



# Online Public Data Entry Summary

\*ukpde2021120318344\*

DISTRICT NAME :उधम सिंह नगर SRO :

ukpde2021120318344

29-Dec-2021

12:20:57

Appointment Date:29 Dec 2021

Appointment Time:01:30 p.m to 02:30 p.m

Appointment TokenNo:3

Deed/Article Type :Agreement  
Sub-Deed/Sub-Article :Development Agreement  
Village/Location For Index :कनकपुर  
Village/Location/Road Selected for Circle RateList :कनकपुर

Khewat :  
Khasra :51min, 52min, 52min

Khatoni :

House/Flat No:

Area :2.8340 ईक्रेयर

Latitude

Longitude 0.0000000000

Land Value :35000000.00

Construction Value :0.00

Transaction Value :0.00

Market Value :35000000.00

Advance :0.00

Lease Period :0.00

Avg. Rent :0.00

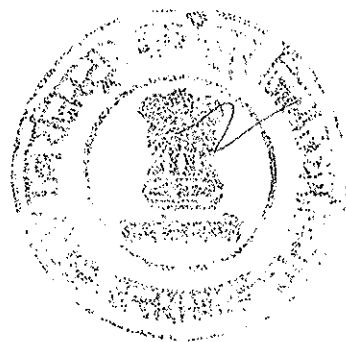
Stamp Duty :1750100.00

Regn Fees :25100.00

Pasting Fees :100

Page :40






| व्यवसायिक निर्माण का विवरण |                   |                   |                |             |                        |
|----------------------------|-------------------|-------------------|----------------|-------------|------------------------|
| क्र.सं                     | निर्माण का प्रकार | क्षेत्रफल         |                |             |                        |
|                            |                   |                   |                |             |                        |
| आवासीय निर्माण का विवरण    |                   |                   |                |             |                        |
| क्र.सं                     | निर्माण क्षेत्र   | निर्माण का प्रकार | निर्माण बल     | क्षेत्रफल   | रकबा                   |
|                            |                   |                   |                |             |                        |
| निबंधक शुल्क का विवरण      |                   |                   |                |             |                        |
| क्र.सं                     | भुगतान की विधि    | धनराशि            | संदर्भ क्रमांक |             |                        |
| 1                          | Cash              | 25100.00          |                |             |                        |
|                            |                   |                   |                |             |                        |
| स्टाम्प शुल्क का विवरण     |                   |                   |                |             |                        |
| क्र.सं                     | भुगतान की विधि    | धनराशि            | संदर्भ क्रमांक | गारी दिनांक | स्टाम्प विक्री का आईडी |
| 1                          | e-Stamp           | 1750100.00        | IN-UK          | 29-Dec-2021 |                        |



Appointment Date:29 Dec 2021

Appointment Time:01:30 p.m to 02:30 p.m

Appointment TokenNo:3

| पक्षकारों का विवरण      |  | हस्ताक्षर   | व्यवसाय   | पैन नं | मोबाइल नं  | पहचान पत्र संख्या          |
|-------------------------|--|---|-----------|--------|------------|----------------------------|
| पक्षकार का प्रकार       | पक्षकार का विवरण   |   |           |        |            |                            |
| चिक्रेता / प्रथम पक्ष   | श्री साजिद नदीम पुत्र श्री काले आ निवासी<br>मकान नं-107, तुर्कल मार्डन, कटोराताल काशीपुर   |  | BUSSINESS |        | 9927074467 | ADHAAR : 9105 6458<br>0689 |
| चिक्रेता / द्वितीय पक्ष | श्री मेवरी साजिद नदीम द्वारा पोस्टाउटर श्री साजिद<br>नदीम पुत्र श्री काले खान निवासी मकान<br>नं-107, तुर्कल मार्डन, कटोराताल काशीपुर |  | BUSSINESS |        | 9927074467 | ADHAAR : 9105 6458<br>0689 |
| चिक्रेता / द्वितीय पक्ष | श्री उत्तराखंड आवास एवं विकास परिषद द्वारा<br>अधिकृत एक्सक्यूटिव इंजीनियर श्री आनंद राम पुत्र<br>श्री स्व.किशन राम निवासी देहरादून   |  | BUSSINESS |        | 1352551033 | OTHERS : 2551              |
| गवाह                    | श्री प्रेमपाल सिंह पुत्र श्री पंचम सिंह निवासी<br>महायक अभियंता काशीपुर  |  | BUSSINESS |        | 9412018679 | PAN CARD :<br>AGBPS5383B   |
| गवाह                    | श्री मुहम्मद अशरफ सिद्दीकी पुत्र श्री मुहम्मद हनीफ<br>सिद्दीकी निवासी काशीपुर  |  | ADVOCATE  |        | 9837078650 | PAN CARD :<br>AFFPS3771Q   |

Deed Writer /Advocate Name :Mohd.Ashraf Adv.





सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttarakhand

## e-Stamp

Mohammed Amir  
Stamp Vendor  
Lic No. 408/2021-22  
Kashipur (U.S. Nagar)

Certificate No. : IN-UK62524759015212T  
Certificate Issued Date : 29-Dec-2021 12:18 PM  
Account Reference : NONACC (SV)/ uk1346104/ KASHIPUR/ UK-UN  
Unique Doc. Reference : SUBIN-UKUK134610429480785161638T  
Purchased by : SAJID NADEEM  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : VILL-KANAKPUR  
Consideration Price (Rs.) : 3,50,00,000  
(Three Crore Fifty Lakh only)  
First Party : SAJID NADEEM  
Second Party : MS SAJID NADEEM  
Stamp Duty Paid By : SAJID NADEEM  
Stamp Duty Amount(Rs.) : 17,50,100  
(Seventeen Lakh Fifty Thousand One Hundred only)



Please write or type below this line



Mr. Ashraf Siddiqui  
Advocate  
Kashipur (U.S. Nagar)  
Reg. No. U.P. 13192



Mr. Ashraf Siddiqui  
Advocate  
Kashipur (U.S. Nagar)  
Reg. No. U.P. 13192



Mr. Ashraf Siddiqui  
Advocate  
Kashipur (U.S. Nagar)  
Reg. No. U.P. 13192  
0006580121

### Statutory Alert:

- The authenticity of this Stamp certificate should be verified at [www.uttarakhand.gov.in](http://www.uttarakhand.gov.in) or using a Stamp Mobile App of State Holding.
- In case of discrepancy in the details on this Certificate and as available on the website, Mobile App or users of the App.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy, please inform the Competent Authority.

1. The first of the  
two is a copy of  
the original document.

2. The second is a  
copy of the original document.

3. The third is a  
copy of the original document.  
4. The fourth is a  
copy of the original document.

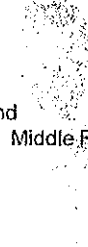


First Party (Mr. Sajid Nadeem) Left Hand

Thumb

Index Finger

Middle Finger



Ring Finger

Little Finger

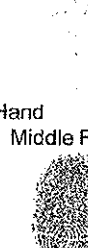


First Party (Mr. Sajid Nadeem) Right Hand

Thumb

Index Finger

Middle Finger



Ring Finger

Little Finger

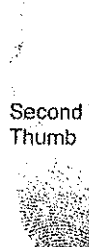


Second Party (M/s Sajid Nadeem) Left Hand

Thumb

Index Finger

Middle Finger



Ring Finger

Little Finger

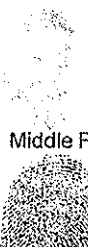


Second Party (M/s Sajid Nadeem) Right Hand

Thumb

Index Finger

Middle Finger



Ring Finger

Little Finger

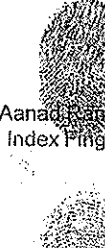


Third Party (Mr. Aanad Ram) Left Hand

Thumb

Index Finger

Middle Finger



Ring Finger

Little Finger



Third Party (Mr. Aanad Ram) Right Hand

Thumb

Index Finger

Middle Finger



Ring Finger

Little Finger



7/5

7/5

7/5





### **AGREEMENT**

This Agreement is made at Kashipur on this 29 Day of December 2021.

### **BETWEEN**

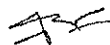
- 1) **Mr. Sajid Nadeem** [Aadhar No-9105 6458 0689] S/o Late Shri Kaley Khan Resident of H.No.107, Tufail Garden, Katorataal, Kashipur, Udham Singh Nagar, Uttarakhand aged 51 Years hereinafter referred to as the **LAND OWNER(S)**, which expression shall, unless repugnant to the subject or context, mean and include their/his or her heirs, successors, administrators and assigns, of ONE PART.
- 2) **M/s Sajid Nadeem Proprietorship firm** Through its Proprietor Mr Sajid Nadeem [Aadhar No-9105 6458 0689] S/o Late Shri Kaley Khan Resident of H.No.107, Tufail Garden, Katorataal, Kashipur, Udham Singh Nagar, Uttarakhand age 51 Years (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.

