

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उप निबंधक सदर चतुर्थ लखनऊ क्रम 2025230017587

आवेदन संख्या : 202500821048675

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2025-06-24 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम पीयूष राय

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 151483359 / 151484000.00

1. रजिस्ट्रीकरण शुल्क 1514840

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 1514920

शुल्क वसूल करने का दिनांक 2025-06-24 00:00:00

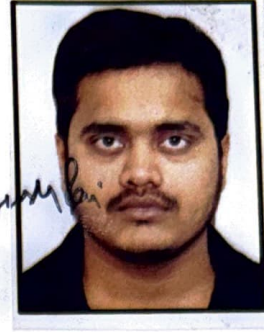
दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2025-06-24 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



कार्यकारी सम्पत्ति
विकास प्राधिकरण
लखनऊ



Pijun Kari

Ward	: Jankipuram
Estimated Cost	: Rs. 15,14,83,359/-
Advance paid	: Rs. 3,80,19,759/-
Stamp Paid	: Rs. 1,06,04,000/-

SUMMARY OF DEED

- | | |
|--|--|
| 1. Type of Land | : Commercial/ Agency/ Godown |
| 2. Ward | : Jankipuram |
| 3. Village/Mohalla | : Sector-J Extension,
Jankipuram Extension Scheme,
Sitapur Road, Lucknow |
| 4. Details of Property | : Plot No. CP-02, |
| 5. Unit of Measurement in
(Hect./Sq. meter) | : Sq. meter |
| 6. Area of Property | : 1139.57 Sq. meter |
| 7. Details of Road
(As per Schedule) | : No any |
| 8. Other details
(9 mtr. Road/corner etc.) | : 60 meter wide Road & Corner |

कार्यकारी सम्पत्ति
विकास प्राधिकरण
लखनऊ

Pijun Kari



9. Type of Property : Commercial Plot

BOUNDARIES :

North : Plot No. CP-2/1;
South : 18.00 Meter wide Road;
East : 60.00 Meter wide Master Plan Road;
West : LDA Land & Sub Station Campus;

Number of First Party (1)

Details of Seller

LUCKNOW DEVELOPMENT AUTHORITY, Lucknow through Prabhari Adhikari (Sampatti), office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow

Number of Second Party (1)

Details of Purchaser

Y2R HEIGHTS PRIVATE LIMITED a Company duly incorporated under the provisions of Companies Act bearing **CIN : U4329UP2024PTC209152** having its registered office at **Vineet Khand-2, Vidhayak Niwas, Jhaliyan purwa, Lucknow** represented through its Director & Authorized Signatory **Sri Piyush Rai S/O Sri Brijesh Rai R/O Village Mataulipur Sadar Azamgarh, DIN : 10773799.**

PAN : AABCY8943J
Mob. No. : 8429037017

AGREEMENT TO SELL WITH POSSESSION

THIS AGREEMENT TO SELL entered between **LUCKNOW DEVELOPMENT AUTHORITY Lucknow through Prabhari Adhikari (Sampatti), office situated at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow** (hereinafter referred as the "**SELLER/FIRST PARTY/L.D.A.**"), which expression unless repugnant to the context shall always mean and include the seller itself, its executors, administrators, legal representatives and assigns) on the **ONE PART.**

AND

Y2R HEIGHTS PRIVATE LIMITED a Company duly incorporated under the provisions of Companies Act bearing **CIN : U4329UP2024PTC209152** having its registered office at **Vineet**

प्रभारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ

Piyush Rai

Khand-2, Vidhayak Niwas, Jhaliyan purwa, Lucknow represented through its Director & Authorized Signatory **Sri Piyush Rai S/O Sri Brijesh Rai R/O Village Mataulipur Sadar Azamgarh, DIN : 10773799** (hereinafter referred to as the "**PURCHASER/SECOND PARTY**" which expression unless repugnant to the context shall always mean and include the purchaser itself, its executors, administrators, legal representatives and assigns) on the **OTHER PART**.

