**AGREEMENT TO SELL HOUSE**

This agreement to sell is made on this......................... day of......................... by and between......................... resident of.................................................. (through her General Attorney Shri......................... s/o......................... Resident of ......................... vide power attorney registered as document No.......................... dated......................... in Additional Book No.......................... Volume No. ......................... on pages......................... hereinafter referred to as the Vendor of the first part and this expression shall mean and include her heirs, successors, legal representatives, and assignees in favour of......................... resident of......................... (hereinafter called the Vendee of the other part) and this expression shall mean and include her heirs, successors, legal representative and assignees. Whereas the Vendor is the absolute owner of.................................................. comprising of.................................................. on the ground floor and the same accommodation on the First floor and one room *Barsati* with Bath Room. The said building is bounded as under: —

East .........................

West .........................

North .........................

South .........................

And whereas the Vendor had acquired the abovesaid property by way of perpetual lease from the Delhi Development Authority by virtue of a Registered Deed registered as document No................... in additional Book No................... at pages ......................... on.................. in the office of the Sub-Registrar.........................

And whereas for the construction of the said property the Vendor took a loan of Rs.......................... from the......................... to whom the said property is mortgaged and the Vendor has undertaken to get the same released by the ......................... and reconvey to the Vendor at his own expense. And whereas the Vendor is already and is therefore interested in selling the aforesaid property and the Vendee is desirous of purchasing the aforesaid building from the Vendor alongwith the built in accommodation and land beneath it measuring about ......................... meters alongwith......................... all electrical fittings for a total consideration of Rs.......................... (Rupees......................... only).

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That the Vendor will sell and the Vendee will purchase all that the plot of land No.......................... in Block......................... in the lay out plan of ......................... together with all buildings and structures thereon along with its appurtenances, easements, privileges and options patents or latent for a total consideration (Rupees......................... only) and out of this amount the Vendee has

paid to the vendor a sum of Rs.......................... (Rupees......................... only) by way of demand draft for Rs.......................... in favour of the......................... and Rs.......................... in favour of the Vendor and the receipt whereof is hereby acknowledged by the Vendor (through her General Attorney......................... ).

2. That the balance amount of Rs.......................... (Rs.......................... only) will be paid at the time of registration of the sale deed.

3. That over and above the agreed price of Rs.......................... (Rupees ......................... only) all amounts payable on account of share of unearned increase in land value of the D. D. A. for getting the sale permission shall be borne by the Vendor but paid by the Vendee and adjusted from the amount payable at the time of Registration of the sale deed.

4. That the expenses for the preparation of the Sale Deed and the cost of stamp papers and registration charges shall be paid by the Vendee.

5. That the demised premises except the first floor is lying vacant at present and the Vendor agrees to give possession of the ground floor and the second floor to the Vendee immediately on the signing of this agreement.

6. That the Vendor has given the first floor on rent of Rs.......................... P. M. to......................... after obtaining the permission under Section 21 of the Delhi Rent Control Act for a period of 2 years expiring on 1st April, 1979. Responsibility for getting it vacated will be that of Vendee.

7. That the rent of the first floor which is in occupation of the tenant ......................... shall be received by the Vendee from the date of signing this agreement for sale.

8. That the Vendor through her General Attorney shall apply for the sale permission from the D. D. A. and Income Tax Clearance Certificate under the I. T. Act 1961 (on completion of the proposed sale deed) and shall apply for the sale permission under the Urban Land and Ceiling Act, 1976 within 10 days of the encashment of the Bank Drafts of Rs.......................... ( Rs.......................... only) given by the Vendees.

9. That the sale of the aforesaid premises shall be completed within 30 days after the Vendor has obtained the requisite permission from the D. D. A. and the competent authority under the Urban Land and Ceiling Act, 1976 and the Clearance Certificate from the Income Tax authorities.

10. That the Vendor shall readily sign all papers, forms and documents so as to enable the sale permissions being granted for the sale of the premises and the Vendee shall render all help in this behalf. The property broker shall, however, be responsible to follow up the same with the departments concerned and the expenses in this respect shall be borne by the vendee.

11. That the Vendor will have to get the property registered in the name of the Vendee within the aforesaid period of 30 days and if she does not comply with the aforesaid agreement then the Vendee will be entitled to move the court for the specific performance of the agreement and in case the Vendee fails to comply with the terms of this agreement and does not get the sale deed registered within 30 days of the aforesaid permissions then the agreement shall stand cancelled at option of the Vendor and the Vendor shall be entitled to retain the sum of Rs.......................... out of the amounts received by her and the Vendee shall be liable to pay damages @ Rs.......................... p. m. in this behalf for retaining possession of the premises. The registration will be subject to the Rules and Regulations, if any imposed by the Registration Authorities.

12. That the Vendor hereby declares that the aforesaid property is free from all kinds of encumbrances, gifts, legal flaws, charges, liens, injunctions except the ......................... loan which is under the knowledge of the Vendee and the said loan shall stand cleared by the payment of the amount of Rs.......................... vide paragraph (1) above. The Vendor will ensure that before the sale deed is registered the loan is fully discharged and the property is reconveyed by the......................... to the Vendor and the original documents with the......................... are taken back for giving to the Vendee at the time of Registration of the Sale Deed. The documents can be seen in the office of......................... if so desired by the Vendee.

13. That all taxes, duties, demands, charges and outgoings due in respect of the aforesaid property whether Municipal or otherwise upto the date of occupation of the vacant portion of the building by the Vendee shall be borne by the Vendor and thereafter shall be paid by the Vendee.

14. That all electric connections and water connections shall be got transferred in the name of the Vendee by the Vendor and the Vendor will execute the necessary letters, documents transferal such deposits in the name of the Vendee on reimbursement of the amounts of deposits to the Vendor.

15. That this deal has been negotiated through the efforts of......................... who is entitled to usual commission as agreed upon from each side for the services, rendered by them and he would be paid proportionately as the payments are made. He will follow all permission from the D. D. A. etc. at the expense of the Vendee.

In witness whereof the parties have set their hands on this agreement at ......................... on the day, month and year above mentioned.

Witnesses.........................

1.......................... Vendor

2.......................... Vendee