

उत्तर प्रदेश UTTAR PRADESH

CG 698773

Page.....1

### AGREEMENT TO SELL

This AGREEMENT TO SELL is made and executed at GAUTAM BUDH NAGAR U.P. on this ..... day of ..... 2022 between NEETA GUPTA D/O SH  
HARI RAM GUPTA HO B-21, MADHUBAN, DECHI-92  
..... hereinafter called the VENDOR.

### AND

SHAILESH KUMAR MISHRA S/O SH VIJAY KRISHNA MISHRA  
BHARNA MISHRA W/O SH SHAILESH KUMAR MISHRA R/O  
D-144, OMICRON-1A, GREATER NOIDA..... 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/House/Flat no. 209 Block D, Sector ETA-01 Area 200 sq meters/ Sq Yards/ Sq feet, Vide allotment no. ETA0164499 Dated ..... situated in Noida/Greater Noida, Distt. Gautam Budh Nagar U.P. hereinafter referred as the PROPERTY.

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

*Neeta Gupta*

Cont.....2

*[Signature]*



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

1. That the total sale consideration of the said property has been settled to an amount of Rs 1,36,50,000/- Rupees One crore thirty six lakh fifty thousand only )

in between both the parties.

2. That the VENDOR has received a sum of Rs 14,00,000/- Rupees Fourteen lakh only )

From the VENDEE, as ~~ADVANCE/PART/FULL AND FINAL~~ Payment, the receipt of which, the VENDOR hereby acknowledges. The payment is being made in the following manner.

S.No	MODE OF PAYMENT	DATE	AMOUNT(RS)
1	RTGS	16/8/22	5,00,000 ~
2	RTGS	23/8/22	9,00,000 ~

TOTAL- 14,00,000 ~

3. That the balance amount of Rs 1,22,50,000/- Rupees one crore twenty two lakh fifty thousand only )  
Shall be paid by the VENDEE to the VENDOR/Noida/Greater Noida Authority at/up to the time of final Transfer Deed.
4. That the VENDOR will execute the LEASEDEED with the Noida/Greater Noida Industrial Development Authority, on his (VENDOR'S) own expense, if and when required.

*Neeta Gupta*

Cont.....3

*[Signature]*



Neele Gupta

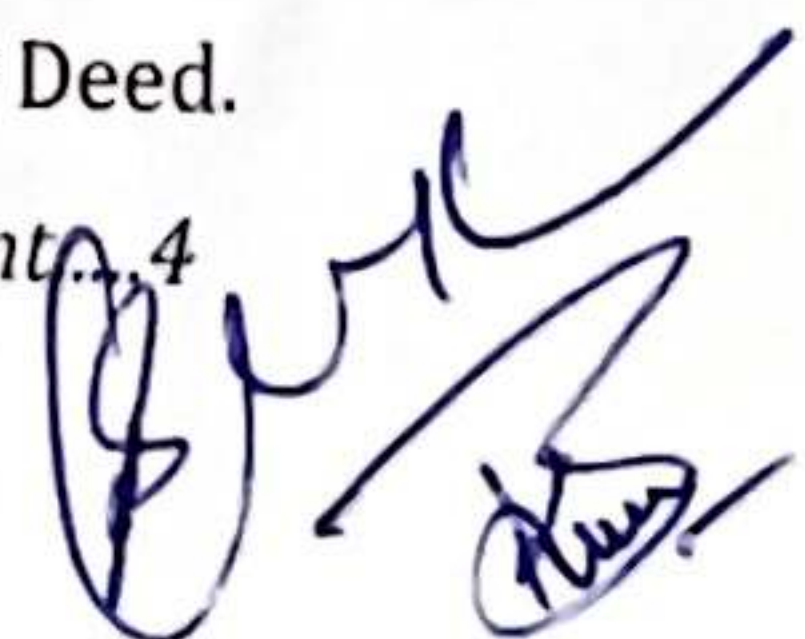
Page.....3

VENDEE on behalf of

5. <sup>^</sup> 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 Builder/Noida/Greater Noida Industrial Development Authority and after such permission, get the Transfer Deed registered. Transfer Charges will be paid by the VENDEE.
6. That the VENDOR confirms and assures the VENDEE that VENDOR or his/her spouse living did not avail & shall never be availed such facility 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 property in process in favour of the VENDEE or his/her legal heirs nominees etc.
7. That if due to miss-statement of the VENDOR, the above property or other benefits relating to the property cancelled/withdrawn by the Noida/Greater Noida Authority, all the damages will be claimed by the VENDEE from the VENDOR, and in case whereas due to change in this scheme or cancellation, VENDEE shall be entitled to receive all substitute alternatives accommodation & other benefits from the Noida/Greater Noida Industrial Development Authority.
8. That the VENDOR has assured the VENDEE that the above said property is free from all sorts of encumbrance, such as Mortgage, Sale, Pledge, Lien, Gift, Exchange, Attachment, Litigation, Dispute and Decree of any court of law and if proved otherwise, the VENDOR shall be liable and responsible for the entire compensation, and VENDEE shall have the rights to recover the entire amount, with cost and expenses from movable and immovable properties of the VENDOR.
9. All the previous Dues/Penalties/Instalments & Time Extension Penalty, due to Non Construction on plot, with interest, if any, related to this property, shall be borne by the VENDOR.
10. VENDEE have the rights to get the Transfer Deed of the said property executed in his/her favour or in favour of his/her nominee (s) for which the VENDOR has no Objection.
11. That in case any document/Transfer Application is changed by the Noida/Greater Noida Industrial Development Authority, than the VENDOR will execute and sign the relevant documents etc.
12. That the expenses to be incurred for the execution of the Transfer Deed i.e. Stamp Duty, Registration fees and other legal expenses, will be borne by the VENDEE.
13. 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.

Neele Gupta

Cont...4





14. That all the Original documents related to the Property, will be handed over to the VENDEE by the VENDOR, on the date of final transaction.
15. Its VENDEE's responsibility to deduct 1% TDS from the payment made to VENDOR, and deposit in the prescribed Bank, for which the VENDOR have NO OBJECTION.
16. That if the VENDOR does not execute the Transfer Deed within the given time than he/she has to pay the double of deposited amount.
17. That in case the VENDEE fails to pay the balance amount (if any) within 45 DAYS, means till dated \_\_\_\_\_ 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 an amount, up to a maximum of 10% of the total sale consideration, as forfeiture of the earnest money, out of the payment, party made so far.
18. 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 as per this 'Agreement to Sell' in court, and expenses incurred in the legal proceedings shall be liability of the VENDOR.
19. \_\_\_\_\_ Commission will be paid separately by the VENDOR and VENDEE to the Real Estate Agent on the day of final transaction.

In WITNESSES WHEREOF, the VENDOR and VENDEE aforesaid have set their respective hands on this AGREEMENT TO SELL at Place Gautam Budh Nagar, U.P. on the Day and Date, mentioned above, in the presence of the following witnesses:-

Note.....  
.....

WITNESSES:-

*Neeta Gupta*

1. VENDOR



2. VENDEE