

AGREEMENT TO SALE

THIS AGREEMENT TO SALE is made and executed on this 12th day of May, 2017 at Kanpur Nagar

BETWEEN

GRACELAND DEVELOPERS PRIVATE LIMITED, a Company duly incorporated under the Indian Companies Act 2013, having its registered head office at Shop No. 101/102, WHC Road, Swapnil Tarangini Apartment , Plot No. J-12, Laxmi Nagar, Nagpur, Maharashtra 440022 and Local Office at Gracelands 15/59-C, Vrindavan Society, near D.A.V. College, Civil Lines, Kanpur – 208001 through its Director/ Authorized Signatory Mr. Tej Narayan Singh S/o Dhruv Narayan Singh, R/o 375/3, Narayan Kutti, Near CHakeri Railway Station, Post Sanigavan, Chakeri, Kanpur Nagar, duly authorised and empowered to sign and execute this Agreement vide Resolution dated 12th Day of April 2017 passed in the meeting of Board of Directors of the Company, hereinafter referred to as the “LAND OWNER/ DEVELOPER/

VENDOR", which expression unless repugnant to the context shall mean and include its successors, executors, legal representatives, administrators and assigns, **OF THE FIRST PART;**

AND

Mr., adult, **S/o.....**, **R/o.....**, hereinafter referred to as the "**VENDEE**", which expression unless repugnant to the context shall mean and include his heirs, successors, executors, legal representatives, administrators and assigns, **OF THE SECOND PART.**

WHEREAS Graceland Developers Private Limited, the First Party purchased various land at Mauza Village Meharban Singh Ka Purwa, Pargana and Tehsil Kanpur Sadar, District Kanpur Nagar through registered Sale Deeds detailed herein given below:-

- 1- **Part of Arazi No. 1203** measuring 0.2660 Hect., **Arazi No. 1195** measuring 0.2460 Hect., **Arazi No. 1197** measuring 0.9120 Hect., Khata No. 18, **Arazi No. 1198** measuring 0.0310 Hect., Khata No. 18, **Arazi No. 1199** measuring 0.0920 Hect., **Arazi No. 1201-Min.** measuring 0.5080 Hect., Khata No. 72, **Arazi No. 1201-Min.** measuring 0.2530 Hect., **Arazi No. 1200** measuring 0.4610 Hect., and **Arazi No. 1205** measuring 0.1230 Hect., **Total area 2.8920 Hect.** from its erstwhile owners vide Sale Deed:
 - a) Dated 09.09.2010 Sale Deed duly registered in the Office of Sub-Registrar, Zone-4, Kanpur Nagar as Book No. 1 Volume 5750 at pages 287 to 322 at Serial No. 5796 on 09.09.2010 and
 - b) Dated 09.09.2010 Sale Deed duly registered in the Office of Sub-Registrar, Zone-4, Kanpur Nagar as Book No. 1 Volume 5750 at pages 351 to 392 at Serial No. 5798 on 09.09.2010 and
 - c) Dated 17.07.2014 Sale Deed duly registered in the Office of Sub-Registrar, Zone-4, Kanpur Nagar as Book No. 1 Volume 8310 at pages 355 to 400 at Serial No. 7109 on 17.07.2014,
- 2- **Part of Arazi No. 1201-Min.** measuring 0.2530 Hect. situated at Village Meharban Singh Ka Purwa, Kanpur Nagar from its erstwhile owners vide Sale Deed dated 17.07.2014 Sale Deed duly registered in the Office of Sub-Registrar, Zone-4, Kanpur Nagar as Book No. 1 Volume 8310 at pages 327 to 354 at Serial No. 7108 on 17.07.2014,
- 3- **Part of Arazi No. 1202** measuring 0.4027 Hect. out of Arazi No. 1202 measuring 0.6040 Hect. situated at Village Meharban Singh Ka Purwa, Kanpur Nagar from its erstwhile owners vide Sale Deed dated 26.08.2014 Sale Deed duly registered in the Office of Sub-Registrar, Zone-4, Kanpur Nagar as Book No. 1 Volume 8403 at pages 253 to 296 at Serial No. 8607 on 26.08.2014;
- 4- **Part of Arazi No. 1202** measuring 0.2013 Hect. out of Arazi No. 1202 measuring 0.6040 Hect. situated at Village Meharban Singh Ka Purwa, Kanpur Nagar from its erstwhile owners vide Sale Deed dated 07.08.2014 Sale Deed duly registered

in the Office of Sub-Registrar, Zone-4, Kanpur Nagar as Book No. 1 Volume 8368 at pages 235 to 272 at Serial No. 8642 on 07.08.2014;

