

INDIA NON JUDICIAL

Government of Uttar Pradesh



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-UP16579541049520T

27-Jul-2021 02:14 PM

NEWIMPACC (SV)/ up14006504/ GREATER NOIDA/ UP-GBN

SUBIN-UPUP1400650421516158641372T

: NASEEMA ALIAS NASEEMA KHANAM

: Article 5 Agreement or Memorandum of an agreement

: AS ANNEXED

: ASHOK KUMAR YOG

: NASEEMA ALIAS NASEEMA KHANAM

: NASEEMA ALIAS NASEEMA KHANAM

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(One Hundred only)





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Self Attested Maseema 1A-8-2021

AGREEMENT TO SELL

This AGREEMENT TO SELL is made and executed at Gautam Budh Nagar U.P. on this 23th Day of July 2021, between Mr. Ashok Kumar Yog S/o Late Mr. Purshottam Yog and Mrs. Meera Yog W/o Mr. Ashok Kumar Yog both R/o Mausam Bagh, Sitapur Road, Lucknow, U.P.-226020 Through GPA holder Mr. Deepak Gupta S/o Late Mr. Anand Swarup Gupta R/o T-5/803 PPII Shrishti, Sector 93A, Noida-201304, U.P., hereinafter called the VENDOR.

<u>AND</u>

Nascema alias Nascema Khanam D/o Late M.A.khan R/o House No. G- 655, Sector Gamma- 2, Greater Noida, Distt. Gautam Budh Nagar -201310. U.P., (Present Address House No -29 Greenwoods Govt Officers welfare Society Phase-1 Sector Omega-1 Greater Noida, Distt. Gautam Budh Nagar -201310. U.P) hereinafter called the VENDEE.

(The expression and word of the VENDOR and VENDEE shall mean and include their heirs, successions, assignees, nominees, executors, administrators and legal representatives respectively).

CWHEREAS the VENDOR is the lawful owner of a Residential Plot No. 233, Phase-1, Greenwoods Government Welfare Society, Greater Noida, U.P., hereinafter referred as the PROPERTY.

AND WHEREAS THE VENDOR aforesaid is desirous to sell said property in favour of the VENDEE and VENDEE has also agreed to acquire the same.

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER:-

- 1. That the total sale consideration of said property has been settled to as Rs. 1,00,00,000/- (Rupees One Crore only) in between both the parties.
- 2. That the VENDOR has received a sum of Rs. 50,00,000/- (Rupees Fifty Lakh only) from the VENDEE as full & final/ part payment the receipt of which, the VENDOR hereby acknowledges. That payment has been made in the following manner:-

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- 3. That, it has been agreed between the vendor and vendee, that after deducting the aforesaid advance payment of Rs.50,00000/- (Rupees Fifty Lakh only) out of the total sale consideration of Rs. 1,00,00,000/- (Rupees One Crore only) the remaining balance payment of Rs.50,00000/- (Rupees Fifty Lakh only) shall be paid by the VENDEE to the VENDOR at the time of registry of final Transfer Deed.
- 4. That, the Vendee is a Judicial Officer and therefore as per the prevailing rules will apply and obtain the permission of the Hon'ble High Court of Allahabad for purchasing the said property and thereafter the agreement will be executed.
- 5. That the VENDOR shell apply and obtain the permission for transfer of the sale property from the GREATER NOIDA Authority in favour of the above said VENDEE or her nominee(s).
- 6. That the VENDEE shall execute the Lease Deed/ Transfer Deed within 30 days after the respective permissions of the Hon'ble High Court of Allahabad and GREATER NOIDA Authority.
- 7. That the VENDOR has assured the VENDEE that the above said property is free from all sorts of encumbrances such as mortgage, sales, lien, gift, exchange, dispute, litigation attachment, pledge, and decree of any court of law and if proved otherwise the VENDOR shall be liable & responsible for same & the VENDEE shall have the rights to recover the entire amount with cost and expenses from the movable and immovable properties of the VENDOR.
- 8. That the expenses to be incurred for the execution of the Transfer Deed on stamp duty, registration fee and other legal expenses will be borne by the VENDEE.
- 9. That the VENDEE shall have the rights to get the Transfer Deed of the said property executed in her favour or in favour of her nominee(s) for which the VENDOR has got no objection.
- 10. That the VENDOR shall be liable to incur all out-standing dues & demands in respect of the said property till date.
- That the VENDOR shall handover the vacant and actual physical possession of the aforesaid property to the VENDEE at the time of execution of final Transfer Deed.
 - 12. That in this case of breach of any clause by the VENDOR afore said, the VENDEE shall have the right to get the Transfer Deed registered through the court of law after depositing the balance amount of this Agreement to sell and expenses so incurred in the legal proceedings shall be the liability of VENDOR.
 - 13. That if the VENDOR does not executes the Transfer Deed within the given time then he has to pay the double of the deposited amount which is mentioned in para 2 of this agreement.

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IN WITNESSES WHERE OF: The VENDOR and VENDEE have set their respective hands to execute this Agreement to sell, on the day month and year first above written in presence of the following witnesses. , March

WITNESSES

1. Abdul Mannan S/o Mohd Yaqoob R/O G -655 Gamma -2 Greater Noida Mobile No-9910864020

VENDOR

Shakir Khow 2. Mohd Shakir Khan S/o Mohd Mustafa R/o F- 199 Jalvayu Vihar Pocket -4 Sector -Phi -2 Greater Noida Mobile No- 9811478601