



Online Public Data Entry Summary

UKPDE2022120605155

DISTRICT NAME : उधम सिंह नगर SRO :

UKPDE2022120605155

24-May-2022

14:06:51

Appointment Date:

Appointment Time:

Appointment TokenNo:

Deed/Article Type : Agreement

Sub-Deed/Sub-Article : Sale of Property Where Possession Is Not Admitted to Have Been Delivered

Village/Location For Index : 1- मटकोटा

Village/Location/Road Selected for Circle RateList : 1- मटकोटा

Khewat : Khatoni : 00054,00151

Khasra : 86/1,87,88/1,91

House/Flat No:

Area : 2.0235 हैक्टेयर

Latitude : Longitude 0.0000000000

Land Value : 0.00 Construction Value : 0.00

Transaction Value : 0.00 Market Value : 24859000.00

Advance : 0.00 Lease Period : 0.00 Avg. Rent : 0.00

Stamp Duty : 1243500.00 Regn Fees : 25000.00

Pasting Fees : 100 Page : 50

व्यवसायिक निर्माण का विवरण					
क्र.सं	निर्माण का प्रकार		क्षेत्रफल		
आवासीय निर्माण का विवरण					
क्र सं	निर्माण क्षेत्र	निर्माण का प्रकार	निर्माण तल	ह्रास वर्ष	रक्का
निबंधक शुल्क का विवरण					
क्र सं	भुगतान की विधि	धनराशि	संदर्भ क्रमांक		
1	Cash	25000.00			
स्टाम्प शुल्क का विवरण					
क्र सं	भुगतान की विधि	धनराशि	संदर्भ क्रमांक	जारी दिनांक	स्टांप विक्रेता आईडी
1	e-Stamp	1243500.00	IN-UK85726716037580U	24-May-2022	

Ojas Bull Well Private Limited

Director



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1	e-Stamp	1243500.00	IN-UK85726716037580U	24-May-2022	

Ojas Bull Well Private Limited

Director







7

Appointment Date:

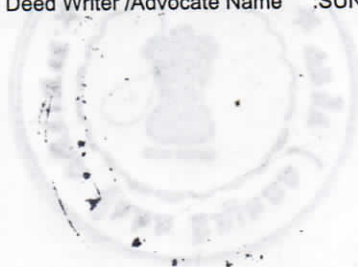
Appointment Time:

Appointment TokenNo:

179

पक्षकारों का विवरण		हस्ताक्षर	व्यवसाय	पैन नं	मोबाइल नं	पहचान पत्र संख्या
पक्षकार का प्रकार	पक्षकार का विवरण					
विक्रेता / प्रथम पक्ष	श्री रणधीर सिंह पुत्र श्री बालू सिंह निवासी वार्ड न0 13 आदर्श कालोनी रुद्रपुर जिला उधम सिंह नगर		FARMER		9917170901	ADHAAR : 6695 1437 9364
विक्रेता / प्रथम पक्ष	श्री गुरदेव सिंह पुत्र श्री रणधीर सिंह निवासी ग्राम धर्मपुर छतरपुर तहसील रुद्रपुर जिला उधम सिंह नगर		FARMER		9152302052	ADHAAR : 4320 2512 1775
क्रेता / द्वितीय पक्ष	श्री ओजस बिल्ड वेल प्रा0 लि0 द्वारा अधिकृत प्रतिनिधि सुनील कुमार चौरसिया पुत्र श्री हरीश चंद चौरसिया निवासी 307-बी रेगल शिप्रा सन सिटी गाजियाबाद		PRIVATE JOB	Director	9891459016	ADHAAR : 4722 5889 3080
क्रेता / द्वितीय पक्ष	श्री उत्तराखण्ड आवास एवम विकास परिषद द्वारा अधिशासी अभियंता उत्तराखण्ड आवास एवम विकास परिषद देहरादून उत्तराखण्ड आनंद राम पुत्र श्री किशन राम निवासी वी-33 राजपुर रेजीडेंसी दून वेली कोम्बेस सिनीला देहरादून		GOVT. JOB		8006406509	ADHAAR : 4370 7511 9517
गवाह	श्री अमित अग्रवाल पुत्र श्री बजरंग लाल अग्रवाल निवासी ई डब्लू एस 534 वार्ड न0 20 आवास विकास रुद्रपुर जिला उधमसिंहनगर		BUSSINESS		8979360000	ADHAAR : 9279 7619 5492
गवाह	श्री अजय मंगल पुत्र श्री ब्रज भूषण मंगल निवासी ए-22 आनन्द विहार दिल्ली		BUSSINESS		9971044100	ADHAAR : 3418 2425 6286

Deed Writer /Advocate Name :SUNIL KUMAR ADV.



