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**AGREEMENT FOR LAND GIVEN ON LICENCE FOR DEVELOPMENT**

**PURPOSE :**

For speedy development of the city and to meet the growing demand for the public, it has been decided to give land on licence basis to private builders for development and construction of houses as per norms of master plan.

*[Signature]*  
MANAGER  
बालपुर विवाह मंदिर

ELDECO TOWNSHIPS AND HOUSING LTD.  
*[Signature]*  
MANAGING DIRECTOR





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**LOCATION AND ALLOTMENT :**

To achieve the above object and purposes, 17.016 Acres of land of sector-14 in Jawaharpuram Scheme of KDA situated in village Barasirohi, Tehsil and Distt. Kanpur has been allotted to M/s Eldeco Townships and Housing Limited, First Floor, Virendra Smriti Complex, 15/54-B, Civil Lines, Kanpur, a registered company

  
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कानपुर विकास प्राधिकरण

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under Companies Act, 1956 (Registration No. U45201DL2003 PLC121660) vide allotment letter No. D/185/A.A.2A/ 03-04 dated 18.09.2003 and as per the attached Map, annexure-A.

The possession of balance of 32.984 acres of land shall also be made available to M/s Eldeco Townships and Housing Ltd. within a period of one year from the

  
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date of this agreement and after receiving payment on the same terms and conditions as of this agreement and as per the bid document.

**NOW THIS AGREEMENT** Executed and registered on this day of 28th Dec., 2004 (in the year two thousand and four) between M/s Eldeco Townships and Housing Ltd. First Floor, Virendra Smriti Complex, 15/54-B, Civil

*[Handwritten Signature]*  
28th Dec  
2004  
कायदा विभाग अधिकारी

ELDECO TOWNSHIPS AND HOUSING LTD.  
*[Handwritten Signature]*  
MANAGING DIRECTOR



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Lines, Kanpur, hereinafter called the licensee (which expression shall unless the context otherwise required, include their heirs, executors, administrators and permitted assignees), on one part and Kanpur Development Authority hereinafter called the authority (which expression shall, unless the context otherwise

  
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requires, includes its successors and assignees) on the other part, does hereby provide as follows :-

1.1. The land to be given to Licensee/Developer includes the land Acquired by the State Government for the Kanpur Development Authority, Excess vacant land declared by ceiling and also the land of Gram Samaj.

  
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प्रमुख  
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- 1.2 The Cost of raw land is Rs. 628/- per Sq. Mtr. as quoted by the Licensee in his bid document.
- 1.3 In case of increase in acquisition cost by a decision of higher court, the enhanced amount shall be recovered from Licensee's allottees in case of house / plots sold to them and from the Licensee in case of unsold property.

  
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**2.0 MODE OF PAYMENT :**

The cost of land as mentioned in para 1.2 shall be payable as follows :-

- 2.1 <sup>H. I.</sup> 29.986% Cost of Raw Land has been deposited by M/s Eldeco Townships and Housing Ltd. Kanpur as per terms and conditions of bid document.

  
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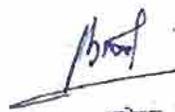
  
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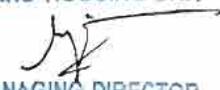
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2.2 The Balance Raw Land cost i.e. 70.014% shall be payable in 12 equal quarterly installments, bearing interest @ 15% per annum as per the sheets enclosed (Annexure-B, B1 & B2). First such installment shall be due after 10 months from the date of consent letter or after six months from the date of Agreement whichever is later, provided the

  
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राजिव  
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possession of entire land of 17.016 acres is handed over by the K.D.A. to the Licensee within one weeks time from the date of this agreement on "as is where and for construction, possession has been delivered is" basis for development purposes, as per Govt. <sup>A</sup> <sub>JY</sub>

Notification No. 5-2716 / 11-2003-500 (87) / 2001 dated 22<sup>nd</sup> May, 2003. However if due amount is not paid within a period of 3 months from the expiry of

  
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due date, Licence will liable to be cancelled as per final decision of Vice Chairman and as per the conditions mentioned in the cancellation clause No. 17 of this Agreement and no compensation shall be payable in this regard.

  
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बागदूर विभाग अधिकारी

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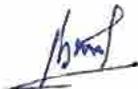
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charged on the delayed installment of Raw land cost for the delayed period only.

#### **4.0 APPROVAL OF THE SCHEME :**

4.1 However the Licensee can plan a scheme of development and construction of entire land within the prescribed bylaws of plotted / group housing schemes and can get the approval in principle of the

  
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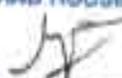
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proposals by K.D.A. This will not entitle any custody or right on the land. This provision is only to facilitate the framing of comprehensive scheme. However the Licensee will start construction and development on the land after sanction of the plan and payment of due-installment. The Licensee shall be free to advertise at his own cost provided due

  
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acknowledgement and association of K.D.A. in the advertisement format is made. The format prior to publishing is to be got approved from Vice Chairman, K.D.A. Finally before delivering possession to individual prospective purchasers of the plot / flats developed by the Licensee, K.D.A. will execute sale deeds on free hold basis in favour

  
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कानपुर विकास प्राधिकरण

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of the allottees of the Licensee. Permission for advertisement to sell shall be given after execution of agreement and furnishing Bank Guarantee.

4.2 No malba charges or water charges shall be payable by the Developer till the services are handed over to the Local Bodies.

  
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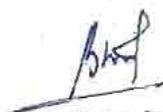


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**5.0 PROPORTION OF HOUSES IN THE SCHEME :**

5.1 10% of the usable land will have to be used for constructing of EWS / Ashray houses and sold at the fixed prices and fixed specifications as given by the Development Authority. Such type of house should not be provided at disadvantaged position.

  
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कानपुर विकास प्राधिकरण

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5.2 The Developer shall be allowed to sell only 25% of the useable area as plotted development while on rest of the land, the developer will have to construct ready built houses. 10% usable area will have to be utilized for making of group housing.

  
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2004  
मानव विकास अधिकारी

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MANAGING DIRECTOR



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5.3 The Licensee shall provide land at concessional rates to educational institutions, cultural and social organizations, police stations and community centre as provision of G.O.'s issued by housing department of U.P. Government.

  
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लॉपर  
कालपुर विभाग प्राधिकरण

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MANAGING DIRECTOR



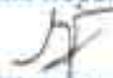
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5.4 The Licensee shall provide land free of cost to primary health center, Govt., Dispensary, Police out post (Along with cost of building), public toilets, Bus Stand, Auto / Tempo / Rickshaw stand and dumping place as per the provision of master plan.

  
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5.5. The developer shall mention specifically in the terms and conditions of registration to sell that the land has been allotted by K.D.A. on licence basis and conditions as laid down by K.D.A. for execution of sale deed in favour of allottees of developer shall be applicable.

  
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कागपुर विकास प्राधिकरण

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MANAGER DIRECTOR

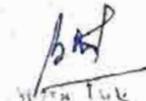


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**6. MAINTENANCE OF ACCOUNTING RECORD :**

6.1 The Licensee shall maintain accounting record in the requisite form.

  
Director  
कानपुर विकास प्राधिकरण

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MANAGING DIRECTOR



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6.2 The account so maintained shall be got audited annually by a chartered accountant within 3 months from the date of closing.

  
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ए.ए.सी.  
आयुक्त, कोयलपुर ब्लॉक

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6.3 The Licensee shall be required to furnish a copy of the audited balance sheet of the project within 6 months from the date of closing of account.

पुंजीय विभाग  
अधीन  
आयुक्त विभाग प्रमुख

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**7.0 PERIOD OF COMPLETION OF SCHEME :**

The period for completion of the services of this scheme shall be 3 years maximum from the date of work order or possession whichever is later.

  
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आयुक्त विभाग  
आयुक्त विभाग

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### 8.0 SUB-LETTING OF WORKS :

- (a) The Licensee shall have no right to sub-let the work licence.
- (b) If it is noticed that the licence has been illegally sublet by the Licensee, the V.C. K.D.A. will have the right to cancel the allotment as per the terms of the cancellation

  
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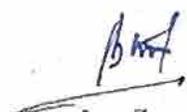
  
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mentioned in clause No. 17 of this Agreement and revoke the agreement and he / she may also take any other action as he / she deems fit.

