**AGREEMENT TO SELL**This  Agreement is made at New Delhi on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 BETWEEN  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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(hereinafter called the "First Party") of the one part.

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THE ex-pression of the terms First Party and Second Party wherever they  occur in the body of this Agreement shall mean and  include their  respective heirs, nominees, executors, administrators  and assignees  unless  and until it is repugnant to  the  context  or meaning thereof.

WHEREAS the First Party is/are the legal owner/s of  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the said property).

*AND Whereas the second party after having expressed desire to buy the said property has fully inspected the Property and has also enquired from the Society about the various Terms & Conditions applicable to the said property*

*.*And  Whereas the First Party has agreed to sell, and  the  Second partyafter having fully satisfied about all such aspects which are required to be known before the buying any property  has  agreed to purchase the said property  absolutely  and forever  on  the following agreed terms and conditions  for  this agreement.

NOW THIS AGREEMENT WITNESS AS UNDER:-

1.    That  the  entire  consideration  amount  of  the  rights, interests,  liens  and  titles of the first party  in  the  said property  is  fixed between the  parties  at  Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) out of  which a  sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) has been received by the First Party from the Second  Party as advance money in respect of said property, and the First Party hereby confirms and acknowledges the same in following manners:-

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
  Amount        Cheque/P.O. No.  Date        Drawn on

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

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2.    That  the balance amount of  Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-  (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Only) will be fully paid by  the  Second Party to the First Party i.e. on or before \_\_\_\_\_\_\_\_ and the First Party  shall  execute all the necessary documents  in  favour  of Second  Party  or his/her/their nominee/s at the  time  of  final payment.

That the list of documents to be handed over by the first party to the second party.

1. Letter of confirmation/booking of Membership. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Letter of Draw of allotment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Allotment Letter \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Possession Letter
5. All Paid Receipt of allied charges, maintenance

charges, ground Rent, cost of flat etc. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

( To the extent available)

1. Copy of Perpetual Lease Deed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In favour of society

1. Copy of Form “C” and “D” \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Share Certificate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. Agreement between the society and the member. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Receipt of Share money \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. No objection certificate from society \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. No dues certificate from society \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. Plinth Area certificate from Society \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. Receipt of application of conversion from DDA. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
9. Receipt of Stamp Duty paid on Conveyance Deed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
10. Conveyance Deed registered \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.  That the possession of the said Property shall be hand  over by the First Party to the Second  Party on receipt of the balance sale consideration amount as mentioned above in clause No.2.

4.  That the First Party has assured the Second Party  that  the said  property is free from all  sorts  of  encumbrances  like mortgage, sale, gift, exchange, court, injunction etc., and if it is  proved  otherwise,  the  First  Party  will  be  liable  and responsible  for all the damages  sustained by the  Second  Party and will make good the same to the Second Party.

5.    That  all liabilities i.e. house tax, electric  and  water, ground rent  etc. up to the  date of finalisation of deal will be paid  by the first party and the same will be paid by the  second party after finalisation of the deal.

6.    That the First Party further assure the Second  Party  that prior to this agreement to sell it has not entered into any  kind of  agreement  of  any nature whatsoever, and  also  during  this course  of this agreement, the First Party shall not  enter  into any  agreement or create any kind of encumbrances of  any  nature whatsoever  and  shall  keep the Second Party  or  his  nominee/s indemnify  for the same in respect of the said  property.  After execution  of this agreement the Second Party alone  and  his/her legal heirs, nominees and assignees shall have the right to  deal with  all the matter relating with the said property,  and  First Party shall not be entitled to deal with all the matters relating
to the aforesaid property.

7.  That  if the Second Party fails to make the balance  full payment of Balance Amount within above mentioned stipulated period on or before\_\_\_\_\_\_\_\_\_\_ , the advance amount paid by  him  will be forfeited  without any condition and the 1st party will have no rights under this “Agreement to Sell” and the 2nd party will be free from all obligations under this “Agreement to Sell” and will be free to deal with the said Property in any manner and if the First Party is  unable  to execute  the said deal in favour of the Second Party,  the  first party  will be liable to pay double of the said advance amount to the  Second  Party or the Second Party can  get  the  transaction completed through court of law under specific performance of this agreement at the cost and risk of the First Party.

8.  That this Agreement is irrevocable.

IN WITNESS WHEREOF, the parties, hereto have set their respective hands on this day, month and year herein above first mentioned in the presence of the following witnesses.

WITNESSES:

1.

FIRST PARTY

2.

SECOND PARTY