

SALE DEED

THIS DEED OF SALE made and executed at _____ on this _____ day of _____ month, _____ years by:

Sri. _____ aged about _____ years, S/o. _____ residing at _____ hereinafter called the SELLER.

IN FAVOUR OF

Sri. _____ aged about _____ years, S/o. _____ residing at _____ hereinafter called the PURCHASER.

The term SELLER and PURCHASER, unless repugnant to the context, shall mean and include their respective heirs, successors, executors, administrators, trustees, legal representatives and assigns WITNESSTH:

WHEREAS the SELLER herein is the sole and absolute owner of immovable property being Flat / Apartment No. _____ on the _____ Floor of the building known as “_____” situated at _____ and bearing Corporation No. _____, _____ Road, Division No. _____, with a super built-up area of _____ sq.ft. together with _____% share of undivided interest in the land equivalent to _____ sq.ft. along with common areas and facilities including car parking lot in the basement, which Flat / Apartment is morefully described in the schedule hereunder and hereinafter called the Schedule.

WHEREAS the SELLER of the Flat / Apartment, he having purchased the same from Sri. _____ in terms of Sale Deed dated _____ duly registered as Document No. _____ Book – I, Volume _____ at Pages _____ on date _____ at the Office of the Sub-Registrar, _____ since then the SELLER has been in possession and enjoyment of the Schedule Flat / Apartment on getting the bifurcated khata from the Corporation of the City of _____ duly transferred in his name bearing No. _____ vide Khata No. _____ dated _____ and on payment of taxes and levies thereon as sole and absolute owner thereof.

WHEREAS the SELLER herein being desirous of selling the Schedule Flat / Apartment, offered the same to the Purchaser and the Purchaser has agreed to purchase the Schedule Flat / Apartment in terms of an oral agreement for a total sale consideration of Rs. _____ (Rupees _____ only) and the

Purchaser in terms of the aforesaid oral agreement agreed to pay the entire sale consideration at the time of execution of the sale deed.

IN CONSIDERATION of the Purchaser having paid the entire sale consideration of Rs. _____ (Rupees _____ only) as aforesaid, the receipt of which has been duly acknowledged by the SELLER, who acquits the Purchaser from making any further payments towards sale consideration, the SELLER, as beneficial owner, DOES HEREBY GRANT, CONVEY, TRANSFER BY WAY OF SALE AND ASSIGN unto and in favour of the Purchaser the Schedule Flat / Apartment and every part thereof together with the right, title and interest therein, with all the benefits, advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands etc., attached to belonging to and reputed to belong to the Schedule Flat / Apartment TO HOLD, TO POSSESS AND TO ENJOY the same for ever free from all encumbrances, subject to common rights of owners of remaining shares of undivided interest in the land and the Flat / Apartments attributable thereto.

The SELLER hereby declares and covenants with the Purchaser that he is the sole and absolute owner of the Schedule Flat / Apartment and has a clear, legally valid and marketable title thereto and therefore an absolute right to sell and convey the same to the Purchaser in terms of this Deed. The SELLER further declares that he has not done any acts, deeds or things so as to curtail, restrict or prejudice his right to convey or prevent him from selling the Schedule Flat / Apartment in terms of this Deed.

WHEREAS the Purchaser having now paid the entire sale consideration as detailed below, has requested the SELLER to execute the Sale Deed in his favour and the SELLER has duly agreed thereto,

NOW THEREFORE THIS DEED OF ABSOLUTE SALE WITNESSETH AS HEREUNDER:

1. The SELLER hereby confirms that the Purchaser has paid the entire sale consideration as under:

(a) Amount paid by Cheque No. _____
Dated _____ drawn on
_____ Bank, Rs. _____

(b) Amount paid by Cheque No. _____
Dated _____ drawn on
_____ Bank, Rs. _____

Total Rs. _____

Rupees _____ Only.

The SELLER hereby further declares that the Schedule Flat / Apartment is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lis-pendens, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties which are in any way detrimental to the interest of the Purchaser.

The SELLER hereby assures the Purchaser that all taxes and levies on the Schedule Flat / Apartment have been paid up to date and arrears if any, till the date of the Sale Deed shall be duly paid by him and future taxes in respect of the Schedule Flat / Apartment shall be paid by the Purchaser.

The SELLER hereby declares and covenants with the Purchaser that he shall do or cause to be done all acts, deeds and things which are legally and reasonably required to be done at the instance of the Purchaser for morefully and perfectly assuring the right, title and interest of the Purchaser in the Schedule Flat / Apartment herein conveyed and the Purchaser shall bear such expenses.

The SELLER hereby indemnifies and shall keep the Purchaser or his successors-in-title fully indemnified against any loss or liability, cost or claims, action or proceedings, if any should arise, at any time in future against him owing to any defect in or for want of clear and marketable title or due to any default, violation or non-compliance of any of the declarations or covenants herein.

The Purchaser shall be the sole and absolute owner of the Schedule Flat / Apartment with attendant rights of ownership, possession, enjoyment and shall be entitled to deal with or dispose off the Schedule Flat / Apartment as he deems fit without any interference, obstruction or hindrance from the SELLER or anyone claiming under, through or in trust from him.

The Stamp duty, Registration charges and other incidentals have been borne by the Purchaser.

The SELLER has this day delivered the vacant possession of the Schedule Flat / Apartment to the Purchaser along with all the available original title deeds and documents which are in his possession pertaining to or relating to the Schedule Flat / Apartment.

The Purchaser shall be bound to become Member of the Association of Apartment Owner's and duly comply with the provisions of Karnataka Apartment Ownership

Act, 1972 and the rules thereunder and shall abide by the bye-laws and majority decisions of the said Association to be formed and comply with other requirements of the aforesaid Act.

SCHEDULE OF FLAT / APARTMENT
(Conveyed under this deed)

All that piece and parcel of immovable property being Flat / Apartment No._____, _____Floor of the building known as “_____”, situated at and bearing Corporation No._____, _____Road, Division No._____, with a super built up area of _____sq.ft. together with _____% share of undivided interest in the land equivalent to _____sq.ft. along with common areas and facilities attributable thereto which area includes one car parking lot in the basement and the composite property is bounded by:

On the East :
On the West :
On the North :
On the South :

Market Value property is Rs._____ (Rupees _____only)

The Stamp duty is paid on the market value as computed above.

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this Sale deed at _____on this _____ day of _____ month of _____years in the presence of the witnesses:

WITNESSES:

1.

SELLER.

2.

PURCHASER.