

6050/13

Anubhav Khanna  
 Anubhav Khanna, Branch Manager  
 SHCIL, G4, LDA Center, 2 SP Marg,  
 Civil Lines Allahabad 211001



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## INDIA NON JUDICIAL

## Government of Uttar Pradesh

## e-Stamp

Certificate No.

IN-UP00153643675934L

Certificate Issued Date

19-Oct-2013 02:53 PM

Account Reference

SHCIL (FI)/ upshcilm01/ ALLAHABAD1/ UP-AHD

Unique Doc. Reference

SUBIN-UPUPSHCIL0100165870833577L

Purchased by

ARUN KUMAR SINGH ADVOCATE

Description of Document

Article 23 Conveyance

Property Description

Arazino144,146(Minjumla)147,Total  
3GataTotalArea5690SqmtAllAraziyatsinVillDabhaonTehsilKarchhana  
Alld

Consideration Price (Rs.)

0

(Zero)

First Party

Dr A K BANSAL

Second Party

MsTulsianiHKInfraHousingPvtLtdDirHemantKumarSindhi

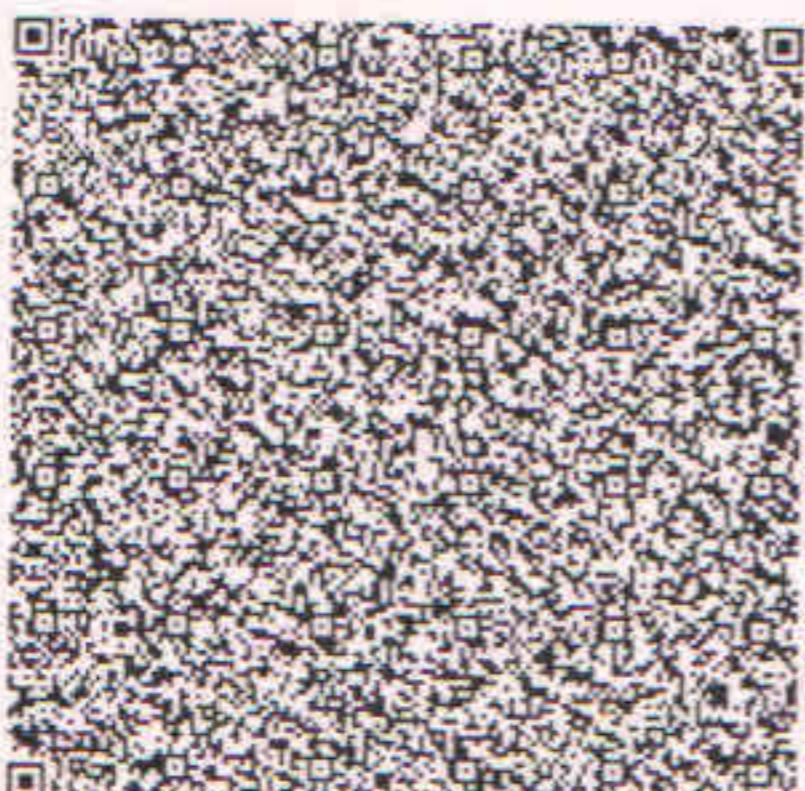
Stamp Duty Paid By

MsTulsianiHKInfraHousingPvtLtdDirHemantKumarSindhi

Stamp Duty Amount(Rs.)

18,72,100

(Eighteen Lakh Seventy Two Thousand One Hundred only)



Please write or type below this line



TULSIANI HK INFRAHOUSING PVT LTD.  
 Hemant Kumar Sindhi



DIRECTOR

YL 0000020292

## Statutory Alert:

- 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.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



*Dr. A.K. Bansal*



*Hemant Kumar Sindhi*

*Identified the  
Photographs  
of Dr. A.K. Bansal  
and Hemant Kumar Sindhi*

*19/10/2013*

### BUILDERS/DEVELOPMENT AGREEMENT

This BUILDERS/DEVELOPMENT AGREEMENT is being made and executed at Allahabad on this the 19<sup>th</sup> day of October, 2013

#### BY AND BETWEEN

**Dr. A.K. Bansal** ( PAN ABVP1476H) son of Late S.D. Bansal by Nationality – Indian, by Occupation- Doctor, resident of 162, Bai Ka Bagh, Allahabad herein after called the First Party/Owner. (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean & include his legal heirs, successors, authorized representatives, predecessor's interests, assignees, executors, administrators and assigns) of the FIRST PART/OWNER.

AND

**M/s TULSIANI H.K. INFRA HOUSING PVT. LIMITED**; a company incorporated under the provisions of Companies Act, having its registered Office at 37, Elgin Road, Allahabad through its Director Shri Hemant Kumar Sindhi son of Late Jamuna Das, resident of 17, Industrial Colony, Naini, Allahabad, who has been duly authorized vide resolution dated 14.10.2013 passed in the Board Meeting of the Directors; herein after called the Builder/ Developer. (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean & include its successors-in-interests, authorized representatives, assignees, administrators, executors and assigns) of the SECOND PART/BUILDER/DEVELOPER.

*Dr. A.K. Bansal*



*Hemant Kumar Sindhi*

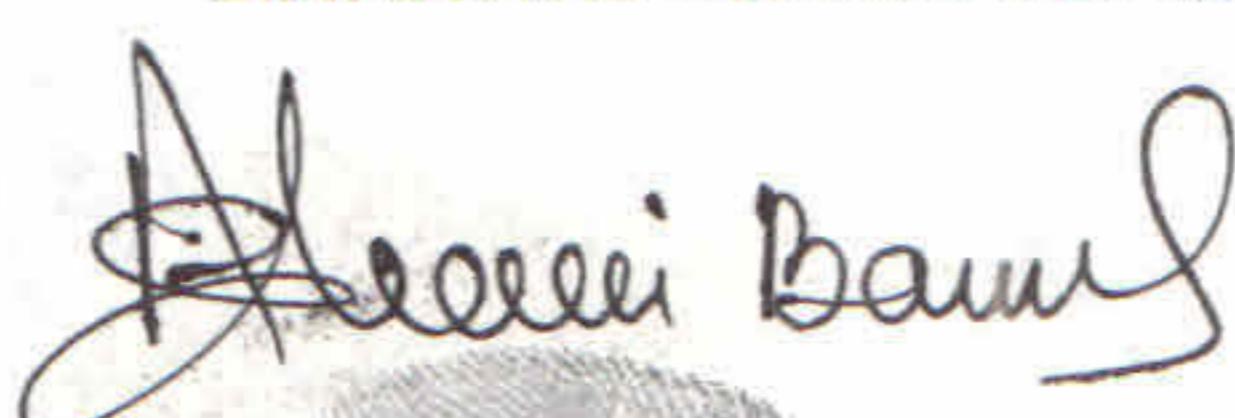


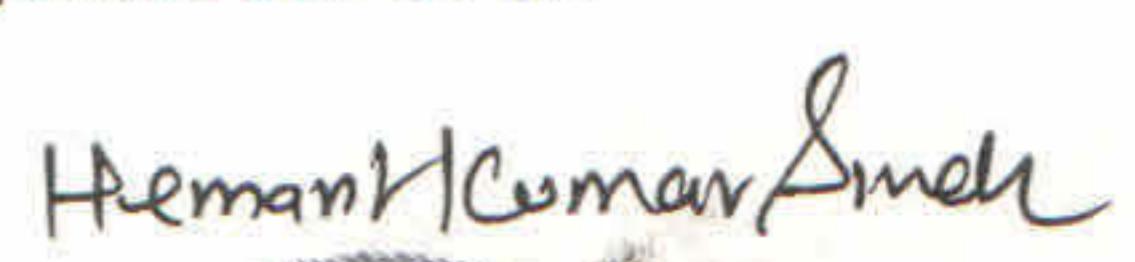
That the Party of the First Part/OWNER and that of the Second Part /BUILDER & DEVELOPER are individually referred as a 'Party' and collectively referred to as 'Parties' as and where the context so demands.

**PREAMBLE OF THE PROPERTY:-**

**WHEREAS** The First Party/Owner became owner of the said property by purchase from the erstwhile owners thereof by virtue of following Deeds of Conveyance:-

- a. Arazi Nos. 144 area 0.068 hect., Arazi Nos. 146 (Minjumla) area 0.276 hect. Total area - 0.344 Hectare situated at Village-Dabhaon, Pargana- Arail, Tehsil-Karchhana, District- Allahabad has been purchased by Dr. A.K. Bansal son of Sri Som Dutt Bansal from Mr. Kamla Prasad Agarwal son of Sri Suraj Mal Agarwal through attorney holder Sri Saket Devra son of Sri Ashok Kumar Devra vide registered sale deed dated 06.02.2001 which is registered in the office of Sub-Registrar, Karchhana at Bahi No. 1 Jild 105 pages 1 to 20 at serial no. 1769 on 19.06.2001.
- b. Arazi No.145, Area – 0.034 hect; Arazi No.147, Area- 0.276 hect.; situated at Village Dabhaon, Pargana- Arail, Tehsil - Karchhana, District- Allahabad has been purchased by Dr. A.K. Bansal son of Sri Som Dutt Bansal from Mr. Kamla Prasad Agarwal son of Sri Suraj Mal Agarwal through attorney holder Sri Saket Devra son of Sri Ashok Kumar Devra vide registered sale deed dated 06.02.2001 which is registered in the office of Sub-Registrar, Karchhana at Bahi No. 1 Jild 105 pages 63 to 86 at serial no. 1772 on 19.06.2001.
- c. Arazi Nos. 144,145,146 (Minjumla) and 147 situated at Village- Dabhaon, Pargana- Arail, Tehsil-Karchhana, District- Allahabad of part portion 125.29 Sq. Mt. has been purchased by Dr. A.K. Bansal son of Sri Som Dutt Bansal from Mr. Kamla Prasad Agarwal son of Sri





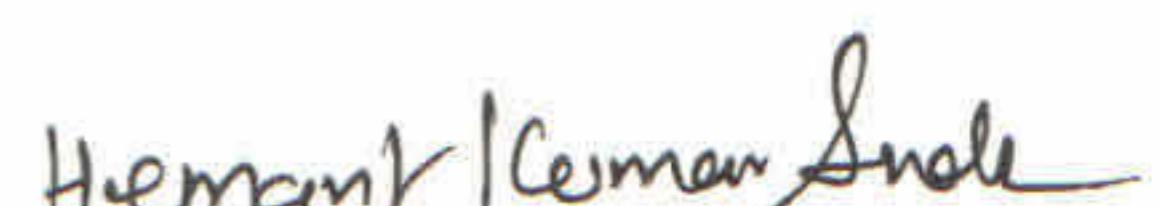

Suraj Mal Agarwal through attorney holder Sri Saket Devra son of Sri Ashok Kumar Devra vide registered sale deed dated 20.04.2001 which is registered in the office of Sub-Registrar, Karchhana at Bahi No. 1 Jild 56 pages 143 to 158 at serial no. 1136 on 24.04.2001. AND THUS the Owner/First Party is exclusive owner Arazi No. 144, Area – 680 Sq. Mtrs.; Arazi No. 146(Minjumla), Area – 2250 Sq. Mtrs.; and Arazi No.147, Area – 2760 Sq. Mtrs.; Total 3 Gata; Total Area – 5690 Sq. Mtrs.; All Araziyats situated in Village – Dabhaon, Pargana – Arail, Tehsil – Karchhana, District – Allahabad fully described at the end of this deed.

AND WHEREAS the name of owner has been endorsed in the revenue records and the land has also been declared as non agricultural vide order dated 23.11.2009 passed by Sub Divisional Magistrate, Karchhana, Allahabad.

**AND WHEREAS** the Owner herein are keen and desirous of developing a Commercial & Residential Project on area admeasuring 5690 sq. Mt., the map is attached with this agreement, situated at Village-Dabhaon, Pargana- Arail, Tehsil-Karchhana, District- Allahabad (hereinafter referred to as "said Land/Plot"), over the said property and that the Developer has sufficient experience and possesses requisite expertise in developing infrastructure viz. Township, Group Housing, Commercial Complexes, Shopping Malls, etc. having developed various such projects at many locations throughout the country.

**AND WHEREAS** Owner having approached to Developer, both the Parties have agreed for development/construction of an ULTRA MODERN Commercial & Residential Complex on the said land/plot belonging to the Owner (hereinafter referred to as "Said Project") in cooperation and in collaboration with each other on space sharing basis, after obtaining all applicable permissions/sanctions from the competent authorities on the terms & conditions as more specifically detailed herein.






**AND WHEREAS** based on the mutual representations and assurances given by the Parties hereto, both the Parties have decided to execute this Agreement for development of the Said Plot.

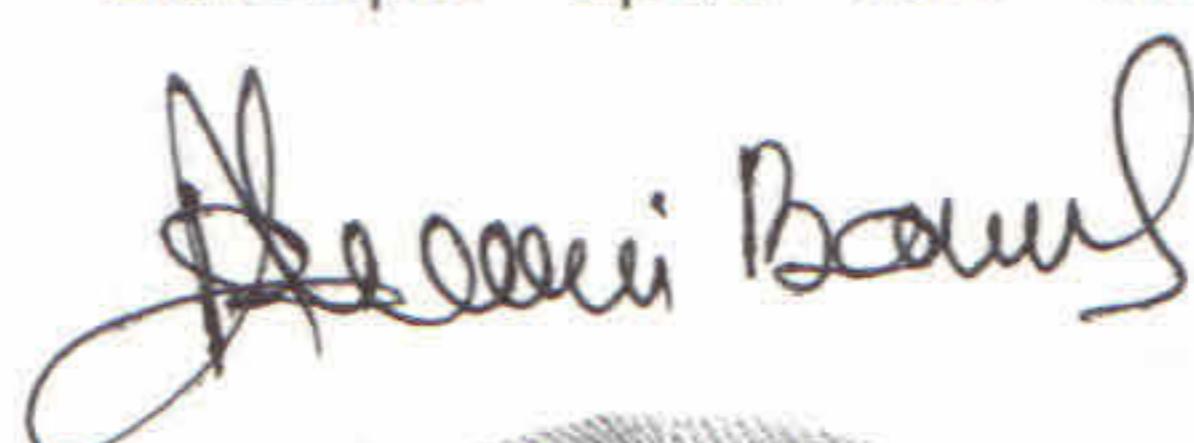
NOW we both the parties with our own free will without any coercion and undue influence execute this builder agreement which showeth as under :

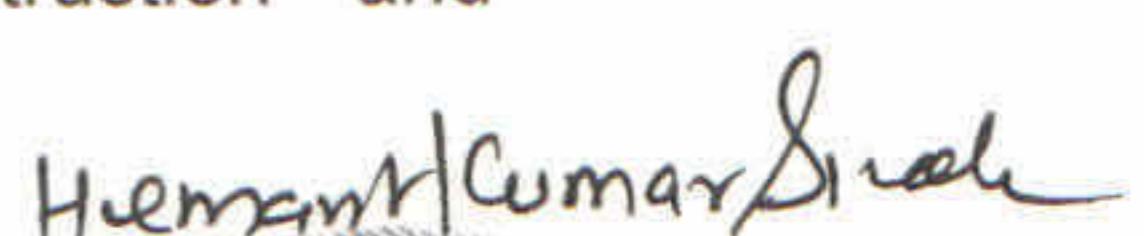
**1. The Transaction:**

1.1.- The Said Land/Plot, which is the subject matter of this Agreement, is to be developed by the Developer as the Said Project viz. an ultra modern Commercial & Residential Complex at the entire cost and expense of the Developer as more specifically stipulated herein and as per the terms & conditions recorded herein and as per layout/floor plans/building plans sanctioned by the competent authorities, in terms of this Agreement.

