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INDIA NON JUDICIAL

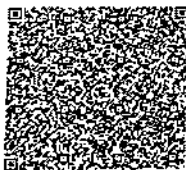
Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK09708482869581U
 Certificate Issued Date : 26-Sep-2022 10:22 AM
 Account Reference : NONACC (SV)/ uk1278004/ DEHRADUN/ UK-DH
 Unique Doc. Reference : SUBIN-UKUK127800424730547959544U
 Purchased by : GENDAN LAL DWIVEDI
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : INDU RAWAT
 Second Party : GENDAN LAL DWIVEDI
 Stamp Duty Paid By : GENDAN LAL DWIVEDI
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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MUSHDI LAL NAUTIYAL
 STAMP VENDOR, L.No.-206
 COURT COMPOUND,
 DEHRADUN.



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
 Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
 The burden of checking the legitimacy is on the users of the certificate.

AGREEMENT OF SALE WITHOUT POSSESSION

THIS AGREEMENT OF SALE IS MADE ON THIS the 26th day of September, 2022 Between Mrs. Indu Rawat W/o Late H/LT. Shiv Singh Rawat R/o VPO Umrao Nagar, Padampur, Motadhak, Kotdwar, Distt. Pauri Garhwal, Uttarakhand (hereinafter called "THE FIRST PARTY") of the ONE PART; and Mr. Gendan Lal Dwivedi S/o Late Yageshwar Prasad R/o H. No. 10 Lane No. 2, Badrish Colony, Dharampur Danda, P.O. Nathanpur, Dehradun, Uttarakhand through his attorney and daughter Mrs. Sangeeta Dwivedi W/o Mr. Deepankar Joshi R/o 4144, ATM Advantage Tower-4, Plot No. 17, Ahinsa Khand, Phase-1, Indirapuram, Shipra Sun City Ghaziabad, Uttar Pradesh (Hereinafter called "THE SECOND PARTY") of the OTHER PART

The expression "THE FIRST PARTY" and "THE SECOND PARTY" unless repugnant to the context shall mean and include their respective heirs, successors, Legal Representatives, Executors, Administrators and Assignees Etc.

WHEREAS the First Party is the owner of plot mentioned below in the schedule by virtue of Sale Deed Dated 20.10.2015 duly registered in the office of Sub – Registrar, Dehra Dun in Book No. 1 Vol. 2242 at Pages 205 to 252 at Sr. No. 10127 on Dated 20.10.2015 executed by WG. CDR. Nishith Burman S/o Late Sh. B. D. Burman R/o A-1301, Sai Residency, Opp. IOC Petrol Pump, Bhimrad Road, Althan, Surat, Gujrat.

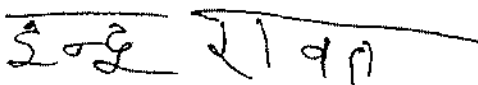
AND WHEREAS said Nishith Burman S/o Late Sh. B. D. Burman R/o A-1301, Sai Residency, Opp. IOC Petrol Pump, Bhimrad Road, Althan, Surat, Gujrat purchased the said plot from The Sainik Co – Operative House Building Society Ltd. Dehradun through Sale Deed Dated 28.07.1982 duly registered in the office of Sub – Registrar, Dehradun as document no. 5736.

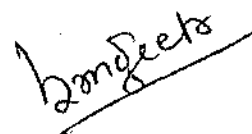
AND WHEREAS, the said plot is free from all Encumbrances, Charges, Liens, Claims, Demands, Attachments, Mortgage. Debts, Securities, Sale Agreement, Acquisition, Ceiling, Litigation whatsoever and the First Party has absolute right to transfer the same.

AND WHEREAS the First Party is desires to sell the said plot and The Second Party is willing to purchase the said plot more fully described in the schedule hereunder for a consideration of Rs. 2,00,00,000/- (Rs. Two Crore only) free from all Encumbrances, Charges, Liens etc. whatsoever.

