

भाग 1

। प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला ।

उप निबन्धक कार्यालय

क्रम सं०

15126

Sub Registrar-II VNS

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक

प्रस्तुतकर्ता या प्रार्थी का नाम

ओमप्रकाश गुप्ता

लेख का प्रकार

विक्रय अनुबन्ध पत्र

प्रतिफल की धनराशि

17389000/-

1. रजिस्ट्रीकरण शुल्क

20000

2. प्रतिलिपिकरण शुल्क

120

3. निरीक्षण या तलाश शुल्क

4. मुख्तारनामा के अधिप्रमाणी करण के लिए शुल्क

5. कमीशन शुल्क

6. विविधि

7. ग्रात्रिक भत्ता

1 से 6 तक का योगा

20120

शुल्क वसूल करने का दिनांक

31-July-2016

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

31-July-2016

वापस करने के लिए तैयार किया

5812/16

1519R

20/20



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

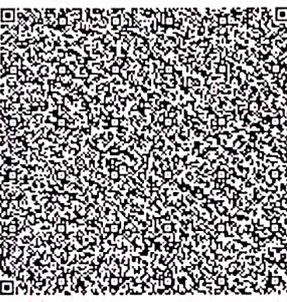
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Kal

Kartikanand Jaiswal
Branch Manager

Stock Holding Corporation of India Ltd.
S-2/639-18, Hashmi Complex
Club Road, Kachahari Varanasi-221002

Certificate No.	: IN-UP022596442235080
Certificate Issued Date	: 30-Jul-2016 01:10 PM
Account Reference	: SHCIL (FI)/ upshcil01/ VARANASI/ UP-VNS
Unique Doc. Reference	: SUBIN-UPUPSHCIL01026952503006610
Purchased by	: Ms ROMA BUILDERS and PROMOTERS Pvt Ltd
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: ARAZI No-169, 170, 174, VILLAGE-VISHOKHAR, PARGANA-DEHAT AMANAT, VARANASI
Consideration Price (Rs.)	:
First Party	: OM PRAKASH GUPTA and OTHERS
Second Party	: Ms ROMA BUILDERS and PROMOTERS Pvt Ltd
Stamp Duty Paid By	: Ms ROMA BUILDERS and PROMOTERS Pvt Ltd
Stamp Duty Amount(Rs.)	: 12,30,000 (Twelve Lakh Thirty Thousand only)



यह ई. स्टाम्प प्रमाण पत्र
लेखपत्र सं० 5812/16 में प्रमुक्त
किया गया।

30/07/2016
वाराणसी

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

Om Prakash Gupta

Isha Gupta

Roma Builders & Promoters Pvt. Ltd.

AK Singh

Mahesh

Director

WN 0001971954

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.



This Development Agreement entered into by and between this the 30th of July 2016:-

- 1- Sri Om Prakash Gupta, son of Late Madho Prasad, resident of D. 65/145, Lahartara, Varanasi.
- 2- Smt. Isha Gupta, wife of Sri Aakash Deep, resident of D. 65/145, Lahartara, Varanasi.

Om Prakash Gupta Isha Gupta Aakash Deep

Roma Builders & Promoters Pvt. Ltd.

Mahesh
Director



- 3- **Sri Anil Kumar Singh**, son of Late Birendra Bahadur Singh, permanent resident of 904, Ganpati Apartment, Nagwa, Lanka, Varanasi.
- 4- **Sri Devendra Kumar Gupta**, son of Late Yatindra Kumar Gupta, resident D.54/18, Aurangabad, Varanasi, hereinafter collectively and jointly referred to as the LANDOWNERS / FIRST PARTY, which term unless repugnant to the context includes their heirs, legal representatives, executors, administrators and assigns on ONE PART

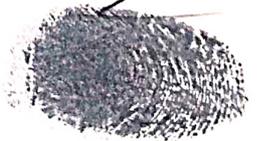
Sri Anil Kumar Singh



Isha Gupta



AK Singh



Sri Devendra Kumar Gupta



Roma Builders & Promoters Pvt. Ltd.