LOCKED

(3)

Harish Kumar Arora
Stamp Vendor L. No.-7
RUDRAPUR (U.S. Nagar)



सत्यमेव जयते

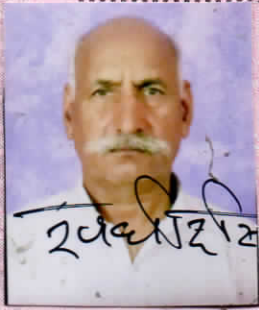
INDIA NON JUDICIAL Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK85726716037580U
Certificate Issued Date : 24-May-2022 12:31 PM
Account Reference : NONACC (SV)/ uk1205804/ RUDRAPUR/ UK-UN
Unique Doc. Reference : SUBIN-UKUK120580476285102460969U
Purchased by : OJAS BUILDWELL PVT LTD BY S K CHAURASIA AND OTHERS
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : VILLAGE-MATKOTA TEHSIL-RUDRAPUR DISTT-U.S.NAGAR
KHET NO-86/1,87,88/1,91
Consideration Price (Rs.) : 0
(Zero)
First Party : R SINGH SON OF BARU SINGH AND GURDEV SINGH
Second Party : OJAS BUILDWELL PVT LTD BY S K CHAURASIA AND OTHERS
Stamp Duty Paid By : OJAS BUILDWELL PVT LTD BY S K CHAURASIA AND OTHERS
Stamp Duty Amount(Rs.) : 12,43,500
(Twelve Lakh Forty Three Thousand Five Hundred only)



Please write or type below this line



Ojas Buildwell Private Limited

Director

0000434331

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

TRIPARTITE AGREEMENT**(CERCIL RATE 2,48,59,000/-Rs. Stamp Duty 12,43,500 Rs.)**

This Agreement is made and exceeded at Rudrapur on this 22 day of May 2022.

BETWEEN

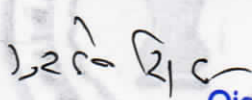
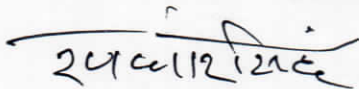
- 1) **Mr. Randheer Singh having Aadhar Card No. 6695 1437 9364 S/o of Late Shri. Baru Singh, R/o Village Dharampur, Post Office Chatarpur, City Rudrapur, Dist. Udham Singh Nagar, Uttarakhand. (hereinafter referred to as the first party of the First Part)**
- 2) **Mr. Gurdeev Singh having Aadhar Card No. 4320 2512 1775 S/o of Shri Randheer Singh, R/o Village Dharampur, Post Office Chatarpur, City Rudrapur, Dist. Udham Singh Nagar, Uttarakhand. (hereinafter referred to as the Second party to the First Part)**

hereinafter jointly referred to as the **LAND OWNER(S)**, which expression shall, unless repugnant to the subject or context, mean and include their/his or her heirs, successors, administrators and assigns, of **FIRST PART**.

AND

Ojas Build Well Private Limited a company registered under Companies Act, having its registered office at G-127, 12th Floor, Himalaya House, 23 Kasturba Gandhi Marg, New Delhi through its authorized signatory Mr. Sunil Kumar Chaurasia S/o Shri. H.C. Chaurasia R/o 307-B Regal Shipra Suncity Indrapuram Ghaziabad 201014 as authorised by the Company vide its decision/resolution dated 23-5-2022 (herein after referred as the Promoter/Developer, which expression shall, unless repugnant to the subject or context mean and include its successors, administrators and assigns) of the **SECOND PART**.

Uttarakhand Awas Evam Vikas Parishad, duly constituted under the provisions of UP Awas Evam Vikas Parishad Adhiniyam 1965 (Amended as time to time) having its office at 5th Floor Rajeev Gandhi Complex, Dispensary Road, Dehradun through its duly authorized signatory and Executive Engineer


Ojas Build Well Private Limited
Director

बही संख्या 1 रजिस्ट्रीकरण संख्या 4489 वर्ष 2022

Agreement

Sale of Property Where Possession Is Not Admitted to Have प्रतिफल रु0 : 0.00
अग्रिम धनराशि रु0: 0.00

रजिस्ट्रेशन शुल्क रु0 25,000.00	प्रतिलिपि शुल्क रु0 100.00	इलेक्ट्रानिक प्रोसेसिंग शुल्क रु0 500.00	कुल योग रु0 25,600.00	शब्द लगभग 1,000
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श्री ओजस बिल्ड वेल् प्रा0 लि0 द्वारा अधिकृत प्रतिनिधि सुनील कुमार चौरसिया पुत्र श्री हरीश चंद चौरसिया निवासी 307-बी रेगल शिप्रा सन सिटी गाजियाबाद ने आज दिनांक 24 May 2022 समय मध्य 2PM व 3PM को कार्यालय उपनिबन्धक रुद्रपुर में प्रस्तुत किया।



ओजस बिल्ड वेल् प्रा0 लि0 द्वारा अधिकृत
प्रतिनिधि सुनील कुमार चौरसिया

उपनिबन्धक
रुद्रपुर
24-May-2022

इस लेख पत्र का निष्पादन विलेख में लिखित तथ्यों को सुन व समझकर श्री रणधीर सिंह पुत्र श्री बारू सिंह निवासी वार्ड न0 13 आदर्श कालोनी रुद्रपुर जिला उधम सिंह नगर। श्री गुरदेव सिंह पुत्र श्री रणधीर सिंह निवासी ग्राम धर्मपुर छतरपुर तहसील रुद्रपुर जिला उधम सिंह नगर। ने अग्रिम धनराशि मुबलिग रु0 0.00 प्रलेखानुसार पाकर निष्पादन स्वीकार किया। इस लेखपत्र का निष्पादन द्वितीय पक्ष श्री ओजस बिल्ड वेल् प्रा0 लि0 द्वारा अधिकृत प्रतिनिधि सुनील कुमार चौरसिया पुत्र श्री हरीश चंद चौरसिया निवासी 307-बी रेगल शिप्रा सन सिटी गाजियाबाद। श्री उत्तराखण्ड आवास एवम विकास परिषद द्वारा अधिशासी अभियंता उत्तराखण्ड आवास एवम विकास परिषद देहरादून उत्तराखण्ड आनंद राम पुत्र श्री किशन राम निवासी बी-33 राजपुर रेजीडेन्सी दून वेली कोम्बेर्स सिनौला देहरादून। ने भी स्वीकार किया।

