

**SALE & PURCHASE AGREEMENT**

This Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

**BETWEEN**

\_\_\_\_\_, (name of the first person of  
first party), Age about \_\_\_\_ years, Occupation \_\_\_\_\_, and  
\_\_\_\_\_, (name of the second person of first party)  
Age about \_\_\_\_ years, Occupation \_\_\_\_\_, both residing at  
\_\_\_\_\_. (Hereinafter referred to as the "VENDORS" which  
expression shall, unless repugnant to the context or meaning thereof, be  
deemed to mean and include their heirs, executors, administrators and  
assigns) **OF THE FIRST PART.**

**AND**

\_\_\_\_\_, a Company registered under  
the Companies Act, 1956, having its Registered Office at  
\_\_\_\_\_ and Branch Office at  
\_\_\_\_\_ through its  
representative Mr. \_\_\_\_\_, Age about \_\_\_\_\_, Occupation  
\_\_\_\_\_, residing at \_\_\_\_\_ duly authorized by  
resolution dated \_\_\_\_\_. (Hereinafter referred to as the  
"PURCHASER" which expression shall, unless repugnant to the context  
or meaning thereof, be deemed to mean and include the company, its  
executors, administrators and assigns) **OF THE SECOND PART.**

**WHEREAS** by an Agreement of Sale executed at \_\_\_\_\_ on the \_\_\_\_\_, (date, year) Mr. \_\_\_\_\_ (name of the first person of the first party) and \_\_\_\_\_ (name of the representative of the company) had agreed to purchase from \_\_\_\_\_ Pvt. Ltd., \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' to be constructed on property situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_ and \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation;

**AND WHEREAS** \_\_\_\_\_ Pvt. Ltd. completed the construction of the building and put \_\_\_\_\_ (name of first person of first party) and \_\_\_\_\_ (representative of the company) in possession of the said \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_ and \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation;

**AND WHEREAS** pursuant to the said Agreement of Sale dated \_\_\_\_\_ (date and year) by and between the said \_\_\_\_\_ Pvt. Ltd. of the One Part and \_\_\_\_\_ (name of the first person of first party) and \_\_\_\_\_ (name of the representative of the company) of the Other Part, the said

\_\_\_\_\_ Pvt. Ltd. formed a Co-operative Society of all the Purchaser of the flats in the project known as “\_\_\_\_\_” situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_ and \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation, and which Co-operative Society was registered under the provisions of the \_\_\_\_\_ Co-operative Societies Act, \_\_\_\_\_, ( year) at Registration No. \_\_\_\_\_, dated \_\_\_\_\_, under the name and style of ‘\_\_\_\_\_ Premises Co-operative Housing Society Ltd’;

**AND WHEREAS** Mr. \_\_\_\_\_ (**name of the first person of the first party**) And Mr. \_\_\_\_\_ ( name of the representative of the company) were granted membership rights in the said \_\_\_\_\_ - Premises Co-operative Housing Society Ltd. holding \_\_\_\_\_ fully paid up shares of value Rs. \_\_\_\_\_ (amount in words) each, bearing Nos. \_\_\_\_\_ [both inclusive] under Share Certificate No. \_\_\_\_\_ of the said Society;

**AND WHEREAS** by Deed of Lease dated \_\_\_\_\_ the said Mr. \_\_\_\_\_ (name of the first person of the first party) And Mr. \_\_\_\_\_ ( name of the representative of the company) on lease, to the Vendors herein, the said \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the Second Floor in Building known as ‘\_\_\_\_\_’ situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as

\_\_\_\_\_ and \_\_\_\_\_, within the limits of \_\_\_\_\_  
Municipal Corporation;

**AND WHEREAS** by an Agreement of Sale executed at \_\_\_\_\_ on  
the \_\_\_\_\_ (date, year) Mr. \_\_\_\_\_ (name  
of the representative of the company) to sell to Mr. \_\_\_\_\_  
(name of the second person of the first party) , his undivided share in the  
membership in the \_\_\_\_\_ Co-operative Housing  
Society Ltd. and in the Share Nos. \_\_\_\_\_ under Share  
Certificate No. \_\_\_\_\_ of the said Society and his \_\_\_\_\_ undivided  
share of his right, title and interest in the said \_\_\_\_\_  
admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square  
meters on the \_\_\_\_\_ in Building known as  
' \_\_\_\_\_ ' situate within the C.T.S Area of the  
\_\_\_\_\_ City in the Haveli Sub District and bearing No.  
\_\_\_\_\_ which is shown in the City Survey Record as  
\_\_\_\_\_ and \_\_\_\_\_, within the limits of  
\_\_\_\_\_ Municipal Corporation;

