

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम इलाहाबाद क्रम संख्या 2018018013122

अन्विष्ट संख्या : 201800890011880

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2018-06-15 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम महेश कुमार तुलसियानी

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 52000000 / 98921000

1. रजिस्ट्रीकरण शुल्क 20000
2. प्रतिलिपिकरण शुल्क 160
3. निरीक्षण या तलाश शुल्क
4. मुद्दतार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 20160

शुल्क वसूल करने का दिनांक 2018-06-15 00:00:00

दिनांक अथवा लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-06-15 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

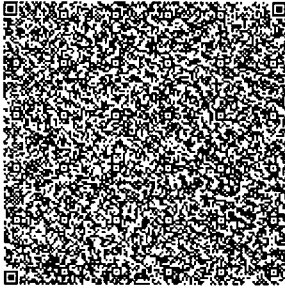


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh

## e-Stamp

Certificate No. : IN-UP04665106030439Q  
Certificate Issued Date : 14-Jun-2018 05:20 PM  
Account Reference : SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD  
Unique Doc. Reference : SUBIN-UPUPSHCIL0105598111394444Q  
Purchased by : MsParamJyotiConsAndTradeThrPartner Piyush Aailani  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Open Land Part of F.H.U.U.S 53/2,53/4,53/6 And 53/3 Civil Station on Elgin Road Alld Area1472.03SqMt  
Consideration Price (Rs.) :  
First Party : MsTulsianiConstAndDevPLtdThr MKTulsiani and Others  
Second Party : MsParamJyotiConsAndTradeThrPartner Piyush Aailani  
Stamp Duty Paid By : MsParamJyotiConsAndTradeThrPartner Piyush Aailani  
Stamp Duty Amount(Rs.) : 69,25,000  
(Sixty Nine Lakh Twenty Five Thousand only)



Please write or type below this line.

M/s Param Jyoti Construction And Trade

TULSANI CONSTRUCTIONS AND DEVELOPERS PVT. LTD.  
Mahesh Kumar Tulsani



Director

सावित्री गुप्ता



Imayal Piyush

Partner

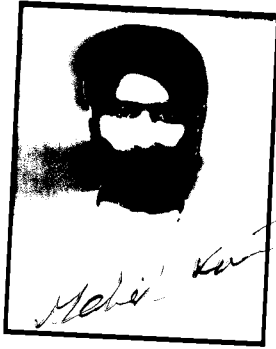


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### Statutory Alert:

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





[2]



Identified the Photographs  
Arun Kumar Singh  
Advocate  
15-06-2018

### **BUILDER'S AGREEMENT**

This Indenture is made on this 15<sup>th</sup> day of June, 2018

BETWEEN

**1. M/S TULSIANI CONSTRUCTIONS AND DEVELOPERS PRIVATE LIMITED,**  
(PAN- **PAN-AABCT6244P** ) a duly incorporated company under the  
provisions of companies Act, having its registered office at: 13/1, Punjabi  
Colony, Alopibagh, Allahabad [w.e.f. 31.7.2013 at Plot No.3, Block 'N',  
Green Park, New Delhi- 110016] Through its Director Sri Mahesh Kumar  
Tulsiani ( Aadhaar No. 5174 2361 6089 ) son of late C.L. Tulsiani, resident  
of 13/1, Punjabi Colony, Alopibagh, Allahabad.

(Mobile No. 9415324013 )

*Mahesh Kumar Tulsiani*

*अनुराग कुमार*

*Arun Kumar Singh*

*Piyush*





[3]

**2. SMT. SAVITRI GUPTA**

[Aadhaar No. 5449 2584 9574 & PAN- AIAPG5419R ]

Wife of Shri Sant Ram Gupta

[Mobile No. 9415214795]

**3. RAJESH GUPTA**

[Aadhaar No. 544550340114 & PAN- ACUPG1292L ]

Son of Shri Sant Ram Gupta

[Mobile No. 9415214795]

Both residents of 54-D, Strachey Road,

Civil Lines, Allahabad-211001

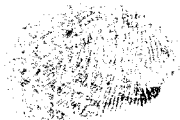
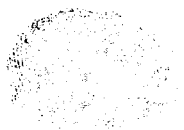
( Hereinafter collectively called "THE OWNERS/ FIRST PARTY");  
which terms shall always mean and include their heir(s), legal  
representative(s), executor(s) and assignee(s); unless expressly excluded.

A N D

M/s PARAM JYOTI CONSTRUCTION & TRADE (PAN-AAVFP7949J ); a duly  
incorporated partnership firm under the provisions of Partnership Act,  
having its office at: 17, Industrial Colony, Naini, Allahabad through its  
Authorised Signatory/Partner SRI PIYUSH AAILANI (Aadhaar No. 8554  
7385 3233) Son of Sri Hemant Kumar Sindhi resident of 17,Industrial  
Colony, Naini, Allahabad (Mobile No.9161777777).

(Hereinafter collectively called "THE BUILDER/ SECOND PARTY");  
which term shall always mean and include its successor(s), legal  
representative(s), executor(s) and assignee(s); unless expressly excluded.

*Mahesh Kumar Tripathi* शक्तिजी भूखण्ड



*Piyush*

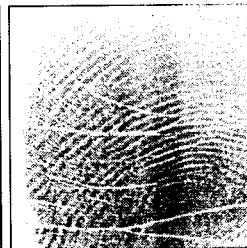
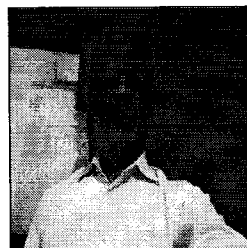


*Mahesh Kumar Tuli-*

विक्रय अनुबंध विलेख (बिल्डर)

प्रतिफल- 52000000 स्टाम्प शुल्क- 6925000 बाजारी मूल्य - 98921000 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 160 योग : 20160

श्री तुलसियानी कंस्ट्रक्शन्स एंड डेवलपर्स प्रा० लि० द्वारा  
महेश कुमार तुलसियानी अधिकृत पदाधिकारी/ प्रतिनिधि  
पुत्र श्री स्व० सी० एल० तुलसियानी  
व्यवसाय  
निवासी: १३/१, पंजाबी कॉलोनी अलोपीबाग, इलाहाबाद



श्री तुलसियानी कंस्ट्रक्शन्स एंड डेवलपर्स प्रा० लि० द्वारा  
महेश कुमार तुलसियानी अधिकृत पदाधिकारी/ प्रतिनिधि  
ने यह लेखपत्र इस कार्यालय में दिनांक 15/06/2018  
एवं 11:40:37 AM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अरविंद कुमार प्र)  
उप निबंधक राधर प्रथम  
इलाहाबाद

[4]

WHEREAS by virtue of registered Free Hold Deed dated 23.11.2004, registered in Pustak Sankhya-I Khand 4837 on pages 83 to 112 at Sl. No.13415 on 27.12.2004 in the Office of Sub Registrar, Sadar, Allahabad executed by A.D.M. (Nazul), Allahabad on behalf of and authorized by The Governor of U.P. in favour of Sri Dinesh Chandra Tandon son of Shri Purshottam Das Tandon resident of 57, Rani Mandi, Allahabad, Sri Dinesh Chandra Tandon became owner of Part of Nazul ( Now Free Hold) Plot No. 53 (Upvibhajit Upkhand Sankhya 53/2), Civil Station, Allahabad and the building situated thereon bearing Municipal No.37, Elgin Road, Allahabad Area – 1699.99 Sq. Meters.

AND WHEREAS Sri Dinesh Chandra Tandon died on 07.01.2007, leaving behind his widow Smt. Suchitra Tandon and three daughters namely Smt. Jaya Mehrotra, Smt. Jayanti Sarin and Smt. Supriya Tandon as his heirs and legal representatives. And thus after death of Sri Dinesh Chandra Tandon, aforesaid Smt. Suchitra Tandon, Smt. Jaya Mehrotra, Smt. Jayanti Sarin and Smt. Supriya Tandon became owners of aforesaid part of Nazul ( Now Free Hold) Plot No.53 ( Up Vibhajit UpKhan Sankhya 53/2), Civil Station, Allahabad and the building situated thereon bearing Muncipal No. 37, Elgin Road, Allahabad area – 1699.99 Sq. Meters.

