**DEED OF SALE OF VEHICLE**

This **Deed of Sale** (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice ((Name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter known as "Seller”)

**AND:** [[Entity: Choice ((Name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter known as "Buyer")

**PREAMBLE**

WHEREAS, Seller desires to sell the vehicle described below, known herein as the "Acquired Vehicle" under the terms and conditions set forth below;

WHEREAS, Buyer desires to purchase the Acquired Vehicle offered for sale by Seller under the terms and conditions set forth below; and,

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. DESCRIPTION OF ACQUIRED VEHICLE.

(1). Model : [[Model Number]]

(2). Colour: [[Colour]]

(3). Manufactured in: [[Year]]

(4). Registration Number: [[Number]]

(5). Registration Date: [[Date]]

(6). Engine Number: [[Number]]

(7). Chassis Number: [[Number]]

(8). Mileage at Delivery: [[Mileage]]

1. CONSIDERATION

The total purchase price to be paid by Buyer to Seller for the Acquired Vehicle is Rs. [[Amount]] (hereinafter "Purchase Price") consisting of the following components:

1. Down-payment: Rs.[[Amount]](Due to Seller on or before execution of this agreement.)
2. Payment Due at Delivery of Vehicle to Buyer: Rs.[[Amount]]

The "down-payment" and “payment due at delivery” are to be made by Buyer to Seller in cash, or by certified check, or through another instrument acceptable to Seller. Buyer must receive permission in advance from Seller for use of a non-certified check in payment of the Purchase Price. Party, except as may be expressly provided for herein or authorized in writing.

1. DELIVERY OF ACQUIRED VEHICLE AND CONVEYANCE OF TITLE
   1. Delivery of Acquired Vehicle.

Seller shall deliver the Acquired Vehicle, and Buyer shall take possession of same, at Seller's premises (either in person or through a third party) on or before [[Date]] ("Delivery Date"). Along with the Acquired Vehicle, Seller shall also deliver the Registration Certificate in original to Buyer. If delivery is to be made at a date after the execution of this contract, it is Seller's duty to ensure that the Acquired Vehicle is delivered in the same condition as when last inspected by the Buyer (or, if no Buyer inspection, the execution date of this agreement). It is Buyer's duty, either in person or through a third party to appear at Seller's premises during standard business hours on or before the Delivery Date to remove the Acquired Vehicle from Seller's premises. However, if Buyer fails to appear at Seller's premises on or before the Delivery Date to accept possession of the Acquired Vehicle, then risk of loss passes to the Buyer on the Delivery Date.

* 1. Conveyance of Title.

Seller shall convey title to Buyer upon delivery of the vehicle to Buyer. Seller agrees and covenants to execute all documents presented by Buyer which are necessary to finalize transfer of title and registration upon the Acquired Vehicle to Buyer.

1. DUTIES AND OBLIGATIONS OF THE BUYER
   1. Buyer acknowledges that the Acquired Vehicle and related documents have been duly inspected and approved by him/her and have been found to his/her entire satisfaction.
   2. Buyer acknowledges that from the instant the Acquired Vehicle is delivered by Seller to Buyer, Buyer is solely responsible and liable for any accidents, offences or disputes regarding the Acquired Vehicle, including, but not limited to, illegal use of the vehicle, traffic violation notices, accident-related litigation, payment of related taxes, maintenance of valid insurance and updating the vehicle records with relevant RTO.
   3. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Seller on the Acquired Vehicle shall be cancelled upon delivery of the Acquired Vehicle to, and the acceptance of, by Buyer.
   4. Buyer agrees to submit a Notice of Transfer of Ownership for the Acquired Vehicle to the concerned RTA within [[No. Of days]] days from the Delivery Date. Buyer acknowledges his/her responsibility to update ownership details with the RTA.
2. MANDATORY OBLIGATIONS OF THE PARTIES.
   1. not disclose any Confidential Information to any person except to its employees or authorized agents who have a "need to know" to enable the Party to fulfill its obligations hereunder, except with the other Party’s specific prior written authorization;
3. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to that:

* 1. Warranties. This vehicle is sold "AS IS", and Seller does not in any way, expressly or impliedly, give any warranties to Buyer. Seller expressly disclaims any implied warranties of merchantability or of fitness for a particular purpose.
  2. Odometer Declaration. Seller hereby states that the odometer in the Acquired Vehicle now reads [[No. Of Kms]] Km and to the best of Seller's knowledge, it reflects the actual mileage of the vehicle described herein.
  3. Buyer Representation: The individual signing this agreement on behalf of Buyer hereby represents to Seller that he or she has the power and authority to do so on behalf of Buyer.
  4. Buyer hereby declares that the Acquired Vehicle is free from all encumbrances, liabilities and litigations to the best of his/her knowledge.
  5. All representations and warranties contained in this Agreement (if any) shall continue in full force and effect after execution of this agreement. If either party later learns that a warranty or representation that it made is untrue, it is under a duty to promptly disclose this information to the other party in writing. No representation or warranty contained herein shall be deemed to have been waived or impaired by any investigation made by or knowledge of the other party to this Agreement.

1. INDEMNIFICATION
   1. Should any party materially breach this agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorney’s fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract (including the breach of representations or warranties).
   2. This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out-of-pocket costs", as used in this contract, shall not include lost profits.
2. INTEGRATION

This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

1. SEVERABILITY

In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

1. MODIFICATION

Unless otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

1. ACKNOWLEDGEMENTS

Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, to consult with attorneys if he or she has so desired.

1. DISPUTE RESOLUTION -
   1. ARBITRATION:

a) In the event of any dispute, difference or controversy arising between the Owner and contractor in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.

b) The Seat of Arbitration will be in [[Place]] and all Arbitration proceedings will be conducted in [[Place]].

* 1. In case the dispute arises it will be adjudicated by the way of ONLINE DISPUTE RESOLUTION.
  2. All disputes, actions and proceedings shall be subject to the jurisdiction of the Courts in [[Name of the place]].

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

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]