

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at

on this..... day of By and Between

Sri	&	Smt
Son of Sri.,		Daughter of Sri.,
holder of Aadhaar No:		holder of Aadhaar No:
and holder of PAN No:		and holder of PAN No:
aged about years, residing at		aged about years, residing at

hereinafter collectively called as the "**SELLER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys and permitted assignees) as **FIRST PARTY**

AND

Sri	&	Smt
Son of Sri.,		Daughter of Sri.,
holder of Aadhaar No:		holder of Aadhaar No:
and holder of PAN No:		and holder of PAN No:
aged about years, residing at		aged about years, residing at

hereinafter called the "**BUYER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys and permitted assignees) as **SECOND PARTY**

The First Party (SELLER) and Second Party (BUYER) shall hereinafter collectively be referred as the "Parties" and individually as a "Party".

NOW THIS AGREEMENT WITNESSES THE MUTUAL AGREEMENT / REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES OF THE PARTIES HERETO AGREE AS FOLLOWS :

- 1) First Party (SELLER) has absolute, clear, actual, physical and lawful owner in possession with equal proportion of share of the Schedule property and they have been enjoying the same with absolute right and they have clear and marketable title with respect to the Schedule Property and hereafter called the **SCHEDULE-1**.
- 2) The said First Party (SELLER) is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest vested with the First Party (SELLER)
- 3) The First Party (SELLER) hereby assures the Second Party (BUYER) that the said portion of the said property as mentioned in Schedule-1 is **FREE from** all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaw, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever, and if it is ever proved otherwise, or if the whole or any part of the said portion of the said property is ever taken away or goes out from the possession of the SECOND PARTY on account of any legal defect in the ownership and title of the First Party (SELLER) then the FIRST PARTY will be liable and responsible to make good the loss suffered by the Second Party (BUYER) and keep the SECOND PARTY saved, harmless and indemnified against all such losses and damages suffered by the Second Party (BUYER) there are **no** encumbrances, and there are no litigations pending before any Court or law and the First Party (SELLER) confirms that they are not restricted in any manner whatsoever from selling with respect to the said property as mentioned in SCHEDULE-1 hereunder.

- 4) This Agreement, along with its schedule, constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes any and all understandings, any other agreements, arrangements whether written or oral if any, between the parties in regard to the said property in Schedule-1 as the case may be.
- 5) Further, The First Party (SELLER) covenants with the Second Party (BUYER) that they 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.
- 6) The Schedule Property as mentioned in SCHEDULE-1 is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property (SCHEDULE-1).
- 7) The First Party (SELLER) has not entered into any agreement for sale / arrangement for sale with any other person or party with respect to the said property in **SCHEDULE-1** in any manner, affect the rights of Second Party (BUYER) under this Agreement.
- 8) WHEREAS the First Party (SELLER) offered to sell and transfer the Schedule-1 property to the Second Party (BUYER) for a sale consideration of Rs..... /- (Rupees only) which is more than the market value and also the fair value as prescribed by Kerala Government in it's web-portal @ https://igr.kerala.gov.in/index.php/fairvalue/view_fairvalue and the Second Party (BUYER) has agreed and willing to purchase the same for the aforesaid consideration (i.e) **Rs.** /- (Rupees)
- 9) BOTH PARTIES agreed that the Final Sale consideration of the Schedule-1 Property is fixed at **Rs.** /- (Rupees only).

