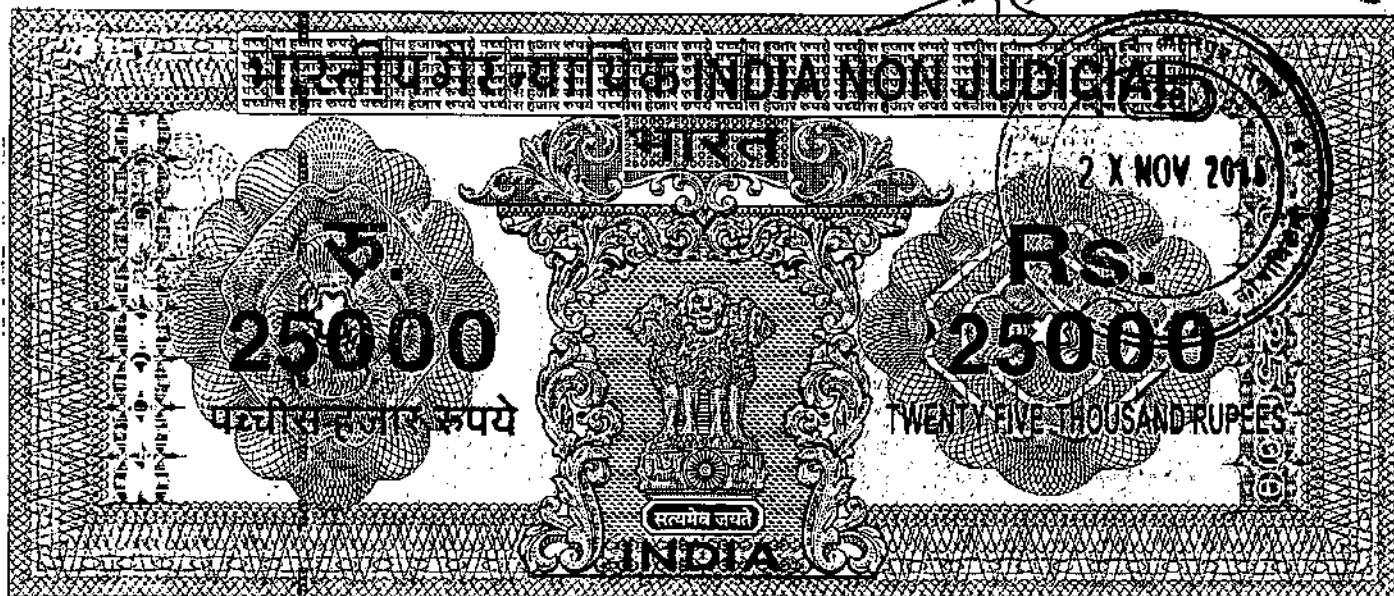


6

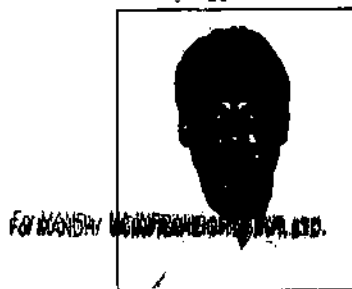
9037



उत्तर प्रदेश UTTAR PRADESH

F 126980

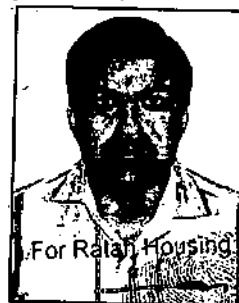
F 126980



For MANDHANA INFRAHEIGHTS PVT. LTD.

Director/Auth. Signatory

Sanghvi



For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory

BUILDER AGREEMENT

:: OM ::

NAME OF OFFICE : Sub-Registrar, Bilhaur, Kanpur Nagar
DATE OF PRESENTATION : Nov. 2015
DATE OF EXECUTION : 06th Nov., 2015
NATURE OF DOCUMENT : Builder Agreement

SHORT DETAILS OF DOCUMENT

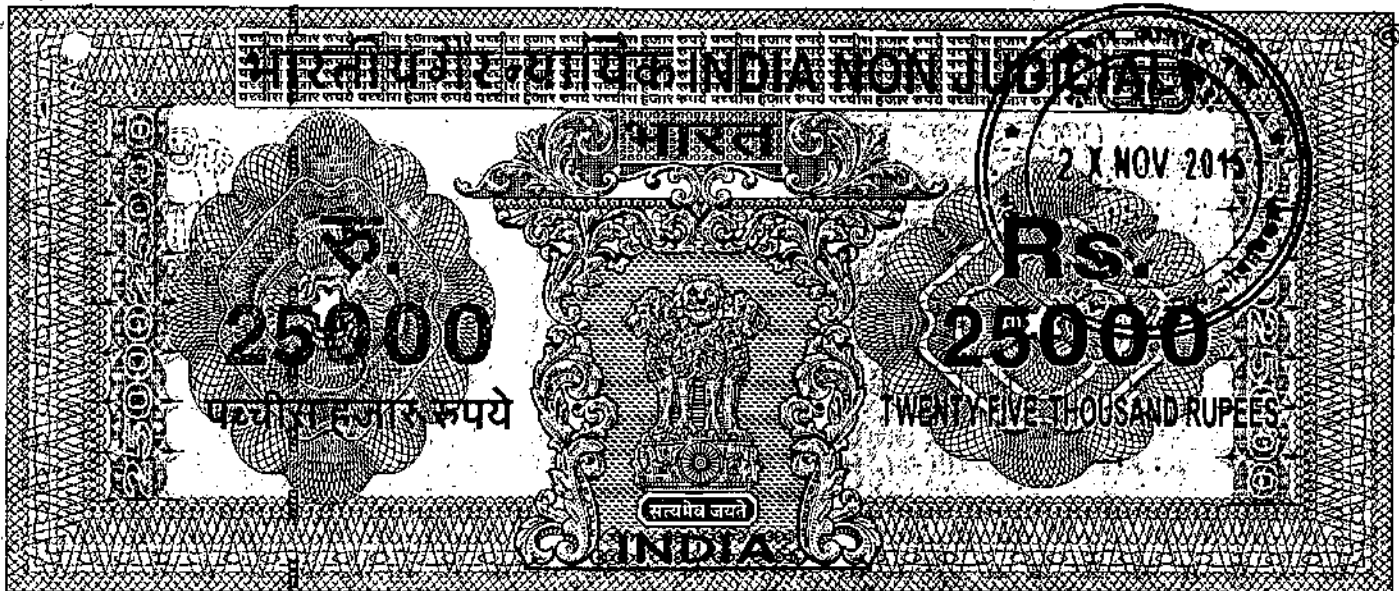
1. Type of Land : Agricultural

For MANDHANA INFRAHEIGHTS PVT. LTD.

Mandeep Sanghvi
Director/Auth. Signatory

For Ratan Housing Development Limited

Dhananjay Tiwari
(Dhananjay Tiwari)
Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

F 126981

F 126981

(2)

2. Place : Village Baidani, Mandhana, Kanpur Nagar.
3. Area of Land : 0.318 Hect.
4. Arazi Nos. : Arazi No.731 admeasuring 0.318 Hect., situated at Village Baidani, Tehsil, Pargna Bilhaur, Distt. Kanpur Nagar.
5. Width of Road : N.A.
6. Boundary of Arazi No.731
 - East : Arazi No.742
 - West : Arazi No.716 and 718
 - North : Arazi No.733 and 734
 - South : Arazi No.732

NUMBER OF FIRST PARTY : One

NUMBER OF SECOND PARTY : One

For MANDHANA INFRAHEIGHTS PVT. LTD.

