INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP95632020936772V

e-Stamp

T - 7862/23

Certificate No.	:	IN-UP95632020936772V
Certificate Issued Date	:	23-Aug-2023 05:01 PM
Account Reference	:	NEWIMPACC (SV)/ up14752704/ VARANASI SADAR/ UP-VNS
Unique Doc. Reference	:	SUBIN-UPUP1475270483444639843163V
Purchased by	:	CORALGREENS BUILDTECH PVT LTD BY KHALID ANSARI
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	ARAZI NO.3113 MAUZA DAREKHU PARGANA KASWAR RAJA TEHSIL RAJATALAB VARANASI
Consideration Price (Rs.)	:	
First Party	:	ZAMIN NADEEM AND OTHERS
Second Party	:	CORALGREENS BUILDTECH PVT LTD BY KHALID ANSARI
Stamp Duty Paid By	:	CORALGREENS BUILDTECH PVT LTD BY KHALID ANSARI
Stamp Duty Amount(Rs.)	:	25,87,000 (Twenty Five Lakh Eighty Seven Thousand only)

सत्यमेव जयते

Signature:-

ACC Name:-Vishal Kumar Baranwal

ACC Code:-UP 14752704

ACC Add:-Bhuvneshwar Nagar Colony,Varanasi

Mobile No.-9129700718

Licence No.-547

District-VARANASI

SUB REGISTRAR SARAIGAGAPUR VARANASI

E-STAMP LOCKED

Please write or type below this line

CORALGREENS BUILDTECH PVT. LTD.

Director

JD 0040376438

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



202301035010902

DEVELOPER AGREEMENT

This Agreement made this 24th Day of July 2023 between **1- Zamin Nadeem (PAN- AASPN0612K Mobile 9335740466, 2-Samin Waseem (PAN-AGZPS4871N Mobile-9935340304), 3-Binyamin Tasneem (PAN- AATPT1588K Mobile- 838318013173), 4- Momin Tahseen (PAN-AATPT1589J Mobile 9919497825), 5-Jibraeel Naved (PAN-ADUPN6368H Mobile-9919497826), 6-Ahmad Rizwan (PAN-ABHPR4778G Mobile-9936700874), 7- Ahmad Rehan (PAN-ABHPR4779H Mobile-9839773399) Ss/o Salahuddin all R/o H.No. B. 21/225-A-10, Ashfaq Nagar, Kamachha, Bhelupur, Varanasi** hereinafter referred to as the **"OWNERS / FIRST PARTY"** (which expression shall unless excluded by and/or repugnant to the subject or context be deemed to include and mean their heirs, legal representatives, successors, executors, administrators and/or assigns) of the **ONE PART**

CORALGREENS BUILDTECH PVT. LTD.

Director



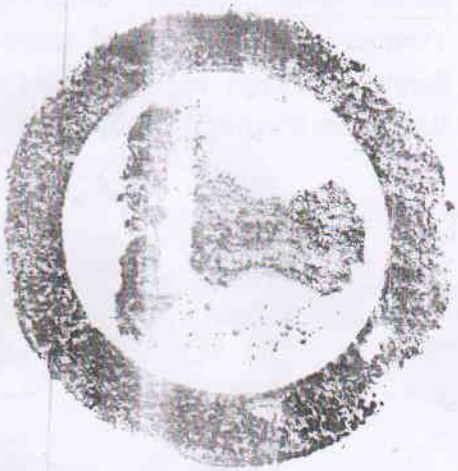
AND

Coralgreens Buildtech Pvt. Ltd (PAN-AAECC0751D) having its registered office at C. 19/115-2, Fatman Road, Lallapura, Varanasi through its one of the Director **Mr. Khalid Ansari** S/o Shahid Junaid Ansari **(Aadhaar No. 9579-0637-0546) (Mobile No. 9839055194)** R/o C. 19/115-2, Fatman Road, Lallapura, Varanasi, (Duly authorized in the board of Directors meeting by resolution Dated 22-08-2023) hereinafter referred to as the **DEVELOPER / SECOND PARTY** (which expression shall unless excluded by or otherwise repugnant to the subject or context mean and include its successors, liquidators, receivers and assigns) of the **OTHER PART**.

