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AGREEMENT TO SELL AND PURCHASE

This Agreement is made at VALSHALL, Ghaziabad, on 07 07 24 between Kumar Ikshit (Holder of passport No. K4682787) S/o Akhilesh Kumar Gupta & Yashmini Gupta (Holder of passport No. R7732621) W/O Kumar Ikshit, R/o Flat 8134, Sector C-8, Vasant Kunj, New Delhi – 110070, Delhi, through registered POA in favour of Mr. Akhilesh Gupta bearing Aadhaar No. 5822 3737 7205, hereinafter called the FIRST PARTY

and

Mr Kumar Kartik / S/o A K Gupta and Mani Gupta W/o Kumar Kartik, R/o Flat 414, Vinayak, Mahagun Villa, Sector 4, Vaishali, Ghaziabad -201010, Uttar Pradesh, hereafter called the SECOND PARTY.

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Classification - Public

The term FIRST and SECOND PARTY, unless repugnant to the context, shall mean and include their respective heirs, successors, executors, administrators, trustees, legal representatives and assigns WITNESSTH.

WHEREAS the FIRST PARTY herein is the sole and absolute owner of the immovable property and in possession of Flat No. D-031, Tower D, Lumbini Terrace Homes, Gurugram, Haryana comprising of **Three bedrooms**, **D/D**, **three toilets**, **one kitchen**, **Servant room with toilet**, **and a balcony** with a super built-up area of <u>2177</u> **sq.ft**. together with <u>0.331</u> % share of undivided interest in the land as per the deed of declaration vide registration number <u>30405</u> dated <u>02.03.2017</u> along with common areas and facilities including covered car parking lot as allotted, which Flat / Apartment is more fully described hereunder and hereinafter called the AGREEMENT and is situated in the layout plan of Lumbini Terrace Homes built in sector 109, New Palam Vihar, Gurugram.

WHEREAS the FIRST PARTY as owner of the Apartment, he is having purchased the same from <u>Brisk Infrastructure and Developers Pvt Ltd</u> in terms of Sale Deed dated <u>08 Jun 2021</u> duly registered as Document No. <u>1197</u> Book – I, Volume <u>50</u> at Pages <u>187.25</u> on date <u>08 Jun 2021</u> <u>at the Office of the Sub-Registrar, Gurugram</u> since then the first party has been in possession and enjoyment of the Apartment and on payment of taxes and levies thereon as sole and absolute owner thereof.

That the first party for his legal needs and requirements has agreed to sell the flat for a sum of Rs 1,00,00,000 (Rs One Crore only) to the second party. Both parties i.e. FIRST PARTY and SECOND PARTY have agreed to sale/purchase of the said flat on the following terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSESS AS UNDER:

- That the entire consideration amount of the flat is finalized for a sum of Rs 100,00,000 (Rs One crore only).
- First party has received the amount of <u>Rs 100,000.00</u> (Rs One Lakh only) by Cheque No. <u>686671</u> of Bank/Branch <u>STATE BANK OF 1NB1A</u>, Used the comparison of the second party at the time of signing of this agreement.

TARY Classification - Public

- 3. Balance amount of <u>Rs 99,000,00.00</u> (Rs. Ninety Nine Lacs only) shall be paid by the second party to the first party within 02 months from the signing of this agreement and at the time of handing over the vacant possession and execution of the SALE DEED in the favour of second party or his/her nominee(s), whichever is later.
 - 4. That the first party assured second party that the said property under sale is free from all kinds of encumbrances sale, gift, liens, legal laws, court decrees, court injunctions, attachments whatsoever and if it proved otherwise the first party shall be liable and responsible for the same.
 - That all the expenses of this transaction i.e. registration shall be borne by the second party only.
 - 6. If the first party shall be defaulter to comply any terms and conditions of this agreement and fail to execute the concerned documents for transfer of ownership of the said property in favour of the second party in the office of the concerned S.R. office, as per the fixed period by this agreement then the first party shall have to pay double the amount of earnest money to the second party.
 - That the first party shall pay the house tax, all utility bills if any, till the date of final transaction.
 - That the first party shall clear all the society dues till date at his own cost and expense, gets the NOC from the society and shall also handover the possession of the said flat to the second party.
 - That the first party shall also handover the possession letter and the allotment letter to the second party.
 - 10. That if the second party fails to arrange the payment of the balance amount as per the clause 3 above, the transaction will be considered as cancelled the earnest money shall be forfeited.

OTARI Mahander S Puni Serugram Regd. No. 3993 Pouly Mari omen, Exp. 04-2022

Classification - Public

11. That this transaction shall be finalized through the mutually agreed LAWYER and both the parties i.e., first and second shall equally bear the cost of the Lawyer who will execute the SALE DEED at concerned S.R. Office.

IN WITNESS WHEREOF the parties herein have affixed their respective signatures to this Agreement at _Vaishali, Ghaziabad_on this _7th_ day of _July_ month of _2021_ year in the presence of the witnesses:

WITNESSES:

1. FIRST PARTY.

2. SECOND PARTY.

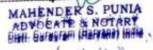
First Party

Signature of Seller/First Part

Signature of Purchaser/Second Party



ATTESTED



1 JUL 2021

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Classification - Public