

2-Smt. Dipati Agarwal, W/o Sri Ambuj Agarwal,

(herein after called the 'Partner II' which expression shall include its successors, executors and permitted assigns Representatives etc).

AND

3-Sri Nand Kishor Agarwal s/o Late Ram Prakash Agarwal,

(herein after called the 'Partner - III' which expression shall include its successors, executors and permitted assigns Representatives etc).

AND

4-Smt. Alka Agarwal, w/o Sri Nand Kishor Agarwal,

(herein after called the 'Partner - IV' which expression shall include its successors, executors and permitted assigns Representatives etc).

AND

5-Sri Sandeep Agarwal, s/o Late Ram Prakash Agarwal,

(herein after called the 'Partner - V' which expression shall include its successors, executors and permitted assigns Representatives etc).

AND

6-Sri Sitaram Agarwal, s/o Late Ram Prakash Agarwal,

(herein after called the 'Partner - VI' which expression shall include its successors, executors and permitted assigns Representatives etc).

AND

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Handwritten signature of Nand Kishore Agarwal

A. Agarwal

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7-Smt. Rani Agarwal, w/o Sri Sitaram Agarwal

(herein after called the 'Partner - VII' which expression shall include its successors, executors and permitted assigns Representatives etc).

AND

8-Smt. Rachna Agarwal, w/o Sri Sandeep Agarwal

(herein after called the 'Partner - VIII' which expression shall include its successors, executors and permitted assigns Representatives etc).

All r/o 107/263, Nehru Nagar Kanpur Nagar, with Sri Sunil Agarwal s/o Late Sri Vishun Narain Agarwal, R/o 41/171, Ram Ratan Bajpai Road, Narhi, Lucknow have purchased the different Part of lands as follows :-

WHEARAS -Sri Hari Om Agarwal the 'Partner-I' Lead Partner is the co-owner of 0.6235 Hectare situated in village Sighpur Kachar District Kanpur, carve out of Arajī No 1801/Area 0.3400 Hectare AND Arajī No 1802/Area 0.3600 , Arajī No 1803/Area 0.420 Hectare, Arajī No 1804/Area 0.180 Hectare, Arajī No 1805/Area 0.3300 Hectare , Total Five plots having total area 1.290 Hectare OUT OF THAT ONLY 0.6235 Hectare situated in village Sighpur Kachar District Kanpur has been purchased with -2-Smt Dipji Agarwal 'Partner - II' , 3-Shri Nand Kishore Agarwal 'Partner -III' , 4- Smt Alka Agarwal, 'Partner - IV' 5- Shri Sandeep Agarwal 'Partner - V' through Sale Deed executed on 27-03-2010 and registered on 31-03-2010 at Book No. 1 Volume No. 4432 at pages 399 to 458 at serial No. 1483 in the office of Sub- Registrar Kanpur Nagar.

Hari Om Agarwal

Dipji Agarwal

Nand Kishore Agarwal A. Agarwal

Smt Alka Agarwal A. Agarwal

Rachana Agarwal

WHEARAS –Smt Dipti Agarwal the 'Partner-II/' is the co-owner of Part of **0.041 Hectare** sold out as part of Arajji No 1802/Area 0.3600 , Arajji No 1803/Area 0.420 Hectare, Arajji No 1804/Area 0.180 Hectare, Arajji No 1805/Area 0.3300 Hectare . Total Four plots having total area 1.290 situated in village Sighpur Kachar District Kanpur, purchased by common deed of sale, with -Shri Nand Kishore Agarwal 'Partner –III/' , -Smt Alka Agarwal, 'Partner – IV/' - Shri Sandeep Agarwal 'Partner – V/' , Sale Deed executed on 20-12-2010 and registered on 20-12-2010 at Book No. I Volume No 4700 on pages 1 to 48 at serial No. 5193 in the office of Sub-Registrar Kanpur Nagar.

WHEARAS –Smt Alka Agarwal the 'Partner-IV/' is the owner of ONLY 0.043 Hectare , which is Part of Arajji No 1802/Area 0.3600 , Arajji No 1803/Area 0.420 Hectare, Arajji No 1804/Area 0.180 Hectare, Arajji No 1805/Area 0.3300 Hectare . Total Four plots having total area 1.290 Hectare OUT OF THAT ONLY 0.043 Hectare are sold under this deed, situated in village Sighpur Kachar District Kanpur through Sale Deed executed on 23-08-2011 and registered on 23-08-2011 at Book No. I Volume No 5023 on pages 317 to 342 at serial No. 4125 in the office of Sub- Registrar Kanpur Nagar.

WHEARAS –Shri Sandeep Agarwal the 'Partner-V/' is the owner Admeasuring area 0.1095 Hectare carved out of Khata No 719 Arajji No 1802/Area 0.3600 ; Arajji No 1803/Area 0.420 Hectare; Arajji No.1804/Area 0.180 Hectare; Arajji No 1805/Area 0.3300 Hectare . Total Four plots having total area 1.290

Haribanshi *Devi* *Sandeep Agarwal* A. Agrva

Hectare OUT OF THAT ONLY 0.1095 Hectare situated in village Singhpur Kachar District Kanpur purchased through Sale Deed executed on 20-12-2010 and registered on 20-12-2010 at Book No. 1 Volume No 4699 on pages 231 to 266 at serial No. 5187 in the office of Sub- Registrar Kanpur Nagar.

WHEARAS -Shri Sitaram Agarwal the 'Partner-VI' is the co-owner of Part of Arajji No 1801/Area 0.3400 Hectare AND Khata No 719 Arajji No 1802/Area 0.3600 , Arajji No 1803/Area 0.420 Hectare, Arajji No 1804/Area 0.180 Hectare, Arajji No 1805/Area 0.3300 Hectare , Total Five plots having total area 1.290 Hectare OUT OF THAT ONLY 0.5550 Hectare situated in village Singhpur Kachar District Kanpur purchased with, Smt Rani Agarwal 'Partner - VII' , Shri Sandeep Agarwal 'Partner - V' , -Smt Rachna Agarwal 'Partner - IV' With Shri Sandeep Agarwal 'Partner - V' - through Sale Deed executed on 25-03-2010 and registered on 31-03-2010 at Book No. 1 Volume at serial No. 1484 in the office of Sub- Registrar Kanpur Nagar.

