SAMPLE as per RERA

SALE DEED

This deed of sale executed this the _____th day of _____,20__

By

Deva Developers, through sole proprietor **Bharat Bhushan Deva**, Aged about 68 yrs, son of late Bibhuti Bhushan Deva R/O Laxman Bag, PO Ulao, P S Mouffasil, subdivision & Dist. Begusarai Bihar 851134

Nationality ……. Indian **PAN…….ACTPD 0278 L**

Hereinafter referred to as the **VENDOR**, which term unless repugnant to the context mean and include their heirs, successors, administrators, executors and assigns.

Email id – devabharat@hotmail.com **Mob: 9308120785**

GST No …10ACTPD0278L1ZL

……..FIRST PARTY

In favour of

Shri/Srimati_____ Age_____ Son

/daughter / wife of _____Resident of

_____

Nationality… Indian PAN_____

Email id: Mob No:

AND

Shri/Shrimati_____ Age_____

Son/daughter/wife of _____Resident

Of_____

Nationality…..Indian PAN_____

Email id: Mob No:

Herein after referred to as the **PURCHASER,** which term unless repugnant to the context include his/her heirs, legal representatives, executors, administrators and permitted assigns.

……SECOND PARTY

SAMPLE as per RERA

WHREAS the land bearing khesra number _____ Mauze Singhaul Tauzi ____ Thana ___ were bought from _____ on ____ and ____ through sale deed Nos _____ respectively and were entered in the records under Khata no ___ jamabandi no ____ in the name of _____.

AND WHEREAS _____ died on _____. After her death, the said property was succeeded by her only son and legal heir _____, whose name was mutated, through mutation case _____, at circle office Begusarai Sadar, Begusarai, and rent receipt issued in his name. Now Bharat Bhushan Deva, the first party, is the owner of the said property.

AND WHREAS the vendor since wanted to develop part of the said property, and got the residential apartment building plan sanctioned and approved by Begusarai Municipal Corporation, vide map no…….. dated……hereinafter called **Rosewood Towers**

AND WHEREAS the second party wanted to purchase an apartment/flat in **Rosewood Towers**. After due enquiry, inspection and satisfaction in every manner by the second party, the sale of flat No_____on _____floor was agreed for a total consideration of Rs_____ (Rupees_____
_____

AND WHEREAS subsequently, the parties entered into a registered "Agreement to sell" vide Book No._____ Volume No _____ page no._____ Token No. _____Serial No._____ Deed No._____ Dated_____.

AND WHEREAS the Building is now complete and completion certificate has been granted by empaneled structural Engineer of Begusarai Nagar Nigam in form XII on……as per Bihar Building Bye-Laws 2014.

The building is now called **Rosewood Towers** and is also herein after referred to as "apartment complex" or "complex" or "building".

The apartment or flat herein after referred to shall have the one and the same meaning.

Society /residents welfare society means **Rosewood Towers Residents' Society**

SAMPLE as per RERA

(**NOTE**: Read in context, words importing the **Singular Number** shall include the **Plural Number** and vice versa. Words importing **Masculine Gender** shall include the **Feminine Gender** and **Neuter Gender** and likewise.

NOW THIS INDENTURE OF SALE DEED WITNEESSETH AS FOLLOWS :-

01- That, in consideration of Rs. _____ (Rupees _____) paid by the PURCHASER, the receipt whereof is hereby acknowledged by the VENDOR, the VENDOR hereby conveys, transfer and assign unto the PURCHASER all right title interest and possession in the **Residential flat No_____ in Rosewood Towers** (Fully described in Schedule **B** and detailed in the map annexed hereto)

02- That, the flat hereby being sold and transferred is free from all encumbrances, lawsuits, charges, liens and attachment, whatsoever and the VENDOR has not done anything, whereby the said property or rights there to may in any manner be charged.

