

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक संस्तर तृतीय लखनऊ क्रम संख्या 20222290153

आवेदन संख्या : 202200821048145

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2022-07-13 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम अनिरुद्ध कुमार निगम

लेख का प्रकार अनुबंध विलेख(सामान्य)

प्रतिफल की धनराशि 0 / 0.00

1. रजिस्ट्रीकरण शुल्क 100
2. प्रतिलिपिकरण शुल्क 180
3. निरीक्षण या तलाश शुल्क
4. मुह्तार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 280

शुल्क: वगूल करने का दिनांक 2022-07-13 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2022-07-13 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर





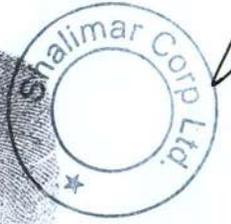


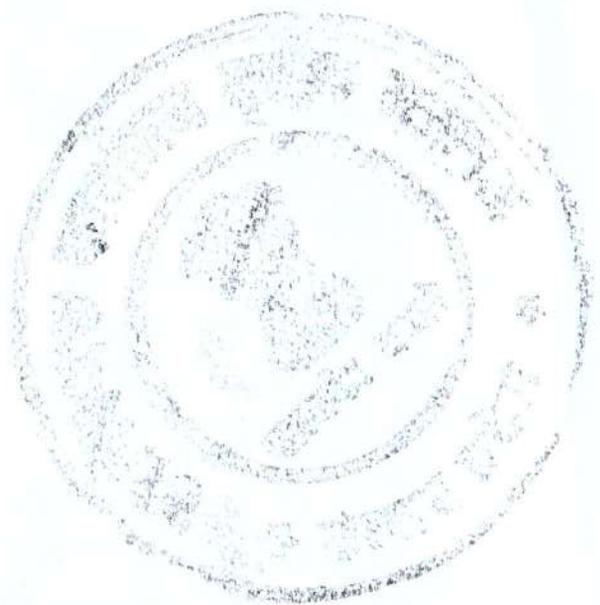
**DETAILS OF INSTRUMENT IN SHORT**

Ward	:	Shankerpurwa
Mohalla	:	Islambari
Details of property (Property No.)	:	Khasra Nos. 182, 184, 202, 203
Standard of measurement	:	Sq.mtr.
Area of Property	:	8182
Type of Property	:	Land
Stamp duty	:	₹ 100/-
No. of persons in First Part (1)		
Details of First Party :		
LIMELITE TRADECOM PVT. LTD., a Company		

Limelite, Tradecom Pvt. Ltd.

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incorporated under the Companies Act, 1956 and having its Registered office at First Floor, Gallantt Land Mark, Bank Road, Gorakhpur, through it's Authorized Signatory Vivek Pandey son of Sri Ram Sahai Pandey Permanent & Present resident of 80, Silver Estate, Pilibhit Bypass Road, Bareilly.
No. of persons in Second Part (1)
Details of Second Party :
GALLANTT ISPAT LTD., a Company incorporated under the Companies Act, 1956 and having its Registered office at Gallantt House-I-7, Jangpura Extension, New Delhi, through its Authorised Signatory Sandeep Kumar Srivastava son of Sri Ravindra Nath Srivastava Permanent & Present resident of E-302, Block-E, Sai Apartment, Village-Anaura, Pargana & Tehsil-Lucknow.
No. of persons in Third Part (1)
Details of Third Party :
SHALIMAR CORP. LTD. a company incorporated under the Companies Act, 1956 and having its Registered office at A2/3, F.F. Safdarjung Enclave, South Delhi through its Authorised Signatory Syed Anwar Mahmood Rizvi son of Syed Mahmood Ali Rizvi Permanent & Present resident of 401/24Kha, Abdul Aziz Road, Lucknow.

## AGREEMENT

THIS AGREEMENT made on this 30<sup>th</sup> day of June, 2022 between LIMELITE TRADECOM PVT. LTD., a Company incorporated under the Companies Act, 1956 and having its Registered office at First Floor, Gallantt Land Mark, Bank Road, Gorakhpur, through it's Authorized Signatory Vivek Pandey son of Sri Ram Sahai Pandey Permanent and Present resident of 80, Silver Estate, Pilibhit Bypass Road, Bareilly, hereinafter referred to as

Limelite Tradecom Pvt. LTD.

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*A. L. Rizvi*  
Shalimar Corp Ltd.





"PARTY NO. 1" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **FIRST PART**  
**AND**

GALLANTT ISPAT LTD., a Company incorporated under the Companies Act, 1956 and having its Registered office at Gallantt House-I-7, Jangpura Extension, New Delhi, through its Authorised Signatory Sandeep Kumar Srivastava son of Sri Ravindra Nath Srivastava Permanent & Present resident of E-302, Block-E, Sai Apartment, Village-Anaura, Pargana & Tehsil-Lucknow, hereinafter referred to as "PARTY NO. 2" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective successors or successors-in-office and/or assigns) of the **SECOND PART**

**AND**

SHALIMAR CORP. LTD. a company incorporated under the Companies Act, 1956 and having its Registered office at A2/3, F.F. Safdarjung Enclave, South Delhi through its Authorised Signatory Syed Anwar Mahmood Rizvi son of Syed Mahmood Ali Rizvi Permanent & Present resident of 401/24Kha, Abdul Aziz Road, Lucknow, hereinafter referred to as "PARTY NO. 3" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office) of the **THIRD PART;**

1. Unless in this agreement there be something contrary or repugnant to the subject or context:-

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- (a) **“Building Complex”** shall mean and include the said premises and the building complex of several buildings and other structures intended to be constructed at the said premises;
- (b) **“Building Plans”** shall mean the plans for construction of the New Buildings to be sanctioned by the Lucknow Development Authority, Lucknow and include all modifications thereof and/or alterations thereto as may be made thereto.
- (c) **“Common Areas and Installations”** shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and the said premises as mentioned and specified in **PART-I** and **PART-II** of the **FIRST SCHEDULE** hereunder written or as may be modified or altered in terms hereof;
- (d) **“Individual Buildings”** shall mean the several individual buildings to be constructed from time to time at the said premises;

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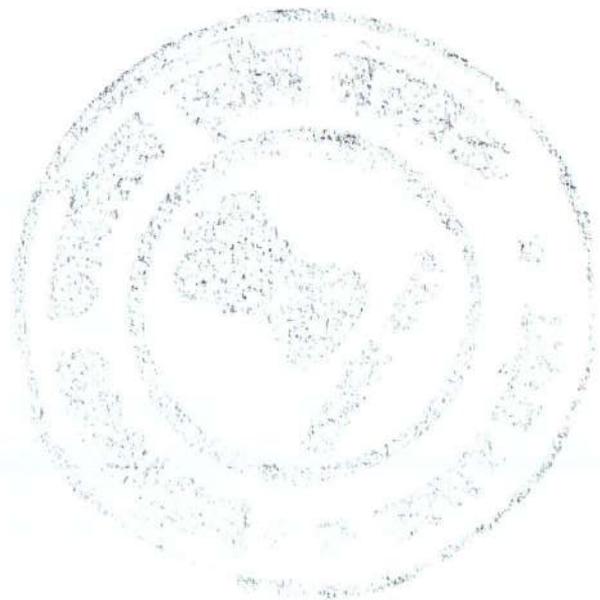


- (e) **"Marketing"** shall include transfers by sale, lease, letting out, grants, exclusive rights, delivery of possession or otherwise;
- (f) **"Parking Spaces"** shall mean the spaces in the Building Complex expressed or intended to be used for parking of motor cars, two-wheelers etc.,
- (g) **"Project"** shall mean the development of the Building Complex and Marketing of the same;
- (h) **"Realization"** shall mean the amounts received against Marketing of the Units and Parking Spaces and other saleable areas from time to time after excluding the marketing costs but shall not include any amounts received on account of Extras and Deposits.
- (i) **"Unit Purchasers"** shall mean the buyers who from time to time purchase or agreed to purchase any Unit in the Building Complex;
- (j) **"Units"** shall mean the independent and self-contained flats and other constructed spaces in the New Building at the said premises

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capable of being exclusively held used or occupied by a person;

2. **WHEREAS** the parties are co-owners of the land/subject matter of this agreement, detailed in the Schedule of Property.
3. **AND WHEREAS** the PARTY NO. 1 owns 15% & the PARTY NO. 2 owns 35% and Party No. 3 owns 50% undivided share in the said premises, by virtue of the sale deeds detailed herein :-

Party No. 1 purchased 15% undivided share out of Khasra Nos. 182, 184, 202 & 203 from its previous owner Hewet Engineering College Society vide sale deed dated 22.07.2021 registered in Book No. 1 Zild No. 14596 on pages 1 to 42 at Sl. No. 4558 on 11.08.2021 in office of Sub-Registrar-III, Lucknow

Party No. 2 purchased 35% undivided share of same land from the same owner Hewet Engineering College Society vide sale deed dated

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01.05.2010 registered in Book No. 1 Zild No. 14595 on pages 379 to 418 at Sl. No. 4557 on 11.08.2021 in office of Sub-Registrar-III, Lucknow.

Party No. 3 purchased 50% undivided share of same land from the same owner Hewett Engineering College Society vide sale deed dated 22.07.2021 in Book No. 1 Zild No. 14596 on pages 99 to 140 at Sl. No. 4562 in office of Sub-Registrar-III, Lucknow.

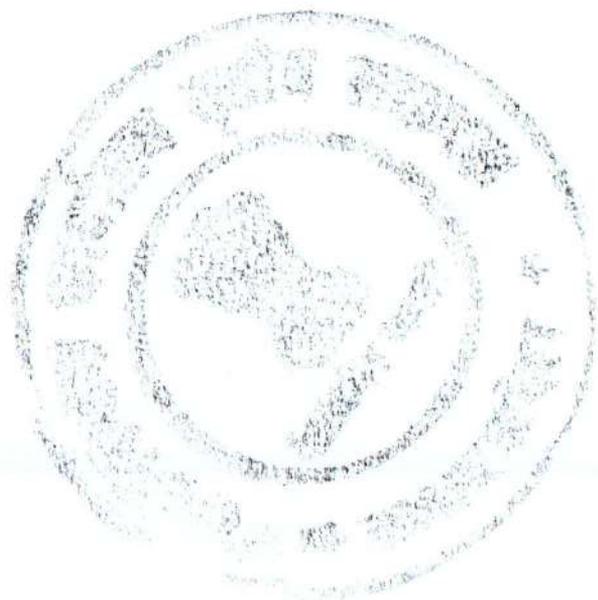
3.1. **AND WHEREAS** pursuant to the purchase as aforesaid, the parties became entitled to their respective shares in the said premises with rights in common with the Other Co-owners to construct own and enjoy the Building Complex and to share and enjoy the areas therein to the extent of their respective shares.

3.2. **AND WHEREAS** upon mutual discussions and negotiations between the parties , it was agreed and decided by and between them that the Building Complex would be constructed after getting the plan sanctioned from the appropriate Authority by one of the co-owners the PARTY NO. 3 exclusively at its costs and expenses and the PARTY NO. 1 shall

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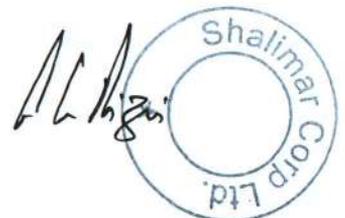
only be interested in a certain share of the Realizations from the Building Complex Upon such mutual discussions and negotiations, it was finalized and accepted by the parties that the PARTY NO. 1 would be entitled to 6% (Six percent) & PARTY NO. 2 would be entitled to 14% (Fourteen percent) in the Realizations from the Building Complex as against its undivided share in the land comprised in the said premises and the PARTY NO. 3 would construct the Building Complex and bear the costs thereof and also market the same exclusively and irrevocably. For the shake of clarity it was further finalized and accepted by PARTY NO. 1 & 2 that their individual entitlement in the said realization would be 6% & 14% respectively.

This revenue share percentage will be reviewed by the parties based on project performance from time to time. Based on review parties may by mutual consent, increase or decrease the revenue share maximum by 2%.

- 3.3. To avoid possible disputes and differences in future between the parties with regard to Construction and Marketing of the Building Complex, the parties have desired to record into writing the terms and conditions agreed between them as contained in this agreement.

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- 4.1. The PARTY NO. 1 & PARTY NO. 2 do hereby authorize the PARTY NO. 3 and grant to the PARTY NO. 3 the exclusive rights and authority to develop their total share in the said premises along with share already owned by PARTY NO. 3 and construct the Building Complex thereon and to market the same for mutual benefit as contained herein and for the consideration and on the terms and conditions hereinafter contained.
- 4.2. The PARTY NO. 3 being already the owner of the 50% share in the said premises and by virtue of the appointment made hereunder shall be solely entitled to develop the said premises and to look after, supervise, manage and administer the progress and day to day work of construction of the Building Complex.
- 4.3. The PARTY NO. 1, PARTY NO. 2 and PARTY NO. 3 do hereby irrevocably agree to contribute their share of and in the said premises for the purpose

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of development and marketing of the Building Complex. With effect from the date hereof the PARTY NO. 3 shall be in exclusive possession of the said premises.

4.4. The PARTY NO. 3 shall be entitled from time to time to appoint Architects, engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The PARTY NO. 3 shall also appoint engage and employ such contractors, sub-contractors, engineers, labours, mistries, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the PARTY NO. 3 and wherever required, to revoke such appointments from time to time or at any point of time.

4.5. The PARTY NO. 3 shall be entitled to and be responsible for any modification, alteration, renewal, revalidation of the Building Plans and obtaining any permissions or approvals as may be required.

4.6. The PARTY NO. 3 shall apply for and obtain connections for water, electricity, drainage,

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sewerage and other inputs utilities and facilities from State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the Building Complex.

4.7. The PARTY NO. 3 shall be entitled to apply for and obtain on behalf of itself and the PARTY NO. 1 & PARTY NO. 2 all permissions, certificates, approvals and no objection certificates as may be necessary for the construction of the Building Complex and/or for procuring connections of water, electricity, gas, telephone, drainage, sewerage and other utilities from the concerned authorities or Governmental Departments.

4.8. The PARTY NO. 3 shall be entitled to procure (either in its name or in the names of the PARTY NO. 1 & PARTY NO. 2 as may be deemed fit and proper by the PARTY NO. 3 at its sole discretion and convenience) all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, lift, water pump, sanitary fittings etc.), construction equipments and/or any type of machinery required (viz. crusher, mixer, tools etc.) for

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construction of the Building Complex and to return the same upon completion of the necessary works or if it is found to be defective or procured in excess.

4.9. The PARTY NO. 3 shall be entitled to float (either in the name of itself or in the names of the PARTY NO. 1 & PARTY NO. 2 hereto, at the sole discretion and as per the convenience of the PARTY NO. 3) tenders, place orders and take estimates, bills, invoices, challans, receipts and all other papers and instruments relating to any incurrence of payment and/or outgoing for and in the course of construction of the Building Complex and at the same time to provide with receipts and acknowledgements for acceptance of all sorts of materials goods or in case any item or material is refunded and/or if any excess payment is made and/or adjusted theretofore and any other receipts in the course of construction of the Building Complex.

4.10. The construction work shall be carried out in phases as per the discretion of the PARTY NO. 3.

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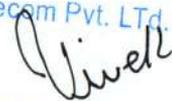


4.11. The PARTY NO. 3 shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.

4.12. The PARTY NO. 3 shall pay and/or disburse periodic wages, salaries, remuneration and all other amounts and benefits to the persons employed engaged or appointed for the purposes herein stated and to keep receipts of such payments made in respect thereof;

4.13. With effect from the date hereof till the construction and completion of the Building Complex, the PARTY NO. 3 solely shall be in custody of the original title deeds and building plans and other relevant documents and writings.

4.14. The PARTY NO. 3 shall deal with the Lucknow Development Authority, Lucknow Fire Brigade, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, the Authorised Officer (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, Pollution Control Authorities, authorities under the Town &

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Country (Planning & Development) Act, 1979, Insurance Companies and authorities, Police Authorities, CESC Limited and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or marketing of the Building Complex or anyway connected therewith.

4.15. The PARTY NO. 3 shall construct the Building/s in good substantial and workman like manner. The PARTY NO. 3 shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The PARTY NO. 1 and PARTY NO. 2 will not be responsible for any laches and/or lapses on the part of the PARTY NO. 3.

4.16. The PARTY NO. 1 & PARTY NO. 2 shall fully cooperate with and assist the PARTY NO. 3 and shall sign execute register and deliver all papers, plans, affidavits, indemnity, undertakings, declarations, powers etc., as may be required by

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the PARTY NO. 3 there for and shall also sign execute register and deliver the said papers and do all acts deeds and things as may be required by the PARTY NO. 3 there for and also for the purposes herein contained.

Unless otherwise expressly mentioned, all costs charges and expenses of or in respect of the development of the said premises and the several activities mentioned above shall be borne and paid by the PARTY NO. 3.

5.1. The PARTY NO. 1 & PARTY NO. 2 do hereby appoint the PARTY NO. 3 and grant to the PARTY NO. 3 the exclusive rights and authority to market the entire Building Complex so raised by it on behalf of itself and on behalf of the PARTY NO. 1 & PARTY NO. 2 on the terms and conditions hereinafter contained.

5.2. The PARTY NO. 1 & PARTY NO. 2 agree to sell and transfer their 15% & 35% undivided share in the land of the said premises and all and whatever its entire share right title and interest in the Building Complex to the Unit Purchasers and other transferees of the Building Complex in such parts

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or shares as the PARTY NO. 3 may nominate or require. However it is specifically made clear that all allotments, agreements, sale deeds shall be executed by all the parties collectively.

- 5.3. The PARTY NO. 3 shall be entitled to advertise for Marketing of the Units, Parking Spaces and other saleable spaces/constructed areas in the Building Complex in all media and to negotiate and settle the price and other terms of transfer with intending Unit Purchasers.
- 5.4. The PARTY NO. 3 shall be entitled to appoint brokers, sub-brokers and other agents for sale and transfer of the Units and Parking Spaces in the Building/s at such remuneration and on such terms and conditions as it may deem fit and proper.
- 5.5. The PARTY NO. 3 shall accept bookings of any Unit, Parking Space or other saleable space/constructed area in the Building Complex in favor of any Unit Purchaser and if necessary to cancel revoke or withdraw any such booking.
- 5.6. The PARTY NO. 3 shall be entitled to receive the entire Realizations including earnest money, part payments, consideration, Extras, Deposits and

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other amounts on any account receivable from the Unit Purchasers and other persons in respect of the Building Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully bind all the parties hereto.

5.7. The consideration for which the PARTY NO. 3 shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the PARTY NO. 3 shall be such as be determined by the PARTY NO. 3 from time to time in consultation with the marketing agents appointed for the purpose.

5.8. The agreements, receipts, confirmations, applications, sale deeds, final deeds of transfer and other documents relating to Marketing of the Units, Parking Spaces and other saleable/transferable areas shall be executed by the PARTY NO. 3 on behalf of itself and the other parties and the other parties do hereby authorize and empower the PARTY NO. 3 fully and in all manner with regard thereto and also agree to execute and/or register one or more powers of attorney from time to time in favor of the PARTY NO. 3 as may be required or found necessary and

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shall not revoke the same during the subsistence of this agreement.

**5.9** All costs of brokerage, commission and like other amounts relating to marketing as also any interest, damage or compensation payable to any Unit Purchaser or other person relating to the Project shall be payable by the PARTY NO. 1 & PARTY NO. 2 according to his respective shares in the Realization from the Building Complex and consequently be deducted while calculating the amount of the Total Realization.

**6.1** In mutual consideration of the PARTY NO. 1 & PARTY NO. 2 agreeing to contribute, sell and transfer its share of and in the land of the said premises and all and whatever share in the proposed Building Complex and allowing and permitting the PARTY NO. 3 the exclusive right to develop the Building Complex at the said premises as contained herein and of the PARTY NO. 3 agreeing to carry out the development and marketing in respect of the Building Complex and

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incurring the several costs except the marketing cost which will be deducted from total realization in respect thereof as mentioned herein and doing the several acts deeds and things in pursuance hereof, the parties agree as follows:-

- (a) The PARTY NO. 1 shall be entitled to a specific 6% (Six percent) of the Total Realization from the Project;
- (b) The PARTY NO. 2 shall be entitled to a specific 14% (Fourteen percent) of the Total Realization from the Project;
- (c) The PARTY NO. 3 shall be entitled to the entirety of the 80% of the Total Realization save the share thereof as may belong to the Other Co-owners as per contracts between the PARTY NO. 3 and the Other Co-owners, in addition to its own rights and entitlement as and being one of the co-owners of the said premises.

6.2. The PARTY NO. 3 shall pay to the PARTY NO. 1 its 6% and PARTY NO. 2 its 14% of the Total Realization from the Project as follows:

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- (a) The first payment of 6% (Party No. 1) & 14% (Party No. 2) of the Total Realizations from the Project during the period of one year from the date of execution of this agreement shall be made by the PARTY NO. 3 to the PARTY NO. 1 & PARTY NO. 2 (in their respective share) within 15 days from the expiry of one year from the date of execution of this agreement;
- (b) As after the first payment, the PARTY NO. 3 shall pay to the PARTY NO. 1 & 2 their 6% & 14% of the Realizations on quarterly basis according to English Calendar, and the payments for any quarter shall be made in respect of the Total Realizations during such quarter and within 15 days of the close of the concerned quarter.

6.3. All payments made by the PARTY NO. 3 to the PARTY NO. 1 & PARTY NO. 2 shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further, in case due to cancellation of any booking or agreements/contracts or any other reason, any part of the Realization becomes refundable or

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payable to any Unit Purchaser and/or any interest or compensation is payable to any Unit Purchaser or any other person in connection with the Project or any part thereof, the share of the PARTY NO. 1 & PARTY No. 2 therein shall be adjustable out of the future payments to be made by the PARTY NO. 3 to the PARTY NO. 1 & PARTY NO. 2 and in case no such future payment is due, the same shall be paid by the PARTY NO. 1 & PARTY NO. 2 to the PARTY NO. 3.

6.4. The PARTY NO. 3 shall maintain proper accounts pertaining to the transactions specified hereunder and in general to the Project. The PARTY NO. 1 & PARTY NO. 2 shall have at all times full and free access and liberty to inspect such separate Books of Accounts of the PARTY NO. 3. For the purpose of accounting and settlement the parties shall, if so required by the PARTY NO. 3 or found necessary, make all necessary entries and adjustments in their respective books of accounts in respect of their respective shares of the incomings and outgoings of and from the Project.

6.5. After fulfillment of this agreement or at such time as the parties mutually agree, the final accounts

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pertaining to the entire period of continuance of this agreement shall be made and finalized by the parties.

- 6.6. The accounts of the Project as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 45 days of such given date.

Any Extras of PLC, Fire & Electricity Backup Charges and other Deposits that may be taken from the Unit Purchasers shall be taken and utilized separately by the PARTY NO. 3 and the PARTY NO. 1 & PARTY NO. 2 shall have no concern therewith.

- 7.1. Unless prevented by force majeure and other reasons beyond its control, the PARTY NO. 3 shall within 42 months from the date of execution hereof, complete the Building Complex.

- 7.2. Force majeure shall mean general riot, war, lockdown, tempest, civil commotion, strike or any other acts of God, shortage of materials,

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litigations, changes in law and any other reason beyond the control of the PARTY NO. 3.

In the event the Building Complex is not completed within the said period stipulated above, the period shall be extended at least by 18 months and such further periods as the parties may mutually agree.

- 8.1. All the cost of purchasable FAR or compounding to be borne in proportionate share and deducted from the total sale realization. In case due to any reason the PARTY NO. 3 is able to construct additional areas on the Individual Buildings by way of additional stories thereon then before constructing the same the parties shall mutually decide the ratio of the parties in such additional space. Upon mutual finalization of the ratio, the PARTY NO. 3 shall be entitled to construct the same and to connect the same with the utilities such as water, lift, generator, electricity, drainage, sewerage etc., in the Building Complex and to Market the same and all other parties agree to cooperate with the PARTY NO. 3 fully and in all

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manner and sign and execute any plans, papers, or writings and do all acts deeds and things as may be required by and at the costs of the PARTY NO. 3.

- 9.1. If at any time hereafter it shall appear that any of the PARTY NO. 1 & PARTY NO. 2 hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder.
- 9.2. This agreement and contract shall not be cancelled by either party and the parties will refer to any disputes or differences between them to the Arbitration Tribunal as more fully provided hereinafter and accept and abide by the award made therein.
- 9.3. In case the PARTY NO. 1 & PARTY NO. 2 notify the PARTY NO. 3 in writing by giving 30 clear days

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notice, that it wants to be allocated with separate allocation and areas, or in case the parties by mutual consent agree to divide and allocate separate areas in the Building Complex, then the following allocations and terms and conditions shall apply:-

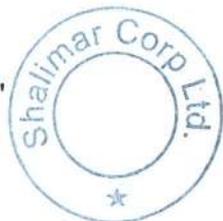
- (a) The PARTY NO. 1 would be allocated and be entitled to specific 6% & PART NO. 2 would be allocated and be entitled to specific 14% of the total super built-up area to comprise in Units and proportionate car parking spaces in the Building Complex and save the same in the Building Complex shall belong to the PARTY NO. 3.
- (b) The PARTY NO. 3 shall be deemed to have been appointed by the PARTY NO. 1 & PARTY NO. 2 as developer in respect of the construction of the PARTY NO. 1 & PARTY NO. 2 Area which together with 50% undivided share in the land of the said premises shall constitute the PARTY NO. 1 & PARTY NO. 2 allocation and all other properties benefits and rights of the PARTY NO. 1 & PARTY NO. 2 in the Building Complex belonging to or to

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which the PARTY NO. 1 & PARTY NO. 2 becomes or can claim any share right title or interest by virtue of its ownership of his share of the said premises shall be and be deemed to have belonged to the PARTY NO. 3 as the PARTY NO. 3 allocation;

- (c) After taking into account the total amounts until then paid by the PARTY NO. 3 to the PARTY NO. 1 & PARTY NO. 2 until then and the amounts actually if any actually received by the PARTY NO. 3 in respect of the Marketing of the PARTY NO. 1 & PARTY NO. 2 Area, if the PARTY NO. 3 is found to have paid less amount, the PARTY NO. 3 shall pay the deficit same to the PARTY NO. 1 & PARTY NO. 2 and if the PARTY NO. 3 is found to have paid more amount, the PARTY NO. 1 & PARTY NO. 2 shall reimburse the same to the PARTY NO. 3.

10.1. The PARTY NO. 1 & PARTY NO. 2 hereby declare and confirm that all acts deeds and things done by the PARTY NO. 3 shall be fully binding on the

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PARTY NO. 1 & PARTY NO. 2 and each of them and the same shall always be deemed to have been done by the PARTY NO. 3 for and on behalf of itself and the PARTY NO. 1 & PARTY NO. 2. The receipts or acknowledgements issued by the PARTY NO. 3 shall bind the PARTY NO. 1 & PARTY NO. 2 to the extent of its share of the amounts therein.

10.2. The PARTY NO. 1 & PARTY NO. 2 agree and covenant with the PARTY NO. 3 not to cause any interference or hindrance in the development and/or marketing of the Building Complex at the said property and not to do any act deed or thing whereby the rights of the PARTY NO. 3 hereunder may be affected or The PARTY NO. 3 is prevented from making or proceeding with the construction of the Building Complex or Marketing the same or doing and carrying out the other acts contemplated herein.

11.1. The parties shall upon completion of the Building Complex form an Association for the common purposes of management and maintenance of the

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*[Handwritten signature]*



*[Handwritten signature]*





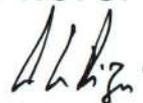
Building Complex and collection and disbursement of common expenses and till such time as the Association is formed the PARTY NO. 3 or its nominee shall be in charge for the Common Purposes.

11.2. All calculations pertaining to super built-up area and other areas shall be done on uniform principles by the PARTY NO. 3 in respect of the Units and other concerned areas of the Building Complex. The PARTY NO. 3 shall decide the exact nature of the Common Areas and Installations in the Building Complex and shall be entitled to add or alter the same from time to time and to identify and transfer exclusive areas in the Building Complex to the interest buyers and transferees thereof.

11.3. For all or any of the purposes mentioned herein, the PARTY NO. 1 & PARTY NO. 2 shall fully cooperate with the PARTY NO. 3 in all manner and sign execute submit and/or deliver all applications papers documents as may be required of by the PARTY NO. 3 from time to time at the cost and expenses of the PARTY NO. 3.

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11.4.It is further expressly clarified that notwithstanding any amalgamation, merger, de merger etc., of any of the parties, this agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.

11.5.The PARTY NO. 1 & PARTY NO. 2 do hereby also agree and permit the PARTY NO. 3 to obtain loans or finances in respect of construction of the Project and also to get the project at the said premises approved from Banks and/or the Financial Institutions to enable the persons interested in acquiring and owning Units, Parking Spaces, and other constructed areas or saleable spaces comprised in the Building Complex to take loans from any such Banks or Financial Institutions also will mortgage their share in land for obtaining such loans and also provide personal Guarantee if required.

12.1.The PARTY NO. 1 & PARTY NO. 2 shall simultaneously with the execution of these

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presents execute and/or register one or more Powers of Attorney in favor of the PARTY NO. 3 granting all necessary powers and authorities with regard to the purposes provided in this agreement or arising here from. If any further powers or authorities be required by the PARTY NO. 3 at any time for or relating to the purposes mentioned above, the First shall grant the same to the PARTY NO. 3 and/or its director/s.

12.2. While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the PARTY NO. 1 & PARTY NO. 2 in terms hereof, the PARTY NO. 3 shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the PARTY NO. 1 and/or go against the spirit of this agreement.

12.3. It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the PARTY NO. 1 & PARTY NO. 2 from complying with their obligations hereunder nor from compensating the PARTY NO. 3 against any loss or damage, if any, that may be suffered by the PARTY NO. 3 owing to delay or default in such compliance of their obligations.

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12.4. It is understood that to facilitate the construction and marketing of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the PARTY NO. 3 and for which the PARTY NO. 3 may need the authority of the PARTY NO. 1 & PARTY NO. 2 and various applications and other documents may be required to be signed or made by the PARTY NO. 1 & PARTY NO. 2 relating to which specific provisions may not have been mentioned herein. The PARTY NO. 1 & PARTY NO. 2 hereby undertake to do all such acts deeds matters and things as may be reasonably required by the PARTY NO. 3 to be done in the matter and the PARTY NO. 1 & PARTY NO. 2 shall execute any such additional Power of Attorney and/or authorization as may be reasonably required by the PARTY NO. 3 for the purpose and the PARTY NO. 1 & PARTY NO. 2 also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the PARTY NO. 3.

12.5. The said building Complex shall be known by the name "SHALIMAR WEST" and the names of the

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Al H. Z.





Individual Buildings shall be such as decided by all the Parties.

13.1. Each of the promises herein contained is the consideration of the other.

13.2. In case of any dispute difference or question arising between the parties under this agreement or with regard to the provisions of this agreement or interpretation of the terms and conditions or provisions herein contained or anything done in pursuance hereof, the same shall be referred to the arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made upon such arbitration shall be final and binding on the parties hereto. The Arbitrator/s shall be at liberty to proceed summarily and make interim awards.

13.3. Courts having territorial jurisdiction on the said premises or the High Court at Lucknow alone shall have the jurisdiction to entertain try and determine all actions suits proceedings arising out

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of these presents between the parties hereto (including the arbitration proceedings).

13.4. Any supplementary agreement if arrived at between the parties touching any aspect/subject matter of this agreement, shall always be reduced into writing and shall form the part of this agreement, irrespective of fact that such supplementary agreement is not registered.

13.5. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other mode of service available be deemed to have been served on the other party if sent by prepaid registered post with acknowledgment due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.

14. There is no transfer of land through this agreement. It is only an agreement for development of land. The subject matter of this deed is the land owned and possessed by Party

Limelite Tradecom Pvt. Ltd.  
  
Authorized Signatory







आवेदन सं०: 202200821048145

अनुबंध विलेख(सामान्य)

वही सं०: 1

रजिस्ट्रेशन सं०: 4907

वर्ष: 2022

प्रतिफल- 0 स्टाम्प शुल्क- 100 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 180 योग : 280

श्री शालीमार कार्प लि० द्वारा अधि० ह० सैय्यद अनवर महमूद रिज़वी द्वारा.