WHEARAS -Smt Rachna Agarwal the 'Partner-VIII' is the Part of Arajji No 1804/Area 0.180 Hectare, Arajji No 1805/Area 0.3300 Hectare , Total two plots having total area 0.5100 Hectare OUT OF THAT ONLY 0.0425 Hectare situated in village Singhpur Kachar District Kanpur is purchased through Sale Deed executed on 15-09-2011 and registered on 15-09-2011 at Book No. 1 Volume No 5049 on pages 255 to 278 at serial No. 4462 in the office of Sub- Registrar Kanpur Nagar.

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A. Agrawal

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Rachana Agarwal



WHEREAS the aforesaid consortium members, thus, are the joint absolute owners of total land Area about 1.5234 hectares and it is not possible for any of the consortium partner to construct /develop the land without joining the other members as different part of the land cannot be used for yielding better utilization therefore parties have mutely decided to merge the land forming a big piece of land and decided to form this consortium under the leadership of Partner No 1 - Sri Hari Om Agarwal

WHEREAS that the Partner-IV has a wide experience in real estate developments and joined to the other parties with the assurance to extend his support enabling to develop a group housing project as per Government policies in this regard.

In consideration of the above premises and agreements all the partners to this Consortium do hereby now agree as follows:

1. We the partners in the Consortium hereby confirm that the name and style of the Consortium shall be HARE KRISHNA DEVELOPERS Consortium.

Hari Om Agarwal — *Sri Hari Om Agarwal*

A. Agarwal



2. In consideration of the submission by the partners to the Consortium, hereby agree that the Partner - I Shri Hari Om Agarwal shall act as the lead partner for self, and for and on behalf of Partner - II TO VIII and further declare and confirm that we shall jointly and severally be bound for to perform all contractual obligations including technical guarantees under takes by the Lead Partner behalf of any or all partners of the CONSORTIUM.

3. The Lead Partner shall be responsible for Project Management of works.

4. In case of any breach of the said Contract by any of the partners of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/ performance of the Assurance ,commitments in accordance with the terms of the Contract. Further, if the any person/s suffered any loss or damage on account of any breach of the Contract or any shortfall in the completion housing project , meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead Partner, all the Partners to these presents undertake to promptly make good such loss or damage caused to any person / Bank without any demure. The Bank shall have the right to proceed against anyone of the partners and it

Hari Om Agarwal

[Signature]

Shri Kishore Agarwal

A. Agrawal

shall neither be necessary nor obligatory on the part of any person/Bank or any institution to proceed against the Lead Partner to these presents before proceeding against the other Partners 2 to 8 Partner.

6. The financial liability of the partners to this Consortium Agreement, to any person/bank with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.

7. It is expressly understood and agreed between the partners to this agreement that the responsibilities and obligations of each of the partners shall be equal of members and the lead Partner shall be responsible for the Housing Project Management to this agreement. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the Contract.

8. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Kanpur shall have exclusive jurisdiction in all matters arising thereunder.

Harish Chandra

Devi

Nandkishore Bhanu

A. Agrawal

D. J. Prasad

9. We the partners to this Consortium Agreement do hereby agree that we shall furnish the guarantee in favour of the bank or any other government institution, and such guarantee shall be in the names of the partners of the Consortium.

10. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract Partnership and shall continue to be enforceable till the completion of construction and sale of the building /duplex/flats /plots etc. It shall be effective on the date first above mentioned for all purposes and intents.

11. The consortium the consortium members 2 to 8 have handed over the entire land of their ownership to the First Party to make the project successful and assured to extend full cooperation.

12. It is agreed among the parties that parties No II to VIII shall execute/provide all the documents as required time to time by the first party Partner 1 and further parties are agreed to indemnify the losses to any of the party, caused by the act of other party etc.



A. Agrawal

Further the lead partner I/, shall act on behalf the partners II, to VIII to do all acts, deeds and things hereinafter mentioned i.e. to say:

- I. To manage, control, look after and supervise the said Property in any manner as our attorney may deem fit and proper.
- II. To represent us before Kanpur Development Authority, Nagar Nigam, Kanpur Jal Sansthan ,KESCO, Pollution Department , Fire Department , Bank/s or in any office/authority of State, Central Government or local body etc, What-so-ever and to make any statement, application, affidavit, undertaking etc, for and on our behalf and in our name in respect thereof and/or any matter incidental thereto.
- III. To get installation of water /sewer /electricity/power connection and other services in the said Property , to the extent completion of project under the consortium partnership , and for the purpose to do all the acts, deeds and things on our behalf.
- IV. To deposit and pay the outstanding taxes, charges, levies, dues and demands of the concerned authorities in respect of the said Property , and to pay the money

Hari Prakash

A. Agrawal

A. Agrawal

A. Agrawal

and other dues in respect thereof and to make applications for withdrawals of such taxes, charges, levies, dues, demands etc. paid in excess or not chargeable and to receive the amounts and sign receipts thereof.

- V. To apply for and get permission from the office of competent authority for sale /transfer our rights interests lien and title in the said property or any part thereof, in favour of the intended purchaser (s) or his /her/their nominee(s).
- VI. To file, defend, compromise, compound and withdraw any suit in any court of law in any matter concerning our said Property or any matter incidental thereto and for the purpose to appoint any advocate, pleader, vakil, attorney etc. and to make any statement, application, affidavit, undertaking etc. on our behalf under our name.
- VII. To execute, sign and present all kinds of suits, writs, complaints, petitions, revisions, written statement, appeals, etc., in the courts of law, i.e. Civil, Criminal or revenue and/or tribunal and to proceed in all proceedings before Arbitrator or any other authority in

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A. Agrawal

our names and on our behalf in any matter concerning our said Property . Lead Partner is also authorized to compromise, compound or withdraw money, to deposit or withdraw documents and to issue receipts and to take every step in the above mentioned suits, writs, complaints, petitions, revisions, appeals etc. concerning our said Property ; and / or any incidental thereto.

