40294/21

License No. 364/21
Mob:7379997700
Signature...

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	**IN-UP55971887703500T**
Certificate Issued Date	:	03-Dec-2021 11:01 PM
Account Reference	:	NEWIMPACC (SV)/ up14555804/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference	:	SUBIN-UPUP1455580484808302757185T
Purchased by	:	ORO REAL INFRA LLP
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	LAND KH. NO.790 AND OTHERS AT VILLAGE SARSAWAN,PARGANA LUCKNOW,TEHSIL SAROJANI NAGAR, DISTT. LUCKNOW
Consideration Price (Rs.)	:	
First Party	:	MANOJ SINGH ALIAS MANOJ SINGH CHAUHAN
Second Party	:	ORO REAL INFRA LLP
Stamp Duty Paid By	:	ORO REAL INFRA LLP
Stamp Duty Amount(Rs.)	:	50,19,500 (Fifty Lakh Ninteen Thousand Five Hundred only)

Please write or type below this line

FOR ORO REAL INFRA LLP

0006004288

DESIGNATED PARTNER

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सरोजनीनगर लखनऊ क्रम 2021367054537

आवेदन संख्या : 202101041050030

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनाँक 2021-12-14 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम दिनेश कुमार

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 0 / 71699200.00

1 . रजिस्ट्रीकरण शुल्क 717000

2 . प्रतिलिपिकरण शुल्क 120

3 . निरीक्षण या तलाश शुल्क

4 . मुख़्तार के अधिप्रमाणी करण लिए शुल्क

5 . कमीशन शुल्क

6 . विविध

7 . यात्रिक भत्ता

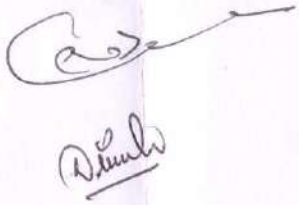
1 से 6 तक का योग 717120

शुल्क वसूल करने का दिनाँक 2021-12-14 00:00:00

दिनाँक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार होगा 2021-12-14 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कार्यालय उप-निबन्धक सरोजनीनगर
लखनऊ।



आयकर विभाग

INCOME TAX DEPARTMENT

सत्यमेव जयते

भारत सरकार

GOVT. OF INDIA

MANOJ SINGH CHAUHAN

VISHWANATH SINGH CHAUHAN

19/06/1972

Permanent Account Number

AGNPC9074D

Signature

10062016

भारत सरकार
GOVERNMENT OF INDIA

मनोज सिंह चौहान
Manoj Singh Chauhan
जन्म तिथि/ DOB: 19/06/1972
पुरुष / MALE

6029 8014 4424

-आम आदमी का अधिकार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
S/O विश्वनाथ सिंह, ५/५६६
विकास खण्ड, गोमती नगर,
लखनऊ,
उत्तर प्रदेश - 226010

Address:
S/O Vishwanath Singh, 5/566 VIKAS KHAND, GOMTI NAGAR, Lucknow, Uttar Pradesh - 226010

6029 8014 4424

Aadhaar-Aam Admi ka Adhikar

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAGFO6949L

नाम / Name
ORO REAL INFRA LLP

निगमन/गठन की तारीख
Date of Incorporation/Formation
11/06/2019

12/12/2019

FOR ORO REAL INFRA LLP

DESIGNATED PARTNER

भारत सरकार
Government of India

दिनेश कुमार
Dinesh Kumar
जन्म तिथि / DOB : 01/07/1975
पुरुष / Male

4612 4883 7894

मेरा आधार, मेरी पहचान

आधार

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
S/O कन्हैया लाल, ई-2/2, गुरुद्वारा रोड, पेपर मिल बस्ती, निशातगंज, महानगर, लखनऊ, महानगर, उत्तर प्रदेश, 226006

Address:
S/O Kanhaaiya Lal, E-2/2, Gurudwara Road, Pepar Mill Colony, Nishatganj, Mahanagar, Lucknow, Mahanagar, Uttar Pradesh, 226006

4612 4883 7894

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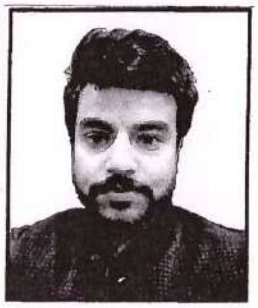
भारत सरकार
GOVERNMENT OF INDIA

प्रखर चौहान
Prakhar Chauhan
जन्म वर्ष / Year of Birth : 1995
पुरुष / Male

6195 2937 1176

आधार — आम आदमी का अधिकार



आधार

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O मनोज सिंह चौहान, ५/५६६ विकास खण्ड, गोमती नगर, गोमतीनगर, लखनऊ, उत्तर प्रदेश, 226010

Address: S/O Manoj Singh Chauhan, 5/566 VIKAS KHAND, GOMTI NAGAR, Gomtinagar, Lucknow, Uttar Pradesh, 226010

1947
1600 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947, Bengaluru-560 001

भारत सरकार
Government of India

उमेश सिंह चौहान
Umesh Singh Chauhan
जन्म तिथि/DOB: 01/01/1973
पुरुष/ MALE

6346 7360 0528

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता:
S/O: ब्रज मोहन सिंह, 154, सरसवां, अर्जुनगंज, गोमती मोटर्स के पास, अर्जुनगंज, लखनऊ,
उत्तर प्रदेश - 226002

Address:
S/O: Brij Mohan Singh, 154, Sarsawan, Arjunganj, Near Gomti Motors, Arjunganj, Lucknow,
Uttar Pradesh - 226002

