**AGREEMENT FOR SALE OF FLAT**

**This agreement for Sale** is made and entered into at \_\_\_\_\_\_\_\_\_ on this \_\_\_\_day of\_\_\_\_\_\_\_\_\_, 2021 between 1) Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, age: \_\_\_\_\_\_\_\_\_\_\_\_years, Occupation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Vendor of One Part” (Which expression shall unless it be repugnant to the context and meaning thereof, include his/her legal heirs, executors and administrators) and

2) Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, age: \_\_\_\_\_\_\_\_\_\_\_years, Occupation \_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, herein after referred to as “ Purchaser of other Part” (which expression shall unless it be repugnant to the context and meaning thereof include his/her legal heirs, executors, administrators and assigns)

**AND WHEREAS** a flat situate at and more particularly described in the schedules annexed hereto (herein after referred to as “The said flat” for the sake of brevity), admeasuring about \_\_\_\_Sq.Feet was originally acquired and purchased by Vendor etc. pursuant to an agreement dated \_\_\_\_\_\_\_\_\_\_\_entered into between \_\_\_\_\_\_\_\_\_, the developer and the Vendor by virtue of which he/she became fully seized and possessed of the “said Flat” as the owner thereof.

**AND WHEREAS** the “Vendor” has obtained a suitable accommodation elsewhere and was desirous of leaving the “Said Flat” and whereas the “Purchaser” was desirous of obtaining a better accommodation for the growing needs of his/her family, he/she (Purchaser) approached the “Vendor” in connection with the “Said Flat” and upon holding preliminary rounds of discussions , both of them agreed upon certain mutual points of agreements and in terms of those points, they have now agreed to and do hereby agree to enter into an agreement for sale in respect of the “Said Flat” in favour of the “purchaser”.

# NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. That the “Vendor” herein, agrees to transfer by way of sale and the “Purchaser” agrees to purchase the “Said Flat” including all the rights , title, claim and interest in the “Said Flat”, together with all its fixtures and fittings at the price of Rs- /- (Rs only).

The “Purchaser” has seen the “Said Flat” and shall not raise any objection on the question of the area mentioned above.

1. The said price will be paid by the “Purchaser” to the “Vendor” as follows that is to say a sum of Rs /- (Rs \_\_\_\_\_\_\_\_\_\_only) will be paid on the execution of this agreement as earnest money and the balance will be paid against delivery of the possession of the “Said Flat” by “Vendor” to the “Purchaser” (The “Vendor” doth hereby admit and acknowledge the receipt of the said earnest money and gives a valid discharge for the same.
2. The transfer of the ‘said flat’ will be completed on or before the day of\_\_\_\_\_\_\_\_\_, 2021.
3. The ‘Vendor’ shall obtain the consent of the Managing Committee of the“ ” for the transfer of the ‘said flat’ and that of shares held by him/her in the said society in favour of the purchaser before the completion of the transfer.
4. The ‘Vendor’ has disclosed and given inspection of the documents in his/her possession relating to the ‘said flat’ to the ‘Purchaser’ and ‘Purchaser’ will not raise any objection on the said count.
5. On obtaining such consent of the said society the ‘Vendor’ shall deliver and peaceful possession of the ‘said flat’ to the ‘Purchaser’ against the payment of the balance amount of Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rs only) by the ‘Purchaser’ to the ‘Vendor’ and shall also execute transfer form of the said shares (bearing nos.\_\_\_\_\_\_\_to\_\_\_\_\_\_) held in the society and represented by share certificate No.\_\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_as and by way of completion of the sale.
6. The flat will be delivered to the ‘Purchaser’ in the condition as it is and the ‘Vendor’ will not be liable to make any addition or alteration therein.
7. On the delivery of the vacant possession of the ‘said flat’, the “Purchaser’ will be absolute owner thereof with all rights of occupation thereto as member of the said society and thereafter the ‘Vendor’ will have no rights, interests, claim or title therein. Society and thereafter the ‘Vendor’ will have no rights, interests, claim or title therein.
8. All the society’s dues including Municipal taxes up to the date of delivery of possession will be paid by the ‘Vendor’ and thereafter the ‘Purchaser’ will be liable to pay the same.
9. The ‘Purchaser’ will hold the ‘said flat’ on and subject to the Bye-Laws of the society and the Managing Committee from time to time and as a member of the society.
10. The ‘Vendor’ has represented to the ‘Purchaser’ that:-
11. He/she has been in exclusive possession of the ‘said flat’, ever since it was originally acquired and purchased by him/her;
12. That the ‘said flat’ is free from any encumbrances, either in the form of mortgage, lease or lien;
13. That the original owner ( ) or the Developers of the plot

