

AGREEMENT TO SELL

This AGREEMENT TO SELL is made and executed at Gautam Budh Nagar U.P. on this 20 Day of JUNE 2022, between **PRABHAT RANJAM DEO S/O SHRI R. K. P. VERMA** R/O H.NO.61 SECTOR-23 GURGAON, HARYANA hereinafter called the VENDOR.

AND

SHRI VIVEK CHAUDHARY S/O SHREE SEWA RAM AND NEELAM DHAKA W/O VIVEK CHAUDHARY BOTH R/O HOUSE NO 1402 TOWER A/8 OLIVE COUNTRY SECTOR-5 VASUNDHRA GHAZIABAD UTTAR PARDESH 201012 hereinafter called the VENDEE.

(The expression and word of the VENDOR and VENDEE shall mean and include their heirs, successions, assignees, nominees, executors, administrators and legal representatives respectively).

WHEREAS the VENDOR is the lawful owner of a **Residential Plot/House /Flat No 89 GREENWOODS GOVT. OFFICERS WELFARE SOCIETY SEC OMEGA-1 GREATER NOIDA GAUTAM BUDH NAGAR UTTAR PARDESH** hereinafter referred as the PROPERTY.

AND WHEREAS THE VENDOR aforesaid is desirous to sell said property in favour of the VENDEE and VENDEE has also agreed to acquire the same.

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:-

1. That the total sale consideration of said property has been settled to as **Rs1,00,00,000/-Rupees ONE CRORE** only) in between both the parties.

2. That the VENDOR has received a sum of Rs. **10,00,000/-** (Rupees **TEN LAKH ONLY** Earnest Money (bayana) only) from the VENDEE as the receipt of which, the VENDOR hereby acknowledges. That payment has been made in the following manner:-

<u>MODE OF PAYMENT</u>	<u>DATE</u>	<u>AMOUNT</u>
3. That the second amount of Rs 90,00,000/- (Rupees NINETY LAKH only) shall be paid by the VENDEE to the VENDOR within three month from the date of Advance.		
4. That the VENDOR shell apply and obtain the permission for transfer the sale property from the NOIDA/ GREATER NOIDA Authority in favour of the above said VENDEE or his/ her nominee(s) & VENDEE shall execute the Lease Deed/ Transfer Deed within THREE Month after such permission.		
5. That the VENDOR has assured the VENDEE that the above said property is free from all sorts of encumbrances such as mortgage, sales, lien, gift, exchange, dispute, litigation attachment, pledge, and decree.		
6. That the expenses to be incurred for the execution of the Transfer Deed on stamp duty, registration fee and other legal expenses will be borne by the VENDEE.		
7. That the VENDEE shall have the rights to get the Transfer Deed of the said property executed in his/ her favour or in favour of his/her nominee(s) for which the VENDOR has got no objection.		
8. That the VENDOR shall be liable to incur all out-standing dues & demands in respect of the said property to the date here of and that all future dues, balance installments and allotment money shall be paid by the VENDEE to GNIDA directly.		
9. That the VENDOR aforesaid shall handover the vacant and actual physical possession of the aforesaid property to the VENDEE after the full payment received		
10. That in this case of breach of any clause by the VENDOR afore said, the VENDEE shall have the right to get the Transfer Deed registered through the		

court of law after depositing the balance amount of this Agreement to sell and expenses so incurred in the legal proceedings shall be the liability of VENDOR.

11. That if the Vendee dose not executes the Transfer Deed within the given time then his deposited amount will be forfeited.
12. That if the VENDOR dose not executes the Transfer Deed within the given time then he has to pay the double of the deposited amount.
13. If Society does not give a permission to VENDEE then VENDOR has to pay the whole amount of VENDEE without interest within a week.
14. VENDEE has a responsibility to pay 1% of Sale Consideration amount as TDS.
15. VENDOR has to pay society transfer charges and VENDEE has to pay advance maintenance fees and membership fees.

IN WITNESSES WHERE OF: The VENDOR and VENDEE have set their respective hands to execute this Agreement to sell, on the day month and year first above written in presence of the following witnesses.

WITNESSES

1.

VENDOR

2.

VENDEE