

1112/05

100Rs.

261



In pursuance of the order of the Collector No. 2913 dated 10-12-05 passed under section 10-A of the stamp act it is certified that an amount of Rs. ₹ 433500.00 has been paid in cash as stamp duty in respect of this instrument in the Sub Treasurer/State Bank of India Lucknow B. Chella... 013/009 dated 7-12-05 which is annexed herewith.

प्रकार नाम

किसी कि इस इकाई/नामा के

किस नं०..... 1000..-

किस दिनांक विलय नं० dated: 10-12-05

किस क्रमांक 10738/114

किस प्रकार (प्रितीय)

117/114 Typed agreement to sell between Lucknow Development Authority and M/s Rohtas Projects Limited, 67, Halwasiya Market, 1st floor, Hazratganj, Lucknow is annexed herewith.

प्रभारी अधिकारी सम्पादन
लखनऊ विभाग

For ROHTAS PROJECTS LIMITED

DIRECTOR

27538

| | | |
|--------------|---|---------------------|
| Ward | : | Chinhhat |
| Valuation | : | Rs. 14,43,29,250.20 |
| Stamp duty | : | Rs. 1,44,33,500.00 |
| Advance paid | : | Rs. 5,41,29,559.00 |

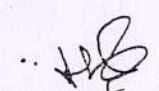
AGREEMENT TO SELL

THIS AGREEMENT TO SELL entered BETWEEN LUCKNOW DEVELOPMENT AUTHORITY a body corporate constituted under section 4 of the Uttar Pradesh Urban Planning and Development Act. 1973 through Prabhari Adhikari Sampatti Shri Ashok Pal Singh, office situated at Pradhikaran Bhawan, Vopin Khand, Gomti Nagar Scheme, Lucknow (hereinafter referred to as "SELLER/ FIRST PARTY / LDA" which expression unless repugnant to the context shall always mean and include the seller itself. its executers, administrators, legal representatives and assigns) on the ONE PART.

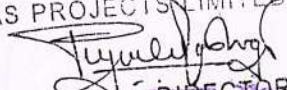
AND

M/s Rohtas Projects Limited, Regd. Office: 67, Halwasiya Market 1st floor Hazratganj, Lucknow through Director Sri. Piyush Rastogi, S/o Sri. Lakshmi Chandra Rastogi hereafter referred to as "PURCHASER/SECOND PARTY", which expression unless repugnant to the context shall always mean and include the purchaser himself his heirs, successors, legal representatives and assigns) on the OTHER PART.

WHEREAS the First Party/Seller for the planned development of Lucknow has acquired the land under Ujariyaon Housing Scheme under the provisions of Land Acquisition Act 1894 according to


प्रमोदी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED


DIRECTOR

पटन किया.....

श्रवण किया.....

NO 17538

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law and has developed the scheme as Gomti Nagar in the interest of public and as such the seller is sufficiently possessed the land and is entitled to make the allotment of the same to the prospective applicants under the terms and conditions mutually agreed between both the parties.

AND WHEREAS for the disposal of the land reserved for Commercial purposes the sealed tenders were invited by publication in the daily news paper in Dainik Jagran and Hindustan. After publication through the daily news paper tenders were received in the office and therefore in open auction between contenders the bid offer of the second party was found to be the highest and the committee recommended the said highest bid of the second party on 22.06.2005 with certain terms and conditions and forwarded for approval which was approved by the vice chairman on 11.07.2005 with certain terms and conditions and the information of acceptance of tender pertaining to plot No. T.C.G. - 4/4

Vibhuti Khand , Gomti Ngar Scheme , Lucknow was send to the second party by the secretary I.D.A. vide letter no. 211 Vyavastha Adhikari/05 dated 16.08.2005 and through the said letter the second party was directed to make deposit of the rest amount upto 30% so that the allotment letter may be issued to the second party .

