

SALE DEED

THIS SALE DEED made at Mumbai on this _____ day of _____ 2018 between **THE ADMINISTRATOR OF THE SPECIFIED UNDERTAKING OF THE UNIT TRUST OF INDIA** having its Office at UTI Tower , 3rd Block, Bandra Kurla Complex, Bandra [East], Mumbai - 400051 hereinafter referred to as “**The VENDOR** “ (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his successors) of the **One Part**;

AND

Shri / Smt _____, aged _____ years, also Indian Inhabitant of _____ Dist. _____, having PAN No ----- and Aadhar No. _____ presently residing at C/o. _____, hereinafter called and referred to as “**The PURCHASER** (which expression unless repugnant to the context or meaning hereof shall mean and include his/her/their heirs, executors, administrators and assignee) of the **Other Part**;

A. WHEREAS the vendor has produced documents from which the Purchaser ascertained for himself as under:

a) By Articles of agreement dated _____ between _____ (herein referred to as "the Builders") and erstwhile Unit Trust of India, erstwhile UTI had purchased the flat no. _____ admeasuring _____ Sq. Ft. built up/ carpet area equivalent to _____ Sq. Mtrs. (built up area/ carpet area), located on the _____ floor of the building known as "_____ " situated at Plot no. _____, _____ more particularly described in the schedule hereunder written (hereinafter called "the said Flat") for consideration and on the terms and conditions contained therein.

b) Unit Trust of India was also entitled to a Garage No. _____ admeasuring _____ sft. located on the ground Floor of the said building _____ (hereinafter called "the said Garage").

c) The Said flat being Flat No. _____ admeasuring _____ (Sft / Sq. Mt.) built up/ carpet are located on _____ Floor of the building known as _____ situated at plot no. _____ and the said Garage being Garage no _____ admeasuring _____ (Sft. /Sq. Mt.) located on the ground floor of the said building _____ are hereinafter collectively referred to as "the said premises" and more particularly described in the schedule hereunder written.

d) Upon formation of _____ Co-Operative Housing Society Ltd., a housing Society registered under _____ Act, _____ bearing registration no _____ dated _____ (hereinafter referred to as "the said Society"), the Society / _____ issued shares and Unit Trust of India became its member by virtue of the _____ ()

shares of Rs. _____ each bearing distinctive number from _____ to _____ (both inclusive) comprised in the Share Certificate no. _____(hereinafter called "the said shares") being allotted to it.

B. Thus erstwhile Unit Trust of India was the owner of the said shares and as incidental thereto was seized and possessed of or otherwise well and sufficiently entitled to the said premises on "ownership basis" with right to use and occupy the same , free from all encumbrances.

C. Upon issue of Gazette Notification dated 18th December, 2002, the said shares of the Society of the face value of Rs. _____ each bearing distinctive numbers _____ to _____ under Share Certificate no. _____ and as incidental thereto, the right to own, occupy and enjoy the said flat no. _____ the _____ floor, of _____ and together with benefit of the Garage no. _____ located on the ground floor of the building _____ stood transferred to and vested with The Administrator of SUUTI, on passing of the Unit Trust Of India (Transfer of Undertaking and Repeal) Act, 2002 which has come into force on 1st February 2003.

D. The Vendor has invited tenders for the sale and transfer of the said premises on "as is where is basis" and "as is what is basis" and "as is where is condition" and "no complaint basis" by publishing advertisement in _____ on 3/11/2018.

E. The Purchaser in response to the said advertisement had submitted tender on _____ to the vendor and vendor vide letter bearing Ref.no.- _____ dated _____ addressed to the Purchaser accepted the tender of Purchaser for purchase of the said premises and the said shares for the aggregated sum of Rs. _____ (Rupees _____ only).

F. The Purchaser has by his letter dated _____ paid to the Vendor the sum of Rs. _____ (Rupees _____ only) vide DD /Bankers Cheque No _____ as Earnest Money deposit in accordance with the terms of the Tender Form.

G. The said society by its letter dated _____ granted its no-objection for transfer of the said shares and the said premises by the Vendor to and in favour of the Purchasers.

H. It is agreed by and between the parties that the Purchasers alone shall be liable to pay the stamp duty and registration charges for the purchase of the said premises and the said shares in their favour and the Vendor shall not be liable to any such expenditure.

