



# **INDIA NON JUDICIAL**

## **Government of Uttarakhand**

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Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference Purchased by **Description of Document Property Description** Consideration Price (Rs.)

First Party Second Party Stamp Duty Paid By Stamp Duty Amount(Rs.)

IN-UK63091173929182V 13-Jul-2023 03:43 PM NONACC (SV)/ uk1214604/ DEHRADUN/ UK-DH SUBIN-UKUK121460432504165027095V • • SONIKA SHARMA AND SANJAY KUMAR CHOUDHARY ÷ Article 5 Agreement or Memorandum of an agreement NA 1 0 : (Zero) : SACHIN GIRI SONIKA SHARMA AND SANJAY KUMAR CHOUDHARY

SONIKA SHARMA AND SANJAY KUMAR CHOUDHARY : :

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(One Hundred only) सत्यमव जयत

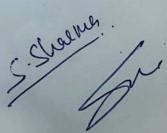






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clestamp.com or using e-Stamp Mobile App of Stock Holding.

## **AGREEMENT TO SELL**

This Agreement to sell is made and executed at Dehradun on this 13 July, 2023

#### Between

Mr Sachin Giri S/O Mr Gopal Giri (PAN: AKLPG1251E) R/O 19/1 Vasundhara Enclave Jakhan, Rajpur, Dehradun, Uttarakhand-248001. On the first part, hereinafter called the FIRST PARTY/ Seller.

#### And

Mrs. Sonika Sharma W/O Mr. Sanjay Kumar Choudhary (PAN: BGTPS5461F) & Mr. Sanjay Kumar Choudhary S/O Mr Shashi Kant Choudhary (PAN: AGXPC0992J), R/O D1-802, Pacific Golf EstateSahastradhara Road Dehradun Uttarakhand-248001. The other part hereinafter called the SECOND PARTY/PURCHASER.

(The expression and words of the FIRST PARTY and the SECOND PARTY shall mean and

Include their legal heirs, successors, nominees, executors, administrators, legal

representatives respectively ).

AND WHEREAS the FIRST PARTY is the actual owner of Shop No. 163 (125/163/293) & New No. 131/2/163/125 Rajpur Road, Dehradun. AND WHEREAS the FIRST PARTYaforesaid is/are desirous to sell the said property to the

SECOND PARTY for the total sale consideration Rs.,1,60,00,000/-(Rupees One Crore Sixty lac



Only)inclusive All Charges.

And the SECOND PARTY has also agreed on the same.

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# NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:-

1. That the FIRST PARTY has agreed to sell the said property to the SECOND PARTY for a total sale Consideration of Rs.1,60,00,000/-(Rupees One Crore Sixty Lac Only) and the SECOND PARTY has agreed for the same.

2. That the FIRST PARTY aforesaid has received a sum Rs 40,00,000/-(Forty Lac Only) as earnest money from the SECOND PARTY in the name of , the receipt of which has been made as follows.

The FIRST PARTY hereby acknowledges the payments have been made in the following manner:

Rs. 10,00,000/- (Rs. Ten lac Only) through Bank transfer dated 10/07/2023. with (

Transaction Reference Number-CGE8604246) in the account of Mr. Sachin Giri.

- Rs 20,00,000 /- (Rs.Twenty Lac Only) Through NEFT (Transaction No. ICICR52023071100496552) dated 11/07/2023.
- Rs 10,00,000/- (Rs. Ten Lac Only) through RTGS dated 11/07/2023 (UTR No.

ICICR12023071100464560).

That the remaining balance amount of Rs 1,20,00,000 (Rupees One Crore Twenty Lac Only) shall be paid by the Second Party to the First Party. The time limit for execution of sale deed of the said Property in the name of the SECOND PARTY by the FIRST PARTY in the registrar office shall be on or before 13 September, 2023.

3. That the FIRST PARTY shall sign and execute all such documents as may be required and found necessary in connection with the transfer of ownership of the said Property so as to have the said right, title and interests registered, transferred and Assigned in the name of the SECOND PARTY.

4. That the SECOND PARTY is free to get the sale deed executed in his own name or in the name of hisnominee(s). The FIRST PARTY shall have no objection in the same.

5. That the expenses to be incurred for the execution of the Sale Deed on Stamp duty, Registration feesand other legal expenses will be borne by the SECOND PARTY.

That the CRST PARTY aforesaid shall handover the vacant, actual physical possession along with sinal registry and all other documents/keys related to the aforesaid PROPERTY to the SECOND at the sime of execution of final Sale Deed.

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7. That the sale deed of the said property shall be executed on or before 13 September, 2023. Which shall bereduced or extended by mutual consent of the parties. But if buyer withdraws from the deal within the time period of this agreement or after the date of agreement expires, the earnest money paid by the Buyer Shall be forfeited and shall not be refunded by the seller and vice a versa if the seller withdraw from the deal he shall have to pay the double of earnest money to the buyer. This condition will not waived in any circumstances except force manure i.e. fire, riots, act of God etc.

8. That in case the FIRST PARTY violates the terms and conditions of this agreement, then the SECOND PARTY can get the said transaction enforced after depositing the Balance amount if any, through the court of law by SPECIFIC PERFORMANCE OF THE ACT at the risk, cost and expenses of the FIRST PARTY.

On the East: Open Area

On the West: Main Road

On the North: Property of Mrs Abha Goyal & Mr

Ankit Goyal

On the South: Stairs & open area.

IN WITHNESSE WHEREOF: The FIRST PARTY and the SECOND PARTY aforesaid have get the Respective hands execute this AGREEMENT TO SELL at Dehradun on the 13 September, 2023.

In the presence of the following witnesses:-

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(Mr Sachin Giri )

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Second Party

(Mrs. Sonika Sharma) & (Mr. Sanjay Kumar

Choudhary)

BHORAT NAGRAL

SANJAY BUDNIRADA

(RAJENDER SINGH NEGI) Advocate & NOTARY Chamber No. 92. 1st Flear Opposite Sar Ottice Collectorate Court Compound Dehradun (Uttarakhand)

C. Shama