**Agreement for Sale for Purchase of a Plot for Constructing Flats**

This Agreement of sale made at ................... on this .............. day of ....................., 2000, between (1) A, son of ...................... (2) B, son of ........................... (3) C, son of ......................... (4) D, son of ............................... all residents of............................... hereinafter collectively called the Vendors of the ONE PART and M/s. ………………………………………, a company incorporated under the Companies Act, 1956 and having its registered office at ..........................., hereinafter called the Purchaser of the OTHER PART.

Whereas the Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to the plot of land bearing plot No. ......................, situated at .......................................…………. and more fully described in the Schedule hereunder written.

And Whereas the Purchaser is the builder, who is interested to purchase the plot of land for constructing the flats and the Vendors have agreed to sell the said plot of land to the Purchaser on the terms and conditions mentioned below:

Now it is hereby agreed between the parties as follows:

1.     The Vendors will sell and Purchaser shall purchase the plot of land bearing Plot No. ....................., situated at........................................... and admeasuring about .......... sq. mts. more particularly described in the Schedule hereunder written. The purchase price will be calculated at the rate of Rs. 400 per sq. mtr. of the actual area of the land and the actual area of the land will be ascertained by joint measurement of the land by the representatives of both the parties.

2.     The Vendors declare that the tenure of land is freehold and the user of the said land is for the construction of the buildings including residential buildings thereon. The said plot is not subject to any assessment or tax or levy except assessment payable to ................ Municipal Corporation and the land tax payable to the Government of …………….. as under:

Municipal taxes Rs. ...................per annum

Land Revenue Rs........................... per annum

3.     The Vendors will make out a marketable title to the said plot free from all encumbrances, charges and claims to the satisfaction of the purchaser's advocate. The Vendors will, at their own cost, get in all outstanding estates and clear ail defects in title, encumbrances and claims on or to the property.

4.     The Vendors will within ..................... days of this Agreement deliver the title deeds of the property to the purchaser's advocates on their accountable receipt for investigation of title to the property.

5.     The Vendors declare and confirm that the said plot is not subject to any agreement for sale or lease in favour of any person and no interest in the said plot of any nature whatsoever has been created in favour of any person. The Purchaser shall be able to commence construction on the said plot immediately on completion of sale.

6.     The Vendors hereby agree and declare that the said plot is not affected by any Town Planning or any other scheme and that no notice of requisition/acquisition has so far been served on them by Government or Municipal Corporation or any other local or public body or authority for acquisition, requisition, set back or otherwise of the said plot or any part thereof. If before the completion of the sale, it is found that the said plot or any part thereof is affected by any town Planning intended or published scheme of improvement or is affected in any manner by any intended or published scheme of the municipal corporation or any other public body or Government or is reserved for any public purpose, the Purchaser shall have a right to rescind this agreement and in that event each party shall bear and pay its own costs, provided that if the Vendors or any one of them have or has concealed any notice issued or served as aforesaid, the Purchaser will be entitled to all costs, charges and expenses incurred and damages sustained by it.

7.     The sale shall be completed within .............. months from the date of this agreement, when the purchase price, shall be paid by the Purchaser to the Vendors. The Vendors shall execute and deliver or to be executed and delivered a proper conveyance deed in favour of the Purchaser or its nominee or nominees.

8.     If the Vendors fail to complete the sale as aforesaid, they will make good to the Purchaser all losses and damages suffered by it by reason of the Vendors default.

9.     The Purchaser hereby declares that it is purchasing the said property for building residential flats and if the Purchaser is satisfied that it will not be able to use the said plot for the construction of flats for residential purposes, the Purchaser shall have an option to rescind this agreement and in that event neither party shall have any claim against the other for costs, charges, compensation, damages or otherwise.

10.  The stamp duty registration charges and all other out of pocket expenses shall be borne and paid by the purchaser. Each party shall bear and pay its own solicitor's or advocate's costs.

11.  The Vendors will deliver vacant possession of the plot to the Purchaser at the time of registration of the conveyance deed.

12.  The Purchaser shall not pay any brokerage in respect of this transaction.

13.  The Vendors shall obtain necessary tax clearance certificate in pursuance of section 230A of the Income-tax Act or any other permission from the Government or any other authority required for the completion of the sale.

14.  If the sale is not completed within ............. months from the date of this agreement for no act or omission or default on the part of the Vendors, the Purchaser shall pay interest to the Vendors on the consideration amount at the rate of .............. % per annum from the date of expiry of the said period of six months till the date of completion of the sale on the purchase price payable by it.

Schedule of property

IN WITNESSES WHEREOF, the Vendors have set their hands and the Purchaser has hereunto set its hand to these presents through Shri ................................ Managing Director, the day and year first above mentioned.

Signed and delivered by

(1) Shri A

(2) Shri B

(3) Shri C

(4) Shri D

the within named Vendors

Signed and delivered by M/s. ……….,

the within named Purchaser by its duly

authorised executive Shri .....................

Managing Director

WITNESSES;

1.

2.

**Agreement for Sale of a House When Purchase Money is to be Paid in Installments**

This Agreement made at ................................ this day of ................., 2000, between A, son of ............................ resident of ........................... (hereinafter called the Vendor) of the ONE PART and B, son of ............................. resident of .......................... (hereinafter called the Purchaser) of the OTHER PART.

Whereas the Vendor is absolutely seized and possessed of or well and sufficiently entitled to the house more fully described in the schedule hereunder written.,

And Whereas the Vendor has agreed to sell and the Purchaser has agreed to purchase the said house for a consideration of Rs. .................. out of which the Purchaser has paid a sum of Rs. ................... as earnest money in part payment of the purchase price and has accepted the title of the vendor as at the date of this Agreement;

And Whereas the Purchaser has shown his inability to pay the balance consideration in one lump sum and has requested the Vendor to accept the balance purchase price in instalments which the Vendor has agreed upon the terms and conditions hereinafter appearing.

It is Mutually Agreed between the Parties as Follows:

1.     The Vendor shall sell and the Purchaser shall purchase the house bearing No........, situated at ………….......... more fully described in the Schedule hereunder written and hereinafter called the said house, at the price of Rs. ........... out of which the Purchaser has paid Rs. .......... as earnest money on .............. to the vendor and balance purchase price will be payable by instalments of Rs. ......... each per quarter on.......... day or ..........., ............. day of ............ day of ............ and .............. day of ............. in every year, the first payment being made on the date of this agreement (the receipt of which the Vendor hereby acknowledges) and the last, payment to be made on ................

2.     The Purchaser may pay off the entire balance amount of purchase price for the time being remaining due by giving ............. days notice in writing to the Vendor.

3.     As soon as the purchase price is paid in full to the Vendor, he shall execute the deed of conveyance in favour of the purchaser in respect of the said house. The stamp duty, registration charges and other out of pocket expenses in respect of execution and registration of deed of conveyance shall be borne by the purchaser.

4.     If the Purchaser shall make default in payment of any instalment for a period of............... months after the date herein before fixed for payment of the same, the Purchaser shall be deemed to have neglected or failed to comply with the conditions of sale and the Vendor shall be entitled to determine this agreement and the earnest money of Rs. ............. and the instalments paid by the Purchaser shall be liable to be forfeited to the Vendor and may be retained by him in or towards satisfaction of the amount payable by the Purchaser to the Vendor as liquidated damages for breach of the conditions of the sale, which are hereby fixed at Rs. .................... and the balance, if any, shall be paid by the Vendor to the Purchaser without interest thereon within ............ days of such forfeiture and thereupon the Vendor shall be entitled to resume possession of the said house.

5.     Unless the deed of conveyance is executed in favour of the Purchaser, the Purchaser shall not transfer, mortgage, sub-let or transfer the possession of the house or any part thereof except with the permission of the Vendor in writing.

6.     The Purchaser covenants with the Vendor that he shall keep the said house 'in proper repair and get the same annually whitewashed till any instalment remains unpaid under this agreement.

7.     If there shall be any difference or dispute between the parties on any matter arising hereunder, the same shall be referred to arbitration of Shri ........................ whose award shall be final, and binding on the parties. The arbitration under this clause shall be deemed to be arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modification thereof for the time being in force.

IN WITNESS WHEREOF the parties aforementioned have executed this Agreement on the day and year first above written.

Schedule above referred to

Signed and delivered by Shri.................

the within named Vendor

Signed and delivered by Shri...........

the within named Purchaser

WITNESSES;

1.

2.

**Agreement for Sale of a House**

This Agreement of sale made at .................. on this .............. day of ................... 2000, between A son of ..................... resident of .................. hereinafter called the vendor of the ONE PART and B son of ............................... resident of .............................. hereinafter called the purchaser of the OTHER PART.

Whereas the vendor is absolutely seized and possessed of or well and sufficiently entitled to the house more fully described in the Schedule hereunder:

And Whereas the vendor has agreed to sell his house to the purchaser on the terms and conditions hereafter set-forth.

Now this Agreement Witnesseth as Follows

1.     The vendor will sell and the purchaser will purchase that entire house No....................... Road ...................... more particularly described in the Schedule hereunder written at a price of Rs. ................. free from all encumbrances.

2.     The purchaser has paid a sum of Rs. ................. as earnest money on ......................... (the receipt of which sum, the vendor hereby acknowledges) and the balance amount of consideration will be paid at the time of execution of conveyance deed.

3.     The sale shall be completed within a period of......... months from this date and it is hereby agreed that time is the essence of the contract.

4.     The vendor shall submit the title deeds of the house in his possession or power to the purchaser's advocate within one week from the date of this agreement for investigation of title and the purchaser will intimate about his advocate's report within ................ days after delivery of title deeds to his advocate.

5.     If the purchaser's Advocate gives the report that the vendor's title is not clear, the vendor shall refund the earnest money, without interest to the purchaser within ................. days from the date of intimation about the advocate's report by the purchasers. If the vendor does not refund the earnest money within ................... days from the date of intimation about the advocate's report, the vendor will be liable to pay interest @ ................ p.m. upto the date of repayment of earnest money.

6.     The vendor declares that the sale of the house will be without encumbrances.

7.     The vendor will hand over the vacant possession of the house on the execution and registration of conveyance deed.

8.     If the purchaser commits breach of the agreement, the vendor shall be entitled to forfeit the earnest money paid by the purchaser to the vendor and the vendor will be at liberty to resell the property to any person.

9.     It the vendor commits breach of the agreement, he shall be liable to refund earnest money, received by him and a sum of Rs. ................. by way of liquidated damages.

10.  The vendor shall execute the conveyance deed in favour of the purchaser or his nominee as the purchaser may require, on receipt of the balance consideration.

11.  The vendor shall at his own costs obtain clearance certificate under section 230A, Income tax Act, 1961 and other permissions required for the completion of the sale.

12.  The expenses for, preparation of the conveyance deed, cost of stamp, registration charges and all other cut of pocket expenses shall be borne by the purchaser.

Schedule above referred to

IN WITNESS WHEREOF the parties have set their hands to this Agreement on the day and year first hereinabove written.

Signed and delivered by Shri A..............

the within named vendor

Signed and delivered by Shri B ………..

The within named purchaser

WITNESSES;

1.

2.

**Agreement for Sale of an Apartment**

This Agreement made at ....................... this .............. day of .............., 2000 between A, son of .............................. resident of ........................ hereinafter referred to as the Vendor of the ONE PART and B, son of ................... resident of .................... hereinafter referred to as the Purchaser of the OTHER PART.

Whereas the Vendor is absolutely seized and possessed of the land bearing Plot No............................ situated at ………………….................. and hereinafter referred to as the said land and more particularly described in the Schedule 1 hereunder written;

And Whereas the Vendor proposes to develop the said land and for that purpose obtained permission of the Competent Authority under section ........... of the Urban Land (Ceiling and Regulation) Act vide his Order No ......................... dated .......................;

And Whereas the Vendor has submitted the building plans to the .................... Municipal Corporation, which have been approved by the .................... Municipal Corporation vide letter No ............................ dated ............. subject to certain conditions laid down in the said letter;

And Whereas the Vendor has started the construction of the buildings as per the building plans approved by the .................... Municipal Corporation enclosed herewith at Annexure 1;

And Whereas the Vendor has agreed to sell one apartment on the ............... floor in the building No................. being constructed and having the specifications mentioned in the Schedule 11 hereunder written at a price of Rs ................... (Rupees ................................. subject to the terms and conditions hereinafter appearing.

And Whereas the Purchaser has inspected the documents relating to the land, the order of the Competent Authority, site plans approved by the .................... Municipal Corporation and is satisfied about the Vendor's title to the said property and the site plans of the proposed buildings;

And Whereas the title of the Vendor to the said property has been certified to be clear, marketable and free from encumbrances by M/s. ................................. Solicitors and Advocates................... and a copy of the said title certificate is hereto annexed at Annexure II ;

And Whereas the Vendor has agreed to sell and the Purchaser has agreed to purchase the Apartment No……………..on the............. floor in the building No.................... hereinafter referred to as the said Apartment on the following terms and conditions.

**Now this Agreement Witnesseth and it is Hereby Agreed by and Between the Parties as Follows:**

1.     The Vendor shall construct the said building on the said plot of land, more particularly described in the Schedule 1, in accordance with the plans, designs and specifications approved by the .................... Municipal Corporation and which have been seen and approved by the Purchaser and kept by the Vendor at the office of M/s. ...................... Architects at ......................... for inspection. The Vendor shall be entitled to make such variations and modifications as he may consider necessary or as may be required by the .................... Municipal Corporation of the Government of …………….. or any local authority.

2.     The Vendor agrees to sell and the Purchaser agrees to purchase the Apartment No.......................... on ........... floor in the building No ................ of Carpet Area admeasuring ............. sq. metres as delineated on the plan thereof hereto annexed and marked Annexure Ill and thereon shown surrounded by green coloured boundary line at or for a sum of Rs ........... (Rupees ......................... ). The Purchaser agrees that out of the said amount of Rs ................... to be paid by him to the Vendor, a sum of Rs............ has been paid by the Purchaser to the Vendor on the execution of these presents (the payment and receipt the Vendor doth hereby admit and acknowledge) and the balance will be paid by installment as follows:

1.     Rs .......................... on or before ..........................

2.     Rs .......................... on or before ..........................

3.     Rs .......................... on or before ..........................

4.     Rs .......................... being the final balance on the delivery of

the apartment by the Vendor to the purchaser. the amounts payable under these presents are not paid within the time stipulated, the Purchaser will be liable to pay interest at the rate of 18% per annum from the due date of payment to the date of payment.

3.     The Vendor shall deliver the possession of the apartment to the Purchaser on or before ................... day of ..............., 2000. The vendor shall obtain the completion and occupation certificate in respect I the said apartment from the .................... Municipal Corporation. The purchaser shall take possession of the apartment within one week of ) a receipt of the notice of the Vendor to the Purchaser that the said apartment is ready for use and occupation and that the completion certificate and occupation certificate has been obtained from the .................... Municipal Corporation;

Provided that the Vendor shall be entitled to reasonable extension time for delivery of possession of the Apartment on the aforesaid ate, if the completion of the said building is delayed on account of non- availability of steel, cement, other building material, water or electric supply or on account of war, civil commotion or act of God or any notice, order, rule, notification of the Government, .................... Municipal Corporation and/or other public or competent authority or on account of non-issue of building completion or occupation certificate - water or electricity connection or on account of any order of any Court affecting the construction work of the building. he Vendor will deliver the possession of the apartment to the Purchaser only if the Purchaser has paid all the amounts payable by him under this Agreement to the Vendor and if he has duly observed and performed all obligations and stipulations contained in this Agreement and on his part to be observed and performed.

4.     The Purchaser hereby declares and undertakes that he shall have no claim, save and except in respect of the said Apartment hereby agreed to be purchased by him and the Vendor shall continue to be entitled to the property in all the structures on the said land, open spaces, parking places, lobbies, staircases, lifts, terrace, etc., until all the apartments are transferred to the purchasers and the Declaration of Deeds of Apartment is executed and the condominium is formed as provided in the ………….. Apartment Ownership Act.

5.     Till the Purchaser takes the possession of the Apartment, the Purchaser shall be liable to pay a sum of Rs . ................. per month as his share on account of rates, taxes, assessments, dues, duties and impositions of any kind or nature whatsoever in respect of the said land or the building constructed thereon or any part thereof payable to the Government of ...................., .................... Municipal Corporation or any other authority and wages of watchmen, sweepers, mali, and other expenses of common benefit. After the Purchaser takes the possession of the Apartment, he shall be liable to contribute proportionate share for common expenses as aforementioned, as decided by the Association of the Apartment Owners from time to time.

6.     The Vendor agrees that he shall comply with the provisions of section 10 of the .................... Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the .................... Apartment Ownership Flats Act, 1963) and the .................... Apartment Ownership Act, 1970 and shall execute a Declaration as provided by section 11 of the .................... Apartment Ownership Act, 1970 and register it with the Registering Officer under Indian Registration Act and the Purchaser hereby agrees that he shall join and form an association of all the apartments in the said building as contemplated by the .................... Apartment Ownership Act.

7.     The Vendor shall convey and assign all rights, title and interest in each apartment to each purchaser after the completion of building and on receipt of all payments, price, deposits payable by the Purchasers to the Vendor in respect of all apartments/car parking spaces and other premises in the said building.

8.     The Purchaser shall on or before the delivery of possession of the said apartment keep deposited with the Vendor a sum of Rs. ................. towards legal charges, expenses of formation of Association and execution of these presents and other documents a required to be executed. The Purchaser shall also be liable to pay expenses on account of stamp duty and registration charges in respect of the Deed of Apartment.

9.     Any delay or indulgence on the part of the Vendor in enforcing any of the terms of this Agreement or any forbearance or giving time by the Vendor to the Purchaser shall not be considered as a waiver on the part of the Vendor and he shall be entitled to take action against the Purchaser for the breach or non-compliance of any terms and conditions of this Agreement by the Purchaser.

10.  The Purchaser shall not be entitled to let, mortgage, create charge or assign the said Apartment, pending the transfer of apartment, to him without the consent of the Vendor in writing. etc.

11.  The Purchaser shall use the apartment or any part thereof or permit the same to be used only for the purpose of residence and the Purchaser hereby covenants with the Vendor as follows.-

a.     He shall maintain the apartment at his own cost in good tenantable repair and condition from the date of taking over possession of the apartment and shall not do or suffered to be done anything in or to the building in which the apartment is situated, staircase or any passage which may be against the rules, regulations, or bye-laws of .................... Municipal Corporation or any other authority or change/alter or make addition in or to the building in which the apartment is situated and the apartment itself or any part thereof.

b.    He shall not demolish or cause to be demolished the apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the apartment or any part thereof.

c.     He shall observe and perform all the rules and regulations which the Association of Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the apartments therein. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of Apartment Owners regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, assessments, dues, duties and impositions, expenses or other outgoings in accordance with the terms of this Agreement.

13.  The Vendor hereby covenants with the Purchaser as under:-

a.     Subject to the Purchaser paying all sums payable to the Vendor under this Agreement and performing and observing the terms and conditions of this Agreement, the Purchaser shall be entitled to peaceably hold and enjoy the Apartment without any interference or obstruction by the Vendor on any person claiming under or in trust for the Vendor.

b.    The Vendor shall maintain a separate account in respect of sums received by the Vendor from the Purchasers of the Apartments as advance or deposit sums received on account of the legal charges and execution of other documents required to be executed, and shall utilise the amounts only for the purposes for which they have been received and after transfer of the said property, the balance amounts shall be paid and transferred by the Vendors to the flat purchasers.

c.     The Vendor shall pay all outgoings, including ground rent, taxes, assessments, dues, duties, impositions and outgoings upto the date of delivery of the possession to the flat owners and transfer of the building is complete.

14.  The Deed of Apartment shall be made and executed by the Vendor, and other persons having any right or interest in the said property.

15.  If before the completion of transfer of the building, the building including the apartment is notified by the Government under the Land Acquisition Act or any other law for the time being in force for acquisition or requisition, the Purchaser shall not be entitled to cancel this agreement and in case of acquisition of the building including the said apartment, the Purchaser shall be entitled to a proportionate part of the compensation if and when awarded by the Government or any other authority. If the said apartment is requisitioned by the Government or any other authority, the Purchaser shall be entitled to the compensation awarded by the requisitioning authority in respect of the apartment.

16.  This Agreement shall not be construed as a grant, demise or assignment in law of the said apartment or of the said land and building or any part thereof.

17.  The Purchaser shall execute a Deed of Declaration in the prescribed form along with or prior to the execution of Deed of Apartment to the effect that he submits his apartment to the provisions of the .................... Apartment Ownership Act.

18.  The Sale of the said Apartment shall be subject to the provisions of .................... Apartment Ownership Act and rules made thereunder.

19.  The Vendor shall be entitled to construct additional building or buildings in the said land, if any additional Floor Space Index (FSI) becomes available before the completion of the transfer of the said )and with buildings and allowed by the .................... Municipal Corporation and the Vendor shall be authorised to sell the same and the Purchaser will not be entitled to any right, benefit or interest on the same.

20.  All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served to the Purchaser by Registered Post A.D. at his address specified below:

             Viz ......................................

                  -------------------------------

                   ……………………………

21.  This Agreement shall be executed in triplicate. The original copy shall be lodged for registration by the Purchaser and the vendor shall admit execution before the Sub-Registrar and the Second and Third copy shall be retained by the Purchaser and vendor respectively. The original copy of this Agreement will be received by the Purchaser from the Registrar as and when ready after registration.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day and year first hereinabove mentioned.

The Schedule I above referred to

The Schedule II above referred to

Annexure I

Annexure II

Annexure Ill

Signed and delivered by the within named Vendor

Signed and delivered by the within named Purchaser

WITNESSES;

1.

2.

**Agreement for Sale of Flat by a Flat Purchaser, When Co-Operative Society has not been formed And Flat is not Ready**

This Agreement made at .................... this ........... day of ..............., 2000, between A, son of ....................... resident of ........................... hereinafter referred to as the 'Transferor" of the FIRST PART, B, son of ................. resident of ........................... hereinafter referred to as the "Transferee" of the SECOND PART and M/s ABC Constructions, a partnership firm, having its office at .......................... hereinafter referred to as the Confirming Party of the THIRD PART.

Whereas by an Agreement dated ................... made between M/s. ABC Constructions, therein referred to as the Builders and, hereinafter referred to as the Confirming Party of the ONE PART and the Transferor therein referred to as the flat Purchaser of the OTHER PART, the Confirming Party has agreed to sell and the transferor has agreed to purchase one flat bearing No. ............... on the ................ floor in the building, being constructed by the Confirming Party on the piece of land bearing Plot No. ............... situated at.......................................................... and more particularly described in the Schedule 1 to the said agreement being the same as described in the Schedule 11 hereunder written;

And Whereas the agreement between the Confirming Party and the transferor, hereinafter referred to the said agreement, has been duly registered under the Registration Act, 1908 as required under the .............. Ownership Flats Act, ……….

And Whereas the transferor has agreed to assign his rights and benefits under the said agreement to the transferee and the transferee has agreed to purchase the same on the terms and conditions hereinafter contained;

And Whereas the confirming party has informed transferor that the flat will be ready by .................... and he has no objection in the transfer of the said agreement by the transferor and the transferee and has agreed to join as the Confirming Party to these presents.

Now This Agreement Witnesseth And It Is Hereby Agreed Between The Parties Hereto As Follows:

1.     In pursuance of the said agreement and in consideration of the sum of Rs. ............... paid at the time of these presents (the receipt whereof the said transferor does hereby acknowledge and admit), the transferor assigns to the transferee all his rights, benefits and interest to purchase the flat No ........................ on the ............... floor in the building under construction on the piece of land described in Schedule 1 hereunder written, under the said Agreement between the Confirming Party and the transferor.

2.     The transferor hereby declares that the said agreement is valid and subsisting and he has not assigned the benefit of the said agreement to any person.

3.     The transferee will be entitled to all the rights, benefits and interest belonging to and available to the transferor under the said agreement.

4.     The Confirming Party hereby agrees and declares that he shall hand over the possession of the fiat to the transferee, as soon as it is ready and the transferor will be entitled to the amounts deposited by the transferor with the Confirming Party under the said Agreement and the transferee shall be given the shares in the Co-operative Society of the flat owners in respect of the flat, as and when the Society is registered.

5.     The transferor declares that he will have no interest, right and benefits in the said agreement and in the flat to be acquired by virtue of the said agreement.

6.     The transferee has satisfied himself about the rights of the Confirming Party about the sale of the flat to the transferor and the building plans and he shall not be entitled to raise any objection about the right of the Confirming Party or the building plans in future.

7.     The transferee agrees and undertakes to be bound by the liabilities and obligations of the transferor under the said agreement.

IN WITNESS WHEREOF the parties hereto have put their respective hands the day and year hereinabove written.

The First Schedule above referred to

The Second Schedule above referred to

Signed and delivered by the within named transferor A

Signed and delivered by the within named transferee B

Signed and delivered by the within named Confirming Party

M/s. ABC Constructions through its partners

(1) ; (2) ; (3) ;.

WITNESSES;

1.

2.

**Agreement for Sale of Freehold Property**

This Agreement is made at \_\_\_\_\_\_\_ the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ between A (hereinafter called ‘the vendor’) of the Other Part, whereby it is agreed as follows :

1.     The Vendor shall sell and the Purchaser shall purchase, for the sum of Rs. \_\_\_\_\_\_\_ whereof a sum of \_\_\_\_ has been paid to the Vendor as stakeholders on the signing hereof as a deposit, the freehold property particularly described in the First Schedule hereto (but subject to and with the benefit of the tenancies mentioned in the Second Schedule hereto so far as subsisting.)

2.     The title to the property shall commence with Deed of \_\_\_\_\_\_\_ dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_.

3.     The Purchaser shall deliver the requisitions and objections (if any) in respect of the title and all other matters arising upon the abstract or this agreement to the Vendor’s Advocate within 14 days after the day of the delivery of the abstract and the replies to answers within 7 days after the receipt thereof and in these respects time shall be of the essence of the contract. In default of or subject only to any such requisitions and objections so made the purchaser shall be deemed to have accepted the title.

4.

                      i.        If the purchaser shall insist on any requisition or objection of any kind which the Vendor shall be unable or unwilling to remove or comply with the Vendor may (notwithstanding any intermediate negotiations or litigation in respect thereof) give notice in writing to the Purchaser or his Advocate of the intention of the Vendor to rescind this contract unless such requisition or objection shall be withdrawn and if such notice shall be given and the requisition or objection shall not be withdrawn within 7 days after the day on which the notice was sent, this contract shall without further notice be rescinded.

                     ii.        The Vendor shall thereupon return to the Purchaser the deposit but without any interest, costs or other compensation or payment whatsoever.

5.     The Purchaser shall admit the identity of the property agreed to be purchased with that comprised in the documents of title offered by the Vendor by a comparison of the description contained in the First Schedule hereto.

6.

                      i.        The property is sold subject to all easements affecting the same.

                     ii.        The property is believed to be correctly described as to quantity and otherwise but if any error, misstatement or omission shall be discovered in the description of the property contained in the First Schedule hereto or in any plan annexed hereto the same shall not annual the same but reasonable compensation shall be allowed by the Vendor or the Purchaser as the case may require in respect thereof and the amount of such compensation shall in case of dispute be settled by two arbitrators or their umpire pursuant to the Arbitration Act, 1940.

7.

                      i.        The Purchaser shall pay the balance of the purchase money on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the office of \_\_\_\_\_\_\_\_\_ the Advocate of the Vendor at which time and place the purchaser shall be completed.

                     ii.        Upon such payment the Vendor and all other necessary parties (if any) shall execute a proper assurance of the property to the Purchaser. Such assurance shall be prepared and (if necessary) stamped by and at the expense of the Purchaser.

                    iii.        The Purchaser paying the balance of the purchase money shall as from the day hereby fixed for completion of the purchase be let into possession or into receipt of the rents and profits and shall pay all outgoing which shall if necessary be apportioned and the balance shall be paid by or allowed to the Purchaser on completion.

                    iv.        If from any cause whatever (other than the willful default of the Vendor) the purchaser shall not be completed on that day the Purchaser shall pay to the Vendor interest on the balance of the purchase money at the rate of \_\_\_ per centum per annum from the day until the actual completion of the purchase but the Vendor shall have the option of taking the rents and profits of the property (less outgoing) upto the date of actual completion instead of the said interest and the Purchaser shall not be entitled to any compensation for the Vendor’s delay or otherwise.

                     v.        Provided that, if delay in completion arises from any other cause than the Purchaser’s own act or default the Purchaser may –

a.     at his own risk deposit the balance of the purchase money at any Bank in the name of the Purchaser or otherwise and –

b.    give notice in writing forthwith of such deposit to the Vendor’s Advocate and in that case the Vendor shall be bound to accept the interest allowed thereon as from the date of such deposit in lieu of the interest or net rents and profits accruing after that date which would otherwise be payable to the vendor under this condition.

8.     The Purchaser shall pay to the Vendor the proportionate part of the premium as from the date of completion of sale on any subsisting policy of fire insurance and shall be entitled so far as the Policy or consent by the insurance office permits to the benefit of such insurance as from the date of completion and the Vendor shall if so required consent to the name of the Purchaser being endorsed on the policy or entered in the books of the insurance office as being interested in the policy but the Vendor shall not give to the Purchaser notice of any premium being or becoming due.

9.     If the Purchaser shall fail to comply with these conditions the deposit shall be forfeited to the Vendor who may thereupon re-sell the premises at such time in such manner and subject to such conditions as the Vendor shall think fit and any deficiency in price which may happen on and all expenses attending such re-sale shall immediately afterwards be paid by the present Purchaser to the Vendor and if not so paid shall be recoverable by the Vendor as liquidated damages.

As witness the hands of the said parties have been put the day and year first above written.

The First Schedule (Particulars of the property)

The Second Schedule (Particulars of tenancies)

Signed by the Vendor

Mr. \_\_\_\_\_\_\_ in the presence of \_\_\_\_\_\_\_\_\_\_\_

Signed by the said Purchaser

Mr. \_\_\_\_\_\_\_\_\_ in the presence of \_\_\_\_\_\_\_\_\_

**Agreement for Sale of Future Goods**

This Agreement is made at ... the day of ... between Mr. A carrying on business at ... hereinafter referred to as 'the Seller' of the One Part and Mr. B. carrying on business at ... hereinafter referred to as 'the Buyer of the Other Part;

1.     The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller the items of machinery mentioned in the Schedule hereunder.

2.     The Seller agrees to fabricate the said machines as per the sample shown and specification given to the Buyer and approved by him and which sample is kept apart by the Seller for Identification.

3.     The machines will be fabricated and supplied to the Buyer within a period of ... months from the date hereof, time being essence of the contract.

4.     The delivery of the machines will be given by the Seller at the factory site of the Seller at against payment of the price as hereinafter mentioned. The Buyer will not he bound to take piecemeal delivery of any one or more machines and the delivery must be of all the machines agreed to be sold.

5.     The price of each Item of the machines will be Rs... out of which the Buyer had paid to the Seller a sum of Rs... as advance by way of earnest (receipt whereof the Seller admits) and the balance will be paid in cash or by a Bank draft by the Buyer to the Seller as aforesaid.

6.     Before taking delivery the Buyer will be entitled to examine the machines to verify whether they are as per the said sample and of the quality and specifications mentioned in the said Schedule. If they are not as per sample and quality and specifications the Buyer will be entitled to refuse to take delivery or if delivery is taken. to return the same to the Seller and in the latter case the Seller will refund the amount of price paid to him by the Buyer forthwith.

7.     It will be the responsibility of the Buyer to remove the said machines from the factory site at his own costs after they are offered for delivery. If the Buyer fails to take delivery and to remove them as aforesaid, within two weeks from the receipt of the notice from the Seller that the machines are ready for delivery, the seller will be entitled to sell the same by auction at the highest price available and in that case the Buyer will be liable to pay the difference between the agreed price and the net sale price, as damages.

8.     If the Seller fails to give delivery within the said period of two months, the Buyer will be entitled to cancel this contract and the Seller will refund the said advance paid to him forthwith and 'Will also be liable to pay damages being the difference between the agreed price and the market price prevailing at the date of cancellation of the agreement. If the market price is, not available then Seller will pay to the Buyer a sum of Rs... a liquidated damages.

9.     If the Buyer, after taking delivery of the machines and putting them To use finds that the machines or any one or more of them is or are defective, the Buyer will be entitled to return the same and on the Buyer intimating to the Seller accordingly it will be-the responsibility of the Seller to take back the delivery of such defective machine or machines and refund the price thereof to the Buyer. If the Seller fails to do so within two weeks from receipt of such Intimation, the Buyer will be entitled to sell such defective machine or machines for whatever price available or to redeliver them to the Seller. In the former case the seller will be liable to pay the difference between the agreed price and the net sale price as damages. In the latter case, the Buyer will be liable to refund the agreed price plus the transport charges incurred by the Buyer.

10.  Any dispute regarding this agreement including the dispute as to the quality of the machines or any claim made by one against the other will be referred to arbitration of one arbitrator if agreed upon or to two arbitrators one to be appointed by each party and the arbitration will be- governed by the Arbitration & Conciliation Act, 1996.

**Agreement for Sale of Goods (C.I.F. Basis)**

This Agreement is made at ... this ... day of ... between M/s. A B & Co. Ltd., a company registered under the (English) Companies Act and having Its registered Office at ... London. hereinafter referred to as the 'Seller' of the one part and M/s. X Y & Co. Ltd., a Company registered under the (Indian) Companies Act, 1956. and having its registered office at ... hereinafter referred to as 'the Buyer' of the Other Part;

1.     The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller, synthetic rubber of... tons... quantity at the price of... sterling per ton (hereinafter referred to as the said 'goods') C.I.F. for December - January shipment.

2.     The Seller- will engage space in a ship at the port of shipment and Intimate the name of the ship and her expected date of arrival in any port in India.

3.     The Seller will enter into a contract of affreighment with the owner of the ship for transporting and delivery of the said goods at the port of... in India. The Buyer shall also obtain a Policy of Insurance for the value of the said goods upon the current terms and make out an invoice.

4.     The Buyer shall open a Letter of Credit through its Bankers for the agreed price of the goods and including the freight, insurance and other charges in favour of the Seller's Banker viz...

5.     The Seller shall ship the goods in the ship and despatch the documents relating to the said goods namely the contract of affreighment, insurance policy, invoice. bills of lading etc. to Its Bankers at the port of arrival.

6.     The said documents duly endorsed in favour of the Buyer will be handed over to the Buyer's Bankers against encashment of the Letter of Credit and the Buyer will receive the same from Its Bankers to enable the Buyer to get the goods cleared at the port of arrival. Such delivery of documents will be deemed to be delivery of the goods to the Buyer and thereafter the goods will be at the risk of the Buyer.

7.     If the said goods are short delivered or are not according to the quantity or quality agreed upon the Buyer, he will be entitled to claim compensation for the loss suffered by it due to short delivery or breach of warranty and the Seller will be liable to make good the loss.

8.     If the goods are not shipped by the Seller within the shipment period mentioned above, the Buyer will have the option either to cancel this contract or to extend the period. If the contract is not cancelled within two weeks from the last date of shipment, the Buyer shall be deemed to have agreed to an extension of a reasonable period for shipment.

9.     It will he the responsibility of the Buyer to obtain license for the Import of the goods In its country and to pay all the custom duties, import duties and other clearance charges for clearing the goods from the ship and carrying them to its factory or godown.

10.  Similarly it will be the responsibility of the seller to take out an export License if required by the law of its country and to pay all charges for transport and shipment of the said goods.

11.  The seller shall inter to the contract at is own expense for the carriage of the goods to the port of destination namely - by the usual route In a seagoing ship for the transport of the said goods.

12.  The seller shall obtain at is own costs cargo Insurance for the price of the goods plus 10% so that the buyer shall able to the claim directly from the insurance provide the buyer with the Insurance policy or other evidence of insurance cover. The insurer shall be of good reputed and the Insurance shall be in accordance with maximum cover of the cargo clauses embed by the institute of undeprescribed writers. The declaration of the insurance shall be from the delivery of the goods on board the ship at the port of shipment namely .....

