DEED OF ABSOLUTE SALE

THIS Deed of Absolute Sale executed this ..... day of .....20..... (Two thousand and .....).

BY

M/S Kanan Homes Pvt. Ltd., a private limited company incorporated under the provisions of The Companies Act., 1956 vide Reg. No. U45200BR2012PTCO19515(2012-13) dated 26/11/2012 having its registered office at, 302, Sunder Lal Palace, Opp.Mehdi Utsav Palace, Anandpuri, West Boring Canal Road, Patna-800001 through its Managing Director **Sri Kunal** son of Sri Moti Lal Kanan, resident of Hariharpur, P.S. Hajipur, Distt.-Vaishali, Bihar, hereinafter

called the Developer/Builder/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.

PAN-

Mobile-

IN FAVOUR OF

SRI ....., Son of ....., resident of ....., P.O.- ....., P.S.- ..... District- ....., Nationality Indian, hereinafter referred to as the 'Purchaser' of the SECOND PART.

PAN-

Mobile-

WHEREAS, the Builder/Developer is a company with the object of acquiring and developing land in accordance with the need of its purchasers/members and doing construction of building/apartments and subsequently allotting them to interested persons.

AND WHEREAS, the land of the Building is the ..... of the land owners, which was allotted in the share of the land owners by ..... and Since then they came in actual, physical possession as absolute owner and mutated their names in the State Serista and paying rent to the State of Bihar.

AND WHEREAS, in the ordinary course of its business Developer and Land owners framed and launched a scheme to achieve this object the land lord and developer entered into a development agreement on ..... in respect

of the land fully described in first schedule hereunder individually and jointly in favour of the aforesaid company, the company accordingly prepared a scheme for construction of the multi-storeyed residential/ commercial complex/ building/buildings known as **"......"** Apartments on the lands of the First Schedule's plots of land owners having flats and also spaces on the ground floor for parking cars and thereby the aforesaid vendor company have full right to transfer the flats etc. by way of sale to different purchasers on ownership basis.

AND WHEREAS, as per Govt. of Bihar, Department of Registration's Notification no. 1/ M-255/2006-364 dated 8.02.2007, ₹ 10,000/- (Ten thousand) only has been deposited for development agreement dated ..... in between land owner and developer vide Challan no. **.....**, dated **.....** and development agreement has been authenticated by the District Sub-Registrar, Patna.

Land owner has also given a Notarised Power of Attorney to the Developer and ₹ 10,000/ - only has been deposited by the Flat purchaser vide Chalan no. **.....**, dated **.....**.

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 his share as Absolute owner. The property hereby sold is allotted in the share of the Developer/Land Owner. And now the above named vendor has full right

to transfer the Flat etc. by way of sale to different purchaser/s on the ownership basis.

AND WHEREAS, Property and the common facilities of the Apartment and undivided interest are not encumbered in any manner whatsoever on the date of execution of the deed.

AND WHEREAS, by a Registered agreement for sale in writing dated **.....** bearing deed no. ...../..... which is registered in the Office of District Regtistrar Patna in Book No. 1, Volume No. ..., C.D.-..., Pages. ..... to ....., accordingly the stamp duty has already been paid of ₹ ..... /- the Developer 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 morefully described in the Second schedule hereunder and hereinafter referred to as the 'SAID UNIT' at and for an aggregate consideration of ₹ ...../- (Rupees ....) only. But the stamp duty is being paid on the Govt. value of ₹ ...../- (.....) only.

AND WHEREAS, the purchaser has paid the said entire consideration of ₹ ...../- (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.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. 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 of the First Part 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 alongwith 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 convenants 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 convenants as aforesaid unto and to the use and benefit of the purchaser absolutely free from all attachments, charges, encumbrances, liens, lispendens 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 convenants 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, lispendens 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 lispendens 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 convenants 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 not withstanding 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. That it is further agreed by the parties that any alteration in the approved building plan within the parameter of the PRDA (dissolved)/PMC building rules and regulation which may be deemed necessary during or after the sanction of the building plan shall be done by the developer with the prior consent of the land Owners and the developer may alter such changes at its own risk and expenses. If any further construction will be made then the same shall be distributed between the land Owners and developer as per the above mentioned share. 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, Developers 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 rayati land measuring an area of ..... sq.ft., Situated at ..... at Mauza- ....., Pargana- ....., Survey Thana- ....., at present P.S.- ....., Distt.- Patna, bearing Thana no....., Tauzi no....., Khata no. ....., C.S. Plot no. ....., Ward no. ....., in

……' residential complex, including the land owner's share in Flats will have proportionate share, right, title and interest over the land which is bounded as follows :-

Boundary :

North-
South -
East -
West -

Note :- Govt. value is mentioned at **Code No. ..... & Zone - .....** of M.V.R. 20....-.....

THE SECOND SCHEDULE HEREIN ABOVE REFERRED TO :-

(Description of the said unit)

(i) All that Flat no. **.....**, Block-**.....**, measuring **.....** sq.ft. (..... square feet) super built up 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 :-

North -
South-
East -
West -

(ii) Parking space no. **.....**, measuring **.....** sq.ft. on **Ground** floor which is bounded as follows :-

North :-
South :-
East :-
West :-

in the Residential Complex known as '.....' Apartment 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 THIRD SCHEDULE HEREIN ABOVE REFERRED TO :-

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. The salaries and other expenses for all persons employed for common purposes.

3. The Insurance Premium for insuring the project building against earthquake, fire, lightening, mob-violence, civil commotion etc., if insured.

4. 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 P.E.S.U. and other authorities and/or organization.

5. 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.

6. Costs of establishment and operations of the Builder/ Association/Co-operative Society Private Limited, Company relating to common purposes.

7. All other expenses and outgoings as are deemed by the builder/Association/ Co-operative Society/ Private Limited Company to be necessary or incidental for replacement, renovation, painting and/or periodic repainting or repairing of the common parts.

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 declaraiton, 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 heriditament 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)

(a) Cost of operating, maintaining, overhauling or replacing water pumps, electric meters, common water supply line.

(b) Cost of maintaining water reservoirs and tanks on the roof.

(c) 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.

(d) Cost of repairs and painting the exterior of the building and all other common portion and areas.

(e) Salaries of Sweepers, Caretakers, Chowkidars and Durwans, employed for the upkeep of the common areas.

(f) Cost of incorporation and formation of the Association for maintenance of the building.

(g) All Municipal rates, taxes, duties and other impositions and levies on all common parts and areas.

(h) 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.

(i) Cost of maintenance of all other common services and facilities not specifically provided.

(j) Insurance premium for insuring the Building against Earth quake, fire, lightening, mob violence, civil commotion etc. if insured.

Details Schedule of .....

1.	Total land of the Building	..... sq.ft.
2.	Total Constructed area of the Building	..... sq.ft.
3.	Total area of the Flat.	..... sq.ft.
4.	Total Proportionate share of the land to the Vendee	..... sq.ft.
5.	Total Govt. value of the Flat.	...../-
6.	Total Value of Proportionate share of the land.	...../-

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.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

Witnesses :-

1.

2.

Signature of the Vendor/Developer

Signature of the Vendee

Drafted as per instructions of the parties.

Printed By:-

(Sanjeev Kumar)
UDDYOGIJI'S CHAMBER,
Collectorate Bar Association
Patna.

(Dr. ANIL KUMAR SINHA, "UDDYOGI")
Advocate,
'Chamber', Collectorate Bar Association
Patna