**AGREEMENT  OF  SALE**

**THIS AGREEMENT OF SALE** is made and executed on this the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DATE   by and between :-

**Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**aged \_\_\_\_years resident of H.No:- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(HEREINAFTER TO BE  CALLED AS “Parties of the First Part” the said terms shall wherever the contest so admits mean and include its   executors, assignees etc., of the FIRST PART).

                                                            **A N D**

**Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Age \_\_ yrs R/o : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

(HEAREINAFTER TO BE CALLED AS “Party of the Second Part” the said terms shall wherever the contest so admits mean and include their heirs, executors, successors, legal representatives and assignees etc., of the SECOND PART).

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WHEREAS the Parties of the First Part is the absolute owner and possessor of House bearing No. H.No:- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ totally admeasuring \_\_\_\_\_\_ sq Yards Situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, out of which the parties of the first part have agreed to sell a small portion admeasuring \_\_\_\_sq yards on the western side of the house more fully described in the Schedule hereunder written and for brevity’s sake hereinafter referred to as the SCHEDULE PROPERTY.

AND WHEREAS the PARTIES OF THE FIRST PART of the first part have offered to sell the shedule property.

WHEREAS in pursuance of the above offer made by the Parties of the First Part, the Party of the Second Part have agreed and accepted to purchase the schedule property for a total sale consideration of Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).

WHEREAS the Parties of the First Part and Party of the Second Part in pursuance of the above offer and acceptance have deemed it fit and proper to bring the terms and conditions of sale into writing, Hence this AGREEMENT of SALE.

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

1. That in consideration of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only). The Parties of the First Part hereby agree and under take to sell and the Party of the Second Part hereby agrees and undertakes to purchase the schedule property.
2. The Party of the Second Part on the day of execution  of this agreement of sale i.e. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_date  have paid to the PARTIES OF THE FIRST PARTS  full sale consideration of Rs. \_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) by way of

demand draft No\_\_\_\_\_\_\_\_\_ amounting to Rs \_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_ Only) Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_bank,

demand draft No\_\_\_\_\_\_\_\_\_ amounting to Rs \_\_\_\_\_\_\_\_/-(Rupees \_\_\_\_\_\_\_\_ Only) Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_bank,

 the Party of the First Part hereby Admit and acknowledge  the receipt  of the same. PARTIES OF THE FIRST PARTS shall after receiving the full Consideration into their bank account execute and register the sale deeds in favour of the Party of the Second Part. Duly alienating, conveying and transferring the schedule property admeasuring \_\_\_\_\_ Square yards. After paying the full sale consideration, the party of the second part shall get the schedule property registered at its own cost.

1. The Party of the Second Part has already seen and satisfied himself of the title deeds and taken legal opinion on the property.

4.      The Parties of the First Part hereby declare that they are having clear, subsisting marketable title in and over the schedule of property, which is free from all encumbrances. .

5.      The Parties of the First Part hereby assures the Party of the Second Part that they are the sole, Absolute and exclusive owners and possessors of the schedule property and further they assure that except the Parties of the First Part herein, there is no other person or persons having any manner of title, right, interest and claim in and over the schedule property.

6.      The Parties of the First Part hereby assures the Party of the Second Part that there are no prior agreements /executed by themselves or along with other Parties of the First Part herein in favour of any other person or persons whomsoever prior to the execution of this Agreement of Sale in respect of schedule property.

7.      The Parties of the First Part hereby agrees and undertake to handover Xerox Copies of all the link documents i.e. title deeds and the revenue record etc., at the time of registration of Sale Deed in favour of the Party of the Second Part herein.

8.      The Parties of the First Part shall execute register Sale Deed in favour of Party of the Second Part within one week from this day.

IN WITNESS WHERE OF both the parties i.e., parties of the first and second parts have put their hands and signed on this Agreement on the day, month and year herein above mention.

WITNESSESS

1.

Parties of the first part                                    1.

2.

2.                                                                                                         Party of the Second Part

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SCHEDULE OF THE PROPERTY Western Portion of the House bearing plot No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_admeasuring \_\_\_\_ Sq. Yards Equivalent to \_\_ Sq Mts in survey Nos. House bearing No. \_\_\_\_\_\_\_\_\_\_ (Old No.\_\_\_\_\_\_\_\_\_\_), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Bounded By:-

NORTH         :

SOUTH          :

EAST              :

WEST             :

Dimentions of the portion under agreement of sale