13.  The seller shall he responsible for all the risk of loss of damage to the goods until such time as they have the passed the ships rail at the said port of shipment. The seller shall also bar the risk to the goods until they have been delivered as aforesaid including costs of loading the goods on boat the ship and charges for unloading at the port of discharge which may be levied by the shipping line when contracting for carriage and also pay all customs charges for exportation as will as all duties taxes and other Government charges payable on exportation.

14.  The seller shall give sufficient notice that the goods have been delivered on board the ship as will as any other notice required to allow the buyer to take measures necessary to unable him to take delivery of the goods.

15.  The buyer shall pay all costs relating to the good from the time they have been delivered to the ship and pay all costs and charges relating to the goods whilst in transit until her arrival and other charges and duties and taxes payable at the port of discharge.

16.  If any dispute arises between the parties in respect of this contract of whatsoever nature or if any claim by one against the other is disputed the same will be referred to arbitration under the Bye-laws of the ... Association in London.

Sd/- Seller Sd/- Buyer.

**Agreement for Sale of Goods (F.O.B. Basis)**

This Agreement is made at ... this ... day of... between A B & Co. Ltd., a company registered under the (Indian) Companies Act, 1956 and having its registered office at ... hereinafter referred to as 'the Seller' of the One Part and M/s ... a foreign company registered under the ... Companies Act and having Its registered office at ... and its local agents' office at ... in India, hereinafter referred to as 'the Buyer' of the Other Part.

1.     The Seller agrees to sell and the Buyer agrees to buy... bales of Indian Cotton (... variety) at the price of ... dollars per ton. The price will be on F.O.B. basis - June-July shipment.

2.     The Buyer will nominate a ship within four weeks from the date hereof and shall give intimation of the expected date of her arrival at the port of dispatch and the Seller will ship the said goods in the nominated ship when she arrives at the port of ...

3.     The goods will be transported by the Seller upto the wharf where the ship will be anchored, at its own costs.

4.     When the goods are delivered to the master of the ship against the mate's receipt and the Bill of Lading is issued by the master, or owner of the ship, the delivery by the Seller to the Buyer will be complete and thereafter the goods will be the risk of the Buyer.

5.     It will be the responsibility of the Buyer to pay the freight charges thereon, marine insurance charges and other charges for transporting the goods from the port of shipment to the port of destination and thereafter until the goods come into the actual possession of the Buyer.

6.     On the loading of the goods in the ship, the Seller shall hand over to its banker the necessary documents of title to the goods and which will be sent by Its Bankers to their branch or nominated bank at the port of destination.

7.     The Buyer shall open a letter of credit with its Banker in favour of the Sellers Bankers and on receipt of the documents of title by the Seller's foreign Bankers, the Buyer's Bankers will credit the amount of the price in the Sellers' name with the Seller's Bankers.

8.     If any Import licence is required to be obtained by the Buyer at the place of destination the same will be obtained by the Buyer and the Buyer will be liable to pay all custom duty, import duty and other charges for clearance of the goods.

9.     If any export licence Is required to be obtained for exporting the goods from India under the Indian Law, the same will be obtained by the Seller and all export duties will also be paid by the Seller'

10.  The Buyer will be entitled to examine the goods by sample or otherwise at the port of loading and if the goods are not of the agreed quality or quantity the Buyer will have the option to reject the goods at the risk and costs of the Seller.

11.  The seller shall carryout all customs formalities necessary for the exportation of the goods.

12.  The seller shall bear all risk of laws of damage to the goods until such time as they have passed the ships rail at name port of shipment and thereafter all the risk of loss of or damage to the goods that is from the time they have passed the ships rail will be of the buyer.

13.  The seller shall give to the buyer sufficient notice that the goods have been delivered on the board of the ship.

14.  The seller shall pay the costs of checking quality measuring, weighing, counting and operations necessary for the purposes of placing the goods at the disposal of the buyer. The seller shall pack the goods properly and marked them appropriately.

15.  The seller shall render to the buyer at the latter’s request risk and expenses and every assistance in obtaining documents or equivalent cleeironic massage issued or transmitted the country of ship man and/or of obligations which the buyer may request for the exportation of the goods.

16.  The buyer shall pay all the costs relating to the goods from the time they have passed ships rail at the port of shipment as will as all costs incurred because of the ship named having failed to arrived in time or unable to take goods or closes for cargo earlier then the stipulated time or if the buyer fails to give sufficient notice to the seller of the ship, her arrival and loading place.

17.  The buyer shall take delivery of the goods when they are brought on board the ship by the seller.

18.  In case the ship nominated by the Buyer fails to arrive at the port of despatch within a reasonable time from the expected date of arrival or at all, the Buyer shall nominate another ship and intimate the date of arrival of that ship to the Seller. In such a case all the godown charges incurred by the Seller for storing the goods either with a clearing agent or with the port authorities from the date of arrival of the goods at the port till the date of putting the goods on board. the ship will be payable by the Buyer. If the nominated vessel does not land at the port of despatch but arrives at some other port in India the Seller will if so required by the Buyer transport the goods to the other port for shipment but in such a case the transport charges will be payable by the Buyer.

19.  If any dispute arises under this contract, between the parties, of whatsoever nature, including any claim for damages the same will be referred to arbitration under the Byelaws of the ... Cotton Association.

Sd/- Seller. Sd/- Buyer.

**Agreement for Sale of Goods under the buyer’s Trade Mark**

This Agreement is made at ... this ... day of... between Mr. A carrying on business at ... hereinafter referred to as the 'Seller' of the One Part and M/s A B & Co. Ltd., a Company registered under the Companies Act, 1956 and having Its registered office at... hereinafter referred to as the 'Company' of the Other Part.

Whereas the Company is a registered proprietor of a trademark and which trade mark is duly registered under the Trade & Merchandise Act, 1958 in the name of the Company. In respect of goods being ... The particulars of the said trade mark and the specifications and description of the said goods are given in the Schedule hereunder written and referred to as the said 'Trade Mark' and 'the said goods', respectively.

And Whereas the Company is manufacturing and selling several types of goods under other trade marks registered in its name and therefore proposes to entrust the work of manufacturing the said specific goods mentioned in the Schedule hereunder written to somebody else and the Seller has offered to do so.

And Whereas the parties have, therefore proposed to enter into this agreement re- cording the terms and conditions regarding the said transaction agreed upon between the parties in the manner following.

Now it is agreed between the parties hereto as follows:-

1.     The Seller agrees to manufacture and supply the said goods described in the Schedule hereunder written to the Company. The Seller will supply and the Company shall buy the minimum quantity of... goods every month.

2.     The goods so manufactured in every month will be transported by the Seller to the Company's factory at ... through a carrier and the transport charges will be paid by the Company.

3.     Before taking delivery of the goods the Company will be entitled to examine them and verify whether they are according to the specifications and description mentioned in the Schedule hereunder written and If they or any of them are not according to the said specifications and description, the Company will be entitled to reject the same and inform the Seller accordingly. The rejected goods will lie at the Company's factory at the Seller's risk and the latter will arrange to remove them within a week from the receipt of intimation of rejection failing which the Company will be entitled to dispose of them or destroy them. If any price is received for such rejected goods the same will be given credit to the Seller.

4.     The Company will also be entitled to reject such of the goods or the same shall be deemed to be rejected, if even after taking delivery, the said goods are rejected by the customers or in respect of which complaints have been received and such rejected goods will be taken back by the Seller as aforesaid failing which they will be disposed of or destroyed as aforesaid and the price If any recovered in respect thereof will be given credit to the Seller.

5.     The Company will sell the said goods under the Trade Mark mentioned in the schedule hereunder written and the seller will not represent in any way that the said goods are sold by him under the said Trade Mark.

6.     The Seller will sell the said goods only to the Company and not to any body else, provided that if any goods are manufactured in excess of the said minimum quantity and the company is not willing to buy such excess quantity from the Seller, the Seller will be entitled to sell such excess quantity to any other person but without the use of the said Trade Mark.

7.     The said goods will be sold by the Seller to the Company at the price of Rs... per piece net and the payment of the price will be made by the Company to the Seller within a week from the delivery and acceptance of the goods as per the invoice sent by the Seller to the Company In respect thereof subject to what Is otherwise provided herein.

8.     If the Seller fails to supply in any month less quantity than the minimum quantity to be supplied as aforesaid, then, unless the Company chooses to terminate this agreement, the balance quantity can be made good In the supply of the next month's quota.

9.     The Company agrees and undertakes that it will not buy the same -type of goods from any other manufacturer or any other person during the pendency of this agreement.

10.  If the Seller produces and delivers in any month more quantity than the said minimum the Company will not be bound to accept the excess quantity but if it accepts, the Company will pay the price thereof. In case of the seller intending to supply any excess quantity he shall give atleast on month's/week's notice previously giving intimation thereof to the Company.

11.  Provided that if due to any force major cause, such as floods. fire. accident, or any other such cause including break-down of machinery, or strike of workers of the Seller, the Seller is not able to supply the minimum quantity in any month, the Seller will not be deemed to have committed breach of this agreement but in that event the Company will be entitled to purchase the quantity of goods not supplied or less supplied by the Seller from any other source.

12.  The Seller will not be responsible to render any help to the Company In promotion of sale of the said goods or to render any sale-service. The sale of the said goods supplied to the Buyer, will be the responsibility of the Company.

13.  The rights and benefits under this agreement will not be assignable by any party hereto without the consent of the other.

14.  The Seller shall make available to the Company the data of the properties and characteristics of the said goods to enable the Company to give technical service and Information to the customers of the Company and to publish literature in respect thereof for promoting the sales.

15.  Any warranties or conditions. statutory or otherwise, whether express or implied as to the quality or fitness for the purpose of the goods are expressly excluded. The Company shall give notice to the seller about the complaints to enable the seller to investigate the same.

16.  This agreement will be in force for a period of... months from the date hereof.

17.  If any party commits breach of any term of this agreement the other party shall be entitled to cancel this agreement by giving fifteen days notice in writing to the other and on the expiration of the said period this agreement shall stand cancelled unless the breach is remedied or condoned.

18.  In the event of any dispute between the parties in respect of this agreement of whatsoever nature, the same shall be referred to arbitration of a common arbitrator if agreed upon failing which to two arbitrators, one to be appointed by each party hereto and the arbitration shall be governed by the Arbitration & Conciliation Act, 1996.

THE SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

Signed and delivered by the withinnamed Seller ...

in the presence of ... ...

Signed and delivered for and on

behalf of M/s. A B & Co. Ltd., by its Managing Director

Mr. in the presence of ... ...

**Agreement for Sale of Goods**

THIS AGREEMENT made on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, between XYZ a company incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the SELLER, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and PQR (give name and description of the person or legal entity) (hereinafter referred to as the BUYER which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Seller is a manufacturer of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Details of business)

WHEREAS the buyer is a trader and has approached the Seller asking him to sell the goods at the rate of \_\_ per unit/ Kilo.

THE PARTIES HERETO agree to abide as under:

1.     The Seller undertakes to sell the Buyer and the Buyer undertakes to buy from Seller\_\_\_\_\_\_\_\_\_\_\_ goods (hereinafter called the 'said goods') at a price of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_.

2.     The Seller will send the said goods through the designated ship the information of which ship and the date of its arrival at the port of dispatch in India shall be sent to the buyer.

3.     The Seller shall make an agreement with the master of the ship for the transportation and delivery of the said goods at the Indian port.

4.     It shall be the responsibility of the Buyer to have said goods insured for their value upon the current terms and make out an invoice.

5.     It shall be the responsibility of the Buyer to have letter of credit through its banker which shall cover the price of the goods, freight insurance and other charges in favour of the Seller's banker.

6.     After the shipment of the said goods the seller shall send all the necessary documents including the contract of a freightment, insurance policy, invoice, bills of lading, etc., to its banker at the Indian port.

7.     The aforesaid document shall be delivered to the Buyer banker's against the encashment of the letter of credit which shall, in turn, deliver the same to the Buyer to enable him to get the goods cleared at the Indian port. Delivery of the documents shall constitute the delivery of goods and henceforth the goods shall be at the risk of the Buyer.

8.     It shall be the responsibility the Buyer to open a letter of credit with his banker in favour of the Seller's banker. The Buyer's bankers shall credit the amount of price in the Seller's name with Seller's banker against the receipt of the document of title.

9.     In case some formalities are to be completed prior to the import of the aforesaid goods at the place of destination the same shall be completed by the Buyer at his own costs.

10.  If some export formalities are to be completed for the export of the aforesaid goods from the place of dispatch, the same shall be completed by the Buyer/Seller at his own costs.

11.  It shall be the Buyer's right to examine the goods for his satisfaction at the point of destination. If the goods are not according to the sample or specification, the Buyer shall have the right to reject the goods at the risk and cost of the seller.

12.  In the event of any dispute or difference between the parties hereto arising out of or in connection with this deed of whatsoever nature the same shall be referred to arbitration of a common arbitrator if agreed upon, failing which to two Arbitrators one to be appointed by each party to the Arbitration. The said Arbitrators shall appoint a presiding Arbitrator and the Arbitration shall be governed by the Arbitration Act and Conciliation Act, 1996, or any statutory modification thereof.

SIGNED, SEALED AND DELIVERED)

by the within named Seller by the hands)

of its authorised representative/Director)

Mr. \_\_\_in the presence of Mr.\_\_\_ and)

Mr.\_\_\_)

SIGNED, SEALED AND DELIVERED)

by the withinnamed Buyer by the hands of its)

authorised representative/Director Mr.\_\_\_,)

in the presence of Mr. \_\_\_ and Mr. \_\_\_)

**Agreement for Sale of Leasehold Property**

This Agreement is made at \_\_\_\_ this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_ between Mr. A residing at \_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the ‘Vendor’ of the One Part and Mr. B residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the ‘Purchaser’ of the Other part.

**Whereas –**

1.     By a Deed of Lease Dated the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ made between Mr. \_\_\_\_\_\_\_\_\_\_\_\_ therein referred to as the Lessee of the One Part and the Vendor therein referred to as the Lessee of the Other Part and registered at \_\_\_\_\_\_\_ under Sr. No. \_\_\_\_\_ of Book No. 1, at the office of the sub Registrar at \_\_\_\_\_\_\_ the said Lessor has demised unto the Vendor the land and Premises situated at \_\_\_\_\_\_ and more particularly described in the Schedule hereunder written for a period of 999 years, from the day of \_\_\_\_ at the yearly rent of Rs. \_\_\_\_\_\_\_ and on the covenants, terms and conditions therein mentioned.

2.     The said Lese is still valid and subsisting.

3.     The purchaser has offered to purchase the leasehold land and premises and the Vendor has agreed to sell the same and to assign the said lease on the terms and conditions agreed upon and hereinafter set out.

**Now it is agreed by and between the parties hereto as follows**:

1.     The Vendor shall sell and assign to the Purchaser the said land and premises described in the Schedule hereunder written and assign the said lease for all the residue of the unexpired period of the said lease and subject to the rent reserved by and to the terms, covenants and conditions contained therein and the Purchaser has agreed to purchase the said land and premises subject to the said lease, at the price of Rs. \_\_\_\_ out of which the Purchaser has paid to the Vendor a sum of Rs. \_\_\_\_\_\_ as earnest money on the execution of this agreement (receipt whereof the Vendor hereby admits) and the balance of Rs. \_\_\_\_\_\_\_\_ is agreed to be paid on the completion of the sale.

2.     The Vendor shall make out a marketable title to the said leasehold property free from encumbrances and reasonable doubts. The root of title will be the said Deed of Lease and the Vendor will not be bound to make out a marketable title to the property so far as the said Lessor is concerned.

3.     The Vendor shall deliver the title deeds relating to the said property in his possession or power within eight days from the date hereof for inspection thereof by the Purchaser or his Advocate for investigation of title. The said documents may be handed over to the Purchaser’s Advocate against his personal accountable receipt for the sake of convenience, if so required by the Purchaser’s Advocate.

4.     If the Purchaser shall insist on any requisition or objection of any kind which the Vendor shall be unable or unwilling to remove or comply with, the Vendor may (notwithstanding any intermediate negotiation or litigation in respect thereof) give notice in writing to the Purchaser or his Advocate of the intention of the Vendor to rescind this contract unless such requisition or objection shall be withdrawn and if such notice shall be given and the requisition or objection shall not be withdrawn within 7 days after the day on which the notice was sent, this contract shall, without further notice, stand rescinded. The Vendor shall thereupon return to the Purchaser the said earnest money but without any interest, costs or other compensation or payment whatsoever.

5.     The Vendor will obtain the written consent of the lessor to the assignment of the Lease as a condition precedent to the completion of the sale.

6.     The outgoings in respect of the said property by way of property taxes, ground rent, land revenue payable by the Lessee till the completion of the sale will be paid by the Vendor and thereafter they will be paid by the Purchaser and the same if necessary will be apportioned as on the date of completion of this transaction.

7.     The sale will be completed within a period of four months from the date thereof.

8.     The sale will be completed by the Vendor executing a Deed of Assignment in favour of the Purchaser or his nominee paying the balance of the said price.

9.     The draft of the Deed of Assignment will be prepared by the Purchaser’s Advocate and will be approved by the Vendor’s Advocate.

10.  On completion of the sale as aforesaid, the Vendor will give possession of the said property to the Purchaser by delivering vacant possession of such portion thereof as is vacant and by attorning tenants of such portion thereof as are occupied by them to the Purchaser.

11.  The Vendor declares that the said property is not subject to any acquisition or requisition and no notice has been received by him for carrying out any heavy or structural repairs. If any notice for acquisition or requisition or structural repairs is issued and received by the Vendor before completion of Assignment, the Purchaser will have the option to cancel this agreement and in that event the Vendor will return the earnest money paid to him by the Purchaser.

12.  If the Vendor fails to make out a marketable title as aforesaid, the Purchaser will have the right to cancel this agreement by giving atleast fifteen days prior notice to the Vendor to that effect and on the expiration of the said period, the agreement shall stand terminated and in that event the Vendor will return the earnest money to the Purchaser and each party will bear and pay the costs of and incidental to this Agreement.

13.  If the Vendor makes default in completing the sale within the stipulating period, the Purchaser shall have the right to make time essence of the contract and to cancel this agreement thereafter by giving atleast fifteen days notice in writing to the Vendor to that effect and on the cancellation of the agreement, the Purchaser shall be entitled to claim and recover from the Vendor not only the said amount of earnest money but also all costs, charges and expenses incurred by the Purchaser of and incidental to this Agreement and the damages suffered by him. This is without prejudice to the right of the Purchaser to seek specific performance of this agreement through Court.

14.  If the Purchaser makes default in completing the sale, within the stipulated period, the Vendor shall be entitled to make time essence of the contract and to cancel this agreement, thereafter by giving atleast fifteen days notice to the Purchaser to that effect and on the cancellation of the agreement, the Purchaser will forfeit his right to the said earnest money which will be appropriated by the Vendor towards his claim for damages including the costs, charges and expenses of and incidental to this agreement.

15.  Before execution of the deed of assignment the Vendor will obtain Income Tax Certificate under Section 230A of the Income Tax Act, 1961 as a condition precedent to the completion of sale.

16.  The expenses by way of stamp duty payable on this agreement and the deed of assignment and registration charges in respect thereof will be borne and paid in equal shares by the parties hereto and except that all the other costs charges, and expenses incurred by the party in respect of the transactions including his and advocates fees will be borne and paid by him.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

(Particulars of the property)

Signed and delivered by the

withinnamed Vendor

Mr. \_\_\_\_\_\_\_\_

in the presence of

Signed and delivered by the

withinnamed Purchaser

Mr. \_\_\_\_\_\_\_\_

in the presence of

**Agreement for Sale of Mortgaged House**

**This Agreement** made at ......................... on this ................ day of ..................., 2000, between A, son of ...................... resident of ...................... (hereinafter called the vendor) of the FIRST PART, B, son of....................... resident of ................................. (hereinafter called the purchaser) of the SECOND PART and C son of ..................... resident of....................................... (hereinafter called the mortgagee) of the THIRD PART.

Whereas the vendor is absolutely seized and possessed of or well and sufficiently entitled to the house more fully described in the Schedule hereunder written, hereinafter referred to as the "said house";

And Whereas the said house is mortgaged with Shri ................. for the sum of Rs. ...................... pursuant to a deed of mortgage executed between the vendor and Shri ............................. on the other part and a sum of Rs. ....................... is due from the vendor to the said mortgagee.

And Whereas the vendor has agreed to sell and purchaser has agreed to purchase the said house an the terms and conditions mentioned below:

it is hereby agreed between the parties as follows:

1.     The vendor will sell and the purchaser will purchase all that house No. .................... Road ............... more particularly described in the Schedule hereunder written for a sum of Rs. ............... out of which the purchaser has paid Rs. ................. to the vendor as earnest money (the receipt of which sum, the vendor hereby acknowledges) and out of balance price to be paid by the purchaser, he shall pay Rs . .................. on or before the date of ......................... and the remaining sum of Rs. .................. will be paid to the vendor at the time of registration of the sale deed.

2.     The mortgagee's advocate shall deliver the documents of title of the said house to the purchaser's advocate against his accountable receipt within .................. days from the date of this agreement for investigation of title.

It is hereby declared that delivering the documents of title by the mortgagee to the purchaser's advocate will not affect the mortgage of the mortgagee and mortgage on the said house will continue until the full payment of the mortgage money is made to the mortgagee by the vendor or the purchaser.

3.     The said house will be purchased by the purchaser without any encumbrance, easements, restrictions and rights affecting the same.

4.     The purchase shall be completed within a period of .............. months from the date of this Agreement. The purchaser shall send the draft conveyance deed to the vendor a fortnight prior to the date of the intended execution and after approval thereof by the vendor, the purchaser shall get the same ready for execution by the vendor. All expenses for preparation of the conveyance deed, cost of stamp and registration charges and all other out of pocket expenses shall be borne by the purchaser.

5.     The mortgagee shall discharge the mortgage on the back of the mortgage deed on payment of Rs. ........... by the purchaser and return the mortgage deed duly discharged to the purchaser. It is hereby agreed and confirmed that the sale deed shall not be executed, unless the mortgage on the said house is discharged by the mortgagee.

6.     If the vendor's title to the said house is not approved by purchaser's advocate, the vendor shall refund the earnest money to the purchaser within ................. days from the date of intimation by the purchaser about the non-approval of the title by his advocate. If the vendor does not refund the earnest money within................ days, he shall be liable to pay interest @ Rs ................ per month upto the date of payment of earnest money. In the case of non-approval of title by the purchaser's advocate, the purchaser's advocate shall return the documents of title of the said house to the mortgagee's advocate.

7.     If the purchaser commits breach of this agreement, the vendor shall forfeit the earnest money paid by the purchaser and the purchaser shall also be liable to pay to the vendor the deficiency and expenses of resale of the said house.

8.     If the vendor commits breach of the agreement, he shall refund the earnest money to the purchaser and he shall also be liable to pay Rs . .................. to the Purchaser by way of liquidated damages.

9.     The vendor shall execute conveyance deed in favour of the purchaser or his nominee, as the purchaser may require.

10.  The vendor shall hand over the vacant possession of the said house and documents of title in respect thereof to the purchaser before registration of the conveyance deed.

11.  The vendor shall at his own cost obtain certificate under section 230A, Income-tax Act, and any other permission or no objection from Government, Municipal or statutory authority for the completion of conveyance deed.

12.  Notwithstanding anything contained in clauses 7 and 8 hereof, the parties will have the right for specific performance of this Agreement.

The Schedule above referred to

IN WITNESS WHEREOF the parties have set their hands to this Agreement on the date and year first hereinabove written.

Signed and delivered by Shri A,

the within named Vendor

Signed and delivered by Shri B,

the within named Purchaser

Signed and delivered by Shri C,

the within named Mortgagee

WITNESSES;

1.

2.

**Agreement for Sale of Ready Goods**

This Agreement is made at ... this .... day ....... of Between Mr. A residing at ... hereinafter referred to as the 'Seller' of the One Part and Mr. B residing at ... hereinafter referred to as 'the Buyer of the Other Part.

1.     The Seller agrees to sell and the Buyer agrees to buy from the Seller one hundred bags of.,.. (hereinafter referred to as the 'said goods') at the price of Rs... per bag.

2.     The goods agreed to be sold are at present lying An the godown of the Seller and the Buyer has examined the same and they have been marked for identification...

3.     The said goods will be despatched by the Seller to the Buyer at... by railway from ... to ... station and the Buyer will take delivery of the said goods from the Railway against payment of the price as hereinafter mentioned.

4.     On the said goods being delivered over to the Railway at the said ... station the Seller will send the Railway receipt duly endorsed as well as a bill of exchange drawn on the Buyer in favour of the Seller's banker at the town of... where the goods are to be delivered to the Buyer by the Railway and the same will be handed over by the said Bank to the Buyer endorsed in his name against the Buyer paying the price of the said goods, without any deduction.

5.     Since the time the goods are delivered to the Railway at the place of despatch, they will be at the risk of the Buyer provided that. the Seller reserves his right, in the event of the Buyer failing to pay the price and to take delivery as aforesaid, to take possession of the goods and to sell the same by auction at the Buyer's risk. In the event of the net sale price failing short of the agreed price the Buyer will be liable to pay the difference to the Seller as damages. However, In the event of the price fetched being more than the agreed price, the Seller alone will be entitled to that difference.

6.     In the event of the said goods being lost or destroyed in course of transit the Buyer will be liable to the Seller to pay the said agreed price with Interest thereon at the rate of Rs... percent from date of despatch till payment.

7.     The Seller shall insure the said goods for the period of transit against the risk of loss or destruction In the name of the Buyer and in the event of loss or destruction, the Buyer will be entitled to the insurance claim subject to the lien of the Seller for the sale price as aforesaid and the Buyer will be liable to accept and pay the bill of exchange drawn on him for the price.

8.     If the Seller fails to despatch the goods as aforesaid within eight days from the date hereof, this contract shall be deemed to be terminated and he will be liable to the Buyer for the difference between the agreed price and the market price at the last date of the despatch period and a sum of Rs... as liquidated damages.

9.     In the event of any dispute arising out of this contract Including any claim by one against the other the same will he referred to arbitration according to the rules and bye-laws of the ... Association.

Sd/- Seller . Sd/- - Buyer.

**Agreement for Sale of Technical Equipment**

This Agreement is made at ... this... day of ... Between M,. A residing at ... hereinafter referred to as 'the Seller' of the One Part and M/s. A B & co. Ltd., a Company registered under the Companies Act. 1956. and having its registered office at ... hereinafter referred to s 'the Company' of the Other Part;

Whereas the Seller has developed and produced a machine for the manufacture of ... and proposes to sell the amend the Company has agreed to purchase the same on 'turn key' basis on the following terms and conditions agreed to between the parties.

Now It Is Agreed Between The Parties Hereto As Follows:-

1.     The Seller agrees to sell and the Company agrees to buy the machine and equipment, the particulars of which are given in the Schedule hereunder written and which is useful in the manufacture of... and which good the Company desires to manufacture.

2.     The said machine and equipment will be delivered by the Seller at his premises at... within two weeks from the date hereof and it will be the responsibility of the Company to transport the same from the said premises to the Company's factory at ... at the Company's cost.

3.     The price of the said machine and equipment Is fixed at Rs. ... out of which the Company shall pay to the Seller a sum of Rs. ... as earnest money and In part payment of the said price before taking delivery of the said machine and equipment and the balance will be paid within a week from the installation of the said machine and equipment at the Company's factory and commencement of operation thereof.

4.     The ownership of the said machine and equipment mill remain vested with the Seller until the full price thereof is paid to him and the title to the said machine and equipment will pass to the Company only after the payment of the price and other moneys payable hereunder to the Seller in full.

5.     The said machine and equipment will he insured by the Company in the sum of atleast Rs.... for the period commencing from the time the same is removed from the Seller's premises until it Is delivered at the Company's factory. The insurance policy will be in the name of the Seller and against the risk of fire, accident and theft. The insurance premium will be paid by the Company and will be deemed to be part f the transport charges.

6.     Before removing the said machine and equipment from the Seller's premises the Company hall keep ready the place in the Company's factory where it is to be installed by providing necessary foundation, electric supply, water supply and other requirements for installing the said machine and equipment

7.     The responsibility of installing the said machine and equipment and putting it into operation will be that of the Seller and the Seller shall make available his Technical experts, mechanics and other required person or persons. All the expenses incurred during the course of installation and commencing operation will be that of the Company Including expenses on account of boarding and lodging and travelling of the personnel of the Seller sent for Installation.

8.     The installation will be completed by the Seller within eight days from the date of the said machine and equipment reach the Company's factory but if the installation is delayed beyond eight days due to default on the part of the Company in supplying all necessary things and in making all arrangements for Installation including supply of electricity labour and other things the Company will be liable to pay in addition to expenses mentioned above, the fees or remuneration required to be paid to the Seller's staff of technical experts, mechanics and others also. If, however, the delay beyond eight days for installation is on account of the Seller, the Seller will bear and pay all such additional expenses.

9.     All the taxes and other charges payable in respect of the said machine and equipment will be on the Company's account.

10.  The Seller shall supply one item of each of the spare parts of the said-machine and equipment free of cost but If-any additional items are required the Company will pay the price thereof separately against delivery.

11.  If the Company fails to pay to the Seller the said balance price and other expenses if any as per the invoice sent by the Seller to the Company, within a week from the time the said machine is installed and put into operation, the Seller will be entitled to cancel this agreement by one week's notice to that effect and in that event the Seller will be entitled to remove the same from the Company's factory. The costs of such removal and transportation from the Company's factory premises to the Seller's said premises will be payable by the Company on demand. If, however, the Seller is not able to remove the said machine and equipment due to any obstruction on the part of the Company or any legal action taken by the Company, the Company will be liable to pay compensation at the rate of -Rs. ... per day until the said machinery is removed by the Seller.

12.  The Seller warrants that the said machine and equipment is free from any mechanical defect in workmanship and quality of the material used therefor under normal use and service. The Seller further guarantees that if the said machine and equipment goes out of order or requires repairs due to any such mechanical defect or in workmanship in the course of one year from installation (being the guarantee period) the Seller will carry out the repairs at his own costs unless the defect is found to be due to improper use or mishandling of the said machine or due to inefficiency or negligence of the staff of the Company working on the said machine in which case the costs of repairs will be on account of the Company.

13.  Any spare parts required to he replaced within a period of one year from the date of installation of the machine will be supplied by the Seller free of cost provided that, if the defect is developed or repairs are required due to any default in electric connection or electric equipment used in connection with the said machine, the Seller will not be liable to remove the defect or carry out repairs free of costs; provided further that, during the said guarantee period the Company will not get the machine repaired or defect removed with the help of the mechanics or technical experts except those sent by the Seller. Similarly, If the repairs are required to be carried out due to any accident in the Company's factory and for which the Seller is not responsible, the Seller will not be liable to carry out the repairs or remove the defect free of costs during the guarantee period.

14.  During the said guarantee period the Seller shall have the right to visit and inspect the said machine and equipment through his technical experts and mechanics so as to keep the same in working condition and the Company shall provide all facilities required in that connection. The Company shall carry out the instructions and directions given by the Seller or his technical experts from time to time. The Company shall also provide sufficient space in its factory for storing and keeping the test equipment and spare parts of the Seller.

15.  The guarantee period mentioned-above will cease to exist if during the said period the Company either sells the said machine and equipment to anybody else or shifts the machine and equipment to any other place in the said factory or otherwise.

16.  If any dispute arises between the parties hereto in respect of this agreement or in connection with any claim by one against the other the same will be referred to arbitration of a common arbitrator if agreed upon failing which, to two arbitrators one to be appointed by each party to the dispute and the arbitration will be governed by the Arbitration Act, 1940.

THE SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF the parties have put their respective signatures hereunder the day and year first hereinabove written.

Signed and delivered by the withinnamed Seller ...

in the presence of ... ...

Signed and delivered for and on behalf of the withinnamed

M/s A B & Co. Ltd., by its Managing Director ...

in the presence of ... ...

 **AGREEMENT FOR SALE**

Indian form

Memorandum of covenant made this ................ day of................

between ........................................ son of .......................................... by caste ................ by occupation.................................................. resident at …………………………………….............. after it called the seller (which expression shall unless excluded by or contrary to the context be considered to include his successors, executors, administrators and agents) of the one part

and................................ son of .................................... by caste ........................... by occupation............... residing at......................................................... hereinafter called the purchaser (which expression shall unless excluded by or contrary to the context be considered to include his successors, executors, administrators, agents and assigns) of the other part:

It is hereby consented by and between the parties as below:

1. The seller consents to vend and the buyer consents to buy the whole premises No.............................. having an area of................................... sq. ft. specially stated and detailed in Schedule hereunder written and after it referred to as said premises as a complete property in fee simple or an property equivalent thereto subject to a good /marketable title being done relating thereof and the property being found free from all encumbrances, attachments, charges and other claims and demands at or costing Rs................................ subject to terms /conditions after it contained.

2. The buyer has this day paid to seller the sum of Rs.................... (Rupees ................................................. as due to earnest money and the remaining of purchase money amounting to Rs. ........................... shall be payable on completing purchase. Simultaneously with execution of this covenant, the seller shall handover to purchaser's solicitor on his receipt all title deeds/other papers and writings including approved building plan with municipal bills concerning the premises and the purchase shall be completed by................ days from the date hereof laid a good marketable title is made out and the seller makes the property free from all encumbrances, claims and demands whatever and not based or any scheme of acquisition or requisition. Time shall for this purpose be considered to the essence of contract.

3. The seller doth hereby consents to reply all reasoned requisitions on title to be made by buyer’s solicitor.

4. If a better marketable title is made out and property is free from all encumbrances, attachments and charges and other claims and demands and ineffective by any notice/scheme of acquisition or requisition, the seller will execute a proper conveyance/conveyances favouring buyer or his nominee /nominees or transferee in which the seller shall make such other person/persons, if any, join, if compulsory , as conveyancing, confirming or assuring party/parties as the case may be to pass and convey an a complete title unto the buyer or to redeem any charge or encumbrance. The seller shall bear and pay all outgoings/reasonability of the property till and including of the date of vending.

5. The seller shall handover peaceful vacant possession of a part of said premises which is occupied by him and remaining by attorning of tenancy to buyer at completion of purchase. In any other portion(s) now occupied by tenants becomes vacant, the seller shall not induct any new tenant/tenants nor permit the same to be otherwise occupied and shall handover vacant possession thereof to buyer.

6. If a better and marketable title is not made out or property is subject to any encumbrances, attachments or charges or other claims or demands, the buyer shall be free to cancel this covenant and seller shall on demand by buyer returned said earnest money with interest @ 15% annually and shall pay to the buyer Rs. ……………............... as decided costs of searches with inquiry of seller title and this covenant as between party and party.

7. If the seller does not or neglects completing sale after the title being made out as state above or otherwise to do any one or more of the duties on his part as here below laid or otherwise according by law, the buyer will be free in enforcing specific performance of agreement by filing lawful proceedings or, opt to sue the seller for recovering money with interest, costs and other reliefs.

8. If the title found good/marketable, the buyer does not complete the purchase by the time stated above the earnest money shall be forfeited to seller or the seller may opt to enforce specific performance of this agreement by the buyer and the buyer will also be liable to pay the costs/expenses of hearings for specific performance.

9. The said premises or any part thereto at present is not affected by Notice/Scheme of Municipality or any other local public authority or body corporate. If it is found as affected prior completing sale, it buyer may opt in canceling this covenant and then the seller shall refund the earnest money to the buyer and also pay his solicitor a sum of Rs. ......................as stated above as decided costs of inquiry of title and of this covenant.

10. The seller shall get the requisite certificate per s, 230A of the Income Tax Act 1961 and approval under s. 27 of the Urban Land Ceiling (Regulation and Control) Act 1976, if compulsory and produce the same for inspecting by purchaser's solicitor.

The Schedule above referred to

In witness whereof the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above-written.

Signed, sealed and delivered by the within-named vendor at Calcutta in the presence of:

Executed by the within-named purchaser at Calcutta in the presence of:

MEMO OF CONSIDERATION

Received of and from the within-mentioned purchaser a sum of Rs. ---------------- as Earnest Money for the within-mentioned agreement for sale by bank draft No. 34, dated ……..for Rs. ---------------- on X Bank Ltd. payable in ……...

