



सत्यमेव जयते

## Government of Uttar Pradesh

e-Stamp

Signature:.....  
 Name : Deepa Sharma, Acc Code - UP16052404  
 Acc Add : Sub-Registrar, Noida, Mob - 8860006140  
 Licence No : 245/2022-2023, Tehsil & Distt. Dadri, G.B. Nagar

Certificate No.

IN-UP66161481920759W

Certificate Issued Date

30-May-2024 06:16 PM

Account Reference

NEWIMPACC (SV)/up16052404/ GAUTAMBUDDH NAGAR 1/ UP-GBN

Unique Doc. Reference

SUBIN-UPUP1605240428681486866282W

Purchased by

SEER GLOBAL LTD

Description of Document

Article 5 Agreement or Memorandum of an agreement

Property Description

PROPERTY NO. A-23, SECTOR-3, NOIDA

Consideration Price (Rs.)

100  
(One Hundred only)

First Party

SEER GLOBAL LTD

Second Party

SUGMYA FINANCE PVT LTD

Stamp Duty Paid By

SEER GLOBAL LTD

Stamp Duty Amount(Rs.)

100  
(One Hundred only)

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IN-UP66161481920759W

Please write or type below this line

Authorised Signatory

## Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on 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 NOIDA on this the 31<sup>st</sup> day of May 2024

BETWEEN

**M/s. SEER GLOBAL LIMITED, Regd. Office C-797, NEW FRIENDS COLONY, NEW DELHI-110025, Through its Director Mr. SANJEEV JAIN, SON OF LATE SHRI PADAM CHAND JAIN, RESIDENT OF C-797, NEW FRIENDS COLONY, NEW DELHI-110025** hereinafter called the "VENDOR" OF ONE PART.

AND

**M/s. SUGMYA FINANCE PRIVATE LIMITED, Regd. Office 6<sup>th</sup> Floor, Space-602, Plot No-16, Rishabh Corporate Tower, Karkardooma Community Centre, Karkardooma, New Delhi-110092, Through its Director Mr. VIKAS SINGH, SON OF SHRI LAL CHANDRA SINGH, RESIDENT OF HOUSE NO. 25, G.P. COLONY MURDHAWA, RENUKOOT, SONBHADRA, U.P.231217** of the Other Part hereinafter called the "VENDEES" OF THE OTHER PART.

WHEREAS the expression of the words of the VENDOR AND THE VENDEE shall mean and include their legal heirs, successors, assignees, nominees, executors, administrators and legal representatives and any person or persons claiming through or in trust for them respectively.

WHEREAS the VENDOR aforesaid is the TRANSFEROR, OWNER AND IN POSSESSION OF AN INDUSTRIAL BUILT UP PROPERTY No. 23 AREA MEASURING 780 Sq. Mtrs., SITUATED IN BLOCK A OF SECTOR 03 WITHIN NOIDA, DISTT. GAUTAM BUDH NAGAR, U.P., duly allotted by the NOIDA AUTHORITY, hereinafter referred to as the "SAID PROPERTY".

**AND WHEREAS** the VENDOR aforesaid is desirous to sell the above said INDUSTRIAL Built up property as it is where it is condition which has been seen, verified by Vendee and agreed to purchase the same for the total Sale consideration of **RS.23,50,00,000/- (Rupees Twenty Three Crores and Fifty Lakhs ONLY)**

STAMP PAPER

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the VENDOR and the VENDEE, intending to be legally bound, agree to the terms set forth below.

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

1. That the VENDOR has agreed to sell and the VENDEE has agreed to purchase the said property for a total sale consideration of the said has been settled as **RS. 23,50,00,000/- (Rupees Twenty-Three Crores and Fifty Lakhs ONLY)** between both the Parties.
2. That the VENDOR has received a sum / advance payment / earnest money of **Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lakhs ONLY)** from the VENDEE at the time of execution of this agreement to sell and the payment of the above said amount has been made by the VENDEE to the VENDOR in the following manner:

DATE	MODE OF PAYMENT	AMOUNT
31 <sup>st</sup> May 2024	RTGS SBINR12024053126109518	2,50,00,000/-

3. That the remaining balance of **Rs 13,50,00,000/- (Rupees Thirteen Crores Fifty Lakhs ONLY)** shall be paid by the VENDEE to the VENDOR at the time of applying transfer in Noida Authority and balance amount of **Rs 7,50,00,000/- (Rupees Seven Crores Fifty Lakhs Only)** shall be paid by Vendee to the Vendor at the time of execution and registration of final transfer deed within 90 days from the date of this agreement to sell.
4. That the VENDOR undertakes to obtain the "No Objection Certificate" from the PROJECT ENGINEER (JAL), NOIDA and "No Dues Certificate" from Industrial Area Account, NOIDA. Further the VENDOR will clear all outstanding against sale tax, term loan from financial institutions/ bank, excise, DIC and other department, if any and shall obtain NOC/NDC respectively.
5. That the VENDOR undertakes to apply and obtain the permission to TRANSFER the said property in favour of the VENDEE from the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY and shall get the TRANSFER DEED/ SALE DEED registered in favour of the VENDEE after issue of such transfer permission.
6. That in case of any objection is raised by NOIDA authority regarding the transfer/Registration of the said property, VENDOR shall do all that may be necessary for the transfer/ registration of the said Industrial property in favour of the



VENDEE, failing which the VENDOR shall be liable to return the earnest amount with interest @ 10 % per annum, beginning from the date of payment of the earnest money by the VENDEE. That the vendor is in process of getting the NOC and completion certificates from the authorities and in case there is any delay on the part of the authorities beyond the control of the Vendor, the time will be extended accordingly, this has been mutually agreed between both the parties i.e. Vendor and Vendees.