1.2- For the implementation of the Said Project, the Owner shall hand over the peaceful vacant physical possession of the Said Plot to the Developer free from all sorts of encumbrances with the execution of this agreement; and the Developer shall thereafter start the development, construction and completion of the Said Project and shall also market and sell the same as per the marketing policy and rates to be decided by the Developer. PROVIDED ALWAYS that the Owner's share in the Project shall be marketed only by the Developer if and when so authorised by the Owner and upon such terms and conditions or rates as may be mutually agreed to between the Parties; however, the basic terms & conditions of allotment/sale and market rate shall always be similar to that of the Developer.

1.3- That after the delivery of physical vacant possession of the said land to the Developer; the Developer without any delay shall commence the development works of the said Project/Land, after obtaining the necessary clearances, sanctions or permissions, etc. from Competent Authority from time to time as required; and subject to reasons beyond its control, the Developer would endeavour to obtain sanction of building plans and other applicable permissions /approvals from appropriate authorities as early as possible. The Developer apart from the entire cost of construction and






development of the said Project shall also bear all applicable charges & fees towards sanctioning/ approvals of building plans, floor plans, and/or any other incidental charges/fees payable to the concerned authorities for approval of the building plan.

1.4- The Owner and the Developer shall share the entire covered and uncovered built/unbuilt area of the Said Project together with proportionate undivided, indivisible or impartible ownership rights in the Said Plot underneath the Said Project as also the Common areas, facilities and amenities in the ratio as defined under Clause 5.1 of this presents. The area shall be shared vertically or horizontally or as may be mutually agreed upon and shall be identified on a 'plan' before commencement of the Project.

1.5- That the Parties understand that the current Floor Space Index (FSI) or the Floor Area Ratio (FAR) is 1.5% plus 0.5% purchasable, of the Plot area as permitted by the concerned authorities. The Parties further agree that in case the FSI or FAR is increased or any additional FSI/FAR is permitted by the appropriate authorities, during or after completion of the project, then all costs & expenses of additional FSI cost for such enhancement of FSI/FAR shall be borne by Builder/Developer.

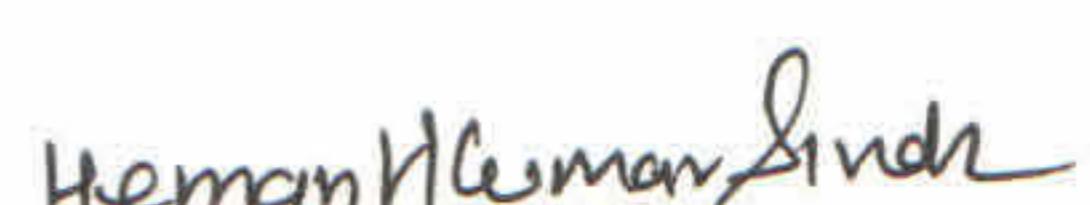
## 2. Commencement:

This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

## 3. REPRESENTATION AND WARRANTIES BY THE OWNER

3.1- Subject to what is specifically stated by the Owner under the head "Encumbrances", the Said Plot is completely free and clear in all manner of all Encumbrances including prior sale, gift, mortgage, disputes, litigation, acquisition, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of Government of Uttar Pradesh, Government of India or any other Government or Authority or of any other Person or entity), acquisition, requisition, or attachment, lien, court injunction, Will, trust, exchange, lease, legal flaws, claims, partition, prior agreement to sell, or any other legal impediment in respect of the






Said Plot and that the Owner possess a clean title in respect of the Said Plot.

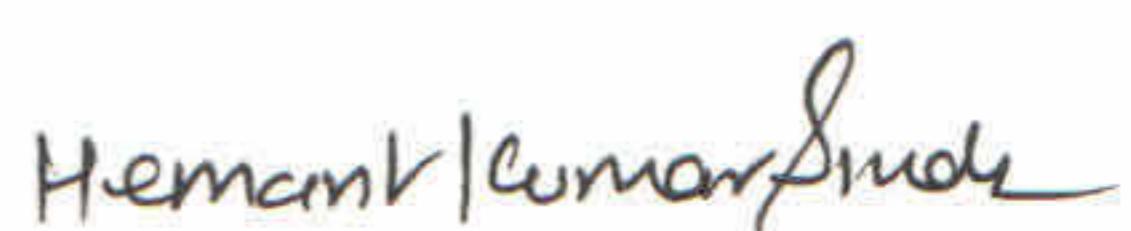
3.2. The Owner has not entered into an agreement similar to this Agreement or into any other agreement inter-alia agreement for sale or Transfer or development of the Said Plot or agreement or arrangement of any nature whatsoever, with any Person, regarding the Said Plot or any portion thereof and has not executed any registered or unregistered agreement, deed(s) of power of attorney, MOU, etc. in favour of any Person other than the Developer and/or its nominees to deal with the Said Plot or with any portion thereof;

3.3- The Owner from the date of execution of this Agreement, shall not transfer its title and/or the ownership and/or rights (including the development rights) and/or interest in the Said Plot or create any lien thereon or any third party interest or enter into any negotiation or discussion with any person for transfer of its title and/or the ownership and/or rights (including the development rights) and/or interest in the Said Plot or creation of any lien thereon; nor shall it enter into any joint development agreement and/or collaboration agreement and/or similar arrangement or any other arrangement of any kind whatsoever with respect to the Said Plot nor create any title, interest, charge, mortgage, lien, etc. in the said Plot or any part thereof or deal with the same in any manner whatsoever and shall also not part with the possession (including Vacant Possession), whether legal or actual, of the Said Plot or any part thereof in favour of any Third Party other than the Developer or the purchasers of the units or spaces in Project to be put up at the Said Plot or the Nominees of the Owner. Similarly, the Developer has also agreed that it shall not enter into any arrangements or agreements with any other developer/ builder on partnership basis or the either to develop, construct or complete the said project. However, the Developer may at its sole discretion, engage any sub-contractor or agency, etc. assigning any works of development/construction or completion of the said project.

3.4- There is no notice of default or breach of any law, rules, regulations etc. in respect of the Said Plot;

3.5- The Owner shall, for all times to come, continue to be responsible and accountable for all the litigations, past, present and future, related to the ownership and title of the Said Plot and/or

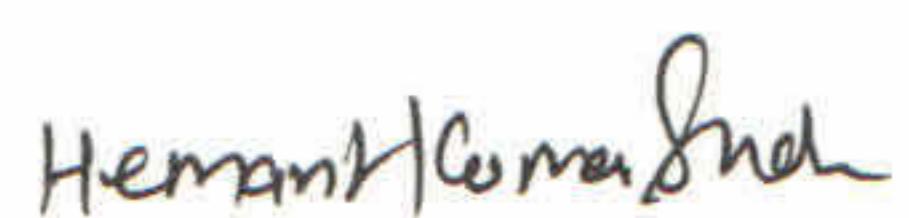
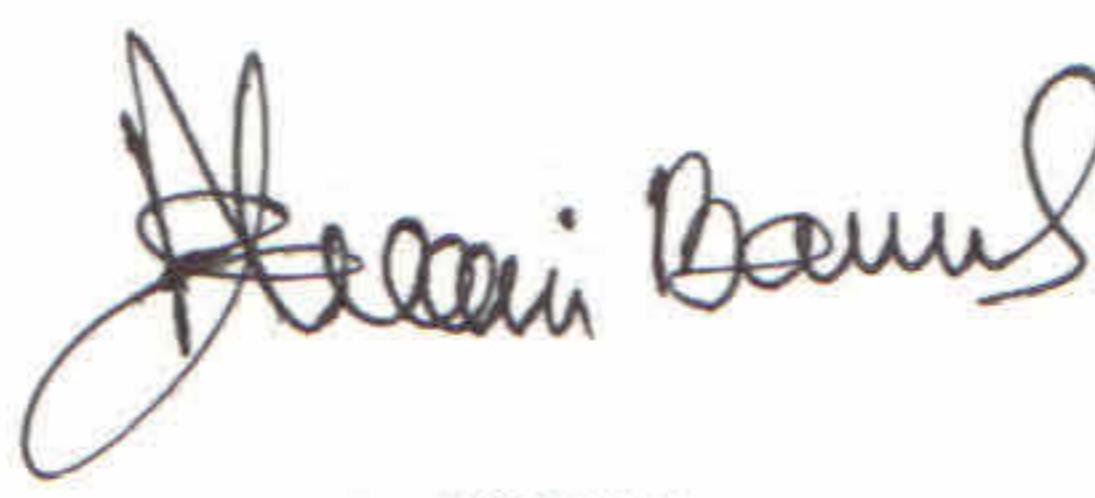

rights of the Owner therein, which may arise on account of any defect in the rights and/or interest of the Owner and shall keep the Developer and/or its nominees indemnified against all losses, damages, costs and expenses incurred and/or suffered by the Developer and/or its nominees on the said account and that the Owner shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the rights, title and interests of the Developer and/or its nominees with respect to the Said Plot and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to be undertaken in terms of this Agreement on the Said Plot or any part or portion thereof;

3.6- The Owner and the Developer have agreed that in order to facilitate smooth development of the Project, the Owner shall appoint, constitute and authorize Developer or the nominee of the Developer as Attorney upon execution of this agreement simultaneously, who shall apply for all applicable permits to the appropriate Government Authority on behalf of the Owner, seeking approvals and sanctions for building plans etc. in respect of the Said Project in terms of this agreement;

3.7- The Owner, its nominee(s), Affiliates and Associates, shall not interfere or obstruct the development, construction and Completion of the Said Project on the Said Plot and shall not do or omit to do any act, deed or thing which may, in any manner and in any circumstances whatsoever, have any Material Adverse Effect. However, the Owner shall be at liberty to visit the project for inspection and supervision any time without intimation to the Developer.

#### 4. Representations and Warranties by the Developer:

The Developer has, besides the representations, declarations, assurances, confirmations and warranties set out in the Recitals hereinabove, further assured and represented to the Owner that provided that the title to the Said Plot remains clear and marketable during the period of development, construction and Completion of the Said Project, it shall complete the construction in accordance with the terms of and conditions of the Applicable Permissions (including the sanction of building plans, etc. by the Government

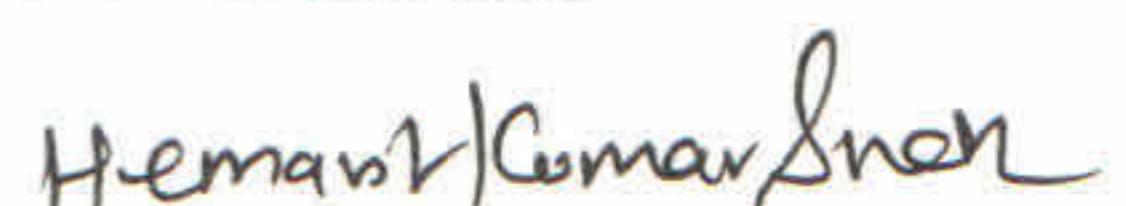
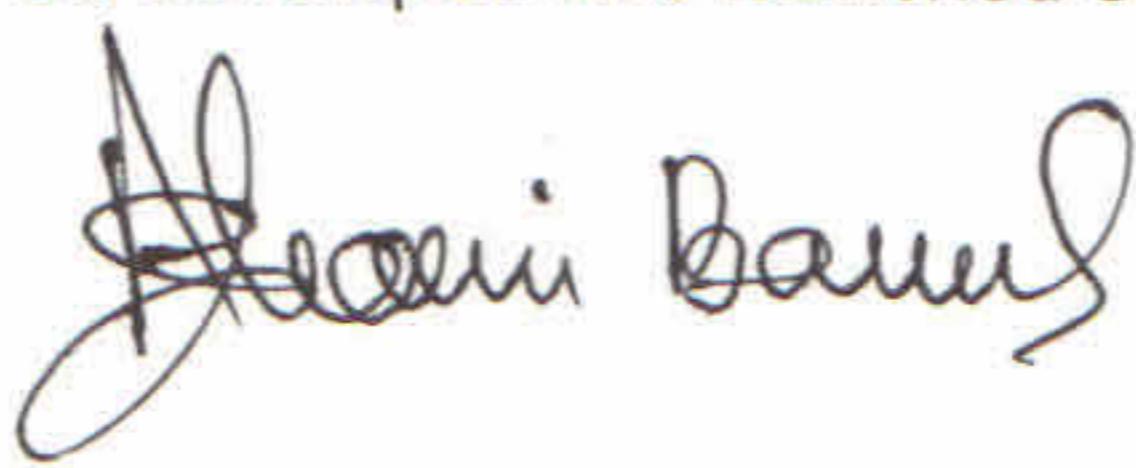


Authority) and achieve the physical construction of the Said Project within a maximum period of twenty four (24) months from the date of obtaining of all Applicable Permissions including sanction of Plans (including but not limited to building plans & floor plans, architectural drawings, etc.) for the whole of the Said Project in terms of this Agreement.

The Developer shall fully develop the Said Project and fully complete it in all respects as per the agreed specifications and sanctioned plans. It shall build the maximum allowable area. The Parties have agreed that the Developer shall construct & develop the Project having more or less similar specifications.

The Developer has also represented, declared, assured, confirmed and warranted to the Owner that:-

- (i) it (the Developer) will appoint consultants and architects of repute for the implementation of the Said Project as envisaged in this Agreement; the Developer shall bear the cost of Architect for the preparation of plans and schemes necessary for the development of the said land into said project. All costs and expenses in connection with getting all sanctions and approvals of Building Plans and drawings, original, as well as, revised, from Competent Authority / the Concerned Authorities, required for development of the Said Land into said project shall be borne by the Developer.
- (ii) the development and construction to be carried out on the Said Plot shall be of good quality and standards.
- (iii) the materials used for carrying out the development and construction of the Said Project shall be of high quality.
- (iv) the construction of the Said Project shall be, as far as practicable, be of uniform standard, and there will be no difference in the quality of construction and materials used in the different portions, which are to be ultimately shared by the Parties meaning thereby, that the whole of the Said Project will be of the same appearance, Specification(s), standards and will proceed at the same stage of development without any distinction of areas of allocation of the Parties and that each phase of the Said Project will be developed and launched simultaneously for both the Parties and



the built up area to be divided shall be as per ratio of allocation of the Parties in each phase of the development of the Said Project;

(v) the Developer shall not act in any manner that may either prejudicially affect or have any Material Adverse Effect on the rights, title and interests of the Owner and/or his nominees with respect to the Owner's share and the development thereof in terms of this Agreement and the construction and Completion of the Said Project and also marketing of the Said Project to be undertaken in terms of this Agreement on the Said Plot or any part or portion thereof;

(vi) it (the Developer) shall, at all times during the period of development, construction and Completion of the Said Project, provide all such information as is pertinent or relevant to the transaction contemplated herein, to the Owner.

