**AGREEMENT FOR SALE OF THE HOUSE**

**This Agreement for Sale is executed on** DATE 1, YEAR, **at Indore, MP India,**

**By and between:**

1. **Mr \_\_\_\_\_\_\_\_\_** (Aadhar no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) son of the late Mr Eknath Shankar Pandit, residing at H. No 62 BG, Scheme No. 74-C, Indore, Vijay Nagar, MP 452010, (PAN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (hereinafter, the “**First Seller**”);
2. **Mr ­­­­\_\_\_\_\_\_\_** son of Mr Ratnakar Eknath Pandit, residing at H. No 62 BG, Scheme No. 74-C, Indore, Vijay Nagar, MP, (PAN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (hereinafter, the “**Second Seller**”); and
3. **Ms \_\_\_\_\_\_\_\_** daughter of Mr Ratnakar Eknath Pandit, residing at H. No 62 BG, Scheme No. 74-C, Indore, Vijay Nagar, MP 452010, (PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) (hereinafter, the “**Third Seller**”),

hereinafter referred to as the “**Sellers**”

**AND**

1. **Mr \_\_\_\_\_\_\_\_\_** (Aadhar no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) son of Mr \_\_\_\_\_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (PAN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_); and
2. **Mrs \_\_\_\_\_\_\_\_\_** (Aadhar no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) wife of Mr \_\_\_\_\_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (PAN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

hereinafter referred to as the “**Buyer(s)**”.

**The sellers and the buyers sign this agreement in sound mental and physical health, under free will and under no duress or threat.**

# Terms and terminology

1. “**Sellers**” in addition to the listed parties, shall be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees.
2. “**Buyer(s)**” in addition to the listed parties, shall be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees.
3. “**Parties**” shall mean the **Sellers** and the **Buyer(s)** collectively, and includes their heirs, executors, administrators, successors-in-interest and permitted assignees.
4. “**Agreement**” shall mean this entire agreement, wholly and severally.
5. “**IDA**” shall mean Indore Development Authority (Indore Vikas Pradhikaran).
6. **“Notice of No Objection”** shall mean a written notice by the Buyer(s), signed and executed on legal stamp paper, which:
   1. Releases the **Sellers** from this whole Agreement, and in particular the application of Clause 7.2**;**
   2. Acknowledges and accepts that the **Sellers** remain the sole and absolute freehold owners of the Property; AND
   3. Acknowledges and accepts that the **Sellers** are entitled to agree, let or dispose of the property in the Duration of Validity, and in perpetuity thereafter.

# The Property

1. The **Property** for sale in this agreement is land and the house on 62 B/G, Scheme Number 74C, Indore, Madhya Pradesh, 452010, hereinafter referred to as the “**Property**”. The **Sellers** are the absolute and lawful owners of the aforementioned property.
2. The **Property** includes a plot of land approximately 223 square metres in area (12.19 meters wide and 18.29 meters long/deep), abuilding, and all trees, flora and fauna within its bounds.
3. The **Property** does not include any furnishings, fixtures, or chattels, and, under this sale agreement, shall be sold vacant. Upon completion of the **Sale Deed** and only on receipt by the **Sellers** of the full **Sale Price**, vacant possession of the **Property** shall be given to the **Buyer** unless otherwise provided for in this Agreement.
4. The **Property** faces towards the West. The **Property** is bounded as follows:
   1. Towards the West : A road;
   2. Towards the East : House Number 75 B/G;
   3. Towards the North : House Number 61 B/G; and
   4. Towards the South : House Number 63 B/G.

# Background

1. In or around 1986, the late Mrs Sulbha Pandit, wife of the **First Seller** (Mr Ratnakar Pandit), and mother of the **Second Seller** (Sourabh Pandit) and the **Third Seller** (Ms. Ruchira Kale), then residing at 48, Roopram Nagar, Indore, MP, purchased the land of the **Property** only as Plot No 62 BG, Scheme No. 74-C, Vijay Nagar Indore, MP 452010 from Indore Development Authority (**IDA**) on a 30 years’ lease.
2. The late Mrs. Sulbha Pandit paid the yearly lease until 1996 when she was permanently exempted from paying yearly lease by IDA upon a lump sum payment of 10 (Ten) years’ lease.
3. That around 1988-89, the late Mrs. Sulbha Pandit built a house on the leasehold plot of land of the **Property**, with approximately 1700 square feet built-up area with RCC, brick, cement, column/beams construction.
4. In 2013, the late Mrs. Sulbha Pandit became the complete and absolute freehold owner and landowner of the **Property** as per the Registered Land Ownership Record document executed on 06/01/2013 from/by **IDA**.

