प्रपत्र–1

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भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

R 885309

AGREEMENT.
Date of Execution: 22-09-2012
Place of Execution: Lucknow
Wed: Raja Bijli Pasi

This agreement is entered into between Smt. Laxmi Shahi wife of Sri. Raj Kumar Shahi resident of Flat No.006, Gyan Ganga Apartment 179, Fairabad Road, Lucknow (hereinafter called the First Party which expression shall mean and include their heirs, successors, administrators and assigns)

AND

M/S Fairdeal Properties (P) Ltd having its registered office at Flat No.1 New Market Hazrat Ganj, Lucknow through its Director Sri. Rahul Om Arora son of Sri. Raghunandan Nath Arora resident of 22/5A Madan Mohan Malviya Marg, Lucknow (hereinafter called the Second Party or the Developer which

Laxmi Shahi

Laxmi Shahi

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

उत्तर प्रदेश UTTAR PRADESH

expression shall mean and include its successors, administrators and assigns.)

WHEREAS the First Party is the owner of the land measuring about 483.27 Square Metres (about 5200 square feet) bearing Khasra Plot No563 at Aurangabad Jagir, Ward Raja Bijli Pasi, Pargana, Tehsil and District Lucknow more fully described in the Schedule hereto. ; AND

WHEREAS The Second Party is a Developer having experience in making commercial as well residential complexes; AND

WHEREAS the parties hereto are desirous of developing the said property into a residential complex on the terms mutually settled between the parties and in order to avoid any dispute or misunderstanding the

Deepak Shukla

Deepak Shukla

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एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

उत्तर प्रदेश UTTAR PRADESH

parties have agreed to reduce into writing the same by way of this Agreement:

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

ARTICLE-1.
DEFINITIONS:

1.1 First Party- shall always mean the owner of the land more fully described in the schedule to this agreement and shall include her heirs, successors, administrators and assigns.

1.2 Second Party or Developer: shall mean and include M/S Paardeal Properties (P) Ltd and shall mean and include its successors, administrators and assigns.

1.3 The said land: shall always mean and include the land which is the subject matter of this agreement

Karuna Shukla Karuna Shukla

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

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उत्तर प्रदेश UTTAR PRADESH

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and is more fully described in the schedule to this agreement.

1.4 Common facilities: shall mean and include the corridors, stairs, passages, parking space, drive ways and such other spaces and facilities whatsoever required for the proper use and enjoyment of the proposed building or a part thereof.

1.5 Saleable space: shall mean the space in the proposed new building available for independent use and occupation leaving the common facilities and the space required there for.

1.6 First Party's allocation: shall mean thirty percent (30%) of the net realization of the total saleable area of the proposed building.

1.7 Second Party's allocation: shall mean the remaining seventy percent (70%) of the net realization of the total saleable area of the proposed building.

Sarvesh Shukla

Sarvesh Shukla

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

सत्यमेव जयते

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

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PRY. LKO.

ARTICLE-2 OWNER'S TITLE:

2.1 That the First Party hereby declares and assure to the Second Party that they have good, clear and absolute right and title over the said land which is the subject matter of this agreement.

2.2 That the said property is free from all sorts of transfers, charges, encumbrances, lens, attachments etc. of whatsoever nature.

2.3 That no notice of acquisition or requisition has been received nor has been served upon the First Party nor is the property subject to any acquisition.

2.4 That the First Party shall not create and charge over the property by mortgaging the property and in case any earlier liability is found the same shall be recoverable from the share of the First party only.

Laxmi Shukla

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आदर्श कोषागार, लखनऊ

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भारत

रु. 25000 पच्चीस हजार रुपये

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उत्तर प्रदेश UTTAR PRADESH

ARTICLE-3.
COMMENCEMENT:

3.1 That the First Party grants subject to the conditions contained herein after the exclusive rights to the Second Party to build a residential complex over the said land in accordance with the plan /plans as may be decided and deemed proper by the Second Party.

3.2 That after the signing of this agreement the Second Party shall proceed with the preparation of necessary plan / plans, lay out, designs and model of the project on the said land and the same shall be submitted for necessary sanction to the concerned authorities for the purpose for and on behalf of the First Party.

3.3 That the building plans, and designs etc. to be prepared by the Second Party shall be for the

Laxmi Shahi

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कैलाश, उरेमापार, लखनऊ

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

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Rs. 25000 TWENTY FIVE THOUSAND RUPEES

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maximum permissible covered area in the super structure. All the cost and expenses for getting the necessary sanction shall be borne and paid by the Second Party. However the presently permissible FAR of the area is 1.5 with an additional purchasable FAR of .50 @ the rate specified by LDA and there is also 10% Compoundable FAR which can be got regularized after paying the prescribed fees. In case the additional FAR (purchasable + compoundable) are desired to be achieved the cost of the same including fees etc would be borne by both the parties in the ratio of 30:70.

