



SUDHAKAR SHARMA
ADVOCATE

OFFICE: -
Sadar Tehsil, Agra.

RESIDENCE: -
112, Vishnu Colony,
Shahganj, Agra-282010.

Phone No: - 0562-2217975.

Mobile No: -9837117976.

MailID: legal_adb@yahoo.co.in

Date. 01.08.2021

LEGAL OPINION & PROJECT REPORT

To,

M/s Sarthak Infra Estate Pvt. Ltd.,
Lokpriya Sehkari Avas Samiti Ltd,
Mahavir Sahkari Avas Samiti Ltd.
Delhi Gate, Agra.

Ref : LEGAL OPINION of " Pushpanjali City " at Mauza-Manoharpur & Ghatwasan Mustkil, Tehsil & Distt. Agra. Project Land-Owned by M/s Sarthak Infra Estate Pvt. Ltd., Lokpriya Sehkari Avas Samiti Ltd. & Mahavir Sahkari Avas Samiti Ltd. Delhi Gate, Agra

A] Document Perused (Photo Copy) :-

1. Copy of sale Deed dated 12.01.2011 document No.158.
2. Copy of sale Deed dated 24.03.2013 document No.1789.
3. Copy of sale Deed dated 25.04.1988 document No.6204.
4. Copy of sale Deed dated 29.12.1989 document No.3395.
5. Copy of sale Deed dated 26.07.1989 document No.1779.
6. Copy of sale Deed dated 29.12.1989 document No.5299.
7. Copy of sale Deed dated 19.03.1987 document No.8859.
8. Copy of sale Deed dated 02.09.1987 document No.13890.
9. Copy of sale Deed dated 05.09.2002 document No.3627.
10. Copy of sale Deed dated 05.09.2002 document No.3628.
11. Copy of sale Deed dated 26.09.2002 document No.4015.
12. Copy of sale Deed dated 26.09.2002 document No.4016.
13. Copy of sale Deed dated 26.09.2002 document No.4017.



14. Copy of sale Deed dated 30.11.2002 document No.4909.
15. Copy of sale Deed dated 15.11.2002 document No.4679.
16. Copy of sale Deed dated 02.12.2003 document No.5024.
17. Copy of sale Deed dated 13.02.2003 document No.578.
18. Copy of sale Deed dated 21.10.2003 document No.4532.
19. Copy of sale Deed dated 17.01.2004 document No.185.
20. Copy of sale Deed dated 30.7.2004 document No.3116.
21. Copy of sale Deed dated 24.12.2004 document No.5139.
22. Copy of sale Deed dated 14.03.2005 document No.1150.
23. Copy of sale Deed dated 02.06.2006 document No.3206.
24. Copy of sale Deed dated 15.01.2007 document No.157.
25. Copy of Bye laws of the society.
26. Copy of resolution of Samiti.
27. Copy of Khatauni.
28. Copy of Approved Map

B] Further Documents asked/needed :-

- i. Proposed Agreement, Sale deed or other documents to be executed in favour of intending purchaser (yet to be provided)
- ii. Site plan.

C] Further Documents asked/needed :-

- iii. Proposed Agreement, Sale deed or other documents to be executed in favour of intending purchaser (yet to be provided)
- iv. Site plan.
- v. Attested Photocopy of the Bye Laws of Om Hari Sehkari Avas Samiti Ltd..
- vi. R.O.C. Search required for if any companies which were involved in this project
- vii. Attested Photocopy of the NOC from the Fire and other depts.
- viii. Site plan.
- ix. Declaration-cum-affidavit-cum-undertaking from the owner/ developer/s that
 - i) That owner/s developers have not violated any law, rules or condition applicable to them in constructing the said building and the same is constructed strictly as per the lay-out plan sanctioned by the concerned authority and conditions laid down by the other concerned departments.
- x. That all the concerned and relevant documents have been provided by the owners/developers to the concerned Department mentioned above and they have not concealed any relevant information and facts from its in any manner.
- xi.



I have Opined that property abovementioned documents. The information/details obtained from the search are mentioned here in below :-

1. That as per the record Lokpriya Sehkari Avas Samiti Ltd. Agra sold the land in form of plots comprising of approx 1957.50 SQM in – Mauza- Manoharpur, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-165 & 171, admeasuring area 1957.50 SQM To M/s Sarthak Infra Estate Pvt. Ltd. through its Authorised Mr. Ganesh Chandra Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 12.01.2011 in book no. 1 zild No- 7209 page 265/330 document No. 158 in the office of sub-registrar, Agra.

2. That as per the record Smt. Ranjna Agarwal W/o Shri Purushottam Das Agarwal R/o F-7A, Kamla Nagar, Agra sold the land in form of plots comprising of approx 1350 SQM in – Mauza- Manoharpur, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-141mi & 142mi, admeasuring area 1350 SQM To M/s Sarthak Infra Estate Pvt. Ltd. through its Authorised Mr. Ganesh Chandra Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 24.03.2013 in book no. 1 zild No- 8283 page 177/278 document No. 1789 in the office of sub-registrar, Agra.

3. That as per the record Vanshi S/o Bhoopal R/o Village-Ghatwasan, Agra sold the land in form of plots comprising of approx 1444.397 SQM in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-125,127 & 128/3,52/2 & 158/1 admeasuring area 1444.397 SQM To M/s Lokpriya Sehkari Avas Samiti Ltd. Agra purchased though registered sale deed dated 25.04.1988 in book no. 1 zild No- 3870 page 154/100 document No. 6204 in the office of sub-registrar, Agra.

4. That as per the record Babu Lal S/o Pyare R/o Village-Manohar Pur, Agra sold the land in form of plots comprising of approx 1444.397 SQM in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-158/1, admeasuring area 14 viswa 5 Biswansi or 1642 SQM To M/s Lokpriya Sehkari Avas Samiti Ltd. Agra purchased though registered sale deed dated 29.12.1989 in book no. 1 zild No-3079 page 84/86 document No. 3395 in the office of sub-registrar, Agra



5. That as per the record Durga Prasad S/o Natthi Lal R/o Manoharpur, Agra is POA holder of Natthi S/o Neta R/o Village-Manoharpur, Agra sold the land in form of plots comprising of approx 19 Biswa 10 Biswansi or 2245 SQM. in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-114, admeasuring area approx 19 Biswa 10 Biswansi or 2245 SQM To M/s Lokpriya Sehkari Avas Samiti Ltd. Agra purchased though registered sale deed dated 26.07.1989 in book no. 1 zild No-3844 page 50/51 document No. 1779 in the office of sub-registrar, Agra.

6. That as per the record Durga Prasad S/o Natthi Lal R/o Manoharpur, Agra is POA holder of Natthi S/o Neta R/o Village-Manoharpur, Agra sold the land in form of plots comprising of approx 19 Biswa 10 Biswansi or 2245 SQM. in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-114, admeasuring area approx 19 Biswa 10 Biswansi or 2245 SQM To M/s Lokpriya Sehkari Avas Samiti Ltd. Agra purchased though registered sale deed dated 29.12.1989 in book no. 1 zild No-3903 page 72/73 document No. 5299 in the office of sub-registrar, Agra.

7. That as per the record Navrang Sehkari Avas Samiti Ltd. sold the land in form of plots comprising of approx 9 Biswa 4 Biswansi or 1060 SQM. in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-125,127,128/3,52/2 & 158/1, admeasuring area approx 9 Biswa 4 Biswansi or 1060 SQM To M/s Lokpriya Sehkari Avas Samiti Ltd. Agra purchased though registered sale deed dated 19.03.1987 in book no. 1 zild No-3633 page 29/30 document No. 8859 in the office of sub-registrar, Agra.

8. That as per the record Navrang Sehkari Avas Samiti Ltd. sold the land in form of plots comprising of approx 3 Bigha 9 Biswa or 7950 SQM. in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-143 ,144,145,146,149,151,152 &153 admeasuring area approx 3 Bigha 9 Biswa or 7950 SQM To M/s Lokpriya Sehkari Avas Samiti Ltd. Agra purchased though registered sale deed dated 02.09.1987 in book no. 1 zild No-3737 page 48/49 document No. 13890 in the office of sub-registrar, Agra.



9. That as per the record Ram Jeet S/o Adiram R/o Manoharpur, Mauza- Ghatwasan, Agra sold the land in form of Land comprising of approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi $\frac{1}{4}$ share or 2680.00 SQM. in – Mauza- Ghatwasan, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-133mi ,157mi,172mi,173mi,174,175mi,176,177mi &179 admeasuring area approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi $\frac{1}{4}$ share or 2680.00 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 05.09.2002 in book no. 1 zild No-4572 page 142/174 document No. 3627 in the office of sub-registrar, Agra.

10. That as per the record Shri Shree Bhagwan Pathak S/o Late Shri Dau Dayal Pathak R/o Hathi Ghat Agra is Power of Attorney holder of Ram Bharosi S/o Late Shri Birajlal R/o Manohar Pur, Agra (POA dated 19.09.2001 in Book No-4, Zild No-236 Page 141/146 document No-728 sold the land in form of Land Comprising of approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi $\frac{1}{4}$ share or 2680.00 SQM. in – Mauza- Ghatwasan, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-133mi ,157mi,172mi,173mi,174,175mi,176,177mi &179 admeasuring area approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi $\frac{1}{4}$ share or 2680.00 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 05.09.2002 in book no. 1 zild No-4572 page 175/198 document No. 3628 in the office of sub-registrar, Agra.

11. That as per the record Parasram S/o Shri Raghuvar R/o Manoharpur, Mauza- Ghatwasan, Agra & Basera sehkari Avas Samiti Ltd. Agra sold the land in form of Land comprising of approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi $\frac{1}{4}$ share or 2680.00 SQM. in – Mauza- Ghatwasan, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-133mi ,157mi,172mi,173mi,174,175mi,176,177mi &179 admeasuring area approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi $\frac{1}{4}$ share or 2680.00 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 26.09.2002 in book no. 1 zild No-4588 page 62/94 document No. 4015 in the office of sub-registrar, Agra.

12. That as per the record Smt. Maya Devi W/o Late Shri Devi Ram herself and guardian of her minor son Gyan Singh Age 14 year & Bhuri Singh age 12 year & Kishan Prasad Age 8 year & Dharmendra Age 5 year s/o Late Shri Devi Ram R/o



Manoharpur, Mauza-Ghatwasan, Agra & Basera sehkari Avas Samiti Ltd. Agra sold the land in form of Land comprising of approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi ¼ share or 2680.00 SQM. in – Mauza- Ghatwasan, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-133mi ,157mi,172mi,173mi,174,175mi,176,177mi &179 admeasuring area approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi ¼ share or 2680.00 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 26.09.2002 in book no. 1 zild No-4588 page 95/122 document No. 4016 in the office of sub-registrar, Agra.

13. That as per the record Ram Jeet S/o Adiram R/o Manoharpur, Mauza-Ghatwasan, Agra sold the land in form of Land comprising of approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi ¼ share or 2680.00 SQM. in – Mauza- Ghatwasan, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-133mi ,157mi,172mi,173mi,174,175mi,176,177mi &179 admeasuring area approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi ¼ share or 2680.00 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 26.09.2002 in book no. 1 zild No-4588 page 123/136 document No. 4017 in the office of sub-registrar, Agra.

14. That as per the record Shri Shree Bhagwan Pathak S/o Late Shri Dau Dayal Pathak R/o Hathi Ghat Agra is Power of Attorney holder of Ram Bharosi S/o Late Shri Birajlal R/o Manohar Pur, Agra (POA dated 19.09.2001 in Book No-4, Zild No-236 Page 141/146 document No-728) sold the land in form of Land Comprising of approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi ¼ share or 2680.00 SQM. in – Mauza- Ghatwasan, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-133mi ,157mi,172mi,173mi,174,175mi,176,177mi &179 admeasuring area approx 4 Bigha 12 Biswa 19 Biswansi 18 kachwansi ¼ share or 2680.00 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 30.11.2002 in book no. 1 zild No-4623 page 467/488 document No. 4909 in the office of sub-registrar, Agra.

15. That as per the record Kali Charan & Indrajeet s/o Shri Lohre Ram & Rakesh Kumar & Rajesh Kumar & Sanjay Kumar s/o Shri Som Singh alias Swami R/o Village-Manoharpur, Tehsil & Distt. Agra sold the land in form of Land Comprising of approx 7 Bigha 11 Biswa Purchased area 3/5 share or 10438.00 SQM. in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-



Land Part of Khasra No-160/2, 161, 162, 163, 181, 182, & 184 admeasuring area approx 7 Bigha 11 Biswa Purchased area 3/5 share or 10438.00 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 15.11.2002 in book no. 1 zild No-4623 page 327/372 document No. 4679 in the office of sub-registrar, Agra.

16. That as per the record Basera sehkari Avas Samiti Ltd. Agra sold the land in form of Land Comprising of approx 3 Bigha 10 Biswa Purchased area 10/12 share or 8067.00 SQM in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-
Land Part of Khasra No-166, 167, 168, 169, 170, 185 & 184 admeasuring area approx 3 Bigha 10 Biswa Purchased area 10/12 share or 8067.00 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 02.12.2003 in book no. 1 zild No-4883 page 69/84 document No. 5024 in the office of sub-registrar, Agra.

17. That as per the record Doctors Sehkari Girha Nirman Samiti Ltd. Agra sold the land in form of Land Comprising of approx 1 Bigha 16 Biswa or 4140 SQM. in – Mauza- Ghatwasan, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-154, 155 & 156 admeasuring area approx 1 Bigha 16 Biswa or 4140 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 13.02.2003 in book no. 1 zild No-4670 page 47/72 document No. 578 in the office of sub-registrar, Agra.

18. That as per the record Lokpriya sehkari Avas Samiti Ltd. Agra sold the land Comprising of approx 1.1309 hector or 11303 SQM in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-143, 144, 145, 135, 150, 160/1, 141, 142, 158/2, 159 & 136 admeasuring area approx 1.1309 hector or 11309 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 21.10.2003 in book no. 1 zild No-4858 page 109/152 document No. 4532 in the office of sub-registrar, Agra.

19. That as per the record Ket Singh S/o Hari Ballabh & Charan Singh, Mahavir Singh & Mahajan Singh & GulabSingh s/o Shri Phool Singh R/o Village-Usmanpur Tehsil & Distt. Firozabad sold the land in form of Land Comprising of approx 0.299 hector or 2995. in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-



Land Part of Khasra No-130mi & 131 admeasuring area approx 0.299 hector or 2995 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 17.01.2004 in book no. 1 zild No-4911 page 197/218 document No. 185 in the office of sub-registrar, Agra.

20. That as per the record Vikram Pathak S/o Shri Bhagwan Pathak R/o Balkeshwar, Agra is Power of Attorney holder of Smt. Chandrakala Gupta W/o Shri Mahesh Chand Gupta & Gagan Babu Gupta S/o Shri Mahesh Chand Gupta R/o etah road Crossing Tundl, Firozabad (POA dated 29.04.2002 in book No-4, Zild No-246 Page 217/222 document No-372) sold the Land in form of Plots Comprising of approx 361.19 SQM in – Mauza- Ghatwasan, Tehsil & Distt. Agra in following Land :-

Plot No-1 & 8, Part of Khasra No-158/1 admeasuring area approx 361.19 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 30.07.2004 in book no. 1 zild No-5059 page 193/229 document No. 3116 in the office of sub-registrar, Agra.

21. That as per the record Pankaj Kumar S/o Shri Shankar Lal R/o Garhi Bhadoriya, Agra & Jai Deep Bhadoriya S/o ShriVirendra Singh Bhadoriya R/o B-54, Pratap Nagar, Jaipur House, Agra sold the Land in form of Plots Comprising of approx 547.5 SQM in – Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-158/1 admeasuring area approx 0.657 Hector Purchased area 547.5 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 24.12.2004 in book no. 1 zild No-5160 page 37/62 document No. 5139 in the office of sub-registrar, Agra.

22. That as per the record National Co-Operative Housing Society Ltd. Agra sold the land Comprising of approx 230.42 SQM in – Pushpanjali City Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No- 164, admeasuring area approx 230.42 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 14.03.2005 in book no. 1 zild No-5224 page 231/252 document No. 1150 in the office of sub-registrar, Agra.

23. That as per the record Mahendra Singh S/o Bhuri Singh R/o Manoharpur, Agra & Rajendra Singh & Roshan Singh & Naimi Chand Ss/o Late Shri Shree Bhagwan Singh &



Dharmendra Singh S/o Late Shri Om Prakash etc. sold the land Comprising of **approx 3027.00 SQM** in – Pushpanjali City Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No- 134, admeasuring area approx 4490 SQM purchased area 3027 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 02.06.2006 in book no. 1 zild No-5612 page 123/172 document No. 3206 in the office of sub-registrar, Agra.

24. That as per the record Padam Singh S/o Late Shri Tara Chand R/o Tundla Crossing Firozabad sold the land Comprising of **approx 184.40 SQM** in – Pushpanjali City Mauza- Ghatwasan Mustkil, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No- 158/1, admeasuring area approx 184.40 SQM To M/s Mahavir Co-Operative Housing Society Ltd. Agra purchased though registered sale deed dated 15.01.2007 in book no. 1 zild No-5813 page 265/302 document No. 157 in the office of sub-registrar, Agra.

That M/s Sarthak Infra Estate Pvt. Ltd., & Lokpriya Sehkari Avas Samiti Ltd, & Mahavir Sahkari Avas Samiti Ltd. are owner of **76015 SQM** Approx & as per approved Map Land area is 73475 SQM in the above mention Land in Shashtri Puram Yozna, Sector-D, Tehsil & Distt. Agra.

I have examined all documents as produced to me and opined that the above mentioned properties is all in order, However physical verification of possession with measurements and present boundaries at the spot are requires to be verified by the bank/ financial Institution and other Departments.

Remark :-

- 1- The original documents as above listed shall be checked by some competent person to be in possession of the owner before clearing of the said Project.
- 2- Original Sale deed to be executed by Land owner and with developer or his appointed person of Power of attorney holder in favour of the individual borrower.
- 3- Copy of Certificate of incorporation or Appointment of Director of the company.
May Please be obtained Value Report regarding value and Spot verification from competent person.

Encl -

1. Copy of sale Deed dated 12.01.2011 document No.158.
2. Copy of sale Deed dated 24.03.2013 document No.1789.
3. Copy of sale Deed dated 25.04.1988 document No.6204.
4. Copy of sale Deed dated 29.12.1989 document No.3395.



5. Copy of sale Deed dated 26.07.1989 document No.1779.
6. Copy of sale Deed dated 29.12.1989 document No.5299.
7. Copy of sale Deed dated 19.03.1987 document No.8859.
8. Copy of sale Deed dated 02.09.1987 document No.13890.
9. Copy of sale Deed dated 05.09.2002 document No.3627.
10. Copy of sale Deed dated 05.09.2002 document No.3628.
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18. Copy of sale Deed dated 21.10.2003 document No.4532.
19. Copy of sale Deed dated 17.01.2004 document No.185.
20. Copy of sale Deed dated 30.7.2004 document No.3116.
21. Copy of sale Deed dated 24.12.2004 document No.5139.
22. Copy of sale Deed dated 14.03.2005 document No.1150.
23. Copy of sale Deed dated 02.06.2006 document No.3206.
24. Copy of sale Deed dated 15.01.2007 document No.157.
25. Copy of Bye laws of the society.
26. Copy of resolution of Samiti.
27. Copy of Khatauni.
28. Copy of Approved Map

Obtain:

1. Memorandum of association of Understanding of M/s Sarthak Infra Estate Pvt. Ltd.
2. Copy of Resolution for sale deed execution by Lokpriya Sehkari Avas Samiti Ltd, & Mahavir Sahakar Avas Samiti Ltd.
3. Copy of Permission from Housing board Commission regarding bulk sale of Society Lands.



NOTE/DISCLAIMER:

- 1-This report does not comment upon, whether the said property is a subject matter of any pending litigation.
- 2-This report does not comment on the technical regularity or otherwise of the said property. The same may be verified by a separate technical evaluation of the said property.
- 3-This report is positive subject to the collection of said documents mentioned in Column A.
- 4-In every case certified copy of every deed and NEC be obtained as the records at SRO are in bad, destructed condition, not updated till date and some index are missing.
- 5-Undertaking from the borrower/mortgagor that he/she/it had not entered into any agreement /deed (registered or unregistered) with any person in respect of the property referred above or part thereof



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

SANJAY AGARWAL
Stamp Vendor
Licence No-01
E-Stamping ACC 1014330304
Tehsil Sadar Distt. Agra

Certificate No.	: IN-UP07162898550276T
Certificate Issued Date	: 14-Jul-2021/03:26 PM
Account Reference	: NEWIMPACC (SV)/ up14330304/ AGRA SADAR/ UP-AGR
Unique Doc. Reference	: SUBIN-UPUP1433030402533355365809T
Purchased by	: LOKPRIY SAHKARI AWAS SAMITI LIMITED
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: LOKPRIY SAHKARI AWAS SAMITI LIMITED
Second Party	: MAHAVIR COOPERATIVE HOUSING SOCIETY LTD AND OTHER
Stamp Duty Paid By	: LOKPRIY SAHKARI AWAS SAMITI LIMITED
Stamp Duty Amount(Rs.)	: 750 (Seven Hundred And Fifty only)



below this line



सचिव
मा.वी.को-ओपरेटिव हाउसिंग सोसायटी लि.
आगरा

For SANKHAKI



0004199067

CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is executed at Agra Uttar Pradesh on this 14th day of July, 2021 between and Stamp Rs 750/- paid through E-Stamp No. **UP/PA/71.62.0.9.855.0276.T**:

- (1) **M/s. Lokpriy Sahkari Awas Samiti Limited** A society incorporated under the provisions of the Uttar Pradesh Cooperative Society Act, 1965 and having its Registered office at 10/22, Katra Wazir Khan, Agra-2 acting through its President **Mr. Ganesh Chand Agarwal** S/o Mr. Makkhan Lal Agarwal R/o 1562, Sector-7, Awasi Vikas Colony, Sikandra, Agra-7 duly authorized by the Board of Members of the said Society. hereinafter referred as "**Lokpriy Sahkari**" which expression shall unless repugnant to the context hereof mean and include their administrators, nominees and permitted assigns;
- (2) **M/s. Mahavir Cooperative Housing Society Limited** A society incorporated under the provisions of the Uttar Pradesh Cooperative Society Act, 1965 and having its Registered office at 16-A, Prabhu Nagar, Jaipur House, Agra-10 acting through its Secretary **Mr. Jaydeep Tiwari** S/o Mr. Anokhey Lal Tiwari R/o 2nd Floor, Pushpanjali Palace, Delhi Gate, Agra-2 duly authorized by the Board of Members of the said Society. hereinafter referred as "**Mahavir Cooperative**" which expression shall unless repugnant to the context hereof mean and include their administrators, nominees and permitted assigns;

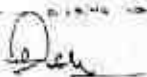
AND

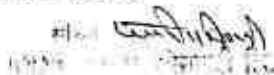
- (3) **M/s. Sarthak Infraestate Private Limited** A company incorporated under the provisions of the Companies Act, 1956 and having its Registered office at Block-43, 2nd Floor, Pushpanjali Palace, Delhi Gate, Agra-2 acting through its Authorised Signatory **Mr. Ganesh Chand Agarwal** S/o Mr. Makkhan Lal Agarwal R/o 1562, Sector-7, Awasi Vikas Colony, Sikandra, Agra-282007 duly authorized by the Board of Directors of the said Company. (hereinafter referred as "**Sarthak Infraestate**" which expression shall unless repugnant to the context hereof mean and include their administrators, nominees and permitted assigns;

Whereas:

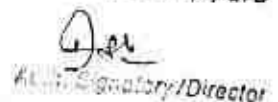
- A. The Constituents are all established real estate developers with experience, successful track record and a good market image;
- B. **Lokpriy Sahkari** enjoy sound reputation and is possessed of all infrastructural facilities skills, experience and has been engaged in promoting and developing residential colonies.
- C. Parties have joined hands to form a consortium under the banner of **Lokpriy Sahkari** (The Lead Party) with the object to approach the authorities for grant of license to the Lead Party for development of integrated township/Project **Pushpanjali City Mauza Ghatwasan (Manohar Pur) Tehsile & District Agra** in the state of Uttar Pradesh.
- D. This agreement spells out the terms of the consortium arrangement.

Now therefore this agreement witnesses as under:





For **SARTHAK INFRAESTATE (P) LTD**


Authorized Signatory/Director

Article 1

Definitions

In this Agreement:

- (a) The Article headings and Numberings are for convenience only and shall be ignored in the interpretation of this Agreement;
- (b) Strikes, work-to-rules or similar labour difficulties not attributable to any unfair policies of any party; and
- (c) Change in the policies of the Government.
- (d) The promulgation of or restrictions placed under, onerous Applicable Law;
- (e) Any event or circumstances analogous to the foregoing.

Provided that insufficiency of funds shall not constitute an event of Force Majeure.

"ADA" shall mean **Agra Development Authority**

"Government" shall mean the Government of State of Uttar Pradesh.

"Notice" means a written communication by one party to the other party pursuant hereunder forwarded for delivery by prepaid courier or registered post and confirmed by facsimile at the address mentioned above and fax numbers, such as may be amended from time to time by Notice.

Unless otherwise proved by competent evidence under Applicable Laws all Notices shall be deemed to have been delivered one week after the date of their posting by courier or registered post or twenty four hours after they are transmitted through facsimile whichever is later.

"Party" means any of the parties to this agreement individually as applicable.

"Parties" means all the parties collectively.

Article 2

Purpose

The purpose of this agreement is to form a consortium of the constituents for obtaining license for development of an integrated township in Uttar Pradesh.

Article 3

Activates of the Constituents and Obligations And Rights of Constituent

- (a) The singular includes the plural and vice versa,
- (b) References to any agreements or Applicable law include amendment or replacement thereof, in whole or in part,
- (c) Reference to Article and Annexes are, unless the context otherwise requires, references to Articles and Annexes of this agreement; and



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For S.A.



"Act" shall mean companies Act 1956.

"Applicable Law" means all statutory and un-codified laws, rules regulations delegated legislation, ordinance, judicial pronouncements, decrees and orders of courts to which either Party are subject by virtue of there being citizen of this country or by reason of the performance of their respective obligations or the enjoyment of their rights in accordance hereunder.

