

Sale Deed

(DETAILS FOR THE SUB - REGISTRAR OFFICE)

Consideration : Rs. _____

Market value as per Circle Rate : Rs. _____

Stamp Duty : Rs. _____
(Including stamp duty of
Consenting Party)

E-stamp Certificate No. :

Main Location : The Land / Property hereby
sold is situated at _____, and within 51 meter to 350
Meter from _____

Circle Rate:- Base rate Rs. _____ per Sq. Meter + 5%
Rs. _____ on account of road width= Total Rs. _____
per Sq. Meter

Approach Road:- _____ Feet wide Road or _____ Meter
wide (i.e. between 5 meter to 12 Meter as per circle rate
description)

Nature of Land:- Residential

Schedule of Land: All that Part of property / land bearing
Municipal No. _____ Uttarakhand, comprising of
_____ Sq. Meter of Land area.

Name of the Seller : Mr. _____ S/o Late
_____ Uttarakhand

(PAN:- _____)

Name of the Purchaser : _____ S/o
_____ R/o _____

(PAN: _____)

Drafted by : _____

Sale Deed

THIS DEED OF SALE is made on this __th day of _____ 20____
by

Mr. _____ S/o _____ R/o _____
_____ (hereinafter called "Seller") of the one part;

....Seller

IN FAVOUR OF

Mr. _____ S/o _____ R/o _____
(hereinafter called "Purchaser") of the other part;

.....Purchaser

WHEREAS the Seller and the Consenting Party were the joint owners in possession of the Land / Property mentioned in schedule of the Deed along with other land. The name of the Seller is duly recorded in the Municipal Records as owners. That the property mentioned in schedule of the deed is in exclusive share and possession of the Seller.

AND WHEREAS the Seller has subsisting and marketable title to the Land mentioned in schedule of the deed. The Land mentioned in schedule of the deed is free from all encumbrances, attachments and liens. There is no litigation pending in any Court of law against the Seller. The Land is not mortgaged with any financial institution (s) or bank. The Seller has full right to transfer / sale / alienates the Land mentioned in schedule of the Deed.

AND WHEREAS the Seller has agreed to sell and the Purchaser has agreed to purchase the Land mentioned in the Schedule of the deed for a total said consideration of **Rs. _____ (Rupees _____)** free from all encumbrances, charges, liens and attachments, etc.

NOW THIS DEED WITNESSTH AS UNDER :

[1] That I, **Mr.** _____ S/o Late _____ R/o _____, the aforesaid Seller, do hereby sell, convey, transfer and assign the Land mentioned in Schedule of the Deed in favour of Purchaser _____ S/o _____ R/o _____ for a total consideration of **Rs. _____ (Rupees _____)** which has been paid by the purchaser to the Seller in the following manner:

- (a) Rs. _____/- (Rs. _____ Only) vide
Cheque No. _____ dated _____ drawn
_____ Bank, Dehradun
- (b) Rs. _____/- (Rs. _____ Only) vide
Cheque No. _____ dated _____ drawn
_____ Bank, Dehradun

In receipt and acknowledgement of total sale-consideration of **Rs. _____ (Rupees _____)**, the Seller doth hereby conveys, sells, assigns and transfers all that land / property which is mentioned in schedule of the deed and every part thereof unto and to the use of the Purchaser, absolutely and forever alongwith all rights, titles, claims, easements, appurtenances, rights of paths and passages and TO HAVE AND TO HOLD the same without any let or hindrances from the Seller.

[2] The Seller hereby covenant with the Purchaser as follows:

- (a) That the Land / Property hereby sold is free from all encumbrances, charges, liens, demands, mortgages, court or other attachments etc. The Seller has delivered the actual vacant physical possession of the Land mentioned in schedule of the deed to the Purchaser on spot today.
- (b) That the Purchaser shall be fully entitled to use, hold and enjoy the said Land in any manner he may like and get his name mutated in the Municipal record as owner, at his expenses.
- (c) That all taxes, cesses, etc. upto the date of this deed shall be paid by the Seller and thereafter the same shall be paid by the Purchaser.
- (d) That the Seller at the cost of the Purchaser shall do and execute all such acts, deeds and things as may be further required, if any, for completing and more perfectly assuring the title of the said land and keeping the Purchaser in ownership thereof.
- (e) That in case the property hereby sold or any part thereof is lost or goes out of the hand of the Purchaser on account of any defect in the title of the Seller or his right to transfer the same, or due to any charge, lien, mortgage or attachment then the Seller shall fully reimburse the Purchaser up to the extent of consideration amount.

