

Z-13677/4



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP16770967438287T
Certificate Issued Date : 27-Jul-2021 03:25 PM
Account Reference : NEWIMPACC (SV)/ up14353104/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference : SUBIN-UPUP1435310410981883340787T
Purchased by : TRYAMBAKAM DEVELOPERS
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : LAND, KHASRA NO. 1102(P) AND OTHER KHASRAS NUMBERS, VILLAGE-MADIYAON, BKT, LUCKNOW
Consideration Price (Rs.) :
First Party : TRYAMBAKAM DEVELOPERS
Second Party : SAHARA INDIA SAHKARI AWAS SAMITI LTD
Stamp Duty Paid By : TRYAMBAKAM DEVELOPERS
Stamp Duty Amount (Rs.) : 36,15,000
(Thirty Six Lakh Fifteen Thousand only)

Verified

STAMP PAPER USED



Registration Assistant
Bakhshi Ka Talab
Lucknow

SUB REGISTRAR
Bakhshi Ka Talab
Lucknow

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



[Handwritten Signature]

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KC 0004521054

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.



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INDIA NON JUDICIAL

Government of Uttar Pradesh



e-Stamp

Certificate No. : IN-UP16779621284096T
Certificate Issued Date : 27-Jul-2021 03:29 PM
Account Reference : NEWIMPACC (SV)/ up14353104/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference : SUBIN-UPUP1435310421904531825865T
Purchased by : TRYAMBAKAM DEVELOPERS
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : LAND,KHASRA NO. 1102(P) AND OTHER KHASRAS NUMBERS,VILLAGE-MADIYAON,BKT,LUCKNOW
Consideration Price (Rs.) :
First Party : TRYAMBAKAM DEVELOPERS
Second Party : SAHARA INDIA SAHKARI AWAS SAMITI LTD
Stamp Duty Paid By : TRYAMBAKAM DEVELOPERS
Stamp Duty Amount(Rs.) : 1,000
(One Thousand only)



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Statutory Alert:

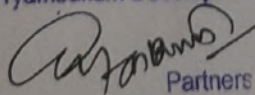
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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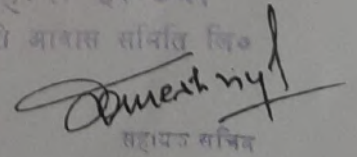
Brief Description Of The Instrument In Short

- | | | | |
|----|---|----|--|
| 1 | Nature of Land | :: | Non-Agriculture |
| 2 | Ward/Pargana Mahona | :: | Mahona |
| 3 | Village | :: | Village Madiyaon, |
| 4 | Description of Property | :: | Khasra Plot Number as per Schedule 1 of this Development Agreement, situated at Village Madiyaon, Tehsil - B.K.T. Pargana Mahona and District Lucknow. |
| 5 | Unit of Measurement | :: | Hectare |
| 6 | Area of Property (land) | :: | 7683.41 Sq. Mtr. |
| 7 | Position of Road (As per Parishisth) | :: | More than 500 meters away from Sitapur Road |
| 8 | Other descriptions | :: | NIL |
| 9 | Total area of property (In case of Multi storey building) | :: | Not applicable |
| 10 | Total covered area | :: | Not applicable |
| 11 | Value of Trees | :: | No trees hence, Not applicable |
| 12 | Boarding/ Well/others | :: | Not applicable |
| 13 | Year of Construction | :: | Not applicable |
| 14 | Whether related to member of Cooperative Housing Society | :: | No |
| 15 | Market Value | :: | Rs. 5,16,05,483/- |
| 16 | Stamp Duty Payable | :: | Rs. 36,16,000/- |
| 17 | No. of First Party (FIRST PARTY) | :: | One |
| 18 | No. of Second Parties (SECOND PARTIES) | :: | One |

M/s Tryambakam Developers


Partners

सहायक इण्डिया
सहायक आवास सचिव जि०


सहायक सचिव

Valuation :- Rs.5,16,05,483/-
Stamp Duty :- Rs. 36,16,000/-

JOINT DEVELOPMENT AGREEMENT

This Agreement is executed at Lucknow on 27th day of July, 2021.

BY & BETWEEN

M/s. Tryambakam Developers, (PAN – AARFT5889R) a Partnership firm and having its Office at 11A, Bramha Nagar, Sitapur Road, Nirala Nagar, Lucknow (U.P) -226020 through its Partner **Mr. Chandra Prakash Sharma S/o Shri Durga Prasad Sharma** duly authorized by all partner through authority letter dated 10/07/2021 (Hereinafter referred to as the “Developer” which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

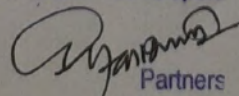
AND

Sahara India Sahkari Avas Samiti Ltd., (PAN - AAGFS9037D), a registered Cooperative Housing Society having its registered Office at 1, Kapoorthala Complex, Aliganj, Lucknow, with its registration no. 1469 duly merged vide order no 387 dated 9.8.1999 of Dy. Housing Commissioner/Dy Registrar, U.P. Housing & Development Board, which society is affiliated to U.P Sahkari Avas Sangh Ltd. through its Asstt. Secretary **Mr. Somesh Pratap Singh son of Mr. L.S. Tomar** (hereinafter referred to as “Land Owner/Society”) which term shall where the context so admits include its heirs, legal representatives, assignees, successors, executors and administrators;

Hereinafter all the party mentioned above are collectively referred to as “Parties” and individually as “Party”, as the context demands.

