

Balance Amount **Rs./-**

WHEREAS the first party has purchased the undivided share of land of Group Housing-1, for Block-1B, Sector-F “Building known as Amrit Heights -II” situated at Sushant Golf City, Sultanpur Road, Lucknow from Mentor Infrastructure Private Limited through registered sale deed dated 03.11.2022 which is duly registered in the office of Sub-Registrar Sarojani Nagar,

Lucknow at Bahi No.1, Jild No. 9674, at pages 101/128, Serial No.40469 dated 03.11.2022

WHEREAS as after purchased the undivided share of land of Group Housing-1, for Block-1B Sector-F “Building known as Amrit Heights -II” situated at Sushant Golf City, Sultanpur Road, Lucknow, the seller has obtained the permit for construction of multistoried Residential Project form Lucknow Development Authority, Lucknow vide permit No. 43131 dated 06.12.2019.

WHEREAS the said land is earmarked for the purpose of residential building project comprising with basement + G +13 Floor.

WHEREAS initially **through allotment no. dated**, the Second Party has purchased the Apartment/Flat No., onth Floor having Super Built-up Area of Sq. Mt. i.e. Sq. Ft., Carpet area of Sq. Mt. i.e. Sq. Ft., Type-...BHK in Group Housing-1, for Block-1B Sector-F “Building known as Amrit Heights -II” situated at Sushant Golf City, Sultanpur Road, Lucknow (hereinafter referred to as **“the Said Flat/Unit/Apartment”**) form the first party. (Allotment letter, payment plan, layout and amenities schedule are annexed with this agreement).

Whereas the first Party is desirous to sale said flat & the Second Party is also desirous to purchase the same for a sale consideration of Rs./- (Rs. Only). Therefore, both the parties have decided to execute agreement to sale, with their own good and free will and accord and without any coercion and in sound mind and ready to enter into the present agreement on following terms & conditions:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That in pursuance of the said intention and in consideration of **Rs./- (Rs. Only)**, the first party out of his own free will, without fraud, coercion or undue influence from anybody whomsoever, and in full possession of her senses does after execution of sale deed, transfer all her rights in the flat.
2. That the second party has paid to the first party the sum of **Rs./- (Rupees Only)** which details are given in the payment schedule, as advance money.
3. That the first party agrees that second party shall paid balance amount Rs./- (.....) with interest, charges, taxes and gst etc. if any to the first party within Month (stipulated time) or authority approval time by LDA whichever earlier.
4. That after full and final payment to First Party regarding said flat thereafter the first party has execute and registered the sale deed in favour of second party without any delay and inconvenience.
5. That the first party hereby assures & conveyed to the second party belongs exclusively to the first party and first party is owner and has the full power and authority to transfer the said flat to the second party.
6. That at the time of execution of this agreement, first party shall deliver to the second Party all receipts, allotment letter and other papers and writings relating to the said flat.
7. That possession of the said flat is not being delivered with this agreement. Possession shall be handed over to second party at the time of registration of sale deed.

8. That the first party shall borne the construction of said flat as per attached layout and amenities and farther all other installation, equipment, material etc. if any shall be borne by second party.
9. That the water, gas, electricity connection etc. and any kind of related municipal and local authority charges and fees shall be borne borne by second party as per prevailing Government charges.
10. That the first party declares that the any other penalties, duties, levies, cesses or fine or any other taxes up to the date of execution of sale deed or any arrears thereof shall be paid and borne by the first party and thereafter it shall be the fully liability and responsibility of the second party.
11. That the If the second party is unable to pay the outstanding amount, then the first party will have the right to cancel the allotment of the said flat by giving one month's notice to the second party and the amount paid by the second party will be refund in his account bank account through Cheque and RTGS with SBI-MCLR rate.
12. That If second party pay the balance amount to the first party within the stipulated time and first party fails execute the sale deed for any reason whatsoever or avoid to execute the sale deed in favour of the second party, in that case the first of all both the parties have extended the stipulated time of this agreement to sell by mutual consent thereafter first party shall execute and registration of the sale deed of said flat in favour of second party without any delayed.

13. That if any unexpected event occurs during the construction of a multi-storey residential building due to which the construction is delayed, then interrupted time will not be added in stipulated time of this agreement to sell.
14. That the said flat or any portion thereof is not at present affected by any notice or scheme of any local public authority or state/central government. If it be found to be so affected before the completion of sale, it shall be optional on the part of second party to rescind this agreement and in that event and on demand by second party refund the whole consideration money and shall pay to the second party.
15. That If any contingent event happens to the second party before the sale deed of this flat is executed due to which the first party cannot register the sale deed in his favor, then in such a situation the sale deed will be executed in favor of the legal heir or nominee of the second party and It will be the responsibility of the nominated buyer to pay all the remaining dues and taxes etc.
16. That the time of completion of said flat construction, the sale consideration amount may be increase and decrease as per actual built-up area of said flat on which no party will have any objection.
17. That all the expenses towards the execution and registration of this agreement & further of sale deed, viz. Stamp Duty, Registration Fee and other incidental expenses etc. shall be borne and paid by the second party.

PAYMENT SCHEDULE

1. First Party has received advance money of Rs./- (Rs. only) vide cheque no. dated

....., Lucknow from the second party and the first party acknowledges this receipt.

SCHEDULE OF THE SAID FLAT

Apartment/Flat No., onth Floor having Super Built-up Area of Sq. Mt. i.e. Sq. Ft., Carpet area of Sq. Mt. i.e. Sq. Ft., Type-...BHK in Group Housing-1, for Block-1B Sector-F “Building known as Amrit Heights -II” situated at Sushant Golf City, Sultanpur Road, Lucknow, which is bounded as under:

- EAST
- WEST
- NORTH
- SOUTH

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective signatures and seals upon this Deed, on the day, month and year, first written above.

WITNESSES:

1.

Mr.

S/o

R/o.....

Occupaiton- Mobile No.
- FIRST PARTY

PAN-

OCCUPAITON- MOBILE

NO.
2.

Mr.

S/o

R/o.....

Occupaiton- Mobile No.
- SECOND PARTY

PAN-

OCCUPAITON- MOBILE

NO.

Typed by:

(Deepak Upadhyay)
Advocate

Drafted by:

(Benkat Raman Singh)
Advocate