

[]

*DISCLAIMER – THIS LEGAL FORM AND DOCUMENT IS FOR REFERENCE ONLY. ANY DOCUMENT THAT YOU ENTER INTO, SHOULD BE IN CONSULTATION WITH AN ADVOCATE OR A SOLICITOR. THE GOVERNMENT WILL NOT BE RESPONSIBLE FOR ANY CLAIM ARISING OUT OF THE USE OF THE FOLLOWING DOCUMENT.

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Shimla on [] day of [] 2017 BETWEEN []
[]
[]

.(HEREINAFTER CALLED THE FIRST PARTY/ SELLER) Which expression shall include his/her / their heirs, executors, administrators, legal representatives and assignees of the one part

AND

[]
[]

(HERE-IN-AFTER CALLED THE SECOND PARTY/ PURCHASER) which expression shall include his/her heirs, executors, administrators, legal representatives and assignees.

AND WHEREAS THE first party /seller is the owner i n possession of

[]
[]
[]
[] according to revenue record.

Contd...2...

...2...

AND WHEREAS the Seller has agreed to Sell and the Purchaser has also agreed to purchase the []
[]
[] for a total consideration of Rs /- (Rupees [] only) and the seller has received Rs []/- (Rupees [] only) as advance money today and the remaining amount Rs. []/- (Rupees [] only) shall be paid by the second party to first party at the time of registration of sale deed & the sale deed shall executed by both the parties within a period of []

NOW THE PARTIES ARE AGREED ON THE FOLLOWING TERMS AND CONDITIONS :-

1. That the land hereby sold is free from all encumbrances, charges, claim mortgage, litigation, sale etc.
2. That the Second party is bonafide Himachali and also an agriculturist and entitled to purchase the agriculture land with in the jurisdiction of State of Himachal Pradesh. After selling this portion of land will not become landless.
3. That the Seller has assured to the purchaser that the Seller has not entered in any Sale Agreement with any other person & he will not enter into an agreement for sale of the said land with any other person.
4. That the second party will bear all expenses for the registration of sale deed.
5. That if there will be any defect in the title of the seller, in that event the seller shall make all the loss good suffered by the purchaser.
6. That the second party has full right to registered the sale deed in his own name or name of any other person / persons than the first party have no-objection.
7. That the first party will be responsible for handing over the vacant possession of the above- mentioned land at the time of Sale Deed.

...3...

8. That the second party will always be ready and willing to execute the sale deed within stipulated period as agreed between the parties on payment of whole sale consideration and if the first party fails to execute the Sale Deed in favour of second party not any default on part of the second party, the second party shall have every right to file a suit for specifically performance of agreement in the court competent jurisdiction against the first party entirely at the cost, risk & responsibility of the first party
9. That in case the second party fails to get the Sale Deed registered due to financial lapses, then the first party shall have right to forfeit the advance amount.
10. That in case the first party fails to execute the sale deed in the name of second party with in above mentioned period then the second party will have the right to get the sale deed registered in his name through Court of law under specific performance or have right to receive double amount of money advanced to the first party .
11. That the aforesaid agreement is made between the party without any undue influence from the second party and any other person whatsoever and this agreement is being made with the free consent of both the parties including their assignees, executors and administrators in letter and spirit.

In witness whereof the parties of this agreement have set their hands, the day, month and year above written.

Witnesses: -

1.

First Party/ Seller

2.

Second Party/ Purchaser.

Disclaimer – This legal form and document is for reference only. Any document that you enter into, should be in consultation with an Advocate or a Solicitor. The Government will not be responsible for any claim arising out of the use of the following document.

PAN CARD

DONOR

DONEE

GIFT DEED

Value of land Rs. /- Value of e-Stamps Rs.

Circle Rate Rs. per Sq. mtrs (cultivated land category-v)

Circle Rate Rs. /- per Sq. mtrs (un-cultivated land category-v)

Certificate No. IN-HP02111034366148P Dated 24th day of January, 2017

THIS DEED OF GIFT IS MADE at Shimla on this day of February, 2017 between

(HEREIN AFTER CALLED THE FIRST PARTY/DONOR) which expression shall include her heirs, executors, administrator, legal representatives and assigns, of the one part.

AND

(HEREIN AFTER CALLED THE SECOND PARTY/DONEE) which expression shall include his heirs, executors, administrator, legal representatives and assigns, of the other part.

...2...

AND WHEREAS the first party/donor is owner in possession of

[REDACTED]

[REDACTED]

[REDACTED] as per Nakal Jamabandi for the year 2014-2015 which is attached herewith.

