

AGREEMENT FOR SALE

This agreement for sale made at this _ day of , by and between , a company incorporated under the provisions of Companies Act, 1956 having its registered office at herein after referred to as the “VENDOR” and/or “Party of the First part” (which expression shall unless repugnant to the context or meaning thereof mean and include its successions and assigns) of the **ONE PART** ;

AND

. , a private limited Company incorporated under the provisions of Companies Act, 1956 having its registered office at “. , hereinafter referred to as the “PURCHASER” and/or “Party of the Second Part” (which expression shall unless repugnant to the context or meaning thereof mean and include its successions and assigns) of the **OTHER PART**;

WHEREAS the party of the First Part owns and possesses immovable property viz; at Registration District Registration Sub District Moje Village/Town R. S. No Block No. Sub Plot. / Unit No. Heaving City Survey no admeasuring plot area Sq.mt. and admeasuring construction is Sq.mt. Known as Postal Address more particularly described in the Schedule hereunder. written and the movable properties of listed in the schedule hereunder;

AND WHEREAS the Company of the Second part has approached the Party of the First Part with an offer of purchasing the said property for the consideration of Rs. lacs, and the Party of the First Part the approval,.

AND WHEREAS the Agreement to purchase the said property has been formally made between the parties and the terms and conditions too are mutually agreed upon, therefore it is decided to reduce terms and conditions of the said agreement into writing;

Now therefore Party of the First Part and Party of the Second Part enter into this agreement for sale the properties described in the schedule hereunder on the terms and conditions mentioned hereafter :

1. The party of the First part under resolution of its board of directors, passed in the meeting held on has authorized Mr. , ,its director to enter into this agreement for sale the term and conditions are were also confirmed in the said meeting of the Board of directors.
2. The Party of the First Part is owner of the building at Dist. and all the accessories lying in the

said building with all infrastructure facilities and amenities, electricity connections with sanctioned load of electricity, etc. The Party of the First Part assures the Party of the Second part that, the said property is neither encumbered in any way, nor any amount is due and payable to any Third Party so as to involve the said property in any action for recovery, The Party of the First Part has, all rights and authority to transfer, convey and part with the possession of the said property, in favor of the Party of the Second Part on due conveyance of the said property free of any charge or rights and claims of any Third Party ;

3. It is agreed between the parties hereto that Part of the First part will sell and Party of the Second part will purchase the immovable property of building belonging to Party of the First Part as well as lying in the building described in details in the schedule hereunder for a total consideration of Rs. , and the Party of the Second Part has paid a sum of Rs. as earnest money in consideration of this agreement of sale under cheque no. dated drawn on The said amount is to be adjusted towards total consideration payable by the Party of the Second Part at the time of formal Conveyance deed.
4. The time for completion of this contract is fixed at 2 months from the date of execution this agreement and during that time the Party of the First Part will get the no due-no charge title clear certificate.
5. The amount shall be paid towards the part of the consideration payable under this agreement and such payment made shall always be in part performance of this agreement made by the Party of the Second Part ;
6. It is further mutually agreed upon between the parties that at the time of completing payment to be made by the Party of the First Part, the party of the First Part shall hand over actual physical peaceful possession of said movables and immovable property to the Party of the Second Part under necessary legal instrument which the Party of the Second Part may require and insist.
7. The Party of the First part also assures the party of the Second part that they are no dues on account of sales tax, Excise duty, property tax, electricity bills and or any other outstanding so as to involve property under sale and it is further undertaken by the Party of the First Part that during the time of this agreement for sale any such outstanding is found, the same will be cleared by the Party of the First Part.
8. Expenses and costs for stamp duty, registration charges etc. will be shared equally by the Party of the First Part and party of the Second Part.
9. It is agreed between the Parties that in case of default or delay on the Party of the First part in completing this contract within the stipulated period the Party of the Second Part have liberty to initiate the legal proceedings against the Party of the First Part for specific performance of this agreement

and in that case Party of the Second Part who shall also be entitled to claim damages if any,

- 10. The Party of the First Part shall satisfy the Party of the Second Part regarding its clear and marketable title of the property and Party of the Second Part shall always get the said conveyance registered in its favour by making payment of the balance consideration if any to the Party of the First Part. The Party of the First Part shall also be entitled to initiate legal proceedings for the due performance of this agreement against the Party of the First Part in case any delay or default on the part of the Second Party ;
- 11. The possession of the property for sale is not parted by Party of the First Part in favour of the Second Part under this agreement. Same is to be handed over at the time of payment made by the Party of the Second Part to the Party of the First Part as mentioned hereinabove or at the time of conveyance.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals hereunto the day and year first hereinabove written.

A piece and passed of free hold land admeasuring Sq.ft. thereabout along with all permanent and temporary structure stands thereon or land structure at Revenue Survey no. of village, in the sub-registration. and Registration Dist. of and having city survey no. of, and bounded of follows :

- To the east :.
- To the west :
- To the north :
- To the South :

Signed, Sealed and Delivered
by the within named
“VENDORS” and/or “Party of the First Part”

..... **Through**
Its authorized director

Mr.
Duly Authorized vide resolution
Dated

Directors.

In the presence of

1. _____

2. _____

Signed and sealed

By the within named

“PURCHASER” and/or “Party of the Second Part”

In the presence of

1. _____

2. _____