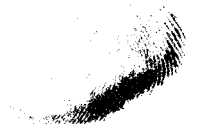
AND WHEREAS aforesaid owners Smt. Suchitra Tandon, Smt. Jaya Mehrotra and Smt. Jayanti Sarin and Smt. Supriya Tandon sold part of aforesaid Nazul ( Now free hold) PlotNo. 53 (Upvibhajit Upkhand Sankhya - 53/2), Civil Station, Allahabad and the building situated thereon bearing

*Mahesh Kumar Tibi*

श्री विजय उपाध्याय

*Supriya*

*Piyush*





*Mahesh Kumar Tuli-*

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

श्री तुलसियानी कंस्ट्रक्शन्स एंड डेवलपर्स प्रा० लि० के द्वारा महेश  
कुमार तुलसियानी, पुत्र श्री स्व० सी० एल० तुलसियानी  
निवासी: १३/१, पंजाबी कॉलोनी अलोपीबाग, इलाहाबाद

व्यवसाय: व्यापार



विक्रेता: 2

श्रीमती सावित्री गुप्ता, पत्नी श्री संत राम गुप्ता

निवासी: ५४-डी, स्ट्रैची रोड, सिविल लाइन्स, इलाहाबाद

व्यवसाय: अन्य

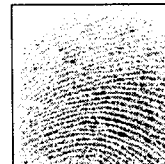


विक्रेता: 3

श्री राजेश गुप्ता, पुत्र श्री संत राम गुप्ता

निवासी: ५४-डी, स्ट्रैची रोड, सिविल लाइन्स, इलाहाबाद

व्यवसाय: अन्य



विक्रेता: 1

श्री में० परम ज्योति कंस्ट्रक्शन एंड ट्रेड के द्वारा पियूष ऐलानी, पुत्र  
श्री हेमंत कुमार सिन्धी

निवासी: १७, इंडस्ट्रियल, कॉलोनी, नैनी, इलाहाबाद

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता: 1

[5]

Municipal No. 37, Elgin Road, Allahabad Area – 1102.86 Sq. Meters vide registered sale deed dated 31.7.2008, registered in Bahi No.1 Zild No. 6074 on pages 365 to 430 at Sl. No. 3630 on 02.08.2008 in the Office of Sub Registrar, Allahabad (First) to the owner No.1 of the First party M/s Tulsiani Constructions And Developers Private Limited and thus M/s Tulsiani Constructions And Developers Private Limited the owner No.1 of the First Party became owner of aforesaid part of Nazul (Now Free hold) Plot No. 53 (Upvibhajit UpkhandSankhya-53/2), Civil Station, Allahabad and the building situated thereon bearing Municipal No.37, Elgin Road, Allahabad area – 1102.86 Sq. Meters.

Similarly by virtue of registered Free Hold Deed dated 25.2.2008 registered in Bahi No.1, Zild No. 5906 on pages 293 to 328 at Sl. No.762 on 26.02.2008 in the office of Sub Registrar, Allahabad (First) executed by A.D.M.(Nazul), Allahabad on behalf of and authorized by Governor of U.P. in favour of Smt. Suchitra Tandon wife of Late Dinesh Chandra Tandon, Smt. Jaya Mehrotra, Smt. Jayanti Sarin and Smt. Supriya Tandon; all daughters of Late Dinesh Chandra Tandon; and all residents of 57, Rani Mandi, Allahabad, the aforesaid Smt. Suchitra Tandon, Smt. Jaya Mehrotra, Smt. Jayanti Sarin and Smt. Supriya Tandon became owners of part of Nazul (Now Free Hold) Plot No.53 (Up Vibhajit Up Khand Sankhya-53/4, Civil Station, Allahabad area – 1238.27 Sq. Meters.

AND WHEREAS aforesaid owners Smt. Suchitra Tandon, Smt. Jaya Mehrotra and Smt. Jayanti Sarin and Smt. Supriya Tandon sold part of aforesaid Nazul ( Now free hold) PlotNo. 53 (Upvibhajit Upkhand Sankhya -

*Suchitra Tandon*

*21/01/2011*

*Supriya Tandon*

*Piyush*



Hemant Kumar Sindi

श्री हेमंत कुमार सिन्धी, पुत्र श्री स्व० जमुना दास

निवासी: १७, इंडस्ट्रियल कॉलोनी, नैनी इलाहाबाद

व्यवसाय: व्यापार

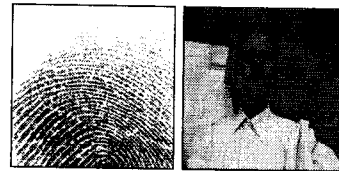
पहचानकर्ता : 2



श्री अरविंद कुमार मिश्रा, पुत्र श्री स्व० आर सी मिश्रा

निवासी: २३०-सी, बहादुरगंज, इलाहाबाद

व्यवसाय: अन्य



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

टिप्पणी :

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अरविंद कुमार प्र)

उप निबंधक : सदर प्रथम  
इलाहाबाद

[6]

53/4), Civil Station, Allahabad Area-447.26 Sq. Meters land by two registered sale deeds i.e. 65.49 Sq. Meters Land by registered sale deed dated 01.08.2008, registered in Bahi No.1, Zild No. 6074 on pages 311 to 336 at Sl. No. 3628 on 02.08.2008 in the Office of Sub Registrar, Allahabad (First) and 381.77 Sq. Meters land vide registered sale deed dated 01.08.2008, registered in Bahi No.1 Zild No. 6074 on pages 337 to 364 at Sl. No. 3629 on 02.08.2008 in the Office of Sub Registrar, Allahabad (First) to M/s Tulsiani Constructions And Developers Private Limited the owner of the First Party and thus M/s Tulsiani Constructions And Developers Private Limited the owner No.1 of the First Party become owner of the aforesaid part of Nazul (Now Free hold) Plot No. 53 (Upvibhajit UpkhandSankhya-53/4), Civil Station, Allahabad 447.26 Sq. Mtrs.

Similarly by virtue of registered Free Hold Deed dated 26.03.2012 registered in Photoprati Pustak Sankhya-1 Khand 7413 on pages 109 to 164 at Sl. No. 1709 on 28.3.2012 in the office of Sub Registrar, Allahabad (First) executed by A.D.M. (Nazul), Allahabad on behalf of and authorized by The Governor of U.P. in favour of Suresh Chandra Tandon son of Late Purshottam Das Tandon, Smt. Pushpa Seth and Smt. Sushma Mehrotra both daughters of Late Purshottam Das Tandon, Smt. Suchitra Tandon wife of Late Dinesh Chandra Tandon, Smt. Jaya Mehrotra, Smt. Jayanti Sarin and Smt. Supriya Tandon, all daughters of Late Dinesh Chandra Tandon and all residents of 57, Rani Mandi, Allahabad, the aforesaid Suresh Chandra Tandon, Smt. Pushpa Seth, Smt. Sushma Mehrotra, Smt. Suchitra Tandon, Smt. Jaya Mehrotra, Smt. Jayanti Sarin and Smt. Supriya Tandon became owners of part of Nazul (Now free Hold) Plot No. 53 (Upvibhajit Up

*Mahesh Kumar Tandon*

महेश कुमार तंडन

*Pushpa Seth*

पिपुष





[7]

Khand Sankhya- 53/6 portion 'A', area- 572.46 Sq. Meters and Upvibhajit Up Khand Sankhya- 53/7, portion 'B', Area – 192.49 Sq. Meters) Civil Station, Allahabad.