AND WHEREAS, the second party has deposited the 30% amount worth Rs. 3,86,59,620.06 (Rupees Three Crore Eighty Six Lac Fifty nine Thousand Six Hundred Twenty and Six Paise Only) as advance payment and rest has been agreed to be deposited in 10 equal half yearly installments with interest @ Rs.1,22,56,076/- (Rupees One Crore Twenty Two Lac Fifty Six Thousand Seventy Six Only). for installments to be paid on the due date on 12th day of March and 12th day of September of each year as half yearly

H.S.
प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED


DIRECTOR
श्रवण किवी

17538

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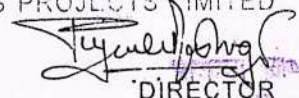
installments commencing from 12.03.2006. The first installments is due on 12.03.2006 and likewise onward which is morefully detailed below. The second party has also made the payment of 12% free hold charges amounting to Rs.1,54,63,850/= (Rupees One Crore Fifty Four Lac Sixty Three Thousand Eight Hundred Fifty Only) and sewer charges Rs. 3,000/- with Misc. expenses Rs.500/- also stands paid by the purchaser.

AND WHEREAS, the second party has also agreed to abide by all the rules, regulations, conditions, bye-laws of Lucknow Development Authority as well as of the Government Orders issued from time to time including the terms as contained in the tender form and separately annexed thereto. The second party further covenant with the first party to abide by the terms and conditions as contained in the present deed and has requested to execute the agreement to sale.

HENCE THIS AGREEMENT TO SELL WITNESSETH AS
UNDER :-

1. That one commercial Plot No. T.C.G. - 44 situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow bearing estimated area of 20717.91Sqm. Was allotted on lease to the second party on payment of premium amount of Rs.12,88,65,400.20 (Rupees Twelve Crore Eighty Eight Lac Sixty five Thousand Four Hundred and Twenty Paise Only) as well as the lease rent payable @1% of the premium amount per annum amounting to Rs.12,88,654 (Rupees Twelve Lac Eighty Eight Thousand Six Hundred and Fifty Four Only) per annum for commercial - cum - group housing purposes on the said plot of land with certain

For ROHTAS PROJECTS LIMITED


DIRECTOR


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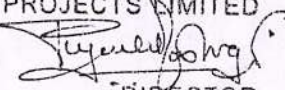
terms and conditions as laid down in this deed, the commercial centre as detailed in clause 8 to be constructed in accordance with the approved map duly sanctioned from the competent authority/L.D.A. Lucknow in this regard which plot of land has been delineated and marked with red colour in the annexed plan with this deed.

2. That vide Government order dated 10.05.1995 the lease hold properties were directed to be converted into free hold as such upon realizing 12% charges of the premium amount towards free hold the seller has agreed to sell the aforesaid land as free instead of lease hold in consideration amounting to Rs. 14,43,29,250.20/= (Rupees Fourteen Crore Forty Three Lac Twenty Nine Thousand Two Hundred Fifty and Twenty Paise Only)

3. That the purchaser has made part payment of 30% amount of the premium amount worth Rs. 3,86,59,620.06 (Rupees Three Crore Eighty Six Lac Fifty nine Thousand Six Hundred Twenty and Six Paise Only) and has also paid the free hold charges @ 12% amounting to Rs. 1,54,63,850/= (Rupees One Crore Fifty Four Lac Sixty Three Thousand Eight Hundred and Fifty Only). The purchaser has also paid the water, sewer charges Rs. 3,000/- and Misc. expenses Rs. 500/- as such the total payment made by the purchaser to the seller except the installments comes to Rs. 5,41,29,559.00 (Rupees Five Crore Forty One Lac Twenty Nine Thousand Five Hundred Fifty Nine Only). And the purchaser has agreed to pay the rest amount in 10 half yearly installments @ Rs. 1,22,56,076/= (Rupees One Crore Twenty Two Lac Fifty Six Thousand Seventy Six Only), with interest @ 12% per annum if paid on due date and in case the second fails to make payment of the installment on due date then the penal interest shall be.


प्रभासी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED


DIRECTOR


नगरपालिका संघ
पञ्चमाला 7538
नगरपालिका संघ

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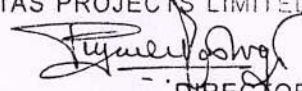
charged @ 15% quarterly rest. The installments with 12% interest shall be payable as follows :-

| Installment No. | Installment Amount | Due Date |
|-----------------|--------------------|------------|
| 01 | 1,22,56,076/- | 12.03.2006 |
| 02 | 1,22,56,076/- | 12.09.2006 |
| 03 | 1,22,56,076/- | 12.03.2007 |
| 04 | 1,22,56,076/- | 12.09.2007 |
| 05 | 1,22,56,076/- | 12.03.2008 |
| 06 | 1,22,56,076/- | 12.09.2008 |
| 07 | 1,22,56,076/- | 12.03.2009 |
| 08 | 1,22,56,076/- | 12.09.2009 |
| 09 | 1,22,56,076/- | 12.03.2010 |
| 10 | 1,22,56,076/- | 12.09.2010 |