 Director/ Auth. Signatory

For Ratan Housing Development Limited


 (Dhananjay Tiwari)
 Authorised Signatory

कोमलपुत्र क १०१२ अ नगर
वि. नं. २४३४५

कम संख्या: 36 स्यामा का संख्या
मूल्य रु० ६४०००२
नाम
पिता/पति का नाम
पता
दिनांक ०५-११-२०१५ अस्ताक्षर M

राजेश्वरी प्रसाद २२०
राजेश्वरी प्रसाद २२०
राजेश्वरी प्रसाद २२०
१२/१२ जाल दोस्त नारायण मनी
११/१५

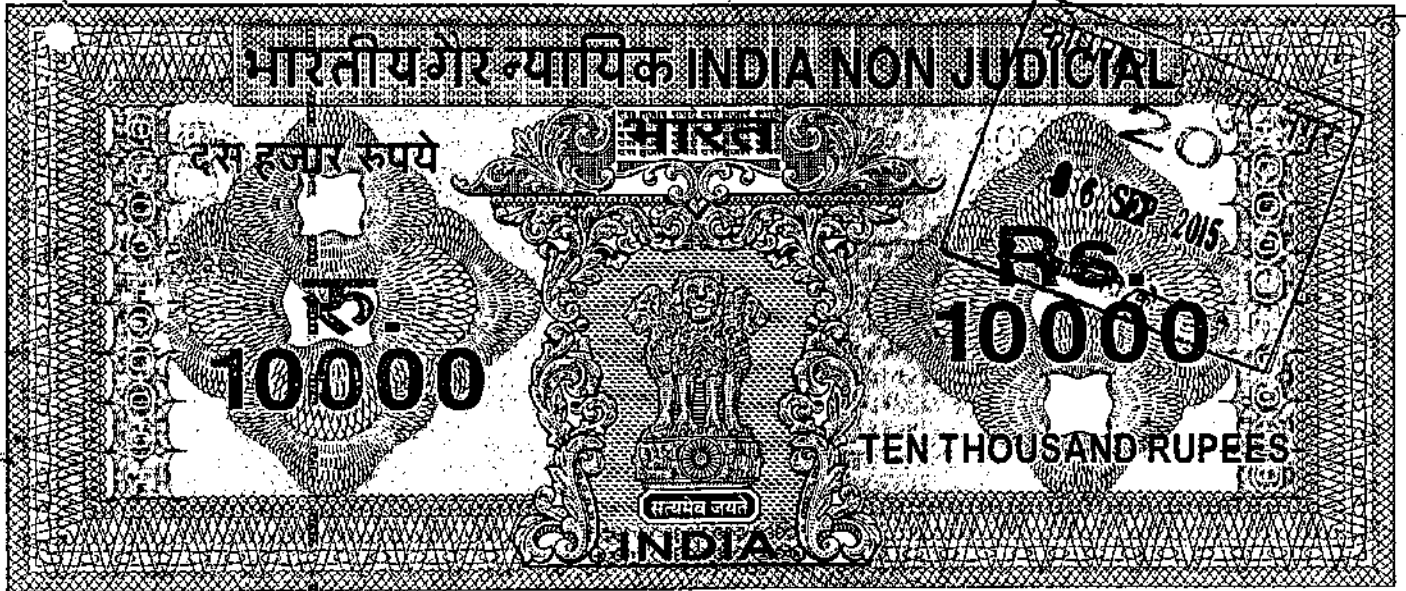
MangSeng

मि.मि.

११/१५



११/१५



उत्तर प्रदेश UTTAR PRADESH

709490

709490

(3)

NAME OF THE FIRST PARTY :

M/s. Mandhana Infra Heights Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956 and having its registered office at 191, Express Road Kanpur Nagar, through its authorised Signatory Mr. Manoj Singh S/o Mr. Akbar Singh R/o Flat No.404 Leela Palace, Tilak Nagar, Kanpur Kanpur Nagar, duly authorized by the board of Directors vide resolution dated 29-10-2015.

Pan No.: AAICM6411A

NAME OF THE SECOND PARTY :

M/s. Ratan Housing Development Limited, a Company duly incorporated under the Companies Act, 1956 and having its registered office at 113/70, Swaroop Nagar Kanpur, through its authorized Signatory Mr. Dhananjay Tiwari S/o Mr. R.C. Tiwari C/o 113/70, Swaroop Nagar, Kanpur Nagar, vide its Board of Director's meeting dated 02-10-2015.

PAN NO.: - AACCR6099R

DETAILS OF PROPERTY HEREBY DEVELOP :

1. Place : Village Baidani, Mandhana, Kanpur Nagar.

For MANDHANA INFRA HEIGHTS PVT. LTD.
Manoj Singh
Director/Auth. Signatory

For Ratan Housing Development Limited
Dhananjay Tiwari
(Dhananjay Tiwari)
Authorised Signatory

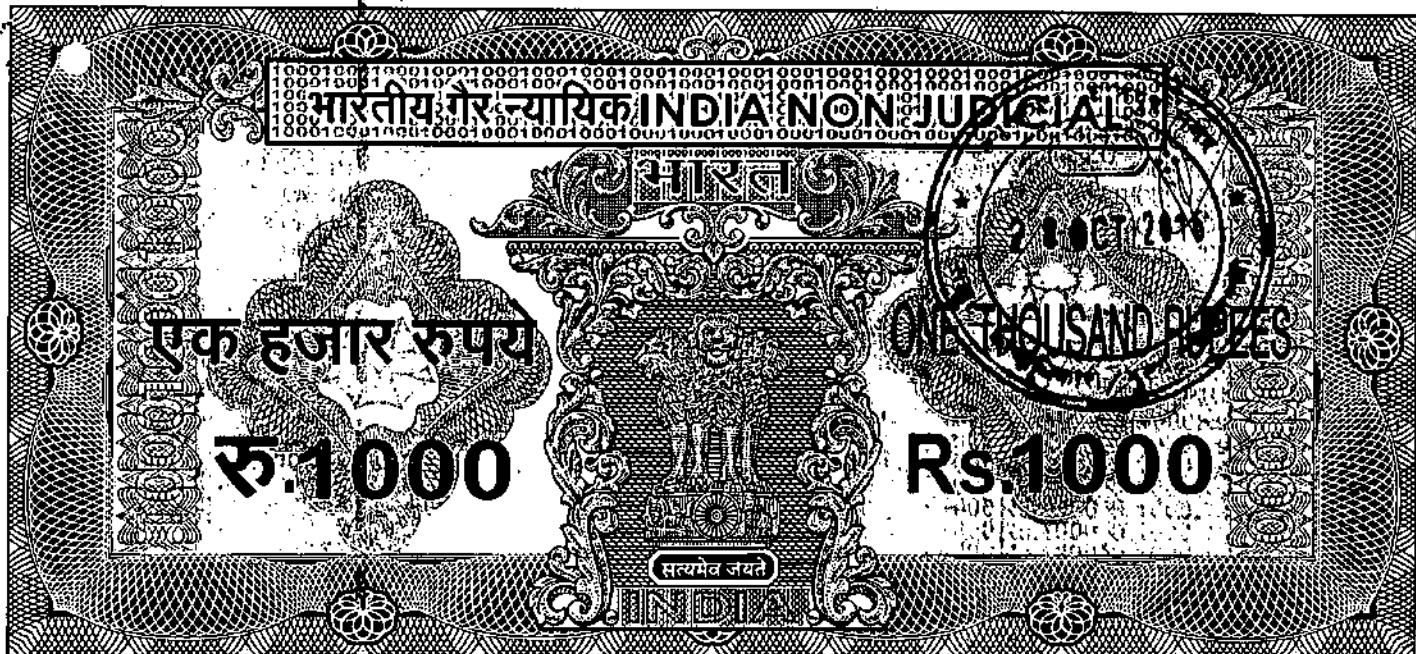
कोषागार कानपुर नगर
जनरल-स्टाम्प

क्रम संख्या 36 स्टाम्प का प्रकार
मूल्य रु० ०००० रु० ६४०००८
नाम
पितापति का नाम
पता
दिनांक ०५-११-२०१८



