

FILED



DEVELOPER AGREEMENT

THIS AGREEMENT is entered into between Smt. Shakuntala Sahni, wife of Late Amrit Lal Sahni, resident of 7-A, Vivekanand Marg, Lucknow (here-in-after referred to as the 'First Party', which expression shall mean and include her heirs, legal representatives, administrators, executors, successors and assignees) of the FIRST PART and M/s SARS DEVELOPERS, a Partnership Firm having its registered office at Santushti Apartments, 7-A, Vivekanand Marg, Lucknow through its Partner Shri Arvind Kumar (here-in-after referred to as the "BUILDERS of the Second Part).

AND WHEREAS First Party is in possession of a premises having plot area of about 855.03 sq.mt. with house bearing Municipal No. 2 Part situated at Block 63 Mohalla Harbans Mohal, Kanpur, having purchased the same from Munna Lal & Sons, Kanpur, and converted the above land in to free hold

K. L. Sahu by *Arvind*
Shakuntla Sahni

M. Sahu
09/03/11
Smt. Mamta Sahu
Advocate & Notary
5/735, Vikas Nagar
LUCKNOW (U.P.)

through free hold deed dated 15.02.2006 which sale deed is duly registered in Register No. I Jild No. 3875 on pages 47 to 66 at Serial No. 565 in the office of the Sub-Registrar, Kanpur -I.

AND WHEREAS the First Party has assured the Second Party that the First Party is the absolute owner and is in possession of the said premises and that the said premises is free from all sorts of encumbrances, liens, charges and court attachments etc.

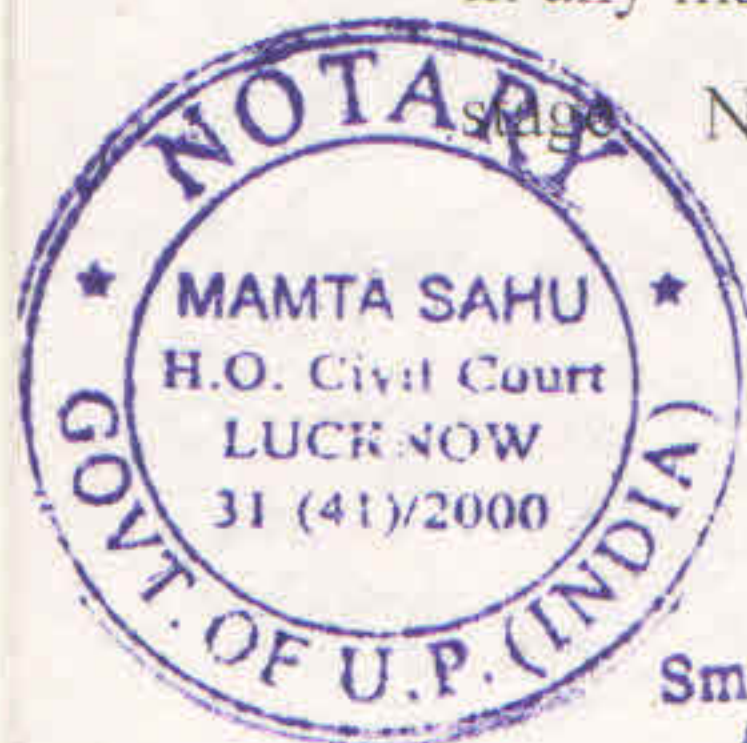
AND WHEREAS the First Party is desirous of making a Group Housing Complex on the said premises No. 63, Mohalla Harbans Mohal, Kanpur held by her as stock in trade.

AND WHEREAS the Second Party, who are Developers of repute were interested in the development of the said premises.

AND WHEREAS in view of the aforesaid proposal of the First Party and acceptance by the Second Party to develop and construct a Multistoried residential complex on the said premises the parties to this Agreement have, therefore, mutually agreed for the same.

AND WHEREAS as the First Party was holding the said premises as a capital investment since the date of acquisition and that the First Party has converted the said property into stock in trade w.e.f. 31.03.2011.

AND WHEREAS nothing contained in this agreement, can at all be construed to expressly mean or imply, that the possession of the property is in any manner being transferred by the First Party to the Second Party at any stage. No rights in the said premises is in any manner being transferred



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either at the inception of this Agreement or at any time during its continuance, upto the stage of completion of the project.

AND WHEREAS, by virtue of the contents of this Agreement, which shows it to be a prima-facie Developers agreement, the consideration to the First Party shall be in the form of constructed area as per the terms of this agreement.

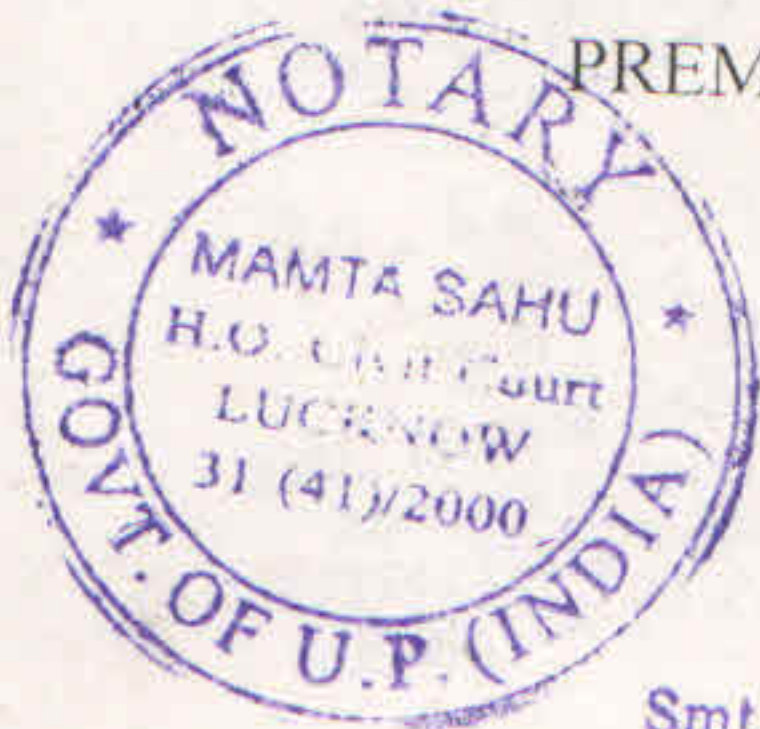
AND WHEREAS the plot of land only which is the subject matter of this agreement is bounded as below:

NORTH	:	Nazool Land No.2 Part
SOUTH	:	Average 12 Feet Common Passage
EAST	:	37 Feet Road
WEST	:	Nazool Land No. 2 Part

The contract for the construction of the said property as per this agreement shall be subject to the following terms and conditions:

NOW THIS AGREEMENT WITNESETH AS UNDER:

1. That the plot of land situated at Nazool plot Block 63 Mohalla Harbans Mohal, Kanpur belonging to and owned by First Party measuring about 855.03 Sq.mt. bounded and more fully detailed above is the subject matter of this Agreement. Further, the said premises shall hereinafter be referred to as the "DEMISED PREMISES".