#### 5. Area Sharing:

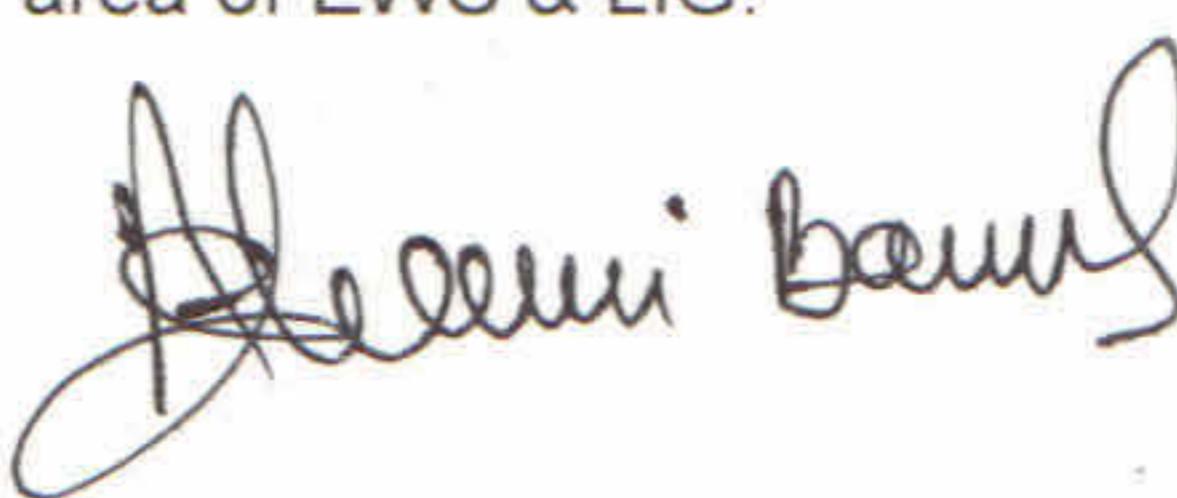
5.1 In lieu of the Owner providing the Said Plot for the purpose of the Said Project, the Developer, shall develop, construct and complete the Said Project and in lieu of the Developer developing, constructing and completing the Said Project at the cost and expenses to be borne by the Developer in terms of this Agreement and marketing the Said Project, the saleable area of the Said Project shall be shared amongst the Parties in the following ratio:

Owner: 25% (Twenty Five Percent)

Developer: 75% (Seventy-Five Percent)

The same ratio shall be applicable on the further construction as mentioned in clause in 1.5

It is the responsibility of the owner and the developer also to construct the houses for Economically Weaker Section and Lower Income Group. Since these houses are sold to the persons of EWS & LIG Sections on subsidy prices decided by Government so the saleable area of EWS & LIG shall not be shared between the parties. The developer has sole right and interest over the saleable area of EWS & LIG.





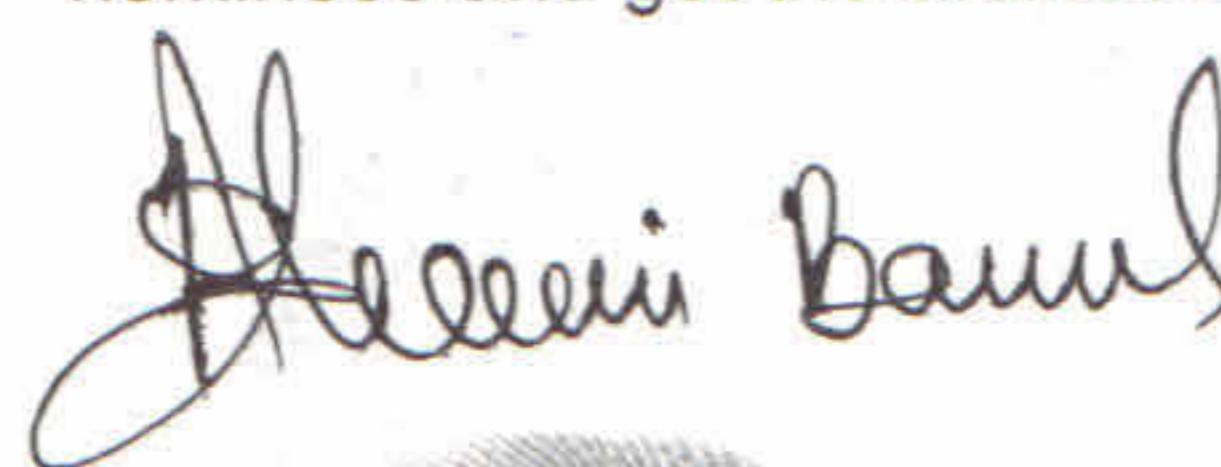

5.2. The Parties confirm that the ratio as mentioned herein is adequate for the rights being provided to either Party and the Parties shall never challenge the correctness or the adequacy of the said ratio at any time in future.

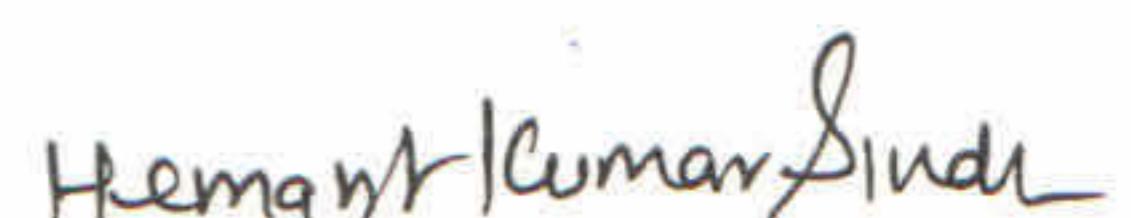
5.3 The Parties shall share in agreed ratio the covered and uncovered built/unbuilt area with proportionate undivided, indivisible or imitable ownership rights in the Plot underneath the buildings forming part of the Said Project, as also in Common areas, facilities and amenities less the area with proportionate undivided, indivisible or imitable ownership rights in the Said Plot underneath the buildings forming part of the Said Project in the aforesaid proportion floor-wise in agreed share vertically or horizontally or as may be mutually agreed and such area/share, if and when physically allotted to each Party shall be contiguous.

5.4 The Developer shall inherit a good, perfect and marketable title, free from all defects in respect of it's Allocation arising out of this Agreement and also in respect of Transfer of the undivided land underneath the Developer's Allocation by the Owner to the Developer and/or its nominees and/or the Transferees shall confer a good, perfect and marketable title therein, free from any defect, to them.

#### **6. Adjustable/Refundable Interest Free Security Deposit**

6.1 That subject to the representations & warranties made by the Owner to the Developer to be true & correct, the Developer Second Party has paid a sum of Rs. 1,50,00,000/- (Rupees One Crore and Fifty Lac) only to the Owner First Party as refundable/adjustable interest free security as per details given in schedule of payment, given at the end of this deed and the receipt of which hereby acknowledged by the Owner/ First Party. The aforesaid entire amount of Rs.1,50,00,000/- ( One Crore and Fifty Lac) only without interest shall be returned by the Owner First Party to the Developer Second Party within 6 months from the completion of the construction. The Owner First Party shall also be entitled to sell his saleable constructed area to the Developer Second Party or its nominees and get the aforesaid amount adjusted.






**7. Possession:**

The Owner has agreed to hand over the physical possession of the said plot to the Developer simultaneously with the execution of this agreement and thereafter the Developer shall always be entitled to remain in exclusive physical and legal possession thereof till the conclusion of the entire arrangement as agreed to between the Parties in terms of this Agreement.

**8. Obligations and Covenants of the Owner:**

**8.1 Making out Marketable Title:** The First Party/Owner shall keep and convey a good, marketable and subsisting title in regard to the Said Property to the Second Party.

**8.2** The First Party/Owner is under obligation and assures that owner shall provide the unencumbered, marketable land to developer and if owner have created any liabilities or taken loan and mortgage the land before any Bank and Financial Institution, He shall redeem the mortgaged property after repayment of loan amount before commence of work/project.

**8.3-** The Owner shall do all acts, deeds and things or forbear from doing all acts, deeds and things in terms of its representations, declarations, assurances, confirmations and warranties set out in the Recitals and Article 8.2 hereinabove and the same shall be treated as obligations and covenants of the Owner.

**8.4-** The Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Said Project or handing over the developed/constructed area of the Owners' Allocation of share to the Owner or his nominees, etc. and/or booking and sale of Developer's Allocation.



**9. Obligations and Covenants of the Developer:**

9.1 Subject to the conditions set out in this Agreement and fulfillment of all obligations and covenants of the Owner under this Agreement, the Developer shall develop, construct and complete the Said Project; and shall endeavour to hand over the proportionate Owner's Allocation Share in the Developed Area to the Owner(s) free from any liabilities prior to executing the proportionate final definitive deeds, in favour of the prospective buyers' in respect of Area falling to in the Developers' Allocation of Share in the Developed Area., the Developer shall proportionately endeavour to hand over the Owner's Allocation of Share in the Developed Area to the Owner free from any liabilities.

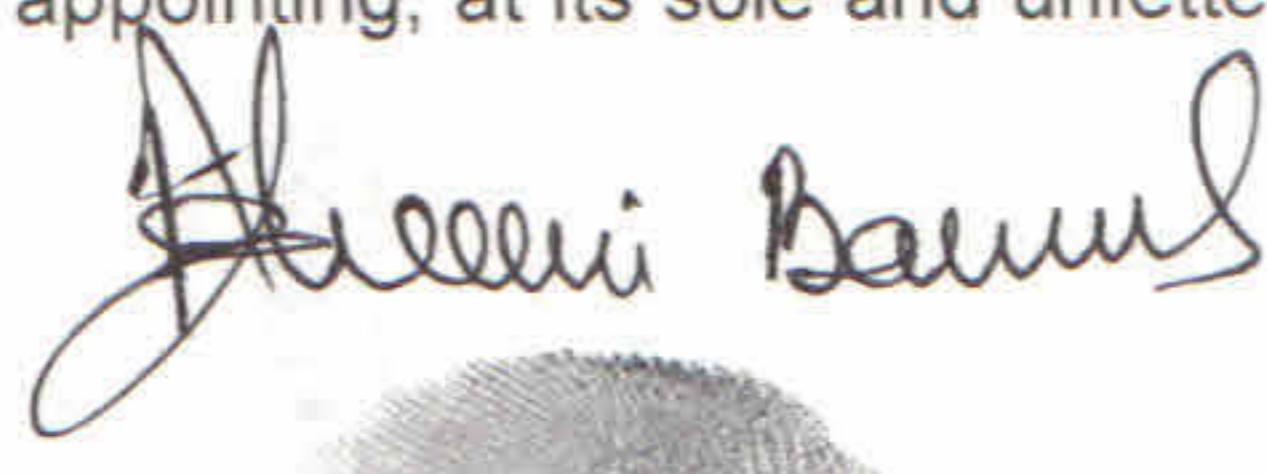
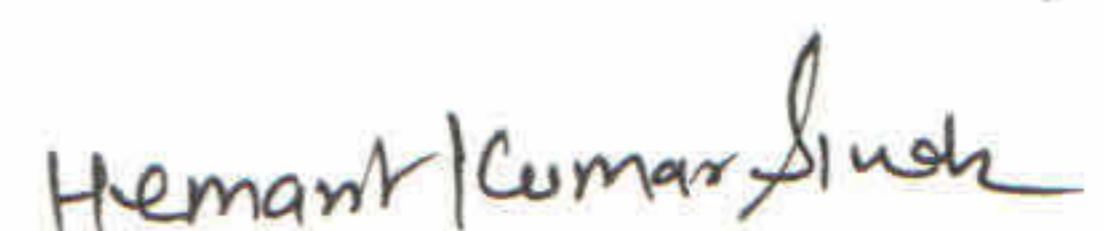
9.2 The Developer is authorized to prepare blue prints, layout plans, building plans, floor plans and conceptual plans and other necessary plans/scale models for the best possible use of the Said Plot and for sale of the constructed units. The Developer will prepare building/ floor plans in respect of each of the independent structures or buildings proposed to be constructed on the Said Plot will obtain appropriate approvals of the Government Authorities in respect of such plans.

9.3 The Developer shall make adequate provisions for sewage and for supply of water and electricity and shall also undertake design of the Said Project including that of 'Common areas, amenities and facilities' along with adequate provisions for parking.

9.4 The Developer shall, subject to the design constraints, prepare the building plans for the Said Project so as to construct the maximum permissible covered area in the Said Project on the current maximum prescribed FAR. This include purchasable FAR also.

9.5 The Developer shall carry out and manage the development of infrastructure including construction of temporary sheds on the Said Plot for facilitating construction activity and the matters incidental and ancillary thereto; subject to the Owner shall not charge anything for the same.

9.6 The Developer shall, either itself independently or by appointing, at its sole and unfettered discretion at any point of time,

  
Shailendra Bawali  
Hemant Kumar Singh

Contractors/sub-contractors or other agencies, carry out the construction and development of the Said Project as per the Specifications required by and as agreed to by the Architect and in accordance with the development/building plans as sanctioned by the concerned/relevant authority provided that any subsequent liability/expenses arising from the Contractors/sub-Contractors or any other agencies engaged by the Developer to carry out the development/construction of the Said Project on the Said Plot shall be the sole responsibility of the Developer and owner/first party shall not be responsible for the same in any manner.

9.7 In case any portion of job work under this Agreement is sub-contracted, the Developer shall, at all times be directly responsible for the due performance of each and every obligation under this Agreement and further the Developer shall indemnify and keep indemnified the Owner from any claim on this account.

9.8 The Developer will be responsible for carrying out all construction and development, and any liability, litigation (including labour dispute) etc., that may arise on account of such construction and development activity shall be borne by the Developer, as long as such litigation or liabilities do not arise out of the ownership and title of the Said Plot and/or out of any deed, act or thing on the part of the Owner, in which case the same shall be exclusively borne by the Owner.

9.9 The Developer shall at its own cost employ or engage contractors, Architects, Consultants, Advisors, Workmen, agents and other personnel of high skill and competence for the development of the said Land.

9.10 All employees, contractors, workmen, agents and technical experts and personnel who shall be engaged by the Developer for carrying out the development of the said Land shall be under the control and supervision of the Developer for all purposes and the Developer alone shall have the contractual / master-servant relationship with the said employees / personnel. The Owner shall have no liability towards such personnel employed or engaged by the Developer.



Jassie Bawali



Hemant Kumar Singh



9.11 The Developer shall be responsible for providing safety and necessary facilities required for labour / workers employed / engaged for construction of the said Project.

All the emoluments, fees, charges, salary etc. payable to the employees / personnel employed for the development of the **said Land** shall be borne and paid by the **Developer** and the **Owner** under no circumstances shall be in any manner liable for the same.

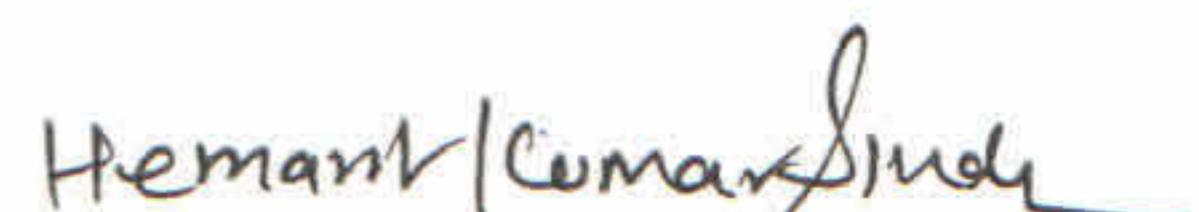
9.12 The Developer shall be liable for the observance / compliance of all the laws, rules and regulations governing the employment of such employees / workmen / personnel and the payments of wages and emoluments or other dues, statutory or contractual.

