भागा

#### प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक मोहनलालगं लखनऊ क्रम 2020232027787

आवेदन संख्या : 202000822026082

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनोंक 2020-11-19 00:00 00

प्रस्तुतकर्ता या प्रार्थी का नाम काशी नाय मिश्रा

लेख का प्रकार

विकय अनुवंध विलेख

प्रतिफल की धनराशि 0

/ 118979973.00

1 , रजिस्ट्रीकरण शुल्क

1189800

2 . प्रतिलिपिकरण शुल्क

3. निरीक्षण या तलाश शुल्क

4 मुख़्तार के अधिप्रमाणी करण निए शुल्क

5 , कमीशन शुल्क

6. विविध

7 . यात्रिक मत्ता

1 में 6 तक का योग

1189940

शुल्क वसूल करने का दिनोंक

2020-11-19 00:00:00

दिनौंक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वामस करने के लिए तैयार होगा 2020-11-19 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



## **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-UP13010211696904S

19-Nov-2020 10:36 AM

SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN

SUBIN-UPUPSHCIL0119707778861032S

**BABA INFRA DEVELOPERS LLP** 

Article 5 Agreement or Memorandum of an agreement

LAND AREA 10.501188 HEC AT MADHARMAU

KHURD, MADHARMAU KALA, BAKKAS, PAHADNAGAR

TIKARIYA, TEH-MLG, LUCKNOW

**GAYATRI DEVELOPERS AND OTHERS** 

BABA INFRA DEVELOPERS LLP

BABA INFRA DEVELOPERS LLP

82,59,000

(Eighty Two Lakh Fifty Nine Thousand only)

STAMP PAPER USED

Sub Registrar (Mohanlalgani) Luckno





write or type below this line----

GAYATRI DEVELOPERS GAYATRI INFRACON Sishesh Easton

Western Yours

M/s. Baba Infra Develor

0003089772

FOR BHUDEVA PROPCON LLP } artner

The authenticity of this Stamp certificate should be verified at 'www.shc.lestamp.com' or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

The onus of checking the legitimacy is on the users of the certificate

3. In case of any discrepancy please inform the Competent Authority.



## 'आयकर विभाग INCOMETAX DEPARTMENT

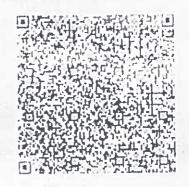


## भारत सरकार GOVT OF INDIA

स्थापी लेखा संख्या कार्ड Permanent Account Namber Card

AAWFB9934A

नाम / Name BHUDEVA PROPCON LLP







#### **GOVERNMENT OF INDIA**

#### MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Form 19

[Refer Rule 32(1) of the LLP Rules, 2009]

# CERTIFICATE OF REGISTRATION ON CONVERSION OF

# BHUDEVA PROPCON PRIVATE LIMITED TO

#### BHUDEVA PROPCON LLP

LLP Identification Number: AAU-6014

It is hereby certified that BHUDEVA PROPCON LLP is this day registered pursuant to section 58(1) of the LLP Act. 2008.

Given under my hand at Manesar this Seventh day of November Two thousand twenty.

DS MINISTRY
OF CORPORATE
AFFAIRS(1)

Ibson Sha

ASST. REGISTRAR OF COMPANIE

For and on behalf of the Jurisdictional Registrar of Companie

Registrar of Compani-

Central Registration Cent

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declaration of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits a funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on <a href="https://www.mca.gov.in">www.mca.gov.in</a>

Mailing Address as per record available in Registrar Office: BHUDEVA PROPCON LLP

201, MURLI BHAWAN, 10, ASHOK MARG, LUCKNOW, Lucknow, Uttar Pradesh, 226001, India

## आयकर विभाग INCOMETAX DEPARTMENT GAYATRI DEVELOPERS



मारत सरकार GOVT. OF INDIA

28/07/2011
Permanent Account Number
AAKEG2577Q

1608201

## आयकर विभाग INCOMETAX DEPARTMENT



भारत सरकार GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AASFG1667M

नाम / Name GAYATRI INFRACON

निगमन / गठत की तारीख Date of Incorporation / Formation 07/12/2017

30012018







Rishabh Rastogi यापच सम्बोदत ਕਵਜ ਜਿਥਿ/ਹਹੁਲ: 31-10-1991 पुरुष / MALE



6690 8533 3546

ाधार - आम आदमी का अधिकार

70000 (1000°) 998 4595468





स्यान प्राधिकरण THE CONTRACT OF THE PROPERTY O

S/O pen the chief, 1/1 27 45 p. f-लोक कोलांनी, योधनिंग रे.ड. लखनऊ, लखन ३८

उत्तरप्रवेश-226001

address:

AJ Kristica Patan Rastogi, I/F 27-b AJAND LOR COLONY, JOPLING ROAD, Lucknov, Bakshi Ka Tajab. Lucknow Uttar Pradush-226601

7316 1847 1840 300 1847

help@uldei.gov.in

P.U. Bux No. 1947; Bengaluru-640 001

## आयकर विभाग INCOMETAX DEPARTMENT



भारत सरकार GOVT OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

AAWFB5546J

TIT! / Name BABA INFRA DEVELOPERS LLP



निगमन/गठन की तारियाकी Date of incorporation/Formation 05/08/2020 के



## GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS Central Registration Centre

#### Form 16

## [Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009] CERTIFICATION OF INCORPORATION

LLP Identification Number: AAT-2181

It is hereby certified that BABA INFRA DEVELOPERS LLP is incorporated pursuant to section 12(1) of the Umited Liability Partnership Act, 2008.

Given under my hand at Manesar this Fifth day of August Two thousand twenty.