### **AND**

**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 Uttarakhand Awas Evam Vikas Parishad, 5<sup>th</sup> Floor, Rajeev Gandhi Complex, Dispensary Road, Dehradun through its duly authorized signatory and Executive Engineer Shri Anand Ram [ID No-2551] s/o Late Kishan Ram R/o Uttarakhand Awas Evam Vikas Parishad, 5<sup>th</sup> 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) is/are the legal, valid and actual owner/owners in possession of the land measuring 2.8339 hectares (28339 sqmtr.) comprised of Khasra Nos 51, and 52 min situated in Village/Town Kanakpur, Tehsil Kashipur, District Udham Singh Nagar, more fully described in the Schedule given at the end of this deed and which is hereinafter 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



बही संख्या 1 रजिस्ट्रीकरण संख्या 10282 वर्ष 2021



साजिद नदीम



मेसर्स साजिद नदीम  
द्वारा प्रोप्राइटर श्री  
साजिद नदीम



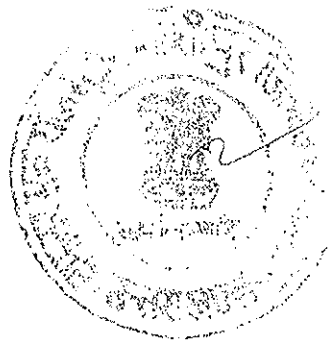
उत्तराखंड आवास एवं  
विकास परिषद द्वारा  
अधिकृत एक्सक्यूटिव



प्रेमपाल सिंह



मुहम्मद अशरफ  
सिद्दीकी



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

रजिस्ट्रीकर्ता अधिकारी /  
उप-निबंधक, काशीपुर  
29 Dec 2021

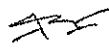
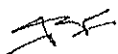
objective of providing a pucca house with water connection, toilet facilities, electric fittings as per the DPR and drawings to the economically weaker sections of the Society. Since the launch of this scheme it has been revised from time to time.

**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 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 16<sup>th</sup> March 2018 and Uttarakhand Housing Policy (Amended) Rules 2021) no. 2231/V-2/Awas-2021-66 (awas)/17 dated 1<sup>st</sup> 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. 5.90 lacs/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 Uttarakhand Housing Policy mentioned above, the Developer with the approval and consent of the Land owners had given a proposal to the Parishad for construction of and sale/allotment of EWS houses to the eligible persons at a price of Rs. 5,90,000/- 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 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 or disputes etc. and the said land is also not subject matter of any prior agreement of sale. In short



बही संख्या 1 रजिस्ट्रीकरण संख्या 10282 वर्ष 2021

Agreement  
Development Agreement

प्रतिफल रु0 : 0.00

मालियत रु0 : 35000000.00

|                                   |                               |   |                         |                   |
|-----------------------------------|-------------------------------|---|-------------------------|-------------------|
| रजिस्ट्रेशन शुल्क<br>रु0 25100.00 | प्रतिलिपि शुल्क<br>रु0 100.00 | इलेक्ट्रॉनिक प्रोसेसिंग शुल्क<br>रु0 400.00 | कुल योग<br>रु0 25600.00 | शब्द लगभग<br>1000 |
|-----------------------------------|-------------------------------|---|-------------------------|-------------------|

श्री मेसर्स साजिद नदीम द्वारा प्रोप्राइटर श्री साजिद नदीम पुत्र श्री काले खान निवासी मकान न०-107, तुफैल गार्डन, कटोराताल काशीपुर ने आज दिनांक 29 Dec 2021 समय मध्य 1PM व 2PM को कार्यालय उपनिबन्धक काशीपुर में प्रस्तुत किया।

