# Indenture Of Sale

THIS INDENTURE OF SELL made at Delhi this *\_\_* day of 20O\_

BETWEEN

1. Shri \_\_\_\_\_\_\_\_ Son of \_\_\_\_\_\_\_\_\_\_\_\_\_ age \_\_\_ years, occupation -\_\_\_\_\_\_\_\_\_,

2. Shri \_\_\_\_\_\_\_\_\_ Son of \_\_\_\_\_\_\_\_\_\_\_age \_\_\_\_ years, occupation \_\_\_\_\_\_\_\_,

both residents of hereinafter called the VENDORS, (which expression shall, unless repugnant to the context, mean and include their heirs, executors, administrators and assigns) of the First Part

AND

Shri \_\_\_\_\_\_\_\_ Son of \_\_\_\_\_\_\_\_\_\_\_\_\_ age \_\_\_ years, occupation -\_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_ hereinafter called the PURCHASER, (which expression shall, unless repugnant to the context, mean and include his heirs, executors, administrators and assigns) of the Second Part

AND

M/s \_\_\_\_\_\_\_\_\_\_, a partnership firm, registered under the Indian Partnership Act 1932, having its office at \_\_\_\_\_\_\_\_\_\_\_ acting through its partner, Shri \_\_\_\_\_\_\_ age years, occupation - \_\_\_\_, resident of \_\_\_\_\_\_\_\_\_ hereinafter called the CONFIRMING PARTY, (which expression shall, unless repugnant to the context, mean and include the said firm, its present and future partners, their heirs, executors, administrators and assigns) of the Third Part.

**WHEREAS** the property bearing Survey No. \_\_\_\_ of the revenue village \_\_\_\_\_ Taluka \_\_\_\_\_\_\_ District \_\_\_\_ described in further details in the schedule here under belongs to the vendors herein;

AND WHEREAS the vendors herein have, by an agreement to sell, dated \_\_\_\_\_\_, agreed to sell the said property unto the confirming party;

AND WHEREAS there being no other source of income to the family of the vendors;

AND WHEREAS the vendors decided to subject the said property to the provisions of the Maharashtra Apartment Ownership Act 1970 and tosell the apartments to the to the desirous tenants, or their nominees;

AND WHEREAS the confirming party has agreed to join this conveyance as the confirming party;

NOW, THEREFORE, in pursuance thereof and in consideration of the total purchase-price of Rs. \_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_ Only) paid to the vendors herein by the purchaser, the vendors hereby do acknowledge and give full and complete discharge of the same to the purchaser, the vendors herein hereby sell, grant, convey, transfer and assign to the purchaser herein all that piece and parcel of premises of Flat No.\_\_\_\_, i.e. Apartment No\_\_situate on the\_\_\_floor in the three-storied building built at the said property and which flat No.\_\_\_\_\_\_, i.e. Apartment No.\_\_\_\_ has a carpet area of about\_\_\_\_\_Sqft or\_\_\_\_\_\_sqm is more fully described in the schedule annexed hereto along with the right to use the open space adjacent to the building and the right to use common areas and facilities in common with the other flat-owners, free from all encumbrances and claims of any kind whatsoever, and the vendors herein do hereby hand over, convey, grant actual possession of the said Flat No\_\_\_\_\_, i.e. Apartment No.\_\_\_\_\_, more fully described in the schedule annexed

hereto, the purchaser herein together with all the rights, privileges 1 easement, appurtenances and hereditament belonging to or anywiseappertaining thereto together with all the estate, right, title and interest of the vendors in the said Flat No.\_\_\_\_, i.e. Apartment No.\_\_\_\_\_, more fully described in the schedule annexed hereto and the claim and demand whatsoever of the vendors in the same;AND TO HAVE AND TO HOLD the said Flat No.\_\_\_\_, i.e. Apartment No.\_\_\_, and all the premises and hereditaments thereof and all the rights, title and interest therein hereby granted, sold, conveyed and transferred fully and absolutely unto the purchaser herein expressed to be UNTO AND YO THE USE of the purchaser FOR EVER as full and absolute owner thereof, subject, however, to the payment of the rates, taxes and assessments and duties thereafter become payable to the Pune Municipal Corporation and other local authorities in respect of the said premises Flat No.\_\_\_\_\_, i.e. Apartment No. \_\_, more fully described in the schedule annexed hereto by the purchaser herein.

