

12/08/2019 04:12 AM

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिवन्धक सदर प्रथम प्रयागराज क्रम संख्या 2019018027810

आवेदन संख्या : 201900890022520

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2019-12-05 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम असलम कादर खान

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 62500000 / 62500000

1. रजिस्ट्रीकरण शुल्क 20000

2. प्रतिलिपिकरण शुल्क 80

3. निरीक्षण या तलाश शुल्क

4. मुख्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 20080

शुल्क वसूल करने का दिनांक 2019-12-05 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2019-12-05 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रयागराज
भाग 1



सत्यमव जयते

6798-19



INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP06978281129126R
Certificate Issued Date : 05-Dec-2019 12:42 PM
Account Reference : SHCIL (Fl)/ upshcil01/ ALLAHABAD1/ UP-AHD
Unique Doc. Reference : SUBIN-UPUPSHCIL0108298027649368R
Purchased by : SHERVANI INDUSTRIAL SYNDICATE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : House No. 36 S.N. Marg Plot 26C/4 Civil Station Gram Nasibpur Baktiyara Mazra Chhikatpur Prayagraj
Consideration Price (Rs.) : 6,25,00,000
(Six Crore Twenty Five Lakh only)
First Party : A Q Khan R Q Khan S N KHAN AND FARAH IQBAL ZAFAR
Second Party : SHERVANI INDUSTRIAL SYNDICATE LIMITED
Stamp Duty Paid By : SHERVANI INDUSTRIAL SYNDICATE LIMITED
Stamp Duty Amount(Rs.) : 43,75,000
(Forty Three Lakh Seventy Five Thousand only)



-----Please write or type below this line-----

Hamid Khan



Rokan



Saka Khan



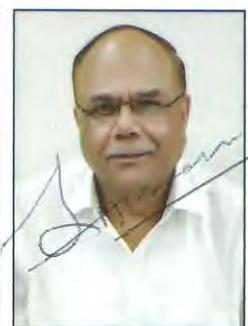
Farah Zafar



TQ 0004028986

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.



Identified the photograph
Kumar Dev
05-12-19

BUILDER'S AGREEMENT

THIS INDENTURE made on this 5th day of December 2019

BETWEEN

1. Aslam Qadar Khan
[Aadhaar No.799610940246 & PAN- ADAPK7408H]
Occupation: Business
Son of Late R.U. Khan
R/o.36, Sarojini Naidu Marg,
Distt. Prayagraj, Uttar Pradesh-211001
(Mobile.9810032966)
2. Rafi Qadar Khan
[Aadhaar No.206319952942 & PAN-ADAPK7394J]
Occupation: Service
Son of Late R.U. Khan
R/o-D-4,902, The Legend, Sushant Lok-3, Sector-57,
Distt. Gurgaon (Haryana)-122011
(Mobile. 9910049810)
3. Saba Noor Khan
[Aadhaar No.296580828799 & PAN- AIBPS9642M]
Occupation: Business
Daughter of Late R.U. Khan
R/o House.No.6/405, M.G. Road Metro Station,
Heritage City, Chakarpur(74),
Distt.- Gurgaon (Haryana)-122002
(Mobile.9810033817)
4. Farah Iqbal Zafar
[Aadhaar No. 947052217712 & PAN-AABPZ4852G]
Occupation: House wife
Daughter of Late R. U. Khan
R/o.7/31, Tilak Nagar, Thana Kohna, Kanpur, Nawabganj,
Distt. Kanpur Nagar, Uttar Pradesh-208002
(Mobile.9839158147)

Aslam Khan



Rafi Khan



Saba Khan



Farah Zafar



Farah Zafar



[3]

(Hereinafter referred to be as "THE OWNERS- FIRST PARTY"); which term shall always mean and include their heir(s), Legal Representative(s), Successor(s), executor(s) and assignee(s); unless expressly excluded.

A N D

M/s Shervani Industrial Syndicate Limited (CIN:L45202UP1948PLC001891 & PAN: AAHCS3869D), a Limited Company registered within the meaning of the Companies Act, 2013 having its registered office at Shervani Nagar, Sulem Sarai, Harwara Prayagraj, through its Director, (Corporate Affairs), Sri Sadiq Husain Siddiqui (Voter ID No.YYU0591735) son of Late Faiyaz Husain Siddiqui.

[Mobile No. 9415218149]

(Hereinafter referred to be as "THE BUILDER - SECOND PARTY"); which term shall always mean and include its successors(s), Legal Representative(s), executor(s) and assignee(s); unless expressly excluded.

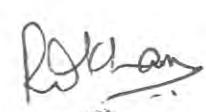
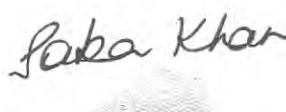
WHEREAS the Owners First Party owns and possesses Free Hold Plot No.26C Sub Divided Plct No. 26C/4, Civil Station, Gram Nasibpur Bakhtiyara, Mazra – Chhikatpur, Pargana and Tehsil-Sadar District – Prayagraj Area – 1067 79 Sq. Meters and the building situated thereon bearing Municipal No. 36, Sarojini Naidu Marg, Prayagraj.

WHEREAS the owners are interested in developing the aforesaid plot by construction of "Multi Storeyed Residential Complex".

