**SALE DEED OF A RESIDENTIAL FLAT OR MULTI STORIED BUILDING**

This Agreement is entered into as of \_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_ (Place).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_ [[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (hereinafter referred as “ the vendor”, which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include the successors-in-interest of sellers, Housing Limited and assigns) of the ONE PART.

**AND:** \_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_ [[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (hereinafter referred as “the vendee”, which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include his heirs, executors, administrators and permitted assigns) of the OTHER PART.

**PREAMBLE**

**WHEREAS** the vendor is the absolute owner of\_\_\_\_\_\_\_\_\_\_ [[Full Address]] have purchased from M/s.\_\_\_\_\_\_\_\_\_\_[[Name]] Office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Address]] through its Director Shri/ Smt\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] S/o Late Shri\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Address]] through registered sale deed, dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Date]] which deed has been registered in Bahi No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[no.]], Zild No.\_\_\_\_\_\_\_\_\_\_ [[no.]] on\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[date]] in the Office of Sub-Registrar \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[place]] Distt\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Name]]

**AND WHEREAS** the building is a Triple Storied/Multi Storied residential flats on the above land;

**AND WHEREAS** the Vendee has approached to the vendor for purchase of above property and the vendors have agreed to sell the above property to the vendee i.e. Flat No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[No.]] of above property measuring \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Measurement]] sq. fts. for a sale consideration of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Amount]] which the vendors and vendee considered fair and reasonable and whereas the offer of the vendee being most reasonable and is according to present market price, hence the vendors agreed to sell the same to the vendee for a sale consideration of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Amount]]

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RELATIONSHIP OF THE PARTIES- INDEPENDENT PARTNERS

The Parties agree that the Parties shall be considered independent and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

1. PAYMENT CLAUSE

The vendor has received the Sale consideration of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs.]] from the vendee as under:-

Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs.]] through Cheque No.\_\_\_\_\_\_\_

[[No.]] dt.\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Date]] drawn on\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[date]]

Bank,\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Address]] Branch,Distt.\_\_\_\_\_\_\_\_\_\_\_[[Name]]

 Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Amount in Rs.]] cash.

1. RIGHTS, DUTIES AND OBLIGATIONS OF THE VENDEE
	1. In pursuance of the agreement executed by the vendor on [[date]] and consideration of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs]] paid by the vendee to the vendor after deducting a sum of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs]] which has been received as earnest money at the time of execution of agreement for sale at or immediately before the execution of this deed, the receipt whereof;
	2. The vendee shall be kept indemnified against loss, damages or expenses if any suffered by reason of any defect in title of the vendor or any breach of covenant contained herein.
	3. The vendee may get his name recorded in the relevant records after expunging the name of the vendor on the sold property in any manner he deems fit and the vendee is also entitled to use terrace, staircase, open common places, lift, car parking and all other common facilities of the said building.
	4. The parking place shown by letters A, B, C, D and marked in the annexed map, will be exclusively used by the vendee without any objection by anyone.
	5. That if due to any defect in the title of the vendor, the vended property either in whole or part goes out of possession of the vendee in that case the vendor will be liable to either get the said defect removed in their title or to pay compensation to the vendee.
	6. That if due to act of God or any reason the building falls then the vendee shall be entitled to get land of their proportionate share.
2. RIGHTS, DUTIES AND OBLIGATIONS OF THE VENDOR
	1. The vendor do hereby acknowledge and he as a beneficial owner of the said property do by this covenant, indefeasibly, grant, sell, convey and transfer unto the vendee free from encumbrances, attachment and other defects in title all that the said property mentioned specifically in the Schedule attached herewith forever to his enjoyment and usage without any hindrance, interruption or disturbance on the part of vendor who has exonerated and released his title and claim over the said property.
	2. The vendor ceased to have any right, over the property to this deed and all the taxes up to this date have been paid by the vendor and now it is the responsibility of the vendee to pay the same henceforth.
	3. To ensure that the property sold is free from all encumbrances.
3. LIMITATION OF LIABILITY
	1. if due to any defect in the title of the vendor, the vended property either in whole or part goes out of possession of the vendee in that case the vendor will be liable to either get the said defect removed in their title or to pay compensation to the vendee.
	2. if due to act of God or any reason the building falls then the vendee shall be entitled to get land of their proportionate share.
4. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to that:

* 1. Each party has all required capacity and corporate authorization to enter into this Agreement
1. DESCRIPTION OF THE PROPERTY

The vended property is\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Floors]] storied residential building situated in Mohalla\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] Distt.\_\_\_\_\_\_\_\_\_

 [[Name]] measuring\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Measurement]] sq.mtrs. Hence, the value of construction i.e.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Measurement]] sq. mtrs at the rate of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount]] per sq. mtr is Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Total Amount]] total area of land on which flats are constructed is\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Measurement]] sq. meters and the total constructed area of flat is \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Measurement]] sq. meters and sold portion is\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Measurement]] sq. meters. Hence the proportionate area of the sold land to vendee is :

Total area o f House × Covered Area of Transferred Unit:-

Total Constructed Area of House :- \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Measurement]]

Proportionate Area Of Land:\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[Measurement]] ×Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs.]] = \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Total Amount]]

COST OF CONSTRUCTION:- \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Measurement]]. × \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs.]] = \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Total Amount]]

Total = Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs.]]

\_\_\_\_\_\_\_\_\_\_\_\_\_[[Percentage]]% extra charges of common area, car parking and lift = \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs.]]

Total Valuation of =\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rs. [[Amount in Rs.]]

1. DISPUTES AND RESOLUTIONS - ARBITRATION:
	1. ARBITRATION:
		1. In the event of any dispute, difference or controversy arising between the Tenant and Developer in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
		2. The Seat of Arbitration will be in\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Place]] and all Arbitration proceedings will be conducted in\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Place]].
	2. All disputes, actions and proceedings shall be subject to the jurisdiction of the Courts in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name of the place]]

By First Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_

By Second Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

Details of the vended property

RESIDENTIAL FLAT NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[No.]] SITUATED ON THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[NO.]] FLOOR, PORTION OF HOUSE NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[No.]] MOHALLA \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] DISTT.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] BUILT ON PORTION OF NAZUL SITE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[No.]] (NOW FREEHOLD)\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] DISTT. MORE FULLY SHOWN IN THE ANNEXED MAP TO THIS DEED:

BOUNDARIES :

East —

West —

North —

South —

Stamp of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount]] has been paid on Total Valuation of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Amount]] as per Govt. Notification No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[NO.]] dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Date]].

FINGER PRINTS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (VENDOR)

 LEFT HAND RIGHT HAND

 LITTLE FINGER

RING FINGER

MIDDLE FINGER

INDEX FINGER

 THUMB

FINGER PRINTS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (VENDEE)

 LEFT HAND RIGHT HAND

 LITTLE FINGER

RING FINGER

 MIDDLE FINGER

INDEX FINGER

 THUMB

**DESCRIPTION OF THE FLAT**

FLAT NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[No.]] SITUATED ON THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[no.]] FLOOR, PORTION OF HOUSE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[No.]] TEHSIL AND PARGANA\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Address]] DISTT.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name]] BUILT ON PORTION OF NAZUL SITE NO.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[No.]] (NOW FREEHOLD) MOHALLA\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[Address]]

By First Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_

By Second Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_