

SALE-DEED

1. Nature of Land : Residential
2. V-Code :
3. Ward/Pargana : Sarnath/Shivpur
4. Mohalla/Village : Lalpur Anaula
5. Description of Property : **Flat No. _____, on _____ Floor in**
(Flat/ Apartment)
6. Unit of Measurement : Square meter.
7. Area of Proportionate Land : _____ Square meter (_____ Square feet)
Underneath
8. Status of Road : Link Road
9. Others Description : No
10. Nature of Property : Residential Flat
11. Total Area of The Land Property (in case of : Square meter (Square feet)
Multi Storied Building)
12. Total Built-up Area : Square meter (Square feet)
of Building
13. Status-Finished/ Semi Finished/Others. : Finished
14. Valuation of the tree : No
15. Boring/Well/Others : No
16. Carpet/ Built-up area hereby sold : Carpet Area _____ Square meter (_____
Square feet),
Built-up Area _____ Square meter (_____
Square feet)
17. Year of Construction : New
18. Whether it is related to the Member of : No
Sahakari Avas Samiti
19. Amount of consideration : **Rs. _____/-** (Excluding Service Tax/GST &
Other Charges)
20. Value of Flat (As per Circle rate) : **Rs. _____/-**
21. Stamp Duty : **Rs. _____/-**
22. Boundary of the Flat/ Apartment :-

East :-
West :-
North :-
South :-
23. Number of First Party/ Vendor-01 : Number of Second Party/ Vendee- _____

**THIS INDENTURE OF SALE made on _____
BETWEEN**

M/s., a company incorporated under the
Companies Act, having its registered office at

.....
.....
..... through its authorized signatory _____ **S/o Mr.**

_____ resident of _____. Vide board resolution dated _____, (hereinafter called the Vendor which term unless repugnant the context shall include its successors, administrators and assignees) of the **ONE PART**.

PAN. _____,
CONTACT No. _____

..... **FIRST PARTY/ VENDOR**

AND

(1) Mr. _____ S/o Mr. _____ Resident of _____.
PAN - _____, (Contact No. _____)

(herein after called the vendees which term unless repugnant the context shall include their heirs, successors, assignees and representatives) of the **SECOND PART**.

.....**SECOND PARTY/ VENDEES**

AND WHEREAS the **FIRST PARTY/ VENDOR** had purchased plot of land bearing khasara / plot no . _____ situated at _____vide registered sale deed dated _____. Which has been duly registered in the office of sub Registrar Varanasi (hereinafter referred to as the "**project land**")

AND WHEREAS the **FIRST PARTY/VENDOR** has been constructed the Group Housing Project known as.....(Project)..... after obtaining the building Plan approval vide permit no..... by the development authority . on its purchased land more fully detailed & described in the Schedule-'A' hereunder.

AND WHEREAS the First Party/Vendor in furtherance of the Development of the aforesaid scheme offered to the public residential Built-up Flats/Apartments of different sizes, dimensions and descriptions.

AND WHEREAS the VENDEE/VENDEES/2nd Party expressed his/her/their desire to purchase Flat No. _____ in ".....(Project)....." having carpet area - _____ Square meter (_____ Square feet) Built-up Area _____ Square meter (_____ Square feet) along with One Car Parking Space at _____ in the said building.

AND WHEREAS the **FIRST PARTY/VENDOR** has allotted to the VENDEE/VENDEES/2nd Party Flat NO. _____ on _____ Floor along with one Car Parking Space at _____ in(Project).....

AND WHEREAS the VENDEE/VENDEES/2nd Party have paid full sale consideration as agreed and Vendee/Vendees are ready to purchase and Vendor is ready to transfer the said Flat.

AND WHEREAS the Board of Directors of the Company unanimously resolved in the meeting held on _____ at _____, at _____ that Mr. _____ S/o Mr. _____ is authorised to execute the Agreement to sale/sale deeds on behalf of the Company and receive the sale consideration for the company in respect of property aforesaid.

NOW, THIS INDENTURE OF SALE WITNESSETH FOLLOWS:-

- (1) That for a total sale consideration of **Rs. _____/- (Rupees _____Only)** Excluding Service Tax/GST & Other Charges which has been paid by the Vendee/Vendees (detailed in SCHEDULE-C - MEMO OF SALE CONSIDERATION) to the Vendor, now nothing is due towards the sale consideration and the Vendor/1st Party do hereby sells, transfers, alienates and assigns all his right, title interest and ownership to the Vendee/ Vendees, 2nd Party the Flat No. _____, on _____ Floor Situated at Mauza/MohallaWardPargana -..... Tehsil

..... District -..... Carpet Area. _____ Square meter (_____ Square feet) Built-up Area _____ Square meter (_____ Square feet) more fully detailed and described below in SCHEDULE-B and shown in the annexed map along with undivided, un demarcated proportionate share of land _____ Square meter (_____ Square feet) and irrevocable, absolute and exclusive right to use one car parking space at _____ in the said Group Housing building.....(Project).....

