

**SALE DEED**

**EXECUTED BY**

**XYZ**

**IN FAVOUR OF**

**ABC PRIVATE LIMITED**

**[XYZ],[XYZ]**

## DEED OF SALE

This Deed of Sale (this 'Deed') executed this [XX] day of [month], [year] at [location]:

### BY

**Bharat Sanchar Nigam Limited (BSNL)** [entity of XYZ Limited] a company incorporated under the provisions of the Companies Act, 1956, having its registered office at [XYZ] holding PAN No. [XYZ] and GST No. [XYZ] represented herein by its authorized signatory [XYZ] holding Aadhaar No. [XYZ] and PAN No. [XYZ] (hereinafter referred to as the "**Vendor**", which expression shall, unless repugnant to the context, be deemed to mean and include its representatives, successors-in-interest and permitted assigns) of the **FIRST PART**

### IN FAVOUR OF

[ABC[entity of ABC]a \_\_\_\_\_ [Company/LLP/Partnership Firm or whichever is applicable] incorporated under the provisions of the \_\_\_\_\_ [insert name of the applicable law] having its [Registered office OR Principal Place of Business] at \_\_\_\_\_ holding PAN No. \_\_\_\_\_ [if applicable] and GST No. \_\_\_\_\_ [if applicable] represented herein by its authorized signatory [XYZ] holding Aadhaar No. [XYZ] and PAN No. [XYZ] OR Sri [insert name of the individual], son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_ years, by Nationality \_\_\_\_\_, holding PAN \_\_\_\_\_, residing at \_\_\_\_\_,] (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to the context, be deemed to mean and include its representatives, successors-in-interest and permitted assigns) of the **SECOND PART**

**[L&L Note:** Additional parties may be added in case the Successful Bidder is a Consortium, as, as per Clause 6.3.3 of RFP in such case Consortium SPV along with Consortium Members have to execute the Sale Deed]

*(The Vendor, the Purchaser and the Confirming Party are herein after collectively referred to as the "**Parties**" and individually as the Vendor, the Purchaser and the Confirming Party.)*

### WHEREAS:

- A. The Vendor had offered the following immovable property for its purchase through a competitive bid process: immovable property being land admeasuring Acres xx Cents (out of Acres xx Cents) in Survey Nos. xxxxxxx of xxx Village comprising of land measuring (a) xx Cents (out of Acres xxx Cents) in Survey No. xx, and (b) Acres xx Cents (out of Acres xxx Cents) in Survey No. xx situated at xxx Village, xxx Mandal, xxx District, xxxxx (more fully described in the Schedule hereto, and herein after referred to as the "**Schedule Property**" and highlighted in green colour in the sketch plan attached hereto vide a RFP XXXXX issued by XXXX dated XXXX
- B. The Vendor acquired the said Schedule Property in the manner set out herein below:

- (a) The Vendor is the owner of the Larger Property *vide* Government Order bearing Go.Ms.No.xxxx dated Month XX, 20XX and the sub-division of the large property is undertaken by competent authority i.e. [●] to alienate 10.96 acres bearing new survey no. XX/XX.
- (b) and subsequent allotment ,deed which has been registered as Document No. XXX of 19XX in the office of the Sub-Registrar, XXXX executed by (i) XXXXXXXX;
- C. The Vendor offered to sell the Schedule Property (forming part of the Larger Property) to the Purchaser for a total Sale Consideration (defined hereunder) in accordance with the process followed pursuant to RFP XX-XXXX dated XX.XX.XXXX.and as per the bid submitted by the Purchaser under the terms of to RFP XX-XXXX dated XX.XX.XXXX., the Purchaser has agreed to purchase the Schedule Property as per the terms of RFP on “as is where is basis”.
- D. The Purchaser has conducted a complete due diligence on the Schedule Property including (i) physical inspection, measurements and (ii) review of all deeds and documents relating to the Schedule Property, and completely satisfied itself.
- E. Now therefore in pursuance of the foregoing, the Vendor are executing this Deed in favour of the Purchaser.

**HENCE THIS DEED IS NOW MADE AND EXECUTED AND WITNESSETH AS FOLLOWS:**

- In consideration of the sum of Rs. [XYZ] (Rupees [XYZ] Only) already paid by the Purchaser to the Vendor, in the manner hereinafter set forth, the Vendor hereby grant, convey, sell, transfer and assign by way of absolute sale to the Purchaser, the Schedule Property together with all common ways, easements and appurtenances, trees, constructions, improvements, estate, right, title, interest, property, claims and demands, whatsoever thereto, belonging to the Schedule Property, free from all encumbrances, attachments, charges and any other claims, whatsoever, to have and to hold the same as the sole and absolute owner thereof. Further, the Vendor has on this day put the Purchaser in peaceful and exclusive possession of the Schedule Property.
- The Purchaser has paid the total sale consideration of Rs. [XYZ]/- (Rupees [XYZ] only) (“**Sale Consideration**”) to the Vendor for the absolute sale and conveyance of the Schedule Property to the Purchaser in the manner set out below:

Demand Draft/ RTGS No.	Date	Amount	Bank	Branch


3. The Vendor agrees that the Sale Consideration is exclusive of all taxes, duties, cesses, levies and the like payable on sale of the Schedule Property including the tax deductible at source as per applicable rates on the Sale Consideration, and the Purchaser shall not be liable or responsible to pay any amount in excess of the Sale Consideration to the Vendor or any other person unless agreed otherwise in consultation with the vendor.
  
