



हरियाणा HARYANA

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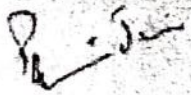
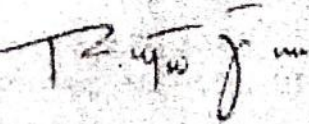

AGREEMENT TO SELL

This Agreement to Sell is executed at Faridabad, Haryana on this 20th th day of August, 2020 By:

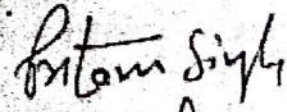
(1). **Shri Pradip Jain, (2). Shri Sanjeev Jain, (3). Shri Rajiv Jain and (4). Shri Rajan Jain** all sons of Shri Surrinder Kumar Jain, residents of C/O B-117, Okhla Industrial Area, Phase-I, New Delhi-110020, hereinafter called the '**FIRST PARTY**' (which expression shall mean and include the company, its successors, legal representatives, administrators, executors, nominees and permitted assignees) of the **ONE PART**;

IN FAVOUR OF:

(1). **Shri Pritam Singh, (2). Shri Randhir Singh and (3). Chawan Prakash** all sons of Shri Ram Phool residents of House No. 44, Main Market, Badarpur, New Delhi, hereinafter called the '**SECOND PARTY**', (which expression shall mean and include their legal heirs, successors, representatives, administrators, executors, nominees and assigns) of the **OTHER PART**.


Sanjeev Jain
Pradip Jain



-2-


Pritam Singh
Randhir
Prakash

WHEREAS the First Party is the lawful and registered owner of Residential Property No. 532, Sector-21-A, Urban Estate, Faridabad, measuring 500 Sq.Yards, with construction made thereon, having its covered area 562.5 Sq.Ft, Approx (hereinafter referred to as **THE SAID PROPERTY**) vide Sale Deed dated 1st October, 2009 duly registered in the office of the Sub Registrar, Faridabad on 1st October, 2009 as Document No. 10929 in Book No. 1 Volume No. 1, 35 on Pages 95/43 to 45.

AND WHEREAS the FIRST PARTY has agreed to sell, convey, transfer and assign to the SECOND PARTY and the SECOND PARTY have agreed to purchase the said Residential Property No. 532, Sector-21-A, Urban Estate, Faridabad, measuring 500 Sq.Yards, with construction made thereon, having its covered area 562.5 Sq.Ft. Approx (hereinafter referred to as **THE SAID PROPERTY**) for a total consideration of Rs. 1,55,00,000/- (Rupees One Crore Fifty-Five Lacs Only).

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER;

1. That in consideration of the sum of Rs. 1,55,00,000/- (Rupees One Crore Fifty-Five Lacs Only) out of which a sum of Rs. 20,00,000/- (Rupees Twenty Lacs Only), as earnest money has been received by the First Party from the Second Party, in the following manner:

- A. Rs. 5,00,000/- vide Cheque No. 178086 dated 05.08.2020 drawn on Oriental Bank of Commerce, Mohan Co-operative Estate, Delhi
- B. Rs. 5,00,000/- vide Cheque No. 304447 dated 22.08.2020 drawn on State Bank of India, Greater Noida, Gautam Budh Nagar, U.P.
- C. Rs. 5,00,000/- vide Cheque No. 992597 dated 22.08.2020 drawn on Indian Overseas Bank, Badarpur, New Delhi
- D. Rs. 5,00,000/- vide Cheque No. 992599 dated 22.08.2020 drawn on Indian Overseas Bank, Badarpur, New Delhi.

the receipt of which the First Party hereby admits and acknowledges and the balance sum of Rs. 1,35,00,000/- (Rupees One Crore Thirty Five Lacs Only) less applicable TDS @ 0.75% will be received by the First Party from the Second Party, at the time of the registration of the Sale deed, the First Party doth hereby agree to grant, convey, sell, transfer and assign all their rights, title and interests in the Said Property, fully described above to the Second Party, on the terms and conditions herein contained provided that nothing herein stated shall confer or deemed to have conferred upon the Second Party exclusively any right or title to the common entrances, passages, and other common

Sanjeev Jain

Rajendra Kumar

[Signature]

Ratan Singh

Ranjit Singh

[Signature]

facilities to the exclusion of the First Party and or the Second Party or owners or occupants of the other units of the said building.

