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PAN CARD   
SELLER   
PURCHASER

## **SALE DEED**

Sale Consideration Rs. 20,000/- Market Value of Land Rs. 2,15,000/-

e-Stamps Duty: Rs. 11,000/- Certificate No. IN-HP

Dated  day of  2016

Circle rate Rs.  per Sq. mtrs. (cultivated category )

Circle Rate Rs.  per Sq. mtrs (un-cultivated category )

THIS DEED OF SALE is executed at Shimla on this  day of  2016 B Y  (HERE-IN-AFTER CALLED THE FIRST PARTY /SELLER) which term where the context shall mean and include his representatives heirs, successor, executors, administrators, trustees, legal representatives of the one part IN FAVOUR OF   (HERE-IN-AFTER CALLED THE SECOND PARTY/ PURCHASER) which term where the context shall mean and include his representatives heirs, successor, executors, administrators, trustees, legal representatives of the other part.

AND WHEREAS the SELLER is owner in possession of land  according to Nakal Jamabandi for the year ..which is issued by patwari concerned which is attached herewith.

....2....

AND WHEREAS THE FIRST PARTY/ SELLER has agreed to sell by way of this Sale Deed and the SECOND PARTY/PURCHASER has also agreed to purchase the [ ] for a total sale consideration of Rs. [ ]/- (Rupees [ ] only ) and the PURCHASER has already paid the entire sale consideration to the SELLER and the SELLER has received full and final payment from the

PURCHASER & the SELLER hereby acknowledges the receipt of same. AND WHEREAS the SELLER hereby declares and covenants with the purchaser that he is the absolute owner of the land hereby sold 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 land hereby sold in terms of this deed.

**NOW THIS DEED OF SALE WITNESSETH AS UNDER:-**

IN PURSUANCE OF AFORESAID AGREEMENT AND for consideration of Rs. 2,20,000 /- (Rupees two lacs & twenty thousand only) the SELLER being the owner of the above-mentioned land, the seller has subsisting right to sell the above mentioned land 4/117 share measuring 0-4 Biswas out of land comprised in Khata Khatoni No. 26min/47, Khasra No. 289/187, total measuring 5 Bighas 14 Biswas situated at Muhal Panog, Tehsil Shimla, (R) District Shimla, Himachal Pradesh according to Nakal Jamabandi for the year 2004- 2005 which is issued by patwari concerned which is attached herewith, ALONGWITH ALL THE RIGHTS OF EASEMENTS privileges appurtenances, paths, drainage's, construction, air, lights etc. AGREES to sell to the PURCHASER as per the following covenant.

PURCHASER IS HIMACHALI BONAFIDE AGRICULTURIST & HAS RIGHT TO PURCHASE THE LAND /PROPERTY IN HIMACHAL PRADESH.

Now the SELLER covenants with the PURCHASER as under:-

1. That the SELLER has delivered the vacant and peaceful possession of the sold vacant land only mentioned above to the PURCHASER on the spot and the sold land falls within the 25/25 to 50mtrs /50 to 100 mtrs /100 to 1000 mtrs / 1000 Mtrs. from NH/ State Highway/ any other link road.
2. That further for the said consideration, the SELLER as the beneficial owner hereby conveys and sells absolutely to the PURCHASER the said land to hold the same as an absolute owner hereinafter peacefully, use and enjoy the same forever without any hindrances and intervention of the SELLER or any person claiming through his/ her/them or her /their legal heirs or authorised agent. The purchaser has full right to sell or convey in any way or manner the said land hereby sold.
3. That if there will be any defect in the title of land of the SELLER, in that event the SELLER shall make all the loss good suffered by the PURCHASER.
4. That the SELLER hereby undertakes to indemnify the PURCHASER in case any defect of title be found in the said land.
5. That the PURCHASER has borne all expenses of the stamp papers, service charges, Registration charges, etc.
6. That the SELLER hereby further declares that the land hereby sold 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.

...4....

