

**DEED OF SALE**

THIS DEED OF SALE is made at Daman and executed on this \_\_\_\_ day of month of \_\_\_\_\_ in the Christian Year Two Thousand and Sixteen (        /        / 2016), BETWEEN \_\_\_\_\_ S/o./ D/o. W/o. \_\_\_\_\_, marital Status \_\_\_\_\_ Aged about \_\_\_\_\_ years, Occupation: \_\_\_\_\_ Resident of \_\_\_\_\_ Represented by his / her Authorized Power of Attorney Holder, Authorized Signatory, if minor then represented by Father/    Mother/    Guardian \_\_\_\_\_ S/o.,    D/o.    W/o. \_\_\_\_\_, Aged about \_\_\_\_\_ years, Occupation: \_\_\_\_\_ Residing at \_\_\_\_\_ Represented through General / Special Power if Attorney dated \_\_\_\_\_ Registered as Document Serial Number \_\_\_\_\_ of Year \_\_\_\_\_ Book I/ IV of RO/ SRO \_\_\_\_\_, hereinafter referred to as

“ **THE VENDOR**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, survivor or survivors, successors, legal representatives, executors, administrators and assigns) of THE ONE PART; And,

**AND** \_\_\_\_\_ S/o, D/o. W/o. \_\_\_\_\_,

Aged about \_\_\_\_\_ years, Occupation: \_\_\_\_\_ Residing at \_\_\_\_\_ Represented through General / Special Power if Attorney dated \_\_\_\_\_ Registered as Document Serial Number \_\_\_\_\_ of Year \_\_\_\_\_ Book I/ IV of RO/ SRO \_\_\_\_\_, hereinafter referred to as “ **THE PURCHASER** ” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, survivor or survivors, successors, legal representatives, executors, administrators and assigns) of THE SECOND PART.

THE                    HISTORY                    OF                    THE                    PROPERTY                    /  
OWNERS.....  
.....  
.....

WHEREAS the Vendors is/are the sole and absolute owners of the Land/Plot / Survey bearing No. \_\_\_\_\_, situated at \_\_\_\_\_ (vill) \_\_\_\_\_ District, Which was inherited/ having acquired through a Sale/ Gift/ Gift Settlement/ Partition/ Will deed registered as Document No. \_\_\_\_\_ of S.R.O. \_\_\_\_\_ copied in Volume No. \_\_\_\_\_ at Page \_\_\_\_\_.

WHEREAS the Vendor has offered to sell the above said Land/plot as described in schedule hereunder, which is Free from encumbrances for a total consideration of Rs. \_\_\_\_\_ and the Purchaser has agreed to purchase the same for the said consideration.

WHEREAS the Vendor has received the said consideration as follows:

And whereas the Vendors for his bonafide needs and legal requirements, in his sound disposing mind without any pressure, force compulsion or coercion has agreed to sell vide agreement to sell dated....., registered on..... Vide registration no.....and transfer the above said property unto the Purchasers for a sum of Rs..... for which the Purchaser after scrutinizing the status of the land and also having satisfied regarding the title of the Vendors has agreed to purchase the same against the said consideration.

The expression Vendors & Purchasers shall mean and include the parties itself, their respective legal heirs, executors, successors, administrators, legal representatives and assigns/nominees of their respective part.

Whereas vendor is an absolute owner and in possession or otherwise entitled to physical and legal possession of the property no....., situated at ..... measuring.....

**NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS FOLLOWS:-**

1. That the Purchaser of the said agreement and in consideration or the fair market value has paid to the Vendor a sum of ₹. .... (Rupees..... only) as full and final consideration for the sale of said property, the receipt thereof is hereby acknowledged by Vendor.
2. THE VENDOR DOES HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:-
  - (a) That the Vendor hereby sells, conveys, transfer and assigns the above said property absolutely and forever with all rights, title and interest of the same, unto the Purchaser who shall hereafter be the absolute owner of the same and shall enjoy all rights of ownership of the said property.
  - (b) That the actual physical/legal possession of the above said property has been handed over by the Vendor to the Purchaser who shall be entitled to possess the same hereafter.
  - (c) That all expenses of this sale deed such as stamp duty, execution and registration fee, etc. has been paid by the Purchaser.
  - (d) That all taxes, charges, dues, demands, arrears, electricity charges, water charges, outstanding bills, house tax, development 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 be/been paid and borne by the Vendor and hereafter the same be paid and borne by the Purchaser.
  - (e) That the Vendor hereby agrees and assures the purchaser to help and assist him in getting the property transferred/mutated in the relevant records of Revenue department and any other concerned department and/or the Purchaser shall have full right to get the property transferred/mutated in his/her own name from the concerned department on the basis of this Sale Deed even in the absence of the Vendor.