WHEREAS the Builder- Second Party offered to develop the said multistoried residential complex and the said offer has been accepted by the owners First Party on the terms and conditions given in this Builder's Agreement.

AND WHEREAS the Owners First Party has represented and assured the Builder Second Party as follows:-

1. The Owners First Party has not entered into any Agreement of either sale or mortgage or development of the said premises with anyone else in the past.
2. The property is free from all encumbrances in any way.
3. There is no legal dispute pending against the aforesaid site.

आवेदन सं०: 201900890022520



विक्रय अनुबंध विलेख (बिल्डर)

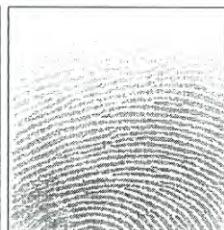
बही सं०: 1

रजिस्ट्रेशन सं०: 6798

वर्ष: 2019

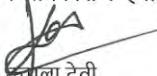
प्रतिफल- 62500000 स्टाम्प शुल्क- 4375000 बाजारी मूल्य - 62500000 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 80 योग : 20080

श्री असलम कादर खान,
 पुत्र श्री स्व० आर यू खान
 व्यवसाय : व्यापार
 निवासी: ३६, सरोजिनी नायडू मार्ग, प्रयागराज



ने यह लेखपत्र इस कार्यालय में दिनांक 05/12/2019 एवं 04:16:37 PM बजे
 निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


 कमला देवी
 उप निबंधक : सदर प्रथम
 प्रयागराज
 05/12/2019

 हसनैन अहमद नियमित
 निबंधक लिपिक



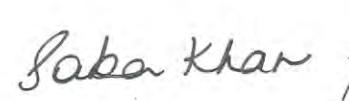
[4]

4. That except the Owners First party or their successors, nobody else has any right or title, interest, claim or demand whatsoever or howsoever into or upon the said property.
5. That there is no notice of acquisitions or requisition received or pending in respect of the above Free Hold Plot No.26C Sub Divided Plot No. 26C/4, Civil Station Area – 1067.79 Sq. Meters and the building situated thereon bearing Municipal No. 36, Sarojini Naidu Marg, Prayagraj.

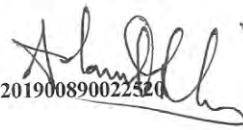
AND WHEREAS the Builder Second Party has decided to develop the aforesaid property of the owners i.e. Plot No.26C Sub Divided Plot No. 26C/4, Area – 1067.79 Sq. Meters.

NOW THE OWNERS FIRST PARTY AND THE BUILDER SECOND PARTY HERETO COVENANTS AS UNDER: -

1. That the Owners First party do hereby declare that Plot No. 26C/4, Sarojini Naidu Marg, Allahabad comprising area 1067.79 Sq. Meter and the building situated thereon bearing premises No. 36, Sarojini Naidu Marg, Allahabad is exclusively owned and possessed by the Owners First party and is free from any encumbrances, lien or charges.
2. That the Builder-Second Party shall get development plan of the proposed multi storeyed residential complex approved by the Prayagraj Development Authority, Prayagraj to develop aforesaid Plot No.26C Sub Divided Plot No. 26C/4, Sarojini Naidu Marg, Prayagraj Area – 1067.79 Sq. Meter.
3. That the Builder Second party will also be entitled to submit revised plan under the signature of the First Party before Prayagraj Development Authority, Prayagraj as may be agreed between the owners First Party and builder Second Party.

आवेदन सं०: 201900890022520



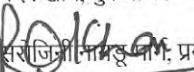
बही सं०: 1

रजिस्ट्रेशन सं०: 6798

वर्ष: 2019

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

श्री असलम कादर खान, पुत्र श्री स्व० आर यू खान

निवासी: ३६,  सराजीनगर, प्रयागराज

व्यवसाय: व्यापार



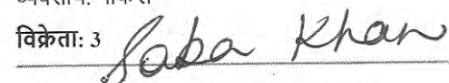
विक्रेता: 2

श्री रफी कादर खान, पुत्र श्री स्व० आर यू खान

निवासी: डी-४, ९०२, दि लीजेंड, सुशांत लोक-३, सेक्टर-५७,
गुडगाँव (हरियाणा)

व्यवसाय: नौकरी

विक्रेता: 3


सुश्री सबा नूर खान, पुत्री श्री स्व० आर यू खाननिवासी: हाउस न०-६/४०५, एम०जी० रोड, मेट्रो स्टेशन, हेरिटेज
सिटी, चकरपुर ७४, गुडगाँव, हरियाणा

व्यवसाय: व्यापार

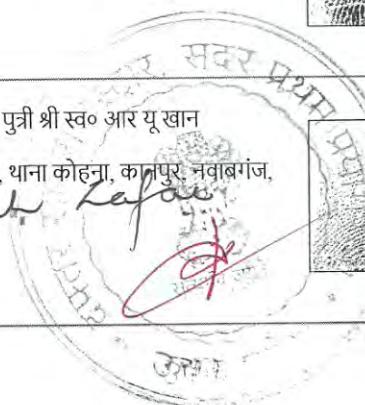
विक्रेता: 4

सुश्री फराह इकबाल ज़फर, पुत्री श्री स्व० आर यू खान

निवासी: ७/३१, तिलक नगर, थाना कोहना, कानपुर, नवाबगंज,
जिला-कानपुर नगर

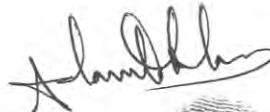
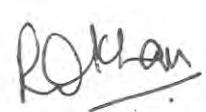
व्यवसाय: गृहिणी

