

AGREEMENT TO SELL

This Agreement to sell is executed between Ms Samata Singh, Director of Saii Aush Buildcon Pvt. Ltd., Residence of Eldeco Greens, Lucknow (hereinafter called the "Seller") which expression shall mean and his/her/their heirs, successors, administrators & assigns.

AND

Mr.

(hereinafter called the "Purchaser") which expressions shall mean and include his/her their, heirs, successors, administrator assigns.

Whereas The Builder is entitled absolutely to develop and build the residential apartments named as APNA GHAR situated at Khasra No. 1842, 1843,

Vill Gaura, Tehseel Mohanlalganj, Distt Lucknow, pursuant to the Sale Deed bearing Agreement for Sale cum General Power of Attorney, executed with bearing document number 1 the Land owner(s) and pursuant to various approvals obtained on the land as more particularly mentioned in the aforesaid deed and agreement. (Hereinafter referred to as the "Project"):

Whereas the seller wanted to sell the said flat/Plot and the purchaser being interested in purchasing the same has/have offered a sum of _____ which offer the seller Has /have accepted.

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER

1. That the seller shall sell the Flat No. _____ in favour of the purchaser for a sum of _____ out of which the purchaser has/ have paid a sum of _____ As advance, the receipt whereof the seller hereby acknowledges.
2. That the seller assurance that the flat/plot agreed to be transferred under this agreement is free from all sorts to transfers and encumbrances and the seller has/have every right and title to transfers the same in favour of the purchaser.
3. That all the taxes or any other dues of whatsoever nature payable on the aforesaid flat/plot till the date of execution of the sale deed shall be borne and paid by the seller and thereafter by the purchaser.
4. That all the expenses for the execution and registration of this agreement to sell and" sale deed such as Stump duty, registration charges and misc. expenses etc. shall be borne by the purchaser.

5. That the purchaser shall get the sale deed executed in his favour within 12 months from the date of this agreement after paying the balance sale consideration to the seller.
6. That in case of default on the part of the purchaser in getting the sale deed executed in his favour within the time stipulated above the seller is entitled to get interest @5 % per- annum , while in case of default on the part of the seller, the purchaser shall have the right to get the interest @5% per annum till the time of the sale deed executed in his favour .
7. That the actual vacant physical possession of the house has not been delivered to the purchaser by the seller under this agreement the same shall be delivered at the time of execution of the sale deed. Hence the stamp duty Has been paid.

SCHEDULE OF PROPERTY

North -
South -
East -
West -

IN WITNESS WHEREOF the parties have put their respective signature on this agreement to sell on the date month and year first above written in the presence of following witnesses.

Witnesses

1.

2.

Seller / Sellers

Purchaser/Purchasers