

constructed thereon. He/she further specifically agreed to pay, provide and contribute the entire cost of the construction of the Apartment chosen by purchaser;

AND WHEREAS, for cogent reasons and good cause the vendor has now decided to sell aforesaid property to an interested buyer and to utilise the sale proceeds thereof in his best interests;

AND WHEREAS, the vendor being thus desirous of selling the said property and the purchaser here-in-above named having expressed his/her desire and willingness to purchase the same for a fairly good price, the vendor has agreed to sell the same to the purchaser for a total consideration of Rs. _____/- (Rupees _____ Only) upon the following terms and conditions.

NOW THEREFORE THIS DEED OF SALE WITNESSES AS FOLLWINGS:

(1) That in pursuance of the oral agreement and in consideration of total sum of Rs. _____/- (Rupees _____ Only) to be paid by the purchaser to the vendor at the time of registration of this Sale Deed, the vendor as the absolute and full owner in possession thereof does hereby grant, convey assign and transfer by way of sale to the purchaser the undivided _____% percent share and interest in the said plot of land together with the entire RCC Superstructure comprising **Flat No** _____ covering super built up area of _____ sq. mt. AND super built up area _____ sq. mt on _____ FLOOR of a building known and styled as "UMA APARTMENT" including electric and water meters and all to his easementary rights appurtenant and belonging thereto and including also the proportionate share in the common areas and facilities provided to the said Building bearing amalgamated Plot No. 22 & 23 of Mouza Wanadongari, within the limits of Nagar

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Parishad Wanadongari, Tahsil Hingna, District Nagpur and more particularly described in the Schedule "A and B" hereunder written, **TO HOLD THE SAME TO AND UNTO THE PURCHASER** as the absolute and full owner thereof forever, free from encumbrances of all kinds whatsoever and also free from payment of Non-agricultural assessment, Corporation Taxes, Cesses, Electricity and water charges, Maintenance charges and all other outgoings etc levied thereon and payable unto date.

MANNER OF PAYMENT :

* Rs. _____/- (Rupees _____ Only) paid by the purchaser to the vendor in cash on _____, the receipt whereof is also hereby acknowledged by the vendor.

Rs. _____/- (Rupees _____ Only) paid by the purchaser to the vendor by cheque No. _____ dated _____ drawn on _____

Rs. _____/- (Rupees _____ Only) shall be paid by the purchaser to the vendor at the time of handing over the possession of Flat No. _____ i.e. upto _____ 2020 or so.

Total Rs. _____/- (Rupees _____ Only)

(2) THAT the Vendor does hereby covenant with the purchaser as follows :-

- i) That the Vendor has good, valid and marketable title and absolute right and full authority to convey, assign and transfer to the purchaser by way of sale the said property more particularly described in the Schedule hereunder written, absolutely forever.

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- ii) That the Vendor further assures the Purchaser that the property hereby sold is his/her self acquired property belonging to him/her alone having purchased the same by him / her exclusively from and out of her own earnings and savings and that none except him/her has acquired any manner of rights, title and / or interest of any kind whatsoever in respect of the same.
- iii) That the property hereby sold shall be quietly entered into and upon and held and enjoyed and the rents and profits received therefrom by the purchaser without any interruption or disturbance by the Vendor or any person claiming through, under or in trust for him and without any lawful disturbance or interruption by any other person whatsoever.
- iv) That the Vendor has done no act whereby the property hereby sold is encumbered in any way or whereby he is debarred from transferring the same by way of sale to the Purchaser absolutely forever.
- v) That the Vendor has paid upto this date all dues with respect to Non-agricultural Assessment of Nagar Parishad taxes, cesses, electricity and water charges, Maintenance charges and all other out-goings etc levied on the property hereby sold and in the event if it is discovered that there remains any arrears to be paid the Vendor undertakes to pay the same to the purchaser.
- vi) That the Vendor will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further and more perfectly assuring said property to the purchaser as may reasonably be required.

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