

AGREEMENT OF SALE

This **AGREEMENT OF SALE** is made and executed on **29th March 2022**, at **Hyderabad, T.S.** by:

Masarat Jahan W/o Nisar Ahmed aged about 53 years. Occupation: Housewife, R/o H.No. 2-4-128, Plot No. 50, Chandulal Bowli, Sikh Village, Secunderabad, Telangana - 500009. Aadhaar No. XXXX XXXX 9848.

(Hereinafter referred to as the “**Vendor/First Party**” which term unless repugnant to the context shall mean and include his respective heirs, successors, Legal Representatives, executors, Assignees, Attorneys, etc.) of the **FIRST PART**.

IN FAVOUR OF

(Hereinafter referred as “**Vendee/Second Party**” which term unless repugnant to the context shall mean and include her respective heirs, successors, Legal Representatives, executors, Assignees, Attorneys, etc.).

Whereas the **Vendor/First Party** is the sole absolute owner and peaceful possessor of Property House Bearing Municipal No. 8-1-21/111, on Plot No. 111, in Survey No. 190, 192 & 193, admeasuring 311.00 Square Yards or equivalent to 260 Square Meters, Consisting of Ground + First Floor, situated at Surya Nagar Colony, Ali Bagh, Tolichowki, Hyderabad, T.S. (Hereinafter referred as **Schedule Property**). The Vendor has acquired the same from her husband **Nisar Ahmed** by virtue of **Registered Gift Deed** bearing **Document no 1832/2022**, dated 9th March 2022, registered at the office of Sub-Registrar, **Banjara Hills**, Hyderabad.

Whereas **Nisar Ahmed** had acquired the Schedule Property from Mrs. Hameeda Begum W/o Mr. Asadullah Mohammed by virtue of **Registered Sale Deed** bearing **Document no 7956/2017**, dated 23rd December 2017, registered at the office of Sub-Registrar, **Banjara Hills**, Hyderabad and **Registered Agreement of Sale Cum General Power of Attorney (AGPA)**, bearing Document No. 2270/2015, dated 18th May 2015, registered at the office of Sub-Registrar, **Charminar**, Hyderabad from.

Whereas Mrs. **Hameeda Begum** W/o Mr. Asadullah Mohammed had purchased the Schedule Property from Smt. Nafeesa Fathima W/o Md. Farooq Ahmed D/o Md. Manzoor Ahmed through **Registered Sale Deed**, Bearing **Document No. 4259/1992, Book-I, Volume: 1295, Pages:133 to 148**, dated 16th November 1992, registered at the office of Sub-Registrar, **Khairtabad**, Hyderabad.

Whereas the said Smt. **Nafees Fathima** D/o Md. Manzoor Ahmed had purchased the Plot No. 111 from The Surya Nagar Co-Operative Housing Society Ltd, Rep by its President A. Vijaya Kumar Raju and its Secretary Sri K.R. Raghava Reddy through **Registered Sale Deed** bearing **Document No. 1240/1982, Book-I, Volume: 1035, Pages 395 to 404, dated 3rd March 1982**, registered at the office of **R.O., Hyderabad**. The said Smt. Nafees Fathima has got clearance from the Urban Land Ceilings, Hyderabad Vide L.Dis.S.O & C.A.ULC No. D1/1372/26/92, dated 21-10-1992.

Whereas the Mrs. **Hameeda Begum** W/o Mr. Asadullah Mohammed had obtained permission from the MCH Vide Permit No. 450/6 of 1994 in File No. 314/Open/8/93 for construction of G+1 on the same. Mrs. Hameeda begum had constructed Ground+1 floor on the plot Bearing Municipal No. 8-1-21/111, on Plot No. 111, in Survey No. 190, 192 & 193, admeasuring 311.00 Square Yards or equivalent to 260.00 Square Meters. Total Constructed area amounts to 4,500 Square Feet on Ground and First Floor.

Whereas the **Vendor** is the sole and absolute lawful owner and in peaceful possession of the Property House Bearing Municipal No. 8-1-21/111, on Plot No. 111, in Survey No. 190, 192 & 193, admeasuring 311.00 Square Yards or equivalent to 260 Square Meters, Consisting of Ground + First Floor, situated at Surya Nagar Colony, Ali Bagh, Tolichowki, Hyderabad, T.S. The Schedule Property is delineated in Plan annexed hereto marked in Red Color.