- (2) That the Vendee/Vendees has/have right to reasonable use of common area and common services facilities staircase, lift etc. detailed description of which has been given in the deed.
- (3) That the Flat hereby sold and transferred is free from all encumbrances, lispendence, charges. liens and attachments whatsoever and the Vendor has not done anything whereby the said property is/or may be under charge, entitled, claims, estate of otherwise in prevented terms, conveying or assigning the said Flat and Vendor has every right to transfer the said Flat and all the taxes and rates in respect of the said Flat has been paid and cleared by the Vendor up-to-date of sale.
- (4) That the Vendor agreed to save harmless and keep indemnified, the Vendee/Vendees from and against all losses, expenses, and costs incurred or suffered by any act or omission of the Vendor affecting in any manner, the property or title hereby conveyed and warranted.
- (5) That the Vendor further agreed that, at the request of the Vendee/Vendees shall do cause to done anything necessary or reasonable for the purposes of more fully assuring selling, transferring or giving full & complete effects to the true meaning and intent of these present.
- (6) That the Vendor has put the Vendee/Vendees in possession of the property hereby sold and transferred or howsoever otherwise the same may be described.
- (7) That the Vendor has provided the common area and common facilities in(Project)..... and that such common area and common facilities shall include round the clock regulated water supply, limited power back-up in the Group Housing Building and the common area, pucca approach road to the said building and intercom system to each Flat, necessary fire-fighting equipment and installations, provision of light in the common areas, lift with power back-up, provision for security of the said building “.....(Project).....”.
- (8) That the VENDEE/VENDEES has/have inspected and otherwise satisfied themselves about the right, title and interest of the Vendor over(Project).....and the quality and workmanship of the construction of the said building(Project).....and the said Flat and that the VENDEE/VENDEES agrees and undertakes not to make any claim, objections, contentions of any deficiency against the Vendor regarding the building(Project).....and the said Flat or any item of work or in respect of anything connected with the same including quality of work, materials used, installations, additions or alterations, common facilities etc. and the same, if made, shall be treated and deemed to have been extinguished and waived.
- (9) That the Vendee/Vendees agrees that the Flat Owners of(Project).....shall form a society of Flat Owners as per applicable laws which shall ensure that such society shall function properly and the Group Housing Building “.....(Project).....” as a whole is being properly maintained.
- (10) That it is agreed between the parties that after formation and Registration of the society of flat owners, the society shall take over the undivided proportionate title in the common areas as defined Under Section 2(N) as per provisions of section 17(1) of The Real Estate (Regulation and Development) Act - 2016.
- (11) That the Vendee/Vendees agrees that so long as the said building including the said Flat and the said Car Parking space is not separately assessed for the Municipal and any other taxes, the Vendee/Vendees/2nd Party shall pay proportionate share of the Municipal taxes, house tax, water tax or any other taxes assessed on the(Project).....to the society or until such society formed & registered and takes over charge of management and maintenance of the building to the Vendor, on demand, within a period of 15 days. Such demand shall be made by way of issue of notice to the Vendee/Vendee/2nd Party and the same shall be conclusive, final and binding upon the Vendee/Vendees/2nd Party.

