

KHASRA-37 1.81 ACRE
1996

1/3

50 Rs.



AGREEMENT TO SELL

This Agreement to Sell is made at CHHATA on 10th day of January 1996.

BETWEEN

Shri Jai Prakash S/o. Late Shri Nathi Lal, 23/78, Dhulia Ganj Agra (U.P.) hereinafter called 'The First Party' wherever this expression has been used.

AND

M/s. Ginni Filaments Ltd., a Company incorporated under the Companies Act, 1956 having its Registered Office at 110 KM Stone Delhi, Mathura Road, Chhata, District Mathura, 281401 through their General Manager Shri K.K. Syal S/o Shri A.C. Syal, Ginni Filaments Ltd., 110 K.M. Stone, Delhi-Mathura Road Chhata hereinafter called 'The Second Party'.

The expression of First Party and Second Party wherever they occur in the body of this Agreement, shall mean and include their heirs, successors, legal representatives, executors, administrators, survivors and assigns.

Whereas the "First Party" is the absolute legal owner 1/7th Share in the agriculture land (three fasli) situated at village Chhata. Araj Khata No. 287. Khasra No. 37 total measuring 12.67 Acres described in schedule hereto and marked in Red Colour in the plan annexed hereto and forming an integral part of this agreement (hereinafter referred to as the "demised land"). The 'First Party' has inherited the said land after the demise of their father Late Shri Nathi Lal. The division of the said land has not taken place amongst seven brothers and as such the first party has 1.81 acres of land in this share in the total aforesaid land of 12.67 acres. The First Party is in absolute possession of his share of 1.81 acres of land.

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For GINNI FILAMENTS LTD.

Kamal Syal.
K K SYAL
General Manager

सहायक प्रबंधक

For GINNI FILAMENTS LTD.

सहायक प्रबंधक

Kamal Syal



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And whereas the 'First Party' for their bonafide needs and requirement has agreed to sell and the Second Party has agreed to purchase the abovementioned agriculture land (three fasli) with all the rights and titles thereto on the following terms and conditions.

NOW THIS AGREEMENT ~~TO BE SIGNED BY THE PARTIES~~ WITNESSES

1. That the First Party has taken the permission in writing from the other six co-sharers with regard to the sale of his share to the second party. That the co-sharers will be bound by the said writing.
2. That the 'First Party', their heirs, successors and assigns shall have no claim, title and interests in the said agriculture land and the Second Party will become its sole and exclusive owner fully entitled to use the same in any manner after the full consideration is received and the sale deed is executed. The First Party has received a part payment of Rs. 1,00,000/- (Rupees One lac only) through demand draft drawn in the name of Shri Jai Prakash.
3. The First Party is bound to execute the sale deed of the said agriculture land in the name of the second party or its nominee (s) and get the sale deed executed and registered in the office of the Sub-Registrar, Chhata, Distt. Mathura and will receive the balance amount of Rs. 9,40,750/- (Rs. Nine Lacs Forty Thousands Seven Hundred Fifty Only) at the time of the execution of the sale deed, from the second party and as such the total consideration for the 1/7th Shares of the first party in the said land shall be Rs. 10,40,750/- (Rs. Ten Lacs Forty Thousands Seven Hundred Fifty Only).
4. That all the execution of Stamp papers, Registration charge etc. etc. shall be paid and borne by the second party.
5. That the first party assures the second party that the said agriculture land hereby agreed to be sold free from all kind of encumbrances, such as sales, mortgage, gift, litigations, disputes, lien, charges, agreement to sale with any one and the decree of any court etc. etc. and if it is proved otherwise then first party will be liable for the same and shall keep the second party fully indemnified.

For GNNI FILAMENTS LTD.

Contd. 3.

Karnal Shal
General Manager

Shri Jai Prakash

Karnal Shal

For GNNI FILAMENTS LTD.

6. That wherever the presentation of the first party will be required for the completion of any acts, deeds, executed present the same shall be attended without any hitch.
7. That if the first party for any reason fails to execute the sale deed within the agreed period of four months, the first party is liable to pay a penalty of Rs. 50,000/- (Rupees Fifty thousand only) because of delay. However, the agreement will remain in force and the first party will get the sale deed execute thereafter in the agreed period and in case of second party refuses to get the sale deed executed for any reason whatsoever, the advance amount given will stands forfeited.
8. That the agriculture land Araj Khata No. 287, Khasara No. 37, total measuring 12.67 Acres which has devolved jointly in the seven brothers on 7/7/87 and the said land got transferred in the name of co-sharers namely Jagdish Chand, Vijay Prakash, Jai Prakash, Madhav Chand, Uddhav Chand, Vinod Bihari, Gyaneshwar Prasad. The mother Smt. Anjana Devi has no claim/share/right in the said agriculture land which she has confirmed/affirmed in her affidavit dtd. 10.1.96. Neither she will claim in future. In case such claim is demanded by Smt. Anjana Devi all the seven sons jointly will be liable for that.
9. That it will be the duty of the first party to obtain the necessary sanction/no-objection/clearance required for execution of the sale deed from the appropriate Income Tax authorities within a period of four months from the signing of this agreement.
10. That this agreement is binding on the parties and their respective heirs.
11. That the second party shall get sale deed executed from first party within four months or earlier as per clause 12 of this agreement. The first party undertakes to execute the sale deed after getting the balance sale consideration within the aforesaid stipulated time. Both of the parties undertake to perform their part of the contract within the stipulated time. The time is specifically made the essence of the contract. The first party shall hand over immediate possession of the aforesaid land to the second party on execution and registration of the sale deed.

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For GINNI FILAMENTS LTD.

Kamal Syal
K K SYAL
General Manager

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For GINNI FILAMENTS LTD.

Kamal Syal

presented

K K Syal



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Kamal Syal

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महाराष्ट्र (पाठ व अभ्यास) श्री. नरसिंहजी. दत्त

इसका विषय

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John C. ...
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Kamal Syal

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~~B.I. CHAPARID~~

महाराष्ट्र का इतिहास/साहित्य/संस्कृत

संस्कृत विद्यापीठ, मुंबई

Oct 26

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