

## **AGREEMENT TO SELL**

This Deed of Agreement to Sell is executed at New Delhi on 07 day of 07 2015.

BETWEEN Mr. Mohana S/o Mr. Landlord resident of Address(hereinafter referred to as the First Party which term shall, unless excluded by or repugnant to the context, include its representatives, successors and assigns). AND Mr. wer S/o Mr. Tenant resident of Tenant(hereinafter referred to as the Second Party which term shall, unless excluded by or repugnant to the context, include its representatives, successors and assigns). Whereas the First Party is the absolute owner of entire 10 Floor of Plot No. 100, comprising of 0 bedrooms with attaché bathrooms, one drawing-cum-dining room, family lounge, kitchen, passage, front & rear balconies, car parking space in the front open area on ground floor and one servant quarter with common toilet on the tope terrace, along with 30% undivided, indivisible and imitable ownership right in the said plot of land measuring 1500w sq. yds. (hereinafter referred as the said Property). WHEREAS the First Party has now agreed to sell and the Second Party has agreed to purchase the said Property @Rs.1000 all inclusive.

NOW THEREFORE, THIS AGREEMENT TO SELL WITNESSTH AND THE PARTIES HEREBY AGREE AS FOLLOWS:-

1. That the Second Party agrees to purchase the said Property for a Total Sales Consideration of Rs.1000.
2. That the Second Party agrees to pay Rs.1000000 incheque/draft and Rs.1000000 in cash.

3. That the First Party hereby confirms receipt of Rs.1000000 from the Second Party vide drawn on Indian bank Bank Ltd., New Delhi as advance/earnest money towards sale of the said Property. The balance amount of Rs.1000000 would be payable by the Second Party to the First Party not later than 0000-0-00.

4. That the time limit for the Transfer of Sale and Final Payment of the said Property has been agreed mutually to as on or before 0000-00-00. In case of non-adherence to the aforesaid transfer/payment date, this Agreement to Sell would be considered null and void.

5. Any amendment or alteration to this Agreement to Sell can be made only in writing by the mutual consent of all Parties. A separate amendment sheet to the Agreement to sell shall be attached as and when any amendment shall be carried out. Verbal amendment(s) will not be acceptable in any circumstances whatsoever.

6. That in case the First Party refuses to get the Transfer of Sale of the said Property in favour of the Second Party within the above specified period, for any reasons whatsoever, the Second Party has right to get double the amount of Earnest/Advance Money given by him/her.

7. That in case the Second Party fails to get the said Property transferred by defaulting on Full and Final Payment to the First Party or for any reasons whatsoever, within the above specified period, the Earnest/Advance Money tendered by Second Party will be forfeited by the First Party on its absolute discretion.

8. That the Second Party is empowered to get the property transferred in its

name or its nominee after the clearing the balance amount to be paid to the First Party. The First Party & Second Party will be present at the time of transfer in the office of Sub-Registrar, New Delhi, which shall be done within or on the final date.

9. That the Registration of Sale Deed, Stamp Duty, Registration Charges or any other miscellaneous charges shall be borne by the Second Party.

10. That the First Party shall discharge all the liabilities if any in connection with the above said Property up to the date of transfer of the said Property in the name of the Second Party or its nominee(s) in the records of Sub-Registrar, New Delhi.

11. That the First Party hereby confirms that the said Property is free from all encumbrances, sale, mortgage, loan, dispute, litigation etc. and the First Party shall give the peaceful vacant physical possession of the said Property to the Second Party at the time of Transfer of Sale and Full & Final Payment.

13. That all the original documents of the said Property will be handed over to the Second Party by the First Party at the time of Full & Final Payment.

IN WITNESS WHEREOF, both the First Party and Second Party have signed this Agreement in taken of their accepting the terms hereinabove given in the presence of following witnesses:-

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