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# INDIA NON JUDICIAL

# **Government of Uttar Pradesh**

# e-Stamp

Kartikanand Jaiswa Branch Manager

Stock Holding Corporation of India Ltd. S-2/639-18. Hashmi Complex 23-Apr-2014 03:09-PM

IN-UP00339722744437M

SHCIL (FI)/ upshcil01/ VARANASI1/ UP-VNS

SUBIN-UPUPSHCIL0100401245764543M

Ms SIDDHI VINAYAK BUILDERS

Article 5 Agreement or Memorandum of an agreement

PREMISES No.SH-15/43-1KA, OVER SETTLEMENT PLOT

No.108,112 and 113 of VILLAGE-BHARLAI, SHIVPUR, VARANASI

(Zero)

**Smt NEETA AGRAWAL** 

Ms SIDDHI VINAYAK BUILDERS

Ms SIDDHI VINAYAK BUILDERS

(Two Lakh Eighty Five Thousand only)

Certificate No.

Purchased by

First Party

Second Party

Certificate Issued Date

Unique Doc. Reference

**Description of Document** 

Consideration Price (Rs.)

**Property Description** 

Stamp Duty Paid By Stamp Duty Amount(Rs.)

Account Reference

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For Siddhi Vinayak Builders

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For Siddhi Vinayak Builders

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## Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
   The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority



W. July







This Development agreement executed this the 23rd day of April 2014 between

**Smt.** Neeta Agrawal W/o Sri Yogesh Agrawal resident of 51, Elexi Enclave, Dhoopchandi, Varanasi, hereinafter referred to as the First Party/ Land owner, which term unless repugnant to the context include her heirs, Legal representatives, executors, administrators and assigns.

## And

M/s. Siddhi Vinayak Builders, a partnership firm having its office at D.57/60 C-M, Sigra, Varanasi, through its partners Sanjeev Kapoor S/o Sri Anil Kapoor R/o B 21/124, Plot no. 12, Sarju Nagar Colony, Kamachha, Varanasi and Amit Pandey son of Sri S. N. Pandey r/o D.59/376-K-1, Indrapuri Colony, Sheopurwa Varanasi, hereinafter referred to as the Second Party/Developer, which terms unless repugnant to the context includes its nominees, executors, administrators and assigns.

Whereas the property bearing premises no. SH-15/43-1Ka having an land area of 4000 Sq.ft. situate over settlement plots nos. 108, 112 and 113 of Village Bharlai, Pargana Shivpur, Varanasi was purchased by one Hiranya Garbh Shah from its original owner, Chhatanki Ram Aamod Son of Badri Sardar resident of Village Bharlai, Pargana Shivpur, Varanasi through deed of sale dated 07-05-1975 registered in the office of Sub Registrar, Varanasi in Book no. I, Vol. no. 4723, at pages 264/267 on 02-07-1975.

And whereas the said Hiranya Garbh Shah subsequently sold the said property to Smt. Neeta Agrawal, the land owner hereinabove mentioned, through deed of sale dated 09th September 1991 registered in the office of Sub Registrar, Varanasi in Book no. I, Volume 1147, at pages 297/314 at Sl.No. 14592.

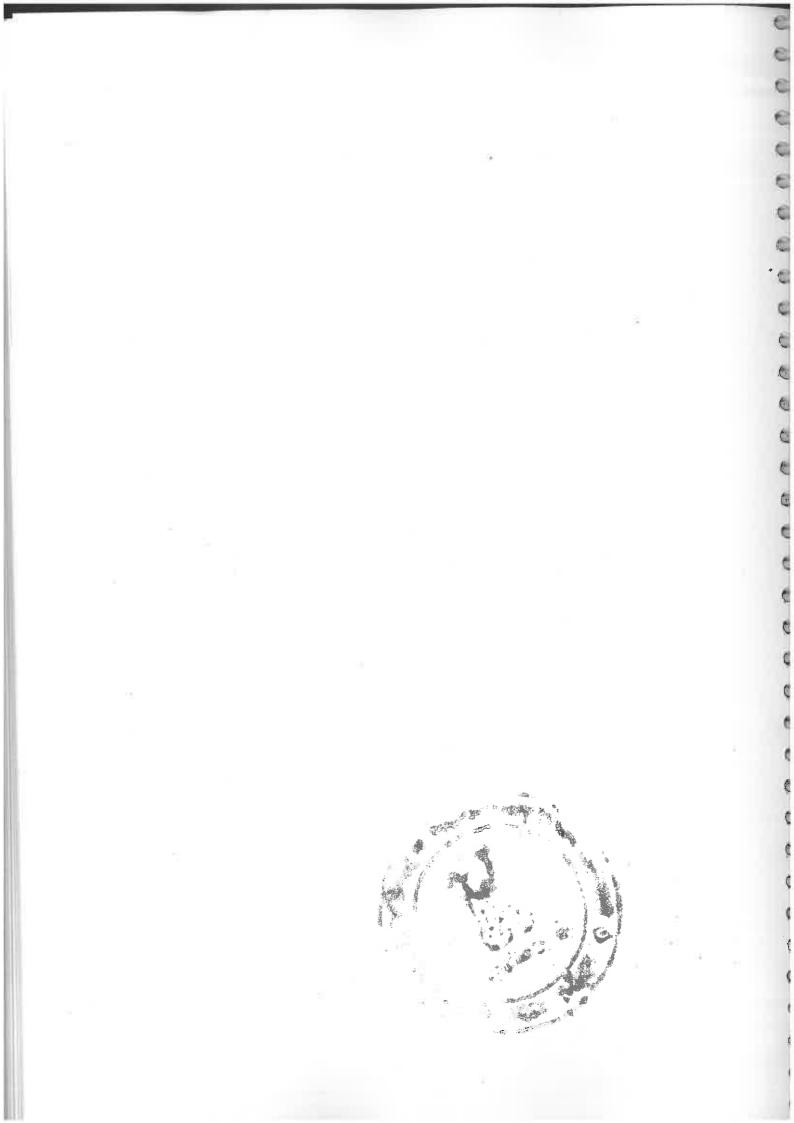
For Siddhi Vinayak Builders For Siddhi Vinayak Builders

Meela Agras -1

Partner

Partner





AND WHEREAS after the purchase of the said property in the aforesaid manner the First Party is in actual possession as its owner and the entire Land is free from any litigation, bears a clean title and is free from any encumbrances, attachment, notices etc.

AND WHEREAS the land held by First Party is lying vacant and the First Party has to spend a considerable amount of money for its security and maintenance.

AND WHEREAS the First Party, therefore, decided to get the land developed but the First Party has no expertise of development in the matter, nor it is possible for her to supervise or regulate the development work.

AND WHEREAS the Second Party, the Developer is a registered partnership firm engaged in construction business having technical expertise and experienced Partners and is also developing the adjoining land, therefore, the First Party approached the Second Party to take-up the developmental work of the land detailed in Schedule hereunder

AND WHEREAS on the assurances given by the Land owner that she is the absolute owner of the land detailed in schedule hereunder and the said land is in total possession of the owner, the said land bears a clean & perfect title and is free from encumbrances, litigation(s), attachment(s), notices, charges, mortgages, leases, liens, prior agreement, acquisitions etc. the Second Party agreed to develop the said land and after mutual discussions and deliberations and necessary consultation, the parties hereunto agreed to the terms and conditions and record as under the terms of development agreed to between them.

NOW, the parties hereunto execute this Development Agreement and bind themselves with the following: -:-

- 1- That the First Party declares that she is the absolute owner of the premises no. SH-15/43-1Ka having land area of 4000 Sq. ft. situate over settlement plots Nos. 108, 112 and 113 of Village Bharlai, Pargana Shivpur, Varanasi, mentioned above and morefully detailed in schedule hereunder and is entitled to execute this development agreement.
- 2- That the First Party shall hand over the vacant possession of the said land to the Second Party immediately after the registration of this agreement and do hereby allow, authorize and give complete authority to the Developer to build, construct, develop and complete a Complex containing several independent Units/ flats etc.

