

## **AGREEMENT FOR SALE OF ROPERTY.**

This AGREEMENT TO SELL is executed at New Delhi, on This \_\_\_\_ day of \_\_\_\_\_ by and between; Sh. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_ hereinafter called "THE FIRST PARTY".

IN FAVOUR OF Sh. \_\_\_\_\_ S/o \_\_\_\_\_ R/o \_\_\_\_\_, hereinafter called "THE SECOND PARTY".

The expression of the terms the 'FIRST PARTY' and the 'SECOND PARTY' wherever they occur in the body of this Agreement to Sell, shall mean and include them, their legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatee(s), probatee(s), nominees and assignee(s).

AND WHEREAS the FIRST PARTY for his bonafide needs and requirements have agreed to sell, convey, transfer and assign to the SECOND PARTY and the SECOND PARTY has agreed to purchase the alongwith proportionate, undivided, indivisible and impartible ownership rights in the said freehold land underneath the said building measuring \_\_\_\_ square yards, bearing No. \_\_\_\_\_, situated at \_\_\_\_\_, with all rights, title and interest, easements, privileges and appurtenances thereto, with all fittings, fixtures, electricity and water connections, structure standing thereon, with all rights in common driveway, entrances, passages, staircase and other common facilities and amenities provided therein, hereinafter referred to as "THE SAID PORTION OF THE SAID PROPERTY" for a total sale consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER :- That in consideration of the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), out of which a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), as advance money has been received by the FIRST PARTY from the SECOND PARTY, in the following manner; the receipt of which the FIRST PARTY hereby admits and acknowledges and the remaining balance sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_).

\_\_\_\_\_), will be received by the FIRST PARTY from the SECOND PARTY, at the time of registration of the Sale Deed, the FIRST PARTY doth hereby agree to grant, convey, sell, transfer and assign all his rights, titles and interests in the said portion of the said property, fully described above, together with proportionate undivided, indivisible and impartible ownership rights in the freehold land underneath the said building to the SECOND PARTY, on the terms and conditions herein contained provided that nothing herein stated shall confer or deemed to have conferred upon the SECOND PARTY exclusively any right or title to the common driveway, passages, staircase, overhead water tanks, sewers, water meters and other common facilities to the exclusion of the FIRST PARTY and or the SECOND PARTY or owners or occupants of the other units of the said building.

That the actual physical vacant possession of the said portion of the said property will be delivered by the FIRST PARTY to the SECOND PARTY, at the time of the registration of the Sale Deed, after receiving the full consideration.

That on or before \_\_\_\_\_, the FIRST PARTY will execute and get the Sale Deed of the said portion of the said property registered, in favour of the SECOND PARTY or his nominee/s, on receipt of the full and final balance amount, failing which either party shall be entitled to get the Sale Deed registered through the court of law by SPECIFIC PERFORMANCE OF THE CONTRACT, at the cost and expenses of the defaulting party.

That all the expenses of the Sale Deed viz. Stamp Duty, Registration charges, etc. shall be borne and paid by the SECOND PARTY.

That this transaction has taken place at New Delhi. As such, Delhi Courts shall have exclusive jurisdiction to entertain any dispute arising out of or in any way touching or concerning this Deed.

IN WITNESS WHEREOF, the FIRST PARTY and the SECOND PARTY have signed this AGREEMENT TO SELL at New Delhi, on the date first mentioned above in the presence of the following witnesses.

WITNESSES :-

1. FIRST PARTY.

2. SECOND PARTY.