WHEREAS property Arazi no. 3113 measuring 53 Dismill or 214 Aer i.e. 23274.64 sq ft i.e.2163.07 sq mter situated at Mauza Darekhu, Pargana Kaswar Raja, Tehsil Rajatalab, Distt Varanasi was owned and possessed by Gaurishankar, Ramlakhan Singh and Champa Devi. Later, Gaurishankar, Ramlakhan Singh and Champa Devi sold said property to

CORALGREENS BUILDTECH PVT. LTD.

Director



Owners / First Party no 1 to 4 along with their father Salahuddin, vide sale deed dated 13-12-1983 registered in Book No. I Vol. 1037 on pages 220 to 222 at Sr. No. 2334 dated 15-12-1983 and put them into actual possession over said property as absolute Owners. After the death of Salahuddin, First Party became the joint owners of their share in the property. Since then Owners / First Party are in actual possession over the said property as absolute Owners. Their title is absolute and unassailable in respect of the said property.

AND WHEREAS on the basis of sale deed detailed above the Owners / First Party got their names recorded in revenue / govt. records as absolute Owners of said property and they are in actual possession over said property as absolute Owners thereof and sufficiently entitled to all that the piece and parcel of land morefully described in the **Schedule –I** hereunder written and hereinafter, for the sake of brevity, referred to as "the said Property". The said property is free from all encumbrance, lien and charges and the Owners / First Party being entitled to independent and distinctive right title interest and capable of being transferred independently. The land Owners / First Party

CORALGREENS BUILDTECH PVT. LTD.

Director

आवेदन सं०: 202301035010902

विक्रय अनुबंध विलेख (बिल्डर)

बही स०: 1 रजिस्ट्रेशन स०: 7862 वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 2587000 बाजारी मूल्य - 36940000 पंजीकरण शुल्क - 369400 प्रतिलिपिकरण शुल्क - 120 योग : 369520

श्री कोरलग्रीन्स बिल्डटेक प्रा० लि० द्वारा
खालिद अंसारी अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री शाहिद जुनैद अंसारी
व्यवसाय : व्यापार
निवासी: सी० 19/115-2 फातमानरोड लल्लापुरा वाराणसी

श्री, कोरलग्रीन्स बिल्डटेक प्रा० लि० द्वारा खालिद अंसारी अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनाँक 24/08/2023
एवं 11:26:42 AM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

जयप्रकाश मिश्र प्रभारी
उप निबंधक :गंगापुर
वाराणसी
24/08/2023

छोटेलाल . .
निबंधक लिपिक
24/08/2023

प्रिंट करें

undertakes that the land sought to be developed under the scheme is free from all encumbrances, litigations and disputes. In case of contrary the Owners shall indemnify the developer / second party.

AND WHEREAS the said property is yielding no income to the Owners / First Party, rather they have to spend considerable amount for its maintenance and security. Therefore, the Owners / First Party has decided to get the entire land developed in such a manner that the said property be exploited beneficially so that the said property is properly used and gets sufficient fund and income to the Owners / First Party .

AND WHEREAS the Developer / Second Party, who is a body corporate established to earn profit having its main business object and activity as Real estate builder was in search of a suitable piece of land in this area for constructing a residential/commercial building and earn profit out of that construction, approached the Owners / First Party, and explained the benefits of getting a residential/commercial building constructed over the said property.

AND WHEREAS the Owners / First Party also assured the Developer / Second Party about their right, title and interest in respect of the said property. They also assured the Developer / Second Party that the said property is free from all encumbrances, lien and charges and they are competent and entitled to deal with said property as per their desire.

AND WHEREAS the aforesaid Developer / Second Party offered to construct at its own cost, expenses whatsoever may be, residential/commercial building on the said property

CORALGREENS BUILDTECH PVT. LTD.

Director

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AND WHEREAS the aforesaid Developer / Second Party offered to construct at its own cost, expenses whatsoever may be, residential/commercial building on the said property

CORALGREENS BUILDTECH PVT. LTD.