3.4 That it shall be the sole responsibility of the Second Party to apply and obtain all the required permissions and sanctions of the building plans from the concerned authorities / departments as may be required from time to time. The map approval by Lucknow Development Authority

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रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

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would be the responsibility of the Second Party, which will take around 3 months.

3.5 That the First Party hereby authorises the Second Party that if during the course of construction of the complex any changes, alterations and deviations from the plan becomes necessary or desirable, the same may be carried on by the Second Party at its sole discretion, provided the same are with in the prescribed parameters of the sanctioning authority.

3.6 That the Second Party shall be entitled to apply and obtain water and electric connections for the construction of the complex at the site.

ARTICLE-4.
BUILDING:

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Lovna Shahi

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लखनऊ

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भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

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4.1 That the Second Party shall construct the building consisting of such floors as may be permissible at the relevant time as per plan.

4.2 That the total cost of construction of the complex including sanitary and plumbering as per requirement of the complex shall be borne and paid by the Second Party

4.3 That the building shall be made on RCC pillars and beams with brick walls while the slabs will also be of RCC.

4.4 That the Second Party shall provide all such facilities that may be required to be provided in accordance with the statutory by-laws and regulations of the local authority competent in respect of such complex.

4.5 That in order to facilitate the Second Party to implement the terms of this agreement and construct the proposed complex efficiently, the First Party shall execute in favour of the Second

Laxmi Shukla

Laxmi Shukla

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रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

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उत्तर प्रदेश UTTAR PRADESH

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Party a General power of attorney and shall grant all such authority as may be required by the Second Party in this respect in addition to this agreement which itself authorizes the Second Party to do all such acts and execute such deeds and documents as may be necessary to give effect to the terms of this agreement.

4.6 That the construction work of the proposed complex shall be commenced by the Second Party within three months from the date of release of approved plan by the Lucknow Development Authority and the Second Party shall complete the construction within 2 years from the date of commencement of construction however this period may be extended by another six months due to unforeseen causes and circumstances.

4.7 That the First party hereby authorizes the Second Party that if during the course of construction of

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Laxmi Shukla

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the proposed building any alteration, changes, deviations, etc. from the sanctioned plan may become necessary, desirable or convenient the same may be carried out by the Second Party.

ARTICLE-5
CONSIDERATION:

5.1 That as the consideration for the Second Party, developing the entire complex at its own cost the Second Party shall be entitled to seventy percent of the net realization of the total saleable area of the proposed building.

5.2 That in case if in the built up area any part is left to be sold, the Second Party shall have the option to pay and buy the said portion of the building at the prevalent market rate and there after that share

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जिलाधिकारी कार्यालय, लखनऊ

दिनांक 26/12/2022

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जिलाधिकारी कार्यालय लखनऊ

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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रु. 25000 पच्चीस हजार रुपये

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उत्तर प्रदेश UTTAR PRADESH

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of space shall vest exclusively with the Second Party.

5.3 That the parking space and all other common facilities in the proposed complex will be enjoyed by the transferees / tenants of the First Party as well as the Second Party proportionately.

5.3.1 That the Second Party shall have the right to book, sell, lease, mortgage or dispose off the entire constructed area of the proposed complex in parts or as a whole to any person of its choice on such rate or rates as the Second Party may consider and such sale consideration shall shared by the First and Second party in the ratio of 30:70.

ARTICLE-6

6.1 That the Second Party hereby agree and covenant with the First Party to complete the construction work of the complex as early as

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possible subject to force majeure or the conditions beyond the control of the Second party.

6.2 That the Second Party hereby agree and covenant with the First Party not to violate or contravene any of the provisions or rules applicable for construction of the said complex. The Second Party hereby agree not to do any act, deed or thing whereby the First Party is prevented from enjoying, selling, assigning or disposing off any part or portion of the share allocated to the First Party in the said complex.

ARTICLE – 7

OWNER'S OBLIGATIONS: DEVELOPER'S OBLIGATIONS:

7.1 That the Second Party shall be entitled to display sign boards, advertisements etc. for the purposes

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of construction and selling / transferring of the flats etc. in the complex. The Second Party shall also be entitled to give advertisements in the news paper etc. for selling, letting or transferring of the flats in the complex.

7.2 That the First Party hereby agrees and covenant that it shall not interfere in any way whatsoever in the construction work of the complex by the Second Party.

7.3 That all agreements, contracts etc. which the Second Party may enter into with regard to the construction of the complex shall always be attorned by the First Party.

ARTICLE -8

Laxmi Shukla

Laxmi Shukla

26-10-18
Dr. [illegible] DESHMUKH

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8.1. That the First Party shall execute and authorise the Second Party to do all such acts, deeds and things which may be necessary for the completion of the complex.

8.2 That the First Party also agree and undertake to execute all such deeds and documents as may be desired by the Second Party in connection with the transfer of the Second Party's share in the complex.

