

**Industries Department, Haryana**  
**Template regarding Commercial Contracts**

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*\*Disclaimer - This legal form and document is for reference only. Any document that you enter into, should be in consultation with an Advocate or a Solicitor. The Government will not be responsible for any claim arising out of the use of the following document.*

**(11) General Agreement for Sale of Land**

**THIS** Agreement is made on this \_\_\_\_ day of \_\_\_\_ (Name of the Seller), a Company and having its Registered office at (address of registered office of the seller) [PAN \_\_\_\_\_], (hereinafter referred to as "Seller ") ONE PART.

AND

(Name & address of the Buyer) [PAN \_\_\_\_\_] having its registered office at, (address of registered office of the buyer) a Company hereinafter referred to as "the Buyer" of the OTHER PART.

**WHEREAS:**

A. The Seller is the Owner of and in possession of the Property situated at Plot no \_\_\_\_\_, Distt \_\_\_\_\_ with a total area admeasuring of \_\_\_\_ Acres (here-in-after referred to as 'Property' and more fully described in the schedule mentioned at the bottom of this agreement).

B. The Property was purchased by the Seller under the \_\_\_\_\_ scheme of \_\_\_\_\_, as is stated in the Conveyance Deed dated \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Conveyance Deed"), registered on \_\_\_\_\_ at \_\_\_\_\_

C. The Buyer has expressed its desire to purchase the above Property at the rate of Rs \_\_\_\_\_ per acre (Rupees \_\_\_\_\_ only) and the Seller has agreed to the sell the Property to the Buyer at the price offered by the Buyer.

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the Seller has agreed to Sell and the Buyer has agreed to purchase "Property" situated at \_\_\_\_\_, Distt \_\_\_\_\_ for a total consideration of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. A sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) representing 10

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% of the sale consideration shall be paid as advance at the time of execution of this agreement to sell vide cheque no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ payable at \_\_\_\_\_.

3. A sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) representing the balance sale consideration, shall be paid by way of demand draft the time of registration of the Sale deed in the Office of Registrar.

4. The Sellers hereby represent, covenant, warrant, undertake and declare that :

i) Its title to the said Property is free, clear and marketable

ii) it is in physical possession of the said Property

iii) 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.

iv) 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.

v) 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.

vi) there are no pending liabilities, liens, charges or encumbrances with regard 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.

vii) 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 upto date.

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viii) 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.

ix) 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.

x) The Seller and the buyer have good right, full power and absolute authority to enter into this Agreement to sell.

xi) 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.

xii) 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;

5 The Seller shall obtain the NOC from requisite authorities for sale and transfer of the said Property in favour of the Buyer. This clause shall form the essence of this agreement.

6 Consequent to the seller obtaining the NOC from the requisite authorities for sale and transfer of the said Property in favour of the Buyer, in case the buyer refuses to get the sale deed registered the buyer shall be liable to pay liquidated damages of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to the seller.

7 The Seller assures its title to the Property and hereby states that the all relevant government records reflect its title to the property. The Buyers shall at its own cost be entitled to investigate title of the Seller in respect of the said property. The Buyers will make a title search in the Government records to verify the title of the Sellers in respect of the said Property. The Seller shall provide full co-operation and assistance to the Buyer and, or its advisors/agents/representatives to carry out such investigation/title search. The Seller shall provide all information and documents as are available with him and requested by the Buyer or its advisors/ agents/representatives.

8 The transaction shall be completed by \_\_\_\_\_.

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9 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 under Clause 5 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.

10 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.

11 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.

12 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.

13 No provision of this Agreement to sell shall be deemed to constitute a partnership or joint venture between the Parties.

14 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.

15 The validity, construction and performance of this Agreement to sell shall be governed and interpreted in accordance with the laws of India.

16 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 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

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parties affirm that the mutual rights and obligation under this agreement shall at all times remain that of the parties to this agreement.

17 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.

18 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.

19 Each Party to this Agreement to sell represents that it possesses full power and authority to enter into this Agreement to sell and to perform its obligations hereunder and that the legal representative of each Party is fully authorised to sign this Agreement to sell.

20 If any question of difference or claim or dispute arises between the parties hereto touching these presents or the construction thereof as to the rights, duties or obligations of the parties hereto or as to any matter arising out of or connected with the subject matter of these presents, the same shall be referred to the arbitration to be held \_\_\_\_\_(Haryana). The reference shall be to a single arbitrator to be mutually appointed, or in case of disagreement as to the appointment of a sole Arbitrator, by 3 Arbitrators of which each party shall appoint one Arbitrator and the two appointed Arbitrators shall jointly appoint the third Arbitrator. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any law relating to arbitration in force at the time of such reference.

21 Upon execution of this agreement to sell the buyer will have no option to terminate this agreement except upon on the failure of the seller to obtain NOC to sell from the requisite authorities or its solicitors informing the buyer of any material defect in the title of the land.

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22 The signatories to the agreement have been duly authorised by their respective board of directors to sign and execute this agreement.

23 Any notice required or permitted by this Agreement to be given by Seller to the Buyer, shall be in writing and shall be addressed to \_\_\_\_\_, \_\_\_\_\_ or at such address the Buyer may, from time to time, designate to the Seller in writing. Any notice, required or permitted by this Agreement, to be given by the Buyer to Seller shall be in writing and shall be addressed to \_\_\_\_\_, \_\_\_\_\_ or at such other address as may from time to time, be designated to the Buyer in writing by Seller.

All notices required and permitted under the provisions of this Agreement or by law to be served upon or to be given to a Party by any other Party shall be in English language and shall be deemed duly served or given:-

- (i) on the date of service, if served personally or sent by facsimile transmission with appropriate confirmation of or receipt; or
- (ii) on the 2nd day after service, if sent by an reputed courier to the address given above or such other address as may be notified by the parties hereto.

24 No amendment, deletion, addition or other changes in any provision of this agreement or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the parties to be bound thereby. No waiver of any right or remedy on one occasion will be deemed to be waiver of such right or remedy on other occasion.

25 This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.

26 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.

27 Save and except if required by Government, any Courts of Law, or its employees, legal advisors, auditors and other consultants the Buyer and Seller shall

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refrain from disclosing the contents and nature of these presence or any other information received by them in the course of the transaction.

i) If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

ii) This Agreement to sell together with the Schedules and Annexures shall constitute the entire agreement between the Parties hereto and shall supersede all prior proposals, negotiations, understandings and agreements, whether oral or written exchanged between the parties.

28 The Courts at \_\_\_\_ shall have exclusive jurisdiction to try all suits or proceedings, matters or things in connection with the business arrangement.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

By and on behalf (Seller) in the presence of:

1.

**SIGNED SEALED AND DELIVERED**

By and on behalf of (Buyer) in the presence of:

1.

**THE SCHEDULE ABOVE REFERRED TO**

ALL THOSE Piece or parcels of land or ground situate  
at \_\_\_\_\_

**Note:** *In case of a company, incorporated under the provisions of Companies Act, address of the Registered Office of the Company, Corporate Identity Number (CIN) and email/Telephone Number etc. be also mentioned.*