Mallesh

Director

AND

M/s Roma Builders And Promoters Pvt. Ltd., having its office at D-65/145 Lahartara, Varanasi, through one of its Director Sri Aakashdeep son of Sri O.P. Gupta resident of D. 65/145, Lahartara, Varanasi, hereinafter referred to as the DEVELOPER/ SECOND PARTY, which terms unless repugnant to the context include its successors, nominees, executors, administrators and assignees ON THE OTHER PART

Whereas Smt. Krishna Singh W/o Shri Santosh Singh, Director Apex Wellcare Pvt.Ltd., purchased a piece of land out of Arazi no. 169 area 0.721 Hectare, Arazi no. 170 area 0.061 Hectare, Arazi no. 174 area 0.040 Hectare, total three plots having a total area of 0.822 hectare, situated in Village Visokhar, Pargana Dehat Amant, Tehsil & Distt. Varanasi from its owners Methu alias Medu Yadav, Smt. Sunri Devi W/o Methu alias Medu Yadav, both residents of Village Visokhar, Pargana Dehat Amant, Tehsil

Shri Aakashdeep

Isha Gupta

AKASH

Roma Builders & Promoters Pvt. Ltd.

Manish

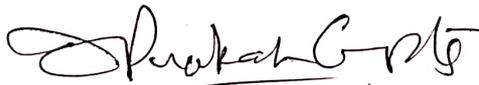
Director

& Distt. Varanasi, through deed of sale dated 17-01-2011, registered in the office of Sub Registrar, Varanasi on the same date in Book no. I, Volume 3945 at pages 83/120 at Sl.no. 229, and entered into exclusive possession of the said property as its absolute owner.

AND WHEREAS the said Smt. Krishna Singh W/o Shri Santosh Singh, the Director Apex Wellcare Pvt.Ltd. sold the entire aforementioned property to the First Party/land Owners through deed of sale dated 2nd July 2016 registered in the office of Sub Registrar-II, Varanasi on 5-7-2016 in Book no. I, Volume 8535 at pages 375/402 at Sl.no. 9824.

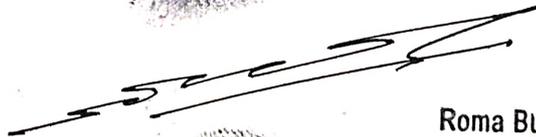
AND WHEREAS the First Party/Land Owners are jointly in possession of the said property, as its absolute owner.

AND WHEREAS the first party, the land owners decided to develop the aforementioned land, but for want of necessary resources they could not develop the said property by themselves



Isha Gupta







Roma Builders & Promoters Pvt. Ltd.





Director

and therefore, the First Party jointly approached the Second Party/Developer which has necessary expertise and work force for such land development.

AND WHEREAS upon mutual deliberations and consultations it was agreed between the parties that M/s Roma Builders And Promoters Pvt. Ltd., the developer herein above mentioned, shall develop the entire land detailed in schedule hereunder, out of its own funds and resources and upon the development of the entire land, the land owners shall own 30% of the developed property along with undivided indivisible proportionate share in the land and undivided share in common areas and facilities, as per their share in land, and the developer second party shall own 70% of the developed property along with undivided indivisible proportionate share in the land and undivided share in common areas and facilities.

Shukan Gpte



Ishagupla



AK Singh



Shukan Gpte



Roma Builders & Promoters Pvt. Ltd.

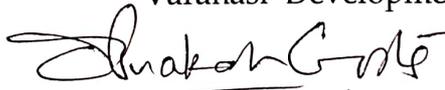
M. K. Singh

Director



NOW, the parties hereunto execute this Development Agreement and bind themselves with the following terms and conditions: –

1. That the Land Owners hereby declare that they jointly own and hold as its absolute owners land being out of Arazi no. 169 area 0.721 Hectare, Arazi no. 170 area 0.061 Hectare, Arazi no. 174 area 0.040 Hectare, total three plots having a total area of 0.822 hectare, situated in Village Visokhar, Pargana Dehat Amant, Tehsil & Distt. Varanasi, morefully detailed and described in the schedule hereunder.
2. That the land Owners do hereby allow, authorize and gives complete authority to the Developer to build, construct and develop the said land in the manner the developer deems fit.
3. That the Second Party shall have full authority to get the Plan, and its modifications if required, approved from Varanasi Development Authority and obtain such other



Isha Gupta



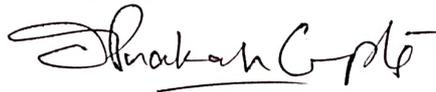
Roma Builders & Promoters Pvt. Ltd.

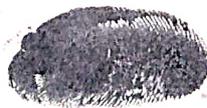


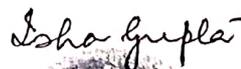
Director

sanctions, no-objections, permission, etc. from any other authority as and when required in the name of the first party/landowners or in its own name and the Developer alone shall bear all expenses for getting the Plan prepared and sanctioned.

