

Sample of the Sale And Purchase Agreement For Society Flats In Delhi

This Agreement To Sale And Purchase For Society Flats In Delhi is made at Delhi, 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 the second part occurs in the body of this Agreement To Sale And Purchase For Society Flats In Delhi 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 requirement has agreed to sell said flat for a sum of Rs. --- ---to the second party. Both parties i.e. first and second have agreed to the sale/purchase of the said flat on the following terms & conditions of this agreement.

NOW THIS AGREEMENT TO SALE AND PURCHASE FOR SOCIETY FLATS IN DELHI WITNESS 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 the second party that the said property under sale is free from all kinds of encumbrances, sale, gifts, lines, legal laws, court decrees, 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 including the registration etc 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 the court of law at the cost and expense of the first party.

7. First Party shall pay the vacant Land Tax or House Tax, Water Bill, Electricity bill, all cesses, etc if any, till the date of the final transaction.

8. First Party undertake to get the said property registered in the name of second party or his nominee with the period mentioned above, after paying the entire agreed amount and due to any reason, if the second party fails to arrange the payment of the balance amount, the transaction will be considered as canceled and the earnest money will be forfeited and the second party shall be free to sell the said flat to anybody at any stage.

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

WITNESS: ---

Signature of Seller/First Party

1.

2.

Signature of the Purchaser/Second Party