03- That, the VENDOR has agreed to keep harmless and indemnified the PURCHASER from all losses, expenses and costs incurred or suffered by any act or omission of the VENDOR affecting in any manner, the property or title hereby conveyed and warranted.

04- The Vendor hereby represents and warrants to the Purchaser as follows:

I. The Vendor has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said Land and absolute, actual, physical possession of the said Land for the project;

II. The Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the project;

III. There are no encumbrances upon the said Land or the Project;

IV. There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];

V. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law.

SAMPLE as per RERA

Further, the Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

VI. The Vendor has the right to enter into this sale and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Purchaser created herein, may prejudicially be affected;

VII. The Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Purchaser under this deed;

VIII. The Vendor confirms that the Vendor is not restricted in any manner whatsoever from selling the said [Apartment /Plot] to the Purchaser in the manner contemplated in this Agreement;

IX. At the time of execution of this conveyance deed the Vendor shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be;

X. The Scheduled Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Properly;

XI. The Vendor has duly paid and discharged all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser and the association of Purchasers or the competent authority, as the case may be;

XII. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said land\ property) has been received by or served upon the Vendor in respect of the said Land and/or the Project.

SAMPLE as per RERA

05- That since the flat hereby sold is a part of the apartment building, for the benefit of all the owners, the PURCHASER hereby agrees and undertake that they **shall not :-**

5.1 Use the said flat for any purpose other than for residential purposes. They shall not use the said flat or part thereof for clinic lab, consultation chamber or any commercial unit or shop etc.

5.2 Occupy, interfere, hinder or keep and store any goods, furniture etc. on the road, common areas, entrances, staircase etc. of the apartment complex.

5.3 Throw dirt, rubbish, rags or refuse or permit the same to be thrown or accumulated in any portion of the flat or complex or over the common areas except at the designated place.

5.4 Use the flat/apartment for any illegal or immoral purpose or in any manner which may be a nuisance or cause nuisance to the occupiers of other flats in the complex.

5.5 Store in the said flat any goods of hazardous or combustible nature as to affect the complex or structure of the flat.

5.6 Do or suffer anything to be done in or about the said flat which may cause or tend to cause any damage to any floor, ceiling of the flat or any other portion over and below the said flat or on the structure adjacent to the said flat, or in any manner interfere with the use and rights and enjoyment thereof or of any open space/passage or amenities available for common use.

5.7 Close or permit the closing of veranda or lounges or balconies and common passage and shall also not alter or permit any alteration in the elevation and outside colour scheme of the complex, exposed wall of the veranda, lounge or any external doors and windows of the complex.

5.8 At any time demolish or cause to be demolished the said flat or any part thereof.

5.9 Make in the said flat any structural alterations, additions or improvements except with the prior approval in writing of the Resident Welfare Society of the flat holders formed for the purpose of maintenance of the apartment complex.

5.10 Shall not claim any right, whatsoever, over the covered exclusive parking space, other than the one allotted to him and shall use the same as parking space only for parking of vehicles and for no other purposes, whatsoever.

5.11 The purchaser shall not be entitled to rent, sell or transfer in any way the rights of car parking independent of the said apartment unit to any person

SAMPLE as per RERA

who is not an apartment owner in this building. This restriction placed to prevent entry of outsiders in the building claiming parking rights.

5.12 Shall not put any signboards, hoardings, or any advertising material of any sort whatsoever on the building elevation or inside the building premises or on the roads outside

5.13 Shall not keep cattle (shall not practice animal husbandry), or egg laying birds (shall not practice poultry farming) or any other form of animal / bird farming activity in the said building premises. If pets are kept, the purchaser shall ensure that other residents of the building are not in any way inconvenienced, and also that the pets do not dirty the common areas, and also that no stink emanates from their pens/cages.

5.14 Shall not install, keep or operate any generator in the said unit or in the open space in front of the said Unit or in the corridor or any portion of the said premises save battery operated inverter inside his unit. This restriction is placed so that the noise and smoke from the generator does inconvenience the other inhabitants of the building.

