

**SALE DEED
(General)**

This deed of sale is executed on _____ day of _____ month of _____ year by Sri./Smt. _____, S/o./ W/o. _____, occupation _____, and aged _____ years, residing at _____.

hereinafter called the "SELLER".¹

In favour of

Sri./Smt. _____ S/o./W/o. _____, occupation _____, aged _____ years, residing at _____.

hereinafter called the "PURCHASER".²

Whereas, the term SELLER and PURCHASER, unless repugnant to the context shall mean and include there representatives heirs, successors, executors, administrators, trustees, legal representatives and assigns.

Whereas, the SELLER herein, is the sole and absolute owner of immovable property³ bearing No. _____ known as _____ situated at _____ and morefully described in the schedule hereunder written and hereinafter called the schedule property.

Whereas, the SELLER is the absolute owner, having acquired the property, by _____⁴ and since then SELLER has been in possession and enjoyment of the schedule property and paying taxes and levies thereon, as sole and absolute owner thereof.

Whereas the SELLER herein being desirous of selling the Schedule property due to the reason⁵ _____

Whereas the PURCHASER has agreed to purchase the schedule property in terms an oral / written agreement for a total sale consideration of Rs. _____ (Rupees _____ only) and the purchaser in terms of aforesaid oral / written agreement agreed to pay the entire sale consideration at the time of execution of the sale deed.

Whereas in consideration of the purchaser having paid the entire sale consideration Rs. _____ Rupees _____ only)

as aforesaid the receipt of which has been duly acknowledged by the SELLER, who acquits the purchaser from making any further payment towards sale consideration, the SELLER, as beneficial owner, DOES HEREBY GRANT, CONVEY, TRANSFER, BY WAY SALE AND ASSIGN unto and in favour of the purchaser of the schedule property and every part thereof together with the right, title and interest therein, with all the benefits advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges, appurtenances or any other things hidden in the earth belonging to or appurtenant thereto etc., attached to belonging to and reputed to belong to the Schedule property TO HOLD, TO POSSESS AND TO ENJOY the same forever free from all encumbrances, charges, all kinds of mortgage, agreement to sell, court litigation's and any other statutory charges.

Whereas the SELLER hereby declares and covenants with the purchaser that he is the sole and absolute owner of the Schedule property and has a clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the purchaser in terms of this deed. The SELLER further declares that he has not done any acts, deeds or things so as to curtail, restrict or prejudice his right to convey or prevent him from selling the Schedule property in terms of this deed.

Whereas the PURCHASER having now paid the entire sale consideration as detailed below, has requested the SELLER to execute the Sale deed in his favour and the SELLER has duly agreed thereto.

NOW THEREFORE THIS DEED OF ABSOLUTE SALE WITNESSETH AS HEREUNDER:

1. The SELLER hereby confirms that the PURCHASER has paid the entire sale consideration as under:

a. Amount paid by Cheque No. _____
or in Cash on dated _____ Rs. _____

b. Remaining amount paid by Cheque
or D.D. or Pay order before
Sub-Registrar at the time of Registration
of this Sale deed Rs. _____

Total Rs. _____

(Rupees _____ only)

Whereas the SELLER hereby further declares that the schedule property is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lis-pendens, acquisition and requisition proceedings, minor's claims or any other

adverse proceedings or claims from third parties which are in any way detrimental to the interest of the PURCHASER

Whereas the SELLER hereby assures the PURCHASER that all taxes and levies on the Schedule property have been paid up to date and arrears if any, till the date of sale deed shall be duly paid by him and future taxes in respect of the Schedule property shall be paid by the PURCHASER.

Whereas the SELLER hereby declares and covenants with the PURCHASER that he shall do or cause to be done all acts, deeds and things which are legally or reasonably required to be done at the instance of the PURCHASER for morefully and perfectly assuring the right, title and interest of the PURCHASER in the schedule property herein conveyed and the PURCHASER shall bear such expenses.

Whereas the SELLER hereby indemnifies and keeps the PURCHASER or his successors-in-title fully indemnified against any loss or liability cost or claims, action or proceedings, if any should arise, at any time in future against him owing to any defect in or for want of clear and marketable title or due to any defect, violation or non-compliance of any of the declarations or covenants herein.

Whereas the PURCHASER shall be the sole and absolute owner of the schedule property with attendant rights of ownership, possession, enjoyment and shall be entitled to deal with and dispose of the Schedule property as deems fit without any interference, obstruction or hindrance from the SELLER or any one claiming under, through or in trust for him.

Whereas the SELLER has this day delivered the vacant possession of the schedule property to the PURCHASER along with all the available original title deeds and documents which are in his possession pertaining to or relating to the schedule property.

SCHEDULE OF THE PROPERTY

(Conveyed under this deed)

All the piece and parcel of immovable property ⁶ bearing No. _____

Measuring _____

Bounded by:-

On the East	:
On the West	:
On the South	:
On the North	:

Market value of the property conveyed under this deed is Rs. _____
(Rupees _____ only).

The Stamp duty is paid on the market value as computed above.

IN WITNESS WHEREOF the parties herein have affixed their respective
signatures to this deed at _____ on this _____ day of
_____ year in presence of the witness:

WITNESSES:

1. SELLER

2. PURCHASER

[¹ if the seller is represented by his agent such as guardian or general power of attorney holder or special power of attorney holder, then his full name, occupation, age, address and capacity under which he represents the SELLER shall be entered]

[² if the purchaser is represented by his agent such as guardian or general power of attorney holder or special power of attorney holder, then his full name, occupation, age, address and capacity under which he represents the purchaser shall be entered]

[³ Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished. If the land sold is an agricultural land, details of the survey number, acre, guntas, revenue assessment and boundaries of the land sold with reference to the revenue records should be furnished. If the property purchased is a Flat / Apartment details of the property on which the Flat / Apartment is constructed, flat number, floor number, name of the apartment etc., full details of the property so as to identify shall be furnished.]

[⁴ Describe whether the ownership is acquired by inheritance or by partition of joint family property or by release or by gift or by settlement or by will (bequeath) or by sale deed executed by _____ registered as document No. _____ of Book No. _____, Volume No. _____, Page No. _____ in the office of the Registrar or Sub-Registrar]

[⁵ To clear of the debt / for higher education of children / to defray medical expenses / domestic necessities]

[⁶ Full details of the property number such as Khata number, street/road with reference to the local authority records and boundaries shall be furnished. If the land sold is an agricultural land, details of the survey number, acre, guntas, revenue assessment and boundaries of the land sold with reference to the revenue records should be furnished. If the property purchased is a Flat / Apartment details of the property on which the Flat / Apartment is constructed, flat number, floor

number, name of the apartment etc., full details of the property so as to identify shall be furnished.]