

(भाग 1)

(प्रस्तुतकर्ता अथवा प्राप्ति द्वारा रक्खा जाने वाला)

क्रम संख्या **B**

लेख्य या प्रार्थना-पत्र प्रस्तुत करने का दिनांक

प्रस्तुतकर्ता या प्राप्ति का नाम **047032**

लेख्य का प्रकार

प्रतिफल की धनराशि

1-रजिस्ट्रेशन शुल्क

2-प्रतिलिपिकरण शुल्क

3-निरीक्षण या तलाश शुल्क

4-मुख्तारनामा के अधिप्रमाणिकरण के लिए शुल्क

5-कमीशन शुल्क

6-विविध

7-यात्रिक भत्ता

1 से 6 तक का योग

शुल्क वसूल करने का दिनांक

दिनांक जब लेख्य प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार होगा

रजिस्ट्रेशन अधिकारी के हस्ताक्षर

पी0एस0यू0पी0 01 निवन्धन-18.5.2009-निवन्धन
प्रपत्र सं0 13-50,000 पुरतर्फे (डी0टी0पी0 / ऑफरोट)

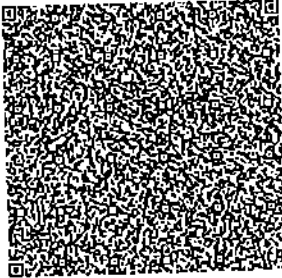


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP00498701681197M
Certificate Issued Date	: 25-Jul-2014 07:43 PM
Account Reference	: SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD
Unique Doc. Reference	: SUBIN-UPUPSHCIL0100596621667484M
Purchased by	: Mr AMIT GOEL
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: PLOT NO L/3 CIVIL STATION 4 STRACHEY ROAD ALLAHABAD
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Mr ARVIND VARMA AND Mr GOVIND VARMA
Second Party	: Mr AMIT GOEL SON OF V K GOEL
Stamp Duty Paid By	: Mr AMIT GOEL SON OF V K GOEL
Stamp Duty Amount(Rs.)	: 30,94,200 (Thirty Lakh Ninety Four Thousand Two Hundred only)



Please write or type below this line

Builder's Agreement

This Builder's Agreement made this 26th day of July, 2014

Between

Arvind Varma *Govind Varma* *Amit Goel*

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The responsibility of detection the falseness is on the users of the certificate.



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00498649509529M

25-Jul-2014 07:36:PM

SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD

SUBIN-UPUPSHCIL0100596466286174M

Mr AMIT GOEL

Article 5 Agreement or Memorandum of an agreement

PLOT NO L/3 CIVIL STATION 4 STRACHEY ROAD ALI AHABAD

0

(Zero)

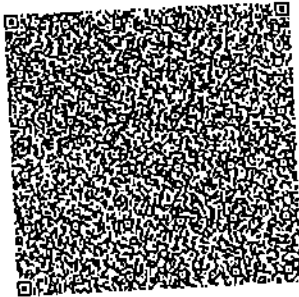
Mrs SUSHMA SRIVASTAVA WIFE OF LATE H N SRIVASTAVA

Mr AMIT GOEL SON OF Mr V K GOEL

Mr AMIT GOEL SON OF Mr V K GOEL

7,73,550

(Seven Lakh Seventy Three Thousand Five Hundred And Fifty only)



Please write or type below this line

- (1) Mrs. Sushma Srivastava w/o the late Shri Hriday Narain Srivastava, resident of 76A, Muir Road, Yogendrapuri, Allahabad-211001. Through her duly constituted Attorney Mr. Pradip Krishna s/o the late Shri Kashi Shankar Prasad, resident of 71 MIG, Patrakarpuram, Kanpur-208002.



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00498657590319M

25-Jul-2014 07:37 PM

SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD

SUBIN-UPUPSHCIL0100596480012852M

Mr AMIT GOEL

Article 5 Agreement or Memorandum of an agreement

PLOT NO L/3 CIVIL STATION 4 STRACHEY ROAD ALLAHABAD

0

(Zero)

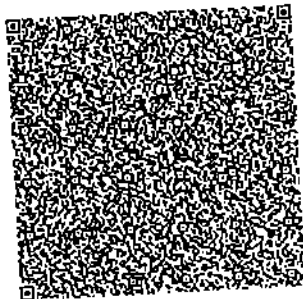
POORNIMA SRIVASTAVA WIFE OF SHRI B K SRIVASTAVA

Mr AMIT GOEL SON OF Mr V K GOEL

Mr AMIT GOEL SON OF Mr V K GOEL

7,73,550

(Seven Lakh-Seventy-Three Thousand Five Hundred And Fifty only)



Please write or type below this line

- (2) Mrs. Poornima Srivastava D/o Shri Kashi Shankar Prasad, resident of 205A, Rohtas Apartments, Vikas Nagar, Lucknow. Through her duly constituted attorney Mr. Pradip Krishna s/o the late Shri Kashi Shankar Prasad, resident of 71 MIG, Patrakarpuram, Kanpur-208002.

Per

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Signature

Signature

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सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00498619001395M

25-Jul-2014 07:32 PM

SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD

SUBIN-UPJP SHCIL0100596498216696M

Mr AMIT GOEL

Article 5 Agreement or Memorandum of an agreement

PLOT NO L/3 CIVIL STATION 4 STRACHEY ROAD ALLAHABAD

0

(Zero)

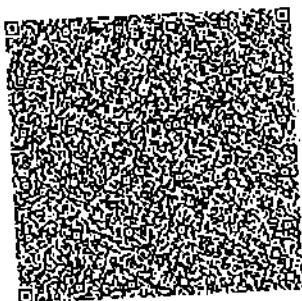
PRADIP KRISHNA SON OF LATE KASHI SHANKAR PRASAD

Mr AMIT GOEL SON OF Mr V K GOEL

Mr AMIT GOEL SON OF Mr V K GOEL

7,73,550

(Seven Lakh Seventy Three Thousand Five Hundred And Fifty only)



Please write or type below this line.

(3) Mr. Pradip Krishna s/o the late Shri Kashi Shankar Prasad, resident of
71 MIG, Patrakarpuram, Kanpur-208002.

Pradip

Pradip

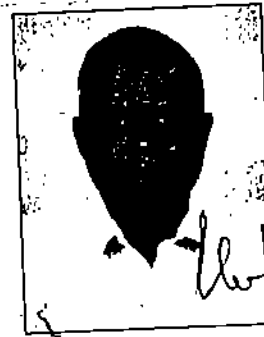
Pradip

Pradip

0000023404

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at: www.shcilstamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.



5.

- (4) Mr. Arvind Varma s/o the late Shri YN Varma, resident of K-67A, Hauz Khas Enclave, New Delhi-110016.
 - (5) Mr. Govind Varma s/o the late Shri YN Varma, resident of 32/76, Muir Road, Yogendrapuri, Allahabad-211001.
- (Hereinafter collectively (From Sl. No. 1 to 5) referred to as

"The Land Owners" which expression shall always mean and include their heirs, L.Rs., executors and assignees of the One Part).

And

Amit Goel

Son of Sri Virendra Kumar Goel

Resident of 300, Colonelganj, Allahabad.

(Hereinafter called **'The Builder'** which expression shall always mean and include his heirs, L.Rs. executors, assignees and nominees of the Other Part).

WHEREAS the Collector of District Allahabad on behalf of the Governor of UP executed Lease Deed dated 26.3.1996 in respect of Nazul Site No. L/3, Civil Station, Allahabad Area - 4804 Sq. Yards in favour of K.P. Srivastava, Smt. Parvati Varma, Smt. Sita Srivastava, son and daughters of Late Tarkeshwar Prasad and of Pradeep Krishna, Harsh Krishna Prasad, Sushma



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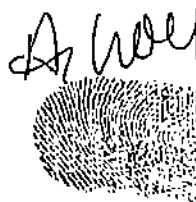
Srivastava and Smt Poornima Srivastava, sons and daughters of late Kashi Shanker Prasad and thereby conferred lease hold rights in favour of aforesaid lessees for a term of 30 years w.e.f. 19.11.1988.

WHEREAS late K.P. Srivastava (Krishna Prasad Srivastava) died leaving behind Vikram Srivastava (son), Raman Srivastava (Son), Smt. Mini Chandra (Daughter) and heirs of Late Shri Raj Krishna Srivastava (Son) namely (Wife) Smt. Vecra Srivastava, Son Arjun Krishna and two daughters Anupriya Srivastava and Divya Srivastava. Late Sri K.P. Srivastava had 1/4th share in the aforesaid property and after his death the aforesaid 1/4th share devolves on his four heirs. Accordingly Sri Vikram Srivastava holds 1/16th, Sri Raman Srivastava holds 1/16th, Smt. Mini Chandra holds 1/16th and all the heirs of Late Sri Raj Krishna Srivastava namely (Wife) Smt. Vecra Srivastava, Son Arjun Krishna and two daughters Anupriya Srivastava and Divya


P. S. S.


P. S. S.


S. K. S.


S. K. S.

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Srivastava, together, holds $1/16^{\text{th}}$ undivided share in the aforesaid lease hold plot No. L/3, Civil Station, Allahabad Area – 4804 Sq. Yards.

