



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



Certificate No.	: IN-UP37526421715468T
Certificate Issued Date	: 18-Aug-2021 01:14 PM
Account Reference	: NEWIMPACC (SV)/ up14046104/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUP1404610463632373330861T
Purchased by	: VIVEKA NAND SINGH SO LATE SH TRIVENI PRASAD SINGH
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: CHANDER PAL SINGH
Second Party	: VIVEKA NAND SINGH SO LATE SH TRIVENI PRASAD SINGH
Stamp Duty Paid By	: VIVEKA NAND SINGH SO LATE SH TRIVENI PRASAD SINGH
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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चंद्रपाल सिंह



mv singh



Kajal

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details in this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed at Greater Noida (UP) on this day of 20th August, 2021.

BETWEEN

SH. CHANDER PAL SINGH age about 52 years (PAN No.:BIIPS6428R & Aadhar No.981693983926) son of **Sh. Bhikki Singh** resident of J-140, Sector Beta-II, Rampur Jagir, I.A. Surajpur, Greater Noida, Gautam Budha Nagar, Uttar Pradesh-201306.

(hereinafter referred to as the "**SELLER/VENDOR**", which expression shall mean and include his/her/their legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys and assigns) party of **FIRST PART**.

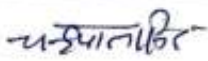

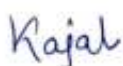
AND

1. **SH. VIVEKA NAND SINGH** age about 50 years (PAN No.:ARWPS8856P & Aadhar No.604893876445) son of **Late Sh. Triveni Prasad Singh** resident of Flat No. 104, Tower No. 01, CWG Residential Complex, Akshardham, East Delhi, Delhi-110092. (hereinafter referred to as "**PURCHASER NO. 1**");
2. **MRS. KAJAL SINGH** age about 40 years (PAN No.:BHPPS6042B & Aadhar No.351543872034) wife of **Sh. Viveka Nand Singh** resident of Flat No. 104, Tower No. 01, CWG Residential Complex, Akshardham, East Delhi, Delhi-110092. (hereinafter referred to as "**PURCHASER NO. 2**");

(**Purchaser No.1 & Purchaser No.2**, jointly hereinafter referred to as the "**PURCHASER/VENDEE**", which expression shall mean and include his/her/their legal heirs, successors, executors, administrators, legal representatives, attorneys and assigns) party of the **SECOND PART**.

WHEREAS:

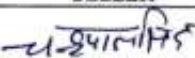

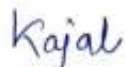
1. The Greater Noida Industrial Development Authority ("**GNIDA**") vide its letter bearing Ref. No. EMP03/Res.Prop/Allot./2016/29 dated 17.05.2016, allotted residential Plot No. 197 admeasuring 120 Sq. Mtr., situated at Block A, Sector-3, Greater Noida Industrial Development Area, District Gautam Budha Nagar, Uttar Pradesh under Scheme Code EMP03, Form Serial No. 009, bearing Allotment No. EMP030008 to the Seller with the condition that Allottee cannot transfer the allotted plot before 10 years from the date of allotment.

SELLER	PURCHASER NO.1	PURCHASER NO.2
		
Sh. Chandra Pal Singh	Sh. Viveka Nand Singh	Mrs. Kajal Singh

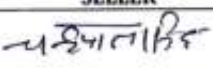
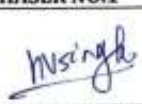
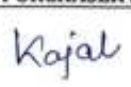
2. The Seller has acquired leasehold rights of vacant allotted residential Plot No. 197 admeasuring 120 Sq. Mtr., situated at Block A, Sector-3, Greater Noida Industrial Development Area, District Gautam Budha Nagar, Uttar Pradesh (hereinafter referred to as the "**SCHEDULE PROPERTY**") through Lease Deed dated 14.12.2020 made between Greater Noida Industrial Development Authority (GNIDA) (therein referred to as Lessor/First Party) and Sh. Chander Pal Singh son of Sh. Bhikki Singh resident of T-30/20, Staff Colony, Sector-ETA-01, Greater NOIDA, District Gautam Budha Nagar, Uttar Pradesh (therein referred to as Lessee/Second Party), duly registered in the office of Sub-Registrar-Dadri (Gautam Budha Nagar) under Sr. No. 24552 at Book No. 1, Zild/Volume No. 16476, at Page No. 289 to 328 on 15.12.2020 for a period of 90 years reckoned from 14.12.2020 on the covenants, terms and conditions therein mentioned (hereinafter referred to as "**said Lease Deed**").
3. The GNIDA, vide its Possession Certificate No. EMP03/Prop./201 dated 15.12.2020, handed over the possession of the Schedule Property to Sh. Chander Pal Singh son of Sh. Bhikki Singh.
4. Upon request of Seller, GNIDA vide its letter No. Gre.No./EMP/H-287/2021/2523 dated 15.07.2021, granted permission to sell the Schedule Property with the condition that upon sale of the Schedule Property Seller shall have to purchase a constructed building/plot in the developed sector of the GNIDA within 06 months of the sale and intimate the same to GNIDA.
5. The said Lease Deed is still valid and subsisting and Seller is the owner/lessee absolutely and in peaceful possession of the aforesaid Schedule Property and competent and authorized to transfer, assign the lease of aforesaid Schedule Property in favour of the Purchaser.
6. The Purchaser has offered to purchase the Schedule Property and the Seller has agreed to transfer, assign, convey, sell the said lease on the terms and conditions agreed upon and hereinafter set out.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

