Agreement for Sale of Immovable Property

1. Title, stamp and execution details

1.1 Title. This instrument is an Agreement for Sale of immovable property (the "Agreement"). It is made and executed at **[Place of signing: _____]** on **[Date of the agreement: _____]**.

1.2 Stamp. This Agreement is engrossed on non-judicial stamp paper or an e-stamp certificate of the State of **[State where the property lies: _____]**, bearing number **[Stamp paper or e-stamp certificate number: _____]**, for stamp duty of **Rs. [Stamp duty paid on this agreement (Rs.): _____]**. The Parties have paid that duty before or at the time of execution, as the Indian Stamp Act 1899, as amended and applied in the State, requires.

1.3 Facts affecting duty. The Parties declare that the sale consideration in Clause 7, the market or guidance value of the Property where the State uses one, the payments already made, and whether possession is delivered under this Agreement are fully and truly set out in this Agreement. Neither Party will rely on any side letter, receipt or understanding that changes the price or any other fact affecting duty.

1.4 Possession under this Agreement. Possession of the Property **[Is possession given now? (is / is not): _____]** delivered to the Buyer on the execution of this Agreement. Where possession is delivered, Clause 28 applies and the Parties will stamp and register this Agreement as that Clause requires.

2. Parties

2.1 Seller. [Seller's full name: _____], [Seller's relation (son, daughter or wife of): _____], aged about [Seller's age: _____] years, holding PAN **[Seller's PAN: _____]** and an Aadhaar number ending in [Last four digits of seller's Aadhaar: _____], residing at [Seller's address: _____] (the "Seller", which expression includes the Seller's heirs, legal representatives, executors, administrators and permitted assigns, unless the context requires otherwise).

2.2 Buyer. [Buyer's full name: _____], [Buyer's relation (son, daughter or wife of): _____], aged about [Buyer's age: _____] years, holding PAN **[Buyer's PAN: _____]** and an Aadhaar number ending in [Last four digits of buyer's Aadhaar: _____], residing at [Buyer's address: _____] (the "Buyer", which expression includes the Buyer's heirs, legal representatives, executors, administrators and permitted assigns, unless the context requires otherwise).

2.3 Several owners or buyers. Where the Seller or the Buyer is more than one person, every reference to that Party means each of them and all of them together. Their obligations under this Agreement are joint and several. Every co-owner of the Property signs this Agreement.

2.4 Capacity and authority. A person who signs for a company, firm, trust, Hindu Undivided Family or society, or as a constituted attorney, attaches a certified copy of the board resolution, partnership authority, deed of trust or registered power of attorney that authorises the signature. The signatory confirms that the authority has not been revoked.

2.5 Identity at registration. Each Party will appear in person, or through a duly registered attorney, at the office of the Sub-Registrar. Each Party will provide passport-size photographs and fingerprints

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for affixing to any document under this Agreement that is presented for registration, together with original proof of identity.

The Seller and the Buyer are each a "Party" and together the "Parties".

3. Recitals and devolution of title

WHEREAS:

A. The Seller is the absolute owner of, and is in lawful possession of, the property more fully described in Schedule A (the "Property").

B. The Seller acquired the Property under [Document by which the seller acquired the property: _____] dated [Date of the seller's title document: _____], registered as [Registration details of the seller's document: _____]. The devolution of title to the Seller, through each earlier owner, is shown by the documents listed in Schedule C (the "Title Documents").

C. The Property stands recorded in the name of the Seller in the revenue, municipal or society records, as the case may be, under the account or membership number stated in Schedule A.

D. The Seller has offered to sell the Property to the Buyer, and the Buyer has agreed to buy it, free from all encumbrances, for the sale consideration and on the terms set out below.

E. Before signing, the Seller has produced to the Buyer copies of the Title Documents. The Seller has agreed to produce the originals for inspection and to answer the Buyer's questions about the Property and the title, as Clause 13 provides.

NOW THIS AGREEMENT WITNESSES AND THE PARTIES AGREE AS FOLLOWS:

4. Definitions and interpretation

4.1 Defined terms. In this Agreement:

(a) "Balance Consideration" means the Sale Consideration less the Earnest Money and any part payment already made.

(b) "Business Day" means a day, other than a Sunday or a public holiday, on which the office of the Sub-Registrar and scheduled banks in [Place of signing: _____] are open for business.

(c) "Completion" means the execution of the Sale Deed by the Seller, its presentation for registration and the payment of the Balance Consideration, all under Clause 18. "Completion Date" means **[Last date for the sale deed and payment: _____]**, or a later date fixed under this Agreement.

(d) "Earnest Money" means the amount paid under Clause 9.1.

(e) "Encumbrance" means any mortgage, charge, lien, lease, tenancy, licence, easement, attachment, lis pendens, claim of maintenance, option, right of pre-emption, or any other third-party right or claim of any kind over the Property.

(f) "Sale Consideration" means the amount stated in Clause 7.1.

(g) "Sale Deed" means the deed of conveyance by which the Seller transfers the Property to the Buyer, in a form approved under Clause 18.2.

(h) "Sub-Registrar" means the Sub-Registrar within whose sub-district the whole or a part of the

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Property is situated, being **[Sub-Registrar office for the property: _____]**.

4.2 Interpretation. Headings are for convenience only. The singular includes the plural and the reverse. A reference to a statute includes any amendment, re-enactment or replacement, and any rules made under it, including the corresponding provisions of the Income-tax Act 2025 that replaced the Income-tax Act 1961. The Schedules form part of this Agreement. "Including" means including without limitation. Amounts are in Indian rupees.

4.3 Computation of time. Where a period ends on a day that is not a Business Day, it ends on the next Business Day.

5. Agreement to sell and purchase

5.1 Agreement. The Seller agrees to sell, and the Buyer agrees to purchase, the Property with all rights, easements, fixtures and appurtenances attached to it, for the Sale Consideration and on the terms of this Agreement.

5.2 No transfer by this Agreement. The Parties acknowledge that this Agreement is a contract that a sale of the Property will take place on the terms settled in it. This Agreement does not by itself transfer ownership, or create any interest in or charge on the Property, except the Buyer's statutory charge for money paid in advance under Clause 9.4. Ownership passes only by the registered Sale Deed.

5.3 Sale as a whole. The Property is sold as one unit. The Seller will not sell, and the Buyer is not bound to buy, a part of it.

6. Description of the property

6.1 Description. The Property is described in Schedule A by its survey, khasra, plot, flat or municipal number, its boundaries, its area and the parking and fixtures included in the sale.

6.2 Area. Where the Property is an apartment, the area is stated as carpet area, meaning the net usable floor area of the apartment excluding the area covered by the external walls, the areas under service shafts, the exclusive balcony or verandah area and the exclusive open terrace area, but including the area covered by the internal partition walls. Any built-up or super built-up area stated in Schedule A is for information only.

6.3 Variation in area. If a measurement made before Completion shows that the carpet area or land area is less than the area stated in Schedule A by more than [Allowed area shortfall (per cent): _____] per cent, the Sale Consideration will be reduced in proportion. If the shortfall exceeds twice that figure, the Buyer may instead terminate this Agreement under Clause 26.

6.4 Fixtures. The fixtures and fittings listed in Schedule A are included in the sale without extra payment. The Seller will leave them in place and in working order.

7. Sale consideration

7.1 Price. The total sale consideration for the Property is **Rs. [Sale price in figures: _____]** (Rupees [Sale price in words: _____] only) (the "Sale Consideration").

7.2 What the price covers. The Sale Consideration covers the Property, the parking and the fixtures in Schedule A, and any transfer of society shares or membership. It does not include stamp duty, registration fees or other costs, which Clause 22 allocates.

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7.3 Full disclosure. The Parties confirm that the Sale Consideration is the whole price agreed between them. No other amount is payable, in cash or in kind, for the Property.

7.4 Stamp duty value. If the value adopted by the stamp authority for the Property exceeds the Sale Consideration, the Sale Consideration does not change. The Party who bears stamp duty under Clause 22 bears any additional duty.

8. Payment schedule and mode of payment

8.1 Schedule. The Buyer will pay the Sale Consideration in the instalments and on the dates set out in Schedule B.

8.2 Banking channels only. Every payment under this Agreement, including the Earnest Money and any refund, will be made by account payee cheque, account payee bank draft, or electronic transfer through a bank account, such as NEFT, RTGS or IMPS. No payment will be made or accepted in cash. The Parties understand that the Income-tax Act 2025 prohibits the Seller from accepting any sum of Rs. 20,000 or more for the transfer of immovable property otherwise than through these channels, whether or not the transfer takes place.

8.3 Seller's account. The Buyer will pay into the following account of the Seller, or into any account the Seller names in a signed notice: **[Seller's bank account for payments: _____]**. Where Clause 14 applies, the Buyer pays the stated amount directly to the Seller's lender.

8.4 Proof of payment. The cheque number, draft number or transaction reference (UTR) of each payment will be recorded in Schedule B, in the Receipt, or in the Sale Deed. The Seller will acknowledge each payment in writing within three Business Days of receiving it.

8.5 Dishonour. If a cheque given by the Buyer is dishonoured, the Seller will notify the Buyer. The Buyer will make good the amount through a bank transfer within seven days of that notice. Failure to do so is a default under Clause 25.