AND WHEREAS the SECOND PARTY / DONEE is the close relative of the FIRST PARTY/DONOR and the DONOR has great love and affection with the said DONEE, out of love and affection the DONOR has agreed to donate and the DONEE has also agreed to accept

[REDACTED]

[REDACTED]

[REDACTED]

AND WHEREAS THE DONEE is the close relative of the FIRST PARTY and also belong to Himachali Agriculturist Family and has to right to take the above mentioned gifted land.

NOW THIS DEED OF GIFT WITNESSETH ASUNDER :-

IN PURSUANCE OF AFORESAID consideration the DONOR being the owner of the above mentioned land and the DONOR having subsisting right to donate / gift the above mentioned

[REDACTED]

[REDACTED]

[REDACTED] ALONGWITH ALL RIGHTS easement paths, drainage, right of construction etc. whatsoever the said land belonging to or in any way appertaining to or the same or with any part thereof forever in favour of DONEE.

NOW THIS DEED OF GIFT WITNESSETHAS UNDER :--

1. That the DONOR has already handed over the vacant possession of the said gifted land to the Donee on spot and the said gifted land does not falls within 1000 mtrs from the link road.
2. That the DONOR hereby undertakes and agrees to get the mutation entered in all relevant revenue records and the DONOR shall have no- objection in case the mutation of the gifted land be attested in favour of DONEE in the absence of DONOR.
3. That the land hereby gifted is free from all encumbrances, charges, claim, litigation etc. and the DONOR has sufficient right to donate the said land.
4. That the DONEE has right to construct/develop/utilize the said Gifted land and avail any kind of loan from any bank / financial institution/ Society/Govt. department for the same or sale the said land.
5. That the DONEE has right to use the above mentioned gifted land in any manner.
6. That after the transfer of above said property the doner and his legal heirs will not claim back the said said property at any time in future and will not file any court case.
7. That the stamp duty and registration charges has been borne by the donee.
8. That the second party will be liable for any type of liability/ taxes (incuding income tax) if any. All taxes and liability regarding the above said land will be borne by the second party.
9. That the DONOR and DONEE are executing this deed of gift without any mental infirmity or any undue influence or pressure from any person.
10. That there is no any type of financial transaction regarding this deed has been taken between the parties.

...4....

IN WITNESS WHEREOF the DONOR has executed this DEED OF GIFT and delivered the same to the DONEE who has also executed the same in token of acceptance thereof the day, month & year first above written.

DONOR/ FIRST PARTY

DONEE/SECOND PARTY

WITNESS No-1

WITNESS No-2

NOTE:- This Deed drafted by me under the instruction of parties. All cuttings in this deed are confirmed and this deed explained to parties in vernacular and signed in my presence.

Disclaimer – This legal form and document is for reference only. Any document that you enter into, should be in consultation with an Advocate or a Solicitor. The Government will not be responsible for any claim arising out of the use of the following document.

LEASE DEED

Lease Consideration /-

for a period of 99 years (perpetual lease)

Market Value: Rs. /-

Stamp Duty @5% Rs. /-

Circler Rate Rs. /- Sq. mtrs

E-stamp Certificate No. IN-HP. Date day of

THIS LEASE DEED, made and executed at Shimla on this day of

by

hereinafter collectively known and referred to as “**THE LESSOR**” (which expression shall, unless it be repugnant to the context or it’s meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, assigns and attorneys etc.,) of the **FIRST PART**;

IN FAVOUR OF

hereinafter known and referred to as “ The **LESSEE**”,

(which expression shall, unless it be repugnant to the context or it’s meaning thereof, be deemed to mean and include his/her/their heirs, executors, legal representatives, administrators and assigns etc. of the **SECOND PART**, witnesses as follows:-

WHEREAS

The LESSOR is absolutely seized and possessed of or otherwise well and sufficiently entitled to the land comprised in Khata Khatoni No. [] Khasra No. [] measuring [] situated at [] as per latest Jamabandi for the year [], hereinafter referred to as the "The **said Land**".

AND WHEREAS

The LESSOR is willing and have agreed to lease out, convey and transfer to the LESSEE by way of irrevocable and renewable/extendable lease their entire respective shares in the land comprised in Khata Khatoni No. [], Khasra No. [] measuring [] situated at [] and the LESSEE has also agreed to acquire their shares in the said land by way of irrevocable and renewable/extendable lease for a term period of [] (Ninety Nine) years / perpetual for a mutually agreed Lease Consideration of Rs. []/- only (Rupees [] only), free from all encumbrances, disputes, liens, acquisitions, property claims and demands, whatsoever, in the manner hereinafter mentioned. The LESSOR, being the owner in possession of the his/her respective shares in the said land, are executing the present LEASE DEED.

