

AGREEMENT TO SELL PROPERTY

This Agreement of Sale is made the..... day of..... in the year 200..... Between Sri..... aged about..... years, son of..... resident of..... (hereinafter called the Seller) of the one part and Sri..... aged about..... years, son of..... resident of..... (hereinafter called "the Purchaser") of the other part.

WHEREAS the Seller is desirous of selling and the Purchaser is agreeable to purchase a house with site and land situated in Mohalla..... in the city of..... (more specifically described in the schedule hereto) belonging to the Seller for a sum of Rupees..... (Rs..... only) free of all encumbrances, charges and liens

whatsoever;

NOW THEREFORE THIS AGREEMENT WITNESSETH as under: -

1. That the Seller shall sell free of all encumbrances, charges and liens whatsoever his dwelling house with site and land situated in Mohalla..... in the city of..... bounded as below and the Purchaser shall buy the same at the said price and condition.
2. That this agreement has been entered into by the Purchaser on the Seller holding out that he, the Seller is the absolute owner of the said house, site and land with a subsisting right to make the transfer in the manner hereby contemplated and that the said property is not in any manner encumbered or charged with the payment of any money.
3. That the Purchaser has this day on the execution of this agreement paid to the Seller a sum of Rupees..... (Rs.)..... only) which constitutes the consideration of this agreement and the balance of the purchase price shall be paid by the Purchaser on or before the expiry of one month from the date hereof, but subject to the conditions hereinafter appearing.
4. That the Seller shall produce within one week from today all the title deeds pertaining to the property intended to be sold for scrutiny by Sri..... legal adviser of the Purchaser and if the said legal adviser does not find the title clear and subsisting this agreement shall be of no avail and the consideration of this agreement amounting to Rupees..... (Rs.)..... only) received by the Seller from the Purchaser today shall be refunded to the Purchaser without any deductions

whatsoever and without any delay.

5. That on the Purchaser making available the balance of the purchase price on or before the stipulated period a sale deed prepared by the said legal adviser of the Purchaser shall be executed and registered by the Seller at the cost of the Purchaser. The sale deed shall contain the usual indemnity clauses of good and subsisting title and freedom from encumbrance etc.

6. That the Seller shall hand over all title deeds together with the latest receipts of tax payment in respect of the property showing full payment up to the nearest financial completed year at the time or before registration of the sale deed.

IN WITNESS whereof the said..... the Seller and the said the Purchaser have hereto signed and executed this agreement on the day and year first above written.

WITNESS: -

1.

2. SELLER

.....

PURCHASER

DESCRIPTION OF PROPERTY INTENDED TO BE SOLD

A double storeyed house built on free hold land together with site and land and boundary wall situated in Mohalla..... city and bounded as below: -

East: -

West: -

North: -

South: -

.....

PURCHASER

.....

SELLER