Witness:

Received

Signature of the seller

**Agreement for Transfer of Development Rights**

This Agreement made at ................ this ........................ day of ........................, 2000, between M/s XYZ Builders, a firm registered under Indian Partnership Act, 1932, having their office at Bombay, (hereinafter referred to as the Vendors, which expression unless repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, their survivor or survivors and the heirs, executors and administrators of last survivor) of the FIRST PART, ABC Developers Pvt. Ltd. Co., incorporated and registered under the Companies Act, 1956 having their office at .................... hereinafter referred to as "(The Confirming Party", which expression shall unless be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the SECOND PART and M/s. MNP Builders & Developers, a firm registered under Indian Partnership Act, 1932 having their office at ............................ hereinafter referred to as "The Purchaser" which expression shall unless be repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, their survivor or survivors and the heirs, executors and administrators of such last survivor) of the THIRD PART.

Whereas by two deeds of Conveyance all made between …………….of the ONE PART and Vendors of the other respectively (1) dated .................... registered under No.................. dated ................... registered under No................. with the Sub-Registrar at .................... the Vendors purchased different pieces of land bearing No.......... of ................ in the registration Sub-district of District..…………........... admeasuring about ............. sq. mts. (hereinafter referred to as the said "Bigger Plot") and the said ………………….. granted and conveyed unto the Vendors the said bigger plot;

And Whereas the layout named as …………………… Complex in respect of the said Bigger Plot and the Building plans for development inter alia of the said Sector …… Plot by construction of 1 to ….. Buildings thereon have been sanctioned by the Collector of …………… under No .................... on the .................... ;

And Whereas on account of the internal roads of the said layout the said Bigger Plot has been divided into four sub-divided Plots including a sub- divided Plot known as Sector No. …… bearing No............. of ……………........................ and admeasuring about .............. sq. mts. shown by red boundary on the said plan annexed hereto and hereinafter referred to as the said Sector …….. Plot;

And Whereas the full FAR available in respect of the said Sector ….. Plot has not been utilised by construction of the said …. buildings and that there is a scope for construction of additional buildings to consume the full FAR in respect of the said Sector …. plot;

And Whereas the Vendors have engaged the services of M/s. …………………………, Architects & Consulting Engineers for preparation of structural designs and drawings of the said buildings and also if necessary for supervising construction thereof;

And Whereas the fees of the said architect and R C C Consultant for sanction of the said building plans and other charges of and incidental thereto so far as the same relate to the said buildings Nos. 1 to 1 0 have been paid off;

And Whereas the Vendors have engaged the services of M/s. ………………….., Advocates and Solicitors for drafting the agreements for the sale of the flats on ownership basis to be constructed in the said ……………………………, for formation of the organisation of the Purchasers of such flats, for transfer of title in favour of such organisation and for all other legal work in connection with the development of the said ………………………..;

And Whereas by an agreement dated ............... made between the Vendors of the One Part and the Confirming Party of the other part, the Vendors granted rights to the Confirming Party to develop the said Sector ….. Plot by constructing thereon the building Nos. 1 to … with a right to grant Sub-development rights in respect of the said …. buildings in one lot or in different lots as the Confirming Party may desire and for the consideration and upon other terms and conditions therein mentioned;

And Whereas the said agreement dated ................. is valid and subsisting;

And Whereas the Confirming Party has agreed to grant to the Purchasers and the Purchasers have agreed to acquire from the Confirming Party and the said right to construct …………….. on the said Sector ……… Plot on the consideration and upon the terms and conditions hereinafter appearing;

And Whereas at the request of the Purchasers, the Confirming Party has requested the Vendors to enter into direct agreement to grant on behalf of the Confirming Party the right to construct the said building No. …. in the manner hereinafter appearing.

Now this agreement witnesseth and it is agreed by and between the parties hereto as follows:

1.     In pursuance of the agreement and for consideration hereinafter set out on behalf of the Confirming Party, the Vendors hereby grant and the Purchasers hereby agree to acquire the rights to construct the said building No. 8 (hereinafter referred to as "the said building') on Plot of land situate at............................................ admeasuring about ................ sq. mtrs. forming part of the land bearing No. .................. and forming part of the said Sector … Plot contained in the said …………………….. within the limits of …………...................... more particularly described in the Schedule hereunder written and shown by green colour boundary line on the said plan thereof hereto annexed (hereinafter referred to as the said plot) to be developed at their own costs, expenses, risks and responsibilities and as per the said building plans, a print whereof is hereto annexed.

2.     Subject to the Vendors permission obtained in advance in that behalf, the Purchasers shall be at liberty to make amendments, modifications, alterations and variation to the sanctioned building plans, so far as it relates to the said building without in any manner affecting the construction of the other and rest of the buildings to be constructed on the said bigger Plot as also rest of the buildings in the said ……………………………….

3.     Subject to the provisions hereof, the Purchasers shall be at liberty to sell in their own name the dwelling units, flats, tenements and other premises that shall be contained in the said building on ownership basis at the rate and an the terms and conditions which the Purchasers may deem fit and proper.

4.     The agreement whereby the Purchasers shall sell the tenements or any other rights or privileges in the said building shall provide that the same are subject to the terms, stipulations and conditions contained in this agreement.

5.     In consideration of the rights hereby granted to the Purchasers, the Purchasers shall pay an amount at the rate of Rs. .............. per sq. ft. of built up area of the tenements to be contained in the said building. The built up area of the tenements of the said building shall include the area of the balconies. The built up area of the flats in the said building as per the said plans comes to .............. sq. ft. and the consideration payable hereunder in respect thereof on the said area and at the rate aforesaid come to Rs. ......... The said consideration of Rs. .......... shall be paid by the Purchasers to the Confirming Party in the manner as follows:

                      i.        Rs. ............... On the execution hereof to the Confirming Party (the payment and receipt whereof the Confirming Party do hereby admit and acknowledge)

                     ii.        Rs. .............. as part payment on or before the ........... of ...................

                    iii.        Rs. .............. As further part payment on or before the ............ of ..........................,2000;

                    iv.        Rs. .............. Being the balance to the Confirming Party on execution of the conveyance or lease as hereafter mentioned in favour of the organisation of the purchasers of the tenements.

6.     The Purchasers shall not be liable for the expenses already incurred by the Vendors for providing infrastructures for the said building. The Vendors shall not be liable to do any further work to complete or provide any further infrastructures for the said building.

7.     The Purchasers, their successors and assigns will have full and free and perpetual right and liberty for themselves, visitors, agents, tenants, servants, workmen and occupiers for the time being of the building or any part thereof and all other person or persons authorised in this behalf to be on the said building from time to time and at all times hereafter at their or his will and pleasure by night and by day and for all lawful purposes to go, return, pass and re-pass either on foot or with animals, wagons, trucks, vehicles of all kinds, automobiles or other carriages laden and/or unladen through and over the said internal roads shown on the said plan by colour burnt sienna as also to use, utilise and get benefit of the common services and amenities such as water pipes, sewers, drainage, electric cables under the said internal road along with the Vendors and the other person or persons entitled to the same.

8.     The Vendors shall keep the said internal roads unbuilt upon and open to sky forever. The Purchasers or the Developers or the Owners for the time being of the other Sectors and Plots forming part of the said bigger plot shall form a common agency. Such common agency shall maintain and repair the said internal road, the sewers, mains, drains, pipes of connection lines whether electric, water, telephone, gas or otherwise for the purpose of discharge or outlet of sewerage, rain water from the said building or for supply of electric energy, power, water, gas or other facilities or amenities to the Purchasers, their successors or any other person entitled to use the said building or any part thereof.

9.     The Purchasers, their successors and assigns shall and will bear and will pay along with the Vendors for the time being of the other buildings forming part of the said bigger plot proportionately i.e. in proportion which the area of the said building bears to the said other buildings on the said bigger plot, as the case may be, the costs, charges and expenses of repair and maintenance of the said internal road shown by colour burnt sienna on the plan hereto annexed as also of water pipes, drains, sewers, street lights to be laid, erected or put up on the said internal roads and all taxes payable to the Municipality, State Government or any other public body or authority for the land utilised for the said internal roads until the same shall if at all be taken over by the local authorities. The Purchasers shall at their own cost always have a right and liberty to lay and connect all along through and underneath the said internal roads shown in colour burnt sienna the sewers, mains, drains, pipes or connections whether electric, water, telephone, gas or otherwise for the purpose and in connection with the discharge and outlet of sewerage, rain water from the said building or for supply of electric energy, -power, water, gas or other facilities for amenities to the Purchasers, their successors and assigns.

10.  If the taxes and other outgoings in respect of the said building are not separately assessed, the Purchasers shall pay the same proportionately. The Vendors decision in fixing the said proportion shall be final. The Vendors and Purchasers shall not object to the construction of the electric sub-station on any part of the said bigger plot.

11.  The Vendors shall not be entitled to recover from the Purchasers and expenses incurred for sanction of the building plans, the proportionate fees paid to the said architect and RCC Consultant or the fees paid or deposits made with any public body for sanction of the said building plans or for any charge of and incidental to the sanctioning of the said building plans as also the expenses incurred for the development work that the Vendors have carried out for the said Sector ….. Plot.

12.  The Purchasers and the persons claiming through them including the occupants of the said building shall be entitled to the exclusive use of the said plot.

13.  The Purchasers shall in no manner whatsoever be liable to account to Vendors for any money refund or amount received, collected or recovered by them for the sale of dwelling units, flats, and tenements. All moneys received by the Purchasers in that account shall belong to the Purchasers and the Purchasers shall be entitled to appropriate the same to themselves in any manner they like.

14.  The Purchasers will carry out the development work as set out in these presents by constructing the said building and will strictly follow and adhere to all the building rules, regulations and bye-laws.

15.  The Purchasers shall sell and allot the tenements in the said Building on ownership basis with a view ultimately that the Purchasers of the tenements of the said building should subject to the Vendors permission form themselves into a Co-operative Society duly registered under the ………………… Co-operative Societies Act, 1960 or they should incorporate a Limited Company under Companies Act. At the request and direction of the Vendors, the Purchasers shall cause the formation of an organisation of the Purchasers of the tenements of the said building alone along with Purchasers of the tenements of such other buildings in the said Sector ….. plot as the Vendors may desire and upon formation of such organisation, Vendors shall grant absolute conveyance in respect of the land under the buildings of which the said organisation may have been formed, the land appurtenant thereto, the service land required for the same with proper access in favour of such organisation if it is legally possible (same being not sub-divided) if not, the Vendors shall grant the transferable and as signable lease for 99 years at the nominal yearly rent of Re. 1 in respect thereof to such organisation.

16.  Subject to the terms, stipulations and conditions contained herein and subject to the payments of the amounts set out in clause 5 herein, the Vendors hereby hand over possession of the said plot to the Purchasers with authority to construct the said building with the following rights:

a.     To put up and/or erect signboards upon the said Plot, also to issue advertisements including in newspapers as may be deemed fit by the Purchasers announcing construction of the said building by them and to sell the dwelling units, flats, tenements therein on ownership basis;

b.    To commence, carry on and complete in their own name in accordance with the law, the construction of the said building by themselves or through any building contractor, sub-contractor as per the said plan;

c.     To dispose of by the Purchasers in their own names on ownership basis the dwelling units, flats, tenements, premises to be contained in the said building to the persons of their choice, each tenement individually or the whole building on package deal basis;

d.    To enter into in their own names agreements for sale of dwelling units, flats, tenements of the said building on ownership basis at such price and on such terms and conditions as may be deemed fit by the Purchasers;

e.     To apply for and obtain in the name of the Vendors building completion certificate or building occupation certificate including part occupation from time to time in respect of the tenements flats premises of the said building; and with all the rights to which the Purchasers may in law be entitled to on their being in possession of the said Plot.

17.  The agreement by the Purchasers for the sale of flats or tenements on ownership basis in the building to be constructed as stated above shall be in the form hereto annexed and shall provide that the same is subject to the terms and stipulations contained in these presents.

18.  The Purchasers shall be solely responsible to discharge all the obligations created under the provisions of the ……………… Ownership Flats Act in respect of the flats, premises, etc. that will be sold by them on ownership basis. The Purchasers shall remain responsible and liable to construct the said dwelling units, flats, premises, etc. and do all the acts, deeds, matters and things as may be necessary under the agreements that may be entered into for sale of dwelling units, flats, etc. by the Purchasers with different flat purchasers of the same and Vendors shall not remain liable or responsible for such matters. The Purchasers hereby agree to indemnify and keep the Vendors indemnified against all actions, claims, demands, costs, expenses, losses or damages that may arise on account of the non-performance of such obligation or under the provisions of Ownership Flats Act or the Apartments Act or any other Act, rules or regulations that are in force or that may come into force in the future or arising out of violation or non- fulfilment thereof or against the loss or damage that may be caused to any third party or workmen during the course of the construction of the said building.

19.  The Purchasers shall indemnify and keep indemnified the Vendors and the Confirming Party against all losses, damages, claims, actions, prejudice or proceedings from all persons including the Government of ………….., the said Corporation, the purchasers or allottees of dwelling units, flats, tenements, premises, etc. or otherwise howsoever on account of any act or omission on the part of the Purchasers, their agents and servants, that Vendors and Confirming Party may sustain by reason of the Vendors giving possession to the Purchasers as provided herein and to construct the said building and the Purchasers putting up construction thereon of the dwelling units and/or by virtue of contracts, etc. entered into with the Purchasers of the flats and/or arising out of implementation of this agreement.

20.  As and from the date hereof, the Purchasers shall bear and pay proportionate outgoings in respect of the said building, the land under the plinth thereof and land appurtenant thereto including the land revenue, N.A. tax, municipal taxes, betterment charges, if any, etc. and the taxes, if any enhanced by reason of the Purchasers constructing building on the said Plot. It shall be the responsibility of the Vendors to pay all aforesaid outgoings, expenses, levies, etc. previous to that day and the same if necessary be apportioned between the said parties hereto.

21.  The Purchasers hereby accept the Vendors title to said bigger Plot and shall not make any requisition on the Vendor's title to the said building. The Vendors and/or the Confirming Party shall at their own cost remove

a.     any dispute or requisition that may hereafter arise with regard to their title to the said Plot;

b.    obstruction to the development of the said Plot by construction of the building thereon; and

c.     any objection on title that may be taken by any bank/financial institution for grant of loan to the Purchasers of the tenements that may be contained in the said building.

22.  The Vendor shall deliver to the Purchasers notarial certified copies of all the documents of title in their possession and exclusively relating to the said Plot.

23.  The Vendors hereby agree that from and after the date hereof they shall not create any tenancy, sub-tenancy, lease, licence or occupancy right or any other right, title or interest in respect of the said building or any part thereof or concur in doing so and shall not do any act, deed, matter or thing which may prejudice the rights of the Purchasers under this Agreement.

24.  The Purchasers and the persons claiming through them shall have right to use and enjoy along with the other parties entitled to the enjoyment thereof the play- grounds shown by green wash on the said plan and shall also have a right to approach the play-ground over and through the access shown by burnt sienna hatched lines on the said plans.

25.  The Purchasers shall not act or direct Vendors to act in any manner whatsoever whereby the interest of the Vendors is in any manner jeopardised or adversely affected and will indemnify and keep indemnified the Vendors and all persons claiming through them against all actions, claims, demands, costs, expenses, losses or damages that may arise on account thereof or incidental thereto.

26.  The Purchasers are entitled to commence development of the said plot either personally or through any nominee or nominees or contractor or contractors. The development work shall be carried out by the Purchasers at their own risk, costs, consequences and responsibilities.

27.  The Purchasers will construct the said building strictly as per the building rules, regulations and bye-laws as also as per layout conditions of IOD conditions and modifications or amendments that may from time to time be made to the same. The Purchasers shall ensure that no breach of municipal rules and regulations according to which the building plans are approved and also no breach of any other requirements of law is committed by the Purchasers or their nominees or contractor or contractors. The Purchasers shall at their own cost remove or rectify such breach, if any, committed by them. The Purchasers shall indemnify and keep the Vendors indemnified in that behalf.

28.  The sale in pursuance hereof shall be completed by execution of the conveyance or lease as hereby contemplated of the said Plot within 3 years from the date hereof in favour of the Purchasers or their nominee or nominees including a Co-operative Society.

29.  At least 4 weeks before the execution of the conveyance and/or other documents to transfer of the said building with the said land, the Confirming Party shall obtain and cause the Vendors to obtain the certificate under section 230A(1) of the Income -tax Act, 1961, if necessary for registration of said documents of transfer.

30.  The Vendors shall join the Purchasers to obtain permission, if any, required under section 27 of the Urban Land (Ceiling and Regulation) Act, 1976 for transfer of the said building with the adequate portion of the said Plot to the said organisation.

31.  The Purchasers shall retain services of the said M/s. ……………………….., Architects & Consulting Engineers for the purpose of obtaining occupation or completion certificate in respect of the said building and to do all other work of and relating to the construction of the said building to be done by an Architect and shall pay his fees which shall, if any, become due hereafter for that purpose.

32.  The Purchasers shall engage and continue to engage the service of M/s. ………………………, Advocates and Solicitors for the purpose of preparation of the agreement for sale of the flats on ownership basis, formation of the organisation of the flat purchasers and for transfer of the said building with adequate portion of the land in favour of such organisation and for doing all other legal work in connection with the construction of the said building on ownership basis and shall pay their fees for the purpose.

33.  All out of packet expenses of and incidental to this agreement and of the conveyance or writing to be made in pursuance hereof including stamp duty and registration charges thereon shall be borne and paid by the Purchasers alone.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals at ..................... on the day and year first hereinabove written.

The schedule hereinabove referred to

All that pieces or parcels of land or ground lying, being and situates at ................................ admeasuring about .............. sq. mts. forming part of land bearing No. .............. contained in Sector No. …. bearing Nos. .......................... and ............ within the limits of ............................................. and bounded as follows:

On or towards North by

On or towards South by

On or towards East by

On or towards West by

SIGNED, SEALED AND DELIVERED by

the within named Vendors M/s. XYZ Builders

THE COMMON SEAL OF the within

named Confirming Party M/s. ABC Developers Pvt. Ltd.

was hereunto affixed pursuant to its resolution dated

................. in the presence of two of the Directors,

who have in token thereof subscribed in their respective

signature hereunto.

SIGNED, SEALED AND DELIVERED by the within

named Purchasers M/s. MNP Builders and Developers

in the presence of:

WITNESSES;

1.

2.

Received of and from the within named Purchasers a sum of Rs ........... Rupees ........................... only) by their cheque No .......... dated ................... on ................... Bank being the amount payable by them as per clause 5(i) of the agreement hereunto us.

Rs ......................

We Say Received

For ABC Developers Pvt. Ltd

Directors

(Confirming Party)

**Another form of Agreement for Sale of free Hold Property**

This Agreement is made at \_\_\_\_\_\_\_ the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ between A (hereinafter called ‘the vendor’) of the Other Part, whereby it is agreed as follows :

1.     The Vendor shall sell and the Purchaser shall purchase, for the sum of Rs. \_\_\_\_\_\_\_ whereof a sum of \_\_\_\_ has been paid to the Vendor as stakeholders on the signing hereof as a deposit, the freehold property particularly described in the First Schedule hereto (but subject to and with the benefit of the tenancies mentioned in the Second Schedule hereto so far as subsisting.)

2.     The title to the property shall commence with Deed of \_\_\_\_\_\_\_ dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_.

3.     The Purchaser shall deliver the requisitions and objections (if any) in respect of the title and all other matters arising upon the abstract or this agreement to the Vendor’s Advocate within 14 days after the day of the delivery of the abstract and the replies to answers within 7 days after the receipt thereof and in these respects time shall be of the essence of the contract. In default of or subject only to any such requisitions and objections so made the purchaser shall be deemed to have accepted the title.

4.

                       i        If the purchaser shall insist on any requisition or objection of any kind which the Vendor shall be unable or unwilling to remove or comply with the Vendor may (notwithstanding any intermediate negotiations or litigation in respect thereof) give notice in writing to the Purchaser or his Advocate of the intention of the Vendor to rescind this contract unless such requisition or objection shall be withdrawn and if such notice shall be given and the requisition or objection shall not be withdrawn within 7 days after the day on which the notice was sent, this contract shall without further notice be rescinded.

                      ii        The Vendor shall thereupon return to the Purchaser the deposit but without any interest, costs or other compensation or payment whatsoever.

5.     The Purchaser shall admit the identity of the property agreed to be purchased with that comprised in the documents of title offered by the Vendor by a comparison of the description contained in the First Schedule hereto.

6.

                      i.        The property is sold subject to all easements affecting the same.

                     ii.        The property is believed to be correctly described as to quantity and otherwise but if any error, misstatement or omission shall be discovered in the description of the property contained in the First Schedule hereto or in any plan annexed hereto the same shall not annual the same but reasonable compensation shall be allowed by the Vendor or the Purchaser as the case may require in respect thereof and the amount of such compensation shall in case of dispute be settled by two arbitrators or their umpire pursuant to the Arbitration Act, 1940.

7.

                      i.        The Purchaser shall pay the balance of the purchase money on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the office of \_\_\_\_\_\_\_\_\_ the Advocate of the Vendor at which time and place the purchaser shall be completed.

                     ii.        Upon such payment the Vendor and all other necessary parties (if any) shall execute a proper assurance of the property to the Purchaser. Such assurance shall be prepared and (if necessary) stamped by and at the expense of the Purchaser.

                    iii.        The Purchaser paying the balance of the purchase money shall as from the day hereby fixed for completion of the purchase be let into possession or into receipt of the rents and profits and shall pay all outgoing which shall if necessary be apportioned and the balance shall be paid by or allowed to the Purchaser on completion.

                    iv.        If from any cause whatever (other than the willful default of the Vendor) the purchaser shall not be completed on that day the Purchaser shall pay to the Vendor interest on the balance of the purchase money at the rate of \_\_\_ per centum per annum from the day until the actual completion of the purchase but the Vendor shall have the option of taking the rents and profits of the property (less outgoing) upto the date of actual completion instead of the said interest and the Purchaser shall not be entitled to any compensation for the Vendor’s delay or otherwise.

                     v.        Provided that, if delay in completion arises from any other cause than the Purchaser’s own act or default the Purchaser may –

a.     at his own risk deposit the balance of the purchase money at any Bank in the name of the Purchaser or otherwise and –

b.    give notice in writing forthwith of such deposit to the Vendor’s Advocate and in that case the Vendor shall be bound to accept the interest allowed thereon as from the date of such deposit in lieu of the interest or net rents and profits accruing after that date which would otherwise be payable to the vendor under this condition.

8.     The Purchaser shall pay to the Vendor the proportionate part of the premium as from the date of completion of sale on any subsisting policy of fire insurance and shall be entitled so far as the Policy or consent by the insurance office permits to the benefit of such insurance as from the date of completion and the Vendor shall if so required consent to the name of the Purchaser being endorsed on the policy or entered in the books of the insurance office as being interested in the policy but the Vendor shall not give to the Purchaser notice of any premium being or becoming due.

9.     If the Purchaser shall fail to comply with these conditions the deposit shall be forfeited to the Vendor who may thereupon re-sell the premises at such time in such manner and subject to such conditions as the Vendor shall think fit and any deficiency in price which may happen on and all expenses attending such re-sale shall immediately afterwards be paid by the present Purchaser to the Vendor and if not so paid shall be recoverable by the Vendor as liquidated damages.

As witness the hands of the said parties have been put the day and year first above written.

The First Schedule (Particulars of the property)

The Second Schedule (Particulars of tenancies)

Signed by the Vendor

Mr. \_\_\_\_\_\_\_ in the presence of \_\_\_\_\_\_\_\_\_\_\_

Signed by the said Purchaser

Mr. \_\_\_\_\_\_\_\_\_ in the presence of \_\_\_\_\_\_\_\_\_

**Deed in Respect of Leasehold Land**

This Indenture made at .......... the .................... day of ................. 19 ........... between ABC & CO. LTD, a company incorporated under the Companies Act, 1956 and having its registered office at ……….................. (hereinafer called "the Vendors" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART and XYZ & CO. LTD, a company incorporated under the Companies Act, 1956 and having its registered office at .......................... (hereinafter called 'the Purchaser" which expression shall unless repugnant to the context c, meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

Whereas by an Indenture of sale (hereinafter called "the said sale deed") dated the ...................... (and registered with the sub-registrar of Assurances at ................. under Sr. No ................ of on the ....................... of. .......... of Book No. 1) and made between Shri X and Shri Y of the one part and the vendors of the other part the said X and Y conveyed unto the vendors, its successors and assigns all those pieces or parcels of land or ground situate lying and being at village ................ in .................. in the Registration District and sub-District of ..................... ............. admeasuring ................. acres and more particularly therein described and delineated on the plan annexed thereto being thereto shown surrounded by red-coloured boundary line (whereof the land more particularly described in the First Schedule hereinunder written and intended to be hereby assigned and transferred constitutes a portion) for the term of .................. years from the ................... at the monthly rent of Rs .................... payable on the ……………………….day of each and every English calendar month and subject to the covenants and conditions thereon contained and on the part of the lessee to be performed and observed as therein provided.

And Whereas by a Deed of Confirmation dated the ..................... (and registered with the Sub-registrar of Assurances at Bombay under Sr. No. of ........................ on the ................... day of

………………….. Book No. 1) and made between ................ as administrator of the estate and

effects of the said ........………………… of the one part, the vendors of the other part the said ................................... did thereby adopt, ratify, confirm and assure the said Lessee in favour of the vendors.

And Whereas the Vendors have sub-divided the entire area of ... ....... ... acres demised ........................... by the said lease into several plots (including plot Nos . ..... and ........... more particularly described in the First Schedule hereunder written and intended to be hereby assigned and transferred) with common roads, etc. and had the layout duly approved by the Municipal Corporation of………………………………..

And Whereas by an Agreement for sale dated the and made between the vendors of the one part and the purchaser of the other part, the vendors have agreed to sell and the purchaser has agreed to purchase the said plot Nos . ................ and consisting of ......................... flats when completed free from all encumbrances at or for the price to be calculated at the rate of Rs ....................... per sq. ft. of the actual total built-up area thereon as might be by measurement as provided therein.

And Whereas pursuant to clause 2(9) of the said Agreeent to, sale, a sum of Rs . .......................... became payable by the purchaser to the vendors pon the execution thereof while the balance of the price calculated as aforesaid is payable to the vendors by the purchaser by instalment. in the manner set out in the Third Schedule thereunder written.

And Whereas the purchaser accordingly paid to the vendors the sum of Rs . .......................... on the ............ day of .................. as earnest money.

And Whereas the purchaser has also subsequently made further ) payments to the vendors under the provision in that behalf contained in he Third Schedule to the said agreement for sale as hereunder -mentioned, that is to say-

Rs . ............................. on the .............. day of ......................

Rs . ............................. on the .............. day of ......................

Rs . ............................. on the .............. day of ......................

Rs . .............................. on the .............. day of ......................

Rs . ............................. on the .............. day of ......................

And Whereas the said six buildings have at the date hereof been Instructed by the vendors upto the plinth thereof.

And Whereas for the purpose of stamp duty the value of the said leasehold land together with the building erections and structure is estimated to be Rs . ............... (Rupees ..................................... ).

And Whereas the Deputy Collector and Competent Authority (ULC) . ................... appointed under the provisions in that behalf contained in the Urban Land (Ceiling & Regulation) Act, 1976 has given his permission to the vendors to assign and transfer by way of sale the said land with the six buildings thereon to the purchaser as is evidenced by his order No .................... dated .................. day of .............. addressed the vendors, a copy of which has been set out in the Third Schedule hereunder written.

And Whereas it has been agreed that the vendors shall retain the deeds and documents comprised in the Second Schedule hereunder written which relate to the plots of land intended to be hereby assigned and transferred as also to the other plots of land retained by the vendors and shall enter into such covenants with the purchaser with regard thereto as are hereinafter contained.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for sale and in consideration of the sum of Rs ....................... (Rupees ........................................... ) paid on the ........... day of ....................... as deposit or earnest money as hereinabove recited and of the further sum of-

Rs . ........................ only paid on the ................. day of .................

Rs . ......................... only paid on the ................. day of .................

Rs . ......................... only paid on the ................. day of .................

Rs . ......................... only paid on the ................. day of .................

Rs . ......................... only paid on the ................. day of .................

Rs . ......................... only paid on the ................. day of .................

respectively by the purchaser to the vendors (the receipt of which said sums including the earnest money the vendors do hereby admit and acknowledge and of and from the same and every part thereof for ever acquit, release and discharge the purchaser) and the balance of Rs ...................... (Rupees ................................... ) or thereabouts hereafter payable as provided in the Third Schedule to the said agreement for sale making together the sum of Rs ..................... or thereabouts being the full consideration money agreed to be paid as aforesaid. They the Vendors DO HEREBY ASSIGN, TRANSFER and unto the purchaser ALL THOSE pieces or parcels of leasehold land or ground constituting plot Nos ..................... and ................ of the sanctioned layout and sub-division admeasuring .............. sq. yards equivalent to .................. sq. meters bearing survey No .............. (part), Hissa No ....................... of village in the registration Sub- District and District of .................. and more particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed being thereon surrounded by red coloured boundary lines being a portion of the land demised by the said lease together with all courtyards areas, compounds, sewers, drains, ditches and fences, trees, plants, shrubs, ways, paths, passages, common gullies, well, water, water-courses, rights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said leasehold land or ground belonging or in anyway appertaining and with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong and be appurtenant thereto and all the estate right, title, interest, property claim and demand whatsoever at law and in equity of the vendors in to, out of or upon the said leasehold and hereditaments and premises or any part thereof TO HAVE AND TO HOLD all and singular the said leasehold land, hereditaments and premises and all other the premises hereby assigned and transferred or intended or expressed to be with their and every of their rights, members and appurtenances (all of which are hereinafter called the said "leasehold premises") UNTO AND TO THE USE and benefit of the purchaser, its successors and assigns henceforth for all the residue now unexpired of the term of ninety-eight years and the renewal or renewals thereof SUBJECT to the covenants and conditions contained in the said lease so far as the same relate to the said leasehold premises and henceforth on the part of the purchaser as the lessee thereof to be observed and performed and subject further to the payment of all rents, rates, charges, assessments, dues and duties now chargeable upon the same or hereafter to become payable in respect thereof to Government, the Municipal Corporation of .............. or any other local or public body or authority in respect thereof.

AND THIS INDENTURE FURTHER WITNESSETH that in further pursuance of the said agreement for sale and for the consideration aforesaid they the vendors DO HEREBY GRANT, CONVEY, TRANSFER AND ASSURE unto the purchaser all those the buildings, erections and structures erected and standing or being erected thereon together with all sewers, drains, ditches, assessments, profits, privileges, rights, members and appurtenances whatsoever thereto belonging or in anyway appertaining and with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto and all the estate right, title, interest, property, claim and demand whatsoever at law or in equity into out of or upon the said buildings, erections and structures or any part thereof to have and to hold the said buildings, erections and structures hereinbefore expressed to be hereby granted, conveyed, transferred and assured with their appurtenances (all hereinafter called the said freehold premises) unto and to the use of the purchaser for ever subject nevertheless to the payment of all rates, taxes assessments, dues and duties now chargeable upon the same or which may hereafter become payable to Government, the Municipal Corporation of .................. or to any local or public body or authority in respect thereof.

AND THE VENDORS DO HEREBY COVENANT with the purchaser, its successors and assigns that notwithstanding any act, deed,

or thing by the vendors or any person or persons lawfully or equitably claiming from, under or in trust for the vendors done, executed, omitted or knowingly suffered to the contrary the said lease is now valid and subsisting and not in anyway forfeited, surrendered or become void or voidable and that the covenants and conditions on the part of the vendors by and in the said lease reserved and contained have been duly performed and observed upto the date of these presents and that notwithstanding any such act, deed or thing as aforesaid the vendors now have good right, full power and absolute authority to grant, assign and transfer the said leasehold premises hereinbefore assigned and transferred or expressed so to be and to grant, convey, transfer and assure the said freehold premises unto and to hereinbefore granted, conveyed, transferred and assured or expressed so to be unto and to the use of the purchaser in manner aforesaid and that it shall be lawful for the purchaser from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said leasehold premises hereinbefore assigned and transferred or expressed so to be and the said freehold premises hereinbefore granted, conveyed, transferred and assured or expressed so to be with their respective appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any lawful eviction, interruption, claim or demand whatsoever from or by the vendors or from any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendors well and sufficiently saved, defended, kept harmless and indemnified by, from and against ail former and other estates, title, charges and encumbrances whatsoever either held or to be hereafter had, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them and that the vendors and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said leasehold premises hereinbefore assigned and transferred and the said freehold premises hereinbefore granted, conveyed, transferred and assured or any of them or any part thereof by, from, under or in trust for the vendors shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances, assignments and assurances in law whatsoever for the better, further and more effectually assuring the said leasehold premises and the said freehold premises or any of them or any part thereof unto and to the use of the purchaser in manner aforesaid as shall or may be reasonably required by the purchaser. AND THIS INDENTURE ALSO WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the premises the vendors do for themselves, their successors and assigns with intent to bind so far as they can all persons into whose hands the said deeds and writings comprised in the Second Schedule hereunder written shall come FURTHER COVENANT with the purchaser, its successors and assigns that they the vendors shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser or any other person or persons lawfully or equitably claiming through or under the purchaser any estate or interest in the said leasehold premises hereinbefore assigned and transferred, produce or cause to be produced to the purchaser or other, the person or persons or their solicitors or agents at any trial, hearing, commission or examination or otherwise as occasion shall require all or any of the said deeds and writings comprised in the said Second Schedule hereunder

written (which relate as well to the said leasehold premises as also to other land and premises belonging to the vendors and the possession of which is retained by the vendors) for the proof, defence and support of the title of the purchaser, its successors and assigns or any such other person or persons as aforesaid to the said leasehold premises more particularly described in the First Schedule hereunder written and hereinbefore assigned and transferred or any part thereof and will permit the same to be examined, inspected or given in evidence and will also at the like request and at the cost of the purchaser, its successors and assigns or any other person or persons as aforesaid deliver or cause to be delivered to it such attested or other copies or abstracts of or extracts from the same deeds and writings respectively or any of them as it may require and shall and will in the meantime unless prevented as aforesaid keep the same deeds and writings safe, unobliterated and uncancelled provided always and it is hereby declared that in case the vendors or their successors and assigns shall deliver the said deeds and writings or any of them to any future purchaser or purchasers of any of the hereditaments to which the same may relate or to any other person or persons for the time being entitled to the custody of the said deeds and writings and shall thereupon at their own cost and charges procure such purchasers or purchaser persons or person to other into a covenant with the purchaser, its successors and assigns. similar in all respects to the covenant hereinbefore contained then and in such case and immediately thereupon the last mentioned covenant shall cease and become and be null and void so far as regards the deeds and writings to which the said substituted covenant shall relate.

AND THE PURCHASER DOTH HEREBY COVENANT with the vendors that the purchaser shall and will at all times hereafter during the continuance of the said term granted by the said lease and the renewal or renewals thereof observe and perform the covenants and conditions contained in the said lease in so far as the same relate to the said leasehold premises and henceforth on the part of the purchaser as the lessees thereof to be observed and performed and will at all times hereafter keep the vendors effectually indemnified from and against the observance and performance of the said covenants so far as the same relate to the said leasehold premises and all actions, proceedings, costs, damages, expenses, claims and demands whatsoever which may be incurred or sustained in respect thereof by reason of or on account of the breach or non-observance or non-performance of the said covenants and conditions or any of them.

IN WITNESS WHEREOF the vendors and purchaser have caused their common seals to be hereto affixed the day and year first hereinabove written.

The First Schedule above referred to

(Description of Property)

The Second Schedule above referred to

(List of title deeds)

The Third Schedule above referred to

Permission under Urban Land (Ceiling & Regulation) Act

WITNESSES The Common Seal of the within named vendors Saurabh and Gaurav Co Pvt Ltd was hereunto affixed

pursuant to the Resolution of its Board of Directors passed on the day of ................................ in the

presence of Mr ................................ a Director of the Company who has signed these presents in token thereof in the presence of ..................................