8.3. That the First Party undertakes that he shall not in any way harm, encumber, mortgage or create any charge over any part or whole of the land which may cause interruption in the construction of the proposed complex.

8.4. That the First Party hereby agree and covenant that entering in to this agreement shall not be deemed or considered as constituting a partnership or as a joint venture between them and as a matter of fact the parties have entered

Lovini Shahi

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उत्तर प्रदेश UTTAR PRADESH

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into this agreement on a principal to principal basis.

ARTICLE-9
OWNER'S INDEMNITY:

9.1 That the First Party hereby undertakes and indemnifies that the Second Party shall be entitled to enjoy the portion allocated to them with out any interference or disturbance from any body whomsoever.

ARTICLE-10
DEVELOPER'S INDEMNITY:

10.1 That the Second Party hereby undertakes to keep the First Party indemnified against all third party claims and actions arising out of any act of

Kumi Shukla

Kumi Shukla

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रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

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उत्तर प्रदेश UTTAR PRADESH

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commission or omission of the Second Party in or relating to the construction of the said complex.

ARTICLE-II
MISCELLANEOUS:

II.1 That the First Party and the Second Party have entered into this agreement purely on principal to principal basis and nothing herein shall be deemed or construed as the partnership nor joint venture nor they shall constitute an association of persons. Each party shall keep the other indemnified from the acts of commissions and omissions of each other.

II.2 That force majure shall mean and include flood, earth-quake, riot, war, storm, tempest,

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Rs. 25000 TWENTY FIVE THOUSAND RUPEES

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उत्तर प्रदेश UTTAR PRADESH

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civil commotion, strike, lockout, govt. action or any other act of commission or omission beyond the control of the Second Party.

11.3 That though the First Party has agreed to execute a general power of attorney in favour of the Second Party, the First Party further undertakes and agree to do all such acts and execute all such deeds which may be necessary for the construction of the complex as may be desired by the Second Party.

11.4 That the First Party further agree that the Second Party shall be entitled to use such materials, articles and things, in the construction of the building as may be deemed proper by the Second Party and the First Party shall not interfere in any way whatsoever nor cause any hindrance in the

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Lavesh Shukla

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Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

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construction and completion of the complex.

11.5 That henceforth all the cost and expenses of construction etc. of the complex are to be borne by the Second Party.

11.6 That the Second Party will pay Rs20,00,000/- as security to the first party out of which the second party has paid a sum of Rs2,00,000/- at the time of execution of this agreement and shall pay the balance sum of Rs.18,00,000/- after release of construction plan from Lucknow Development Authority and before starting construction of the residential complex.

The entire security amount shall be refunded to the Second Party with out any interest on completion and handing over of the First Party's share in the complex. The

Jasvi Shahi

Jasvi Shahi

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रु. 25000 Rs. 25000

INDIA

उत्तर प्रदेश UTTAR PRADESH

B 955806

First Party may refund the security amount in cash or may get the same adjusted from his share of the complex.

11.7 That in case of violation of any of the terms of this agreement by the First Party if the Second Party is put to any loss then the First Party shall be liable to compensate the same after the matter is duly settled by the mutually agreed arbitrator.

ARTICLE-12
POSSESSION

12.1 That the actual possession of the land has been delivered to the Second Party on execution of this agreement.

Deepak Shahi Deepak Shahi

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भारत

रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

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उत्तर प्रदेश UTTAR PRADESH

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12.2 That the Second Party shall have the right to seek the specific performance of this agreement in case of any default on the part of the First Party.

ARTICLE-13.
ARBITRATION:

13.1 That all disputes and differences between the parties hereto regarding any construction or interpretation of any of the terms and conditions of this agreement or in respect of any matter relating to or concerning these presents or the subject matter of this agreement including the rights and liabilities of the parties, the same shall be referred to and decided by the arbitrator who would be appointed by mutual consent of both the parties, whose

Kamal Shukla Kamal Shukla

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रु. 25000 पच्चीस हजार रुपये

Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

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decision shall be final and binding upon the parties.

ARTICLE-14
JURISDICTION:

14.1 That all disputes, claims, actions and matters shall be subject to the jurisdiction of court at Lucknow only.

ARTICLE-15
STAMP DUTY:

15.1 That the Second Party will pay the entire stamp duty and registration charges of this agreement. This being a Builder Agreement the stamp duty as per Article 5 (b-2) on the value of the land has been paid. The total area of the land is 483.27 Square Metres the value thereof at the rate of Rs15,000/-

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Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

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per Square Metres comes to Rs72,49,071/- on which the stamp duty of Rs5,07,500/- is being paid.

ARTICLE-16
TAXES

16.1 Both the parties will be liable to pay all the taxes as may be applicable from time to time in respect of their respective portions.