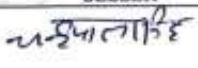

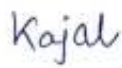
1. The Seller agree to sell, transfer, convey and assign in favour of Purchaser the leasehold rights of said Schedule Property for all the residue of the unexpired period of the said Lease Deed and subject to the terms, covenants and conditions contained therein and the Purchaser has agreed to purchase the said Schedule Property subject to the said Lease Deed, at the consolidated price of **Rs.78,30,000/- (Rupees Seventy Eight Lakh Thirty Thousand only)**.

SELLER	PURCHASER NO.1	PURCHASER NO.2
		
Sh. Chandra Pal Singh	Sh. Viveka Nand Singh	Mrs. Kajal Singh

2. The Purchaser No.1 has paid to the Seller a sum of **Rs.51,000/- (Rupees Fifty One Thousand only)** through Cheque No. 777755 dated 15.08.2021 drawn on State Bank of India, branch Cundaim (GOA) and a sum of **Rs.10,00,000/- (Rupees Ten Lakh only)** through Cheque No. 777757 dated 20.08.2021 drawn on State Bank of India, branch Cundaim (GOA) and a sum of **Rs.10,620/- (Rupees Ten Thousand Six Hundred Twenty only)** being 1% TDS (to be deposited by the Purchaser against PAN No. of Seller) as earnest money, the receipt whereof the Seller hereby admits and acknowledge and the balance amount of consideration being **Rs.67,68,380/- (Rupees Sixty Seven Lakh Sixty Eight Thousand Three Hundred Eighty only)** (including 1% TDS) is agreed to be paid upon of receiving of Transfer Memorandum (TM) to be issued by GNIDA or on or before execution/registration of document with respect to purchasing the other property by the Seller and at the time of execution/registration of Transfer Deed of leasehold rights created pursuant to the said Lease Deed in favour of Seller (as mentioned in Schedule-II).
3. That Purchaser will deduct TDS as per prevailing provisions of, Income Tax Act, 1961, rules framed thereunder, directions/instructions issued by Income Tax department, from total sales consideration and issue TDS certificate to the Seller in name of Seller before the execution/registration of Transfer Deed.
4. That the Vendor had obtained a Home Loan of Rs.11,05,562/- (Rupees Eleven Lakh Five Thousand Five Hundred Sixty Two only) on 27.08.2016 from Indiabulls Housing Finance Limited @ 9.95% interest for a period of 204 months in the name of Seller to purchase the Schedule Property.
5. That Vendor hereby confirms that as on date of execution of this Agreement to Sell about Rs.10,00,000/- (Rupees Ten Lakh only) is due against the said loan.
6. That the Vendor hereby confirms that from earnest money as received from Vendee repaid the entire dues of Indiabulls Housing Finance Limited and get the No Dues/Objection Certificate with respect to the Schedule Property form Indiabulls Housing Finance Limited within a period of **15 days** from the date of execution of this Agreement to Sell.
7. That the Seller shall obtain all necessary permission/approval/NOC required for transfer of the Schedule Property form GNIDA (Lessor) in favour of Purchaser and furnish the same to the Purchaser within a period of **30 days** for the date of execution of this Agreement to Sell.
8. That the Purchaser has agreed to make full payment of the consideration amount on or before 10.10.2021, which may be further extended by mutual consent between Seller and Purchaser due covid-19 restrictions if imposed by the administration of Delhi or Uttar Pradesh.

