### AGREEMENT TO SELL

This Agreement to Sell is made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 2007 between: -

Hereinafter called the “First Party” or the “Party of the First Part”, (which expression shall also mean and include his heirs, successors, liquidators, executors, legal representatives, administrators and assigns etc.) of the one part.

#### AND

Hereinafter called the “Second Party” or the “Party of the Second Part”, (which expression shall also mean and include their heirs, successors, liquidators, executors, legal representatives, administrators and assigns etc.) of the other part.

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WHEREAS the First party is an Allotee of the Apartment No. \_\_\_\_\_\_\_, Tower \_\_\_, on Floor No.\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Gurgaon Haryana admeasuring \_\_\_\_\_\_\_ Sq. Ft (approximately) along with one Covered Parking Space and one open parking along with benefits, easement, privileges and appurtenances (hereinafter called the said “Property”).

AND WHEREAS the First party is the Allotee of the said Property from M/s. (Company) ( hereinafter the Company ) vide Agreement Dated\_\_\_\_\_\_\_\_\_\_.

AND WHEREAS the First Party has full and unrestricted right and power to convey, transfer, alienate, sell and transfer the said Property.

AND WHEREAS the First Party being in good health and sound mind by his own free will without any pressure of any kind hereby has agreed to sell , convey, and transfer the Property along with benefits, easement, privileges and appurtenances to the Second Party for the consideration as detailed below

Price of the Apartment : Rs. \_\_\_\_\_\_\_/- per Sq Ft

Price of the Parking Space one open and

one Covered : Rs. \_\_\_\_\_\_\_/-

Club Membership : Rs. \_\_\_\_\_\_\_/-

IFMS : Rs.\_\_\_/- per Sq. Ft.

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

Total : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

.hereinafter **“Total Sales Consideration”**

AND WHEREAS the Second Party has agreed to purchase the Property for Total Sale Consideration to paid as per the Schedule of Payment attached to the Agreement agreed between the Parties hereto

NOW THIS AGREEMENT TO SELL WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS **:-**

1..That in pursuance of this Agreement to Sell and towards above said Total Sale Consideration the First Party has received from the Second Party earnest money/ Part Payment of Rs.\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) as per details below, the receipt of which is hereby acknowledged by the First Party

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**Cheque No. Dated Amount Drawn On**

**2.** The Second Party will pay to the First Party the balance of Total Sale Consideration as per the Schedule of Payment appended herein below :

3. The First Party warrants and represents that the Property hereby agreed to be sold is not subject to any other charge, mortgage, lien, encumbrance, dispute, litigation’s, injunction, notice or notification of acquisition and hold good marketable title and the First Party is legally entitled to sell the above said Property.

4. That the First Party has paid to M/s \_\_\_\_\_\_\_\_\_\_ (Company Name) installments of total amount of Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) and only Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- remains to be paid by the First Party to the Company which shall be directly paid at the time of transfer of Property by the Second Party to the Company for the First Party in the office of the Company, which shall be done on or before, \_\_\_\_\_\_\_\_\_\_.

5. All the original documents will be handed over to the Second Party by the first party at the time of full and final payment and submission of documents in the office of the Company

6. The Second Party will get the Property transferred at the time of full and final payment in his name or his nominee(s)’ name in the records of the Company. Transfer charges and/or any other cost related to transfer payable to Company or any other authority will be borne by the First Party.

7. The First Party before executing the transfer within the stipulated time herein , shall discharge all the liabilities if any in connection with the Property up to the date of transfer of the said Property in the name of Second Party in the records of Company or elsewhere in any bank or financial Institutional.

6. That the First Party hereby represents and warrants to the Second Party that the Property hereby conveyed is of his absolute ownership and that this Agreement to Sell is executed in all its entirely and the same is free from all sorts of encumbrances, charges, liens, sale, mortgage, gifts and transfers etc., prior to this and if the Second Party suffers any loss due to aforesaid or similar reasons then the all properties of the First Party, i.e. movable and immovable shall be liable to make good the losses to keep the Second Party indemnified against all losses, costs, damages and expenses accruing thereby to the Second Party in this connection.

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7. The First party will appear in the office of the Company and sign all the documents which are required for the transfer of the said Property in the name of Second Party.

8. Parties agree that the time is the essence of this Agreement to Sell and agree to execute the Transfer of the Property on or before (●). In case of failure of First Party to absolutely sell , convey and transfer the Property to the Second Party the Second Party shall be free to seek Specific Performance of this Agreement or any injunctive remedy or damages and similarly in case the Second Party fails to pay the Total Sales Consideration within the stipulated period the First Party shall be free to forfeit (● %age ) of the earnest money and refund the balance unless Parties mutually agree for extending the date of the execution of the Transfer further Parties agree that this Agreement to Sell is irrevocable

**IN WITNESS WHEREOF** the parties have set their respective hands at these presents at the day, month and year first above written in the presence of the following witnesses.

**WITNESSES** :-

**1. FIRST PARTY**

**2. SECOND PARTY**