7. That in case any penalties are imposed by the authority for any default /offence committed upto date of execution of transfer deed of the said property in favour of the VENDEE, the same shall be payable by the VENDOR and any unpaid dues upto transfer deed against the said industrial property shall also be the responsibility of the VENDOR.
8. That the VENDOR assures the VENDEE that the said property is free from all sorts of encumbrances such as gift, sale, exchange, disputes, litigations, injunctions, attachment and decree of any court of law and there is no defect in its title. If proved otherwise the the VENDOR shall be liable and responsible for the same and the VENDEE shall be entitled to realize and recover all the amounts paid with expenses incurred in the execution of transfer deed/ sale deed from the VENDOR.
9. That the VENDOR has assured and represented to the VENDEE that the he/she has sole, absolute, exclusive, full and unfettered right and power of disposal without any restriction and/or any right, title, share, claim or interest of anyone else. The VENDOR further covenants that they have never put the said property into the hotch potch of the Hindu Undivided Family and is their absolute and exclusive property and they are the absolute owner thereof and that they, either in their personal capacity or through their GPA, have never entered into any Agreement to Sell with anyone else.
10. The VENDEE will be entitled to get the said property mutated and transferred in his own name or in the name of the nominee in the relevant records of the concerned Authorities.
11. That herein after all rights of the said property shall vest in the VENDEE and VENDOR shall have not any right whatsoever in the same except receiving the balance consideration.
12. That all dues, charges, penalties, levies etc. against the said property shall be liability of the VENDOR which they will get cleared before the execution of this agreement to sell so as to convey a complete and fair to the VENDEE.
13. That all the expenses incurred in the said Transfer Deed/Sale Deed with Transfer Charges, stamp duty, registration fee etc., will be borne by the VENDEE.
14. The VENDOR hereby warrants and represents that the said property has clear marketable title and further unconditionally undertakes to indemnify the VENDEE, against any defect in title and / or claim, suit, legal proceeding, demand or any other



proceeding in respect of any right, claim, demand, interest regarding the said premises, which has arisen or accrued, or alleged to have arisen or accrued, or may arise or accrue.

15. That the VENDOR & his/her legal heirs, representatives, administrators, nominees, assignees etc shall have been left with no right, title or interest of any nature whatsoever in the aforesaid property hereby sold, and the same has become the property of the VENDEE absolutely and forever, with all the rights to transfer the same by way of sale, mortgage, gift, lease or otherwise, without any interruption, objection or obstruction.
16. That in case the VENDOR refuses to get the sale deed registered in favour of the VENDEE within the above specified period then the VENDOR shall give the amount of the earnest money along with the interest @ 10 % per annum as refund to the VENDEE.
17. That in case, the VENDEE fails to make full and final payment of the said property of the VENDOR within the above specified period of 90 days from the date of signing of this agreement, the amount paid by the VENDEE will be refunded by the VENDOR after deducting interest @ 10% per annum. Further, the VENDOR will be entitled to enter into an agreement with any other party and this current agreement will be considered to be Null and Void.
18. That the VENDOR shall hand over/has handed over the actual and vacant physical possession of the said property to the second, on the spot at the time of execution of transfer deed.
19. That the VENDEE co-operate with the VENDOR in obtaining the permission to transfer from Noida Authority by furnishing the required document , including any affidavit or statement etc.
20. That according to law, the VENDEE shall deduct the TDS @1% or which is applicable from the total sale consideration at the time of execution of final Transfer Deed cum Sale Deed in respect of the abovesaid Industrial Property and deposit the same in the government account & shall provide the receipt of the same to the VENDOR for their reference/record purpose.
21. All or any disputes arising out of, touching upon, connected with, concerning or in relation to the terms of this agreement 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.
22. This Agreement will be governed by the laws of India and the both the Parties will submit to the jurisdiction of the Courts of Noida for the resolution of any disputes that may arise out of this Agreement.
23. That this transaction has taken place through the efforts of M/s Buniyad Realty Ltd., G-57-58, Sector 18, Noida, Uttar Pradesh 201301 and both the parties have

agreed to pay the service charges @ 1 % each, on the total sale consideration plus GST on the Receiving Amount settled above to them at the time of the final registry.

IN WITNESS WHEREOF BOTH THE PARTIES aforesaid have set their respective hands on this agreement to sell on the day, month and year first mentioned in the presence of the following witnesses.

WITNESSES

1. Lalan Gupta  
H-57, Sec-18  
Noida.

2.

Seer Global Limited

VENDOR



Authorised Signatory

M/s. SEER GLOBAL LIMITED,  
Regd. Office C-797, NEW  
FRIENDS COLONY, NEW DELHI-  
110025, Through its Director Mr.  
SANJEEV JAIN, SON OF LATE  
SHRI PADAM CHAND JAIN,  
RESIDENT OF C-797, NEW  
FRIENDS COLONY, NEW DELHI-  
110025

VENDEE



SUGMYA FINANCE PRIVATE  
LIMITED, Regd. Office 6<sup>th</sup> Floor,  
Space-602, Plot No-16, Rishabh  
Corporate Tower, Karkardooma  
Community Centre,  
Karkardooma, New Delhi-  
110092, Through its Director Mr.  
VIKAS SINGH, SON OF SHRI  
LAL CHANDRA SINGH,  
RESIDENT OF HOUSE NO. 25,  
G.P. COLONY, MURDHAWA,  
RENUKOOT, SONBHADRA,  
U.P. 231217