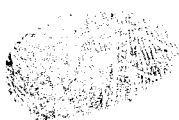
AND WHEREAS aforesaid owners Suresh Chandra Tandon, Smt. Pushpa Seth, Smt. Sushma Mehrotra, Smt. Suchitra Tandon, Smt. Jaya Mehrotra, Smt. Jayanti Sarin and Smt. Supriya Tandon sold the aforesaid part of Nazul (Now Freehold) Plot No. 53 (Upvibhajit Up Khand Sankhya – 53/6 portion 'A', Area – 572.46 Sq. Meter and Up Vibhajit Up Khand Sankhya – 53/7 portion 'B', Area -192.49 Sq. Meter, total Area- 764.95 Sq. Meter) Civil Station, Allahabad to M/s Tulsiani Constructions And Developers Private Limited the owner of the First Party vide registered sale deed dated 30.5.2014 registered in Bahi No.1 Zild 8339 on pages 1 to 34 at Sl.No. 2712 on 30.5.2014 in the Office of Sub Registrar, Allahabad(First) and Thus M/s Tulsiani Constructions And Developers Private Limited the owner of the First Party became owner of aforesaid part of Nazul (Now Free Hold) Plot No. 53 (Upvibhajit Up Khand Sankhya- 53/6 portion 'A', Area – 572.46 Sq. Meter and Uvibhajit Up Khand Sankhya-53/7 portion 'B' Area – 192.49 Sq. Meter) Civil Station, Allahabad.

AND WHEREAS Smt. Savitri Gupta and Rajesh Gupta the owner No.2 and 3 of the First Party purchased open land part of Nazul Plot No. 53, Civil Station, Allahabad and the building situated thereon bearing Municipal No.37, Elgin Road ( Now Lal Bahadur Shastri Marg), Allahabad Area – 196.21 Sq. Meters vide registered sale deed dated 06.10.2005, registered

*Mehar Kaur Tuli*

*रविशंकर गुप्ता*

*Rajesh Piyush*





[8]

in Pustak Sankhya-1 KhandSankhya-5121 on pages 287 to 320 at Sl. No. 4899 on 07.10.2005 in the Office of Sub Registrar, Allahabad (First) from its previous owner/ lessee Sri Purshottam Das Tandon.

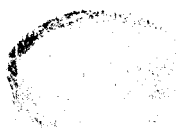
AND WHEREAS after purchase the aforesaid land, aforesaid Smt. Savitri Gupta and Rajesh Gupta the owner No.2 and 3 of the First Party applied for conversion of lease hold rights into Free Hold rights in respect of the aforesaid land in their favour and A.D.M. (Nazul), Allahabad on behalf of and Authorized by the Governor of U.P. executed Free Hold Deed dated 26.12.2007, registered in Bahi No.1 Zild No. 5863 on pages 183 to 206 at Sl. No. 07, on 02.01.2008 in the Office of Sub Registrar, Allahabad (First)in respect of 152.83 Sq. Meters land part of Nazul Plot No.53, Civil Station, Allahabad in their favour after deducting 43.38 Sq. Meters land left for road widening and allowed separate number of the said land as Upvibhajit Up Khand Sankhya-53/3, Civil Station, Allahabad. And thus they became exclusive owners of part of Nazul(Now free Hold) Plot No.53 (Upvibhajit Up Khand Sankhya 53/3, Civil Station, Allahabad which is also part portion of Bungalow No. 37, Elgin Road ( Lal Bahadur Shastri Marg), Allahabad Area- 152.83 Sq. Meters in the shape of open land.

AND WHEREAS the land of M/s Tulsiani Constructions And Developers Private Limited the owner No.1 of the First party and the land of Smt. Savitri Gupta and Rajesh Gupta the owner Nos. 2 & 3 of the First Party is adjoining to each other.

*Vishal Kumar Tuli*



*सवित्री गुप्ता*



*Rajesh*







AND WHEREAS M/s Tulsiani Constructions And Developers Private Limited the owner No.1 of the First Party is interested to raise Multi Storied Office Complex/ Commercial Complex over a portion of its aforesaid property i.e. part portion of Free Hold Upvibhajit Upkhanda Sankhya-53/2, Civil Station, Allahabad Area – 431.62 Sq. Meters; part portion of Free Hold Upvibhajit Upkhanda Sankhya - 53/4, Civil Station, Allahabad Area-340.47 Sq. Meters; part portion of Free Hold Upvibhajit Upkhanda Sankhya-53/6, Civil Station, Allahabad Area- 548.06 Sq. Meters.; Total Area- 1320.15 Sq. Meters and Smt. Savitri Gupta and Rajesh Gupta the owner Nos. 2 and 3 of the First party are interested to raise Multi Storied Office Complex/ Commercial Complex over their aforesaid property Free hold Upvibhajit Upkhanda Sankhya-53/3, Civil Station, Allahabad Area- 151.88 Sq. Meters.

AND WHEREAS in order to derive the optimum utility of the said property, the development and construction work is entrusted to the Builder/ Second Party M/s Param Jyoti Construction and Trade; a duly incorporated Partnership Firm on 01.04.2018 under the provisions of Partnership Act, having its office at: 17, Industrial Colony, Naini, Allahabad consisting partners: 1) Sri PIYUSH AAILANI Son of Sri Hemant Kumar Sindhi, resident of 17, Industrial Colony, Naini, Allahabad 2) PRADEEP KUMAR BHAGAT Son of Late Lajpat Rai Bhagat, resident of 53F, Meerapur Dariyabad, Allahabad 3) BHULLAN RAM SONKER Son of Late Chote Lal Sonker, resident of 527/C, Unchwa Garhi, Rajapur, Allahabad 4) Smt. SUNITA SONKER Wife of Shri Roop Kamal Sonker, resident of 601A, Anant Vihar Apartment, 1-Lohia Marg, Civil Lines, Allahabad which has agreed to

*Smt. Savitri Gupta*

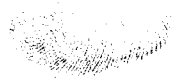


*Rajesh Gupta*



*Param Jyoti*

*Piyush*





construct Multi Storied Office Complex/ Commercial Complex comprising such numbers of floors which may be permitted by the Allahabad Development Authority, Allahabad over aforesaid property part portion of Free Hold Upvibhajit Upkhand Sankhya -53/2, Civil Station, Allahabad Area – 431.62 Sq. Meters; part portion Free Hold Upvibhajit Upkhand Sankhya – 53/4, Civil Station, Allahabad Area – 340.47 Sq. Meters; part portion of Free Hold Upvibhajit Upkhand Sankhya-53/6, Civil Station, Allahabad Area- 548.06 Sq. Meters and Free Hold Upvibhajit Upkhand Sankhya-53/3, Civil Station, on Elgin Road ( Now Lal Bahadur Shastri Marg), Allahabad Area - 151.88 Sq. Meters; Total Area – 1472.03 Sq. Meters in the shape of open land fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan.

**NOW THE PARTIES HERETO COVENANT AS UNDER:**

1. That the owners/First Party do hereby declare that they are owners of part portion of Free Hold Upvibhajit Upkhand Sankhya -53/2, Civil Station, Allahabad Area – 431.62 Sq. Meters; part portion Free Hold Upvibhajit Upkhand Sankhya – 53/4, Civil Station, Allahabad Area – 340.47 Sq. Meters; part portion of Free Hold Upvibhajit Upkhand Sankhya-53/6, Civil Station, Allahabad Area- 548.06 Sq. Meters and Free Hold Upvibhajit Upkhand Sankhya-53/3, Civil Station, on Elgin Road ( Now Lal Bahadur Shastri Marg), Allahabad Area-151.88 Sq. Meters; Total Area – 1472.03 Sq. Meters in the shape of open land fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan and the said property is free from any encumbrances, lien or charges and the

*Mahesh Kumar Tuli*

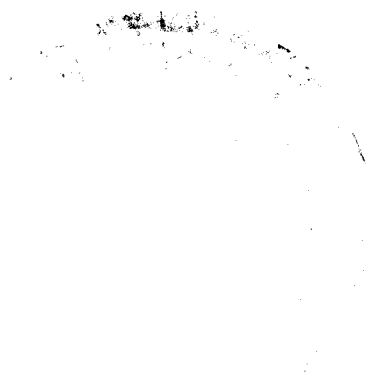


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*Imra Piyush*





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Owners/First Party have not created any mortgage in favour of any bank, other financial institution or with any other person. The Builder/Second Party shall develop Multi Storied Office Complex/ Commercial Complex over the aforesaid property fully described at the end of this deed and shown to be bounded by Red Lines in the annexed site plan as per terms and conditions contained in this Agreement.