जिनकी पहचान श्री अमित अग्रवाल पुत्र श्री बजरंग लाल अग्रवाल निवासी ई डब्लू एस 534 वार्ड न0 20 आवास विकास रुद्रपुर जिला उधमसिंहनगर तथा श्री अजय मंगल पुत्र श्री ब्रज भूषण मंगल निवासी ए-22 आनन्द विहार दिल्ली ने की।

उपनिबन्धक
रुद्रपुर
24-May-2022



Shri Anand Ram s/o Late Kishan Ram R/o Uttarakhand Awas Evam Vikas Parishad 5th Floor Rajeev Gandhi Complex, Dispensary Road, Dehradun (herein after referred as the "Parishad /Third Party" which expression shall, unless repugnant to the subject or context mean and include its successors, administrators and assigns) of the THIRD PART.

WHEREAS the land owner(s) Jointly are the legal, valid and actual owner/owners in possession of the land measuring 2.0235 hectares (20,235 sqmtr.) comprised of Khasra Nos 86/1, 87,88/1 and 91 situated in Village Matkota, Pargana Rudrapur, Tehsil Rudrapur, District Udham Singh Nagar, more fully described in the Schedule given at the end of this deed and which hereinafter is referred to as the "said property".

AND WHEREAS Pradhan Mantri Awas Yojana Housing for All (Urban) Mission Scheme (hereinafter referred to as "PMAY(U)") was issued with the objective of providing a pucca house with water connection, toilet facilities, electric fittings as per the DPR and drawings to the economically weaker sections of the Society. Since the launch of this scheme it has been revised from time to time.

AND WHEREAS the Promoter/Developer are interested in erecting affordable Housing in pursuance of Pradhan Mantri Awas Yojana Housing for All (Urban) Mission Scheme (hereinafter referred to as "PMAY(U)") and with the consent and approval of the "Land Owners" the Promoter/Developer had given a proposal to vide proposal no – dated 31-01-2019 Duly signed by the developer and land owners Uttarakhand Awas Evam Vikas Parishad (hereinafter referred to as the "Parishad") expressing their interest to construct affordable houses (EWS) under Affordable Housing in Partnership (hereinafter referred to as "AHP").

AND WHEREAS the Government of Uttarakhand had framed Uttarakhand Housing Policy Rules 2017 (no. 1058/V-2/2017-66 (Aa.) / 2017 dated 15/09/2017, and the Uttarakhand Housing Policy Rules 2018 (305/V-2-2018-669 (Aa.) 2017 dated 16th March 2018 and Uttarakhand Housing Policy

2017 dated 16th March 2018

2017 dated 16th March 2018

Ojas Bull Well Private Limited

Director

बही संख्या 1 रजिस्ट्रीकरण संख्या 4489 वर्ष 2022



रणवीर सिंह

रणवीर सिंह



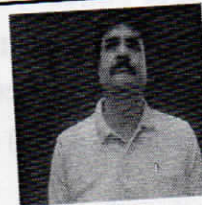
गुरदेव सिंह

गुरदेव सिंह



सुनील कुमार

ओजस बिल्ड वेल् प्रा०
लि० द्वारा अधिकृत
प्रतिनिधि सुनील कुमार



उत्तराखण्ड आवास
एवम विकास परिषद
द्वारा अधिशासी

उत्तराखण्ड आवास
एवम विकास परिषद
द्वारा अधिशासी



अमित अग्रवाल

अमित अग्रवाल



अजय मंगल

अजय मंगल



प्रतिज्ञ एवं साक्षीगण भद्र प्रतीत होते हैं। सभी के अंगुष्ठ चिन्ह नियमानुसार लिये गये हैं।

रजिस्ट्रीकर्ता अधिकारी /

उप-निबंधक, रुद्रपुर

24 May 2022

(Amended) Rules 2021) no. 2231/V-2/Awas-2021-66 (awas)/17 dated 1st February 2021 which also lays down amongst others, the procedures and manner of allotment of the houses being constructed under PMAY (U), the monitoring of the implementation of the scheme etc. These Rules also provide that EWS houses will be made available to selected and verified beneficiaries as per the terms of PMAY (U) by the private developer at the prescribed rate of Rs. 6.00 lac/ EWS house) for EWS houses under supervision of the Parishad.

AND WHEREAS with the objective of providing EWS houses under the PMAY (U) and in accordance with the Uttakhand Housing Policy mentioned above, the Developer with the approval and consent of the Land owners had given a proposal to vide proposal no – dated 31-01-2019 duly signed by the developer and land owners the Parishad for construction of and sale/ allotment of EWS houses to the eligible persons at a price of Rs. 6.00 lac per house in accordance with PMAY (U) and Uttarakhand Housing Policy mentioned hereinabove under Affordable Housing in Partnership (AHP).

AND WHEREAS the Landowners and Developers, have given written representations and assurances to the effect that the Land owners are the absolute owners in possession of the said land on which the development is to be made and EWS houses are to be constructed and the said land is free from all encumbrances, charges, liens, litigations acquisition/requisition or disputes etc. and the said land is also not subject matter of any prior agreement of sale. In short the Land Owners have perfect and marketable title in the said land and have unrestricted and unfettered rights to transfer the same.

AND WHEREAS Developers, has further given an undertaking and assurance that the development and constructions shall be erected on the said land as per the prescribed norms, approved drawings by the Parishad in a workman like manner, as per the standards and norms prescribed under PMAY (U) and Uttarakhand Housing Policy. The Developer has further undertaken to comply with all the amendments which shall be made in the PMAY (U) Scheme and

Ojas Buil Well Private Limited

Director

2019/12/25
2231/V-2/Awas-2021-66

Sumit

Uttarakhand Housing Policy from time to time and they shall also comply with the directions which would be given from time to time by the Parishad.

AND WHEREAS in pursuance of the assurances and undertakings given by the Land owners and Developer and the application submitted by the promoter, the Parishad had issued a notice of housing scheme pertaining to the "said land" and this proposed scheme has been accorded a "Principal Approval" by the Government of India. This Scheme is to be submitted to the State Government for approval after execution of this agreement for being sanctioned under Section 31 /32 of the Act, 1965.

AND WHEREAS the developer and the land owners have jointly undertaken that subject to the approval of the Scheme by the State Government, the Developer shall develop at its cost the said land and shall erect thereon EWS houses in a workman like manner within the prescribed time and as per the drawings to be approved by the Parishad in compliance with PMAY(U) scheme and Uttarakhand Housing Policy and the modifications made thereto from time to time.

AND WHEREAS the land owner and the developer have jointly undertaken and agreed to allocate and sell to the eligible allottees, the EWS houses erected over the said land, at a price of Rs 6.00 (Rupees Six Lacs only) per residential units by way of registered conveyance / transfer Deeds.

NOW THIS DEED WITNESSETH AS UNDER: -

1. That after approval of the Scheme by the State Government and the sanctioned plans/drawing , the Developer shall develop at his cost the said land and shall erect thereon EWS houses in a workman like manner as per approved drawings within the prescribed time in compliance with PMAY(U) scheme and Uttarakhand Housing Policy and the modifications made thereto from time to time and shall the land owner and the developer have jointly undertaken to allocate and sell the residential units to the eligible allottees (to be chosen as per the norms), the EWS houses at a price of Rs 6.00 lakhs per house. Out of this

20/01/2020

20/01/2020

Ojas Buill Well Private Limited

Sunit,

Director

sale consideration of Rs.6.00 lacs, for sale of the houses to the Economically Weaker Sections of Society, a sum of Rs.2.50 lacs (Rupees two lacs and fifty thousand) per house shall be paid through the Parishad /Nodal Agency as grant on behalf of the Central Government and the State Government in a phased manner and the remaining balance of Rs. 3.50 lacs (Rupees Three Lacs Fifty Thousand Only) towards sale consideration shall be paid by the purchaser.

2. That the sale of the Houses and selection of the beneficiaries to whom the houses shall be sold shall be as per the provisions of Uttarakhand Housing Policy. The EWS Housing will be made available to the selected and verified beneficiaries as per the terms of PMAY(U) by the land owner/ developer at the prescribed rate of Rs.6.00 lacs per EWS house. The Parishad will supervise the process of allotment of EWS houses as per the guidelines of PMAY(U) of Government of India/ State Government.
3. That the "Parishad or The Development Board may authorize any officer of the Parishad or the Development Authority working for Parishad" for any act/work of the Parishad.
4. That the entire development work and constructions on the said land and sale of the Houses shall be made as per the provisions of PMAY(U) and the Housing Policy, as may be amended and modified from time to time. The PMAY(U) and the Housing Policy shall be deemed to be part of this agreement and the land owner and the developer shall be bound to abide by the terms and conditions laid therein and/ or modifications made thereto from time to time.
5. That the amount of grant from Central and State Government as well as the payment of the sale consideration shall be paid and shall be received by the developer from purchaser as the case may be in a phased manner at various stages of construction. The payment schedule will be as following: -

2019/2020 2020/2021

Ojas Build Well Private Limited

Signature

Director

Instalment Number	Stage of Construction	Type of Payment	Percentage of amount/ Amount	Conditions of Payment
1 st	At the time of Registration/ Booking	Beneficiary	Rs 5000.00/-	An amount of Rs 5000.00/- as a registration fee will be made available by the beneficiary to the private developer which will be adjusted in the last instalment to be paid by the beneficiary.
2 nd	Construction up to Plinth Level	G.o.I	40% of the Grant as released by the G.o.I	The report along with the proofs of construction will be made available by the developer and after verification and quality testing of the same.
		Beneficiary	20% share of the beneficiary contribution	The report along with the proofs of construction will be made available to the concerned authority and after verification and quality testing of the same.
3 rd	Construction of all floors completed	G.o.I	40% of the Grant as released by the G.o.I	After completion of Construction of all the floors and on submission of utilisation certificate of 70% of the previously released amount and on receipt of satisfactory report of the third party quality monitoring agency.
		Beneficiary	20% share of the beneficiary contribution	
4 th	Internal works like electrical, water sewage and finishing work completed and	State of Uttarakhand	50% of the Grant as released by the State Government	After completion of Internal and External Development works and submission of utilisation certificate of 90% of the previously released amount.
		Beneficiary	30% share of the beneficiary contribution	

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Director

	external construction/development works completed			
5 th	After Completion of the project or possession or registry of the house	G.o.I	20% of the Grant as released by the G.o.I	After Completion of the Projects and obtaining the utilisation certificate of the previously released amount.
		State of Uttarakhand	50% of the Grant as released by the State Government	
		Beneficiary	The remaining 30% of the beneficiary's share in which the registration amount will be adjusted.	

