

(14)

2059/15

TUSHAR DEBNATH
Stock Holding Corporation of India Ltd.
ALLAHABAD BRANCH
Tushar
Authorised Signatory



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh
e-Stamp

Certificate No. : IN-UP06383448858577R
Certificate Issued Date : 22-Jul-2019 01:03 PM
Account Reference : SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD
Unique Doc. Reference : SUBIN-UPUPSHCIL0107601774136466R
Purchased by : S AHMAD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : ARAZI NO 657 MAUZA ANDAWAN PARGANA JHUNSI TAHSIL
PHOOLPUR PRAYAGRAJ MORE DETAIL AS PER DEED
Consideration Price (Rs.) :
First Party : SURESH KUMAR CHANDUKA SO RAM AUTAR CHANDUKA
Second Party : MsTriveniBuildZone P Ltd Thr Dir S Jain And A Jain
Stamp Duty Paid By : MsTriveniBuildZone P Ltd Thr Dir S Jain And A Jain
Stamp Duty Amount(Rs.) : 21,19,000
(Twenty One Lakh Nineteen Thousand only)



-----Please write or type below this line-----

Suresh Kumar



Sanjay



Munpan Loin



SR 0003597202

Statutory Alert:

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





BUILDERS AGREEMENT

This Indenture made this 24th day of July, 2019

Between

Shri Suresh Kumar Chanduka {Pan NO. AAHPC 1667 Q Aadhar NO. 4548 8173 2035 Mobile NO. 9415236704 Occupation_ Business} s/o **Shri Ram Autar Chanduka**, resident of 544/685, Nai Basti, Neta Nagar, Kydganj, Prayagraj (Allahabad) 211003

Hereinafter referred to be as "The Land Owner" (which expression shall always means & include their heirs, L.Rs, executors and assignees unless expressly excluded) of the one part.

And

M/S Triveni Buildzone Pvt. Ltd.{Pan NO.AAECT 3165G} a private limited company registered with Registrar of companies and societies under Companies Act 1956 having its registered office at "Prakash Plaza" 77, Subhash Marg, Johnstonganj, Prayagraj (Allahabad) through its designated Director **Sanjeev Jain** {Aadhar NO. 3632 4379 0199 Mobile NO. 9554055555 Occupation_ Business} s/o Late Prakash Chandra Jain resident of 1-D, Beli Road, Prayagraj and **Anupam Jain** {Aadhar NO. 9732 0613 3161 Mobile NO. 9839051091 Occupation_ Business} s/o Late Prakash Chandra Jain resident of 1-D, Beli Road, Prayagraj (Allahabad) 211003 authorized by authority letter dated 05th July 2019 resolution passed and sign by all the director of said company,,

Suresh Kumar



Sanjeev Jain



Anupam Jain



आवेदन सं०: 201900889008903

विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 7059

वर्ष: 2019

प्रतिफल- 30264000 स्टाम्प शुल्क- 2119000 बाजारी मूल्य - 30264000 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग : 20100

श्री सुरेश कुमार चन्दुका,
पुत्र श्री राम औतार चन्दुका
व्यवसाय : अन्य
निवासी: ५४४/६८५ नई बस्ती नेता नगर कीडगंज प्रयागराज

Suresh Kumar



ने यह लेखपत्र इस कार्यालय में दिनांक 31/07/2019 एवं 12:33:32 PM बजे
निबंधन हेतु पेश किया।

Suresh Kumar

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ईश्वरदीन प्रजापति - (प्र०)

उप निबंधक : फूलपुर

प्रयागराज

31/07/2019

अंकित श्रीवास्तव नि०लि०

निबंधक लिपिक



Hereinafter, called '**The Builder**' (which expression shall always mean and include its successors, nominees and assignees in whatsoever form on the other part).

WHEREAS the above named Land Owner is bhumidhar having transferable rights in possession of Arazi NO. 657 Mauza Andawan pargana jhansi Tahsil Phoolpur Distt. Prayagraj land admeasuring about 4720 Square Meters more details of plots owned and possessed by above named Land Owner is fully described at the end of this deed as per Annexure-1.

AND WHEREAS the Owner is interested to develop a multi storied Residential Complex over his aforesaid plots admeasuring approximately area 1261.00 Sq. Meters out of 4720.00 Square Meters, which has been more fully described at the end of this deed and also shown in the annexed plan No. 1 to this Builder's Agreement.