# Right of the Sellers to sell/Declaration by Sellers

1. The late Mrs. Sulbha Pandit passed away on 11/09/2016 in the city of Indore, MP, India. She is survived by her husband Mr. Ratnakar Pandit (**First Seller**), her son Mr. Sourabh Pandit (**Second Seller**) and her daughter Ms. Ruchira Kale (**Third Seller**). She had no other children.
2. The **Sellers** are the sole natural and legal heirs of the late Mrs. Sulbha Pandit and as such inherited the property. On this basis, the **Sellers** have complete and absolute right to sell the property.
3. The **Sellers** are registered as the owners of the **Property** in the Indore Municipal Corporation.
4. The **Sellers** declare that there is no dispute or litigation in respect of any matter relating to the said property pending before any Honourable Court or Authority. The **Sellers** declare that their title, ownership, rights and interests in the **Property** are clear and marketable and that they have not sold or agreed to sell or received any advance or part consideration for or gifted or mortgaged or agreed to bear the charge on, or otherwise encumbered the said **Property** to or in favour of any other person. The **Sellers** are fully entitled to sell, transfer and assign the freehold rights in the **Property** and the **Property** is free from all claims or disputes, charges, encumbrances, lien, leases, claims, and demands.
5. The **Sellers** are in full compliance with the rules and regulations placed on the **Sellers**, as absolute and undisputed owners of the **Property**, by all relevant tax and regulatory authorities, including M.P. Land Revenue Code or M.P. Ceiling on Agriculture Holding Act & any other Law. There is no case or proceeding pending before any Court or Authority in relation to the **Property**. The said **Property** is not vested in any Government or Semi-Government Scheme. The said Land is not of Government, Govt. Leasehold, Religious/ Charitable Land.

# Buyers’ Right to conduct Due Diligence/Search of the Title

1. The **Buyers** shall be entitled, entirely at their own expense, to carry out due diligence or a search of the title of the **Property**, **Sellers’** title to the said **Property**. The **Buyer(s)** may, entirely at their own cost, after signing this contract, place a general notice in a newspaper of the sale of the **Property** on or before DATE 2, YEAR.
2. If the **Buyer(s)** is contacted by a third party challenging the **Seller’s** entitlement to deal with the **Property**, the **Buyer(s)** must notify the **Seller** in writing on or before DATE 3, YEAR**.**
3. If the **Sellers** receives a notice for a reasonable and legitimate claim in writing pursuant to **Clause 5.2**above from the **Buyer(s)** on or before DATE 3, YEAR, the **Sellers** shall, at their own reasonable cost, seek to resolve the claim on or before DATE 4, YEAR.
4. If the **Sellers** fail to resolve the reasonable and legitimate objection on or before DATE 4, YEAR, this Agreement may be terminated by the **Buyer(s)** by giving written notice, to be received by the **Sellers** on or before DATE 5, YEAR, and on compliance with clause 5.5 below.
5. On the **Sellers** receiving a notice from the **Buyer(s)** terminating the Agreement pursuant to Clause 5.4 above, the Agreement shall be undone.
   1. The **Buyer(s)** must provide to the **Sellers** a signed and executed **Notice of No Objection** within 7 days of serving the notice terminating the Agreement. In addition to the requirements in Clause 1.6 above, the **Notice of No Objection** must state that “Pursuant to termination under Clause5.4, and on full compliance with Clauses 5.5b and 5.5c, neither party shall have any outstanding rights or claims arising from this Agreement”.
   2. The **Sellers** are entitled to retain any sums paid by the **Buyer(s)** constituting the **Sale Price** unless and until the **Sellers** receive from the **Buyer(s)** a signed/executed **Notice of No Objection**. On receipt by the **Sellers** of the **Notice of No Objection** from the **Buyer(s)**, the **Sellers** must promptly repay to the **Buyer(s)** any sums paid that constitute the **Sale Price**. The **Buyer(s)** shall not be entitled to interest on any sums repaid to them.
   3. Only on full compliance by the **Parties** with Clauses 5.5b and 5.5c above, the Agreement shall stand terminated.
6. On the passing of DATE 5, YEAR, if no written notice pursuant to either Clauses 5.3 or 5.4 above is received by the **Sellers**, the **Buyer(s)** shall be deemed to have accepted the entitlement of the **Seller** to deal with the **Property** as is.