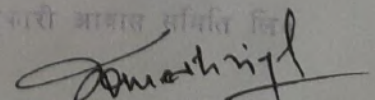
WHEREAS:

M/s Tryambakam Developers


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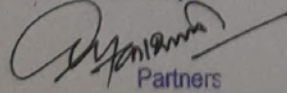
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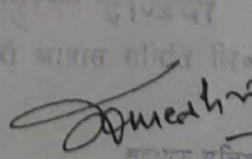


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- A. The Land Owner/Society is in possession of and title holder/absolute owner of all and singular pieces or parcels of measuring **7683.41 Sq. mtr.** undeveloped Land bearing part and parcel of Khasra No. 1360/1102, 1101(Part), 1110(Part), 1102(Part), 1103(Part), 1112(Part) situated at Village Madiyaon, Tehsil Bakshi Ka Talab, Distt. Lucknow, (hereinafter referred to as "**Project Land**"). as more particularly marked with red colour in khasra map.
- B. To achieve the aims and object of Society & to provide residential flats/houses/plots etc to its members, the Land Owner/Society prepared a scheme to construct flats/residential plot/houses etc. over the said Project land in which approx. 1.24 lacs sqft FSI shall be available for development and allotments to its members.
- C. The Land Owner/Society tried to explore all its resources for making the fund available for carrying out the said project but could not get satisfactory arrangements.
- D. In the best interest of the aim and objects of the Society and the project and for the ultimate good and benefit of its members, the Land Owner/Society vide its resolution to invite offer from builders/developers for carrying out the said project and accordingly invited the offers which are reiterated in this agreement.
- E. Amongst the offer received by Land owner/Society, the offer of the Developers was found most optimal in the interest of the project, which was accepted by board of the society and initially confirmed through the resolution dated 18/06/2021 and the terms and condition herein after contained have been finally approved by the same resolution and subsequently accepted by the Developers.

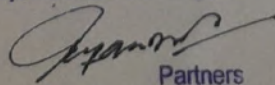
M/s Tryambakam Developers

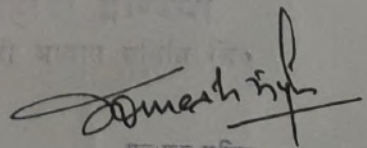

Partners

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सहायक सचिव

- F. The Land Owner/Society has represented and warranted that the Project Land is free from all sorts of encumbrances, charges, litigation, disputes, liens, claims, lease, and the same is not subject matter of any security against loans taken by the Land Owner/Society or third parties and the Project Land is fully marketable.
- G. Except the Land Owner/Society, no other person has any right, or interest in the Project Land in any manner whatsoever and the Land Owner/Society have full power and authority to enter into this Agreement.
- H. The subject matter of the present Agreement is the Project Land. Since the Project Land is undeveloped and have no road, sewage, water etc, the Parties hereto have agreed collaborate their resources for the development of said Project land. The Developer shall be entitled to undertake the development and construction of the Project on the Project Land as per the approved plans to be derived by the Developer along with all permissions and approvals as may be required as per applicable laws/rules/regulations.
- I. That the Land Owner/Society has placed the entire land at the disposal of the Developers for its development as per the plan, drawing and designs and other relevant specifications and details, approved by the society. The Developers shall have first priority to achieve the available FSI of said Project Land through Group Housing Development and if any obstacle comes then Developers shall have option to change the plan of Group Housing into Plotted development or any other development in the interest of project & its members of Society. Further developers shall erect number of plots/flats/ houses and building/structure on the said Project Land and in conformity with the plan, drawing & elevations and complete all the said work with the materials of standards quality as per specifications of PWD and workman like manner, and to the satisfaction of the Architect and will in all respects comply with and abide by the true intent and manner of the said specification, plans, drawings & elevations as mutually decided.

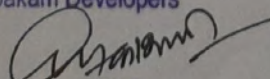
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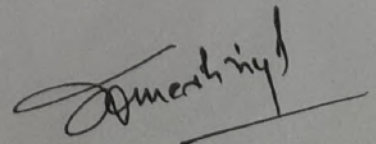

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- J. The Developers shall finish the development work and complete the said building/ structures of flats/plots/houses **within 3 years** and if the said work is not completed before the said time, the Land Owner/Society shall have right to rescind this agreement. Provided that if Developers is prevented by any strike among the workman or by reason of any event beyond its control or any Government order, ordinance, decree/order of any court or by the acts of God the said Society may extent the time for completion of the works for such reasonable period as it may think fit.
- K. That subject to the provisions of clause hereinafter, the Developers after the above work or during the continuation of the project shall allot specific flats/plots/houses to the specific member of society, on the recommendation of society from time to time or its own, subject to the approval of the society.
- L. That after completion of the project and settlement of accounts of the Developers, the entire completed project shall be handed over to the Land Owner/Society for its future maintenance and upkeep etc. and the Land Owner/Society shall be at liberty to carry out the maintenance and upkeep by itself or handover the same to any other Authorizes/Local Bodies/Association/Society, as per rules and regulations prevalent and permitted under the law for the time being in force. Further the Society shall have right to charge Monthly maintenance charges (MMC), One Time maintenance Charges (OTM) and other charges from prospective purchaser of plot/flats/house as per rules and regulations of the society.
- M. The Developer and Land Owner/Society executed this Joint Development agreement regarding land bearing Khasra No. 1360/1102, 1101(P), 1110(Part), 1102(Part), 1103(Part), 1112(Part) measuring area **7683.41 sq.mtr. only** situated at Village Madiyaon, Tehsil Bakshi ka Talab, Pargana Mahona, Distt. Lucknow.
- N. The Parties hereto have agreed to capture their understandings by entering into this binding Agreement.

M/s Tryambakam Developers


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- O. The Developers shall deposit **an amount of Rs. 50 lacs (Rupees Fifty Lacs)** bearing demand draft no. 097063 of Rs. 25 Lacs drawn on HDFC Bank and demand draft no. 808636 of Rs. 25 Lacs drawn on State Bank of India **as security** with the Land Owner/Society, which shall be refunded/settled on completion of the project.
- P. In view of above the Land Owner hereby grants certain development rights (hereinafter referred to as "**Development Rights**") in respect of the Project Land to **Developer** on the terms and conditions as contained herein.
- Q. The Parties, relying upon the confirmations, representations and assurances as made by each other to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in this Joint Development Agreement in good faith, are now desirous and willing to execute this Joint Development Agreement on the terms and conditions as contained hereinafter.