VIII. To appoint any Arbitrator in respect of any dispute, to accept the award of the said Arbitrator and/or to file the application for the rule of the court of the decision of the said Arbitrator.

IX. To give necessary information and documents to assist Bank appraise the Application/s, and any properties purchased/to be purchased using.

X. To abide by the provisions of all applicable laws in connection with the development of housing project

XI. Generally to do all such acts, deeds, matters and things all at our cost and expense as are necessary and incidental to the property/ies.

Hari Gurbani *A. Agrawal*
A. Agrawal

Sandeep Agrawal *Sitara* *21/01/2019* *Rachana Agrawal*

XII. AND WE agree to ratify all lawful acts, deeds, matters, and things done by Lead Partner I./ pursuant to the powers hereinbefore mentioned.

Witness -

Handwritten notes:
in the name of the said
firm & in the name of the
said firm & in the name of the
said firm

Signature:
P. K. Singh
8/11/2018

Signature of Lead Partner I./

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Signature:
Signature of Partner II./

Signature of Partner III./

Handwritten signature of Partner III.

Signature of Partner IV./

Signature:
A. Agrawal

Signature of Partner V./

Signature:
Sandeep Agrawal

Signature of Partner VI./

Signature:
Sitikan

Signature of Partner VII./

Signature:
Rishabh

Signature of Partner VIII./

Signature:
Rachna Agrawal



आचार्य सक्षम प्राधिकारी नगर भूमि सीमा रोपण, कावपुर

पत्रांक सं- ३५१ /४४०/ब०भू०सी०-कावपुर दिनांक २६/१२/११

शेख जी,
नियत प्राधिकारी (मकान),
कावपुर विकास प्राधिकरण,
कावपुर ।

महोदय,
श्री हरिजन उदायत पुत्र लक्ष्मी लाल अग्रवाल
निवासी-107/263 नेशनल हाईवे, कावपुर को पत्र दिनांक 19.12.2011 को
साथ संलग्न आपके पत्र सं-श्री/778/नगर,2010-11 दिनांक
01/08/2011 का सम्बन्ध लेते का कथ्य करें। जिसके अंतर्गत कटौती
खसौर, गडसीन अदर, जिला-कावपुर नगर की खसौरों सं-1802,
1803, 1804, 1805 एवं 1801 की अनापत्ति प्रमाणपत्र जारी किये
हैं। इस सम्बन्ध में उदाहरण के तौर पर यह प्रमाणपत्र जारी किया
(अधिकारन सीमा एवं विनियमन) अधिनियम 1999 में प्रा.सं. 603) के
अनुसार कथन प्रायः भूमि नहीं है।

अतः उक्त भूमि विद्वान अधिनियम 1999 की प्रा.सं. 603) की
प्रावधानों से प्रभावी है जो शरणावली संख्या 1802 में 19.08.2011
के अनुसार सीमित भूमि नहीं है। अतः उक्त प्रमाणपत्र जारी करने
का कथ्य करें।



आचार्य
श्री हरिजन उदायत पुत्र लक्ष्मी लाल अग्रवाल
नगर भूमि सीमा रोपण,
कावपुर-२४०००१



कार्यालय जोनल अभियन्ता
श्री हरिस्टेज जॉन, 14/70 सिविल लाइन्स
कानपुर।

पत्रांक : डी / 252/अ030-1/11-12

दिनांक 17.09.2011

नगर नियोजक
कानपुर विकास प्राधिकरण

विषय:- श्री हरि जॉन अडवाला व अन्य द्वारा प्रस्तुत मुख्यमन्त्री सं०-1801, 1802
PART, 1803 PART, 1804, 1805, कटरी ब्लॉक में अनापत्ति के संबंध में।

कृपया उपरोक्त विषयक अपने पत्रांक सं० डी/252/अ030-1/11-12 दिनांक 01.09.2011 का सन्दर्भ ध्यान करके का जवाब करें। एन एनए प्रस्तुत मुख्यमन्त्री सं० 1801, 1802 PART, 1803 PART, 1804, 1805, कटरी ब्लॉक के सम्बन्ध में अनापत्ति वाली गई है। इस सम्बन्ध में अवगत करवाया है कि नगर क्षेत्र नगर नियम सीमा के अन्तर्गत नहीं आता है।

अतः अनुरोध है कि कृपया जामन स्टार पर अंतिम धर्तीकरण कार्य करवा करे।

जोनाल अभियन्ता
नगर नियम, कानपुर

प्रतिस्तिवि:- श्री हरि जॉन अडवाला एव अन्य, 14/70 सिविल लाइन्स, कानपुर

जोनाल अभियन्ता
नगर नियम, कानपुर



उत्तर प्रदेश प्रदूषण निंत्रण बोर्ड

REGIONAL OFFICE
UTTAR PRADESH POLLUTION CONTROL BOARD
REGIONAL OFFICE
5043, Sachhawala Nagar, Axis Vihar Phase-3, Kalyanpur, Kanpur-208002

2558/NOC-124/12

24/01/12

गया में
श्री सी हरिचंद्र अग्रवाल,
107/263, गेडरु नगर,
कानपुर नगर।

विषय: पर्यावरण प्रदूषण प्रति दूषित क्षेत्र आदेश, 1986, 1987, 1984 व प्रदूषण (नियंत्रण) कानून-1986 के अन्तर्गत प्रमाण-पत्र का निर्माण।

कक्षीयता, कृपया उपरोक्त विषयक अपने आवेदन पत्र दिनांक 29/01/12 की प्रतिलिपि भेजें। प्रदूषण आदेश पत्र एवं अन्य प्रपत्रों पर इन कार्यालय द्वारा विचार किया गया। आदेश पत्र के अंतर्गत उक्त क्षेत्र निरीक्षण के उपरान्त निम्नलिखित स्थान पर आवासीय प्लाट की स्थापना किये जाने में पर्यावरणीय दृष्टिकोण से निम्नलिखित शिर्षक एवं शर्तों को लागू रखने अनिवार्य स्वीकार की जाती है।

1. अनापत्ति प्रमाण-पत्र निम्नलिखित शिर्षक विवरणों को लिए निर्माण किया जायेगा:-

- (क) आवेदक का नाम एवं पता - श्री सी हरिचंद्र अग्रवाल, अग्रणी गेट 107/263, गेडरु नगर, कानपुर नगर।
- (ख) स्थापित परियोजना में स्थापित किए जाने वाली भूखण्डों का क्षेत्रफल - 71.885 वर्ग मीटर।
- (ग) स्थापित परियोजना का प्रकार - निवासित आवासीय भूखण्ड।
- (घ) कुल परिसर/समावेश की मात्रा - एक।
- (ङ) स्थापित क्षेत्रफल की मात्रा - एक।
- (च) प्रयुक्त भूमि एवं उसकी मात्रा - एक।

उपरोक्त विषयवस्तु में किसी भी प्रकार के परिवर्तन करने पर इस अनापत्ति प्रमाण-पत्र प्राप्त करने अनिवार्य होगा।

- 2. उपरोक्त निर्मित भूखण्ड के अधिस्थित प्रदूषण में अन्य किसी प्रकार के दूषण/प्रदूषणकारी स्थापना/संस्थापित एवं संचालन नहीं किया जायेगा।
- 3. प्रस्तावित परियोजना को जारी करवाये जाने पर प्रदूषण नियंत्रण विभाग द्वारा जारी निर्माण-आदेशों को अनुपालन करने के लिए प्रतिबद्ध होना एवं हरित बंधित्व का विचार किया जायेगा।
- 4. प्रस्तावित परियोजना प्रयोजन की स्थापना एवं संचालन इस प्रकार किया जाना चाहिए कि नदियों के अधिस्थित प्रमाण नहीं पड़े तथा कोई भी किरा-कर्मचारी के परिवार एवं स्वयं कार्य।
- 5. भूखण्ड परिसर की गिरने से बचाने के लिए भूमि उन्नत निर्माण कार्य करना एवं परिसर को अनुपालन वाली गार्डर स्थापना के अनुसार करना एवं गार्डर को निर्माण के अनुसार किया जाना।
- 6. पर्यावरण एवं अन्य महापौर, नगर, नगरपालिका की समीक्षा/संस्थापित परिसर परिसर को 04/000/000 (कक्षा संगोष्ठी) एवं 00000 सरकार से शासकदेश करवाये जायेगा एवं 2000 (संगोष्ठी) 2000 दिनांक 21 अप्रैल 2008 के प्राधिकार, कानपुर महापौरा-2008 द्वारा प्रमाण-पत्र प्राप्त करवाये जायेगा।
- 7. पर्यावरण परियोजना में निर्मित एवं अन्य पर्यावरण निर्मित कार्य का प्रमाण-पत्र प्राप्त करवाये जायेगा।
- 8. अनापत्ति प्रमाण-पत्र की शर्तों की अनुपालन करवाये जायेगा एवं प्रमाण-पत्र प्राप्त करवाये जायेगा।

कानपुर



कानपुर विद्युत आपूर्ति कम्पनी लिमिटेड

98/99, सिविल लाइन्स, केसा हाउस, कानपुर

दूरभाष नं.- 0512-2530832

फैक्स नं.- 0512-2530834

पत्रांक: 717 / एन.ओ.सी. / पी.ए.टी

दिनांक: 4.10.2011

अनापत्ति प्रमाणपत्र

एतद्वारा श्री हरिओम अग्रवाल एव अन्य निवासी 107/263, नरहर नगर, कानपुर को उनके द्वारा आवेदित आराजी सं० 1801, 1802पार्ट, 1803 पार्ट, 1804, 1805, कटरी खोला, कानपुर के लिए कानपुर विकास प्राधिकरण (नवन विभाग), मोतीझील, कानपुर के पत्रांक सं० डी/778/भवन/10-11 दिनांक 01.09.2011 के अनुपालन में प्रोविजनल अनापत्ति प्रमाण पत्र निम्नांकित शर्तों के साथ निर्गत किया जाता है।

1. विद्युत आपूर्ति संहिता के प्रस्तर 4.9 के तृतीय संशोधन के अनुपालन में श्री उपभोक्ता/आवेदक/बिल्डर को समस्त निर्माण कार्य तथा विद्युत लाइनों/परिवर्तकों का इन्फ्रास्ट्रक्चर कराना होगा।
2. परिसर के निकट बिजली विभाग द्वारा लाइन न होने की स्थिति में समस्त लाइन डालने का व्यय उपभोक्ता द्वारा देया होगा।
3. परिसर में यदि कोई खम्भा या लाइन पहले से मौजूद हो तो उस हटाने का समस्त व्यय उपभोक्ता द्वारा देया होगा।
4. परिसर में यदि पहले से व्यवस्था होगी तो बकाया राशि भुगतान किये जाने के उपरान्त ही विद्युत संयोजन दिया जायेगा।
5. सम्बन्धित उपसंकेन्द्र यदि अतिनास्तित होगा तो उपसंकेन्द्र की मर वृद्धि होने पर ही विद्युत संयोजन दिया जायेगा।
6. परिसर विधायित होने की स्थिति में विद्युत संयोजन नहीं दिया जायेगा।

(ए०के०एस०चौहान)
अधिराधी अभियन्ता (ग्राम)

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. कानपुर विकास प्राधिकरण (नवन विभाग), मोतीझील, कानपुर को पत्रांक सं० डी/778/भवन/10-11 दिनांक 01.09.2011 के अनुपालन में।
2. अधिराधी अभियन्ता (वि०) विकास नगर, कानपुर।
3. श्री हरिओम अग्रवाल, निवासी 107/263, नरहर नगर, कानपुर।

(ए०के०एस०चौहान)
अधिराधी अभियन्ता (ग्राम)

All Subject To Kanpur Jurisdiction



9335289919
7505222303

HARE KRISHNA DEVELOPERS

48/225, GENERAL GANJ, KANPUR - 208 001

Ref No.