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72,53,071/-

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भारत

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Rs. 25000 TWENTY FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

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SCHEDULE OF PROPERTY:

land measuring about 483.27 Square Metres (about 5200 square feet) bearing Khata Plot No. 363 at Aurangabad Jagir, Ward Raja Bijli Pati, Pargana, Tehsil and District Lucknow and bounded as under:

North :	Shaheed Path
South:	Remaining Land of Raj Kumar Shahi
East :	Property of Mrs. Amrit Kaur & Mr. Rajender Nath Hoja
West :	House of Mr. Anwar & plot of Shatrughan Lal Yadav

Jawahir Shahi Jawahir Shahi

आदर्श कोषागार, लखनऊ

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Registration No. : 7868

Year : 2,012

Book No. : 1

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In witness whereof the parties have put their respective hands on this agreement on the date month and year first above written.

Witnesses:

1. Raj Kumar Shahi
Son of Ranjeet Shahi
R/o Flat No. 006, Gagan
Gangan Apartment, 179,
Faizabad Road, Lko

2. Dipti Verma
Advocate
High Court
Lko.

Lovni Shahi
Lovni Shahi
FIRST PARTY.

SECOND PARTY.

Drafted By: Dipak Seth, Advocate
1-2, Kaiser Bagh Avenue
Lucknow.

Typed By: Smita Mishra
40, Kaiser Bagh
Lucknow.

विक्रय

Registration No. : 17868 Year : 2012 Book No. : 1

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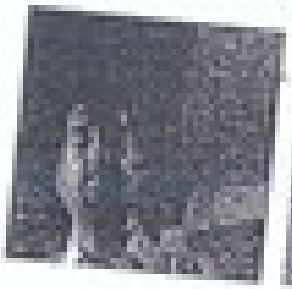

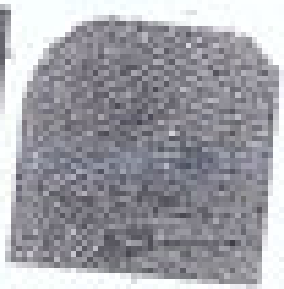

ROOPALI PANDE
Advocate

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Government of Uttar Pradesh

e-Stamp

Certificate No.	:	IN-UP00418223466556M
Certificate Issued Date	:	21-Jul-2015 01:41 PM
Account Reference	:	SHCIL (FI)/ up0418/LUCKNOW/UP-LKN
Unique Doc. Reference	:	SUBIN-UPUP0418201508150000825104
Purchased by	:	RAHUL OM ARORA SON OF SRI RAGHUNANDAN NATH ARORA
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	AURANGABAD JAGIR, LUCKNOW
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	RAJ KUMAR SHAH SON OF RAMJEET SHAH
Second Party	:	RAHUL OM ARORA SON OF SRI RAGHUNANDAN NATH ARORA
Stamp Duty Paid By	:	RAHUL OM ARORA SON OF SRI RAGHUNANDAN NATH ARORA
Stamp Duty Amount(Rs.)	:	14,00,000 (Fourteen Lakh only)

Please write or type below this line

XM 0000354774

VOID VOID VOID VOID VOID VOID VOID VOID

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

AR 490358

(2)

Date of Execution : 21/07/2014

Place of Execution : Lucknow

Ward : Raja Bijli Pasi

AGREEMENT

This agreement is entered into between **Sri RAJ KUMAR SHAHI, S/o Sri. Ramjeet Shahi resident of Flat No.006, Gyan Ganga Apartment 170, Fairabad Road, Lucknow** (hereinafter called the **First Party** which expression shall mean and include his heirs, successors, administrators and assigns)

AND

Sri RAHUL OM ARORA, Son of Sri. Raghunandan Nath Arora, resident of 22/5A Madan Mohan Malviya Marg,

No. 15058 Dt. 21.7.19

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

AW 490357

15 JUL

Lucknow (hereinafter called the Second Party or the Developer which expression shall mean and include his successors, administrators and assigns)

WHEREAS the First Party is the owner of the land measuring about 2776.77 Square Metres (about 29878 square feet) bearing part of Khasra Plot No. 563 & 564 at Aurangabad Jagir, Ward Raja Bijli Pasi, Pargana, Tehsil and District Lucknow more fully described in the Schedule hereto, ; AND

WHEREAS the adjoining land measuring 483.27 square meters (about 5200 square feets) bearing part of Khasra Plot No563 & 564 at Aurangabad Jagir, Ward Raja Bijli Pasi, Pargana, Tehsil and District Lucknow is owned by Smt. Laxmi Shahi wife of the First Party and for which an agreement dated 27/09/2012 has

[illegible] 21-2-17

[illegible] 50201/ [illegible]

[illegible] कार्यालय आदेश करने हेतु [illegible]

[illegible] सिंह, [illegible]

[illegible]

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

AB 490356

15 JUL 2013

already been executed with M/s Faridcol Properties (P) Ltd through its Director Sri Rahul Om Arora which is duly registered in the office of sub registrar (1) Lucknow on 28/09/2012 at book No 1Volume 14786, pages 231-282 at No 17868.