094807





उत्तर प्रदेश UTTAR PRADESH

AU 595735

(4)

2. Details of Arazi

: Arazi No.731 admeasuring 0.318 Hect., situated at Village Baidani, Tehsil, Pargna Bilhaur, Distt. Kanpur Nagar.

DETAILS OF PAYMENT OF STAMP DUTY :

- | | |
|-------------------------------|---|
| 1) Land rate fixed by D.M. | : Rs.40,00,000/- Per Hect.
(As per Prarup-4 Page-79) |
| 2) Area of Land | : 0.318 Hect. |
| 3) Total market value of land | : Rs.12,72,000/- |
| 4) Stamp duty payable | : Rs.63,600/- |
| 5) Stamp duty paid | : Rs.64,000/- |

Note : The subject land has been valued as per rate given in Prarup-4, Page 79 of the D.M. Circle rate list.

For MANDHANA INFRAHEIGHTS PVT. LTD.

Manoj Sengupta
Director/Auth. Signatory

For Ratan Housing Development Limited

Ratan Tiwari
(Ratan Tiwari)
Authorised Signatory

कोलकाता नगर

नगरपालिका

संख्या

86

मूल्य रु०

नाम

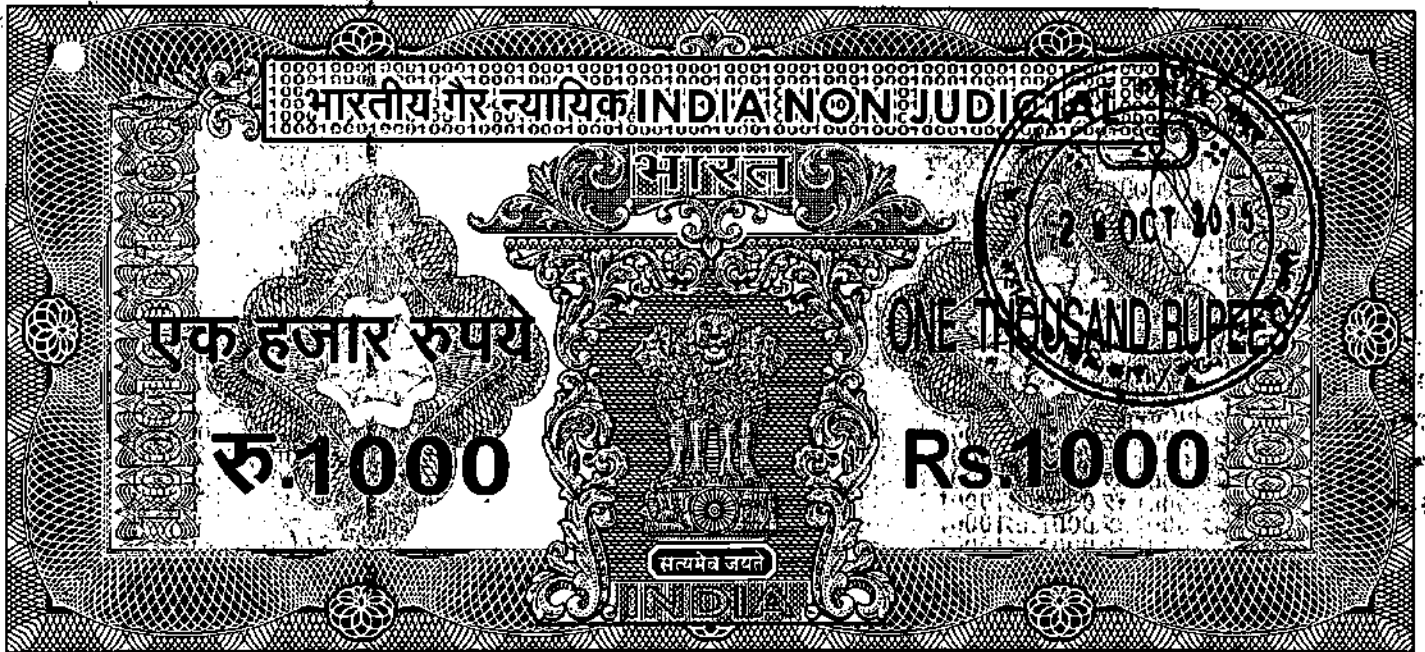
पिता/पति का नाम

पता

दिनांक ०५-११-२०१५ हस्ताक्षर ५

64000/





उत्तर प्रदेश UTTAR PRADESH

AU 595736

(5)

THIS BUILDER AGREEMENT is made at Kanpur on this 06th day of Nov., 2015.

BETWEEN

M/s. Mandhana Infra Heights Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956 and having its registered office at 191, Express Road Kanpur Nagar, through its authorised Signatory Mr. Manoj Singh S/o Mr. Akbar Singh R/o Flat No.404 Leela Palace, Tilak Nagar, Kanpur Kanpur Nagar, duly authorized by the board of Directors vide resolution dated 29-10-2015, (hereinafter referred to as the 'FIRST PARTY, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its officials, representatives, assignees, nominees, liquidators etc.) of the One Part.

For MANDHANA INFRA HEIGHTS PVT. LTD.