4. That the parties shall mark and allocate units or its part to be allotted to each party. The allotment shall be made in the ratio herein mentioned, i.e., 30% for the Land Owners and 70% for the Developers. Such marking of share shall be done on Five (5) copies and signed by all the parties to this agreement and shall for all times be deemed to be part of this agreement. One copy shall be retained by the developer for future reference and if required the parties shall execute further supplementary agreement thereof. However, if the parties decide to exploit the developed property jointly on revenue sharing basis, the sharing of revenue shall be in same ratio as agreed to herein.

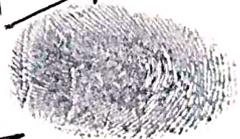
















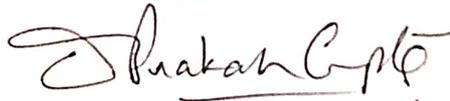
Roma Builders & Promoters Pvt. Ltd.



Director



5. That the Developer after sanction and release of the construction Plan from the Development authority and after the portions to be allotted to the respective parties are marked on the building plan, shall take up the work of development in right earnestness and complete the entire developmental work as far as possible within a period of 5 years, extendable to further period of two years. It is also agreed between the parties that, if the second party is unable to complete the project in 6+2 years a penalty @ Rs. 1/- (Rs. One Only) per sq. ft. per month will be paid to Land Owner by the developer, for the built up area not delivered to the members of the first party.
6. That all the expenses in relation and incidental to the development of the land shall be borne by the Developer alone. However it is agreed that the Developer may take financial assistance from any bank or financial institution and with a view to secure such assistance the developer shall be entitled to keep the scheduled property as security



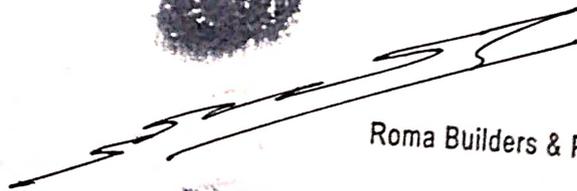


Esha Gupta



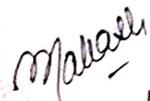






Roma Builders & Promoters Pvt. Ltd.





Director

for the said financial assistance. The first party shall co-operate in documentation for such transaction as and when required, subject to the condition that the repayment of interest and all other liabilities arising out of such transaction shall be that of the Developer.

7. That the Developers shall keep the land owners indemnified against all claims, compounding, demands of any nature in respect of the developmental work and also in respect of any liability incurred on account of violation of any law or rule or any claim arising out of employment of engineers, workers, etc. of any nature. It shall be the responsibility of the Developers to safeguard any materials or goods brought by the Developers. If at any time, any loss of any material or any goods of the Developers is caused or pilfered or stolen, the land owners shall not be liable for the same.

8. That similarly if on account of any defect in the title of land owners, or upon finding of any charge, lien or

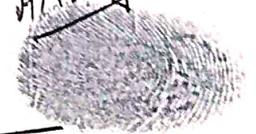
Shakar G. M.



Isha Gupta



AK Singh



[Signature]



Roma Builders & Promoters Pvt. Ltd.

Mahesh



Director

encumbrances on the property to be developed or any obstructions is caused on account of non-compliance of statutory requirements by the land owners, the land owners shall indemnify the Developers for the loss and/or delay and in any case the period of delay on account of such obstruction shall not be computed for the period of completion of the work. However, if on account of any defect in title of land owners or due to any litigation or objection in respect of the whole or part of the land to be developed the development work is affected and the second party/developer has to bear any loss, the first party shall be jointly and severally liable to pay for all the loss, cost and damages with interest thereon.

9. That in the project to be developed on the scheduled land certain earmarked common areas and certain common facilities also shall be provided. The first and the Second party and/or their transferees shall necessarily become the member of the association or society or any other body

Shakar Gupta



Isha Gupta



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Roma Builders & Promoters Pvt. Ltd.

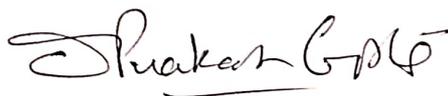
Manish

Director



established for the maintenance of the common areas and certain common facilities of the complex and shall pay the membership charges as well as the recurring charges and any other charges fixed by that said association for the maintenance of the common areas and the common facilities of the complex as a whole. The maintenance charges of common areas and common facilities shall be proportionately apportioned to each unit/Flat as may be in proportion to their super built up area to the entire super built-up area of the complex. The maintenance charges and other charges and other fees are to be paid to the maintenance authority of the complex in all circumstances, even if the flat in question remains vacant. The parties also hereby agree that the parties, or their transferees, shall also pay the proportionate cost for purchase and installation of the electricity transformer for the complex.

10. The common areas, including the open land, and the common facilities of the developed property, shall be for



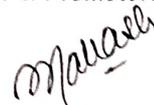






Roma Builders & Promoters Pvt. Ltd.





Director

the joint and common use of the unit holders of the developed property and the First Party/Land Owners shall not have any claim on any specific portion of property except over the units agreed to be allotted to them in ratio of their share herein agreed.

11. The developed property shall be divided between the land owner and the developer in the ratio that the value of the property/ respective built up area of each party shall be more or less in the following percentage-

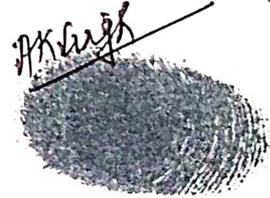
Land Owner's Share in the developed property:

i.	Sri Om Prakash Gupta	12%
ii.	Smt. Isha Gupta	6%
iii.	Sri Anil Kumar Singh	9%
iv.	Sri Devendra Kumar Gupta	<u>3%</u>
	Land Owner's Total	<u>30%</u>

Developer's share in the developed property:

M/s Roma Builders And Promoters Pvt. Ltd., 70%

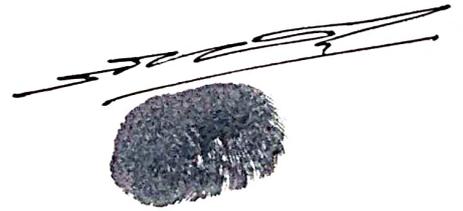


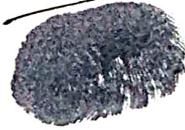












Roma Builders & Promoters Pvt. Ltd.



Director

12. That after completion of the project, respective units of their share earlier marked by the parties in accordance with the percentage herein above agreed shall vest in the respective party, along with the proportionate impartible area of land and other common area and facilities, and each party shall be entitled to exploit and deal the units vested in them in the manner they choose, as its absolute owners, which may include transfer by sale of units allotted to each party as its owner.
13. That the Landowners hereby authorizes the developer/Second party to sell, lease, give on license or transfer in any manner and to execute deed of conveyance and/or agreement to sale in respect of share of the Developer in built-up area, common facilities and common area including undivided and un-demarcated proportionate land area. The land owners shall not have any objection over the same and the land owners shall never create any hindrance in the execution and

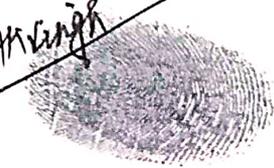
Shakar Gupta



Isha Gupta



~~Prakash~~



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Roma Builders & Promoters Pvt. Ltd.



Manish

Director

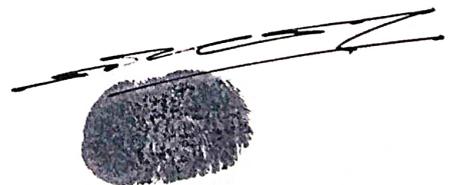
registration of such deed or deeds. The developer shall also be entitled to receive sale considerations/advances in its own name and the landowners shall have no claim over the sale consideration received thereof. The Landowners herby also authorizes the Developer to do all acts and deeds not specifically mentioned in this Developer's Agreement in respect of development of the said land and for exploitation of the its share in the developed property.

14. That similarly the Developers also herby authorizes the landowners/first party to sell, lease, give on license or transfer in any manner and to execute deed of conveyance and/or agreement to sale in respect of share of the First party in built-up area, common facilities and common area including undivided and un-demarcated proportionate land area. The Developer shall not have any objection over the same and the Developer shall never create any hindrance in the execution and registration of such deed or deeds. The Land owners shall also be entitled to receive

Shakti Gupta



Isha Gupta



AK Singh



Roma Builders & Promoters Pvt. Ltd.

Mahesh

Director



sale considerations/advances in its own name and the developers shall have no claim over the sale consideration received thereof.

15. That the Second party shall be entitled to amalgamate other adjoining land with the land of the first party hereby agreed to be developed and may draw a composite plan of construction and develop the property amalgamating that land and also to provide portions of built up area of the developed property to other land owners as per the terms agreed to by the second party with those land owners. However, it is agreed that the percentage share of the First Party/Land Owners in the developed property shall be in the same proportion as the area of land of the first party in the entire complex.
16. That if it may be permissible to obtain purchasable FAR, the Second Party/Developer may, at the request of the First Party, obtain for the same and the cost and all necessary charges for such purchase of FAR shall be met

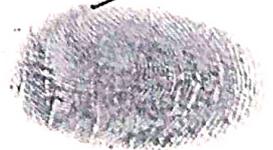












Roma Builders & Promoters Pvt. Ltd.





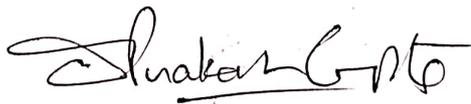


Director



by the First Party/Land owner and the construction and the development cost thereafter shall be met by the Second Party. In such case units constructed on account of purchase of such FAR shall also vest in both the parties as per the share agreed upon herein above along with proportionate area of land and common facilities and common areas. However, if the First party is not desirous of or do not show any interest in the acquiring the Purchasable FAR, the second party/Developer shall be fully authorised to purchase further FAR at its own costs and pay all necessary charges for the same and in such case the units constructed on account of purchase of such FAR shall vest absolutely in the second Party/Developer along with proportionate area of land and common facilities and common areas.

17. The Landowners hereby also authorizes the Developer to do all acts and deeds not specifically mentioned in this Developer's Agreement in respect of development of the

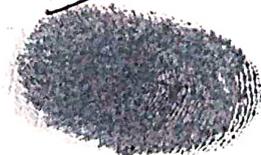












Roma Builders & Promoters Pvt. Ltd.







Director



said land and for exploitation of the builders share in the developed property.

18. That if in future or during the progress of the developmental work, the parties find that either there should be some correction, clarification or change in the terms and allocation of units of the developed property between the parties a supplementary agreement on a stamp paper of Rs.100/- shall be executed and such document shall always form a part of this development agreement.

19. That the owners shall do or execute or cause to be done or execute all such further deeds, matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the owners, including any such additional power of attorney and/or authorization as may be required for the purpose provided that all such acts, deeds, matters and things shall not in any way infringe on the

Shaban Gupta



Isha Gupta



PK Singh



Roma Builders & Promoters Pvt. Ltd.

[Signature]



[Signature]

Director



rights of the owners and/or go against the terms of this agreement.

20. That the Developer shall be authorized to procure respective buyers of the proposed units allocated to it and to receive the payment from the said respective buyers towards the price of the said units and shall also be authorized to transfer by way of sale or otherwise the units allocated to it along with proportionate share of land without any interference of any kind whatsoever from the Owners.
21. That all the expenses for the execution and registration of this agreement are borne by the second party/ developer.
22. That the Parties to this Deed are Indian nationals.

Shubhan Gupta



Isha Gupta



AK Singh





Roma Builders & Promoters Pvt. Ltd.

Manoj

Director



Schedule

Particulars of the property hereby given for development:-

All that land being Arazi no. 169 area 0.721 Hectare, Arazi no. 170 area 0.061 Hectare, Arazi no. 174 area 0.040 Hectare, total three plots having a total area of 0.822 Hectare, Situated in Village Visokhar, Pargana Dehat Amant, Tehsil & Distt. Varanasi, bounded as follows:-

East :- Road.

West :- Village Drain

North :- Plot no. 168.

South :- Plot no. 171, 173 and 218(Road).

Note:-

- The property hereby sold is outside the limits of Nagar Nigam, Varanasi
- The property hereby given for development is presently being used for agricultural purposes having a bore well

Shrikanth Gupta *Isha Gupta*



[Signature]



Roma Builders & Promoters Pvt. Ltd.

[Signature]

Director

and a tin shed for agricultural use and the land is bounded by a boundary wall for the safety of the fields and its crops from stray animals and intruders.

- The property hereby sold is purely Agriculture. The property hereby sold and nearby properties within 200 meters is being used for agricultural purposes.