- (12) That same and except in respect of the said Flat & parking space hereby acquired by the Vendee/Vendee/2nd Party and right of to use the common areas and common facilities along with other Flat owners, occupants and visitors, the Vendee/Vendees shall have no claim, right, title or interest of any nature or kind whatsoever in respect of all or any open or other spaces. The Vendee/Vendees/2nd Party shall not have parking right in any area except the said Car Parking space allotted to the Vendee/Vendees/2nd Party by the Vendor.
- (13) That the duties and responsibilities of the said society will be to maintain the common areas and the maintenance, upkeep, repairs, security, landscape of the common services etc. in case of more than one owner of the Flat only one owner shall be the member of the said society.
- (14) That the Vendee/Vendees/2nd Party agrees that the proportionate liability of each Flat Owner towards maintenance charges including charges towards running of diesel generator for limited power back-up in the common area or in each apartment or for running or maintaining common facilities or for providing security or for any deposit or tax payable to any authority as determined by a Chartered Accountant appointed by the said society and until such society formed & registered and takes over charge of management and maintenance of the said building by the Vendor shall be final and binding and that the Vendee/Vendees/2nd Party further agrees that the account of expenses of maintenance charges as audited and certified by such Chartered Accountant shall be final and binding.
- (15) That in order to secure adequate provision of maintenance services, the Vendee/Vendees/2nd Party has/have deposited non-refundable one time interest free maintenance security at the rate of **Rs./-** per Square feet on area of the particular Flat with the First Party Vendor. Once when the said society formed & registered and takes over charge of management and maintenance of the building then the Vendor/First Party shall hand over the amount so collected into the registered bank account of the said society without any interest. This amount shall be used for major repair work/maintenance and not in routine manner or for usual purposes.
- (16) In order to secure adequate provision for monthly maintenance services for 12 months, the Second Party has/have deposited @ **Rs./-** per square ft. + GST as applicable on area of the particular Flat with the First Party/Vendor. This amount would be independent and apart from what has been stated herein above in the form of interest Free Maintenance Security Deposit. IF the Society is formed & registered and takes over maintenance liability within one year of the Offer of Possession, then proportionate amount would be given to the registered Society in its registered bank account without any interest. Needless to state, the Flat Owner will not have to pay any amount till one year from the date of Offer of Possession towards monthly maintenance charges.
- (17) That in case of any delay or default in making the maintenance charges the Vendee/Vendees/2nd Party agree to pay to the said society until such society formed & registered and takes over charge of management and maintenance of building to the Vendor, in addition to maintenance charges, interest @ 18% per annum on the maintenance charges from the date of maintenance charges becomes due and payable up to the date of payment.
- (18) That the Vendee/Vendees/2nd Party hereby agrees and undertakes to do all other things required at all times as may be necessary for the proper management and for amendment of the bye-laws, rules and regulations of the said society and taking decisions or for framing any rules and regulations to be formulated by the society. It is however made clear that only one person can claim membership from each Flat of the said building.
- (19) It is hereby agreed between the parties that if the Vendee/Vendees/2nd Party neglect, commit default or fail for any reason, whatsoever, to pay the maintenance charges by the respective due date to the said society or until such society formed & registered and takes over charge of management and maintenance of building to the Vendor then all such dues shall be first charge on the Flat.
- (20) That the Vendor has informed the Vendee/Vendees and the Vendee/Vendees hereby agree that the Vendor may develop the said premises by creating such facilities and amenities which are not part of the common facilities and may also develop the said premises along with other adjacent property or properties as an integrated development of larger complex and the Vendee/Vendees hereby declares and confirms with Vendor as under -

- i) The Vendor shall be entitled to grant any Right of Way or license or any right through, over or under the said premises to any person or party as the Vendor may desire and deem fit.
 - ii) That the roof of the top floor shall be utilized by all the Flat owners as common facility, none of the Flat owners or society shall be entitled to make construction of any kind on the roof of the top floor.
 - iii) It is agreed between the parties that the ownership right of the Vendee/Vendees/2nd Party shall be restricted only to the said Flat. The Vendee/Vendees/2nd Party shall also has/have right to use the said car parking space in(Project).....as exclusive car parking space and right of reasonable use of the common facilities along with other flat owners, occupants and visitors.
- (21) That the Vendee/Vendees/2nd Party hereby agrees that before the transfer of the said Flat he/she/they shall give notice to the said society of the Flat owners of(Project).....and until such society formed & registered and takes over charge of management and maintenance of building to the Vendor of his intention to transfer the said Flat. The Vendee/Vendees/2nd Party further agrees to clear all his dues of maintenance charges or any other dues and shall obtain no dues certificate from the said society of the Flat owners of(Project).....and until such society formed & registered and takes over charge of management and maintenance of building from the Vendor before transfer of the said Flat.
- (22) That it is hereby agreed that in case of any difference between the parties hereto, it shall be resolved by conciliation failing which by arbitration. The conciliation and arbitration shall be concluded in accordance with the Arbitration and Conciliation Act, 1996.
- (23) The terms and conditions contained in this Sale Deed shall always final and prevail unless the same is modified by a registered sale deed subsequent to the execution of this Sale Deed.
- (24) All Communications made with the Vendee/Vendees as contemplated under this deed shall be deemed to have been duly served if delivered by hand or posted to the Vendee/Vendees by Registered Post at the said building or at the mailing address given above.
- (25) That the Vendee/Vendees obtained the possession of the property hereby sold and found all the construction, building-materials, fitting etc. is as per dimension, specification and description. The Vendee/Vendees satisfied about the workmanship of the property (Flat) and the said building “.....(Project).....” as a whole.
- (26) That the Vendor/1st Party will be liable for any structural defect in the said Flat/building for five years from the date of possession dated of the Flat/building which has been declared/announced by the Vendor/1st Party, but the Vendor/1st Party shall not liable for any damages caused due to negligence or improper maintenance of Vendee/Vendees/2nd Party or said society for the materials has been used in the Flat/building such as wires, switches, floor tiles, wall tiles, plumbing pipes and fittings etc. and that in the building such as Lift, Generator, water pumps etc. though all materials has been used of branded quality of certified companies and whatever warranties extended by the concern companies to the Vendor/1st Party shall stand extended to the Vendee/Vendees/2nd Party.
- (27) That except in respect of the particular Flat and its common facilities and parking space allotted to him/her/them the Vendee/Vendees will have no claim, right, title or interest on any open or other spaces.
- (28) That since the Flat hereby sold is part of the Group Housing Project “.....” for the benefit of all the owners and occupiers of the said building, the Vendee/Vendees hereby agreed and undertakes that Vendee/Vendees/2nd Party shall not :
- A. Use the said Flat for any purpose other than for residential purposes.