Director

आवेदन सं०: 202301035010902

बही स०: 1 रजिस्ट्रेशन स०: 7862 वर्ष: 2023

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

विक्रेता: 1

श्री जामिन नदीम, पुत्र श्री सलाहुद्दीन

निवासी: म० नं० बी० 21/225-ए-10 अशफाक नगर, कमच्छा, भेलूपुर वाराणसी

व्यवसाय: व्यापार


विक्रेता: 2

श्री समीन वसीम, पुत्र श्री सलाहुद्दीन

निवासी: म० नं० बी० 21/225-ए-10 अशफाक नगर, कमच्छा, भेलूपुर वाराणसी

व्यवसाय: व्यापार


विक्रेता: 3

श्री बिनयामिन तसनीम, पुत्र श्री सलाहुद्दीन

निवासी: म० नं० बी० 21/225-ए-10 अशफाक नगर, कमच्छा, भेलूपुर वाराणसी

व्यवसाय: व्यापार


विक्रेता: 4

श्री सामिन तहसीन, पुत्र श्री सलाहुद्दीन

निवासी: म० नं० बी० 21/225-ए-10 अशफाक नगर, कमच्छा, भेलूपुर वाराणसी

व्यवसाय: व्यापार


विक्रेता: 5

श्री जिब्राईल नवेद, पुत्र श्री सलाहुद्दीन

निवासी: म० नं० बी० 21/225-ए-10 अशफाक नगर, कमच्छा, भेलूपुर वाराणसी

व्यवसाय: व्यापार


विक्रेता: 6

श्री अहमद रिजवान, पुत्र श्री सलाहुद्दीन

निवासी: म० नं० बी० 21/225-ए-10 अशफाक नगर, कमच्छा, भेलूपुर वाराणसी


described in Schedule-I of this agreement and to sell the 58% of built up area of the said commercial/residential building/complex along with its proportionate, indivisible and un-demarcated land area to prospective buyers and execute sale deed and / or agreement to sale after receiving sale consideration thereof in its own name (more fully detailed and described in Schedule III of this Developer Agreement).

AND WHEREAS the Developer, above named offered to develop the said property on the terms which are very reasonable and feasible. Therefore, the Owners / First Party, finding the plan very suitable and further terms and condition offered are also being reasonable, accepted the proposal of the Developer / Second Party and agreed to get the entire land developed by the Developer / Second Party for construction of a residential/commercial building at the cost of Developer / Second Party alone.

AND WHEREAS the Developer / Second Party also agreed for development of the said property and offered to build multi-storied housing complex over the said property in a substantial and workman like manner and in conformity with the site plan, elevations, sections and specifications with proper and suitable walls, ceilings, floors, partitions, staircases, roofs, fixtures and fittings and all conveniences and amenities for habitation and enjoyment of such building, unit and / or units therein in a decent style.

AND WHEREAS considering all the facts and after threadbare discussions between the parties, the parties hereunto agreed to the terms and conditions of development as under:-

CORALGREENS BUILDTECH PVT. LTD.

Director

विक्रेता: 7

श्री अहमद रेहान, पुत्र श्री सलाहुद्दीन

निवासी: म० नं० बी० 21/225-ए-10 अशफाक नगर, कमच्छा, भेलूपुर वाराणसी

व्यवसाय: व्यापार


क्रेता: 1

श्री कोरलग्रीन्स बिल्डटेक प्रा० लि० के द्वारा खालिद अंसारी, पुत्र श्री शाहिद जुनैद अंसारी

निवासी: सी० 19/115-2 फातमानरोड लल्लापुरा वाराणसी

व्यवसाय: व्यापार


ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री मोहम्मद स्वालेह अंसारी, पुत्र श्री मन्जूद अहमद

निवासी: जे० 26/214-बी कमनगढहा वार्ड जैतपुरा वाराणसी

व्यवसाय: अन्य


पहचानकर्ता : 2

श्री राकेश कुमार श्रीवास्तव, पुत्र श्री सुरेन्द्र श्रीवास्तव

निवासी: एस 1/36ए-1-के चुप्पेपुर वाराणसी

व्यवसाय: अन्य


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

टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

जयप्रकाश मिश्र प्रभारी
उप निबंधक : गंगापुर
वाराणसी
24/08/2023

छोटेलाल . .
निबंधक लिपिक वाराणसी
24/08/2023

प्रिंट करें

1- That the site plan for development shall be prepared and submitted for approval and the terms and conditions hereinafter provided, have been agreed to on the stipulation that the said plan shall be duly approved by Varanasi Development Authority, Varanasi.