6346 7360 0528

QR Code with Photograph

Brief details of Document

Nature of Land	:	Non Agricultural
Pargana	:	Lucknow
Village	:	Sarsawan
Detail of Property	:	Land Khasra No. 790 area 0.0673 Hectare, Land Khasra No. 791 area 0.6636 Hectare, Land Khasra No. 792kha area 0.0203 Hectare, Land Khasra No. 864 area 0.4106 Hectare, Land Khasra No. 866 area 0.2586 Hectare Total area 1.4204 Hectare i.e 14,204 Sq. Mt. situated at Village-Sarsawan, Pargana- Lucknow, Tehsil- Sarojani Nagar, Distt-Lucknow, UP.
Measurement Unit	:	Square Meter
Constructed Area	:	NIL
Area	:	14,204 Sq. Mt.
Road	:	Not Situated at any Segment Road and situated at less than 9 mt wide road
Valuation	:	Rs. 7,16,99,600/-
Stamp duty	:	Rs. 50,19,500/-

BOUNDARIES

East	:	Others Property
West	:	Khasra No. 784 and remaining Part of Khasra No. 791
North	:	Khasra No. 784
South	:	Land Khasra No. 799

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement is made and executed at Lucknow on this 14th day of December 2021.

BETWEEN

1. **Manoj Singh alias Manoj Singh Chauhan son of Late Vishwanath Singh Permanent address- 5/566, Vikas Khand, Gomti Nagar, Lucknow, also resident of Village Sarsawan, Tehsil-Sarojani Nagar, District-Lucknow (hereinafter**

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

referred to as "First Party/Owner") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, heirs, successors, wholly owned subsidiaries and the permitted assigns);

AND

2. **ORO Real Infra LLP, a Limited Liability Partnership having its registered address-503, 5th Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow through its authorized Partner Mr. Dinesh Kumar son of Sri K. L. Pandey (hereinafter referred to as "Second Party/ Developer") which expression unless repugnant to the context or meaning thereof, be deemed to include its nominees, successors, wholly owned subsidiaries and the permitted assigns)**

WHEREAS

1. **WHEREAS** the First Party is owner and in possession of Land Khasra No. 790 area 0.0673 Hectare, Land Khasra No. 791 area 0.6636 Hectare, Land Khasra No. 792kha area 0.0203 Hectare, Land Khasra No. 864 area 0.4106 Hectare, Land Khasra No. 866 area 0.2586 Hectare Total area 1.4204 Hectare i.e 14,204 Sq. Mt. situated at Village- Sarsawan, Pargana- Lucknow, Tehsil- Sarojani Nagar, Distt-Lucknow, UP., (hereinafter called the "Said Property") and has exclusive ownership, development rights, entitlements and interest thereon. The said property is ancestral property of first party.
2. AND whereas the first party hereby assures and declares that the above said property is co-owned by first party and other family members but a family settlement agreement has already been executed between the family members and the first party is in possession of his 1/3 share demarcated eastern part of land for last more than 20 years. If at any time required by second party or any authority, the first party shall provide order of declaration/partition of his share from any competent court.
3. That the First Party/Owner has declared and represented to the Second Party/Developer that the Said Land in question

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

is free from all charges, prior sale, gifts, mortgage, lien, tenancy, unauthorized occupation, claims, litigations, demand, attachments, court decree. If any dispute, litigation arises with regard to the Said Land then under those circumstances, First Party/Owner is bound to take immediate action and resolve the dispute at its own cost and expense within the earliest possible time in which Second Party/Developer shall give full co-operation and support to the First Party/Owner and Second Party will remain indemnified to the extent of such loss, recoveries, damages, penalty etc.

4. The Second Party has verified all documents related to Land Title, Lien, mortgage and family settlement and only after satisfaction of Second Party, both Parties are entering into this agreement.

5. The parties of this agreement have agreed to develop the Project on the said property admeasuring 14,204 Sq. Mt. in Village-Sarsawan, Pargna- Lucknow, Tehsil- Sarojani Nagar, Distt-Lucknow, UP. (hereinafter referred to as "Project Land").

6. The Second Party/Developer is willing to develop the project on the land of first party. Therefore the Second Party/Developer has approached the First Party and has represented that it possesses the skill, technical know-how, expertise and experience in building & construction and has conveyed its keen interest in developing of a Project including commercial & residential development on the Said Land. The First Party after being convinced by the expertise and capability of Second Party/Developer to develop the Residential Project including commercial & community facility development and keeping in view to get best realization of his plot of land and the convenience & for timely completion of construction, has agreed to assign the development, construction and selling rights (collectively herein after referred as "Development Rights") for the development of Residential Project including commercial & community facility development on the said Land.

