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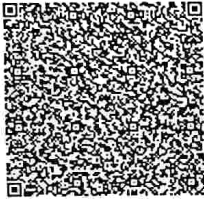
e-Stamp

13443/2022



Certificate No. : IN-UP73882646567236U
 Certificate Issued Date : 09-Dec-2022 02:18 PM
 Account Reference : NEWIMPACC (SV)/ up14503804/ AYODHAYA SADAR/ UP-FZB
 Unique Doc. Reference : SUBIN-UPUP1450380441032966339407U
 Purchased by : UTTAR PRADESH AWAS EVAM VIKAS PARISHAD AYODHYA
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : MAUJA-SHAHNEWAJPUR MANJHA PAR-HAVELI AWADH TEH-SADAR DISTT-AYODHYA
 Consideration Price (Rs.) :
 First Party : ANUPAM SINGH WO KAUSHLENDRA PRATAP SINGH
 Second Party : UTTAR PRADESH AWAS EVAM VIKAS PARISHAD AYODHYA
 Stamp Duty Paid By : UTTAR PRADESH AWAS EVAM VIKAS PARISHAD AYODHYA
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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E Stamp
VerifyE Stamp
LOCKED

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IN-UP73882646567236U

Page: 1

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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.

UTTAR PRADESH AWAS EVAM VIKAS PARISHAD AYODHYA UTTAR PRADESH AWAS EVAM VIKAS PARISHAD AYODHYA UTTAR PRADESH AWAS EVAM VIKAS PARISHAD AYODHYA

Development Agreement for Implementation of Land Pooling Scheme



This Development Agreement is made and executed on 09.12.2022, at Collectorate Complex Sadar Ayodhya, by and between:-

Smt. ANUPAM SINGH (PAN NO- FIQPS5414D, Aadhaar No. 4526 1265 8839 MO. NO- 6339908538) W/O Shri Kaushlendra Pratap Singh Address- Kolhampur Bishan Tehseel Tarabganj Dist- Gonda . (Hereinafter called as "Party No.1")

AND

The U.P. Housing and Development Board, 104 Mahatma Gandhi Marg Lucknow through its Authorised Signatory Shri Bhagwan Ram S/O Late Raj Roop Ram by office order dated 30.09.2022, Executive Engineer of the Construction Division Ayodhya-01, Ayodhya Uttar-Pradesh- 224001 (GSTIN NO.- 09AAAJU103AFZF PAN NO. AAJAU103A TAN NO. AGRU10267F MO.NO.- 8795810338) a statutory body constituted under the provisions of the U.P. Housing and Development Board Act, 1965/the Uttar Pradesh Urban Planning and Development Act, 1973 as the case may be (Hereinafter called as "Party No.2")

The expressions, "Party No.1" and "Party No.2" shall mean and include their legal heirs, legal representatives, assignees, administrators, successors in interest etc. wherever the context permits.

Whereas, the Housing and Urban Planning Department, Government of Uttar Pradesh vide Notification No. 239/8-3-19-152 Vividh/17, dated 20-02-2019 has issued the Land Pooling Scheme Policy to be implemented by the U.P. Housing and Development Board and the Development Authorities in the State of Uttar Pradesh.

Whereas the Party No. 2 has powers under the above Notification empowering them to undertake and develop Land Pooling Scheme in their notified area/development area.

Whereas, Smt. Anupam Singh W/O Shri Kaushlendra Pratap Singh is the original land owner and possessor of land admeasuring:-

1. :- 0.0790 Hect. in Khata no. 00459 Khasra No - 686 situated at Village - Shahnewajpur Manjha, Pargana - Haweli Awadh, Tehseel - Sadar, District-Ayodhya, Uttar Pradesh (Here in after referred to as "Schedule 'A' property").

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Whereas the Party No.1 and Party No. 2 have agreed for the handing over and taking over of Schedule 'A' property in lieu of contribution of the land by the Party No. 1 to the Party No. 2, the Party No. 1 has agreed for his / her share of re-allotment of re-constituted plot/s as determined in the final layout plan of Land Pooling Scheme.

