

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Pratham Jaiswal, ACC Code-UP14100904
ACC Add -127/157 Puri Bani Kyodan Prayagraj
License No - 960001016-8-1859233
Tehsil & District Sadar, Prayagraj

₹62,72,000

Certificate No.

IN-UP98169756616417U

Certificate Issued Date

24-May-2022 10:56 AM

Account Reference

NEWIMPACC (SV)/ up14100904/ ALLAHABAD/ UP-AHD

Unique Doc. Reference

SUBIN-UPUP1410090486053525797733U

Purchased by

MS DIVANSH REALTY LLP

Description of Document

Article 5 Agreement or Memorandum of an agreement

Property Description

KHASRA NO.717K,719,720 VILLAGE GADDOPUR PHAPHAMAU
SORAON PRAYAGRAJ MORE DETAILS AS PER DEED

Consideration Price (Rs.)

DHRUVA KUMAR ARARWAL AND OTHERS

First Party

MS DIVANSH REALTY LLP

Second Party

MS DIVANSH REALTY LLP

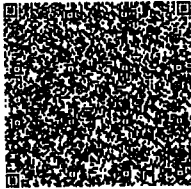
Stamp Duty Paid By

62,72,000

Stamp Duty Amount(Rs.)

(Sixty Two Lakh Seventy Two Thousand only)

₹62,72,000



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Pratham Jaiswal

Agarwal

Ravi Agarwal

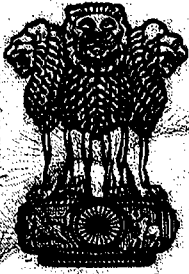
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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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3. In case of any discrepancy please inform the Competent Authority.



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

Pratham Jaiswal, ACC Code-UP14100904
ACC Add -127/157 Pura Gaudi Khandari Prayagraj
License No-776/Mobile-818599232
Tehsil & District Sadar, Prayagraj

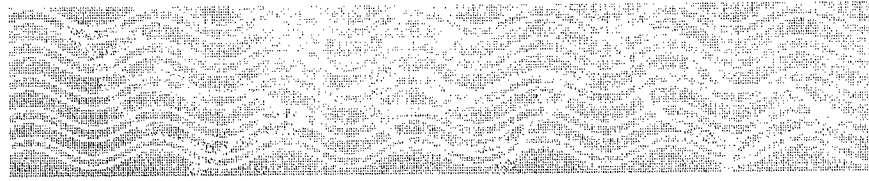
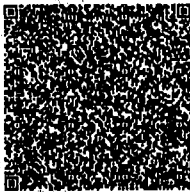
₹15,68,000

e-Stamp

Base Certificate No. : IN-UP98169756616417U
Certificate No. : IN-UP98306701070810U
Certificate Issued Date : 24-May-2022 11:50 AM
Account Reference : NEWIMPACC (SV)/ up14100904/ ALLAHABAD/ UP-AHD
Unique Doc. Reference : SUBIN-UPUP1410090488048177097444U
Purchased by : MS DIVANSH REALTY LLP
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : KHASRA NO.717K,719,720 VILLAGE GADDOPUR PHAPHAMAU
SORAON PRAYAGRAJ MORE DETAILS AS PER DEED
Consideration Price (Rs.) :
First Party : DHURVA KUMAR ARARWAL AND OTHERS
Second Party : MS DIVANSH REALTY LLP
Stamp Duty Paid By : MS DIVANSH REALTY LLP
Stamp Duty Amount(Rs.) : 15,68,000
(Fifteen Lakh Sixty Eight Thousand only)

₹15,68,000

₹15,68,000



Please write or type below this line

IN-UP98306701070810U

Dhruva Kumar Ararwal
Agarwal

Rajiv Agarwal

Anurag

0000378490

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
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प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सोराँव प्रयागराज क्रम 2022020009113

आवेदन संख्या : 202200888006525

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2022-05-24 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम अनुराग अग्रवाल

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की श्रमराशि 112000000 / 112000000.00

1. रजिस्ट्रीकरण शुल्क 1120000

2. प्रतिलिपिकरण शुल्क 100

3. निरीक्षण या तलाश शुल्क

4. मुछतार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 1120100

शुल्क वसूल करने का दिनांक 2022-05-24 00:00:00

दिनांक जब लेख प्रतिनिधि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2022-05-24 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सोराँव, 2022-05-24

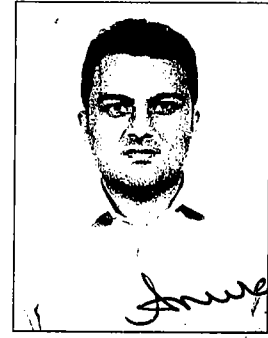
<https://igrsup.gov.in/igrsup/getPaymentReceiptDirectSlipGeneration>