WHEREAS late Parvati Varma died leaving behind Shri Arvind Varma (son) and Shri Govind Varma (Son). The Late Smt. Parvati Varma had $1/4^{\text{th}}$ share in the aforesaid property and after her death the aforesaid $1/4^{\text{th}}$ share devolves on her two sons. Accordingly Shri Arvind Varma holds $1/8^{\text{th}}$ and Shri Govind Varma holds $1/8^{\text{th}}$ undivided share in the aforesaid lease hold plot No. L/3, Civil Station, Allahabad Area – 4804 Sq. Yard.

WHEREAS late Smt Sita Srivastava died leaving behind Shri Ravi Kant (Son), Prashant Kant (son), Smt. Vandana Roy alias Mona Roy (Daughter) and Shri Amitabh Kant (Son). Smt. Sita Srivastava had $1/4^{\text{th}}$ share in the aforesaid property and after her death the aforesaid $1/4^{\text{th}}$ share devolves on her four heirs. Accordingly Shri Ravikant holds $1/16^{\text{th}}$, Prashant Kant holds $1/16^{\text{th}}$, Smt. Vandana Roy alias Mona Roy holds $1/16^{\text{th}}$ and Shri Amitabh Kant holds $1/16^{\text{th}}$ undivided share in the aforesaid lease hold plot No. L/3, Civil Station, Allahabad Area – 4804 Sq. Yard.


WHEREAS the above named owners have decided to develop multistoried residential cum commercial complex over their aforesaid undivided share in land.

AND WHEREAS after knowing the intention of the Land Owners, the


Prashant


Ravi Kant





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Builder approached them and offered to construct and raise Multi Storied residential cum commercial Complex by his own investment and money over the aforementioned land owned by the Owners.

AND WHEREAS the Land Owners after considering the proposal of the Builder, have agreed and accepted the proposal of the Builder for the construction of multi-storied residential cum commercial complex as per sanctioned plan by A. D. A., Allahabad, on the terms and conditions given hereinafter.

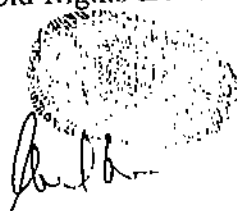
AND WHEREAS the First Party has represented and assured
Second Party as follows:-

1. The First Party has not entered into any Agreement of either sale or mortgage or development of the said premises with anyone else in the past.
2. The property is free from all encumbrances in any way.
3. There is no legal dispute pending against the aforesaid site.
4. That except the Owners, the First party or their successors, nobody else has any right or title, interest, claim or demand whatsoever or howsoever into or upon the said property.
5. That there is no notice of acquisition or requisition received or pending in respect of the above land of the above named Owners.
6. That after execution of this agreement they shall not create any kind of hindrance in any manner during development of the property.

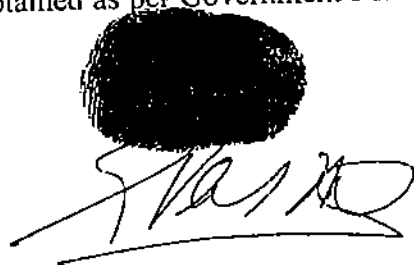
WHEREAS the aforesaid land is Nazul Lease Hold land and Free hold Rights are to be obtained as per Government Policy regarding




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grant of Free Hold Rights. The Builder shall be entitled to apply for grant of freehold rights in the land under his own signatures in the name of the above named owners. The Builder shall do necessary persuasions and shall also bear all expenses regarding grant of Free Hold Rights in respect of share of the Owners, the subject matter of this Builder's Agreement. However, the Owners shall provide all required documents, sign application(s), affidavit(s) and other documents that may be required for obtaining Free Hold Rights. The Builder shall also be entitled to submit development plan, revised plan(s) before A. D. A., Allahabad under its own signature in the name of the Owners. The Owners shall also execute Power of Attorney in favour of above named Builder or his nominee in this regard as well as General Power of Attorney to enable the Builder to submit development plan before A.D.A., Allahabad, revised plan by its own signatures and generally to do all acts, things and deeds that may be required in this regard.

WHEREAS the Builder shall obtain sanction of Development Plan of the aforesaid property of the Owners at its own costs and expenses for construction of residential cum commercial complex under affordable group housing scheme/ or under group housing scheme as may be permitted by the A. D. A., Allahabad.

AND WHEREAS the Builder shall develop the aforesaid land as per sanctioned plan, at its own costs and expenses under affordable group housing scheme/ or under group housing scheme as may be permitted by the A. D. A., Allahabad on the terms and conditions given herein after.

NOW THE PARTIES HERETO COVENANT AS UNDER:-

- 1- That the owners do hereby declare that the above named Owners together are lessors of 7/16th share in the aforesaid Nazul plot No. L/3


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[Signature]
[Signature]
[Signature]

Civil Station, Allahabad total area 4804 square yards i.e. 2101.75 Square Yards or 1757.97 Square Meter as well as 7/16th share in the building situated over the aforesaid plot bearing Municipal No. 4, Dr. N. P. Asthana Marg (Strachey Road), Allahabad fully described at the end of this deed and also shown to be bounded by Red Lines in the annexed site plan and is free from any encumbrances, agreements, lien or charges etc.

2. That the Owners shall without delay apply and complete all formalities to obtain freehold rights in respect of the aforesaid Land
3. That the Builder shall pursue the aforesaid application for grant of free hold rights and shall also deposit initial the charges for grant of free hold rights. The Buikler shall also deposit the entire amount of free hold charges and expenses in respect of the aforesaid land. However the Owners shall bear 51 % of the entire amount of freehold charges and expenses in respect of the aforesaid land and the Builder shall bear 49 % which is the subject matter of this Builder's Agreement.
4. The Owners shall pay their share of freehold charges to the Builder on completion of the structure of the complex or may assign part of their share in the complex to the extent necessary to cover the said amount.
5. That the Builder shall construct residential cum commercial complex under affordable group housing scheme/under group housing scheme or any other scheme as per sanctioned plan over the aforesaid freehold land



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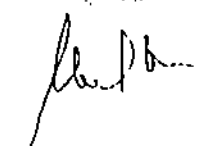



at its own cost and investment. The Land Owners shall not make any investment of any kind whatsoever.

6. The Builder shall submit development plan and revised plans under its own signatures before A. D. A, Allahabad and obtain sanction at its own cost and expenses.
7. That the above named Land Owners shall deliver vacant possession of the entire land subject matter of this Builder's Agreement and the Builder shall complete the Project as far as possible within a period of 2 years from the date of sanction of development plan by Allahabad Development Authority, Allahabad or from the date of delivery of possession of the land fully described at the end of this deed, which ever is later. The aforesaid period of 2 years shall be extended if required for another 6 months.

However this period shall not include such period during which the Builder shall not be able to carry out development work under the circumstances which are beyond control of the Builder like court restrain order etc.

8. That on completion of the project the Land Owners shall own and possess 51 % of the developed constructed saleable area together with proportionate land.


9. That the Builder on completion of the project shall own and possess 49 % of the developed constructed saleable area together with proportionate land.
10. That 51% area of the share of the Owners and 49% developed constructed saleable area of the share of Owners shall be duly marked by the Builder in the development map to be submitted for sanction to A. D. A., Allahabad.
11. That the Owners will have no responsibility in any way whatsoever for any eventuality or mis-happening, nor will they be in any manner liable for payment of the cost of materials goods, fixtures or any input which may go into or be required for the construction of the building, including any compensation or the like paid to the labour or otherwise. The entire cost of construction by whatsoever name called will be borne and paid exclusively by the Builder.
12. That the Owners shall hand over the said land in vacant possession to the Builder for the purpose of construction of Multistoried Building in terms of this Builder's Agreement as per map sanctioned by A.D.A., Allahabad.
13. That the passage, common area and common amenities on the still floor/ground floor, first floor, second floor, third floor and all other floors as per the sanctioned map shall always be available for use to the Owners, Builder, their transferees, and assignees of the multistoried complex, Similarly. passage, common areas and common amenities



shall be available to the Owners, Builder, their transferees and assignees of the multistoried complex.

