



INDIA NON JUDICIAL

Government of Uttar Pradesh

ARVIND GOEL  
A.C.C. Code:UP14000504  
Contact:+91 9818390870  
Tehsil Compound Ghaziabad

सत्यमेव जयते

RAKESH K.

SHARMA  
Advocate

e-Stamp

Reg. I o.-U.P.-5294/86  
Ch. No.-12, Tehsil Compound  
Ghaziabad, M.: 9811112539

Stamp certificate is valid only if base e-stamp certificate is attached.

Base Certificate No.	: IN-UP63276012977114U
Rectified Certificate No.	: IN-UP64361392754887U
Certificate Issued Date	: 08-Aug-2022 07:43 PM
Account Reference	: NEWIMPACC (SV)/ up14000504/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1400050420933173136492U
Purchased by	: UP TOWNSHIP INFRASTRUCTURE PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: LAND PARCELS SITUATED AT VILLAGE SIKANDERPUR AND PASONDA TEHSIL AND DISTRICT GHAZIABAD
Consideration Price (Rs.)	:
First Party	: SHRI RAMA KRISHNA SAHAKARI AWAS SAMITI LTD
Second Party	: UP TOWNSHIP INFRASTRUCTURE PVT LTD
Stamp Duty Paid By	: UP TOWNSHIP INFRASTRUCTURE PVT LTD
Stamp Duty Amount(Rs.)	: 2,53,75,000 (Two Crore Fifty Three Lakh Seventy Five Thousand only)



Stamp  
Ghaziabad

Please write or type below this line

कृते श्री रामा कृष्णा सहकारी आवास समिति लियो

*Aravind Kumar*  
अधिकृत हस्ताक्षर

कृते श्री रामा कृष्णा सहकारी आवास समिति लियो

*Aravind Kumar*  
अधिकृत हस्ताक्षर

For UP Township Infrastructure Pvt. Ltd.

*Aravind Kumar*  
Authorised Signatory

0002678679

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcis.in' 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.
- In case of any discrepancy please inform the Competent Authority.

3. 1. 1977

3. 1. 1977

3. 1. 1977



3. 1. 1977





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

**Certificate No.** : IN-UP63276012977114U  
**Certificate Issued Date** : 07-Aug-2022 07:05 PM  
**Account Reference** : NEWIMPACC (SV)/ up14000504/ GHAZIABAD/ UP-GZB  
**Unique Doc. Reference** : SUBIN-UPUP1400050418658025167609U  
**Purchased by** : UP TOWNSHIP INFRASTRUCTURE PVT LTD  
**Description of Document** : Article 23 Conveyance  
**Property Description** : LAND PARCELS SITUATED AT VILLAGE SIKANDERPUR AND PASONDA TEHSIL AND DISTRICT GHAZIABAD  
**Consideration Price (Rs.)** :  
**First Party** : SHRI RAMA KRISHNA SAHAKARI AWAS SAMITI LTD  
**Second Party** : UP TOWNSHIP INFRASTRUCTURE PVT LTD  
**Stamp Duty Paid By** : UP TOWNSHIP INFRASTRUCTURE PVT LTD  
**Stamp Duty Amount(Rs.)** : 2,53,75,000  
 (Two Crore Fifty Three Lakh Seventy Five Thousand only)

RECTIFIED CERTIFICATE ISSUED  
 AGAINST THIS CERTIFICATE



Please write or type below this line

कृते श्री रामा कृष्णा सहकारी आवास समिति लि

*Signature*  
 अधिकृत हस्ताक्षर

कृते श्री रामा कृष्णा सहकारी आवास समिति लि

*Signature*  
 अधिकृत हस्ताक्षर

For UP Township Infrastructure Pvt. Ltd.

*Signature*  
 Authorised Signatory

0002678613

Stamp Duty Paid

The authenticity of this Stamp Certificate should be verified at [www.shojan.com](http://www.shojan.com) or using e Stampin app of Stock Holding Corporation in the details on this Certificate and as available on the stock app / Mobile App renders it valid. The process of checking the authenticity is on the users of the certificate.





The Stamp Duty paid was adjudicated by Shri KRISHNA KUMAR MISHRA, Assistant Commissioner (Stamp) Ghaziabad vide Order No. 999 dated 06.08.2022 passed under Section 31 of Indian Stamp Act 1899.

## JOINT DEVELOPMENT AGREEMENT

Stamp Duty Paid Rs. 2,53,75,000/-

E-Stamp Certificate No. IN-UP63276012977114U Issued Date : 07.08.2022

E-Stamp Certificate No. IN-UP64361392754887U Issued Date : 08.08.2022

### Details of the Project Land

The land parcels situated at village Sikanderpur (20756.48 sq. mtr.) and Pasaunda (8154.02 sq. mtr.), Tehsil & District Ghaziabad, Uttar Pradesh having a total area admeasuring 28910.5 square meter.

Pocket-1A: 21258.32 square meter

Pocket-2: 7652.18 square meter

The Govt. circle rate of village Sikanderpur is Rs. 10,000/- per sq. mtr., and in village pasaunda Rs. 19,000/- per sq. mtr.

The Govt. Value of the above said land admeasuring 28910.5 square meter in village Sikanderpur (20756.48 sq. mtr.) and Pasaunda (8154.02 sq. mtr.) is Rs. 36,24,91,180/- (Rupees Thirty Six Crore Twenty Four Lakh Ninety One Thousand One Hundred Eighty Only).

This Joint Development Agreement ("Agreement") is executed at Ghaziabad on this 17<sup>th</sup> day of August, 2022.

### **BY AND BETWEEN**

**SHRI RAMA KRISHNA SAHAKARI AWAS SAMITI LIMITED**, a society registered under the Uttar Pradesh Co-operative Societies Act, 1995 having registration number 1982 dated 07.09.1994 having office at 67, Navyug Market, Ghaziabad Uttar Pradesh, represented by its (a) authorised signatory **Mr. VIPIN KUMAR MITTAL**, son of Mr. Prahlad Saran, residing at 63, Chah Dibba, Pilkhua Dehat, Pilkhuwa Post Office, Ghaziabad, and having PAN AMPPM3862M; and (b) authorised signatory **Mr. SAPAN MOHAN GUPTA**, son of Mr. Jagmohan Gupta, residing at 1883, Kucha Chalan, Khari Baoli, Delhi -, and having PAN AAEPG8025H, duly authorised vide the resolution dated October 26, 2021 passed by its members (hereinafter referred to as the "**Society**", which expression shall mean and include each of its respective successors, successors-in-interest and permitted assigns) of the **ONE PART**;

### **AND**

**UP TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and validly existing under the provisions of Companies Act, 2013, having its registered office at Office No-F-101, First Floor, Plot no 2/3 Ashish Commercial Complex, LSC, New Rajdhani Enclave Delhi - 110092 and bearing corporate identification number U45200DL2013PTC250025 (hereinafter referred to as the "**Developer**" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors, liquidators and permitted assigns), represented by its authorized signatory, Ms. Veenu Singhal W/o Sh. Vineet Singhal R/o K-102, Gaur Sportswood, Platinum Towers, Sports City, SC-01/E1, Sector-79, Noida, Gautambudh Nagar authorized vide the resolution dated passed by its board of directors in the board meeting held on August 01, 2022, of the **OTHER PART**.

श्री रामा कृष्णा सहकारी आवास समिति लि०  
अधिकृत हस्ताक्षर

श्री रामा कृष्णा सहकारी आवास समिति लि०  
अधिकृत हस्ताक्षर

For UP Township Infrastructure Pvt. Ltd.  
अधिकृत हस्ताक्षर  
Authorised Signatory

आवेदन सं०: 202200739120703

## अनुबंध विलेख(सामान्य)

बही सं०: 1

रजिस्ट्रेशन सं०: 6876

वर्ष: 2022

प्रतिफल- 362491180 स्टाम्प शुल्क- 25375000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 3625000 प्रतिलिपिकरण शुल्क - 160 योग : 3625160

श्रीमती यु पी टाउनशिप इन्फ्रास्ट्रक्चर प्राइवेट लिमिटेड द्वारा  
वीनू सिंघल अधिकृत पदाधिकारी/ प्रतिनिधि,  
पत्नी श्री विनीत सिंघल  
व्यवसाय : अन्य  
निवासी: B-101 गार्डनिया ग्रेस सेक्टर-6 E-61A गौतम बुद्ध नगर



श्रीमती, यु पी टाउनशिप इन्फ्रास्ट्रक्चर प्राइवेट लिमिटेड  
द्वारा  
ने यह लेखपत्र इस कार्यालय में दिनांक 17/08/2022 एवं  
04:48:21 PM बजे  
निबंधन हेतु पेश किया।

वीनू सिंघल अधिकृत पदाधिकारी/  
प्रतिनिधि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*(Signature)*  
सुरेश चंद्र मोर्य  
उप निबंधक : सदर तृतीय  
गाजियाबाद  
17/08/2022  
*(Signature)*  
निबंधक लिपिक  
17/08/2022

प्रिंट करे



The “Society” and the “Developer” are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

**WHEREAS:**

- A. The Society has represented to the Developer that it is the sole and absolute owner of an area admeasuring approximately 28,910.5 square meter out of the land parcels situated at village Sikanderpur and Pasaunda, District Ghaziabad, Uttar Pradesh, as described in the **Schedule I** hereunder the exact area along with site plan shown in red colour in the map annexed as **Annexure-A** (hereinafter referred to as the “**Project Land**”).
- B. The Developer is engaged in the business of real estate development and owns and possesses, directly and through its affiliates, several real estate assets all over India.
- C. The Society, through a competitive selection process, has selected the Developer with an intention to develop the Project (as defined below) upon the Project Land.
- D. Now, pursuant to the negotiations by and between the Parties are desirous to enter into an agreement, which shall set forth their respective rights and obligations, and accordingly the Parties have agreed to enter into this Agreement, setting forth the respective rights and obligations of the Parties on the terms and conditions as recorded herein.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the sufficiency whereof is hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows: -

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In addition to the terms defined in the introduction to this Agreement and other parts of this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings set forth below:

- 1.1.1 “**Applicable Law(s)**” shall mean all statutes, enactments, acts of legislature or parliament (including Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) and the provisions of PMAY), ordinances, laws, rules, bye-laws, building bye-laws regulations, notifications, guidelines, directives and orders of any state government, statutory, municipal or regulatory authority (including those issued by the Housing Development Board), tribunal, board, court including approvals, guidelines, requirement or other governmental restriction and, whether in effect as of the date of this Agreement or thereafter;
- 1.1.2 “**Approval(s)**” shall mean any and all approvals, authorizations, licenses, permissions, registrations, consents, no objection certificates for the development and construction of the Project on the Project Land including without limitation conversion, letter of intent and license, if any, Master Plan, layout and sanction plan approval including (a) approval from the planning authorities, (b) approval for the demarcation on the Society Lands, and (c) approval for the

आवेदन सं०: 202200739120703

बही सं०: 1

रजिस्ट्रेशन सं०: 6876

वर्ष: 2022

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

विक्रेता: 1

श्री श्री रामा कृष्णा सहकारी आवास समिति लिमिटेड के द्वारा  
विपिन कुमार मित्तल, पुत्र श्री श्री प्रहलाद शरण

निवासी: 63 पिलखुआ देहात गाज़ियाबाद

व्यवसाय: अन्य

विक्रेता: 2

श्री श्री रामा कृष्णा सहकारी आवास समिति लिमिटेड के द्वारा  
सपन मोहन गुप्ता, पुत्र श्री जगमोहन गुप्ता