  
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कानपुर विकास प्राधिकरण

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**9. STRUCTURE OF THE BUILDINGS :**

All the safety measures shall be taken by the Licensee in construction of group housing and allied services. The precautionary measures required for saving the building from earth quake shall also be taken as per the provision of G.O. No. 570 / 9-AA-1-2001-Earth quake resistance / (AA.BA) / 2001

  
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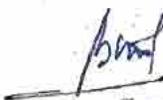
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dated 03.02.2001, G.O. No. 772/9-AA-1 dated 13.02.2001 or any subsequent order of state govt. regarding earth quake resistance shall be strictly followed.

  
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सचिव  
कानपुर विकास प्राधिकरण

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**10. EXTENSION OF TIME :**

The extension may be granted by V.C. KDA on genuine grounds and on receipt of application from the Licensee before 90 days from the date of completion as per project time schedule. But the

  
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total period of extension shall not exceed the original duration of time allotted for the project.

**11. ARBITRATION :**

11.1 If any dispute arises, regarding any matter between the Licensee and KDA, the decision of chairman K.D.A. shall be final and binding on both the parties.

  
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11.2. For deciding all the matters concerning the work in question, jurisdiction would be exclusive of the courts of Kanpur.

  
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एनिए  
कानपुर विभाग अधिकारी

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**12. EXECUTION OF SALE DEED, PAYMENT OF FREEHOLD CHARGES AND OTHER MAIN CONDITIONS OF SALE TO PROSPECTIVE PURCHASERS**

12.1 The terms and conditions of the sale are those which are contained in the form of free hold deed. The sale deed shall be executed in the prescribed Proforma after requisition is received by KDA from

  
पुणेचे निदेश  
अधिकारी  
सांगतूर विभाग कार्यालय

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the Licensee in favour of its allottees and construction of internal roads upto bituminous level is completed.

12.2 The aforesaid property shall be held by the bidder as the Licensee of the Kanpur Development Authority on the terms and conditions prescribed by the

  
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कानपुर विकास प्राधिकरण

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Authority as contained in the licence deed to be executed by the bidder / allottee.

12.3 The allottee of the Licensee will have to complete the construction of the building in accordance with plan approved by K.D.A. as per conditions of freehold deed and as per minimum specification prescribed by the K.D.A. within 5 years from the date of

  
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possession which shall be the essence of the contract.

12.4 The plot and building thereon shall not be used to a purpose other than specified in the sale deed prescribed by K.D.A. the proposed major use prescribed by K.D.A. is "Residential".

  
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12.5 The allottee of this Licensee shall be liable to pay rates, taxes, charges and assessment of every description in respect of the apportioned plot building whether assessed, charged or imposed on that plot or on the building construction.

12.6 The allottee shall not be entitled to sell, transfer assess or otherwise part with possession of the plot,

  
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before or after erection of the buildings without the previous consent in writing of the licensor.

12.7 Any money due to the K.D.A. from the Licensee or his allottee of the aforesaid property shall be recoverable as arrears of land revenue from the Licensee/allottee.

  
M. S. S. S.  
M. S. S. S.  
मन्वृत्तियोग संस्थान

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MANAGING DIRECTOR



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12.8 Any un-authorized construction by the Licensee or his allottee, is liable to be demolished in accordance with the rules/ law in force.

12.9 The allottees of Licensee shall pay free hold charges @ 12% of the proportionate cost of the land to the K.D.A., before the possession of the flat / plot individual plot / flat owners is given to him.

  
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अधीन  
श्री टी. आर. शर्मा

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**13. COST OF STAMP DUTIES :**

The Calculation of Stamp duty shall be in accordance with govt. notification No. 5-2716/11-2003-500(87) / 2001 dated 22nd May, 2003. The cost and expenses of preparation of documents, stamping and registering the licence, deed/lease deed and its copies and all other incidental

  
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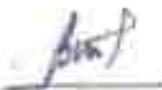
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expenses shall be paid by the prospective purchaser / Licensee. The prospective purchaser / Licensee shall pay the other duty on transfer of immovable property levied by the municipal corporation or any other duty or charges as may be levied by any other authority.

