

SALE DEED

SALE DEED IN RESPECT OF RESIDENTIAL PLOT No._____, SECTOR _____, URBAN ESTATE PANCHKULA, MEASURING _____ SQ.MTRS.

CONSIDERATION AMOUNT Rs._____/-

ALREADY PAID/EARNEST MONEY : Rs. _____/-
BEFORE SUB-REGISTRAR : Rs. _____/-

ON NON JUDICIAL STAMP PAPER WORTH Rs._____/- (_____)
_____) KITAS _____, VIDE Sr.No._____, DATED _____,
ISSUED BY DISTT.TREASURER, TRAESURY OFFICE, PANCHKULA.

THIS SALE DEED is made at PANCHKULA on this _____ day of _____,2007;

BETWEEN

(hereinafter referred to as the **VENDOR** which term shall where the context so admits include his respective heirs, executors, successors, assigns, legal representatives and administrators etc.) of the one part.

AND

(hereinafter referred to as the **VENDEE** which term shall where the context so admits include his respective heirs, executors, successors, assigns, legal representatives and administrators etc.) of the other part of this Deed.

WHEREAS the said Vendor is sole and absolute owner and allottee of residential Plot No._____, Sector _____, Urban Estate Panchkula, measuring _____

Sq.Mtrs. duly allotted to the above said Vendor by the Estate Officer, HUDA, Panchkula, on free hold basis, vide Memo No._____, Dated _____.

AND WHEREAS the above said property is free from all sorts of encumbrances and attachments i.e. Charges, Demands, WILL, Sale, Gift, Mortgage, Exchange, Disputes, Litigations etc. etc. till to-date.

AND WHEREAS the said Vendor has agreed with the said Vendee for the absolute sale of the his above said plot in favour of the said Vendee for a sum of Rs._____/- (Rupees _____ Only) and the said Vendee has also agreed to purchase the same.

AND WHEREAS the necessary Conveyance Deed in respect of the above said property had already been registered under Sr.No._____, Book No.1, Dated _____, in the office of Sub-Registrar, Panchkula, and the concerned authority has also issued the necessary No Objection Certificate/Permission To Sell/Transfer in respect of the above said property vide Memo No._____, Dated _____.

NOW THIS DEED FURTHER WITNESSETH AS FOLLOWS:

1. That in pursuance of the above agreement and in consideration of the said amount of Rs._____/- (Rupees _____ Only) out of which a sum of Rs_____/- (Rupees _____ Only) had already been paid by the said Vendee to the said Vendor vide _____, and the balance amount of Rs._____/- (Rupees _____ Only) is being paid by the said Vendee to the said Vendor before the **Sub-Registrar, Panchkula**, vide _____.

2. That the said Vendor hereby conveys, assigns, and transfers by way of sale of all his rights, titles and interest in respect of his above mentioned property, **UNTO THE SAID VENDEE** (his heirs, assignees, executors, successors, legal representatives and administrators) **TO HAVE AND TO HOLD THE SAME AS ABSOLUTE OWNER** thereof forever.

3. That the said Vendor has already delivered the actual, physical and vacant possession of the said property to the said Vendee with all the original documents.

4. That the said Vendor has also delivered to the said Vendee **DEED OF CONVEYANCE/AND ALL OTHER** concerned documents and papers of

the property under sale at the time of execution/registration of this Sale Deed for his records and ready reference.

5. That the said Vendee shall hereafter peacefully hold, use and enjoy the said property as his own property without any hindrance, interruption, claim, or demand by or from the Vendor or any other persons whom-so-ever under or through him.
6. That the said Vendor hereby assure the said Vendee that there is no dispute against the said property and further he is absolute owner of the above said property and the said Vendor is fully competent and authorized to sell/transfer the said property to the said Vendee and he has not done anything whereby the said Vendee may suffer any loss or damages due to the purchase of this property.
7. That all the expenses on the Sale Deed i.e. cost of the stamp papers and registration charges have been borne by the said Vendee.
8. That the said Vendor has assured the said Vendee that there is no defect in the title of the said Vendor to the said property. In case the said Vendee is deprived of the possession of the said property or any portion thereof on account of any defect in the title of the said Vendor, then the said Vendor and his estates shall be liable to compensate the said Vendee in full and for such losses and damages arising there from. The said Vendor also undertakes to execute and sign all such papers and documents regarding the said property if such necessity arises at any later stage on the request and cost of the above said Vendee without any hesitation, demand and delay.
9. That the said Vendee has now become the absolute owner of the said property under sale in full proprietary rights.
10. That the said Vendee is now entitled to get the said property transferred in his own name in the records of the Estate Officer, HUDA, Panchkula, and the said Vendor hereby joins himself with the said Vendee to act and sign all the necessary documents/papers required for the final transfer of the above said property.
11. That the above said property is sold/transferred under the provisions of the Haryana Urban Development Authority Act,1977 and the rules framed thereunder.
12. That the above said plot is fully paid and is free from all sorts of encumbrances and attachments i.e. Sale, Gift, WILL, Mortgage, Exchange, Claims, charges, disputes, litigation etc.
13. That the said Vendor do hereby agree to save harmless and keep indemnified the said Vendee against all costs, losses or expenses, which he may sustain or incur by reasons of any claim being made by anybody.

