

AGREEMENT TO SELL

This sale agreement is made at Gurgaon on this ____ day of _____,
20__ between _____

_____,
(hereinafter called the Seller, which terms shall where the context so
admits, include his/her heirs, assigns, executors, legal representatives and
administrators) of the First Part.

AND

_____,
(herein after called the purchaser, which terms shall where the context so
admits include his/her heirs, assigns, executors, legal representatives and
administrators) of the Second Part.

The expression first party and second party shall mean and include their
respective heirs, successors, representatives and assigns etc.

Whereas the first party is owner and in possession of a

_____. (hereinafter called the property).

AND WHEREAS the first party has now agreed to transfer/sell the same to the second party at the total cost of Rs. _____/- (Rupees _____ only) and the second party is ready to purchase the same on the following terms and conditions:

NOW THIS AGREEMENT WITNESSES AS UNDER:-

1. That the first party has received Rs. _____/- (Rupees _____ only) by in cash as an advance/earnest money from the second party and the balance price of Rs. _____/- (Rupees _____ only) of the said property shall be paid by the second party to the first party at the time of registration of sale deed of the said property before the concerned Sub Registrar.
2. That the time limit for registration of sale deed of the said property has been mutually agreed on or before _____.
3. The second party is empowered to get the property registered or get the sale completed through execution of attorney documents etc. either in his/her own name or in the name of his/her nominee/s or in the name of any other person for which the first party shall have no objection.
4. All the expenses in respect of registration of sale deed/attorney documents, stamp duty, registration charges, and other Misc. expenses shall be borne by the second party.
5. The property to be transferred/ sold under this agreement is free from all encumbrances, sale, mortgage, loan, dispute, litigation, gift, court attachment etc. and the first party shall give the peaceful vacant physical possession of the said property to the second party at the time of registration of sale deed. All the outstanding dues such as of water, electricity, sewer, etc. installed in the said property shall be cleared/paid by the first party, up to date of registration of sale deed/ attorney documents etc.
6. That the Second Party shall be liable to get registration sale deed in his/her own name or in the name of any nominee or in the name of any other person with in stipulated period.

7. That if any legal defect in right, titled or interest of the first party to sell the said property is found then the date of registration of sale deed automatically extent up to the date of decision.
8. That if the second party fails to get registration sale deed by making full and final payment of the said property within stipulated period to the first party then the above said advance/earnest money shall be forfeited without any notice and the first party is bound to get the property transfer/registered in the name of second party or in the name of any of the Attorney or Nominees as the second party desires.
9. That if the first party infringes the terms and conditions of this agreements of refused to sign sale deed within stipulated period then the second party shall be entitled to get registered sale deed through court of law or SPECIFIC PERFORMANCE OF CONTRACT BY COURT OF LAW at the cost and expenses of the first party. The first party infringes the terms and conditions of this agreements he will pay Double amount to the second party.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE AFFIXED THEIR SIGNATURE ON THIS DEED OF SALE ON THE DATE MONTH AND YEAR WRITTEN IN THE PRESENCE OF THE WITNESSES GIVEN BELOW:

WITNESSES

1. EXECUTANTS

FIRST PARTY
2. SECOND PARTY