AND NOW first party/lessor has agreed to lease out the land and the lessor has agreed to take the land which is within the Municipal limits of Shimla and leased according to the exemption, contained in Chapter-II (Control of Transfer of land) under the provisions of Sub Section -1 (i) and (3) of Section 118 of the H.P. Tenancy and Land Reforms Act 1972 (**in corporation area only**)

NOW THIS DEED OF SALE OF LAND FURTHER WITNESSES AS FOLLOWS

1. That in terms of mutual settlement arrived at and the consideration of the sum of Rs. []/- (Rupees [] only), agreed to be paid by the LESSEE, the LESSOR has agreed to lease out, transfer and convey to the LESSEE their entire respective shares in the aforesaid land by way of irrevocable and renewable/extendable lease for a term period of [] (Ninety Nine) years./ perpetual.

...3....

2. The LESSEE has paid to the LESSOR the entire agreed Lease Consideration, as per details given below, before execution of these presents, **being the full consideration money agreed to be paid as aforesaid**), the receipt whereof the LESSOR do hereby admit and acknowledge of the same and of and from the same and every part thereof hereby grant irrevocable, renewable/extendable lease of land, as per their shares.

DETAIL OF PAYMENTS MADE

i) Rs. []/- (Rupees [] only) by way of [] in the accounts of sellers.

3. The LESSOR do hereby grant, convey, transfer and assure by way of lease unto the LESSEE, free from all encumbrances and reasonable doubts **ALL THE aforesaid land**, as per their shares, fully described herein above, measuring [] more particularly mentioned in the latest Jamabandi annexed hereto, **TOGETHER WITH** all fences, plants, shrubs ways, paths, passages, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances, whatsoever, attached to the said land or any part thereof belonging or in any wise appurtenant to or with the same or any part thereof now or at or any time hereto before usually held used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto **AND TOGETHER ALSO WITH** full and free right and liberty for the LESSEE for ingress and egress **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the LESSOR in to out of or upon the said land, or any part thereof **TO HAVE OWN HOLD AND POSSESS** all the said land, as per their shares, hereby granted, conveyed, transferred BY WAY OF LEASE and assured or intended or expressed so be with their and every of their rights members and appurtenances (all which are herein called **“the said land” UNTO AND TO THE USE** and benefit of the LESSEE.

...4...

4. The LESSOR do hereby covenant with the LESSEE that notwithstanding any act, deed, matter or thing whatsoever by the LESSOR or any person or persons lawfully or equitably claiming by from through under or in trust for them, made, done, committed, omitted, or knowingly or willingly suffered to the contrary.
5. The LESSOR do hereby represent that they have in themselves good right, full power and absolute authority to grant, convey, transfer and assure their shares in the said land hereby granted, conveyed, transferred and assured or intended so to be BY WAY OF LEASE, unto and to the use of the LESSEE in the manner aforesaid.
6. The LESSOR do hereby declare that it shall be lawful for the LESSEE from time to time and at all times hereafter peaceably and quietly to hold enter upon use occupy possess and enjoy the said land hereby granted conveyed transferred and assured with their appurtenances and receive the rents issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the LESSOR or his/her heirs, executors, administrators, legal representatives, assigns and attorneys etc., or any of him/her/them from or by any person lawfully or equitably claiming or to claim by from under or in trust for him/her/them.
7. The LESSOR hereby further declare that the land hereby leased and transferred is absolutely free, clear and freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the LESSOR well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, title, charge, and encumbrances whatsoever either already or hereafter had made executed occasioned or suffered by the LESSOR or by any other person or persons lawfully or equitably claiming or to claim by from under or in for him/her/them.

