

6710/18



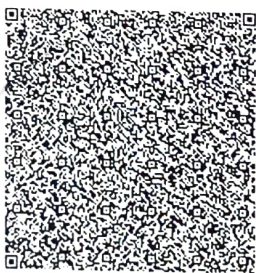
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

94

Certificate No.	: IN-UP05017980885290Q
Certificate Issued Date	: 06-Sep-2018 06:18 PM
Account Reference	: SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0106004280527148Q
Purchased by	: SHAURYA CONSTRUCTIONS
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: PLOT BEARING KHASRA NO.367 AND OTHERS AT AURANGABAD JAGEER, WARD-RAJA BIJLI PASI, LUCKNOW.
Consideration Price (Rs.)	: 11,25,00,000 (Eleven Crore Twenty Five Lakh only)
First Party	: BADRIKA MOTORS PVT LTD
Second Party	: SHAURYA CONSTRUCTIONS
Stamp Duty Paid By	: SHAURYA CONSTRUCTIONS
Stamp Duty Amount(Rs.)	: 79,64,000 (Seventy Nine Lakh Sixty Four Thousand only)



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



For Badrika Motors Pvt. Ltd.

Meena Singh
Authorised Signatory



Shaurya Constructions

Authorised Signatory



1. The details of this stamp certificate should be verified at www.e-stamp.com. Any discrepancy in the details on this certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the user of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

आयकर विभाग

भारत सरकार

INCOME TAX DEPARTMENT

GOVT. OF INDIA

BADRIKA MOTORS PRIVATE
LIMITED

07/10/1998

Permanent Account Number

AACCB4205F

Signature

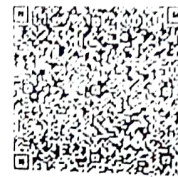
For Badrika Motors Pvt. Ltd.

Authorised Signatory



भारत सरकार
Government of India

मेरी पहचान
Meera Singh
अनन्य विधि में जारी किया गया
महिला विभाग



8931 6680 4527

पहचान - आम आदमी का अधिकार



Unique Identification Authority of India

पता

W/O अशोक कुमार सिंह वार्ड नं
12 अंगूरी बिल्डिंग बद्रिका हाउस,
खुटेही रीवा हजुर, रीवा मध्य
प्रदेश 486001

Address

W/O Ashok Kumar Singh, WARD
NO 12, ANGOORI BUILDING
BADRIKA HOUSE, KHUTEHI
REWA, Huzur, Rewa, Rewa,
Madhya Pradesh, 486001

8931 6680 4527



1800 300 1947



help@uidai.gov.in



www.uidai.gov.in

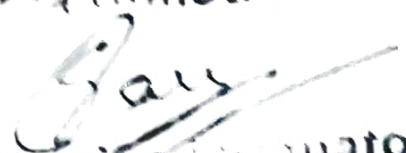
Meera Singh

Account Number Card

ADSFS4025J

SHARMA CONSTRUCTIONS

Sharma Constructions


Authorised Signatory



भारत सरकार
Government of India

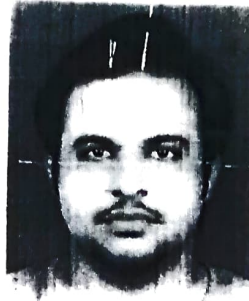


सौरभ अगरवाल
Saurabh Agarwal
माता इन्द्रा अगरवाल
Mother Indra Agarwal
जन्म तिथि / DOB 21/03/1992
पुरुष / Male



5983 2131 6367

आधार - आम आदमी का अधिकार



Signature



आधार

भारत सरकार
Government of India

पता: आत्मज: सुरेश चंद्र अगरवाल, Address: S/O: Suresh Chandra Agarwal, K
के - 1096, आशियाना, खजाना - 1096, Ashiyana, khazana complex,
कॉम्प्लेक्स, सेक्टर - के, एल डी ए Sector - K, L D A Colony, Lucknow, L D A
कॉलोनी, लखनऊ, एल डी ए कॉलोनी, Colony, Uttar Pradesh, 226012
उत्तर प्रदेश, 226012