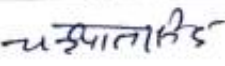


SELLER	PURCHASER NO.1	PURCHASER NO.2
		
Sh. Chandra Pal Singh	Sh. Viveka Nand Singh	Mrs. Kajal Singh

9. That the Seller in terms of permission issued by GNIDA vide its letter No. Gre.No./EMP/H-287/2021/2523 dated 15.07.2021, had entered into an agreement to sell on 26.07.2021 with Mrs. Neelam Dhall wife of Sh. Bharat Bhusan Dhall resident of B-65, Geeta Enclave, Vani Vihar, Uttam Nagar, New Delhi to purchase Plot/House No. 125 admeasuring 70 Sq. Mtrs., situated at Block C, Sector MU-1, Greater Noida, Gautam Budh Nagar, Uttar Pradesh for total consideration of Rs.43,50,000/- (Rupees Forty Three Lakh Fifty Thousand only) and paid Rs.2,25,000/- (Rupees Two Lakh Twenty Five Thousand only) as earnest money and agreed to pay remaining amount of Rs.41,25,000/- (Rupees Forty One Lakh Twenty Five Thousand only) within 70 days from the date of execution agreement to sell dated 26.07.2021.
10. That the seller shall get the Transfer/Sale Deed registered before concerned Sub-Registrar of Assurance with respect to Plot/House No. 125 admeasuring 70 Sq. Mtrs., situated at Block C, Sector MU-1, Greater Noida, Gautam Budh Nagar, Uttar Pradesh and provides the copy of said document and receipt of intimation to GNIDA to the Purchaser.
11. The Seller shall deliver the title deeds relating to the Schedule Property in his possession or power for inspection thereof by the Purchaser or his Advocate for investigation of title.
12. The Seller shall deliver all the original title documents including allotment letter, payment receipts, possession letter, Lease Deed, NOC/ No Dues of the GNIDA etc. of the Schedule Property to the Purchaser before the time of execution of the Transfer Deed.
13. The Seller shall deliver the vacant and peaceful possession of the Schedule Property to the Purchaser upon execution of the Transfer Deed and registering the same in the jurisdictional Sub-Registrar-Dadri, Gautam Budha Nagar.
14. The Seller declare, represents, covenants with the Purchaser that he shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the Schedule Property during the subsistence of this Agreement.
15. The Seller declares that the Schedule Property is free from all sorts of encumbrances and not subject to any prior agreement to sell/ transfer, sale, gift, exchange, acquisition or requisition or charge or encumbrances or lien or litigation or dispute, injunction order etc. issued by any court/forum/tribunals/authorities and no notice has been received by him form GNIDA. If any notice of litigation or dispute is issued and received by the Seller before completion of this Assignment, the Purchaser will have the option to cancel

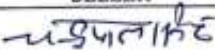

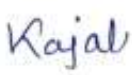
SELLER	PURCHASER NO.1	PURCHASER NO.2
		
Sh. Chandra Pal Singh	Sh. Viveka Nand Singh	Mrs. Kajal Singh

this agreement and in that event the Seller will liable to pay double of earnest money forthwith as per clause 2 & Schedule-II paid to him by the Purchaser alongwith all costs, charges and expenses incurred by the Purchaser of and incidental to this Agreement.

16. If the Purchaser shall insist on any requisition or objection of any kind with respect to title of the Schedule Property, which the Seller shall be unable or unwilling to remove or comply with, the Purchaser may (notwithstanding any intermediate negotiation or litigation in respect thereof) give atleast 7 (Seven) days' notice in writing to the Seller or his Advocate to rescind this contract and if such notice shall be given and the requisition or objection shall not be withdrawn within 7 days after the day on which the notice was sent, this contract shall, without further notice, stand rescinded. The Seller will liable to pay double of earnest money forthwith as per clause 2 & Schedule-II paid to him by the Purchaser alongwith all costs, charges and expenses incurred by the Purchaser of and incidental to this Agreement.
17. If the Seller fails to make out a marketable title, furnish NOC of NOIDA as aforesaid within a period of 45 days from the date hereof, the Purchaser will have the right to cancel/terminate this agreement by giving atleast 15 (Fifteen) days prior notice to the Seller to that effect and on the expiration of the said period, the agreement shall stand terminated and in that event the Seller will be liable to the Purchaser and Seller shall refund double of earnest money paid forthwith as per clause 2 & Schedule-II hereof and will bear and pay the costs, charges and expenses incurred by the Purchaser of and incidental to this Agreement.
18. If the Seller makes default in completing the sale within the stipulating period of 50 days hereof, the Purchaser shall have the right to make time essence of the contract and to cancel/terminate this agreement thereafter by giving atleast 15 (Fifteen) days' notice in writing to the Seller to that effect and on the cancellation/termination of the agreement, the Seller shall pay the Purchaser the earnest money as stipulated in clause 2 & Schedule-II alongwith all costs, charges and expenses incurred by the Purchaser of and incidental to this Agreement and the damages suffered by Purchaser. This is without prejudice to the right of the Purchaser to seek specific performance of this agreement through Court of Law at the cost and expenses of the Seller.
19. That the Purchaser is entitled to get the Schedule Property transferred either in her own name or in the name of any nominee(s) for which the Seller shall have No objection after receiving full and final payment from Purchaser but cost related to the same shall be borne by the Purchaser.

