

ANOTHER FORM OF AGREEMENT FOR SALE OF FREE HOLD PROPERTY

THIS AGREEMENT is made at _____ the _____ day of _____ between Mr. A (hereinafter called 'the Vendor') of the One Part and Mr. B (hereinafter called 'the Purchaser') of the Other Part;

WHEREAS –

1. The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land and premises situate at _____ and more particularly described in the Schedule hereunder written.
2. The Vendor has agreed to sell the said land and premises to the Purchaser at the price and on the terms and conditions hereinafter mentioned.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Vendor shall sell and the Purchaser shall purchase the said land and premises more particularly described in the Schedule hereto for a price of Rs. _____ out of which the Purchaser has paid to the Vendor a sum of Rs. _____ as earnest money on the execution of this agreement (receipt whereof the Vendor doth hereby admit) and the balance will be paid on the execution of the Deed of Conveyance as hereinafter mentioned.
2. The Vendor shall make out a marketable title to the said property free from encumbrances and reasonable doubts.
3. The Vendor shall deliver the title deeds relating to the said property in his possession or power within eight days from the date thereof for inspection thereof by the Purchaser or his Advocate for investigation of title. The said document may be handed over to the Purchaser's Advocate against his personal acknowledgement / accountable receipt for the sake of convenience, if so required by the Purchaser's Advocate.
4. The Purchaser shall deliver the requisitions and objections (if any) in respect of the title and all other matters arising upon the title deeds and general searches made by the Purchaser's Advocate, or this Agreement to the Vendor's Advocate within 14 days after the day of the delivery of the title deeds for inspection as aforesaid and the replies to answers shall be given by the Vendor within 7 days after the receipt thereof and in these respects time shall be of the essence of the contract. In default of or subject only to any such requisitions and objections so made the Purchaser shall be deemed to have accepted the title.
5. If the Purchaser shall insist on any requisitions or objection of any kind which the Vendor shall be unable or unwilling to remove or comply with the Vendor may (notwithstanding any intermediate negotiations or litigation in respect thereof) give notice in writing to the Purchaser or his Advocate of the intention of the Vendor to rescind this contract unless such requisition or objection shall be withdrawn and if such notice shall be given and the requisition or objection shall not be withdrawn within 7 days after the day on which the notice was sent, this contract shall without further notice stand rescinded. The Vendor shall thereupon return to the Purchaser the deposit but without any interest, costs or other compensation or payment whatsoever.
6. The outgoings in respect of the said property by way of property taxes, ground rent, land revenue, payable till the completion of the sale will be paid by the Vendor and thereafter they will be paid by the Purchaser and the same if necessary will be apportioned as on the date of completion, of this transaction.
7. The sale will be completed within a period of four months from the date hereof.

8. The sale will be completed by the Vendor executing a Deed of Conveyance in favour of the Purchaser or his nominee against the Purchaser or his nominee paying the said purchase price, less the amount of earnest money paid as aforesaid. The draft of the Deed of Conveyance will be prepared by the Purchaser's Advocate and approved by the Vendor's Advocate.
9. On completion of the sale as aforesaid, the Vendor will give possession of the said property to the Purchaser by delivering vacant possession of such portion thereof as is vacant and by attorning tenants of such portion thereof as are occupied by them, to the Purchaser.
10. The Vendor declares that the said property is not subject to any acquisition or requisition and no notice has been received by him for carrying out any heavy or structural repairs. If any notice for acquisition or requisition or structural repairs is issued and received by the Vendor before completion of sale, the Purchaser will have the option to cancel this agreement and in that event the Vendor will return the earnest money paid to him by the Purchaser.
11. If the Vendor fails to make out a marketable title as aforesaid, the Purchaser will have the right to cancel this agreement by giving at least fifteen days prior notice to the Vendor to that effect and on the expiration of the said period, the agreement shall stand terminated and in that event the Vendor will return the earnest money to the Purchaser and each party will bear and pay the costs of and incidental to this agreement.
12. If the Vendor makes default in completing the sale within the stipulated period, the purchaser shall, have the right to make time essence of the contract and to cancel this agreement thereafter by giving at least fifteen days notice to the Vendor to that effect and on the cancellation of the agreement, the Purchaser shall be entitled to claim and recover from the vendor not only the said amount of earnest money but also all costs, charges and expenses incurred by the Purchaser of and incidental to this agreement and the damages suffered by him. This is without prejudice to the right of the Purchaser to seek specific performance of this agreement through Court.
13. If the Purchaser makes default in completing the sale, within the stipulated period, the Vendor shall be entitled to make time essence of the contract and to cancel this agreement, thereafter by giving at least fifteen days notice in writing to the purchaser to that effect and on the cancellation of the agreement, the Purchaser will forfeit his right to the said earnest money which will be appropriated by the Vendor towards his claim for damages including the costs, chares and expenses of and incidental to this agreement.
14. Before execution of the deed of sale, the Vendor will obtain Income Tax Certificate under Section 230A of the Income Tax Act, 1961 as a condition precedent to the completion of sale.
15. The expenses by way of stamp duty payable on this agreement and the Deed of conveyance and any other document if executed pursuant to the agreement and the registration charges in respect thereof will be shared and paid by the parties hereto in equal shares and each party will bear and pay his advocates fees and other expenses incurred by him.
16. The Vendor shall pay brokerage to Mr. _____ at the rate of _____ per cent of the price and the Purchaser shall pay brokerage to Mr. _____ at the same rate if and when the sale is completed but not otherwise.

IN WITNESS WHEREOF the Parties have put their respective hands the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

(Particulars of the Property)

Signed and delivered by the
withinnamed Vendor

Mr. _____
in the presence of

Signed and delivered by the
within named Purchaser

Mr. _____
in the presence of