Whereas, Party No. 1 after pursuing the Land Pooling Scheme Policy issued vide Notification No. 239/8-3-19-152 Vividh/17 dated 20-02-2019 has understood the same and decided to pool the Schedule 'A' Property in the Land Pooling Scheme.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

NOW THEREFORE, the Party No. 1 do hereby agree with the Party No. 2 as follows:

1. That the Party No. 1 shall handover the land as per the Schedule 'A' Property to the Party No. 2 to earmark the land for various purposes under Land Pooling Scheme.
2. That if the Party No.2 desires that it is necessary to take immediate possession of the land under Land Pooling Scheme area even though there is a standing crop on it, the Party No. 2 shall be entitled to do so provided that compensation for the standing crop is also included in the agreement.
3. That the Party No.1 shall not claim any amount in addition to the amount agreed upon as aforesaid compensation and accept it without any protest.
4. That the Party No.2 shall be competent to alter the boundaries, develop and make requisite changes in the land pool area as per terms of this agreement.
5. That the Party No.1 further agrees that they will not claim for payment of higher compensation in any court of law and will not be entitled to file any petitions and such petition if filed shall be void and illegal and that they shall abide by the orders of the Party No. 2.
6. That if any Government dues/shares/premium from this land are payable by the Party No. 1 and the loans of any public financial institutions are outstanding against the land the same shall be deducted from the share of the Party No.1.
7. That it is agreed that the Party No. 1 shall handover all original documents of title pertaining to the Schedule 'A' Property to the Party No. 2 simultaneously on the execution of this Development Agreement and Party No. 2 shall hand over the same to the Party No. 1 after the completion of the entire Scheme as per the terms and conditions of this Agreement.
8. That the Party No. 1 hereby declare and assure the Party No. 2 that there are no encumbrances, prior agreements, joint family interests, leases / licenses, charges or attachments over the Schedule 'A' Property as on date and that they have not incurred or knowingly suffered any liability or obligation in respect thereof and that there are no other person(s) having any interest in the Schedule 'A' Property, except the Party No. 1 herein and further covenant to indemnify the Party No. 2 and to keep indemnified the Party No. 2 from all losses that may be caused due to any defect in the title of the Party No. 1 or otherwise. If there are any third party claims, the Party No. 1 shall alone be liable to settle the same on their own cost and if they fail to settle the same within reasonable time, the Party No. 2 shall be entitled, without being bound, to settle such claims on such terms as the Party No. 2 may deem proper and expedient and at the cost of the Party No. 1, which shall be binding on the Party No. 1. The Party No. 1 alone shall be liable for furnishing all the information and documents and answer the queries required for scrutiny of title or for demarcation of boundaries, etc.

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in respect of Schedule 'A' Property. That the Party No. 1 shall alone be responsible for defects, if any, in the title or any third party claim or institution claims, bank claims or any other claims or any prior agreements, if any, by the third parties and their claims or any litigations shall make good of the same to his own cost and the Party No. 2 shall not be responsible for the same with regard to the title over the land.

