AGREEMENT TO SELL PROPERTY

THIS AGREEMENT OF SALE is made the …….day of …….in the year BETWEEN Shri …….aged about ……..years son of ……..resident of …… (who, and his heirs and assigns are, unless the contrary appears hereinafter called ”the seller”)of the one part AND Shri …….aged about …….years, son of …….resident of ……. (who, and his executors, administrators and legal representatives or assigns are, unless the contrary appears, hereinafter called “the purchaser”) of the other part.

WHEREAS the seller is desirous of selling and the purchaser is agreeable to purchase a terrain of agriculture and land situate in Village ……Tehsil …….District (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 plot situate at……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 by the purchaser on the seller holding out that he, the seller, is the absolute owner of the said land with a subsisting bhumidhar with transferable rights or lesser authorized or attorney holder, authorized to sale the immovable property in the manner hereby contemplated.

3. That the purchaser has paid the token amount of plot/land in question of Rs……..(……..) which constitutes the part consideration of this agreement and the balance of the amount of Rs……./-(…….) has been paid thru Post dated cheque no……dated……amounting to

Rs……..(……) which shall be encased as considerations after completion to post dated cheque duration, subject the conditions hereinafter appearing.

4. That the seller has also explained the purchaser about nature of plot and the seller, having fully satisfied has booked the plot in question are also paid the post dated cheque no……dated……..for full and final settlement.

5. That the seller shall pay the rent taxes cesses and assessments up to execution of the sale deed and thereafter the purchaser shall be absolutely responsible of the same however, if any such rent taxes cesses and assessment in levied by the State/Central govt. before execution of sale-deed, the same shall also be paid by the purchaser.

6. That in case dishonor of post dated cheque, issued by the purchaser the current rate of plot shall be determined of that time and the purchaser shall be liable to pay the same. The cheque amount shall be paid in 30 days from the date of dishonor of cheque as provided under Negotiable Instrument Act.

7. That after full and final payment of plot the seller shall execute the registered sale deed favor of purchaser which all the expenses shall be incurred by the purchaser including court fee and other misc charges etc.

8. That the parties confirm that they are signing this agreement to sale with full knowledge of Land Laws Rules and Regulations, Local Laws through it Lawyer Advisor, applicable for overall Transaction.

9. That all the rights and obligation of the parties under or arising out of this agreement, shall be construed and enforced in accordance with the law of India.

10. That it is hereby agreed and understood that the expression “the sellers” and “the purchasers” shall include their respective heirs successors and assigns unless the context otherwise requires.

11. That in the event of any difference dispute between parties hereto, the only court at Lucknow shall have jurisdiction to adjudicate the same.

IN WITNESS whereof the parties hereto have signed hereunto at…….the day and the year first above written.

1.

. **Sellers**.

Witnesses:

2.

Purchasers.

DESCRIPTION OF PROPERTY TO BE SOLD

Plot which the boundary situated at Village…….. Post……. Tehsil……. District……. And bounded as below:-

EAST:_____

WEST:_____

NORTH:_____

SOUTH:_____

Signatory **Signatory**

(Purchasers) **(Sellers)**