2. That the proposed Office Complex/Commercial Complex will be built facing Elgin Road.

3. That for the purpose of development and construction envisaged in this agreement the Builder shall do the following acts, deeds and things in the manner provided herein.

i) That efforts shall be directed by the Builder/Second Party, in erecting a prestigious Multi Storied Office Complex/Commercial Complex of first class construction, covering the maximum permissible floor area under the rules and regulation of the Allahabad Development Authority, Allahabad.

ii) That the builder shall abide by the following specifications while raising construction:

a) The building shall have an electric supply connection as per UPPCL Rules. Generator of appropriate capacity shall be installed for lifts and common areas and a transformer of requisite strength.

b) The electric wiring and points provided by the builder shall be of good and standard quality and the plumbing and sanitary fittings shall also be of good and standard quality.

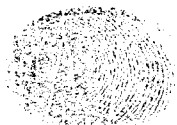
c) The lifts shall be of reputed company.

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- d) The structure shall be earthquake resistant RCC framed structure.
- iii) That the Builder/Second Party shall get prepared plan by competent Architect and get it sanctioned by A.D.A., Allahabad at its own cost, expenses and persuasion as soon as possible.
- iv) That on completion of the project i.e. on completion of entire construction of Multi Storied Office Complex/ Commercial Complex 60% (Sixty percent) Built up area on every floor along with proportionate land of the Multi Storied Office Complex/ Commercial Complex shall be owned by the Owners/First Party and 40% (Forty Percent) Built up area on every floor along with proportionate land of the Multi Storied Office Complex/ Commercial Complex shall be owned by the Builders/Second Party.

The Owners/First Party and the Builder/ Second party shall, within three (3) months from the date of sanction of Building Plan by the A.D.A., Allahabad, mutually in writing decide, allocate and earmark their respective shares i.e. in ratio of 60%: 40% respectively. The decision regarding allocation and marking of 60% and 40% share be taken by Sri Anil Tulsiani Managing Director of Tulsiani Constructions And Developers Private Limited and Rajesh Gupta of the owners First Party and Mr. Piyush Aailani of the Builders Second Party and the same shall be binding on all parties to this builder's agreement. The allocation of 60% of the owner's share shall be inclusive of 1320 square feet developed Built up area from ground floor to 5<sup>th</sup> floor total six floors total area 7920 square feet along with proportionate land on the North-East corner having minimum 25 Ft. width towards North of the proposed multistoried Office Complex/ Commercial

*Atul Kumar Tulsiani*



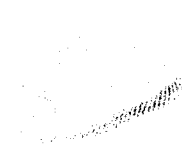
*राजेश गुप्ता*



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Complex which will go to the share of the Owner Nos. 2 and 3 namely Smt. Savitri Gupta and Rajesh Gupta.

v) That out of 60% (Sixty Percent) Built up area from the share of the owners/First Party; 1320 Sq. Ft. Built up area on each floor from Ground Floor to Fifth Floor (Total 7920 Sq. Ft.) only along with proportionate land of the Multi Storied Office Complex/Commercial Complex shall be owned by Smt. Savitri Gupta and Rajesh Gupta the owner Nos. 2 & 3 of the First Party and they shall pay the mutually agreed cost of construction only of Built up area of their share from Ground Floor to Fifth Floor to the Builders/Second Party in the ratio of the completion of construction. The payment will start after completion of construction of Ground Floor and the remaining part of 60% (Sixty Percent) Built up area along with proportionate land of the share of the owners/First Party shall be exclusively owned by M/s Tulsiani Constructions And Developers Private Limited the owner No.1 of the First Party.

vi) That out of 40% (Forty Percent) Built up area from the share of Builder's Firm M/s Param Jyoti Construction and Trade; 50% (Fifty Percent) of 40% (Forty Percent) Built up area on every Floor along with proportionate land of Multi Storied Office Complex/Commercial Complex shall be owned by its partner Sri Piyush Ailani and 25% (Twenty Five Percent) of 40% (Forty Percent) Built up area on every Floor along with proportionate land of Multi Storied Office Complex/Commercial Complex shall be owned by its partner Sri Pradeep Kumar Bhagat and the remaining 25% (Twenty Five Percent) of 40% (Forty Percent) Built up area on every floor along with proportionate land of Multistoried Office Complex/

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*श्री प्रदीप कुमार*



*Pradeep*

*Piyush*





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Commercial Complex shall be owned by its partners Sri Bhullan Ram Sonker and Smt. Sunita Sonker in equal proportion i.e. 12.5% (Twelve and half percent) each of 40% (Forty percent).

vii) That the Builder/Second Party shall provide parking on the Basement and Office/ Commercial space on Ground Floor and Upper Floors over the aforesaid land part portion of Free Hold Upvibhajit Upkhand Sankhya -53/2, Civil Station, Allahabad Area – 431.62 Sq. Meters; part portion Free Hold Upvibhajit Upkhand Sankhya – 53/4, Civil Station, Allahabad Area – 340.47 Sq. Meters; part portion of Free Hold Upvibhajit Upkhand Sankhya-53/6, Civil Station, Allahabad Area- 548.06 Sq. Meters and Free Hold Upvibhajit Upkhand Sankhya-53/3, Civil Station, on Elgin Road ( Now Lal Bahadur Shastri Marg), Allahabad Area- 151.88 Sq. Mtrs.; Total Area – 1472.03 Sq. Meters in the shape of open land fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan at its own cost and investment.

The Owners/First Party and the Builder/Second Party shall within three (3) months from the date of sanction of the plan by the A.D.A., Allahabad, shall mutually in writing decide, earmark and allocate the parking spaces in proportion of 60%: 40% respectively. Similarly M/s Tulsiani Constructions And Developers Private Limited the owner No.1 of the First party and Smt. Savitri Gupta and Rajesh Gupta respectively the owner Nos. 2 & 3 of the First Party shall mutually in writing decide, earmark and allocate the parking spaces in proportion of their share in commercial building out of 60% (Sixty Percent) share of the First Party.

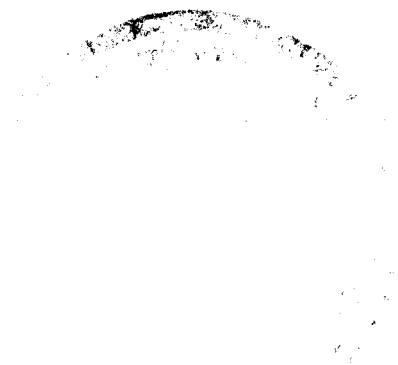
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viii) That the funds for construction of the building and completion of project shall be arranged and borne by the Builder at its own cost and expenses. Further, the Builder shall not keep it as security for any loan or advances in respect of the building to be constructed over the said property.

ix) That the Builder undertake that the proposed construction of Multi Storied Office Complex/ Commercial Complex shall be as per the sanctioned plan. However, it is an essential term of this contract that the foundation of the building shall be so made as to withstand a Multi Storied structure.

x) That the design and plan of the building shall have the essentials as per this agreement and herein mentioned and the Builder, undertakes to carry out the same at its own cost and expenses.

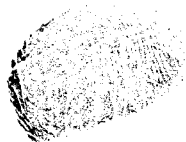
xi) That the Builder/Second Party hereby covenants that it shall maintain uniformity in the material and the specifications used in the building and shall also keep the fixtures and fittings same in respect of office/commercial space and the construction shall be made as per NBC Code.

xii) That a piece of land is in unauthorized occupation of one Ramesh Soni and proceeding for eviction is pending in the Court. M/s Tulsiani Constructions And Developers Private Limited owner No.1 of the First Party shall evict him from the said land at its own cost and expenses as far as earliest possible.