The Common Seal of the within named Purchasers Puliani Paper Manufacturing Co Ltd was hereunto

affixed pursuant to the Resolution of its Board of Directors passed on the ......................... day of ................... in the presence of Mr ................... and Mr ............................... Directors of the company who have signed these presents in token thereof in the presence of:

Received of and from the within named purchaser Puliani Paper Mfg Co Ltd the aggregate sum of Rs ............ (Rupees ............................ ) as and on the dates within mentioned the balance being hereafter payable to us as provided in the Third Schedule to the within recited Agreement for sale ...................... Rs .................

We say received

Vendors

**Deed of a House**

This Indenture of sale made on this the .................... day of ....................... one thousand nine hundred and ninety-two between Shri X, son of Shri Y, resident of .................................................... hereinafter called the Vendor (which expression shall include wherever applicable his heirs, executors, legal representatives and assigns) of the ONE PART and A, son of 8, resident of ................................... hereinafter called the purchaser (which expression shall include wherever applicable his heirs, executors, legal representatives and assigns) of the OTHER PART.

Whereas one Shri............................. had by means of a deed of conveyance dated .................. and registered as No................in Book No .................. Volume .................... on pages ..................... in the office of Joint Sub-Registrar at .................. had acquired the estate which was commonly known as ........................ and thereafter had constructed new houses on the open land and named the same as .................. ; and

And Whereas on the demise of the said Shri ............................ Shri .................... son of .................. resident of ....................... had acquired the said premises by means of the last will and testament of the said Shri ...................... dated .................. and registered as No. ................... in the Book No. ........... Volume ................ pages ............... in the office of the Joint Sub-Registrar . .................. on .............................. ; and

And Whereas the said Shri ............... sold out the entire estate to Shri .............. jointly with Shri ...................... by means of a sale deed dated .......................... Registered as No.......... of ................. in Book No .............. Volume No ................... on pages ................ in the office of the Joint Sub-Registrar, ……………. on the ..................... ; and

And Whereas the said Shri ..................... jointly with Shri ................ sold out the entire estate to Smt ..................... and Shri .................... by means of a sale deed dated ................ Registered as No . ............. in Book No . ................... Volume .............. on pages .................... dated ..................... in the office of Joint Sub-Registrar, …………….; and

And Whereas the said Smt............... and Shri .......................... jointly sold a portion of the said estate (approx. about .............. acres) to Smt. ...................... wife of ................................. and Shri............................. son of late ................................ resident of ............................. by sale deed dated registered as No. .......... in Book ................. Volume No. ................. pages ................... in the office of Joint Sub-Registrar. .................. ; and

And Whereas the said Smt ...................................... and Shri ............................. jointly sold other portion of the said estate (approx. about 3.50 acres) to Smt .............................. wife of ............................... and Shri .................................. son of late ................................ resident of ....................................... by a sale deed dated ..................... registered as No ........................ in Book No ................... Volume No .................... in the office of Joint Sub-Registrar . .................. ; and

And Whereas the said Smt ........................... and Shri ................................. jointly sold the entire property under their ownership admeasuring approx. 3.50 acres to the Vendor by sale deed dated ............................ registered as No ................... Book NO ........ Volume No ......... pages .................... in the office of Joint Sub- Registrar, …………; and

And Whereas Smt ........................... and Shri .............................. also jointly sold the property to Vendor under their ownership admeasuring about ..................acres by sale deed dated ...................... registered as No .............. Book No ................ Volume No . ................... pages ..................... on .................... in the office of Joint Sub-Registrar . .................. ; and

And Whereas the Vendor herein has become absolute owner of the total extent of .................. acres and the building constructed thereon more particularly described in the Schedule hereunder; and

And Whereas the said property was renamed as ………………. and at the request of the Vendor the change of name was also recorded in the records of Municipal Board ..................;

And Whereas the Vendor has offered to sell the said 7.00 acres of land, bearing plot No ............. situate on ..................... known as ........................... together with a building bearing No ............................ Road, …………., and the Purchaser has agreed to purchase the said property more particularly described in the schedule hereunder and delineated in the plan attached hereto and coloured red thereon for a total sale consideration of a sum of Rs ............. (Rupees .................................. only).

**Now this indenture of sale witnesseth as under**

That in pursuance of the said agreement and in consideration of the said sum of Rs . ................... (Rupees ............................. only) paid by the Purchaser herein unto the Vendor before execution of these presents (the receipt of which sum the Vendor doth hereby acknowledge as the full consideration) the Vendor doth hereby grant, convey, and assign by way of absolute sale unto the Purchaser all those pieces and parcel of land admeasuring .................. bearing plot No.................... popularly known as ……………….. situated at .................................. along with the building constructed thereon bearing municipal No . .................. more particularly described in the Schedule herein and delineated in the plan attached hereto and coloured ......................... thereon together with building fixtures, etc. with all the estate, right, title and interest of the Vendor herein together with all other rights, easements, advantages, privileges and appurtenances whatsoever in the said piece and parcel of land to have and to hold the same unto the Purchaser herein absolutely for ever and absolutely free from all encumbrances, claims, demands, attachments and charges of all claim but subject however to the payment of all Government assessment and other taxes payable to the Government or any other local Authorities in respect of the said land and property more particularly described in the Schedule hereunder and delineated in the plan attached hereto and coloured................... thereon together with all ways, waters, watercourses thereto, whatever in the said piece or parcel of land more particularly described in the Schedule hereunder and hereby conveyed, the Vendor covenant and confirm that all rents, rates, taxes, assessment dues, duties on the said property have been paid by them upto and including the date of these presents and further covenant that should any rates, taxes, dues and duties be found payable upto date, the same shall and will be paid by him; and

AND WHEREAS the Vendor doth hereby covenant with the said purchaser that he, the Vendor have good right, title, interest and full power to grant, convey and assign the said piece and parcel of property more particularly described in the Schedule hereunder and delineated in the plan attached hereto and coloured....................... thereon in the manner aforesaid and that the said property is free from all encumbrances, claims, demands and other court attachments and that the Purchaser may quietly enter into and enjoy the same, the rents and profits of the said property without any lawful interruption, claims, demand or disturbance whatsoever from the said vendor or any other person or persons claiming through, under or in trust for the said Vendor. And that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendor and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles and charges and/or encumbrances whatever had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them with the vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest in law or in equity in all said property hereby assigned, transferred or any part thereof by, from or in trust for the vendor or his successors, assigns and representatives shall and will from time to time.

AND the Vendor doth hereby covenant with the Purchaser that notwithstanding any act, deed, matters or things whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for him, made, done, committed or knowingly or willingly suffered to the contrary, his right, title or interest to the said property not becoming void or voidable or the Vendor doth hereby covenant with the Purchaser that there is no mortgage, charge or lien or other encumbrances on the said property and the Vendor doth hereby further covenant with the Purchaser that the Purchaser, its visitors, servants, agents and licences from time to time and at all times hereafter by day and night at its or their free will and pleasure for all purposes connected with the use and enjoyment of the said property hereby conveyed, and assured or expressed so to be to go to return, pass and re-pass with or without vehicles of all descriptions (including mechanically propelled vehicles) laden or unladen and with or without animals over the common road and the Vendor declare that he has handed over to the Purchaser all documents of title relating to, belonging to or connected with the said property and the Vendor declare and confirm that he does not have any other document of title and should he come in possession of any evidence or document of or relating to title, he shall and will hand over or cause to be handed over to the Purchaser or any person claiming through or under the Purchaser.

AND, lastly the Vendor doth hereby confirm that he had handed over to and placed the Purchaser in possession of the said property hereby granted, conveyed, transferred and assigned unto the Purchaser.

AND THE VENDOR DOTH HEREBY FURTHER COVENANT with the said Purchaser that whenever reasonably required by the said Purchaser and at the cost of the Purchaser, the Vendor will do sign and execute all other acts, deeds and writings for further and better assuring the said land and properly more particularly described in the Schedule hereunder and hereby conveyed to the said Purchaser.

IN WITNESS WHEREOF the Vendor has hereunto set his hand to this Indenture of sale on the day, month and year first above herein written.

Schedule of the property above referred

All that piece or parcel of land or ground bearing plot No . ........... situate at ............ admeasuring .............. acres or thereabouts along with the building bearing Municipal No ............... of ................... .............., popularly known as ............. marked A, B, C, D, E, F, G and delineated by the red colour in the site plan annexed hereto, within the Registration District of

.............. and bounded as follows:

North

South

East

West

Signed and delivered by Shri .............................

the within named Vendor

RECEIVED the day and year first hereinabove written of and from the within named Purchaser a sum of Rs ............ (Rupees .................. only) being the full consideration money as within mentioned payable by it to us.

Rs ................................

I say received.

Date:

(Vendor)

**Deed of Apartment**

This Indenture made at .................. this ................ day of ................. 2000, between A, son of ........................... resident of ...................... hereinafter called the Vendor of the ONE PART and Shri B, son of .............................. resident of .............................. hereinafter called the Purchaser of the OTHER PART.

Whereas the Vendor is absolutely seized and possessed of the land and premises bearing Plot No. .................... situated at ……….................. and hereinafter called the said land, more particularly described in the First Schedule hereunder written.

And Whereas the Vendor has constructed four buildings on the said land in accordance with the plan approved by .................... Municipal Corporation, a copy of which is annexed hereto (at Annexure I) and thereon shown as building Nos. A, B, C and D.

And Whereas the buildings consists of 80 residential apartments and the Vendor has agreed to sell residential apartments in the said buildings to different purchasers and proportionate undivided share and interest in the said land.

And Whereas the Vendor has agreed to sell and the Purchaser has agreed to purchase the proprietary rights in the apartment No. ................. on the ............... floor of building No. A, more particularly described in the second Schedule hereunder written long with an undivided 1180th ;hare of interest in the said land, described in the First Schedule Hereunder written for a price of Rs................ out of which the Purchaser has paid Rs. .................. as earnest money and part payment of the said purchase price.

And Whereas the Vendor has completed the construction of the buildings and obtained completion and occupation certificates in respect of the buildings from the .................... Municipal Corporation.

And Whereas the Purchaser has paid all amounts payable to the Vendor in respect of the apartment and Vendor has handed over the possession of the Apartment No ..................... on the ................ floor of the building No. A to the Purchaser on ....................

And Whereas the Purchaser has satisfied himself about the title of the Vendor in respect of the said land and M/s............. Solicitors and Advocates ........................ have certified the title of the Vendor vide Title Certificate dated ....................... a copy of which is annexed hereto at Annexure 11.

And Whereas the Purchaser declares that he has inspected the plans and specifications of the buildings and a copy of the floor plans of the building filed under section ………… of the .................... Apartment Ownership Act, 1970 and a Certificate of Architect as required under section 7(1) of the said Act have been annexed hereto and marked C and D respectively.

And Whereas the Vendor has submitted the said buildings known as ............ Apartment together with the said land to the .................... Apartment Ownership Act, vide the declaration dated …………. as required under section …. of the .................... Apartment Ownership Act, 1970 and lodged the same for registration under SL. No. ................... dated ................... of Book No. 1 under the Indian Registration Act, 1908 and true copy of the same has been filed with the Registrar of Co- operative Societies being the competent Authority under the .................... Apartment Ownership Act on .................

And Whereas this Deed of Apartment is being executed in terms of section …….of the .................... Apartment Ownership Act.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of Rs. ................ (Rupees .............................. only) paid by the Purchaser to the Vendor before the execution of these presents (the receipt whereof the Vendor hereby admits and acknowledges) the Vendor hereby grants, transfers, conveys and assures unto the Purchaser ALL THAT the undivided ………th shares or portion in the land bearing Plot No ..................... situated at ....................................................... more particularly described in the First Schedule hereunder written and the proprietary rights in Apartment No. ................... on ................ floor and delineated on the plans thereof annexed hereto at Annexure Ill and thereon shown surrounded by red coloured boundary line, in the building No. A of the .................. Apartments, which said apartment is more particularly described in the Second Schedule and hereinafter referred to as the said Apartment TOGETHER WITH ……..th undivided interest appurtenant to the said Apartment in the common areas and facilities of the said land.

And Together with all the courtyards, areas, compounds, sewers, drains, ditches, fences, trees, plants, ways, paths, passages, common gullies, wells, waters, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances thereto or at any time heretofore usually held, used, occupied or enjoyed or reputed or known as part or members thereof AND ALSO ALL the estate right, title, interest, benefit, claim and demand whatsoever both at law and in equity of the Vendor into out of or upon the ……….th undivided share in the said land and in the said Apartment and the other premises hereby granted as aforesaid are hereinafter referred to as "the said premises".

And To Have And Hold the said premises hereby granted, conveyed, transferred and assured or intended so to be with their and every of their rights, members and appurtenance unto and to the use and benefit of the Purchaser for ever to be held as heritable and transferable, subject to the provisions of the .................... Apartment Ownership Act, the said Declaration dated ...................... and the bye-laws of the condominium and rules and regulations and subject to the payment of all rents, rates, assessments, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Government of ...................., Municipal Corporation of ...................., and any other public or statutory authority AND THE VENDOR hereby for himself, his executor, and administrators covenant with the Purchaser that he has in himself good right, power and absolute authority to grant, transfer, release and assure the 1180th share in the said land and the said Apartment No . ............... in Building No. A unto and to the use of the Purchaser free from all encumbrances AND that the Purchaser shall and may at all times hereafter peaceably and quietly enter upon, hold, occupy, possess and enjoy the said premises hereby granted, conveyed, transferred and assured and enjoy exclusively the said premises hereby granted, transferred, conveyed and assured so to be with the said appurtenances and receive the rents, income and profits thereof and of every part thereof for his own use and benefit without any suit, eviction, interruption, obstruction, claim and demand whatsoever from or by the Vendor, his heirs, or any of them or any person or persons lawfully or equitably claiming under or in trust for him or them or any of them AND the said premises are free from encumbrances and the Vendor shall keep harmless and indemnify the Purchaser of, from and against all former and other estates, titles, charges and encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for the Vendor AND FURTHER THE Vendor, his heirs, executors and administrators shall and will from time to time and all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters conveyances and assurances in law whatsoever for the better and more perfectly assuring the said apartment and every part thereof unto the use of the Purchaser in the manner aforesaid as by the Purchaser, his heirs, executors, assigns or his counsel shall be reasonably required AND FURTHER the Vendor doth hereby covenant with the Purchaser that unless prevented by fire or inevitable accident, the Vendor will upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced from time to time or at all times hereafter to the Purchaser or his Advocate or at any trial, commission, examination or otherwise as occasion shall require all or any documents mentioned in the Third Schedule hereunder written for the purpose of showing his title to the said land described in the First Schedule hereunder written and will furnish to the Purchaser and every such other party or parties as aforesaid such true copies or extracts of and from the said documents or any of them as the Purchaser or such other party or parties may require and will in the meantime keep the said documents safe, uncancelled and undefaced AND IT IS HEREBY DECLARED AND AGREED that if the Vendor delivers the documents of title hereinbefore covenant to be produced or any of them to any person or persons lawfully entitled to the custody thereof, the Vendor shall thereupon enter into with and to deliver to the person or persons for the time being entitled to the benefit of the covenant for production hereinbefore contained and furnishing copies of the said documents which shall have been so delivered up, similar to the covenant hereinbefore contained and thenceforth the covenant hereinbefore contained shall become void so far as relates to the documents covenanted with the Vendor.

AND THE PURCHASER for himself, his executor and administrators doth hereby covenant with the Vendor and other co-owners of the other units in the said buildings that the Purchaser shall abide by the bye-laws of the said condominium and shall pay his proportionate share of ,expenses and shall use the said apartment for residential purpose only and he the Purchaser shall not ask for a partition by metes and bounds of the said land and shall not do any act which would jeopardise the safety or soundness of the property or reduce the value thereof and shall not make any alteration, change or make addition in or to the apartment without the previous consent of all other apartment owners in the said condominium in writing.

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

First Schedule above referred to

Second Schedule above referred to

Third Schedule above referred to

Annexure I

Annexure II

Annexure Ill

Signed and delivered by the within named Vendor

Signed and delivered by the within named Purchaser

WITNESSES;

1.

2.

**Deed of Conveyance by Mortgagee**

This Deed is made at ........... this .......... day of ... ..... between Mr. 'A' being the partner of the firm of M/s. A B C & Co. carrying on business at .......... hereinafter referred to as 'the Vendor' of the One Part and Mr. 'X' residing at ....... hereinafter referred to as 'the Purchaser' of the Other Part.

Whereas one Mr. Y (hereinafter referred to as the Mortgagor) was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situated at …………........ and more particularly described In the Schedule hereunder written.

And Whereas by a Deed of Mortgage dated the ....... day of ....... and made between the said Mortgagor and the partnership firm of M/s. A B C & Co. consisting of the said Mr. A, Mr. B and Mr. C as partners (therein referred to as the 'Mortgagees') and registered at the office of the Sub Registrar at ....... under Serial No ...... of Book No. 1 on the day of ........ the said Mortgagor, in consideration of the sum of Rs ......... lent and advanced by the said Mortgagees, to the Mortgagor, granted and conveyed the said land and premises and other the premises therein mentioned TO HOLD the same unto and to the use of the Mortgagees subject to the covenant for redemption therein contained and on the terms, powers and provisions therein provided.

And Whereas the said Deed of Mortgage, inter-alia provided that in the event of the Mortgagor failing to pay Interest on the said principal sum regularly or making default in paying the principal amount on the due date therein provided or committing breach of any term or condition or provision therein contained, the Mortgagees will be entitled to call back the amount due to them as if the due date had expired and in that event to sell the said land and premises by public auction without the intervention of the Court under the power given to them In terms of 8. 69 of the Transfer of Property Act, 1882.

And Whereas the said Deed of Mortgage also. Inter-alia contained a joint account clause' under which it has been provided that any one or more of the Mortgagees who will be available in the Town of .......... will he entitled to exercise any of the powers given to the Mortgagees including the power of sale and any receipt or deed of reconveyance on repayment of the amount or any deed of conveyance on sale of the said mortgaged property signed by any one of the Mortgagee will be valid as if it was signed by all and as if the other Mortgagees had appointed him as their constituted attorney.

And Whereas the Mortgagor failed to pay interest regularly and to pay the Mortgage amount on the due date and the Mortgagees therefore, through their Advocate's notice dated ....... called the Mortgagor to pay the amount due to them being the amount of Rs............. for principal and interest accrued thereon to the Mortgagees.

And Whereas the Mortgagor failed to pay to the Mortgagees the said amount even after the statutory period of the said notice expired and Interest of more than Rs. 5001- was also due and payable by the Mortgagees.

And Whereas the Mortgagees. therefore, in exercise of the power of sale auction contained in the said Deed of Mortgage as aforesaid put up the said property for sale by public auction through M/s…………....... auctioneers on the day .......... of .......... and at such auction sale, the Purchaser herein was the highest bidder for the sum of Rs. ........ and his bid was accepted and the Purchaser paid to the Mortgagees through the said auctioneers a sum of Rs ......... as advance or earnest.

And Whereas the Purchaser has examined the title in terms of the particulars and conditions of sale and has requested the Mortgagees to execute this deed of conveyance in his favour.

And Whereas the said Vendor is the only Mortgagee and partner of the firm of M/s. A B C & Co. now present, in the town the others having gone outside for business or otherwise and are not available at present and the Vendor is entitled to execute this deed for self and on behalf of the other partners of his said Firm under the circumstances aforesaid.

And Whereas for the purposes of stamp duty the consideration /market value is fixed at Rs ........

Now This Deed witnesseth that pursuant to the premises and In consideration of the said sum of Rs ........ paid by the Purchaser as earnest money as aforesaid and the ....... sum of Rs ........ paid by the Purchaser on the execution hereof (receipt whereof the Vendor doth hereby admit for self and on behalf of the other Mortgagees) He the Vendor as such Mortgagee and for self and on behalf of the other Mortgagees and as their duly constituted attorney doth hereby grant and convey the said land and premises described in the Schedule hereunder written and all other the premises granted and conveyed by the Mortgagor to the Mortgagees by the said Deed of Mortgage and all, the right, title and Interest, claim and demands of the Mortgagees under and by virtue of the said Deed of Mortgage Into and upon the said land and premises being the mortgaged premises TO HAVE AND TO HOLD the same unto and to the use of the Purchaser absolutely freed and discharged of all the moneys due and the right. title and Interest and claims of the Mortgagees under the said Deed of Mortgage but subject to the payment of all taxes, assessments, dues and duties payable to the Government or Municipal Corporation or any other local authority in respect of the said premises And the Vendor doth hereby covenant for self and on behalf of the other Mortgagees that the Mortgagees have not done or caused to be done any act, deed or thing whereby they are prevented from selling the said Mortgaged property as aforesaid and executing these presents in manner aforesaid.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

Signed and delivered by the

withinnamed Vendor Mr. A for self and on behalf

of the withinnamed Mortgagees in the presence of ...... .........

**Deed of Conveyance in Favour of Mortgagee**

This Deed of Conveyance is made at ........ this ....... day of .... between Mr ........ A' residing at ........ hereinafter referred to as 'the vendor' of the One Part, and Mr 'B' residing at ........ hereinafter referred to as 'the Purchaser' of the Other Part.

Whereas the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situate at ........ and more particularly described in the Schedule hereinafter written.

And Whereas by a Deed of Mortgage dated the ........ day of ........ made between the Vendor (therein called the Mortgagor) of the One Part and the Purchaser (therein called the Mortgagee) of the Other Part and registered at the office of the Sub Registrar at ........ under serial No ......... of Book No. 1 on the ..... day of ........ the Vendor, in consideration of the sum of Rs ........ lent and advanced by the Purchaser as Mortgagee, granted and transferred the said land & premises into the Purchaser as Mortgagee as therein mentioned subject to the covenant for redemption therein contained and on the terms, powers & provisions therein provided.

And Whereas there Is now due and owing by the Vendor as Mortgagor to the Purchaser as Mortgagee a sum of Rs ........ for principal and a sum of Rs ........ for interest aggregating to Rs .........

And Whereas the Vendor As unable to repay the said amount and, therefore, requested the Purchaser to purchase the said land and premises in consideration of the said sum of Rs ....... due and owing by the Vendor to the Purchaser and in full discharge of the said mortgage debt and which the latter has agreed to do in the manner following.

And Whereas for the purposes of stamp duty the consideration /market value is fixed at Rs ........

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the said sum of Rs ........ due and payable by the Vendor as Mortgagor to the Purchaser as Mortgagee and in full discharge of the said mortgage debt the Vendor doth hereby grant and convey by way of sale unto the Purchaser the said land and premises more particularly described In the Schedule hereunder written TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, casements, profits, rights and appurtenances whatsoever to the said land and other premises hereby granted or any part thereof belonging or anywise appertaining thereto and All the estate, rights, title. interest, use, possession, benefit, claim and demand whatsoever in law or otherwise of the Vendor to the said piece of land and other the premises hereby conveyed and every part thereof TO HAVE AND HOLD the same unto and to the use and benefit of the Purchaser absolutely and forever to the Intent and purpose that the said mortgage in favour of the Purchaser as Mortgagee and the latter's, right, title and interest in the said land and premises as Mortgagee shall become fully merged In the title of the Purchaser as owner and in full discharge of the personal covenant to pay the mortgage debt and all other moneys payable under the said Deed of Mortgage by the vendor as mortgagor but subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipal Corporation of ........ or any other public body or local authority in respect thereof.

**AND THE VENDOR DOTH HEREBY CONVENANT WITH THE PURCHASER THAT**

1.     The Vendor now has in himself good right and full power to convey and transfer by way of sale the said piece of land, and other the premises hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.

2.     The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy, or possess and enjoy the said land, and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption. claim and demand whatsoever from or by him the Vendor or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.

3.     The Purchaser shall hold the said land and premises free and clear and freely and clearly and absolutely acquitted, exonerated, and forever released and discharged or otherwise by the Vendor including of the said Deed of Mortgage, and well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by from under or in trust for him.

4.     The Vendor and all persons having or claiming any estate, right, title or interest In the said land and premises hereby conveyed or any part thereof by. from, under or in trust for the Vendor or his heirs, executors, administrators and assigns or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, in law whatsoever for the better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, his heirs. executors, administrators and assigns shall be reasonably required.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

SCHEDULE ABOVE REFERRED TO

(Description of the property)

Signed And Delivered by the

withinnamed Vendor ......

Shri .................. in the presence of ...... ..

**Deed of Conveyance of a Part of The Building**

This Deed of Conveyance (or Transfer) is made at ....... this day of ....... between Mr. A of ....... hereinafter referred to as the Vendor of the one Part and Mr. B of ....... hereinafter referred to as the Purchaser of the other Part.

Whereas the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land with building thereon situate at .... ... and more particularly described In the 1st Schedule hereunder written.

And Whereas the said building consists of a ground and two upper floors each floor having one independent flat or block used for residence and the floor or the flat on the first floor is vacant and is described more particularly in the 2nd Schedule hereunder written (hereinafter referred to as the said Flat). The ground floor Is occupied by a tenant of the vendor and second floor flat is occupied by the vendor and his family.

And Whereas the Purchaser has requested the Vendor to transfer to him the said flat or the first floor premises on ownership basis and which the Vendor has agreed to do at the price and in the manner hereinafter appearing.

NOW THIS DEED WITHNESSETH that pursuant to the said agreement and In consideration of the sum of Rs ........ (rupees ....... ) paid by the purchaser to the Vendor (receipt whereof the Vendor doth hereby admit) He the Vendor doth hereby grant and transfer by way of sale on ownership basis the said flat or first floor premises described An the Second Schedule hereunder written and situate in and forming part of the building standing In the said piece of land described in the First Schedule hereunder written, together with the benefit of all things permanently attached thereto

And forming part thereof namely the floor, at the first floor level, outer walls of the said flat or premises and all internal construction, fittings and fixtures and flooring and upper ceiling and all privileges, casements. profits, advantages rights and appurtenances and all the estate right, right title and Interest use possession benefit claim and demand whatsoever at law or otherwise of the Vendor to the said flat or first floor premises and other the premises hereby transferred and every part thereto TO HAVE AND TO HOLD the same unto and to the use of the purchaser absolutely subject however to the proportionate liability for payment of all taxes, rates, assessment, dues and duties now charged and payable and that may become chargeable and payable from time to time hereafter in respect of the said flat to the Government or Municipal Corporation (or Council) or any other public body or local authority in respect thereof.

     And for the beneficial enjoyment of the said flat or first floor premises as well as of the said land and the remaining part of the said building by the respective parties to whom they shall belong. It is hereby mutually agreed and covenanted by and between the Parties hereto as follows -

1.     The Vendor hereby grants to the Purchaser and the Purchaser shall have the right in common with other occupants of the said building to pass and re-pass over the passage from the main door of the said flat leading to the staircase and over the staircase and the ground floor passage leading to the main road on which the said building abuts at all the time during day and night.

2.     The Purchaser shall have no right to use the said passage or any other area outside the flat for storing any material whatsoever or to use it for any other purpose.

3.     The Purchaser shall be liable to pay to the Vendor the proportionate expenses incurred by the Vendor for carrying out any repairs to the said building including the said flat or first floor premises for painting or whitewashing the outside walls including expenses for repairs to the water, electricity and drainage connections and amenities and which repairs will be of a nature common to or for the benefit or advantage of the whole building and for the maintenance and upkeep of the said whole building.

4.     The Purchaser will have no right or claim to the said land on which the said building stands or any part thereof and in the event of the complete destruction of the building by fire or earthquake or any other calamity, the purchaser will have no right or claim thereto.

5.     The said building shall be insured by the Vendor In the joint names of the Vendor and Purchaser for such amount as will be equal to the cost of construction thereof for the risk as to 'destruction' due to fire and in the event of the said building Including the said flat being destroyed or damaged by fire the Purchaser will be entitled to the proportionate share In the insurance money paid by the insurance company. The Purchaser shall also pay to the Vendor the proportionate share in the yearly premium payable to such company.

6.     The charges payable in respect of Water and Electricity An respect of the said flat or first floor premises hereby transferred will be borne by the Purchaser alone and the same if common to the whole building will be paid by the Vendor and the purchaser proportionately.

7.     The Purchaser shall also be liable to pay to the Vendor proportionate expenses Incurred for common expenses by way of sweepers wages, watchmen's wages if any or otherwise as any may be required to be incurred for the maintenance and protection of the said building.

8.     The Purchaser shall carry out promptly all maintenance and repair work of the said flat or first floor premises which if omitted would be a danger to the other parts of the said building or any part thereof and will be responsible for the damages and liabilities that the Purchaser's failure to do so may endanger or result.

9.     All the repairs to the Internal Installations of the said flat or first floor premises hereby transferred such as water, light and gas, power sewage, telephones, airconditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to or forming part of the said flat shall be at the expense of the Purchaser

10.  The Purchaser shall not make any structural modifications or alterations in the said fiat and the installations located therein which will affect or damage any other portion of the said building and without notifying the Vendor in writing at least two weeks before the commencement of such work.

11.  The Vendor shall permit the Purchaser or his representative. when so required, to enter any part of the said land and building for the purpose of fixing any installations, making alterations or repairs to the said flat provided that such request for entry is made in advance and that such entry Is convenient to the Vendor. except In case of emergency.

12.  The purchaser shall not Install wiring for electrical or telephone installation. television antenna, machinery or air-conditioning units etc., on the exterior parts of the said flat or in common areas without the consent of the Vendor which will not be unreasonably refused.

13.  The Vendor will also not carry out any structural repairs or modifications to the said building which will cause any damage to the said flat externally or internally unless such repairs or modifications are absolutely necessary for the maintenance of the building or are required to be carried out by any legal authority.

14.  Each of the parties will not do or cause to be done any act or omission of commission, which would cause nuisance or annoyance to the other.

15.  No expenses for repairs or other purposes mentioned above will be incurred without the prior notice to the Purchaser and without his approval.

16.  If the Vendor fails to carry out any repairs as agreed and which are required to be carried out or required by the Government or Municipality or other local authority within a reasonable time, the Purchaser will be entitled to carry out the same and in that event the Vendor will be liable to pay the proportionate part thereof to the Purchaser.

17.  The proportion of the expenses and other liabilities mentioned above would mean the proportion which the total built up area on the said land bears to the built up area of the said flat or first floor premises hereby transferred.

18.  The expressions 'Vendor' or 'Purchaser' used include their respective heirs. executors administrators and assigns.

19.  Any amount payable by the Vendor to the Purchaser or by the Purchaser to the Vendor under these presents will be a charge on the portion of the said building belonging to him and such charge can be enforced by the other, by sale of such portion of the said property through court.

20.  All the agreements or covenants hereinbefore mentioned as given by the parties hereto to each other shall be attached to and run with their respective portions of the said property to which may relate.

21.  The Purchaser shall be the full owner of the said flat and subject to what is provided above his ownership will be heritable and transferable.

II. AND THE VENDOR HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS

1.     That the Vendor has in himself good right and full power to transfer the said flat or first floor premises on ownership basis In the manner aforesaid.

2.     The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon and exclusively occupy or possess and enjoy the said flat or first floor premises with the appurtenances and receive the rents, income and profits thereof if any for his own use and benefit without any suit lawful eviction or Interruption. claim or demand whatsoever from or by the vendor or his heirs, executors, administrators or assigns or by any person or persons claiming or to claim from or In trust for them or any of them.

3.     The Purchaser shall hold the said flat or 1st floor premises freely and clearly and absolutely exonerated and for ever released or discharged or otherwise by the Vendor and well and sufficiently saved, defended kept. harmless and indemnified of, from or against all former and other estates, title, charges or encumbrances whatsoever made occasioned or suffered by the Vendor or by any other person or persons by, from, under. or. in trust for him.

4.     The Vendor and all persons having or claiming any estate, right, title or interest in the said flat or first floor premises hereby transferred by, from, under or In trust for the Vendor or his heirs, executors administrators or assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do an execute or cause to be done and executed all such further and other lawful acts, deeds and things In the law whatsoever for the better and more perfectly and absolutely granting the said flat or first floor premises unto and to the use of the Purchaser In manner aforesaid as by the Purchaser, his heirs, executors or administrators or assigns shall be reasonably required.

IN WITNESS WHEREOF the Vendor and the Purchaser have put their hands the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the whole property)

THE SECOND SCHEDULE ABOVE REFERRED.

(Description of the Flat Including Its built up area,

accommodation, boundaries, floor No. etc.)

Signed and delivered by the withinnamed Vendor Mr .......

In the presence of .......

Signed by the withinnamed Purchaser Mr ........

In the presence of .......

**Deed of Conveyance of a Property Exclusive of a Flat or Floor in the Building**

This Deed Of Conveyance is made at ....... this ....... day of ...... between Mr ........ hereinafter referred to as the 'Vendor' of the One Part and Mr ........ hereinafter referred to as the 'Purchaser' of the Other Part.

Whereas the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land with building thereon situate at;..………………. and more particularly described in the Schedule hereunder written.

And Whereas the said building consists of a ground floor and two upper floors and the ground floor is occupied by the Vendor himself with his family members and the upper floors are vacant.

And Whereas the Vendor has agreed to convey or transfer by way of sale the said land and building but exclusive of the ground floor of the building to the Purchaser and the Purchaser has agreed to so purchase the same at the price and on the terms and conditions hereinafter mentioned.

And Whereas the said land and building (exclusive of the ground floor premises) is valued at Rs ........ and stamp duty thereon/market value thereon fixed at Rs ........ is paid accordingly.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and In consideration of the sum of Rs ........ (Rupees ....... ) paid by the Purchaser to the Vendor as earnest on the day of ....... and the balance of Rs ....... paid on the execution of these presents making together the sum of Rs . . . . . . . .(Rupees . . . . . . .) being the full consideration agreed to be paid by the Purchaser to the Vendor (receipt whereof the Vendor doth hereby admit) He the Vendor doth hereby convey or transfer by way of sale the said piece of land with the building/structures standing thereon situate at ....... and more particularly described in the Schedule hereunder written and all things permanently attached thereto and standing thereon together with the benefit of all privileges, casements, profits, advantages, rights and appurtenances whatsoever to the said land and premises or any part thereof belonging or in anywise appertaining thereto (but exclusive of the whole of the ground floor built up portion or part of the said building in the occupation of the Vendor and all rights and appurtenances belonging thereto which will continue to belong to the Vendor as owner) and all the other estate, right, title and Interest of the vendor whatsoever at law or otherwise to the said land and building and other premises hereby conveyed (but exclusive of the ground floor portion as aforesaid) TO HAVE AND TO HOLD the same and the other premises hereby conveyed (but exclusive as aforesaid) unto and to the use of the Purchaser for ever and absolutely subject to the payment of all rents, rates, taxes, assessment dues and duties now chargeable and payable and t at may become chargeable and payable from time to time hereafter in respect of the said land and premises hereby conveyed (but excluding those relating to the ground floor portion of the said building) to the Government or the Municipal Corporation (or Council) or any other local or public authority.

And for the beneficial enjoyment of the said land and other premises hereby conveyed to the Purchaser and of the ground floor portion of the said building retained by the Vendor. by the respective parties to whom they shall belong it is agreed and covenanted by and between the parties hereto as follows;

1.     The Purchaser hereby grants to the Vendor and the Vendor shall have the right In common with other occupants of the said building to pass and re-pass over the passage from the main door of the said flat leading to the staircase and over the staircase and the ground floor passage leading to the main road on which the said building abuts at all the time during day and night.

2.     The Vendor shall have no right to use the said passage or any other area outside the flat for storing any material whatsoever or to use It for any other purpose.

3.     The Vendor shall be liable to pay to the Purchaser the proportionate expenses incurred by the Purchaser for carrying out any repairs to the said building including the said flat or ground floor premises for painting or whitewashing the outside walls Including expenses for repairs to the water, electricity and drainage connections and amenities and which repairs will be of a nature common to or for the benefit or advantage of the whole building and for the maintenance and upkeep of the said whole building.

4.     The Vendor will have no right or claim to the said land on which the said building stands or any part thereof and in the event of the complete destruction of the building by fire or earthquake or any other calamity. the Vendor will have no right or claim thereto.

5.     The said building shall be insured by the Purchaser in the joint names of the Purchaser and Vendor for such amount as will be equal to the cost of construction thereof for the risk as to 'destruction' due to fire and in the event of the said building including the said ground floor flat being destroyed or damaged by fire the Vendor will be entitled to the proportionate share in the insurance money paid by the insurance company. The Vendor shall also pay to the Purchaser the proportionate share in the yearly premium payable to such company.