4. That it is further agreed that in case the purchaser fails to make deposit of the aforesaid half yearly installments for continuous three months then penal interest @ 15% quarterly rest shall be charged and if two half yearly installments may become due at a time then the allotment of land shall be cancelled and 10% of the initial amount shall be forfeited and the balance amount paid by the purchaser shall be refund without interest. In the event of such forfeiture the second party shall have to remove the structure raised on the spot by him within a period of 30 days from the date of forfeiture. If the second party fails to remove the structure then the said structure, if any existing on the spot shall vest into the first party who shall be at liberty either to get the structure removed or to dispose off in the same condition after re-entering into the premises in question. If the first may opt to dispose off the land with structure to anybody then the cost of structure as may be determined by the Vice Chairman L.D.A. shall be refunded to the second


प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED


DIRECTOR

सकल रकम
पुस्तक क्रमांक १
श्रवण किया

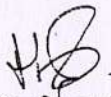
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party after deducting the expenses incurred by L.D.A. in this regard

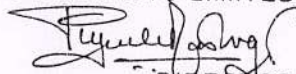
5. That after the full payment of balance amount made by the second party to the first party and after accounting of the same along with interest and entire dues and charges which so ever may be found payable and leviabale pertaining to the aforesaid plot of land and having paid by the second party the final sale deed shall be executed by the seller.

6. That in case the second party becomes defaulter in making payment of the rest amount for a continuous period as aforesaid then the first party shall be at liberty either to realize the rest amount with interest as aforesaid as arrears of land revenue by issue of the R.C. or to recover the entire dues including the rest amount whatsoever it may be found due with disposal of the part of the aforesaid plot of land upto an extent through which the amount of the first party may be recovered.

7. That the possession of the allotted land has been delivered to the second party and the party shall be bound to raise construction upon the said plot of land within a period of five years in accordance with the sanctioned map duly approved from the competent authority. If the second party fails to complete the constructions within a period of five years from the date of possession then levy charges shall be payable after expiry of five years @2% per annum the second party shall be bound to submit the map immediately and thereby to get the map approved from the competent authority at earliest possible after completion of all the formalities in this regard. The maximum period allowed in this regard shall be one year.


प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED


DIRECTOR

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8. That so far the land use of the allotted land is concerned in this regard it is clarified that the second party shall have to construct and use the same for commercial purposes on the ground floor while the first floor and so on may be used for the office/group housing purposes. And there shall be no change in the plan except with prior permission of the competent authority in this regard in writing.

9. That the ground coverage shall be permissible maximum 30% of the land area and the F.A.R. shall be 2.0.

10. That the set backs shall be applicable in accordance with भवन निर्माण एवं उपविधि 2000


11. That the perking shall be provided by the second party as mentioned in clause 5 of the terms and conditions of the tender/auction which read as follows :-

“पार्किंग - प्रति 100 वर्गमीटर तल क्षेत्रफल समान कार स्थल 1.5”

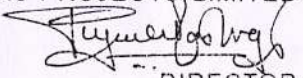
12. That the purchaser shall also be bound to raise construction with a provision of anti earthquake system including the provision for rain water harvesting.

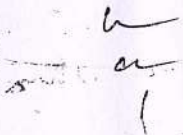
13. That the second party shall has to obtain the permission regarding construction from Nagar Nigam, State government, Central government and other organizations as may be applicable there at his own cost and expenses.

14. That in case at any time it may be found that the second party has obtained the allotment by fraud or misrepresentation, undue influence etc. then the allotment will be cancelled and if a sale deed is executed on the basis of


प्रकारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED


DIRECTOR


संख्या सं. 538
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Such allotment fraud, undue influence etc. then the sale deed will also be cancelled and 50% of the sale price will be forfeited.

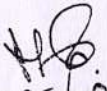
15. That the purchaser shall have no right to make transfer of land by making subdivision of the plot by metes and bounds allotted to him or to make land use other than the purposes it is meant for as described in paragraph 8 above. It is hereby provided that in case of violation of the said term the vice chairman L.D.A. shall have power to cancel the allotment or take any other action as may be deemed fit and proper.