*Mehar Kumar Tulsiani*



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*Sunil*



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4. That it is specifically understood between the parties to this Builder's Agreement that such handing over of the site by the land owners to the Builder is merely a license to commence the construction activity and does not in any manner whatsoever, confer any right, title or interest of any sort in favour of the Builder.

5. That if during the course of construction of the building/ project any alterations, changes or deviations from the sanctioned plan become necessary or desirable or feasible, the said alterations, changes or deviations will be made with the prior consent of the Owners. Should the alterations, changes and/or deviations results in the levies of penalty or compounding fee or other charges by the Allahabad Development Authority, Allahabad or any other authority the same shall be borne and paid by the Builder alone.

6. That the entire project shall be completed by the Builder as far as possible within a period of 2 years (24 months) with further period of six (6) months grace period from the date of release of sanction of Building Plan by the A.D.A., Allahabad or from the date of delivery of possession by the Owners to the Builder of the land, subject matter of this Builder's Agreement, whichever is later. The aforesaid period of 2 years (24 months) with further period of six (6) months grace period shall not include such period during which the Builder will not be able to carry out construction work due to circumstances beyond its control like courts restrain order etc. The time is essence of this contract, however, the period of delay, if any,

*Mahesh Kumar Tuli*



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in completion on account of force beyond control of the Builder shall be excluded, provided the Builder, intimates in writing the Owners, within 7 days of the occurrence of such situation.

7. That since time is the essence of the contract, in the event of any delay in the completion of the development of the said land beyond the period of 2 years (Twenty Four months) with further 6(Six) month grace period i.e. 30(Thirty) months as mentioned above, the owner Nos.2 and 3 of the First party shall be entitled to an estimated and agreed compensation of Rs.3,00,000/- (Rupees Three Lac only) per month for the period of delay by the Builder. Similarly the owner No.1 of the First Party shall be liable to pay to the Builder/ Second Party an estimated and agreed compensation of Rs.3,00,000/- (Rupees Three Lac only) per month for the period of delay that may be caused due to any act/ or acts of the Owners/ First party, in contravention of the terms of this agreement.

8. That during the construction of the building, the Owners or any technical person authorized by them shall be entitled to inspect the quality of construction and if any deficiency is found then the Owners shall point out and discuss the same and then after mutual decision, it will be the duty of the Builder to rectify the same within a reasonable time with the consultation of the Architect.

9. That in respect of the entire material required for construction, payment to labourers, workmen etc. and all other charges and expenses

*Mahesh Kumar Tuli*



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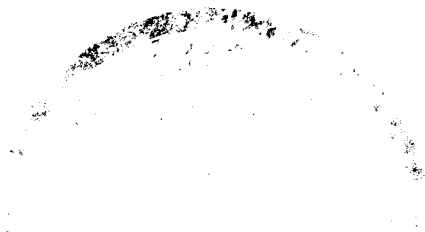


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required for construction activity or allied purposes shall be borne and paid by the Builder and the Owners shall not be liable for the same under any circumstances. It is further agreed that the Builder, shall be the principal employer for all workers, labourers etc. There shall be no legal relation between the workers employed by the Builder for the construction of the said building and the Owners.

10. That the Owners, shall have no responsibility nor will be in any manner liable for payment of the cost of material, goods, fixtures or any input which may go into or be required for the construction of the building. The entire cost of construction by whatsoever name called shall be borne and paid exclusively by the Builder.

11. That the Builder/Second Party have given a sum of Rs.5,20,00,000/- (Rupees Five Crore Twenty Lac only) to the owner No.1 M/s Tulsiani Constructions And Developers Private Limited as security amount as per details given in schedule of payment, given at the end of this deed and the receipt of which is hereby acknowledged by the owner No.1. The aforesaid entire amount of Rs. 5,20,00,000/- (Rupees Five Crore Twenty Lac only) shall be returned without interest by M/s Tulsiani Constructions And Developers Private Limited the Owner No.1 of the First Party to the Builder/ second Party within 3 (Three) months from the date of the completion certificate issued by A.D.A., Allahabad in respect of the project. In case M/s Tulsiani Constructions And Developers Private Limited, the Owner No.1 of the First Party fail to return the aforesaid amount, then it

*Mohd Kame Tulsiani* २१/१०/११ ३०॥ *[Signature]* Piyush  
   

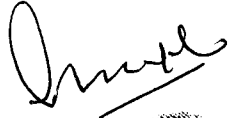






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shall also be entitled to sell @ Rs. 8,000/- per Sq. Ft. saleable area of its share to the Builder Second Party or its nominee(s) and get the aforesaid amount adjusted.

12. That, if required, the owner No.1 of the First Party shall get the sub-division of the land subject matter of this Builder's Agreement from the concern authority at its own cost and expenses and, if, the owner No.1 of the First Party express its inability to deposit/pay sub-division charges and the Builder/Second Party deposit/pay the said charges/ amount on behalf of the owner No.1 of the First Party, in that case, such amount shall be returned without interest by M/s Tulsiani Constructions And Developers Private Limited the Owner No.1 of the First Party to the Builder/Second Party within 6 (Six) months from the date of such deposit. M/s Tulsiani Constructions And Developers Private Limited the Owner No.1 of the First Party shall also be entitled to sell @ Rs.8,000/- per Sq. Ft. saleable area of their share to the Builder/Second Party or its nominee(s) and get the aforesaid amount adjusted.

13. That the present FAR permitted by the A.D.A., Allahabad is 2 basic with 1 purchasable FAR construction is to made three times the land area, which means that the map is to be sanctioned as per aforesaid FAR. However, in case during the period of construction, if the A.D.A., Allahabad permits more than three FAR, in such case, the Builder shall submit revised plan and shall construct as per revised FAR. The Owners/First Party and Builder/Second Party shall be exclusive owners of such additional

Mehar Kumar Tulsiani 21/12/2011  Piyush





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construction in proportion of 60% : 40% respectively. In case it is decided to purchase FAR from the competent authority, the 50% (Fifty Percent) cost for the purchase of FAR shall be jointly borne by all the owners of the First Party in proportion of their land and 50% (Fifty Percent) cost for the purchase of FAR shall be borne by the Builder/Second Party and the office/commercial space so constructed on the purchased FAR shall also be divided in proportion of 60%:40% respectively i.e. 60% (Sixty Percent) Built up area shall be jointly owned by all the owners of First Party in proportion of their land and 40% (forty Percent) Built up area shall be owned by the Builder. And if, M/s Tulsiani Constructions And Developers Private Limited of the First Party express its inability to deposit/ pay the proportionate amount of purchasing FAR and the Builder/ Second party deposit/pay the said amount of the share of the M/s Tulsiani Constructions And Developers Private Limited owner No.1 of the First Party to purchase FAR, in that case, the aforesaid amount shall be returned without interest by M/s Tulsiani Constructions and Developers Private Limited owner No.1 of the First Party to the Builder/Second Party within 6 (six) months from the date of such deposit. M/s Tulsiani Constructions And Developers Private Limited, the owner No.1 of the First Party shall also be entitled to sell @ Rs. 8,000/- per Sq. Ft. saleable area of its share to the second Party or its nominee(s) and get the aforesaid amount adjusted.

14. That it is specifically agreed that the Builder, or the Owners, or their respective transferees shall not cause or permit to be caused any obstruction or hindrance in the passages or common areas. Further, no

*Mahesh Kumar Tulsiani*

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structural alterations in respective allocations of the Owners and Builder shall be made which may endanger the stability of the buildings or cause or be likely to cause damage to the building, floors, ceiling or four walls etc.