Dhruva Kumar Agarwal



Rajiv Agarwal



Anurag

SHORT DESCRIPTION OF DEED

- | | | |
|---|---|---|
| 1. Kind of Land | : | Residential |
| 2. Ward/Pargana | : | Soraon |
| 3. Mohalla | : | Gaddopur, Phaphamau, Tehsil – Soraon District – Prayagraj (Allahabad) |
| 4. Details of Property | : | Khasra No 717K, 719, 720 at village Gaddopur, Phaphamau, Tehsil – Soraon District – Prayagraj (Allahabad) |
| 5. Measurement | : | Sq. Mtrs. |
| 6. Proportionage Area of land | : | 4480 Sq. Mtrs. ✓ |
| 7. Location of the Road | : | Lucknow Road |
| 8. Other Description/9 Meter | : | Lucknow road |
| 9. Type of Property | : | Land |
| 10. Total are of the property | : | 4480 Sq. Mtrs. ✓ |
| 11. Year of Construction | : | X |
| 12. Whether Member of Sahkari Awas Samiti | : | No |
| 13. Sale consideration in Rupees | : | X |
| 14. Valuation t as per Circle rate | : | Rs. 11,20,00,000/- |
| 15. Stamp Duty paid | : | Rs. 78,40,000/- |

Photo attested by Anurag Agarwal

Boundary :-

- | | |
|---------|---------------------------------|
| East : | ADA Colony |
| West : | Land of Others |
| North : | Land of Shambhu Nath Srivastava |
| South : | Lucknow Road |



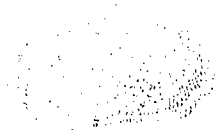
Dhruva Kumar Agarwal

Mr. Dhruva Kumar Agarwal



Rajiv Agarwal

Mr. Rajiv Agarwal



Anurag

Mr. Anurag Agarwal
For M/s Divansh Realty LLP

First Party (2) ✓

(1) Mr. Dhruva Kumar Agarwal,
S/O Mr. H. P. Agarwal, r/o 3/2
Chaukhandi, Kydganj, Allahabad –
211003 aged about 80 years

(Aadhar No. 8132 7872 0220 &
PAN- AASPA5088L (Mob.
9935696984)

(2) Mr. Rajiv Agarwal, S/O Mr.
R.C. Agarwal, r/o B-504, Rajniwas
Residency, 22 Sarojini Naidu
Marg, Allahabad – 211001
(Aadhar No. 5495 4682 3606 &
PAN- ABNPA7439H) (Mob.
9935829121)

Second Party (1) ✓

M/s DIVANSH REALTY LLP,
having its Principal Place of
Business at F No. 706, Rajniwas
Residency, 22 Sarojini Naidu Marg,
Allahabad, U.P. 211001 (PAN:
AASFD4826B) acting through its
designated partner Mr. Anurag
Agarwal s/o Shri Dinesh Kumar
Agarwal, Aadhaar No.: 9958 7634
7697) (Mob. 9936810121)

BUILDERS AGREEMENT

THIS BUILDERS AGREEMENT IS MADE ON THIS 24th DAY OF
MAY 2022

BETWEEN

(1) Mr. Dhruva Kumar Agarwal, (Aadhar No. 8132 7872 0220 & PAN-
AASPA5088L (Mob. 9935696984) S/O Mr. H. P. Agarwal, r/o 3/2
Chaukhandi, Kydganj, Allahabad – 211003 aged about 80 years, (2) Mr.
Rajiv Agarwal, (Aadhar No. 5495 4682 3606 & PAN- ABNPA7439H)
(Mob. 9935829121) S/O Mr. R.C. Agarwal, r/o B-504, Rajniwas Residency,
22 Sarojini Naidu Marg, Allahabad – 211001 aged about 48 years
hereinafter together referred to as "Parties of the First Part" or Land



Dhruva Kumar Agarwal
Mr. Dhruva Kumar Agarwal



Rajiv Agarwal
Mr. Rajiv Agarwal



Anurag
Mr. Anurag Agarwal
For M/s Divansh Realty LLP

विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 5345

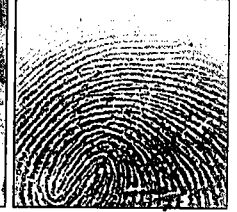
वर्ष: 2022

प्रतिफल- 112000000 स्टाम्प शुल्क- 7840000 बाजारी मूल्य - 112000000 पंजीकरण शुल्क - 1120000 प्रतिलिपिकरण शुल्क - 100 योग : 1120100