Date: 15/4/2017

"Authorization Letter"

We all are the Land Owners and as per Consortium Agreement dated:26/04/2011, We all Authorize Shri Nand Kishore Agrawal to execute Sale Deed or Agreement, Allotment Letter or MOU, etc on behalf of "Hare Krishna Developers"

For Hare Krishna Developer

Nand Kishore Agrawal



pdfelement

ALLOTMENT/DEMAND LETTERRef HKC/02/16-17
Date 20.03.2017To,
Shri Nand Kishore Agrawal
R/o 8/85, Arya Nagar Kanpur

Sub: Allotment of Duplex in Project namely Hare Krishna City situated at Arazi No. 1801 to 1805 Kheora Katri Azad Nagar Kanpur.

Dear Sir/ Madam

Please refer to your application dated 01.03.2017 with Hare Krishna Developers situated at Arazi No. 1801 to 1805 Kheorakatri Azad Nagar Kanpur for the allotment of Duplex in the project namely Hare Krishna City situated Arazi No. 1801 to 1805 Kheorakatri Azad Nagar Kanpur, we are pleased to allot you a duplex in this project as per details given hereunder. This allotment is subject to terms and conditions of the allotment certificate and agreement detailed below and the same shall be binding upon the Allottee/s and the Company. This allotment certificate is liable to cancellation if the payment schedule is not adhered to. This cancels all previous allotment certificates issued against this allotment.

Allotment No 03

Duplex No 03

Plot / Land Area 127 sq mt. Super Built up Area 2828 sq ft

Basic Cost Rs 70,70,000 (Seventy Lac Seventy Thousand only)

PAYMENT PLAN

EARNEST MONEY (Booking Amount)

Paid through Cheque No.932471 dt 20.03.17 Rs 200,000/-

(a) TIME-LINKED INSTALLMENT PLAN

65% work completed	Rs. 4595500/-
Finance By Bank(65%)	- Rs 2,987,075/-
Payment By Party(35%)	-Rs 1,608,425/-
Advance Payment	-Rs (2,00,000)
Net Payment By Party	-Rs14,08,425/-

(b) CASE: DOWN PAYMENT

Demand of Balance Amount Rs. 4,395,500/-

Signature of 1st Allottee

Signature of Hnd Allottee

(C) CONSTRUCTION LINKED PLAN

At the time of possession 100%

Note:- Service Tax & Vat (if applicable) shall be charged extra as per government policy

Cost of Transformers, Generator, Miscellaneous charges, Interest Free Maintenance Security, Recurring maintenance charges, LEC, EDC Road repair, Water & Sewer Connection, Water Consumption, Club Membership, Administrative Expenses etc shall be payable within 30 days of written offer of possession of Final Demand Notice (FDN) over & above the basic cost.

Possession will be given one month after receiving entire payment as given in schedule including other charges & only after the execution of sale deed.

1.....
 2.....
 3.....

Signature of Allottee(s)

ALLOTMENT CONFIRMED

MANAGER MARKETING

PARTNER

Signature of 1st Allottee

Signature of Hnd Allottee



HARE KRISHNA DEVELOPERS

This Allotment Certificate Agreement is executed at Kanpur on this 20th March Day of 2017.

BETWEEN

HARE KRISHNA DEVELOPERS is a partnership firm, situated at it Arazi No. 1801 to 1805 Kheorakati Azad Nagar Kanpur (hereinafter referred to as Seller which expression shall include its assigns and successors etc. unless the subject and context requires otherwise) of the one part,

Mr Nand Kishore Agrawal S/o Late Ram Pr. kash Agrawal R/o 8/85, Arya Nagar, Kanpur

(Hereinafter singly or jointly as the case may be referred to as the Allottee(s) which expression shall include his/her/their respective legal heirs, successors, executors, transferees and assignees) of the other part.

WHEREAS the requisite Allotment Certificate and Agreement is being executed now incorporating the details embodied in the application, terms and conditions of which shall form part and parcel of this agreement unless superseded, directly or indirectly, by anything in this Agreement.

a. Headings are for the convenience only and shall not effect interpretation.

"Person" means any individual, Company, corporation, partnership, government or governmental authority or agency or any other legal entity.

"Project means residential group housing project namely, "Hare Krishna City" to be developed by the firm at Arazi No. 1801 to 1805 Kheora Kati Azad Nagar Kanpur consisting of Duplex, residential apartment building, commercial premises etc. and any other building as may be approved by the competent authorities.

B. ALLOTMET

1. It is only after applicant/s signs and executes the Allotment Certificate & Agreement on the Firm's standard format agreeing to abide by the terms and conditions laid down therein that the allotment shall become final and binding upon the Firm. If however, applicant fails to execute and return the allotment Certificate & Agreement within 30 days from the date of its

dispatch by the Firm, then allotment and/ or this application shall automatically be treated as cancelled and the earnest money be paid by the Allottee/s shall stand forfeited.

2. The Allottee/s has applied for allotment of the said Duplex with full knowledge of all the Act/laws/notifications and rules applicable to this area in general and in respect of Project in particular, which have been explained by the firm and understood by the Allottee/s.
3. The Allottee/s has fully satisfied himself/herself/themselves about the right, interest and the title of the firm in the land on which the project is being developed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by Allottee/s in this respect.
4. The Allottee/s acknowledge that the firm has readily provided all the information, clarifications etc. as required by them, and that the Allottee/s has relied solely on its/their judgment and investigation while deciding to execute the Agreement No other oral or written representation or statement shall be considered to be part of this agreement.
5. The Firm, relying on the confirmations, representations and assurances of the Allottee/s to faithfully abide all the terms and conditions and stipulations contained in this agreement has accepted in good faith, its application to allot said duplex in the project on the terms and conditions appearing hereinafter.

