





## SUMMARY OF DEED

### Sub-Registrar II, LUCKNOW

1. Date of Presentation : 17.11.2022
2. Date of Execution : 17.11.2022
3. Type of Deed : Agreement to sell
4. Detail of Property : Plot No. 3/438, measuring-  
230 sq mtr. Situated at  
Vikalp Khand, Gomti Nagar,  
Lucknow.
5. Sale consideration : 91,00,000/-

### BOUNDARIES

**East** : **9 m wide road**

**West** : **Plot No.3/437**

**North** : **Plot No.3/484**

**South** : **9 m wide road**

No. of Seller -01 : No. of Purchaser -02

Detail of Seller : Detail of Purchasers

<p><b>Smt. Archana wife of Sri Vineet Mittal, D/o Sri Surendra Kumar Gupta, resident of 2/1, Vishal Khand, Gomti Nagar, Lucknow, U.P.</b></p> <p><b>Mobile No. 9823334548</b> <b>PAN:AKFPM1193D</b></p>	<p><b>(1) Mr. Umesh Chandra Pandey S/o Late B. N. Pandey</b> <b>PAN No.ALTPP4315K</b> <b>Mobile No. 9415769938</b></p> <p><b>(2) Smt. Reeta Pandey w/o Sri Umesh Chandra Pandey,</b> <b>PAN: BQNPP9353D</b> <b>Mobile No. 9415769938</b> <b>Both resident of Village-Mahawa (Sahai Dubey Ka Purva) PO-Moti Nagar, Mahawan, Faizabad-224201</b></p>
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### AGREEMENT TO SELL

**THIS DEED OF AGREEMENT TO SELL** is made this the **17<sup>th</sup>** day of **November, 2022** between **Smt. Archana wife of**

*Archana*

*Umesh Chandra Pandey*

*Reeta Pandey*



**Sri Vineet Mittal, D/o Sri Surendra Kumar Gupta, resident of 2/1, Vishal Khand, Gomti Nagar, Lucknow-** (here-in-after referred to as the "First Party/Vendor" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives, assignees and agents etc.) of one part.

AND

1. **Mr. Umesh Chandra Pandey S/o Late B.N.Pandey, and**
2. **Smt. Reeta Pandey w/o Sri Umesh Chandra Pandey, both R/o Village-Mahawa (Sahai Dubey Ka Purva) PO-Moti Nagar, Mahawan, Faizabad-224201.**

(here-in-after referred to as the "Second Party/Vendee" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, assignees and agents etc.) of the other part.

**WHEREAS**, the Lucknow Development Authority allotted **Plot No.3/438, measuring 230 sq.mtr. situated at Vikalp Khand, Gomti Nagar, Lucknow** (herein after referred to as the demised property) by Lucknow Development Authority in favour of Km. Archana D/o Sri S.K. Gupta then R/o Gurdwara Wali Gali, Masoodabad Road, Aligarh, U.P. on the basis of hire purchase agreement dated 02.11.2004.

**AND WHEREAS** the allottee had deposited the free hold charges and got a registered deed of sale executed in her favour on 22.10.2008 which is duly registered in the office of Sub-Registrar II, Lucknow, in Bahi No. I, Jild No.8108, at pages 171/200 at serial No.13653 on 12.12.2008, which is morefully described at the foot of the deed.

✓ Archana

Umesh Chandra Pandey

Reeta Pandey



**AND WHEREAS** the First Party/Vendor by virtue of the above execution and registration has become true owner in possession of the demised property and has every right to sell or convey in the manner she likes being absolute owner.

**AND WHEREAS** the second party no.1 has approached the First Party/Vendor for purchase of the demised property and after due negotiations between the parties the sale consideration of the demised property was agreed at Rs. 91,00,000/- (Ninety One Lac) only and First Party/Vendor has agreed to sell by accepting the above offer and First Party/Vendor being desirous of selling the same having need of money; has agreed to sell the same to the second party, on the terms and conditions here-in-after appearing out of his own free will without any compulsion, coercion or duress in his full sense and free state of mind being mentally alert, for the said sale consideration and accordingly in furtherance to the said negotiations the First Party/Vendor has entered into this agreement for sale after receiving Rs. 10,00,000/- (Ten Lac) only as earnest money and the balance sale consideration worth Rs. 81,00,000/- (Eighty One Lac) only shall be paid at the time of registration of the sale deed, on the terms and conditions hereinafter appearing.

**::NOW THIS AGREEMENT TO SELL IS WITNESSETH AS FOLLOWS::**

- A. The VENDOR hereby represents and assures the VENDEE as follows:-
- a) That the VENDOR is the owner of the aforesaid demised property in the manner described above and as such has every right, title to transfer the same to anybody of his choice and as such has marketable title in respect of the said property morefully and particularly described in the Schedule herein written at the foot of the deed.

