13336/10

# INDIA NON JUDICIAL Government of Uttar Pradesh e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by...

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP05379669211822Q

06-Dec-2018 11-52-AM

SHOL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN

SUBIN-UPUPSHCIL0106428245791622Q

NANDAKINI REAL INFRA PRIVATE LIMITED

Article 5 Agreement or Memorandum of an agreement

: LAND KHASRA NO.974,975,976,977,978,979,981,982 ET& & AT

AURANGABAD KHALSA, DISTT-LUCKNOW.

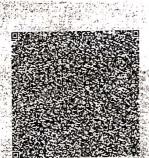
: NEW SAHYOGI SAHKARI AWAS SAMITI LTD

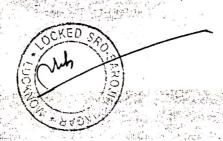
NANDAKINI REAL INFRA PRIVATE LIMITED

NANDAKINI REAL INFRA PRIVATE LIMITED

98,22,000

(Ninety Eight Lakh Twenty Two Thousand only)





Please write or type below this line----

सचिव न्यू सहयोगी सहकारी अर्जन जमिति लि



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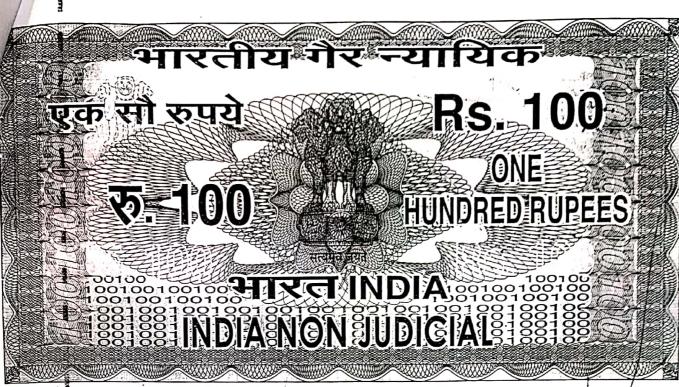
Alert:

The authenticity of this Stamp Certificate should be ventied at www.shoilestamp.com . Any discrepancy in the details on this Certificate and a

available on the website renders it invalid

2, The onus of checking the legitimacy is on the users of the certificati

In case of any discrepancy please inform the Competent Authority.



उत्तर प्रदेश UTTAR PRADESH



#### **DEVELOPERS AGREEMENT**

Date of Execution: 06-12-2018

Place of Execution: Lucknow

Value: 14,03,09,000/-

Security Deposit: 5,00,000/-

Stamp duty payable: 98,22,000/-

Ward/Pargana: Raja Bijli Pasi

सचिव स्य सहयोगी सहकारी आवास समिति लि० लखनऊ

For Nandakini Realinfra Pvt. Ltd.

Director

## ल्यू सहयोगी सहकारी आवास समिति लि०

आर० डी० गैस काम्पलेक्स, भादस्र हा, लखानऊ (ई) 9839053911

मै निशा क्रिकेटी पत्नी श्री नवीन चन्द्र क्रिकेटी न्यू सहयोगी सहकारी आवास समिति लिमिटेड की अध्यक्ष सभी पदाधिकारियों व सदस्यों की सहमति से ब्रजेश चन्द्र अवस्थी जो की न्यू सहयोगी सहकारी आवास समिति के सचिव है उनको नंदािकनी रियल इन्फ्रा प्राइवेट लिमिटेड के साथ बिल्डर एग्रीमेंट करने के लिए नियुक्त करती हूँ |

निशा प्रेय री

न्यू सहयोगी सहकारी आवन करोत हुछ। संख्याळ

#### NANDAKINI REALINFRA PRIVATE LIMITED

NO-24, PART NO.-08 SEC-J, DWIVEDI COMPLEX , NEAR ECO GARDEN CHAURAHA, BANGLA BAZAR LUCKNOW .226012

0522-4060881

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF THE DIRECTORS HELD ON SATURDAY ,NOVEMBER 1st, 2018 AT 11:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY

Meeting of the board held to delegate relevant powers and authorities to the Authorised Signatory, Mr. Yagyesh Kesarwani S/O Shri Pushker Nath Kesarwani to complete relevant administrative, revenue and legal formalities for entering the builder agreement of land measuring 14990sq.mtr. out of total land area measuring 26117.50 sq.mtr. part of khasra no.974,975,976,977,978,979,981,984,985,992,994,995,996,997,1001,982 ka situated at village Arangabad khalsa pargana bijnaur Tehsil Sarojini Nagar and District Lucknow.

"Resolved that Mr. Yagyesh Kesarwani is here by authorised to complete all administrative revenue and legal formalities to entering the builder agreement for purchase the aforesaid property in the name of the company. He is also authorised to effectuate all relevant requisitions to get the document of conveyance appropriately registered before the Registering Authority and to acquire a clear marketable title pertaining to the said property."

FURTHER RESOLVED THAT Mr. Yagyesh Kesarwani the Authorised Signatory of the Company be and is hereby authorised to execute all the necessary legal documents or supplemental Agreement or any other documents/s. OR any other concerned authorities for completing various formalities for builder agreement for purchase of above land in favour of M/s. Nandakini Real Infra Private Limited.

Certified True Copy

For on Behalf of Board of Directors

NavneerDwivedi

Din-06610321

Anand Kumaf Agarwal

Din-00574957

Sushma Kesarwani

ma Kelerwani

Din-00533020

### DETAILS OF INSTRUMENT IN SHORT

- 1. Nature of land-Residential/commercial
- 2. Ward/ Pargana- Raja Bijli Pasi
- 3. Mohalla/ Village- Aurangabad Khalsa
- 4. Details of Property- Land Part of Khasra Nos. 974, 975,976, 977,978, 979, 981, 982, 984, 985, 992, 994, 995, 996, 997 and 1001

5. Standard of

- Sq.mts.

6. Area of Property

- 14,990 sq.mts.

- 7. Location Road- 45.00 metre wide Road
- 8. Type of Property

- Open Land

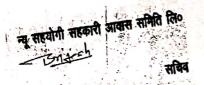
9. Boundaries

North: Unani Hospital

East: Ramabai Rally Sthal

West: 45 meter road

South: Others Land



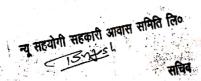


This Developers Agreement is executed on this 03rd day of November 2018 at Lucknow.

#### BETWEEN

New Sahyogi Sahkari Awas Samiti Ltd a Society incorporated under the provisions of Societies Act, 1956, having its Registered Office at R.D Gas Complex, Bangla Bazaarthrough its Authorised Secretary Mr. Brijesh Awasthi S/o Shri Suresh Chandra Awasthi R/o Flat No. 706 seventh Floor Halwasiya Apartment Hazratganj Lucknow. (hereinafter referred to as "The First Party/ Owner" which expression shall mean and include its heirs, successors, assignees, transferees etc.) Authorized vide Board Resolution Dated 01st Nov., 2018

M/s Nandakini Real Infra Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956, having its registered office at No.24, Part No. 08, Sec-J, Dwivedi Complex, Near Eco Garden Chouraha, Bangla Bazaar, Lucknow through its Authorised Signatory Mr. Yagyesh Kesarwani S/o Shri Pushker Nath Kesarwani R/o B-1/5, 'E' – Park, Mahanagar Extn, Lucknow (hereinafter referred to as "The Second Party/ Developer" which expression shall mean and include its successors, assignees, transferees etc.) authorized vide Board Resolution Dated 01st November, 2018.





Hereinaster The First Party/ Owner and The Second Party/ Developer are collectively referred to as 'Parties' and individually as 'Party' as the context demands.