14. That in case due to any defect in the title of the Owners, any loss is caused to the Builder, the Owners shall duly indemnify the Builder.
15. That after the multistoried complex is complete and occupied by the Owners and Builder or their assignees/agents/representatives/ licensees in whatsoever capacity, the cost of its maintenance (in all respects) including payment of Taxes to Municipal Corporation, Allahabad or Allahabad Jal Sansthan Allahabad and the other maintenance charges will be shared by the Owners, and Builder or their assignees/agents /representatives/licensees in whatsoever capacity, in proportion to the area in their possession.
16. That the Builder, and their successors, heirs, legal representatives, and assignees shall form a society comprising the Builder, their heirs, legal representative and assignees and transferees/ or assignees of various units of Multi Storied complex and the said society shall be responsible for maintenance (in all respects) including payment of Taxes to Municipal Corporation, Allahabad Jal Sansthan, Allahabad of the Multistoried Complex.
17. That in case of any dispute arising between the parties hereto pertaining to the terms and conditions of this agreement the same shall be referred



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Amsh



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to sole arbitrator to be appointed by mutual consent of the Owners and the Builder and the decision of the arbitrator shall be final and binding on the parties hereto. The provisions of the Arbitration and Conciliation Act 1996 shall be fully applicable to such Arbitration proceedings. It is also agreed that only Allahabad court shall have exclusive Jurisdiction in respect of any dispute between the Parties. The Arbitral proceeding shall also take place only at Allahabad.

18. That it is specifically mentioned and made clear that during construction of the multistoried Complex the Owners, including their heirs and LRs, executors nominees and assignees, shall not be entitled to interfere in the construction of the multistoried complex and the construction work shall not be stopped in any circumstances even during the pendency of any arbitral or court proceedings.
19. That after execution of this agreement the Owners shall not be entitled to deal with the Property, the subject matter of this Agreement, except with the Builder and the same shall be subject to this Builder's Agreement.
20. That since time is the essence of the contract, in the event of any delay in the completion of the development of the said land beyond the period of 30 months as mentioned above, the Owners, will be entitled to an estimated and agreed compensation of Rs. 10000/- (Rs. Ten Thousand


Kush
G. M.
S. V. M.
A. C. W.

only) per day by the Builder and the same shall be recovered by the Owners from the Builder.

21. That the cost of this Agreement including payment of Stamp duty and Registration Fees shall be borne by the Builder.

Details of Property

7/16th Share of the Owners in Nazul Site No. L/3, Civil Station, Allahabad Area – 4804 Sq. Yards i.e. 2101.75 Square Yards or 1757.97 square Meter bearing Municipal No. 4 Dr. N. P. Asthana Marg, (Strachey Road), Allahabad and bounded as below:-

North: Site No. 1/1A and 1/1B Civil Station, Allahabad

South: Site No. G Civil Station, Allahabad

East: Strachey Road (Dr. N. P. Asthana Marg), Allahabad

West: Site No. 1/2 Civil Station, Allahabad

Note : Valuation of property for the purpose of payment of Stamp Duty:

Value of 1757.97 Sq. Mtrs. Land @ Rs. 44,000/- = Rs. 7,73,50,680/-

Total Stamp of Rs. 54,14,548/- is payable on 7,73,50,680/-

Total Stamp of Rs. 54,14,850/- is paid.



P. S. Sharma



P. S. Sharma



P. S. Sharma

A. H. H. H.



Photo of Plot No. L/3 Civil Station 4 Suraj Road Allahabad.



