

5. AGREEMENT TO SELL AND PURCHASE

This Agreement is executed at _____ on the day of _____ 20 _____ between _____ son of _____ resident of hereinafter called the first party; and _____ son of _____ resident of hereinafter called the second party.

The expression first party and second party shall both mean and include their heirs, successors, executors and assignees.

Whereas the first party is the owner and in possession of (hereinafter called the property) with the lease hold rights of the land under the said property which was allotted by _____ vide File No _____;

And whereas the first party has agreed to sell and transfer the said property to the second party who has agreed to purchase the same for a sum of Rs. _____ (Rupees _____). The entire consideration amount has been received by the first party from the second party in full and final settlement of sale price vide a separate receipt duly attested by Notary Public and nothing remains due out of the sale price.

NOW THIS AGREEMENT TO SELL AND PURCHASE WITNESSETH AS UNDER

1. That in consideration of the said amount the first party both hereby sell, convey, transfer and assign the said property with all his rights, title and interests, in favour of the second party and the second party shall have full rights to use, enjoy, hold, sell and mortgage the said property in any manner he likes without any hindrance from the first party.
2. That all the dues and taxes till the date of this agreement shall be paid by the first party and thereafter by the second party.
3. That the first party hereby assures and declares that the said property under sale is free from all sorts of encumbrances, sale, mortgage, gift, lien, decree, charges etc., and there is no legal defect in the title of the first party. If it is proved otherwise the first party shall be liable to indemnify the second party with costs and expenses, etc.
4. That the first party hereby assures the second party that he will cooperate in all the formalities for the transfer of the said property in favour of the second party as and when permissible. However, all the dues, taxes, unearned increase amount, lease money, free hold conversion charges etc., at the time of transfer of the said property shall be paid by the second party.
5. That the first party shall not have any right, interest or lien on the said property and easement attached thereto and the second party shall be its sole owner henceforth.
6. That if necessary the first party will apply and get the sale permission/Income-tax Clearance Certificate for the transfer of the said property at the cost of the second party from the office of the concerned authority.
7. That the actual physical and peaceful vacant possession of the said property under sale with all the connected documents has been delivered to the second party on the spot.
8. That the second party shall realise all the rents and profits of the said property from the date of execution of this agreement.
9. That the first party shall not create any charge on the said property after the date of execution of this agreement.
10. That the first party has not entered into any sort of agreement with any body else for the sale or transfer of the said property.

11. That the first party also confirms that he will sign whenever required by the second party all the concerned documents, forms, affidavits etc., for transfer of said property in the name of the second party.
12. That this agreement will remain irrevocable and binding on both the parties and on heirs, successors, executors and assignees of the respective parties.
13. That if the first party infringes the terms and conditions of this agreement, then the second party shall be entitled to get the completion of the sale of the said property through the court of law at the cost of the first party.

IN WITNESS WHEREOF, both the parties have signed this agreement, on the day, month and year first above written in the presence of the following witnesses:

Witnesses:

First Party
Second Party