16. That the purchaser shall pay all the taxes, charges and other thing which may be lawfully levied and imposed by any local authority State or Central Government or any other competent authority.

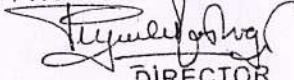
17. That the land has been allotted on the principle of as it is where it is and only external development like approach road, S.W.Drain, Trunk Sever and source of electricity shall be provided. The seller shall not be responsible for any water system or source and the purchaser shall have to develop its own plot out of its own cost and expenses.

18. That the purchaser covenant with the seller to abide by all the rules, regulations and order passed by L.D.A./State Government from time to time and the same shall be binding and applicable upon the purchaser.

19. That if the purchaser fails to comply with terms and conditions of this agreement to sale then the vice chairman shall have power to take appropriate action against the purchaser which may be deemed fit and proper.


प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED


DIRECTOR

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~~ROHTAS PROJECTS LIMITED~~

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20. That no legal proceedings of any kind may be commenced beyond the territorial limits of Lucknow.

21. That in case of any dispute arising out of these presents pertaining to the property in question, then the matter shall be referred for Arbitration and the vice chairman shall be entitled to nominate and appoint the arbitrator for referring the disputes, if any; the disputes resolved through such arbitrator shall be final and binding upon both the parties.

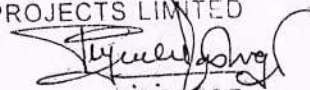
22. That the terms of allotment including the terms as contained in the tender notice and terms issued for submission of tender shall also be equally applicable and binding upon the purchaser along with other rules and regulations and government orders issued from time to time.

23. That the allotment committee of commercial plot officials of LDA shall have right to inspect the premises in question and inspecting officer shall have right to give necessary instruction to be followed by the purchaser in accordance with the sanctioned plans and purchaser shall have to follow the said instructions.

24. That it is to clarify and the purchaser has undertaken and covenant with the seller that in case of any omission or misinterpretation of any rule or directions or miscalculation the premium/ consideration amount may be found as less charged, in all such circumstances the purchaser shall be bound to remove such deficiency and shall make the payment good as may be actually admissible according to law and thereby to remove the deficiency if any; what so ever it may be.


प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED


DIRECTOR

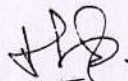
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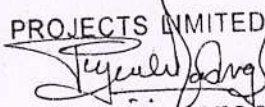
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25. That the second party shall have no right to mortgage, transfer or assign the property in question at any time before getting the sale deed in his favour without previous sanction and written permission of the vice chairman or any other officer duly authorized by him. However the second party may mortgage the demised premises in favour of the State Central Government/ Financial Institution/ commercial bank for raising loans for development and repayment of L.D.A. dues. The first party shall have first charge upon the demised premises for the amount of unpaid consideration, interest and any other dues thereon.

26. That the purchaser can book and allot the saleable units of the commercial cum group housing project to the prospective buyers. However conveyance/sale deeds shall be executed only after payment of the entire dues of L.D.A. pertaining to the said plot.

27. That the respective allottee of the purchaser shall have a right to mortgage their respective allotted units subject covenant of this agreement by making of land cost to L.D.A. through purchaser in proportion to the land covered under the said allotted units. It is further provided that the L.D.A. shall always have first lien and charge over the demised property till the entire dues, sale consideration including interest, if any and other charges are fully and finally paid to L.D.A. The terms and conditions of this agreement shall be equally applicable through purchaser upon the allottee of the purchaser at the sale deed of the prospective allottees on purchaser shall not be executed till the sale deed is finally executed by L.D.A. in favour of the second party.


प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED

DIRECTOR

नकल सं. No 1753A
पठन किया.....
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18. That the expenses towards payment of stamp duty and other Misc. expenses and incidental pertaining to execution and registration of the document to sell as well as sale deed shall be born by the second party.