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

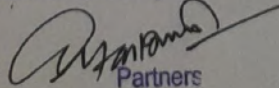
That the subject matter of this Agreement is the Development Rights of the Project Land admeasuring **7683.41 Sq Mtr** at Village Madiyaon, Tehsil B.K.T., District Lucknow as more particularly marked with red colour on Khasra map.

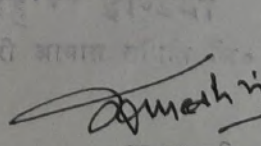
RULES OF INTERPRETATION

In this Agreement, unless the context otherwise requires:

- headings are for convenience only and shall not affect interpretation;
- words denoting the singular number shall include the plural and vice versa;
- words denoting any gender shall include all genders;
- words denoting persons shall include bodies of persons and corporations and vice versa;
- where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;

M/s Tryambakam Developers


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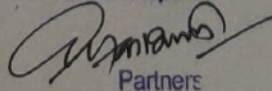
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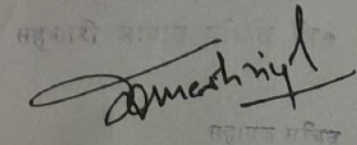
- (f) References to any Party shall include the Party's successors and permitted assigns;
- (g) References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;
- (h) Documents executed pursuant to this Agreement shall form part of this Agreement;
- (i) Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- (j) Reference to this Agreement to "Recitals" and "Clauses" are to the recitals and clauses of this Agreement;
- (k) If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

1. **Definitions- In this Agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meaning:**

- (i) **"Agreement"** shall mean this agreement including all its Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
- (ii) **"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- (iii) **"Approvals"** shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions, renewals, extensions, registrations and approvals as may be required from any Governmental Authority or from any other person or under any Applicable Law, as the case may be, for the development of the Project;

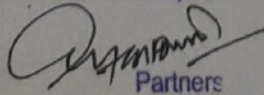
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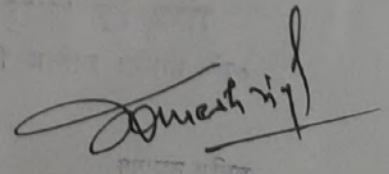

Partners


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- (iv) "Development Rights" shall refer to the entire development rights of the Project on the Project Land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:
- (a) Enter upon and take sole possession and control of the Project Land and every part thereof for the purpose of developing the Project;
 - (b) Carry out the construction / development of the Project (as defined herein) and remain in sole possession, control of peaceful enjoyment of the Project Land or any part thereof until the completion of development of the Project and marketing, leasing or sale of the saleable area on the Project Land and every part thereof.
 - (c) To exercise full, free, uninterrupted, exclusive and irrevocable marketing, leasing, licensing or sale rights on the Project Land by way of sale or any other manner of transfer or creation of third-party rights therein and enter into agreements with such transferees as it deems fit and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the Project Land thereto;
 - (d) To apply for and obtain from the relevant authorities including the Real Estate Regulatory Authority all registrations and Approvals for development and construction of the Project;
 - (e) Appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

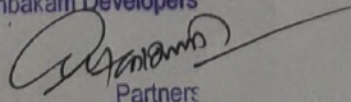
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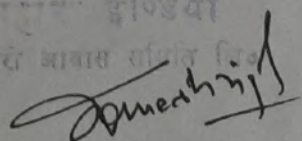

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- (f) Make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewerages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed Project to be developed on the Project Land as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as Developer deems fit;
- (g) Deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Project necessary for the full, free, uninterrupted and exclusive development of the Project Land, the development of and construction of the Project on the Project Land;
- (h) To launch the Project for sale in such phrases as is deemed appropriate by Developer as per rules and regulations;
- (i) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing or sale of the Project Land and appear before the jurisdictional Sub Registrar towards registration of the documents at its own cost and expenses, as envisaged herein;
- (j) To deposit and submit any fees and charges including EDC, IDC and City Development Charges relating to the Project Land and to receive all refunds of all amounts from the relevant authorities.
- (k) Take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law;

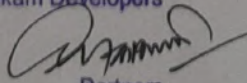
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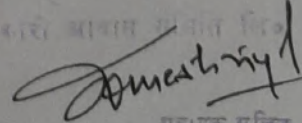

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- (l) To ensure and have the Project Land officially partitioned and / or demarcated, and any error of omission and / or commission in the revenue records
- (m) Generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights, as elaborately stated in this Agreement;
- (v) "**Effective Date**" shall mean the date of execution and completion of registration of this Agreement;
- (vi) "**Encumbrances**" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction on use, voting rights, 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 other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- (vii) "**Governmental Authority**" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;

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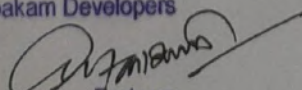
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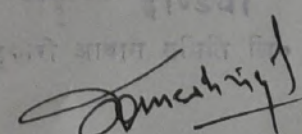
- (viii) "**Marketing**" (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by Developer for sale of the Project, fixation of price, and the allotment, sale or any other method of disposal, transfer or alienation, of the developed area including the receipt and acceptance by Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;

2. BASIC AGREEMENT

- 2.1 The Developer shall develop, construct and complete the Project on the Project Land according to the terms and conditions as set forth hereinafter in this Agreement.
- 2.2 The Developer represents to the Land Owner that the Developer is authorized and licensed to perform the development of the Project on the Project Land and the Developer has the relevant experience for the construction of projects of similar size and complexity as the Project.
- 2.3 The basic understanding between the Parties hereto is that the Land Owner shall hand over the Project Land to the Developer, and the Developer shall, at its own cost and expense, design, develop, construct, market and sell the units of the Project. In consideration of the Land Owner granting irrevocable development rights on the Project Land, including right to market, sell the units of the Project and handing over the Project Land with vacant possession thereof.
- 2.4 The Project Land shall be handed over by the Land Owner to the Developer for the development of the Project (defined hereinbefore) in accordance with the terms and conditions of this Agreement and as per applicable laws.
- 2.5 Land Owner/Society state and confirm that the development and construction on the Project Land shall be undertaken by the Developer in terms of this Agreement, and the Developer shall obtain all approvals, sanctions and licenses, etc., from competent authority(s), and Land Owner/Society shall not claim any right of development over the Project Land .

