

**GOVERNMENT OF PUDUCHERRY
REGISTRATION DEPARTMENT**

FORMAT OF VARIOUS DEEDS

AGREEMENT FOR SALE

AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS

GENERAL POWER OF ATTORNEY

SALE DEED

SIMPLE MORTGAGE DEED

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed on this the _____ day
of _____, 2004

BETWEEN

Sri. _____ **s/o.** _____ **aged** _____ **years**
residing at _____ hereinafter
called the "SELLER" (which expression shall mean and include her legal heirs,
successors, successors-in-interest, executors, administrators, legal representatives,
attorneys and assigns) of ONE PART.

AND

Sri. _____ **s /o** _____ **aged** _____ **years**
residing at _____
hereinafter called the "PURCHASER" (represented by his power of attorney) which
expression shall mean and include his heirs, successors, executors, administrators,
legal representatives, attorneys and assigns of the OTHER PART.

WHEREAS THE SELLER is the absolute owner in possession and enjoyment of the
more fully described in the schedule hereunder and hereafter called the "SCHEDULE
PROPERTY.

WHEREAS the property more fully described in the schedule hereunder is the self
acquired property of the SELLER who purchased the same from Thiru. _____ in
and by sale deed dated _____ and registered as Doct.No. _____ of _____ Book 1
Volume No _____ Pages _____ to _____, registered on _____ and filed
on the file of the Sub-Registrar,

WHEREAS the SELLER is the absolute owner of the property and he has been
enjoying the same with absolute right and he has clear and marketable title to the
Schedule Property

WHEREAS the SELLER being in need of funds for the purpose of _____
has decided to sell the property more fully described in the Schedule hereunder and
the PURCHASER has offered to purchase the same..

WHEREAS the SELLER offered to sell and transfer the schedule property to the
PURCHASER for a sale consideration of Rs _____ (Rupees _____ only)
and the PURCHASER herein has agreed to purchase the same for the aforesaid
consideration on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Sale consideration of the Schedule Property is fixed at Rs. (Rupees only).
2. The PURCHASER has paid a sum of Rs. (Rupees only) by cash/ cheque /D.D. bearing No drawn on dated as advance, the receipt of which sum the SELLER hereby acknowledges.
3. The balance payment of Rs . (Rupees only) will be paid by the PURCHASER to the SELLER at the time of execution of the absolute Sale Deed and thus completing the Sale transaction.
4. The parties herein covenant to complete the Sale transaction and to execute the Absolute Sale Deed by the end of
5. The SELLER confirms with the PURCHASER that he/she has not entered into any agreement for sale, mortgage or exchange whatsoever with any other person relating to the Schedule Property of this Agreement.
6. The SELLER hereby assures the PURCHASER and he/she has absolute power to convey the same and there are no encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings etc.
7. The SELLER agrees to put the purchaser in absolute and vacant possession of the schedule property after executing the sale deed and registering the same in the jurisdictional Sub-Registrar's office.
8. The SELLER covenants with the purchaser that he/she shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the schedule property during the subsistence of this Agreement.
9. The SELLER has specifically agreed and covenants with the PURCHASER that he/she shall do all acts, deeds and things which are necessary and requisite to convey absolute and marketable title in respect of the schedule property in favour of the PURCHASER or his nominee.
10. IT IS AGREED between the parties that all expenses towards Stamp Duty and Registration charges shall be borne by the PURCHASER only.
11. The PURCHASER shall have the right to nominate or assign his right under this agreement to any person / persons of his choice and the SELLER shall execute the Sale Deed as per terms and conditions of this Agreement in favour of the PURCHASER or his nominee or assignee.
12. The SELLER has agreed to get consent deed duly executed to this Sale transaction from his wife/her husband, sons and daughters on or before date of registration of Sale Deed and assured that they all join to execute sale deed in favour of the purchaser.

13. It is hereby expressly provided and agreed by the parties here to that both parties are entitled to enforce specific performance of the agreement against each other in case of breach of any conditions mentioned in this Agreement.
14. The original of the "AGREEMENT" signed by both the parties shall be with the PURCHASER and copy of the same similarly signed shall be with the SELLER.