9. That the Party No. 1 hereby grant the irrevocable rights to the Party No. 2 to develop the Schedule 'A' Property under Land Pooling Scheme, subject to other terms and conditions of this Agreement and accordingly shall, deliver the possession of reconstituted plots to the Party No. 2. The Party No. 1 hereby grant license to the Party No. 1 and authorize and empower it to enter into and develop the Schedule 'A' Property.
10. That the Party No. 1 hereby permits Party No. 2 to undertake the physical survey within its lands plots/premises for preparing the Land Pooling Scheme and undertaking the reconstitution of the land comprised in the Schedule 'A' Property belonging to him/her as per the approved Land Pooling Scheme prepared by the Party No. 2. The Party No. 1 shall not create any objections or hindrance in the process.
11. That the Party No. 1 will not sell the land in his/her possession after signing this Agreement till the completion of the Land Pooling Scheme.
12. That the Party No. 2 shall be entitled to include any other land for the purpose of developing the same along with the Schedule 'A' Property, without any further reference to the Party No. 1, on such terms as the Party No. 2 may deem it expedient and enter into agreement with third parties.
13. That the Party No. 2 shall develop Schedule 'A' property as Land Pooling Scheme and all the "Original Plots" will be reconstituted i.e., each plot will be reshaped in a manner appropriate for development and given access. The final reconstituted plots will be termed as "Reconstituted Plots".
14. That the Party No. 2 shall be entitled to do and is hereby authorized to approach the government, State, Central or Local or other Authorities/Organizations for the purpose of any permission, grant, service connection etc., and for the purpose of carrying out the development works in respect of Schedule 'A' Property.
15. That the cost of Land Pooling Scheme shall comprise of infrastructure costs and other administrative charges. The components of infrastructure include roads with street-lighting, water supply, sewerage lines and sewerage treatment facility, solid waste disposal, development of open spaces, plantation and Rain Water Harvesting. These may change subject to requirements on ground.
16. That the extent of respective shares after final approval of Land Pooling Scheme by the Party No. 2 will be determined based on net area available after deducting circulation spaces, open spaces and social amenities, share of Party No. 2 to meet the expenditure of roads and civic infrastructure, administrative and legal costs and other expenditure for developing public amenities.
17. That the land shall be appropriated from each Original Plot and will be used to provide for various components of development as per the norms laid down in the applicable Building Bye-laws.

Provided that the minimum share of the Party No. 1 as internally and externally developed reconstituted unitary residential plots shall not be less than 25 percent of his/her original land area. In

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case the Party No.1 opts for allotment of externally developed land, the proportion of the same shall be determined by the Party No.2.

Provided further that if the Party No.1 opts for multiple residential units or group housing, then either the share of reconstituted plots shall be proportionately less than 25 percent or the party No.1 shall have to pay development fee at the rates prescribed by the party No.2.

18. That the financial viability of the Land Poling Scheme shall be calculated by the Party No. 2 on the prescribed format (Annexure-1) indicating names of all the land owners, extent of land in their ownership, present value of land, area planned under roads, parks/open spaces, services and other community facilities, share of Party No.2, share of Party No.1 as reconstituted plots and their value after development, cost of infrastructure development, incremental value of developed land and cost-equivalent land towards provision of infrastructure facilities.
19. That the details of land in respect of every land owner participating in the land pooling Scheme shall be prepared in the prescribed Format (Annexure-2) on the basis of Sajra Plan indicating the Khasra numbers and their area, Besides, the details of reconstituted plots alongwith their area and permissible use shall also be prepared after superimposing the Land Pooling Scheme layout plan on the Sajra Plan to enable their entry in the revenue records.
20. That the Party No.2 shall publish the draft land Pooling Scheme in local news papers for inviting objections/suggestions and finalize it after hearing/disposal of the objections/suggestions received.
21. That the Final Land Pooling Scheme shall be approved by the Board of the Party No. 2 and development/building permissions shall be issued as per the applicable Zoning Regulations and Building Bye-laws.
22. That the Party No.2 shall complete the development works of the Land Pooling Scheme within a period of 3 years from the date of approval of the scheme by the Board. Extension in the project period for a scheme with an area up to 25 Acres, shall be permissible by the Housing Commissioner/Vice Chairman and for a scheme above 25 Acres, by the Board.
23. That the costing of the developed land shall be done by the Party No.2 as per the costing guidelines issued vide Government order No.-4049/9-Aa-1-99/16 samiti/1998, dated 20.11.1999 (as amended from time to time) to determine the Sector rate (residential rate). Differential pricing of reconstituted plots shall be done on the basis of proposed land use such as-plotted development, multiple housing units and group housing.
24. That the Party No. 2 may use its share of land for commercial mixed use, group housing and other purposes to enable cross-subsidization of public amenities.
25. That the Party No.2 shall allot the reconstituted plots to Party No.1 through lottery within 6 months from the date of approval of the Land Pooling Scheme layout plan by the Board. However, externally developed land, as far as possible, shall be allotted within the original land or in close proximity to it. The Party No. 2 reserves the right to locate the Reconstituted Plots.
26. That the Final Land Pooling Scheme shall be approved by the Board of the Party No. 2 and development/building permissions shall be issued as per the applicable Zoning Regulations and Building Bye-laws.