2- That it has been agreed between the parties that under the Scheme formulated, the Owners / First Party will jointly get 42% of the built up area along with proportionate undivided, indivisible and un-demarcated land in lieu of his land offered by him to Developer / Second Party for development and construction of residential/commercial building. The share of Owners / First Party is detailed and described in Schedule – II given hereunder.

3- That it has further been agreed between the parties that in lieu of the development of the said property and construction of a residential/commercial building over the said property out of its own fund, the Developer / Second Party will get 58% of the built up area along with undivided, indivisible and un-demarcated proportionate land in lieu of the development of the said property and construction of a multi storied housing complex over the said property. The developer shall be entitled to deal with this 58% portion of built up area and proportionate, undivided, indivisible and un-demarcated land as per its wishes and requirements. The Owners / First Party shall not be entitled to create any hindrance in Developer's right in respect of its share. The Developer's share is detailed and described in Schedule – III given hereunder.

CORALGREENS BUILDTECH PVT. LTD.

Director

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Director

4- That even if the said plan may have to be revised, the basic terms entered into between the parties shall remain the same but for necessary minor modifications including up-gradation of the specification of the building depending upon the availability and viability of new products and market trends, so that the said property may be developed properly and legally.

5- The Developer / Second party shall proceed expeditiously with site development, preparation of final building plans over the property detailed in Schedule-I. The Developer / Second Party shall complete the project within 36 months from the date of commencement of project. The project shall be treated to commence from the date of sanction of the building plan by the V.D.A. or possession of the plot given to Developer / Second Party, whichever is later. However, the period of project can be extended to a further period of 12 months (grace period), with the mutual consent of the parties.

6- That if on account of any order of court or any statutory authority or on account of any challenge in respect of the right and title of the Owners / First Party, or due to natural calamity the work of development gets stopped, the period for which the work are stopped shall get enlarged for the completion of the construction plan.

7- That the Developer / Second Party shall get the building plan sanctioned and approved at its optimum FAR before proceeding with development of the site at its own cost. The Developer / Second Party shall further bear all the

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Director

cost, fees or composition fees and compounding fees related to the proposed Development payable to Varanasi Development Authority or local Body.

8- That it has further been agreed between the parties that if FAR has been purchased, the cost/expenses will be born by both the parties in their respective share.

9- That it has further been agreed between the parties that the Developer / Second Party shall not book/sell/mortgage said 42 % portion of the built up area and proportionate, un-demarcated and undivided land of the Owners 's share in the multi storied building to be constructed by the Developer / Second Party at its own cost (morefully detailed and described in Schedule II of this Developer Agreement).

10- That it has further been agreed between the parties that the Developer / Second Party shall be entitled to deal with its 58% portion of built up area and proportionate undivided and un-demarcated land as per its wishes and requirements (morefully detailed and described in Schedule III of this Developer Agreement).

11- That the Developer / Second Party shall be entitled to allot and/or to sell all the constructed area/apartments of its own share along with undivided and un-demarcated proportionate land to any one or various persons and to receive the entire sale consideration/gain/benefits etc. thereof. The Owners / First Party has appointed and authorized Developer / Second Party to execute such Deeds of Sale and /or agreement to sale and receive sale

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Director

consideration thereof in the name of Developer / Second Party regarding property described in Schedule III of this Deed along with proportionate share of Land. The Powers given by land Owners to Developer shall not be amended, altered or revoked by Owners during the continuance of project or before the completion of this project or till all the flats of developer's share is not sold whichever is later.

12- The Owners / First Party hereby nominate and authorizes the Developer / Second Party to do the following acts, that is to say:-

(A) The Developer / Second Party will submit the construction plan of the project for the approval of the V.D.A.

(B) That the Owners / First Party will have no objection if the Developer / Second Party submit the building plans in the name of the Owners / First Party to the local authority (ies) or apply for any other sanctions, permission or approvals for its convenience and benefit. It is clearly understood that all fees and costs relating to approvals, permissions and sanctions will be totally borne by the Developer / Second Party.

(C) To the extent of its own share so defined to transfer and convey on Owners hip basis or other basis the said flats/ commercial spaces in the building to be constructed on the said land and to

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Director

receive and appropriate to its own account the sale price in respect thereof.

