

AGREEMENT TO SELL

Date of Execution :
Place of Execution : Lucknow
Sale Consideration : Rs./-
Advance Paid : Rs./-
Stamp Duty Paid : Rs./-

DETAILS OF INSTRUMENT IN SHORT

1.	Ward/ Pargana	Raja Ram Mohan Rai
2.	Mohalla/ Village	Wazir Hasan Road, Butlerganj, Lucknow.
3.	Details of Property (Property No.)	Flat No. on floor, measuring covered area Sq. Ft. i.e Sq. Mt., super built up area Sq. Ft. i.e Sq. Mt., constructed over part of the property bearing Freehold Plot No. 42A & 42B, 8, Wazir Hasan Road, Butlerganj, Lucknow
4.	Standard of measurement	sq. meter
5.	Covered Area of Flat sq. meter
6.	Location Road	Situated on Wazir Hasan Road.
7.	Type of Property	Flat
8.	Consideration	Rs./-
	Details of SELLER	Detail of Purchaser
	M/s Levana Realty a partnership concern having its registered office at Ground Floor, Raja Ram Kumar Plaza, 75, Hazratganj, Lucknow through its Partner Mr. Rahul Agarwal, son of Sri. Sumer Agarwal.	Mr.

M/s Levana Realty, a partnership concern having its registered office at Ground Floor, Raja Ram Kumar Plaza, 75, Hazratganj, Lucknow through its Partner Mr. Rahul Agarwal son of Sri Sumer Agarwal (hereinafter referred to as “Seller/Developer”) which expression shall mean and include its legal representatives, successors, transferees and assignees etc) of One Part,

AND

.....
..... (hereinafter referred to as **“PURCHASER”** which expression shall mean and include their respective heirs successors, transferees, and assignees etc) of the Other Part.

AND WHEREAS the Seller/developer and Land owners **Mr. Mritunjaya Singh, Mr. Mahabir Singh, Mr. Suraj Baksh Singh all sons of Late Shri Deo Singh** have entered in to a builder agreement for construction of a residential complex and other related developments on Freehold Plot No. 42A & 42B, 8, Wazir Hasan Road, Butlerganj, Lucknow which is registered in the office of Sub Registrar II, Lucknow on 07/11/2014, Book No. I, Khand No. 16040 Pages 317/372 at Serial No. 18487. As per terms of aforesaid agreements, 50% share in saleable area come in the share of the first party/Owners and 50% share in saleable area come in the share of the Developer /Seller in the saleable area of constructed residential apartment known as **The Grand Bharawan**

AND WHEREAS the Seller/Developer joined hands with the Owners for construction of multi storied complex and got the map approved from Lucknow Development Authority vide Permit No. 3815 dated 06/05/2015.

AND WHEREAS through supplementary agreement dated 07/10/2015 executed between Developer and Owners, the sharing in the project and division of the flat done mutually

AND WHEREAS the SELLER/Developer has absolute rights to sell the flats bearing Flat No (as per mutual division) constructed at part of the property bearing No. Freehold Plot No. 42A & 42B, 8, Wazir Hasan Road, Butlerganj, Lucknow, hereinafter called the 'demised property'.

AND WHEREAS the "Purchaser" who is interested in purchasing the **Flat No. on Sixth Floor, measuring covered area Sq. Ft. i.e Sq. Mt., super built up area Sq. Ft. i.e Sq. Mt.,** constructed at part of the property bearing Freehold Plot No. 42A & 42B, 8, Wazir Hasan Road, Butlerganj, Lucknow (Hereinafter called the "Said Flat") in the aforesaid Multistoried residential complex known as 'The Grand Bharawan' and which is in the share of Developer and after satisfying himself with the title and legal position of the said flat, offered the sum of **Rs./- (Rupees Only)** and the offer has been accepted by the SELLERS who have agreed to transfer the **Said flat** to the Purchaser.

