

### **AGREEMENT OF SALE**

This AGREEMENT OF SALE is made and executed on this the Day of    at   , by and between:

S/o , aged about    years, occ:   , R/o .

(Hereinafter called the “VENDOR” which term shall mean and include their Legal Heirs, Executors, Successors, Administrators, Legal Representatives and Assignees etc. of “**FIRST PART.**”)

### **IN FAVOUR OF**

S/o , Aged    years, Occ :   , R/o .

(Hereinafter called the “**VENDEE**” which term shall mean and include his Legal Heirs, Executors, Successors, Administrators, Legal Representatives and Assigns etc., of the “**SECOND PART.**”)

CONTD...2...

**WHEREAS** the Vendor is the sole and absolute owner and peaceful possessor of the Open Plot bearing No.   , admeasuring    Sq.Yds or Sq.Mts, in Sy.No.    &   , situated at   , and the said plot

purchased by the Vendor from its earlier owner , through Registered Sale Deed Document No. dated , and since then the Vendor is in peaceful possession and enjoyment of the same.

AND WHEREAS the Vendor has agreed to sell and offered in the above said house for a total sale consideration of Rs. /- (Rupees only) and the Purchaser/Vendee has agreed to purchase the same.

THAT IN PURSUANCE of the aforesaid offer and acceptance the Vendee/Purchaser has today paid an advance of Rs./-( Rupees only) to the Vendor by way of cash and the Vendor received the same and acknowledged by way of separate receipt, and the Vendee/Purchaser agreed to pay the balance sale consideration amount of Rs. /- (Rupees only) to the Vendee within days or at the time of registration.

**NOW THIS AGREEMENT OF SALE WITNESSETH AS UNDER:**

1. That the Vendor, hereby, undertakes to pay all the taxes, if any dues etc., in respect of schedule property before the date of registration of sale deed.
2. That the vendor, hereby, undertakes to execute sale deed in favor of the purchaser or his nominee/nominees.
3. That the Vendor, hereby, declares and covenant with the purchaser that the schedule property is free from all sorts of encumbrances, charges , gifts, mortgages, prior agreements, sales, litigations and court attachments etc., and the vendor have full power and absolute authority to enter into an agreement of sale with the Vendee/purchaser.
4. That the vendor, hereby, indemnify and keep the purchaser indemnified from and against all the losses, costs, expenses, damages, sustained if any to the purchaser on account of any defect in title of the vendor or from any third party claim or if the purchaser is deprived of from the part or whole of the schedule property.

5. That the vendor agreed to provide all the documents as requested by the purchaser or his legal advisor which are required to ensure the clear title of the land, before the execution of the sale deed .

6. That the Vendor agreed to hand over the vacant physical possession of the above said house to the Vendee on or before the day of Registration.

**SCHEDULE OF THE PROPERTY**

All that Open Plot bearing No. , admeasuring Sq.Yds or Sq.Mts, in Sy.No. & , situated at under , under the jurisdiction of and bounded by :

**NORTH** :  
**SOUTH** :  
**EAST** :  
**WEST** :

**IN WITNESSETH** whereof the vendor and the purchaser have signed this agreement of sale with free will and consent on this day, month and year first above written, in the presence of following witnesses:

**VENDOR**

**VENDEE**

**WITNESSES:-**

- 1.
- 2.

**R E C E I P T**

I, S/o Sri , aged about **VENDORAGE** years, occ: , R/o .., have received an amount of Rs. /-( Rupees only) by way of cash from **SRI** S/o , Aged years, Occ : , R/o ., as advance sale consideration amount towards the sale of Open Plot bearing No. , admeasuring Sq.Yds or Sq.Mts,

in Sy.No. & , situated at ., and bounded by NORTH: , SOUTH: , EAST : and WEST : and., and signed before the following witnesses.

0

**WITNESSES:-**

- 1.
- 2.