INSTRUCTIONS TO USE THE MODEL FORMS FOR DOCUMENTATION

1) **These templates are to guide the citizen to prepare document on his own.**
2) **The citizen shall carefully draft the document by incorporating clauses and/or amending/deleting the clauses in the model forms.**
3) **He shall give accurate information regarding parties. There should not be any spelling mistakes. The description of parties should be complete and free from mistakes along with the addresses.**
4) **The flow of title particularly how the present transferor got the title over the scheduled property mentioning link documents, court judgements, inheritance etc shall be mentioned chronologically without any mistakes.**
5) **The scheduled property details shall be given clearly. The description of the property shall be such that it is identifiable according to Registration law and rules made thereunder.**
6) **The consideration and other information affecting the chargeability of the instrument shall be provided correctly and factually so that proper stamp duty and other charges are levied during registration process by the Registering Authority. If there is suppression of facts leading to loss of revenue, then the parties are liable for prosecution besides collecting legitimate revenue from the parties as per law in vogue.**
7) **If parties commit any mistakes in document that may lead for rectification of mistakes by executing a rectification deed subsequently. Therefore, the parties are advised to take all required care and caution during preparation of document to avoid unnecessary round of tours to the offices for getting rectification deed(s) registered.**

DISCLAIMER: DEPARTMENT OWNS NO RESPONSIBILITY FOR THE CLAUSES/COVENANTS USED IN THE MODEL DOCUMENTS. IT IS UPTO THE PARTIES TO USE THEM OR MODIFY THEM. THE PARTIES MAY PREPARE DOCUMENT SUITING TO THEIR NEEDS WITHOUT DEPENDING ON THE MODEL DOCUMENTS PROVIDED. DEPARTMENT KNOW THAT EACH TRANSCTION/DOCUMENT IS UNIQUE. THEREFORE, PARTIES ARE ADVISED TO TAKE ALL THE CARE IN PREPARATION OF DOCUMENT TO RECORD LEGAL

RIGHTS AND OBLIGATIONS PROPERLY REQUIRED UNDER VARIOUS LAWS.

You may find more information on the above subject by visiting these pages

https://registration.telangana.gov.in/saledeed.htm

https://registration.telangana.gov.in/documentpreparation.htm

the said premises have approached the Developer, and the Developer agreed for the

SALE DEED FOR FLAT

THIS DEED OF SALE is made and executed on this the_____ day of , by

Sri S/o, D/o, W/o. , aged about years, Occupation: Resident of D.No._____

Represented by his / her agent (or)

Being minor represented by Father/Mother/Brother/Guardian

Sri S/o, D/o, W/o. , aged about years, Occupation: Residing at under _____general / special power of attorney dated _____Registered as Document Number_____ of Year_____ Book IV of RO/SRO_____.

Hereinafter referred to as **"VENDOR NO I"** which term shall mean and include all his heirs, legal representatives, executors, administrators, attorneys and assignees etc.

A N D

M/S._____

Hereinafter referred to as **"DEVELOPER" and "VENDOR NO II"** which term shall include all its partners, representatives, assignees, successors-in-interest.

Herein-after referred to as "VENDORS"

IN FAVOUR OF

Sri _____ S/o, D/o, W/o.
aged about years, Occupation:
Resident of D.No. _____ ,

Being minor represented by Father/Mother/Brother/Guardian

Sri _____S/o, ,
D/o, W/o.
aged about years,
Occupation:
Residing at_____

Hereinafter referred to as **"VENDEE"** which term shall mean and include all his heirs, legal representatives, executors, administrators and assignees, etc.

WHEREAS the Vendor is the sole and absolute owner of the Plot bearing Plot No./House No. , Survey No._____situated at Ward No. Block No

_____ _____
_____Muncipal Corporation / Muncipality which was inherited / having acquired through a Sale/Gift/Gift Settlement/Partition/Will Deed Registered as Document No.- _____ of S.R.O. _____ copied in Volume No. _____at Page .

WHEREAS the Vendor was desirous of constructing a residential complex in the said premises have approached the Developer, and the Developer agreed for the

same as per the Development Agreement registered as No _____ of S.R.O .

WHEREAS the Vendor(s) herein has/have obtained Permission for Stilt + Upper _____ Floors, vide Permit No._____ in File No._____ dated_____from the Municipal Corporation / Muncipality / Gram Panchayat.

WHEREAS the Vendor(s) have constructed complex named as in the said premises consisting of Stilt Floor for parking + Upper Three Floors for residential units, having amenities of APSEB & HMWS connections as per the plan.

AND WHEREAS the Vendor(s) offered to sell (The undivided share of the site described in 'A' schedule) Flat Described in 'B' schedule (hereinafter referred to as the "SCHEDULE PROPERTY') to the Vendee for a total sale consideration of Rs. Only) and the Vendee herein has agreed to purchase the above mentioned Flat for the said sale consideration which includes the consideration for the purchase of the proportionate undivided share of land.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1 That in pursuance of the said offer and acceptance the Vendee has already paid the entire sale consideration of Rs._____ to the Vendors, the receipt of which the Vendors hereby admitted and acknowledged, the Vendors hereby convey, transfer and assign all their title, right and interest

over the schedule property together with Rights of easements and appurtenances unto and to the use of the Vendee.

2. That the Vendors have this day delivered the vacant, physical and peaceful possession of the Schedule Property to the Vendee TO HAVE AND TO HOLD the same absolutely and forever, which is more fully and specifically delineated and described in Schedule Property.

