



## AGREEMENT TO SELL

**THIS AGREEMENT** is executed at Lucknow, on this 19<sup>th</sup> day of February, 2022, between (1) Shri Ashok Kumar and (2) Shri Sunil Kumar both s/o Shri Ramchela, Residing at- Village- Kamlabad Badhauri, Pargana- Mahona, Tehsil- Bakshi Ka Talab, Lucknow through its General Power of Attorney Holder Shri Sandeep Kumar Mishra s/o Shri Chintamani Mishra, (Registered in Book No.-4, Jild- 44, Page- 319 to 330, Serial No.- 11, Vide Dated- 29.01.2021, at Sub Registrar Office- Bakshi Ka Talab, Lucknow) Residing at- H.No.- 536/265, Madehganj, Sitapur Road, Lucknow, U.P.

Hereinafter referred as the **First Party**.

AND



**Adarsh Srivastava s/o Shri Ram Kumar Srivastava**, Residing at- 268/14, New Tilak Nagar, Town Hall Public School, Aishbag, Rajendra Nagar, Lucknow, U.P.

Hereinafter referred as the **Second Party**.

The expression of First and Second Party unless repugnant to the context shall mean and include their representatives, heirs, successors, legal representative, administrators, nominees and assigns etc.

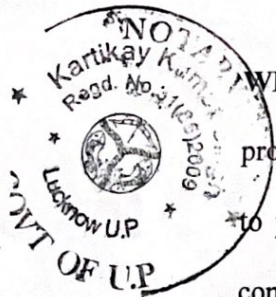
**SWORN & VERIFIED**  
**BEFORE ME**  
**Kartikay Singh**  
Advocate  
NOTARY  
Lucknow, U.P.  
Date 19/2/2022

*[Handwritten Signature]*

*Self attested*  
*[Signature]*

WHEREAS THE FIRST PARTY is the Owner in possession and having lawful title of the Plot No.- 36, 37 and 38 Over Part of Land of Khasra No.- 690 Miljumla, Situated at- Village- Kamlabad Badhauri, Pargana- Mahona, Tehsil- Bakshi Ka Talab, District Lucknow, U.P. Measuring Area- 264.869 Sq. Mtr. i.e. 2850 Sq. Ft.

WHEREAS in the aforesaid property the heirs, successors, family members of the FIRST PARTY or anyone else has no right, title or interest and as such the First party is fully competent to execute this Agreement and to Sell the aforesaid property.



WHEREAS THE FIRST PARTY with respect to the aforesaid discussed property wants to sell the aforesaid property and the SECOND PARTY wants to purchase the same for his purposes Accordingly, the SECOND PARTY contacted the FIRST PARTY and offered a sum of Rs. 45,00,000/- (Rupees Forty Five Lakh Only) the said offer has been accepted by the FIRST PARTY and had agreed to sell the aforesaid property to the SECOND PARTY for a total sell consideration of Rs. 45,00,000/- (Rupees Forty Five Lakh Only) AND WHEREAS the said sum to be received by the SECOND PARTY to the FIRST PARTY with the following break up-

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Kartikay Kumar Singh  
Advocate  
NOTARY  
Lucknow, U.P. INDIA  
Date 19/2/2012

self attested  
[Signature]

- (1) Rs. 7,00,000/- paid as a 'part payment' in advance through UTR No.- SBINR52022011962658223, Vide Dated- 19/01/2022, by the Second Party to the First Party.
- (2) Remaining balance amount to be paid by the Second Party to the First Party and agreed before getting execution of a Registered Sale Deed in his favour from the First Party within 90 Days from the date of execution of this Agreement.

**NOW THIS AGREEMENT WITNESSETH AS UNDER-**

- (1) That the Second party had paid a sum of Rs. 7,00,000/- as a 'part payment' in lieu of the purchase of the aforesaid property and the same had been acknowledged by the First party by receiving the said amount.



- (2) That the First party assures the Second party that the aforesaid property will be free from all sorts of encumbrances such as prior mortgage before the Registered Sale Deed being executed by the FIRST PARTY in favour of the SECOND PARTY and if this fact is found otherwise, then the First Party will be liable and responsible to indemnify the losses thus suffered by the Second Party.

- (3) That the Second Party now possesses the right to pay the remaining balance amount of the aforesaid property as agreed between both the

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Advocate

NOTARY  
Lucknow U.P INDIA  
Date 19/2/2022

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self attested

parties and get execution of the sale deed in his favour from the First Party concerned.

- (4) That the Second party shall also be entitled to transfer his lawful title with regard to the aforesaid property to anybody else and the First party shall have no objection.
- (5) That in case the First party does not perform its part of the contract then the Second party shall be entitled to enforce this contract by way of specific performance the appropriate court at the risk and cost of the First party.

- (6) That all the dues, demands and outgoings prior to the date of execution of this Agreement shall be paid and borne by the First party and thereafter by the Second party.



That if the deal is cancel, the second party reserve the right to claim the advance paid amount back within 90 Days from the date of Agreement without any interest over it from the First party it may be.

- (8) That it has been agreed upon by the parties that the First party shall keep the Second party indemnified and free from all losses/damages which may be suffered incurred, undergone and/ or sustained by the Second party due to any act done in past by the First party in respect of the said

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Advocate

NOTARY  
Lucknow U.P. INDIA  
Date 14/2/2022

Self attested

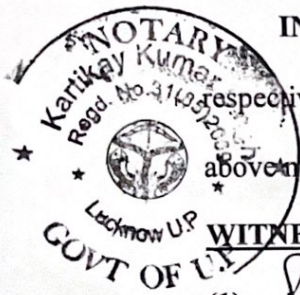
SCHEDULE OF PROPERTY

Plot No.- 36, 37 and 38 Over Part of Land of Khasra No.- 690 Miljumla,  
Situatd at- Village- Kamlabad Badhauri, Pargana- Mahona, Tehsil-  
Bakshi Ka Talab, District Lucknow, U.P. Measuring Area- 264.869 Sq.  
Mtr. i.e. 2850 Sq. Ft.

Bounded as below:

- East - Road Wide 20 Ft.,
- West - Road Wide 10 Ft.,
- North - Plot No.- 35,
- South - Others House.

IN WITNESS WHEREOF both the parties have subscribed their  
respective hands on this presence on the place, date, month and year first  
above mentioned in the presence of the following witnesses.



WITNESSES:

(1) Ram Kumar  
(Ram Kumar Gineswar)  
Advocate  
14 New Market Nagar

(2) श्वनंता कुमारी  
244/163 गिरीश बाग  
(पुडकोपेट)  
मिथवा

[Signature]  
(FIRST PARTY)

[Signature]  
(SECOND PARTY)

DATE: 19/02/2022

SWORN & VERIFIED  
PLACE - LUCKNOW  
Kartikay Kumar  
61 Page 10  
NOTARY  
Lucknow U.P. INDIA  
Date 19/2/2022

Identify the deponent who has  
signed above and write me

Self Attested  
[Signature]