

AGREEMENT TO SELL

This Agreement to Sell is made at Gurgaon on 18th November 2023.

Between

Mr. Amit Agarwal having Aadhaar No. 492274201163 and Pan No. AEOPA5191E S/O Ram Avtar Agarwal and Mrs. Anupama Agarwal having Aadhaar No. 869629175013 and Pan No. ATYPS0193D W/O Amit Agarwal Both R/O 7229 Sector D, Pocket 7, Vasant Kunj, South West Delhi, Delhi -110070, India, hereinafter referred to as the **“FIRST PARTY”** or **“SELLER(s)”** (which expression shall unless it be repugnant to the context of meaning thereof shall mean and include its heirs, legal representatives, executors, nominees, successors, permitted assigns and administrators) of the **ONE PART.**

AND

Mr. Pranjal Gera having Aadhaar No. 604456791021 and Pan No. ASVPG7070P S/o Sh. Harish Gera R/O Street No. 7, 4th Crossing, Circular Road, Abohar Fazilka Punjab- 152116 and Ms. Nayan Kathuria having Aadhaar No. 566862584557 and Pan No. CCXPK1668K W/O Mr. Pranjal Gera (D/o Mukesh Kumar Kathuria) R/o 83, DG 3 Vikaspuri, New Delhi, West Delhi, Delhi - 110018, India, Hereinafter called the **“SECOND PARTY”** or the **“Party of the Second Part”,** (which expression shall also mean and include their heirs, successors, liquidators, executors, legal representatives, administrators and assigns etc.) of the other part.

WHEREAS the FIRST PARTY is allottee and owner of the **APARTMENT NO. 1202, 12TH FLOOR, TOWER NO. B, ADMEASURING 2001 SQ.FT. CONSISTING OF 3 BEDROOM, DRAWING/DINING, KITCHEN AND SERVENT ROOM IN PROJECT “Godrej Iconic Tower” SECTOR- 88A, GURUGRAM (HR.) 122505** along with Two Car parking (hereinafter called the said “Property”) by acquired vide builder buyer agreement **dated 22.02.2016** with M/s Godrej India Pvt. Ltd., a Company registered under the Companies Act 1956, having its Registered Office at Sector 44, Gurgaon (HR). (Hereinafter called the said “Property”)

AND WHEREAS the FIRST PARTY has full and unrestricted right and power to convey, transfer, alienate and sell/nominate the above said property.

AND WHEREAS the FIRST PARTY has agreed to Sell and SECOND PARTY agreed to Purchase the above said property i.e **APARTMENT NO. 1202, 12TH FLOOR, TOWER NO. B, ADMEASURING 2001 SQ.FT. CONSISTING OF 3 BEDROOM, DRAWING/DINING, KITCHEN AND SERVENT ROOM IN PROJECT “Godrej Iconic Tower” SECTOR- 88A, GURUGRAM (HR.) 122505** along with Two Car parking to the SECOND PARTY for a Total Sale Consideration of **RUPEES 1,71,00,000/- (RUPEES One Crore Seventy One Lakh Only)**. This total sale price is inclusive of all charges paid by the FIRST PARTY in the Company.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. That in pursuance of the said Agreement and pursuance of the Sale Consideration of **RUPEES 1,71,00,000/- (RUPEES One Crore Seventy One Lakh Only)** the FIRST PARTY has received the **earnest /agreement money of Rupees 17,00,000/- (RUPEES Seventeen Lakh Only)** in the following mode:

Date	Amount	DD/Cheque/RTGS	In Favour of
26.10.2023	1,00,000/-	IMPS329921105349	Amit Agarwal
18.11.2023	6,00,000	NB18181645886004174107	Amit Agarwal
18.11.2023	5,00,000	KKBKR12023111800762590	Amit Agarwal
18.11.2023	4,99,000	KKBKR12023111800763107	Amit Agarwal
18.11.2023	1,000	IMPS332218256600	Amit Agarwal

the receipt of which the FIRST PARTY hereby acknowledges. The FIRST PARTY being in good health and sound mind by their own free will without any pressure of any kind hereby has agreed to convey, sell the above said property along with benefits, easement, privileges and appurtenances to it unto the SECOND PARTY.

