

## SALE DEED

This deed of sale is executed on \_\_\_\_\_ day of \_\_\_\_\_ month of \_\_\_\_\_ year by (1) Sri./Smt. \_\_\_\_\_, S/o./W/o. \_\_\_\_\_, occupation \_\_\_\_\_, and \_\_\_\_\_ aged \_\_\_\_\_ years, residing at \_\_\_\_\_

\_\_\_\_\_ here in after called the "SELLER".<sup>1</sup> (2)M/s. \_\_\_\_\_, Developer represented by Sri. \_\_\_\_\_, S/o. \_\_\_\_\_ occupation \_\_\_\_\_, and aged \_\_\_\_\_ years, residing at \_\_\_\_\_

\_\_\_\_\_ here in after called the "DEVELOPER".

In favour of

Sri./Smt. \_\_\_\_\_ S/o./W/o. \_\_\_\_\_, occupation \_\_\_\_\_, aged \_\_\_\_\_ years, residing at \_\_\_\_\_

Herein referred to as the "PURCHASER".<sup>2</sup>

Whereas, the term SELLER, DEVELOPER and PURCHASER, unless repugnant to the context shall mean and include there representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns.

Whereas, the SELLER herein, is the sole and absolute owner of immovable property<sup>3</sup> bearing No. \_\_\_\_\_ known as \_\_\_\_\_ situated at morefully described in the schedule 'A' hereunder written and herein after called the scheduled property.

Whereas, the SELLER is the absolute owner, having acquired the property, by \_\_\_\_\_<sup>4</sup> and since then SELLER has been in possession and enjoyment of the schedule "A" property and paying taxes and levies thereon, as sole and absolute owner thereof.

Whereas the SELLER agreed to sell Undivided share in the land described in Schedule "A" herein to M/s.\_\_\_\_\_ Developer and / or its nominees and transfer the Undivided share as morefully described in Schedule "B" hereto.<sup>5</sup>

Whereas the PURCHASER has agreed to purchase the schedule "B" property along with the property described in Schedule "C" property in terms of an oral / written agreement for a total sale consideration of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_only) and the purchaser in terms of aforesaid oral / written agreement agreed to pay the entire sale consideration at the time of execution of the sale deed.

Whereas in consideration of the purchaser having paid the entire sale consideration Rs.\_\_\_\_\_Rupees\_\_\_\_\_only) as aforesaid the receipt of which has been duly acknowledged by the SELLER and DEVELOPER who acquits the purchaser from making any further payment towards sale consideration, the SELLER and DEVELOPER, as beneficial owner, DOES HEREBY GRANT, CONVEY, TRANSFER, BY WAY SALE AND ASSIGN unto and in favour of the purchaser of the scheduled property and every part thereof together with the right, title and interest therein, with all the benefits advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, appurtenances or any other things hidden in the earth belonging to or appurtenant thereto etc., attached to belonging to and reputed to belong to the scheduled property TO HOLD, TO POSSESS AND TO ENJOY the same forever free from all encumbrances, charges, all kinds of mortgage, agreement to sell, court litigation's and any other statutory charges.

Whereas the SELLER and DEVELOPER hereby declares and covenants with the purchaser that he is the sole and absolute owner of the scheduled property and has a clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the purchaser in terms of this deed. The SELLER and DEVELOPER further declares that he has not done any acts, deeds or things so as to curtail, restrict or prejudice his right to convey or prevent him from selling the scheduled property in terms of this deed.

Whereas the PURCHASER having now paid the entire sale consideration as detailed below, has requested the SELLER and DEVELOPER to execute the Sale deed in his favour and the SELLER and DEVELOPER has duly agreed thereto.

