



प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर चतुर्थ कानपुर नगर क्रम 2023211027645

आवेदन संख्या : 202300849066797

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2023-11-17 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम धनन्जय तिवारी

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 0 / 7793000.00

1. रजिस्ट्रीकरण शुल्क 77930
2. प्रतिलिपिकरण शुल्क 60
3. निरीक्षण या तलाश शुल्क
4. मुह्तार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 77990

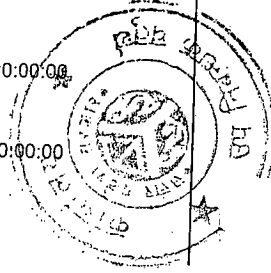
शुल्क वसूल करने का दिनांक 2023-11-17 00:00:00

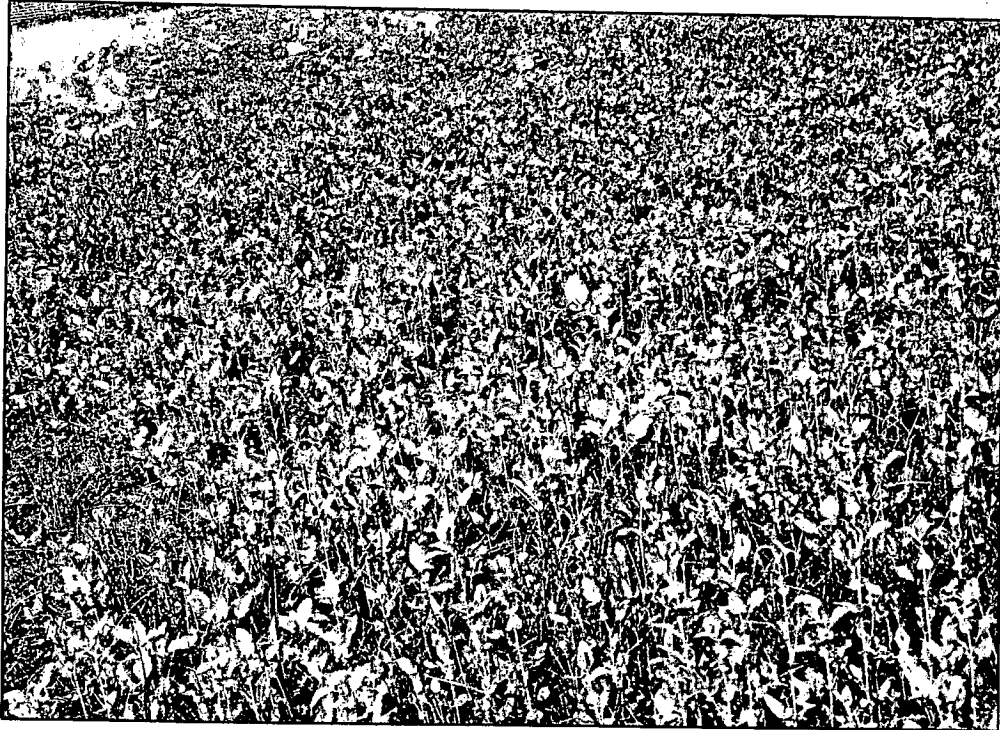
दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2023-11-17 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

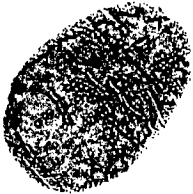
12172





**SIGNATURE OF I PARTY**

अजय कुमार शर्मा



**SIGNATURE OF II PARTY**

For Ratan Housing Development Limited



(Dhananjay Tiwari)  
Authorised Signatory

- Name of the office : Sub-Registrar,  
Zone No. IV  
Kanpur Nagar.
1. Date of Presentation : 17.11.2023
2. Date of Execution : 17.11.2023
3. Nature of Document : BUILDERS AGREEMENT
4. Market value : Rs. 77,92,050/-
5. Name and address of the Presenter : Shri Dhananjay Tiwari, adult,  
S/o. Shri R.C. Tiwari C/o.  
113/70, Swaroop Nagar, Kanpur
6. Name and address of the Land owners : Smt. Anuradha Mehrotra, adult W/o.  
Shri Sudhir Kumar Mehrotra, R/o.  
15/265-C, Civil Lines, Kanpur
7. Name and address of the Builder/Developer : M/s. Ratan Housing Development  
Ltd. a company duly incorporated  
under the Companies Act having it's  
registered office at 113/70 Swarup  
Nagar, Kanpur through it's  
authorized signatory Shri Dhananjay  
Tiwari, adult S/o. Shri R.C. Tiwari  
C/o. 113/70 Swaroop Nagar, Kanpur  
authorized vide resolution dated  
01.11.2023 passed in the meeting of  
board of Directors held on  
01.11.2023)