6.     The charges payable in respect of Water and Electricity in respect of the said flat or ground floor premises hereby retained by the vendor and excluded from the transfer to the purchaser will be borne by the Purchaser alone and the same if common to the whole building will be paid by the Purchaser and the Vendor proportionately.

7.     The Vendor shall also be liable to pay to the Purchaser proportion- ate expenses Incurred for common expenses by way of sweepers wages, watchmen's wages if any or otherwise as any may be required to be incurred for the maintenance and protection of the said building.

8.     The Vendor shall carry out promptly all maintenance and repair work of the said flat or ground floor premises which if omitted would he a danger to the other parts of the said building or any part thereof and will be responsible for the damages and liabilities that the Vendor's failure to do so may endanger or result.

9.     All the repairs to the Internal Installations of the said flat or ground floor premises hereby retained by the Vendor and not transferred to the purchaser such as water. light and gas, power sewage. telephones. airconditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to or forming part of the said flat shall be at the expense of the Vendor.

10.  The Vendor shall not make any structural modifications or alterations in the said flat and the Installations located therein which will affect or damage any other portion of the said building without notifying the Purchaser in writing at least two weeks before the commencement of such work.

11.  The Purchaser shall permit the Vendor or his representative. when so required, to enter any part of the said land and building for the purpose of fixing any installations, making alterations or repairs to the said ground floor flat provided that such request for entry is made in advance and that such entry is convenient to the Purchaser except in case of emergency.

12.  The Vendor shall not install wiring for electrical or telephone Installation. television antenna, machinery or air-conditioning units etc., on the exterior parts of the said ground floor flat or in common areas without the consent of the Purchaser which will not be unreasonably refused.

13.  The Purchaser will also not carry out any structural repairs or modifications to the said building which will cause any damage to the said flat externally or internally unless such repairs or modifications are absolutely necessary for the maintenance of the building.

14.  Each of the parties will not do or cause to be done any act of omission or commission, which would cause nuisance or annoyance to the other.

15.  No expenses for repairs or other purposes mentioned above will be incurred without the prior notice to the Vendor and without his approval.

16.  If the Purchaser fails to carry out any repairs as agreed and which are required to be carried out or required by the Government or Municipality or other local authority within a reasonable time, the Vendor will be entitled to carry out the same and in that event the Purchaser will he liable to pay the proportionate part thereof to the Vendor.

17.  The proportion of the expenses and other liabilities mentioned above would mean the proportion which the total built up area on the said land bears to the built up area of the said flat or ground floor premises hereby transferred.

18.  The expression ‘Purchaser' or 'Vendor' used includes their respective heirs, executors administrators and assigns.

19.  Any amount payable by the Purchaser to the Vendor or by the Vendor to the Purchaser under these presents will be a charge on the portion of the said building belonging to him and such charge can be enforced by the other, by sale of such portion of the said property through court.

20.  All the agreements or covenants hereinbefore mentioned as given by the parties hereto to each other shall be attached to and run with their respective portions of the said property to which may relate.

21.  The Vendor shall continue to be the full owner of the said ground floor flat and subject to what is provided above his ownership will be veritable and transferable.

II AND THE VENDOR HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS

1.     That the Vendor has in himself good right and full power to transfer the said land and the building thereon (excluding the ground floor flat as aforesaid) In the manner aforesaid.

2.     The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon and exclusively occupy or possess and enjoy the said premises conveyed to him as aforesaid with the appurtenances and receive the rents, Income and profits thereof if any for his own use and benefit without any suit lawful eviction or interruption, claim or demand whatsoever from or by the Vendor or his heirs, executors, administrators or assigns or by Any person or persons claiming or to claim from or in trust for them, or any of them.

3.     The Purchaser shall hold the said land and other premises hereby conveyed freely and clearly and absolutely exonerated and for ever released or. discharged or otherwise by the Vendor and well and sufficiently saved, defended kept harmless and Indemnified of, from or against all former and other estates, title, charges or encumbrances whatsoever made occasioned or suffered by the Vendor or by any other person or persons by, from, under, or, in trust for him.

4.     The Vendor and all persons having or claiming any estate, right, title or Interest in the said land and premises hereby transferred by, from under or in trust for the Vendor or his heirs, executors administrators or assigns or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or, cause to be done and executed all such further and other lawful acts. deeds and things In the law whatsoever for the better and more perfectly and absolutely granting the said land and premises unto and to the use of the Purchaser in manner aforesaid as by the Purchaser. his heirs. executors or administrators or assigns shall be reasonably required.

IN WITNESS WHEREOF the parties have put their hands the day and year first herein written.

THE SCHEDULE ABOVE REFERRED TO

(description of the property)

Signed and delivered by withinnamed Vendor

in the presence of ........

Signed and delivered by withinnamed Purchaser

In the presence of

**Deed of Conveyance of an Interest in Property**

The Deed of Conveyance is made at ....... this day ....... of. ..... between Mr. 'A' of ....... hereinafter referred to as the 'Vendor' of the one Part and Mr 'B' of . . . . . . .hereinafter referred to as the 'Purchaser' of the other Part.

Whereas the Vendor is a co owner along with Mr 'X' and Mr. 'Y' of an immovable property consisting of land with building and situate at ……………....... in the City and Sub Registration Distt. of ....... and which is more particularly described in the Schedule hereunder written.

And Whereas on a notional partition the Vendor's undivided share, right, title and interest Is one third in the said property;

And Whereas the Vendor has agreed to sell his share to the purchaser absolutely for the price of Rs ........

And Whereas for the purpose of stamp duty the consideration/market value of the said share is fixed at Rs ........ and stamp duty is paid accordingly.

And Whereas the Purchaser has requested the Vendor to execute these presents which the latter has agreed to do.

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the said sum of Rs ........ (Rupees ....... ) paid by the Purchaser to the Vendor on the execution of these presents (receipt whereof the Vendor doth hereby admit) he the Vendor doth hereby convey and transfer by way of sale all his undivided one third share, right. title and Interest In or to the said land and premises situate at ....... and more particularly described in the Schedule hereunder written together with all the things permanently attached thereto and standing thereon and together with the proportionate benefit of all privileges, easement, profits, advantages, rights and appurtenances whatsoever to the said land and premises or any part thereof belonging or in anywise appurtenant thereto and all other estate, right, title and interest of the Vendor whatsoever at law or otherwise to the said land and other premises, TO HAVE AND TO HOLD the same unto and of the use of the Purchaser absolutely and forever subject to the payment of all rents. rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the said land and premises to the Government or the Municipal Corporation (or Council) or any other local or pubic authority.

And The Vendor Doth Hereby Convenant Unto The Purchaser That

1.     The Vendor now has in himself good right and full power to convey and transfer by sale all his said undivided one third share, right, title and interest In the said land and premises hereby conveyed or intended so to be unto and to the use of the purchaser in manner aforesaid.

2.     The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy along with but without prejudice to the similar rights of the other co-owners of the said land and premises and to receive the proportionate share In the rents. income and profits thereof and every part thereof for his own use and benefit without any suit, lawful interest or interruption claim or demand whatsoever from or by the Vendor or his heirs or any of them or by any person or persons claiming or to claim from under or In trust for him or any of them.

3.     The Purchaser shall hold the said undivided share, right, title and interest in the said land and premises free and clear. freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Vendor and well and sufficiently saved defended kept harmless and indemnified from and against all former and other estates. title, charges and encumbrances whatsoever made, occasioned or suffered by the Vendor or by any other person or, persons claiming to claim by. from, under or in trust for him.

4.     The Vendor and all persons having or claiming any estate. right. title or interest in the said undivided share, right, title and interest of the vendor in the said land and premises. hereby conveyed or any part thereof by. from, under or In trust for the Vendor or his heirs, executors, administrators or any of them shall and will from time to time and. at all times hereafter at the request and cost of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts deeds and things In the law whatsoever for the better and more perfectly and absolutely granting the said undivided share, right, and title and Interest in the said land and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as by the purchaser, his heirs, executors and administrators and assigns shall be reasonably required.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereunder written.

THE SCHEDULE ABOVE REFERRED TO

(description of the property)

Signed and Delivered by the withinnamed Vendor Mr .......

in the presence of ....

**Deed of Conveyance of Freehold Property**

This Deed of Conveyance is made at ........... this ....... .... day of ............. between Mr. 'A' of ........... (hereinafter referred to as 'the Vendor'), of the One Part, and Mr. 'B' of ............. (hereinafter referred to as 'the Purchaser') of the Other Part.,

Whereas the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situate at ..... and more particularly described In the Schedule hereunder written.

And Whereas the Vendor has agreed to sell the said property to the Purchaser at the price of Rs . ..... and has received from the Purchaser a sum of Rs. ... as earnest money on the execution of the agreement for sale.

And Whereas the Purchaser has requested the Vendor to execute these presents which he has agreed to do,

And Where as the consideration /market value on which stamp Is payable on this deed is Rs ...... and stamp duty is paid accordingly.

**NOW THIS DEED WITNESSETH;**

That pursuant to the said agreement and in consideration of the sum of Rs .......... paid as earnest money and of the sum of Rs ....... paid on or before the execution of these presents, making together the said sum of Rs .............. by the Purchaser to the Vendor (receipt whereof the Vendor hereby admits). He, the Vendor Doth hereby convey and transfer by way of sale unto the Purchaser all that piece of land with the building and structures standing thereon situate at ......... In the Registration Sub-District of .......... and more particularly described in the Schedule hereunder written and delineated on the Plan thereof hereto annexed by red coloured boundary line TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Vendor to the said piece of land and other the premises hereby conveyed and every part thereof TO HOLD the same unto and to the use and benefit of the Purchaser absolutely and for ever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or the Municipal Corporation or Council of ........... or any other public body or local authority in respect thereof.

AND the Vendor doth hereby covenant with the Purchaser that,

1.     the Vendor now has in himself good right and full power to convey and transfer by way of sale the said piece of land, and other the premises hereby conveyed or Intended so to be unto and to the use of the Purchaser in the manner aforesaid.

2.     the Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy. or possess and enjoy the said land. and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Vendor or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.,

3.     the Purchaser shall hold the said land and premises free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended. kept harmless and indemnified of. from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, under or in trust for him;

4.     the Vendor and all persons having or claiming any estate, right, title or Interest In the said land, and premises hereby conveyed or any part thereof by, from. under or in trust for the Vendor or his heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser, his heirs, executors or administrators and assigns shall be reasonably required.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

(Description of the Property)

SIGNED AND DELIVERED BY THE

Vendor Mr ....... in the presence of RECEIVED the day and year first hereinabove written from the abovenamed Purchaser the sum of Rs ........ which together with the sum of Rs.... ..... received as earnest money as aforesaid makes up the sum of Rs.. . ........ being the full consideration to be paid by him to me. Witness I say received.

Vendor.

**Deed of Conveyance of the Reversion**

This Deed of Conveyance is made at ... this ... day of... between Mr 'A' of... (hereinafter referred to as the 'Vendor') of the One Part and Mr. 'B' of ... (hereinafter referred to as the 'Purchaser) of the Other Part

Whereas the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situate at ... and more particularly described in the Schedule hereunder written. subject as hereinafter recited.

And Whereas by a Deed of Lease dated the ... day of ... made between the Vendor therein referred to as the Lessor of the One Part and Mr.... therein referred to as the 'Lessee' of the Other Part and registered under S. No. ... of Book No. I at the Office of the Sub Registrar at ... the Vendor has demised the said land and premises to the Lessee for a period of... years at the annual rent of Rs.... and subject to the covenants, terms and conditions therein mentioned.

And Whereas the Vendor has agreed to sell all his reversionary rights in the said property to the Purchaser at the price of Rs.... and has received from the Purchaser a sum of Rs.... as earnest money on the execution of the said agreement.

And Whereas the Purchaser has requested the Vendor to execute these presents which he has agreed to do.

And Whereas for the purposes of stamp duty the consideration or the market value is fixed at Rs ........

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of Rs.... paid as earnest money and of the sum of Rs.... paid on or before the execution of these presents, making together the said sum of Rs ..... agreed to be paid by the Purchaser to the Vendor (receipt whereof the Vendor hereby admits). He, the Vendor doth hereby convey and transfer by way of sale unto the Purchaser all that piece of land with the building and structures standing thereon situate at .... In the Registration Sub District of ... and more particularly described in the Schedule hereunder written and delineated on the plan thereof hereto annexed by red coloured boundary line TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, casements, profits, rights and appurtenances whatsoever to the said land and other premises or any part thereof belonging or anywise appertaining thereto and ALL the estate, rights, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Vendor to the said piece of land and other the premises hereby conveyed and every part thereof TO HOLD the same unto and to the use and benefit of the Purchaser absolutely and forever but subject to the said Deed of Lease and the term thereby demised And subject to the covenants. terms and conditions therein contained. and also subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable by the Vendor as Lessor and that may become chargeable and payable from time to time hereafter by the Vendor as Lessor in respect of the same to the Government or the Municipal Corporation of ... or any other public body or local authority In respect thereof.

AND the Vendor doth hereby covenant with the Purchaser that,

1.     The Vendor now has. as reversionary owner, in himself good right and full power to convey and transfer by way of sale the said piece of land, and other the premises hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.,

2.     The Purchaser may from time to time and at all times but subject to the rights of the said Lessee possess and enjoy the said land, and premises hereby conveyed with its appurtenances, and receive the rents. issues and profits thereof and every part thereof for his own use and benefit without any suit. or interruption, claim and demand whatsoever from or by him the Vendor or his heirs or any of them or by any person or persons claiming or to claim. from under or In trust for him or any of them;

3.     The Purchaser shall as reversionary owner hold the said land and premises free and clear and freely and clearly and absolutely exonerated. and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates. titles, charges, and encumbrances whatsoever, made. occasioned, and suffered by the Vendor or by any other person or persons claiming or to claim by. from, under or in trust for him;

4.     The Vendor and all persons having or claiming any estate. right. title. or Interest in the said land, and premises hereby conveyed or any part thereof by. from. under or in trust for the Vendor or his heirs, executors. administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, In the law whatsoever for the better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed as reversionary owner unto and to the use of the Purchaser in the manner aforesaid as by the Purchaser, his heirs, executors or administrators and assigns shall be reasonably required.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

Description of the property)

Signed and 'delivered by the withinnamed Vendor Mr... in the presence of

RECEIVED the day and year first hereinabove written from the abovenamed Purchaser the sum of Rs ... which together with the sum of Rs... received as earnest money as aforesaid makes up the sum of Rs... being the full consideration to be paid by him to me.

Witnesses

I SAY RECEIVED

Vendor.

**Deed of Conveyance Subject to Mortgage**

This Deed of Conveyance is made at ......... this ....... .... day of ... .................... Between Mr. 'A' of ...... ..... 1 ........... (hereinafter referred to as 'the Vendor') of the One Part, and Mr. 'B' of .................................. (hereinafter referred to as 'the Purchaser') of the Other Part..

Whereas the Vendor is seized and possessed of or otherwise well and sufficiently entitled to the land and premises situate at ………………….. and more particularly described in the Schedule hereunder written.

And Whereas by a Deed of Mortgage dated the ... day of ... made between the Vendor therein referred to as the Mortgagor of the One Part and M/s AB & Co. a partnership firm by its partners (1)... (2)... (3)... therein referred to as the Mortgagees of the Other Part and registered at the office of the Sub Registrar at ... under S. No. . . .. of Book No.. . . . . I on the ... day of ... the Vendor has granted and conveyed the said land and premises unto the said Mortgagees to secure a sum of Rs.... lent and advanced by the Mortgagees to the Vendor and Interest thereon and other moneys becoming due and payable thereunder To Have And To Hold the said land and premises unto the said mortgagees, subject to the covenant for redemption and to the other terms, provisions and declarations therein contained.

And Whereas the Vendor has agreed to sell the said property to the Purchaser subject to the said mortgage at the price of Rs ...... .. and has received from the Purchaser a sum of Rs ........ as earnest money on the execution of this agreement.

And Whereas the Purchaser has requested the Vendor to execute these presents which he has agreed to do.

And Whereas for the purposes of stamp duty the consideration is valued at ... ... market value is fixed at ........

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of Rs.. . . paid as earnest money and the sum of Rs.. . . . paid on or before the execution of these presents, making together the said sum of Rs ...... .. agreed to be paid by the Purchaser to the Vendor (receipt whereof the Vendor hereby admits), He, the Vendor doth hereby convey and transfer by way of sale unto the Purchaser all that piece of land with the building and structures standing thereon situate at ..... .. In the Registration Sub District of ..... .. ..... ... and more particularly described in the Schedule hereunder written and delineated on the Plan thereof hereto annexed by red coloured boundary line TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, casements, profits, rights and appurtenances whatsoever to the said land and other premises or any part thereof belonging or anywise appertaining thereto and ALL the estate, right. title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Vendor to the said piece of land and other the premises hereby conveyed and every part thereof TO HAVE TO HOLD the same unto and to the use and benefit of the Purchaser absolutely, and for ever but subject to the said mortgage hereinbefore recited and to all the liability thereunder And subject to the payment of all rents, rates, taxes, assessments. dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipal Corporation of ...... or any other public body or local authority In respect thereof

AND the Vendor doth hereby covenant with the Purchaser that,

1.     The Vendor now has in himself good right full power and absolute authority to convey and transfer by way of sale the said piece of land, and other the premises hereby conveyed or intended so to he unto and to the use of the Purchaser in the manner aforesaid.,

2.     Subject to the said mortgage the Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy. or possess and enjoy the said land, and premises hereby conveyed with their appurtenances. and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or Interruption. claim and demand whatsoever from or by him the Vendor or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them;

3.     Subject to the said mortgage the Purchaser shall hold the said land and premises free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever had made, executed. occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, under or in trust for him;

4.     The Vendor and all persons having or claiming any estate, right, title, or interest In the said land, and premises hereby conveyed or any part thereof by, from, under or In trust for the Vendor or his heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts. deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser In manner aforesaid as by the Purchaser, his heirs, executors or administrators and assigns shall be reasonably required.

And the Purchaser doth hereby covenant with the Vendor that the Purchaser will pay all the principal amount with interest thereon and all other moneys becoming payable under the said Deed of Mortgage hereinbefore recited and agrees to indemnify and keep indemnified the Vendor against all liability and loss. costs, charges and expenses that he may incur or suffer on account of his personal covenant to pay all the amount due and payable under the said Deed of Mortgage to the said Mortgagees.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

(Description of the property)

SIGNED AND DELIVERED BY THE Vendor

Shri ..... .. in the presence of

Signed by the withinnamed

Purchaser ..... .. in the presence of

RECEIVED THE day and year first hereinabove written from the abovenamed Purchaser the sum of Rs ...... .. which together with the sum of Rs ...... . received as earnest money as aforesaid makes up the sum of Rs ........ being the full consideration to be paid by him to me.

Witness

I say received

Vendor.

**Deed of Conveyance Subject to Right of Way**

This Deed of Conveyance is made at ... this ... day of ... between Mr 'A' of ... (hereinafter referred to as the 'Vendor') of the One Part, and Mr 'B' of ... (hereinafter referred to as 'the Purchaser') of the Other Part

whereas the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece of land situate at ... and more particularly described in the First Schedule hereunder written.

and whereas on a portion of the land there is a Bungalow which is occupied by the Vendor.

and whereas another portion of the said land exclusive of the land occupied by the said Bungalow and surrounding area necessary for the enjoyment of the Bungalow is completely vacant and Is not necessary for the enjoyment of the said Bungalow and is separated by sub division of the said land approved by the Town Planning Authority.

and whereas the Vendor has agreed to sell the said last mentioned portion of the land to the Purchaser subject to reserving a right of way or passage on the Eastern boundary of the said portion for the Vendor to pass and re-pass from the said Bungalow to the public road on which the said land is abutting.

and whereas the said portion of land agreed to be sold is shown on the plan of the whole of the said land, by red coloured boundary line, and Is more particularly described in the Second Schedule hereunder written and the said passage is shown by colour burnt sienna on the said plan hereto annexed and marked Annexure 'A'.

and whereas the Vendor has agreed to sell the said portion of the land described in the Second Schedule hereunder written to the Purchaser at the price of Rs... and has received from the Purchaser a sum of Rs... as earnest money on the execution of the said Agreement.

and whereas the Purchaser has requested the Vendor to execute these presents which he has agreed to do.

and whereas for the purposes of stamp duty the consideration/ market value is fixed at Rs ........

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of Rs... paid as earnest money as aforesaid and of Rs... paid on or before the execution of these presents, making together the said sum of Rs... agreed to be paid by the Purchaser to the Vendor (receipt whereof the Vendor hereby admits) he, the Vendor doth hereby convey and transfer by way of sale unto the Purchaser all that piece of land situate at ... in the Registration Sub District of ... and more particularly described in the Second Schedule hereunder written and delineated on the plan thereof hereto annexed, by red coloured boundary line (being a part of the land described in the First Schedule hereunder written) TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, casements, profits, rights and appurtenances whatsoever to the said land or any Part thereof belonging or anywise appertaining thereto and ALL the estate, right, title. Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Vendor to the said piece of land hereby conveyed and every part thereof TO HOLD the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to the payment of all the proportionate rents, rates. taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipal Corporation of ... or any other public body or local authority In respect thereof And Subject to the right of way of the Vendor Including that of the Vendor's agents, servants, family members and visitors and his heirs executors administrators and assigns to pass and re-pass over the said passage on the piece of land hereby conveyed and leading from the said Bungalow of the Vendor to the public road known as ... by night and day on foot or by vehicles and it is provided that the said passage will be kept open and unbuilt upon and without any obstruction by the Purchaser. his heirs, executors, administrators and assigns.

AND the Vendor doth hereby covenant with the Purchaser that,

1.     the Vendor now has in himself good right and full power to convey and transfer by way of sale the said piece of land described In the Second Schedule hereunder written hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid,

2.     The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said piece of land, hereby conveyed with Its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction, or interruption, claim and demand whatsoever from or by him the Vendor or his heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them. but subject to the said right of way.

3.     the Purchaser shall, subject to what is provided hereinabove, hold the said land free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges, and encumbrances whatsoever made occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, under or in trust for him,.

4.     the Vendor and all persons having or claiming any estate, right, title or interest in the said land, hereby conveyed or any part thereof by. from, under or in trust for the Vendor or his heirs. executors, administrators and assigns or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts. deeds, things, in the law whatsoever for the better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser In manner aforesaid as by the Purchaser, his heirs, executors, or administrators and assigns shall be reasonably required.

IN WITNESS WHEREOF the Vendor has put his hand the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

THE SECOND SCHEDULE ABOVE REFERRED TO:

Signed and delivered by the withinnamed Vendor Mr.... in the presence of

RECEIVED the day and year first hereinabove written from the abovenamed Purchaser the sum of Rs. ... which together with the sum of Rs. ... received as earnest money as aforesaid makes up the sum of Rs. being the full consideration to be paid by him to me.

I say received.

Vendor.

Witness

**Deed of Conveyance**

**(Where the Consideration is Payable by Installments)**

This Deed of Conveyance is made at ... this... day of.,.. between Mr. 'A' of... (hereinafter referred to as the 'Vendor') of the One Part, and Mr. 'B' of ... (hereinafter referred to as 'the Purchaser'). of the Other Part;

Whereas the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situate at ... and more particularly described in the Schedule hereunder written.

And Whereas the Vendor has agreed to sell the said property to the Purchaser at the price of Rs... and has received from the Purchaser a sum of Rs... as earnest money on the execution of the agreement for sale.

And Whereas the balance is agreed to be paid by the Purchaser by installments as hereinafter provided.

And Whereas the Purchaser has requested the Vendor to execute these presents which he has agreed to do.

And Whereas for the purposes of stamp duty the consideration is valued at ... ... market value is fixed at ........

NOW THIS DEED WITNESSETH that pursuant to the said agreement and in consideration of the sum of Rs.... paid as earnest money as aforesaid and of Rs.... paid on the execution of these presents ( receipt whereof the vendor hereby admits) and the balance of Rs.... agreed to be paid by the Purchaser to the Vendor by installments as hereinafter provided. making together the said sum of Rs.... agreed to be, paid by the Purchaser to the Vendor, He, the Vendor doth hereby convey and transfer by way of sale unto the Purchaser all that piece of land with the building and structures standing thereon situate at ... in the Registration Sub District of ... and more particularly described in the Schedule hereunder written and delineated on the Plan thereof hereto annexed by red coloured boundary line TOGETHER WITH ALL the things permanently attached thereto or standing thereon and all the privileges, casements, profits, rights and appurtenances whatsoever to the said land and other premises or any part thereof belonging or anywise appertaining thereto and ALL THE estate, right, title, Interest, use, possession, benefit. claim and demand whatsoever at law or otherwise of the Vendor to the said piece of land and other the premises hereby conveyed and every part thereof TO HOLD the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to the payment of all rents, rates, taxes, assessments. dues and du ties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or the Municipal Corporation of... or any other public body or local authority in respect thereof. - - - -

AND the Vendor doth hereby covenant with the Purchaser that,

1.     The Vendor now has in himself good right and full power to convey and transfer by way of sale the said piece of land, and other the premises hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.

2.     The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon. occupy, or possess and enjoy the said land, and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit. lawful eviction or interruption, claim and demand whatsoever from or by him the Vendor or his heirs, or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.,

3.     The Purchaser shall hold the said land and premises free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever had, made, executed. occasioned and suffered by the Vendor or by any other person or persons claiming or to claim by, from, under or In trust for him;

4.     The Vendor and all persons having or claiming any estate, right, title or interest An the said land, and premises hereby conveyed or any part thereof by, from, under or in trust for the Vendor or his heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things. In the law whatsoever for the better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in manner aforesaid as by the Purchaser. his heirs, executors or administrators and assigns shall be reasonably required.

And the Purchaser doth hereby covenant with the Vendor that the Purchaser shall and will pay the said balance purchase price of Rs.... by four equal quarterly Installments of Rs.... the first of such Installments to be paid on or before the ... day of... the second installment on or before the ... day of ... and the third Installment on or before the ... day of ... and the fourth installment on or before the ... day of... time being in each case the essence of the contract, AND it, is agreed that in the event of default of payment of any installment on the due date thereof the whole of the said balance or any part thereof remaining unpaid will at the option of the Vendor become due and payable at once, And it is further agreed that the Purchaser will be liable to pay and hereby agrees to pay Interest at the rate of Rs. ... per cent per annum on each and every defaulted installment from the date thereof till payment or recovery thereof and the Purchaser agrees

and confirms that the said unpaid balance of the price and every part thereof will remain a statutory charge on the said land and premises hereby conveyed under Section 55(4) (b) of the Transfer of Property Act, 1882, and in the event of non-payment thereof the Vendor will be entitled to enforce the charge by sale of the said land and premises through Court and the Purchaser will be liable to pay all costs, charges and expenses incurred by the Vendor In enforcement of the charge.

IN WITNESS WHEREOF the Vendor and the Purchaser have put their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

(Description of the property).

Signed and Delivered by the withinnamed Vendor Mr.

in the presence of

Signed and delivered by the

withinnamed Purchaser Mr....

in the presence of ...

**DEED OF SALE BY CO-OWNERS OF UNDIVIDED PROPERTY**

THIS DEED OF VENDING IS MADE on. ............ day of ..................,

 BETWEEN A, son of ………………………………………………..……...............

resident at ...…………………...........................................................

and C, son of …………………………….................................................

 resident at .................................................................................. after it referred to as the sellers (which term shall include their successors, heirs and legal representatives) of the one part

and E, son of ................................................................................

 resident at ...................................................................................... after it referred to as the buyer (which term shall include his heirs, nominees and assignees) of the other part.

Whereas one P late of, etc. who was a Hindu ruled by the -………………………………………………. School of Hindu Law expired on the .............. day of. ....................intestate, leaving him living only two sons i.e., the said A and C as his successors and legal representatives per said school and whereas the said P left inter alia the following estate as portion of his property and whereas the estate of the said P has been fully administered and whereas the said A and C are possessing/enjoying the property jointly hereinafter stated as co-owners with equated shares without effecting any division/partition thereof and whereas the said A and C have consented to vend the said properties free from all encumbrances, to the said E for the sum of Rs............................ Now this deed witnesses that in pursuance of the said covenant and in consideration of Rupees ............................................... paid to the said A and C by said E at or at once prior execution of these presents the receipt whereof the said A and C hereby acknowledge, admit and confirm, they, the said A and C and every being beneficial owner of one equal undivided moiety thereof do hereby and hereunder grant, convey, vend, transfer, assign and assure unto and to the use the said E all that, etc. parcel etc., as in a conveyance): To hold and have the same unto and to the use of the said E, his successors, executors, administrators, agent and assigns completely and for good. and the seller doth hereby agree with the buyer that despite any deed, act, matter or thing whatsoever by the seller or any person lawfully or equitably claiming by, from, through, under or in trust for the seller, done, made committed or omitted or knowingly sustained the contrary the seller hath the rightful/complete power and authority to convey, grant and assure the said premises hereby convey/assure the said premises hereby and assure and intended so to be unto and the use of the buyer in the way aforesaid and it shall be legal for the buyer from time being and at all times after it and quietly peaceably to enter upon enjoy and possess the said premises stated in the Schedule hereunder written and to receive all rents issues/profits thereof and of every portion thereof to and for the buyer’s own use with benefit without any suit legal eviction interruption claim or demand whatsoever for or by the seller or any person legally or equitably claiming or to claim by, under or in trust for seller and that clear and free and clearly and freely and completely acquitted exonerated and forever discharged or otherwise by the seller well and sufficiently saved, defended and kept harmless and compensated of from and against all former/other properties titles charges and all encumbrances whatsoever had made executed occasioned or sustained by the seller or any other person legally or equitably claiming or to claim by from under or in trust for seller and also that the seller and all persons having or legally or equitably claiming any property or interest whatsoever in the said premises or any of them or any portion thereof from under or in trust for the seller shall and will from time to time and at all times hereafter at the request/costs of the buyer do and execute or cause to be done and executed all such further and other legal reasoned acts, deeds, things and assurances in the said land and heredity property and premises whatsoever for the better and more perfectly assuring the said premises stated in the Schedule hereunder written and for every portion thereof unto and to the buyer in the way aforesaid as by the buyer shall be reasonably required.

The Schedule above referred to

In witness whereof the parties herein have executed these presents on the day, month and year first above-written.

Signed, sealed and delivered by the within-stated seller in the presence of:

Signed, sealed and delivered by the within-stated buyer in the presence of:

MEMO OF CONSIDERATION

Received of and from the within-named buyer the sum of Rs. ............... (Rupees .,.............................................) being the full consideration stated above by Bank Draft No. ................ dated .............. for Rs................... on X Bank Ltd., Calcutta Branch.

witness

Received

Signature

|  |  |  |
| --- | --- | --- |
| DEED OF SALE OF HOUSE PROPERTY (SHORT FORM) This deed of sale is made this ............. day of............... between A of.......................................... after it referred to as seller (which term shall unless the context otherwise requires include his successors, administrators, heirs and assigns) of the one part and C of............................... after it called the buyer (which term shall unless the context otherwise requires including his successors, heirs, administrators and assigns) of the other part. Whereas the seller is legally possessed and seized of or is otherwise well and sufficiently bear right to dwelling-house being premises No. ................................. in the town ……………………………............. as its complete owner in fee simple free from all encumbrances as fully stated and details in the schedule hereunder written and hereinafter referred to as the said property. Whereas by a covenant dated ............. day of.......... made between the parties hereto the seller consented with the buyer for the complete sale to him of the property on terms thereunder contained at and for the price of Rs. ........................... now this deed witnesses that according to said agreement and per consideration of Rupees..................... paid by buyer to the seller simultaneously on execution of these presents (the seller hereby admits and acknowledges its receipt and of and from the same discharges and releases the buyer with said property the said A as beneficial owner does hereby sanction, convey, vend, transfer, assign and assure unto and to the use of the said C free from all encumbrances.all that dwelling-house having compound, outhouse, gardens, garage and appurtenances belonging thereto, generally known or called premises No………………........... located at, etc. along with the ground or land upon or on portion whereof the same is erected and built and bounded on north by etc. (all sides boundaries) having land by measurement,................. square feet approximately, which dwelling-house and premises now is or Late was occupied by etc. as monthly (or annually) tenant thereof, : tore particularly marked out and colored red in map/plan hereto enclosed: along with all trees, buildings, hedges, fences, ditches, passages, Heaters, watercourses, lights, privileges, liberties, easements with appurtenances whatsoever with said dwelling-house /premises appertaining or belonging in any way or generally or appurtenant thereto reputed or belong . And all the property, interest, right, title, claim and demand whatever of seller into or on the same and each portion thereof in equity and law to have hold own and to enter upon and possess the same unto and to the use of buyer completely and for ever together with title deeds, writings, fortification and other evidences of title, and the seller does hereby agree with the buyer, that notwithstanding any acts, deed or things heretofore done, executed or knowingly sustained to the contrary the seller is now legally possessed and seized of the said property free from all encumbrances, defect or attachments in title whatsoever and the seller is fully empowered and completely authorized to vend the said property in manner stated above. and the buyer shall after it quietly and peaceably hold, enjoy and possess the said property in ………………-- or through tenants without any demand or claim whatever from the seller or any person representing him. And further that the vendor, covenants with the purchaser, to save harmless, compensate and keep compensated the buyer, from or charges, encumbrances, and equities whatever. and the seller, also agrees that he/they shall on request/costs of the buyer, his successors, executors, administrators or assigns do or execute or cause to be done or executed all such legal acts/deeds with things whatsoever for furthering and more perfectly and assuring and conveying the said property and every portion thereof in way aforesaid per true intent/meaning of this deed. The Schedule In witness whereof the said seller and buyer have hereunto set and subscribed their respective hands, the day, month and year first above-written. Signed and delivered by the within-named seller in the presence of: Signed and delivered by the within-named purchaser in the presence of: MEMO OF CONSIDERATIONReceived of any from the within-named purchased the within-mentioned sum of Rs…………..in full payable under these presents by Bank Draft No 567891 dated…………….…..for Rs…………………………………………………..drawn on PM Bank. Signature of seller  |

|  |
| --- |
|  |

 |

**DEED OF VENDING BY A CERTIFICATED**

**GUARDIAN OF A HINDU MINOR**

This deed of vending made the...................... day of.......................... between A of, etc., (seller) of the one part and C of, etc. (buyer) of other part as ordered by District Judge of............................... in Case No. ……………………..............of.......................................... under Act VIII of 1890 (cause title) the said A was selected certificated guardian of X who was then and is still now a minor under 21 years age and whereas by an order dated ................................ the .......... day of............ by the District Judge of........................... in Misc. Judicial Case No......................... of………………….......... the said A was empowered to vend the lands, inherited property and tenement belonging exclusively and solely to said minor on terms thereunder contained which property is fully stated and detailed in the Schedule hereto and whereas the said order is still enforceable with virtue and whereas per said order the said A as such certificated guardian contracted with the said C for complete sale of said property at and for Rs.............

Now this deed witnessed that for the consideration as above stated and exercising powers, authorities and liberties vested and conferred upon and due to hereinbefore stated order dated .....................and all other authorities and powers enabling him in that behalf the said A does hereby assign, transfer, sell, convey, grant by assuring as certificated guardian of said minor, said property and each portion whereof unto and to the use of the said C, to hold and have the same completely for good.

And this deed further witnessed that the said A does hereby agree with the said C that the said A has not before it executed, done, performed or knowingly sustained to contrary any deed, act or thing whereby or by reason or means whereof the said property or any portion thereof may in any manor be prejudiced or encumbered in title or property or the said A may be restricted or obstructed from granting, conveying, transferring, vending, assigning/assuring the same in the way hereinbefore stated.

The Schedule above referred to

In witness whereof the parties hereto have executed this Deed of Sale on the day, month and year first above-written.