- B. Occupy, interfere, hinder or keep and store any goods, furniture etc. in the common space, entrances, staircase of the said building.
- C. Throw dirt, rubbish, rage or refuse or permit the same to be thrown or accumulated in any common portion of building except in the area of place earmarked for such waste.
- D. Use the Flat for any illegal or immoral purposes or in any manner which is a nuisance or cause nuisance to the occupiers or the other Flat owners in the building.
- E. Do or permit to be done any act or thing which may render void or voidable any insurance of the said building or cause extra premium to be payable in respect thereof.
- F. Store in the said Flat any goods of hazardous or combustible nature or which are so heavy as to affect the structure of the Flat/building.
- G. Do not suffer any thing to be done in or about the said Flat which may cause or tend to cause any damage to any portion over or below of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or of any open space/passage or amenities available for common use.
- H. Close or permit the closing of verandah or lounges or balconies or common passage and shall also not alter or permit any alteration in the elevation and outside color scheme of the exposed wall of the verandah, lounge or any external doors and windows of the Flat nor paste any bills, advertisement, posters, notices, cuttings etc.
- I. At any time demolish or cause to be demolished, divide or sub divide the said Flat or any part thereof.
- J. Claim any right whatsoever over the parking space other than the parking space allotted to the Vendee/Vendees/2nd Party and Vendee/Vendees will use the same as parking space only for parking of vehicle and for no other purposes whatsoever and shall not transfer the said parking space to any other person for parking vehicle or for any other purposes, independent of the Flat.
- K. Make any structural alterations or any alteration in the said Flat leading to shifting of any wall, doors, windows, etc. without prior written consent of the said society until such society formed & registered and takes over charge of management and maintenance of the building of the Vendor except installation of fixtures fittings and light without any consent from any one and the Vendee/Vendees/2nd Party further agrees not to cause any damage to the building including other Flat and common area and common facility in(Project).....and pay damages, compensation, cost of restoration in case of any damage is caused to the building including other Flats and common areas and common facilities and/or to any portion in the course of such installation of any fixtures, fittings, light equipments, cables etc. by Vendee/Vendees/2nd Party or its agents.
- L. Do, Permit or commit contrary to any provision made by or under any statue or law for the time being in force or any regulation made by the said society and until such society formed & registered and takes over charge of management and maintenance of the building by the Vendor or any other agency as may be appointed for the management for upkeep of.....(Project).....

(29) That the VENDEES/2nd Party further undertakes to:

- A. Permit at all reasonable times the workers/laborers/ supervisors appointed by the said society until such society formed & registered and takes over charge of management and maintenance of the building by the Vendor to enter in the said Flat for inspection, maintenance repairs, restoration and cleaning of installations and fixtures comprising the common area and common facilities and not to create any obstruction in the work of such workers/laborers/supervisors.
- B. Keep the common area and compound of the said building neat and clean and in proper condition.