#### WHEREAS

(A) The First Party/ Owner is the absolute owner and is in possession of the land bearing land Khasra Nos. 974 measuring 0.2400 Hect. or 2400 sq.mtr. and Land Khasra No. 975 measuring 0.2530 Hect. or 2530 sq.mtr. and Land Khasra No. 976 measuring 0.0440 Hect. or 440 sq.mtr. and Land Khasra No. 977 measuring 0.1830 Hect or 1830 sq.mtr. and Land Khasra No. 978 measuring 0.4610 Hect or 4610 sq.mtr. and Land Khasra No. 979 measuring 0.0510 Hect or 510 sq.mtr. and Land Khasra No. 981 measuring 0.3470 Hect. or 3470 sq.mtr. and Land Khasra No. 984 measuring 0.2630 Hect or 2630 sq.mtr. and Land Khasra No. 985 measuring 0.2350 Hect. or 2350 sq.mtr. and Land Khasra No. 992 measuring 0.2750 Hect or 2750 sq.mtr. and Land Khasra No. 994 measuring 0.0350 Hect or 350 sq.mtr. and Land Khasra No. 995 measuring 0.0410 Hect or 410 sq.mtr. and Land Khasra No. 996 measuring 0.0390 Hect or 390 sq.mtr and land Khasra Nos. 997, measuring 0.2810 Hectare or 2810 sq.mtr and Land Khasra No. 1001 measuring 0.0920 Hect or 920 Sq.mtr. and Land Khasra No. 982ka measuring 0.2780 Hect or 2780 Sq.mtr. Total Land area measuring 3.118 Hect or 31,180 sq.mtr presently an area measuring 26117:50 sq.mtr. situated at Aurangabad Jageer Ward Raja Bijli Pasi Lucknow (hereinafter referred as the "said land").

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- (B) The First Party/ Owner wishes to land area measuring 26,117.50 sq.mtr of the total land on the above mentioned Khasra Noout of which 14,990 sq.mtr of the said land will be the total developed saleable area on which sharing with the developer will be done, and for this purpose has approached the Second Party/ Developer to carry out development of the said land and to develop a project as per plan approved.
- (C) The Second Party/ Developer is a reputed Developer and has agreed to join hands with the First Party/ Owner towards fulfillment of the said object subject to the terms and conditions set forth /enumerated in this agreement herein below.

## NOW THIS AGREEMENT WITHNESSETH AS UNDER:-

- 1. That both the parties have represented to each other that they are authorized and duly competent to enter into this agreement.
- 2. That the First Party/ Owner shall make available the aforesaid property/ Land to the Second Party/ Developer for development of the said Alaknanda Estate to be carried out by the Second Party/ Developer on Land area of 14,990 sq.mtr
- 3. That the First Party/ Owner assures to the Second Party/ Developer that:

न्यू सहयोगी सहकारी आवास समिति लि0 लखनऊ For Nandakini Realinfra Pvt. Ltd.

- (a) The title of the land is clear in all respect and there is no dispute on it.
- (b) The land use of the aforesaid land is Residential, as per the Lucknow Master Plan.
- (c) The said land is on the 45 Meter wide master plan road.

The First Party/ Owner is responsible for confirming the afore stated condition 3 (a to c) from the Lucknow Development Authority and any other Government Body, however the Second Party/Developer shall assist the First Party/ Owner for the same.

4. That the First Party/ Owner has declared and represented to the Second Party/ Developer that the said land in question is free from all charges, prior sale, gifts, mortgage, lien, tenancy, unauthorized occupation, claims, litigations, demands, attachments, court decree and is free from acquisition. The First Party/ Owner assures that it will not enter into any kind of agreement/arrangement other than for the purpose of this agreement in respect of this land. However if any dispute/litigation arises with regard to the said land then under those circumstances First Party/ Owner is bound to take immediate action and resolve the dispute at its own cost and expenses within earliest possible time in which Second Party/ Developer shall give full co-operation and support to the First Party / Owner and if any amount is spent by the Second party / Developer, such amount shall be spent by the Second Party / Developer with the consent of the First Party and the First Party / Owner shall be under obligation to reimburse the said amount to the Second Party/Developer.





