

Agreement to sale

This Agreement to sell is executed between Touch Wood Infraventures Pvt. Ltd. a company incorporated under the Companies Act 1956 having its registered office at 1, Lal Bahadur Shashtri Marg Lucknow through its Director Sri.....son ofresident ofduly authorized by a Board of resolution passed in the meeting of Board of Directors of the Company ondate (hereinafter referred to as the Seller) which expression unless repugnant to the subject or contest and include its executor, administrator, successors, transferees and assignees etc. of the one part

And

Sri.....son ofresident ofhereinafter referred to as the Purchaser which expression shall unless repugnant to the executants or meaning thereof be deemed to include his/her/ their heirs/ successor , legal representatives assignees , transferees and nominees etc of the other part.

Whereas a lease of the land no.11 measuring total area 2 Bigha, 8 Biswa situated at Mawaiya scheme Moti Jheel Aishbagh Industrial area City Lucknow was granted by the Improvement Trust/ Nazool Lucknow for a period of 90 years from the date 23.2.1949 to Sri Desh Raj Bhal son of Jyoti Ram Bhal and a lease deed was executed by the Nazool Department on 4.1.1951 with respect to the said plot of land which is duly registered in

the office of Chief Sub Registrar Lucknow as document no.480 book no.1 volume no.1401 in page no. 45 additional book no.1391 page no.277 to 280 dated 27.2.53. The deed of which resolution no. is 11400 dated 29.9.1949 and after acquiring the said land factory and boundary wall was made and industry was in the name of M/s India Engineering works was established.

And whereas the said land was sold to Sri Parmatma Sharan Agarwal through Sale Deed dated 7.6.1958 as per order passed by Judge Khafifa Lucknow dated 5.3.1955 in suit no. 31/1954. The said sale deed is duly registered in the office of Chief Sub Registrar Lucknow in book no. 1 volume no. 1589 page nos. 242 to 248 register no. 2300 dated 9.6.1958.

And whereas the said property was purchased from the income of Singhal Paint Company in the name of Parmatma Sharan Agarwal and a retirement deed dated 17.10.75 was entered between the all partners by which the said property became the property of firm Singhal Paints Company. The retirement deed is duly registered in the office of Sub Registrar Lucknow in book no. 1 volume no.2286 pages 217 to 249 document no.544 dated 11.3.1977.

And whereas the said plot had been recorded in the name of Singhal Paint Company in the record of Nazool which has been informed by the

Nazool Officer through its letter dated 22.10.1982 since then the firm is continue paying the lease rent to the Nazool Department and firm has not violated any term & condition of any lease deed.

And whereas the said firm had been converted in a Limited Company and its name had been changed from Singhal Paint Company to Singhal Paints Pvt. Limited and all movable & immovable property of the firm was devolved in the name of the company and Singhal Paint Pvt. Limited became the owner of the said property and its name had been recorded in the record of Nazool at the place of firm.

And whereas the construction which was existed on the said property was numbered as municipal no. 278/25 later on the new number had been allotted i.e. 278/286 since the said land was lease hold land and the land use of the land was Industrial and as such M/s Singhal Paints Pvt. Limited has got the said land converted into the free hold with the use of land for the purposes of residential and free hold deed has been executed by the Nazool Department on 15.11.2011. The said deed is duly registered in the office of Sub Registrar Vth in book no.1 volume no. 7194 pages 211 ro 226 at serial no.13566 dated 15.11.2011.

And whereas the Singhal Paints Pvt. Ltd. sold the said land to M/S Touch Wood Infraventures Pvt. Ltd through sale deed dated 18.1.2014, The said deed is duly registered in the office of Sub Registrar V in book no.1 volume no.9256 pages 299 to 348 at serial no.635 dated 18.1.2014.

And whereas after purchasing the said plot of land the seller became the absolute owner of the same and the seller has submitted the map of the group housing building before the competent authority for the purposes of construction of the residential apartment thereon. The said map has been sanctioned by competent authority constituted under Urban Planning and Development Act 1973 through its permit no. 36354 dated 27.5.2014.

And whereas the seller is constructing the residential/group housing building known as the Woods Aishbagh having several flats/apartment therein.

And whereas the purchaser being interested to purchase the residential flat/apartment has applied for allotment and on his/her/their allotment application datedthe flat no.....on.....floor measuringsq.mt.(super area) was allotted for a total sale consideration of Rs.....by the Seller.