I. The transfer charges / transfer premium by whatever name called that may be demanded by and /or payable to the said society for the purpose of transfer of the said premises and the said shares to the Purchasers shall be borne and paid by the Purchasers alone.

J. The Vendor declares that it has paid all dues, charges and taxes of the said society and/or all other authorities in respect of the said flat till the date of execution of these presents and the Purchaser(s) undertakes to pay the same after the execution hereof and being put in possession of the said flat.

K. The Purchaser declares that hereafter execution of this deed, the Purchaser shall not have any claim whatsoever against the Vendor in respect of the title of the premises or otherwise whatsoever relating to the purchase of the premises.

L. The Purchaser have now requested the Vendor to transfer the said premises and the said shares infavour of the Purchaser which the Vendor has agreed to do at and for the consideration and on the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSETH and it is hereby agreed, confirmed and recorded by and between the parties hereto as follows :

That on the date of execution of this sale deed the Purchaser has made the balance payment of Rs. _____ (Rupees _____ only) vide Demand Draft/ Pay Order No. _____ dated _____ for Rs. _____ drawn on _____. The receipt of which the Vendor doth hereby admits and acknowledges and in pursuance of the same, the Vendor doth hereby sell, transfer and assign unto the Purchaser(s) and Purchaser(s) hereby acquire and purchase from the Vendor the said shares viz _____ shares of the face value of Rs. _____ each bearing distinctive nos. _____ to _____ under share certificate no. _____ of the said society (hereinafter for brevity's sake referred to as "the said shares") and as incidental thereto the right to own, occupy and enjoy the said premises i.e. Flat no. _____ admeasuring approximately _____ Sq. Ft. equivalent to _____ Sq. Mts. built up area/ Carpet area on the _____ floor of the building known as "_____" situated at Plot No. _____ together with Garage no. _____ admeasuring _____ Sft. / Sq. Mt. are located on ground floor of the said building known as _____ more particularly described in the schedule hereunder written and hereinafter referred to as "the said premises", **TOGETHER WITH ALL** privileges, title and interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the vendor to the said shares and the said premises hereby transferred and every part thereto **TO HAVE AND TO HOLD** the same unto and for the use of the Purchaser(s) absolutely subject however to the payment of all taxes, rates, assessment, dues and duties now charges and payable and that may become chargeable and payable from time to time hereafter in respect of the said premises to the said Society, the Government or Municipal Corporation or any other Public body or local authority in respect thereof.

AND ALL the estate, right, title, interest, claim and demand whatsoever of the Vendor into or upon the same and every part thereof in law and **equity TO ENTER UPON THE SAID PREMISES AND TO HAVE HOLD OWN** and possess the said shares unto and to the use of the **PURCHASER(S)**, absolutely and forever

together with the title deeds, writings, and other evidences of title, **AND THE VENDOR** do hereby covenant with the Purchaser, that notwithstanding any act, deed or thing hereto before done, executed or knowingly suffered to the contrary the Vendor is now lawfully seized and possessed of the said shares and the said premises free from any encumbrances, attachments or defect in the title whatsoever and that the Vendor has full power and absolute authority to sell the said shares and as incidental thereto the said premises in the manner aforesaid **AND** the Purchaser shall hereafter peaceably and quietly hold, possess and enjoy the said premises without any claim or demand whatsoever from the Vendor or any person claiming through or under him **AND** the Vendor further covenant that he shall at the request and cost of the Purchaser, their heirs, executors, administrators or assigns do or execute or cause to be done or executed all such lawful and reasonable acts, deeds and things whatsoever for further and more perfectly transferring and assigning the said shares and as incidental thereto the said premises and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed.

AND THE VENDOR HEREBY COVENANTS WITH THE PURCHASER AS FOLLOWS:

- i) A copy of tender which will form a part of this agreement is annexed herewith as Annexure ~~A~~ Any term or condition or covenant herein which is contrary to or inconsistent with the term or condition in tender shall be ineffective and the term and condition in agreement shall prevail upon the same.
- ii) 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 as aforesaid with the appurtenances, thereto and receive the income and profits thereof if any for their own use and benefit without any suit lawful eviction or interruption, claim or demand whatsoever from or by the Vendor or by any person or persons claiming or to claim from or in trust for him or any of them.

