INDIA NON JUDICIAL

8261

IN-UP71921617998739W

Government of Uttar Pradesh

e-Stamp

वसीम अहमद
स्टाम्प विक्रेता ला0 न0-60
तह0 कम्पा0 जनपद हापुड़
मो 8077961987

Certificate No.	:	IN-UP71921617998739W
Certificate Issued Date	:	04-Sep-2024 02:55 PM
Account Reference	:	NEWIMPACC (SV)/ up14074304/ HAPUR SADAR/ UP-HPU
Unique Doc. Reference	:	SUBIN-UPUP1407430440399580165005W
Purchased by	:	ANANTTAM ENTERPRISES PARTN ANKUR SHARMA AND OTHERS
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	PLOT NO-G H-1 ANAND VIHAR AWASIYA YOJNA HAPUR
Consideration Price (Rs.)	:	
First Party	:	HAPUR PILAKHUWA DEVELOPMENT AUTHORITY HAPUR
Second Party	:	ANANTTAM ENTERPRISES PARTN ANKUR SHARMA AND OTHERS
Stamp Duty Paid By	:	ANANTTAM ENTERPRISES PARTN ANKUR SHARMA AND OTHERS
Stamp Duty Amount(Rs.)	:	4,04,40,500 (Four Crore Four Lakh Forty Thousand Five Hundred only)

e-Stamp Locked

Please write or type below this line

राकेश सिंह तोमर
सहायक सम्पत्ति अधिकारी

Prepared And Checked by me

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सहायक सम्पत्ति अधिकारी

QE 0015545211

Property Clerk

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.

ANANTTAM ENTERPRISES PARTN ANKUR SHARMA AND OTHERS ANANTTAM ENTERPRISES PARTN ANKUR SHARMA AND OTHERS ANANTTAM ENTERPR

Agreement to Sale

Details of the Property

1. Group Housing, Block-K, GH-(1), Anand Vihar Yojna

2. Area-	20168.85 Sq.Mtrs.
3. Allotment Rate-	23250/-Per Sq.Mtr.
4. Cost of the Plot as per Auction rate-	Rs. 46,89,25,762/-
5. Coner Charges	Rs. 4,68,92,576/-
6. Free hold @ 12%	Rs. 6,18,98,201/-
6. Stamp Duty @ 7% of the cost-	Rs. 4,04,40,500/-

This agreement to sale is executed on ...13/9/24..... between **Hapur Pilkhuwa Development Authority,** a body created under section-3 of U.P. Urban Planning and Development ,Act, 1973 hereinafter called **Authority** (Which expression shall, unless the context does not admit includes its successors and assignees) through its AUTHORISED SIGNATORY Sri **Rakesh Tomer, Assistant** Property officer, HPDA , Frist Party

And

Ananttam Enterprises By Mr. Ankur Sharma S/0 Sh. Ganga Saran Sharma add-7/F, Aditya Complex, Preet Vihar, New Delhi-110092 which expression shall unless the context does not admit includes his heirs, successors, executors, administrators and permitted assignees, Second Party.

Now this Agreement to Sale is Executed as under :-

1. That the First Party advertised about a Public Auction for the sale of **Free hold Group Housing, Block-K, GH-(1), Anand Vihar Yojna of area 20168.85**

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आवेदन सं०: 202400740022002

विक्रय अनुबंध विलेख (कब्जा)

वही स०: 1 रजिस्ट्रेशन स०: 8261 वर्ष: 2024

प्रतिफल- 577716539 स्टाम्प शुल्क- 40440500 बाजारी मूल्य - 577717000 पंजीकरण शुल्क - 5777170 प्रतिलिपिकरण शुल्क - 60 योग : 5777230

श्री Ananttam enterprises द्वारा
अंकुर शर्मा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री गंगाशरण शर्मा
व्यवसाय : अन्य
निवासी: 7/एफ आदित्य काम्पलेक्स प्रीत विहार नई दिल्ली-110092

श्री, Ananttam enterprises द्वारा अंकुर शर्मा अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनाँक 13/09/2024 एवं 03:37:28 PM बजे निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हिमांशु चन्द्रा
उप निबंधक :हापुड़ ।
हापुड
13/09/2024

मनोज कुमार .
निबंधक लिपिक
13/09/2024

प्रिंट करें

Sq. Mtrs, boundaries of which are mentioned in the end of this deed & site plan is also attached with this deed.

