

INDIA NON JUDICIAL



Government of Uttar Pradesh

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP95496743492219W

14-Mar-2024 11:38 AM

NEWIMPACC (SV)/ up14004704/ NOIDA/ UP-GBN

SUBIN-UPUP1400470487242735974791W

JOYDEEP NAYAR

Article 5 Agreement or Memorandum of an agreement

Not Applicable

JOYDEEP NAYAR

Not Applicable

JOYDEEP NAYAR

(One Hundred only)





Please write or type below this line

AGREEMENT TO SELL

This AGREEMENT TO SELL is executed on this 14th day of March, 2024 between Shri Joydeep Nayar (Adhar No. 5463 0617 9527) S/o Shri Madan Lal Nayar R/o J-202, Pearl Gateway Towers, Sector-44, NOIDA, District Gautam Budh Nagar, UP-201301 hereinafter called the 'FIRST PARTY' SELLER' (which expression shall mean and include the heirs, successors and assigns)

AND

Shri Ravindra Prasad Gupta (Adhar No. 3282 6313 5533) S/o Shri Rajaram Gupta R/o House No. 15, Sector 14A, Noida, Gautam Budh Nagar, U.P. hereinafter called the 'SECOND PARTY/BUYER' (which expression shall mean and include the heirs, successors and assigns.)

Whereas the First Party is the actual and absolute OWNER of the Residential Flat No. 202, Block-J, Pearl Gateway Towers, Sector-44, NOIDA, Distt. Gautam Budh Nagar, (U.P.) admeasuring super area 3165 Sq. Ft. (294.14 Sq. Meter) having an approximate carpet area of 235 Sq. Mt. hereinafter called the said 'PROPERTY'.

Having sub leased to Shri Joydeep Nayar (Adhar No. 5463 0617 9527) S/o Shri Madan Lal Nayar R/o J-202, Pearl Gateway Towers, Sector-44 by the New Okhla Industrial Development Authority & PACL Limited, vide Sub lease deed dated 31/03/2010, and the same was duly registered in the office of Sub-Registrar, NOIDA in Book No. 1 Volume. No. 1751 on pages 21 to 114, Registration No. 1296.

Whereas the First Party is desirous to sell the said property to the Second Party for the total sale consideration of Rs.1,70,00,000/- (Rupees One Crore and Seventy Lakh Only) and the Second Party has agreed to purchase the same on the following terms and conditions: -

- That the total sale consideration of the said property has been agreed as of Rs.1,70,00,000/-(Rupees One Crore and Seventy Lakh Only) between both the parties.
- That out of total sale consideration the First Party has received a sum of Rs.11,00,000/(Rupees Eleven Lakh Only) from the Second Party as an advance and the First Party hereby
 acknowledges the receipt of Rs.11,00,000/- (Rupees Eleven Lakh Only) received in the
 following manner: -

S. No.	Date	Mode	Bank	Amount
1	14-03-2024	RTGS	UTR NO. SBIN224074676747	1100000.00
	THE STATE OF		Total	11,00,000/-

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- 3. The balance amount of Rs.1,59,00,000/- (Rupees One Crore and Fifty-Nine Lakh Only) shall be received by the First Party from the Second Party in the following manner:
 - a) Rs.59,00,000/- (Rupees Fifty-Nine Lakh Only) as part payment on or before 30-05-2024 against filing of Transfer Application with NOIDA (Authority).
 - b) Rs.1,00,00,000/- (Rupees One Crore Only) as balance and final payment at the time of execution of Transfer cum Sale Deed before Sub-Registrar, NOIDA within the period until 14-06-2024 However all expenses Stamp Duty, and Registration Charges etc. to be incurred on the execution of the documents by the First Party in favor of the Second Party shall be borne by the Second Party.
 - c) That the Second Party Shall deduct TDS Amount as applicable out of total Sale Consideration and shall deposit the same with Income Tax Authority and shall provide the online remittance certificate to the First Party.
- 4. That the First Party shall apply and obtain RWA NOC on or before 30-04-2024, NOC all electricity and maintenance dues of the RWA till 14-06-2024 or till the time of Execution of Transfer Deed will be paid by the First Party and thereafter by the Second Party.
- 5. That the First Party has informed that there is a Loan of Bank which he has assured that he will clear all dues of Bank from his own sources on or before 30-04-2024 and shall obtain No Dues Certificate along with Original Documents in order.
- 6. That the First Party has informed the Second Party that except Bank Loan as per Para 5 the above said property is free from all sorts of encumbrances such as sale, lien, gift, agreements, disputes, injunctions, litigation or Private Loans Securities, Guarantees, attachment with or without any decrees of any Hon'ble Court of law in all over India & abroad and if it is proved otherwise in future then the First Party shall be liable and responsible for the same and the Second Party shall have the right to recover all his losses and damages, from the disposal of this property of the First Party and also recover due interest and expenses thereon at the cost, risk and expenses of the First Party.
- That the Second Party has informed the First Party that he has to seek permission for purchase of the above said Property from his Department (High Court) UP. First Party shall cooperate in this regard.
- That the First Party shall apply and obtain Transfer Permission from Noida (Authority)
 after receiving advance payment as per Para 3(a) above. Transfer charges shall be borne
 and paid by the First Party.

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9. That the First Party will execute and get registered all necessary documents of the said property in favor of the Second Party against payments as per Para 3. and deliver the physical and vacant peaceful legal possession, all original papers, all N.O. C's related to the property and get documents registered in the favor of the Second Party within the stipulated period.

IN WITNESS WHEREOF the parties have signed this deed at NOIDA on the date, month & year first above written in the presence of the following witnesses

In receipt of Rs. 11,00,000/- (Rupees Eleven Lakh Only) and acceptance of the above.

Date: 14-03-2024

Place: NOIDA

(RAVINDRA PRASAD GUPTA)

Witnesses:

Shi 27. 12. Read Coderas +

Myo 16-002. Read Coderas +

STO AME MITTAL

BLO K-002, PLT, Sec 44

NO.BA.