



उत्तर प्रदेश UTTAR PRADESH

B 638737

//12//

2. That the builders would be entitled to charge such amount or amounts as may be agreed upon between the builders and the Intending purchaser for costs, charges and expenses of and incidental to the construction and

Signature



वि. भ. रत्नदेवी



For Rudra Real Estate Limite

Signature

Authorised Signator





उत्तर प्रदेश UTTAR PRADESH



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completion of the unit including proportionate share of
the costs, charges and expenses of and incidental to the
construction, erection and completion of the common
parts and amenities appertaining thereto.

Signature

मि. अ. रतन देवी

For Rudra Real Estate Limited

Signature
Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

28 MAY 2012 B/638739
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3. That it will be the sole responsibility of the builders to obtain sanction plan from Varanasi Development Authority and all such authority or Authorities as may be necessary under law for the construction and

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नि.अ.र.एन.देवी



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Signature

Authorised Signatory





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//15//

development of units. All such costs in connection

thereof shall be borne by the builders.

4. That the owners hereby authorise the builders to sign all

necessary forms, applications, maps, plans and other

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papers necessary for obtaining sanction for the

construction of units from Varanasi Development

authority or any other authority competent to grant

sanction under law.

Signature


वि.प्र. रुद्रा रे.ली.


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Signature
Authorised Signatory





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//17//

5. The landowners will not create any obstacles or hindrance to the project in any manner but shall always support and help the builders for carrying out the project.

Signature


नि.म. रुद्रा रेल् एस्टेट लि.


For Rudra Real Estate Limit
Signature
Authorised Signatc





उत्तर प्रदेश UTTAR PRADESH

28 MAY 2012

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6. In case of any dispute arises out of this agreement between the parties or between a party and the heirs of other party, which is not provided for otherwise in the agreement, including the dispute relating to the

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Signature
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28 MAY 2012

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1/19/11

interpretation, operation or enforcement of terms of this

agreement the same shall be settled by reference to

Arbitrators jointly appointed by the parties in accordance

[Signature]


[Signature]


For Rudra Real Estate Limited

[Signature]

Authorised Signatory





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//20//

with the provisions of Arbitration and conciliation Act

1996.

7. That the land detailed and described in the scheduled is

free from all charges, encumbrances etc. In case any

S. Harshita


वि. भ. रतन देवी


For Rudra Real Estate Limited

A. S. S. S.
Authorised Signatory





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//21//

charge or encumbrance is found or dispute of any nature

involving the title of the land is arisen, by which any

hindrance created in completion of project, in that event

the builders would be entitled to get reimbursed entire

L. Harkade

नि. अ. रतन सिंह

For Rudra Real Estate Limiter

A. K. Singh

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

28 MAY 2012

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1/22/12

expenses incurred thereon in the constructions with the

amount advanced to the owners if any along with

interest from the owner.

Signature


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Signature

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26 MAY 2012

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COMMON PORTION & COMMON FACILITIES

- 8A. The foundations, columns, beams, support entrance and exits.

Signature

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For Rudra Real Estate Limited

Signature
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B 638749

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8B. Boundary walls including outside walls of buildings

compound.

8C. Common passage, drive-way, landings, staircase,

common areas.

Handwritten signature


वि.प्र. रतन देवी


For Rudra Real Estate Limited

Handwritten signature

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

11/25/11

SD. Water pumps, over-head water tanks and under ground
water reservoirs, water pipes, and other common
plumbing installation including motors with
installations.

Signature

नि. अ. रतन देवी

For Rudra Real Estate Limited

Signature
Authorised Signatory



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B 638751

1/26/11

8E. Electrical wiring, for lighting the staircases, lobby and other common areas (excluding those as are installed for any particular unit).

Signature

वि. प्र. रुद्रा देवी

For Rudra Real Estate Limited

Signature

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B 638752

8F. Water and sewage evacuation pipes from the unit to

drains and sewage common to the building.

8G. Drains and sewers from the building to the corporation

duct.

M. K. Singh

नि. भ. रतन देवी

For Rudra Real Estate Limited

A. K. Singh

Authorised Signatory



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8H. Such other common parts, areas, equipments

installations, fixtures, fittings, covered and open space in

or about the said building as are necessary for passage

Signature


नि.प्र. ए. ए. ए. ए. ए.



For Rudra Real Estate Limited

Signature

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH



B 638754

to or user and occupancy of the units, and as are

easements of the building.

Signature



नि.अ. रमन देवी



For Rudra Real Estate Limite

Signature

Authorised Signator





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9. That the developer shall be responsible for :-

- (a) Arranging for all finances for completion of the
project, and

Harshita



वि.प्र. रत्न देवी



For Rudra Real Estate Limited

Aswini

Authorised Signatory





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(b) To deal with Varanasi Development Authority

Nagar Nigam, Jal Sansthan, Electricity Board etc.

and all the expenses in this regard shall be met

with by the developer alone.

R. Kumar



नि. अ. रत्न देवी



For Rudra Real Estate Limited

A. Kumar

Authorised Signatory





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10. That in lieu of the land, the owners will be entitled to 37% of the constructed area calculated on the basis of Super Built-up area alongwith parking and root right in same ratio.

Signature



नि. प्र. एन. देवी



For Rudra Real Estate Limited

Signature

Authorised Signatory





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B 638758

//33//

11. That in lieu of all investment made/arranged by the developer and in consideration of the labour and know-how provided by the developer, the developer shall be entitled to remaining construction of Building i.e. 63%,

Harish


नि.प्र.एन.एल.एल.



For Rudra Real Estate Limited

Aravind

Authorised Signatory





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B 638759

calculated in the basis of super built-up area alongwith

parking space and roof right in same ratio.

12. It has further agreed between the parties that the

builders shall not book/sell/mortgage 37% super

Handwritten signature

नि.भ. रतनदेवी

For Rudra Real Estate Limited

Handwritten signature

Authorised Signatory



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built-up area of the owner's share and the owners shall

not book/sell/mortgage remaining 63% area of the

builders share.

Harshita



मि. पी. रमेश देवी



For Rudra Real Estate Limited

Arun

Authorised Signatory





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13. That it is agreed between the parties that within a period of 36 months, subject to Force Majeure from the date of sanctioned the map, the developer shall handover the agreed portion of the fully developed flats to the owners.

Signature

नि.भ.स्व.देवी

For Rudra Real Estate Limited

Signature

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

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Time shall be deemed to be the essence of the contract.

The developer agrees to complete the project in time, but

time consumed due to any injunction (attributable) order

issued due to the reasons attributable to the owners by

Signature



नि. ज. रुद्रा रेल् एस्टेट लि.



For Rudra Real Estate Limited

Signature

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

any Court of Law or any act of God or on account of any

notice or order or Notification of the Government or any

other public authority, any dispute/litigation arises in

respect of title of the property, the developer will be

Signature


नि.अ.रम देवी


For Rudra Real Estate Limited

Signature

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

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entitled to extension of time for the completion of the

project to the extent of such loss of time. If the developer

still fails to complete the project in time stipulated here

in above, the developer shall be liable to pay liquidated

Harshit

नि.प्र.रुद्रा देवी

For Rudra Real Estate Limited

Ashwani

Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

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damages at the rate of Rs. 50,000/- (Rupees Fifty

Thousand only) per month to the owners to the extent of

one year thereafter the owner have right and entitled to

take over the possession of entire premises from the

Signature

वि. भ. रम देवी

For Rodra Real Estate Limited

Signature
Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH



B 638766

developer and take the appropriate step for completion of

the project Directly from the another Developer, in that

case the Developer is only entitled to actual cost which is

Signature



नि. प्र. रुद्रा रेल् एस्टेट लि.



For Rudra Real Estate Limite

Signature

Authorised Signator





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28 MAY 2012 B@638767
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spend by the developer till that date assesse by

independent Valuer.

14. That from this day the Developer, its labours and

workmen, engineers, authorised representatives, shall

Signature



नि. अ. स. देवी



For Rudra Real Estate Limite

Signature

Authorised Signator





उत्तर प्रदेश UTTAR PRADESH

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have free access to the land for the purpose of

development of the said land and execution of the project

and the owners shall not put any hindrance or

obstruction in the matter.

Signature


वि.प्र. रुद्र देवी


For Rudra Real Estate Limited

Signature

Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

B 638769

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15. That in all agreements, with the proposed buyers, the

Developer shall undertake to fulfill its obligation in

respect of the construction of the building, its quality

and adherence to the time schedule. For any of such

Signature



नि. प्र. रुद्रा रे. लि.



For Rudra Real Estate Limited

Signature

Authorised Signatory

