

Since drafting of sale deed requires abundant caution and presence of mind with sufficient knowledge of property and other allied laws, it would be better if service of deed writer is utilised to avoid unexpected and uncalled for litigations which may arise in a poorly drafted sale deed.

Note: - This is a model draft and may be customised according to individual requirement.

SALE DEED

This **DEED OF ABSOLUTE SALE** executed at _____ on this the _____ day of _____
 2015 by **Smti/Shri.** **S/o W/o D/o**
 residing at _____

hereinafter called the **VENDOR** of the one part which expression shall include his executors, administrators, legal representatives, successors etc.

TO AND IN FAVOUR OF

Shri/Smti _____ **S/o W/o D/o** _____ **residing**
at _____

hereinafter called the **VENDEE** of the Other Part which expression wherever the context so requires shall mean and include his heirs, executors, administrators, legal representatives, successors etc.

WHEREAS the **VENDOR** herein has been in exclusive possession and enjoyment of the property more fully described in the **Schedule of property** hereunder with a constructed house thereon, which was constructed by him with his self-earned funds, till date.

WHEREAS the **VENDOR** is the exclusive owner of the property more fully described in the **schedule** hereunder and he has absolute right to dispose of the same as in the manner he wishes;

AND WHEREAS the **VENDOR** is in need of funds in order to meet his personal commitments and family expenses and has decided to sell the property more fully described in the **Schedule of consideration** hereunder for a sum of Rs _____ /- (Rupees _____ only) and the **VENDEE** herein has also agreed to purchase the same for the said price and to the effect they entered into an agreement to sell dated _____ .

NOW THIS DEED OF SALE WITNESSETH

THAT in pursuance of the aforesaid agreement and in consideration of a sum of **Rs. (Rupees only)** received by the **VENDOR** in cash and the receipt of the said entire consideration of **Rs. (Rupees only)**, the **VENDOR** doth hereby admit, acknowledge, acquit, release and discharge the **VENDOR** from making further payment thereof and the **VENDOR** doth hereby sell, convey, transfer, and assigns unto and to the use of the **VENDEE**, the property more fully described in the **Schedule** hereunder together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the **VENDOR** to and upon the said property **TO HAVE AND TO HOLD** the said property hereby conveyed unto the **VENDEE** absolutely and forever.

THE **VENDOR** DOTH HEREBY COVENANT WITH THE **VENDEE** AS FOLLOWS:

1. **That** the property more fully described in the **Schedule** hereunder shall be quietly and peacefully entered into and held and enjoyed by the **VENDEE** without any interference, interruption, or disturbance from the **VENDOR** or any person claiming through or under him.
2. **That** the **VENDOR** has absolute right, title and full power to sell, convey and transfer unto the **VENDEE** by way of absolute sale and that the **VENDOR** has not done anything or knowingly suffered anything whereby his right and power to sell and convey to the **VENDEE** the property hereby conveyed.
3. **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 **VENDOR** shall discharge the same from and out of his own funds and keep the **VENDEE** indemnified.
4. **That** the **VENDOR** hereby declares with the **VENDEE** that the **VENDOR** has paid all the taxes, rates and other outgoings due to Local bodies, revenue, urban and other authorities in respect of the property more fully described in the **Schedule** hereunder up to the date of execution of this sale deed and the **VENDEE** shall bear and pay the same hereafter. If any arrears are found due to the earlier period, the same shall be discharged by the **VENDOR**
5. **That** the **VENDOR** has handed over the vacant possession of the property more fully described in the **Schedule** hereunder to the **VENDEE** on and delivered the connected original title document in respect of the schedule mentioned property hereby conveyed on the date of execution of these presents.

6. **That** the **VENDOR** will at all times and at the cost of the **VENDEE** execute, register or cause to be done, all such acts and deeds for perfecting the title to the **VENDEE** in the property hereby sold and conveyed herein.

7. **That** all expenses of this sale deed such as stamp duty, execution and registration fee, etc, has been paid by the **Vendee**.

8. **That** the **VENDOR** do hereby covenants and assures that the **VENDEE** is entitled to have mutation of his name in all public records, local body and also obtain patta in the name of the **VENDEE** and undertakes to execute any deed in this respect.

SCHEDULE OF PROPERTY

LOCATION AND BOUNDARY OF PROPERTY IN DETAIL WITH MATCHING DESCRIPTION OF NORTH, SOUTH, EAST AND WEST AS IN SKETCH MAP/REVENUE RECORD.....