15. That out of the entire 60% (Sixty Percent) Built up area from the share of the owners/First Party; 1320 Sq. Ft. Built up area on each Floor from ground Floor to Fifth Floor (Total 7920 Sq. Ft.) only along with proportionate land on the North-East corner having minimum 25 Ft. width towards North of the Multi Storied Office Complex/Commercial Complex shall be owned by Smt. Savitri Gupta and Rajesh Gupta as mentioned herein before in clause 3(v) of this Builder Agreement, after payment of mutually agreed cost of construction only of Built up area of their share from Ground Floor to Fifth Floor, the aforesaid Built up area shall vest absolutely in Smt. Savitri Gupta and Rajesh Gupta the owner Nos. 2 & 3 of the First party and they shall alone be entitled to either retain or sell the same at their own discretion by their own signature without any interference by M/s Tulsiani Constructions and Developers (Private) Limited the owner No.1 of the First Party or its successor or assignee(s) or nominee(s) and/ or by Builder or its successor(s) or heir(s) or assignee(s) or nominee(s).

Similarly the remaining of 60% (Sixty percent) Built up area alongwith proportionate land of the share of the owners/First Party owned by M/s Tulsiani Constructions And Developers (Private) Limited as mentioned herein before in clause 3(v) of this Builder Agreement shall vest

*Mahesh Kumar Tuli -*



*21/10/2013*



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absolutely in M/s Tulsiani Constructions And Developers Private Limited the owner No.1 of the owner/First party and M/s Tulsiani Constructions And Developers Private Limited shall alone be entitled to either retain or sell the same at its own signatures without any interference by Smt. Savitri Gupta and Rajesh Gupta the owner Nos. 2 and 3 of the First Party and/ or the builder or its successor(s) or heir(s) or assignee(s) or nominee(s).

16. That out of 40% Built up area from share of the Builder Firm M/s Param Jyoti Construction & Trade; 50% (Fifty Percent) of 40% (Forty Percent) Built up area on every floor along with proportionate land of Multi Storied Office Complex/Commercial Complex owned by its partner Sri Piyush Aailani as mentioned herein before in clause 3(vi) of this Builder Agreement shall vest absolutely in him and Piyush Aailani shall alone be entitled to either retain or sell the same at his own discretion by his own signature without any interference by the other partners of the Builder's Firm M/s Param Jyoti construction & Trade or their successor(s) or assignee(s) or nominee(s) and/or owners/ First Party or their successor(s), heir(s), assignee(s) or nominee(s).

Similarly 25% (Twenty Five Percent) of 40% (Forty Percent) Built up area of the share of the Builder's Firm on every floor along with proportionate land of Multi Storied Office Complex/ Commercial Complex owned by Sri Pradeep Kumar Bhagat the partner of M/s Param Jyoti Construction & Trade as mentioned herein before in clause 3(vi) of this Builder's Agreement shall absolutely vest in him and Pradeep Kumar Bhagat shall alone be entitled to either retain or sell the same at his own

*Mohit Kumar Tulsiani*



*21/12/2019*



*Pradeep*



*Piyush*





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discretion by his own signature without any interference by the other partner of the Builder's Firm M/s Param Jyoti Construction & Trade or their successor(s) or assignee(s) or nominee(s) and/or owners/First Party or their successor(s), heir(s) and nominee(s).

Similarly the remaining 25% (Twenty Five Percent) of 40% (Forty Percent) Built up area of the share of the Builder's Firm on every floor along with proportionate land of Multi Storied Office Complex/ Commercial Complex owned by its partners Sri Bhullan Ram Sonker and Smt. Sunita Sonker partners of Builder's Firm M/s Param Jyoti Construction & Trade as mentioned herein before in clause 3(vi) of this Builder Agreement shall vest absolutely in them and Bhullan Ram Sonker and Smt. Sunita Sonker shall alone be entitle to either retain or sell the same as their owns discretion by their own signatures without any interference by the other partners of the Builder's Firm M/s Param Jyoti Construction & Trade or their successor(s) or assignee(s) &/or owners/First Party or their successor(s), heir(s) and nominee(s).

It is made clear that the owners share shall not be affected in any manner in case there is any dispute among the builders. The 60% share of owners and the 40 % share of the Builder of developed saleable area shall be decided by Managing Director of M/s Tulsiani Constructions And Developers Private Limited Mr. Anil Kumar Tulsiani and Rajesh Gupta the Owners First party and Mr, Piyush Ayalani and their decision shall be binding on other Builders/partners of Builder's firms.

*Anil Kumar Tulsiani* *Rajesh Gupta* *Sunita* *Piyush*




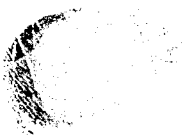




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17. That the portion of the Multi Storied Office Complex/ Commercial Complex so constructed by the Builder and which the Owners shall own, in terms of this Builder Agreement, shall be handed over by the Builder to the Owners on completion of the project as per the terms and conditions herein.

18. That barring the rights expressly conferred on M/s Tulsiani Constructions And Developers Private Limited owner No.1 and Smt. Savitri Gupta and Rajesh Gupta respectively owner Nos. 2 and 3 of the First Party in proportion of their land and the Builder/ Second Party under this agreement, all other rights in the property in question including the rights to the Terrance, roofs, grounds etc. shall be proportionately shared as per the above mentioned ratio i.e. as per clause 3(iv) of this Builder's Agreement. The Builder and the Owners shall not be entitled to confer on the prospective purchasers/ transferee any rights exclusively belonging to the other.

19. That the Owners, Builder, their transferees and other occupants, of the Multi Storied Office Complex/ Commercial Complex shall always be entitled to use and enjoy the passage, common areas and common amenities on all floors, of the Multi Storied Office Complex/ Commercial Complex.

*Mahesh Kumar Tulsiani* २१/०८/२०१८ *[Signature]* *Pirush*  
   





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20. That the Owners shall be entitled to enter into agreement for the transfer, sale or lease of the Owner's share. The Builder shall be entitled to enter into agreement for the transfer, sale or lease of the Builder's share.

21. That the Owners undertake that they will execute a letter or power of attorney or any other document in case the Builder so requires for the purpose of effective implementation of this agreement but in no case the Owners shall have any liabilities whatsoever either financial or otherwise.

22. That if due to any defect in the title of the Owners, any loss is caused to the Builder, the concerned owner(s) shall duly indemnify the Builder.

23. That it is agreed that after the completion of the development, as envisaged in this agreement the Builder shall remove materials and all debris from the said premises.

24. That the taxes or levies on the said building Office Complex/ Commercial Complex shall be paid as provided herein:

- a) That the Owners shall be liable for all taxes, charges, levies and other payments of like nature till constructions starts and the Builder shall not be liable for any part of the same.
- b) That all taxes, charges, levies or other payments such as water tax and any other tax of like nature due from when construction starts till the date of completion of the building

*Mahesh Kumar Tuli*



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and the parties occupying their respective allocation shall be borne and paid by the Builder exclusively.

- c) That the Municipal taxes on the completed building and such other levies, as may be put on the same after the occupation by the Owners of their allocation shall as long as the complex/ project in question is taxed or assessed as a whole shall be paid in aforementioned ratio by the parties here etc. It is clarified that if any demands are made subsequent to the completion of the building but relate to the period between the completion of the building as envisaged in this agreement, the same shall be paid by the Builder.
- d) That after the building is assessed separately in the name of the parties hereto or their respective purchasers/ transferee if any, then the respective owners shall be liable for their separate taxes etc.

25. That the Builder shall get electric meter installed in its own name for consumption of electricity during the time of construction of the building and shall incur all the cost and expenses towards it for installation of the electric meter. The charges in respect of the electricity consumed shall be borne by the Builder during the time of the construction of the building. Similarly, the water charges and other similar charges during the construction of the said building shall be borne by the Builder exclusively.

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26. That after the Multi Storied Office Complex/ Commercial Complex is completed and occupied by the Owners and Builder or their assignees/ agents/ representative/ licensees in what so ever capacity, the cost of its maintenance (in all respects) will be shared by all the occupants in proportion to the area in their possession.