AND WHEREAS after knowing the intention of the Land Owner the builder approached the Land Owner, and offered to construct and develop Multi Storied Residential Complex by their own investment and money over the aforementioned land area of about 1261.00 Sq. Meters out of 4720.00 Sq. Meters. The Builder firm is duly registered under the provisions of The Indian Companies Act 1956 having its Corporate Identity No: U70102UP20112PTC051376 and PAN No.: AAECT3165G.

AND WHEREAS after considering the proposal of the builder, the Land Owner have agreed and accepted the proposal of the Builder for the construction of multi-storied residential complex by their own investment and money on the said Freehold Land, on the terms and conditions given hereinafter.

Suresh Kumar



Ranjana



Munim Laili



आवेदन सं०: 201900889008903

बही सं०: 1

रजिस्ट्रेशन सं०: 7059

वर्ष: 2019

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

विक्रेता: 1

श्री सुरेश कुमार चन्दुका, पुत्र श्री राम औतार चन्दुका

निवासी: ५४४/६८५ नई बस्ती नेता नगर कीडगंज प्रयागराज

व्यवसाय: अन्य

क्रेता: 1

Suresh Kumar



श्री मे० त्रिवेणी बिल्डजोन प्रा०लि० के द्वारा संजीव जैन, पुत्र

श्री स्व प्रकाश चन्द्र जैन

निवासी: १ डी बेली रोड प्रयागराज

व्यवसाय: व्यापार

क्रेता: 2

Sanjay Jain



श्री मे० त्रिवेणी बिल्डजोन प्रा०लि० के द्वारा अनुपम जैन, पुत्र

श्री स्व प्रकाश चन्द्र जैन

निवासी: १ डी बेली रोड प्रयागराज

व्यवसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

Anupam Jain



श्री देवेश कुमार श्रीवास्तव, पुत्र श्री स्व चन्द्र किशोर श्रीवास्तव

निवासी: २०९डी/अपर ९१ए कालिंदीपुरम प्रयागराज

व्यवसाय: अन्य

Devesh Kumar



AND WHEREAS the Builder will apply for sanction of the development plan for the construction of multi-storied residential complex in its said company name over the aforementioned land measuring forty seven hundred twenty square meters, before the Prayagraj Development Authority, Prayagraj (PDA) (ADA) in the name of and under signatures of above named Land Owner and builder/developer company. The builder shall pursue the concerned authorities to sanction the development plan and the entire fees and expenses in obtaining sanction of the same, shall be borne by the builder which shall include the amount that may be shown in Demand Note/Demand Letter that may be issued by the PDA(ADA), Prayagraj before sanction of development plan except the payment for purchasing the additional FAR over and above permissible 2.5 FAR with mutual consent.

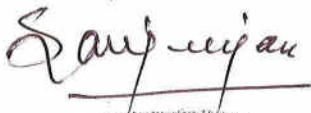
AND WHEREAS the builder will register its said firm/company name, the aforesaid group housing in the name and style in '**Paras Ramayana**' project in the U.P. RERA and builder will pay all the proceeding expenses.

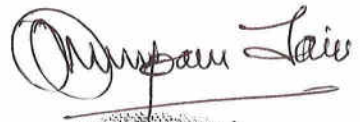
AND WHEREAS the Land Owner has represented and assured the Builder as follows:-

1. The Land Owner has not entered into any Agreement of either sale or mortgage or development of the said premises with anyone else in the past.
2. The property is free from all encumbrances in any way.
3. There is no legal dispute pending against the aforesaid land/ site.
4. That nobody else has any right or title, interest, claim or demand whatsoever or howsoever into or upon the said property and the aforementioned Land Owner is the exclusive Owner in possession of the same.
5. That there is no notice of acquisitions or requisition received or pending in respect of the above land.

AND WHEREAS on the basis of aforesaid representations, the Builder has decided to develop the aforesaid property and agreed for the construction of



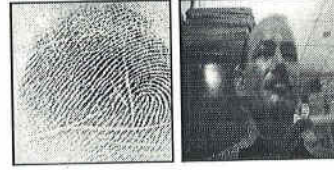

पहचानकर्ता : 2

श्री मनीष चतुर्वेदी . पुत्र श्री हरीश चन्द्र चतुर्वेदी

निवासी: १६/२० ताशकंद मार्ग सिविल लाइन्स प्रयागराज

व्यवसाय: अन्य

M. Chaturvedi



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

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

टिप्पणी :

8
ईश्वरदीन प्रजापति - (प्र०)

उप निबंधक : फूलपुर

प्रयागराज

अंकित श्रीवास्तव नि०लि०

निबंधक लिपिक



multistoried complex as may be permitted by the Prayagraj Development Authority (P.D.A, Prayagraj) by its own investment and money on the said land comprising an area of 1261.00 Sq.Meters out of 4720.00 Sq. Meters. on the terms and conditions as contained hereinafter.