Note:- The payment proposed in work completion and payment schedule table will be released to the developer, subject to the condition that they have completed the construction within time schedule as per annexure-1 here to. which costs equivalent to the amount permissible (Central/State/Beneficiary share).

The payment schedule may be revised/amended as per the guidelines/policies/rules/direction from the Uttarakhand Government and Gov. Of India.

6. That it shall be the responsibility of the Promoter, to assure best quality practices during construction phase and also deliver the project within time as agreed in the Agreement. The Promoter shall be responsible for setting up a Quality testing lab on site, will be responsible for testing of all material as per set I.S Codes and norms procured for the construction works. [Ojas Buil Well Private Limited](#)

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7. That all the proceeds, received by the Promoter, including the Grant and the payments received from the eligible allottees of the EWS Houses shall be kept in a separate Bank account as envisaged under the Real Estate (Regulation and Development) Act of 2016 and out of the proceeds (against the sale value of each unit) the Promoter shall only be entitled to share 30% of the proceeds, whereas the remaining amount shall be used in the development of the said land. The amount shall be used strictly in compliance of the provisions of the Act and the Rules. The Promoter shall submit all financial statements to Parishad office along with the project progress report from time to time.
8. That the Developer, shall be bound to intimate the Parishad office about the progress of the work at site from time to time as per stages mentioned in bar chart. In all eventualities, the developer shall be bound to complete the project within the prescribed time schedule.
9. That the construction will be completed by the developer in various stages according to the bar chart being attached as **Annexure 1** herewith. Time shall be the essence of the Contract and it shall be the obligation of the Promoter to complete the entire development work within time schedule and to secure a completion certificate from the Parishad within the prescribed time as per the bar chart attached herewith. The work shall be commenced, within a period of one month from the date of entering into this Agreement with the Parishad. It is agreed, that in case the work is not completed by the Developer within the time specified hereinabove and /or is delayed, then in such an eventuality the promoter shall be liable to pay the compensation to the Parishad at the following rates:-

Sl. No	Period Of Delay	Compensation
1	Delay of 3 Months in Completion Of Work	Rs.50 Per Sq Ft. of the Total Built up Area of the scheme
2	Delay upto 6 months	Rs.100 Per Sq Ft. of the Total Built

Ojas Build Well Private Limited

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		up Area of the scheme
3	Delay beyond 6 months	Rs.200 Per Sq Ft. of the Total Built up Area of the scheme
4	Further delay of after 01 Years	AS per Part 6(10), (11), (12), (13), (14), (15) Uttarakhand Awas Niti Niyamawali 2018

10. That all applications for extension of time shall be submitted by the developer with the Parishad and this application for extension of time shall be accompanied by the reasons of delay along with all evidences for justifying the delay. The extension of time shall be granted with or without imposition of penalty/ compensation as mentioned hereinabove as per prevailing circumstances. The intimation of application of time extension shall also be furnished to the Secretary Awas, Government of Uttarakhand.
11. That the land owner shall mortgage land equivalent to 15% of the saleable land area in the entire scheme in favour of the Parishad as prescribed in Awas Niti.
12. That the landowner shall have right to take the land in its possession for the construction of the project further the developer shall also be responsible and shall have right to get all the required approval and NOC's for the project. The Developer also shall have the right to get the booking amount from the allottees and after completion of the project, Developer shall execute sale Deed/Transfer Deed/conveyance Deed in favour of the allottees.
13. The allocation of EWS houses and selection of the purchasers/beneficiaries shall be made according to the eligibility list in concurrence with the Parishad.
14. This eligibility list containing the names of the beneficiaries shall be prepared and finalized keeping in view the parameters and guidelines laid down in the Pradhan Mantri Awas Yojana (Urban), in collaboration and monitoring of the Uttarakhand Awas Evam Vikas Parishad. The housing policy/rules/guidelines/ direction from the Uttarakhand Government and Gov. Of India shall be strictly followed for the allotment.

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15. That in case after the allocation of EWS houses to the beneficiaries according to the eligible list, if out the total EWS houses constructed by the private developer, EWS houses still remain to be allocated, for such EWS houses, advertisements will be published 3 times, in the National Newspapers by the private developer. Necessary documents/ proofs will be obtained by the private developer from the applicants, applying through advertisement as per the eligibility criteria of the Pradhan Mantri Awas Yojana. The documents of the applicants will be sent to the District Magistrate for verification and the verified list will be made available to the concerned Authority by physical verification of this list by the District Magistrate. Allotment of the remaining houses to the beneficiaries of the verified list, so sent by the District Magistrate, can be done at the prescribed rates of the EWS houses as per the housing Policy.
16. That if no application is received even after the private developer has published three times advertisements in National Newspaper, in that event, after saturating the EWS houses to the beneficiaries, the remaining EWS houses can be given to anyone else on sale or on rent basis. The Developer shall be free to asses and fix sale Price and/or rate of rent. In this eventuality, the land use conversion fee and development fee to be incurred on EWS houses, sold by private developer to anyone or given on rent basis, will be assessed by the Parishad and the developer will have to deposit, the land use conversion fee and development fee, assessed on the said basis to the Parishad. Along with this, the amount of per EWS house grant released by the Government of India and State Government for such remaining EWS houses, will have also to be returned to the Parishad by the developer.
17. That the Developers shall Collect money from the eligible and approved allottees as in para 5, issue allotment letters to them, execute Agreement for sale in their favour and hand over the possession of the EWS units developed in the project.
18. That the land owners undertake to make and keep the title of the said land clear and marketable and free from all kind of encumbrances, charges, dispenses,

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prior agreements and claims during the continuance of the agreement till the date of execution and registration of title/conveyance deeds in favour of the Developers or the prospective buyers. In case of execution of sale deed directly in favour of the purchaser. The Developer shall execute the same in favour of purchaser.

