**SALE DEED**

This sale-deed is made and executed at (Name of the place where execution is made) on this …………………day of ……………………….

BETWEEN

1.……………………,Son/Daughter/Wife of……………..……...,gender………….… aged about …………… years and by profession …………………………………… and permanent resident of………………………………………., P.O …………………………………, P.S ………………………., District ……………………………….., PIN ……………………….. and at present ………………………………, [for and on his/her behalf the attorney holder / representative / nominee / guardian / ward ( as the case may be) (with all additions), by virtue of the Power of Attorney Document No………….. of the year ……………./ Order or Permission No. ……………….. Date …………………. (as the case may be)] / [Name of the Government / Organisation / Institution / Company / Firm / Trust / Society (as the case may be) with place of its headquarters and for and on its behalf the / its …………………………. (Designation of the post held), …………………………………… (Name of the person holding the post or having the designation with all additions)], hereinafter called the Vendor(s) of the one part. PAN / TAN No. …………..

AND

2…………………………….,Son/Daughter/Wife of ……………………,gender………. aged about …………….. years and by profession …………………………. And permanent resident of ………………………., P.O …………………......., P.S …………………….., District …………………………, Pin …………………… and at present …………………………………….., [for and on his/her behalf the attorney holder / representative / nominee / guardian / ward ( as the case may be) (with all additions), by virtue of the Power of Attorney Document No………….. of the year ……………./ Order or Permission No. ……………….. Date …………………. (as the case may be)] / [Name of the Government / Organisation / Institution / Company / Firm / Trust / Society (as the case may be) with its headquarters at..........................(place) and for and on its behalf the / its …………………………. (Designation of the post held), …………………………………… (Name of the person holding the post or having the designation with all additions)], hereinafter called the Vendee(s) of the other part. PAN / TAN No. …………..

The expression vendor and vendee shall mean and include the parties, their respective heirs in succession, successors or nominees, executors, administrators, legal representatives and assignees(as the case may be) of their respective parts.

Whereas the vendor(s) is (are) the absolute owner(s) and in possession [or otherwise entitled to physical and legal possession] of the property situated in village / town / NAC / city / municipality / municipal corporation (as the case may be) measuring an area of ………………… (hereinafter referred to as the **said property**) as mentioned under the schedule of property, having purchased / acquired / inherited / succeeded the said property **vide** registered ……………… Deed No………………… of …………....... in Book No…………….., Vol. No. …………, Pages ………… to …………, dated ………………………. in the office of the District Sub-Registrar / Sub-Registrar, …………………………………(Place) / partition Order No. …………………….. Dt. ………………………. /Court Order No. ………………… Dt. ……………………./ any other mode of acquisition of title over the property ………………………….. (describe in detail).

And whereas the vendor(s) for his / her / its / their bonafide needs and legal requirements of ....................(elaborate description), in his/ her/ its/ their sound disposing mind without any pressure, force, compulsion or coercion has agreed to sell [vide agreement to sell dtd.................., registered on....................... vide Document No..................] and as such transfer(s) the above said property unto the vendee for a sum of Rs...................... as consideration money for which the vendee after scrutinizing the status of the land and also having been satisfied regarding the ownership of the vendor and as to the fact that the said land is free from any encumbrances, has/have agreed to purchase the same against the below mentioned consideration.

**NOW THIS DEED WITNESSETH AS UNDER**

1. That the vendee(s) has/have paid to the vendor(s) a sum of Rs………………….. (Rupees …………………………………………………) only as full and final consideration for the sale of the said property, the receipt thereof is hereby acknowledged by the vendor(s) /

[That the vendee(s) shall pay to the vendor(s) a sum of Rs. …………………… (Rupees …………………………….) only in cash / cheque / DD / MT as full and final consideration for the sale of said property in front of the Registering Officer during registration]/

[That in pursuance of the agreement and in consideration of the sum of Rs……………… (Rupees …………………………………………………) only paid to the vendor(s) by the vendee(s) the receipt whereof the vendor(s) hereby acknowledge(s) in the manner following, that is to say, Rs. …………………… received as earnest money on the ……………... day of ……………………. by means of cash / cheque /DD bearing No…………………………….. on the ………………….drawn and the balance amount of Rs……………………………. received at the time of execution of these present, or to be received before the Registering Officer.](as the case may be)

2. That the vendor(s) hereby sell(s), convey(s), transfer(s) and assign(s) the above said property absolutely & forever with all right, title and interest of the same, unto the vendee(s) who shall hereafter be the absolute owner(s) of the same and shall enjoy all rights of ownership of the said property.

3. That the actual physical / legal possession of the above said property has been handed over / shall be handed over after registration by the vendor(s) to the vendee(s) who shall be entitled to possess the same hereafter / thereafter.

4. That all expenses of this sale deed as stamp duty, registration fees and fees incidental to registration, etc., have been paid by the vendee(s).

5. That all taxes, charges, dues, demands, arrears, development charges, etc., and/or electric charges, outstanding bills, house tax, water charges etc., if any, in respect of the said property for the period prior to the date of execution of this sale deed shall / have to be / have been paid and borne by the vendor(s) and hereafter the same shall be paid and borne by the vendee(s).

6. That the vendor(s) hereby agree(s) and assure(s) the vendee(s) to help and assist him/ them in getting the property transferred / mutated in his / her / its/ their name(s) in the relevant records of the Tahasil or any other office and / or the vendee(s) shall have full right to get the property transferred / mutated in his / her/ its/ their own name on the basis of this sale deed even in the absence of the vendor(s).