5.15 Shall not encroach upon the specified areas of other flat owners in any manner whatsoever.

06 The PURCHASER further undertakes to -

6.1 Keep the common areas and the compound of the said complex neat and clean and in proper condition and free from any obstruction, and shall not encroach upon the common areas in any manner/for any purpose whatsoever.

6.2 Become a member of **Rosewood Towers Residents' Society** of all the flat 0wners in the complex (hereinafter called the 'society') and for that purpose shall pay the entrance fee, and shall continue to pay for such proportionate cost, charges and expenses relating to or incidental to formation of such Society and maintenance of common areas and facilities, external lighting, repairs, replacement etc. to the SOCIETY. Until such society is formed, pay proportionate charges for maintenance, security, external lighting, repairs, replacements etc. to the VENDOR. The certificate about the such proportionate cost, payable by the PURCHASER, given by a Chartered Accountant shall be final and he shall also deposit such securities and monies with the SOCIETY as may be determined. The society in turn shall become member of the umbrella society for Deva Nagar as and when it is formed.

SAMPLE as per RERA

6.3 Keep the flat walls and partition walls and other fittings and fixtures and appurtenances thereto in good working condition and in good tenantable repair and condition and in particular the support structure and protect the complex as a whole.

6.4 That, the PURCHASER shall keep the flat wall and partition wall, drains, pipes and other fittings and fixtures and appurtenances thereto belonging to him, in good working condition and in good tenantable repair and condition in particular so as to support shelter and protect` the parts of the flat other than the flat of the PURCHASER.

6.5 That, the right of the PURCHASER are heritable and transferable but before transferring the flat the PURCHASER shall give due information to the society and the transfer can be made only after full payment of the dues payable by the PURCHASER and obtaining No dues certificate from the said society.

Also that the PURCHASER shall :-

6.6 Permit the VENDOR or representatives of the Society of the flat owners and its surveyors and agents with or without workmen at all reasonable times to enter into the flat and to examine the state and condition thereof and shall be liable to make good all such defects and wants of repair of which notice in writing shall be given to him.

6.7 Get the flat separately assessed by Nagar Nigam, Begusarai, and get their name entered in the records of Nagar Nigam, Begusarai and other local authorities and pay all taxes, levies and charges payable by owner and/or occupier. The PURCHASER shall be liable to pay all the taxes and charges related to his Apartment from the date of completion certificate

6.8 Have his own electricity connection, telephone connection and shall pay for all such charges.

6.9 Observe all the rules and bye-laws of Nagar Nigam, local authorities, the VENDOR, and the **Rosewood Towers Residents' society** and shall not do or allow to be done anything to the said flat or said complex which may be against the rules and bye-laws of Nagar Nigam or any other local authority, and PURCHASER shall be responsible to Nagar Nigam or any other local authority for anything done in connection with the said complex and also keep the VENDOR/Society, indemnified against all losses, payments which the VENDOR or the Society may suffer or may have to pay on account of PURCHASER's violation of any such rule at any time in future.

SAMPLE as per RERA

6.10 Maintain at its cost the flat in good condition, state and order and shall abide by all laws, bye-laws, rules and regulations of the Government as well as the rules and bye-laws framed by the Society of the flat owners of the complex and until society is formed, the bye-laws framed by the VENDOR.

6.11 Sign all necessary documents required for the purpose of formation and/or registration of such Society.

6.12 Observe and perform all rules and regulations which the said Society/Association may adopt at the inception and from time to time for protection, maintenance of the common areas and facilities and for observing and conforming to the building rules, Municipal Bye-laws and regulations.

07 That, the PURCHASER shall not be permitted to use the service areas, or the installation provided for services of the entire complex, block or flat in any manner whatsoever, and the same shall be reserved for use by the said society and its agents/employees for rendering security/maintenance services.