7A. Mobile No. of Anuradha Mehrotra : 9415052204

Adhar No. : xxxx xxxx 4598

PAN : AITPM2005Q

PAN of Second Party : AACCR6099R

Mobile No. of Dhananjay Tiwari : 8009005151

Adhar No. of Dhananjay Tiwari : xxxx xxxx 8558

8. DETAILS OF THE PROPERTY:

- 1) Place : Sambharpur, Kanpur Nagar.
- 2) Nagar Nigam No./ Khasra No. : Part of Arazi No. 221 admeasuring  
0.2715 Hectare out of 0.543 Hectare  
Sambharpur, Kanpur
- 3) Land area. : 0.2715 Hectare at Sambharpur, Kanpur
- 4) Residential/ Semi Residential/ Agriculture  
Commercial .
- 5) House/Plot/Agricultural : Open land
- 6) Width of the Road. : The aforesaid land is surrounded by  
agriculture land and there is no road.

*(Handwritten signature)*



For Ratan Housing Development Limited



(Dhananjay Tiwari)  
Authorised Signatory

- 7) Whether the property is situated on two side Roads or facing to park : The land is neither situated on two side Roads nor facing to park

Boundaries of Part of Arazi No. 221 admeasuring 0.2715 Hectare at Sambharpur, Kanpur :-

NORTH : Agriculture land Arazi No. 215 & 214  
 SOUTH : Agriculture land Arazi No. 222, 223 & 224  
 EAST : Agriculture land Arazi No. 215 & 214  
 WEST : Agriculture land Arazi No. 231

9. DETAILS OF PAYMENT OF STAMP DUTY :

- 1) D.M.'s rate of the land at Sambharpur Kanpur : Rs. 2,05,00,000/- per Hectare
- 2) Value of the land : 0.2715 x Rs. 2,05,00,000/-  
 = Rs. 55,65,750/-
- 3) 40% Addl. Value for other than agricultural activities : Rs. 22,26,300/-
- 4) Total Value of the land : Rs. 77,92,050/-
- 5) Stamp duty payable according to the D.M.'s rate : Rs. 5,45,510/-
- 6) Stamp duty paid : Rs. 5,46,000/-

Note :- The property is not situated on the road detailed in Prarup 3 and is also not Waqf or enemy property. The land is agricultural land and is not of Gram Samaj or excess declared under the provisions of Ceiling Act and is also not situated on any State or National Highway, there is no construction of any type. The Stamp of Rs. 5,46,000/- has been paid through e-stamp dated 16.11.2023 bearing Certificate No. IN-UP73328824008532V and Unique Doc. Reference SUBIN-UPUP1412630442220039123899V which is page No. 1 of this Deed.

*(Handwritten signature)*



For Ratan Housing Development Limited



(Dhananjay Tiwari)  
 Authorised Signatory

BUILDER AGREEMENT

THIS BUILDER AGREEMENT is made on this 17th day of November, 2023 at Kanpur.

## BETWEEN

Smt. Anuradha Mehrotra, adult W/o. Shri Sudhir Kumar Mehrotra, R/o. 15/265-C, Civil Lines, Kanpur ; hereinafter referred to as the LAND OWNER/First Party (which expressions unless repugnant to the context shall mean and include her heirs, legal representatives, successors and assign etc.)

## AND

M/s. Ratan Housing Development Builder/Developer Ltd. a company duly incorporated under the Companies Act having it's registered office at 113/70 Swarup Nagar, Kanpur through it's authorized signatory Shri Dhananjay Tiwari, adult S/o. Shri R.C. Tiwari C/o. 113/70 Swarup Nagar, Kanpur authorized vide resolution dated 01.11.2023 passed in the meeting of board of Directors held on 01.11.2023) ;hereinafter referred to as the BUILDER/Second Party ( which expressions unless repugnant to the context shall mean and include it's heirs, legal representatives and assign etc.)