Whereas Nisar Ahmed had acquired the PTIN for the Schedule Property and the PTIN allocated to Municipal No. 8-1-21/111 is **1100866575** on 20-02-2020. There is no Property Tax due on this PTIN as of the date of this Agreement of Sale.

That the Vendor has accepted to Sell the Schedule Property to the Vendee for a consideration of Rs. _____/- (Rupees _____ only) and the Vendee has agreed to Purchase it.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS UNDER:

1. That in pursuance of the offer and acceptance, the Vendee has paid an amount of Rs. _____/- (Rupees _____ only) as per the below schedule and the receipt of which the Vendor herein admits and acknowledges, the balance amount of Rs. _____/- (Rupees _____ only) as will be paid as per the below schedule.

Detail of Installments Payable	Amount
At time of Agreement Paid vide - Receipt No 01	Rs.
Two months from the date of this Agreement of Sale	Rs.
Three months from the date of this Agreement of Sale	Rs.
Total	Rs.

2. The **Vendor** and the **Vendee** have agreed that an extension of 7 days only will be granted to complete the balance payment to the Vendor, however this extension of time shall be granted only on prior intimation (15 days before the due date) to the Vendor by the Vendee and the Vendor should accept the extension in writing. Once the complete Payment is made to the Vendor, the Vendor shall execute the Sale Deed without any delay.
3. The **VENDEE** has agreed to pay the remaining balance as per the above schedule, if the installment is not given to the **VENDOR** as per the above schedule, an amount equal to 30% of the first installment will be deducted and the agreement will be terminated.
4. The **VENDOR** hereby agrees to deliver possession of the Schedule Property on the date of Registration, after the Registration formalities and payments are completed.
5. That the **VENDOR** shall not be responsible for any damage or loss by reasons of War, Civil Commotions etc., or due to any act of God or by any difficulty arising due to any Government Ordinance, Notification or Order by Semi Government or Local Authority etc., after the delivery and handing over the possession of the Schedule Property to **VENDEE**.
6. Upon possession of the said Schedule Property being delivered to the **VENDEE**, the Vendee shall be entitled to the use and occupy the said Schedule Property and thereafter they shall not have any claim against the **VENDOR** in regard to any item of work construction of the said Schedule Property.
7. The **VENDEE** shall not use the Schedule Property in a way which may or is likely to cause nuisance to occupiers of the neighboring properties nor for any illegal or immoral purposes.
8. The **VENDEE** shall not store in the said tenement any goods hazardous or of combustible nature.
9. The **VENDEE** from the date of possession shall maintain the Schedule Property at their own cost.
10. In case the **VENDOR** fails to fulfill the terms of this agreement, the **VENDOR** agrees to pay the entire amount received from the **VENDEE** as on that date. And the **VENDEE** shall not be entitled to claim any damage or interest thereon.
11. That **both the parties** have mutually agreed that if any party violates the terms of this agreement, in case of any dispute or misunderstanding between the **VENDEE** and the **VENDOR** they have to appoint three arbitrators (one arbitrator by each party and third arbitrator with the unanimous consent of both the parties) to settle the differences / disputes, if any.

12. That the Vendor hereby covenant and assures the Vendee that the Schedule Property hereby conveyed is free from all encumbrances, charges, mortgages, disputes, litigations, prior sale agreements, wills, court attachments etc. whatsoever either by the Government or Public.
 13. That the Vendor hereby declares, covenant and assures the Vendee that all dues and duties payable in respect to the Schedule Property hereby conveyed have been paid to all the Government Authorities and Statutory other bodies. If in Future there shall be any claim made by any authority/body for the period relating and prior to the date of the Agreement of Sale, the same shall be borne and discharged by the above-named Vendor.
 14. That the Vendor will hand over the Original Sale Deed, Link Documents, and all relevant papers etc., pertaining to the Schedule Property to the Donee for their records at the time of Registration of Sale Deed.
 15. That the **VENDEE** hereby agreed to pay the following charges, in addition to the sale consideration:
 - a) All costs, charges and expenses payable on all instruments and deeds to be executed in favor of the **VENDEE**, including Sale Deed, registration charges and other related charges like GST (as per Government notification), Registration Charges, Mutation Charges etc., shall be borne and paid by the **VENDEE**.
 - b) Further, if there is any additional levy, rate or charge of any kind attributable to the Apartment, as a consequence of any order of Government/Statutory or other Local Authorities, the same, if applicable, shall also be payable by the **VENDEE**, only. From the date of registration of the Schedule Property and not retrospective dues.
 - c) That the **VENDEE** shall bear all expenses by way of a stamp duty, registration charges and other incidental charges required for execution and registration of the said deed for conveying the Schedule Property.
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SCHEDULE OF PROPERTY