- C. Maintain at his/her/their own cost the Flat in good condition and shall abide by all laws, bye-laws, rules and regulations of the Government, Development Authority or local body as well as with the rules and bye-laws framed by the society of the Flat owners of the “.....(Project).....”.
- D. Keep the building walls and partition walls and other fittings and fixtures and appurtenances thereto in good condition and protect the said building as a whole and Vendee/Vendees will be liable to pay all taxes and charges imposed by any Government or Authority in proportion to area of construction of the Flat with total constructed area of the building.
- E. Be responsible to Nagar Nigam or any other authority for anything done in connection with the said building complex and shall also keep the said society and until such society formed & registered and takes over charge of management and maintenance of the building to the Vendor indemnified against losses, payments which the said society or the Vendor may suffer or may have to pay on account of any violation made by the Vendee/Vendees of any law or regulation of any authority at any time in future.
- (30) That according to the electricity supply rules the builder/Vendor/ 1st Party has taken one electric connection for the said Group Housing building“.....(Project)” in its own name and the vendor shall provide electric connection to each Flat owners. The Vendee/Vendees/2nd Party shall get electric connection through Pre-paid sub-meter provided by Vendor/1st Party, in that connection the Builder/First Party Vendor has deposited security money and incurred other expenses. The Vendor/First Party shall be entitled to take security deposit and other expenses incurred, from each Flat owner in the proportionate ratio along with pre-paid meter cost and other expenses. After taking charge of management and maintenance of the building by society of the Flat owners, the society shall be entitled to collect electric charges from each Flat owners and shall pay the electricity bill amount to the electricity department.
- (31) That the rights of the Vendee/Vendees will be transferable and heritable, however the transferee or legal representatives of the Vendee/Vendees will be bound by the covenants herein contained to be observed by the Vendees/Vendees/2nd Party.
- (32) That the Vendee/Vendees get his/her/their name mutated on Flat separately and assessed by Nagar Nigam/municipal board . Till separate assessment of the Flat the Vendee/Vendees/2nd Party shall be liable to pay all taxes and charges in proportion to area of construction of the Flat to the Vendor/1st Party. The Vendee/Vendees/2nd Party are liable to pay the maintenance charges to the Vendor/1st Party till the charge of maintenance and management of the building taken over by the said society.
- (33) That the Vendee/Vendees/2nd Party agrees that all costs, charges and incidental expenses for execution of this sell deed or other writing or writings to be made in pursuance thereof including stamp duty, registration charges and legal charges including lawyer’s fees thereof shall be borne by the Vendee/Vendees/2nd Party.
- (34) That the Vendor and Vendees are Indian.

SCHEDULE-A

All piece and Parcel of land bearing S.M. plot No., measuring- Square meter (..... Square feet) situated at Mauza/MohallaWard....., Pargana....., Tahsil..... District(UP) , bounded by:-

East :-

West :-

North :-

South :-

SCHEDULE-B

Flat No. _____, Floor No. _____ having Carpet Area. _____ Square meter (_____ Square feet)
Built-up Area _____ Square meter (_____ Square feet) along with undivided and un demarcated

proportionate share of land measuring _____ Square meter (_____ Square feet) in the group housing building ".....(Project)....." situated at Mauza/Mohalla....., Ward, Paragana....., Tahsil..... & District.....(UP) , shown in the Plan annexed hereto, bounded as below:-

East :-

West :-

North :-

South :-

SCHEDULE-C
MEMO OF SALE CONSIDERATION

On Account of Consideration	On Account of Service Tax/GST	Total	MOP	Date	Bank
_____.00	Total Consideration Amount Rupees _____ Only (Excluding Service Tax/GST & Other Charges)				

IN WITNESS WHEREOF the parties hereto have put their hand and seal on the day and year first written herein above.

Note :-

Value of property as per Circle rate is as under:- - Rs. _____.00

Value of structure of built-up area of the said Apartment _____

Square meter X Rs. _____/-

Proportionate Land - _____ Square Meter X Rs. - Rs. _____.00

...../-

TOTAL:- - Rs. _____.00

20% as per Roaster for facilities of Parking, Guard, Power Back-up - Rs. _____.00
and lift.

TOTAL VALUATION:- - Rs. _____.00

Say - Rs. _____.00

Sale Consideration - Rs. _____.00

Stamp paid as per G.O. @ 7% - Rs. _____.00

Accordingly total stamp duty Rs. ____/- is paid through e-Stamp Dated _____ of Rs. ____/- and Rs. ____/- paid through Non Judicial stamp.

That ".....(Project)....." group housing building is on/not on Scheduled road and no any commercial activities.

Witnesses :-

1- Name & Signature :

Father's/Husband Name :

Occupation :

Mobile No. :

Address :

2- Name & Signature :

Father's/Husband Name :

Occupation :

Mobile No. :

Address :

Date:- _____