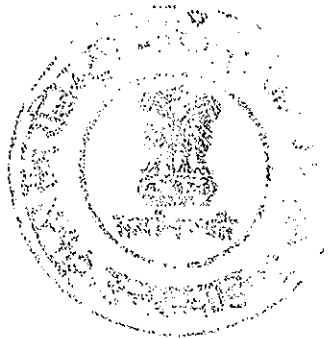


मेसर्स साजिद नदीम द्वारा प्रोप्राइटर श्री साजिद नदीम

उपनिबन्धक  
काशीपुर  
29-Dec-2021

इस लेख पत्र का निष्पादन विलेख में लिखित तथ्यों को सुन व समझकर श्री साजिद नदीम पुत्र श्री काले खा निवासी मकान न०-107, तुफैल गार्डन, कटोराताल काशीपुर। ने विक्रय धन मुबलिंग रु0 0.00 प्रलेखानुसार पाकर निष्पादन स्वीकार किया। इस लेखपत्र का निष्पादन क्रेता श्री मेसर्स साजिद नदीम द्वारा प्रोप्राइटर श्री साजिद नदीम पुत्र श्री काले खान निवासी मकान न०-107, तुफैल गार्डन, कटोराताल काशीपुर। श्री उत्तराखंड आवास एवं विकास परिषद द्वारा अधिकृत एक्सक्यूटिव इंजीनियर श्री आनंद राम पुत्र श्री स्व.किशन राम निवासी देहरादून। ने भी स्वीकार किया।

जिनकी पहचान श्री प्रेमपाल सिंह पुत्र श्री पंचम सिंह निवासी सहायक अभियंता काशीपुर तथा श्री मुहम्मद अशरफ सिद्दीकी पुत्र श्री मुहम्मद हनीफ सिद्दीकी निवासी काशीपुर ने की।



उपनिबन्धक  
काशीपुर  
29-Dec-2021

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, 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 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.

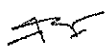
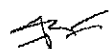
**AND WHEREAS** In pursuance of the assurances and undertakings given by the Land owners and Developer and the application submitted by the promoter, the Parishad had issued a notice of housing scheme pertaining to the "said land" and this proposed scheme has been accorded a "Principal Approval" by the 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.

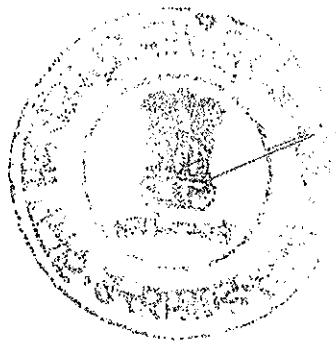
**AND WHEREAS** the developer has jointly undertaken that subject to the approval of the Scheme by the State Government, the Developer shall develop at its cost the said land and shall erect thereon EWS houses in a workman like manner within the prescribed time and as per the drawings to be approved 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. 5,90,000/- (Rupees Five Lacs Ninety Thousand only) per house.

**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/her cost the said land and shall erect thereon EWS houses in a workman like manner 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 and shall allocate and sell to the eligible allottees( to be chosen as per the norms) , the EWS houses at a

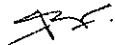




price of Rs 5.90 lakhs per house. Out of this sale consideration of Rs.3.40 lacs, for sale of the houses to the Economically Weaker Sections of Society, a sum of Rs. 2.50 lacs (Rupees two lacs and fifty thousand) per house shall be paid through the Parishad / Nodal agency as grant on behalf of the Central Government and the State Government in a phased manner and the balance sum of Rs.3.40 lacs (Rupees Three Lac Forty Thousand only) 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.5.90 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. "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 on 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 delivered 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:-

| Instalment Number | Stage of Construction | Type of Payment | Percentage of amount/ Amount | Conditions of Payment |
|-------------------|-----------------------|-----------------|------------------------------|-----------------------|
|-------------------|-----------------------|-----------------|------------------------------|-----------------------|







|                 |                                      |             |   |   |
|-----------------|--------------------------------------|-------------|---|---|
| 1 <sup>st</sup> | 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 <sup>nd</sup> | 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 <sup>rd</sup> | Construction of all floors completed | G.o.I       | 40% of the Grant as released by the G.o.I | After Construction of all the floors and on submission of utilisation certificate of 70% of the previously  |
|                 |                                      | Beneficiary | 20% share of the beneficiary contribution |   |

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|                 |   |                      |   |   |
|-----------------|---|----------------------|---|---|
|                 |   |                      |   | released amount and on receipt of satisfactory report of the third party quality monitoring agency.   |
| 4 <sup>th</sup> | Internal works like electrical, water sewage and finishing work completed and external construction/development works completed | 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   |   |
| 5 <sup>th</sup> | After Completion of the project and possession and 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, under the condition

*[Signature]*

*[Signature]*

*[Signature]*



that they have completed the construction 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 in timely manner. 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.
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 lodged in a separate Bank account as envisaged under the Real Estate (Regulation and Development) Act of 2016 and from that the bank account, share (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 in a timely manner.
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 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 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 | Period of delay | Compensation |
|----|-----------------|--------------|
|----|-----------------|--------------|

*[Signature]*

*[Signature]*

*[Signature]*



| No |   |  |
|----|---|--|
| 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 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 year            | 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 prescribe in Awas niti.
12. That the Developer shall have right to take the land in his/her possession for the construction of the project further the developer shall also 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 the developer shall have the right to execute the sale 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.





