

AGREEMENT OF SALE CUM GPA

This sale Agreement-Cum-General Power of Attorney is executed on the ____ day of _____ 20__, at _____ by:

1. "M/S _____", a partnership firm, plot no. _____, represented by its managing partner: _____ S/o, D/o, W/o Sri _____, aged about ____ years., Occ: _____, residing in plot no. _____.
2. Sri/Smt _____ S/o, W/o, D/o, _____, aged about ____ years, Occ: _____, residing in _____.
3. Sri/Smt _____ S/o, W/o, D/o, _____, aged about ____ years, Occ: _____, residing in _____.
4. Sri/Smt _____ S/o, W/o, D/o, _____, aged about ____ years, Occ: _____, residing in _____.

Here-in-after referred to as "THE VENDORS/PRINCIPALS".

IN FAVOUR OF

"M/S _____", a partnership firm, plot no. _____, _____, here-in-after referred to as "THE VENDEE/ATTORNEY", represented by its managing Partners:

1. Sri/Smt _____ S/o, W/o, D/o, _____, aged about ____ years, Occ: _____, residing in _____.
2. Sri/Smt _____ S/o, W/o, D/o, _____, aged about ____ years, Occ: _____, residing in _____.

The expressions "THE VENDORS/PRINCIPALS" and "THE VENDEE/ATTORNEY" herein above used, not only mean the respective parties of the respective terms, but also consistent to the subject and context, shall mean and include their respective heirs, legal representatives, executors, administrators and assigns.

Whereas, The vendors / principals are the absolute joint owners and peaceful possessors of the residential premises, 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 referred to as "THE SCHEDULE PREMISES", having purchased from the rightful owner Sri/Smt _____ S/o, W/o, D/o _____

Through her agreement holder/attorney Sri/Smt _____ S/o, W/o, D/o _____, by a deed of sale, dated _____ 20__, registered, as Document. No. _____ of 20__, in the office of the sub-registrar of _____

Whereas, the vendors/principals have offered to sell and the vendee/attorney has agreed to purchase the schedule premises for mutually settled and agreed sale consideration of Rs. _____/- (Rupees _____ only).

THE SALE AGREEMENT-CUM-GENERAL POWER OF ATTORNEY THEREFORE WITNESSETH:

As agreed upon mutually, the vendee/attorney has paid to the vendors/principals, the said agreed sale consideration, the receipt of which sum, duly admitting, accepting and acknowledging, the vendors/principals both hereby sell unto the vendee/attorney, the schedule premises more clearly appearing in the schedule hereunder.

Possession of the schedule premises is delivered to the vendee/attorney and the title deeds and relevant documents related thereto are handed over.

THE VENDORS/PRINCIPALS DO HEREBY AUTHORIZE AND EMPOWER THE VENDEE/ATTORNEY TO DO AND EXECUTE THE FOLLOWING ACTS, DEEDS AND THINGS IN RESPECT OF THE SCHEDULE PREMISES:

1. To possess the schedule premises and to protect from any illegal encroachments by any means and defend the title. For such purpose, to appoint advocates, agents and lawful attorneys to initiate necessary legal steps and sign on all petitions, affidavits and any other papers, documents that are necessary.
2. To sell, convey, alienate, mortgage, transfer and assign the schedule premises in favour of their nominee/s/prospective purchaser/s "AS IS" or after development, in connection therewith to obtain plan approvals, power supply and sewerage connections from the authorities concerned.
3. To enter into sale agreements, receive the sale considerations from the prospective purchasers, issue valid receipts thereto, execute sale deed/s in their favour, present the same to the appropriate registering authority for registration, admit execution thereof and to operate every act incidental to complete the registration and appropriate the sale proceeds for themselves.
4. To obtain record of evidence from the civil and revenue authorities in support of title of the vendors/principals over the schedule premises and any permissions, clearances, exemptions, certificates etc., as may be necessary for alienation of the schedule premises or part thereof.
5. Generally to do whatever in respect of the schedule premises the vendee/attorney deems fit and proper.

Exercising the power conferred herein, every act, deed and thing done and executed by the vendee/attorney in respect of the schedule premises shall be deemed and construed as the vendors/principals were personally present, done and executed and are conclusively binding on them and their personal representatives.

The vendors/principals are no way responsible for the developmental activities of the vendee/attorney, over the schedule premises, nor the sale proceeds thereof, over and above the sale consideration herein.

This general power of attorney is IRREVOCABLE in view of the nature of transaction.

THE VENDORS/PRINCIPALS DO HEREBY DECLARE, CONVENANT, ASSURE AND AGREE WITH THE VENDEE/ATTORNEY THAT:

They are the absolute owners of the schedule premises and are solely entitled to convey the same and no one else has any right, title, claim, interest and demands whatsoever. The schedule premises is free from any kind of encumbrance, mortgage, charge, due, demand, lien and court attachment. There are no cases pending in the court against the same. There are no liabilities over the same. The schedule premises is not subjected to any charge created by the vendors/principals.

If any distress is caused to the vendee/attorney in respect of the schedule premises, by reasons of any prior encumbrances, claims, superior title or defective title of the vendors/principals or for the reasons whatsoever on their part or if any undischarged liabilities arise over the same, they shall indemnify the vendee/attorney the losses, costs, expenses and damages, they may sustain.

SCHEDULE OF THE PROPERTY

All that the residential premises, situated at 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
. "THE SCHEDULE PREMISES", bounded by:

NORTH:

SOUTH:

EAST :

WEST :

And all the appurtenances annexed thereto.

For greater clarity delineated in the map annexed hereto.

In witness whereof, The vendors/principals have executed this instrument in the presence of the attesting witnesses.

- 1.
- 2.
- 3.
- 4.

WITNESSES:

- 1.
- 2.

VENDORS / PRINCIPALS

VENDEE / ATTORNEY

ANNEXURE

The residential premises, situated at 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 referred
to as "THE SCHEDULE PREMISES",

- 1. Nature of roof :
- 2. Type of structure :
- 3. Age of the Building :
- 4. Total extent of site :
- 5. Built up area :
- 6. Annual rental value :
- 7. Municipal taxes per annum :
- 8. Executants estimate of the MV
of the building :
- 9. Departmental assessed MV :

I do hereby declare that, the particulars furnished above are true and correct.

Executant.

Date :