AND WHEREAS the present agreement is executed between the parties and the Second party is permitted to develop the entire land under this agreement as well as the agreement dated 27/09/2012 referred to above together so as to fully utilize the land in the best interest of the parties for which the First Party shall have no objection.

WHEREAS the Second Party is a Developer having experience in making commercial as well residential complexes; AND

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रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

AH 490465

WHEREAS the parties hereto are desirous of developing the said property into a residential complex on the terms mutually settled between the parties and in order to avoid any dispute or misunderstanding the parties have agreed to reduce into writing the same by way of this Agreement;

NOW THIS AGREEMENT WITNESSETH AS UNDER :-

ARTICLE-1

DEFENITIONS:

1.1 First Party- shall always mean the owner of the land more fully described in the schedule to this agreement and shall include his heirs, successors, administrators and assigns.

क्रमांक 10058 दिनांक 21/12/19
विषय [illegible]
[illegible]
[illegible] वर्ष 2019-20 [illegible]

आयोग दावे, महाराष्ट्र शिवाजी
[illegible]
[illegible] 20-03-2019

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

AW 490464

1.2 Second Party or Developer: shall mean and include Mr Rahul Om Arora and shall mean and include its successors, administrators and assigns.

1.3 The sold land: shall always mean and include the land which is the subject matter of this agreement and is more fully described in the schedule to this agreement.

1.4 Common facilities: shall mean and include the corridors, stairs, passages, parking space, drive ways and such other spaces and facilities whatsoever required for the proper use and enjoyment of the proposed building or a part thereof.

1.5 Saleable space: shall mean the space in the proposed new building available for independent use and occupation leaving the common facilities and the space required there for.

[illegible]

[illegible]

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

AW 490463

1.6 First Party's allocation: shall mean thirty percent (30%) of the net realization of the total saleable area of the proposed building.

1.7 Second Party's allocation: shall mean the remaining seventy percent (70%) of the net realization of the total saleable area of the proposed building.

ARTICLE-2

OWNER'S TITLE:

2.1 That the First Party hereby declares and assure to the Second Party that they have good, clear and absolute right and title over the said land which is the subject matter of this agreement.

[illegible] 21/7/13

[illegible]

[illegible]

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[illegible]

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000 Rs.5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

AW 282631

(8)

2.2 That the said property is free from all sorts of liabilities, charges, encumbrances, liens, attachments etc. of whatsoever nature.

2.3 That no notice of acquisition or requisition has been received nor has been served upon the First Party nor is the property subject to any acquisition.

2.4 That the First Party shall not create and charge over the property by mortgaging the property and in case any earlier liability is found the same shall be recoverable from the share of the First party only.

2.5 That the land which is subject matter of this agreement has no direct access from any of the sides to the road and

क्रम संख्या 32853

क्रय तिथि 21-7-14

क्रय द्वारा क्रय का प्रयोजन 2

क्रय किया का नाम व पूरा पता राहुल जैन खोड़ा, 51/5 नवीन नगर अलीगढ़

उपरोक्त की अवधि

प्रदीपकुमार कुशवाह (सहायक पंजीयक)
लाइसेंस नम्बर 195/03
लाइसेंस की अवधि 31-3-2019
मोहल्ला कुटी आलमबाग, लखनऊ

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

उत्तर प्रदेश UTTAR PRADESH

AG 076410

therefore the Second Party shall have to make arrangements of seeking access to road by entering into appropriate agreement with the adjacent owners.

ARTICLE-3

COMMENCEMENT:

3.1 That the First Party grants subject to the conditions contained herein after the exclusive rights to the Second Party to build a residential complex over the said land along with the adjacent land of Smt Laxmi Shahi wife of the First Party for which the agreement dated 27/09/2012 has already been executed, in accordance with the plan /plans as may be decided and deemed proper by the Second Party.

3394

21-7-14

9

राहुलकुमार बनोदा S/o बजरंगलाल बनोदा

1000/- Cash

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

उत्तर प्रदेश UTTAR PRADESH

AG 076409

3.2 That the Second Party has already prepared and submitted the necessary plan / plans, lay out, designs and model of the project on the said land along with the adjacent land referred above and the same is likely to be sanctioned shortly.

