**AGREEMENT TO SALE**

 This agreement to sale is made and executed at (Name of the place where execution is made) on this …………………day of ……………………….

between

1. …………………………………………………,S/D/W of…………………………………….., aged about …………… years and by profession …………………………………… and permanent resident of………………………………………., P.O …………………………………, P.S ………………………., District ……………………………….., Pin ……………………….. and at present ………………………………,[for and on his/her behalf ……………………. Permission No…………Date…………… (as the case may be)]/ [Name of the Organization/Institution/with all additions ] hereinafter called the First Party – Seller (s) of the Part

AND

1. …………………………………………………,S/D/W of…………………………………….., aged about …………… years and by profession …………………………………… and permanent resident of………………………………………., P.O …………………………………, P.S ………………………., District ……………………………….., Pin ……………………….. and at present ………………………………,………………………………,[for and on his/her behalf ……………………. Permission No…………Date…………… (as the case may be)]/ [Name of the Organization/Institution/with all additions ] hereinafter called the Second Party – Buyers (s) of the other Part

(Note : If there are more than one perspective/ seller or buyer the particulars of information as required before the word hereinafter may be repeated)

 The expression First Party – Seller and Second Party – Buyer shall mean and include the parties, their respective heirs in succession, successors and nominees, executors, administrators, legal representatives and assignees (as the case may be) of their respective parts.

**SOURCE OF TITLE TO THE PROPRTY:**

 Whereas the First Party – Seller(s) is/are the absolute owner/owners and in possession (or otherwise entitled to physical and legal possession) of the property situated in Village/Town/Municipality/Municipal Corporation (as the case may be) measuring an area of .......................(hereinafter referred to as the said property) as mentioned under the schedule of property having purchased/acquired inherited/succeeded............................ (describe the mode of acquisition in detail)/ Whereas the First Party – Seller(s) is/are the co-owner/coparcener/imperfected title holder and in possession (or otherwise entitled to physical and legal possession) of the property situated in Village/Town/Municipality/Municipal Corporation (as the case may be) measuring an area of ...............................(hereinafter referred to as the said property) as mentioned under the schedule of property having inherited/succeeded/imperfected right, title or interest upon it................... (describe the mode of acquisition in details).

And whereas the First Party – Seller(s) is /are desirous of selling the said property in favour of the Second Party – Buyer(s) on the part performance of the terms and conditions mentioned hereunder against a sale consideration of Rs................. (Rupees ................................) only or as per the prevailing market value (whichever is higher) on the date of execution of Sale Deed in future, out of which an advance amount of Rs. ..................... (Rupees ................... ) only is being paid hereof and that the possession of the said property shall be handed over to the Second Party - Buyers only after the registration of the sale deed and pursuant to the perfection of absolute right, title and interest over the property in favour the First Party – Seller(s).

 And whereas the period of agreement is for ..................... years/months or till the execution and registration of the said property in favour of the Second-Party-Buyer(s) is made after the condition of perfecting the right, title and interest in favour of the First Party – Seller(s) is satisfied.

**SCHEDULE OF PROPERTY**

DESCRIPTION OF LAND:

District ………………………………, P.S ……………………….., PS No……….., Tahasil ………………………….., Tahasil No. ……………………., Mouza ……………………………, Hal Settlement (or Consolidation ) / Mutation Khata No. ………………., Plot No. ………………….., Kisam …………………………., Ac ……………………….. dec, (i.e, ……………………..Sq ft.) (out of Ac …………………. dec from its ………………….side)/ (of undivided share notionally fixed out of a total of Ac ……………………… dec.) with annual rent of Rs. …………………… which is shown in ……………… colour in the attached sketch map, (sub plot No…………………) and bounded by North: …………………………….., South: ………………………….., East:………………………………. and West:……………………………….

[DESCRIPTION OF HOUSE (If any) : Holding No…………………, ………………… storeyed building with an area of ……………………. Sq ft. with ………………………. (description) as detailed in Declaration annexed in Form B

[DESCRIPTION OF FLAT: Flat No………………….., floor ……………., Super built-up area of ……………………… Sq ft with ………………………(description). Ready built Flat in …………………………… (Name of Apartment) marked in lay out drawing annexed to the sale deed bounded by North: ……………………, South: ……………………., East: …………………… and West: …………………………..] as detailed in annexed in Declaration Form B

**CONDITIONS OF SALE:**

 In consideration of the amount mentioned above, the First Party – Seller(s) hereby agrees/agree to sell the above scheduled property and declares/declare as follows:

1. That he/she/they is/are the absolute owner/s of the property agreed to be conveyed and is/are in possession, occupation and enjoyment of the property mentioned in schedule and no one else has got any right title, power and interest to convey the property.
2. That there are no encumbrances over the property and he/she/they agree/s to undertake to indemnify the buyer against all damages, losses, liabilities or expenses which the Second Party – Buyer(s) may suffer and incur by reasons of defects in title or by reasons of encumbrances.
3. That the First Party – Seller(s) hereby undertakes/undertake to execute and sign and get the sale deed or deeds registered in respect of the scheduled mentioned property either in the name of the Second Party – Buyer/s or his/her/their nominee or nominees any time when called upon to do so.
4. That the First Party – Seller/s herein undertakes/undertake to deliver vacant peaceful and physical possession of the property mentioned in Schedule to the Second Party – Buyer(s) / [The First Party – Seller(s) shall deliver vacant peaceful and physical possession of the property mentioned in the schedule to the Second Party – Buyer(s) only after the execution/registration of the sale deed] (retain whichever is applicable).
5. That the First Party – Seller(s) or anyone acting on her/his/their behalf has/have not entered into any sale agreement with any other person earlier in respect of property mentioned in Schedule either in full or in part and assures/assure that he/she/they will not enter into any sale agreement other than this present one.
6. That in the event of full payment of the said consideration amount on or before the period of this agreement, the First party – Seller(s) agrees/agree to execute necessary sale deed and thereafter come over to the registration office for completing the registration shall deliver vacant peaceful and physical possession only after the execution and registration of the sale deed.
7. That otu of the sale consideration mentioned above the advanced amount of Rs. ................................. have been fully paid and the First Party – Seller(s) acknowledge(s) the receipt of the same.
8. **Any other terms and conditions (if any):**

**The Second Party – Buyer(s) confirm(s):**

1. That in the event of buyer paying the entire sale consideration and the seller fails to execute necessary documents/sale deed besides completion of registration process on or before the ................................ (date of completion of agreement), the Second Party - Buyer(s) shall be entitled to enforce this agreement through a competent court of law.
2. **The possession of the property has been/has not been handed over to the buyer before, after or on the date of execution of this agreement.**
3. **Any other terms and conditions (if any):**

In witness whereof, the First Party and Second Party have signed this deed of exchange on the date first mentioned above in presence of the following witnesses.

Signature of First Party- Intending Seller

Signature of the Second Party- Intending Purchaser

Witnesses:

1. (signature in full)

Name, Name of Father / Husband

Complete Address with Police Station,

Profession and Apparent Age

2. (signature in full)

Name, Name of Father / Husband

Complete Address with Police Station,

Profession and Apparent Age

Details of Scriber

1. Scribed by vendor
2. Name and complete Address of the deed writer with licence No.
3. Name and complete Address of the Advocate with licence No.

**[Fill up only which is applicable and strike off that which is/are not applicable]**