**RESCISSION OF A CONTRACT PER NOTICE**

Date \_\_\_\_\_\_\_\_\_\_\_\_

To, \_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

Per an "Agreement to Sell" (after it referred to as Agreement), dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, executed by you and the undersigned, the entire plot of land with the factory located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ had been bought by the undersigned from you.

WHEREAS you induced the undersigned to enter into the Agreement for a consideration of Rs. 40,00,000 on the representing that the same was free from all encumbrances and charge. A sum of Rs. two lacs was paid to you towards part payment at the time of execution of the said agreement   
  
AND WHEREAS it has since been discovered that the said factory had been mortgaged by you and is subject to an encumbrance of Rs. \_\_\_\_\_\_\_\_.

The undersigned was induced in buying the property under your wrong misrepresentation. As the records of such mortgage were very old, the undersigned had no chance or ground for searching in the Registration office for more than twelve years past. This contract of purchase being void able per option of undersigned;

Now the undersigned so rescinds and repudiates said contract (Agreement) and ask upon you in refunding him sum of Rs. two lacs paid to you as consideration under the said covenant. The undersigned is ready in returning the possession of said plot on your refunding the said price   
  
Signed and delivered by \_\_\_\_\_\_\_\_\_\_\_\_.

Witness:   
  
  
  
1.   
  
2.