क्रेता: 1



[5]

4. That the Builder Second Party shall construct the Multi Storeyed Residential Apartment over the aforesaid Plot No.26C Sub Divided Plot No. 26C/4, Sarojini Naidu Marg, Prayagraj Area- 1067.79 Sq.Meter at its own cost and fund.
5. That the funds for construction and development of the plot in question shall be arranged by the builder alone. The Builder Second Party shall be entitled to mortgage the land for raising fund for the project, however the Builder alone shall be liable for repayment of the loan that may be taken by the Builder Second party.
6. That the Builder shall be responsible for construction and development of Multistoried building strictly as per sanctioned plan.
7. That the Builder alone shall be responsible for compliance of the terms and conditions imposed under RERA and shall also be responsible for compliance of building bye laws and regulations of local authority.
8. That the Builder Second Party shall develop residential complex covering the maximum permissible area under the rules and regulation of the Prayagraj Development Authority, Prayagraj. The Builder shall also be entitled to utilize any further FAR if permitted and allowed without cost during the progress of the project. The Builder shall also be entitled to purchase additional FAR at its own cost.
9. That the Builder Second Party shall get prepared the proposed development plan of multistoried residential complex in consultation with the owners and shall get it sanction by P.D.A. at its own cost, expenses and persuasion as soon as possible. The proposed development plan shall be submitted before P.D.A. by the Builder with the signature of the owners or their authorized representative.
10. That the Builder shall obtain all permission from different departments at its own costs and expenses and the owners shall cooperate in obtaining such permission.
11. That within a month from the date of sanction of Development Plan by P.D.A. Prayagraj for Group Housing Scheme the share/area of the owners in proposed Group Housing Scheme as agreed in Clause 17 of this agreement shall be marked on a copy of sanction plan which shall be duly signed by the Owners as well as by the Builder through its authorized representative. In case the allotted sq mt of saleable carpet area

श्री मेसर्स शेक्सनी इंडस्ट्रियल सिडिकेट लिमिटेड के द्वारा सादिक
हुसैन सिंहीकी, पुत्र श्री स्व० फैयाज हुसैन सिंहीकी

निवासी: प्लाट न०-३०, म्योर रोड, प्रयागराज

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: १

श्री इस्ताम अहमद, पुत्र श्री स्व० इम्तियाज अहमद

निवासी: २०५ एफ बी/के, कसारी मसारी, इलाहाबाद

व्यवसाय: नौकरी

पहचानकर्ता: २



श्री अब्दुर रहीम सिंहीकी, पुत्र श्री अब्दुल जब्बार

निवासी: बी-६७४/४, जी०टी०ली० नगर, करैली, इलाहाबाद

व्यवसाय: नौकरी



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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कमला देवी
उप निबंधक: सदर प्रथम
प्रयागराज
हसनैन अहमद. नियमित
निबंधक लिपिक



[6]

exceeds or falls short of the exact saleable carpet area of an apartment allotted to Owners under this agreement then such excess or short area will be adjusted as per mutual understanding of both the parties in order to compensate to each other.

12. That the Builder Second Party shall be responsible in respect of all/ any kind of claim or liability during construction period against worker/ or contractor engaged for.

13. That the Builder shall complete the construction of Multistoried building strictly as per sanction plan within three years from the date of sanction of development plan by Prayagraj Development Authority, Prayagraj subject to force majeure event. In case of any delay beyond 12 further months, builder will pay the compensation to owners @ Rs 1.18 lakhs per sq mts in lieu of the allotted Saleable Carpet Area of the owners in this agreement proportionately .After making such payment owners shall have no right, title or interest in the afore said carpet area and builder shall free to deal with such carpet area/entire property in any manner as it may deem fit.

14. That the owner shall allow access to the land in question to the Builder who shall remove the existing structure at its own cost in order to prepare for construction. In the event that the builder fails to begin construction within one year of signing this agreement, the owners will have the right to cancel the agreement and return the advance received without interest to the Company..

15. That on completion of the project the Builder shall obtain completion certificate.

16. That the project shall be deemed to be complete only on the date of issue of completion certificate.

17. in consideration of the Owner having agreed to entrust to the Developer the development of the said property described in the Schedule hereunder written and to confer upon the Developer the rights, powers, privileges and benefits as mentioned herein, the Developer agrees to pay and also to give saleable carpet area* to the owners in the following manner;



The image shows handwritten signatures and corresponding fingerprints of the parties involved in the agreement. The signatures are: 'Hamid Ali', 'Roldan', 'Saka Khan', 'Faeez', and 'Zafar'. The fingerprints are arranged below their respective names. The signatures are in cursive, and the fingerprints are in a standard black ink.

[7]

i) 261 Sq Meter Saleable Carpet Area shall absolutely vest in the co-owner Sri Aslam Qadar Khan beside the above Saleable Carpet Area the builder has given Rs. 2,55,00,000 to the co-owner Aslam Qadar Khan in the following manner .

