

AGREEMENT FOR SALE OF FUTURE GOODS

THIS AGREEMENT is made at ... the day of ... between Mr. A carrying on business at ... hereinafter referred to as 'the Seller' of the One Part and Mr. B. carrying on business at ... hereinafter referred to as 'the Buyer of the Other Part;

1. The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller the items of machinery mentioned in the Schedule hereunder.
2. The Seller agrees to fabricate the said machines as per the sample shown and specification given to the Buyer and approved by him and which sample is kept apart by the Seller for Identification.
3. The machines will be fabricated and supplied to the Buyer within a period of ... months from the date hereof, time being essence of the contract.
4. The delivery of the machines will be given by the Seller at the factory site of the Seller at ... against payment of the price as hereinafter mentioned. The Buyer will not be bound to take piecemeal delivery of any one or more machines and the delivery must be of all the machines agreed to be sold.
5. The price of each Item of the machines will be Rs... out of which the Buyer had paid to the Seller a sum of Rs... as advance by way of earnest (receipt whereof the Seller admits) and the balance will be paid in cash or by a Bank draft by the Buyer to the Seller as aforesaid.
6. Before taking delivery the Buyer will be entitled to examine the machines to verify whether they are as per the said sample and of the quality and specifications mentioned in the said Schedule. If they are not as per sample and quality and specifications the Buyer will be entitled to refuse to take delivery or if delivery is taken. to return the same to the Seller and in

the latter case the Seller will refund the amount of price paid to him by the Buyer forthwith.

7. It will be the responsibility of the Buyer to remove the said machines from the factory site at his own costs after they are offered for delivery. If the Buyer fails to take delivery and to remove them as aforesaid, within two weeks from the receipt of the notice from the Seller that the machines are ready for delivery, the seller will be entitled to sell the same by auction at the highest price available and in that case the Buyer will be liable to pay the difference between the agreed price and the net sale price, as damages.
8. If the Seller fails to give delivery within the said period of two months, the Buyer will be entitled to cancel this contract and the Seller will refund the said advance paid to him forthwith and 'Will also be liable to pay damages being the difference between the agreed price and the market price prevailing at the date of cancellation of the agreement. If the market price is, not available then Seller will pay to the Buyer a sum of Rs... a liquidated damages.
9. If the Buyer, after taking delivery of the machines and putting them To use finds that the machines or any one or more of them is or are defective, the Buyer will be entitled to return the same and on the Buyer intimating to the Seller accordingly it will be-the responsibility of the Seller to take back the delivery of such defective machine or machines and refund the price thereof to the Buyer. If the Seller fails to do so within two weeks from receipt of such Intimation, the Buyer will be entitled to sell such defective machine or machines for whatever price available or to redeliver them to the Seller. In the former case the seller will be liable to pay the difference between the agreed price and the net sale price as damages. In the latter

case, the Buyer will be liable to refund the agreed price plus the transport charges incurred by the Buyer.

10. Any dispute regarding this agreement including the dispute as to the quality of the machines or any claim made by one against the other will be referred to arbitration of one arbitrator if agreed upon or to two arbitrators one to be appointed by each party and the arbitration will be- governed by the Arbitration & Conciliation Act, 1996.

Sd /- Seller.

Sd/- Buyer