2. 2. That the Second Party participated in the auction held on **28-02-2024**. The second party was the highest bidder with a bid for Rs. 23250/- per Sq. Mtrs. For the above plot. This bid was approved by the Vice Chairman, HPDA. The First Party issued the Allotment Letter bearing no. **1575**/सम्पत्ति/ H.P.D.A./24 dated **15-03-2024** in favour of the second party in respect of the aforesaid plot and informed the second party about the total premium of the plot, that is Rs. **57,77,16,539/-** By this allotment latter the second party was also informed about the payment schedule and installments.

3. That as per the clause 3.0 (V) If bidder adopts the pay Plan A, possession will be given after the full payment of the dues against the plot including the taxes and registered sale deed will be executed in favour of the allottee. If the allottee accepts the Plan B, than the possession of plot will be handed over to the allottee after the payment of 25% amount of total cost of the plot and a registered agreement to sale will be executed. Accordingly the bidder can plan a scheme for construction of the entire land within the prescribed bye-laws of HPDA and can get the approval by HPDA, the bidder-allottee will be entitled to have plan sanctioned by the HPDA and start construction. The bidder shall be free to advertise the scheme and sell the build up space at his own cost and risk.

4. That the Second Party has paid Rs. **20,66,38,687/- (including 01% T.D.S, amount Rs. 2,06,63,868).** The First Party acknowledges the receipt of the above said amount through this deed. The second party has to pay the balance premium and other charges as per the payment schedule. If the

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आवेदन सं०: 202400740022002

बही स०: 1 रजिस्ट्रेशन स०: 8261 वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

विक्रेता: 1

श्री राकेश सिंह तोमर सहायक सम्पत्ति अधिकारी के द्वारा सुनील कुमार ट्रेसर, पुत्र श्री दीपचन्द

निवासी: एचपीडीए हापुड

व्यवसाय: नौकरी

क्रेता: 1


श्री Ananttam enterprises के द्वारा अंकुर शर्मा , पुत्र श्री गंगाशरण शर्मा

निवासी: 7/एफ आदित्य काम्पलैक्स प्रीत विहार नई दिल्ली-110092

व्यवसाय: अन्य


ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री प्रभात वत्स , पुत्र श्री आशुतोष वत्स

निवासी: 1/10874, गली नम्बर 05, सुभाष पार्क नवीन शाहदरा दिल्ली

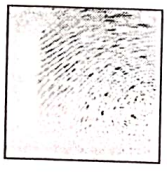
व्यवसाय: अन्य

पहचानकर्ता : 2


श्री लवकुश , पुत्र श्री पवन तोमर

निवासी: बडौदा हिन्दवान कस्तला कासमाबाद हापुड

व्यवसाय: अन्य




रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।

टिप्पणी :

हिमांशु चन्द्रा
उप निबंधक : हापुड़ 1
हापुड
13/09/2024

मनोज कुमार
निबंधक लिपिक हापुड
13/09/2024

प्रिंट करें

payment is not made according to the schedule, the penal interest @ 14.5 % will be charged and HPDA has the right to cancel the allotment.

5. The First Party declares that the **Group Housing, Block-K, GH-(1), Anand Vihar Yojna of area 20168.85 Sq. Mtrs.** is free from all charges, liens and encumbrances and being transferred to the Second Party through this deed.
6. The peaceful physical possession has been transferred to the Second Party through this deed.
7. Second Party shall complete the constructions of the building in accordance with plan approved by HPDA as per conditions of agreement and as per specifications prescribed by the HPDA within 5 years from the date of agreement which shall be the essence of contract.
8. Second Party shall not be entitled to sub-divide the plot or to amalgamate it with any other plot.
9. The plot and building thereon shall not be used for any purpose other than specified in the agreement executed by HPDA.
10. Second Party shall not be entitled to sell, transfer, assign or otherwise part with possession of the plot, before or after the erection of the building without the previous permission in writing of the Authority, In the event of the consent being given the bidder may impose such terms and conditions as may be deemed fit and necessary in that behalf.
11. Second Party shall be liable to pay rates, taxes, charges and assessment of every description plot/building whether assessed, charged of imposed on that plot or on the building construction.
12. The authority reserves the right to recover balance amount due against the plot. Any money due to the HPDA from Second Party shall be recoverable as

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per arrears of land revenue from the Second Party by issuing the Recovery Certificate.