  
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**14. MISCELLANEOUS :**

14.1 Decision of the Vice Chairman KDA will be final in every matter related to the Bid Licensee / Sanction of Building Plan, Construction etc.

14.2 Kanpur courts will have exclusive Jurisdiction for adjudication of disputes on any application often received from outside Kanpur.

  
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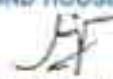
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**15. ADVERTISEMENT AND SALE :**

15.1 The Licensee shall mention specifically in the terms and conditions of registration to sell that the land has been allotted by KDA on licence basis and conditions as laid down by KDA for execution of sale deed in favour of allottees of Licensee shall be applicable.

  
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संचालक  
कांग्रेस विभागाध्यक्ष कांग्रेस

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15.2 The Licensee shall be free to advertise at his own cost provided due acknowledgement and association of K.D.A. in the advertisement format made. The format prior to publishing is to be got approved by VC-KDA.

श्रीमन्त सिंह  
सचिव  
आवास विभाग कार्यालय

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15.3 Finally before delivering possession to individual prospective purchasers of plot / flat developed by the Licensee, KDA will execute sale deed on free hold basis in favour of the allottees of the Licensee.

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**16. SURRENDER :**

If the plot / Property is surrendered, there will be following consequences.

16.1 If the bidder is not a defaulter, the deposited amount will be refunded without any interest after deduction of 20% of the deposit.

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राजिब  
कानपुर विकास प्राधिकरण

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16.2 If the bidder is the defaulter in payment, interest @ 21% on the defaulting amount will also be deducted for the defaulted period only.

**17. CANCELLATION :**

17.1 If it is disclosed that the licence of the plot property has been obtained by suppression of any fact or misstatement or misrepresentation or fraud or it is

  
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04DD 060729

(48)

noticed that the Licensee has violated any condition of the terms and conditions of the agreement etc. or the work is not being carried out according to plans and specifications as approved by KDA / And / or the work is not progressing as per time schedule mentioned in the work order, the secretary KDA,

  
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(49)

shall issue a notice to the Licensee for rectification of any lapses within 10 days time.

17.2 If the Licensee fails to comply with the conditions given in the notice issued, the Vice Chairman, KDA shall issue further notice to afford and opportunity to the Licensee to show cause within 30 days as to

  
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(51)

revocation of agreement, the Remaining work of any kind will be done by K.D.A., the cost of which will be recovered from the Bank guarantee or any other amount recoverable from the allottees or the proceeds from any other unallotted land. In case these amounts are found in sufficient, the balance

  
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(52)

will be recovered from the Licensee as arrears of land revenue.

17.5 In Addition to the above recoveries, as mentioned in clause 17.4 above, a penalty equal to 10% of the value of remaining work to be carried out by the K.D.A. shall be enforced on the Licensee. After adjusting the above amount, the balance if any from

  
सत्यमेव जयते  
भारत

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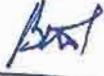
  
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the amounts recovered / recoverable from the allottees or from the unallotted land shall belong to the Licensee, the Licensee shall not dispose off any unallotted land by them selves. The actual cost of the same .i.e. existing in K.D.A. at the time of allotment, shall be paid by K.D.A. to the Licensee and its disposal shall be done by K.D.A.

  
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(54)

**NOTE :**

1. The bidder shall be the Licensee of KDA as per clause 15.1. The prospective purchaser shall formally be treated as the allottee of the KDA in whose favour sale deed will be ultimately executed by the KDA, on the specific recommendation /

  
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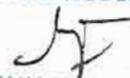
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nominations of the Licensee and on payment of the dues at his cost.

Such allottees shall pay all municipal taxes, water supply, rate / tax, maintenance, security or common expenditure etc. to the Licensee as and when the same is demanded. All such allottee will

  
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 सचिव  
 कानपुर विकास प्राधिकरण

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have to form a society for maintenance and running of common services.

2. The licensee shall be required to incorporate all conditions of free hold deed, stamps, repair maintenance and running of common service and conditions for forming a society / societies etc. in

*Prakash*

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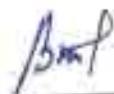
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the sale agreement to any individual / company / societies to K.D.A.

