AGREEMENT TO SELL OF FITTING AND FIXTURES

THIS AGREEMENT is made at …… on this ……. day of …….. 20 BETWEEN ……., S/o ……..…., R/o ……., hereinafter called 'the First Party' of the ONE PART

AND
……., S/o ……, R/o …… ……., hereinafter called 'the Second Party' of the OTHER PART.

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

WHEREAS the First Party is owner of Property No. ……..…… ……..…… (Hereinafter referred as the 'Said Property') vide a registered sale Deed No. …… dated …….. Registered at ……..with all its fittings and fixtures thereof, having acquired the rights, title, residuary and reversionary rights and interests in the said Property.

AND WHEREAS the First Party after acquiring the said Property installed and added some Fitting and Fixtures in the said Property, the details of which is mentioned in Schedule hereinafter.

WHEREAS the First Party has agreed to sell, transfer and convey their rights, title, interest and liens in the said Fittings and Fixtures in the said Property unto the Second Party for a total consideration of Rs. /- (Rupees only).

AND WHEREAS the Second Party has agreed to purchase the same from the First Party on the following agreed terms and conditions of this Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1.That the total sale consideration amount has been mutually decided and settled between both the parties for fittings and fixtures Rs /- (Rupees only)

2.That the First Party has received a sum of Rs /- (Rupees only) from the Second Party, being the Part payment/settlement for the sale of fittings and fixtures, as detailed below:

Sl No.	Particulars of Cheques/Cash	Amounts
1.		

That the receipt of which the First Party accepts and acknowledges hereby as Part payment. That the Second Party shall pay to the First Party balance of Rs. …….. at the time of registration of sale deed for the said property in favour of the Second Party and at the time of handing over the possession of the said property to the Second Party.

3. That the value of the fittings and fixtures has been arrived at with mutual consent and in consultation with interior decorators.

4.That the Second Party is satisfied with the material used and designs of the fittings and fixtures. Further that, during the intervening period from the date of Agreement to the date of handing possession of the said Flat along with fittings and fixtures, the First Party agrees not to remove, replace or change any of them and also keep them in good and usable condition as they are seen and accepted at the time of entering into Sale Agreement.

5.That both the parties agree to the right of the Second Party to change, replace, repair any of the fittings and fixtures after the physical possession is taken over by the Second Party. However the Second Party while making such changes, repairs etc. would ensure that no damage is caused to the structure and safety of the building.

6.That the first party indemnifies the Second party that the flat agreed to be sold along with fitting and fixtures are free from all sorts of encumbrances, charges, mortgages, liens etc. and indemnifies the Second party to the full extent if the second party suffers any loss, damage due to any defect in the title of the said flat.

7. That the First Party shall hand over the vacant and peaceful possession of the said fittings and fixtures to the Second Party at the time of handing over of the said Flat.

8. That the Second Party shall have full authority to create any encumbrances or charges over the said Flat along with fitting and fixtures.

9.That in case any of the parties violates the terms and conditions of this agreement to sell, then the other party can get the same enforced through the competent Court of Law at the cost and expenses of the defaulting party.

SCHEDULE OF FITTINGS AND FIXTURES

S. No	Particulars of Fitting and Fixtures	Cost
1.		
2.		
3.		

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

FIRST PARTY

SECOND PARTY

WITNESSES:

1

2.