WHEREAS Smt. Anuradha Mehrotra W/o. Shri Sudhir Kumar Mehrotra purchased Part of Arazai No. 221 admeasuring 0.2715 Hectare out of total land admeasuring 0.543 Hectare at village Sambharpur, Kanpur Nagar from it's erstwhile owner Shri Hari Pal Singh vide sale deed dated 07.04.2010 which is registered in Book No. I Volume 4444 at pages 81 to 98 at No. 1635 on 07.04.2010 in the office of Sub-Registrar Zone-II, Kanpur Nagar.

AND WHEREAS Smt. Anuradha Mehrotra became the owner of Part of Arazi No. 221 admeasuring 0.2715 Hectare at village Sambharpur, Tehsil and District Kanpur Nagar which has been fully bounded and detailed earlier in schedule of this agreement and has also been shown in the map annexed hereto ; hereinafter referred with the word "demised land" which is free from all sorts of encumbrances, demands, charges, litigation, acquisition requisition etc. the same is also not attached in any decree of the court for recovery of any dues or taxes and is also not mortgaged with any bank or any institution and the first party has got all the rights to sell, transfer or enter into any agreement in any manner whatsoever in regard of his land.

AND WHEREAS the first party is desirous to develop and construct building consisting of residential flats on her aforesaid land which can be used independently with certain common facilities and amenities but due to lack of technical know how as well as other constraints she herself is unable to convert her desire into reality and she invited offers from interested person who may agree to develop the "demised land" and construct the building. Several persons approached to First Party including the second party who is involved in the development activities having vast experience in development and in construction of residential building and both the parties have settled their terms and conditions and have agreed that the Second party shall develop and construct residential building on the "demised land" on the following terms and conditions.

*अनुराधा मेहरोत्रा*



For Ratan Housing Development Limited



(Signature)  
Authorized Signatory

NOW THIS BUILDER AGREEMENT WITNESSES AS UNDER :-

1. That the subject matter of this Builder Agreement is Part of Arazai No. 221 admeasuring 0.2715 Hectare out of total land admeasuring 0.543 Hectare at village Sambharpur, Tehsil and District Kanpur Nagar fully bounded and detailed earlier in Schedule of this agreement and also shown in the map annexed herewith.

2. That the party of the first part has represented and assured that she is the absolute owner of the "demised land" and no one else has any right, title or interest except her which is free from all sorts of encumbrances, charges, demands, liens, litigation, mortgage, attachments, prior agreement to sell etc. The subject property is not under any scheme or acquisition or requisition and she is fully competent to enter into this Builder agreement having transferable rights.

3. That immediately after execution of this agreement the Second party shall prepare a map through its architect and shall submit the same to the Kanpur Development Authority or at any other place in the name of the first party for sanction of the map, the party of the first part shall furnish all the documents, maps, bonds and forms etc. required for sanction of the map. Out of the expenses to be incurred in obtaining the sanction map, the first party shall bear the expenses of betterment/development and sub-division charges while rest of the expenses shall be borne by the second party. However it is agreed between the parties that the second party shall initially pay the expenses of betterment/development charges and sub-division charges to the competent authority on behalf of first party who shall reimburse the same to the second party from first sale of her share of flats.

4. That the party of the first part shall deliver the vacant possession of the "demised land" to the second party immediately either on execution of this agreement or after sanction of the map as the case may be to the second party for fulfilling the aims and objects of this Builders Agreement. The second party shall commence the construction work immediately after getting the sanction from the Kanpur Development Authority Kanpur or from the date of getting possession of land whichever is later, and shall complete the construction work within a period of three years however both the parties with their mutual consent shall have right to extend the time for completing the construction work even the construction work is not completed within the extended period then the second party shall be responsible to pay damages @ Rs. 40,000/- per month to the first party till the entire construction are completed in all respect.

5. That the second party shall construct the building consisting of residential flats as sanctioned by the Kanpur Development Authority Kanpur as well as, as per rules and bye-laws of the local authority if any compounding charges are imposed for any construction contrary to the sanctioned map shall be borne by the second party. The Second Party shall be entitled to procure the building material and to appoint the labours, mesons, supervisors, engineers and security guards etc. and shall also be entitled to make contract with the

*Signature*



For Kanpur Housing Development Limited  
2012  
(Director)  
Authorised Signatory



contractors of Civil or any other works but no financial liability shall accrue on the first party.

6. That the Second Party shall be entitled to take the electric connection for construction of building as well as make bore well for supply of water and also to install the generator for common facilities etc. as per requirement, the first party shall also sign all the documents required for electricity connection etc. But the cost of electricity connection, bills etc. shall be borne by the second party and after completion of the building the party shall be responsible to pay electricity bills on their respective portions.

