

Certificate No. Certificate Issued Date Account Reference Unique Doc. Reference

Purchased by

Description of Document Property Description

Consideration Price (Rs.)

First Party Second Party Stamp Duty Paid By Stamp Duty Amount(Rs.)

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Government of Uttar Pradesh

e-Stamp

IN-UP020081720613970

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SUBIN-UPUPSHC110102398497455

MAA LALITA ENTERTAINMENT AND PENELOPERS PUTLITO

Article 5 Agreement of and agreement ...

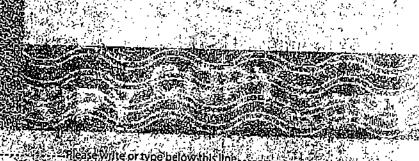
NAZUL NOW FREEHOLD LAND NO HIGD ON L. STATION SITUATED AT 35 THORNHILL ROAD ALL D. More Detail As Per Deed

(Zero)

SARADIKUMARIVARSHNEYAND MANOJ KUMAR VARSHNEY

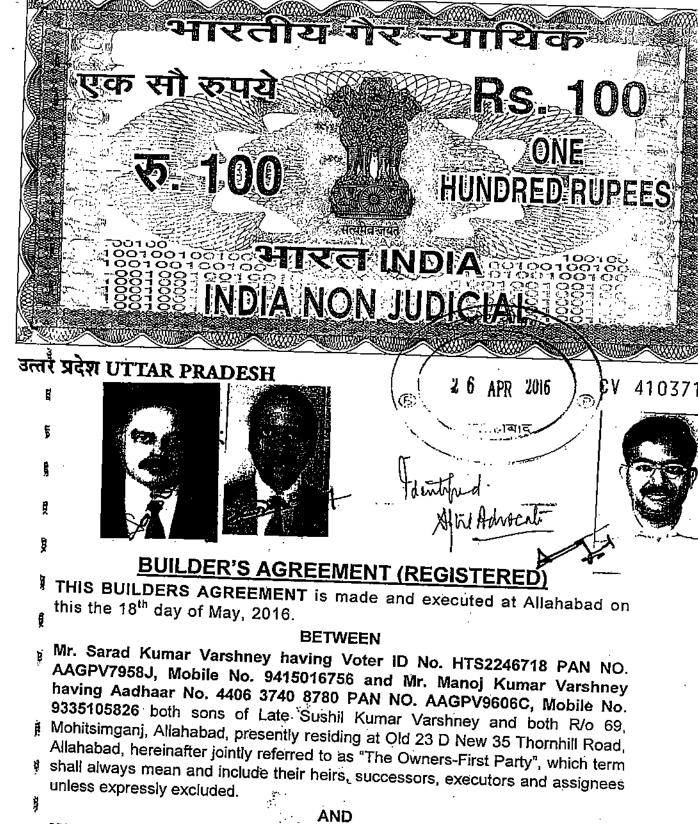
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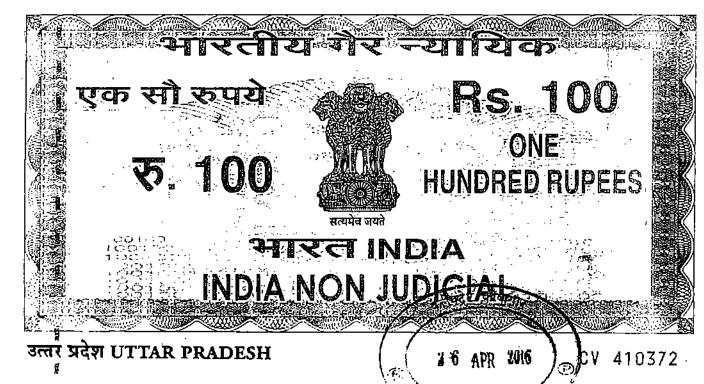


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M/s Maa Lalita Entertainment & Developers Private Limited, PAN No. AAECM7538A a duly incorporated company under the provisions of Companies Act, 1956 having its registered office at 265/316, Old Katra, Allahabad through its Managing Director Sanjeev Agarwal S/o Late



Shyam Lal Agarwal R/o 265/316, Old Katra, Allahabad, having Aadhar No. 496279441185, PAN No. AADCV1281G Mobile No. 9839054198, hereinafter referred to be as "The Builder-Second Party" which term shall always mean and include its successors, Legal Representatives, executors and

assignees; unless expressly excluded.

AND WHERESAS Mr. Sarad Kumar Varshney and Mr. Manoj Kumar Varshney both sons of Late Sushil Kumar Varshney and both R/o 69, Mohitsimganj, Allahabad, presently residing at Old 23 D New 35 Thornhill Road, Allahabad, are the owners of Nazul now free hold land numbered as 113D, Civil Station, Allahabad measuring 2225.92 sq.mts. situated at Mohalla Thornhill Road and bearing municipal number 35, Thornhill Road, Allahabad vide freehold deed dated 23.03.2012 executed by the ADM (Nazul), Allahabad on behalf of the Governor of Uttar Pradesh which is registered with the office of Sub Registrar (First), Allahabad in Bahi number 1, Zild number 7402, in page number 305 to 352 at serial number 1512 on 23.03.2012.

