

DEED OF SALE

This DEED OF SALE is made and executed on this _____ day ~~20~~¹¹ of _____ ~~111~~¹¹ Two Thousand

BETWEEN

Builder _____, Registered with registration number :
_____, having its registered office at full
address _____ (hereinafter referred to as the
"SELLER").

hereinafter called the "SELLER" (which expression shall mean and include his legal heirs, successors,
successors-in-interest, executors, administrators, legal representatives and assigns) of the ONE
PART.

AND

hereinafter called the "PURCHASER" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the OTHER PART.

The SELLER and the PURCHASER are hereinafter referred collectively as parties and individually as party.

WHEREAS the SELLER herein is the sole and absolute owner of immovable property being Flat / Apartment No. _____ on the _____ Floor of the building known as _____ situated at _____ and bearing Corporation No. _____, _____ Road, Division No. _____, with a supe built-up area of _____ sq.ft. together with _____ % share of undivided interest in the land equivalent to _____ sq.ft. along with common areas and facilities including car parking lot in the basement, which Flat / Apartment is morefully described in the schedule hereunder and hereinafter called the SCHEDULE PROPERTY

ANDWHEREAS the SCHEDULE PROPERTY was the self acquired property of _____, deceased father of the SELLER and he purchased the same from Sri _____, son of _____ of _____, by virtue of a Sale Deed dated _____, registered in the office of the _____, in Book 1, Volume No. _____, Pages _____ to _____, Being Number _____ for the Year _____.

ANDWHEREAS the said _____ died in-estate on _____ leaving behind his only son namely, Sri _____, the SELLER herein, as the only legal heir.

ANDWHEREAS the SELLER herein, as the only legal heirs of the deceased _____, have become the absolute owner of the SCHEDULE PROPERTY since the death of his father _____ on and he has been enjoying the same with absolute right, title and interest since then and he has clear and marketable title to the SCHEDULE PROPERTY.

ANDWHEREAS the SELLER being in need of funds to meet his personal commitments and family expenses have decided to sell the SCHEDULE PROPERTY and the PURCHASER has agreed to purchase the same.

ANDWHEREAS the SELLER agreed to sell, convey and transfer the SCHEDULE PROPERTY to the PURCHASER for a total consideration of Rs. _____ (Rupees _____) only and the PURCHASER herein agreed to purchase the same for the aforesaid consideration and to that effect the parties entered into an agreement on the _____.

NOW THIS DEED OF SALE WITNESSETH:

1. THAT in pursuance of the aforesaid agreement and in consideration of a sum of Rs. _____ (Rupees _____) only received by the SELLER in cash/cheque/bankdraft and upon receipt of the said entire consideration of Rs. _____ (Rupees _____) only (the SELLER doth hereby admit, acknowledge, acquit, release and discharge the PURCHASER from making further payment thereof) the SELLER doth hereby sell, conveys, transfers, and assigns unto and to the use of the PURCHASER the SCHEDULE PROPERTY together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the SELLER to and upon the SCHEDULE PROPERTY TO HAVE AND TO HOLD the SCHEDULE PROPERTY hereby conveyed unto the PURCHASER absolutely and forever.
2. THAT THE SELLER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:
 - i. That the SCHEDULE PROPERTY shall be quietly and peacefully entered into and held and enjoyed by the PURCHASER without any interference, interruption, or disturbance from the SELLER or any person claiming through or under him.
 - ii. That the SELLER have absolute right, title and full power to sell, convey and transfer unto the PURCHASER by way of absolute sale and that the SELLER have not done anything or knowingly suffered anything whereby their right and power to sell and convey the SCHEDULE PROPERTY to the PURCHASER is diminished.
 - iii. That the property is not subjected to any encumbrances, mortgages, charges, lien, attachments, claim, demand, acquisition proceedings by Government or any kind whatsoever and should thereby and the SELLER shall discharge the same from and out of his own fund and keep the PURCHASER indemnified.
 - iv. That the SELLER hereby declares with the PURCHASER that the SELLER have paid all the taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the SCHEDULE PROPERTY up to the date of execution of this sale deed and the PURCHASER shall bear and pay the same hereafter. If any arrears are found due for the earlier period, the same shall be discharged/borne by the SELLER.
 - v. That the SELLER have handed over the vacant possession of the SCHEDULE PROPERTY to the PURCHASER on _____ and delivered the connected original title document in respect of

SCHEDULE OF PROPERTY

"Flat / Apartment No._____ on the _____Floor of the building known as _____situated at _____and bearing Corporation No._____, _____Road, Division No._____, with a super built-up area of _____ sq.ft. together with _____% share of undivided interest in the land equivalent to _____ sq.ft. along with common areas and facilities including car parking lot in the basement, butted and bounded by:"

On the North :

On the South :

On the East :

On the West :

IN WITNESS WHEREOF the SELLER and the PURCHASER have set their signatures on the day month and year first above written.

SELLER _____

PURCHASER _____

WITNESSES:

1.

2.