WHEREAS, in respect of Commercial Land of Lucknow Development Authority in its various Schemes, the tenders were invited for disposal of property by way of auction by publishing the notice to the said effect in local news papers and the said information was also uploaded on the official web-portal of the LDA, fixing date of auction as 25.09.2024.

AND WHEREAS, the purchaser submitted its tender, pertaining to Commercial Plot No. CP-02, Sector-J Extension, Jankipuram Extension Scheme, Lucknow and the bid of the purchaser was the highest of Rs. 11,13,50,688/-, which was higher than the reserve price of Rs.10,53,50,688/- fixed by L.D.A. for disposal of the said plot. As such ultimately the auction committee recommended for allotment of the said plot to the purchaser, which was finally approved by the Vice-Chairman accordingly.

AND WHEREAS, the purchaser completed all necessary formalities so the allotment letter in respect of the said plot of land was issued bearing Registration ID: 3208765 and Property ID: 318971 in favor of the purchaser. And through the aforesaid allotment letter, the Estimated cost pertaining to commercial Plot No. CP-02, Sector-J Extension, Jankipuram Extension Scheme, Lucknow, bearing the estimated area 1032 sq. meter was informed to be Rs. 13,71,84,048/-, through the same letter the purchaser was required to deposit the rest amount with interest by way of 21 quarterly installments each, commencing from 23.01.2025 to 24.04.2030.

AND WHEREAS, the estimated area of plot was mentioned as 1032 Sq.Mts. but at the time of preparation of final lease plan the actual area at the spot was enhanced to 1139.57. this fact was intimated to the PURCHASER and he was willing to pay the cost of the enhanced area as per the revised costing the estimated cost of the property comes to Rs.15,14,83,359/-. The purchaser requested for the delivery of the possession of the Plot in question after the execution of Agreement to Sell with possession, taking cognizance to the request the PURCHASER was informed that 25% cost/premium amount of land with 12% freehold

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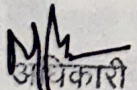
Piyush Rai

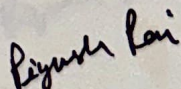
charges required to be deposited for the execution of Agreement to Sell as per the terms and conditions.

AND WHEREAS, since the purchaser has already deposited a total sum of **Rs.3,80,19,759/-** which includes more than 25% amount of the cost/premium amount land in question with 12% freehold charges and the water, sewer charges of Rs.5000/- and other charges Rs. 1000/- and the purchaser is also agreed to deposit the rest amount in quarterly installments with interest as informed by L.D.A., as such has requested to execute the document of Agreement to Sell with possession pertaining to the said land as provided under the rules/terms and conditions for disposal of commercial/ mixed land use properties of L.D.A., so that the purchaser may be able to raise the constructions upon the said land in accordance with the map duly sanctioned by the Competent Authority. The purchaser has also undertaken to abide by all the rules and regulations, terms and conditions of the Lucknow Development Authority as well as State Government issued in this regard from time to time. Hence the necessity for execution of the present deed.

HENCE THIS AGREEMENT TO SELL WITNESSETH AS UNDER

1. That in estimated consideration of **Rs.15,14,83,359/- (Rupees Fifteen Crore Fourteen Lacs Eighty Three Thousand Three Hundred Fifty Nine Only)** payable towards estimated cost/premium amount of land along with interest, in which the freehold charges are also included, the seller after allotment has agreed to sell, the **Commercial Plot No. CP-02, Sector-J Extension, Jankipuram Extension Scheme, Lucknow, bearing an area of 1139.57 (One Thousand One Hundred Thirty Nine point Five Seven) Square meter** in favor of the purchaser, morefully described in 'Schedule of Property' given at the foot of this Deed and marked with Italic lines in the annexed plan which forms part of this deed.
2. That out of the aforesaid amount, the purchaser has already deposited more than 25% amount of the premium/cost of land which also includes the freehold charges and the purchaser has agreed to pay the rest of the premium amount along with interest accrued thereupon as per the terms and conditions. And after making payment of the aforesaid amount the purchaser has requested to execute the document of agreement to sell pertaining to land in question and also to deliver the possession of land as provided under the rules. As such the present agreement to sell is being executed.
3. That after the deposit of aforesaid amount the costing shall be done, and if it is found that complete amount of premium/cost of land with


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लखनऊ


Riyush Rai

interest according to actual area available on the spot has been paid by the purchaser, then the sale deed pertaining to the above mentioned plot of land shall be executed and registered in favour of the purchaser, and if it is found that the purchaser has paid the remaining amount after due date belatedly and due to such reason, the additional interest as per rules is payable then the same shall be paid by the purchaser and thereafter the sale deed shall be executed and registered.

