

# COMPETENT BUILDERS AND DEVELOPERS

NARIYAWAL, BEHIND BICHIA CHOTI TEMPLE, POST-P.A.C., BAREILLY (U.P.)

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## Agreement of Sale of Plots

THIS AGREEMENT OF SALE executed on the..... day of..... Two Thousand Seven, between AB son of....., ..... residing at....., ..... hereinafter called the seller of the one part

and

\_\_\_\_\_ son of..... resident at..... hereinafter called the purchaser of the other part, (The expressions "seller" and "purchaser" wherever they occur in these presents, shall unless the context otherwise admits, also mean and include their respective heirs, executors, administrators, legal representatives and assigns).

WHEREAS the seller is the sole and absolute owner of the plot more fully set out in the Schedule hereunder:

AND WHEREAS it is agreed that the seller shall sell and the purchaser shall purchase the said plot for a sum of Rs..... (Rupees.....) free of all encumbrances.

NOW THIS AGREEMENT OF SALE WITNESSETH AS UNDER:

1. The price of the plot more fully set out in the Schedule hereunder is fixed at Rs..... (Rupees.....) free of all encumbrances.
2. The purchaser has paid to the seller this day, a sum of Rs..... (Rupees.....) by way of earnest money for the due performance of the agreement, the receipt whereof the seller doth hereby admit and acknowledge.
3. The time for performance of the agreement shall be..... months from the date hereof and it is agreed that the time fixed herein for performance shall be of the essence of this agreement.
4. The purchaser shall pay to the seller the balance sale price of Rs..... (Rupees.....) before registration of the conveyance deed.
5. The seller agrees that he will deliver vacant possession of the plot to the purchaser before registration of the conveyance deed. Or alternatively, the seller agrees that he will put the purchaser in constructive possession of the plot by causing the tenants in occupation of the plot to attorn their tenancy to the purchaser.
6. The seller shall execute the conveyance deed in favour of the purchaser or his nominee as the purchaser may require.

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7. The seller shall hand over all the title deeds of the plot to the purchaser or an advocate nominated by him within..... days from the date of this agreement for scrutiny of title and the opinion of the seller's advocate regarding title to the plot shall be final and conclusive. The purchaser shall duly intimate the seller about the approval of title within..... days after delivering the title deeds to him or to his advocate.

8. If the seller's title to the plot is not approved by the purchaser, the seller shall refund the purchaser the earnest money received by him under the agreement and on failure of the seller to refund the same within..... days, he shall be liable to repay the same with interest thereon at the rate of..... per cent per annum.

9. If the purchaser commits a breach of the agreement, he shall forfeit the earnest amount of Rs..... (Rupees.....) paid by him to the seller.

10. If the seller commits a breach of the agreement, the seller shall not only refund to the purchaser the sum of Rs..... (Rupees.....) received by him as earnest money, but shall also pay to the purchaser an equal sum by way of liquidated damages.

11. Nothing contained in paras 9 and 10 above shall prejudice the rights of the parties hereto specific performance of this agreement of sale/purchase.

## Schedule of Plot

House No..... situated in.....

On its North is.....

South is.....

East is.....

West is.....

IN WITNESS WHEREOF the seller and the purchaser have set their respective hands to the agreement of sale/purchase on the day, month and the year above written, in the presence of the following witnesses: Witnesses:

(1) Name :

Father's Name :

Address :

Signature :

Seller

(2) Name :

Father's Name :

Address :

Signature :

Purchaser