9.13 Any claim raised by any such employees or work personnel shall be against the Developer, and in the event a claim is raised by such employees or personnel against the Owner the same shall be defended by the Developer who shall come forward and declare that it is the entity which has employed / contracted / out-sourced the said employees / personnel and that the Owner have no concern whatsoever with the said employee / personnel and is not liable or responsible for any claim, civil or criminal, by such employee / personnel. If the owner suffers any damages or loss due to those in that case the developer shall pay the same to the owner.

9.14 That Developer shall further be liable to pay and discharge all the taxes / statutory levies / which may be levied and become payable under or any law or rule as may be applicable to the Developer in respect of the construction of the said Project.

9.15 That if any External Development charges, Internal Development Charges and/or any such charges relating the development of the area are levied by any local body or authority or competent authority the same shall be shared between the parties or their nominee(s)/purchasers in equal ratio.

9.15 (a) That if in future due to any act or default of developer the owner suffers loss or damages in any manners; the developer shall pay the same to the owner and vice versa.



**9.16 That the Owner shall:**

- (a) cause the Developer to give all necessary or usual notices under any Applicable Law affecting the demolition, clearance and the development of the Said Plot, as may be necessary, in respect of development of the Said Project on the Said Plot provided that all costs, fees and outgoings incidental to or consequential on any such notice shall be borne by the Developer alone.
- (b) during the course of the development, construction and Completion of the Said Project on the Said Plot comply and/or procure compliance with, all conditions attached to any Applicable Permissions that may be granted;

**9.17 LOANS BY THE DEVELOPER:** The Developer shall be entitled to secure any loan, advance, credit facility or financial arrangement that may be obtained/or availed and/or made by it for construction of the Project or payment of conversion charges, charges for enhanced FSI/FAR, etc. from any bank, Financial institution, etc. against the security of the entire land or constructed area in the entire project, **PROVIDED THAT:**

Developer shall have the sole liability for repayment of the loan along with interest.

The Owners shall not be liable and responsible for any such liability under any circumstances created by any lien, mortgage or loan obtained by the Developer.

The Developer shall secure the Owner by executing such indemnities or other deed(s) as may be required by the Owner to keep the Owner fully indemnified against all risks and loss(s) and injuries which may be suffered by the Owner due to any default and/or breach(s) by the Developer in the repayment of the loan and/or debt incurred by the Developer.

The Developer shall pay and discharge the liabilities incurred by it punctually and promptly and shall keep the Owners fully informed and indemnified at all times against any losses/costs/risks.



Meen Baun



Hemant Kumar Singh

The Owner shall facilitate, sign and execute all documents and do all such acts and deeds as may be necessary for creation of mortgage over duly demarcated agreed portion of land. In any manner the owner shall not be responsible/ liable for the same in any manner and all the liability or responsibility shall be to developer.

**10. Mutual and/or Joint Obligations:**

10.1 In event of any compulsory acquisition/requisition of the Said Plot or any part thereof or publication of any notification and/or declaration and/or notice for the compulsory acquisition/requisition of the Said Plot or any part thereof before the Completion Date or the demarcation and division of the respective allocations of the Parties, whichever is later, both the Parties shall jointly contest the same entitlements arising herein.

10.2 All the land revenue, Taxes, Charges and levies in respect of the Said Plot after the date of execution of this Agreement and all taxes or levies or charges, if any imposed by the Government or any local/state/central authorities either retrospectively or as the case may be, shall be borne by the developer.

**11. Construction:**

11.1 Subject to:

(a) the handing over of the Vacant Possession of the Said Plot by the Owner to the Developer in terms of this Agreement;

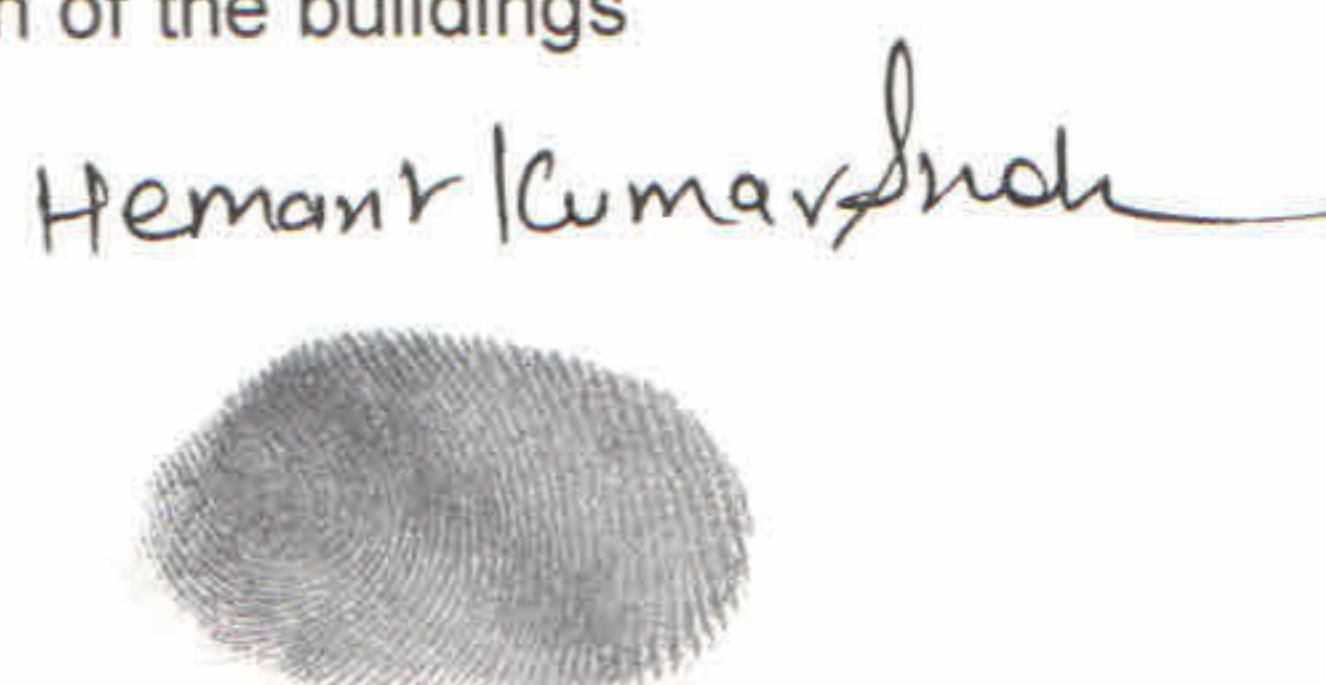
(b) the title of the Said Plot being free and remaining (through the period of development and/or construction of the Said Project and/or subsequently) free from all Encumbrances, litigations and other Charges etc.;

(c) the Force Majeure Events or circumstances;

(d) all the necessary and requisite Applicable Permits being duly obtained;

the development and construction of the Said Project and bringing the same to the stage of completion and occupation of the buildings

  
Shreeram Damodar

  
Hemant Kumar Singh

comprised in the Said Project will be completed in a phased manner (details whereof shall be prescribed by both the parties from time to time) by the Developer within the period prescribed in the Applicable Permissions (including sanction of building plans by the concerned Government Authority) and in any case, within a maximum period of 24 (twenty four) months from the date of sanction of all the Applicable Permission including development/building plans/floor plans by the concerned/relevant authorities.

On completion of the formation, development and construction of the Said Project, the Architect shall issue a certificate of completion and thereupon the Owner along with Developer shall apply and obtain the required completion certificate or occupancy certificate from the authorities and thereafter the parties shall be entitled to deal in their respective allocated spaces as owners thereof.

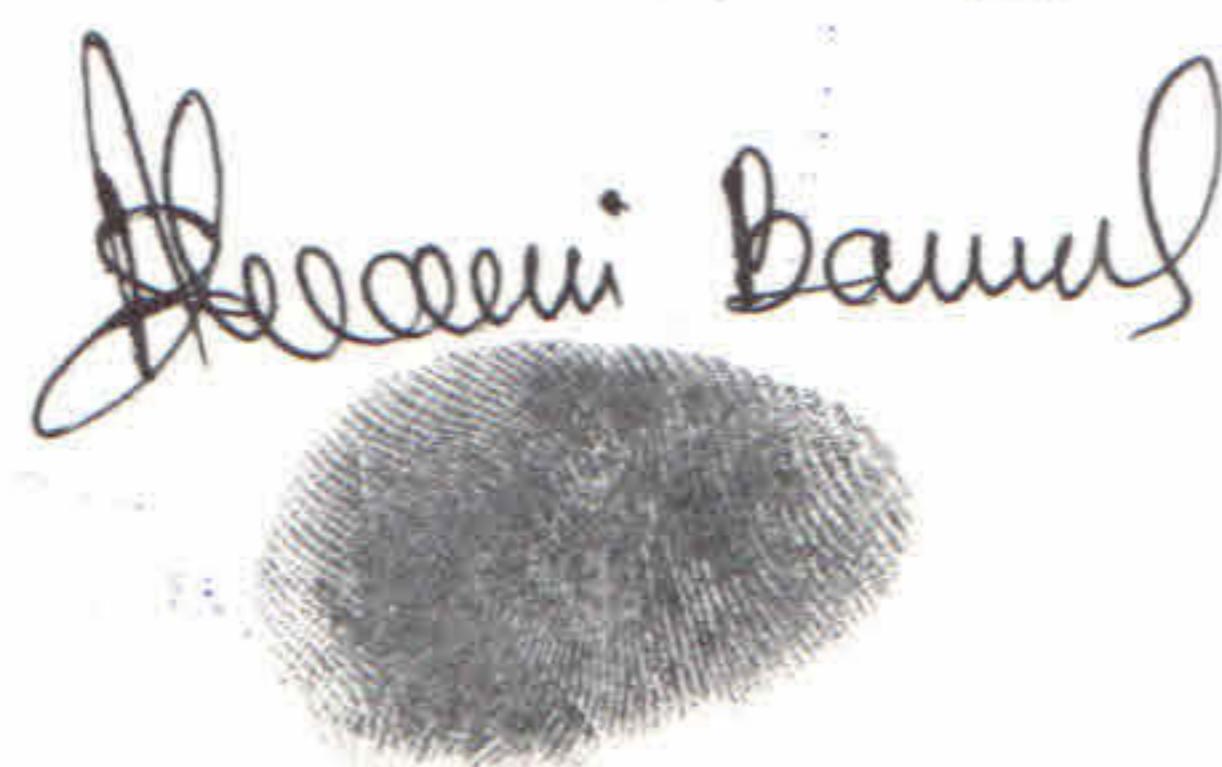
(e) the entire constructed saleable area owned by the Owner/ First Party as mentioned herein before shall, along with proportionate land absolutely vest in the Owner/ First Party and the Owner/ First Party alone shall be entitled to either retain or execute sale deed of the same at his own discretion by his own signatures without any interference by the Second Party or its successors or legal representatives, executors, assignees or nominees.

(f) similarly the entire constructed saleable area owned by the Builder/ Second Party as mentioned herein before shall, along with proportionate land, absolutely vest in the Builder/ Second Party and the Builder/ Second Party shall alone be entitled to either retain or sell the same by its own signatures without any interference by the First Party or his heirs, legal representatives, executors or assignees or nominees.

#### TERMINATION

Grounds for Termination: This Agreement may be terminated at any time subject to:

By mutual written consent of the Owner and the Developer; or by any Party, at any time, in order to comply with the laws of any Government Authority having jurisdiction over that Party; or

  
Neelam Bawali  
Hemant Kumar Singh

In the event the said land is rendered unavailable for the development of the said Project due to any reasons beyond the control of the Owner or the Developer.

By the Developer in case the Owner violates the terms and conditions recorded hereinabove. And in that case the owner shall be liable for the loss or damages incurred by the developer and owner shall settle all the accounts with developer before taking the possession of the land.

By the Owner in the circumstance of a breach or default by Developer in its obligations set out under this Agreement, resulting in termination of this Agreement in consonance with provisions of prevailing law. And in that case the developer shall be liable for the loss or damages incurred by the owner

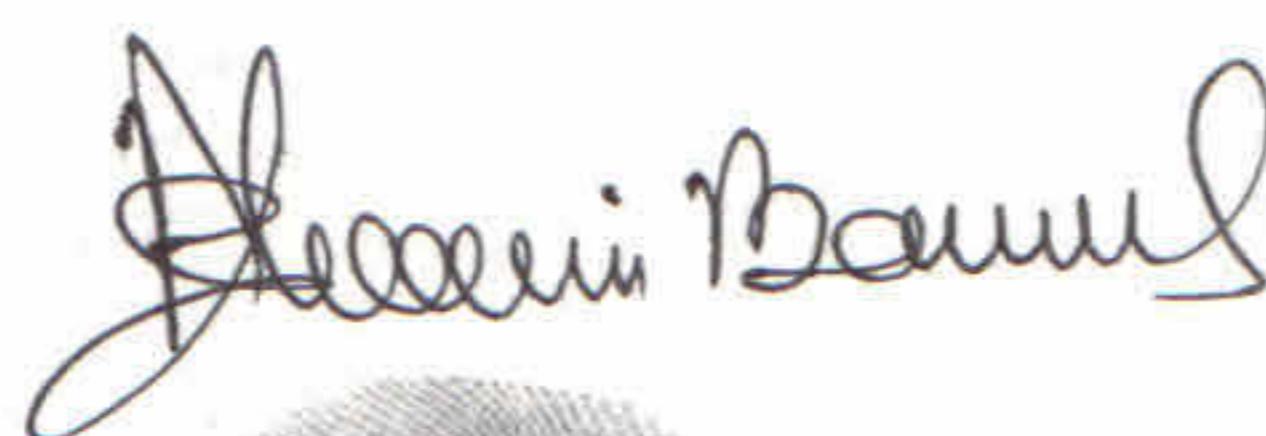
In the event the Owner fails to hand-over physical vacant possession of the said land as agreed under Clause 7 hereinabove.

#### **12. Maintenance of the Said Project:**

12.1 From completion of the development and the construction and conveyance of the built-up area to the prospective Transferee(s) till formation of Resident Welfare Association/Society, the Said Project shall be maintained solely by the Developer or their nominee. All the present or future owners, occupants, who would use the Common areas, facilities and amenities, shall be governed by the rules framed by Developer and/or the Maintenance Agency so nominated by the Developer from time to time. On handing over the possession of the respective units/shops to the transferee(s) or to the Owner the maintenance of the Said Project will exclusively rest with the Developer; and the Developer and/or its nominee/maintenance agency shall alone be entitled to realize the maintenance charges, costs & expenditure of such work of maintenance from the Owners/Occupants or prospective buyers of the developed units.

