



INDIA NON JUDICIAL



IN-UP76035239909587W

Government of Uttar Pradesh

e-Stamp

7

I 6964/2024

Certificate No. : IN-UP76035239909587W

Certificate Issued Date : 07-Sep-2024 02:10 PM

Account Reference : NEWIMPACC (SV)/ up14444604/ VARANASI SADAR/ UP-VNS

Unique Doc. Reference : SUBIN-UPUP1444460447178281662295W

Purchased by : MS UMay Estates LLP THROUGH PARTNER

Description of Document : Article 5 Agreement or Memorandum of an agreement

Property Description : ARAZI NO-1KA,1KHA,2KA,2KHA,7KA,7KHA AND 5,MAUZA-BHULLANPUR,PARGANA-DEHAT AMANAT,VARANASI

Consideration Price (Rs.) : 23,48,000
(Twenty Three Lakh Forty Eight Thousand only)

First Party : MS VISIONARY REALTORS PVT LTD THRO ITS DIRECTOR

Second Party : MS UMay Estates LLP THROUGH PARTNER

Stamp Duty Paid By : MS UMay Estates LLP THROUGH PARTNER

Stamp Duty Amount(Rs.) : 23,48,000



LOCKED

SRTU
02/09/2024

ACC Name: Arvind Kumar Givestays
 ACC Code: UP14444604
 ACC Add: Sarma Cantt, Varanasi
 Mobile No.: 9838520706
 Licence No.: 44/61/72/49
 District: Varanasi

Visionary Realtors Pvt. Ltd.

[Signature]

Director



UMAY ESTATES LLP

[Signature]

Partner



0002773504



Rakesh Agrawal



[Signature]



202400996040800

JOINT DEVELOPMENT AGREEMENT

This the Joint Development Agreement ("Agreement") is made and executed at Varanasi on this 07th day of September 2024.

BY AND BETWEEN

M/s. Visionary Realtors Pvt. Ltd. (CIN: U70102UP2015P TC068178) a company incorporated under the Companies Act 2013 having its registered office at B-26/118, Shop No. 220, Karpatri Building Durgakund, Varanasi, Uttar Pradesh, India, 221010 (PAN AAFCV0005J) represented by its director, **Mr. Rakesh Agrawal** (DIN: 10753228), (Aadhar no. 999616824959, PAN ACBPA9971H) duly authorized by Board resolution dated 04.09.2024 s/o Kishori Raman Agrawal, r/o B-25/33-67-A Flat no. 16, Jawahar Nagar gurudham, khojawan, Varanasi - 221010, Mob. no. 9415228137 hereinafter referred to as the "Landowners/First Party", which expression shall mean and include the said First Party and its heirs, executors, administrators, and / or assignees of the FIRST PART;

AND

M/s. Umay Estates LLP (LLPIN: ACC-8200), a Limited Liability Partnership registered under Limited Liability Act, 2008, having its registered office at present at Plot No. 05, Gurudham, Durgakund, Varanasi, Uttar Pradesh, India, 221005 and principal place of

Visionary Realtors Pvt. Ltd.

Rakesh Agrawal
Director

UMAY ESTATES LLP

[Signature]
Partner



भाग 1

प्रस्तुतकर्ता अथवा प्राप्ति द्वारा रखा जाने वाला

उपनिबन्धक - कदा चतुर्थ कार्यालयी क्रम 2024352019033

आवेदन संख्या : 202400998040800

लेख का वापस कर प्रस्तुत करने का दिनांक 2024-09-07 00:00:00

प्रस्तुतकर्ता का प्राप्ति का नाम श्रीरज अग्रवाल

लेख का प्रकार विक्रय अनुबंध विवेक

प्रतिफल की अवधि 0 / 33537000.00

1. प्रतिनिधित्व शुल्क 335370

2. प्रतिनिधित्व शुल्क 180

3. निरीक्षण या तलाश शुल्क

4. मुद्राण के अतिरिक्त अन्य शुल्क

5. कमीशन शुल्क

6. विविध

7. वारिक पत्र

1 से 6 तक का योग 335530

शुल्क प्रस्तुत करने का दिनांक 2024-09-07 00:00:00

दिनांक जब लेख प्रतिनिधि का तलाश

प्रमाण पर वापस करने के लिए तैयार होगा 2024-09-07 00:00:00

प्रतिनिधित्व अधिकारी के द्वारा

business at B 27/92, 5A, Jawahar Nagar, Bhelupur, Tehsil & District-Varanasi, Uttar Pradesh (PAN: AAHFU9737D) acting through its designated Partner **Mr. Dheeraj Agarwal** (PAN:ACTPA6502G) (Aadhar no. 5913 1481 3426) S/o Indrachand Agarwal R/o Rukmani Annexe, Flat no. 4RAD, 7 Ghore Bibi Lane, Neary Swabhumi, Phoolbagan, Kolkata West Bengal-700054 Mob. no. 9831139305 duly authorized vide resolution dated 05.09.2024 ,hereinafter referred to as the "Promoter/Developer/Second Party" which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the said Limited Laibility Partnership and its respective heirs, executors, administrators, successors and/or permitted assigns of the SECOND PART.

The First Party and the Second Party are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

1. The Landowners represents that they are the absolute owners of a compact piece and parcel of land more fully detailed and described in Schedule 1 attached hereto.
2. A Conveyance Deed dated **04.04.2016** bearing no. 2304 was executed by Kalavati Devi and OthersR/o Hariharpur (Rohnia) Varanasi U.P. in favor of **M/s.Visionary Realtors Pvt. Ltd.**, in respect of **Arazi No. 2Ka, 2Kha** admeasuring **82.899 sq. mtrs**, situated at Mauza Bhullanpur, Dehat Amanat, Varanasi,Uttar Pradesh, which was registered with Sub-Registrar II Varanasi on 04/04/2016 at Book no. 1, Volume No. 8333, page nos. 309 to 336 as document no. 2304.
3. A conveyance deed dated **03.02.2016** bearing no. 723 was executed by Krishna Prasad and OthersR/o Hariharpur (Rohnia) Varanasi U.P. in favor of **M/s. Visionary Realtors Pvt. Ltd.**, in respect of **Arazi 1Ka, 1Kha, 2Ka, 2Kha**admeasuring **236.98 sq. mtrs.**, situated at Mauza-Bhullanpur, Dehat Amanat, Varanasi,Uttar Pradesh, which was registered with Sub-Registrar II Varanasi on 03.02.2016 at Book no. 1, Volume No. 8206, page nos. 61 to 94 as document no. 723.

Visionary Realtors Pvt. Ltd.

Rakesh Singh
Director



UMAY ESTATES LLP

[Signature]
Partner



आवेदन सं०- 202400996040800

विक्रय अनुबंध विलेख (बिल्डर)

पृष्ठ सं०: 1

रजिस्ट्रेशन सं०: 6964

वर्ष: 2024

प्रतिफल: 0 स्टाम्प शुल्क- 2348000 बाजारी मूल्य - 33537000 पंजीकरण शुल्क - 335370 प्रतिलिपिकरण शुल्क - 160 योग: 335570

श्री. नीलसे उमय स्टेटस एलएलपी द्वारा
धीरज अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री इन्द्रचन्द्र अग्रवाल
द्वारा
दयापार

निवासी: स्वप्नी एनेक्स फ्लैट नं० 4आरएडी 7 धोरेबीबी लेन स्वामीभूमि के
पास पुलबयान कौलकाता वेस्ट बंगाल



श्री. नीलसे उमय स्टेटस एलएलपी द्वारा

धीरज अग्रवाल अधिकृत
पदाधिकारी/ प्रतिनिधि

से यह लेखपत्र इस कार्यालय में दिनांक
07/09/2024 एवं 03:30:44 PM बजे
निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पंकज कुमार सिंह
उप निबंधक :सदर चतुर्थ
वाराणसी
07/09/2024

