

# **AGREEMENT TO SELL**

This Deed of Agreement to Sell is executed at \_\_\_\_\_ on this \_\_\_\_\_ Day

Of \_\_\_\_\_ 20\_\_\_\_ , Between : -

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

\_\_\_\_\_ (here in after called the "First Party") of the ONE PART and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (here in after called the "Second Party") of the OTHER PART.

The expressions "FERST PARTY" and "SECOND PARTY" shall mean and include

their respective heirs, successors, representatives and assigns.

Whereas the "FIRST PARTY" is the allottee and owner of Plot/House/Booth/SCO No . \_\_\_\_\_, Sector \_\_\_\_\_, Measuring \_\_\_\_\_ Sq yards / Mtrs.,

Situated in Urban Estate, Gurgaon(Haryana) and has agreed to t Transfer / Sell the same to the "SECOND PARTY" at the rate / premium of

Rs. \_\_\_\_\_ (Rupees in

words \_\_\_\_\_

\_\_\_\_\_ ) per Sq. yards plus deposits in HUDA, or at the total cost of Rs. \_\_\_\_\_ (Rs. In words

\_\_\_\_\_

\_\_\_\_\_ ) on the following terms and

conditions:-

- That the First Party has received Rs.  
\_\_\_\_\_ (Rs. In  
words \_\_\_\_\_)  
\_\_\_\_\_ ) as an Advance/Earnest  
Money from the Second Party in Cash/ Cheque /Draft and the balance price  
of the said Plot/ House/ Booth/SCO SHALL BE PAID BY THE Second Party  
to the First Party at the time of signing of final documents for Transfer/GPA  
documents etc.

Contd.....2..

- That the First Party shall apply and obtain the Transfer Permission from HUDA of the said property in favour of the Second Party prior to the last Date of payment.
- That the time limit for Final Payment/Registration of Sale Deed or signing of final documents for transfer has been mutually agreed to as on before \_\_\_\_\_ or within \_\_\_\_\_ days of sanction of transfer permission from HUDA.
- That in case the First Party refuses/fails to get the said Plot/ House/ Booth/SCO transferred in favour of the Second Party within the above specified period, for any reason whatsoever the Second Party has right to get said the Plot/House/Booth/SCO transferred/ registered through Specific Performance of Contract by Court of Law at the cost and expenses of the First Party. The Second Party shall also have the option to get DOUBLE the amount of Advance/Earnest money from the First Party. In case, the Second Party refuses/fails to take the Plot/House/Booth/SCO by making full and final balance payment to the First Party within the above specified period , the Advance/Earnest Money of Rs. \_\_\_\_\_ paid by him/her will be forfeited by the First Party.
- That in the event of Estate Officer not permitting sanction for the transfer of the Plot/House/Booth/SCO for any reason whatsoever, the First Party shall refund the Advance/Earnest Money i.e.

Rs. \_\_\_\_\_ to the Second Party.

- The First Party shall clear all the outstanding Dues/Installments/Interest/Non- Construction fees etc. upto Date against the said Plot/House/Booth/SCO.
- That all the expenses in respect of Transfer and Registration of Sale Deed of the said Plot/House/Booth/SCO be paid/borne by the Second Party. However, all the expenses in respect of Conveyance Deed of the said Plot/House/Booth/SCO shall be paid/borne by the First Party.
- The Second Party is empowered to the Plot/House/Booth/SCO transferred or get the sale completed through execution/registration of G.P.A. documents etc. in the name of any person (s) he /she desire, for which the First Party shall have no objection.
- The property to be transferred/sold under this Proposed Agreement to Sell is free from all Encumbrance, Sale, Mortgage, Loan, Dispute, Litigation, Attachments etc.
- That the First Party shall give the peaceful vacant physical possession of the said property to the Second Party at the time of receiving final sale Consideration/ Registration of Sale Deed/Attorney documents.

Contd.....3..

This Deal has been matured through

M/s. \_\_\_\_\_

\_\_\_\_\_ who shall charge Commission @1% or 2% on the total Deal from both the parties, separately.

IN WITNESS WHERE OF both the FIRST PARTY and SECOND PARTY have signed this Agreement in token of their accepting the terms hereinabove given in the presence of following witnesses.

**WITNESSE**  
**EXECUTANTS**

1.

\_\_\_\_\_

Party)

1.

(First

2.

2. \_\_\_\_\_

(Second Party)