(D) And generally to do all the acts, deeds and things for developing the said property.

(E) To appoint architects, surveyors, engineers and contractors and other person or persons.

(F) To make applications to the concerned authorities for, Electric connections and get, if required to, installed a transformer exclusively for the project.

(G) To accept service of any writ, summons or other legal process or notice and to appear and represent the Owners / First Party in any court or before any Magistrate, Judicial tribunal and other tribunals in connections with the development of said property and to defend or file suits, actions or other proceedings in any court or before any public officer or tribunal relating to the development of the said property or part or parts thereof and for any of the purposes aforesaid to sign execute and deliver or file necessary Vakalatnama, claims, plaints, orders, applications, affidavits, petitions and other documents, papers and writings. In case of any legal proceedings in any court of law, measures at its own cost to protect the right, title and interest of the Owners/First Party and reasonable advice of the Owners/First Party in this regard shall be obtained

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Director

by the Developer / Second Party at all times at its own cost.

(H) To enter into agreement for sale and / or sale deed of or otherwise allot flats / unit earmarked as its share alongwith undivided proportionate land area, except the Owners / First Party Portion or part thereof in sanctioned plan of the aforesaid building/buildings, to the purchasers after allocating Owners 's portion.

13- That it will be the sole responsibility of the Developer / Second Party to get the construction plan approved by the Varanasi Development Authority and all such authority as may be necessary under law for the construction of flats as early as possible. All costs in connection thereof shall be borne by the Developer / Second Party.

14- That the Owners / First Party hereby authorize the Developer / Second Party to sign necessary forms, applications, maps, plans and other papers necessary for obtaining sanction for the construction of said residential/commercial complex from Varanasi Development Authority or any other authority competent to grant sanction under law.

15- That all materials to be worked and/or used for the said construction of the proposed residential/commercial complex, although the same may not be particularly mentioned in this agreement shall be supplied and furnished by the Developer / Second Party only.

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Director

16- That Developer / Second Party shall, on completion of construction work at its own cost and expenses, remove and clear away all scaffoldings, fencing, unused material and rubbish from the said complex.

17- That the Developer / Second Party shall confirm in all respects with the provisions and regulations of any general or local act, rules, orders and regulations of the Government or any local authority or authorities, which may be applicable to the proposed building and construction works and shall comply with all terms and indemnify and keep indemnified the Owners / First Party against all penalties costs, charges and expenses, damages incurred by reasons of non observance of any such provisions or regulations, or breach of the terms.

18- That the Developer / Second Party shall also keep the Owners / First Party indemnified against all claims, compounding, demands of any nature in respect of the developmental work and in respect of any liability incurred on account of violation of any law or rule or any claim arising out of employment of engineers, artisan or workers etc. of any nature. It shall be the sole responsibility of the Developer / Second Party to safeguard any materials or goods brought by the developer. If at any time, any loss of any material or any goods of the Developer / Second Party is caused or pilfered or stolen, the Owners / First Party shall not be liable for the same in any circumstances whatsoever.

CORALGREENS BUILDTECH PVT. LTD.

Director

19- That the Owners / First Party shall be entitled to execute deed of sale or deed of agreement to sale in respect of their share that is 42% of the built up area along with undivided and un-demarcated proportionate land area and the Developer / Second Party shall not create any hindrance of any sort in the execution of such deeds in favour of intending purchaser or purchasers of land Owners' share. The Developer / Second Party shall have no claim over the sale consideration received by Owners / First Party in respect of his share (morefully detailed and described in Schedule II of this Developer Agreement).

20- That the Developer / Second Party shall be entitled to execute deed of conveyance or deed of agreement to sale in respect of its share of 58% in the built up area along with undivided and un-demarcated proportionate land area and the Owners / First Party shall not create any hindrance and / or objection in the execution and registration of such deed or deeds. The Owners / First Party authorize the Developer / Second Party to receive sale consideration thereof in its own name. The Owners / First Party shall have no claim over the sale consideration received by Developer / Second Party in respect of its share (morefully detailed and described in Schedule III of this Developer Agreement).

21- That the Developer / Second Party shall be entitled to apply for electric connection, water connection and such other permission etc. as may be required for promotion and proper implementation of the said scheme.

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Director

22- That all the powers given by the Owners / First Party to Developer / Second Party shall not be withdrawn, revoked and / or altered during the existence of this agreement.

23- That nothing stated herein shall be deemed or constitute the partnership between the Developer / Second Party and Owners / First Party neither constitute as a Joint Venture or Joint Ventures between the Owners and the Developer / Second Party nor shall the Developer / Second Party and the Owners / First Party constitute as Association of Persons.

24- That it is agreed that until a Society and / or company or any other body of the unit holders, takes over the maintenance of the complexes the maintenance of the developed area shall be the liability of the Developer / Second Party and the developer shall be entitled to realize the cost of such maintenance / replacements etc. proportionately from the unit holders on the built up area in proportion to the entire built up area. Proper account for such maintenance charge will be maintained by the developer until such Society/Company is formed which shall be duly audited and shall be final and binding on all the unit holders.

25- That the Developer / Second Party shall not be entitled to create any charge or encumbrance over the property coming in the share of Owners. However the developer shall be entitled to create charge and/or encumbrance over the property specified as its share. But the responsibility to repay the said loan, if any, shall be on the developer

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Director

only and the Owners / First Party shall not be liable and / or responsible for repayment of the said loan.

26- That all taxes/charges fees, expenses security deposits etc. for development or construction of the project will be borne by the Developer / Second Party.

27- That, the Owners / First Party hereby declare that:

i) The said property is a free hold and the Owners / First Party have got title to the same free from all encumbrances, lien and charges whatsoever.

ii) The Owners / First Party have not created any encumbrances on the said property or any part thereof by way of sale, mortgage, exchange, lease, trust assessment right, gift, lien, leave, license, permission, rent possession, charge inheritance or any other encumbrances whatsoever.

iii) No notice or notification for acquisition or acquisitions under the statutes for the time being enforce, has been received, served or issued affecting the said property or any party thereof and Owners are entitled to develop and or cause to be developed the said entire property.

iv) There are no attachments either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, lispendens, notices, insolvency notice, petitions or adjudications order made or at the instance of any part thereof.

v) Apart from the Owners / First Party none else is entitled to or has any share, right, title or interest

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only and the Owners / First Party shall not be liable and / or responsible for repayment of the said loan.

26- That all taxes/charges fees, expenses security deposits etc. for development or construction of the project will be borne by the Developer / Second Party.

27- That, the Owners / First Party hereby declare that:

i) The said property is a free hold and the Owners / First Party have got title to the same free from all encumbrances, lien and charges whatsoever.

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iv) There are no attachments either before or after judgment and there are no claims, demands, suits, decrees, injunctions, orders, lispendens, notices, insolvency notice, petitions or adjudications order made or at the instance of any part thereof.

v) Apart from the Owners / First Party none else is entitled to or has any share, right, title or interest

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in the said property or any part thereof either as a partner or any partnership or coparcener in any joint family or otherwise and that the Owners / First Party is not benamidars or trustees for any one in respect of the said property the maintenance and upkeep thereof any funds of the joint family or any nucleus thereof.

28- That the Developer / Second Party shall not be liable for any of the outgoings of the property relating to the period prior to this agreement which shall be the liability of the Owners / First Party alone.

29- That it is agreed that after the execution of these presents the Developer / Second Party shall be entitled to construct temporary godowns, site offices, sample flats etc. and put up sign its boards and hoardings on the said premises at its own cost and risk.

30- That if any dispute arises out of this agreement between the parties or between a party and the heirs of other party, if any, which is not provided or otherwise in the agreement inclusive of the dispute relating to the interpretation, operation or enforcement of terms of this agreement the same shall be settled by reference to Arbitrators jointly appointed by the parties in accordance with the provisions of Arbitration and Conciliation Act, 1996.

31- That in case of acquisition of the said land or the building or part thereof in course of development and construction or at any point of time it is discovered that the title of

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Owners / First Party is defective this agreement shall stand cancelled and the Developer / Second Party shall be entitled to obtain compensation in respect of money spent and/or incurred by it in development of the said premises and construction of the building in the said premises and that money so spent and incurred by the Developer / Second Party, with the mutual consent of the parties.

32- That it has been agreed between both the parties that original title documents of said property will be kept by developer / Second Party.

33- That the Courts at Varanasi alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

Schedule – I

All that piece and parcel of land bearing Arazi no. 3113 measuring 53 Dismill or 214 Aer i.e. 23274.64 sq ft i.e.2163.07 sq mter situated at Mauza Darekhu, Pargana Kaswar Raja, Tehsil Rajatalab, Distt Varanasi butted and bounded as below:

ON THE EAST: Thikana Dhaba and others.

ON THE WEST: Land of others

ON THE NORTH: Land of others.

ON THE SOUTH: Road

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Schedule – II

Share of Owners / First Party detailed hereinbelow alongwith 42% of proportionate land area

Ground Floor	-	Shop no. G-3 and G-4 (Eastern side of the building)
First Floor -		Shop no. 103 and 104 (Eastern side of the building)
Second Floor	-	Shop no. 203 and 204 (Eastern side of the building)
Third Floor	-	Flat no. 301, 302, 303, 304, 305 and 306.
Fourth Floor	-	Nil
Fifth Floor	-	Nil
Sixth Floor	-	Flat no. 602, 603 and 604
Seven Floor	-	Flat no 701, 702, 703 and 704
Eight Floor	-	Flat no. 801, 802, 803 and 804
Ninth Floor	-	NIL
Ten Floor	-	NIl

with 42% of Parking in basement

Schedule- III

Share of Developer / Second Party

Share of Developer / Second Party detailed herein below alongwith 58% of proportionate land area

Ground Floor	-	Shop no. G-1 and G-2 (Western side of the building) and Shop no. G-5 (North side of the building)
First Floor -		Shop no. 101 and 102 (Western side of the building) and Shop no. 105 (North side of the building)

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Second Floor	-	Shop no. 201 and 202 (Western side of the building) and Shop no. 205 (North side of the building)
Third Floor	-	NIL.
Fourth Floor	-	Flat no. 401, 402, 403, 404, 405 and 406
Fifth Floor	-	Flat no. 501, 502, 503, 504, 505 and 506
Sixth Floor	-	Flat no. 601, 605 and 606
Seven Floor	-	NIL
Eight Floor	-	NIL
Ninth Floor	-	Flat no. 901, 902, 903 and 904
Ten Floor	-	Flat no. 1001, 1002, 1003 and 1004 with 58% of Parking in basement

NOTE- The property is situated on the "Jagatpur to Mohansarai road" and as per the circle rate of the property is Rs. 20000/- per sq meter but the notification issued by the District Magistrate/Collector, Varanasi through letter no. 105 dated 05-05-2022, if the land is more than 2000 sq meter then the circle rate will be 30% less of the prevailing circle rate i.e. Rs. 14000/- per sq meter i.e. valuation of the aforesaid property i.e. 2163.07 sq mtr X Rs. 14000/- Rs. 3,02,82,980/- and Rs.5,00,000/- of boundary making total Rs. 3,07,82,980/- and 20% of commercial activities nearby i.e. Rs. 61,56,596/- thus the making total Govt valuation of Rs. 3,69,39,576/- i.e. Rs. 3,69,40,000/- hence stamp duty of Rs 25,87,000/- is being paid @7 % through E-Stamp no. IN-UP95632020936772V dated 23-08-2023 all the parties are Indian Citizen and property is not

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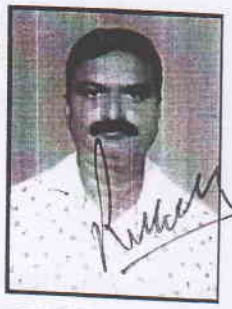
belongs to S.C./S.T. and no any agreement to sale executed by First Party regarding Schedule –I property.

IN WITNESS WHEREOF the Parties Hereto Have Set And Subscribed Their Respective Hands On The Day, Month And Year First Above Written In Presence of The Witnesses.