3.3 That the building plans, and designs etc. prepared by the Second Party is for the maximum permissible covered area in the super structure. All the cost and expenses for getting the necessary sanction shall be borne and paid by the Second Party. However the presently permissible FAR of the area is 1.5 with an additional purchasable FAR of .50 @ the rate specified by LDA and there is also 10% Compoundable FAR which can be got regularized after paying the prescribed fees. In case the additional FAR (purchasable +

क्रम संख्या 3395

सत्यापन किया जाने की तिथि 21-7-14

सत्यापन प्रति मांगने का कारण —

सत्यापन किया गया अंश व पृष्ठ राहुलगोयल बनिया S/o [illegible]

तहसीलदार

बलदेवगढ़ (सीहोर जिला)

[illegible]

[illegible]

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये ONE THOUSAND RUPEES

रु.1000 Rs.1000

उत्तर प्रदेश UTTAR PRADESH

AG 076408

compoundable) are desired to be achieved the cost of the same including fees etc would be borne by both the parties in the ratio of 30:70 as per their respective allocation.

13.4 That it shall be the sole responsibility of the Second Party to apply and obtain all the required permissions and sanctions of the building plans from the concerned authorities / departments as may be required from time to time. The map approval by Lucknow Development Authority would be the responsibility of the Second Party.

13.5 That the First Party hereby authorises the Second Party that if during the course of construction of the complex any changes, alterations and deviations from the plan becomes necessary

क्रम संख्या 3396

दिनांक जिला को प्राप्त 21-7-19

दिनांक अपील का निकाल —

दिनांक प्रेषित का नाम व पूरा पता राहुल प्रेमशंकर पिता श्री रघुनन्दन नाथ कोटा

दिनांक की प्रमाणित

अतिरिक्त मुख्यालय (राजस्व) जिलाधिकारी
अपील संख्या 193/03
अपील की तारीख 31-3-2019
जिलाधिकारी कार्यालय, लखनऊ

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BX 441591

or desirable, the same may be carried on by the Second Party at its sole discretion, provided the same are with in the prescribed parameters of the sanctioning authority.

3.6 That the Second Party shall be entitled to apply and obtain water and electric connections for the construction of the complex at the site.

ARTICLE-4

BUILDING:

4.1 That the Second Party shall construct the building consisting of such floors as may be permissible at the relevant time as per plan.

क्रम संख्या 3397

दिनांक जिस को दिया 21-7-14

दस्तावेज लेने का प्रयोजन

दस्तावेज किस का नाम व पूरा पता राहुल [illegible]

दस्तावेज की प्रकृति

कार्यालय सूचना (स्टाम्प विक्रेता)
लाइसेंस नम्बर 19503
लाइसेंस की अवधि 31-3-2019
[illegible]

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH BX 441510

(13)

4.2 That the total cost of construction of the complex including sanitary and plumbering as per requirement of the complex shall be borne and paid by the Second Party

4.3 That the building shall be made on RCC pillars and beams with brick walls while the slabs will also be of RCC.

4.4 That the Second Party shall provide all such facilities that may be required to be provided in accordance with the statutory by-laws and regulations of the local authority competent in respect of such complex.

4.5 That in order to facilitate the Second Party to implement the terms of this agreement and construct the proposed complex

क्रम संख्या 3337

दिनांक निबंधन का दिनांक 21-7-14

दिनांक इन्द्राज करने का दिनांक

दिनांक लेख का नाम व पूरा पता 1 राहुल मीना पनोड़ा पुत्र नन्दन लाल पनोड़ा

दिनांक की समाप्ति

अजयराज सुथार (स्टाम्प विक्रेता)
लाइसेंस नम्बर 195-03
लाइसेंस की अवधि 31-3-2019
नगरपालिका अजमेर, अजमेर

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BX 441589

efficiently, the First Party shall execute in favour of the Second Party a General power of attorney and shall grant all such authority as may be required by the Second Party in this respect in addition to this agreement which itself authorizes the Second Party to do all such acts and execute such deeds and documents as may be necessary to give effect to the terms of this agreement.

4.6 That the construction work of the proposed complex shall be commenced by the Second Party within three months from the date of release of approved plan by the Lucknow Development Authority and the Second Party shall complete the construction within 3 years from the date of commencement of construction, however this period may

क्रम संख्या 3359

दस्तावेज दिनांक 21-7-14

दस्तावेज क्रमांक का प्रकार 0

दस्तावेज किस पक्ष के मूल पक्ष राहुल कोल अधीक्षक [illegible]

दस्तावेज की संख्यांक [illegible]

कलक्टर मुख्यालय (राजस्व विभाग)
लाइसेंस नम्बर 19/03
लाइसेंस की अवधि 31-3-2013
नगरपालिका [illegible]

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BY 441588

be extended by another six months due to unforeseen causes and circumstances.

4.7 That the First party hereby authorizes the Second Party that if during the course of construction of the proposed building any alteration, changes, deviations, etc. from the sanctioned plan may become necessary, desirable or convenient the same may be carried out by the Second Party.