7. That after the signing of this Agreement the Second Party / Developer shall be authorized:

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

a) To manage, control, look after and supervise the Said Land.

b) To enter upon and survey the Said Land, prepare layout plan, service plans, submit application for grant of licence to the concerned authorities, prepare development scheme, and to sign all papers for the purpose of various sanctions, permissions, representations, affidavits etc. to procure the licences, permissions, sanctions from various departments/ government bodies. The Second Party/Developer shall also be authorized to book, allot, sell, enter into agreement to sell and get the deed executed and registered in favour to the proposed buyers before the concerning registry authorities.

c) To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or specifications as may be necessary required and advisable including for the purpose of sanction of Layout/Building Plan and/or for the purpose of constructing the buildings and/or other structures on the Said Land utilizing the entire FAR or any increased FAR available in future in respect of the Said Land as may be permissible by Competent Authority from time to time.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement (herein after referred as the "said Agreement") and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. RULES OF INTERPRETATION

In this Agreement unless the context otherwise requires

a. Headings are for convenience only and shall not affect interpretation,

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

b. Words denoting the singular number shall include the plural and vice versa,
c. Words denoting the singular number shall include all genders,
d. Words denoting persons shall include bodies of persons and corporations and vice versa:
e. Where a word or phrase is defined, other parts of speech and grammatical forms of that word of phrase and cognate expression shall have corresponding meanings,
f. Reference to any party shall include the party's successors and permitted assign;
g. Reference to any document shall be deemed to include reference to it and to its appendices, annexures, recitals, schedules and tables as varied from time to time.
h. Document executed pursuant to this agreement shall form its part.
i. Reference to AGREEMENT' or 'notice' shall mean an AGREEMENT or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
j. References to "Recitals" and "Clauses" are references to the recitals and clauses of this AGREEMENT;
k. If there is any conflict in interpreting two or more clauses of this AGREEMENT, same shall be interpreted harmoniously.
l. The word "first party" wherever refers herein under shall also mean first party and other consortium members.

2. RECITALS & ANNEXURES

2.1 That the Recitals, Annexure and Schedules to this AGREEMENT shall form an integral part of this AGREEMENT.

3. NAME OF THE PROJECT

Residential Project including proposed Group Housing, Commercial & Community Facility to be developed by the Second Party on the said Project Land being subject matter of this agreement shall be named and known as decided by the Second Party.

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

4. AREA SHARING

4.1 In lieu of the first party providing the Said Project Land for the purpose of the Said Project, the Second Party/Developer, shall develop, construct and complete the Said Project and in lieu of the Second Party/Developer developing, constructing and completing the Said Project at the cost and expenses to be borne by the Second Party/Developer in terms of this Agreement and marketing the Said Project, the proposed sharing (basic sale price plus preferential location charges) of the entire sellable area shall in following ratio:

a. Units to be developed in Group Housing shall be shared in the ratio of 33:67 between First Party & Second Party/Developer i.e 33% of the total sellable super built up area belongs to first party and 67% of the total sellable super built up area belongs to Second Party.

b. The Second Party agrees to keep Upto 5% of Net Project Area reserved for Commercial Development depending on saleability/marketability of the commercial space, which will include Shops / Offices with utilization of permissible FAR as defined by Development Authority(ies). The Second Party has assured First Party to construct Shops and Offices as per prevailing market standards.

c. Units to be developed in commercial complex (retail and office area) shall be shared in the ratio of 50:50 between First Party & Second Party/Developer i.e 50% of the total sellable super built up area belongs to first party and 50% of the total sellable super built up area belongs to Second Party. Service Apartment/Office Space to be shared in the ratio of 33:67 between First Party & Second Party/Developer i.e 33% of the total sellable super built up area belongs to first party and 67% of the total sellable super built up area belongs to Second Party.

d. The Parties agrees that in case the FSI or FAR is increased or any additional FSI/FAR is permitted by the appropriate authorities on purchasable basis, during or after completion of the project, then all costs & expenses for additional FSI cost,

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

for such enhancement of FSI/FAR shall be borne and paid by First Party and such additional area/FAR/FSI shall also be shared in the same ratio/manner as stipulated herein. The development of such area shall be the exclusive liability of Second Party/Developer.

e. Both the parties have decided not to construct EWS/LIG within the projects and to pay shelter fee to UP Awas Evam Vikas Parishad/Competent Authority, as per the prevailing rates/ rules. It has been decided that cost of shelter fee shall be shared between the parties on 50:50 basis.

4.2 The Parties confirm that the ratio as mentioned herein is adequate for the rights being provided to either Party and the Parties shall never challenge the correctness or the adequacy of the said ratio at any time in future. The Second Party/Developer shall inherit a good, perfect and marketable title, free from all defects in respect of it's Allocation arising out of this Agreement. Transferees shall confer a good, perfect and marketable title therein, free from any defect, to them.

4.3 That on successful completion of the construction of the Residential Project including commercial & community facility development, Second Party/Developer shall apply/arrange completion certificate from competent authorities and intimate the First Party in writing about the completion of the project.

5. SCOPE OF THE AGREEMENT

5.1 That Subject land was under notification in UP Awas Evam Vikas Parishad Awadh Vihar Yojna. Prior to the approval of building plan, NOC is to be obtained from UP AWAS EVAM VIKAS PARISHAD. Parishad may ask for deposition of BETTERMENT CHARGES, which shall be paid by the First Party, being the part of Land cost and after this building plan would be submitted for approval.

5.2 That for the consideration as agreed in this AGREEMENT, the First Party hereby has assigned to the Second Party all its rights and interest in/of the construction, marketing and Booking/ allotment of Residential Project including commercial &

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

community facility development project to be built on said Land after getting lay out sanctioned by the Second Party.

5.3 That all the liability of obtaining the necessary permissions, sanctions and licenses for developing the Residential Project including commercial development on the said Land shall be on the Second Party including but not limited to UP RERA, Authority(ies) Govt. Agencies etc. It is further agreed between the parties that for the purpose of obtaining such permissions, clearances, licenses, approvals or sanctions, the Second Party/Developer shall act on their own. However on request of the Second Party/Developer, the First Party shall always make available all the original documents pertaining to the said Land, sign all required documents/ applications, as may be required to be produced before various Statutory Authorities in connection with the approvals, licenses etc. of the Residential Project including commercial development.

