

AGREEMENT FOR SALE

This AGREEMENT FOR SALE of Flat in a Multi Storey Building Situated at **Mauza Sunrakh Banger Vrindavan, Teh. & Distt. Mathura (U.P.) in SHRI KRISHNA HEIGHTS** under KANHA INFRATECH LLP Which is a Multi storey Building, said **Flat No. _____, TYPE -BHK _____** Floor in **Block – _____** The Flat is disposing upto ceiling, Sale Consideration Rs. _____/- Circle Rate of Multi storey Building for Rs. 23000/- per Sq. Meter, Advance – Rs. _____ on Page No. ____ Serial No ____ . Valuation of Rs. _____/ - Stamp Paid for Rs. _____/- (General Stamp Rs./- + e-stamp Rs./- dt..... e-stamp is attached this document) S.R. IInd Mathura Under Mathura-Vrindavan Nagar Nigam.

This AGREEMENT FOR SALE made on this _____ between **KANHA INFRATECH LLP**, a firm registered under Limited Liability Partnership Act, 2008 having its registered office at **Arora Bhawan, Purana Shahar, Vrindaban - 281121, Dist. – Mathura (U. P.)** through its Authorized Partner **Mr. SANDEEP KUMAR ARORA S/o Shri Krishan Kumar Arora R/o Raman Reti, Vrindavan, Distt. Mathura**, hereinafter referred as the “Vendor”.

PAN NO. AAKFK3716B

&

Shri. _____, S/o. Shri. _____, R/O _____

PAN NO. _____

hereinafter called the VENDEE' (which expression shall unless repugnant to the context or law shall mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the Second Part.

That a Flat No. _____, _____ Floor in Block- _____, situated at **Mauja Sunrakh Banger Vrindavan, Teh. & Distt. Mathura** in Multi storey Building named **SHRI KRISHNA HEIGHTS**. That the above mentioned Multistorey building is constructed on land of khasra No. 824 and the Carpet area of the above FLAT is _____, BALCONY AREA _____, BUILT UP AREA _____ and SUPER BUILT UP AREA _____ and surrounding four sides are as below:-

East : _____

West : _____

North : _____

South: _____

AND WHEREAS **KANHA INFRATECH LLP**, a firm registered under Limited Liability Partnership Act, 2008 having its registered office at **Arora Bhawan, Purana Shahar, Vrindaban - 281121, Dist. –**

Mathura (U. P.), purchased this land from Sh. Kapil Dev Upadhyay and Mr. Sandeep Kumar Arora by way of Registered sale deed which is registered in the office of Sub-registrar IInd, Mathura, dated 31-07-2010 Book No. 01, Volume No. 3822, Page Nos. 27/100, Serial No. 7710 and after getting approval from MVDA, Mathura the said Company has constructed/is constructing a residential group housing building on the said land under the name and style known as **SHRI KRISHNA HEIGHTS**.

AND WHEARS the said VENDOR is the sole and absolute owner in possession of freehold residential Flat measuring the Carpet area of the above FLAT is _____, BALCONY AREA _____, BUILT UP AREA _____ and SUPER BUILT UP AREA _____ Situated at **Mauza Sunrakh Banger Vrindavan, Teh. & Distt. Mathura (U.P.) in SHRI KRISHNA HEIGHTS** Project hereinafter called the "said FLAT".

AND WHEREAS the Vendee as per above name, applied to the Vendor for the purchase of above said freehold residential FLAT situated at **Mauza Sunrakh Banger Vrindavan, Teh. & Distt. Mathura (U.P.) in SHRI KRISHNA HEIGHTS** Project.

AND WHEREAS the Vendor has agreed to sell the Vendee as per above name, freehold residential FLAT in the building known as **SHRI KRISHNA HEIGHTS, Mauza Sunrakh Bangar, Vrindavan, The & Distt. Mathura, U.P.** for a total consideration of Rs. / (Rupees..... only) out of which the Vendor has received Rs. / (Rupees..... only) and the balance amount will be paid by the Vendee as follows:

INSTALLMENT PLAN

Time	BSP	Other Charges	Total Amount
On or before			
On or before			
On or before			
On or before			
On possession			
Total (Rs.)			

NOW THERE FORE THIS 'AGREEMENT FOR SALE' WITNESSETH AS UNDER:-

1. That the said **Flat No.** **Floor in Block-**..... situated in a multi storey building viz **SHRI KRISHNA HEIGHTS, Mauza Sunrakh Bangar, Vrindavan, The & Distt. Mathura, U.P.** consists of **Bed Room/s,** **Toilet/s,** **Drawing room, Balconies, Kitchen having** CARPET AREA _____, BALCONY AREA _____, BUILT UP AREA _____ and SUPER BUILT UP AREA _____ which is shown clearly with the map enclosed with this AGREEMENT FOR SALE.