C. PAYMENTS

1. (a) Timely payments as indicated in the Payment Plan in the essence of the allotment. If any installment/ payment as per the schedules is not paid when it becomes due, the Company will charge interest @ 18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive months, the allotment will automatically stand cancelled without any prior intimation to the allottee/s and the allottee/s shall have no lien on the Said Duplex. In such a case, the Earnest Money shall stand forfeited and the balance amount forfeited and the balance amount paid, if any, will be refunded without any interest/ compensation. However, without prejudice to Company's rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest @ 18% per annum on the delayed payments along with restoration charges as per the Company policy and restore the allotment if the said duplex cancelled is still available with the Company or the Company at the option of Allottee may allot similar Said duplex, subject to availability in lieu thereof.
- (b) It is clarified that in default case, if part payment is received from Allottee/s, such payment will be first adjusted against the interest on delayed payments till date and then against the earlier payment due. If after such adjustment there still remain some defaults of more than 3 months, it will be a fit case for cancellation of allotment.
- (c) The refund after deduction of Earnest Money and adjustments of interest on delayed payments, if any, shall be made out of the sale proceeds from the re-allotment of the said duplex. If, for any reason, the re-allotment or the sums to be received out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay by the Allottee/s.

(d) The payment will be considered received when it actually gets credited to the Bank Account of the Firm. Further, the Firm shall not be liable to inform the Allottee/s in case of dishonor of his/her cheque. The Allottee/s shall be responsible for the default caused due to dishonor of cheque.

2. The Allottee/s understands and agrees that in case allottee, at any time, requests for the cancellation of the allotment of said Firm, the Firm shall have the right at its sole discretion to accept/reject such request for cancellation. It is further understood & agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claims etc. after adjustments of interest accrued on delayed payment (if any) provided that the basic price of said duplex (as applicable then), upon its re-allotment to any person (s), is received. If, for any reason, the re-allotment or the sums to be received out of such re-allotment is delayed, the refund will accordingly be delayed without any claim towards interest for such delay by the allottee/s.

3. In-case the Allottee/s want to avail of a loan facility from his/her/their employer or financing bodies to facilitate the purchase of the said duplex, the Company shall facilitate the process subject to the following:

a) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee/s only including repayment of loan and interest thereon.

b) The responsibility of getting the loan sanctioned and disbursed as per the Firm's payment schedule will rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment to the company as per schedule, shall be ensured by the allottee/s shall be governed by time provisions contained in clause 1 as above.

c) In case of default in repayment of dues of the financial institution/ agency by Allottee/s the Company on receipt of intimation to the effect by the financing agency and without any reference to the allottee shall proceed to cancel the allotment of the said duplex and repay the amount received till that date after deduction of Earnest Money and Interest on delayed payments directly to financial/institution agency. Upon such cancellation, the Allottee/s shall not be left with any right, interest, lien on the said duplex, the refund to the employer/financing institution/agency and the Allottee/s (after deductions/adjustments amounts as aforesaid) shall be governed by the provisions provided in clause 1 above.

d) The Company shall issue NOC to mortgage in favor of employer/financial institution/agency based on the Allottee/s request subject to up-to-date of all dues.

D. COMPLETION OF DEVELOPMENT WORKS OF THE SAID PLOT

1. That completion of the Basic Infrastructure Work of the Said duplex shall be subject to force majeure conditions and timely receipt of the entire cost & other payments as per the terms of allotment. However, if the Allottee/s opts to pay in advance of schedule discount may be allowed but the completion schedule shall remain unaffected.

2. The area of the said duplex is tentative and subject to change due to revision of the layout plan or architectural reason which may result in change (decrease/increase) in the area of the said duplex change in dimension, size, location, number, boundaries etc. Any change in size, location, number, boundaries shall be confirmed by the firm prior to issuance of final demand notice/offer of possession. In case of variation in actual area vis-a-vis booked area, the firm at its sole discretion will ensure necessary adjustments in the basic area, pro rata. If the final area of the said duplex varies upto 10% then the allottees shall be liable to pay difference in price/entitled for refund at the rate prevailing at the time of allotment of said duplex and in case final area varies beyond 10% then the current rate shall be applicable. On reduction in the area of the said duplex as aforesaid excess amount received shall be refundable without interest and without any rebates. No cost adjustment shall be made on change in area dimension of the said duplex i.e. length and width without any change in its area.
3. The project is under development and as such the firm shall be entitled to make any variations, alterations, amendments or deletions in the facilities, open spaces, recreation areas or any other areas and/or relocate/realign service and utility connections and lines, as the Company may deem fit in its sole discretion in the overall interest and benefit of the project or if the same is required by the concerned authority (ies).

E. POSSESSION

1. The possession of the said duplex will be given after execution of transfer/sale deed, subject to (a) force majeure conditions, (b) completion of basic infrastructural work and (c) payment of all the amounts due and payable by the allottee/s upto date of such possession including maintenance charges, IEMs & other charges etc. to the firm.
2. (a) The Allottee/s has to make up to date payment of all dues within 30 days of written offer of possession or Final Demand Notice (FDN). Further, the Allottee/s has to take possession of the said duplex within 60 days of the written offer of possession or final demand notice (herein "Said Period") from the firm failing which the said duplex will lie at the risk & cost of the Allottee/s. In other words, possession of the said plot shall become due on the date of expiry of the said 60 days Period (herein "Possession due date"). The allottee/s understands & agrees that the maintenance charges (defined hereinafter) and other charges etc. as applicable, shall become due/ payable effective from the possession due date or the actual date of possession, whichever or not the allottee/s take over possession of the said Plot.
(b) The Allottee/s understands & agrees that in the event of his/her failure to take over the possession of the said Plot beyond 60 days from the possession due date, then the allottee/s shall be liable to pay holding charges, maintenance charges, other charges etc. for the period of delay in taking over actual physical possession of the said duplex.
3. In case Allottee/s fails to take possession of the said duplex after possession due date the he/she/they shall be liable to pay holding charges @ Rs.2 per sq ft per month respectively of the area of the said duplex till the date of actual possession of the said duplex.
4. Upon the Allottee/s taking possession or receiving deemed possession of the said duplex, the allottee/s shall not raise any dispute and/or make any claim in respect of the said duplex against the firm and he/she/they shall be entitled to the use and occupy the said duplex without any interference but subject to the terms and conditions, stipulations contained in the allotment agreement.

