

Space for the e-stamp certificate

Print this first page on the e-stamp paper so the stamp certificate sits in this space, or attach the e-stamp certificate in front of this page before anyone signs.

Sale Deed

A deed by which the vendor sells immovable property in India to the purchaser for a price, under the Transfer of Property Act, 1882. Template v1.0.

This sale deed is made at the place and on the date below, by the Vendor in favour of the Purchaser, both named in section 1.

Place of execution: _____

Date of execution: _____

1. The parties

Vendor: _____

Father's or husband's name: _____

Age in years: _____

PAN: _____

Residential address of the Vendor:

Purchaser: _____

Father's or husband's name: _____

Age in years: _____

PAN: _____

Residential address of the Purchaser:

In this deed, the Vendor and the Purchaser include their heirs, legal representatives, executors, administrators and assigns, unless the context requires otherwise.

2. The Vendor's title

The Vendor is the absolute owner of the immovable property described in the Schedule to this deed (the Property) and is in possession of it.

The Vendor became the owner of the Property as follows:

The Vendor has agreed to sell the Property to the Purchaser, free from all encumbrances, for the price below, and the Purchaser has agreed to buy it.

3. Price and payment

Total sale price: _____

Sale price in words: _____

How the price was paid, with dates and references:

The Vendor acknowledges receiving the full sale price in the way stated above, and nothing more is due from the Purchaser. Income tax that the Purchaser deducted at source from the price and paid to the government on the Vendor's account, as shown above, counts as paid to the Vendor.

4. Sale

In return for the sale price, the Vendor sells, conveys and transfers the Property to the Purchaser, with all buildings and structures on it, every easement, right of way and other right attached to it, and all of the Vendor's right, title, interest and claim in it, for the Purchaser to hold as absolute owner, free from all encumbrances.

5. Possession and documents

On the date of this deed the Vendor has delivered vacant possession of the Property to the Purchaser, together with the original title documents and other papers relating to it. From that date the Purchaser may enjoy the Property and deal with it as owner.

6. The Vendor's covenants

The Vendor assures the Purchaser as follows:

- (a) The Vendor has a clear and marketable title to the Property and full right to sell it.
- (b) The Property is free from every encumbrance, mortgage, charge, lien, lease, attachment and claim, and no proceeding about it is pending before any court or authority.
- (c) The Vendor has not agreed to sell, mortgage, lease or otherwise transfer the Property to anyone else.
- (d) If the Purchaser loses the Property or any part of it, or suffers any loss, because of a defect in the Vendor's title or a claim by anyone claiming through the Vendor, the Vendor will indemnify the Purchaser and make good the loss in full.
- (e) The Vendor will sign any further document and do anything else reasonably needed to perfect the Purchaser's title.

7. Records and outgoings

The Purchaser may have the Property transferred into the Purchaser's name in the revenue, municipal, electricity, water and other records. The Vendor will sign any application or consent needed for that.

The Vendor has paid all property tax, cess, rates, charges and other outgoings on the Property for the period up to the date of this deed, and will pay any of them for that period that is demanded later. The Purchaser pays them for the period after that date.

8. Stamp duty

Market value of the Property for stamp duty: _____

The market value above is the value of the Property set by the government for stamp duty. The Purchaser pays the stamp duty and registration charges on this deed.

Schedule of the Property

State: _____

Description, with survey or door number, extent and boundaries:

Signatures

The Vendor and the Purchaser sign this deed in the presence of the two witnesses below.

Vendor

Signature

Name

Date

Purchaser

Signature

Name

Date

Each of us saw the Vendor and the Purchaser sign this deed, and signs below as a witness in their presence.

First witness

Signature

Name

Date

Address and occupation

Second witness

Signature

Name

Date

Address and occupation