8. The LESSOR, so far as it relates to her/him/them own acts and deeds only but not further or otherwise, do hereby covenant with the LESSEE that the LESSOR has not at any time heretofore made, done, executed, omitted or knowingly or willingly permitted, suffered or been party or privy to any act, deed, matter or thing whereby or by reason or means whereof the LESSOR is prevented from conveying, transferring and assuring his/her/their shares in the said land in the manner aforesaid or whereby or by reason or means whereof the same or any part thereof are can, shall or may be charged encumbered, impeached or prejudicially affected in estate title or otherwise howsoever
9. The LESSOR do hereby confirm and record that it has on execution hereof put the LESSEE in quiet, peaceful and vacant possession of the said land on spot.
10. The LESSOR hereby undertake to indemnify the LESSEE in case any latent or patent defect in the title to his/her/their shares in the said is found AND in such event the LESSOR shall be liable to make good all losses and damages suffered by the LESSEE.
11. The entire cost of Stamp Duty, Registration Fee and other charges and expenses have been fully borne by the LESSEE himself, as agreed.
12. That the said land is connected with the link road & there is no NH/ State Highway with the said land hereby leased out.
13. That the second party shall have the right to use and utilize the land in the manner it deems fit as per its requirement and also shall have complete rights to construct building (s)/ structure (s), on the said land as per its requirements and the first party will not have any right to create hindrance in this regard.
14. That the second party is authorized and will have the right to prepare the maps of the buildings / structure on the said land and construct the same and get it approved and sanctioned from the concerned authorities.
15. That the second party will have the right to change the land use as per revenue record if necessary
16. That the first party agrees that the second party shall have the right to further sub lease (part or whole) the above said land or any constructed portion which exists on the part of the said land to any person without any consent of the first party.
17. That the second party shall have right to raise loan against the land and building (s) or any part thereof which exists on the said land by mortgaging the same from any bank/ financial institution/ societies and the second party shall have also right to execute the mortgage deed and sign all the documents for the execution and attestation of mutation.
18. That the lessee shall have right to apply for the conversion of the said property from lease hold to free hold, and get the same registered in his/her/their names

or in any other name in such a case the lessor shall have no objection for the same whatsoever & the lessor and his/her/their legal heirs will not sell the above said land to any other persons except the lessees or their legal heirs at any time in future.

19. The LESSOR do hereby declare for all concerned that it will always be lawful for the LESSEE to put the land to any or such use as the later may desire, as per his/her/their requirement, raise any constructions, after getting the Plans approved from the concerned authorities.
20. That the legal heirs of the first party will liable to renew the lease of the above mentioned land after expiry of the lease period without any consideration and he/she/they will not claim the said land and property at anytime in future from the second party/legal heirs/nominee/agents/sub-lessee.
21. That the first party shall have no objection if the mutation of above mentioned land/property be attested in the name of second party in the absence of first party.
22. That all the charges, taxes, dues, cesses, rates levies etc., payable to any authority, if any due and pertaining to the said land for the period upto the date of execution of this deed shall be payable by the lessor and thereafter by the lessees. The lessor shall fully indemnify the lessee against any past due or liabilities in relation to the said land/property
23. That the aforesaid lease deed has been entered between the first party and the second party out of free will, without and coercion or pressure. The terms and conditions have been duly read and understood by the first party and the second party who can all read and understand English and its only therein after the lease deed has been signed.

IN WITNESS WHEREOF the LESSOR and the LESSEE himself have hereunto set and subscribed at Shimla on the day and year first hereinabove written.

WITNESSES

1.

LESSOR

2.

LESSEE

Drafted by me under the instruction of the parties of this deed

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN by these presents that I/we, []

[]

[] do hereby nominate appoint and constitute []

[]

[] as my/our lawful special attorney to do execute in my/our names and on my/our behalf the following acts, deeds and things in respect to attest the mutation of leased

[]

[]

[] in favour of []

[] & to appear before any Sub- Registrar concerned for its registration / attestation of mutation and sign all relevant documents for the same purpose.

I/We, hereby ratify and confirm all acts deeds and things done by my/our lawful attorney in respect of above mentioned purpose.

IN WITNESSES whereof I/We have set my/our hands on this power of attorney at Shimla on this [] day of []

WITNESSES:

1. []

EXECUTANT/S

2. []

AFFIDAVIT

I/ We,

do hereby solemnly affirm and

declare on oath as under:-

1. That I/we am/are resident of the above- mentioned address.
2. That I/we have leased out the

	to	
--	----	--

3. That the above said lease land abuts with the link road.
4. That I/we have calculated the value of property/land as per circle rates issued by the Deputy Commissioner Shimla for the year 2016-2017 which is true and correct according to my personal knowledge.

DEPONENTS

VERIFICATION: -

I/We, the above named deponent do hereby verify that the contents of my/our above affidavit are true and correct to the best of my/our knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Verified at Shimla on this day of

DEPONENT/S

AFFIDAVIT

I/We,

do hereby solemnly affirm and declare on oath as under:-

1. That I/we am/are resident of the above- mentioned address.

2. That I/we have taken the

on lease basis from

3. That the above said leased land abuts with the link road.

4. That I/we have calculated the value of property/land as per circle rates issued by the Deputy Commissioner Shimla for the year 2016-17 which is true and correct according to my personal knowledge.