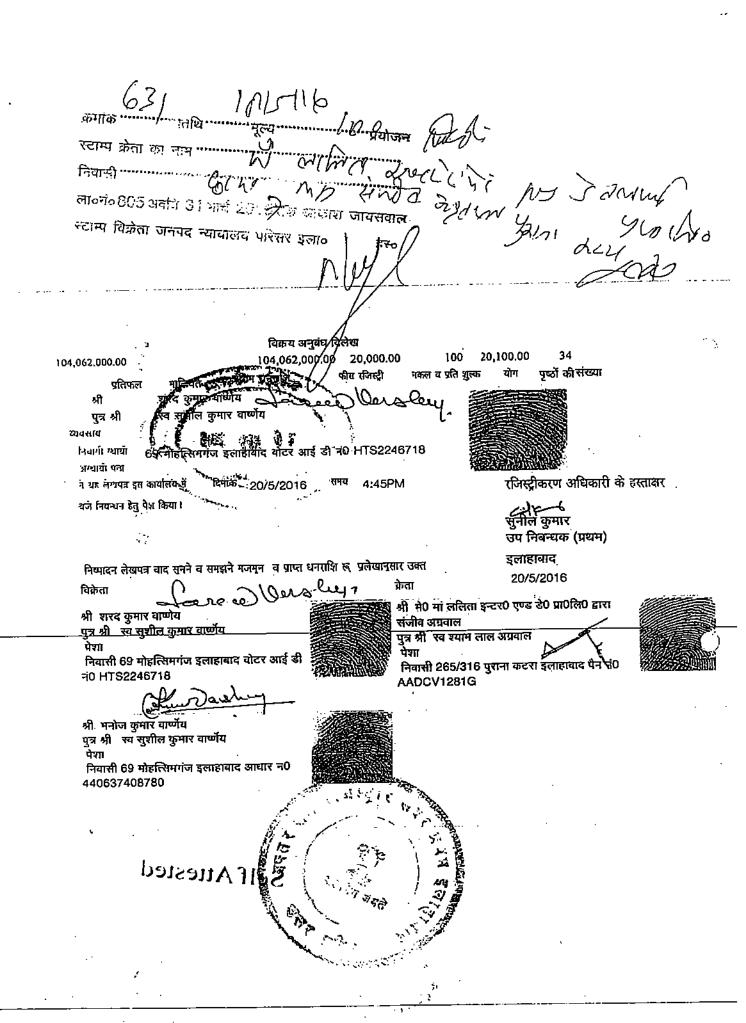
AND WHERESAS the owners are interested in developing the aforesaid plot of land by construction of a "Multistoried Residential Complex" as may be permitted by the Allahabad Development Authority, Allahabad.

AND WHERESAS "The Builder-Second Party" offered to develop the said multistoried residential complex as may be permitted by the Allahabad Development Authority over the aforesaid Nazul now free hold land numbered as 113D, Civil Station, Allahabad measuring 2225.92 sq.mts. situated at the crossing of Thornhill Road and Strachey Road and bearing municipal number 35, Thornhill Road, Allahabad and the aforesaid offer has been accepted by

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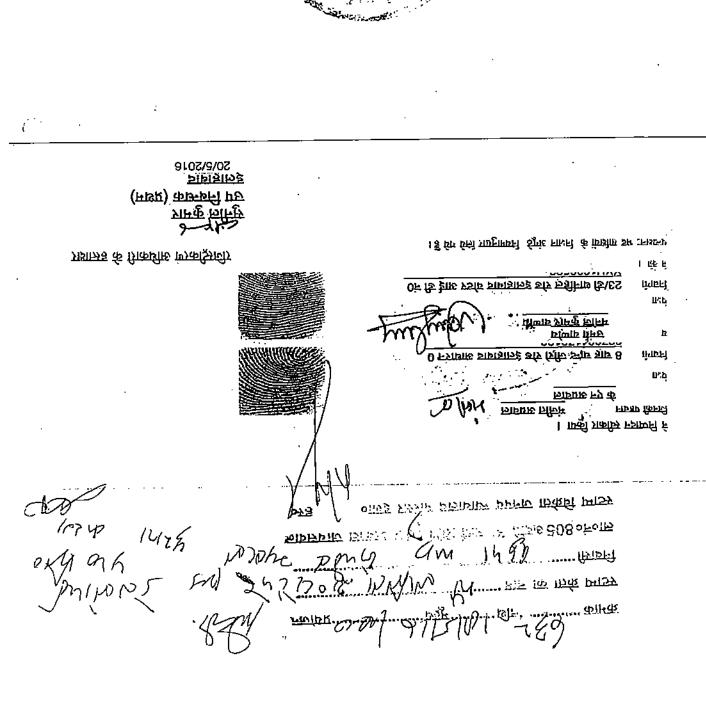
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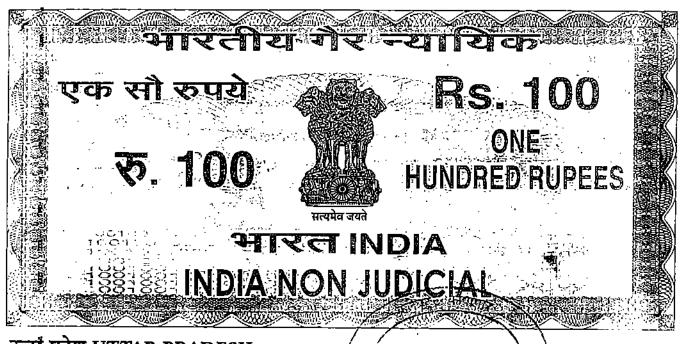
"The Owners-First Party" as per terms and conditions given herewith in this Builder's Agreement.

