

**FORMAT**  
**SALE DEED**

**THIS SALE DEED** is made at ..... on this day.....  
..... of the year 20..... BY :

**(If the promoter is a company)**

.....(CIN No. ....), a company incorporated under the provisions of the Companies Act, (1956 or 2013, as the case may be), having its registered office at ..... and its corporate office at ..... (PAN .....), represented by its authorized signatory ..... (Aadhar No. ....) authorized vide Board of Director's resolution dated ..... hereinafter referred to as the "Promoter/Seller" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

**(OR)**

**(If the promoter is a Partnership firm)**

....., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at ..... (PAN .....), represented by its authorized partner ..... (Aadhar No. ....) authorized vide firm's resolution dated ....., hereinafter referred to as the "**Promoter/Seller**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns).

**(OR)**

**(If the promoter is an Individual)**

Mr./Mrs/Miss. ...., (Aadhar No. ....)  
son/wife/daughter of ....., aged about .....,  
years residing at ..... , (PAN .....),

hereinafter called the “Promoter/Seller” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

And

Mr/Mrs.....(Adhar No.....)S/o,  
H/o,D/o.....aged about.....years residing  
at.....(PAN No.....), hereinafter called as land owner(s) who  
has(ve) entered into a collaboration Agreement/Joint Development Agreement  
with the promoter(in case land owner is different from the promoter).

## IN FAVOUR OF

### **(If the Allottee is a Company)**

....., (CIN No. ....) a company  
incorporated under the provisions of the Companies Act, (1956 or 2013, as the  
case may be), having its registered office at .....,  
(PAN.....), represented by its authorized signatory,  
....., (Aadhar No. ....) duly authorized  
vide Board of Director’s Resolution dated ....., hereinafter  
referred to as the “Allottee/Purchaser” (which expression shall unless  
repugnant to the context or meaning thereof be deemed to mean and include its  
successor-in-interest, and permitted assigns).

**(OR)**

### **(If the Allottee is a Partnership firm)**

....., a partnership firm registered under the Indian  
Partnership Act, 1932, having its principal place of business at  
..... (PAN .....), represented by its authorized partner  
..... (Aadhar No. ....) authorized vide firm’s  
resolution dated ....., hereinafter referred to as the  
“**Allottee/Purchaser**” (which expression shall unless repugnant to the context  
or meaning thereof be deemed to mean and include the partners or partner for  
the time being of the said firm, the survivor or survivors of them and their  
heirs, executors and administrators of the last surviving partner and  
his/her/their permitted assigns).

**(OR)**

**(If the Allottee is an Individual)**

Mr./Mrs/Miss. ...., (Aadhar No. ....)  
son/wife/daughter of ....., aged about .....,  
years residing at ....., (PAN .....),

hereinafter called the “Allottee(s)/Purchaser (s)” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

**(OR)**

**(If the Allottee is a HUF)**

Mr. ...., (Aadhar No. ....) son of  
..... aged about ..... years for self and as the Karta of the  
Hindu Joint Mitakshara/ Daybhog Family known as ..... HUF,  
having its place of business/residence at .....  
(PAN.....), hereinafter referred to as the “Allottee/Purchaser” (which  
expression shall unless repugnant to the context or meaning thereof be deemed  
to mean and include the members or member for the time being of the said  
HUF, and their respective heirs, executors, administrators and permitted  
assigns).

Words imparting one gender shall mean and include other genders and words  
imparting singular shall include the plural and vice versa.

**WHEREAS** The Promoter/Seller is the absolute and lawful owner of khasra  
nos. .... totally admeasuring ..... square meters situated  
at town/village ..... in Tehsil..... Pargana .....  
District..... (“Said Land”) vide sale deed dated  
..... registered in the office of the Sub-Registrar .....  
and recorded in Book No. 1, Volume ....., Pages ..... to  
..... as document No. .... dated .....