  
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**FINGER PRINTS OF EXECUTANTS**

**A. LICENSOR, KANPUR DEVELOPMENT AUTHORITY**



Left hand finger prints  
of Bhupendra Singh

Right hand finger prints  
of Bhupendra Singh

Secretary of Kanpur Development Authority, Kanpur

**B. LICENSEE, ELDECO TOWNSHIPS AND HOUSING LTD.**



Left hand finger prints  
of Shrikant Jajodia

Right hand finger prints  
of Shrikant Jajodia

Managing Director of Eldeco Townships and Housing Ltd.

  
शुभम सिंह  
सचिव  
कातपुर विकास प्राधिकरण

ELDECO TOWNSHIPS AND HOUSING LTD.

  
MANAGING DIRECTOR

**WITNESS :**

1 Signature

Name : K.B. SETH  
S/o Late Shri R.B. SETH

Age 59 years

Designation VP(O)  
M/S Eldeco Housing & Ind.  
Ltd. Lucknow.  
Residence 402, Asha Apartment  
Chhampal Chauraha  
Mahanager Lucknow  
Date 28.12.04.

2 Signature

Name Chandan Kr Shukla  
S/o, Shri P. N. Shukla

Age 39 yrs.

Designation Manager (Legal  
and Liaison)  
Eldeco Housing and Ind. Ltd.  
Residence 11/208 GCTI  
Campus, Soutor Gray KVP.  
Date 28.12.2004.

For and on behalf of the  
Kanpur Development Authority

कांनपुर विकास प्राधिकरण

Shri Bhupendra Singh

S/o Shri K.N. Singh

Designation Secretary  
Kanpur Development  
Authority, Kanpur

Date 28.12.04

ELDECO TOWNSHIPS AND HOUSING LTD.

For and on behalf of the  
Licensee, Eldeco Townships  
and Housing Ltd.

MANAGING DIRECTOR

Shri Shrikant Jajodia

S/o Late Shri P.B. Jajodia

Designation Managing Director  
Eldeco Townships & Housing Ltd.

Date 28.12.04

**ANNEXURE - B**

**DETAILS OF LAND ALLOTTED TO M/S. ELDECO TOWNSHIPS AND HOUSING LTD. IN JAWAHARPURAM SCHEME OF KANPUR DEVELOPMENT AUTHORITY IN SECTOR-14, REVENUE VILLAGE BARASIROHI, TEHSIL & DISTRICT - KANPUR NAGAR**

| S. No | Khasra No.   | Total Area (In Hectare) | Area of Proposed excess vacant land under ceiling (In Hectare) | Proposed Land for Allotment (In Hectare) (3 - 4) | Unacquired land (In Hectare) |
|-------|--------------|-------------------------|--|--|------------------------------|
| 1     | 2            | 3                       | 4  | 5  | 6                            |
| 1.    | 481          | 1.576                   | 0.356  | 1.220  | -                            |
| 2.    | 493          | 0.543                   | 0.178  | 0.365  | -                            |
| 3.    | 492          | 0.369                   | -  | 0.369  | -                            |
| 4.    | 491          | 0.728                   | -  | 0.728  | -                            |
| 5.    | 490          | 1.854                   | 0.010  | 1.844  | -                            |
| 6.    | 499          | 1.782                   | 0.512  | 1.270  | -                            |
| 7.    | 514+515      | 0.123                   | -  | 0.123  | -                            |
| 8.    | 516          | 0.626                   | 0.100  | 0.526  | 0.100                        |
| 9.    | 498          | 0.041                   | -  | 0.041  | 0.011                        |
| 10.   | 497          | 0.051                   | -  | 0.051  | 0.014                        |
| 11.   | 496          | 0.646                   | 0.100  | 0.546  | 0.257                        |
| 12.   | 495          | 0.379                   | 0.191  | 0.188  | -                            |
|       | <b>TOTAL</b> | <b>8.718</b>            | <b>1.447</b>   | <b>7.271</b>                                     | <b>0.382</b>                 |

