

## Purchase Agreement

This sale and purchase agreement is executed at \_\_\_\_\_ on this \_\_\_\_\_ by \_\_\_\_\_, hereinafter called the Vendor,

IN FAVOUR OF

Mr/Mrs \_\_\_\_\_, hereinafter called the Vendee.

The expression Vendor and Vendee shall mean and include their heirs, successors, executors, administrators and assigns of the respective parties.

Whereas the Vendor is the bonafide owner of the property described below with all rights and title and has absolute right to sale, alienate the aforesaid property to the Vendee.

Description of the property:

- i) Area
- ii) Floors
- iii) Location
- iv) Facilities and amenities

Whereas the Vendor has agreed to sell the aforesaid property to the vendee for her bonafide needs and requirements with fittings and fixtures and the Vendee has agreed to purchase the same for a sum of Rs. \_\_\_\_\_.

NOW THIS SALE AND PURCHASE AGREEMENT WITNESSETH AS UNDER

That the consideration amount of mentioned above stands already paid to the vendor as full and final settlement as stated above prior to execution of this sale and purchase agreement, vendor do here by acknowledges the receipt of the same and the vendor do here by sell, conveyed, transfer and assigns all his rights, title and interest of the above said property under sale unto the vendee.

1. That the vendor hereby assure and declared that he is the conveyance deed holder and is the sole, absolute, exclusive and rightful owner of the aforesaid property under sale alongwith freehold rights of the land underneath and he is fully competent and has full rights and power to sale and transfer the same.
2. The vendor hereby absolutely assigns, conveys and transfers to the Vendee all her rights of ownership, titles and all interests in the above mentioned property under sale hereby conveyed under this sale and purchase agreement.
3. The vacant and peaceful possession of the above mentioned property under sale has already been given to the Vendee by the Vendor, who has occupied the same.
4. The Vendee shall hereinafter hold use, enjoy as he/she likes and to sell, mortgage, lien, let-out or make additions/alterations or renovations in the same as her own property without any hindrance, claim or demand whatsoever from the vendor.
5. That the Vendor hereby assures the vendee and declares that he is the sole, absolute, exclusive and rightful owner of the above mentioned property under sale, and is fully competent and has

full power, absolute authority and unrestricted rights to sell and transfer the same, and the same is free from all sorts of encumbrances, burden, sale, mortgage, gift, lien, decree, charges, court injunction orders, stay orders, liability, transfer, attachment, litigation, legal flaws, dispute, notices, surety, security, notifications, acquisition etc. and there is no legal defect in the title of the Vendor. If it is proved otherwise, the Vendor and the property both moveable and immoveable shall be liable to indemnify the vendee in full or part to the extent of loss sustained by the vendee at the prevalent market value of the said property at that time with all cost, expenses and damages, etc. and the vendee shall have full rights to recover the same, alongwith the cost and expenses of additions, alterations, renovations, modifications, etc. through the court of law.

6. That the Vendee can get the above mentioned property under sale mutated and transferred in his/ her own name on the basis of this sale and purchase agreement with the concerned government department.

7. That all dues such as house tax, electric and water bills, etc. outstanding, if any, in respect of the above mentioned property under sale, shall be paid and borne by the Vendor upto the date of execution/registration of this sale and purchase agreement and later on by the Vendee.

8. The Vendee has spent all cost of stamp papers and registration fee, etc. for the present sale and purchase agreement.

9. The Vendor has handed over all the Original documents establishing the chain of title of the said property.

10. That the Vendee is fully empowered to transfer or get the fresh electric and water connections in respect of the above mentioned property under sale in his/her own name after the execution/registration of this sale deed from the respective departments at his/her own cost and expenses.

12. The Vendee shall maintain the above mentioned property under sale at her own cost and expenses.

14. That the Vendor, her heirs, successors, executors, administrators, legal representatives and assignees have been left with no rights, titles or interests in the said property and the Vendee has become its absolute owner.

In Witness Whereof this sale and purchase agreement is executed at \_\_\_\_\_ on the day, month and year above written.

WITNESSES

1. VENDOR

2. VENDEE