5.4 That during the term of the development/construction if any problem or obstruction from any Govt. Department or some other allottees/claimants is created, excluding the matters related to the title and possession of the said Land, and the construction is halted then in that case it shall be duty of the Second Party/Developer to fulfil the conditions, complete the compliances, remove the impediment or satisfy the claimants or allottees at its own cost and effort to the total exclusion of First Party and First Party will remain indemnified to the extent of such loss, recoveries, damages, penalty etc. The Second Party/Developer shall get such irritants or legal obstructions, impediments removed immediately without any delay so that the construction work would be resumed at the earliest.

5.5 That if during the development/constructions, it will be felt that the layout plan needs to be modified, (except due to dispute arises in any of the existing land) then the same shall be modified from the appropriate authority by the Second Party at its own cost.

5.6 That the entire amount required for carrying out construction, development and completion of the said project including the cost of the transformer, lift, generator, water lifting pumps and charges

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

and fees of the architect and all other statutory fees or charges or demands shall be met by Second Party/Developer only. The First Party/Owner shall not be responsible for any dues, fee charges, damages or demands in respect of any such charges or expenses whatsoever. However Second Party may opt for securing construction loan from financial institutions for faster construction/development of the project, First Party shall extend all support & sign necessary document in securing the loan. Second Party shall indemnify FP against the liability of repayment of such loan.

5.7 That the Second Party/Developer has agreed and undertakes to apply within 45 days for the approval of building plan, after the registration of this Joint Development agreement & as per clause no. 5(5.1), expeditiously commence and carry out the project work and complete the Said Project within a period of 60 Months with an extension of six months from the date of approval of building plans & RERA registration. Except for force majeure, war or order of government, pandemic, competent authority or any other Authorities, intervention of the court, stopping or prohibiting construction of Said Project. Provided that where the construction remains suspended due to force majeure or reasons mentioned above, the period of construction shall remain suspended on such accounts.

5.8 That the Second Party/Developer shall make all endeavours and efforts to obtain requisite approvals/NOCs from Competent Authority (ies) within a period of 6 months from the date of this agreement/clearance of acquisition issue with Awas Evam Vikas Parishad clause no. 5(5.1) whichever is later, however this timeline can be extended for a period of maximum 9 months (6 month + 3 months extension) as per mutual consent of the Parties. However Second party shall keep update First party about the progress of approval & type of challenges faced, if any.

5.9 That the Second Party/Developer shall be liable for all claims, damages or expenses payable in consequences to any injury to any employee, workmen, nominee, invitee within or upon the said premises, during the completion of the Project. The Second Party/Developer shall also be responsible for any damages to

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

buildings, whether immediate or adjacent or otherwise damage to roads, street, bridges or ways etc. caused to the building and work forming the subject to this contract by frost, rain, intensity of weather upto the date of completion of the Project.

5.10 That the Second Party will ensure timely construction of the Project on the Said Land as per approved/sanctioned Layout, any liabilities, claims, penalty incurred due to delay of construction imposed by Competent Authroity(ies), Govt Agencies, Allottee(s) will be borne by the Second Party and the First Party shall remain indemnified against such claims, liabilities and penalties.

5.11 That the Second Party/Developer agrees and undertakes to indemnify and keep harmless and indemnified the Frist Party/ Owner (except land related issues) against all or any claims which may be made by any person, government agencies, competent authorities during the course of construction and completion of the Project and/or in respect of provisional sale or dealings by the Second Party/Developer with third parties of the areas in the Project.

5.12 That the First Party or anybody claiming through it, shall not interfere with or obstruct in any manner with the execution and completion of work of development and construction of the Residential Project including commercial & community facility development project on the said Land.

5.13 That in case of requirement of any fresh approval or sanction which may have become mandatory by change in law, rules regulations or bye laws then the Second Party/Developer, at its own cost, shall apply Authority, Government or otherwise, State or Central and/or such other authorities may be concerned in the matter for requisite permissions, sanctions and approvals for the development and construction of the proposed Residential Project including commercial development on the said land in accordance with the applicable Laws and Bye-Laws & First party shall tender all its assistance which is required due to change/modifications in the policies time to time.

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

5.14 The Second Party shall have the exclusive right of marketing and accept the bookings of the units to be developed in the entire project including area falling in the share of the First Panty. All the bookings made in the project to be presumed as accepted & agreed by both the parties.

5.15 That for sake of abundant clarity, the First Party and Second Party share will be proportionate alongwith bookings made by the Second Party and the sale proceeds will be aligned accordingly by the Second Party to First Party as per agreed terms as defined in Clause [5.18]

5.16 That the Second Party shall get the brochures and marketing collaterals printed and will advertise the project in the media and by other means at its own costs only after receipt of necessary approvals from competent authority(ies) and registration with UP RERA. First Party shall not interfere in day to day working in marketing and the sale of the stocks. The suggestion of the first party shall be honoured by Second Party/Developer.

5.17 That properties to be developed shall be sold directly by second party as well as through property agents/brokers. Against sale of these properties sales commission shall be paid, which would be shared by both the parties according to their share. Proportionate brokerage of first paid by second party shall be recovered in the following month from the First Party share.

5.18 The rate of the units shall be decided mutually between both the parties. The Second Party/Developer shall be authorized to accept and receive the booking amounts, advance, earnest money, instalments and final consideration and issue receipts thereof from the intending buyer(s). The share of the First party as mentioned in clause 4.1 shall be transferred to First party's account from the net collection (Net collection means Basic sale price plus preferential location charges collected from the customer) within first week (7 working days) of next month.

