

## 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 made at *Mumbai*, on this \_\_\_\_\_ between Shri/Smt/Kumari \_\_\_\_\_ resident of \_\_\_\_\_ hereinafter called the First Party of the one part and Shri/Smt/Kumari \_\_\_\_\_ resident of \_\_\_\_\_ hereinafter called the Second Party of the other part.

The expression first and second party occurs in the body of this Agreement shall mean and include their respective legal heirs, successors, legal representative, administrators, executors and assigns.

WHEREAS the First Party is the absolute Owner and in lawful possession of *Flat No.* \_\_\_\_\_, \_\_\_\_\_ Floor, comprising of \_\_\_\_\_ *CO-OPERATIVE GROUP HOUSING SOCIETY LTD.* Known as \_\_\_\_\_ against *Membership No.* \_\_\_\_\_ with the said society.

That the first party for his legal needs and requirements has agreed to sell the said *flat* for a sum of Rs. \_\_\_\_\_ to the second party. Both parties i.e. first and second have agreed to sale/purchase of the said *flat* on the following terms & conditions of this agreement.

### NOW THIS AGREEMENT WITNESSES AS UNDER :

1. That the entire consideration amount of the *flat* is finalized for a sum of Rs. \_\_\_\_\_.
2. First Party has received an amount of Rs. \_\_\_\_\_ as earnest money from the second party at the same time of signing this agreement.
3. Balance payment of Rs. \_\_\_\_\_ shall be paid by the second party on or before \_\_\_\_\_.
4. First Party assured second party that the said property under sale is free from all kinds of encumbrances, sale, gift, liens, legal laws, court degrees, court injunctions, attachments whatsoever and if it is proved otherwise the first party shall be liable and responsible for the same.
5. That all the expenses of this transaction (i.e. registration) shall be borne by the second party only.

6. If the first party shall be defaulter to comply any terms & conditions of this agreement and fail to execute the concerned documents for transfer the ownership of this said S.R.as per the fixed period by this agreement, then the first party shall have to pay double amount of earnest money to the second party or court of law. The second party shall have full right to get execute the same documents by the first party through court of law at the cost and expense of first party.
7. First Party shall pay the vacant Land Tax or House Tax, Water Bill, Electricity bill if any, till the date of final transaction.
8. First Party undertake to get the said property registered in the name of second party or his nominee within the period mentioned in clause 3 above, if the second party fails to arrange the payment of the balance amount as per clause 3 above, the transaction will be considered as cancelled and the earnest money given will be forfeited. Further, if the second party sells this *flat* to some other party and received the earnest money in his name under his signatures, the First Party will have no objection in the name of the other party.
9. That this transaction has been finalized through \_\_\_\_\_, through its Director \_\_\_\_\_ will be paid commission @2% each by the purchaser as well as by the seller on the total amount of sale of the said property.

**IN WITNESSES WHEREOF** , the parties here have to set their respective hands on these presents in the presence of the following witness.

WITNESSES:

Signature of Seller/First Party

1.

2.

Signature of the Purchaser/Second Party