

**SALE AGREEMENT**

Dated .....

Between

**HANCO Property Developers Private Limited**

(Vendor)

And

Mr..... &

Mrs.....

(Purchaser/s)

For the sale of Undivided Share of Land

in

**“Project \_\_\_\_\_”**

At

Location \_\_\_\_\_,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE executed at ..... on this ..... day of ..... 20XX

BETWEEN

M/s HANCO Property Developers Private Limited, having its registered office at “Janaki Kripa”, Mani Iyer Road, Chathapuram Junction, Kalpathy P O, Palakkad – 678 003 represented by its Managing Director Mr \_\_\_\_\_ aged about \_\_\_\_ years, hereinafter referred to as the VENDOR, which expression shall, unless it be repugnant to the meaning or context thereof, means and includes his successors-in-interest and assigns of the ONE PART.

AND

- (i) Mr. ...., S/o. ...., aged about ....years, and residing at .....
- (ii) Mrs. ...., W/o. ...., aged about ....years, and residing at .....

hereinafter (jointly) referred to as the “PURCHASER/S”, which term shall, wherever the context admits, means and includes himself / herself / themselves, his / her / their heirs, executors, administrators, legal representatives and assigns of the OTHER PART.

**WHEREAS** all that piece and parcel of vacant land admeasuring:-

**(i) Details of the land**

**WHEREAS** by the said partition deed the VENDOR has acquired an absolute right to sell, alienate, transfer and convey the Schedule \_\_\_\_ land to prospective PURCHASER/S;

**WHEREAS** sanctions and approvals for the construction of the residential apartments on the Schedule \_\_\_\_ property have been obtained in the name of the VENDOR from \_\_\_\_\_;

**WHEREAS** the DEVELOPER has prepared a scheme of development of multi storied Apartments, on the Schedule \_\_\_\_ land, and named the project as “ \_\_\_\_\_”;

**WHEREAS** the PURCHASER/S has/have offered to purchase ..... sq.ft. of undivided share and interest in the Schedule\_\_\_\_\_ land which is more fully described in Schedule\_\_\_\_\_;

**WHEREAS** the VENDOR has offered to **CONVEY** unto the PURCHASER/S the said undivided share of the portion of the land described in Schedule\_\_\_\_\_ hereunder, to enable the PURCHASER/S to hold, in his/her/their own name, one residential apartment to be constructed by the DEVELOPER on the Schedule\_\_\_\_\_ land, free from all encumbrances;

**WHEREAS** the PURCHASER/S is/are provided with copies of all title deeds relating to Schedule\_\_\_\_\_ Property, and after being satisfied as to the right and title of the VENDOR to the Schedule\_\_\_\_\_ Property has/have accepted the aforesaid offer and execute this indenture of agreement;

**WHEREAS** along with this Sale Agreement, the PURCHASER herein also enter into a Construction Agreement today, with the DEVELOPER to construct and deliver to the PURCHASER/S an apartment more fully described there-in as per the agreed terms;

**And WHEREAS** in view of the above the VENDOR through the DEVELOPER agreed to sell an undivided share in the property set out in Schedule-A hereunder, which is more fully described in Schedule-\_\_\_ hereunder, at an agreed sale consideration of Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ lakh only) and on the following terms and conditions;

**NOW THIS AGREEMENT OF SALE WITNESSETH;**

1. The VENDOR shall sell and the PURCHASER, shall purchase an undivided share in the land set out in the schedule 'A', which is more fully set out in the Schedule 'B' hereunder, at an agreed sale consideration of **Rs. \_\_\_\_\_/- (Rupee \_\_\_\_\_ lakh only)**.
2. The PURCHASER doth hereby undertake to pay the aforesaid sum as provided above to the DEVELOPER on behalf of the VENDOR.