अनिरूद्ध कुमार निगम प्रमाणीकृत मुख्तार

पुत्र श्री स्व० एच पी निगम

व्यवसाय : नौकरी

निवासी: न्यू-62, पुरैया खेड़ा, लखनऊ-226017



श्री, शालीमार कार्प लि० द्वारा अधि० ह० सैय्यद अनवर महमूद रिज़वी द्वारा

अनिरूद्ध कुमार निगम प्रमाणीकृत मुख्तार

ने यह लेखपत्र इस कार्यालय में दिनांक

13/07/2022 एवं 02:12:19 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कामना सय

उप निबंधक :सदर तृतीय

लखनऊ

13/07/2022

दिनेश शंकर बाजपेयी

निबंधक लिपिक

13/07/2022

प्रिंट करें

No. 1 & 2 to the extent of their respective shares mentioned hereinabove.

15. That it is an agreement amongst the co-owners interse, covered under Article 5 (C) of Schedule I-B of Stamp Act which legal position is settled by Chief Controlling Revenue Authority in Case No. SA/2156/2019/Lko decided on 20.05.2020, the stamp duty of ₹ 100/- only is accordingly paid.

**SCHEDULE OF PROPERTY**

Freehold Land comprising of Khasra Nos. 182, 184, 202 & 203, situated at Islambari, Pargana, Tehsil and District Lucknow as per details given below :-

Khasra Numbers	Total Area in Sq. Mtr.
182	2590
184	2370
202	562
203	2660

**Boundaries of Khasra No. 182 :-**

EAST : Other properties of parties

WEST : Khasra No. 202

Limelite Tradecore

Authorized



आवेदन सं०: 202200821048145

बही सं०: 1

रजिस्ट्रेशन सं०: 4907

वर्ष: 2022

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

विक्रेता: 1

श्री लाइमलाइट ट्रेडकॉम प्रा०लि० के द्वारा  
विवेक पाण्डेय, पुत्र श्री आर एस पाण्डेय

निवासी: 80 सिल्वर एस्टेट बरेली

व्यवसाय: नौकरी

क्रेता: 1

*Handwritten signature*



श्री शालीमार कार्प लि० द्वारा अधि० ह० सैय्यद  
अनवर महमूद रिज़वी के द्वारा अनिरुद्ध  
कुमार निगम, पुत्र श्री स्व० एच पी निगम

निवासी: न्यू-62, पुरैया खेड़ा, लखनऊ-226017

व्यवसाय: नौकरी

क्रेता: 2

*Handwritten signature*



श्री गैलेंट इस्पात लि० के द्वारा संदीप कुमार  
श्रीवास्तव, पुत्र श्री रविंद्र नाथ श्रीवास्तव

निवासी: 302-ब्लॉक ई साई अपार्टमेंट, अनौरा,  
लखनऊ

व्यवसाय: नौकरी

*Handwritten signature*



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री मनीष कुमार, पुत्र श्री रमाकांत

निवासी: 10/3 डूडा कॉलोनी राजीव नगर  
खरिका लखनऊ

व्यवसाय: नौकरी

*Handwritten signature*



NORTH : Khasra No. 184  
SOUTH : 9 Meter Wide Road

**Boundaries of Khasra No. 184 :-**

EAST : Khasra No. 185  
WEST : Khasra No. 202  
NORTH : Khasra No. 186  
SOUTH : Khasra No. 184 (Part)

**Boundaries of Khasra No. 202 :-**

EAST : Khasra No. 184  
WEST : Khasra No. 204  
NORTH : Khasra No. 193  
SOUTH : Part of Khasra No. 202

**Boundaries of Khasra No. 203 :-**

EAST : Khasra No. 202  
WEST : Khasra No. 206  
NORTH : Khasra No. 204  
SOUTH : Road 9 meter wide

Limelite Tradecom Pvt. LTd.

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**पहचानकर्ता : 2**

श्री सौरभ कुमार राजवंशी, पुत्र श्री चंद्र भाल

निवासी: ई-5/121 आम्रपाली योजना दुबग्गा  
लखनऊ

व्यवसाय: नौकरी

*Saurabh*



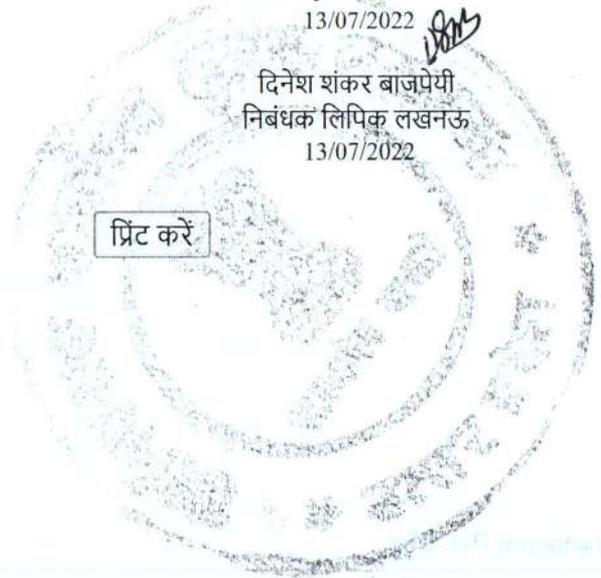
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

*कामना राय*  
उप निबंधक : सदर तृतीय  
लखनऊ  
13/07/2022

*दिनेश शंकर बाजपेयी*  
निबंधक लिपिक लखनऊ  
13/07/2022

प्रिंट करें



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on this Collaboration Agreement on the date month and year first written above.

