

DEED OF ABSOLUTE SALE

This **DEED OF ABSOLUTE SALE** is made and executed on this _____ day of _____, Two Thousand _____

BETWEEN

Sri _____, son/wife/daughter of Sri/Late _____, aged about _____ years, holding PAN _____, by Caste _____, by Nationality Indian, residing _____ at _____, hereinafter called the "**SELLER**" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

Sri _____, son of _____, aged about _____ years, by Caste _____, by Nationality Indian, holding PAN _____, residing _____ at _____, hereinafter called the "**PURCHASER**" (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

The **SELLER** and the **PURCHASER** are hereinafter referred collectively as parties and individually as party.

WHEREAS the **SELLER** is the absolute owner, in possession and enjoyment of the piece and parcel of _____ land measuring about _____ decimal, lying and situated in R.S. Plot Number _____, corresponding L.R. Plot Number _____, Recorded in R.S. Khatian Number _____ and L.R. Khatian Number _____, at Mouza _____, J.L. Number _____, Touzi Number _____, under Police Station _____, Registration Sub-District _____, in the district of _____, more fully and particularly described in the schedule here under written and hereafter referred to as the "**SCHEDULE PROPERTY**".

ANDWHEREAS the **SCHEDULE PROPERTY** was the self acquired property of _____, deceased father of the **SELLER** and he purchased the same from Sri _____, son of _____ of _____, by virtue of a Sale Deed dated _____, registered in the office of the _____, in Book 1, Volume No. _____, Pages _____ to _____, Being Number _____ for the Year _____.

ANDWHEREAS the said _____ died in-estate on _____ leaving behind his only son namely, Sri _____, the **SELLER** herein, as the only legal heir.

ANDWHEREAS the **SELLER** herein, as the only legal heirs of the deceased _____, have become the absolute owner of the **SCHEDULE PROPERTY** since the death of his father _____ on and he has been enjoying the same with absolute right, title and interest since then and he has clear and marketable title to the **SCHEDULE PROPERTY**.

ANDWHEREAS the **SELLER** being in need of funds to meet his personal commitments and

family expenses have decided to sell the SCHEDULE PROPERTY and the PURCHASER has agreed to purchase the same.

ANDWHEREAS the SELLER agreed to sell, convey and transfer the SCHEDULE PROPERTY to the PURCHASER for a total consideration of Rs._____ (Rupees _____) only and the PURCHASER herein agreed to purchase the same for the aforesaid consideration and to that effect the parties entered into an agreement on the _____.

NOW THIS DEED OF SALE WITNESSETH:

1. **THAT** in pursuance of the aforesaid agreement and in consideration of a sum of Rs._____ (Rupees _____) only received by the SELLER in cash/cheque/bankdraft and upon receipt of the said entire consideration of Rs._____ (Rupees _____) only (the SELLER doth hereby admit, acknowledge, acquit, release and discharge the PURCHASER from making further payment thereof) the SELLER doth hereby sells, conveys, transfers, and assigns unto and to the use of the PURCHASER the SCHEDULE PROPERTY together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the SELLER to and upon the SCHEDULE PROPERTY TO HAVE AND TO HOLD the SCHEDULE PROPERTY hereby conveyed unto the PURCHASER absolutely and forever.
2. **THAT** THE SELLER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:
 - i. **That** the SCHEDULE PROPERTY shall be quietly and peacefully entered into and held and enjoyed by the PURCHASER without any interference, interruption, or disturbance from the SELLER or any person claiming through or under him.
 - ii. **That** the SELLER have absolute right, title and full power to sell, convey and transfer unto the PURCHASER by way of absolute sale and that the SELLER have not done anything or knowingly suffered anything whereby their right and power to sell and convey the SCHEDULE PROPERTY to the PURCHASER is diminished.
 - iii. **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 SELLER shall discharge the same from and out of his own fund and keep the PURCHASER indemnified.
 - iv. **That** the SELLER hereby declares with the PURCHASER that the SELLER have paid all the taxes, rates and other outgoings due to local bodies, revenue, urban and other authorities in respect of the SCHEDULE PROPERTY up to the date of execution of this sale deed and the PURCHASER shall bear and pay the same hereafter. If any arrears are found due for the earlier period, the same shall be discharged/borne by the SELLER.
 - v. **That** the SELLER have handed over the vacant possession of the SCHEDULE PROPERTY to the PURCHASER on _____ and delivered the connected original title document in respect of the SCHEDULE PROPERTY hereby conveyed on the date of execution of these presents.

- vi. **That** the SELLER will at all times and at the cost of the PURCHASER execute, register or cause to be done, all such acts and deeds for perfecting the title to the PURCHASER in the property hereby sold and conveyed herein.
- vii. **That** the SELLER do hereby covenants and assures that the PURCHASER is entitled to have mutation of his name in all public records, local body and also obtain all documents in the name of the PURCHASER and undertakes to execute any deed in this respect.

SCHEDULE OF PROPERTY

All that piece and parcel of _____ land measuring about _____ decimal, lying and situated in R.S. Plot Number _____, corresponding L.R. plot Number _____, Recorded in R.S. Khatian Number _____ and L.R. Khatian Number _____, at Mouza _____, J.L. Number _____, Touzi Number _____, under Police Station _____, Registration Sub-District _____, in the district of _____, butted and bounded by:

On the North :

On the South :

On the East :

On the West :

IN WITNESS WHEREOF the **SELLER** and the **PURCHASER** have set their signatures on the day month and year first above written.

SELLER

PURCHASER

WITNESSES:

1.