NOW THEREFORE THIS DEED OF ABSOLUTE SALE WITNESSETH AS HEREUNDER:

1. The SELLER and DEVELOPER hereby confirms that the PURCHASER has paid the entire sale consideration as under:

a. Amount paid by Cheque No. \_\_\_\_\_  
or in Cash on dated \_\_\_\_\_ Rs. \_\_\_\_\_

b. Remaining amount paid by Cheque  
or D.D. or Pay order before  
Sub-Registrar at the time of Registration  
of this Sale deed Rs. \_\_\_\_\_

Total Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only)

Whereas the SELLER and DEVELOPER hereby further declares that the schedule property is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lis-pendens, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties which are in any way detrimental to the interest of the PURCHASER

Whereas the SELLER and DEVELOPER hereby assures the PURCHASER that all taxes and levies on the scheduled property have been paid up to date and arrears if any, till the date of sale deed shall be duly paid by him and future taxes in respect of the Schedule property shall be paid by the PURCHASER.

Whereas the SELLER and DEVELOPER hereby declares and covenants with the PURCHASER that he shall do or caused to be done all acts, deeds and things which are legally or reasonably required to be done at the instance of the PURCHASER for morefully and perfectly assuring the right, title and interest of the PURCHASER in the scheduled property here in conveyed and the PURCHASER shall bear such expenses.

Whereas the SELLER and DEVELOPER hereby indemnifies and shall keep the PURCHASER or his successors-in-title fully indemnified against any loss or liability cost or claims, action or proceedings, if any should arise, at any time in future against him owing to any defect in or for want of clear and marketable title or due to any defect, violation or non-compliance of any of the declarations or covenants herein.

Whereas the PURCHASER shall be the sole and absolute owner of the scheduled property with attendant rights or ownership, possession, enjoyment and shall be entitled to deal with all dispose of the scheduled property as deems fit without any interference, abstractions or hindrance from the SELLER and DEVELOPER or any one claiming under, through or in trust for him.

Whereas the SELLER and DEVELOPER has this day delivered the vacant possession of the scheduled property to the PURCHASER along with all the available original title deeds and documents which are in his possession pertaining to or relating to the scheduled property.

### **SCHEDULE "A"**

All that piece and parcel of land situated in Survey No.\_\_\_\_\_ situated in \_\_\_\_\_ and adjoining lands allotted by the Bangalore Development Authority, \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mts. which is surrounded by Survey No.\_\_\_\_\_ of \_\_\_\_\_ and the entire lands being bounded on the:

East by :

West by :

North by :

South by :

### **SCHEDULE "B"**

**(Property hereby conveyed)**

\_\_\_\_\_ % Undivided shares in the land described in Schedule "A" above is hereby conveyed.

Market value of \_\_\_\_\_ % Undivided shares in this property is Rs.\_\_\_\_\_.

## **SCHEDULE "C"**

### **(Property hereby conveyed)**

Apartment No. \_\_\_\_\_ on the \_\_\_\_\_ floor in the proposed building known as \_\_\_\_\_ on the lands described in Schedule "A" above (including one half part in depth of the joints between the ceiling of the apartment and the floor of the apartment above it and internal and external walls between such levels) admeasuring \_\_\_\_\_ sq.ft. (Inclusive of share in common service area) along with car park No. \_\_\_\_\_ constructed by the developers on the land described in Schedule "A".

## **SCHEDULE "D"**

### **RESTRICTIONS ON THE RIGHTS OF THE PURCHASER:**

THE PURCHASER, so as to bind himself, his heirs, legal representatives, executors, administrators and assigns with the consideration of promoting and protecting his rights as the owner of the construction and in consideration of the covenants of the SELLER and DEVELOPER binding on the PURCHASERS of other undivided interest in the land described in Schedule "A" hereto and the construction thereon, both hereby agree to be bound by the following covenants:

1. Not to raise any constructions in addition to that mentioned.
2. Not to use permit the use of the constructions referred to in a manner which would diminish the value or utility of the pipes cisterns and the like common amenities provided in the property described in Schedule "A" above or in any constructions made thereon.
3. Not to use the space in the land described in Schedule "A" above left open after the constructions referred to for the parking of any other vehicles or to use the same in any manner which might cause indrance for the free ingress to or egress from any other part of the constructions.
4. Not to default in the payment of any taxes or levies to be shared by the other joint owners of the property described in Schedule "A" above or expenses to be shared by the Owners of the constructions thereon or of any specified part thereof.

