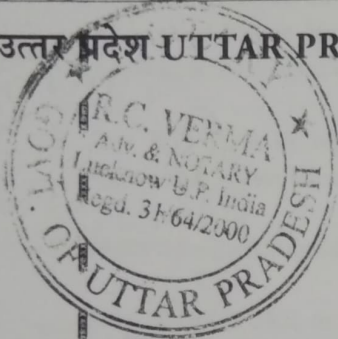




उत्तर प्रदेश UTTAR PRADESH



GA 693196
04 MAY 2022

Agreement to Transfer

This agreement to transfer ("Agreement") is executed at Lucknow on the 14th day of Jun-2022 ("Effective Date") by and between:

Mr. Sudhir Kataria (PAN No. AASPK0018Q) Son of Mr. Sat Pal Kataria R/o 22/117, West Patel Nagar, Central Delhi, Patel Nagar, Delhi -110008 (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. Brijesh Kumar Yadav (PAN No. ACWPY5889P) Son of Mr. Shyam Dev Yadav R/o 244-B, Bankers Colony, Lane-1, Parmantpur, Hussenabad, Jaunpur(U.P)-222002 (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.

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

SIGNATURE ATTESTED

R.C. VERMA
& NOTARY
Collector's Office
Lucknow U.P. INDIA
Regd. No. 31/64/2000

Sudhir Kataria 1

Brijesh

WHEREAS

- A. The Transferor has booked a Plot No. D-129 in Project DLF garden City, Village Purseni, Rai Bareilly Road, Lucknow, with Customer Ref No. UNQ/277/000451 having measuring area 208.20 Sq. Mt. ("Property") from DLF Ltd. ("Developer") vides allotment no. 0828 dated 17.11.2012.
- B. 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 an amount of Rs. 41, 21,000.00/- (Rupees Forty One Lakh Twenty One Thousand Only).
- C. The Transferee do hereby agreed to pay Rs. 5, 36,627.00/- (Rupees Five Lakh Thirty Six Thousand Six Hundred Twenty Six Only) to DLF Limited on or before the date of transfer.
- D. The Transferee do hereby agreed to pay Rs. 1, 42,316.00/- (Rupees One Lakh Forty Two Thousand Three Hundred Sixteen Only) to Garden City Residents Welfare Association on or before the date of transfer.

E. The Transferee do hereby agreed to pay Transfer Charges Rs. 30,710/- (Rupees Thirty thousand Seven Hundred Ten Only) to DLF Limited as applicable.

F. If any other additional charges from DLF LTD arises will be borne by Transferee.

Now THEREFORE, in consideration of the forgoing 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:-

- G. The Transferor do hereby agrees to transfer all its rights, interests' liens and titles in the Property in favor of the Transferee for amount of Rs. 41, 21,000.00/- (Rupees Forty One Lakh Twenty One Thousand Only). Payable by the Transferee to Transferor in the following manner:
- a) The Transferee has paid an amount of Rs 1,001.00/- (Rupees One Thousand One Only) via IMPS Ref No. 215918988267 Dated 08.06.2022 through SBI as earnest money.
- b) The Transferee has paid an amount of Rs 98,990.00/- (Rupees Ninety Eight Thousand Nine Hundred Ninety Only) via NEFT No. SBIN422161313332, Dated 10.06.2022 through SBI as earnest money.
- c) The Transferee has paid an amount of Rs 4,00,000.00/- (Rupees Four Lakh Only) via NEFT No. SBIN4220613388613603, Dated 13.06.2022 through SBI as earnest money

SIGNATURE ATTESTED

R. C. VERMA
NOTARY
Corporate Court
Lucknow U.P. India
Regd.No. 31/64/2000

Surender Kumar

Brijesh

d) Transferee shall pay the remaining amount of **Rs.36,21,009.00/- (Rupees Thirty Six Lakh Twenty One Thousand Nine Only)** to the Transferor, **on or before** the date of transfer.

1. 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.
2. The Transferee undertakes to pay the Agreed Consideration to the Transferor within the due date **i.e. 30th Jul-2022** without fail and without any delay or default or demur as time in respect of payments is of essence of the Agreement.
3. If the Transferee fails to pay the Agreed Consideration to the Transferor within the dates specified in Clause above, the Transferor shall without prejudice to its other rights, be entitled to forthwith terminate this Agreement and forfeit earnest money 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.

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.

5. Transferor will handover original builder buyer agreement & all original papers received from D.F. builder to the Transferee, once the Transferee has made complete payment of Agreed Consideration to the Transferor.

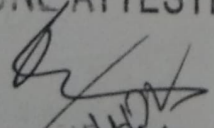
6. In the event that the cheque received from the Transferee towards earnest money is not honored or credited to bank account of Transferor, the agreement shall stand null and void.

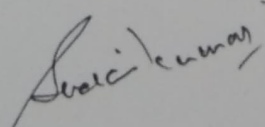
7. The Transferor represent that it has not done any act and/or transaction concerning the Property and / or created any mortgage and encumbrances of any nature whatsoever further, the Transferor represents that subject to provisions of the builder buyer agreement, the title of the property is clear, transferable and free from all encumbrances and reasonable doubts and Transferor have full right, title and interest to transfer the property.

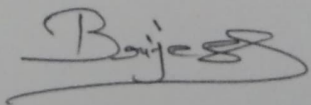
8. Further, the Transferor undertake not to enter into any agreement to create any charge or lien or encumbrance on the property from the effective date till date of payment of the agreed consideration by the Transferee to the Transferor or forthwith termination of the agreement, whichever is earlier.

9. 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 an effectual transfer of the property in favor of the Transferee and shall always

SIGNATURE ATTESTED


R. C. VERMA
& NOTARY
Court
Lucknow U.P. India
Regd.No. 31/64/2000


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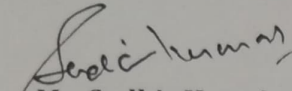
assist by way of signing requisite papers/application for the purpose of carrying out the intension of this agreement.

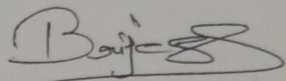
10. This Agreement constitutes the entire understanding between the parties. It supersedes all prior understanding between the parties with respect to the subject matter of hereof.

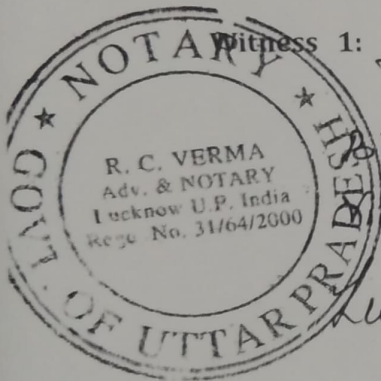
IN WITNESS WHEREOFF, the parties here to have set their respective hands on these presents on the date, month and year here in above first mentioned in the presence of the following witnesses.

Transferor

Transferee

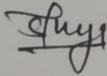

Mr. Sudhir Kataria


Mr. Brijesh Kumar Yadav



Witness 1:

2:

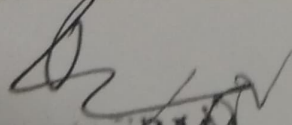


24/605, DLF my PAD

Bhuti Khand, Gomti Nagar

Lucknow. 226010

SIGNATURE ATTESTED



4

RMA
& NOTARY
Cantonment Court
Lucknow U.P. India
Regd.No. 31/64/2000