M/s Tryambakam Developers


Partners

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- 2.6 The Developer shall ensure that there are no breaches in respect of the conditions of the approval, permission and license, etc., granted/to be granted to the Developer for the development of the Project on the Project Land.
- 2.7 It is also understood and agreed between the Parties that all compliances in respect of the Project Land and the Project shall solely be of the Developer and all rights, title and interest with respect to development, construction, sale and marketing of the Project in or upon the Project Land shall vest solely with the Developer. In case of any misunderstanding and/or confusion in respect of this Agreement or otherwise it is in the light of this clause that the present Agreement is to be read at all times.

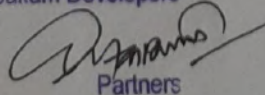
3. EXCLUSIVE IRREVOCABLE RIGHTS TO DEVELOP

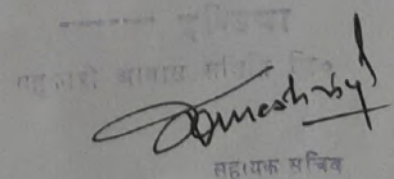
- 3.1 For the Consideration reserved herein and to be paid to the Land Owner as mentioned in this Agreement, the Developer has been irrevocably granted, assigned, transferred all rights, title and interest in respect of development, construction and sale of the Project Land, along with undivided, impartible rights in the Project Land as shown in site plan.
- 3.2 The Land Owner hereby entrust, handover and give exclusive irrevocable rights to the Developer to take exclusive possession of the Project Land and to demolish existing structures, if any, and further to construct and develop on the Project Land in accordance with law and all other applicable sanctions and permits including approved building plans and to market and sell the Project.

4. CONSIDERATION

- 4.1 It has been agreed between the Parties that the consideration against permissible FSI of the project land for purpose of this agreement ("**Consideration**"), the Developers shall pay at least Rs. 4.5 Crore to Land Owner/Society or as mutually decided by both parties. The same shall be considered as full and final consideration after payment of said considered

M/s Tryambakam Developers


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to Land Owner/Society under this agreement. The total develop portion of the project land shall be exclusive share of Developers after payment of said consideration to Land Owner/Society (hereinafter referred to as the "Developer's Share").

- 4.1 Other than the Consideration reserved in this Agreement, Land Owner shall not be entitled to any further payments or consideration.
- 4.2 The Parties hereto agree that the Developer shall be entitled to market, sell, collect the sale proceeds, Sign agreements for the units in the Project. The Land Owner has further stated that the Project Land is free from all charges, encumbrances, liens, disputes, mortgage etc.
- 4.3 The Developer shall have the sole and exclusive right to develop and construct, along with all its compounding and statutory rights upon the Project Land, market and sell the Project. The right to market, sell and receive the proceeds of the Units in the Project shall at all times exclusively rest with the Developer and the Developer shall be entitled to do so upon the execution of this Agreement.

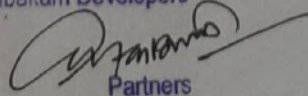
5. POWER OF ATTORNEY (POA)

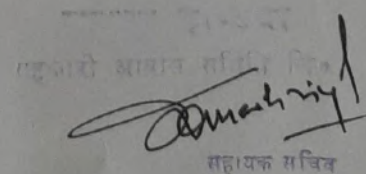
The Land Owner has on this day executed Power of Attorney in favour of the Developer or its nominee to enable the Developer or its nominee, conferring upon them/him complete powers to get sanctioned zoning plans, building plans, to raise construction, obtain NOCs various approvals, to create mortgage to develop the Project over the Project Land, to enable the Developer to exercise the Development Rights and all the rights relating to promotion, marketing and sale of the property developed by the Developer under the Project.

6. SALES AND MARKETING

The Developer shall be free to undertake sales and marketing of the Project from the date of execution of this Agreement and that the Land Owners shall not raise any dispute or objection to the same at any time now or in future.

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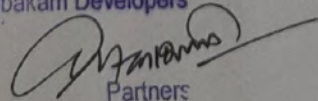
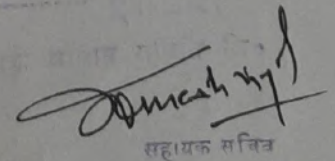
7. LICENSE(S)/ZONING PLANS, APPROVALS, ETC.

- 7.1 The Developer undertakes to obtain, at its own costs and expense, all licenses, permits, approvals, sanctions, etc., that may be required as per applicable laws for the development of the Project.
- 7.2 It is agreed and understood between the Parties that, subsequent to the execution of this Agreement, in case any duty/fee / charges / taxes etc., of any nature whatsoever, imposed upon the Project Land by any authority which is required to be paid with respect to the Project Land, the same shall be liable to be paid by the Developer,
- 7.3 The Land Owners agree and undertake to assist the Developer in facilitating the filing of applications for license, permits, approvals, sanctions, etc., that may be required as per applicable laws for the development of the Project and in connection therewith to sign, execute such papers as may be required by the Developer.

