

between

..... SH. KAPIL TYAGI s/o SH. SUBHASH CHAND
TYAGI &/o PLOT NO. 1050, SECTOR-13, VASUNDHARA,
CHAZAIBAD (U.P.)
.....
.....
.....

hereinafter called the "SELLER" Which expression shall mean and include his legal heirs, successors, successors-in interest, executors, administrators, legal representatives, attorneys and assigns on **FIRST PARTY (SELLER)**.

AND

..... Ms. ANNAPURNA D/o SH. YOGENDER SINGH
&/o FLAT NO. 404 CRPF CAMP, SECTOR-16B,
DWARKA, DELHI-110078
.....
.....
.....

hereinafter called the "PURCHASER" Which expression shall mean and include his legal heirs, successors, executors, administrators, legal representative's attorneys and assigns of the **SECOND PARTY (PURCHASER)**.

WHEREAS THE SELLER is, the absolute owner of FLAT NO. UG-1, UPPER
GROUND FLOOR, HIG, Frontside, 4/390-A, VAISHALI, GZB.
(U.P.)
having Super area and covered area 83.61 sq. mtr with/without car parking hereafter called the "PROPERTY".

WHEREAS the SELLER is the absolute owner of the PROPERTY and he has been enjoying the same with absolute right and he has clear and marketable title of the PROPERTY.

WHEREAS the SELLER has decided to sell the PROPERTY and the PURCHASER has offered to purchase the same.

WHEREAS the SELLER offered to sell and transfer the PROPERTY to the PURCHASER for the sale consideration of Rs. 57,00,000/- (Rupees FIFTY SEVEN LACS ONLY Only) and the PURCHASER herein has agreed to purchase the same for the aforesaid consideration on the following terms and conditions:

Kapil Tyagi



Annapurna
23 MAY 2022

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. The Sale consideration of the **PROPERTY** is fixed at Rs. 5,70,00,000/- (Rupees FIFTY SEVEN LACS Only).
2. The **PURCHASER** has paid a sum of Rs. 5,70,00,000/- (Rupees Five Lacs Seventy Thousand only Only) Vide
Cheque No./Cash (i) CH. AMT. = 30,00,000/-, CH. DT. = 15/05/22
CH. No. = 709281, SBI, Wajafganj New
(ii) CH. AMT. = 5,40,00,000/-, CH. No. = 709282, CH. DT. = 27/05/22
SBI, Wajafganj, DELHI - 110059
as an advance amount, the receipt of which sum the **SELLER** hereby acknowledges.
3. The Balance payment of Rs. 51,30,00,000/- (Rupees Fifty one Lacs and Thirty Thousand only Only) here under but before the time of the execution of the absolute Sale deed and thus completing the Sale transaction.
4. The parties herein covenant to complete the sale transaction within 30 days calendar days with effect from the date of 23.05.2022 to **SELLER** by **PURCHASER**.
5. The **SELLER** confirms to the **PURCHASER** that he has not entered into any other agreement for sale, or exchange whatsoever with any other person relating to the **PROPERTY** of this agreement.
6. The **SELLER** covenants with the **PURCHASER** that he shall not do any act, deed or thing creating any charge, lien and encumbrance in respect of the **PROPERTY** during the subsistence of this agreement.
7. That the **SELLER** aforesaid has assured the **PURCHASER** that the said property hereby sold is free from all kind of encumbrances such as prior sale, mortgage, hypothecation, sale pledge, lien, gift, exchange, attachment, dispute, loan, litigation, injunction, acquisition, lease agreement is regard to the ownership of the property etc. and if it is proved otherwise or if the whole or any portion of the said property hereby sold is taken away or goes out free from the possession of the **PURCHASER** on accounts of any legal defects in the ownership and title of the **SELLER** then the **SELLER** will be liable and responsible to make good of loss suffered by the **PURCHASER**.
8. The **SELLER** has specifically agreed and covenants with the **PURCHASER** that he shall do all acts, deeds and things, which are necessary and requisite to convey absolute and marketable title in respect of **PROPERTY** in favour of the **PURCHASER** or his nominee.

Kalish Chandra Sharma



23 MAY 2022

Annapurna

9. It is agreed between the parties that all the expenses towards Stamp duty and registration charges, water & meter connection charges, Electricity Meter & Motor charges shall be borne by the **PURCHASER** only.
10. The **PURCHASER** shall have the right to nominate or assign his right under this agreement to any person / persons of his choice and the **SELLER** shall execute the Sale deed as per terms and conditions of this agreement in favour of the **PURCHASER** or his nominee or assignee.
11. It is hereby expressly provided and agreed by the parties here to that both parties are entitled to enforce specific performance of the agreement against each other in case of breach of any conditions mentioned in this agreement.
12. The original of the "AGREEMENT" signed by the both the parties shall be with the **PURCHASER** and copy of the same similarly signed shall be with the **SELLER**.
13. If the **PURCHASER** fails to make the balance of payment in stipulated period then his advanced money will be forfeited and if the **SELLER** is unable to register the deal due to any reason in favor of **PURCHASER** in the stipulated time, the **SELLER** will pay double of advance amount to the second party.

IN WITNESS WHEREOF the **SELLER** and the **PURCHASER** have signed this Agreement of Sale on the 23 MAY 2022 herein above mentioned in the presence of witnesses:

WITNESSES:

1. Sharma
 (SUBHASH CHAND
 TRAH)
 PLOT no. 1050, SECT. 13,
 WASONDIHARA, CIZB. (U.A.)

2. under
Indeject 8/ Ram Kumar
 25/5/22

Kailash Sharma
SELLER

Anurag
PURCHASER



23 MAY 2022
 (18) Date.....
 Shri.....
 R/O.....
 ATT.....
 KAILASH CHANDER SHARMA
 Advocate & NOTARY
 GHAZIABAD

23 MAY 2022