मनोज कुमार श्रीवास्तव
निबंधक लिपिक
07/09/2024

प्रिंट करें



4. A conveyance deed dated **27.03.2015** bearing no. 2226 was executed by Jagdishwar Singh & Others R/o Hariharpur (Rohnia) Varanasi U.P. in favor of **M/s. Visionary Realtors Pvt. Ltd.**, in respect of **Arazi No. 7Ka, 7Kha, 2Ka, 2Kha** admeasuring **637.02sq. mtrs.**, situated at Mauza-Bhullanpur, Pargana-Dehat, Tehsil-Sadar, District- Varanasi, Uttar Pradesh, which was registered with Sub-Registrar II Varanasi on 27/03/2015 at Book no. I, Volume No. 6994, page nos. 337 to 366 as document no. 2226.
5. A conveyance deed dated **30.07.2016** bearing no. 5733 was executed by Sanjay Kumar Singh & Others in favor of **M/s. Visionary Realtors Pvt. Ltd.**, in respect of **Arazi No. 6a** admeasuring **278.81 sq. mtrs.**, situated at Mauza-Bhullanpur, Pargana-Dehat, Tehsil-Sadar, District- Varanasi, Uttar Pradesh, which was registered with Sub-Registrar II Varanasi on 30/07/2016 at Book no. I, Volume No. 8610, page nos. 391 to 424 as document no. 5733.
6. A conveyance deed dated **19.05.2015** bearing no. 3638 was executed by Ramprasad & Others in favor of **M/s. Visionary Realtors Pvt. Ltd.**, in respect of **Arazi No. 1Ka, 1Kha, 2Ka, 2Kha** admeasuring **1299.5 sq. mtrs.**, situated at Mauza-Bhullanpur, Pargana-Dehat, Tehsil-Sadar, District- Varanasi, Uttar Pradesh, which was registered with Sub-Registrar II Varanasi on 19/05/2015 at Book no. I, Volume No. 7103, page nos. 53 to 78 as document no. 3638.
7. A conveyance deed dated **07.09.2019** bearing no. 5923 was executed by Sarita Singh in favor of **M/s. Visionary Realtors Pvt. Ltd.**, in respect of **Arazi No. 7Ka, 7Kha** admeasuring **126.39 sq. mtrs.**, situated at Mauza-Bhullanpur, Pargana-Dehat, Tehsil-Sadar, District- Varanasi, Uttar Pradesh, which was registered with Sub-Registrar II Varanasi on **07.09.2019** at Book no. I, Volume No. 10491, page nos. 317 to 342 as document no. 5923.
8. That out of Total land area 2661.599 sq.mtr. of Arazi No. 7Ka, 7Kha, 2Ka, 2Kha, 1Ka, 1Kha, & 6 as mentioned above this builder agreement is being executed on land area admeasuring

Visionary Realtors Pvt. Ltd.

Rakesh Singh
Director

UMAY ESTATES LLP

Umay Estates LLP
Partner

आवेदन सं०: 202400996040800

वही सं०: 1

रजिस्ट्रेशन सं०: 6964

वर्ष: 2024

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि क प्रलेखानुसार उक्त विक्रेता: 1

श्री मेसर्स विजयरी रियल्टर्स प्रा० लि० के द्वारा राकेश अग्रवाल, पुत्र श्री किशोरी रमन अग्रवाल
निवासी: बीह 25/33-67-ए फ्लैट नं० 16 जवाहर नगर
गुरुधाम खोजवां वाराणसी
व्यवसाय: अन्य
विक्रेता: 1



श्री मेसर्स उमय स्टेटस एलएलपी के द्वारा धीरज अग्रवाल, पुत्र श्री इन्द्रचन्द्र अग्रवाल
निवासी: रुक्मिणी एनेक्स फ्लैट नं० 4आरएडी 7
धोरेबीबी लेन स्वामीभूमि के पास फूलबगन कौलकता
वेस्ट बंगाल
व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री गौरव अग्रवाल, पुत्र श्री गोपाल नारायण अग्रवाल
निवासी: के० 29/39 कपिलेश्वर गली, गनेश दीक्षित
लेन वाराणसी
व्यवसाय: व्यापार
पहचानकर्ता: 2



श्री अमित अग्रवाल, पुत्र श्री जगन्मय कुमार अग्रवाल
निवासी: बी० 18/51 फ्लैट नं० एस ए 105, 10वातेल
राफल रोड के सी० अपार्टमेंट नं० 2 मुरगंज इथा वासुभसा
व्यवसाय: व्यापार
ने की। परत्यक्षात अग्र साक्षिणी के निष्पादन अग्र
निष्पादन के लिए गए है।
दिनांक:



जिस्ट्रीकरण अधिकारी के हस्ताक्षर

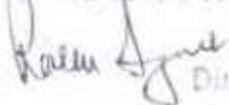
पंकज कुमार सिंह
उप निबंधक: सदर चतुर्थ
वाराणसी
07/09/2024

मनोज कुमार श्रीवास्तव

2661.599 sq.mtr. that shall hereinafter be referred to as "Project Land".

9. The First Party are the absolute owner and in peaceful physical possession of the project land having all rights, titles and interest therein and are fully entitled to deal with it.
10. The First Party are having a nourishing desire to construct a real estate project comprising of housing & commercial units, over the project land in consideration. However, since the present First Party have no experience, proficiency and otherwise busy being unable to present before different authorities or any other concerned officer/s and to perform certain things to facilitate selling/ undertake necessary measures for construction of the proposed multi-storied buildings comprising of independent flat / unit.
11. The Second Party is engaged in the development of real estate projects and possesses requisite expertise/resources in respect of the construction and development of the real estate projects.
12. The First Party have given an offer to the Second Party to develop a housing project over the project land in consonance with the building plans to be sanctioned and approved by the concerned authority/ies in the manner and upon the terms and conditions hereinafter provided.
13. In order to formalize the detailed terms and conditions of the development of project land, the parties are executing this Joint Development Agreement. The First Party represent that they are capable and competent to enter into this development agreement in respect of the project land with the Second Party.
14. The Landowners and the Promoter have decided to collaborate in such a manner so as to derive optimum utility and the Promoter would develop a real estate project comprising of a multi-storied building(s) on the project land in accordance with applicable laws. The Landowners and Promoter shall share the realization of the project in the ratio of 60% (Promoter) & 40% (Landowner) share in this agreement.
15. The Project Land is free from all encumbrances, claims, litigation, disputes, suits, prior agreements and any other contractual or statutory restrictions.

Visionary Realtors Pvt. Ltd.


Director

UMAY ESTATES LLP


Partner



16. There is no order/provisional order of attachment by any authority under applicable laws for the time being in force including but not limited to Income Tax Authorities, Directorate of Enforcement and no notice or notification for acquisition / requisition under any of the statutes of the past or presently in force have been received, served or passed by the concerned authority.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties hereto as follows:

A. DEFINITIONS AND INTERPRETATION

In this Agreement, unless repugnant or contrary to the context or meaning thereof, the following expressions shall have the following meaning:

- i. **"Agreement"** shall mean this development agreement including any schedules or exhibits or annexure attached hereto or incorporated herein by reference and any amendments from time to time as may be mutually agreed to by and between the parties hereto in writing;
- ii. **"Applicable Laws"** means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, by-law, approval, directive, guideline, policy, requirement or other government restriction or any similar form of decision or determination(s) by, or any interpretation or administration of Government of India / Government of Uttar Pradesh or Varanasi Development Authority (VDA) or by any Government Authority(ies) or instrumentality(ies) thereof, as may be in effect on the date of this Development Agreement during the subsistence thereof and shall not include any change in decision of the Authority subsequent to execution of this Development Agreement adversely affecting the right title and interest of the Parties herein.
- iii. **"Commencement Certificate"** means the commencement certificate or the building permit or the construction permit or by whatever name called, issued by the competent authority that allows or permits to go ahead with the

Visionary Realtors Pvt. Ltd.

Rakesh Singh
Director

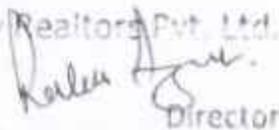
UMAY ESTATES LLP

Umay
Partner

development work on the project land, as per the sanctioned plan.