श्री मेसर्स दीवांश रियलटी एल एल पी द्वारा
अनुराग अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री दिनेश कुमार अग्रवाल
व्यवसाय : अन्य

निवासी: फ्लैट न०-706, राजनिवास रेसीडेंसी, 22, सरोजिनी नायडू मार्ग, इलाहाबाद

[Signature]



श्री, मेसर्स दीवांश रियलटी एल एल पी द्वारा

अनुराग अग्रवाल अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 24/05/2022 एवं 04:02:07

PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश कुमार सरोज

उप निबंधक :सौराव

प्रयागराज

24/05/2022

इन्द्रमणि तिवारी

निबंधक लिपिक

24/05/2022

प्रिंट करें

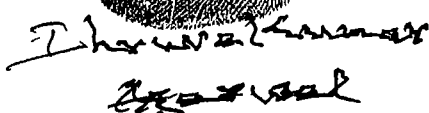
Owners (*which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include its Partners, legal representatives, nominees, successors & the permitted assigns etc.*)

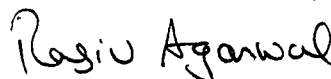
AND

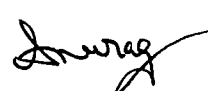
M/s DIVANSH REALTY LLP, A Limited Liability Partnership Firm registered under The Limited Liability Partnership Act, 2008 having its Principal Place of Business at F No. 706, Rajniwas Residency, 22 Sarojini Naidu Marg, Allahabad, U.P. 211001 (**PAN: AASFD4826B**) hereinafter referred to as the Parties of Second Part or "Builder", acting through its designated partner Mr. Anurag Agarwal s/o Shri Dinesh Kumar Agarwal, Aadhaar No.: 9958 7634 7697 (Mob. 9936810121) (*which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include its Partners, legal representatives, nominees, successors & the permitted assigns etc.*) of the **SECOND PART**

AND WHEREAS the "Parties of the First Part" are the absolute owner of land situated at Khasra No 717K, 719, 720 at village Gaddopur, Phaphamau, Tehsil – Soraon District - Allahabad- Prayagraj. measuring 4480 sq mtrs.), morefully detailed and described below and shown in red colour in the annexed map, and is in absolute possession of the said land and none else have any right, title and interest in the said land.

Whereas, previously Late. Vishwanath Prasad Agarwal, was the owner of Khasra No 717K, 719, 720 at village Gaddopur, Phaphamau, Tehsil – Soraon District - Allahabad - Prayagraj measuring (4480 sq mtrs.).



 Mr. Dhruva Kumar Agarwal



 Mr. Rajiv Agarwal



 Mr. Anurag Agarwal
 For M/s Divansh Realty LLP

बही सं०: 1

रजिस्ट्रेशन सं०: 5345

वर्ष: 2022

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

विक्रेता: 1

श्री ध्रुव कुमार अग्रवाल, पुत्र श्री एच० पी० अग्रवाल

निवासी: 3/2, चौखण्डी, कीडगंज, इलाहाबाद

व्यवसाय: अन्य

विक्रेता: 2

Dhruva Kumar Aggarwal



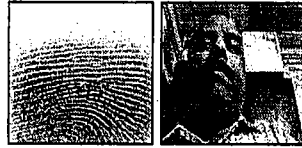
श्री राजीव अग्रवाल, पुत्र श्री आर० सी० अग्रवाल

निवासी: बी-५०४, राजनिवास रेसीडेंसी, 22, सरोजिनी नायडू मार्ग, इलाहाबाद

व्यवसाय: अन्य

क्रता: 1

Rajiv Aggarwal



श्री मेसर्स दीवांश रियलटी एल एल पी के द्वारा अनुराग अग्रवाल, पुत्र श्री दिनेश कुमार अग्रवाल

निवासी: फ्लैट नं०-706, राजनिवास रेसीडेंसी, 22, सरोजिनी नायडू मार्ग, इलाहाबाद

व्यवसाय: अन्य

Anurag



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री अभिषेक जायसवाल, पुत्र श्री अशोक कुमार जायसवाल

निवासी: 141 के/9 सी, राजरूपपुर, इलाहाबाद

व्यवसाय: अन्य

पहचानकर्ता: 2

Abhishek Jaiswal



श्री राजू पाल, पुत्र श्री सुरेश पाल

निवासी: जैतंवर्धा, इलाहाबाद

व्यवसाय: अन्य

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

Raju pal



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

राजेश कुमार सरोज

उप निबंधक: सोरॉव

प्रयागराज

24/05/2022

इन्द्रमणि तिवारी

निबंधक लिपिक प्रयागराज

24/05/2022

Whereas "Parties of the First Part" purchased the said land (Khasra No 717K, 719, 720 at village Gaddopur, Phaphamau, Tehsil – Soraon District - Allahabad - Prayagraj measuring 4480 sq. mtrs. from the aforementioned Vishwanath Prasad Agarwal vide registered sale deed, which is registered in Book No. 1, Volume No. 593 on Pages 143 to 148 at Serial 2534 on 07.12.1989 in the Office Sub-Registrar, Sorao, Allahabad.