27. That the Builder and Owners shall form a society comprising the Builder, Owners and their heirs, legal representatives, executors, nominees and assignees and transferees/ or assignees of various units of Multi Storied Office Complex/Commercial Complex and the said society shall be registered under the provisions of Society Registration Act and the said society shall be responsible for maintenance (in all respect) of the Multi Storied Office Complex/ Commercial Complex. Till formation and registration of such the Builder shall maintain the said Office Complex and shall be entitled to recover maintenance charges from the occupants/ transferees of various units of the Multi Storied Complex.

28. That it is also clarified that nothing in this agreement shall mean or be taken to mean that this agreement is a partnership.

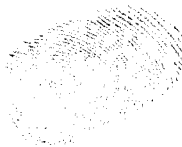
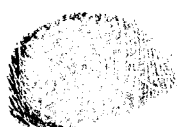
29. That the parties hereto shall be at liberty to enter into any supplementary agreement/ agreements in writing with each other, for the purpose of modifying, elucidating or making provision for any essential requirement for the due performance of this agreement and the said supplementary agreement/ agreements may not be registered.

*Mahesh Kumar Thakur*

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*Sharma*

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30. That in the event of any question or difference or dispute arising in connection with or in respect of or interpretation or scope of the agreement or any part thereof the same shall be referred to an arbitrator with the mutual consent of the owners and the builder and the decision of the sole arbitrator shall be final and binding on the parties hereto. The provisions of Arbitration Act, 1996 shall be fully applicable to the Arbitration proceedings.

31. That it is specifically mentioned and made clear that during construction of the Multi Storied Office Complex/Commercial Complex, the Owners including their heirs and LR's, executors, nominees and assignees shall not be entitled to stop the construction in any circumstances even during the pendency of arbitral proceeding.

32. That all expenses of whatsoever nature for the execution and registration of this agreement is borne and paid by the Builder.

33. That the Builder, assures and undertakes to keep the Owners, indemnified against third party claim and/or action arising out of any sort of act or omission of the Builder or any accident or relating to the construction of the proposed Multi Storied Office Complex/Commercial Complex. The Builder will carry out the construction in accordance with sanctioned plan and undertakes to pay any damages, penalties and/ or compounding fees payable to any authorities concerned to any deviation.

*Mahesh Kumar Tuli*

21/11/2018 5:00 PM

*[Signature]*

*Piyush*










Further the Owners and Builder, will follow, following terms and conditions together:

- a) That any of their transferee shall not use or permit use of their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal trade or activity nor use of allow the use thereof for any purpose which may create a nuisance or hazard to the other occupier of the building.
- b) That no transferee shall demolish or permit demolition of any wall or other structure in their respective allocation therein without the previous consent of the Builder/ Owners, Management/ Society/ Association/ Organization envisaged hereinafter in this behalf.
- c) That all the transferees shall keep the interiors, walls, sever, drains, pipes and other fittings and fixtures, appurtenances, floor and ceiling etc. in their respective allocation in the building in good working condition and repairs and in particular, so as not to cause any damage to the building or any space or accommodation therein and shall keep the Owners or Builder and the other occupiers of the building, as the case may be, indemnified from and against the consequences of any breach.
- d) That any of the their transferees shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the Owners and Builder and other occupiers of the

*Mahesh Kure Tibi-*  


*21/04/11*  


*Piyush*  








building, as the case may be, harmless and indemnified from and against the consequences of any breach.

- e) That all of their transferees shall permit the Builder/ Owners/ Management/ Society etc. and its servants and agents with or without workmen and others at all reasonable times to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part thereof and rebuilding, cleaning, lighting and keeping in order and good condition and common facilities for the purpose of maintaining, repairing and testing drains, gas and water pipes and electricity wires and for any similar purposes.
- f) That the Builder in consultation with the Owners shall frame scheme for management and administration of the said Multi Storied Office Complex/ Commercial Complex and/ or common area thereof, and they will also assess and determine the monthly maintenance charges payable by the occupiers of the Complex. The parties hereto agree to abide by all terms and conditions of the scheme framed for such Management/ Society/ Association etc.

34. That the Builder shall abide by all the laws, bye-laws, rules and regulations of the Government/ Local Bodies, as the case may be, and shall attend to answer and be responsible for any deviation, violation/ breach of any of the said laws, bye-laws, rules and regulations.

35. That Owners Office/ Commercial Space shall be fully completed in all respects.

*Mahesh Kumar Tuli* २१ दिनांक ३५११ *Shruti* Piyush  
   



**DETAILS OF PAYMENT**

| Sl. No. | Date       | Ch. No./UTR No.             | Bank Name & Address                             | Amount in Rs. |
|---------|------------|-----------------------------|---|---------------|
| 1.      | 08.05.2018 | UTR No.<br>VIJBH18128044582 | Vijaya Bank<br>Ltd., Beli<br>Road,<br>Allahabad | 55,00,000/-   |
| 2.      | 09.05.2018 | Cheque No.<br>662977        | Vijaya Bank<br>Ltd., Beli<br>Road,<br>Allahabad | 25,00,000/-   |
| 3.      | 29.05.2018 | UTR No.<br>VIJBH18149081969 | Vijaya Bank<br>Ltd., Beli<br>Road,<br>Allahabad | 48,00,000/-   |
| 4.      | 08.06.2018 | UTR No.<br>VIJBH18159049768 | Vijaya Bank<br>Ltd., Beli<br>Road,<br>Allahabad | 1,87,00,000/- |
| 5.      | 08.06.2018 | UTR No.<br>VIJBH18159050125 | Vijaya Bank<br>Ltd., Beli<br>Road,<br>Allahabad | 40,00,000/-   |
| 6.      | 13.06.2018 | UTR No.<br>VIJBH18164097888 | Vijaya Bank<br>Ltd., Beli<br>Road,<br>Allahabad | 40,00,000/-   |
| 7.      | 22.06.2018 | Cheque No.<br>662986        | Vijaya Bank<br>Ltd., Beli<br>Road,<br>Allahabad | 75,00,000/-   |
| 8.      | 22.06.2018 | Cheque No.<br>662987        | Vijaya Bank<br>Ltd., Beli<br>Road,<br>Allahabad | 50,00,000/-   |

Total (Rupees Five Crore Twenty Lac only) ..... Rs. 5,20,00,000/-

*Mahesh Kumar Tuli* २१६४०९७८८

*[Signature]*

*Piyush*










**DETAILS OF PROPERTY**

Part portion of Free Hold Upvibhajit Upkhand Sankhya -53/2, Civil Station, Allahabad Area – 431.62 Sq. Meters; part portion Free Hold Upvibhajit Upkhand Sankhya – 53/4, Civil Station, Allahabad Area – 340.47 Sq. Meters; part portion of Free Hold Upvibhajit Upkhand Sankhya-53/6, Civil Station, Allahabad Area- 548.06 Sq. Meters and Free Hold Upvibhajit Upkhand Sankhya-53/3, Civil Station, on Elgin Road ( Now Lal Bahadur Shastri Marg), Allahabad Area-151.88 Sq. Meters; Total Area – 1472.03 Sq. Meters in the shape of open land and bounded as below:

- North - Land affected from Master Plan thereafter Elgin Road (Now Lal Bahadur Shastri Marg), Allahabad.
- South - Part of Free Hold Upvibhajit Upkhand Sankhya-53/2, Civil Station, Allahabad.
- East - Part of Free Hold Upvibhajit Upkhand Sankhya-53/4, Civil Station, Allahabad and other's Building.
- West - Part of Free Hold Upvibhajit Upkhand Sankhya- 53/2, Civil Station, Allahabad and part of Upvibhajit Upkhand Sankhya- 53/6, Civil Station, Allahabad.

And also shown to be bounded by red lines in the annexed plan.

Mahesh Kewar Tobi - शाहिकरी ३३९॥   
    Piyush





**Note:** The land situates on Elgin Road (Now Lal Bahadur Shastri Marg), Allahabad which situates on segment "From Towards west of cooper Chauraha uptill G.P.O." mentioned at page 32, Bhag-3 (Praroop-3), Sl. No.6, in the Circle rate fixed by Collector, Allahabad for the year-2017-18 w.e.f. 30.10.2017.