NOW THEREOF, THIS AGREEMENT IS WITNESSTH AS UNDER:

1. That the First Party Shall sell the said plot morefully mentioned below in the schedule, free from all Encumbrances, Charges, Liens, Claims, Demands, Attachments, Mortgage., Debts, Securities, Sale Agreement, Acquisition, Ceiling, Litigation whatsoever with all rights belonging and appurtenant thereto to the Second Party.





2. That the consideration of the said property is fixed at Rs. 2,00,00,000/- (Rs. Two Crore only) out of which Rs. 1,00,00,000/- (Rs. One Crore only) has been paid by the Second Party to the First Party as advance in following manner:-

A) Rs. 10,00,000/- Rs. Ten Lakh only through Cheque No. 019376 Dated 11.09.2022 drawn on ICICI Bank.

B) Rs. 50,00,000/- Rs. Fifty Lakh only through Cheque No. 019377 Dated 20.09.2022 drawn on ICICI Bank.

C) Rs. 40,00,000/- Rs. Forty Lakh only through Cheque No. 019378 Dated 20.09.2022 drawn on ICICI Bank.

the receipt of which the First Party hereby acknowledges and the balance Sale Consideration shall be paid by the Second Party to The First Party at the time of the execution & registration of sale deed .

3. That the First Party shall satisfy the Second Party regarding her title in the plot, mentioned in the schedule before the execution and registration of sale deed.
4. That the Sale shall be completed on or before 15.02.2023 as per terms of this agreement or the time extended by mutual consent of the parties. It is to made clear that the schedule plot is located in Defence Colony govern by rules and regulations of The Sainik Co – Operative House Building Society Ltd. and as per the rules of Society if anybody sell his plot/property, then permission of sale/NOC shall be taken from the Society, so the First Party shall take the permission of sale/NOC from the society before the time fixed for registration of sale deed and if due to any reason the permission of sale/NOC shall not taken by the First Party before registration of sale deed then according the time of registration of sale deed extended.
5. That the First Party shall hand over the actual vacant possession of the said plot to the Second Party at the time of execution of Sale-Deed(s).
6. That the expenses for preparation of the sale deed(s) and the cost of Stamp and Registration Charges Typing etc. shall be borne by the Second Party.
7. That the Second Party shall have right to get executed the Sale-Deed(s) either in its own name or in the name of its nominee(s), but the same shall be executed in the name of person who is eligible as per the norms/rules of society. The First Party shall have no right to object the same.
8. That all Taxes, Cesses, society dues or any amount due in respect of the said property till the date of the delivery of the possession of the said plot to the Second Party shall be paid by the First Party and

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deliver the receipt of same to Second Party, and all amounts falling due thereafter shall be paid by the Second Party.

9. That if the First Party fails to perform their part under this contract, the other party shall have right to get specifically enforce this agreement of sale through court of law and recover cost and expenses thereof and if Second Party fails to pay the balance sale consideration as aforesaid in that case the First Party shall have right to forfeit the advance already received and cancel this agreement.

SCHEDULE OF PROPERTY TO BE SOLD

All that society plot no. S-4, D-87 total area 980 Sq. Mts. or 1173 Sq. Yards situated at Defence Colony, Mauza Shahnagar, Defence Colony, Pargana Parwa Doon, Distt. Dehradun and the said plot is bounded and butted as follows :-

By East : Plot No. S-4, D-86, side measuring 144 Ft.

By West : Plot No. S-4, D-88, side measuring 145 Ft.

By North : Plot No. S-4, D-84, side measuring 73 Ft. 6 inches.

By South : 14 Mtrs. wide road, side measuring 72 Ft. 6 inches.

IN WITNESS WHEREOF the parties to this deed have signed and executed this agreement in presence of witnesses on the Day, Month And Year First above written.

FIRST PARTY

SECOND PARTY

S-4 D-87

WITNESSES No. 1

DEEPANKAR GOHIL
4144, ATS Advantage,
Indraprastha, Ghaziabad.

WITNESSES No. 2

ANUP MITTAL
Flat No. 501
1st Krishna Tower
118 Subhash Road.
Dehradun
Tel: 6395194771