

AGREEMENT TO SELL

This Agreement to Sell is executed at ,
on this day of 200 , **BETWEEN**

.....
.....
.....
.....
(Hereinafter referred to as the FIRST PARTY) **AND**

.....
.....
.....
(Hereinafter referred to as the SECOND PARTY) of the part.

The expression of the both parties shall mean and include their respective legal heirs, successors, representatives and assigns.

Whereas the First Party is the allottee /owners of the plot/house No , Sector , area-measuring Sq. yards. Mtrs., situated in Urban Estate, Gurgaon (Hr.), acquired by me vide Sale/Conveyance Deed Vasika / Re-Allotment Letter No. , dated , and now has agreed to transfer/sell the same to the Second Party for a total consideration of Rs. , (Rupees)

on the following terms and conditions: -

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That First Party has agreed to Sell and the Second party has agreed to purchase the above said plot or any other alternative plot for a total consideration amount of Rs. , (Rupees) which amount the Second party has paid in full to the First Party in following mode :-

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<u>AMOUNT</u>	<u>CASH / D.D. NO.</u>	<u>DRAWN ON</u>	<u>DATE</u>
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the receipt of which the First Party doth hereby acknowledges through this agreement and also through a separate receipt.

2. That the balance installments due against the said plot or any other alternative plot if, any, shall be paid by the Second Party as and when asked by HUDA to do so.

3. That the First Party has assured the Second Party that he is the sole exclusive and absolute owner of the said plot or any other alternative plot and no one else besides the First Party has any right, claim, lien interest, or concern whatsoever on the above said plot or any other alternative plot and the First Party has full right and absolute authority to transfer /sell the same to the second party and has assured the second party that he has not entered in to any agreement to sell or any other commitment in respect of the said plot or any other alternative plot with any person(s) and has also undertaken that he will not enter into any other agreement to sell or any other commitment or transaction with any other person(s) in respect of the said plot or any other alternative plot.

4. That the second party shall abide by all the terms and conditions lay by HUDA or any other local authority from time to time.

5. That the First Party has delivered the actual, physical possession of the said plot or any other alternative plot to the said second party and has also handed over all the concerned papers documents in original of the said property to the second party and the second party has become the absolute owner of the said plot or any other alternative plot.

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6. That all expenditure to be made on the construction on the said property in future shall be met and borne by the second party and the property along with the construction made thereon shall be the sole property of the said second party.

7. That it shall be lawful for the second party hereafter to sell/convey/transfer the said plot or any other alternative plot along with the construction made thereon to any one he likes and for any consideration and the first party in not left with any lien, interest, concern or demand whatsoever on the said plot or any other alternative plot along with the construction made thereon. Also, henceforth, the first party shall not be liable for any disputes or liabilities or damage etc. vis a vis any other party or parties arising with regard to or in respect of any construction by the second party on the said plot or any other alternative plot.

8. That the first party has executed a General Power of Attorney of the said plot or any other alternative plot in favour of the second party, at the interest and recommendation of the second party to do and perform all further acts, deeds, and things whatsoever regarding the said plot or any other alternative plot.

IN WITNESSES WHEREOF, the Parties here to have set their respective hands on these presents at, on this day, month and year first above mentioned, in the presence of the following witnesses.

WITNESSES :

EXECUTANTS

1.

.....
(FIRST PARTY)

2.

.....
(SECOND PARTY)

AGREEMENT

This Agreement to Sell is executed at ,
on this day of 200 , **BETWEEN**

.....
.....
.....
(Hereinafter referred to as the FIRST PARTY) **AND**

.....
.....
.....
(Hereinafter referred to as the SECOND PARTY) of the part.

The expressions 'FIRST PARTY' and 'SECOND PARTY' shall mean and include their respective heirs, successors, representatives and assigns.

WHEREAS the FIRST PARTY is the allottee/owner in possession of plot/ House/Booth No., Sector, measuring Sq. yards/ Mtrs., situated in Urban Estate Gurgaon (Haryana) and has agreed to transfer/sell the same to the SECOND PARTY at the rate/premium of Rs. (Rupees) Per Sq. yard or at the total cost of Rs. (Rupees) on the following terms and conditions: -

1. The FIRST PARTY has received Rs. (Rupees) as an Advance/Earnest Money from the SECOND PARTY in Cash/Draft/Cheque and the balance price of the said Plot/House/Booth shall be paid by the SECOND PARTY to the FIRST PARTY with in days of sanction of the transfer permission from H.U.D.A., Gurgaon or on or before......

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2. That in case, the FIRST PARTY refuses to get the said Plot/House/ Booth transferred in favour of SECOND PARTY with in the above specified period for any reasons whatsoever, the SECOND PARTY has right to get the said Plot/House/Booth transferred/registered through SPECIFIC PERFORMANCE OF CONTRACT by Court of Law at the cost and expenses of the FIRST PARTY. In case, the SECOND PARTY fails to take the Plot/ House/Booth by making full and final balance payment to the FIRST PARTY with in the above-specified period, the Earnest Money of Rs. paid by him/her will be forfeited by the FIRST PARTY. In the event of Estate Officer not permitting sanction for the transfer of the Plot/House/Booth for any reasons whatsoever, the FIRST PARTY shall refund the Earnest Money i.e. Rs. to the SECOND PARTY.

3. That all the expenses in respect of Transfer and Registration of Sale Deed of the Plot/House/Booth shall be paid/borne by the SECOND PARTY and it shall be the responsibility of the FIRST PARTY to clear all the outstanding dues/installment/extension fees/interest etc. against the said Plot/House/Booth. However all the expenses in respect of Deed of Sale/Conveyance of the said Plot/ House/Booth shall be borne/paid by the FIRST PARTY.

4. The SECOND PARTY is empowered to get the plot/house/booth transferred or get the sale completed through execution of G.P.A./Sale Deed documents etc. in the name of any person(s), he/she desires, for which the FIRST PARTY shall have no objection.

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5. The FIRST PARTY obtains the Income Tax Clearance Certificate from the concerned Income Tax Authorities if the same is required under the Income Tax Rules

6. The property to be transferred/sold under this Agreement is free from all encumbrances, sale, mortgage, loan, dispute, litigation, attachments etc.

7. The FIRST PARTY shall hand over the vacant peaceful physical possession and the original documents of the said Plot/House/Booth to the SECOND PARTY at the time of transfer/registration of the said property.

8. This deal has been matured through M/s. who shall charge Commission @ 2% on the total Deal from both the Parties, separately.

IN WITNESS WHEREOF, 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.

WITNESSES :

EXECUTANTS

1.

.....
(FIRST PARTY)

2.

.....
(SECOND PARTY)

1. That the First Party has already paid Rs.
(Rupees) as 10%, amount of the booking cost of the
said plot to HUDA vide D D No., dated
....., drawn on, and
have received the amount of Rs. (Rupees
.....)
from the Second Party vide DD No., dated
....., drawn on

2. That the Second Party has paid Rs.
(Rupees)
to H.U.D.A. vide DD No., dated
....., drawn on,
as 15% amount of the total cost of the said property on behalf
of the First Party.

3. That the Second Party have agreed to make the balance
installments payable to H.U.D.A. in respect of the said
property.

4. That the First Party has signed all the transfer papers
in favour of the Second Party for the transfer of the said
property.

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IN WITNESS WHEREOF, both the parties have signed this agreement to sell day, month and year first written above, in presence of the following witnesses: -

WITNESSES :

EXECUTANTS

1.

.....
(FIRST PARTY)

2.

.....
(SECOND PARTY)