#### **13. Space Allocation:**

13.1 In consideration of the respective obligations of the Parties, it has been agreed by and between the Parties hereto that after all Applicable Permits including the sanction of the Plans by the concerned authorities for construction are obtained, the Developer



*Hemant Kumar Singh*

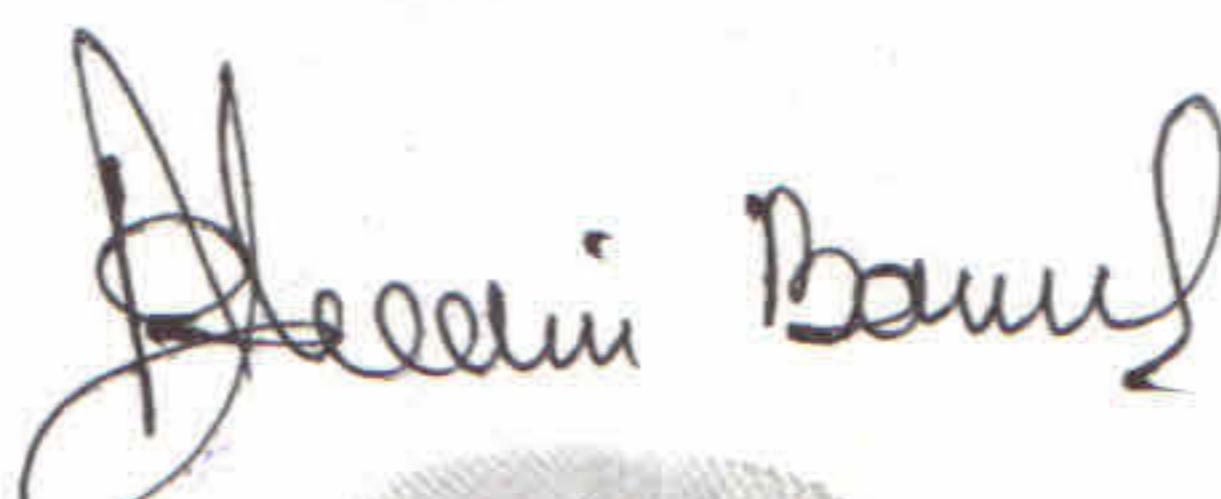


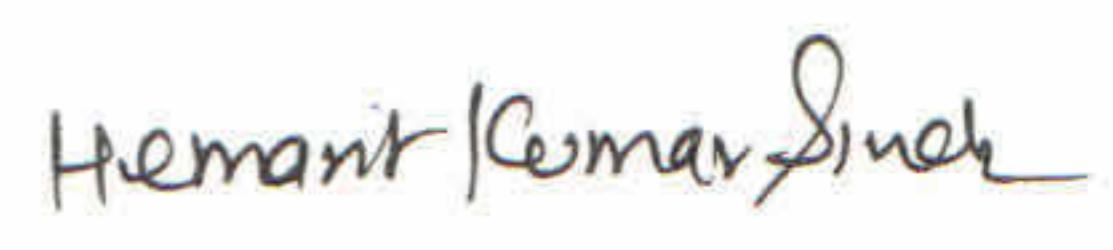
*Hemant Kumar Singh*



shall commence construction and the whole of the constructed area shall form part of the Said Project. The Said Project shall be comprised in various units, constructed spaces, including areas, which comprise of saleable areas, super areas, basements, terraces, common open spaces, Easements etc. and green belts, car parking spaces, etc. and also any other open spaces, which may be available for use for parking of cars, shall be divided into two parts – namely, "the Owner's Allocation" and "the Developer's Allocation" and, both the Parties will carry out the demarcation of their respective allocated areas, which are to be offered for sale to the buyer/occupants. The area allotted to each of the Parties shall be tentatively marked in the draft and approved Plans. Any increase or decrease in the area allotted to any Party shall be suitably and equitably adjusted inter se by and between the Parties at the time of actual measurement after the structures and spaces have been built and physically demarcated in the Said Project. The Owner and the Developer shall be given built up space in the Said Project in proportion to their share vertically/horizontally or contiguously, judiciously and equitably. If due to any technical difficulty or otherwise, both the Parties are not able to share the unsold covered and uncovered built/unbuilt area of the Said Project and the Common areas, facilities and amenities in the aforesaid proportion, then, in order to enable the Parties to retain their respective shares, each Party shall be entitled to such built-up space/area of the Said Project in the said proportion of 25% : 75%.

13.2 Both the Parties shall be entitled to retain or let out or Transfer out of their respective allocations of the Said Project as detailed above, any units or commercial space or spaces in the Said Project to be put up at the Said Plot to such Person(s) as they deem fit, provided that they shall not make any Transfer contrary to the Applicable Law and norms or any other Government Authority concerned with the matter and shall execute and register proper Sale Deeds/Title Deeds/ Perpetual Sub-Lease Deeds in favour of the Transferees/ Purchasers in respect of their respective allocations in the Said Project and further provided that the neither Party shall Transfer or offer to Transfer any part of their Allocation to any Person whatsoever at a price lower than or terms and conditions other than that fixed or determined between the parties.

  
Jitin Bawali

  
Hemant Kumar Singh

13.3 The both Developer and owner shall be entitled to exclusively market and sell the proposed constructed spaces in the Said Project forming part of their Allocation.

**14. Marketing:**

14.1 'The final marketing, selling and advertising plan' and 'the pricing of the Units in the Said Project' shall be determined and finalized by the parties on mutually agreed terms but all activities related thereto shall be exclusively carried out by the Developer and/or its group companies, Associates, Affiliates, etc., in any manner as they deem fit. The Owner shall be kept informed at all stages Provided that the same is carried out under the brand name. The expenses shall be borne by the developer.

14.2 On the approval of the Plans for the Said Project (covering the Entire Area of the Said Plot) by the concerned competent authorities, the Developer will be entitled to formally launch the Said Project and sell the proposed construction forming part of the Developer's Allocation under it's brand name and collect the advances and make bookings on such terms and conditions as it may deem fit and proper. PROVIDED ALWAYS that The Owner's share in the Project shall only be marketed by the Developer if it is so authorized to do so by the Owner and on such terms as may be decided and finalized by the Owner.

**15. Power of Attorney:**

15.1 That the Owner undertakes to irrevocably constitute the Developer and/or it's nominee(s) and/or it's assignee(s) as its registered General Power of Attorney for submitting applications to the Allahabad Development authority and/or Government Authorities or any concerned authority for obtaining all Applicable Permits including sanction of building plans and doing all acts, and things as may be required by the same and also for the sanctioning, development, construction and Completion of the Said Project and for all purposes mentioned in the said Deed of Power of Attorney till the duration and full implementation of this Agreement in all respects.

15.2 That upon execution of this agreement, the Owner shall also constitute the Developer vide the aforesaid irrevocable Power of

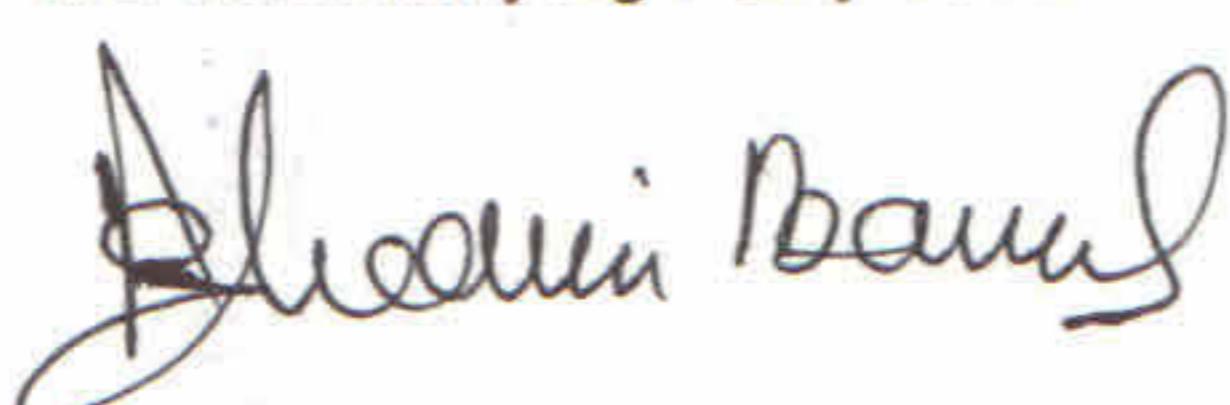

  


Attorney referred to hereinabove, as its attorney so as to enable the Developer to sell/ alienate the Developer's its Allocation arising out of this Agreement; i.e., the Developer shall be free to sell, lease, transfer, alienate or assign its share arising out of this Agreement in the said project area in any way to any number of Persons as it desires by way of above mentioned Irrevocable General Power of Attorney, given by the Owner to the Developer for this purpose. The abovementioned Power of Attorney shall be irrevocable in nature under all circumstances. The Owner shall not do or cause to do any act, which shall affect the Developer's right to sell, lease, Transfer or assign its right in the Developer's Allocation. PROVIDED ALWAYS that the Developer shall not hand over possession of any proportion of the sold space to the intended allottee before the completion of the entire Project.

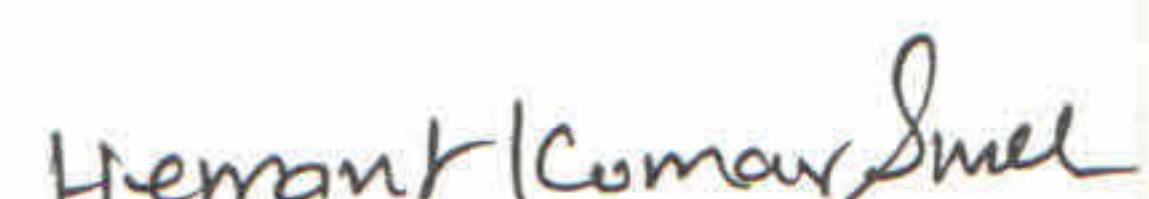
15.3 The Developer's and/or its nominees undertake in their capacity as a developer in terms of this Agreement and as an irrevocable attorney of the Owner not to do or cause to be done any act, omission or thing, which may, in any manner, contravene any Applicable Law or which may, in any manner, amount to misuse of any terms of this Agreement or breach of any other provisions of law or which may create a liability for the Owner and herein fully indemnify the Owner from any loss, harm or damage.

#### 16. Indemnity:

16.1 Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (hereinafter referred to as the "**Indemnified Parties**") harmless from and against any or all claims, losses, misrepresentations, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) (hereinafter referred to as "**the Damages**"), suffered or paid by either of the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by either of the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any terms of this agreement or obligations or covenant by either of the Indemnifying Party contained in this Agreement.



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Hemant Kumar Patel



**17. Sale Documents:**

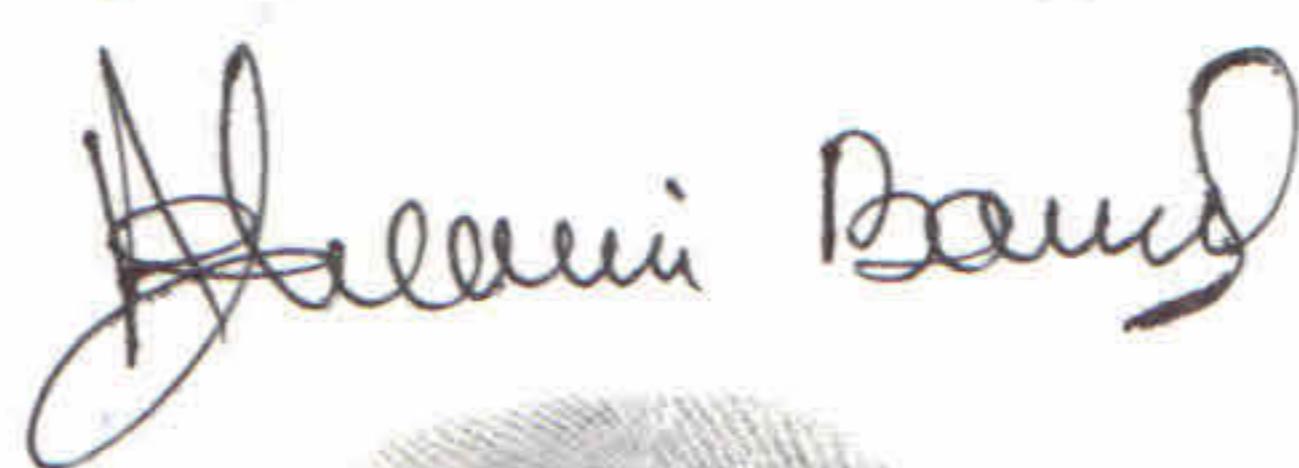
17.1 Upon completion of development and construction of the Said Project, the conveyance deeds/lease deeds and the sale letters of the respective units forming part of the Owner's Allocation shall be signed by the Owner and that of the Developer's Allocation shall be signed by the Developer. If required and requested by any prospective buyer/allottee, both the parties i.e Owner and Developer shall together execute sale deed/lease deed/conveyance deed in favour of the allottee/buyer.

**18. Dispute Resolution:**

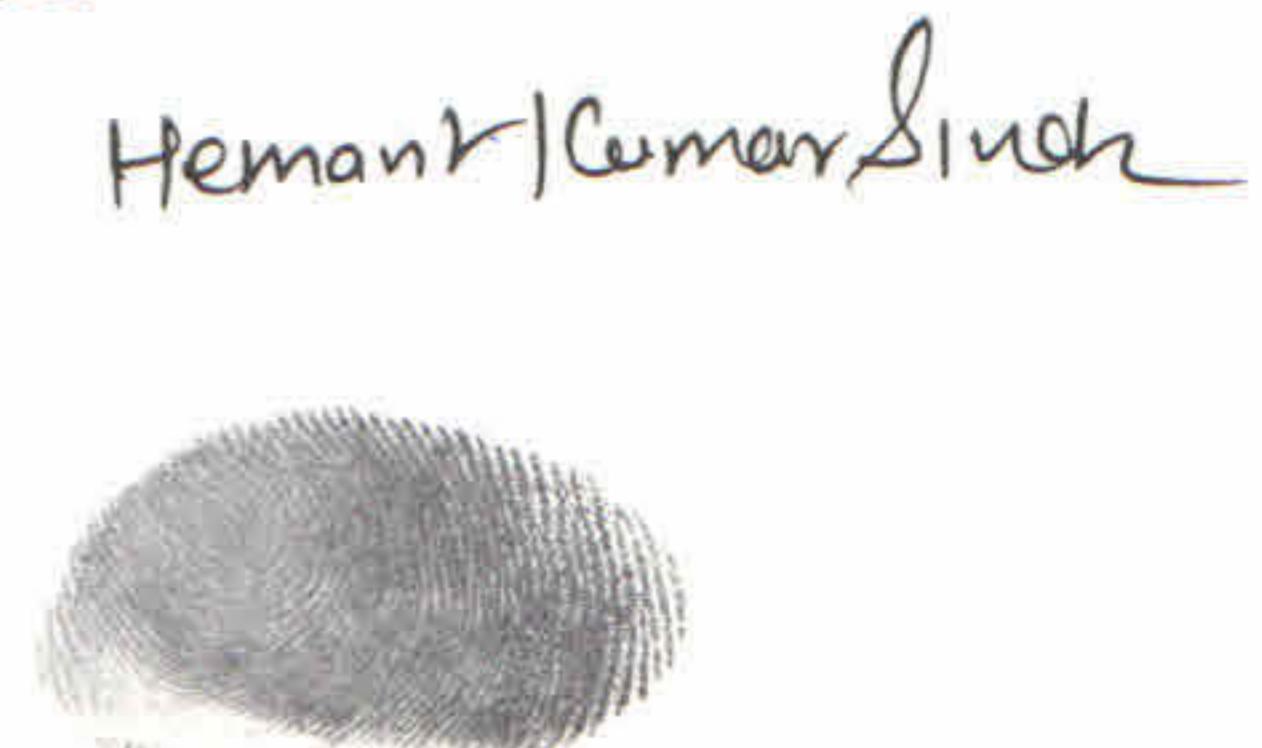
18.1 All disputes and differences between the Parties hereto arising or touching this presents or determination of any liability shall be resolved by mutual discussions between the Owner and Developer. Incase the same is not resolved mutually, then the same shall be dealt with to conciliation in accordance with the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof, to a Sole Arbitrator. Both the Parties shall agree upon an Arbitrator whose decision shall be final and binding on the Parties. The Parties shall bear and pay their respective costs, charges and expenses of the arbitration proceedings. The place of arbitration shall be at Allahabad.