**VALUATION OF PROPERTY FOR THE PURPOSES OF PAYMENT OF STAMP DUTY:**

Area – 1472.03 Sq. Meters.

Value of land

@ Rs.67,200/- per sq. Meters = 1472.03 Sq. Mtrs.X Rs. 67,200/-

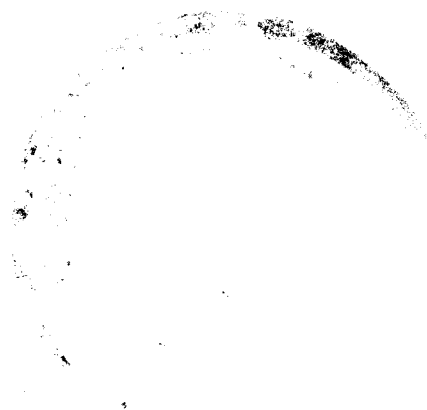
= Rs. 9,89,20,416/-

Or Rs. 9,89,21,000/-

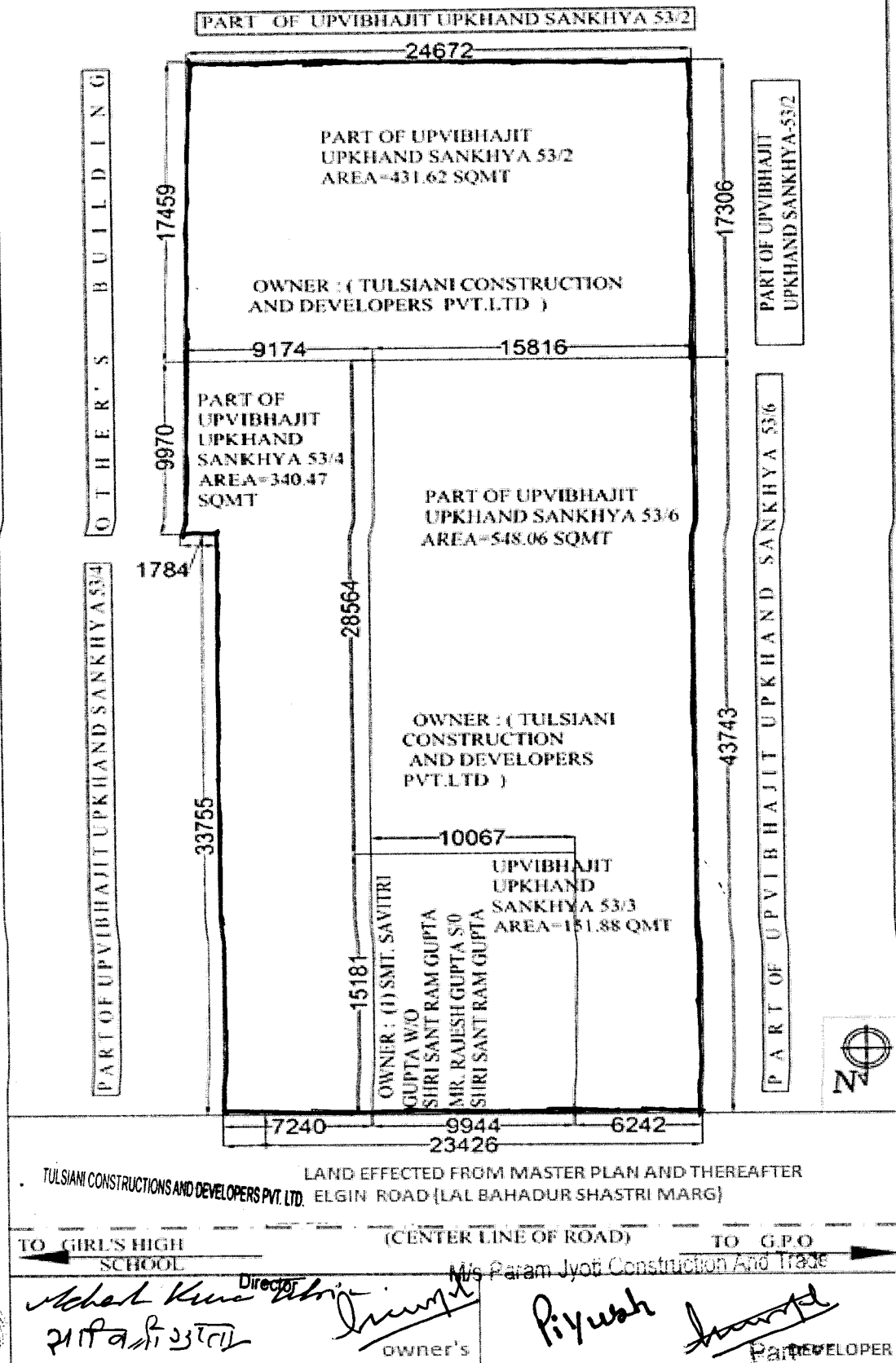
Stamp Duty of Rs. 69,24,470/- is payable on Rs. 9,89,21,000/- as per G.O. No. 2756/11 dated 30.06.2008 of U.P. Govt.

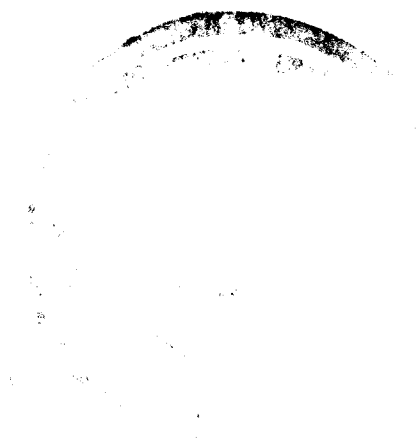
*Mahesh Kumar Tripathi* - २१ जून २०११ *[Signature]* *Piyush*





SITE PLAN OF UPVIBHAJIT UPKHAND SANKHYA 53/3, CIVIL STATION, ALLAHABAD, AREA 151.88 SQMT.; PART PORTION OF UPVIBHAJIT UPKHAND SANKHYA 53/2, CIVIL STATION, ALLAHABAD AREA 431.62 SQMT.; PART PORTION OF UPVIBHAJIT UPKHAND SANKHYA 53/4, CIVIL STATION ALLAHABAD AREA 340.47 SQMT. & PART PORTION OF UPVIBHAJIT UPKHAND SANKHYA 53/6, CIVIL STATION ON ELGIN ROAD (NOW LAL BAHADUR SHASTRI MARG) ALLAHABAD, AREA 548.06 SQMT. HAVING TOTAL AREA 1472.03 SQMT. IN THE SHAPE OF OPEN LAND





[34]

Stamp Duty of Rs.69,25,000/- is payable through E'Stamp bearing Certificate No.IN-UP04665106030439Q dated 14.06.2018

IN WITNESS WHEREOF We the parties hereto have signed and executed this Deed of Builder's Agreement out of our own free will and accord in the presence of witnesses.

Builder/Second Party

M/s Param Jyoti Construction Pvt. Ltd.  
Piyush

Owners/ First Party

1. Mohan Kumar Tuli

2. [Signature]

3. [Signature]

Witnesses

1. Hemant Kumar Sindhi [Signature]  
[Aadhaar No.5106 0947 0141]  
Son of Late Jamuna Das  
Resident of 17, Industrial Colony, Naini, Allahabad.  
[Mobile No. 9415214404]



2. AWADHESH CHANDRA MISHRA [Signature] Advr  
[Advocate Identity No. U.P.1920/1996 ]  
Son of Late R.C. Mishra  
Resident of 230-C, Bahadurganj, Allahabad.  
[Mobile No. 9307386060]



Drafted by: Arun Kumar Singh Advocate  
Civil court, Allahabad

Typed by: [Signature]

बही संख्या 1 जिल्द संख्या 10038 के पृष्ठ 397 से 466 तक क्रमांक 3029 पर दिनांक 15/06/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

अरविंद कुमार प्र)  
उप निबंधक : सदर प्रथम  
इलाहाबाद

