

**TOTAL CONSIDERATION:**

**STAMP DUTY:**

**PROPERTY:**

**SALE DEED**

This Sale Deed is made at ..... in the State of Punjab on       day of      , 20  
(the 'Deed').

**BETWEEN**

**M/s Cee Dee Developers Pvt. Ltd**, a private limited company, having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), the promoter, through its Authorized Signatory Mr..... (Aadhar No.....) S/O ..... R/O.....duly authorised vide Letter Dated..... to execute this Sale Deed for the commercial Unit in the Commercial Project "**Cyber Square' situated at Commercial Site No 1 & 2, Phase 9, Industrial Area, SAS Nagar, Mohali**, hereinafter referred to as the "**Seller**" (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, including those of the respective directors). **PARTY OF THE FIRST PART.**

... Party of the First Part

**AND**

**[If the Allottee is a company]**

CIN no \_\_\_\_\_ a company incorporated under the provisions of the Companies Act, 1956/2013, (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 "**Allottee**" (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).

.....Party of the Second  
Part

**[OR]**

**[If the Allottee is a Partnership/LLP]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932) / Limited Liability Partnership Act, 2008, having its principal place of business at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the "**Allottee**"

(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). PARTY OF THE SECOND PART

[OR]

**[If the Allottee is an Individual]**

Mr./Ms.\_\_\_\_,(Aadhar no.\_\_\_\_\_) son / daughter of\_\_\_\_\_aged about\_\_\_\_\_, residing at\_\_\_\_\_,(PAN No.\_\_\_\_\_), 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). PARTY OF THE SECOND PART

[OR]

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

Mr.\_\_\_\_, (PAN 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\_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees). PARTY OF THE SECOND PART

**WHEREAS**

- A. The Promoter is vested the ownership and possession of the land admeasuring \_\_\_\_sq. ft. /sq.mts located at \_\_\_\_\_which is more particularly described in **Schedule A**, attached hereto, hereinafter referred to as the "**entire property**".
- B. The Promoter has represented to the Allottee that the said entire Property 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 are absolutely no third-party rights, of any kind or nature, on the Property and the same is in the possession of the Promoter. The Promoter has every legal right to sell or alienate the same in favor of the Allottee under any/ all the prevalent laws in force and further that there are no legal impediments, of whatsoever nature, for the sale of the Unit in favour of the Allottee and the due mutation of the said entire property has been sanctioned in favour of the Promoter herein in the revenue records;
- C. The Promoter herein represents and warrants that it has obtained the necessary approvals from the competent authority i.e.\_\_\_\_\_pursuant to which the Promoter is well within its right to execute and register the present sale deed and as such the title of the Unit (as defined hereinafter) would be validly and irrevocably pass onto and be transferred to the allottee.
- D. The Allottee herein has agreed to purchase a [commercial unit/office] bearing no. \_\_\_\_\_ admeasuring \_\_\_\_\_sq feet/metres (Carpet Area) and Super Area equivalent

to \_\_\_\_\_sq. ft. and \_\_\_\_\_sq metres with proportionate share in the common areas of the total land measuring \_\_\_\_\_ (hereinafter referred to as the **"Unit"**) (which is more particularly described in **Schedule B**) after satisfying himself about the title and approvals of the Promoter herein. The Unit was allotted to the allottee vide Allotment letter No. \_\_\_\_\_ dated \_\_\_\_\_ which was allotted to the said Allottee, subject to the limitation, terms and conditions mentioned therein and the same is still valid allotment.

**NOW THIS DEED FURTHER WITNESSETH AS UNDER:**

1. That the Promoter and the Allottee have agreed for the absolute sale of the Unit along with all rights, title, interest for the total consideration of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** and the Allottee has paid in full, the total sale consideration of the Unit to the Promoter through cheques/ drafts/ cash for which the Promoter do hereby acknowledge the receipt of the aforesaid consideration as under :

<b>S.No.</b>	<b>CHEQUE No./ DD No./ CASH</b>	<b>AMOUNT</b>	<b>DEMAND DRAFT DATED</b>	<b>NAME OF THE BANK</b>	<b>FAVORING</b>

2. That the Promoter hereby absolutely and unconditionally grants, conveys, sells, transfers, assigns to the Allottee all the rights, title and interest in the Unit and conveys the same unto the Allottee, 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 Promoter further conveys unto Allottee the absolute right to hold and enjoy the Unit and to its heirs, executors, administrators, successors and permitted assign without any interruption or hindrance by the Promoter or any person claiming through or under them and now the Promoter has been left with no right, title, interest, claim or concern of any nature with the Unit and the Allottee has become the absolute owner of the same.
3. That the actual physical possession of the unit has been delivered to the Allottee by the Promoter at the site which has been duly demarcated as per the Layout plan as approved by the competent authority. The Allottee has further affirmed and confirmed that he/she is fully satisfied in respect of the quality and specifications relating to the Unit purchased, as was assured to him upon allotment of the unit and that there is nothing from this day onward whereby Allottee can claim anything in respect of the Unit from the Promoter.
4. That the Allottee shall hereafter peacefully hold, use and enjoy the unit as its own property without any hindrance, interruption from anyone concerned. However, it is clarified and agreed

by the Allottee that he shall be liable to pay the monthly maintenance charges as would be applicable on the Allottee from time to time and shall also be liable to pay and maintain the minimum Interest Free Maintenance Security Deposit for the lifetime with the maintenance agency / association of the allottees. Any default thereupon may entail the withdrawal of services as being provided by the maintenance agency/association of the allottees. The common areas of the said project shall be assigned / conveyed to the association of allottees as shall be formed by the allottees, if not formed till date, including the allottee. That it has been agreed between the parties herein that all the terms and conditions as has been agreed under Agreement for sale and/or Allotment Letter shall remain binding upon the parties and both the parties shall adhere with the same.