All that the Property House Bearing Municipal No. 8-1-21/111, on Plot No. 111 , in Survey. No. 190, 192 & 193, admeasuring 311.00 Square yards or equivalent to 260 Square meters, Consisting of Ground + First Floor (**PTIN – 1100866575**), situated at Surya Nagar Colony, Ali Bagh, Tolichowki, Hyderabad, T.S., bounded by: -

NORTH: H. No. 8-1-21 / 112, Plot No .- 112
SOUTH: H. No . 8 - 1-21/110, Plot No . 110
EAST: 20' Wide Road
WEST: H. No . 8 - 1- 21/108, Plot No . 108

1. Nature of Roof: R.C.C.
2. Age of Building: 39 Years
3. Total Extent of Site: 311.00 Square Yards
4. Built-up area of Site: 4,500.00 Square Feet (2,250 Square Feet – Ground Floor)
(2,250 Square Feet – First Floor)
5. Party's own estimate
of M.V. of the Property: Rs. 1,35,34,000/-

IN WITNESS WHEREOF the **VENDOR** herein has signed this **AGREEMENT OF SALE** with her own free will and consent without any coercion or undue influence after understanding the contents of it and the same explained to them in their vernacular language on the date, month and year first above written before the following witnesses: - on the day date and year mentioned above at Hyderabad, Telangana State in the presence of the following witnesses.

WITNESSES

1. **MASARAT JAHAN**
VENDOR/FIRST PARTY

2. **VENDEE/SECOND PARTY**

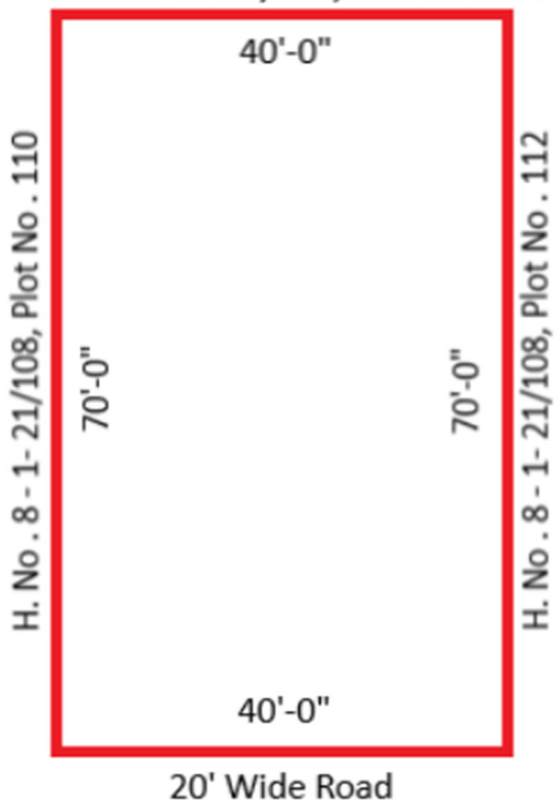
REGISTRATION PLAN SHOWING THE PROPERTY HOUSE BEARING MUNICIPAL NO. 8-1-21/111, ON PLOT NO. 111 , IN SURVEY. NO. 190, 192 & 193, ADMEASURING 311.00 SQUARE YARDS OR EQUIVALENT TO 260.00 SQUARE METERS, CONSISTING OF GROUND + FIRST FLOOR, SITUATED AT SURYA NAGAR COLONY, ALI BAGH, TOLICHOWKI, HYDERABAD, T.S

VENDOR: MASARAT JAHAN W/o NISAR AHMED

VENDEE:

Reference: - INCLUDED <input type="checkbox"/> EXCLUDED <input type="checkbox"/>	AREA: - 311.00 SQUARE YARDS OR 260.00 SQUARE METERS
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H. No . 8 - 1- 21/108, Plot No . 108



WITNESSES

1.

**MASARAT JAHAN
VENDOR/FIRST PARTY**

2.

VENDEE/SECOND PARTY

Photo ID's