

draft

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this day of January, 2021 at Hyderabad by and between:

1. **Mr.** ____, S/o. ____, aged about ____ years, Occ: Business, R/o. ____ Aadha no. ____.

2. **Mr.** ____, S/o. ____, aged about ____ years, Occ: Business, R/o. ____ Aadha no. ____.

Hereinafter referred to as the '**VENDOR**'

AND

Mr. ____, S/o. ____, aged about ____ years, Occ: Business, R/o. ____ Aadha no. ____.

Hereinafter referred to as the '**PURCHASER**'

The terms and expressions '**VENDOR**' and '**PURCHASER**' shall mean and include their respective Legal heirs, successors, executors, administrators, legal representatives, nominees and assignees etc.

- A. WHEREAS the VENDOR is the absolute and exclusive owner and possessor of the land admeasuring _____.
- B. WHEREAS _____.
- C. WHEREAS the VENDOR for its legal and business necessities has offered to sell the Schedule Property, for a total sale consideration of Rs. ____/- (Rupees ____ only) to the PURCHASER and the PURCHASER has accepted to purchase the said property for the said sale consideration.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. In pursuance of the said offer and acceptance, the PURCHASER has paid an amount of Rs. ____/-, by way of cheque No. , dated _____, drawn on Citi Bank, Begumpet Branch, to the VENDOR and the VENDOR do hereby admits and acknowledges the receipt of the same.
2. The PURCHASER has further paid an amount of Rs. ____/- by way of cash on this day, and the VENDOR do hereby admits and acknowledge the same.
3. The PURCHASER shall pay the balance sale consideration of Rs. ____/- (Rupees ____ only) to Vendor within a period of 60 days from the date of this agreement and at the time of payment of the said balance sale consideration, the VENDOR shall execute and register the sale deed either in the name of the PURCHASER or in the name of its nominee/s.
4. The registration charges and applicable fees for registration of the sale deed shall be borne by the PURCHASER.
5. That the VENDOR shall deliver the vacant physical possession of the schedule property to the PURCHASER on the date of payment of the balance sale consideration or at the time of registration of the sale deed, whichever is earlier.
6. The VENDOR shall handover the originals of the link documents and copies of all other documents in respect of the schedule property to the PURCHASER at the time of registration.
7. The VENDOR shall pay all taxes, cess, dues payable to the government authorities on the Schedule Property till the date of execution of the Sale Deed in favour of the PURCHASER or its nominees.
8. The VENDOR shall co-operate with the PURCHASER for mutation of the property either in the name of the PURCHASER or in the name of its nominee/s and also in successfully completing the sale transaction.

9. The VENDOR hereby declare that VENDOR is the absolute and exclusive owner of the Schedule Property and that no other person(s) have any right, title or other interest and that the Schedule Property is free from all encumbrances, charges, liens, mortgages etc., of whatsoever nature. The VENDOR further declares that there are no existing agreements and the schedule property is not under attachment by any court or authority. The VENDOR shall indemnify the PURCHASER against all the losses, damages, expenses etc., which may be caused or occasioned to the PURCHASER in view of any claim by anybody or in case of any defect in the title of the VENDOR.
10. The Purchaser has verified the title and extent of the Scheduled Property and is fully satisfied with it. The Purchaser shall not raise any objections on this count hereafter.
11. It is agreed by the Vendor and the Purchaser that time is the essence of the contract. Any default in the balance payment by the Purchaser to the Vendor shall ipso-facto result in cancellation of this agreement of sale. Upon such cancellation an amount of Rs. __/- (Rupees __ only) shall be deducted as cancellation charges and the Vendor shall refund the balance consideration received to the Purchaser within 30 days of such a cancellation. Thereafter, the Purchaser shall not have any right, title, claim of whatsoever nature against the Vendor or the Scheduled Property.
12. The Purchaser shall not be entitled to claim possession of the Scheduled Property till the entire consideration is paid to the Vendor. The Vendor agrees to handover physical possession of the Scheduled Property to the Purchaser only on receipt of the entire sale consideration.

SCHEDULE OF PROPERTY

All that the land admeasuring _____, situated at _____ Village, _____ Mandal, Medchal-Malkajgiri District (erstwhile Shamirpet Mandal, Ranga Reddy District) and bounded by:

NORTH :
SOUTH :
EAST :
WEST :

In Witness whereof the VENDOR and PURCHASER have signed this Agreement of Sale on the Date Month and Year first above mentioned.

Vendor:

Purchaser:

Witness no. 1:

Witness no. 2: