

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

उत्तर प्रदेश

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### AGREEMENT

This Agreement is executed on this 7<sup>th</sup> Day of October, in the year Two Thousand and Eleven, by and between the following described parties

Kumar Rastogi Infrastructure Private Limited, a company incorporated under the Companies Act, 1956 (No. 1 of 1956) and having registered office at IP Building, UGF-2&3 E-109, Pandav Nagar, Patparganj, Delhi-110092, through its director Mr. Narinder Kumar represented (hereinafter referred to as **"THE OWNER" or FIRST PARTY**, which term shall mean and include their heirs, legal representative, successors, administrator and assignees) of the **First Part**.

### AND

INDIAN DWELLINGS PVT. LTD; a company incorporated under the Companies Act, 1956, (No. 1 of 1956) and having its Registered office at 13/595, Chattari Compound, Laxmi Nagar, Bulandshahr (U.P.) 203001, through its director Mr. Anand Prakash Mishra (hereinafter referred to as **"THE PROMOTER" or the "SECOND PARTY"** which term shall mean and include its successor, transferees, administrator and assignees) of the **Second Part**.

Whereas the Plot No. CP-11 situated at Yamuna Puram Vikas Yojna, Yamuna Puram, Bulandshahr (U.P.) 203001 hereinafter described, forms the part of the land acquired by the owners (First Party) through sale deed executed by the Secretary, Bulandshahr Development Authority, (BDA) Bulandshahr on dated 28/07/20011 and entered/registered in

Kumar Rastogi Infrastructure Pvt.Ltd.

*[Signature]*  
Director



For Indian Dwellings Pvt. Ltd.

Authorised Signatory

book No. 1, Zild No. 4988 from page 345 to 652 on Serial No.5, by The Sub Registrar, Bulandshahr As Annexure - A

**Total Plot Area**

**2828.10 Sq. Meters**

**Detail of Commercial Plot:-**

<b>TOWARDS NORTH</b>	64.5 Meter – Commercial Shop
<b>TOWARDS SOUTH</b>	47.5 Meter- 12 Meter wide Road
<b>TOWARD EAST</b>	38.4 Meter – 18 Meter wide Road
<b>TOWARD WEST</b>	68.5 Meter - CP-5 and CP-6

AND whereas the owners was desirous to facilitate development of Residential & Commercial Housing Plans, which is an integrated, self contained development of International Standard that would refer to high quality, ready to use residential and commercial spaces to ensure high quality of life. The said plot has to be developed into a Residential & Commercial Spaces, and the owners of this deed have acquired such land through sale deed executed by the Secretary, Bulandshahr Development Authority, (BDA) Bulandshahr on date 28/07/2011 and entered/registered in book No. 1, Zild No. 4988 from page 345 to 652 on Serial No. 5345, made by Sub Registrar, Bulandshahr.

AND WHEREAS the Owners are the absolute owner in possession of free hold land measuring area 2828.10 Sq. Mtrs, situate at Plot No. CP-11 situated at Yamuna Puram Vikas Yojna, Yamuna Puram, Bulandshahr (U.P.) 203001 detailed as per annexure to this agreement and that the said land is free from all sorts of encumbrances, liens, charges, court attachment and liabilities of every sort of nature and court cases etc.

AND WHEREAS the owners has further stated that the said land is not the subject matter of any litigation, it does not come under the preview of any dispute, nor is encumbered; in any manner and that it has a clear marketable right and title.

AND WHEREAS the said property has never been a subject of acquisition or requisition by any authority.

AND WHEREAS the Promoter (Second Party) has represented that it is requisite experience and resources to construct and manage such project.

AND WHEREAS the owners approached the Promoter (Second Party) to develop the housing and commercial project on the said site as per the terms of the said deed, to which the Promoter (Second Party) after examine the terms of the said deed & other aspect have agreed on the terms and condition contained on this agreement.

**NOW THIS AGREEMENT WITNESSETH AND RECORDS AS UNDER:**

1. That, the subject matter of this agreement is freehold plot, situated at Plot No. CP-11 Yamuna Puram Vikas Yojna, Yamuna Puram, Bulandshahr (U.P.) 203001 the area of demised property is 2828.10 Sq. Mtrs. This is in possession of the owners as per annexed plan along with sale Deed dated 28/07/2011.
2. That, the owners hereby agree for development and construction of the residential apartments/commercial complex as per the terms of the BDA, Bulandshahr on piece and

Indian Dwellings Infrastructure Pvt. Ltd.

*[Signature]*  
Director



Indian Dwellings Pvt. Ltd.

*[Signature]*  
(Director)

parcel of land bearing Plot No. CP-11 situated at Yamuna Puram Vikas Yojna, Yamuna Puram, Bulandshahr (U.P.) 203001 and accordingly permit the Promoter (Second Party) hereby agree to develop the said property in accordance with the terms of the said deed. The Promoter (Second Party) has agreed and undertaken to finalize details of construction of residential apartments/commercial complex at the said property at their own costs and out of their own resources after receiving the requisite permission and sanction from all the concerned authorities.

3. That the owners has given permission to the Promoter (Second Party) to raise construction of the Residential Apartments/Commercial Complex on the said property and has agreed to sign all applications, affidavits, papers etc. which are required to seeking requisite sanctions, permissions from the appropriate authorities for the construction of the proposed residential apartments/commercial complex on Mixed use basis.
4. That, all the expenses, costs, levies and other charges etc. for the development of the Residential Apartments/Commercial Complex, payable to the government, Development Authority, Nagar Palika or any other authority or authorities, shall be exclusively incurred and borne by the Promoter (Second Party) up to obtaining Completion Certificate from the appropriate authority and the owners shall not be responsible for the same in any manner whatsoever.
5. That, the Promoter (Second Party) shall be entitled to apply and obtain temporary and/or permanent water, sewer and electricity connection for the proposed Residential Apartments/Commercial Complex and expenses for the same shall be borne by the Promoter (Second Party).
6. It is agreed between the parties that the Promoter (Second Party) will construct and achieve the maximum permissible FAR of the land area.
7. (I) That the Promoter (Second Party) shall, at their own cost and expenses in the name and for and on behalf of the owners apply to the Bulandshahr Development Authority, Bulandshahr. And other concern authorities for the grant of the requisite clearance, permission, sanction, approvals, extension, execution etc. of the plan construct on the said plot, the proposed - Residential Apartments/Commercial Complex, in accordance with zonal plans in force for the area concern and the Rules & Regulations FAR etc, applicable there to at the relevant time.  
  
(II) That the owners for the aforesaid proposal shall execute a registered power of attorney in favour of the directors of the Promoter company (Second Party) authorizing them to sign, submit, pursue and follow up the said application and to do all other lawful acts, deeds and things necessary for obtaining permission and sanction for the development of the aforesaid plot at the time of execution of contract agreement or earlier as mutually agreed.
8. That the Promoter (Second Party) have agreed and paid following amount as Refundable security deposit without interest :-

- (I) Rs. 5,00,000/- vide cheque no.097634 dt. 16/09/2010, drawn on SBI, BSR
- (II) Rs. 20,00,000/- vide cheque no.158151 dt. 28/03/2011, drawn on HDFC, BSR
- (III) Rs. 19,85,819/- vide cheque no.158152 dt. 28/03/2011, drawn on HDFC, BSR
- (IV) Rs. 50,00,000/- vide RTGS dated 06/05/2011, drawn on HDFC, BSR
- (V) Rs. 25,00,000/- vide RTGS dated 14/05/2011, drawn on HDFC, BSR

SHREE KANISHKA INFRASTRUCTURE PVT. LTD.