WHEREAS in view of the said title and right of the SELLER in the said flat, the Purchaser has agreed to pay an amount of Rs./- (Rupees Only) as total Sale Consideration for Residential Flat on the Floor along with its ownership right and title and with a right to share all the common facilities provided in the said building or attached with the said building.

WHEREAS the Purchaser has agreed to purchase and to enter into present Agreement to sell with the SELLER on the following terms and conditions.

NOW THE AGREEMENT TO SELL WITNESSETH AS UNDER:

- 1- That the SELLER shall sell the residential **Flat No. on**
..... Floor, measuring covered area Sq. Ft. i.e
..... Sq. Mt., super built up area Sq. Ft. i.e
..... Sq. Mt., constructed at part of the property bearing Freehold Plot No. 42A & 42B, 8, Wazir Hasan Road, Butlerganj, Lucknow in favour of the Purchaser for a total sale consideration of Rs./- (Rupees Only) out of which Rs./- (Rupees Only) has been paid as advance, the receipt whereof the SELLER hereby acknowledges, more fully described in the schedule hereto.
- 2- That GST/Service Tax as applicable shall be paid separately by the Purchaser to the SELLER.
- 3- That the SELLER assures that the property agreed to be sold under this Agreement to sell is free from all sorts of encumbrances, liens or charges and the SELLERS have every right and title to transfer the same in favour of the Purchaser.
- 4- That all other taxes or any other dues of whatsoever nature payable towards the aforesaid property till the Date of handing over the possession shall be borne and paid by the SELLERS and thereafter by the Purchaser.
- 5- That all the expenses for the execution and registration of this Agreement to Sell and Sale Deed such as Stamp Duty and

registration charges and other incidental charges shall be borne by the Purchaser.

- 6- That the actual possession of the property has not been delivered to the Purchaser by the SELLER under this Agreement to sell the same shall be delivered at the time of execution of the sale deed.
- 7- That the terms and condition of this agreement to sell shall be modified by way of written supplementary agreement and all the agreement executed shall always be part and parcel of this registered agreement to sell and binding on the Seller.
- 8- That the SELLER has given an undertaking that the project would be completed within 48-60 months. It is specifically agreed and provided in this agreement to sell that the SELLER shall inform in writing to the Purchaser about the completion of construction and handing over of possession on or before the execution of Sale Deed and after such a written information, the Purchaser shall get the sale deed executed within 30 days or reasonable time as fixed by SELLER without any kind of objection whatsoever.
- 9- THAT if any kind of GST / Sales tax Liability or Service tax or other Tax liability or any other kind of due, charges, imposed or demanded by any authority or Government, then the Purchaser shall be liable to pay the same to the SELLER on demand by the SELLER on the prevailing rate without any kind of objection by any reason whatsoever.

10- That the expression SELLER and the Purchaser herein before used unless repugnant to the context mean and shall always mean and include their heirs, successors, legal representatives and assigns.

SCHEDULE OF PROPERTY

Flat No. on Floor, measuring covered area Sq. Ft. i.e Sq. Mt., super built up area Sq. Ft. i.e Sq. Mt., constructed at part of the property bearing Freehold Plot No. 42A & 42B, 8, Wazir Hasan Road, Butlerganj, Lucknow and which is bounded as below:-

BOUNDARIES OF THE FLAT NO.....

North :

South:

East :

West :

SCHEDULE OF PAYMENT

1. Seller/Developer has received Rs./- vide cheque no. dated drawn on
2. Seller/Developer has received Rs./- vide cheque no. dated drawn on

Advance Payment Received Rs./- (Rupees Only).

IN WITNESS WHEREOF the parties to this Agreement have put their Signatures and executed this agreement in their sound disposition of mind without any coercion, under influence, pressure from any body whomsoever.

WITNESSES:-

1. **SELLER**

2. **PURCHASER**

Typed by

Drafted By

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Advocate