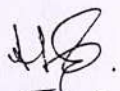
19. That the purchaser has paid the sewer charges Rs.3000/= Misc. expenses Rs.500/= but the valuation for the purposes of payment of stamp duty upon this document the premium amount is Rs.12,88,65,400.20 (Rupees Twelve Crore Eighty Eight Lac Sixty five Thousand Four Hundred and Twenty Paise Only) and 12% free hold charges is Rs.1,54,63,850/=(Rupees One Crore Fifty Four Lac Sixty Three Thousand Eight Hundred and Fifty Only) total comes to Rs.14,43,29,250.20/=(Rupees Fourteen Crore Forty Three Lac Twenty Nine Thousand Two Hundred Fifty and Twenty Paise Only) Upon which the stamp duty worth Rs.1,44,33,000/= is payable . A sum of Rs.100/= towards agreement to sell is additionally payable as such the total payment of stamp duty worth Rs. 1,44,33,500/= has been paid herewith by the second party at the time of agreement through this deed which stamp duty shall be adjusted at the time of sale deed.

SCHEDULE OF PROPERTY

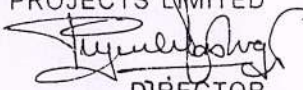
All that piece and parcel of commercial/ official group housing Plot No. T.C.G. 4/4 bearing an area of 20717.91 Square meters (Twenty Thousand Seven Hundred Seventeen point ninety one square meters), situated at Vibhuti Khand, Gomti Nagar Scheme, Lucknow delineated and marked with red colour in the annexed site plan which is bound as below :-

East : T.C.G. - 5

West : 30.00 Mt- Road


प्रमारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण

For ROHTAS PROJECTS LIMITED


DIRECTOR

No 17538
नकल से.....
पठन किया.....
दिना

(12)

North : Part T.C.G. - 1 & Park
South : 30m Road

IN WITNESSES WHEREOF I, Ashok Pal Singh as Prabhari
Sampatti, Lucknow Development Authority, Lucknow for
and on behalf of the seller and Sri. Piyush Rastogi as director for and
on behalf of the second party / purchaser have appened our hands to
these presents in presence of the witnesses at Pradhikaran Bhawan,
Khand, Gomti Nagar Scheme, Lucknow on the day, month and
year mentioned below.

Lucknow

Date : 23/12/2005

Witnesses :

SELLER / FIRST PARTY

Signature
Name Atal Bihari Tiwari

Father's name.....
Section Officer, L.D.A., Lucknow.

For ROHTAS PROJECTS LIMITED,

Signature
DIRECTOR

PURCHASER/SECOND PARTY

Signature.....
Name : Sunil Kumar Srivastava

Father's name : Sri. D.S. Srivastava

Address : 538 Ka/24/1 Trivenynagar,
Lucknow.

By:

Srivastava

Drafted By :

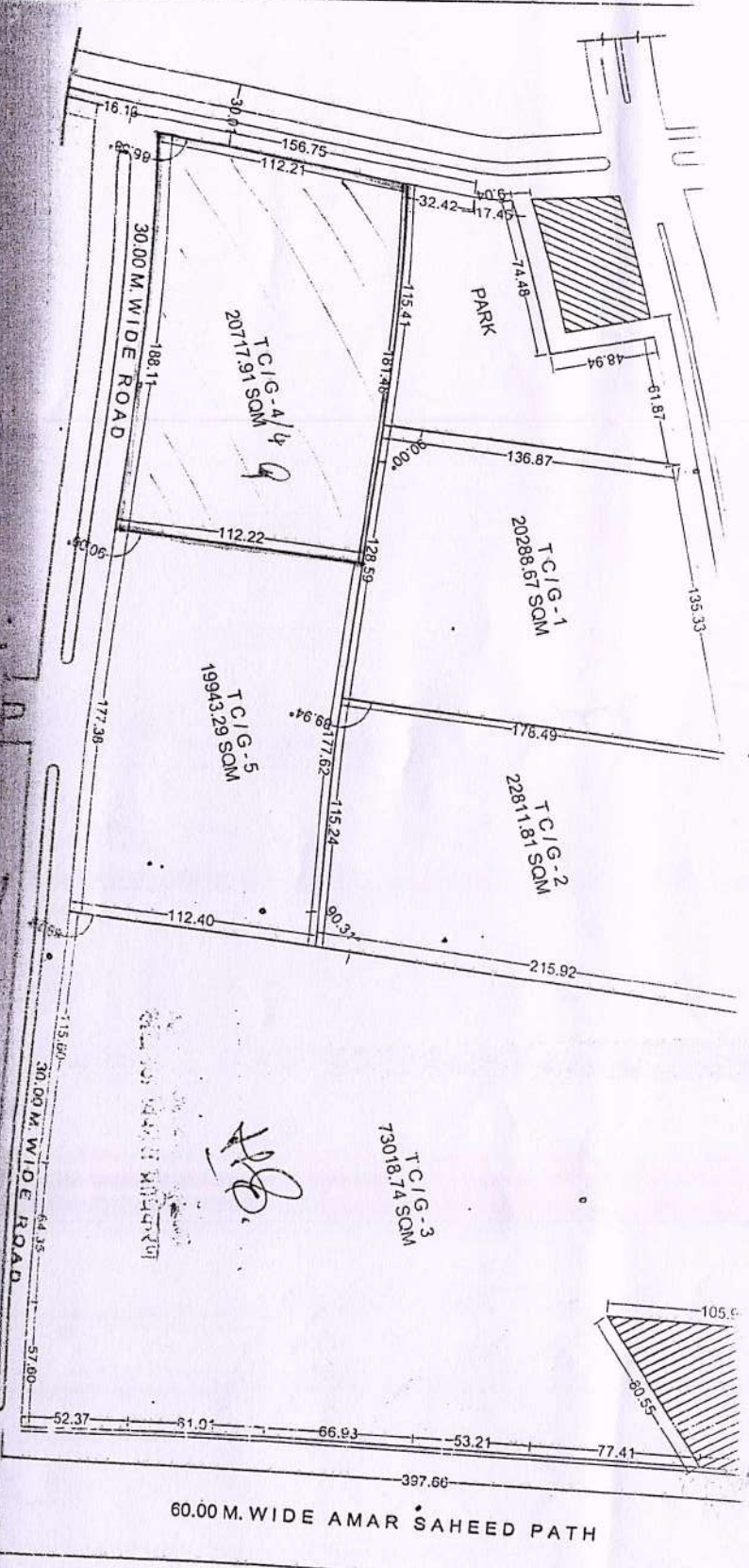
Signature
(Anoop Kumar Asthana)

Advocate

Chief Retainer/Standing counsel L.D.A.

No 17538

नाम सं०
पंजीकृत सं०
पठन क्रमांक



PLOT NO. TC/G-4/4
 AREA OF PLOT: 20717.91 SQM

NORTH : PART TC/G-1 & PARK
 SOUTH : 3000 M. ROAD
 EAST : TC/G-5
 WEST : 30.00 M. ROAD

PART 1
 PART 2
 PART 3
 PART 4
 PART 5
 PART 6
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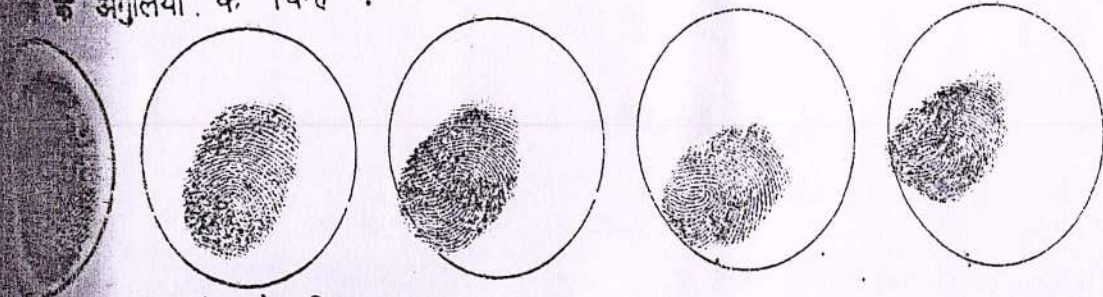
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 पठन किया.....
 श्रवण किया.....

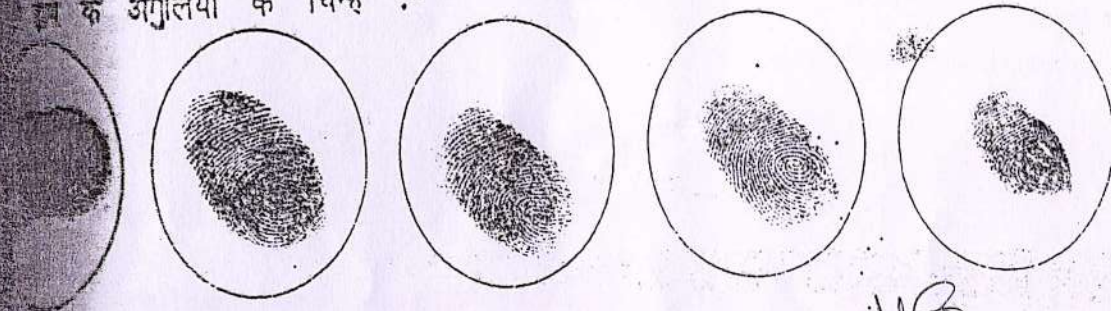
अधिनियम-1908 की धारा 32-ए के अनुपालन
हेतु फिंगर्स प्रिन्ट्स