14. That the said Vendor has paid all the levies, imposed by the Estate Officer, HUDA, Panchkula, for non-construction of building within the stipulated period and has cleared all other dues/charges with the Estate Officer, HUDA, Panchkula. There is no due/penalty/interest outstanding on account of such matters. If, however any such dues/penalties are found pending then the said Vendor shall be liable to pay the same without any delay and hesitation.
15. That now the said Vendee shall be bound by all the terms and conditions of the **DEED OF CONVEYANCE/ALLOTMENT LETTER** etc. in future.

IN WITNESS WHEREOF both the parties have set their hands on this Deed at Panchkula, on the day, month and year mentioned above in the presence of the marginal witnesses.

WITNESS No.1

VENDOR.

WITNESS No.2

VENDEE.

INDEMNITY BOND

THIS INDEMNITY BOND is executed at Panchkula, on this _____ day of _____, 2007 by _____.

WHEREAS the executant is desirous of getting property bearing residential Plot No. _____, Sector _____, Urban Estate Panchkula, measuring _____ Sq.Mtrs. transferred in the name of _____.

AND WHEREAS the Estate Officer, HUDA, Panchkula, has asked the executant to furnish this Indemnity Bond for the same.

NOW THIS INDEMNITY BOND WITNESSETH AS FOLLOWS:

1. That the said transfer which is sought in the name _____, is a transfer through registered Sale Deed, and in case, the Haryana Urban Development Authority would suffer any loss on account of this transfer in his name, the executant, his properties and his persons shall be liable to make good the loss, which may be sustained by the HUDA or its employee/s on account of this transfer.
2. That the legal heirs and successors of the executant shall also be liable to make good the loss, if any, suffered by HUDA.
3. That in case, any legal heirs or any other persons shall make any claim regarding this property, the litigation of the same will also be defended by the executant and the loss suffered by HUDA will also be made good by the executant and his properties and persons.

IN THE PRESENCE of the following witnesses this Indemnity Bond is signed at Panchkula, on this day, month and year mentioned above.

WITNESS No.1

EXECUTANT.

WITNESS No.2

AFFIDAVIT BY THE TRANSFEREE

I, _____
do hereby solemnly affirm and declare as under:-

1. That I accept the allotment of residential **Plot No. _____, Sector _____, Urban Estate Panchkula, measuring _____ Sq.Mtrs.** inclusive of all incidental space allotted, if any.
2. That I further undertake to make payment of all the outstanding dues or such amount as may be due or become liable/due against this property at any later stage.
3. That I accept the terms and conditions relating to the allotment of the said property and of incidental space, if any, and shall abide by the provisions of HUDA Act, 1971 and the rules/regulations applicable there under as amended from time to time.
4. That I shall not use the said property for any purposes, other than for which it has been allotted.

Place :

Dated :

Deponent.

Verification:

Verified that the above contents of this Affidavit are true and correct to my knowledge and belief and nothing has been concealed therein. No part of it is false and incorrect.

Deponent.

AFFIDAVIT BY THE TRANSFEREE

I, _____
do hereby solemnly affirm and declare as under:-

1. That I am sole and absolute owner and allottee of residential **Plot No. _____, Sector _____, Urban Estate Panchkula, measuring _____ Sq.Mtrs.** duly allotted to me by the Estate Officer, HUDA, Panchkula, and the same is free from all sorts of encumbrances and attachments i.e. sale, gift, mortgage, claims, demands, charges, liens, disputes, litigations etc. till to-date.
2. That there is no any disputes/litigations or court case, pending against the above said property in any Court of Law.
3. That my latest specimen signatures are as under:-

1 _____ 2 _____ 3 _____

Place :

Dated :

Deponent.

Verification:

Verified that the above contents of this Affidavit are true and correct to my knowledge and belief and nothing has been concealed therein. No part of it is false and incorrect.

Deponent.

To

The Estate Officer,
HUDA, Panchkula.

Subject : Transfer of residential Plot No. _____, Sector _____, Urban Estate Panchkula, measuring _____ Sq.Mtrs.

Dear Sir,

With reference to your Letter vide Memo No.E.O.(P)-2K/A/ _____, Dated ___/___/2007, I hereby enclose the followings documents:-

1. Original Permission Letter.
2. Original Allotment Letter
3. Certified Copy of registered Sale Deed.
4. Certified Copy of registered Conveyance Deed.
5. Indemnity Bond.
6. Affidavit by the Transferee.
7. Two Photographs of the Transferee.
8. Identification Proofs of the Transferor/Transferee.

It is therefore, requested that the aforesaid property may kindly be transferred in the name of _____,
_____ ,
at the earliest and oblige.

Thanking you,

Yours faithfully,

Dated : ___/___/2007.

(_____)
son/wife of _____,
R/o _____
_____.

To

The Sub-Registrar,
Panchkula.

Subject : Issue of Certified Copy.

Dear Sir,

Kindly issue me the Certified Copy of the registered Sale Deed under the
Sr.No. _____, Book No.1, Dated ___/___/2007, in your office.

Thanking you,

Yours faithfully,

Dated : ___/___/2007.

(_____)
son/wife of _____,
R/o _____
_____.