Director/ Auth. Signatory

For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory

कोलकाता नगर नगर

नगर नगर

नगर नगर 36

नगर नगर 640002

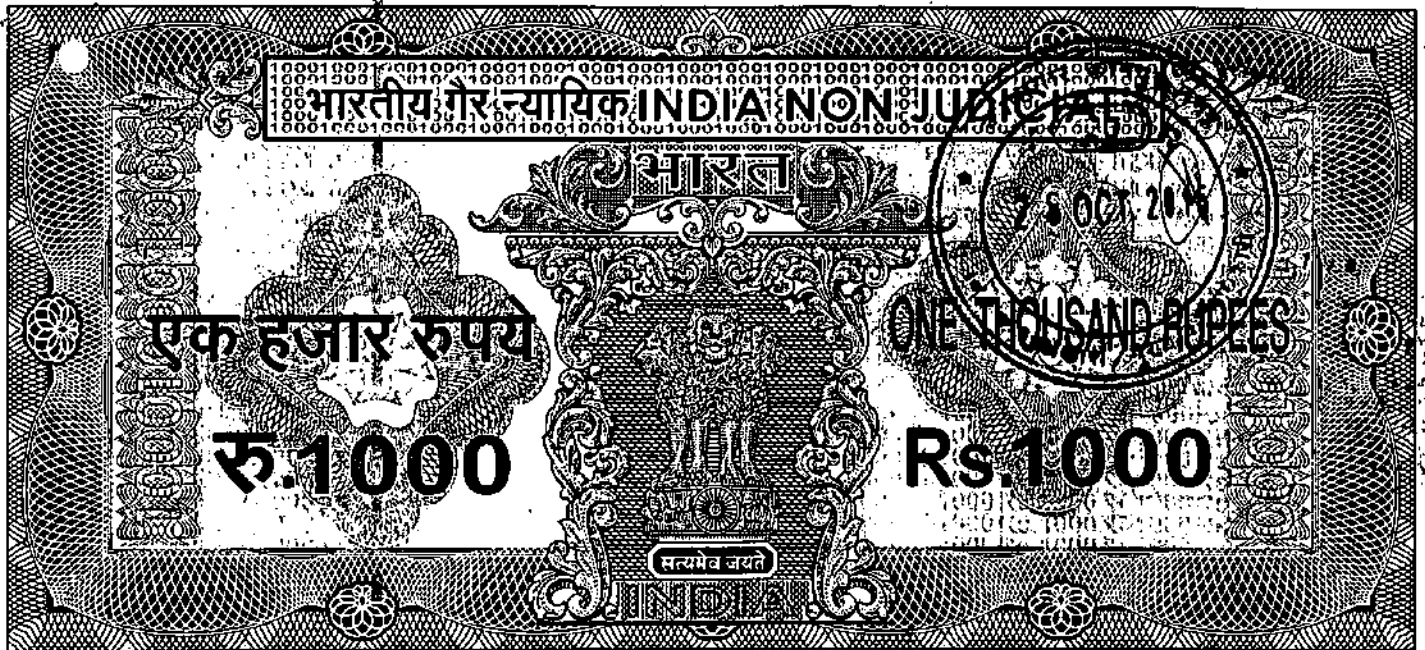
नगर

नगर/नगर का नगर

नगर

नगर 04-11-2015 नगर H





उत्तर प्रदेश UTTAR PRADESH

AU 595737

(6)

AND

M/s. Ratan Housing Development Limited, a Company duly incorporated under the Companies Act, 1956 and having its registered office at 113/70, Swaroop Nagar Kanpur, through its authorized Signatory Mr. Dhananjay Tiwari S/o Mr. R.C. Tiwari C/o 113/70, Swaroop Nagar, Kanpur Nagar, vide its Board of Director's meeting dated 02-10-2015, (hereinafter referred to as the 'SECOND PARTY', which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its officials, representatives, assignees, nominees, liquidators etc.) of the Other Part.

PREAMBLE

The First Party is the absolute owner of agricultural Arazi No.731 admeasuring 0.318 Hect. (Khata No.63) situated at Village Baldani, Tehsil, Pargna Bilhaur, Distt. Kanpur Nagar, which was purchased from its erst while owners Mr. Prakhari Kumar S/o Mr. Narendra Nath alias Narendra Nath Trivedi and Smt. Ranjana Dwivedi alias Amt. Ranjana Trivedi W/o Mr. Narendra Nath Dwivedi

For MANDHANA INFRAHEIGHTS PVT. LTD.

M. P. Sengupta
Director/ Auth. Signatory



For Ratan Housing Development Limited

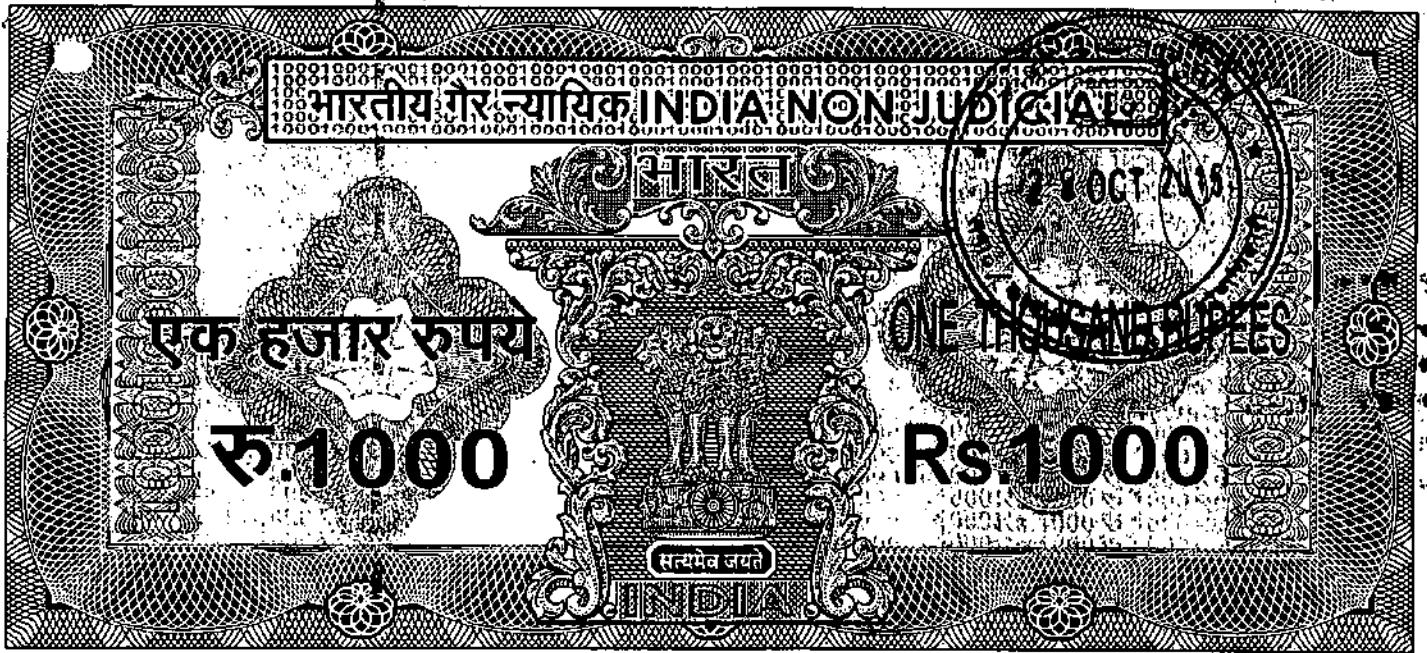


(Dhananjay Tiwari)
Authorised Signatory

कोषा... 2015

क्रमांक... 36
रकम रु०... 640002
दिनांक/वर्ष का नाम
दिनांक 04-11-2015... हस्ताक्षर 4





उत्तर प्रदेश UTTAR PRADESH

AU 595738

(7)

alias Narendra Nath Trivedi resident of 3-A/41, 'G' Quarter Azad nagar, Kanpur, (3A/4, 'Y.G.' Quarter Azad Nagar, Kanpur) 3A 42 B, Y.G. Quarter No.3 A, Azad Nagar, Kanpur, vide sale deed dated 26-04-2014, said sale deed is duly registered in the Office of Sub-Registrar, Bilhaur, in Book No.I Volume No.2902 at pages 195 to 210 at serial No.3553 on 26-04-2014.

The aforesaid land is the "subject land" morefully described in Schedule-A of this Builder Agreement which to be developed by the Second Party, subject to the terms and conditions enumerated herein below:-

1. In the present global scenario in order to contribute in the planned development of city as per master plan of Kanpur Development Authority and guide lines of the State Govt. The Second party is agree to carry out the development in the subject land.
2. The Second Party represented itself, as reputed Builders and developers, having vast experience in the construction activities and establishment of town ship.