Sl. No.	Name of Bank	Cheque No./DD No.	Date	Amount
1.	Union Bank of India	12071369	04.12.2019	2,52,45,000/-
2.	TDS Deposited @ 1% on Rs.2,55,00,000/- paid to Mr Aslam Qadar Khan	Challan No.00360	05.12.2019	2,55,000/-
Total				2,55,00,000/-

ii) 128 Sq Meter Saleable Carpet Area shall absolutely vest in the co-owner Sri Rafi Qadar Khan beside the above Saleable Carpet Area the builder has given Rs. 1,27,50,000/- to the co-owner Rafi Qadar Khan in the following manner .

Sl. No.	Name of Bank	Cheque No./DD No.	Date	Amount
1.	Union Bank of India	12063111	04.12.2019	1,26,22,500/-
2.	TDS Deposited @ 1% on Rs.1,27,50,000/- paid to Mr Rafi Qadar Khan	Challan No.00220	05.12.2019	1,27,500/-
Total				1,27,50,000/-

iii) 149 Sq Meter Saleable Carpet Area shall absolutely vest in the co-owner Ms Saba Noor Khan beside the above Saleable Carpet Area the builder has given Rs. 1,15,00,000/- to the co-owner Ms Saba Noor Khan in the following manner .

Sl. No.	Name of Bank	Cheque No./DD No.	Date	Amount
1.	Union Bank of India	12071370	04.12.2019	1,13,85,000/-
2.	TDS Deposited @ 1% on Rs.1,15,00,000/- paid to Ms Saba Noor Khan	Challan No.00545	05.12.2019	1,15,000/-
Total				1,15,00,000/-

iv) 128 Sq Meter. Saleable Carpet Area shall absolutely vest in the co-owner Ms Farah Iqbal Zafar beside the above Saleable Carpet Area the builder has given Rs. 1,27,50,000/-Crore to the co-owner Ms. Farah Iqbal Zafar vide in the following manner.

Sl. No.	Name of Bank	Cheque No./DD No.	Date	Amount
1.	Union Bank of India	12071371	04.12.2019	1,26,22,500/-
2.	TDS Deposited @ 1% on Rs.1,27,50,000/- paid to Mrs Farah Iqbal Zafar	Challan No.00355	05.12.2019	1,27,500/-
Total				1,27,50,000/-

Total (i+ii+iii+iv) = Rs.6,25,00,000/- (Rupees Six Crore Twenty Five Lakh)

Aslam Khan *Rafiq Saba Khan* *Farah Iqbal Zafar*



*Carpet Area means the Carper Area as defined under Real Estate (Regulation and Development) Act, 2016

18. This Agreement will not be treated as a partnership between the Owner and the Developer or an Agreement for Sale of the said Plot by the Owner to the Developer. The Developer is given only a right to develop the said plot as afore said . That the Owners give permission of unhindered ingress and egress of the aforesaid Plot of Land to all architects ,contractors ,Employees ,subcontractors and all other such persons of the Builders engaged in the Construction for the Project. The permission by the Owners collectively or individually to build the Project shall never be construed to be the handing of the physical or constructive possession of the land .

19. The Owner gives license and permission to the Developer to enter upon the said property described in the Schedule hereunder with full right and authority to commence, carry on and complete development thereof in accordance with the permissions herein mentioned.

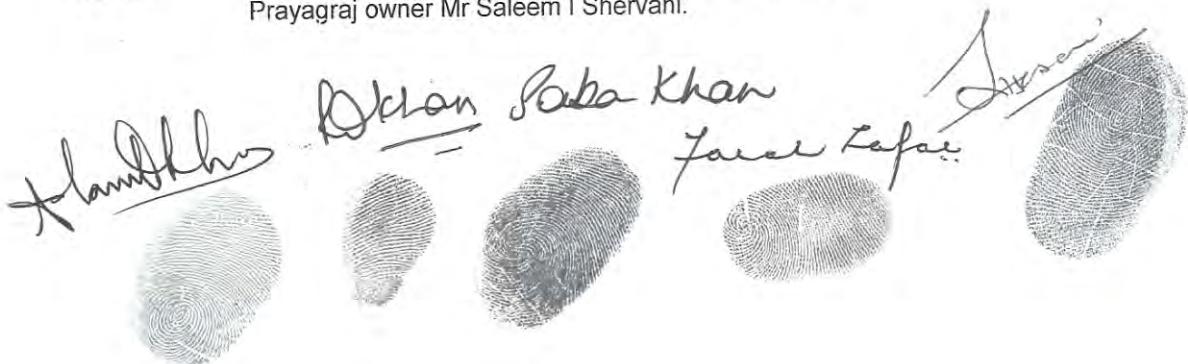
20. In case of any Tax or Fee being levied by any Authority the Builder shall be liable to pay the same and in case of any Infringement of any Law the Builder shall be responsible for any Fine ,Penalty levied or any Legal proceedings initiated by any Authority in respect of construction of residential complex .

21. Developer shall be entitled to book/allot the flats of his share, receive the advance from the customers and issue Allotment Letter and Agreement to Sell /Sale Deed in their favour as per provisions of RERA. Owners shall have no objection in this regard.

