

AGREEMENT TO SELL

This Agreement to Sell is executed at Gurgaon on this -----day of -----

BETWEEN

----- S/o Sh. ----- & -----
-----S/o ----- resident of -----
----- (Hereinafter called as the FIRST PARTY) of the **One part.**

AND

----- S/o ----- & ----- W/o -----
----- **both resident of** -----
(Hereinafter called as the SECOND PARTY) of the **Second part.**

The expression of the term first party and second party, wherever they occur in the body of this agreement shall mean and include their respective heirs, successors, legal representatives, administrators, executors and assignees etc.

WHEREAS the FIRST PARTY is the allottee of the **Apartment No.** ----- on -----**Floor,** -----
-----**Tower** having super area of approx. ----- **sq. ft.** in **The Complex known as,** ---
----- **Sector**-----, **Gurgaon, Haryana** along with one car parking space (hereinafter referred to as the said **Apartment**) having purchased the same from **M/s** -----
-----vide Buyer Agreement dated -----

NOW THIS AGREEMENT WITNESSETH AS UNDER: -

1. That the FIRST PARTY has agreed to sell and convey their rights, interest and titles of the above mentioned property and the SECOND PARTY has agreed to Purchase the above said PROPERTY for a total sale consideration mutually settled at, -----(**Rupees** -----
-----**Only**) which includes Basic Sale Price ,EDC & IDC ,One Car Parking ,IFMS , Power Backup Charges ,Club Membership ,PLC,Premium & Service Tax till date.

1.	Basic Sale Price	
2.	EDC+IDC	
3.	Car Parking	
4.	IFMS	
5.	Power Backup Charges	
6.	PLC	
7.	Club Membership	
8.	Service Tax	
	Total:-	

2. That the **First party** had taken this property on Construction Link Payment Plan and has paid **Rs.**-----/-(**Rupees** -----
-----**Only**) including service tax to M/s -----, till date.
3. That the Second Party has paid to the First Party an amount of **Rs.**-----/-(**Rupees** -----
----- **Only**) including the payment First Party has paid in the Company **Rs.**-----/-,Premium of **Rs.**-----/-(and service Tax **Rs.**-----/-(the details of the Payment have been given to the First Party by the Second Party as an advance in following mode:

S. No.	Ch. No.	Date	Drawn on	Amount (Rs.)	In Favour of
1.					
2.					

And Balance consideration of **Rs. -----/-(Rupees -----**
-----Only) payable to the First Party shall be paid by the Second Party on
 or before ____ **2012**.

4. And Balance consideration of **Rs.----- /-(Rupees -----**
-----Only) and service tax on balance installment shall be paid by the
 Second Party Directly to the **M/s -----**.as per demand.
5. That the Stamp Duty, Service Tax Charges & registration Charges shall be paid by the
 Second Party directly to M/S ----- in addition to the price agreed.
6. That after the signing of Agreement to sell any change in Super area by M/s -----
 ----- and their cost shall be the liability of the Second Party.
7. That the first party assures the second party that any interest pending till the Date of
 Nomination in the records of M/s ----- on account of the said
 PROPERTY, will be the liability of the first party and also the First Party shall pay the
 transfer charges payable to M/s -----
8. That the SECOND PARTY is empowered to get the property registered or get the sale
 completed through execution of the sale deed/Nomination either in their name or in the name
 of its nominee or in the name of any other person for which the FIRST PARTY shall have no
 objection.
9. That the FIRST PARTY assured the SECOND PARTY that the said property, is free from all
 other sorts of encumbrances such as sale, gift, exchange, court injunction, re-agreement with
 any party etc. and if it is proved otherwise the FIRST PARTY shall be liable and responsible
 for all the damages sustained by the Second Party.
10. That in case of the FIRST PARTY refuses, neglects or omits to get the transfer of the said
 property in favour of the SECOND PARTY by ____ for any reason whatsoever the
 SECOND PARTY shall have right to get the SALE DEED executed in his favour for specific
 performance of contract through Court of Competent jurisdiction. In case the SECOND
 PARTY fails to get the transfer by making payment towards the balance amount mentioned
 above, for the said Apartment to the FIRST PARTY by _____**2012**, the advance money
 of **Rs.----- /-(Rupees ----- Only)** paid by the SECOND PARTY

shall be forfeited by the FIRST PARTY and balance amount shall be refunded to the SECOND PARTY by the FIRST PARTY and this Agreement to Sell shall then stand cancelled without any further notice. The second party will have no further claim or recourse to this property thereafter.

11. That the FIRST PARTY shall be bound for the handing over all original documents of the above said property to the SECOND PARTY at time of registration/Nomination/transfer and co-operate in all the formalities for the Nomination/transfer of the said property in favour of the SECOND PARTY.

12. That this agreement to sell will remain irrevocable and binding of both the parties and their respective heirs and successors till its effective date.

That only the Courts at Gurgaon shall have the jurisdiction to entertain all disputes between the parties to the exclusion of all other courts.

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

WITNESSES:

1.

Mr. ----- S/o -----

&

Mrs. ----- W/o -----

FIRST PARTY

2.

Mr.----- S/o -----

&

Mrs. ----- W/o -----

SECOND PARTY