3. The PURCHASER has this day paid to the VENDOR through the DEVELOPER **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** by way of advance, which the DEVELOPER receive and acknowledge and the balance shall be paid as per the schedule of payment set out in the agreement to be entered into with the DEVELOPER, in respect of and setting out the terms and covenants set to govern the construction and the enjoyment of the flat, hereinafter referred to as the Construction Agreement.
4. The PURCHASER shall permit the DEVELOPER, along with other Purchasers of undivided share in Schedule '\_\_\_\_' property, to construct residential project called ' \_\_\_\_\_ ', as per the terms set out in the Construction Agreement.
5. The VENDOR shall execute the Sale Deed on the completion of the construction or on the receipt of the entire sale consideration mentioned hereinabove and other amounts set out in the Construction Agreement from the PURCHASER, whichever is later.
6. The PURCHASER shall not use the land for any purpose other than construction of a flat as per the project envisaged by the DEVELOPER or construct such flat, independently or through any other DEVELOPER/Contractor.
7. The PURCHASER in respect of the construction of the flat shall enter into a construction agreement with the DEVELOPERS.
8. The PURCHASER doth hereby agree that this Sale Agreement and the Construction Agreement executed by the PURCHASER with DEVELOPER for owning an apartment in the building complex coming up on the land described in Schedule-A hereto and the terms thereof, though distinct and separate, are interdependent and the non-performance of one shall result in the breach of other.
9. The PURCHASER shall be entitled to hold and exercise his right to sell, transfer or assign of the Schedule-B property in his undivided share only along with any structure that may be constructed in the nature of residential unit/flat.
10. The PURCHASER shall not sever the undivided interest in the land and such residential flat that is to be constructed thereon for him/her/them or deal with the same separately in any manner, under any circumstances whatsoever.
11. The VENDOR assure the PURCHASER that the Schedule-\_\_ property is free from encumbrances of every nature and not subject to any acquisition, proceedings, court litigation, court attachments or attachments of any other nature by any tax authorities, or other public revenue authorities, claims of minors or maintenance claims.
12. The PURCHASER confirm/s that he/she/they has/have fully satisfied himself/herself/themselves about the title of the VENDOR to the Schedule-\_\_ property

which forms part of Schedule-\_\_\_ property and he/she/they has/have scrutinized all documents of title in this connection.

13. The VENDORS covenant with the PURCHASER(S) that all taxes, rates, levies and any other statutory payments payable either to the local authority or the Government in respect of the Schedule-\_\_\_ property up to the date of registration of the sale deed or up to the date of intimation by the DEVELOPER to the PURCHASER notifying the completion of construction of his flat/dwelling unit in the proposed project, whichever is EARLIER, shall be paid and borne by the VENDOR and thereafter by the PURCHASER.
14. It is agreed that symbolic possession of the undivided share in the land, described in the Schedule\_\_\_ shall only be granted upon and at the time of execution of sale deed, along with other PURCHASERS of Schedule\_\_\_ property, on payment of full consideration of all amounts due and payable as per this agreement and also as per the construction of the Dwelling Unit/Flat.
15. The PURCHASER shall not be entitled to claim or demand any Performance of all or any term or provision of this agreement, including the sale of the Schedule-\_\_\_ property unless and until the PURCHASER fulfills all payment, delegations etc cast upon him under this agreement and/also the construction agreement and it is specifically agree that any breach of any term in either of the said Agreements, particularly with regard to payments to the Developer, shall result in automatic cancellation of this agreement.
16. The PURCHASER shall not be entitled to assign or transfer this agreement or take the sale in the name of his nominee or nominees, except with the express consent of the VENDOR and DEVELOPER in writing and any assignment or transfer in violation thereof shall not be legally binding upon the VENDOR and/or DEVELOPER. The DEVELOPER shall have the option at his discretion to charge a reasonable transfer fee on according such consent.
17. The PURCHASER/S shall be entitled to get the terms of this agreement enforced by invoking provisions of Specific Relief Act in the event of any failure on the part of the VENDOR.
18. The PURCHASER/S undertakes to bear all the expenses with regard to registration and stamp duty charges for the purpose of registration of the sale deed with respect of Schedule-\_\_ property.

## **SCHEDULE OF PORPERTY**

**SCHEDULE- (larger extent of land)**

All that piece and parcel of vacant land admeasuring \_\_\_\_\_ comprised in

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

And bounded on the

North by \_\_\_\_\_

South by \_\_\_\_\_

East by \_\_\_\_\_

West by \_\_\_\_\_

Situated within the Sub Registration District of \_\_\_\_\_ and Registration District of \_\_\_\_\_.

**SCHEDULE-**  
**(Land hereby agreed to be sold by the VENDOR to the PURCHASER/S)**

..... sq.ft. undivided share and interest in the Schedule-\_\_ property

IN WITNESS WHEREOF THE VENDOR AND THE PURCHASER HAVE SIGNED THIS AGREEMTN OF SALE IN THE PRESENCE OF THE WITNESSES WHO HAVE SIGNED HEREINBELOW

VENDOR

PURCHASER

**WITNESS :**

1.

2.