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आवेदन सं०: 202200905017607

अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 13443

वर्ष: 2022

प्रतिफल- 0 स्टाम्प शुल्क- 100 बाजारी मूल्य- 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग: 160

श्री उ प्र आवास एवं विकास परिषद् अयोध्या द्वारा
भगवान राम अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व राज रूप राम
व्यवसाय : नौकरी
निवासी: उ प्र आवास एवं विकास परिषद् अयोध्या

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श्री, उ प्र आवास एवं विकास परिषद् अयोध्या भगवान राम अधिकृत
द्वारा पदाधिकारी/ प्रतिनिधि
ने यह लेखपत्र इस कार्यालय में दिनांक
09/12/2022 एवं 04:19:29 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मस्त राम गुप्ता ...प्रभारी....
उप निबंधक :सदर
अयोध्या
09/12/2022

मस्त राम गुप्ता .
निबंधक लिपिक
09/12/2022



27. That neither the Party No.1 shall pay any development fee or other charges in lieu of reconstituted plots allotted to them nor the Party No.2 shall pay any compensation towards the land transferred free-of cost by the Party No.1 in favor of party No.2.
28. That the land reserved for roads, parks & open spaces, infrastructural facilities and community facilities and the share of party No.2 in the Land Pooling Scheme shall be transferred free-of cost in favour of Party No.2 which shall be exempt from payment of stamp duty. Similarly, the reconstituted plots to be transferred in favor of Party No.1 after the development of land, shall also be exempt from payment of stamp duty. However, stamp duty shall be payable on further sale/transfer of developed land both by the Party No.1 and Party No.2 as per the applicable laws.
29. That in case it is not possible to allot reconstituted plot of minimum 25 sqm. To a marginal farmer, the Party No.2 may buy the share of such land owner on the sector rate of the scheme or allot additional land at a rate determined for the first allotment so that the minimum area of the reconstituted plot becomes 25 sqm. Besides, the Party No.2 shall also pay to such marginal farmer an amount equal to minimum wage of a laborer for the entire project period.
30. That after completion of the Land Pooling Scheme in all respects, the Party No. 2 shall inform and deliver possession of the "Reconstituted Plots" which are allotted to the Party No. 1 under the Allotment Letters/Conveyance Deed by duly obtaining acknowledgement in writing from the Party No.1.
31. That after handing over of the "Reconstituted Plot", the Party No. 1 shall be at liberty to sell/allot their share of the plots and to enter into any contract or agreement for the allotment or sale of such plots at such price and on such terms and conditions as the Party No. 1 may think fit. All such allotments/sale shall be made by the Party No. 1 at their own cost and risk and the Party No. 1 shall alone be responsible to such parties in connection with all such transactions.
32. That the Party No. 2 shall be entitled to advertise for sale of its share to third parties and enter into agreements, receive consideration issue receipts, appropriate the proceeds, execute Sale Deeds or other conveyance to such third party purchasers and present the same for registration and the Party No. 1 shall not have any objection in this regard.
33. That till transfer of services of the developed Scheme to the urban local body for maintenance under section-34 of the U.P. Urban Planning and Development Act, 1973, the party No.2 shall maintain the same in accordance with provisions of section-33 (4A) of the above Act for which maintenance charges shall be recovered from the beneficiaries.
34. That this Agreement shall remain effective from the date of its signing till the completion of the Land Pooling Scheme and during such period Schedule 'A' property shall remain temporally transferred in favour of the party No.2 to enable completion of all development works without any hindrance.
35. That the Party No. 1 shall not seek stay or stoppage of the development work on the Schedule 'A' Property and they are entitled for damages for breach of any terms of this agreement by the Party No. 2.
36. That in the event of any dispute with regard to terms and conditions of this agreement, the same shall be referred to the decision of an Arbitrator, to be appointed by the government under the provisions of the Arbitration and conciliation 'Act, 1996. Place of arbitration shall be Lucknow.

