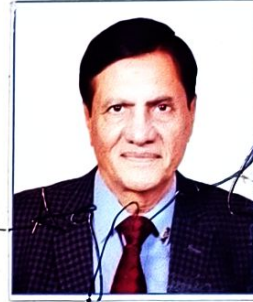
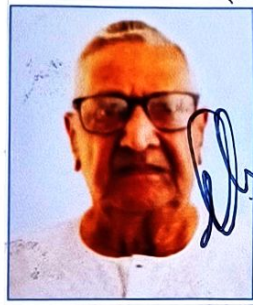


9027549 11/25/2023



उत्तर प्रदेश UTTAR PRADESH



-1-

AE 627166

22 FEB 2021

SUPPLEMENTARY AGREEMENT

This Supplementary Agreement is made and executed at Lucknow on this 23rd day of November of 2023.

BETWEEN

Vijay Gopal HUF through its Karta Mr. Vijay Gopal son of Late Sri Ram Gopal resident of Flat No. A/706, Srishti Apartment, 10-B, Madan Mohan Malviya Marg, Lucknow-226001, (hereinafter referred to as the "First Party" or "Owner", which expression shall mean and include its legal representative, heirs, successors in interest and the permitted assigns); of the First Part.

AND




Mr. Sumer Agarwal son of Late Tirath Ram Agarwal, Proprietor/Partner of M/s Tirath Ram Sumer Kumar, a Proprietor/Partnership Firm having its address B-4, Nirala Nagar, Lucknow (hereinafter referred to as the Second Party, which expression shall mean and include its legal representative, successors, wholly owned subsidiaries and the permitted assigns) of the Second Part. Second Party has executed authenticated power of attorney for presentation of document in favour of Sri Ganesh Prasad Tiwari son of Late Sri Sunder Lal, which is registered in the office of Sub Registrar-III at Bahi 6 Jild No. 12 pages 89/96 at Serial No. 17 on 03.12.2019.

WHEREAS

The first party and second party have entered into registered understanding dated 17.04.1996 for construction of Residential/Commercial Project on freehold land admeasuring 56,550 Sq. Ft. part of Khasra No. 569, 572, 573, 578 situated at Village Gazipur Saeedunnisa, Pargna & Tehsil- Sadar, District- Lucknow (Hereinafter referred to as "Demised Land") which is registered in the office of Deputy Registrar, Lucknow at Book no. 1 Jild 3286 Pages 361/376 at Serial no. 3921 on 28.06.1996.

AND WHEREAS the UP Awas Evam Vikas Parishad, on application of first party through second party, has granted approval, vide its Letter no. 2085/ni. Pra. 63/2016 dated 18th July 2016, for construction of the residential project on the demised land (stilt and 4 Floors plus part of 5th Floor).

AND WHEREAS the second party has constructed a residential project as per approved building plan with complete satisfaction of first party with its own resources and cost and expenses. In lieu of the construction of the residential project by second party, the constructed/sellable area of the project is 35:65 i.e 35% area belongs to First Party and 65% area belongs to Second Party.

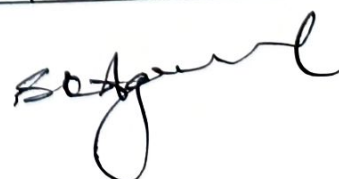
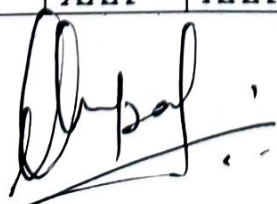


AND WHEREAS as per Memorandum of Understanding dated 17.04.1996 registered on 28.06.1996, the parties are executing this supplementary agreement to avoid any future misunderstanding and pen down the sharing of constructed area in agreed ratio between detailed as under:

NOW THIS SUPPLEMENTARY AGREEMENT WITNESSETH AS UNDER:

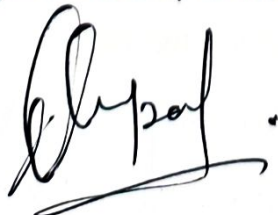
1. As per agreed share in the constructed area, the units (including area in units) shall be allocated to the parties as per following details or as mutually decided by the parties:-

