

:: SALE DEED FOR Rs. \_\_\_\_\_/- ::  
=====

E-STAMPING CERTIFICATE No.       :  
CERTIFICATE ISSUED DATE         :  
PROPERTY DESCRIPTION            :  
PLINTH/COVERED AREA            :  
CATEGORY OF FLAT                 :

STAMP DUTY PAID UNDER ARTICLE 23  
OF THE INDIAN STAMP ACT @ 2% ON  
AMOUNT OF Rs. \_\_\_\_\_                 Rs.

CORPN. TAX. PAID UNDER SECTION 147  
OF THE DELHI MUNICIPAL CORPORATION  
@ 2% OF Rs. \_\_\_\_\_                 Rs.

TOTAL NON JUDICIAL STAMP PAPER :         =====         Rs.  
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THIS SALE DEED is made and executed at Delhi on this \_\_\_\_\_ BY :-  
\_\_\_\_\_  
\_\_\_\_\_ **HEREINAFTER CALLED THE VENDOR,**  
which expression shall mean and include his heirs, successors, executors, administrators,  
legal representatives, nominees and assignees of the one part:

:: IN FAVOUR OF ::  
=====

\_\_\_\_\_  
\_\_\_\_\_ **HEREINAFTER CALLED THE VENDEE,** which expression shall mean and includes  
his heirs, successors, executors, administrators, legal representatives, nominees and  
assignees of the other part.

**WHEREAS THE VENDOR** is the Absolute Owner and in possession of FREEHOLD BUILT-UP FLAT BEARING No.\_\_\_\_\_ ON \_\_\_\_\_ FLOOR, COMPRISING OF \_\_\_\_\_ BEDROOMS, ONE DRAWING CUM DINING ROOM, ONE KITCHEN, TOILETS/BATHROOMS & BALCONIES, HAVING ITS PLINTH/COVERED AREA MEASURING \_\_\_\_ SQ.MTRS.(\_\_\_\_\_ STORIED FLAT), SITUATED IN THE LAYOUT PLAN OF \_\_\_\_\_ CO-OPERATIVE GROUP HOUSING SOCIETY LTD., BUILT ON PLOT No.\_\_\_\_ KNOWN AS \_\_\_\_\_ APARTMENTS, \_\_\_\_\_ DELHI-110092, (hereinafter called the flat under sale).

**AND WHEREAS** the said VENDOR became the Absolute Owner of the said flat by virtue of Conveyance Deed executed on \_\_\_\_\_, duly Registered as Document No.\_\_\_\_\_, in addl. Book No.I (one), Volume No.\_\_\_\_\_, on pages \_\_\_\_\_, dated \_\_\_\_\_, in the office of S.R.-\_\_\_\_, Delhi/New Delhi, executed by the President of India through Delhi Development Authority.

**AND WHEREAS** on the strength of the said document the VENDOR has got full right, power, absolute authority and is fully competent to sell or dispose off the above mentioned flat (either in part or in whole) to anyone in any manner as he may like and the same is free from all sorts of encumbrances.

**AND WHEREAS** the VENDOR has agreed to sell the above said flat to the VENDEE for a sum of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_) and the VENDEE has also agreed to purchase the same. **AND WHEREAS** the VENDOR with his/her free will, sound mind, good health and without any pressure of any one, hereby sells, conveys, transfers, alienate and assign the above said flat with all his/her rights, titles and interest whatsoever unto the VENDEE, who shall hereafter the registration of this Sale Deed will become the sole and absolute owner of the said flat and shall enjoy all rights of possession, ownership etc. for ever whatsoever without any claim or lien or hindrance from the VENDOR or from any legal heirs of the VENDOR.

**AND WHEREAS** on the basis and strength of the facts and document aforesaid the vendor has represented that he is the sole, absolute, exclusive and rightful owner and in possession of above Flat alongwith the free hold land underneath and all fittings and fixtures and the vendor has got full power, absolute authority and unrestricted right and is fully competent to sell or dispose off the above mentioned Flat (either part or in whole) to anyone in any manner as he may like and the same is free from all sorts of encumbrances and there is no legal defect in the title of the vendor.

**AND WHEREAS** the VENDOR hereby further assures, represents and covenant with the VENDEE as follows:-

- a. That the aforesaid Flat is free from all sorts of encumbrances whatsoever or howsoever or wheresoever.
- b. That there is no attachment by the Income Tax Authority or any other Authorities under any law for the time being in force or by any other authority nor any notice of acquisition or requisition has been received in respect of the aforesaid Flat.
- c. That the aforesaid Flat is not the Flat of H.U.F. and that the children/family members of the VENDOR and no body else has any right, title, interest, share, claim or demand whatsoever or howsoever in the aforesaid Flat.
- d. That there is no legal impediment or bar whereby the VENDOR can be prevented from selling, transferring, alienating and vesting the absolute title and ownership in the aforesaid Flat in favour of the VENDEE.
- e. That there is no subsisting agreement for sale, except the present sale deed entered between the VENDOR and the VENDEE in respect of the aforesaid Flat and the same has not been transferred in any manner whatsoever in favour of any other person or persons and the VENDOR has a good marketable title.f. That there is no notice of default or breach on the part of the VENDOR or his predecessors in respect of any provisions of law in respect of the aforesaid Flat

**.NOW THIS SALE DEED WITNESSETH AS UNDER:-**

1.THAT the Vendor has received the entire sale consideration amount of Rs. \_\_\_\_\_ from the VENDEE. The details of payment are mentioned below :-

NOW NOTHING remains due upon the said VENDEE towards the sale price of the above mentioned flat under sale.

