

FP. 904056

12 0 JUL 2020

AGREEMENT TO TRANSFER

This agreement to transfer ("Agreement") is executed at Lucknow on the 5th day of August 2020 ("Effective Date") by and between:

Mrs. Anjali Jaiswal (PAN No. AGFP14767L) W/o Mr. Vimal Kumar Jaiswal R/o Flat No A-802, Ashirwad Anandam, Bala Ji market, Srinathpuram, Engineering College Kota Rajasthan -324010 (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. Jasveer Singh Yadav (PAN No. AMLPY9526G) S/o Mr. Jageshwar Yadav R/o 209, Aliganj, Ram Leela Maidan Banda, (U.P)- 210001 (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.

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LATA PRASAD CHAURASIA
Notary & Notary
12, Ram Gopal Vidyant Road
Lucknow (U.P.) (INDIA)

Jasveer Singh

Anjali Jaiswal

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

WHEREAS

A. The Transferor have booked a Plot No. B-162 in Project DLF garden City, Village Purseni, Raibareilly Road, Lucknow, with Customer Unique Ref No. UNQ/277/000202 having measuring area 250.80 Sq. Mt. ("Property") from DLF Ltd. ("Developer") vide allotment dated 31/12/2011 and Agreement No. 0067 dated 23/02/2013.

B. As per the provisional allotment Letter, the total costing of the property including (BSP + PLG + CDC + CLB1 with Tax + CLB2 with Tax + CLB3 + CMIW with Tax + CSD_V + ECC with Tax + STX with Tax) Rs. 52,64,784.00/- (Rupees Fifty Two Lakhs Sixty Four Thousand Seven Hundred Eighty Four Only) to Transferor out of which the Transferor has already paid to the developer a cumulative amount of Rs. 44,24,488.87/- (Rupees Forty Four Lakh Twenty Four Thousand Four Hundred Eighty Eight and Eighty Seven Paise Only). The paid up amount includes earlier discounts as applicable.

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 a lump sum amount of Rs. 49,94,488.87/- (Rupees Forty Nine Lakh Ninety Four Thousand Four Hundred Eighty Eight And Eighty Seven Paise Only) Including Transferor's profit of Rs.5,70,000.00/- (Rupees Five Lakh Seventy Thousand Only).

D. The Transferee undertakes to pay to the developer the balance amount of Rs. 8,40,295.13/- (Rupees Eight Lakh Forty Thousand Two Hundred Ninety Five And Thirteen Paise Only) in the favor of DLF Limited on or before the date of transfer

E. The Transferee undertakes to pay the Interest Bearing Maintenance Security to the Residents Welfare Association an amount of Rs. 67,465.00/- (Rupees Sixty Seven Thousand Four Hundred Sixty Five Only) in the Favor of Garden City Residents Welfare Association on the date of transfer.

The Transferor undertakes to pay the Common Area Maintenance (CAM) charges @ 6.58 per sq. mt. per month form 1st April-2017 to 5th Oct- 2020 i.e Rs. 69,311.00/- (Rupees Sixty Nine Thousand Three Hundred Eleven Only) in the Favor of Garden City Residents Welfare Association on the date of transfer.

WHEREFORE, 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:

Sworn and Verified
before me
ALTA PRASAD CHAURASIA
Advocate & Notary
82, Ram Gopal Vidyan Road
Lucknow U.P. (INDIA)
N No 31/32/200

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Ajeet Jaiswal

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. 49,94,488.87/- (Rupees Forty Nine Lakh Ninety Four Thousand Four Hundred Eighty Eight And Eighty Seven Paise 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 RTGS No. "37626266." Dated 23-07-2020 drawn on SBI as earnest money.

b) Transferee has paid an amount of **Rs. 2, 00,000.00/- (Rupees Two Lakh Only)** via RTGS No. "97926116" Dated 28-07-2020 drawn on SBI.

c) Transferee shall pay the remaining amount of **Rs. Rs. 44, 94,488.87/- (Rupees Forty Four Lakh Ninety Four Thousand Four Hundred Eighty Eight and Eighty Seven Paise Only)**. To the Transferor, on or before the date of transfer.

On 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.

The Transferee undertakes to pay the Agreed Consideration to the Transferor within the due date i.e. **5th - Oct-2020** (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.

4. The Transferor undertakes to pay the any delayed interest or any Holding charges due to Builder till the date of Transfer.

5. 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.

6. 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.

7. The Transferor represent that it has not done any act and/or transaction concerning the Property and encumbrances of any nature, 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.

I solemnly swear and Verified before me

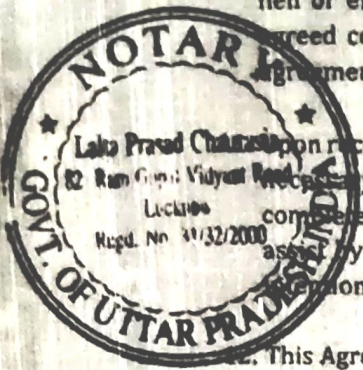
DELTA PRASAD CHATURASIA
Advocate & Notary
M. Ram Gopal Vidyarthi Road
Lucknow (U.P. INDIA)
N. P.O 31/33/2020

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Abul. Fariswal

8. Transferor will handover original builder buyer agreement & all original papers received from DLF builder to the Transferee(s), once the Transferee(s) have made complete payment of Agreed Consideration to the Transferor.
9. In the event that the cheque received from the Transferee(s) towards earnest money is not honored or credited to bank account of Transferor, the agreement shall stand null and void.
10. 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.



On receipt of the agreed consideration from the transferee(s), the Transferor shall give all necessary co-operation and assistance that may be required by the transferee(s) for complete and effectual transfer of the property in favor of the transferee(s) and shall always assist by way of signing requisite papers/application for the purpose of carrying out the execution of this agreement before the due date.

11. 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 WHEREOF, 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

Mrs. Anjali Jaiswal
Mrs. Anjali Jaiswal

Transferee

Mr. Jasveer Singh Yadav
Mr. Jasveer Singh Yadav

Witness

1: *S. Narain Singh*
SNARAM SINGH
V. VIKRUP KHANDE
GOMTI NAGAR, LKO

2: *Rajesh Verma*
RAJESH VERMA
BUDHANAPUR, BASHOHAR
AMBUDKHA NAGAR (U.P.)

Sworn and Verified
Before me

LALTA PRASAD CHAURASIA
Advocate & Notary
32, Ram Gopal Vidyarthi Road
Lucknow-U.P. (INDIA)
N No 31/32/2000