

AGREEMENT TO SELL

THIS AGREEMENT TO SELL IS EXECUTED BETWEEN **SHALIMAR CORP LIMITED** (Previously known as **SAS Hotels & Properties Pvt. Ltd.**) having its registered office **308, Tulsiani Chambers, Nariman Point, Mumbai** through its Director **Mr.**

S/o **Mr.** _____ (hereinafter referred to as the '**First Party**' which expression shall mean and include their respective heirs, successors, administrators and assigns)

AND

Mrs. _____ **W/O** **Mr.** _____ **R/O:** _____ (hereinafter referred to as the 'Second Party' which expression shall mean and include his respective heirs, successors, administrators and assigns)

WHEREAS First Party Shalimar Corp Limited (previously known as M/s. SAS Hotels & Properties Pvt. Ltd.) are the Builders and Promoters of Plot(s) in the project known as "**EDEN**" situated at Village Sandauli Umarpur Pargana-Dewa, Tehsil-Nawabganj, Distt. Barabanki.

AND WHEREAS the second party having already satisfied with facts stated hereinabove and has applied for allotment of the Plot in the said Project on the ownership basis and has been allotted sub-divided Plot No. _____ having area of _____ **sq. ft.** a part of Khasra No. _____ situated at Sandauli Umarpur, Distt. Barabanki, on the terms and conditions mentioned in the said application for allotment.

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER :-

1. That the first party is the owner of the said sub-divided Plot No. _____ including the documents with respect to the right and title of the first party are being kept at office of the first party at **Shalimar Corp Limited** TCG-1/1, Shalimar Titanium, Vibhuti Khand, Gomti Nagar, Lucknow for inspection. The Second Party has seen and inspected the documents relating to the said project and is fully satisfied with the marketable title of the first party
2. That the Second Party has agreed to purchase and the First Party has agreed to Sell the Plot No _____ in the project known as '**EDEN**' situated at Village Sandauli Umarpur, Pargana- Dewa, Tehsil- Nawabganj, Distt. Barabanki having for a total sale consideration of **Rs. _____/-** (Rupees _____ only)& Other Charges extra, out of which Second party has paid a sum of **Rs. _____/-** (Rupees _____ only) as advance and balance amount of Sale Consideration to be paid as mutually decided between both the parties of this agreement.
3. That in case any service tax in future on the basis of this agreement is payable on aforesaid Plot agreed to be transferred under this deed shall be borne and paid by the Second Party.
4. That in case the area of the Plot agreed to be transferred under this deed is increased or decreased the cost of the Plot shall also be increased or decreased as the case may be in the same ratio.
5. That the property, which is hereby agreed to be transferred in the favour of the second party by the first party is free from all sorts of transfer, liens, encumbrances, mortgages and attachments etc., of any sort or nature whatsoever and the first party has good, subsisting and transferable rights in it.
6. That the first party hereby assures the second party, that the property hereby agreed to be sold, is neither under any acquisition nor the subject matter of any dispute with any third person with no litigation in respect of the title of the first party is pending in any court of law or authority.

7. That the second party shall use the said Plot only for residential purpose and the second party shall be free to let out the said Plot to any one of his own choice. It has specifically residential purpose and not for any commercial or official purposes.
8. That the second party shall not store or keep stores or cause to be stored or cause to be stored any articles, things, materials and goods in landing, lobbies and other common parts of the building and not obstruct the ingress and agrees of the said plot.
9. That the first party shall be liable for all taxes, demands or charge till the date of offer of possession of the said Plot to the second party. In case any compounding fee or other demand or levy is made out in respect of the property hereby sold, the same shall be paid by the first party and the second party shall not be responsible any manner whatsoever. However if the second party have to pay any such compounding fee charge, demand or levy, the first party shall pay the same to the second party with all cost & expenses which the Second party may have to incur in that connection.
10. That the vacant and actual physical possession of the property, which is hereby agreed to be sold, shall be delivered by the first party to the second party at the time of execution and registration of the sale deed, after payment of all the dues with respect to the said Plot covered by this sale agreement or any other agreement or documents executed between the parties by the second party to the first party.
11. That the cost of stamps for execution of this deed have been borne and paid by the second party. The cost of execution of the sale deed also be borne by the second party. In case any other stamp duty or penalty is levied on this deed the same shall be the liability of the second party alone, the first party shall not be liable and responsible for the same in any manner whatsoever.
12. That the purchaser shall have right to construct villa as per the sanctioned plan and will have the colour scheme of the outer portion as per the colour scheme of the outer villas of the "EDEN".
13. That the name of the entire project is "EDEN" and the Purchaser or occupier of the others plots or villas shall not be entitled to change the name of the project under any circumstances.
14. That any of the term and condition can be altered or modified by the virtue of the supplementary deed(s) either registered or unregistered.
15. The expression first and second party shall include their heirs, successors, transferees and legal representative.

DESCRIPTION OF THE PROPERTY HEREBY AGREED TO BE SOLD

Sub-divided Plot No: _____ having area measuring _____ sq. ft. a part of Khasra No. _____ in project known as "EDEN" situated at Village Sandauli Umarpur, Pargana Dewa Tehsil Nawabganj, Distt. Barabanki.

IN THE WITNESS WHEREOF the parties of the agreement have hereto put their hands to these presents on the _____ **Day of** _____ **20**_____ mentioned above in full alert and sound mind without any duress or compulsion of any person in token of acceptance thereof in the office of the Sub-Registrar at Lucknow.

WITNESSES: --

FIRST PARTY

SECOND PARTY