

THIS AGREEMENT made this _____ day of _____ BETWEEN (1) _____, son of _____ and (2) _____, son of _____ both residing at _____ hereinafter called the **VENDORS** (which expression unless excluded by or repugnant to the context shall be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART** AND _____ son of _____ residing at _____ hereinafter called the **PURCHASER** (which expression shall be deemed to mean and include his heirs, executors, administrators, successors, legal representatives and/or assigns) of the **OTHER PART:**

WHEREAS:

- A. The Vendors have represented to the Purchaser that the Vendors are the sole and absolute owners and/or well and sufficiently entitled to and seized and possessed ALL THAT piece and parcel of land admeasuring _____more or less together with the Building thereon situate lying at and being Premies No. _____more fully described in the Schedule hereto and hereinafter referred to as the '**said Premises**'.
- B. The Purchaser relying on the aforesaid representation of the Vendors have agreed to purchase and the Vendors have agreed to sell the said Premises on the terms and conditions mentioned hereunder.

NOW IT IS HEREBY AGREED AND DECLARED as follows:

- 1. The Vendors have agreed to sell transfer and convey and the Purchaser has agreed to purchase on "as is where is basis" partly tenanted and partly unauthorisedly occupied ALL THAT the said Premises more fully described in the Schedule hereunder written on the terms and conditions hereinafter contained.
- 2. The total consideration and/or sale price payable by the Purchaser to the Vendors in respect of the said Premises shall be Rs. _____/- (Rupees _____) only out of which the Purchaser has at or before the execution hereof paid to Vendors as earnest money and/or part consideration a sum of Rs. _____/- (Rupees _____) only (the receipt whereof the Vendors doth hereby as well as by the memo hereunder written admit and acknowledge).

- 2.1 The balance consideration of Rs. ____/- (Rupees ____) only shall be paid by the Purchaser to the Vendors at or before the execution and registration of the Deed of Conveyance and delivery of possession of the said Premises by the Vendors to Purchaser (with tenants and unauthorised occupants).
3. Simultaneously herewith the Vendors shall deliver Xerox copies of all the documents of title relating to the said Premises to the Purchaser and shall also produce the originals thereof as are available with the Vendors for the inspection whenever be required by the Purchaser.
4. The Purchaser shall arrange for at his cost and expenses Mutation of the subject property in favour of the Vendors in the records of the ____ and Mutation Fee as may be payable and expenses involved in connection therewith shall be borne by the Purchaser.
5. The outstanding Corporation Rates and Taxes, maintenance charges and all outgoings in respect of the said Premises upto the date of completion of sale of the said Premises in terms hereof shall be borne and paid by the Purchaser.
6. The Purchaser has agreed to purchase the subject property with the existing tenants and unauthorised occupants at his risk and responsibility and the Vendors have no risk and liability whatsoever for such tenants and unauthorised occupants.
7. In addition to the total consideration money of Rs. ____/- (Rupees ____) only, the Purchaser shall on or before ____, pay to the Vendors a sum of Rs. ____/- (Rupees ____) only (lump sum) towards reimbursement of expenses incurred by the Vendors for certain repairing works recently carried out as settled verbally before execution of these presents.
8. The Vendors have at or before the execution hereof delivered to the Purchaser a part of the first Floor area of the said Premises.
9. Within ____ the Purchaser shall forward to the Vendors the draft Deed of Conveyance in respect of the said Premises which shall be settled and finalized by the parties hereto.
10. The sale of the said Premises shall be in favour of the Purchaser and/or its nominee or nominees and shall be free from all encumbrances whatsoever.
11. Within ____ the Deed of Conveyance shall have to be executed and the Vendors shall execute and register the same in favour of the Purchaser and/or his nominee or nominees. The Stamp Duty, Registration fees and expenses shall be borne and paid by the Purchaser.
12. The Vendors shall deliver possession of the said Premises (with the existing tenants and the unauthorised occupants) to the Purchaser and/or its nominee or nominees upon execution and registration of the Deed of Conveyance and shall also deliver to the Purchaser all the Original Title Deeds, documents and papers relating to the said Premises.
13. In case the Vendors comply with and are ready and willing to comply with their obligations hereunder and the Purchaser fails and/or neglects to comply with its obligations hereunder, then and in such event the Vendors shall have the liberty either to rescind this contract or to sue the Purchaser for specific performance and/or damages. In case of rescission, the Vendors shall simultaneously refund the earnest money and all other monies paid by the Purchaser hereunder.

- 14. In case the Purchaser complies with and/or is ready and willing to comply with its obligations hereunder and the Vendors fail and/or neglect to comply with their obligations hereunder and/or to complete the sale in terms hereof then and in such event the Purchaser shall have the option either to rescind the contract and claim refund from the Vendors of the said earnest money paid in pursuance of this agreement.
- 15. It is further made clear that the execution of the Deed of Conveyance shall have to be completed on or before _____ and no extension of time shall be granted by the Vendors and the time is essence of this Agreement.

THE SCHEDULE ABOVE REFERRED TO

(the said Premises)

ALL THAT piece or parcel of land admeasuring _____ within the Municipal Limits of the _____ butted and bounded in the manner following i.e. to say -

ON THE NORTH : By _____ ;
ON THE EAST : By _____ ;
ON THE SOUTH : By _____ ; and
ON THE WEST : By _____ .
.

IN WITNESS WHEREOF the parties have executed and delivered these presents the day month and year first above written.

SIGNED, SEALED AND DELIVERED by (1)
VENDORS abovenamed at _____ in the
presence of:

(2)

SIGNED SEALED AND DELIVERED by the
PURCHASER abovenamed at _____ in the
presence of:

RECEIPT

Received from the withinnamed Purchaser the earnest money and/or part consideration in respect of the said

Premises _____ as per memo below

Rs. _____.00

(Rupees _____ only).

MEMO OF CONSIDERATION

1. By cheque No dated

drawn onin favour of Rs._____-/-

_____.

2. By Cheque No.
.....dated.....drawn on
.....in favour of _____

Rs. _____/-

.

(Rupees _____ only).

Rs . _____
=====

WITNESSES :

VENDORS

DATED DAY OF

BETWEEN

AND

..... Vendors

AND

.....Purchaser

AGREEMENT FOR SALE