- 5. That all the cesses, taxes and Government levies and charges etc. in respect of the said land for the period up to the date of signing of this Agreement shall be borne and paid by the First Party/Owner.
- 6. That the First Party/ Owner has given absolute rights to the second party for the purpose of various sanctions, permissions, representations, affidavits etc. to procure the licenses, permissions, sanctions etc. from various departments/ Government bodies and also to book, allot, sell and get executed and registered the sale deeds in respect of its proportion to the proposed customers.
- 7. That if any document/documents need to be submitted and signed by the First Party/ Owner in person then the First Party/ Owner shall make his/its availability from time to time and ensure that the very object of this agreement shall not be frustrated in any manner.
- 8. That the First Party/ Owner shall provide all information and documents as may be required by the Second Party/ Developer in connection with the said Project and shall render all possible assistance and sign all applications, representation, petitions, indemnities, affidavits, plans and such other documents to enable it to obtain necessary sanctions, permissions and approvals.
- 9. That the Second Party/ Developer shall submit various plans or applications to the concerned authorities for obtaining the requisite permissions, sanctions and approval of maps from the competent authorities in accordance with the applicable law or rules on the subject

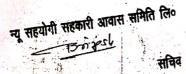
after getting the same signed by the First Party/ Owner. The First Party/ Owner shall execute such documents as may be reasonably necessary in this regard. All expenses, charges etc. for preparation of plans, submission and passing of the maps by the authorities concerned shall be borne and paid by the Second Party/ Developer.

10. That the Second Party/ Developer shall be entitled to take the refund of all fees, security deposits and other deposits of whatsoever nature deposited by the Second Party/ Developer for such purposes with various authorities either in its own name or in the name of the First Party/ Owner for seeking various approvals, licenses, permissions etc. in respect of the said project. The First Party/ Owner also undertakes that within 15 days of the receipt of any such refund referred to hereinabove, it shall pass on the same to the Second Party/ Developer and in the event of any delay beyond this period the First Party/ Owner shall pay an interest @ 18% (Eighteen Percent) per annum on amount as received.

be planned and prepared by appointing an architect by the Second Party/ Developer. The architect shall be engaged by the Second Party/ Developer at its own cost. Such duly prepared plans under the signature of the Second Party/ Developer. Further, If required, the First Party/ Owner shall sign relevant document including revised plan or plans for effecting such alterations, modifications and additions in the layout, so as to obtain its approval/sanction or compounding from the Lucknow Development Authority or any other competent authority, to achieve maximum permissible FAR.

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- 12. That the name of the proposed project shall be decided by the Second Party/ Developer. Second party shall use its name as developer/promoter of the said project and do all branding activities for the project accordingly. Further neither the first party/Owner nor the Second Party/ Developer or their respective successors, transferees and assignees shall be entitled to change the name of the proposed project without the prior written consent of the other Party.
- 13. That after execution of this Developer Agreement the Second Party/ Developer shall be at liberty to put up its sign boards, at the premises of the said Land with the legend that the development to be executed as above is a residential project, and to have temporary site office in any part of the said Land of which total permissive possession has been handed over to the Developer for the purpose of construction and to fulfill obligations.
- 14. That the Second Party/ Developer will develop the project upon the aforesaid land in accordance with the plan or plans duly approved and signed by Lucknow Development Authority and will develop the site, roads with its own resources and finances accordingly. The Second Party/ Developer shall also be entitled to stock/store materials, tools and machineries required for construction on any part of the aforesaid land during the construction and the First Party/ Owner shall not be entitled to create any obstruction or interruptions, hindrance or hindrances in the development and construction work/activity and completion of the project





as per the agreement. The First Party/Owner also promises and ensures that neither he nor his any successor or agent will obstruct the movement of the Second Party/Developer, its agent, workmen constructions, chowkidar etc. engaged for the achievement of the object of this agreement. The First Party/ Owner will sign all the necessary papers documents plans, affidavits, petition etc. addressed to or to be submitted before the Lucknow Development Authority, Lucknow, Nagar Nigam, Local Authority, Government or any other authority or U.P. Power Corporation Ltd. For the exclusive purposes of carrying out work pursuant to this agreement and the Second Party/Developer through this agreement itself shall be deemed to possess the aforesaid powers to carry out the work under this agreement and such power shall continue to vest upon him until the completion of the project so as to enable the Second Party/ Developer to effectually complete the said project under this agreement. The Second Party/ Developer will erect and complete the said building in all respect in good substantial and workman like manner as per approved plans. The Second Party/ Developer shall have right to make publicity of the project at its own cost.

