**SALE OF IMMOVABLE PROPERTY**

**Section 54 of the Transfer of Property Act, 1882** defines Sale as:

“Sale is a transfer of ownership in exchange for a price paid or promised or part-paid or part-

promised.”

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The contract for sale of immovable property must be in writing.

Section 55 of the Transfer of Property Act, 1882 lays down the duties, obligation and

rights of the vendor and purchaser under an agreement of sale, as well as for sale in

case of absence of contract to the contrary.

Sale deed is chargeable with the stamp duty.

Where the value of the immovable property is more than Rs. 100, it is required to be

compulsorily registered.

An agreement for sale and sale deed should clearly show: who are the parties to the

contract (Vendor/Vendee or Vendor/Purchaser or Seller/Buyer); the subject matter; the

intention to sell and buy; the price agreed and how it is to be paid and other terms of

the contract.

The contract for sale of immovable property is usually preceded by an agreement for

sale

**AGREEMENT FOR SALE**

THIS AGREEMENT is made at …………on this …………day of……….

BETWEEN

Mr. A aged……..s/o……….r/o….. (hereinafter referred to as the VENDOR which expression

shall, unless repugnant to the context or meaning thereof shall mean and include his heirs,

executors, administrators and assigns of the FIRST PART).

AND

Mr. B aged ……….s/o……….r/o….. (hereinafter referred to as the VENDEE/PURCHASER

which expression shall, unless repugnant to the context or meaning thereof shall mean and

include his heirs, executors, administrators and assigns of the SECOND PART).

WHEREAS the Vendor is the absolute owner of the property bearing

no…….admeasuring….situated at………(hereinafter referred to as the said property).

AND WHEREAS the Vendor has agreed to sell the said property to the Vendee at the price

and on the conditions mentioned hereinafter.

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Vendor hereby agrees to sell, transfer and convey the said property in favour of

 the Vendee.

2. That the consideration of Rs….is to be paid by the Vendee to the Vendor. Rs…..is to

 be paid at the execution of this agreement as earnest money. Rs….on…..(date) and

 lastly Rs….at the time of final sale deed.

3. The Vendor acknowledges the payment of Rs….as earnest money paid in

 cash/cheque/dd no…drawn on ……(Bank name and Branch) by Vendee.

4. The Vendor shall make out a marketable title to the said property free from

 encumbrances and reasonable doubts.

5. The Vendor shall deliver to the Vendee the title deeds relating to the said property in

 his possession and power on execution of these presents for inspection and

 investigation of the title by the Vendee or his advocate.

6. The Vendor agrees to apply for, obtain and furnish unto the Vendee all such

 permissions as may be necessary under the laws for registration of Sale Deed.

7. The Vendor and the Vendee hereby agree that the sale will be completed within six

 months from the date hereof.

8. All the taxes, levies etc due and payable against the said property shall be paid by the

 Vendor till the completion of sale and thereafter it will be the responsibility of the

 purchaser. The Vendor shall handover all the tax receipts etc. duly paid to the Vendee

 at the time of completion of sale.

9. The Vendor agrees to handover actual, physical and vacant possession of the said

 property unto the Vendee at the time of sale deed.

10. That the expenses towards the payment of stamp duty, registration charges and all

 other incidental expenses for agreement for sale and sale deed shall be borne out by

 the Vendee.

11. If the Vendor fails to make out the clear marketable title to the said property as

 aforesaid then the Vendee will have the right to cancel this agreement by giving atleast fifteen days notice to the Vendor and after the expiration of fifteen days the

agreement shall stand terminated and the Vendor agrees to return the earnest money

to the Vendee.

12. If the Vendee fails to perform his obligations under this agreement within the time

 stipulated then the Vendor shall be entitled to cancel this agreement by giving atleast

 fifteen days notice in writing to the Vendee. On termination the Vendor will be

 entitled to forfeit the earnest money paid by the Vendee.

 SCHEDULE OF PROPERTY

Details of the property to be mentioned.

IN WITNESS WHEREOF parties hereunto have signed this document on the date and place

first above written in the presence of following witnesses.

VENDOR

VENDEE

WITNESSES: (1)

 (2)