

AGREEMENT TO SALE

(Government valuation Rs _____ /-)

(Consideration agreed between the parties Rs _____ /-)

This agreement made and ENTERED into Aurangabad. This ____ day of _____ 2021.

BETWEEN

- 1) **Jitendra Kumar Satishchandra Gupta Prop: Jitendra & Associates Office at Plot no. 7, Gupta bhawan, N-7, J sector, CIDCO, Aurangabad Age -67 years** (hereinafter called as **"The Vendor"** which expression shall it be repugnant to the context or meaning there of mean and inside its successors, assignee and administrators) party of the first part.
Pan no.- ABRPG0204A

AND

- 2) NAME _____
PAN NO _____
OCCUPATION _____
ADDRESS _____

Hereinafter called as **"the purchaser"** (which expression shall unless it to be repugnant to the context or meaning thereof shall mean and include his heirs, successors, assignees) Party of the second part.

WHEREAS the vendor is owner and developer of the land Plot no. 87,88 gut no. 14, admeasuring 555.10 sq.m situated at Kanchanwadi "Surya Heights" Aurangabad. Vide sale deed bearing no. AGG3-06094-2010 dated 06-09-2010 at Aurangabad. He has purchased said plot from Balasaheb Annasaheb Pathare and Surekha Balasheb Pathare and TDR admeasuring area 222.96 sq.m purchased from Mr. Saleem Shamsheer Patel through registered deed no. AGG5-616-2013 dated 23-01-2013. The gut no. 14 part Kanchanwadi situated under following boundaries such as-

EAST	:	Plot no. 86
WEST	:	Plot no. 89
NORTH	:	Plot no. 83,84
SOUTH	:	Road 15 m wide

WHEREAS the pursuance of order no. CR 26/1996 of the collector office, Aurangabad _____ has given permission to the vendor/developer to use his land above mentioned for non agricultural purpose as per his application.

WHEREAS the pursuance of the construction permission no. 226 - 2019-20 dated 05-02-2020 from the office of Aurangabad Municipal Corporation, Aurangabad. The vendor/developer has started the construction work of the residential building and completed thereafter.

WHEREAS the purchaser approached the vendor and requested to purchase the flat no. _____ floor _____ area _____. The said flat is situated under the following boundaries-

EAST :
WEST :
NORTH :
SOUTH :

Along with the proportionate share in common areas and facilities.

IN WITNESS WHEREOF THIS AGREEMENT TO SALE OF FLAT IS BEING EXECUTED BETWEEN THE PARTIES OF THE FOLLOWING TERMS AND CONDITIONS:-

- 1) The flat no. ____ floor ____ which is specified as above has been agreed to be sell by vendor to transfer, convey, sale, grants, and assign to the purchaser for consideration of Rs. _____/- (in words) _____ out of that amount, the purchaser has paid total Rs. _____ (in words) _____ through cheque no. _____ dated _____ bank _____ branch _____
Balance amount Rs. _____ paid upto _____ 2021.
- 2) That, on payment of the balance consideration as mentioned in this agreement elsewhere, the vendor shall execute the sale deed of the said flat in favours of the purchaser and thereupon the possession of the said flat will be given to the purchaser. However, it is specifically agreed that the purchaser shall not be entitled to claim and vendor shall not be liable to execute the sale deed and shall not cause to deliver possession of the Saud flat to the purchaser unless the entire payment is made by the purchaser to the vendor.
- 3) That, the said property hereby agreed to be sold is free from all the encumbrances, lien, charges, mortgage, acquisition, reservation, etc. And absolutely entitled to transfer and covey the said property to the purchaser and no other person except the vendor has any right, title, interest or possession of any nature whatsoever the said property, the vendor shall pass a free, clear and marketable title of the said property to the purchaser and clear off all the encumbrances, if any, before execution of the sale deed.
- 4) That, the vendor shall pay proportionate share in all the electricity charges, water charges and the non assessment charges, if any, and other taxes till date of execution of the sale deed.
- 5) That, the said such as flat hall be quietly entered into upon and shall be held and enjoyed by the purchaser without any interruptions or disturbance by the vendor or any person claiming through or under him, after execution of the sale deed.

- 6) That, the vendor shall transfer to the purchaser all that said property with all rights, title, interest, claim and demands of whatsoever nature in or to the said property hereby agreed to be conveyed and every part thereof, including the advantage of ancient and other right liberties, easement, privileges, right of light and air, appendages, whatsoever of the said flat.
- 7) That, the vendor shall, at the cost of persons requiring the same shall execute and do every such assurance of things necessary for furthermore perfectly assuring the said property to the purchase, his heirs assigns and successors as may reasonably be required.
- 8) That, the interest hereby the agreed to be transferred subsists and the vendor has every power to sell the same.
- 9) That, the vendor hereby gives warranty of title and in case of any claim in respect of the said property or any portion thereof, the vendor shall be responsible for the same and shall compensate and indemnify the purchaser. The vendor shall pass a free, clear and marketable title to and in favour of the purchaser or his nominee/nominees.
- 10) That, the purchaser shall use the common areas and facilities provided for the said flat only in accordance with the purpose for which they are intended without hindrance or endorsement upon the lawful rights of the other flat owners.
- 11) That, all the expenses on account of preparation of this agreement and sale deed of the said flat and all the other documents including the cost of stamp duty registration fees, legal advice, typing and miscellaneous charges payable thereon, have been agreed to be borne and paid by the purchaser.
- 12) That, in any error or omission description of the said flat, shall not in any manner whatsoever affect the validity and authority of this agreement of sale.
- 13) This agreement of sale has been executed by the vendor out of his own free will and voluntarily after understanding the import and implications of the same,
- 14) Provided always and it is hereby agreed that whenever such interpretation would be requisite to give fullest possible scope and effect to any contract or covenants herein contained, the expression the vendor and the purchaser hereinbefore use shall include their respective heirs, legal representatives, successors and assignees, it shall bind them.

**IN WITNESS WHERE OF THE PARTIES HERE TO HAVE SIGNED AND EXECUTED THIS
AGREEMENT ON _____ 2021.**

SIGNATURE OF THE PARTIES: -

**(JITENDRA KUMAR SATISHCHANDRA GUPTA)
(FIRST PARTY / VENDOR)**

**NAME- _____
(SECOND PARTY / PURCHASER)**

SIGNATURE OF WITNESSES:

1) NAME : _____
AGE _____ OCCUPATION _____
ADDRESS _____

2) NAME : _____
AGE _____ OCCUPATION _____
ADDRESS _____