- That the First Party / Owner has delivered physical 15. actual vacant possession of above mentioned land to the Second Party / Developer on execution of this Developer Agreement. However, if there is any change in dimension of Land/Boundaries, due to any Government/Authority Order, the date of such change shall be treated as actual date of handling over of the property to the Second Party.
- 16. That the First Party/Owner shall not interfere with or obstruct in any manner in the execution, completion of the said Project by the Second Party/Developer himself or any of its Agency/Contractor appointed by the Second Party/Developer as well as booking and sale of Second Party/Developer's share of areas in the said project after the Second Party/ Developer कि has successfully settled and allocated the First Party/ Owners share..

  For Nandakini Realining Pvt. Director

- 17. That the Second Party/Developer shall be liable for all claims, damages or expenses payable in consequences to any injury to any employee, workmen, nominee, invitee within or upon the said premises, during the completion of the project. The Developer shall also be responsible for any damages to buildings, whether immediate or adjacent or otherwise and any damages to roads, streets, bridges or ways etc. caused to the buildings and work forming the subject to this contract by frost, rain or intensity of weather upto the date of completion of the Project.
- 18. The first party/owner shall possessed exclusive right titles and interest as well as possession over 20% of the residential saleable area of the develop land as mentioned in the approved map by the authorty in respect of the said project with full liberty to deal with the same in any manner as the first party may like. The Developer / Second Party shall be the exclusive Owner of the balance area of the developed land and stated hereinafter in the proposed project and shall be exclusively entitled to deal with it including right to sell, lease the sale or part thereof, to make allotment/bookings, receive payment including advance from prospective buyers/allottee, enter into the agreement(s),to sell the said area or part thereof its allocation and the First Party/ Owner shall possess no right title or interest in respect thereto or create any interference.
- 19. That the stamp duty and other charges on conveyance in respect of transfer of proportionate right in the land will be paid by the second party.

<u> । अगुन्धर्म</u> सचिव

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Directo

- 20. That the Second Party/ Developer agrees and undertakes to indemnify and keep harmless and indemnified the First Party/ Owner against all or any claims which may be made by any person during the course of completion of the project and or in respect of provisional sale or dealings by the Second Party/ Developer with third parties of the areas in the project building.
- 21. That the First Party/ Owner shall do all acts, deeds, matters and things, as is are or may from time to time, be necessary to give effect to these presents or to implement the same and shall not transfer, charge, create, encumbrance, alienate or part with the possession of the plot or any part thereof or do anything which may contravene the terms of this agreement.
- 22. That the First Party/ Owner and Second Party/ Developer have entered into this agreement purely on a principal basis and nothing stated herein shall be deemed to or construed as a partnership between First Party/ Owner and the Second Party/ Developer nor shall the Second Party/ Developer and the First Party/ Owner in any manner constitute an association of person(s).
- 23. That the First Party! Owner has assured the Developer/Second Party that the aforesaid land is not subject matter of any acquisition or requisition under the Land Acquisition Act or under any other law for the time being enforced by the State Government or the Lucknow Development Authority or any other statutory or other authorities. The First Party/ Owner, assures that if at any time hereinafter it is discovered or found that the aforesaid land is subject to any charge, encumbrance or liability prior to the execution of this Developer Agreement then such

liability is attributable to the First Party/ Owner alone who shall be responsible to perform such obligations and the Developer/Second Party shall be entitled to clear the same and recover them along with the costs or other expenses from the First Party/ Owner including the right to recover it by selling or transferring proportionate usable area falling in the share of the First Party/ Owner to the extent of the loss caused to the Second Party.