Signed, sealed and delivered by the within-mentioned A, the vendor in the presence of:

Signed, sealed and delivered by the within-mentioned C, the purchaser in the presence of:

MEMO OF CONSIDERATION

**Development Agreement by the Landlords in Favour of a Builder**

This Agreement made at ……………. this ....... day of ............, 2000, between (1) X, son of P, resident of ……………..; (2) Y, son of Q, resident of …………….. (3) Z, son of R, resident of …………….. (4) A, son of S, resident of …………….. (5) B, son of T, resident of …………….., and (6) Smt. C, son of U, resident of …………….., hereinafter called "the Vendors" (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART; Smt. N wife of Shri M, resident of ………………….., hereinafter called "the Confirming Party" (which expression shall unless repugnant to the context or meaning thereof mean and include her heirs, executors, administrators and assigns) of the SECOND PART and …………………... a partnership firm through its Partner, D, son of F, resident of …………............., hereinafter called "the Developers" (which expression shall unless repugnant to the context or meaning thereof mean and include partner or partners for the time being of the said firm, survivors or survivor of them and the heirs, executors, administrators of such survivor, their, his or her assigns) of the THIRD PART.

Whereas the Vendors are absolutely seized and possessed and sufficiently entitled to all those pieces or parcels of agricultural land, ground, hereditaments and premises one of which is the property bearing No. ............, admeasuring about …........ sq. meters, situated at .............……………................... and more particularly described in the Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red colour boundary line (which property shall hereinafter for brevity's sake be referred to as 'the property').

And Whereas the said property was owned and possessed by Shri X and after the death of said Shri X, the said property was transferred to the name of his daughter Smt ............... and after the death of the said ................... who died on ....................... the said property is inherited by the Vendors herein as the only legal heirs and representatives of the said Shri X.

And Whereas the name of Smt. N, who is the second daughter of the said ....................... was entered into ……………… by Mutation Entry No. .............. only on ................. However, the Vendors continued in the absolute possession of the said property being the heirs of said Smt. N, who had inherited the property of her deceased father Shri X and claimed the same absolutely she being under customary form of marriage and allowed to retain the property to her father absolutely and as such the said Smt. N does not claim any right, title and interest in the said property and agreed to confirm this agreement without claiming any right, title and interest therein.

And Whereas the Vendors have represented to the Developers herein that they have filed the return of their total land holding as per section 6(1) of the Urban Land (Ceiling & Regulation) Act, 1976 with the Competent Authority under the said Act, and have also submitted the scheme under section 21 of the said Act to the said Competent Authority thereby requesting the Competent Authority to permit the Developers to develop the property as per the Scheme.

And Whereas the Developers herein have approached the Vendors with an intention to develop the said property from the Vendors and pursuant to the negotiations by and between the parties hereto and subject to the necessary approval being granted by the Competent Authority under the provisions of Urban Land (Ceiling & Regulation) Act, 1976 which approval/sanction is agreed to be persuaded by the Developers at their own costs and expenses and also subject to the plan of the proposed development being sanctioned by the Municipal Corporation of …………………, which responsibility is agreed to be shouldered by the Developers herein as a result of which hereof the Vendors are desirous of appointing the Developers as developers of the said property more particularly described in the Schedule hereunder written for the consideration and upon the terms and conditions hereinafter appearing:

Now these presents witnesseth and it is hereby agreed by and between the parties hereto as follows:

1.     The Vendors do hereby nominate, constitute and appoint the Developers to develop/purchase the said property at their own cost more particularly described in the First Schedule hereunder written by constructing building/s thereon as per the plans/specifications to be approved and/or sanctioned by the Bombay Municipal Corporation and the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976.

2.     In consideration of the Vendors having appointed the Developers as the Developers of the said property and the Vendors agreeing to allow the Developers to appropriate to themselves the entire profits arising from the development scheme as is hereinafter provided, the Developers agree to pay to the Vendors a sum of Rs. ............. (Rupees ........................ only) lump sum in the following manner:

a.     Rs. .............. (Rupees ............................ ) being the part consideration and/or earnest money paid by the Developers to the Vendors on or before the execution of these presents (the payment and receipt whereof the Vendors doth hereby admit, acknowledge, acquit, release and discharge the Developers forever). On execution of these presents the Vendors shall hand over vacant and peaceful possession of the said property to the Developers for the purpose of development.

b.    Rs............... (Rupees ................. only) being the further payment in the share of the development payable by the Developers to the Vendors on or before .................. ; which failure to pay this amount on stipulated date will entitle Vendors to claim interest at ..... % p.a. from the date of default till payment.

c.     Rs .............. (Rupees ................................ only) to be paid on or before the .......... day of ..................., 2000.

d.    Rs.............. (Rupees ............................ only) to be paid by the Developers to the owner on or before the ......... of .............., 2000.

e.     Rs.............. (Rupees .................. only) on or before the .......... of ..............., 2000.

f.     Rs.............. (Rupees ....................... only) on or before the ......... of

g.    ...................., 2000.

h.     Rs . .............. (Rupees ...................... only) on or before the ........... of ..................., 2000.

The above stated payment shall entitle the Vendors an interest from the date of default till the payment on the stipulated rate of ..... % p.a. as stated hereinabove, on the balance of the purchase price in full and final settlement of the Vendor's claim over the said land on completion of the sale and/or execution of the Conveyance Deed and if more than one Conveyance Deed are to be executed on execution of last conveyance and all other necessary writings in favour of the Developers, his/their nominee/s including a proposed co-operative housing society or a Body Corporate as is hereinafter provided. It is made clear that if the Developers fail to take conveyances in his/their favour or in favour of the said proposed co-operative housing society before the amount stated in this sub-clause is to be deposited by the Developers with the Vendors till the conveyances and all other necessary writings as stated hereinabove are completed and/or executed and the property in question is transferred to the name of the said proposed co-operative society, but if the Developers fail to deposit the said amount as stipulated herein, they shall be liable for penal interest at the rate of ..... % from the date of default as stated above.

Provided that if any FAR in addition to the existing available FAR becomes available in respect of the said property, the Developer shall pay an additional sum @ Rs. ............. per Sq. ft. to the Vendors on such additional FAR being sanctioned by the Municipal Corporation. The said payment will be made in 2 instalments on or before .................. and ..................., 2000.

3.     Within seven days from the execution of these presents, the vendors shall deliver or cause to be delivered all the title deeds, property card, certified copy of the plans of City Survey, etc. in relation to the property hereby agreed to be developed to Builder's Solicitors M/s. ..................................... & Co. for the purpose of investigation of Vendor's title to the said property.

4.     The present price of Rs. .......... is based on the area shown in …………………….. i.e. ............... sq. meters, which are to be ascertained by the parties hereto on joint survey and if the area is varied i.e. increased or decreased, the price will fluctuate - either increase or decrease at the rate of Rs . ............ per sq. meter.

5.     As per the present development plan, certain areas of the property hereby agreed to be developed is reserved for PG The Developers are not bound to pay for the said reservation, but in case they get the benefit of FAR and use the same for the purpose of development, they shall pay the Vendors at the above stated stipulated rate to the extent of benefit they have received from the said P.G. reservation.

6.     The Vendors declare that they have already filed the return as required under section 6 of the Urban Land (Ceiling & Regulation) Act, 1976. However, till date, they have not pursued the matter with the Competent Authority. The Vendors hereby authorise the Developers to obtain the N.O.C. under the Urban Land (Ceiling & Regulation) Act to the extent of a maximum share available and shall not object any share not being used for the purpose of development of the property hereby agreed to be developed. The Vendors further assure to extend maximum co-operation for obtaining N.O.C. and for giving declarations, affidavits, etc.

7.     Upon the payment of the said sum specified in clause 2(b) above, the Vendors shall hand over the vacant and peaceful possession of the said property to the Developers and Developers shall thereafter be authorised to commence construction of buildings on the said land in accordance with the plans approved and/or sanctioned by the ……………Municipal Corporation as well as under the Urban Land (Ceiling & Regulation) Act, 1976 and take such steps as may be necessary or expedient and incidental to carry out the development of the said land at their own costs, expenses. For the said purpose, the Developers shall be entitled to appoint Architects, Engineers, Surveyors, Contractors, Agents and other personnel and shall be entitled to take all such steps as may be necessary or incidental for such development and construction work at their own costs and expenses.

8.     It is agreed and undertaken by the Developers that they shall at their own costs and expenses persuade the matter regarding NOC with the Competent Authority under the Urban land (Ceiling & Regulation) Act, 1976 and obtain NOC from such authority. It is further agreed by the Developers that all the necessary permission and/or sanction required from the Competent Authority and/or State Government either for the purpose of development of the said property or for the transfer of the said property including the proposed structure thereon under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 shall be obtained by the Developers at their own costs and expenses and the Vendors shall not be liable for any such NOC, expenses relating thereto or delay in obtaining the same.

9.     Immediately on the execution of these presents, the Vendors herein shall execute a Power of Attorney in favour of the Developers or their Nominee(s) as may be desired by the Developers for the purpose of signing and/or executing all the applications, proceedings, plans, etc. to obtain necessary approval from the various authorities in connection with the development to be submitted by the Developers on behalf of the Vendors to the Competent Authority, Urban Land Ceiling, Municipal Corporation of …………………, Town Planning Authority or any other Government or Semi-Government authority in connection with the development so as to facilitate the development of the property hereby agreed to be developed by the Developers on behalf of the Vendors. The Vendors hereby agree that the said Power of Attorney shall not be, under any circumstances, revoked by the Vendors as long as these presents subsist and remain binding upon the parties hereto. If the said Power of Attorney is revoked by the Vendors and delay is caused in developing the property hereby agreed to be developed the consequences arising thereof shall be at the costs of the Vendors alone.

10.  It is agreed and undertaken by the Developers that they shall at their own costs and expenses persuade the matter with Town Planning Authorities, Municipal Corporation of …………………., …………………Electric Supply for the purpose of removing the reservation/restriction, if any and for the purpose of allotting the plots under ………. Scheme, etc. and under no circumstances, the Developers shall call upon the Vendors to pay the costs of such actions. The Developers agree and undertake that at any post and under any circumstances they will get the property released from reservation, if any, and get the said allotted under ………. Scheme. in favour of the Vendors. It is agreed by the Developers that whatever may be the final sanction under ………. Scheme they shall pay to the vendors as per the original plot area.

11.  The Vendors shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required to enable the Developers for development of the said plot and to obtain approval of the ……….. Municipal Corporation and Planning Authority to the Plans, designs and drawings for putting up building and structures and shall on the execution thereon execute a Power of Attorney in favour of the Developers or their Nominee/s to enable them to develop the said property and the Developers shall indemnify and keep indemnified and harmless the Vendors and their estate and effects from and losses or damages or any consequences which may flow by virtue of their signing the said Power of Attorney.

12.  All buildings to be constructed on the lands comprised under this Agreement and the dwelling units thereon will be in accordance with the Scheme sanctioned by the Competent Authority or State Government under the provisions of Urban Land (Ceiling & Regulation) Act and will be dealt with in accordance with the directions, if any, given by the Competent Authority or State Government while sanctioning the said scheme. If the Developers desire any variations in the said scheme, so as to provide dwelling units of larger sizes in the building to be constructed on the said land and/or to receive higher price for such dwelling units the Developers, shall be at liberty to make necessary application for the purpose to the authorities concerned at their own costs and the Vendors shall join the Developers in the said applications provided however, if the authorities concerned refuse or decline to give ,any such applications, which may be made by the Developers, dwelling units on the said property will be constructed in accordance with the scheme which may be sanctioned by the Competent Authority or State Government under the said Act.

13.  The Developers shall not commence any work of development on the said property, unless the no objection and commencement certificate is issued by the State Government/Municipal Corporation in favour of the vendors.

14.  It is expressly agreed by the Developers that they shall at their own costs and expenses obtain permission/s from the Competent Authority for the purpose of development of the said property and/or for the purpose of implementing the construction scheme in respect of the entire property hereby agreed to be sold, so as to enable the Developers to construct the dwelling units as per the scheme sanctioned by the Competent Authority and to enable the Developers to consume the entire available F.S.I. and after being constructed to allot flats/shops/garages, etc. to the intending flat purchasers and ultimately to transfer the said property to a co-operative housing society and/or a company. It is also agreed and undertaken by the Developers that they shall apply for and obtain non-agricultural user from the Collector, in respect of the said piece or parcel of land.

15.  The Vendors shall make out a clear and marketable title to the said property, hereditaments and premises agreed to be developed and ultimately to be conveyed free from reasonable doubts and all encumbrances and shall at their own costs and expenses get in all outstanding estates and clear all defects in the title and all encumbrances and claims on or to the said property including all claims by way of sale, exchange, mortgage, gifts, trust, hereditaments, possession, except the possession of agricultural tenants, easement, lease, lien or otherwise.

16.  It is agreed and understood that the Vendors shall not in any way obstruct the development work to be carried out by the Developers and shall not do any act, matter or thing whereby the Developers will be prevented from carrying out the Development work envisaged under this Agreement.

17.  The Developers shall at their own cost make necessary arrangement for construction of the buildings on the said land in accordance with the scheme, which may be approved by the Competent Authority or State Government under the provisions of the said Act and the Developers shall execute an indemnity in favour of the vendors for the due performance of the terms of the said order.

18.  The Developers shall be at liberty to allot the dwelling units of flats in the said buildings to be constructed on the said property or to enter into any package deal agreement for allotment of completed building or buildings to be constructed on the said land with such party or parties and at such price 'and on such terms and conditions as the Developers/Purchasers may deem fit and proper. All such allotments and arrangements shall, however, be made by the Developers at their own costs and expenses and at their own risk, the intention being that the Developers shall alone be liable and responsible to such party or parties, provided, however, that the price and the terms and conditions at or on which the said building or buildings or part thereof are to be allotted shall not in any manner be inconsistent with or in contravention of any law and conditions imposed in NOC under section 20 or 21 of the said Urban Land (Ceiling & Regulation) Act, as may be sanctioned by the Competent Authority or State Government. The Developers hereby indemnify and keep indemnified the Vendors in respect of any such claim that may be made or suffered by the Vendors and costs, charges and expenses on account of sale or allotment of flats or otherwise.

19.  The Developers shall be entitled to enter into usual Agreement for sale of flats/shops/ garages/office premises with various intending buyers, on what is known as ownership basis, on such terms and conditions and at such price as the Developers may think fit and proper: PROVIDED, however, the Developers shall not part with possession of the flats, shops, garages, units, etc. in the buildings that will be constructed by them in pursuance of this Agreement unless and until the entire amount payable to the Vendors as per these presents is paid by the Developers to the Vendors.

20.  All amounts payable by the allottees of the dwelling units and the buildings to be constructed on the said piece of land or from the allottees of completed building in case of package deals under any arrangements made by the Developers with such allottees shall be received and appropriated by the Developers.

21.  The entire development work in respect of the property shall be carried out by the Developers in accordance with the plans that may be approved by the Municipal Corporation of ……………. and other concerned authorities and while carrying out construction work, the Developers will strictly comply with the building rules and bye-laws of the Municipal Corporation of Greater Bombay, various instructions, orders and directives, that may from time to time be issued in regard to the construction work by the Bombay Corporation and other concerned authorities. The Developers shall carry out the entire construction work at their own account and risk and at their own responsibility and shall pay and discharge all the costs, charges and expenses in relation to the construction work including payment of salaries and wages to the personnel and workmen employed in construction work, bills of the suppliers of building materials, Municipal rates and taxes in respect of the said property and from the date the Developers being put in possession and allowed to enter upon the said property, fees of the architects and R.C.C. specialists and consultants and all other professionals charges and/or retained in regard to the construction work. The Developers hereby agree to indemnify and keep indemnified the Vendors of land from or against any claim that may be made against Vendors by any one and/or any damage the Vendors may suffer as a result of the Developers committing breach of any of the building bye- laws, rules, orders, directives, instructions that may be issued by the Municipal Corporation of ………………. and other concerned authorities in connection with the construction work as aforesaid and/or the Developers committing default in payment of the salaries, wages and fees including the payment for injuries or any compensations during the progress of work of various mentioned hereinabove as also in payment of the Bills of Suppliers of the building materials and in payment of the Municipal taxes or in any damages or loss that may be suffered or sustained by the Vendors as a result of the Developers carrying out the construction work and/or development on the said property.

22.  It is agreed that the developers shall carry out ail the work of development in their name/s or in the name of their nominees, shall not do or cause to be done any act, deed, matter or thing in the name of the Vendors. It is expressly understood that all the agreements, arrangements or writings which the Developers may enter into shall be in their own name and not in the name of the Vendors. It is also expressly understood that the Developers will be entitled to the benefit of rights of development under any order or permission which may be issued by the Government of …………… under section 20 and/or 21 of the Urban Land (Ceding & Regulation) Act, 1976.

23.  The Vendors hereby declare that:

a.     The said property is equivalent to freehold and is not held under any agreement;

b.    There are no outstanding encumbrances, mortgages, liens (notice for acquisitions, requisitions or set back) easements, rights of tenants or outstanding interest or claim by any parties other than the Vendors nor is the said property subject-matter of any pending suit or attachment either before or after judgement. No notification is issued under any Ordinance, Act, statute/rules or regulations affecting the said property;

c.     The Vendors further declare that neither the Vendors nor his/their predecessors-in-title nor any body claiming from/or under them or any of them have or have granted any right of way or easement or other rights to any person over the said property;

d.    The Vendors agree and undertake to obtain consent and confirmation from Smt. N and in case of her demise before the execution of the conveyance from the legal heirs of said Smt. N confirming the sale in favour of the Developers or their nominee/s including a co- operative housing society as the case may be.

24.  It is agreed that the Vendors and all other necessary parties shall execute the Deed of Conveyance and/or all other writings in favour of such person/s as the Developers may direct and in the event of Conveyance/s be given in favour of the Nominee/s of the Developers or a proposed co-operative housing society. The Developers shall also join as a Confirming Party to the said Conveyance.

25.  The Vendors will ensure that at the time when the Developers are allowed to enter upon the said piece of land described in the Schedule hereunder written, the said piece of land is absolutely vacant and nobody is in occupation of the same.

26.  The Vendors hereby agree and confirm that the Developers shall be entitled to transfer the benefit and burden of this Agreement subject to the terms and conditions mentioned herein either as a whole or in part to one or more parties and that the Vendors shall have no objection to the same and the terms and conditions of this agreement shall remain binding over such transferees.

27.  It is agreed that the Developers shall carry out the work of development in their own name and shall not cause or cause to be done any deed or matter or thing whereby the Vendors are put to loss and have to discharge any liability. It is expressly agreed that the agreement which the Developers may enter into with any person in connection with the development scheme or for sale of flats, etc. shall be entered into only in the name of the Developers on principal to principal basis and not as agents of the Vendors herein.

28.  The Developers agree to pay Municipal, betterment charges, T.P. charges, water charges, electricity charges, fines and penalties arising as a result of change in the user of the said land.

29.  The Vendors declare that the land, hereditaments and premises hereby agreed to be developed and conveyed are not subject to the easement or rights in the nature of easement.

30.  The Vendors hereby declare that no notice from Government or any other body or authority or under the ………………. Municipal Corporation Act or Land Acquisition Act or Town Planning Act, The Defence of India Act or under any other legislative enactments, Government Ordinances, Order or Notification (including any notice for acquisition or requisition of plots or any part thereof) has been received by or served upon them or any other person/s interested therein nor is the said plot or any part thereof included in any intended or publishes scheme of improvement of the Municipal, Government body or Public Body or authority save and except that the said plot is included in the development plans for …………. and portion of it is intended for reservation of playground.

31.  The Vendors hereby agree to pay and discharge all taxes and outgoings in respect of the said land prior to the sale on which the Developers are put in possession of the said land.

32.  The Vendors shall be entitled to receive the rent and profits and shall be liable to pay all outgoings, such as Municipal taxes, land revenue, etc. prior to the date the Developers are put in possession and the Developers shall from the date they are put in possession be entitled to receive the rents and profits and liable to pay all outgoings (including Municipal taxes, land revenue charges for consumption).

33.  The Vendors shall pay all outgoings including the ground rent, municipal and Collector's bills and charges in respect of the said property hereby agreed to be developed and conveyed previous to the date of handing over of the possession to the Developers. The Developers agree and undertake to bear all the betterment charges in respect of the said property and all taxes, Municipal, Collector's bills, etc. after the date of taking over of the possession.

34.  On the execution of these presents, the Vendors have authorised and allowed the Developers to put up the notice/signboards @herein indicating the proposed development scheme of the Developers )n the said property.

35.  From the date of the possession, the Developers shall be entitled to commence the construction of the new building at their own costs and responsibility and also enter into the agreement for sale of units/flats, etc., herein at their entire responsibility on what is known as ownership basis'.

36.  The Vendors hereby authorise the Developers to sign and execute applications, writings, undertakings for amalgamation, layout, sub-division, building plans and other assurances and submit the same D the Municipal and Public authorities and to obtain commencement certificate, etc. for obtaining N.A. and transfer Permission for the purpose of and for the development of the said property and also to appoint the Architect at Developers' costs and expenses. It is also agreed that all the costs, charges and expenses to e incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the Developers alone irrespective of the fact whether the transaction goes through or not.

37.  The Vendors declare that the property in question is ancestral property. However, there is no minor interested in the property and hence the question of obtaining the sanction from the competent Court relating to minor's interest in the property does not arise.

38.  If the Development/sale be not completed due to any wilful default on the part of the Vendors, the Developers shall be entitled to specific performance of this Agreement.

39.  The Vendors shall immediately on execution of the Conveyance apply for and shall obtain his/their Income Tax Clearance Certificate under section 230A of the Income-tax Act, 1961 in respect of Deed of Conveyance of the said property and till that time the balance purchase price to the Vendors shall remain deposited with the Vendor's Advocates as his stake-holders.

40.  The Developers are aware of the fact that at present there is no proper access to the property to be developed and the Developers have agreed to construct a road thereby facilitating an access to the properly hereby agreed to be developed at the Developers own costs and expenses and under no circumstances, the Developers shall cancel these presents on the ground of non-availability of access as it is agreed by the Developers that they shall bear the costs of the access, if necessary.

41.  On the execution of these presents, the Vendors authorise and allow the Developers to put up the notice/signboards therein indicating the proposed development scheme of the Developers on the said property. However, it is made clear by the Vendors to the Developers that to put up the signboards does not mean even by implication the handing over of the possession and mere putting of the signboards does not give any right to the Developers of possession and the Developers shall not have any interest whatsoever against the said property.

42.  This agreement shall not be treated as a partnership between the Vendors and the Developers.

43.  The Developers shall indemnify and keep indemnified the Vendors from and against all actions, claims, demands, proceedings, fines, penalties and all costs, expenses and damages incurred or suffered by the Vendors in the course of such development.

44.  Save and except as hereinbefore otherwise provided, all costs, charges and expenses of the Vendors and of the Developers and incidental to this Agreement and Conveyance and other writing or writings to be made in pursuance hereof including stamp duty, registration charges, plan, certified copies, correspondence and all the expenses shall be borne and paid by the Developers alone. The fines and penalties payable to the Collector or transfer of the property not incurred by reason of any delay in lodging the Deed of Conveyance by the Developers shall be paid by the Developers alone. The penalty payable to the Registrar of Assurances shall be paid by the party by whose default such penalty may have become leviable.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

The Schedule above referred to

ALL THAT piece or parcel of land, ground, hereditaments and premises bearing No. ............ and admeasuring about .......... sq. meters, situated at .......................................... and delineated on the Plan hereto annexed and thereon shown surrounded by a red colour boundary line and bounded as follows:-

On or towards the East

On or towards the West

On or towards the North

On or towards the South

Signed, sealed and delivered by the

within named Vendors

1. X

2. Y

3. Z

4. A

5. B

6. Smt. C

Signed, sealed and delivered by the

within named Confirming Party Smt. N

WITNESSES;

1.

2.

Received the day and year first hereinabove written of and from the within named Developers a sum of Rs. ............ (Rupees ................... only) as and by way of earnest money to be paid by them to us by Cheque No . .................... dated .................... for Rs . ................ drawn by the ...................................

We Say Received

1. X

2. Y

3. A

4. B

5. Smt. C

SIGNED, SEALED AND DELIVERED by the

within named Developers M/s. ……………

by the hands of Shri …………………..,

its partner.

**Form for Obtaining Income - Tax Clearance Certificate under Section 230a, Income - Tax Act, 1961**

Form No. 34A

Application for a certificate under section 230A(I) of the Income-tax Act, 1961

To,

The Assessing Officer,

.............................

............... ............

Sir,

I, request that a certificate under sub-section (1) of section 230A of the Income-tax Act, 1961, be granted to me. I give below the necessary particulars:

1.     Full name and address of applicant (in block letters)

2.     Status (whether individual, HUF, etc.)

3.     Name of father (or husband)(To be filled in if the applicant is an individual)

4.

                      i.        In case any assessment has been made on the applicant under the Indian Income-tax Act, 1922/Income-tax Act, 1961/Wealth-tax Act, 1957/Expenditure-tax Act, 1957/Gift-tax Act, 1958 name of Income-tax Circle/Ward/District in which such assessment in respect of the latest year was made.

                     ii.        If no assessment has been made as stated above, whether a return has been submitted under any of the said Acts for any year, and if so, the amount of income/wealth/ expenditure/gift returned for each such year and the Circle/Ward/District where such return has been filed.

5.

                      i.        Names and addresses of all firms or associations of persons or bodies of individuals in which applicant is a partner or member and the Income-tax Circle/Ward/ District in which each such firm or association of persons or body of individuals is assessed to tax.

                     ii.        Names and addresses of all private limited companies in which applicant is or has been a director at any time after 1st April, 1962 and the Circle/Ward/District in which each such company is assessed to tax.

6.     Particulars of existing tax liability as on the date of the application under-

CAP/Asst. year Amount Rs.

a.     the Excess Profit Tax Act, 1940

b.    the Business Profits Tax Act, 1947

c.     the Indian Income-tax Act, 1922

d.    the Income-tax Act, 1961

e.     the Wealth-tax Act, 1957

f.     the Expenditure-tax Act, 1957

g.    the Gift-tax Act, 1958

(if there is no existing liability against " applicant on the date of the application under any one of the aforesaid Acts, this should be indicated by writing 'Nil' against the name of the relevant Act).

7.

                      i.        Nature of the document i.e. whether a deed of sale, gift, settlement, lease, etc. proposed to be registered.

                     ii.        Mature of applicant's right, title or interest to or in the property purported to be transferred, assigned, limited or extinguished.

8.     .

                      i.        In case the transferor is not the beneficial owner of or has no beneficial right or interest in the property proposed to be transferred, the name(s) and addressees) of the beneficial owner/owners.

                     ii.        In case the property is held by the applicant as a trustee, agent, guardian or in any other capacity on behalf of any person or persons, the name(s) and addresses) of such other person/persons.

9.     In case where the applicant is a trustee the particulars of all existing tax liabilities. if any, of the beneficiary(ies) of the trust as on the date of application under-

(To be filled in only if the beneficiary(ies) is/are chargeable to tax).

                      i.        the Excess Profits Tax Act, 1940

                     ii.        the Business Profits Tax Act, 1947

                    iii.        the Indian Income-tax Act, 1922

                    iv.        the income-tax Act, 1961

                     v.        the Wealth-tax Act, 1957

                    vi.        the Expenditure-tax Act, 1957

                 vi.a        the Gift-tax Act, 1958

(Particulars should be given in a separate sheet if there is more than one such beneficiary).

10.  Date on which the right, title or interest to or in the property concerned was acquired.

11.  Cost of acquisition of the property. If the property was constructed by the applicant, cost of acquisition of the land and the cost of construction.

12.  Particulars of the source or sources from which the cost of acquisition or construction was met.

13.  If the property or part thereof was acquired under any of the following modes of acquisition, the particular mode of acquisition applicable to the applicant should be indicated.

                                          i.    on any distribution of assets on the total or partial partition of a Hindu undivided family,

                                         ii.    under a gift or will,

                                        iii.

a.     by succession, inheritance or devolution, or

b.    on any distribution of assets on the dissolution of a firm, body of individuals or other association of persons, etc., or

c.     on any distribution of assets on the liquidation of company, or

d.    under a transfer to a revocable or an irrevocable trust, or any other mode not covered by the above,

14. Name and address of the transferee, assignee, etc.

15.

              i.        Full value of the consideration for which the property or the right, title or interest in the property is purported to be transferred.

             ii.        If the transfer is to be without consideration, the value for purposes of stamp duty.

16.  Particulars of the property, i.e. its nature, extent, location, area, etc.

17.  Designation and address of the registering officer to whom the document has been/will be presented for registration.

18.  In case the applicant has transferred any other property in the financial year, the following particulars of each such property and details of the transfer deed registered should be furnished:

a.     particulars of property i.e. its nature, extent, location and area,

b.    name and address of transferee or assignee,

c.     consideration stated in the instrument of transfer,

d.    date when the transfer deed was registered and designation and address of the registering officer.

I declare that to the best of my knowledge and belief, the information furnished above is correct, complete and is truly stated.

Place Yours faithfully, Date ......................

Signature Notes:

1.     This application should be signed-

a.     in the case of an individual by the individual himself; where the individual is absent from India, by the individual concerned or by some person duly authorised by him in this behalf, and where the individual is mentally incapacitated from attending to his affairs, by his guardian or by any other person competent to act on his behalf,

b.    in the case of a Hindu undivided family, by the karta, and where the karta is absent from India or is mentally incapacitated from attending to his affairs, by any other adult member of such family,

c.     in the case of a company or local authority, by the principal officer thereof,

d.    in the case of a firm, by any partner thereof, not being a minor,

e.     in the case of any other association or body of individuals, by any member of the association or body or the principal officer thereof, and

f.     in the case of any other person, by that person or by some person competent to act an his behalf.

2.     This application should be submitted in duplicate and should be accompanied by a copy of the document which is to be registered.

To

The Registrar/Sub-Registrar,

.....................................

1.     The above mentioned applicant has been assessed/is assessable\* by me upto ..............................

2.     He/She/ it\* has

• no liabilities outstanding.

• made satisfactory provision for payment of taxes due under the Income-tax Act, 1961, Indian Income tax Act, 1922, Excess Profits Tax Act, 1940, Business Profits Tax Act, 1947, Wealth-tax Act, 1957, Expenditure-tax Act, 1957 and Gift-tax Act 1958.

3.     The registration of the document mentioned against item No. 7(i) of the application will not prejudicially affect the recovery of any of the taxes due under the Income-tax Act, 1961, Indian Income-tax Act, 1922, Excess Profits Tax Act, 1940, Business Profits Tax Act, 1947, Wealth-tax Act, 1957, Expenditure-tax Act, 1957 and Gift-tax Act, 1958.

..........................................

Signature

Designation: Assessing Officer

Ward/District/Circle

\*Delete the inappropriate words or paragraphs.

**Form of agreement to be entered into between Promoter and purchaser of flat**

This Agreement made at \_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2000 \_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as “the Promoter” ( \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) of the One Part and ( \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) hereinafter referred to as “the Flat Purchaser” ( \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) of the Other Part.

Whereas the Promoter has by an Agreement / Conveyance dated \_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2000 and executed between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the One Part (hereinafter referred as “the Vendor”) and the Promoter of the Other Part, the Vendor has agreed with the Promoter for the absolute sale to the Promoter / sold absolutely to the Promoter an immovable property being piece or parcel of freehold land lying and being at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Registration Sub-District of \_\_\_\_\_\_\_\_\_\_\_\_\_ admeasuring \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as “the said land”).

And Whereas by and under a lease / an agreement for Lease dated the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2000 made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the One Part (hereinafter referred to as “the Lessor”) and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity / for a term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ years in respect of an immovable property being piece or parcel of leasehold land being at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Registration Sub-District of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ admeasuring \_\_\_\_\_\_\_\_\_ sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as “the said land”) at a rent of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per annum / month and on the terms and conditions contained in the said Lease / Agreement for Lease.

And Whereas, the Lease / Agreement for Lease is with the benefit and right to construct any new building/s, if so permitted by the concerned local authority.

And Whereas by an agreement dated \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2000 Power of Attorney, dated \_\_\_\_\_\_\_\_\_\_\_\_ executed between Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereunder referred to as “the Original Owner”) of the One Part and the Promoter of the Other Part (hereinafter referred to as “the Development Agreement) the Original Owner has appointed the Promoter as his agent to develop the piece or parcel of freehold land lying and being at \_\_\_\_\_\_\_\_\_\_\_ in the Registration Sub-District of \_\_\_\_\_\_\_\_\_\_\_\_\_ admeasuring \_\_\_\_\_\_\_\_\_\_\_\_\_\_ sq. mts. or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as “the said land”) and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement / Power of Attorney:

And Whereas as a result of the Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as “The Ceiling Act”) which came into force in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_\_\_. Vendor / Lessor / Original Owner / Promoter were not entitled to hold any vacant land in excess of the ceiling limit except as otherwise provided in the Ceiling Act.

And Whereas the Vendor/Lessor/Original Owner/Promoter having been shown to be the owner of the said land in the Government and revenue records, the Vendor/ Lessor/Original Owner/Promoter submitted to the Government of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the Government") in the name of the Vendor/Lessor/Original Owner and or promoter an application under section \_\_\_\_\_\_\_ of the Ceiling Act for exempting the said land from the provisions of the Ceiling Act.

And Whereas by an Order \_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the said Order") the Government exempted, subject to the conditions stated in the said Order, the said land from the provisions of the Ceiling Act.

And Whereas as per the said Order and as a result of the Development Agreement the Promoter is entitled and enjoined upon to construct buildings on the said land in accordance with the said order.

And Whereas the Vendor/Lessor/Original Owner/Promoter having been shown to be the owner of the said land in the Government and Revenue records, the Vendor/ Lessor/Original Owner/Promoter submitted to the Government of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the Government") in the name of the Vendor/lessor/Original Owner and Promoter an application under section \_\_\_\_\_\_\_of the Ceiling Act and the guidelines framed by the Government in respect of section \_\_\_\_ of the Ceiling Act for the purpose of developing the said land as stated in the application in accordance with the provisions of the Ceiling Act.

And Whereas by Order No. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the said Order"), the Competent Authority under the Ceiling Act permitted the Vendor/Lessor/Original Owner and/or Promoter to continue to hold the said land for the construction of houses for weaker sections of the society through the Promoter subject to the terms and conditions therein contained.

And Whereas the Vendor/Lessor/Original Owner/Promoter being in possession of the said land and building thereon will be demolishing/have demolished the old buildings and structures and constructing/has constructed instead new multi-storied building thereon.

And Whereas permission contemplated by section \_\_\_\_\_ of the Ceiling Act for Development has been obtained by the Vendor/Lessor/Original Owner/Promoter.

And Whereas the Promoter has proposed to construct on the said land \_\_\_\_\_\_\_\_\_\_ new multi-storied buildings of ground floor at stilt level and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ or more upper floors. (hereinafter referred to as "the said building/s").

And Whereas the promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; whereas the promoter has appointed a 'structural Engineer for the preparation of the structural design and drawings of the buildings and the promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

And Whereas by virtue of the Development Agreement/Power of Attorney, the Promoter alone has the sole and inclusive right to sell the flats in the said building/s to be constructed by the Promoter on the said land and to enter into agreement/s with the purchaser/s of the flats and to receive the sale price in respect thereof.

And Whereas the Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land, the said Order, the Development Agreement and the plans, designs and specifications prepared by the Promoter’s Architects Messrs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and of such other documents as are specified under the \_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership Flats (Regulation of the Promotion of Construction, Sale, management and Transfer) Act, (hereinafter referred to as “the said Act”) and the rules made thereunder.

And Whereas the copies of Certificate of Title issued by the attorney-at-law or advocate of the Promoter, copies of Property card or extract of Village Forms \_\_\_\_\_\_\_\_\_\_ or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the flats are constructed or are to be purchased by the Flat Purchaser approved by the concerned local authority have been annexed thereto and marked Annexures ‘A’ ‘B’ and ‘C’ respectively.

And Whereas the Promoter has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said buildings.

And Whereas while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the said building/s and upon due observance and performance of which only the completion and occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

And Whereas the Promoter has accordingly commenced construction of the said building/s in accordance with the said plans.

And Whereas the Flat Purchaser applied to the Promoter for allotment to the Flat Purchaser Flat No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_ floor in building no. \_\_\_\_\_\_\_\_\_ situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

And Whereas prior to making application as aforesaid, as required by the provisions of \_\_\_\_\_\_\_\_\_\_\_\_\_ Co-operative Societies Act, the Flat Purchaser has made a declaration to the effect firstly, that neither that Flat Purchaser not the members of the family [Family as defined under the Urban Land (Ceiling and Registration) Act of 1976] of Flat Purchaser own a tenements, house or building within the limits of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of town in which flat applied for is located.)

