

## Agreement to sale

This Agreement to sell is executed between M/s Uttam Ventures Private Limited P.No.1/133,Shop No-2&3, Floor II, Friends Shoppe, Hari Parvat Chauraha, Agra through its Director Mr Sanjeev Kumar Singh son of Mr Uttam Singh resident of 74 – Kalindi Puram, Mau Road, Agra (hereinafter referred to as the First Party ) which expression shall mean and include its legal representative, transferees, assignees, nominees and executors etc. of the one part

**And**

Mr.....S/o.....and.....  
....W/o.....resident of

..... hereinafter referred to as the Second Party  
which expression shall mean and include its legal representative, transferees,  
assignees, nominees and executors etc. of the other part.

Whereas

- A. That Gata no 2402 measuring 10030.40 sq.mt. situated in Village Raibha, Tehsil Kirawali Agra was purchased by Uttam Ventures Private Limited, Agra from the last owner Mr Shibbo, Mrs Manorma Rani Agarwal, Mrs Richa Bindal and Mrs Pranjal Bindal.
- B. That Shri Shibbo son of Late Shri Karua resident of Village Raibha Tehsil Kirawali, Agra, Smt Manorma Rani Agarwal w/o Shri Gopal prasad, Smt Richa Bindal w/o Mr Jitendra Bindal and Smt Pranjal Bindal w/o Shri Indresh Bindal Resident of G-79 Kamla Nagar Block G, Agra has sold the gata no. 2402, measuring 11450 sq.mtr. Situated at Village Raibha Tehsil Kirawali, Agra to the Seller vide a registered Sale Deed dt. 10/08/2015, which is duly registered in the office of Sub-Registrar tehsil Kirawali, Agra vide Bahi No. 1 Jild No. 4193, Pages 389 to 422, Sl.No. 8301, dated 10/08/2015.
- C. The Seller is in possession of the said Plot located at Village Raibha Tehsil Kirawali and District Agra, in the state of Uttar Pradesh, wherein the Seller is developing a Plotting Project in the name and style of **“Suman Enclave”**, (which Plotting Project is hereinafter referred to as the **“Project”**), as per approval Given by Zila Panchayat, Agra

And whereas the purchasers were interested to purchase the aforesaid flat measuring carpet area of ..... sqr.mt Project known as “Suman Enclave” being constructed on free hold Gata No 2402, measuring 11450 sqr.mtr. in

that plot approved area is 10030.40 situated at Village Raibha Tehsil Kirawali Agra.

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER

1. That in pursuance of aforesaid agreement and in consideration of Rs...../- (.....) the first party have agree to sell and transfer the Plot no ..... measuring carpet area of..... sqr.mt. Situated in Project known as "Suman Enclave" constructed on Gata No. 2402, measuring 11450 sqr.mtr. in that plot approved area is 10030.40 situated at Village Raibha Tehsil Kirawali Agra.

with a proportionate undivided share in the land (hereinafter referred to as the said Plots to the purchaser on the following terms and conditions (detail of Plotis given in the foot of this agreement.)

2. That the purchasers have paid a sum of Rs..... (.....) including amount paid at the time of booking and remaining amount will be paid by her as per Schedule A attached herewith.

3. That it has been agreed between the parties hereto that in respect of all payment to be made by the purchasers under this agreement in respect of the said flat/apartment time is the essence of the contract.
4. That the total Plot area is..... Sqr. Meter Carpet area of the said Plot is..... Sqr. Meter, The total cost of the Plot is Rs...../- Rs. Only
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.
6. That the purchasers have 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 purchasers hereby agreed that she 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 forfeit the entire amount of earnest money which will be the 25% of total sell consideration and shall have right to terminate / cancel this agreement to sell forthwith and the consequences of this agreement shall stands cancelled and purchasers will be left with no lien on the said flat/apartment. 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 purchasers

will 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 purchasers within a period of 36 months 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 to the purchasers in the case of delay in handing over the possession on account of aforesaid reasons.
11. That the purchasers have agreed that under no circumstances the possession of the said flat/apartment shall be delivered by the seller to the purchasers 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 purchasers have 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 purchasers have no claim or right and such additional structure and storied shall be the exclusive property of the seller.
15. That the purchasers agree and bind 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 purchasers 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 purchasers agree to pay on demand the proportionate taxes of all or any kind whatsoever whether levied or levied 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 purchasers hereby agreed to pay from time to time and at all times, the amount which the purchasers are 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 purchasers will fulfill all the condition and terms of this agreement and will 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 purchasers will not use or permit the flat to be used for any purpose whatsoever other than for the residential purposes.
21. That the purchasers will 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 purchasers will 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 purchasers will 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 purchasers will not change the exterior of his flat and she shall not make any structural alteration or whatsoever nature in her 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 purchasers 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 purchasers will get her complete address registered with the seller otherwise the address as mentioned in this agreement will be considered as 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 Agra

Court only.

30. That purchasers 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 purchasers, the only responsibility and liability of the seller will be to pay the purchasers the total amount that may have been received by the seller and purchasers will 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 purchasers in pursuance of this agreement to sell. The possession of the said flat shall be delivered to the purchasers 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 borne by the purchasers only. In case any deficiency in payment of stamp duty, it shall be the sole liability of the purchaser.

The Total amount of payment of Rs /- is been received by the seller from the purchasers for which Seller acknowledges the receipt of the same.

### DETAIL OF PLOT

Plot No ..... measuring Carpet area of ..... sq.mt. situated at Village Raibha Tehsil Kirawali Agra in Project known as “Suman Enclave” Agra Developing at Gata No. 2402, measuring 10030.40 sq.mtr. situated at Village Raibha Tehsil Kirawali Agra bounded as under:-

North:

South:

East:

West:

In Witness thereof, the seller and purchasers have put their respective signature on this Agreement to sell on this \_\_\_\_\_ day of .....at Agra.

**WITNESSES:**

1. First party/Seller
2. Second party/ Purchasers