SCHEDULE OF PROPERTY

Plot No.26C Sub Divided Plot No. 26C/4, Civil Station, Gram Nasibpur Bakhtiyara, Mauza- Chikatpur, Pargana & Tehsil – Sadar, District- Allahabad, bearing Municipal No. 36 Sarojini Naidu Marg, Allahabad Area – 1067.79 Sq. Meters and bounded as below:

North	- Open land and thereafter plot No. 26C/2 owner Sri Tahir Hasan.
South	- Bungalow No. 34 Sarojini Naidu Marg , Allahabad.
East	- Road Side Patri thereafter Sarojini Naidu Marg.
West	- Plot No. 26C Sub Divided Plot No. 26C/1, Civil Station, Prayagraj owner Mr Saleem I Shervani.



[9]

And also shown to be bounded by red lines in the annexed plan.

Note: The vended property situated in Mohalla- Sarojini Naidu Marg, Prayagraj at.100 ft wide road mentioned in Praroop 3 at page 35 in the Circle Rate fixed by Collector, Prayagraj for the year 2019-20 w.e.f. 14.09.2019.

VALUATION OF PROPERTY FOR THE PURPOSES OF PAYMENT OF STAMP

DUTY:

Area – 1067.79 Sq. Meters.

1) Value of land

$$@ \text{Rs.} 53,600/- \text{ per sq. Meters} = 1067.79 \text{ Sq. Mtrs.} \times \text{Rs.} 53,600/- \\ = \text{Rs.} 5,72,33,544/-$$

2) Replacement cost

(R.B.C.)

$$\begin{aligned} \text{Construction} &= \text{Constructed Area} \times \text{Current Circle} \\ & \quad \text{in Sq. Meters} \quad \text{Rate per Sq. Meters} \\ &= 779.26 \text{ Sq. Mtrs.} \times \text{Rs.} 14,000/- \\ &= \text{Rs.} 1,09,09,640/- \end{aligned}$$

3) Depreciation in value of

$$\begin{aligned} \text{construction after} &= \frac{\text{Replacement cost of Construction}}{\text{Supernuationage of Building}} \times \frac{\text{Age of Building}}{10} \times 9 \\ 40 \text{ Years} &= \frac{\text{Rs.} 1,09,09,640/-}{60} \times 40 \times 9 \\ &= \text{Rs.} 65,45,784/- \end{aligned}$$

4) Value of construction

$$\begin{aligned} &= \text{Replacement cost of construction} - \text{Depreciation in} \\ & \quad \text{Value} \\ & \quad \text{of construction} \\ &= \text{Rs.} 1,09,09,640/- - \text{Rs.} 65,45,784/- \\ &= \text{Rs.} 43,63,856/- \end{aligned}$$

43,63,856/- Or 30% of Replacement Cost i.e.32,72,892/- whichever is higher

5) Value (1) + (4) = $\text{Rs.} 5,72,33,544/- + \text{Rs.} 43,63,856$
= $\text{Rs.} 6,15,97,400/-$

Total Value = Or. $\text{Rs.} 6,15,98,000/-$

Payment made to owner **Rs.6,25,00,000/-**

Stamp Duty of **Rs. 43,75,000/-** is payable on **Rs. 6,25,00,000/-** as per G.O. No. 2756/11 dated 30.06.2008 of U.P. Govt.

Total Stamp of **Rs. 43,75,000/-** is payable on **Rs. 6,25,00,000/-**

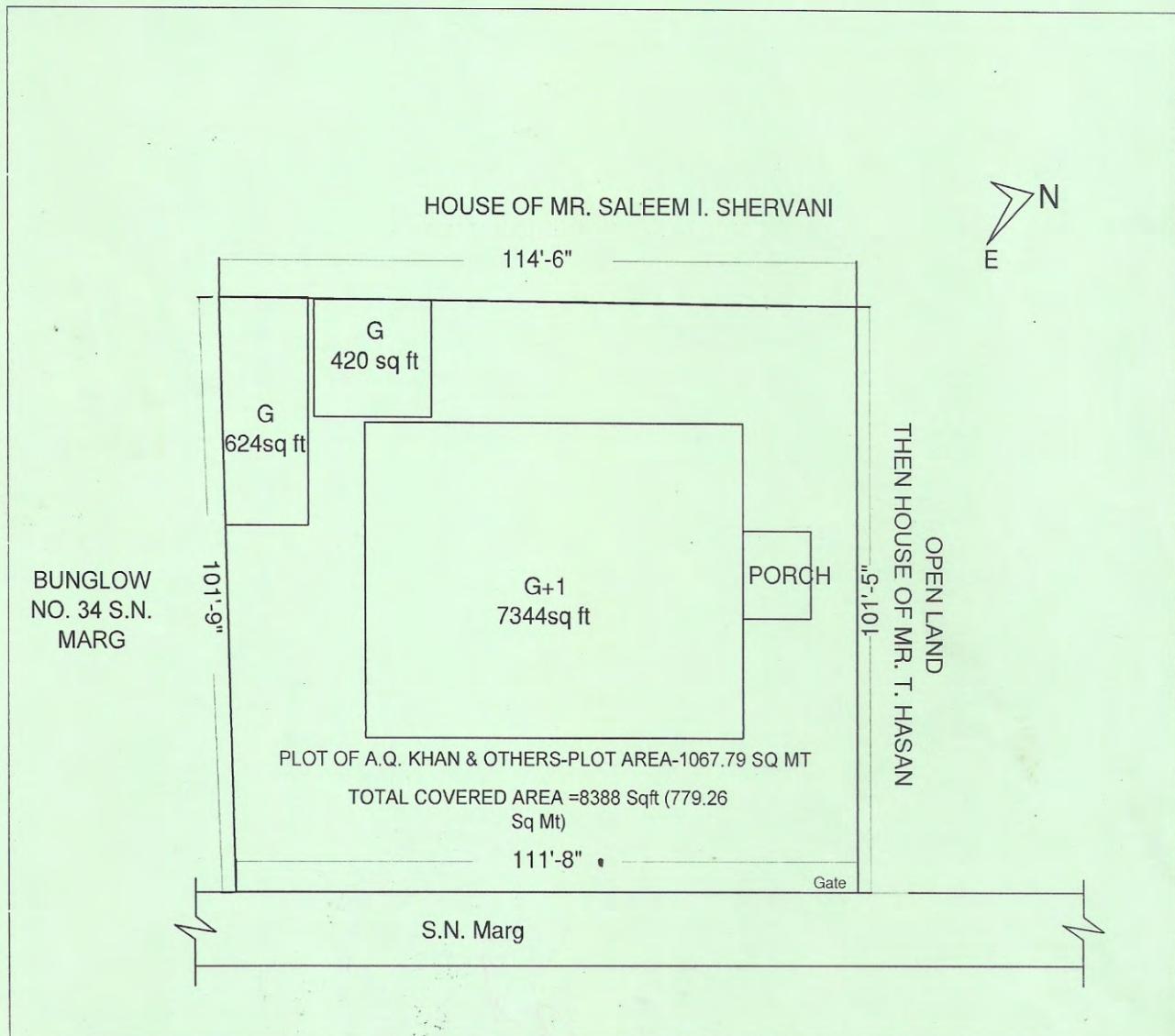
Stamp Duty of Rs. 43,75,000/- is paid through e-Stamp bearing Certificate No.IN- UP06978281129126R dated – 05-12 - 2019.