AND WHEREAS in the manner mentioned above, Graceland Developers Private Limited, the First Party became Owner in possession of Arazi No. 1195, 1197, 1198, 1199, 1200, 1201, 1202, 1203 & 1205 total admeasuring 3.5477 Hect. Or 35,477 Sq. Mtrs. out of. situated at Village Meharban Singh Ka Purwa, Kanpur Nagar, having all rights, title, claim and interest therein;

AND WHEREAS in order to construct a multi-storeyed residential building consisting of residential flats over the said land which can be used independently with certain common facilities and amenities jointly, the First Party deposited a sum of Rs./- on towards development/ betterment charges with Kanpur Development Authority and K.D.A. accorded permission and sanctioned the project map of total 04 (Four) plots namely 'A' measuring 5317.65 Sq. Mtrs., Plot 'B' measuring 5836.20 Sq. Mtrs., Plot 'C' measuring 2386.17 Sq. Mtrs. & Plot 'D' measuring 2056.57 Sq. Mtrs. and the Kanpur Development Authority accorded permission for construction of said multi-storeyed residential building vide Permit No. 367/Bhawan/14-15 dated 21.03.2017;

AND WHEREAS the Vendor has started to raise construction of a multi-storeyed building over plot No. 'A' of Arazi No. 1199, 1200, 1201, 1203 & 1205 total admeasuring 5317.65 Sq. Mtrs. situated at Village Meharban Singh Ka Purwa, Kanpur Nagar named and styled as "GRACE CITY", consisting of several flats therein and offered to sale the Flats of the Building Complex, the Vendee having come to know the offer of the Vendor, is agree to purchase the Flat No..... on thend floor having covered area admeasuring Sq. Ft. (..... Sq mtr.) along with proportionate undivided share in land admeasuring 5317.69 Sq. Mtrs. constructed in the said residential Building Complex named and styled as GRACE CITY, which is hereinafter referred to as the 'Flat in question', as detailed and bounded in Schedule 'A' of this Agreement at the sale consideration of Rs./- Rs.....only) besides the applicable taxes fixed and considering the said price to be adequate, representing the fair market rate and best possible price, the Vendor has accepted the same and agreed to sale the flat in question in favour of the Vendee for the aforesaid sale consideration;

AND WHEREAS the Vendor have assured the Vendee that the flat in question hereby agreed to be sold is free from all sorts of encumbrances, charges, demands, liens, litigations, mortgages, attachment to sale, acquisition or requisition and have not been restrained from selling, transferring, alienating or mortgaging the same by way of any injunction order or any Court or Authority and they have got absolute right, title and interest to sale and transfer the flat in question in any manner whatsoever;

AND WHEREAS 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 mutually settled between them.

NOW THIS AGREEMENT TO SALE WITNESSETH AS HERE UNDER:-

1. That the Vendor has agreed to sale and the Vendee to purchase **Flat No. on theth floor** having covered area admeasuring Sq. Ft. (..... Sq mtr.) along with proportionate undivided share and interest in land admeasuring **5317.69** Sq. Mtrs. constructed in the said residential Building Complex named and styled as GRACE CITY existing over Plot No. 'A' of Arazi No. 1199, 1200, 1201, 1203 & 1205 situated at Village Meharban Singh Ka Purwa, Kanpur Nagar, as detailed and bounded in **Schedule 'A'** given at the foot of this agreement, including one covered Parking space and .. KW **Electric connection, .. KVA DV** set backup in the residential Building Complex named and styled as GRACE CITY for the total sale consideration of Rs. **Rs./- (Rupeesonly).**

