

AGREEMENT TO SALE OF SHOPLET

This Agreement to sale is signed and executed on this day of here at ,between

A] , s/o residing at herein after called as the party of the FIRST PART

And

B]PNAME, s/o residing at herein after called as the party of the SECOND PART

Signature

seller

Signature

Purchaser

(Contdd.)

WHEREAS, because of some financial needs, The Seller is willing to sell the above mentioned property and approached to purchaser to sale the said property . & therefore, both the parties, in pursuant to their respective desire, entered into this agreement to sale on the following terms conditions.

Witnesseth as follows:

1. That, the seller agrees to sell and the purchaser agrees to purchase for the sum of Rs /- (in words ,Rupees only) containing by admeasurements square meters of land together with all buildings, structures and outhouses and rights, easements and privileges enjoyed therewith.

2. That, Rs /- (Rupees only) have been paid as earnest money by the purchaser to the seller by means of cash / Cheque / Demand Draft No dated drawn on and the balance of Rs Rupees only shall be paid to the seller by purchaser at the time of the execution of the sale-deed of the said property.

3. That, the sale-deed shall be executed on or before the day of whereupon the purchaser shall be entitled to immediate possession of the property sold to him.

4. That, the seller shall guarantee his sole and absolute title in the property to be sold and shall enter into all the usual covenants.

Signature

Signature

seller

Purchaser

1. That the property sold is free from encumbrances [or that the property is subject to the following encumbrances (details of encumbrances) and shall be sold subject to them, or which shall discharged by the seller before the completion of the sale in favor of the purchase.
2. That within two days from to-day the seller shall produce all the title-deeds of the said property for inspection of the purchaser or of his nominee at [place] and that in case the seller is unable to prove the marketable title that he has agreed to sell to the purchaser in the property agreed to be sold, it shall be open to the purchaser to cancel this agreement and to demand the return of the earnest money paid by him, and which shall be immediately returned by the seller.

3. That all taxes and expenses / Penalties relating to the property up to the date of the completion of the sale shall be paid by the seller, and thereafter by the purchaser, and that all rents, profits and income up to that date shall be taken by the seller and thereafter by the purchaser.
4. That if the seller makes default in the performance of any of the conditions of this agreement, he shall pay Rs /- by way of compensation to the purchaser for such default; and if the purchaser makes default in the performance of any of the conditions to be performed by him under this agreement, then the seller shall be entitled to forfeit the whole of the earnest money of Rs /- paid to him; and that the party not in default shall be further entitled at his discretion either to annul this agreement or to specifically enforce it, in addition to any remedy that may be open to him.
5. That the expenses of the sale shall be paid by the purchaser .
6. That the title deeds of the property shall be handed over to the purchaser by the seller at the time of the completion of the sale. Or (That the seller shall retain but Will undertake to produce for inspection by the purchaser, whenever reasonably required to do so, the following title deeds which relate to the property' sold along with the other property of the seller). (List of the title deeds)

Signature

Signature

seller

Purchaser

7. That this agreement shall bind the above parties and their respective heirs, representatives and assigns.
8. That if there be any difference or dispute between the parties on any matter arising hereunder or claimed so to rise, the same shall be referred to the arbitration of Aurangabad whose award thereon shall be final and binding on the parties.

Bothe Seller & Purchaser agreed to abide the aforesaid terms & conditions mutually in pursuant to this agreement to sale & they voluntarily entered into this agreement on . In witness whereof the seller and the purchaser have here unto set and subscribed their respective hands /signatures in the presence of :

Signature

Signature

seller

Purchaser

WITNESSES

1.....

2]

Description of the Property :

Area Of the Property

: Sq. Meter.

Boundary

: North - ,

South -

East -

West -

Shoplet No.

: