

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 165 OF 2025**

IN THE MATTER OF:

Kishan Lal & Anr.

...Applicants

Versus

The State of Uttar Pradesh & Others

...Respondents

NDOH: 03.12.2025

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THROUGH

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Date: 02.12.2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 165 OF 2025**

IN THE MATTER OF:

Kishan Lal & Anr.	Versus	...Applicants
The State of Uttar Pradesh & Others		...Respondents

**REPLY ON BEHALF OF RESPONDENT NO. 2 TO THE ORIGINAL
APPLICATION NO. 165 OF 2025.**

MOST RESPECTFULLY SHOWETH:

1. The present reply is being filed on behalf of Respondent No. 2 (hereinafter '**Answering Respondent**') in response to the Original Application preferred by Applicants under Section 14, 15, & 17 read with Section 18(1) of the National Green Tribunal Act, 2010. Pursuant to the filing of the Application, the Hon'ble Tribunal issued notice to the Respondents and constituted a joint committee to ascertain the factual position at the ground level which has submitted its report. The present reply is being filed through Mr. Shashank Varshney who has been duly authorised on behalf of Respondent No. 2 in this regard *vide* Board Resolution dated 31.10.2025. True copy of the Board Resolution

dated 31.10.2025 is annexed herewith and marked as **Annexure R-1**.

2. The answering Respondent denies each and every contention, averment and/or allegation made in the captioned Application save and except what is specifically admitted hereinafter.
3. The present Reply is not a para-wise reply to the captioned application and the answering Respondent seeks the liberty of this Hon'ble Tribunal to file an additional reply, if so required, with liberty of this Hon'ble Tribunal at a later stage.
4. It is hereby submitted that Respondent No. 2 M/s SMV Agencies Private Limited Consortium is a law-abiding real estate developer which has, for nearly two decades, invested its resources, reputation, and goodwill into building a compliant, sustainable, and community-oriented township under the erstwhile Integrated Township Policy of the Government of Uttar Pradesh.
5. At the very outset, it is submitted that the present Original Application is liable to be rejected at the threshold as it lacks bona fides and does not emanate from any genuine environmental concern or public purpose. The true origin of the Application lies

in a purely private and civil dispute between the Applicants and the answering Respondent.

6. The answering Respondent had instituted a civil suit for specific performance, being Suit No. 754 of 2025 titled M/s SMV Agencies Pvt. Ltd. vs. Kishan Lal, before the Ld. Civil Judge, Ghaziabad, arising from a registered Agreement dated 08.03.2022. The court has issued notice in the said suit, and it is currently pending adjudication. True copy of the memo of Suit No. 754 of 2025 titled M/s SMV Agencies Pvt. Ltd. vs. Kishan Lal, before the Ld. Civil Judge, Ghaziabad is annexed herewith and marked as **Annexure R-2**.
7. The present proceedings are nothing but a pressure tactic intended to prejudice the answering Respondent in the said civil dispute by clothing a private grievance in the garb of environmental litigation. The Hon'ble Supreme Court, in State of Uttar Pradesh v. Uday Education and Welfare Trust, 2022 SCC OnLine SC 1469, has categorically held that where the motivations, antecedents and bona fides of an applicant before this Hon'ble Tribunal are questioned, the Tribunal must scrutinise such credentials before allowing its jurisdiction to be invoked.

8. The Court observed that this Hon'ble Tribunal cannot permit its process to be used at the behest of parties acting with ulterior motives, and emphasised that before permitting a litigant to seek orders with far-reaching consequences, the Tribunal must test the bona fides, objectives, past conduct and credentials of such applicant and satisfy itself of the applicant's true purpose before proceeding further.

9. In the present case, it is evident that the Applicants have approached this Hon'ble Tribunal not for the protection of the environment but to secure an advantage in a pending civil dispute concerning contractual rights. The nature of allegations and the suppression of material facts all point to a motivated attempt to misuse the environmental jurisdiction of this Hon'ble Tribunal. Accordingly, the present Original Application is liable to be dismissed at the threshold as a mala fide, engineered proceeding lacking bona fides, credibility and locus.

10. It is submitted that the answering Respondent has had the requisite permissions required at all stages, including but not limited to deemed Environment Clearance and Consent to Establish. Further, the answering Respondent is not involved in any alleged act of illegal construction or illegal tree felling and are, therefore, not in violation of any applicable Environmental laws,

rules, or norms, thereby necessitating dismissal of the captioned application *in limine*.

BRIEF FACTS

11. Before adverting to the merits of the captioned Application, the answering Respondents crave leave of this Hon'ble Tribunal to place on record certain facts relevant to the adjudication of the present Application.
12. The foundation of the present project, taken up by the answering respondent, lay in a state policy that explicitly required the Government itself to acquire and provide a portion of the land for the township, while the balance was to be procured by the developer. Apart from the same, the Ghaziabad Development Authority (GDA) and the authorities were required to construct roads, utilities, drainage systems, etc. and also provide assistance and advice in approvals and compliances.
13. The integrated township project was undertaken by a consortium of thirty-one (31) independent land-owning companies. The answering Respondent, SMV Agencies Pvt. Ltd., was designated as the Lead Member of this consortium under the Consortium Agreement dated 27.03.2010, and therefore the township licence was issued in its name by the Ghaziabad Development Authority.

14. The licensee of the integrated township project was in the name of the answering respondent, therefore, all statutory permissions and approvals, including Environmental Clearances, Consent to Establish and other NOCs were necessarily required to be obtained in the name of the answering Respondent. However, the answering Respondent's role under the sanctioned scheme was limited to planning, plotting and developing the core infrastructure and common facilities of the township, and not the construction of individual group housing projects.

15. The consortium of thirty-one (31) companies was divided into two major development groups: (i) the Jaipuria Group, and (ii) the Nitishree Group. The consortium members entered into a Memorandum of Understanding dated 19.01.2012 for jointly developing the township. The MOU was specifically executed for the purpose of demarcating, allocating, and defining the areas of development, responsibilities, rights and obligations of each group in respect of the township. Under the said MOU, exclusive territorial and developmental jurisdictions were carved out for each group. True copy of the Memorandum of Understanding dated 19.01.2012 is annexed herewith and marked as **Annexure R-3**.

16. The application for a license under the Integrated Housing Scheme was approved by the GDA vide its letter dated 29.05.2006. Thereafter, the DPR was approved by the constituted committee vide letter No. 722/Planning Section/06 dated 15.09.2006. Pursuant to the grant of license, answering Respondent SMV Agencies entered into a development agreement with GDA on 13.02.2007 for the purpose of developing an integrated township at the land located at Shahpur, Bamheta. True copy of the letter dated 29.05.2006 issued by GDA is annexed herewith and marked as **Annexure R-4**. True copy of letter No. 722/Planning Section/06 dated 15.09.2006 is annexed herewith and marked as **Annexure R-5**. True copy of the Development Agreement dated 13.02.2007 is annexed herewith and marked as **Annexure R-6**.
17. During the subsistence of the project, and after substantial steps had already been undertaken by the answering Respondent including land procurement, planning, plotting and infrastructure development, the State withdrew the very policy under which the township had been sanctioned and consequently cancelled the scheme. The answering respondent, which had already invested heavily in acquisition, planning, and statutory approvals, was left in a precarious position, no fault of its own. This reversal caused severe prejudice and delay, yet the

Respondent continued to abide by all applicable laws, even while carrying the burden of the State's changed stance.

18. It is a matter of record that SMV Agencies obtained Environmental Clearance dated 30.09.2011 and subsequently Environmental Clearance dated 11.06.2018 for the expansion of the Integrated Township. The Consent to Establish was also obtained on 02.12.2011 vide Letter No. F95604/C-1/NOC/G-733/2012, issued by the UPPCB, which was valid for five years. True copy of the Environmental Clearance dated 30.09.2011 is already annexed with Joint Committee Report as Annexure B. (Pg 252 to 256) True copy of the Consent to Establish dated 02.12.2011 is already annexed with Joint Committee Report as Annexure C. (Pg 257 to 260) True copy of the environmental clearance for expansion of Integrated Township dated 11.06.2018 is already annexed with Joint Committee Report as Annexure E. (Pg 265 to 272).

19. The answering Respondent further obtained all necessary NOCs and permissions required for the integrated township. The General manager (Jalkal), Municipal Corporation, Ghaziabad granted NOC for the use of groundwater vide Letter No. 177/Jalkal/2012 dated 03.05.2012. True copy of the Letter No.

177/Jalkal/2012 dated 03.05.2012 is annexed herewith and marked as **Annexure R-7**.

20. Thereafter, the map for the layout plan of the proposed integrated township was approved by the GDA on 12.02.2014. This was informed to the Answering Respondent vide letter No. 523/MasterPlan/2014 by the Assistant Engineer of the GDA dated 15.02.2014. True copy of the approved map dated 12.02.2014 is annexed herewith and marked as **Annexure R-8**. True copy of the letter No. 523/MasterPlan/2014 dated 15.02.2014 is annexed herewith and marked as **Annexure R-9**.
21. Within the validity period of the aforesaid sanctions and permissions, the answering Respondent completed all essential township-level infrastructure works including internal roads, drainage, water supply networks, parks, common facilities and related utilities. No construction of group housing buildings was undertaken by the answering Respondent, as the Respondent was only responsible for plotting and development of common facilities as per the licence and approved layout.
22. Upon completion of the plotting and core township infrastructure, and in accordance with the approved scheme, the individual land parcels together with their corresponding FSI entitlements were

transferred, through registered sale deeds and instruments, to independent private developers during 2014–15 for construction of group housing projects on their respective plots. By virtue of the said registered transfers, complete title, possession and all statutory liabilities, including compliance with environmental laws and obtaining fresh ECs wherever required, stood transferred to the respective developers. From that stage onwards, the answering Respondent neither retained control nor carried out any construction activity on the transferred land parcels.

23. The township consisted of the following developers who have developed the following number of units in the area:

S.No.	Developer	No. of Units	Type of Unit
1.	Divyansh Homes	604	Towers
2.	Pavitracon Build (Ruchira)	308	Towers
3.	Arocon Realestate	304	Towers
4.	Parakh Infrastructure	228	Towers
5.	Rise Projects (Organic Homes)	1040	Towers
	Total Units in Towers	2484	

S.No.	Developer	No. of Units	Type of Unit
1.	Nitishree Group	900	Plots

2.	SMV Agencies Pvt Ltd	1000	Plots
	Total Plots	1900	

24. A total of 4,384 units were developed in the township, out of which 2,484 plots were earmarked for integrated group housing to various FSIs, while the 1900 units were plots developed by SMV Agencies and the Nitishree group, which were to be sold or allotted to private purchasers after the completion of plotting and layout development.

25. Under the MOU dated 19.01.2012, the township land was correspondingly demarcated between the thirty-one consortium companies, which were divided into two distinct development groups, namely, the Jaipuria Group and the Nitishree Group. The MOU expressly allocates approximately 40% of the township area (identified as Zone A) to the exclusive development responsibility of the Nitishree Group. The group was vested with independent and exclusive rights and obligations within its respective zone, including responsibility for development, plotting, execution, statutory compliances, approvals, environmental obligations, marketing and revenue in relation to the land falling within its allocation.

26. Pursuant to the MOU, the Nitishree Group independently developed approximately 900 plot units. The answering Respondent has had no role in the construction, development, marketing, compliance or environmental management of the parcels developed by the Nitishree Group. The Nitishree Group was responsible for bearing 37.5% of the township-wide statutory obligations and expenses as per the internal allocation recorded in the consortium documents. Similarly, the liabilities for developments and environmental compliance in the transferred land were also transferred to various FSI developers under various sale deeds.

TRANSFER OF FSI PARCELS AND PASSING OF STATUTORY OBLIGATIONS

27. The Answering Respondent entered into a sale deed dated 13.01.2015, duly registered with the Sub-Registrar, Ghaziabad, with M/s Pavitra Conbuild Pvt. Ltd. for sale of 7084 sq.mtr. in Khasra No. 1492, 1496, 1505, and 1582 falling in GH Plot No. 2. On a perusal of Clause 13 of the sale deed, it is clear that the liability with regard to getting approvals, and to abide by all the rules and regulations issued by the GDA, State Govt from time to time shall be binding on the vendee, ie. M/s Pavitra Conbuild Pvt. Ltd. True copy of the registered sale deed dated 13.01.2015 with

M/s Pavitra Conbuild Pvt. Ltd. is annexed herewith and marked as **Annexure R-10**.

28. Similarly, the Answering Respondent entered into an Agreement to Sell dated 31.12.2014, duly registered with the Sub-Registrar, Ghaziabad, with M/s Divyansh Homes Private Limited for 17,710 sq. mtr. Of land pertaining to Khasra No. 1461, 1501, 1502, 1503, 1504, 1505, 1506, 1507 and 1502 falling in GH Plot No. 2. On a perusal of Clause 9.5 and Clause 10 of the Agreement, it is clear that any liability arising out of the land has been transferred to M/s Divyansh Homes Private Limited, and that they are solely responsible and liable for violations. True copy of the registered Agreement to Sell dated 31.12.2014 with M/s Divyansh Homes Private Limited is annexed herewith and marked as **Annexure R-11**.

29. Similarly, the Answering Respondent executed a registered Sale Deed dated 08.01.2015 with M/s Ratandeeep Infrastructure Private Limited for transfer of 3,542 sq. mtr. of land falling in Khasra Nos. 1470, 1471 and 1484. A perusal of Clause 13 of the said Sale Deed unequivocally establishes that all liabilities relating to obtaining approvals and complying with the rules, regulations and directions issued by GDA and the State Government from time to time stand transferred to and shall be

binding upon the vendee, i.e., M/s Ratandeeep Infrastructure Private Limited. True copy of the Sale Deed dated 08.01.2015 with M/s Ratandeeep Infrastructure Private Limited is annexed herewith and marked as **Annexure R-12**.

30. The Answering Respondent further executed a registered Sale Deed dated 14.01.2015 in favour of M/s SB Landcon Private Limited for transfer of 3,542 sq. mtr. of land comprised in Khasra Nos. 1471, 1483, 1484 and 1485. As per Clause 13 of the said Sale Deed, all liabilities and obligations, including compliance with applicable laws, environmental norms, and approvals mandated by GDA and State authorities, have been contractually transferred to and are binding on M/s SB Landcon Private Limited. True copy of the Sale Deed dated 14.01.2015 with M/s SB Landcon Private Limited is annexed herewith and marked as **Annexure R-13**.

31. The Answering Respondent also executed a registered Sale Deed dated 04.02.2015 with M/s Wallrock Infrahome Private Limited for 7,084 sq. mtr. of land falling in Khasra Nos. 1485, 1486, 1487, 1492 and 1498. Clause 13 of the said instrument explicitly provides that the vendee shall obtain all necessary approvals and shall strictly comply with the rules, regulations and directions issued by the competent authorities, and that all liabilities arising

out of any such requirements stand transferred to the vendee. True copy of the Sale Deed dated 04.02.2015 with M/s Wallrock Infracore Private Limited is annexed herewith and marked as **Annexure R-14.**

32. In continuation thereof, a registered Sale Deed dated 30.01.2015 was executed with M/s Parakh Infrastructures Private Limited for transfer of 5,176 sq. mtr. of land falling within Khasra Nos. 1461, 1463, 1464, 1500 and 1501. Clause 13 of the said Sale Deed clearly stipulates that the vendee shall be solely responsible for securing requisite approvals and adhering to directions/conditions imposed by GDA and the State Government, thereby transferring the entire liability attached to the said parcel to M/s Parakh Infrastructures Private Limited. True copy of the Sale Deed dated 30.01.2015 with M/s Parakh Infrastructures Private Limited is annexed herewith and marked as **Annexure R-15.**

33. The Answering Respondent also transferred another parcel pursuant to a registered Sale Deed dated 30.01.2015 executed with M/s Arocon Real Estate Private Limited for 7,087 sq. mtr. of land situated in Khasra Nos. 1441, 1466, 1467, 1468, 1469, 1470 and 1471. Here again, Clause 13 of the Sale Deed clearly binds the vendee to obtain all approvals, comply with applicable

environmental and planning norms, and assume full responsibility for any statutory liabilities arising from the land or subsequent development thereon. True copy of the Sale Deed dated 30.01.2015 with M/s Arocon Real Estate Private Limited is annexed herewith and marked as **Annexure R-16**.

34. The Answering Respondent further entered into a General Agreement dated 14.07.2015 with M/s Rise Projects Private Limited for transfer of 19,060 sq. mtr. of land in H-Block, GH-01, falling in Khasra Nos. 731, 1522, 1527, 1528, 1529, 1530, 1534, 1536, 1537 and 1538. A perusal of the Clauses Clause 8- (VIII), Clause 19-(II)(i), Clause 19-(II)(x) of the Agreement unequivocally demonstrates full transfer of liability, including environmental compliance obligations, to M/s Rise Projects Private Limited. True copy of the General Agreement dated 14.07.2015 with M/s Rise Projects Private Limited is annexed herewith and marked as **Annexure R-17**.

35. The answering respondent also entered into two Registered Sale Deeds with M/s Rise Project Pvt Ltd, both dated 29.12.2015 whereby land comprised in Khasra Nos. 2909, 2910, 2921, and 2923 situated at Village Shahpur, which is the land pertaining to GH-03 was fully transferred to M/s Rise Project Pvt Ltd. True copy of registered Sale deed dated 29.12.2015 pertaining to Khasra No.

2909 and 2910 at Village Shahpur with M/s Rise Project Pvt Ltd is annexed herewith and marked as **Annexure R-18**. True copy of registered Sale deed dated 29.12.2015 pertaining to Khasra No. 2921 and 2923 at Village Shahpur with M/s Rise Project Pvt Ltd is annexed herewith and marked as **Annexure R-19**.

36. Thus, after 2014–15, Respondent No. 2 neither retains title nor exercises control over the parcels stated hereinabove on which the alleged violations are stated to have occurred. All construction activity thereafter, including obtaining permissions, consents, and environmental compliances, lies solely with the respective FSIs.

37. It is further submitted that the allegations contained in the present Application pertain to lands and construction activities that were no longer under the control, possession, or ownership of the Answering Respondent at the relevant time. As demonstrated in Paras 27 to 35 above, the Answering Respondent had lawfully transferred individual parcels along with corresponding FSI, title, control, and environmental compliance obligations to various independent developers through duly registered instruments. Each transferee (FSI) has, under express contractual clauses, assumed full responsibility for obtaining

approvals, adhering to environmental norms, and complying with applicable laws for all construction undertaken by them.

38. In these circumstances, the presence of the respective FSI allottees/transferee developers is not merely relevant but indispensable for the complete and effective adjudication of the issues raised in the present Original Application. The Answering Respondent, therefore, most respectfully submits that the aforesaid FSIs, each of whom holds title, possession, and statutory responsibility over the land parcels in question, ought to be impleaded as necessary and proper parties in the present proceedings. Without their impleadment, the present Application suffers from non-joinder of indispensable parties and cannot be decided in a fair, comprehensive, or legally sustainable manner. The Respondent reserves liberty to move an application for impleadment of the abovenamed FSI purchasers.

39. The findings of the Joint Committee constituted by this Hon'ble Tribunal unequivocally establish that the land comprising the subject Integrated Township was duly transferred by the Answering Respondent to various FSI purchasers through registered instruments. The Joint Committee has specifically recorded that each such FSI purchaser is solely responsible for obtaining fresh Environmental Clearances, Consents to

Establish/Operate, and all other statutory permissions required for the individual group-housing projects undertaken by them. The Joint Committee has thus confirmed that the obligation to secure project-specific environmental approvals no longer rests with the Answering Respondent after the transfer of land and FSI rights in 2014–15.

40. The allegations raised by the Applicant in the present Original Application are misleading, incorrect and have been made without any verification of facts. The Applicants have sought to attribute to the answering Respondent certain actions which are, in fact, neither within its control nor within its domain after transfer of the project land. It is respectfully submitted that all development and construction activities undertaken by the answering Respondent were duly completed by the year 2014–15. Thereafter, the land comprising the group housing plots was transferred to FSI, which has since been carrying out all construction and development relating to the group housing towers.
41. The answering Respondent has only carried out the plotting and basic township layout during the period prior to 2014–15, and has no role whatsoever in the ongoing or subsequent construction activities within the group housing area.

42. The allegation regarding non-obtaining of Consent to Operate (CTO) for the Sewage Treatment Plant (STP) is also misdirected. The STP in question forms part of the group housing area developed by FSI, and all statutory compliances, permissions and consents relating to the same fall squarely within the obligations of FSI. The Applicants, despite being aware of the structure of the project, have incorrectly fastened liability on the answering Respondent. It is only one STP of 100 KLD capacity that has been installed in the plotted area developed by Respondent No. 2 for the use of the residents therein, and the same was under a valid Consent to Establish (CTE).
43. The allegation that Respondent No. 2 has illegally extracted groundwater is unfounded. The extraction presently taking place at the site is being undertaken by FSIs, which has taken over the land along with all liabilities, obligations, and permissions. Only one borewell exists within the plotted land developed by the answering respondent for the domestic use of the residents therein.
44. The allegation regarding tree felling is equally baseless. The Forest Division, after conducting a site inspection through the Sub-Divisional Forest Officer, has categorically recorded that no illegal tree felling was detected within the boundaries of the township.

The official inspection completely negates the false allegations raised by the Applicants. It is evident that the Applicants have levelled these allegations without any material and in disregard of the findings of the statutory authorities.

45. Without prejudice to the above submissions, it is submitted that Respondent No. 2 has at all times acted strictly within the four corners of law. All construction and project-related works undertaken by the Answering Respondent were carried out strictly in accordance with the deemed Environmental Clearance and other statutory approvals duly obtained from time to time. The Answering Respondent has scrupulously complied with all applicable environmental norms and regulatory requirements during the development of the Project. Accordingly, the allegations levelled by the Applicants regarding unlawful construction, excavation, or tree felling without EC are wholly unfounded, misleading, and liable to be rejected in limine.

PRAYER

In light of the above facts and circumstances, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to:

- a. Dismiss the present Original Application filed by the Applicants; and/or

b. Pass any other order that this Hon'ble Tribunal may deem fit in the interest of justice.

For SMV AGENCIES PVT. LTD.

RESPONDENT NO. 2

THROUGH

Alia
D/10379/2024

VSA LEGAL

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New Delhi

Date: 02.12.2025

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 165 OF 2025**

IN THE MATTER OF:

Kishan Lal & Anr.

...Applicants

Versus

The State of Uttar Pradesh & Others

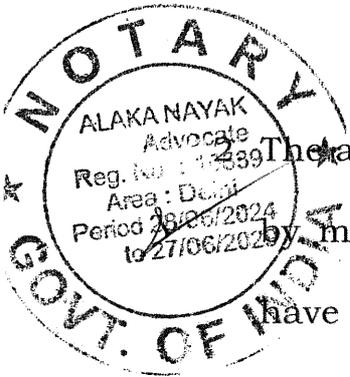
...Respondents

AFFIDAVIT

I, Shashank Varshney, S/o Rajkumar Varshney, aged about 47 years, Authorized Representative of Respondent No. 2 having its registered office at S-25, Green Park, Main Market, New Delhi – 110016, do hereby solemnly affirm and state as under:

1. That I am the Authorized Representative of Respondent No. 2 in the captioned case, and therefore am well conversant with the facts and circumstances of the case and competent to swear this Affidavit.

The accompanying reply has been drafted as per my instructions by my counsel, and I have read the contents of the reply and have understood the same.



For SMV AGENCIES PVT. LTD.

Authorised Signatory

3. I say that the same are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed from.

Alaka
D-10219-2024
I identified the deponent who
as signed in my presence.

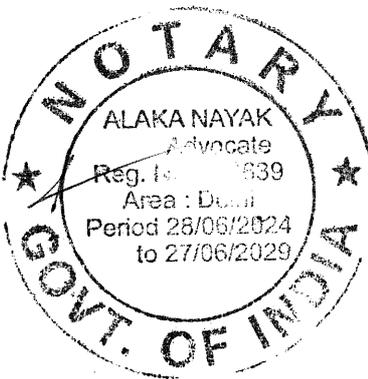
For SMV AGENCIES PVT. LTD.
[Signature]
DEPONENT
Authorized Signatory

VERIFICATION:

I, the above-named deponent, do hereby solemnly affirm and verify that the facts stated in the above affidavit are true to the best of my knowledge and belief, no part of the same is false and nothing material has been concealed therefrom.

Verified at 01 DEC 2025 on the 01 day of December, 2025

For SMV AGENCIES PVT. LTD.
[Signature]
DEPONENT
Authorized Signatory



01 DEC 2025

CERTIFIED THAT THE DEPONENT
Sri/Sr *Shubam Nayak*
S/o, W/o, D/o *[Signature]*
R/o *[Signature]*
Identified *[Signature]*
has signed *[Signature]*
New Delhi *[Signature]*
That the above *[Signature]* which has
been read *[Signature]* are true and
Correct to the best of my knowledge
[Signature]

Unit No.-SB-64 (FF), Jaipuria Sunrise Plaza, 12-A, Ahinsa Khand, Indirapuram, Ghaziabad - 201 010

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CIN No. : U74899DL1994PTC062671

Annexure R-1

CERTIFIED TRUE COPY OF THE EXTRACTS OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF M/S SMV AGENCIES PRIVATE LIMITED HELD ON OCTOBER 31, 2025 AT THE REGISTERED OFFICE OF THE COMPANY AT S-25, GREEN PARK MAIN MARKET, NEW DELHI – 110016

"RESOLVED THAT Mr. Shashank Varshney, General Manager (Projects), be and is hereby authorised to represent the Company, SMV Agencies Private Limited, before the Hon'ble National Green Tribunal, Hon'ble Supreme Court of India, Hon'ble High Courts, Pollution Control Boards, Ministry of Environment, Forest and Climate Change (MoEF&CC), State Environment Impact Assessment Authority (SEIAA), and all other judicial, quasi-judicial, administrative and statutory authorities in connection with the matter titled "Kishan Lal & Anr. vs State of Uttar Pradesh & Ors." (Original Application No. 165 of 2025) or any related proceedings, notices, inspections, compliance filings or submissions pertaining to the Company's Integrated Township at Village Shahpur Bamheta, NH-24, District Ghaziabad, Uttar Pradesh.

RESOLVED FURTHER THAT the said Mr. Shashank Varshney be and is hereby authorised to:

1. **Sign and execute** the *Vakalatnama*, affidavits, petitions, replies, written statements, applications, undertakings, authorisations, reports, and any other documents as may be required for or incidental to such proceedings;
2. **Engage, appoint, or authorise Advocates, Counsels, Solicitors, or other professionals** to appear and act on behalf of the Company;
3. **File or submit** replies, reports, or any other documents before any Court, Tribunal, Authority or Committee including but not limited to the Hon'ble National Green Tribunal, Hon'ble Supreme Court of India, State Pollution Control Board, Central Pollution Control Board, Divisional Forest Officer, or District Magistrate; and
4. **Take all such steps, actions, and decisions** as may be necessary or expedient to effectively represent and safeguard the interests of the Company in connection with the said proceedings.

RESOLVED FURTHER THAT any action already taken by Mr. Shashank Varshney in connection with the aforesaid matter be and is hereby ratified and confirmed.

RESOLVED FURTHER THAT a copy of this resolution certified as true by any Director or the Company Secretary of the Company be provided to any authority, Advocate, or office as may be required for record or reference."

For and on behalf of

SMV AGENCIES PRIVATE LIMITED

Mr. Rajkumar Kamrakhiani

Director

Date: October 31, 2025

Place: New Delhi

For SMV AGENCIES PVT. LTD.

Authorised Signatory



Annexure R-2

न्यायालय श्रीमान सिविल जज (सी०डि०) गाजियाबाद

वाद संख्या 754/2025



मैसर्स एस०एम०वी० एजेन्सीज प्रा०लि०, स्थित बेसमेन्ट जयपुरिया
सनराईज प्लाजा 12ए अहिंसा खण्ड इन्दिरापुरम गाजियाबाद द्वारा
अधिकृत प्रतिनिधि कुलदीप शर्मा उम्र 38 वर्ष पुत्र श्री योगेश
कुमार शर्मा निवासी जयपुरिया सनराईज प्लाजा 12ए अहिंसा खण्ड
इन्दिरापुरम गाजियाबाद

आधार नम्बर- 7739 7520 2503

मोबाईल नम्बर- 7529976175

ईमेल- rameshtiwariadvocate@gmail.com

..... वादी/ कम्पनी

बनाम

श्री किशन पुत्र श्री महिपाल निवासी म०नं० 599 ग्राम शाहपुर
बम्हैटा गाजियाबाद तहसील व जिला गाजियाबाद।

... प्रतिवादी

श्रीमान जी,

वादी/ कम्पनी निम्न निवेदन करती है।

1. यह कि वादी एक प्राईवेट लिमिटेड कम्पनी है। वादी/ कम्पनी
ग्राम शाहपुर बम्हैटा परगना डसना तहसील व जिला
गाजियाबाद में इंटीग्रेटेड टाऊनशिप “जयपुरिया सनराईज

ग्रीन्स” के नाम से टाऊनशिप विकसित कर रही है। श्री कुलदीप शर्मा वादी/ कम्पनी के अधिकृत प्रतिनिधि हैं। जिन्हें वादी/ कम्पनी की ओर से उक्त वाद पत्र व शपथ पत्र पर हस्ताक्षर करने, अधिवक्ता नियुक्त करने एवं माननीय न्यायालय में वाद प्रस्तुत करने समेत समस्त विधिक अधिकार प्राप्त है।

2. यह कि प्रतिवादी एक किता कृषि भूमि खसरा नम्बर 2626 कुल रकबा 0.2280 है० में से 0.2030 हैक्टेयर भूमि स्थित ग्राम शाहपुर बम्हैटा तहसील व जिला गाजियाबाद के संक्रमणीय भूमिधर है। चूँकि प्रतिवादी के उक्त कृषि भूमि वादी/ कम्पनी के डी.पी.आर. (डिटेल् प्रोजेक्ट रिपोर्ट) में आती है इसलिए वादी/ कम्पनी और प्रतिवादी के बीच उक्त खसरा नम्बर की भूमि का विक्रय करने का सौदा 1,32,66,050/- (एक करोड़ बत्तीस लाख छियासठ हजार पचास रुपये) में तय पाया गया था जिसके सन्दर्भ में एक पंजीकृत इकरारनामा महायदाबय दिनांक 8.3.2022 को निष्पादित हुआ था उक्त पंजीकृत इकरारनामा महायदाबय बही नं०-1 जिल्द संख्या 18756 के पृष्ठ 313 से 334 तक क्रमांक 2302 पर दिनांक 8.3.2022 को सबरजिस्ट्रार प्रथम गाजियाबाद के कार्यालय में पंजीकृत है। उपर्युक्त वर्णित कृषि भूमि को वाद पत्र में आगे प्रश्नगत सम्पत्ति कहा गया है।

3. यह कि उक्त इकरारनामा महायदाबय के अनुसार वर्णित प्रश्नगत सम्पत्ति के विक्रय करने का सौदा वादी/ कम्पनी व प्रतिवादी के बीच निम्नलिखित शर्तों पर तय पाया गया था।

(i). यह कि तयशुदा कीमत में कमी बेशी करने का अधिकार किसी भी पक्ष को नहीं होगा तथा द्वितीय पक्ष (वादी/ कम्पनी) का मौके पर कब्जा बैनामे के समय दिया जायेगा।

(ii). यह कि प्रथम पक्ष (प्रतिवादी) अनुसूचित जाति से है (प्रतिवादी) अतः प्रथम पक्ष (प्रतिवादी) को उक्त भूमि की विक्रय करने की अनुमति जिलाधिकारी गाजियाबाद से लेनी होगी।

(iii). यह कि उक्त सम्पत्ति का बैनामा पंजीकृत कराने की मियाद दिनांक 08.03.2022 से यानि दिनांक 07.02.2023 तक तय पायी है अन्दर मियाद महायदाबय तलब सम्पत्ति का विक्रय पत्र प्रथम पक्ष (प्रतिवादी) बहक द्वितीय पक्ष (वादी/ कम्पनी) अथवा जिसके नाम वो चाहेगें तहरीर व तकमील करके पंजीकृत कर देंगे।

(iv). यह कि द्वितीय पक्ष (वादी/ कम्पनी) उक्त सम्पत्ति का बैनामा अपने नाम करावे और खर्चा बैनामे का बजिम्मे प्रथम पक्ष (प्रतिवादी) व द्वितीय पक्ष (वादी/ कम्पनी) अपने अपने हिस्से के अनुसार अदा करेगें और द्वितीय पक्ष (वादी/ कम्पनी) को अधिकार होगा कि वह उक्त सम्पत्ति का

बैनामा (टुकड़ों में या सम्पूर्ण) अपने हक में करावे या अपने नामिनी के नाम करावे या अपने नाम के साथ किसी अन्य व्यक्ति का नाम शरीक करे।

(v). यह कि यदि प्रथम पक्ष (प्रतिवादी) उक्त नियत तिथि में उक्त सम्पत्ति का बैनामा द्वितीय पक्ष (वादी/ कम्पनी) के हक में नहीं करता है तो द्वितीय पक्ष (वादी/ कम्पनी) को अधिकार होगा कि वह उक्त सम्पत्ति का बैनामा बजरिये अदालत अपने हक में करा ले।

(vi). यह कि द्वितीय पक्ष (वादी/ कम्पनी) उक्त नियत तिथि में उक्त सम्पत्ति का बैनामा अपने हक में नहीं कराता है तो प्रथम पक्ष (प्रतिवादी) को अधिकार होगा कि उक्त सम्पत्ति की बाबत प्राप्त धनराशि जब्त कर ले।

(vii). यह कि द्वितीय पक्ष (वादी/ कम्पनी) उक्त सम्पत्ति का बैनामा अपने हक में करावे या अपने नामिनी के नाम करावे या अपने नाम के साथ किसी अन्य व्यक्ति का नाम करे।

4. यह कि पंजीकृत इकरारनामा महायदाबय दिनांकित 8.3. 2022 निष्पादित करते समय वादी/ कम्पनी ने प्रतिवादी को बतौर बयाना /पार्टपेमेन्ट अंकन 13,85,000/- (तेरह लाख पिचासी हजार रुपये) विभिन्न तिथियों पर अदा किया था तथा शेष धनराशि 1,18,81,050/- (एक करोड़ अठारह लाख इक्कासी हजार पचास रुपये) बैनामे के समय वादी/



कम्पनी के द्वारा प्रतिवादी को देना तय पाया गया था। उपर्युक्त वर्णित इकरारनामा महायदाबय रूबरू गवाहान निष्पादित होकर पंजीकृत हुआ था। चूँकि उक्त इकरारनामा महायदाबय में बैनामा निष्पादित होने की विहित समयावधि के अन्तर्गत प्रतिवादी द्वारा शर्त संख्या-2 के अनुसार विक्रय अनुमति नहीं प्राप्त की गयी थी इसलिए विहित समयावधि में बैनामा निष्पादित नहीं हो पाया था।

5. यह कि उक्त इकरारनामा महायदाबय के अनुक्रम में वादी/कम्पनी ने प्रतिवादी को निम्न प्रकार से कुल 1,37,85,000/- (एक करोड़ सैंतीस लाख पिच्चासी हजार रुपये) अदा कर दिया। उक्त धनराशि में 5,00,000/- (पाँच लाख रुपये) विक्रय अनुमति प्राप्त करने का खर्चा भी शामिल है।

क्र०सं०	दिनांक	माध्यम	धनराशि
1.	29-07-2021	NEFT	1,85,000/-
2.	30-07-2021	RTGS	2,00,000/-
	30-07-2021	RTGS	10,00,000/-
3.	26-04-2022	RTGS	10,00,000/-



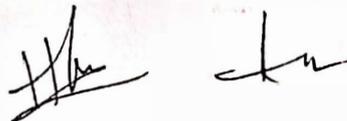

4.	26-04-2022	RTGS	10,00,000/-
5.	05-05-2022	RTGS	3,00,000/-
6.	14-07-2022	RTGS	10,00,000/-
7.	06-08-2022	RTGS	10,00,000/-
8.	06-08-2022	RTGS	5,00,000/-
9.	07-02-2024	NEFT	6,00,000/-
10.	16-02-2024	NEFT	3,00,000/-
11.	06-03-2024	NEFT	17,00,000/-
12.	08-05-2024	NEFT	20,00,000/-
13.	24-04-2024	NEFT	10,00,000/-
14.	26-06-2022	RTGS	20,00,000/-
कुल धनराशि			1,37,85,000/-

6. यह कि उक्त इकरारनामा महायदाबय में वर्णित तयशुदा प्रतिफल की धनराशि अंकन 1,32,66,050/- (एक करोड़ बत्तीस लाख छियासठ हजार पचास रुपये) व अंकन 5,00,000/- (पाँच लाख रुपये) विक्रय अनुमति का खर्चा

यानि कुल अंकन 1,37,85,000/- (एक करोड़ सैंतीस लाख पिचासी हजार रुपये) वादी/ कम्पनी ने प्रतिवादी को अदा कर दिया प्रतिवादी के द्वारा वादी/ कम्पनी को यह जानकारी दी गई कि प्रतिवादी ने इकरारशुदा प्रश्नगत सम्पत्ति की विक्रय अनुमति प्राप्त कर ली है, तब प्रतिवादी के निर्देशानुसार वादी/ कम्पनी ने उक्त इकरारनामे में वर्णित सम्पत्ति का बैनामा कराने के लिए दिनांक 7.3.2024 को सब रजिस्ट्रार कार्यालय गाजियाबाद पहुँचकर अंकन 7,56,200/- (सात लाख छप्पन हजार दो सौ रुपये) का स्टाम्प खरीद कर बैनामा तहरीर करा लिया परन्तु पूरे दिन इन्तजार करने के बावजूद प्रतिवादी दिनांक 7.3.2024 को सब रजिस्ट्रार गाजियाबाद के कार्यालय में उपस्थित नहीं आया और तब से ही प्रतिवादी, वादी/ कम्पनी के हक में इकरारशुदा सम्पत्ति का बैनामा करने से इस या उस बहाने टालता चला आ रहा है।

7. यह कि दिनांक 21.04.2025 के लगभग एक सप्ताह पूर्व वादी/ कम्पनी के बार-बार अनुरोध करने पर प्रतिवादी ने दिनांक 15.04.2025 को उक्त इकरारनामा महायदाबय में वर्णित सम्पत्ति का बैनामा वादी/ कम्पनी के हक में करने के लिये दिनांक 21.04.2025 की तिथि नियत कर दी। दिनांक 21.04.2025 को वादी/ कम्पनी के अधिकृत प्रतिनिधि श्री कुलदीप सिंह उक्त इकरारनामा महायदाबय में वर्णित प्रश्नगत सम्पत्ति का बैनामा वादी/ कम्पनी के हक



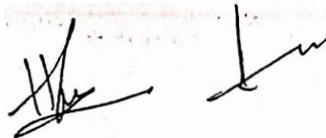
में निष्पादित कराने की पूरी तैयारी के साथ सब रजिस्ट्रार कार्यालय गाजियाबाद पहुँच गया और कार्यालय खुलने के उपरान्त से बन्द होने तक प्रतिवादी का इन्तजार किया परन्तु प्रतिवादी सब रजिस्ट्रार गाजियाबाद के कार्यालय में हाजिर नहीं आया। वादी कम्पनी ने दिनांक 21.04.2025 को अपनी सुबह और शाम की हाजरी सब रजिस्ट्रार कार्यालय गाजियाबाद में दर्ज करायी।

8. यह कि दिनांक 21.04.2025 को जब प्रतिवादी सब रजिस्ट्रार गाजियाबाद के कार्यालय में उक्त इकरारनामा महायदाबय में वर्णित सम्पत्ति का बैनामा वादी/ कम्पनी के हक में करने नहीं आया तब वादी/ कम्पनी ने अपने अधिवक्ता के माध्यम से दिनांक 23.04.2025 को इस आशय का नोटिस प्रेषित कराया कि प्रतिवादी दिनांक 05.05.2025 को सब रजिस्ट्रार गाजियाबाद के कार्यालय में आकर पंजीकृत इकरारनामा महायदाबय में वर्णित प्रश्नगत सम्पत्ति का बैनामा वादी/ कम्पनी के हक में निष्पादित कर
9. यह कि नोटिस दिनांक 23.04.2025 में अंकित तिथि दिनांक 5.5.2025 को वादी/ कम्पनी के अधिकृत प्रतिनिधि श्री कुलदीप सिंह इकरारनामा महायदाबय दिनांक 8.3.2024 में वर्णित सम्पत्ति का बैनामा वादी/ कम्पनी के हक में प्रतिवादी से निष्पादित कराने हेतु पूरी तैयारी के साथ सब रजिस्ट्रार गाजियाबाद के कार्यालय में सुबह से



शाम तक प्रतिवादी का इन्तजार करता रहा परन्तु प्रतिवादी प्रश्नगत सम्पत्ति का बैनामा वादी/ कम्पनी के हक में निष्पादित करने के लिए नहीं आया। वादी/ कम्पनी ने सबरजिस्ट्रार गाजियाबाद के कार्यालय में दिनांक 5.5.2025 को अपनी सुबह व शाम की हाजरी दर्ज करायी।

10. यह कि वादी/ कम्पनी इकरारशुदा सम्पत्ति क्रय करने के लिए सदैव इच्छुक व तैयार रहा है। वादी/ कम्पनी ने दिनांक 7.3.2024 को इकरारशुदा सम्पत्ति क्रय करने के लिए प्रतिवादी के निर्देशानुसार बैनामा तहरीर कराया तथा प्रतिवादी के कहने पर बैनामा निष्पादित कराने हेतु पुनः दिनांक 21.04.2025 को सब रजिस्ट्रार गाजियाबाद के कार्यालय में आया एवं सुबह शाम की हाजरी दर्ज करायी तदोपरान्त प्रतिवादी को बजरिये नोटिस बैनामा निष्पादित करने की तिथि दिनांक 5.5.2025 नियत कर पूरी तैयारी के साथ सबरजिस्ट्रार गाजियाबाद के कार्यालय जाकर सुबह से शाम तक प्रतिवादी का इन्तजार करता रहा। परन्तु प्रतिवादी बैनामा निष्पादित करने नहीं आया इस प्रकार वादी/कम्पनी तयशुदा प्रतिफल अदा करने के उपरान्त प्रश्नगत सम्पत्ति का बैनामा प्रतिवादी से अपने हक में कराने के लिये सदैव इच्छुक व तत्पर व तैयार रहा है परन्तु प्रतिवादी जान बूझकर बदनियती से बेईमानी पूर्ण ढंग से पंजीकृत इकरारनामा महायदाबय दिनांक 8.3.2022 के अनुपालन में इकरारशुदा प्रश्नगत



सम्पत्ति का बैनामा वादी/ कम्पनी के हक में करने के लिए तैयार नहीं है।

11. यह कि जब प्रतिवादी दिनांक 5.5.2025 को इकरारशुदा प्रश्नगत सम्पत्ति का बैनामा वादी/ कम्पनी के हक में निष्पादित करने सब रजिस्ट्रार कार्यालय गाजियाबाद नहीं आया तब वादी/ कम्पनी के अधिकृत प्रतिनिधि प्रतिवादी के निवास स्थान पर दिनांक 13.05.2025 को गये और इकरारशुदा प्रश्नगत सम्पत्ति का बैनामा वादी/ कम्पनी के हक में निष्पादित न करने का कारण पूछा तो प्रतिवादी नाराज हो गया एवं धमकी देते हुए कहा कि वह इकरारशुदा प्रश्नगत सम्पत्ति का बैनामा वादी/ कम्पनी के हक में नहीं करेगा और जल्द ही इकरारशुदा प्रश्नगत सम्पत्ति को किसी अन्य को विक्रय कर देगा। प्रतिवादी के उक्त धमकी से यह स्पष्ट है कि प्रतिवादी माननीय न्यायालय की संविदा की विनिर्दिष्ट अनुपालन की डिक्री पारित किये बिना पंजीकृत इकरारनामा महायदाबय दिनांकित 8.3.2022 के अनुसार इकरारशुदा प्रश्नगत सम्पत्ति का बैनामा वादी/ कम्पनी के हक में करने को तैयार नहीं है और बेईमानी पूर्ण ढंग से इकरारशुदा प्रश्नगत सम्पत्ति को बेचने की फिराक में है। तब इस वाद की आवश्यकता महसूस हुई, विवश वाद प्रस्तुत

12. यह कि प्रतिवादी ने वादी/ कम्पनी से बाएवज 1,32,66,000/- (एक करोड़ बत्तीस लाख छियासठ हजार

रूपये) खसरा नम्बर 2626 क्षेत्रफल 0.2030 हैक्टेयर स्थित ग्राम शाहपुर बम्हैटा परगना डासना तहसील व जिला गाजियाबाद के विक्रय करने का सौदा तय करके एक इकरारनामा महायदाबय पंजीकृत कराया एवं प्रतिफल की सम्पूर्ण धनराशि के साथ साथ विक्रय अनुमति प्राप्त करने के लिए 5,00,000/- (पाँच लाख रुपये) अतिरिक्त प्राप्त कर लिया। वादी/ कम्पनी ने प्रतिवादी के निर्देशानुसार 756000/- (सात लाख छप्पन हजार रुपये) का स्टाम्प खरीद कर बैनामा भी तहरीर करा लिया परन्तु प्रतिवादी के नीयत में बदी आ गयी है और प्रतिवादी जान बूझकर इकरारशुदा सम्पत्ति का बैनामा वादी के हक में नहीं कर रहा है एवं किसी अन्य को विक्रय करने की धमकी दे रहा है। जिसका कि प्रतिवादी को कोई वैधानिक अधिकार प्राप्त नहीं है।

13. यह कि प्रतिवादी ने स्पष्ट रूप से पंजीकृत इकरारनामा महायदाबय में वर्णित सम्पत्ति के एवज में तयशुदा धनराशि प्राप्त करने के बावजूद वादी/ कम्पनी के हक में इकरारशुदा सम्पत्ति का बैनामा निष्पादित नहीं कर रहा है और इकरारशुदा प्रश्नगत सम्पत्ति को किसी अन्य को विक्रय करने की धमकी दे रहा है जबकि प्रतिवादी पंजीकृत इकरारनामा दिनांकित 8.3.2022 में वर्णित इकरारशुदा प्रश्नगत सम्पत्ति का बैनामा वादी/ कम्पनी के हक में निष्पादित करने के लिए वैधानिक रूप से दायित्वाधीन है।

यदि प्रतिवादी पंजीकृत इकरारनामा महायदाबय का उल्लंघन करते हुए इकरारशुदा प्रश्नगत सम्पत्ति को किसी अन्य को विक्रय करने में सफल हो गया तो वादी/ कम्पनी को अपूर्णिय क्षति होगी जिसकी भरपाई धन या अन्य किसी प्रकार से सम्भव नही होगी। वादी/ कम्पनी का वाद प्रथम दृष्टया सिद्ध है। चूँकि इकरारशुदा प्रश्नगत सम्पत्ति का सम्पूर्ण प्रतिफल प्रतिवादी प्राप्त कर चुका है इसलिये प्रतिवादी को इकरारशुदा प्रश्नगत सम्पत्ति को किसी अन्य को विक्रय करने का वैधानिक अधिकार प्राप्त नही है। इसलिये सुविधा का सन्तुलन भी वादी/ कम्पनी के हक में है।

14. यह कि वाद का कारण पंजीकृत इकरारनामा महादाबय दिनांकित 8.3.2022 में वर्णित इकरारशुदा प्रश्नगत सम्पत्ति का विक्रय अनुमति प्राप्त करने के उपरान्त प्रतिवादी द्वारा दिनांक 7.3.2024 को बैनामा तहरीर करने का निर्देश देने के उपरान्त वादी द्वारा स्टाम्प खरीदकर बैनामा तहरीर कराने दिनांक 7.3.2024 से प्रारम्भ होकर प्रतिवादी द्वारा दिनांक 21.04.2025 को सबरजिस्ट्रार गाजियाबाद के कार्यालय में आकर बैनामा निष्पादित करने का आश्वासन देने परन्तु सबरजिस्ट्रार गाजियाबाद के कार्यालय में आकर प्रतिवादी द्वारा वादी/ कम्पनी के हक में इकरारशुदा भूमि का बैनामा न करने तदोपरान्त वादी/ कम्पनी के द्वारा नोटिस प्रेषित करके प्रतिवादी को दिनांक 5.5.2025 को बैनामा निष्पादित करने की तिथि देने के बावजूद भी प्रतिवादी द्वारा न करने

बैनामा तथा पुनः दिनांक 13.05.2025 को पंजीकृत इकरारनामा महायदाबय दिनांकित 8.3.2022 का अनुपालन करते हुए इकरारशुदा प्रश्नगत सम्पत्ति का बैनामा निष्पादित करने से अंतिम इंकार तथा इकरारशुदा भूमि को किसी अन्य को विक्रय करने की देने धमकी बस्थान ग्राम शाहपुर बम्हैटा तहसील व जिला गाजियाबाद में उत्पन्न हुआ है इसलिये माननीय न्यायालय को उक्त वाद की सुनवाई कर निर्णित करने का समस्त क्षेत्राधिकार प्राप्त है।

15. यह कि वाद का मूल्यांकन पंजीकृत इकरारनामा महायदाबय दिनांकित 8.3.2022 में वर्णित इकरारशुदा प्रश्नगत सम्पत्ति की प्रतिफल की धनराशि अंकन 1,32,66,050/- (एक करोड़ बत्तीस लाख छियासठ हजार पचास रुपये) पर किया जाकर अनुतोष 16अ के लिए अंकन 9,95,362/- (नौ लाख पिन्वानबे हजार तीन सौ बासठ रुपये) व अनुतोष 16ब के लिए अधिकतम न्यायशुल्क अंकन 500/- (पाँच सौ रुपये) कुल 9,95,862/- (नौ लाख पिन्वानबे हजार आठ सौ बासठ रुपये) वास्ते न्यायिक प्रयोजन अदा किया जाता है।

16. यह कि वादी/ कम्पनी निम्नलिखित अनुतोषों की याचना करती है:-

अ- यह कि माननीय न्यायालय की संविदा के विनिर्दिष्ट अनुपालन की डिक्री बहक वादी/ कम्पनी विरुद्ध प्रतिवादी इस आशय की पारित की जावें कि प्रतिवादी पंजीकृत इकरारनामा महायदाबय दिनांक 8.3.2022 में दी गयी

शर्तों के अनुरूप इकरारशुदा प्रश्नगत सम्पत्ति कृषि भूमि खसरा नम्बर 2626 रकबा 0.2030 है० भूमि स्थित ग्राम शाहपुर बम्हैटा तहसील व जिला गाजियाबाद का बैनामा वादी/कम्पनी के हक में निष्पादित कर पंजीकृत करावें यदि प्रतिवादी बैनामा निष्पादित न करे तो उस दशा में माननीय न्यायालय स्वयं प्रश्नगत इकरारशुदा सम्पत्ति का बैनामा वादी /कम्पनी के हक में निष्पादित कर पंजीकृत करावें।

ब- यह कि माननीय न्यायालय की स्थायी निषेधाज्ञा की डिक्री बहक वादी/ कम्पनी विरुद्ध प्रतिवादी इस आशय से पारित की जावे कि प्रतिवादी प्रश्नगत सम्पत्ति कृषि भूमि खसरा नम्बर 2626 कुल रकबा 0.2280 है० में से 0.2030 हैक्टेयर भूमि स्थित ग्राम शाहपुर बम्हैटा तहसील व जिला गाजियाबाद के सम्बन्ध में किसी अन्य को विक्रय करने या अन्य कोई प्रलेख तहरीर करने से सदैव के लिए बाज रहे।

स- यह कि अन्य कोई अनुतोष जो हितकर वादी/ कम्पनी हो प्रदान की जावे।

द- यह कि वाद का व्यय वादी/ कम्पनी को प्रतिवादी से दिलाया जावे।

सत्यापन:

मैं वादी/ कम्पनी का अधिकृत प्रतिनिधि प्रमाणित करता हूँ कि वाद पत्र की धारा 1 ता 12 का समस्त कथन वादी/कम्पनी के दस्तावेजों के आधार पर सत्य है तथा शेष कथन कानूनी परामर्श के आधार पर व विश्वास में सत्य है।

प्रमाणित स्थान-गाजियाबाद

दिनांक: 27/5/2015

वादी/कम्पनी



अधिवक्ता

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वाद संख्या /2025

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मैसर्स एस0एम0वी0 एजेन्सीज प्रा0लि0

बनाम

श्री किशन

शपथ पत्र ओर से कुलदीप शर्मा उम्र 38 वर्ष पुत्र श्री योगेश कुमार शर्मा निवासी जयपुरिया सनराईज प्लाजा 12ए अहिंसा खण्ड इन्दिरापुरम गाजियाबाद निम्न प्रकार है:-

1. मैं शपथ पूर्वक कथन करता हूँ कि मेरा उपरोक्त नाम व बतौर सब सही है तथा वाद हाजा में बावजह होने कम्पनी मैसर्स एस0एम0वी0 एजेन्सीज प्रा0लि0, स्थित बेसमेन्ट जयपुरिया सनराईज प्लाजा 12ए अहिंसा खण्ड इन्दिरापुरम गाजियाबाद का अधिकृत प्रतिनिधि वाद पत्र के समस्त तथ्यों से भली भाँति परिचित हूँ।
2. मैं शपथ पूर्वक कथन करता हूँ कि वाद पत्र की धारा 1 ता 12 का समस्त कथन मेरे ज्ञान में सब सही है। वाद पत्र की धारा 1 ता 12 के कथनो को पुनरावृत्ति से बचने के कारण इस शपथ पत्र में दोहराया नही गया है जिसे इस शपथ पत्र का भाग माना जाकर साथ में पढ़ा जावे।

सत्यापन:-

मैं शपथ पूर्वक कहता हूँ कि शपथ पत्र की धारा 1 व 2 का समस्त कथन मेरे ज्ञान में सब सही है, कोई कथन असत्य या छिपाया नही गया है। ईश्वर साक्षी है।

प्रमाणित स्थान-गाजियाबाद

दिनांक: 26/5/25

शपथकर्ता

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शपथकर्ता श्री/श्रीमती
सत्यता तथ्य श्री/श्रीमती
उपर्युक्त कथन/कथनो
सब सही अथवा सत्य
सत्यता के साथ वाद पत्र की अर्पणपत्र संकेत
दिनांक: 26/5/25

हस्ताक्षर
श्री किशन



दिल्ली DELHI

370614

MEMORANDUM OF UNDERSTANDING

This deed of MOU is executed at New Delhi on this the 19... day of January 2012 BY AND BETWEEN

(1) **M/s JAIPURIA INFRASTRUCTURE DEVELOPERS PVT LTD**, a company incorporated under the companies Act 1956 and having its registered office at S-25 Green Park Main Market, New Delhi-16, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(2) **M/s VIBHU DRINKS PVT LTD**, a company incorporated under the Indian Companies Act 1956 and having its registered office at F-4(A), MIDC Industrial Area Hingana, Nagpur, Maharashtra – 440016 .acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(3) **RISK FREE TRADERS PVT LTD**, a company incorporated under the companies Act 1956 and having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi-110006, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(4) **M/s SURYA VAIBHAV DEVELOPERS PVT LTD**, a company incorporated under the companies Act 1956 and having its registered office at S-25 Green Park Main Market, New Delhi-16, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

Signature for and on behalf of
19/01/12
Ishank

Signature for and on behalf of
19/01/12
Ishank Patwa



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(5) **M/s RUSHABH MARKETING PVT LTD.** a company incorporated under the companies Act 1956 and having its registered office at 14-B Raja Santosh road, KOLKATTA, West Bengal acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(6) **M/s JAIPURIA LEO SOFTWARE AND SYSTEMS PVT LTD.** a company incorporated under the companies Act 1956 and having its registered office at F-4(A), MIDC Industrial Area Hingana, Nagpur, Maharashtra – 440016, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(7) **M/s HYDERABAD BEVERAGES PVT LTD.** a company incorporated under the companies Act 1956 and having its registered office at G-4 and G-8, Ground Floor, Plot no. 4 Park View Colony, Srinidhi Residency, Hasmatpet, Beside Reliance Fresh Sinkadradab, Andhra Pradesh-500009 acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(8) **JAIPURIA ADVANCE TECHNOLOGIES PVT LTD.** a company incorporated under the companies Act 1956 and having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi-110006, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(9) **AIPURIA COSMETICS PVT LTD.** a company incorporated under the companies Act 1956 and having its registered office at S-25 Green Park Main Market, New Delhi-16, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents

Signature for on behalf of
1-02-12
hemk

Signature for on behalf of
1 to 17
Itesh Patwa

of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(10) BANKE BEHARI INFRASTRUCTURE DEVELOPERS PVT. LTD. a company incorporated under the companies Act 1956 and having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi-110006, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(11) STEEL CITY BEVERAGES PVT. LTD. a company incorporated under the companies Act 1956 and having its registered office at Adityapur Industrial Area, Kandra Road, Jamshedpur, Jharkhand-831109, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(12) NAGPUR FROZEN FOOD PRODUCTS PVT. LTD. a company incorporated under the companies Act 1956 and having its registered office at F-4(A), MIDC Industrial Area Hingana, Nagpur, Maharashtra – 440016, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(13) SREERAM DRINKS PVT. LTD. a company incorporated under the companies Act 1956 and having its registered office at Nimpur, Jagatpur, Cuttack, Orissa-754021, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(14) UNIVERSAL DRINKS PVT. LTD. a company incorporated under the companies Act 1956 and having its registered office at Somalwada, Wardha road, Nagpur, Maharashtra-440015, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(15) JAIPURIA DUROBUILD PVT. LTD. a company incorporated under the companies Act 1956 and having its registered office at S-25 Green Park Main Market, New Delhi-16, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(16) SMV REALTORS PVT. LTD. a company incorporated under the companies Act 1956 and having its registered office at S-25 Green Park Main Market, New Delhi-16, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(17) JAIPURIA TOWNPLANNERS PVT. LTD. a company incorporated under the companies Act 1956 and having its registered office at S-25 Green Park Main Market, New Delhi-16, acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi duly authorised to sign the present agreement vide resolution dated 06.01.2012.

*Signed for C.O. belay of
10 to 30
1989
Renuk*

And

*Signed for C.O. belay of
10 to 30
1989
Itesh Patwa*

(18) NITISHREE BUILDTech LTD, a company incorporated under the companies Act 1956 and having its registered office at 78-B,Sec-D-2,DDA Flats ,Group-II, Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96,acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(19) K.N. CONSULTANTS PVT LTD. a company incorporated under the Indian Companies Act 1956 and having its registered office at 517-A,Fifth Floor, Narain Manzil,23 Barakhamba Road, Cannaught Place , New Delhi-110001 acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(20) SHOURYA BUILDERS PVT LTD. a company incorporated under the companies Act 1956 and having its registered office at 78-B,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96,acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(21) NITISHREE INTERNATIONAL PVT LTD. a company incorporated under the companies Act 1956 and having its registered office at 78-B,sec-D-2, DDA Flats ,Group-II, Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96,acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(22) FUN 'N' FOOD PVT LTD. a company incorporated under the companies Act 1956 and having its registered office at 27-A,Metal Calf Street ,3rd Floor ,P.S.Bar Bazar ,Kolkata ,west Bengal -700013.acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(23) PRE STAR TRADING PVT LTD. a company incorporated under the companies Act 1956 and having its registered office at 78-B,Sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96,acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(24) SHOURYA BUILDCON PVT LTD. a company incorporated under the companies Act 1956 and having its registered office at 78-B,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli,Mayur Vihar Phase-III,Delhi-96,acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(25) SHOURYA INFRASTRUCTURE PVT LTD. a company incorporated under the companies Act 1956 and having its registered office at 78-B,sec-D-2,DDA Flats ,Group-II,Kondli-Gharoli, Mayur Vihar Phase-III,Delhi-96,acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C,sec-D-2,DDA Flats ,Group-

*Signed for sign on behalf of
1 to 17 5/13/12
Prem K*

*Signed for sign on behalf of Prem K
1 to 17 5/13/12
Jitesh Patwa*

II, Kondli-Gharoli, Mayur Vihar Phase-III, Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(26) SHOURYA PROMOTORS PVT LTD. a company incorporated under the companies Act 1956 and having its registered office at 78-B, Sec-D-2, DDA Flats ,Group-II, Kondli-Gharoli, Mayur Vihar Phase-III, Delhi-96, acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C, sec-D-2, DDA Flats ,Group-II, Kondli-Gharoli, Mayur Vihar Phase-III, Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(27) AURA INFRASTRUCTURE PVT. LTD. a company incorporated under the companies Act 1956 and having its registered office at 78-B, Sec-D-2, DDA Flats ,Group-II, Kondli-Gharoli, Mayur Vihar Phase-III, Delhi-96, acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C, sec-D-2, DDA Flats ,Group-II, Kondli-Gharoli, Mayur Vihar Phase-III, Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(28) NITISHREE INFRASTRUCTURE LTD a company incorporated under the Indian Companies act, 1956 and having its registered office at 78-B, sec D-2, DDA Flats, group-II, Kondli- Gharoli, Mayur Vihar Phase-III, Delhi- 96 acting through its Authorized Signatory Mr PREM KUMAR S/o Shri. KISHAN LAL R/o 78-C, sec-D-2, DDA Flats ,Group-II, Kondli-Gharoli, Mayur Vihar Phase-III, Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(29) ANS CONSTRUCTIONS P LTD, having its registered office at 144/2, ASHRAM, NEW DELHI-110014 acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C, sec-D-2, DDA Flats ,Group-II, Kondli-Gharoli, Mayur Vihar Phase-III, Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

(30) ANS APARTMENTS PVT LTD, having its registered office at 78-B, sec D-2, DDA Flats, group-II, Kondli- Gharoli, Mayur Vihar Phase-III, Delhi- 96 acting through its Authorized Signatory Mr PREM KUMAR S/o Shri KISHAN LAL R/o 78-C, sec-D-2, DDA Flats ,Group-II, Kondli-Gharoli, Mayur Vihar Phase-III, Delhi-96 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

AND

(31) M/s. SMV AGENCIES PVT. LTD. hereinafter after referred to as Lead members and/or Private Developers (PD) a company incorporated under the Indian Companies act, 1956 and having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi-110006. acting through its Authorized Signatory Sh. Itesh Patwa s/o Sh. S. C. Patwa, residents of S-25, Main Market, Green Park, New Delhi 110016 duly authorised to sign the present agreement vide resolution dated 06.01.2012.

WHEREAS all the parties signing this Agreement unconditionally declare to each other that they are duly authorized to sign, execute and perform this agreement and carry valid authority to enter upon this Agreement and has obtained all necessary and requisite approvals/sanctions/resolutions/consent etc. from their respective members / directors / shareholders as may be required under the relevant provisions of The Companies Act, 1956 and/or under their respective Memorandum and Articles of Association / rules / bye-laws etc. as the case may be.

*Sign for & on behalf of party 1-10-12-30
homk*

*Sign for & on behalf of party
1-10-12-31
Itesh Patwa*

WHEREAS the parties herein entered into diverse Consortium Agreements, the last dated 27.03.2010 and also Collaboration Agreement dated 12th September, 2007 (hereinafter referred to as "Earlier Agreements") for jointly developing Project at NH-24, Shahpur, Bamheta, hereinafter called the "**Township**" of which License is in the name of **M/s SMV AGENCIES PVT. LTD.** (Consortium) as per Development Agreement dated 13/02/2007 executed between GDA and **M/s SMV AGENCIES PVT. LTD.** (annexed here as Annexure 1)

WHEREAS parties **1 to 17**, are jointly referred to as "**JAIPURIA GROUP**", party of the first part and Parties **18 to 30** are jointly called the "**NITISHREE GROUP**" party of the second part and Party No. **31** i.e. **M/s SMV AGENCIES PVT. LTD.** is referred as lead member / private developer/ licensee.

AND WHEREAS, the present agreement is in continuance of the aforesaid Consortium Agreement dated 27.03.2010 and Collaboration Agreement dated 12th September, 2007.

AND WHEREAS, the Plan for the said Township was approved by GDA vide their Map No. 1106/ EHA /Layout Plan/29-11-2010 situated at NH-24, in the name of **M/s SMV AGENCIES PVT. LTD.** (Consortium), at Village Shahpur Bamheta, Tehsil & Distt. Ghaziabad for a total area of 113.077 hect. (279.415 acres). It is further stated that in view of aforesaid fact **M/s SMV AGENCIES PVT. LTD.** also entered into the Development agreement dated 13.02.2007 with the GDA for the purpose of overall development of integrated township and now it is imperative on the part of all the aforesaid members of consortium to join their hands together and extend mutual co-operation to each other so as to properly develop the integrated township as whole.

AND WHEREAS, the parties hereto have already purchased certain lands and are in the process of purchasing balance land as per approved map, falling in said integrated township and it is imperative that for the purpose of proper development and also to avoid confusion in mind of all the existing and prospective allottee in said integrated township all the constituent members of said integrated township shall properly identify and demarcate the area of integrated township so as to develop the entire township in proper and professional manner with the overall co-operation of each other hence this agreement does not constitute the sub-division of integrated township and areas are coloured and marked properly for proper development, to avoid accounting disputes between the consortium members and as well as sharing of expenses for overall development of integrated township and also to execute the sale deeds in due course without any dispute and hurdle in favor of all the existing and prospective allottee(s) in the project.

AND WHEREAS, the plan for said Township was approved by GDA vide their Map No. 1106/ EHA /Layout Plan/29-11-2010 (Hereinafter referred as Annexure 2) situated at NH-24, in the name of **M/s SMV AGENCIES PVT. LTD.** (Consortium), at Village Shahpur Bamheta, Tehsil & Distt. Ghaziabad, after sanction of aforesaid Map by the GDA the parties hereto to avoid any confusion on the area and for proper overall development of integrated township has hereto demarcated the respective zone A and B to be developed by respective group of companies with the active participation and co-operation of each other so as to execute the sale deeds in favor of the existing and prospective allottees of respective groups in due course.

AND WHEREAS, the parties hereto after going the approved map of GDA hereby mutually decided to earmark and define the **Zone A** as green colour falling under exclusive control of **NITISHREE GROUP** which consist of **Under institutional zone:- School No-1 Area - 13722 sqm, School No-3 Area - 8410 sqm, Under community facilities, Nursing home/ Health Centre - 1 Area - 3650 sqm, Under Nursing home/**

Signed for on behalf of
10/10/10
Per
Ravi

Signed for on behalf of
10/10/10
Per
Ravi Patra
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Health Centre – 2 Area - 4475 sqm, Under Community centre Area - 4857 sqm, Under residential zone, Plots/Schools/EWS/LIG/Commercial-10, Commercial-5 & Commercial-4 of pockets no. A, B, C, D, E, F, G (of block no. K & L) which is also earmarked as Green colour on **Annexure 3** which shall be integral part and parcel of agreement.

AND WHEREAS, the parties hereto after going the approved map of GDA hereby mutually decided to earmark and define the **Zone B** as red colour which consist of **Under institutional zone**, School No-2 Area - 10474 sqm, School No-4 Area - 3050 sqm **Under residential zone** Plots/Schools/EWS/LIG/Commercial of block no. A, B, C, D, E, F, G, H which is also earmarked as Red colour on **Annexure 3** which shall be integral part and parcel of agreement.

AND WHEREAS the copy of map approved by GDA along with its letter bearing No 639/m.p./2010 dated 30.11.2010 is annexed with this agreement as **Annexure 2** which shall be considered as integral part and parcel of present agreement. The map showing the **Zone A** earmarked to **NITISHREE GROUP** coloured in **GREEN** colour and **Zone B** earmarked to **JAIPURIA GROUP** coloured in **RED** colour is annexed with this agreement as **Annexure-3. (hereinafter referred to as Working Map).**

AND WHEREAS, now it is imperative between the parties to clearly demarcate and identify the area on which the respective parties shall have development rights only so as to avoid any confusion between the parties and entire development work at integrated township can be carried out without any confusion, disputes and differences between the parties and also to provide clarity in the mind of the existing and prospective allottee in the project.

And Whereas apart from above **NITISHREE GROUP** and **JAIPURIA GROUP** is also liable to pay the Lead member, their proportionate share towards expenses incurred or to be incurred in developing the said Township.

And whereas **M/s SMV AGENCIES PVT. LTD.** has already incurred huge amount on such development; and **NITISHREE GROUP** owes its proportionate share payable to **M/s SMV AGENCIES PVT. LTD.** and where as in order to exclusively develop, control, sell, transfer, and manage their Zones and free movement in their respective zones and also for smooth development of Project, the parties have agreed to enter into the present MOU on the following terms and conditions:-

NOW THEREFORE THIS MOU witnesses as under:-

1. a) That the parties agree, confirm and represent that in Zone "A" the total land is 42.40388 hect. (104.78 Acres) as shown in Annexure 3 (Hereinafter referred to as Zone A land).
- b) That out of the said Zone A land NITISHREE GROUP is owner of 11.621 hect. (28.715 acre) land as shown in Annexure 4 (Hereinafter called as Zone A owned land).
- c) That further in the said Zone A land, land measuring 10.0775 hect. (24.9015 acres) of land belong to JAIPURIA GROUP as shown in Annexure 5 (Hereinafter called as 'JAIPURIA GROUP land').
- d) That land admeasuring 8.9458 hect. (22.1052 acres) out of the aforesaid JAIPURIA GROUP land as shown in Annexure 6 (Hereinafter called as 'Zone A Exchanged Land').

*Signed for & on behalf of party
10/12/20
Ravi K*

*Signed for & on behalf of party
10/12/20
Jitesh Patwa*

- e) That land measuring 1.1316 hect. (2.796 acres) out of the JAIPURIA GROUP land more particularly shown in Annexure 7 is retained by JAIPURIA GROUP until settlement of dues and expenses. (Hereinafter referred to as 'Zone A unexchanged land').
- f) That the balance land measuring 19.6904 hect. (48.655 acres) falling in Zone A is yet to be purchased and acquired by NITISHREE GROUP (more particularly shown in Annexure 8) (Hereinafter called 'Zone A Unpurchased land')
- g) That in Zone "B" the total land is 70.6738 hect. (174.635 Acres) as shown in Annexure 3 (Hereinafter referred to as Zone B land).
- h) That out of the said Zone B land JAIPURIA GROUP is owner of 36.191 hect. (89.3090 acre) land as shown in Annexure 9 (Hereinafter called as Zone B owned land)
- i) That further in the said Zone B land, land measuring 11.0926 hect. (27.41 acres) + 0.1390 hect. (0.3435 acres) of land belong to NITISHREE GROUP as shown in Annexure 10 (Hereinafter called as 'Zone B Exchange land')
- j) That the balance land measuring 23.4382 hect. (57.916 acres) falling in Zone B is yet to be purchased and acquired by JAIPURIA GROUP (more particularly shown in Annexure 11) (Hereinafter called 'Zone B Unpurchased land')

2. That both the groups admit and acknowledge that the following approvals, clearances and permissions are still required for the development of Integrated Township and necessary expenses are required to be incurred:

- a. Electricity load sanction and execution. (shares based on load requirement)
- b. Central Ground water authority approval.
- c. NHAI
- d. GAIL Approval.
- e. Extension of license permission.
- f. Village Development.
- g. Dumping Yard Development.

That all such approvals etc. shall be procured/ issued in the name of **M/s SMV AGENCIES PVT. LTD.** and the financial liabilities is also upon **M/s SMV AGENCIES PVT. LTD.** As per the collaboration Agreement, each group is liable to pay its proportionate share of expenses as under:

NITISHREE GROUP 37.5%
JAIPURIA GROUP 62.5%

NITISHREE GROUP and **JAIPURIA GROUP** undertakes to pay their respective share to **M/s SMV AGENCIES PVT. LTD.** within 30 days of demand, failing which the same shall carry interest @2% p.m. till the payment is made. However, to secure the repayment of **M/s SMV AGENCIES PVT. LTD.**'s dues, Approx. 2.122 hect. (5.2439 acres) land is kept as security with **M/s SMV AGENCIES PVT. LTD.** details of which is given below:-

- (a) 1.1315 hect. (2.796 acres) land belonging to **JAIPURIA GROUP** not being exchanged with **NITISHREE GROUP** (unexchanged land as shown in Annexure 7)
- (b) 1.0139 hect. (2.5054 acres) land belonging to **NITISHREE GROUP** which has been exchanged with **JAIPURIA GROUP** without any land parcel in return as per Annexure 15.

Signature for on behalf of
 party 12/10/20
 hemk

Signature for on behalf of party
 11/10/17
 Jitesh Patra

- 3) In case, **NITISHREE GROUP** fails to clear all the dues towards further expenses to be incurred by **M/s SMV AGENCIES PVT. LTD.** on account of and as per Clause 2 above maximum within 6 months of the date of this MOU, the land mentioned in Clause 2 (a) shall remain absolute property of **JAIPURIA GROUP** & land mentioned in Clause 2 (b) above shall be assumed to be given by **NITISHREE GROUP** to **JAIPURIA GROUP** and **NITISHREE GROUP** undertakes to complete all legal formalities in this respect and give necessary documents in favour of **JAIPURIA GROUP** accordingly.

However if **NITISHREE GROUP** pays all the dues as mentioned above within six months from the date of this MOU, then land mentioned in Clause 2 (a) shall be exchanged with **NITISHREE GROUP** with all legal formalities and resolutions will be given in favour of **NITISHREE GROUP** and the land mentioned in Clause 2 (b) **JAIPURIA GROUP** will procure at its costs 1.0139 hect. (2.5054 acres) land to **NITISHREE GROUP** in zone A.

- 4) That, land admeasuring 11.0926 hect. (27.41 acres) (Zone B Exchange Land as per Annexure 10) and 0.1390 hect. (0.3435 acres) (Outside DPR) falling in concerned zone is procured or owned or controlled by the **NITISHREE GROUP** and/or its associated companies in Zone B, such companies of **NITISHREE GROUP** shall execute all such documents in favour of **JAIPURIA GROUP**, including irrevocable attorneys and/or board resolutions, indemnities, affidavits, agreements etc, thereby granting the exclusive rights of construction, development, obtaining map approval, sanctions etc, execution of sale deeds to the **JAIPURIA GROUP** for lands situated in ZONE B, thus all developmental and selling rights in respect of such land falling in such zone shall be governed by the **JAIPURIA GROUP** in Zone B. Similarly land admeasuring 8.9458 hect. (22.1052 acres) (Zone A Exchange Land as per Annexure 6) is procured or owned or controlled by the **JAIPURIA GROUP** and/or its associated companies in Zone A, such companies of **JAIPURIA GROUP** shall execute all such documents in favour of **NITISHREE GROUP**, including irrevocable attorneys and/or board resolutions, indemnities, affidavits, agreements etc, thereby granting the exclusive rights of construction, development, obtaining map approval, sanctions etc, execution of sale deeds to **NITISHREE GROUP** and, for lands situated in ZONE A, thus all the developmental and selling rights in respect of such zone area shall be governed by the **NITISHREE GROUP** in Zone A so as to assure overall development of integrated township.
- 5) The respective GROUP undertakes not to create any further lien, mortgage, charge or any other third party interests in respect of land owned by each other in zone A and Zone B as the case may be. It is the responsibility of both the group to take NOC from the Bank for the lands mortgaged with Bank etc as may be falling in each other area before registration of exchange deeds if any required to be executed or agreed to be executed between the parties. The registration of such Exchange Deeds as and when required is subject to NOC from the Bank. Each group shall also permit the other group to verify from its records that no lien, mortgage, charge or any third party interest has been created against the land and /or assets owned by each group and if necessary and so desired by the, **NITISHREE GROUP** and **JAIPURIA GROUP** shall also provide to each other, the copies of such supporting documents as are necessary.
- 6) That, each group shall keep the other GROUP fully indemnified and harmless against any loss or liability, cost or claim, proceedings that may arise against the respective group on the project land by reason of any failure on the part of the concerned group to discharge its obligations to the allottee/proposed allottees /flat buyers/plot buyers/ GDA/ any other concerned authority. Further each group undertake to keep the other group indemnified against any losses or liabilities or claims or actions or proceedings against the concerned group on account of any acts or omissions or commissions or violations or breach of any of the terms of the agreements entered into with the allottees/flat buyers/plot buyers.

Signature for & on behalf of
10/17/10/10/30
Hemant

Signature for & on behalf of party
10/17/10/10/30
Jitesh Patra
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- 7) The Parties shall at all times:-
- a. Co-operate in good faith and execute such documents and take such action as may be reasonably required to give full effect to the provisions and intent of this MOU; and
 - b. Promptly notify the other Party and the Company of all matters coming to its notice which may affect the title to or enjoyment of the project land, and all significant, orders and demands, and other communications received from any government or quasi government authority in relation to the licenses and approval granted to license holder company.
 - c. That both groups undertake to each other that they have clearly and fully understood the meaning of the present MOU and has rightly identified the project land, and there is no confusion or wrong impression regarding the same.
- 8) The parties, simultaneously with the execution of this MOU, have entered into a Supplementary Collaboration Agreement, where the parties have defined their rights and obligations towards development of integrated townships, development of land falling to the zone of the other party and the parties agree and undertake to abide by the terms of the said Supplementary Collaboration Agreement.
- 9) That **M/s SMV AGENCIES PVT. LTD.** being lead member of consortium and licensee under the Development Agreement dated 13.02.2007, has furnished various undertakings, guarantees, indemnities etc. to GDA. **NITISHREE GROUP** agrees and undertakes to abide by the terms of Development agreement dt. 13.02.2007 applicable for the development of township and shall execute and furnish back to back undertaking in favour of **M/s SMV AGENCIES PVT. LTD.** simultaneously with the execution of MOU and agrees to save, indemnify and keep **M/s SMV AGENCIES PVT. LTD.** harmless from any or all actions, liabilities etc. (Copy of the same is annexed as Annexure 12).
- 10) It is agreed between the parties that until the entire project is complete and handed over to the prospective buyers, none of the parties (consortium member) shall
- a) change its shareholding pattern except within family members of Shri Anil Jain and Sh. S.K. Jaipuria.
 - b) transfer or create any further lien on its rights in the land owned by it
 - c) appoint or constitute any nominee whereby the rights in the present Agreement and Earlier Agreements are deemed transferred.
- 11) That the parties hereto indemnify each other on account of loss caused to either party if the exchanged land or reconciled exchanged land is lost permanently on account of land being SC Land, LMC Land or on account of dispute of any other third party, un-mutated land, land which exceeds the ceiling limit, Attachment of land on account of any action of the government.
- 12) That the groups shall submit immediately all the requisite paper and documents for acquisition of unpurchased land with appropriate authority and shall ensure that the same is cleared at least upto Sec- 6 of The Land Acquisition Act, to enable **M/s SMV AGENCIES PVT. LTD.** to seek extension of time of the license which is expiring in February 2012.
- 13) That **M/s SMV AGENCIES PVT. LTD.** being lead member of the consortium has already spent a huge sum towards the development of township. **NITISHREE GROUP** is liable to

*Signature for 8' on behalf of
पं. १०११ १०:३३
hemik*

*Signature for 8' on behalf of
पं. १०११ १०:३३
Jesh Patra*

pay a sum of Rs 40 lakhs to **M/s SMV AGENCIES PVT. LTD.** towards its share. **NITISHREE GROUP** shall pay the same to **M/s SMV AGENCIES PVT. LTD.** simultaneously with the execution and signing of this MOU. The parties agree that the said expenses incurred by **M/s SMV AGENCIES PVT. LTD.** are correct as per their respective books and shall not be challenged or questioned in future.

14) It is agreed that Consortium member/ each group shall execute further documents in favour of **M/s SMV AGENCIES PVT. LTD.**, as required under the terms of Consortium Agreement dated 27.03.2010 and Collaboration Agreement dated 12.09.2010, simultaneously with or prior to the execution of the Agreement including GPA in favour of **M/s SMV AGENCIES PVT. LTD.**

15) The **NITISHREE GROUP** agrees to transfer by way of exchange and relinquish their rights in favour of Jaipuria Group, an area admeasuring 11.0926 hect. (27.41 ACRES)+ 1.0139 hect. (0.3435 acres) (outside DPR) (APPROX.) as mentioned in ANNEXURE-10, in exchange of area admeasuring 8.9458 hect. (22.1052 Acres) (approx.) owned by Jaipuria Group as mentioned in ANNEXURE-6 (except area of 1.1315 hect. (2.796 ACRES) mentioned in Annexure 7), by way of appropriate documents including exchange deeds to be entered between the parties hereto. That by virtue of aforesaid documents and Exchange Deed the Jaipuria Group at this stage is in excess of approx 2.2858 hect. (5.6483 ACRES) APPROX of land. It is agreed between the parties that out of aforesaid excess 2.2858 hect. (5.6483 ACRES) APPROX the Jaipuria Group is holding back the land of 1.1315 hect (2.796 ACRES) APPROX as per details whereof are provided under ANNEXURE-7 which shall be dealt as per CLAUSE NO 3 of present MoU. The balance excess area of 1.1543 hect (2.8523 ACRES) will be dealt as per CLAUSE NO 3.

16) That it is understood and agreed between the parties that said exchange deeds and present MOU is being executed on knowledge between the parties that the area calculation is based on arithmetic figures which is subject to clearance to third party interest, SC/ST Land, LMC Land, land ceiling limitations or any other dispute whatsoever, thus the final area with legal and valid title and which will be found free from all sorts of encumbrances, charges or liens shall be worked out on the expiry of six months of the date of present MOU. Thus in case of variation in calculation, the said such reconciled area of same land use shall be purchased by one group in the area falling into the other group within 6 months of calculation of final area thereon, so as to compensate the Group on account of such excess area going in favor of other Group. Any deficiency in title or other shortcoming in the respective lands shall be cleared by respective parties at its costs, preferably within 90 days.

17) It is an established and agreed fact that all the parties are intending to develop connecting road from NH 24 along or parallel to 45 METRE WIDE MASTER PLAN ROAD which is the best connectivity for this township. Both the parties shall try to achieve this road first. Following are the terms & conditions agreed between the parties to fund the purchase and development of the road.

(A) A new company shall be formed to buy and development of this road and following shall be the share of each party in this.

Jaipuria Group -	37.5%
NitiShree Group -	25%
Samaag group (third party)	37.5%

This share is pertaining to the length from the first check road to khasra no 1317 (as attached in annexure 13A)

Signed for sion behalf of party
10 To 30
P. Hemk

Signed for sion behalf of party
1 to 10 To 30
Jitesh Patra

However if any land owned any of the above party falls in the land in the agreed layout by the majority of the parties .Then that land shall be calculated as its investment in the share mentioned above at the rate of Rs 7000/- per yard multiplied by the land area.

- (B) For the land between check road no 1 and NH 24 both the parties shall invest equal as mentioned below

Jaipuria Group	33%
NitiShree Group	33%
Samaag Group	33%

All the parties shall equal rights on this entire stretch of this road.

If this road is developed then the terms & conditions mentioned r between the parties shall prevail and binding to both the parties. These conditions shall supersede all the conditions mentioned in clause17 & 18 in all cases. In this case all the parties shall have to follow conditions agreed for the development of this road instead of conditions mentioned in clause 18 & 19.

- 18) That the parties understand and agree that free and unrestricted movement from NH-24 to their respective zones in the Township is pertinent for development of project although it is not possible to have lateral straight road on project site. It is hereby agreed that at the first instance the **NITISHREE GROUP**, at its costs, within **120** days from execution of SPA, undertakes and agrees to clear all hurdles which are falling in area marked as B TO C (check road 1 to the entry point of jaipuria group land at the intersection line between zone A and B along 24 meter wide road)AND ALSO COLOURED AS **GREEN COLOUR AREA** on Annexure 13, so as to provide free four-wheeler vehicular movement (minimum road width equivalent to 9 to 12 mtrs) Such access will be provided by the road on project site. It is hereby agreed that at the first instance the **NITISHREE GROUP** either by buying or by way of entering upon suitable arrangements with such land owners occupying land in GREEN COLOURED AREA on Annexure 13. However, it is clarified between the parties that it is not obligatory on the **NITISHREE GROUP** to purchase access land and same can be assured by way of entering upon any other arrangement as may be deem fit by the **NITISHREE GROUP** to the satisfaction of Jaipuria Group.

- 19) It is further agreed between the parties that Jaipuria Group within the **30** days from the date of gaining the access to LAND MARKED AS B to C AND COLOURED GREEN COLOURED AREA (NH 24 to check road 1)on Annexure 13 by the **NITISHREE GROUP**, Jaipuria Group shall at its costs, be under obligation to clear all hurdles so as to provide free vehicular movement (minimum road width equivalent to 9 to 12 mtrs) on Area marked as A to B and C to D, AND COLOURED AS **YELLOW COLOUR AREA** on Annexure 13, so as to provide uninterrupted four wheeler movement to **NITISHREE GROUP** by way of entering upon suitable arrangements with such land owners occupying land in **YELLOW COLOUR AREA** on Annexure 13. It is the responsibility of both the parties that the connectivity arranged by them is reasonably straight and shall be made available without any interruption at least up to completion and handing over of the project to concerned parties/ authorities or the master plan road is constructed.

That the parties assures and agree to provide free and unrestricted vehicular movement from their respective Zones. Although it may not be possible to provide lateral straight entry to the project site , a road of minimum width 9m has to be ensured . Both the parties agrees that they will not stop or hinder in the free movement through their respective zone to each other .

Signed for on behalf of party
B 630 Remic

Signed for on behalf of party
1 to 17 E 131
Jitesh Patra

- 20) Both the parties shall furnish and comply with the directions, orders, notifications issued or applicable with respect to EWS policy of the integrated township and parties shall submit the respective share for EWS/ LIG flats requirement, immediately without any default, and it will be a condition precedent to exercise right to execute sale deeds.
- 21) Though **M/s SMV AGENCIES PVT. LTD.** is duly authorized to sell the developed plots pursuant to Consortium Agreement, Collaboration Agreement and GPA(s), yet to facilitate the registration of Sale Documents in respect of developed plots of Zone-A, (which belong to **NITISHREE GROUP**). **M/s SMV AGENCIES PVT. LTD.** shall execute and register a Special Power of Attorney in favour of M/s Nitishree Infrastructure Ltd., authorizing M/s. M/s Nitishree Infrastructure Ltd. to sell the developed plots with respect to owned land in Zone-A and exchange land in zone-A, total measuring 50.8202 acres. **NITISHREE GROUP** is entitled to purchase further lands (unpurchased land(s) of zone A being part of approved township); develop it and sell the same by way of developed plots. For facilitating the registration of Sale Documents in respect of such further land, **M/s SMV AGENCIES PVT. LTD.** undertakes to issue, execute further special power of attorney (s) in favour of M/s Nitishree Infrastructure Ltd. within 15 days of receipt of written request from M/s. Nitishree Infrastructure Ltd. in respect of developed plots comprising lands (being part of approved township) purchased by Groups Companies of **NITISHREE GROUP** provided (1) that the said written request is duly accompanied by documents evidencing legal and lawful title of the Group Companies in respect of the said land(s) and (2) registered G.P.A as required in clause 22 below is executed by the owner companies of **NITISHREE GROUP** in favour of **M/s SMV AGENCIES PVT. LTD.** for such further land(s).

It is further agreed that all fees, costs, expenses and charges etc. etc. required for the execution and registration of further Special Power of Attorney shall be borne and paid by M/s Nitishree Infrastructure Ltd. only (owner company of **NITISHREE GROUP**).

- 22) It is agreed that for the purpose of execution of further Special Power of Attorney, in terms of clause 21 above, **NITISHREE GROUP** company owning the further land(s) shall execute and get registered GPA(s) in favour of **M/s SMV AGENCIES PVT. LTD.** as per draft annexed hereto as Annexure 14. This term is a condition precedent for execution of the SPA by **M/s SMV AGENCIES PVT. LTD.** as per clause 20 above.

That such SPA shall be for a minimum of 5 (five) acres of such further land(s).

- 23) M/s. SMV Agencies Pvt. Ltd and/or Jaipuria group hereby unconditionally assure Nitishree Group that after execution of GPA by Nitishree Group in favour of M/s. SMV Agencies (P) Ltd, M/s. SMV Agencies Pvt. Ltd and/or Jaipuria group shall not sell, land admeasuring 11.621 hect. (28.715 acre) land as shown in Annexure 4 (Hereinafter called as Zone A owned land) and land admeasuring 8.9458 hect. (22.1052 acres) as shown in Annexure 6 (Hereinafter called as 'Zone A Exchanged Land') total measuring 50.8202 acres. SMV Agencies P Ltd has agreed to give the undertaking in favour of Nitishree Infrastructure Ltd in this regard, the draft whereof is annexed as **Annexure 15** to this agreement.
- 24) That none of the party shall interfere, restrict or create any hindrance in the smooth development of respective land in their respective zones and shall not make any complaint with any authority/ Bank/ Board etc. etc. and shall withdraw within 3 days hereof, under intimation to the other, if any. Needless to say upon execution of this Agreement, all such complaints etc. filed or pending by any Group shall be deemed to have been withdrawn.
- 25) Each party unconditionally undertakes, agrees and represents that they shall abide by and strictly comply with all the conditions, directions, guidelines, laws, bye-laws, notifications,

Signature for execution of party
18/10/30 *Ravik*

Signature for execution of party
18/10/30 *Jitesh Patwa*

government order(s), norms, rules, policy(s), regulations, terms and conditions as laid down and/or imposed by GDA or any other statutory authority(s), either with lay out map approval, Development Agreement or as may be imposed or announced at any further date(s), applicable in the policy of Integrated Township in U.P.

- 26) Notwithstanding anything contained hereinabove, any development on Zone A unexchanged land shall be to the entire risk, costs and expenses of **NITISHREE GROUP**.
- 27) That the resolutions for proper development and also for execution of sale deeds in respect of Zone A owned land and Zone A exchanged land will be given by the parties hereto in favour of Nitishree Infrastructure Ltd for ZONE A and in favour of **M/s SMV AGENCIES PVT. LTD.** for ZONE B at the time of registration of the SPA in favour of each other so as to develop the respective zone and also to get the sale deed executed in favour of the buyer of the plots in those lands as per GDA norms. It is further agreed between the parties that resolution so given in pursuance of present MOU shall not be liable to be revoked, annulled, modified or changed in any manner whatsoever by either parties and it shall be mandatory for both parties to obtain the "prior specific written approval" of other party before proposing the agenda for bringing any proposed resolution which is having direct or indirect affect of changing, revoking, annulling or altering the contents, effect or operation of first resolution passed pursuant to present MoU. In the manner aforesaid any unilateral change, revocation, annulment or any material alteration in the resolution of either party shall always be null and void for all material purposes. That all such resolutions are given by one party to the other party based on the assurances and undertakings that the parties will strictly abide by all the terms and conditions of this MOU and Supplementary Collaboration Agreement.
- 28) Any dispute, controversy or claim arising out of or relating to or in connection with this MOU, or the breach, termination or validity hereof shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as in force (the "Arbitration Act") by reference to a sole arbitrator, appointed with mutual consent of parties. The venue of the said Arbitration shall be Delhi only.
- 29) All the terms and the condition of earlier agreements entered between the parties shall remain valid, binding and enforceable.

IN WITNESS WHEREOF the Parties have signed on the day, month and year first herein above written.

For JAIPURIA INFRASTRUCTURE DEVELOPERS PVT. LTD.

(1) **M/s JAIPURIA INFRASTRUCTURE DEVELOPERS PVT. LTD.**

Itesh Patwa
Authorised Signatory

(2) **M/s VIBHU DRINKS PVT. LTD.**

Itesh Patwa
For Risk Free Traders Pvt Ltd

(3) **RISK FREE TRADERS PVT. LTD.**

Itesh Patwa
For SURYA VAIBHAV DEVELOPERS PVT LTD.
(4) **M/s SURYA VAIBHAV DEVELOPERS PVT. LTD.**

Itesh Patwa
Director Auth. Signatory

For Rushabh Marketing Pvt. Ltd.

(5) M/s RUSHABH MARKETING PVT. LTD.

For Jaipuria Leo Software Pvt. Ltd.

(6) M/s JAIPURIA LEO SOFTWARE AND SYSTEMS PVT. LTD.

For Hyderabad Beverages Pvt. Ltd.

(7) M/s HYDERABAD BEVERAGES PVT. LTD.

For Jaipuria Leo Software Pvt. Ltd.

(8) JAIPURIA ADVANCE TECHNOLOGIES PVT. LTD.

For Jaipuria Cosmetics Pvt. Ltd.

(9) JAIPURIA COSMETICS PVT. LTD.

For Bankey Bihar Infrastructure Developers Pvt. Ltd.

(10) BANKEY BIHARI INFRASTRUCTURE DEVELOPERS PVT. LTD.

For Steel City Beverages Pvt. Ltd.

(11) STEEL CITY BEVERAGES PVT. LTD.

For Nagpur Frozen Food Products Pvt. Ltd.

(12) NAGPUR FROZEN FOOD PRODUCTS PVT. LTD.

For Sreeram Drinks Pvt. Ltd.

(13) SREERAM DRINKS PVT. LTD.

For Universal Drinks Pvt. Ltd.

(14) UNIVERSAL DRINKS PVT. LTD.

For Jaipuria Durobuild Pvt. Ltd.

(15) JAIPURIA DUROBUILD PVT. LTD.

For SMV Realtors Pvt. Ltd.

(16) SMV REALTORS PVT. LTD.

For Jaipuria Town Planners (P) Ltd.

(17) JAIPURIA TOWNPLANNERS PVT. LTD.

For Jaipuria Town Planners (P) Ltd.

(18) NITISHREE BUILDTECH LTD

Remik

(19) K.N. CONSULTANTS PVT LTD

Remik

(20) SHOURYA BUILDERS PVT LTD

Remik

(21) NITISHREE INTERNATIONAL PVT LTD

Remik

(22) FUN 'N' FOOD PVT LTD

Remik

(23) PRE STAR TRADING PVT LTD

Remik

(24) SHOURYA BUILDCON PVT LTD

Remik

(25) SHOURYA INFRASTRUCTURE PVT LTD

Remik

(26) SHOURYA PROMOTORS PVT LTD

Remik

(27) PURA INFRASTRUCTURE PVT. LTD.

Remik

(28) NITISHREE INFRASTRUCTURE LTD

Remik

(29) ANS CONSTRUCTIONS PVT LTD

Remik

Authorised Signatory

Q
Itesh Patwa



गाजियाबाद विकास प्राधिकरण

गाजियाबाद।

उड फ़ी० -142/ विधेयक 30/06

दिनांक 29/5/2006

सेवा में,

मै० एस०एम०वी० एजेन्सीज प्रा०लि० (कन्सोर्सियम),
8सी, हिमालय बिल्डिंग,
15, बाराखम्भा रोड,
नई दिल्ली-01

विषय: इन्टीग्रेटेड हाऊसिंग स्कीम के अन्तर्गत लाईसेंस हेतु प्रस्तुत आवेदन के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक निजी पूंजी निवेश के माध्यम से आवासीय योजनाओं के लिए भू-अर्जन एवं विकास की नीति के अधीन लाईसेंस आधारित प्रणाली के अन्तर्गत लाईसेंस हेतु प्रस्तुत आवेदन का संदर्भ ग्रहण करने का कष्ट करें। आपके द्वारा प्रस्तुत उपरोक्त आवेदन को प्राधिकरण बोर्ड द्वारा इस शर्त के साथ लाईसेंस प्रदान किये जाने की स्वीकृति दी गयी है कि कन्सोर्सियम की कोई भी सहभागी कम्पनी गाजियाबाद विकास प्राधिकरण या अन्य किसी नगर में किसी अन्य कन्सोर्सियम की सदस्य नहीं है। यदि उक्त शर्त का उल्लंघन प्राधिकरण के संज्ञान में आता है तो जारी लाईसेंस को निरस्त माना जायेगा। इसके अतिरिक्त यदि किसी कन्सोर्सियम द्वारा गाजियाबाद के अतिरिक्त अन्य किसी नगर में पंजीकरण अथवा लाईसेंस हेतु आवेदन किया जाता है तो शासनादेश संख्या 2236/आठ-1-06-45/विविध/06 दिनांक 28.04.06 में निहित प्राविधानों के अनुसार एवं कन्सोर्सियम का टर्न ओवर सरपलस होने तथा पंजीकरण हेतु अन्य अर्हताओं के पूर्ण होने पर ही विचार किया जायेगा।

उपरोक्तानुसार लाईसेंस इस पत्र के साथ संलग्न कर प्रेषित किया जा रहा है। यह लाईसेंस शासनादेश संख्या 2711/आठ-1-05-34/विविध/2003 दिनांक 21.5.2005, 2873/आठ -1-05-34/विविध/2003 /TC-1 दिनांक 29.12.2005 एवं 2236/ आठ -1-06-45/ विविध/2006 दिनांक 28.4.2006 में निहित प्राविधानों एवं इन्टीग्रेटेड हाऊसिंग स्कीम के नियम एवं शर्तों तथा इनमें शासनादेश संख्या 2236/ आठ -1-06-45/ विविध/2006 दिनांक 28.4.2006 के अनुसार किये गये संशोधनों पर प्राप्त सहमति के क्रम में जारी किया जा रहा है।

 (b) Original
+ Govt. Seal

सचिव

गाजियाबाद विकास प्राधिकरण,

गाजियाबाद



गाजियाबाद विकास प्राधिकरण

गाजियाबाद

Ref...792...नियोजन अनुभाग/06

Dated...15-9-2006

सेवा में,

में एस.एम.वी.एजेन्सीज प्रा०लि०,
1862, महालक्ष्मी मार्केट,
भगीरथ प्लेस, चांदनी चौक, दिल्ली-6

विषय: निजी पूँजी निवेश के माध्यम से इन्टीग्रेटेड हाऊसिंग स्कीम के अन्तर्गत निजी
निर्माताओं की डी.पी.आर. के अनुमोदन के सम्बन्ध में।

महोदय,

उपरोक्त विषयक अवगत कराना है कि निजी पूँजी निवेश के माध्यम से आवासीय योजनाओं हेतु इन्टीग्रेटेड टाउनशिप नीति के अधीन, इन्टीग्रेटेड टाउनशिप की डी.पी.आर. के अनुमोदन के सम्बन्ध में शासनादेश संख्या 6168/आठ-1-2006-53 विविध, दिनांक 22.08.2006 द्वारा गठित समिति की लखनऊ में आहूत बैठक दिनांक 07.09.2006 में निजी निर्माताओं द्वारा अपनी-अपनी डी.पी.आर. का प्रस्तुतीकरण किया गया था प्रस्तुत डी.पी.आर. पर समिति द्वारा कतिपय अभ्युक्तियों के साथ सैद्धान्तिक अनुमोदन प्रदान किये जाने की संस्तुति की गई। प्रकरण प्राधिकरण बोर्ड बैठक दिनांक 13.09.2006 में विचारार्थ रखा गया था। प्राधिकरण बोर्ड एवं तकनीकी समिति द्वारा निम्न ओबजरवेशन दिये गये हैं :-

- 1- कन्सोर्सियम द्वारा 300 एकड़ भूमि के विकास हेतु डी०पी०आर० प्रस्तुत की गई है। शासनादेश संख्या 2236/8-1-06-45 विविध/06 दिनांक 28.06.2006 में निहित व्यवस्थानुसार 60 प्रतिशत (180 एकड़) एकड़ भूमि के सेल डीड के सम्बन्ध में विकास प्राधिकरण द्वारा पुष्टि कर ली जाये।
- 2- प्रस्तावित टाउनशिप 49.130 की स्थायी जनसंख्या हेतु नियोजित किया गया है जिसके आधार पर टाउनशिप का जनसंख्या घनत्व 405 व्यक्ति/हेक्टेयर आंकलित होता है जो

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महायोजना के प्राविधानों (325 व्यक्ति प्रति हेक्टेयर तक) से अधिक है। अतः योजना की 'ग्रास डेन्सिटी' महायोजना में निर्धारित घनत्व के अन्तर्गत रखी जानी चाहिये।

- 3- ले-आउट प्लान के अन्तर्गत लैण्ड यूज एनालिसिस दर्शाया जाए, जिसमें विभिन्न उपयोगों यथा आवासीय, व्यवसायिक, सामुदायिक सुविधाएं, सड़कें, पार्क एवं खुले क्षेत्र/ग्रीन बेल्ट, आदि का क्षेत्रफल एवं प्रतिशत मानकों के अनुसार दर्शाया गया हो।
- 4- ले-आउट प्लान तथा अवस्थापना सुविधाओं से सम्बन्धित मानचित्र 1:2500 पैमाने पर दर्शाए गए हैं जो प्रचलित बाइलॉज के अनुसार 1:1000 के पैमाने पर प्रस्तुत किए जाने चाहिए।
- 5- ले-आउट प्लान में प्रस्तावित भूखण्डों के सैट-बैक लाइनें दर्शायी जानी चाहिए।
- 6- ले-आउट में ऐसे माग, जिनके दोनों ओर भूखण्ड/भवन प्रस्तावित है, मार्ग की चौड़ाई न्यूनतम 9 मीटर होनी चाहिए।
- 7- जोन-2 तथा जोन-3 में गैस पाइप लाइन दर्शायी गई है, जिसके लिये कन्सॉर्शियम को गेल (GAIL) से अनापत्ति प्रमाण पत्र प्राप्त करना होगा।
- 8- ले-आउट प्लान के प्रत्येक ब्लॉक की स्पष्ट लम्बाई दर्शायी जानी चाहिए।
- 9- प्रस्तावित ले-आउट प्लान में 7.5 मीटर तथा 9 मीटर चौड़े मार्गों को योजना के बाहर अन्य क्षेत्रों हेतु 'एप्रोच रोड' के रूप में प्रस्तावित न किया जाए। ले-आउट प्लान के अन्तर्गत ऐसे स्थलों पर 'डेड-एण्ड-स्ट्रीट' के मानकों के अनुसार आवश्यक संशोधन किए जाएं।
- 10- सालिड वेस्ट मैनेजमेन्ट के एकीकरण हेतु ले-आउट प्लान के अन्तर्गत स्थल आरक्षित किया जाना चाहिए एवं उसके अन्तिम निस्तारण के सम्बन्ध में प्रस्ताव दिया जाना चाहिए। ड्रेनेज प्लान में प्रस्तावित मुख्य ड्रेन के ढाल की दिशा दर्शायी जाए तथा अन्तिम निस्तारण बिन्दु को भी दर्शाया जाए।

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- 11- शासनादेश संख्या : यू0ओ0-35/आठ-1-2006 दिनों 25.04.2006 के अनुसार भूजल की सामूहिक रिचार्जिंग हेतु रेनवाटर हार्वेस्टिंग सिस्टम का पृथक नेटवर्क दर्शाया जाना चाहिए तथा वर्षा जल संचयन के अन्तर्गत न्यूनतम 5 प्रतिशत क्षेत्रफल वाटर बाडीज़ हेतु आरक्षित किया जाना अनिवार्य है। रेन वाटर हार्वेस्टिंग हेतु प्रस्तावित स्ट्रक्चर्स की प्रश्नगत क्षेत्र की हाइड्रोज्यॉलाजी के आधार पर उपयुक्तता के सम्बन्ध में सेन्ट्रल ग्राउण्ड वाटर बोर्ड अथवा उत्तर प्रदेश भूजल विभाग से अनापत्ति प्रमाण-पत्र लिया जाना चाहिये।
- 12- गाजियाबाद क्षेत्र 'सीजमिक जोन-4' के अन्तर्गत स्थित है। अतः डी0पी0आर0 में भूकम्परोधी विकास एवं निर्माण व्यवस्था तथा डिजास्टर मैनेजमेंट सम्बन्धी प्रस्ताव दिये जाने चाहिये।
- 13- भवन निर्माण एवं विकास उपविधि के अनुसार 'लैण्डस्केप' प्लान, जिसमें सड़कों, पाक एवं खुले क्षेत्रों के अन्तर्गत वृक्षारोपण हेतु मानकों के अनुसार प्रस्ताव दिए गए हों, प्रस्तुत किया जाना चाहिये।
- 14- भवन निर्माण एवं विकास उपविधि के अनुसार शारीरिक रूप से अशक्त व्यक्तियों के लिए उनकी आवश्यकता, सुविधा एवं सुगम्यता के दृष्टिगत महत्वपूर्ण सार्वजनिक स्थलों एवं जन-सुविधाओं से सम्बन्धित इमारतों में अवरोधमुक्त परिसर के सृजन हेतु प्रस्ताव दिया जाना चाहिए।
- 15- टाउनशिप हेतु क्रय/अधिग्रहीत भूमि से प्रभावित/विस्थापित भू-स्वामियों/किसानों के पुनर्वास हेतु यदि कोई हो, के लिए सरकार की पुनर्वास नीति के अनुसार व्यवस्था की जानी होगी।
- 16- प्रस्तावित टाउनशिप परियोजना के सम्बन्ध में पर्यावरण एवं वन मंत्रालय, भारत सरकार की पर्यावरणीय स्वीकृति प्राप्त की जानी होगी।
- 17- विभिन्न अवस्थापना के विकास हेतु इम्प्लीमेंटेशन शेड्यूल, सम्पत्तियों का प्रबंधन तथा विकसित टाउनशिप का आपरेशन एण्ड मेन्टीनेन्स सम्बन्धी विवरण उपलब्ध कराये जाने चाहिये।

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- 18- डी0पी0आर0 के अन्तर्गत परियोजना लागत की गणना, फाइनेन्सियल बाइबिलिटी, वित्त पोषण की व्यवस्था तथा केश-प्लो, इत्यादि विवरण शामिल किए जाने चाहिए।
- 19- डी0पी0आर0 पर सैद्धांतिक अनुमोदन प्रदान करने के उपरान्त योजना का डिटेल्ड ले-आउट प्लान गहन परीक्षणोपरान्त स्वीकृत किया जाए। ले-आउट प्लान की स्वीकृति के समय कन्सॉर्शियम द्वारा विकास प्राधिकरण के साथ निर्धारित प्रपत्र पर डेवलपमेन्ट एग्रीमेन्ट निष्पादित करना होगा एवं तत्समय 25 प्रतिशत भूमि जो परफार्मेंस गारन्टी के रूप में विकास प्राधिकरण द्वारा रोक कर रखी जाएगी, की स्थिति ले-आउट प्लान पर चिन्हित की जानी चाहिए।
- 20- कन्सॉर्शियम द्वारा ले-आउट प्लान की स्वीकृति हेतु विकास अनुज्ञा शुल्क निरीक्षण शुल्क, सिटी डेवलपमेन्ट चार्जेज, ट्रक सेवाओं के लिए कनेक्टिविटी चार्जेज प्राधिकरण को देय होंगे। इसके अतिरिक्त, नगर स्तरीय अवस्थापना सुविधाओं (यदि हों) तथा अन्य शुल्क भी निर्धारित दरों पर देय होंगे।
- 21- योजना के ले-आउट प्लान का समन्वय एवं एकीकरण गाजियाबाद विकास प्राधिकरण बोर्ड द्वारा अनुमोदित इस क्षेत्र के जोनल सरकुलेशन नेटवर्क्स से सुनिश्चित किया जाना आवश्यक है।

तकनीकी समिति एवं बोर्ड द्वारा निर्गत औबजरवेशन आवश्यक एवं अग्रिम कार्यवाही हेतु प्रेषित हैं।

भवदीय,

gmc
14/5/21

(एस.के. जमान)

सी.ए.टी.पी.



उत्तर प्रदेश UTTAR PRADESH

F 079.

**DEVELOPMENT AGREEMENT
(Development License Model)**

This Agreement is made on this.....13.....day of Feb.....(Month), Two Thousand and Six^{SEVEN} between Ghaziabad Development Authority designated by the Government of Uttar Pradesh through its Vice-Chairman authorized signatory Shri...R. S. MISHRA..... (hereinafter called the 'GOVERNMENT AGENCY' which expression shall unless repugnant to the meaning or context thereof include his/her, their heirs, executors, administrators and successors of the ONE PART.

AND

M/S SMV Agencies Pvt.Ltd. a Registered Developer Company, a Consortium of Companies, having its Registered Office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi - 10006 through its Authorized Signatory Shri S.K.Jaipuria (hereinafter called the "LICENSEE" which expression shall, unless the context does not so admit include its heirs, executors, administrators and successors of the OTHER PART.

WHEREAS State Housing Policy defines the role of Government of Uttar Pradesh as a 'Facilitator' in place of a 'Provider' and lays a major thrust on simplification of procedures and removal of constraints being faced by the private sector, in housing activities;

AND WHEREAS keeping in view the limited capacity of Government Housing Agencies and their financial constraints, the Government of Uttar Pradesh has declared a policy vide G.O No. 2711/Aath-1-05-34 Vividh/2003, dated 21st May, 2005 as amended vide G.O. No. 2336/2005.....dated.....28.5.2006.....

to promote private investment for creation of new housing stock so as to ensure supply of plots and houses for various sections of the society and for this purpose the Government of Uttar Pradesh has decided to grant License to private developers to buy / assemble land for development and sub-division into plots of different sizes as per the layout plan



उत्तर प्रदेश UTTAR PRADESH

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for sale or lease, for construction of buildings thereon or erecting buildings on these plots and for selling out such plots/houses/flats;

AND WHEREAS the LICENSEE is registered under category A with the GOVERNMENT AGENCY as per the provisions of G.O.No. 3812/8-1-05-34 vividth/03, dated 3.8.2005 as amended vide G.O.No.....dated..... for assembly and development of land and has paid registration fee amounting to Rs.5,00,000/- and thereafter, has been granted license on payment of license fee amounting to Rs...80,00,000/- & Rs. 60,00,000/- paid vide O.B.C.Bank Draft No. 698105 & Draft No...257003 dated 04.05.06 and 08.05.06 for 350 acres of land;

AND WHEREAS the LICENSEE is the exclusive owner of the land located at Shahpur, Bamheta, mentioned in Annexure - I hereto which has been purchased from different Kathedars/Land owners free from all encumbrances and in possession of the LICENSEE for the purposes of developing a colony which is within the Development Area of Ghaziabad Town and the provision of Uttar Pradesh Urban/Planning and Development Act, 1973 (hereinafter referred to as "Act") as amended from time to time are applicable thereon which is binding between the parties hereto and the LICENSEE shall protect the interests of the land-owners while purchasing land directly from them;

AND WHEREAS the land owned by LICENSEE is not less than 60% of total land proposed to be assembled and there are certain other pockets (not more than 40% of the project area) which are not as yet owned and possessed by the LICENSEE and despite of his best efforts, he is not able to buy/assemble the remaining land;

AND WHEREAS the LICENSEE has requested for acquisition of the same to the GOVERNMENT AGENCY and has expressed its consent to;

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D. A.

AND WHEREAS the GOVERNMENT AGENCY has assured the LICENSEE that it will acquire the land under Land Acquisition Act, 1894 and will hand over/transfer as freehold to the LICENSEE for the purpose of development of a colony as provided hereinafter, deposit the acquisition cost and the administrative charges with the GOVERNMENT AGENCY and be responsible for the payment of stamp duty, additional compensation, if any, as decided by the Court and any other payment arising out of any dispute, whatsoever.

AND WHEREAS the LICENSEE shall submit either certified copies of Title Deeds/Sale Deeds or attested copies of Title Deeds/Sale Deeds duly attested by a Gazetted Officer or a Notary, with the original of the same, for verification to the GOVERNMENT AGENCY, the original whereof shall be returned to the LICENSEE after verification by the GOVERNMENT AGENCY;

AND WHEREAS, in case any land specified herein falls within any Gram Samaj or LMC (Land Management Committee), land under management of the Local Authority, the GOVERNMENT AGENCY will request the Government of Uttar Pradesh to resume the concerned land and transfer the same to the LICENSEE as per relevant laws and rules and the LICENSEE shall bear the cost of land and stamp duty and all other charges incurred on resumption and transfer of such land.

AND WHEREAS, freehold land shall be transferred to LICENSEE by the GOVERNMENT AGENCY

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.	Definitions	Unless the context otherwise required the following terms shall have the meanings assigned herein when used in this Agreement:
		(a) "Agreement" means the Agreement for Development.
		(b) "Act" means Uttar Pradesh Urban Planning and Development Act, 1973 in case of Development Authority and Uttar Pradesh Housing and Development Board Act, 1965 in case of Uttar Pradesh Housing and Development Board, as the case may be.
		(c) "GOVERNMENT AGENCY" means Development Authority constituted under Uttar Pradesh Urban Planning and Development Act, 1973 or Uttar Pradesh Housing and Development Board Act, 1965. or any other agency designated by the Government of Uttar Pradesh.
		(d) "DPR" means the Detailed Project Report prepared as per the Master Plan guidelines and prevailing Building Bye-Laws and includes layout plan, land-use plan, infrastructure plan and specifications of services, implementation schedule for completion of the project in 5 years, project financing, property management and operation and maintenance details, et-cetra
		(e) Government means Government of Uttar Pradesh.

2.	Submission and Approval of DPR	(i)	The LICENSEE shall prepare the Detailed Project Report (DPR) after purchase/assembly of total land and the same shall be submitted to the GOVERNMENT AGENCY within 90 days from the date of such purchase / assembly of-total-land.								
		(ii)	The GOVERNMENT AGENCY shall approve the DPR within 30 days of its submission.								
3.	Project Execution		The LICENSEE shall adhere to the following provisions for planned and time-bound execution of the project:								
i.	Start of work	(i)	The LICENSEE shall commence the development work immediately. The date of start of work for this project shall be treated as the date of approval of DPR by GOVERNMENT AGENCY.								
		(ii)	The LICENSEE shall carry out the internal and external development works as per the approved DPR at his own expense.								
ii.	Progress Schedule		The LICENSEE shall adhere to the 'Progress Schedule' of internal and external development works as given in the DPR and shall complete all the development works in respect of the said scheme within a period of five years from the date of start of work for this project.								
iii.	Specifications, standards and Designs	(i)	The development and construction works shall be in accordance with the following specifications, standards and designs:								
			<table border="1"> <thead> <tr> <th>Particulars of Works</th> <th>Specifications</th> </tr> </thead> <tbody> <tr> <td>(a) For Buildings, roads and other miscellaneous construction works.</td> <td>UPPWE/CPWD</td> </tr> <tr> <td>(b) For water supply and sewerage works</td> <td>UP Jal Nigam</td> </tr> <tr> <td>(c) For electrification works</td> <td>UP Power Corporation Ltd.</td> </tr> </tbody> </table>	Particulars of Works	Specifications	(a) For Buildings, roads and other miscellaneous construction works.	UPPWE/CPWD	(b) For water supply and sewerage works	UP Jal Nigam	(c) For electrification works	UP Power Corporation Ltd.
Particulars of Works	Specifications										
(a) For Buildings, roads and other miscellaneous construction works.	UPPWE/CPWD										
(b) For water supply and sewerage works	UP Jal Nigam										
(c) For electrification works	UP Power Corporation Ltd.										
iv.	Earthquake Resistant Provision	(i)	The LICENSEE shall adhere to the Government Policies and the relevant BIS/IS codes, guidelines and practices relating to Earthquake Resistant Construction in the Development and Construction works.								
		(ii)	The LICENSEE shall produce a certificate regarding earthquake resistant execution of development works duly signed by the Structural Engineer, Supervisory Site Engineer and Licensed Architect having Prescribed Qualification and experience as per the Government Orders.								
v.	Development and Quality Control	(i)	The LICENSEE shall carry out the development works in accordance with the approved DPR. The execution, completion and certification of each development work of the project shall be carried out by a mutually agreed licensed Architect and authorized Engineer.								
vi	City Development		The LICENSEE shall pay the prescribed city development charges to the GOVERNMENT AGENCY for city level special								

	and Connectivity Charges	Infrastructure projects. Besides, connectivity to trunk services such as road, drainage, water supply, sewerage, et-cetra. Will be extended on Charges payment of actual proportionate cost to the GOVERNMENT AGENCY.
4.	Project Extension	If the LICENSEE fails to complete development works within stipulated time-schedule, then time extensions shall be accorded as per prevailing rules by the GOVERNMENT AGENCY
5.	Provisions of EWS and LIG Houses / Plots / Flats	(i) The LICENSEE shall construct and sell 10% of the total houses/plots/flats for Economically Weaker Section (EWS) and another 10% houses/plots/flats for the Lower Income Group (LIG) beneficiaries as per the norms and cost ceiling prescribed by the GOVERNMENT AGENCY. Thus, the LICENSEE shall ensure sale of 20% houses/plots for EWS and LIG beneficiaries within the project.
		(ii) Allotment of houses/plots ^{plots} for the above categories shall be made through a committee constituted by the Government of Uttar Pradesh under the Chairmanship Of the District Magistrate / Vice Chairman of the Development Authority / Housing Commissioner.
6.	Rehabilitation of Displaced persons	The LICENSEE shall made provision in accordance with the Rehabilitation Policy / Government Orders for rehabilitation (in case of request) of families belonging to the land owners/farmers displaced due to acquisition of land.
7.	Extension of Services to Village Abadis	The LICENSEE shall incorporate the village Abadies falling within the project area and extend basic infrastructure services to such Abadies.
8.	Transfer of Land under Public Utility Services	The LICENSEE shall reserve land for Police Station, Fire Station, Dust-bin, Sewage Treatment Plant and Electric Sub-station as per the prescribed planning norms and make such land available free-of-cost to the GOVERNMENT AGENCY. Besides, the LICENSEE shall also make land available for other community facilities such as Post-Office, Telephone Exchange, Government Primary School, Primary Health Centre, et-cetra as per the prevailing Government Policy.
9.	Electrical Services	The Uttar Pradesh Power Corporation Limited will sanction power connection and requisite load on priority basis and in a time-bound manner to the LICENSEE. The Uttar Pradesh Power Corporation Limited will also grant permission to the LICENSEE to carry out electrification works in accordance with the prescribed norms on payment of supervision charges.
10.	Maintenance of Services	The LICENSEE shall maintain the services till they are transferred to the Local Body for maintenance and the LICENSEE shall be entitled to collect maintenance expenditure from the allottees for this purpose.
11.	Completion Certificate and handing over of	(i) The LICENSEE shall complete the development works within approved project period. It shall be compulsory for the LICENSEE to obtain a completion certificate

services		regarding internal development works from the GOVERNMENT AGENCY in accordance with the Building Bye-Laws.
		(ii) The LICENSEE shall obtain a certificate regarding satisfactory completion of electric works from the Chief Electrical Inspector Government of Uttar Pradesh and furnish the same to GOVERNMENT AGENCY at his own expenses.
12.	Performance Guarantee	The LICENSEE shall mortgage 25% of the total land of the project in favour of GOVERNMENT AGENCY so as to compensate any liability pending against land acquisition or development works. The LICENSEE shall have rights to carryout the development works on such mortgaged land but can not sell plots/flats/houses and other properties built on such land. The land so retained shall be released in favour of the LICENSEE in proportion to successful completion of various services to the functional stage and subject to clearance of all dues payable to the GOVERNMENT AGENCY.
13.	Marketing of Properties	The LICENSEE shall be responsible for the sale of plots/flats/house and other properties. The LICENSEE or the transferee of plots/flats/houses/ and other properties shall bear the Stamp Duty as per provisions of Indian Stamp Act, 1899 and the notifications issued thereto.
14.	Restriction on Sub-letting	The LICENSEE shall not assign /transfer the said development permission or any permission to any other person or other benefit of this Agreement.
15.	Regulations and Directions Under the Act	That without prejudice to anything contained to this Agreement, all the mandatory provisions of the Master Plan, Zonign Regulations, Building Bye-laws and other Regulations and Directions for the time-being in force, shall be binding on the LICENSEE.
16.	Compliance with Labour and other relevant Laws	(i) During Continuance of this Agreement, the LICENSEE shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye-laws of the State or Central Government or Local Authority and any other labour Law (including rules), regulations, bye-laws that may be passé or notified or that may be issued under any labour law in future either by the State or Central Government or by Local Authority.
		(ii) During continuance of this Agreement, the LICENSEE shall abide at all times by all laws relating to development and other construction works.
17.	Conciliation And Arbitration	That in the event of any dispute with regard to terms and conditions of this Agreement, the same shall be referred to the decision of sole I Arbitrator, to be appointed in writing by the GOVERNMENT AGENCY and the LICENSEE or if they can not agree upon sole Arbitrator to the decision of three persons as Arbitrators, one to be appointed by each party and they shall appoint the third Arbitrator who shall act as the presiding

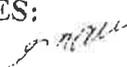
		Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 shall apply.	
18.	Litigation	In case of any litigation pertaining to the acquisition, maintenance, or the rights of the any individual or individual allottee, the GOVERNMENT AGENCY will not be liable and therefore, shall not be arraigned as a party. In other words, any cause of action emanating from any transaction between and individual / or group of individuals and the LICENSEE in the said land, will lie in the area of responsibility of the LICENSEE. GOVERNMENT AGENCY shall not be liable to any individual / or group of individuals regarding to property acquired or developed by the LICENSEE.	
19.	Force Majeure	(i)	If at any time during the continuance of this Agreement, the performance in whole or in part by either part of any obligation under this Agreement shall be prevented or delayed by reasons of any war, or riot or natural calamities, the LICENSEE within 7 days of occurrence and cessation of each Force Majeure conditions shall intimate the first party by a registered letter, the beginning and end of the above causes of delay.
		(ii)	The LICENSEE shall not claim extension of time mentioned in the preceding paragraphs beyond the period affected by the Force Majeure.
20.	Communication	That any notice, letter or communication to be given by one party to the other shall be in writing in Hindi or English language through registered post with due acknowledgement. In addition, such communication shall also be transmitted by fax.	
21.	Jurisdiction	For deciding all the matters concerning the work in question, jurisdiction would be exclusively to the local Courts or Allahabad / Lucknow High Court.	

IN WITNESS WHEREOF, SHRI. S. K. JAIPURIA For and on behalf of the LICENSEE AND Shri. R. S. Mishra.....for and on behalf of the GOVERNMENT AGENCY, have signed this Agreement on the day and year mentioned above. This Agreement consists of 7 pages.


SIGNATURE OF AUTHORISED SIGNATORY.....

ON BEHALF OF
(GOVERNMENT AGENCY)

WITNESSES:


S. K. JAIPURIA

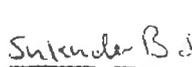
SIGNATURE OF AUTHORISED SIGNATORY.....

For SMV Agencies Pvt. Ltd.

ON BEHALF OF
(LICENSEE)

Director/Auth. Signatory

WITNESSES:

 
Sukender B. d

कार्यालय महाप्रबन्धक(जलकल), नगर निगम, गाजियाबाद

पत्रांक: 177 / जलकल / 2012

दिनांक 3.5.12

सेवा में,

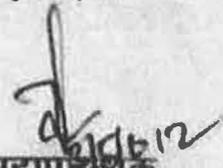
मैसर्स एस.एम.वी. एजेन्सिज प्रा०लि०,
8-सी, हंसालय, 15 बारह खंवा रोड,
नई दिल्ली-110001।

विषय:- ग्राम शाहपुर बम्हेटा, परगना डासना, सहस्रौल व जिला गाजियाबाद में विकसित की जा रही जयपुरिया सनराइज ग्रीन्स एन०एच० 24 हेतु सेंट्रल ग्राउण्ड वाटर बोर्ड की अनापत्ति के सम्बन्ध में।

महोदय,

उपर्युक्त विषयक पत्र दिनांक 12.10.2011 तथा मुख्य वास्तुविद एवम् नगर नियोजक, गाजियाबाद विकास प्राधिकरण के पत्र संख्या: 381/मा० प्लान/2011 दिनांक 2.11.2011 का सन्दर्भ ग्रहण करें। पत्र में जयपुरिया सनराइज ग्रीन्स एन०एच० 24 के लिए प्रयुक्त भू-गर्भ जल के प्रयोग हेतु सम्बन्धित अनापत्ति चाहा गया है। नगर आयुक्त महोदय के आदेश दिनांक 23.1.012 कम में निम्न प्रतिबन्धों एवम् शर्तों के अधीन अनापत्ति पत्र निर्गत किया जाता है:-

- 1- प्रस्तावित स्थल पर रेनवाटर हार्वेस्टिंग का नियमानुसार प्राविधान किया जायेगा।
- 2- प्रस्तावित स्थल पर टाउनशिप की स्थिति में निजी पयेजल व्यवस्था भूमिगत जल परीक्षण, सेंट्रल ग्राउण्ड वाटर बोर्ड की सहमति एवम् निर्देशानुसार विकास किया जायेगा।
- 3- सीवर व्यवस्था सम्बन्धी विकास कार्य मानक पर कराये जाने के साथ निस्तारण हेतु एस०टी०पी० का निर्माण कराया जायेगा।
- 4- उपरोक्त अनापत्ति नगर निगम भूमि हेतु अनुमन्य नहीं होगा।


महाप्रबन्धक
(जलकल)
नगर निगम, गाजियाबाद

पत्रांक व दिनांक तदीय:-
प्रतिलिपि

- 1- नगर आयुक्त महोदय की सेवा में सूचनाार्थ प्रेषित।
- 2- मुख्य वास्तुविद एवम् नगर नियोजक, गाजियाबाद विकास प्राधिकरण, गाजियाबाद की सेवा में सूचनाार्थ।

महाप्रबन्धक
(जलकल)

AREA CALCULATIONS FOR SHEET OF LAND

1 LICENSE AREA	300	ACRES	1236627.50 SQ. MTRS.
2 AREA UNDER DEVELOPMENT	28185	ACRES	10928949.50 SQ. MTRS.
3 BALANCE SCHEME AREA	278415	ACRES	110704317.50 SQ. MTRS.
4 AREA UNDER MASTER PLAN ROAD	8.8	ACRES	35277.50 SQ. MTRS.
5 AREA UNDER MASTER PLAN GREEN	839	ACRES	3298125.00 SQ. MTRS.
6 AREA UNDER SPORTS CENTRE & PARK	2.88	ACRES	11388.00 SQ. MTRS.
7 MASTER PLAN INSTITUTIONAL AREA	7.88	ACRES	31011.00 SQ. MTRS.
8 MASTER PLAN COMMUNITY FACILITY AREA	6.51	ACRES	25581.00 SQ. MTRS.
9 MASTER PLAN COMMUNITY FACILITY AREA	47.54	ACRES	186926.00 SQ. MTRS.
TOTAL			1307277.50 SQ. MTRS.
10 NET AREA	231875	ACRES	9092117.50 SQ. MTRS.
11 GREEN REQUIRED @ 15% OF NET AREA	3478	ACRES	136733.25 SQ. MTRS.
12 GREEN PROVIDED	3772	ACRES	148848.00 SQ. MTRS.
13 PERMISSIBLE POPULATION	47200	PPL.	

DETAILS FOR PLOTTED DEVELOPMENT

S. NO	TYPE	AREA (SQ.M)	NO. OF PLOTS	TOTAL AREA (SQ.M)	NO. OF UNITS	TOTAL NO. OF UNITS
1	TYPE A	1251	31	37830	18	18000
2	TYPE B	50	225	11250	81	81000
3	TYPE C	203	1015	20700	203	203000
4	TYPE D	847	1727	146349	662	146769
5	TYPE E	6	152	912	71	19170
6	TYPE F	847	1584	83232	138	119534
7	TYPE G	831	1720	146340	662	146760
TOTAL AREA UNDER PLOTS				2292	398718	22986

DETAILS FOR PLOTTED DEVELOPMENT (CONTINUED)

14 TOTAL NO. OF PLOTS	1440	NONE
15 AREA FOR GREENS @ 15% OF NET AREA	3528	ACRES
16 AREA FOR GREENS @ 15% OF NET AREA	3528	ACRES
17 POPULATION IN EWS	7200	PPL.
18 DESIGN POPULATION	47200	PPL.

COMMUNITY FACILITIES REQUIRED FOR POPULATION OF 47,200 PPL.

S. NO	FACILITY	REQUIRED	PROVIDED	REMARKS
1	INTER COLLEGE	8.00	1	4000
2	SRINAGAR SCHOOL	1.00	1	12000
3	SRINAGAR SCHOOL	1.00	1	12000
4	SRINAGAR SCHOOL	1.00	1	12000
5	SRINAGAR SCHOOL	1.00	1	12000
6	SRINAGAR SCHOOL	1.00	1	12000
7	SRINAGAR SCHOOL	1.00	1	12000
8	SRINAGAR SCHOOL	1.00	1	12000
9	SRINAGAR SCHOOL	1.00	1	12000
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41	SRINAGAR SCHOOL	1.00	1	12000
42	SRINAGAR SCHOOL	1.00	1	12000
43	SRINAGAR SCHOOL	1.00	1	12000
44	SRINAGAR SCHOOL	1.00	1	12000
45	SRINAGAR SCHOOL	1.00	1	12000
46	SRINAGAR SCHOOL	1.00	1	12000
47	SRINAGAR SCHOOL	1.00	1	12000
48	SRINAGAR SCHOOL	1.00	1	12000
49	SRINAGAR SCHOOL	1.00	1	12000
50	SRINAGAR SCHOOL	1.00	1	12000

GREEN CALCULATION

S.No	Description	Area (sqm)	Remarks
1	G-1	890	
2	G-2	990	
3	G-3	544	
4	G-4	785	
5	G-5	1930	
6	G-6	3859	
7	G-7	3351	Social
8	G-8	1340	
9	G-9	1453	Social
10	G-10	3223	
11	G-11	3235	
12	G-12	2500	
13	G-13	3735	
14	G-14	1960	
15	G-15	3827	Social
16	G-16	2500	
17	G-17	3694	
18	G-18	3804	Institutional
19	G-19	1786	
20	G-20	2852	
21	G-21	3445	
22	G-22	3228	
23	G-23	3448	
24	G-24	545	
25	G-25	4945	
26	G-26	1210	
27	G-27	970	
28	G-28	1870	
29	G-29	3948	Institutional
30	G-30	2622	
31	G-31	5223	
32	G-32	1428	
33	G-33	1265	
34	G-34	2075	
35	G-35	1425	
36	G-36	947	
37	G-37	2625	
38	G-38	3000	
39	G-39	1500	
40	G-40	2555	
41	G-41	861	
42	G-42	1378	Community
43	G-43	4787	Institutional
44	G-44	650	
45	G-45	1012	
46	G-46	1012	
47	G-47	1012	
48	G-48	1012	
49	G-49	1012	
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92	G-92	1012	
93	G-93	1012	
94	G-94	1012	
95	G-95	1012	
96	G-96	1012	
97	G-97	1012	
98	G-98	1012	
99	G-99	1012	
100	G-100	1012	

Master Plan Road and Greens

S.No	Description	Area	Unit
1	MR-1	20521	Sqm
2	MR-2	17484	Sqm
3	MR-3	16225	Sqm
Total		54230	Sqm
		9.80	Acre

Master Green

S.No	Description	Area	Unit
1	MG-1	6761	Sqm
2	MG-2	6587	Sqm
3	MG-3	5310	Sqm
4	MG-4	11323	Sqm
5	MG-5	3572	Sqm
Total		33553	Sqm
		8.291	Acre

Area for Sports centre and parks

S.No	Description	Area	Unit
1	MG-4	11640	Sqm
Total		11640	Sqm
		2.88	Acre

Set Back calculation for plots

S.No	Plot type	Area (Sqm)	Front (m)	Rear (m)	Side (m)
1	Type A	375	4.5	4.5	3
2	Type B	225	3	3	Nil
3	Type C	188.1	3	3	Nil
4	Type D	149.919	2	2	Nil
5	Type E	75.6	2	2	Nil
6	Type F	83.72	2	2	Nil
7	Type G	146.05	2	2	Nil

CALCULATION FOR COMMERCIAL SPACE

S.NO	DESCRIPTION	AREA	NUMBER	TOTAL AREA
1	COMMERCIAL - 1	12093	1	12093
2	COMMERCIAL - 2	2450	1	2450
3	COMMERCIAL - 3	905	1	905
4	COMMERCIAL - 4	6054.00	1	6054.00
5	COMMERCIAL - 5	4047	1	4047
6	COMMERCIAL - 6	2345	1	2345
7	COMMERCIAL - 7	1649	1	1649
8	COMMERCIAL - 8	5234.00	1	5234.00
9	COMMERCIAL - 10	8590	1	8590.00
Total Area				43367.00

GREEN UNDER MASTER PLAN SERVICES

S.No	Description	Area	Remarks
1	G-7	3351	Social
2	G-11+9	5503	Social
3	G-18	4150	Community
4	GR-1A	3804	Institutional
5	GR-28	1378	Community
6	G-17	8073	Community
7	GR-11	3548	Community
8	GR-25	5623	Institutional
9	GR-28+29	13859	Institutional
Total		49688	Sqm
		12.28	Acre



महानगर विकास प्राधिकरण
पंजाब विकास प्राधिकरण
पंजाब

समावेश्य विकास योजना के अंतर्गत
पंजाब विकास प्राधिकरण द्वारा
पंजाब

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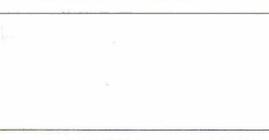
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पंजाब



PROJECT :
PROPOSED INTEGRATED TOWNSHIP ON N.H.-24 AT VILLAGE : SHAHPUR- BAMBHETA
DISTT: GHAZIABAD (U.P.)
M/S S.M.V. AGENCIES PVT. LTD.
9-B, HANSALAYA BARAKHAMBHA ROAD NEW DELHI -110001



SHEET TITLE :
LAYOUT PLAN
REVISIONS :

SCALE : 1:2500
DATE :
DEALT :
CHKD :

GIAN P. MATHUR & ASSOCIATES (P) LTD.
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गाजियाबाद विकास प्राधिकरण

विकास पथ, गाजियाबाद।

प्रेषक,

सहायक अभियन्ता
गाजियाबाद विकास प्राधिकरण,
गाजियाबाद।

सेवा में,

मै.एस.एम.वी.एजेन्सीज प्रा.लि. (क-सा.)
8 सी-हसालय, 15 बाराखम्मा रोड़,
नई दिल्ली-110001।

दिनांक 15.2.14.

संख्या S.23./मा.प्लान/2014

विषय:- मानचित्र पत्रावली सं०-300/जोन-5/2013 दि. 12.08.13 के सम्बन्ध में

महोदय,

कृपया ग्राम-शाहपुर बम्हेटा में विकसित की जा रही इन्टीग्रेटेड टाउनशिप के अन्तर्गत आप द्वारा उपरोक्त विषयक मानचित्र पत्रावली के माध्यम से दिनांक 05.02.2014 को प्रस्तुत संशोधित तलपट मानचित्र प्रस्ताव पर उपाध्यक्ष महोदय द्वारा दिनांक 12.02.14 को निम्न शर्तों के अधीन स्वीकृति प्रदान की गयी है:-

- मानचित्र में प्रदर्शित विकासकर्ता के स्वामित्व की भूमि को विकासकर्ता कंपनी के नाम दाखिल खारिज कराकर अभिलेख प्राधिकरण में प्रस्तुत करना होगा।
- योजना में स्थित शमशान/कब्रिस्तान/पूजा स्थल आदि की भूमि यथावत रखना होगा।
- भू-स्वामित्व तथा भूमि वाद-विवाद के सम्बन्ध में किसी प्रकार की जिम्मेदारी प्राधिकरण की नहीं होगी। माननीय उच्च न्यायालय में विचाराधीन वाद से प्रभावित खसरा नम्बरों की भूमि यथावत रखी जाएगी जिस पर किसी प्रकार के निर्माण की अनुमति नहीं होगी।
- इन्टीग्रेटेड टाउनशिप पालिसी के अनुसार योजनान्तर्गत अन्तरिक एवं बाह्य विकास कार्यों की पूर्णता हेतु कुल विक्रय योग्य भूमि का 25 प्रतिशत भूमि प्राधिकरण के पक्ष में बन्धक रखे जाने अथवा 25 प्रतिशत भूमि की लागत के समतुल्य बैंक गारण्टी रखे जाने का प्राविधान है जिस हेतु रूपये 17.30 करोड़ की बैंक गारण्टी विकासकर्ता द्वारा पूर्व में प्राधिकरण में जमा की गयी है। जिसकी वैधता अवधि दिनांक 06.02.15 तक है, जिसकी वैधता अवधि आवश्यकतानुसार बढ़वानी होगी।
- बन्धक रखी गयी बैंक गारण्टी में से 20 प्रतिशत विक्रय योग्य भूमि के समतुल्य बैंक गारण्टी को तभी अवमुक्त किया जाएगा, जब परियोजना के सभी विकास कार्य एवं शर्तें पूर्ण हो गयी हों, विशेषकर भूगर्भ-जल के सापेक्ष 120 प्रतिशत की रिचार्जिंग के माध्यम से आपूर्ति हो गयी हो।
- बन्धक रखी गयी बैंक गारण्टी में से 5 प्रतिशत विक्रय योग्य भूमि की लागत के समतुल्य बैंक गारण्टी को शासन की अपेक्षानुसार रख-रखाव की व्यवस्था सुनिश्चित करने के लिए परफारमेन्स गारण्टी के रूप में रोककर रखा जायेगा। योजना का समुचित रूप से एवं सतत् आधार पर रख-रखाव सुनिश्चित करने के लिए विकासकर्ता तथा प्राधिकरण के मध्य ज्वाइंट वेंचर हेतु अनुबन्ध निष्पादित किया जायेगा। आवंटियों से वसूल की जाने वाली एकमुश्त अनुरक्षण की धनराशि तथा वार्षिक यूजर चार्ज 'एस्को एकाउन्ट' में जमा किए जायेंगे। टाउनशिप की सेवाओं के रख-रखाव से सम्बन्धित कार्य विकासकर्ता द्वारा क्रियान्वित किये जायेंगे तथा ज्वाइंट वेंचर द्वारा उक्त कार्यों का पर्यवेक्षण किया जायेगा और सुनिश्चित किया जाएगा कि रख-रखाव हेतु एकत्रित धनराशि अनुमन्त्र कार्यों पर ही व्यय की जाए।
- विद्युत-आपूर्ति यू0पी0पी0सी0एल0 से प्राप्त की जानी प्रस्तावित है, जिसके लिए यू0पी0पी0सी0एल0 से सहमति/अनुमति प्राप्त करनी होगी तथा विद्युत आपूर्ति हेतु उत्तर प्रदेश विद्युत पावर कारपोरेशन लि. को निशुल्क भूमि उपलब्ध करानी होगी एवं वाछित क्षमता के प्रवर्तक आदि स्वयं लगाने होंगे।

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8. प्रस्तावित ले-आउट प्लान में सम्मिलित अन्य के स्वामित्व की भूमि, जिसका स्वामित्व व कब्जा विकासकर्ता के पास नहीं है, का विकास कार्य करने एवं सम्पत्तियों के विक्रय का अधिकार विकासकर्ता को भूमि क़य/अध्यापित करने के पश्चात ही होगा तब तक अन्य के स्वामित्व की भूमि पर केवल लैण्ड यूज तथा अवशेष विकासकर्ता के स्वामित्व वाली भूमि पर ही मानचित्र अनुमन्य किया जायेगा।
9. निर्धारित समय सीमा अन्तर्गत विकास कार्य पूर्ण हो जाने के पश्चात विकास प्राधिकरण से पूर्णता प्रमाण पत्र प्राप्त करना होगा।
10. तलपट मानचित्र स्वीकृति उपरान्त समस्त भूखण्डों का धारा-15 के अन्तर्गत नियमानुसार भवन मानचित्र प्राधिकरण से अलग से स्वीकृत कराने होंगे। जिस पर तत्समय प्रचलित भवन उपविधि के नियम लागू होंगे।
11. भवन उपविधि-2008 के प्रस्तर 2.2.3 के प्राविधानों के अनुसार योजना में वृक्षारोपण का कार्य कराना होगा।
12. वर्षा जल संचयन हेतु नियमानुसार रेन वाटर हार्वेस्टिंग का प्राविधान करना होगा तथा रेन वाटर हेतु प्रस्तावित स्ट्रक्चर्स की प्रश्नगत क्षेत्र की हाईड्रोलोजी के आधार पर उपयुक्तता के सम्बन्ध में सेन्ट्रल ग्राउण्ड वाटर बोर्ड अथवा उत्तर प्रदेश भूजल विभाग से अनापत्ति प्राप्त करनी होगी।
13. भवन उपविधि-2008 के प्रस्तर 2.4.1 की क्रम संख्या 7 के अनुसार क्रीडा क्रियाओं हेतु वांछित स्थलों का प्राविधान ओपन स्पेस/ले-आउट ग्रीन में करना होगा।
14. पोटैबल वाटर हेतु सक्षम अधिकारी का प्रमाण पत्र प्रस्तुत करना होगा।
15. योजना के अन्तर्गत प्रस्तावित पुलिस चौकी, इलैक्ट्रिक सब स्टेशन आदि के लिये आरक्षित भूमि निःशुल्क उपलब्ध करानी होगी। इस हेतु पूर्व में निष्पादित अनुबन्ध की शर्तों का अनुपालन करना होगा।
16. विकासकर्ता कम्पनी/कन्सॉर्शियम द्वारा योजनान्तर्गत 10 प्रतिशत भूखण्ड/भवन आर्थिक दृष्टि से दुर्बल आय वर्ग एवं 10 प्रतिशत भूखण्ड/भवन अल्प आय वर्ग के लाभार्थियों को शासकीय अभिकरण द्वारा निर्धारित लागत पर एवं पूर्व निर्धारित मानकों के अनुसार विकसित/निर्मित कर उपलब्ध कराये जाने वाले भूखण्डों/ भवनों का आवंटन उक्त आय वर्गों के लाभार्थियों को उपाध्यक्ष गाजियाबाद विकास प्राधिकरण की अध्यक्षता में आवास एवं शहरी नियोजन विभाग द्वारा गठित समिति के माध्यम से किया जाएगा। इसके अतिरिक्त शासनादेश दिनांक 10.05.2011 की अपेक्षानुसार योजनान्तर्गत अन्य विकास कार्य/ निर्माण कार्य के साथ-साथ ई.डब्ल्यू.एस./एल.आई.जी. श्रेणी के भवनों एवं सामुदायिक सुविधाओं का निर्माण एवं विकास कार्य समानुपातिक रूप से करना होगा।
17. योजना के प्रथम चरण में 279.415 एकड़ भूमि पर प्रस्तुत पुनःरीक्षित तलपट मानचित्र के कारण 279.415 एकड़ भूमि के पूर्व स्वीकृत ले-आउट प्लान की स्वीकृति शून्य मानी जायेगी। किन्तु योजना के विकास की अवधि डवलपमेन्ट एग्रीमेन्ट की दिनांक 13.02.07 की तिथि से 5 वर्ष होगी तथा बढ़ाई गई समयवृद्धि के अन्तर्गत समस्त विकास कार्य पूर्ण करने होंगे।
18. अन्य की भूमि हेतु पहुँच मार्ग गणित नहीं किया जायेगा।
19. भविष्य में प्राधिकरण द्वारा किये गये अन्य वाह्य विकास यथा महायोजना मार्गों आदि का लाभ यदि विकासकर्ता को होता है तो उसका समानुपातिक मूल्य शासन/गाजियाबाद विकास प्राधिकरण द्वारा मांगे जाने पर 30 दिन के अन्दर प्राधिकरण को देय होगा।
20. टाउनशिप/कालोनियों में एस.टी.पी./म्युनिसिपल सॉलिड वेस्ट का निस्तारण योजनाबद्ध रूप से कराए जाने विषयक पर्यावरण विभाग के शासनादेश संख्या-3333/55-पर्या./2008, दिनांक 29 सितम्बर, 2008 के अनुपालन में उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड से सहमति/अनापत्ति प्रमाण पत्र प्राप्त किया जाना होगा, तथा प्रस्तावित टाउनशिप परियोजना के सम्बन्ध में सक्षम स्तर से पर्यावरणीय स्वीकृति प्राप्त की जानी होगी।

21. सी.बी.एस.ई./शिक्षा विभाग अथवा बोर्ड द्वारा शैक्षिक उपयोग हेतु नर्सरी से लेकर इण्टर कॉलिज तक की शिक्षा हेतु आवश्यक अनापत्ति प्राप्त करनी होगी तथा उक्त भूखण्डों का विस्तृत नियोजन पृथक रूप से स्वीकृत कराना होगा।
22. योजनान्तर्गत गुजर रही गैस पाईप लाईन हेतु गेल द्वारा प्रदत्त अनापत्ति की शर्तों का अनुपालन करना होगा।
23. एच.टी.लाईन के नीचे अथवा इससे प्रभावित भूमि में किसी प्रकार का निर्माण अनुमन्य नहीं होगा।
24. सिंचाई विभाग के नियंत्रणाधीन भूमि के सम्बन्ध में सिंचाई विभाग से एन.ओ.सी. प्राप्त करनी होगी।
25. योजनान्तर्गत अवशेष भूमि कय करने के उपरान्त सम्पूर्ण योजना के तलपट मानचित्र की सम्पूर्णतः प्रमाण पत्र प्राधिकरण से प्राप्त करना होगा।
26. भविष्य में यदि प्राधिकरण द्वारा कोई बढ़ा हुआ शुल्क अथवा अन्य कोई शुल्क मांगा जाता है तो वह विकासकर्ता को जमा कराना होगा।
27. योजना में पहुँच मार्ग हेतु प्रस्तावित विभिन्न मार्गों की भूमि स्वयं क्रय कर विकसित करने के सम्बन्ध में विकासकर्ता को उनके द्वारा दी गयी अण्डरटेकिंग का पालन करना होगा।
28. पेय जल की उपलब्धता एवं गुणवत्ता सम्बन्धी अभिलेख प्रस्तुत करने होंगे।
29. योजना में प्रस्तावित सीवर ट्रीटमेन्ट प्लान्ट की क्षमता व डिजाईन को जल निगम के मानकों के अनुसार योजना में स्थापित करना होगा।
30. योजनान्तर्गत समस्त निर्माण/विकास कार्यों के साथ-साथ एल.आई.जी./ई.डब्ल्यू.एस. तथा सार्वजनिक सुविधाओं का विकास/निर्माण भी अन्य ग्रुप हाउसिंग भवनों को स्वीकृत के साथ-साथ समानुपातिक रूप से स्वीकृत कराकर आरम्भ करना होगा। ई.डब्ल्यू.एस./एल.आई.जी. भवनों के निर्माण हेतु योजना में अलग से प्रस्तावित भूखण्डों के आकार के कारण यदि उक्त भूखण्डों पर वांछित ईकाइयों की पूर्ति नहीं हो पाती है तो उक्त श्रेणी के भवनों की पूर्ति योजनान्तर्गत प्रस्तावित ग्रुप हाउसिंग के अन्य भूखण्डों में विकासकर्ता की स्वामित्व की भूमि पर करनी होगी।
31. समस्त अवस्थापना सुविधाओं हेतु समस्त विकास/निर्माण कार्य पी.डब्ल्यू.डी., यू.पी.पी.सी.एल., भवन उपविधि-2008, एन.बी.सी एवं शासनादेशों में निर्धारित मापदण्डों के अनुसार स्थल पर कराये जाने होंगे। समस्त विकास/निर्माण कार्यों की गुणवत्ता की समस्त जिम्मेदारी विकासकर्ता की होगी।
32. योजनान्तर्गत किसी प्रकार के वाद-विवाद का समस्त दायित्व विकासकर्ता का होगा।
33. विकासकर्ता को मेट्रो सेस के सम्बन्ध में शासन के निर्देशों का अनुपालन करना होगा।
34. टाउनशिप हेतु शासन द्वारा जारी शासकीय नीतियों का अनुपालन विकासकर्ता को करना होगा।
35. विकासकर्ता की योजना के अन्तर्गत आने वाले ग्रामों का विकास शासनादेश के अनुसार विकासकर्ता को करना होगा।
36. पुनरीक्षित तलपट मानचित्र से सम्बन्धित समस्त सर्विस ड्राईंग व डिजाईन तथा रेन वाटर हार्वेस्टिंग, लैंडस्केप प्लान सड़कों के क्रॉस सेक्शन मानचित्र निर्गत से पूर्व प्रस्तुत करने होंगे।
37. पूर्व अनुमोदित डी0पी0आर0/तलपट मानचित्र की स्वीकृति के क्रम में विकासकर्ता द्वारा स्थल पर किये गये विकास कार्यों के क्रम में यदि भूखण्ड/परिसम्पत्तियों का अन्तरण/विक्रय/विकास किया गया है एवं तलपट मानचित्र में उन भूखण्डों की स्थिति एवं उपयोगिता में परिवर्तन/संशोधन हो रहा है तो विकासकर्ता का उनको समायोजन करने का दायित्व होगा तथा भूखण्ड हस्तान्तरण न करने तथा अपार्टमेन्ट एक्ट का उल्लंघन न करने सम्बन्धी शपथपत्र भी प्रस्तुत करना होगा।
38. आवंटियों एवं विकासकर्ता के मध्य वाद-विवाद की स्थिति में समस्त दायित्व विकासकर्ता का होगा।

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39. प्रश्नगत मानचित्र के अन्तर्गत निहित ग्राम समाज/सरकारी भूमि का जब तक विधिवत पुर्नग्रहण नहीं हो जाता है तब तक विकासकर्ता उसे यथावत रखेगा। जिसका पूर्ण स्वामित्व नगर निगम/सिंचाई विभाग/जिलाधिकारी गाजियाबाद का होगा तथा उक्त भूमि पर कोई निर्माण अनुमत्य नहीं होगा।
40. तलपट मानचित्र स्वीकृति के उपरान्त समस्त भूखण्डों का नियमानुसार भवन मानचित्र प्राधिकरण से अलग से स्वीकृत कराने होंगे जिसपर तत्समय प्रचलित भवन उपविधि के नियम लागू होंगे।
41. योजनान्तर्गत स्थित विद्यमान मार्गों को वैकल्पिक मार्ग की व्यवस्था होने तक बाधित नहीं किया जायेगा। इस हेतु वचनबद्धता प्रस्तुत करनी होगी।
42. योजनान्तर्गत विकासकर्ता द्वारा कय की गई समस्त भूमि एकजाई रूप में उपलब्ध न होने के कारण कई स्थानों पर कनेक्टिविटी उपलब्ध नहीं है। अतः कनेक्टिविटी प्राप्त होने तक ऐसी भूमि पर सृजित भूखण्डों का निस्तारित नही करने सम्बन्धी वचनबद्धता प्रस्तुत करनी होगी।
43. प्रस्तुत वचनबद्धता दिनांक 04.02.14 का पालन करना होगा।
उपरोक्त औपचारिकतःएं पत्र प्राप्ति के एक सप्ताह के अन्दर पूर्ण कराने का कष्ट करे।

भवदीय


सहायक अभियन्ता
मास्टर प्लान

261



सत्यमेव जयते

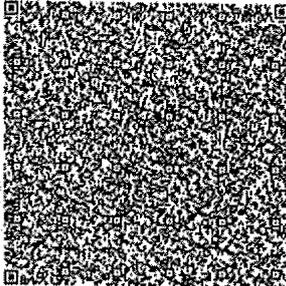
IN DIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP00787766434799M
 Certificate Issued Date : 17-Dec-2014 04:04 PM
 Account Reference : SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
 Unique Doc. Reference : SUBIN-UPUPSHCIL0100945045564144M
 Purchased by : MESSERS PAVITRA CONBUILD PVT LTD
 Description of Document : Article 23 Conveyance
 Property Description : PLOT NO GH-2 H BLOCK IN THE TOWNSHIP KNOWN AS JAIPURIA SUNRISE GREENS NH-24 VILL-SHAHPUR BAMHETA GZB
 Consideration Price (Rs.) : 10,27,18,000
 (Ten Crore Twenty Seven Lakh Eighteen Thousand only)
 First Party : MESSERS SMV AGENCIES PVT LTD
 Second Party : MESSERS PAVITRA CONBUILD PVT LTD
 Stamp Duty Paid By : MESSERS PAVITRA CONBUILD PVT LTD
 Stamp Duty Amount(Rs.) : 71,92,000
 (Seventy One Lakh Ninety Two Thousand only)



Verified By

(Chandra Mohan)
 Registration Clerk
 Sadar-Ist, Ghaziabad

Locked By

(Sanjay Srivastava)
 Sub-Registrar
 Sadar-Ist, Ghaziabad

Please write or type below this line

For SMV Agencies Pvt. Ltd.

Manager & Signatory

For Pavitra Conbuild Pvt. Ltd.

Director

0000363341

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.
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.



Director

Director

11/11/2022

BRIEF PARTICULAR OF SALE DEED

Nature of property : Residential
 Ward / Paragna : Dasna
 Mohalla / Village : Shahpur Bamheta
 Description of Property : 7084 sq.mtr. or 0.7084 Hect. pertaining to Khasra Nos. 1492 (Area 0.0300 hect.), 1496 (Area 0.2150 hect.), 1497 (Area 0.1800 hect.), 1505 (Area 0.0945 hect.), 1582 (Area 0.1889 hect.) falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens", situated at Village Shahpur Bamheta, Ghaziabad
 Area of Property : 7084 Sq. Meter
 Status of Road : 24 Meter Wide
 Sale Consideration : Rs 10,27,18,000/-
 Govt. Circle Rate : Rs. 14500/- per Sq. Meter

PARTICULAR OF VENDOR:-

M/s SMV Agencies Pvt. Ltd., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862, Mahalaxmi Market, Chandni Chowk, Delhi-110006 represented through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 (PAN No. AAACS3405J).

PARTICULAR OF VENDEE:-

M/S PAVITRA CONBUILD PVT LTD. a Company incorporated under the provisions of Companies Act, 1956 having its registered office at KD-3, KAVI NAGAR GHAZIABAD (UP) represented through its Director **Mr. RAJEEV KUMAR GUPTA S/o SH. JAGDISH PRASAD GUPTA** authorized vide resolution dated 9th January 2015 (PAN No. AAHCP5653L).

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director

विक्रय पत्र

102,718,000.00 / 102,718,000.00

10,000.00

100

10,100.00

5,000

प्रतिफल मालियत

फीस रजिस्ट्री नकल व प्रति शुल्क योग ध्वज लगभग

श्री मै0 पवित्रा कोनबिल्ड प्रा0 लि0 द्वारा राजीव कुमार गुप्ता

पुत्र श्री जगदीश प्रसाद गुप्ता

व्यवसाय व्यापार/अन्य/स्त्री

निवासी थारवी के डी-3 कविनगर गाबाद

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 14/1/2015 समय 2:17PM

वजं निवन्धन हेतु रंभ किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद

14/1/2015

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त

विक्रेता

क्रेता

श्री मै0 एस0 एम0 वी0 द्वारा शाशांक वार्ष्ण्य
पुत्र श्री राजकुमार वार्ष्ण्य
पेशा व्यापार/अन्य/स्त्री
निवासी 1862 महालक्ष्मी मार्केट चांदनी चौक
दिल्ली



श्री मै0 पवित्रा कोनबिल्ड प्रा0 लि0 द्वारा राजीव कुमार
गुप्ता
पुत्र श्री जगदीश प्रसाद गुप्ता
पेशा व्यापार/अन्य/स्त्री
निवासी के डी-3 कविनगर गाबाद



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री रविन्द्र

पुत्र श्री प्रीतम सिंह

पेशा व्यापार/अन्य/स्त्री

निवासी ग्राम डाबरा मायचा गौ बु0 नगर

व श्री अमित

पुत्र श्री धर्मपाल

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क0 गाबाद

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद

3

SALE DEEDTotal Sale Consideration Rs 10,27,18,000/-Stamp Duty Paid @ 7% Rs 71,92,000/-

THIS DEED OF SALE is executed at Ghaziabad on this 13th day of January in the year 2015 by **M/s SMV Agencies Pvt. Ltd.**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi represented through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26.12.2014 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents **M/s Jaipuria Cosmetics Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Vibhu Drinks Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab and **M/s Jaipuria Advance Technologies Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab **M/s Banke Bihari Infrastructure Developers Private Limited** through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwa vide document no./Vasika no.53, book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwa vide document no./Vasika no 97, book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab **M/s Exponent Conbuild Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 94, book no. 04, on dt 14.11.2014 duly

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director

विक्रेता

Registration No.: 261

Year: 2,015

Book No.: 1

0101 मै0 एस0 एम0 वी0 द्वारा शशांक वार्धेय
 राजकुमार वार्धेय
 1862 महालक्ष्मी मार्किट चांदी चौक दिल्ली
 व्यापार/अन्य/स्त्री

Handwritten signature



For Further Details Contact For...

registered with the office of sub-registrar, District Jalandhar, Punjab and **M/s Jaipuria Duro Build Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 62 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Leo Systems & Software Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 54, book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab hereinafter referred to as the "**Vendor**" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

IN FAVOUR OF

M/S PAVITRA CONBUILD PVT LTD. a Company incorporated under the provisions of Companies Act, 1956 having its registered office at KD-3, KAVI NAGAR GHAZIABAD (UP) represented through its Director **Mr. RAJEEV KUMAR GUPTA S/o SH. JAGDISH PRASAD GUPTA** hereinafter referred to as the "**Vendee**" of the Second Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their executors, administrators, successors and assigns).

WHEREAS under the leadership of **M/s SMV Agencies Private Limited** (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia **M/s Jaipuria Cosmetics Private Limited, M/s Vibhu Drinks Private Limited, M/s Jaipuria Advance Technologies Private Limited, M/s Banke Bihari Infrastructure Developers Private Limited, M/s Exponent Conbuild Private Limited, M/s Jaipuria Duro Build Private Limited and M/s Jaipuria Leo Systems & Software Private Limited** as constituent company(s), who purchased several pieces of land including the subject matter of this Deed, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director

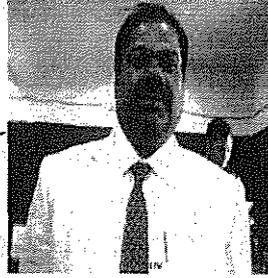
क्रेता

Registration No. : 261

Year : 2,015

Book No. : 1

0201 मै0 पवित्रा कोनबिल्ड प्रा0 लि0 द्वारा राजीव कुमार गुप्ता
जगदीश प्रसाद गुप्ता
के डी-3 कविनगर गाबाद
व्यापार/अन्य/स्त्री

Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to **M/s SMV Agencies Pvt. Ltd.**, as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the Vendor has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipuria Sunrise Greens at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

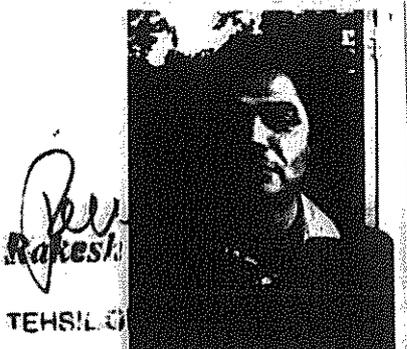
AND WHEREAS the land pertaining to this sale deed is falling in the developed plot **GH-02** of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot **GH-02** has been sanctioned by the Ghaziabad Development Authority vide its letter **Ref. 17/M.P/2014** dated **29.09.2014**.

For SMV Agencies Pvt. Ltd.

Manager/Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director





AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. is entitled to sign & execute Agreement to Sell, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. has empowered its authorized signatory **Mr. Shashank Varshney S/o Shri Rajkumar Varshney** authorized vide resolution dated 26.12.14 to execute the sale deeds.

AND WHEREAS the Vendee confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the Vendor for setting up an Integrated Township. The Vendee has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the Vendor in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

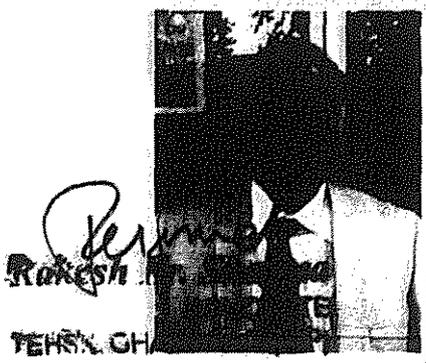
AND WHEREAS the Vendor has agreed to sell and transfer land admeasuring 7084 sq.mtr. or 0.7084 Hect. Comprising of Tower No. A1 and A2 as per the approved plan Ref. 17/M.P/2014 dated 29.09.2014 of GH-02 falling in undivided and impartiable land bearing Khasra Nos. 1492 (Area 0.0300 hect.), 1496 (Area 0.2150 hect.), 1497 (Area 0.1800 hect.), 1505 (Area 0.0945 hect.), 1582 (Area 0.1889 hect.) falling in GH Plot No. 02 in the Township known as "Jaipuria Sunrise Greens" H Block, situated at village Shahpur Bamheta, Ghaziabad, U.P. shown and marked in Red colour in the Plan attached hereto (hereinafter referred to as the said Site/Land) with all rights of the said Site/Land to the Vendee free

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director



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from all kind of encumbrances, charges and liens etc. for total sale consideration amount of Rs 10,27,18,000/- (Rupees Ten Crore Twenty Seven Lacs Eighteen Thousand only). To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the Vendee shall not be entitled for constructing the boundary wall making sub division of GH-02 the said land is laying vacant.

AND WHEREAS the Vendor has represented to the Vendee that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and free from all kind of encumbrances and has full right, power and authority to sell and transfer the said Site/Land.

AND WHEREAS the Vendee has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the Vendor in respect of the same.

AND WHEREAS the Vendor has decided to sell the said Site/Land to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER :

1. That the Vendee has paid to the Vendor total sale consideration of Rs 10,27,18,000/- (Rupees Ten Crore Twenty Seven Lacs Eighteen Thousand only) as full & final payment of Sale Consideration for the said Site/Land, the details of which are given below

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director

S.No	Cheque No.	Drawn On	Amount (Rs.)
1	RTGS	Axis Bank Ltd.	Rs. 1,48,50,000/-
2	136626	Axis Bank Ltd.	Rs. 74,25,000/-
3	136627	Axis Bank Ltd.	Rs. 74,25,000/-
4	056010	Axis Bank Ltd.	Rs. 50,00,000/-
5	056011	Axis Bank Ltd.	Rs. 39,90,820/-
6	051647	Axis Bank Ltd.	Rs. 50,00,000/-
7	051648	Axis Bank Ltd.	Rs. 50,00,000/-
8	051649	Axis Bank Ltd.	Rs. 50,00,000/-
9	051650	Axis Bank Ltd.	Rs. 50,00,000/-
10	056001	Axis Bank Ltd.	Rs. 50,00,000/-
11	056002	Axis Bank Ltd.	Rs. 50,00,000/-
12	056003	Axis Bank Ltd.	Rs. 50,00,000/-
13	056004	Axis Bank Ltd.	Rs. 50,00,000/-
14	056005	Axis Bank Ltd.	Rs. 50,00,000/-
15	056006	Axis Bank Ltd.	Rs. 27,00,000/-
16	530210	Bank of Baroda	Rs. 3,00,000/-
17	056007	Axis Bank Ltd.	Rs. 50,00,000/-
18	056008	Axis Bank Ltd.	Rs. 50,00,000/-
19	056009	Axis Bank Ltd.	Rs. 50,00,000/-
20	TDS Challan No. 43726	HDFC Bank Ltd.	Rs. 1,50,000/-
21	TDS Challan No. 44088	HDFC Bank Ltd.	Rs. 1,50,000/-
22	TDS Challan No. 01235	Bank of Baroda	Rs. 7,27,180/-
		Total Amount	Rs. 10,27,18,000/-

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director

2. The Vendor does hereby grant, sell, convey and transfer the said Site/Land on ownership basis to the Vendee free from all encumbrances. The Vendee can mortgage the said site/land to avail the loan/finances from the Banks/Financial Institutions for their project.
3. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site/Land in favour of any one. The Vendor has neither given any security or surety for any one on the basis of the said Site/Land nor entered into any Agreement of the said Site/Land with anyone else nor is any court case or arbitration or any other legal proceedings pending at any place in respect of the said Site/Land.
4. That the Vendor has assured the Vendee that the said Site/Land is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same.
5. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.
6. The Vendor will not be liable and responsible for any unapproved & unauthorized construction to be made on the said Site/Land or in any other manner whatsoever by the Vendee, if any.
7. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendor shall be liable to pay the same for the GH-02 and the entire township before the date of transfer of the said Site/Land. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendee shall be liable to pay the same for the said Site/Land and on pro-rata basis for the entire township after the date of transfer of the said Site/Land.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director



8. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act and any tax liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is cause due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.
9. That the Vendor covenants that this Sale Deed is executed in all entirety, however to the stipulations and covenants herein contained for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
10. That the Vendee shall also be bound to construct earthquake resistant building as per I.S. code.
11. The provisions for rain water harvesting is mandatory to be carried out by the Vendee.
12. The Vendee shall not be allowed to sub divided the said Site/Land in any manner, the Vendee shall be entitled to book the apartment to its buyers along with the undivided share in land.
13. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees / Residential Welfare Association (RWA).

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director

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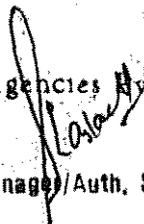
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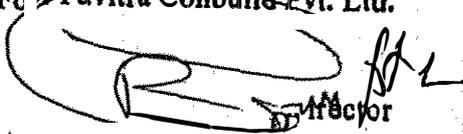


14. That the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Vendor (or its nominee/agency as appointed by the Vendor) Township Maintenance Charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allotees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the said site or as per the prevailing rates for the township maintenance.
15. That the services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at boundary of the Plot GH-02 by the Vendor. These services will be completed at least six months before completion of construction of any of its tower by the Vendee and the Vendee shall be responsible for the distribution of the services mentioned above inside the boundary of said Site/Land at its own cost.
16. That the Vendor will provide uninterrupted connectivity to all the inhabitants of the said site/land (on 24 meters wide road at all times and the Vendee and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the Vendor.

For SMV Agencies Pvt. Ltd.


Manager/Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

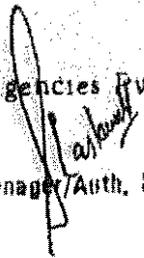

Director

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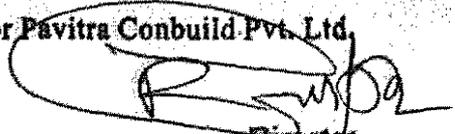


17. It is recorded the Vendor has this day delivered the actual physical vacant possessions of the said Site/Land to the Vendee.
18. That the parking shall be provided by the Vendee to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
19. That the Vendee shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers after obtaining the occupancy /completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority
20. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.
21. That the Vendee shall comply all provisions of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 and Rules 2011 framed there under and shall Act as "Promoter" and discharge all the duties, obligations as contained in the said Act.
22. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/RWA. The Vendor shall not be liable and responsible for the same.
23. The Vendor Shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees / Flat Buyers or between the Vendee and any other Agency etc. involved in the connection with said Site/Land or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.

For SMV Agencies Pvt. Ltd.


Manager/Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.


Director

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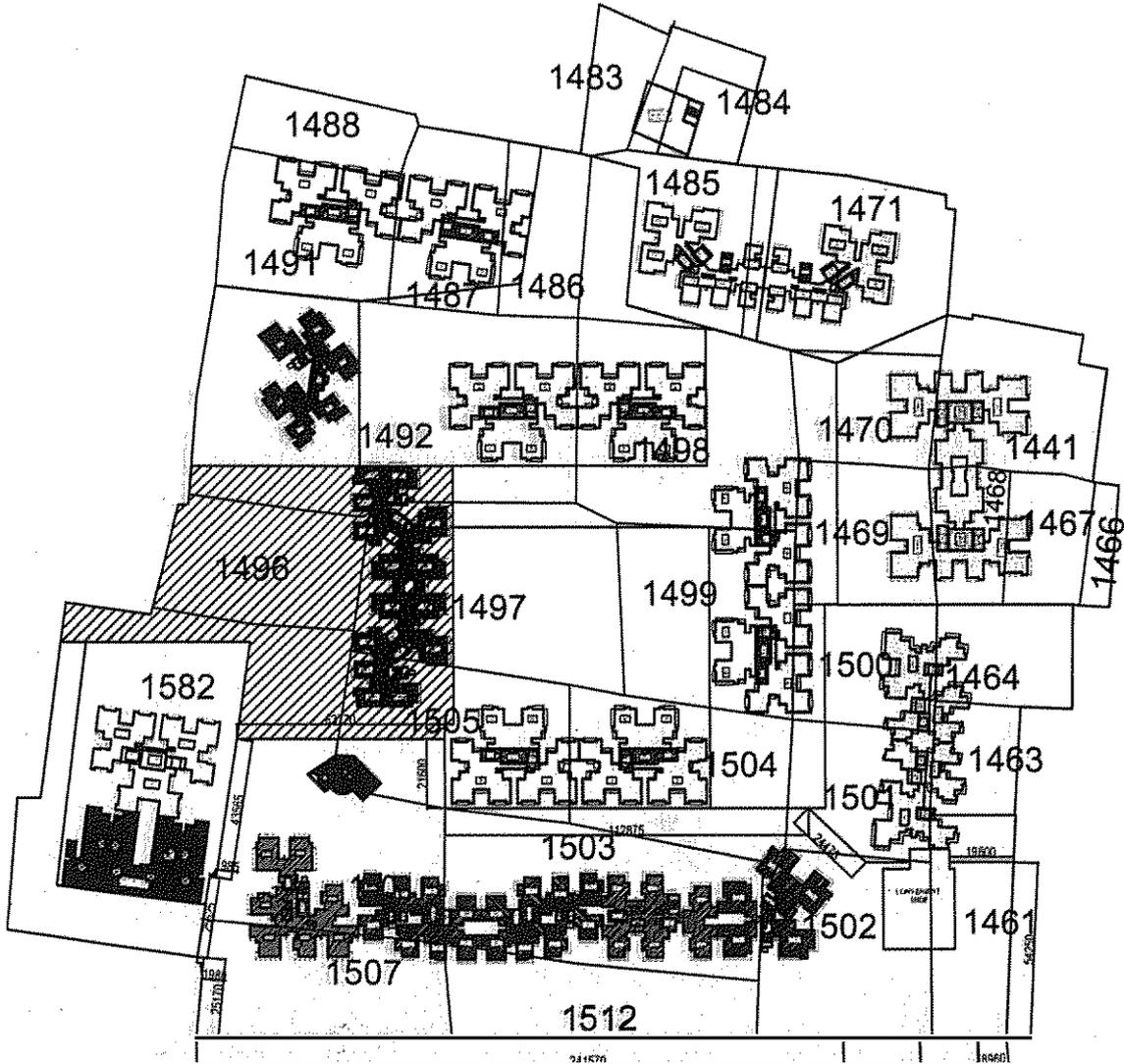


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THIS MAP IS AN ACCORDANCE TO THE SACNTIONED PLAN
FROM GHAZIABAD DEVELOPMENT AUTHORITY
65/ZONE-5/2014-15,1-07-2014



TOTAL HATCHED AREA-7084 SQ.MT
TOWERS -A1&A2
GH-02 ,JAIPURIA SUNRISE GREENS

NOT TO SCALE

VENDOR

VENDEE

For SMV Agencies Pvt. Ltd.

For Pavitra Conbuild Pvt. Ltd.

Manager/Auth. Signatory

Director

26/1/15

~~*~~



for Pavitra Conbuild Pvt. Ltd.

Director

24. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site/Land and in the area within the said Site/Land.
25. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the and/flats/Apartments and applicable rule, regulations or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
26. That the Vendee shall be bound by all terms and conditions of this Deed.
27. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Resident Welfare Association (RWA) jointly and severely.
28. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.
29. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Pavitra Conbuild Pvt. Ltd.

Director



IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day, month year first above written in the presence of the following witnesses.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

VENDOR

For Pavitra Conbuild Pvt. Ltd.

Director

VENDEE

WITNESSES :-



Rakesh Kr.

TEHSIL GHAZI



Rakesh Kr.

TEHSIL GHAZI

R Singh

Ravinder Singh - Peetham Singh
Vill - Dabheri Post. Meerut
G.B. Nagar (U.P.)

Amit Kr. Singh

Amit Kr. Singh
Sh. Dharam Pal
Ch. No. 12, Tehsil Com., GZB.

DRAFTED BY :-

RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, Chamber No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.).

Rakesh K. Sharma

आज दिनांक 14/01/2015 को
पत्री सं. 1 जिल्द सं. 12624
पृष्ठ सं. 27 से 56 पर क्रमांक 261

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

14/1/2015



। प्रस्तुतकर्ता अथवा पार्थी द्वारा रखा जाने वाला ।

अप गिबन्धक, प्रथम

कम सं० 694

जियाबादे

पत्र या पार्थना पत्र प्रस्तुत करने का दिनांक

14-Jan-2015

प्रस्तुतकर्ता या पार्थी का नाम

श्री० पवित्रा कोनबिल्ड प्रा० लि० द्वारा राजीव कुमा

पत्र का प्रकार

विक्रय पत्र

प्रतिफल की धनराशि

102,718,000 / 102,718,000.0

1. रजिस्ट्रीकरण शुल्क 10,000.0
2. प्रतिलिपिकरण शुल्क 100
3. निरीक्षण या तलाश शुल्क
4. मुख्याग्राहक के अधिपमार्गीकरण के लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग

10,100.0

शुल्क वसूल करने का दिनांक

14-Jan-2015

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

दापय करने के लिए तैयार किया

14-Jan-2015

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



109

INDIA NON JUDICIAL



518



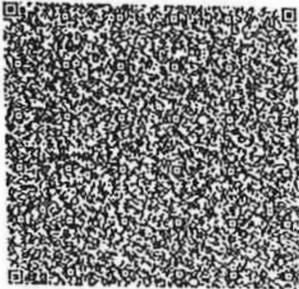
सत्यमेव जयते

Government of Uttar Pradesh

e-Stamp

Annexure R-11

Certificate No.	: IN-UP00810718506955M
Certificate Issued Date	: 31-Dec-2014 08:53 PM
Account Reference	: SHCIL (FI) upshcil01/ GHAZIAB AL/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPSHCIL0100975509572680M
Purchased by	: MESSERS DIVYANSH HOMES PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: LAND MEASURING 17710 SQ MTR GH PLOT NO 2 BLOCK-H JAIPURIA SUNRISE GREENS VILL-SHAHPUR BAMHETA GZB
Consideration Price (Rs.)	: 25,68,00,000 (Twenty Five Crore Sixty Eight Lakh only)
First Party	: MESSERS SMV AGENCIES PVT LTD
Second Party	: MESSERS DIVYANSH HOMES PVT LTD
Stamp Duty Paid By	: MESSERS DIVYANSH HOMES PVT LTD
Stamp Duty Amount(Rs.)	: 51,36,000 (Fifty One Lakh Thirty Six Thousand only)



Verified By

(Chandra Mohan)
Registration Clerk
Sadar-Ist, Ghaziabad

Locked By

(Sanjay Shrivastava)
Sadar-Ist, Ghaziabad

-----Please write or type below this line-----

For SMV Agencies Pvt. Ltd.

Signature/ Auth. Signatory

For Divyansh Homes Pvt. Ltd.

Director

0000363635

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 render it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy, the user should report it to the concerned authority.



उत्तर प्रदेश UTTAR PRADESH

2

CF 445115

BRIEF PARTICULAR OF AGREEMENT TO SELL

Nature of property	: Residential
Ward / Paragna	: Dasna
Mohalla / Village	: Shahpur Bamheta
Description of Property	: 17710 sq.mtr. or 1.7710 Hect. pertaining to Khasra Nos. 1461 (Area 0.0740 hect.), 1501 (Area 0.0220 hect.), 1502 (Area 0.1780 hect.), 1503 (Area 0.4680 hect.), 1504 (Area 0.0850 hect.), 1505 (Area 0.0650 hect.), 1506 (Area 0.2520 hect.), 1507 (Area 0.2250 hect.), 1512 (Area 0.2834 hect.), and 1582 (Area 0.1186 hect.) falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens ", situated at Village Shahpur Bamheta, Ghaziabad.
Area of Property	: 17710 Sq. Meter
Status of Road	: 24 Meter Wide
Total Sale Consideration	: Rs 25,68,00,000/-
Consideration Paid	: Rs. 6,50,00,000 /-
Stamp Duty Paid	: Rs. 51,36,100/-

For SMV Agencies Pvt. Ltd.

Manager Auth. Signatory

For Divyansh Homes Pvt. Ltd.

Director

स्वयं की वसूली 100/-

राजेश कुमार स्टाम्प विक्रेता
लाईसेंस नम्बर 350
लाईसेंस की अवधि 31 मार्च
तहसील कम्पाउन्ड, गाजियाबाद

विक्रय अनुबंध विलेख (बिना कब्जा)

256,800,000.00 650,000,000.00 10,000.00 100 10,100.00 5,000

प्रतिफल मालियत अग्रिम धनगशि फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री मै0 दिव्यांश होम्स द्वारा चन्द्रजीत पाठक

पुत्र श्री भीम सैन शर्मा

व्यवसाय व्यापार/अन्य/स्त्री

निवासी म्थानी ए 76 कान्तीनगर दिल्ली

अथार्थी पता

ने यह लेखपत्र उप कार्यालय में दिनांक 31/12/2014 समय 4:34PM

वके निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी

उप निबन्धक, प्रथम

गाजियाबाद

31/12/2014

निष्पादन लेखपत्र वाद गनने व गगझने गजपुन व प्राप्त धनगशि रू प्रलेखानुसार उक्त
विक्रेता

क्रेता

श्री मै0 एस0 एम0 वी0 द्वारा शशांक मोषर्षेय
पुत्र श्री राजकुमार वाष्पेय
पेशा व्यापार/अन्य/स्त्री
निवासी 1862 महालक्ष्मी मार्केट चांदनी चौक
दिल्ली

श्री मै0 दिव्यांश होम्स द्वारा चन्द्रजीत पाठक
पुत्र श्री भीम सैन शर्मा
पेशा व्यापार/अन्य/स्त्री
निवासी ए-76 कान्तीनगर दिल्ली

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री रोशन लाल

पुत्र श्री अशोक कुमार

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क0 गाबाद

व श्री अभित कुमार

पुत्र श्री धर्मपाल सिंह

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क0 गा0बाद

ने की।

प्रत्यक्षतः गद गांधियों के निजान अंगूठे नियमानुसार लिखे भवे है।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी
उप निबन्धक, प्रथम
गाजियाबाद

PARTICULAR OF VENDOR/FIRST PARTY:-

M/s SMV AGENCIES PVT. LTD., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862, Mahalaxmi Market, Chandni Chowk, Delhi-110006 represented through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 (PAN No. AAACS3405J).

PARTICULAR OF VENDEE/SECOND PARTY:-

M/s DIVYANSH HOMES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at A-76, Kanti Nagar, Delhi-110051 represented through its Director **Mr. CHANDERJEET PATHAK S/o Sh. BHIM SEN SHARMA** authorized vide resolution dated 10.12.2014 (PAN No. AADCD6029N)

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is executed at Ghaziabad on this 31st day of December in the year 2014 by **M/s SMV AGENCIES PVT. LTD.**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi represented through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents **M/s VIBHU DRINKS PRIVATE LIMITED** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab and **M/s Jaipuria Duro Build Private Limited** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no. 62 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s SMV Realtors Private Limited** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no. 60, book no. 04, on dt 27.01.2012 duly registered with the office

For SMV Agencies Pvt. Ltd.

Manager/ Auth Signatory

For Divyansh Homes Pvt. Ltd.

Director

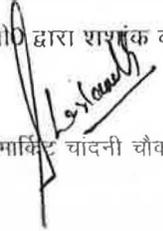
विक्रेता

Registration No.: 10152

Year: 2014

Book No.: 1

0101 गै0 एस0 एग0 वी0 द्वारा शपथक वाष्णैय
राजकुमार वाष्णैय
1862 महालक्ष्मी मार्किट चादनी चौक दिल्ली
व्यापार/अन्य/रत्री



of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Surya Vaibhav Developers Private Limited** through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwvide document no./Vasika no.64 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwvide document no./Vasika no. 96 book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab, and **M/s Jaipuria Advance Technologies Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Cosmetics Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Leo Systems & Software Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 54, book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Exponent Conbuild Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 94, book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab hereinafter referred to as the "Vendor" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns) hereinafter referred to as the **VENDOR/FIRST PARTY** of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

IN FAVOUR OF

M/s DIVYANSH HOMES PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at A-76, Kanti Nagar, Delhi-110051, represented through its Director **Mr. Chanderjeet Pathak S/o Sh. Bhim Sen Sharma** hereinafter referred to as the "Vendee" of the Second Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their executors, administrators, successors and assigns).

Per SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Divyansh Homes Pvt. Ltd.

Director

क्रेता

Registration No. : 10152

Year : 2014

Book No. : 1

0201 मै0 दिव्यांश होम्स द्वारा चन्द्रजीत पाठक

भीम सैन शर्मा

ए-76 कान्तीनगर दिल्ली

व्यापार/अन्य/रुद्धी



WHEREAS under the leadership of **M/s SMV Agencies Private Limited** (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia **M/s Vibhu Drinks Private Limited, M/s Jaipuria Duro Build Private Limited, M/s SMV Realtors Private Limited, M/s Surya Vaibhav Developers Private Limited, M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Jaipuria Leo Software and System Private Limited, M/s Exponent Conbuild Private Limited** as constituent company(s), who purchased several pieces of land including the subject matter of this Agreement, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to **M/s SMV Agencies Pvt. Ltd.**, as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the **VENDOR/FIRST PARTY** has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipuria Sunrise Greens at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

AND WHEREAS the land pertaining to this Agreement is falling in the developed plot **GH-02** of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot **GH-02** has been sanctioned by the Ghaziabad Development Authority vide its letter **Ref. 17/M.P/2014** dated **29.09.2014**.

For SMV Agencies Pvt. Ltd.

Manager with Signatory

For Divyansh Homes Pvt. Ltd.

Director

AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. is entitled to sign & execute Agreement to Sell without possession, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. has empowered its authorized signatory **Mr. Shashank Varshney S/o Shri Rajkumar Varshney** authorized vide resolution dated 26-12-14 to execute this agreement.

AND WHEREAS the **Vendee/Second Party** confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the **VENDOR/FIRST PARTY** for setting up an Integrated Township. The **Vendee/Second Party** has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the **VENDOR/FIRST PARTY** in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

AND WHEREAS the **VENDOR/FIRST PARTY** has agreed to sell and transfer land admeasuring **17710 sq.mtr. or 1.7710 Hect. Comprising of Tower No. D1 To D5 and CH-2** as per the approved plan of **GH-02** falling in undivided and impartible land bearing **Khasra Nos 1461 (Area 0.0740 hect.), 1501 (Area 0.0220 hect.), 1502 (Area 0.1780 hect.), 1503 (Area 0.4680 hect.), 1504 (Area 0.0850 hect.), 1505 (Area 0.0650 hect.), 1506 (Area 0.2520 hect.), 1507 (Area 0.2250 hect.), 1512 (Area 0.2834 hect.), and 1582 (Area 0.1186 hect.)** falling in **GH Plot No. 2** in the Township known as "**Jaipuria Sunrise Greens**" H Block, situated at village **Shahpur Bamheta, Ghaziabad, U.P.** shown and marked in **Red colour in the Plan attached hereto** (hereinafter referred to as the **said Site/Land**) with all rights of the said Site/Land to the **Vendee/Second Party** for total sale consideration amount of **Rs Rs 25,68,00,000/- (Rupees Twenty Five crore Sixty Eight Lacs only)**. To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the **Vendee/Second Party** shall not be entitled for constructing the boundary wall making sub division of **GH-02**, the said land is laying vacant.

For SMV Agencies Pvt. Ltd.

Manager/Authorized Signatory



Pen

For Divyansh Homes Pvt. Ltd.

Handwritten signature of the Director for Divyansh Homes Pvt. Ltd.

Director



AND WHEREAS the VENDOR/FIRST PARTY has represented to the Vendee/Second Party that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and has full power and authority to sell and transfer the said Site/Land.

AND WHEREAS the VENDEE/SECOND PARTY has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the VENDOR/FIRST PARTY in respect of the same.

AND WHEREAS the VENDOR/FIRST PARTY has decided to sell the said Site/Land to the VENDEE/SECOND PARTY absolutely and forever and the VENDEE/SECOND PARTY has agreed to purchase the said site/land.

AND WHEREAS the possession of the said site/Land will be handed over to the Vendee/Second Party by the Vendor/First Party only after the execution of the sale deed

NOW, THEREFORE, THIS AGREEMENT TO SELL WITNESSETH AS UNDER :-

1. That the VENDOR/FIRST PARTY is agreed to sell and VENDEE/SECOND PARTY is agreed to purchase all rights, titles, interest in the said site/land for a total sale consideration of Rs 25,68,00,000/- (Rupees Twenty Five Crore Sixty Eight Lacs only).

For SMV Agencies Pvt. Ltd.

Manager Auth. Signatory

For Divyansh Homes Pvt. Ltd.

Director



Handwritten text and stamp at the bottom left, including the name 'Rakesh' and 'CHA'.

2. That the VENDEE/SECOND PARTY has paid a sum of Rs. 6,50,00,000/- (Rs. Six Crore Fifty Lacs only) as advance to the VENDOR/FIRST PARTY as per the details given below, the receipt whereof VENDOR/FIRST PARTY hereby admits and acknowledges.

S.No	UTR/ Cheque No.	Drawn On	Amount (Rs.)
1	VIJBH 14217026006	VIJAY BANK , PATPARGANJ ,NEW DELHI	2,00,00,000/-
2	VIJBH 14258000662	VIJAY BANK , PATPARGANJ ,NEW DELHI	1,50,00,000/-
3	774005	VIJAY BANK , PATPARGANJ ,NEW DELHI	1,00,00,000/-
4	VIJBH 14303030362	VIJAY BANK , PATPARGANJ ,NEW DELHI	2,00,00,000/-

3. That the balance sale consideration amount of Rs. 19,18,00,000/- (Rs. Nineteen Crore Eighteen Lacs only) will be paid by the VENDEE/SECOND PARTY to the VENDOR/FIRST PARTY at the time of execution of sale deed.
4. That the Vendor/First Party has mortgaged certain portion of the said site/land with Punjab and Sind Bank and both the Parties have agreed to execute the sale deed after the issuance of NOC/No Dues from the bank regarding the said site/land. It is the responsibility of the VENDOR/FIRST PARTY to obtain the NOC/No Dues from the Bank at its risk and cost .
5. That the sale deed of the said site/land will be executed and registered within 1 months from intimating by the Vendor/First Party to the Vendee/Second Party regarding obtaining and issuance of NOC / NO Dues from the bank.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Divyansh Homes Pvt. Ltd.

Director

6. That the VENDEE/SECOND PARTY confirms that they have satisfied themselves about the right, title and interest of the VENDOR/FIRST PARTY in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.
7. That the both the parties shall not do any act deed or thing creating any charge lien or encumbrance in respect of the said site/land during the subsistence of this agreement.
8. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the VENDOR/FIRST PARTY shall be liable to pay the same for the GH-02 and the entire township before the sale deed of the said Site/Land. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be, the VENDEE/SECOND PARTY shall be liable to pay the same for the said site/Land and on pro-rata basis for the entire township after the date of sale deed of the said Site/Land.

9. COVENANT AND CONDITIONS SHALL BE THE PART OF AGREEMENT TO SELL

- 9.1. The VENDEE/SECOND PARTY shall at all time hereinafter indemnify and keep the VENDOR/FIRST PARTY and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the VENDOR/FIRST PARTY or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act and any tax liability or for any act of omission or commission of the VENDEE/SECOND PARTY or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The VENDEE/SECOND PARTY hereby agrees and undertakes to indemnify and keep the VENDOR/FIRST PARTY indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is cause due to any reason whatsoever which the VENDOR/FIRST PARTY and/or its nominated agency may have to suffer.

For SMV Agencies Pvt. Ltd.

Manager/Auth. Signatory

For Divyansh Homes Pvt. Ltd.

Director

- 9.2. That the VENDEE/SECOND PARTY shall be bound to construct earthquake resistant building as per I.S. code.
- 9.3. The provision of rain water harvesting are mandatory to be carried out by the Vendee/Second Party.
- 9.4. The VENDEE/SECOND PARTY shall not be allowed to sub divide the said Site/Land in any manner.
- 9.5. That VENDEE/SECOND PARTY covenants with the VENDOR/FIRST PARTY to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the VENDEE/SECOND PARTY and their Allotees/Flat Buyers/ Subsequent Transferees / Residential Welfare Association (RWA).
- 9.6. That the VENDEE/SECOND PARTY and/or their Allotees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the VENDOR/FIRST PARTY (or its nominee/agency as appointed by the VENDOR/FIRST PARTY) Township Maintenance Charges as may be determined by the VENDOR/FIRST PARTY for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the VENDEE/SECOND PARTY to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the VENDEE/SECOND PARTY in favour of their Allotees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the said site or as per the prevailing rates for the township maintenance.

For SMV Agencies Pvt. Ltd.

Manager Auth. Signatory

For Divyansh Homes Pvt. L

Direct

11

- 9.7. That the services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at boundary of the Plot GH-02 by the VENDOR/FIRST PARTY. These services will be completed at least six months before possession of the flat to the first flat buyer of any tower by the VENDEE/SECOND PARTY and the VENDEE/SECOND PARTY shall be responsible for the distribution of the services mentioned above inside the boundary of said Site/Land at its own cost.
- 9.8. That the VENDOR/FIRST PARTY will provide uninterrupted connectivity to all the inhabitants of the said site/land (On 24 meters wide road) at all times and the VENDEE/SECOND PARTY and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the VENDOR/FIRST PARTY.
- 9.9. That the parking shall be provided by the VENDEE/SECOND PARTY to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
- 9.10. That after the execution and registration of the sale deed of the said site/land in favour of VENDEE/SECOND PARTY, the VENDEE/SECOND PARTY after obtaining the occupancy/completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers.
- 9.11. That the VENDEE/SECOND PARTY shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the VENDEE/SECOND PARTY and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

For Divyansh Homes Pvt. Ltd.

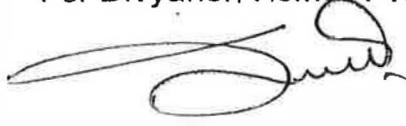
Director

- 9.12. That the VENDEE/SECOND PARTY shall comply with all provisions of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 and Rules 2011 framed there under and shall Act as "Promoter" and discharge all the duties, obligations as contained in the said Act.
- 9.13. That the VENDEE/SECOND PARTY shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees/Flat Buyers as well as Subsequent Transferees/RWA. The VENDOR/FIRST PARTY shall not be liable and responsible for the same.
- 9.14. The VENDOR/FIRST PARTY Shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the VENDEE/SECOND PARTY and their Allottees/Flat Buyers or between the VENDEE/SECOND PARTY and any other Agency etc. involved in the connection with said Site/Land or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.
- 9.15. The VENDEE/SECOND PARTY shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site/Land and in the area within the said Site/Land.
10. That the VENDEE/SECOND PARTY has undertaken and doth hereby undertake that the VENDEE/SECOND PARTY shall be solely responsible and liable for violations, if any, of any terms of this Agreement and of the provision of the law of the land/flats/Apartments and applicable rule, regulations or direction by the competent authorities; and that the VENDEE/SECOND PARTY shall indemnify the VENDOR/FIRST PARTY for any liability and/or penalty in that behalf.

For SMV Agencies Pvt. Ltd.

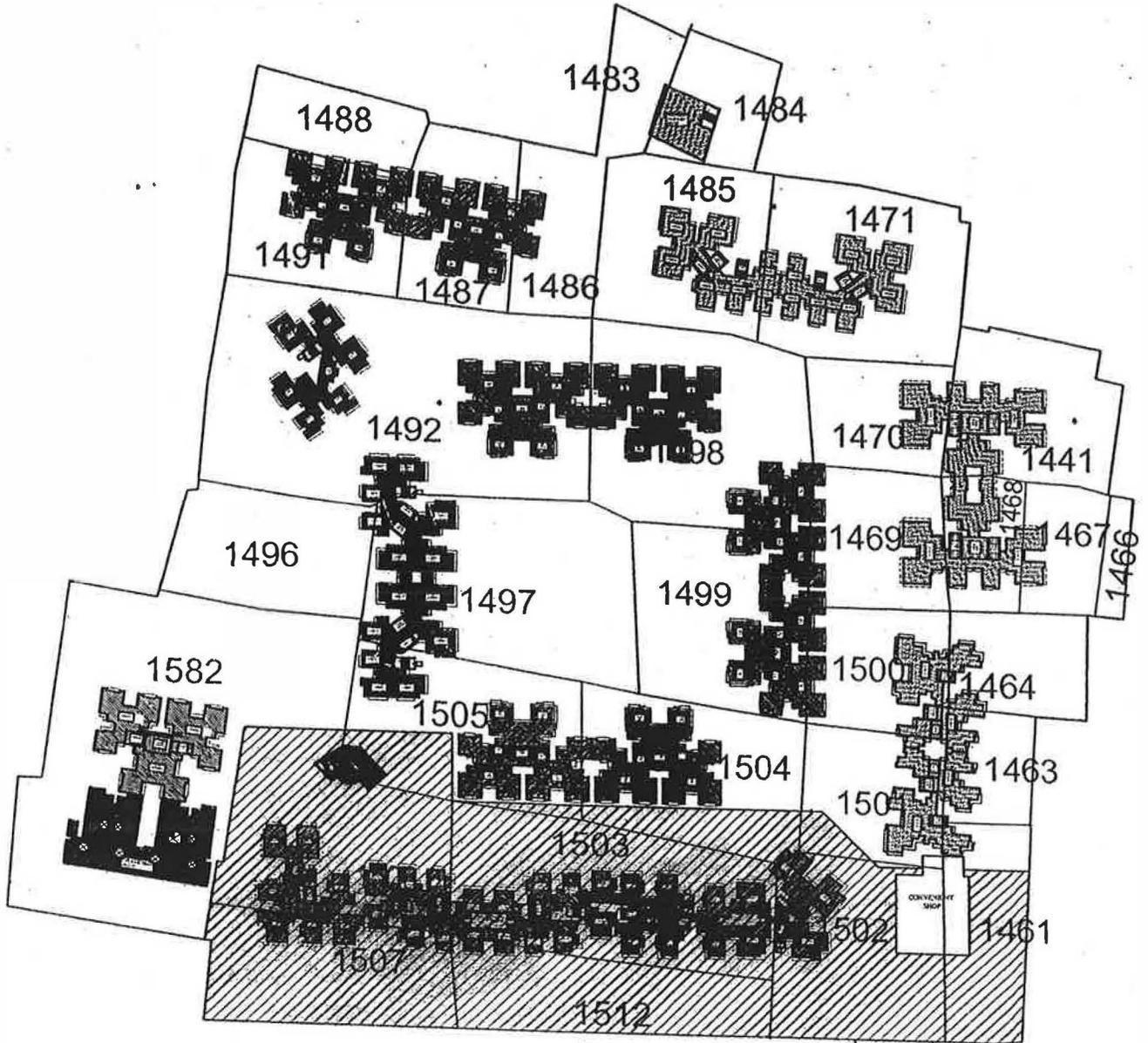

Manager/Auth. Signatory

For Divyansh Homes Pvt. Ltd.


Director

THIS MAP IS AN ACCORDANCE TO THE SACNTIONED PLAN FROM GHAZIABAD DEVELOPMENT AUTHORITY
65/ZONE-5/2014-15,1-07-2014

124



TOTAL HATCHED AREA-17710 SQ.MT
TOWERS - D1-D5&CH-02

GH-02 ,JAIPURIA SUNRISE GREENS

24M WIDE ROAD

NOT TO SCALE

For SMV Agencies Pvt. Ltd.

Manager/Auth. Signatory

VENDOR

For Divyansh Homes Pvt. L

Direct

VENDEE

11. That the VENDEE/SECOND PARTY shall be bound by all terms and conditions of this Agreement.
12. That it is hereby expressly provided and agreed by the parties hereto that both parties entitled to enforce specific performance of this agreement against each other in case of breach of any condition mentioned in this agreement.
13. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Agreement shall be borne by the VENDEE/SECOND PARTY alone and VENDOR/FIRST PARTY shall not be liable to pay any part thereon.
14. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Agreement.

For SMV Agencies Pvt. Ltd.

Manager
Signatory

For Divyansh Homes Pvt. Ltd.

Director





INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp Annexure R-12



सत्यमेव जयते

Certificate No.

IN-UP00822803870150N

Certificate issued Date

08-Jan-2015 05:58 PM

Account Reference

SHCIL (FI) upshcil01/GHAZIABAD/UP-G ZB

Unique Doc. Reference

SUBIN-UPURSHCIL0100990443036526N

Purchased by

M ESSERS RATANDEEP INFRASTRUCTURE PVT LTD

Description of Document

Article 2 Conveyance

Property Description

LAND MEASURING 3542 SQ MTR GH. LOT NO-2 BLOCK-H JAIPURIA SUNRISE GREENS VILL- SUR BAMBHETA GZB

Consideration Price (Rs.)

5,19,60,000 (Five Crore Thirteen Lakh Sixty Thousand only)

First Party

MESSRS SMV AGENCIES PVT LTD

Second Party

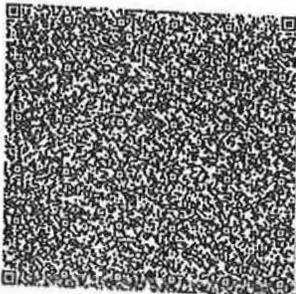
MESSERS RATANDEEP INFRASTRUCTURE PVT LTD

Stamp Duty Paid By

MESSERS RATANDEEP INFRASTRUCTURE PVT LTD

Stamp Duty Amount (Rs.)

35,96,000 (Thirty Five Lakh Ninety Six Thousand only)



Verified By

(Chandra Mohan) Registration Clerk Sadar-Ist, Ghaziabad

Locked By

(Sanjay Srivastava) Sub-Registrar Sadar-Ist, Ghaziabad

Please write or type below this line

For SMV Agencies Pvt. Ltd.

Signature

RATANDEEP INFRASTRUCTURE PVT. LTD.

Director

0000363850

Statutory Alert:

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



BRIEF PARTICULAR OF SALE DEED

Nature of property : Residential
Ward / Paragna : Dasna
Mohalla / Village : Shahpur Bamheta
Description of Property : 3542 sq.mtr. or 0.3542 Hect. pertaining to Khasra Nos. 1470 (Area 0.0070 hect.), 1471(Area 0.2830 hect.),1484 (Area 0.0642 hect.), falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens", situated at Village Shahpur Bamheta, Ghaziabad
Area of Property : 3542 Sq. Meter
Status of Road : 24 Meter Wide
Sale Consideration : Rs 5,13,60,000/-
Govt. Circle Rate : Rs. 14500/- per Sq. Meter

PARTICULAR OF VENDOR:-

M/s SMV AGENCIES PVT. LTD., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862 ,Mahalaxmi Market ,chandni chowk, Delhi-110006 represented jointly through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 (PAN No. AAACS3405J).

PARTICULAR OF VENDEE:-

M/S RATANDEEP INFRASTRUCTURE PVT LTD., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1st Floor Ratandeep Jewellers Bhagat Singh Road, Muzaffar Nagar (UP) represented through one of its Director **Mr. RACHIT SINGHAL S/o SH. BRIJESH SINGHAL** authorized vide resolution dated 10.12.14 (PAN No. AAGCR0134H).

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

RATANDEEP INFRASTRUCTURE PVT. LTD.

Signature
-01-

विक्रय पत्र

51,360,000.00 / 51,360,000.00 10,000.00 100 10,100.00 5,000

प्रतिफल गालियत

फीस (जिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री मै0 रतनदीप इन्फ्रा0 द्वारा रचित सिंघल

पुत्र श्री ब्रिजेश सिंघल

व्यवसाय व्यापार/अन्य/स्त्री

निवासी स्थायी अस्थायी पता रतनदीप ज्वैलर्स भगत सिंह रोड मुजफ्फरनगर

ने यह लेखपत्र इस कार्यालय में दिनांक 9/1/2015 समय 2:06PM

वजे निबन्धन हेतु पेश किया।



रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम

गाजियाबाद

9/1/2015

निष्पादन लेखपत्र वाद मुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त

विक्रेता

क्रेता

श्री मै0 एस एम वी द्वारा शाशांक वाष्णीय
पुत्र श्री राजकुमार वाष्णीय
पेशा व्यापार/अन्य/स्त्री
निवासी 1862 महालक्ष्मी मार्केट चांदनी चौक
दिल्ली



श्री मै0 रतनदीप इन्फ्रा0 द्वारा रचित सिंघल
पुत्र श्री ब्रिजेश सिंघल
पेशा व्यापार/अन्य/स्त्री
निवासी रतनदीप ज्वैलर्स भगत सिंह रोड
मुजफ्फरनगर



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री सुरेन्द्र अग्रवाल

पुत्र श्री तारा चन्द

पेशा व्यापार/अन्य/स्त्री

निवासी 52/4 राम विहार मुजफ्फरनगर

व श्री रुपेश अग्रवाल

पुत्र श्री सुभाष चन्द अग्रवाल

पेशा व्यापार/अन्य/स्त्री

निवासी 187 माडल टाउन वेस्ट गाबाद

ने की

पुन्यक्षता पत्र माधियों के निशान अपेक्षित नियमानुसार लिये गये हैं।



रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद

Total Sale Consideration Rs 5,13,60,000/-
Stamp Duty @ 7% Rs 35,96,000/-

THIS DEED OF SALE is executed at Ghaziabad on this 08th day of January in the year 2015 by **M/s SMV AGENCIES PVT. LTD.**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi represented through its Authorized Signatory **Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY** authorized vide resolution dated 26-12-14 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents **M/s Jaipuria Advance Technologies Private Limited** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Cosmetics Private Limited** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Vibhu Drinks Private Limited** through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney **M/s SMV Agencies Private Limited** vide document no./Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab hereinafter referred to as the "**Vendor**" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

IN FAVOUR OF

M/S RATANDEEP INFRASTRUCTURE PVT LTD., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1st Floor Ratandeeep Jewelles Bhagat Singh Marg, Muzzaffar Nagar (UP) represented through one of its Director **Mr. RACHIT SINGHAL S/o SH. BRIJESH SINGHAL** hereinafter referred to as the "**Vendee**" of the Second Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their executors, administrators, successors and assigns).

For SMV Agencies Pvt. Ltd.


Manager/Auth. Signatory

RATANDEEP INFRASTRUCTURE PVT. LTD.


Director

विक्रेता

Registration No.: 181

Year : 2,015

Book No. : 1

0101 मै0 एस एम वी द्वारा शशांक वाष्णैय

राजकुमार वाष्णैय

1862 महालक्ष्मी मार्किट चांदनी चौक दिल्ली

व्यापार/अन्य/स्त्री



WHEREAS under the leadership of **M/s SMV Agencies Private Limited** (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia **M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Vibhu Drinks Private Limited** as constituent company(s), who purchased several pieces of land including the subject matter of this Deed, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to **M/s SMV Agencies Pvt. Ltd.**, as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the Vendor has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipuria Sunrise Greens NH-24 at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

AND WHEREAS the land pertaining to this sale deed is falling in the developed plot **GH-02** of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot **GH-02** has been sanctioned by the Ghaziabad Developer Authority vide its letter Ref. **17/M.P/2014** dated **29.09.2014**.

For **SMV Agencies Pvt. Ltd.**

Manager/Author. Signatory

RATANDEEP INFRASTRUCTURE



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AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. is entitled to sign 542 execute Agreement to Sell, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

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AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. has empowered its authorized signatory Mr. Shashank Varshney S/o Shri Rajkumar Varshney authorized vide resolution dated 26-12-14 to execute the sale deeds.

AND WHEREAS the Vendee confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the Vendor for setting up an Integrated Township. The Vendee has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the Vendor in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

AND WHEREAS the Vendor has agreed to sell and transfer land admeasuring 3542 sq.mtr. or 0.3542 Hect. Comprising of Tower No. S2 as per the approved plan Ref. 17/M.P/2014 dated 29.09.2014 of GH-02 falling in undivided and impartible land bearing Khasra Nos. 1470 (Area 0.0070 hect.), 1471(Area 0.2830 hect.) and 1484 (Area 0.0642 hect.) falling in GH Plot No. 2 in the Township known as "Jaipuria Sunrise Greens" H Block ,situated at village Shahpur Bamheta, Ghaziabad, U.P. shown and marked in Red colour in the Plan attached hereto (hereinafter referred to as the said Site/Land) with all rights of the said Site/Land to the Vendee free from all kind of encumbrances, charges and liens etc. for total sale consideration amount of Rs 5,13,60,000/- (Rupees Five Crore Thirteen Lacs Sixty Thousand only). To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the Vendee shall not be entitled for constructing the boundary wall making sub division of GH-02 the said land is laying vacant.

AND WHEREAS the Vendor has represented to the Vendee that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and free from all kind of encumbrances and has full right, power and authority to sell and transfer the said Site/Land.

AND WHEREAS the Vendee has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the Vendor in respect of the same.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

RATANDEEP INFRASTRUCTURE PVT. LTD.

Director



Shashank Varshney
ADVOCATE
GHAZIABAD (U.P.)



AND WHEREAS the Vendor has decided to sell the said Site/Land to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER :

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1. That the Vendee has paid to the Vendor total sale consideration of **Rs 5,13,60,000/- (Rupees Five Crore Thirteen Lacs Sixty Thousand only)** as full & final payment of Sale Consideration for the said Site/Land, the details of which are given below

S.No	Cheque No.	Drawn On	Amount (Rs.)
1	187629	Punjab National bank Sec-63, Noida	50,00,000/-
2	187630	Punjab National bank Sec-63, Noida	1,50,00,000/-
3	187631	Punjab National bank Sec-63, Noida	1,50,00,000/-
4	PUNBH 14346764369	Punjab National bank Sec-63, Noida	1,58,46,400/-
5	Challan No. M742515	TDS @ 1%	5,13,600/-
		Total Amount	Rs.5,13,60,000/-

2. The Vendor does hereby grant, sell, convey and transfer the said Site/Land on ownership basis to the Vendee free from all encumbrances.
3. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site/Land in favour of any one. The Vendor has neither given any security or surety for any one on the basis of the said Site/Land nor entered into any Agreement of the said Site/Land with anyone else nor is any court case or arbitration or any other legal proceedings pending at any place in respect of the said Site/Land.
4. That the Vendor has assured the Vendee that the said Site/Land is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same.
5. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.

For SMV Agencies Pvt. Ltd.

Manager/Auth Signatory

RATANDEEP INFRASTRUCTURE PV

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- 6. The Vendor will not be liable and responsible for any unapproved & unauthorized construction to be made on the said Site/Land or in any other manner whatsoever by the Vendee, if any.
- 7. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendor shall be liable to pay the same for the GH-02 and the entire township before the date of transfer of the said Site/Land. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be, the vendee shall be liable to pay the same for the GH-02 and on pro-rata basis for the entire township after the date of transfer of the said Site/Land.
- 8. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act and any tax liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is cause due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.
- 9. That the Vendor covenants that this Sale Deed is executed in all entirety and however to the stipulations and covenants herein contained, for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
- 10. That the Vendee shall also be bound to construct earthquake resistant building as per I.S. code.

For SMV Agencies Pvt. Ltd.

Manager with Signatory

RATANDEEP INFRASTRUCTURE PVT. LTD

Director

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- 11. The provisions for rain water harvesting is mandatory to be carried out by the Vendee.
- 12. The Vendee shall not be allowed to sub divided the said Site/Land in any manner.

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- 13. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees / Residential Welfare Association (RWA).
- 14. That the Vendee and / or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Vendor (or its nominee/agency as appointed by the Vendor) Township Maintenance Charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allotees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/apartment of the said site or as per the prevailing rates for the township maintenance.

for SMV Agencies Pvt. Ltd.

Manager/Authorized Signatory

RATANDEEP INFRASTRUCTURE PVT. LTD

Director

- 15. That the services for, effluent drainage from STP and single point electrical load connection, shall be provided up to the one common point at boundary of the Plot GH-02 by the Vendor, same shall be provided lastly upon completing the construction by the Vendee and the Vendee shall be responsible for the distribution of the Services mentioned above inside the boundary of said Site/Land at its own cost.
- 16. That the Vendor will provide uninterrupted connectivity to all the inhabitants of the said site/land(on 24 meters wide road at all times and the Vendee and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the Vendor.
- 17. It is recorded the Vendor has this day delivered the actual physical vacant possessions of the said Site/Land to the Vendee.
- 18. That the parking shall be provided by the Vendee to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
- 19. That the Vendee shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers after obtaining the occupancy /completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority
- 20. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.
- 21. That the Vendee shall comply all provisions of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 and Rules 2011 framed there under and shall Act as "Promoter" and discharge all the duties, obligations as contained in the said Act.

For SMV Agency Pvt. Ltd.

Author /Auth. Signatory

RATANDEEP INFRASTRUCTURE P

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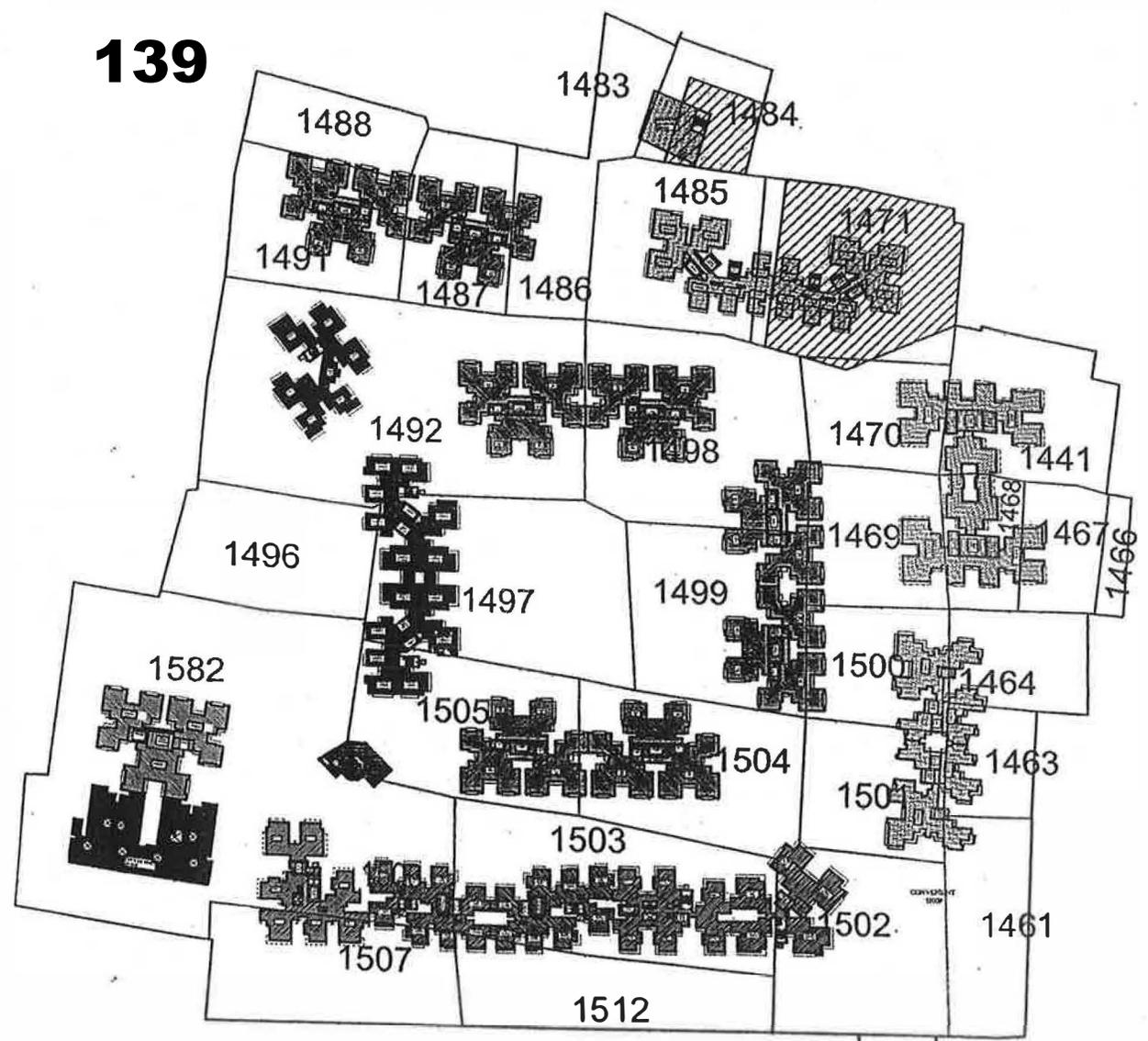
22. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/RWA. The Vendor shall not be liable and responsible for the same.
23. The Vendor Shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees / Flat Buyers or between the Vendee and any other Agency etc. involved in the connection with said Site/Land or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.
24. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site/Land and in the area within the said Site/Land.
25. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the land/flats/Apartments and applicable rule, regulations or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
26. That the Vendee shall be bound by all terms and conditions of this Deed.
27. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Resident Welfare Association (RWA) jointly and severally.
28. That the expenses towards payment of stamp duty, registration charges other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

RATANDEEP INFRASTRUCTURE I

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TOTAL HATCHED AREA-3542 SQ.MT
TOWERS - S2&CH-01
GH-02 ,JAIPURIA SUNRISE

NOT TO SCALE

VENDOR

VENDEE

For SMV Agencies Pvt. Ltd.
[Signature]
Manager/ Auth. Signatory

RATANDEEP INFRASTRUCTURE PVT. LTD.
[Signature]
Direct

29. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day, month year first above written in the presence of the following witnesses.

For SMV Agencies Pvt. Ltd.

Manager/ Auth. Signatory

RATANDEEP INFRASTRUCTURE PVT. LTD

Director

VENDOR

VENDEE

WITNESSES :

1



Rakesh Kumar Harma
TEHSIL GH

[Signature]

Surendra Agarwal
S/o Shri. Suresh Chandra
52/4 Premtiara Ternsath road
Kunzafan Nagar

2



Rakesh Kumar Harma
ADVOCATE
TEHSIL GHAZIABAD (U.P.)

[Signature]

ROPESH AGARWAL
S/O SH. SURESH CHANDRA
187 Model Town West
Ghaziabad

DRAFTED BY: *[Signature]*

RAKESH KUMAR HARMA (ADVOCATE)
Registration No. 5294/86, Chamber No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.)

आज दिनांक 09/01/2015 को
वही सं. 1 जिल्द सं. 12616
पृष्ठ सं. 216 से 239 पर कमांक 181
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



संजय श्रीवास्तव

उप. निबन्धक, प्रथम

गाजियाबाद

9/1/2015





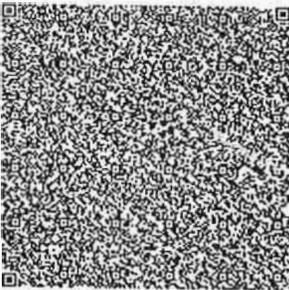
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Annexure R-13

Certificate No.	: IN-UP00831583047926N
Certificate Issued Date	: 14-Jan-2015 02:10 PM
Account Reference	: SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPSHCIL0101000756594698N
Purchased by	: MESSERS S B LANDCON PVT LTD.
Description of Document	: Article 23 Conveyance
Property Description	: LAND MEASURING 3542 SQ MTR BLOCK-H PLOT NO GH-2 JAIPURIA SUNRISE GREENS VILL-SHAHPUR BEMHETA GZB
Consideration Price (Rs.)	: 5,13,60,000 (Five Crore Thirteen Lakh Sixty Thousand only)
First Party	: MESSERS SMV AGENCIES PVT LTD
Second Party	: MESSERS S B LANDCON PVT LTD
Stamp Duty Paid By	: MESSERS S B LANDCON PVT LTD
Stamp Duty Amount(Rs.)	: 35,96,000 (Thirty Five Lakh Ninety Six Thousand only)



Verified By

(Chandra Mohan)
Registration Clerk
Sadar-Isi, Ghaziabad

Locked By

(Sanjay Sarivastava)
Sub-Registrar
Sadar-Isi, Ghaziabad

Please write or type below this line

For SMV Agencies Pvt. Ltd.

Signature

For S. B. Landcon (P) Ltd.

Director/Chairman

0000364005



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BRIEF PARTICULAR OF SALE DEED

Nature of property : Residential
 Ward / Paragna : Dasna
 Mohalla / Village : Shahpur Bamheta
 Description of Property : **3542 sq.mtr. or 0.3542 Hect. pertaining to Khasra Nos. 1471(Area 0.0066 hect.), 1483 (Area 0.1140 hect.), 1484 (Area 0.0702 hect.), 1485 (Area 0.1634 hect.) falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens", situated at Village Shahpur Bamheta, Ghaziabad**
 Area of Property : **3542 Sq. Meter**
 Status of Road : 24 Meter Wide
 Sale Consideration : **Rs 5,13,60,000/-**
 Govt. Circle Rate : Rs. 14500/- per Sq. Meter

PARTICULAR OF VENDOR:-

M/s SMV Agencies Pvt. Ltd., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862 ,Mahalaxmi Market ,chandni chowk , Delhi-110006 represented through its Authorized Signatory **Mr. Shashank Varshney S/o Shri Rajkumar Varshney** authorized vide resolution dated 26-12-14 (PAN No. AAACS3405J).

PARTICULAR OF VENDEE:-

M/s SB LANDCON PVT. LTD., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 59, SHIVA KHAND VISHWAKARMA NAGAR DELHI-110095 represented through its Director **Mr. RUPESH AGGARWAL S/o SH. SUBHASH CHAND AGGARWAL** authorized vide resolution dated 17.12.2014 (PAN No. AATCS9036L).

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For S. B. Landcon (P) Ltd.

Director/Chairman

विक्रय पत्र

51,360,000.00 / 51,360,000.00 10,000.00 100 10,100.00 5,000

प्रतिफल

मालियत

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री मै0 एस0 बी लैण्डकॉन प्रा0 लि0 द्वारा रूपेश अग्रवाल

पुत्र श्री सुभाष चन्द अग्रवाल

व्यवसाय व्यापार/अन्य/स्त्री

निवासी म्थारी 59 शिवा खण्ड विश्वकर्मा नगर दिल्ली
अम्थारी पनाने यह लेखपत्र इस कार्यालय में दिनांक 14/1/2015 समय 4:11PM
वजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

14/1/2015

निष्पादन लेखपत्र वाद मुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त
विक्रेता

क्रेता

श्री मै0 एस0 एम0 वी द्वारा शशांक वाष्पास
पुत्र श्री राजकुमार वाष्पास
पेशा व्यापार/अन्य/स्त्री
निवासी 1862 महालक्ष्मी मार्किट चौक
दिल्लीश्री मै0 एस0 बी लैण्डकॉन प्रा0 लि0 द्वारा रूपेश
अग्रवाल
पुत्र श्री सुभाष चन्द अग्रवाल
पेशा व्यापार/अन्य/स्त्री
निवासी 59 शिवा खण्ड विश्वकर्मा नगर दिल्ली

ने निष्पादन ग्रीकार किया।

जिनकी पहचान श्री पवन गर्ग

पुत्र श्री विषेशार राम

पेशा

निवासी डी-1/ए/85 जनकपुरी दिल्ली

व श्री अभित कुमार सिंह

पुत्र श्री धर्मपाल

पेशा व्यापार/अन्य/स्त्री

निवासी 12 तहसील कम्पा गाबाद

ने की।

प्रत्यक्षतः गैर माक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव

उप निबन्धक, प्रथम

गाजियाबाद

SALE DEEDTotal Sale Consideration Rs 5,13,60,000/-Stamp Duty @ 7% Rs. 35,96,000/-

THIS DEED OF SALE is executed at Ghaziabad on this 14th day of January in the year 2015 by **M/s SMV Agencies Pvt. Ltd.**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi represented through its Authorized Signatory **Mr. Shashank Varshney S/o Shri Rajkumar Varshney** authorized vide resolution dated 26-12-14 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents **M/s Jaipuria Advance Technologies Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Cosmetics Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Vibhu Drinks Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab hereinafter referred to as the "**Vendor**" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

IN FAVOUR OF

M/s SB Landcon Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 59, SHIVA KHAND VISHWAKARMA NAGAR DELHI-110095 represented through its Director **Mr. RUPESH AGGARWAL S/o SH. SUBHASH CHAND AGGARWAL** hereinafter referred to as the "**Vendee**" of the Second Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their executors, administrators, successors and assigns).

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For S. B. Landcon (P) Ltd.

Director/Chairman

विक्रेता

Registration No.: 272

Year : 2,015

Book No. : 1

0101 मै0 एस0 एम्0 वी द्वारा शशांक वाष्णेश
राजकुमार वाष्णेश
1862 महालक्ष्मी मार्केट बॉदनी रोड दिल्ली
व्यापार/अन्य/स्त्री



WHEREAS under the leadership of **M/s SMV Agencies Private Limited** (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia **M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Vibhu Drinks Private Limited** as constituent company(s), who purchased several pieces of land including the subject matter of this Deed, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered *with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to M/s SMV Agencies Pvt. Ltd., as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.*

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the Vendor has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipuria Sunrise Greens at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

For SMV Agencies Pvt. Ltd.

Manager/Authorized Signatory

For S. B. Landcon (P) Ltd.

Director/Chairman

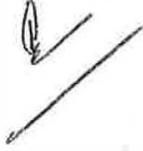
क्रेता

Registration No. : 272

Year : 2,015

Book No. : 1

0201 मै0 एस0 बी लैण्डकॉन प्रा0 लि0 द्वारा रूपेश अग्रवाल
सुभाष चन्द अग्रवाल
59 शिवा खण्ड विश्वकर्मा नगर दिल्ली
व्यापार/अन्य/स्त्री



AND WHEREAS the land pertaining to this sale deed is falling in the developed plot **GH-02** of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot **GH-02** has been sanctioned by the Ghaziabad Development Authority vide its letter **Ref. 17/M.P/2014** dated **29.09.2014**.

AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. is entitled to sign & execute Agreement to Sell, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. has empowered its authorized signatory **Mr. Shashank Varshney S/o Shri Rajkumar Varshney** authorized vide resolution dated 26-12-14 to execute the sale deeds.

AND WHEREAS the Vendee confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the Vendor for setting up an Integrated Township. The Vendee has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the Vendor in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

AND WHEREAS the Vendor has agreed to sell and transfer land admeasuring **3542 sq.mtr. or 0.3542 Hect. Comprising of Tower No. S1 and CH-1** as per the approved plan **Ref. 17/M.P/2014** dated **29.09.2014** of **GH-02** falling in undivided and impartible land bearing Khasra Nos. **1471 (Area 0.0066 hect.), 1483 (Area 0.1140 hect.), 1484 (Area 0.0702 hect.), 1485 (Area 0.1634 hect.)** falling in **GH Plot No. 02** in the Township known as "**Jaipuria Sunrise Greens**" H Block, situated at village **Shahpur Bamheta, Ghaziabad, U.P.** shown and marked in Red colour in the Plan attached hereto (hereinafter referred to

For SMV Agencies Pvt. Ltd.
 L. G. Varshney
 Authorized Signatory

For S. B. Landcon (P) Ltd.
 Director/Chairman

as the said Site/Land) with all rights of the said Site/Land to the Vendee free from all kind of encumbrances, charges and liens etc. for total sale consideration amount of **Rs 5,13,60,000/- (Rupees Five Crore Thirteen Lacs Sixty Thousand only)**. To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the Vendee shall not be entitled for constructing the boundary wall making sub division of GH-02 the said land is laying vacant.

AND WHEREAS the Vendor has represented to the Vendee that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and free from all kind of encumbrances and has full right, power and authority to sell and transfer the said Site/Land.

AND WHEREAS the Vendee has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the Vendor in respect of the same.

AND WHEREAS the Vendor has decided to sell the said Site/Land to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER :

1. That the Vendee has paid to the Vendor total sale consideration of **Rs 5,13,60,000/- (Rupees Five Crore Thirteen Lacs Sixty Thousand only)** as full & final payment of Sale Consideration for the said Site/Land, the details of which are given below

S.No	Cheque No./ RTGS	Drawn On	Amount (Rs.)
1	UTIBH14211081271	Axis Bank Limited	50,00,000/-
2	UTIBH14258055842	Axis Bank Limited	1,50,00,000/-
3	UTIBH14258067191	Axis Bank Limited	78,00,000/-
4	UTIBH14265077101	Axis Bank Limited	50,00,000/-
5	Ch. No. 038735	Axis Bank Limited	35,60,000/-
6	Ch. No. 038736	Axis Bank Limited	1,44,86,400/-
7	TDS Challan No. 30201	Axis Bank Limited	5,13,600/-
8	Total Amount		5,13,60,000/-

For S. B. Landcon (P) Ltd.

Manager/ Auth. Signatory

For S. B. Landcon (P) Ltd.

Director/Chairman

2. The Vendor does hereby grant, sell, convey and transfer the said Site/Land on ownership basis to the Vendee free from all encumbrances. The Vendee can mortgage the said site/land to avail the loan/finances from the Banks/Financial Institutions for their project.
3. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site/Land in favour of any one. The Vendor has neither given any security or surety for any one on the basis of the said Site/Land nor entered into any Agreement of the said Site/Land with anyone else nor is any court case or arbitration or any other legal proceedings pending at any place in respect of the said Site/Land.
4. That the Vendor has assured the Vendee that the said Site/Land is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same.
5. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.
6. The Vendor will not be liable and responsible for any unapproved & unauthorized construction to be made on the said Site/Land or in any other manner whatsoever by the Vendee, if any.

For SMCU A. S. S. Pvt. Ltd.

Manager/Auth. Signatory

For S. B. Landcon (P) Ltd.

Director/Chairman



Rajesh
 RAJESH K.
 TENSIL GHAZIABAD (U.P.)



7. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendor shall be liable to pay the same for the GH-02 and the entire township before the date of transfer of the said Site/Land. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be, the vendee shall be liable to pay the same for the said Site/Land and on pro-rata basis for the entire township after the date of transfer of the said Site/Land.
8. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act and any tax liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is cause due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.
9. That the Vendor covenants that this Sale Deed is executed in all entirety, however to the stipulations and covenants herein contained for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
10. That the Vendee shall also be bound to construct earthquake resistant building as per I.S. code.

[Signature]
 Member of the Board
 S. B. Landcon (P) Ltd.

For S. B. Landcon (P) Ltd.
[Signature]
 Director/Chairman



[Signature]
 Advocate
 Ghaziabad (U.P.)

11. The provisions for rain water harvesting is mandatory to be carried out by the Vendee.
12. The Vendee shall not be allowed to sub divided the said Site/Land in any manner, the Vendee shall be entitled to book the apartments to its buyers along with the undivided share in land.
13. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees / Residential Welfare Association (RWA).
14. That the Vendee and / or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Vendor (or its nominee/agency as appointed by the Vendor) Township Maintenance Charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allotees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the said site or as per the prevailing rates for the township maintenance.

For S. B. Landcon (P) Ltd.

Managing Director/Secretary

For S. B. Landcon (P) Ltd.

Director/Chairman

15. That the services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at boundary of the Plot GH-02 by the Vendor. These services will be completed at least six months before completion of construction of any of its tower by the Vendee and the Vendee shall be responsible for the distribution of the services mentioned above inside the boundary of said Site/Land at its own cost.
16. That the Vendor will provide uninterrupted connectivity to all the inhabitants of the said site/land (on 24 meters wide road at all times and the Vendee and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the Vendor.
17. It is recorded the Vendor has this day delivered the actual physical vacant possessions of the said Site/Land to the Vendee.
18. That the parking shall be provided by the Vendee to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
19. That the Vendee shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers after obtaining the occupancy /completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority
20. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.

For S.M.V. Associates Pvt. Ltd.

Manager/Asst. Secretary

For S. B. Landon (P) Ltd.

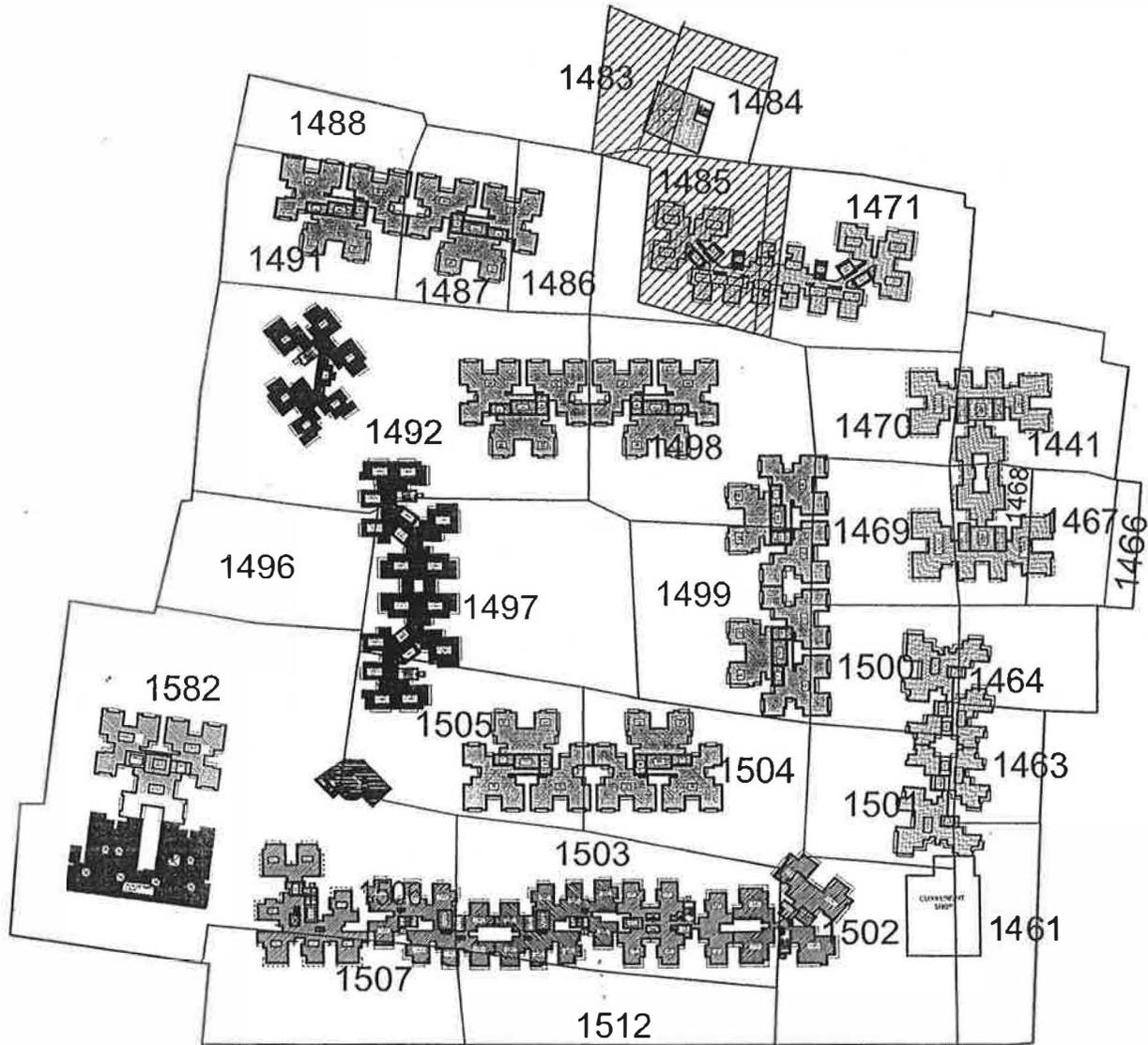
Director/Chairman

21. That the Vendee shall comply all provisions of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 and Rules 2011 framed there under and shall Act as "Promoter" and discharge all the duties, obligations as contained in the said Act.
22. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/RWA. The Vendor shall not be liable and responsible for the same.
23. The Vendor Shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees / Flat Buyers or between the Vendee and any other Agency etc. involved in the connection with said Site/Land or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.
24. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site/Land and in the area within the said Site/Land.
25. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the land/flats/Apartments and applicable rule, regulations or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
26. That the Vendee shall be bound by all terms and conditions of this Deed.

FOR SBA
Signature
Director/Chairman

FOR S. B. Lankron (P) Ltd.
Signature
Director/Chairman

THIS MAP IS AN ACCORDANCE TO THE SACNTIONED PLAN FROM GHAZIABAD DEVELOPMENT AUTHORITY 65/ZONE-5/2014-15,1-07-2014



TOTAL HATCHED AREA-3542 SQ.MT
TOWERS -S1&CH-01
GH-02 ,JAIPURIA SUNRISE GREENS

NOT TO SCALE

For S. B. Landcon (P) Ltd.
[Signature]

For S. B. Landcon (P) Ltd.
[Signature]
Director/Chairman

VENDOR

VENDEE

27. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Resident Welfare Association (RWA) jointly and severally.
28. That the expenses towards payment of stamp duty, registrati charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.
29. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

[Faint signature and text]

For S. B. Landson (P) Ltd.

[Signature]
Director/Chairman



IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day, month year first above written in the presence of the following witnesses.

For S.M.V. ...

Manager/...

VENDOR

For S. B. Landson (P) Ltd.

Director/Chairman

VENDEE

WITNESSES :



Pawan Kumar

Pawan Kumar s/o SR. Visheshwar Ram
II-1/A/85, Janakpuri Delhi-58



...

Amit Kr. Singh
Sharam Pal
Ch. No. 12, Tehsil Com, GZB.

DRAFTED BY :- *Rakesh Kumar Sharma*

RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, Chamber No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.).

दिनांक 14/01/2015 को
 जिल्ला सं. 12625
 पृष्ठ सं. 65 से 92 पर क्रमांक 272
 रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
 उप निबन्धक, प्रथम
 गाजियाबाद
 14/1/2015





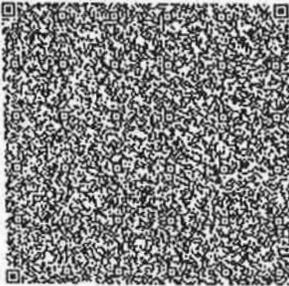
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp **Annexure R-14**

Certificate No.	: IN-UP00846029654568N
Certificate Issued Date	: 21-Jan-2015 04:46 PM
Account Reference	: SHCIL (FI) upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPSHCIL0101017367143889N
Purchased by	: MESSERS WALLROCK INFRAHOME PVT LTD
Description of Document	: Article 23 Conveyance
Property Description	: LAND MEASURING 7084 SQ MTR GH PLOT NO-2 BLOCK-H JAIPURIA SUNRISE GREENS VILLAGE SHAHPUR BEMHETA GZB
Consideration Price (Rs.)	: 10,27,18,000 (Ten Crore Twenty Seven Lakh Eighteen Thousand only)
First Party	: MESSERS SMV AGENCIES PVT LTD
Second Party	: MESSERS WALLROCK INFRAHOME PVT LTD
Stamp Duty Paid By	: MESSERS WALLROCK INFRAHOME PVT LTD
Stamp Duty Amount(Rs.)	: 71,91,000 (Seventy One Lakh Ninety One Thousand only)



Verified By

(Chandra Mohan)
Registration Clerk
Sadar-1st, Ghaziabad

Locked By

(Sanjay Shrivastava)
Sub-Registrar
Sadar-1st, Ghaziabad

.....Please write or type below this line.....

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For WALL ROCK INFRA HOME PVT. LTD.

Director

0000364182

Statutory Alert:

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.

BRIEF PARTICULAR OF SALE DEED

Nature of property : Residential
 Ward / Paragna : Dasna
 Mohalla / Village : Shahpur Bamheta
 Description of Property : 7084 sq.mtr. or 0.7084 Hect. pertaining to Khasra Nos. 1485 (Area 0.0766 hect.), 1486 (Area 0.1420 hect.), 1487 (Area 0.0150 hect.), 1492 (Area 0.3498 hect.), 1498 (Area 0.1250 hect.) falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens", situated at Village Shahpur Bamheta, Ghaziabad
 Area of Property : 7084 Sq. Meter
 Status of Road : 24 Meter Wide
 Sale Consideration : Rs 10,27,18,000/-
 Govt. Circle Rate : Rs. 14500/- per Sq. Meter

PARTICULAR OF VENDOR:-

M/s SMV Agencies Pvt. Ltd., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862 ,Mahalaxmi Market ,chandni chowk , Delhi-110006 represented through its Authorized Signatory **Mr. Shashank Varshney S/o Shri Rajkumar Varshney** authorized vide resolution dated 26-12-14 (PAN No. AAACS3405J)

PARTICULAR OF VENDEE:-

M/S WALLROCK INFRAHOME PVT LTD. a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 4348/58 2nd Floor Padam Singh Road, Karol Bagh Delhi-110005 represented through its Director **Mr. GIRISH CHOPRA S/o LATE SHRI MANOHAR LAL CHOPRA** authorized vide resolution dated 17.11.2014 (PAN No. AABCW5631R)

For **SMV Agencies Pvt. Ltd.**

(Signature)
 Authorized Signatory

For **WALL ROCK INFRA HOME PVT. LTD.**

(Signature)

Director

विक्रय पत्र

102,718,000.00 / 102,718,000.00 10,000.00 100 10,100.00 5,000

प्रतिफल मालियत फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री मै0 वालरोक इन्फ्रा0 प्रा0 लि0 गिरीश चौपडा
पुत्र श्री स्व0 मनोहर लाल चौपडा

व्यवसाय व्यापार/अन्य/स्त्री

निवासी थायी 4348/58 ॥ फलौर पदम सिंह रोड करोल बाग दिल्ली
अस्थायी पना

ने यह लेखपत्र इस कार्यालय में दिनांक 5/2/2015 समय 2:58PM

वजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक, प्रथम

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त
विक्रेता क्रेताश्री मै0 एस0 एम0 वी0 द्वारा शशोक वाष्ण्य
पुत्र श्री राजकुमार वाष्ण्य
पेशा व्यापार/अन्य/स्त्री
निवासी 1862 महालक्ष्मी मार्केट चौदनी चौक
दिल्लीश्री मै0 वालरोक इन्फ्रा0 प्रा0 लि0 गिरीश चौपडा
पुत्र श्री स्व0 मनोहर लाल चौपडा
पेशा व्यापार/अन्य/स्त्री
निवासी 4348/58 ॥ फलौर पदम सिंह रोड करोल
बाग दिल्ली

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री रोशन लाल
पुत्र श्री अशोक कुमार
पेशा व्यापार/अन्य/स्त्री

निवासी चै012 तहसील कम्पा गाबाद

व श्री अमित कुमार सिंह
पुत्र श्री धर्मपाल

पेशा व्यापार/अन्य/स्त्री

निवासी चै012 तहसील कम्पा गाबाद

ने की।

पत्थर/पाट साक्षियों के निशान अंगूठे नियमानुसार लिखे गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक, प्रथम
गाजियाबाद

विक्रय पत्र

102,718,000.00 / 102,718,000.00 10,000.00 100 10,100.00 5,000
 प्रतिफल मालियत फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

श्री मै० बालरोक इन्फ्रा० प्रा० लि० गिरीश चौपडा
 पुत्र श्री स्व० मनोहर लाल चौपडा
 व्यवसाय व्यापार/अन्य/स्त्री
 निवासी 4348/58 ॥ फलौर पदम सिंह रोड करोल बाग दिल्ली
 अस्थायी पता
 ने यह लेखपत्र इस कार्यालय में दिनांक 5/2/2015 समय 2:58PM
 वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक, प्रथम

गाजियाबाद

5/2/2015

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त
 विक्रेता क्रेता

श्री मै० एस० एम० वी० द्वारा शशांक वाष्ण्य
 पुत्र श्री राजकुमार वाष्ण्य
 पेशा व्यापार/अन्य/स्त्री
 निवासी 1862 महालक्ष्मी मार्केट चौदनी चौक
 दिल्ली



श्री मै० बालरोक इन्फ्रा० प्रा० लि० गिरीश चौपडा
 पुत्र श्री स्व० मनोहर लाल चौपडा
 पेशा व्यापार/अन्य/स्त्री
 निवासी 4348/58 ॥ फलौर पदम सिंह रोड करोल
 बाग दिल्ली



ने निष्पादन स्वीकार किया।

जिनाकी पहचान श्री रोशन लाल
 पुत्र श्री अशोक कुमार
 पेशा व्यापार/अन्य/स्त्री

निवासी वै०12 तहसील कम्पा गाबाद

व श्री अमित कुमार सिंह
 पुत्र श्री धमपाल

पेशा व्यापार/अन्य/स्त्री

निवासी वै०12 तहसील कम्पा गाबाद

ने की।

पक्षधरों भद्र साक्षियों के निशान अगुटे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक, प्रथम

गाजियाबाद

3

SALE DEED**Total Sale Consideration Rs 10,27,18,000/-****Stamp Duty Paid Rs 71,91,000/-**

THIS DEED OF SALE is executed at Ghaziabad on this 04th day of February in the year 2015 by **M/s SMV Agencies Pvt. Ltd.**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi represented through its Authorized Signatory **Mr. Shashank Varshney S/o Shri Rajkumar Varshney** authorized vide resolution dated 26-12-14 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents **M/s Vibhu Drinks Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab and **M/s Exponent Conbuild Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 94, book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab and **M/s Jaipuria Advance Technologies Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Jaipuria Cosmetics Private Limited** through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and **M/s Banke Bihari Infrastructure Developers Private Limited** through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwa vide document no./Vasika no.53, book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwa vide document no./Vasika no 97, book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab hereinafter referred to as the "**Vendor**" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns).