2. That the actual physical vacant possession of the Said Property will be delivered by the First Party to the Second Party, on receiving the balance sale consideration.
3. That on or before 4th November 2020 the First Party (on receiving the balance sale consideration) will execute and get the Transfer deed of the Said Property registered, in favour of the Second Party.
4. That it has been clearly agreed and understood between the parties that time is the essence of this transaction.
5. That the First Party hereby assures the Second Party that the First Party has neither done nor been party to any act whereby the First Party rights and title to the Said Property may in any way be impaired or whereby the First Party may be prevented from transferring the Said Property.
6. That the First Party hereby declares and represents that the Said Property is not subject matter of any HUF and that no part of the Said Property is owned by any minor.
7. That the FIRST PARTY assure the SECOND PARTY that the Said Property is free from all kinds of encumbrances such as sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, lien, court injunction, Will, Trust, Exchange, Lease, legal flaws, claims, prior Agreement to Sell etc. etc. and if it is ever proved otherwise, or if the whole or any portion of the said Property is ever taken away or goes out from the possession of the SECOND PARTY on account of any legal defect in the ownership and title of the FIRST PARTY, then the FIRST PARTY will be liable and responsible to make good the loss suffered by the SECOND PARTY.
8. That the electricity charges and other dues and demands if any payable in respect of the Said Property shall be paid by the First Party upto the date of handing over the possession to the Second Party and thereafter the Second Party will be responsible for the payment of the same.
9. That the sale consideration includes the consideration for electricity connection and the security deposits made with the said department. Upon full payment, the Second Party shall be entitled to get the existing electricity connection transferred in their favour.
10. That the Second Party shall abide by all the laws, bye-laws, rules and regulations of the Haryana Urban Development Authority, Society/Local bodies or any other concerned authorities.

S. J. Jain


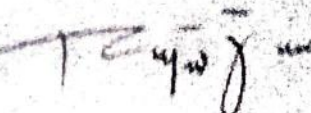
Sanjeev Jain

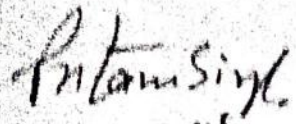

Rajiv Jain
[Signature]

Ritam Singh

Ronethy
Jain

11. That pending completion of the sale, the First Party neither shall enter into any agreement of sale in respect of the Said Property or any part thereof nor shall create any charge, mortgage, lien or any arrangement, in respect of the Said Property in any manner whatsoever.
12. That both the parties are fully aware that the Sale/Transfer Permission is required from Haryana Urban Development Authority for the transfer of the said Property, hence both the parties will co-operate to each other for obtaining the same as earliest.
13. That in case any of the parties hereto infringes any of the terms and conditions of this Agreement to Sell, then the other party shall be entitled to get this transaction enforced through the Court of law by Specific Performance of the Contract, at the cost and expenses of the defaulting party.
14. That the photostat copies of all relevant documents in respect of the said Property have been handed over by the FIRST PARTY to the SECOND PARTY and original documents in respect of the said Property, shall be hand over to the Second Party at the time of registration of Sale Deed.
15. That all other expenses of Transfer Charges for obtaining Transfer Permission from Haryana Urban Development Authority, Stamp Duty, and Registration Charges on the Sale deed in favour of the Second Party shall be paid by the **Second Party**.
16. If at any time provision of this Agreement to Sell become illegal, invalid or unenforceable in any respect, neither the legality nor the validity nor enforceability of the remaining provisions of this Agreement to Sell shall in any way be affected or impaired.
17. Except as otherwise provided in this Agreement to Sell no modification or amendment to this Agreement to Sell or any of the terms and conditions hereof shall be valid or binding ~~unless made in writing and~~ duly executed by all parties.
18. That this transaction has taken place at Faridabad and as such Faridabad Courts shall have exclusive jurisdiction to entertain any dispute arising out or in any way touching or concerning this deed.
19. This Agreement to Sell shall be executed in two counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.


 Sanjeev Jain



 Ramesh


IN WITNESS WHEREOF, the First Party and the Second Party have signed this Agreement to sell at Faridabad, Haryana on the date first mentioned above in the presence of the following witnesses:

WITNESSES

1. *[Signature]*

TILAKRAS NAMBERDAR & PRAKASH
A-9, FRIENDS COLONY EAST
NOV-65
7814037047

[Signature]
Sudhanshu Jain
[Signature]
First Party

Second Party

[Signature]
Ramesh Singh
[Signature]