4. That it is clarified that if the payment is not made within prescribed time period from the due date alongwith additional interest, if any, then the Vice-Chairman, L.D.A. has right to cancel the allotment, in such cases deduction as per rules will be made. Due to delay in making payment of rest consideration amount the penal compound interest @ 16% according to rules for the delayed period shall be charged.
5. That according to policy laid down by the Government of Uttar Pradesh vide G.O. dated 10th May, 1995, the provision for converting the properties into freehold has been provided by charging 12% freehold charges. And as such the freehold charges are already included in the consideration amount which have been deposited by the purchaser as already mentioned hereinabove, hence upon completion of payment of total Sale Consideration and all the dues, if any, and whatsoever it may be the land shall be transferred and sold to the purchaser by the Lucknow Development Authority as freehold.
6. That in case of default in making payment as well as in violation of terms and conditions as contained in the present document, the dues whatsoever may be found payable, the seller shall have right to recover the same with interest from the purchaser, as arrears of land revenue. In the same sequence it is submitted that if the purchaser may fail to deposit rest sale consideration, then the allotment will automatically stand cancelled.
7. That the terms and conditions of the allotment as well as the terms contained in the tender notice shall also be equally applicable upon the purchaser.
8. That the land has been allotted on the principle of as it is where it is basis and only external development like approach road, S.W. Drain, Trunk Sewer and source of electricity shall be provided. The seller shall not be responsible for any water system or source and purchaser shall have to develop its own plot out of its own cost and expenses.

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Riyank Rai

9. That the seller has agreed to deliver the physical possession of land to the purchaser after execution and registration of the present document of agreement to sell.
10. That the second party shall raise constructions according to plan duly approved in this regard from the Competent Authority L.D.A. Lucknow for Commercial purposes preferably within a period of 5 years or within such a period as the rules may permit.
11. That the second party shall be free to make the building plan on the above land according to its design & Architecture as per rules and submit them before L.D.A. for approval and LDA after due deliberation will approve the building plan according to rules. The second party shall be free to make constructions as per the approved plan and float the scheme for the general public.
12. That No-objection certificate as may be required for sanction of map from Concerned Departments, as the case may be, shall be obtained by the purchaser/second party at his own cost and expenses.
13. That the second party covenants with the first party to abide by all the rules, regulation passed by L.D.A./State Government from time to time and the same shall be binding and applicable upon the purchaser.
14. That the ground coverage & FAR shall be permissible according to Rules as may be applicable and effective at the relevant time.
15. That the set-backs shall be applicable in accordance with the prevailing rules .
16. That height of the building shall be in accordance with the provision as may be permissible according to no-objection given by the Air-Port Authority.
17. That the parking shall be provided by the second party according to law on the principle as provided under the prevailing Building Bylaws. If for the Commercial Complex more parking is required under the rules then the purchaser shall be bound to provide more parking space.
18. That the purchaser shall also be bound to raise construction with a provision of anti earth quake system including the provision for rain water harvesting and making provision according to rules of Fire fighting.