AND WHERESAS "The Owners-First Party" has represented and assured "The Builder-Second Party" as follows: -

- E "The Owners-First Party" has not entered into any Agreement of either sale or mortgage or development of the said premises with any one else in the past.
- į. 2. The property is free from all encumbrances and charges in any manner.
 - There is not legal dispute pending against the aforesaid freehold land.
- That except "The Owners-First Party" or their successors, no body else has any right, title or interest, claim or demand whatsoever or howsoever into or ä upon the said property.
 - That there is no notice of acquisitions or requisition received or pending in 5. respect of the above Nazul now free hold land numbered as 113D, Civil Station, Allahabad measuring 2225.92 sq.mts. situated at the crossing of Thornhill Road and Strachey Road and bearing municipal number 35, Thornhill Road, Allahabad.

AND WHERESAS on the basis of aforesaid representations and finding the same to be true, ""The Builder-Second Party" has decided to develop the aforesaid property and agreed for the construction of multistoried residential complex as may be permitted by the Allahabad Development Authority, Allahabad by its own investment and money on the said Nazul now free hold land numbered as 113D, Çivil Station, Allahabad measuring 2225.92 sq.mts. situated at the crossing of Thornhill Road and Strachey Road and bearing





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municipal number 35, Thornhill Road, Allahabad, on the terms and conditions as contained hereinafter.

NOW "THE OWNERS-FIRST PARTY" AND THE BUILDER SECOND PARTY **HERETO CONVENANT AS UNDER:-**

- That "The Owners-First Party" do hereby declare that Nazul now free hold land numbered as 113D, Civil Station, Allahabad measuring 2225.92 sq.mts. situated at the crossing of Thornhill Road and Strachey Road and bearing municipal number 35, Thornhill Road, Allahabad, is exclusively owned and possessed by "The Owners-First Party" and is free from any encumbrances, lien or charges.
- "The Owners-First Party" has provided to "The Builder-Second Party" the rights to construct the said multistoried residential complex over the aforesaid Nazul now free hold land numbered as 113D, Civil Station, Allahabad measuring 2225.92 sq.mts. situated at the crossing of Thornhill Road and Strachey Road and bearing municipal number 35, Thornhill Road,
- That "The Builder-Second Party" got prepared the building plans of the proposed residential complex for construction of 22 flats / residential units B over the aforesaid property measuring 2225.92 sq.mts. by a competent architect and that "The Owners-First Party" has submitted the same with the Allahabad Development Authority for its approval / sanction. That the Allahabad Development Authority vide its number 113/৫০৯০(त.स.-2)/Zone-1/যু0ল০ 2015–16 dated 11.05.2016 has sanctioned the building plan over aforesaid property.

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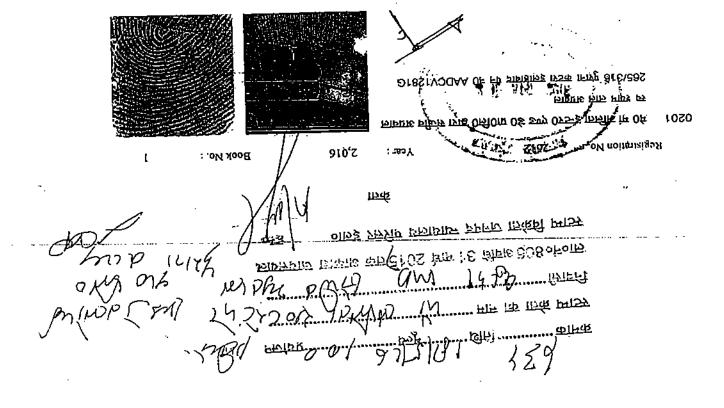


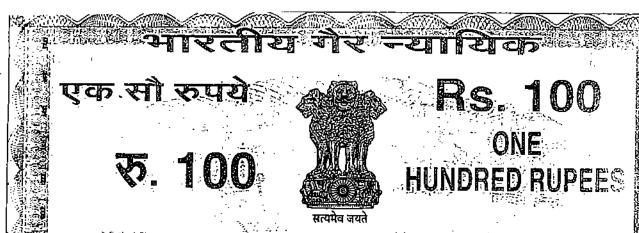
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That the aforesaid residential complex to be built over free hold land numbered as 113D, Civil Station, Allahabad measuring 2225.92 sq.mts. and bearing municipal number 35, Thornhill Road, Allahabad. shall be known as 'Vinayak Lata Kunj'.