WITNESSES

1.
Name- Mohammad Swaleh Ansari
Father's name- Manzoor Ahmad
R/o- J. 26/214-B, Kamangaraha,
Ward Jaitpura, Varanasi.
Mobile- 9005523986

2.
Name : Rakesh Kumar Srivastava
Father's Name : Surendra Srivastava
Address : S 1/36A-1-K, Chuppepur, Varanasi
Mobile No. 9305320073
Signature



Drafted By -

Ravi Kant Mishra,
Advocate
Collectorate Campus, Varanasi
Mobile-9415265750

Typed By:

K.K.Computer
Collectorate, Varanasi

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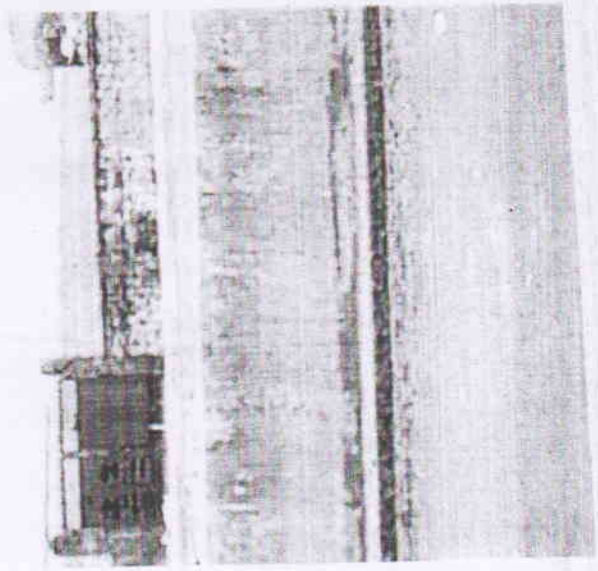
Office of Sub Registrar, Gangapur, Varanasi

1. Nature of Way – Road
2. Status of Construction : N.A.
3. Nature of construction (commercial/residential)-**Residential**
4. Colour photograph of Property



- First Party - **Zamin Nadeem, Samin Waseem, Binyamin Tasneem, Momin Tahseen Jibraeel Naved, Ahmad Rizwan, Ahmad Rehan**
- Second Party - **Coralgreens Buildtech Pvt. Ltd** through its one of the Director **Mr. Khalid Ansari**

DETAILS OF THE PROPERTY HEREBY SOLD

All that piece and parcel of land bearing Arazi no. 3113 measuring 53 Dismill or 214 Aer i.e. 23274.64 sq ft i.e.2163.07 sq mter situated at Mauza Darekhu, Pargana Kaswar Raja, Tehsil Rajatalab, Distt Varanasi butted and bounded as below:

ON THE EAST: Thikana Dhaba and others.
ON THE WEST: Land of others
ON THE NORTH: Land of others.
ON THE SOUTH: Road.

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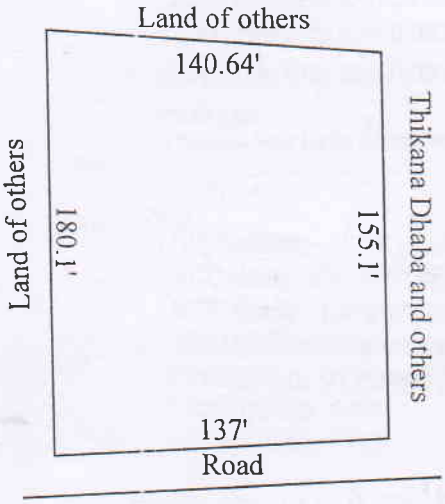
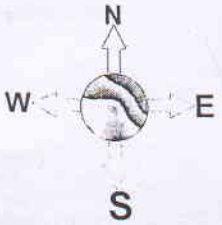
Site plan of All that piece and parcel of land bearing Arazi no. 3113 measuring 53 Dismill or 214 Aer i.e. 23274.64 sq ft i.e.2163.07 sq meter situated at Mauza Darekhu, Pargana Kaswar Raja, Tehsil Rajatalab, Distt Varanasi





DRAWN BY.
K.K. COMPUTER,
SHOP NO. 4, C.B.A. BUILDING
COLLECTORATE COURT, VARANASI.

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आवेदन सं०: 202301035010902

बही संख्या 1 जिल्द संख्या 8017 के पृष्ठ 87 से 132 तक क्रमांक 7862 पर दिनाँक 24/08/2023 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

जयप्रकाश मिश्र प्रभारी
उप निबंधक : गंगापुर
वाराणसी
24/08/2023

Total land as per Khatauni is 2140 Area 12.5

12.5 ekar = 1 Biswa = 1360 Sqft

Total land as per Builder Agreement is 2163.07.