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.
3. The salaries and other expenses for all persons employed for common purposes.
4. 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

5. The Insurance Premium for insuring the project building against earthquake, fire, lightening, mob-violence, civil commotion etc., if insured.
6. 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 competent authorities and/or organization.
7. Municipal and other rates and taxes and levies and all other outgoing save those which can not be separately assessed or incurred in respect of any unit.
8. Costs of establishment and operations of the Builder/ Association/Co-operative Society Private Limited, Company relating to common purposes.

**Details Schedule of Government valuation of the property**

- |  |   |                  |
|--|---|------------------|
| 1. Total land of the Building                          | : | sq.ft.           |
| 2. Total Constructed area of the Building              | : | sq.ft.           |
| 3. Total carpet area of the Flat.                      | : | sq.ft.           |
| 4. Total Proportionate share of the land to the Vendee | : | sqft. (decimal.) |
| 5. Total Govt. value of the Flat.                      | : | Rs               |
| 6. Total Value of Proportionate share of the land.     | : | Rs               |
| 7. Value of Car Parking                                | : | Rs.              |

**Total Govt. value of : Rs**

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.

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 Vendee

Typed/Printed:

(.....)

Drafted,

