

## AGREEMENT TO SELL

This Agreement to sell is executed at ..... on this ..... day of ....., 2022 between M/S DEV REAL ESTATE & FINANCE REGISTERD OFFICE-107/262,Nehru Nagar Kanpur U.P-208012 referred to as the Vendor

AND

**Bhawan Jain** s/o Inder Chand Jain & Rakhi Jain w/o Bhawan Jain R/o C-40 RAM DUTT ENCLAVE UTTAM NAGAR NEW DELHI (Hereinafter referred to as Vendees);

### WHEREAS:

The Vendor has purchased a Residential Flat bearing no .....  
..... (hereinafter called the said "property") at a total price of Rs...../  
(.....) hereafter called as the seller.

Out of the total consideration the payment of Rs.....( )has been paid by the vendee to vendor as bayana to the said property and as follows:-

- 1.
- 2.

The balance amount will be pay by the vendee at the time of execution of sale deed/registration at Registrar office, U.P.

### NOW THIS AGREEMENT IS WITNESSETH AS UNDER :

1. The Vendees shall pay the balance amount of Rs...../- to the vendor on or before \_\_\_\_\_.
2. The Vendor hereby assures, represents and covenants with the Vendees that the Vendor is in a position to transfer the said property to the Vendor and the Vendor does hereby assures the Vendees as follows :
  - a) That the property is free from all encumbrances, charges, liens, lispens, attachment, trusts whatsoever.
  - b) That excepting the Vendor nobody else has any right, title interest, claim or demand whatsoever or howsoever in respect of the property.

- c) That there is no legal impediment or bar whereby the Vendor can be prevented from transferring the title in the said property to whomsoever she chooses in any manner whatsoever.
  - d) That there is no subsisting agreement for sale in respect of the property hereby agreed to be sold to the Vendees and the same has not been disposed off or transferred to any other person or persons under any gift, will, exchange or any other arrangement etc.
  - e) That the Vendor has a marketable title in respect of the property.
  - f) All liabilities/dues transfer charges to concerned department / authority with respect to the property up to the date of the transfer of rights of the said property in favour of the Vendees will be borne by the Vendor. The Vendor shall furnish to the Vendees the requisite documents to show that all liabilities upto the date of transfer of rights have been paid by her.
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- 3. That all the expenses for the stamping and engrossing and/or other incidental charges for the transfer of the property shall be borne by the Vendor.
  - 4. That all the original document in lien of the said property will be handed over by the Vendor to the Vendees at the time of transfer of the said property.
  - 5. That in the event that the Vendor avoids to get the flat transferred in the name of Vendees, the Vendees can get this agreement to sell enforced through the court of law under specific performance etc.
  - 6. That in the event the Vendees fails to arrange the balance sales consideration as specified above, the Vendor shall have the right to cancel the agreement and forfeit the earnest money.
  - 7. All costs for registration of the Sale Deed, the cost of stamp duty and any levies for Transfer/Registration fees or any other fee for the purpose of execution of any transfer documents shall be borne by the Vendees.
  - 8. The Courts of .....i shall have jurisdiction over all issues/disputes arising from or relating to this Agreement.

**IN WITNESS WHEREOF** both the parties have agreed this agreement on the day, month and year hereinabove.

**WITNESSES :**

1.

**VENDOR**

2.

**VENDEES**