5.19 That after receiving the sale considerations against the individual units & settlement of a/c of particular unit between the both the parties, all the transfer deed/documents regarding sale/transfer the units to prospective buyers shall be executed by

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

both first Party and Second Party. That the First Party shall be bound to execute the transfer Deeds/sale Deeds in favour of buyers of the project as recommended and nominated by the Second Party after its satisfaction regarding payment in respect of that unit & in no circumstance any of the party shall have the right to refuse/delay the execution & registration of the transfer deed against which both the parties have received their individual share.

5.20 That the Second Party shall discharge the liability of its responsibilities towards its contractors, engineers, architects, labour and suppliers etc. In case due to any acts done or omitted to be done which are required to be done and not be done by the Second Party/Developer due to which some damages/penalty/ charge has been imposed by any Governmental/Non-Government authority on the said Land of the Residential Project including commercial & community facility development, then the First Party shall not be liable to pay/reimburse the said damage/penalty/charge.

5.21 That First Party has assured that said Land is wholly free from all Encumbrances, injunctions, gifts, liens, attachments, liabilities, tenancies, unauthorized occupations, claims and litigations, whatsoever. The both the parties further agrees and undertakes to keep the said plot from all encumbrances, injunctions, charges, gifts, liens, attachments, liabilities, tenancies unauthorized occupations, Claims and litigations and shall keep thereof absolutely free and saleable at all times hereof.

5.22 The first party and shall sign and execute, without any fail, all necessary deeds, form, applications and other documents whenever required to deal with or to take approvals, permissions consent etc. from any competent authority for development of said project.

5.23 That the Second Party shall be entitled to advertise about the Residential Project including commercial development Project at its cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign boards, neon-sign or such other modes of advertisement as the Second Party may deem fit, on the said Land or at other places, in

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

any manner and thus it shall be entitled to invite prospective buyers/ customers to the site.

5.24 That the Second Party/shall be free to get the Residential Project including commercial development approved from Banks and financial institutions in order to facilitate the financial by intending purchaser/s of Units. First Party and Second Party shall issue permission to Mortgage, enter into Tripartite Agreement under their own signatures.

5.25 LOANS BY THE DEVELOPER: The Developer shall be entitled to secure any loan, advance, credit facility or financial arrangement that may be obtained/or availed and/or made by it for construction of the Project from any bank, Financial institution, etc. against the security of the entire land or constructed area in the entire project, **PROVIDED THAT**: Developer shall have the sole liability for repayment of the loan along with interest.

The Owners/first Party shall not be liable and responsible for any such liability under any circumstances created by any lien, mortgage or loan obtained by the Developer.

The Developer shall secure the Owner by executing such indemnities or other deed(s) as may be required by the Owner to keep the Owner fully indemnified against all risks and loss(s) and injuries which may be suffered by the Owner due to any default and/or breach(s) by the Developer in the repayment of the loan and/or debt incurred by the Developer.

The Developer shall pay and discharge the liabilities incurred by it punctually and promptly and shall keep the Owners fully informed and indemnified at all times against any losses/costs/risks.

The Owner shall facilitate, sign and execute all documents and do all such acts and deeds as may be necessary for creation of mortgage over duly demarcated agreed portion of land.

The Second Party/Developer shall provision for Collateral (number of flats of its share equal to the value of loan amount), with the First Party to the extent of Loan Amount/Project Finance in form of Flats of its share as convenient to the Second Party. The First Party shall not make use of such Collaterals unless 2 consecutive defaults are made by the Second Party/ Developer for repayment

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

of such Loans from Third Party. Proportionate Flats shall be released by the first party in proportion to the repayment of loan amount to the bank/financial institution.

5.26 All cases/Litigations, civil, criminal, consumer pertaining to the delay in development, construction, labour or workmen disputes shall be defended by the Second Party/Developer at its own cost and expenses. The Second Party/Developer shall abide and comply with all labour laws and Minimum Wages Act and be responsible for any accident at the development site. First party shall not be responsible for that.

5.27 The cost of stamping, registration etc. of this AGGREMENT and any other paper pertaining to this AGGREMENT shall be borne by the Second Party.

5.28 That the Second Party/Developer has agreed to pay a sum of Rs. 3,00,00,000/- (Rs. Three Crore Only) to the Owner as refundable/adjustable interest free security deposit, through Cheque No. 472119 dated 24.12.2020 Punjab National Bank, Lucknow. The Security deposit shall be either refunded or recovered from the payments of the first party share in the developed area of the said project.

6. POSSESSION

6.1 The immediately on the execution of this AGREEMENT, the first party shall provide lawful and peaceful possession of Said Property/land for the purpose of construction, development and sale in the term of this Agreement.

7. AUTHORIZATION

1. That in addition to the other covenants undertaken by the Second Party/Developer contained in this agreement, the Consortium members are also providing general power of attorney regarding the 'the development land' to the Second Party/Developer and the Second Party/Developer shall act on behalf of the Owner/first party for the proper functioning of the development activities on behalf of the Owner/first party given herein under:-

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

(a) Survey of land,

(b) Preparation of lay out and surface plans,

(c) To prepare development scheme,

(d) To obtain licenses and comply with the terms and conditions thereof including furnishing of bank guarantee and executing the agreements of development,

(e) To prepare detailed development plans, estimates, assign and executing of work and supervise the same so as to carry out and provide all services of development according to the sanctions,

(f) To advertise, make other publicity and contact arrangements both in India and abroad and to book plots/flats or spaces in residential or commercial or community facility projects.