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Rajendra Rai

19. That after raising full constructions and complete development of the property over the land in question the purchaser shall have to obtain the Completion Certificate from the Competent Authority as provided under the provisions of U.P. Urban Planning and Development Act, 1973.
20. That the purchaser shall neither before nor after execution of sale deed pertaining to Commercial Plot No. CP-02, Sector-J Extension, Jankipuram Extension Scheme, Lucknow, as mentioned in "Schedule of Property" 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 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.
21. That the purchaser shall have no right to mortgage the property without obtaining written permission in this regard from the Seller/L.D.A. And in this sequence it is hereby clarified that even if the permission to mortgage the property is granted by Lucknow Development Authority, but ownership rights shall always continue with the Seller/L.D.A. And the L.D.A. shall have first lien/charge over the property in comparison to anybody including mortgagor and as such it is clarified that till the full and complete sale consideration amount with interest and all other dues like lease rent and freehold charges including any kind of other dues which-so-ever may be found payable by the purchaser to the Seller/L.D.A. are recovered and paid the first right to recover the same shall always be vested in L.D.A.
22. That apart from the payment of consideration amount with interest as mentioned in the present deed, the purchaser shall also be responsible to make such other payments as may be demanded by L.D.A. in this regard due to reason that if in future the seller may be directed to make payment towards compensation to the farmers on higher rate under the judgment and order passed by court of law, then the seller shall be entitled to make demand pertaining to increased amount of compensation payable to the farmers in proportionate manner and upon such demand in future, the purchaser shall be liable to make payment of the aforesaid amount lawfully demanded by L.D.A. for making payment to farmers towards increased amount of compensation. And the purchaser covenant to abide by the same.
23. That in case at any time it may be found that the second party have obtained the allotment by fraud or mis-representation, undue influence etc. then the allotment will be cancelled and if a sale deed is executed on the basis of such allotment obtained by fraud, undue influence etc.

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Piyush Rai

then the sale deed will also be cancelled and 50% of the sale price will be forfeited.

24. That it is to clarify and the second party/purchaser has undertaken and covenant with the seller that in case of any omission or misinterpretation, if any, rule or directions or miscalculation, the premium/consideration amount may be found as less charged by L.D.A. 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 demanded by the seller.
25. That as already mentioned above that the purchaser after getting the physical possession of land from L.D.A. after execution and registration of the present document shall have legal right to raise the construction upon the land in question in accordance with map plan duly sanctioned by the Competent Authority/L.D.A. and as such the purchaser after sanction of map shall have right to book for allotment of the developed unit to the prospective buyer, but in this sequence it is clarified that the purchaser shall have no right to execute the sale deed in respect of the said developed unit allotted to the prospective buyer, until the sale deed is executed and registered by Lucknow Development Authority in favour of the purchaser/second party. In the same sequence it is further clarified that if the purchaser without getting the sale deed executed and registered in its favour pertaining to land in question from the Lucknow Development Authority, may execute any sale deed in respect of developed unit to its allottee/prospective buyer, then such sale deed executed by the purchaser in favour of its allottee/prospective buyer shall be null and void. And in such circumstances the punitive action shall be taken by Lucknow Development Authority against the purchaser.
26. That it is clarified that if at any time it may be found that any dues/installment or any amount is due against the purchaser pertaining to land in question or in case at any time it may be found/observed that the purchaser has violated any terms, conditions, covenants or any rules, regulations and instructions whatsoever it may be and due to such reason any penalty/fine or damages or imposed in this regard against the purchaser in all these circumstances the L.D.A. shall have legal right to recover all such dues as arrears of land revenue from the purchaser by issuing RC in this regard U/s. 40 of the U.P. Act 30 of 1974, as provided under the law.
27. 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 to the Arbitrator duly nominated and appointed by the mutual consent of both parties. The decision given by the Arbitrator shall be final and binding upon both the parties.