SELLER	PURCHASER NO.1	PURCHASER NO.2
		
Sh. Chandra Pal Singh	Sh. Viveka Nand Singh	Mrs. Kajal Singh

20. That the Seller shall sign and execute any deed or writing as well as all other papers and documents as may be required by the Purchaser for transferring the Schedule Property in favour/in the name of the Purchaser/its nominee in pursuance of this Agreement. The Seller shall do and execute all acts, deeds, matters and things as and when it is necessary, proper or expedient for the purpose of fully and effectually transferring the Schedule Property to and in favour of the Purchaser in the record of the Lessor i.e. GNIDA/records of statutory to enable the Purchaser to have and to hold the said Schedule Property absolutely.
21. The payments of outgoings in respect of the Schedule Property by way of property taxes, lease rent, water tax, sewage charges, labour cess, ground rent, maintenance charges, electricity charges, GST accrued prior to the completion of the sale/transfer shall be the responsibility of the Seller and thereafter it will be the responsibility of the Purchaser and the same if necessary will be apportioned as on the date of completion of this transaction.
22. That in case of breach of any clause by the Seller, the Purchaser shall have the right to get the Transfer Deed registered through the Court of Law after depositing the balance consideration amount of this Agreement to Sell in the court.
23. The expenses by way of stamp duty payable on this agreement and Transfer charges and the Transfer/Sale Deed and registration charges in respect thereof will be borne and paid by the Purchaser.

SELLER	PURCHASER NO.1	PURCHASER NO.2
		
Sh. Chandra Pal Singh	Sh. Viveka Nand Singh	Mrs. Kajal Singh

SCHEDULE-I

SCHEDULE PROPERTY ABOVE REFERRED TO

Leasehold residential Plot No. 197 admeasuring 120 Sq. Mtr., situated at Block A, Sector-3, Greater Noida Industrial Development Area, District Gautam Budha Nagar, Uttar Pradesh, allotted under Scheme Code EMP03, Form Serial No 009, bearing Allotment No. EMP030008, butted and bounded as under:

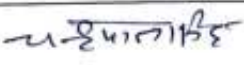


East : 24 Mtr. wide Road;
West : Plot No. 198;
North : Plot No. 224;
South : 9 Mtr. wide Road;

SELLER	PURCHASER NO.1	PURCHASER NO.2
चन्द्रपाल सिंह	<u>Msingh</u>	Kajal
Sh. Chandra Pal Singh	Sh. Viveka Nand Singh	Mrs. Kajal Singh

SCHEDULE-II

DETAILS OF PAYMENT OF THE CONSIDERATION PAID BY PURCHASER

1. On or before execution/registration of document with respect to purchasing the other property by the Seller:
Rs.41,25,000/- (Rupees Forty One Lakh Twenty Five Thousand only) and a sum of **Rs.41,670/- (Rupees Forty One Thousand Six Hundred Seventy only)** being 1% TDS (to be deposited by the Purchaser against PAN No. of Seller).
2. At the time of execution/registration of Transfer Deed pursuant the this Agreement to Sell:
Rs.26,01,710/- (Rupees Twenty Six Lakh One Thousand Seven Hundred Ten only) (Including 1% TDS).