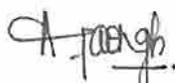
OR

17.959 Acres      0.943 Acres

Net Allotted Land : 17.959 - 0.943 = 17.016 Acres

  
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 कानपुर विकास प्राधिकरण

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 MANAGING DIRECTOR

  
 Exn

**ANNEXURE - B1**  
**CALCULATION OF 12 QUARTERLY INSTALMENTS WITH**  
**INTEREST @ 15%**

|   |   |            |                 |
|---|---|------------|-----------------|
| Area Allotted   | : |            | 17.959 Acres    |
| Area Unacquired   | : |            | 0.943 Acres     |
| Net Area Allotted                                       | : |            | 17.016 Acres    |
| Cost of net Allotted Area @<br>628/Sqm x 68862.800 Sqm. | : | Rs.        | 43245843.74     |
|   |   | <b>Say</b> | Rs. 43245844.00 |
| Less Amount Paid  | : | Rs.        | (-) 12968000.00 |
| Net Balance to be paid                                  | : | Rs.        | 30277844.00     |
| Amount of 12 Equal Quarterly                            | : | Rs.        | 2522989.33      |
| Instalments without interest                            |   | <b>Say</b> | Rs. 2523000.00  |

  
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 कागधुः विकास प्राधिकरण

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**ANNEXURE - B2**

| S. No | Capital Amt. (Rs.) | Instalment without Interest (Rs.) | Amount of Interest @ 15% (Rs.) | Total Due Instalments (Rs.) | Due Date |
|-------|--------------------|-----------------------------------|--------------------------------|-----------------------------|----------|
| 1     | 30277844.00        | 2523000.00                        | 2270838.00                     | 4793838.00                  | 28.06.05 |
| 2     | 27754844.00        | 2523000.00                        | 1040807.00                     | 3563807.00                  | 28.09.05 |
| 3     | 25231844.00        | 2523000.00                        | 946194.00                      | 3469194.00                  | 28.12.05 |
| 4     | 22708844.00        | 2523000.00                        | 851582.00                      | 3374582.00                  | 28.03.06 |
| 5     | 20185844.00        | 2523000.00                        | 756969.00                      | 3279969.00                  | 28.06.06 |
| 6     | 17662844.00        | 2523000.00                        | 662357.00                      | 3185357.00                  | 28.09.06 |
| 7     | 15139844.00        | 2523000.00                        | 567744.00                      | 3090744.00                  | 28.12.06 |
| 8     | 12616844.00        | 2523000.00                        | 473132.00                      | 2996132.00                  | 28.03.07 |
| 9     | 10093844.00        | 2523000.00                        | 378519.00                      | 2901519.00                  | 28.06.07 |
| 10    | 7570844.00         | 2523000.00                        | 283907.00                      | 2806907.00                  | 28.09.07 |
| 11    | 5047844.00         | 2523000.00                        | 189294.00                      | 2712294.00                  | 28.12.07 |
| 12    | 2524844.00         | 2524844.00                        | 94682.00                       | 2619526.00                  | 28.03.08 |
|       |                    | <b>30277844.00</b>                | <b>8516025.00</b>              | <b>38793869.00</b>          |          |

  
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 मनीश सिंह  
 अध्यक्ष  
 कागपुर विकास प्राधिकरण

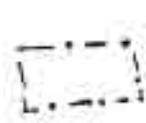
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 \_\_\_\_\_  
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Site Plan of Jawaharpuram Seta  
 Kanpur Development Authority in Sect. 100  
 at revenue village BARASIROHI, Tehsil and Distt.  
 Kanpur Nagar

Net Area allotted  
 = 17.016 Acres.

CEILING LAND : █  
 GRAM SAMAT : █  
 ACQUIRED LAND : █  
 UNACQUIRED LAND : █



मैंगलिको को  
 प्रथम वण में ली  
 जाये वाली क्षति.

*(Signature)*  
 (B.P. Manya.)  
 Asst. Engr.

*(Signature)*  
 (K.B. Sethi)  
 V. & P. S. S. S. S.  
 Eldeco

*(Signature)*  
 कानपुर विकास प्राधिकरण

ELDECO TOWNSHIPS AND HOUSING LTD.  
*(Signature)*  
 MANAGING DIRECTOR

LICENSOR

LICENSEE