- iv. **"Encumbrances"** shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, hypothecation or other security interest or security arrangement of any kind; or (ii) any easement or right of way; or (iii) any contractual right of set-off; or (v) any sort of encumbrance which may have the effect of curtailing or impeding the rights of any party to deal with its property or asset peacefully and without restriction;
- v. **"Force Majeure Event"** means any event or circumstance or a combination of events and/or circumstances set out hereunder or consequences thereof that affect or prevent the party claiming to be affected by the Force Majeure event (the "Affected Party"), from performing its obligations in whole or in part under this Joint Development Agreement and on the occurrence of such event or circumstance (a) is beyond the reasonable control and not arising out of the fault of the affected party, (b) could not have been prevented or reasonably overcome by such party with the exercise of reasonable skill and care in relation to the implementation of the project, (c) the affected party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, (d) which do not result from the negligence of such party or the failure of such party to perform its obligations hereunder, (e) which are of an incapacitating nature and of a severe magnitude, (f) has a material adverse effect on the transaction as contemplated between the parties herein, and (g) which prevent, restrict or interfere with the performance of obligations by the affected party under the Agreement such events include:
- a) Acts of God or natural disasters or events beyond the reasonable control of the affected party, which could not have been reasonably anticipated to occur, including but not limited to storm, cyclone, typhoon, hurricane, tsunami, whirlwind, flood, landslide,

Visionary Realtors Pvt. Ltd.


Director



UMAY ESTATES LLP

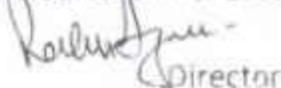

Partner



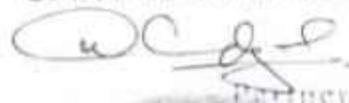
drought, lightning, earthquakes, volcanic eruption, fire or exceptionally adverse weather conditions affecting the site and /or the implementation of the project, and also the operation and maintenance thereof.

- b) An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict or act of foreign enemy, in each case involving or directly or indirectly affecting the site;
- c) Blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or, military action or other civil commotion, act of terrorism or sabotage in each case within the site or near vicinity.
- d) Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide, or political, affecting the site.
- e) Explosion within the site or near vicinity, including nuclear explosion or an explosion resulting from an act of war.
- f) Epidemic/Pandemic famine, other epidemic quarantine or plague, virus outbreak within the country.
- g) Order of the Government of Uttar Pradesh or India to Stop Construction work, curfew/lockdown issued by the government and related orders.
- h) Destruction of infrastructure beyond the control of the affected party thereby, revocation of applicable permits, no objections, consents, licenses, exemptions, etc. granted by Government Authority and/or statutory authority, change in law, action and/or order by Government authority and /or statutory authority, action or act of commission or omission by government Authority.
- i) Any judgment or order by any court of competent jurisdiction or statutory authorities in India against the Second Party or First Party for reasons other than failure of the Second Party or any person

Visionary Realtors Pvt. Ltd.


Director

UMAY ESTATES LLP


Partner

claiming through or under, to comply with the applicable law, applicable permits etc. or on account of breaches thereof or of any contract or enforcement of this development Agreement or exercise of any of its rights under this Development Agreement.

- j) Any event or circumstances of a nature corresponding to any of the above-mentioned events/happenings.
- vi. **vi. "Project"** shall mean a multi storied building(s) consisting of various self-contained separate apartments/flats/shops/offices/units along with all the common areas and facilities, open spaces etc. proposed to be developed on project land;
- vii. **vii. "Project Revenue"** shall mean and include the revenue and proceeds received from the prospective allottee(s)/buyer(s)/occupant(s) against booking/sale of the units constructed on the project land.
- viii. **viii. "Project Land"** shall mean land admeasuring 2661.599 sq. mtrs. lying and situated at Arazi No. 7Ka, 7Kha, 2Ka, 2Kha, 1Ka, 1Kha & 6Mauza-Bhullanpur, Pargana-Dehat, Tehsil-Sadar, District- Varanasi, Uttar Pradesh and is designated for the development of the **"Project"**.
- ix. **ix. "Sanctioned Plan"** shall mean and include the layouts and plans duly approved and sanctioned by competent authority on the basis of which said project is to be developed along with any/all variations/amendments/changes as per the applicable laws;

INTERPRETATION

In this agreement, unless the context requires otherwise:

1. Words importing singular shall include plural and vice versa.
2. Words importing masculine gender shall include feminine and neutral genders; like-wise words importing feminine gender shall include masculine and neutral gender and similarly words importing neutral gender shall include masculine and feminine genders.

Visionary Realtors Pvt. Ltd.

Rakesh Kumar
Director

UMAY ESTATES LLP

[Signature]



3. Reference to the word "include" shall be construed without limitation.
4. Words or phrases used in this Agreement which are not defined may be defined in the context in which they are used, and shall have the respective meaning there designated, unless the context otherwise requires.
5. The Parties hereto have agreed that the recitals recorded hereinabove shall form an integral part of this Agreement as if the same are specifically set out in the operative part of this Agreement.
6. The headings are for ease of reference only and shall not be taken into account in constructing this Agreement.

1. ENGAGEMENT

- 1.1. The First Party hereby agrees to entrust and assign to the Second Party the work and right of development of a real estate project on the project land along with the right to market/book/sale/transfer the units (including common areas and facilities) proposed to be constructed on the terms recorded hereunder;
- 1.2. The Second Party hereby agrees to construct and develop the Project on the project land at its own cost and expenses and in accordance with the applicable laws.

2. COMMENCEMENT

This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof.

3. REPRESENTATIONS AND WARRANTIES:

- Each of the parties represents and warrants to the other that:
- 3.1. It has the power and capacity to execute and deliver this agreement and entering into the transactions contemplated herein.
 - 3.2. This agreement has been duly executed by the parties and upon execution and delivery, will be a legal, valid and binding obligation of such party enforceable in accordance with its terms.
 - 3.3. Each party shall indemnify the other party for loss caused to it due to any misrepresentation by it.

4. FIRST PARTY'S DECLARATION

- 4.1. That the First Party is possessed of and/or otherwise well and sufficiently entitled to the Project Land and have full and absolute right and authority to enter into this Agreement with the Second

Visionary Realtors Pvt. Ltd.

Kalpana Singh
Director

UMAY ESTATES LLP

[Signature]
Partner

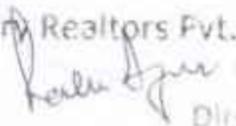
Party and to assign to the Second Party the development rights in respect of the Said Land and project and marketing rights in respect of the units proposed to be constructed.

- 4.2. That the First Party has not created any mortgage, lien, charge, interest or encumbrance over the said land hereby agreed to be developed.
- 4.3. That the First Party shall not create any mortgage, lien, charge, interest or encumbrance over the said land or structures to be constructed thereon.
- 4.4. That the First Party has not agreed, committed, contracted or entered into any agreement for sale or lease or development of the said project land or any part thereof to any person or persons other than the Second Party.
- 4.5. That the First Party shall sign, seal and deliver such documents as may be required by the Second Party for the purpose of undertaking the construction, development and marketing of the Project and/or obtaining the approvals from government departments, licensing, assigning, alienating, or in any other manner dealing with or disposing off the unit(s) and/or structures or facilities or part thereof constructed on the Project Land.
- 4.6. The First Party undertakes to appear and represent, as and when required by the Second Party, before any Governmental Authority, and make necessary commitments and give undertaking (in consultation with the Second Party), as may be required for all the purposes relating to development, construction and marketing of the Project as contained in this Agreement.
- 4.7. The First Party shall always keep Second Party indemnified for any loss caused to it due to defective title on the project land.
- 4.8. The First Party shall not do or cause to be done or have any right to do any act or deed which either renders the Promoter incapable of performing its obligations under the Agreement or increases the burden of the Promoter in performing its obligations under this Agreement, or which adversely affects the Project.

5. SECOND PARTY'S RIGHTS AND OBLIGATIONS

- 5.1. The Second Party shall be entitled without requirement of any further act or deed to enter upon the project land or part thereof to exercise the development rights assigned under this agreement.

Visionary Realtors Pvt. Ltd.