3. That the Vendors have paid all the taxes, cess, dues etc., in respect of the schedule mentioned property upto date of registration of Sale Deed.

4. That the rights, titles, interests, easements, privileges, appurtenances, liberties, enjoyments and possessions are hereby transferred and subsist in favour of the Vendee absolutely and forever.

5. That the Vendors hereby declare and covenant with the Vendee that the schedule mentioned property is free from all encumbrances, charges, prior sales, gifts, mortgages, liens, court attachments and litigations etc., and the Vendors have full power and absolute authority to sell the said premises to the Vendee absolutely and forever.

6. That the Vendors hereby undertake to indemnify and keep the Vendee indemnified against all the losses, costs, expenses, damages sustained if any to the Vendee on account of any defect in title of Vendors or if the Vendee is deprived from the part or whole of the schedule property, the Vendors shall compensate against the same at all times with the personal or other property.

7. That the Vendors further declare and covenant with the Vendee that they will execute any further deeds of assurance to strengthen the title of the Vendee at the cost and expenses of the Vendee.

8. The Vendee shall be the joint owner of schedule land along with other Flat owners of the building complex and the land is for the common use of the Flat owners of the building complex.

9. The vendor(s) here by declare that the site described in 'A' schedule property is not in assigned land with in the meaning of A.P Assigned Lands (Prohibition and Transfers) Act 9 of 1977 and it is also not sold to any body or under mortgage to Govt. / Agencies / Under takings.

a) TO HAVE PEACEFUL AND OCCUPATION OF THE BUILDING COMPLEX THE VENDEE HEREBY COVENANTS AS FOLLOWS:

b) The Vendee hereby agrees to be a member of the Society or Association to be registered under the Societies Act or any other analogous enactment or regulations that may be formed by all the Flat owners of the building complex and the Vendee shall abide by the rules and by-laws of the said Society who shall be the administrators of common services such as lift, transformer, corridors, passages, staircases, drainage, water supply, maintenance of borewells, electricity and other properties of common enjoyment and maintenance of security staff and any such other welfare activities as the general body of Society may consider and resolve by a special resolution. The Vendee shall pay to the Society /

Associaiton share of the amounts towards common services, insurance premium, taxes leviable on the entire building complex. Further, the Vendee shall pay the property tax, electricity meter deposit, electricity consumption charges and water charges of scheduled property etc., to the concerned authorities regularly.

c) The Vendee shall park vehicle only in the parking area in the common area, and the same shall make use of the common passage leading from the main road to the apartments only as an approach to the apartments and no cause any obstruction in the passage and will not have any right over the sky-space over the passage.

d) The Vendee shall not at any time demolish schedule property or any part of the building including the common areas such as staircase, lift, parking area, drainage pipes, cables, water courses, gutters, wires and other conveniences necessary for proper utility of the building. The Vendee shall not make any additions or alterations or any new constructions of any nature whatsoever contrary to the MCH plan for his/her Flat or to any part of the building. The Vendee shall not close the verandahs or lounges or also shall not alter the exterior colour of the building complex. For this purpose the Flat owners means all persons having rights, title or interest in any part of the building. The design of the grills provided to the balconies as well as to the windows of apartments shall not be replaced with any other design so as to maintain uniformity in the appearance of the building.

e) The Vendee hereby agrees to keep his/her Flat as well as the partition walls, drains, drain pipes, water pipe lines and the appurtenances thereto in good condition so as to support shelter and protect all parts of the building and also for proper utility and occupation.

f) The Vendee hereby agrees to use the common over head tank jointly along with other Flat owners and undertakes to pay the water charges proportionately if water is purchased.

g) The Vendee shall covenants that he/she shall not throw any dust, rubbish, rags, waste or permit the same to be thrown in the compound or in any portion of the building complex, which may cause damage, loss or inconvenience to other occupants of the building.

h) The Vendee hereby agrees that he/she shall not use the Flat for any purpose which may cause nuisance or disturbance to the neighboring occupants of the building, nor for any illegal or immoral purpose.

i) The Vendee shall not store in the Flat any explosive or goods of destructive nature which are likely to cause fire or explosion and also shall not store heavy weight materials which may effect damage or destroy the structures of the building.

‘A’ SCHEDULE PROPERTY

All that piece and parcel of the site admeasuring_____Sq.yards / _____Sq.Mts. Survey No_____Ward No_____Block No._____ Situated at_____Muncipal Corportation / Muncipality_____Sub District _____Registration District.

Which is more fully described in the plan annexed hereto and marked in RED colour and bounded as under:

NORTH :

WITNESSES :

SOUTH :

EAST :

WEST :

In the above property undivided share of_____Sq.yards_____Sq.Mts

‘B’ SCHEDULE PROPERTY

Flat No._____in _____Floor With a Plinth Area of_____Sq.Feet including common areas along with parking area admeasuring_____Sq.Feet in the residential / commercial complex named_____constructed in the ‘A’ Schedule Property bounded by,

NORTH :

SOUTH :

EAST :

WEST :

IN WITNESS WHEREOF the Vendors have hereunto set their hand to this Absolute Deed of Sale on this day, month and the year first above mentioned in the presence of the following witnesses.

V E N D O R S

1 . 1 .

2 . 2 .

Document Prepared by_____S/o._____Occ._____R/o.

SIGNATURE

WITNESSES :