18.2 The work of development of the Said Plot and/or Completion of the Said Project and/or any other matters incidental to this Agreement shall not at any time or during pendency of any dispute resolution exercise whether by negotiation, mediation or arbitration, be stopped, prevented, obstructed or delayed by either Party in any manner whatsoever.

18.3 During the pendency of any dispute resolution exercise whether by negotiation, mediation or arbitration, the Parties shall continue to perform their obligations, which are not subject to such negotiation, mediation or arbitration. However, during the pendency of Arbitral Proceeding, the development work under this Builder's Agreement shall not be stopped in any circumstances.

  
Hemant Kumar Singh



  
Hemant Kumar Singh



**19. Jurisdiction:-**

19.1 In case of any dispute arising out of or in connection with this Agreement and its stipulations between the parties or any part of this Agreement and any matter arising out of this agreement in furtherance of arbitration proceedings, the only place of jurisdiction shall be at the appropriate court(s)/ forum(s) at Allahabad.

**20. Communications and Notices:**

20.1 All documents to be furnished or communications to be given or made under this Agreement shall be in the English language and shall be in writing. All notices, communications, letters etc. required to be making, serving, communications in terms of the Agreement and/or under these presents shall be in writing and shall be deemed to have been duly made, served, communicated or received:

(i) immediately, if sent by facsimile transmission to the correct fax number of the addressee (with a confirming copy sent the same Business Day by registered post acknowledgement due or speed post acknowledgement due or by a reputed and recognized national or international courier service) or by hand delivery (with signed return receipt),

(ii) Within 72 (seventy two) hours of posting, if sent by prepaid registered post acknowledgement due or speed post acknowledgement due or by a reputed and recognized national or international courier service only if the notice or letter or communication is addressed to the other Party -

at the following addresses:

If to the Owner:

162, Bai Ka Bagh, Allahabad

If to the Developer:

Registered Office at 37, Elgin Road, Allahabad through its Director  
Shri Hemant Kumar Sindhi son of Late Jamuna Das, resident of 17,  
Industrial Colony, Naini, Allahabad



A handwritten signature in black ink, appearing to read 'Shri Jamuna Das'. Below the signature is a circular fingerprint.



A handwritten signature in black ink, appearing to read 'Hemant Kumar Sindhi'. Below the signature is a circular fingerprint.

20.2 If the Owner or the Developer changes its address or acquires any new address, telephone, facsimile for notices, communications and letters etc. required by or under this Agreement, the respective party shall immediately notify, in writing, to the other Party of that change as soon as may be practicable and in any event within 72 (seventy two) hours of such change or acquisition. Written notice required by this Agreement shall be deemed sufficient and adequate, if sent to the last known address of the Owner or the Developer in the manner provided hereinabove.

#### 21. Special Covenants:

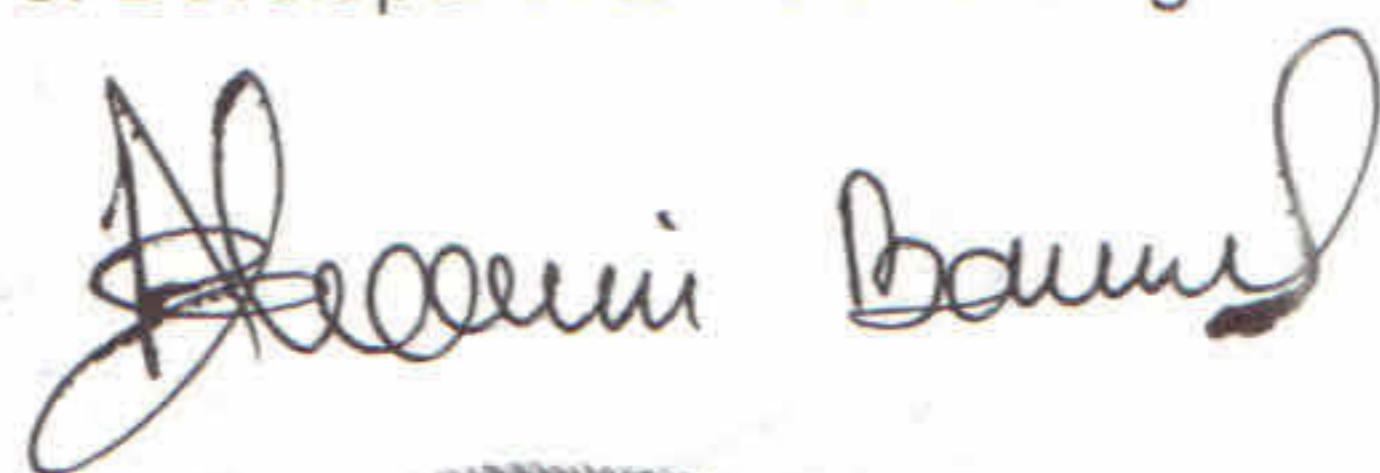
21.1 That the Parties hereto have agreed and undertaken to perform their part of this Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever, as may be necessary for implementing or giving effects to the terms of this Agreement.

21.2 Both the Owner and Developer shall Endeavour to work with the spirit of co-operation and shall not work towards the detriment of each other's interest or the interest of the Said Project.

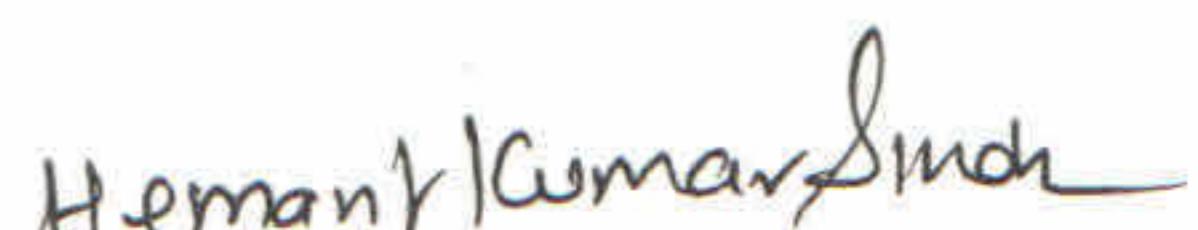
21.3 In entering into this Agreement, the Parties recognize that it is impractical to provide for every contingency that may arise in the course of the performance hereof. Accordingly, the Parties declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interest of any of them in accordance with the terms of this Agreement.

21.4 From time to time, the Parties shall take all appropriate actions and execute and deliver, or cause to be executed and delivered, such documents, agreements or instruments, which may be reasonably necessary or advisable to carry out any of the provisions of this Agreement.

21.5 From the date of the execution of this Agreement, the Owner will not do anything on or with respect to the Said Plot as well as around the Said Plot, which will have any Material Adverse Effect on the obligations of either Party under this Agreement in any manner whatsoever including the right of Easements and the rights of Developer in terms of this Agreement.



A handwritten signature in black ink, appearing to read "Hemant Kumar Singh".

A handwritten signature in black ink, appearing to read "Hemant Kumar Singh".



**22. Force Majeure Event:**

22.1 "Force Majeure Event" shall mean any event or circumstance or a combination of events or circumstances set out hereunder or the consequences thereof which affect or prevent the Party claiming force majeure ("Affected Party") from performing its obligations in whole or in part under this Agreement and which event or circumstance (i) is beyond the reasonable control and not arising out of the fault of the Affected Party, (ii) the Affected Party has been unable to overcome such event or circumstance by the exercise of due diligence and reasonable efforts, skill and care, and, (iii) has a Material Adverse Effect.

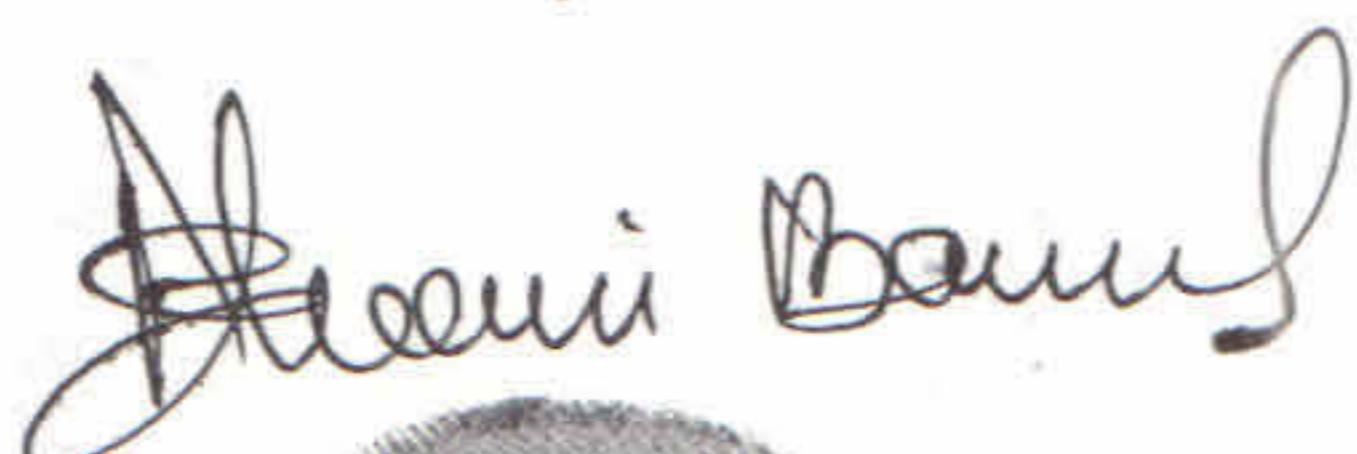
Acts of God or events beyond the reasonable control of the Affected Party, which could not reasonably have been expected to occur such as fire (to the extent originating from a source external to the Said Plot or the Said Project), flood, earthquake, storm, volcanic eruptions, typhoons, hurricanes, tsunami, hail storms, landslides, lightning explosions, whirlwind, cyclone, plagues, exceptionally adverse weather conditions affecting the development, construction and Completion of the Said Project on the Said Plot;

Radio active contamination, ionizing radiation;

Epidemic, famine, other epidemic quarantine;

An act of war (whether declared or undeclared), war like conditions, invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, rebellion, insurrection, terrorist or military action, nuclear blast/explosion, politically motivated sabotage or civil commotion;

Major structural repair and/or destruction of infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by Government Authorities and/or statutory authority, change of law, action and/or order by Government Authorities and/or statutory authority, Third Party action, governmental or other authority or any other act of commission or omission or cause beyond the control of the Party affected thereby;



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Hemant Kumar Singh



Any judgment or order of any court of competent jurisdiction or statutory authority in India made against Owner or Developer in any proceedings (which are non collusive and duly prosecuted by the Party) for reasons other than failure of Owner or Developer as the case may be or any Person claiming through or under it to comply with the Applicable Laws, Applicable Permits, etc. or on account of breaches thereof or of any contract, or enforcement of this Agreement or exercise of any of its rights under this Agreement;

The non-grant of the Applicable Permits for the Said Project and/or development of the Said Plot within the stipulated time for the reasons beyond the control of the Affected Party;

the Change in Law;

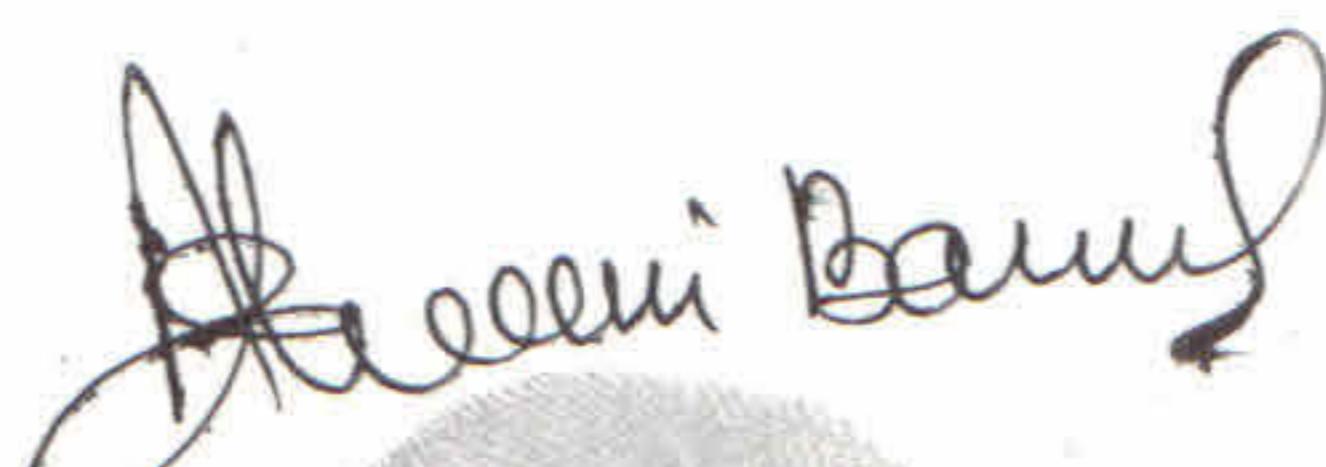
Any event or circumstances of a nature analogous to the foregoing.

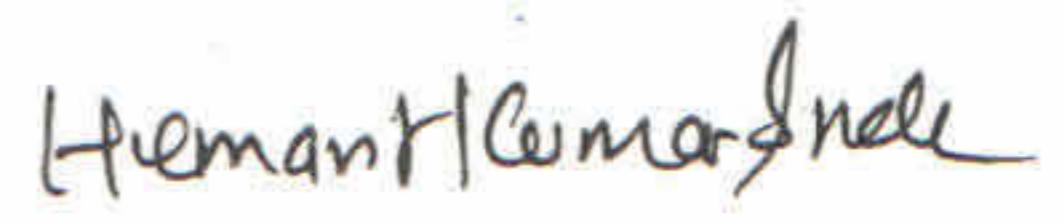
Neither Party shall be liable for its failure to perform or fulfill any of its obligations to the extent that its performance is delayed or prevented, after the execution of this Agreement in whole or in part, due to Force Majeure Event.

22.2 If a Party fails to perform any of its duties or obligations hereunder as a result of any occurrence described above, such party shall:

- i. give prompt written notice to that effect to the other Party as soon as practicable after such occurrence together with a statement setting forth reasonably full particulars concerning such occurrence, and
- ii. use reasonable efforts to remedy such occurrence as quickly as possible.

22.3 To the extent required by any such occurrence, performance hereunder by the Party affected shall be suspended during the continuance of any such occurrence (but for no longer period) and this Agreement shall otherwise remain unaffected.






**23. Binding Effect:**

23.1 That in pursuance of the due performance of the obligations and Parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties and their successors, administrators, liquidators, nominees and assigns etc. This Agreement shall be read along with all previous understandings/arrangements between the parties pertaining to the Said Plot.

**24. Assignment:**

24.1 The Developer shall be at any kind of liberty to assign or nominate all or any of its rights and obligations under this Agreement to the Group or any of its Joint Venture companies, subsidiaries, parent company and/or holding company all its obligations under this Agreement with the assistance of or in collaboration with them. The terms and conditions of the agreement shall be binding on the transferee.