# Validity of agreement

1. This agreement shall be valid (“**Duration of Validity**”) until either the **Buyer(s)** has been registered as the new owner of the **Property** on full compliance with the terms and conditions of this agreement, on the execution of **Sale Deed**, or until the full payment is received by the **Sellers** or until DATE 6, YEAR whichever is later.
2. The **Duration of Validity** shall also expire on the termination of this Agreement pursuant to Clauses 5.4, 9.3, 9.4, and 9.5.

# Terms of sale

1. The **Buyer(s)** agrees to purchase the **Property** on payment of due consideration of the **Sale Price** in compliance with the terms set out in Clause 8 and on the terms and conditions contained within this whole agreement.
2. The **Sellers** may not agree, rent, sell, transfer or dispose of the property with any third person not a party to this Agreement in the **Duration of Validity**.

# Consideration and Payment Schedule

1. The **Buyer(s)** shall pay to the **Sellers** the total amount of Rs. 2,84,00,000 (Rs. Two Crores Eighty-Four Lakhs, रुपये दो करोड़ चौरासी लाख) (“**Sale Price**”).
2. The **Sale Price** is to be paid in three instalments:
   1. First Instalment: The **Earnest Money (**बयाना**)** amount is agreed as Rs 71,00,000.00 (Rs Seventy-One Lakhs, रुपये चौरासी लाख). On signing of this agreement, the **Buyer(s)** shall pay to the **Sellers** Rs. 84,00,000.00 (Rs Eighty-Four Lakhs, रुपये चौरासी लाख), to be received simultaneously with the execution of this agreement.
   2. The remaining amount Rs 2,13,00,000.00 (Rs Two Crores and Thirteen Lakhs, रुपये दो करोड़) shall be paid in two further instalments, as described below on the dates mentioned below:
      1. **Second Instalment** - To be received by the **Sellers** on or before DATE 7, YEAR, the **Buyer(s)** shall pay to the **Sellers** Rs. 56,80,000.00 (Rs. Fifty-Six Lakhs and Eighty Thousand, रुपये पच्चीस लाख).
      2. **Final Instalment** - To be received by the **Sellers** on or before DATE 6, YEAR, or simultaneously with the execution of the **Sale Deed**, whichever is earlier, the **Buyer(s)** shall pay to the **Sellers** Rs. 1,56,20,000.00 (Rs. One Crore Fifty-Six Lakhs and Twenty Thousand, रुपये एक करोड़ पचहत्तर लाख).
3. The Payment Schedule set out in Clause 8.2 above shall not be altered, other than by an express agreement in writing between the **Parties**. Any unilateral alteration of the payment schedule, and any delay in the payments of the **Earnest Money**, **Second Instalment**, or **Final Instalment**, shall mean that Clause 9.4 shall apply.
4. The methods of payment for the **Earnest Money**, **Second Instalment**, and **Final Instalment** shall be as follows:
   1. The payments of the **Earnest Money** and the **Second Instalment**, pursuant to Clauses 8.2a and 8.2b.i shall be made, in equal thirds, using RGTS (Real Time Gross Settlement) funds transfer system, to the **Sellers**’ Bank accounts as below
      1. [Name Seller1] A/c no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Bank Name(s) **IFSC Code** \_\_\_\_\_\_\_, **MICR Code** \_\_\_\_\_\_\_\_\_.
      2. [Name Seller 2]A/c no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Bank Name(s) **IFSC Code** \_\_\_\_\_\_\_, **MICR Code** \_\_\_\_\_\_\_\_\_.
      3. [Name Seller 3]A/c no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at Bank Name(s) **IFSC Code** \_\_\_\_\_\_\_, **MICR Code** \_\_\_\_\_\_\_\_\_.
   2. The **Final Instalment**, pursuant to Clause 8.2b.ii, shall be paid to the **Sellers** in equal thirds through bank demand drafts prepared by the bank (HDFC) in the **Sellers’** names, and in compliance with the procedure set out in Clause 10.2 below. The demand drafts in the **Sellers’** names shall be prepared by:

HDFC Ltd

BG-202, near V Care Hospital,

Vijay Nagar,

Scheme No 74C, Indore,

Madhya Pradesh

452010.

The bank shall hereinafter be referred to as “**HDFC**”.