5. The Allottee/s agrees and undertakes to sign the standard format of possession document/s, maintenance agreements etc. as and when called upon to sign by the firm and shall abide by its terms and conditions contained therein. The Allottee/s shall pay charges towards interest free maintenance and other charges etc. At the time of offer of possession.
6. The possession date of the said duplex as agreed upon is only indicative and the firm may offer possession before that date. In case of early possession, the balance installment shall become due and payable immediately.
7. The Allottee/s shall pay in respect of his/her/their said duplex all charges payable to various departments for to the firm (as may be applicable) for obtaining service connections like electricity, telephone, water, sewer etc, including security deposit for sanction and release of such connections as well as service charges pertaining thereto as and when demanded or requisite. If the firm pays these similar charges in bulk to any public or private agency then it shall be liable to recover the same on pro rata basis from the Allottee/s.
8. If the Firm provides infrastructure for broad band, telephone, cable T.V etc. the firm is entitled to recover the cost on pro rata basis from the allottee.

F. MAINTENANCE

1. On completion of Basic Infrastructure work or offer of possession or deemed possession of the said duplex whichever is earlier, an interest free maintenance security (IFMS) toward the maintenance and upkeep of the said duplex/project shall be payable by the allottee/s to the firm.
2. It shall be incumbent on each allottee to form and join an association comprising of the allottees for the purpose of management and maintenance of the project.
3. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. if any common space is provided in any block for organizing meetings and small function, the same shall be used on payment basis.
4. The Allottee/s or its nominees/agents/employees etc, shall at all times comply with the rules and regulations laid down by the firm or its nominated Maintenance Agency.

G. SALE DEED / TRANSFER DEED

1. The execution of sale/deed in respect of the said duplex shall be subject to up to date payment of all the amounts due and payable by the Allottee/s including maintenance charges, IFMS, stamp duty, freehold charges and other charges etc to the firm. The Allottee/s undertakes to get executed and get registered the sale/deed of the said duplex within 30 days intimation by the firm in writing, failing which the firm shall be entitled to cancel the allotment and forfeit the Earnest money, adjust the interest accrued on delayed payments (if any) etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-allotment/re-sale of the said duplex.

2. All costs, expenses, stamp duty, freehold charges, registration fee, at the prevailing rate an incidental expenses toward execution and registration of Sale deed, including documentation will be borne by the Allottee/s only. If the Company incurs any expenditure towards the registration of the said duplex, the same will be reimbursed by the Allottee/s.

3. That prior to execution of sale deed, the allottee shall not be allowed to transfer his/ her right and interest in allotment without prior written consent of the Firm. However the firm at its sole discretion unless restrained by any lawful order to do so and subject to no subsisting breach of any of the term of allotment or payment of upto date dues and charges payable as per allotment and subject to applicable laws & notifications or any government directions as may be in force, may permit such transfer on payment of such charges and on such terms as may be stipulated. The Allottee shall exclusively be liable for legal, fiscal or other implications as may arise on allowing such transfer/assignment of interest in the said duplex. In the event of any restriction at any time after the date of allotment to restrict nomination/ transfer/assignment of allotted said duplex by any authority, the firm will comply with the same and the Allottee(s) has specifically noted the same.

4. The Allottee/s, for any subsequent transfer of the said duplex of the said duplex by way of sale or otherwise after execution and registration of sale/ conveyance deed in his/her/their favor, shall obtain " No dues Certificates" from the firm or the maintenance as per the policy of the firm and on payment of such administrative charges as may be prescribed.

H. INDEMNIFICATION

The Allottee/s shall indemnify and keep the firm, its agents, employee/s representative/s, estate & effect indemnified and harmless against all actions, proceedings or any losses, costs, charges, expenses, losses or damage suffered by or caused to the firm, by reason of any breach or non-observance, non- performance of the terms and conditions contained herein by the Allottee/s and due to non-compliance with any rules, regulations, laws as may be laid down by any authority/department/government and/or non-payment of municipal taxes, charges and other outgoings in respect of the said duplex. The Allottee/s agrees to pay such losses on demand that the firm may or likely to suffer, in addition to any other right or remedy available to the Firm.

I. SEVERABILITY

If any provision of this agreement shall be determined to be void or unenforceable under Application laws/order/notification, such provision shall be deemed amended or deleted to the extent necessary to conform to applicable laws and the remaining part shall remain valid and enforceable as applicable at the time of execution of this agreement.

J. FORCE MAJEURE

The firm shall not be held responsible or liable for not performing or delay in performing any of its obligations as provided herein, if such performance is prevented, delayed or hindered by any reason(s), which are beyond the control of the firm/ could not have been prevented or reasonably overcome by the firm with the exercise of reasonable skill and care/ does not result from the negligence or misconduct of the firm and materially and adversely affects the performance of any obligation hereunder, including but not limited to non-availability of any building material due to market conditions or enemy action or

natural calamities or Act of God or strike, lockout, or other labor disorder, act of foreign or domestic de jure or de facto government, whether by law, order, legislation decree, rule, regulation or otherwise, revolution, civil disturbance, breach of the peace, declare or undeclared war, act of interference or action by civil or military authorities or any other cause beyond control of the firm.

