

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)