

BEFORE THE SUB-REGISTRAR.

Sale deed of Plot No. _____ area _____ Bigha _____ Biswa _____ Biswasi
 (Size _____ Inch X _____ Inch = _____ Square yards)
 Situated at _____ of Village Rainghar Bhutta M.C Zirakpur
 Had Bast No. 42, Sub-Tehsil Zirakpur, District Sahibzada Ajit Singh Nagar
 Situated within the limits of Municipal Committee Zirakpur, Urban Area

For a total sale consideration of Rs. _____/-

Stamp Papers _____ worth Rs. _____/-
 E-stamp Certificate No. _____ Dated _____
 Issued by _____ Bank, Branch _____
 PAN _____ (Seller)
 PAN _____ (Purchaser)
 Adhaar Number Seller _____
 Adhaar Number Purchaser _____

This Sale Deed is made at _____, Sub-Tehsil Zirakpur, District Sahibzada Ajit Singh Nagar (Mohali) in the State of Punjab on _____

BETWEEN

M/s _____, a Company registered under the Indian Partnership Act 1932, having its Registered office at _____ through its authorise Signatory Sh. _____ son of Sh. _____, who is authorized by Partners of the Company (vide Authority Letter/ Board Resolution Dated: _____), hereinafter referred to as the "SELLER" (which expression unless repugnant to the context and meaning thereof shall mean and include its successors and assigns) PARTY OF THE FIRST PART.

AND

[If the Purchaser is a company]

(CIN no. _____) a company incorporated under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), having its registered office at _____ (PAN _____), represented by its authorized signatory, _____ (Aadhar no. _____) duly authorized vide board resolution dated _____ hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Purchaser is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, (Central Act 9 of 1932) having its principal place of business at _____ (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

For Suman Divine Homes

Partner

[OR]

[If the Purchaser is an Individual(s)]

- (1) Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____ aged about _____ residing at _____, (PAN _____). hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees)
- (2) Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____ aged about _____ residing at _____, (PAN _____). Herinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in- interest and permitted assignees)

[OR]

[If the Purchaser is a Hindu undivided family (HUF)]

Mr. _____, (Aadhar no. _____) son _____ of _____ aged _____ about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____).

Herinafter referred to as the "**PURCHASER**" (which expression unless repugnant to the context and meaning thereof shall mean and include its successors and assigns) **PARTY OF THE SECOND PART**.

WHEREAS:

- A. The Seller is the absolute and lawful owner of the measuring _____ vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar, and for the balance part of land measuring _____ is based on the consent of the land owners, with Khasra numbers _____ as per the mutation for the year _____. Thus the total land for the project admeasuring _____ square meters situated at Village _____ ("said land").
- B. The said land is earmarked for the purpose of building a residential project, comprising _____ plots is known as _____ ("**Project**");
- C. The Seller has represented to the Purchaser herein that the said entire Property herein is absolutely free from all & every kind of encumbrances, charges, mortgages, attachments, liens, claims, litigations, decrees of any court, injunctions, cesses and/ or disputes, prior sale, gift etc. and there is are absolutely no third party rights of any kind or nature on the Property and is in self possession of the Seller and the Seller has every legal right to sell or alienate the same in favor of the Purchaser under any / all the prevalent laws in force and further that there are no legal impediments, of whatsoever nature, for the sale of the land in favour of the Purchaser and the due mutation of the said entire property has been sanctioned in favour of the Seller herein in the revenue records.
- D. The Seller has got the Regularization certificate for the colony vide Letter No. _____ Dated _____ by the Competent Authority cum Deputy Director Local


For Suman Divine Homes

Partner

Government, Patiala issued under section 4 of "The Punjab Laws (Special Provision) Act, 2014

E. The Purchaser herein has agreed to purchase the aforesaid property/ Plot No. _____ having dimensions _____ Feet X _____ Feet = _____ Sq. Yards comprised in Khata No. _____ Khasra No. _____ Parts _____ Area _____ Bigha _____ Biswa _____ Biswasi, having _____ share that comes to _____ Bigha _____ Biswa _____ Biswasi, situated at _____ Village Ramghar Bhutta, M.C. Zirakpur, Tehsil Kharar, Distt. Sahibzada Ajit Singh Nagar (Mohali), vide copy of the Jamabandi for the year _____ is attached herewith" (Hereinafter called "the said "Plot") after satisfying himself/herself about the title and approvals of the Seller herein whose dimensions are as under -

North	Plot No. _____	(Length _____)
South	Plot No. _____	(Length _____)
East	Plot No. _____	(Width _____)
West	Plot No. _____ /Road _____ ft. wide	(Width _____)

NOW THIS DEED FURTHER WITNESSED AS UNDER:

1. That the Seller has agreed with the Purchaser for the absolute sale of the said plot along with all rights, title, interest for the total consideration of **Rs. _____/- (Rupees _____ only)** and the Purchaser has paid full and final sale consideration of the property to the Seller through cheque/draft/online payment for which the Seller hereby acknowledges the receipt of the aforesaid consideration as fully detailed below -