- iii) The Purchaser shall hold the said shares and as incidental thereto the said premises freely and clearly and absolutely exonerated and forever released and discharge or otherwise by the Vendor and well sufficiently save, 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 any person or persons claiming by, from, under, or in trust for him.
- iv) The Vendor has handed over all previous agreements whereby Vendor acquired the said Premises and other relative documents entered into by them with the concerned Authorities/ Builders and/or all such other relevant documents of Vendor ownership, to the Purchaser for his/her/their record on receipt of the full and final consideration.
- v) The Vendor has executed all the relative papers required for the effective transfer of the said Premises. However, in future, they undertake to co-operate with Purchaser and will execute all such further papers / documents / writings, whatsoever for the effective transfer of the said Premises.
- vi) Should there be any claim in respect of the said Premises from any person or persons or any authority pertaining to the period prior to the transfer of the said Premises in the name of the Purchaser, the Vendor hereby agree to indemnify the Purchaser against such claims by settling such claims from their own funds and taking all the legal responsibilities upon them.
- vii) The Vendor hereby undertake and declares that in case any nomination, assignment, lien or charge in respect of the said Premises have been made and / or created by the Vendor and / or any one claiming through them prior to this day, in favour of any person or persons other than the said Purchaser, the same shall after the execution of these presents, be deemed to be null and void, in-

operative, cancelled and deemed to be withdrawn and not binding upon the said Society/Builders and / or the Purchaser.

- viii) The Parties hereto record, confirm and agree that the Vendor has on the execution of these presents handed over to the Purchaser(s) quiet, vacant and peaceful possession of the said premises on -as is where is basisø and on -as is what is basisø and on -as is where is conditionø and on ðno complaint basisö
- ix) The Vendor has handed over to the Purchaser(s) the Original Share Certificate and originals of the other title deeds and documents in respect of the said premises.
- x) The Purchaser(s) doth hereby agree and covenant to become member of said Society and to abide by and observed and perform all the rules and regulations and bye-laws of the said Society from time to time in force.

THE SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of Land area admeasuring _____Sq. Mtrs or thereabout being Plot No. _____of the layout of land situated laying and being at Village _____ in the Registration Sub-District _____ and bounded as follows:

- ON OR TOWARDS THE NORTH BY : _____
- ON OR TOWARDS THE SOUTH BY : _____
- ON OR TOWARDS THE EAST BY : _____
- ON OR TOWARDS THE WEST BY : _____

All that the Flat No. _____ admeasuring _____ Sq.Ft. equivalent

to _____ Sq. Mtrs. Built up area on the _____ floor of the building known as _____ Situated at Plot No. _____ together with Garage No. _____ admeasuring _____ Sq.Mtrs. are located on the ground floor of the said building _____ bearing C.T.S.No. _____ of village _____ Taluka _____ In the registration district of _____ . The building has been constructed in the _____ Year and consists of stilt plus _____ upper floors with lift.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hand, the day, year and month first hereinabove written.

SIGNED, SEALED AND DELIVERED)

By the within named **VENDOR**)

The Administrator of the Specified Undertaking)

of the Unit Trust of India by The hand of)

Shri. _____)

Duly authorized in this behalf)

in the presence of)

1.

2.

SIGNED AND DELIVERED)

By the within named PURCHASER)

Shri. _____)

In the presence of

1.

2.

RECEIPT

Received from the within named Purchaser, Shri í í í í í í í í . a sum of Rsí í í í í í í ../- (Rupees í í í í í í í .Only) being part and final payment amount of the sale price by Demand Draft / Pay Order No. _____ dated _____ drawn on _____ on this í í í í day of í í í í í í .2018.

Place:

Dated:

WITNESSESS

I SAY RECEIVED.

1.

VENDOR

2.

POSSESSION RECEIPT

Re: Flat No. [redacted] .. Address:

On full and final payment received by The Administrator of the Specified Undertaking of the Unit Trust of India, from [redacted] .., the authorised representative of the Administrator of The Specified Undertaking of the Unit Trust of India has handed over the peaceful and vacant possession of the above mentioned flat along with fixtures fittings etc. on [redacted] basis and [redacted] is what is basis and [redacted] is where is condition and [redacted] no complaint basis to [redacted] . on this day of [redacted] .and [redacted] SUUTI and [redacted] .. have signed at the foot hereof in token thereof.

Dated this [redacted] ..day of [redacted] .

We confirm having handed

over the possession of the

aforesaid flat

Confirmed having received the

possession of aforesaid flat