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For WALL ROCK INFRA HOME PVT. LTD.

Gurinder Chohan

Director

167

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576**IN FAVOUR OF**

M/S WALLROCK INFRAHOME PVT LTD. a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 4348/58 2nd Floor Padam Singh Road Karol Bagh Delhi-110005 represented through its Director **Mr. GIRISH CHOPRA S/o LATE SHRI MANOHAR LAL CHOPRA** hereinafter referred to as the "**Vendee**" of the Second Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their executors, administrators, successors and assigns).

WHEREAS under the leadership of **M/s SMV Agencies Private Limited** (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia **M/s Vibhu Drinks Private Limited, M/s Exponent Conbuild Private Limited, M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Banke Bihari Infrastructure Developers Private Limited**, as constituent company(s), who purchased several pieces of land including the subject matter of this Deed, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to **M/s SMV Agencies Pvt. Ltd.**, as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the Vendor has been sanctioned by the Ghaziabad Development Authority.

For **SMV Agencies Pvt. Ltd**

Authorised Signatory

For **WALL ROCK INFRA HOME PVT. LTD.**

Girish Chopra

Director

577

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said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the Vendee shall not be entitled for constructing the boundary wall making sub division of GH-02 the said land is laying vacant.

AND WHEREAS the Vendor has represented to the Vendee that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and free from all kind of encumbrances and has full right, power and authority to sell and transfer the said Site/Land.

AND WHEREAS the Vendee has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the Vendor in respect of the same.

AND WHEREAS the Vendor has decided to sell the said Site/Land to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER :

1. That the Vendee has paid to the Vendor total sale consideration of **Rs. 10,27,18,000/- (Rupees Ten Crore Twenty Seven Lac Eighteen Thousand Only)** as full & final payment of Sale Consideration for the said Site/Land, the details of which are given below :-

S.No	Cheque No.	Drawn On	Amount (Rs.)
1	724508	State Bank of Hyderabad, Vaibhav Khand, Indirapuram, Gzb	1,34,92,820.
2	724509	State Bank of Hyderabad, Vaibhav Khand, Indirapuram, Gzb	81,98,000.
3	724514	State Bank of Hyderabad, Vaibhav Khand, Indirapuram, Gzb	2,00,00,000
4	724515	State Bank of Hyderabad, Vaibhav Khand, Indirapuram, Gzb	2,00,00,000
5	724516	State Bank of Hyderabad, Vaibhav Khand, Indirapuram, Gzb	2,00,00,000
6	724517	State Bank of Hyderabad, Vaibhav Khand, Indirapuram, Gzb	2,00,00,000
	TDS Chalan No. 01068	SBH dt. 03.02.2015	4,80,000
	TDS Chalan No. 01084	SBH dt. 03.02.2015	4,80,000
	TDS Chalan No. 00258	SBH dt. 04.02.2015	67,180
		Total Amount	10,27,18,000

For SMD Agencys Pvt. Ltd
 Authorised Signatory

For WALL ROCK INFRA HOME PVT. LTD.

(Signature)

Director

169

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578

Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act and any tax liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is cause due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.

- 9. That the Vendor covenants that this Sale Deed is executed in all entirety, however to the stipulations and covenants herein contained for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
- 10. That the Vendee shall also be bound to construct earthquake resistant building as per I.S. code.
- 11. The provisions for rain water harvesting is mandatory to be carried out by the Vendee.
- 12. The Vendee shall not be allowed to sub divided the said Site/Land in any manner, the Vendee shall be entitled to book the apartment/constructions to its buyers along with the undivided share in land.
- 13. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees / Residential Welfare Association (RWA).

for SMV Agencies Pvt. Ltd.
[Signature]
 Authorised Signatory

For WALL ROCK INFRA HOME PVT. LTD.
[Signature]
 Director



Rakesh K. Sharma
 ADVOCATE

25. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the land/flats/Apartments and applicable rule, regulations or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
26. That the Vendee shall be bound by all terms and conditions of this Deed.
27. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Resident Welfare Association (RWA) jointly and severally.
28. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.
29. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

For SMV Agencies Pvt. Ltd.

Authorised Signatory

For WALL ROCK INFRA HOME PVT. LTD.

Director

Director

IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day, month year first above written in the presence of the following witnesses.

For SMD Agencies Pvt. Ltd.

Authorized Signatory

VENDOR

For WALL ROCK INFRA HOME PVT. LTD.

[Handwritten Signature]

Director

VENDEE

WITNESSES :-

1.



Rakesh Kumar
ADVOCATE
TEHSIL GHAZIABAD (U.P.)

2.



Rakesh Kumar
TEHSIL GHAZIABAD (U.P.)

[Handwritten Signature]

ROSHAN LAL
S/o Ashok Kumar
Ch. No. 12 Tehsil
Compound GZB.

[Handwritten Signature]

Amit Kr. Singh
Sh. Dharam Pal
Ch. No. 12, Tehsil Com., GZB.

DRAFTED BY :-

RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, Chamber No. 12,
TEHSIL COMPOUND GHAZIABAD (U. P.).

आज दिनांक 05/02/2015 को

वही सं 1 जिल्द सं 12676

पृष्ठ सं 1 में 26 पर क्रमांक 750

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उप निबन्धक, प्रथम

गाजियाबाद

5/2/2015





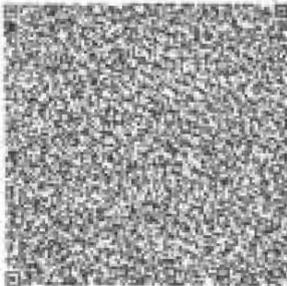
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp **Annexure R-15**

Certificate No.	: IN-UP00857334808301N
Certificate Issued Date	: 28-Jan-2015 04:57 PM
Account Reference	: SHCIL (FI) upshci01 / GHAZIABAD/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUPSHCIL0101032034932898N
Purchased by	: MESSERS PARAKH INFRASTRUCTURE PVT LTD
Description of Document	: Article 23 Conveyance
Property Description	: LAND AREA 5176 SQ MTR GH PLOT NO-2 BLOCK-H JAIPURIA SUNRISE GREENS VILLAGE SHAHPUR BAMHETA GHAZIABAD
Consideration Price (Rs.)	: 7,50,52,000 (Seven Crore Fifty Lakh Fifty Two Thousand only)
First Party	: MESSERS SMV AGENCIES PVT LTD
Second Party	: MESSERS PARAKH INFRASTRUCTURE PVT LTD
Stamp Duty Paid By	: MESSERS PARAKH INFRASTRUCTURE PVT LTD
Stamp Duty Amount(Rs.)	: 52,64,000 (Fifty Two Lakh Sixty Four Thousand only)



Verified By

(Chandra Mohan)
Registration Clerk
Sadar-Ist, Ghaziabad

Looked By

(Sanjay Shrivastava)
Deputy Registrar
Sadar-Ist, Ghaziabad

Please write or type below this line

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For PARAKH INFRASTRUCTURE PVT. LTD.

Director

0000364354

Statutory Alert

1. The document is an e-Stamp Certificate issued by the e-Stamp portal www.ahonestamp.com. Any discrepancy in the details on this Certificate and as per the details on the e-Stamp portal shall render it invalid.
2. The onus of checking the legitimacy is of the user of this certificate.
3. In case of any discrepancy please, show the Registrar's Authority.

2

BRIEF PARTICULAR OF SALE DEED

Nature of property : Residential
 Ward / Paragna : Dasna
 Mohalla / Village : Shahpur Bamheta
 Description of Property : 5176 sq.mtr. or 0.5176 Hect. pertaining to Khasra Nos. 1461 (Area 0.0146 hect.), 1463 (Area 0.0790 hect.), 1464 (Area 0.1140 hect.), 1500 (Area 0.1500 hect.), 1501 (Area 0.1600 hect.) falling in plot GH Plot No.2 in H Block in the Township known as "Jaipuria Sunrise Greens", situated at Village Shahpur Bamheta, Ghaziabad.
 Area of Property : 5176 Sq. Meter
 Status of Road : 24 Meter Wide
 Sale Consideration : Rs.7,50,52,000/-
 Govt. Circle Rate : Rs.14,500/- per Sq. Meter

PARTICULAR OF VENDOR:-

M/s SMV AGENCIES PVT. LTD., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862, Mahalaxmi Market, chandni chowk, Delhi-110006 represented through its Authorized Signatory Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY authorized vide resolution dated 26.12.2014 (PAN No. AAACS3405J).

PARTICULAR OF VENDEE:-

M/S PARAKH INFRASTRUCTURE PVT LTD. a Company incorporated under the provisions of Companies Act, 1956 having its registered office at G-13, Gall No.-5, West Arjun Nagar, Delhi-110051 represented through its Director Mr. RAVI JAIN S/o SH. LATE SHRI S.C. JAIN authorized vide resolution dated 29.11.2014 (PAN No. AAACP5324R).

SALE DEED

Total Sale Consideration Rs 7,50,52,000/-
Stamp Duty Rs 52,64,000/-

The Stamp Duty paid was adjudicated by Shri G. P. SINGH, Assistant Commissioner (Stamp) Ghaziabad vide his Order No. 194 dated 27.01.2015 passed under Section 31 of Indian Stamp Act 1899.

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For PARAKH INFRASTRUCTURE PVT. LTD.

Director

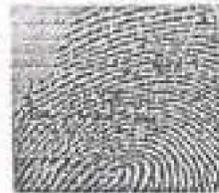
विवाह पत्र

75,05,000.00 / 75,052,000.00 10,000.00 100 10,000.00 5,000

प्रतिपन्न मंगलपत्र
श्री १७ परख इन्फा० द्वारा रवि जैन
पुत्र श्री स्व स्वतः श्री जैन

पं० १००० ५००० ००० ००० ०००

व्यवसाय व्यवसाय/अन्य/स्त्री
निवासी स्थान जी-13 वेस्ट अर्जुन नगर दिल्ली
शुभमं १०
ने १५/११/१९८६ ईश्वर आश्रम
वर्ष 30/1/2015 समय 4:50PM
वर्ष 30/1/2015 समय 4:50PM

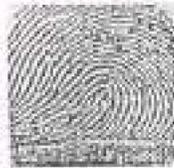


गिस्टीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबंधक प्रथम
गाजियाबाद
30/1/2015

निष्पादन लेखपत्र वाद मुनने व समझने मजबूत व पाठ्य धनराशि रु. अलेखानुसार उक्त
विक्रय

श्री श्री एम० एस० एम० सी० द्वारा शाशांक वरिष्ठ
पुत्र श्री राजकुमार वाष्ठीय
पेशा व्यापार/अन्य/स्त्री
निवासी 1862 महात्माजी मार्किट चांदनी चौक
दिल्ली



श्री श्री परख इन्फा० द्वारा रवि जैन
पुत्र श्री स्व स्वतः श्री जैन
पेशा व्यापार/अन्य/स्त्री
निवासी जी-13 वेस्ट अर्जुन नगर दिल्ली



ने निष्पादन स्वीकार किया ।
जिनकी पहचान श्री रोशन खान
पुत्र श्री अशोक कुमार
पेशा व्यापार/अन्य/स्त्री
निवासी सहस्रील क० गाबाद
व श्री अमित
पुत्र श्री धर्मपाल
पेशा व्यापार/अन्य/स्त्री
निवासी सहस्रील क० गाबाद
ने की ।



* प्रत्यक्षतः भद्र मार्गियों के निष्पादन अंगुठे निचयानुसार लिपे गये हैं।

गिस्टीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबंधक प्रथम
गाजियाबाद

THIS DEED OF SALE is executed at Ghaziabad on this 30th day of January in the year 2015 by M/s SMV Agencies Pvt. Ltd., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahatma Market, Bhagirathi Palace, Chandni Chowk, Delhi represented through its Authorized Signatory Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY authorized vide resolution dated 28.12.2014 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents M/s Vibhu Drinks Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab and M/s Jaipuria Duro Build Private Limited through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwa vide document no./Vasika no.62 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s SMV Realtors Private Limited through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwa vide document no./Vasika no.60, book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s Jaipuria Advance Technologies Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s Jaipuria Cosmetics Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no./Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s Surya Vaibhav Developers Private Limited through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwa vide document no./Vasika no.64 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Itesh Patwa S/o Sh. S.C. Patwa vide document no./Vasika no. 96 book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab, hereinafter referred to as the "Vendor" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For PARAKH INFRASTRUCTURE PVT. LTD.

Director

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IN FAVOUR OF

M/S PARAKH INFRASTRUCTURE PVT LTD. a Company incorporated under the provisions of Companies Act, 1956 having its registered office at G-13, Gali No.-5, West Arjun Nagar, Delhi-110051 represented through its Director Mr. RAVI JAIN S/o SH. LATE SHRI S.C JAIN hereinafter referred to as the "Vendee" of the Second Part (which expression shall unless repugnant to the meaning or context thereof include his/her/their executors, administrators, successors and assigns)

WHEREAS under the leadership of **M/s SMV Agencies Private Limited** (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter-alia **M/s Vibhu Drinks Private Limited, M/s Jaipuria Duro Build Private Limited, M/s SMV Realtors Private Limited, M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Surya Vaibhav Developers Private Limited** as constituent company(s), who purchased several pieces of land including the subject matter of this Deed, in Revenue village Shahpur Bamheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vividh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to **M/s SMV Agencies Pvt. Ltd.**, as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the Vendor has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipura Sunrise Greens at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

For **SMV Agencies Pvt. Ltd.**

Authorised Signatory

For **PARAKH INFRASTRUCTURE PVT. LTD.**

Director

AND WHEREAS the land pertaining to this sale deed is falling in the developed plot GH-02 of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot, GH-02 has been sanctioned by the Ghaziabad Development Authority vide its letter Ref. 17/M.P/2014 dated 29.09.2014.

AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. is entitled to sign & execute Agreement to Sell, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. has empowered its authorized signatory Mr. Shashank Varshney S/o Shri Rajkumar Varshney authorized vide resolution dated 26.12.2014 to execute the sale deeds.

AND WHEREAS the Vendee confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the Vendor for setting up an Integrated Township. The Vendee has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the Vendor in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

AND WHEREAS the Vendor has agreed to sell and transfer land admeasuring 5176 sq.mtr. or 0.5176 Hect. Comprising of Tower No. K-1 and K-2 as per the approved plan Ref. 17/M.P/2014 dated 29.09.2014 of GH-02 falling in undivided and Impartible land bearing Khasra Nos. 1461 (Area 0.0146 hect.), 1463 (Area 0.0790 hect.), 1464 (Area 0.1140 hect.), 1500 (Area 0.1500 hect.), 1501 (Area 0.1600 hect.) falling in GH Plot No. 02 in the Township known as "Jaipuria Sunrise Greens" H Block, situated at village Shahpur Bamheta, Ghaziabad, U.P. shown and marked in Red colour in the Plan attached hereto (hereinafter referred to as the said Site/Land) with all rights of the said Site/Land to the Vendee free from all kind of encumbrances, charges and liens etc. for total sale consideration amount of Rs 7,50,52,000/- (Rupees Seven crore fifty lacs fifty two thousand only). To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the plan Annexed hereto. It will not be treated as sub division and the Vendee shall not be entitled for constructing the boundary wall making sub division of GH-02 the said land is laying vacant.

For SMV Agencies Pvt. Ltd.

Authorized Signatory

FOR PARAKH INFRASTRUCTURE PVT. LTD.

Director

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AND WHEREAS the Vendor has represented to the Vendee that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and free from all kind of encumbrances and has full right, power and authority to sell and transfer the said Site/Land.

AND WHEREAS the Vendee has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the Vendor in respect of the same.

AND WHEREAS the Vendor has decided to sell the said Site/Land to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER :-

1. That the Vendee has paid to the Vendor total sale consideration of Rs 7,50,52,000/- (Rupees Seven crore fifty lacs fifty two thousand only) as full & final payment of Sale Consideration for the said Site/Land, the details of which are given below:-

S.No	RTGS/Cheque No.	Drawn On	Amount (Rs.)
1	IBKLR92014080100087635	IDBI BANK	1,00,00,000/-
2	IBKLR92014092000030443	IDBI BANK	50,00,000/-
3	018478	IDBI BANK	50,00,000/-
4	018479	IDBI BANK	50,00,000/-
5	018480	IDBI BANK	50,00,000/-
6	018481	IDBI BANK	50,00,000/-
7	018482	IDBI BANK	50,00,000/-
8	018483	IDBI BANK	42,75,480/-
9	018484	IDBI BANK	50,00,000/-
10	018485	IDBI BANK	50,00,000/-
11	018486	IDBI BANK	50,00,000/-
12	018487	IDBI BANK	50,00,000/-
13	018488	IDBI BANK	50,00,000/-
14	018489	IDBI BANK	50,26,000/-
15	TDS CHALLAN No. 50535	IDBI BANK	7,50,520/-
		Total Amount	Rs7,50,52,000/-

For SMD Agencies Pvt. Ltd.

Authorised Signatory

For PARAKH INFRASTRUCTURE PVT LTD.

Director

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2. The Vendor does hereby grant, sell, convey and transfer the said Site/Land on ownership basis to the Vendee free from all encumbrances. The Vendee can mortgage the said site/land to avail the loan/finances from the Banks/Financial Institutions for their project.
3. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site/Land in favour of any one. The Vendor has neither given any security or surety for any one on the basis of the said Site/Land nor entered into any Agreement of the said Site/Land with anyone else nor is any court case or arbitration or any other legal proceedings pending at any place in respect of the said Site/Land.
4. That the Vendor has assured the Vendee that the said Site/Land is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same.
5. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.
6. The Vendor will not be liable and responsible for any unapproved & unauthorized construction to be made on the said Site/Land or in any other manner whatsoever by the Vendee, if any.
7. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendor shall be liable to pay the same for the GH-02 and the entire township before the date of transfer of the said Site/Land. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendee shall be liable to pay the same for the said Site/Land and on pro-rata basis for the entire township after the date of transfer of the said Site/Land.

for SMD Agencies Pvt. Ltd.

Authorized Signatory

for PARAKH INFRASTRUCTURE DEVELOPMENT

Director



TEHSIL GH...



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- 8. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of, from or against any loss, damages, costs, charges, claims or risk etc. that the Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act and any tax liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is cause due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.
- 9. That the Vendor covenants that this Sale Deed is executed in all entirety, however to the stipulations and covenants herein contained for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
- 10. That the Vendee shall also be bound to construct earthquake resistant building as per I.S. code.
- 11. The provisions for rain water harvesting is mandatory to be carried out by the Vendee.
- 12. The Vendee shall not be allowed to sub divided the said Site/Land in any manner, the Vendee shall be entitled to book the apartment/constructions to its buyers along with the undivided share in land.
- 13. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees / Residential Welfare Association (RWA).

For SMV Agencies Pvt. Ltd.

Authorised Signatory

For PARAKH INFRASTRUCTURE PVT. LTD.

Director



Rakesh K. Sharma
TEHSIL CHA...



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14. That the Vendee and / or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Vendor (or its nominee/agency as appointed by the Vendor) Township Maintenance Charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allottees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the said site or as per the prevailing rates for the township maintenance.
15. That the services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at boundary of the Plot GH-02 by the Vendor. These services will be completed at least six months before completion of construction of any of its tower by the Vendor and the Vendee shall be responsible for the distribution of the services mentioned above inside the boundary of said Site/Land at its own cost.
16. That the Vendor will provide uninterrupted connectivity to all the inhabitants of the said site/land (on 24 meters wide road at all times and the Vendee and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the Vendor.
17. It is recorded the Vendor has this day delivered the actual physical vacant possessions of the said Site/Land to the Vendee.

For SMV Agencies Pvt. Ltd

Authorized Signatory

For PARAKH INFRASTRUCTURE PVT. LTD.

Director

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18. That the parking shall be provided by the Vendee to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
19. That the Vendee shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers after obtaining the occupancy /completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority
20. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.
21. That the Vendee shall comply all provisions of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 and Rules 2011 framed there under and shall Act as "Promoter" and discharge all the duties, obligations as contained in the said Act.
22. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/RWA. The Vendor shall not be liable and responsible for the same.
23. The Vendor Shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees/Flat Buyers or between the Vendee and any other Agency etc. involved in the connection with said Site/Land or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.
24. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site/Land and in the area within the said Site/Land.

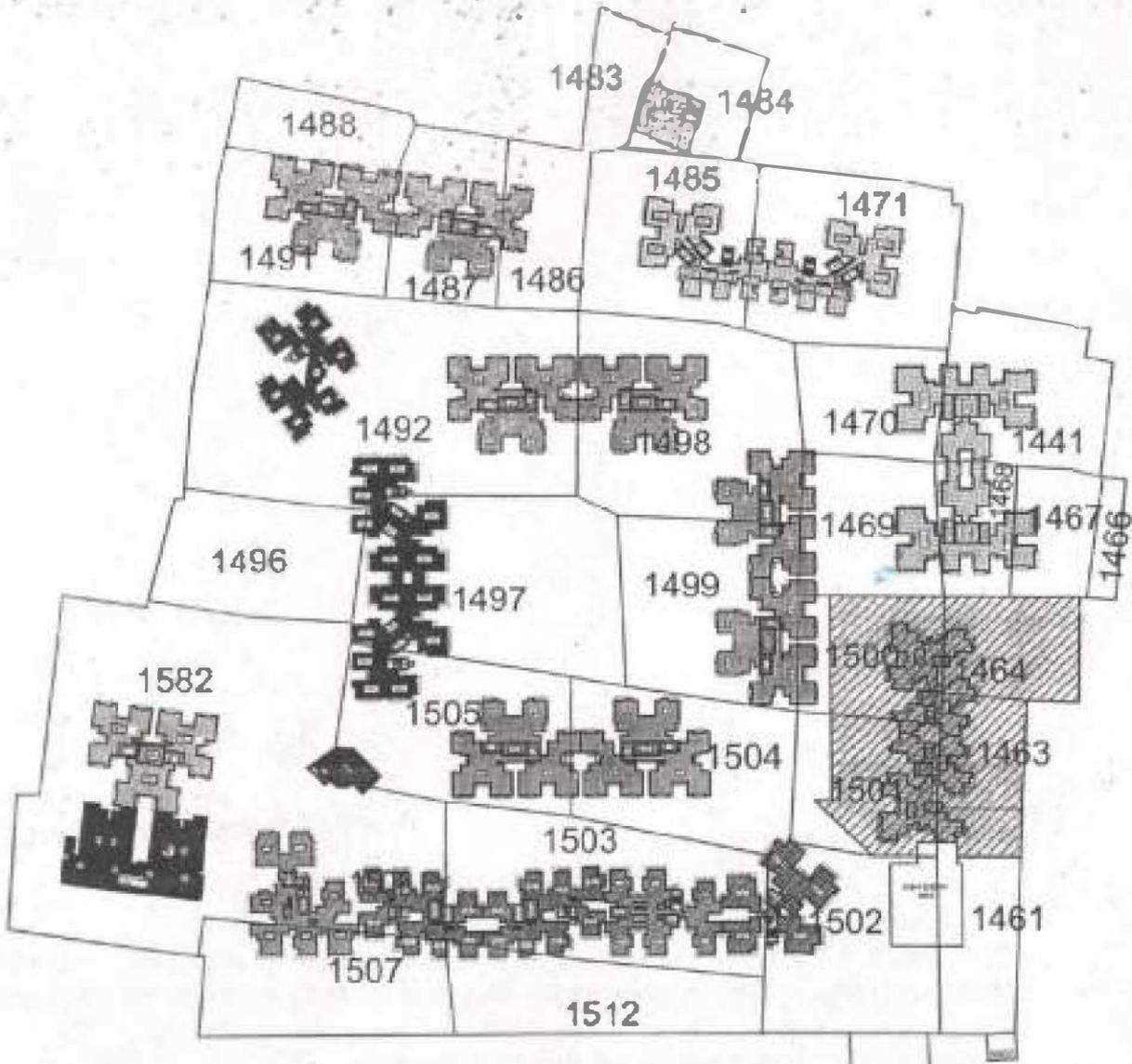
For SMI Agencas Pvt. Ltd.

Authorised Signatory

For PARAKH INFRASTRUCTURE PVT. LTD.

Director

THIS MAP IS AN ACCORDANCE TO THE SACNTIONED PLAN FROM GHAZIABAD DEVELOPMENT AUTHORITY.
65/ZONE-5/2014-15,1-07-2014



TOTAL HATCHED AREA-5176 SQ.MT
TOWERS -K1&K2
GH-02 ,JAIPURIA SUNRISE

NOT TO SCALE

For SMD Agencies Pvt. Ltd.

Authorized Signatory

VENDOR

For PARAKH INFRASTRUCTURE PVT.LTD.

VENDEE

Director

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25. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the land/flats/Apartments and applicable rule, regulations or direction by the competent authorities, and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
26. That the Vendee shall be bound by all terms and conditions of this Deed.
27. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Resident Welfare Association (RWA) jointly and severally.
28. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereon.
29. That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

For SMV Agencies Pvt. Ltd.

Authorised Signatory

For PARAKH INFRASTRUCTURE PVT. LTD.

Director

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IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day month year first above written in the presence of the following witnesses.

For SMD Agencies Pvt. Ltd.

VENDOR

Authorised Signatory

For PARAKH INFRASTRUCTURE PVT. LTD.

VENDEE

Director

WITNESSES:-

1.



Rakesh Kr. Sharma
TEHSIL GHAZIABAD (U.P.)

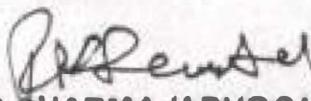
2.



Rakesh Kr. Sharma
TEHSIL GHAZIABAD (U.P.)


ROSHAN LAL
S/o Ashok Kumar
Ch. No. 12 Tehsil
Compound GZB.


Amit Kr. Singh
Sh. Dharam Pal
Ch. No. 12, Tehsil Com., GZB.

DRAFTED BY :- 
RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, Chamber No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.).

भारतीय राज्य अधिनियम व प्रो-घरान 32 (2) का प्रमाणित

अनुच्छेद 31 भारतीय राज्य अधिनियम, 1956 के अन्तर्गत प्रादेशिक क्षेत्रों के अन्तर्गत आदेश दिनांक 27.01.2015 के अनुसार प्रकथित दिशेष पर क्र. 5264000-का स्टाम्प शुल्क रूप पाया गया, जितने रक्षक द्वारा विधिपूर्वक अंश कर दिया गया है।

दिनांक 30-01-2015

अधिकारी
राजियाबाद

आज दिनांक 30/01/2015 को

वही सं. 1 जिल्द सं. 12663

पृष्ठ सं. 259 से 284 पर क्र. सं. 628

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवारसव

उप निबन्धक, प्रथम

राजियाबाद

30/1/2015





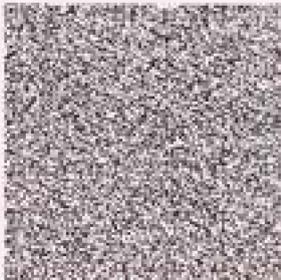
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp



Certificate No.	: IN-UP00056012432038N
Certificate Issued Date	: 29-Jan-2015 12:42 PM
Account Reference	: NONACC (BK/ up00056012432038N)
Unique Doc. Reference	: SUBIN-UPUPBOBK0201033256025103N
Purchased by	: MESSERS AROCON REAL ESTATE PVT LTD
Description of Document	: Article 23 Conveyance
Property Description	: LAND AREA 7007 SQ. MTR. GH PLOT NO-2, BLOCK-H, JAIPURIA SUNRISE GREENS, VILL-SHAHPUR GAMHETA, GZB
Consideration Price (Rs.)	: 102700000 (Ten Core Twenty Seven Lakh Sixty Two Thousand only)
First Party	: MESSERS SMV AGENCIES PVT LTD
Second Party	: MESSERS AROCON REAL ESTATE PVT LTD
Stamp Duty Paid By	: MESSERS AROCON REAL ESTATE PVT LTD
Stamp Duty Amount (Rs.)	: 5154500 (Fifty One Lakh Fifty Four Thousand Five Hundred only)



Verified By

(Chandra Mohan)
Registration Clerk
Sadar-1st, Ghazipur

Locked By

(Sanjay Shrivastava)
Sub-Registrar
Sadar-1st, Ghazipur

Please write or type below this line

For SMV Agencies Pvt. Ltd

Authorized Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

YL 0000031711

Caution Alert

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E-Stamp Certificate No. IN-UP00858313432638N Issued Dt. 29.01.2015

1

BRIEF PARTICULAR OF SALE DEED

Nature of property : Residential

Ward / Parāna : Dasna

Mohalla / Village : Shahpur Bamhela

Description of Property : Land admeasuring 7087 sq.mtr. or 0.7087 Hect pertaining to Khasra Nos. 1441 (Area 0.2140 hect.), 1466 (Area 0.0253 hect.), 1467 (Area 0.0890 hect.), 1468 (Area 0.1010 hect.), 1469 (Area 0.1380 hect.), 1470 (Area 0.1150 hect.), 1471 (Area 0.0264 hect.) falling in plot GH Plot No.2 in H Block in the Township known as "Jalpuria Sunrise Greens", situated at Village Shahpur Bamhela, Ghaziabad.

Area of Property : 7087 Sq. Meter

Status of Road : 24 Meter Wide

Sale Consideration : Rs 10 27 62,000/-

Govt. Circle Rate : Rs. 14500/- per Sq. Meter

PARTICULAR OF VENDOR:-

M/s SMV AGENCIES PVT. LTD., a Company incorporated under the provisions of Company Act, 1956 having its registered office at 1862, Mahalaxmi Market, Chandni Chowk, Delhi-110006 represented through its Authorized Signatory Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY authorized vide resolution dated 28-12-14 (PAN No. AAACS3405J)

For SMV Agencies Pvt. Ltd.

Authorized Signatory

FOR ARDCOM REAL ESTATE PRIVATE LIMITED



Director

विप्लव पत्र

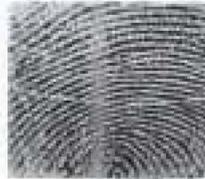
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निष्कलन मालियत

फंदा रजिस्ट्रं मूद्रा = रजि ड्रुफ्फ रंग ५२ ११११

श्री श्री ३० ऐराकोन रियल स्टेट द्वारा इन्द्रजीत सिंह अरोडा
पुत्र श्री जोगिन्द्र सिंह अरोडा

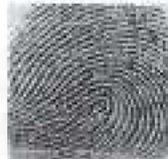


रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद
10/1.2016

दियातन लेनियत्राद फल व ग्रमहानं परलय पाप इनगु... फलंथाः उम
विज्ञेता केता

श्री श्री ३० एस० एम० श्री० द्वारा शाहाक वार्षीय
पुत्र श्री राजकुमार वार्षीय
पेशा व्यापार/अन्य/स्त्री
निवासी 1862 महालक्ष्मी मार्केट धावनी चौक
दिल्ली



श्री श्री ३० ऐराकोन रियल स्टेट द्वारा इन्द्रजीत सिंह अरोडा
पुत्र श्री जोगिन्द्र सिंह अरोडा
पेशा व्यापार/अन्य/स्त्री
निवासी एफ-24 पंचशील मार्बन नई दिल्ली



ने निष्पादन स्वीकार किया।

जिनकी परधान श्री रोशन लाल

पुत्र श्री अशोक कुमार

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क० गाबाद

व श्री अमित

पुत्र श्री धर्मपाल

पेशा व्यापार/अन्य/स्त्री

निवासी तहसील क० गाबाद

ने की।

पन्थनः पठ साक्षियों के निजान अंगुठे निष्पादनात् किये गये है।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
उप निबन्धक, प्रथम
गाजियाबाद

E-Stamp Certificate No. IN-UP00856313432638N Issued On: 29.01.2015

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PARTICULAR OF VENDEE:-

M/S AROCON REAL ESTATE PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at F-24, PANCHSHEEL GARDEN NAVEEN SHAHDARA DELHI-110032 represented through its Director **Mr. INDERJEET SINGH ARORA S/o SH. JOGINDER SINGH ARORA R/o Flat no 107, Gaur Residency, Chander Nagar, Ghaziabad, U.P** authorized vide resolution dated 24/12/2014 (PAN No. AAICA1159K).

SALE DEED**Total Sale Consideration Rs 10,27,62,000/-****Total Stamp Duty Paid Rs 72,10,000/-**

The Stamp Duty paid was adjudicated by Shri G. P. SINGH, Assistant Commissioner (Stamp) Ghaziabad vide his Order No. 191 dated 21.01.2015 passed under Section 31 of Indian Stamp Act 1899.

Stamp Duty of Rs. 20,55,500/- has been paid by the Vendee with the Agreement to Sell dated 02.01.2015, Document No. 32 entered into Book No. 1, Volume No. 12803 on pages 157 to 184 Reg. with the Office of Sub-Registrar, Ghaziabad, the balance Stamp Duty of Rs. 51,54,500/- has been paid with this Sale Deed.

THIS DEED OF SALE is executed at Ghaziabad on this 30th day of January in the year 2015 by M/s SMV AGENCIES PVT. LTD., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at 1862, Mahalaxmi Market, Bhagirath Palace, Chandni Chowk, Delhi represented through its Authorized Signatory Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY authorized vide resolution dated 26-12-14 passed by the Board of Directors of the Company, as registered Private Developer and having license from Ghaziabad Development Authority and its constituents M/s Vibhu Drinks Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no/Vasika no.59 book no. 4, on dt 27.01.2012 duly registered with the office of sub-

For SMV Agencies Pvt. Ltd

Authorized Signatory

For AROCON REAL ESTATE PRIVATE LIMITED



Director

विक्रमा

Registration No. 627

Year 2015

Page No. 1

0101 40 एन0 एग0 जी0 द्वारा शासनात्मक जाचिली
 राजकुमार धर्मा
 1862 कशाहनी बापिपट्ट यादानी शीकापट्टी
 अशाप/अ-च/पती



EStamp Certificate No. IN:11P00858323432638N Issued Dt. 29.01.2015

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registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited vide document no/Vasika no. 95 book no. 4, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab and M/s Jaipuria Duro Build Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no/Vasika no. 62 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s SMV Realtors Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no/Vasika no. 60, book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s Surya Vaibhav Developers Private Limited through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Ilesh Patwa S/o Sh. S.C. Patwa vide document no/Vasika no. 64 book no. 04, on dt 27.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab & through its General Attorney M/s SMV Agencies Private Limited through its authorized signatory Mr. Ilesh Patwa S/o Sh. S.C. Patwa vide document no/Vasika no. 86 book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab, and M/s Jaipuria Advance Technologies Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no/Vasika no. 55 book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s Jaipuria Cosmetics Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no/Vasika no. 52 book no. 4, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s Jaipuria Leo Systems & Software Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no/Vasika no. 54, book no. 04, on dt 24.01.2012 duly registered with the office of sub-registrar Bhawanigarh, District Sangrur, Punjab and M/s Exponent Conbuild Private Limited through its General Attorney M/s SMV Agencies Private Limited vide document no/Vasika no. 94, book no. 04, on dt 14.11.2014 duly registered with the office of sub-registrar, District Jalandhar, Punjab hereinafter referred to as the "Vendor" of the First Part (which expression shall unless the context otherwise requires mean and include its successors, liquidators, executors, administrator, nominees and assigns)

For SMV Agencies Pvt. Ltd.

Authorized Signatory

For ARDICON REAL ESTATE PRIVATE LIMITED



Director

केता

Registration No. : 627

Year : 2015

Book No. : 1

0201 यो पराजोन रिगल स्टेट इन्चार्ज सिद्ध अन्तः
जोगिन्द सिद्ध जरोठ
एच-24 पंगसोल गार्डन शहीन कडबरा दिल्ली
आधार/अन्य/रती



E-Stamp Certificate No. IM.UP00858713432638M Issued On, 29.01.2015

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IN FAVOUR OF

M/S AROCON REAL ESTATE PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at F-24, PANCHSHEEL GARDEN NAVEEN SHAHDARA DELHI-110032 represented through its Director Mr. **INDERJEET SINGH ARORA S/o SH. JOGINDER SINGH ARORA R/o Flat no 107, Gaur Residency, Chander Nagar, Ghaziabad, U.P** authorized vide resolution dated 24/12/2014 (PAN No. AAICA1159K).

WHEREAS under the leadership of M/s SMV Agencies Private Limited (hereinafter referred to as the Lead Party), a Consortium was formed by registered Agreements, consisting various companies inter alia M/s Vibhu Drinks Private Limited, M/s Jaipuria Duro Build Private Limited, M/s SMV Realtors Private Limited, M/s Surya Vaibhav Developers Private Limited, M/s Jaipuria Advance Technologies Private Limited, M/s Jaipuria Cosmetics Private Limited, M/s Jalpuria Leo Software and System Private Limited, M/s Exponent Conbuild Private Limited as constituent company(s), who purchased several pieces of land including the subject matter of this Deed, in Revenue village Shahpur Barrheta Tehsil and District Ghaziabad under various Sale Deeds duly registered with the office of Sub-Registrar Ghaziabad with the view to set up and develop thereon an Integrated Township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No.2711/Aath-1-05-34 vvidh/2003 dated 21.05.2005 for which Certificate of Registration has been issued by the Ghaziabad Development Authority to M/s SMV Agencies Pvt. Ltd., as a Private Developer (P.D.) under category 'A' for the purpose Land Assembly, Infrastructure Development and Construction Works for Housing Scheme within the Ghaziabad Planning Area.

for SMV Agencies Pvt. Ltd.

Authorized Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Directr

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AND WHEREAS the License has been granted by the Ghaziabad Development Authority (GDA) to the Lead Party to set up and develop an Integrated Housing Scheme/Township in Ghaziabad.

AND WHEREAS the Lead Party is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other conditions imposed by the Ghaziabad Development Authority.

AND WHEREAS the Detailed Project Report (D.P.R.) of the said Township of the Vendor has been sanctioned by the Ghaziabad Development Authority.

AND WHEREAS the Licensee is developing the Township known as Jaipuria Sunrise Greens at Village Shahpur Bamheta, Ghaziabad, U.P. The layout plan of the Township has been approved by the Ghaziabad Development Authority. The said township is divided into various plots for Group Housing and other purposes.

AND WHEREAS the land pertaining to this sale deed is falling in the developed plot GH-02 of the Township known as Jaipuria Sunrise Greens and the layout plan of said plot GH-02 has been sanctioned by the Ghaziabad Development Authority vide its letter Ref. 17/M.P/2014 dated 29.05.2014.

AND WHEREAS as per the Authority/Power given by the other constituent of the consortium, the lead party i.e. M/s SMV Agencies Pvt. Ltd. is entitled to sign & execute Agreement to Sell, Sale Deed and any other deeds, agreements & documents etc. and receive the sale consideration on behalf of constituents.

For SMV Agencies Pvt. Ltd

Authorized Signatory

AROCOR REAL ESTATE PRIVATE LIMITED



Rakesh Kumar Sharma
TEHSIL GHAZIABAD



7

AND WHEREAS the lead party i.e. M/s SMV Agencies Pvt. Ltd. has empowered its authorized signatory Mr. SHASHANK VARSHNEY S/o Shri RAJKUMAR VARSHNEY authorized v'ke resolution dated 26-12-14 to execute the sale deeds.

AND WHEREAS the Vendee confirms that they have full knowledge and understanding of the Consortium Agreement including the terms and conditions of the License granted by the Ghaziabad Development Authority to the Vendor for setting up an Integrated Township. The Vendee has seen all the documents of title & other papers, agreements, documents etc. pertaining to the said Township and has fully satisfied about the right, title and interest of the Vendor in respect of the land of the Township and they have fully understood all limitations and obligations in respect of it.

AND WHEREAS the Vendor has agreed to sell and transfer land admeasuring AND WHEREAS the Vendor has agreed to sell and transfer land admeasuring 7087 sq.mtr. or 0.7087 Hect. Comprising of Tower No. R-1 as per the approved plan of GH-02 falling in undivided and impartible land bearing Khasra Nos 1441 (Area 0.2140 hect), 1466 (Area 0.0253 hect.), 1467 (Area 0.0890 hect.), 1468 (Area 0.1010 hect.), 1469 (Area 0.1380 hect.), 1470 (Area 0.1150 hect.), 1471 (Area 0.0264 hect.) falling in GH Plot No. 02 in the Township known as "Jaipuria Sunrise Greens" H Block, situated at village Shahpur Bamheta, Ghaziabad, U.P shown and marked in Red colour in the Plan attached hereto (hereinafter referred to as the said Site/Land) with all rights of the said Site/Land to the Vendee free from all kind of encumbrances, charges and liens etc. for total sale consideration amount of Rs 10,27,62,000/- (Rupees Ten crore Twenty Seven Lac Sixty Two Thousand only). To construct and develop the said Site/Land in accordance with sanction layout and to the extent it is depicted on the Plan Annexed hereto. It will not be treated as sub division and the Vendee shall not be entitled for constructing the boundary wall making sub division of GH-02 the said land is laying vacant.

M/s SMV Agencies Pvt. Ltd.

Authorized Signatory

FOR AND ON BEHALF OF REAL ESTATE PRIVATE LIMITED

[Handwritten signature]



[Handwritten signature]
Rakesh K. Sharma
GENERAL MGR



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AND WHEREAS the Vendor has represented to the Vendee that the said Site/Land is freehold in nature and they have clear and marketable title in respect of the said Site/Land and free from all kind of encumbrances and has full right, power and authority to sell and transfer the said Site/Land.

AND WHEREAS the Vendee has seen all the documents of titles & other relevant papers/agreements etc. pertaining to the Township including the said Site/Land and has fully satisfied himself / itself about the right, title & interest of the Vendor in respect of the same.

AND WHEREAS the Vendor has decided to sell the said Site/Land to the Vendee absolutely and forever and the Vendee has agreed to purchase the same on following terms and conditions.

NOW, THEREFORE, THIS DEED OF SALE WITNESSETH AS UNDER

1. That the Vendee has paid to the Vendor sale consideration of Rs. 4,00,00,000/- (Rupees Four Crore Only) out of Total Sale Consideration of Rs 10,27,62,000/- (Rupees Ten Crore Twenty Seven Lac Sixty Two Thousand only) at the time of Agreement to Sell and remaining consideration of Rs. 6,27,62,000/- (Six Crore Twenty Seven Lac Sixty Two Thousand Only) as full & final payment of Sale Consideration for the said Site/Land, the details of which are given below

For SMD Agency Pvt. Ltd

Authorized Signatory

For ARCOON REAL ESTATE PRIVATE LIMITED

Director

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S.No	UTRI Cheque No.	Drawn On	Amount (Rs)
1	IDIBR52014092010332420	Indian Bank, Indrapuram,	5000000/-
2	IDIBR52014121510848093	Indian Bank, Indrapuram,	10000000/-
3	133829	Indian Bank, Indrapuram,	5000000/-
4	133830	Indian Bank, Indrapuram,	5000000/-
5	133831	Indian Bank, Indrapuram,	5000000/-
6	133832	Indian Bank, Indrapuram,	5000000/-
7	133833	Indian Bank, Indrapuram,	5000000/-
8	IDIBR52015011410769747	Indian Bank, Indrapuram,	10000000/-
9	IDIBR52015011410769775	Indian Bank, Indrapuram,	10000000/-
10	IDIBR52015011410769784	Indian Bank, Indrapuram,	7500000/-
11	IDIBR52015012010785796	Indian Bank, Indrapuram,	4233885/-
12	133837	Indian Bank, Indrapuram,	5000000/-
13	133838	Indian Bank, Indrapuram,	5000000/-
14	133839	Indian Bank, Indrapuram,	5000000/-
15	133840	Indian Bank, Indrapuram,	5000000/-
16	133841	Indian Bank, Indrapuram,	5000000/-
17	133843	Indian Bank, Indrapuram,	5000000/-
	TDS Challan No. 00524	Dt. 10.01.2015	4,00,000/-
	TDS Challan No. 00701	Dt. 30.01.2015	6,28,115/-
		Total	10,27,62,000/-

For SMD Agencies Pvt. Ltd.

Authorized Signatory

For ARCOON REAL ESTATE PRIVATE LIMITED

Director

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2. The Vendor does hereby grant, sell, convey and transfer the said Site/Land on ownership basis to the Vendee free from all encumbrances. Now the Vendee is the owner of the said site/land, the vendee can mortgage the said site/land to avail the loan/finances from the Banks/Financial Institutions for their project.
3. The Vendor as on date has not mortgaged, hypothecated, charged or otherwise alienated any interest in the said Site/Land in favour of any one. The Vendor has neither given any security or surety for any one on the basis of the said Site/Land nor entered into any Agreement of the said Site/Land with anyone else nor is any court case or arbitration or any other legal proceedings pending at any place in respect of the said Site/Land.
4. That the Vendor has assured the Vendee that the said Site/Land is freehold in nature and the same is free from all kinds of charges, liens, mortgages, litigations, disputes, legal defects, encumbrances etc. and the Vendor is fully competent to sell the same.
5. That the Vendee confirms that they have satisfied about the right, title and interest of the Vendor in respect of the said Site/Land in the said Township and that they have fully understood all limitations and obligations in respect of it.
6. The Vendor will not be liable and responsible for any unapproved & unauthorized construction to be made on the said Site/Land or in any other manner whatsoever by the Vendee, if any.
7. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendor shall be liable to pay the same for the GH-02 and the entire township before the date of transfer of the said Site/Land. All taxes and duties of all and any kind by whatever name called imposed by any Local Authorities, State Government, Central Government or Court as the case may be the vendee shall be liable to pay the same on the said Site/Land and on pro-rata basis for the entire township after the date of transfer of the said Site/Land.

For SMT Agastya Pvt. Ltd

Authorized Signatory

For A-ROGON REAL ESTATE PRIVATE LIMITED



E-Stamp Certificate No IN UP00858-13492638N Issued Dt. 29/01/2015

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8. The Vendee shall at all time hereinafter indemnify and keep the Vendor and its nominated agency fully indemnified, saved and harmless of from or against any loss, damages, costs, charges, claim or risk etc that the Vendor or its nominated agency may suffer or incur on account of any approved, unapproved, unauthorized construction, violation of any rule, regulations, bye-laws, Act and any tax liability or for any act of omission or commission of the Vendee or for any other reason whatsoever in respect of the said Site/Land or construction thereon. The Vendee hereby agrees and undertakes to indemnify and keep the Vendor indemnified and harmless against any loss, damages, claims etc. if any hindrance/loss is cause due to any reason whatsoever which the Vendor and/or its nominated agency may have to suffer.
9. That the Vendor covenants that this Sale Deed is executed in all entirety, however to the stipulations and covenants hereon contained for any future liability of the Vendee and its Allottees, Flat Buyers, Subsequent Transferees etc.
10. That the Vendee shall also be bound to construct earthquake resistant building as per I.S. code.
11. The provisions for rain water harvesting is mandatory to be carried out by the Vendee.
12. The Vendee shall not be allowed to sub divided the said Site/Land in any manner, the Vendee shall be entitled to book the apartment/constructions to its buyers along with the undivided share in land.
13. That Vendee covenants with the Vendor to abide by all the rules, regulations, conditions of approved of DPR and orders, directions, notifications passed/issued by the Ghaziabad Development Authority/Local Authority / State Government / Central Government from time to time and the same shall be binding and applicable upon the Vendee and their Allottees/Flat Buyers / Subsequent Transferees / Resident Welfare Association (RWA)

For SMD Agencies Pvt. Ltd

Authorized Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

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14. That the Vendee and / or their Allottees/Flat Buyers/Subsequent Transferees/RWA shall also be liable to pay to the Vendor (or its nominee/agency as appointed by the Vendor) Township Maintenance Charges as may be determined by the Vendor for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such like series and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance. It shall be mandatory for the Vendee to incorporate this clause in the Allotment Letters, Agreements to Sell/Flat buyer Agreements and Sale Deeds etc. to be executed by the Vendee in favour of their Allottees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the said site or as per the prevailing rates for the township maintenance.
15. That the services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at boundary of the Plot GH-02 by the Vendor. These services will be completed at least six months before completion of construction of any of its tower by the Vendee and the Vendee shall be responsible for the distribution of the services mentioned above inside the boundary of said Site/Land at its own cost.
16. That the Vendor will provide uninterrupted connectivity to all the inhabitants of the said site/land(on 24 meters wide road at all times and the Vendee and its subsequent transferee(s) will also be allowed to use all the common facilities and other services of the entire H block and other blocks of the township without any hindrance from the Vendor.
17. It is recorded the Vendor has this day delivered the actual physical vacant possessions of the said Site/Land to the Vendee.