5. Not to decorate the exterior of the building complex to be constructed otherwise than in a manner laid down by the SELLER and DEVELOPER.
6. Not to make any arrangements for the maintenance of the buildings referred to for ensuring the common amenities therein for the benefit of all concerned other than those agreed to by all other PURCHASER, holding a majority of shares in the proposed constructions or by the SELLER and DEVELOPER.
7. Not to keep stock or display of any wares or any other material in the corridors or in any place intended for common use.
8. Not to display any signboard, advertisement board or designs without the prior approval of the SELLER and DEVELOPER and in places not sanctioned by the SELLER and DEVELOPER.

### **SCHEDULE "E"**

#### **RIGHTS ACKNOWLEDGED BY THE PURCHASER**

1. Full right and liberty for all persons who along with the PURCHASER own the land described in Schedule "A" such (together with all persons authorised or permitted by such persons) at all times by day or by night and for all purposes to go, pass and repass the staircases and the passage inside and outside the proposed building.
2. Full right any liberty to the persons referred to supra in common with all other persons with or without motor cars other permitted vehicles at all times, day and night, and for all purposes to go pass and repass over the land appurtenant to the buildings constructed in the land described in the Schedule "A" above.
3. The right to sub-jacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and from the side and roof thereof.
4. The free and uninterrupted passage of running water, soil, gas and electricity, to and from the construction through the sewers, drains, water courses, pipes and wires which now are or may at any time hereafter be, in under or passing through the building or any part thereof.
5. Rights of passage for the persons referred to supra in common with all other persons and their agents, licensees or workmen to the other parts of the building at all reasonable times, on notice, to places where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.

6. Rights of passage for such persons, their agents or workmen to the other parts of the building at all reasonable times, on notice to enter into for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbances as possible and making good any damages caused.
7. To lay cables or wires through common walls or passages for telephone, video or computer installations, respecting the equal right of the other Purchasers.
8. The right for the persons referred to supra in common with all other persons, and their agents, licensees or workmen and upon other parts of the said building, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving sub-jacent or lateral support, shelter or protection to the construction thereof.
9. The right to do all or by other act aforesaid without notice in case of an emergency.

#### **SCHEDULE "F"**

#### **TERMS ACCEPTED BY THE PURCHASER.**

The PURCHASER, in proportion of his share, along with other Owners in the proportions of their shares, shall be deemed to have accepted the following conditions and to bear the following expenses:

1. All rates and outgoing payable if any in respect of the land described in the Schedule "A" above and the building thereon.
2. The expenses of routine maintenance including painting, white washing, cleaning etc., and provisions of the common service to the building as set out below.
  - (a) Maintenance of the pumped, sanitary and electrical lines common to the buildings.
  - (b) Replacement of bulbs in the corridors.
  - (c) Payment of electrical and water charges for common charges.
  - (d) Maintenance of potted plants and landscaped areas in the development.
  - (e) Provision of day/night watchman.
  - (f) Maintenance of lift.

3. Should the PURCHASER default payment due for any common expenses, benefits or amenities, a majority of the Owners while carrying out the services as contemplated above, shall have the right to remove such common benefits, or amenities from his enjoyment.