AND WHEREAS the above named Land Owner and the above named Builder have agreed that the Builder shall develop the above land as per sanctioned plan at its own cost and expenses on the following terms and conditions:-

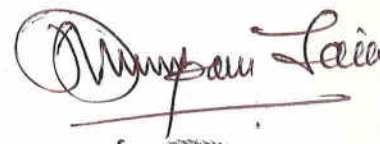
NOW THE PARTIES HERETO COVENANTS AS UNDER:-

- 1- That the Land Owner do hereby declare that Free Hold land having fully described at the end of this deed and also shown to be bounded by Red Lines in the annexed plan No. 1, is exclusively owned and possessed by the Land Owner and is free from any encumbrances, agreements, lien or charges etc.
- 2- That the builder shall construct residential flats / houses under group housing scheme as per sanctioned plan over the aforesaid land admeasuring forty seven hundred twenty square meter at its own cost and investment. The Land Owner shall not make any investment of any kind except the payment for purchasing the additional FAR for his own share i.e. 33% over and above permissible FAR of 2.5.
- 3- That the above named Land Owner shall deliver vacant possession of the entire land subject matter of this Builder's Agreement and the Builder shall complete the Project within three (3) years from the date of sanction of development plan by Prayagraj Development Authority, Prayagraj or from the date of delivery of possession of the land fully described at the end of this deed whichever is later.
- 4- For Handing over the vacant possession, a separate letter/Possession Letter on the date of possession being handed over should be made on a stamp paper of Rs. 100/-, under the signature of both the land owner and the builder/developer.
- 5- That the Builder shall obtain completion certificate Tower/Block wise as per norms of Prayagraj Development Authority and the applicable Apartments Act.












- 6- That on completion of every Tower/Block that will be constructed by the Builder as per Development Plan sanctioned by Prayagraj Development authority, Prayagraj, the Land Owner shall own and possess 33% of the saleable developed constructed area of every Tower/Block together with proportionate land and 67% of the saleable developed constructed area of every Tower/Block together with proportionate land will be owned and possessed by the Builder.
- 7- That the Land Owner and Builder shall mutually decide whether to purchase additional FAR, and if they so decide, the same shall be purchased and the cost of the same shall be borne by the Land Owner & Builder in their respective shares in the Builder Agreement. And the construction that may be raised over the Additional FAR, the 33%, of the saleable developed constructed area together with proportionate land shall vest, and shall be owned, and possessed by the Land Owner and the remaining 67% saleable developed constructed area together with proportionate land shall vest and shall be owned and possessed by the Builder.
- 8- That if any extra area is constructed other than the construction area approved in the sanction map then the cost of compounding the same and construction cost will be vest into Builder's account. If the construction that may be raised over the Additional FAR towards compounding then 33%, of the saleable developed constructed area together with proportionate land shall vest, and shall be owned, and possessed by the Land Owner and the remaining 67% saleable developed constructed area together with proportionate land shall vest and shall be owned and possessed by the Builder. The builder will follow the guidelines of compounding as per prevailing law.
- 9- That the Builder will also have to build the compulsory EWS and LIG for the PDA (ADA) and if the PDA (ADA) allows any compensatory FAR in Lieu of EWS and LIG, in that case the price realized from the sale of the same will be vest in Builder account only.