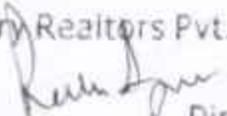

Director

UMAY ESTATES LLP


Director

- 5.2. The Second Party shall use the Project Land only for the purpose of construction, and development of the Project as mutually agreed and approved plan as permitted under applicable laws by Varanasi Development Authority.
- 5.3. The Second Party shall construct and develop the Project on the Project Land at its own cost, expenses and resources in accordance with Applicable Laws.
- 5.4. The Second Party shall obtain all necessary permissions, consents, NOC's, commencement certificates, sanctions etc. towards the proposed development from concerned authorities and shall bear and pay the all costs, charges, premium, expenses for such sanctions, permissions, certificates, dealings, clearances etc.
- 5.5. All out of pocket costs, charges and expenses of and incidental to this Agreement shall be borne and paid by the Second Party alone.
- 5.6. The Second Party shall have the full authority to take necessary decisions permitted under applicable laws in respect of any matter concerning the said development and construction activity without any interference and/or disturbance by the First Party.
- 5.7. The Second Party shall be free to modify, if permitted under applicable laws, the detailed drawings and specifications or make alterations from time to time. The Second Party shall also be entitled to prepare new plans for the development of the project land, under applicable laws, as it deems fit.
- 5.8. The Second Party shall be at liberty to engage the supervisors, managers, architects, engineers, advisors, as may be found necessary. The fees and charges of the said consultants shall be borne and paid by the Second Party. The First Party shall have no objection with the same.
- 5.9. The Second Party shall be entitled to carry out the construction and development work by appointing contractors, sub-contractors, Labor, workmen, Personnel-skilled and unskilled etc. The workmen appointed by the Second Party shall not be construed as the employees of or being in the service of the First Party and the First Party shall not be liable in this regard.
- 5.10. The Second Party shall be entitled to remain in possession of the Project land or part thereof till completion of the project, after

Visionary Realtors Pvt. Ltd.


Director

UMAY ESTATES LLP


Partner



completion of project the 2nd party shall be entitled for his part of share only as mentioned in clause 6.3.

- 5.11. The Second Party shall be free to erect sign board(s) on the project Land or any part thereof, issue advertisements for marketing of the whole or part of the Project, including Units, and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective buyer/s, publish communication, issue any press release or other announcement and otherwise market the Project in any manner at any time after execution of this Agreement, complying with the provisions of The Real Estate (Regulation and Development) Act, 2016 without requiring any consent from the First Party and shall be entitled to take all decisions relating to exercise of the marketing rights assigned under this agreement. The Second Party reserves the exclusive right to promote, market, and publicize the project, whether through digital channels, print advertisements, or any media platforms. Any promotion, marketing, or publicity by any other party including 1st party, without the written consent of the Second Party, will not be allowed.
- 5.12. The Second Party shall be at liberty to enter into agreement with prospective buyers(s) for sale of the Units and with "Association of Allottees" for handing over the common area, together with all rights, title and interest therein and thereto or any part thereof for such consideration, as determined by the Second Party, and on such terms and condition, as may be agreed, by and between the Second Party and the prospective buyer(s).
- 5.13. The Second Party shall be entitled to accept and receive the booking amounts, advance, earnest money, installments and final consideration of the entire area developed in the project and issue receipts to intending buyer(s) and deposit the same into designated account(s) as opened under the provisions of RERA, 2016. The Second Party shall enjoy full, free, uninterrupted, exclusive and irrevocable marketing of the units constructed over the project land or part thereof, and enter into agreements with such transferee(s) as it deems fit and receive the full and complete proceeds in its own name and give effectual receipts and handover

Visionary Realtors Pvt. Ltd.


Director



UMAY ESTATES LLP


Director



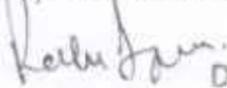
possession/use/occupation of the premises to be constructed over the project land or any part thereof without creating any liability on the First Party.

- 5.14. The Second Party shall not have any ownership rights in the project land. However, the Second Party shall have rights and interests in the structures developed/to be developed over project Land as the Second Party is developing, constructing and marketing the Project thereon at its own cost and expense.
- 5.15. The Second Party shall provide all information and documents, as may be required by 1st Party, relating to the Project to ensure that the Project is being developed and constructed in compliance with Applicable Laws and the Second Party is performing its obligations under this Agreement.
- 5.16. For the purposes of compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under, the Second Party shall be treated as the Promoter of the Project and shall be solely liable to perform all functions and duties of the promoter. The second party shall be responsible for all the compliances related to the RERA Act including but not limited to with respect to opening and maintaining the bank accounts as per section 4(2)(l)(d)(D), registration including extension of the project as per section 3 to 6, enabling formation of association of allottees as per section 11, Transfer encumbrance free and peaceful title of the unit to allottee along with the undivided proportionate title in the common areas to the association of the allottees as per section 17 of RERA 2016 and any other obligation and duties casted on the second party as a Promoter under the Act. The Second party hereby authorized by the first party to execute and register conveyance deeds in favour of buyers of its share after completion of the project.
- 5.17. Except as otherwise agreed in this Agreement, the Second Party shall not do or cause to be done any act, deed or thing which may result into imposition of any kind of Claims or liability, financial or otherwise, on the First Party.

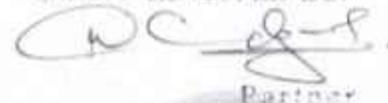
6. ALLOCATION OF REVENUE AND BANKING MECHANISM

- 6.1. The substance of this agreement is that the Landowner shall remain the owner of the Project land and the Promoter shall

Visionary Realtors Pvt. Ltd.

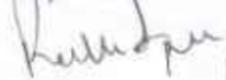

Director

UMAY ESTATES LLP


Partner

- remain the owner of the development upon the Project land and the Landowner and the Promoter are collaborating with each other in such a manner that they together dispose of their respective rights.
- 6.2. The Parties hereby agree that the First Party shall be entitled to receive the entirety of the proceeds derived from forty percent (40%) of the project units, hereinafter referred to as the "Land Owner's Allocation." Likewise, the Second Party shall be entitled to receive the entirety of the proceeds derived from the remaining sixty percent (60%) of the project units, hereinafter referred to as the "Developer's Allocation."
- 6.3. The first party shall be entitled to receive its share as per the Annexure provided herewith this agreement which is in accordance to mutual agreement between both the parties.
- 6.4. The amount of Landowner's allocation shall be considered to be the consideration for transfer of proportion rights in the project land by the Land Owner in favor of the buyer(s) of the units in the project. Similarly, the amount of Developer's allocation shall be considered to be the consideration for transferring the proportionate rights in the development upon the project land by the Developer in favor of buyer(s) of the units in the project. This is hereby clarified that no units/buildup area has been transferred to the first party by the second party only the amount realized from it shall be transferred on certain intervals as decided mutually.
- 6.5. All the saleable area in the project shall be disposed of by executing tripartite sale deed between one person authorized by the Land Owner, Developer and the prospective purchasers, whereby the Landowner shall transfer its proportionate rights in the project land in favor of the prospective purchaser and Developer shall transfer its proportionate rights in respect of the development over the project land in favor of the prospective purchaser. It is further clarified that as per clause 9.7, developer has exclusive power to execute and registered the sale deed in favor of buyers on behalf of landowner(s).
- 6.6. Banking Mechanism-The deposit and withdrawal of money from the bank account will be subject to the provisions of the RERA,

Visionary Realtors Pvt. Ltd.


Director

UMAY ESTATES LLP


Partner

2016. The Second Party shall deal with the revenues generated from the Project in the following manner:

- 6.6.1. All revenues arising out of the Project shall be deposited into a bank account opened as a collection account by the Second Party in relation to the said Project.
- 6.6.2. This account shall be free from all encumbrances, lien, loan and control of any third party i.e. lender/bank/financial institution.
- 6.6.3. 70% of the Project Revenue deposited into collection account shall be transferred to the RERA Designated Account and shall only be utilized strictly in compliance with the provisions of the Real Estate (Development and Regulation) Act, 2016 and rules and regulations issued there under, from time to time.
- 6.6.4. 30% of the project revenue deposited in project collection account shall be transferred to project expense/transaction account.
- 6.6.5. That to comply the provisions of RERA, Landowner is required to deposit its share of sale proceeds in collection account of developer, from where the developer will transfer the complete sale proceeds to the landowner account on certain intervals as decided mutually.

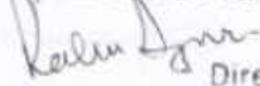
7. TITLE DOCUMENTS OF THE PROJECT LAND

For the sake of abundant caution, it is clarified that the original conveyance deed and document related to in respect of the Project Land shall be kept in the custody of the Second Party.