And whereas the purchaser being fully satisfied about the title and construction work of the flat /apartment has agreed to purchase the same on the terms & conditions mentioned herein.

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER

1. That the seller has agreed to sell the flat /apartment no.....situated on.....floor.....measuringsq.mt. super area situated in the building known as Woods Aishbagh constructed on plot no.11 municipal no.278/246 total land area 5997.55 sq.mt. situated at Mawaiya scheme Moti Jheel Aishbagh Lucknow with a proportionate undivided share in the land and one car parking space no.....on.....(hereinafter referred to as the said flat/apartment) to the purchaser for agreed sell consideration of Rs.....(detail of flat/apartment is given in the foot of this agreement.)
2. That the purchaser has paid a sum of Rs.....including amount paid at the time of booking and remaining amount will be paid by him/her/them in the following manner:-
 - (i) 90% amount of the remaining sell consideration will be paid by the purchaser to the seller by 31st March 2015.

(ii) 10% amount will be payable at the time of possession /Registry of the flat /apartment or execution and registration of sale deed which ever will be earlier.

3. That it has been agreed between the parties hereto that in respect of all payment to be made by the purchaser under this agreement in respect of the said flat/apartment time is the essence of the contract.
4. That the total super area of the said flat/apartment issqmt. The total cost of the flat /apartment is Rs.....
5. That expression super area includes the area as major from outer periphery and columns between the two flats and proportionate general calculation area includes stairs, stair cases, passage, lobby and common utilities area etc which will be used by the allottee of the other flat/ apartment in the said residential complex subject to the final measurement at the time of giving the possession of the flat /apartment.

6. That the purchaser has seen all the documents relating to the title of the aforesaid flat/apartment and after fully satisfy himself/herself/themself about the title of the seller and material to be used and specification with respect to the said flat/apartment being constructed and has understood all limitation and obligation in this respect.
7. That the purchaser hereby agreed that he/she/they shall pay the price of the said flat and other charges on the basis of super area of the flat/apartment.
8. That as mentioned hereinabove the time of payment of installment is essence, this contract it shall be incumbent on the purchaser to comply with terms of the payment and condition of this agreement, failing which after giving 10 days notice the seller shall have right to terminate / cancel this agreement to sell forthwith and the consequences of this agreement shall stands cancelled and purchaser shall be left with no lien on the said flat/apartment and seller shall return the amount so paid without any interest accruing on the same. The seller shall thereafter be free to deal with the said flat/apartment in any manner whatsoever at it sole discretion.

9. That without prejudice to the right of the seller, the purchaser shall be liable to pay interest at the rate of 18% per annum on amount due and payable by the purchaser for a period of delay to the seller. The discretion for termination of contract or acceptance of delay payment with interest shall be exclusively vested to the seller.
10. That the seller deliver the possession of the flat/apartment to the purchaser within a period ofmonth from the date of this agreement subject to payment of installment as agreed by the purchaser in time and availability of cement, steel and other building materials and also to force majeure including any act of God or any unforeseen circumstances beyond the control of seller. No claim by way of penalty compensation or interest shall be made by the purchaser in the case of delay in handing over the possession on account of aforesaid reasons.
11. That the purchaser has agreed that under no circumstances the possession of the said flat/apartment shall be delivered by the seller to the purchaser unless and

until all payments required to be made under this agreement or any other amount payable by the purchaser with respect to the said flat/ apartment to the seller, the purchaser shall have no right to claim possession of the said flat/ apartment without having completing the payments payable under this agreement at the time and in the manner stipulated. The purchaser has agreed that he/she/they shall pay all arrears demanded by the seller within 10 days of receipt of notice.

12. That it is agreed between the parties the seller in the interest of speedy construction has a right to pledge the land and building to any institution or bank for the purposes of obtaining the financial assistance for completing the construction and the purchaser will have no objection in relation to same.
13. That except in respect of particular flat hereby agreed to be sold, the purchaser has agreed to have no claim, right, title or interest in any other portion of the said building except those which has been incorporated in the super area, the other areas will remain under exclusive possession and ownership of seller and seller will be free to sell or dispose

of the same or use or possess the said area in any manner as it deemed fit and proper.

