**AGREEMENT TO SELL**

This agreement to sell is executed at......................... on this......................... day of......................... 19......................... by......................... s/o......................... r/o.........:............... hereinafter called. "The Vendor" in favour of Shri......................... s/o Shri......................... resident of......................... (hereinafter called "The Vendee").

The expression of the vendor and the vendee shall mean and include their heirs, successors, legal representatives, administrators, executors, nominees and assigns.

Whereas the Vendor is the absolute owner and in possession of agricultural land measuring......................... bighas and......................... biswas, Khasra Nos. .......................... situated in.........................

And whereas the vendor has agreed to sell and the vendee has agreed to purchase the said land for a sum of Rs.......................... out of which a sum of Rs.......................... (Rs.......................... only) as advance money and part payment has today been received by the vendor from the vendee, the receipt of which the vendor hereby admits and acknowledges and the balance sum of Rs.......................... (Rs.......................... only) will be received by the vendor from the vendee, at the time of the registration of the sale deed.

That the actual physical vacant possession of the said land has been delivered by the vendor to the vendee, on the spot, at the time of the signing of this agreement to sell.

That the vendor will obtain the no objection certificate and income tax clearance certificate from the authorities concerned.

That after obtaining the said permissions, the vendor will inform the vendee by registered post.

That within fifteen days from the date of the receipt of the said intimation to the vendee, the vendor will execute the sale deed of the said land in favour of the vendee or his nominee/s, failing which the vendee will be entitled to get the sale deed registered through the court of law by specific performance of the contract, at the cost and expenses of the vendor.

That the vendor assures the vendee that the said land is free from all kinds of encumbrances such as sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease, agreement etc. etc. and if it is ever proved otherwise, then the vendor will be liable and responsible to make good the loss suffered by the vendee.

That in case the land is acquired by the Govt. before the date of the registration of the sale deed, then the vendee will be entitled to receive the compensation.

That all the expenses of the sale deed viz. stamp duty, registration charges etc. shall be borne and paid by the vendee.

In witness whereof, the parties have signed this agreement to sell at ......................... on the date first mentioned above in the presence of the following witnesses:

Witnesses Vendor

1..............

2.............. Vendee