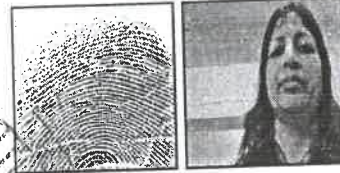
निवासी: 1883 कूचा चालन खाड़ी बावली दिल्ली

व्यवसाय: अन्य

क्रेता: 1

श्रीमती यु पी टाउनशिप इन्फ्रास्ट्रक्चर प्राइवेट लिमिटेड के द्वारा  
वीनू सिंघल, पत्नी श्री विनीत सिंघलनिवासी: B-101 गार्डनिया ग्रेस सेक्टर-61 E-61A गौतम बुद्ध  
नगर

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया / जिनकी पहचान

पहचानकर्ता: 1

श्री रोशन लाल, पुत्र श्री अशोक कुमार

निवासी: 466A कमला कवाटर गाज़ियाबाद

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री हिमांशु, पुत्र श्री सतीश

निवासी: 95 कमला कवाटर गाज़ियाबाद

व्यवसाय: अन्य



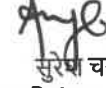


zoning of the Society Lands, environmental clearances, approval of the Airports Authority of India or other authority for height of buildings/ structures, development clearances and construction permits, permission for utilities and other Infrastructure Facilities like roads, water supply facilities, electricity supply lines and equipment, drainage facilities, sewage disposal facilities, clearance from the public works department, clearance from fire department, occupancy certificates and/or completion certificates and all other approvals and/or permissions from any other statutory or Governmental Authorities whether State or Central, required for the purposes of construction, development, management, operation, leasing and disposal of the Project, to be obtained at the cost of the Developer;

- 1.1.3 **“Common Areas and Facilities”** shall mean the access roads, common areas and portions of the Project Land as also the common facilities and Infrastructure Facilities, which may be made available by the Developer for the common use and enjoyment of the users/occupiers of the Unit(s) in the Project to access and/or facilitate the use and enjoyment of the Unit(s), each as determined by the Developer in consultation with the Society and in accordance with the Approval(s) and the Applicable Laws and the conditions imposed by the Housing Development Board at the time of allotment of the Society Lands or any Governmental Authorities from time to time;
- 1.1.4 **“Completion Date”** for the Project / phase of the Project shall mean the completion date, including the Deemed Completion Date, on which the Developer completes the construction and/or development of the Project / phase of the Project (together with the Common Area and Infrastructure Facilities / the respective infrastructure of such phase and obtains the Completion Certificate (“CC”)/deemed CC/partial CC and/or Occupation Certificate (“OC”)/deemed OC/partial OC under Applicable Law of the Project / phase of the Project and also hand over the possession in such completed Project / phase of the Project;
- 1.1.5 **“Consideration”** shall have the meaning ascribed to the term in Clause 3.1 of this Agreement;
- 1.1.6 **“Development Rights”** shall mean and include uninterrupted, exclusive, full and free rights and entitlements to carry out the development and construction in respect to the Project on the Project Land in such manner as may be deemed fit by the Developer and as stated in this Agreement, subject to compliance with Applicable Laws and the conditions imposed by the Housing Development Board at the time of allotment of the Society Lands;
- 1.1.7 **“Effective Date”** shall mean the date of execution of this Agreement;
- 1.1.8 **“Encumbrances”** shall mean any mortgage, equitable interest, assignment by way of security, conditional sales contract, right of other persons, any right created under any agreement to sell, claim, security interest, encumbrance, title retention agreement, interest, option, charge, commitment, including restriction on transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any agreement, whether conditional or otherwise, to create any of the same;
- 1.1.9 **“Adjustment Deed”** shall mean an adjustment deed dated July 28, 2022 executed between the Society and the Uttar Pradesh Housing and Development Board (**“Housing Development Board”**), where under the Housing Development Board had transferred the ownership of the Society Lands to the Society after adjustment;
- 1.1.10 **“Governmental Authorities”** shall mean: (a) any national, state, city, municipal or local government, governmental authority; (b) any agency or instrumentality of any of the authorities

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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



सुरेण चन्द्र मौर्य

उप निबंधक : सदर तृतीय

गाजियाबाद

17/08/2022



निबंधक लिपिक गाजियाबाद

17/08/2022

प्रिंट करें



referred to in (a) above; (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of law; or (d) any competent court or tribunal;

1.1.11 “**Infrastructure Facilities**” shall mean:

- (a) water supply arrangement;
- (b) sewage disposal;
- (c) necessary provision for treatment including sewage treatment plant;
- (d) solid waste management and its disposal;
- (e) storm water drainage including rain water harvesting system;
- (f) roads including footpaths and fixtures;
- (g) widening of existing village roads;
- (h) rehabilitation and upgradation of adjoining village / area;
- (i) construction of overhead and underground water tanks;
- (j) external fire safety arrangements;
- (k) beautification work of the Project;
- (l) entrance gates, development of landscapes / parks / open space / green belts and road side greens, security arrangements, boundary walls and any other work required by relevant regulatory authorities and/ or other Governmental Authority;
- (m) street lighting; and
- (n) grid substation and distribution substations (as maybe prescribed or required by the relevant governmental approvals and Governmental Authorities), feeding arrangement of grid substation, up-gradation / augmentation of feeding substation, electrical distribution network, cable trenches, electrical transformers and electrical switchgears, electrical panels / feeder pillars, temporary electrical lines and other required electrical infrastructure to be created in compliance to the conditions of Approvals of the electrification plan and for providing electrical connection which includes energy meter, service cables, advance consumption deposit and any other cost to be deposited with electrical authorities, as may be provided by the Developer to the extent required to be made available by the Developer under this Agreement, Applicable Laws and as per the Master Plan;

1.1.12 “**Master Plan**” shall mean the master plan as approved by the competent authority vide letter dated 28/04/22 and 05/05/22 of the Society Lands including the Project Land and shall include any modifications, alterations, amendments, additions or deletions as may be done thereto by the Developer from time to time and as approved by the concerned Governmental Authorities under PMAY;

1.1.13 “**Power of Attorney**” shall have the meaning ascribed to the term in **Clause 9** of this Agreement;

1.1.14 “**Project**” shall mean the development proposed to be carried out by the Developer on the Project Land by way of development of the Unit(s) and/or such other components as may be determined by the Developer at its sole and absolute discretion and more fully and particularly demarcated and delineated in the map annexed herewith as **Annexure A**, the proportion and/or area of each such component, manner of and phases of construction to be determined by the Developer, including but not limited to the construction and development of all requisites/components of the Project together with development of all Common Areas and Facilities, in accordance with the Master Plan and other Approvals, from time to time;

1.1.15 “**Project Land**” shall have the meaning ascribed to the term in Recital A;





- 1.1.16 **"PMAY"** shall mean the Pradhan Mantri Awas Yojana, a flagship Mission of Government of India being implemented by Ministry of Housing and Urban Affairs (MoHUA), as may be amended or revised from time to time;
- 1.1.17 **"Society Lands"** shall mean the land parcels vested onto the Society vide the Adjustment Deed
- 1.1.18 **"Title Deeds"** shall mean all the legal deeds, documents and writings constituting evidence of right, title, interest and ownership of the Society upon the Society Lands;
- 1.1.19 **"Unit(s)"** shall mean residential plot(s), apartments, shops, offices, retail and/or commercial Unit(s) and/or any other saleable space capable of independent use and occupation to be developed and/or constructed by the Developer on the Project Land in terms of this Agreement and may include car parking space (both covered or uncovered) along with all internal and external services, amenities, and Common Areas and Facilities; and
- 1.1.20 **"Working Day"** shall mean any day (except Sunday) on which banks are open for business in Ghaziabad, Uttar Pradesh.

## 1.2 Interpretation

In this Agreement, (unless repugnant or contrary to the context hereof):

- (a) Reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders;
- (b) Reference to any person includes any legal or natural person, partnership, firm, trust, company, government or local authority, department or other body (whether incorporated or unincorporated);
- (c) Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- (d) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- (e) Headings, bold typeface, titles and index are only for convenience and shall be ignored for the purpose of interpretation;
- (f) If any provision in Clause 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- (g) Reference to any Clause or schedule shall be deemed to be a reference to any Clause or schedule of or to this Agreement;
- (h) Recitals and Annexures and Schedules mentioned in this Agreement shall form an integral part of this Agreement and shall be deemed to be reproduced herein and shall be read in conjunction for construction or interpretation of the provisions contained hereinbelow including without limitation the operative provisions of this Agreement. All annexures and schedules have been prepared by the Developer which has been accepted by the Society;
- (i) When any number of days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Working Day, in which case the last day shall be the next succeeding day which is a Working Day;





- (j) Any obligation, warranty, representation or undertaking in this Agreement that is expressed to be made, undertaken or given by the President and the Secretary of the Society shall be deemed mutatis mutandis to be made, undertaken and given by the Society;
- (k) Notwithstanding anything to the contrary, any time limits specified in any provision of this Agreement, within which any Party is required to perform any obligations or complete any activity, shall be extended by such period, as may be required to comply with any requirement of Applicable Law, provided that, the Party that is required to comply with such Applicable Law shall act in good faith and take all necessary steps to ensure compliance with such Applicable Law within the minimum time possible;
- (l) Reference to any document shall mean all amendments and modifications thereto, from time to time; and
- (m) This Agreement is a joint draft product of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

## 2. DEVELOPMENT RIGHTS

- 2.1 **Grant of Development Rights:** Subject to the terms and conditions contained in this Agreement, the Society hereby exclusively grants and transfers to the Developer and the Developer hereby acquires from the Society, all the Development Rights in respect of development of the Project on the Project Land as per the Master Plan.
- 2.2 Pursuant to the exclusive Development Rights granted hereunder, the Developer shall develop and construct the Project on the Project Land as per its own discretion, however, in accordance with the terms of this Agreement and the conditions imposed by the Housing Development Board at the time of allotment of the Society Lands and the Applicable Laws.
- 2.3 It is further clarified that in terms of the aforesaid Development Rights, the Developer shall, subject to the compliance of the conditions mentioned in this Agreement and as per Applicable Laws, be entitled to the sole and exclusive right and interest to develop, construct, market and sell the Units in the Project in the manner as may be decided by the Developer, for which purpose the Society shall execute and register the Power of Attorney as per Applicable Law in favour of the Developer simultaneously with the registration of this Agreement, in the manner set out hereinafter.
- 2.4 The Parties agree and acknowledge that on the registration of this Agreement, the Society shall hand over vacant, physical and peaceful possession of the Project Land (along with all superstructures and appurtenances thereto) to the Developer for construction and development of the Project only. Simultaneously thereto, the Society shall also handover the possession of the land earmarked for the Society Plots and the EWS Units for enabling the Developer to comply with the obligations assigned to it under the purview of Other Consideration (as discussed in Clause 3.1.2 below) in terms of this Agreement.
- 2.5 The Parties agree and acknowledge that the permission so granted by the Society to the Developer to enter upon the Society Lands for undertaking the development of the Project and for carrying out the other activities is in pursuance of the terms of this Agreement.