For Siddhi Vinayak Builders For Siddhi Vinayak Builders

Meela Agrami







विक्रय अनुबंध विलेख

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरेन्द्र प्रतिप सिंह(प्र0)

प्रतिफल

अग्रिम धनराशि मालियत

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व्यवसाय गृहिणी

निवासी स्थायी

51, एलेक्सी इनक्लेब धूपचण्डी वाराणसी

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में

दिनांक 25/4/2014

<sup>समय</sup> 11:58AM

वजे निबन्धन हेतु पेश किया।

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निष्पादन लेखपत्र वाद सनने व समझने मजमन व प्राप्त धनराशि रू प्रलेखानसार उक्त कुष्ण मुरारी दिवारी विकेता निर्मा किता किता

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श्रीमती नीता अग्रवाल पत्नी श्री योगेश अग्रवाल पेशा गृहिणी निवासी 51, एलेक्सी इनक्लेब धूपचण्डी वाराणसी

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श्री मे0 सिद्धी विनायक बिल्डर्स जरि0 संजीव कपूर पुत्र श्री अनील कपूर पेशा व्यापार

निवासी बी 21/124 प्लांट नं0 12 सरजू नगर

कालोनी कमच्छा वाराणसी



श्री भे0 सिद्धी विनायक बिल्डर्स जरि0 अमित पाण्डेय पुत्र श्री एस एन पाण्डेय

निवासी डी 59/376के-1 इन्द्रपुरी कालोनी शिवपुरवाँ वाराणसी







- 3- That it is hereby agreed that the entire cost of construction, inclusive of any incidental expense thereto, shall be borne by the Developer and all effort connected thereof shall be done by the Developer
- 4- That the Second Party developer shall construct a G+5 Stories building/Tower over the land of the first party land owners, more fully detailed and described in the schedule hereunder.
- 5- That in the said building/Tower, the Second Party developer shall give to the first party land owners total number of 4 Flats, one flat on each floor of floors of the 1 (First) to 4 (Fourth) of the building/Tower constructed thereon in a manner that
  - i.) the flat on the northern side of the building on first floor having super built up area of about 1548 Sq. ft.
  - ii.) flat on the southern side of the building on Second floor, facing the road, having a super built up area of about 1536 Sq. ft.
  - iii.) flat on the northern side of the building on 3rd floor, shall have a super built up area of about 1548 Sq. ft. and
  - iv.) flat on the southern side of the building on 4th Floor having a super built up area of about 1536 sq. ft. shall vest in the Land Owner/First Party.

These flats along with common areas and common facilities including the proportionate undivided interest in land shall for all times vest in the first party /land owners. The ground floor shall have provisions for stilt parking. The land owner shall also be entitled to parking earmarked space suitable for parking of at least 4 cars.

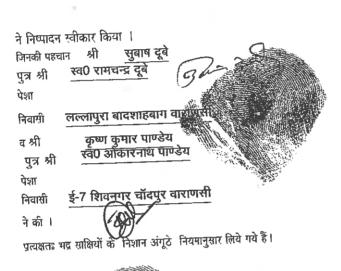
It is understood by the parties that the area of the flats aforementioned is subject to variation of 10% as per the situation arising at the time of actual construction of building/tower.

6- That for the efforts, work and costs put in by the Developer, Developer will be entitled to receive and shall be the owner the remaining all flats i.e. one flat each on floor 1 (First) to 4 (Fourth) and entire construction on 5th floor on the construction made on the land of the first party. These flats

For Siddhi Vinayak Builders For Siddhi Vinayak Builder

Partner

Partn:





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कृष्ण पुराप्ति तिल नि० लि० ज्ञाप सिंह(प्र0)

Sub- Registrar-4 VNS 25/4/2014





- That, two sets of this document are prepared, one for the owner and one for the Developer and both shall be considered as original. The developer shall keep the document with the large stamp and a copy of thereof on lesser stamp shall be kept by the land owner.
- 27- That if in future or during the progress of the developmental work, the parties find that either there should be some correction, clarification or change in the terms, the same shall be written on a stamp paper of Rs.100/- and such document shall form a part of this development agreement.
- 28- That all the expenses for the execution and registration of this agreement are borne by the second party/ developer.

# **SCHEDULE**

All that premises no. SH-15/43-1Ka having an land area of 4000 Sq.ft. i.e. 371.75 Sq.mtr. situate over settlement plots nos. 108, 112 and 113 of Village Bharlai, Pargana Shivpur, Varanasi and bounded as follows:—

East :- Property of Second party.

West :- Property of Siddhi Vinayak Realtors.

North: SM Plot No. 112

South: Shivpur Panchkoshi Road.

## NOTE:-

- (i) The property hereby given for development by the First Party to Second Party is residential in nature in a residential area not on any notified road.
- (ii) The parties to this deed are Indian Nationals.
- (iii) The Valuation of the property for the purpose of stamp duty is as follows:-Land Area 4000 sq. ft. or 371.75 sq. mtrs.