For MANDHANA INFRA RIGHTS PVT. LTD.



Director/Auth. Signatory

For Ratan Housing Development Limited



(Ghananjay Tiwari)
Authorised Signatory

कोषाध्यक्ष
कोषाध्यक्ष

क्रमांक 36

मूल्य रु०

640002

नाम

पिता/पति का नाम

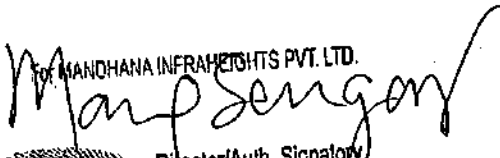
पता

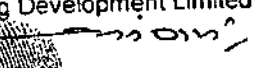
दिनांक 04-11-2015

स्थान 4



3. THE FIRST PARTY is carrying on agricultural activities over such land. However in consideration of future prospect and in order to contribute in the planned development of the Kanpur City, the FIRST PARTY is desirous to develop their land as per norms prescribed by the Kanpur Development Authority.
4. THE FIRST PARTY has declared that their title and possession over the land is absolute and clear in all respect and has not been charged or restricted by any Court of Law, Revenue Court, Tax Authorities etc.. The first party jointly and severally indemnify to the second party and take all responsibility regarding title of land and compliances of other terms of this Builder agreement.
5. The First Party do hereby covenants and declare that the subject property of the Builder Agreement is free from all encumbrances, charges, claims and / or liens of every sort and description whatsoever. The First Party has full, absolute and unrestricted right, title and authority to enter into this Builder Agreement, with the Second Party. The subject land is neither acquired nor is under the process of acquisition by any Statutory Authorities or Kanpur Development Authority.
6. The First Party has accepted the proposal of the Second Party for the Development of subject land as per sanctioned D.P.R./layout by the Kanpur Development Authority. As per present master plan of K.DA. the land use of subject land is educational and other allied purposes. Both parties have agreed to develop the subject land, subject to terms and conditions settled mutually between the parties to this Agreement as enumerated herein below.

For MANDHANA INFRASTRUCTURES PVT. LTD.

Director/Auth. Signatory


For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory




DEFINITIONS:

- (i) **Subject Land:** approx. 0.318 Hect. of land situated in Baidani, (Mandhna), Kanpur Nagar. The present use of subject land is agricultural.
- (ii) **Intended Objects:** to develop the subject land as per D.P.R. prepared by the Second Party in consonance with the master plan of K.D.A., after sanction of DPR/Layout the existence of agricultural arazies became extinguished and merged with the plot allocated as per Layout plan.
- (iii) **Force- Majure :** means natural calamity, operation of law, riots, shortage of materials and obstructions in the construction due to unavoidable and unforeseen reasons.
- (iv) **Salable Area :-** Builtup area of Township Projects i.e. Educational Hub, College, Hostels, University, Sports, completion of global standard and other constructions as per prevailing Master Plan of Kanpur Development Authority excluding the area consumed in roads, park and other all public utilities.
- (v) **Respective Share :**
 - a) Land owner/First party – 33% of the total salable area of the Project
 - b) Builder/Second party - 67% of the total salable area of the Project.
- (vi) **City development charges :** To purchase additional FAR as per guide lines of State Government.

For DHANA INFRAEIGHTS PVT. LTD.

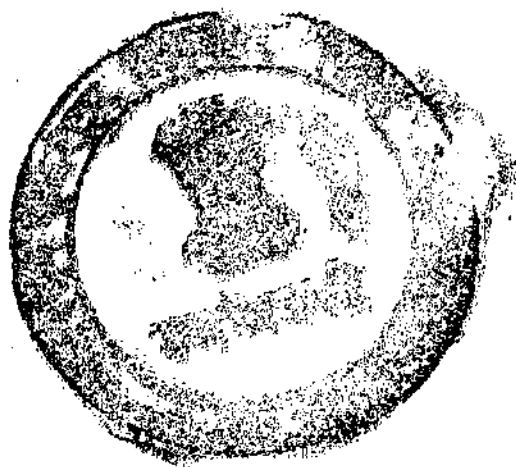
Mandeep Sengupta
Director/Auth. Signatory



For Ratan Housing Development Limited



(Dhananjay Tiwari)
Authorised Signatory



NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. CONTRACTUAL OBLIGATION AND RIGHTS OF FIRST PARTY:-

- 1.1 That the first party has handed over peaceful and vacant possession of the subject property to the second party by virtue of this Builder agreement.
- 1.2 That the first party will sign, on/over the relevant papers, applications, affidavits, Bond, etc. to be filed before the Kanpur Development Authority for determination of betterment charges, prepare of D.P.R. layout, a per Master plan at the request of the Second party, for convenience sake the first parties will execute power of attorney in favour of second party for carrying out said development.
- 1.3 That entire betterment charges, city development charges levied by Kanpur Development Authority in respect of subject land in any form or nature will be payable by the first party. However it has been mutually agreed that second party will deposit the same with K.D.A. on behalf of first party and subsequently will realize the entire amount incurred on the above heads, from the first sale of the first party's share and after complete realization thereof, the sale proceeds of saleable area of the first party will be divided in the ratio of 33% and 67% as agreed above. The map sanction charges of the township project will be borne by the second party.
- 1.4 That in case of any intervention from the outsider or any one on behalf of first party is made in the subject land, on account of which any kind of monetary losses or obstructions in the township project is caused, it will be sole responsibility of the first party to tackle it at his own cost and resources.

FOR MANDHANA INFRA HEIGHTS PVT. LTD.

Monev Sengon

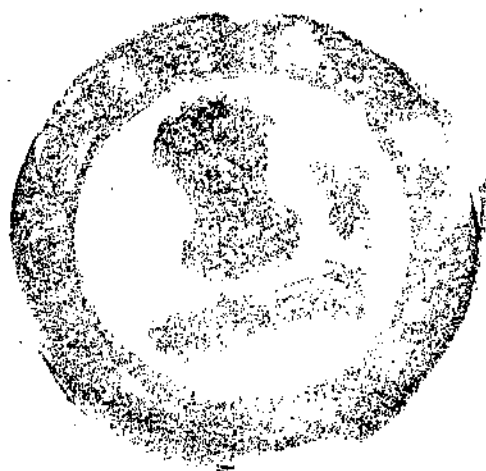
Director/Auth. Signatory



For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory





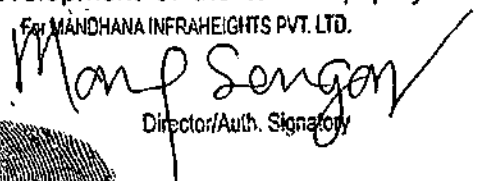
DATE: 11/11/2014

- 1.5 That the First Party will pay all dues or liability in respect of subject land upto date of execution of this agreement. In case any kind of dues, taxes are discovered to be unpaid in future it will be responsibility of the First Party to pay it on demand to the statutory bodies.
- 1.6 That the First Party assures and covenants to the second party that till date the subject property is not attached by any authorities. However, in future, if any financial liability of First Party arises, it will be realized from First Party's share in the project belonging to the First Party, in no case any portion of such demands of any authority pertaining to any statutory dues, against First Party, will be recoverable from the share of the second party.
- 1.7 That the First Party hereby undertake with regard to perfect, good marketable title over the subject land with the assurance that the First Party has not been restrained by any court order or income tax department or otherwise to enter into this Builder Agreement.
- 1.8 That the first party shall have privileges to assign, transfer their 33% share in the project land together with all obligations as contained in this Builder agreement or share holding pattern in the company to the person/company of their choice provided a written consent/approval to be obtained from the second party, prior to such assignment or transfer.

