



उत्तर प्रदेश UTTAR PRADESH

EL 564440

**AGREEMENT TO SELL**

This AGREEMENT TO SELL is made and executed at .....  
on this ..... day of ..... 2018, between .....  
Sh. VIKAS KUMAR S/o. SHRE. RAJAN KUMAR  
R/o. G-83, PREET VIHAR DELHI - 110032  
..... of the one part, hereinafter called  
the VENDOR.

AND

Sh TALEWAR SINGH S/o SHRE. PRABHOO SINGH AND ALKA SINGH  
W/O TALEWAR SINGH  
R/o H.NO - J-27 NEAR NEAR NALKOOP COLONY, DJ COMPOUND CIVIL LINE  
MORADABAD U.P. - 241001 of the second part, hereinafter called the VENDEE.

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



*Kumar*

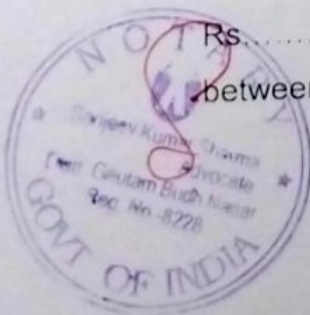


WHEREAS the VENDOR aforesaid is the actual and absolute Allottee/Lessee and in possession of Residential Plot No. A-58 situated in SITE - C EXT. (H)..... within Greater Noida Distt. Gautam Budh Nagar, U.P. admeasuring 300 Sq. Mtrs. duly allotted by UPSIDC LTD., Surajpur, Distt. G. B. Nagar vide allotment No..... hereinafter referred to as the PROPERTY .

AND WHEREAS THE VENDOR aforesaid is desirous to sell said property in favour of the VENDEE aforesaid for the total Sale consideration amount of Rs. 2798.900/- (Rupees Twenty Seven lacs Ninety Eight thousand <sup>only</sup> five Hundred) and the VENDEE has also agreed to purchase/acquire the same for this very amount.

**NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:-**

1. That the total sale consideration of the said property has been settled to as Rs. ..../- (Rupees ..... only) in between both the parties.



*(Handwritten signature)*



2. That the Vendor aforesaid has received an amount of Rs 27,98,900/- (Rupees Twenty Seven Lacs Eight Thousand Nine Hundred Only) from the Vendee aforesaid, as an advance money, the receipt of which the Vendor hereby acknowledges and the payment is being made in the following manner:-

<u>MODE OF PAYMENT</u>	<u>AMOUNT</u>
1. BY CHEQUE NO. 110943 DATED 19/09/2018 STATE BANK OF INDIA MORADABAD	<u>1,98,900/-</u>
2. BY RTGS UTRNO-ANDBH18302096219	<u>15,00,000/-</u>
3. BY CHEQUE NO - 000262 DATED 01/11/2018	<u>9,00,000/-</u>
4. BY CHEQUE NO - 000263 DATED 02/11/2018	<u>2,00,000/-</u>

3. That there is no balance due towards the Vendee to be paid to the Vendor in respect of the said property.

4. That the Vendor has assures the Vendee that the aforesaid property is free from all sorts of encumbrances such as charges, sale, lien, gift, pledge, loan, dispute, mortgage, litigation attachment, injunction, exchange and decree of any court of law, if it is proved otherwise the Vendor shall be liable and responsible for the same and the Vendee shall have the rights to recover the entire amount with cost and expenses from the movable and immovable properties of the Vendor.

5. That the Vendor shall apply and obtain the permission for transfer the aforesaid property from the concerned authority in favour of the said Vendee or his/her nominee (s) and shall execute the Transfer Deed/Sale Deed within 60 days after such permission.

6. That the expenses to be incurred for the execution of the TRANSFER DEED / SALE DEED on stamp duty, registration fees and other legal expenses will be borne by the Vendee.



*Kumar*



7. That the Vendee shall have the rights to get the Transfer Deed / Sale 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 confirms & assures the Vendee that Vendor or his/her spouse living did not avail & shall never be availed such and facility contrary to the terms/conditions of the allotment & other benefit of the aforesaid property till the execution & registration of final Transfer Deed & mutation process of process property in process of the Vendee or his/her legal heirs nominees etc.
9. That the Vendor has received the payment against the above said property and shall not demand any further payment at the time of execution of lease deed if & when required and also make himself present for further sale in any other name if desired by the Vendee, on receiving of balance amount, if any.
10. That the Vendor shall be liable to incur all out-standing dues and demands in respects of the said property to the date hereof and that all future dues & balance payment shall be paid by the Vendee.
11. That in case of breach of any clause by the Vendor aforesaid, the Vendee shall have the rights to get the Transfer Deed registered through 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.
12. That the Vendor has handed over the possession of the above said property in favour of the Vendee at the time of execution of this Agreement to Sell.



*Kumar*



13. That if the Vendee does not execute the Transfer Deed within the given time then his advance money aforesaid will be forfeited in favour of Vendor.
14. That if the Vendor does not execute the Transfer Deed within the given time then he/she has to pay the double amount of the advance money to the Vendee.
15. That both the parties would pay 2% commission each to the broker.

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

WITNESSES

1. *Kuldeep*  
KULDEEP SINGH S/O SH. JAGVEER SINGH  
G-145, GAMMA-I GREATER NOIDA

*Kumar*  
VENDOR

2.

VENDEE

ATTESTED



Sanjeev Kumar Sharma  
Advocate Notary  
Reg. No. -8228  
Distt. Gautam Budh Nagar