- **Valuation of the Property :-**

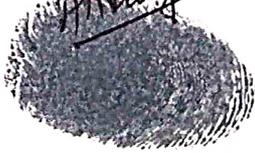
Total Land 0.822 Hectare	
Value of 0.040 Hectare or 404.46 Sq.mtr.	
@ Rs. 11,000/- per Sq.mtr.	Rs.44,49,060.00
Value of 0.782 Hectare	
@ Rs. 15,000/- per 0.001Hectare	Rs.1,17,30,000.00
+ Tin-Shed covered area for agro use 12.5 Sq.mtr.	
@ Rs. 8000/- Per Sq.mtr.	Rs.1,00,000.00
+ For Boundary Wall	Rs.10,00,000.00
+ Borewell	<u>Rs.1,10,000.00</u>
Total	<u>Rs. 1,73,89,000.00</u>

- The parties to this deed are Indian Nationals.
- The stamp Duty of Rs. 12,30,000/- has been paid through E-stamp No. IN-UP02259644223508O dated 30-07-2016.

Shubh GPT *Isha Gupta*




M. Singh



[Signature]



Roma Builders & Promoters Pvt. Ltd.

M. Singh

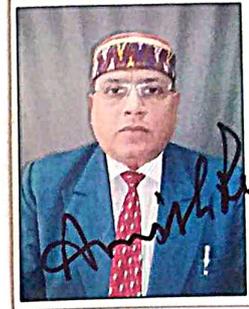


Director

IN WITNESSES WHEREOF, the Land owners for themselves and the Developer through its Director, have executed this Deed of Sale this the date above mentioned of their free will and accord.

WITNESSES:-

1. Name : Amish Raizoela
Father's Name: Major Vinod Raizoela
Address : Plot No. 32 Mahamonaspur colony
1-7-1 Road. B.H.U
Varanasi
Signature : Amish Raizoela



2. Name : Gazanand Sharma
Father's Name: Late C.D. Sharma
Address : Anand villa
C-2/1, Lane No. 2, Sector - A
Khushabul Nagar colony
Signature : Sindhosa Road, Varanasi-221007



Shukan Gnto

Gazanand Sharma



Isha Gupta



Roma Builders & Promoters Pvt. Ltd.

[Signature]

Marcel

Director



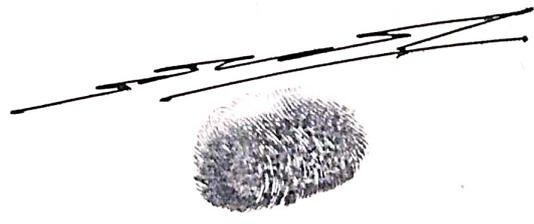
Drafted by: (Amit Varma) *Amit Va* *Adv*
Advocate,
Civil Court, Varanasi.

~~*J. C. Bhatia*~~

Typed by:- J.C. Bhatia, Sagra Varanasi

~~*J. C. Bhatia*~~

Isha Gupta



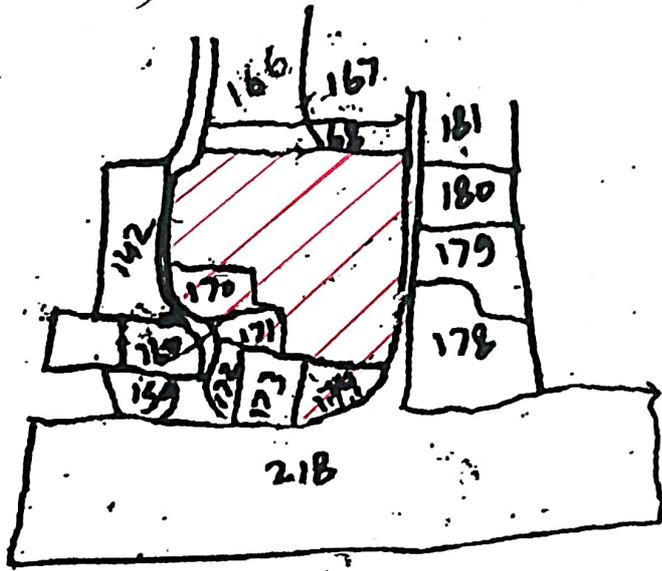
Roma Builders & Promoters Pvt. Ltd.

Mansoor
Director



SITE PLAN

Land being Arazi no. 169 area 0.721 Hectare, Arazi no. 170 area 0.061 Hectare, Arazi no. 174 area 0.040 Hectare, total three plots having a total area of 0.822 Hectare, Situated in Village Visokhar, Pargana Dehat Amant, Tehsil & Distt. Varanasi



Prakash Cpt Isha Gupta

AK Singh



Roma Builders & Promoters Pvt Ltd

Manish

Director



