

भारतीय गैर न्यायिक

पचास
रुपये
रु.50

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

CK 441690

AGREEMENT TO SELL

This AGREEMENT TO SELL is made and executed at GAUTAM BUDH NAGAR U.P. on this 02 day of May 2022 between Mrs Padmini Brahma Mrs. Abhaya Swari Brahma, Mrs. Renu Singh, Mrs. Binapani Basumatary,

hereinafter called the VENDOR.

AND

Mr. Amarjeet Singh Tejpal Singh & Mrs. Sonia Chauhan
W/o Sh. Amarjeet,

hereinafter called the VENDEE.

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

WHEREAS the VENDOR is the lawful owner of a Residential Plot/Flat/House No. AG, Block- G Sector- Ph- Ekankh Area- 558.60 Sq. Mtrs. Vide allotment No. EVE0157044 situated in Greater Noida, Distt. Gautam Budh Nagar U.P. hereinafter referred as the PROPERTY.

P. Brahma
Abhaya Swari Brahma
Renu Singh

Binapani Basumatary

Sonia

Amarjeet



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

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:-

1. That the total sale consideration of the said property has been settled an amount of Rs. 1,70,00,000/- (Rupees one crore seventy Lakh only) between both the parties.
2. That the VENDOR has received a sum of Rs. 10,00,000/- (Rupees Ten Lakh only) from the VENDEE as FULL AND FINAL / PART payment the receipt of which the payment has been made in the following manner.



P. Brahma

Abhayani Brahma

Prerip

Binapani Basumatary

Sanjay

A. Singh

S.No.	MODE OF PAYMENT	DATE	AMOUNT (Rs.)
①	By RTGS / Transfer	02/05/2022,	₹ 2,50,000/-
②	" "	02/05/2022,	₹ 2,50,000/-
③	" "	02/5/2022,	₹ 2,50,000/-
④	" "	02/05/2022,	₹ 2,50,000/-
Total:			<u>₹ 10,00,000/-</u>

3. That the balance amount of Rs. 1,60,00,000/-
(Rupees one crore sixty lakh only)
Shall be payable by VENDEE to the VENDOR/Greater Noida Authority, at the time of the execution of TRANSFER DEED/ LEASE DEED.
4. That the VENDOR will hand over the lawful, actual, peaceful and vacant physical possession of the said property to the VENDEE at the time of execution of Transfer Deed/Lease Deed.
5. That VENDOR shall apply and obtain the permission for transfer/sale of the said property in favour of the VENDEE aforesaid or his/her legal heirs, nominee(s) from the Greater Noida Authority and shall get the transfer deed registered within sixty days after such permission and VENDOR will also execute the LEASE DEED with the Greater Noida Authority if and when required.
6. That the VENDOR has assured the VENDEE that the above said property is free from all sorts or encumbrance such as mortgage Sale, pledge, lien, gift etc. and if proved otherwise the VENDOR shall be liable and responsible for the entire compensation.
7. 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.



P. Bralana
Abhaykumar Braham
Rajesh
Bansari Baramatary
Soni
Soni

8. That if due to miss- statement of the VENDOR the above property/ other benefits relating to the property canceled/ withdrawn by the Greater Noida Authority, all the damages will be claimed by the VENDEE from the VENDOR. And in case whereas due to changes in this scheme of canceled VENDEE shall be entitled to all substitute alternatives accommodation & other benefits from the Greater Noida Authority.
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 is case any Document/Transfer Application is changed by the Greater Noida Authority, then the VENDOR well execute and sign the relevant documents etc.
11. That the expenses to be incurred on Stamp Duty, registration fee and other legal expenses i.e. Transfer Deed/Sale Deed/Lease Deed shall be paid by the VENDEE aforesaid.
12. That the Transfer charges to the above said property shall be payable by the VENDEE to Greater Noida Authority.
13. That incase the VENDEE fails to pay the balance amount (if any) within 60 Days Months, Means till dated 02/07/2022, from today. Then this agreement to sell shall be deemed as cancelled on the part & fault of VENDEE and avoidable on the part of VENDOR. The VENDOR may forfeit and amount to the execution till 10% of the total sale consideration as forfeiture of the earnest money out of the party payment made so for.
14. That in case of breach of any clause by the VENDOR aforesaid, the VENDEE shall have the right to get the Transfer Deed/Sale Deed registered through Court of law after depositing the balance amount of this agreement to sell in the court or vendor shall pay double amount of the advance amount.

IN WITNESSES WHERE OF, the VENDOR and VENDEE aforesaid have set their respective hands on this AGREEMENT TO SELL at palace, on the day month & year first above mentioned in the presence of the following witness:-

WITNESSES:-

1- Bibek Basumatary
Bibek Basumatary
40. C. Basumatary
R.N.B. Road, Kollajlar
ASSAM (783 370)

P. Brahm
Abhayanwari Brahm
Rdriph
Bengpai Basumatary
VENDOR

[Signature]
[Signature]
VENDEE



ATTESTED

Virendra Kumar Gary Ag
Notary Reg No-2874
GB Nagar u.p