ARTICLE-5

CONSIDERATION:

5.1 That as the consideration for the Second Party, developing the entire complex at its own cost the Second Party shall be

क्रम संख्या 3400

स्टाम्प विक्रेता का नाम 21-7-14

स्टाम्प क्रय करने का प्रयोजन —

स्टाम्प क्रेता का नाम व पूरा पता राहुल [illegible]

स्टाम्प की धनराशि [illegible]

कार्यालय भूपाल (स्टाम्प विक्रेता)
लाइसेंस नम्बर 19503
लाइसेंस की अवधि 31-3-2017
परिमण्डलाधीश कार्यालय, [illegible]

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BX 441587

entitled to seventy percent of the net realization of the total saleable area of the proposed building.

5.2 That in case if in the built up area any part is left to be sold, the Second Party shall have the option to pay and buy the said portion of the building at the prevalent market rate and there after that share of space shall vest exclusively with the Second Party.

5.3 That the parking space and all other common facilities in the proposed complex will be enjoyed by the transferees / tenants of the First Party as well as the Second Party proportionately.

5.4. That the Second Party shall have the right to book, sell, lease, mortgage or dispose off the entire constructed area

क्रम संख्या 3401

लेखन दिनांक एवं समय 01-7-14

लेखन प्रकार एवं प्रकृति

लेखन क्षेत्र का नाम व पूरा पता राहुल ओस अरोड़ा S/o रघुनन्दन नाथ अरोड़ा

लेखन की प्रकृति

अनुज्ञप्ति शुल्क (स्टाम्प विक्रेता)
अनुज्ञप्ति नम्बर 195/03
अनुज्ञप्ति की अवधि 31-3-2019
गाजियाबाद, गाजियाबाद

of the proposed complex in parts or as a whole to any person of its choice on such rate or rates as the Second Party may consider and such sale consideration shall shared by the First and Second party in the ratio of 30:70.

ARTICLE-6

6.1 That the Second Party hereby agree and covenant with the First Party to complete the construction work of the complex as early as possible subject to force majeure or the conditions beyond the control of the Second party.

6.2 That the Second Party hereby agree and covenant with the First Party not to violate or contravene any of the provisions or rules applicable for construction of the said complex. The Second Party hereby agree not to do any act, deed or thing whereby the First Party is prevented from enjoying, selling, assigning or disposing off any part or portion of the share allocated to the First Party in the said complex.

ARTICLE - 7

OWNER'S OBLIGATIONS: DEVELOPER'S OBLIGATIONS:

7.1 That the Second Party shall be entitled to display sign boards, advertisements etc. for the purposes of constructions and selling / transferring of the flats etc. in the complex. The Second Party shall also be entitled to give advertisements in the news paper etc. for selling, letting or transferring of the flats in the complex.

7.2 That the First Party hereby agrees and covenant that it shall not interfere in any way whatsoever in the construction work of the complex by the Second Party.

7.3 That all agreements, contracts etc. which the Second Party may enter into with regard to the construction of the complex shall always be attorned by the First Party.

ARTICLE -8

8.1. That the First Party shall execute and authorise the Second Party to do all such acts, deeds and things which may be necessary for the completion of the complex.

8.2 That the First Party also agree and undertake to execute all such deeds and documents as may be desired by the Second Party in connection with the transfer of the Second Party's share in the complex.

8.3. That the First Party undertakes that he shall not in any way harm, encumber, mortgage or create any charge over any part or whole of the land which may cause interruption in the construction of the proposed complex.

8.4 That the First Party hereby agree and covenant that entering in to this agreement shall not be deemed or considered as constituting a partnership or as a joint venture between them and as a matter of fact the parties have entered into this agreement on a principal to principal basis.

ARTICLE-9

OWNER'S INDEMNITY:

9.1 That the First Party hereby undertakes and indemnifies that the Second Party shall be entitled to enjoy the portion allocated to them with out any interference or disturbance from any body whomsoever.

ARTICLE-10

DEVELOPER'S INDEMNITY:

10.1 That the Second Party hereby undertakes to keep the First Party indemnified against all third party claims and actions arising out of any act of commission or omission of the Second Party in or relating to the construction of the said complex.

ARTICLE-11

MISCELLANEOUS:

11.1 That the First Party and the Second Party have entered into this agreement purely on principal to principal basis and nothing herein shall be deemed or construed as the partnership nor joint venture nor they shall constitute an association of persons. Each party shall keep the other indemnified from the acts of commissions and omissions of each other.

11.2 That force majure shall mean and include flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lockout, govt. action or any other act of commission or omission beyond the control of the Second Party.

11.3 That though the First Party has agreed to execute a general power of attorney in favour of the Second Party, the First Party further undertakes and agree to do all such acts and execute all such deeds which may be necessary for the construction of the complex as may be desired by the Second Party.

11.4 That the First Party further agree that the Second Party shall be entitled to use such materials, articles and things, in the construction of the building as may be deemed proper by the Second Party and the First Party shall not interfere in any way whatsoever nor cause any hindrance in the construction and completion of the complex.

