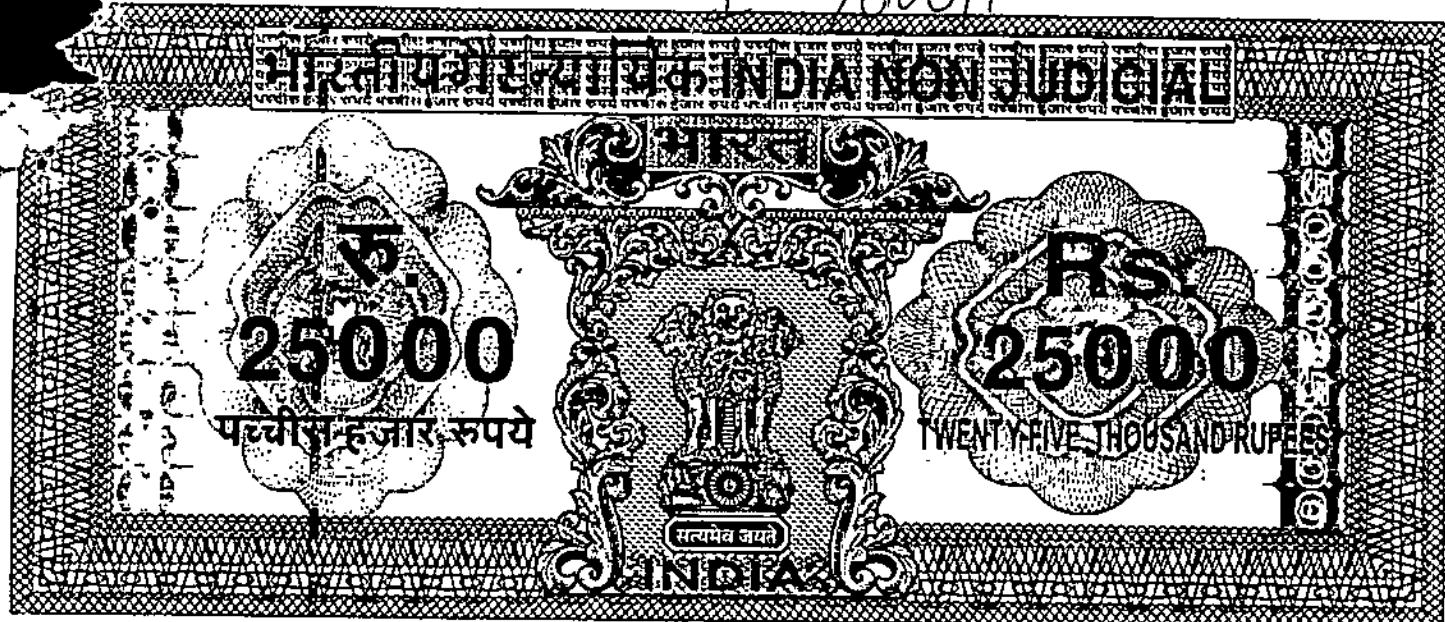


(9)

T-7806/10



उत्तर प्रदेश UTTAR PRADESH

A 259756



:: OM ::



NAME OF OFFICE

: Sub-Registrar

DATE OF PRESENTATION

: 05-08-2010

DATE OF EXECUTION

: 31-07-2010

NATURE OF DOCUMENT

: JOINT VENTURE AGREEMENT

SHORT DETAILS OF DOCUMENT:

1. Type of land

: Residential

M. M. S.
P. S. S.

Ruchi Seltu

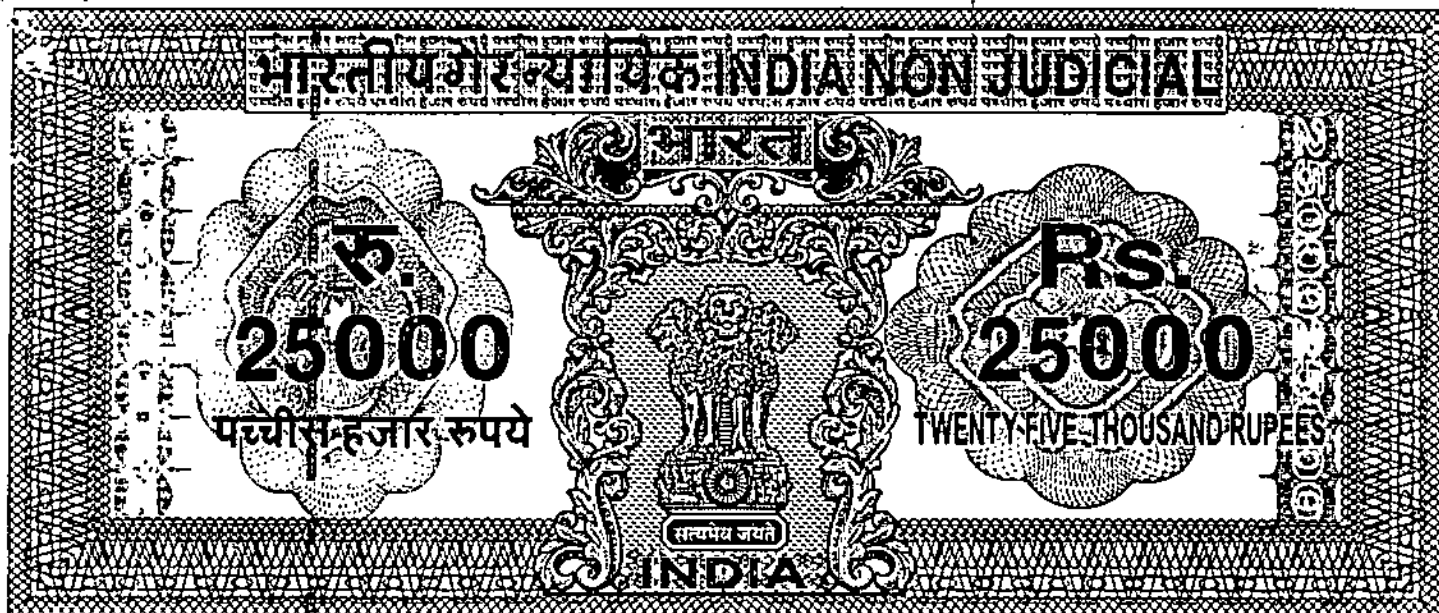
Leethi

Salubhar

For RATAN HOUSING DEVELOPMENT LTD

[Signature]

MANAGING DIRECTOR
AUTHORISED SIGNATORY



उत्तर प्रदेश UTTAR PRADESH

A 259757

22 JUL 1971

(2)

2. Ward area

: Kamlabad, Barhauili, Baksi Ka Talab, Lucknow.

3. Mohalla/village

: Plot Nos. 77, 78 area 376.39 Sq.Mtr. 71, 82 area 464.68 Sq.Mtr., 68, 85 area 464.68 Sq.Mtr., 72, 81 area 557.62 Sq.Mtr, 73, 80 area 522.77 Sq.Mtr., 70, 83 area 464.68 Sq.Mtr. and plot Nos.69, 84 area 464.68 Sq.Mtr. forming part of Arazies/ Khasra Nos.155, 222, 160, 141, 142, 144, 145, 148, 159, 161, 136 137, 138, 146, 147/1, 147/2, 228, 342, 483, 152, 151, 152/1, 152/2, total admeasuring 3838.28 Sq.Mtr. of land situated in Village Kamlabad, Barhauili Pargana Mahoba, Tehsil Baksi Ka Talab, Distt, Lucknow

*Insmt
SSS*

Ruchi Sethi

for

Signature

For RATAN HOUSING DEVELOPMENT LTD

Signature
MANAGING DIRECTOR

AUTHORISED SIGNATURE



उत्तर प्रदेश UTTAR PRADESH

A 259758

22 JUL 1977

(3)

4. Area of Arazies : 3838.28 Sq.Mtr.
5. Width of road as per map : 29 Ft. wide road
6. Boundaries of Plot Nos.77, 78
71, 82, 68, 85, 72, 81, 73, 80,
70, 83 and plot Nos.69, 84 forming
part of Arazies/ Khasra Nos.155, 222,
160, 141, 142, 144, 145, 148, 159,
161, 136 137, 138, 146, 147/1, 147/2,
228, 342, 483, 152, 151, 152/1,
152/2, total admeasuring 3838.28 Sq.Mtr.
of land situated in Village Kamlabad,
Barhauli Pargana Mahoba, Tehsil Baksi
Ka Talab, Distt, Lucknow bounded as below :
North : Property of the first party forming part of Arazi No.155 & others.
South : 29 Feet wide road.
East : Property of the First party forming part of Arazi No.155 & others.
West : Property of the First party forming part of Arazi No.155 & others.

NUMBER OF FIRST PARTY : Five

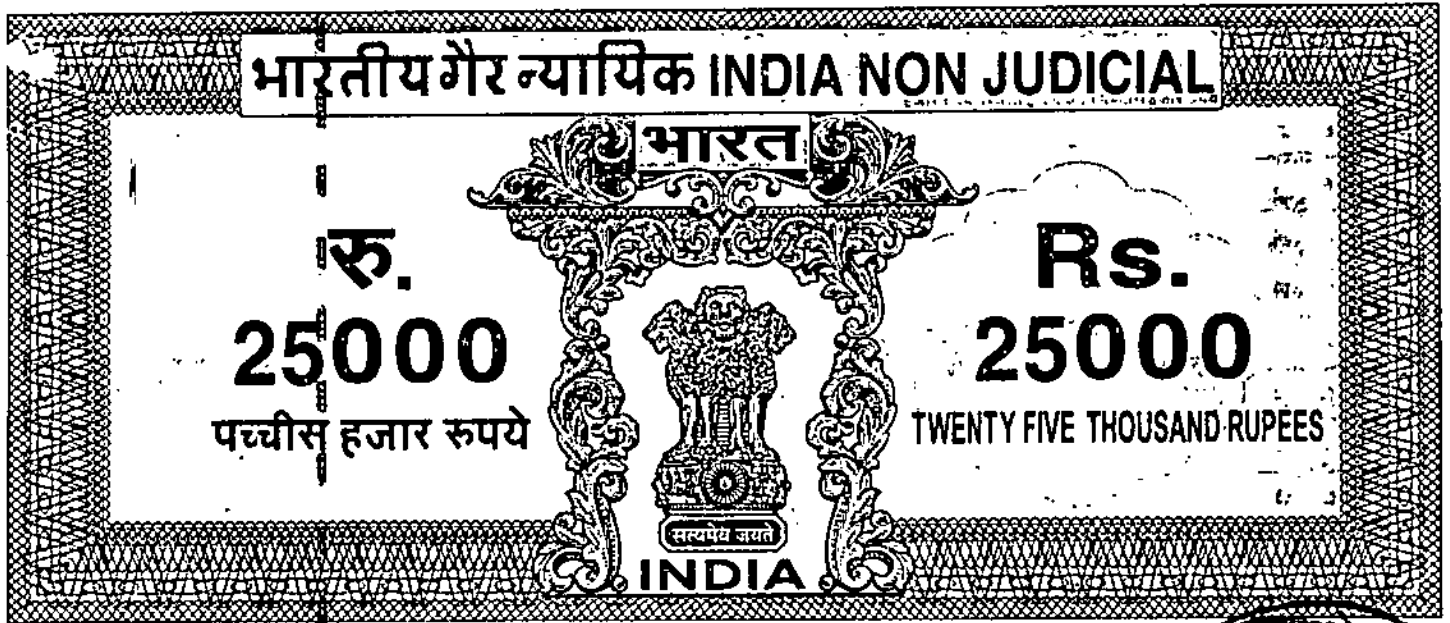
NUMBER OF SECOND PARTY : One

For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR

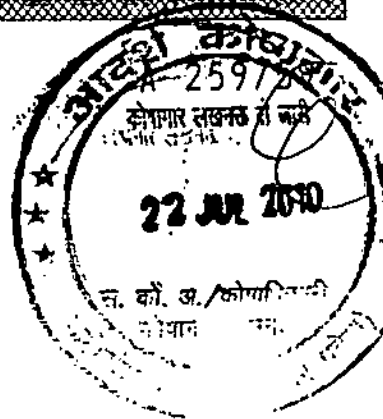
AUTHORISED SIGNATORY

Mahit
P. S. S. S.
Ruchi Selhi
Latni
Rahit



उत्तर प्रदेश UTTAR PRADESH

(4)



NAME OF THE FIRST PARTIES :

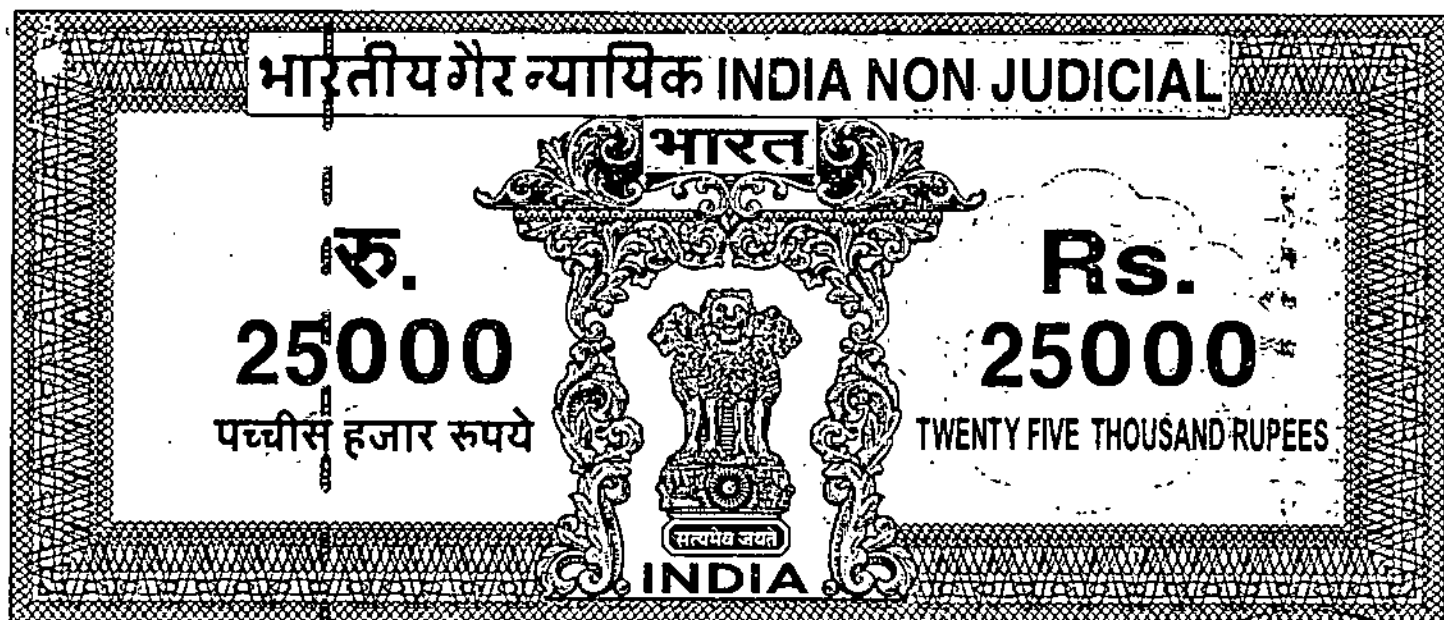
1. Mr. Rohit Rai Sethi S/o Late Shri B.K. Sethi R/o 3/1, Rail Vihar Colony, Ashiana, Lucknow
Pan No.: AOAPS5242Q
2. Shri Mohit Sethi S/o Late B.K. Sethi R/o 3/1, Rail Vihar Aasiyana, Colony, Lucknow.
Pan No.: APVPS0859K
3. Smt. Prem Lata Sethi W/o Late B.K. Sethi R/o 3/1, Rail Vihar Aasiyana Colony, Lucknow.
Pan No.: AQRPS7310L
4. Smt. Ruchi Sethi W/o Shri Mohit Sethi R/o 3/1, Rail Vihar Aasiyana Colony, Lucknow.
Pan No.: BDJPS3002D
5. Smt. Tanu Sethi W/o Shri Rohit Sethi R/o 3/1, Rail Vihar Aasiyana Colony, Lucknow
Pan No.: AQRPS7978L