AND WHEREAS the "Parties of the First Part" / Land Owners have decided to develop the Property as Group Housing Project i.e. Construction of Residential Flats, through a respectable Builder who has the experience and has been engaged in the activity of construction of Multi Storyed Group Housing, on the basis of Builder's Agreement on reasonable sharing basis, as the Land Owners are not fully equipped to execute and complete the construction.

AND WHEREAS the "Parties of the First Part" has held discussions with various builders and after the discussion over proposals made by various parties, the proposal of M/s Divansh Realty LLP (Second Part) whose promoters are engaged in the work of development and construction of various type of building was found to be more accurate and practical.

AND WHEREAS M/s Divansh Realty LLP also assured that they are in a position to execute and complete the said type of construction successfully in the given time frame.

AND WHEREAS the "Parties of the First Part" Owner has agreed to the proposal made by M/s Divansh Realty LLP and accepted the same



Dhruva Kumar Agarwal
Mr. Dhruva Kumar Agarwal



Rajiv Agarwal
Mr. Rajiv Agarwal



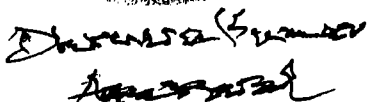
Anurag
Mr. Anurag Agarwal
For M/s Divansh Realty LLP

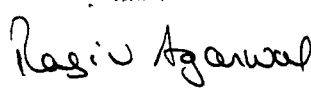
as mentioned hereinafter for construction of Multistory building in 1 block or such other construction as is permissible under the local laws.

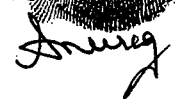
AND WHEREAS in order to hand over the land to the Builders for the said construction of Multistory building both the "Owner" [the "Parties of the First Part"] and "Builder" [the "Party of the Second Part"] have mutually decided to execute formal Builder's Agreement on the basis of which the smooth functioning of the project can be managed and also to avoid any misunderstanding or any anomaly for the future which showeth as under:-

NOW THESE PRESENT WITNESSTH and it is hereby agreed by and between the parties as under:-

1. That the subject matter of this Builder's Agreement with Possession between the Owners ("Parties of the First Part") and Builder ("Party of the Second Part") is freehold land at Khasra No 717K, 719, 720 at village Gaddopur, Phaphamau, Tehsil – Soraon District - Allahabad - Prayagraj measuring 4480 Sq. meters, morefully detailed and described below and shown in red colour in the annexed map to be utilised by the Builder for construction of mutistoryed building namely "**The Courtyard, Shantipuram**" ("said project") consisting of Residential Building or such other construction as is permissible under law by the Prayagraj Development Authority (or PDA), or under RERA which is more fully described and detailed below and shown in red colour in the annexed map'.
2. The property in question is exclusively owned and possessed by the Owner "Parties of the First Part" and is free from all encumbrances, lien and charges.
3. That the multistoryed building in 1 block, consisting of Residential

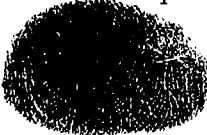
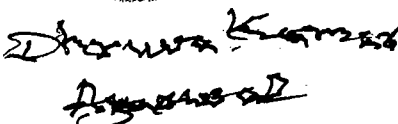


 Mr. Dhruva Kumar Agarwal

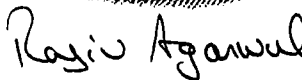


 Mr. Rajiv Agarwal

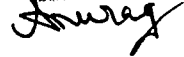


 Mr. Anurag Agarwal
 For M/s Divansh Realty LLP

Flats or such other construction as is permitted under the local laws shall be named as **"The Courtyard, Shantipuram"** and that no party shall have right to change the said name.

4. That the "Party of the Second Part" (Builder) undertakes to develop a Group Housing Project on the said portion of land at their own cost, expenses and with their own resources in terms with this Builder's Agreement.
5. That primarily it is agreed between the parties that "Party of the Second Part" (Builder) shall construct the built up area according to permissible FAR as per PDA norms on the said plot of land, the sharing between the "Parties of the First Part" (Land Owners) and "Party of the Second Part" (Builder) shall be in the ratio of 40% for "Parties of the First Part" (Land Owner) and 60% for "Party of the Second Part" (Builder).
6. That the sharing of project will be on %age of value realised and not over number of units raised. The sharing will be on amount received from prospective purchasers of flat to be built under this Joint Development Agreement.
7. That the amount of sale proceeds to be realised by the "Party of the Second Part" (Builder). After collecting/ realizing the sale proceeds, the same will be distributed as per the sharing ratio mentioned herein above and the "Parties of the First Part" (Land Owner) will be paid by the "Party of the Second Part" (Builder). However, sharing of first 20 bookings will not be made immediately due to requirement of funds by the "Party of the Second Part" in the initial phase of the project. This amount (share of 40% in first 20 bookings of the "Parties of the First Part") will be shared before completion of project as per mutual understanding of both the parties.
8. That the payment to "Parties of the First Part" (Land Owner) will be made quarterly by 15th of succeeding quarter subject to terms



 Mr. Dhruva Kumar Agarwal



 Mr. Rajiv Agarwal



 Mr. Anurag Agarwal
 For M/s Divansh Realty LLP

mentioned in sl.no. 7 above.

9. That it is specifically agreed that any amount received from prospective buyers towards advance booking or instalments or as investment of "Party of the Second Part" Builder shall be kept in a separate Escrow Account from where it will be expended exclusively on this project and not else where and will comply with RERA rules and regulations given from time to time.
10. That it is agreed that any amount paid after the date of this agreement by the builder to the "Parties of the First Part" in accordance with this agreement shall be separately inked and one copy kept by both the parties to this deed.
11. That the group housing project shall be completed by the Builder in 48 months from the date of this agreement
12. That it is specifically agreed amongst the parties to this agreement that if "Party of the Second Part" (Builder) is unable to complete the project within the available time as mentioned in para 11 above then the "Party of the Second Part" (Builder) shall seek extension which shall be for 6 months subject to another extension of 6 six months.
13. That it is agreed amongst the parties that *except for Force Majure* the total period of this contract shall not exceed 60 months as per clause 11 and 12 above, within which the total construction work as per the PDA sanctioned map is to be completed.
14. That it shall be the responsibility of the "Party of the Second Part" Builder, to procure/obtain all the requisite licenses, permissions, sanctions, NOC's and approval from all competent authorities concerned, which are essentially required for the construction of the project consisting of the said residential Flats, over the said property and any expenses incurred towards obtaining such licenses, permissions, sanctions, NOC's or approvals shall be borne by the Builder.



Dhruva Kumar Agarwal
Agarwal

Mr. Dhruva Kumar Agarwal



Rajiv Agarwal

Mr. Rajiv Agarwal



Anurag

Mr. Anurag Agarwal
 For M/s Divansh Realty LLP

15. That it is also understood very clearly that any charges for additional FAR to be purchased by the Builders with the consent of land owners shall be paid by both the parties in the ratio of 50% for "Parties of the First Part" (Land Owners) and 50% "Party of the Second Part" (Builder).
16. That the Owners have confirmed that the Land use of the said property has already been converted from Agriculture Land to A-Krishi" (which also includes use for residential purposes) u/s 143 of the Urban Development Planning Act, and a copy of the latest Khatauni revealing this fact has been made available to the Builders.
17. That the "Party of the Second Part" Builder undertake to Indemnify the Owner in respect of any claims made by any individual, Govt and Non- Govt agencies or institutions or buyers whatsoever at any time even after the application of completion certificate has been moved subject to maximum period of 3 years or as defined under RERA.
18. That during the term of development/ construction, if any, problem or obstruction from any Govt. department(s) and/ or by any allottees/ claimants is created, arising excluding the matters related to the title and possession of the said project land, and due to which if the construction is halted then it shall be the duty of all the parties to fulfill the conditions, comply with the compliances, remove the impediment or satisfy the claimants or allottees at their own cost and effort. The parties shall get such irritants or legal obstructions, impediments removed immediately without any delay so that the construction work would be resumed at the earliest and that delay will not be considered or calculated in the time duration for completion of the project.
19. That the "Party of the Second Part" shall be entitled to advertise about the project at its own cost by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign boards, neon-sign or such other modes of advertisement



Dhruva Kumar Agarwal
Dhruva Kumar
 Mr. Dhruva Kumar Agarwal



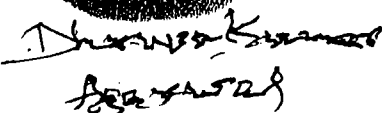
Rajiv Agarwal
 Mr. Rajiv Agarwal

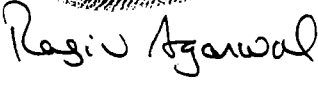


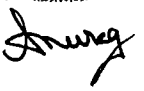
Anurag
 Mr. Anurag Agarwal
 For M/s Divansh Realty LLP

as the "Party of the Second Part" may deem fit, on the said land or at other places, in any manner and thus it shall be entitled to invite prospective buyers/ customers to the site after registration of the said project under RERA.

20. That "Party of the Second Part" shall be responsible for all the compliances related to Real Estate (Regulation and Development) Act 2016 with respect to opening and maintaining the bank accounts as per section 4(2)(l)(d)(D), registration including extension of the project as per section 3 to 6, enabling formation of association of allottees as per section 11, Transfer encumbrance free and peaceful title of the unit to allottee along with the undivided proportionate title in the common areas to the association of the allottee as per section 17 and any other obligation and duties casted on the builder or land owner under the Act
21. That the "Party of the Second Part" shall be free to get the project approved from the banks and financial institutions in order to facilitate the finance by intending purchasers of units (for getting their individual units funded). That the "Party of the Second Part" and the land owners shall issue permission to mortgage, enter into Tripartite agreement under their own signatures, if required or otherwise by virtue of this agreement, it is deemed to be understood that the First Parties are giving their consent & giving the rights to "Party of the Second Part" to do all such acts which are required for satisfaction of banks & clients & as such acts done by "Party of the Second Part" will always be considered as acts done by land owners as well.
22. That the "Parties of the First Part" - Owner agree, in accordance with the agreed terms and conditions, to place at the complete disposal of the Builders, the said land for the purposes of obtaining the requisite license, NOCs, permissions, sanctions and approvals for development, construction and completion of the proposed residential Flats on the said property from various government department. That the Builder in agreement with the Owners will construct their site office after

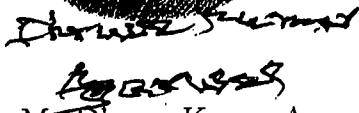


 Mr. Dhruva Kumar Agarwal



 Mr. Rajiv Agarwal



 Mr. Anurag Agarwal
 For M/s Divansh Realty LLP

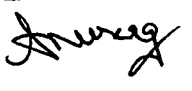
having obtained the approval to undertake activity of development of the said property & to start construction of project post map approval from PDA. This arrangement may not be construed as "transfer of possession "by Owners, Party no.1 to the Builders Party no 2, but merely a right to undertake construction as a Developers and Builders.

23. That this agreement shall not be deemed to constitute a partnership between the Owner and the Builder/ Developer or an agreement for sale of the plot by the Owner to the Builder/ Developer and shall not be deemed to bind the parties hereto expect specifically recorded herein. The developer shall solely be liable and responsible for any liability in connection with the construction of dwelling units on the land beneath the said building.
24. That the "Parties of the First Part" Owner shall be responsible for their portion of direct taxes and the "Party of the Second Part" developer shall be responsible for their portion of direct taxes. Regarding Indirect Taxes and more specifically Goods and Service Tax, the liability will be on such party who obtains advance or enters into agreement for sale from prospective buyers of residential flats before completion of project as per the law or as amended from time to time.
25. That the Owners Party no 1 or Builder "Party of the Second Part" no. 2, while selling units can provide discounts to prospective buyers but any such discount shall be the liability of the person giving the discount.
26. That the Owners "Parties of the First Part" and Builder "Party of the Second Part" through their authorised representative shall together/ collectively execute the required agreement to sell, sale deed or any other document as required under law, in favour of the prospective purchaser/s.
27. That due to any defect in the title of the owners, if any loss is caused



 Mr. Dhruva Kumar Agarwal



 Mr. Rajiv Agarwal



 Mr. Anurag Agarwal
 For M/s Divansh Realty LLP

to the "Party of the Second Part", the "Parties of the First Part" - Owner shall indemnify the "Party of the Second Part" with such loss which may be assessed by mutual consent and agreement between the parties.