8. FINANCING FOR DEVELOPMENT OF THE PROJECT

- 8.1. The Second Party shall have the right to borrow funds for the proposed development and construction from any bank or financial institution and shall be entitled to create mortgages/charges/encumbrances of any nature whatsoever on the project land or any part thereof or the buildings, structures and fittings constructed thereon. The First Party grants its irrevocable permission for the same and First Party shall cooperate and sign all relevant documents, memorandum and agreements for creation of such mortgage/charge/encumbrance etc.
- 8.2. The Second Party shall be solely responsible for arranging finances for the development, construction and marketing of the Project and

Visionary Realtors Pvt. Ltd.


Director

UMAY ESTATES LLP


Partner



fund(s)/loan(s) so raised by the Second Party shall be repaid by the Second Party only and the Second Party shall bear and pay all costs, charges and expenses including any interest on the borrowed funds. The First Party shall not be responsible for the aforesaid loan amount including all costs, charges and interest.

9. Authorization

The First Party authorizes and constitute the Second Party (including any person nominated and authorized by the Second Party) as deputy, on a sole, exclusive and irrevocable basis to undertake such actions as will be required by Second Party, for and on behalf of the First Party to construct, develop, market and the Project developed over the Project Land, including but not limited to:

- 9.1. Submit applications to various governmental authorities, including the State Government, Government of India and their relevant ministries and departments and concerned private utilities for obtaining any and all approvals, orders, certificates, permissions, extensions, modifications, clearances and sanctions required in connection with full, free and uninterrupted development, construction and completion of the Project, including occupancy certificate and completion certificate and for obtaining water, sewer, electricity connection, or any other service /utilities in relation to the Project;
- 9.2. Develop the Project in accordance with the Applicable Laws and Sanctioned Plan, by making construction/additions/alteration on the Project Land, after seeking permission from the concerned governmental authority in this regard;
- 9.3. Appear and represent the First Party before all governmental authorities, make commitments and give undertaking, as may be required for all or any of the purpose relating to development, construction and marketing of the Project as contained in the Agreement;
- 9.4. Make applications for and on behalf of the First Party and appear and represent the First Party before all governmental authorities, make commitments and give undertaking, as may be required for procurement of Purchasable FAR and do all things as the Second Party may deem necessary to procure such Purchasable FAR;

Visionary Realtors Pvt. Ltd.

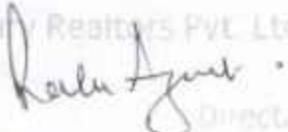
Kalu Aggarwal

UMAY ESTATES LLP

Umay Estates LLP



- 9.5. Accept notice, service of papers and appear before any court, tribunal, postal and/or other government authorities and/or person in respect or in connection with the Project;
- 9.6. Depose in any court of law or before any government authority, on behalf of and in the name of the First Party in any matter concerning the Project;
- 9.7. For conveying the project, units or any part thereof, sign, execute and deliver all agreements, deeds, documents and papers for and on behalf of the Second Party shall be entitled to do all the act, deed conveyance whatsoever till the extent of its share of the project.
- 9.8. To receive any registered letters or any other documents in respect of the Project, including Units and to grant proper and effectual receipts in respect thereof;
- 9.9. Without prejudice to the above Clause, it is expressly agreed and understood by the First Party that in the event any governmental authority requires any act, thing, to be done or performed on part of the First Party for the purpose of giving effect to the transaction contemplated herein or for the development, construction and completion of the Project of the Units to the Allottees, despite the First Party having constituted the Second Party as its Attorney, the First Party shall promptly provide any and all assistance, co-operation, support and presence as may be requested by the Second Party in regard to the aforesaid, including execution of any agreement/deed/document etc. but not agreement to sale. and sale
- 9.10. To determine, negotiate, finalize and modify the terms & conditions of the booking and allotment of the units in the project including the terms related to the consequences of delay, levy of interest, interest rates on delay of payment by the prospective buyer(s), waiving off such interest, cancellation of booking, re-allotment of units/built up areas/units in the project and to

Visionary Realtors Pvt. Ltd.

Director

UMAY ESTATES LLP

Partner

initiate and defend any legal proceedings against and by the buyer(s) in the project, at Developer sole discretion and without any interference from the Landowner or any person claiming under the authority of the Landowner. To accept any/all advances/monies/consideration and other payments in respect of the units in the project on such terms and for such consideration as the Developer may think fit and proper and to do all things necessary in relation thereto.

- 9.11. To do all other acts, deeds and things that is incidental or ancillary to or necessary in respect of the above mentioned in accordance with this agreement.
- 9.12. The said power delegated & conformed to second party by the first party is irrevocable.
- 9.13. It is hereby clarified that the Second Party is responsible only for the completion of the project and not for selling the First Party's share in its entirety. The Second Party will not be held responsible if the First Party's share cannot be sold. Furthermore, if the sale consideration for the First Party's portion is not realized, the Second Party shall not be held at fault.
- 9.14. It is further clarified that the authorization granted to the second party under this agreement to execute conveyance deed in favour of Customers in respect of its share is strictly limited to the second parties share only

10. PROJECT COMPLETION TIMELINES

- 10.1. That the Second Party shall make its best endeavor to complete the project within 5 years subject to force majeure, from the date of Registration of the Project with Uttar Pradesh Real Estate Regulatory Authority under the provisions of RERA, 2016. For any delay, the parties may mutually decide to extend the time period for completion of project.
- 10.2. If either of the Parties is impeded in fulfilling its obligations in accordance with this Agreement due to Force Majeure conditions/events as specified in this agreement, the period of Force Majeure events shall not be considered in calculation of period for any compliance mentioned in this agreement and the

Vishayam Builders Pvt. Ltd.

Handwritten signature

URVAY ESTATES LLP

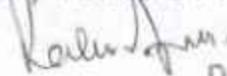
Handwritten signature

Parties shall be exempted from all such liabilities for delays due to such reasons.

11. INDEMNITY

- 11.1. Each of the Parties agree to indemnify, defend and hold harmless the other Party from and against any and all losses, damages, expenses, claims etc. suffered or incurred or which may be incurred by such Party arising at any time and in any manner whatsoever, including:
- 11.2. Any misrepresentation in, any matter inconsistent with, inaccuracy in, or breach of any representation or warranties made by the other Party; or
- 11.3. Any breach or non-performance (in whole or in part) by such Party of terms and conditions of this agreement.
- 11.4. The First Party shall keep the Second Party harmless and indemnified against all claims and expenses and shall be liable for all the damages, losses and costs sustained by the Second Party on account of any defect in the title of the said land or any part thereof.
- 11.5. In the event of (i) non commencement and/or delay in the commencement of the Project and/or any delay/hindrance in construction and development of project on account of dispute, litigation, proceedings of attachment, defect in respect of title of the Project Land or any reason(s) attributable to the First Party, or (ii) court stay on the development of the Project upon the project Land due to the reason of defects in title or due to any reason related and incidental to the First Party, the First Party shall resolve such dispute/litigation and/or get the court stay/attachment/defect removed at its own cost and the timelines for completion of the project(s) shall be deemed to be extended to the extent of the period of such dispute, litigation, proceedings of attachment, attachment, defect, court stay etc. The losses caused to the Second Party due to such resolution of dispute/litigation and/or removal of court stay/attachment shall be borne and/or paid by the First Party.
- 11.6. The First Party shall not commit any act, deed or omission that may have the effect of cancelling or revoking this agreement or the Power granted executed pursuant to this Agreement, or in any

Visionary Realtors Pvt. Ltd.


Director



UMAY ESTATES LLP


Partner



manner prejudicing or affecting the power/authority vested in the Second Party pursuant to such Power of Attorney of interrupt the progress or completion of the development of the Project.