Ahamad Khan *Rokhan Baba Khan* *Sohail*
Faraz Zafar *Sohail*



SITE PLAN

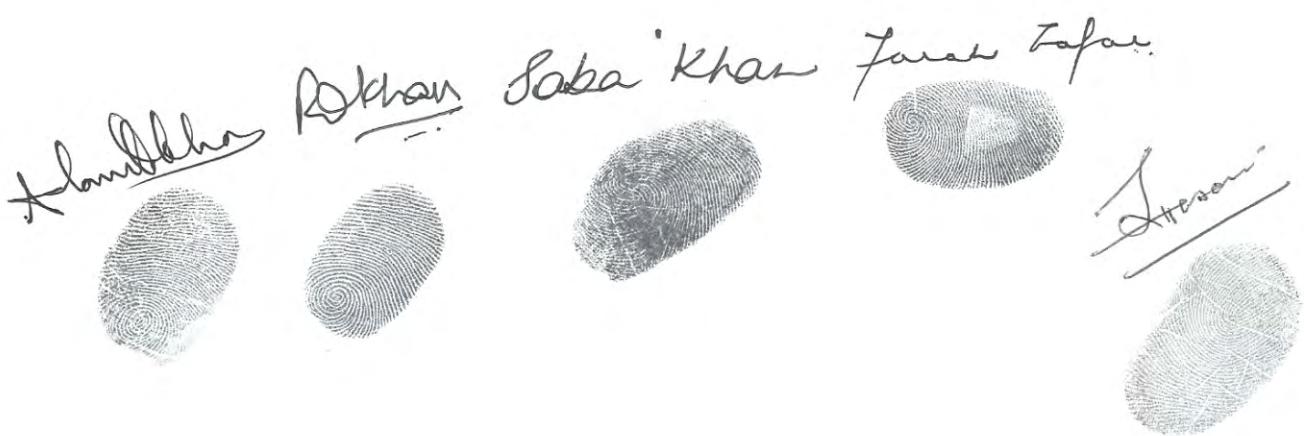
Area – 1067.79 Sq. Meters Plot No.26C Sub Divided Plot No. 26C/4, Civil Station, Gram Nasibpur Bakhtiyara, Mauza- Chikatpur, Pargana & Tehsil – Sadar, District- Prayagraj (Allahabad), bearing Municipal No. 36 Sarojini Naidu Marg, Allahabad*



Hamid Khan *Rokhan* *Saka Khan* *Faroo Zafar*
 (OWNERS) (BUILDER)

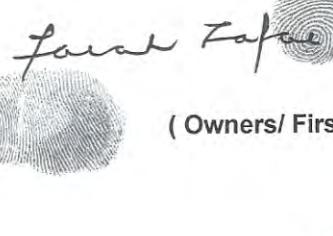
PHOTOGRAPH

Plot No.26C Sub Divided Plot No. 26C/4, Civil Station, Gram Nasibpur Bakhtiyara, Mauza-Chikatpur, Pargana & Tehsil – Sadar, District- Allahabad, bearing Municipal No. 36 Sarojini Naidu Marg, Allahabad Area – 1067.79 Sq. Meters and bounded as below:



[10]

IN WITNESS WHEREOF the parties hereto have signed this Development Agreement with their own good and free will and accord and without any coercion and in sound state of mind and health on this 5th day of December 2019 at Prayagraj.