# Breach of the Terms and Conditions

1. A breach of any of the terms and conditions contained in this Agreement shall constitute a breach of the Agreement, and, in particular, a failure by the **Buyer(s)** to pay according to the schedule in Clause 8 will amount to a breach of this agreement.
2. Time is of the essence.
3. **Consequences of breach by Sellers:**
   1. The **Buyers** shall be entitled to unilaterally terminate the validity of this Agreement by giving notice in writing to the **Sellers** (“**Termination Notice**”), such notice to be effective immediately on being received by the **Sellers**.
   2. On the **Buyers** sending the Termination Notice to the **Sellers**, the **Sellers** shall then be given 7 (seven) days to rectify the breach at the **Sellers'** reasonable expense.
   3. If the **Sellers** fail to rectify the breach, one, but not both, of the following shall apply:
      1. If the **Buyer(s)** fulfils all the conditions set forth in this agreement including the payment and payment schedule, and actions needed to complete the property transfer in their name, and if **Sellers** do not fulfil their obligation to transfer the property ownership and handover the possession of the property to the **Buyer(s)**, the **Buyer(s)** would have the right to sue the sellers for “Specific Performance of The Contract” and force **Sellers** to comply with the terms of this Agreement; OR
      2. Alternatively, if the **Buyers** have not paid the full **Sale Price** to the **Sellers** before the Termination Notice pursuant to Clause 9.3a is sent, the **Sellers** shall repay to the **Buyers** any sums paid as the **Earnest Money**, **Second Instalment**, and the **Final Instalment**, within 7 (seven) days of the **Sellers** receiving from the **Buyers** a signed/executed **Notice of No Objection**.
   4. The **Sellers** shall indemnify the **Buyer(s)** for any reasonable costs and expenses arising from the **Sellers’** of this Agreement.
4. **Consequences of breach by Buyer(s):**
   1. The **Sellers** shall be entitled to unilaterally terminate the validity of this Agreement by giving notice in writing to the **Buyer(s)** (“**Termination Notice**”), such notice to be effective immediately on being sent by the **Sellers**.
   2. On the **Sellers** sending the Termination Notice to the **Buyers**, the **Buyers** shall then be given 7 (seven) days to rectify the breach at the **Buyers’** expense. This clause shall not be applicable to any breach arising from non-payment of the **Final Instalment** by the **Buyers** or **HDFC**, or to the provision in Clause 10.2d.i.
   3. If on expiry of the 7 (seven) days, the breach has not been rectified by the **Buyers**, the following shall apply:
      1. The **First Instalment** (**Earnest Money/बयाना** as detailed in Clause 8.2a, totalling Rs 71,00,000.00 (Rs Seventy-One Lakhs) shall be non-refundable. The **Buyer(s)** accepts that this sum shall be retained by the **Sellers** in the event that the sale of the **Property** is not completed under this Agreement due to **Buyer(s)**’s breach of the agreement.
      2. The **Buyer(s)** shall give to the **Sellers**, within 7 (Seven) days of the date of the notice terminating the Agreement pursuant to Clause 9.4a, a signed/executed **Notice of No Objection**.
      3. The **Sellers** are entitled to retain any sums paid by the **Buyer(s)** as the **Second Instalment** or the **Final Instalment** unless and until the **Sellers** receive from the **Buyer(s)** a signed/executed **Notice of No Objection**. On receipt by the **Sellers** of the **Notice of No Objection** from the Buyer(s), the **Sellers** shall repay to the **Buyer(s)** any sums paid as the **Second Instalment** or the **Final Instalment** within 7 (seven) to 15 (fifteen) days. The **Buyer(s)** shall not be entitled to interest on any sums repaid to them.
      4. The **Buyer(s)** shall indemnify the **Sellers** for any and all costs and expenses arising from the **Buyers’** breach of this Agreement.
5. **Force Majeure/Consequence of breach by other factors**
   1. If the **Parties**, both individually or together, are unable to comply with any of the terms of this Agreement due to compliance becoming impossible by an unforeseeable Act Of God, Riot or Civil Commotion, or any other event or circumstances not in the knowledge and control of the **Parties**, the Agreement shall be undone as follows:
      1. Either **Party** may serve on the other **Party** a notice terminating the agreement as a result of force majeure.
      2. The **Buyer(s)** must provide to the **Sellers** a signed and executed **Notice of No Objection** within 7 days of the notice terminating the Agreement being sent by either party. The **Notice of No Objection** must state that “Pursuant to termination under, and on full compliance with, Clause 9.5, neither party shall have any outstanding rights or claims arising from this Agreement”.
      3. The **Sellers** are entitled to retain any sums paid by the **Buyer(s)** constituting the **Sale Price** unless and until the **Sellers** receive from the **Buyer(s)** a signed/executed **Notice of No Objection**. On receipt by the **Sellers** of the **Notice of No Objection** from the **Buyer(s)**, the **Sellers** must promptly repay to the **Buyer(s)** any sums paid that constitute the **Sale Price**. The **Buyer(s)** shall not be entitled to interest on any sums repaid to them.
      4. Only on full compliance by the **Parties** with Clauses 9.5a.ii and 9.5a.iii above, the Agreement shall stand terminated.