2. CONTRACTUAL OBLIGATIONS AND RIGHT OF THE SECOND PARTY

- 2.1 After deposit of betterment and city development charges or any other charges over the land in any form, the SECOND PARTY will submit D.P.R. and Layout before the Kanpur Development Authority and will carryout development of the township project as per sanctioned DPR (layout)

For MANDHANA INFRAHEIGHTS PVT. LTD.


Director/Auth. Signatory

For Ratan Housing Development Limited


(Dhananjay Tiwari)
Authorised Signatory



- 2.2 The SECOND PARTY shall have absolute rights to make bigger block of land by merging the proposals of other land owners who are desirous for similar development to have bigger local area development and advantageous sub-town planning, in such case the second party shall be empowered to submit revised D.P.R. or Layout for the area merged in the project.
- 2.3 That as per present norms 45% area of land under lay-out is required to be used for roads, parks and other public utilities and 55% area of land under lay-out is available for constructions for establishing the Educational Hub, Universities, Sports complex, coaching centers, school, hostels etc. and other uses as per Master Plan of K.D.A. or to be mutually decided between the parties.
- 2.4 That the sole selling rights of the entire township project vest upon the second party and after adjustment of betterment charges, city development or other charges pertaining to the subject land in any form & misc expenses, the sale proceeds will be divided in the ratio as contemplated in this Builder Agreement.
- 2.5 That as per contract, the second party shall develop the subject land as per D.P.R. and Layout plan, however if some prominent buyers insist for open plots, with mutual consent of both parties open plots maximum upto 15% of the total area of the township project can be sold out and proceeds will be divided in the same ratio.
- 2.6 That the second party shall be entitled and empowered to obtain financial assistance from any bank or financial institution by creating equitable mortgage by deposits of title deeds of the project, it will be sole and exclusive responsibility of the second party to pay off and clear the outstanding at its own resources the first party shall have no concern

For Ratan Housing Development Limited

Director/ Auth. Signatory



For Ratan Housing Development Limited

(Ohananjay Tiwari)
Authorised Signatory





and 33% share of the first party in the project will be intact and untouched by the mortgagor Bank/financial institutions. Further it has been agreed that if any consent or compliance for obtaining such financial assistance is required, first party will sign relevant papers for obtaining finance notwithstanding above, only by virtue of this Builder Agreement, the second party is entitled to create equitable mortgage in any Bank.

- 2.7 In pursuance of said contracts and consideration to develop the township out of its own funds and resources, and in lieu thereof, the second party will have absolute ownership right with regard to 67% share of salable area and to get the sale proceeds of its share and further shall be empowered to recover the amount deposited in K.D.A. towards betterment and development charges or any other charges pertaining to the land for and on behalf of first party, hence till such amount is realised the second party shall have lien in the salable area of first party share upto that extent.
- 2.8 That the intended development shall be carried out by the Second party, or its group of companies or Associates. For getting the technical know how, the second party shall be entitled to enter into any collaboration or form a consortium in its lead membership, for carrying out the object of this Builder agreement, together with undivided share in the land.
- 2.9 That the sole selling/booking rights of the project vest upon the second party, and sale proceeds of the first party share will be divided after adjustment of betterment charges, CDC & other charges pertaining to the land and other expenses. The price of saleable area will be decided mutually in the agreed ratio. The account will be settled on monthly basis.

For MANDHANA INFRAHEIGHTS PVT. LTD.

Mam Sangh
Director/Auth. Signatory



For Ratan Housing Development Limited

(Signature)
(Dhananjay Tiwari)
Authorized Signatory





- 2.10 The second party will be fully empowered to advertise, display sign boards, publish the projects in any manner whatsoever and to book, sell the township project, Colleges, School buildings, space, Hostels and other salable area of the Project, the second party shall be entitled to receive the earnest money, sale consideration from the prospective purchasers.
- 2.11 The SECOND PARTY shall be empowered to levy maintenance charges in respect of the saleable area sold to the prospective buyers for the purpose of maintaining the roads, park and other common utilities which will be made available in the Project and will be empowered to transfer the maintenance to the outside agency for carrying out these objects.

3. **PERIOD FOR COMPLETION OF PROJECT**

- 3.1 Subject to fulfillment of following conditions and fulfillment of other contractual obligations by the first party, the second party assure to complete the construction of the project within 10 years in two phases 5 + 5, after fulfillment of following conditions.
- a) To get a demand letter for determination of betterment charges, city development charges or other charges pertaining to the land from Kanpur Development Authority.
 - b) To get the D.P.R., layout sanctioned from the Kanpur Development Authority.
 - c) After exchange of land from Gaon Sabha falls in the township project and to purchase or exchange the land of the co-owners of arazies falls with the limit of the project and to make the compliance of other obligations as contained above in the Builder Agreement.

For MANDHAN INFRADEVELOPMENTS PVT. LTD.

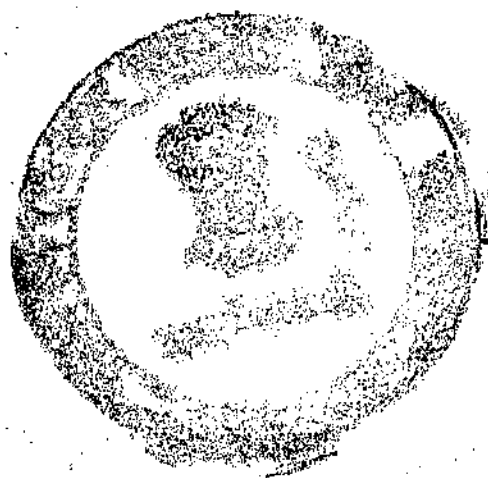


Director/Authorised Signatory

For Ratan Housing Development Limited



(Dhananjay Tiwari)
Authorised Signatory



- d) To ensure the uninterrupted possession of land in a single plots without involvement of Gaon Sabha land or interest of any co-owner upto satisfaction of the second party.

with the mutual consent of the parties, said period for completion of project will be extended. Any delay in carrying out the construction due to force majeure, or lack of statutory sanctions required for development of land the period shall not be taken into account, while, calculating the period of completion of project, the effected period shall be considered as idle period.

- 3.2 In case of any dispute with regard to the title of the First Party or due to other impediment caused by the First Party or statutory rider, the second party is unable to carry out the construction of the project, the effected period in the dispute will not be considered. Apart from it, the second party will have lien and right to retain and utilize the constructed portion of the subject land, to the extent of the amount and other incidental expenses incurred in the said project/township.

4. GENERAL

- 4.1 By virtue of this Builder Agreement, the second party is empowered and authorized to submit any applications, letters, bonds, affidavits, etc. pertaining to approval, sanction and other activities with regard to the development at site and completion of the project and Second party by virtue of this agreement in dual capacity the Second Party shall be fully empowered and entitled to execute agreement to sells, sale deeds or any other convincing document in favour of prospective purchaser.
- 4.2 That if under any Govt. Policy some part of salable area have to be built for Weaker Section of the Society at subsidies rate, the proportionate contribution of the subsidiaries rate will be beard/shared in the agreed ratio between the parties of this Builder Agreement.