SCHEDULE

IN WITNESS WHEREOF the SELLER and the PURCHASER have signed this Agreement of Sale on the day month and year herein above mentioned in the presence of the witnesses:

WITNESSES:

1.

SELLER

2.

PURCHASER

AGREEMENT RELATING TO DEPOSIT OF TITLE DEEDS

This **Agreement of Deposit of Title deeds** executed at this day of
by son of
residing at

hereinafter called the Mortgagor which term shall wherever the context mean and include his heirs, executors, administrators, legal representative and assigns of the one part;

In favour of w/o
residing at

hereinafter called the Mortgage which term shall wherever the context admits, mean and include his heirs, executors, administrators, legal representative and assigns of the other part;

Whereas the Mortgagor applied to the Mortgagee for a loan of Rs. for the purpose of rice business that he is carrying on at . And Whereas the Mortgagee is willing to advance the loan if the Mortgagor would execute a promissory note for the said amount and also deposit the title deeds of his immovable property as collateral security for the due repayment of the principal and interest thereby creating an equitable mortgage over the same; And whereas the Mortgagor has, this day, executed a promissory note for Rs. Carrying an interest at % per annum in favour of the Mortgagee.

Now this Agreement of Deposit of Title Deeds witnesseth that in consideration of the sum of Rs. received by the Mortgagor from the Mortgagee this day on the promissory note of Rs. carrying interest at per annum executed this day by the Mortgagor in favour of the Mortgage and as security for the payment of the said sum of Rs. with interest due thereon, the Mortgagor has, this day, deposited with the Mortgagee, the Title Deeds more fully described in Schedule B in respect of his property more fully described in the Schedule A hereunder as collateral security thereby intending to create an equitable mortgage over the same in favour of the Mortgagee. The Mortgagor, hereby, covenants that the said property is not subject to any mortgages, lien, charge or any other kind of encumbrance whatsoever and that he, the Mortgagor, is the absolute owner of the same and is well and truly seized of the property. The Mortgagor further agrees to keep the Mortgagee indemnified against all claims and demand whatsoever by any person lawfully or equitably claiming under him and by any other person whatsoever.

Schedule "A"
(Description of Property)

Schedule 'B'
(List of documents deposited)

In witness whereof the Mortgagor has set his hand and signature on the day month and year first above written in the presence of: -

WITNESS

MORTGAGOR

GENERAL POWER OF ATTORNEY

This **DEED OF GENERAL POWER OF ATTORNEY** executed
at _____ this the _____ day of _____ 2015
by _____ s/o _____ aged about 60 years, and
residing at _____

hereinafter referred to as the **PRINCIPAL** on the ONE PART;

IN FAVOUR OF _____ w/o _____
aged about 26 years, and residing at _____

hereinafter referred to as the **ATTORNEY** on the OTHER PART;

WHEREAS the **PRINCIPAL** is the owner of the property more fully described in the schedule hereunder;

WHEREAS the **PRINCIPAL** due to preoccupation with her domestic affairs and old age could not maintain the property more fully described in the Schedule hereunder;

NOW THIS GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

KNOW YE ALL MEN, I, Mrs. _____, the **PRINCIPAL**, herein, do by these presents, appoint and constitute Selvi. _____, **D/o** _____, the **ATTORNEY** herein, as my true and lawful attorney to do the following acts in respect my property more fully described in the Schedule hereunder:

- (a) to execute the sale deed in favour of any person whom the Agent thinks fit and proper and to present the same before the Sub Registrar concerned having jurisdiction for completing the registration.
- (b) to execute any other document that may be required for developing the property more fully described in the Schedule hereunder or to mortgage/lease etc. and to get the same registered;
- (c) To sign on behalf of me in any banks or financial institutions to raise loans for me and on my behalf;
- (d) To sign applications for mutation of names in the revenue, local body and other Government records in favour of the Purchaser.