2. The remaining amount **Rs. 1,54,00,000/- (Rupees One Crore Fifty Four Lakh Only)** out of the Total sale Consideration of **RUPEES 1,71,00,000/- (RUPEES One Crore Seventy One Lakh Only)** included TDS shall be paid to the FIRST PARTY on or before the due date **31st January 2024**.

3. That the SECOND PARTY shall deduct TDS (as per Income Tax Law from 01-06-2013, applicable on all types of property transaction) on or before the transfer of the said property and provide TDS Challan to the FIRST PARTY.
4. That the time limits for the transfer of Property and final payment to the FIRST PARTY for the said Property has been agreed mutually to be on or before **31st January 2024**. Beyond this, the time limits can be extended only on mutual consent between FIRST PARTY and SECOND PARTY.
5. That the maintenance charges, electricity charges & any other dues till the final date of transfer in the name of SECOND PARTY shall be paid by the FIRST PARTY. FIRST PARTY will provide NOC from the concerned authority/ Builder at the time of transfer. After the date of transfer all charges shall be paid by the SECOND PARTY.
6. All the original documents will be handed over to the SECOND PARTY by the FIRST PARTY at the time of full and final payment and submission of transfer documents in the office of **M/S GODREJ INDIA PVT. LTD.**, Gurgaon in favour of SECOND PARTY. The final payment has to be paid via DD/ bank RTGS only, as per clause 2 of this agreement by the SECOND PARTY, Simultaneously with the transfer.
7. That the FIRST PARTY has given the Photocopies of the following documents pertaining to the said property to the SECOND PARTY at the time of signing this Agreement to Sell and Purchase.
 - i. Allotment Letter .
 - ii. Apartment Buyer Agreement .
 - iii. Offer of possession .
 - iv. Id cum Address proof-Self attested .
 - v. Pan Card Copy-Self Attested .
 - vi. Cancelled Cheque .
8. That the FIRST PARTY hereby also assures the SECOND PARTY that the property hereby conveyed is of their absolute ownership and that this agreement to sell is executed in all its entirety and the same is free from all sorts of encumbrances, charges, loans (including housing/home loan), mortgages, liens sale, gifts and transfers etc. and if proved otherwise then the FIRST PARTY shall be liable and responsible for all the losses, damages and harassments sustained by the SECOND PARTY and will indemnify, reimburse and make good the same to the SECOND PARTY, only up to and to the extent of the earnest money received by the FIRST PARTY under clause 1 of this agreement.
9. That the FIRST PARTY assures the SECOND PARTY that he has not entered into a similar/any agreement with any other party prior to this agreement and pending completion of the sale, the FIRST PARTY neither shall enter into any agreement of sale in respect of the above said Property or any part thereof nor shall create any charge, lien or any arrangement, in respect of the said Property in any manner whatsoever upon signing of this Agreement

10. All the expenses in respect of transfer/transfer charges, shall be borne by the First Party up to the date of transfer of Said Property. The subsequent expenses on Registration of Stamp Duty, Registration Charges, Advance Maintenance and other Misc. expenses shall be borne by the Second Party.
11. In the event of the last date of this transaction falling on the Public holiday, Saturday, Sunday or any other holiday if declared by the Government or unforeseen natural calamities on the final date of this agreement to sell, then the last date would be extended to the next working day or any other date which is mutually decided by the FIRST PARTY and SECOND PARTY.
12. That if any dispute arises between the FIRST PARTY and the SECOND PARTY, the same shall be referred to the honorable court having jurisdiction in Gurgaon.
13. That both the parties are liable to pay the commission of 1% each of the total sale consideration to their respective brokers.

IN WITNESS WHEREOF the parties have set their respective hands at these presents at Gurgaon, on the day, month and year first above written in the presence of the following witnesses.

WITNESSES: -

EXECUTANT

1.

FIRST PARTY

2.

SECOND PARTY