

SALE DEED

THIS INDENTURE OF SALE DEED (hereinafter referred "**Sale Deed**") is made and entered into at _____, on _____ day of _____,

BETWEEN:

_____ of _____ aged _____ yrs., an Indian inhabitant of Mumbai, residing at _____, hereinafter called as the "**VENDORS**" (which expression shall mean and include their heirs, executors, administrators and assigns) the party of the **FIRST PART**

AND

_____, Son of _____ aged _____ an Indian Inhabitant of Mumbai residing at _____, hereinafter referred to as the "**PURCHASER**". (which expression shall mean and include his legal heirs, executors, administrators and assigns) the party of the **SECOND PART**.

WHEREAS the Vendors herein are the absolute members and registered shareholder of _____, a society duly

registered under the Provisions of the Maharashtra Co-Operative Societies Act, 1960 under Registration No. _____ dated _____, with an authorized Share Capital of Rs. _____ divided into _____ Shares of Rs. _____/- each, (hereinafter referred to as the “**Said Society**”) and as such Vendors are holding _____ fully paid up shares of Rs. _____/- each bearing Distinctive Nos. _____ to _____ both inclusive (hereinafter referred to as the “**Said Shares**”) under Share Certificate bearing No. _____ which was duly transferred to Vendors on _____ under Regn. No. of Transferor- _____ by the Said Society (hereinafter referred to as the “**Share Certificate**”) The Vendors are entitled to exclusive use, occupation and possession of the premises viz. **Flat No. _____ area admeasuring _____ sq.mt/ _____ sq. ft** approximately on the _____th Floor of the said Society along with _____ **car parking bearing No. _____ and _____** (hereinafter referred to as the “**Said Flat Premises**”) situated at _____, lying freehold land admeasuring _____ sq. meters situated at _____, within the Registration Sub-District and District of _____ City and _____ Suburban and registered in Book of the collector of Land Revenue under collector’s New Nos. _____ and New Survey Nos. _____ and bearing Cadastral Survey No. _____ (part) of _____ Division and assessed by the Assessor and collector of Municipal Rates and Taxes under “_____” Ward Nos. _____ and street Nos. _____ more particularly described in the _____ **Schedule** hereunder (hereinafter referred to as “**The Said Premises**”);

WHEREAS:

- A) The Vendors** herein are the absolute members and registered shareholders of the said Society and also an absolute owners of the Said Flat Premises holding said Shares in the _____

- B)** All other relevant documents pertaining to the Said Flat Premises stands in the name of Vendors and the Vendors are paying the necessary charges in respect of the said premises regularly to the concerned authorities;
- C)** The said Flat Premises, the Said Shares and the Car Parking space shall are more particularly described in the **First Schedule hereunder** written.
- D)** The Purchaser approached to the Vendors with a proposal to purchase and acquire the Said Flat Premises and the said Shares.
- E)** The Vendors does hereby assure unto the Purchaser that the Vendors have a clean, clear, unencumbered and marketable title to the Said Flat Premises and Said Shares.
- F)** The Vendors agreed to sell, convey, transfer and assign to the Purchaser and the Purchaser has agreed to purchase and acquire from the Vendors all the beneficial right, title and interest of the Vendors in the Said Flat Premises and the Said Shares together with the right to use and occupancy thereof at or for the price of Rs. _____ /- (Rupees _____ Only)

AND WHEREAS the parties are desirous of recording the terms and conditions of this Deed in writing:

NOW THIS DEED OF SALE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Vendors hereby sell, convey, transfer and assign and the Purchaser hereby purchases and acquires the Said Flat Premises and Said Shares for a total consideration of a sum of Rs. _____ /- (_____ only) being the full consideration paid