- 24. That the parties hereto shall be liable in respect of income tax and other fiscal liabilities/taxes for their respective shares of build or un-build areas and/or proceeds thereof and keep indemnified each other against any claim or demand.
- 25. That Subject to the provisions of this Agreement, the Second Party/ Developer shall be at liberty to obtain booking of any area forming part of its allocation after obtaining License / approval from competent authorities. The Parties further agree and undertake to keep the other Party harmless and indemnified against all claims and demand resulting there from, However the First Party/ Owner shall have the option to sell his share through Second Party/ Developer for which selling cost shall be decided at the time of finalizing the selling rights.
- 26. Either party shall be free to execute the registry/allotment of their respective saleable area according to their proportionate share.



- 27. That the Common areas of the Project shall be maintained by Second Party/ Developer or professional maintenance company appointed by the Second Party/ Developer and the necessary maintenance charges shall be paid proportionately by the First Party/ Owner and the Second Party/ Developer or their respective buyers in their area sharing ratio irrespective of the occupancy after completion of the project.
- That Since considerable expenditure, efforts & 28. expertise is involved in obtaining the licenses for the proposed project, it is the condition of this agreement that after obtaining the license and the required permissions from the concerned authorities for the said project, the First Party/Owner or its nominee or legal heirs shall not cancel or back out from this agreement under any circumstances subject to the Second Party/ Developer performing its part of obligation under this agreement. However, in case the First Party/ Owner, its nominee or legal heirs would otherwise cancel or back out from this agreement, in that event the Second Party/ Developer in addition to the other rights will be entitled to get the said agreement enforced through courts at the cost and risk of First Party/ Owner and its nominees or their legal heirs and they will not enter into any agreement with respect to the said land with any third party till the final adjudication of the matter is done from the Court.
- 29. That if any loss is caused to the Second Party / Developer due to defect in title of the First Party / Owner in the land on which Project is to be develop, the same shall be indemnified by the First Party / Owner to the Second Party / Developer. That the First Party shall not enter into any form of agreement in respect of the present land for any other purposes till the cancellation of this agreement from the Court having the jurisdiction and the compensation being paid to the Second Party.

That the parties undertake not to do any act which 30. may in any manner, contravene the terms of this agreement in respect of the above property.

31. That ultimate responsibility for quality of construction shall rest upon the Second Party/ Developer

exclusively.

That it is agreed that the terms of this Developers 32. Agreement can be altered or modified by way of a supplementary Agreement which shall be written and signed by the parties.

33. / That the Second Party/ Developer has paid a sum of Rs. 500000/- (Rupees Five lac only) as interest free refundable security as per details mentioned at the end of this agreement, the receipt whereof is hereby acknowledged by

the First Party / Owner.

That the First Party/ Owner undertake to refund in 34. full without interest the aforesaid refundable security for a sum of Rs. 500000/- (Rupees Five lac Only), the above refundable security deposit proportionately to the Second Party/ Developer at the time of completion of the First Party/ Owner's part of the project i.e. upon intimation by the Second Party/ Developer to the First Party/ Owner for handing over the share of the First Party/ Owner in the said Project in terms of this Developer Agreement. It is further agreed that in case of non-payment of the aforesaid refundable security amount in full to the Second Party/ Developer by the First Party/Owner within a period of the four weeks from the date of such intimation for/handing over of the share to the First Party/ Owner, failing which, the Second Party/ Developer shall become entitled to adjust the said amount by selling the First Party/ Owner's share in the share of the saleable area of the First Party/ Owner in the said complex, which shall be calculated at prevailing market price at the time of selling the First Party/ Owner's share alongwith the For Nandakini Realintra Pvi