**(OR)**

Mr/Ms ..... (“Owner”) is the absolute and lawful owner of khasra nos ..... totally admeasuring ..... square meters situated at town/village ..... in Tehsil ..... Pargana ..... District ..... (“Said Land”) vide sale deed dated ..... registered in the office of the Sub-Registrar ..... and recorded in Book No. 1, Volume ....., Pages ..... to ..... as document No. .... dated ..... The Owner and the Promoter have entered into a (collaboration/development/joint development) agreement dated ..... Registered in the office of the Sub-Registrar ..... and recorded in Book No. 1, Volume ....., Pages ..... to ..... as document No. .... dated .....

**WHEREAS**

A. The Said Land is earmarked for the purpose of building a (commercial/residential/any other purpose) project, comprising ..... Multistoried apartment buildings and (insert any other components of the Projects) and the said project shall be known as ..... (“Project”),

(OR)

The Said Land is earmarked for the purpose of plotted development of a (commercial/residential/any other purpose) project, comprising ..... Plots/apartments/house/commercial unit/shops/flat..... and (insert any other components of the Projects) and the said project shall be known as ..... (“Project”)

B. The Promoter/Seller and/or the owner is fully competent to execute this Sale Deed and all the legal formalities with respect to the right, title and interest of the Promoter/ Seller regarding the Said Land on which the Project has been completed;

C. The ..... (Please insert the name of the concerned competent/development authority) has sanctioned the map for group housing/layout plan.

D. The Promoter/Seller has raised construction as per the final layout plan, sanctioned building plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from ..... (Please insert the name of the concerned competent authority). The layout plan and building plan have been sanctioned vide sanction number ..... Dated ..... and number ..... dated ..... respectively.

E. The Promoter/Seller has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Uttarakhand Real Estate Regulatory Authority at Dehradun on ..... under registration No. ....

F. The Allottee/ Purchaser had applied for an apartment/ house/ commercial Unit/ flat in the Project vide application no. .... dated ..... and had been allotted Plot/apartment/ house/commercial unit/shop/flat having carpet area of ..... square feet, type ..... on ..... floor in (tower/block/building) no. ....and garage/covered parking area of.....square feet in the ..... (Please insert the location of the garage/covered parking), as well as pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment/unit” more particularly described in Schedule A (description of unit being sold with carpet area and boundaries) and the floor plan of the apartment/unit as annexed hereto and marked as Schedule B.

(OR)

The Allottee had applied for a plot in the Project vide application no. .... dated ..... and has been allotted plot no. .... having area of ..... square feet and plot for garage/covered parking admeasuring ..... square feet (if applicable) in the ..... (Please insert the location of the

garage/covered parking), as well as pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as the “Plot” more particularly described in Schedule A)

G. Pursuant to the above, the Seller had entered into an Agreement to Sell dated..... for sale of the above property in favour of the Purchaser. This Agreement to Sell is duly registered with the office of Sub Registrar, .....and is duly recorded in Book No. 1, Volume....., pages..... to ..... as document No.....

**AND WHEREAS** pursuant to the above, the Seller has agreed to sell the aforesaid property/ Plots/apartments/ house/commercial unit/shops/flat having carpet area of ..... square feet, type ..... on ..... floor in (tower/block/building) no. .... , fully detailed in the schedule at the foot of this Deed, for a consideration of Rs. .... (Rupees .....Only) which the Purchaser has agreed to purchase the same for the said consideration. .

**NOW THIS DEED WITNESSETH AS UNDER:-**

1. That in pursuance of the said agreement and in consideration of (Rupees .....Only) paid by the Purchasers to the Seller as detailed hereunder:-

the receipt of which (total sum of ..... ) is hereby acknowledged by the Seller and the Seller hereby conveys, transfers and assigns to the Purchaser free from all encumbrances etc. the said property/house/ commercial unit/ shop/ flat, together with undivided and impartible proportionate share in the land underneath the Building together with the proportionate share in the common areas of the Building on the terms and conditions contained herein, with all rights, title, interests, easement, appurtenances etc. of the Seller INTO and UPON the said property along with open/ covered Car parking space or right to use open / covered Car Parking Space along with .....(**.....facilities .....as mentioned in the Agreement To Sell**) TO HAVE and TO HOLD the same absolutely and forever.