28. That the Builder will not mortgage the Owners Land for taking advance or loans from any Banks, or financial institutions, for meeting the cost of the project or for other contingencies. However, they are open to take advance from the prospective buyers/investors of the flat on booking, at any stage.
29. That in the event of any question or dispute arising under, in connection with or interpretation or scope of this Builders Agreement being executed, or relating thereto, the same shall be referred to Arbitration of two persons, one to be appointed by the owner and other by the Builders. The decision of the Arbitrators shall be final and conclusive. The work of the construction of the said complex or any other matter incidental to this agreement shall not at any time or during or after arbitration proceeding, be stopped, obstructed or delayed in any manner whatsoever, except for any violation by the Builders against the terms of the registered Builders agreement, or if the Builders action may cause any monetary loss to the Owners of any kind whatsoever.
30. That no change modification or alterations to this agreement shall be done without the written consent of the Owner and Builder. The parties hereto undertakes not to contravene any of the terms of this agreement.
31. That in case of death of any of the parties to Builders agreement being registered, during the tenure of the construction or otherwise, the nominated persons will take the position of the deceased person.
32. The registration, Legal cost and incidental expenses of this Builders agreement shall be borne by the "Party To The Second Part"



Dhruva Kumar Agarwal

Mr. Dhruva Kumar Agarwal



Rajiv Agarwal

Mr. Rajiv Agarwal



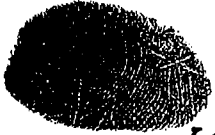
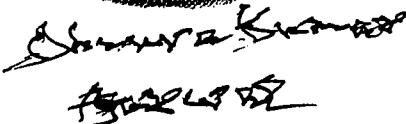
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(Builder). The Stamp Duty of Rs. 78,40,000/- has been paid by the "Party To The Second Part" (Builder) on the basis of the following calculations, which is deemed fair and reasonable.

33. That the area the land is 4480 Sq. Mtrs. and there is no construction on it and as per circle rate value comes to Rs. 11,20,00,000/- (Rupees Elven Crore Twenty Lacs Only) $(4480 \times 25,000)$ and the stamp duty is being paid @ 7 % which comes to Rs. 78,40,000/- (Rupees Seventy Eight Lacs Forty Thousand Only) and the stamp duty is being paid worth Rs. 62,72,000/- (Rupees Sixty-Two Lacs Seventy Two Thousand Only) through e-Stamp Certificate No. IN-UP98169756616417U Dt. 24.05.2022, S.No. PU 000378486] and of Rs. 15,68,000/- (Rupees Fifteen Lacs Sixty Eight Thousand Only) through additional e-Stamp Certificate No. IN-UP98306701070810U Dt. 24.05.2022 (Base Certificate No. IN-UP98169756616417U), S. No. PU 0000378490].

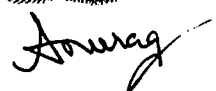
IN WITNESS WHEREOF the parties hereto have signed this deed with their own good and free will and accord and without any coercion and in sound state of mind and health on this the 23rd Date of May 2022 at Prayagraj.

Mr. Dhruva Kumar Agarwal

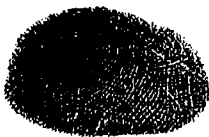



Mr. Rajiv Agarwal

Mr. Anurag Agarwal
For M/s Divansh Realty LLP

PHOTOGRAPH



Dhruva Kumar Agarwal
Mr. Dhruva Kumar Agarwal



Rajiv Agarwal
Mr. Rajiv Agarwal



Anurag
Mr. Anurag Agarwal
For M/s Divansh Realty LLP

DETAILS OF PROPERTY

Khasra No 717K, 719, 720 at village Gaddopur, Phaphamau,
Tehsil – Soraon District – Prayagraj (Allahabad), measuring 4480
Square Meters which is in the shape of land and shown in the
annexed map and bounded as under:-

Boundary :-

East : ADA Colony
West : Land of Others
North : Land of Shambhu Nath Srivastava
South : Lucknow Road

Date: 24.05.2022

Rajiv Agarwal



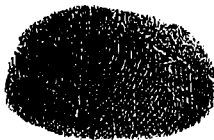
Sign. of "Parties of the First Part" (Land Owners)



Dhruva Kumar Agarwal

Sign. of "Party of the Second Part" (Builder)

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Dhruva Kumar Agarwal

Mr. Dhruva Kumar Agarwal



Rajiv Agarwal

Mr. Rajiv Agarwal



Anurag

Mr. Anurag Agarwal
For M/s Divansh Realty LLP

Witness No. (1)

Name: Abhishek Jaiswal

Father's Name: Ashok Kumar Jaiswal

R/o 141K/9C, Rajrooppur, Allahabad.

Adhaar No. 9264 3267 0516

Occupation : Service

Mob. No. 9598363833

Abhishek Jaiswal*Abhishek Jaiswal***Witness No. (2)**

Name: Raju Pal

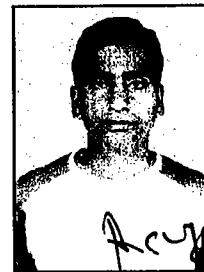
Father's Name: Suresh Pal

R/o Jaitwardin, Jatiwardin Allahabad.

