**AGREEMENT TO SELL (BIANA)**

**Certificate No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This agreement to sell is made at **Mohali** today the **\_\_** day of \_\_\_\_2024, between the followings:-

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ R/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(hereinafter referred to as the seller), which term shall where the context so admits, includes his heirs, executors, successors, assignees, legal representatives and administrators) of one part of this deed.

1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(hereinafter referred to as the PURCHASER, which term shall where the context so admits include his heirs, assignees, executors, successors, legal representatives and administrators) of the other part.

WHEREAS the above said seller is the GPA/Agreement Holder on the behalf of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **.** The allotment letter & possession of the plot are yet to be given by the EO PUDA/GMADA Mohali in due course of time against said Letter of Intent. Whereas the above said Industrial plot isfree from all sorts of encumbrances, litigation, family disputes, mortgage, claims, charges, sale, transfer, etc. etc. till to date.

AND WHEREAS the above said seller is interested for sale of above saidIndustrial with full consent and knowledge of his/her family members & legal heirs in favour of the purchaser and the purchaser is also interested for purchasing the same and both the parties have agreed with each others on the following terms and conditions :-

1. That the total sale price of the said property has been fixed at **RS.\_\_\_\_\_\_\_\_\_\_\_**

(Rs **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**only)/-

1. That the said purchaser has paid to the said seller a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-
(Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) as per details given below : -

a. Rs.\_\_\_\_\_\_\_\_\_\_\_\_/- in cash in currency notes

b. Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_vide Bank Draft/Cheque No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. That the last date for completion of bargain i.e. for the final payment and execution and registration of sale deed/Transfer Paper/ GPA, Agreement Will etc. whichever is desired by the purchaser , has been fixed on or before 20 days issue of LOI by GMADA.

4. That the said seller has assured to the said purchaser that there is no defect in the title of the said property and the same is free from all sorts of encumbrances, litigation, sale, mortgage etc. etc. till to date and in case the said purchaser suffers any loss due to any defect in the title of the said Intent / Land or any loan stands in the said land or otherwise, then the said seller and his/her estates, legal heirs shall be liable to compensate the said purchaser in full for such loss of damages arising due to the sale of the said land as mentioned above.

5. That none of the parties shall back out from this deal at any later stage in future. If the seller backs out then apart from being liable for criminal prosecution, he shall also be liable to make payment of double of the earnest money (Biana) to the purchaser. The purchaser shall have the option either to accept the damages or to get the said plot transferred / executed through the sale deed in his favor through the court of Law under the specific relief act and the said purchaser shall have the first charge over the said plot. In case the purchaser backs out from this deal then her earnest money (Biana) shall stand forfeited in favour of the seller.

6. That prior to this, the seller has not sold/pledged this Industrial plot to be allotted / Form to anybody else and have also not executed a GPA, WILL or transfer etc. in favour of anybody else.

7. That this deal has been finalized with the best efforts of M/S **\_\_\_\_\_\_\_\_\_\_\_\_\_** to whom both the parties shall pay **1%** as commission.

8. The original copy of this agreement shall remain with the purchaser and a copy thereof with the seller for their respective uses.

9. That the above said property has been acquired by the seller with his own sources and before entering into this agreement to sell with the purchaser he has discussed with all his all family members and after the consent of his legal heirs, seller has sold the said property.

10. That in the event of any dispute between the parties, the same shall be triable by the court of competent jurisdiction of the circle concerned.

 IN WITNESS WHEREOF, both the parties have put their hands on this deed on the day, month and year first above mentioned in the presence of the witnesses with their free consent without any undue pressure, fraud or misrepresentation rather made with their sound disposing mind and after admitting the same to be true and correct, signed under health it, of its correctness so that it can be used at the appropriate time.

**WITNESSES:**

1.  **SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**2. PURCHASER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **RECEIPT**

 **\*\*\*\*\*\*\*\*\*\*\*\*\***

 Received a sum of **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-**

 **(Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** as, details are given below:-

a. Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- in cash in currency notes

b. Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ vide Bank Draft/Cheque No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. as EARNEST MONEY (BIANA) for the sale price of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** from the purchase **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_R/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **.** As per terms and conditions of the agreement to sell in the presence of the witnesses.

**WITNESSES**

1 **SELLER\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

2