9. Earnest money and advance

9.1 Earnest Money. On or before signing this Agreement, the Buyer has paid the Seller **Rs. [Earnest money (Rs.): _____]** as earnest money and part payment of the Sale Consideration, by [How the earnest money was paid: _____]. The Seller acknowledges receipt by signing the Receipt at the end of this Agreement.

9.2 Adjustment. The Earnest Money is adjusted against the Sale Consideration at Completion.

9.3 Pre-agreed compensation. The Parties agree that the Earnest Money represents the maximum compensation the Seller may retain if the Buyer defaults under Clause 25. The Seller may retain only the reasonable compensation for the loss actually caused, up to that amount, as section 74 of the Indian Contract Act 1872 limits it.

9.4 Buyer's charge. Until the Buyer receives possession and the registered Sale Deed, the Buyer has a charge on the Seller's interest in the Property for every amount properly paid in advance under this Agreement, with interest. Where the Buyer properly declines to accept delivery, the charge also covers the Earnest Money.

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10. Home loan and bank finance

10.1 Finance. The Buyer intends to fund **Rs. [Amount funded by housing loan (Rs.): _____]** of the Sale Consideration through a housing loan from **[Buyer's bank or housing finance company: _____]** or another bank or housing finance company (the "Lender").

10.2 Sanction period. The Buyer will apply for the loan within seven days of this Agreement and will use reasonable efforts to obtain a sanction letter within **[Days to obtain the loan sanction: _____]** days of this Agreement. The Seller will give the Lender copies of the Title Documents and will allow its valuer and legal adviser to inspect the Property.

10.3 Refusal. If the Lender refuses the loan in writing for a reason not caused by the Buyer's fault, and the Buyer gives the Seller a copy of the refusal within the sanction period, either Party may terminate this Agreement by notice. The Seller will then refund the Earnest Money and every other amount received, in full and without interest, within fifteen days, through banking channels.

10.4 Disbursement. The loan amount will be paid by the Lender directly to the Seller, or to the Seller's own lender under Clause 14, at Completion. The Seller will sign any undertaking the Lender reasonably requires, including an undertaking to hand the original Title Documents to the Lender.

10.5 No condition otherwise. Except under Clause 10.3, the Buyer's obligation to pay is not conditional on obtaining finance.

11. Tax deduction at source

11.1 Deduction. Where the Property is not agricultural land and the Sale Consideration or the stamp duty value of the Property is Rs. 50,00,000 or more, the Buyer will deduct income tax at the rate of one per cent of the higher of the two, as the Income-tax Act 2025 requires for a resident seller. The Buyer deducts the tax proportionately from each instalment at the time of payment.

11.2 Deposit and statement. The Buyer will deposit the tax deducted, and report it in Form 141 (Schedule B) or any form that replaces it, within thirty days from the end of the month in which the tax is deducted. The Buyer will give the Seller the challan details and the certificate of deduction once it is available.

11.3 Payment in full. An amount deducted and deposited under this Clause is treated as paid to the Seller towards the Sale Consideration.

11.4 Non-resident seller. If the Seller is not resident in India, the Buyer will deduct tax at the rate that applies to a non-resident under section 393(2) of the Income-tax Act 2025, or at any lower rate stated in a certificate issued by the income-tax authority that the Seller produces before payment. The Seller will give the Buyer every detail the Buyer needs to report the deduction.

11.5 Seller's details. The Seller confirms that the PAN stated in Clause 2.1 is valid and operative. If it is not, and the Buyer must deduct tax at a higher rate, the Seller bears the difference.

12. Seller representations and warranties on title

12.1 Title. The Seller represents and warrants to the Buyer that:

(a) the Seller is the sole and absolute owner of the Property and has full power to sell it;

(b) the Property is free from all Encumbrances, except those listed in Schedule A, which the Seller will discharge under Clause 14;

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(c) no notice of acquisition, requisition, demolition or attachment has been served for the Property, and no proceeding is pending before any court, tribunal or authority that affects the Property or the Seller's right to sell it;

(d) the Seller has not entered into any other agreement for sale, lease, licence, development, mortgage or gift of the Property, and has not given any power of attorney to deal with it;

(e) the Property is not agricultural land, or, where it is, its sale to the Buyer is lawful under the land laws of the State;

(f) all property taxes, maintenance charges, electricity and water bills and other outgoings have been paid up to the date of this Agreement; and

(g) the Seller is not an undischarged insolvent and no proceeding for insolvency is pending against the Seller.

12.2 Latent defects. The Seller has disclosed to the Buyer every material defect in the Property and in the Seller's title of which the Seller is aware and which the Buyer could not discover with ordinary care. The defects disclosed are: **[Defects the seller discloses: _____]**.

