

AGREEMENT TO SELL PROPERTY

This Agreement to Sell is made on this _____ day of _____, 20____.

By:

_____ (Hereinafter referred to as 'the Seller')

Party of the First Part

AND

_____ (Hereinafter referred to as 'the Purchaser')

Party of the Second Part

RECITALS

Whereas the Seller is the absolute owner and in possession of the property situated at:

And whereas the Seller agrees to sell the said property to the Purchaser along with all rights, title, and interests, free from all encumbrances, for a total consideration of Rs. _____/- (Rupees _____ only) on the following terms and conditions:

1. Title and Possession

The Seller assures the Purchaser that:

- The said property is not mortgaged, attached, or encumbered in any manner.
- The property has not been offered as surety or bail in any court, financial institution, or corporation.
- No previous agreement to sell exists with any other party.

2. Payment

The Purchaser has paid the total sale consideration of Rs. _____/- (Rupees _____ only) to the Seller as full and final payment. The Seller hereby acknowledges receipt of the said amount in the presence of witnesses. No balance is due regarding the said

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property.

3. Free from Encumbrances

The Seller confirms that the said property is free from all encumbrances, charges, liens, mortgages, gifts, leases, or any other claims.

4. Transfer Obligations

The Seller agrees to:

- Transfer the property in the name of the Purchaser or his/her nominee.
- Complete all necessary formalities with the concerned authorities.

5. Expenses

- The Seller shall bear all expenses related to the preparation of the No Objection Certificate (NOC) and initial documents.
- The Purchaser shall bear the expenses of the final sale deed and registration.

6. Purchaser's Right to Transfer

The Purchaser has the right to sell or transfer the property in his/her own name or in the name of any nominee or third party without any objection from the Seller at any stage.

7. Default

If the Seller fails to execute or complete the transfer formalities, the Purchaser shall have the right to enforce the agreement through a court of law under the Specific Relief Act. In such a case, the Seller shall be liable to bear all costs, damages, and consequences arising therefrom.

SIGNATURES

In witness whereof, both the parties have signed this Agreement at _____ on this ____

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day of _____, 20____, in the presence of the undersigned witnesses.

1. _____

Seller (First Party): _____

2. _____

Purchaser (Second Party): _____