11.5 That henceforth all the cost and expenses of construction etc. of the complex are to be borne by the Second Party.

11.6 That the Second Party will pay Rs36,00,000/- as security to the first party out of which the second party has already paid a sum of Rs23,00,000/-, the receipt of which the First Party hereby acknowledges, and the Second Party is paying a Rs11,00,000/- at the time of execution of this agreement

[redacted]

[redacted]

[redacted]

[redacted]

and the Second Party shall pay the sum of Rs2,00,000/- after the release of construction plan from Lucknow Development Authority and before starting construction of the residential complex.

The entire security amount shall be refunded to the Second Party with out any interest on completion and handing over of the First Party's share in the complex. The First Party may refund the security amount in cash or may get the same adjusted from his share of the complex.

11.7 That in case of violation of any of the terms of this agreement by the First Party if the Second Party is put to any loss then the First Party shall be liable to compensate the same after the matter is duly settled by the mutually agreed arbitrator.

ARTICLE-12

POSSESSION

12.1 That the actual possession of the land has been delivered to the Second Party on execution of this agreement.

12.2 That the Second Party shall have the right to seek the specific performance of this agreement in case of any default on the part of the First Party.

ARTICLE-13

ARBITRATION:

13.1 That all disputes and differences between the parties hereto regarding any construction or interpretation of any of the terms and conditions of this agreement or in respect of any matter relating to or concerning these presents or the subject matter of this agreement including the rights and liabilities of the parties, the same shall be referred to and decided by the arbitrator who would be appointed by mutual consent of both the parties, whose decision shall be final and binding upon the parties.

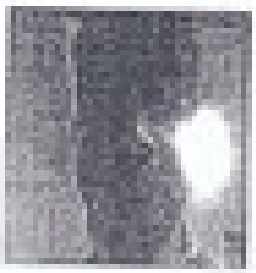
Deed

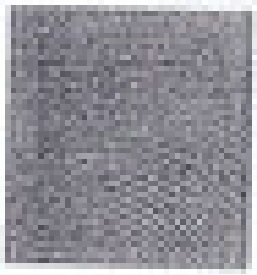
Registration No.: 15386 Year: 2,014 Book No.: 1

0101 [illegible]

[illegible]

[illegible]





ARTICLE-14

JURISDICTION:

14.1 That all disputes, claims, actions and matters shall be subject to the jurisdiction of court at Lucknow only.

ARTICLE-15

STAMP DUTY:

15.1 That the Second Party will pay the entire stamp duty and registration charges of this agreement. This being a Builder Agreement the stamp duty as per Article 5 (b-2) on the value of the land has been paid. The total area of the land is 2776.77 Square Metres the value thereof at the rate of Rs. 7400/- per Square Metres comes to Rs. 2,05,48,098/- on which the stamp duty of Rs. 14,38,500/- is being paid.

ARTICLE-16

TAXES

16.1 Both the parties will be liable to pay all the taxes as may be applicable from time to time in respect of their respective portions.

SCHEDULE OF PROPERTY:

Land measuring about 2776.77 Square Metres (about 29878 square feet) bearing Khasra Plot No. 563 & 564 at Aurangabad Jagir, Ward Raja Bijli Pasi, Pargana, Tehsil and District Lucknow and bounded as under:-

North	:	Land of Smt Laxmi Shahi
South	:	Others property
East	:	Property of Mrs. Amrit Kaur & Mr. Rajender Nath Huja
West	:	House of Mr. Anwar & plot of Shatrughan Lal Yadav

विक्रय

Registration No. : 11786 Year : 2,014 Book No. : 1

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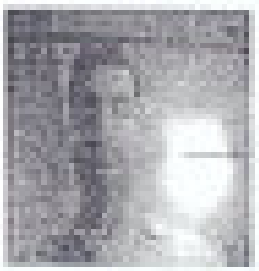

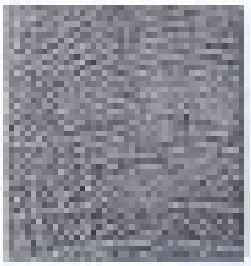

IN WITNESS WHEREOF the parties have put their respective hands on this agreement on the date month and year first above written.

Witnesses:

1. P.N. Srivastava
Adv
6/173 Vaishali Khand
Gomati Nagar
LKO

FIRST PARTY

2. Rangi Tandon
Rangi Tandon
S/o K K Tandon
R/o 1253-D Rajajipuram
Lucknow

SECOND PARTY.

Typed By :-

(Rahul Srivastava)
Near Civil Court,
Lucknow

Drafted By :-

(P.N. Srivastava)
Advocate
Civil Court, Lucknow

जारी दिनांक 24/07/2014 को

बही सं. I जिल्द सं. 17556

पृष्ठ सं. 117 से 160 तक क्रमांक 15786

लिखित किया गया।

सब-रजिस्ट्रार के हस्ताक्षर

सब-रजिस्ट्रार (प्रथम)

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