**AND WHEREAS** pursuant to the said Agreement dated  
\_\_\_\_\_ (date, month, year) the said Mr.  
\_\_\_\_\_ (name of the second person of the first party) was  
admitted to the membership of the said \_\_\_\_\_ Co-operative  
Housing Society Ltd. jointly with Mr. \_\_\_\_\_ ( name of  
the first person of the first party) and the name of Mr. \_\_\_\_\_  
(name of the second person of the first party) was substituted in place of  
Mr. \_\_\_\_\_ (name of the representative of the  
company) in Share Certificate No. )\_\_\_\_\_of the said Society;

**AND WHEREAS** by Deed of Lease dated \_\_\_\_\_ (date, month, and year) Mr. \_\_\_\_\_ (name of the first person of the first party) and Mr. \_\_\_\_\_ (name of the second person of the first party) granted to the Vendors herein, on lease for a period of \_\_\_ years, the said \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_ and \_\_\_\_\_, within the limits of Pune Municipal Corporation;

**AND WHEREAS** by Deed of Lease dated \_\_\_\_\_ (date, month, year), the said Mr. \_\_\_\_\_ ( name of the first person of the first party) and Mr. \_\_\_\_\_ (name of the second person of the first party) extended the lease earlier granted for a further period of \_\_\_ years in respect of the said \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the Second Floor in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_ and \_\_\_\_\_, within the limits of Pune Municipal Corporation;

**AND WHEREAS** the said Lease was mutually extended for a further period of \_\_\_\_\_ years in respect of the said \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate

within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_ and \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation;

**AND WHEREAS** the Vendors herein filed Civil Suit No. \_\_\_\_\_ before the Small Cause Court, \_\_\_\_\_ ( name of the city) against the Purchaser herein, for possession of the said Office \_\_\_\_\_ and for increased rent and other ancillary relief;

**AND WHEREAS** by Judgment and Decree dated \_\_\_\_\_ (date, month, year) passed by the Small Cause Court, \_\_\_\_\_ in Civil Suit No. \_\_\_\_\_, the said suit was decreed with proportionate costs and the Purchaser herein was directed to hand over possession of Office No. \_\_\_\_\_, \_\_\_\_\_ to the Vendors herein and to pay Rs. \_\_\_\_\_/- (amount in words) together with the interest @ \_\_\_\_\_% P.A. on the decreed amount from the date of suit till realization;

**AND WHEREAS** the Purchaser herein filed Civil Appeal No. \_\_\_\_\_ before the District Court, \_\_\_\_\_ against the Judgment and Decree passed by the Small Cause Court, \_\_\_\_\_ in Civil Suit No. \_\_\_\_\_, wherein the Hon'ble District Court has stayed the operation and execution of the decree passed by the Small Cause Court, \_\_\_\_\_ in Civil Suit No. \_\_\_\_\_;

**AND WHEREAS** during the pendency of the Appeal No. \_\_\_\_\_, the Purchaser approached the Vendors and requested them to sell to the Purchasers all the right, title and interest of

the Vendors in and upon the said Shares bearing Nos. \_\_\_\_\_ under Share Certificate No. \_\_\_\_\_ of the \_\_\_\_\_ Co-operative Housing Society Ltd. and the membership in the said Society, together with the right of the Vendors to the use of the said Office No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ and \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_ and \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation, at or for a consideration of Rs. \_\_\_\_\_/- (amount in words), against the handing over of the possession of the above said property and payment of the decreed amount, difference in alleged increase in rent and decreed costs, to which the Vendors consented.

**AND WHEREAS** the Parties hereto wish to record, by virtue of this Agreement to Sell, the terms and conditions upon which the Vendor s intends to sell and the Purchaser intends to buy all the rights, title and interest in and upon the said Shares bearing Nos. \_\_\_\_\_ under Share Certificate No. \_\_\_\_\_ of the \_\_\_\_\_ Co-operative Housing Society Ltd., together with the right of Vendors in and upon the said Office No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_ and \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation, and which property is more fully and particularly

described in the Schedule I hereunder written, and together with the membership right of the Vendors in the said Society inclusive of right of use of the said of Office No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_, within the limits of \_\_\_\_\_Municipal Corporation, and together with all appurtenant rights, easement, and intent without any claim or demand whatsoever

NOW, THEREFORE, THIS AGREEMENT TO SELL WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

