

AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE IS MADE AND EXECUTED ON THIS THE
..... DAY OF, TWO THOUSAND AND NINETEEN**

BETWEEN

..... **(PAN**), Son/ daughter of
....., aged about years , by faith-, by occupation-
....., by Nationality- Indian, of
hereinafter called and referred to as the(which terms and
expressions shall unless excluded by or repugnant to the subject or context be
deemed to mean and include her heirs, successors, executors, administrators,
representatives and assigns) of the **ONE PART**.

AND

(1) **(PAN**), son of
aged about Years , by faith-....., by occupation-, by
Nationality-, hereinafter called and referred to as the
(which terms and expressions shall unless excluded by or repugnant to the subject
or context be deemed to mean and include their heirs, successors, executors,
administrators, representatives and assigns) of the **OTHER PART**.

WHEREAS the Owner/Vendor herein is the owner and seized and possessed of or
otherwise well and sufficiently entitled to **(Schedule of the Property)** particularly
mentioned, described and explained in the **SECOND SCHEDULE** hereunder written
and/or given which is being a part and parcel of **FIRST SCHEDULE** hereunder
written and/or given enjoying the right, title and interest thereof free from all
encumbrances, charges, liens and lispenses.

AND WHEREAS the Owner/Vendor herein being desirous of selling, alienating and transferring the said **SECOND SCHEDULE** property have been approached by the Purchasers herein and agreed about the full and final consideration as negotiated between them i.e. upon payment of a lump sum consideration of **Rs**/- (**Rupees**) **only**, out of which the Purchasers herein are paying Rs...../- (Rupees) only at the time of signing and execution of this agreement as advance/earnest money by way of in favour of Owner/Vendor herein and the Purchasers herein will pay the balance consideration of Rs..... (Rupees - **Rupees** only to the Owner/Vendor herein at the time of execution, signing and registration of Sale Deed and/or Deed of Conveyance.

AND WHEREAS so as to reduce in writing the covenants, conditions, stipulations, specifications and terms in connection with the finalization of the sale and purchase of the **SECOND SCHEDULE** property this agreement is executed by and between the Owner/Vendor herein and the Purchasers herein.

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

1. The total consideration money for selling and transferring the said **(Schedule of the Property)** particularly mentioned, described and explained in the **SECOND SCHEDULE** hereunder written and/or given has been fixed by and between the Purchasers herein and the Owner/Vendor herein amounting to **Rs**/- (**Rupees** **only**).

2. That at the time of execution and signing of this agreement, the Purchasers herein are paying Rs (Rupees) only as advance/earnest money by way of in favour of Owner/Vendor herein, the details of which is appeared in the Memo of Consideration of this Agreement.
3. The Purchasers herein will pay the balance consideration of Rs (Rupees - **Rupees**) only to the Owner/Vendor herein at the time of execution, signing and registration of Sale Deed and/or Deed of Conveyance.
4. It shall be mandatory to execute and register Sale Deed and/or Deed of Conveyance by the Owner/Vendor herein in favour of Purchasers herein and/or their nominee or nominees within three months from the date of signing and execution of this agreement.
5. The Owner/Vendor herein declares and states that the **SECOND SCHEDULE** property is free from all encumbrances, liens, lispenses, charges and having a good and clear marketable title.
6. The Owner/Vendor herein has already provided the photocopy of each and every paper and document which is necessary and relevant in connection with the **SECOND SCHEDULE** property to the Purchasers herein for the purpose of searching the property and also drafting the Sale Deed and/or Deed of Conveyance to the intention of this Agreement.

7. After preparation of draft Sale Deed and/or Deed of Conveyance, the Purchasers herein will hand over a copy of the said draft Sale Deed and/or Deed of Conveyance to the Owner/Vendor herein for her perusal and finalization within 30 days from the date of receiving the photocopies of the necessary papers and documents from the Owner/Vendor herein and the Owner/Vendor herein will also return the corrected and settled copy to the Purchasers herein within next 30 days for preparation of the final Sale Deed and/or Deed of Conveyance thereof.

