

OM

Name of the Office :- Sub Registrar Zone No.2, Kanpur
Nagar.

Date of execution :- _____

Date of presentation :- _____

Name of the person :-

Ms Hare Krishan Developers a registered partnership firm registered under
partnership act through its partners.

1) Shri Hariom Agarwal aged about 65 Years S/O Shri Ram Mohan
Agarwal.

2) Smt Dipti Agarwal aged about 40 Years W/O Shri Ambuj Agarwal.

Both above R/O 107/263, Nehru Nagar, Kanpur.

3) Shri Nand Kishore Agarwal aged about 45 Years S/O Late Shri Ram
Prakash Agarwal

4) Smt Alka Agarwal aged about 44 Years W/O Nand Kishore Agarwal

Both (Srl 4 & 5 above) R/O 8/85, Arya Nagar, Kanpur.

5) Shri Sandeep Agarwal aged about 42 Years.

6) Shri Sita Ram Agarwal , aged about 52 Years.

Both (Srl 5 & 6) are the Son of Late Shri Ram Prakash Agarwal

7) Smt Rani Agarwal aged about 50 Years W/O Shri Sita Ram Agarwal.

8) Smt Rachna Agarwal aged about 40 Years W/O Shri Sandip Agarwal

All above (Srl No. 5-8) are the R/O 107/262, Nehru Nagar, Kanpur
Nagar. UP.

Nature of the Document :- Agreement to Sell

Executed in favour of :- 1. _____
 PAN No. _____
 DOB : _____

2. _____
 PAN No. _____
 DOB : _____

Details of property :- Flat/Duplex No. _____ situated at
 Arazi No. 1801,1802,1803,1804
 & Part in Hare Krishna City,
 Khyora Katri, Azad Nagar,
 Kanpur Nagar.

Sale Consideration : Rs _____
 Amount of Advance Money: Rs _____
 Stamp Duty Payable : Rs _____
 Stamp Duty Paid : Rs _____

Executants.

AGREEMENT TO SELL

Ms Hare Krishan Developers a registered partnership firm registered under partnership act through its partners.

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All above (Srl No. 5-8) are the R/O 107/262, Nehru Nagar, Kanpur Nagar. UP.

(HEREINAFTER referred to as party No.1 which expression shall include and deemed to include their heirs, successors, representatives etc.)

AND

1. _____

2. _____

(HEREINAFTER referred to as party No.2 which expression shall include and deemed to include their heirs, successors, representatives etc.)

WHERE AS Smt Rachna Agarwal W/O Shri Sandeep Agarwal R/107/262, Nehru Nagar, Kanpur purchased through Sale Deed executed on 15.09.2011 and registered on 15.09.2011 at Book No. I Volume No.

5049 on pages 255 to 278 at serial No. 4462 in the office of sub registrar Kanpur Nagar. Khata No. 719 part of Araji No. 1804/Area 0.1800 Hectare Araji No. 1805/area 0.3300 Hectare, Total two plots having total area 0.5100 Hectare situated at Khyora Katri, Azad Nagar, Kanpur Nagar out of total said area of 0.5100 Hectare Smt Rachna Agarwal purchased only 1/12th Area admeasuring 0.0425 Hectare.

AND WHERE AS Smt Rani Agarwal W/O Shri Sita Ram Agarwal, 2- Smt Rachna Agarwal W/O Shri Sandeep Agarwal both R/O 107/262, Nehru Nagar, Kanpur Nagar, 3- Smt Alka Agarwal W/O Shri Nand Kishor Agarwal R/O 8/85, Arya Nagar, Kanpur, 4- Smt Deepti Agawal W/O Shri Ambuj Agarwal R/O 107/263, Nehru Nagar, Kanpur purchased through sale deed executed on 20.12.2010 and registered on 20.12.2010 at Book No. I, Volume No. 4700 on pages 1 to 48 at serial No. 5193 in the office of sub registrar Kanpur Nagar consisting of Arazi of Khata No. 719 part of Araji No. 1802/Area 0.3600, Araji No. 1803/Area 0.420 Hectare, Araji No. 1804/Area 0.180 Hectare, Araji No. 1805/Area 0.3300 Hectare, having total area of 1.290 Hectare situated Khyora Katri, Azad Nagar, Kanpur Nagar.

AND WHERE AS on the strength of the aforesaid title deeds Party No. 1 acquired the aforesaid property for consideration and took over the possession over the portion of land as absolute owners.

AND WHERE AS after completion of purchase of property/land the aforesaid owners have entered into a consortium agreement executed on 26.09.2011 amongst themselves for development of the total Land area admeasuring more or less 15220 hectares and exercised their rights as absolute joint owners of the aforesaid property. They further agreed and confirmed that the name and style of the consortium shall be Hare Krishna

Developers Consortium. A partnership/consortium agreement was executed between the partners of party No. 1 on 24.09.2014 duly registered in the Office of Registrar of Firms on 17.10.2014.

AND WHERE AS after purchase of the aforesaid property the Party No. 1 got moved an application U/S-143 of UPZA and LR Act before the sub division Magistrate for conversion of the use of the Land which was registered as Case No. 125/12-13 and the aforesaid application was allowed by Learned SDM, Kanpur Nagar vide orders dated 21.12.2012.

