

AGREEMENT TO SALE

THIS AGREEMENT to sell made at----- on this-----
- day of-----200----- between x, son of-----resident
of----- hereinafter called the vendor of the ONE PART and Y, s
on of----- resident of----- hereinafter called the
purchaser of the OTHER PART.

WHEREAS the vendor is absolutely seized and possessed of the house more f
ully described in the Sch. hereunder:

WHEREAS the vendor has agreed to sell his house to the purchaser on the te
rms and conditions hereafter set-forth.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. The vendor will sell and the purchaser will purchase the house bearing no---
----- situated at----- more particularly described in th
e Schedule hereunder for a price of Rs -----free from all encumbr
ances.
2. The purchaser has paid a sum of RS----- as earnest money on-
----- and the balance amount of consideration will be
paid at the time of execution of conveyance deed.
3. The sale shall be completed within a period of----- months from this
date and it is hereby agreed that time is the essence of the contract.
4. The vendor shall submit the title deeds of the house to the purchaser with
in one week from the date of this agreement for investigation of title and sh
all report the same to the vendor.
5. If the purchaser finds that the vendor s title is not clear, the vendor sha
ll refund the earnest money, without interest to the purchaser within-----
-----days from the date of intimation about the report by the purchasers. I
f the vendor does not refund the earnest money within----- da
ys from the date of intimation about the report.
6. The vendor declares that the sale of the house will be without encumbranc
es.
7. The vendor will hand over the vacant possession of the house on the execu
tion and registration of sale deed.
8. If the purchaser commits breach of the agreement, the vendor shall be enti
tled to forfeit the earnest money paid by the purchaser to the vendor and the
vendor will be at liberty to resell the property to any person.
9. If the vendor commits breach of the agreement, he shall be liable to refu
nd earnest money, received by him and a sum of Rs ----- by wa
y of liquidated damages.

10. The vendor shall execute the sale deed in favor of the purchaser or his nominee as the purchaser may require, on receipt of the balance consideration.

Schedule above referred to

IN WITNESS WHERE OF the parties have set their hands to this Agreement on the day and year first hereinabove written.

WITNESS:--

1.

Sd. X

2.

Sd. Y