

SALE DEED FOR FLAT

THIS DEED OF SALE is made and executed on this the _____ day
of _____, by

Sri _____ S/o, D/o, W/o. _____,
aged about _____ years, Occupation: _____
Resident of D.No. _____

Represented by his / her agent (or)

Being minor represented by Father/Mother/Brother/Guardian

Sri _____ S/o, D/o, W/o. _____,
aged about _____ years, Occupation: _____
Residing at _____ under _____ general / special
power of attorney dated _____ Registered as Document
Number _____ of Year _____ Book IV of RO/SRO _____.

Hereinafter referred to as “**VENDOR NO I**” which term shall mean and include all his
heirs, legal representatives, executors, administrators, attorneys and assignees etc.

AND

M/S. _____

Hereinafter referred to as “**DEVELOPER**” and “**VENDOR NO II**” which term shall
include all its partners, representatives, assignees, successors-in-interest.

Herein-after referred to as "VENDORS"

IN FAVOUR OF

Sri _____ S/o, D/o, W/o. _____,
aged about _____ years, Occupation: _____
Resident of D.No. _____

Being minor represented by Father/Mother/Brother/Guardian

Sri _____ S/o, D/o, W/o. _____,
aged about _____ years, Occupation: _____
Residing at _____

Hereinafter referred to as "**VENDEE**" which term shall mean and include all his heirs,
legal representatives, executors, administrators and assignees, etc.

WHEREAS the Vendor is the sole and absolute owner of the Plot bearing
Plot No./House No. _____, Survey No. _____ situated at
Ward No. _____ Block No _____
_____ Municipal Corporation / Municipality which was inherited / having acquired
through a Sale/Gift/Gift Settlement/Partition/Will Deed Registered as Document No.-
_____ of S.R.O. _____ copied in Volume No.
_____ at Page _____.

WHEREAS the Vendor was desirous of constructing a residential complex in the said premises have approached the Developer, and the Developer agreed for the same as per the Development Agreement registered as No _____ of S.R.O._____.

WHEREAS the Vendor(s) herein has/have obtained Permission for Stilt + Upper _____ Floors, vide Permit No._____ in File No._____ dated_____ from the Municipal Corporation / Municipality / Gram Panchayat.

WHEREAS the Vendor(s) have constructed complex named as _____ in the said premises consisting of Stilt Floor for parking + Upper Three Floors for residential units, having amenities of APSEB & HMWS connections as per the plan.

AND WHEREAS the Vendor(s) offered to sell (The undivided share of the site described in 'A' schedule) Flat _____ Described in 'B' schedule (hereinafter referred to as the "SCHEDULE PROPERTY") to the Vendee for a total sale consideration of Rs._____ Only) and the Vendee herein has agreed to purchase the above mentioned Flat for the said sale consideration which includes the consideration for the purchase of the proportionate undivided share of land.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of the said offer and acceptance the Vendee has already paid the entire sale consideration of Rs._____ to the Vendors, the

receipt of which the Vendors hereby admitted and acknowledged, the Vendors hereby convey, transfer and assign all their title, right and interest over the schedule property together with Rights of easements and appurtenances unto and to the use of the Vendee.

2. That the Vendors have this day delivered the vacant, physical and peaceful possession of the Schedule Property to the Vendee TO HAVE AND TO HOLD the same absolutely and forever, which is more fully and specifically delineated and described in Schedule Property.
3. That the Vendors have paid all the taxes, cess, dues etc., in respect of the schedule mentioned property up to date of registration of Sale Deed.
4. That the rights, titles, interests, easements, privileges, appurtenances, liberties, enjoyments and possessions are hereby transferred and subsist in favor of the Vendee absolutely and forever.
5. That the Vendors hereby declare and covenant with the Vendee that the schedule mentioned property is free from all encumbrances, charges, prior sales, gifts, mortgages, liens, court attachments and litigations etc., and the Vendors have full power and absolute authority to sell the said premises to the Vendee absolutely and forever.
6. That the Vendors hereby undertake to indemnify and keep the Vendee indemnified against all the losses, costs, expenses, damages sustained if

any to the Vendee on account of any defect in title of Vendors or if the Vendee is deprived from the part or whole of the schedule property, the Vendors shall compensate against the same at all times with the personal or other property.

7. That the Vendors further declare and covenant with the Vendee that they will execute any further deeds of assurance to strengthen the title of the Vendee at the cost and expenses of the Vendee.
 8. The Vendee shall be the joint owner of schedule land along with other Flat owners of the building complex and the land is for the common use of the Flat owners of the building complex.
 9. The vendor(s) here by declare that the site described in 'A' schedule property is not in assigned land with in the meaning of U.K. Assigned Lands (Prohibition and Transfers) Act 9 of 1977 and it is also not sold to any body or under mortgage to Govt. / Agencies / Under takings.
- a) TO HAVE PEACEFUL AND OCCUPATION OF THE BUILDING COMPLEX_____ THE VENDEE HEREBY COVENANTS AS FOLLOWS:
- b) The Vendee hereby agrees to be a member of the Society or Association to be registered under the Societies Act or any other analogous enactment or regulations that may be formed by all the Flat owners of the building complex

_____ and the Vendee shall abide by the rules and by-laws of the said Society who shall be the administrators of common services such as lift, transformer, corridors, passages, staircases, drainage, water supply, maintenance of borewells, electricity and other properties of common enjoyment and maintenance of security staff and any such other welfare activities as the general body of Society may consider and resolve by a special resolution. The Vendee shall pay to the Society / Association share of the amounts towards common services, insurance premium, taxes leviable on the entire building complex. Further, the Vendee shall pay the property tax, electricity meter deposit, electricity consumption charges and water charges of scheduled property etc., to the concerned authorities regularly.

c) The Vendee shall park vehicle only in the parking area in the common area, and the same shall make use of the common passage leading from the main road to the apartments only as an approach to the apartments and no cause any obstruction in the passage and will not have any right over the sky-space over the passage.

d) The Vendee shall not at any time demolish scheduled property or any part of the building including the common areas such as staircase, lift, parking area, drainage pipes, cables, water courses, gutters, wires and other conveniences necessary for proper utility of the building. The Vendee shall not make any additions or alterations or any new constructions of any nature whatsoever contrary to the MCH plan for his/her Flat or to any part of the building. The Vendee shall not close the verandahs or lounges or also shall not alter the exterior colour of the building complex. For this purpose the Flat owners means all persons having rights, title or interest in any part of the building.

The design of the grills provided to the balconies as well as to the windows of apartments shall not be replaced with any other design so as to maintain uniformity in the appearance of the building.

e) The Vendee hereby agrees to keep his/her Flat as well as the partition walls, drains, drain pipes, water pipe lines and the appurtenances thereto in good condition so as to support shelter and protect all parts of the building and also for proper utility and occupation.

f) The Vendee hereby agrees to use the common over head tank jointly along with other Flat owners and undertakes to pay the water charges proportionately if water is purchased.

g) The Vendee shall covenants that he/she shall not throw any dust, rubbish, rags, waste or permit the same to be thrown in the compound or in any portion of the building complex, which may cause damage, loss or inconvenience to other occupants of the building.

h) The Vendee hereby agrees that he/she shall not use the Flat for any purpose which may cause nuisance or disturbance to the neighboring occupants of the building, nor for any illegal or immoral purpose.

i) The Vendee shall not store in the Flat any explosive or goods of destructive nature which are likely to cause fire or explosion and also shall not store heavy weight materials which may effect damage or destroy the structures of the building.

'A' SCHEDULE PROPERTY

All that piece and parcel of the site admeasuring _____ Sq.yards /
_____ Sq.Mts. Survey No _____ Ward No _____ Block No. _____
Situated at _____ Municipal Corporation / Municipality _____ Sub District
_____ Registration District.

Which is more fully described in the plan annexed hereto and marked in RED colour
and bounded as under:

NORTH :

SOUTH :

EAST :

WEST :

In the above property undivided share of _____ Sq.yards _____ Sq.Mts

'B' SCHEDULE PROPERTY

Flat No. _____ in _____ Floor With a Plinth Area of _____ Sq.Feet
including common areas along with parking area admeasuring _____ Sq.Feet in the
residential / commercial complex named _____ constructed in the 'A'
Schedule Property bounded by,

NORTH :

SOUTH :

EAST :

WEST :

IN WITNESS WHEREOF the Vendors have hereunto set their hand to this Absolute Deed of Sale on this day, month and the year first above mentioned in the presence of the following witnesses.

V E N D O R S

WITNESSES :

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

Document Prepared by _____ S/o. _____ Occ. _____ R/o. _____

SIGNATURE