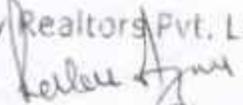
- 11.7. The Second Party shall keep the First Party harmless and indemnified against all claims and expenses and shall be liable for all the damages, losses and costs sustained by the First Party due to any non-observance or any act of omission or commission by the Second Party resulting into violation of the applicable laws in the construction and development of the Project.
- 11.8. The indemnification rights of a Party under this Agreement are independent of, and in addition to, such other rights and remedies as a Party may have at law or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

12. TAXES

- 12.1. The Promoter and Landowners shall be separately responsible/liable for any type of future tax, charges, rates, rents, cess, stamp duty, all direct and indirect taxation liability like Income Tax, GST or any other tax, etc. in respect of their revenue shares. If the Landowners are not able to pay any such amounts as specified above, upon his shares to the concerned Authority or Promoter as the case may be and same if paid by the "Promoter" then payment of all such dues including GST, stamp-duty, any other charges etc. shall be adjusted with any future payment towards Revenue.
- 12.2. The promoter as well as landowner shall be liable to pay GST as per applicable rates on their respective share of units as mentioned in para 6.2 to the concerned authority. If in any case landowner is unable to pay its share of GST, then the sole responsibility towards any liability shall be on landowner only..

13. COMMON RESTRICTIONS

- 13.1. Neither Party shall use or permit to use the unit(s) or any portion of the Project for carrying on any obnoxious illegal and immoral trade or activity, nor use thereof for any purpose which may cause any nuisance or hazards to the other occupiers of the Project.
- 13.2. Both Parties shall abide by all laws, bye-laws, rules and regulations of the government, local bodies as the case may be and shall attend to answer and be responsible for any deviation,

Visionary Realtors Pvt. Ltd.

 Director

UMAY ESTATES LLP


 Partner



violation and/or breach of any of the said laws, bye-Laws, rules and regulations.

- 13.3. No amendments to this Agreement shall be effective unless they are in writing and signed by both the parties.
- 13.4. The First Party is purchasing adjacent lands surrounding the "Project Land" for the purpose of future expansion of the current project. The planned expansion may involve the use of common areas, including roads, ingress and egress and other shared facilities within the Project Land. The Second Party agrees not to obstruct, interfere with, or assert any rights over the common areas or shared facilities, including ingress and egress routes, based solely on the provisions of this agreement. In the event that any damage or harm is caused to the Project Land, common areas, during project expansion activities, the First Party shall promptly rectify such damage to the satisfaction of the Second Party.

14. GENERAL

- 14.1. This Agreement comprises of the entire understanding between the Parties and supersedes all prior oral discussions or writing and agreements in relation to the subject matter hereof, except as otherwise expressly provided herein.
- 14.2. The First Party and the Second Party have entered into this Agreement and/or power authorization purely as a development contract and nothing contained herein shall be deemed to construe a partnership between the parties or a demise, sale, or assignment or conveyance in law by the First Party, of the said Land or any part thereof to the Second Party.
- 14.3. Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 14.4. The First Party shall deliver vacant and peaceful physical possession of the said Land to the Second Party as per the terms and conditions contained in this Agreement.
- 14.5. In case Second party goes for Purchasable FAR then both parties will share the cost to procure such Purchasable FAR in 40:60 ratio

Visionary Realtors Pvt. Ltd.

Harish Agrew
Director

UMAY ESTATES LI

[Signature]
PARTY 2



and accordingly the additional units shall be shared in the same manner as mentioned in clause 6.2.

- 14.6. It is hereby expressly agreed that if there is any claim, demand, tax liabilities or any other court order whatsoever against the First Party, the work of development and/or completion of the said project shall not at any time be stopped, prevented, obstructed or delayed in any manner by the First Party.
- 14.7. All expenses on account of preparation of the Agreement including the cost of stamp duty and registration fees payable hereon shall be borne and paid by the Second Party.
- 14.8. If any provision of this Agreement is invalid, unenforceable or prohibited by any Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 14.9. All the terms and conditions of this Agreement shall be applicable/binding to/on all the legal heirs, Legal representatives, agents, attorneys of both the Parties. The parties and their respective legal heirs shall sign and execute such documents, agreements, power of attorney's, NOC's, affidavits, etc. as may be required to give effect to the transaction contemplated under this Agreement, as and when required and to fulfill their respective obligations and also to protect the rights and interest of the other party under this Agreement.
- 14.10. The Parties agree and acknowledge that the provisions of this Agreement are reasonable and are in accordance with the discussion between the Parties pertaining to the subject matter hereof.
- 14.11. This agreement may be amended, modified or supplemented only by way of written instrument executed by each of the parties. No waiver of any of the provisions of this agreement shall be effective unless set forth in writing by each of the parties to this agreement.
- 14.12. No rights or liabilities under this agreement shall be assigned by any of the parties without prior written consent of the other party.
- 14.13. The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign

Visionary Realtors Pvt. Ltd.

[Signature]
Director



UMAY ESTATES LI.

[Signature]
Partner



and execute this document on behalf of the Parties for whom they are signing.

- 14.14. The name of the proposed project shall be decided by the Promoter.
- 14.15. The appointment of vendors, material suppliers, Contractors, Sub-contractors etc. shall be exclusively within the purview of the Second Party (Builder). The First Party shall not interfere in this process, and any such interference will not be permitted. Further any interference in day-to-day activities of construction and administration by 1st party shall not be tolerated. If 1st party has any concerns w.r.t quality of construction and other administrative work, he shall communicate the same to second party, and 2nd party shall resolve the issue within reasonable time.

15. NOTICE

- 15.1. Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be sent by email, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated in the array of the Parties or any other address subsequently notified to the other Party for the purposes of this Agreement.
- 15.2. Any notice, approval, instruction or other communication shall be deemed to be effective in the case of personal delivery at the time of delivery and in case of delivery by courier or registered post after a period of 5 days from the date of dispatch and in the case of email immediately after receipt of a transmission report confirming delivery.
- 15.3. Notices to the parties shall be addressed as follows:

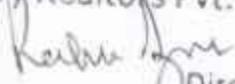
To the First Party: Address B 26/118, Shop no. 220 Karpatri building Durgakund, Varanasi U.P.-221010 and Email Id rakeshvijayca@rediffmail.com.

To the Second Party:

Email id: estates@umay.in

Address: B27/92-5A, JawaharNagar, Bhelupur, Varanasi, UP-221005.

Visionary Realtors Pvt. Ltd.


Director



UMAY ESTATES LTD.


Partner



- 15.4. If in future there are any changes in the address mentioned hereinabove, either party has to inform to other party about the changes within seven days of such change.
- 15.5. The authorized person Mr. Rakesh Agrawal (Director) who is signing this agreement on behalf of the first party is the only individual authorized to handle all future matters related to this agreement till the completion of project.

16. ARBITRATION AND JURISDICTION

16.1. In case of any dispute and differences between the parties regarding interpretation of any of the terms and conditions, covenants, stipulated in this agreement, purport and implication of any of the covenants hereunder contained, the rights, powers, privileges and entitlements of the parties or any other incidental or ancillary disputes emanating from this agreement, the same shall be mutually resolved between the parties. If the parties fail to amicably resolve the differences, the dispute may be referred to an Arbitrator to be appointed by both the parties mutually. In the event, the parties fail to arrive at such mutual consensus, the parties shall have the right to make necessary application under section 11(6) of the Arbitration and conciliation Act, 1996 before the Hon'ble High court of Allahabad and the decision of the Arbitrator shall be final and binding. The Civil Court, Varanasi shall have exclusive jurisdiction to entertain and try any suit, action or proceeding arising out of any dispute whatsoever between the parties. The language of the arbitration and the award shall be English.

16.2. The Parties irrevocably submit to the exclusive jurisdiction of the courts at Varanasi.

17. TERMINATION

None of the Parties shall be entitled to terminate this Agreement, unilaterally, as a substantial investment is being made by the Parties for the purpose of the Project. This Agreement is terminated by mutual consent of the Parties.

Visionary Realtors Pvt. Ltd.

Rakesh Agrawal
Director



UMAY ESTATES LLP

Umay Estates LLP
Partner



Upon termination of this agreement all or any rights provided herein to the parties and/or under the Power of attorney(s) executed with respect hereto shall stand revoked/cancelled.

That the Developer & land owner are Indian citizens and do not belong to SC./ST.

The property is situated not on specified road OR Marked Road away from more than 100 meters from any specified road, it is situated at Pitch Road from Bhullanpur to B.L.W. Marg & no commercial activities runs within 300 meters radius. The land is not effected by section 10(3) & 10(5) of land equation act 1976 .