2. The property hereby sold is free from all encumbrances, charges, liens, demands, acquisition, mortgages (either equitable or otherwise), disputes/litigations, court or other attachments etc. whatsoever and the actual, vacant and physical possession whereof has been handed over to the Purchasers on the spot simultaneously with the signing and execution of this Sale Deed.
3. All the taxes, cesses, land-revenues and others charges etc. upto the date of this deed in respect of the said property, shall be paid by the Seller and thereafter the same shall be paid by the Purchaser. However, in case of any consolidated demands, the Purchaser shall pay proportionate amount of the respective share.
4. The Seller at the cost of the Purchaser, shall hereafter do and execute all such acts, deeds and things as may be required for completely and more perfectly assuring the title of the said property, and keeping the Purchaser in possession and ownership thereof as per the true intent and meaning of these presents as shall or may reasonably be required.
5. In case, while the Purchaser occupies the said property, there arises any defect in the title of the Seller, the Seller undertakes to make the title perfect at his own cost and Seller shall fully reimburse the Purchaser upto the extent of the loss thus suffered.
6. That the seller has obtained Occupancy Certificate/ Completion Certificate from the concerned Competent Authority/ Development Authority, copy whereof has been handed over to the Purchaser.
7. That the Seller has developed the entire common areas/ facilities within the project, which the purchaser has duly verified.
8. That in case any structural defect or any defect in workmanship quality or provision of services of any other obligations of the Promoter/ Seller as per the agreement for sale relating to such development is brought to the notice of the Promoter/ Seller within a period of 5 (five) years by the Allottee/ Purchaser from the date of handing over possession by virtue of the present sale deed, it shall be the duty of the Promoter/ Seller to rectify such defects without further charge, within 30 (thirty) days, and in the event of Seller's failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to received appropriate compensation in the manner as provided under the Real Estate (Regulation and Development) Act, 2016 and the rules made there under.
9. On the execution of the present sale deed, the Purchaser has come in the exclusive possession of the covered area of the Said Apartment/Unit.

The Purchaser shall also have undivided proportionate share in the common areas and facilities within the Building. As such, the Purchaser shall use such common areas and facilities within the Building harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further, the use of such common areas and facilities within the Building shall always be subject to timely payment of maintenance charges to the Seller, till the taking over of the maintenance of the project by the association of allottees and thereafter to the Association of Allottees/ Purchasers.

10. The Purchaser shall be entitled to use the general common areas and facilities within the Project/Complex, which may be within or outside the foot print of the Building earmarked for common use of all the occupants of the Project/Complex. As such, the Purchaser shall have no right, interest or title in the general common areas and facilities within the Project/Complex, which may be within or outside the foot print of the Building such as community centre, parking spaces (except if specifically allotted to the Purchaser), roads, parks, overhead water tanks, underground water tanks, electric sub-stations, open areas, entrance, pump house, guard rooms, storage area etc., which shall always remain the property of the Association of the Purchasers/ Allottees. The right of usage of the general common facilities is subject to the covenants herein and regular payment of all dues.
11. Except for the Apartment transferred herein along with all common easementary rights attached therewith, the entire un-allotted/unsold units/ flats/ plots/ house/ commercial units of the Project/Complex, shall remain the property of the Seller and the same shall always deemed to be in possession of the Seller.
12. The Purchaser shall not cover, construct any structure or encroach upon the parking space specifically earmarked for his use. It is so understood that the designated parking space, if allotted/sold, shall always remain attached to the Apartment and shall in no case be dealt with in any manner in separation with the Apartment. Whenever, the Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously. The Purchaser shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sale Deed and the Allotment Agreement as well as in the Agreement To Sell as referred hereinabove, and observe the same as applicable and pertaining to the Said Apartment.