SELLER	PURCHASER NO.1	PURCHASER NO.2
		
Sh. Chandra Pal Singh	Sh. Viveka Nand Singh	Mrs. Kajal Singh

IN WITNESS WHEREOF the SELLER and the PURCHASER hereto have set their hands on the date month and year mentioned hereinbefore in the presence of following witnesses:-

WITNESS NO. 1

Amit

Name: Amit Kumar
S/D/W/o Sh. Bir Singh.
Address: Vill-Saini Sector-12
Gz. Noida west (up)

WITNESS NO. 2

Sanjay Kumar Nigam

Name: Sanjay Kumar Nigam
S/D/W/o Sh. Pratap Singh
Address: Vill-Saini Sector-12,
Gz. Noida west (up)

SH. CHANDER PAL SINGH

SH. CHANDER PAL SINGH
son of Sh. Bhikki Singh
resident of J-140, Sector Beta-II,
Rampur Jagir, I.A. Surajpur,
Greater Noida, Gautam Budha Nagar,
Uttar Pradesh-201306
(SELLER)

SH. VIVEKA NAND SINGH

SH. VIVEKA NAND SINGH
son of Late Sh. Triveni Prasad Singh
resident of Flat No. 104, Tower No. 01,
CWG Residential Complex,
Akshardham, East Delhi, Delhi-110092
(PURCHASER NO. 1)

Kajal

MRS. KAJAL SINGH
wife of Sh. Viveka Nand Singh
resident of Flat No. 104, Tower No. 01,
CWG Residential Complex,
Akshardham, East Delhi, Delhi-110092
(PURCHASER NO. 2)

RECEIPT

I, **SH. CHANDER PAL SINGH** son of Sh. Bhikki Singh resident of J-140, Sector Beta-II, Rampur Jagir, I.A. Surajpur, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh-201306, received an amount of **Rs.51,000/- (Rupees Fifty One Thousand Only)** vide cheque no. 777755 dated 15.08.2021 drawn on State Bank Of India, branch Cundaim (GOA) towards earnest money out of total sale consideration of **Rs.78,30,000/- (Rupees Seventy Eight Lakh Thirty Thousand only)** against Plot No. 197 admeasuring 120 Sq. Mtr., situated at Block A, Sector-3, Greater Noida Industrial Development Area, District Gautam Budha Nagar, Uttar Pradesh, allotted in Scheme Code EMP03, Form Serial No 009, bearing Allotment No. EMP030008, butted and bounded as under:

East : 24 Mtr. wide Road;
West : Plot No. 198;
North: Plot No. 224;
South: 9 Mtr. wide Road;

from **SH. VIVEKA NAND SINGH** son of Late Sh. Triveni Prasad Singh & **MRS. KAJAL SINGH** wife of Sh. Viveka Nand Singh both resident of Flat No. 104, Tower No. 01, CWG Residential Complex, Akshardham, East Delhi, Delhi-110092.

Date: 15 August, 2021
Place: Greater NOIDA



Sh. Chander Pal Singh
son of Sh. Bhikki Singh
Resident of J-140, Sector Beta-II,
Rampur Jagir, I.A. Surajpur, Greater Noida,
Gautam Buddha Nagar, Uttar Pradesh-201306

RECEIPT

I, **SH. CHANDER PAL SINGH** son of Sh. Bhikki Singh resident of J-140, Sector Beta-II, Rampur Jagir, I.A. Surajpur, Greater Noida, Gautam Buddha Nagar, Uttar Pradesh-201306, received an amount of **Rs.10,00,000/- (Rupees Ten Lakh only)** vide cheque no. 777757 dated 20.08.2021 drawn on State Bank Of India, branch Cundaim (GOA) and **Rs.10620/- (Rupees Ten Thousand Six Hundred Twenty only)** being 1% TDS (to be deposited against the PAN No. of Sh. Chander Pal Singh) towards earnest money out of total sale consideration of **Rs.78,30,000/- (Rupees Seventy Eight Lakh Thirty Thousand Only)** against Plot No. 197 admeasuring 120 Sq. Mtr., situated at Block A, Sector-3, Greater Noida Industrial Development Area, District Gautam Budha Nagar, Uttar Pradesh, allotted in Scheme Code EMP03, Form Serial No 009, bearing Allotment No. EMP030008, butted and bounded as under:

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Date: 20th August, 2021
Place: Greater NOIDA



Sh. Chander Pal Singh
son of Sh. Bhikki Singh
Resident of J-140, Sector Beta-II,
Rampur Jagir, I.A. Surajpur, Greater Noida,
Gautam Buddha Nagar, Uttar Pradesh-201306