7. That all right, easements and appurtenants thereto have also been conveyed and transferred with the said property unto the vendee(s).

8. That the vendor(s) has (have) assured the vendee(s) that the said property under sale is free from all sorts of encumbrances such as sale, mortgage, gift, transfer, decree, litigation, lease, acquisition / notification etc., and there is no defect in the title of the vendor(s). If it is proved otherwise at any time and the vendee(s) suffer(s) any loss, then the vendor(s) shall be fully liable and responsible for the same and the vendee(s) shall be entitled to recover all his/her/ its/ their losses from the vendor(s).

9. That the vendee(s) shall have full right to apply and get the water, electric and sewerage connections in respect of the said property from the concerned authorities and also to get the existing name changed in his / her/ its/ their own name from the concerned office without any written consent of the vendor(s).

10. The vendor(s) has/have delivered the previous title documents relating to the above mentioned property to the vendee(s).

11. That the vendor(s) and the vendee(s) have discharged / promised to discharge the rights and liabilities casted upon them under the provisions of section 55 of the Transfer of Property Act, 1882.

**SCHEDULE OF PROPERTY**

DESCRIPTION OF LAND:

District ………………………………, P.S ……………………….., PS No……….., Tahasil ………………………….., Tahasil No. ……………………., Mouza ……………………………, Hal Settlement (or Consolidation ) / Mutation Khata No. ………………., Plot No. ………………….., Kisam …………………………., Ac ……………………….. dec, (i.e, ……………………..Sq ft.) (out of Ac …………………. dec from its ………………….side)/ (of undivided share notionally fixed out of a total of Ac ……………………… dec.) with annual rent of Rs. …………………… which is shown in ……………… colour in the attached sketch map, (sub plot No…………………) and bounded by North: …………………………….., South: ………………………….., East:………………………………. and west:……………………………….

[DESCRIPTION OF HOUSE : Holding No…………………, .............. storeyed building with an area of ……………………. Sq ft. with ………………………. (description) as detailed in Declaration Form A]

[DESCRIPTION OF FLAT: Flat No………………….., floor ……………., Super built-up area of ……………………… Sq ft with ………………………(description). Ready built Flat in …………………………… (Name of Apartment) marked in lay out drawing annexed to the sale deed bounded by North: ……………………, South: ……………………., East: …………………… and West: …………………………..]

**DECLARATIONS**

1. That it is to declare that both vendor(s) and vendee(s) do not belong to scheduled caste or scheduled tribe community / [both vendor(s) and vendee(s) belong to scheduled cast (or scheduled Tribe) community] / [vendor is a scheduled caste (or scheduled tribe) and the transfer of said property is effected by virtue of the Sub-Collector permission vide Order No. ………………………. Dt……………………. communicated through Memo No………………….. Date …………….] / [Vendor(s) does(do) not belong to Scheduled Caste or Scheduled tribe community and the vendee(s) belong(s) to Schedule Caste (or Scheduled Tribe) community].

2. The said property is not a lease hold land acquired within ten years from the Government.

3. The said property is not an endowment property under section 19-A of the OHRE Act, 1951[If yes, mention about necessary permission or NOC as the case may be]

4. The said property is not a Bhoodan or Wakf property

5. The said property does not belong to the state Government or any local Authority

6. The said property is not a property of Lord Jagannath.

7. The said property is not encumbered in any way or by any means or in any manner.

8. [The vendor(s) hereby make(s) declaration regarding setting apart or creation of an easement right of a common passage or private road by the vendor(s) towards ……………………… side of the said property marked in ………..colour to be used by the present vendee(s) along with other vendee(s) (and the vendor(s) himself/ themselves)]

9. The photographs, thumb impressions and signatures of both the vendor(s) and vendee(s) have been affixed on this sale deed along with the Declaration Form A/ (Declaration form B) (and the sketch map of the said property)/ (and lay out drawing of the flat unit).

10 That the vendor(s) hereby declare(s) that he/she/if/they will be held entirely responsible to be prosecuted both civilly and criminally for any mis-representation, suppression and distortion of facts with regard to ownership including that of right, title and interest as well as possession and that of valuation/ consideration.

11. [The vendor(s)- attorney/vendee(s)-attorney present hereby declare that the principal(s) is (are) continue(s) to survive and that the G.P.A / P.A(s) has (have) not been cancelled]

12. [Any other declaration as required to be made in the context of the present sale deed]

The transaction is an absolute sale and the parties have fully understood the nature, content and purport of the transaction as well as the recitals spelt out in the covenants of the deed.

In witness whereof, the vendor(s) and vendee(s) here-on-to have set and subscribed their hands (and seal) on the date first above written in presence of the witnesses named below.

Witnesses:

1. (signature in full) Signature of Vendor(s)

Name, Name of Father / Husband

Complete Address with Police Station,

Profession and Apparent Age

Signature of the Vendee(s)

2. (signature in full)

Name, Name of Father / Husband

Complete Address with Police Station,

Profession and Apparent Age

Details of Scriber

1. Scribed by vendor
2. Name and complete Address of the deed writer with licence No.
3. Name and complete Address of the Advocate with licence No.

**N.B:-[Fill up only which is applicable and strike off that which is/are not applicable]**