- (f) That all right, easements and appurtenants thereto have also been conveyed and transferred with the said property unto the Purchaser.
- (g) That the Vendor has assured the Purchaser 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. If it is prove otherwise at any time and the Purchaser suffers any loss, then the Vendor shall be fully liable and responsible for the same and the Purchaser shall be entitled to recover all his/her losses from the Vendor.
- (h) That the Purchaser shall have full right to apply and get the water, electric and sewerage connection regarding the said property from the concerned authorities and also to get the existing name changed in his/her own name from the department concerned without any written consent of the Vendor.
- (i) That the Vendor has delivered the previous title documents relating to the above mentioned property. The Vendor hereby declares and assures to the Purchaser that the said property has not been acquired by the Govt. and there is no injunction or attachment order of any Court or Department.

## **SCHEDULE**

(OF THE FLAT/LAND PROPERTY HEREBY SOLD)

ALL THAT an immovable property being Agricultural Land / Non Agricultural Land/ Residential / Commercial..... Gala/Flat/Survey No.....bearing House No. .... admeasuring area ..... Sq. Mtrs. / Sq. Feets....., situated at Village....., within the jurisdiction of .....panchayat / Daman Municipal Council area, within the Registration of Sub District of Daman, Taluka of Daman and District or Daman, which is not described in the land Registration Office, nor found enrolled in the Taluka Revenue Office and which is bounded as under :-

On the EAST: .....

On the WEST: .....

On the NORTH: .....

On the SOUTH: .....

IN WITNESS WHEREOF, the parties have signed and affixed their signatures thumb mark on this Sale Deed after understanding the contents of the same on the day, month and year hereinabove mentioned:

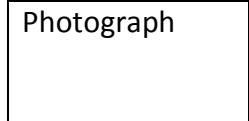
SIGNED AND DELIVERED

THE WITHINNAMED:

(1)SHRI/SMT. ....

Photograph

(2)SHRI/SMT. ....

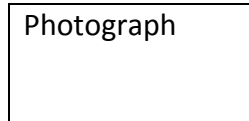


**THE VENDORS.....**

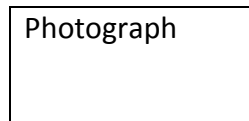
SIGNED AND DELIVERED

THE WITHINNAMED:

(1)SHRI/SMT. ....



(2)SHRI/SMT. ....



**THE PURCHASERS .....**

IN THE PRESENCE

OF WITNESSES:-

1. \_\_\_\_\_  
( SIGN, Name, father's name, address)

2. \_\_\_\_\_  
(SIGN, Name, father's name, address)

**U. T. ADMINISTRATION OF DAMAN & DIU**  
**OFFICE OF THE CIVIL REGISTRAR –CUM- SUB REGISTRAR, DAMAN.**

**LIST OF DOCUMENTS REQUIRED FOR PROPERTY REGISTRATION:**

- (1) Passport Size Original Photographs of all Parties from vendor side as well as from purchaser side and if power of attorney holder then its too (2 Nos. Each).
- (2) Identity proof of all parties from vendor side as well as from purchaser side.
- (3) Copy of PAN card / Form 60 of all parties from vendor side as well as from purchaser side and of company / organization.
- (4) Identity proof of identifying witnesses (local residence) as well as normal witnesses (local Residence).
- (5) If documents executed through its power of attorney holder than copy of registered power of attorney holder should be attached.
- (6) Copy of Sale permission order in respect of land issued by the Hon'ble Collector, Daman.
- (7) Copy of NA Sanad in respect of N. A. Land.
- (8) Copy of fresh I & XIV NAKAL.
- (9) Copy of Completion Certificate of Building in respect of constructed properties.
- (10) If Sale Deed made for a part property then copy site plan clearly showing the location / area for sale is required.