OS DS MINISTRY

Ibson Shah

ASST. REGISTRAR OF COMPANIES

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer. This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar Office:

BABA INFRA DEVELOPERS LLP

© 83/201, 2nd Floor, Vijay Chowk, Laxmi Nagar, Delhi, East Delhi, Delhi, 110092, India











#### स्चना

- 🛎 आभार पहचान का प्रभाण है, नागरिकता का नहीं।
- я सुरक्षित QR कोड / ऑफहाइन XML / ऑनलाइन अधिटियोदान से पहिलान प्रमाणित करे।
- म यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा गंगा हुआ पत्र है।

#### **JUFORMATION**



at identity, not of citizenship. Secure QR Code/ Offline XML/ Online

generated letter.

गन्य है। । और गेर सरकारी सेवाओ गता है।

- आधार में माबाइल नंबर और ईमेल 10 अपडेट रखें।
- u आधार को अपने स्मार्ट फ़ोन पर रखें, mAadhaar App
- Andhanr is valid throughout the country
- Aarthuar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone use mAadhaar App.

भारतीस विशिष्टा प्रत्यानस्यापिकरण

Walque | Hanilitation tavilson tyrafindia

नामांकन क्रम/ Enrolment No.: 0541/64174/05844

Kashi Nath Mishra Kashi Nath Mishra S/O: Nambor Dar Mishra A - 20 HIG sanjay nagar sector 23 Ghaziabad Kavi Nagar Ghaziabad Uttor Prodesh - 201002





आपका आधार क्रमांक / Your Aadhaar No. ; '9936' 5258' 3685

VID: 9135 0616 3043 4485

मेरा आधार, मेरी पहचान

**ागारत** सरकार-El Government of India





Kashi Nath Mishra Kashi Nath Mishra অন্য মিমি/DOB: 05/01/1951 YEA/ MALE

पता: S/O: Nambar Dar Mishra, A - 20 H i G, sprijay nagar, sector 23 Ghaziabad, Ghaziabad, Uttar Pradesh - 201002

Address: 5/O: Hambar Dar Mishra, A - 20 H I G, sanjay nagar, sector 23, Ghazlabad, Ghazlabad, Ultar Pradesh - 201002



9936 5258 3685

VID: 9135 0616 3043 4485

9936 5258 3685 गेरा आधार, मेरी पहचान







मनीष कुमार मिश्रा Manish Kumar Mishra जन्म तिथि / DOB: 16/08/1983 पुरुष / MALE



8208 1627 8272

मेरा आधार, मेरी पहचान





पताः

आत्मज: विकाश मिश्रा, 631/1030ए,शालीमार गार्डन, सेक्टर -8, इंदिरा नगर, लखनऊ, उत्तर प्रदेश - 226016

Address S/O: Vikash Mishra, 631/1030a, shalimar garden, sector -8, Indira Nagar, Lucknow, Uttar

Pradesh - 226016

8208 1627 8272



1800 300 1947

help@uldal.gov.in www.uldal.gov.in

P.O. Box No. 1947, Bengaluru-560 001

Namer 1. 18608.





GOVERNMENT OF THE





देवराज मिया Devraj Mishra जन्म वर्ष / Year of Birth : 1984 पुरुष / Male



8605 5464 8831

आचार - आम आदमी का अधिकार



मारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ना: S/O एन ग्रे. मिधा जे-निवरी कानोनी, मर्वोद्य मगर सन्दिन

Address SIOH P Mishra G-85 LIBERTY COLONY SARVOD मार म औं, नामनाइ, एक प्रदेश 226016 NAGAR India Nagar S O

Lucknow Ulter Pradesh 226116

X

WWW

Mobilero. 2415157741



DL 430829

BRIEF DETAIL OF DOCUMENT

Nature of Land

Agricultural

-2-

Pargana

Mohanlalganj

Village

Madharmau Khurd, Madharmau

Kala, Bakkas and Pahadnagar

Tikariya

Detail of Property

Land Khasra 310, 311, 312 (Part), 315, 326, 327, 328, 330, 331, 332,

333, 334, 337 area 3.91847 Hectare situated at Village-Madharmau Khurd, Pargna-Mohanlalganj, Tehsil-

Mohanlalganj, Distt-Lucknow, UP and Land Khasra 259mi, 255 (Part), 256 mi, 258, 261, 262, 263,

264, 265va, 268mi area 3.361218 Hectare situated Village-

GAYATRI DEVELOPERS

(PARTNER)

M/s. Baba Infra Developers LLP

Partner

For BHUDEVA PROPCON LLP

water

) artner



DL 430828

-3-

Madharmau Kala, Pargna-Mohanlalganj, Tehsil-Mohanlalganj, Distt-Lucknow, UP and Land Khasra 3000, 3001, 3002, 3004, 3005 (Part), 3006, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019sa, 3020, 3022, 3023, 3025, total area 2.8755 Hectare situated Village-Bakkas, Pargna-Mohanlalganj, Tehsil-Mohanlalganj, Distt-Lucknow, UP Land Khasra No. area 0.346 Hectare situated at Village- Pahadnagar Tikariya, Pargna- Mohanlalganj, Tehsil-Mohanlalganj, Distt-

GAYATRI DEVELOPERS

ishesh Zonton'

lartne

For BHUDEVA PROPOUR LL.

GAYATRI INFRACON

Salus & Ecotom

(PARTMER)

M/s. Baba Infra Developers LLP

PARTNER



-4-

Lucknow, UP Total area 10.501188

Hectare.

Measurement Unit Hectare NIL

Constructed Area

Plot Area Road Valuation

10.501188 Hectare Situated at Link road Rs. 11,89,76,973/-

Stamp duty Rs. 83,29,000/-

#### **BOUNDARIES OF THE PROPERTY**

East

Khasra No. 3026, 3042, 3043 etc of

Village Bakkas

West

Khasra No. 257, 255 of Village

Madharmau Kala and Bakkas miner

(Link Road)

) artner

GAYATRI INFRACON (PARTIVER)

FOR BHUDEVA PROPCON LLP

shook Earton



DL 430703

學 引翻 建键

North

Khasra No. 312 (P), 323, 325 of

Madharmau Khurd, 3006, 3007, 3001(P), 3002(P), 3024, 2999 of

Village-Bakkas

-5-

South: Khasra No. 3(P), 2(P), 1(P) of Village

Pahad Nagar Tikariya and 259, 266,

267 of Village Madharmau Kala

#### JOINT DEVELOPMENT AGREEMENT

THIS AGREEMNT IS MADE ON THIS 19th Day of November, 2020 between

1. M/s GAYATRI DEVELOPERS, (PAN-AAKFG2577Q), a partnership firm having its registered office at 47/16, Clay Square, Kabir Marg, Lucknow, UP, through its duly authorized partner Mr. Rishabh Rastogi s/o Sri Krishan Ratan Rastogi; AND

GAYATRI DEVELOPERS

GAYATRI INFRACON

M/s. Baba Infra Developers LLP

lartner (PART and

Partner

FOR BHUDEVA PROPCON LL

Timesh South n'

PARTNER

2000



-6-

M/s GAYATRI INFRACON, (PAN-AASFG1667M), a partnership firm having its registered office at 47/16, Clay Square, Kabir Marg, Lucknow, UP, through its duly authorized partner Mr. Rishabh Rastogi s/o Sri Krishan Ratan Rastogi; AND

3. M/s BHUDEVA PROPCON LLP EARLIER KNOWN AS BHUDEVA PROPCON PVT. LTD., (PAN-AAWFB9934A), a Limited Liability Partnership having its registered office at 201, Murli Bhawan, 10A, Ashok Marg, Lucknow, UP, through its duly authorized partner Mr. Rishabh Rastogi s/o Sri Krishan Ratan Rastogi;

(Hereinafter jointly referred to as the "OWNER" or the "FIRST PARTY") which expressions means and shall always mean &

BAYATRI DEVLLOPERS

) artner

GAYATRI INFRACIONI
SISSAOS A CONTENT

M/s. Baba Infra Developers LLi

Partner

FOR BHUDEVA PROPCON LLP

PARTNER

ä



include wherever the context so permits, their heirs, successors, administrators, agents and assignees of the one part.

#### AND

-7-

M/s BABA INFRA DEVELOPERS LLP, (AAWFB5546J), a Limited Liability Partnership having its registered office at 83/201, Second Floor, Vijay Chowk, Laxmi Nagar, East Delhi, Delhi through its duly authorized Partner Mr. Kashi Nath Mishra son of Sri Nambar Dar Mishra resident of A-20 HIG, Sanjay Nagar, Sector-23, Ghaziabad, UP, (Hereinafter referred to as "Developer" or the "SECOND PARTY") which expression means and shall always mean and include where even the contents so permit, its heirs, legal

GAYATRI DEVELOR GAYATRI INFRACON

Fartner (PARTINER)

For BHUDEVA PROPCON LLP

PARTNER

PARTNER



Ħ

" e

representatives, transferees, nominees and assignees of the other part.

Both owner and developer jointly referred to as Parties.

WHEREAS the First Party is owner and in possession of Land Khasra 310, 311, 312 (Part), 315, 326, 327, 328, 330, 331, 332, 333, 334, 337 area 3.91847 Hectare situated at Village- Madharmau Khard, Pargna- Mohanlalganj, Tehsil- Mohanlalganj, Distt-Lucknow, UP and Land Khasra 259mi, 255 (Part), 256 mi, 258, 261, 262, 263, 264, 265va, 268mi area 3.361218 Hectare situated at Village-Madharmau Kala, Pargna-Mohanlalganj, Tehsil-Mohanlalganj, Distt-Lucknow, UP and Land Khasra 3000, 3001, 3002, 3004, 3005 (Part), 3006, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3018, 3019sa, 3020, 3022, 3023, 3025, total area 2.8755





DL 430957

-9-

Hertare situated at Village-Bakkas, Pargna- Mohanlalganj, Tehsil-Mohanlalganj, Distt-Lucknow, UP and Land Khasra Noë 2mi area 0.346 Hectare situated at Village- Pahadnagar Tikariya, Pargna- Mohanlalganj, Tehsil- Mohanlalganj, Distt-Lucknow, UP Total area 10.501188 Hectare, fully described in Schedule, annexed as Annexure-A, and forming part of this Agreement hereinafter called the "Said Property" and has exclusive ownership, development rights, entitlements and interest thereon.

WHEREAS The Owner wishes to develop Residential Project comprising of Residential Apartments/Plots/Villas over the said Land (hereinafter referred to as the "Project") and is desirous of associating with a developer, which has infrastructure, experience and expertise in developing and marketing the project.

GAYATRI DEVELOPERS

GAYATRI DEVELOPERS

GAYATRI INFRACON

(PARTHER)

M/s. Baba infra Developers LLP

For BHUDEVA PROPCON LLP

PARTNER

9



WHEREAS the Developer has evinced interest in developing the Project as permissible under Laws and as may be sanctioned by the Government Authorities and in a manner which is beneficial to the Patties, and has approached Owner for development of the same and the Owner has consented to the same.

In pursuance of the above, the Parties have agreed that the Developer shall develop the Project on the terms and conditions contained herein

NOW, THEREFORE, in consideration of the promises and mutual agreements and covenants contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agrees as follows:-

| no i dicion noion, agross a | 5 1020115.       |                                |
|-----------------------------|------------------|--------------------------------|
| GAYATRI DEVELOPERS          | GAYATRI INFRACON | Dn'                            |
| hartner .                   | (PARTNER)        | M/s. Baba Infra Developers LLP |
|                             |                  | A readownill                   |
| For BHUDEVA P               | ROPCON LLP       | 01/12/20                       |
|                             | h                | Partner                        |
| 1 Thosh To                  | Von M            |                                |
| A                           | PARTNER          |                                |
| D                           |                  |                                |



DL 428944

-11-

- 1. THAT the First Party/Owner assures to the Second Party/
  Developer that the title of the land is clear in all respect and
  there is no dispute on it and the name of First Party is duly
  mutated in the Land Revenue Records. If any dispute arises
  due to title defect in land, the first party shall resolve the
  dispute immediately and in case any loss/damage suffered by
  second party due to title defect of land, the first party shall
  compensate to second party.
- 2. THAT after the signing of this agreement the Second Party/Developer shall be authorized:-

2.1 To manage, control, look after and supervise the said land.

GAYATRI DELL... GAYATRI INFRACON

Sish Sonton' (PARTNER)

M/s. Baba Infra Developers LLP

A 11 Partner

For BHUDEVA PROPCON LLP

Sished Sh Frants on'

# X #

1



DL 428943

-12-

To enter upon and survey the said land, prepare layout plan and service plans submit application for grant of Licence/approval to the concerned authorities, prepare development scheme, and to sign all papers for the purpose various sanctions, permissions, representations, affidavits etc. to procure the licenses, permissions, sanctions etc. from departments/Government bodies. The authorization granted, however, shall not be construed as delivery of possession of Land or rights contained therein by the Owner to the Developer in part performance of this Agreement under Sec. 53A of the Transfer of Property Act, 1882 or as transfer for the purpose of the Income Tax Act, 1961.

GAYATRI DEVELOPERS

2.2

GAYATRI INFRACON

Sibbook Souton

(PARTNER)

M/s. Baba Infra Developers LLP

For BHUDEVA PROPCON LLP

Fishosh Forton'
PARTNER

a

1



DL 406997

-13-

2.3 The Developers shall be authorized to book, allot, sell, enter into agreement to sell and get the Deed executed and registered in respect of its proportion to the proposed buyers before the concerning registering authorities i.e. sub-registrar for self and on behalf of the first party/owner and to execute relevant documents including the allotment letter, agreements for sale and sale deeds etc. subject to as provided hereunder in this Agreement.

2.3 To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the existing plans and/or specifications as may be necessary required and advisable including for the purpose of sanction of

GAYATRI DEVELOPERS

GAYATRI INFRACON

Was. Baba Infra Developers LLP

Partner

For BHUDEVA PROPCON LLP

Rancon

For Content

Content

Partner

DL 406996

-14-

Layout/Building Plan and/or for the purpose of development of the buildings/plots/villas etc, and/or other structures on the said Land utilizing the entire FAR or any increased FAR available in future in respect of the said Land as may be permissible by the Competent Authority from time to time.

That the Second Party/Developer shall have the right to file any suit against any third party and to defend his right in respect of the proposed Project in any Court of Law if required and to engage Counsel (s) for the same at its own cost and expenses.

GAYATRI DEVELOPERS

GAYATRI INFRACON

M/s. Baba Infra Developers LLP

(PARTNER)

Partner

For BHUDEVA PROPCON LLP

PARTNER

14

í

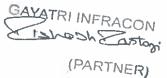


DL 424493

-15-

- 2.5 After handing over the possession of "First Party/Owner" share in the Project, the owner shall authorize the Developer to make the Developer entitled for execution of sale deed in favour of its own customers for sale of its share in such project, but such authorization shall be in the same proportion as the possession of "First Party/Owner" share has been granted.
- 3. 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





M/s. Babe infra Developers LLP
Partner

For BHUDEVA PROPCON LLP

Tishooh PARTNER

ensure that the very object of this agreement shall not be frustrated in any manner.

- 4. **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, representations, petitions, indemnities, affidavits, plans and such other documents to enable it to obtain necessary sanctions, permissions and approvals.
- 5. **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/layout 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, fee etc. for preparation of plans, submission and sanctioning/approval of the Layout/maps by the Authorities concerned shall be borne and paid by the Second Party/Developer.
- 6. **THAT** the Layout Plans for the proposed Project shall be planned and prepared by the Second Party/Developer by appointing an Architect by the Second Party/Developer. Further this is hereby specifically cleared that this shall be the sole responsibility and liability of the developer. Owner shall not be held liable in any manner whatsoever.
- 7. **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

FOR BHUDEVA PROPCON LLP

GAYATRI INFRACON

M/s. Baba Infra Developers LLP

Partner

the name of the proposed project without the prior written consent of the other party.

- 8. **THAT** the Second Party/Developer after having obtained the relevant permissions/sanctions shall intimate to the First Party/Owner in writing, by registered post or through e-mail about having obtained the same.
- THAT the Second Party/Developer will develop and construct the 9. Project and/or building/Plots/Villas upon the aforesaid land in accordance with the plan or plans duly approved and signed by Lucknow Development Authority or any concerned authority and will develop the Project, site, roads, common areas, community facilities, club and parking area etc. with its own resources and finances accordingly. The Second Party/Developer shall also been entitled to stock/store materials, tools and machineries required for construction on any part of the aforesaid land during the development and construction period 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. For the exclusive purposes of carrying out work pursuant to this agreement and the Second Party / Developer thorough this agreement itself shall have 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 develop and complete the said Project/building/Plots/Vilas etc. 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.

  GAYATRI DEVELOPERS

Tishooh Zorton'

) artner

Zishahl Zanton'

M/s. Baba Infra Developers LLP

Partner

For BHUDEVA PROPCON LLP

Singol Faston

- 10. **THAT** the entire amount required for carrying out construction, development and completion of said project including the cost of transformer, lift, generator, water lifting pumps and charges and fees of the architect and all other statutory fees or charges or demands and all other miscellaneous expenses shall be met by Second Party/Developer only. The First Party/ Owner shall not be responsible for any dues, fees charges, damages, demands or any charges or expenses in any nature whatsoever in respect to the project.
- THAT the Second Party/Developer has agreed and undertakes to 11. expeditiously commence and carry out the project work and complete the First Party/Owner's portion of units/plots under the said project within a period of 24 (twenty four months) months (including time for layout approval from the development authority) commencing from the date of execution of this agreement except for force majeure conditions, which includes flood, earthquake, storm, volcanic eruptions. hurricanes. tsunami, hail storms, landslides, lightning explosions, whirlwind, cyclone, plagues, exceptionally adverse weather conditions affecting the development, construction and Completion of the Said Project. Force Majure condition does not include intervention of the Court or any authority stopping or prohibiting the development, erection and construction of the proposed Project by reason of non-compliance the laws, rules and regulations, framed by any authority or Government for development of said project. Provided that where the construction remains suspended due to force majeure, the period of construction shall remain suspended on such accounts. Beyond the aforesaid period, if the construction gets delayed then the Second Party / Developer shall be liable to pay penalty @ 18% per annum on the first party /owner share which shall be calculated as per present prevailing rate of the said project. The time period mentioned here is essence of this agreement.

GAYATRI DEVLLOPERS

GAYATRI INFRACON

(PARTIER)

M/s. Baba Infra Developers LLP

Partner

For BHUDEVA PROPCON LLP

Thosh Taston

**PARTNER** 

- 12. **THAT** the Parties in consideration, for the development of the aforesaid land into project by the Second Party/Developer have agreed that the First party/owner and the Second Party/Developer shall share the total Plotted, covered/saleable area along with the proportionate share of land inclusive of saleable area of Project developed on the said land in the ratio of 50% belonging to the First Party/Owner or their heirs, nominees, or assignees and 50% belonging to the Second Party/Developer or their heirs, nominees or assignees. The said ratio shall also apply to all community facility, club, parking, basement and all sellable products, if any. However, all common areas and amenities shall not be a part of division and shall be handed over to the Association / RWA at suitable time.
- 13. **THAT** if any time before or after completion of project, the first party wants to transfer its entire share to second party, the second party shall purchase entire share of first party at the rate of mutually agreed between parties.
- 14. **THAT** if after the completion of the Project First Party wants to retain some units / Flats of its share, all terms and conditions of allotment shall be applicable on First Party as it is applicable to all other unit / Flat holders.
- 15. **THAT** both the parties have agreed that the remaining common area of the property will not be subject to any sale, transfer, lease which means that it shall not be transferred to anyone. The entire common area of the property will be used by the intending buyers of units/flats of both the parties subject to charges realized from. In case of any change of bye laws First Party/Owner and Second Party /Developer can mutually review this clause which shall be noted down in writing.
- 16. **THAT** the stamp duty and other charges on conveyance in respect of transfer of proportionate right in the land along with built up area, if required, will be borne by parties or their respective buyers in ratios of their shares.

GAYATRI DEVŁLOPERS

For BHUDEVA PROPCON LLP Tree

**PARTNER** 

GAYATRI INFRACON M/s. Baba Infra Developers LLP

CHARTRER

Partner

- 17. **THAT** it is further agreed that the completion of Project would mean the completion certificate issued by concerned development authority.
- 18. **THAT** the Second Party/Developer and First Party/Owner shall in normal course register all the transfer deeds jointly. However, the Second Party/Developer, after fulfilling the requirement of **Clause 19** hereto shall be free to and entitled to execute transfer deed(s) as per the provisions made in **Clause 2.5**, by his own signatures only in respect of his allocated share of 50% after duly handing over of completed share of the First Party/Owner as specified under **clause 12** herein above.
- 19. THAT on completion of the project or part thereof i.e. when it becomes habitable and upon handing over of the allocated shares thereof to the First Party/Owner, the Second Party/Developer shall become owner of remaining 50% allocated share in the Project by means of this agreement and shall have rights to execute and register sale deeds to the Unit Holders as exclusive owner thereof of their proportionate share. This would be applicable in the same proportion as the possession of the First Party/Owner share has been handed over duly acknowledged by the First Party after acknowledgement from the First Party in writing as specified in clause 2.5 herein above.
- 20. **THAT** it is further agreed between the parties that in case of any increase in the permissible FAR for the proposed Project, thereafter subject to legal sanction by the Authority concern, the Second Party/ Developer will carry out further construction on the same terms and conditions as in the agreement, including the ratio of allocation of areas/ spaces. The cost of purchase of such addition purchasable FAR area shall be borne by the First Party/Owner and the cost of construction and any other cost payable on such basis as applicable above for construction of main project shall be borne by the Second Party / Developer.

GAYATRI DEVELOTAN

GAYATRI INFRACCIN (PARTNER)

M/s. Baba Infra Developers LLP

For BHUDEVA PROPCON LLP

Pistosh Parstori

PARTNER

- That the time period for the completion of project is 24 months 21. from the execution of this agreement. The developer shall complete the project in every aspect within prescribed period. If developer fails to complete the project within the time prescribed here, the owner shall have right to enter in the project and complete the project. The agreement shall stand cancelled.
- 22. That the Developer shall be solely responsible and liable for payment of all dues to its workers/employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare, insurance, labour, cess etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the Developer and no liability on this account shall fall on the Owner. The Developer shall also be responsible for any damages to buildings or any damage to roads or ways etc. by frost, rain or intensity of weather upto the date of completion of the Project. In case any action/legal proceeding is initiated against the Developer in terms of this clause the liability of which is to be discharged by the Developer and the Owner/s are also impleaded as parties in the said action/legal proceeding, in that event the litigation expenses for defending the interest of the Owner/s shall also be incurred by the Developer. The Developer shall indemnify the Owner/s for losses [if any] sustained by the Owner/s.
- 23. Second Party/Developer shall be solely responsible for any Liability arising under the UP Real Estate (Regulation and Development) Act 2017, Consumer Forum and all other courts and rules made there under, owing to the activities undertaken this Agreement. All liabilities satisfy customers/buyer of unit in all aspects of the entire project either falls in share of developer of owner shall vest on Second Party/ Developer only. The owner shall not be held liable for any claims

GAYATRI DEVLLOPERS

GAYATRI INFINAL.

M/s. Baba Infra Developers L

(PARTINER)

Part **GAYATRI INFRACON** 

M/s. Baba Infra Developers LLR

For BHUDEVA PROPCON LLP

of any proposed customers of the entire project either falls in share of developer of owner.

- 24. That the developer shall keep indemnify and keep the owner and their respective officers, directors, agents and employees (hereinafter referred to as the "Indemnified Parties") harmless from and against any or all claims, losses, compensations, misrepresentations, liabilities, obligations, damages, deficiencies, judgments/orders by any courts/tribunal/authority in India, actions, suits, proceedings, assessments, costs and expenses (hereinafter referred to as "the Damages"), suffered or paid by owner, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by developer to customer or occupants of the project or (ii) violation of any laws, rules and regulations framed for development of project by any authority (iii) a breach of any terms of agreement or obligations or covenant made or promised by developer/second party to its customers.
- THAT the parties hereto shall be liable to discharge Goods and 25. Service Tax (GST) and/or any other fiscal liabilities/Income Tax for their respective shares only and keep indemnified each other against any claim or demand.
- 26. That the parties have entered into this agreement purely on a Principal to Principal basis and nothing stated herein shall be deemed to or construed as a partnership between First Party/Owner and Second Party/Developer nor shall the First Party/Owner and Second Party/Developer in any manner constitute as Association of Person(s).
- 27. In the event any dispute arises between the Parties out of or in connection with this Agreement, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto. after reasonable attempts, which shall continue for not less

For BHUDEVA PROPCON LLP Fartner

GAYATRI INFRACON

ISLIGATION

(PARTNER)

M/s. Baba Infra Developers LLP

Partner

than 15 (Fifteen) days, gives a notice to this effect, to the other Party in writing. In case of such failure, the dispute shall be referred to a sole Arbitrator, Mr. Krishna Ratan Rastogi (Chartered Accountant) Resident of 1/1, 27B, Anandlok Colony, Jopling Road, Lucknow, whose decision shall be binding upon the parties and the Parties agree to be bound thereby and to act accordingly. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (As Amended) and shall be held in Lucknow, India. The language of arbitration shall be English.

- 28. That all disputes, if any, arising or touching or incidental to the terms and conditions stated hereinabove shall be subject to the exclusive jurisdiction of the Courts at Lucknow.
- 29. That the subject matter of this agreement is agriculture land measuring 10.501188 Hectare. The value of the said land for the purpose of the payment of Stamp duty as per higher circle rate in afore said village, fixed by the collector @ Rs. 7700/- per Sq. Mt. The said land is situated at link road and some residential activities present near said land, So 0.050 hectare or 500 sq. mt. is being calculated on residential rate which is Rs. 7700/- Sq. mtr. that comes to Rs. 38,50,000/- and remaining part admeasuring 10.451188 hectare is being calculated on link road rate which is Rs. 78,00,000/- per hectare with enhancement of 40% i.e Rs. 1,09,20,000/- comes Rs. 11,41,26,973/-. Hence the total value of said land comes to Rs. 11,79,76,973/-. The said property is bounded with temporary boundary wall and fencing for protection of crop from animals, estimated value of which comes to Rs. 10,00,000/-. Thus the value of said property with boundary wall comes to Rs. 11,89,76,973/-. Hence, the stamp duty comes to Rs. 83,29,000/-. Stamp duty of Rs. 82,59,000/through E-Stamp No. IN-UP13010211696904S dated 19.11.2020 and Rs. 70,000/- through General Stamp has accordingly been paid by the Developer.

GAYATRI DEVELOPERS

(PAROLER) M/s. Baba Intra Develop

M/s. Baba Infra Developers LLP

For BHUDEVA PROPCON LLP

Erstesh Zanton'
PARTNER

All costs and expenses including stamp duty and charges and 30. levies as may be found to be payable on the registration of this agreement or any other document arising out of this agreement shall be paid by Developer/Second Party.

IN WITNESS WHEREOF the parties have set their hands on this sale deed at Lucknow, on the day, month and year mentioned above in the presence of the witnesses. GAYATRI DEVLLOPERS

WITNESSES

1.

Mr. Devraj Mishra S/o Hausala Prasad Misha R/o G-85, Liberty Colony, Sarvodaya Nagar, Lucknow Occupation-Service

Mobile-9415157741

Mr. Manish Mishra S/o Sri Vikas Mishra R/o 631/1030A, Shalimaar Garden Indira Nagar, Lucknow Occupation-Business Mobile-8299048608

**GAYATRI INFRACON** 7 short & goton

(PARTNER)

(Land owner

artne:

Mobile-9984595468
For BHUDEVA PROPCON LLP

Tierosh Earton

PARTNER

Mobile-999993758

M/s. Baba Infra Developers LLP

DRAFTED & TYPED BY

(BENKAT RAMAN SINGH) ADVOCATE

CIVIL COURT, LUCKNOW

## ANNEXURE - A

| ₩ <del>'</del> | ,  |                    |         |
|----------------|--|--------------------|---------|
| ERIAL No       | FIRM NAME  | KHASRA NO          | нест    |
| 1              | GAYATRI INFRACON   | KHASRA NO 311      | 0.231   |
| 2              | GAYATRI DEVELOPERS   | KH-332             | 0.0282  |
| 3              | GAYATRI DEVELOPERS   | KH-310             | 0.686   |
| 4              | GAYATRI DEVELOPERS   | KH-337             | 0.1185  |
| 5              | GAYATRI DEVELOPERS   | KH-312             | 0.29267 |
| 6              | GAYATRI DEVELOPERS   | KH-337             | 0.1185  |
| 7              | GAYATRI DEVELOPERS   | KH-332             | 0.0846  |
| 8              | GAYATRI DEVELOPERS   | KH-326,327,328,330 | 0.9     |
| 9              | GAYATRI DEVELOPERS   | KH-332             | 0.0282  |
| 10             | BHUDEVA PROPCON LLP EARLIER<br>KNOWN AS BHUDEVA PROPCON<br>PVT LTD | KH-326,327,328,330 | 0.45    |
| 11             | BHUDEVA PROPCON LLP EARLIER<br>KNOWN AS BHUDEVA PROPCON<br>PVT LTD | KH-315             | 0.21    |
| 12             | BHUDEVA PROPCON LLP EARLIER<br>KNOWN AS BHUDEVA PROPCON<br>PVT LTD | KH-333,334         | 0.569   |
| 13             | BHUDEVA PROPCON LLP EARLIER<br>KNOWN AS BHUDEVA PROPCON<br>PVT LTD | КН-331             | 0.202   |
|                | ,  | Total Area         | 3.91867 |

M/s. Baba Infra Developers LLP
Partner

GAYATRI DEVELOPERS

Fartner

GAYATRI INFRACON

Secretari

(PARTILER)

For BHUDEVA PROPCON LLP

**PARTNER** 

आवेदन सं०: 202000822026082

#### विक्रय अनुबंध विलेख (बिल्डर)

वही स०: 1

रजिस्ट्रेयन स०: 19203

वर्ष: 2020

प्रतिफल- ० स्टाम्प शुल्क- ८३२,९००० बाजारी मूल्य - ११८,९७२७ पंजीकरण शुल्क - ११८,८०० प्रतिलिपिकरण शुल्क - १४० योग : ११८,९५४०

श्री बाबा इन्फ्रा डेवलपर्स एल एल पी द्वारा काशी नाथ मिश्रा अधिकृत पदाधिकारी/ प्रतिनिम्धि पुत्र श्री नम्बर दार मिश्रा

व्यवसाय: व्यापार

निवासी: ए-२० एच आई जी संजय नगर सेक्टर-२३, गाजियाबाद उत्तर प्रदेश



श्री, बाबा इन्फ्रा डेवलपर्स एल एल पी द्वारा

ने यह लेखपत्र इस कार्यालय में दिनाँक 19/11/2020 एवं 02:35:12 PM बजे निबंधन हेतु पेश किया। काशी नाथ मिश्रा अधिकृत पदाधिकारी/ प्रतिनिधि



रजिस्ट्रीकरण् अधिकारी के हस्ताक्षर

अशोक कुमीर गुप्ता (प्रभारी) उप निबंधक :मोहनलालगंज लखनऊ , 19/11/2020

> अशीक कुमार गुप्ता निबंधक लिपिक

M/s. Baba infra Developers LLP

Partner

For BHUDEVA PROPOON LLP

## ANNEXURE-A

| •        | MADHARMAŬ KALA VILLAGE LAND                                   |                           |          |
|----------|---|---------------------------|----------|
| ERIAL No | FIRM NAME   | KHASRA NO                 | нест     |
|          | BHUDEVA PROPCON LLP EARLIER KNOWN AS BHUDEVA PROPCON PVT LTD  | KH-265va                  | 0,126    |
|          | BIIUDEVA PROPCON LLP EARLIER KNOWN AS BHUDEVA PROPCON PVT LTD | KH-261,                   | 0.09542  |
| į        | BHUDEVA PROPCON LLP EARLIER KNOWN AS BHUDEVA PROPCON PVT LTD  | KH-256mi                  | 0.13775  |
|          | BHUDEVA PROPCON LLP EARLIER KNOWN AS BHUDEVA PROPCON PVT LTD  | KH-262                    | 0.061    |
|          | BHUDEVA PROPCON LLP EARLIER KNOWN AS BHUDEVA PROPCON PVT LTD  | KH-258                    | 0.114    |
| i        | BHUDEVA PROPCON LLP EARLIER KNOWN AS BHUDEVA PROPCON PVT LTD  | KH-258                    | 0.114    |
| ,        | GAYATRI DEVELOPERS  | КН-256                    | 0.138    |
|          | GAYATRI DEVELOPERS  | КН-268                    | 0.288    |
|          | GAYATRI DEVELOPERS  | KH-259mi                  | 0.700    |
| 1        | GAYATRI DEVELOPERS  | КН-255                    | 0.386    |
| 1        | GAYATRI DEVELOPERS  | KH-261                    | 0.095428 |
| 1        | GAYATRI DEVELOPERS  | KH-256mi                  | 0.2755   |
| 1        | GAYATRI DEVELOPERS  | KH-264                    | 0.233    |
| 1        | GAYATRI DEVELOPERS  | KH-261                    | 0.09542  |
| 1        | GAYATRI DEVELOPERS  | KH-261                    | 0.3817   |
| 1        | GAYATRI DEVELOPERS  | КН-263                    | 0.03     |
| 1        | GAYATRI INFRACON  | KH-263/0.120 HEC 1/2 PART | 0.06     |
| 1        | GAYATRI INFRACON  | KHASRA NO 263 PART        | 0.03     |
|          |   | Total Area                | 3.3612   |

GAYATRI DEVELCE

GAYATRI INFRACON Eurosh Earton' (PARTNER)

For BHUDEVA PROPCON LLP Zishash Zanton

M/s. Baba Infra Developers LLP

#### पहचानकर्ता : 2

श्री मनीष मिश्रा , पुत्र श्री विकास मिश्रा

निवासी: 631/1030ए शालीमार गार्डन इंदिरा नगर लखनऊ

व्यवसाय: व्यापार

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है । टिप्पणी :





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अशोक कुमार गुप्ता (प्रभारी) उप निबंधक : मोहनलालगंज

लखनऊ



M/s. Baba Infra Developers LLP

Partner

For BHUDEVA PROPSON LLP

PARTNER

## ANNEXURE-A

| ,         |   |  |        |      |
|-----------|---|--|--------|------|
|           | BAKKAS VILLAGE LAND   |  |        |      |
|           | ή   |  |        |      |
| SERIAL No | FIRM NAME   | KHASRA NO                                  | нест   |      |
|           |   |  | 0.455  |      |
| 1         | GAYATRI INFRACON  | KH-3025                                    |        |      |
|           |   |  | 0.411  |      |
| 2         | GAYATRI DEVELOPERS  | KH-3012,3013                               |        |      |
|           |   | KH-3019SA                                  | 0.272  |      |
| 3         | BHUDEVA PROPCON LLP EARLIER KNOWN AS BHUDEVA PROPCON PVT LTD    |  |        |      |
|           |   | KH-3020                                    | 0.19   |      |
|           | BHUDEVA PROPCON LLP EARLIER KNOWN AS BHUDEVA PROPCON PVT LTD    |  |        |      |
|           | 1   | KH-3006, 3016,3017, 3018                   | 0.694  |      |
| 5         | BHUDEVA PROPCON LLP EARLIER KNOWN<br>AS BHUDEVA PROPCON PVT LTD |  |        |      |
|           |   | KH-3009, 3010, 3011,<br>3014,3015,         | 0.353  |      |
| 6         | BHUDEVA PROPCON LLP EARLIER KNOWN<br>AS BHUDEVA PROPCON PVT LTD |  |        |      |
|           |   | KH-3000, 3001,3002,<br>3004,3005,3022,3023 | 0.5005 |      |
| 7         | BHUDEVA PROPCON LLP EARLIER KNOWN<br>AS BHUDEVA PROPCON PVT LTD |  |        |      |
|           |   |  |        |      |
|           | 1   | TOTAL AREA                                 |        | 2.87 |

GAYATRI DEVELOPERS

For BHUDEVA PROPCON LLP

M/s. Baba Infra Developers LL

आवेदन सं०: 202000822026082

बही स०: ।

रजिस्ट्रेशन स०: 19203

वर्ष: 2020

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रुप्रलेखानुसार उक्त

विक्रेताः 1

श्री गायत्री डेवलपर्स के द्वारा रिषभ रस्तोगी , पुत्र श्री कृष्ण रतन रस्तोगी

निवासी: 47/16 क्ले स्क्रायर कबीर मार्ग लखनऊ

व्यवसाय: व्यापार

विक्रेताः २





श्री गायत्री इन्फ्राकान के द्वारा रिषभ रस्तोगी , पुत्र श्री कृष्ण रतन रस्तोगी

निवासी: 201., मुरली भवन 10ए अशोक मार्ग लखनऊ

व्यवसाय: व्यापार '

विक्रेताः ३



श्री भूदेव प्रोपकान एल एल पी के द्वारा रिषभ रस्तोगी, पुत्र श्री कृष्ण रतन रस्तोगी

निवासी: 201., मुरली भवन् 10ए अशोक मार्ग लखनऊ

व्यवसायः व्यापार्

क्रेताः १





श्री बाबा इन्फ्रा डेवलपर्स एल एल पी के द्वारा काशी नाथ मिश्रा, पुत्र श्री नम्बर दार मिश्रा

निवासी: ए-20 एच आई जी संजय नगर सेक्टर-23,

गाजियाबाद उत्तर प्रदेश





भागाळ भामान्य Developers LLP

ने निष्पादन स्वीकार किया । जिनकी पहचान

Partner पहचानकर्ता : 1

श्री देवराज मिश्रा , पुत्र श्री हौसला प्रसाद मिश्रा

निवासी: जी 85, लिबर्टी कॉलोनी श्वीद्वेय नगर लखनऊ

व्यवसाय: नौकरी





### ANNEXURE -A

| PAHARNAGAR TIKARIYA VILLAGE LAND |  |            |       |
|----------------------------------|--|------------|-------|
| SERIAL No                        | FIRM NAME  | KHASRA NO  | НЕСТ  |
| 1                                | BHUDEVA PROPCON LLP<br>EARLIER KNOWN AS BHUDEVA<br>PROPCON PVT LTD | KH- 2 mi   | 0.346 |
| 93                               | 9  | Total Area | 0.346 |

GAYATRI DEVELOPERS

Partne

GAYATRI INFRACON

Mayor Sarlay

(PARTNER)

For BHUDEVA PROPCON LLP

PARTNER

M/s. Baba Infra Developers LLP

Pertner

आवेदन सं०: 202000822026082

बही संख्या 1 जिल्द संख्या 12166 के पृष्ठ 301 से 356 तक क्रमांक 19203 पर दिनाँक 19/11/2020 को रजिस्ट्रीकृत किया गया ।