19. That the land owners, through this agreement, Authorise to the Developers or his/their authorised signatory in this behalf to apply for the registration of the real estate project, to be developed on the said land, with the Uttarakhand Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made there under.

20. That the land owners shall make available to the Developer(s), the said land free from all encumbrances and with full authority for speedy development and efficient completion of the project. The Developer(s) shall be entitled to obtain loans from Banks and other financial institutions, subject to the terms and conditions, provided in point no. 20.1 to 20.5 below: -

20.1- That any type of security (Whether it is primary or secondary) required for finance purpose shall be arranged by the Developer(s). Land Owners on their part shall have no objection for the same if the developer decided to enter into some agreement with any bank or financial institution as decided by the Developer(s) by creation of equitable mortgage charge or otherwise to facilitate the financing of development works of the project as envisaged under this agreement. Further, the desired security provided by the owner shall be restricted to the extent of land provided for this project only; other security shall be arranged only by the Developer(s) itself.

20.2- The Developer(s) shall not mortgage land which Stands mortgaged to the Parishad as per para 10 to any bank or financial institution.

20.3- The Developer(s) shall disclose the required amount of loan to Awasthi Vikas Parishad before applying for the loan to any financial

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Director

institution and only after obtaining proper No Objection Certificate from Awas Vikas Parishad will be eligible to obtain any loan from any financial institution. The terms and condition for said NOC's shall be decided by Awas Vikas Parishad.

20.4- The Developer(s) shall be entirely liable and responsible for the repayment of any finance facility/ loan for this project.

20.5- The Developer (s) may facilitate the prospective buyer(s) in procuring loan for the purchase of a unit/apartment in the said project (Including tripartite agreement with any bank or financial institution existing on the panel of Developer (s) or as decided by the prospective buyer.)

21. That the land owners agree that the possession of the land is being handed over to the promoters for the Development of the real estate project.

22. That the developer shall get a plan sanctioned / approved from the Parishad for making development at site and the entire development shall be made at site as per the approved lay out. The developer shall also be bound to leave all open spaces and setbacks as provided in the sanction layout plan. The common areas including green areas shall be developed by the developer at his cost and it shall be available for the common use of the allottees/ Purchasers.

23. That the Developer (s) shall develop the project in terms of agreed map/ plans and in accordance with the approvals and sanctions to be granted by the concerned authorities and to meet all the requirements thereof. However, The Developer (s) would be solely liable for any penal or financial charges that may be levied during the construction phase of the project due to delay, inaction infraction of any law, Rules and Byelaws by the Developer(s).

24. That an Independent Agency shall be selected and appointed by the Parishad, according to existing guidelines, who shall supervise the development work and

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shall keep a check on the quality control of the work being executed at site from time to time.

25. That it shall be the responsibility of the developer to obtain all permissions and no objections which may be required relating to the Scheme, including environmental clearances, etc. at its own cost.
26. That the Developer shall also be liable to abide by all the terms and conditions which may be laid down by various authorities including the environmental authorities. Similarly, the Developer shall be bound to abide by all the directions being given by the Parishad and the Government orders issued from time to time in letter and spirit.
27. That in lieu of the administrative work which has been done by the Parishad, the Developer/Second Party shall pay a sum equivalent to 2 % of the total cost of the project as specified in the DPR towards administrative charges. This amount shall be deducted by the Parishad from the payments of the amounts of grant received from Central/State which is payable to the developer.
28. That the Developer and Land Owners shall not execute any sale deed or shall not handover the possession of residential/non residential area without obtaining N.O.C from the Parishad.
29. That it shall be the responsibility of the Land owner and the Developer to get the project registered with Real Estate Regulatory Authority (RERA) and to comply with all formalities and regulations relating thereto. It is clarified that the role of the Third Party/ Parishad is to ensure and monitor the implementation of scheme under the PMAY (U) and to ensure that the grant accorded by the Central Government/ the State Government is not misused. Accordingly, all liabilities and responsibilities under the RERA Act shall be of the land owner and the developer as per RERA Act. The Parishad would not be liable or responsible for payment of any compensation, damages or other liabilities under the RERA Act

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or to the Purchasers. However, in case under any eventuality, the Parishad is impleaded as a party in any litigation / complaint or is made to bear any liability, on account of the acts of omission and commission on the part of the land owner/ developer, or on account of defect or deficiencies in the houses or delay etc, then in such an eventuality the developer shall indemnify the Parishad for all losses damages, penalty and expenses, including legal costs, which may be incurred by the Parishad.

