

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the day of at Secunderabad by and between:

Mrs. , son of Mr. , aged about years, residing at , hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

A N D

Mrs. , son of Mrs. , aged about years, residing at , hereinafter referred to as the "Consenting Party" (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc

IN FAVOUR OF

Mrs. , son of Mr. , aged about years, residing at , hereinafter called the "Buyer" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

WHEREAS:

- A. The Vendor is the absolute and exclusive owner of a flat/villa in the project known as _____, situated at _____, and is herein after referred to as the Scheduled House, and more fully described at the foot of this document. The Vendor has purchased the Scheduled House by way of registered sale deed dated _____, bearing document no. _____ registered at the office of the Sub-Registrar, _____, R. R. District.
- B. The Buyer is desirous of purchasing the Scheduled House and has approached the Vendor.
- C. The Buyer has inspected all the title documents of the Vendor in respect of the Scheduled House and also about the capacity, competence and ability. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- D. The Vendor has agreed to sell the Scheduled House for a total consideration of Rs. _____/- (Rupees _____ Only) and the Buyer has agreed to purchase the same.
- E. The Consenting Party had agreed to purchase the said flat/villa from the Vendor herein as per terms and conditions mentioned in booking form no. _____ dated _____. The Consenting Party has paid an amount of Rs. _____ out of the total sale consideration of Rs. _____/- to the Vendor. The Consenting Party has sold the said flat/villa to the Buyer and has requested the Vendor to execute this agreement of sale in favour of the Vendor. The Buyer shall pay an amount of Rs. _____/- to the Vendor and the balance sale consideration to the Consenting Party. The Consenting Party shall be liable to clear all dues, if any, to any Housing Finance Companies from which the Consenting Party has taken a loan for purchase of the said flat/villa. Accordingly, at the request of the Vendor and the Buyer the Consenting Party has joined in executing this agreement as his/her confirmation of the above.
- F. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase the Scheduled House for a total sale consideration of Rs. _____/- (Rupees only).
2. That the Buyer has paid an amount of Rs. _____/- (Rupees _____ Only) to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
3. The Buyer agrees to pay the balance sale consideration amount of Rs. _____/- to the Vendor in within _____ days from the execution of agreement of Sale.
4. That on payment of the full consideration amount as mentioned above and the Vendor shall deliver the possession of the Schedule House to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the Schedule House and enjoy the same with all the rights and privileges of an owner.

5. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
6. The Vendor covenants with the Buyer that the Schedule House is free from all encumbrances, charges, gifts, mortgages, liens, and court attachments.
7. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
8. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.
9. The Consenting Party hereby indemnifies the Vendor and the Buyer against any claims from third parties deriving their interest from the Consenting Party. The Consenting Party, on receipt of the all dues to him/her, further confirms that he/she shall have no further right, title, interest or claim on the said flat/villa or against the Vendors or Buyer.

DESCRIPTION OF THE SCHEDULED HOUSE

All that portion forming flat no. _____ on the first floor in block no. 'A' admeasuring _____ sft. of super built-up area (i.e., _____ sft. of built-up area & _____ sft. of common area) together with proportionate undivided share of land to the extent of _____ sq. yds. and reserved parking space for single car admeasuring about 100 sft. in the residential complex known as _____, situated at _____, marked in red in the plan enclosed and bounded as under:

Plan showing Apartment No. _____ on the first floor in block 'A' of '_____' Situated at _____.

Vendor:	Mr.
Buyer:	Mr.
Flat area:	Sft.
Undivided share of land:	Sq.Yds.

Boundaries :

North by:
 South by:
 East by:
 West by:



Witness:

1.

VENDOR

2.

BUYER

OR

ALL THAT PIECE AND PARCEL OF LAND bearing Plot / House no. _____
admeasuring about _____ sq. yds. forming a part of land in _____, situated at _____, marked
in red in the plan enclosed and bounded as under:

North By	
South By	
East By	
West By	

WITNESSES:

1.

VENDOR

2.

BUYER