(Builder/ Second Party) (Owners/ First Party)

WITNESSES:

1. Shri. ISLAM AHMAD
[Passport No. J2683032]
Occupation. Service
Son of Late Imtiaz Ahmad
Resident of 205-F/2B/K, Kasari Masari,
Allahabad 211001
(Mobile No. 9936518185)
2. Shri Abdur Rahim Siddiqui
[Aadhar Identity No. 6003 7461 1518]
Occupation. Service
Son of Mr. Abdul Jabbar
Resident of B-674/4, G.T.B. Nagar Karelli
Allahabad – 211016
(Mobile No. 9307398818)

Drafted by:  Amit Kumar Upadhyay (Advocate)

Typed by :  Mannu Yadav

आवेदन सं: 201900890022520

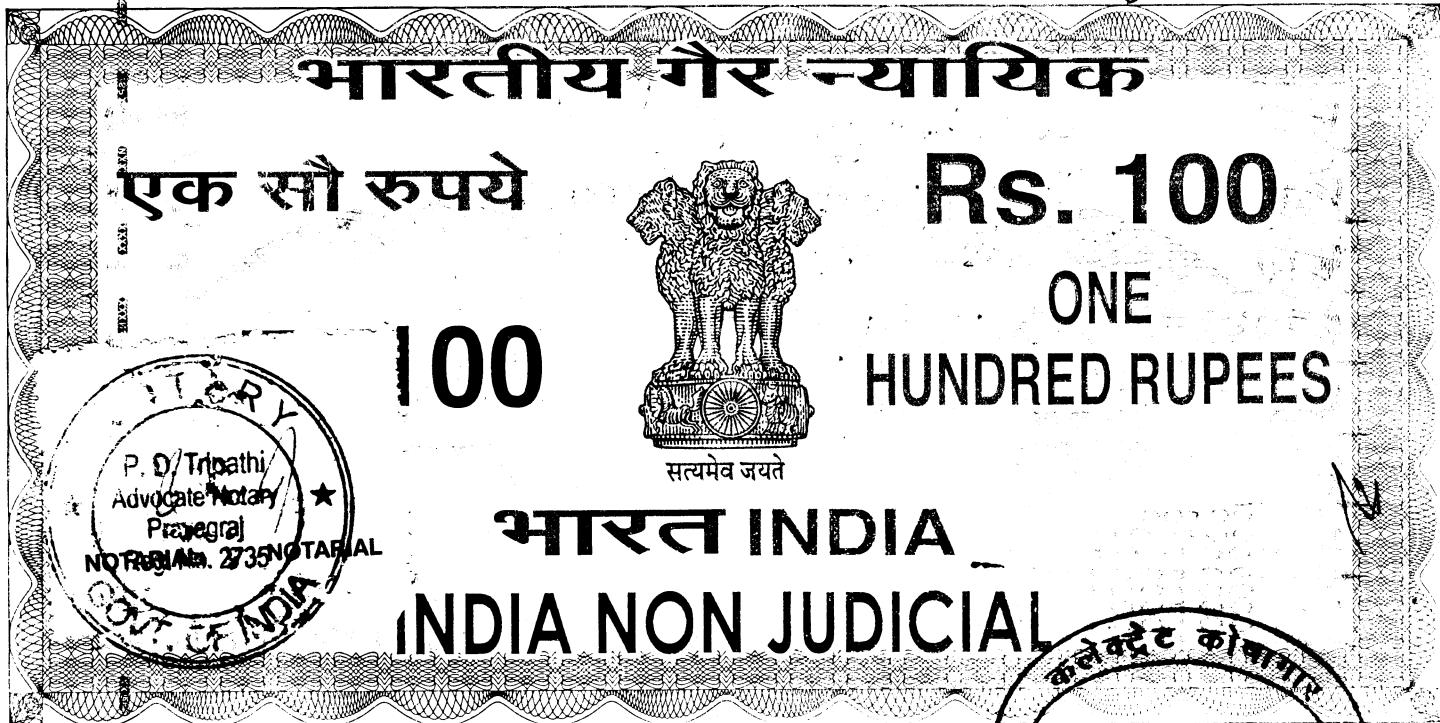
बही संख्या 1 जिल्द संख्या 10789 के पृष्ठ 285 से 308 तक क्रमांक 6798 पर दिनांक 05/12/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कमला देवी
उप निबंधक : सदर प्रथम
प्रयागराज
05/12/2019



बुलेट + अन्य



उत्तर प्रदेश UTTAR PRADESH

FLAT ALLOCATION AGREEMENT

THIS AGREEMENT is made on this 12th day of September 2020

1. Aslam Qadar Khan
[Aadhaar No.799610940246 & PAN- ADAPK7408H]
Son of Late R.U. Khan
R/o 36 S. N. Marg, Prayagraj-211001
2. Rafi Qadar Khan
[Aadhaar No.206319952942 & PAN-ADAPK7394J]
Son of Late R.U. Khan
R/o D-4, 902, The Legend, Sushant Lok-3,
Sector-57, District – Gurgaon (Haryana)-122011
3. Saba Noor Khan
[Aadhaar No.296580828799 & PAN- AIBPS9642M]
Daughter of Late R.U. Khan
R/o House No. 6/405, M G Road, Metro Station
Heritage City, Chakarpur(74),
District – Gurgaon (Haryana)-122002