  
Director



Indian Dwellings Pvt. Ltd.,  
  
(Director)

- (VI) Rs. 20,00,000/- vide RTGS dated 09/06/2011, drawn on HDFC, BSR  
 (VII) Rs. 20,00,000/- vide RTGS dated 28/06/2011, drawn on HDFC, BSR  
 (VIII) Rs. 36,00,000/- vide RTGS dated 06/07/2011, drawn on HDFC, BSR  
 (IX) Rs. 4,14,181/- vide cheque no. 158158 dt. 01/08/2011 drawn on HDFC, BSR  
 (X) Rs. 25,00,000/- vide cheque no. 158161 dt. 03/10/2011 drawn on HDFC, BSR  
 (XI) Rs. 25,00,000/- vide cheque no. 158162 dt. 07/10/2011 drawn on HDFC, BSR  
 (XII) Rs. 25,00,000/- vide cheque no. 158163 dt. 14/10/2011 drawn on HDFC, BSR  
 (XIII) Rs. 25,00,000/- vide cheque no. 158164 dt. 21/10/2011 drawn on HDFC, BSR  
Rs. 3,00,00,000/-Total (Rs Three Crores Only)

9. That the proposed property is presently vacant and in order to develop the said property it has been agreed that vacant possession would be given by the owners through a written letter to the Promoter (Second Party) immediately after the signing of such agreement for the purpose of developing the land and construction thereon, only with the authority to commence construction of the said property in the accordance with the building plans sanctioned by the authorities.
10. That no dues certificate and other clearances from Income Tax Department as and when required by the Promoter (Second Party) will be furnished by the owners.
11. That the consideration of this Agreement, the owners has given license to the Promoter (Second Party) to enter upon the said property and to do all such acts and things as may be considered necessary or conducive for construction of the Residential Apartments/Commercial Complex at their own cost and expenses and the parties to this agreement have also agreed that after completion of the said Residential Apartments/Commercial Complex, the Promoter (Second Party) shall sell the entire Residential Apartments/Commercial Complex as whole or in parts, and after selling the entire Residential Apartments/Commercial Complex, the total sale consideration received by the Promoter (Second Party) from the prospective purchasers shall be apportioned between the owners and the Promoter (Second Party) in the ratio of (First Party as Owners 20% : 80% Promoter (Second Party)). It is also mutually decided between the both parties that deposit amount will be adjusted against such sale proceed of 20% share of the owners (First Party) with a minimum guarantee of Rs. 30,000,000 (Rupees Three Crores Only) to owners (First Party).
12. It is further agreed that in consideration of the owners contributing the said land and agreed to authorize and permit the developer to construct the Residential Apartments/Commercial Complex on the property, the Promoter (Second Party) shall regain and own 80% of the total built up area and the division would be made as full apartment or dwelling unit. However in case it is not possible to divide/demarcate the share of owner in any one Block/Apartments/Complex within the premises the sale shall be compensated in the next Block/Apartments/Complex.
13. That the owners agreed to provide full support in making available documents and signing necessary documents for doing all such necessary acts and things to obtain the requisite permission, approval, sanction etc. for construction of the Residential Apartments/Commercial Complex at the said premises.
14. (a) That the Promoter (Second Party) and the owner shall have power to sale, lease, mortgage and transfer the ownership rights title and interest in their respecting share of

Indian Dwellings Pvt. Ltd.

*[Signature]*  
 Director



Indian Dwellings Pvt. Ltd.,  
*[Signature]*  
 (Director)





(OWNERS 20% : 80% PROMOTER ) built up area as provided aforesaid on such terms and conditions and such manner as they made respectively deem fit without any interference, right or clearance by each other.

(b) That the Promoter (Second Party) shall be entitled to receive premium, advances and other payments from the respective buyers and lessees etc. and give receipt and enter into agreement or execute necessary documents as promoter (Second Party) may deem fit in regard to all built up areas.

(c) That the owners shall be liable to execute, sign and register and shall join the Promoter (Second Party) in executing such documents including agreements and sale deed as may be required by the Promoter (Second Party) for transferring the proportionate land as per built up areas or part there of in respect of 100% built up areas as the Promoter (Second Party) may require.

