

AGREEMENT OF SALE

This Agreement of Sale entered at _____, 2017

BETWEEN

BY:

1. Mr. _____, son of Mr. _____, aged about _____ years residing at _____, (ID NO: _____) (Mobile no _____)

hereinafter called the 'VENDOR'.

(which term shall, wherever the context so permits, mean and include his heirs, legal representatives, executors, administrators and assigns)

TO AND IN FAVOUR OF

Mr. _____, son of Mr. _____, aged about _____ years, residing at _____,

(ID NO: _____) (Mobile no _____) hereinafter called the 'PURCHASER'

(which term shall, wherever the context so permits, mean and include his heirs, legal representatives, executors, administrators and assigns)

witnesseth:

Whereas the property, viz., vacant house site measuring an extent of _____ sq.ft., bearing _____, was originally purchased by _____, son of _____ the Vendor herein, from _____ wife of _____, under a Sale Deed dated 16.09.2013, registered as document No _____ of _____, in the office of the Sub-Registrar, _____.

Whereas the Vendor has been in continuous possession and enjoyment of the above said property, viz., hereunder and have been

exercising all rights of ownership, without any let or hindrance from any person/s.

Whereas the Vendor has agreed to sell and the Purchaser has agreed to purchase the schedule mentioned property for a total consideration of Rs._____-/- (Rupees _____ only) free from all encumbrances, charges and liens.

Whereas it have been thought fit to reduce the terms of the Agreement of Sale into writing.

NOW THIS AGREEMENT OF SALE WITNESSETH:

1. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Schedule mentioned property for a total sale consideration of Rs._____-/- (Rupees _____ only) free from all encumbrances.

2. The Purchaser has agreed to pay the said sum of Rs._____-/- (Rupees _____ only) in the following manner:

(a) Rs._____-/- (Rupees _____ only) paid by cheque, bearing cheque No._____, dated 15.04.2017, drawn on _____ Bank, _____Branch, in favour of the Vendor,

(b) Rs._____-/- (Rupees _____ only) being the balance sale consideration, to be paid within 3 Months (Three Months) from this date or at the time of execution of the Sale Deed, which ever is earlier.

The receipt of the aforesaid sum of Rs._____/ - (Rupees _____ only)the Vendor do hereby admit and acknowledge and which shall form the consideration for this Agreement.

3. The Vendor shall convey the schedule mentioned property free from all encumbrances, either to the Purchaser or to his nominee/s.

4. The stamp duty and registration expenses for the sale deed shall be borne by the Purchaser or his nominee/s.

5. The parties, without fail, shall finalise the sale within 3 Months (Three Months) from the date of this Agreement . Time is the essence of this Agreement

6. In the event of any default committed by the Vendor in complying with any of the provisions of the Agreement, the Purchaser shall be entitled to enforce the Agreement specifically, without prejudice to his claim for damages.

7. In the event of any default committed by the Purchaser in complying with any of the provisions of the Agreement, the Vendor shall be entitled to enforce the Agreement specifically, without prejudice to his claim for damages.

8. The Vendor covenants with the Purchaser that the schedule mentioned property is not the subject matter of any litigation or attachment of Court of law or any other authority, and further

covenants with the Purchaser that the schedule mentioned property is not offered as security to any other person or authority on any account.

9. The Vendor further covenants with the Purchaser that no prior Agreement for Sale has been entered into with any third party in respect of the schedule mentioned property

10. The Vendor shall pay and clear all taxes, levies and other outgoings payable to the authorities concerned in respect of the schedule mentioned property till the date of execution of the Sale Deed/s.

11. The Vendor has this day handed over all the Photo copies of the documents of the schedule mentioned property to the Purchaser. The Vendor shall deliver all original documents of title to the Purchaser on the date of execution of the Sale Deed/s.

12. The Vendor hereby undertakes to provide vacant possession of the property at the time of the registration of the sale deed/s.

SCHEDULE

IN WITNESS WHERE OF the VENDOR AND PURCHASER herein have signed and executed this deed of sale Agreement on the day, month and year first above written in the presence of :

WITNESSES:

1.

V E N D O R

2.

PURCHASER