

10337



Subregistrar First Muzaffarnagar
AGREEMENT

Value For Stamp :- 94,50,000/-
Stamp Duty :- 6,62,000/-

Agreement in pursuance of grant dated 01.11.2020 granted by the U.P. Sunni Central Waqf Board, Lucknow with respect to Waqf No. 3275, Bibipur Muzaffarnagar vide Office Memorandum dated 05.11.2020.

BETWEEN

U.P. Sunni Central Waqf Board (PAN No. AAAAU9138J)
3-A, Mall Avenue, Lucknow-226001 (regarding Waqf no. 3275 Bibipur Muzaffarnagar) through Authorized signatory and representative C.I. (R) Dilshad Khan Warsi S/o Mustqim Khan R/o MIG 381, LDA Colony Tikait Rai Talab Rajaji Puram Lucknow.

FIRST PARTY

(hereinafter referred as First Party)

First Party.....

Second Party.....

For Dwarika Project Ltd.



:: 2 ::

AND

M/S Dwarika Balaji (PAN-AABAD2075J) (regd Consortium) through lead member M/S Dwarika Project Ltd which is a registered company under Companies act 1956 having its registered office at 2, Park end Vikas Marg, Delhi through its Director Shri Raj Kishore Verma S/o Shri Raghubeer Singh R/o A-30, Sector-49, Noida, Gautam Buddh Nagar (U.P.) - 201301

SECOND PARTY

(hereinafter referred as Second Party)

Whereas the Second Party is developing housing project on Jansath Road and had sought the permission from the Government for developing an Integrated Township and the State Government has granted the permission for developing housing Integrated Township. The property, the detail of which is given at the end of this agreement in "Schedule-A" is coming in the middle of the project and the approach of the property is through Chakroad only. The Second Party had approached the first party vide Application dated 20.10.2020 regarding seeking permission to develop the small housing project over the Waqf land bearing Khasra No. 72 Area 0.1890 hectare situated at Village Bibipur, Pargana & Tehsil Sadar, District Muzaffarnagar. The matter was taken up before the Board and the Board has granted the permission vide its order dated 01.11.2020 under powers conferred to board under Section 32(4) of the Waqf Act, 1995.

The First Party has issued an Office Memorandum dated 05.11.2020 with respect to the permission granted by the First Party vide order dated 01.11.2020 issued by the Board.

First Party.....

Second Party.....

For Dwarika Project Ltd.

Signature

आवेदन सं०: 202100708024154

पट्टा विलेख (30 वर्ष से अधिक)

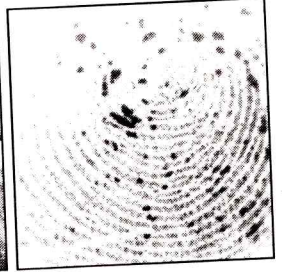
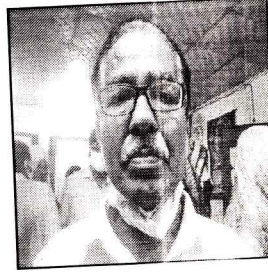
वर्ष: 2021

बही सं०: 1

रजिस्ट्रेशन सं०: 10337

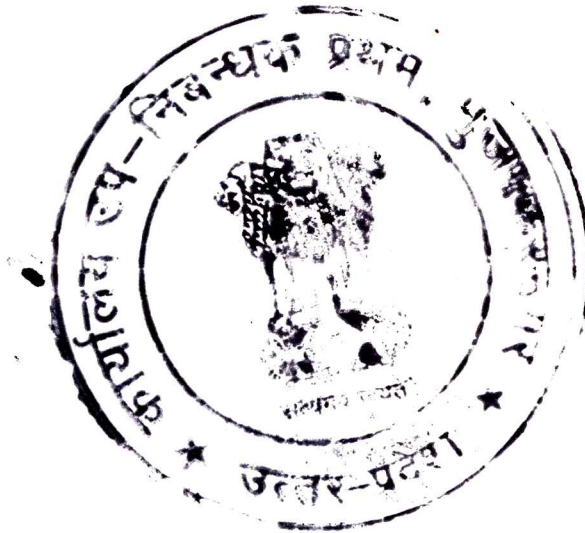
प्रतिफल- 9450000 स्टाम्प शुल्क- 662000 बाजारी मूल्य - 9450000 पंजीकरण शुल्क - 94500 प्रतिलिपिकरण शुल्क - 60 योग : 94560

श्री यू०पी० सुन्नी सैन्ट्रल वक्फ बोर्ड द्वारा
दिलशाद खान वारसी अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री मुस्तकीम खान
व्यवसाय : अन्य
निवासी: एम०आई०जी० 381 एल०डी०ए० कालोनी टिकैत राय तालाब राजाजीपुरम
लखनऊ

श्री, यू०पी० सुन्नी सैन्ट्रल वक्फ बोर्ड द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक
01/09/2021 एवं 02:01:38 PM बजे
निबंधन हेतु पेश किया।

दिलशाद खान वारसी अधिकृत
पदाधिकारी/ प्रतिनिधि



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



अनिरुद्ध कुमार यादव
उप निबंधक :सदर प्रथम
मुजफ्फरनगर
01/09/2021

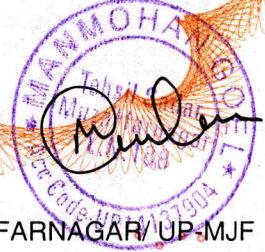
राजाराम . लिपिक
निबंधक लिपिक



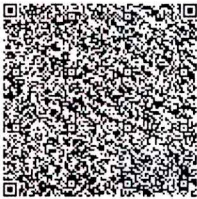
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No.	: IN-UP46149047083304T
Certificate Issued Date	: 27-Aug-2021 02:57 PM
Account Reference	: NEWIMPACC (SV)/ up14137904/ MUZAFFARNAGAR/ UP-MJF
Unique Doc. Reference	: SUBIN-UPUP1413790480343773162970T
Purchased by	: MS DWARIKA BALAJI
Description of Document	: Article 35 Lease
Property Description	: LAND SITUATED AT VILL-BIBIPUR MUZAFFARNAGAR
Consideration Price (Rs.)	:
First Party	: UP SUNNI CENTRAL WAQF BOARD
Second Party	: MS DWARIKA BALAJI
Stamp Duty Paid By	: MS DWARIKA BALAJI
Stamp Duty Amount(Rs.)	: 6,62,000 (Six Lakh Sixty Two Thousand only)



E-STAMP
LOCKED BY: *Handwritten signature*

.....Please write or type below this line.....

Handwritten signature

For Dwarika Project Ltd.

KC 0004140406

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

बही सं०: 1

रजिस्ट्रेशन सं०: 10337

वर्ष: 2021

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाता: 1

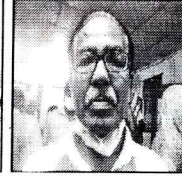
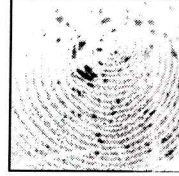
श्री यू०पी० सुन्नी सैन्ट्रल वक्फ बोर्ड के द्वारा दिलशाद खान वारसी, पुत्र श्री मुस्तकीम खान

निवासी: एम०आई०जी० 381 एल०डी०ए० कालोनी टिकैत राय तालाब राजाजीपुरम लखनऊ

व्यवसाय: अन्य

पट्टा गृहीता: 1

[Signature]



श्री मैसर्स द्वारिका बालाजी के द्वारा राजकिशोर वर्मा के द्वारा आलोक अरोरा, पुत्र श्री धर्मपाल अरोर

निवासी: इन्द्रा कालोनी मु०नगर

व्यवसाय: अन्य

[Signature]



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री ए०जी० जैन, पुत्र श्री आनंद कुमार जैन

निवासी: 136 नई मण्डी पट्टेनगर मु०नगर

व्यवसाय: अन्य

पहचानकर्ता: 2

[Signature]



श्री आशीष चौधरी, पुत्र श्री जयवीर सिंह

निवासी: 1248/85ए, संतोष विहार, सरकूलर रोड मु०नगर

व्यवसाय: अन्य

[Signature]



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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Signature]

अनिरुद्ध कुमार यादव
उप निबंधक: सदर प्रथम
मुजफ्फरनगर

राजाराम . लिपिक
निबंधक लिपिक

202100708024154

Under the permission granted to the Second Party for developing the land, the details of which are given below at the end of this agreement in Schedule of Land, the Second Party was to deposit Rs. 10,50,000/- as development charges with the Board. And further to pay Rs. 60,000/- per annum to the Waqf in the office of the Waqf Board. As per the permission dated 01.11.2020 the Second Party is to execute a registered Agreement with the First Party regarding the Development Agreement.

Therefore, both the parties are executing the present Agreement in pursuance to the permission of the Waqf Board dated 01.11.2020 notified by the Office Memorandum dated 05.11.2020 on their sweet will without any coercion and compulsion before the witnesses on the following terms:

1. That the Second Party in terms of the permission dated 01.11.2020 and Office Memorandum dated 05.11.2020 has deposited the development charges Rs. 10,50,000/- (Rupees Ten Lac Fifty Thousand only) with the First Party through RTGS No. SBINR- 12020110500000771; in Account No. 20296487891 Allahabad Bank, Hussainganj, Lucknow belonging to the First Party in terms of the grant dated 01.11.2020 and Office Memorandum dated 05.11.2020.
2. That the Second Party has further deposited Rs. 60,000/- (Rupees Sixty Thousand only) with the First Party through NEFT No. SBIN-220309749070; in Account No. 20296487891 Allahabad Bank, Hussain Ganj, Lucknow belonging to the first party in terms of the grant dated 01.11.2020 and Office Memorandum dated 05.11.2020.
3. That the Second Party shall develop the property, the details of which is given below at the end of this agreement in Schedule of Land, for the housing project for the welfare of

First Party.....



Second Party.....

For Dwarka Project Ltd.

.....h. Signator



:: 5::

the people of Muzaffarnagar City As per the Layout Plan approved by the Development Authority.