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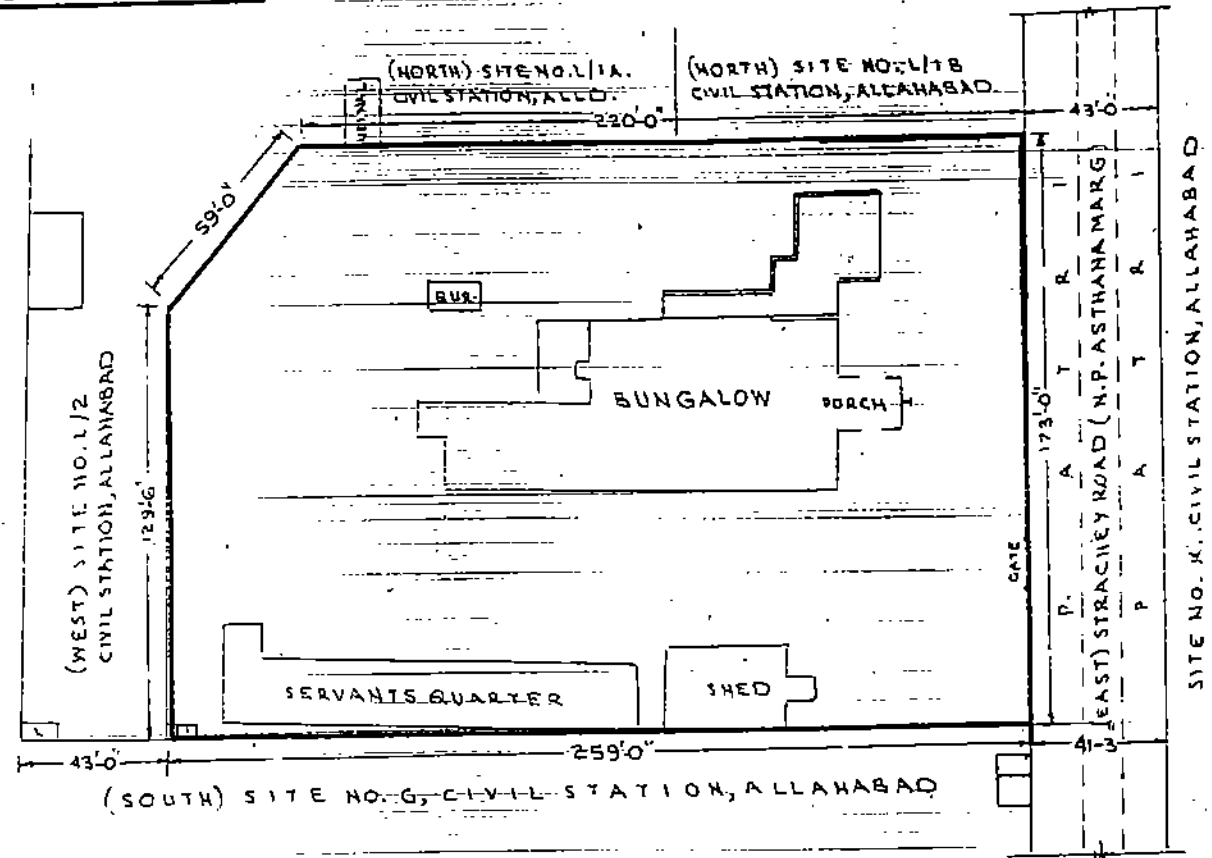
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SITE PLAN OF NAZUL PLOT NO. L/3, CIVIL STATION, ALLAHABAD.
AREA 4804 SQ. YARDS OR 4016.62 SQ. METRES BOUNDED BY
RED LINES.

TOTAL AREA OF NAZUL PLOT NO. L/3 = 4804 SQ. YARDS.

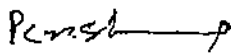

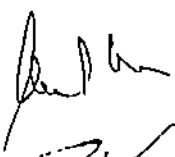

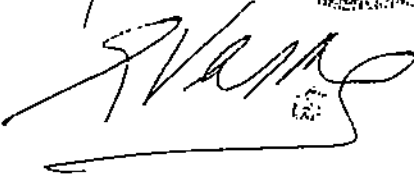

SCALE 1 INCH = 40 FEET.





Handwritten signatures and stamps of the draughtsman.

MOHD. ASLAM ANSARI
 Qualified Draughtsman
 Building Designer, Surveyor
 & Estimator
 Address :- 72, Akberpur, AM
 Mob. 8338155301
 PREPARED BY

IN WITNESS WHEREOF the parties hereto have signed and set their hands on this the 26th day of the month of July 2014 at Allahabad, the place first above mentioned.

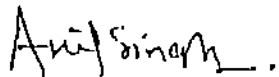







(Land Owners)


 (Builder)
 

Witnesses:

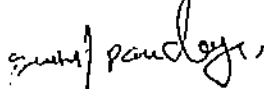
1- Anil Singh S/o late Ram Barai Singh R/o 180C / 9 B / 2 Rajruppur Allahabad

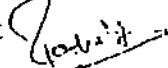


2- Bajrang Dutt Tripathi S/o B N Tripathi R/o 123/3 Chak Doud Nagar Naini Allahabad



Drafted By – Adv Sunil Pandey



Typed By-Rohit 

दिनांक २४-७-२०१५ को फोटो प्रति
पुस्तक सं० १ खण्ड ४५१४ के
पृष्ठ ३७५ से ५१४ में लेखन सं० ५७५५
पर रजिस्ट्रीकृत किया गया ।

रूप निबन्धक
इलाहाबाद (प्रथम)