2. That the Vendee has agreed to pay the consideration to the Vendor as under:-

a) Rs./- (Rupees..... only) to the Vendor by Cheque No.dated drawn on at the time of booking,

b) Rs./- (Rupees only) to the Vendor by Cheque No. dated drawn on,

Rs./- (Rupees only)

The Vendor acknowledge to have received a sum of Rs./- (Rupeesonly) being part payment as advance money at the time of execution of this Agreement to sale from the Vendee and balance of Rs./- (Rupees only) is to be payable by the Vendee to the Vendor **on or before** (as per schedule mentioned), which is agreed and accepted by both the parties to this Agreement to sale.

3. That it is agreed that the Vendee shall pay the balance consideration as stated herein above in time as agreed and shall pay the same at the stipulated dates. If the Vendee fails to pay the installments as agreed herein on the stipulated dates, the interest at the rate of 2% per month shall be charged on the defaulted amount from the due date till actual payment, but in no case payment of installment with interest shall be delayed beyond two months from the due date. Similarly it is agreed that the Vendor shall keep all necessary NOC for sale, etc. ready well in advance and shall deliver the same to the Vendee at the time of execution of sale deed. It is agreed that the payment of consideration in "**Time is an essence of Contract**" of this Agreement. If the Vendee fails to make payment of balance consideration as agreed herein above the damages over and above the interest stipulated herein shall be charged at the option of the Vendor forthwith on default of any of installments and time for execution of Sale Deed may be extended or the agreement shall be terminated by the Vendor and on termination of the Agreement, **10% of the total agreed** consideration shall be deducted and the balance, if any, shall be refunded to the Vendee forthwith and thereafter the Vendor shall be free to sell the flat in question to any one else they like, deem fit and proper and in that event the Vendee shall not have any right to raise objection whatsoever. It is agreed that parties to this Agreement shall co-operate and shall see that the Sale Deed is executed in time on

receipt of full and final consideration from the Vendee herein by the Vendor.

4. That the Vendor assures to the Vendee that the flat in question hereby agreed to be sold is the property belonging to them and that none except them have any number of right, title or interest whatsoever in respect of same. The Vendee has satisfied himself with respect to the title of the Vendor to the said property as good, valid and marketable and has accepted the same.

5. That the Vendor covenants that they have agreed to sale the flat in question to the Vendee and that the same is free from all encumbrances, charges, mortgage and the interest hereby agreed to be transferred to the Vendee subsists and the Vendor has absolute right and full authority to transfer the same by way of sale to the Vendee absolutely forever. That the Vendor has not done any act whereby flat hereby agreed to be transferred is encumbered in any way or whereby they are debarred from transferring the same by way sale to the Vendee absolutely forever.

6. That the Vendor further covenant that they have not agreed to sell the flat in question to any one else except the Vendee herein above. It is hereby agreed that the Vendor shall not deliver and Vendee shall not take possession of the flat in question proposed to be acquired by the Vendee until and unless all amounts, dues, cost, expenses, charges and deposits etc. payable by the Vendee are paid to the Vendor. It is clearly understood that between the parties hereto that the Vendor shall execute the Sale Deed in favour of the Vendee only after receipt of entire sale consideration and all dues have been paid to the Vendor. That the Vendor shall in no case be responsible for delay in completion of construction if it is caused due to delay of payment made by the Vendee.

7. That the Vendor shall not be responsible for any delay if it is caused by force of majeure, act of God, enemies or responsible cause beyond the control of Vendor including the natural disaster. In case of such delay, the Vendor shall be entitled as of right of such extension of time for completion of such works as the Vendor feels in accordance with the circumstances of the case. The Vendee shall accept the decision of the Vendor in this behalf as final.

8. That the Vendor will deliver actual possession of the flat in question with undivided proportionate share in land relatable to the F.S.I. and built up area hereby agreed to be sold to the Vendee on receipt of full and final consideration as agreed herein-above and he shall not occupy the flat in question without prior written permission and shall use the flat in question for residential purpose only.

