

**THIS IS JUST A FORMAT.**

**Kindly take proper Legal Advise for Drafting Document as per your requirements.**

**Agreement for Sale of Flat by  
member of Co-operative Housing  
Society to a Purchaser**

AGREEMENT is made at . . . . . this . . . . . day of . . . . . between Mr. A hereinafter referred to as “the Transferor” of the One Part and Mr. B of . . . . . hereinafter referred to as “the Transferee” of the Other Part.

WHEREAS-

1. The Transferor is a member of . . . . . Co-operative Housing Society Ltd., registered under No. . . . . of 20 . . . . . under the Maharashtra Co-operative Societies Act, 1960 and as such member he is occupying as owner the Flat No. . . . . on . . . . . floor in the building known as . . . . . standing on Plot No. . . . . belonging to the said Society,

2. The carpet area of the said Flat is about . . . . . sq. feet.

3. The Transferor has agreed to transfer his right to occupy the said Flat and all his right, title and interest therein as well as to transfer his shares in the said Society to the Transferee on the following terms and conditions agreed to between the parties hereto.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Transferor agrees to transfer and the Transferee agrees to purchase the right to occupy of the Transferor and all his right, title and interest to and in the said Flat together with all its fixtures and fittings at the price of Rs. . . . . (Rupees . . . . . ) calculated at the rate of Rs. . . . . per sq. ft. The Transferee has seen the flat and shall not raise any objection on the question of the area mentioned above.

2. The said price will be paid by the Transferee to the Transferor as follows that is to say a sum of Rs. . . . . will be paid on the execution of this agreement as earnest and the balance will be paid against delivery of possession of the said Flat by the Transferor to the Transferee.

3. The transfer of the flat will be completed on or before the . . . . . day of . . . . . 20. . . . .

4. The Transferor shall obtain the consent of the Managing Committee of the said society to the transfer of the Flat and of the five shares held by the Transferor in the said Society to the Transferee, before completion of the transfer.

5. The Transferor has disclosed and given inspection of the documents in his possession relating to the said Flat and he will not raise any objection on the title.

6. On obtaining such consent of the said Society the Transferor shall deliver vacant possession of the said Flat to the Transferee against payment of the said balance amount of Rs. . . . . by the Transferee to

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the Transferor and shall also execute transfer form of the said five shares bearing Nos. . . . . to . . . . . held in the society and represented by Share Certificate No. . . . . dated . . . . . as and by way of completion of the sale.

7. The Flat will be delivered to the transferee in the condition as it is and the Transferor will not be liable to make any additions or alterations therein.

8. On the delivery of vacant possession of the said Flat the Transferee will be the absolute owner thereof with all rights of occupation thereto as member of the said society and thereafter the Transferor will have no right, title or interest therein.

9. All the society's dues including Municipal taxes upto the date of delivery of possession will be paid by the Transferor and thereafter the Transferee will be liable to pay the same.

10. The Transferee will hold the said Flat on and subject to the by-laws of the Society and the resolutions passed by the Society and the Managing Committee from time to time and as a member of the Society.

11. The Transferor has represented to the Transferee that (i) he is the absolute owner of the said Flat and no other person has any interest therein, (ii) there is no encumbrance on the said flat and he has paid the full price thereof to the Developers who had agreed to sell the said Flat to the Transferee, and from whom he has purchased the said flat, (iii) that he has been in exclusive and peaceful possession and occupation of the said Flat since it was purchased by him, (iv) that the Developer or contractor who constructed the building has no claim against the said flat or the Transferor of whatsoever nature, (v) that when the Transferor purchased the said Flat he was satisfied that the title to the said flat was clear and marketable and is even now clear and marketable, (vi) that on taking possession of the said flat the Transferee will be entitled to occupy the same without any claim or interruption from the Transferor or anybody claiming under him, (vii) that he has paid all dues of the Society upto date and he will indemnify and keep indemnified the Transferee against any claim made for any period prior to the completion of sale in respect of the said Flat.

12. The Transferor is aware that relying on the said representations the Transferee has agreed to purchase the said Flat.

13. On the completion of the transfer as aforesaid the Transferor will hand over to the Transferee (i) the Certificate of Shares together with the share transfer form, (ii) the agreement for purchase of Flat between the Developer and the Transferor and all the other documents relating to the Flat if any, in the possession of the Transferor.

14. The transferor is not bound to execute any deed of conveyance in favour of the transferee as it is not required. However if the transferee requires any other documents to complete his title the transferor will do so but at the costs of the transferee.

15. If any premium or fee is required to be paid to the said society for its consent to the transfer of the said Flat, and if any stamp duty is required to be paid on the form of the share-transfer, the same will be borne and paid by the Transferor and Transferee in equal shares.

16. Each party hereto shall bear and pay his legal Advisor's cost of and incidental to this Agreement.

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17. If the provisions of Chapter XXC of the Income-tax Act or any provisions in substitution thereof or any addition thereto are applicable to this transaction, this agreement will be deemed subject to the approval of the Income-tax authorities concerned and will be deemed to be effective only if and when such approval is granted.

18. 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 Authority to give its approval or for any reason beyond the control of the Transferor or the Transferee, the Transferor shall refund the earnest money to the Transferee forthwith without any interest.

19. If the Transferor commits default in completing the transfer, the Transferee will be entitled to cancel this agreement by giving fifteen days' prior notice and in that event the Transferor will be liable to refund the amount of earnest money with interest thereon at 12% p. a. from the date of this agreement till payment. If the Transferee makes default in completing this agreement the Transferor will be entitled to cancel this agreement by giving fifteen days' prior notice to the Transferee and in that event the Transferee will forfeit the earnest money. This is without prejudice to the right of any party to file a suit for specific performance of this contract and/or for further damages, if any.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

Signed and delivered by the  
withinnamed Transferor . . . . .  
in the presence of . . . . .

Signed and delivered by the  
withinnamed Transferee . . . . .  
in the presence of . . . . .

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