For SHED Agency Pvt. Ltd
relax

Authorized Signatory

FOR AGORON REAL ESTATE PRIVATE LIMITED

[Signature]
 Director

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18. That the parking shall be provided by the Vendee to their Allottees/Flat Buyers as per the plans sanctioned by the GDA in basement/stilt of the building to be constructed at the said Site/Land.
19. That the Vendee shall be entitled to execute the Conveyance /Sale Deed in favour of their Flat Buyers after obtaining the occupancy /completion certificate of the building on the said site/land from the concerned authority/Ghaziabad Development Authority
20. That the Vendee shall make such own arrangement as are necessary for maintenance of the building and common services of the building to be constructed. The rule/regulation of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 or the provisions of any other Act for the time being in force shall be applicable on the Vendee and/or their Allottees/Flat Buyers/Subsequent Transferees/RWA.
21. That the Vendee shall comply all provisions of U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act of 2010 and Rules 2011 framed there under and shall Act as "Promoter" and discharge all the duties, obligations as contained in the said Act.
22. That the Vendee shall be solely responsible for the specifications, material, quality of construction, fixtures and fittings and other things etc. to be used in the Flats/Apartments to be constructed and for all commitment made in this regard to their Allottees / Flat Buyers as well as Subsequent Transferees/RWA. The Vendor shall not be liable and responsible for the same.
23. The Vendor Shall not be liable and responsible for any litigation, dispute, legal matter, claim etc. between the Vendee and their Allottees / Flat Buyers or between the Vendee and any other Agency etc. involved in the connection with said Site/Land or construction thereon including the labour charges, dues, salaries, perks, claims, damages, contract etc. or for any other person or agency.

For SMD Agency Pvt. Ltd

Authorised Signatory

PWA 3000 REAL ESTATE PRIVATE LIMITED

Director

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24. The Vendee shall be solely responsible for providing the security and maintenance of the building/infrastructure on the said Site/Land and in the area within the said Site/Land.
25. That the Vendee has undertaken and doth hereby undertake that the Vendee shall be solely responsible and liable for violations, if any, of any terms of this Deed and of the provision of the law of the land/flats/Apartments and applicable rule, regulations or direction by the competent authorities; and that the Vendee shall indemnify the Vendor for any liability and/or penalty in that behalf.
26. That the Vendee shall be bound by all terms and conditions of this Deed.
27. The Vendee agrees and undertakes to incorporate all the terms & conditions of this Deed in the Allotment Letters, Flat Buyers Agreements, Agreements to Sell and Sale Deeds to be executed in favour of their Flat Buyers and Subsequent Transferees and the same shall also be binding on the Vendee and Vendee's Allottees/Flat Buyers/Subsequent Transferees/Resident Welfare Association (RWA) jointly and severally.
28. That the expenses towards payment of stamp duty, registration charges, other misc. expenses and incidental charges pertaining to execution and registration of this Sale Deed shall be borne by the Vendee alone and Vendor shall not be liable to pay any part thereof.

For SMD Agencies Pvt. Ltd.

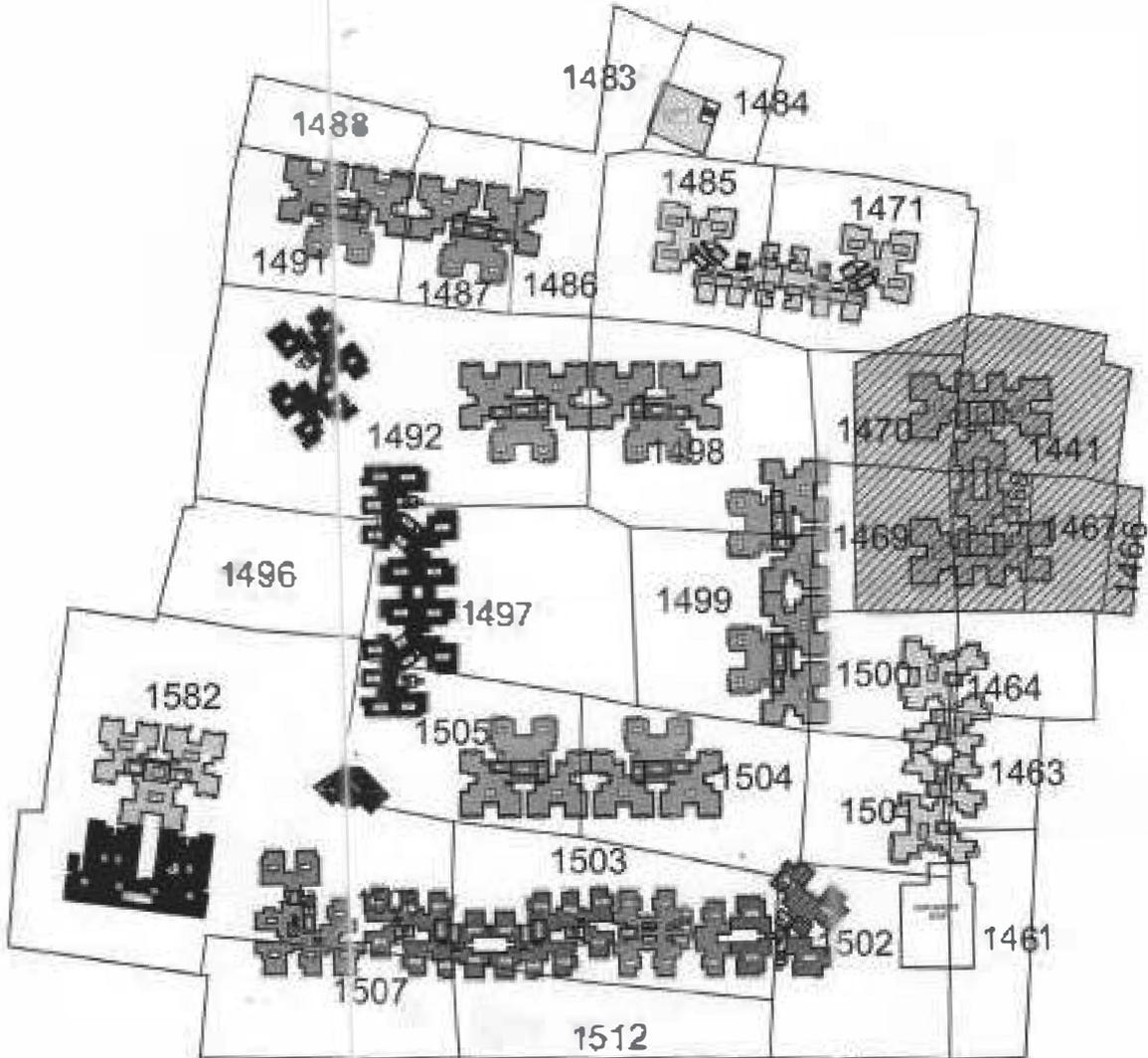
Authorized Signatory

For APOCON REAL ESTATE PRIVATE LIMITED

Director



THIS MAP IS AN ACCORDANCE TO THE SACNTIONED PLAN FROM GHAZIABAD DEVELOPMENT AUTHORITY 55/ZONE-5/2014-15, 1-07-2014



TOTAL HATCHED AREA-7087 SQ.MT
TOWERS -R1

GH-02, JAIPURIA SUNRISE

NOT TO SCALE

For SMD Agencies Pvt. Ltd.

Authorized Signatory
VENDOR

For ARBOCON REAL ESTATE PRIVATE LIMITED

Director
VENDEE



उत्तर प्रदेश UTTAR PRADESH

#15#

CK 691718

Attached the stamp paper of Land admeasuring 7087 sqmtr. or 07087 Hect. pertaining to Khasra Nos. 144f (Area 0.2140 hecl), 1466 (Area 0.0253 hecl. . 1467 (Area 00890 hecl.), 1488 (Area 0.1010 hecl.), 1489 (Area 0.1380 hecl.), 1470 (Area 0.1150 hecl), 1471 (Area 0.0264 hecl.) falling in plot GH Plot No.2 in H Block in the Township known as 'Jaipuria Sunrise Greens', situated at Village Shahpur Bamheta, Ghaziabad.

For SMD Agri-coles Pvt. Ltd.

Authorized Signatory

For AROCON REAL ESTATE PRIVATE LIMITED

Director

130 JAN 2015

कम लागू... विषय का रूप...
 स्टाम्प का करने का प्रयोजन...
 स्टाम्प कीता का नाम व पूरा पता...
 स्टाम्प की धरणाति...

असेशन रिपल स्टेशनरी 2014 (दिनांक) 31/1/15
 रसूल सिंह

सुमित वंसल स्टाम्प विक्रेता
 लाईसेंस नम्बर 351
 लाईसेंस की अवधि 31 मार्च
 नवम्बर 2015, नवम्बर 2015



E Stamp Certificate No. IN-UP00858373432638N Issued Dt 29/01/2015

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29 That the High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning of this Deed.

IN WITNESS WHEREOF, the Vendor and Vendee have signed and executed this Sale Deed on the day, month year first above written in the presence of the following witnesses.

for SMD Associates Pvt. Ltd

for ARYSON REAL ESTATE PRIVATE LIMITED

[Signature]
Authorised Signatory

[Signature]
Director

VENDOR

VENDEE

WITNESSES:

1.



[Signature]
Rakesh
TEHSIL

2.



[Signature]
Rakesh Kr.
TEHSIL GHAZI

[Signature]
AUSTHAN LAL
S/o AsPoh Kumar
Ch. No. 12 Tehsil
Compound GZB.

[Signature]
Amit Kr. Singh
S/o. Dharam Pal
Ch. No. 12, Tehsil Com., GZA.

DRAFTED BY :-

[Signature]

RAKESH KUMAR SHARMA (ADVOCATE)
Registration No. 5294/86, Chamber No. 12,
TEHSIL COMPOUND GHAZIABAD (U.P.)

ए प्रलेख नं 32 वन 2015 पर मूद्रा
 स्टाम्प शुल्क अंश 20,55,400/-
 ए प्रलेख पर देय स्टाम्प शुल्क दे
 सम्पादित किया गया।

सब रजिस्ट्रार गाजियाबाद
 शास्त्रिणी
 कलेक्टर गाजियाबाद
 अन्तर्गत धारा 16 मा.स्टा.बि.

भारतीय स्टाम्प अधिनियम की धारा 32 (2) का प्रमाणन

धारा 31 भारतीय स्टाम्प अधिनियम, 1899 के सुसंगत प्राविधानों के अन्तर्गत आदेश दिनांक 21.01.2015 के अनुसार प्रश्नगत विलेख पर रु० 72,10,000-का स्टाम्प शुल्क देय पाया गया, पक्षकार द्वारा विधिपूर्वक अदा कर दिया गया है।

दिनांक 30-01-2015

सहायक आयुक्त स्टाम्प,
 गाजियाबाद।

आज दिनांक 30/01/2015 को
 वही नं 1 जिल्द नं 12663
 पृष्ठ नं 229 से 258 पर क्रमांक 627
 रजिस्ट्रीकृत किया गया।

रजिस्ट्रार अधिकारी के हस्ताक्षर

संजय श्रीवास्तव
 उप निबन्धक, प्रथम
 गाजियाबाद
 30/1/2015



भारतीय स्टाम्प अधिनियम की धारा 32 (2) का प्रमाणन

धारा 31 भारतीय स्टाम्प अधिनियम, 1899 के सुसंगत प्राविधानों के अन्तर्गत आदेश दिनांक 21.01.2015 के अनुसार प्रश्नगत विलेख पर रु० 72,10,000-का स्टाम्प शुल्क देय पाया गया, जिसमें से पक्षकार द्वारा इकरनाम। महसूदा रकम रु० 32,02,0115 पर 20,55,500- तथा शेष रु० 1,54,500- विलेख पर विधिपूर्वक अदा कर दिया गया है।

दिनांक 30-01-2015

30-01-2015
 सहायक आयुक्त स्टाम्प,
 गाजियाबाद।

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14/07/18

Annexure R-27⁶²⁰



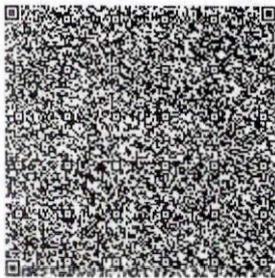
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL27839384283702N
Certificate Issued Date	: 13-Jul-2015 03:17 PM
Account Reference	: NONACC (BK)/ dlcbibk02/ ROHINI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDCBIBK0252822452977006N
Purchased by	: RISE PROJECTS PVT LTD AND OTHER
Description of Document	: Article 5 General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AGRG INFRA TECH PVT LTD
Second Party	: RISE PROJECTS PVT LTD AND OTHER
Stamp Duty Paid By	: RISE PROJECTS PVT LTD AND OTHER
Stamp Duty Amount(Rs.)	: 1,000 (One Thousand only)

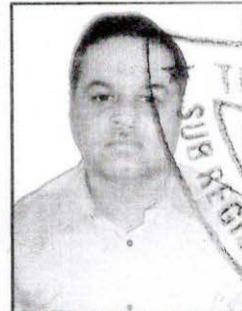


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Please write or type below this line



M/s Agrg Infra Tech
Pvt Ltd
Through its Director
Varun Garg

M/s Rise Projects Pvt Ltd.
Through its Director
Vabhav Jain
A. No 935913645853
PAN - ADMPS 1132 B

M/s Smy Agencies Pvt
Through its Raj Kumar
0001893605
Kamran Khan
A. No 140398824382
PAN - ADMPR 2019 K

A. No 063129048258
PAN - ANXPH 1192 P

1. The authenticity of this Stamp Certificate should be verified at 'www.shelvestamp.com'. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of ensuring the legitimacy is on the users of the certificate.

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Deed Name		GENERAL AGREEMENT	GENERAL AGREEMENT
Land Detail			
Tehsil/Sub Tehsil		SR IV - SEELAMPUR	
Village/City		Others	Building Type
Place (Segment)			
Property Type		Commercial	
Property Address		House No.: ,	Road No.: , Others
Area of Property		0.00	0.00 0.00
Money Related Detail			
Consideration Value		0.00 Rupees	Stamp Duty Paid 1,000.00 Rupees
Value of Registration Fee		1,000.00 Rupees	Pasting Fee 100.00 Rupees
Transfer Duty		0 Rupees	Government Duty 1000 Rupees

This document of GENERAL AGREEMENT GENERAL AGREEMENT

Presented by: Sh/Smt. S/o, W/o R/o

Agrg INFratech Pvt Ltd. through Director NA 16/331-H, Old Delhi, New Delhi, Karol Bagh, Bapa Nagar, Delhi

in the office of the Sub Registrar, Delhi this 14/07/2015 12:00:00AM day Tuesday between the holder

Signature of Presenter

Execution admitted by the said Shri

Agrg INFratech Pvt Ltd. through Director Varun Garg

and Shri / Ms.

Fise Projects Pvt Ltd. through its Director Vaibhav Jain, Raj Kumar Ramrakhiani

Who is/are identified by Shri/Smt/Km. Karan Singh S/o W/o D/o Shiv Kumar Singh R/o 21-B, Sec-10, Noida UP

and Shri/Smt./Km Mangal Rawat S/o W/o D/o B S Rawat R/o H.No. 388/7, Shalimar Village, Delhi

(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the (for S/W/A, as the case may be) hand thumb impression of the executant has been affixed in my presence

Date 15/07/2015 14:48:21

Registrar/Sub Registrar
SR IV - SEELAMPUR
Delhi/New Delhi

GENERAL AGREEMENT

THIS GENERAL AGREEMENT ("Agreement") is executed at Delhi, on this the 14th day of July 2015

By & Between:

M/s AGRG Infratech Private Limited, a Company incorporated under the Companies Act, 1956 having its Registered Office at 16/331 – H, Office 303 T/F, Karol Bagh, Bapa Nagar, Delhi 110005 also at E-460, Gali No. 4, Gokul Puri, Delhi, through its Director Mr. Varun Garg duly authorized vide board resolution dated 06/06/2015 passed in a board meeting (hereinafter referred to as "Owner/ First Party") which expression shall unless, repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assigns.

AND

M/S RISE PROJECTS PVT LTD, a Company incorporated under the Companies Act, 1956 having its Registered Office at Lower Ground Floor, 195, Ram Vihar, Delhi – 92 through its Director Mr. Vaibhav Jain S/o Shri R.C. Jain R/o House No. 226, New Gandhi Nagar, Ghaziabad duly authorized vide board resolution dated 6 June 2015 passed in a board meeting (hereinafter referred to as "Developer/ Second Party") which expression shall unless, repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assigns.

AND

M/S S.M.V. AGENCIES PVT. LTD., a Company incorporated under the Companies Act, 1956 having its Registered Office at S-25, Green Park, New Delhi represented through its Authorized Signatory Mr. Rajkumar Ramrakhiyani, S/o Shri Valla Ram, R/o B- 108, Pathik Vihar, Sector 62, Noida (U.P.) duly authorized vide board resolution dated 26-5-2015 passed in a board meeting (hereinafter referred to as "Confirming Party") which expression shall unless, repugnant or opposed to context hereof, includes its successors in interest, administrators, representatives and permitted assigns.

The Owner/ First Party, Developer/ Second Party and the Confirming Party hereinafter collectively referred as the Parties, and individually as the Owner/ First Party, Developer/ Second Party and the Confirming Party as the case may be.

WHEREAS the Confirming Party is the lead member of a consortium which along with its associate/ constituent Companies including the First Party had purchased several pieces of land including the land subject matter of this Agreement in village Shahpur Bhameta, Tehsil & District Ghaziabad from various land Owners/ Khatedaars/ Bhumidhars through various sale deeds which were duly registered with the office of Sub-Registrar, Ghaziabad with a view to set up & develop an integrated township thereon in consonance with the policy of the Government of Uttar Pradesh, published vide GO No. 2711/eight-1-34/vividh/2003 dated 21/05/2005, 2873/eight-1-05-34/vividh/2003/TC-1, dated 29.12.2005 and 2236/eight-1-06-45/vividh/2006, Dated 28.04.2006, for which Certificate of Registration dated 10.02.2006 has been issued by the Ghaziabad Development Authority, Ghaziabad, in favour of the Confirming Party.

For SMV AGENCIES PVT LTD

For AGRG Infratech Pvt. Ltd.

For RISE PROJECTS PVT. LTD.

Director

Director

AND WHEREAS Ghaziabad Development Authority (GDA) has granted a permission to develop an integrated township on land admeasuring 300 Acres approx. (hereinafter referred to "Entire Said Land") situated in Village Shahpur Bamheta, District Ghaziabad, U.P. in the name and style of 'JAIPURIA SUNRISE GREENS NH-24' to the Confirming Party as Developer/ Promoter being Lead Member of the Consortium vide License No. I.H./Ghaziabad/04 dated 29/05/2006 duly signed by Secretary, GDA, Ghaziabad, a copy whereof is annexed hereto as **Annexure- A**. The DPR (Detailed Project Report) of the project has also been approved & sanctioned by GDA vide its letter No. 116/Mi, Anu./06, Dated 29.11.2006, a copy whereof is annexed hereto as **Annexure- B**. Moreover a Development Agreement dated 13.02.2007 has also been executed between GDA & the Confirming Party, a copy whereof is annexed hereto as **Annexure- C**. The license fees & other charges in respect of the said township project have already been paid to GDA & various respective Government departments by the Confirming Party.

AND WHEREAS the First Party is the absolute owner and seized and possessed of land measuring 4.71 acres (19,060 sqm) approx. situated in H-Block of the said project approved by GDA as GH 1 in master layout plan approved by GDA vide memo no. 523 / M Plan / 2014 dtd.15.02.2014 in Village Shahpur Bamheta, District Ghaziabad, U.P. which is fully described in the Schedule-1 and as delineated in the plan annexed hereto as **Annexure-G**. (hereinafter referred to as the 'Said Land').

AND WHEREAS the Said Land which constitutes GH 1 in H Block of Jaipuria Sunrise Greens at NH-24, Ghaziabad, is owned by First Party details are mentioned in **Schedule- 1**

AND WHEREAS the First Party represents that the Said Land is free from all encumbrances, charges, liens, lis pendens, prior agreements etc. and that the Confirming Party has confirmed that the First Party has a right to enter into this Agreement in respect of the Said Land with the Second Party/Developer. Pursuant thereto the First Party has now full authority and power to get the Said Land developed through the Developer/ Second Party herein.

AND WHEREAS it is represented by the First Party that equity share of the First Party are not pledged and are free from all encumbrances, charges, liens and its shares have not been mortgaged with any financial institutions, bank or any other juristic/non juristic person.

AND WHEREAS the Second party/Developer represents that it has the technical skill, expertise and resources to design, construct, execute and manage the development of the Said Land by constructing Group Housing Colony thereon on the terms and conditions of the Development Agreement dated 13.02.2007 ~~as per the attached documents~~

AND WHEREAS the Developer/ Second Party represents and warrants that it has prepared the tentative business plan and sales and marketing plan of the Group Housing colony, copies of which are annexed hereto as **Annexure E (Colly.)**, and the same forms an integral part of this Agreement. It is understood between the Parties that that the narrations in the business plan are liable to vary marginally in accordance to the business circumstances but shall not take away from the obligation of the Second Party under this Agreement.

AND WHEREAS the First Party has agreed to grant to the Developer/ Second Party the development rights of the Said Land for construction of Group Housing colony on the Said Land in accordance with the necessary approval which has already obtained from concerned Department, GDA and Government of U.P. and in accordance with the plan as approved by the GDA on terms and conditions as mentioned hereinafter.

For AGRG Infotech Pvt. Ltd.

Director

For RISE PROJECTS PVT. LTD. For SMV AGENCIES PVT. LTD.

Director

Director

NOW THIS AGREEMENT WITNESSETH as under:**1. Definitions:**

i) **Gross Revenue**, means all proceeds received from the prospective purchasers/ Allottees on any account whatsoever including but not limited to cash flows, receipts and receivables by whatsoever name called including TDS or any other taxes or any other statutory deduction by the prospective purchasers, amounts deposited against provisional allotment/ booking/ sale of the dwelling units/ Residential, Commercial, creation of any right, title or interest or creation of any possessory or other right whether in full or part of saleable areas (inclusive all Common Areas) in the Project, amounts received in the escrow account including transfer charges, Preferential Location Charges, holding charges, cancellation charges/ damages, interest on delayed payments, security deposits, transfer fee/assignment charges/lease rentals and revenue sharing arrangements collected from the customers/purchasers/ Lessees/assignees of Units in the Project, electricity and/ or water and/or any other recurring charges, car parking, terraces, balconies, club membership fees (if any), provisional allotment, booking, external electrification charges, fire-fighting charges, power back, including but not limited to sinking fund, any extraordinary receipt from the prospective purchasers, forfeiture or otherwise, maintenance charges and maintenance deposit, Taxes all the receivables towards the fully furnish dwelling unit or any other extra charge apart from regular charges levied on the customer for the purchase of the apartment. In case there is any variation in the average sale price of the dwelling unit and the amount received in the escrow account in respect of the sale and allotment of the dwelling unit, the Developer/ Second Party shall be liable to make good the deficiency in price of the dwelling unit after looking into the average monthly sale price of the dwelling unit. In case price of the dwelling unit increases during the development of the Group Housing including other charges whatsoever, the Gross Revenue shall be computed on the basis of the increased price from the date of such increase.

ii) **Group Housing or Project**, means Housing project in the name and style of '**RISE ORGANIC HOMES**' to be developed by the Second Party/Developer on the Said Land in the H Block of Jaipuria Sunrise Greens NH-24 situated at Village Shahpur Bamheta, District Ghaziabad, U.P. of the First Party/Owner as fully described in *Schedule-1*.

iii) **Township**, means entire township constructed in village Shahpur Bamheta, District Ghaziabad, U.P. for which licences and permissions have been granted by the requisite authorities for development of an Integrated township in the name and style of 'JAIPURIA SUNRISE GREENS NH-24'.

iv) **Zero date**, means the date on which the timeline envisaged for payout of Minimum Guarantee and for actual payment by the Developer/Second Party to the Owner/First Party in terms of this Development Agreement which shall be effective from 15th April 2015.

2. Basic Agreement:

(i) In consideration of the contribution of the Said Land for the development as set out in Schedule-1 and in consideration of construction and development of the Group Housing Colony on the Said Land to be undertaken by the Second Party/Developer on its own costs and expenses, it is hereby agreed by the First Party, being the land owner, and the Confirming Party, being the lead member of consortium Companies for the township where GH-01 exists, to grant exclusive development rights to the Second Party/ Developer to develop, construct,

For AGRG InfraTech Pvt. Ltd.

For RISE PROJECTS PVT. LTD. For SMV AGENCIES PVT. LTD.

market and sell the Project to be developed on the Said Land measuring approx. 4.71 acres (19,060 sq. mtr.) situated in H-Block of the said project in village Shahpur Bamheta, District Ghaziabad, U.P. with FAR already sanctioned by the Government for construction of building and other structure in accordance with the License granted by GDA and as permissible under the applicable laws, rules and regulations.

(ii) The First Party being the land owner and the Second Party being the Developer shall share Gross Revenue received by sale of residential, commercial or any other form of real estate as approved by the requisite authorities in proposed Group Housing in the ratio of 22.5%:77.5% till 3.75 FAR of the Group Housing. In case the concerned authority allows any additional FAR over and above 3.75 FAR which shall also include the compoundable FAR and any future purchasable FAR on the cost of the Developer under the applicable laws & rules, the First and Second Party shall share the Gross Revenue received by the sale of dwelling units/ super area built against such additional FAR in proposed Group Housing in the ratio of 17.5%: 82.5%. The entire Gross Revenue received by selling of dwelling units/ super area built in proposed Group Housing Colony shall be deposited in Escrow account opened in the name of Second Party in a Scheduled Bank at Delhi and the said amount received shall be reconciled on half yearly basis against the cumulative Minimum Guarantee amount payable till the reconciliation date. The Escrow account shall be operated by Bank in the manner prescribed under the Escrow Agreement. In case any amount received from any sale is required to be refunded by the Developer/ Second Party on account of any cancellation of allotment/ booking, the Owner/ First Party shall refund its proportionate share only if it has already received the same. The First and Second Party shall separately enter into an Escrow Agreement which shall include the manner of operation of the Escrow Account and the receipt of the Gross Revenues and distribution of the same between the First Party and the Second Party.. The Second Party shall not deposit the Gross Revenue received from the sales in the project in any other account except the said Escrow Account.

That all the sanctions and approvals of the revised township map with F.A.R. of 2.50 has been obtained by the First Party. The cost, both direct and indirect, for the purchase of FAR above 2.50 shall be exclusively borne by the Second Party which shall be deposited by the Second Party with GDA, failing which the Second Party shall be only responsible for acts and penalties of GDA and shall be solely responsible to rectify the same at its own costs and expenses and the First Party shall not be responsible for the same on any account whatsoever. The First Party will also cooperate to purchase any other further additional F.A.R. as may be prescribed/allowed by GDA bylaws as on date whenever deemed required by the Second Party at its risk and cost.

(iii) That the Developer/ Second Party shall construct the Group Housing Colony on the Said Land and market and sell the Project at its own costs and expenses and will share the Gross Revenue with the Owner/ First Party on the terms and conditions mentioned herein.

(iv) That in case any other approval related to development of Group Housing Colony on the said land is required from/by GDA, it shall be the sole responsibility of the Second Party at its own costs and expenses and the First Party shall cooperate with the Second Party so long as the Second Party constructs and develops the project in compliance of all laws, rules, byelaws and regulation in force.

(v) The DEVELOPER shall solely be responsible for the entire development of the Project, including but not limited to (i) conceptualizing, planning, engineering, procurement, coordination of the Project; (ii) appointing and controlling consultants, vendors, contractors in relation to

For ACRG Infratech Pvt. Ltd.

For RISE PROJECTS PVT. LTD.

For SMV AGENCIES PVT. LTD.

development of the Project; (iii) overall marketing and sales of the Project and; (iv) all payments for the same without any liability and responsibility of the First and Confirming Party.

3. Possession

That the First Party has already handed over the vacant physical peaceful possession of the Said Land to the Second Party on 02.06.2014, a copy of Possession letter is annexed hereto as **Annexure- F**, so as to enable the Developer/ Second Party to carry out survey of the Said Land and to prepare the design and business plan for development and construction on the said land in accordance with the terms of this Agreement.

4. Consideration

(i) Consideration to be received by the Second Party/Developer:

a) Right to Construct, sell and receive Gross Revenue in the Escrow Account from the sale of residential, commercial units/ plots or any other form of real estate as approved by the requisite authorities on the Said Land shall rest with the Second Party in accordance with the terms of this Agreement.

b) The Second Party/ Developer shall be entitled to Gross revenue received by sale of dwelling units residential, commercial units, super area built in proposed Group Housing Colony @ 77.5% till 3.75 FAR of the Group Housing Colony. In case the concerned authority allows any additional FAR over and above 3.75 FAR, the Second party/Developer shall be entitled to share the Gross Revenue received by sale of dwelling units, residential, commercial units, super area in respect of Additional FAR built in proposed Group Housing Colony @ 82.5%.

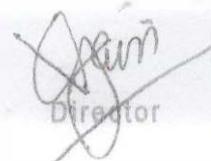
c) Possession of the site has already been handed over to the Second Party after fencing the land, and the Developer/ Second Party has already started developing an office and a sample flat at site.

d) A General Power of Attorney (in the agreed format shall be executed and registered by the First Party and the Confirming party in favour of the Second Party within 15 days from the date of execution of this Agreement, authorizing it to do all acts and work connected with the development, construction and completion of the Group Housing Colony, sale and marketing of the dwelling units/ super built up area to be constructed on the Said Land.

e) The Equity Shares equivalent to 10% of the Issued share capital of the First Party will be transferred in favour of the Second Party/ Developer and /or its nominee by the shareholders/ Promoters of the First Party upon payment of the entire sale consideration for the sale and transfer of the said 10% Equity Shares which shall be Rupees. One Crore fourteen Lacs thirty thousand only. Despite the transfer of 10% Equity Shares in favour of the Second Party by the First Party and payment of the revenue share to the First Party as agreed herein, the sale consideration towards the purchase and transfer of Equity Shares shall be given to the original promoters of First Party directly as per terms and conditions of the Share Purchase Agreement (the "Share Purchase Agreement") to be entered into between the Second Party and the shareholders of the First Party simultaneously with the execution of this Agreement, specifying and containing the mutually agreed detailed terms and conditions of the sale and transfer of the Equity Shares of the First Party by the shareholders of the First Party in favour of the Second Party/ Developer and/ or Its nominee and the rights and obligations of each party thereunder.. The shareholding and directorship pattern of the First Party as agreed between the parties and


Director

For RISE PROJECTS PVT. LTD. For SMV AGENCIES PVT. LTD.


Director

their promoters under this Agreement same shall be captured in detail in the Share Purchase Agreement. Till the time the Second Party does not pay entire consideration as agreed herein to the First Party, the Second Party shall not be entitled to take any decision of the First Party especially Gross Revenue of the First Party as agreed herein.

f) One nominee of the Second Party/ Developer shall be appointed as Director on the Board of the First party upon receipt of payment of be Rs. One Crore fourteen Lacs thirty thousand only who shall have the affirmative rights on the matters prescribed in terms of Annexure I hereof.

g) The First Party shall file requisite forms for recording appointment of nominee of the Second Party as director on the board of the First Party.

(ii) Consideration to be received by the First Party:

(a) The First Party shall receive 22.5% of the Gross Revenue received from the sales of dwelling units, residential, commercial units, super area built in proposed Group Housing till 3.75 FAR of the Group Housing. In case the concerned authority allows any additional FAR over and above 3.75 FAR which shall include the compoundable FAR and any future purchasable FAR under the applicable laws/rules, the First Party shall be entitled to share 17.5% of the Gross Revenue received from the sale of dwelling units, residential, commercial units, super area in respect of Additional FAR built in proposed Group Housing. However, the Second Party shall not be liable to pay any consideration to the Confirming Party or any constituent Companies of the land owning consortium.

(b) The First Party shall be entitled to Minimum Guarantee of Rupees. Forty Seven Crores fifty lacs only towards its share in the Gross Revenue which shall be payable by the Second Party in a time span of 3 (three) years as per **Annexure- D**.

In case the amount received as mentioned in clause 4(ii)(a) does not meet the amount of the Minimum Guarantee, the same shall be made good through ~~5 undated~~ ^{POST-DATED} Cheques each of Rupees Five Crores only which are being handed over to the First Party by the First Party along with execution of this Agreement. The amount received in the Escrow account shall be reconciled after 12th, 18th, 24th, 30th and 36th month from the date of execution of this Agreement and the Minimum Guarantee amount payable till the reconciliation date and the differential amount to complete the Minimum Guarantee, if any, shall be completed through the undated cheques after adjusting the received amount upon reconciliation by the First party as per Annexure-K. However, the Cheques handed over by the Second Party to the First Party can be presented only if a notice for reconciliation is given and the amount found payable is not paid by the Second Party in its exact denomination within 15 days of reconciliation. Details of Cheques handed over to the Confirming Party ~~XXXXXXXXXXXXXXXXXXXX~~ In case the Developer/ Second Party fails to pay the agreed amount on stipulated time, the First Party shall give cure period of 6 months to the Second Party and it will be liable to pay the balance amount along with interest @ 24% p.a. with quarterly rests from the date it became due till the date of payment within 6 months cure period. In case the Second Party fails pay the agreed share of the First Party within 6 months cure period, the First Party shall have right to terminate this Agreement, revoke the GPA, taken over the Group Housing Project from the Second Party and the Second Party will be left no, right title and interest in the said project.

Additionally, upon obtaining completion certificate of the Project, the proportionate share of monies to be paid by the Second Party to the First Party for the pending unsold inventory will be calculated, at the then mutually agreed price and will be paid by the Second Party to the First

For AGRG Infratech Pvt. Ltd.

For RISE PROJECTS PVT. LTD.

For SMV AGENCIES PVT LTD.

Director

Director

Director

Party. Simultaneously with such payment, the Second Party will become entitled to 100% revenue being generated by the sale of the pending inventory in the project and the First Party will have no right on the revenue generated thereafter. On payment of such a proportionate share of monies, the First Party shall confirm the Second Party the settlement of its dues from the Said Project.

5. Second Party/ Developer's Scope of the work and Expenses:

(a) The Second Party/ Developer shall design, develop, construct, market and execute the entire Group Housing Colony on the Said Land at its own cost subject to the terms and conditions of the License, the sanctioned lay out plan and the Development Agreement dated 13.02.2007 executed with GDA etc. in accordance with applicable laws, rules and regulations and circulars issued by the appropriate authorities. The Project shall involve the following stages:

- Concept development.
- Preparation of design, Layout, building plan by architect.
- Sanction of layout plan, building plan and apply for and obtain necessary clearances and/or permissions / approvals for construction;
- Development, construction and financing the Project;
- Marketing and sale of the said Project.
- To bear all expenses for purchase of FAR
and indirect cost for the drawing approval, purchasable FAR, compounding expenses, completion etc.
- Delivery / Possession of Completed Units to the respective purchaser.
- Subsequent handover to RWA of the common facilities as per UP Apartment Act, 2010.
- To design, develop, construct, market and execute the entire Group Housing Colony on the Said Land at the costs and expenses of the Second Party only.

(b) All expenses involved in and for obtaining licenses for Group Housing colony, for purchasing FAR of 3.75 or at the higher limits as per rules and Bye laws of the Government of U.P. and GDA, tax clearances, permissions, or sanctions from the concerned authorities shall be incurred and paid by the Developer/ Second Party only.

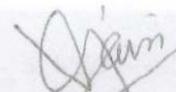
(c) That the entire cost of construction of the entire Group Housing in H Block on the Said Land as per Schedule-1 including the charges and fees of the Architect(s), preparation of plans as also all other statutory fees and charges incidentals including Security Fees, License Fees for Additional FAR, Electricity and Water Security Charges, any type of renewal charges, payable now or till the Group Housing is completed payable to the Government and/or any other authority for the provision of peripheral or external services to the Said Land/Group Housing, provision of air-conditioning facilities and fire-fighting equipment/arrangements, as may be prescribed by the Concerned Authority, shall be wholly to the account of the Developer/ Second Party at its own cost as will be each and all development costs till the completion of the project.

(d) All the Liabilities/ Dues, charges such as property tax, electricity charges, water charges, parking charges, maintenance charges if any, found due before the transfer of possession of the Said Land i.e. till 02.06.2014 to the Second Party/ Developer shall be borne and paid by the Owner/ First Party, thereafter, it is sole responsibility of the Second party/ Developer to clear all the dues in this regard.

For AGRG InfraTech Pvt. Ltd.


Director

For SMV AGENCIES PVT. LTD.


Director

- (e) To develop, market and sell the units in the open market and collect funds at their risk and cost and to deposit the same in the Escrow Account as provided herein.
- (f) To get all the statutory approvals for the Group Housing at its risk and cost.
- (g) For the purposes of the development of the Said Land, the Developer shall have full authority to interface and deal with any concerned Authority including but not limited to submission of the draft plan, obtaining the Approval(s) and all such other approvals, licenses, no-objections as may be required under the Law. The Developer shall have the full right and authority to apply for or agree to modifications to the Sanctioned Plan as may be considered proper by the Developer from time to time.
- (h) The Developer shall manage the entire Project and the day-to-day affairs and shall be in full control and charge of the Project and will use its technical know-how, experience and expertise to manage and maintain the same as long as a society/association is formed for the management of the Project.
- (i) To make payment direct and indirect for the purchase of FAR from 2.5 to 3.75 and thereafter at their risk and cost.
- (j) To get the drawing approval done of Group Housing Colony and pay all direct as well as indirect cost to GDA / competent authority.
- (k) To develop and construct the Group Housing Colony as per the design sanctioned by GDA.
- (l) To construct its separate Sewerage Treatment Plant (STP) in its own area of Group Housing Colony, and connect the over flow drain after using the water for landscaping purpose and irrigation purpose, to the main drain outside the plot in the main drain of the township. It has been further clarified that the First Party has no right or claim to connect any other extra connection of outside the plot of land in the said STP. The underground tank and STP for the Group Housing Colony shall be constructed by the Second Party at its own cost. However both the First and Second Party agree that if requested by the First Party, the Second Party shall collect/ connect the sewage of the entire H Block except for GH-02 and Commercial -1, to its STP subject to mutually agreed cost paid by the First Party to Second Party subject to availability of capacity.
- (m) All electricity payment for connection, installation, fixed and security charges and other charges in the Group Housing Colony shall be made by the Developer/ Second Party.
- (n) The Developer or any agency nominated by it shall have the sole right to maintain the completed building(s) of the Project and other areas/facilities as per the provisions of Applicable Laws and all the occupants of the Project shall be bound to observe the rules and regulations framed/ adopted by the Developer and/or of any agency nominated by the Developer. All decisions of the Developer with regards to the maintenance shall be final and binding on all the occupants of the building(s) of the Project as per UP Apartment Act, 2010.
- (o) The Second Party and their Allottees / Flat Buyers / Subsequent Transferees/ RWA shall also be liable to pay to the First Party or its nominee township maintenance charges as may be determined by the vendor for maintaining various services/ facilities in the township such as, but not limited to, Street lighting, maintenance of external sewer, garbage disposal and scavenging

For AGRG Infra



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Director

of streets and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a local body, RWA for maintenance. It shall be mandatory for the Second Party to incorporate this clause in the Allotment letters, Agreement to Sell / Flat Buyer Agreements and Sale Deeds etc. to be executed by the Second Party in favour of their Allottees/Flat Buyers/Subsequent transferees etc. The said township maintenance charges will be 20% of the prevailing maintenance charges of the flat/ apartment of the GH 01 or as per the prevailing rates for the township maintenance.

6. Owner's Scope of the work and Expenses:

(a) First Party/ Owner has taken MOEF clearance, Pollution Clearance, Central Ground Water Clearance, Extension of Time for completion of township project from GDA/ governing authority and demarcation of Group Housing plot to be developed by the Developer/ Second Party by GDA including Revenue Department/ Land Acquisition Department of GDA etc. as per the previous layout plan approved by the Authority and the rest is to be taken by the Second Party only at its own expenses.

(b) That all the sanctions and approvals of the revised township map with a FAR of 2.5 from GDA has been obtained by the Owner/ First Party.

(c) The Owner/ First Party shall provide and shall comply with/ extend the NOC for townships till required as per GDA by laws. The Owner/ First Party will provide all the required permissions and extension of time from all the Competent Authorities in respect of the Entire Township as well as for the plot in which the said land of Group Housing Colony exists at the costs and expenses of the Developer/ Second Party.

(d) To provide all the basic amenities & facilities such as Road, outflow drain from STP and single point electricity connection up to the boundary of the said land to the Developer/ Second Party. The electricity charges has to be borne by the Second Party as per the approved plan, payment to be made as and when asked/ demanded by the First Party.

(e) To provide electric permanent load connection as per the requirement of the Developer/ Second Party on or before six months from the date of offer of possession of any of the first tower of Group Housing constructed on the said land at the costs and expenses of the Developer/ Second Party as per actual including all direct and indirect costs as and when demanded by the Owner/First Party.

(f) All rates, cesses and taxes due and payable in respect of the said land up to the date of handing over possession of the Said Land i.e. 02.06.2014 shall be the exclusive liability of the Owner/First Party, thereafter the Developer/ Second Party is responsible for the same.

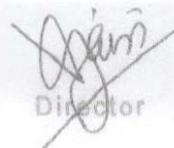
(g) To provide accessibility to the Group Housing Colony constructed on the Said Land from NH-24 through 24 M wide road which will be constructed and maintained by the Owner/First Party at its cost and expense.

(h) To provide requisite space for putting up advertisement hoardings of the proposed Group Housing on the main entry point from the National Highway as per Developer/ Second Party's requirement, the plan for which has to be submitted and approved by the Owner/ First Party at the cost and expenses of the Developer/ Second Party.

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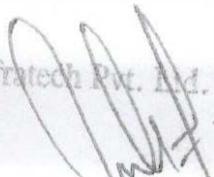

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- (i) To cooperate with the Developer/ Second Party in increasing the unit density in the Group Housing Colony to be constructed on the said land strictly as per applicable rules and Byelaws, if possible for making the project fast saleable at the cost and expenses of the Developer/ Second Party.
- (j) All landscaping and the street lighting including the 24 meters access road from the NH-24 up to the boundary of the said land shall be constructed and completed by the Owner/First Party and the Confirming Party at their cost and expenses.
- (k) To obtain part completion certificate of H Block of the said township as and when permissible by GDA/ other concerned authorities and desired by Developer/ Second Party at the cost and expenses of the Developer/ Second Party.
- (l) The Owner/First Party shall lay the outflow drain for excess waste water till the boundary of the Group Housing to be constructed on the Said Land at its own cost and expenses.
- (m) The Owner/First Party will cooperate with the Developer/ Second Party for the sanction of its Group Housing map to be constructed on the Said Land till its completion at the cost and expenses of the Developer/ Second Party.
- (n) The Owner/First Party shall obtain any approval for the township if required or demanded by the governing authority and proportionate cost in respect of H Block shall be borne by the Developer/ Second Party.
- (o) To Facilitate the Developer/ Second Party with all the paper works which may be required for getting approval, sanction and completion of the Group Housing on the Said Land.
- (p) The First Party shall not do any act or deed which would in any manner, whatsoever, including but not limited to creation of any parallel documentation, be in conflict or contrary to the marketing and sales program or strategy of the Developer.

7. Obligations of the Owner/ First Party:

- I. To keep the title in respect of the Said Land free from all encumbrances and not to enter into any Agreement or arrangement and/or to create any right in favor of any person other than the Developer/ Second Party in respect of the Said Land or any constructions thereon.
- II. To pay all charges, dues, levies as may be payable in respect of the Said Land up to the date of handing over possession of the Said Land to the Developer/ Second Party.
- III. To keep the Developer/ Second Party indemnified against any claim/claims or demands or against any defect in the title in respect of the Said Land.
- IV. To apply for and obtain all necessary permissions/approvals and/or licenses as may be permissible by GDA/ the Competent Authority under the scope of work of the Owner/First Party and for that purpose to sign, file and submit all requisite application, papers, forms and documents as may be required by the authority from time to time and apply for any extension/ renewal of the license so as to keep it valid and subsisting till the conclusion of the Project subject to all expenses towards Bank Guarantee, EDC, IDC and other fees and expenses with respect to the Said Land shall be borne and paid by

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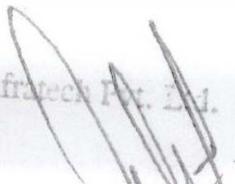
the Developer/ Second Party save and except as agreed to be borne by the Owner/First Party and the Confirming Party. The cost and expenses for any statutory charges regarding the Group Housing Colony is the sole responsibility of the Developer/ Second Party.

- V. To authorize the Developer/ Second Party for development, construction, finance, market and sell the Group Housing Colony on the Said Land and for that purpose will execute requisite Power of Attorney and any other documents as may be required in this regard in favour of the Developer/ Second Party or its nominee/s.
- VI. The First Party agrees and acknowledges that, based on the assurances, representations and warranties provided by the First Party under this Agreement, the Developer shall incur substantial expenditure for the construction and development on the Said Land and the First Party shall not rescind or terminate this Agreement or rescind the rights/ permission/ license so granted to the Developer unless the Second Party defaults in making payment of the First Party's Gross Revenue share as agreed herein.
- VII. The First Party shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- VIII. The First Party hereby confirms that:
- (i) The Developer shall have the sole right to market, book, allot, transfer, let, lease the units/super areas in the Project to the prospective buyers/ transferees. The First Party shall provide full co-operation and assistance in this regard and undertakes not to cause any interruption in the same.
 - (ii) The First Party hereby authorizes the Developer to sign/ execute and register the tripartite/ other agreements on behalf of the First Party and the First Party shall execute/ register the GPA including any other documents in favour of the Developer providing such authorization in respect hereof in terms of Annexure I.

8. Obligations of the Second Party/ Developer:

- I. That all the necessary licenses and approvals and sanctions of the Building Plan by the Concerned Authority has been received, thus the Developer/ Second Party shall commence the construction of the Group Housing on the said land using the maximum FAR and shall complete the construction and market the project out of its own funds and resources as agreed in this Agreement.
- II. To complete the Project within a period of 5 years from the date of approval of drawing from GDA or commencement of Zero Date whichever is earlier i.e. 15.04.2015 & shall get the final approval of the Building Plan by the concerned authority out of its own funds and resources and completion certificate/ occupational certificates. Completion of Project within stipulated time is the essence of the Agreement. In case the Group housing Project is delayed, the Developer/ Second Party is liable to pay Minimum Guarantee in a time period of 3 years as per Annexure-K.