WITNESSES :

*Manish*



1. (Manish Kumar)  
s/o Sri Ramakant  
r/o 10/3, Duda Colony,  
Rajeev Nagar,  
Khareeka, Telibagh,  
Lucknow.

Limelite Tradecon Pvt. LTd.

*[Signature]*

Authorized Signatory

For : LIMELITE TRADECOM PVT. LTD.  
(Party No. 1)

*Saurabh*



2. (Saurabh Kumar Rajvanshi)  
S/o Sri Chandra Bhal  
R/o E-5/121, Amrapali Yojna,  
Hardoi Road, Awas Vikas Colony,  
Dubagga, Kakori, Lucknow.

*[Signature]*

For : GALLANTT ISPAT LTD.  
(Party No. 2)

*[Signature]*

For : SHALIMAR CORP LTD.  
(PARTY NO\*3)

Drafted by:

*[Signature]*  
Advocate

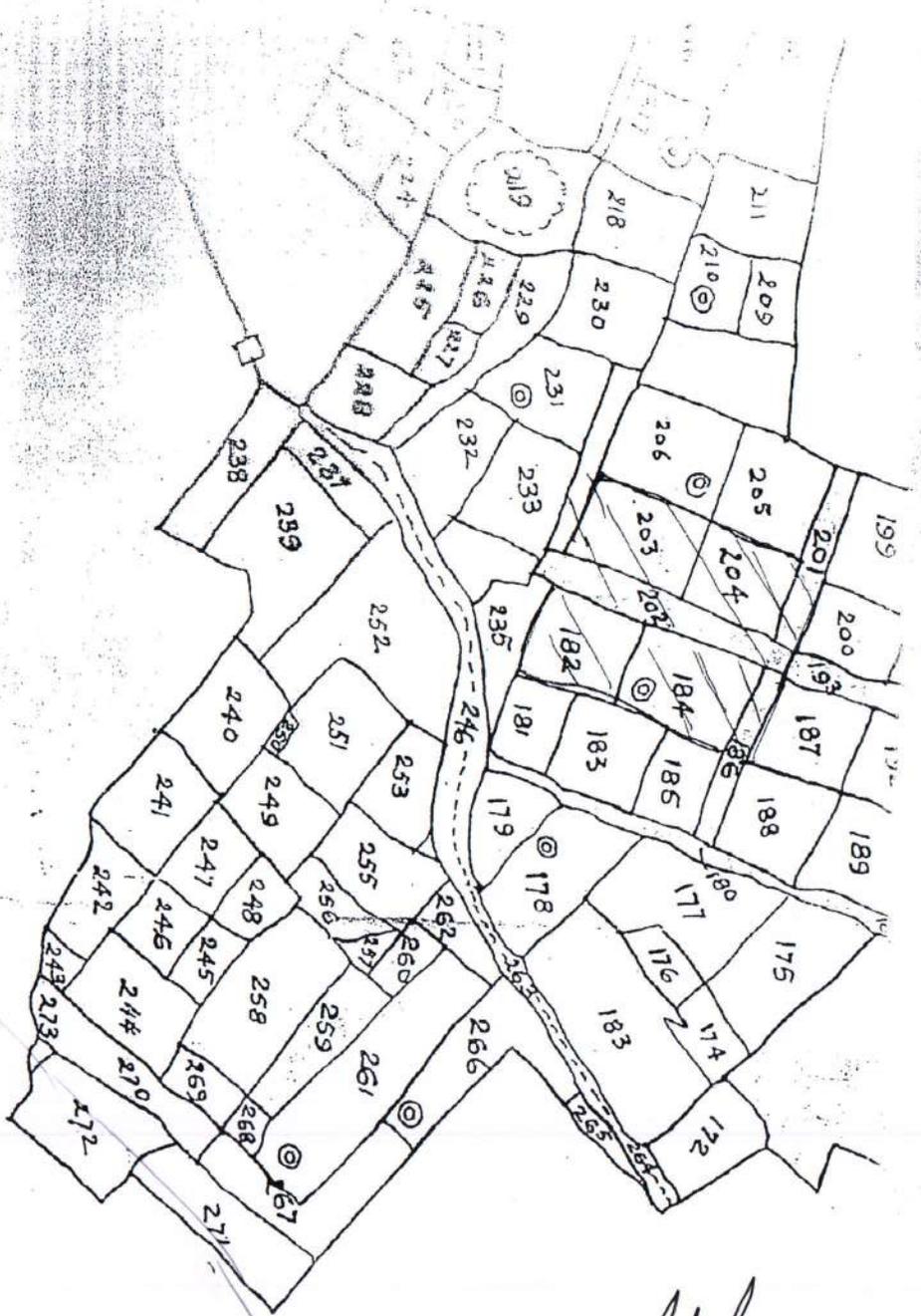
Civil Court, Lucknow  
Mob. No. 9452296917  
Regn No. 1320 of 1972

Typed by:

*[Signature]*  
(SHUBHAM MAURYA)  
Civil Court, Lucknow.



SHALIMAR  
PAPERS



*Alhai*



Limelite Tradecom Pvt. Ltd.

Authorized Signatory

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आवेदन सं०: 202200821048145

बही संख्या 1 जिल्द संख्या 14977 के पृष्ठ 127 से 202  
तक क्रमांक 4907 पर दिनांक 13/07/2022 को रजिस्ट्रीकृत  
किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



कामना राय

उप निबंधक : सदर तृतीय

लखनऊ

13/07/2022

