

AGREEMENT TO SELL AND PURCHASE

Note : This format has been prepared as applicable to flats. The word "flat" can be substituted with the type of property for which this document is being executed. Similarly, the name of the concerned authority can also be changed as applicable. For the sake of convenience, we have italicized such words.

THIS AGREEMENT is executed at *Mumbai* , 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 _____ and Smt. _____ 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 and in physical and lawful possession of *Flat No.* _____, situated at _____ (hereinafter called the said *Flat*) category _____, comprising of _____ duly fitted with _____ duly connected by _____ and allotted by the _____ *CO-OPERATIVE GROUP HOUSING SOCIETY LTD.* Built on Plot No. _____ (*a Co-operative Group Housing Society registered with Registrar of Co-operative Society, Mumbai*) (hereinafter referred to as *Society*) and by virtue of *Membership No.* _____ of the said society with the Lease Hold Rights of the Land under the said *Flat*.

WHEREAS A PIECE OF LAND was allotted to the said society by the *Mumbai Development Authority* for the construction of *Co-operative Group Housing Society Flats* for its member at Plot No. _____, and allotment to First party was confirmed by *Mumbai Development Authority*.

AND WHEREAS THE aforesaid *flat* is self acquired 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 *flat*.

AND WHEREAS the First Party has paid the entire amount of the aforesaid flat towards the cost of land to the *DDA* and cost of construction to the society concerned.

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.

NOW THIS DEED WITNESSETH AS UNDER:

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.

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 the physical and vacant peaceful possession of the said *Flat* has been delivered by the First Party to the Second party on the spot along with water and electricity connection and electric fittings etc.
3. That henceforth the first party admits and acknowledges that he/she has not been left with any right, title and interest in the said *Flat* and the second party has become its sole and absolute owner from the date of execution of this agreement.
4. That the Second Party shall realize all the rents and profits of the said *flat* have been handed over to the Second party by the First Party.
5. That the Second party or its nominee on behalf of the First Party shall apply to the *DDA* and/or such other authority such as the aforesaid *Co-operative Group Housing Society Limited* for the transfer/conversion of the said *flat* in favour of the Second Party and shall obtain all the necessary permission/approvals subject to the purchaser paying/providing the unearned increase if any payable to the *DDA* on account of such transfer/conversion which shall be in addition to the aforesaid agreed sale consideration and hence the First Party will execute proper sale deed(s) for his/her/their nominee within a period of one month from the date of grant of sale permission/approval and get the same registered on the *office of Sub-Registrar Mumbai* or such other authority or authorities that may be empowered in this regard.
6. That the First Party assures the Second party that the aforesaid *flat* /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.
7. That the Second Party will pay all the lease money, house tax, bills or any other dues and demands of the concerned authority(s) as and when demanded by the authorities concerned after the execution of this Agreement.

8. That the second Party shall obtain all the permissions, necessary approvals to complete the sale transaction including the following :
9. Permissions from the *DDA* to transfer the aforesaid *flat* /property in favour of the Second party or his/her/their nominee (s) at the cost and expenses of the Second party.
10. Permissions from the Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976 if required or in the alternative the First Party shall produce the necessary affidavit (s), declarations or prescribed performas.
11. Or any other permission that may be required to transfer the said *Flat* /Property in favour of the Second party at the time of the registration of the sale deed at his/her/their own cost except that the unearned increase, stamp duty, registration charges, conveyancing etc. shall be paid and borne by the Second Party and in that event the First Party shall not make any further claim, demand and objection whatsoever. But the First Party would provide necessary help, would provide necessary information and sign and execute required papers/documents if so required by the concerned authority to do all or any of the acts mentioned in point no.9.
12. That if in case the aforesaid *flat* is transferred/ registered in favour of the Second Party or the lease hold rights in respect of the aforesaid *flat* are declared as freehold due to change of Government policy, then the First Party shall have no right to object and shall not make any further claim, demand etc.
13. That the First party has also executed and have registered General Power of Attorney and special power of attorney(s) in favour of Shri./Smt./Kumari _____ Son/Daughter of Shri. _____ & (2) Smt. _____ & Resident of _____ and all the aforesaid documents shall not be revoked or cancelled by First Party any circumstances whatsoever.
14. That the First Party shall also be entitled to transfer the aforesaid *flat* /property to anybody else and First Party shall have no objection.
15. That till this date, no lease deed/sub-lease deed has been executed by the *DDA* and if in any case such documents is to be executed then the Second Party will get it registered through attorney on behalf of the First Party who shall sign all the necessary documents and shall obtain the documents for his/her/their own use.
16. That in case the First Party does not perform its part of the Contract then the Second Party shall be entitled to enforce this contract by way of specific performance the appropriate court at the risk and cost of the First party.
17. 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.
18. 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 membership/ *flat* /property and the leasehold right of the land underneath it, and if the title of the property is found to be defective one.

19. That the Second Party shall have the full right of conversion of the said *Flat* from the lease hold to freehold and to make application, indemnity bond, undertaking, affidavit etc. to the concerned authorities for the same.

20. 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