14. That the seller has right to make addition, raise storied or put-up additional structure as per its convenience or open land, terrace or other areas in which the purchaser has no claim or right and such additional structure and storied shall be the exclusive property of the seller.
15. That the purchaser agrees and binds him/her/themselves to pay the seller, its agent or society as the case may be the proportionate maintenance charges as determined by the seller or society. Further the purchaser agree to enter into the maintenance agreement with the seller for maintenance of the building at the time of execution and registration of sale deed and pay the security deposit on the basis of super area of the flat to the seller.
16. That the purchaser agree to pay on demand the proportionate taxes of all or any kind whatsoever whether levied or leveled now or in future on land or on building as the case may be from the date of possession of the said

flat/ apartment till the separate assessment of the flat/apartment.

17. That the seller shall provide the basis facilities in the said flat in phases as the project is completed in phases and all the facilities will be provided at the time of completion of entire projects.
18. That the purchaser hereby agreed to pay from time to time and at all times, the amount which the purchaser is liable to pay and agree to observe and perform all the covenants and condition of booking and this agreement and to keep the seller indemnified and harmless against the said payment.
19. That the purchaser shall fulfill all the condition and terms of this agreement and shall also abide by all applicable laws, rules and regulation of the government, statutory authority and authorities and shall attend answer and be responsible for all deviations, violation or breach of any of the condition or laws, bylaws or rules and regulation to be observe and perform along with all terms and condition of this agreement.

20. That the purchaser shall not use or permit the flat to be use for any purpose whatsoever other than for the residential purposes.
21. That the purchaser shall not use the said flat any purpose which may cause nuisance or annoyance to occupiers /owners of the other flat of the building.
22. That the purchaser shall not do permit or permit to be done any act or things which may render void or voidable any insurance on any part of complex in respect thereof.
23. That the purchaser shall permit the seller, body, corporate/ society as the case may be and its surveyor, agent workmen and other at all reasonable time to enter into upon the said unit for maintaining the building in order to keep common services intact.
24. That the purchaser shall not charge the exterior of his flat and he/she/they shall not make any structural alteration or whatsoever nature in his/her/their flat/apartment.

25. That in event of the building getting demolished due to any act of God or unforeseen circumstances beyond the control of seller the purchaser and other purchasers of the flat/apartment by virtue of proportionate but undivided rights in the land will be entitled to reconstruct the building jointly as it existed at their own cost.
26. That the purchaser residing outside of India shall be responsible to comply within the necessary formalities as let down in Foreign Exchange Management Act 1999 and other applicable laws.
27. That after execution of this agreement all correspondence agreement registered or unregistered shall be deemed to be part of this agreement.
28. That the purchaser shall get his /her /their complete address registered with the seller otherwise the address as mentioned in this agreement will be considered as his/her/their registered address.

29. That if any dispute with respect to this agreement will arise shall be referred to the Arbitrator as per the Arbitration & Conciliation Act 1976 and the award given by the Arbitrator shall be binding upon the parties. That all dispute shall be subject to jurisdiction of Lucknow Court only.
30. That purchaser agreed that if due to the any statutory action legislation order or rules or reason beyond the control of seller and seller unable to deliver the possession of the said flat/apartment to the purchaser, the only responsibility and liability of the seller will be to pay the purchaser the total amount that may have been received by the seller and purchaser shall have no right or claim against the seller in relation to the allotment and agreement in respect thereof.
31. That the possession of the said flat is not being handed over to the purchaser in pursuance of this agreement to sell. The possession of the said flat shall be delivered to the purchaser at the time of execution and registration of sale deed.

32. That the terms and condition of this agreement shall also be applicable to the sale deed to be executed between the parties in respect of the said flat.
33. That the terms and condition of this agreement can be modified or change through a supplementary agreement or exchange of letter on mutually accepted terms and condition.
34. That the stamp duty, registration fee and other misc. expenses towards execution and registration of this agreement as well as the execution of the sale deed will be born by the purchaser only. In case any deficiency in payment of stamp duty, it shall be the sole liability of the purchaser.

DETAIL OF FLAT/ APARTMENT

Flat/Apartment no.....towermeasuring
.....sq.mt. Situated in building known as the Woods
Aishbagh constructed on the free hold plot of land no.11
municipal no.278/246 total land measuring 5997.55 sq.mt.

situated at Mawaiya scheme Moti Jheel Aishbagh Road
Lucknow bounded as under:-

North:

South:

East:

West:

IN WITNESS WHEREOF, the seller and purchaser
have put their respective signature on this Agreement to sell
on thisth day of June 2014 at Lucknow.

WITNESSES:

1. Seller

2. Purchaser

Drafted By:

Typed By

(M. P. Pandey)
Advocate

(S.P. Awasthi)