



उत्तर प्रदेश UTTAR PRADESH

CF 883069

#### Agreement to Transfer

This agreement to transfer ("**Agreement**") is executed at Lucknow on the 01<sup>st</sup> day of Mar -2021 ("**Effective Date**") by and between:

**M/s. Prem Traders LLP** through authorized signatory **Mr.Dheeraj Singh R/o Flat No. 165, Sec-17-A, Sarvhit Apartments, Dwarka, Delhi -110078**, registered office at **4<sup>th</sup> Floor, Gopal Dass Bhawan,28, Barakhmbha Road, New Delhi-110001** (hereinafter called the "**Transferor**", which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the ONE PART.

And

**Mr. Yashwant Kumar Saroj (PAN No. CGFPS8185P) S/o Mr. Jang Bahadur Saroj R/o Machkahi, Near Thana Sikrara, Damaruwa, Jaunpur- 222135** (Hereinafter called the "**Transferee**" which expression shall unless it be Repugnant to the meaning or context thereof, be deemed to include the heirs, executors and administrators) of the OTHER PART.

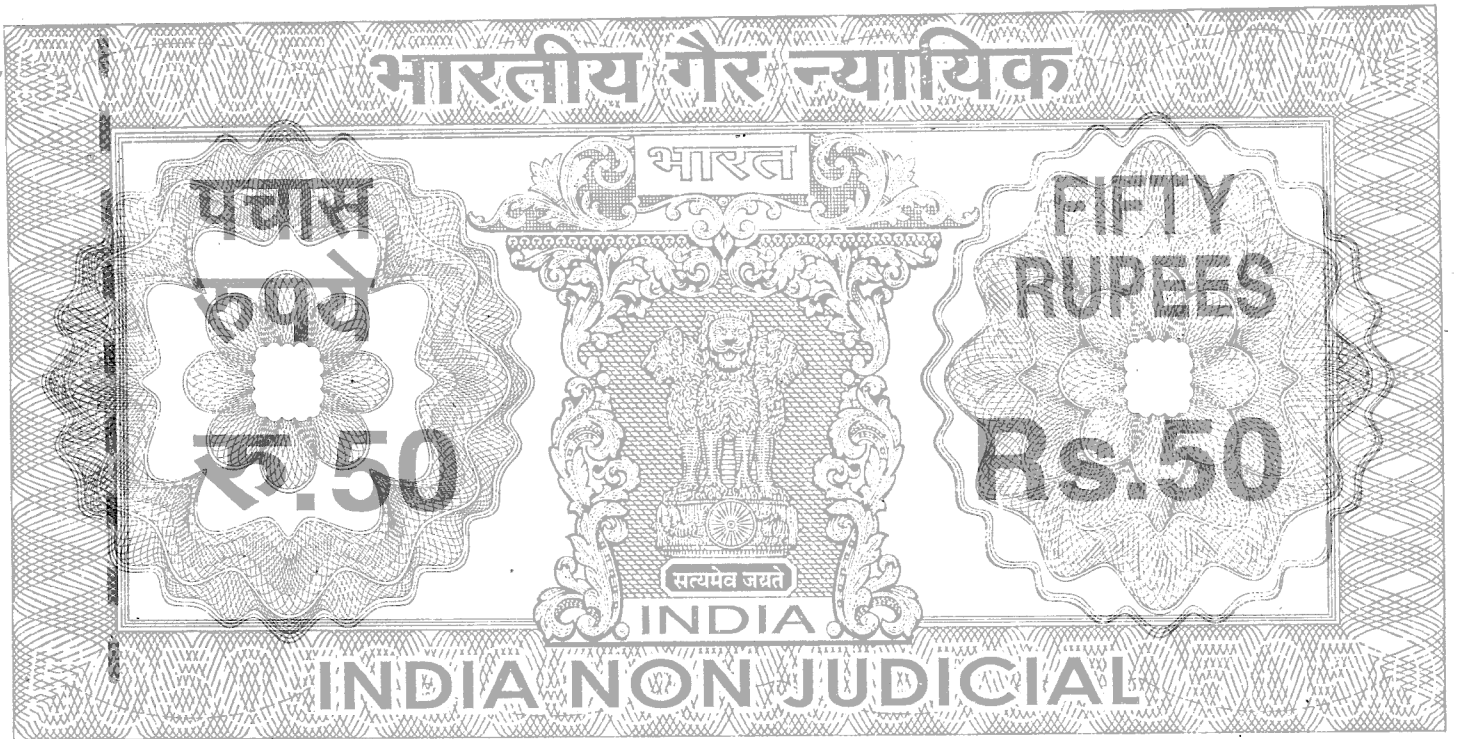
The expression of the terms 'Transferor' and Transferee(s)' are hereinafter individually and collectively referred to as "**Party**" and "**Parties**" respectively.