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Rizwan Bari

28. That no legal proceedings of any kind may be commenced beyond the territorial limits of Lucknow Jurisdiction.
29. That the expenses for execution and registration of this deed shall be borne by the purchaser.
30. That although the present document is agreement to sell upon which 2% stamp duty is payable upon the consideration amount. But since the possession is agreed to be delivered to the purchaser after execution of present agreement to sell, hence full stamp duty @ 7% upon the total consideration amount becomes payable. As such according to Government Notification order No. 13/K.N.-7-440/11-2015-700(111)/13, dated 30.03.2015, issued by Kar Evam Nibandhan Anubhag-7, Uttar Pradesh Shashan, Lucknow, it is provided that the stamp duty is payable upon the consideration amount which is payable/paid by the purchaser to the Development Authority. As such since the estimated consideration amount pertaining to land in question to be charged by Lucknow Development Authority comes to **Rs.15,14,83,359/-**, upon which stamp duty worth **Rs.1,06,03,835.13/-** becomes payable, hence the stamp duty amounting to Rs. 1,06,04,000/- has been paid herewith by the purchaser, through e-stamp certificate No. IN-UP85724065161823X, dated 12-June-2025. In such manner it is clarified that full stamp duty as payable upon the sale deed in respect of the aforesaid land stands paid by the purchaser/second party at the time of present agreement to sell.

SCHEDULE OF PROPERTY

All that piece and parcel of **Commercial Plot No. CP-02, Sector-J Extension, Jankipuram Extension Scheme, Lucknow, bearing an area of 1139.57 (One Thousand One Hundred Thirty Nine point Five Seven) Square meter**, delineated and marked with Italic Lines in the annexed map plan which forms part of this deed. The boundaries of the allotted land are as under :-

North : Plot No. CP-2/1;
South : 18.00 Meter wide Road;
East : 60.00 Meter wide Master Plan Road;
West : LDA Land & Sub Station Campus;

IN WITNESS WHEREOF, Sri Manoj Kumar Sagar as Prabhari

Adhikari (Sampatti)/Joint Secretary, Lucknow Development Authority,

प्रबारी अधिकारी सम्पत्ति
लखनऊ विकास प्राधिकरण
लखनऊ

Prabhari Sagar



आवेदन सं०: 202500821048675

विक्रय अनुबंध विलेख (कब्जा)

बही सं०: 1

रजिस्ट्रेशन सं०: 6712

वर्ष: 2025

प्रतिफल- 151483359 स्टाम्प शुल्क- 10604000 बाजारी मूल्य - 151484000 पंजीकरण शुल्क - 1514840 प्रतिलिपिकरण शुल्क - 80 योग : 1514920

श्री वाई २ आर हाईटस प्राइवेट लिमिटेड द्वारा
पीयूष राय अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री ब्रजेश राय
व्यवसाय : अन्य
निवासी: विलेज -मतौलीपुर सदर आजमगढ़

Piyush Rai



श्री, वाई २ आर हाईटस प्राइवेट लिमिटेड द्वारा

पीयूष राय अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 24/06/2025 एवं

10:35:17 AM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Shivendra Kumar Singh
शिवेन्द्र कुमार सिंह

उप निबंधक :सदर चतुर्थ

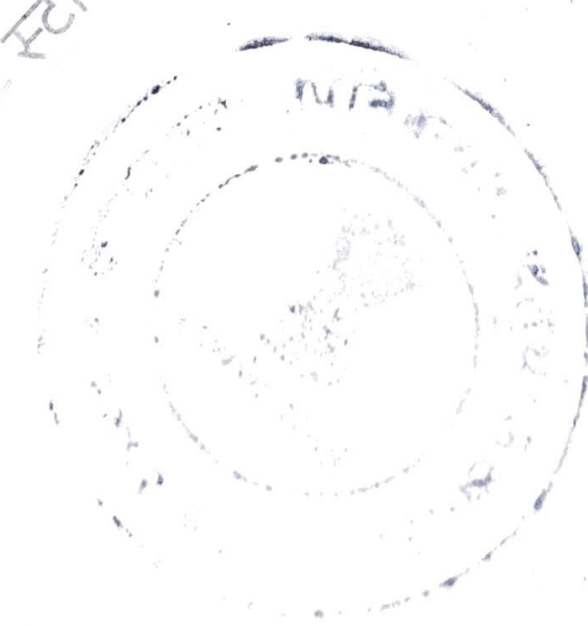
लखनऊ

24/06/2025

रही अख्तर .

निबंधक लिपिक

24/06/2025



Lucknow for and on behalf of the seller/first party and **Sri Piyush Rai** as Authorized Signatory of the purchaser, have appended their hands to these presents in presence of the witnesses at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar Scheme, Lucknow on the day, month and year mentioned below.