4. That for the development of the property, the Second Party will be entitled to raise permanent construction for the housing projects as desired by the Second Party and for that if the Second Party wants to create charge and lien on the constructed structure created by the second party, the second party will be entitled for the same, but the second party will not create any charge on the Waqf property.
5. That the Second Party will be entitled to use the structure created for housing development by the Second Party in any way second party desires to use. The second Party will also be entitled to transfer the structure developed by the Second Party to third party for residential purpose for which the permission has been granted to second party, but the second party will have to deposit regularly the grant amount of Rupees 60,000/- per annum in terms of the permission dated 01.11.2020 and Office Memorandum dated 05.11.2020.
6. That if the Second Party commits default in the payment of grant/annual charges @ Rs. 60,000/- per annum as mentioned in order dated 01.11.2020, the Waqf Board will be at liberty to cancel the permission granted by the aforesaid order.
7. That the second party will also be at liberty to lease out the constructed premises to any person, company or firm for residential purposes as per the desire of second party. While creating the third party interest in respect to the structure standing upon the land no third party interest shall be created in respect to the Waqf land.

First Party....



Second Party

For Dwarika Project Ltd.



Authorized Signatory



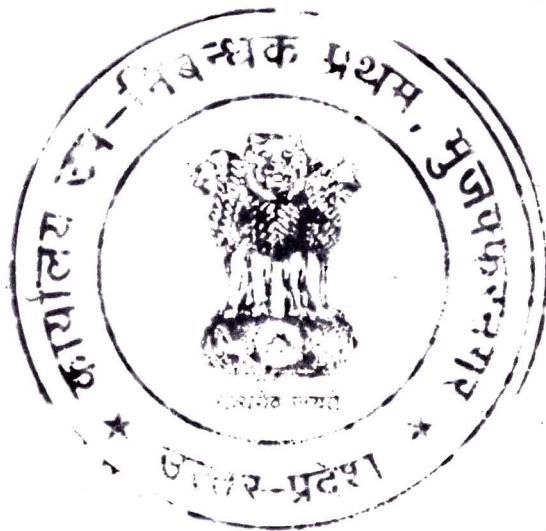
8. That the second party shall be at liberty to raise the construction on the Waqf land as per their choice for which no separate permission shall be required but the construction shall be raised in accordance with the bye laws framed by the State Government and the Development Authority. However, the construction shall be raised by the Second Party upon the Waqf land after obtaining the due permission / sanction of building plan from the development authority.
9. That the Second Party shall be entitled to obtain electricity, water, telephone connections etc. or any license from the concerned authority and he shall be liable for the payment of house Tax, Development Tax, Water Tax, etc. for which the First Party shall not be responsible.
10. That the First Party shall fully cooperate with the Second Party to carry out the object of present agreement and no party shall be permitted to violate any terms of the agreement. The possession of Waqf property/Land to this agreement has been duly handed over to the representative of Second Party by the authorized signatory of the First Party.
11. That in future, if on account of any change in the Waqf laws, a circumstances arose to withdraw the land for any unavoidable circumstances, in that event, the first party will give 3 years advance notice to the Second Party to handover the possession and in that eventuality, the First Party shall be entitled to pay the market price of the Building development prevailing at that time which shall be determined by the Government approved valuer and only after the payment of aforesaid amount, the First Party shall be entitled to take back the possession of the land. This document is not a transfer of title of property/land but mere license to raise construction by the pleasure of first party as per orders of Waqf Board dated Nov. 01, 2020.

First Party.....



For Dwarika Project Ltd.
Second Party.....
Authorized Signatory





Whereas, the present agreement has been executed between the parties on First Day of September 2021 at Muzaffarnagar consisting of 1 to 11 conditions which has been read and understood by both the parties and the agreement is executed without any pressure and coercion and are acceptable and signed by the parties.

SCHEDULE OF LAND

Land having Khasra No. 72, Area 0.1890 Hectare situated at Village Bibipur, Pargana & Tehsil Sadar, District Muzaffarnagar belonging to Waqf, Masjid Beech Wali, Waqf No. 3275, Bibipur Muzaffarnagar. The Boundaries of which are given below:-

East : Khasra No. 73, Village Bibipur
West : Khasra No. 71, Village Bibipur
North : Chakroad 7.5 ft Wide Shernagar
South : Chakroad 11.5 ft Wide Bibipur

First Party.....



For Dewarika Project Ltd.
Second Party.....
.....atory



Witness : (A).....



Ashish Chaudhary
ASHISH CHAUDHARY
S/o Jaiveer Singh
1248/85 A
Santash Vihar,
Circular Road
muzaffarnagar (U.P.)

(B) ..N. Nagaraj K. Jain

S/o A.K. Jain
136 Pitel Nagar
New market
Muzaffarnagar



आवेदन सं०: 202100708024154

बही संख्या 1 जिल्द संख्या 12478 के पृष्ठ 399 से 412 तक
क्रमांक 10337 पर दिनांक 01/09/2021 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Handwritten signature in red ink.

अनिरुद्ध कुमार यादव

उप निबंधक : सदर प्रथम

मुजफ्फरनगर

01/09/2021