



उत्तर प्रदेश UTTAR PRADESH

FK 856929

This Agreement to sell without possession executed this day of 07th Day of JULY , 2020
between:

This Agreement of Sale entered into between M/s. *Ganpati Infratech*, a partnership firm, having its principal place of business at B-21/124-12-S, Sarjoo Nagar Colony, Kamachcha, Varanasi, through one of its partners, Sanjeev Kapoor S/o Shri Anil Kapoor R/o B-21/124-12-S, Sarjoo Nagar Colony, Kamachcha, Varanasi, which terms unless repugnant to the context include his heirs, legal representatives, executors, administrators and assigns.

.....First Party

And

Smt. Ruchi Srivastava W/o Sri Pankaj Srivastava , R/o House no - 188, Amwar Road ,Ward -3, Dudhi, Sonbhadra U.P.-231208, hereinafter referred to as the Second Party intending purchaser, which terms unless repugnant to the context include his/her heirs, legal representatives, executors, administrators and assigns.

..... Second Party

Ganpati Infratech

Sanjeev Kapoor
Partner

Ruchi Srivastava



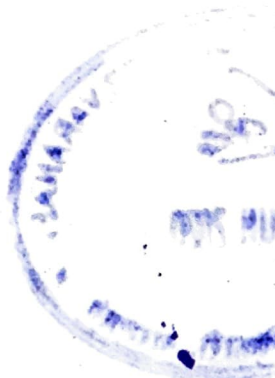
क्रमांक सं० 2986
स्वयं विक्रय की तिथि 3-6-2020
स्वयं क्रय करने का प्रयोजन
स्वयं क्रेता का नाम व पता

गजपति इन्फ्रास्ट्रक्चर्स प्रा. लि.
आर० ए० सी०

स्टाम्प की धनराशी (₹) =

दिलीप कुमार

कलेक्ट्री कचहरी, वाराणसी
ला० नं०-93/151/24



WHEREAS the first party is a constituted partnership firm having primary object of carrying on business of real estate, builders and civil contractors.

AND WHEREAS in pursuance of its business, the first party entered into a Development Agreement in respect of Settlement plot nos. MI 155/1, MI 171/1 and MI 169/1 of Village Katesar, Pargana, Ralhupur, Distt. Chandauli, with its owners, Ram Bharose Singh and Ramphal Singh.

AND WHEREAS the Development Agreement with Ram Bharose Singh is dated 25-09-2014 registered in the office of Sub Registrar, Chanduli in Book no. 1, Volume 5315 at pages 161/198, at Sl.no. 10927 on 29-09-2014 and similarly the development agreement with Ramphal Singh is dated 14-03-2015 registered in the office of Sub Registrar, Chandauli in Book no. I, volume 5654 at pages 97/140 at Sl.no. 3076 on 16-03-2015.

AND WHEREAS in pursuance of the terms of the aforesaid mentioned development agreements, the First party prepared a development plan and got the same sanctioned from Varanasi Vikas Pardhikaran through its sanction letter dated 01-06-2015.

AND WHEREAS out of the net area for development of the land aforementioned after providing for road widening is 8607.69 sq. mtrs. out of which 798.51 sq. Mtrs. has been reserved for construction of EWS. The remaining area for development and open sale by the land owners and developer is 7809.18 sq. mtr. which is being developed as a complex having three blocks of building along with certain common area and necessary layout in the following manner:-

Block "A"

- *reserved parking facilities, society hall for common use and 6 commercial units (independent area) at ground level*
- *10 flats each on 6 floors above ground level, and*
- *Penthouses at the roof of the sixth floor*

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Suman K. Jaiswal
Partner

Ruchi Srivastava

Block "B"

- *Reserved parking facilities, Library and Gym for common use and 2 commercial units (independent area) at ground level*
- *8 flats each on 6 floors above ground level, and*
- *Penthouses at the roof of the sixth floor*

Block "C"

- *Reserved parking facilities and society hall for common use at ground level*
- *8 flats each on 6 floors above ground level, and*
- *Penthouses at the roof of the sixth floor*

The entire project has been named as **"Ganpati Estate"**

AND WHEREAS further also in pursuance of the development agreement, the first party developer of the afore mentioned land and its land owners have entered into a supplementary agreement through which they have demarcated and earmarked flats to be vested in each party. The said supplementary agreement is dated 10-10-2015.

AND WHEREAS the Intending Purchaser/Second Party expressed desire to purchase a Flat in the above said **"GANPATI ESTATE"**, which is being built by the First Party, according to the plan got sanctioned by the First party as per their own specification and applied for allotment of a Flat through application.

AND WHEREAS Purchaser/Second Party on being satisfied with the specifications of the flat and the building under construction and agreeing to comply with the terms and conditions of the allotment and to pay the sale consideration thereof was provisionally allotted **Flat no. 204 on 2nd Floor, Block A of "GANPATI ESTATE"** to which the Second Party agreed.