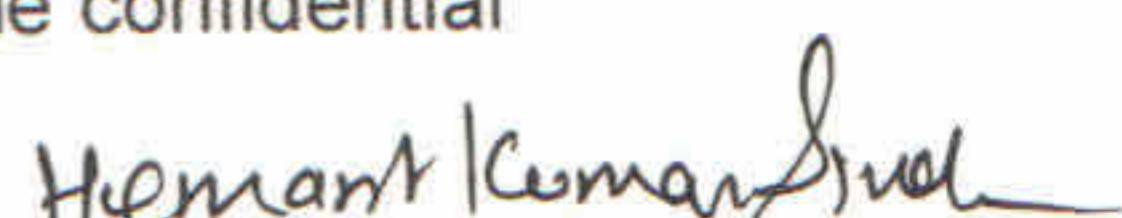
**25. Confidentiality:**

25.1 Both parties agree that the first public announcement of this transaction will be made only upon approval in writing by both parties of the form, content and timing of such announcement. After the first announcement, both parties are free to make any further announcements without seeking each other's specific approval. Either Party may disclose the existence of the transaction to its legal counsel, accountants, lenders, engineers, architects, interior designers, vendors, suppliers and other Persons, who need to be aware of the existence of the transaction. Either Party may disclose the existence of the transaction to the extent that such disclosure is required by law or court order, but in such case the other party must be first provided with a written notice thereof.

25.2 Subject to the what has been stated hereinabove of this Agreement, the Parties hereby agree to hold, and to cause their respective employees, agents, attorneys, solicitors, officers and representatives and also the class of the Persons which each of them represent in terms of the authority conferred upon them and/or its Affiliates, directors, officers, employees, representatives and agents to hold, in strictest confidence any and all of the confidential



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Hemant Kumar Singh



data, plans, proposals, or other material or any other information related to the transaction as contemplated between the Owner and the Developer not in the public domain concerning or utilized by the Developer and not to disclose any such information to any Third Party, except as reasonably may be required in the fulfillment of this Agreement or in connection with the Financing Agreements or obtaining loans or other credit under the Financing Agreements. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure - (i) of information that is in or enters the public domain other than by reason of a breach, by the Person receiving such information; or (ii) of information that was legally in the possession of the receiving Person prior to its disclosure to such Person; or (iii) required by law, regulation, legal process, or order of any court or governmental body having jurisdiction. Each Party shall be responsible for any breach of this Article by its respective employees, agents, attorneys, solicitors, officers and representatives and also the class of the Persons which each of them represent in terms of the authority conferred upon them and/or its Affiliates, directors, officers, employees, representatives and agents.

#### 26. Entire Agreement:

26.1 This Agreement alone represents and constitutes the entire agreement and understanding between the Parties with respect to the subject matter and matters dealt with herein. This Agreement supersedes any and all prior or previous understanding or agreement(s) or arrangement(s) between the Parties, whether written or oral, in relation to such matters, and any and all such prior or previous understanding or agreement(s) or arrangement(s) between the Parties stand rescinded and terminated and cancelled on the date of execution of this Agreement and only this Agreement shall govern the respective rights and obligations of the Parties to this Agreement. There are no prior understandings, representations or warranties except as expressly set forth herein and no rights are granted to either Party except as expressly set forth herein or subsequent to the date hereof in writing and signed by the Party or by a proper and duly authorized representative of the Party to be bound hereby. Each Party hereby acknowledges that in entering into this Agreement, it has not relied on any representation or warranty, save as expressly set out herein or in any document referred to herein.

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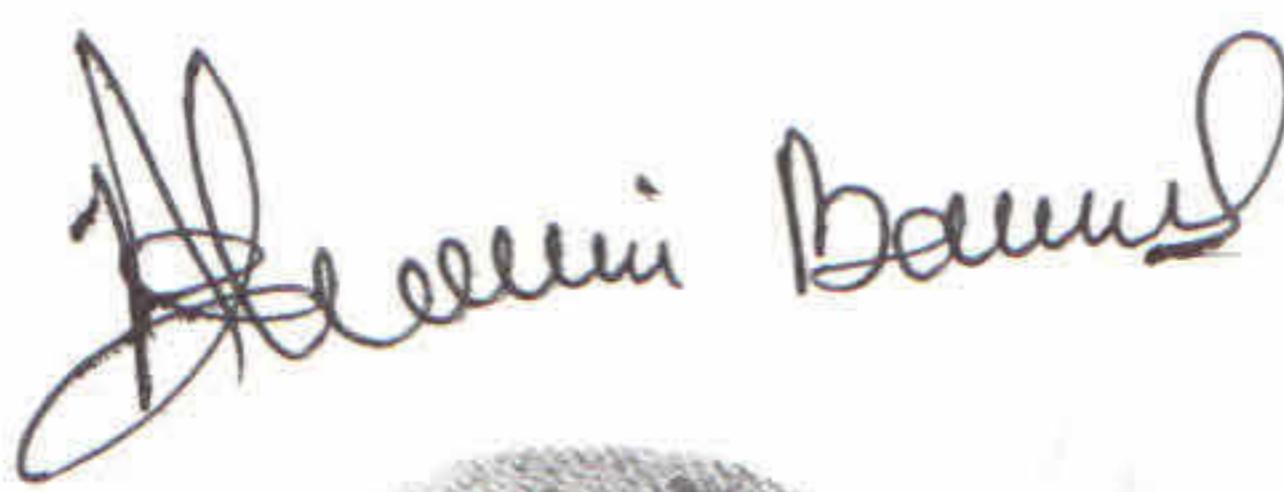
affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable or ineffective provision of this Agreement shall be replaced with a provision, which is valid and enforceable and effective and most nearly reflects the original intent of the invalid or unenforceable or ineffective provision and has the same commercial effect as the invalid or unenforceable or ineffective provision.

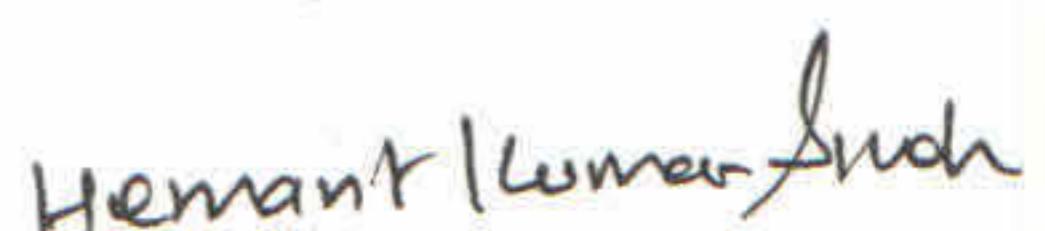
#### 27.4 Exercise of Rights & Availment of Remedies:

(i) The Parties hereto agree and declare that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and, therefore, at law or in equity, it may opt for claiming equitable relief, including specific performance and injunctive relief, and shall be entitled to an injunction or injunctions without the posting of a bond to prevent actual or threatened breaches of or defaults under this Agreement and/or to enforce specifically the terms and provisions of this Agreement.

(ii) Each right, power and remedy provided for herein or now or hereafter existing by law or in or otherwise shall be cumulative and shall also be in addition to and without prejudice to all other rights, powers and remedies available to that Party in law or equity, and the exercise or the forbearance of exercise by either party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of all or of all such other rights, powers or remedies. No exercise or failure to exercise or delay in exercising such right, power or remedy by either party shall constitute an automatic waiver by that Party of any such other right, power or remedy.

(iii) Either Party may release or compromise the liability hereunder of the other Party or grant to that Party time or other indulgence without affecting the liability of that Party or the right of the Party granting such time or indulgence.



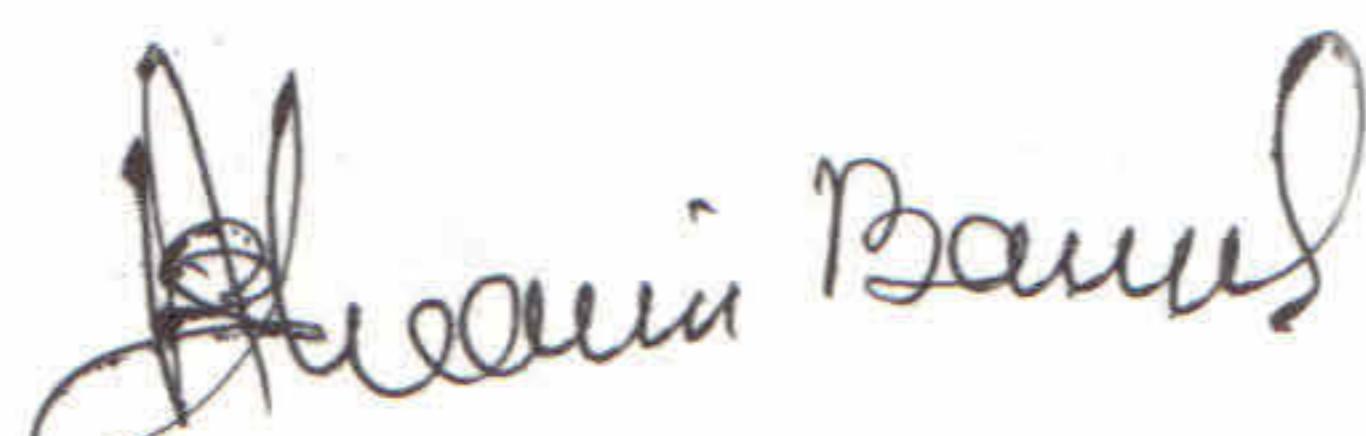
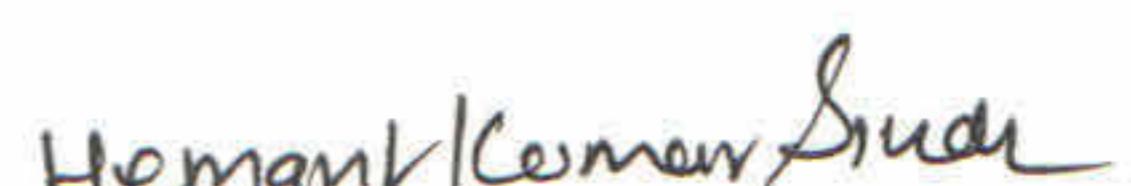



## 27.5 Waiver:

(i) Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on occasion will not be deemed to be waiver of the same or any breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation of the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that it may otherwise have, in law or in equity. However, the waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Agreement, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

(ii) No forbearance, indulgence or relaxation or inaction by any Party hereto at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver or acquiescence by any Party hereto of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

(iii) That the failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision.


27.6 Principal to Principal Basis:

This Agreement is not and shall not however, be deemed to either create any partnership or similar relationship between the Parties hereto and the relationship between the Parties is on a principal to principal basis and at an arm's length and the same shall never be deemed to constitute one as the agent of the other except to the extent specifically recorded herein. Nothing contained herein shall confer, on any Party, the authority to incur any obligation or liability on behalf of the other Party or bind the other.

27.7 Authority:

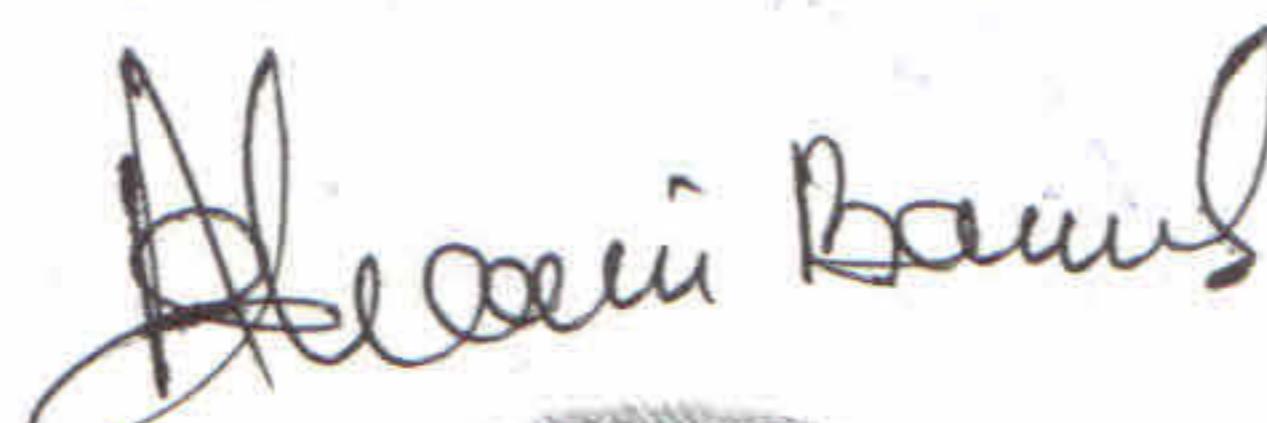
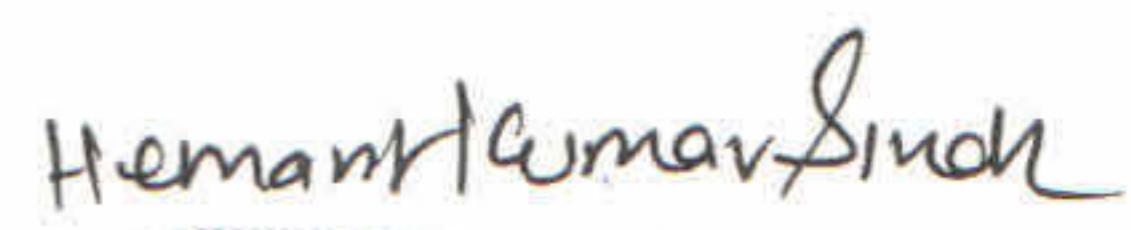
Each of the Party to this Agreement viz. the Owner and the Developer hereby undertake and declare that they have the necessary power and authority to enter into this Agreement and the respective signatories signing and executing this Agreement on their respective part have the necessary authority and power to enter into, sign and execute this Agreement. The signatories to this Agreement also personally covenant that they are each duly authorized to execute this Agreement on behalf of the respective party whom they represent.

27.8 No acts to jeopardize the Agreement:

Parties shall not to do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents is cancelled, terminated or otherwise jeopardized.

27.9 No acts to invalidate the Agreement:

The Parties shall not do any act, deed, matter or thing whereby or by means whereof the licence and/or approval granted by any authority for the development of the Said Plot is or may be or likely to be cancelled, terminated or otherwise made valid and inoperative;


27.10 Performance of all acts for compliance with laws:

The Parties shall perform all acts including signing any documents, papers, returns or compliance with all applicable State or Central laws or terms of license/sanctions, etc. for the development of the Said Plot.

