

PROPOSED AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed on this 4th day of January Year 2025 at Kanpur Nagar ;

B E T W E E N

(1) Smt. Anuradha Mehrotra, adult W/o. Shri Sudhir Kumar Mehrotra (2) Shri Anubhav Mehrotra, adult S/o. Shri Sudhir Kumar Mehrotra through his attorney Shri Shudhir Kumar Mehrotra, adult S/o. Shri Krishna Mehrotra and (3) Shri Shudhir Kumar Mehrotra, adult S/o. Shri Krishna Mehrotra all R/o. 15/265-C, Civil Lines, Kanpur ; hereinafter referred to as the "Land Owners"/First Party and ; RATAN HOUSING DEVELOPMENT LIMITED, a Company duly incorporated under the Companies Act having its registered office at 113/70, Swaroop Nagar, Kanpur Nagar through it's Authorised Signatory Shri adult, son of, C/o. 113/70, Swaroop Nagar, Kanpur Nagar (Authorised vide resolution dated passed in the meeting of Board of Director held on) ; hereinafter referred to as the "Developer/Second Party ; the term land owner/First Party and Developer/Second Party are hereinafter jointly referred to as the 'Sellers' (which expression unless repugnant to the context shall mean and include it's heirs, legal representatives, successors and assigness etc.) ;

AND

Shri adult S/o. Shri R/o. Kanpur Nagar ; hereinafter referred to as the "Purchaser" (which expression unless repugnant to the context shall mean and include his/her/their heirs, legal representatives, Successors and assignees etc.)

WHEREAS Smt. Anuradha Mehrotra W/o. Shri Sudhir Kumar Mehrotra purchased part of Arazi No. 221 admeasuring 0.2715 Hectare out of total land area 0.543 Hectare at village Sambharpur, Kanpur Nagar from it's erstwhile owner Shri Haripal Singh vide sale deed dated 07.04.2010 which is registered in Book No. I Volume 4444 at pages 81 to 98 at No. 1635 on 07.04.2010 in the office of Sub-Registrar Zone-II, Kanpur

Nagar.

AND WHEREAS Smt. Anuradha Mehrotra W/o. Shri Sudhir Kumar Mehrotra purchased entire land of Arazi No. 224 admeasuring 0.089 Hectare at village Sambharpur, Kanpur Nagar from it's erstwhile owners Smt. Indirana, Smt. Ratna, Smt. Chandrawati vide sale deed dated 12.12.2011 which is registered in Book No. I Volume 5162 at pages 347 to 380 at No. 5894 on 12.12.2011 in the office of Sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS Smt. Anuradha Mehrotra W/o. Shri Sudhir Kumar Mehrotra purchased 2/3rd part of Arazi No. 222 admeasuring 0.060 Hectare and 3/7th part of Arazi No. 223 admeasuring 0.0386 Hectare at village Sambharpur, Kanpur Nagar from it's erstwhile owners Shri Kalicharan and others vide sale deed dated 15.09.2011 which is registered in Book No. I Volume 5051 at pages 1 to 40 at No. 8842 on 16.09.2011 in the office of Sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS Smt. Anuradha Mehrotra W/o. Shri Sudhir Kumar Mehrotra purchased 2/7th part of Arazi No. 223 admeasuring 0.0258 Hectare at village Sambharpur, Kanpur Nagar from it's erstwhile owners Shri Ganesh Prasad and others vide sale deed dated 28.06.2013 which is registered in Book No. I Volume 6086 at pages 99 to 122 at No. 3844 in the office of Sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS Shri Anubhav Mehrotra s/o. Shri Sudhir Kumar Mehrotra purchased Arazi No. 222 admeasuring 0.090 Hectare and 1/7th share of Arazi No. 223 admeasuring 0.0129 Hectare total 0.1029 Hectare at village Sambharpur, Kanpur Nagar from it's erstwhile owners Smt. Anuradha Mehrotra, Shri Bhadai, Shri Tinku, Shri Suraj, Shri Anil and Shri Sumit vide sale deed dated 11.04.2018 which is registered in Book No. I Volume 8790 at pages 211 to 250 at No. 2172 on 11.04.2018 in the office of Sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS Shri Sudhir Kumar Mehrotra purchased part of Arazi No. 223 admeasuring 0.0128 Hectare at village Sambharpur, Kanpur Nagar from it's erstwhile owner Shri Ram Chandra S/o. late Cheda Lal vide sale deed dated 18.04.2023 which is registered in Book No. I Volume 10508 at pages 303 to 320 at No. 2822 on 18.04.2022 in

the office of Sub-Registrar Zone-I, Kanpur Nagar.

AND WHEREAS Shri Sudhir Kumar Mehrotra also purchased private plot No. 9 part of Arazi No. 215 admeasuring 514.20 Square Meters at village Sambharpur, Kanpur Nagar from Jai Bharat Sehkari Awas Samiti Limited vide Sale Deed dated 19.02.2010 which is registered in Book No. I Volume 4373 at pages 291 to 300 at No. 646 in the office of Sub-Registrar Zone-I, Kanpur Nagar.