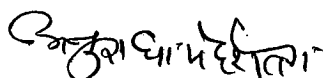
7. That in consideration of construction to be raised at it's own cost and the responsibility to be borne by the Second Party, The Second party shall get 58% constructed area on all the floors as well as roof and land in the same proportion and shall become the owner of the same having right to sell and transfer the same in any manner at rates fixed by it without any prior permission or objection either from the first party or any person claiming through or under her, in the same manner the party of the First part shall get 42% constructed area on all the floors as well as on roof and in land in the same proportion and shall become the owner of the same having right to sell and transfer the same in any manner at rates fixed by her without any prior permission or objection either from the second party or any person claiming through or under it. The party of the first and second part shall identify the flats to be fallen into their share after sanction of the map and shall reduced the same into writing which shall be binding on the party and both the parties shall be entitled to sell their respective flats/area at the rates fixed by them. However if the parties decide to sell the flats jointly in such event both the parties shall execute the sale deeds of such flats in favour of the prospective buyers jointly and if either of the party refuses to join the sale deed the aggrieved party shall have right to execute the sale deed of her/it's respective area independently which shall be valid and binding upon both the parties.

If both the parties decide that the entire flats of the said building complex will be sold by the second party then the second party shall also sell the flats of the share of the first party on the rates mutually agreed between them and in such event the sale deed of such flats shall be executed by the both the parties on refusal by either of the party in execution and registration of the sale deed the provision given in preceding para shall be effective and binding.

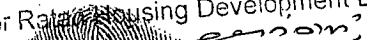
8. That immediately after sanction of the map the party of the First and Second Parts shall identify the area to be fallen into their share if any area is not divisible the same shall be adjusted by exchange of money.

9. That the party of the first part hereby authorizes to the party of the Second Part to execute all the work conferred through this Builder Agreement smoothly and effectively, the authorization given by the first party shall not be withdrawn in any of the circumstances.

10. That immediately after completion of the construction work the Second Party shall acquitted from its responsibility undertaken through this





For Ratan Housing Development Limited  




(Dhananjay Tiwari)  
 Authorised Signatory

Builder Agreement while immediately after transfer of entire share of the Second party either in its favour or in favour of its nominee/nominees, the First party shall also acquit from her responsibility.

11. That the nature of the construction and fitting and furnishing of the building shall be as mutually decided by both the parties. The First Party shall have right to see that the Second party raises constructions as per Schedule and her representation on account of the same shall be considered by the second party if the same is relevant lawful and approved by its architect. The Second party shall be responsible to obtain all the N.O.C. from K.D.A., Jal Sansthan, Nagar Nigam etc. in regard of the construction activities.

12. That if any term and conditions are further settled between the parties, the same shall be reduced into writing and shall be read as part of this Builder Agreement.

13. That the first party shall not encumber the "demised land" in any manner except to sell the share of her flats to be constructed by prior informing to the second party. It is also agreed by and between the parties that if the total flats are sold by the second party as agreed the second party shall be entitled to book the flats to receive the advance to execute allotment agreement etc. The sale consideration received by the second party shall be distributed between the first and second party in ratio of their share every month in the first week. If either of the party wants to retain any of the flat or any portion of the said building complex its cost shall be deducted at the then selling price from its share.

14. That the second party shall also obtain completion certificate from Kanpur Development Authority and shall also get it registered under the provisions of RERA if it is applicable. The cost to be incurred therein shall be borne by the second party and the first party shall have no concern with the same.

15. That the second party shall indemnify the first party in all respect of claims, damages or expenses payable in consequence to any injury to any employee workmen, 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 whichever is earlier in their favour. The second party shall be solely responsible for compliance of all applicable laws, rules, regulation, by laws in connection with the development and construction of the above project. The cost of EWS compounding and FAR purchased will be borne by the second party.

16. That it is further agreed that if any dispute arises on account of "demised land" it shall be the sole responsibility to clear all the dispute by the first party at her own risk and cost, if the construction work is stop due to any dispute in the title of the "demised land" or due to force majeure in such event the period consumed in resolving the dispute etc. shall not be counted in the period of three years.

17. That all the expenses incurred in execution of this Builder Agreement shall be borne by the party of the first and Second part in equal ratio. However

*Handwritten signature in Hindi*



For Ratan Housing Development Limited  
 (Dhananjay Tiwari)  
 Authorised Signatory



initially the party of the second part has borne all the expenses i.e. stamp duty, registration fee etc. and the first party shall reimburse his share of expenses to the second party from the first sale of his share of flats.

