

FU 295252

**AGREEMENT TO TRANSFER**

This agreement to transfer ("Agreement") is executed at Lucknow on the 13rd day of Mar- 2021 ("Effective Date") by and between:

**Mr. Hantesh Chandra Kumar (PAN No. AGYPK9323J) S/o Mr. Satish Chandra Kumar R/o Flat No. 2, Tulip Apartment, C-930, Sec-B, Behind Carmel School Mahanagar, Lucknow-226006 (U.P) and Mr. Akhilesh Chandra Kumar (PAN No. AAZPK8568L) S/o Mr. Satish Chandra Kumar R/o 3/108, Vijayant Khand, Near Chinhat Crossing, Gomti Nagar, Lucknow- 226010(U.P) (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**

**Mrs. Alaka Yadav (PAN No. AEPY4264R) W/o Mr. Brijesh Kumar Gupta R/o J-6. Judge Colony, Civil lines, Tehshil- Sadar Unnao - 209801 (U.P) (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.**

*[Handwritten signatures]*

*[Handwritten signature]*

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

**WHEREAS**

A. The Transferor have booked a Plot No. C-24 in Project DLF garden City, Village Purseni, Raibareilly Road, Lucknow, with Customer Unique Ref No. UNQ/277/000150 having measuring area 288.45 Sq. Mt. ("Property") from DLF Ltd. ("Developer") vides allotment and Agreement No. 0260 , dated 19/01/2013

B. As per the provisional allotment Letter, the total costing of the property including (BSP + PLC + CDC + CLB1 with Tax ++CLB2 with Tax +CLB3 + CMIW with Tax + CSD\_V + ECC with Tax + SCH + STX with Tax) Rs. 62,80,759.32/- (Rupees Sixty Two Lakhs Eighty Thousand Seven Hundred Fifty Nine And Thirty Two Paisa Only) plus Residents Welfare Association an amount of Rs. 1,68,698.00/- (Rupees One Lakh Sixty Eight Thousand Six Hundred Ninety Eight Only) to Transferor out of which the Transferor has already paid to the developer a cumulative amount of Rs. 62,80,759.32/- (Rupees Sixty Two Lakhs Eighty Thousand Seven Hundred Fifty Nine And Thirty Two Paisa Only). The paid up amount includes earlier discounts as applicable.

C. The Transferee is desirous of getting the property transferred in her name and the Transferor is willing to transfer the Property unto the Transferee for a lump sum amount Rs. 62, 80,759.32/- (Rupees Sixty Two Lakhs Eighty Thousand Seven Hundred Fifty Nine And Thirty Two Paisa Only).

D. The Transferee undertakes to pay the Residents Welfare Association an amount of Rs. 1, 68,698.00/- (Rupees One Lakh Sixty Eight Thousand Six Hundred Ninety Eight Only) in the Favor of Garden City Residents Welfare Association on or before the date of transfer.

Now THEREFORE, in consideration of the foregoing 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:

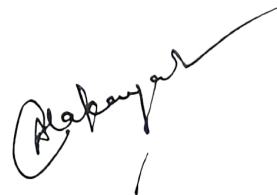
1. The Transferor does hereby agrees to transfer all its rights, interests' liens and titles in the Property in favor of the Transferee for an amount of Rs. 62, 80,759.32/- (Rupees Sixty Two Lakhs Eighty Thousand Seven Hundred Fifty Nine And Thirty Two Paisa Only). Payable by the Transferee to Transferor in the following manner:

a) Transferee has paid an amount of Rs. 3, 00,000.00/- (Rupees Three Lakh Only) via cheque No. "866955" Dated 20-09-2020 drawn on SBI, Civil Court Mirzapur as earnest money.

LALTA PRASAD CHAURASIA  
Advocate & Notary  
82, Ram Gopal Vidyant Road  
Lucknow U.P. (INDIA)  
Regd. No. 31/32/2000







b) Transferee has paid an amount of Rs. 8, 00,000.00/- (Rupees Eight Lakh Only) via cheque No." 866956" Dated 13-03-2021 drawn on SBI, Civil Court Mirzapur as earnest money.

c) The Transferee will deposit Rs. 47,106.00/- (Rupees Forty Seven Thousand One Hundred Six 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 (generated from TRACES website) as proof of the deposit of this amount in favor of the Transferor with the IT authorities on or before the date of Transfer.

d) Transferee shall pay the remaining amount of Rs. 51, 33,653.32/- (Rupees Fifty One Lakh Thirty Three Thousand Six Hundred Fifty Three and Thirty Two Paise Only) to the Transferor, on or before the date of transfer.

The Transferor represent that it has not done any act and/or transaction concerning the property, the title of the property is clear, transferable and Transferor have full right, title and interest to transfer the property.

3. The Transferor has availed a plot loan and created a mortgage with Dewan Housing Finance Corporation Limited for the said plot.

4. The Transferee undertakes to pay total due amount in Transferor's plot loan from Dewan Housing Finance Corporation Limited and same will be partial amount of balance payable amount to transferor as mentioned above in point (d).

5. The Transferor will obtain No Objection Certificate (N.O.C.) and original builder buyer agreement & all original papers received from DLF builder, from Dewan Housing Finance Corporation Limited.

6. 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.

7. The Transferee undertakes to pay the Agreed Consideration to the Transferor within the due date i.e. 30<sup>th</sup> April - 2021 without fail and without any delay or default or demur as time in respect of payments is of essence of the Agreement.

8. If the Transferee fails to pay the Agreed Consideration to the Transferor within the date 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.

**NOTARY**  
Lalta Prasad Chaurasia  
82, Ram Gopal Vidyant Road,  
Lucknow  
Regd. No. 31/32/2000

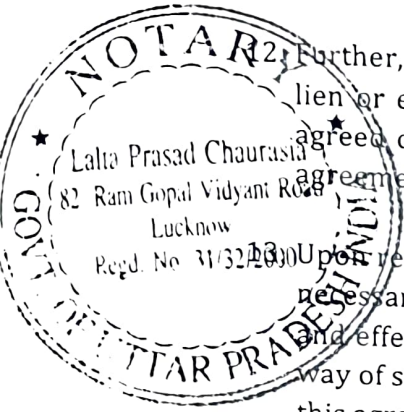
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9. Similarly if transferor terminates the deal for any reason after realizing the earnest money then he would be liable to pay the double amount of earnest money given to him.
10. Transferor will handover original builder buyer agreement & all original papers received from DLF builder to the Transferee once the Transferee have made complete payment of Agreed Consideration to the Transferor.
11. In the event that the cheque received from the Transferee towards earnest money is not honored or credited to bank account of Transferor, the agreement shall stand null and void.



12. Further, the Transferor undertakes 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.

13. 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 and 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 intention of this agreement before the due date.

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

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

**Transferor**

*[Signature]*

Mr. Hantesh Chandra Kumar  
&

*[Signature]*

Mr. Akhilesh Chandra Kumar

**Transferee**

*[Signature]*

Mrs. Alaka Yadav

**Witness**

LALTA PRASAD CHAURASIA  
Advocate & Notary  
82, Ram Gopal Vidyant Road  
Lucknow - U.P. (INDIA)  
Regd. No. 31/32/2009

*[Signature]*  
Amit Agrawal  
S/o Sri Raj Narayan Agrawal  
R/O B.A.D. & 4

2: *[Signature]*  
(Suparna Singh)  
4/113, VIKALP CHAND  
COMPTI NAGAR, UKO.