

AGREEMENT OF SALE WITH POSSESION

This Agreement to Sale is made on this _____th day of _____ in Christian Year _____executed at _____

Between

Shri _____, aged _____, doing_____having Address at _____(PAN NO. _____) hereinafter called the "Party.1/VENDOR " (which expression shall unless it be repugnant to the context or meaning thereof deemed to include the heirs, legal representatives, and executors of all its partners and assigns) of the FIRST PART.

AND

Shri _____aged _____years PAN NO.(_____) doing_____, residing at, _____ Gujarat hereinafter called the "Party.2/VENDEE" (which expression shall unless it be repugnant to the context of meaning thereof deemed to include his/her heirs, executors and administrators) of the SECOND PART.

Whereas Party No.1 is the bonafide allottee/owner in possession of property bearing number_____out of his bonafide needs and requirements, has agreed to sell the aforesaid _____ for a sum of Rs._____ and Party No.2 has agreed to purchase the said _____ from Party No.1.

AND WHEREAS Party No.1 admits that the said amount of Rs._____ if the full and final payment in respect of the said property. The Party No.1 has represented to party No.2 that the said _____ is self-acquired/hereditary _____ of party No.1 in which her heir's successors, family members or anyone else have no right, title, interest or concern of any nature whatsoever and as such Party No.1 is fully competent to enter into this agreement and transfer his all the rights in favour of Party No.2 on the terms and conditions agreed between the parties and are mentioned hereunder: -

NOW THIS AGREEMENT TO SALE WITNESSETH AS UNDER: -

1. That the total and entire sale consideration amount of Rs._____ of the _____ has been received by party No.1 from Party No.2 vide separate legal receipt as per given details:

Banker Cheque No_____ Dated _____ issued in the name of Party No.1 and is drawn on _____And on the receipt of the said amount the Party No.1 admits that nothing remains due from Party No.2.However, all the statutory dues and expenses will be borne by Party No.2 including the Stamp duty on the registration of Conveyance Deed. Party No.1 has been handed over the vacant possession of the aforesaid _____ to Party No.2 hereafter. That the actual physical possession of the above said property has been handed over by the Party.1/Vendor to the Party.2/Vendee who shall be entitled to possess the same hereafter

2. That Party No.1 assures Party No.2 that the aforesaid _____ is free from all sorts of encumbrances such as prior sale, gifts, mortgage, litigation, disputes, stay orders, attachments, notifications, acquisitions, charges, liens, sureties, securities, HUF, Benami, ownership or any other registered or unregistered encumbrances and if this fact is found otherwise as a result of which a part or whole of the aforesaid _____ goes out from the hands of Party No.2 then Party No.1 will indemnify the loss thus suffered by Party No.2.

3. That party No.1 has undertaken and agreed not to create any disputes or encumbrances in respect of possession or ownership of the said _____ in future.

4. That Party No.1 admits its liability that in case of any encumbrances or in case the allotment gets cancelled then Party No.1 admits its liability to pay the amount of Rs._____ apart from interest and damages to Party No.2 and also apart from the refund of the amount of Rs._____ being paid under this agreement to sale.

5. That the Party No.1 has agreed to communicate the Party No.2, the necessary requirements required to be compiled for execution and Registration of conveyance Deed.

6. That Party No.1 will have no objection if Party No.2 transfer all rights vested in her vide this Agreement to anyone else or gets the sale effected in her name or in the name of her nominee.

7. That Party No.1 shall not violate any of the terms and conditions of this agreement in future failing which Party No.2 will have a right to enforce this agreement through a competent court by a suit for specific performance or otherwise at the costs, risks and consequences of Party No.1.

8. That the Party No.1 admits that he has been left with no rights, titles, interest or concern of any nature whatever in the aforesaid _____.

9. That in fact after receiving the entire sale consideration of Rs. _____from Party No.2 and after Party No.2 has paid/deposited the entire balance consideration amount the Party No.2 has not to do any other act except the same if conveyed by the Party No.1 as such Party No.2 shall be entitled to get the conveyance Deed executed either from Party No.1 or if permissible at any point of time and period of limitation shall not be applicable in the transaction.

Whereas vendor is an absolute owner and in procession or otherwise entitled to physical and legal possession of the property no. _____ situated at _____ in Taluka _____ District _____ which is bounded as under:-

East:

West:

North:

South:

SIGNED, SEALED AND DELIVERED BY
Seller/Vendor..... in the
presence of.....

SIGNED, SEALED AND DELIVERED BY
Purchaser/Vendee in the
presence of

WITNESSES:

(1) _____

(2) _____

SCHEDULE UNDER SEC-32 (A) OF INDIAN REGISTRATION ACT-1908

NAME OF SELLER/VENDOR	PHOTO OF SELLER/VENDOR	THUMB PRINT	SIGNATURE OF SELLER/VENDOR

NAME OF PURCHASER/VENDEE	PHOTO OF PURCHASER/VENDEE	THUMB PRINT	SIGNATURE OF PURCHASER/VENDEE