- That the aforesaid building plan for construction of 'Vinayak Lata Kunj' comprising of 22 flats / residential units and which has been sanctioned by the Allahabad Development Authority has been annexed to this Builder's Agreement as Annexure No. 1
- That all cost / charges required for sanction of the aforesaid building plans ₹ 6. has been borne by the "The Builder-Second Party".
- **₹** 7. That "The Owners-First Party" and ""The Builder-Second Party" from this date onwards shall jointly have right to get the existing sanctioned plan revised by Allahabad Development Authority, Allahabad. It is made clear that the "The Owners-First Party" shall from the date of this "Builder Agreement shall have no right to get building plans revised / modified unilaterally from any competent authority unless the same has been counter signed by ""The Builder-Second Party" nor "The Owners-First Party" shall have any right to get the said building plans cancelled at any time during the course of development. :
- That due to inadvertent oversight a portion of Nazul Site could not get converted into free hold which the First Party shall get done from the Collector Allahabad as per the freehold policy of the State Government and shall also bear the cost towards the same. Once the said portion of the land gets converted into free hold by The Owner-First Party in its favour then the





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said land shall also become part of the proposed residential complex 'Vinayak Lata Kunj' and FAR towards the same shall be got sanctioned from the Allahabad Development Authority as per the rules of the ADA.

That "The Builder - Second Party" has paid a sum of Rs. 1,00,00,000/- (One Crore Only) as interest free refundable security deposit to the "The Owners-First Party" as per following details.

B Details of the Payment: -

(Payment in favour of Mr. Sarad Kumar Varshney)

6 Date 20.01.16

Cheque Amount

Bank/Cash

354584 50,00,000/-HDFC Bank Ltd. Civil Lines, Allahabad (Payment in favour of Mr. Manoj Kumar Varshney)

Date

Cheque

Amount

Bank/Cash

20.01.16

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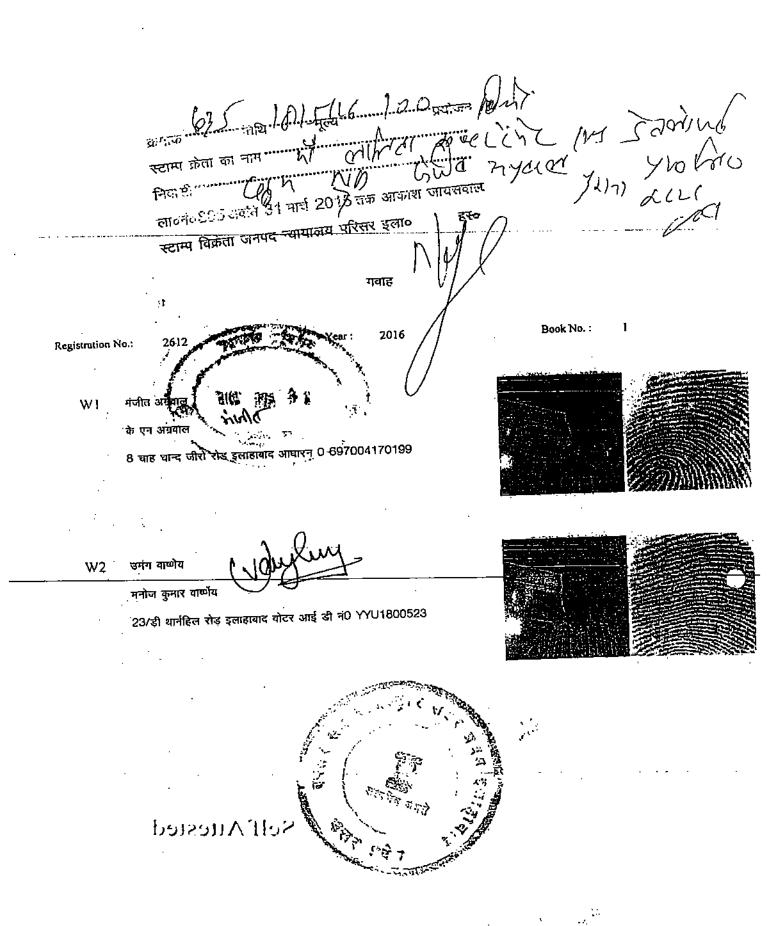
50,00,000/-

HDFC Bank Ltd. Civil Lines, Allahabad

The above mentioned interest free security deposit shall only be refundable once the above mentioned project has been completed in all respect and once completion certificate is issued by the ADA

10. That "The Builder - Second Party" undertakes to start the construction work after receipt of the sanctioned building plan from the ADA or hand over of vacant possession of the aforesaid property by The Owner-First Party to The Builder -Second Party and complete the construction of the building within 3 years but not later than 4 years.

11. That in case The Builder - Second Party fails to complete the constructions as per the sanctioned plan within the above specified period then The Owner-First Party shall be at liberty to complete the remaining construction and charge





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If the amount so required towards the same from "The Builder Second Party". In such an eventuality "The Builder - Second Party" shall pay to "The Owner - First Party" all such sum of money invested by "The Owner - First Party" to get the remaining work completed and that "The Builder - Second Party" shall pay to I'The Owner - First Party" interest @1.5% per month towards any outstanding amount due till the date of such payment.

12. That "The Owners-First Party" Mr. Sarad Kumar Varshney and Mr. Manoj Kumar Varshney shall have all rights as exclusive owner of the under mentioned flat along with proportionate land and all common amenities provided in the said multistoried residential complex to be built by "The Builder-Second Party" as per the Building plans Sanctioned by the Allahabad Development Authority, Allahabad.

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Flats/Apartment of Mr. Sarad Kumar Varshney and Will Manoj Varshney

Sr. No.	Flat No.	Unit No.	Floor No.	Туре
1	1	101	First	4 BHK
2	2	102	First	4 BHK
3	1	201	Second	4 BHK
4	2	202	Second	4 BHK
5	1	301	Third	4 BHK
6	2	302	Third	4 BHK
7	1	701	Seventh	4 BHK
8	2	702	Seventh	4 BHK
9	1	901	Ninth	4 BHK
10	1	1001	Tenth	4 BHK
11	2	1002	Tenth	4 BHK
12	2	1102	Eleventh	3 ВНК

That "The Owners-First Party", shall also have all rights to use proportionate Car Parking space on the covered still floor, basement and the open area. "The Owners-First Party" shall also have all rights to allot







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the said car parking space to the prospective purchaser/s of the above flat and receive the consideration for the same if any, as per the parking plan jointly prepared by "The Builder-Second Party" and "The Owners-First Party".

That "The Owners - First Party", shall solely have all rights to allot, book, enter into agreement to sell, execute sale deed, lease deed or any other valid document in respect of the above mentioned flat to prospective purchaser/s and to receive the sale consideration/advance, rent for the same and discharge its valid receipt without any interference of any other party to this Builders Agreement.

13. That "The Builder-Second Party", shall solely have all rights as owner of the under mentioned flats along with proportionate land and all common amenities provided in the said multistoried residential complex to be built by "The Builder-Second Party" as per the Building plans Sanctioned by the Allahabad Development Authority, Allahabad.

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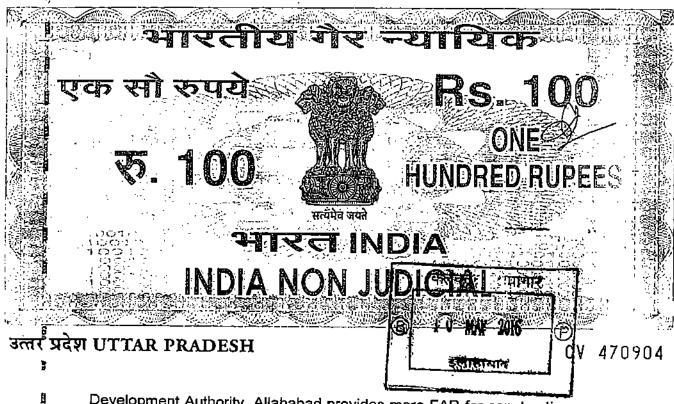
Flat/Apartment of "The Builder-Second Party"

Sr. No.	Flat No.	Unit No.	Floor No.	Type
1	1	401	Fourth	4 BHK
2	2	402	Fourth	4 BHK
3	1	501	Fifth	4 BHK
4	2	502	Fifth	4 BHK
5	1	601	Sixth	4 BHK
6	2	602	Sixth	4 BHK
7	1	801	Éighth	4 BHK
88	2	802	Eighth	4 BHK
9	2	902	Ninth	4 BHK
10	1	1101	Eleventh	3 BHK

That "The Builder - Second Party", shall solely have all rights to allot, book, enter into agreement to sell, execute sale deed, lease deed or any other valid document in respect of the above mentioned flat to prospective purchaser/s and to receive the sale consideration/advance, rent for the same and discharge its valid receipt without any interference of any other party to this Builders Agreement.

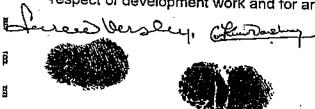
14. That terrace of the multistoried complex shall be exclusively owned possessed by "The Owners-First Party" hereto and if Allahabad

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Development Authority, Allahabad provides more FAR for construction over terrace in that case "The Builder-Second Party" shall raise construction as per Building Plan and the cost thereof and the amount to be deposited with Allahabad Development Authority, Allahabad or any other Department shall be borne by "The Builder-Second Party". "The Owners-First Party" and "The Builder-Second Party" shall be the exclusive owners of the said construction in the ratio of 55:45 where in The Owner-First Party shall get 55% while The Builder-Second Party shall get 45%.

- 15. That the Electric and General Store provided in the said project on the Stilt Level shall in exclusive ownership and usage of "The Owner First Party" without interference of any other.
- 16. That in respect of the entire materials required for construction, payment of labours, workmen etc. and all the other charges and expenses required for construction activity or allied purposes shall be borne and paid by "The Builder-Second Party" exclusively. "The Owners-First Party" shall not be liable for the same under any circumstances. "The Builder-Second Party" shall be the principal employer for all workers and labours etc.
- That "The Builder-Second Party" assures and undertakes to keep "The Owners-First Party", indemnified against any third party claim/or action arising out of any sort of act or omission of "The Builder-Second Party" or any accident relating to the construction of the proposed multistoried residential complex. "The Builder-Second Party" shall also be responsible to pay any damages, penalties and or compounding fees etc. payable in respect of development work and for any deviations.



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18. That all property taxes payable to Nagar Nigam, Allahabad or Jal Sansthan, Allahabad regarding the premises in the question till date of this agreement shall be borne and paid by "The Owners First Party" and from the date of agreement, "The Builder-Second Party" shall bear and pay the taxes and all other levies that may be imposed by Nagar Nigam, Allahabad, Allahabad Development Authority, Allahabad or any other Local Body and Authority.

That the Flats fallen in the share of the "The Owners-First Party" fully described herein before in this agreement together with proportionate land shall absolutely vest in "The Owners-First Party" and "The Owners-First Party" shall be entitled to either retain or sell the same at their own discretion by their own signatures without any interference by "The Builder-Second Party" or its successors, assignees or nominees. "The Owners-First Party" shall have full rights to receive sale consideration/advance sale consideration/rent of the flats of their respective share.

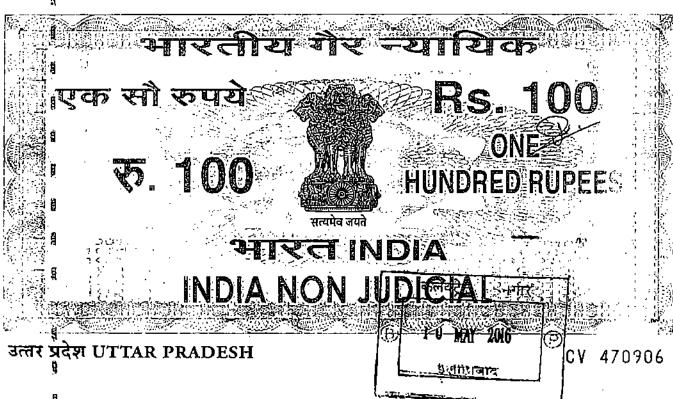
20. That similarly the Flats fallen in the share of "The Builder-Second Party" as per details given hereinbefore in this agreement together with proportionate land shall absolutely vest in "The Builder-Second Party" and "The Builder-Second Party" alone shall be entitled to either retain or to transfer, sell or assign or let out the same by its own signatures without any interference by "The Owners-First Party" or their heirs, legal representatives, executors, Assignees and nominees. "The Builder-Second Party" shall have full rights to receive actual sale consideration/advance sale consideration/lease rent in respect of the flats in its share.

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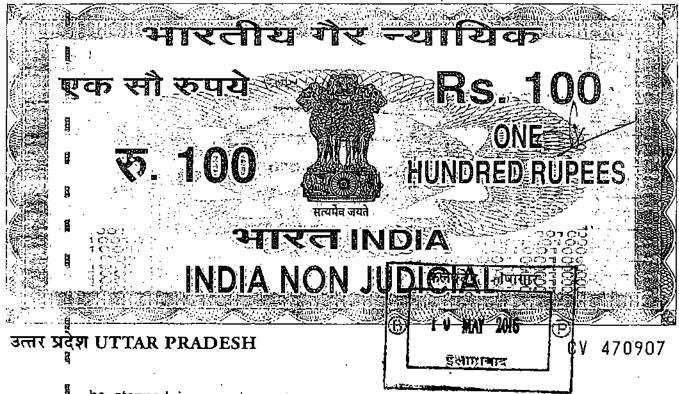
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- That the open areas of the plot after construction of building of the Multi Storied Group Housing Scheme shall be exclusively under control and management of the parties hereto and the same shall always be used by the parties hereto for more benificial enjoyment of the Multistoried Group Housing Scheme, till such time the said Multistoried Group Housing Scheme is handed over to the residents Welfare Society for its future maintenance.
- 22. That the passage, common area and common amenities of the Multistoried Group Housing Scheme shall always be available for use to "The Owners-First Party", "The Builder-Second Party", their transferees and assignees:
- 23. That in the event of any question of difference or dispute arising in connection with or in respect of interpretation or scope of the agreement or any part thereof the same shall be referred to 3 Arbitrators, one each to be appointed by "The Owners-First Party" and "The Builder-Second Party" and the Third Arbitrator to be appointed by the aforesaid two Arbitrators and the decision of the arbitrators shall be final and binding on the parties hereto. The provisions of Arbitration Act, 1996 shall be fully applicable to the arbitration proceedings. The place of arbitration shall be Allahabad and the language shall be English/Hindi.
- That it is specifically mentioned and made clear that during construction of the Multistoried Group Housing Scheme, "The Owners First Party" including their heirs and LRs, executors, nominees and assignees shall not be entitled to interfere in any manner in the construction of the said multistoried residential housing complex and the construction work shall not

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be stopped in any circumstances even during pendency of the arbitral proceeding.

That after the said Multistoried Residential Complex has been completed and occupied by "The Owners-First Party", "The Builder-Second Party" and or their assignees, agents, representative. Licensees in whatsoever capacity, the cost of maintenance of the said residential complex (in all respects) will be shared by all i.e. "The Owners - First Party", "The Builder - Second Party" and or their assignees, agents, representative, licensees in whatsoever capacity in proportion to the area in their possession or as may be decided by "The Owners-First Party" and ""The Builder-Second Party"".

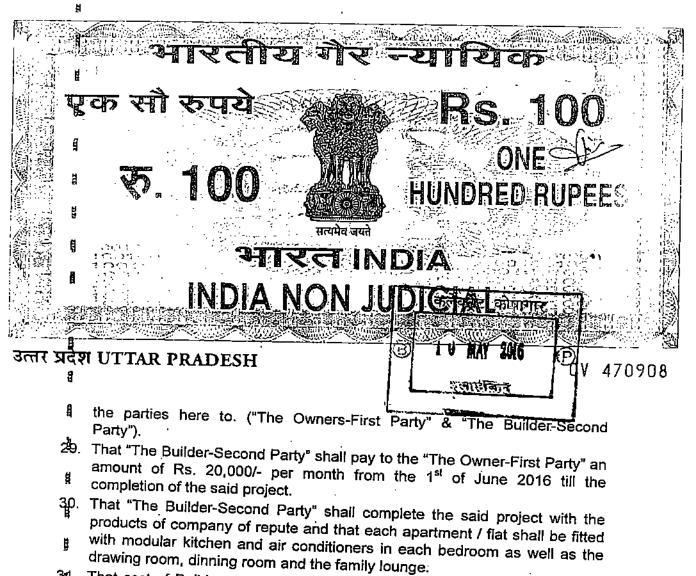
26. That "The Builder-Second Party" shall be responsible for the construction as per laid down rules and regulation and shall follow and adhere to all mandatory regulations. Any fine or penalty imposed by any department due to the default of The Builder-Second Party shall be borne by The Builder-Second Party.

That "The Owners-First Party" and "The Builder-Second Party" shall jointly decide the way by which the maintenance of the said multistoried residential complex shall be carried out and shall also decide the charges/rates or maintenance and the security deposit to be taken in this regard from the prospective purchasers/occupiers of the different units of the proposed 'Vinayak Lata Kunj'.

28. That the terms of this Builders Agreement supersedes all earlier negotiations, discussions or agreements whether written or oral amongst

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ঞ্জা. That cost of Builders Agreement including payment of stamp duty is being borne by "The Builder-Second Party". The Stamp Duty of this Builder's

Agreement has been paid through E-Stamp bearing certificate no. IN-UP020081720613970 and serial No. vo.0000502560

IN WITNESS WHEREOF the parties hereto have signed this Builder's Agreement with their own good and free will and accord and without any coercion and in sound state of mind and hgalth on this the 18th day of May, 2016 at Allahabad.