Gurpreet Kaur

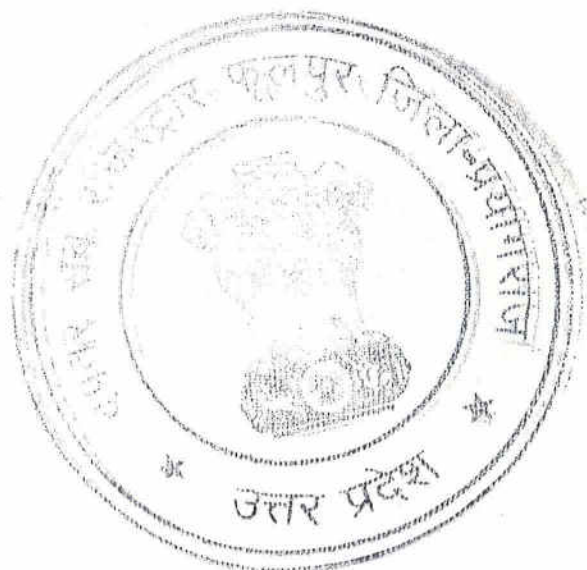


Sanjay



Omprakash





- 10- That after the handover of the LIG and EWS flats to the allottees of the state Government/ or the PDA (ADA), Prayagraj as per Government Policy, whatever amount is paid to the builder from such allottees, the whole amount shall be of the builder and the Land Owner shall have nothing to do with it.
- 11- That it is also agreed that if any amount deposit in PDA (ADA) as shelter fees in lieu for EWS and LIG then the Builder shall deposit 100% of the Shelter fees and the saleable developed area construction and raised against such additional FAR shall be owned in the Builders together with proportionate land.
- 12- That the Land Owner shall hand over the said land admeasuring forty seven hundred twenty square meters in vacant possession to the Builder for the purpose of construction of Multistoried Building in terms of this Builder's Agreement as per map sanctioned by P.D.A. Prayagraj.
- 13- That the entire project shall be completed as far as possible within a period of three (3) years from the date of release of sanctioned plan for construction of multistoried residential complex by P.D.A. Prayagraj or three (3) years from the date of handing over vacant physical possession by the Owner to the Builder whichever is later and the same shall be extendable by another one (1) year if required. However, any period, during which the Builder shall not be entitled/or unable to continue development work/ or construction work under unforeseen circumstances like any restrain order by court, force majeure etc., shall not be taken in account for calculating the aforesaid period of three (3) years plus one (1) year, if required. Further, extension shall be done as per mutual understanding between the Land Owner and the Builders.
- 14- That the passage, common area and common amenities on the stilt floor/ground floor, first floor, second floor, third floor and all other floors as per the sanctioned map shall always be available for use to the Owner, Builder, their transferees, and assignees of the multistoried complex, similarly passage common areas and

Suresh Kumar



Saurav



Omprakash





common amenities shall be available to the Owner, builder, their transferees and assignees of the multistoried complex.

- 15- That if due to any defect in the title of the owner, any loss is caused to the builder; the Owner shall duly indemnify the builder.
- 16- That the builder shall use 1st class material as per Annexure-2 in construction of the multistoried complex and the Builder shall be solely responsible for any deficiency found later on.
- 17- That after the multistoried complex is complete and occupied by the Owner and builder or their assignees/agents/representatives/ licensees in whatsoever capacity, the cost of its maintenance (in all respects) including payment of Taxes to Municipal Corporation, Prayagraj or Prayagraj Jal Sansthan, Prayagraj and the other maintenance charges will be shared by the Owner, and builder or their assignees/agents /representatives/ licensees in whatsoever capacity, in proportion to the areas in their possession/ownership.
- 18- That the builder, the Land Owner and their successors, heirs, legal representatives, and assignees shall form a society comprising the builder, their heirs, legal representative and assignees and transferees/ or assignees of various units of Multi Storied complex and the said society shall be responsible for maintenance (in all respects) including payment of Taxes to Municipal Corporation, Prayagraj Jal Sansthan, Prayagraj of the Multistoried Complex. However for a period of one year or till formation of such society, the entire complex shall be maintained by the Builder or any nominee company or agency of the Builder who shall maintain the complex in all respects at the cost of the builder, their heirs, legal representative and assignees and transferees/ or assignees of various units of Multi Storied complex. The owners of different units shall deposit one time amount in the Maintenance Fund towards Interest Free Maintenance Security (IFMS) and shall pay monthly maintenance charge which may be fixed and decided by the Builder. On formation of the society of the owners of different units as mentioned above, the

Suresh Kumar



Sanjay



Manoj Lal





entire fund/amount of IFMS and the remaining amount, if any, from the monthly maintenance charges on such date shall be transferred to the account of such society.