IN WITNESS WHEREOF the parties hereto have executed this Agreement in 2 sets each in English Language (each constituting an original) the day and year **first hereinabove written**.

SCHEDULE -1

That total land area 2661.599 sq.mtr. bearing Plot No. 1Ka, 1Kha, 2Ka, 2Kha, 7Ka, 7Kha, and 6 situated at Mauza - Bhullanpur, Pargana Dehat Amanat, Distt. Varanasi, Uttar Pradesh, this builder Agreement is executed on land area total admeasuring 2661.599 sq. mtr., bounded as below:

NORTH - Kesharipur Border

SOUTH - Rohania BLW Road

EAST - Land of Sanjeev Singh, Rameshwar & others.

WEST - Land of Urmila Devi

For better understanding a **SITE PLAN**, showing the said Land along with its dimensions is annexed hereto which shall form an integral part of this Agreement.

Visionary Realtors Pvt. Ltd.

Rakesh Singh
Director



UMAY ESTATES LLP

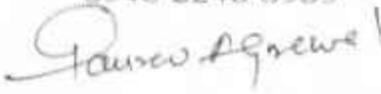
[Signature]
Partner



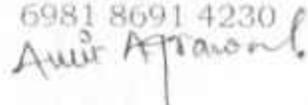
CALCULATIONS

Area of the property 2661.599 sq mtr circle rate 18000/- per sq.mtr., according to the Government GPO issued by DM Varanasi notification no. 105/Mu.Ni.Li. Varanasi/2002 dated 05-05-2022 an additional 30% rebate in circle rate is provided when the area exceeds 2000 sq meter, i.e. $(18000 - 5400/-) = 12600/-$ therefore; $2661.599 \times 12600 = 3,35,36,147.4$ i.e. 3,35,37,000/-. Therefore stamp @7% i.e. 23,48,000/- through E-Stamp no. IN-UP76035239909587W dated 07-09-2024 is being paid accordingly.

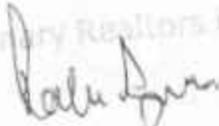
In the presence of Witnesses:

1. Name : Gaurav Agrawal
 Father's Name: Gopal Narayan Agrawal
 Address : K 29/39, Kapileshwar Gali, Ganesh
 Dixit Lane, Varanasi-221001
 Mobile : 9918982111 Occ. : Business
 Aadhar : 6943 2245 6939
 Signature : 



2. Name : Amit Agrawal
 Father's Name: Anand Kumar Agrawal
 Address : B. 38/55 Flat no. S A 105,
 10th floor Royal Residency
 Apartment, Mahmoorganj,
 Aitha, Varanasi-221010
 Mobile : 9919306750 Occ. : Business
 Aadhar : 6981 8691 4230
 Signature : 



Visigrahy Realtors Pvt. Ltd.

 Director

UMAY ESTATE

 Partner

Drafted by: K.K. Srivastava
Advocate
Collectrate Court, Varanasi

Typed by: R
Rishendra Computer's
Kachahari, Varanasi.

Visionary Realtors Pvt. Ltd.
K.K. Srivastava
Director



UMAY ESTATES LLP
W.C. Singh
Partner



Annexure

UMABLOSSOMS-SALEAREA							
40%SHAREFORLANDLORD							
60%SHAREFORDEVELOPER							
1st FLOOR							
S.No.	UNITTYPE	UNITS/ FLOOR	COVEREDAREA(IN SQM.)	BALCONYAREA (INSQM.)	SUPERAREA/UNIT		FLATINVENTORY
					IN SQM.	IN SQ.FT.	
1	3BHK+ 2T (TYPE05)	1	77.06	2.71	103.36	1112.57	101
2	3BHK+ 2T (TYPE06)	1	79.7	2.70	106.79	1149.49	102
3	2BHK+ 2T (TYPE03)	1	67.41	6.75	94.92	1021.72	103
4	2BHK+ 2T (TYPE04)	1	64.50	5.58	90.48	973.93	104
5	3BHK+ 3T (TYPE07)	1	118.6	-	156.08	1680.05	105
6	3BHK+ 3T (TYPE08)	1	112.81	-	147.22	1584.68	106
		6			698.85	7522.42	
2ND FLOOR							
S.No.	UNITTYPE	UNITS/ FLOOR	COVEREDAREA(IN SQM.)	BALCONYAREA (INSQM.)	SUPERAREA/UNIT		FLATINVENTORY
					IN SQM.	IN SQ.FT.	
1	3BHK+ 2T (TYPE02)	1	79.78	22.30	119.73	1288.77	201
2	3BHK+ 2T (TYPE02)	1	81.05	17.41	117.21	1476.93	202
3	2BHK+ 2T (TYPE01)	1	68.9	17.22	101.62	1093.84	203
4	2BHK+ 2T (TYPE02)	1	66.08	16.07	97.00	1044.11	204
5	3BHK+ 3T (TYPE03)	1	123.1	39.59	190.65	2052.16	205
6	3BHK+ 3T (TYPE04)	1	115.68	43.5	185.64	1998.23	206
		6			831.85	8954.03	
3RD FLOOR							
S.No.	UNITTYPE	UNITS/ FLOOR	COVEREDAREA(IN SQM.)	BALCONYAREA (INSQM.)	SUPERAREA/UNIT		FLATINVENTORY
					IN SQM.	IN SQ.FT.	
1	3BHK+ 2T (TYPE02)	1	79.78	22.30	119.73	1288.77	301
2	3BHK+ 2T (TYPE02)	1	81.05	17.41	117.21	1476.93	302
3	2BHK+ 2T (TYPE01)	1	68.9	17.22	101.62	1093.84	303
4	2BHK+ 2T (TYPE02)	1	66.08	16.07	97.00	1044.11	304
5	3BHK+ 3T (TYPE03)	1	123.1	39.59	190.65	2052.16	305
6	3BHK+ 3T (TYPE04)	1	115.68	43.5	185.64	1998.23	306
		6			831.85	8954.03	

Visionary Realtors Pvt. Ltd.
Reshmi Jambh
 Director

UMAY ESTATES LLP

Umay
 Partner

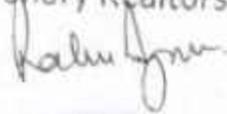
Annexure

4TH FLOOR							
S.No.	UNITTYPE	UNITS/ FLOOR	COVEREDAREA(IN SQM.)	BALCONYAR EA (IN SQM.)	SUPERAREA/UNIT		FLATINVENTORY
					IN SQM.	IN SQ.FT.	
1	3BHK+ 2T (TYPE01)	1	79.78	22.30	119.73	1288.77	401
2	3BHK+ 2T (TYPE02)	1	81.05	37.41	137.21	1476.93	402
3	2BHK+ 2T (TYPE03)	1	68.9	17.22	101.62	1093.84	403
4	2BHK+ 2T (TYPE04)	1	66.08	16.07	97.00	1044.11	404
5	3BHK+ 3T (TYPE05)	1	123.1	39.59	190.65	2052.16	405
6	3BHK+ 3T (TYPE06)	1	115.68	43.5	185.64	1998.23	406
		6			831.85	8954.03	

5TH FLOOR							
S.No.	UNITTYPE	UNITS/ FLOOR	COVEREDAREA(IN SQM.)	BALCONYAR EA (IN SQM.)	SUPERAREA/UNIT		FLATINVENTORY
					IN SQM.	IN SQ.FT.	
1	3BHK+ 2T (TYPE01)	1	79.78	22.30	119.73	1288.77	501
2	3BHK+ 2T (TYPE02)	1	81.05	37.41	137.21	1476.93	502
3	2BHK+ 2T (TYPE03)	1	68.9	17.22	101.62	1093.84	503
4	2BHK+ 2T (TYPE04)	1	66.08	16.07	97.00	1044.11	504
5	3BHK+ 3T (TYPE05)	1	123.1	39.59	190.65	2052.16	505
6	3BHK+ 3T (TYPE06)	1	115.68	43.5	185.64	1998.23	506
		6			831.85	8954.03	

6TH FLOOR							
S.No.	UNITTYPE	UNITS/ FLOOR	COVEREDAREA(IN SQM.)	BALCONYAR EA (IN SQM.)	SUPERAREA/UNIT		FLATINVENTORY
					IN SQM.	IN SQ.FT.	
1	3BHK+ 2T (TYPE01)	1	79.78	22.30	119.73	1288.77	601
2	3BHK+ 2T (TYPE02)	1	81.05	37.41	137.21	1476.93	602
3	2BHK+ 2T (TYPE03)	1	68.9	17.22	101.62	1093.84	603
4	2BHK+ 2T (TYPE04)	1	66.08	16.07	97.00	1044.11	604
5	3BHK+ 3T (TYPE05)	1	123.1	39.59	190.65	2052.16	605
6	3BHK+ 3T (TYPE06)	1	115.68	43.5	185.64	1998.23	606
		6			831.85	8954.03	

Visionary Realtors Pvt. Ltd.