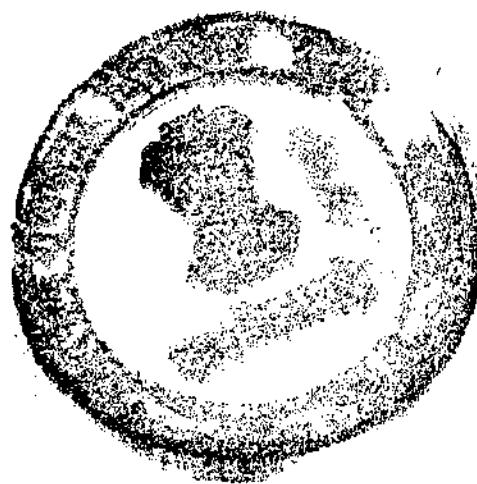


For MANDHANA INFRA HEIGHTS PVT. LTD.
Manoj Sengupta

Director/Auth. Signatory

For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory



- 4.3 By virtue of this Builder Agreement, the status of the second party became as co-owner upto extent of 67% plus lien over the first party share upto extent of reimbursement of betterment, city development

charges or any other charges deposited to the K.D.A. or statutory authority in respect of development of the land in any form or otherwise. The Second Party will be entitled to exercise all possessory and proprietary rights, in respect of its share as well as lien mark property. Being absolute owner thereof the second party will be fully empowered to dispose of their share to the persons, companies etc., of its choice and in case of retention the Second Party will be entitled to get its name mutated in record of statutory body as absolute owner and for which no further conveyance deed shall be required, this agreement will be suffer for the said purpose.

- 4.4 That the first party shall adhere all bookings, sale of the salable area booked/sold by the second party to the prospective purchaser and shall issue a resolution in favour of person nominated by second party for execution of sale deed in favour of the prospective purchaser not withstanding any provisions contained in clause 4.3 of this agreement.

- 4.5 The second party shall indemnify to the First Party in all respects of all claims, damages or expenses, payable in consequence to any injury to any employee, workmen, nominee, invitee while in or upon the said premises and claims of the prospective purchasers up to handing over the possession of the flats and execution of final sale deed which ever is earlier in their favour. The Second party shall be solely responsible for compliance of all applicable laws, rules, regulations By laws in connection with the development and construction of above project.

For Ratan Housing Development Pvt. Ltd.



Director/Auth. Signatory

Manoj Sengupta

For Ratan Housing Development Limited



(Dhananjay Tiwari)
Authorised Signatory



- 4.6 That considering the market assessment/demand of the project with mutual consent land use of the subject land may be changed by the second party in the Kanpur Development Authority, however the cost of the change of the land will be exclusively borne by the first party.
- 4.7 That installation of electric sub-station charges, and OTM charges will be directly realised by the Second Party from the prospective purchasers of both parties in the township project if any portion of the project is retained by the first party they shall be liable to pay proportionate charges for the same.
- 4.8 That in the township project i.e. within subject land of the Builder Agreement, if any land belonging to Gram Sabha or public utility, ponds, Masjid etc. is found it will be the exclusive responsibility of the first party to get such effected land exchanged from the Gaon Sabha or co-owners by invoking the provisions of section 161 and other relevant provisions of Zamindari Act at its own cost and resources.
- 4.9 That the first party shall get the level of subject land completed upto satisfaction of the second party at their own cost and resources. The first party will erect 9 Mtr. R.C.C. road leading from Mandhana to Bhithoor Road upto the township project.
- 4.10 That the name of the proposed township shall be which name can not be changed by any party of this Builder Agreement or their prospective purchasers or subsequently formed associations of flat/duplex owners.
- 4.11 This agreement shall not be deemed to constitute a partnership, between the parties as such all tax liabilities, including income tax, sales tax, capital gain tax etc., will be the individual and independent liability of the party concerned.


Manoj Sonkar
For Ratan Housing Development Limited
Authorised Signatory

For Ratan Housing Development Limited


(Dhananjay Tiwari)
Authorised Signatory



- 4.12 After execution of this Builder Agreement, the parties may with mutual consent in writing alter, change or modify any of the conditions enumerated hereinabove, in case of such alteration, without effecting the entire agreement up to extent of modifications the contract will be deemed to be novated and parties will be bound to adhere the subsequent contract. The amount of performance guarantee to be mutually decided between the parties such novated contract will be treated as part of this Builder Agreement and the same will be realized by the second party from the First sale of First Party's share in the project.
- 4.13 This Builder Agreement will remain in force, until the subject land is fully developed up to intent of parties and completion of the execution and registration process of the sale deed in favour of prospective purchasers.
- 4.14 That the Stamp duty, registration charges and other expenses with regard to the execution and registration of this Builder Agreement shall be borne by the first and second party in the ratio of 33% and 67% respectively, however at initial stage it will be paid by the second party and subsequently recovered in the ratio of proportionate share of first party.

5. **ARBITRATION**

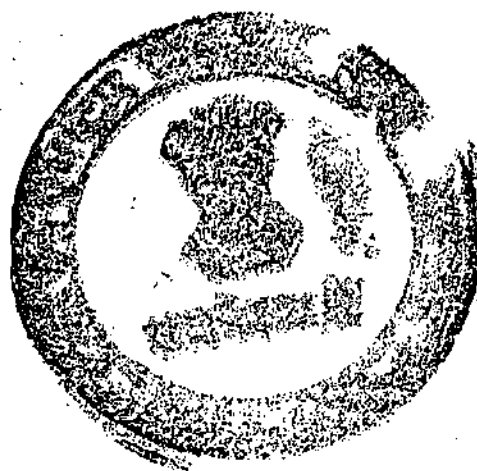
All disputes or differences arising out of this agreement or any subsequent agreements executed between the parties and any matter relating to breach of contract or damage or otherwise in connection with the agreement during or after completion or interpretation of the terms of contract etc. among the parties or their prospective purchasers his assignees, transferees etc., the

For MANDHANA INFRAHEIGHTS PVT. LTD.


Manoj Sangon
Director/ Auth. Signatory

For Ratan Housing Development Limited


(Dhananjay Tiwari)
Authorised Signatory



Schedule - A

Description of subject land of Arazi No.731 admeasuring 0.318 Hect., situated at Village Baidani, Tehsil, Pargna Bilhaur, Distt. Kanpur Nagar, bounded as below :-

East : Arazi No.742

West : Arazi No.716 and 718

North : Arazi No.733 and 734

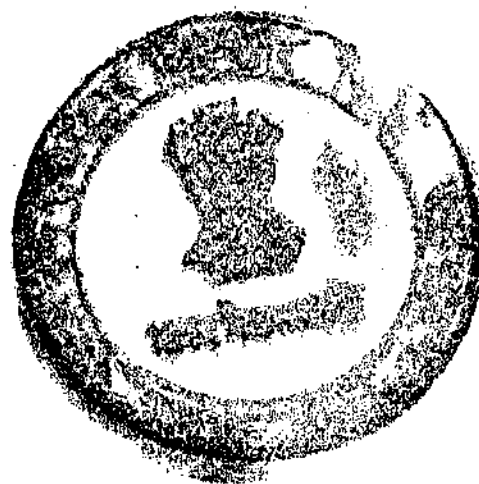
South : Arazi No.732

FOR MANDHANA INFRAHEIGHTS PVT. LTD.