- 15 That, in case any liability on account of construction and related to construction, will be paid by the Promoter (Second Party) including direct and indirect taxation, state or central government levies including service tax, Vat etc. further the income tax liability accruing out of this agreement including the sale of area shall be borne by the both the parties in accordance to their share in the property. However, the stamp duty and registration charges in respect of the indenture of convenience and other documents to be executed for 80% built up area belonging to the Promoter (Second Party) shall be borne and paid by the Promoter (Second Party) or the prospective buyers. Similarly the owner and/ or their purchaser shall be responsible for the stamp duty acquisition charges in respect of their share of 20% built up area.
16. That, the duration and date for the completion of the project in all respect up to obtaining completion certificate would decide mutually by the all parties of this agreement.
- 17 However, it is agreed that the Promoter (Second Party) shall make exactly similar construction of the specification would make for their own portion 80% and would also use the same material for the portion of the owners 20%. Which they would use for their own portion.
18. That, after the construction has been completed respected share of maintenance cost can be recovered from their respected customers. The maintenance of the Apartments/Complex will be handed over the society of the owners of unit or any other maintenance organizations, as and when deemed fit by the Promoter (Second Party) and owners jointly and till then they will be entitled to recover the share as determined by them from the purchaser.
- 19 That the Promoter (Second Party) shall be entitled to transfer or dispose of the entire Residential Apartments/Commercial Complex, constructed on the said property, with the right to deal with, enter into agreement, execute sale deed without any hindrance or obstruction of the owners. It is hereby made clear that Owners shall be impleaded as a party to the sale deed to be executed by the Promoter (Second Party) favoring the prospective purchaser.

Shri. Kishan Infrastructure Pvt. Ltd.

*[Signature]*  
Director



Indian Dwellings Pvt. Ltd.,  
*[Signature]*  
(Director)

(Director)

**Description of the property on which the proposed Commercial Complex/Residential Apartment is to be constructed.**

All that freehold plot of land measuring 2828.10 Sq.Meters, land bearing Plot No. CP-11 situated at Yamuna Puram Vikas Yojna, Yamuna Puram,, Bulandshahr (U.P.) 203001 butted and bounded as under:

TOWARD NORTH : 64.5 Meter – Commercial Shop  
TOWARD SOUTH : 47.5 Meter – 12 Meter wide Road  
TOWARD EAST : 38.4 Meter – 18 Meter wide Road  
TOWARD WEST : 68.5 Meter – CP-5 and CP-6

IN WITNESS WHEREOF the parties hereto have said their respective hands on the date, month and year mentioned first above, in the presence of following witnesses.

**WITNESSES:**

1. JAVED ALI S/O MOHD. HUSSAIN ADD. QALAE DHAR, BULANDSHAHAR.

**Owner**

Kumar Rastogi Infrastructure Pvt. Ltd.

(Narinder Kumar)

(First Party)

Director

for and on behalf of

Kumar Rastogi Infrastructure Pvt. Ltd.

(Director)



**Promoter**

Indian Dwellings Pvt. Ltd.

(Anand Prakash Mishra)

(Second Party) (Director)

for and on behalf of

Indian Dwellings Pvt. Ltd.

(Director)

**Enclosures:**

**Annexure – A,** Plot No. CP-11 situated at Yamuna Puram Vikas Yojna, Yamuna Puram, Bulandshahr (U.P.) 203001 land acquired by the owners through sale deed executed by the Secretary, Bulandshahr Development Authority, (BDA) Bulandshahr on date 28/07/2011 and entered/registered in book No. 1, Zild No. 4988 from page 345 to 652 on Serial No. 5345, made by Sub Registrar, Bulandshahr (U.P.)

Kumar Rastogi Infrastructure Pvt. Ltd.

(Signature of Director)

Director



Indian Dwellings Pvt. Ltd.

(Signature of Director)

(Director)

**ATTESTED**

ASHOK KUMAR SHARMA

Notary (Public) Bulandshahr (U.P.)