

**AGREEMENT FOR SALE OF FLAT BY A FLAT PURCHASER, WHEN CO-OPERATIVE SOCIETY HAS NOT BEEN FORMED AND FLAT IS NOT READY**

THIS AGREEMENT made at ..... this ..... day of ....., 2000, between A, son of ..... resident of ..... hereinafter referred to as the "Transferor" of the FIRST PART, B, son of ..... resident of ..... hereinafter referred to as the "Transferee" of the SECOND PART and M/s ABC Constructions, a partnership firm, having its office at ..... hereinafter referred to as the Confirming Party of the THIRD PART.

WHEREAS by an Agreement dated ..... made between M/s. ABC Constructions, therein referred to as the Builders and, hereinafter referred to as the Confirming Party of the ONE PART and the Transferor therein referred to as the flat Purchaser of the OTHER PART, the Confirming Party has agreed to sell and the transferor has agreed to purchase one flat bearing No. .... on the ..... floor in the building, being constructed by the Confirming Party on the piece of land bearing Plot No. .... situated at..... and more particularly described in the Schedule 1 to the said agreement being the same as described in the Schedule 11 hereunder written;

AND WHEREAS the agreement between the Confirming Party and the transferor, hereinafter referred to the said agreement, has been duly registered under the Registration Act, 1908 as required under the ..... Ownership Flats Act, .....

AND WHEREAS the transferor has agreed to assign his rights and benefits under the said agreement to the transferee and the transferee has agreed to purchase the same on the terms and conditions hereinafter contained;

AND WHEREAS the confirming party has informed transferor that the flat will be ready by ..... and he has no objection in the transfer of the said agreement by the transferor and the transferee and has agreed to join as the Confirming Party to these presents.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the sum of Rs. .... paid at the time of these presents (the receipt whereof the said transferor does hereby acknowledge and admit), the transferor assigns to the transferee all his rights, benefits and interest to purchase the flat No ..... on the ..... floor in the building under construction on the piece of land described in Schedule 1 hereunder written, under the said Agreement between the Confirming Party and the transferor.
2. The transferor hereby declares that the said agreement is valid and subsisting and he has not assigned the benefit of the said agreement to any person.
3. The transferee will be entitled to all the rights, benefits and interest belonging to and available to the transferor under the said agreement.
4. The Confirming Party hereby agrees and declares that he shall hand over the possession of the fiat to the transferee, as soon as it is ready and the transferor will be entitled to the amounts deposited by the transferor with the Confirming Party under the said Agreement and the transferee shall be given the shares in the Co-operative Society of the flat owners in respect of the flat, as and when the Society is registered.

5. The transferor declares that he will have no interest, right and benefits in the said agreement and in the flat to be acquired by virtue of the said agreement.
6. The transferee has satisfied himself about the rights of the Confirming Party about the sale of the flat to the transferor and the building plans and he shall not be entitled to raise any objection about the right of the Confirming Party or the building plans in future.
7. The transferee agrees and undertakes to be bound by the liabilities and obligations of the transferor under the said agreement.

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

*The First Schedule above referred to*  
*The Second Schedule above referred to*

Signed and delivered by the within named transferor A

Signed and delivered by the within named transferee B

Signed and delivered by the within named Confirming Party  
M/s. ABC Constructions through its partners  
(1) ; (2) ; (3) ;.

WITNESSES;

1.

2.