Director/Authorised Signatory

For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory



same shall be referred to the sole arbitrator Mr. Sarvesh Chandra Dubey, Advocate R/o 2-A/14, Azad Nagar, Kanpur Nagar, whose decision shall be final and binding in the matter. No party will have any right to approach civil court pertaining to or arising out of any matter directly or indirectly of this Builder Agreement. The award of Arbitrator shall be final, conclusive and binding upon the parties. No action can be taken by any parties of this agreement for enforcement of their rights without resorting to arbitration clause as enumerated above. The sole arbitrator is retained advocate of both parties, and both parties are aware regarding said professional relationship. The parties knowing fully well have appointed him as sole arbitrator and arbitrator has given full disclosure of his status.

6. AGREED PROCEDURE FOR CONDUCTING ARBITRAL PROCEEDINGS

It has been mutually agreed between the parties that in case of breach of any terms and conditions of this agreement, the aggrieved party will communicate his/its/their grievances to the other party by giving 15 days notice for redressal of the grievances failing which aggrieved party shall/will have right to submit his/its/their claim to the sole Arbitrator, Mr. Sarvesh Chandra Dubey, and he will sent copy thereof to the other party, after receipt of claim statement, the Arbitrator will conclude entire arbitral proceeding within 60 days from the date of submission of claim seeing convenience of parties 30 days time may be extended for the completion of proceeding and delivery of award, in case of failure to submit written statement and defence the Arbitrator may give his award on the basis of material available on record, the award so given by the Arbitrator shall be final and binding upon the parties.

For MANCHAM INFRAHEIGHTS PVT. LTD.

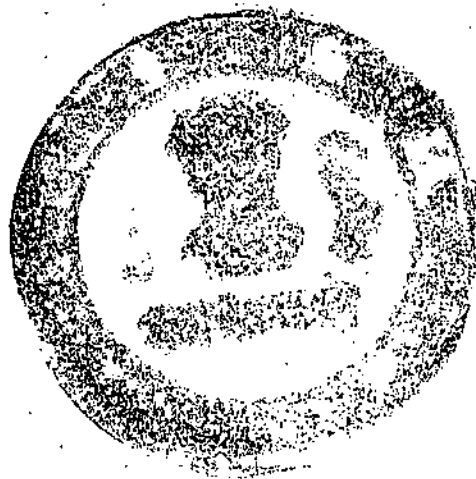


Authorized Signatory

For Ratan Housing Development Limited



(Dhananjay Tiwari)
Authorized Signatory



(20)

Schedule - A

Description of subject land of Arazi No.731 admeasuring 0.318 Hect., situated at Village Baidani, Tehsil, Pargna Bilhaur, Distt. Kanpur Nagar, bounded as below :-

East : Arazi No.742

West : Arazi No.716 and 718

North : Arazi No.733 and 734

South : Arazi No.732

FOR MANDHANA INFRAHEIGHTS PVT. LTD.



Director/Authorized Signatory

For Ratan Housing Development Limited



(Dhananjay Tiwari)
Authorized Signatory



(21)

IN WITNESS WHEREOF the parties have affixed their signatures at Kanpur on the day, month and year given above.

Witnesses:

1.

[Signature]

First Party

Rajesh Singhania
Adv
Chief Counsel

M/s. Mandhana Infra Heights Pvt. Ltd.
Through its authorised Signatory
For MANDHANA INFRAHEIGHTS PVT. LTD.
Manoj Singh
(Manoj Singh) Director/Author. Signatory



Second Party

2.

[Signature]

M/s. Ratan Housing Development Ltd.

For Ratan Housing Development Limited
Through its authorised Signatory

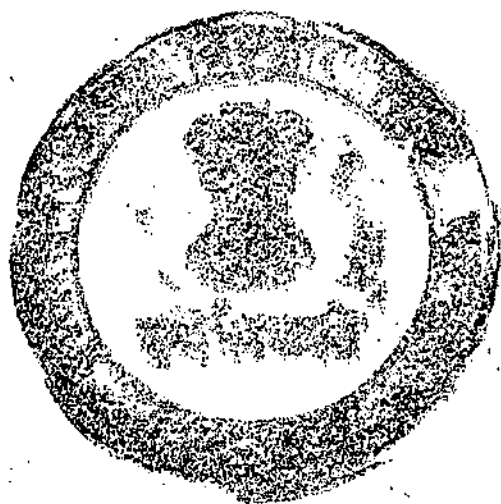
[Signature]
(Dhananjay Tiwari)
Authorised Signatory

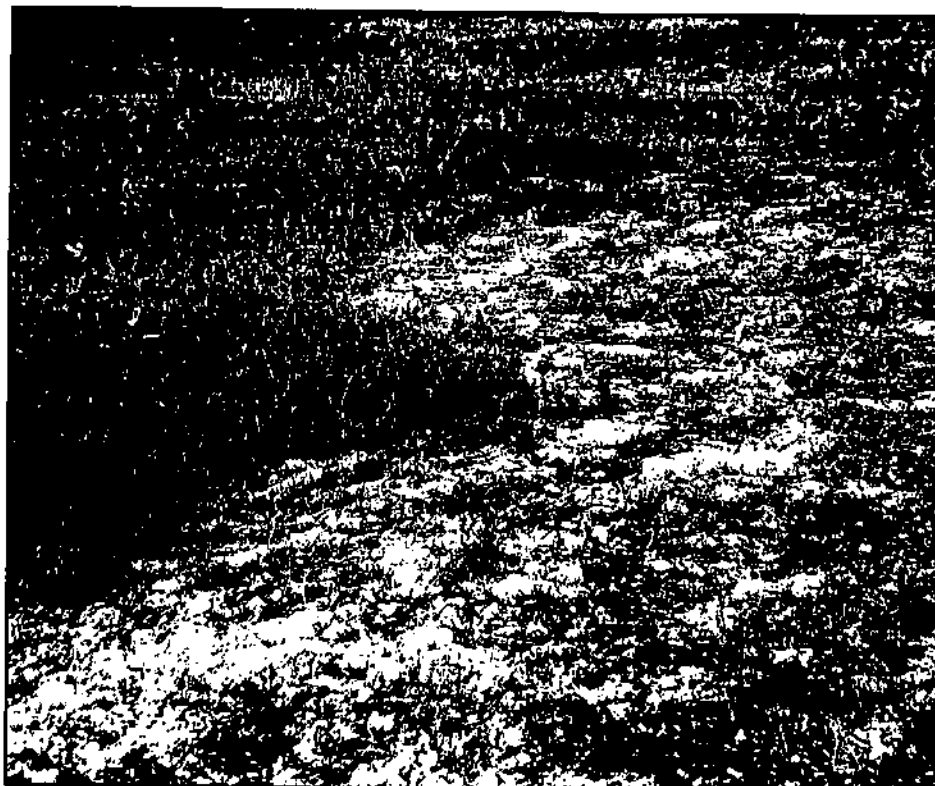


12/11/2017 (Dhananjay Tiwari)

Signed and delivered by

[Signature]
(Sarvesh Chandra Dubey)
Advocate





First party
SIGNATURE OF 
For MANDANA INFRAHEIGHTS PVT. LTD.

Authorized Signatory

Second party
SIGNATURE OF 

For Ratan Housing Development Limited


(Dhnananjay Tiwari)
Authorized Signatory

21-11-75 3486
2
143108 9834
S. S. Lee