(g) To book plots/flats/spaces of commercial or community facility projects for sale in favour of the purchasers,

(h) That as and when required by second party, first party/owner shall give attorney/authorization to second party or its nominee to execute and register the sale deed of proposed allottees on settlement of account of that particular unit.

(i) To do all acts, deeds and things necessary for or incidental to the execution and completion of the development and to carry out other works to be done by the Developer Firm in terms of this agreement,

(j) To furnish bank guarantees, as and required, whether before or after the grant of licenses for proper execution of the plan and development at Site.

2. That in case apart from power of attorneys, any other documents is required to be signed and/or executed by the First Party/owner for the purpose of operation of project, the

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

same shall be signed and executed by the First Party/owner as and when required by the Second Party/Developer.

8. NOTICES

8.1 All notices or other communications to be given under this AGGREEMENT to any party shall be made in writing and send by letter through Speed Post Mail or Registered Acknowledge due after being dispatched within seven (7) business days after being deposited in the post, postage prepaid, by the speed post mail available and by registered mail to such party at its address as such party may hereafter specify for such purpose to the other by notice in the writing to both the parties at their respective registered offices/offices as given under:

FIRST PARTY:

Attn.	: Mr. Manoj Singh Chauhan
Address	: 5/566, Vikas Khand, Gomti Nagar, Lucknow
Email	: prakharchauhan94@gmail.com

SECOND PARTY/DEVELOPER:

Attn.	: Mr. Dinesh Kumar
Address	: 503, 5th Floor, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow-226010
Email	: dineshpandey@oroconstructions.in

9. CONFIDENTIAL INFORMATION

9.1 That the party coming into knowledge of any information about the project or the other party because of commercial relationship created under this Agreement and about development of project, shall keep the information confidential &secret and shall not disclose the same to any Third Party or shall not use the said confidential information for any other purpose other than purposes and works assigned under this Agreement.

10. MODIFICATION

9.1 No modification representation, promise or AGREEMENT in connection with the subject matter of this AGGREMENT shall be valid unless made in writing and signed by the parties.

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

11. INDEMNIFICATION

11.1 That it is presumed that all the material facts and the truthful history regarding the title of the land in question has been disclosed by the First Party to the Second Party/Developer and in case of any deficiency or loss of land on any account including cropping up of fresh material facts not disclosed by the First Party, which is noticed, observes and comes to the knowledge of the Second Party/Developer after the execution of the Agreement, then the First Party shall be responsible to rectify the defect.

11.2 The First Party agree to indemnify and keep the Second Party and his successor, respective officers, representative, agents and employees harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgements, actions, suits, Proceedings, Arbitration, assessments, cost and expense ("Damages"), suffered or paid by the Second Party due to any defect in title of the first party. The first party shall be liable at all times for all damages and compensation due to any defect in title of the land.

11.3 In case the premises comprised in this agreement or any part thereof, is lost on account of any defect in the title of the Owner or their right to transfer the same or right to enter in this agreement or possession of the constructed area for enjoyment is in any way is disturbed on account of litigation started by anybody claiming through the Owner or any family member thereof, or on account of any defect whatsoever relating to some outstanding claim/demand including demand for the taxes etc. against the Owner, then they shall be obliged the meet, settle and clear the same at their own cost and expense.

11.4 The Second Party/Developer agree to indemnify and keep the First Party and his successor, respective officers, representative, agents and employees harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgements, actions, suits, Proceedings, Arbitration, assessments, cost and expense ("Damages"), suffered or paid by the indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure if any representation or warranty made by the indemnifying Party in this AGGREMENT or in any confirmation delivered

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

pursuant here to be true and correct in all materials aspects as of the date of this AGREEMENT or (ii) a breach of any term or covenant by the indemnifying Party contained in this AGREEMENT (iii) in case of any claim of any purchaser/third party regarding the development of the project, construction of building and material used or any breach of conditions of lay out sanctioned or breach of rules framed by competent authority or any law of land or delay in handing over the project (iv) in case of any litigations arising with any person booking the units due to any reason same shall be defended by the Second Party/Developer at their own cost and it shall keep the First Party indemnified with regard to the same.

12. FORCE MAJEURE

12.1 Any party who is, by reason of Force Majeure, unable to perform any obligation or condition required by this AGREEMENT to be performed:

i) Shall use all reasonable diligence and employ all reasonable means to remedy or abate the Force Majeure as expeditiously as possible.

ii) shall resume performance as expeditiously as possible after termination of the Force Majeure or the Force Majeure has abated to any extent which permits resumption of such performance ; and

iii) For purposes hereof, Force Majeure shall mean any unforeseeable, unavoidable event which is outside the either Party's scope of influence and control and for which the Party(ies) bears no responsibility including but not limited to acts of God, war, natural disasters, strike and lockout, war, terrorist act, blockade, revolution, riot, insurrection, pandemic that makes it impossible or delays any obligation of either Party under this Agreement from being performed in accordance with the terms of this Agreement.

13. ARBITRATION & JURISDICTION

13.1 In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) days, gives a notice to this effect, to the other Party in writing.

13.2 In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the First Party and the Second Party/Developer. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (As Amended) and shall be held in Lucknow, India. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

14. AMENDMENT

14.1 Any Amendment, change or modification or any of the terms, provisions or conditions of this Agreement shall be un-effective unless made in writing and signed or initiated on behalf of the parties hereto by their duly authorised representatives. Any written and duly executed agreements, memorandum of understanding and any other documents between both the parties either registered or not shall be deemed to the part and parcel of this registered agreement.