M. Mohit
Ruchi Sethi
Ruchi Sethi
Rohit Sethi
Rohit Sethi

For RATAN HOUSING DEVELOPMENT LTD

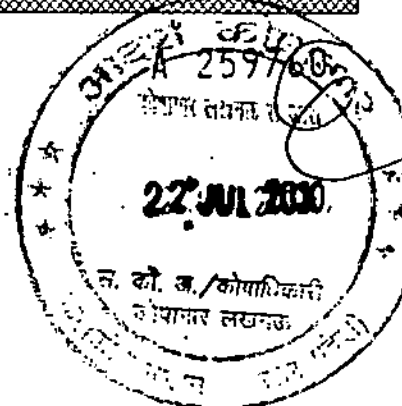
[Signature]
MANAGING DIRECTOR

AUTHORISED SIGNATORY



उत्तर प्रदेश UTTAR PRADESH

(5)



NAME OF THE SECOND PARTY :

M/s. Ratan Housing Development Limited, a Company duly incorporated under the Companies Act, 1956 and having its registered office at 113/70, Swaroop Nagar Kanpur; through its Authorised Signatory Mr. Manik Mehra S/o Late Dinesh Kumar Mehra R/o Flat No.502, Prem Ratan Vatika, 7/180, Swaroop Nagar, Kanpur, duly authorized by the Board of Directors vide its resolution dated 30-07-2010.

PAN No.:- AACCR6099R

DETAILS OF PROPERTY HEREBY SOLD :

1. Place : Kamlabad, Barhauili, Baksi Ka Talab, Lucknow.

Manik Mehra
Ruchi Sathia
For Ratan Housing Development Ltd.

For RATAN HOUSING DEVELOPMENT LTD.

[Signature]
MANAGING DIRECTOR

AUTHORIZED

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
25000
पच्चीस हजार रुपये



Rs.
25000
TWENTY FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

(6)

2. Arazi Plots Nos.

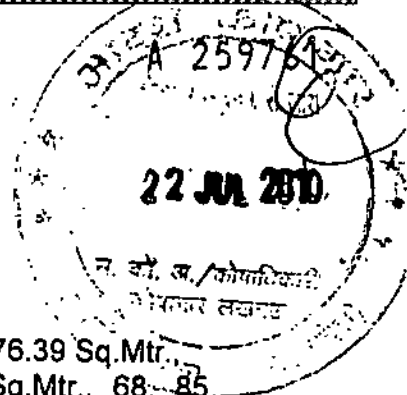
: Plot Nos: 77, 78 area 376.39 Sq.Mtr.,
71, 82 area 464.68 Sq.Mtr., 68, 85
area 464.68 Sq.Mtr., 72, 81 area
557.62 Sq.Mtr, 73, 80 area 522.77
Sq.Mtr., 70, 83 area 464.68 Sq.Mtr.
and plot Nos.69, 84 area 464.68
Sq.Mtr. forming part of Arazies/ Khasra
Nos.155, 222, 160, 141, 142, 144, 145,
148, 159, 161, 136 137, 138, 146,
147/1, 147./2, 228, 342, 483, 152, 151,
152/1, 152/2, total admeasuring
3838.28 Sq.Mtr. of land situated in
Village Kamlabad, Barhauili Pargana
Mahoba, Tehsil Baksi Ka Talab, Distt,
Lucknow

3. Land Area

: 3838.28 Sq.Mtr.

4. Nature of Property

: Residential



For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR

AUTHORIZED SIGNATURE

Anshu

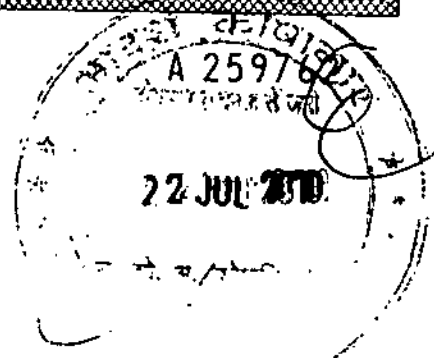
Ruchi Sethi

Sethi

Shikha



उत्तर प्रदेश UTTAR PRADESH



- (7)
5. Double Road situates over the boundary of property : No
6. Details of park/road : N.A.

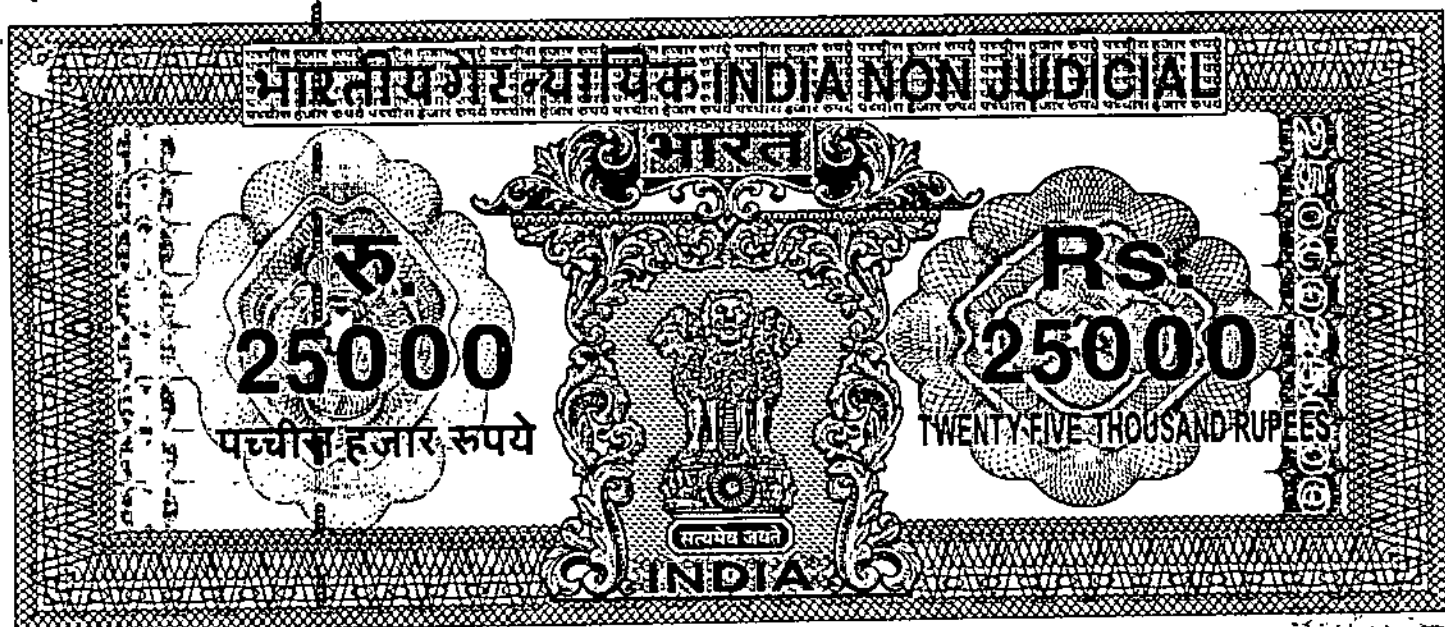
DETAILS OF PAYMENT OF STAMP DUTY :

- 1) Land rate fixed by District Magistrate : Rs.2400/- Per Sq.Mtr.
- 2) Rate of Construction : N.A.
- 3) Cost of Land : Rs.92,11,872/-
- 4) Total market value : Rs.92,11,872/-
- 5) Sale Consideration : N.A.
- 7) Stamp Duty Payable : Rs.6,44,831/-
- 8) Stamp duty paid : Rs.6,45,000/-

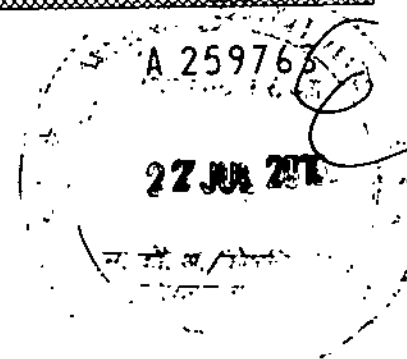
Mr. M. L. Sethi
Mr. L. S. Sethi
Mr. L. S. Sethi
Mr. L. S. Sethi

For RATAN HOUSING DEVELOPMENT LTD

[Signature]
 MANAGING DIRECTOR
 AUTHORIZED SIGNATORY



उत्तर प्रदेश UTTAR PRADESH



(8)

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is made at Lucknow on this 31ST day of July, 2010.

BETWEEN

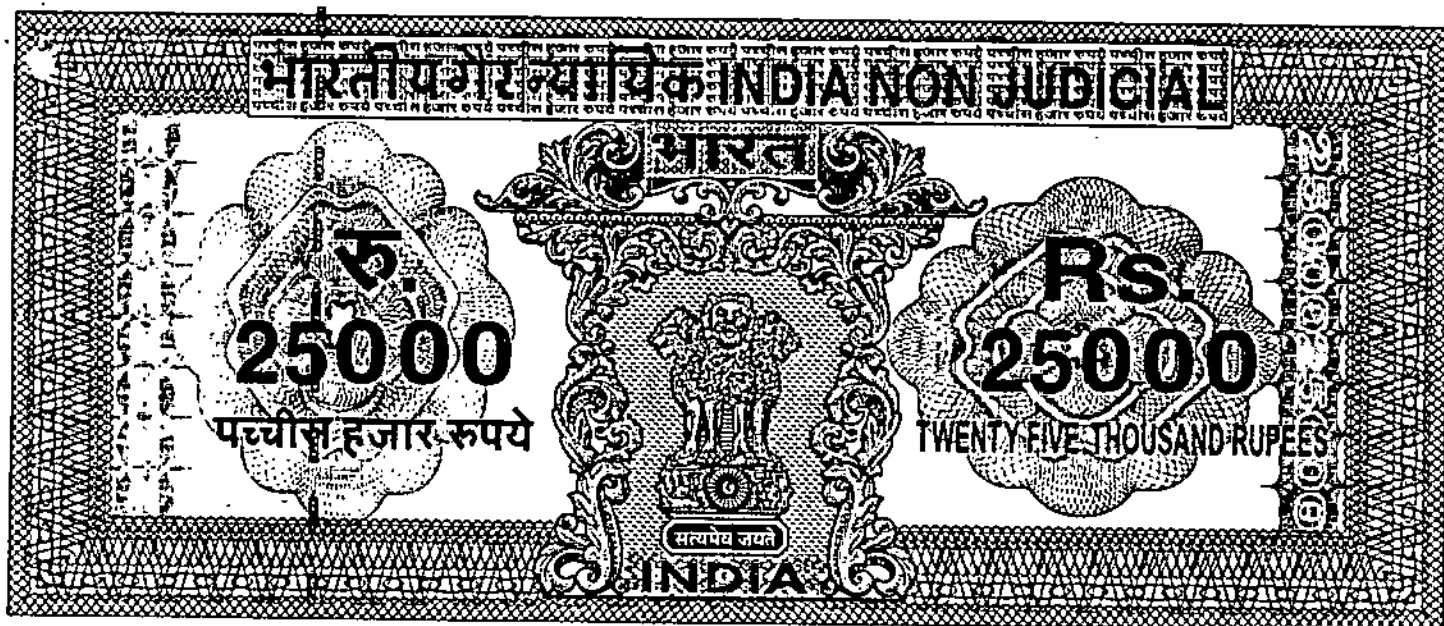
1. Mr. Rohit Rai Sethi S/o Late B.K. Sethi R/o 3/1, Rail Vihar Ashiyana Colony, Lucknow.
2. Shri Mohit Sethi S/o Late B.K. Sethi R/o 3/1, Rail Vihar Aasiyana, Colony, Lucknow.
3. Smt. Prem Lata Sethi W/o Late B.K. Sethi R/o 3/1, Rail Vihar Aasiyana Colony, Lucknow.
4. Smt. Ruchi Sethi W/o Shri Mohit Sethi R/o 3/1, Rail Vihar Aasiyana Colony, Lucknow.
5. Smt. Tanu Sethi W/o Shri Rohit Sethi R/o 3/1, Rail Vihar Aasiyana Colony, Lucknow, (hereinafter collectively referred to as 'FIRST PARTIES', which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its officials, representatives, assignees, nominees, liquidators etc. includes jointly and severally) of the One Part.

Rohit Sethi
Prem Lata
Ruchi Sethi
Tanu Sethi

For RATAN HOUSING DEVELOPMENT LTD

[Signature]
 MANAGING DIRECTOR

AUTHORISED SIGNATORY



उत्तर प्रदेश UTTAR PRADESH

(9)

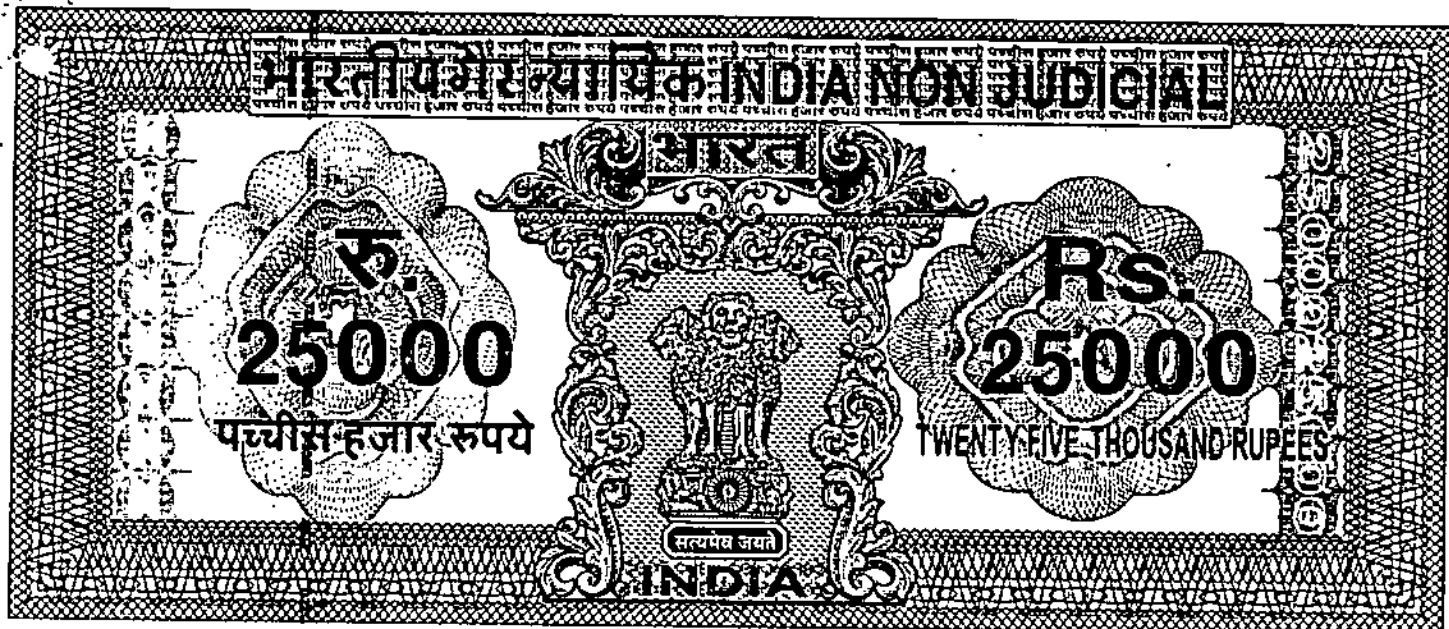
AND

M/s. Ratan Housing Development Limited, a Company duly incorporated under the Companies Act, 1956 and having its registered office at 113/70, Swaroop Nagar Kanpur, through its Authorised Signatory Mr. Manik Mehra S/o Late Dinesh Kumar Mehra R/o Flat No.502, Prem Ratan Vatika, 7/180, Swaroop Nagar, Kanpur, duly authorized by the Board of Directors vide its resolution dated 30-07-2010, (hereinafter referred to as the 'SECOND PARTY', which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its officials, representatives, assignees, nominees, liquidators etc.) of the Other Part.

Manik Mehra
Ruchi Sethi
Shobhi
Sahil

For RATAN HOUSING DEVELOPMENT LTD
Manik Mehra
 MANAGING DIRECTOR
 AUTHORIZED SIGNATORY

A-259764
 27 JUL 2010
 न. न. र. / न्यायिक
 नगर लखनऊ
 1350



उत्तर प्रदेश UTTAR PRADESH

A 2597657

27 JUL 200

(10)

PREAMBLE

The First Party have purchased residential plots and lands bearing Plot Nos. 77, 78 area 376.39 Sq.Mtr., 71, 82 area 464.68 Sq.Mtr., 68, 85 area 464.68 Sq.Mtr., 72, 81 area 557.62 Sq.Mtr., 73, 80 area 522.77 Sq.Mtr., 70, 83 area 464.68 Sq.Mtr. and plot Nos. 69, 84 area 464.68 Sq.Mtr. forming part of Arazies/ Khasra Nos. 155, 122, 160, 141, 142, 144, 145, 148, 159, 161, 136 137, 138, 146, 147/1, 147/2, 228, 342, 483, 152, 151, 152/1, 152/2, total admeasuring 3838.28 Sq.Mtr. of land situated in Village Kamlabad, Barhauili Pargana Mahoba, Tehsil Baksi Ka Talab, Distt, Lucknow through separate sale deed executed by Tarun Sahkari Awash Samit Ltd. Lucknow, having its registered Office at 169-A, Ravindrapalli Faizabad Road, Lucknow, the plots owned by First Party are adjacent to each and others. The detailed description of plots purchased by First party are given below :-

For RATAN HOUSING DEVELOPMENT LTD

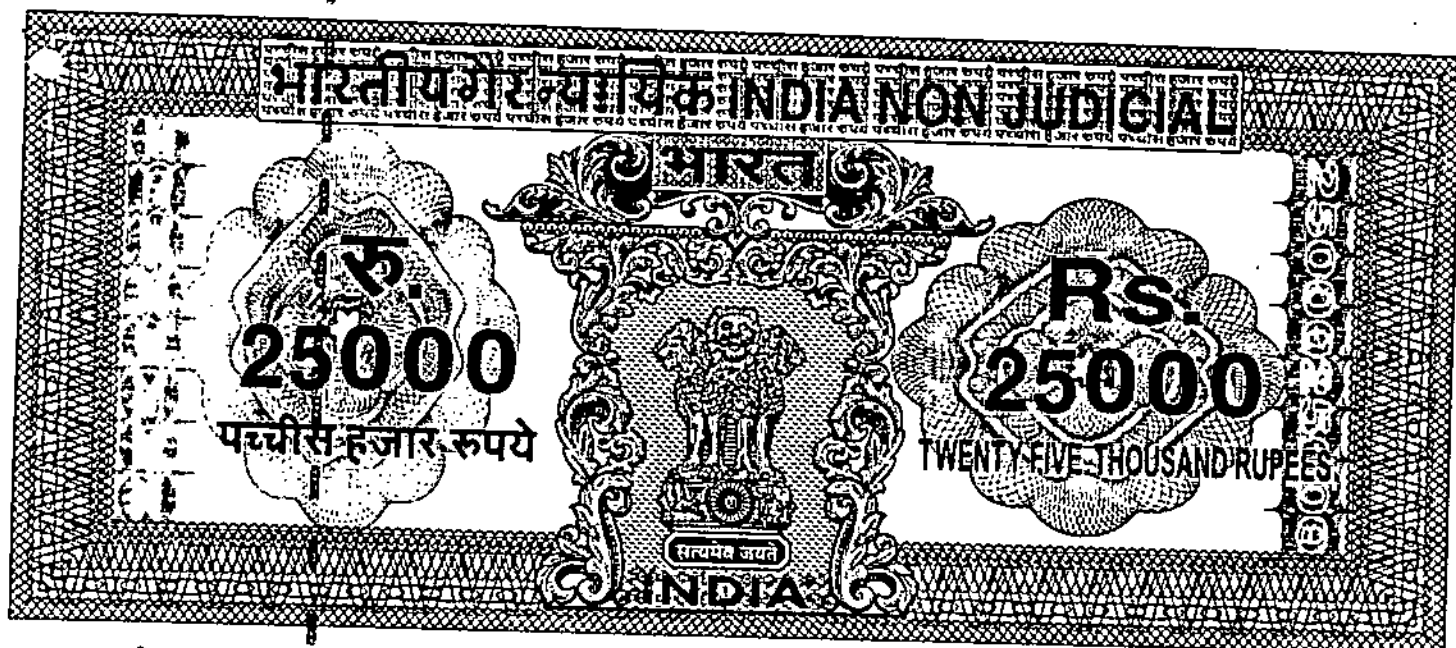
MANAGING DIRECTOR

AUTHORISED SIGNATORY

Mr. Smt. P. S. S. S.

Ruchi Selhi

Smt. Sahika



उत्तर प्रदेश UTTAR PRADESH

A 259766

22 JUL 1970

(11)

S.No.	Plot Nos.	Area in Sq.Mtr.	Area in Sq.Mtr.
1.	77, 78	376.39	
2.	71, 82	464.68	
3.	68, 85	464.68	
4.	72, 81	557.62	
5.	73, 80	522.77	
6.	70, 83	464.68	
7.	69, 84	464.68	
Total area		3838.28 Sq.Mtr.	

AND WHEREAS :

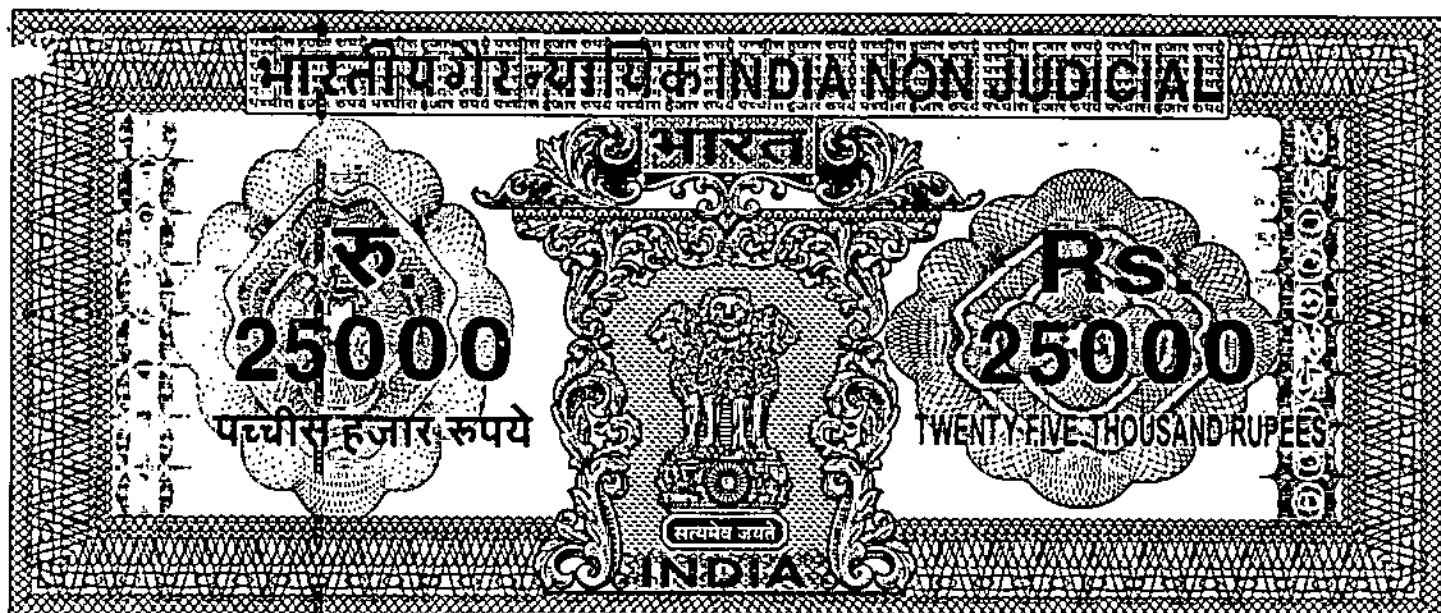
1. The first party are the absolute owners in possession, in respect of residential plots, described above as shown in the map, the name of the first party in respect of said arazies have been duly mutated in the of Revenue record.

For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR

AUTHORISED SIGNATORY

Ms. Shri
Ruchi Sethi
Ruchi Sethi
Ruchi Sethi



उत्तर प्रदेश UTTAR PRADESH

A 259767

22 JUL 2007

(12)

2. The Village Kamlabad Barhauli, Bakshi Ka Talab was/is within the territorial jurisdiction of Zila Panchayat, Lucknow, therefore the first party submitted the building plan for raising the constructions, of multi storeyed residential building on/over said plot of land before the competent authority of Zila Panchayat, Lucknow, The first party had got the building plan of residential multi storeyed building sanctioned from Zila Panchayat, Lucknow vide permit No.561/नक्शा/जि०पंचा 2006-07 dated 31-01-2007, for ground + Eight Storeyed containing 64 numbers of residential flats covered parking etc. The first party has obtained Fire N.O.C. from competent authority vide letter No.10108/ES-06 dated 31-12-2006.
3. The first party has no experience to erect the residential building, hence in the present global scenario and in order to contribute in the planned development, the First Party have decided to erect multistoried residential building duly equipped with modern amenities in Joint Venture.

For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR

AUTHORISED SIGNATORY

M. M. S.

P. S. S.

Ruchi Sethi

K. S.

Lalitha



उत्तर प्रदेश UTTAR PRADESH

A 259768

22 JUL 2016

(13)

4. The Second Party represented itself, as reputed Developers and Colonizer, and having vast experience in the construction of multistoried apartments and group housing etc. and expressed its desire to raise the constructions, the first party has accepted the offer of second party and have collectively decided to enter into this Joint Venture Agreement.
5. The first party clearly assure and undertake to the Second party, that in pursuance of said sanctioned plan by Zila Panchayat, Lucknow, the First party is entitled to carry on constructions of multi-storeyed building without any extra charge to the Lucknow Development Authority or any other statutory body even otherwise if at any time the issue regarding the validity of said sanctioned plan of Zila Panchayat, Lucknow is raised, by any authority or statutory body or consumers or prospective purchasers etc. it will be sole and exclusive responsibility of the first party to resolve the issue at their own cost and resources and if any amount is demanded by any authority pertaining to said sanction plan betterment etc. it will be deposited by the first party.