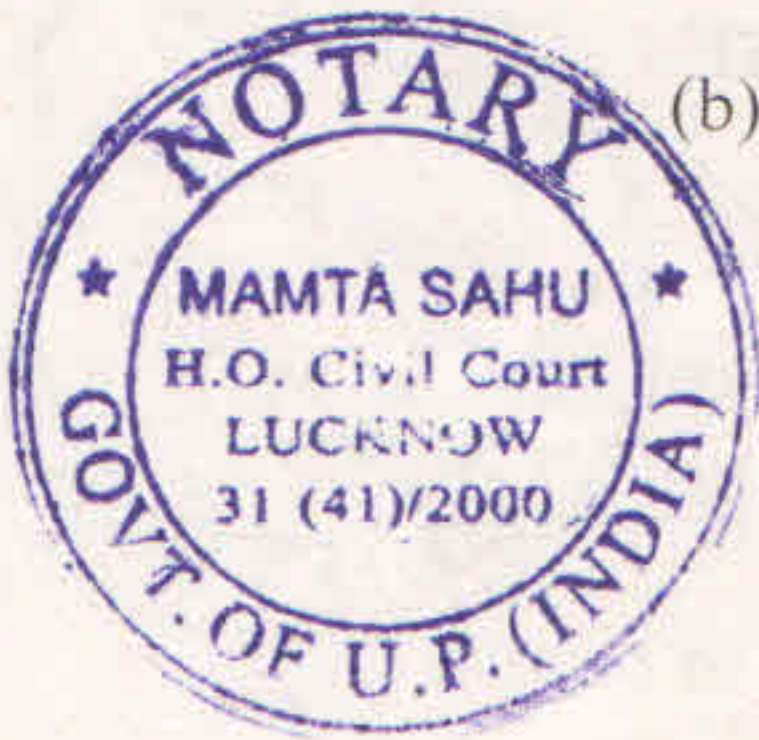


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2. That the owner shall place at the disposal of the second party the aforesaid 855.03 sq.mt. land along with all constructions made thereon as mentioned hereinabove, only, after the no objection certificate is issued by the Appropriate Authority, subject to the condition that first to demolition of all existing structure on the said premises or building and removal of debris and other material/materials shall be done by the Second party. However, the cost of the same shall be borne by the First Party, and the sale proceeds of all material debris article retrieved from such demolition will also be that of the First Party.
3. That as per this agreement the demised premises is being given by the First Party to the Second Party to construct of residential multi storied building entirely at the Second Party's cost. The second party shall give and deliver the agreed and completely finished portion of the said multi-storied building to the First Party, as provided hereunder:-

- (i) It is hereby settled and agreed between the parties hereto that:
- (a) That the First Party allocation shall be entitled to 50% (Fifty percent) of all the constructed saleable areas.
- (b) That the Second Party shall be entitled to 50% (Fifty percent) of all the constructed saleable spaces, areas, flats, of any kind of super structure, parking space and other facilities of the said multistoried building complex; as the absolute owner alongwith proportionate and undivided share in the land.



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incapable or hesitation to do the arbitration, the provisions of Indian Arbitration Act shall apply.

Provided that the work of development and construction work in the proposed complex shall not be stopped or suspended at any time in any manner during or after the arbitration proceedings.

IN WITNESS WHEREOF the parties to this Agreement have put their respective signature on this the ~~16th~~ ^{9th} day of ~~November~~ ^{March} ~~2012~~ ²⁰¹⁶ in the presence of witnesses.

WITNESSES WITH THEIR COMPLETE ADDRESSES:

1. Signature :

Name : Sanjay Srivastava
Address: 53/10, Ashwara Tola
Bana Chaudhary, U.P.

FIRST PARTY

Shakuntla Sahni
(SHAKUNTALA SAHNI)

2. Signature : Sunil

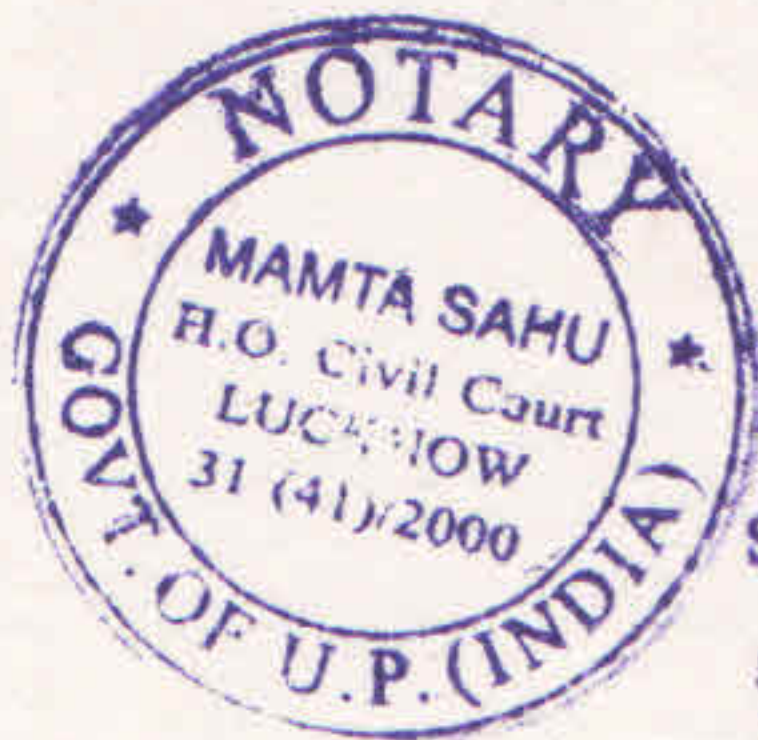
Name : Sunil
Address: Mohari Purwa
Bana Banki

SECOND PARTY

Sunil Sahni
(SUNIL SAHNI)

(ARVIND KUMAR)

(R.K. SHUKLA)



ATTESTED

M. Sahu
09/03/16

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Advocate & Notary
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I Identify the deponent/
Executant who has/have signed/put
T.E. before me

09/3/2016.