9. That it is agreed that Vendee shall pay municipal taxes, maintenance, electricity charges and proportionate KDA lease rent/ ground charges and cess as may be levied on said Premises time to time after taking over of an actual possession of the said Premises.

10. That it is agreed that although the Vendee will be the joint owner of the said plot of land having undivided proportionate variable share and interest therein, it will be accessible to the other co-owners of "GRACE CITY" thereof. The Vendee shall not be entitled to the exclusive use and/ or occupation of any portion of the said plot of land.

11. That the Vendor reserves unconditional rights to revise the sanction plan or re-revise from the concerned authority and rights to erect any additional construction on the available open space or the top or terrace of the building in the event of any increase in the permission F.S.I. in relation to the said plot of land in future and in such contingency the Vendee shall not be entitled to claim the refund or damages from the Vendor and the Vendor shall also be entitled to utilize and use the said additional F.S.I./ TDR for additional construction and to sale the same to the prospective purchaser with facility to use and enjoy the available common areas and facilities.

12. That the Vendee further agrees to bear or pay to the Vendor, as the case may be, besides the other payments, such sums as may be required to be paid on account of cost of stamp duty, registration fees, legal charges, Society Membership charges/ Society formation charges, deposit towards electric meter installation from transformer, water meter, drafting charges, VAT works contract Tax as applicable, service tax as applicable, and/ or any other tax levied by the State or Central Government from time to time and that the decision of the Vendor as to the determination of these sums shall be final and binding upon the Vendee.

13. That if the KESCO insists upon the installation of power transformer for the building then in such case the Vendee agrees to provide and constitute the proportionate cost thereof which will be besides the cost of construction hereinabove agreed by him.

14. That the Vendee shall use Flat in question chosen by him for legal purpose only and shall not do or cause to be done any act or thing to the annoyance of the other owners. It is further agreed by the Vendee that said flat purchased by him under this agreement shall not be used for business of lottery, gambling, wine/ liquor or meat or any non-vegetarian hotel, floor mill, poultry, Casino, Video Club, Auto Mechanical Works, inflammable articles selling outlet etc. and for any activities which is forbidden by law of land and in case it is found so the Vendor shall have all right to take action for closure of the same without notice.

15. That it is agreed by and between the parties hereto that any dispute arising between the parties hereto, in view of this Agreement, the parties hereto specifically agree not to approach any court of law or consumer dispute redressal forum/ commission etc. without first availing the facility of settling the dispute amicably amongst the parties. The jurisdiction for this Agreement shall be of Competent Civil Court at Kanpur.

16. That the Vendor shall be exclusive in charge of construction of the proposed building including the Apartment chosen by the Vendee in all respects without any let or hindrance or interference by the Vendee or any other contractor and under no circumstances the Vendee shall enter into any building contract of his apartment with an Engineer, Architect, Building Contractor or any other supervising agency and such contract if made by him, it shall be void and not binding upon the Vendor.

17. That it is agreed that the Vendee shall borne and pay the service Tax as applicable. It is agreed that necessary expenses, charges, stamp duty etc. for execution and registration of Agreement to Sale and Sale Deed to be executed by

the Vendor shall be borne and paid by the Vendee.

SCHEDULE 'A'

DETAILS OF FLAT IN QUESTION HEREBY AGREED TO BE SOLD

Flat No. on theth floor, having covered area admeasuring **Sq. Ft.** (**..... Sq mtr.**) constructed in the said residential Building Complex named and styled as GRACE CITY existing over Plot No. 'A' of Arazi No. 1199, 1200, 1201, 1203 & 1205 situated at Village Meharban Singh Ka Purwa, Kanpur Nagar, bounded as under:-

NORTH :
SOUTH :
EAST :
WEST :

IN WITNESS WHEREOF the parties hereto have put and subscribed his respective hands to this agreement in his sound mind, good health and proper sense, without any coercion or undue influence in presence of the witnesses on the day, month and the year mentioned first above.

WITNESSES:

1. **VENDOR**

2. **VENDEE.**