(the payment and receipt whereof the Vendors do hereby admit and acknowledge), and of and from the same and every part thereof acquit, release and discharge the Purchaser forever all the rights, title and interest in all those _____ fully paid up shares of Rs. _____/- each bearing Distinctive Nos. _____ to _____ both inclusive Shares Certificate No. _____ which was duly transferred to Vendors on _____ under Regn. No. _____, **TOGETHER WITH** all rights, title and interest including right to use, occupy, possess and enjoy the Said Flat Premises and the Said Shares more particularly described in the First Schedule hereunder written **TOGETHER WITH** the rights, privileges, advantages and benefits whatsoever into or upon the Said Flat Premises and Said Shares belonging to or in anywise appurtenant thereto or with the same or any part thereof now or at any time heretofore usually held, used, enjoyed herewith which is free from all claims, demands or any other encumbrances of whatsoever nature **AND ALSO** together with all the deeds, documents, writings, share certificate, vouchers and all other evidences of title relating to the Said Flat Premises including the relevant share certificate and all other evidence of title in respect of the Said Flat Premises or any part thereof more particularly described in the Second Schedule hereunder written **AND ALL THE ESTATE** right, title, interest, use, inheritance, property, possession, benefit, claim, due or demand whatsoever at law and in equity of the Vendors in to, out of or upon the said shares and the said Flat Premises **TOGETHER WITH** deposit or contribution toward fund paid by Vendors to Developers or Owner or Society **TO HAVE AND TO HOLD** all and singular the said shares and the said Flat Premises hereby sold and transferred up to and to use of the Purchaser forever absolutely.

2. The Vendors hereby declare that:
- a) The Vendors are the joint and absolute owner of the said shares and as such is solely and absolutely entitled to own, use, enjoy, occupy and possess the Said Flat Premises and Said Shares AND that no other person or party has any right, title interest, property, claim or demand into, over or upon the same or any part thereof either by way of sale, exchange, mortgage, gift, trust, inheritance, lien or otherwise howsoever;
 - b) The Vendors has good right, full power and absolute authority to sell, convey , assigns and transfer the Said Flat Premises and shares and as incidental thereto the right to use, enjoy, occupy and possess the Said Flat Premises and that it has not, nor anyone on its behalf has, done committed or omitted or suffered to be done any act, deed, matter or thing whereby the said shares or its right to use, enjoy, occupy and possess the Said Flat Premises is or can be fortified, extinguished or rendered void or voidable.
 - c) The Vendors have not in any way encumbered or agreed to encumber either by way of created tenancy mortgage, charge, lien, trust, sale, pledge or otherwise howsoever its right, title and interest in the said shares and the Said Flat Premises held by it as member thereof and that the same are free from all encumbrances, court or other attachments, lis-pendent, 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 whatsoever, that the said right, title and interest in the said shares and/or the said flat has not been attached either before or after judgment or by or at the instance of Taxation Authorities and the vendors has not given any undertaking to

the Taxation Authorities or any other authority not to deal with or dispose of its said right, title and interest in the said shares and/or the Said Flat Premises and that the vendors has full and absolute power to deal with the same.

- d) The Vendors doth hereby sells, assigns and transfers to the purchaser and the purchaser takes over and acquire from the vendors said shares and as incidental to the sale thereof all the rights, title and interests to use, enjoy and occupy as a member of the said society, the said flat admeasuring carpet area of _____ square meters/ _____ square feet. of carpet area TOGETHER WITH all fixtures, fittings and fans therein, at or for a sum of Rs. _____/- (Rupees _____ Only).
- e) The Vendors shall hand over , custody and control of the original Share Certificate as well as other original documents in relation to the Said Flat Premises to Purchaser in the manner as provided herein.
- f) The Vendors declare that the said society has issued a letter dated _____, stating (inter-alia) that the said society has no objection to the sale/transfer of its said Flat No. _____ by the Vendors to the Purchaser.
- g) The Vendors declare that it has made all payments towards rents, rates, taxes, assessments, outgoings and all other charges and amounts due by the vendors to the Government, Mumbai Municipality Corporation in respect of the Said Flat Premises up to the date of execution of this Sale Deed.
- h) The Vendors declare that at the request of the Purchaser they shall sign and execute all such deeds, documents,

instruments and writings as may be required by the said society and/or Purchaser for the purpose of legally vesting in the purchaser the said shares and as accidental thereto the right of use, enjoyment, occupation and possession of the Said Flat Premises. However, the stamp duty and other charges leviable on such documents shall be solely payable by the Purchaser.

- i) The Vendors hereby acknowledge and confirm that they have received the entire agreed purchase consideration of Rs. _____/- (Rupees _____ Only) by way of Pay Order / RTGS as detailed herein below and handed over the physical possession to the purchaser along with the requisite original title deeds and relevant documents as available with the Vendors, to the Purchaser;

| Sr. No. | P.O. No. and date | In favour of | Amount (Rs.) | Bank |
|---------|-------------------|--------------|--------------|------|
| 1. | | | | |
| 2. | | | | |
| | | Total | | |

- j) That the Vendors has relinquished all their rights, title and claim in the Said Flat Premises in favour of the Purchaser and hereinafter the Purchaser is the absolute owner of the said premises and shall be responsible for all necessary charges in respect of the said premises henceforth and the Vendors shall not made any claim, demand in respect of the Said Flat Premises and Said Shares in any manner whatsoever.

