AGREEMENT TO SELL

This Agreement to Sell is made at _____ on ___ / ___ / ______

BETWEEN
[Developer name], having its office at _____,
through its authorised signatory Mr / Ms _____
(PAN: _____), hereinafter called the "SELLER", of the FIRST PART;

AND
Mr / Ms _____, son / daughter / wife of _____,
resident of _____ (PAN: _____),
[and co-buyer: _____],
hereinafter called the "BUYER", of the SECOND PART.

WHEREAS
A. The Seller owns / is entitled to develop the land at _____,
   on which it has developed the residential plotted scheme
   "_____", approved by _____ vide no. _____.
B. The scheme is registered with the RERA authority of _____
   under registration no. _____.
C. The Buyer has booked the plot described in the Schedule below by
   booking form no. _____ dated ___ / ___ / ______.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. SALE AND PRICE
The Seller agrees to sell and the Buyer agrees to buy the plot in the Schedule for a total consideration of ₹ _____
(Rupees _____ only), made up of:
basic value ₹ _____ (at ₹ _____ per sq yd), PLC ₹ _____,
other charges ₹ _____.

2. PAYMENTS
a) Received before this agreement: ₹ _____ by _____
   (ref. _____, date ___ / ___ / ______).
b) Balance ₹ _____ to be paid _____
   _____.
c) A payment is treated as received only when credited to the
   Seller's account.

3. SALE DEED
The Seller will execute and register the sale deed in favour of the Buyer within ____ days of receiving the full consideration. Stamp duty, registration fees and related charges will be paid by _____.

4. POSSESSION AND DEVELOPMENT
The Seller will hand over possession of the plot on execution of the sale deed. The Seller will complete _____
(roads, drainage, electricity, etc.) by ___ / ___ / ______.

5. CANCELLATION
a) If the Buyer cancels, _____.
b) If the Seller cannot complete the sale, it will refund
   _____.

6. TITLE
The Seller states that the plot is free from all encumbrances, charges and disputes, except: _____.

7. DISPUTES
Courts at _____ will have jurisdiction.

SCHEDULE OF THE PLOT
Scheme: _____ Plot no.: _____ Size: _____ sq yd
Bounded: North _____ South _____ East _____ West _____

IN WITNESS WHEREOF the parties have signed this agreement on the date written above.

SELLER
For [Developer name]

_____
Authorised signatory

BUYER

_____
Name:

WITNESSES
1. _____ (name, address)
2. _____ (name, address)

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