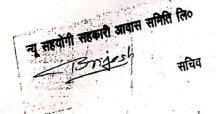
Director

- 35. That this Agreement merges and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the consent of the parties hereto.
- 36. That if any provision of this agreement shall at any time is determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted, with the mutual consent of both the parties, in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to confirm to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms.
- That in case of any difference or dispute regarding 37. the terms of this agreement or about the construction and sharing of respective portion by the parties hereto the same shall be mutually settled and sorted out in an amicable manner. However in the event of non-settlement of any dispute the same shall be referred to the arbitration of three arbitrators two of them to be appointed by each of the party hereto and the two arbitrators so appointed shall select and appoint a third arbitrator before entering upon reference who shall act as the Presiding Arbitrator and the award passed by the Arbitrators shall be binding on the parties thereto in accordance with the provisions of Arbitration and Conciliation Act 1996. Venue of arbitration shall be at Lucknow and the Cour at Lucknow shall only have jurisdiction on all such For Nandakini Realinta Pvt. Lld. a matters.

- 38. That the Second Party shall develop the land area measuring 14,990 sq.mtr out of Total land area measuring 26117.50 sq.mtr open land of the said unit is utilise for common facilities and greenary area, the first party and Second party have no right to construct any part of the common facilities or greenary area.
- 39. That, each notice, demand or other communication given or made under this agreement shall be in writing and delivered or sent to the relevant Party at its address set out below. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by Registered AD Post on the fifth day following posting. The address for the Parties for the purposes of the agreement as follows:

#### FIRSTPARTY

New Sahyogi Sahkari Awas Samiti Ltd a Society incorporated under the provisions of Societies Act, 1956, having its Registered Office at R.D Gas Complex, BanglaBazaar through its Authorised Secretary Mr. Brijesh Awasthi S/o Shri Suresh Chandra Awasthi R/o Flat No. 706 seventh Floor Halwasiya Apartment Hazratganj Lucknow. (hereinafter referred to as "The First Party/ Owner" which expression shall mean and include its heirs, successors, assignees, transferees etc.) authorized vide Board Resolution No. Dated 01st November, 2018





#### SECOND PARTY/DEVELOPER:

M/s Nandakini Real Infra Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956, having its registered office at No.24, Part No. 08, Sec-J, Dwivedi Complex, Near Eco Garden Chouraha, Bangla Bazaar, Lucknow through its Authorised Signatory Mr. Yagyesh Kesarwani S/o Shri Pushker Nath Kesarwani R/o B-1/5, 'E' – Park, Mahanagar Extn, Lucknow (hereinafter referred to as "The Second Party/Developer" which expression shall mean and include its successors, assignees, transferees etc.) authorized vide Board Resolution Dated 01st November, 2018.

- 40. That as subject matter of this agreement having an area of 14990 sq.mtr The valuation of the land <u>plot</u> for the purposes of the payment of stamp duty is as under:
- (a) Thus the 1000 value of land comes to Rs. 1,30,00,000/
   @ of Rs. 13,000/- sq.mtr.
- (b) Thus the 13990 value of Land comes to Rs. 12,73,09,000/
  -@ of Rs. 9,100/- sq.mtr (13,000-30%)
- (c) Total Value of the Plot shall develop by second party is Rs. 14,03,09,000/-

on which stamp duty @ 7% comes to Rs. 98,22,000/-is being paid under Article 5 (b-2) Schedule I B of the Indian Stamp Act.

DETAILS OF PAYMENT OF AMOUNT OF SECURITY DEPOSIT

— 13m × 5h सिंदेव

न्यू सहयोगी सहकारी आवास समिति लि० लखनऊ For Nandakini Realinfra Pvt. Ltd.