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Director

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- III. To provide all the account details of the amount received for the sale/ booking/ allotment of the dwelling units, Residential/ Commercial units in the Group Housing Colony as and when demanded by the Owner/First Party.
- IV. That the Developer/Second party shall have full authority and power to develop the Said Land at its absolute discretion in consonance with the terms and conditions of the Licenses/ Permissions/ Approvals and as per applicable by laws at its own cost and expenses with full authority and power to market/sell/ transfer the Group Housing Colony and the common areas and facilities thereof subject to transfer of Gross Revenue share of the Owner/ First Party as mentioned in clause 4 above.
- V. To make timely payment as per **Annexure-D** in accordance with Zero Date.
- VI. To comply with the byelaws, rules, regulations, policies, laws and GDA norms as applicable for the construction of the Group Housing.
- VII. In case of destruction of the Group Housing due to Force Majeure the Owner/ First Party shall not be liable to make good for the same and the Developer/ Second Party shall repair the same at its own cost and expenses.
- VIII. Obtaining all requisite approvals, permissions, any additional licenses and sanctions other than those already obtained by the Owner (i) Developer shall solely be responsible for the entire development of the Project, including but not limited to (ii) conceptualizing, planning, engineering, procurement, coordination of the Project; (iii) appointing and controlling consultants, vendors, contractors in relation to development of the Project; (iv) timely completion of construction and development of the Project; (v) overall marketing and sales of the Project (vi) all payments for the same and (vi) compliances with all applicable laws, rules, regulations, notifications, circulars, bye-laws, which may be applicable to the Project from time to time.
- IX. To apply for and obtain expeditiously and in a timely manner from the relevant authorities all approvals for development and construction of the Project that are required to be obtained by Developer for construction and completion of the Project and keep the same valid and subsisting throughout of the Project.
- X. To carry out within the specified Project Timelines the construction and development of the Project until completion of the development of the Project including marketing, leasing or sale of the saleable area/ saleable unit and every part thereof. The revenue of which forms part of the Gross Revenue.
- XI. To do all such acts, deeds and things that may be required for the Project or for the compliance of this Agreement.
- XII. To appoint, employ or engage consultants, architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons and shall also take third party insurance of such persons.
- XIII. To make payment and/or receive the refund of all deposits or other charges to and from all public or governmental authorities or public or private utilities relating to the development of the Project paid by Developer.

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- XIV. To make applications to the concerned governmental authority or semi- governmental authority in respect of and carry out, all the infrastructure work, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub stations and all other common areas and facilities for the proposed buildings to be constructed on the said Land as may be required by any approval, layout plan, or order of any governmental authority or semi-governmental authority and acquire relevant approvals for obtaining water and electricity connection and approvals for cement, steel and other building materials, if any as the Developer deems fit.
- XV. Generally any and all other acts, deeds and things that may be required for the implementation of the Project.
- XVI. All documents for sale, transfer, allotment of saleable units to be executed with the purchaser, lessees, licensees including Allotment Letter, Unit Buyer Agreement, Agreement to Sell, Conveyance Deed, Lease Deed, License Deed etc. shall be signed and executed by Developer on behalf of the Owner as their duly constituted attorney.
- XVII. Any amounts payable to any of the customers upon cancellation/ termination of the Unit in the Project shall be refunded by Developer. The Owner shall however not be liable to refund/ repay any interest, penalty, damages that may be imposed upon Developer for any delay or deficiency in delivery of the saleable unit, which shall be the sole liability of Developer. The Developer will keep OWNER fully indemnified against any other claim, litigations which may occur on account of any such delay or deficiency in service by Developer.
- XVIII. Any certified information data regarding costs estimates and costs incurred, sales, gross total revenue, the Owners' revenue share or any other information or data as may be required by the Owner for filing of any statutory or corporate returns, applications or compliances shall be furnished by Developer to the Owner within 7 (seven) days of demand by the Owner.
9. That save and except as expressly agreed to be borne by the Owner/First Party as stated herein all the costs of the Project as stated herein right from the day of commencement of construction, till the Project is ready for occupation shall be the sole responsibility of the Developer/ Second Party. Such costs shall also include cost of material and all costs of expenses for completing the Group Housing Colony in H Block in all respect till it is ready for occupation as per laws and directive of GDA, Ghaziabad and all other expenses and costs connecting and relating to the same including obtaining of part and/or final completion certificate and handing over possession of the units to the prospective purchasers.
10. The EWS/ LIG units as per the approved plan dated were provided by the First and Confirming Party. Developer/ Second Party has to construct 67 Units of EWS/ LIG on account of purchasable FAR from 2.5 to 3.75 for GH 01 purely on its account. However, on insistence of the Second Party and to facilitate a better Layout, First and Confirming Party agreed to revise its own area provided for EWS/ LIG and added 67 nos of EWS/ LIG units adding approx. 32,000 sq. ft. of built up area in addition to previously approved plan. The Second Party has agreed to pay part payment of construction cost towards these additional

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67 no EWS/ LIG units to First and Confirming Party. The details of units comprised in EWS/LIG is set forth in **ANNEXURE I**.

The Second Party shall pay an amount of Rupees one Crore fifty lacs only in 6 months on monthly basis, i.e Rupees twenty five lacs only per month starting from May, 2015 to the First and Confirming Party towards part construction cost of EWS/ LIG units. The balance of construction cost shall be received by the First Party and Confirming Party by selling the EWS / LIG Units to GDA/ Authorized Persons as guided by GDA. The Second Party shall not be authorized/ eligible to receive any payments towards these EWS/ LIG Units. The responsibility of the First Party and Confirming Party is limited to construction of these 67 Units (List and Drawing Attached) so far as GH 01 EWS/ LIG construction is concerned.

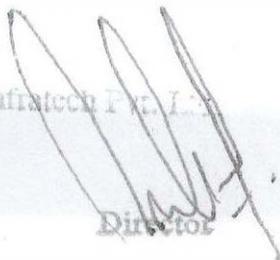
The First Party and the Confirming Party will ensure to construct and complete these 67 units of EWS/LIG within the period of three (3) years or completion of payment of Minimum Guarantee Amount of Rupees Forty Seven Crores Fifty Lacs Only by the Second Party to the First Party, whichever is earlier. The Parties shall monitor the progress of construction of EWS/LIG on every reconciliation, and it is agreed that if the construction of EWS/LIG is not completed within the period of 3 (three) years by the First Party or the Confirming Party, as the case may be, the Developer shall stop the payment to the First Party beyond this amount of Rupees. Forty Seven crore Fifty lacs only till such time the construction of the EWS and LIG is complete. The second party shall thereafter pay to the First Party its proportionate share of revenue without any interest / penalty for the period the said revenue share has been withheld by the Second Party.

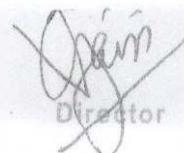
11. That the Parties have agreed to adhere to the business plan as attached with this Agreement, however, the same may vary in time due to variations in the market conditions and as agreed by both the First and Second Party. This business plan is an integral part of this Agreement.
12. That the Group Housing shall be built and developed by the Second Party as per the rules , regulations , byelaws imposed by GDA or any competent authority from time to time till the completion of the Project . The Second Party shall follow all the terms and conditions imposed as per U.P. Apartment Act 2010 strictly.
13. That all the employees may be workmen, officials or otherwise who are engaged or working with the said Project directly or indirectly, at the site or otherwise shall be the employees/ officials of the Developer/Second party exclusively. All their wages, insurance, accident claim or other dues statutory or contractual or on any other account shall be payable exclusively by the Developer/Second party. In such circumstances, on account of any unfortunate happening may be at the site or otherwise in any manner arising/concerning and connected to the proposed Project and any compensation in any manner becomes payable either to the workmen/officers or to their heirs or any other account connected and concerning the Project, the same shall be exclusive liability of the Developer/Second party.
14. The Developer/Second Party agrees that if any changes, additions, alterations, rectification or the like in, the Building Plan of the Project are necessary for obtaining the occupation/completion certificate, the said additions, alterations, rectification etc. will be carried out by the Developer/Second party at its own costs and expenses so that occupation/completion certificate/s is granted by the concerned authorities and the Owner/ First Party shall cooperate with the Developer/Second Party for getting the same.

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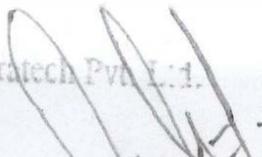

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15. That the Developer/Second Party shall be entitled to apply for, obtain and retain the refund of all fees, deposits, etc. if any, made by it for the various permissions, sanctions, approvals from time to time, from GDA/ the concerned authorities. If any refunds etc. are made in the name of Owner/First Party which has been paid by the Developer/ Second Party, the same shall be reimbursed to the Developer/Second Party within 15 days of receipt of the same. If the same is not refunded within the said period of 15 days, the same shall be refunded alongwith interest at the rate of 24% per annum for the period of delay.
16. That all charges, expenses and outgoing expenses towards water and electricity, during development of the Group Housing shall be exclusively borne and paid by the Developer/ Second Party in entirety as and when demanded by the First party based on the payment timeline of the respective authorities.
17. The Developer shall get the Building Plan for the Project prepared at its own cost and shall obtain all other clearances like sanctioning, zoning, renewal of license etc. which shall be done by the Developer/ Second Party at its own costs and expenses.
18. The Developer/ Second Party shall entirely and solely be responsible and liable for any deviations made from the approved plans of the buildings and shall bear and pay all charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations from the sanctioned plans.

19. Indemnity:

- i. That each of the Parties hereby agrees to indemnify and keep each other indemnified against other party's liability, claims, danger or any other proceedings as a consequences of any act, omissions of the both Parties related to the Said Land, development, construction, business module, operations etc. including any other obligations under this Agreement.
- ii. The Developer/ Second Party hereby undertakes to indemnify and shall always keep indemnified the Owner/First Party and the Confirming Party, its directors, its employees, workmen and its agents against all claims, demands, damages, penalties, costs or expenses, litigations, legal proceedings, accidental claims etc. of any kind, civil or criminal, whatsoever which may arise against or to be incurred pursuant to conducting development of the Said Land or incidental to the development, due to any accident, or otherwise caused by any act, default or neglect of the Developer/ Second Party or any of its employees or otherwise arising from breach of any of the provisions, undertakings representations and warranties and covenants of this Agreement. In case of destruction of the Group Housing due to Force Majeure, the Owner shall not be liable to make good for the same and the Developer/ Second Party shall repair the same at its own cost and expenses. The Second Party further agrees that it shall indemnify and keep indemnified defend and hold harmless Owner and its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages (excluding any indirect or consequential losses) suffered, arising out of, or which may, inter alia, arise out of the following:-
 - (i) any default in complying with the terms and conditions of the license, sanctioned building plan(s), approvals pertaining to the Project and/ or

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- (ii) delay in handing over possession of the Units to the buyers as per the terms of Agreement signed with them;
 - (iii) defending Owner in case of any action by the Buyer(s) for any delay, deficiency in service or substandard goods or materials used;
 - (iv) all matters concerned with respect to payment by Developer to its contractors, Vendors sub-contractors, workers or employees;
 - (v) compliance with all legal requirements in respect of contractors, sub-contractors, workers or employees employed by DEVELOPER in the Project;
 - (vi) any type of accidents that may occur during the course of development of the Project;
 - (vii) delay in completion of project and/ or getting completion certificate as agreed herein,
 - (viii) default in making payments to owners of the units and/or to any third party as agreed herein,
 - (ix) deviation from the sanctioned plans or default in complying with any of the approval, licenses, building plans etc.
 - (x) any claims, demands, suits, litigation and proceedings of any nature in respect of the Project pursuant to this agreement or arising out of any contravention by Developer of any procedural or substantive laws, judicial decisions, arbitral decisions, statutes, constitutions, moratoria, ordinances, rules, regulations, standards, orders and other requirements (including those relating to the environment, hazardous materials, or health and safety) of any relevant Governmental Authority or by any third parties or on any other account whatsoever.
 - (xi) any claim, demand or liability arising due to mortgage of the said land by the Second Party.
- III. In case any portion of the Said Land and/or construction on the Said Land or part thereof is ever taken away or goes out from the possession of the Developer/ Second Party whether permanently or temporarily on account of any legal defect in the ownership and title of the Owner, the Owner would be liable and responsible to make good the loss suffered by the Developer/ Second Party. The Owner shall indemnify for such losses, costs, damages, fines, penalties and expenses accruing thereby to the Developer/ Second Party on that account.

20. Bank Guarantee:

I. All the Bank Guarantees to GDA/ the Competent Authorities required for the Project shall be furnished by the Developer/ Second Party. If any further Guarantee/s is required to be submitted to any authority or department, concern authority, Ghaziabad towards any requirements, it/these shall be furnished by the Developer/ Second Party irrespective of the fact

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that the First and/or Confirming Party are called upon to be furnished by the concerned authorities, as per statutory requirements and/or administrative directions or otherwise.

II. The Developer shall be entitled to refund of all fees, security deposits and other charges of whatsoever nature deposited by the Developer with various statutory authorities with respect to the Project including any approval. The First Party undertakes and agrees that it shall pass such refund to the Developer within 15 (Fifteen) days of receipt of the same.

21. Right to Mortgage:

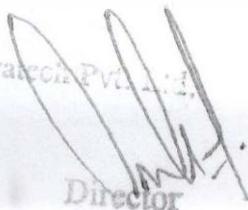
I. The Second Party/Developer shall have the right to take loan/funding/borrowing for construction of the Group Housing on the Said Land from any scheduled Bank/NBFC/Financial Institution or FDI partner by way of creation of mortgage or encumbrance over the Said Land and Gross Revenue subject to the condition that the Second Party shall all time maintain the assets in the current Project up to the value of construction loan taken by it, however such mortgage shall not affect any rights, title and interest and share of the First Party/Owner under this Agreement. All liability arising on the Said Land due to loan/borrowing taken by the Second party/Developer, the Second Party/Developer shall bear all the costs and expenses to get the Said Land free from the mortgage and the First Party shall not be responsible for the same on any account whatsoever.

II. The First Party and Confirming Party shall cooperate with the Second Party for obtaining loan/borrowing facilities by the Developer. The Owner agrees to sign any document only for the purpose of creating an Encumbrance on the said Land and provide NoC/Title deeds as may be required by the Developer for creating a mortgage, equitable or otherwise but none of its Directors/ Shareholders will be called upon to give any personal guarantee . Further the amounts that will be borrowed by the Developer shall be deposited in a separate account and shall be used for the purpose of construction of the Project only and not for any other purposes.

III. It is agreed between the Parties that, if required by the lender/funding institution, the First Party and Second Party shall open a new escrow account or convert the existing account into such new escrow account, on the terms and conditions agreeable to the lender/funding institution and the Parties or the Second Party, as the case may be, will enter into and execute a new escrow agreement. This new escrow account will supersede the existing escrow agreement, however, the Second Party will ensure that the payment to the First Party towards its agreed share from the Gross Revenue will be continued and such understanding is included and incorporated in the new escrow agreement. The funds so raised shall be utilized for its intended purpose only and shall be routed through the said Escrow account as prescribed by the funding Institution .

It is also understood and agreed by the developer that any money received on account of the project through any direct or indirect source i.e bank loans , FDI's shall be deposited in this account only and the developer shall make sure that these considerations are exclusively used for the development and construction of this project only. It is also understood and agreed by the developer that there will be no other account except the said escrow account for this project to receive any sale consideration on account of tis project .

For AGRG Infracon Pvt. Ltd.


Director

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22. Specifications:

That the building plans and construction for the said Group Housing shall be in accordance and conformity with the Zonal Plan and Rules and Bye-laws of GDA and/or other Authority as may be prescribed from time to time.

23. Fire – Fighting:

Whatever fire-fighting equipment and installations including civil works are necessary will be provided by the Developer/ Second Party and the costs and expenses thereof will be met by the Developer/ Second Party in its entirety.

24. Commencement Time & Force-Majeure:

That the commencement of construction shall be deemed to have commenced on the day subsequent to Zero Date i.e. 15.04.2015 and the same shall be completed within a period of 5 years from the Zero Date. All the terms are of the essence of this agreement.

That this Agreement shall be subject to force majeure circumstances which shall include earthquakes, floods, fire or any other natural calamities, declared war or issues relating to ownership of land which restrains/ prohibits the Developer/ Second Party from proceeding with the Development.

25. Miscellaneous:

i) It is hereby expressly agreed and understood by and between the parties hereto that this Agreement does not constitute a partnership or association of persons between 'Owner' and 'Developer/ Second Party' and 'Confirming Party' nor is any partnership contemplated nor does it tantamount to forming an association of person.

ii). This Agreement constitutes the entire understanding between the parties and there are no promises, assurances, undertakings or any other terms and conditions other than what is stipulated in this Agreement.

iii). The provisions of this Agreement shall not be altered added to or omitted except in writing duly signed by both the parties.

iv). The waiver (express or implied) of a breach of any provision of this Agreement shall not be construed as a waiver of any other provisions thereof or a waiver of subsequent breach of the same provision.

(v) That this Development Agreement forms a typical development agreement wherein:

First Party	:	Land Owner.
Second Party	:	Developer
Confirming Party	:	Lead Member of the township where GH-01 exist.

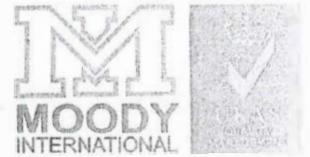
26. Mutual Notices:

All mutual notices shall be served upon the addresses given above.

SMV Agencies Pvt. Ltd. ANNEXURE

Jaipuria Sunrise Plaza, 12-A, Ahinsa Khand, Indrapuram, Ghaziabad - 201 010
Ph: 0120-4849000 (20 Lines) Fax: 0120-4253913
E-mail : enquiry@jaipuria-group.com, Visit us at : www.jaipuria-group.com

F



Possession Letter

In furtherance of M.O.U. dtd. 28th of January 2014, the possession of land for plot GH 1, at Block H of 'JAIPURIA SUNRISE GREENS NH-24' in village Shahpur Bamheta, District Ghaziabad being developed by M/s SMV Agency Pvt. Ltd. is handed over at site to M/s. RISE PROJECTS PVT. LTD today at 11 AM on 2nd day of June 2014.

M/s. RISE PROJECTS PVT. LTD. is fully competent and authorized to construct site office, undertake project related construction activity and start the construction thereof, apply for a electric and/or water connection in its own name at the site.

For M/s SMV Agency Pvt. Ltd.

For SMV AGENCIES PVT. LTD.

Director / Auth. Signatory

Authorised Signatory

Possession is taken over

For Rise Projects Pvt. Ltd.

Authorised Signatory

For SMV AGENCIES PVT. LTD.

For AGRG Indratish Pvt. Ltd.

Director

For RISE PROJECTS PVT. LTD.

Director



Jaipuria Group
REAL ESTATE DIVISION

An ISO 9001:2000 Certified Company

ANNEXURES AND SCHEDULES TO BE INSERTED/ATTACHED

Schedule 1 – Details of Land

Annexure A – Copy of License

Annexure B – DPR of the Project approved & Sanctioned by GDA

~~Annexure C – Development Agreement with GDA~~

Annexure D – Minimum Guarantee Schedule

Annexure E – Business Plan and Sales and Marketing Plan of the Group Housing colony

Annexure F – Possession Letter

Annexure G – Master Layout Plan Approval Letter

~~Annexure H – ...~~

Annexure I – EWS and LIG Flats Details

For AGRS Infratech Pvt. Ltd.


Director

For RISE PROJECTS PVT. LTD For SMV AGENCIES PVT. LTD.


Director


Director



Schedule 1

Land description for GH-01

Project Organic Homes
Location Vill. Shahpur Bamheta ,Ghaziabad

S.No	Khasra No.	Area (Sqm)	Remarks
1	731	2020	
2	1522	500	
3	1527	980	
4	1528	980	
5	1529	3982	
6	1530	2478	
7	1534	1580	
8	1536	4078	
9	1537	972	
10	1538	1492	
	Total	19062	

For SMV AGENCIES PVT. LTD.

For AGRG Infotech Pvt. Ltd.

For RISE PROJECTS PVT. LTD.

Director

Director

Director



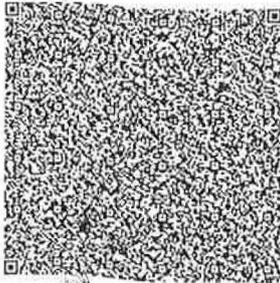
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Annexure R-18

Certificate No. : IN-UP01565161574478N
 Certificate Issued Date : 23-Dec-2015 05:30:PM
 Account Reference : SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
 Unique Doc. Reference : SUBIN-UPUPSHCIL0101879771852795N
 Purchased by : MESSERS RISE PROJECT PVT LTD
 Description of Document : Article 23 Conveyance
 Property Description : KHATA NO.72, KHASRA NO.2909 M AND 2910 M, VILLAGE SHAHPUR BAMHETA GZB
 Consideration Price (Rs.) : 6,39,600
 (Six Lakh Thirty Nine Thousand Six Hundred only)
 First Party : MESSERS SMV AGENCIES PVT LTD
 Second Party : MESSERS RISE PROJECT PVT LTD
 Stamp Duty Paid By : MESSERS RISE PROJECT PVT LTD
 Stamp Duty Amount(Rs.) : 45,000
 (Forty Five Thousand only)



Verified By

(Chandra Mohan)
 Registration Clerk
 Sadar-Jet, Ghaziabad

Locked By

(Sanjay Shrivastava)
 Registrar
 Ghaziabad

Please write or type below this line.....

For RISE PROJECTS PVT. LTD.

[Signature]
 Authorized Signatory

0002755702

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.
 2. The omission of the date and time of registration renders the Certificate invalid.

लेखपत्र का संक्षिप्त विवरण
विक्रय पत्र

- (1) भूमि का प्रकार- (कृषि भूमि)
- (2) वार्ड परगना- वार्ड नम्बर परगना डाराना
कोड नं०-
- (3) मौहल्ला/ग्राम - ग्राम शाहपुर बम्हैटा तहसील व जिला गा० बाद
- (4) सम्पत्ति का विवरण (सम्पत्ति नं०)-कृषि भूमि
खाता नम्बर-72
खसरा नं० 2909 मि० व 2910मि०
- (5) मापन की इकाई (हैक्टेयर/वर्गमीटर) हैक्टेयर
- (6) सम्पत्ति का क्षेत्रफल -0.01066 हैक्टेयर
- (7) सड़क की स्थिति (परिशिष्ट के अनुसार)- सामान्य
- (8) अन्य विवरण (9 मीटर रोड/कार्नर इत्यादि) मुख्य मार्ग से लगभग 200 मीटर की दूरी पर स्थित है।
- (9) सम्पत्ति का प्रकार :- कृषि भूमि
- (10) पेडो की संख्या- नहीं
- (11) ट्यूब वेल - नहीं
- (12) प्रतिफल की धनराशि -6,39,600/-रूपये
- (13) कलैक्टर दर - 5,94,00,000/-रूपये प्रति हैक्टेयर
स्टाम्प अंकन- 45,000-रूपये

for SMV Agencies Pvt. Ltd.
AS/11/11
Authorized Signatory*

For RISE PROJECTS PVT. LTD.
Authorized Signatory

विक्रय पत्र अंकन-6,39,600/-रूपये का।

स्टाम्प अंकन:-45,000/- रूपये का अदा किया गया

उ0प्र0 सरकार संस्थागत वि0क0नि0 5-2756/11-2008-500(1165)/2007 लखनऊ दिनांक 30 जून 2008
शेड्यूल 1 बी के अनुच्छेद 23 के खण्ड के ओदशानुसार स्टाम्प अदा किया गया है।

विवरण विक्रय भूमि:-

ग्राम शाहपुरबम्हैटा परगना डासना तहसील व जिला गाजियाबाद में भूमि खसरा नम्बर- 2909 मि0 कुल रकबई
0.0730 हैक्टेयर के बकदर भाग से रकबई 0.00376 हैक्टेयर व खसरा नम्बर- 2910 मि0 कुल रकबा 0.1340
हैक्टेयर के बकदर भाग से रकबई 0.0069 हैक्टेयर कुल खाता नम्बर- एक कुल खसरा नम्बरान दो कुल रकबई 0.
2070 हैक्टेयर के बकदर भाग से रकबई 0.01066 हैक्टेयर भूमि विक्रय है।

सीमाये

पूरब- खसरा नम्बर-2908

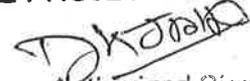
पश्चिम- खसरा नम्बर-2921

उत्तर- खसरा नम्बर-2911

दक्षिण- खसरा नम्बर-2921 व 2922



For RISE PROJECTS PVT. LTD.


Authorized Signatory

विक्रय भूमि मुख्यमार्ग पर स्थित नहीं है। मुख्य मार्ग से लगभग 200 मीटर से अधिक दूरी पर स्थित है।
विक्रय भूमि की बाबत दोनों पक्षों के मध्य पूर्व में कोई इकरार नामा महायदाबय पंजीकृत नहीं हुआ है।
विक्रय भूमि की सरकारी दर— 5,94,00,000/—रूपये प्रति हैक्टेयर है।

हम कि मैसर्स एस0एम0वी0 एजेन्सी प्रा0 लि0 रजि0 ऑफिस एस-25 मेन मार्किट ग्रीन पार्क नई दिल्ली-16 द्वारा
अधिकृत हस्ताक्षरी श्री शशांक वाष्ण्य पुत्र श्री राजकुमार वाष्ण्य निवासी कम्पनी उपरोक्त
(Resolution Date-16-11-2015) -फरीक अबल विक्रेता। (PAN:AAACS3405J)

एवं

मैसर्स राईज प्रोजेक्ट प्रा0 लि0,रजि0 आफिस लॉअर ग्राउन्ड फ्लोर, 195, राम विहार दिल्ली-92, द्वारा अधिकृत
हस्ताक्षरी श्री देवेन्द्र कुमार जैन पुत्र श्री इन्द्रप्रकाश जैन निवासी 7 कुणाल कुंज, रामा कृष्णा कालोनी, नियर शिव
टॉवर जी.टी. रोड गाजियाबाद(Resolution Date-18-11-2015)
- फरीक दायम क्रेता-(PAN:AAF3687G)

for SMV Agencies Pvt. Ltd.

Authorised Signatory

For RISE PROJECTS PVT. LTD.

Authorised Signatory



SHASHANK



इस विक्रय पत्र में विक्रेता के समस्त उत्तराधिकारीगण एवं न्यायिक व वैधानिक प्रतिनिधिगण सम्मिलित समझे जावे।

विदित हो कि उपरोक्त वर्णित भूमि के विक्रेता संक्रमणीय भूमिधर मालिक है तथा विक्रेता का नाम राजस्व अभिलेखों में दर्ज है। उक्त सम्पत्ति को विक्रेता ने बैनामा के द्वारा खरीद किया है जिसकी रजिस्टरी वही नम्बर 1 जिल्द 13313 के पृष्ठ 313/356 में दस्तावेज नम्बर-6872 दिनांक 23.10.2015 ई0 को सब रजिस्टार कार्यालय गाजियाबाद में दर्ज होकर हुई है। उपरोक्त भूमि आज तक हर प्रकार के भार बन्धक से मुक्त है अन्य कहीं आड, रहन, बय, हिबै, महायदाबय, जमानत बैंक लौन आदि में ग्रस्त नहीं है हर प्रकार के वाद विवाद से मुक्त है। अतः अब हम विक्रेता ने उपरोक्त भूमि को अपनी खुशी रजामन्दी व समस्त स्वस्थ इन्द्रियों की दशा में गय तमामी हकूक मालकाना दाखली व खारजी हर किरम मय कजा, जौत के समस्त अधिकारों आदि-आदि सहित आज की तारीख में बदले अंकन-6,39,600/- रुपये [छः लाख उन्तालीस हजार छः सो रुपये] आधे जिसके अंकन 3,19,800/-रुपये होते हैं में हाथ फरीक दायम क्रेता उपरोक्त को विक्रय कर दी है तथा बेच दी और कुल कीमत हम विक्रेता ने क्रेता से निम्न प्रकार प्राप्त कर ली है बाबत कीमत कुछ बाकी नहीं रहा है। अब इकरार यह कि उपरोक्त भूमि की मिलकियत उसके मूल्यधन तथा किसी भी अंग से हम विक्रेता का कोई सम्बन्ध बाकी नहीं रहा है कब्जा मौके पर पूर्ण व वास्तविक रूप से क्रेता का करा दिया है अब क्रेता उपरोक्त भूमि का पूर्ण रूप से मालिक व काबिज बन गये हैं जिस प्रकार चाहे अपने प्रयोग मालिकाना हक में लाकर लाभ उठावे। समस्त राजपत्रों में क्रेता अपना नाम इस विक्रय पत्र के आधार पर स्वयं दर्ज करा लें इस सम्बन्ध में जहां कही भी हम विक्रेतागण के हस्ताक्षर आदि के आवश्यकता होगी हम सहर्ष करेंगे। आस पास की भूमि का भाव कम है।

For SMD Agencies Pvt. Ltd.

Authorised Signatory

For RISE PROJECTS PVT. LTD.

Authorized Signatory



Handwritten signature



SHASHI PRANSHU SHARMA

Ch.No. 81, Te. Compound

जिस पर नियमानुसार स्टाम्प अदा किया गया है। विक्रय भूमि ग्राम समाज व पटटे, वक्फ बोर्ड आदि की नहीं है। विक्रय भूमि कृषि भूमि है तथा कृषि हेतु विक्रय की जा रही है। विक्रय भूमि के चारों ओर 200 मीटर की त्रिज्या में कृषि भूमि है। विक्रय भूमि पर क्रेता का कब्जा खाली भूमि पर कराया गया है कोई फसल आदि विक्रय में शामिल नहीं है। यदि हम विक्रेता के अनाधिकार से या विक्रेता व वारसान विक्रेता की दावेदारी, भार आदि से विक्रय भूमि कुल अथवा उसका कोई अंश क्रेता के कब्जे से निकल जावेगा तो हर ऐसी दशा के उपस्थित होने पर क्रेता को पूर्ण अधिकार होगा कि कब्जे से निकल जाने वाली भूमि की धनराशि को मये सूद कानूनी न्यायालय द्वारा मये हर्ज खर्च विक्रेता व विक्रेता वारसान की चल अचल सम्पत्ति से जिस प्रकार चाहें वसूल कर लें। विक्रेता एवं क्रेता दोनों अनुसूचित जाति अथवा जनजाति जाति से नहीं है।

For SMV Associates Pvt. Ltd.

Authorized Signatory

For RISE PROJECTS PVT. LTD.

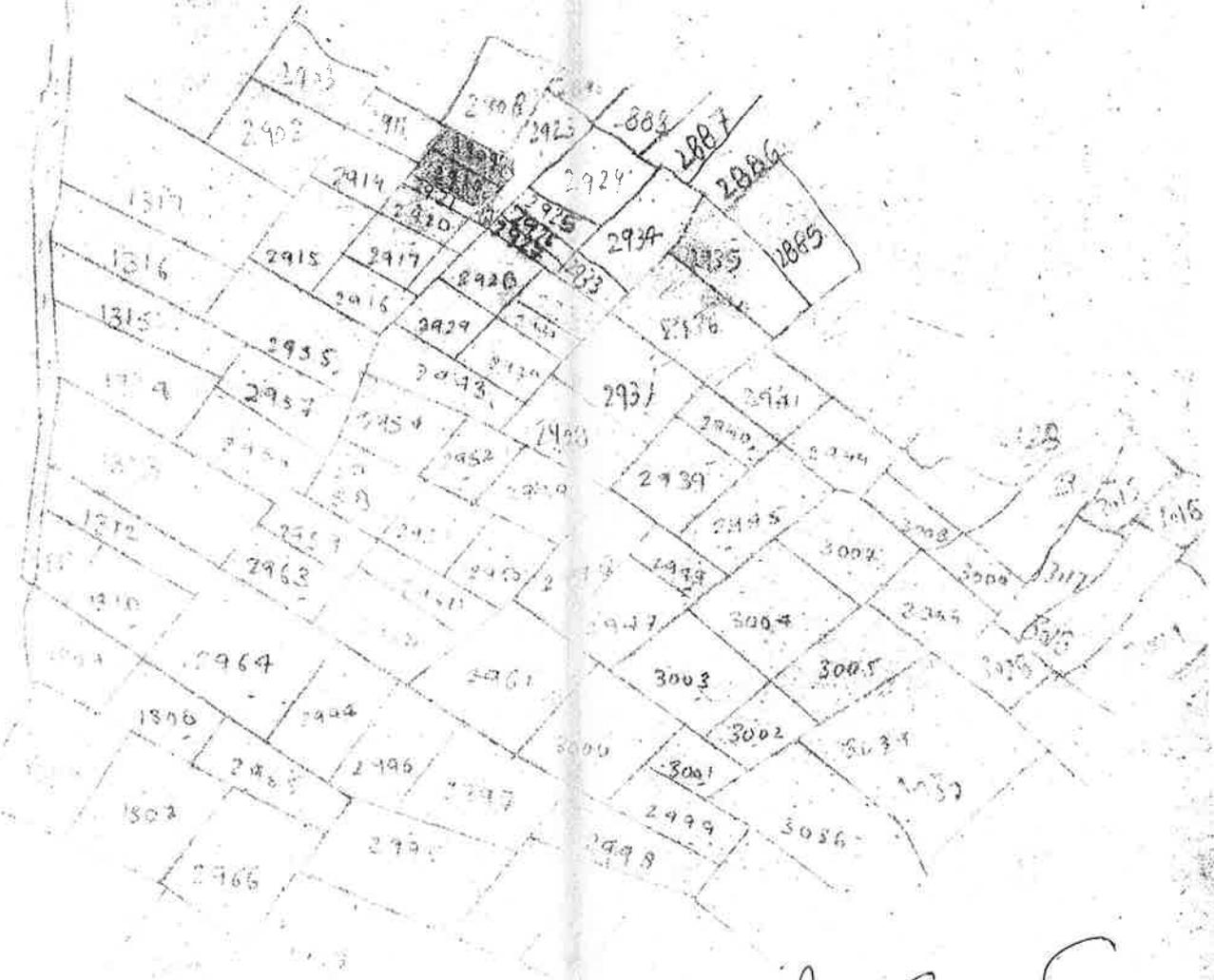
Authorized Signatory

PLAN OF A ...
 SITE SHANPUR BACHHA
 PERSONAL DASNA

IFHS ...
 ...

... LTD.

AREA ... HECT.



For ... Pvt. Ltd.
 Authorized Signatory
 ...

For RISE PROJECTS PVT. LTD.
 Authorized Signatory
 PURCHASE ...

SINGH ASSOCIATES
 Architect Engineer
 H.P.D.A. Lic. No. 36,
 Mob.: 9811844548
 ARCHITECT

SM 2

विवरण प्राप्त धनराशि -

Rs.6,39,600/- by CH No-827588 of Axis Bank, Nehru Place, New Delhi. के द्वारा प्राप्त किये कुछ बाकी नही रहा है।

For SLD Agencies Pvt. Ltd

[Handwritten Signature]
Secretary

POST PAID *[Handwritten Signature]* SLD AGENCIES PVT. LTD.

At New Delhi

आज दिनांक 29/12/2015 को
वही सं. 1 जिल्द सं. 13445
पृष्ठ सं. 381 से 400 पर क्रमांक 8154
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उप निबन्धक, प्रथम

गाजियाबाद

29/12/2015



SHASHI PRAKASH SHARMA
Advocate
C-110/81, Tehsil Compound, Ghaziabad

2/70

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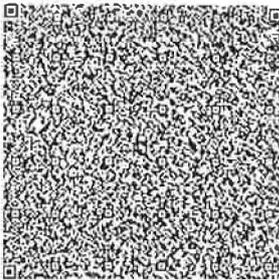
सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Annexure R-19

Certificate No.	:	IN-UP01565178070233N
Certificate Issued Date	:	23-Dec-2015 05:31 PM
Account Reference	:	SHCIL (FI)/ upshcil01/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUPSHCIL0101879811508046N
Purchased by	:	MESSERS RISE PROJECT PVT LTD
Description of Document	:	Article 23 Conveyance
Property Description	:	KHATA NO.72, KHASRA NO.2921 M AND 2923 M, VILLAGE SHAHPUR BAMHETA GZB
Consideration Price (Rs.)	:	4,90,800 (Four Lakh Ninety Thousand Eight Hundred only)
First Party	:	MESSERS SMV AGENCIES PVT LTD
Second Party	:	MESSERS RISE PROJECT PVT LTD
Stamp Duty Paid By	:	MESSERS RISE PROJECT PVT LTD
Stamp Duty Amount(Rs.)	:	34,500 (Thirty Four Thousand Five Hundred only)



Verified By

(Chandra Mohan)
Registration Clerk
Sadar-Ist, Ghaziabad

Locked By

(Sanjay Endrestava)
Sub-Registrar
Sadar-Ist, Ghaziabad

.....Please write or type below this line.....

For SMV Agencies Pvt. Ltd.
Authorized Signatory

For RISE PROJECTS PVT. LTD.

Dk Jai
Authorized Signatory

0002755703

Statutory Alert:

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

2. The stamp of e-stamp.com is not to be used on the certificate.

लेखपत्र का संक्षिप्त विवरण
विक्रय पत्र

- (1) भूमि का प्रकार- (कृषि भूमि) परगना डासना
(2) वार्ड परगना- वार्ड नम्बर
कोड नं०-
(3) मौहल्ला/ ग्राम - ग्राम शाहपुर बम्हैटा तहसील व जिला गा० बाद
(4) सम्पत्ति का विवरण (सम्पत्ति नं०)-कृषि भूमि
खाता नम्बर-72
खसरा नं० 2921मि० व 2923मि०
- (5) मापन की इकाई (हैक्टेयर/वर्गमीटर) हैक्टेयर
(6) सम्पत्ति का क्षेत्रफल -0.00818 हैक्टेयर
(7) सड़क की स्थिति (परिशिष्ट के अनुसार)- सामान्य
(8) अन्य विवरण (9 मीटर रोड/कार्नर इत्यादि) मुख्य मार्ग से लगभग 200 मीटर की दूरी पर स्थित है।
(9) सम्पत्ति का प्रकार :- कृषि भूमि
(10) पेड़ों की संख्या- नहीं
(11) ट्यूब वेल - नहीं
(12) प्रतिफल की धनराशि -4,90,800/-रुपये
(13) कलैक्टर दर - 5,94,00,000/-रुपये प्रति हैक्टेयर
स्टाम्प अंकन- 34,500-रुपये

For SMD Financial Co. Ltd.
(Authorized Signatory)

For RISE PROJECTS PVT. LTD.
(Authorized Signatory)

विक्रय पत्र अंकन-4,90,800/-रूपये का।

स्टाम्प अंकन-34,500/- रूपये का अदा किया गया

उ0प्र0 सरकार संस्थागत वि0क0नि0 5-2756/11-2008-500(1165)/2007 लखनऊ दिनांक 30 जून 2008 .
शेड्यूल 1 बी के अनुच्छेद 23 के खण्ड के ओदशानुसार स्टाम्प अदा किया गया है।

विवरण विक्रय भूमि:-

ग्राम शाहपुरबग्हेटा परगना डासना तहसील व जिला गाजियाबाद में भूमि खसरा नम्बर- 2921 मि0 कुल रकबई 0.0490 हैक्टेयर के बकदर भाग से रकबई 0.00252 हैक्टेयर व खसरा नम्बर- 2923 मि0 कुल रकबा 0.1100 हैक्टेयर के बकदर भाग से रकबई 0.00566 हैक्टेयर कुल खाता नम्बर- एक कुल खसरा नम्बरान दो कुल रकबई 0.1590 हैक्टेयर के बकदर भाग से रकबई 0.00818 हैक्टेयर भूमि विक्रय है।

सीमाये

पूरब- खसरा नम्बर- 2910 व 2890

पश्चिम- खसरा नम्बर- 2920 व 2922

उत्तर- खसरा नम्बर- 2914 व 2908

दक्षिण- खसरा नम्बर- 2922 व 2924

For SMD Agency Pvt. Ltd.

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विक्रय भूमि मुख्यमार्ग पर स्थित नहीं है। मुख्य मार्ग से लगभग 200 मीटर से अधिक दूरी पर स्थित है।
विक्रय भूमि की बाबत दोनों पक्षों के मध्य पूर्व में कोई इकरार नामा महायदाबय पंजीकृत नहीं हुआ है।
विक्रय भूमि की सरकारी दर- 5,94,00,000/-रूपये प्रति हैक्टेयर है।

हम कि मैसर्स एस0एम0वी0 एजेन्सी प्रा0 लि0 रजि0 ऑफिस एस-25 मैन मार्केट ग्रीन पार्क नई दिल्ली-16 द्वारा
अधिकृत हस्ताक्षरी श्री शशांक वाष्ण्य पुत्र श्री राजकुमार वाष्ण्य निवासी कम्पनी उपरोक्त
(Resolution Date-16-11-2015) -फरीक अब्बल विक्रेता (PAN:AAACS3405J)

एवं

मैसर्स राईज प्रोजेक्ट प्रा0 लि0,रजि0 आफिस लॉअर ग्राउन्ड फ्लोर, 195, राम विहार दिल्ली-92, द्वारा अधिकृत
हस्ताक्षरी श्री देवेन्द्र कुमार जैन पुत्र श्री इन्द्रप्रकाश जैन निवासी 7 कुणाल कुंज, रामा कृष्णा कालोनी, नियर शिव
टॉवर जी.टी. रोड गाजियाबाद(Resolution Date-18-11-2015)
- फरीक दायम क्रेता-(PAN:AAF3687G)

For SMV Agencies Pvt. Ltd.

Authorised Signatory

For RISE PROJECTS PVT. LTD.

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इस विक्रय पत्र में विक्रेता के समस्त उत्तराधिकारीगण एवं न्यायिक व वैधानिक प्रतिनिधिगण सम्मिलित समझे जावे।

विदित हो कि उपरोक्त वर्णित भूमि के विक्रेता संक्रमणीय भूमिधर मालिक है तथा विक्रेता का नाम राजस्व अभिलेखों में दर्ज है। उक्त सम्पत्ति को विक्रेता ने बैनामा के द्वारा खरीद किया है जिसकी रजिस्टरी बही नम्बर 1 जिल्द 13313 के पृष्ठ 313/356 में दस्तावेज नम्बर-6872 दिनांक 23.10.2015 ई0 को सब रजिस्टार कार्यालय गाजियाबाद में दर्ज होकर हुई है। उपरोक्त भूमि आज दिन तक हर प्रकार के भार बन्धक से मुक्त है अन्य कहीं आड, रहन, बय, हिवै, महायदाबय, जमानत बैंक लौन आदि में ग्रस्त नहीं है हर प्रकार के वाद विवाद से मुक्त है। अतः अब हम विक्रेता ने उपरोक्त भूमि को अपनी खुशी रजामन्दी व समस्त स्वस्थ इन्द्रियों की दशा में मय तमामी हकूक मालकाना दाखली व खारजी हर किरम मय कब्जा, जौत के समस्त अधिकारों आदि-आदि सहित आज की तारीख में बदले अंकन-4,90,800/- रुपये [चार लाख नब्बे हजार आठ सौ रुपये] आधे जिसके अंकन 2,45,500/-रुपये होते हैं में हाथ फरीक दोयम क्रेता उपरोक्त को विक्रय कर दी है तथा बेच दी और कुल कीमत हम विक्रेता ने क्रेता से निम्न प्रकार प्राप्त कर ली है बाबत कीमत कुछ बाकी नहीं रहा है। अब इकरार यह कि उपरोक्त भूमि की मिलकियत उसके मूल्यधन तथा किसी भी अंग से हम विक्रेता का कोई सम्बन्ध बाकी नहीं रहा है कब्जा मौके पर पूर्ण व वास्तविक रूप से क्रेता का करा दिया है अब क्रेता उपरोक्त भूमि का पूर्ण रूप से मालिक व काबिज बन गये हैं जिस प्रकार चाहे अपने प्रयोग मालिकाना हक में लाकर लाभ उठावे। समस्त राजपत्रों में क्रेता अपना नाम इस विक्रय पत्र के आधार पर स्वयं दर्ज करा लें इस सम्बन्ध में जहां कहीं भी हम विक्रेतागण के हस्ताक्षर आदि के आवश्यकता होगी हम सहर्ष करेगें। आस पास की भूमि का भाव कम है।

For SMV Agencies Pvt. Ltd

Authorized Signatory

For RISE PROJECTS PVT. LTD.

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जिस पर नियमानुसार स्टाम्प अदा किया गया है। विक्रय भूमि ग्राम समाज व पट्टे, वक्फ बोर्ड आदि की नहीं है। विक्रय भूमि कृषि भूमि है तथा कृषि हेतु विक्रय की जा रही है। विक्रय भूमि के चारों ओर 200 मीटर की त्रिज्या में कृषि भूमि है। विक्रय भूमि पर क्रेता का कब्जा खाली भूमि पर कराया गया है कोई फसल आदि विक्रय में शामिल नहीं है। यदि हम विक्रेता के अनाधिकार से या विक्रेता व वारिसान विक्रेता की दावेदारी, भार आदि से विक्रय भूमि कुल अथवा उसका कोई अंश क्रेता के कब्जे से निकल जावेगा तो हर ऐसी दशा के उपस्थित होने पर क्रेता को पूर्ण अधिकार होगा कि कब्जे से निकल जाने वाली भूमि की धनराशि को मये सूद कानूनी न्यायालय द्वारा मये हर्जे खर्चे विक्रेता व विक्रेता वारिसान की चल अचल सम्पत्ति से जिस प्रकार चाहें वसूल कर लें। विक्रेता एवं क्रेता दोनों अनुसूचित जाति अथवा जनजाति जाति से नहीं है।

For SMD Agency Pvt. Ltd.

Authorized Signatory

For RISE PROJECTS PVT. LTD.

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विवरण प्राप्त धनराशि -

Rs.4,90,800/- by CH No-827578 of Axis Bank, Nehru Place, New Delhi के द्वारा प्राप्त किये कुछ बाकी नहीं रहा है।

For **SMP Agencies Pvt. Ltd.**
[Signature]
Authorized Signatory

RISE PRO: PVT. LTD.
[Signature]

अतः यह विक्रय पत्र कतई लिख दिया कि प्रमाण रहे और समय पर काम आवे।
यह बैनामा दोनों पक्षों के बताये व कहे अनुसार तहरीर किया गया है।

~~For SMP Agencies Pvt. Ltd.~~
No 9/10/11
Authorized Signatory

For RISE PROJECTS PVT. LTD.


Authorized Signatory

गवाह नं01
नितिन कौशिक पुत्र श्री एस0के0 कौशिक
पता एस 25 मैन मार्केट ग्रीन पार्क नई दिल्ली।

गवाह नं02
अंकित भार्गव पुत्र श्री राकेश भार्गव
पता किशोरी रमन गंज शीतला घाटी घीया मन्डी मथुरा।

SHASHI PRAKASH SHARMA

Ch.No 81, Tehsil Comp...

दिनांक 22-12-2015 ई0 मसौदा शशी प्रकाश शर्मा एडवोकेट च0 नं0/81 तहसील कम्पाउण्ड गाजियाबाद।

आज दिनांक 29/12/2015 को
वही सं. 1 जिल्द सं. 13446
पृष्ठ सं. 349 से 368 पर क्रमांक 8170
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



उप निबन्धक, प्रथम

गाजियाबाद

29/12/2015



663



Gmail

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Office Vsalegal <office@vsalegal.in>

Proof of Service

Reply to OA on behalf of R-2 in OA/165/2025 i.e. "Kishan Lal & Anr. vs. State of Uttar Pradesh & Ors." pending before NGT, Principal Bench, New Delhi

1 message

Office Vsalegal <office@vsalegal.in>

Tue, Dec 2, 2025 at 11:02 AM

To: attorneyar@gmail.com, bhanwar jadon <bhanwar09jadon@gmail.com>, gigicgeorge.adv42@yahoo.in, priyanka swami <advpriyankaswami@gmail.com>, Atif Suhrawardy <atifsuhrawardy@gmail.com>, rdnr-cgwb@nic.in, secy-moef@nic.in

Cc: Harshit Joshi <harshitjoshi@vsalegal.in>

Dear Sir/Madam,

Please find attached herewith copy of the Reply to Original Application on behalf of Respondent No. 2 in the captioned subject matter.

Kindly treat this email as due service of the same.



Reply - Kishan Lal.pdf

--

Office of VSA Legal

Counsel for the Respondent No. 2

Address - 32, Ground Floor,

Uday Park, South Ex-II,

New Delhi-110049

Phn : +91-11-43541022, +91-11-43514961

Website: www.vsalegal.in

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