I SUBJECT MATTER OF THE AGREEMENT TO SELL AND PAYMENT CONSIDERATION

1. The Vendors hereby agree to sell all their rights, title and interest in and upon the said Shares bearing Nos. \_\_\_\_\_ under Share Certificate No. \_\_\_\_\_ of the \_\_\_\_\_ Co-operative Housing Society Ltd., together with the right of Vendors in and upon the said Office No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation, and which property is more fully and particularly described in the Schedule I hereunder written, and together with the membership right of the Vendors in the said Society inclusive of right of use of the said of Office No. \_\_\_\_\_



admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation, and together with all appurtenant rights, easement, and intent without any claim or demand whatsoever (hereinafter collectively referred to as 'rights in the said Property'), unto the Purchasers and the Purchasers hereby agrees to purchase, at or for a total consideration of Rs. \_\_\_\_\_/- (amount in words) to be paid to the Vendors by the Purchaser in the manner written hereunder;

a. Rs. \_\_\_\_\_/- (amount in words) out of the total consideration of Rs. \_\_\_\_\_/- (amount in words) by cheque no. \_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_ in favor of \_\_\_\_\_ on execution of this Agreement to Sell;

b. Balance consideration of Rs. \_\_\_\_\_/- (amount in words) will be paid by the Purchaser to the Vendors on execution of the Transfer Deed, to be executed as per the terms mentioned in this Agreement to Sell.

## II TERMS AND CONDITIONS

1. The Vendors consent to Purchaser to carrying out investigation of the title in respect of the said Office No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of

the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation and issuing Public.

2. The Vendors hereby agree to execute a Transfer Deed in favour of the Purchaser within \_\_\_ days of the publishing of the said Public Notice to grant and convey all rights in the said property as mentioned herein above in the Clause I (1) of this Agreement to Sell, to the Purchaser in perpetuity and forever.
3. The Parties hereto agree that upon execution of the Transfer Deed and receipt of consideration by Vendors all rights of the Vendors or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them, under the Decree dated \_\_\_\_\_ (date, month, year) passed by the Small Cause Court, \_\_\_\_\_ in Civil Suit No. \_\_\_\_\_ are extinguished including the right of the Vendors or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them to execute the said Decree passed in Civil Suit No. \_\_\_\_\_.
4. Vendors shall hand over the physical, vacant and peaceful possession of the said Office No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey

Record as \_\_\_\_\_, within the limits of \_\_\_\_\_  
Municipal Corporation to the Purchasers on execution of the Transfer  
Deed.

5. The Vendors have represented to the Purchasers that the Agreement of Sale dated \_\_\_\_\_ (date, month, and year) by which Mr. \_\_\_\_\_ (representative of the company) agreed to transfer his undivided share in the membership in the \_\_\_\_\_ Co-operative Housing Society Ltd. and in the Share Nos. \_\_\_\_\_ under Share Certificate No. \_\_\_\_\_ of the said Society and his \_\_\_\_\_ undivided share of his right, title and interest in the said Office No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation, is not duly stamped as per the provisions of the \_\_\_\_\_ Stamp Act, 1958, nor is the said Agreement registered as per the provisions of the Registration Act, 1908. The Vendors have assured the Purchaser that they shall be liable for payment of the deficit Stamp duty together with penalty, fines etc. that may be levied for non-payment of the said Stamp duty.
6. The Vendors hereby indemnify and hold harmless Purchaser forever from any and all fines, damages, losses, costs and expense's (including legal fees, expenses and costs on a full indemnity basis) incurred by Purchaser on account of non-payment of Stamp duty on the said Agreement of Sale dated \_\_\_\_\_ (date, month, year).

### III REPRESENTATIONS, WARRANTIES AND ASSURANCES

A. The Vendors represent to the Purchaser as under:

1. The Vendors have full power and authority to enter into this Agreement to Sell and to take any action and execute any documents required by the terms hereof, and that this Agreement to Sell has been duly and validly executed and delivered by the Vendors, and, assuming due execution and delivery by the Purchasers, is a legal, valid, and binding obligation of the Vendors, enforceable in accordance with the terms hereof; and that the Vendors or any other person on their behalf including, other members of their family shall have no rights, claims or interests of whatsoever nature or extent in the said Office No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation (hereinafter referred to as the 'said Premises'). The Vendors have duly paid all the taxes, charges, duties, cesses, fines, penalties, and other outgoings payable till date to the government and/or any other authorities and municipalities in respect of the said Premises and that at present there are no arrears of such rates, taxes, revenues outstanding and if any remaining.
2. The Vendors have assured that the rights in the said Property to be sold by the Vendors and to be purchased by the Purchaser are free and

marketable and the Vendors have full and absolute authority to sell the same to the Purchaser.

3. No attachments or warrants have been served on the Vendors in respect of Sales Tax, Income Tax, and Government Revenues and any other taxes or charges in respect of the said Premises.
4. All constructions in the said building ' \_\_\_\_\_ ' including the said Premises have been constructed after obtaining all the requisite approvals and permissions as well as after securing all necessary compliances under any and all applicable laws and rules.
5. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of the Vendors and which have not been disclosed herein having a direct impact on the transactions contemplated hereunder.
6. The Vendors are the owners/occupiers and are in possession of the said Premises and have not hereinbefore entered into and/or shall not hereafter enter into any agreement or arrangement to sell, transfer, assign, create a lien on or otherwise dispose of the said Premises constructed thereon to any third party.
7. The Vendors or their agents or any other person has not done any act of omission or commission whereby the rights and interests of the Purchasers with respect to the Premises constructed thereon and any other accrued rights etc. including the right to transfer the same, to be created upon execution of this Agreement to Sell, may be rendered illegal and/or unauthorized for any reason or on any account.
8. The said Premises are free from encumbrances of any nature.
9. The said Premises are not the subject matter of any pending suits or proceedings before any courts, except as set out in this Agreement to Sell.