15. MISCELLANEOUS

15.1 That all originals in respect of the said property (except title documents) including the permissions, approvals and sanctions necessary for the constructions work, shall be at all times held by the Second Party/Developer but it shall be under the obligation to allow the inspection and verification at all reasonable times in case of need and requirement of First Party. If required by any law or competent authority for deposition of title deeds before resident welfare association, the same shall be deposited to Second Party/Developer by first party.

15.2 That the Second Party/Developer shall at all times ensure that construction has been raised as per sanctioned plan and there is no deviation from the sanctioned plan.

For CRO REAL INFRA LLP

(DESIGNATED PARTNER)

15.3 If any of the parties wants to retain some developed units in its share, may retain but after giving written information to other and the other party shall be entitled to retain the proportionate number of units in its share.

15.4 That the Second Party/Developer agrees to develop and realize the 90% of the proportionate share of First Party within the Development Period of 72 Months from the date of approval of Building Plans. In case if any property remains unsold after 72 months, it would be proportionately shared between the parties or as mutually decided between the parties at that time.

15.5 That all cost, stamp duty, registration fee and other charges etc. liveable in respect of any Transfer Deed of the said Land or any portion thereof including this AGREEMENT shall be borne by the Second Party/Developer or prospective flat buyers as the case may be.

15.6 That the income tax liability shall be shared and borne by both the parties hereto in proportion to their share on sharing ratio and all other taxes, duties and cess shall be borne by the Second Party/Developer.

15.7 That the Second Party/Developer shall execute buyers Agreement in its name. In case, any suit, consumer complaint, criminal complaint or any other legal proceedings are preferred by the prospective buyers, the Second Party/Developer shall alone be liable and responsible for the same and under no circumstances, the First Party shall be liable and if First Party is called upon to defend any damages or monies are required to be paid by the First Party, same shall be payable by the Second Party/Developer and the Second Party/Developer shall keep the First Party indemnified at all times.

15.8 That the subject matter of this agreement is non-agricultural land measuring 14,204 Sq. Mt. The said land is situated at less than 9 Mt. wide Road. The value of the said land for the purpose of the payment of Stamp duty as per non-agricultural circle rate in Sarsawan village, fixed by the collector @ Rs. 7,000/- per Sq. Mt. The value of 1000 Sq. Mt. land at the rate of 7,000/- comes to Rs. 70,00,000/-. Value of remaining area of 13,204 Sq. Mt. after depreciation of 30% in circle rate comes to Rs. 4,900/-x 13,204

For ORO REAL INFRA LLP

(DESIGNATED PARTNER)

आवेदन सं०: 202101041050030

विक्रय अनुबंध विलेख (बिल्डर)

बही स०: 1 रजिस्ट्रेशन स०: 40294 वर्ष: 2021

प्रतिफल- 0 स्टाम्प शुल्क- 5019500 बाजारी मूल्य - 71699200 पंजीकरण शुल्क - 717000 प्रतिलिपिकरण शुल्क - 120 योग : 717120

श्री ओरो इन्फ्रा एल० एल० पी० द्वारा पार्टनर द्वारा
दिनेश कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री के० एल० पाण्डेय
व्यवसाय : व्यापार
निवासी: 503, पांचवा तल, एल्डिको कॉर्पोरेट टावर, विभूति खंड, गोमती नगर, लखनऊ

श्री, ओरो इन्फ्रा एल० एल० पी० द्वारा पार्टनर द्वारा दिनेश कुमार अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनाँक 14/12/2021
एवं 03:34:24 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह
उप निबंधक सरोजनीनगर
लखनऊ
14/12/2021

ओम प्रताप सिंह
निबंधक लिपिक

Sq. Mt.=Rs. 6,46,99,600/-. Therefore total value of Land Comes to Rs. 7,16,99,600/-. Hence, Total stamp duty comes to Rs. 50,19,500/-, which is being paid through E-Stamp No. IN-UP55971887703500T dated 03.12.2021 by the Developer.

15.9 That the Second Party/Developer shall be under the obligation to provide all the relevant information after the construction is completed to the First Party.

15.10 That on final settlement of the account between both the parties, the first party shall handover all the original title deeds to the Second Party/Developer.

IN WITNESS WHEREOFF, all the parties have signed this AGREEMENT on the date, month and year first above written in the presence of witnesses.

WITNESSES:

1)
Umesh Singh Chauhan
S/o Brij Mohan Singh
R/o Village-Sarsawan, Arjunganj
Near Gomti Motors, Lucknow
Mob-6387960640, Business

(FIRST PARTY)

RJ ORO REAL INFRA LLP
(DESIGNATED PARTNER)

(SECOND PARTY/DEVELOPER)

2)
Prakhar Chauhan
S/o Manoj Singh Chauhan
S/o 5/566, Vikas Khand, Gomti Nagar
Lucknow.
Mob-9455535353, Business

Typed By:
(Deepak)
Civil Court, Lucknow

Drafted By:
(Benkat Raman Singh)
Advocate
Civil Court, Lucknow

आवेदन सं०: 202101041050030

बही स०: 1 रजिस्ट्रेशन स०: 40294 वर्ष: 2021

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

विक्रेता: 1

श्री मनोज सिंह उर्फ़ मनोज सिंह चौहान, पुत्र श्री स्व० विश्वनाथ सिंह

निवासी: 5/566, विकास खंड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

क्रेता: 1

श्री ओरो इन्फ्रा एल० एल० पी० द्वारा पार्टनर के द्वारा दिनेश कुमार , पुत्र श्री के० एल० पाण्डेय