## 3. CONSIDERATION FOR THE GRANT OF DEVELOPMENT RIGHTS



- 3.1 The Parties have agreed and settled that the Society shall be paid and compensated for granting/assigning the Development Rights of the Project Land in favour of the Developer, in the form and manner specified herein below, (hereinafter collectively referred to as the “Consideration”):

**3.1.1 Cash Consideration**

- 3.1.1.1 The Society shall be entitled to a sum of **INR 8,50,00,000/-** (Indian Rupees Eight Crores and Fifty Lakhs only) (hereinafter referred to as “Cash Consideration”), which shall be paid by the Developer to the Society simultaneously with the execution of this Agreement, receipt of which shall be separately accepted and acknowledged by the Society. Out of the Cash Consideration, the amount of Rs 5,25,00,000/- (Rupee Five Crores Twenty Five Lakh only) has already been paid and acknowledged by the Society. The details of balance payment are as follows:

Date of payment	RTGS /Chq details	Amount (Rs)
28/01/2020	00498	1,00,00,000/-
20/06/2022	ICICR22022062000005113	4,25,00,000/-
17/08/2022	00130 TDS	2,40,00000/- 85,00,000/-

- 3.1.1.2 It has been agreed and confirmed between the Parties that the Cash Consideration shall be utilized by the Society as per the bye laws of the Society.

**3.1.2 Other Consideration**

- 3.1.2.1 The Developer shall provide the services as may be agreed between the Parties and as may be required by the Society for the purposes of plotting of 170 residential plots (“Society Plots”), which shall be handed over to the Society for the benefit of its members, on such portion of the lands forming part of the Society Lands as more particularly highlighted in the map annexed in **Annexure - B** admeasuring approximately 140 (one hundred and forty) square yards each, alongwith the proportionate Common Areas and Facilities as per terms of this Agreement, Approvals and Applicable Laws, at its own cost and expense. In this respect it has been agreed between the Parties that:

- a. the Developer is only responsible to carry out such necessary activities as may be agreed between the Parties and as may be required by the Society for the purposes of plotting of such Society Plots and handover the Society Plots to the Society as a part of the Consideration which is to be paid by the Developer to the Society for the grant of Development Rights with respect to the Project Land. The Society Plots shall not be construed to form part of the Project at any time and the

कृते श्री रामा कृष्णा सहकारी आवास समिति लि०  
अधिकृत हस्ताक्षर

7  
कृते श्री रामा कृष्णा सहकारी आवास समिति लि०  
अधिकृत हस्ताक्षर

For UP Township Infrastructure Pvt. Ltd.  
Authorised Signatory



*Rakesh*  
RAKESH KUMAR

Reg. No. U.P.-5294/86  
Ch. No.-12, Tehsil Compound  
Ghaziabad, M.: 981112539



*Rakesh*  
RAKESH KUMAR

Reg. No. U.P.-5294/86  
Ch. No.-12, Tehsil Compound  
Ghaziabad, M.: 981112539



*Rakesh*  
RAKESH KUMAR

Reg. No. U.P.-5294/86  
Ch. No.-12, Tehsil Compound  
Ghaziabad, M.: 981112539



Facilities as per terms of this Agreement, Approvals and Applicable Laws, at its own cost and expense. In this respect it has been agreed between the Parties that:

- a. the Developer is only responsible to carry out such necessary activities as may be agreed between the Parties and as may be required by the Society for the purposes of plotting of such Society Plots and handover the Society Plots to the Society as a part of the Consideration which is to be paid by the Developer to the Society for the grant of Development Rights with respect to the Project Land. The Society Plots shall not be construed to form part of the Project at any time and the Developer shall not have any right and interest (including any Development Rights) with respect to such Society Plots. The Society shall have an exclusive and absolute right to deal with the Society Plots as per its bye laws;
  - b. the Developer shall obtain all necessary Approvals for the plotting of the Society Plots and upon successful plotting of the Society Plots, it shall deliver the possession of the said Society Plots to the Society within 12 (twelve) months from the date of approval of the sanction plans of such Society Plots along with Common Area and Facilities. The Society Plots shall be deemed to be handed over only upon written intimation by the Developer to the Society for occurrence of the Completion Date. However, the Developer shall remain solely liable to obtain the OC/CC for the Society Plots in the manner and timelines prescribed under the Applicable Laws. For ample clarity, it is being acknowledged and confirmed herein by the Parties that the Developer shall not be responsible for the construction of the individual dwelling units/floors on the Society Plots and the same shall be the responsibility of the Society / member(s) of the Society to whom such Society Plots have been / shall be allotted by the Society;
- 3.1.2.2 all the cost and expense to be incurred by the Developer towards preparing the Society Plots and handing over the same to the Society in terms of this Agreement, including but not limited to cost of services and activities rendered by the Developer, Approvals, etc. shall be the sole responsibility of the Developer to the complete exclusion of the Society; and
- c. simultaneously with the execution of this Agreement, the Developer shall be granted possession of the land (forming part of the Society Lands) earmarked for the Society Plots only for the limited purpose of plotting of the Society Plots in the manner as provided hereunder.
- 3.1.2.3 In addition to the Society Plots, the Developer shall also render construction services with respect to the Unit(s), which shall be allotted to the persons eligible in terms of the PMAY, which are





more clearly demarcated and delineated in the map Annexed herewith as Annexure A ("EWS Units"). In this respect it has been agreed between the Parties that:

- a. the Developer is only responsible to carry out such necessary activities as per the provisions of PMAY and the Applicable Laws; and
- b. it is agreed between the Parties that all the revenues including the subsidy or otherwise on account of the EWS Units shall belong to the Developer and in case the Society, whether directly or indirectly, receives any consideration/subsidy with respect to the EWS Units, then such consideration/subsidy shall be deemed to be received by the Society for and on behalf of the Developer and same shall be transferred by the Society to the Developer. All the statutory or other liabilities like taxes/cess / dues etc. pursuant to the construction and sales of the EWS Units shall be the responsibility of the Developer.

#### 4. **TITLE DEEDS**

The Developer shall be entitled to inspect the Title Deeds as and when required. Upon the Developer availing any funding for the Project in terms of this Agreement, the Society shall release the Title Deeds in favour of the prospective lender/ its trustee. However the charge created shall be restricted to the extent of the Project Land.

#### 5. **OBLIGATIONS OF THE SOCIETY**

The Society agrees, confirms, undertakes and covenants that it shall –

- 5.1 establish, ensure and maintain free, clear and marketable title to the Society Lands, free from all Encumbrances, mortgages, liens or third-party rights for the Society Lands so as not to, in any manner, impair the development of the Project and the Approvals granted for the same. It is however clarified that the Society Lands/ Project Land shall be subject to the conditions imposed by the Housing Development Board and the Applicable Laws and the Developer shall always abide by the same;
- 5.2 pay any outgoings due to the Housing Development Board or any other Governmental Authority towards securing the title of the Society on the Society Lands;
- 5.3 ensure that the access to and legal and physical control of the Developer over/in respect of the Project Land and/or the Society Lands or any part thereof, to the extent and in the manner as permitted in terms of this Agreement, shall not be hindered or impeded or obstructed in any manner whatsoever;
- 5.4 immediately inform the Developer of any notice modifying, varying, suspending any rights pertaining to any part or portion of the Project Land and/or the Society Lands, received by the Society;
- 5.5 fully co-operate with the Developer and provide necessary assistance, including signing any documents/applications or appearing before any government/statutory authority, as may be required by the Developer in relation to obtaining any Approval(s) pertaining to the Project/Society Plots/EWS Units/Society Lands. Further, the Society



shall fully comply with all terms and conditions as may be required to be complied with under any Approval(s) pertaining to the Project/Society Plots/EWS Units/Society Lands and, subject to the terms of this Agreement, shall also cooperate with the Developer in obtaining financing for the Project;

- 5.6 do all such acts, deeds and things for due adherence of each of its obligations, including by way of executing necessary documents, registering or filing any documents, and producing the same before necessary authorities, wherever so required by Applicable Law including RERA;
- 5.7 ensure that the members of the Society shall not cause any obstruction or interference or impediment in the construction and development of the Project and/or in the exercise of the Development Rights by the Developer in terms of this Agreement and/or in carrying out the necessary activities as may be required for the purposes of the Other Consideration;
- 5.8 not take any step which would endanger the safety and security of the men and materials on the Project or part thereof as required under Applicable Law and shall take adequate measures and steps in this regard;
- 5.9 notify the Developer in writing, promptly, if it becomes aware of any fact, matter or circumstance (whether existing on or before the Effective Date or arising afterwards) which would cause any of the representations or warranties given by it herein, to become untrue or inaccurate or misleading, at any point of time;
- 5.10 shall not modify and/or amend the bye-laws of society which have any adverse effect on the rights of the Developer, under this agreement, till the currency of this Agreement without the prior written approval of the Developer; PROVIDED that no such approval is required if any such change is needed to be carried out in the byelaws of society pursuant to applicable laws.
- 5.11 take necessary measures to amend its bye-laws as may be required, under Applicable Law and cooperate with the Developer in providing any assistance as may be required for obtaining any permission/approval from the concerned Registrar of Societies, for the purpose of the transaction contemplated under this Agreement;
- 5.12 ensure that all constructions on the Project Land, shall be beneficially owned by and remain in possession of the Developer, who shall exclusively be entitled to deal with the same in any manner whatsoever at its sole and absolute discretion, subject to the terms of this Agreement;
- 5.13 fully cooperate with the Developer, at its own cost and effort, for filing, prosecuting or defending any legal proceedings relating to the title of the Society in the Society Lands save and except any legal proceeding or any action by the Governmental Authority on account of any action / inaction of the Developer;
- 5.14 ensure that after the Developer has made the payment of the entire Cash Consideration to the Society and has satisfactorily performed the obligations specified under the Other Consideration, in terms of this Agreement, Approvals and the Applicable Laws and, the Developer shall stand fully discharged from any obligations towards the Society,





and the Society shall not raise any stake or claim over the Project or any part of the Project, for any reason whatsoever;

- 5.15 provide all possible assistance to enable the Developer to create mortgage or charge or Encumbrance, in any manner whatsoever, over its rights/ entitlements/ interest in the Project/ Project Land including the built-up superstructure on the Project Land and, subject to Applicable Law, charge/hypothecation over the entire receivables of the Project for the purposes of obtaining lending/ financing/ guarantees for development and construction of the Project or for any payment of license fees/ charges or any other statutory or government levies for development/ construction on the Project Land or for anything pertaining to development/ construction of the Project. However, the Society or its members shall not be liable to provide any guarantee or be liable for any such funding in any manner whatsoever and the entire obligation to repay any loan / funding along with interest and penalty shall be that of the Developer alone.
- 5.16 Shall invite a nominee of the Developer to attend the general body meetings of the Society. The Society agrees and undertakes that it shall not pass any resolution in its general body meeting which may contradict and/or hinder the performance of this Agreement.

## 6. RIGHTS AND OBLIGATIONS OF THE DEVELOPER

The Developer, subject to the terms of this Agreement, at its own cost and expense, shall:

- 6.1 undertake the construction and development of the Project in accordance with terms and conditions of Applicable Laws, and the conditions imposed by the Housing Development Board at the time of allotment of the Project Land and bear all the expenses for the construction and development of the of the Project and towards the performance of the services specified, viz., external development charges (EDC), internal development charges (IDC), obtaining licenses, if any, electricity connection, water connection, Infrastructure Facilities and any related payments to be made to any Governmental Authority, and the Society shall not bear such development charges. However, the Developer shall not be responsible to arrange and maintain the electricity, water and sewerage facilities within the Society Plots, and shall not be responsible for any expenses payable towards the electricity, water and sewerage facilities, post handing over of the Society Plots to the Society; Further, the EDC, IDC, Ganga Water and Metro cess alongwith GST has already been paid by the Developer and same is already been acknowledged by the Society.
- 6.2 make timely payment of the Cash Consideration to the Society in the manner stipulated herein and perform all its obligations as contemplated in terms of the Other Consideration;
- 6.3 be responsible to pay at all times, all municipal and local taxes, labour cess, rates, charges, cesses, levies, including the Ganga Water Tax Metro Cess, if any, and other outgoings whatsoever, concerning the Project Land, payable to a Governmental Authority, which are liable to be paid under any Applicable Law or any Approval or in relation to the construction/development of the Project on the Project Land. It is however clarified that, if any taxes are required to be paid with respect to the Society Plots and the EWS Units, the same shall be paid by the Society and/or members of the Society and/or the occupants of the EWS Units, as the case may be, directly to such Governmental Authority;



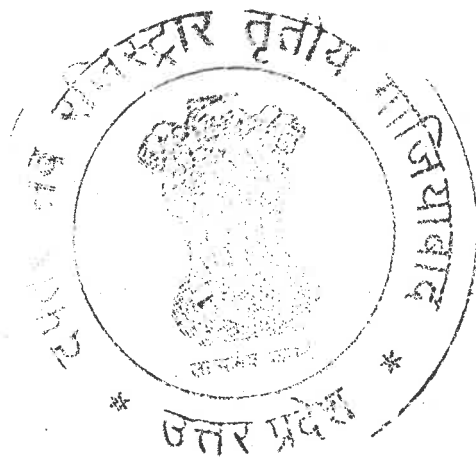
- 6.4 take all such steps as may be required for the timely execution, promotion, development and implementation of the Project including finalization and submission of building plans/Master Plan, financing arrangement/sourcing of finances, finalizing the designs, developing and executing the sales and marketing plan, pricing, phasing and constructing the Unit(s) and shall take all decisions in conformity with the terms of this Agreement, approved Master Plan;
- 6.5 be responsible for the overall development of the Project, including, wherever required, making ready all application(s)/forms and attaching all documents required for such sanctions/amendment etc. at its own cost and obtain all the necessary permissions, Approvals and/or clearances of any nature in relation to development of the Project or any part or portion thereof. All filings of all applications and forms required to be submitted to Governmental Authorities under the Applicable Law in order to obtain the permissions for development of the Project, all Approvals, mandatory licenses, sanctions from the concerned Governmental Authorities, etc., and submission of building plans/ Master Plan thereof shall be made by the Developer, acting on behalf of the Society pursuant to the Power of Attorney;
- 6.6 remain responsible and shall ensure the due compliance with all Applicable Law/ statutory requirements, whether local or state or central, in respect of the construction and development of the Project;
- 6.7 incur to the extent applicable, all costs, charges and expenses towards the Project including but not limited to construction, erection, development, marketing and sales etc., of the Project, fees payable to the architects, contractors, builders, surveyors and consultants;
- 6.8 to undertake and assume the responsibility and obligation in relation to the completion of the EWS Units at its own costs and expenses, as per the timelines prescribed in this Agreement and/or Approvals including the PMAY. The EWS Units shall be deemed to be handed over on the occurrence of the Completion Date of the Project;
- a
- 6.9 incur all costs, charges and expenses towards the construction and development of the Project on the Project Land and the completion of the Society Plots and EWS Units alongwith related Common Area and Facilities) and make payment of fees payable to the architects, contractors, builders, surveyors and consultants in relation to the same;
- 6.10 obtain and maintain the Approvals for the construction and development of the Project along with related Common Area and Facilities at its own cost;
- 6.11 on and from the date of execution hereof, make and ensure proper provision for safety and security of the Society Lands, men and materials on the Society Lands in accordance with the provisions of the Applicable Law and take adequate measures and steps in this regard. The Developer will comply with all the Applicable Law in relation to the Project including but not limited to labour laws, safety laws, taxation laws, and other laws relating to development of such kind of projects and keep the Society fully indemnified against any claims or losses incurred by Society on account of any breach by the Developer in this regard;
- 6.12 carry on the construction of the Project or any part thereof on the Project Land or any part thereof as per the Applicable Law, building laws and/or rules, regulations and bye-





laws framed thereunder or such other law as may be applicable at the time of construction of the Project on the Project Land including the compliance of the terms and conditions as may be imposed by the Governmental Authority and further strictly in accordance with the sanctioned plan/Master Plan and other Approvals;

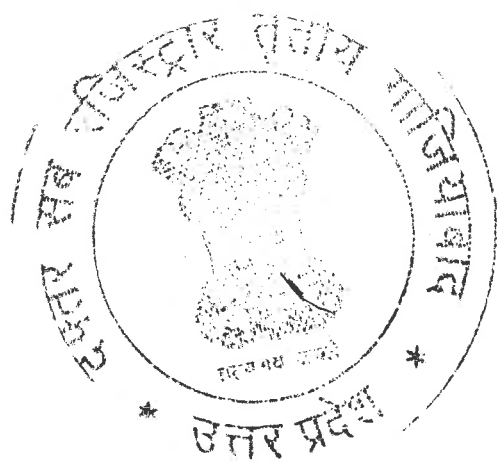
- 6.13 apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the Project and other inputs and facilities required for the construction or enjoyment of the Project;
- 6.14 construct, erect and complete the Project pursuant to the plans to be sanctioned by sanctioning authorities and as per the specifications and/or as may be decided by the Developer from time to time. The decision of the Developer regarding all aspects of construction including the quality of materials shall be final and binding on the Parties;
- 6.15 periodically or as and when reasonably requested by the Society, keep the Society informed about the progress of the development of the Project;
- 6.16 not be responsible for the general up-keep, maintenance and subsistence of the Society Plots and the EWS Units, once the same have been handed over to the Society upon completion;
- 6.17 be entitled to appoint a maintenance agency of its choice, fix maintenance charges and collect such maintenance charges directly or through the appointed maintenance agency with respect to the Project;
- 6.18 be entitled to collect revenues from the purchasers of the Unit(s) of the Project and towards the usage of proportionate Common Areas and Facilities provided by the Developers till the time such Common Areas and Facilities are handed over to the resident welfare association formed in respect of the Project;
- 6.19 be entitled to any/all advantages, concessions, relaxations or benefits, including any benefits in the form of additional and/or transferable floor area ratio (FAR) or other incidental benefits under the Scheme and shall have the right to take appropriate actions to avail the same without any interference or hinderance from the Society. Further, the Society shall not be entitled to claim any benefits, monetary or otherwise, from the same, except any additional land(over and above the Society Lands) allotted to the Society by the Housing Development Board;
- 6.20 be solely liable and responsible towards all and any claims of the customers / purchasers/occupants/owners of the Units in the Project arising out of any breach, act or omission on the part of the Developer relating to any provision of law, rules, regulations, building bye-laws, Approvals and conditions imposed therein and/or quality of construction etc. except for claims arising out of causes solely attributable to the Society and or any internal disputes between the members of the Society or with the Society;
- 6.21 observe and shall be responsible and liable for all customers/ allottees of any developed Unit(s) in the Project and all complaints, claims, litigation made/initiated by them, except for claims arising out of causes solely attributable to the Society and or any internal disputes between the members of the Society or with the Society;



- 6.22 observe all Applicable Law, regulations and notifications dealing with all the workers engaged for development of the Project including payment of their dues, wages, gratuity, cess, taxes, benefits, claims, working conditions, safety, accidents, complaints, litigation in respect thereof;
- 6.23 be responsible and liable for all contractors, architects, consultants, technicians, engineers, persons (including its own employees), brokers, advertisers, engaged for purposes of carrying out the development of the Project by the Developer including payment of their bills, dues, salaries, fees, taxes, benefits, claims, safety, accidents, complaints, litigation in respect thereof;
- 6.24 be entitled to create mortgage or charge or Encumbrance, in any manner whatsoever, over its rights/ entitlements/ interest in the Project/ Project Land including the built-up superstructure and, subject to Applicable Law, charge/hypothecation over the entire receivables of the Project for the purposes of obtaining lending/ financing/ guarantees for development and construction of the Project or for any payment of license fees/ charges or any other statutory or government levies for development/ construction on the Project Land or for anything pertaining to development/ construction of the Project;
- 6.25 be responsible for development of the Project in terms of this Agreement, Approvals, conditions imposed by the Council and Applicable Laws. The Developer shall be solely liable for all the claims or liabilities of the customers/vendors/suppliers/labour of the Project, compliances and liabilities and RERA and other Applicable Laws. Though the Society may be considered as a co-promoter for the Project, but for no purpose, the Society shall deem to be a developer of the Project in any manner whatsoever. The liability of the Society is solely limited to provide the Project Land for development of the Project thereon; and

## **7. REPRESENTATIONS AND WARRANTIES**

- 7.1 Each of the Parties hereby represent and warrant to each other as under:
- 7.1.1 it is respectively duly organized and validly existing under the Applicable Law, and respectively has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including Power of Attorney and consents, contemplated hereunder or pursuant hereto, and to perform its respective obligations under this Agreement and documents executed pursuant to this Agreement;
- 7.1.2 the execution and delivery of this Agreement and the performance by each Party of its respective obligations under this Agreement have been duly and validly authorised by all necessary actions on the part of it and if called upon, each of the Parties shall provide copies of all the documents in support thereof to the other Party. This Agreement constitutes a legal, valid and binding obligation of each Party enforceable against it in accordance with its terms; and
- 7.1.3 the execution, delivery and performance by each Party of this Agreement and the acts and transactions contemplated hereby do not and will not (i) with or without the giving of notice or lapse of time or both, violate or conflict or result in a breach of or default under any Applicable Law or any provisions of their respective rules, regulations, bye-laws, memorandum and articles of association or any other constitutional documents by which it is governed or any order,





judgment or decree applicable to it or any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound; or (ii) require to make any filing with or give any notice to, any governmental authority under the Applicable Law or any other Person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, Approvals, action or filing that has already been duly obtained or made or contemplated to be obtained under the terms of this Agreement.

7.2 Without prejudice to any other provisions of this Agreement, the Society, further assures, undertakes, warrants, covenants and represents to the Developer as follows:

- 7.2.1 that the Society has been allotted the Society Lands by the Housing Development Board by virtue of the Adjustment Deed together with all title, interest, rights and benefits comprised in the Society Lands. The Society Lands is subject to the conditions imposed by the Housing Development Board and the Applicable Laws;
- 7.2.2 that except as otherwise stated in this Agreement, the title of the Society to the Society Lands together with all title, interest, rights and benefits comprising the Society Lands is free from Encumbrances, clear and marketable;
- 7.2.3 that the Society has unfettered, absolute and unrestricted ownership right, title and interest in the Society Lands and further has the full right and absolute power and authority to deal with the Society Lands and all title, interest, rights and benefits comprising the Project Land or any part and portion thereof which is fit for the purposes of exploitation of the Development Rights granted hereunder;
- 7.2.4 that subject to the terms and conditions imposed by the Housing Development Board at the time of allotment of Society Lands and subject to the provisions of the Applicable Laws, there is no embargo on the Society from dealing with the Society Lands including the Project Land in the manner as provided under this Agreement;
- 7.2.5 that the Society is in compliance in all respects with the terms and conditions contained in each of the concerned Title Deeds including the Adjustment Deed with respect to the Society Lands. The applicable stamp duty on each of such documents has been duly paid, and each of these documents have been duly registered with the registrar of competent jurisdiction pursuant to the applicable requirements under the Indian Registration Act, 1908;
- 7.2.6 that save and except the Society, no other person and/or third party has any manner of right or title or interest or claim or demand over or in respect of the Society and/or any part or portion thereof;
- 7.2.7 that no part or portion of the Society Lands together with all title, interest, rights and benefits comprising the Society Lands is the subject of any acquisition and/or alignment by any government body and/or authority, statutory or otherwise, and further the Society has not received any notice of acquisition and/or alignment in respect of any part or portion of the Society Lands, and



there are no claims from any authority nor are there any proceedings pending or initiated in relation thereto by any person and/or under any Applicable Law, and the Society is neither aware of nor has knowledge of any circumstances or facts or matters which are likely to give rise to any such notices or claims or proceedings;

- 7.2.8 that neither the Title Deeds nor any other documents in respect of the Society Lands or title, interest, rights and benefits comprised in the Society Lands or any part thereof have been deposited in favour of any third party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise;
- 7.2.9 that there is no manner of boundary dispute in respect of the Society Lands;
- 7.2.10 that no person or persons whosoever has claimed any right of pre-emption over or in respect of the Society Lands or its title or on any interest, rights and benefits comprising the Society Lands or any part or portion thereof and there are no outstanding actions, claims or demands against the Society or its title or on any interest, rights and benefits comprised in the Society Lands;
- 7.2.11 that no part or portion of the Society Lands together with all title, interest, rights and benefits comprising the Society Lands is subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 or under the Income Tax Act, 1961 or under any other Applicable Law;
- 7.2.12 that no right or easement that may be required for execution of the Project and/or appurtenant to and/or benefitting the Society Lands is restricted in any way, and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefitting the Society Lands;
- 7.2.13 that the Society does not hold any excess land under the provisions of any Applicable Law (central or state or local) or the Society has obtained necessary Approvals or permission required under Applicable Law for holding any excess lands;
- 7.2.14 that the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 does not apply to the land parcels comprised in the Society Lands;
- 7.2.15 that no means of access to the Society Lands is shared with or subject to rights of determination or requires payment to any third party;
- 7.2.16 that the Society has been in continuous vacant, peaceful legal and physical possession of the Society Lands, without any hindrance or impediment;
- 7.2.17 that no third party has claimed or acquired any manner any rights, title, interest or any benefits in any of the land parcels comprising the Society Lands by way of adverse possession or otherwise;
- 7.2.18 that except for the conditions stipulated by the Housing Development Board, the land parcels or any rights, title, interest or benefits there in comprising the





- Society Lands is not subject to any other covenants, restrictions, stipulations, options, rights of pre-emption, adverse estate right or interest, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in a third party or to any other rights or arrangement in favour of any third party (whether in the nature of a public or private right or obligation) and further there is no agreement to create the same;
- 7.2.19 that no portion of the Society Lands or any rights, title, interest or benefits therein is affected by any notice or scheme of any local development authority or governmental authority;
- 7.2.20 that compliance is being made and has at all times been made and shall be continued to be made until as provided herein, with all Applicable Law, statutes, bye-laws, permits, obligations, statutory instruments and requirements with respect to the Society Lands, its ownership, occupation, possession and use;
- 7.2.21 that there is no order of any court or any other statutory authority prohibiting sale and/or transfer and/or alienation of the Society Lands or any rights, title, interest or benefits therein the Society Lands, including the Project Land or any part or portion thereof or otherwise;
- 7.2.22 that no notice, order, judgment, demand or letter requiring the taking of remedial or other action under or pursuant to any environmental legislation in India or elsewhere has been served on or received by Society, which may in any manner affect or impact any of the land parcels or any rights, title, interest or benefits therein comprising the Society Lands and/or the Development Rights granted herein with respect to the Project Land;
- 7.2.23 that in relation to the Society Lands together with all rights, title, interest or benefits therein:
- i) all the terms and conditions in relation to the Society Lands contained in the respective Title Deeds including Adjustment Deed and there are no other agreements, documents or letters relating to or affecting the same; and
  - ii) the Society is in its possession, all original deeds, documents and writings which are necessary to prove its rights, title and interest to the Society Lands;
- 7.2.24 that the Society has made all payments and dues to be made in terms of the Title Deeds/ documents under which it has acquired the Society Lands and subject to the terms and conditions imposed by the Housing Development Board at the time of allotment of the Society Lands, there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Society as required under Applicable Law for the purpose of the transaction contemplated under this Agreement;
- 7.2.25 that the Society has obtained all necessary Approvals as required under Applicable Law for the purpose of the transaction contemplated under this Agreement;



- 7.2.26 the Society hereby represents and undertakes that (i) it has not entered into, nor has authorized any person to enter into, any arrangement or agreement for sale/ lease/ license/ allotment whether house buyer agreement, builder buyer agreement, plot buyer agreement or any other agreement or memorandum of understanding for sale, booking of any plot, units, shops, any kind of residential/commercial space or any other space/ area, to be developed or constructed over the Society Lands; (ii) it has not accepted any request for booking or allotment of sale/ lease/ license of any plot, house, unit or any other space/ area, to be developed or constructed over the Society Lands; and (iii) it has not appointed any attorney to act on its behalf, nor entered into, nor has authorized any person to enter into, any development rights agreement, development rights assignment agreement, transfer of development rights agreement or any other agreement, memorandum of understanding, term sheet etc. for transferring any rights in/ on the over the Society Lands or any part thereof;
- 7.2.27 the Society has not issued and/ or executed any power of attorney or any other authority, oral or otherwise empowering any other person(s) to deal with the Society Lands or any part thereof for any purpose whatsoever;
- 7.2.28 there are no outstanding property taxes, rates, duties, cess, levies including assessments, water charges, electricity charges, dues or any other charges, under any Applicable Law, required to be paid to any governmental authority or other person in the Society Lands that remains unpaid as of the Effective Date;
- 7.2.29 that the Society has already been accorded necessary approvals from its members in the general meeting of its members and meeting of the management committee for finalization, execution and registration of this Agreement under the Applicable Law;
- 7.2.30 that there are no co-owners, partners, tenants, encroachers, trespassers, occupants or squatters on the Society Lands of the Society comprised in the Society Lands and no other person or persons including any worker, labourer, staff (in respect of any pending dues like wages retrenchment or retirement dues, or any other benefits) has/have any right, title, interest, claim or demand of any nature whatsoever in, to or upon the Society Lands or any part thereof including by way of sale, agreement for sale, charge, lien, mortgage, pledge, security interest, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance or otherwise howsoever;
- 7.2.31 that the Developer (acting by itself or through its nominees) shall be entitled to the sole and exclusive right, title and interest in the Project. It is also expressly understood that the Developer shall be solely and exclusively entitled to receive any and all of the benefits, in any form and manner, arising out of the Project Land including but not limited to any grant, subsidy, allowance, support and/or funding by the concerned authorities and the consideration payable by the prospective allottee of the Units on the Project Land. In case the Society, directly or indirectly, receives any of the aforesaid benefits with respect to the Project Land, then the same shall be deemed to be received by the Society for and on behalf of the Developer and shall be transferred by the Society to the Developer immediately without any delay;



7.2.32 that the representations and warranties made by the Society under this Agreement is subject to the conditions prescribed the Applicable Laws and the conditions imposed by the Housing Development Board at the time of allotment of the Society Lands; and

7.2.33 that each of the representations and warranties contained herein are true and correct as on Effective Date and shall survive at all times. -

7.3 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Parties have agreed to enter into this Agreement for promoting and developing the Project on the Society Lands and have parted with the Consideration as hereinafter appearing and but for the aforesaid representations, the Parties would not have otherwise entered into this Agreement nor would have parted with the Consideration.

## 8. BORROWING AND FUNDING FOR THE PROJECT

Notwithstanding that Developer has been conferred all necessary rights and powers, hereunder and in terms of the Power of Attorney, to do so directly, should the Developer request the Society, the Society shall, subject to Applicable Law, cause such parts or portions of the Project Land/ Project including the built-up superstructure and/or rights in respect thereof to be charged or mortgaged from time to time in favour of such person(s) as the Developer may deem necessary and as may be permissible by the concerned authorities under Applicable Law, including by way of equitable mortgage by deposit of the original Title Deeds (subject to Clause 4 of this Agreement), for the purpose of raising funds for the execution and implementation of the Project. It is clarified that the Society will not be liable to provide any guarantee to the against such loan and the Society or its members shall not be responsible for such funding in any manner whatsoever.

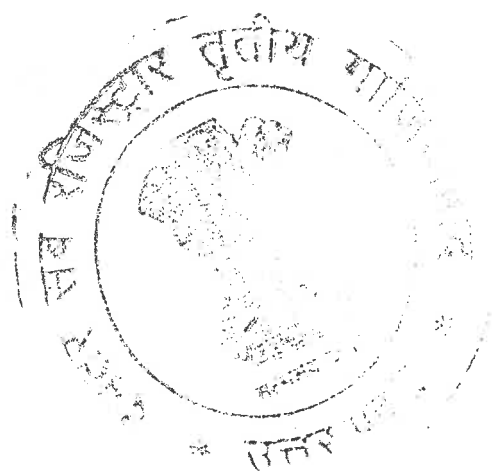
Further, without prejudice to such obligation of the Society, the Society hereby authorizes and empowers the Developer and/or its nominee(s) to carry out, execute and perform various acts, deeds and things in respect of creation of such mortgage, charge, etc. including signing and executing all necessary deeds and documents. Also, the Society shall execute such documents and deeds and do such things as shall be required for such creation of charge or mortgage, from time to time.

Further, the Developer shall be entitled to appropriate and use all the funds so received only for the execution and implementation of the Project, and subject to Applicable Law, the Developer shall be entitled to create charge/hypothecation over the entire receivables of the Project, provided that, the Developer shall solely remain liable and responsible for the repayment of such borrowings, and shall keep the Society safe, harmless and indemnified against all claims, demands, actions, losses etc., suffered or sustained by the Society in this regard.

The Society also undertakes to execute, submit and make all statutory filings and ensure compliance of all statutory obligations pertaining to the creation of charge/mortgage pertaining to the Society Lands/ Project Land or any part or portion thereof. The Society shall also provide all necessary co-operation and assistance to the Developer as may be required to amend or extinguish any of the aforesaid mortgage rights.

## 9. POWER OF ATTORNEY





In order to enable the Developer to exercise its Development Rights over the Project Land in terms of this Agreement, the Society hereby nominates, constitutes and appoints the Developer as its true and lawful attorneys, to do the following acts, deeds and things in its name and on its behalf, in relation to the construction/development of the Project over the Project Land, at the cost and expense of the Developer:

- (a) to manage, control, supervise the Project Land in terms of this Agreement and to represent the Society before the concerned authority in this behalf;
- (b) to construct and develop the Project Land and to make any additions or alterations therein, and to take all steps to complete the construction on the Project Land, including engaging/ hiring any employees/ labours/ service providers/ contractors for the same;
- (c) to represent the Society before any Government/statutory authority and to sign, make and/ or file any letter, document, representation and petition for all and any licences, permissions, and consents required in connection with the Project Land as a part of the Project and for the purpose incidental thereto and make payment of any charges due and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid;
- (d) to deal with and correspond with the electricity transmission/ distribution companies/ corporations/ authorities/ entities and/or officers thereof for obtaining electric connections, electric power to the Project Land and for that purpose to sign, make and/ or file all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required;
- (e) to get the water, electric, gas, power, sewer, telephone connections/meters installed on the Project Land or part thereof and for the purpose to sign and submit any applications, affidavits, undertakings, declarations, indemnity bonds etc., to deposit any securities, obtain discharge, file papers/ documents and withdraw the same from/ before appropriate authorities and to make representations before the concerned officers/ authorities;
- (f) to market, negotiate and/ or to enter into agreements with the prospective purchasers/ customers and to sell, lease, license or otherwise commercially exploit at their discretion the plots/developed areas forming part of the Project, in whole or in part to the intending purchasers against adequate sale considerations, to receive sale considerations in the name of Developer, and to execute and register all the documents required, for the transfer of the titles in the Unit(s) in the Project in favour of the prospective purchasers/customers before the competent authorities including the office of Sub Registrars of concerned jurisdiction. It is however clarified that the right to execute and register the sale/conveyance deeds, for the transfer of the title in the Unit(s) in the Project in favour of the prospective purchasers/customers, shall be subject to completion of the services and activities specified under the Other Consideration to the satisfaction of the Society. It is further clarified that in the event the Developer, pursuant to this Clause, enters into an agreement to sell ("ATS") with its prospective purchasers/customers for the sale of any unit/plots/developed area forming part of Project, then the Developer shall ensure that the ATS contains the following stipulations therein: (a) the ATS shall terminate in the event this Agreement terminates in accordance with its terms; and (b) the Developer shall execute the sale/conveyance deed in respect of the property in favour of its prospective purchasers/customers in



terms of the ATS by exercising the powers vested in the Developer by way of the Power of Attorney, as per the Applicable Law, with respect to the Project;

- (g) to render all cooperation to the Developer for raising finances for the development of the Project;
- (h) to appoint further attorney and to cancel or revoke the powers conferred upon such attorney; and
- (i) to generally do all other acts, deeds, matters and things whatsoever as the Developer shall deem fit for and incidental to the exercise of any of the above powers or for and incidental to the proper development of the Society Lands or the affairs relative thereto.

## 10. TERMINATION

10.1 The Developer shall be entitled to terminate this Agreement by giving a 7 (seven) days' written notice to the Society, in case of occurrence of any of the following events:

- (a) The Society breaches any term or condition of this Agreement which is not remedied within 30 (thirty) days of the Developer calling upon it to do so;
- (b) Any misrepresentation on the part of the Society; or
- (c) In case of winding-up or insolvency of the Society being ordered by a court or authority of competent jurisdiction.

10.2 Any termination of this Agreement shall be without prejudice to the rights accrued to the Parties prior to such termination;

10.3 In case the Developer terminates this Agreement pursuant to Clause 10.1 above, then, without prejudice to any other right which the Developer may have under Applicable Law, this Agreement, or otherwise, the Developer shall be entitled to exercise any of the following rights to call upon the Society to repay:

- (a) all the amounts out of the Cash Consideration paid by the Developer to the Society and all the expenses that have been incurred by the Developer towards the Society Plots and EWS Units;
- (b) all the expenses that have been incurred by the Developer towards the construction and/or development of the Project on the Project Land; and
- (c) all such expenses borne/ to be borne by the Developer on account of the obligations, liabilities and responsibilities imposed upon the Developer towards RERA and under the Applicable Law, as a result of such termination.

Within 90 days of the termination of this Agreement.

Once the Society has made full payments of the sum requested by the Developer, the Developer shall handover possession of the Project Land in favour of the Society and shall vacate the balance part of the Society Lands.

## 11. INDEMNITY

For UP Township Infrastructure Pvt. Ltd.

कृते श्री रामा कृष्णा सहकारी आवास समिति लि

*Chaitan Kumar*  
अधिकृत हस्ताक्षर

कृते श्री रामा कृष्णा सहकारी आवास समिति लि

*Sobhita*  
अधिकृत हस्ताक्षर

Authorised Signatory





**A. Society's Indemnity**

Without prejudice to any other obligations and/or specific indemnity provided by the Society herein, the Society further hereby, agrees to indemnify, defend and hold harmless the Developer against and in respect of the actual liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Developer by reason of (i) the non-performance or non-observance of any of the terms and conditions of this Agreement by the Society; and/or (ii) acts of wilful negligence or intentional misconduct by any of the Society; and/or (iii) breach of the provisions of this Agreement by the Society; and/or (iv) any representation and warranty by the Society found to be misleading or untrue or any breach by the Society of any representation or warranty contained in this Agreement; and/or (v) acquisition and/or requisition and/or attachment and/or vesting of the Society Lands or any part thereof; and/or (vi) failure by the Society to fulfil its obligations under any Applicable Law and/or under this Agreement and/or (ix) any claims, damages, payments, charges, expenses or recoveries of any kind whatsoever in respect of the Society Lands and/or any part thereof as a result of any act or omission on the part of the Society in relation to the Project or otherwise and/or the performance by the Society of its obligations contained herein.

**B. Developer's Indemnity**

Without prejudice to any other obligations and/or specific indemnity provided by the Developer herein, the Developer further hereby, agrees to indemnify, defend and hold harmless the Society against and in respect of actual liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by the Society by reason of (i) the non-performance or non-observance of any of the terms and conditions of this Agreement by the Developer; and/or (ii) breach of the provisions of this Agreement by the Developer; and/or (iii) any representation and warranty by the Developer found to be misleading or untrue or any breach by the Developer of any representation or warranty contained in this Agreement; and/or (iv) claims of the workmen, labour, services providers, vendors, customers, allottees of the Project; and/or (v) claims of the customers of the Project; and/or (vi) claims of the occupants of the Society Plots or the EWS Units in relation to the deficiency in construction services; and/or (vii) delay in construction and development of the Society Plots and/or the EWS Units as per the timelines mentioned in this Agreement; and/or (viii) any violation of the Applicable Law and/or Approvals, including PMAY and the conditions imposed by the Housing Development Board at the time of allotment of the Society Lands.

**12. FORCE MAJURE**

The Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by any causes beyond its reasonable control including civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty embargoes imposed by Governmental Authorities including the National Green Tribunal, civil strife, acts of terrorism, or acts of God.

**13. MISCELLANEOUS**

**13.1 Notices**

कृते श्री रामा कृष्णा सहकारी आवास समिति लि०

*Captain Kumar*  
अधिकृत हस्ताक्षर

22

For UP Township Infrastructure Pvt. Ltd.

कृते श्री रामा कृष्णा सहकारी आवास समिति लि०

*[Signature]*  
Authorised Signatory



Any notices, requests, demands or other communication required or permitted to be given under this Agreement shall be written in English and shall be delivered in person, or sent by courier, e-mail or by registered mail, or transmitted by facsimile and properly addressed as follows:

(i) In the case of notices to the Society, to:

Attention : Mr. Manu Garg  
Address : IIIrd Floor, 67 Navyug Market, Ghaziabad, Uttar Pradesh  
E-mail : manugarg@raviironltd.com

Attention : Mr. Sandeep Garg  
Address : 3rd F - 33/9, Nehru Nagar, Ghaziabad  
E-mail : gargsandeep68@gmail.com

(ii) In the case of notices to the Developer, to:

Attention : Ms. Veenu Singhal  
Address : Gaur Biz Park,  
Plot No. – 1, Abhay Khand II, Indirapuram,  
Ghaziabad – 201104, Uttar Pradesh

E-mail : veenu.singhal@gaursonsindia.com

or at such other address as the Party, to whom such notices, requests, demands or other communication is to be given, shall have last notified the other Party.

### 13.2 Assignment

No Party shall assign any of its rights and obligations under this Agreement to any other person without the prior written consent of the other Party, provided that the Developer shall be entitled to assign 30% rights in the Project, subject to Applicable Laws

### 13.3 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement in the manner contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to affect the purpose of this Agreement and carry out its provisions.

### 13.4 Governing Law and Jurisdiction

- (a) This Agreement and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India.
- (b) Subject to Clause 13.5 below, this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Uttar Pradesh, India alone.

### 13.5 Arbitration

23

For UP Township Infrastructure Pvt. Ltd.

Authorised Signatory

श्री श्री रामा कृष्णा सहकारी आवास समिति लि०

*Cesay Kumar*  
अधिकृत हस्ताक्षर

श्री श्री रामा कृष्णा सहकारी आवास समिति लि०

*Sandeep K*  
अधिकृत हस्ताक्षर



- (a) Any dispute, controversy or difference which may arise between the Parties out of or in relation to or in connection with this Agreement, shall be submitted for exclusive resolution by arbitration under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The venue for the arbitration proceedings shall be New Delhi. The language to be used in the arbitration proceedings shall be English. The existence of any dispute shall not release the Parties of their respective obligations under this Agreement.
- (b) For the above purpose, the Parties hereby agree and give their consent that the reference shall be made to a sole arbitrator, jointly appointed by the Society and the Developer. In case they are unable to agree on a sole arbitrator within 30 (thirty) days from the date of issue of request for appointment of an arbitrator by any Party, the dispute shall be referred to a panel of three arbitrators- one to be appointed by the Society, the other to be appointed by the Developer, and the third arbitrator to be appointed jointly by the two arbitrators so appointed.

**13.6 Confidentiality**

The Parties agree to maintain all aspects of this Agreement in the strictest confidence until the date on which the relevant information comes into the public domain other than through disclosure by the Parties, or such other date as may be agreed to in writing by the Parties. The Society further agrees that their discussions and exchange of information with the Developer before and after the execution of this Agreement are strictly confidential.

**13.7 Amendments**

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement.

**13.8 Severability**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or Applicable Law, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected. If any section or provision of this Agreement is in violation of any Applicable Law, the Parties shall take all steps to replace such section/ provision of this Agreement with appropriate provision reflecting the understanding of the Parties.

**13.9 Waiver**

No waiver of any of the terms of this Agreement shall be effective unless made in writing. Further, the waiver of any default or breach under this Agreement by any Party shall not constitute a waiver of the right to terminate this Agreement or otherwise exercise rights or remedies for any subsequent default of a similar nature or under any other terms and conditions of this Agreement.

**13.10 No Agency**





The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party.

**13.11 Legal and Prior Rights**

All rights and remedies of the Parties hereto shall be in addition to all other legal rights and remedies belonging to such Parties and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of any Party hereto, which shall or may have accrued prior thereto.

**13.12 Specific Performance**

Notwithstanding the arbitration agreement mentioned in Clause 13.5 above, or any other provision of this Agreement, it is hereby agreed between the Parties that this Agreement shall be specifically enforceable at the instance of the Developer or the Society. The Parties acknowledge that damages may not be an adequate remedy in this Agreement and that the Developer or the Society shall be entitled to seek specific performance against any defaulting Party for performance of its obligations under this Agreement, including an injunction against a breach or threatened breach, in addition to any and all other legal or equitable remedies available to it.

**13.13 Registration of the Agreement and payment of Stamp Duty and other Taxes**

The Parties shall get this Agreement registered with the office of concerned sub registrar. The applicable stamp duty and registration charges for the same shall be paid and borne by the Developer.

Each of the Party shall be responsible for their respective tax liabilities arising out of this Agreement and the transaction envisaged herein. Any GST or similar indirect taxes payable on grant of Development Rights of the Project to the Developer shall be paid and borne by the Developer.

**13.14 Entire Agreement**

This Agreement constitutes the entire understanding/agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, communications, negotiations and representations, either oral or written, between the Partners, in relation hereto.

श्री श्री रामा कृष्णा सहकारी आवास समिति लि०

अधिकृत हस्ताक्षर

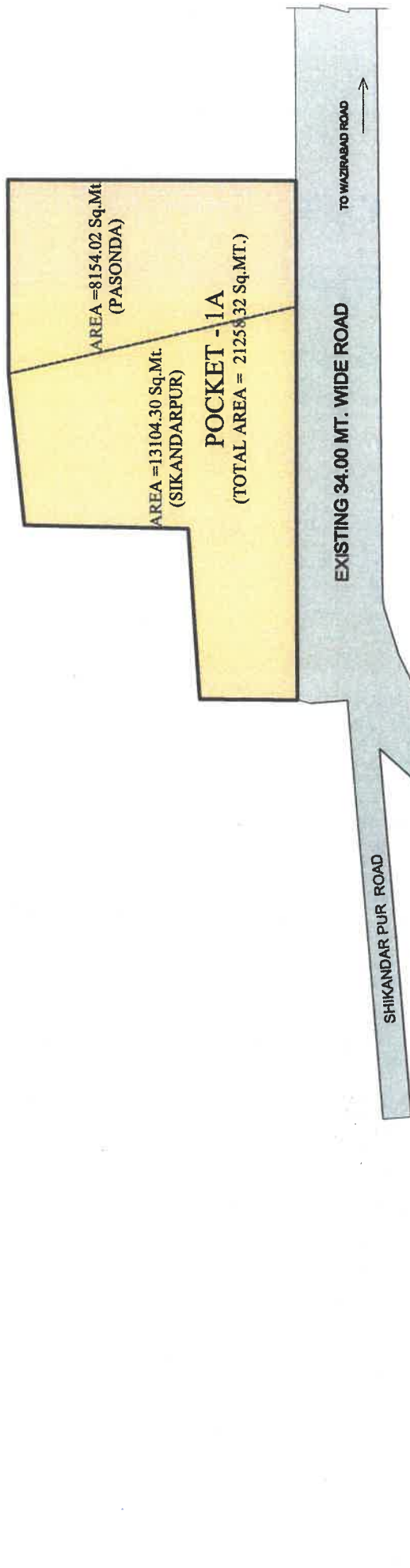
For UP Township Infrastructure Pvt. Ltd.

Authorised Signatory

श्री श्री रामा कृष्णा सहकारी आवास समिति लि०

अधिकृत हस्ताक्षर





For UP Township Infrastructure Pvt. Ltd.

Authorised Signatory

श्री श्री रामा कृष्णा सहकारी आवास समिति लि०

*Signature*  
अधिकृत हस्ताक्षर

श्री श्री रामा कृष्णा सहकारी आवास समिति लि०

*Signature*  
अधिकृत हस्ताक्षर





कार्यालय सहायक आयुक्त स्टाम्प, गाजियाबाद।

**धारा-31, भारतीय स्टाम्प अधिनियम, 1899 के अन्तर्गत अधिनिर्णयन**

**:: आदेश ::**

संख्या: /स0म0नि0/गा0बाद/2022

दिनांक

यूपी टाउनशिप इन्फ्रास्ट्रक्चर प्रा0 लि0,द्वारा श्री मनोज गोड़ पुत्र श्री बी0एल0 गौड़ पता-एफ-101, प्रथम तल, प्लॉट नं0-2/3, आशीष कॉमर्शियल कॉम्प्लेक्स, एलएससी, न्यू राजधानी एन्कलेव, दिल्ली-110092 द्वारा जिलाधिकारी/कलेक्टर, गाजियाबाद को सम्बोधित प्रार्थना-पत्र दिनांक 17.05.2022 प्रस्तुत करते हुए ग्राम सिकन्दरपुर भूमि क्षेत्रफल-20756.48 वर्गमीटर एवं ग्राम पसोण्डा, भूमि क्षेत्रफल-8154.02 वर्गमीटर कुल क्षेत्रफल-28910.5 वर्गमीटर, तहसील व जिला गाजियाबाद स्थित सम्पत्ति के मूल्यांकन हेतु भारतीय स्टाम्प अधिनियम, 1899 की धारा-31 के अन्तर्गत आवेदन प्रस्तुत किया गया। जिलाधिकारी, गाजियाबाद द्वारा उक्त पत्र के क्रम में आदेशित किया कि, **“अपर जिलाधिकारी (वि0/रा0)/सहायक आयुक्त स्टाम्प कृपया नियमानुसार आवश्यक कार्यवाही कराने का कष्ट करें।”**

तत्कम में तहसीलदार सदर, गाजियाबाद एवं उप निबंधक सदर तृतीय, गाजियाबाद को पत्रांक-610/ए0आई0जी0-आर/2022 दिनांक 26.05.2022 प्रेषित करते हुए प्रार्थना-पत्र के साथ संलग्न संयुक्त विकास अनुबंध विलेख का मसौदा संलग्न करते हुए भारतीय स्टाम्प अधिनियम, 1899 की धारा-31 के अन्तर्गत अनुबन्धित/कय की गयी सम्पत्ति का मूल्यांकन एवं विक्रय विलेख पर देय स्टाम्प शुल्क की धनराशि के सम्बन्ध में सुस्पष्ट आख्या मय साक्ष्यों के साथ कार्यालय को यथाशीघ्र भिजवाने की अपेक्षा की गयी। साथ ही, उत्तर प्रदेश शासन, स्टाम्प एवं रजिस्ट्रेशन अनुभाग-2 संख्या-06/2021/210/94-स्टा0नि0-02-2021-700(04)/2021 दिनांक 15 जून, 2021 के आलोक में आवेदक द्वारा अपेक्षित रू0 100.00 की धनराशि बजरिये चालान संख्या-ईओ00072 दिनांक 24.05.2022 भारतीय स्टेट बैंक, राजनगर गाजियाबाद में जमा करायी गयी।

तहसीलदार सदर, गाजियाबाद की आख्या दिनांक 06.06.2022 द्वारा अवगत करया गया कि, **“संलग्न प्रार्थना-पत्र में खसरा नम्बर अंकित नहीं है, जिससे स्टाम्प का अवलोकन किया जाना सम्भव नहीं है।”** तत्पश्चात् इस कार्यालय के पत्र संख्या-969/स0आ0स्टा0-गा0बाद/2022 दिनांक 01.08.2022 द्वारा उक्त के सम्बन्ध में यूपी टाउनशिप इन्फ्रास्ट्रक्चर प्रा0 लि0,द्वारा श्री मनोज गोड़ पुत्र श्री बी0एल0 गौड़ पता-एफ-101, प्रथम तल, प्लॉट नं0-2/3, आशीष कॉमर्शियल कॉम्प्लेक्स, एलएससी, न्यू राजधानी एन्कलेव, दिल्ली-110092 को उपरोक्त के परिप्रेक्ष्य में निर्देशित किया गया कि प्रश्नगत मसौदा विलेख में मूल्यांकन किये जाने हेतु खसरा नम्बर अंकित कराना सुनिश्चित करें, जिससे प्रश्नगत





सम्पत्ति का मूल्यांकन कर स्टाम्प देयता के सम्बन्ध में अग्रेतर कार्यवाही सम्पादित की जा सके। तत्कम में आवेदक द्वारा अवगत कराया गया कि प्रश्नगत सम्पत्ति का खसरा न होने के कारण मसौदा विलेख में अंकित नहीं किया गया है।

तहसीलदार सदर, गाजियाबाद की आख्या दिनांक 05.08.2022 प्राप्त हुई, जिसमें अवगत कराया गया कि, "प्रश्नगत सम्पत्ति ग्राम सिकन्दरपुर तथा पसोण्डा में स्थित भूमि का मूल्यांकन उप निबंधक तृतीय, गाजियाबाद द्वारा किया गया मूल्यांकन संलग्न है, जिसमें भूमि की दर आवासीय मानते हुए मूल्यांकन किया गया है। प्रश्नगत भूमि आवास विकास परिषद द्वारा क्रेता को सोसाईटी का निर्माण करने हेतु दी गयी है। प्रश्नगत भूमि का उपयोग आवासीय है।

उप निबंधक सदर तृतीय, गाजियाबाद की आख्या पत्रांक 153/उप निबंधक तृतीय गा0बाद/2020 दिनांक 02.06.2022 एवं पत्रांक 252/उप निबंधक तृतीय गा0बाद/2020 दिनांक 06.08.2022 प्राप्त हुई, जिसमें कहा गया है कि, "श्री रामा कृष्णा सहकारी आवास समिति लि0 और यूपी टाउनशिप इन्फ्रास्ट्रक्चर प्रा0 लि0 द्वारा प्रस्तुत-पत्र उचित फीस चालान और शपथ-पत्र तथा विलेख की विषय वस्तु सम्बन्धित सार का अवलोकन करने के उपरान्त यह स्पष्ट होता है कि विलेख की विषय-वस्तु मय कब्जा बिल्डर एग्रीमेन्ट की श्रेणी में आता है, जिस पर भारतीय स्टाम्प अधिनियम, की अनुसूची-एक-ख के अनुच्छेद-23(ए) के अनुसार सम्पूर्ण धारित भूमि पर अकृषक दर से स्टाम्प प्रभार्यता बनती है। चूंकि प्रस्तुत सार में किसी रास्ते की चौड़ाई आदि का उल्लेख न होने के कारण ग्राम सिकन्दरपुर और ग्राम पसोण्डा हेतु निर्धारित वर्तमान सर्किल दर की अधिकतम चौड़ाई वाले रास्ते पर स्थित मानते हुए कुल मूल्यांकन निम्नवत् किया जाना चाहिये-

ग्राम सिकन्दरपुर में स्थित भूमि का मूल्यांकन- $20756.48 \times 10,000.00 = 20,75,64,800.00$

ग्राम सिकन्दरपुर में स्थित भूमि का मूल्यांकन- $8154.02 \times 19,000.00 = 15,49,26,380.00$

मेरे द्वारा पत्रावली पर उपलब्ध तहसीलदार सदर गाजियाबाद एवं उप निबंधक सदर तृतीय, गाजियाबाद की आख्याओं का परीक्षण किया गया। श्री रामा कृष्णा सहकारी आवास समिति लि0 और यूपी टाउनशिप इन्फ्रास्ट्रक्चर प्रा0 लि0 के मध्य एक विकास अनुबंध विलेख का मसौदा तैयार किया गया है, जिसमें ग्राम सिकन्दरपुर भूमि क्षेत्रफल-20756.48 वर्गमीटर एवं ग्राम पसोण्डा, भूमि क्षेत्रफल-8154.02 वर्गमीटर कुल क्षेत्रफल-28910.5 वर्गमीटर, तहसील व जिला गाजियाबाद का निर्माण कराने हेतु क्रेता द्वारा कय की गयी है, जिससे स्पष्ट होता है कि प्रश्नगत सम्पत्ति की प्रकृति आवासीय है। उप निबंधक तृतीय, गाजियाबाद द्वारा मौखिक रूप से अवगत कराया गया कि प्रश्नगत सम्पत्ति के लिये कलैक्टर द्वारा निर्धारित सर्किल दर से अधिक मूल्यांकन का कोई उद्धरण विलेख उपलब्ध नहीं है। आवेदक द्वारा अवगत कराया गया कि प्रश्नगत सम्पत्ति का खसरा न होने के कारण मसौदा विलेख में

(w...)