10. The Vendors are not prevented or precluded by any law, rule or regulation from selling all the said rights in the said Property unto the Purchasers.
11. The vendors undertake to hand over all the title documents concerning the said Premises to the Purchasers on execution of this Agreement to Sell.
12. The Vendors hereby declare that in terms of lease the Purchaser has paid all payments and outgoing charges towards, maintenance charges, local taxes or such other levies by the concerned local authority etc. in respect of the said Premises till date.
13. Each representation and warranty given by the Vendors is to be construed independently of the others and is not limited by reference to any other warranty.

B. The Purchasers represents to the Vendors as under:

1. The Purchasers shall sign and execute any deed or writing as well as all other papers and documents as may be required by the Vendors for transferring the said property in the name of the Purchasers in pursuance of this Agreement to Sell.
2. Each representation and warranty given by the Purchaser is to be construed independently of the others and is not limited by reference to any other warranty.

#### IV JURISDICTION

This Agreement shall be deemed to have been made in \_\_\_\_\_, (name) India, notwithstanding its place of signature and shall be governed by Indian law applicable therein with respect to the construction, validity and performance of this Agreement in all respects. The Parties hereby record their consent to the exclusive jurisdiction to the courts in \_\_\_\_\_, (city, state) India.

## V GENERAL CLAUSES

1. This Agreement to sell is explicitly made subject to the applicable law or regulation. To the extent that there is a conflict between any such applicable law or regulation and this Agreement to Sell, the terms of such applicable law or regulation shall prevail.
2. This Agreement to Sell constitutes the entire and only Agreement between the Parties hereto concerning the subject matter hereof and all other prior negotiations, representations, agreements, and understandings are superseded hereby.
3. **Variation:** No variation of this Agreement to sell shall be effective unless reduced to writing and signed by or on behalf of a duly authorized representative of each of the Parties to this Agreement.
4. The headings to the sections of this Agreement to sell are used for convenience only and shall have no substantive meaning.
5. The property is believed to be correctly described as to quantity and otherwise but if any error, misstatement or omission shall be discovered in the description of the property contained in Schedule \_\_\_\_ or in any Plan annexed hereto the said error, misstatement or omission shall not annul the same.
6. The expenses by way of stamp duty and registration charges payable on this Agreement to Sell and any other document if

executed pursuant to this Agreement and the registration charges in respect thereof will be paid by the Purchaser. Each Party will bear and pay his advocates fees and other expenses incurred by him.

**SCHEDULE I**

Share Nos. \_\_\_\_\_ [both inclusive] under Share Certificate No. \_\_\_\_ of the \_\_\_\_\_ Premises Co-operative Housing Society Ltd., together with all rights of membership in the \_\_\_\_\_ Co-operative Housing Society Ltd., inclusive of use of office No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet equivalent to \_\_\_\_\_ square meters on the \_\_\_\_\_ in Building known as ' \_\_\_\_\_ ' situate within the C.T.S Area of the \_\_\_\_\_ City in the Haveli Sub District and bearing No. \_\_\_\_\_ which is shown in the City Survey Record as \_\_\_\_\_, within the limits of \_\_\_\_\_ Municipal Corporation.

**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands on the date and year first mentioned hereinabove.

Signed, sealed and delivered by \_\_\_\_\_ ]  
\_\_\_\_\_ ]  
Mr. \_\_\_\_\_ ( name of \_\_\_\_\_ ]  
the first person of first party) \_\_\_\_\_ ] **PARTY OF THE**  
Mr. \_\_\_\_\_ ( name of \_\_\_\_\_ ] **FIRST PART**



the second person of first party) ]

Signed, sealed and delivered by ]

\_\_\_\_\_ (name of ]

the company) , through its representative ]

Mr. \_\_\_\_\_ duly authorized by ]

Resolution dated \_\_\_\_\_

**PARTY OF THE  
SECOND PART**

IN THE PRESENCE OF

1. \_\_\_\_\_ ]

\_\_\_\_\_ ]

\_\_\_\_\_ ]

2. \_\_\_\_\_ ]

\_\_\_\_\_ ]

\_\_\_\_\_ ]

\_\_\_\_\_ ]

\_\_\_\_\_ ]

\_\_\_\_\_ ]

\_\_\_\_\_ ]

**WITNESSES**