- k) That the Vendors has no objection and irrecoverable record their come to all the concerned authorities in respect of the Said Flat Premises transfer the Said Flat Premises along with all relevant documents to the name of the Purchaser.
- l) That the Vendors shall sign all such necessary documents in order to affect the transfer of the Said Flat Premises to the name of Purchaser.
- m) The Vendors hereby declare and covenant with the Purchaser that they shall do or cause to be done all acts, deeds and things which are legally and reasonably required to be done at the instance of the Purchaser for more fully and perfectly assuring the right, title and interest of the Purchaser in the Schedule Flat herein conveyed and the Purchaser shall bear such expenses.
- n) The Vendors hereby undertake to indemnify and shall keep the concern authorities and 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 default, violation or non-compliance of any of the declarations or covenants herein and on account of such transfer to the name of the Purchaser.
- o) The Vendors hereby declare that the Said Flat Premise is free from all encumbrances and it is neither mortgaged nor aliened with any other party.
- p) The Vendors hereby declare that no notice has been received from the Municipal Corporation of Greater Mumbai, or from any other Authority, Government or from the said Society otherwise

for having committed breach of any provisions, Rules or Regulations statutory or otherwise in respect of the said premises,

- q) The Vendors has duly observed and performed the rules and byelaws of the said Society and has not committed any breach of any rules or resolutions or bye-laws in respect thereof and the Vendors confirms that he has paid all rates, assessments, Society's charges and outgoings, municipal taxes, electricity charges and all other charges and expenses whatsoever in respect of the said premises,
- r) The Vendors hereby declare that they have absolute power to transfer the shares and the said premises without any suit, pending litigation, interruption, claim or demand whatsoever from or by the Vendors or any person or persons claiming by, from, through, under or in trust for the Vendors,
- s) The Vendors hereby declare that there is no minor or dependant interested in the said Premises or any part thereof and that the Vendors alone has been in exclusive and direct use, occupation, possession and enjoyment of whole of the said Premises.
- t) That the Vendors has no objection if the Electric Meter and bill, Society maintenance bill are transferred to the name of Purchaser and thereby record their irrevocable consent for the same.
- u) That the Vendors shall address a letter to the _____ / or any other competent authority/authorities for all meters, installations and deposits standing in the name of and/or to the credit of the Vendor to Purchaser.

- v) The Vendors shall be liable and hereby expressly agrees to bear and pay all existing service tax and/or other associated taxes and charges and /or levies that may be imposed if any whether payable in the first instance or otherwise and all increase therein which are/may be levied or imposed by the concerned local authorities and/or Government and/or public bodies or authorities relating to the period, prior to the execution of the present agreement.
- w) The Vendors shall hand over unto the purchaser all the original deeds and documents in respect of the Said Flat Premises including but not limited to Share certificate, Possession letter, Agreement for Sale.
- x) The Purchaser shall be the sole and absolute owner of the Schedule Said Flat Premises with attendant rights of ownership, possession, enjoyment and shall be titled to deal with or dispose off the Schedule Flat as he deems fit without any interference, obstruction or hindrance from the Vendors or anyone claiming under, through or in trust from him.

3. The Purchaser hereby declares that:

- a. He shall become member of the said society and abide by and observe and perform all the Rules, Regulations and Bye-Laws of the said society and amendments thereto from time to time at all times of the said society and shall with effect from the date hereof be liable to bear and pay their proportionate shares of outgoings, taxes, water charges, electricity charges and maintenance charges payable in respect of the Said Flat Premises in accordance with the bills that may be raised by the society.

- b. He has taken over the physical possession of the said flat premises with all fixtures and fittings as available therein, its rights, title documents from the vendors upon execution of these presents. The Purchaser further undertakes that upon taking over the physical possession of the said flat premises he would pay and discharge all liabilities in respect of the said flat as lawful owner of the said flat and keep the vendors indemnified against the same.
- c. He has thoroughly inspected the said flat and purchasing the said flat on "as is where is" condition and have been made fully aware of the details/information pertaining to the Said Flat Premises by the Vendors.
4. The Vendors have agreed to pay the society transfer fee for transfer of the said shares and membership of the society from the name of the Vendors to the Purchaser and Vendor shall execute all necessary documents including but not limited to share transform forms and other documents in respect of Said Flat Premises.
5. As required by the Income tax Act, 1961 (Sixteenth Amendment) Rules, 1998:
- A. The Vendors States as under :
- We are assessed to income tax and the Permanent Account Allotted to us are: i) _____ (PAN _____)
ii) _____ (PAN _____)
- B. The purchaser states as under:
- I, _____ the purchaser within named is assessed to Income Tax and the Permanent Account Number allotted to me is _____