AND VENDORS HEREIN HEREBY DO COVENANT with the purchaser herein that they, the vendors, have good absolute and marketable title and right to sell, grant, convey and transfer all encumbrances and claims whatsoever, and the purchaser shall and may at all times hereafter peaceably and quietly enter upon, occupy, possess and enjoy the premises of the said Flat No.\_\_, Apartment No.\_\_\_\_\_, more fullydescribed in the schedule annexed hereto and the rents and profits and usufruct thereof to and for his own use, benefit without any suit action, eviction, interruption, claim or demand whatsoever from the vendors or their predecessors-in-title or any person or persons claiming through him and the vendors shall keep the purchaser absolutely acquitted and discharged of all such actions or objections.

AND THE VENDORS DO COVENANT FURTHER with the purchaser herein that the interest and title of the vendors in the aforesaid Flat No.\_\_\_\_, i.e. Apartment No.\_\_\_\_\_\_, more fully described in the schedule annexed hereto and which is hereby sold, conveyed, transferred and granted absolutely to the purchaser herein subsists in him and that they,the vendors, are fully and absolutely owners of the said Flat No.\_\_, i.e.Apartment No.\_\_\_\_\_, more fully described in the schedule annexed heretostanding in the land of Survey No.\_\_\_\_\_of the revenue village 555 of the revenue village Taluka District and that the vendors have all right, title and interest therein and marketable title to sell, transfer, convey and grant the said Flat No.\_\_\_\_, i.e. Apartment No. \_,

described in further details in the schedule here under more fullydescribed in the schedule annexed hereto and hereby sold, conveyed, transferred and granted absolutely to the purchaser herein is free from all encumbrances, claims and demand whatsoever of any kind and that pertinent documents and true copies thereof have been delivered to the purchaser herein upon the execution of these presents.

AND THE VENDORS herein hereby do covenant further with the purchaser herein that the vendors will give their consent to any application that will be made by the purchaser herein for the entry of his name in the Apartment Owners' Association that would be formed of the different apartment-holders in the said building and to get entries effected in the city survey record.

AND THE VENDORS DO hereby reserve to themselves the right to construct on the\_\_\_\_\_\_\_\_\_floor over the porch, i.e. above the Apartment No.\_\_\_\_ and sell the same to the purchaser of their choice on the terms and conditions deemed proper by them or otherwise to enjoy the same, and in that event, such apartment shall become part and parcel of the scheme, and such owner thereof shall become entitled to the rights in proportion of its area and the said proposed Apartment No.\_\_, i.e. family unit No.\_\_\_\_

AND THE PURCHASER does herein hereby covenant and undertake to become a member of the covenant and undertake to become a member of the proposed Association of flat-owners in the said building as per the provisions of the Apartment Ownership Act 1970 and the rules made thereunder and to fulfil and discharge all his liabilities as such.

PAYMENT OF CONSIDERATION :

Rs.\_\_\_\_\_\_\_\_\_\_.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

All that piece and parcel of land situate within the Registration Division & District Pune, Sub-Division & Taluka Haveli, within the local limits of the Pune Municipal Corporation, revenue village Kothrud, bearing Survey No. 555, admeasuring 12,000 sqft or thereabouts, and bounded by as follows :

On or towards the East \_

On or towards the South \_

On or towards the West \_

On or towards the North \_

IN WITNESS WHEREOF the parties hereto have signed here under at Pune the date first above mentioned.

Sd/-

Sd/-

VENDORS

Sd/-

PURCHASER

Sd/-

CONFIRMING PARTY

Witnesses:

1. Sd/-

2. Sd/-