Lucknow

Dated : .2025

Witnesses :-

1. Signature.....
.....
Section Officer
L.D.A., Lucknow

**For and on behalf of
Seller/L.D.A./First Party**

2. Signature.....
Name :
S/O :
R/O :
Mob. No. :
Occupation :

**For and on behalf of
Purchaser/ Second Party**

Prepared By :-

Drafted By :-

(Rajesh Kumar Nigam)
Dealing Clerk

(Siddharth Vikram Asthana)

Advocate

Counsel For L.D.A.

Mob. No. 9889844757

(राजेश कुमार निगम)
अवर वर्ग सहायक



Handwritten signature
अधिकारी सम्यक्
प्रधान अधिकरण

Handwritten signature
Piyush Rai


Handwritten signature

Handwritten signature



आवेदन सं०: 202500821048675

बही सं०: 1

रजिस्ट्रेशन सं०: 6712

वर्ष: 2025

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

विक्रेता: 1

इस बात से संतुष्ट हो जाने पर कि इस लेखपत्र का निष्पादन श्री लखनऊ विकास प्राधिकरण लखनऊ द्वारा प्र०अ०स० मनोज कुमार सागर, पुत्र श्री - ने अपने पद के अधिकार से किया है इसलिए उनकी उपस्थिति और हस्ताक्षरों की आवश्यकता नहीं है और लेखपत्र रजिस्ट्रीकरण के लिए स्वीकार किया गया।



क्रेता: 1

Signature

श्री वाई २ आर हाईटस प्राइवेट लिमिटेड के द्वारा पीयूष राय, पुत्र श्री ब्रजेश राय

निवासी: विलेज -मतौलीपुर सदर आजमगढ़

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री लल्ला यादव योजना सहायक, पुत्र श्री स्व० राम बालक यादव

निवासी: एलडीए

व्यवसाय: नौकरी

पहचानकर्ता: 2

Signature



श्री चन्द्र विजय यादव, पुत्र श्री मनोज कुमार यादव

निवासी: 284, नियर विश्वकर्मा मन्दिर सफुदीनपुर, आजमगढ़

व्यवसाय: अन्य

Signature



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

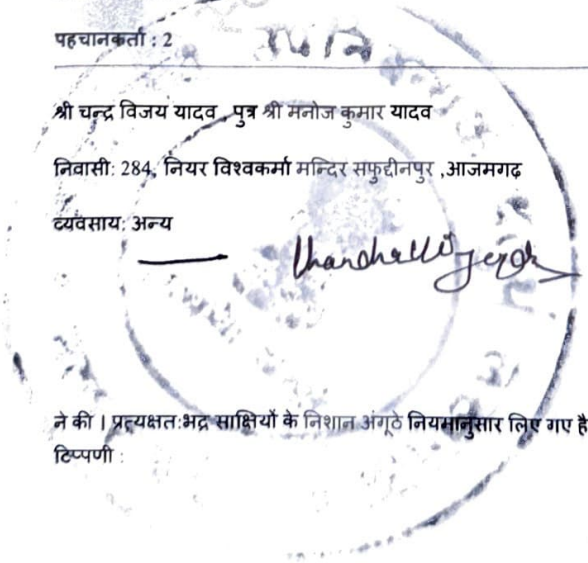
शिवेन्द्र कुमार सिंह
उप निबंधक: सदर चतुर्थ

लखनऊ
24/06/2025

रूही अख्तर.

निबंधक लिपिक लखनऊ
24/06/2025

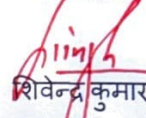
ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी:



आवेदन सं०: 202500821048675

बही संख्या 1 जिल्द संख्या 21892 के पृष्ठ 177 से 200 तक क्रमांक 6712 पर
दिनांक 24/06/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


शिवेन्द्र कुमार सिंह

उप निबंधक : सदर चतुर्थ

लखनऊ

24/06/2025