AND WHEREAS Shri Sudhir Kumar Mehrotra also purchased private plot No. 6,7 and 8 part of Arazi No. 214 admeasuring 367.884 Square Meters at village Sambharpur, Kanpur Nagar from Jai Bharat Sehkari Awas Samiti Limited vide Sale Deed dated 04.07.2012 which is registered in Book No. I Volume 5514 at pages 361 to 384 at No. 3905 in the office of Sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS Shri Sudhir Kumar Mehrotra also purchased part of Arazi No. 793 admeasuring 0.695 Hectare at village Bairi Akbarpur Kachhar, Kanpur Nagar from it's erstwhile owners Shri Harish Chandra and others vide sale deed dated 01.06.2023 which is registered in Book No. I Volume 14974 at pages 239 to 260 at No. 10048 on 26.09.2023 in the office of Sub-Registrar Zone-IV, Kanpur Nagar.

AND WHEREAS Smt. Anuradha Mehrotra individually entered into a builder agreement with Ratan Housing Development Limited for Development of her land and construction of residential flats vide agreement dated 17.11.2023 which is registered in Book No. I Volume 15083 at pages 239 to 258 at No. 12172 on 17.11.2023 in the office of Sub-Registrar Zone-IV, Kanpur Nagar.

AND WHEREAS Shri Anubhav Mehrotra S/o. Shri Sudhir Kumar Mehrotra, Smt. Anuradha Mehrotra W/o. Shri Sudhir Kumar Mehrotra and Shri Sudhir Kumar Mehrotra jointly entered into a builder agreement with Ratan Housing Development Limited for Development of their land and construction of residential flats vide agreement dated 17.11.2023 which is registered in Book No. I Volume 15083 at pages 259 to 282 at No. 12173 on 17.11.2023 in the office of Sub-Registrar Zone-IV, Kanpur Nagar.

AND WHEREAS Shri Sudhir Kumar Mehrotra S/o. Shri Krishna Mehrotra individually entered into a builder agreement with Ratan Housing Development Limited for Development of his land and construction of residential flats vide agreement dated 17.11.2023 which is registered in Book No. I Volume 15083 at pages 373 to 394 at No. 12178 on 17.11.2023 in the office of Sub-Registrar Zone-IV, Kanpur Nagar.

AND WHEREAS the aforesaid land i.e. part of Arazi No. 221, part of Arazi No. 222, Part of Arazi No. 223, Arazi No. 224, part of Arazi No. 214, part of Arazi No. 215 all at village Sambharpur, Kanpur Nagar and part of Arazi No. 793 at Bairi Akbarpur Kachhar, Kanpur Nagar total admeasuring Square Meters subject matter of above mentioned builder agreement are adjoining to each other and are individually and jointly owned by the land owners.

AND WHEREAS in pursuance of aforesaid agreements the second party submitted a map to Kanpur Development Authority in the name of land owners for the construction of residential building complex consisting of residential flats on the land total admeasuring Sq. Mtrs. owned by land owners fully bounded and detailed in schedule A of this deed ; herein before detailed in this sale deed hereinafter referred with the word 'project land', the second party deposited sum of Rs./- towards betterment and other charges with the Kanpur Development Authority and The Kanpur Development authority accorded permission vide permit No. KDA/BP/23-24/1399 dated 2025-07-17. The second party also obtained permissions and no objection from other departments required for sanction of the map.

AND WHEREAS the vendors have given out that they shall provide internal roads, lawns in the residential project known as Shri Krishna Ratan to be constructed on the part of the land of Arazies detailed hereinbefore and there will be sewerage treatment plant also. The land of the road, lawn, sewerage treatment plant shall not be transferred, however the land underneath the building as well as land whereon some of the common facilities are situated shall be transferred in proportion to the area of the flat and the vendors shall always have right to use the roads, lawns, sewerage treatment plant, sewerage line for their any adjoining

project. The total land area Sq. Mtrs. out of which the area for constructions of building consisting of flats is Sq. Mtrs. and Sq. Mtrs. area is for some of the common facilities and amenities, rest of the area is for lawns, roads etc. . The vendors have also given out that the Super built up area of the flat shall mean the area including the common facilities and amenities and carpet area of the flat shall mean the area of the flat within the walls.

