



**AGREEMENT TO SELL**

This agreement to sell is made and executed at Ghaziabad on  
between Neelam Dhaka / Dharam Vir Singh  
& Virek Chaudhary / Sewa Kaur  
(Daksh Chaudhary Power of attorney on behalf of Virek Chaudhary)  
hereinafter called the VENDOR (which expression shall include his heirs,  
administrators, executors, assigns) of the first part

**"AND"**

Mr Dev Gupta & Mrs Megha Gupta

\_\_\_\_\_ hereinafter called the VENDEE (which expression shall include his heirs, administrators, executors, assigns) of the second part.

The expression and words of the VENDOR and the VENDEE shall mean and include their respective legal heirs, successors, assigns, nominees, executors, administrators and legal representatives respectively.

Whereas the VENDOR aforesaid is the legal Owner/allottee and in possession of Residential/Commercial premises/House/Flat/Plot/Shop A-3/1402,  
Olive County, Sector 5 Vasundhara  
hereinafter referred to as the Property.

And whereas the VENDOR aforesaid is desirous to sell the said plot/ flat/ house in favour of the VENDEE for total sale consideration of Rs. 87,00,000/- only and the VENDEE has agreed to purchase the same for this very amount.

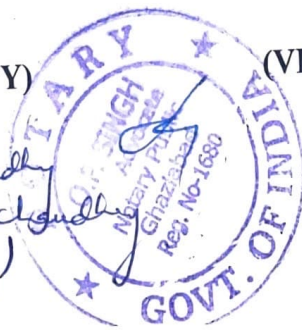
**NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:**

- 1 That the total consideration of the said residential/commercial house/flat/shop/plot property has been settled at Rs. 87,00,000/- (Rupees Eighty seven lakh rupees only only) between both parties.

Neelam  
(VENDOR/FIRST PARTY)

Dev Gupta  
(VENDEE/SECOND PARTY)

Daksh Chaudhary  
on behalf of Virek Chaudhary  
(Power of attorney)



Signature Attached  
id Be  
register in the office  
of the Sale A

2 That the VENDOR aforesaid has received a sum of Rs. Nine lakh Rupees  
(Rupees 9,00,000/-  
only) from the VENDEE in advance, the receipt of which  
the VENDOR hereby acknowledges.

In following manner:-

- a) 5,01,000 cheque # 000054 dated 22/05/22 from HDFC Bank
- b) 4,00,000 cheque # 000055 dated 13/06/22 from HDFC Bank

3 That the remaining balance amount of Rs. 78,00,000/-  
(Rupees Seventy Eight lakh Rupees  
only) will be paid by the  
VENDEE to the VENDOR within 40 Days from the date of  
this agreement to sell.

4 That the VENDOR aforesaid has assured the VENDEE that the said  
property hereby sold is free from all kinds 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 ever  
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 VENDEE on  
accounts of any legal defects in the ownership and title of the VENDOR,  
then the VENDOR will be liable and responsible to make good of loss  
suffered by the VENDEE.

5 That the expenses to be incurred on the stamp duty, registration fee and  
other legal expenses i.e. transfer/sale deed etc. shall be borne by the  
VENDEE.

6 That the VENDEE shall have the rights to get the transfer deed of the same  
property executed in his/her own favour or in favour of his/her  
nominee(s)/friends for which the VENDOR has got no objection.

7 That the VENDOR shall be liable to incur all outstanding dues and demand  
in respect of the said property to the date of and that all future  
dues/payments shall be paid by the VENDEE. That the VENDOR shall  
hand over the lawful actual peaceful and vacant physical possession of the  
said residential property flat to the VENDEE at the time of final  
payment/execution of the final transfer deed/sale deed.

Neelam  
(VENDOR/FIRST PARTY)

23 JUN 2022



Divyanshu  
(VENDEE/SECOND PARTY)

Signature Attested  
This Sale Agreement Should Be  
Registered in the Office of Registrar

E-Stamp Certificate No. ....

- 8 That the VENDOR fails to register the aforesaid property in stipulated period then the VENDOR shall be bound to pay the double of the earnest money to the VENDEE.
- 9 That if the VENDEE fails to get documents registered in his/her nominees favour within the stipulated period, in that case the VENDOR will forfeit the earnest money and agreement will stand as cancelled.
- 10 That the deal will depend on loan facility if the loan can't be sectioned the aforesaid property in that case the deal will be cancelled immediately and first party will refund the earnest money to the second party.
- 11 That in case the VENDOR violates the terms and conditions of this agreement, then the VENDEE can get the said transaction enforced after depositing the balance amount, if any through court of law by SPECIFIC PERFORMANCE OF THE ACT at the risk, cost and expenses of the VENDOR.

IN WITNESS WHEREOF, The VENDOR and the VENDEE aforesaid have set their respective hands on this AGREEMENT TO SELL on the day, month and the year above written in the presence of the following witnesses.

**WITNESSES:-**

Witness no. 1 *Sanyas Rana S/o VP Rana*

*Meekans*  
**VENDOR  
(VENDOR/FIRST PARTY)**

*A6/609 Almc Comty*

*Sect 5 Vasundhara*

Witness no. 2

*Ghoushyam Daus Puri*

*Daw Gupta*  
**VENDEE  
(VENDEE / SECOND PARTY)**

*132 G.F Ashiana  
Greene*

*Ghaziabad*

**23 JUN 2027**



**ATTESTED**  
*[Signature]*  
**OM PRAKASH SINGH**  
Notary Ghaziabad

Signature Attested  
This Sale Agreement should be  
Register in the Office of Registrar