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**AGREEMENT TO SELL**

THIS AGREEMENT TO SELL is made at Shimla on .....day of....., 2017 BETWEEN . .....

.....  
.....  
.....  
.( HEREINAFTER CALLED THE FIRST PARTY/ SELLER) Which expression shall include his/her / their heirs, executors, administrators, legal representatives and assignees of the one part

AND

.....  
.....

( HERE-IN-AFTER CALLED THE SECOND PARTY/ PURCHASER) which expression shall include his/her heirs, executors, administrators, legal representatives and assignees.

AND WHEREAS THE first party /seller is the owner in possession of

.....  
.....  
.....  
.....

.....according to revenue record.

Contd...2...

...2...

AND WHEREAS the Seller has agreed to Sell and the Purchaser has also agreed to purchase the .....  
.....  
.....for a total consideration of Rs /- (Rupees .....only) and the seller has received Rs ...../- ( Rupees .....only ) as advance money today and the remaining amount Rs. ....-/- (Rupees .....only) shall be paid by the second party to first party at the time of registration of sale deed & the sale deed shall executed by both the parties within a period of.....

NOW THE PARTIES ARE AGREED ON THE FOLLOWING TERMS AND CONDITIONS :-

1. That the land hereby sold is free from all encumbrances, charges, claim mortgage, litigation, sale etc.
2. That the Second party is bonafide Himachali and also an agriculturist and entitled to purchase the agriculture land with in the jurisdiction of State of Himachal Pradesh. After selling this portion of land will not become landless.
3. That the Seller has assured to the purchaser that the Seller has not entered in any Sale Agreement with any other person & he will not enter into an agreement for sale of the said land with any other person.
4. That the second party will bear all expenses for the registration of sale deed.
5. That if there will be any defect in the title of the seller, in that event the seller shall make all the loss good suffered by the purchaser.
6. That the second party has full right to registered the sale deed in his own name or name of any other person / persons than the first party have no-objection.
7. That the first party will be responsible for handing over the vacant possession of the above- mentioned land at the time of Sale Deed.

...3...

8. That the second party will always be ready and willing to execute the sale deed within stipulated period as agreed between the parties on payment of whole sale consideration and if the first party fails to execute the Sale Deed in favour of second party not any default on part of the second party, the second party shall have every right to file a suit for specifically performance of agreement in the court competent jurisdiction against the first party entirely at the cost, risk & responsibility of the first party
9. That in case the second party fails to get the Sale Deed registered due to financial lapses, then the first party shall have right to forfeit the advance amount.
10. That in case the first party fails to execute the sale deed in the name of second party with in above mentioned period then the second party will have the right to get the sale deed registered in his name through Court of law under specific performance or have right to receive double amount of money advanced to the first party .
11. That the aforesaid agreement is made between the party without any undue influence from the second party and any other person whatsoever and this agreement is being made with the free consent of both the parties including their assignees, executors and administrators in letter and spirit.

In witness whereof the parties of this agreement have set their hands, the day, month and year above written.

Witnesses: -

1.

First Party/ Seller

Second Party/ Purchaser.

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