Name of Party	Unit No.	Area Sq. Ft.	Floor	Name of Party	Unit No.	Area Sq. Ft.	Floor
First Party	101	1200	First	Second Party	103	1600	First
	102	1600	First		104	1200	First
	108	720	First		105	1200	First
	203	1600	Second		106	1600	First
	204	1200	Second		107	1600	First
	205	1200	Second		108	480	First
	303	1600	Third		201	1200	Second
	304	1200	Third		202	1600	Second
	307	1600	Third		206	1600	Second
	406	960	Fourth		207	1600	Second
	407	1600	Fourth		208	1200	Second
	408	1200	Fourth		301	1200	Third
	501	840	Fifth		302	1600	Third
	LIG-1	600	Fifth		305	1200	Third
	LIG-3	240	Fifth		306	1600	Third
	EWS-1	400	Fifth		308	1200	Third
	EWS-3	160	Fifth		401	1200	Fourth
	XXX	XXX	XXX		402	1600	Fourth
	XXX	XXX	XXX		403	1600	Fourth
	XXX	XXX	XXX		404	1200	Fourth
	XXX	XXX	XXX		405	1200	Fourth
	XXX	XXX	XXX		406	660	Fourth
	XXX	XXX	XXX		501	360	Fifth
	XXX	XXX	XXX		502	1200	Fifth
	XXX	XXX	XXX		LIG-2	600	Fifth



	XXX	XXX	XXX		LIG-3	360	Fifth
	XXX	XXX	XXX		LIG-4	600	Fifth
	XXX	XXX	XXX		EWS-2	400	Fifth
	XXX	XXX	XXX		EWS-3	240	Fifth
	XXX	XXX	XXX		EWS-4	400	Fifth

2. That at the time of completion and handing over of the residential units to first party, as per share mentioned above, the first party shall refund the security deposit to Second Party. In case of delay in payment of security deposit, the first party shall be liable to pay interest at the rate of 24% per annum for delayed period.
3. That the Parties agree and acknowledge that other party shall have unhindered right over the residential units falling in his/its share and shall be free to use, exploit, apply including dispose of the residential units at his/its sole discretion.
4. The common areas including land appurtenant shall be part and parcel of the residential project and shall be proportionately owned by the parties (and/or the subsequent transferees) as per applicable provisions, and be used, exploited and applied by the residents as per applicable laws.
5. That both the parties shall pay house tax and water tax of their respective flats etc. against the bill issued by Lucknow Nagar Nigam and Lucknow Jal Sansthan.
6. That after executing this supplementary agreement the parties shall have no right to interfere in any manner to the others portions. The parties are free to retain, dispose-off, let out or mortgage their respective portions to any person/organisation/institution of their choice.



आवेदन सं०: 202300821087555

पूरक लेखपत्र

बही सं०: 1

रजिस्ट्रेशन सं०: 11251

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 500 बाजारी मूल्य - 0 पंजीकरण शुल्क - 100 प्रतिलिपिकरण शुल्क - 60 योग : 160

श्री सुमेर अग्रवाल द्वारा
गणेश प्रसाद तिवारी प्रमाणीकृत मुख्तार,
पुत्र श्री स्व० सुन्दर लाल
व्यवसाय : व्यापार
निवासी: बी-4, निराला नगर, लखनऊ

गणेश तिवारी



श्री, सुमेर अग्रवाल द्वारा

गणेश प्रसाद तिवारी
प्रमाणीकृत मुख्तार


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23/11/2023 एवं 04:10:04 PM बजे
निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


कामना सय

उप निबंधक :सदर तृतीय
लखनऊ
23/11/2023


बबिता सिंह.
निबंधक लिपिक
23/11/2023

7. That after the execution of this supplementary agreement the parties are free to deal with in respect to their respective flats of the said building in the manner they like.
8. The first Party agrees and reconfirms that the second party shall have right to book, sell, transfer, dispose off or grant lease of any units of its share and also have right to execute the sale deed/conveyance deed/transfer deed of the flats/constructed area of its share to its prospective allottees/transferee/s, which shall always be attorned by first party under this agreement. If required, the first party shall execute separate power of attorney to second party for their share of flats/constructed area and vice versa second party shall execute a power of attorney in favour of first party.
9. This agreement shall be valid and effective from the date of its execution and continue until sale and/or Lease and/or retention of all residential units by parties.
10. That all the terms and conditions of registered Memorandum of understanding registered on 28.06.1996 and other previous communications, representations, understandings, letters and agreement between the parties shall be binding on both the parties.
11. That this supplementary agreement shall always remain part and parcel of the registered MOU dated 17.04.1996 registered on 28.06.1996.
12. That in case of and dispute/s or difference/s with reference to this agreement; parties shall make reasonable efforts to reach amicable settlement thereof. If the parties cannot reach an amicable settlement, all disputes arising in connection with this agreement shall be settled, under the laws of Arbitration and Conciliation Act, 1996. The arbitration tribunal shall be constituted comprising



बही सं०: 1

रजिस्ट्रेशन सं०: 11251

वर्ष: 2023

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

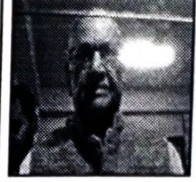
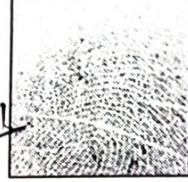
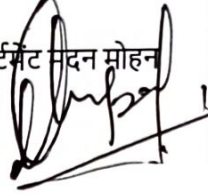
प्रथम पक्ष: 1

श्री विजय गोपाल एच यू एफ के द्वारा विजय गोपाल , पुत्र
श्री स्व० श्री राम गोपाल

निवासी: फ्लैट नं ए/706 सृष्टि अपार्टमेंट मदन मोहन
मालवीय मार्ग लखनऊ

व्यवसाय: व्यापार

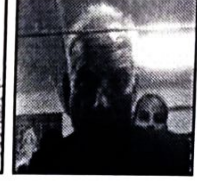
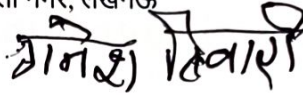
द्वितीय पक्ष: 1



श्री सुमेर अग्रवाल के द्वारा गणेश प्रसाद तिवारी , पुत्र श्री
स्व० सुन्दर लाल

निवासी: बी-4, निराला नगर, लखनऊ

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता : 1

श्री राम पाल, पुत्र श्री छोटकन

निवासी: 290,ग्राम एवं पोस्ट थावर अंशिक, महिलाबाद,
लखनऊ

व्यवसाय: नौकरी

पहचानकर्ता : 2



श्री बेंकट रमन सिंह, अधिवक्ता

निवासी: सिविल कोर्ट लखनऊ

व्यवसाय: वकालत



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कामना राय

उप निबंधक : सदर तृतीय

लखनऊ

23/11/2023

बबिता सिंह

निबंधक लिपिक लखनऊ

23/11/2023

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


प्रिंट करें

3(three) arbitrators. Each party shall appoint 1(One) arbitrator (one arbitrator shall be appointed by First Party and one arbitrator shall be appointed by Second Party). These 2(two) arbitrators, so appointed, shall, within 7(Seven) days of their appointment, appoint 3rd (Third) presiding arbitrator, who shall be the president of the arbitration tribunal. The language of the arbitration shall be English and proceedings shall be held at Lucknow. The decision of the arbitrator shall be conclusive and binding on the parties. The courts at Lucknow only shall have exclusive jurisdiction in all matters arising out of this agreement or under the referred subject matter.

IN WITNESS WHEREOF, the parties have signed this **SUPPLEMENTARY AGREEMENT** on the date, month and year first above written in the presence of witnesses.

WITNESSES:




1) 
(Ram Pal)
S/o Sri Chhotkan
R/o 290, Village and Post Thawar
Anshik, Mahilabad,
Lucknow.




(FIRST PARTY)




2) 
(B. R. Singh)
Advocate
Civil Court, Lucknow



(SECOND PARTY)


Drafted By:

(B. R. Singh)
Advocate

Composed By:

(Aditya Tripathi)
Civil Court, Lucknow

आवेदन सं०: 202300821087555

बही संख्या 1 जिल्द संख्या 15761 के पृष्ठ 223 से 234 तक
क्रमांक 11251 पर दिनांक 23/11/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


कामना राय.
उप निबंधक : सदर तृतीय
लखनऊ
23/11/2023

प्रिंट करें

