





**Sale Consideration: - 90,00,000.00**

**Advance Amount: - 20,00,000.00**

**Balance Amount: - 70,00,000.00**

**Stamp:-1,80,200.00**

**AGREEMENT TO SELL WITHOUT POSSESSION**

**THIS AGREEMENT TO SELL** is made at Lucknow on this  
02<sup>th</sup> day of March 2024.

**By and Between**

- 1) **Mrs. Preeti Rastogi D/o Mr. Ram Kumar Rastogi**  
residing at Rastogi Sadan, Stri Satsang Bhawan vali gali,  
Purvi Dixitana, Gola Gokaran Nath, Kheri-262802, Uttar  
Pradesh India (PAN- ASYPR5520L) hereinafter referred to  
as the **FIRST PARTY** which expression shall means,  
includes his heirs, successor, transferee and assignees of  
the ONE PART,
- 2) **Mr. Vishnu Chandra Vaish (PAN- ADSPV5589Q) S/o**  
**Mr. Ram Gopal Vaish AND Mrs. Nidhi Gupta (PAN-**  
**CFNPG4515C) W/o Mr. Vishnu Chandra Vaish both**



*Preeti*



*Ram*

*Nidhi Gupta*



*Ram*

Residing at 129, Bhadokhar, Raebareli-229405, Uttar Pradesh India, hereinafter referred to as the **SECOND PARTY** which expression shall means, includes his heirs, legal representatives, transferees, administrators and assignee of SECOND PART

**WHEREAS;**

First party purchased a Free Hold Plot bearing no. C-228 area measuring 208.17 sq. Meter (2240 Sq. feet) situated at DLF Garden City, Village- Purseni, Tehsil-Mohanlalganj, and District-Lucknow which was duly registered before the Sub Registrar- Mohanlalganj at Book no. 01 Volume no. 13867 from Page no. 301 to 336 and serial no. 9623 On 06.04.2022.

WHEREAS the first party seller is the absolute and exclusive ownership of the aforesaid Plot, and he possess, title, interest in respect of thereof and is fully competent to entered agreement to sale.

WHEREAS first is fully empower and right to sell the same, and also has right to entered into agreement to sell.

WHEREAS the First party booked a Plot bearing no. C-228 area measuring 208.17 sq. Meter (2240 Sq. feet)

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situated at DLF Garden City, Village- Purseni, Tehsil- Mohanlalganj, District-Lucknow and second party has also agreed to purchase the said property more specifically described in schedule of property for a consideration of Rs. 90,00,000.00 (Rupees Ninety Lacs Only) and first party has agreed to sell the said property for the said value.

WHEREAS, the hereby second party paid advance amount of Rs. 20,00,000.00 (Rupees Twenty Lacs Only) and balance amount Rs. 70,00,000.00 (Rupees Seventy Lacs only) shall be paid at the time of execution of sale deed.

**NOW BOTH THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS:**

1. That the first party and second party is agree to execute above agreement to sell in respect of aforesaid property for a total sale consideration of Rs. 90,00,000.00 (Rupees Ninety Lacs Only).
2. That the first party has assured that the said property is free from all sort of encumbrances, charges and lien and first party has a right to transfer the said property in any favour and if at any time it found that the first party is not be a absolute owner or there is any defects in title or

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found no subsisting rights or title over it, then second party have a right to take return of money back given to first party against the said agreement to sell with interest.

3. That the second party has paid Rs. 20,00,000.00 (Rupees Twenty Lacs Only) to first party as a advance, against the above Plot, as such the first party hereby admitted and accept the acknowledgement of total Rs. 20,00,000.00 (Rupees Twenty Lacs Only) and balance amount to be paid at the time of execution of sale deed.
4. That the second party shall be execute sale deed within 45 days, if second party fails to do so the first party has full right to forfeited advance given by the second party.
5. That after getting information by the first party about the registration of the sale deed, the second party shall get the sale deed executed and registered in favour of second party within time.
6. That all expenses which ever incurred in execution of this agreement, or to be incurred in execution of sale deed such as stamp duty, registration charges, typing etc. will be borne by the Second party.
7. That the First party fails or unable to execute Sale deed in favour of the second party or his nominee in such condition second party have a right to get the executed through court of law and all expenses which will be incurred in this connection shall be recovered from the first party.

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Accepted

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8. That in this agreement first party not handover the physical possession of the Plot no. C-228 to the second party it will be given by the first party to the second party after execution of the sale deed.
9. Provided that the expression "First parties/Sellers/first party" and the "Second Party/Purchasers/second party" used under this deed unless repugnant to the context mean and shall always mean and include their n respective heirs, successors legal representatives and assigns.
10. All or any disputes arising out or touching upon or in relation to the terms and conditions of this agreement to sell, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion.
11. The courts at Lucknow alone and the High Court of Allahabad, Lucknow Bench, situated at Lucknow shall have the sole jurisdiction.

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### DESCRIPTION OF THE PROPERTY

Plot bearing no. C-228 area measuring 208.17 sq. Meter (2240 Sq. feet) situated at DLF Garden City, Village- Purseni, Tehsil- Mohanlalganj, and District-Lucknow - and bounded as under:-

East - 9 Meter Road+Park  
West - Plot no. C-243  
North - Plot no. C-229  
South - Plot no. C-227

### SCHEDULE OF PAYMENT

The first party has received advance amount from the second party to the first party directly, as such the first party hereby admitted and accept the acknowledgement of total Rs. 20,00,000.00 (Rupees Twenty Lacs Only) and balance amount shall be paid at the time of execution of sale deed in favour of Second party.

- a. Second Party has paid an amount of Rs 10,00,000/- (Rupees Ten Lacs Only) in favor of (first party) Through RTGS No. "J2024021903241379", Dated 19.02.2024.
- b. Second Party has paid an amount of Rs 10,00,000/- (Rupees Ten Lacs Only) in favor of (first party) Through RTGS No. "SBINR52024022604692900", Dated 26.02.2024.

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IN WITNESS WHEREOF, the first party/seller have put their signatures and executed this Agreement to sell in favour of the second party/purchaser in his sound disposition of mind, without any coercion, undue influence, undue pressure, without any compulsion from anybody whomsoever, on the 02<sup>th</sup> day of March, 2024 in presence of the witnesses.

**WITNESSES :-**

*Ram Kumar*



1. Mr. Ram Kumar Gupta S/o  
Dina Nath Gupta R/o  
1/142 (LIG), Vinay Khand-1,  
Gomti Nagar, Lucknow-226010.

*Ram Kumar*  
**FIRST PARTY**

*Jai Prakash*



2. Mr. Jai Prakash Gupta  
S/o Mr. Heera Lal Gupta R/o  
85/227 Laxmi Purva, Anwarganj  
Kanpur Nagar, U.P.-208003

*Jai Prakash*  
**SECOND PARTY**

Drafted by  
*(Amit Kumar Dwivedi)*  
Advocate  
Ph +919956553333