27.11 Tax Liability:

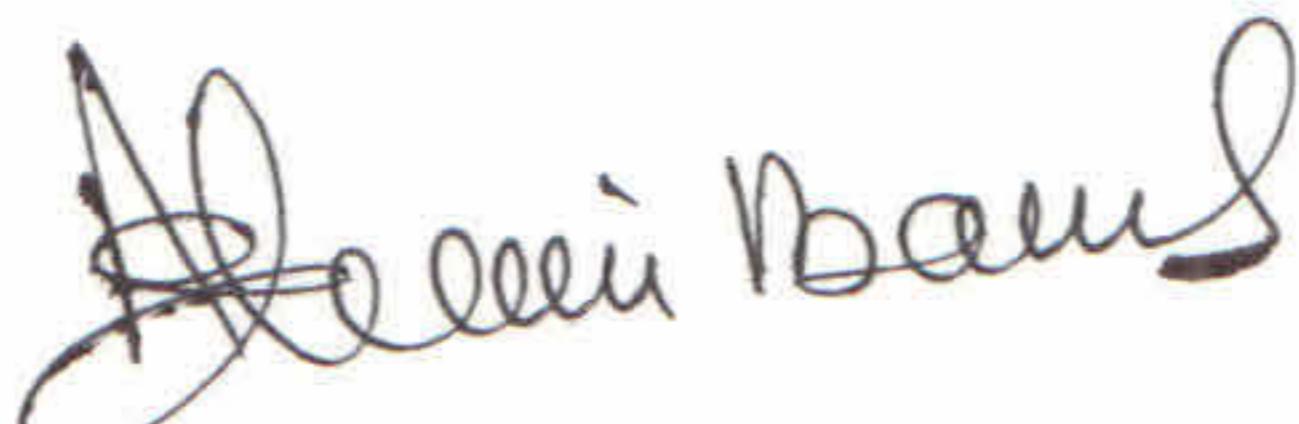
a. The Parties shall be responsible and liable in respect of Tax and/or other statutory liabilities with respect to their respective share of the covered and uncovered built/unbuilt area of the Said Project and shall directly meet their respective requirements in this regard.

b. The capital gains tax, if any, that may be leviable on the Developer with respect to the Transfer of any rights in the Developer's Allocation in the Said Project to the Transferee, as the case may be, shall be borne by the Developer and the capital gains tax, if any, that may be leviable on the Owner with respect to the Transfer of rights in the Said Plot or the Said Project shall be borne by the Owner.

27.12 The Parties represent that they have read the whole of this Agreement and further state that the Parties shall be bound by all the terms and conditions hereof including the material details hereof.

**Registration :**

All costs and expenses including stamp duty and charges and levies as may be found to be payable on the registration of this agreement or any other document arising out of this agreement shall be paid by the Developer.


Hemant Kumar Saini


SCHEDULE OF PAYMENT

i) Rs. 1,00,00,000.00 Vide Bank Draft No. 954862  
dated 19.10.2013 drawn on The  
Federal Bank Limited, Allahabad.

ii) Rs. 50,00,000.00 Vide Cheque No. 595807 dated  
19.10.2013 drawn on The Federal  
Bank Limited, Allahabad.

Total Rs. 1,50,00,000.00 ( Rupees One Crore and Fifty Lac) only.

DETAILS OF PROPERTY

ALL THAT Piece and parcel of land Arazi No. 144, Area – 680 Sq. Mtrs.; Arazi No. 146(Minjumla), Area – 2250 Sq. Mtrs.; Arazi No.147, Area – 2760 Sq. Mtrs.; Total 3 Gata; Total Area – 5690 Sq. Mtrs.; All Araziyats situated in Village – Dabhaon, Pargana – Arail, Tehsil – Karchana, District – Allahabad and bounded as below:

North - Chak Marg

South - Arazi No.140,141 and 143 (Minjumla)

East - House of others

West - Arazi Nos. 145 and 148

And also shown to be bounded by Red Lines in annexed plan.

Valuation of property for the purposes of payment of stampDuty.

Area = 5690 Sq. Meters

i) Value of Land @ Rs. 4,700/- per Sq. Meters

  
Hemant Kumar Singh

  
Hemant Kumar Singh

= 5690 Sq. Mtrs. X Rs. 4,700/-  
 = Rs. 2,67,43,000/-

Stamp of Rs. 18,72,010/- is payable on Rs. 2,67,43,000/- as per  
 G.O. No. 2756/11 dated 30.6.2008 of U.P. Govt.

**Stamp of Rs. 18,72,100/- is paid.**

IN WITNESS WHEREOF the parties hereto have signed and set  
 their hands on the day, months and year first above-mentioned in  
 the presence of witnesses.

TULSIANI HK INFRAHOUSING PVT. LTD.  
 Arun Kumar Singh

(Builder Second Party)  
 DIRECTOR



Deepak Bawali  
 (Owner First Party)



Witnesses:-

1. Rajendra Bawali   
 Advocate Court  
 S/o Late Salik Ram Singh 19/10/13  
 R/o 5-B/1, Minto Road,  
 Allahabad



2. Arun Kumar Singh   
 Advocate  
 S/o Sri Rajendra Singh  
 R/o 570/475 Colonel Ganj Allahabad



Drafted by:

Rajendra Bawali   
 Advocate  
 Civil const. Allahabad

Typed by

Arun Kumar Singh

SHILL

0000050592



विलासीलाल अर्पण  
26743000/-

निःशुल 10000/- आरोप 2-- निःशुल 10000/-  
9 फेब्रुअरी 1000/-

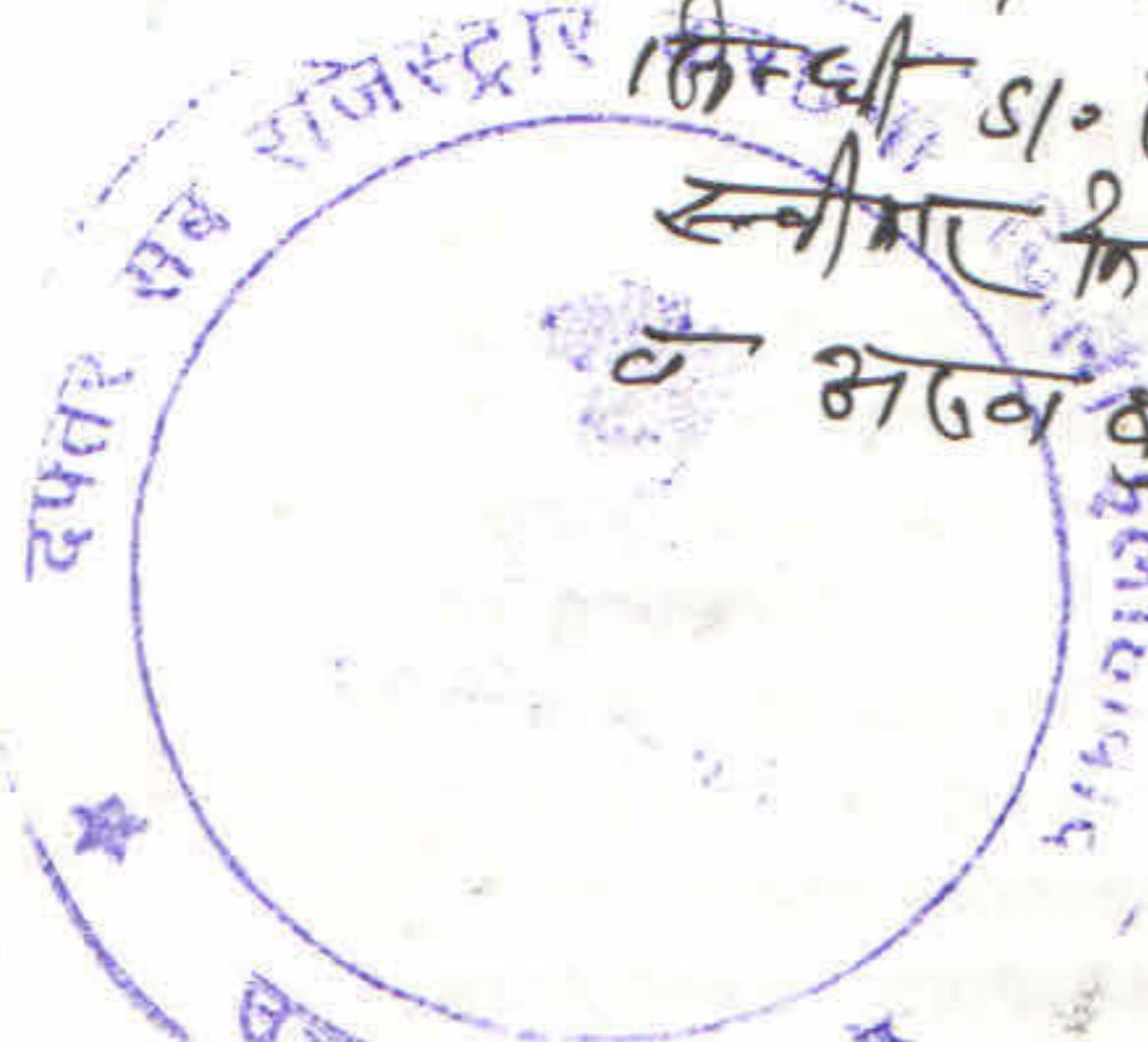
*Hemant Kumar*

मेरी माल दिनांक 21/10/2013 का प्राप्त 9 वर्षों के सदृश नाम  
रामेश्वर कमीशोर दिनांक 19/10/2013 हमारे कुमार विश्वास 510 लि.  
जमुना बाबू तिम 17 इडालैमल वाली निमी डलाडमार्क के निवास हुआ  
पर पहुंचा। वहां पुरे सुनिट 50। इसके बाहर उपलब्ध हुआ इसकी  
वास्तव तिम 162 वार्ड का वहां डलाडमार्क ने कमटोटी लाईपर पर  
बैठकर खिलाकर बुरक ने तटक भालैकपल के प्रस्तुत किया।

*S.R.*  
चप निबन्धक  
काशना-इलाहाबाद

इस लेख पत के विषयार्थी का पहर रुक्मिणी उक्त दोष पोष  
बर्ताव 510 लि. द्वारा बास्तव तिम उपलब्ध हुआ पहा हमारे कुमार  
विश्वास तिमी विश्वास विश्वास विश्वास विश्वास विश्वास  
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*S.R.*  
चप निबन्धक  
काशना-इलाहाबाद



*Hemant Kumar Singh* *Ram* *Arun Kumar Singh*  
21.10.13

*Hemant Kumar Singh*



उपरोक्त लिखित के अनुष्ठ  
प्रधान लाल कमीशोर विश्वास  
चप निबन्धक  
काशना-इलाहाबाद  
21.10.13

त्र सं० 13-50,000 पुस्तके (डी०टी०पी०/आफसेट)।

133

(भाग 1)

(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रक्खा जाने वाला)

क्रम-संख्या B 21/10/13

प्रार्थना-पत्र प्रस्तुत करने का दिनांक 296203

तो या प्रार्थी का नाम डॉ. न. के नाम

प्रकार

की धनराशि विलेखन

नस्ट्रीकरण शुल्क

तिलिपिकरण शुल्क

रीक्षण या तलाश शुल्क 26743000

आरनामा के अधिग्रामणीकरण के लिए शुल्क

ग्रीष्मन शुल्क

बैध

त्रक भत्ता

क का योग

दूल करने का दिनांक

ब लेख्य प्रतिलिपि या तलाश प्रमाणात्मक

ने के लिए तैयार होगा

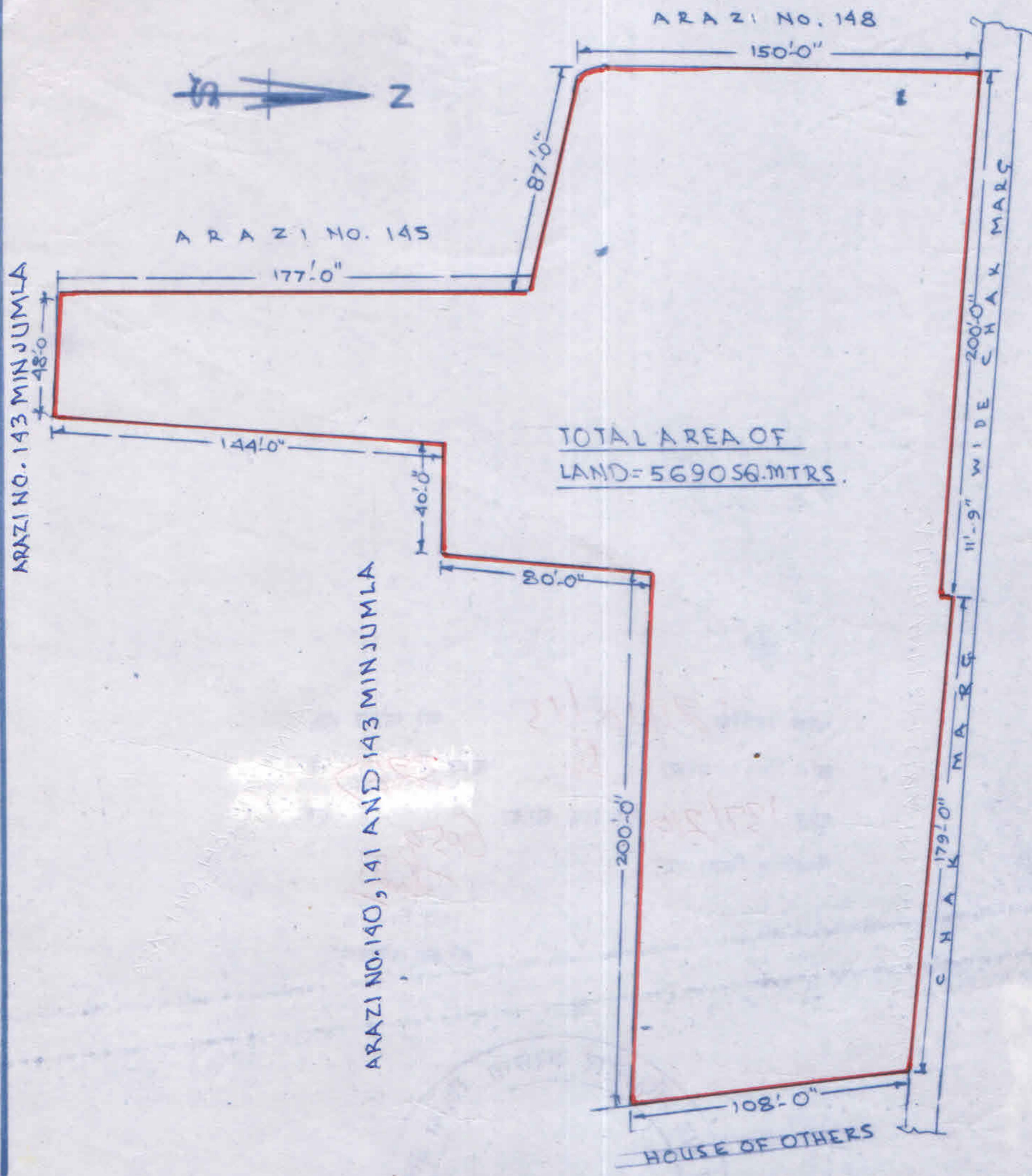
रण अधिकारी दे हस्ताक्षर

स०य०पी०-०१ निबन्धन

सं० 13-50,000 पुस्तके (डी०टी०पी०/आफसेट)

21/10/13

SITE PLAN OF BHUMIDHARI ARAZI NOS. 144, 146 (MINJUMLA) & 147  
TOTAL AREA 5690 SQ.METRES, ALL ARAZIYAT SITUATED IN MAUZA  
DABHAON, PARGANA ARAIL, TAHSIL KARCHHANA, DISTRICT ALLAHABAD.



  
Deepti Basu

OWNER

  
Hemant Kumar Singh  
DIRECTOR

BUILDER

आज दिनांक 21/10/13  
प्रति प्रक्रिया संख्या 1  
पृष्ठ 137/20 पर छान संख्या  
निर्दिशित किया गया।

को फोटो स्टॉ

दांड 328) के

6050

*Final*

उप निवायक

करक्कना-कल्लिमाल