8. CONSTRUCTION/DEVELOPMENT OF PROJECT LAND

- 8.1 The Developer undertakes to comply with all the statutory requirements for carrying out the development and construction of the Project on the Project Land and shall obtain, at its cost and expense all other clearances, in its own name or as may be legally permitted, before starting any development or construction activity (including excavation), and thereafter undertake development of the Project on the Project Land in accordance with the terms specified herein, at its own cost and expense.
- 8.2 The Developer confirms and warrants that all costs and expenses associated with and/or connected with the construction and development of the Project shall be solely and exclusively borne by the Developer.
- 8.3 The Parties hereto mutually agree that the Developer shall be entitled, if permitted under law and the license conditions, to obtain at its own expenses, electricity, water and sewerage supply to the Project to be implemented over the Project Land.

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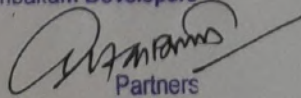

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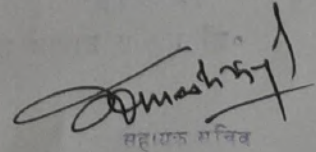
- 8.4 It is agreed and confirmed among the Parties that the Developer shall make its plans and seek other regulatory approvals including redesigning, renewals for which the Developer shall bear the entire cost and expenses.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Land Owner hereby confirm that the Project Land is free from all Encumbrances, restraint orders, attachments, liens, litigations, mortgages, loans etc. The Developer shall be entitled to enter into further contracts/agreements with the third parties in respect of the Project Land and to realize consideration from them.
- 9.2 The Land Owner has assured and warranted to the Developer that they have not sold / made bookings in respect of any area of the Project Land nor sold/created any third-party rights in respect of the Project Land and undertakes not to deal with the same in any manner whatsoever or create any third-party rights of any nature whatsoever, other than as agreed herein.
- 9.3 The exclusive vacant peaceful, physical possession of the Project Land has been handed over by the Land Owner to the Developer with the execution of these presents. The vacant physical possession handed over, under no circumstances shall be disturbed by the Land Owner; Land Owner shall under no circumstances claim same back and undertake not to raise any objection.
- 9.4 If any of the warranties or representations of the Land Owner are found to be untrue, it shall be the sole responsibility of the Land Owner to rectify same and shall keep the Developer indemnified at all times in case of any losses, damages, expenses, costs, loss of profit etc. which are caused due to any such misrepresentation.
- 9.5 Land Owner declare that they have not received and to their knowledge the Government, Local Authority, Municipal Authority or any other Authority has not issued any notice placing any restriction on the development & sale as contemplated under this Agreement on the Project Land.

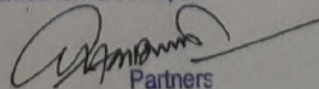
M/s Tryambakam Developers

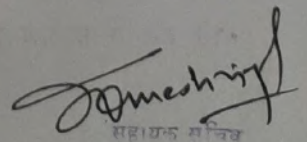

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- 9.6 The Land Owner hereby agree, covenant and undertake not to cause any interference either themselves or through others in the sale of the units under the Project and undertake to assist in the manner herein provided.
- 9.7 It has been agreed between the Parties that the present Agreement shall subsist till the completion of the entire Project and since consideration amount would have been spent by the Developer, neither party shall have the right to terminate this Agreement.
- 9.8 The Land Owner hereby undertake not to raise any loan from any bank, financial institutions, firms, individuals, etc., by giving the Project Land as security and/or by deposit of title deeds and/or otherwise and the Land Owner shall keep the Project Land un-encumbered. The Land Owner hereby indemnifies the Developer and its nominees against any losses that may be suffered by them due to any such acts of the Land Owner.
- 9.9 The Developer hereby represents and warranties that the Developer shall comply with all the conditions of the license, various permissions, sanctions, permissions, etc., for the Project, including Zoning Plans, Building Plans and in general any applicable law relating to the development and construction on the Project on the Project Land.
- 9.10 The Developer alone shall have the right to sell, allot, book, the saleable areas of the Project as per its wishes without any hindrance, direct or indirect obstruction from the Land Owner and/or their nominees and also receive consideration, advances etc against sale of saleable area/units of the project land
- 9.11 The Developer shall be entitled to apply for, submit fees, deposits etc., and obtain and retain the refund of the same, if any, made by it after the date hereof, for the various permissions, sanctions, approvals from time to time, from the concerned authorities. If any refunds etc. are made in the name of the Land Owner, the same shall be reimbursed to the Developer.

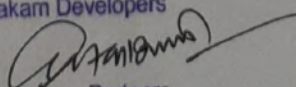
M/s Tryambakam Developers

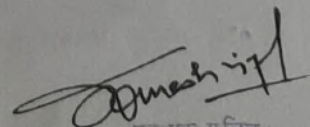

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- 9.12 The Land Owner shall, from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Developer may reasonably require for obtaining any permission, approvals, certificates with respect to the commencement and completion of the Project. However, all deposits, fees, charges and expenses in this regard shall be borne and paid solely by the Developer.
- 9.13 Any liability and other costs in relation to the execution or registration of this Agreement, and any other agreement/arrangement etc., entered into for the subject matter hereof, shall be borne by the Developer.
- 9.14 Upon the completion of construction of the Project and obtaining of occupation certificate therefor, the Developer shall immediately, but no later than 60 (sixty) days thereof, intimate the Land Owner in writing.
- 9.15 That in case any of the Parties breaches the present Agreement, then aggrieved Party shall be entitled to seek specific performance of the present Agreement.
- 9.16 That the Parties have stated that the execution of this Agreement does not in any manner violates any legal provisions of any law whatsoever.
- 9.17 All dues, TDS, Cess & tax liability in relation thereto along with applicable taxes, shall be paid by concerned parties as per Law.
- 9.18 The Land Owner/Society and Developers shall be abide by all rules & regulation of Nagar Nigam, Lucknow / Lucknow Development Authority or any concern Authorities relating to development & construction on the Project Land.
- 10. INDEMNIFICATION:**
- 10.1 Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, Arbitrations, assessments, costs and expenses

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(including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) ("**Damages**"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.