AND WHEREAS the sellers started to raise the construction after registration with the RERA and offered to sell the flats at the rates fixed by the land owners and developers, the purchaser having come to know the offer of the sellers agreed to purchase flat No. on Floor ; hereinafter referred to as having super built up area admeasuring Sq. Mtrs. and carpet area admeasuring Sq. Mtrs. alongwith undivided proportionate land area Sq. Mtrs. at residential building complex known as "Shri Krishna Ratan" fully bounded and detailed in schedule "A" of this agreement to sell at the sale consideration of Rs./- (Rupees only) and the sellers agreed to sell the aforesaid flat to the purchaser vide allotment agreement dated

AND WHEREAS the sellers have assured to the purchaser that the flat hereby agreed to be sold is free from all sorts of encumbrances, charges, demands, liens, litigations, mortgages, attachments, prior agreement to sell, acquisition or requisition. The sellers have not been restrained from selling, transferring, alienating or mortgaging the same by way of any injunction order of any court or authority and the sellers have got absolute right, title and interest to sell and transfer the same in any manner whatsoever. Since the construction of the building is completed and is ready for possession 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 THEREFORE THIS AGREEMENT TO SELL WITNESSETH AS
HEREUNDER :

1. That the Sellers have agreed to sell Flat No. on floor having super built up area admeasuring Sq. Mtrs. and carpet area admeasuring Sq. Mtrs. alongwith undivided proportionate land area Sq. Mtrs. with a right to use the common facilities and amenities provided in the residential building complex known as "Shri Krishna Ratan" at Mauja Sambharpur and Bairi Akbarpur Kachar Kanpur Nagar to the purchaser at the sale consideration of Rs./- (Rupees only) and the purchaser is also agree to purchase the same at the said sale consideration from the sellers.
2. That the sellers do hereby acknowledge and confirm the receipt of Rs./- paid by the purchaser to the sellers as advance money out of the total sale consideration of Rs./- in the manner detailed and described in Schedule 'B' of this agreement. The remaining sale consideration shall be paid by the purchaser to the sellers in the following manner :-
It is also agreed by and between the parties that the tentative period for completion of the residential complex is subject to force majeure if the sellers fail to complete the construction up to the said period they shall be responsible to pay interest @ 9% per annum to the purchaser on the advance money for the delayed period.
3. That If the purchaser fails to pay the remaining sale consideration in the manner detailed and described earlier, he shall be responsible to pay interest @ 9% per annum up to a period of 3 months on the remaining sale consideration even then the purchaser fails to pay the remaining sale consideration then the sellers shall have right to revoke this agreement to sell by a notice of thirty days and returned the advance money after deducting the expenses and this agreement to sell shall stand cancelled and the purchaser shall have no right to claim anything whatsoever from sellers.
4. That if the sellers fail to sell and transfer the flat hereby agreed to be sold, 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 favour at his own cost and risk.

5. That the possession of the flat agreed to be sold has not been delivered to the purchaser through this agreement to sell by the sellers and the actual, physical and vacant possession of the flat hereby agreed to be sold shall be delivered by the sellers to the purchaser after obtaining the completion certificate 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 within the stipulated period in terms of this agreement as well as notified by the sellers failing which the purchaser shall be responsible to pay interest on the remaining sale consideration, maintenance and incidental charges if any.

6. That the sellers shall always have right to use all the common facilities, common path ways, park, club, pool, sewerage line, water lines, main gate for egress and ingress for the extension of the project on the adjoining land to be acquired by them and the purchaser shall have no right to make any objection whatsoever.

7. That the sellers have provided internal road, main gate for egress and ingress, swimming pool, bore well, boundary wall, lift, stairs etc. and have also fitted fire fighting system and have obtained N.O.C. from the concerning department.

8. 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 purchaser shall further be responsible to bear all the expenses to be incurred in execution of the sale deed i.e. stamp duty, registration fee, counsel fee, typing charges and Photostat copies etc. The sellers shall have no concern with any of the expenses hereinbefore written.

SCHEDULE 'A'

BOUNDARIES of project land i.e. part of Arazi No. 214 and 215, part of Arazi No. 221, part of Arazi No. 222 part of Arazi No. 223 and part of Arazi No. 224 at Sambharpur and part of Arazi No. 793 at Bairi Akbarpur Kachar, Kanpur Nagar.

North	: Other land
South	: Other agricultural land

East : Road and other land
 West : Other agricultural land

Boundaries of Flat No. on Floor constructed at Project Land known as 'Shri Krishna Ratan' situated at Mauja Sambharpur and Bairi Akbarpur Kachhar, Kanpur Nagar.

North :
 South :
 East :
 West :

SCHEDULE -B

Details and description of advance money of Rs./- paid by the vendees to the vendor out of the total sale consideration of Rs./-.

:: SCHEDULE 'C' ::

DETAIL AND DESCRIPTION of common facilities and amenities :
 Fountain, open kids play area, Gazebo, Swimming pool, Baby pool, Half basket ball court, walking track, badminton court, community hall, indoor games area, indoor gym, lift, Generator Backup for common spaces, 2 KVA power back for flat, overhead water storage tanks, sewerage line, water line, sewerage treatment plant, common area lighting and wiring, passage and common road, boundary wall, main gate, electric lines, column, beams, pillars, walls etc. Landscape area.

IN WITNESS WHEREOF the parties hereto have put and subscribed their respective hands on this Agreement after fully reading and understanding the contents, without any coercion or undue influence, in the presence of witnesses on the day, month and year first above written.

WITNESSES

1.

SELLERS

2.

PURCHASER

Drafted by me and
Print in my office :

(Arvind Kumar Srivastava)
Advocate