

## AGREEMENT TO SELL

This Agreement to Sell ("**Agreement**") is executed at Noida on this .....<sup>th</sup> day of FEB 2023 ("**Effective Date**") by and between:

**MR. ROHIT JHA** (PAN No – **ACZPJ4663M** AADHAR No. – **7559 6659 3142**) S/O **NARAYAN JEE JHA** R/O **L-001, GREEN VALLY CGH, PLOT-18, SECTOR-22 DWARKA-110077, DELHI, INDIA** (Hereinafter called the "**Seller**", which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include heirs, executors, administrators, successors, and assigns), executed by the Seller, of the ONE PART

**AND**

**MR. ABHISHEK VARSHNEY** (PAN No – **AHNPV4650M** AADHAR No – **5168 0020 2036**) S/O **MR. KULBHUSHAN VARSHNEY JOINTLY WITH MS.MAMTA GUPTA** (PAN No-**AKKPG3137A** AADHAR No – **6394 7897 2691** ) W/O **MR. KULBHUSHAN VARSHNEY** ( R/O **FLAT NO 2103, 21 FLOOR, KALYPSO COURT TOWER SECTOR -128 JAYPEE WISHTOWN BAJIDPUR,GAUTAM BUDDHA NAGAR UTTAR PRADESH -201304** (Hereinafter called the "**Buyer**", which expression shall unless it be repugnant to the meaning or context thereof, be deemed to include heirs, executors, administrators, successors, and assigns) of the OTHER PART

The 'Seller' and 'Buyer' are hereinafter individually and collectively referred to as "**Party**" and "**Parties**" respectively.

### **WHEREAS**

- A. The Seller has been allotted Flat bearing No. **KCA0040906**, admeasuring area **96.78 SQ. M. (1041.74 Sq. Ft.)** at **KLASSIC, Jaypee Greens, Sector 134 Noida, Gautam Buddha Nagar** by **JAYPEE INFRATECH LTD.** ("Developer") vide provisional allotment letter ref: **17025/404649/KCA0040906** ("**Allotment Letter**") dated **15.03.2021**. The Seller is the beneficial owner/allottee of the Property and has exclusive rights to deal with the Property.

B. The seller has paid a sum of **Rs 48,14,179/- ( Rupees forty eight lakh fourteen thousand one hundred seventy nine only )** to the developer. The seller is ready to sell the property at **Rs 49,50,000/- ( Rs forty nine lakh fifty thousand only )** as against payment of **Rs 48,14,179/- ( Rupees forty eight lakh fourteen thousand one hundred seventy nine only )** paid to developer. the balance demand or Future outstanding will be directly paid by buyer to developer.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows: -

**1.** The Seller hereby agrees to transfer all its rights, interests, liens and titles in the Property in favour of the Buyer for a lump sum amount **RS. 49,50,000/- (RUPEES FOURTY NINE LAKH FIFTY THOUSAND ONLY)** (the “**Agreed Consideration**”), payable by the Buyer to the Seller in the following manner:

a) With the execution of this Agreement, the Seller has received **RS. 3,00,000 /- (RUPEES Three Lakh ONLY)** from the Buyer as per the following details:

i. **RS. 3,00,000 /- (RUPEES Three LAKH ONLY))** BY **NEFT/RTGS/CHEQUE NUMBER .....** BY .....  
**dated .....** IN FAVOR ..... on  
SIGNING of this ATS.

b) The balance amount of **RS. 46,50,000/- (FOURTY SIX LAKH. FIFTY THOUSAND ONLY)** shall be payable on execution of transfer documents for transfer in the records of the Developer. The said transfer shall be completed on or before **28 april 2023** (the ‘agreed date’).

**2.** The Buyer undertakes to pay the Balance Consideration on execution of transfer documents of **RS. 46,50,000/- (FOURTY SIX LAKH. FIFTY THOUSAND ONLY)** to the Seller on or before the ‘agreed date’ without fail and without any delay or default or demur as time in respect of payments is of the essence of the Agreement. If the Buyer fails to pay the Balance Consideration to the Seller as specified above, the Seller shall, without prejudice to its other rights, be entitled to forthwith terminate this Agreement and forfeit a sum of **RS. 3,00,000 /-**

**(RUPEES THREE LAKH ONLY)** There after the Buyer shall have no right or claim against the Seller or the Property.

**3.** Similarly, if the Seller terminates the deal for any reason after accepting the amount as per Para 1(a) above, then the Seller would be liable to pay triple of the amount i.e **RS. 9,00,000 /-** **(RUPEES Nine Lakh ONLY)** ( including paid amount) as penalty for non-fulfillment of Agreement within 7 seven days of such termination. Such reversal shall be made by the Seller within 7 seven days of such termination.

**4.** That the Seller has assured the Buyer that as on the date of this Agreement, the Property is free from all encumbrances including without limitation mortgage sale, pledge, lien, gift, family dispute, court case, stay, injunction, attachment etc. in case of any claims to the contrary, the Seller will ensure such claims are appropriately and adequately contested and cleared. In case the encumbrances are proved, the Seller shall be liable to make good any loss of value suffered by the Buyer and the Buyer will have the option to require the Seller to return all money advanced by the Buyer to the Seller.

**5.** That The seller owns the property and/or has not created any mortgages and encumbrances of any kind. Further, the seller represents that, subject to the provisions of the allotment letter, the title to the property is clear, transferable and free from all encumbrances and the seller has full right, title and interest to transfer the property.

**6.** That the Buyer will make payment of any demand called by the Developer after execution of this Agreement and the Seller will not be responsible if the same is not paid or delayed and interest is charged by the Developer on the same. The Seller will only intimate the Buyer of such demand called for by the Developer.

**7.** The Seller will hand over all original documents including the Allotment letter, the Offer of Possession letter and all payment receipts, in original to the Buyer at the time of payment of the Balance Consideration. One set of photocopy of the said documents have been provided by the Seller to the Buyer at the time of the execution of this Agreement.

**8. Transfer Charges** will be borne by the Buyer as applicable as per developer norms.

9. Upon receipt of the Agreed Consideration from the Buyer, the Seller shall give all necessary co-operation and assistance that may be required by the Buyer for complete and effectual transfer of the Property in favour of the Buyer.

10. The Seller represents that he is the sole allottee and has not given GPA to anyone and further confirm that no entered agreement to sell with anyone.

11. This Agreement shall be valid subject to encashment of the NEFT/RTGS/CHEQUE issued by the Buyers under this Agreement.

12. This Agreement shall be construed in accordance with the applicable laws of India. All disputes arising out of this agreement shall be subject to the amicable settlement and if not settled then with in the exclusive jurisdiction of the court of Noida.

IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED THIS AGREEMENT TO SELL AT THE PLACE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

**( Seller)**

**(Buyer)**

**WITNESSES:**

1)

2)