13. The Purchaser agrees to enter into a Maintenance Agreement with the Seller or any Associated Condominium of Apartment Owners and/or Nominee/ Agency/ Association(s) or any other body as may be appointed / nominated by the Seller for the maintenance and upkeep of the Project/Complex.
14. An Interest Free Maintenance Security (IFMS) towards security for promptly paying the maintenance bills and other charges, shall be payable by the Purchasers to the Seller or Association of Purchasers/ allottees, as the case may be. The amount to be deposited as IFMS will be intimated to the Purchaser by the Seller or Association of Purchasers/ allottees, as the case may be, and can be revised from time to time. The Purchaser agrees to make timely payments of the maintenance charges in terms of the maintenance agreement as per the bills raised for the same.
15. The Purchasers shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the units) in the complex, as determined by the Seller till handing over the complete project to Residential Welfare Association. Thereafter, the Seller shall transfer the Interest Free Maintenance Security, net of default of maintenance and electricity charges, to the Resident Welfare Association for maintenance of the Said Building.
16. The Purchaser shall be liable to pay and contribute in proportion to the covered area of the apartment and floor area of the parking space hereby conveyed to the Purchasers towards the payment of municipal rates, taxes, service charges and other outgoings of statutory or government requirements only. Depending upon the circumstances the statutory dues may be paid by the Purchaser directly to the Statutory Authority as required or if the Resident Welfare Association functions and has made arrangements, such statutory dues may be paid through the said Managing Committee.
17. The Purchaser shall have the full proprietary rights and will be at liberty to transfer, mortgage, lease, gift or otherwise deal with the said property, provided that the Purchaser shall not be entitled to demolish/ damage or commit waste in respect of the land, apartment, and/or parking space or allow anything to be done in the said apartment and/or parking space to affect prejudicially the other occupiers of the said building. The Purchaser shall be entitled to get the said property/apartment mutated in his name in the records of the Municipal Corporation/Revenue Department.

18. For computation purpose the Total Area means the covered area inclusive of half of the area under common walls between two apartments, full area of the other walls, columns and projections, balconies, cupboards, plus proportionate share in the common areas such as projections, corridors, passages, area under lifts, staircases, entrance lobbies, basement and other common areas and facilities in the Said Building.
19. The Purchaser shall not be entitled to claim partition of his undivided share in the land underneath the Building in the Project/Complex, as aforesaid, and the same shall always remain undivided and impartible and unidentified. Provided that in circumstances where the building, block or part of it ceases to be in place, the allottee shall have a proportionate share in the land underneath in proportion of total covered area of all apartments/units.
20. The Seller undertakes to deliver certified copy of relevant title deeds described hereinbefore to the Association of the Apartment Owners/ Resident Welfare Association of the said building as and when formed and the Managing Committee thereof shall hold these copies of title deeds as Trustees, to be made available to any apartment owner or to any authority for inspection and where necessary for production but the Trustees shall not part with the Title Deeds.
21. The Managing Committee or any officer of the Resident Welfare Association or nominee of Seller, in case of emergency originating in or threatening the said property or building, shall have the right to enter the said Apartment to enable them to take immediate suitable steps in the interest of safety, preservation and maintenance of the said apartment and the neighboring apartments and/or the building.
22. The Purchaser has satisfied himself about the interest and the title of the Seller in the Land on which the Apartment as part of a Group Housing Project is constructed and has understood all limitations and obligations in respect thereof.
23. The Purchaser shall not remove any walls of the said Apartment including load bearing walls and all the walls / structures of the same shall remain common between the Purchasers and owners of the adjacent Apartment. Further, the Purchasers shall neither himself do nor permit anything to be done which may cause damage to any part of the adjacent apartment(s) etc.
24. The Purchaser shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions

- carried out in the Said Apartment / Said Project or on open Car Parking space by the Purchasers shall be liable to be removed at his cost by the Seller and/or nominee of Seller or the Resident Welfare Association.
25. The Said Building along with lifts, pump houses, generators etc., may be got insured against fire, earth-quake and civil commotion at the expenses of the Purchaser by the Seller provided all the occupiers of the apartments pay and continue to pay the proportionate charges to be incurred by the Seller or nominee of Seller or the Resident Welfare Association for the purpose of insurance. The Purchaser shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. Such charges may be integrated into the pre-paid power supply metering system or be claimed extra.
  26. The Purchaser may get insurance of the contents lying in the said Apartment at his own cost and expenses.
  27. That the Purchaser is eligible for membership of the community centre provided in the said complex and shall abide by all the rules, terms and conditions of the byelaws of facility centre and shall be liable to pay to the Seller or / or the Residents Welfare Association, as the case may be, such charges as may be demanded for such services.
  28. The Purchaser shall not use the said apartment/property for illegal or immoral purpose or for storing any inflammable or hazardous goods, materials or articles and shall not bring in the said property/apartment or building any item of whatever nature, which might cause harm to other occupiers, or residents of the said building and also shall not carry or cause to be carried heavy packages to the upper floors which are likely to cause damage to the staircase, common passages or any structure or any part of the building. The Purchaser shall always keep the Seller / its nominated agency or Resident Welfare Association harmless and indemnified for any loss and/or damages in respect thereof.
  29. The Purchaser may undertake minor internal alterations in his apartment only with the prior written approval of the Seller/ or the Resident Welfare Association.
  30. The Purchaser shall strictly observe and ensure safety, durability and long term maintenance of the building.
  31. Whenever the Purchaser leases out the said Apartment or hire the maid/servant, the Purchaser shall get the verification of them from the local police authority and copy of the same shall be submitted with the Seller / Resident Welfare Association / nominee of the Seller.
  32. In case Purchaser Leases out the said Apartment, he is required to submit all details of the tenants to the Seller/ or the Resident Welfare

Association. The Purchaser shall be responsible for all acts of omission and commission of his tenant.

33. After the present deed the Purchaser shall have the right to assign & transfer/sale of his right, title or interest in the flat/Unit without NO OBJECTION CERTIFICATE from the Seller / its nominated agency or Resident Welfare Association.
34. That it is agreed by the parties (Seller and the Purchaser herein) that any condition (s) not mentioned in the present deed, but mentioned in the Agreement to Sell dated....., as applicable, shall be an integral part of this sale deed and shall be adhered to by the party/ parties, as the case may be.
35. Both the purchaser and seller shall abide by the provisions of Real Estate (Regulation & Development) Act 2016 & Uttarakhand Real Estate (Regulation & Development) (General) Rules 2017.

#### **DETAILS FOR THE SUB-REGISTRAR OFFICE**

- (i) That the property hereby sold is situated on ..... wide road at a distance ..... away from the .....
- (ii) That structure is newly constructed.
- (iii) That the property hereby sold is/is not situated within the Nagar Nigam /Municipal limits and the provisions of the Uttarakhand (U.P.) Zamindari Abolition and Land Reforms Act, 1956 and/ are not being violated.
- (iv) The calculation for valuation of the said apartment according to the circle rate has been done as under:
  - (a) Valuation of Total Area of the said apartment/unit  
.....SqM @ Rs.....PSQM                      Rs.  
(Add :     % (for the width of the road)                      Rs.

Total value of the flat/unit as per circle rate comes to Rs..... and sale consideration is **Rs.....**

Stamp duty is being paid as under :-

LESS : Stamp duty paid at the time of Agreement		
Dated .....		RS. 900.00
	Stamp duty Payable	RS.

vide e-Stamp certificate No..... dated.....

**SCHEDULE**

**Schedule-A** --- Description of the unit sold with carpet area and boundaries

**Schedule-B**--- Floor Plan of the unit

*(Clearly shown in the Annexed map)*

**Compliance U/S 32A of the Registration Act**

IN WITNESS WHEREOF the Seller and the Purchasers have signed and executed this deed on the day, month and year first above written, in presence of the witnesses.

**SELLER**

**PURCHASER (S)**