निवासी: 503, पांचवा तल, एल्डिको कॉर्पोरेट टावर, विभूति खंड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

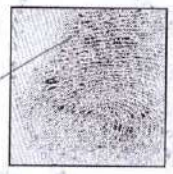
ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री उमेश सिंह चौहान , पुत्र श्री ब्रज मोहन सिंह

निवासी: ग्राम सरसवां, अर्जुनगंज, निकट गोमती मोटर्स, लखनऊ

व्यवसाय: व्यापार



पहचानकर्ता : 2

श्री प्रखर चौहान , पुत्र श्री मनोज सिंह चौहान

निवासी: 5/566, विकास खंड, गोमती नगर, लखनऊ

व्यवसाय: व्यापार

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

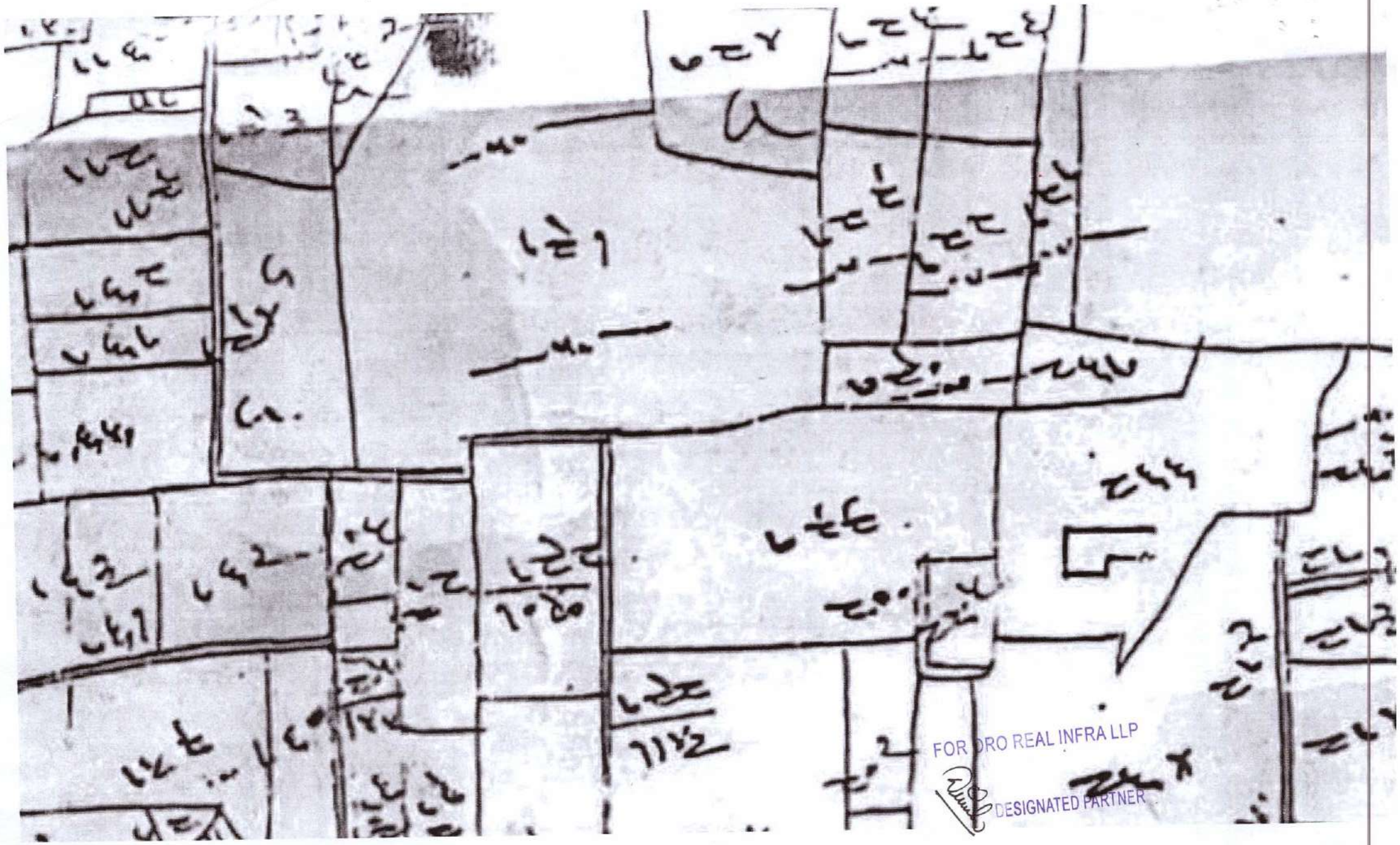
ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है ।

टिप्पणी :

निर्मल सिंह
उप निबंधक : सरोजनीनगर
लखनऊ

ओम प्रताप सिंह
निबंधक लिपिक

Land Khasra No. 790 & others Village - Sarsawan, Pargna - Lucknow
Tehsil Sarojani Nagar, Dist - Lucknow



FOR ORO REAL INFRA LLP
DESIGNATED PARTNER

आवेदन सं०: 202101041050030

बही संख्या 1 जिल्द संख्या 7662 के पृष्ठ 203 से 246 तक क्रमांक 40294 पर दिनाँक 14/12/2021 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निर्मल सिंह

उप निबंधक : सरोजनीनगर

लखनऊ

14/12/2021