**An Instrument for Purchase of a Flat in Resale where Society or Limited Company or Condominium is yet to
be formed**

DEED FOR SALE

 **THIS DEED OF SALE MADE AT \_\_\_\_\_\_\_\_\_\_\_\_** this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 200\_\_\_ BETWEEN (1) ABC and (2) XYZ, both
of \_\_\_\_\_\_\_\_\_, Indian Inhabitants having their common address
at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter collectively called **“THE VENDORS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the **One Part**; and (1) DEF and (2) PQR, both of \_\_\_\_\_\_\_\_, Indian Inhabitants, having their common address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter collectively called **“THE PURCHASERS”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the Other Part:

 WHEREAS:—

(a) By an agreement for sale dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and made between M/s. Pinky Builders, therein and hereinafter referred as the “THE DEVELOPERS” of the One Part and the Vendors herein and therein referred to as the “THE PURCHASERS” of the other part, the said Developers agreed to sell and the Vendors agreed to purchase a Flat No. \_\_\_\_\_ of Built up area admeasuring \_\_\_\_\_\_\_\_\_ square feet on the 2nd floor
of the building known as “AAVISHKAR” situate at \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred as **“the said Flat”**) on the terms and conditions recorded therein. The said agreement for sale is duly stamped and registered as required in law and the same is in possession of the Vendors. The land on which the said building is constructed is more particularly described in the **First Schedule** hereunder written. The said flat is more particularly described in the **second** **schedule** hereunder written.

(b) The Vendors have complied with all their obligations under the said agreement for sale dated 10th May, 1999 with the said Developers and have also made payment of entire consideration to the said Developers and the said Developers have put the Vendors in vacant and peaceful possession of the said flat as owners thereof.

(c) The Vendors are seized and possessed of or otherwise well and sufficiently entitled to the said flat.

(d) The various Purchasers of the flats and other premises in the said building “AAVISHKAR” have yet to form the Co-operative Housing Society.

(e) The Purchasers have agreed to purchase and acquire from the Vendors the said flat and all their right, title and interest therein, free from all encumbrances and reasonable doubts of whatsoever nature to which the Vendors have agreed upon the terms and conditions recorded hereinafter;

 **NOW THIS DEED WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:—

1. The Vendors hereby sell, transfer, convey and assign, free from all claims and encumbrances whatsoever, all and singular their ownership right, title and interest in the said Flat No. \_\_\_ admeasuring \_\_\_\_\_\_ sq.ft., of Built up area on the 2nd floor of the building known as “AAVISHKAR” situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and more particularly described in the First Schedule hereunder written together with all their rights and benefits under their agreement for sale dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with the said Developers to
the Purchasers at and for the lumpsum price of
Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) already paid in full on or before the execution of these presents (the payment and receipt whereof the Vendors do and each of them doth hereby admit, confirm and acknowledge).

2. It is agreed and recorded that upon execution hereof the sale of the said flat by the Vendors in favour of the Purchasers is completed and the Vendors have delivered vacant and peaceful possession of the said Flat to the Purchasers as owners thereof along with their said Original agreement for sale dated \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_ with the said Developers.

3. The Vendors have at their cost obtained the Developers consent and No Objection Certificate for transfer of the said flat in favour of the Purchasers.

4. The Vendors declare, represent and covenant with the Purchasers that:—

(a) The Vendors are the sole and absolute owners of the said flat and have the absolute and sole right to hold, use, occupy and possess the same as owners.

(b) The Vendors’ all rights and benefits under the said agreement for sale dated 10th May, 1999 in respect of the said flat shall hereafter belong to the Purchasers as if the said agreement was entered into by and between the said Developers and the Purchasers, in place of the Vendors as Purchasers. The said agreement for sale dated 10th May, 1999 is valid and subsisting and they have not assigned the benefit of the said agreement for sale to anybody else by way of security or otherwise.

(c) That the said flat is free from all claims, encumbrances and reasonable doubts of any nature whatsoever and the same is not attached either before or after judgement or at the instance of any taxation authority or any other authorities and the Vendors have not given any undertakings to the taxation authorities or any authorities so as not to deal with or dispose of the right, title and interest in the said flat and that the Vendors have full and absolute power and authority to deal with the same. That they have not created any mortgage, charge, lien, tenancy, license or any encumbrances or liability or third party rights in respect of the said flat and that they have not done any act whereby the rights in respect of the said flat have been prejudiced or jeopardized in any manner whatsoever.

(d) Save and except the Vendors no other person has or had any claim, share, right, title, interest in the same and the Vendors are competent and entitled to sell and transfer the same as provided in these presents.

(e) The Purchasers shall hereafter be entitled to quietly and peacefully possess, occupy and enjoy the said flat without any hindrance, denial, interruption or eviction or claim by the Vendors and/or through under or in trust for them. Henceforth, the Vendors shall have no right, title, claim or interest of whatsoever nature in the said flat as the same is conveyed to the Purchasers. The various deposits and other amounts paid by the Vendors to the said Developers under the said agreement for sale dated \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ shall also hereby stand transferred in favour of the Purchasers as the lumpsum consideration is inclusive of the same and the Vendors shall not be entitled to receive back the said amount from the said Developers. The Purchasers shall be entitled to become members of the proposed society which shall be formed by the Purchasers of premises in the said building “AAVISHKAR” in place of the Vendors.

4. The Vendors have paid all the dues and outgoings in respect of the said flat till the date hereof and thereafter the Purchasers shall be liable to pay the same.

5. The Vendors shall hereinafter as and when required by the Purchasers at the cost of the Purchasers sign and execute in favour of the Purchasers all such further and other documents as may be required for effective and complete transfer of the said flat in favour of the Purchasers.

6. The Vendors have represented and assured to the Purchasers that their title to the said flat is free from all encumbrances and claims of whatsoever nature. In the event it is found that Vendors title to the said flat is defective or any claim is made on the said flat or Purchasers have suffered any loss or damages by the statements, declarations, representations and assurances made by the Vendors or any claim whether directly or indirectly is made on the said flat in that case Vendors agree to indemnify the Purchasers and hereby indemnifies the Purchasers, their nominees and their successors in title to the said flat against all loss, damages, cost and expenses which may be suffered by the Purchasers/their nominees/their successors in title on account of above and the Vendors shall reimburse the Purchasers and/or their nominees and/or successors in title for the same on their making demand to that effect.

7. The Stamp duty and registration charges on this instrument shall be borne and paid by the Purchasers alone. The Transfer charges payable to the said Developers are paid by the Vendors.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Give detailed description of the land on which subject
building is completed)

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Give detailed description of the subject flat)

IN WITNESS WHEREOF the Vendors and the Purchasers have set and subscribed their respective hands, the day and year first hereinabove written.

SIGNED AND DELIVERED by )

the within Named (1) ABC )

and (2) XYZ, THE VENDORS )

above Named, in the presence of .... )

SIGNED AND DELIVERED by )

the within Named (1) DEF and (2) PQR, )

THE PURCHASERS above Named, )

in the presence of ———————— )

RECEIPT

Received the day and year first hereinabove written of and from the within Named Purchasers the sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) being the full and final consideration amount as under:

Rs\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 WE SAY RECEIVED

 (ABC)

 (XYZ)

 THE VENDORS

Witness:

1.

2.