# Registration and Title Transfer.

1. The **Sale Deed** shall be executed in the full amount of the **Sale Price**, being Rs. 2,84,00,000 (Rs. Two Crores Eighty-Four Lakhs, रुपये दो करोड़ चौरासी लाख), and shall not be valid unless and until the full **Sale Price** is received by the **Sellers**. The **Sellers** shall not take more than 15 days to be available for the execution of the sale deed.
2. The procedure agreed by the Parties for the execution of the **Sale Deed**/registration/title transfer is as follows:
   1. On the date of the execution of the registration, both the Parties shall attend the Property Registrar’s Office together and at the same time to execute the **Sale Deed** registration/title transfer. Only the **Sellers** shall be entitled to take possession of the receipt as proof of the execution of the **Sale Deed**/registration/title transfer.
   2. The **Sellers** shall then present the receipt to the Property Registrar’s Office to collect the original executed **Sale Deed**/registration document. Only the **Sellers** shall be entitled to take possession of the original executed **Sale Deed**/registration document from the Property Registrar’s Office.
   3. The **Sellers** shall then present the original executed **Sale Deed**/registration document to **HDFC**, for which the **Buyers** shall also be in attendance if their presence is required, at the address stated in Clause 8.4b above. **HDFC** shall take possession of the original executed **Sale Deed**/registration document directly from the **Sellers**, and in exchange, the **Sellers** shall receive, directly from **HDFC**, three demand drafts, in total amounting to the **Final Instalment** as under Clause 8.2b.ii, in the name of the **First Seller**, **Second Seller**, and **Third Seller**. Only the **Sellers** shall be entitled to receive the demand drafts from **HDFC**.
   4. The **Sellers** shall then present the demand drafts in their names to their respective banks, as set out in Clause 8.4a. A grace period of [DAYS] shall be given for the demand drafts to clear and for the **Final Instalment** to be received in the respective bank accounts, as set out in Clause 8.4a, of the **Sellers**.
      1. On the passing of [DAYS], if the **Final Instalment,** or any part of the full **Sale Price**, has not been received in the respective bank accounts of the **Sellers**, as set out in Clause 8.4a, the **Sale Deed**/registration/title transfer shall be null and void. The consequences for breach by **Buyers** under Clause 9.4a and 9.4c shall also apply to this clause. Clause 9.4b shall not be applicable to this clause.
3. The **Buyer(s)** shall bear the full cost and expenses of the **Buyer(s)** being registered as the freehold owner of the **Property** with all relevant authorities, and in particular the execution of the **Sale Deed**, stamp duty, registration charges, legal costs, and any other incidental charges and expenses for the transfer of ownership, and execution and registration of the Sale Agreement for the sale of the **Property**, on full compliance with the terms and conditions of this Agreement and full payment of the **Sale Price**.
4. The **Buyer(s)** shall bear the full cost and expenses of the **Buyer(s)** being noted, registered, mutated, or otherwise recorded as the freehold landowner of the Property with the Revenue Department (Land Record - नजूल विभाग).
5. The **Buyer(s)** shall be responsible for initiating, arranging or otherwise managing the transfer of ownership of the **Property,** and for the **Buyer(s)** being noted, registered or otherwise recorded as the freehold owner of the **Property** with any and all relevant authorities.

