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**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.”

- 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)

**SALE DEED FOR RS. 2,50,000/-**

THIS SALE DEED is made at .....on this .....day of.....

**BETWEEN**

Mr..... 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..... 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 purchased a freehold residential plot measuring 300 sq. yds. and bearing No.170 in 'M' Block of the residential colony known as Greater Kailash Part-II, New Delhi vide sale deed dated 6.8.85 registered in the office of the Sub-Registrar, New Delhi as document No. 5560 Addl. Book No. I, Vol. No. 5318 at pages 136 to 152 on 6.8.85.

The aforementioned plot is bounded as under :-

EAST ... ROAD	NORTH ... PLOT NO. M-168
WEST... SERVICE LANE	SOUTH... PLOT NO. M-172

AND WHEREAS the Vendor after purchasing the said plot, got the building plan sanctioned from the Municipal Corporation of Delhi vide their letter/file No. 400/B/85 dated 13.12.85. Then the Vendor caused construction thereon of residential building on different floor levels.

AND WHEREAS the Vendor to sell and the Vendee has agreed to purchase part of Basement (760 Sq. ft. approx), one front Bed Room if First Floor (with attached bath room and small balcony) of the said building on 'as is where is' basis for a total consideration of Rs. 2,50,000/- (Rupees two lacs and fifty thousand only) on the terms and conditions setforth hereinafter.

**NOW THIS SALE DEED WITNESSES AS FOLLOWS:**

1. That in pursuance of this agreement, the Vendor has already received from the Vendee a sum of Rs. 2,00,000/0 (Rupees two lacs only) as part sale consideration, the receipt of which the Vendor hereby admit and acknowledge.
2. The balance amount of Rs. 50,000/- (Rupees fifty thousand only) has been paid by the Vendee to the Vendor by cheque No. 010806 dated 29.9.86 drawn on Central Bank of India, Kalkaji, New Delhi-110019.

3. That in view of the amount of sale consideration received as per para 1 above, the Vendor hereby grant, convey and transfer all his rights, titles and interests as held on the date hereof in the said part of basement and part of First Floor of M-170, Greater Kailash Part-II, New Delhi together with undivided, indivisible and impartible proportionate ownership rights on the land underneath the said building, on the terms and conditions contained herein, provided that common staircase, water tanks and other common facilities, fittings etc. shall be used and enjoyed by the Vendee alongwith other owners/occupants of the said building.
4. That the Vendor is free to sell the remaining portion (s) of the said residential building to any other party/parties with common rights for use of common entrances, common passages, staircases, water tanks, common facilities etc. and the Vendee will not make any objection thereto.
5. That the Vendor assures that the sale of the said residential portion/domestic storage space is free from attachment, tenancies gifts, decree, prior sale and religious disputes and if it is proved otherwise at any time and the Vendee suffers any loss due to any of the aforementioned reasons, then the Vendor shall be liable to make good the loss thus suffered by the Vendee.
6. That the Vendee has perused the original title deed, sanctioned plans. Sale plans etc. and has fully satisfied herself.
7. That the Vendee/occupants shall have no right to use or affix or exhibit any display boards or any big writing or any sign boards at the external face of the said building.
8. That all expenses of registration, Corporation tax etc. have been borne and paid by the Vendee.
9. That charges for maintenance/consumption for common amenities such as lights in staircases etc. and booster and charges for major repairs etc. shall be paid by the owners of all the portions proportionately.
10. That all taxes from the date of the Agreement to sell the said portion shall be borne and paid by the Vendee. If assessment of taxes is not made separately for each portion, then all the owners of the said building shall pay such charges proportionately directly to the authorities concerned and the Vendor shall in no way be responsible for the same.
11. That the Vendee shall keep the said property in properly repaired and good condition and shall not do anything or omit to do anything which may endanger or affect the other portions of the said building or hinder the proper and reasonable use of such portions by the other owners/occupants of the said building.
12. That the existing use of the said portion of first floor is residential and that on Basement domestic storage. The Vendee shall neither use the said portion for any illegal, immoral or commercial purpose nor use it so as to cause annoyance or nuisance to the other owners/occupants of the said building. Common parts e.g. staircase, passage, driveway etc. will in no case be used for keeping/chaining pets/dogs or any other animal/bird or storing cycles, scooter, motor-cycles etc.
13. The Vendee has also satisfied herself about the soundness of the title of the Vendor and his power to sell the said portion in the manner stated herein.

14. While building is under construction, the Vendee shall have the right to make at her own discretion any internal alternations (except structural) in the said portion at her own cost and expenses.
15. That the Vendee shall not construct anything whatsoever upon or over hanging the said land or the portion of the said land kept uncovered and unbuilt upon the building (including terrace). The Vendee shall not make any alterations involving structural changes in the said protion/building. The Vendee shall have no right to use the terrace at the top of the building.
16. That the Vendee and owners/occupants (alongwith servants/workmen) of all the portions of the said building will have full right for access to booster pump (tubewell), water meter, sewer tank, overhead water tank etc. at all reasonable times only on notice (except in the case of emergency) to get their underground and overhead tanks, booster pump etc. repaired/cleaned.
17. That photostat copies of title deeds etc. have been handed over by the Vendor to the Vendee and physical, vacant possession of the said floor/portion has also been taken by the Vendee.
18. That this transaction has taken place at New Delhi. As such Delhi Court shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this deed.

**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)

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