- (f) That the Seller has transferred all his rights in the land / property including all easementary rights attached with the Land / property.
- (h) That the original documents pertaining to the Land / Property mentioned in schedule of the deed has been handed over by the Seller to the Purchaser.
- [3]** That the Seller and Purchaser does not belong to Schedule Caste or Schedule Tribe.
- [4]** That there is no prior registered agreement between the parties.
- [5]** That the Property hereby sold is situated at _____, and within 51 meter to 350 Meter from _____. The circle rate of the land Rs. _____ (Rs. _____ as base value +5% Rs. _____ extra on account of road width) per Sq. Meter. The Land / Property consists of _____ Sq. Mt. of land area. The value of the Land / Property comes to Rs. _____ (Rs. Nine _____). The Land / property mentioned in schedule of the deed is being sold for a total consideration of Rs. _____. The stamp duty at the rate of 5% amounting to Rs. _____ is paid according to law. The stamp duty and registration charges have been borne by the Purchaser.
- [6]** That the Property mentioned in schedule of the deed is situated within the Limits of Nagar Nigam Dehra Dun, and there is no prohibition on sale under the provisions of (The U.P. Zamindari Abolition and Property Reforms Act, 1950)

(Adaptation and Modification Order-2001) (Amendment Act 2003) [Uttaranchal Act No. 29 of 2003] (Uttaranchal Act No. 12 of 2006 and Uttarakhand Ordinance No. 1 of 2007).

[7] That provided always and it is hereby agreed that whenever such an interpretation would be requisite to give the fullest possible scope and effect to any contract or covenant therein contained, the expressions the '**Seller**', and the '**Purchaser**' herein used, shall include their respective heirs, legal representatives, successors in interest, administrator and assignees etc.

SCHEDULE OF THE LAND / PROPERTY

All that Part of property / land bearing Municipal No. _____ comprising of _____ of Land area, as shown in the plan annexed hereto, marked with '**Red Lines**' with alphabets '**A**', '**B**', '**C**', '**D**' and '**A**', butted and bounded as under :-

East : Land of _____, side measuring _____
West: Land of _____ side measuring _____
North: _____ feet wide _____ Road, side measuring _____
South : Land of Seller being sold to purchaser, side measuring _____

Compliance of Section 32A of the Registration Act 1908

Name of Seller:- Mr. _____

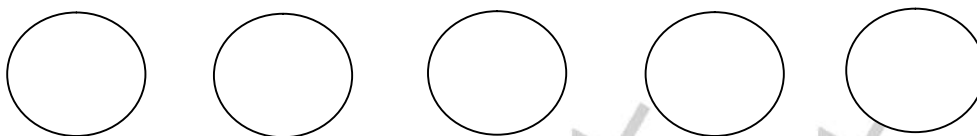
Left Hand Finger's Impression :-

Thumb Index Finger Middle Finger Ring Finger Little Finger

○ ○ ○ ○ ○

Right Hand Finger's Impression :-

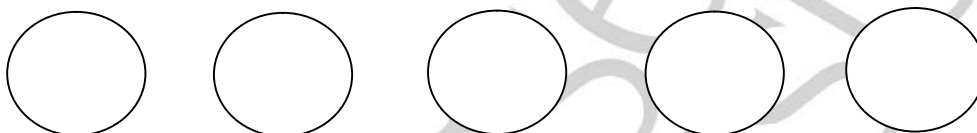
Thumb Index Finger Middle Finger Ring Finger Little Finger



Name of Purchaser:- Mr. _____

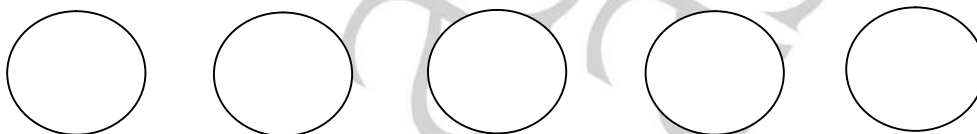
Left Hand Finger's Impression :-

Thumb Index Finger Middle Finger Ring Finger Little Finger



Right Hand Finger's Impression :-

Thumb Index Finger Middle Finger Ring Finger Little Finger



IN WITNESSES WHEREOF the Seller and the Purchaser have signed this indenture on the day, month and year first above written in the presence of the witnesses.

.....
[Mr. _____]
Seller

.....
[Mr. _____]
Purchaser

Witnesses :-

1. _____
S/o _____
Dehra Dun, Uttarakhand

2. _____
S/o _____
Dehra Dun, Uttarakhand

(DL. No. _____)

(DL. No. _____)

Drafted and computerized in my chamber on the basis of documents produced before me, and each of the parties have attested their respective photographs.

asset
asset