DEPONENT/S

VERIFICATION: -

I/We, the above named deponent do hereby verify that the contents of my/our above affidavit are true and correct to the best of my/our knowledge and belief, no part of it is false and nothing material has been concealed therefrom.

Verified at Shimla on this day of

DEPONENT/S

**Disclaimer – This legal form and document is for reference only. Any document that you enter into, should be in consultation with an Advocate or a Solicitor. The Government will not be responsible for any claim arising out of the use of the following document.*

MORTGAGE DEED

Loan Amount /-

Value of Stamp Rs. 1000/-

THIS DEED OF MORTGAGE executed on this day of September, 2016 at Shimla, BETWEEN The Himachal Pradesh State Co-operative Bank Limited, Head Office, The Mall Shimla through Sh Presently Manager, Branch Office at The Mall Shimla of the Himachal Pradesh State Co-operative Bank (hereinafter called as First Party) and

(hereinafter called the Borrower(s) Second Party) which terms shall mean and included his heirs, executors, administrators and representatives and assigns.

AND WHEREAS Shri , Branch Office The Mall Shimla , of the Himachal Pradesh State Co-operative Bank is duly authorised to act for and on behalf of the Bank and to have this deed of mortgage executed with the second party i.e. in favour of the first party i.e. the Himachal Pradesh State Co-operative Bank, Head Office The Mall, Shimla, Branch office at The Mall Shimla, H.P.

...2....

WHEREAS the mortgager(s) is/are the absolute owner in possession of the properties, free from all encumbrances, fully described in the Schedule hereunder and whereas the bank has agreed to advance sum of Rs. 25,00,000/- (Rupees twenty five lacs only) by way of land/plot upon securing the repayment thereof together with interest costs and other charges in the manner as hereinafter appearing.

NOW THIS DEED OF MORTGAGE WITNESSETH AS UNDER:-

1. That in consideration of the FIRST PARTY i.e. Himachal Pradesh State Co-operative Bank Ltd., Head Office, The Mall, Shimla through its Manager, Branch Office The Mall Shimla, HP shall advance a Loan/ limit of Rs. 25,00,000/- Rupees twenty five lacs only) at the rate of per annum.
2. That the prop/ Partner(s)/ Director(s) of the second party and Guarantor(s) of the second party shall be enrolled as "B" class nominal members of the Bank.
3. That in the event of any dispute touching this mortgage deed or the interpretation of any clause of the said deed or in the matter of the adjustment of the said loan amount by the second party, the matter will be referred to the arbitration of the Registrar, Co-operative Societies H.P., Shimla and his decision shall be final and binding on both parties.
4. That the mortgager shall also continue to pay all taxes/ charges accruing/ due in respect of the said property under law of rule for the time being in force.
5. That the said property will be insured for its fully market value at the cost of mortgager, in the joint name of the mortgager and mortgagee bank against any damage and loss caused by fire, civil commotion, rites, floods earthquake and any other insurable risk and keep up such insurance until the amount due under this deed is paid in fully to the mortgagee.
6. That the mortgager covenants that the property is free from all encumbrances and the mortgager is entitled to mortgage the same.
7. That the mortgager shall not lease out or part with possession of the property or create any further charge on the same property in favour of any person/ institution without prior consent of the bank in writing to the bank from time to time as desired.

- 8. That the second party i.e. [] will supply the required information to the bank from time to time as desired.
- 9. That the second party has agreed to invest the loan amount strictly for the purpose i.e purchase of plot/land / construction of house / limit it is sanctioned
- 10. That incase of default in the repayment of the loan installment, the mortgagee bank will charge penal interest @ [] % over and above the normal rate for the period of default and on the amount of default.
- 11. The bank shall be entitled to charge at its own discretion the rate of interest enhanced as per policy from time to time without notice and the borrower shall be liable to pay and hereby agree to pay the revised rate of interest.
- 12. That incase of the default/ breach of any of the terms and conditions contained in this deed or in the loaning documents executed by the mortgager borrower the bank shall have the option and the right to realize all its due outstanding in the account and cause the mortgaged property to be sold without being bound to proceed against other securities, if any held by the Bank.

That on payment of all the dues of the said mortgage under these presents, the mortgage shall be bound to reconvene the said property free from all in-cumbrances to the mortgager and issue deed of discharge in his favour in writing if required.

IN WITNESS WHEREOF, the mortgagee and the mortgager have set their hands. [] day of September, 2016

(Description of the property hereby mortgaged)

SCHEDULE

[]

WITNESSES.-

1. []

MORTGAGOR

2. []

MORTGAGEE