Adhaar No. 8028 9992 9710

Occupation : Service

Mob. No. 7054383950

Raju Pal*Raju Pal*

Drafted by:

Typed by:

Sangam Lal Agarwal & Associates A. N. 308/1960*Dhruva Kumar Agarwal*

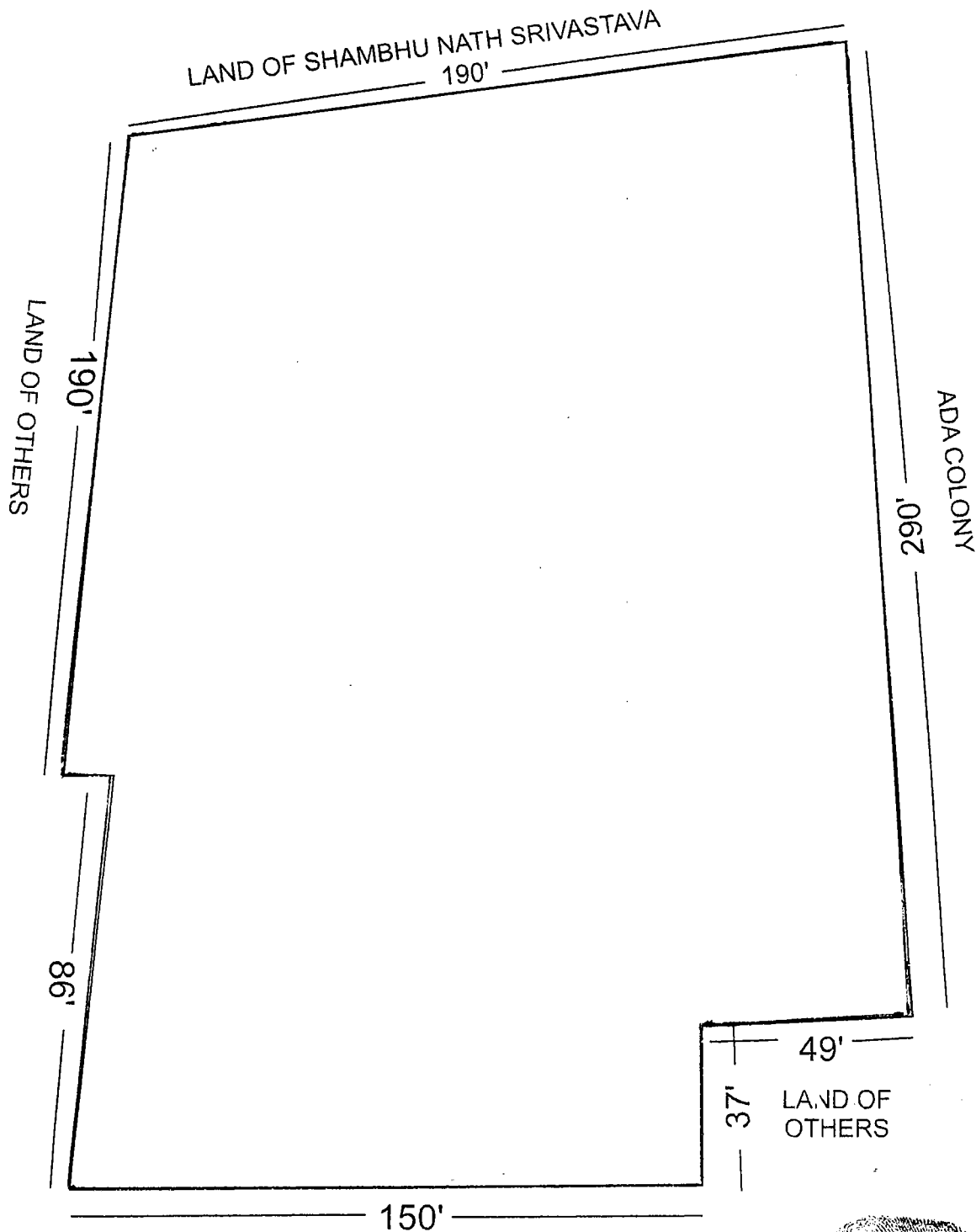
Mr. Dhruva Kumar Agarwal

*Rajiv Agarwal*

Mr. Rajiv Agarwal

*Anurag*Mr. Anurag Agarwal
For M/s Divansh Realty LLP

Site Plan Of Khasra No. 717K, 719, 720
At Village Gaddopur, Tehsil - Soraon,
District - Prayagraj, (Allahabad)
Owners - Dhruva Kumar Agarwal & Rajiv Agarwal
Total Area Of Property - 4480 Sq Mts.



LUCKNOW ROAD

Dhruva Kumar Agarwal

Rajiv Agarwal

Anurag