# Responsibility for all utility bills and taxes relating to the property

1. The **Sale Price** is not inclusive of any tax or fees, and solely amounts to due consideration for the sale of the **Property**.
2. The **Sellers** shall clear all the outstanding dues such as taxes, maintenance, land revenue, electric bills and any other dues, levies cases, duties etc. payable to the Local Authority, Corporation, State or Central Government against the said **Property** up to the Date of **Sale Deed** execution.
3. Utilities and other monthly bills
   1. The **Sellers** shall be solely responsible and liable for any utility and other monthly bills calculated for the usage of utilities until DATE 6, YEAR,or until the **Buyer(s)** is registered as the owner of the **Property**, or the execution of **Sale Deed** whichever is earlier.
   2. The **Buyer(s)** shall be solely responsible and liable for any utility and other monthly bills calculated for usage of utilities after DATE 6, YEAR,or after the **Buyer(s)** is registered as the owner of the **Property,** or the execution of **Sale Deed**, whichever is earlier. The **Buyer(s)** must, simultaneously with the **Buyer(s)’** registration as the owner of the **Property**, transfer all utility supplies, taxes, and any other dues into the **Buyer(s)’** name.
   3. The **Sellers** have paid the utility bills and the property tax for the year 2023 in advance. The **Buyer(s)** would return to the **Sellers** the prorated amount for the balance for the same for the remaining part of the year beginning with the day the possession is transferred to the **Buyer(s).** The **Sellers** to provide receipts for paid amount to the **Buyers**.
4. Annual Taxes, Dues, and Bills Other Than Monthly Bills
   1. The **Buyer(s)** shall be solely liable for any and all annual taxes, dues, and bills other than monthly bills, including property tax, payable in relation to the **Property**, on or after 01 April 2024.
   2. If the **Sale Deed** is executed after 01 April 2024, for any such annual taxes and dues, and bills other than monthly bills, the **Sellers** shall pay **Buyer(s)** the pro-rated dues from 01 April 2024 until DATE 6, YEAR,or until the **Buyer(s)** is registered as the owner of the **Property,** or the execution of **Sale Deed**, whichever is earlier.
5. Any other dues, bills, taxes, etc
   1. After DATE 6, YEAR,or on being registered as the owners of the **Property,** or the execution of **Sale Deed**, whichever is earlier, the **Buyer(s)** shall be solely responsible and liable for any other dues, bills, taxes, etc in relation to the property.

# Entitlement to Possession

1. The **Buyer(s)** shall be entitled to peaceful vacant possession of the **Property** on full compliance with the terms and conditions of this Agreement within the **Duration of Validity** and on the **Buyer(s)** being registered as the owner of the **Property**.
2. In addition to full compliance with this Agreement, and in particular, the **Buyer(s)** shall not be entitled to peaceful vacant possession unless and until the following are met:
   1. The **Buyer(s)** has paid the full **Sale Price** to the **Sellers** and the **Sellers** have received the full **Sale Price** in accordance with the payment schedule in Clause 8 above; and
   2. The **Buyer(s)** is registered as the owner of the **Property**.

# Alteration

1. This Agreement may not be altered or varied, other than by an express agreement in writing between the **Parties** collectively.

# Finality and Binding on all parties, and their heirs, assignees, lessees, etc

1. The **Sellers** and the **Buyer(s)** expressly agree to all the terms and conditions contained in this Agreement. This Agreement and its terms and conditions shall be binding on the **Parties**, and their successors, heirs, executors, administrators, successors-in-interest and permitted assignees.

# Waiver

1. Any delay tolerated or indulgence shown by the **Sellers** in enforcing the terms of this Agreement or any forbearance or giving of time to the **Buyer(s)**, shall not be construed as a waiver on the **Sellers’** part, or any breach or non-compliance of any of the terms and conditions of this agreement; nor shall the same in any manner, prejudice the **Sellers’** rights.

# English and Hindi versions

1. This Agreement is in English, and if needed, shall be translated into Hindi. In the event of any inconsistencies between the English and the Hindi version, the English version shall be decisive.

# Jurisdiction

1. Any dispute arising from this Agreement shall be the exclusive jurisdiction of Courts at Indore (MP).

Indore, Dated ---------------------

**Signature of the Witness(es) Signature of the Sellers**

Name ---------------------------------- 1----------------------------

Father’s Name ---------------------------------- 2----------------------------

Address ------------------------------------------ 3----------------------------

Address Line 2----------------------------------

Address Line 3----------------------------------

**Signature of the Buyer(s)**

Name ---------------------------------- 1----------------------------

Father’s Name ---------------------------------- 2----------------------------

Address ------------------------------------------

Address Line 2----------------------------------

Address Line 3----------------------------------