

AGREEMENT FOR SALE

This Articles of Agreement for sale made on this.....th Day of in Christian year

BETWEEN

....., Party Name:..... aged, doing.....having Address at(PAN NO.) hereinafter called the "SELLER/VENDOR " (which expression shall unless it be repugnant to the context or meaning thereof deemed to include the heirs, legal representatives, and executors of all its partners and assigns) of the FIRST PART.

AND

.....aged years PAN NO.(.....) doing, residing at, Gujarat hereinafter called the "VENDEE/PURCHASER" (which expression shall unless it be repugnant to the context of meaning thereof deemed to include his/her heirs, executors and administrators) of the SECOND PART.

The Vendor is seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcels of lands more particularly described in the First Schedule hereunder written.

The Purchaser, after verifying the rights, title of the Vendor enters into the Agreement with the Vendor. Besides, the Purchaser has also seen and understood the construction plans on the lands described in the First Schedule and considering all the present and future rights of the Vendor, the Purchaser agrees to purchase the interest in the lands described in the First Schedule (particulars of rights or say interest agreed to be purchased are given in the Second Schedule) and the construction in the Project known as "....." on the following terms and conditions :

TERMS AND CONDITIONS

1. The Purchaser shall pay Rs...../- (in wordsonly) as consideration for acquiring co-ownership rights in the property described in Schedule-II and the construction costs of the space described in Schedule-III to the Vendor.
2. Towards the Consideration amount of pay Rs./- (.....only) for acquiring interest in the property described in Schedule-II and the construction described in Schedule-III.

DETAILS OF PAYMENTS

1. - in words rupees
Dt....., Bank by cheque
No.
Purchaser has paid to the Vendor. Therefore the Vendor acknowledges the receipt of the same.
3. The remaining Consideration amount of Rs...../- (in words Rupees) for acquiring interest in the property described in Schedule-I, as detailed Schedule-II and the construction described in Schedule-III shall be paid by the purchaser on or before
4. If the Purchaser will make default in making payment of any of the installments (as agreed in term No. 3) in full within the agreed period this Agreement will come to an end and the Purchaser will not be entitled to claim any right, title or interest in the land or the property space described in the relevant Schedules below. And the amounts paid today and which shall be paid towards the consideration amount shall be forfeited. And the Vendor will be entitled to convey, transfer and assign the right or say interest in the land as well as property-space agreed to be assigned by this deed to any other party. The Vendor reserves the option to charge% interest on the delayed payment and reserves the rights to keep in force this Agreement by accepting interest on delayed payments. But the acceptance of late payment with interest or without interest shall not be construed as waiver of the term that time is the essence of contract. And options to keep in force this Agreement by accepting late payment with interest or without interest solely with the Vendor.
5. The Purchaser agrees to pay all the installment amounts payable under the terms of this Agreement as and when they become due and payable; time being the essence of contract. Furthermore, the vendor is not bound to give any notice for making payments in time and want of notice shall not be pleaded as an excuse for non-payment of any amount or amounts on the respective due date.
6. As per the prevailing taxation law the service taxes are applicable to this transaction and the purchaser shall pay the service tax applicable time to time to the installments paid by the purchaser as mention herein before and failing which the vendor has liberty to appropriate the amount of the installment paid by the purchaser at it's discretion and under the said circumstances the purchaser shall not raise any dispute that the purchaser has paid the amount as per the installments mentioned herein before in the clause No..... and the vendor has liberty to act as per the clause No..... of this agreement.
7. Any delay or indulgence by the Vendor in enforcing the terms of this Agreement, or any forbearance, or giving time to the Purchaser, shall not be considered as waiver

on the part of the Vendor of any of the Terms and Conditions of this Agreement nor shall the same in any manner prejudice the rights of the Vendor.

8. The Purchaser is not entitled to transfer, assign or sell his/her benefits and interest under this Agreement to any other party without the written consent of the Vendor.
9. The purchaser shall do all the needful to execute the sale deed in his/her/their/it's favour within one month on completion of the construction described under Schedule-.... i.e. to say that the possession as co-owner of the land covered under Schedule-.... and the possession of the property-space covered under Schedule-III shall given by the Vendor after the execution of the sale-deed and after receiving all the instalments narrated in and after receiving all the instalments narrated in to the Purchaser.
10. Nothing contained in this presents shall be construed to confer upon the Purchaser any right, title or interest of any kind whatsoever into or over the said lands or the building or any part thereof. Such conferment shall take place only after the execution of the sale deed.
11. The Purchaser shall maintain the property at his/her own costs after having the possession of the same.
12. Margin Space will be utilised by all the co-owners of the building/s without causing any inconvenience to the others.
13. The Purchaser shall on or before delivery of the said premises pay to the Vendor the legal charges, service taxes, and expenses and share money application, entrance fee of the society and / or limited company, a formation and registration of the society and the proportionate development / betterment charges and electric meter deposit and cable, etc. and other expenses as decided by the vendor time to time. (THIS POINT IS OPTIONAL FOR PARTIES)
14. As agreed by and between the parties hereto the Government taxes, Semi Government taxes, the amount/expenses mentioned herein before and the taxes etc. payable time to time shall be paid by the purchaser time to the vendor and failing which the vendor has liberty to appropriate the amount of the installment paid by the purchaser at it's discretion.
15. The Vendor shall utilize the amounts mentioned in the abovementioned sub-clauses paid by the Purchaser to the Vendor towards meeting legal costs, charges and expenses, including professional costs of the Advocates of the Vendor in connection with the formation of the said society, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement, reimbursement of the development charges payable to the concerned authorities, electric meter charges, expenses for cable sub-station if required and other expenses in the manner stated hereinabove. It is specifically agreed between the parties hereto that the amount payable by the Purchaser to the Vendor as per clause No. are neither refundable nor accountable in any event.

16. It is specifically agreed and declared that the final transfer deeds shall contain, such covenants as may be necessary in the circumstances of the case. It shall inter alia contain;
- a)
- b) etc.
17. The Purchaser also agrees to contribute and pay his/her proportionate share towards taxes and other payments and outgoing specified in the Forth Schedule hereto and such share shall be determined by the Vendor. And this condition shall always be binding upon the Purchaser. And all the conditions hereinbefore mentioned shall be binding to the Purchaser.
18. All the out-of-pocket expenses and stamp duty, registration charges, incidental to this Agreement and the sale etc. shall be borne and paid by thePART.

SCHEDULE-I

The N. A. land bearing R.S.No. admeasuring about sq.mtrs. situated within the limits of Village, Tal.& Dist.

SCHEDULE-II

The land admeasuring about sq. Mtrs. of the N. A. land bearing R.S.No. admeasuring about hec.are. sq.mtrs. hec. are. sq.mtrs. = hec. are.sq.mtrs. situated within the limits of Village Tal. & Dist. which is shown in red colour boundary line in the Map annexed herewith.

SCHEDULE-III

The property space known as Unit/Gala No.....) admeasuring aboutSq.ft.(carpet area) &(sq.mtr.)in the building known as “.....”, which is being constructed on the Plot described in the Schedule-I.

SCHEDULE-IV

- a.
- b.etc.

IN WITNESS whereof the parties have signed this deed on the day and date above mentioned.

SIGNED, SEALED AND DELIVERED BY
Seller/Vendor.....,in the
presence of.....

SIGNED, SEALED AND DELIVERED BY
Purchaser/Vendee in the
presence of

WITNESSES:

(1)_____

(2)_____