- 19- That on completion of the project in all respects, the Owner shall be responsible for the liability of income tax/capital Gains, or any other tax that may be imposed in future only in respect of his share. Similarly the Builder shall be responsible for the liability of income tax/capital Gains, GST tax or any other tax that may be imposed in future only in respect of their share and only GST of Owner Share will be deposited by Builder as per RERA/GST guidelines and Builder will have right to charge GST from Customers of Owner share flats.
- 20- That in case of any dispute arising between the parties hereto pertaining to the terms and conditions of this agreement the same shall be referred to sole arbitrator to be appointed jointly with mutual consent and the decision of the arbitrator shall be final and binding on the parties hereto. The provision of arbitration Act 1996 shall be fully applicable to such Arbitration proceedings.
- 21- That it is specifically mentioned and made clear that during construction of the multistoried Complex the Owner including their heirs and LR's, executors nominees and assignees shall not be entitled to interfere in the development and construction of the multistoried complex and the construction work shall not be stopped in any circumstances even during pendency of any arbitral or court proceeding.
- 22- That the Builder shall be entitled to arrange finances from its own sources for the above project i.e. from Bank and other financial institutions and shall not be entitled to mortgage land or part of the land subject matter of this project. And the Builder alone shall be liable to discharge the loan liability from its own resources and means and neither the owner nor their legal heirs shall be liable in any manner for the payment of the loan liability.
- 23- That the electricity Bills shall be paid by the respective owners of various flats after obtaining the electricity connection from the UPPCL.

Suresh Kumar



Sanyu ryan



Munpan Jain





24- It is also agreed that if convenient shops are constructed then land Owner shall be liable to get 33% of share and builder share will be 67% from any sale consideration made from the shops.

25- That the Builder and Land Owner will execute Partition Deed within 30 days from the date of release of sanctioned map from PDA (ADA) duly notarized. The builder and land owner will execute sale deed of their respective shares by their own name separately.

26- That the cost of this agreement including payment of Stamp duty and Registration Fees shall be exclusively borne by the builder.

In Witness whereof the parties hereto have signed and executed this Builders Agreement out of their own free will and accord in the presence of each other and in the presence of witnesses.

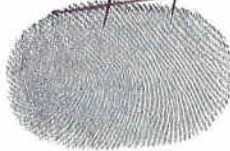
Details hereby agreed for construction

Piece of land of Arazi NO. 657 measuring 1261.00 Sq.Meters out of Land admeasuring about 4720.00 Sq. Meters or 0.4720 Hec., situated at Mauza Andawan pargana jhunsi Tahsil Phoolpur Distt. Prayagraj {Allahabad} more details shown in the annexed map bounded as under:-

Suresh Kumar

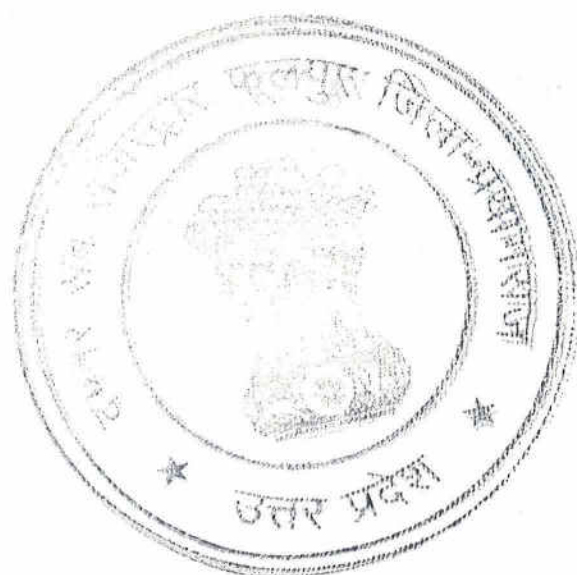


Sanjay Kumar



Omprakash Singh





Boundaries :**East :** Arazi no.:655 and 656**West :** Seema Gram Katka**North :** G.T.Road.**South :** Arazi no.: 658

In Witness whereof the parties hereto have signed and executed this Builders Agreement out of their own free will and accord in the presence of each other and in the presence of witnesses.

Valuation for stamp duty

The said land situated under the V. Code 0390 Serial No. 6 of page No. 53 of Collector prescribed rate list.

Land measuring 1261.00 Sq. Mtrs. x 24000=3,02,64,000.00

The total valuation of Rs. 3,02,64,000.00 and stamp was paid Rs. 21,19,000.00 through E-Stamp certificate NO. INUP06383448858577R dated 22-07-2019 according to G.O. NO. 2756/11 dated 30 June 2008 accordingly.