And Whereas relying upon the said application, declaration and agreement, the promoter agreed to sell to the Flat Purchaser a flat at the price and on the terms and conditions hereinafter appearing.

And Whereas prior to the execution of these presents, the Flat purchaser has paid to the Promoter a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) only, being part payment of the sale price of the flat agreed to be sold by the promoter to the Flat purchaser as advance payment or deposit (the payment and receipt whereof the promoter both hereby admit and acknowledge) which shall in no event exceed fifteen per cent of the sale price of the flat agreed to be sold to the Flat Purchaser and the Flat Purchaser has agreed to pay to the promoter balance of the sale price in the manner hereinafter appearing.

And Whereas under section \_\_\_ of the said Act the Promoter is required to execute a written agreement for sale of said flat to the Flat Purchaser being in fact these presents and also to register said agreement under the Registration Act.

Now this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

1.     The Promoter shall construct the said building/s consisting of ground and ............ upper floors on the said land in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them:

Provided that the Promoter shall have to obtain prior consent in writing of the flat purchaser in respect of such variations or modifications which may adversely affect the flat of the purchaser.

2.     The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser one flat No. ..................... of the Type ............................ of carpet area admeasuring ................... sq. metres. (Which is inclusive of the area of balconies) on ................... Floor as shown in the floor plan thereof hereto annexed and marked Annexure D/Shop No. ................... /covered/open Garage No. .................. in the .................... Building (hereinafter referred to as "the Flat") for the price of Rs. .................. including Rs. ............... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. The Flat Purchaser hereby agrees to pay to that promoter balance amount of purchase price of Rs. .................................. (Rupees ........………. .......... ) having been paid to the Promoter on or before the execution of this agreement in the following manner:

                      i.        10 per cent Plinth,

                     ii.        20 per cent Slab,

                    iii.        7 per cent Walling,

                    iv.        1 0 per cent Doors and Windows,

                     v.        7 per cent Flooring,

                    vi.        7 per cent Plaster (internal and External),

                   vii.        1 0 per cent Sanitary Fittings and Plumbing,

                  viii.        14 per cent or remaining at time of occupation.

3.     The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat.

4.     The Promoter hereby declares that the Floor Space Index available in respect of the said land is ............ square metres only and that no part of the said floor space index has been utilised by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the Promoter elsewhere, then the Promoter shall furnish to the Flat Purchaser all the detailed particulars in respect of such utilisation of the said floor space index by him. In case while developing the said land, the Promoter has utilised any floor space index of any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the Flat Purchaser. The residual F.A.R. (F.S.I) in the plot or the layout not consumed will be available to the promoters till the registration of the society. Whereas after the registration of the Society the residual F.A.R. (F.S.I), shall be available to the Society.

5.     In case the Promoter is acting as an agent of the Vendor/Lessor/Original Owner of the said land, then, the Promoter hereby agrees that he shall, before handing over possession of the Flat to the Flat Purchaser and in any event before execution of a conveyance/assignment of lease of the said land in favour of corporate body to be formed by the purchasers of flats/shops/garages in the building to be constructed on the said land (hereinafter referred to as "the Society"/"the limited Company" make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from ail encumbrances and that the Vendor/lessor/Original Owner/the Promoter has/have absolute, clear and marketable title to the said land so as to enable him to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of a conveyance/assignment' of lease of the said land by the Promoter in favour of the said Society/limited Company.

6.     The Flat Purchaser agrees to pay to the promoter interest at nine per cent per annum on ail the amounts which become due and payable by the Flat Purchaser to the promoter under the terms of this agreement from the date the said amount is payable by the Flat Purchaser to the Promoter.

7.     On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the promoter shall be entitled at his own option to terminate his agreement:

Provided always that the power of termination hereinbefore contained shall not be exercised by the promoter, unless and until the promoter shall have given to the Flat Purchaser fifteen days prior notice in writing of his intention to terminate this agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice:

Provided further that upon termination of this agreement as aforesaid, the promoter shall refund to the Flat Purchaser the instalments of sale price of the Flat, which may till then have been paid by the Flat Purchaser to the Promoter but the promoter shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Promoter, the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit.

8.     The fixture fittings and amenities to be provided by the Promoter in the said building and the Flat are those that are set out in Annexure 'E' annexed hereto.

9.     The Promoter shall give possession of the flat to the Flat Purchaser on or before ......... ....... day of ................ 19 ........ if the Promoter fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond his control and of his agents as per the Provisions of section 8 of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ownership Flats Act, by the aforesaid date or the date or dates prescribed in section 8 of the said Act, then the Promoter shall be liable on demand to refund to interest at nine per cent per annum from received by him in respect of the flat with simple the date the promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the promoter to the Flat Purchaser there shall, subject to prior encumbrances it any, be a charge on the said land as well as the construction or building in which the Flats are situated or were to be situated:

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of-

                      i.        non-availability of steel, cement, other building materials, water or electric supply;

                     ii.        war, civil commotion or act of God;

                    iii.        any notice, order, rule, notification of the Government and/or other public or competent authority.

10.  The Flat Purchaser shall take possession of the Flat within ......... days of the Promoter giving written notice to the Flat Purchaser intimating that the said Flat is ready for use and occupation:

Provided that if within a period of three years from the date of handing over the Flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Promoter any defect in the Flat or the building in which the Flat is situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorised changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchaser shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

11.  The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence/office showroom/shop, godown for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking the Flat Purchaser's own vehicle.

12.  The Flat Purchaser along with other purchasers of flats in the building shall join in forming and registering the society or a Limited Company to be known by such name as the Flat Purchasers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within .................... days of the same being forwarded by the Promoter to the Flat Purchaser, so as to enable Promoter to register the occupation of the Flat Purchaser under section 10 of the said Act within the time limit prescribed by rule 8 of the \_\_\_\_\_\_\_\_\_\_\_ Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co- operative Societies or the Registrar of Companies as the case may be or any other Competent Authority.

13.  Unless it is otherwise agreed to by and between the parties hereto, the promoter shall, within four months of registration of the Society or limited Company, as aforesaid cause to be transferred to the society or Limited Company all the rights, title and the interest of the Vendor/lessor/Original Owner/Promoter and/or the owners in the aliquot part of the said land together with the buildings by obtaining/or executing the necessary conveyance/land or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance/assignment of lease shall be in keeping with the terms and provisions of this Agreement.

14.  Commencing a week after notice in writing is given by the Promoter to the flat Purchaser that the flat is ready for use and occupation, the flat Purchaser be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoing in respect of the said land and building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors. chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society/Limited Company is formed and the said land and building/s transferred to it, the Flat Purchaser shall pay to the promote( such proportionate share of outgoing as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined, the Flat Purchaser shall pay to the Promote( provisional monthly contributions of Rs ........... per month towards the outgoing. The amounts so paid by the Flat Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance/assignment of lease being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoter to the society or the Limited Company, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

15.  The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts:-

                      i.        Rs. ................ for legal charges.

                     ii.        Rs. ................ for share money application, entrance fee of the Society or Limited Company.

                    iii.        Rs. ................ for formation and registration of the Society or limited Company.

                    iv.        Rs. ................ for proportionate share of taxes and other charges.

                     v.        Total Rs. ..........................

16.  The Promoter shall utilise the sum of Rs ............... paid by the Flat Purchaser to the Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-law, Advocates of the Promoter in connection with formation of the said Society, or as the case may be Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or' assignment of lease.

17.  At the lime of registration, the Flat Purchaser shall pay to the Promoter the Flat Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the building to be executed in favour of the Society or limited Company.

18.  The Flat Purchaser/s or himself/themselves with intention to bring all persons into whosoever hands the Flat may come, doth hereby covenant with the Promoter as follows:

a.     To maintain the flat at his own cost in good tenantable repair and condition from the date the possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the building in which the Flat is situated and the Flat itself or any part thereof.

b.    Not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages whose upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.

c.     To carry at his own cost all internal repairs to the said Flat and maintain the flat in the same condition, state and order in which it was delivered by the promoter to the Flat Purchaser and shall not do or suffering to be done anything in or to the building in which the flat is situated or the flat which may be given by the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and or other public authority.

d.    Not to demolish or cause to be demolished the Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains, pipes in the Flat and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat is situated and shall not chisel or in any other manner damage to columns, beams, wall , slabs or RCC, Pardis or other structural members in the flat without the prior written permission of the Promoter and/or the Society or the Limited Company.

e.     Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f.     Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.

g.    Pay to the Promoter within .............. days of demand by the Promoter, his share of security deposit demanded by concerned local authority or Government for giving electricity or any other service connection to the building in which the Flat is situated.

h.     To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Flat by the Flat Purchaser viz. user for any purposes other than for residential purpose.

i.      The Flat Purchaser shall not let, sub-let, transfer, assign or part with Flat Purchaser interest or benefit factor of this Agreement or part with the possession of the Flat, until all the dues payable by the Flat Purchaser to the Promoter under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Promoter.

19.  The Flat Purchaser shall observe and perform all the rules and regulations which the society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that my be made from time to time for protection and maintenance of the said building and the flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company regarding the Occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this Agreement.

20.  Till a conveyance of building in which Flat is situated is executed, the Flat Purchaser shall permit the promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

21.  The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Flat Purchaser as advance or deposit sums received on account of the share capital for the promotion of the Co-operative Society or a company or towards the outgoing, legal charges and shall utilise the amounts only for the purposes for which they have been received.

22.  Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the promoter, until the said land and Building is transferred to the Society / Limited Company as hereinbefore mentioned.

23.  Any delay tolerated or indulgence shown by the promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Promoter shall not be construed as a waiver on the part of the promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

24.  The Flat Purchaser and/or the Promoter shall present this Agreement as well as the conveyance / assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the promoter will attend such office and admit execution thereof.

25.  All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser, by Registered Post AD / Under Certificate of posting at his/her address specified below :

Viz. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Society, or as the case may be, the Limited Company

26.  This Agreement shall always be subject to the provisions of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Apartment Ownership Act and the rules made thereunder/said Act and the rules made thereunder.

Note: Testimonial clause to be finalised in individual cases having regard to the constitution of the parties to the agreement.

First Schedule above referred to

(Description of the freehold/leasehold land).

Second Schedule above referred to

(Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities)

ANNEXURE A

Name of the Attorney-at-Law/Advocate.

Address:

Date:

NO.

RE:

CERTIFICATE

This is to certify that we have investigated the title to the aforesaid property, which is more particularly described below in the Schedule hereunder written and have perused title deeds and certify that in our opinion the title of ...................... the Vendor/Lessor/ Original Owner/Promoter is clear, marketable and free from encumbrance, charges and/or claims.

The Schedule above referred to

(Description of property)

\_\_\_\_\_\_\_\_\_ : dated .............. day of ............................, 2000

(Signed)

Signature of Attorney-at-law/Advocate

ANNEXURE B

(Copies of Property Card or any other revenue record showing nature of the title of the Vendor/lessor/Original Owner/Promoter to the said land) .

ANNEXURE C

(Copy of the plans and specifications of the Flat as approved by the concerned local authority).

ANNEXURE D

(Description of the Flat).

ANNEXURE E

(Specifications and amenities for the Flat).

Note.. Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the agreement. Received of and from the Flat Purchaser abovenamed the sum of Rupees ........... being the fifteen per cent of the sale price of the Flat as advance payment or deposit paid by the Flat Purchaser to the Promoter.

I say received. The Promoter/s.

**Package Deal Agreement for Sale of Flats in bulk to a Purchaser**

This Agreement made at .................. on .................. this .............. day of ............., 2000, Between (1) A, son of................ resident of ............... (2) B, son of ............................. resident of ..................................... and (3) C, son of .............................. resident of ........................ (hereinafter called "the Vendor", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators and Assigns) of the ONE PART and the ................... a company incorporated under the Companies Act, 1956 and having its registered office at ......................... (hereinafter called 'the Purchasers', which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

Whereas the Vendors are absolutely seized and possessed or otherwise well and sufficiently entitled to the piece or parcel of land bearing Plot No ............. situated at.......................................... more particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown surrounded by red coloured boundary line, which is hereinafter referred to as "the said land".

And Whereas the Vendors have purchased the said land under a Deed of conveyance dated .................... and made between ................. of the one part and Vendors of the other part, which sale deed has been registered with Sub-Registrar of Assurances, in Book No. 1 at pages ......... at Sr. No ............ in Volume No ......................

And Whereas the said land was not vacant as on the date of the commencement of the Urban Land (Ceiling and Regulation) Act, 1976, and as such no permission is required from the Government of ………………… or the competent Authority under the said Act to hold the said land and deal with the same.

And Whereas the Vendors propose to demolish the old structures standing on the said land and intend to construct the buildings thereon and for that purpose, the Vendors have submitted site plans for construction of the building on the said land, to the Municipal Corporation of ……………… and the said ………………. Municipal Corporation have approved the said plans on terms and conditions set out in its letter dated ..................... a true copy whereof is annexed hereto and- marked as Annexure - A;

And Whereas the Purchasers intend to purchase ready built flats for their executives and employees in the city of .............. and advertised for the same in the newspapers and the Vendors have submitted their offer to sell the flats to the Purchasers which the Purchasers have agreed to purchase.

Now this agreement witnesseth and it is hereby agreed by and between the parties hereto as under:

1.     The Vendors shall sell to the Purchasers and the Purchasers shall purchase from the Vendors the said land and four buildings with ……… flats being constructed thereon at the rate of Rs. ................. (Rs. ...................................................... ) per sq. ft. of built up area of the entire completed buildings.

The purchasers shall pay the said price to the Vendors in the manner given below:

              i.        Rs. ................................... on execution of this Agreement

             ii.        Rs . ........................................ on plinth

            iii.        Rs . ......................................... on casting of 1st slab

            iv.        Rs ……….......................... on casting of 2nd slab

             v.        Rs. ........................................ on casting of 3rd slab

            vi.        Rs. ......................................... on casting of 4th slab

           vii.        Rs. ........................................ on casting of 5th slab

          viii.        Rs. ....................................... after completion of sanitary, plumbing and carpentry work.

            ix.        Rs. ......................... on handing over the possession of the buildings.

The Purchasers shall make payment to the Vendors in different stages, on receipt of the certificate from the Architect to the effect that the Vendors have completed the stage on which payment is required to be made in terms of this Agreement.

2.             The Vendors hereby agree and undertake to construct on the said land the buildings consisting of …… flats in accordance with the plans approved by .............. Municipal Corporation, true copies whereof are annexed hereto and marked as Annexure - A, in accordance with the specifications set out in the Second Schedule hereunder written:

PROVIDED that the Purchasers may require the Vendors to make changes or alterations in the said plans, as it may deem necessary to suit its requirements AND the Vendors hereby undertake to get the said alterations or changes approved by the Municipal Corporation of .............. at its own cost and execute the said alterations or changes within the aforementioned cost SUBJECT HOWEVER to the condition that the said alteration or changes do not involve any change in the specifications as specified in the Second Schedule hereunder written. It is hereby agreed by the parties hereto that in the event of any such alterations or changes in the specifications annexed hereto, the Purchaser shall pay to the Vendors extra charges to be incurred by them in respect of the changes or alterations.

3.     The fixtures, fittings and amenities to be provided by the Vendors in the said buildings are those set out in Annexure - B annexed hereto.

4.     The rate of Rs...................... per sq. ft. of the built-up area of the said completed buildings on the said land is inclusive of:

                      i.        The cost of land.

                     ii.        Civil works.

                    iii.        Plumbing and sanitary works.

                    iv.        Water, electricity and gas connection including internal and external water supply.

                     v.        Compound wall of the land with gates.

                    vi.        Fire fighting installation.

                   vii.        Two lifts each in all the buildings.

                  viii.        Underground and overhead tanks, pump houses an installation of electrically operated water pumps.

                    ix.        All deposits with the authorities for water, electricity, gas, sewerage, sanction of the plans, etc.

                     x.        Remuneration and other expenses of the Architects and RCC specialists.

                    xi.        Insurance of the buildings during the construction.

                   xii.        All other works required for the completion of the buildings as per bye-laws of the ………………….. for issue of completion and occupation certificates.

The above rates are firm and shall not be varied under any circumstances whatsoever. All taxes payable in respect of the constructions and materials including sales tax on works contract, if payable, shall be payable by the Vendors.

5.     The total built up area of the said building shall be about .................. sq. ft. and the Purchasers shall pay the purchase price on the basis of actual calculations arrived at after joint measurements by the Architects of both the parties.

6.     The expression 'built up area' shall mean the plinth area of all the floors and balconies as shown in the approved plans measured from their respective outer parameters. The staircase and lift with their common passages and landings measured from plaster to plaster will be excluded from the calculation of the built up area. The areas of the Pump rooms, lofts, suction tanks, overhead tanks and watchman's cabins, staircase cabin, lift machine room, open chocks, ducts within or outside the buildings, terrace and the architectural projections shall not be taken into consideration for the purpose of arriving at built up area of the buildings for calculating purchase price.

7.     The Vendors hereby declare that the floor space index (F.S.I.) in respect of the said land is ..................... sq. m. and no part of the said FSI has been utilised by the Vendors. It any additional F.S.I. become available at any time but before the execution of Deed of Conveyance, the Vendors will be entitled to utilise the said F.S.I. elsewhere and the Purchasers will not object to the same and will not be entitled to any benefits arising out of the same. If any such additional F.S.I. becomes available, after the execution of Deed of Conveyance the Purchasers will be entitled to utilise the said F.S.I. in additional construction on the said buildings as may be allowed by .............. Municipal Corporation.

8.     The Purchasers shall pay Rs. ................ to the Vendors on the execution of these presents.

9.     The Vendors shall make out a clear and marketable title to the land to the satisfaction of the Purchaser's Solicitors and Advocates. In the event of the Vendors not satisfying the Purchaser's Solicitors about their title within ....... days from the date of execution of this agreement, the Vendors shall refund the earnest money of Rs. ....................... together with interest at the rate of ....... % p.a. thereon within ....... days of expiry of ....... days of execution of these presents.

10.  The Vendors agree and undertake to pay all taxes, duties, assessments, dues, levies and outgoings in respect of the said land and the buildings to be constructed thereon upto the date of execution of the deed of conveyance in favour of the Purchasers and the Purchasers shall bear and pay the same from the date of the conveyance.

11.  The Vendors shall within eight days from the execution of these presents deliver to the Purchaser's on their accountable receipt all the title deeds within their possession or power relating to the said land hereby agreed to be sold, for the purpose of examining the title thereto.

12.  The Vendors shall deduce a marketable title to the land hereby agreed to be sold free from reasonable doubts and all encumbrances. The Vendors agree and undertake that they will at their own cost get in all outstanding estimates and clear all defects in title, encumbrance and claims to or in respect of the said land including all claims by way of sale, exchange, mortgage, gifts, trust, inheritance, possession, lease, lien, easements or otherwise.

13.  In case the Vendors fail to make out a marketable title to the satisfaction of Purchaser's solicitors and Advocates or should any objection or requisition whatsoever be insisted upon which the Vendors are unable to comply with, the Purchasers may terminate this agreement and thereupon the Vendors shall refund the earnest money with interest at the rate of ...... % per annum thereon till repayment. In such an event neither party shall be entitled to any damages or specific performance of this agreement.

14.  The Vendors hereby declare that the said land hereby agreed to be sold to the Purchasers is freehold land and has been converted into non-agricultural use and that the said land is free from encumbrances, mortgages, attachments or charge of any nature.

15.  The Vendors declare and represent to the Purchasers that the said land was not vacant on the date of coming into force of the Urban Land (Ceiling & Regulation) Act, 1976 and therefore no permission from the Government of .............. or Competent Authority, Urban Land Ceiling, is required for the sale of the said land.

16.  It is hereby agreed that the stamp duty and registration charges and all out of pocket costs, charges and expenses of and incidental to this agreement and the conveyance seed shall be borne and paid by the Purchasers. However, the Vendors and the Purchasers will bear and pay for their own solicitors' charges.

17.  The Vendors shall obtain and produce or shall cause to be obtained and produced by all other parties concerned requisite certificate under section 230A of the Income-tax Act, 1961 in respect of the sale of the said land and the buildings to the Purchasers. The Vendors shall also obtain no objection certificate from the Appropriate Authority, Income-tax Department under Chapter XXC, income-tax Act, 1961. The Purchasers shall join the Vendors in making application under section 269UC, Income-tax Act, 1961 to the Appropriate Authority, Income-tax Department for obtaining no objection certificate.

18.  The Vendors hereby agree to observe, perform and comply with all the terms, conditions, stipulation and restrictions, if any, which may have been imposed by the .............. Municipal Corporation at the time of sanctioning the said plans or thereafter and shall before handing over possession of the building to the Purchaser, obtain from the .............. Municipal Corporation, completion and occupation certificates in respect of the buildings to the Purchaser.

19.  The Vendors hereby declare that at present there is no notice, order or intimation issued by the Government or the Municipal Corporation of .............. or any other public body or authority for acquisition or requisition of the said land or any part thereof and it any such notice, order or intimation is received by the Vendors before the execution of conveyance deed pursuant to these presents, then the Purchasers may terminate this agreement and in such case the Vendors shall return and repay the earnest money together with the interest amount at the rate of 18% per annum till the date of repayment thereof. However the Purchasers may require the Vendor to complete the sale subject to such notice, order or intimation, if so desired by the Purchasers. The Purchaser will communicate its decision to the Vendors in writing within 30 days from the issue of such notice, order or intimation. In case, the Purchasers opt to terminate this agreement, each party shall bear their own costs incurred upto that period.

20.  The Vendors shall make and execute a conveyance deed in favour of the purchasers or their nominee or nominees after the construction stage of all the buildings reach upto plinth level and the conveyance deed will be executed for a price of the land and the cost of construction completed upto the date of execution of conveyance deed. The draft of the conveyance deed shall be prepared by the Purchaser's solicitors and approved by the Vendor's solicitors.

21.  At the time of execution of the conveyance deed in respect of the land, the Vendors shall deliver or cause to be delivered to the Purchasers the title deeds exclusively relating to the said land hereby agreed to be sold and shall keep the common documents in their safe custody and produce the same to the Purchasers as and when required by the Purchasers for reasonable cause and a covenant to that effect shall be inserted in the conveyance deed to be executed in respect of the land.

22.  If the purchase of the land with flats is not completed due to wilful default on the part of the Purchasers, the Vendors will be entitled to forfeit earnest money paid by the Purchasers and the Vendors shall also be entitled to claim all costs, charges and expenses including the Vendors solicitors' professional fees and costs incurred by the Vendors. However in any case, the Vendors shall not be entitled to insist upon specific performance of this Agreement.

23.  If the sale of the land with flats is not completed due to wilful default on the part of the Vendors, the Purchasers shall be entitled either to claim specific performance or to terminate the agreement and claim damages from the Vendors and in either of the events, the Vendors shall be liable to pay all costs, charges and expenses, solicitors' fees and costs incurred by the Purchasers together with the return of earnest money and other sum paid with interest thereon at the rate of 18 per cent per annum.

24.  Upon completion of the sale, the Purchasers shall be the absolute owners of the said land and buildings thereon and the Vendors shall complete the construction of the buildings and his possession of the said land will be as mere licencee.

25.  The Vendors hereby agree and undertake to complete the construction of all the buildings agreed to be sold hereunder on or before the expiry of six months from the date of execution of these presents in accordance with the plans duly approved and sanctioned by the Municipal Corporation of .............. and specifications as set out in the Second Schedule written hereunder and other terms and conditions as set out in this agreement.

Provided that the Vendors shall be entitled to reasonable extension of time for giving delivery of buildings on the aforesaid date, if the completion of the buildings is delayed on account of-

                      i.        non-availability of steel, cement, other building material, water or electric supply;

                     ii.        war, civil commotion or act of God;

                    iii.        any notice, order, rule, notification of the Government, .............. Municipal Corporation and/or other public or competent authority.

26.  The Vendors shall execute the construction work with good material and in workmanship manner and the Purchasers may be entitled to depute its own Engineer to supervise the construction work.

27.  The Vendors will undertake all the works included in the Agreement and they shall not directly or indirectly transfer, assign or under-let the contract or any part/share thereof or any interest therein without the prior consent of the Purchaser in writing.

28.  If the Vendors fail to complete the said buildings on the said land within the period or the extended period as stipulated in the foregoing provision and fail to deliver the possession of the same to the Purchasers by the stipulated date, the Vendors shall be liable to pay liquidated damages calculated at Rs. ....... per day for the period during which the said works shall so remain incomplete and the purchasers may deduct such damages from any moneys due to the Vendor. The Vendors hereby authorise the Purchasers to deduct such liquidated damages, if any, from any payments to be made to the Vendors in terms of this agreement.

29.  It is hereby further agreed between the parties hereto that the Vendors shall allow the Purchaser's officials or his Engineers on site ' at all reasonable times to inspect the progress of the construction work and materials used for the construction and the said persons shall be entitled to point out to the Vendors any defects in the construction work, quality of workmanship or materials used when such defective work is in progress or being executed or such material is being brought on site and in such case the Vendors shall rectify such defects in the said construction at their own cost and if the Vendors tail to rectify the defects, the purchasers shall be entitled to get such defects removed at the risk and cost of the Vendors.

30.  The Vendors shall procure all the materials required for construction of the buildings, including steel and cement at their cost, and the Purchasers shall not be liable for the procurement of such item. However, the Purchasers shall co-operate with the Vendors by making necessary applications to the concerned authorities, it required by the Vendors for steel and cement.

31.  The Vendors shall procure the completion and occupation certificates in respect of all the buildings necessary from the Municipal Corporation of .............. in order to enable the Purchasers to occupy and use the buildings. As soon as the completion and occupation certificates are received by the Vendors, the Vendors shall give a notice to the Purchasers to deliver the possession of the said buildings and the Purchasers shall receive the possession of the said buildings within a week from the date of receipt of such notice.

32.  If before the execution of the Deed of Conveyance in respect of the land and buildings, the said land and building is notified by the Government or any other authority for acquisition or requisition, the Purchasers shall not be entitled to cancel this Agreement. In case of acquisition of the land and the buildings, the Purchasers shall be entitled either to refund of the amount paid by him to the Vendors under this Agreement or to the compensation for property if and when awarded by the Government or other Authority at the discretion of the Vendors. In case of requisition of the land and buildings, the Purchasers will be entitled to the compensation that will be awarded by the requisitioning authority.

33.  The Vendors hereby agree and undertake to indemnify and keep the Purchasers indemnified against any claims, demands, actions or proceedings that may be made or taken or commenced against the Purchasers or that may be suffered by the Purchasers by reason of anything done by the Vendors for the construction of the buildings in pursuance of this agreement.

34.  It is hereby further agreed between the parties hereto that the Vendors shall allow the Purchaser's officials or his Engineers on site ' at all reasonable times to inspect the progress of the construction work and materials used for the construction and the said persons shall be entitled to point out to the Vendors any defects in the construction work, quality of workmanship or materials used when such defective work is in progress or being executed or such material is being brought on site and in such case the Vendors shall rectify such defects in the said construction at their own cost and if the Vendors tail to rectify the defects, the purchasers shall be entitled to get such defects removed at the risk and cost of the Vendors.

35.  The Vendors shall procure all the materials required for construction of the buildings, including steel and cement at their cost, and the Purchasers shall not be liable for the procurement of such item. However, the Purchasers shall co-operate with the Vendors by making necessary applications to the concerned authorities, it required by the Vendors for steel and cement.

36.  The Vendors shall procure the completion and occupation certificates in respect of all the buildings necessary from the Municipal Corporation of .............. in order to enable the Purchasers to occupy and use the buildings. As soon as the completion and occupation certificates are received by the Vendors, the Vendors shall give a notice to the Purchasers to deliver the possession of the said buildings and the Purchasers shall receive the possession of the said buildings within a week from the date of receipt of such notice.

37.  If before the execution of the Deed of Conveyance in respect of the land and buildings, the said land and building is notified by the Government or any other authority for acquisition or requisition, the Purchasers shall not be entitled to cancel this Agreement. In case of acquisition of the land and the buildings, the Purchasers shall be entitled either to refund of the amount paid by him to the Vendors under this Agreement or to the compensation for property if and when awarded by the Government or other Authority at the discretion of the Vendors. In case of requisition of the land and buildings, the Purchasers will be entitled to the compensation that will be awarded by the requisitioning authority.

38.  The Vendors hereby agree and undertake to indemnify and keep the Purchasers indemnified against any claims, demands, actions or proceedings that may be made or taken or commenced against the Purchasers or that may be suffered by the Purchasers by reason of anything done by the Vendors for the construction of the buildings in pursuance of this agreement.

39.  All notice to be served on the Vendors and Purchasers shall be deemed to have been duly served, it sent to the Vendors and the Purchasers by Registered Post A.D. at their addresses specified

**Below:-**

For the Vendors ...............................................

For the Purchaser ...............................................

40.  This Agreement shall be executed in duplicate. The original shall be retained by the Purchasers and the duplicate by the Vendors.

IN WITNESS WHEREOF the Vendors have signed these presents and a duplicate hereof and the Purchasers have caused these presents and the said duplicate to be signed on its behalf by its Managing Director duly authorised by its Board of Directors the day and year first hereinabove written.

The Schedule above referred to

Signed and delivered by the within named Vendors

Signed and delivered by the within named Purchasers

........................... by the hands of its Managing Director

Shri .....................................duly authorised by its Board

of Directors in its meeting held on ... ................

WITNESSES;

1.

2.

**Particulars of Conditions of Sale by Auction of Moveable Property**

The particulars and conditions of sale of the moveable property belonging to Mr. ... and described in the Schedule hereunder written to be put up for sale by Public Auction on the -- day of -- at the hour of ... by the Auctioneers at their office at ... at the instance of M/s ... under the powers given to them by a Deed of Hypothecation executed by the said ... therein and hereinafter referred to as the Borrower in favour of the said M/s ... hereinafter referred to as 'The Lenders'

THE SCHEDULE OF MOVEABLE PROPERTY All tangible moveable property, plant, fixed or otherwise. Machinery, fittings, lying on the premises situate at ... or in the godowns of the Borrower or lying In or upon the said premises of the Borrower which include the following machinery articles and things. (List of machinery articles & things The Intending Purchasers can take inspection of the aforesaid moveable properties on ... between 11 a.m. and 4 p.m.

CONDITIONS OF SALE OF THE MOVEABLE PROPERTY described in the above mentioned Schedule.

1.     No person shall at any bidding offer a less sum than what shall be **fixed**by the Auctioneers or retract a bid.

2.     The highest bidder shall be the Purchaser, provided the Auctioneers shall consider that a sufficient bid has been offered, and if any dispute arises as to the last or highest bid, the property shall be put up again at the last undisputed bid and resold.

3.     The Purchaser shall at the time of the sale pay to the Auctioneer the full amount of the Purchase money either in cash or by Bank Draft; otherwise the property shall forthwith be resold. Any deficiency of price which may arise on a re-sale by reason of the Purchaser's default and all costs and expenses occasioned by such re-sale shall be recoverable from the defaulting purchaser with interest thereon at the rate of Rs. ... p. c. p.a. till payment or realisation.

4.     Upon payment of the Purchase money, the Purchaser shall at his own expense take such steps as may he necessary for the purpose, of obtaining, delivery of the property. The Purchaser shall purchase the said moveable property on 'as is where is basis' without any guarantee or warranty as to the quality or quantity.

5.     The said moveable shall remain and be at the sole risk of the Purchaser in all respects including loss of or damage by fire or theft or other accident and other risk from the date the same are knocked down to the Purchaser. The Purchaser shall not be entitled to annul the sale on any ground whatsoever.

6.     The intending Purchaser shall satisfy himself as to the identity and correctness of the description of the property. If any error, misstatement or omission shall appear to have been made in the particulars of the sale before giving the bid, the Purchaser shall be deemed to have waived all such objections and all such errors, misstatements, omissions shall not annul the sale nor it shall entitle the Purchaser to be discharged from his Purchase nor shall any compensation be allowed to the Purchaser in respect thereof.

7.     The Auctioneers shall as soon as possible, after the sale, proceed to certify the result. The Purchaser shall at his own cost and expense remove immediately the moveable property from the premises where the same is stored.

8.     By a Deed of Hypothecation of tangible moveable property dated ... the Borrower in consideration of the sum of Rs. ... having been lent and advanced by the said M/s ... the Lenders to the Borrower the Borrower transferred, assigned and assured by way of security in favour of the Lenders all the said assets of the Borrower subject to the provision for redemption therein contained.

9.     By the said Deed of Hypothecation, the Borrower covenanted to pay to the said Lenders the principal interest and costs and expenses due by the Borrower to the Lenders as stated in the said Deed of Hypothecation and it was agreed and declared that in the event of the Borrower committing breach of the covenant the Lenders will be entitled to sell the moveable property by public auction.

10.  The Borrower committed breaches of the terms of the said Deed of Hypothecation from time to time and failed and neglected to repay the principal amount, together with interest and costs, and the said Lenders have become entitled to sell the property by auction. A sum of Rs. ... (inclusive of Interest) is due and payable by the Borrower to the Lenders. The Lenders have now instructed the Auctioneers to sell the said property by auction.

11.  At the request of said M/s ... the Lenders the Auctioneers are now putting up the said property for sale by public auction.

Dated this ... day of ... …, 2000.

AUCTIONEERS.

**Sale by Official Liquidator of the Company**

THIS Sale Deed made at .................... on this ............. day of .........................., 2000 by Shri ............................... official LIQUIDATOR of XYZ CO. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at .................... hereinafter called the Company (in liquidation) (hereinafter called the Vendor) of the ONE PART; and Shri X, son of Y, resident of ................... (hereinafter called the Purchaser) of the OTHER PART.

Whereas the XYZ CO. LTD. was ordered to be compulsorily liquidated and wound up by an order dated ....................... passed by Hon'ble Liquidation judge of the .............. High Court, and the said Vendor was appointed as its official LIQUIDATOR.

And Whereas the Vendor for the purpose of and in the course of the liquidation of the said company, submitted a report dated ..................... to the Hon'ble Liquidation Judge and the Hon'ble liquidation Judge vide order dated ................. authorised the Vendor to sell the company's properties more particularly described in the Schedule hereto by auction through M/s . ....................................... Auctioneers and the Auctioneers in the auction held on ................. accepted the highest bid of the Purchaser subject to the approval and sanction of the Hon'ble Liquidation Court and received a sum of Rs . ...................... as deposit.

And Whereas the sale of the company properties mentioned in the Schedule hereto in favour of the Purchaser was sanctioned by an order dated ........................ passed by the Hon'ble liquidation Judge and the Vendor has been authorised to execute sale deed of the Company's properties mentioned in the schedule hereto in favour of the Purchaser by the said order dated .........................

Now This Deed of Sale Witnesseth that in pursuance of the orders dated ......................... and dated ....................... passed by the Hon'ble Liquidation Judge ............. High Court for the sale of the properties mentioned in the Schedule hereto and sanction of the sale of the said properties in favour of the Purchaser respectively and in consideration of the sum of Rs .............. by demand draft No. .................. dated ...................... issued by the ........... ................. Branch . .............. (the receipt whereof the Vendor hereby acknowledges) the Vendor hereby grants, conveys, transfers and sells all that properties mentioned more particularly mentioned in Schedule hereto, heretofore belonging to and forming part of the said Company UNTO THE SAID PURCHASER, his heirs, legal representatives, executors, administrators and assigns to have and to hold the same unto the Purchaser as full and absolute owner thereof.

2.     The Vendor hereby covenants with the Purchaser as follows.-

a.     That the Vendor and the Company has good title to convey, sell, transfer the said properties to the Purchaser and the Purchaser shall peacefully and quietly possess and enjoy the said properties hereby conveyed, transferred, granted and sold to him without any disturbance, hindrance, obstruction by the Vendor or the Company or any person or persons claiming under or through them.

b.    That the properties hereby conveyed, transferred and sold have not been encumbered or charged by the Company as is evident from the books of the Company or that the said properties have not in any way encumbered or charged after the date of winding up.

c.     That the Vendor has paid all the taxes, assessments, dues, duties and outgoings in respect of the properties mentioned in the Schedule hereto payable to the State of ............. Municipal Corporation of ...................... or any other local body or authority.

d.    That the Vendor will not be personally liable in any way for any defect in the title of the Company in respect of the properties hereby conveyed, transferred or sold.

