



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Uttar Pradesh**

**e-Stamp**



**Certificate No.** : IN-UP11432093148672S  
**Certificate Issued Date** : 31-Oct-2020 05:15 PM  
**Account Reference** : NEWIMPACC (SV)/ up14172204/ LUCKNOW SADAR/ UP-LKN  
**Unique Doc. Reference** : SUBIN-UPUP1417220416691639251981S  
**Purchased by** : VIMMAL KAPOOR  
**Description of Document** : Article 5 Agreement or Memorandum of an agreement  
**Property Description** : Not Applicable  
**Consideration Price (Rs.)** : 933,65,71,113  
(Nine Hundred Thirty Three Crore Sixty Five Lakh Seventy One Thousand One Hundred And Thirteen only)  
**First Party** : VIMMAL KAPOOR  
**Second Party** : Not Applicable  
**Stamp Duty Paid By** : VIMMAL KAPOOR  
**Stamp Duty Amount(Rs.)** : 100  
(One Hundred only)



-----Please write or type below this line-----

**AGREEMENT TO SELL**

**Date of Execution** : 7<sup>th</sup> Nov 2020  
**Place of Execution** : Lucknow  
**Sale Consideration** : ₹ 60,00,000/-  
**Advance Paid** : ₹ 1,00,000/-  
**Stamp Duty Paid** : ₹ 100/-  
**Pargana** : Lucknow

*[Handwritten Signature]*

*[Handwritten Signature]*

**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.

THIS AGREEMENT TO SELL IS EXECUTED BETWEEN **Sri Vimmal Kapoor** son of **Late Sri Shyam Narain Kapoor** resident of **C-398, Sector-B, Mahanagar, Lucknow** (Vimmal Kapoor, a proprietorship concern registered with GST vide registration No. 09AGQPK4874LIZI) (hereinafter called the 'Seller' which expression shall mean and include his heirs, successors, administrators and assigns) AND (1) **Mr Shiv Kumar Tiwari, Son of Shri Raj Nath Tiwari, resident of 145 E/5 Chandpur Saloni, Allahabad** (hereinafter called the "Purchasers" which expression shall mean and include their respective heirs, successors, administrators and assigns).

WHEREAS the Seller wanted to sell the **Villa No. 82, Part of Khasra No. 29** situate at Project "**SAI FARMS**", Village **Sikanderpur Khurd, Pargana Tehsil and District Lucknow, Land area measuring about 153.98 sq. meters and Constructed area measuring about 185.80 sq. meters** and the Purchasers being interested purchasing the same have offered a sum of ₹ 60,00,000/- (Rupees Sixty Lakh only) plus GST which offer the Seller has accepted.

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

1. That the Sellers shall sell the Villa No.82, Part of Khasra No. 29 situate at **Project "SAI FARMS"**, Village **Sikanderpur Khurd, Pargana Tehsil and District Lucknow; Land area measuring about 153.98 sq. meters and Constructed area measuring about 185.80 sq. meters** in favour of the Purchasers for a total sale consideration of ₹ 60,00,000/- (Rupees Sixty Lakh only) plus GST of ₹ 7,20,000/- (Rupees Seven Lakh Twenty Thousand only) @ 12% on the sale consideration, therefore, total amounting to ₹ 67,20,000/- (Rupees Sixty Seven Lakh Twenty Thousand only), out of which the Purchasers has paid the sum of ₹ 1,00,000/- (Rupees One Lakh only) vide NEFT No. SBIN320297593498 dated 23<sup>rd</sup> Oct 2020 drawn on State Bank Of India, Kannauj as advance the receipt whereof the Sellers hereby acknowledges.
  - a. That the purchaser shall pay the balance sale consideration in the following manner
    - i. Rs 60,00,000/- (Rupees Sixty Lakh by 20 Nov 2020)

*Shiv Kumar Tiwari*

*[Signature]*

ii. Rs 6,20,000/- (Rupees Six Lakh Twenty Thousand at the time of possession / registry)

2. That the Sellers assure that the Villa agreed to be transferred under this agreement is free from all sorts of transfers and encumbrances and the Sellers have every right and title to transfer the same in favour of the Purchasers.
3. That all the taxes or any other dues, in respect of the said Villa upto the date of sale deed shall be borne and paid by the Sellers and thereafter by the Purchasers.
4. That all the expenses for execution and registration of this agreement to sell and sale deed i.e. stamp duty, registration charges and other misc. expenses shall be borne by the Purchasers.
5. That the Purchasers shall get the sale deed executed in their favour within three months from the date of this agreement after paying the balance sale consideration to the Sellers, failing which the advance will be refunded after deduction of 5% of the total amount paid till date
6. That any delay in payment of any of the payments shall be subject to the interest at the State Bank of India Marginal cost Lending Rate plus two percent in case of delay in any payment
7. That the actual vacant physical possession of the Villa has not been delivered to the Purchasers by the Sellers under this agreement the same shall be delivered at the time of execution of the sale deed.
8. That the Purchaser has agreed to take the possession on "As Is Where Is Basis" condition.
  - a. The purchaser acknowledges the fact that the villa is semi-finished and further work needs to be carried out to complete the villa.
9. That the development charges if any payable on the said property to the competent authority shall be directly paid by the purchaser and the seller is not responsible for it, as the same has been not deposited by the seller.

*[Handwritten signature]*

*Shiv Kumar Tiwari*

**SCHEDULE OF PROPERTY**

Villa No. 82, Part of Khasra No. 29 situate at **Project "SAI FARMS"**, Village Sikanderpur Khurd, Pargana Tehsil and District Lucknow, land area measuring about 153.98 sq. meters, and Constructed area measuring about 185.80 sq. meters bounded as under:-

East : Villa No. 83  
West : Villa No. 81  
North : Boundary wall of Project, thereafter Others Property  
South : Road 33 ft

Two sets of this agreement are being executed on a non-judicial stamp paper of Rs 100/- and the Seller shall retain one copy for reference and record and the buyer shall retain another one.

IN WITNESS WHEREOF the parties have put their respective signatures on this Agreement to sell on the date, month and year first above written in the presence of following witnesses.

**WITNESSES :**

1. *R Kapoor*  
RISHABH KAPOOR

2. *शिव कुमार तिवारी*  
*शिव कुमार तिवारी*

*Vimmal Kapoor*  
VIMMAL KAPOOR  
**SELLER**  
PAN - AGQPK4874L

*Shiv Kumar Tiwari*  
SHIV KUMAR TIWARI

**PURCHASERS**

PAN AKJPT0362R