**EXECUTION OF SALE-DEED**

This **Execution of Sale-Deed (this** “Agreement”) is entered into as of\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_ (Place).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_ (“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_ [[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (hereinafter referred to as the “‘Vendor”) of the ONE PART

**AND:** \_\_\_\_\_\_\_\_\_\_ (“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at\_\_\_\_\_\_\_\_\_\_ [[Company Address]], (the “Company”), through its\_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (hereinafter referred to as the “Vendee”) of the OTHER PART.

**PREAMBLE**

**WHEREAS** the vendor is lawful owner and possessor, having sufficiently good and marketable title over the tenements, land or premises (hereby intended to be granted and conveyed and referred hereinafter as the said property) as an absolute and indefeasible estate free from all encumbrances.

**AND WHEREAS** the Vendee has approached to the vendor for purchase of above property and the vendors have agreed to sell the above property to the vendee for a sale consideration of Rs.\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs.]] which the vendors and vendee considered fair and reasonable

**AND WHEREAS** the offer of the vendee being most reasonable and is according to present market price, hence the vendors agreed to sell the same to the vendee for a sale consideration of Rs.\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs.]].

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RELATIONSHIP OF THE PARTIES- INDEPENDENT PARTNERS

The Parties agree that the Parties shall be considered independent and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.

1. RIGHTS, DUTIES AND OBLIGATIONS OF THE VENDEE
   1. In pursuance of the agreement executed by the vendor on\_\_\_\_\_\_\_\_\_\_ [[date]] and consideration of\_\_\_\_\_\_\_\_\_\_ [[Amount in Rs]] paid by the vendee to the vendor after deducting a sum of \_\_\_\_\_\_\_\_[[Amount in Rs]] which has been received as earnest money at the time of execution of agreement for sale at or immediately before the execution of this deed, the receipt whereof;
   2. The vendee shall be kept indemnified against loss, damages or expenses if any suffered by reason of any defect in title of the vendor or any breach of covenant contained herein.
   3. The vendee may get his name recorded in the relevant records after expunging the name of the vendor on the sold property in any manner he deems fit and the vendee is also entitled to use terrace, staircase, open common places, lift, car parking and all other common facilities of the said building.
   4. The parking place shown by letters A, B, C, D and marked in the annexed map, will be exclusively used by the vendee without any objection by anyone.
   5. That if due to any defect in the title of the vendor, the vended property either in whole or part goes out of possession of the vendee in that case the vendor will be liable to either get the said defect removed in their title or to pay compensation to the vendee.
   6. That if due to act of God or any reason the building falls then the vendee shall be entitled to get land of their proportionate share.
2. RIGHTS, DUTIES AND OBLIGATIONS OF THE VENDOR
   1. The vendor do hereby acknowledge and he as a beneficial owner of the said property do by this covenant, indefeasibly, grant, sell, convey and transfer unto the vendee free from encumbrances, attachment and other defects in title all that the said property mentioned specifically in the Schedule attached herewith forever to his enjoyment and usage without any hindrance, interruption or disturbance on the part of vendor who has exonerated and released his title and claim over the said property.
   2. The vendor ceased to have any right, over the property to this deed and all the taxes up to this date have been paid by the vendor and now it is the responsibility of the vendee to pay the same henceforth.
   3. To ensure that the property sold is free from all encumbrances

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at\_\_\_\_\_\_\_\_\_\_ [[Place of Execution]] on the date indicated above.

By First Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_

By Second Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_