18. The party of the second part has paid a sum of Rs. 11,00,000/- as security money to the first party in the manner detailed and described in schedule "A" of this agreement which is hereby acknowledged and confirmed by the first party. The said security money will be refunded by the first party to the second party without any interest at the time of completion of the Building.

19. That the name of the said building complex consist of Shri Krishna and Ratan which shall be mutually decided by the party.

20. That if any dispute arises between the party in interpretation or implementation of the terms and conditions of this Builder Agreement the same shall be referred to the sole arbitrator appointed by the court as per provision of Indian Arbitration and Re-conciliation Act of 2004 and the Award given by the Arbitrator shall be binding on the parties.

#### Schedule 'A'

Detail and description of Rs. 11,00,000/- paid by the second party to the first party.

Rs. 11,00,000/- paid vide cheque No. 009918 dated 21.01.2023  
Drawn on ICICI Bank Ltd.

IN WITNESS WHEREOF the parties hereto have put their respective signatures on this Builder Agreement on the day, month and year first above written in presence of the following witnesses without any coercion, undue influence, pressure, bat or any interruption in any manner whatsoever.

*Signature*



For Ratan Housing Development Limited



(Dhanraj Jhari)  
Authorized Signatory

आवेदन सं०: 202300849066797

बही सं०: 1

रजिस्ट्रेशन सं०: 12172

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त  
विक्रेता: 1

श्रीमती अनुराधा मेहरोत्रा, पत्नी श्री सुधीर कुमार मेहरोत्रा

निवासी: 15/265-सी, सिविल लाइन्स, कानपुर नगर

व्यवसाय: अन्य *क्या कर रहे हैं?*  
क्रेता: 1श्री रतन हाउसिंग डेवलपमेन्ट लि० के द्वारा धनन्जय तिवारी, पुत्र  
श्री आर० सी० तिवारी

निवासी: केयर ऑफ- 113/70, स्वरूप नगर, कानपुर नगर

व्यवसाय: अन्य *क्या कर रहे हैं?*

ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता : 1

श्री रवी खन्ना, पुत्र श्री स्व० कैलाश नाथ खन्ना

निवासी: 47/24-ए हटिया, कानपुर नगर

व्यवसाय: अन्य *क्या कर रहे हैं?*  
पहचानकर्ता : 2

श्री रितेश खन्ना, पुत्र श्री रवी खन्ना

निवासी: 47/24-ए हटिया, कानपुर नगर

व्यवसाय: अन्य *क्या कर रहे हैं?*

रजिस्ट्रेशन अधिकारी के हस्ताक्षर

आपीक शुक्ला

उप निबंधक : सदर चतुर्थ

कानपुर नगर

17/11/2023

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी :

निबंधक लिपिक कानपुर नगर

17/11/2023

प्रिंट करें

Ravi



Khanna

WITNESSES:

1. Ravi Khanna  
S/o. late Kailash Nath Khanna  
R/o. 46/24-A, Hatiya,  
Kanpur Nagar  
Mob. No. 8601089991  
Adhar No. xxxx xxxx 7422

LAND OWNER/First Party

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*(Handwritten signature)*

2. Ritesh Khanna  
S/o. Shri Ravi Khanna  
R/o. 46/24-A, Hatiya,  
Kanpur Nagar  
Mob. No. 9026555655  
Adhar No. xxxx xxxx 1729

SECOND PARTY

For Ratan Housing Development Limited



*(Handwritten signature)*  
(Dhananjay Tiwari)  
Authorised Signatory

Drafted by me and typed in my office.

*(Handwritten signature)*  
(Arvind Kumar Srivastava)  
Advocate.