4. The Vendor hereby acknowledges receipt of the entire sale consideration, as mentioned herein above, and the Vendor hereby acquit and discharge the Purchaser of the same and confirms that the Purchaser has made the full and final payment in connection with the conveyance of the Schedule Property.
  
5. The Vendor do covenants with the Purchaser that post the sale and transfer of Schedule Property under this Deed, it will not take any action or cause any action to be taken by any person which adversely affects any of the rights transferred to the Purchaser under this Deed including peaceful possession or alienation of the Schedule Property. The Vendor further represents to the Purchaser that (i) all documents relating to title of the Schedule Property handed over to the Purchaser are original, true and accurate and not forged or unauthentic, (ii) The Vendor has not entered into any arrangement or agreement to sell or otherwise dispose the Schedule Property with any third party/ies and (iii) the Schedule Property is not subject to any attachments as a result of acquisition/requisition proceedings, court proceedings, quasi-judicial / other proceedings, debt recovery proceedings, tax recovery proceedings, or otherwise and that the Schedule Property has not been given as security or surety under any proceedings of any kind in any court of law or for availing any financial facility.
  
6. In the event any right, title and interest in the Schedule Property is found to be subsisting with the Vendor, the same is hereby deemed to have been conveyed to the Purchaser under this Deed, for all intents and purposes, and that no consideration other than as specified herein need be paid for the same by the Purchaser. The Vendor however agrees and undertakes to execute such other document/s and do or cause to be done all such acts, deeds and things that are reasonably and legally required to be done at the instance of the Purchaser, for fully and perfectly confirming and assuring the title of the Purchaser, to the Schedule Property.
  
7. The Purchaser hereby represents, warrants and covenants with the Purchaser as follows:
  - (a) It has full power and authority to execute, deliver and perform its obligations under the Deed;
  - (b) It has taken all necessary corporate and other actions under Applicable Laws and its Memorandum and Articles of Association to authorize the execution, delivery and performance of its obligations under this Deed;
  - (c) This Deed has been duly authorized, executed, and delivered by it after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;

- (d) Purchaser has complied with all terms and requirements of the RFP XXX-XXXX dated XX.XXX.XXXX in relation to the Schedule Property;
  - (e) Purchaser acknowledges and understands that it is buying the Schedule Property on “as is where is basis” and has completely satisfied itself with the due diligence of the Schedule Property including title documents and will not be entitled to any claim in relation to such due diligence including but not limited to measurement, physical condition, permitted usage of the land; and
  - (f) Purchaser will be responsible for obtaining all permissions or approvals or licenses or the like for any development over the Schedule Property or for making any use of the Schedule Property as per its business plans.
8. This Deed shall be governed by and construed in accordance with the laws of India.
  9. The Vendor and the Purchaser agree that any and all disputes between the parties regarding this Deed or any provision thereof shall be subject to the jurisdiction of the courts at XXXXXXXX, India.
  10. That the Vendor has on this day delivered to the Purchaser in respect of the Schedule Property, the original/photocopies of the documents of title to the Schedule Property. The Purchaser affirms that there are no other documents that it requires for the purposes of taking absolutely transfer of the Schedule Property in terms of this Deed other than the documents handed over to the Purchaser by the Vendor.
  11. This Deed supersedes all previous agreements and arrangements, if any, between the Vendor and the Purchaser.
  12. Notwithstanding anything provided in this Deed, the Purchaser shall continue to be bound by the Confidentiality Undertaking.
  13. All expenses towards stamp duty, registration charges etc., have been borne and paid for by the Purchaser.
  14. The Schedule Property is not an assigned land as defined in the Act 9 of 1977 and is not impacted by the land ceiling as per the Act 1 of 1973 and Act 33 of 1976.

**SCHEDULE**  
**SCHEDULE PROPERTY**

All that piece and parcel of immovable property being land measuring Acres XXX Cents (out of Acres XXXXX Cents) in Survey Nos. XXXX of xxxx Village comprising of land measuring (a) Acres xxxxxs(out of Acres xxxxxx Cents) in Survey No. xxxxx and (b) Acres xxxxx Cents(out of Acres

xxxxx Cents) in Survey No. xxxxxx, situated at xxxxx Village, xxxx Mandal, xxxx District, XXXX and bounded on its:

**North by** : [XYZ]  
**East by** : [XYZ]  
**West by** : [XYZ]  
**South by** : [XYZ]

**LARGER PROPERTY**

All that piece and parcel of immovable property being land measuring Acres xxxx Cents in Survey Nos. xxxxxxxx, comprising of land measuring (a) Acres x-xx Cents in Survey No. xxxx, (b) Acres xxxx Cents in Survey No. xxxx, (c) Acres xxxx Cents in Survey No. xxxxx, and (d) Acres xxxxx Cents in Survey No. xxxxx, situated at xxxxxxx Village, xxxxxxMandal, xxxxxxxxx District, xxxxxxxx and bounded on its:

**North by** : [XYZ]  
**East by** : [XYZ]  
**West by** : [XYZ]  
**South by** : [XYZ]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Deed as of the day, month and year first above written.

<b>VENDOR</b>	
<b>Vendor</b> <b>Bharat Sanchar Nigam Limited,</b> <b>Represented by its Authorized Signatory,</b>  _____ Signature: Name: <b>XYZ</b>	
<b>PURCHASER</b>	
<b>ABC Private Limited,</b> <b>Represented by its Authorized Signatory,</b>  _____ Signature: Name:	

Designation:

**WITNESSES**

**1.**

\_\_\_\_\_  
Name:

Address:

**2.**

\_\_\_\_\_  
Name:

Address:

**Sketch Map**  
**[To be attached]**