12.3 Implied covenant. These warranties are in addition to the covenant implied by law that the interest the Seller professes to transfer exists and that the Seller has power to transfer it.

12.4 Repetition. The Seller repeats each warranty on the Completion Date by reference to the facts then existing. The Seller will promptly notify the Buyer if anything happens before Completion that makes a warranty untrue.

13. Title due diligence and objections

13.1 Inspection of title. Within seven days of this Agreement, the Seller will produce for inspection by the Buyer, the Buyer's advocate and the Lender every original Title Document in the Seller's possession or power. The Seller will also give a certified encumbrance certificate for at least the last [Years covered by the encumbrance certificate: _____] years from the office of the Sub-Registrar.

13.2 Questions. The Seller will answer, to the best of the Seller's information, every relevant question the Buyer asks about the Property and the title, within seven days of receiving it.

13.3 Public notice. The Buyer may publish a public notice in one English and one regional newspaper inviting claims against the Property. The Seller will cooperate in resolving any claim received.

13.4 Objections. The Buyer will notify any objection to title within **[Days to raise title objections: _____]** days of receiving the documents in Clause 13.1. The Seller will remove each objection at the Seller's cost within thirty days of the notice, or within any longer period the Buyer agrees in writing.

13.5 Failure to clear title. If the Seller does not remove an objection that makes the title unmarketable, the Buyer may either extend the Completion Date or terminate this Agreement under Clause 26. If the Buyer terminates, the Seller refunds every amount received with interest at **[Interest on refund for defective title (per cent a year): _____]** per cent per annum from the date of each payment.

13.6 Marketable title. If no objection is notified within the period in Clause 13.4, the Buyer is treated as satisfied with the title. This does not limit the Seller's warranties or the covenant implied by

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law.

14. Discharge of mortgages and encumbrances

14.1 Discharge. The Seller will discharge every Encumbrance on the Property on or before Completion, at the Seller's cost, so that the Buyer receives the Property free from all Encumbrances.

14.2 Existing mortgage. The Property is mortgaged to **[Seller's existing lender: _____]**, with an outstanding amount of about **Rs. [Outstanding amount on the seller's loan (Rs.): _____]**. Before Completion the Seller will obtain from that lender a letter stating the exact amount needed to close the loan and confirming that it will release the original Title Documents on payment.

14.3 Payment from the price. The Buyer may retain from the Sale Consideration the amount needed to discharge an existing Encumbrance and pay it directly to the person entitled. Each such payment is treated as paid to the Seller. The Seller will deliver the lender's no-dues letter and, where the mortgage was registered or filed, the release or the satisfaction record, within thirty days of the payment.

14.4 Arrears. The Seller will pay all public charges and rent accrued on the Property up to the Completion Date, and all interest on Encumbrances due up to that date.

15. Approvals, no-objection certificates and consents

15.1 Seller's approvals. Before Completion the Seller will obtain, at the Seller's cost, every permission, no-objection certificate and consent needed to sell the Property to the Buyer, including:

(a) where the Property is in a co-operative housing society or apartment owners' association, a no-objection certificate from it for the transfer and the share certificate;

(b) where the Property was bought from a developer or a development authority, its consent to the transfer, if the allotment terms require one;

(c) where the Property is leasehold land, the consent of the lessor or authority to the transfer; and

(d) any permission required under the land laws of the State.

15.2 Building approvals. The Seller will give the Buyer copies of the sanctioned building plan, the completion or occupancy certificate and any regularisation order for the Property, to the extent they exist.

15.3 Refusal. If a required consent is refused, or is not obtained within sixty days of this Agreement for a reason the Seller does not control, either Party may terminate this Agreement under Clause 26 with a full refund to the Buyer.

16. Outgoings, taxes and dues

16.1 Apportionment. Property tax, society or maintenance charges, lease rent, water and electricity charges and other outgoings for the Property are borne by the Seller up to and including the day before the Completion Date, and by the Buyer from the Completion Date.

16.2 Settlement. The Parties will settle the apportioned amounts at Completion on the basis of the latest bills. Any amount later found due for the period before Completion is paid by the Seller within fifteen days of a demand.

16.3 Transfer charges. Any transfer fee charged by the society, association or authority is borne by

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[Who pays the society transfer fee: _____].

17. Seller covenants pending completion

17.1 Care. Between this Agreement and delivery of possession, the Seller will take the same care of the Property and of the Title Documents as an owner of ordinary prudence takes of such property and documents.

17.2 No further dealing. Until Completion or termination, the Seller will not sell, mortgage, lease, license, gift or otherwise deal with the Property or any part of it. The Seller will not enter into any agreement or give any power of attorney for that purpose, and will not part with the Title Documents except to a lender under Clause 14.