SCHEDULE OF CONSIDERATION

THE MARKET VALUE OF THE PROPERTY IS RS.....

MODE OF PAYMENT IN DETAIL.....

IN WITNESS WHEREOF, the parties have signed and affixed their signatures thump mark on this Sale Deed after understanding the contents

of the same on the day, month and year first above written in the presence of the following witnesses:

WITNESSES: -

1. (Name, father's name, address)

VENDOR

2. (Name, father's name, address)

VENDEE

IMPORTANT INGREDIENTS OF A SALE DEED

- **Name of the deed:** It is the parties who have to decide that which deed has to be prepared e.g. DEED OF SALE or DEED OF MORTGAGE or DEED OF LEASE etc. and based on which there will be transfer of ownership of immovable property. Since this Sale deed, parties may use DEED OF SALE (OR) SALE DEED.
- **Parties to sale deed:** An absolute sale deed must contain the names, and respective addresses of parties to the transaction and both the parties i.e. seller and buyer must be competent to enter into a contract so that it will not affect the validity of the valid sale. It is very much important that the sale deed is duly signed and executed by both the parties with their bona-fide intention. A valid sale deed must start with clear description of the parties.
- **Description of the property sold:** A valid sale deed must contain full description of the property which is the subject matter of sale. It must include identification number, total plot area, construction details as well as its location with its surrounding areas. A schedule of the property must be included in the sale deed which will define the exact location where the property is actually situated.
- **Sale consideration clause:** A sale deed must include the clause stating the sale consideration/amount as agreed between the seller and the buyer which has to be paid by the buyer to the seller on the execution of sale deed. A sale amount should be clearly stated in sale deed as agreed in the agreement to sell so that there should not be any onus on the parties to the transaction.
- **Advance payment, if any:** If there is any transaction of token amount paid by the buyer to the seller then it has to be clearly mentioned in the sale deed, and how much is the remaining balance to be paid on the execution of the sale deed.
- **Mode of payment:** It is always the buyer who has to decide that how he is going to pay the sale consideration amount whether by Cash /Cheque/ Demand Draft and the same has to be agreed by the seller.
- **Passing of the title:** A sale deed should contain the clause when the original title of the property to be passed to the vendee. A time limit should be given to the seller for the transfer of the title. Once the title of the immovable property is transferred, all the rights will pass to the vendee.
- **Delivery of the possession:** The possession of the immovable property will be transferred to the vendee by the vendor once the registration process is completed. A clause in the sale deed must state when there will be actual delivery of the possession.
- **Indemnity provision if any:** A seller must clear all the statutory charges i.e. property tax, electricity charges, water bills, cess, society charges, maintenance charges and all other charges relating to the property before the execution of the sale deed. In case there is any encumbrance on the

property, the seller needs to repay the loan amount and get the property papers cleared of the encumbrance. It is the duty of the buyer to verify the encumbrance status.

- **Execution:** Once the Sale Deed is prepared all the parties to the deed shall execute it by affixing their thumb impression or full signature. Each page should be signed by the seller and buyer. Any erasure, alteration, addition or deletion is to be authenticated by full signature of the parties. Execution of the sale deed requires to be witnessed by two witnesses. The witnesses shall give their full particulars and addresses.
- **Registration According to Section:** 17 of "The Registration Act, 1908", the registration of a tangible immovable property is compulsory if the value of the respective property exceeds rupees 100/- and it is the registration of the property which makes the sale valid. For getting the registration done both the parties must be present in person or through their duly authorised agent(s) before the jurisdictional sub-registrar office with the original documents within four months from the date of execution. A stamp duty has to be paid by the vendee to the sub-registrar for getting the registration done. A certified copy of the registration document to be obtained for the future reference.
- **Testatum:** Once all the terms and conditions have been settled between both the parties, a sale deed is prepared. The executed sale deed should be witnessed by at least two witnesses one from seller side and one from buyer side, giving their full names, addresses and signatures.
- **Original documents:** Once the property gets registered under the registration act all the original documents of the sold property to be hand over by the seller to the vendee. All the statutory rights along with ownership, possession, title, interest will get vested in favour of the vendee.
- **Default clause:** An agreement for sale of immovable property should include the clause stating if there is any default by the vendor or the vendee then the party who rescinds the contract need to pay damages to the other party for the breach of contract so that it will not affect to the execution of the sale deed.