7. That the PURCHASER shall be entitled to use all the usual paths, easementary rights, appurtenances paths, right of construction of the house etc.
8. That the SELLER hereby undertakes and agrees to get the mutation entered and attested in the all relevant revenue records and the SELLER has no objection in case the mutation / ownership of the land be attested in favour of the purchaser in the absence of the SELLER.
9. That all the charges, taxes, dues, cesses, rates levies etc., payable to any authority, if any due and pertaining to the said land for the period upto the date of execution of this deed shall be payable by the seller and thereafter by the PURCHASER. The SELLER shall fully indemnify the purchaser against any past due or liabilities in relation to the said land.
10. That the SELLER and his legal heirs, executors, administrators and legal representatives and assignees have now no right, title or interest or claim in the land in any manner and the SELLER, his heirs, executors administrators and legal representatives and assignees undertake not to interfere or enter this land at any point of time and further not to claim any right, title, compensation whatsoever that might have accrued earlier to the execution of this sale or after the execution of the sale deed.
11. That along with the execution of this sale deed, all previous agreements, understandings etc. written or oral, shall come to an end and the seller is left with no right, title or interest on claim in the said land.

....5....

12. That the PURCHASER shall be the sole and absolute owner of the land hereby sold with independent rights of ownership, possession, enjoyment and shall be entitled to deal with and dispose of the land as deems fit without any interference obstruction or hindrance from the SELLER or any one claiming under, through or in trust for him.

13. That the SELLER and PURCHASER are executing this deed of sale without any mental infirmity or any undue influence or pressure from any person.

PROVIDED ALWAYS AND It is hereby agreed that whatever and wherever such interpretation would be requisite to give this deed fullest possible scope and effect to any contract or covenant herein contained expressions, "SELLER and PURCHASER" includes their respective heirs, executors, administrators and legal representatives and assignees.

IN WITNESS WHEREOF the parties here to have signed this deed of sale on date month and year

first above written: -

*SELLER*

*PURCHASER*

WITNESS No. 1

WITNESS No. 2

Drafted by me at the instance of the parties and the contents thereof have been read over and explained to the SELLER and PURCHASER which they admit to be correct as per their knowledge and put their Signatures in my presence.

**SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN by these presents that I/We, [ ] do hereby nominate appoint and constitute [ ] as my/our lawful special attorney to do execute in my/our name and on my/our behalf the following acts, deeds and things in respect to attestation of the mutation of sold property i.e. [ ] in favour of [ ] [ ] & my/our lawful attorney is empowered to attest the mutation of sold land in favour of above purchaser and sign all relevant documents for the same purpose. I/we am/are unable to appear before revenue authority personally due to out of station.

I/we, hereby ratify and confirm all acts deeds and things done by my/our lawful attorney in respect of above mentioned purpose.

IN WITNESSES whereof I/we have set my/our hands on this power of attorney at Shimla on this [ ] day of [ ], 2016.

WITNESSES:-

EXECUTANT

1. [ ]

2. [ ]

**AFFIDAVIT**

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

1. That I am resident of the above- mentioned address.
2. That I have sold land  to  That the above said sold land falls within the 25/25 to 50mtrs /50 to 100 mtrs /100 to 1000 mtrs / 1000 Mtrs. From NH/ State Highway/ any other link road.
3. That I have calculated the value of property/land as per circle rates issued by the Deputy Commissioner Shimla for the year 2016-2017 which is true and correct according to my personal knowledge.

**DEPONENT**

**VERIFICATION: -**

I, the above named deponent do hereby verify that the contents of my above affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Verified at Shimla on this  day of March, 2016

**DEPONENT**

**AFFIDAVIT**

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

1. That I am resident of the above- mentioned address.
2. That I have purchased  from
3. That the above said purchased land falls within 25/25 to 50mtrs /50 to 100 mtrs /100 to 1000 mtrs / 1000 Mtrs. from NH/ State Highway/ any other link road.
4. That I have calculated the value of property/land as per circle rates issued by the Deputy Commissioner Shimla for the year 2016-17 which is true and correct according to my personal knowledge.

**DEPONENT**

**VERIFICATION: -**

I, the above named deponent do hereby verify that the contents of my above affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Verified at Shimla on this  day of , 2016

DEPONENT



## AFFIDAVIT

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

1. That I am resident of the above- mentioned address.
2. That I am General Power of Attorney of   
 vide GPA registration No   
 dated  registered in the office of
3. That the said executants is/ are very much alive and she / they/ he have not revoked the Power of Attorney which is given to me .
4. That this GPA is valid & not fake.
5. That I am appropriate person to use the said GPA

**DEPONENT**

### VERIFICATION: -

I, the above named deponent do hereby verify that the contents of my above affidavit are true and correct to the best of my knowledge and belief, no part of it is false and nothing material has been concealed therefrom..

Verified at Shimla on this  day of August, 2016.

DEPONENT