अज्ञेता का नाम व पता :- ~~अशोक पाल सिंह उमरी अद्विकाठी~~
~~सम्पत्ति लखनऊ निवास अद्विकाठी लखनऊ~~

उसके अंगुलियों के चिन्ह :-

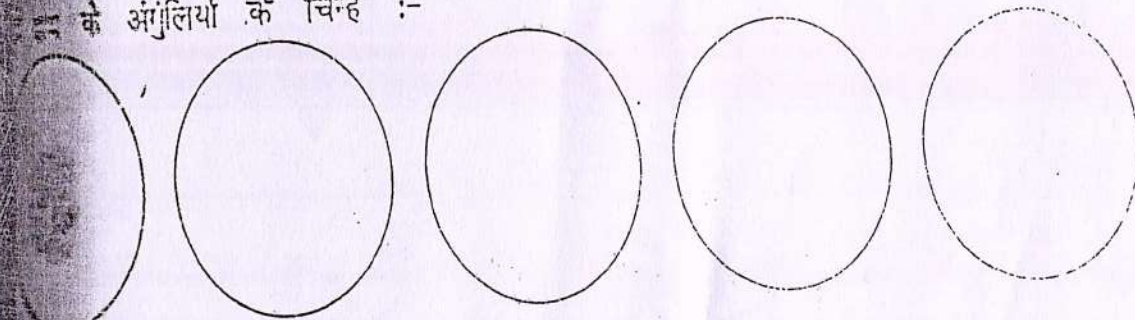


उसके अंगुलियों के चिन्ह :-

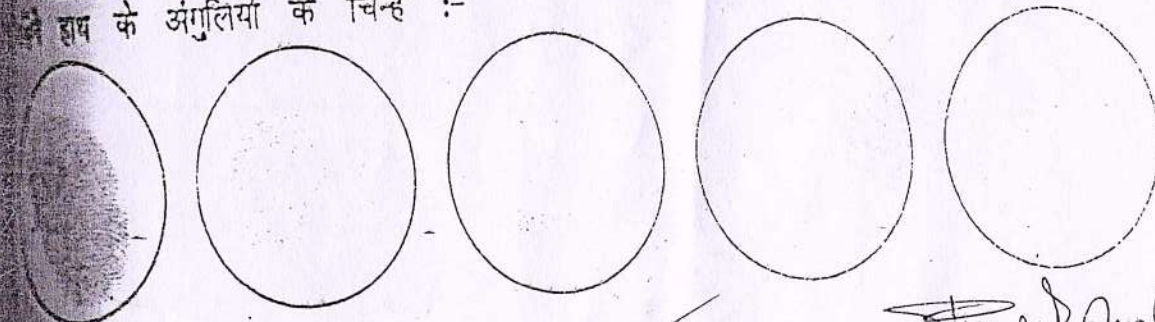


अज्ञेता का नाम व पता :- ~~विप्लव रत्नोगी डारमर रोहतास अद्विकाठी~~
~~लखनऊ~~

उसके अंगुलियों के चिन्ह :-



अज्ञेता के अंगुलियों के चिन्ह :-



HB
प्रस्तुतकर्ता/विक्रेता/क्रेता के हस्ताक्षर
विक्रेता/क्रेता के हस्ताक्षर
नकल सं. 538
पठन किया
श्रवण किया

आज दिनांक 23/12/2005 को
वही सं . 1 जिल्द सं 5455
पृष्ठ सं. 261 से 292 पर कमांक 11112
रजिस्ट्रीकृत किया गया ।

ओ पी सिंह
उप निबन्धक (द्वितीय)
लखनऊ
23/12/2005

छाया प्रति प्रमाणित

उप निबन्धक, (द्वितीय)
लखनऊ

8/9/11

