

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed on this day of November, 2017, at Kanpur Nagar.

BETWEEN

(1) **GRACE LAND DEVELOPERS PRIVATE LIMITED**, a company duly incorporated under the Indian Companies Act having its registered office at 'GRACE HOUSE' J-12, West high Court road Laxmi Nagar, Nagpur-22 and Local Office at Gracelands 15/59-C, Vrindavan Society, Civil Lines, Kanpur Nagar through its Director
....., adult, son of Shri Hereinafter referred to as the LAND OWNER/ DEVELOPER/ SELLER of the First part which expression unless repugnant to the context shall mean and include its heirs, legal representatives, successors and assignees etc.);

AND

....., adult, son of Shri
Residents of
..... Kanpur Nagar hereinafter referred to as the
"**PURCHASER**" of the other part (which expression unless repugnant to the context shall mean and include his heirs, legal representatives, successors and assignees etc);

WHEREAS the seller Graceland Developers Pvt. Ltd., purchased Arazi No. 1203 admeasuring 0.2660 Hec., Arazi No. 1195 admeasuring 0.2460Hec., Arazi No. 1197 admeasuring 0.9120 Hec., Arazi No. 1198 admeasuring 0.0310 hec., Arazi No. 1201 Min. admeasuring 0.5080 Hec., Arazi No. 1201 admeasuring 0.2530 Hec. Arazi No. 1200 admeasuring 0.4610 Hec. And Arazi No. 1205 admeasuring 0.1230 Hec., total 2.890 Hec. At village Meharban Singh Ka Purwa, Pargana and Tehsil, Kanpur Nagar from its erstwhile owners Tej Narain Singh & other vide Sale Deed dated 17.07.2014 which is registered at Photostat copy Book No. I, Volumeat pages..... to At Serial No. 7190 in the Office of Sub Registrar, Zone IV, Kanpur;

AND WHEREAS the seller Graceland Developers Pvt. Ltd., also purchased part of Arazi No. 1201 Min. admeasuring 0.2530 Hec., at village Meharban Singh Ka Purwa, Pargana and Tehsil, Kanpur Nagar from its erstwhile owner Tej Narain Singh & Others vide Sale Deed dated 17.07.2014 which is registered at Photostat copy Book No. I, Volume at pages..... toat Serial No. 8607 in the office of Sub Registrar, Zone IV, Kanpur. ;

AND WHEREAS the seller Graceland Developers Pvt. Ltd., also purchased part of Arazi No. 1202 admeasuring 0.2013 Hec., out of total area .6040 Hec., at Village Meharban Singh Ka Purwa, Pargana and Tehsil, Kanpur Nagar form its erstwhile owners Chandra Pal & Others vide Sale Deed dated 07.08.2014 which is registered at

Photostat copy Book No. I, Volumeat pages toat Serial No. 8607 in the office of Sub Registrar, Zone IV, Kanpur ;

AND WHEREAS the seller Graceland Developers Pvt. Ltd., also purchased part of Arazi No. 1202 admeasuring 0.4027 Hec., out of total area 0.6040 Hec. At Village Meharban Singh Ka Purwa, Pargana and Tehsil, Knapur Nagar from its erstwhile owners Lakhan Singh & others vide Sale Deed dated 26.08.2014 which is registered at Photostat copy Book I, Volumeat pagesto at Serial No. 8607 in the Office of Sub Registrar, Zone IV, Kanpur ;

AND WHEREAS the seller became absolute owner of the Arazies herein before mentioned total admeasuring Sq. Meters at Village Meharban Singh Ka Purwa , Kanpur Nagar herein after referred to as the " PROJECT LAND"

AND WHEREAS in pursuance of its desire the Seller submitted a map to Kanpur Development Authority for sanction of lay out plan and also deposited requisite fee, the Kanpur Development Authority sanctioned the lay out plan vide Permit No. dated..... Whereby the Land owned by the seller was allotted No. The seller also submitted map for construction of Multi Storied Residential Building Complex on Plot part of Project land bearing No. admeasuring 5,200 Sq. Meters which has also been sanctioned vide Permit No. dated By Kanpur Development Authority.

AND WHEREAS the Project under construction is registered under the provisions of RERA and Registration Number is

AND WHEREAS the seller started to raise construction on the part of project land as per approved map and offered to sell the flats to be constructed at the rate fixed by the Seller, the Purchaser having come to know offer of the Seller agree to purchase Flat No. On floor having super built up area admeasuring Sq. Meters. And Carpet area admeasuring,..... Sq. Meters along with undivided proportionate land area admeasuring 21.025 Sq. Meters at residential Building Complex known as "....." fully bounded and detailed in schedule "A" of this Agreement to sell at the Sale Consideration of Rs./- (Rs..... only) including G.S.T And the Seller is agreed to sell the aforesaid Flat to the Purchaser.