2. That the Vendor has registered the said Group Housing Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Act Authority at UP RERA on 27/07/2017 under registration no. UPRERAPRJ7317.
3. All the papers related to the property and approved maps have been seen by the Vendee and the Vendee is completely satisfied with the papers. The Vendee has seen the construction quality and he/she is fully satisfied with that. There will be no claim by the vendee to the Vendor in future related to this matter.
4. The Vendee shall take the unit as it shall stand as per the sanctioned plan provided however the vendee hereby empowers the Vendor to make minor additions and alterations in the said unit subject to compliance of RERA Act, 2016 (if any).
5. No right title and interest of any nature whatsoever is being created in favour of the Vendee in respect of the said flat by virtue of this agreement until the Vendee has paid or deposited all the amounts herein agreed to be paid or deposited until the execution and registration of the Deed of Conveyance in favour of the Vendee in respect thereof.
6. The Vendor is expected to hand over the possession till March 2019 (Block-A)/June 2019 (Block-B) with a grace period of 3 (three) months.
7. Under no circumstances the Vendee shall be entitled to claim possession unless all the dues of the Vendor including those over and above the purchase price of the said unit have been fully paid and/or discharged and thereafter the Vendor shall give notice to the Vendee who shall within 90 (ninety) days of service of the said notice to take the possession of the said flat provided however the common amenities and facilities will be provided only after completion of the said residential complex in all respects. The Vendee shall be liable to pay the maintenance charges as applicable with effect from the date of possession.
8. The Vendor shall deliver the actual physical possession of the said flat at the time of execution and registration of the Deed of Conveyance of the said flat.
9. The Vendee after the expiry of 5 years from the date of taking the possession of the said flat shall not raise any dispute or claim on the pretext of inferior quality of materials or in respect of any other defects in the construction of the said flat.
10. Notwithstanding anything herein contained, In case the Vendor commits default in payment then in such case a notice for demand shall be issued by the Vendor specifying the time which shall not exceed 60 days from the due date and if the said payment is not received within the time specified in the notice then this agreement shall stand terminated at the discretion of the Vendor and in such case all rights and claims of the Vendee against the Vendor and/or the said flat shall stand extinguished.
In case of termination and/or cancellation of this agreement, the vendor shall forfeit 10%(Ten Percent) of the booking amount of the total purchase price of the said flat and the entire balance amount will be refunded to the Vendee without any interest. However the Vendor shall refund the balance amount to the Vendee subject to sale of the said flat to the Third Party and realization of the sale proceeds thereof.
11. For the period of the late payment or in case the Vendor forgets/ignores the default of the Vendee even for a period more than the stipulated grace period provided in the notice, then in such case the Vendee shall along with such dues or arrears pay an interest of 8% per annum on a

amount remaining unpaid. Any condonations granted by the Vendor shall not amount to waiver of the future amounts or breaches.

12. In case delay on part of the Vendor to complete the construction of the said flat within the stipulated time as stated herein above, then the Vendor shall pay an interest of 8% per annum for delay in construction except those caused by natural calamities.
13. The Vendor declares and assures Vendee that said FLAT under sale is free from all sorts of encumbrances, charges, mortgages, liens, liabilities, notices, junctions, legal fault, disputes and defects in the title.
14. It has been agreed between both the parties that the common areas, swimming pools, Parks, Roads and gates shall remain undivided and neither the Vendee nor the Vendor or any other person by whatsoever name shall bring any action for partition or division of any part thereof.
15. The terraces, roofs, Parapet walls, club, swimming pool and all other open spaces shall continue to be the common property of all FLAT holders who shall be entitled for its use. Any FLAT owner or association of FLAT owners will not be allowed for any type of encroachment/construction or claim on the above said areas except as stated above.
16. That the Vendee shall not use the FLAT or permit same to be used for any purpose whatsoever other than the residential purposes and shall not do the following :- make any alterations in colour schemes of exposed wall of verandah, lounges, any external walls or both faces of external doors and ,windows of FLAT acquired by him which in the, opinion of Vendor differs form the colour scheme of the complex. Neither the Vendee nor occupant of the FLAT will put any signboard for publicity or advertisement material outside his FLAT or any where in common areas without prior permission in writing of Vendor.
17. The FLAT tax, water tax, sewerage tax relating to the said FLAT shall be payable by Vendee from the possession date thereof.
18. That the AGREEMENT FOR SALE registration expenses such as cost of the stamp paper, registration Fees and the execution charges have been borne and paid by the Vendee. Also this AGREEMENT FOR SALE has been executed on before the office of Sub-Registrar II, Mathura, U.P in the presence of undersigned witnesses.

The photos & maps of **Flat No.** **Floor in Block**-..... situated in a MULTI STOREY building named **SHRI KRISHNA HEIGHTS**, Mauza Sunrakh Bangar, Vrindavan, Teh & Distt. Mathura, U.P. were provided by Vendor and which are pasted and attested on the back of this AGREEMENT FOR SALE and Vendor and Vendee's I.D. Proofs are enclosed.

IN WITNESS WHEREOF the VENDOR and the VENDEES have signed and executed in their presence on the date mentioned above.

Type by :

Date :

Drafted by :