Permofra of Sale Deed

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

Signed and delivered by the within named Vendor

Signed and delivered by the within named Purchaser

WITNESSES;

1.

2.