AND WHEREAS the Seller has assured to the Purchaser that the Flat Hereby agrees to be sold is free from all sorts of encumbrances, charges, demands, liens, litigations, mortgages, attachments, prior agreement to sell, acquisition or requisition/ The seller has not been restrained from selling , transferring, alienating or mortgaging the same by way of any injunction order of any Court or Authority and seller has got absolute right, title and interest to sell and transfer the same in any manner whatsoever. Since the Building is under construction and the Sale Deed will

be executed later on, hence the parties have decided to enter into this Agreement on the following terms and conditions.

: NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:

1. That the Seller has agreed to sell Flat No. on floor having super built up area measuring Sq. Meters and Carpet area measuring Sq. Meters along with undivided proportionate land area measuring Sq. Meters and one Car Parking Space at residential Building Complex known as "....." At Mauza Meharban Singh Ka Purwa, Kanpur Nagar to the Purchaser at the Sale Consideration of Rs./- (Rs.only) and the purchaser is also agree to purchase the same at the said Sale Consideration from the Seller.
2. That the seller does hereby acknowledge and confirm the receipt of Rs./- (Rs.....only) paid by the Purchaser to the Seller detailed and described in Schedule 'B' of this Agreement .
3. That the Purchaser shall pay the remaining Sale Consideration in the manner given in Schedule "C" of this Agreement to sell, if the Purchaser fails to pay the remaining Sale Consideration, he shall be responsible to pay interest @9% per annum for period of three months on the remaining Sale Consideration, even then the Purchaser fails to pay the remaining Sale Consideration, then the Seller shall have right to revoke this Agreement to Sell by a notice of seven days and forfeit 15% of the advance money and the Agreement to sell shall stand cancelled and the purchaser shall have no right to claim anything whatsoever.
4. That if the Seller fail to construct and transfer the Flat hereby agreed to be sold to the Purchaser, the Purchaser shall have right to enforce this Agreement to sell under the Specific Relief Act through Court and get the Sale Deed executed of the said Flat in his favor at his own cost and risk.
5. That the tentative period for completion of the Building is up to October, 2020 if the Building is not completed up to the said period due to force majeure in such events the such period shall be extended accordingly and Seller shall not be liable or responsible for anything whatsoever.
6. That the possession of the Flat agrees to be sold has not been delivered to the Purchaser through this Agreement to Sell by this Seller and the actual, physical and vacant possession of the Flat hereby agreed to be sold shall be delivered by the seller to the purchaser at the time of execution of the Sale Deed on receipt of the entire Sale Consideration. The purchaser shall be responsible to pay the entire Sale Consideration at the time of completion of the Flat in terms of the Agreement as notified by the Seller failing which the Purchaser shall be responsible to pay interest on the remaining Sale Consideration, the Purchaser shall also be responsible to pay maintenance and incidental charges if any from the date of intimation issued by the Seller.

- 7.** That the Seller shall always have right to use all the common facilities, common path ways, lawn, Sewerage lines, main gate for egress and ingress for the extension of the project on the adjoining land to be acquired by it and the purchaser shall have no right to make any objection whatsoever.
- 8.** That the seller shall provide internal road, main gate for egress and ingress, bore-well, boundary wall, lifts, stairs etc. and shall also fit fire fighting system and shall obtain N.O.C from the concerning department.
- 9.** That it is agreed by and between the parties of this agreement to sell that all the expenses incurred in execution of this Agreement to sell have been borne by the purchaser and the expenses to be incurred in execution of the Sake Deed i.e. Stamp Duty, Registration Fee, Counsel Fee, typing charges and Photostat Copy charges etc. shall also be borne by the Purchaser. The Seller shall have no concern with any of the expenses hereinbefore written.

SCHEDULE 'A'

BOUNDARIES Of Flat No.onfloor constructed at part of project Land known as "....." Situated at Mauza Meharban Singh Ka Purwa, Kanpur Nagar:-

Meharban Singh Ka Purwa, Kanpur Nagar:-

Noth ::

South ::

East ::

West ::

SCHEDULE 'B'

DETAILS AND DESCRIPTION of advance money of Rs...../
(Rs.....only) out of total Sale Consideration of Rs..... Rs.
/- Vide Cheque No. Dated.....

Rs...../- Total. (Rupees.....only)

SCHEDULE 'C'

SCHEDULE OF payment of remaining Sale consideration payable by Purchaser to the Seller.

Rs /- on completion of foundation work.

IN WITNESS WHEREOF the parties hereto have put their respective signatures on this AGREEMENT TO SELL on the day, month and year first above written in presence of the following two witness without any coercion, undue influence, pressure, bar or any interruption in any manner whatsoever.

WITNESS ::

SELLER

1.

2.

PURCHASER.

Drafted by me and print in my office ;

(Arvind Kumar Srivastava)
Advocate