"Consortium" shall mean Lokpriy Sahkari Awas Samiti Limited

"Constituents" shall mean all parties.

- (a) Acts of God including but not limited to fire, draught, flood earthquake, epidemics and other natural disasters;
- (b) Explosions, accidents, air crashes and shipwrecks;
- (c) Blockades, embargoes, and sabotage;

3.2 The Consortium shall develop the Land in accordance with the terms and conditions as set out herein and in accordance with the approval if granted.

1147 LTD

महावीर को-ऑपरेटिव हाउसिंग सोसायटी लि.
बागस

Auth. Signature / Director

- 3.3 All Approvals required for applying for the development of the Land into a residential colony shall be obtained by Consortium. The Constituents shall sign all Papers, Applications, Documents, Petitions, Plans, Power of Attorneys as the Developers may require in its name or in the name of any authority to enable the consortium to obtain necessary permissions and Approvals in connections with the development of the Land. In this regard, the Constituents have authorized **Mr. Ganesh Chand Agarwal S/o Mr. Makkhan Lal Agarwal R/o 1562, Sector-7, Awas Vikas Colony, Sikandra, Agra-7** to Sign all papers, application and documents for the purpose of this Agreement.

Article 4

Costs

All costs and expenses towards sanctioning, external development charges, license fees etc. and cost relating to and in connection with the development of the land shall be borne by **Lokpriy Sahkari**.

Article 5

Consideration

Lokpriy Sahkari shall be entitled to receive the sale proceeds of the area developed by the Consortium pursuant to the grant of License and Approval. The manner in which the proceeds are to be divided later shall be mutually decided by the constituents.

Article 6

Governing Law and Arbitration

- 6.1 The Agreement shall be governed by, interpreted and construed in accordance with the laws of India.
- 6.2 Any disputes arising from or in connection with this Agreement, including any dispute relating to the existence, validity, interpretation or valid termination of its provisions shall be exclusively and finally settled by an arbitral tribunal comprising of three arbitrators formed and administrated in confirmatory with the Indian Arbitration and Conciliation Act, 1996. The language to be used in the arbitral proceedings shall be English. The venue of arbitration shall be **Agra**. The award of the arbitration tribunal shall be final and binding of the Parties.
- 6.3 The Courts at **Agra** shall have exclusive Jurisdiction in the matter and controversy arising out of this Agreement including the arbitration and arbitration proceedings.

[Signature]

[Signature]

For *[Signature]*

[Signature]

- 7.8 Nothing in this Agreement shall create a commercial partnership or joint venture or SPV or a separate entity or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the Parties.
- 7.9 The land for the project may be acquired by the Consortium Company and the Constituents as the case may be. All Land holding companies will execute appropriate document for the consortium company to take up the development of the project as the lead party of the Consortium.
- 7.10 The actual legal ownership and possession of the land shall remain with the respective parties to this deed and nothing in this agreement shall confer rights of ownership or possession in favour of the other party/parties to this agreement.

In Witness whereof the Parties have set their respective hands on the day, month and year above mentioned.

Witness:

Executant (s)

1. Daw Danyal Apanwar
 192054 Noor Danyal
 Mrs. Z. B. B. B.

For Lokpriy Sahkari Awas Samiti Limited

[Signature]

Secretary

2. Anicil Sharan Singh
 Santosh Kumar Singh
 116-B D. B. B. B.
 B. B. B. B.

For Mahavir Cooperative Housing Society Ltd.

[Signature]

Secretary

For Sarthak Infraestate Private Limited

[Signature]
 Authorised Signatory

मेरा घर मेरा देश

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[Signature]

आवेदन सं०: 202100766029980

बही संख्या 1 जिल्द संख्या 11204 के पृष्ठ 1 से 14 तक क्रमांक
2496 पर दिनांक 14/07/2021 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



नीतू गोस्वा

उप निबंधक : सदर प्रथम

आगरा

14/07/2021