- 10) The Second Party (BUYER) agrees to pay the said amount **Rs.....** /- (Rupees only) and agrees that the said amount is **Excluded** of Kerala Stamp Fee, Registration Fee, Legal Fee, Deed Writer Fee, Fee for Additional Sheet (or) Duplicate copy related to documents registered in Book-1, and any other incidental fee related with Sale Deed Registration and the Second Party (BUYER) agrees to pay such expenses additionally / separately.
- 11) The Second Party (BUYER) agrees to pay / transfer the Total amount **Rs.....** /- by dividing into two with equal proportion of 50:50 such as Rs..... /- to Sri. and another Rs..... /- to Smt. separately in their respective bank Account(s) through digital mode of either IMPS (or) NEFT (or) RTGS
- 12) Out of the Rs..... /- (Rupees) the BUYER has paid a sum of **Rs.** /- (Rupees only) as advance in two equal installments of Rs. each and the receipt of which, SELLER hereby acknowledges the same.
- 13) It is mutually agreed between the parties that First Party (SELLERS) will execute the sale deed **only after the receipt of the entire BALANCE AMOUNT Rs.....** /- (Rupees Only) [(i.e) Sale Consideration of Rs. /- Minus Advance Paid Rs..... /- Total = Rs..... /-] in their respective bank accounts of Sri..... & Smt..... in equal proportion (i.e) Rs..... /- EACH through digital mode of either IMPS (or) NEFT RTGS on or before
- 14) That the property tax, land tax, water and electricity charges and other dues and demands if any payable in respect of the said portion of the said property shall be paid by the First Party (SELLER) upto the date of handing over the possession and thereafter the Second Party (BUYER) will be responsible for the payment of the same
- 15) The First Party (SELLER) agrees and understands the timely delivery of possession of the property Schedule-1 to Second Party (BUYER) after receipt of Full Payment such as Rs..... /- (Rupees)

- 16) The Second Party (BUYER) agrees and confirms that, in the event of failure to pay the remaining amount Rs. /- (Rupees) on or before, then this agreement shall stand terminated and the First Party shall have the right to sell the property as mentioned in **SCHEDULE-1** to any other Prospective Buyer and in such a scenario, the First Party (SELLER) shall return the Advance Money received from Second Party in full without any interest on or before through online transfer of either IMPS (or) NEFT RTGS to Second Party. Similarly, Second Party (BUYER) agrees that after receipt of advance money from First Party on or before, they shall not have any rights, claims, preference against the First Party and their Property as mentioned in **SCHEDULE-1** and that the First Party (SELLER) shall be released and discharged from all it's obligations, assurances, promises and liabilities under this Agreement and this agreement will be ceased.
- 17) That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.
- 18) All disputes and questions about and in connection with this Agreement for Sale arising between the Parties or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled by conciliation and arbitration as provided under the Arbitration and Conciliation Act, 1996 as if the parties to the dispute have consented in writing for determination of the same as aforesaid and the provisions of the said Act apply and the question shall be referred to the arbitrator / adjudicating officer appointed under the Act, whose decision thereon shall be final.

SCHEDULE-1

Serial Number	
District	
Sub-District	
Taluk	
Village	
Part	
Corporation	
Survey Number / Sub-Division No:	
Re-Survey Number / Sub-Division No.	
Door Number (Old T.C)	
Door Number (New T.C)	
Building ID of Ground Floor	
Building ID of First Floor	
Extent (Are. Sq.Meter)	
AS PER ORIGINAL SALE DEED	
TOTAL AREA (As per Original Deed)	
Thandapper Number	
Sale Deed Number	
Sub Registrar Office	SRO of
East Boundary	Property of Sri.
West Boundary	Property of Sri.
South Boundary	Property of Sri.
North Boundary	Property of Sri. (or) Road
Electricity Consumer ID-1 for Ground Floor	
Electricity Consumer ID-2 for First Floor	

IN WITNESS WHEREOF the First Party (SELLER) and the Second Party (BUYER) have signed this Agreement of Sale at on the day month and year herein above mentioned in the presence of the witnesses:

Party of the First Part (SELLER)

Sri. S/o. Address:	
Sri. S/o. Address:	

Party of the Second Part (BUYER)

Sri. S/o. Address:	
Sri. S/o. Address:	

Witness to the above (Name, Father's Name, address & Signatures) :

1)

2)