For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR

AUTHORISED SIGNATORY

Amrit

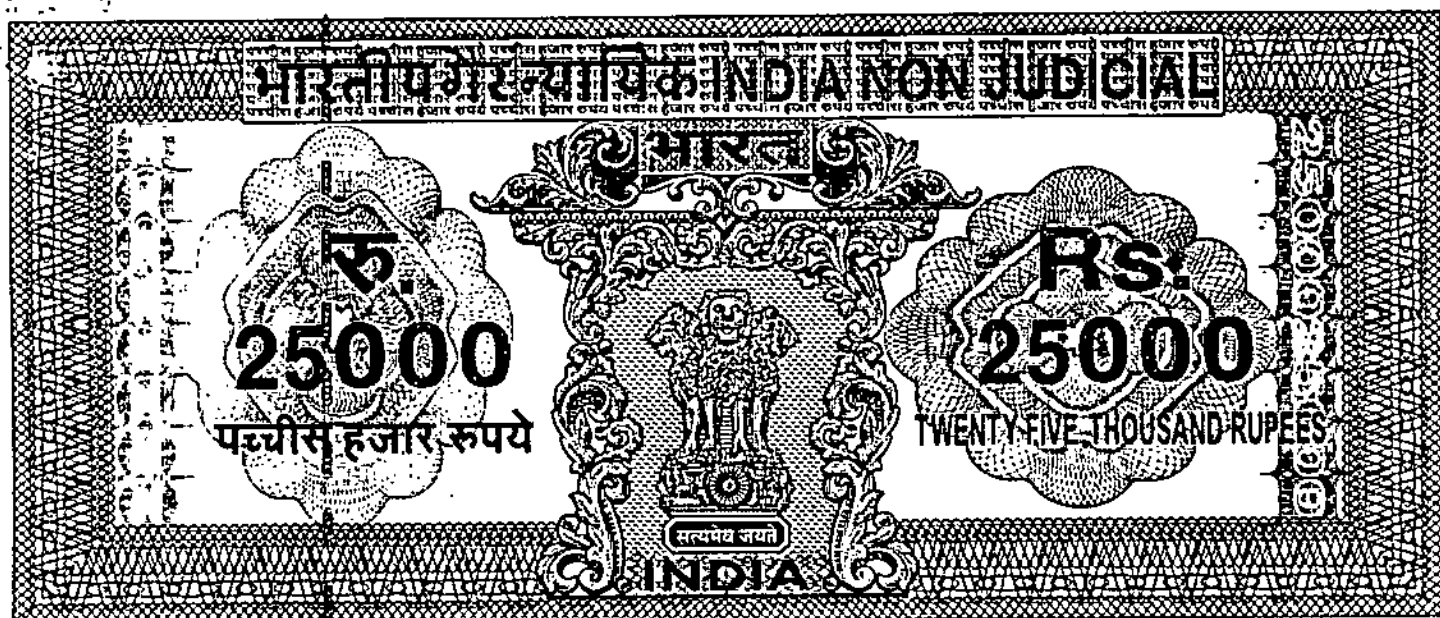
P. S. Sethi

Ruchi Sethi

Arjun

Chitra

MSM
PSK
Buchi Sethi
Betti
Whitaker



उत्तर प्रदेश UTTAR PRADESH

A 259770

22 JUL 2011

(15)

DEFINITIONS:

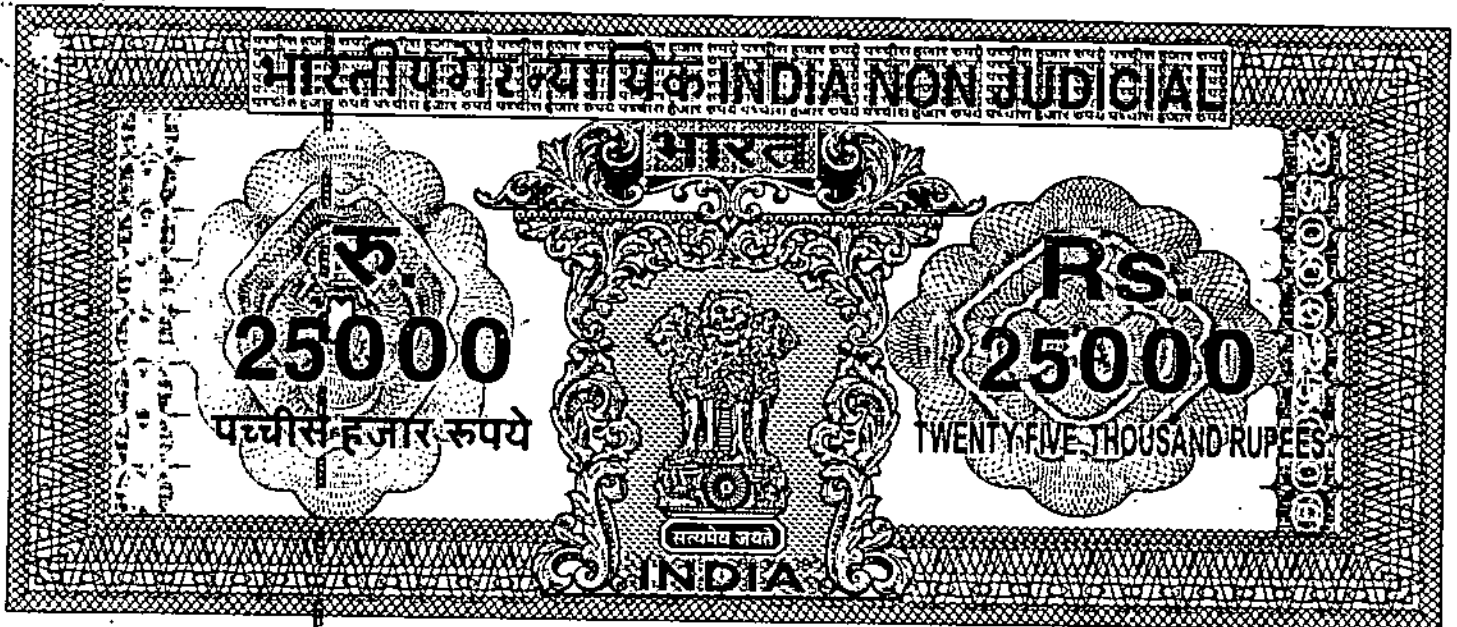
- (i) **Subject Land :** 3838.28 Sq.Mtr. of land situated in Village Kamlabad, Barhauili Pargana Mahoba, Tehsil Baksi Ka Talab, Distt, Lucknow, comes within the jurisdiction of Zila Panchayat, Lucknow, shown in Red colour in the map attached herewith.
- (ii) **Intended Objects:** means to construct multistoried residential, apartments/complexes, duly equipped with other amenities.
- (iii) **Force- Majure :** means natural calamity, operation of law, riots, shortage of materials and obstructions in the construction due to unavoidable and unforeseen reasons.
- (iv) **Respective Share :**

First party	-	30%
Second party	-	70%

Msmt. P. S. S. S.
Ruchi Selti
Ishti
Rakshita

For RATAN HOUSING DEVELOPMENT LTD

[Signature]
 AUTHORIZED SIGNATURE



उत्तर प्रदेश UTTAR PRADESH

A.25977

22 JUL 1998

(16)

With mutual consent, both parties will amicably divide their respective shares in the flats, residential, apartments / complexes, open and covered car parking spaces, Roof of the building etc. In case of common sale by the second party sale proceeds will be divided as per said ratio, subject to realization of security deposit and other dues etc. which to be realized from the first sale of the first party.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. CONTRACTUAL OBLIGATION AND RIGHT OF FIRST PARTY

- 1.1 Before starting of constructions activities the First party will get a declaration under section 143 of U.P.Z. Act in respect of subject land.

For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR

AUTHORISED SIGNATURE

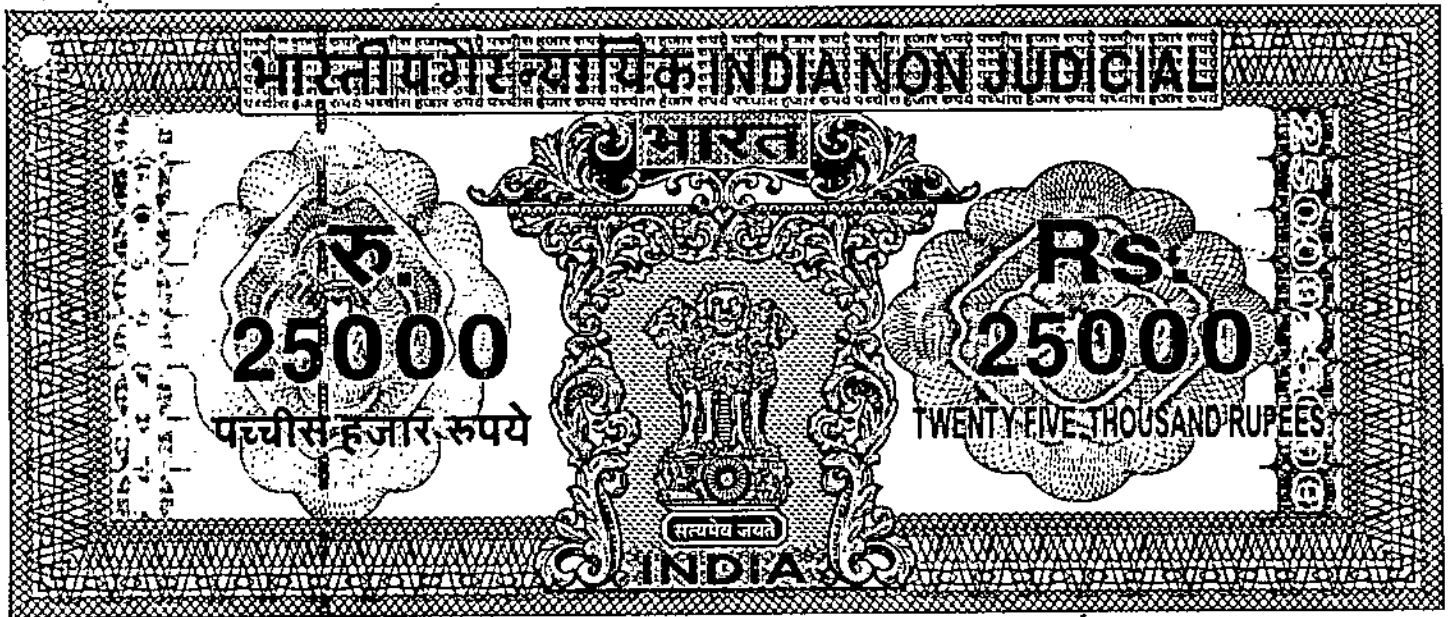
M. Shri

P. S. S. S.

Ruchi Selhi

Santhi

Ashitkar



उत्तर प्रदेश UTTAR PRADESH

A 259772

(17)

27 JUL 2015

- 1.2 In case of imposition of any betterment charges or any kind of pecuniary liability pertaining to or arising out of said building plan, sanctioned plan by Zila Panchayat Lucknow, by any other authority during constructions or upto completion of constructions or at any time it will be exclusive and perpetual responsibility of the first party jointly and severally, same will be exclusively borne and paid by the first party the Second party will have no concerned at all.
- 1.3 Before construction or within 120 days of the date of commencement of constructions the first party will get the said sanction plan of Zila Panchayat, confirmed from competent authority of Lucknow Development Authority upto satisfaction of second party and to obtain certificate from L.D.A. that property is not under acquisition.

For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR
AUTHORISED SIGNATORY

Ms. Shilpi
P. S. Sethi
Ruchi Sethi
Latika
Shilpi



उत्तर प्रदेश UTTAR PRADESH

A 259773

22 JUL 1977

(18)

- 1.4 To obtain a detailed and comprehensive permission for entering into this Joint Venture agreement and subsequent sale by Second party in favour of prospective buyers of whole project from Tarun Sahkari Awash Samiti Ltd. and in case of imposition of any charges, by the society it will be exclusively born and paid by the First party.
- 1.5 The residential plots purchased by the First party are not effected under Bulk sale restrictions, even if at any time, if any permission, is required at any stage the same will be exclusive and perpetual responsibility of first party, it will be obtained by the First Party at their own cost and resources from the appropriate authority.

For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR

AUTHORISED SIGNATORY

M. S. S. S.

P. S. S. S.

Ruchi Sethi

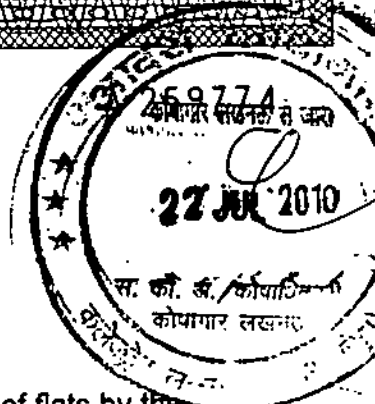
Sethi

Chhillar



उत्तर प्रदेश UTTAR PRADESH

(19)



- 1.6 That all dues regarding the subject land prior to assessment of flats by the Competent Authority, will be borne and paid by the First party, after completion of building/project and assessment of individual flats, taxes will be borne and paid as per their respective shares of both parties or purchasers of flats.
- 1.7 That the First Party assures and covenants to the second party that till date the subject land is not attached against the Income tax demand or sales tax dues etc. However, in future, if any financial liability of First Party arises, it will be realized from the land and building of First Party's share in the subject land belonging to the First Party, in no case any portion of such demands of income tax, sales tax or any statutory dues, against First Party, will be recoverable from the 70% share of the second party.

For RATAN HOUSING DEVELOPMENT LTD

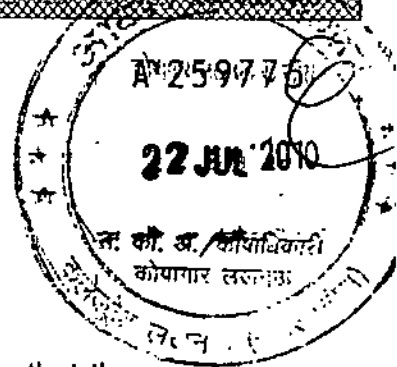
MSM
PSB
Ruchi Sethi
Lathe
Lakshmi

[Signature]
MANAGING DIRECTOR
AUTHORISED SIGNATORY



उत्तर प्रदेश UTTAR PRADESH

(20)



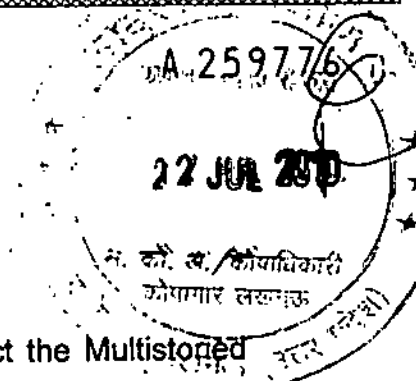
- 1.8 That the First Party hereby undertake to the Second party, that they are having perfect, good marketable title over the subject land with the assurance that the First Party has not been restrained by any court order or income tax department or otherwise to enter into this Joint Venture Agreement.
- 1.9 To indemnify to the Second party with regard to perfect, good marketable title over the subject land with the assurance that the First Party has not been restrained by any court order or Income Tax Department, or otherwise, to enter into this Joint Venture Agreement.
2. **CONTRACTUAL OBLIGATIONS AND RIGHT OF THE SECOND PARTY**
- 2.1 The Second Party will construct the multistoried residential apartments, as per intended objects, in conformity with the plans, drawing, specifications and elevations as per map, duly approved by the Zila Panchayat, Lucknow permit no.561 dated 31-07-2007.

Handwritten signatures:
 P. S. S. S.
 P. S. S. S.
 P. S. S. S.
 P. S. S. S.
 P. S. S. S.