08 That, the PURCHASER agrees and confirms that all the obligations arising under this sale deed in respect of the said flat/said complex shall equally be applicable and enforceable against any and all occupiers, tenants, licensees and/or subsequent PURCHASER of the said flat as the said obligations go with the said flat, for all intents and purposes and the PURCHASER assures the VENDOR that the PURCHASER shall take sufficient steps to ensure the performance in this regard.

09 That if any provision of the sale deed shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in so far as are reasonably inconsistent with the purpose of this sale deed and to the extent necessary to conform to the applicable laws, and the remaining provisions of this sale deed shall remain valid and enforceable in law.

10 That, the maintenance of complex and common areas and facilities shall be done by Rosewood Towers Residents' Society, a society formed for the maintenance of the common facilities and improvement of such facilities of the Rosewood Towers Complex. The PURCHASER has deposited a sum of Rs_____ (Rupees_____ only) by way of

SAMPLE as per RERA

membership fee to secure the payment of his share of maintenance charges. The said deposited shall not carry any interest.

The PURCHASER undertakes to pay promptly without any reminders all bills and charges as may be raised by the said society from time to time and if the PURCHASER fails to abide by any terms and conditions of maintenance as herein contained or fails to pay maintenance charges for any reason, whatsoever, it is specifically agreed that the PURCHASER, in such an event, shall not be entitled to use the maintenance services, the PURCHASER shall be liable to pay to the said society the maintenance charges based on actual cost as may be determined by the said society for maintenance of various services and facilities. All such charges shall be payable or paid by the PURCHASER to the said society periodically as and when demanded. Share so determined of the said society shall be final and binding on the PURCHASER. All such charges shall be payable whether the PURCHASER lives in the flat, or keeps it vacant and also for the period of default.

11 That, the total maintenance charges will be fixed by the said society on the basis of the maintenance costs. However, the liability of the PURCHASER for payment of such charges shall be proportionate to the area of his flat to the total built-up area of the complex at actual costs incurred for provision of maintenance services to the said flat colony, as may be determined or required from time to time, by the said society, as the case may be, at their sole discretion. The decision of the said society as regards the costs of maintenance will be final and binding on the PURCHASER. These charges shall be paid at monthly intervals or/ as decided by the said society in advance. The maintenance charges shall include *inter-alia* the following :-

(a) Insurance of the structure of all flats in the complex.

(b) Cost of annual maintenance.

(c) All other rates, levies, impositions and outgoings that may from time to time be levied against the land and/or flat including water charges and service tax.

(d) Outgoing for the maintenance and management providing electricity for common areas and facilities of the complex, common lights and other outgoing such as garbage collection charges, charges for watchmen, sweepers and maintenance of accounts incurred in connection with the complex; and

(e) Costs incurred for replacement of the machinery and equipment including but not limited to electric substation and HT/LT electricity

SAMPLE as per RERA

equipment, panels, DG sets and allied systems, security and surveillance systems, fire alarm and fire fighting systems, water filtration, intercom network etc. installed and used for common use of all Flat owners like pumping sets, water tanks, electric cables etc. Further the use of common areas and facilities by the PURCHASER within the said colony shall be subject to timely payment of maintenance charges as billed by the said society. If the maintenance charges are not paid by the PURCHASER regularly and on or before its due date, then the PURCHASER shall have no right to use such common areas and facilities.

12 That, the Society shall have the first charge on the said flat in respect of any amount payable and outstanding by the PURCHASER towards any additional external development charges, taxes, demands, assessments etc. as mentioned herein above.

13 That, the society shall frame rules within the legal parameters for action on whether to repair, rebuild, restore or sell the building in the event of major permanent damage to the building due to any natural or man-made disaster. The decision of the resident's society taken by majority shall be binding on the PURCHASER

14 That, the PURCHASER shall have to get his name entered and recorded with the competent authority on the basis of this sale deed.

