

AGREEMENT FOR SALE⁵

THIS AGREEMENT FOR SALE is made and executed on this _____ day of _____ month of _____ year at _____

BETWEEN Smt./Sri._____ W/o. / Sri._____ aged _____ years residing at _____ hereinafter called the “SELLER” (which expression shall mean and include her legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys and assigns) of ONE PART.

AND

Smt./Sri._____ W/o. / Sri._____ aged _____ years residing at _____ hereinafter called the “PURCHASER” (represented by his _____ as power of attorney holder) which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the OTHER PART.

WHERE AS THE SELLER is the absolute owner in possession and enjoyment of the ¹residential / Commercial property bearing No._____ measuring East to West _____ feet and North to South _____ feet which is morefully described in the schedule hereunder and hereafter called the “SCHEDE PROPERTY”.

²WHERE AS the schedule property is the self acquired property of Sri._____ vide registered Sale deed bearing No._____ Volume No._____ Page _____ to _____ dated _____ registered at Sub-Registrar’s Office, _____. He having acquired the same without any aid or assistance from his family of any quarters/ built the schedule property entirely with his own earnings.

²WHEREAS said Smt./Sri._____ bequeathed the entire schedule property in favour of SELLER _____ a will dated _____ / a registered will bearing No._____ Book III, Volume _____ Page _____ to _____ dated _____ registered at Sub-Registrar Office, _____.

WHEREAS there are no encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings and whereas the SELLER has clear and marketable title to the Schedule Property and he/she has absolute power to convey the same.

WHEREAS the SELLER being in need of funds for the purpose of

has decided to sell the schedule property after obtaining consent of his wife/her husband, sons and daughters.

WHEREAS the SELLER offered to sell and transfer the schedule property to the PURCHASER for a sale consideration of Rs._____ (Rupees_____ only) and the PURCHASER herein has agreed to purchase the same for the aforesaid consideration on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Sale Value of the Schedule Property is fixed at Rs._____ (Rupees_____ only).
2. The PURCHASER has paid a sum of Rs._____ (Rupees_____ only) by cash/cheque/D.D. bearing No._____ drawn on _____ dated _____ as advance, the receipt of which sum the SELLER does hereby acknowledges.
3. The balance payment of Rs._____ (Rupees_____ only) will be paid by the PURCHASER to the SELLER at the time of execution of the Absolute Sale Deed and thus complete the Sale transaction.
4. The parties herein covenant to complete the Sale transaction and to execute the Absolute Sale Deed by the end of_____.
5. The SELLER confirms with the PURCHASER that he/she has not entered into any agreement for sale, mortgage or exchange whatsoever with any other person relating to the Schedule Property of this Agreement.
6. ³SELLER agrees to put the purchaser in absolute and vacant possession of the schedule property after executing the sale deed and registering the same in the jurisdictional Sub-Registrar's office.
7. The SELLER covenants with the purchaser that he/she shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the schedule property during the subsistence of this Agreement.
8. The SELLER has specifically agreed and covenants with the PURCHASER that he/she shall do all acts, deeds and things which are necessary and requisite to convey absolute and marketable title in respect of the schedule property in favour of the PURCHASER or his nominee.
9. IT IS AGREED between the parties that all expenses towards Stamp Duty and Registration charges shall be borne by the PURCHASER only.
10. The SELLER covenant to obtain at her cost necessary permission from the competent Authority, Income Tax Clearance Certificate and such other Certificate / Document as may be required at the time of Registration of Sale Deed in pursuance of this Agreement.

11. The PURCHASER shall have the right to nominate or assign his right under this agreement to any person / persons of his choice and the SELLER shall execute the Sale Deed as per terms and conditions of this Agreement in favour of the PURCHASER or his nominee or assignee.
12. The SELLER has agreed to get consent deed duly executed to this Sale transaction from his wife/her husband, sons and daughters on or before date of registration of Sale Deed and assured that they all join to execute sale deed in favour of the purchaser.
13. It is hereby expressly provided and agreed by the parties here to that both parties are entitled to enforce specific performance of the agreement against each other in case of breach of any conditions mentioned in this Agreement.
14. The original of the "AGREEMENT" signed by both the parties shall be with the PURCHASER and copy of the same similarly signed shall be with the SELLER.

SCHEDULE

All the piece and parcel of ¹ _____ property bearing No._____ situated at _____ measuring East to West _____ feet (_____ feet) and North to South _____ feet (_____ feet) in all _____ sq.ft. or _____ sq.mtrs. and bounded on:

NORTH	:	By _____
SOUTH	:	By _____
EAST	:	By _____
WEST	:	By _____

⁴Details of the Building:

- i) Plinth area of the building
- ii) Type of Roof.
- iii) Type of flouring.
- iv) Type of wood used.
- v) Amenities available.
- vi) Year of construction.

IN WITNESS WHEREOF the SELLER and the PURCHASER have signed this Agreement of Sale on the day month and year herein above mentioned in the presence of the following witnesses at _____.

WITNESSES:

1.

SELLER

2.

PURCHASER

Note:- ¹ Specify whether the property agreed to be sold is Residential or Commercial or Industrial

² Strike out whichever is not applicable.

³ 10% Stamp duty payable on an agreement to sell if the possession of the property is delivered or is agreed to be delivered without executing the conveyance. Click on [Schedule to the Karnataka Stamp Act, 1957, - Article 5\(e\) \(i\)](#)

⁴ If the property agreed to be sold is consisting of a building or buildings then furnish the details of such building or buildings.

⁵ Click on the [Registration Act, 1908, - Of Registerable Documents Section 17 \(2\) explanation.](#)