K. GENERAL TERMS AND CONDITIONS

1. The address given in this application form shall be taken as final unless, any subsequent change has been intimated under Regd. No letter. All demand, notices, letters etc. posted at the address given in the application form / allotment certificate & agreement shall be deemed to have been received by the Allottee/s for desired compliance(s). In case of application/s with joint names, the firm may, at its discretion, without any claim from any person may do correspondence with any of the joint applicant which shall be deemed to have been made and communicated to other co-allottee.
2. The Allottee/s acknowledges that the firm has raised and shall have the right to further raise loan from any bank/financial institution/body corporate by way of creating charge/mortgage of the project/ along with the land underneath, subject to condition that (i) the firm shall obtain no objection certificate (NOC) from the said bank/financial institution/body corporate with respect to the allotment of the said duplex and (ii) the said duplex shall be free from all encumbrances at the time of execution of sale deed.
3. The Allottee/s shall make all payments through demand draft/cheque drawn in favor of "Hare Krishna Developers" payable at Kanpur or as may be directed by the firm.
4. All Taxes, assessment, charges etc. as may be levied by local body(s) or any lawful authority upon the property to be developed by the Allottee on said duplex/project shall be paid and borne by allottee(s) from the date of levy.
5. The Allottee/s acknowledge that he/she shall, on taking possession or possession due date of the said duplex, have no right to object to construction and development by firm in a reasonable manner, adjoining the said duplex so as to complete the construction and development as per the approved layout/ building plan.
6. The firm has made clear to the Allottee/s that the project will be developed and completed in phases and the firm shall be carrying out extensive development/construction activities for many years in future in the project and shall also be connecting/linking the amenities/facilities viz electricity, water sanitary/drainage system etc. of additional development/construction with the existing ones in the project. The Allottee/s has confirmed that he/she they shall not make any objection or make any claim or withhold any payment as demanded by the firm on account of inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental relating activities as well as connecting/linking of amenities/facilities etc as above said. The Allottee also consents that if due to additional construction/development the green area etc gets reduced then he/she/they shall not raise any objection/ claim in this regard against the firm.
7. The Allottee/s shall at its own cost and expense directly apply electricity connection of such permissible load as he/she/they make require from the concerned authorities for supply of electricity through Grid subject to its technical viability to the said duplex and building to be constructed thereon.

8. The Allottee/s acknowledges that in case of breach of any terms & conditions contained herein then beside and without prejudice to firm's rights available herein/under law, the firm shall have right to cancel the allotment (as may be) of the said duplex and take over the possession of the said duplex. As a result of such cancellation, the refund (if any) after deduction of Earnest Money and dues under various heads as stipulated herein shall be governed by the terms & conditions contained herein or other applicable policy framed from time to time by the firm. Further, the firm shall, thereafter, be free to re-allot and/or deal with said duplex in any manner whatsoever at its sole discretion.
9. The Allottee/s acknowledges that any alteration/changes made in this application/allotment certificate & agreement by him/her/them shall render this application/allotment certificate & agreement as "null and void" to that extent.
10. In the case of any conflict between the terms contained herein and the terms/specifications mentioned in firm's sale brochures/CO walk through, advertisement(s). Other sale document(s) and application form., then the terms contained herein will prevail.
11. The Allottee/s will have to pay the stamp duty and /or other incidental charges, if levied or imposed any local administrative, State Government, Central Government or any other lawful authority on Allotment certificate & agreement.
12. All or any disputes arising out or touching upon or in relation to the terms hereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the courts at Kanpur shall have the jurisdiction in all matters arising out of touching and/or concerning there to regardless of the place of execution which is deemed to be at Kanpur.
13. The firm may at its sole discretion appoint/engage designated service provider(S) for various facilities in the project/Complex viz cable, intercom, gas supply, satellite/cable/internet etc. The Allottee/s agrees with the said arrangement and also specifically agrees that it will not be possible to grant flexibility in choosing vendors for various such services at the individual said duplex level and understands that he/she/they will have to go with the choice of such service providers at a bulk level for the entire project/complex. Further, the Allottee/s agrees to enter into specific service providers at a bulk level for the entire project/ complex. Further, The allottee/s agrees to enter into specific service supply agreements with each of these service providers at their standard commercial terms.
14. The Allottee/s may be offered membership of the club, if provided, in the project on stipulated terms and fee at a prescribed rate but shall not have any ownership right on the club or club area. The Allottee/s shall have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.
15. That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the laws of India.

The Allottee/s have read through the terms and conditions with regard to allotment of said duplex in the project, including allottee/s rights and liabilities arising out of allotment of said duplex applied for, including regulations to the right of usage of said duplex applied for as also explained and detailed by the firm. After due contemplation and careful consideration to all

facts, terms, conditions and representations made by the firm, the allottee/s have decided to sign allotment certificate and agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands at the place and on the day, month and year first above written under their respective signatures and in presence of following witnesses.

Signature of 1st Allottee

Name

Date

Place

 pdfelement



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NO OBJECTION CERTIFICATE

This No Objection Certificate is issued by Hare Krishna Developers at Arazi No. 1801 to 1805 Kheorakatri Azad Nagar Kanpur for their project "Hare Krishna City at Arazi No. 1801 to 1805 Kheorakatri Azad Nagar Kanpur to the Allottee of Duplex No 3. Mr Nand Kishore Agrawal S/o Late Ram Prakash Agrawal R/o 8/85, Arya Nagar, Kanpur

The Firm hereby offers its consent for the Duplex No 3 Mr. Nand Kishore Agrawal as under

1. The Allottee can take the loan from any Bank/ Financial Institution/ Employer on the above Duplex.
2. The Allottee can execute any loan agreement or other documents required by Bank/ Financial Institution/ Employer for taking the loan against this Duplex.
3. The Allottee can mortgage the above Duplex to any Bank/ Financial Institution/ Employer.

Thanking You
Yours Faithfully

For Hare Krishna Developers

Partner