

AGREEMENT

This Deed of Agreement to Transfer / Sell is executed at
on this day of 2007 , BETWEEN
.....
.....
(hereinafter called the 'FIRST PARTY') of the ONE PART and
.....
.....
(hereinafter called the 'SECOND PARTY') of the OTHER 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 and legal owner of Plot / House / Shop No.,measuring Sq. Yards / Mtrs., situated in (Gurgaon) and has NOW agreed to transfer / sell the same to the 'SECOND PARTY' at the total cost of rupees / premium of Rs. (Rupees) on the following terms and conditions: -

1. That the First Party has received Rs. (Rupees) as an **Advance/Earnest Money** from the Second Party in Cash / Cheque / Draft and the balance price of Rs. of the said Plot / House / Shop shall be paid by the Second Party to the First Party at the time of Registration of Sale Deed / Execution of Attorney documents etc. of the said plot/house/shop before the concerned Sub-Registrar / Authority. Contd.... 2.

2. That the time limit for registration of Sale Deed and final payment of the said plot/house/shop has been mutually agreed as on or before
3. That in case the First Party refuses to get the said Plot / House / Booth transferred in favour of the Second Party within 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 within the above specified period, the Advance/Earnest Money of Rs. paid by him/her will be forfeited by the First Party.
4. The Second Party is empowered to get the property transferred / registered or get the sale completed through execution and registration of Attorney documents etc. either in his / her own name or in the name of any nominee(s) for which the First Party shall have no objection.
5. All the expenses in respect of Transfer and Registration of Sale Deed / Attorney documents, Stamp Duty, Registration charges and other Misc. expenses shall be borne by the Second Party and it shall be the responsibility of the First Party to clear all the outstanding dues / instalments / interest / non-construction fee etc. against the said Plot / house / Booth.
6. All the expenses in respect of Deed of conveyance of the said plot / House / Booth shall be borne / paid by the first party.
7. That property to be transferred / sold under this Agreement is free from all encumbrances such as prior-sale, mortgage, loan, dispute, litigatio etc.
8. That the First Party shall give / hand over the peaceful vacant physical possession of the said property to the Second Party at the time of Registration of Sale Deed.

9. That the First Party shall clear all the outstanding dues such as of water, electricity and sewer etc. against the said property upto the date of Registration of Sale Deed.

This Deal has been matured through M/s.
..... who shall charge Commission @
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.

1. _____
(FIRST PARTY)

2.

2. _____
(SECOND PARTY)