17.3 Condition. The Seller will not make structural alterations to the Property or remove any fixture listed in Schedule A. The Seller will keep the Property in its present condition, fair wear and tear excepted.

17.4 Access. The Seller will allow the Buyer, the Lender and their advisers to inspect the Property on reasonable notice.

18. Execution and registration of the sale deed

18.1 Completion. On or before the Completion Date, the Buyer will pay the Balance Consideration, less any tax deducted under Clause 11 and any amount paid to a lender under Clause 14. Against that payment, the Seller will execute the Sale Deed in favour of the Buyer or the Buyer's nominee under Clause 35.

18.2 Form of deed. The Buyer's advocate will prepare the draft Sale Deed and send it to the Seller at least fifteen days before the Completion Date. The Seller will return any comments within seven days. The Sale Deed will contain covenants for title, a covenant for quiet enjoyment and an indemnity consistent with this Agreement.

18.3 Registration. The Parties will present the Sale Deed for registration at the office of the Sub-Registrar on the Completion Date, and in any case within four months from its execution. Each Party will appear in person or through a registered attorney and will admit execution. The Seller will sign all forms, declarations and affidavits that the Sub-Registrar requires.

18.4 Tender. If the Buyer tenders the Balance Consideration and the draft Sale Deed at the Sub-Registrar's office at a proper time and the Seller does not attend or does not execute, the Seller is in default under Clause 24.

18.5 No title until registration. Ownership of the Property passes to the Buyer only on registration of the Sale Deed.

19. Delivery of possession and original title deeds

19.1 Possession. On the Completion Date and on registration of the Sale Deed, the Seller will deliver vacant, peaceful physical possession of the Property to the Buyer, free from any tenant, occupant or claim. The Seller will hand over all keys, access cards and remote controls.

19.2 Original title deeds. On payment of the whole Sale Consideration, the Seller will deliver to the Buyer, or to the Buyer's Lender, every original Title Document in the Seller's possession or power, against a signed list.

19.3 Documents held by others. If an original Title Document is held by the Seller's lender or

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another person, the Seller will procure its delivery within thirty days after Completion. Where an original is lost, the Seller will provide a certified copy, a police complaint, a public notice and an indemnity in a form the Buyer reasonably approves.

19.4 Possession letter. The Parties will sign a possession letter recording the date of delivery and the condition of the Property, and the meter readings.

20. Risk and insurance

20.1 Risk. The Property remains at the Seller's risk until ownership passes to the Buyer under Clause 18.5. After that, the Buyer bears any loss caused by destruction, injury or decrease in value of the Property, unless the Seller caused it.

20.2 Insurance. The Seller will keep any existing insurance on the Property in force until Completion.

20.3 Damage before Completion. If, before Completion, the Property is destroyed or materially damaged by fire, flood, earthquake or another cause beyond the Buyer's control, the Buyer may either complete with an assignment of the insurance proceeds and a reasonable reduction of the Sale Consideration, or terminate this Agreement with a full refund under Clause 26.

21. Mutation, utilities and society membership

21.1 Mutation. After registration, the Buyer will apply to the municipal, revenue or development authority to record the Buyer as owner. The Seller will sign every consent, affidavit and form needed for this.

21.2 Utilities. The Seller will sign the forms needed to transfer the electricity, water, gas and other connections into the Buyer's name. The Seller will hand over the paid bills and the deposit receipts. Any refundable deposit with a utility passes to the Buyer without extra payment, unless Schedule A states otherwise.

21.3 Society membership. Where the Property is in a society, the Seller will resign the membership in favour of the Buyer and sign the transfer forms, so that the society transfers the share certificate and the membership to the Buyer.

21.4 Cooperation. This Clause survives Completion.

22. Stamp duty, registration fees and costs

22.1 Stamp duty and registration. The stamp duty on this Agreement and on the Sale Deed, the registration fees and the incidental charges are borne by **[Who pays stamp duty and registration fees: _____]**. Where the State gives credit on the Sale Deed for duty paid on this Agreement, the Parties will claim it.

22.2 Own costs. Each Party bears its own advocate's fees. The Seller bears the cost of obtaining the encumbrance certificate, the consents in Clause 15 and the discharge of Encumbrances. The Buyer bears the Lender's processing charges.

22.3 Duly stamped documents. The Parties acknowledge that a document not duly stamped cannot be admitted in evidence, acted upon or registered until the duty and any penalty are paid. Neither Party will rely on any instrument that is not duly stamped.

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23. Time of the essence

23.1 Time. The Parties intend that time is of the essence for **[Obligations for which time is of the essence: _____]**. For every other obligation, time is not of the essence, and a delay gives rise only to a claim for compensation.

23.2 Extension. The Parties may extend any date by a written agreement signed by both. An extension of one date does not make time cease to be of the essence for any other obligation named in Clause 23.1.

24. Seller default and specific performance

24.1 Default notice. If the Seller fails to perform an obligation under this Agreement, the Buyer may give the Seller a notice describing the failure. The Seller has **[Days to remedy a default after notice: _____]** days from the notice to remedy it.

24.2 Buyer's remedies. If the Seller does not remedy the failure within that period, the Buyer may, at the Buyer's option:

(a) sue for specific performance of this Agreement, with or without compensation; or

(b) terminate this Agreement by notice, in which case the Seller will refund every amount received, together with an equal amount as compensation, or the Buyer's actual loss if that is higher, within fifteen days of the termination notice.

24.3 Readiness and willingness. The Buyer will keep evidence that the Buyer has performed, or has always been ready and willing to perform, the Buyer's essential obligations, including proof of funds or a loan sanction for the Balance Consideration.

24.4 Specific performance. The Seller acknowledges that the Property is unique, and that the Buyer is entitled to seek specific performance of this Agreement under the Specific Relief Act 1963.

24.5 Substituted performance. The Parties agree that the substituted performance under section 20 of the Specific Relief Act 1963 does not apply to the Seller's obligation to execute the Sale Deed, as no third party can perform it.

25. Buyer default and forfeiture

25.1 Default notice. If the Buyer fails to pay an instalment or the Balance Consideration when due, or fails to complete on the Completion Date when the Seller is ready, the Seller may give the Buyer a notice describing the failure. The Buyer has **[Days to remedy a default after notice: _____]** days from the notice to remedy it.

25.2 Seller's remedies. If the Buyer does not remedy the failure within that period, the Seller may terminate this Agreement by notice. The Seller may then retain from the Earnest Money only the reasonable compensation for the loss the Seller actually suffered, up to the full Earnest Money.

25.3 Refund of balance. The Seller will refund every other amount received from the Buyer, including any part of the Earnest Money not retained, within thirty days of the termination notice. The refund will be made by account payee cheque, account payee draft or bank transfer, and never in cash.

25.4 Late payment. If the Seller chooses not to terminate, the Buyer pays interest at **[Interest on late payment (per cent a year): _____]** per cent per annum on each late amount from its due date until payment.

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26. Termination and refund

26.1 Grounds. This Agreement may be terminated only under Clauses 6.3, 10.3, 13.5, 15.3, 20.3, 24, 25 or 31, or by a written agreement signed by both Parties.

26.2 Refunds. On any termination, except a termination by the Seller under Clause 25, the Seller will refund to the Buyer every amount received under this Agreement within fifteen days, with any interest or compensation this Agreement provides. Every refund of Rs. 20,000 or more will be made by account payee cheque, account payee draft or electronic bank transfer.

26.3 Return of documents and possession. On termination, the Buyer will return any original Title Documents and, where possession was given under Clause 28, vacate the Property, against the refund. The Buyer will also execute a deed of cancellation and present it for registration where this Agreement was registered.

26.4 Survival. Clauses 26, 27, 32, 33 and 34 survive termination.

27. Indemnity

27.1 Seller's indemnity. The Seller will indemnify the Buyer against any loss, cost, claim or demand arising from a defect in the Seller's title, a breach of the Seller's warranties, an Encumbrance not disclosed in Schedule A, or any tax or outgoing for the period before Completion.

27.2 Buyer's indemnity. The Buyer will indemnify the Seller against any loss, cost or claim arising from the Buyer's use of the Property after possession, and from any tax or outgoing for the period from Completion.

27.3 Procedure. A Party claiming under this Clause will notify the other promptly after becoming aware of a claim, will not settle it without consent, and will allow the indemnifying Party to defend it at its own cost.

27.4 Limits. Neither Party is liable for indirect or consequential loss under this Agreement, except in the case of fraud or a breach of Clause 12.

28. Possession before the sale deed

28.1 When this Clause applies. This Clause applies only where Clause 1.4 records that possession of the Property is delivered to the Buyer before the Sale Deed is registered.

28.2 Registration of this Agreement. The Parties will present this Agreement for registration at the office of the Sub-Registrar within four months of its execution. The Parties understand that a contract to transfer immovable property executed after 24 September 2001 has no effect for the purposes of section 53A of the Transfer of Property Act 1882 unless it is registered.

28.3 Stamp duty. The Parties will pay the stamp duty that the law of the State charges on an agreement to sell under which possession is delivered, which in several States is the duty on a conveyance, with credit on the later Sale Deed where the State allows it.

28.4 Status of the Buyer. The Buyer takes possession as a purchaser in part performance of this Agreement, and not as a tenant or licensee. The Buyer will not make structural alterations before Completion without the Seller's written consent.