Director



UMAY ESTATES LLP



Partner

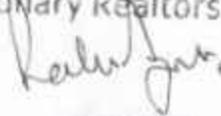


Annexure

7TH FLOOR							
S.No.	UNIT TYPE	UNITS/ FLOOR	COVERED AREA (IN SQM.)	BALCONY AREA (IN SQM.)	SUPERAREA/UNIT		FLAT INVENTORY
					IN SQM.	IN SQ.FT.	
1	3BHK+ 2T (TYPE02)	1	79.78	22.30	119.73	1288.77	701
2	3BHK+ 2T (TYPE02)	1	81.05	37.41	137.21	1476.93	702
3	2BHK+ 2T (TYPE03)	1	68.9	17.22	101.62	1081.84	703
4	2BHK+ 2T (TYPE02)	1	66.08	16.07	97.00	1044.11	704
5	3BHK+ 3T (TYPE03)	1	123.1	39.59	190.65	2052.16	705
6	3BHK+ 3T (TYPE04)	1	115.68	41.5	185.64	1998.23	706
		6			831.85	8954.03	

8TH FLOOR							
S.No.	UNIT TYPE	UNITS/ FLOOR	COVERED AREA (IN SQM.)	BALCONY AREA (IN SQM.)	SUPERAREA/UNIT		FLAT INVENTORY
					IN SQM.	IN SQ.FT.	
1	3BHK+ 2T (TYPE02)	1	79.78	22.30	119.73	1288.77	801
2	3BHK+ 2T (TYPE02)	1	81.05	37.41	137.21	1476.93	802
3	2BHK+ 2T (TYPE03)	1	68.9	17.22	101.62	1081.84	803
4	2BHK+ 2T (TYPE02)	1	66.08	16.07	97.00	1044.11	804
5	3BHK+ 3T (TYPE03)	1	123.1	39.59	190.65	2052.16	805
6	3BHK+ 3T (TYPE04)	1	115.68	41.5	185.64	1998.23	806
		6			831.85	8954.03	

Visionary Realtors Pvt. Ltd.



Director



UMAY ESTATES LLP



Partner



9th FLOOR							
S.No.	UNITTYPE	UNITS/ FLOOR	COVEREDAREA(IN SQM.)	BALCONYAREA (IN SQM.)	SUPERAREA/UNIT		FLATINVENTORY
					IN SQM.	IN SQ.FT.	
1	2BHK+ 2T (TYPE00)	1	105.53	54.90	130.17	2079.28	901
2	3BHK+ 2T (TYPE20)	1	99.42	55.04	185.36	1995.22	902
3	2BHK+ 2T (TYPE00)	1	79.23	40.44	144.01	1550.34	903
4	2BHK+ 2T (TYPE00)	1	74.75	38.14	136.00	1463.90	904
		4			658.58	7088.74	

10th FLOOR							
S.No.	UNITTYPE	UNITS/ FLOOR	COVEREDAREA(IN SQM.)	BALCONYAREA (IN SQM.)	SUPERAREA/UNIT		FLATINVENTORY
					IN SQM.	IN SQ.FT.	
1	3BHK+ 2T (TYPE11)	1	205.53	46.53	184.06	1981.22	1001
2	3BHK+ 2T (TYPE11)	1	99.42	44.89	176.39	1888.66	1002
3	2BHK+ 2T (TYPE00)	1	75.13	38.1	140.98	1517.51	1003
4	2BHK+ 2T (TYPE00)	1	74.75	31.82	130.63	1406.10	1004
		4			632.06	6803.49	

1	TOTAL SALEABLE AREA OF PROJECT	=	7812.42 SQM.	(84092.88 SQFT.)
---	--------------------------------	---	--------------	------------------

2	TOTAL NO. OF FLATS	=	56
---	--------------------	---	----

S.NO.		TOTAL NO. OF FLATS
(i)	40% SHARE FOR LANDLORD	21
(ii)	60% SHARE FOR DEVELOPER	35

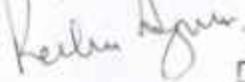
3	TOTAL PROPOSED F.A.R. AREA OF PROJECT=5597.83SQM.(60264.43SQFT.)
---	--

S.NO.	SHARE	(IN SQM.)	(IN SQFT.)
(i)	40% SHARE OF F.A.R. FOR LANDLORD	2238.81	24098.57
(ii)	60% SHARE OF F.A.R. FOR DEVELOPER	3358.22	36147.86

4	TOTAL SALEABLE AREA OF PROJECT=7812.42SQM.(84092.88SQFT.)
---	---

S.NO.	SHARE	ACTUAL SHARE OF SALEABLE AREA		PROVIDED SHARE OF SALEABLE AREA		EXTRA SHARE LOADING AREA	
		(IN SQM.)	(IN SQFT.)	(IN SQM.)	(IN SQFT.)	(IN SQM.)	(IN SQFT.)
(i)	40% SHARE OF SALEABLE AREA FOR LANDLORD	3124.97	33637.16	3114.90	33528.78	-10.07	-108.37
(ii)	60% SHARE OF SALEABLE AREA FOR DEVELOPER	4687.45	50455.73	4697.52	50564.11	10.07	108.37

Visionary Realtors Pvt. Ltd.



Director

UMAY ESTATES LLP



Partner

PHOTO OF PROPERTY

SUB-REGISTRAR, SADAR VARANASI



1. FIRST PARTY:- M/s. Visionary Realtors Pvt. Ltd. represented by its director, _Mr. Rakesh Agrawal,
2. SECOND PARTY:- M/s. Umay Estates LLP through its designated Partner Mr. Dheeraj Agarwal
3. NATURE OF WAY:- **Rohania BLW Road**

SCHEDULE OF PROPERTY:

That total land area 2661.599 sq.mtr. bearing Plot No. 1Ka, 1Kha, 2Ka, 2Kha, 7Ka, 7Kha, and 6 situated at Mauza – Bhullanpur, Pargana Dehat Amanat, Distt. Varanasi, Uttar Pradesh, this builder Agreement is executed on land area total admeasuring 2661.599 sq. mtr. BOUNDED AS BELOW:-

NORTH –Kesharipur Border

SOUTH – Rohania BLW Road

EAST – Land of Sanjeev Singh, Rameshwar & othrs.

WEST – Land of Urmila Devi

Visionary Realtors Pvt. Ltd.

Rakesh Agrawal
Director



UMAY ESTATES LLP

Dheeraj Agarwal
Partner



नक्शा नजरी

That total land area 2661.599 sq.mtr. bearing Plot No. 1Ka, 1Kha, 2Ka, 2Kha, 7Ka, 7Kha, and 6 situated at Mauza Bhullanpur, Pargana Dehat Amanat, Distt. Varanasi, Uttar Pradesh, this builder Agreement is executed on land area total admeasuring 2661.599 sq. mtr.



Kesharipur Border

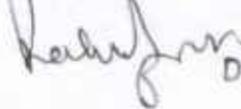
Land of Urmila Devi



Land of Sanjeev Singh, Rameshwar
& others.

Rohania BLW Road

Visionary Realtors Pvt. Ltd.


Director




उमय एस्टेट्स प्राइवेट लिमिटेड, वाराणसी

UMAY ESTATES LLP





आवेदन सं०: 202400996040800

बही संख्या 1 जिल्द संख्या 11844 के पृष्ठ 41 से 106 तक
क्रमांक 6964 पर दिनांक 07/09/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



पंकज कुमार सिंह
उप निबंधक : सदर चतुर्थ
वाराणसी
07/09/2024