Aslam Khan Rafiq Khan Saba Khan

Sabri

Faras Zafar

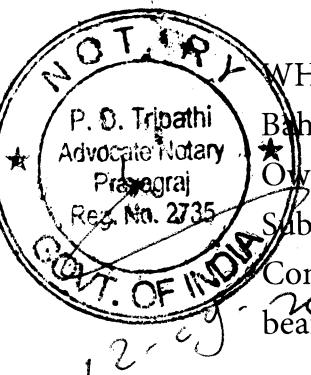
4. Farah Iqbal Zafar
[Aadhaar No. 947052217712 & PAN-AABPZ4852G]
Daughter of Late R.U.Khan
R/o 7/31, Tilak Nagar, Thana Kohna,
Kanpur, Nawabgang, District Kanpur Nagar-208002

(Hereinafter referred to as the '**Owners-First Party**'); which term shall mean and include their heir(s), legal representative(s), Successor(s), executors and assignee(s)..

AND

M/s Shervani Industrial Syndicate Limited (CIN:L45202UP1948PLC001891 & PAN: AAHCS3869D), a Limited Company registered within the meaning of the Companies Act, 2013 having its registered office at Shervani Nagar, Sulem Sarai, Harwara, Prayagraj, through its Director, (Corporate Affairs), Sri Sadiq Husain Siddiqui son of Late Faiyaz Husain Siddiqui. [Mobile No. 9415218149]

(Hereinafter referred to as the '**The Builder-Second Party**'; which term shall mean and include its successor(s) and assignee(s) unless expressly excluded.



WHEREAS a Developer Agreement was executed on 05.12.2019 & registered on Bahi No.1, Zild No. 10789, Pages 285 to 308 at SI. No. 6798 between the Owners-First Party and The Builder-Second Party in respect of Plot No.26C Sub Divided Plot No. 26C/4, Sarojini Naidu Marg, Prayagraj Area -Sq. Meter, Comprising of an area of 1067.79 Sq. Meters and Building situated thereon bearing premises 36, Sarojini Naidu Marg, Prayagraj.

WHEREAS by the aforesaid agreement that the Builder Second Party and the Owners-First Party agreed for construction of Multi Storeyed Residential Group Housing on the aforesaid property strictly as per Sanctioned plan by Prayagraj Development Authority hereinafter referred as "PDA".

WHEREAS the Builder Second Party has submitted the map for construction of Multi Storeyed Residential Group Housing on the aforesaid land to PDA, which has been sanctioned by PDA on 17th August 2020.

Whereas the name of Proposed Multi Storeyed Residential Group Housing to be built on the aforesaid land is "The Crescent."

S. Iqbal Zafar *R. Khan* *S. Khan* *F. Khan* *Zafar*

WHEREAS as per terms of aforesaid developer agreement it was agreed by and between the parties that the demarcation of the Owners-First Party Flat(s) of the Constructed residential area of each owner shall be done within one month of sanction of the building plan by the P.D.A.

Whereas both the Parties have mutually demarcated the area of each of the Owners-First Party in the sanctioned plan dated 17.08.2020 and Covenants as under;

1. That as per Clause 17 of developer agreement following flats mentioned against the name of each co-owner have been allocated to them.
 - a. Mr Aslam Qadar Khan – Flat No. 53, Type -3BHK having Carpet Area 124.93 Sq Meter and Flat No. 52, Type -4BHK having Carpet Area 145.39 Sq Meter both situated on 5th Floor of the Proposed Building known as “The Crescent”.
 - b. Mr Rafi Qadar Khan – Flat No. 44, Type -3BHK having Carpet Area 124.93 Sq Meter situated on 4th Floor of the Proposed Building known as “The Crescent”.
 - c. Ms Saba Noor Khan –Flat No. 72, Type -4BHK having Carpet Area 145.39 Sq Meter situated on 7th Floor of the Proposed Building known as “The Crescent”.
 - d. Mrs Farah Iqbal Zafar – Flat No. 54, Type -3BHK having Carpet Area 124.93 Sq Meter situated on 5th Floor of the Proposed Building known as “The Crescent”.



Aslam Khan

2020

Rokhan

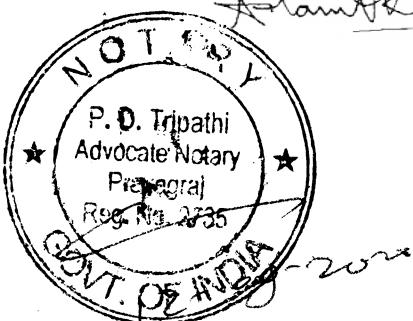
Sabri

Farah Zafar

Saba Khan

2. That as per Clause 21 of Developer Agreement, the Builder-Second Party shall be entitled to book/allot the flats of his share (i.e. excluding the above mentioned flats of Owners- First Party), receive the advance from the customers and issue Allotment Letter and Agreement to Sell in their favour as per provisions of RERA and the Owners-First Party shall have no objection in this regard.

IN WITNESS WHEREOF the parties hereto have signed this Flat Allocation Agreement with their own good and free will and accord and without any coercion and in sound state of mind and health on this 12th day of September, 2020 at Prayagraj.



(Owners-First Party)

(Builder- Second Party)

Witness

1

B.K. MISRA

2

MUKHTAR KHAN

Identified 12/19/2020
Advocate, Prayagraj