For Prem Traders LLP

*Dheeraj Singh*  
Authorised Signatory

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*Saroj*  
(Yashwant Kumar Saroj)



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**WHEREAS**

- A. The Transferor has booked a Plot No. D-388 in Project DLF garden City, Village Purseni, Rai Bareilly Road, Lucknow, with Customer Ref No. UNQ/277/000869 having measuring area 330.00 Sq. Mt. ("Property") from DLF Ltd. ("Developer") vide allotment No. 0766 dated 25/12/2012.
- B. As per the mutual agreement between the transferor and the transferee the total deal Value is Rs. 76, 00,000.00/- (Rupees Seventy Six Lakh Only).
- C. The Transferee is desirous of getting the property transferred in his name and the Transferor is willing to transfer the Property unto the Transferee for an amount of Rs.76, 00,000.00/- (Rupees Seventy Six Lakh Only).
- D. The Transferee undertakes to pay the Stamp duty and Registration Charges (PRC) of an Amount Rs. 3, 00,640.00 (Rupees Three Lakh Six Hundred Forty Only) to Transferor on or before the date of transfer.
- E. The Transferee undertakes to pay any other legal expenses.

Now THEREFORE, in consideration of the forgoing and the mutual covenants contained herein, constituting good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

The Transferor do hereby agrees to transfer all its rights, interests' liens and titles in the

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For Prem Traders LLP

*Divy Singh*  
Authorised Signatory

*Saraj*

(Yashwant kumar saraj)

Property in favor of the Transferee for amount of **Rs. 76, 00,000.00/- (Rupees Seventy Six Lakh Only)**. Payable by the Transferee to Transferor in the following manner:

- a) The Transferee has paid an amount of **Rs 6, 00,000.00/- (Rupees Six Lakh Only)** via NEFT No. **SBINR52021022312626352** Dated **23.02.2021** Through SBI as earnest money.
  - b) The Transferee will deposit **Rs.57, 000/- (Rupees Fifty Seven Thousand Only)** with Income tax department (through Form 26QB) towards .75% TDS on Sale of PROPERTY. The Transferee will furnish a signed Form 16B to the Transferor on or before the Date of Transfer.
  - c) Transferee shall pay the remaining amount of **Rs. 69, 43,000.00 (Rupees Sixty Nine Lakh Forty Three Thousand Only)** to the Transferor, **on or before** the date of transfer.
1. Upon execution of the Agreement, the Transferor shall hand over to the Transferee, photo copies of all documents issued by the Developer in respect of the Property.
  2. The Transferee undertakes to pay the Agreed Consideration to the Transferor within the due date **i.e. within 60 days** from the date of execution of this agreement (This date can be extended with mutual consent of both parties if gets delay to take permission from High Court as buyer is in judiciary) without fail and without any delay or default or demur as time in respect of payments is of essence of the Agreement.
  3. If the Transferee fails to pay the Agreed Consideration to the Transferor within the dates specified in Clause above, the Transferor shall without prejudice to its other rights, be entitled to forthwith terminate this Agreement and forfeit any amount that the Transferee may have paid to the Transferor under this Agreement and the transferor will be free to sell the said property to any other person.
  4. Similarly if transferor terminates the deal for any reason after realizing the earnest money then he would be liable to pay the double amount of earnest money given to him.
  5. Transferor will handover original builder buyer agreement & all original papers received from DLF builder to the Transferee, once the Transferee has made complete payment of Agreed Consideration to the Transferor.
  6. The Transferor represent that it has not done any act and/or transaction concerning the Property and / or created any mortgage and encumbrances of any nature whatsoever further, the Transferor represents that subject to provisions of the builder buyer agreement, the title of the property is clear, transferable and free from all encumbrances and reasonable doubts and Transferor have full right, title and interest to transfer the property.
  7. Further, the Transferor undertake not to enter into any agreement to create any charge or lien or encumbrance on the property from the effective date till date of payment of the agreed consideration by the transferee to the Transferor or forthwith termination of the agreement, whichever is earlier.
  8. Upon receipt of the agreed consideration from the transferee, the Transferor shall give all necessary co-operation and assistance that may be required by the transferee for complete an

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For Prem Traders LLP  
*Dhruv Singh*  
Authorised Signatory

*Basoj*  
(Yashwant Kumar Saooj)

effectual transfer of the property in favor of the transferee and shall always assist by way of signing requisite papers/application for the purpose of carrying out the intension of this agreement.

9. This Agreement constitutes the entire understanding between the parties. It supersedes all prior understanding between the parties with respect to the subject matter of hereof.

IN WITNESS WHEREOFF, the parties here to have set their respective hands on these presents on the date, month and year here in above first mentioned in the presence of the following witnesses.

**Transferor**  
For Prem Traders LLP

*Dheeraj Singh*

Authorised Signatory

M/s. Prem Traders LLP

(Through Authorized Signatory Mr Dheeraj Singh)

**Transferee**

*Saroj*

Mr. Yashwant Kumar Saroj

**Witness**

1: *Chandan Mishra*  
*4th floor*

Gopal Das Bhawan  
28, Barakhamba  
Road New Delhi  
110001

2: *Prem kishor Shukla*  
*4th floor, Gopal Das Bhawan*  
*28, Barakhamba Road*  
*New Delhi - 110001*