13. If it is disclosed that the sale deed of the plot/property has been obtained by suppression of any fact or misstatement or misrepresentation or fraud or if there is any breach of the conditions of the sale deed, the sale deed will be cancelled as also the possession of the property and the building thereon will be taken over by the authority, and the bidder will not be entitled to any compensation whatsoever nor for refund of any premium paid by him.
14. The water supply, sewerage, drainage and electricity lines as per specifications and standard shall be provided up to the boundary to the property by HPDA. The internal work shall be completed by the bidder himself.
15. Sales deeds shall be executed in fovour of Second Party after the submission of the certificate of recognition issued by the competent authority.
16. If the Second Party does not take possession of the plot/flat within due date of possession then he shall pay chaukidari charges.
17. Any unauthorized construction by the Second Party on the allotted plot/flat, is liable to be demolished in accordance with the law in force.
18. Plot will be allotted on "As is- where is" basis and possession of plot will be given to allottee on "As is- where is" basis also. No objection will be entertained later.
19. Electricity and water connection will be liability of Second Party.
20. Service tax would be payable extra by Second Party if applicable in future.
21. The First Party reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose

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for searching for, working and obtaining removing and enjoying the same without providing or provided always, that the first Party shall make reasonable compensation to the Second Party for all damages directly orasioned by exercise of the right hereby reserved. The decision of the HPDA on the amount of such compensation shall be final and binding on the applicant.

22. The land right have been given to HPDA under land acquisition Act. Authority has fixed the cost of plot on basis of to the award declared by SLAO. But if in future, by any Court's order or in any circumstances the amount the compensation is revised then it will be loaded at the plot and the Second Party will have to bay it within 3 months from the demand raised by the authority. If the Second Party fails to pay the enhance amount it may be recovered as the arrears of land revenue.
23. Decision of the Vice Chairman, HPDA will be final in every matter related to the bid/sanction of building plans constructions etc. or related to any other matter.
24. Hapur court will have exclusive jurisdiction for adjudication of disputes with regard to his office.
25. That the first party has right to cancellation, termination, forfeiture or re-entry on aforesaid grounds after the first party has service on the second party, a notice in writing and the violation has not been corrected by the second party within reasonable time.
26. Details of **Group Housing, Block-K, GH-(1), Anand Vihar Yojna of area 20168.85 Sq. Mtrs** are boundaries of which are given below.

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NORTH	Garh Delhi Road.
SOUTH	30.00 Mtrs wide road.
EAST	Group Housing, Block-K, K-(2) (1) And K-(2) (2)
WEST	36.00 Mtrs wide road.

First Party

Second Party

Total E-Stamp Rs. 4,04,40,500/-

In witness the parties name above have signed the AGREEMENT TO SALE on ..... At hapur, U.P.

Wintess No. 1 Prabhat Vats

Ashutosh Vats
HO No- V/10874 Street
No-05 Subash Park
Naveen Shahadra-Delhi

Witness No. 2 LOVEKUSH

S/o PAWAN TOMAR
Vill- Baroda Hindawan
Kasba Kasmabad, HAPUR

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सहायक सम्पत्ति अधिकारी

First Party

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Second Party

आवेदन सं०: 202400740022002

बही संख्या 1 जिल्द संख्या 14126 के पृष्ठ 1 से 14 तक क्रमांक 8261 पर दिनाँक 13/09/2024 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हिमांशु चन्द्रा

उप निबंधक : हापुड़ 1

हापुड

13/09/2024

प्रिंट करें