For RATAN HOUSING DEVELOPMENT LTD
Handwritten signature
 MANAGING DIRECTOR,
 AUTHORIZED SIGNATORY



उत्तर प्रदेश UTTAR PRADESH



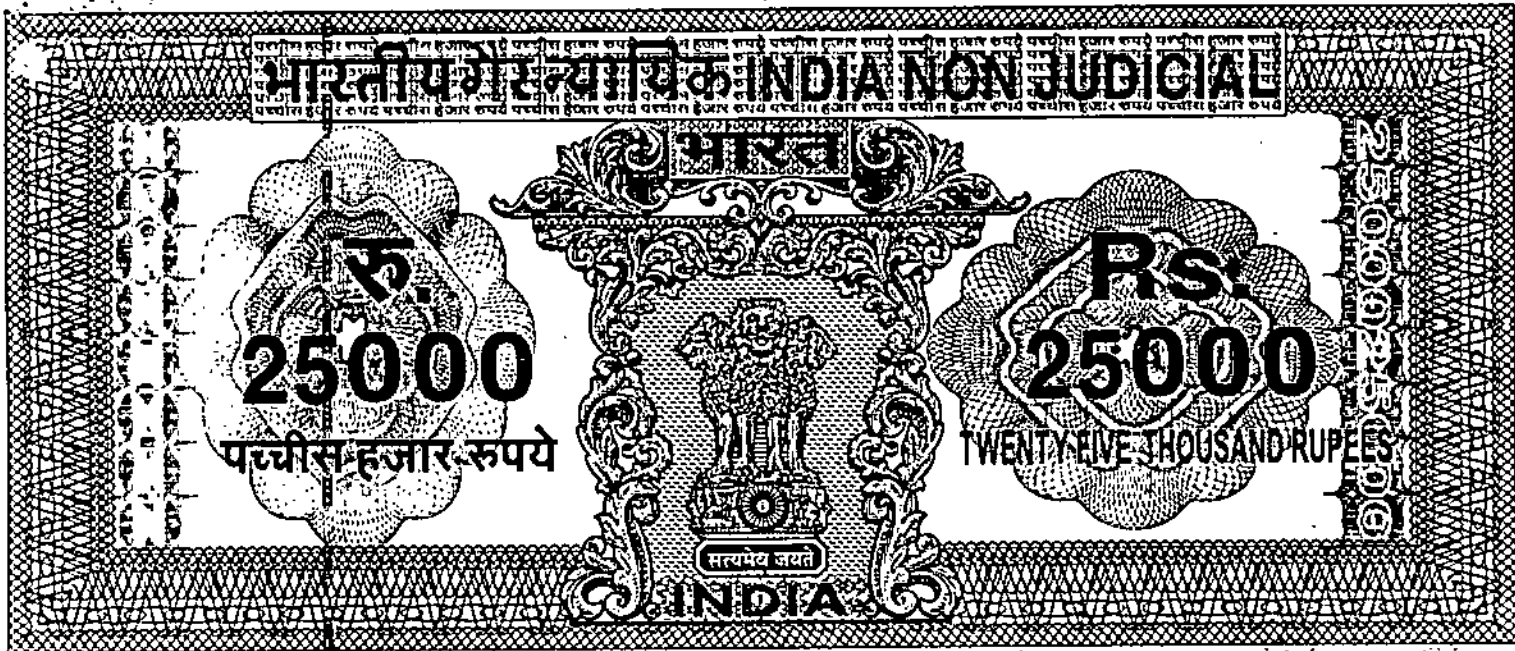
(21)

- 2.2 In pursuance of said contract and consideration to erect the Multistored residential apartments, over the subject land, out of its own funds and resources, and in lieu thereof, the second party will have 70% duly demarcated share of Flats, and covered car parking, space, terrace undivided share in the common area and common facilities, etc. together with proportionate undivided share in the land of the Project and in case of common sale, proceeds will be divided accordingly.
- 2.3 The Second Party will be fully empowered to advertise, display signboards, publish the project in any manner whatsoever at its cost, and to book, sell the flats, commercial units, parking etc. of its share and to receive the earnest money, sale consideration from the prospective purchasers in respect of super built up area, common area and facilities, terrace open and covered parking etc. together with undivided share in the land and give them valid receipts, and to execute proper deed of conveyance, in the favour of the purchasers of its 70% share.

For RATAN HOUSING DEVELOPMENT LTD

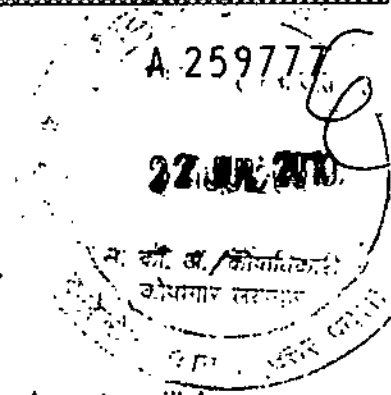
Ms. Shri
P. S. S.
Ruchi Sethi
Ratna
Shikha

[Signature]
MANAGING DIRECTOR
AUTHORISED SIGNATURE



उत्तर प्रदेश UTTAR PRADESH

(22)

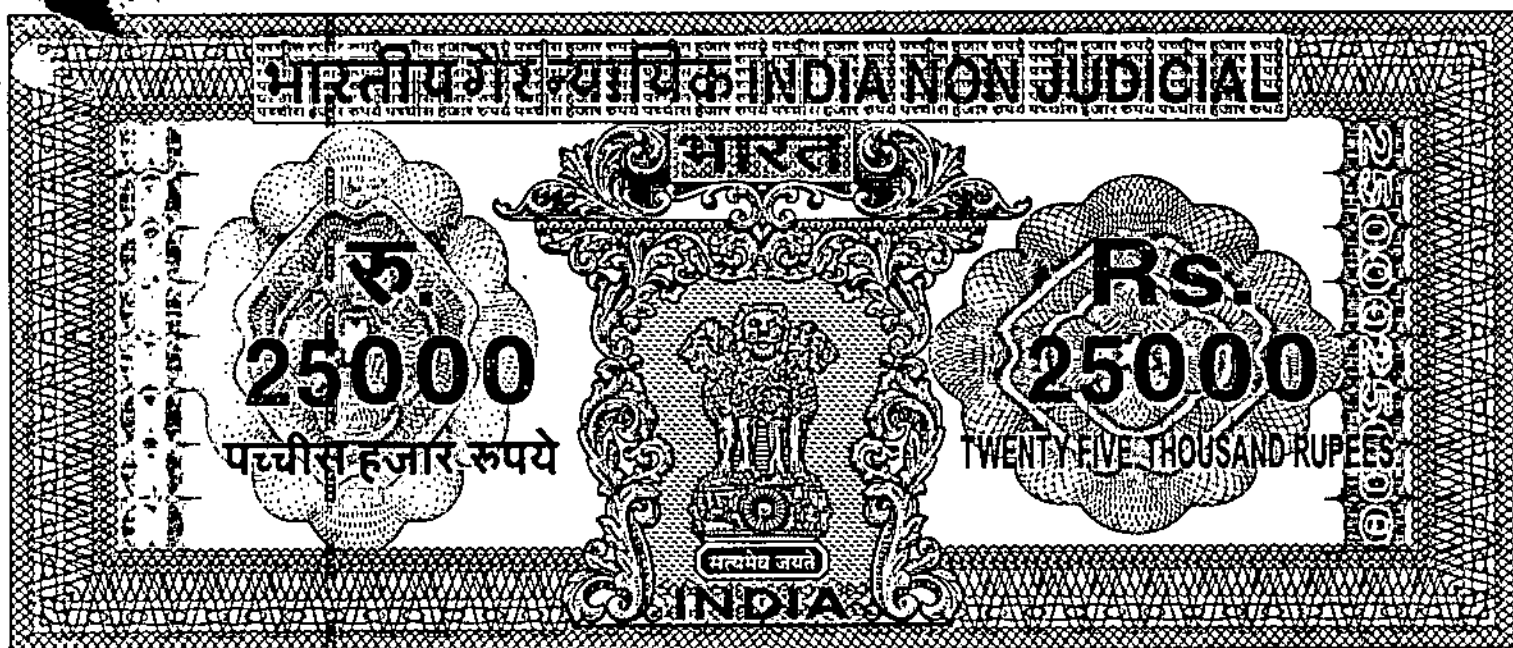


- 2.4 In pursuance of this Joint Venture agreement, the second party will be fully empowered and authroized to execute agreement to sell, sale deed/deeds or any other documents in respect of its 70% share and lien mark flats and others flats on/over which interest of second party has been created for realization of its dues consisting of super built up area, common area, facilities open and covered parking space terrace etc. of the building together with proportionate undivided share in the land of subject land, as per its choice, in favour of its prospective purchasers, and to get them registered, in the office of Sub-Registrar, Lucknow or to deal with its share, as absolute owner, without any further consent of the First Party. Notwithstanding anything contained above, a registered general power of attorney for execution and registration of said 70% share of

M. S. Sethi
P. S. Sethi
Ruchi Sethi
Sethi
Shikha

For RATAN HOUSING DEVELOPMENT LTD

[Signature]
 MANAGING DIRECTOR
 U. REGISTERED SIGNATORY



उत्तर प्रदेश UTTAR PRADESH

A: 259778

22 JUL 2010

(23)

second party + lien mark flats and others flats on/over which interest of second party has been created for realization of its dues will be executed by the first party in favour of the person nominated by the Second Party, it is clarified that by virtue of this Joint Venture agreement, the second party is will be empowered to execute the sale deeds in favour of their prospective purchasers, no further consent through power of attorney or any kind is need.

3. PERIOD FOR COMPLETION OF PROJECT :

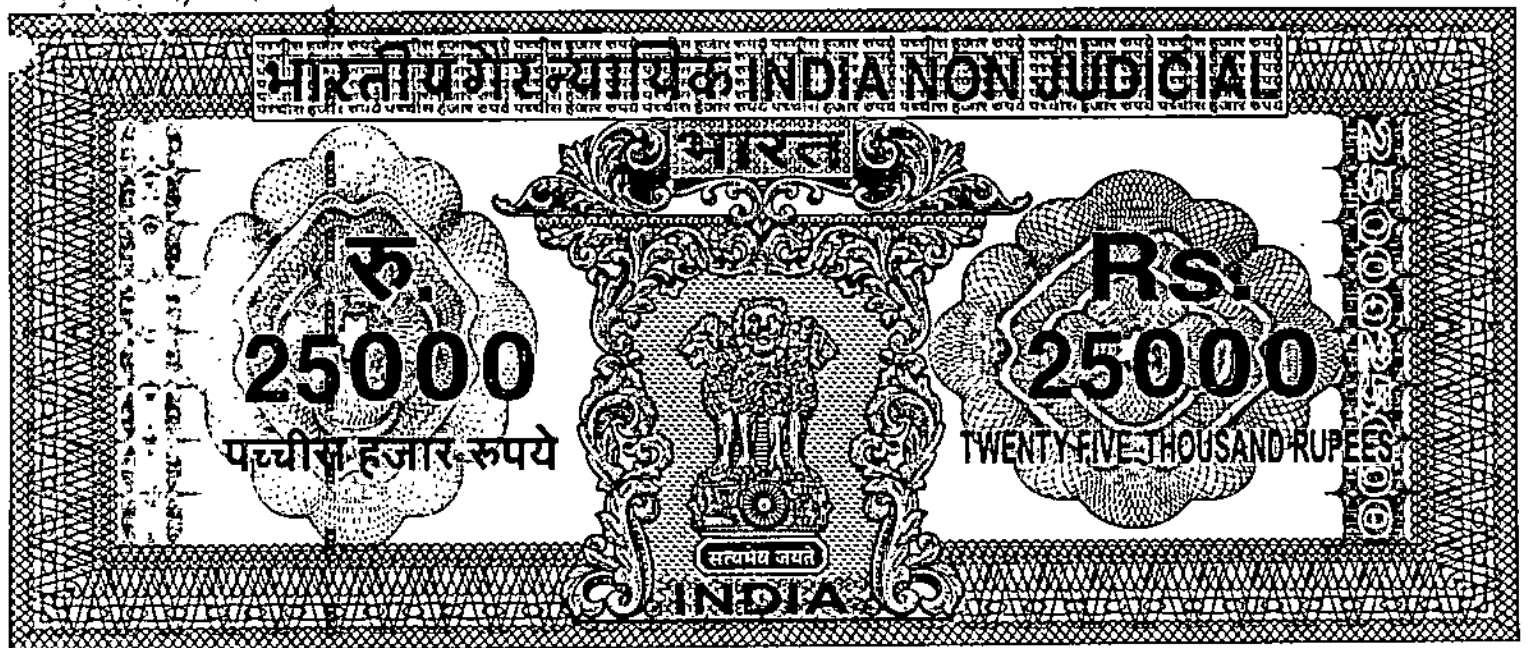
- 3.1 The Second Party undertakes to complete the construction of the project within 3 years, subject to fulfillment of contractual obligations by the first party as contained in clause 2.1 to 2.4 of this Joint Venture Agreement.
- a) With the mutual consent of the parties, the agreed period for completion of project will be extended.

For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR.

