

ADVANCE RECEIPT CUM AGREEMENT TO SELL

This agreement is executed at New Delhi on this..... day of..... by..... hereinafter called the FIRST PARTY of the one part IN FAVOUR OF..... hereinafter called the SECOND PARTY of the other part.

The expression of the terms First Party/Second Party, wherever they occur in the body of this Agreement, shall mean and include their respective heirs, executors, administrators and assigns, unless and until it is repugnant to the context or meaning thereof.

WHEREAS the First Party is the owner and in possession of Property No..... measuring..... carved out of khasra No..... situated at.....

AND WHEREAS THE FIRST PARTY due to his legal needs and requirements has agreed to sell and convey the rights, interests, liens and titles in the use of the above said property unto the SECOND PARTY for a total consideration of Rs.....

AND WHEREAS the SECOND PARTY has agreed to purchase, acquire and possess the same from the FIRST PARTY on the following agreed terms and conditions of this AGREEMENT.

NOW THIS AGREEMENT WITNESSES AS UNDER: -

That the entire consideration amount of the rights, interests liens and titles of the FIRST PARTY in the said property and the land beneath the same is fixed between the parties at Rs..... will be paid on or before..... from the date of this Agreement.

That the FIRST PARTY has assured the SECOND PARTY that the said property is free from all sorts of encumbrances i. e., mortgages, court injunctions, attachment, disputes, gifts, wills, exchanges, etc. and if it is ever proved otherwise, the FIRST PARTY shall be liable and responsible for the same.

That the FIRST PARTY shall not have any right, interests or liens of the said property henceforth and the SECOND PARTY shall be its sole owner henceforth for all intents and purposes and shall be liable and responsible for all the dues and demands in respect thereof from the date of the execution of the agreement. However, if any dues in respect of the said property are found outstanding prior to the execution of this Agreement, the same shall be borne and paid by the FIRST PARTY. That the first party shall apply for and get the permission for the sale/transfer of the said property there under in favour of the second party or his nominee and execute proper deeds for conveying the same in favour of the second party or his/her nominee and inform one week in advance from the date of grant of sale permission and get the

same registered in the office of Sub-Registrar/or any State, Union Territory in India. The First Party shall apply and get all sort of income tax clearance from the concerned department in favour of the second party at his own risk and cost.

That all the expenses on the transfer of the said property i. e., municipal/ corporation taxes, stamp duty, court fee, registration fee etc and the portion of unearned increase in the value of land shall be paid by the SECOND PARTY. If the second party gets the said property free hold all the expenses/amounts paid to the government will be borne by the second party.

That if the FIRST PARTY infringes the terms and conditions of this agreement, the SECOND PARTY shall be entitled to get the implementation thereof effected through court of law by specific performance of this agreement or any other law for the time being in force at the costs and risks or the FIRST PARTY or may rescind this agreement, and in that eventuality, the FIRST PARTY shall be liable and responsible for making good the losses which may be suffered, incurred, undergone and/or sustained by the SECOND PARTY as a result thereof. This deal is finalized through the efforts of..... who is entitled to get commission from both the side.

IN WITNESS WHEREOF, the parties hereto have set their respective hands on these presents in the presence of the following witnesses.

PLACE:

DATED

FIRST PARTY

WITNESSES

SECOND PARTY

(1)

(2)