28.5 Outgoings from possession. From the date of possession, the Buyer bears the outgoings described in Clause 16 and the risk of damage the Buyer causes.

28.6 Return on termination. If this Agreement is terminated, the Buyer will return possession under

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Clause 26.3.

29. Non-resident party provisions

29.1 Non-resident Buyer. If the Buyer is a non-resident Indian or an Overseas Citizen of India, the Buyer confirms that the Property is not agricultural land, a farmhouse or plantation property. The Buyer will pay the Sale Consideration only through banking channels in India, from funds received in India or held in an account in India that the foreign exchange rules permit for the purpose, and not by travellers' cheques or foreign currency notes.

29.2 Non-resident Seller. If the Seller is not resident in India, Clause 11.4 applies. The Seller will give the Buyer the Seller's bank account details in India for payment.

29.3 Compliance. Each Party will comply with the Foreign Exchange Management Act 1999 and the rules and directions under it that apply to that Party. Each will give the other the documents needed to show compliance.

30. Sale by a promoter under RERA

30.1 When this Clause applies. This Clause applies only where the Seller is a promoter selling an apartment, plot or building in a real estate project that is registered, or must be registered, under the Real Estate (Regulation and Development) Act 2016 ("RERA"). The project RERA registration number is **[RERA project registration number: _____]**.

30.2 Prescribed form. Where this Clause applies, the Parties will sign the agreement for sale in the form that the rules of the State under RERA prescribe. This Agreement is then read as a supplement to that form. If they conflict, the prescribed form prevails.

30.3 Advance cap. The promoter will not accept more than ten per cent of the cost of the unit as an advance or application fee before entering into a written agreement for sale and registering it.

30.4 Contents. The agreement will state the particulars of development, including the construction of the building and the unit, the specifications and the internal and external development works, the dates and manner of payment, the date of possession, and the rates of interest payable by each Party on default.

30.5 Equal interest. The rate of interest the promoter charges the allottee on default is equal to the rate the promoter pays the allottee on the promoter's default.

30.6 Plans. The promoter will not change the sanctioned plans, layout plans, specifications, fixtures, fittings or amenities of the unit without the allottee's previous consent, except minor changes that RERA permits.

30.7 Defects. If the allottee notifies the promoter of any structural defect or defect in workmanship, quality or services within five years from the date of possession, the promoter will rectify it free of charge within thirty days.

30.8 Delay in possession. If the promoter fails to give possession by the agreed date, the allottee may withdraw from the project and recover the amounts paid with interest at the prescribed rate and compensation, or may stay and receive interest for every month of delay until possession.

30.9 Allottee's duties. The allottee will pay the instalments on the agreed dates and will pay its share of the registration charges, municipal taxes, water and electricity charges and maintenance charges.

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31. Force majeure

31.1 Events. Neither Party is liable for a delay or failure in performing an obligation, other than an obligation to pay money, caused by flood, earthquake, fire, war, riot, epidemic, a lockdown order, or the closure of the Sub-Registrar's office or the registration portal for more than seven consecutive days (a "Force Majeure Event").

31.2 Notice and extension. The affected Party will notify the other within seven days of the start of the event. The dates in this Agreement are extended by the period of the event.

31.3 Termination. If a Force Majeure Event continues for more than ninety days, either Party may terminate this Agreement by notice, and the Seller will refund all amounts received without interest under Clause 26.

32. Dispute resolution and arbitration

32.1 Negotiation. The Parties will first try to settle any dispute arising from this Agreement by discussion within thirty days of a written request.

32.2 Arbitration. A dispute not settled by discussion will be referred to a sole arbitrator appointed by agreement, or failing agreement under the Arbitration and Conciliation Act 1996. The seat of arbitration is **[Seat of arbitration: _____]**. The language is English.

32.3 Specific performance and interim relief. Clause 32.2 does not stop a Party from applying to a competent court for interim relief.

32.4 RERA. Where Clause 30 applies, nothing in this Clause limits the allottee's right to approach the Real Estate Regulatory Authority, its adjudicating officer or the Appellate Tribunal, and the Parties understand that a civil court cannot hear a matter that those bodies may decide.

33. Governing law and jurisdiction

33.1 Law. This Agreement is governed by the laws of India, including the laws of the State in which the Property is situated.

33.2 Courts. Subject to Clause 32, the courts at **[City whose courts have jurisdiction: _____]** have jurisdiction over any matter arising from this Agreement.

34. Notices

34.1 Form. A notice under this Agreement must be in writing and sent by registered post with acknowledgement due, by courier, by hand, or by email, to the addresses in Clause 2 or these email addresses: Seller **[Seller's email for notices: _____]**; Buyer **[Buyer's email for notices: _____]**.

