**Agreement for Sale of a House**

This Agreement of sale made at .................. on this .............. day of ................... 20\_\_\_, between A son of ..................... resident of .................. hereinafter called the vendor of the ONE PART and B son of ............................... resident of .............................. hereinafter called the purchaser of the OTHER PART.

WHEREAS the vendor is absolutely seized and possessed of or well and

sufficiently entitled to the house more fully described in the Schedule hereunder:

AND WHEREAS,the vendor has agreed to sell his house to the purchaser on the terms and conditions hereafter set-forth.

NOW this Agreement Witnesseth as Follows

1.     The vendor will sell and the purchaser will purchase that entire house No....................... Road ...................... more particularly described in the Schedule hereunder written at a price of Rs. ................. free from all encumbrances.

2.     The purchaser has paid a sum of Rs. ................. as earnest money on ......................... (the receipt of which sum, the vendor hereby acknowledges) and the balance amount of consideration will be paid at the time of execution of conveyance deed.

3.     The sale shall be completed within a period of......... months from this date and it is hereby agreed that time is the essence of the contract.

4.     The vendor shall submit the title deeds of the house in his possession or power to the purchaser's advocate within one week from the date of this agreement for investigation of title and the purchaser will intimate about his advocate's report within ................ days after delivery of title deeds to his advocate.

5.     If the purchaser's Advocate gives the report that the vendor's title is not clear, the vendor shall refund the earnest money, without interest to the purchaser within ................. days from the date of intimation about the advocate's report by the purchasers. If the vendor does not refund the earnest money within ................... days from the date of intimation about the advocate's report, the vendor will be liable to pay interest @ ................ p.m. upto the date of repayment of earnest money.

6.     The vendor declares that the sale of the house will be without encumbrances.

7.     The vendor will hand over the vacant possession of the house on the execution and registration of conveyance deed.

8.     If the purchaser commits breach of the agreement, the vendor shall be entitled to forfeit the earnest money paid by the purchaser to the vendor and the vendor will be at liberty to resell the property to any person.

9.     It the vendor commits breach of the agreement, he shall be liable to refund earnest money, received by him and a sum of Rs. ................. by way of liquidated damages.

10.  The vendor shall execute the conveyance deed in favour of the purchaser or his nominee as the purchaser may require, on receipt of the balance consideration.

11.  The vendor shall at his own costs obtain clearance certificate under section 230A, Income tax Act, 1961 and other permissions required for the completion of the sale.

12.  The expenses for, preparation of the conveyance deed, cost of stamp, registration charges and all other cut of pocket expenses shall be borne by the purchaser.

Schedule above referred to

IN WITNESS WHEREOF the parties have set their hands to this Agreement on the day and year first hereinabove written.

Signed and delivered by Shri A..............

the within named vendor

Signed and delivered by Shri B ………..

The within named purchaser

WITNESSES;

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**Documents Required**

There are no specific documents required for the drafting and execution of an agreement for sale of house. However, ID proofs of the parties in order to confirm the names and permanent addresses of the lender and borrower should be scrutinised. Documents evidencing clear title of the property/house of the seller in question should also be examined, along with documents proving the history of transfers of several ownerships of the property in question, if any.

**Procedure**

No set procedure is applicable in the making of an agreement for sale of property. The property documents evidencing the ownership of such property by the seller must be examined by a lawyer thoroughly. Once the agreement has been drafted by a lawyer, it should be specifically and carefully read by both the parties to the agreement. Any necessary changes required to be made shall be carried out and once the agreement is finalised, it shall be signed by both the parties along with the requisite witnesses. The agreement for sale of house is legally binding when it is printed on judicial stamp paper/e-stamp paper and signed by both the parties. The stamp paper value depends on the particular State in which it is executed. Each party should thereafter keep a signed copy of the Agreement for sale of house/immovable property.

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