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 09/12/2022

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37. That the Party No. 2 reserves the right to cancel this Agreement at any point of time without assigning any reason thereof.
38. That if any type of Construction is found in any part of Land, in such case First Party will remove such construction on own cost. otherwise if Party No. 1 will failed in such case agreement deemed to be cancelled.
39. The said development contract is being executed under a condition that if any error is found in the assessment made by the Revenue Department, Ayodhya then the share assessment done will be considered modified to the extent that it will be acceptable to the parties.
40. As per Uttar Pradesh Government Stamp and registration anubhag -2 notification number 8/2019/684/94 stamp registration -2-2019-700(394)/2017 dated 05 november 2019 stamp duty has been exempted under land pool scheme for development of land by U.P. Housing and Development Board.
41. That the Rs.100/- Stamp Paper has been annexed.
E Stamp No. IN-UP 738826465672360 From Date - 09.12.2022 Rs.100/-

Sl.NO.	Name of the Land Owner	Name of Revenue Village, Tehsil & Distt.	KhataNo.	KhasraNos.	Area(Hect.)
1.	Smt. Anupam Singh W/O Kaushlendra Pratap Singh	Shahnewajpur Manjha, Pargana Haweli Awadh, Tehseel Sadar, District Ayodhya	00459	686	0.0790
TOTAL					0.0790

Boundry Of The Land Khasra No. 686 :-

East :- Khashra no. 670, 671 |

West :- Chakmarg |

North :- Khashra no. 685 |

South :- Khashra no. 679 |

Location and extent of above land is earmarked on the enclosed Sajra Plan.

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आवेदन सं०: 202200905017607

बही सं०: 1

रजिस्ट्रेशन सं०: 13443

वर्ष: 2022

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विक्रेता: 1

श्रीमती अनुपम सिंह, पत्नी श्री कौशलेन्द्र प्रताप सिंह

निवासी: कोल्हमपुर विशेष तरबगंज गोण्डा

व्यवसाय: अन्य

क्रेता: 1 अनुपमा सिंह

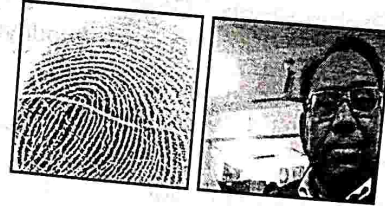


श्री उ प्र आवास एवं विकास परिषद् अयोध्या के द्वारा
भगवान राम, पुत्र श्री स्व राज रूप राम

निवासी: उ प्र आवास एवं विकास परिषद् अयोध्या

व्यवसाय: नौकरी

ABRAM



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री राम अभिलाख यादव, पुत्र श्री स्व सुरज यादव

निवासी: कार्यालय तहसील सदर अयोध्या

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री रामबृक्ष सिंह यादव, पुत्र श्री बद्री सादव

निवासी: निर्माण खण्ड अयोध्या। अयोध्या

व्यवसाय: नौकरी

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे
नियमानुसार लिए गए हैं।
टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मस्त राम गुप्ता ...प्रभासी...
उप निबंधक: सदर
अयोध्या
09/12/2022

IN WITNESS WHEREOF, the Party No. 1 and Party No. 2 signed on all pages and all other parties hereto have put their hands and subscribed their signatures in the last page of this Agreement, with free will and consent on the above mentioned day, month and year, in the presence of the following witnesses: -

WITNESS-1:



रामअमिलाकुमार

बि. स्व. सुरजू यादव

स्वा. कार्यालय तहसील

सदर अयोध्या

मो. नं. 9450816666

WITNESS-2:



रामलाल सिंह यादव

जीवडी यादव

मि. आर. अयोध्या

मो. नं. 9189081557

अनुपमा सिंह
PARTY NO. 1

ABRAM
PARTY NO. 2

Drafted by - Onkar Nath Singh

Advocate

Mobile No. 9415010001

Date: 09.12.2022

आवेदन सं०: 202200905017697

बही संख्या 1 पृष्ठ संख्या 255 के पृष्ठ 259 से 274 तक
क्रमांक 13443 पर दिनांक 09/12/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मस्त राम गुप्ता ...प्रभारी...

उपनिबंधक : सदर

अयोध्या

09/12/2022