30. That all direct and indirect taxes or charges including charges payable to appropriate Government (s) and/ or to the Local Authority shall be borne by the Developer. The Developer shall be entitled for remissions of Central or State Government taxes or charges, subject to compliance of the norms and the guidelines prescribed under the scheme (s).
31. That the land owners shall be paid the agreed cost of the land as per payment schedule by the Developer. It is clarified that it shall be the sole responsibility of only the Developer to pay all amounts payable to the land Owner and under no circumstances the Third party shall be held liable on this count.

That the Developer will pay 13.92% of the Residential sale consideration subject to a maximum of Rs. 8,00,00,000/- (Rupees Eight Crores Only) towards his share of the project. The entire amount will be paid by the developer from the escrow account of the project.

32. That in case the developer fails to execute the work at site as per the Uttarakhand Housing Policy Rules and PMAY (U) and the norms and the approved plans laid down, all the securities being furnished by the land owner and the developer by way of mortgage and performance bank guarantee shall be forfeited. In such an eventuality the developer will not be entitled to any benefit under the scheme and neither would they be entitled to the subsidy amounts.

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33. That in case at any stage, it is found by the Parishad that the development of the project and the constructions being made by the Developer are not in a workman like manner or in accordance with the approved lay out or in accordance with the directions given by the Parishad from time to time or the project is being delayed, or any provisions of the PMAY (U) or the Uttarakhand Housing Policy are being violated then at the discretion of the Parishad and its sole prerogative, the Parishad

33.1- shall be entitled to take over the said project and get the work completed by Parishad or through any other agency at the cost and risk of the Developer.

33.2- In case, the cost of completing the remaining development and construction at site, exceeds the balance amount realisable by the Developer from the Purchasers, the developer shall be liable to pay the differential amount to the Parishad along with all other expenses which may have to be incurred by the Parishad for discharging the obligations of the Developer.

33.3- In-case the Parishad is unable to develop the project due to any reasons as the case may be the developer and shall refund the amounts already received from the beneficiary and the grant from the Government.

33.4- The Parishad may sell out the mortgage land and the cost recovered from that and the security etc. jointly getting the funds, will proportionally return the money to the Beneficiary in lieu to the houses constructed in respect to the project.

34. That In-case of default by the Promoter, the Parishad shall have the right to take up the matter suo-motto or on request of the Beneficiary to Competent Forum for the completion of project.

35. That all dues payable or realisable by the Parishad under this agreement shall be realisable from its Developer/Second Party as arrears of land revenue.

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Director

36. That after securing the completion certificate from the Parishad, the Developer, for self and as Attorney Holder of the land owners(s). shall execute the sale deed in favour of the each approved eligible allottee. The land owners as well as Developer(s) undertake to convey clear and unencumbered marketable title in favour of the prospective buyers. For the said purpose Land Owners as well as Developer(s) are bound to execute the Sale/Conveyance deed jointly in favour of prospective buyers.
37. That after execution of all the sale deeds to the allottees and due compliance of the terms of this agreement, the Bank Guarantee and the mortgaged land shall be released in favour of the second party after expiry of period of 1 month.
38. That if during the continuation of this agreement or during the period of construction, any assistance, co-operation or any legal undertaking on behalf of Land Owners is required for the due performance of the obligations contained herein and the smooth and speedy progress of the project, the Land Owners shall assist, co-operate and undertake, as and when required, on the request of the Developer(s) but only within the terms of this agreement.
39. That after taking over possession, if any problem arises from the neighbours of the adjoining lands or any other Department or otherwise to secure such possession, the same shall be dealt with by the Developer(s) solely since the Developer(s) had already satisfied themselves regarding the possession, boundaries and all relevant factors related to the ownership, possession and control of the Land Owners over the said land after the careful study of all the relevant documents already executed in favour of the Land Owners. However, if at any stage of such problem or dispute, the assistance of the Land Owners is felt necessary, the Land Owner(s) would co-operate with the Promoter(s) at his/their cost and risk.

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Director

40. That the Land Owners and Developer hereby represent, confirm and, further, undertake to keep the Parishad and the Purchaser(s), indemnified and harmless against encumbrances, claims and damages which may cause to arise on the part of Land Owners during the entire period of subsistence of this agreement and in such event the Land Owners and Developer shall make good the losses or damages or any claim or defect in the title within a period of 15 days from the date when such defect is brought to the notice of the Land Owners and Developer.
41. That the Land Owners shall not interfere or obstruct in any manner whatsoever, with the construction, development and completion of the Project till any obligation of the Developer towards the Land owners is infringed.
42. That the Developers shall be entirely liable and responsible for any kind of defects in the project and the units to be constructed and developed as well as delay in the development and construction of the project/units.
43. That the completion and/or occupancy certificate for the project shall be obtained by the developer from the Parishad.
44. That the stamp duty payable on this agreement has been borne by the developer. In case, any deficiency, in payment of any stamp duty is found at a subsequent stage, then in such an eventuality it is the developer who shall be liable and responsible to bear the deficit amount of stamp duty and consequence thereof.
45. That it shall be the obligation and responsibility of the developer to secure and obtain at their own cost and expense, all statutory permission(s), NOC(s), license(s) for execution and operation of the project. It shall also be their responsibility to pay all fees, penalties or any other civil or criminal liability.
46. That the developer shall also constitute a resident welfare association (RWA) and all expenses relating thereto shall be incurred by them.
47. That until such time the common areas are taken over by the RWA, it shall be the responsibility of the Developer and land owner to maintain the common

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areas. The Developer is entitled to collect the maintenance as charges prescribed in Housing Policy Rules guidelines/rules/direction from the Uttarakhand Government and Gov. Of India.