8. If the Owner/Vendor herein in any circumstances backs out to execute and register the Sale Deed and/or Deed of Conveyance in connection with the **SECOND SCHEDULE** property hereunder written and/or given, the Owner/Vendor herein will refund the advance/earnest consideration to the Purchasers herein and in that case this agreement will be cancelled and all the photocopies of the documents and papers will be returned by the Purchasers herein to the Owner/Vendor herein and the Owner/Vendor herein shall be at liberty to make deal with third party according to her sweet will and both the parties will have no right to agitate over this issue before any legal forum whatsoever.

9. If the Purchasers herein in any circumstances back out to execute and register the Sale Deed and/or Deed of Conveyance in connection with the **SECOND SCHEDULE** property hereunder written and/or given, the Owner/Vendor herein will refund the advance/earnest consideration to the Purchasers herein and in that case this agreement will be cancelled and all the photocopies of the documents and papers will be returned by the

Purchasers herein to the Owner/Vendor herein and the Owner/Vendor herein shall be at liberty to make deal with third party according to her sweet will and both the parties will have no right to agitate over this issue before any legal forum whatsoever.

10. This agreement is valid till the execution and registration of Sale Deed and/or Deed of Conveyance or three months from the date of execution and signing of this Agreement whichever is earlier.
11. That the Owner/Vendor herein and the Purchasers herein shall be duty bound to observe all the legal formalities in order to achieve the ends of these presents and facilitate the same to their level best.
12. The Owner/Vendor herein assures the Purchasers herein that there is no agreement or contract regarding the sale of the **SECOND SCHEDULE** property what has been intended to be sold and transferred with any other party.
13. If the Owner/Vendor herein fails to observe the covenants, conditions, terms, stipulations hereunder mentioned in any manner, the Purchasers herein shall have the specific performance of the same by proceeding before the authority and/or authorities whomsoever applicable including the Courts of Law and shall further be at liberty to sue for the damages and compensation for the said wrong and vice-versa if the Purchasers herein shall fail to observe the same, the Owner/Vendor herein shall be entitled to similar remedies.

14. At the time of execution and registration of Sale Deed and/or Deed of Conveyance, the Owner/Vendor herein will hand over all the original papers, documents including title deeds in connection with the **SECOND SCHEDULE** property to the Purchasers herein.

15. Before execution and registration of Sale Deed and/or Deed of Conveyance, the Owner/Vendor herein will clear all the taxes, revenues and other outgoings in connection with the **SECOND SCHEDULE** property positively in any manner whatsoever.

16. That if any dispute or difference may arise between the parties in connection with **SECOND SCHEDULE** property the same shall be referred to an Arbitrator, who shall be proceeding in accordance with the provisions and principles of the Arbitration and Conciliation Act, 1996 and the rules framed there-under and shall be under the Kolkata jurisdiction only.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT plot of land measuring about an area a little bit more or less being (Schedule of the Property)

ON THE NORTH :

ON THE SOUTH .:

ON THE EAST :

ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT (Schedule of the Property)

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on these presents, the day, month and year first above written.

SIGNED AND DELIVERED by the
Owner/Vendor herein in the presence of

WITNESSES:

1.

2.

OWNER/VENDOR

SIGNED AND DELIVERED by the
Purchasers herein in the presence of:

WITNESSES:

1.

2.

PURCHASERS

RECEIPT

RECEIVED a sum Rs. **10,00,000/- (Rupees TEN LAKHS)** only as an advance out of the total consideration of **Rs 2,96,00,000/- (Rupees Two Crore Ninety Six Lakhs) only** as per the terms of these presents as per the memo below:

MEMORANDUM OF CONSIDERATION

RTGS DETAILS.	Date	Bank & Branch Name	Amount
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Total _____

(Rupees TEN LAKHS) only.

WITNESSES:

1.

2.

OWNER/VENDOR