( ) don’t have any adverse claim or interest in the ‘said flat’ as the ‘Vendor’ had paid the full and final amount of the consideration.

1. That when the ‘Vendor’ purchased the ‘said flat’, he/she was satisfied about the title to the ‘said flat’, being clear and marketable and it is even now clear and marketable.
2. That the ‘Vendor’ has paid all dues of the society up to date and he/she will indemnify and keep indemnified the ‘Purchaser’ against any claim made for any period prior to the completion of sale.
3. That the legal heirs of the ‘Vendor’ will not contest for any share or interest in the ‘said flat’ or in connection with the consideration amount paid or payable. As such on the completion of the transaction, the purchaser will be entitled to occupy the same without any interruption or hindrance.
4. The ‘Vendor’ is aware that relying upon the aforesaid representation, the ‘Purchaser’ has agreed to purchase the ‘said flat’.
5. The ‘Vendor’ is aware that relying upon the aforesaid representation, the ‘Purchaser’ has agreed to purchase the ‘said flat’.
6. On the completion of the transfer as aforesaid, the ‘Vendor’ will hand over to the ‘Purchaser’

(a) The Share Certificate in the society together with the share transfer form. (b) The agreement for the purchase of flat between the Original Owner, The Developer and the ‘Vendor’, together with all other documents relating to the ‘said flat’, if any, in the possession of the ‘Vendor’.

1. If this agreement fails due to the refusal of the society to give its consent to the transfer or the refusal of the Income-Tax Authorities to give its approval or for any reason beyond the control of the ‘Vendor’ or the ‘Purchaser’, the ‘Vendor’ shall refund the earnest money (Rs Only) to the ‘Purchaser’ forthwith without any interest.
2. If the ‘Purchaser’ commits default in completing the transaction, the ‘Vendor’ will be entitled to cancel the agreement by giving \_\_\_days prior notice to the ‘Purchaser’ and in that event the ‘Purchaser’ will only be entitled to the earnest money without any interest. However, if the agreement fails due to the default of the ‘Vendor’, then the ‘Purchaser’ shall be entitled to the refund of the earnest money together with % interest per annum.

**IN WITNESS WHERE OF** the parties have put their respective hands the day and the year first herein before mentioned.

Signed, Sealed and Delivered by the

Withinnamed

‘Vendor’ Shri/Smt/Miss

in the presence of

(Shri/Smt/Miss )

Vendor

Witness:-

Name:-

Address:-

Signed, Sealed and Delivered by the Withinnamed

‘Purchaser’ Shri/Smt/Miss

In the presence of

(Shri/Smt/Miss ) Purchaser

Witness:-

Name:-

Address:-

# Schedule of Property

Flat No. , admeasuring about \_\_\_\_\_\_\_Sq.Feet (Carpet area) lying and situate at \_\_\_\_\_\_\_Floor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CHS, Plot Number \_\_\_\_\_\_\_\_\_\_\_(CS/CTS), Road, near (Landmark) (City), (State), India- Pincode

**Receipt**

Dated:-

This is to acknowledge that today I have received a sum of Rs. /-

(Rs. Only) from Shri/Smt/Miss

(Purchaser), towards the earnest money for the sale of my flat, lying and situated at\_\_\_\_\_ and more particularly described in the Schedule of Property above.

***I say received.***

(Shri/Smt./Miss )

Vendor