

AGREEMENT OF SALE

This DEED OF SALE AGREEMENT is made and executed on this ____day of _____200__ by and between.

Sri/Smt _____ S/O, D/O _____, W/O _____, aged about ____ years, Occ : _____ R/O H. No _____ / Flat No _____, _____

PAN No _____.

Represented by their GPA/AGPA Holders

Sri/Smt _____ S/O, D/O _____, W/O _____, aged about ____ years, Occ : _____ R/O H. No. / Flat No _____, _____

PAN No _____.

Hereinafter called the Owner or Vendor of the First part.

IN FAVOUR OF

Sri/Smt _____ S/O, D/O _____, W/O _____, aged about ____ years, Occ : _____ R/O H. No _____ / Flat No _____, _____

PAN No _____.

Hereinafter referred to as Purchaser of the second part.

Both the expressions "Vendors" and "Vendee" shall mean and include all their respective heirs, executors' administrators, legal representatives, nominees, successors, and assignees etc.

WHEREAS the OWNER/DEVELOPER is the sole and absolute owner of Plot/House bearing no _____ and with total built up area of _____ in Survey No _____, admeasuring _____ or _____, situated at Registration District _____ Registration Sub District _____ Moje Village/Town _____ R. S. No _____ Block No. _____ Sub Plot. / Unit No. Heaving City Survey no _____ Plot area _____ Sq.mt. and construction is _____ Sq.mt. Known as _____ Postal Address _____ more particularly described in the Schedule hereunder.

WHEREAS the OWNER/DEVELOPER offered to sell the said property free from all encumbrances to the Vendee for a total consideration of Rs. _____ (Rupees _____ only), the Vendee paid advance amount of Rs. _____ (Rupees _____) towards sale consideration and agreed to pay the balance sale consideration of Rs. _____ (Rupees _____) within ____ days from the date of entering into this Agreement of Sale.

NOW THEREFORE this Deed of Agreement witnesses as follows:

It is hereby agreed by and between the Vendor and Vendee that the Vendee agreed to purchase the said property for a sum of Rs. _____ (Rupees _____ only) from all encumbrances subject to the following terms and conditions namely:

TERMS & CONDITIONS

1. The Vendee has paid a sum of Rs. _____ (Rupees _____ only) as advance the receipt of which the Vendor hereby admits and acknowledges. It shall be adjusted towards the purchase money when the transaction is completed.
2. The Vendee undertakes to pay the balance amount of Rs. _____ (Rupees _____ only) within ___ days, from the date of execution of this Agreement of Sale.
3. This agreement is subject to the title of the property being approved by the Vendee after perusal of encumbrance certificate and his opinion shall be final.
4. The Vendor shall obtain the encumbrance certificate on the said property for the period of 13 years, preceding the date of sale at his cost and also pay the property tax and other fore goings in respect of the said property up-to-date and shall produce the receipt thereof;
5. The Vendee shall bear all the expenses such as stamp duty, registration fees (transfer) and drafting charges and all other incidental charges in respect of the sale deed and the Vendor shall bear the cost of obtaining the encumbrance certificate.
6. The Vendor shall deliver the vacant and physical possession of the said property to the Vendee or his nominee or nominees at the time of execution and registration of the sale deed.
7. The sale deed shall be executed by the Vendor in favor of the Vendee or his nominee or nominees; on receipt of full consideration as agreed above.
8. The Vendor assures the Vendee that there is no encumbrances, charges, mortgages or subsisting agreement of sale etc., in respect of the said property in favor of any persons;
9. The sale deed shall be drafted with the usual and necessary clauses, conditions and covenants of title and indemnity.
10. The Vendor assures that the land on which the house was constructed is not an assigned land as defined in AP Assigned lands (Prohibition of Transfers) Act, 9 of 1977 and it does not belong to or under mortgage to Government or their Agencies/ Undertakings.
11. If the Vendor fails to execute and register the said sale deed within the specified time referred to above even after the receipt of consideration, the Vendor shall be liable for specific performance of this agreement and shall be liable to pay costs and damages to the Vendee;
12. If the Vendee fails to obtain the sale deed within the time specified above, by paying balance of the consideration, he shall have no claim whatsoever under this agreement.

SCHEDULE OF THE PROPERTY

All that the property bearing Plot/House bearing No _____ and with total built up area of _____ in Registration District Registration Sub District Moje Village/Town R. S. No Block No. Sub Plot. / Unit No. Heaving City Survey no

admeasuring plot area Sq.mt. and admeasuring construction is
.. Sq.mt. Known as Postal Address
.

North :
South :
East :
West :

IN WITNESS WHEREOF the Vendor and Vendee have set their hands to this deed of agreement of sale with their free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses:

WITNESSES:

1. **Signature of the VENDOR**

2. **Signature of the VENDEE**