**AGREEMENT FOR SALE OF LAND**

This **Sale of Land** Agreement (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (hereinafter referred to as "Seller ") of the ONE PART;

**AND:** \_\_\_\_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_ [[Authorised signatory: Name of the Person]], (hereinafter referred to as “the Buyer") of the OTHER PART.

**PREAMBLE**

**WHEREAS**, The Seller is the Owner of and in possession of the Property situated at \_\_\_\_\_\_\_\_\_\_ [[Address]], Distt. \_\_\_\_\_\_\_\_\_\_ [[Name]] with a total area admeasuring of \_\_\_\_\_\_\_\_\_\_[[Total Area]] Acres (here-in-after referred to as ‘Property’ and more fully described in the schedule mentioned at the bottom of this agreement).

**WHEREAS**, The Buyer has expressed its desire to purchase the above Property at the rate of \_\_\_\_\_\_\_\_\_\_[[Amount]] per acre and the Seller has agreed to the sell the Property to the Buyer at the price offered by the Buyer.

**WHEREAS**, In the aforesaid premises, the parties have agreed to record the terms and conditions in this Agreement.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

In this Agreement, except where the context or subject matter is inconsistent therewith, the following terms shall have the following meanings:

* 1. “Agreement” shall mean this document and the annexed schedules which are incorporated herein together with any future written and executed amendments.
1. DUTIES AND OBLIGATIONS OF THE SELLER
	1. The Sellers hereby represent, covenant, warrant, undertake and declare that:
		1. Its title to the said Property is free, clear and marketable
		2. it is in physical possession of the said Property
		3. that the said Property or any part thereof is not subject matter of any litigation or proceeding and the same is not attached or sold or sought to be sold in whole or in portion in any court or other Civil or Revenue or other proceeding and not subject to any attachment by the process of the Courts or in possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof or there is no any notice of acquisition or requisition in respect of the said Property.
		4. the Sellers represent and assure that there are no subsisting agreement or arrangement to sell or otherwise for the said Property or any part thereof with anyone else and they have not executed any Power of Attorney in favour of any third party to deal with the said Property or any part thereof.
		5. The Sellers undertake and declare that they shall not enter into negotiations, commit, transfer, charge, mortgage, alienate or transfer possession of the Property to any third parties during the subsistence of this Agreement to sell.
		6. there are no pending liabilities, liens, charges or encumbrances with regard
		7. to the said Property including any government dues, which would affect the title of the Sellers for the said Property and that the Sellers have paid all the taxes, cess, dues etc. to various authorities concerned till the date of execution of this Agreement to Sell and shall continue to pay till the date of registration of the sale deed.
	2. The Sellers have paid all the rates, charges and taxes as also all the rentals, gram panchayat taxes, recurring charges as well as outgoings, electricity bills for the said Property up to date.
	3. The Seller is in the possession of and is not prohibited from handing over quite, vacant and peaceful possession of the said Property to the Buyer as contemplated herein.
	4. The Seller has purchased the said Property after taking requisite permission from all concerned authorities if any required and till date they have not received any adverse notice from any of the authority in respect of the said property.
	5. The Seller and the buyer have good right, full power and absolute authority to enter into this Agreement to sell.
	6. The transaction contemplated herein for sale of the Property from the Seller to the Buyer shall pertain to the entire Property and nothing herein shall obligate the Buyer to purchase the Property from the Seller in parts.
	7. There is no order of attachment by Income Tax Authorities and/or by any other authorities under the law for the time being in force or any notice issued or likely to be issued under section 281 of the Income Tax Act, 1961 and no approvals under section 281 of the Income Tax Act, 1961 is required by the Seller;
	8. The Sellers agrees to pay all the outgoings, cesses, rates, taxes and other charges payable for the said Property upto the date of execution of this Agreement to sell and from the date of execution of this Agreement to sell onwards the same shall be borne and paid by the Buyers alone.
2. DUTIES AND OBLIGATIONS OF THE BUYER
	1. In the event of the sale not being completed, either due to the failure of the Seller in establishing its title or due to the failure of the Seller to comply with their obligations above, the Buyers shall have the right to:

(i) Cancel this Agreement to sell.

(ii) Each party shall bear its own costs.

(iii) No party shall be liable to the other for consequential damages arising out of termination of the contract.

* 1. If, after sale, any loss is caused due to defect entitle of the Seller, the Buyer is entitled to recover the same from the Seller.
	2. All expenses of and incidental to this Agreement to sell and the Conveyance’s

and all other assurances and writings including stamp duty and registration fees shall be borne and paid by the Buyers alone.

1. MANDATORY OBLIGATIONS OF THE PARTIES.
	1. No provision of this Agreement to sell shall be deemed to constitute a partnership or joint venture between the Parties
	2. No provision of this Agreement to sell shall constitute either Party as the legal Representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party except as may be required for the purpose of execution of this agreement.
	3. Neither this Agreement to sell nor the rights or obligations hereunder shall be assigned or delegated, in whole or in part to any other third party or entity without
	4. the prior written consent thereto of the other Party. However, the Buyers shall at its discretion be entitled to call upon the Seller to execute the sale deed in respect of the said property in favour of any of its affiliates or nominees. However, the parties affirm that the mutual rights and obligation under this agreement shall at all times remain that of the parties to this agreement.
	5. The failure of any Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement to sell shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement to sell or the rights and obligations of the Parties hereto. The Parties acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by any Party hereto.
	6. This Agreement to sell may be executed in two counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
	7. It is agreed by the Seller and the Buyer that the Buyer shall get this Agreement registered with the Competent Authority as required under the Act, if required by law. The Buyer shall also bear all the cost of the Stamp Duty, Registration fee, Advocates fees and all miscellaneous expenses that may be incurred for such purposes.
2. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to that:

* 1. Each party has all required capacity and corporate authorization to enter into this Agreement and be bound by the obligations provided hereunder;

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at \_\_\_\_\_\_\_\_\_\_ [[Place of Execution]] on the date indicated above.

**THE SCHEDULE ABOVE REFERRED TO**

By First Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_

By Second Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_