@ Rs.10500/- per sq. mtr.

=Rs. 39,03,375.00

Value of Boundary wall

=Rs. 50,000.00

Built-up area 150Sq.ft. (13.94 sq.mtr.)

Tin shaded Second Class construction to be

demolished @ Rs. 5000/- per St.mtr.

=Rs. 69,700.00

TOTAL VALUATION

= Rs. 40,23,075.00

IN WITNESSES WHEREOF, Smt. Neeta Agrawal, the landowner, and Sanjeev Kapoor and Amit Pandey for Developer firm have executed this Development Agreement this the date above mentioned of their free will and accord.

For Siddhi Vinayak Builders For Siddhi Vinayak Builde

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WITNESSES:-

Name

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Father's Name:- Ear 214 20 20

Address

:- CHERT) you and 2118 0151 01781016

Signature

: 32532

Name 2.

:- कुक्त कुमार पाठे प

Father's Name: Fof 3-1992 1125 110521

Address

: E(07) BIN 1012 -11982 9181876A

Signature

( Color

Drafted by:- (Amit Varma), Advocate,

Civil Court, Varanasi.

Typed by:-

Civil Court, Varanasi

For Siddhi Vinayak Builders For Siddhi Vinayak Builder

Neela Agrawal

Journ Lifest

Partner

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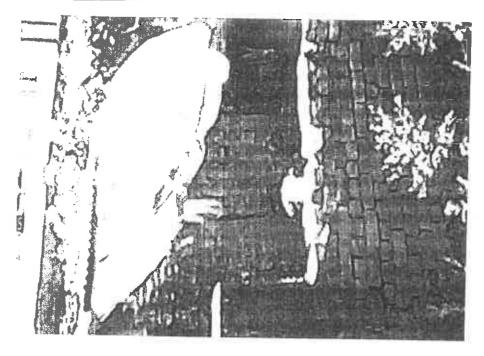








# सम्पत्ति का पोस्टकार्ड साईन का रंगीन फोटोग्राफ



Smt. Neeta Agrawal W/o Sri Yogesh Agrawal resident of 51, Elexi Enclave, Dhoopchandi, Varanasi,

-First Party/ Land owner.

## And

M/s. Siddhi Vinayak Builders, a partnership firm having its office at D.57/60 C-M, Sigra, Varanasi, through its partners Sanjeev Kapoor S/o Sri Anil Kapoor R/o B 21/124, Plot no. 12, Sarju Nagar Colony, Kamachha, Varanasi and Amit Pandey son of Sri S. N. Pandey r/o D.59/376-K-1, Indrapuri Colony, Sheopurwa Varanasi,

-Second Party/Developer

## **SCHEDULE**

All that premises no. SH-15/43-1Ka having an land area of 4000 Sq.ft. i.e. 371.75 Sq.mtr. situate over settlement plots nos. 108, 112 and 113 of Village Bharlai, Pargana Shivpur, Varanasi and bounded as follows: --

:- Property of Second party. East

West :- Property of Siddhi Vinayak Realtors.

North: SM Plot No. 112

:- Shivpur Panchkoshi Road. South

तयशुदा कीमतः-दिनांक:-25.04.2014ई0 स्थानः-वाराणसी

For Siddhi Vinayak Builders

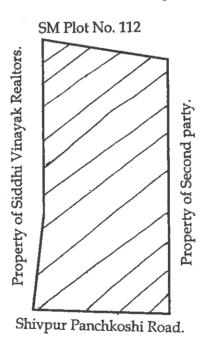
For Siddhi Vinayak Builders

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Site Plan of premises no. SH-15/43-1Ka having an land area of 4000 Sq.ft. i.e. 371.75 Sq.mtr. situate over settlement plots nos. 108, 112 and 113 of Village Bharlai, Pargana Shivpur, Varanasi



W S

भारणके० कम्प्यूट्ट, दीवाबी/कचन्नते, बार्चणसी

Meeta Agrawi



For Siddhi Vinayak Builders

Partner

Partner

On Siddhi Vinayak Builders

Partner



आज दिनांक <u>25/04/2014</u> को वहीं सं <u>1</u> जिल्द सं <u>6313</u> पृष्ठ सं <u>325</u> से <u>346</u> पर कमांक

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरेन्द्र प्रसाप सिंह(प्र0)

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Sub- Registrar-4 VNS

25/4/2014