Director

= 5 Lakh Paid thru cheque No 375043 date 2-11-2018 Indusind Bank

#### SCHEDULE OF PROPERTY

Land bearing land Khasra Nos. 974 measuring 0.2400 Hect. or 2400 sq.mtr. and Land Khasra No. 975 measuring 0.2530 Hect. or 2530 sq.intr. and Land Khasra No. 976 measuring 0.0440 Hect. or 440 sq.mtr. and Land Khasra No. 977 measuring 0.1830 Hect or 1830 sq.mtr. and Land Khasra No. 978 measuring 0.4610 Hect or 4610 sq.mtr. and Land Khasra No. 979 measuring 0.0510 Hect or 510 sq.mtr. and Land Khasra No. 981 measuring 0.3470 Hect. or 3470 sq.mtr. and Land Khasra No. 984 measuring 0.2630 Hect or 2630 sq.mtr. and Land Khasra No. 985 measuring 0.2350 Hect. or 2350 sq.mtr. and Land Khasra No. 992 measuring 0.2750 Hect or 2750 sq.mtr. and Land Khasra No. 994 measuring 0.0350 Hect or 350 sq.mtr. and Land Khasra No. 995 measuring 0.0410 Hect or 410 sq.mtr. and Land Khasra No. 996 measuring 0.0390 Hect or 390 sq.mtr and land Khasra Nos. 997, measuring 0.2810 Hectare or 2810 sq.mtr and Land Khasra No. 1001 measuring 0.0920 Hect or 920 Sq.mtr. and Land Khasra No. 982ka measuring 0.2780 Hect or 2780 Sq.mtr. Total Land area measuring 3.118 Hect or 31,180 sq.mtr presently an area measuring 26117.50 sq.mtr.devloping area measuring 14990 sq.mtr. situated at Aurangabad Jageer Ward Raja Bijli Pasi Lucknow and bounded as under & as per site plan attached as annexure no.1& Photograph of site as annexure no.2:-

North: Unani Hospital

East: Ramabai Rally Sthal

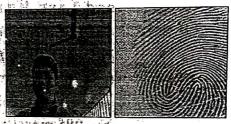
West: 45 meter road South: Others Land

सचिव

न्यू सहयोगी सहकारी आवास समिति लि0 लक्षनक de Duezo

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श्री नन्दाकर्नी रियल इन्मा प्रा॰ति॰ द्वारा अधी॰ हस॰ यन्त्रश कैसरवानी , मुजनी पुष्कर नाय केसरवानी है। इस हो है कि है व्यवसाय: व्यापाद हत्। ते १००० । १०००



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रजिस्ट्रीकरण अधिकारी के हस्ताप्तर

निर्मल सिंह उप निबंधक :सरोजनीनगर लखनऊ

06/12/2018

राजेश यादव . कनिष्ठ सहायक (निबंधन) - नियमित



न्यु सहसासी वहना है। या एक समिति १९१०

12/6/2018, 2:32 PM

IN WITNESS WHEREOF the parties have put their respective signatures on this Developer agreement on the date, month and year as written in the presence of following witnesses.

सहयोगी सहकारी आवास समिति लि० OWNER/FIRSTPARTY.

MITIN SRIVASTAVA Sp Biguert Rumory 6-B, Kailersh lyn



DEVELOPERSECON

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rafted by

Sanjay Kumar Srivastava B.A.L.L.E Deed Writer

Mob. 9415403870

निष्पादन नेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रू प्रनेखानुसार उक्त

विकेताः 1

निवासी: 706 सातवा तल हलवासिया अपार्टमेंट हजरतगंज

ट्युवसाय: ट्यापार

थी नन्दाकनी रियल इन्फ्रा प्रा॰ति॰ द्वारा अधी॰ हस॰ यजेश केसरवानी, पुत्र श्री पुष्कर नाय केसरवानी

निवासी: बी-1/5 महानगर लखनऊ

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानुकर्ता : 1

श्री अरविन्द यादवः, पुत्र श्री इन्दर चन्द यादव

निवासी: वृन्दावन जिला हरदोई

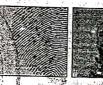
व्यवसायः व्यापार पहचानकर्ता : 2





श्री नितिन श्रीवास्तव पुत्रश्री मगवत् कुमार श्रीवास्तव

निवासी: 6-बी कैलाशीप्री आलुमबाम लखनऊ



जिस्ट्रीकरण अधिकारी के हस्त

ने की । प्रत्यक्षता अद्र साहित्यों के निशान अंग्ठे नियमानुसार रि

गए है।

टिप्पणी:

• निर्मल सिंह

उ . निबंधक : सरोजनीनगर

राजेशं यादव . कनिष्ठ सहायक (निबंधन) नियमित

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