I hereby state that I will confirm and ratify the above acts done by my above Attorney in pursuance of these presents.

The Agent is accountable to maintain accounts with regard to the transactions carried out by the Agent in respect of the property more fully described in the Schedule hereunder and to cause to me whenever required by me;

I have not received any consideration from the Agent for executing this Power.

SCHEDULE OF PROPERTY

Nature of land	
Name of the Village	
Survey No.	
New Survey No.	
Extent	
Linear measurement	<u>East to West on the</u> Northern side feet; Southern side feet; <u>North to South on the</u> Eastern side feet ; Western side feet;
Boundaries	NORTH by: EAST by: SOUTH by: WEST by:
Taluk	
Revenue District	Thiruvallur
Town Panchayat	Ponneri
Sub Registration District	Ponneri
Registration District	Chennai North
(There is no building in the Site)	

IN WITNESS WHEEOF THE PRINCIPAL has set his hand on the day, month and year first mentioned above in the presence of:

WITNESSES

PRINCIPAL

SALE DEED

This **DEED OF ABSOLUTE SALE** executed at _____ on this the _____ day of _____, 2015
by _____ s/o _____ residing at _____

hereinafter called the **VENDOR** of the one part which expression shall include his executors, administrators, legal representatives, successors etc.

TO AND IN FAVOUR OF

w/o _____ residing at _____

hereinafter called the **PURCHASER** of the Other Part which expression wherever the context so requires shall mean and include his heirs, executors, administrators, legal representatives, successors etc.

WHEREAS the **VENDOR** herein has purchased the said property more fully described in the Schedule hereunder from Thiru. _____ in and by sale deed dated _____ and registered on _____ as Document No. _____ of (year) of Book 1 volume No. _____ filed at pages _____ to _____ on the file of the Sub Registrar of _____.

WHEREAS the **VENDOR** herein has been in exclusive possession and enjoyment of the property more fully described in the **Schedule** hereunder with a constructed house thereon, which was constructed by him with his self-earned funds, till date.

WHEREAS the **VENDOR** is the exclusive owner of the property more fully described in the **schedule** hereunder and he has absolute right to dispose of the same as in the manner he wishes;

AND WHEREAS the **VENDOR** is in need of funds in order to meet his personal commitments and family expenses and has decided to sell the property more fully described in the **Schedule** hereunder for a sum of Rs _____ /- (Rupees _____ only) and the **PURCHASER** herein has also agreed to purchase the same for the said price and to the effect they entered into an agreement to sell dated _____.

NOW THIS DEED OF SALE WITNESSETH

THAT in pursuance of the aforesaid agreement and in consideration of a sum of **Rs. _____ (Rupees _____ only)** received by the **VENDOR** in cash and the receipt of the said entire consideration of **Rs. _____ (Rupees _____ only)**, the **VENDOR** doth hereby admit, acknowledge, acquit, release and discharge the **VENDOR** from making further payment thereof and the **VENDOR** doth hereby sell, convey,

transfer, and assigns unto and to the use of the **PURCHASER**, the property more fully described in the **Schedule** hereunder together with the water ways, easements, advantages and appurtenances, and all estate, rights, title and interest of the **VENDOR** to and upon the said property **TO HAVE AND TO HOLD** the said property hereby conveyed unto the **PURCHASER** absolutely and forever.

THE **VENDOR** DOTH HEREBY COVENANT WITH THE **PURCHASER** AS FOLLOWS:

1. **That** the property more fully described in the **Schedule** hereunder shall be quietly and peacefully entered into and held and enjoyed by the **PURCHASER** without any interference, interruption, or disturbance from the **VENDOR** or any person claiming through or under him.
2. **That** the **VENDOR** has absolute right, title and full power to sell, convey and transfer unto the **PURCHASER** by way of absolute sale and that the **VENDOR** has not done anything or knowingly suffered anything whereby his right and power to sell and convey to the **PURCHASER** the property hereby conveyed.
3. **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 **VENDOR** shall discharge the same from and out of his own funds and keep the **PURCHASER** indemnified.
4. **That** the **VENDOR** hereby declares with the **PURCHASER** that the **VENDOR** has paid all the taxes, rates and other outgoings due to Local bodies, revenue, urban and other authorities in respect of the property more fully described in the **Schedule** hereunder 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 to the earlier period, the same shall be discharged by the **VENDOR**
5. **That** the **VENDOR** has handed over the vacant possession of the property more fully described in the **Schedule** hereunder to the **PURCHASER** on _____ and delivered the connected original title document in respect of the schedule mentioned property hereby conveyed on the date of execution of these presents.
6. **That** the **VENDOR** 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.
7. **That** the **VENDOR** 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 patta in the name of the **PURCHASER** and undertakes to execute any deed in this respect.

SCHEDULE OF PROPERTY

The Market Value of the Property is Rs.

In witness where of the **VENDOR** and the **PURCHASER** have set their signatures on the day month and year first above written.

Witnesses:

1)

VENDOR

2)

THE PURCHASER

Drafted by:

(Rupees only) repaid in full, and the Mortgagor further covenants with the Mortgagee that in the event of the Mortgagor failing to pay any installment of interest, he will be liable to interest on the said installment in default at the same rate as aforesaid from the date of default until payment such installment as and by way of compound interest. Without prejudice to the right of the Mortgagee to take any action on default as herein under provided, and it is agreed and declared that in the event of Mortgagor committing default in payment of any installment of interest or committing breach of any other term of this deed, the whole amount of principal then due with interest thereon will at the option of the Mortgagee become payable forthwith as if the said date had expired.

And this deed further witnesseth that in consideration aforesaid, the Mortgagor hereby mortgage his said scheduled property hereunder written as a security for repayment of the said sum with interest and all other moneys due and payable hereunder with a condition that on the Mortgagor repaying the said principal sum of Rs. with all interest and other moneys due to the Mortgagee (hereinafter referred to as the Mortgage amount) the Mortgagor will redeem the said scheduled property from the mortgage security and shall if so required by the Mortgagor execute a deed of Release but at the costs of the Mortgagor.

And it is further agreed and declared by the Mortgagor that in the event of the Mortgagor failing to pay the said principal sum with all interest and other moneys when the same shall become due and payable under these presents, the Mortgagee will become entitled to have the said scheduled property sold through any competent court and to realise and receive the said mortgage amount out of the net sale proceeds of the said scheduled property.

And it is further agreed and declared by the Mortgagor that he shall also be liable to pay and shall pay all the costs, charges and expenses that the Mortgagee will incur for the protection of the mortgage security and or for the realisation of the mortgage amount and the same shall be deemed to form part of the mortgage amount and the security there for as aforesaid.

And it is further agreed that during the pendency of the security hereby created and until repayment of the mortgage amount, the Mortgagor will get insured and keep insured the buildings and structures standing on the said land against loss and damages due to fire or any other accident in the sum of at least Rs. With some Insurance Company of repute and pay all premium n the insurance policy as and when it becomes due and payable in respect thereof to such company and shall hand over the policy to the Mortgagee duly endorsed in his name as assignee and in the event of the Mortgagor failing to do so or to pay the premium, the Mortgagee will be entitled to insure the said buildings and structures and/or to pay the premium thereon and the amount paid by the Mortgagee in respect thereof will be deemed to form part of the mortgage amount.

And it is further agreed that in the event of the said scheduled property being destroyed or damaged by fire or any accident as aforesaid. The Mortgagee will be entitled to receive the insurance claim under such policy to the exclusion of the Mortgagor and to appropriate the same first towards all arrears of interest and then the principal amount or as any part thereof as may be sufficient to pay the mortgage amount due and if any surplus remains the same only will become payable to Mortgagor.

SCHEDULE
(Mortgaged under this deed)

IN WITNESS WHEREOF the Mortgagor has put his hand and signature on the day, month and year first hereunder written in the presence of witnesses:

WITNESSES:

1.

2.

MORTGAGOR