Suresh Kumar*Sanjay Kumar**Munish Kumar*



Witnesses: -

1. Devesh Kumar Srivastava

S/o Late Chandra Kishor Srivastava

R/o 209D/R/9M, Kalindipuram, Prayagraj

Mob : No.: 9918905735

Occupation: Private Service

Aadhar no. 539485178943



2- Manish Chaturvedi

S/o Harish Chandra Chaturvedi

R/o 16/20, Tashkand Marg, Civil Lines

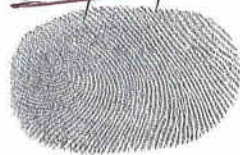
Prayagraj {Allahabad}

Mob : No.: 9451853339

Occupation: Business

Aadhar no. 639606597158








Arazi No. 658

Arazi No.
655 and 656Arazi No. 657
GROUND COV.
STILT FLOOR
1261.00 SQM.

PARAS RAMAYANA

Seema
Gram Katka

AREA OF THE PLOT=4720SQM.

TO VARANASI

G.T.ROAD

TO ALLAHABAD

Suresh Kumar

Sanyu

Munjan Lali





PARAS RAMAYANA

ANNEXURE - 2

Living / Dining / Passage / Lobby	
Floor	Vitrified Tiles Nano Polished
Walls	Acrylic Emulsion Paint on Birla / JK Wall Putty Punning
Ceiling	Acrylic Emulsion Paint with POP Cornices
Bedrooms	
Floor	Vitrified Tiles Nano Polished
Walls	Acrylic Emulsion Paint on Birla / JK Wall Putty Punning
Ceiling	Acrylic Emulsion Paint with POP Cornices
Kitchen	
Walls	Tiles up to 2'-0" above Counter and Acrylic Emulsion Paint in the Balance Area
Floor	Anti Skid Ceramic Tiles
Ceiling	Acrylic Emulsion Paint with POP Cornices
Counter	Granite / Green Marble Top Counter
Fittings / Fixtures	CP fittings with CPVC / PPR Pipes and Single Bowl S.S. Sink
Kitchen Appliances	Fully Equipped Modular Kitchen with 3 Burner Cook-Top, Chimney, of a Standard make
Balcony	
Floor	Terrazzo Tiles/ Anti Skid Tiles Ceramic Tiles
Ceiling	Exterior Paint
Toilets	
Walls	Combination of Tiles upto Door Level and Acrylic Emulsion Paint in the Balance
Floor	Anti - Skid Ceramic Tiles
Ceiling	Acrylic Emulsion Paint
Fixtures / Accessories	Towel Rail, Soap Dish, Glass Shelves and Mirror of Standard make
Sanitary Ware / CP Fittings	C.P. Fittings, Wash Basin & W.C., Health Faucet / Jet of Jaguar / Hindware / Cera / Parryware / Mare or Equivalent Brands
Plumbing	CPVC / PPR Piping for Hot and Cold Water Supply inside the toilets & UPVC pipes for Stacks
Fire Fighting	System Fire Fighting System as per NBC 2005 Norms
Structure	
Earthquake Resistant RCC Framed Structure Designed by Qualified Structural Engineers	
Doors	
Internal Door	Painted Hardwood Frame with Laminated Flush Door with Mortise Locks
Main Entrance Door	Polished Hardwood Frame with Decorated Laminated Flush Door with Mortise Locks and Stainless Steel Hardware
External Glazing's	
Windows / External Glazing's	Energy Efficient, Sound Insulating Glass Units with Tinted / Reflective and or Clear Glass with Powder Coated Aluminum Sliding Windows with MS Grills for Security
Electrical Fixtures/Fittings	Modular Switches of Northwest/Crabtree/Havells/Philips or equivalent make and Copper Wiring and Light Fittings in all Rooms, Toilets, Balconies, etc.
Security System	Secured Gated Community with Access Control at Entrances and Lifts with Internal Security and EPABX Systems for Internal Communication
Staircases	
Floor	Kota Stone / Marble
Walls	Acrylic Emulsion Paint

Suresh Kumar



Sanjay



Dhyan Lal





(Land Owner)



Suresh Kumar Chanduka

(Builder)



Sanjeev Jain



Anupam Jain

Drafted By –  Vishnuji Srivastav, AdvocateTyped By –  D.K. Srivastava

आवेदन सं०: 201900889008903

बही संख्या 1 जिल्द संख्या 7542 के पृष्ठ 93 से 124 तक क्रमांक
7059 पर दिनांक 31/07/2019 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


ईश्वरदीन प्रजापति - (प्र०)

उप निबंधक : फूलपुर

प्रयागराज

31/07/2019