✓ Archana

Munesh Chandra Pandey Reeta Pandey



- b) That there is no legal or equitable bar or impediment on the part of the VENDOR to sell convey and transfer the DEMISED PROPERTY to the VENDEE.
  - c) That the VENDOR has not entered into any other Agreement for sale registered or otherwise, development, to lease out, let out etc. in respect of the aforesaid property and yet not created any 3<sup>rd</sup> party interest in the same.
  - d) That there is no outstanding in respect of the said property to any authority or authorities or instrumentality of the state.
  - e) That no notices have been served upon the VENDOR by the Department of Income Tax in regard to this property.
  - f) It is, however; agreed between the parties that under exceptional circumstances if the finance etc. could not be arranged by the Second Party (Vendee) the first party (Vendor) further extend the time by One month but only in writing. However; it is expected from the vendee that they shall, as far as possible; arrange the entire sale consideration and get the sale executed within three months from the date of execution of the above agreement for Sale.
- B. Relying upon the aforesaid representations and assurances on the part of the VENDOR the VENDEE is ready to purchase the DEMISED PROPERTY from the VENDOR.
- 1. That the VENDOR shall make out a good and marketable title in respect of the demised property and make the same free from all encumbrances, pre-emption rights, whatsoever, and in the event, if any defect in the title or otherwise is found in the demised property, the VENDEE shall have every right to make good the losses so incurred or be indemnified by the VENDOR. The Vendor further assures that before getting the Deed of Sale executed he shall get his share in the property converted into Free hold upon his expenses.
  - 2. That all the estate right, title, interest claim and demand whatsoever of the VENDOR is to or upon the same and every part thereof in law and equity TO ENTER UPON AND TO HAVE HOLD OWN and possess the same unto and to the use of the VENDEE

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Amesh Chandra Pande  
Reeta Pandey



absolutely and forever together with title deeds, writings, muniments and other evidence of title, AND THE VENDOR do hereby covenant with the VENDEE, that notwithstanding any acts, deeds or things heretofore done, executed or knowingly referred to the contrary the VENDOR is now lawfully seized and possessed of the said property in the manner aforesaid and the same shall vest to the vendee after the registration of the deed of sale only.

3. That the vacant possession of the demised property shall be given to the Vendee as and when the deed of sale is registered before the Sub-Registrar, after receiving the entire sale consideration and only then she will hold and enjoy the same as its true owner.
4. The Vendor shall appropriate the earnest money given this day to the tune of Rs.10,00,000/- at the time of registration of the deed of sale in favour of the Vendee which is as under :-

Sl. No.	DD No./Cheque No./ RTGS	Date	Amount	Name of the Bank
1.	529476	11.11.2022	Rs.5,00,000/-	SBI Main Branch, Barabanki
2.	UTR No. SBIN12231964 8493	15.11.2022	Rs.5,00,000/-	SBI Main Branch, Barabanki
		Total	Rs. 10,00,000/-	

The Receipt of which, the Vendor hereby acknowledges. It is made clear that the 2<sup>nd</sup> Party/ Vendee shall bear all the expenses borne by them in getting the sale deed registered in their favour from the Vendor/1<sup>st</sup> party.

5. It is made clear that in case First Party/Vendor fails to perform her legal duties under the Agreement and desist from executing the Deed of Sale within stipulated period after receiving the balance sale consideration then, the Vendee shall have every right to get the same executed and registered from the

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Reeta Pandey



Court of Law either in their name or in the name of their nominee or nominees.

6. That in this present agreement to sell the amount of the sale consideration is Rs. 91,00,000/- accordingly the stamp duty of Rs. 100/- (through e-stamp certificate No. IN-UP52661757254259U dated 17.11.2022) is being paid by the Second Party.

**:: SCHEDULE OF PROPERTY ::**

Plot No. 3/438, measuring-230 Sq.Mtr. Situated at Vikalp Khand, Gomti Nagar, Lucknow bounded and described in the manner herein below:-

**BOUNDARIES**

**Dimensions:**

North -South : 11.50 mtr.

East - West : 20 mtr.

<b>East</b>	<b>:</b>	<b>9 m wide road</b>
<b>West</b>	<b>:</b>	<b>Plot No.3/437</b>
<b>North</b>	<b>:</b>	<b>Plot No.3/484</b>
<b>South</b>	<b>:</b>	<b>9 m wide road</b>

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Reeta Pandey



**IN WITNESS WHEREOF** both the parties have put their respective hands on this AGREEMENT TO SELL on the date month and year first mentioned above, in presence of the following witnesses :-

**WITNESSES:-**

1.



**1<sup>st</sup> Party / Vendor**

*Archan*

*Saurabh*

**(Saurabh Tripathi)**

S/o Rakesh Tripathi  
R/ E-2133, Rajaji Puram  
Lucknow. Mob. No. 8935028678

2.



**2<sup>nd</sup> Party / Vendee**

*Umesh Chandra Pandey*  
*Reeta Pandey*

*उपेन्द्र प्रताप पाण्डेय*

**(Upendra Pratap Pandey)**

S/o Dauji Pandey  
529/223 Rahim Nagar, Mahanagar  
Lucknow-06

DRAFTED BY :

*Saurabh*

**(SAURABH TRIPATHI)**

Advocate  
High Court, Lucknow

TYPED BY :

*(Signature)*  
**(ABHAY SHAH)**