5983 2131 6367

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in



मानस शर्मा
Manas Sharma
जन्म तिथि/DOB: 08/10/1989
पुरुष/ MALE



5841 5861 0060

मेरा आधार, मेरी पहचान



Manas



भारत सरकार
Ministry of India

Address:

S/O: Suresh Chandra Sharma, H No. 943,
JBN Public School, Manas
Nagar, Manasnagar, Lucknow,
Uttar Pradesh - 226023

पता:

सुरेश चंद्र शर्मा, एच नं० 943,
जेबीएन पब्लिक विद्यालय, मानस नगर,
मानसनगर, लखनऊ,
उत्तर प्रदेश - 226023

5841 5861 0060



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रमांक Enrolment No.: 1093/43034/01934

To,

Ashwani Kumar

अश्वनी कुमार

S/O Aditya Kumar

Idagah ke piche F- 3042

RAJAJIPURAM

Lucknow

Uttar Pradesh 226017

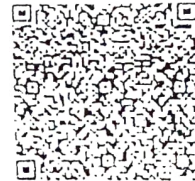
31/10/2011



U 100028 7 IN

Ref No. 412B319X-1490028

Only for Registry Purpose



[Signature]

Only for Registry Purpose

आपका आधार क्रमांक / Your Aadhaar No. :

9320 0043 8152

आधार — आम आदमी का अधिकार



भारत सरकार

GOVERNMENT OF INDIA



अश्वनी कुमार

Ashwani Kumar

जन्म वर्ष / Year of Birth 1969

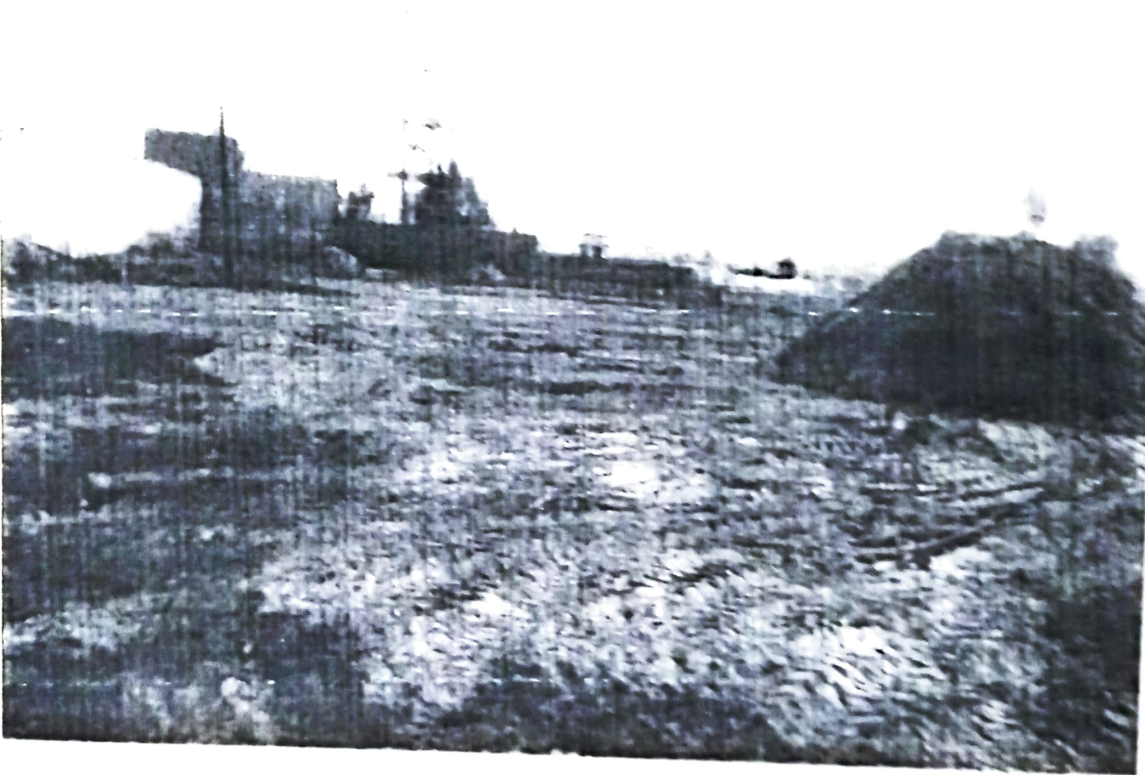
पुरुष / Male

9320 0043 8152



आधार — आम आदमी का अधिकार

Photograph of Property

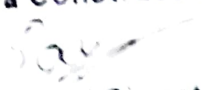


Badrika Motors Pvt. Ltd.

Meena Singh
Authorised Signatory

First Party

Shaurya Constructions


Authorised Signatory

Second Party

Sale consideration : Rs. 11,25,00,000/-
 Market Value : Rs. 11,37,65,160
 Advance : Rs. 1,75,00,000/-
 Stamp : Rs. 79,64,000/-
 Ward : Raja Bijli Pasi

AGREEMENT TO SELL WITH POSSESSION

THIS DEED OF AGREEMENT TO SELL is made at Lucknow on 24th day of September, 2018

Between

Badrika Motors Pvt. Ltd. having its registered office at Badrika House, NH-7, Rewa, M.P. through its Authorized Signatory/ Director **Mrs. Meena Singh** resident of 9, Mangalarambh Apartment, 1 Kabir Marg, Lucknow (hereinafter referred to as the '**FIRST PARTY/SELLER**'))

AND

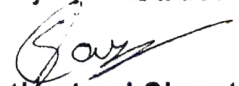
Shaurya Constructions through its Authorized Signatory **Mr. Saurabh Agarwal son of Mr. Suresh Agarwal** resident of K-1096, Aashiana Lucknow (hereinafter referred to as the '**SECOND PARTY/PURCHASER**'.)

AND WHEREAS the First Party is the absolute owner in possession of Plot bearing **Khasra No.367** area 2980.00 sq. mtr., **Khasra No. 320** area 4306.00 sq. mtr., **Khasra No. 319** area 1353.79 sq. mtr., **Khasra No. 320** area 696.17

For Badrika Motors Pvt. Ltd.

Meena Singh
Authorised Signatory

Shaurya Constructions


Authorised Signatory

sq. mtr., **Khasra No. 321** area 2150.00 sq. mtr., **Khasra No. 366** area 560.00 sq. mtr., **Khasra No. 367** area 563.00 sq. mtr., **Khasra No. 315** area 252.97 sq. mtr., **Khasra No. 315** area 252.97 sq. mtr., total area **13,114.9 sq. mtr.** Situated at Aurangabad Jageer, Ward Raja Bijli Pasi, Lucknow (hereinafter called '**the said Property**'). The First Party hereby declares, assures and affirms that no agreement or understanding has been entered into or arrived at with any other party in respect of the said property.

AND WHEREAS the First Party had purchased the said property through five sale deeds, the details of purchase are given below:-

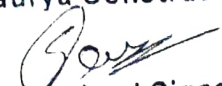
Khasra No. 367 area 2980 sq. mtr. purchased in the name of Badrika Motors Pvt. Ltd. from Amir alias Amirey vide registered sale deed dated 14/01/2009, which is duly registered in the office of Sub-Registrar-I, Lucknow vide Bahi No. I, Zild No. 9821 on pages 291 to 360, at Serial No. 454, dated 14/01/2009.

Khasra No. 320 area 0.4306 hectare or 4306 sq. mtr. purchased in the name of Badrika Motors Pvt. Ltd. from Pragati Colonizer Pvt. Ltd. vide registered sale deed dated 11/02/2011, which is duly registered in the office of Sub-Registrar-I, Lucknow vide Bahi No. I, Zild No. 12428 on pages 105 to 168, at Serial No. 2104, dated 11/02/2011.

For Badrika Motors Pvt. Ltd.

Meenakshi Saini
Authorised Signatory

Shaurya Constructions


Authorised Signatory

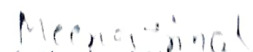
Khasra No. 319, 320, 321, 366 and 367 area 0.5421 hectare or 5323 sq. mtr. purchased in the name of Badrika Motors Pvt. Ltd. from Pragati Colonizer Pvt. Ltd. vide registered sale deed dated 08/07/2011, which is duly registered in the office of Sub-Registrar-1, Lucknow vide Bahi No. I, Zild No. 12970 on pages 317 to 370, at Serial No. 10037, dated 08/07/2011.

Khasra No. 315 area 252.97 sq. mtr. purchased in the name of Badrika Motors Pvt. Ltd. from Smt. Nareen Fatima vide registered sale deed dated 19/09/2011, which is duly registered in the office of Sub-Registrar-1, Lucknow vide Bahi No. I, Zild No. 13201 on pages 63 to 104, at Serial No. 13346, dated 19/09/2011.

Khasra No. 315 area 252.97 sq. mtr. purchased in the name of Badrika Motors Pvt. Ltd. from Smt. Munawar Jahan vide registered sale deed dated 19/09/2011, which is duly registered in the office of Sub-Registrar-1, Lucknow vide Bahi No. I, Zild No. 13201 on pages 105 to 146, at Serial No. 13347, dated 19/09/2011.

AND WHEREAS the said property or any part thereof is at present not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the First Party and neither the said property nor any part thereof has been attached and/or is liable to be

For Badrika Motors Pvt. Ltd.


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attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.

AND WHEREAS there is no suit and/or proceeding and/or litigation pending in respect of the said property or any part thereof.

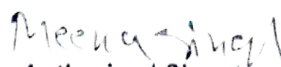
AND WHEREAS the entirety of the said property is in the vacant, peaceful and absolute possession of the First Party and no person or persons other than the First Party has any right of occupancy, easement or otherwise on the said property or any part.

AND WHEREAS the First Party wants to sell the said property for their financial needs and the Second Party wants to purchase the said property and hence contacted the First Party and offered a sum of Rs. 11,25,00,000/- (Rupees Eleven Crore Twenty Five Lakh Only) for the said property. The First Party has accepted the same and agreed to sell the aforesaid property to the Second Party.

NOW THIS AGREEMENT WITNESETH AS UNDER

- (1) That in pursuance of this agreement the First Party has received Rs. 1,75,00,000 /- (Rupees One Crore Seventy Five Lakh Only) at the time of this Agreement to sell as advance money from the Second Party, the First Party acknowledges the receipt of the aforesaid amount.
- (2) That the balance amount of Rs. 9,50,00,000/- (Rupees Nine Crore Fifty Lac only) shall be paid by the Second Party to the First Party as per payment schedule given below.

For Badrika Motors Pvt. Ltd.


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Shaurya Constructions


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(3) That the First Party shall execute the sale deed in respect of the above mentioned property in favour of the Second Party or its allottees on receipt of the balance amount of Rs. 9,50,00,000/- (Rupees Nine Crore Fifty Lac only).

(4) **Covenants and Obligations of the Second Party:**

(a) The Second Party herein shall develop the said property as described and detailed below. The Second Party shall commence and complete the development of the said property without any interference from any quarters as per the terms and conditions of this Agreement, which shall be a final and binding document between the parties.

(b) The Second Party shall develop the said property into Residential Complex, i.e., Apartments/Villas, etc.

(c) The Second Party shall develop the Complex in terms of working plans and specifications in accordance with the approvals and sanctions to be issued by the concerned authorities and shall meet all the requirements thereof.

(d) The Second Party shall develop the said Complex on the said property in accordance with laws and bye-laws at its own cost & expense. The cost of development shall be borne by the Second Party exclusively, including construction cost, architectural and other consultants fee, brokerage, marketing

For Badrika Motors Pvt. Ltd.

Meenakshi
Authorized Signatory

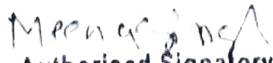
Shriya Constructions


Authorized Signatory

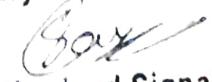
expenses, administrative expenses till completion of the proposed Complex and the Second Party shall do all such deeds and things as are required to be done for the development of the said property. The entire cost of hard and soft development including architectural, consultancy and other services shall exclusively be borne by the Second Party

- (e) The Second Party may enter into all contracts, Agreement or arrangements with any person for the development of the said property at its own cost & expenses.
- (f) The Second Party shall sign and execute all documents, papers, deeds required or considered necessary for the purpose of developing the said property at its own cost & expenses. Provided, however, that the First Party shall sign and execute all such documents, papers or deeds that may be required or necessary to be signed by the First Party. Notwithstanding anything else, the First Party shall render all possible assistance to the Second Party in this regard.
- (g) The Plans shall be signed by the First Party and thereafter sanctioned shall be obtained by the Second Party at its own cost and expenses.

For Padrika Motors Pvt. Ltd.


Authorised Signatory

Shaurya Constructions

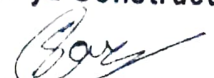

Authorised Signatory

- (h) The Second Party shall discharge, pay and deal with all employees, workmen, officials or otherwise who are engaged or working with the said project, directly or indirectly, at the site or otherwise, and they shall be the employees / officials of the Second Party exclusively. Their wages or other dues, statutory or contractual, and also compensation, whether under Workmen's Compensation Act or otherwise, shall be payable exclusively by the Second Party. The Second Party shall comply with all labour and other laws. In case of any incident or accident at the site, only the Second Party shall be responsible in all respects. The Second Party indemnifies the First Party against all such damages and claims etc. in this regard.
- (i) The Second Party shall always keep the First Party harmless and indemnified from all losses, damages and penalties which may arise due to the exclusive default on the part of the Second Party pertaining to development and construction of / over the said property.
- (j) The Second Party shall have full authority and power to appoint any partner, contractor or sub-contractor for development of the Project.
- (k) The Second Party shall conduct a thorough due-diligence, for which the First Party shall assist and co-operate in the same. In case the Second Party find

For Be Irika Motors Pvt. Ltd.

Meena Singh
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the due-diligence report not satisfactory, the Agreement shall stand cancelled and the money paid to the First Party shall be refunded along with loss & damages incurred by the Second Party.

(5) Covenants and Obligations of the First Party:

- (a) The First Party shall apply and obtain all licenses, permissions and approvals of the said property to the desired use. The expenses incurred shall exclusively be borne by the Second Party.
- (b) The First Party warrants and undertakes to make and keep the title of the said property clear and marketable and free from all kinds of encumbrances, charges, lis pendens, prior agreements and claims during the subsistence of this Agreement and till the date of execution and registration of Title / Conveyance Deeds in favour of the Second Party or its allottees. Notwithstanding the generality of the foregoing, the First Party hereby covenants not to deal, negotiate, let out, grant lease, mortgage and/or charge the said property or any portion thereof.
- (c) The First Party, either itself or through its men or agents, shall not do, omit or suffer to be done anything or claim any right or power in respect of the said property, whereby its rights in as well as the rights of the Second Party created under this

For Badrika Motors Pvt. Ltd.

Meenakshi Singh
Authorised Signatory

Shaurya Constructions


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Agreement are jeopardized, avoided, forfeited, extinguished, prejudiced, prejudicially affected or otherwise affected in any manner whatsoever. The First Party hereby covenants not to cause any interference or hindrance in the construction of the Project.

- (d) The First Party have given the vacant, peaceful, physical possession of the said property, free from all encumbrances and with full authority for speedy development of the Project. The Second Party shall be entitled to remain in such possession for the furtherance of this Agreement. The Second Party can immediately commence survey work at the site, which shall include hydrological test, resonance test, site analysis, measurements, preparation of conceptual plan etc.
- (e) The First Party shall allow free and unrestricted entry over the said property to the Second Party, its staff, visitors, prospective buyers and others for the purpose of carrying out the development and construction activities to be carried out by the Second Party.
- (f) The First Party shall do or cause to be done every act in order to complete the transfer / conveyance deed in favour of the Second Party or its allottees.

For Badrika Motors Pvt. Ltd.

Meenakshi Singh
Authorised Signatory

Shaurya Constructions


Authorised Signatory

- (g) The First Party hereby represents and confirms that it is seized and possessed of clear and marketable title to the said property and except it, no other person or persons have got any right, title, claim or interest in the said property. The First Party further undertakes to keep the Second Party indemnified and harmless against all the encumbrances, claims and damages during the entire period of subsistence of this Agreement.
- (h) The First Party shall also furnish to the Second Party all title and related documents in respect of the said property for smooth execution of the development work as well as for obtaining necessary approvals / permissions.
- (i) The First Party shall not interfere or obstruct in any manner whatsoever with the development, construction and completion of the Project.

(6) Payments:

The Second Party shall pay to the First Party a total of Rs. 11,25,00,000/- (Rupees Eleven Crore Twenty Five Lakh Only) for due compliance of the terms and conditions of this agreement as per following Schedule :

Amount already paid of Rs. 1,75,00,000/- through Cheque No. 004928, 004929, 004930, 004931, 004932, 004933 and 004934 of Rs. 25,00,000/- (Twenty Five

For Badrika Motors Pvt. Ltd.

Meena Singh
Authorised Signatory

Shaurya Constructions

Shaurya
Authorised Signatory

Lakh) each and Balance of Rs 9,50,00,000 /- shall be paid by the Second Party in 12 equal monthly installments. If the Second Party fails to pay installment timely then 12% p.a. interest shall be payable by the Second Party for the period of delay. However, the Second Party shall be allowed maximum three months grace period for payment of monthly installment after that this agreement shall be treated as cancelled and the amount paid at the time of agreement shall be forfeited and the possession of land will be handed over to the First Party.

- (7) That the parties covenant to do all such acts and things which may be required to be done in respect of this agreement. The expenses of the sale deed shall be borne by the second party.
- (8) That According to Collector Circle Rate List, the property is situated in the Aurangabad Jageer and more than 100 meter away from Amar Shaheed Path for the purpose of the stamp duty, circle rate of the land is fixed Rs. 12,000/- per sq mts. The said property is situated at 12 meter wide road, accordingly the market value of the plot having area 13,114.9 sq. mtr comes to for area 1000 sq. mtr. value is 1,20,00,000/- and value of remaining area after 30% depreciation is 10,17,65,160/- thus the total market value is Rs. 11,37,65,160/-. The market value is higher than the sale

For Badrika Motors Pvt. Ltd.

Meera Singh
Authorised Signatory

Shaurya Constructions

Ganesh
Authorised Signatory

consideration as such the stamp duty is payable on market value as it is agreement to sale with possession. The total stamp duty of Rs. 79,64,000/- has been paid by the Second Party.

- (9) The expression 'FIRST PARTY' and 'Second Party' shall mean and include parties and their respective legal heirs, successors and assigns.

DESCRIPTION OF THE PLOT

Plot bearing Khasra No.367 area 2980.00 sq. mtr., Khasra No. 320 area 4306.00 sq. mtr., Khasra No. 319 area 1353.79 sq. mtr., Khasra No. 320 area 696.17 sq. mtr., Khasra No. 321 area 2150.00 sq. mtr., Khasra No. 366 area 560.00 sq. mtr., Khasra No. 367 area 563.00 sq. mtr., Khasra No. 315 area 252.97 sq. mtr., Khasra No. 315 area 252.97 sq. mtr., total area 13,114.9 sq. mtr. situated at Aurangabad Jageer, Ward Raja Bijli Pasi, Lucknow which is bounded as:-

East- Other's Property
West- Other's Property
North- Other's Property
South- 12.00 mtr wide Road

For Badrika Motors Pvt. Ltd.

Meenar Singh
Authorised Signatory

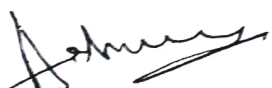
Shaurya Constructions

[Signature]
Authorised Signatory

IN WITNESS WHEREOF, the First Party and the Second Party have signed this Agreement without any pressure in the presence of the following witnesses on the day, month and year mentioned above.

WITNESSES:-




1. Ashwani Kumar
S/o Mr. Aditya Kumar
R/o F-3042, Rajajipuram,
Lucknow-226017



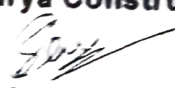

2. Manas Sharma
S/o Mr. S.C. Sharma
R/o H.No-943, Manas Nagar
Krishna Nagar, Lucknow-226023

For Badrika Motors Pvt. Ltd.


Authorised Signatory

First Party

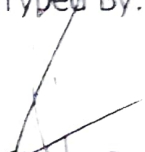
Shaurya Constructions


Authorised Signatory

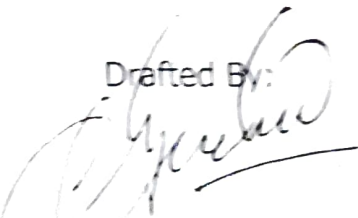
Second Party



Typed By:


(Ram Sanehi)

Drafted By:


(Vishwanath Yadav)
Advocate
Civil Court, Lucknow

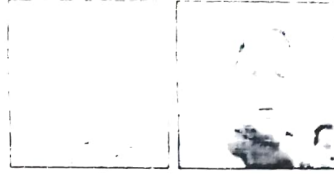
निष्पादन लेखपत्र बाद सुनने व समझने मंत्रमून व प्राप्त धनराशि व प्रत्येकानुसार उक्त

विकेता ।

श्रीमती बटिका मोटर्स प्रा. लि. के द्वारा मोना सिंह पत्नी
श्री ए.के. सिंह

निवासी बटिका हाउस नं. 100, राजाजीपुरम, बखनऊ

व्यवसाय व्यापार



क्रता: 1 Meena Singh

श्री मोरम अग्रवाल पुत्र श्री सुरेश चन्द्र अग्रवाल

निवासी क. 100, बखनऊ, बखनऊ

व्यवसाय व्यापार



ने निष्पादन स्वीकार किया । जिन्की पहचान

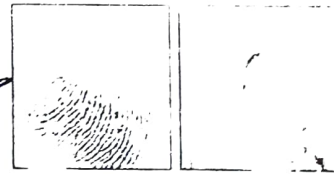
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श्री अश्वनी कुमार पुत्र श्री आदित्य कुमार

निवासी एफ-3042 राजाजीपुरम, बखनऊ

व्यवसाय नोकरी

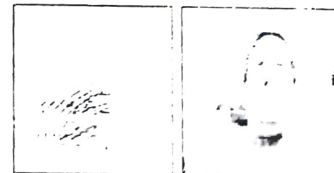
पहचानकर्ता : 2



श्री मानस शर्मा, पुत्र श्री सुरेश चन्द्र शर्मा

निवासी 943, मानस नगर, बखनऊ

व्यवसाय नोकरी



रजिस्ट्रार अधिकारी बखनऊ

[Signature]

1 वीं । प्रत्यक्ष मंड मालिकों के द्वारा

नियमानुसार लिए गए हैं ।

टिप्पणी

रजिस्ट्रार अधिकारी बखनऊ

उप निरीक्षक राजाजीपुरम

बखनऊ

राजाजीपुरम

रजिस्ट्रार अधिकारी बखनऊ

बखनऊ