AUTHORIZED SIGNATORY

Ms. Shilpa
Ruchi Sethi
Ravi
Chaitan



उत्तर प्रदेश UTTAR PRADESH

A 259779

22.11.20

(24)

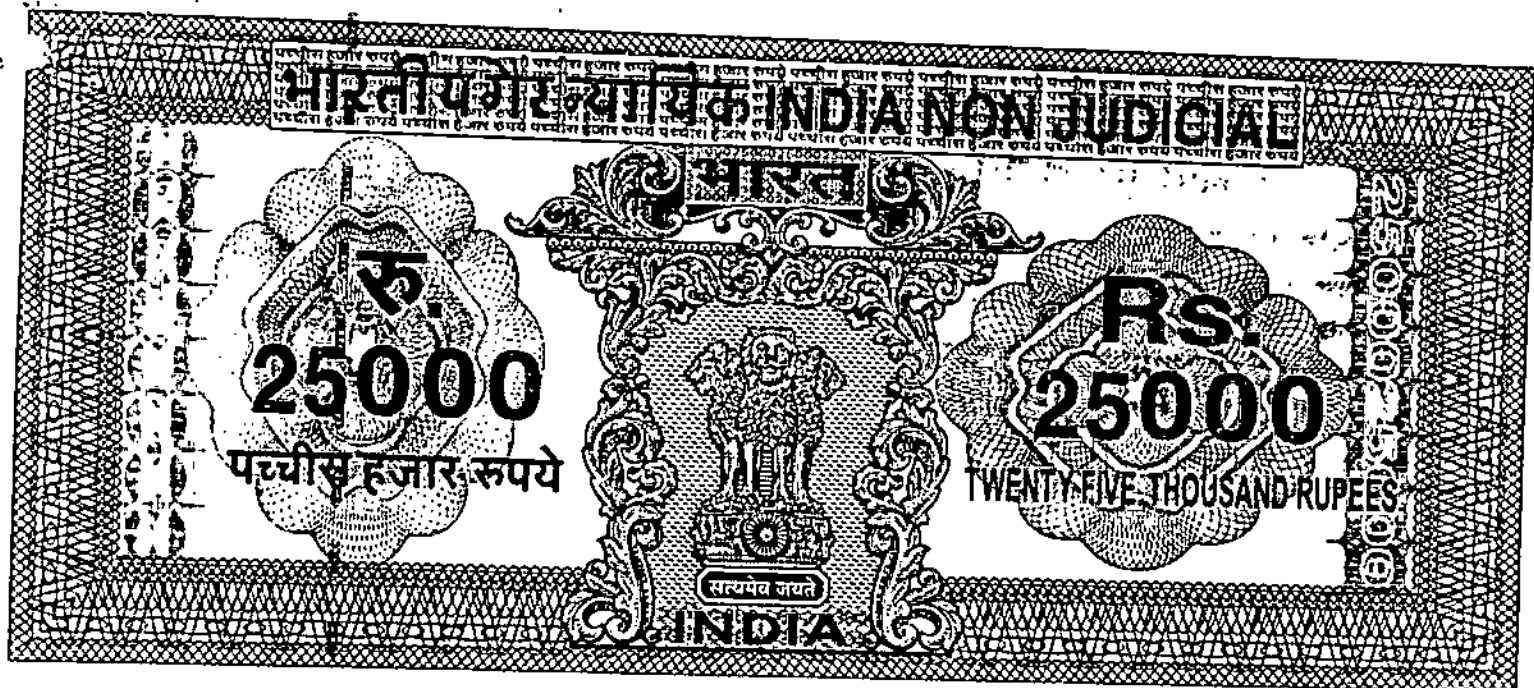
- 3.2 Any delay, in carrying out the construction, due to force majeure causes...
The effected period shall not be taken into account, while, calculating the period of completion of project, and the effected period shall be considered as idle period.
- 3.3. In case of any dispute with regard to the title of the First Party or sanction plan etc. or due to other impediment caused by the First Party or any one on behalf of First Party, the Second Party is unable to carry out the construction, of the project, the effected period in the dispute will not be considered, while calculating the period of completion of the project. Apart from it the Second Party will have lien and right to retain and utilize the constructed portions in the subject land, together with land underneath therein, to the extent of the amount and other incidental expenses incurred in the said project.

For RATAN HOUSING DEVELOPMENT LTD

MANAGING DIRECTOR

AUTHORISED SIGNATORY

Anshu
Pooja
Pooja Sathi
Ishti
Rohini



उत्तर प्रदेश, UTTAR PRADESH

A 259780

27 JUL 1971

(25)

4. **DEPOSIT OF SECURITY MONEY FOR DUE COMPLIANCE OF JOINT VENTURE AGREEMENT :**

For due performance of this Builder Agreement, the Second Party has deposited Rs.72,00,000/- (Rs. Seventy Two Lacs Only) as security money with the First Party which will be realized from the first sale of 30% share of first party. For realization of said security deposit the first party will be out rightly empowered to book sale three number of three bed rooms flats alongwith three covered parking of first party's share 30% and balance if any.

5. **GENERAL**

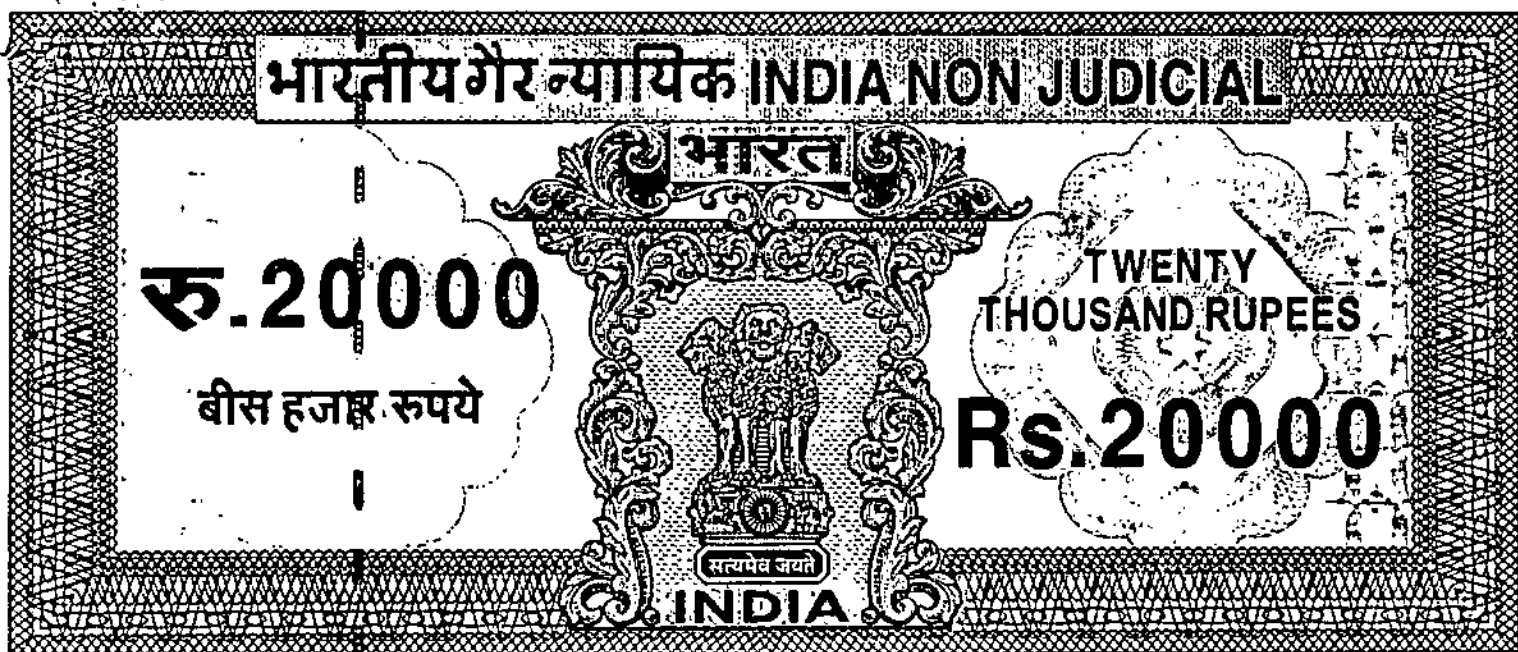
- 5.1 That this Joint Venture Agreement will remain enforce in perpetuity upto the completion of the Project and development of the subject land, upto intent of parties and execution of sale deeds in favour of prospective purchasers.

For RATAN HOUSING DEVELOPMENT LTD

Ms. Shri
Ms. Sethi
Ruchi Sethi
Sethi
Chitran

MANAGING DIRECTOR

AUTHORIZED SIGNATURE



उत्तर प्रदेश UTTAR PRADESH

657097

18 JUN 2010

(26)

- 5.2 By virtue of this Joint Venture Agreement, the second party is empowered and authorized to submit any applications, letters, bonds, affidavits, etc. pertaining to approval, sanction and other activities with regard to the development at site and completion of the project.
- 5.3 The second party shall indemnify to the First Party in respects of only claims, damages or expenses, payable in consequence to any injury to any employee, workmen, nominee, invitee while in or upon the said premises and claims of the prospective purchasers up to handing over the possession of the flats and execution of final sale deed in their favour.
- 5.4 That in case of any deviation from the said sanctioned plan, the penalty, compounding fee etc. if any, occurs in the project will be paid by the both parties in proportionate ratio. It is clarified that in case of any penalty regarding sanctioned plan is imposed, it will be borne and paid by first party only second party will have no concern.

Handwritten signatures:
 Anshu
 P. S. S.
 Ruchi Sethi
 Jothi
 Sahil

For RATAN HOUSING DEVELOPMENT LTD

Handwritten signature of Managing Director

MANAGING DIRECTOR

AUTHORIZED SIGNATURE

(27)

- 5.5 That during course of constructions of project and thereafter, the First Party, will not create any encumbrances, mortgages or charges, over the subject land in any manner whatsoever which may be, prejudicial to the interest of the second party, or its prospective purchasers.
- 5.6 The Original title documents pertaining to the said land shall be kept in the safe custody of Shri Gaurav Sethi S/o Late Krishna Gopal Sethi R/o 117/H-1/261, Model Town, Pandu Nagar, Kanpur
- 5.7 The name of the proposed residential project shall be "Sai Ratan Prestige" Corporate (1) Avenue, 6th Milestone, Sitapur Road, NH 24, Lucknow, which name can not be changed by any party of this Joint Venture Agreement or their prospective purchasers or subsequently formed associations of flat owners.
- 5.8 This agreement shall not be deemed to constitute a partnership, between the parties as such all tax liabilities, including income tax, sales tax, capital gain tax etc., will be the individual and independent liability of the party concerned.
- 5.9 After execution of this Joint Venture Agreement, the parties may with mutual consent in writing alter, change or modify any of the conditions enumerated hereinabove, in case of such alteration, without effecting the entire agreement up to extent of modifications the contract will be deemed to be novated and parties will be bound to adhere the same.
- 5.10 That the status of second party over the Project is as co-owner of entire project and will be the absolute owners of flats and its 70% share + 3 lien mark flats and others in respect of which interest of second party has been created, as such, by virtue of the provisions contained in section 32 of the Indian Registration Act, the second party is/will have absolute and unrestricted right to execute Agreement to Sale/Sale Deed etc. and to

M.M. Sethi
Ruchi Sethi
Devi
Rohini

FOR RATAM HOUSING DEVELOPMENT LTD.

[Signature]
AUTHORISED SIGN. J.J.V.

receive entire agreed sale consideration in its name, give them valid receipts and get the sale deeds registered in respect of its 70% share of the Project + 3 lien mark flats and others in respect of which interest of second party has been created and lien mark flat/flats booked for realization of security amount and other charges.

- 5.11 That Second party to ensure good quality construction, any calamity arising out of construction part will be the sole responsibility of second party first party will not be held responsible for any sort of claims pertaining to constructions.
- 5.12 That during constructions of building or thereafter if due to defect in title or any litigation with regard to the ownership of the subject land or due to prohibitory orders of the government or if First Party creates any type of hindrances, obstructions or unwanted intervention by which the construction activities will be stopped, hampered or First Party commits any breach of this agreement, the First Party will pay to the second party 12% p.a. simple interest on/over the entire expenses incurred by the second party + security deposit of 72 Lacs up to restoration of normalcy, said amount will become payable on demand by Second party and it will be joint and several responsibility of first party to clear the entire outstanding of second party. The said amount will be realized by the second party from the project land as well as other immovable and movable assets of the First Party, apart from the privileges and rights contained in sub-clause 3.3 of this Joint Venture Agreement.
- 5.13 That as per assurance of the first party, the map sanctioned by Zila Panchayat, Lucknow is fully valid and the second party will be fully entitled to carry on constructions in pursuance of the said sanctioned plan without levy of any kind of charges whatsoever including betterment etc. to any authority including L.D.A. etc., even if any betterment or any other charges

Amal

Bhaskar

Ruchi Selti

Ishti

Rakhi

FOR RATAN HOUSING DEVELOPMENT PVT. LTD.

[Signature]

AUTHORISED SIGNATORY

pertaining to sanction of the building plan is levied by any authority at any stage will be exclusively born and paid by the first party, second party will have no concern at all. If first party fails and neglect to pay the same, the second party will have unrestricted right to recover the amount by out right sale from the 30% share's of the first party in the project.

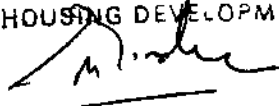
5.14 This Joint Venture Agreement will remain in force, until the subject land is fully developed up to intent of parties and apartments / complexes, car parking built over the subject land are / will be fully sold to the prospective purchaser.

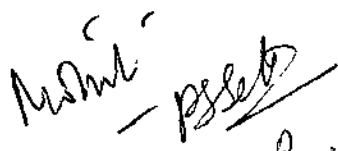
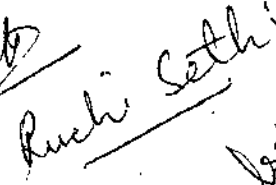
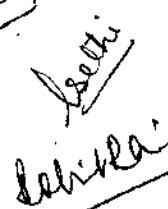
5.15 That the Stamp duty, registration charges and other expenses with regard to the execution and registration of this Joint Venture Agreement shall be borne by the first and second party in the ratio of 30% and 70% respectively. Presently the second party has paid stamp duty and other expenses, hence same will be reimbursed to the Second party by first party.

6. **ARBITRATION**

All disputes or differences relating to specific breach of contract or damage or otherwise in connection with the agreement during or after completion or interpretation of the terms etc. among the parties or their prospective purchasers, the same shall be referred to the sole arbitrator Shri Gaurav Sethi S/o Late Shri Krishna Gopal Sethi R/o 117/H-1/261, Model Town, Pandu Nagar, Kanpur, whose decision shall be final and binding on the parties. Neither party will have any right to approach Civil Court pertaining to or arising out of any matter directly or indirectly of this Joint Venture Agreement. The award of Arbitrator shall be final, conclusive and binding upon the parties. No action can be taken by any parties of this

FOR RATAN HOUSING DEVELOPMENT LTD.


AUTHORISED SIGNATORY

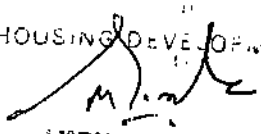
agreement for enforcement of their rights without resorting to arbitration clause as enumerated above.

7. **AGREED PROCEDURE FOR CONDUCTING ARBITRAL PROCEEDINGS**

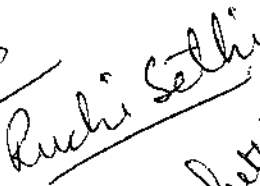
It has been mutually agreed between the parties that in case of breach of any terms and conditions of this agreement, the aggrieved party will communicate his grievances to the other party by giving 15 days notice for redressal of the grievances failing which aggrieved party shall have right to submit his claim to the said sole Arbitrator, Shri Gaurav Sethi, and a copy thereof to be sent to the other party, after receipt of claim statement, entire arbitration proceeding will be completed within 60 days of filing of dispute no party will have right to linger on the proceeding on any ground, in case of failure to do so, the Arbitrator shall give his award on the basis of material available on record, the award so given by the Arbitrator shall be final and binding upon the parties. The procedure is agreed no party can raise any objection in the agreed procedure.