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, 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 this case, after saturating the EWS houses to the beneficiaries, the remaining EWS houses can be given to anyone else on sale or on rent basis. 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 private 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 private 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, 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.
19. That the land owners, through this agreement, give authority 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.18.1 to 18.5 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 object 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 is mortgage 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 Awas Vikas Parishad before applying for the loan to any financial 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.

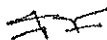
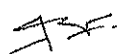
20.4- The Developer(s) shall be entirely liable and responsible for the repayment of any finance facility/ loan for this project.

20.5- The Developer (s) may facilitate the prospective buyer(s) with their full capacity in sanctioning his/their housing 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.)

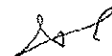
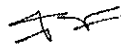
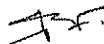


21. That the land owners agree that the possession of the land is being handed over to the promoters for the Development of the real estate project.
22. That the developer shall get a plan sanctioned / approved from the Parishad for making development at site and the entire development shall be made at site as per the approved lay out. The developer shall also be bound to leave all open spaces and set backs 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 working 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 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 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, 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 second party shall pay a sum equivalent to 2 % of the total cost of the project as specified in the DPR as administrative charges. This amount shall be deducted by the Parishad on or before the payments of the amounts of state grant and central grant which is payable to the developer.





28. That the Developer/Land Owner's 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 subsidy which has been paid by and on behalf of 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 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 land owner /developer shall duly indemnify the Parishad for all losses 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 to any remissions in the 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 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.
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 and land owner will not be entitled to any benefit under the scheme and neither would they be entitled to the subsidy amounts.







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 Land owner and 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 Land Owner / developer shall jointly and severally 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 land owner/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 landowner shall refund the instalment received from the beneficiary and the Grant from the government.

33.4 If it is viable 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.

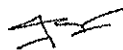
35. That all dues payable or realisable by the Parishad under this agreement shall be realisable as arrears of land revenue.

36. That after securing the completion certificate from the Parishad, the Developer, 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 market 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 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.
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 arise on the part of Land Owners during the entire period of subsistence of this agreement and in such an 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 the day of non- default of this agreement.
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 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 also.
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 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. 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.

#### RESOLUTION OF DISPUTE

49. 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 formed by the Parishad.

50. 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.

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

#### **SCHEDULE**

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

All that piece of land being part of Khasra Nos 51 & 52 min measuring 28339.00 Sq. Mts. respectively having total area of 28339.00 Sq.Mts. i.e. 2.839 Hectare situated in village/town Kanakpur, Kashipur Pargana Kashipur, Tehsil Kashipur and Distt Udham Singh Nagar, [According to the Revenue Record schedule property is Agriculture Land till date] delineated by red lines in the plan attached and bounded and butted as under:-


|              |   |
|--------------|---|
| In the East  | - Balance Land of Jasbir Singh & Kavarjeet Narula |
| In the West  | - Land of Mulak Singh & Umadevi                   |
| In the North | - 13ft wide Chak Road                             |
| In the South | - Land of Raunak Singh etc.                       |

**IN 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.

**IN WITNESS WHEREOF** the parties have set their respective hands to this Agreement on the day, month and year written hereinbefore in the presence of the under signed witnesses.

  
**LANDOWNERS**

  
**DEVELOPER(S)**


  
**AUTHORISED SIGNATORY**  
**(UTTARAKHAND AWAS EVAM VIKAS PARISHAD)**

##### **Witnesses**

1. Mr.Prempal Singh S/o Mr.Pancham Singh R/o Sahayak Abhiyanta, SDM Court Kashipur. [AGBPS5383B]


2. Mohammed Ashraf Siddiqui Advocate, Kashipur.

Drafted By-

  
**M. Ashraf Siddiqui**  
Advocate  
Kashipur (U.S.Nagar)  
Reg. No.-U.P.862302

बही संख्या 1 जिल्द 6696 के पृष्ठ 315 से 354 पर क्रमांक 10282

पर आज दिनांक 29 Dec 2021 को रजिस्ट्रीकरण किया गया।

  
रजिस्ट्रीकर्ता अधिकारी /  
उप-निबंधक, काशीपुर  
29 Dec 2021

