

**On Rs. 100/- stamp paper (Notarized)**

**AGREEMENT TO SELL AND PURCHASE**

THIS AGREEMENT is executed at ....., on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between

Shri/Smt./Kumari \_\_\_\_\_ resident of \_\_\_\_\_ hereinafter called the First Party/Vendor and

Shri/Smt./Kumari \_\_\_\_\_ son/daughter of Shri \_\_\_\_\_ resident of \_\_\_\_\_ hereinafter called the Second Party/Vendee.

The expression of first and second party shall mean and include their representatives, heirs, successors, legal representative, administrators, nominees and assigns etc.

WHEREAS THE FIRST PARTY is the absolute owner / lessee / allottee of SHOP No. \_\_\_\_\_, situated at \_\_\_\_\_ (hereinafter called the said SHOP) and allotted by the \_\_\_\_\_

AND WHEREAS THE aforesaid SHOP is property of the first party in which his / her / their predecessors, heirs, successors, family members or any one else has no right, title or interest and as such the first party is fully competent to execute this Agreement and to transfer the aforesaid SHOP.

AND WHEREAS THE total deal has been finalized for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) and the said sum have been received by the First Party from the Second Party with the following break up.

1. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) vide cheque/draft/pay order/\_\_\_\_\_ dtd \_\_\_\_\_.
2. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) vide cheque/draft/pay order/\_\_\_\_\_ dtd \_\_\_\_\_.
3. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) vide cheque/draft/pay order/\_\_\_\_\_ dtd \_\_\_\_\_.

Total consideration has been received by the First party from the Second party at the time of execution of transfer document/sale deed.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:-**

1. That the aforesaid amount has been received by the First Party due to urgent needs and to fulfill the bonafide requirements, from the Second Party.
2. That henceforth the first party admits and acknowledges that he/she has not been left with any right, title and interest in the said SHOP and the second party has become ALLOTTEE from the date of execution of this agreement.
3. That the Second party or its nominee on behalf of the First Party shall apply to the **Aditya Durobuild Pvt. Ltd.** for the transfer/conversion/endorsement of the said SHOP in favor of the Second Party on the same terms and conditions as contained in the allotment letter
4. That the First Party assures the Second party that the aforesaid SHOP/property is free from all sorts of encumbrances such as prior sale, gift, mortgage, litigation and dispute, previous contact, power of attorney, will etc., and if this fact is found otherwise, then the First Party will be liable and responsible to indemnify the losses thus suffered by the Second Party.
5. That the Second Party will pay all charges and or any other dues and demands of the concerned authority(s) as and when demanded by the authorities concerned or company.
6. Second party shall borne all expenses relating registration of the sale deed at his/her/their own cost that all the dues, demands and outgoings prior to the date of execution of this agreement shall be paid and borne by the First Party and thereafter by the Second Party.
7. That it has been agreed upon by the parties that the First Party shall keep the Second Party indemnified and free from all losses/damages which may be suffered, incurred, undergone and/or sustained by the Second Party due to any act done in past or in future by the First Party in respect of the said property and if the title of the property is found to be defective one.
8. IN WITNESS WHEREOF BOTH THE PARTIES have subscribed their respective hands on these presence on the place, date, month and year first above mentioned in the presence of the following witnesses.

WITNESSES :

- |    |              |
|----|--------------|
| 1. | FIRST PARTY  |
| 2. | SECOND PARTY |