6. It is agreed between the parties hereto that all the outgoings in respect of the said flat premises including the Society's due, Municipal Taxes, electricity charges, phone bills and other dues (if any) up to the date of the execution of this Sale Deed shall be borne by the Vendors and thereafter the same shall be borne by Purchaser. If any amount is due from the Vendors to the said society and/or any person or persons or authority for their share of taxes and outgoings and any amount relating to the said Flat the same shall be paid by the Vendors and if any such amount is recovered from the Purchaser relating to the said Flat premises, the same shall be made good by the Vendors to the Purchaser and the Vendors doth hereby agree to indemnify the Purchaser for the payment thereof
7. The Vendors have represented and assured to the purchaser that their title to the said flat premises and the said shares is free from all encumbrances and claims and reasonable doubts of whatsoever nature. In the event it is found that the vendor's title to the said flat and the said shares is defective or any claim is made on the said flat and the said shares or the purchaser had suffer any loss or damage by the statements, declarations, representations and assurances made by the vendors or any claim whether directly or indirectly is made on the said flat or said shares, in that case the vendors agrees to indemnified and hereby indemnifies the purchaser and/or her nominees/successors in the title against all loss, damages, cost and expenses which may be suffered by the purchaser on account of above the vendors shall reimburse the purchaser and/or her nominees and/or successors in the title for the same.
8. That the Vendors have duly complied with all the rules, regulations and bye-laws of the said society and that the Vendors have not

received any notice from the said society for or in relation to any breach of any of the rules, regulations and bye-laws of the said society nor is there any action or proceedings pending against the Vendors or instituted by the said society in respect of the said premises including any notice or action for expulsion of the Vendors from membership of the said society;

9. The stamp duty and other legal charges payable in respect of execution/registration of these presents or any other documents shall be solely borne and paid by the Purchaser.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year as mentioned first hereinabove.

SIGNED AND DELIVERED BY THE)
WITHINNAMED, "VENDORS",)
_____)

In the presence of)
1. _____)
2. _____)

SIGNED AND DELIVERED BY THE)
WITHINNAMED, "PURCHASER",)
_____)

In the presence of)
1. _____)
2. _____)

THE FIRST SCHEDULE OF THE FLAT ABOVE REFERRED TO:

All that Flat Premises bearing No. _____ (_____ Bedroom Type) on the _____th Floor of Tower _____ in a bare and empty state admeasuring carpet area of _____ square meters/ _____ square feet approximately (which is inclusive of the area of balconies) including _____ car parking bearing Nos. _____ and _____ and Share Certificate bearing No. _____ of _____.

THE SECOND SCHEDULE OF THE PREMISES:

(Description of freehold land upon which the Said Flat Premises is constructed)

ALL THAT piece or parcel of freehold land admeasuring _____ sq. meters lying and situated at _____ along with car parking _____ & _____ in the Registration Sub-District and District of Mumbai City and Mumbai Suburban and registered in Book of the collector of Land Revenue under collector's New Nos. _____ and New Survey Nos. _____ and bearing Cadastral Survey No. _____ of _____ Division and assessed by the Assessor and collector of Municipal Rates and Taxes under " _____ " Ward Nos. _____ and street Nos. _____ and bounded as follows that is to say:-

On or towards the North : By C.S. No. _____ of _____ Division

On or towards the South : By partly C.S. No. _____ of
_____ Division and partly
_____ Road now known as

On or towards the East : By partly C.S. No. _____ and
C.S. No. _____ and partly by
C.S. No. _____ of _____
Division

On or towards the West : By partly C.S. No. _____, partly
by C. S. No. _____ of _____
Division

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RECEIPT

RECEIVED of and from within named _____
_____ THE PURCHASER, a sum of Rs. _____/-
(Rupees _____ Only) as and by way Pay Order /
RTGS detailed as under for the full and final consideration price
towards the said flat bearing No. _____ as mentioned in the
abovementioned Sale Deed.

WITNESSES :

WE SAY RECEIVED

Rs. _____ /-

(_____)

VENDORS

1. _____

2. _____