Bar Counsel Reg. No. 1679 of 1983  
Mob. No. 9935556629

आवेदन सं०: 202300849066797

## विक्रय अनुबंध विलेख (बिल्डर)

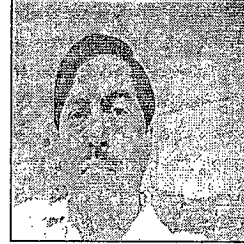
बही सं०: 1

रजिस्ट्रेशन सं०: 12172

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 546000 बाजारी मूल्य - 7793000 पंजीकरण शुल्क - 77930 प्रतिलिपिकरण शुल्क - 60 योग : 77990

श्री रतन हाउसिंग डेवलपमेन्ट लि० द्वारा  
 धनन्जय तिवारी अधिकृत पदाधिकारी/ प्रतिनिधि,  
 पुत्र श्री आर० सी० तिवारी  
 व्यवसाय : अन्य  
 निवासी: केयर ऑफ- 113/70, स्वरूप नगर, कानपुर नगर



श्री, रतन हाउसिंग डेवलपमेन्ट लि० द्वारा

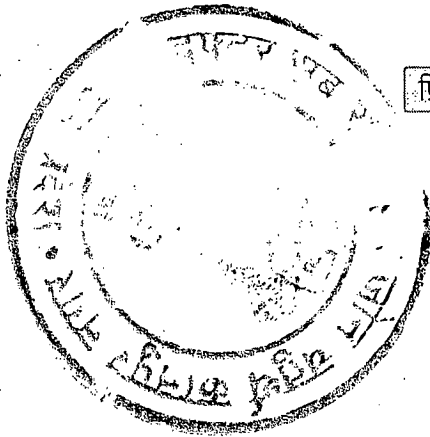
धनन्जय तिवारी अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 17/11/2023 एवं  
 03:23:19 PM बजे  
 निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

आसीक : शुक्ला  
 उप निबंधक : सदर चतुर्थ  
 कानपुर नगर  
 17/11/2023

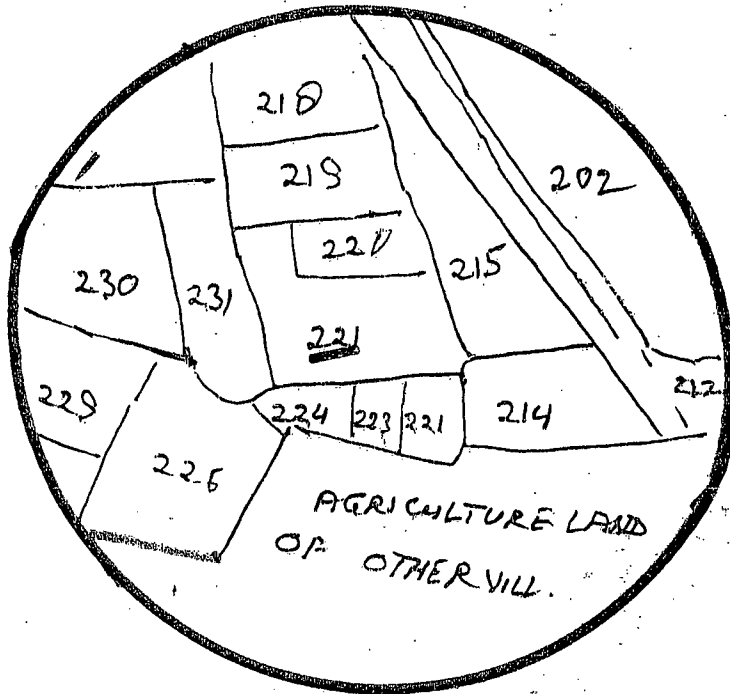
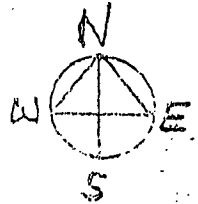
निबंधक लिपिक  
 17/11/2023



प्रिंट करें

LOCATION PLAN OF AGRICULTURE LAND OF  
ARAZI NO-... 221... A.T. SAMBHAR PUR. T.E.H/DIST-  
KANPUR NAGAR

SOLD AREA - 0.2715 HECTARE



*Signature of Party I*



For Ratan Housing Development Limited



*Signature of Engineer*  
Dr. RAJ KANT TRIPATHI  
Civil Engineer  
App. By K.D.A.

1/30 Chhatrapati Gali New Kanpur

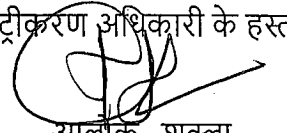
SIGN. OF I PARTY      SIGN. OF II PARTY

SIGN. OF ENGINEER

आवेदन सं०: 202300849066797

बही संख्या 1 जिल्द संख्या 15083 के पृष्ठ 239 से 258 तक क्रमांक 12172 पर दिनांक 17/11/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



आलोक . शुक्ला  
उप निबंधक : सदर चतुर्थ  
कानपुर नगर  
17/11/2023



Builder Agt ③