अंकित नहीं किया गया है। अतः प्रश्नगत सम्पत्ति को आवासीय भूमि मानते हुए संलग्न मसौदा विलेख की विषय-वस्तु मय कब्जा बिल्डर एग्रीमेन्ट की श्रेणी में होने के कारण भारतीय स्टाम्प अधिनियम, की अनुसूची-एक-ख के अनुच्छेद-23(ए) के अनुसार सम्पूर्ण धारित भूमि पर अकृषक दर से स्टाम्प शुल्क प्रभार्य है। तहसीलदार सदर, गाजियाबाद एवं उप निबंधक सदर तृतीय, गाजियाबाद द्वारा अपनी आख्या में प्रश्नगत सम्पत्ति कितने चौड़े मार्ग पर स्थित है, का उल्लेख नहीं किया गया है और न ही आवेदक द्वारा मसौदा विलेख में अंकित किया गया है। ऐसी स्थिति में ग्राम सिकन्दरपुर और ग्राम पसोण्डा हेतु निर्धारित वर्तमान सर्किल दर की अधिकतम चौड़ाई वाले रास्ते पर स्थित मानते हुए ग्राम सिकन्दरपुर हेतु अकृषक दर रू0 10,000.00 एवं ग्राम पसोण्डा हेतु अकृषक दर रू0 19,000.00 के अनुसार कुल मूल्यांकन निम्नवत् है:-

ग्राम सिकन्दरपुर में स्थित भूमि का मूल्यांकन- $20756.48 \times 10,000.00 = 20,75,64,800.00$

ग्राम सिकन्दरपुर में स्थित भूमि का मूल्यांकन- $8154.02 \times 19,000.00 = 15,49,26,380.00$

कुल मूल्यांकन-36,24,91,180.00

अतः प्रश्नगत सम्पत्ति का कुल मूल्यांकन रू0 36,24,91,180.00 अर्थात् 36,24,92,000.00 होता है, जिस पर 7 प्रतिशत की दर से 2,53,74,440.00 का स्टाम्प शुल्क देय है।

दिनांक 06.08.2022

(कृष्ण कुमार मिश्र),  
सहायक आयुक्त स्टाम्प,  
गाजियाबाद।

संख्या: 999 / स0आ0स्टाम्प / गा0बाद / 2022

दिनांक 06.08.22

प्रतिलिपि:-

- 1- अपर सचिव, राजस्व परिषद, उत्तर प्रदेश, प्रयागराज।
- 2- जिलाधिकारी, गाजियाबाद।
- 3- उप आयुक्त स्टाम्प, मेरठ वृत्त, मेरठ।
- 4- अपर जिलाधिकारी (वि0 / रा0), गाजियाबाद।
- 5- उप निबंधक सदर तृतीय, जनपद गाजियाबाद।
- 6- यूपी टाउनशिप इन्फ्रास्ट्रक्चर प्रा0 लि0, द्वारा श्री मनोज गोड़ पुत्र श्री बी0एल0 गौड़ पता-एफ-101, प्रथम तल, प्लॉट नं0-2/3, आशीष कॉमर्शियल कॉम्प्लेक्स, एलएससी, न्यू राजधानी एन्क्लेव, दिल्ली-110092 के कम में सूचनार्थ प्रेषित:-

(कृष्ण कुमार मिश्र),  
सहायक महानिरीक्षक निबंधन,  
गाजियाबाद।





## श्री रामाकृष्णा सहकारी आवास समिति लि.

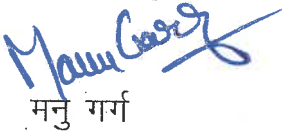
पंजीकृत कार्यालय: थर्ड एफ-33, नेहरू नगर, गाजियाबाद  
सम्पर्क कार्यालय: दूसरी मंजिल, 67, नवयुग मार्केट, गाजियाबाद

श्री रामाकृष्णा सहकारी आवास समिति लि. की असाधारण सामान्य सभा के कार्यवृत्त से उद्धरण की प्रमाणित सत्य प्रति, 26 अक्टूबर, 2021 को सिटी क्लब, गोल्फ लिंक्स, एनएच-24, गांव महरौली, गाजियाबाद में आयोजित की गयी है।

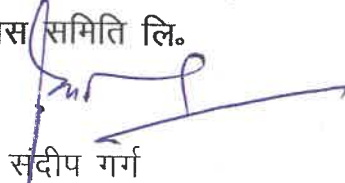
समिति की ओर से समिति एवं यू0पी0 टाउनशिप इन्फ्रास्ट्रक्चर प्रा0 लि0 के मध्य होने वाले ज्वाइंट डेवपलमेंट एग्रीमेंट के निष्पादन एवं पंजीकरण, जी. पी. ए. संबंधित सभी दस्तावेजों पर समिति की ओर से हस्ताक्षर करने के लिए श्री संदीप गर्ग (सचिव), सपन मोहन गुप्ता (प्रबन्ध समिति सदस्य) एवं श्री विपिन कुमार मित्तल (प्रबंध समिति सदस्य) में से कोई भी दो व्यक्ति संयुक्त रूप से उपरोक्त निष्पादन, पंजीकरण, पत्राचार एवं अन्य किसी प्रकार की कार्यवाही के लिए अधिकृत किए गए।

### प्रमाणित सत्य प्रतिलिपि

श्री रामाकृष्णा सहकारी आवास समिति लि.

  
मनु गर्ग

(अध्यक्ष)

  
संदीप गर्ग

(सचिव)

दिनांक :- 26/10/2021

श्री रामा कृष्णा सहकारी आवास समिति लि0

  
अधिकृत हस्ताक्षर

श्री रामा कृष्णा सहकारी आवास समिति लि0

  
अधिकृत हस्ताक्षर

For UP Township Infrastructure Pvt. Ltd.

  
Authorised Signatory



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE DULY CONVENED MEETING OF THE BOARD OF DIRECTORS OF M/S U.P. TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED HELD ON TUESDAY 1.08.22 FROM 10.45 A.M. TO 10.55 A.M. AT THE CORPORATE OFFICE OF THE COMPANY AT GAUR BIZ PARK, PLOT NO-1, ABHAY KHAND-II, INDIRAPURAM, GHAZIABAD.

“RESOLVED THAT Ms. Veenu Singhal Authorized Signatory of the company be and are hereby authorized to execute, sign and register the Joint Development Agreement for granting/assigning the Development Rights of the land parcels situated at village Sikanderpur and Pasaunda, District Ghaziabad, Uttar Pradesh the admeasuring approximately 28,910.5 (“Project Land”) with Shri Rama Krishna Sahakari Awas Samiti Limited.


RESOLVED FURTHER THAT Ms. Veenu Singhal, Mr. Veshesh Gaur and Mr. Prakash Ranjan (Authorized Signatories) of the company be and is hereby further authorized to accept, sign, execute and register the general power of attorney in favour of the Company pursuant to the Joint Development Agreement from Shri Rama Krishna Sahakari Awas Samiti Limited.

RESOLVED FURTHER THAT Mr. Veenu Singhal Authorized Signatory of the company be and is hereby separately authorized to sign all the documents, papers, deeds and to do all such acts and things as may be necessary and expedient for giving effect to the above resolution.

Certified true copy  
For UP TOWNSHIP INFRASTRUCTURE PVT LTD

  
**Manoj Gaur**  
Managing Director  
Din-00582603

श्री श्री रामा कृष्णा सहकारी आवास समिति लि०

  
अधिकृत हस्ताक्षर

श्री श्री रामा कृष्णा सहकारी आवास समिति लि०

  
अधिकृत हस्ताक्षर

  
(Signed & accepted)  
(Veenu Singhal)

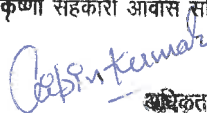
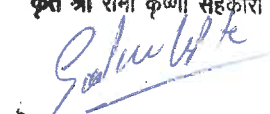

  
(Signed & attested)  
(Manoj Gaur)

For UP Township Infrastructure Pvt. Ltd.

  
Authorised Signatory




IN WITNESS WHEREOF the Parties have subscribed their respective hands on the day and year hereinabove mentioned:

<p>Executed and delivered on behalf of <b>SHRI RAMA KRISHNA SAHAKARI AWAS SAMITI LIMITED</b> at Ghaziabad:</p>	<p><b>Authorized signatory - 1</b> Name: Designation: <b>कृते श्री रामा कृष्णा सहकारी आवास समिति लि०</b> Signature:  <b>अधिकृत हस्ताक्षर</b></p> <p><b>Authorized signatory-2</b> Name: Designation: <b>कृते श्री रामा कृष्णा सहकारी आवास समिति लि०</b> Signature:  <b>अधिकृत हस्ताक्षर</b></p>
<p>Executed and delivered on behalf of <b>UP TOWNSHIP INFRASTRUCTURE PRIVATE LIMITED</b> at Ghaziabad:</p>	<p><b>Authorized signatory</b> Name: Designation: Signature: <b>For UP Township Infrastructure Pvt. Ltd.</b>  <b>Authorised Signatory</b></p>


**WITNESSES:**

1.



  
**RAKESH KUMAR**  
Reg. No.-  
Ch. No.-12, Tehsil  
Ghaziabad, M.: 9811112539

2..

  
**Roshan Lal S/o Ashok Kumar**  
R/o-466A, Kamia Quarter, GZB.  
Voter I.D.-FVX5733951

कृते श्री रामा कृष्णा सहकारी आवास समिति लि०


 **अधिकृत हस्ताक्षर**

कृते श्री रामा कृष्णा सहकारी आवास समिति लि०

 **अधिकृत हस्ताक्षर**



  
**RAKESH KUMAR**  
**HIMANSHU S/o SATISH**  
Reg. No.-U.P.-5294/86  
Ch. No.-2, Tehsil  
Ghaziabad, M.: 9811112539

  
**HIMANSHU S/o SATISH**  
R/o-466A, Kamia Quarter, G.T. Road, Ghaziabad  
Voter No.-5217 2653 2654  
**For UP Township Infrastructure Pvt. Ltd.**

 **Authorised Signatory**





## Schedule I

### Details of the Project Land


The land parcels situated at village Sikanderpur and Pasaunda, Tehsil & District Ghaziabad, Uttar Pradesh having a total area admeasuring 28910.5 square meter comprised in the following pockets:

Pocket-1A: 21258.32 square meter

Pocket-2: 7652.18 square meter

The same is delineated and demarcated in the map annexed herewith as **Annexure** – Attached herewith.

कृते श्री रामा कृष्णा सहकारी आवास समिति लि०

  
अधिकृत हस्ताक्षर

कृते श्री रामा कृष्णा सहकारी आवास समिति लि०

  
अधिकृत हस्ताक्षर

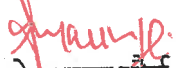
For UP Township Infrastructure Pvt. Ltd.

  
Authorised Signatory

आवेदन सं०: 202200739120703

बही संख्या 1 जिल्द संख्या 17026 के पृष्ठ 333 से 402 तक क्रमांक 6876 पर दिनांक 17/08/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
सुरेश चन्द्र सौर्य  
उप निबंधक : सदर तृतीय  
गाजियाबाद  
17/08/2022

प्रिंट करें