Schedule – A

Description of subject land bearing plot Nos. 77, 78 area 376.39 Sq.Mtr., 71, 82 area 464.68 Sq.Mtr., 68, 85 area 464.68 Sq.Mtr., 72, 81 area 557.62 Sq.Mtr, 73, 80 area 522.77 Sq.Mtr., 70, 83 area 464.68 Sq.Mtr. and plot Nos.69, 84 area 464.68 Sq.Mtr. forming part of Arazies/ Khasra Nos.155, 222, 160, 141, 142, 144, 145, 148, 159, 161, 136 137, 138, 146, 147/1, 147/2, 228, 342, 483, 152, 151, 152/1, 152/2, total admeasuring 3838.28 Sq.Mtr. of land situated in Village Kamlabad, Barhauli Pargana Mahoba, Tehsil Baksi Ka Talab, Distt, Lucknow, bounded as below:

FOR RATAN HOUSING DEVELOPMENT L.D.

AUTHORISED SIGNATORY







श्रीमति लनु सेठी lsethi
पति श्री रोहित सेठी
पेशा गृहिणी
निवासी 3/1 रेल विहार कालोनी आशियाना
लखनऊ



ने निष्पादन स्वीकार किया ।
जिनकी पहचान श्री राजेश श्रीवास्तव एडवोकेट सिविल कोर्ट कानपुर

पेशा वकालत
निवासी

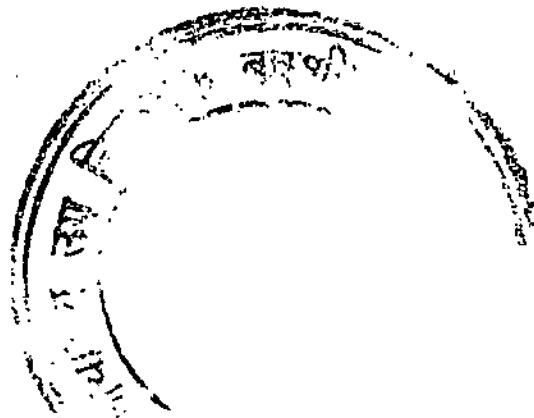
य श्री सर्वेश दुये एडवोकेट सिविल कोर्ट कानपुर
पुत्र श्री
पेशा
निवासी
ने की ।

प्रत्यक्षता भट साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मनोज कुमार
उप निबन्धक
बक्शी का तालाब
5/8/2010



(31)

North : Property of the first party forming part of arazi No.155 & others.

South 29 wide road.

East : Property of the First party forming part of arazi No.155 & others.

West : Property of the First party forming part of arazi No.155 & others.

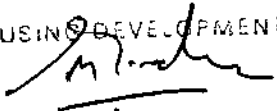
SCHEDULE – B

Details of Payment of Security Deposit of Rs.72,00,000/- are as under :

S.No.	Cheque No.	Date	Drawn On	Amount (Rs.)
1.	014965	05-07-2008	Axis Bank Ltd.	5,00,000/-
2.	401916	15-09-2008	Axis Bank Ltd.	16,00,000/-
3.	Cash	-	Cash	51,00,000/-
			Total =	72,00,000/-

(Rs. Seventy Two Lacs only)

FOR RATAN HOUSING DEVELOPMENT LTD.


AUTHORISED SIGNATORY



Richi Selhi
Ishti
Rohit

विक्रेता

Registration No.: 7806

Year : 2,010

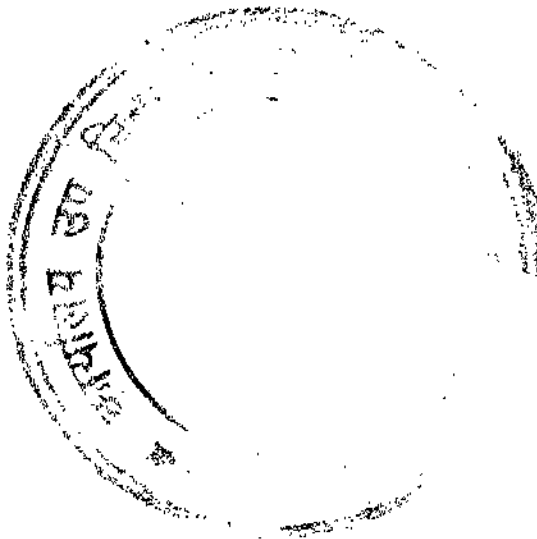
Book No. : 1

0105 तनु सेठी

रोहित सेठी

3/1 रेल बिहार कालोनी आशियाना लखनऊ

गृहिणी



(32)

IN COMPLIANCE OF THE PROVISIONS OF SECTION 32(A) OF INDIAN REGISTRATION ACT 1908, THE FINGER PRINTS OF THE PARTIES ARE AS FOLLOWS :-

FINGER PRINTS OF FIRST PARTIES : MR. ROHIT RAI SETHI

LEFT HAND FINGER IMPRESSION



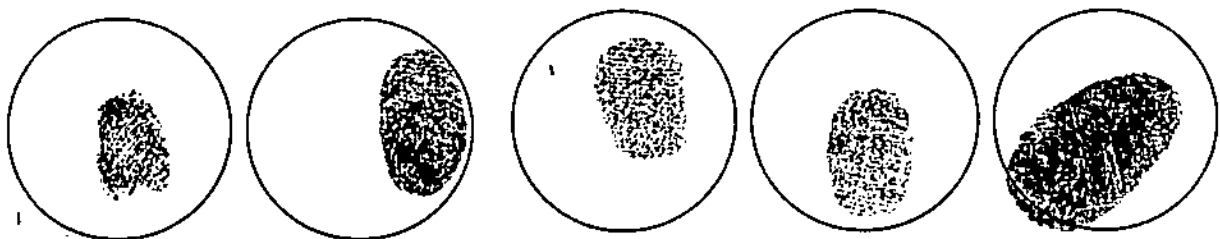
RIGHT HAND FINGER IMPRESSION



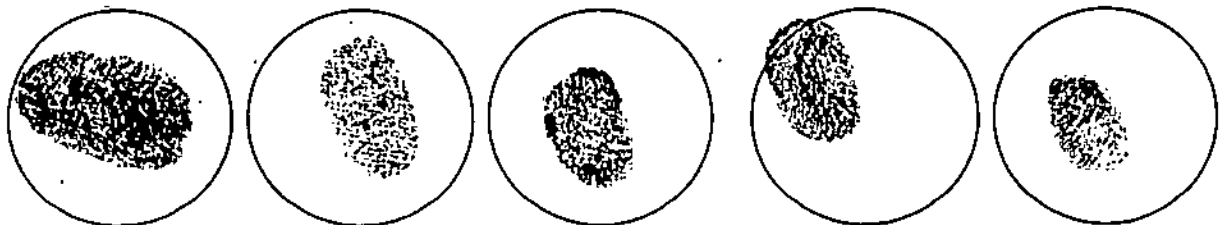
FINGER PRINTS OF FIRST PARTIES :- MR. MOHIT SETHI

Mohit
PSE/10

LEFT HAND FINGER IMPRESSION



RIGHT HAND FINGER IMPRESSION



FOR AUTHENTIC HOUSING DEVELOPMENT LTD.

AUTHORISED SIGNATURE

Mohit
PSE/10
Ruchi Sethi
PSE/10
Shikha

चिकित्सा अनुबंध विलेख

9,211,872.00 7,200,000.00 5,000.00 20 5,020.00 600

प्रतिफल मालियत अग्रिम धनराशि फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
श्री रोहित राय सेठी
पुत्र श्री स्व० बी० के० सेठी

पेशा व्यापार

निवासी स्थायी 3/1 रेल विहार कालोनी आशियाना लखनऊ

अस्थायी पता ----

ने यह लेखपत्र इस कार्यालय में दिनांक 5/8/2010 समय 7:03PM

दजे नियन्त्रण हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मनोज कुमार
उप नियन्त्रक

वक्शी का तालाब

5/8/2010

निष्पादन लेखपत्र बाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त

चिक्रेता

क्रेता

श्री रोहित राय सेठी

पुत्र श्री स्व० बी० के० सेठी

पेशा व्यापार

निवासी 3/1 रेल विहार कालोनी आशियाना लखनऊ

Rohit



श्री मानिक मेहरा

पुत्र श्री स्व० दिनेश कुमार मेहरा

पेशा व्यापार

निवासी फ्लैट नं० 502 प्रेम रत्न वाटिका 7/180 स्वरूप नगर कानपुर

Manik



श्री मोहित सेठी

पुत्र श्री स्व० बी० के० सेठी

पेशा व्यापार

निवासी 3/1 रेल विहार कालोनी आशियाना लखनऊ

Mohit



श्रीमति प्रेमलता सेठी

पति श्री स्व० बी० के० सेठी

पेशा गृहिणी

निवासी 3/1 रेल विहार कालोनी आशियाना लखनऊ

Preet



श्रीमति रुचि सेठी

पति श्री मोहित सेठी

पेशा गृहिणी

निवासी 3/1 रेल विहार कालोनी आशियाना लखनऊ

Ruchi

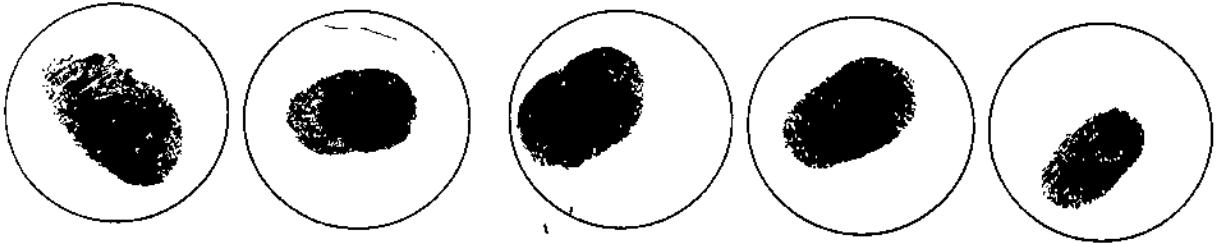


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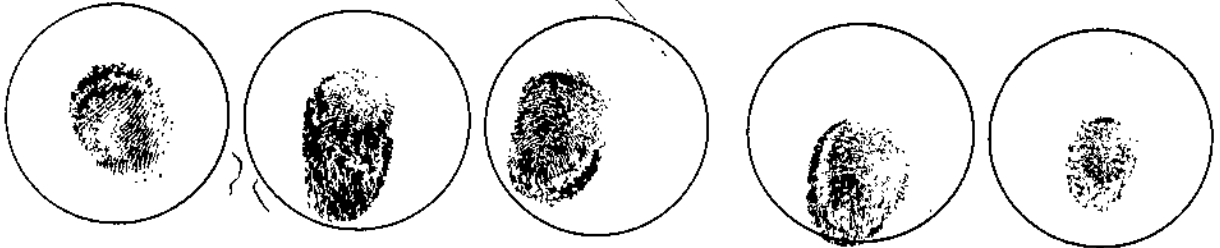
FINGER PRINTS OF FIRST PARTIES :- SMT. PREM LATA SETHI

P.Sethi

LEFT HAND FINGER IMPRESSION

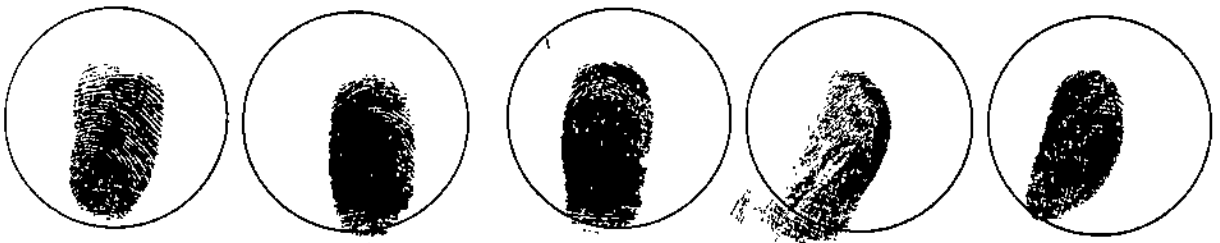


RIGHT HAND FINGER IMPRESSION

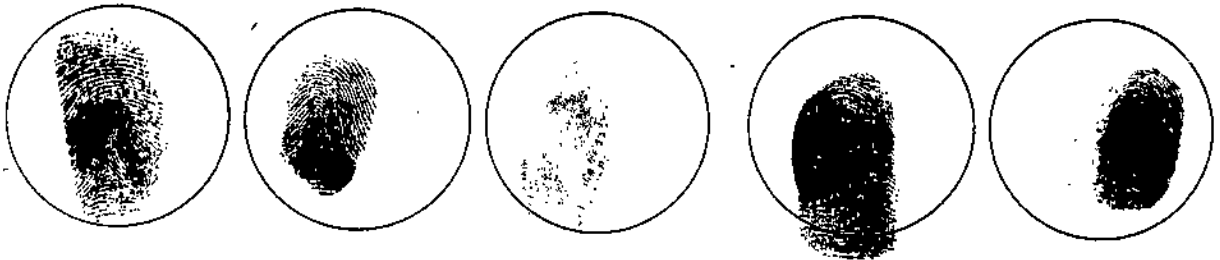


FINGER PRINTS OF FIRST PARTIES :- SMT. RUCHI SETHI

LEFT HAND FINGER IMPRESSION



RIGHT HAND FINGER IMPRESSION



FOR RATNA HOUSING DEVELOPMENT LTD.