S. NO.	AMOUNT	CHEQUE/ DRAFT/ REF. NO.	CHEQUE/ DRAFT/ REF. DATE	NAME OF BANK
1				
2				
3				

2. The Seller do hereby absolutely and unconditionally grant, convey, sell, transfer, assign to the Purchaser all rights, title and interest in the said plot to the extent of undivided share as stated hereinabove and conveys the same to the Purchaser, its heirs, executors, administrators, successors and permitted assigns absolutely and forever free from all encumbrances, liens, charges etc along with all appurtenances on "as is where is basis". The Seller further conveys to Purchaser the absolute right to hold and enjoy the Property and to its heirs, executors, administrators, successors and permitted assign without any interruption or hindrance by the Seller or any person claiming through or under them and now the Seller has been left with no right, title, interest, claim or concern of any nature with the Property and the Purchaser has become the absolute owner of the same.

3. That the actual physical possession of the Property has been delivered to the Purchaser by the Seller at the site which has been duly demarcated as per the Layout plan as approved by the competent authority hereto and Purchaser has affirmed and confirmed that the same is acceptable to him/her and is fully satisfied in respect thereof and that there is nothing from this day onward whereby Purchaser can claim anything in respect of the said plot from the Seller.

4. That the Seller declares, undertakes and confirms that the Property has not been notified under Section 4 or 6 of the Land Acquisition Act, 1894 by the State / Central Government for any

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purpose. The Property is in possession of the Seller and there is no bar or prohibition for transferring the title and actually physical possession to the Purchaser and that there is no specific bar or restriction from the side of Punjab Government or any other agency or institution for the development of commercial or residential colony on the property.

5 That the Seller hereby declares, undertakes and confirms that they have cleared all or any kind of outstanding dues, the statutory dues, revenue charges, municipal cesses and taxes etc. if any applicable till date and will pay all charges of the Government departments and agencies if any calculated, raised or demanded by any department or local authority against the Property up to the date of execution of this Sale Deed.

6 That the Seller further declares, undertakes and confirms that they shall be bound to clear any kind of legal impediments, encumbrances/defects in title in respect of the transfer of the Property in favour of the Purchaser in case any such problem arises for the Seller and shall get/fully cooperate in getting the mutation of the Property done in favour of the Purchaser after the registration of the present sale deed.

7 That the Seller has further agreed with the Purchaser to keep Purchaser or its assigns, representatives etc. saved, harmless and indemnified from and against all encumbrances, charges, losses, damages, attachments, litigation, costs or expenses which the Purchaser sustain or incur or may sustain or may incur by reason of any legal or otherwise defect in the title of Property or by reason of any claim made by anybody, whatsoever on the Property in respect of the title of the Seller.

8 That the Purchaser shall hereinafter peacefully hold, use and enjoy the Property as its own property without any hindrance, interruption, claims or demand by or from the seller or any other person(s) whomsoever under or through them.

9 That the Seller hereby agrees to arrange and facilitate the mutation of the property in favor of the Purchaser and further hereby confirms, undertakes and declares to present themselves before all or any authority even after the execution of the present sale deed for the effective mutation of the property in the name of the Seller herein without any demur or grudge. However, the cost of such mutation shall be borne by the Purchaser herein.

10 This Deed shall be governed by and construed and enforced in accordance with the laws of India. The competent Court at Kharar in exclusion of other courts shall have jurisdiction in relation to any matter arising out of or incidental to this Agreement.

11 All expenses pertaining to the stamp duty and the registration fees in respect of this Deed shall be borne by the Purchaser. The Owner undertakes to extend all co-operation necessary including remaining present at the relevant sub registrar's office and do all such acts, deeds and things and execute such documents as may be necessary to enable the Purchasers to register this Deed and get the said property duly mutated in its name and such other documents as may be required by the Purchaser to effectively transfer the Property in favour of the Purchaser.

12 All the aforesaid Recitals, Schedule, Annexures, GPA and SPA annexed hereto shall form an integral part of this Deed.

We (both the parties seller and buyer) certify that all the facts incorporated in the registry are true and nothing is kept concealed in it. The number Khasras entered in the registry are not connected with any dera/ religious institution. There is no stay order from any court regarding the alienation of this land is being transferred/ alienated by violating any directions issued by any Act and Govt. Besides this as per collector rates the code Number and name of the Abadi is correctly entered. We, both of the parties have knowledge of the Section 82 of the Registration Act 1908 that if any registry is got registered by entering wrong facts then as per this Section punishment may be imposed. Resolution has not been cancelled. Regarding all the facts entered in the registry we, both of the parties are fully responsible.

IN WITNESS WHEREOF the Seller through its authorized representative have set their hands to these presents on the day, month and year first above written in the presence of each of the attesting witnesses, mentioned below and each of the attesting witness have put in their signatures in the presence of the Seller

Witness 1

Seller _____
through its Auth. Sign
Sh. _____,
Phone No. _____

Witness 2

Purchaser **Sh.** _____
Phone No. _____

For Suman Divine Homes



Sh. Suman Divine

Partner