3.     The Vendor has delivered the possession of the properties mentioned in the Schedule hereto and title deeds in respect thereof to the Purchaser on the date of presentation of this deed for registration before the Sub-Registrar.

IN WITNESS WHEREOF, the parties have executed this deed on the day and year first abovementioned.

The Schedule above referred to

Vendor ................................

Purchaser …............................

WITNESSES;

1.

2.

 **SALE BY SEVERAL JOINT OWNERS**

THIS DEED OF SALE made on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ BETWEEN AA. etc., BB. etc \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and CC. etc. (hereinafter called the Vendors of the one part AND EE. etc. (hereinafter called the Purchaser) of the other part.

WHEREAS the Vendors are owners of the property described in the Schedule hereto as tenants-in-common in equal shares (or, as joint tenants) and they have agreed to sell the same to the Purchaser at the price of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

NOW THIS DEED WITNESSES as follows:

1. In consideration of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. . paid by the Purchaser to the Vendors (the receipt of which the Vendors hereby acknowledge) each of them the Vendors so far as relates to his own share, estate or interest in the property hereby sold (but so as to make each of them liable by way of damages in respect of every breach of implied covenant to the extent of one-third only of such damages) hereby transfers etc.

2. The Vendors will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further more perfectly assuring the said premises to the Purchaser, his heirs or assigns as may reasonably be required.

3. The interest hereby transferred subsists and the Vendors have power to sell the same.

4. The property hereby sold is free from encumbrances:

5. PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained the expressions the Vendors and the Purchaser hereinbefore used include their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed this deed on the date mentioned against their respective signatures.

 **SALE DEED BY ATTORNEY**

THIS DEED OF SALE made on the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_ BETWEEN AA. etc. (hereinafter called 荘the Vendor鋳) of the one part AND BB. etc. (hereinafter called 荘the Purchaser鋳) of the other part.

WHEREAS the Vendor is the owner of the property described in the Schedule hereto under a deed of sale dated the \_\_\_\_\_\_\_executed by one CC.;

AND WHEREAS the Vendor by a deed dated the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and registered at the office of \_\_\_\_\_\_\_on the\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_appointed YZ. his attorney to sell the said property, to receive and give receipt for the purchase money thereof and to execute and present for registration deed of sale thereof;

AND WHEREAS the Vendor by the said YZ. his attorney has agreed with the Purchaser for the sale to him of the said property for the sum of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOW THIS DEED WITNESSES as follows:

1. That in pursuance of the aforesaid agreement and in consideration of Rs\_\_\_\_\_\_\_.paid by the Purchaser to the said YZ as such attorney as aforesaid (the receipt of which the Vendor by the said YZ. hereby acknowledges) the Vendor by the said YZ. as such attorney as aforesaid hereby transfers to the Purchaser by way of sale all the pucca house standing on the land measuring 27 ft. by 10 ft. fully described in the Schedule hereto and for greater clearness delineated on the plan hereto annexed and thereon shown with its boundaries coloured red TO HOLD the same to the Purchaser as absolute owner.

2. The Vendor by the said YZ. as such attorney as aforesaid hereby covenants with the Purchaser as follows:

(i) The said premises shall be quietly entered into and upon and held and enjoyed and the rents and profits received here from by the Purchaser without any interruption or disturbance by the Vendor or any person claiming through or under him and without any lawful disturbance or interruption by any other person whomsoever.

(ii) The Vendor will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further more perfectly assuring the said premises to the Purchaser, his heirs or assigns as may reasonably be required.

iii) The interest hereby transferred subsists and the Vendor has power to sell the same.

(iv) The property hereby sold is free from encumbrances:

3. PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained the expressions 荘the Vendor鋳 and 荘the Purchaser鋳 hereinbefore used include their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed this deed on the dates mentioned against their respective signatures.

**Sale Deed by Liquidator in the Voluntary Winding up of the Company**

1.     This Sale Deed made at ...................... on this ................... day of .................. 2000, between Shri ....................... Voluntary LIQUIDATOR of XYZ Co. Ltd., a Company incorporated under the Companies Act, 1956 and having its registered office at .......................... and hereinafter called the said company and at present in voluntary liquidation, (hereinafter called the Vendor) of the ONE PART and Shri A, son of E, resident of ....................... (hereinafter called the Purchaser) of the OTHER PART.

Whereas By a special Resolution passed by the said company at a general meeting held on ............... it was resolved that the company be voluntarily wound up and Shri ....................... was appointed as its LIQUIDATOR, the notice whereof was duly submitted to the Registrar of Companies ............... as prescribed by law on .............................

And Whereas in a meeting of the members of the said Company, it was resolved that the properties of the company mentioned in the Schedule hereto be sold by the LIQUIDATOR through public advertisements in the leading newspapers and pursuant to the said resolution, the LIQUIDATOR has advertised the sale of the said properties in the issues of ........................ ......................... and ................................ pursuant thereto has agreed to sell the said properties to the Purchaser vide Agreement for sale dated .................... for a consideration of Rs. ................

NOW THIS SALE DEED WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the sum of Rs. ........... paid by the Purchaser before the Sub-Registrar at the time of registration of these presents, (the receipt whereof the vendor hereby acknowledges) the Vendor on behalf of the company hereby convey, transfer and sell unto the Purchaser, his heirs, legal representatives, executors and assigns all those properties mentioned in the Schedule hereto together with all rights, easements, liberties, interests and appurtenances attached to and appurtenant to the said properties or enjoyed therewith and free from all encumbrances and charges TO HAVE AND TO HOLD the same UNTO THE PURCHASER absolutely and forever.

2.     Vendor as LIQUIDATOR in the name and on behalf of the company hereby covenants with the Purchaser as follows:

a.     The Vendor has the good title to convey, transfer and sell the said properties to the Purchaser.

b.    The Purchaser shall have quiet and peaceful enjoyment of the said properties free from any disturbance, interference or obstruction by the Vendor or by the company or any person or persons claiming or through them.

c.     The Vendor and the company will execute any further deeds of assurance that may be necessary in order to perfect the title of the Purchaser in favour of the Purchaser at his request and cost, as shall or may be reasonably required.

d.    The Vendor and the company have delivered the physical possession of the properties and title deeds in respect thereto before the execution and registration of these presents.

IN WITNESS WHEREOF the parties aforementioned have set and subscribed their hands to this deed of sale on the day and year first aforementioned.

Schedule above referred to

Signed and delivered by Shri A,

the within named Vendor

Signed and delivered by Shri ...........................

the within named Purchaser

WITNESSES;

1.

2.

**Sale Deed of Land with Buildings**

This Deed of Sale is made at ............ this .................. day of......................, 2000, between Shri ...............................son of ............................................. residing at ............................... hereinafter referred to as 'Vendor No. 1' (which expression shall unless the context or meaning be otherwise repugnant mean and include his heirs, legal representatives, executors, administrators, assigns) of the FIRST PART and Smt. A, wife of Shri ...................................... residing at .............................. hereinafter referred to as "Vendor No. 2" (which expression shall unless the context or meaning be otherwise repugnant mean and include her heirs, legal representatives, executors, administrators, assigns) of the SECOND PART and M/s. ………………………, a firm registered under the Indian Partnership Act, 1932 and carrying out its business at .................................... represented by the two partners.

      i.                Shri M residing at ...................................

     ii.                Shri N residing at, ................................................ hereinafter referred to as "Vendor No. 3" (which expression shall unless the context or meaning thereof be otherwise repugnant mean and include the heirs, legal representatives, executors, administrators, assigns) of the deceased partners and the partners and the partners for the time being of the THIRD PART in favour of the …………………. a company incorporated under the Companies Act, 1956 and having its registered office at ............................ hereinafter referred to as "the Purchaser" (which expression shall unless the context or meaning thereof be otherwise repugnant mean and include its successors and assigns).

Whereas the Vendor Nos. 1 and 2 are absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece and portion of land in plot No................. admeasuring .................. sq. metres (.................. sq. fts) or thereabout comprising plot area of ................ sq. mts. ( .................. sq. fts.) and the area under approach road admeasuring ........... sq. mts. (....................... sq. fts.) in the layout bearing .................... dated ............... sanctioned -by the .................... Municipal Corporation and comprised in Survey No .................... at ............... .................... more particularly described in the First Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a red coloured boundary line (which piece of land is hereinafter referred to as the said land).

And Whereas the Vendor Nos. 1 and 2 party as the owners of the said land made an application to the Government of ........................................ under section 21 of the Urban land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "the Said Act") for the exemption of plots of land admeasuring ...................... sq. mts. from the provisions of Chapter Ill of the said Act and granting permission for its sale.

and Whereas an order No. ULC ................ dated ......................... was passed by the Government of .................. under section 21 of the Urban Land (Ceiling and Regulation) Act, 1976 and modified vide letter No ...................... dated ................ exempting the land described in the Recital B from the provisions of Chapter Ill of UL (C&R) Act, 1976 and permitting the Vendor Nos. 1 and 2 to sell the said land with buildings to the ……………………... Ltd. the purchaser herein subject to the conditions mentioned therein.

And Whereas by an Agreement for sale dated .................. made between the purchaser and the Vendor No. 3 ………………………. and confirmed by the Vendor Nos. 1 and 2 (hereinafter referred to as "The said Agreement") and Vendor No. 3 has agreed to procure for construction the said land and to construct ................ residential buildings consisting of ..................... flats/tenements as per plan approved by the .................. Municipal Corporation and as per designs and specifications required by the purchaser at the rate and on the terms and conditions contained in the said Agreement.

And Whereas the Additional Collector, .................... has granted permission for non-agricultural use of the land for construction of residential buildings on the said land by order No. ............... dated ..................

And Whereas pursuant to the said agreement the Vendor No. 3 called upon the Vendor Nos. 1 and 2 to execute the conveyance of the said land together with the buildings constructed thereon in favour of the purchaser and the Vendor Nos. 1 and 2 have agreed to do so on the vendor No. 3 joining in the execution of this present as the Vendor No. 3.

And Whereas the Vendors are desirous and have agreed to sell unto the purchaser the said land with three buildings containing ....................... tenements ................ sq. fts. of built-up area which includes over and above the sanctioned rate of Rs . ................ per sq. ft. an extra rate of Rs . ............... per sq. ft. for providing extra amenities, superior specifications and additional developments and the purchaser has agreed to purchase them for the total price of Rs . .............. of which Rs . ................... and Rs . ................. are payable to the Vendor No. 1 and Vendor No. 2 respectively.

Now this Deed of Sale Witnesseth as Follows:

That in pursuance of the said agreement and in consideration of the sum of Rs . ................... (Rupees .......................... only) paid on or before the execution of these presents, by the Vendor No. 3 to the Vendor Nos. 1 and 2 in further consideration of the sum of Rs. .................... (Rupees ......................... only) paid on or before the execution of these presents, by the Purchaser to the Vendor No. 3 (the receipt and payment of which the vendors do hereby acknowledge, and admit and of and from the same and every part thereof, do hereby acquit and release and forever discharge the purchaser), the vendors do hereby GRANT, CONVEY, SELL, TRANSFER AND ASSURE unto the purchaser, its successors, assigns and administrators-in-interest ALL THE SAID land more particularly described in the First Schedule hereunder written together with the three buildings consisting of ....... flats and all ways, paths, passages, easements, privileges, trees, appurtenances, whatsoever to the said plot or in any way appertaining to the same and/or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed to be so held, used, occupied or enjoyed and all the estate, right, title, interest, claim and demands whatsoever both at law or in equity of the vendors into or out of the said plot, hereby granted, conveyed, sold, transferred and assured or otherwise expressed and intended so to be UNTO AND TO THE use of the purchaser absolutely forever and absolutely free from all encumbrances, claims, SUBJECT HOWEVER to the payment of all rates, taxes, assessments, dues and duties chargeable upon the said plot and payable to the Government or the Municipal Corporation of the City of .................... or any other authority in respect thereof and the vendors do hereby covenant with the purchaser that notwithstanding any act, deed or thing by the vendors done or executed or knowingly suffered to the contrary, the vendors now have in themselves good right, full power and absolute authority to grant, convey, sell, transfer and assure the said land with the buildings hereby conveyed and assured or expressed and intended so to be unto and to the use of the purchaser in the manner aforesaid and that the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the same and receive the rents and profits thereof without any lawful eviction, interruption, claim and demands whatsoever from or by the vendors or by any other person or persons lawfully or equitably claiming by, from, under or in trust for the vendors and that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the vendors well and sufficiently saved, defended or kept harmless and indemnified, or from and against all estates, claims, charges, encumbrances whatsoever heretofore made, executed, occasioned or suffered by the vendors or by any person or persons lawfully claiming or to claim by, from, under or in trust for them and the vendors and all other persons claiming by from / or under the vendors shall and will from time to time and at all times hereinafter at the request of the purchaser execute, make or perfect or cause to be executed, made or perfected all such acts, deeds, things and assurances whatsoever for further and more perfectly assuring the said land and building constructed thereon and every part thereof UNTO AND TO THE USE of the Purchaser as shall or may be reasonably required.

AND THIS INDENTURE FURTHER WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the vendors with intent to bind so far as they can, call upon all persons into whose custody the deeds and writing comprised in the Second Schedule hereunder written shall come DO FURTHER COVENANT with the purchaser, its successors and assigns that the vendors shall and will unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser or any person or persons having or lawfully or equitably claiming through the purchaser, its successors and or assigns any estate or interest in the said land described in the First Schedule hereunder written or any part thereof produce or cause to be produced to the purchaser and other person or persons as aforesaid or its/their solicitors, advocates or agent or the person or persons so requiring production of the said deeds and writings comprised in the Second Schedule hereunder written at any trial, hearing, commission or examination or in the course of any judicial or other proceedings or otherwise as occasion shall require all or any of the said deeds and writings comprised in the Second Schedule hereunder written which relate as well as to the said land as also to other land belonging to the vendors and the possession of which is retained by the vendors for the proof, defence and support, of the title of the purchaser, its successors and assigns or any other person or persons as aforesaid to the said land described in Schedule 1 hereunder written or any part thereof and will permit the same to be examined, inspected or given in evidence and will also at the like request and cost of the purchaser, its successors or assigns or any other person or persons as aforesaid made and furnish or cause to be made and furnished to it/or them such true attested or other copies or abstracts of or extracts from the same deeds and writings respectively or any of them as it or they may require and shall and will in the meantime unless prevented as aforesaid keep the same deeds and writings safe, whole, uninjured, unobliterated and uncancelled. Provided always and it is hereby declared that in case the vendors or their successors and assigns shall deliver the said deeds and writings or any of them to any further purchaser or purchasers of any of the land hereditaments and premises to which the same may relate or to any other person or persons for the time being entitled to the custody of the said deeds and writings and shall thereupon at their own costs and charges procure for such purchaser herein, its successors and assigns similar in all respect of the covenant hereinbefore contained then and in such case and immediately thereupon the said mentioned covenant shall cease and be null and void so far as regards the deeds and writings to which the said substituted covenant shall relate.

The Vendor No. 3 hereby confirms the sale between the vendors and the purchaser of the said land and has executed this Deed as Vendor No. 3.

IN WITNESS WHEREOF, the vendors hereto have hereunto set their respective hands on the day, month and year first hereinabove written.

First Schedule above referred to

(Description of the said Land)

Second Schedule

List of Documents retained and covenanted to be produced

Signed and delivered by the within named vendor

Nos. 1 and 2 by their duly constituted Attorney

Shri ................................

Signed and delivered by the Vendor

No. 3 ……………………,

by Shri M and Shri N, partners

WITNESSES;

Received the day and year first hereinabove written a sum of Rs . .................... (Rupees ............................ only) being the full consideration money as within mentioned payable to the vendor No. 1.

I say received

(Vendor No. 1)

Received the day and year first hereinabove written a sum of Rs. .................. (Rupees ........................................... ) being the full consideration money as within mentioned payable to the vendor No. 2.

I say received

(Vendor No. 2)

Received the day and year first hereinabove written a sum of Rs. ....................... (Rupees ....................................... ) being the full consideration money as within mentioned payable to the vendor No. 3.

We say received

for ……………..

WITNESSES 1 . 1.

2.

**Sale of a House by an Executor Appointed Under Will**

This Deed of Sale made at .................. this ............. day of …………, 2000 by A, son of B, resident of ....................... appointed as executor under the will dated ...................... executed by Shri ................ (hereinafter called the Vendor) in favour of Shri C, son of ..................... resident of ……........................ (hereinafter called the Purchaser).

Whereas C was absolutely seized and possessed of or well and sufficiently entitled to the house bearing Municipal No ................... situated on .................... Road . ................... City, more particularly described in the Schedule hereto.

And Whereas the said C executed his last will and testament on ................. wherein the Vendor herein has been appointed as an executor.

And Whereas the said Vendor obtained the probate of the said will on .................. from the Court of ........................ at ......................

1.     And Whereas in terms of the said Will, the legacies denoted in the said Will and testament have to be paid, which is not possible to pay without selling a part of the estate left by the deceased.

And Whereas as the house mentioned in the Schedule herein was being used by the deceased alone and after his death, the house is lying vacant and the sons and daughters of the deceased are well settled outside .................................... and therefore the Vendor desired the said house to be sold to pay the legacies described in the WILL.

And Whereas the Vendor has agreed to sell and the Purchaser has agreed to purchase the said house for a price of Rs.................. vide agreement dated .............................

NOW THIS SALE DEED WITNESSETH THAT in pursuance of the said agreement and in consideration of the sum of Rs. ...................... out of which a sum of Rs. ........................ has been paid by the Purchaser on ........................ as earnest money (the receipt whereof the Vendor hereby acknowledges) and the payment of balance amount of Rs ......................... made by the Purchaser before the Sub- Registrar at the time of registration of these presents (the receipt whereof the Vendor hereby acknowledges), the Vendor hereby sells, conveys and transfers to the Purchaser All that residential house bearing Municipal No........................ situated on ...................... Road . ..................... City, more particularly described in the Schedule hereto together with all lands, structures, and other buildings attached thereto, and all rights, privileges easements, and appurtenances held or enjoyed with or appurtenant to the same or reputed or known so to be to have and to hold the same unto the Purchaser as absolute owner thereof free from encumbrances.

2.     The Vendor has delivered the possession of the house and title Deeds in respect of the said house to the Purchaser before the Presentation of this deed for registration.

IN WITNESS WHEREOF the parties hereunto set and subscribed heir respective hands on the day and year first above mentioned.

WITNESSES

Vendor ............................

Purchaser ........................

**SALE OF DIFFERENT PORTIONS**

 **TO DIFFERENT PURCHASERS**

THIS DEED OF SALE is made on the \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_BETWEEN AA. etc, (hereinafter called 荘theVendor鋳) of the one part AND BB. etc., CC etc. and EE. etc (hereinafter called 荘thePurchasers鋳) of the other part.

WHEREAS the Vendor being owner of the property described in the First Schedule hereto has agreed with the Purchasers for the sale to them of the said property in different portions as detailed against the names of the several Purchasers in column 2 of the Second Schedule hereto for the prices respectively specified in column 3 thereof, the total of which is Rs\_\_\_\_\_\_\_;

NOW THIS DEED WITNESSES that in pursuance of the said agreement and in consideration of the total sum of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ paid before the execution of these presents by the Purchasers in the proportions specified against their names in column 3 of the Second Schedule hereto (the receipt of which the Vendor hereby acknowledges) the Vendor hereby transfers to the Purchasers ALL the property described in the First Schedule hereto TO HOLD the same to the Purchasers in separate portions as specified against the names of the several Purchasers in column 2 of the Second Schedule hereto, the position of each of such portions being more clearly delineated on the map hereto annexed by the area of such portions shown thereon in separate colours specified against the name of each Purchaser in column 4 of the Second Schedule hereto.

The Vendor hereby covenants with the Purchaser as follows:

(1) The said premises shall be quietly entered into and upon and held and enjoyed and the rents and profits received there from by the Purchaser without any interruption or disturbance by the Vendor or any person claiming through or under him and without any lawful disturbance or interruption by any other person whomsoever.

(2) The Vendor will at the cost of the person requiring the same execute and do every such assurance or thing necessary for furthermore perfectly assuring the said premises to the Purchaser, his heirs or assigns as may reasonably be required.

3) The interest hereby transferred subsists and the Vendor has power to sell the same.

(4) The property hereby sold is free from encumbrances:

PROVIDED ALWAYS and it is hereby agreed that wherever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant herein contained the expressions the Vendor and the Purchaser hereinbefore used include their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have signed this deed on the dates mentioned against their respective signatures.

The First Schedule herein referred to (Description of the Whole Property)

The Second Schedule herein referred to:

 **SALE OF LEASEHOLD RIGHTS**

THIS TRANSFER is made the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_, BETWEEN AA., aged \_\_\_\_\_\_\_, etc., (hereinafter referred to as the Seller) of the one part and BB, aged \_\_\_\_\_\_\_\_\_\_\_\_, etc., (hereinafter referred to as the Purchaser) of the other part.

WHEREAS the said AA. under a deed of lease duly executed and registered on \_\_\_\_\_\_\_\_\_\_\_\_, in the Sub-Registry at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. as No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in Book I, Volume \_\_\_\_\_\_\_, on pages \_\_\_\_\_\_\_. to \_\_\_\_\_\_\_acquired the lands herein described and intended to be conveyed on a lease for a period of 99 years;

AND WHEREAS the said BB. is desirous of purchasing the leasehold rights of a portion of the said lands on a premium of Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only,) and a yearly rent of Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ subject to the covenants and conditions in the said original lease, copy whereof is attached hereto;

NOW THIS TRANSFER WITNESSES that in consideration of the sum of Rupees \_\_\_\_\_\_\_\_\_\_\_\_ (Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only, paid before the Sub-Registrar today at the time of the registration of these presents and the payment of Rs\_\_\_\_\_\_\_\_\_\_\_every year on or before the 1st day of April, the said AA. as beneficial owner hereby transfers and assigns UNTO the said BB., his heirs, executors and assigns ALL THAT plot of land measuring from East and West \_\_\_\_\_\_\_.feet, and from the North to the South \_\_\_\_\_\_\_ feet and containing by admeasurements\_\_\_\_\_\_\_ square feet approximately, bearing Nos\_\_\_\_\_\_\_ in the local ---------- for the year \_\_\_\_\_\_\_, delineated and coloured pink in the map hereto attached and being approximately half the entire land described and conveyed under the lease aforesaid. TO HOLD the same UNTO AND TO THE USE of the said BB, his heirs, executors and assigns for all the residue of the said term of \_\_\_\_\_\_\_ years, subject to the rent reserved therein and the covenants and conditions contained in the original lease and henceforth to be observed and performed by the said BB. AND the said BB, his heirs, executors and assigns will henceforth pay the said rent hereby reserved in the manner and to the extent herein mentioned and will keep the said AA. Indemnified against all claims and demands in respect thereof.

IN WITNESS whereof the said AA. has hereto at \_\_\_\_\_\_\_signed the day and the year first abovementioned.

Witness:

Sd. AA,

Seller.

**Sale of Property to Various Purchasers as Tenants-in-Common**

THIS Deed of Sale made at ....................... this ............ day of.............., 2000, between A, son of.......................... resident of ........................................ (hereinafter referred to as i.e. Vendor) of the ONE PART and

       i                B, son of ............................... resident of ..............................

      ii                C, son of ………….............. resident of ……..........................

     iii                D, son of ........................ resident of ........................... (hereinafter collectively referred to as the Purchasers) of the OTHER PART.

**This Deed Witnesseth as Follows:**

In consideration of Rs..................... paid to the Vendor by the Purchaser in equal shares (the receipt whereof the Vendor hereby acknowledges), the Vendor hereby grants, conveys, transfers and sells to the Purchasers all that property described in the Schedule hereto, to have and to hold the same unto the Purchasers as absolute owners in equal shares tree from encumbrance or charge.

AND THE VENDOR COVENANTS with the Purchasers that they, the Purchasers may at all times hereafter possess the said property and enjoy the said property hereby conveyed, transferred and sold to them without any obstruction, interference or hindrance by or on behalf of the Vendor or any person or persons claiming under or through him.

AND THE VENDOR at any time hereafter at the request and cost of the Purchasers do and execute all such acts, things and deeds as may be reasonably required more effectively to transfer and assure the property hereby sold, transferred and conveyed to the Purchasers.

IN WITNESS WHEREOF the parties have hereto set and subscribed their respective hands on the day and year first abovementioned.

The Schedule above referred to

WITNESSES

1 . Vendor ............................

2. Purchaser ........................

**Sale of Property to Various Purchasers in Different Portions**

      i.        This Deed of Sale made at ................... this........... day of ..........…….., 2000, Between A, son of ............................... resident of ............................. (hereinafter called the Vendor) of the ONE PART and (i) Shri B, son of ........................................ resident of .......................

     ii.        Shri C, son of .............................. resident of ....................

    iii.        Shri D, son of ..................................... resident of ........................ (hereinafter collectively called the Purchasers) of the OTHER PART.

Whereas the Vendor is the absolute owner of the property more particularly described in the Schedule 1 hereto.

And Whereas the Vendor has agreed to sell to Purchasers the said property in different portions mentioned against the names of several Purchasers in column No. 2 of the Schedule 11 hereto and for the prices specified in column No. 3 thereof.

THIS DEED OF SALE WITNESSETH that in pursuance of the said agreement and in consideration of the total sum of Rs. .................. paid by the Purchasers in the proportion mentioned against their names in Column 3 in the Schedule hereto before the Sub-Registrar at the time of registration of these presents (the receipt whereof the Vendor hereby acknowledges) the Vendor as sole and absolute owner hereby grants, conveys, transfers and sells to the purchasers all that property described in the Schedule 1 hereto with all lands, structures, other offices and other buildings attached hereto and all rights, interests, privileges and appurtenances held or enjoyed with or appurtenant to the same or reputed or known so to be TO HAVE AND TO HOLD the same unto the Purchasers in portions as specified against their names in column 2 of the Schedule 11 hereto and such portions shown in separate colours on the map hereto annexed.

And The Vendor hereby covenants with the Purchasers that he or his heirs/legal representatives, executors or assigns will at all time hereafter a@ the request and cost of the Purchasers do and execute all such acts, things and deeds as may be reasonably required more effectively to transfer and assure the property hereby conveyed, transferred and sold to the Purchaser.

IN WITNESS WHEREBY the parties have hereunto set and subscribed their respective hands on the day and year first aforementioned in the presence of:

Schedule 1 above referred to (Description of property to be sold) Schedule 11 above referred to (Name of the purchasers, portions of the property the purchasers will purchase and the price paid by them)

WITNESSES

1. Vendor ............................

2. Purchaser .......................

|  |
| --- |
| **SALE TO TWO PERSONS PAYING EQUALLY**Sale deed made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 20\_\_\_\_\_\_, by AA., son of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Vendor) of the one part, in favour of BB. son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and CC, son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Purchasers) of the other part: WHEREAS the said AA. being now absolutely entitled free from encumbrances to the premises hereinafter described had agreed/is agreeable to sell the same to the said BB. and CC. absolutely and free from encumbrances for the sum of Rs\_\_\_\_\_\_\_\_\_\_\_\_ (in words, rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) : NOW THIS INDENTURE WITNESSES that in consideration of the sum of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words, rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ), Now paid by the said BB. and CC. in equal shares from and out of the moneys belonging to them (the receipt of which sum the said AA. hereby acknowledge) he, the said AA., hereby sells and conveys to the said BB. and CC. all that house with land No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Road in the city of \_\_\_\_\_\_\_ in the District of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (with the boundaries thereof more particularly described in the Schedule hereto): To hold the same and to the use of the said BB. and CC. as tenants-in-common in equal shares forever. The Schedule above referred to Description of the Property hereby sold. All that house with land measuring \_\_\_\_\_\_\_ together with all the buildings thereon and the appurtenances, fixtures and fittings thereto bearing municipal number \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ /Road/Mohalla/in the town of \_\_\_\_\_\_\_ and bounded as follows: On the North by \_\_\_\_\_\_\_ On the East by \_\_\_\_\_\_\_ On the South by \_\_\_\_\_\_\_ On the West by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ IN WITNESS WHEREOF the above named AA. has executed this instrument on the date first hereinabove mentioned. Sd. AA. Vendor. Witnesses: 1 \_\_\_\_\_\_\_ 2 \_\_\_\_\_\_\_  |

**SALE TO TWO PERSONS PAYING EQUALLY**

Sale deed made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 20\_\_\_\_\_\_,

by AA., son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_ (Vendor) of the one part,

 in favour of BB. son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and CC, son of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Purchasers) of the other part:

WHEREAS the said AA. being now absolutely entitled free from encumbrances to the premises hereinafter described had agreed/is agreeable to sell the same to the said BB. and CC. absolutely and free from encumbrances for the sum of Rs\_\_\_\_\_\_\_\_\_\_ (in words, rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) :

NOW THIS INDENTURE WITNESSES that in consideration of the sum of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_ (in words, rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ), now paid by the said BB. and CC. in equal shares from and out of the moneys belonging to them (the receipt of which sum the said AA. hereby acknowledge) he, the said AA., hereby sells and conveys to the said BB. and CC. all that house with land No\_\_\_\_\_\_\_\_\_\_ situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Road in the city of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the District of \_\_\_\_\_\_\_. (with the boundaries thereof more particularly described in the Schedule hereto): To hold the same and to the use of the said BB. and CC. as tenants-in-common in equal shares forever.

The Schedule above referred to

Description of the Property hereby sold.

All that house with land measuring \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ together with all the buildings thereon and the appurtenances, fixtures and fittings thereto bearing municipal number \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_ /Road/Mohalla/in the town of \_\_\_\_\_\_\_ and bounded as follows:

On the North by \_\_\_\_\_\_\_

On the East by \_\_\_\_\_\_\_

On the South by \_\_\_\_\_\_\_

On the West by \_\_\_\_\_\_\_

IN WITNESS WHEREOF the above named AA. has executed this instrument on the date first hereinabove mentioned.

Sd. AA.

Vendor.

Witnesses:

1 \_\_\_\_\_\_\_

2 \_\_\_\_\_\_\_

**Statement of Transfer of Immovable Property for Obtaining No-Objection Certificate from Appropriate Authority, Income-Tax Department Form No. 37-1**

Statement of transfer of immovable property to be furnished to the appropriate authority under section 269UC

I/We........................................................................................................... [name(s) and addresses) of the transferor(s]

intend to transfer the immovable property located at ............................................... to   .....................................................................................................................

[name(s) and addresses) of the transferee(s)]

The total apparent consideration for the transfer of the above property

is.................. (in words)

[............................]. The particulars of the agreement for transfer of the said

(in figures)

property are furnished in the annexure to the statement.

Verification

In my/our opinion and to the best of my/our knowledge and information, the particulars furnished above and in the Annexure hereto are true and correct.

Transferor(s)                                                                                   Transferee(s)

1. ....................................                                                                    .........................

S/o, D/o, W/o                                                                           S/o, D/o, W/o

2 . ..................................                                                                     .......................

            S/o, D/o, W/o                                                                         S/o, D/o, W/o

3. ....................................                                                                    .........................

            S/o, D/o, W/o                                                                         S/o, D/o, W/o

Note: Any change in the address of the transferor(s) or the transferees) should be communicated in writing immediately to the appropriate authority to whom this statement of transfer has been furnished.

ANNEXURE

Particulars of the agreement for transfer of immovable property

1.     Particulars of the transferor(s):-

              i.        Name(s)                                                                                          ..............

             ii.        Father's name                                                                                       ..............

            iii.        Present address(es)                                                                        ...............

a.     Lane/Street No., with name                                                        ...............

b.    Locality                                                                                     ...............

c.     City/Town with pin code                                                             ...............

d.    District                                                                                      ................

e.     State                                                                                        ...............

f.     Telephone No., if any                                                                ...............

            iv.        Permanent address(ies)                                                                        …...........

a.     Lane/Street No. with name                                                         ...............

b.    Locality                                                                                     ...............

c.     City/Town with pin code                                                             ...............

d.    State                                                                                        ...............

e.     Telephone No., if any                                                                …............

             v.        PAN/Ward/City/District where assessed to income-tax                      ..............

2.     Particulars of the transferee(s):-

              i.        Name(s)                                                                                          ............

             ii.        Father's name                                                                                              .............

            iii.        Present address(es)                                                                        ..............

a.     Lane/Street No., with name                                                        ...............

b.    Locality                                                                                     ...............

c.     City/Town with pin code                                                             ...............

d.    District                                                                                      ...............

e.     Telephone No., if any                                                                ...............

            iv.        Permanent address(es)                                                                    .............

a.     Lane/Street No., with name                                                        .............

b.    Locality                                                                                     ...............

c.     City/Town with pin code                                                             ...............

d.    District                                                                                      ...............

e.     Telephone No., if any                                                                ...............

             v.        PAN/Ward/City/District where assessed to income-tax                      ...............

3.     Persons in occupation of the property sought to be transferred and details thereof-.-

.....................................................................................................

.....................................................…............................................

..............................................……...…..........................................

4.     Persons interested in the property and in the consideration specifying their shares and basis thereof:-

              i.        ....................................................................................................

             ii.        ....................................................................................................

            iii.        ..................................................................................................

5.     Mode of acquisition of the property by the transferor.-

              i.        Please state whether the property has been constructed/purchased/ acquired on distribution of assets on the total or partial partition of HUF/under a gift or will/by acquisition, inheritance or devolution/on any distribution of assets on the dissolution of firm, body of individuals or other association of persons/on any distribution of assets an the liquidation of a company/under a transfer to a revocable or irrevocable trust/under any transfer by a shareholder in a scheme of amalgamation;

             ii.        Cost of acquisition of the property by the transferor or by the previous owner if the prop" has been acquired under other modes mentioned  above;

            iii.        Date of acquisition of property by the transferor.

6.     Date of written agreement for transfer of the said property (A copy of the agreement may please be enclosed).-

7.     Details of the property sought to be transferred:-

Description, location and other particulars of the property sought to be transferred.

              i.        Land;

             ii.        Building(s);

            iii.        Plant and machinery;

            iv.        Furniture and fixtures attached;

             v.        Other assets.

8.     Nature of interest or right proposed to be transferred, please indicate   whether the property consists of

              i.        ownership, or

             ii.        membership of co-operative society, or association of persons, or a company (Please indicate the number of shares and their value), or

            iii.        lease, or

            iv.        right to possession taken or retained in part performance of a contract of the nature referred to in section 53A of the Transfer of Property Act, 1882 or any agreement or arrangement of whatever nature.

9.     Particulars of consideration for transfer:-

              i.        If the transfer is by sale, please state the consideration as per the agreement for transfer of various assets:

................................................................................................

................................................................................................

..............……............................................................................

.................................................................…............................

...........................................................……...............................

             ii.        If the transfer is by way of exchange for a thing(s), please state the price that such thing(s) would fetch on sale in the open market on the date of agreement for transfer;

            iii.        If the transfer is by way of exchange for a thing(s) and a sum of money, please state the price that such thing(s) would fetch on sale in the open market on the date of agreement for transfer and such sum of money;

            iv.        If the transfer is by way of lease, please state:

a.     the period of lease,

b.    the amount of premium,

c.     the frequency of premium to be paid,

d.    if the lease is in consideration of rent only, please state the aggregate of the money(s) payable by way of rent; and the amounts for services or things forming part of, or constituting, the rent,

e.     if the lease is in consideration for premium and rent, please state the aggregate of the amount of the premium, the rent and the amounts for services, or things forming part of, or constituting, the rent.

             v.        If the whole or a part of the consideration for transfer is payable on any date failing after the date of agreement for transfer, please state:-

a.     date of agreement for transfer of the property,

b.    date(s) on which consideration is payable,

c.     discounted value of consideration on the date of agreement for transfer as per rule 48-1.

            vi.        In a case not covered by items (i) to (v), please state the amount of consideration:-

10.  Address of the Registrar where the agreement is required to be registered:-

........................                                                                                .................

Signature                                                                                            Signature

Transferor(s)                                                                                    Transferee(s)

**Notes**

1.      Where the space for furnishing the details in the Form is not adequate, separate sheets may be attached.

2.      The statement in the Annexure can be either in Hindi or in English.