- 10.2 The Land Owner/Society has represented that he has possession of the Project Land and have proper title for the Project Land in his favour. In case any litigation arises due to any complication with regard to title or possession, the same shall be the Land Owner/Society responsibility/liability and the Developer shall be entitled to defend the same at Land Owners' cost.

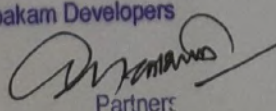
11. NOTICES

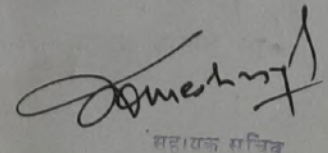
That any notice, letter or communication to be made, served or communicated unto any of the parties under these presents will be deemed to be duly made, served or communicated only, if the notice or letter or communication is sent by Registered Post at the addresses given below:

In the case of notice given to:-

- (A) **DEVELOPER - M/s. Tryambakam Developers**, (PAN - AARFT5889R) a Partnership firm and having its Office at 11A, Bramha Nagar, Sitapur Road, Nirala Nagar, Lucknow (U.P) -226020 through its Partner **Mr. Chandra Prakash Sharma S/o Shri Durga Prasad Sharma** duly authorized by all partner through authority letter dated 10/07/2021.
- (B) **LAND OWNER/SOCIETY- Sahara India Sahkari Avas Samiti Ltd.**, (PAN - AAGFS9037D), a registered Cooperative Housing Society having its Office at 1, Kapoorthala Complex, Aliganj, Lucknow, with its registration no. 1469 duly merged vide order no 387 dated 9.8.1999 of Dy. Housing Commissioner/Dy Registrar, U.P.

M/s Tryambakam Developers


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Housing & Development Board, which society is affiliated to U.P Sahkari Awas Sangh Ltd. through its Asstt. Secretary **Mr. Somesh Pratap Singh son of Mr. L.S. Tomar**

12. **WAIVER**

The failure of any Party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

13. **SEVERABILITY**

If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in the Agreement.

14. **MODIFICATION:**

No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the Parties.

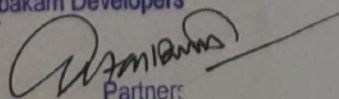
15. **JURISDICTION**

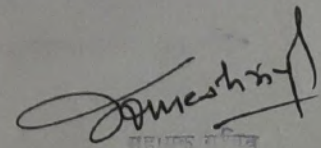
That the courts at Lucknow shall have the exclusive jurisdiction to entertain and decide any dispute between the parties in respect of the present Agreement.

16. **ARBITRATION**

16.1 If any question, dispute or difference whatsoever shall arise between the Parties hereto touching this Agreement or any matter or things contained or

M/s Tryambakam Developers


Partner:


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the construction hereof or as to any matter in any way connected herewith or arising here from or the operation hereof or the rights and liabilities of either of the Parties herein then, the Parties shall enter, in good faith, into negotiations aimed at finding an amicable solution or conciliation, before the senior officers of the Parties.

16.2 If such question, dispute or difference could not be resolved in a satisfactory manner, either Party may refer the matter to arbitration by a sole arbitrator appointed by mutual consent of both parties. The decision of the Arbitrator shall be binding and final. The provisions of the Arbitration and Conciliation Act, 1996 or any other statutory amendment or re-enactment thereof for the time being in force, shall apply.

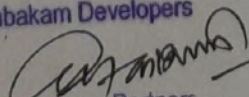
16.3 The venue of arbitration shall be Lucknow and the arbitration proceedings shall be conducted in English language and any award or awards shall be rendered in English. The cost of the arbitration shall be jointly borne by all the disputing Parties.

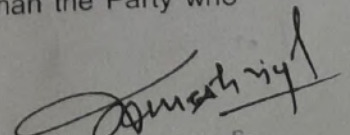
17. CONFIDENTIALITY

17.1 This agreement, its existence and all information exchanged between the Parties under this agreement shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

- (a) Is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- (b) Is disclosed with the consent of the Party who supplied the information; or
- (c) Is, at the date this agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who

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Partners


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supplied the information; or

- (d) Is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) Is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

18. ASSIGNMENT

The Developer, under this agreement, solely holds the rights of assigning any rights or duties/liabilities to any third party. Any other assignment by the Land Owner to any third party shall be considered void.

19. COUNTERPARTS

This agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this agreement by signing any one or more of such originals or counterparts.

20. VARIATION

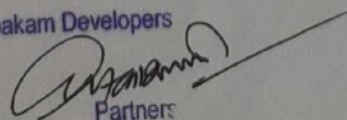
No variation of this agreement (including its Schedules and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.

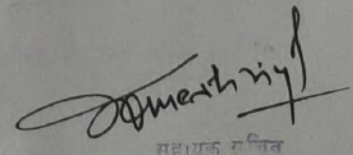
21. VALUATION

That for the purpose of stamp duty, the value of the land is being assessed as under:-

Total area of land in, Village Madiyaon **7683.41 Sq. Mtr**, the Current Circle Rate fixed by the Collector, Lucknow for the land of, Village Madiyaon is **Rs. 9,000/- per square meter**. (For less than 9 meter wide road) Hence the cost of first 1000 sq. meter land comes to **1000 X 9000 = Rs. 90,00,000/-** and value remaining land area **6,683.41 Sq. meter** after depreciation 30% comes to **6683.41 X 6300 (9000-30%) = Rs 4,21,05,483/-** and cost of boundary wall of the plot may not be more than **Rs.5,00,000/-**. Thus, the

M/s Tryambakam Developers


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total value of the land comes to Rs. 5,16,05,483/-, on which the stamp duty @7% comes to Rs. 36,16,000/- has been paid First Party (Stamp duty of Rs. 36,15,000/- has been paid through e-Stamp bearing Certificate No.IN-16770967438287T dated 27.07.2021 & stamp duty of Rs. 1000/- has been paid through e-Stamp bearing Certificate No.IN-16779621284096T dated 27.07.2021).

There is no construction over the said land except boundary wall. There are no trees, well, tube-well. There is no other value enhancing facility available on the land in question.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE HERE UN TO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS on the day, month and year first above written in the presence of the following witnesses:

Lucknow

Dated: 27.07.2021

WITNESSES:-



Name: Santosh Kumar Mishra
S/o Sri Rakesh Chandra Mishra
Address: 9/6, Bahar-B, Sahara States
Jankipuram, Lucknow

Santosh



DEVELOPER
M/s Tryambakam Developers

Chandra Prakash Sharma

(Chandra Prakash Sharma)
M/s. Tryambakam Developers



Name: Iqbal Ahmad *I Ahmad*
S/o Niyaz Ahmad
Address: E-4/90, Sec-G,
Aliganj Lucknow

LAND OWNER/SOCIETY

Somesh Pratap Singh

(Somesh Pratap Singh)

M/s Sahara India Sakhari Avas Samiti Ltd



Typed by: -

Vimal
(Vimal Singh)
Civil Court, Lucknow.

Drafted by: -

Atul Mishra
(Atul Mishra)
Advocate
Civil Court, Lucknow

आवेदन सं०: 202100820017800

विक्रय अनुबंध विलेख (विलेख)

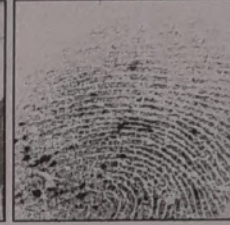
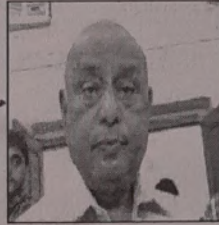
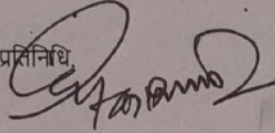
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रजिस्ट्रेशन सं०: 13677

वर्ष: 2021

प्रतिफल- 0 स्टाम्प शुल्क- 3616000 बाजारी मूल्य - 51606000 पंजीकरण शुल्क - 516060 प्रतिलिपिकरण शुल्क - 120 योग : 516180

श्री मैसर्स त्रयम्बकम डेवलपर्स द्वारा
चन्द्र प्रकाश शर्मा अधिकृत पदाधिकारी/ प्रतिनिधि
पुत्र श्री दुर्गा प्रसाद शर्मा
व्यवसाय : व्यापार
निवासी: 11ए, ब्रम्ह नगर, सीतापुर रोड, निराला नगर, लखनऊ



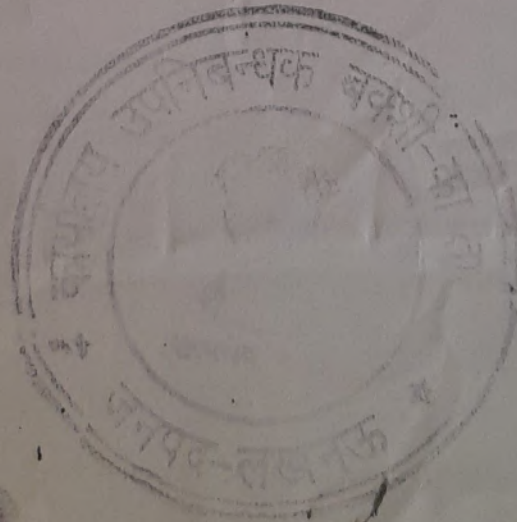
श्री, मैसर्स त्रयम्बकम डेवलपर्स द्वारा
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31/07/2021 एवं 03:41:55 PM बजे
निबंधन हेतु पेश किया।

चन्द्र प्रकाश शर्मा अधिकृत
पदाधिकारी/ प्रतिनिधि

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सैय्यद गाजी अब्बास (प्रभारी)
उप निबंधक : बकशी का तालाब
लखनऊ
31/07/2021

सैय्यद गाजी अब्बास
निबंधक/लिपिक



Schedule 1

Description of the project land

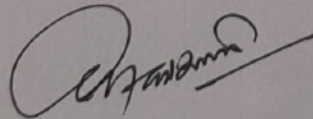
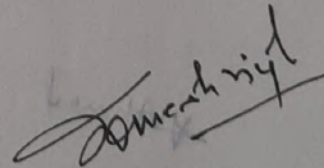
Total undeveloped land being agreed for Development Agreement hereunder is admeasuring 7683.41 Sq.mtr situated at Village Madiyaon, Tehsil-B.K.T., District-Lucknow (the 'Project Land') mentioned in the table below:-

Details of land

Sl. No.	District	Tehsil	Pargana	Village	Khasra No.
1	Lucknow	B.K.T.	Mahona	Madiyaon	1360/1102, 1101(P), 1110(P), 1102(P), 1103(P),1112(P)

Boundaries of Khasra No. 1360/1102, 1101(P), 1110(P), 1102(P), 1103(P) & 1112(P) Situated at, Village Madiyaon, Tehsil-B.K.T., District-Lucknow

- East - Part of Khasra No. 1102 & 1103
 West - Part of Khasra No. 1112 & 1101
 North - 20 ft. wide Road of Village Madiyaon
 South - Sahara States Project

बही सं०: 1

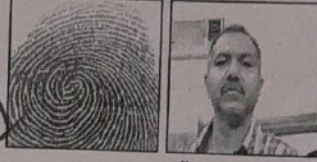
रजिस्ट्रेशन सं०: 13677

वर्ष: 2021

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

विक्रेता: 1

श्री सहारा इण्डिया सहकारी आवास समिति लि० के द्वारा सोमेश प्रताप सिंह, पुत्र श्री एल०एस० तोमर निवासी: 1, कपूरथला काम्प्लेक्स, अलीगंज, लखनऊ व्यवसाय: नौकरी क्रेता: 1