5. That the Promoter declares undertakes and confirms that the Property has not been notified under the provisions of Land Acquisition Act or any other related law by the State / Central Government for any purpose. The Property is in possession of the Promoter and there is no bar or prohibition for transferring the title and actual physical possession to the Allottee 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 project herein on the property.
6. That the Promoter hereby confirms that the right to use the undivided share in the common areas of the project "**Cyber Square**" shall vest with the Allottee along with other allottees of the project and the undivided proportionate title in the common area shall also be transferred in favor of the Association of Allottees or competent authority as the case may be, as stipulated under RERA. The total sale consideration paid to the Promoter for the Unit is inclusive of the price for such undivided proportionate share in common areas and no additional cost in respect thereto shall be required to be paid by the Allottee to the Promoter but the cost of transfer of such title of the common areas shall be borne by the beneficiary thereto i.e. the Association of Allottees ("**Association**") which is required to be formed within a period of three months from the date of grant of occupation certificate, if not formed till date. The Promoter agrees to hand over the actual physical possession of the common areas to the said Association and the Allottee herein shall be required to become the member of the said Association and shall abide by the Rules and Regulations framed by the said Association and also pay regular maintenance charges as would be fixed by the said Association from time to time which shall be reviewed after every financial year.
7. That the Promoter 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 and that the said entire property is clear from any encumbrances etc. and Promoter has further agreed with the Allottee to keep Allottee or its assigns, representatives etc. saved, harmless and indemnified from and against all encumbrances, charges, losses, damages, attachments, litigation, costs or expenses which the Allottee sustains or incurs or may sustain or may incur by reason of any legal or otherwise defect in the title of Property.

8. The Allottee acknowledges and agrees that he shall comply with the building bye- laws of the Municipal or any other applicable authorities and all other rules and regulations as shall be stipulated from time to time, in respect of the said Unit.
9. It is mutually understood and agreed in unequivocal terms that if it is discovered, at any stage, that this deed has been obtained by the Allottee by suppression of any fact(s) or by any mis-statement, mis-representation or fraud, in such an event this deed shall become void at the option of the Promoter who shall have the right to cancel this deed and forfeit the consideration paid by the allottee. The decision of the Promoter in this regard shall be final and binding upon the allottee and shall not be called in question in any proceedings before any court of law/tribunal. It is further declared that as a result of this present deed the allottee from the date of execution of this deed shall become the absolute owner of the Unit together with all rights, interests and liabilities therein, and the Promoter do hereby release the Allottee from all the liability in respect of price reserved by and the covenants and conditions contained in the said allotment letter required to be observed by the allottee of the Unit.
10. This Deed shall be governed by and construed and enforced in accordance with the laws of India. That notwithstanding execution of this deed, use of the property in contravention of the provisions of the competent Authority/Zonal Development Plan/Layout Plan shall not be deemed to have been condoned in any manner and the competent Authority and Real Estate Regulatory Authority(RERA Authority) as established under the Real Estate (Regulation and Development) Act, 2016 (**RERA**) by the Punjab government shall be entitled to take appropriate action for contravention of provisions of any law for the time being in force .
11. All expenses pertaining to the stamp duty and the registration fees in respect of this Deed shall be borne by the Allottee. 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 Allottee to register this Deed and get the said property duly mutated in its name and such other documents as may be required by the Allottee to effectively transfer the Unit in favour of the Allottee.
12. All the aforesaid Recitals, Schedules, Annexure annexed hereto shall form an integral part of this Deed.

IN WITNESS WHEREOF the Promoter 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 Promoter

**Schedule A**

Details of the said entire property

**Schedule B**

(Details of Unit)

<b>PROJECT :</b> [ ]	
<b>Unit Details</b>	<b>Unit No. _____, Project _____,</b>
<b>Area of the Unit</b>	<b>_____ sq. ft.</b>
<b>Direction of the Unit</b>	_____
<b>Dimensions of the Unit</b>	
<b>No. of car parking</b>	_____
<b>Car parking number</b>	_____

<b>For Allottee</b>	<b>For Promoter</b>
<p>_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>	<p>_____</p> <p>Name:</p> <p>Address:</p> <p>Phone:</p>
<b>Witnesses</b>	
<p>_____</p> <p>Name:</p> <p>Address:</p>	<p>_____</p> <p>Name:</p> <p>Address:</p>