2. That in consideration of above amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) the VENDOR hereby convey, transfers, sells and assigns all his rights, titles and interests whatsoever in the above said flat under sale in favour of the VENDEE absolutely, completely and forever.

3. THAT the VENDOR assures the VENDEE that the flat under sale is still free from all sorts of encumbrances like sale, mortgage, gift, lien, decree, burden, charge, security, surety, dispute, complications attachment, notices, wills, legal flaws and there is no other legal defect in the title of the VENDOR regarding ownership and he is fully empowered and competent to sell or transfer the said flat under sale to the VENDEE by way of this SALE DEED. Moreover, if it is proved false and/or if the VENDEE is deprived of the said flat at any time, in future after execution of this SALE DEED in full or in part thereof, owing to the above reason or reasons whatsoever in respect of the said flat, the VENDOR hereby undertakes before the VENDEE that he will entirely remain liable and responsible to indemnify the VENDEE for the same in all manners by all his moveable and immoveable properties and all other assets.

4. THAT the VENDOR has delivered the peaceful physical vacant Possession of the above mentioned flat under sale alongwith all its rights of ownership and also delivered all the previous documents of the above said flat to the VENDEE at the time of execution and registration of this SALE DEED.

5. THAT the VENDEE can get the aforesaid flat under sale mutated in his own name in the record of M.C.D. and/or any other concerned authority by presenting this SALE DEED or its true copy.

6. That the aforesaid flat under sale is neither acquired nor any acquisition proceedings have been initiated under the LAND ACQUISITION ACT, therefore there is no bar or any legal complication for the transfer of the said flat by the VENDOR unto the VENDEE by way of this present SALE DEED.

7. THAT from the date of execution of this SALE DEED the VENDEE becomes the sole and absolute owner of the above mentioned flat under sale and he shall be at full liberty to use, enjoy and utilise the said flat under sale and also have right, power, absolute authority and be fully competent to sell or dispose off the same to anyone in any manner as he may like.

8. THAT after the execution of this SALE DEED neither the VENDOR nor his legal heirs, may raise any objection or create any charge or demand any share in the above mentioned flat under sale here-after.

9. THAT all the expenses of this SALE DEED such as stamp papers, registration fee, writing charges etc. have been paid by the VENDEE.

10. THAT the VENDOR shall be liable and responsible for all the dues/arrears regarding House Tax, Water and Electricity charges pertaining to the above mentioned flat under sale till the date of execution of this SALE DEED and in future the VENDEE will pay all taxes, dues, instalments, house tax and other charges of the above mentioned flat under sale to the authority concerned.

11. THAT the VENDEE can get the fresh and/or change the existing electricity and water connection in the said flat under sale from the BSES Yamuna Power Ltd., D.J.B. and/or any other concerned authority by presenting this SALE DEED or its true copy.

12. THAT the market value of the said flat is \_\_\_\_\_

13. THAT the VENDOR and the VENDEE are the citizens of REPUBLIC OF INDIA

IN WITNESS WHEREOF, the VENDOR and the VENDEE have signed this SALE DEED after understanding the contents which have been explained to each of them in vernacular which they admitted as true and correct, on the date, month and year written hereinabove, in the presence of the following witnesses.

**WITNESSES:-**

1.

**VENDOR**

2.

**VENDEE**

**RECEIPT**

I, \_\_\_\_\_, have received a sum of Rs. \_\_\_\_\_/-  
(Rupees \_\_\_\_\_) from \_\_\_\_\_  
against full and final payment of Freehold \_\_\_\_\_  
\_\_\_\_\_.

**Detail of Payment:-**

IN WITNESSES WHEREOF I, the executant have signed this Receipt on this \_\_\_\_\_  
day of \_\_\_\_\_, 2009 at Delhi.

**WITNESSES :**

1.

**EXECUTANT**

2.

**POSSESSION LETTER**

I, \_\_\_\_\_, do hereby confirm to have delivered the vacant and on the spot possession of \_\_\_\_\_, to \_\_\_\_\_, in pursuance of Sale Deed, dated \_\_\_\_\_ entered into by me. I/EXECUTANT further declare that I have taken the entire consideration amount in full and final settlement of amount/accounts, from the above purchaser and he/she has become the absolute owner of the said flat and now he/she is free to use the said flat in any manner whatsoever he/she likes.

**WITNESSES :**

1.

**EXECUTANT**

2.

**AFFIRMATION**

Received the vacant physical possession, complete in all respects of the above said flat.

**WITNESSES**

1.

**PURCHASER**

2.