### **SCHEDULE "G"**

#### **RESTRICTIONS ON THE PURCHASER RIGHT TO USE THE CAR PARK SPACE**

1. That the PURCHASER hereby agrees to refrain from using the car park space for the purpose of parking any heavy vehicles or to stock any goods whatsoever.
2. That the PURCHASER hereby agrees to refrain from storing any inflammable material or goods in the car park.
3. That the PURCHASER hereby agrees to refrain from putting up any temporary or permanent constructions/erections/partitions on or around the car park.
4. That the PURCHASER shall not use the car park in any manner that would adversely affect any of the constructions raised by the DEVELOPERS on the Schedule "A" lands.
5. That the PURCHASER agrees to strictly adhere to the rules and regulations that may be formulated by the Association of owners, and when formed, or in default by a majority of owners of undivided shares in the Schedule "A" property.
6. That the PURCHASER hereby agrees to give to the owners of car park spaces in the proposed complex, the right of ingress to and egress from all parts of the basement floor in the proposed complex.
7. That the PURCHASER shall give right of passage to the Agents/Licensees/Workmen of other Owners of car park spaces in the proposed complex for the purposes of repairing/cleaning/maintaining any of the common amenities provided at all times, on notice.
8. That in the event of the PURCHASER desiring to transfer or alienate the apartment described in Schedule "C" hereto, he shall do so provided that the car park space is transferred/alienated along with the said apartment as a composite unit.



**SCHEDULE "H"**

**THE VENDORS COVENANT:**

1. The VENDORS covenant with the PURCHASER that any Deed or Document executed by the VENDORS with all other Owners for construction of all apartments in the land described in Schedule "A" above shall contain the restrictions set forth herein.
2. That the VENDORS or their assignees or lessees claiming under, through or in trust for the VENDORS will always respect the right of the PURCHASER mentioned in this Agreement.
3. The VENDORS transferring, leasing or contracting to construct any flats hereafter shall faithfully follow the covenants herein contained and shall not confer any right not reserved for the PURCHASER herein nor contracted to be shared by the PURCHASER herein.
4. The VENDORS accept and agree that any covenant by the VENDORS in future in any deed or document reducing or lettering the right of the PURCHASER or imposing on the PURCHASER any restrictions not found herein shall be void.

IN WITNESS OF the VENDORS have here on to set their hand on the day, month and year first above written.

**WITNESSES:**

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|----|-----------|
| 1. | SELLER    |
| 2. | DEVELOPER |
| 3. | PURCHASER |
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[<sup>1</sup> if the SELLER and DEVELOPER is represented by his agent such as guardian or general power of attorney holder or special power of attorney holder, then his full name, occupation, age, address and capacity under which he represents the SELLER and DEVELOPER shall be entered]

[<sup>2</sup> if the purchaser is represented by his agent such as guardian or general power of attorney holder or special power of attorney holder, then his full name, occupation, age, address and capacity under which he represents the purchaser shall be entered]

[<sup>3</sup> Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished. If the land sold is an agricultural land, details of the survey number, acre, guntas, revenue assessment and boundaries of the land sold with reference to the revenue records should be furnished. If the property purchased is a Flat / Apartment details of the property on which the Flat / Apartment is constructed, flat number, floor number, name of the apartment etc., full details of the property so as to identify shall be furnished.]

[<sup>4</sup> Described whether the ownership is acquired by inheritance or by partition of joint family property or by release or by gift or by settlement or by will (bequeath) or by sale deed executed by \_\_\_\_\_ registered as document No. \_\_\_\_\_ of Book No. \_\_\_\_\_, Volume No. \_\_\_\_\_, Page No. \_\_\_\_\_ in the office of the Registrar or Sub-Registrar]

[<sup>5</sup> To clear of the debt / for higher education of children / to defray medical expenses / domestic necessities]

[<sup>6</sup> Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished. If the land sold is an agricultural land, details of the survey number, acre, guntas, revenue assessment and boundaries of the land sold with reference to the revenue records should be furnished. If the property purchased is a Flat / Apartment details of the property on which the Flat / Apartment is constructed, flat number, floor number, name of the apartment etc., full details of the property so as to identify shall be furnished.]