[Signature]

AUTHORISED SIGNATORY

P.Sethi

Ruchi Sethi

Sethi

Shila

विक्रेता

Registration No.: 7806

Year : 2,010

Book No. : 1

0101 रोहित राय सेठी

स्व0 बी0 के0 सेठी

3/1 रेल बिहार कालोनी आशियाना लखनऊ
व्यापार



0102 मोहित सेठी

स्व0 बी0के0 सेठी

3/1 रेल बिहार कालोनी आशियाना लखनऊ
व्यापार



0103 प्रेमलता सेठी

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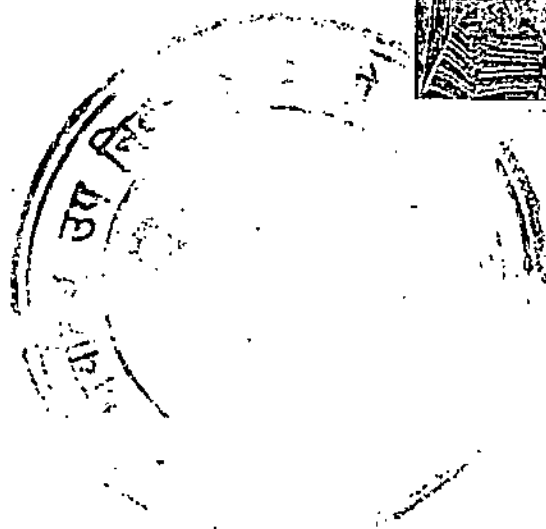
3/1 रेल बिहार कालोनी आशियाना लखनऊ
गृहिणी



0104 रुचि सेठी

मोहित सेठी

3/1 रेल बिहार कालोनी आशियाना लखनऊ
गृहिणी



(34)

FINGER PRINTS OF FIRST PARTIES :- SMT. TANU SETHI

LEFT HAND FINGER IMPRESSION

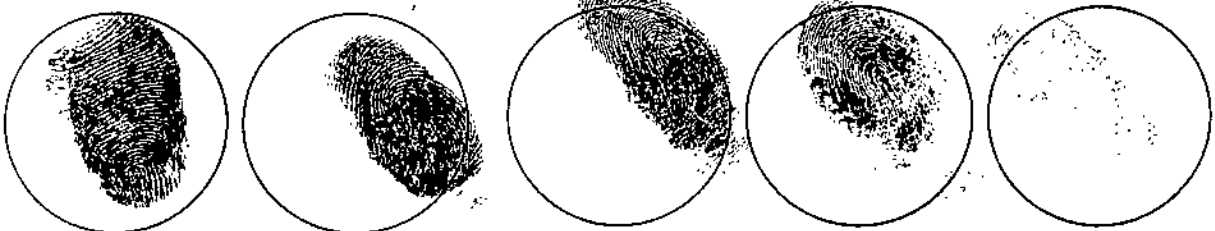


RIGHT HAND FINGER IMPRESSION

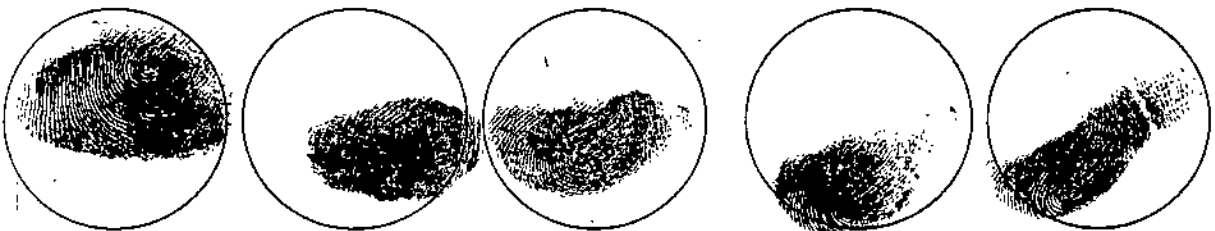


FINGER PRINTS OF SECOND PARTY'S AUTHORISED SIGNATORY MR. MANIK MEHRA

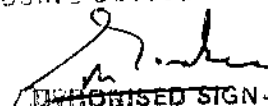
LEFT HAND FINGER IMPRESSION



RIGHT HAND FINGER IMPRESSION



FOR RANVA HOUSING DEVELOPMENT LTD.


AUTHORISED SIGNATORY

Ruchi Sethi
Sethi
Rohita

क्रेता

Registration No. : 7806

Year : 2,010

Book No. : 1

0201 मानिक मेहरा

स्व० दिनेश कुमार मेहरा

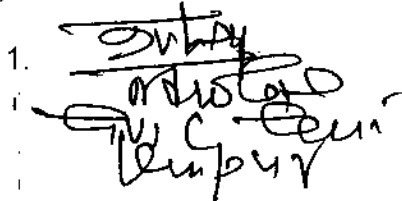
फ्लैट नं० 502 प्रेम रतन यादव 7/180 स्वरूप नगर कानपुर
व्यापार



IN WITNESS WHEREOF the parties have affixed their signatures at Lucknow on the day, month and year given above.

Note: Page No.1 upto 26 in the seal of Ratan Housing Development Ltd. the word "Managing Director" has been cut off and in its place word "Authorised Signatory" has been written.

Witnesses:

1. 
V. C. Gupta

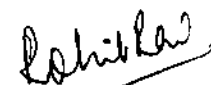
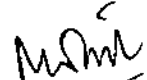
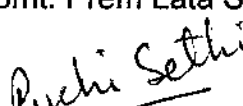
2.


Rajesh Singh
Civil and Public

Signed and delivered by

(Sarvesh Chandra Dubey)
Advocate

First Parties

- 1) 
(Mr. Rohit Rai Sethi)
- 2) 
(Mr. Mohit Sethi)
- 3) 
(Smt. Prem Lata Sethi)
- 4) 
(Smt. Ruchi Sethi)
- 5) 
(Smt. Tanu Sethi)

Second Party

For Ratan Housing Development Limited
Authorised signatory


FOR RATAN HOUSING DEVELOPMENT LTD.
(Mr. Manik Mehra)
AUTHORISED SIGNATORY

आज दिनांक 05/08/2010 को

वही सं. 1 जिल्द सं. 3295

पृष्ठ सं. 299 से 370 पर क्रमांक 7806

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

M. R. P.

मनोज कुमार

उप निबन्धक

बक्शी का तालाब

5/8/2010



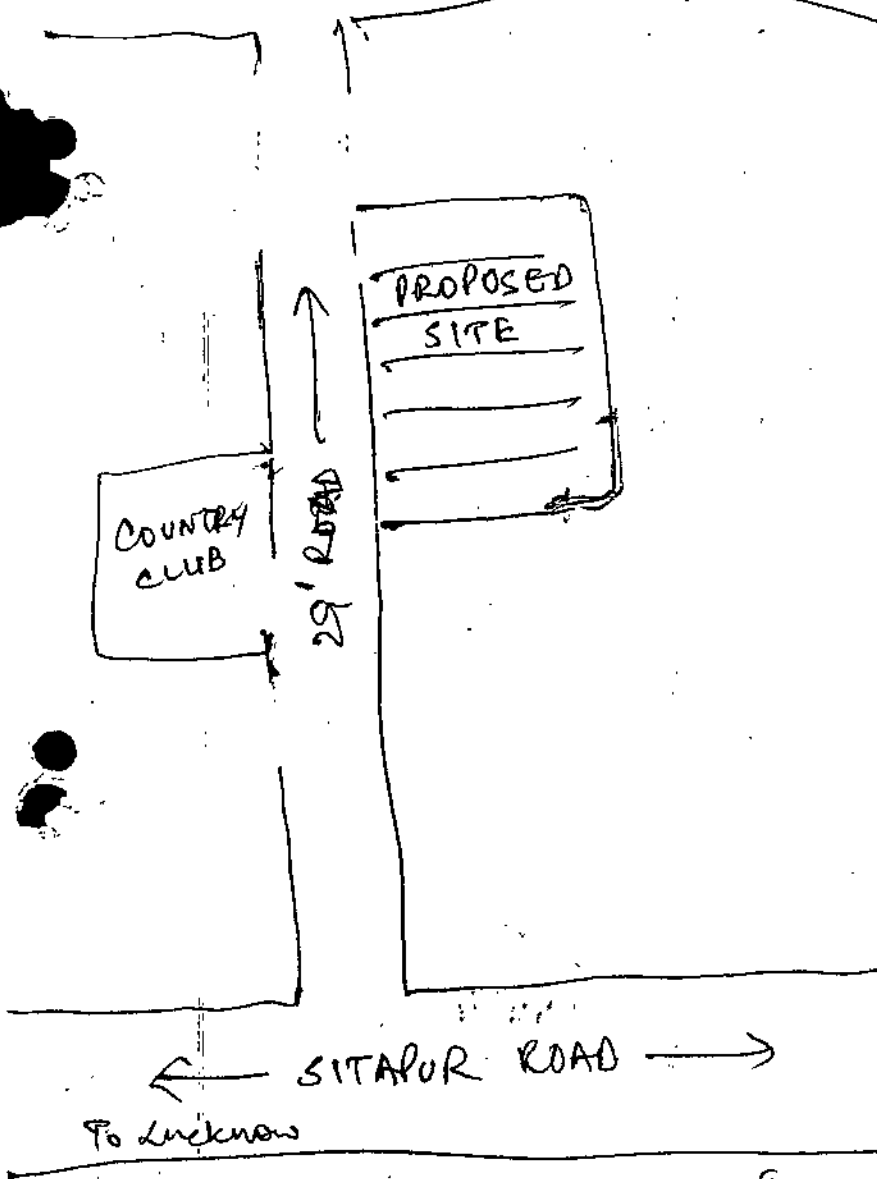
21/8/10

भूखण्ड मानचित्र

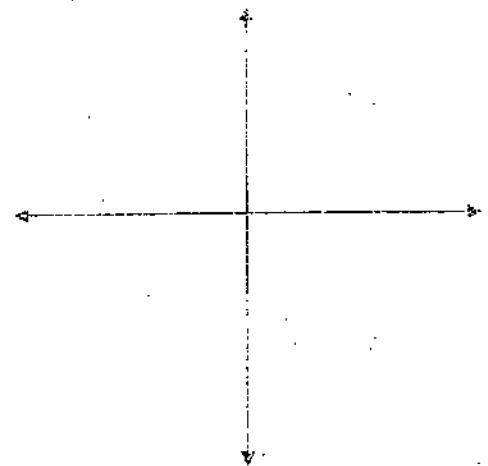
भूखण्ड संख्या 77, 78, 71, 82, क्षेत्रफल वर्गफुट.....
 88, 85, 72, 81,
 12, 88, 70, 83

वर्गमीटर 3838-28 स्थिति वार्ड/परगना.....

जिला- लखनऊ।



- पू. Property of Nitya Ram
जमिंदार 155.
- पू. Property of Nitya Ram
जमिंदार 155
- उ. Property of Nitya Ram
जमिंदार 155
- दो. 29 Feet Road



Signature
 हस्ताक्षर विक्रम
Signature
 Duchi Selhi
Signature
 Kethi

हस्ताक्षर क्रेता
 FOR RATAN HOUSING DEVELOPMENT LTD.
Signature
 AUTHORIZED SIGNATORY

भूखण्ड मानचित्र

भूखण्ड संख्या 77, 78, 71, 82, 88, 85, 72, 81, 12, 88, 70, 83, 89, 88, 70, 83

क्षेत्रफल

वर्गफुट

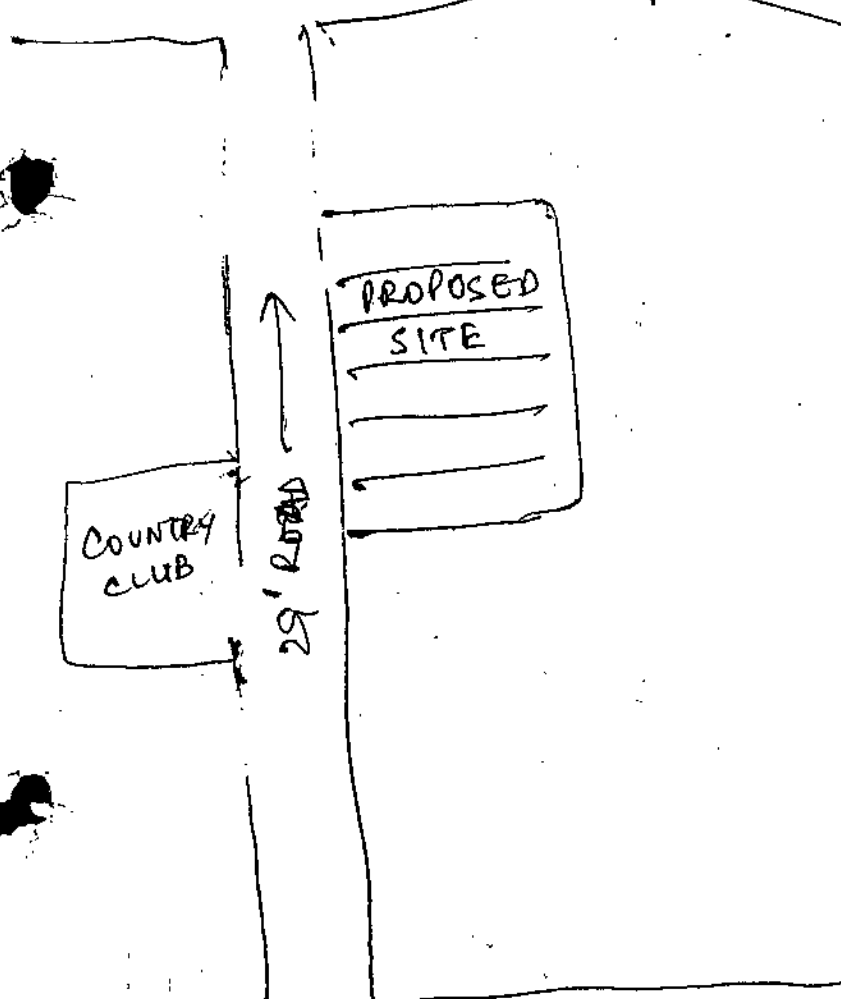
वर्गमीटर

3838-28

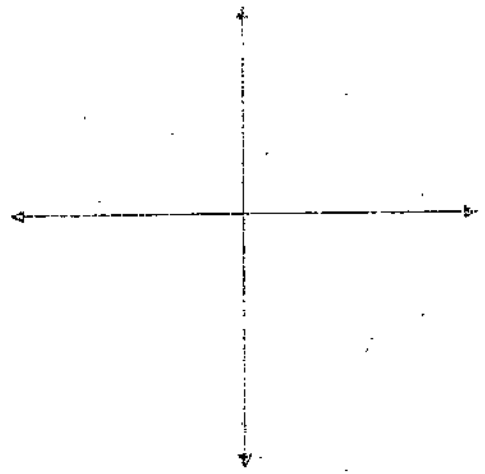
स्थिति

वार्ड/परगना

जिला - लखनऊ।



- पू. Property of Ratna Party
फ्लॉट 155.
- पू. Property of Ratna Party
फ्लॉट 155
- उ. Property of Ratna Party
फ्लॉट 155
- दो. 29 Feet Road



हस्ताक्षर
Ratna

हस्ताक्षर
Ratna

हस्ताक्षर
Ratna

हस्ताक्षर क्रेता

FOR RATNA HOUSING DEVELOPMENT LTD.

AUTHORISED SIGNATORY