

Agreement to Sell

- 1. Nature of the Document : AGREEMENT TO SELL
- 2. (i) Date of Execution :
- (ii) Place of Execution :
- 3. Name of the seller :
- Age :years
- Father/ Husband Name :
- Address :
- :
- :

Note: (if there are more than one sellers the particulars in column may be repeated)

- (i) Name of the agent (if any) :
- Age :years
- Father/ Husband Name :
- Address :
- :
- :

Details of Power of Attorney :

- 4. Name of the buyer :
- Age :years
- Father/ Husband Name :
- Address :

Note : (If there are more than one buyers, the details in column 4 may be repeated).

- (i) Name of the agent (if any) :
- Age :years
- Father/ Husband Name :
- Address :
.....
.....
- Details of Power of Attorney :
- 5. Source of title to the property :
- 6. Previous Registration : Document No. Year Office
.....
- 7. (i) Sale Consideration : Rs.....(Rupees.....only)
- (ii) Advance Amount: Rs.....(Rupees.....only)
- (iii) Details & Mode of Payment :
- (iv) Period of agreement:

8. SCHEDULE OF WHOLE PROPERTY:

Total Area of Plot/ flat.....Sq. Meters /Sq. Feet/applicable plinth area

Cost of Land.....

Built up area.....

Number of floors constructed/ semi constructed.....

Category (Area Wise, for the purpose of calculation of circle rate).....

Approved use

Actual use

Year of construction
 Cost of construction
 Stamp duty paid Rs
 Revenue District
 Sub-Register Office
 Village
 Local Body concerned
 Ward No/Municipal No.
 GRS No/O.S No/R.Survey No/ T.S.No.....
 (whichever is applicable)
 Survey Block No./ Survey ward No.
 Total ExtentHec./Sq.M
 Extent of Land Hec./Sq.M
 Street Name
 Door No.
 Flat No.
 Market Value of the property
 Nature of property (Agricultural/ Residential/ Plot/ House/ Shop/
 Industry) :
 Boundaries:
 East by:
 West by:
 North by:
 South by:
 Linear Measurements:
 East to West on the Northern side:
 East to West on the Southern side:
 North to South on the Eastern side:
 North to South on the Western side:

9. Conditions of Sale:

(I) In consideration of the amount mentioned above, the seller hereby agrees to sell the above scheduled property and declares as follows:

- (i) that he/ she they is/are the absolute owner /s 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.
- (ii) that there are no encumbrance over the property and he/she/ they agree/s to undertake to identify the buyer against all damages, losses, liabilities or expenses which the buyer may suffer and incur by reasons of encumbrances.
- (iii) that the seller hereby undertakes to execute and sign and get the sale deed or deeds registered in respect of the schedule mentioned property either in the name of the buyer or his nominee or nominees any time when called upon to do so.
- (iv) that the seller herein undertakes to deliver vacant peaceful and physical possession of the property mentioned in schedule to the buyer.
- (v) That the seller or any one acting on his behalf has not entered into any Sale agreement with any other person earlier in respect of property mentioned in schedule either in full or in part assures that he will not enter into any sale agreement.
- (vi) That in the event of full payment of the said consideration amount on or before the period of this agreement, agrees to execute necessary Sale deed and giving vacant possession and agrees to come over to the registration office for completing the registration.
- (vii) That out of the sale consideration mentioned above the advance amount of Rs.have been fully paid and acknowledges the receipt of the same.

The buyer confirms:

- (i) 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 buyer shall be entitled to enforce this agreement through a competent court of law.

- (ii) The possession of the property has been/ has not been handed over to the buyer.

10. Any other terms and conditions (if any):

IN WITNESS WHEREOF this agreement to sell is being signed on the day, month and year first mentioned above in the presence of the following witnesses:-

Witnesses:

1. (Name, Father Name and Address) Signature of the Seller

2. (Name, Father Name and Address) Signature of the Buyer