

SALE-DEED

This Sale Deed is made and executed on this.....day of November 2018 at Saharanpur by and between:

Shri Subodh Gulati S/o Shri Shivpuran Gulati R/o Gill Colony Saharanpur and Shri Shivpuran Gulati S/o Shri Brijlal Gulati R/o Gill Colony, Saharanpur (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

.....  
(hereinafter referred to as "DEVELOPER" and "VENDOR NO II") which term shall include all its partners, representatives, assignees, successors-in-interest.

IN FAVOUR OF

Mr.....  
(hereinafter referred to as "VENDEE") which term shall mean and include all his heirs, legal representatives, executors, administrators and assignees, etc.

WHEREAS, the Vendors are the absolute owner, possessor and in peaceful enjoyment of land.....sq.Yds. situated at.....by virtue of registered sale deeds dated.....document no.....duly registered at the office of the Sub-Registrar, Saharanpur, District Saharanpur.

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

The Vendors have obtained the necessary permissions from Saharanpur Development Authority vide their Letter No. ....dated.....

AND WHEREAS, the Vendor(s) offered to sell Flat .....Described in 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 upto 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 favour 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.

To Have Peaceful and Occupation Of The Flat the Vendee Hereby Covenants as Follows:

- (a) 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.

(b) 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.

(c) The Vendee shall not at any time demolish schedule 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 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

#### SCHEDULE PROPERTY

All that piece and parcel of residential Flat bearing private no.....in.....floor measuring.....sq.meter and total build up area..... sq.meter inclusive of three bed rooms, kitchen, drawing cum dining room, toilets etc measured at the East side .....meter, West side.....meter, North side.....meter, South side.....meter shown in the map enclosed herewith with all rights therein including common areas along with parking area situated in the .....Saharanpur as per site plan annexed hereto with all easementary rights therein.

#### BOUNDRIES OF THE FLAT UNDER SALE:

EAST-

WEST-

NORTH-

SOUTH-

#### DETAILS OF THE CONSIDERATION:

The vendor has received the entire consideration of Rs. ....(Rupees.....Only) from the vendee before the execution of this sale deed.

IN FAITH AND TESTIMONY WHEREOF the parties here to have set and subscribed their respective hands on the day of month and year first above written .

#### WITNESSES:

1.

2.