AND WHEREAS since the building itself being under construction, the parties have agreed to enter into an agreement for sale on the terms and conditions mentioned below:

Ganpati Infratech

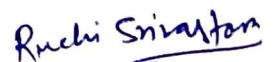
Sjuwleford
Partner

Ruchi Srikantan

1. That the First party has agreed to transfer by sale all that flat detailed in schedule 'A' hereunder, UNTO the Intending Purchaser/Second Party for total sale consideration of **Rs. 27,00,000.00 (Rupees Twenty Seven Lacs Only)**, after the said flat is fully constructed.
2. That the second party/Intending Purchaser has paid **Rs. 5,00,000.00 (Rupees Five Lac Only)** as advance and part of sale consideration to the First Party and shall pay the balance sale consideration in installments as per the Schedule 'B' given hereunder and for that purpose may take financial assistance from any financial Institution to ensure due payment of installment in time.
3. That on completion of the construction of flat and after receipt of the entire sale consideration the First Party shall execute the sale deed in favour of the second party. That the First party shall deliver the actual physical possession of the flat to the Second Party at the time of execution of sale deed.
4. That the payment of installment as per Schedule 'B' is the essence of the agreement. The Intending purchaser/Second Party shall pay the installments on time. In case of delay in Payment the Intending purchaser/Second Party shall pay interest on the due amount @ 18% p.a. from the date it is due. It is further agreed between the parties that in case of delay of more than three months in payment of the installments the First Party shall have the option to cancel the allotment and therefore, this Agreement also shall stand cancelled.
5. That the Intending purchaser/Second Party along with the other owners of the units in the entire building shall, after the handing over of the possession of the units to them, be jointly and collectively responsible for

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Partner


Ruchi Srivastava

the maintenance and upkeep of the common area and functioning of the common facilities.

6. That if the sale deed is executed in pursuance of this agreement, save and except in respect of the particular Flat hereby agreed to be sold the Intending Purchaser/Second Party shall have no claim of any nature or any kind over or in respect of any open space, lobbies, staircases, terraces, roof, corridors etc.
7. That the Purchasers shall not claim any right, whatsoever, over the covered or uncovered parking space, other than the one allotted to purchaser and the purchaser shall use the same as parking space only for parking of vehicles and for no other purposes, whatsoever, and shall never enclose or erect any temporary or permanent structure over the allotted parking space. The parking space allotted to the Purchasers shall for all times be linked to the unit hereby agreed to be sold to the Purchasers and cannot be alienated independent of each other. It shall be limited common area for the unit hereby agreed to be sold intending purchaser. The demarcation of Parking space to be allotted to the intending purchaser shall be done at the time of handing issue of possession letter to them.
8. That 6 commercial units at ground level of Block "A" 2 commercial units at ground level of Block "B" and the area reserved for construction of EWS shall be "independent area" and shall not be included as common area for the joint use apartments. However, the commercial units proposed to be built on the ground level Block "A" and Block "B" shall be entitled to connect to the common facilities to be provided to the unit holders of **Ganpati Estate** upon payment of proportionate common areas maintenance charges.

Ganpati Infratech


Partner

Reehi Srivastava

9. That the First Party shall have the right to effect suitable alteration and modification, if and when found necessary or as it may be appropriate and fit in the best interest of the project or as may be required by any competent Authority, during the construction. If any change made by the First Party the same shall be duly notified to the Intending purchaser/Second Party. However, the Intending purchaser/Second Party shall have the right to cancel his booking in case of substantial variation in unit allotted to him.
10. That the Intending Purchaser/Second Party shall have no objection in case the Developer creates a charge on the entire project during the course of development of the project for raising loan from any bank or financial institution. However, such charge if created shall be got vacated, before execution and registration of Sale Deed and handing over the possession of the residential flat to the Intending Purchaser/Second Party.
11. That all costs, charges and expenses of this agreement and the conveyance or sale deed to be executed in respect of the property hereby agreed to be sold including stamp duty, registration charges, legal charges, lawyer's fee etc. shall be borne by the Intending Purchaser/Second Party alone.
12. That the Intending purchaser/Second Party agrees and reiterates that no interest, in respect of the scheduled property, will be accrued to him/her/them until the construction of the flat is completed and a sale deed is executed and registered.
13. That the second party agrees and undertakes to pay such other tax, cess and charges as levied by the Government Departments and/or Authorities over the sale of flat agreed to be sold herein or over the project as a whole, on pro rata basis, including, VAT, sales tax, service tax & GST.

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Partner

Ruchi Srinathan

SCHEDULE-A

Flat No. 204 on 2nd Floor in Block -A having Super Built-up area of 1125 sq. feet (or 104.55 sq. Mtr.) including undivided, indivisible and variable pro-rata share of land is 40.22 Sq.Mtr., interest in the net land area of 7809.18 Square Meters in 'GANPATI ESTATE' built over land bearing Being Settlement plot No.'s. MI 155/1, MI 171/1 and MI 169/1 of Village Katesar, Pargana, Ralhupur, Distt. Chandauli, with rights in common service facilities etc.

Boundary of flat:-

East :- Common Passage T/A Flat no - 207-A.

West :- Open Space on Ground.

North :- Open space on Ground T/A Flat No. 205-A.

South :- Open Space on Ground T/A Flat No. 203-A.

SCHEDULE-B

Total Amount	:	Rs. 27,00,000.00
Paid Amount	:	Rs. 5,00,000.00
Balance	:	Rs. 22,00,000.00
GST 1% on Amount	:	Rs. 27,000.00

Ganpati Infratech

Sankar
Partner

Ruchi Srivastava

IN WITNESSES WHEREOF, the First Party and the Second Party have executed this Agreement for Sale this the date above mentioned of their free will and accord.

WITNESSES:

Name :
Father's Name :
Address :
Signature :

Ganpati Infratech



First Party

Partner

Name :
Father's Name :
Address :
Signature :

Ruchi Srivastava

Second Party

Ganpati Infratech


Partner