AND WHERE AS the Party No. 1 has also moved an application before the Kanpur Development Authority under the provisions of UP Urban Planning and Development Act -1973 for raising of construction and prayed for sanctioning of their Map for the proposed construction and the Kanpur Development Authority approved the site plan and proposed construction of applicant No. 1 bearing No. 201/778/Bhavan/10-11 dt. 26.10.2017.

AND WHERE AS the project Hare Krishna City of Party No. 1 is also registered under UP Real Estate Regulatory Authority vide registration No. UP RERA PRJ 13934.

AND WHERE AS after sanction of the plan by the Kanpur Development Authority the party No. 1 got constructed various residential constructions for meeting the need of the people of the society.

AND WHERE AS the party No. 2 has approached party No. 1 to purchase Flat/Duplex No. _____ for total sale consideration of Rs _____ The party No. 1 has also agreed to sell the aforesaid property to Party No. 2 for total sale consideration of Rs _____. However, since the party No. 2 is unable to get the sale deed executed in his favour at once the parties have thought it fit and proper to reduce into writing the

terms and conditions agreed upon between themselves regarding the aforesaid transaction which are as follows :

1. That the Party No.1 shall sell residential Flat/Duplex No. _____, situated at 1801, 1802, 1803, 1804 & 1805 Part , Khyorakatri, Kanpur Nagar for total sale consideration of Rs _____ having built up area _____ carpet area _____ fully detailed and described in schedule _____ give at the foot of this deed *
2. That the party No.2 shall get the sale deed executed in his favour from party No.1 after making payment of balance sale consideration of Rs _____.
3. That all the expenses for execution and registration of sale deed shall be born by the party No. 2 and party No. 1 shall not be responsible and liable for spending any penny towards the aforesaid purposes.
4. That in case party No. 2 fails to get executed the sale deed in his favour within the period of three months from the date of completion of particular Villa/Flat/Duplex. The party No. 1 shall have a right to forfeit the earnest money.
5. That in case the amount of TDS is to be paid to the Income Tax Department the party No. 2 shall deposit the same in the Income Tax Department prior to the registration of the sale deed and shall submit the copy of challan and return in the office of party No. 1 prior to execution of sale dee.
6. That in case the party No. 2 fails to pay any agreed installment as described and detailed in schedule he shall be liable to pay interest

Over the aforesaid amount of installment as @12% p/annum from the date of installments becomes due.

7. That in case the party No. 2 fails to pay the amount of any two consecutive installments on the agreed date, the Party No. 1 shall have a right to cancel the agreement. In case of cancellation, the Party No. 1 shall refund the amount paid by the Party No. 2 after deducting 10% of the agreed sale consideration there from towards administration charges. The balance amount shall be refunded by Party No. 1 only after the agreed property is purchased by another prospective purchaser. Further in case, Party No. 2, at any time, desire for cancellation of booking of flat/duplex or the deals gets cancelled as per above Clause, the amount paid earlier by Party No. 2 shall be refunded without any interest only after the relevant flat/duplex is sold after deduction of ten percent of the sale consideration.

8. That the Party No. 2 were well informed regarding the existing size and plan of the project and have/will have no objection regarding its development and construction after execution of sale deed or possession.

9. That if after approving from KDA for further construction, the Party No.1 intends to raise any further constructions over the construction already raised, the Party No.2 shall have no objection to the same.

10. That it is consentient by the Party No. 2 that after formation of resident welfare association, as per provisions of UP Apartment Act, 2010, Party No. 1 shall abide by all rules and bye laws formed by said RWA and shall pay all maintenance charges as applicable.

11. That the sale deed of the property hereby agreed to be sold shall be got executed by the Party No. 1 through Counsel of Party No.1.
12. That in case any differences or dispute arises between the parties the same shall be decided through Arbitration. Both the parties agree to nominate Shri Satish Chandra Kohli, Advocate, Court Kanpur as their Arbitrator.
13. That in case Party No. 2 desires for transfer of flat to some other person on body-corporate, the same is permissible only after one year from the date of execution of this agreement. However, in his case party No. 2 shall be liable to pay Rs _____ alongwith applicable taxes as transfer fees. Moreover, the company can reject such request if it finds that the new person is not of such background that is suitable for the entire society or company.
14. That the party No. 2 shall not without first obtaining the consent in writing of the party No. 1 assign his/their rights under this agreement to any other person or persons.
15. That apart from sale consideration, any statutory liability like GST or any other Government dues shall be payable by Party No. 2 as and when becomes due/payable.
16. That the possession of the property agreed to be sold is not being delivered to the party No. 2 by Party No. 1 and the same shall be delivered only at the time of execution and registration of sale deed.

IN WITNESS WHEREOF the parties have signed this Agreement in their full sense without any undue influence having been brought on them after having understood the contents of the same in presence of the witnesses and the witnesses too have signed this agreement in presence of

the parties and in presence of each other. The parties have signed the present agreement in acknowledgement of acceptance of terms and conditions contained in this agreement and after understanding the contents of the same.

PARTY NO.1

PARTY NO.2

WITNESSES

1.

2.