

AGREEMENT FOR SALE OF A HOUSE

This agreement made at.....on this day of..... 20.....between A, adult son of B, and resident of (herein after called the seller) of the one part and C, adult son of D, resident of (hereinafter called the purchaser) of the other part:

Witnesseth as follows:

1. That the seller agrees to sell and the purchaser agrees to purchase for the sum of Rs..... (Rupees.....) House No.....owned and possessed by the seller as an absolute owner and situated on..... and bounded as follows:—
North :
South :
East :
West :
containing by admeasurement square metres of land together with all buildings, structures and outhouses and rights, easements and privileges enjoyed therewith.
2. That Rs..... (Rupees.....) have been paid as earnest money by the purchaser to the seller by means of Cheque/Demand Draft No..... dated drawn on and the balance of Rs.....(Rupees.....) shall be paid at the time of the execution of the sale-deed (or before the Registering Officer).
3. That the sale-deed shall be executed on or before the..... day of20..... whereupon the purchaser shall be entitled to immediate possession of the property sold to him.
4. That the seller shall guarantee his sole and absolute title in the property to be sold and shall enter into all the usual covenants.
5. That the property sold is free from encumbrances [or that the property is subject to the following encumbrances (details of encumbrances) and shall be sold subject to them, or which shall discharged by the seller before the completion of the sale in favour of the purchaser].
6. That within two days from to-day the seller shall produce all the title-deeds of the house for inspection of the purchaser or of his nominee at [place] and that in case the seller is unable to prove the marketable title that he has agreed to sell to the purchaser in the property agreed to be sold, it shall be open to the purchaser to cancel this agreement and to demand the return of the earnest money paid by him, and which shall be immediately returned by the seller.
7. That all taxes and expenses relating to the property up to the date of the completion of the sale shall be paid by the seller, and thereafter by the purchaser, and that all rents, profits and income up to that date shall be taken by the seller and thereafter by the purchaser.
8. That if the seller makes default in the performance of any of the conditions of this agreement, he shall pay Rs..... by way of compensation to the purchaser for such default; and if the purchaser makes default in the performance of any of the conditions to be performed by him under this agreement, then the seller shall be entitled to forfeit the whole of the earnest money of Rs.....paid to him; and that the party not in default shall be further entitled at his discretion either to annul this agreement or to specifically enforce it, in addition to any remedy that may be open to him.
9. That the expenses of the sale shall be paid by the seller/ purchaser/by both parties in equal shares.
10. That the title deeds of the property shall be handed over to the purchaser by the seller at the time of the completion of the sale. Or (That the seller shall retain but Will undertake to produce for inspection by the purchaser, whenever reasonably required to do so, the following title deeds which relate to the property' sold along with the other property of the seller). (List of the title deeds.....)
11. That this agreement shall bind the above parties and their respective heirs, representatives and assigns.

12. That if there be any difference or dispute between the parties on any matter arising hereunder or claimed so to rise, the same shall be referred to the arbitration of whose award thereon shall be final and binding on the parties.

In witness whereof the seller and the purchaser have here unto set and subscribed their respective hands /signatures in the presence of:

WITNESSES

1.....

Signature of the seller.....

2.....

Signature of the purchaser.....