श्री मैसर्स त्रयम्बकम डेवलपर्स के द्वारा चन्द्र प्रकाश शर्मा, पुत्र श्री दुर्गा प्रसाद शर्मा निवासी: 111ए, ब्रम्ह नगर, सीतापुर रोड, निराला नगर, लखनऊ व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री संतोष कुमार मिश्रा, पुत्र श्री राकेश चन्द्र मिश्रा निवासी: 9/6, बंहार-बी, सहारा स्टेट्स, जानकीपुरम, लखनऊ व्यवसाय: अन्य पहचानकर्ता: 2



श्री इकबाल अहमद, पुत्र श्री नियाज़ अहमद निवासी: ई-4/90, सेक्टर-जी, अलीगंज, लखनऊ व्यवसाय: नौकरी

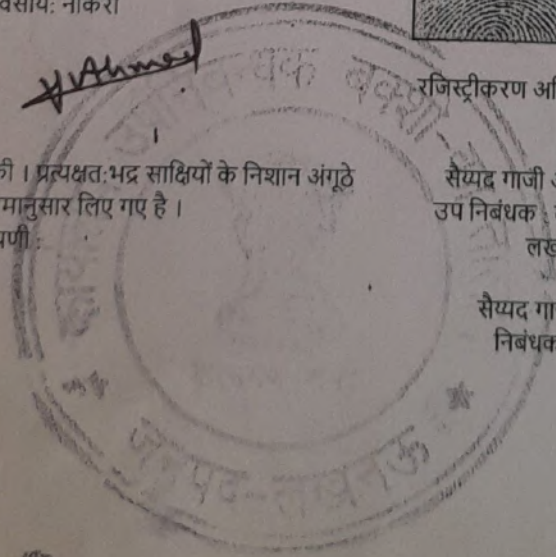


ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं। टिप्पणी:

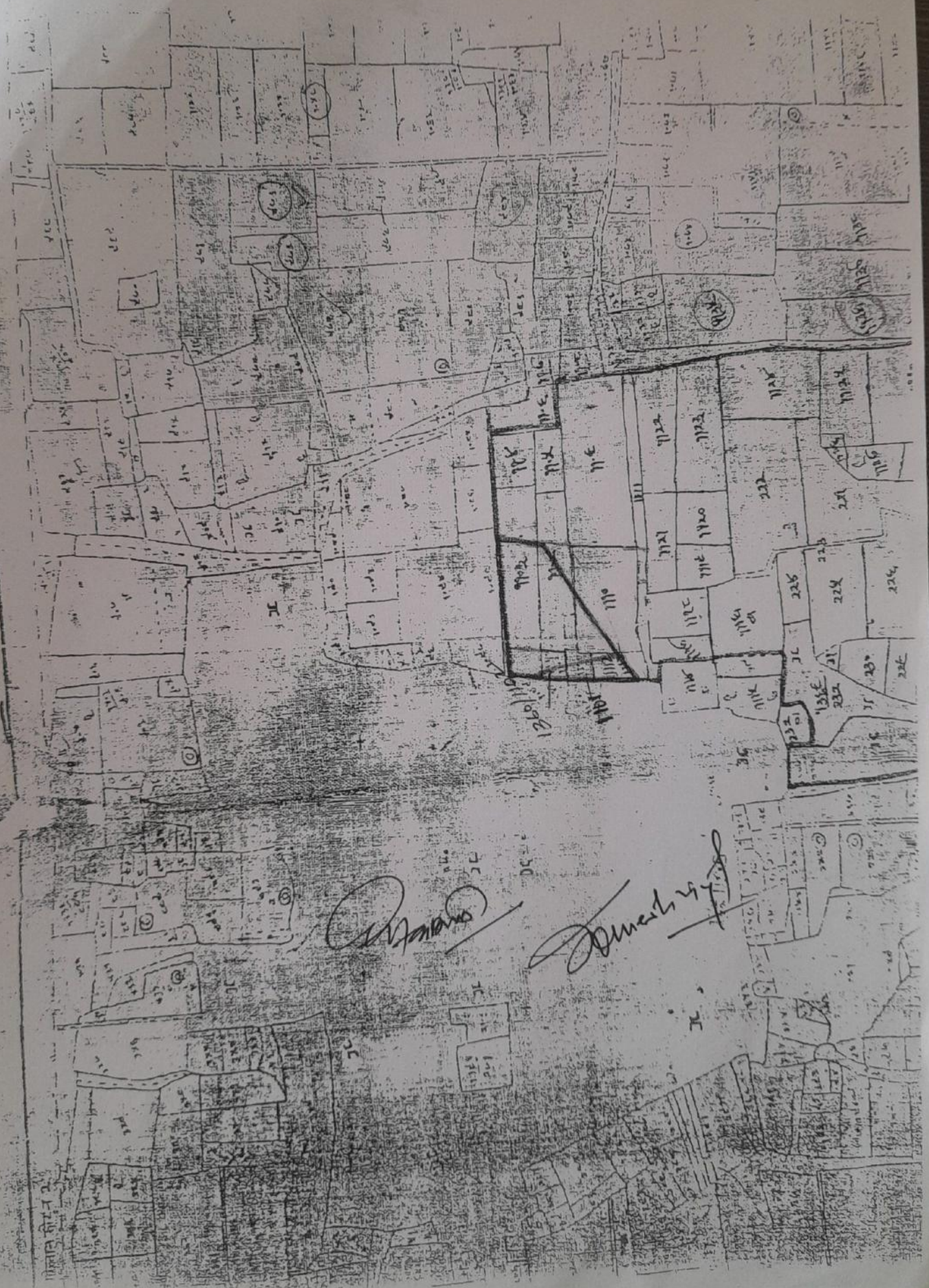
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सैय्यद गाजी अब्बास (प्रभासी)
उप निबंधक: बकशी का तालाब
लखनऊ

सैय्यद गाजी अब्बास
निबंधक लिपिक



दरवाजा पोल ठोस क माट
सास साडिअंध



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