48. The Developer agrees and understands that timely delivery of possession of the Units to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures and undertakes to hand over possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the project at site on time, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Parishad agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are of the nature which makes/ it impossible for the contract to be implemented. The Developer shall give written intimation of such event to the Parishad and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then any agreement with Beneficiary shall stand terminated and the Promoter shall refund to the Beneficiary the entire amount received by it from the allottees by way of allotment within 45 days from that date. As well as refund the grant received from central/State. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

49. That the Land Owner and Developer shall have no objection in case of any dispute arises on any matter regarding the project, Parishad shall have the sole jurisdiction and authority to take up the matter in any concerned Forum or Authority as the Parishad deems fit for resolution of the dispute in a timely manner.

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Director
Director

RESOLUTION OF DISPUTE

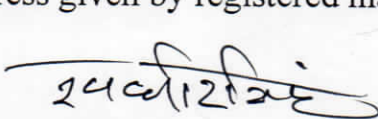
50. That for resolution of disputes, a committee under the Chairmanship of Additional Housing Commissioner as following: -

- A. Appar Awas Ayukt
- B. Developer or his/her nominee
- C. Land owner's or his/her nominee

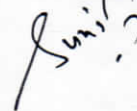
This committee shall make an effort to resolve the disputes within a period of 1 month. In case the disputes are not resolved, then in such an eventuality the disputes shall be referred to Arbitrator appointed mutually by the parties and provision of Arbitration and conciliation Act shall be applicable. The seat of Arbitrator shall be at Dehradun. The expanses and fees of Arbitrator proceedings and fee of the Arbitrator shall be borne equally by the parties.

51. In the event parties hereto hereafter consider it necessary or appropriate to alter, amend, substitute or override any terms of this agreement, they shall record such terms in writing as addendum hereto, and no such terms shall be binding between the parties until and unless they are reduced in writing and signed by the each of the parties herein.

52. That the mutual notices shall be served upon the parties on their respective address given by registered mail.

 24/12/2020

Ojas Bui Well Private Limited



Director



SCHEDULE**Details and Particulars of the Land Owned by the Land Owners**

Sl. No.	Name of Owner	Village	Khatoni No	New Khasara No	Are in Hactares
1	Gurdev & Randhir Singh	Matkota	54	86/1	0.1648
			54	87	0.847
			151	88/1	0.1392
			151	91	0.8725
	TOTAL				2.0235

in village Matkota Pargana Rudrapur, Tehsil Rudrapur and Distt. Udham Singh Nagar, delineated by red lines in the plan attached and bounded and butted as under: -

In the East - Garden of Gurdev Singh
 In the West - Nala
 In the North - Colony of Jeevan Rai
 In the South - Land of Randhir Singh and Champa Devi

WITNESSES WHEREOF the First Party, Second Party and Third Party have put down their respective signatures on this agreement on the day, month and year first above written.

LANDOWNERS

DEVELOPER(S)

Director

AUTHORISED SIGNATORY
(UTTARAKHAND AWAS EVAM VIKAS PARISHAD)

Witnesses

(1) -Amit Agrawal S/O Bajrang Lal Agrawal R/O -E,W,S-534 Ward No 20 Awass Vikas Rudrapur

Dist-Udham Singh Nagar

(2)- Ajay Mangal s/o B.B. Mangal R/O- A- 22 Anand Vihar Delhi

Sunil Kumar
 (Advocate)

Regn. No. UA-298/2006
 Civil Court, Rudrapur
 (U.S.Nagar) U.K.

रजिस्ट्रेशन अधिनियम-1908 की धारा 32 ए के अनुपालन हेतु

पक्षकार का नाम:- RANDHEER SINGH, s/o Shri Late Baru Singh

बायें हाथ के अंगुलियों के चिन्ह:-



दाहिने हाथ के अंगुलियों के चिन्ह:-



20/11/2006 पक्षकार के हस्ताक्षर

पक्षकार का नाम:- GURDEV SINGH s/o Shri Randheer Singh

बायें हाथ के अंगुलियों के चिन्ह:-



दाहिने हाथ के अंगुलियों के चिन्ह:-



20/11/2006

ह0 प्रथम पक्ष
20/11/2006

Ojas Bull Well Private Limited

ह0 द्वितीय पक्ष

Director

20/11/2006 पक्षकार के हस्ताक्षर

Sunil Kumar
(Advocate)

रजिस्ट्रेशन अधिनियम-1908 की धारा 32 ए के अनुपालन हेतु

पक्षकार का नाम:- Sunil kumar chauersia S/O H C chauersia

बायें हाथ के अंगुलियों के चिन्ह:-



दाहिने हाथ के अंगुलियों के चिन्ह:-



Ojas Bull Well Private Limited

पक्षकार के हस्ताक्षर

Director

पक्षकार का नाम:- Anand Ram s/o Shri Kishan Ram

बायें हाथ के अंगुलियों के चिन्ह:-



दाहिने हाथ के अंगुलियों के चिन्ह:-



Ojas Bull Well Private Limited

Director

पक्षकार के हस्ताक्षर

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ह0 द्वितीय पक्ष

Sunil Kumar

(Advocate)

Regn. No. UA-298/2006
Civil Court, Rudrapur
(U.S.Nagar) U.K.