34.2 Receipt. A notice is treated as received on delivery by hand, three Business Days after posting by registered post or courier, or on sending by email if no failure message is received. A notice sent by email is also sent by one of the other methods within two Business Days.

34.3 Change of address. A Party may change its address by a notice to the other.

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35. Assignment and nomination

35.1 Buyer's nomination. The Buyer may require the Seller to execute the Sale Deed in favour of the Buyer's spouse, child, parent or a company controlled by the Buyer, by giving notice at least fifteen days before the Completion Date. The Buyer remains liable for the Sale Consideration, and the nominee bears any extra stamp duty.

35.2 No other assignment. Neither Party may otherwise assign its rights under this Agreement without the other Party's written consent.

35.3 Successors. This Agreement binds and benefits the Parties and their heirs, legal representatives and permitted assigns. The death of a Party does not end this Agreement.

36. Entire agreement, amendment, waiver and severability

36.1 Entire agreement. This Agreement, with its Schedules, is the entire agreement between the Parties about the sale of the Property. It replaces every earlier offer, token receipt and understanding.

36.2 Amendment. A change to this Agreement is valid only if it is in writing, signed by both Parties and duly stamped where duty is payable.

36.3 Waiver. A failure or delay in exercising a right is not a waiver of it. A waiver is valid only in writing and only for the case to which it relates.

36.4 Severability. If a court or arbitrator finds a provision invalid, the remaining provisions continue in force, and the Parties will replace the invalid provision with a valid one closest to their intention.

36.5 Further assurance. Each Party will sign the documents and do the acts reasonably needed to give full effect to this Agreement.

37. Counterparts and signatures

37.1 Originals. This Agreement is executed in **[Number of signed originals: _____]** originals. Where this Agreement or the Sale Deed is presented for registration, the Parties will sign the original in ink and attach the photographs and fingerprints that the Registration Act 1908 requires.

37.2 Electronic signature. Where this Agreement is not to be registered, the Parties may sign it by electronic signature under the Information Technology Act 2000, subject to the e-stamping rules of the State.

37.3 Copies. Each Party keeps one original. A scanned copy of the signed Agreement may be used for information, but the duly stamped original is the document of record.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date and at the place first written above.

SIGNED AND DELIVERED by the Seller
[Seller's full name: _____]
Signature and date:

SIGNED AND DELIVERED by the Buyer
[Buyer's full name: _____]
Signature and date:

WITNESSES:

1. Name and address: [Witness 1 name and address: _____]

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Signature:

2. Name and address: [Witness 2 name and address: _____]
   Signature:

Description of the Property

All that piece and parcel of the property being **[Short description of the property: _____]**, bearing survey, khasra, plot or flat number **[Survey, khasra, plot or flat number: _____]**, situated at [Village, town or locality: _____], within the limits of [Municipal or local authority: _____], in the registration sub-district of [Sub-Registrar office for the property: _____].

Area: [Area of the property: _____]

Boundaries:
North: [Boundary on the north: _____]
South: [Boundary on the south: _____]
East: [Boundary on the east: _____]
West: [Boundary on the west: _____]

Parking: [Parking included: _____]

Fixtures and fittings included: [Fixtures and fittings included: _____]

Municipal, revenue or society account number: [Property tax, revenue or society account number: _____]

Existing Encumbrances to be discharged by the Seller: [Existing encumbrances to be cleared: _____]

Payment schedule

No.

Instalment

Amount (Rs.)

Due date

Mode and reference

1

Earnest Money on signing

[Earnest money (Rs.): _____]

[Date of the agreement: _____]

[How the earnest money was paid: _____]

2

Part payment after title clearance

[Part payment after title clearance (Rs.): _____]

[Due date of part payment: _____]

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Bank transfer

3

Balance Consideration at registration of the Sale Deed, less TDS and any lender payoff

[Balance payable at registration (Rs.): _____]

[Last date for the sale deed and payment: _____]

Bank transfer or Lender disbursement

Total

[Sale price in figures: _____]

All payments by account payee cheque, account payee draft or electronic bank transfer only. No cash.

List of Title Documents

[List of title documents: _____]

The Seller will deliver the originals of these documents to the Buyer or the Buyer's Lender under Clause 19.2.

RECEIPT

Received from **[Buyer's full name: _____]** the sum of **Rs. [Earnest money (Rs.): _____]** as Earnest Money under the Agreement for Sale dated [Date of the agreement: _____] for the Property described in Schedule A, paid by [How the earnest money was paid: _____].

Signature of the Seller:
[Seller's full name: _____]

Witnesses:\

1. [Witness 1 name and address: _____]\
2. [Witness 2 name and address: _____]

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