15 That, the cost of service and/or work contract, trade tax, GST etc. if applicable or made applicable on this sale deed of this flat, the same shall be paid by the PURCHASER.

16 That the said residential flat No. _____ in Rosewood Towers as described in Schedule B has been handed over to the PURCHASER and the vacant possession along with the detailed fixtures and fittings and the appurtenant Parking area allotted to him has already been delivered vide letter no. _____ dated _____ of the VENDOR and the PURCHASER has accepted the same after due inspection, and has taken over the possession of the above mentioned residential flat.

If any major structural defect arise out of faulty workmanship, within five years of from the day of the completion certificate of the Building /

SAMPLE as per RERA

Apartment, the liability shall be on the VENDOR to get the defect removed and repaired at his own cost.

17 That, all the costs and other expenses including stamp duty for the purpose of execution and registration of this document shall be borne exclusively by the PURCHASER

SAMPLE as per RERA

SCHEDULE `A'

Description of land on which Rosewood Towers Residential Apartment Building is situated

Land & Superbuilt Areas

All that open land measuring _____ sft being part of khesra No. _____ Mauze Singhaul Tauzi No ____ Thana ___ , Khata No. __ Jamabandi No. ____, in the name of Sh Bharat Bhushan Deva. Begusarai Nagar Nigam , Singhaul Ward No __.

Land Area _____ sq ft.

Superbuilt area _____ sq ft

Proportion of superbuilt /land area 2.5 :1

North : 40 ft Road

South : Self

East : Road

West : Road

Description of building

Civil: 1st class construction comprising RCC, cement and brickwork

No. of floors: Parking + 7 floors. No basement

No. of Towers: 2 (Tower A & Tower B)

No. of apartments: Tower A (56) + Tower B (28)

Staircase: Main + fire escape (total 2 No.s) in each Tower

Lift: 3 in Tower A and 2 in Tower B

SAMPLE as per RERA

Schedule B

Description of flat.

2/3 BHK flat No. _____, on the_____ floor of Rosewood Towers Residential Apartment Building .

Amount

Built up area _____Sq ft.

Super built area_____Sq ft. (MVR @ Rs. 2000/sft)

Pro-rata, proportionate,
indivisible share in land _____ sq ft. (MVR @ Rs. _____/sft)

ie- _____decimal (MVR@ Rs. ____ / dec)_____

B	K	Dh	Dhurki
___	__	____	_____

Parking No _____ _____

Boundary of flat:

NORTH: _____

SOUTH: _____

EAST : _____

WEST : _____

Note: Floor plan of the apartment is attached as annexure

Total sale value including proportionate land and parking & other charge is _____ (RS. _____ _____ ____ ___ ___ _ _ _)

SAMPLE as per RERA

Schedule C

Details of common areas, services & facilities in which PURCHASER shall have right for enjoyment in common

a) Lift, lift well, lift machine room

b) Generator

c) Boring & water tanks

d) Sewage disposal system

e) Water harvesting system

f) Fire fighting system

g) Transformer

h) Terrace/Roof

i) Security

j) Corridors

k) Staircases

l) Common storage spaces

m) And all such areas/services/facilities, which may be construed as **common** as per law.

SAMPLE as per RERA

Schedule D

Details of payments made

Date of payment & Cheque / DD/ Bank Transfer No.	Amount paid	GST	Net amount
Total			

SAMPLE as per RERA

Net Value Realized : (Amount Paid – GST) =

Rs _____

IN WITNESS WHEREOF, the parties aforesaid put their signatures on this deed on the day, month and year mentioned above.

WITNESSES :- **VENDOR**

1. Name & Signature :-

(Bharat Bhushan Deva)

Father's Name :-

Address :-

PURCHASER

2. Name & Signature :- _____

Father's Name :- _____

Address :-

SAMPLE as per RERA