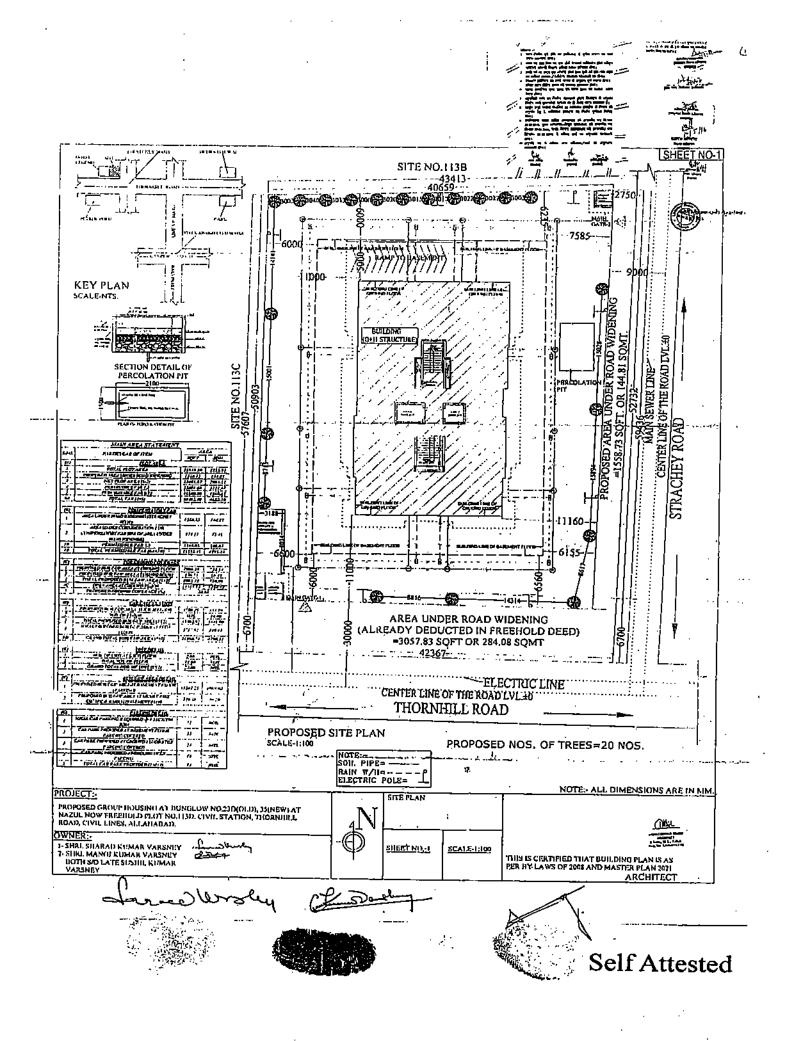
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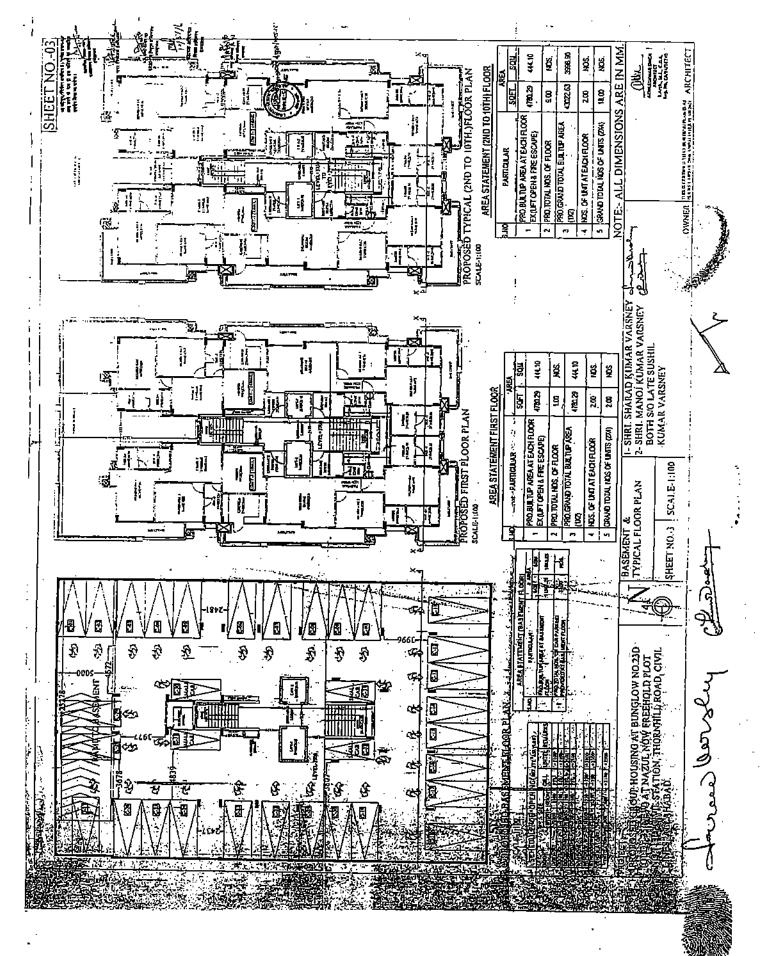
NAZUL NOW FREE HOLD LAND NUMBERED AS 113D, CIVIL STATION, ALLAHABAD MEASURING 2225.92 SQ.MTS. SITUATED AT THE CROSSING OF THORNHILL ROAD AND STRACHEY ROAD AND BEARING MUNICIPAL NUMBER 35, THORNHILL ROAD, ALLAHABAD AND BOUNDED AS BELOW:

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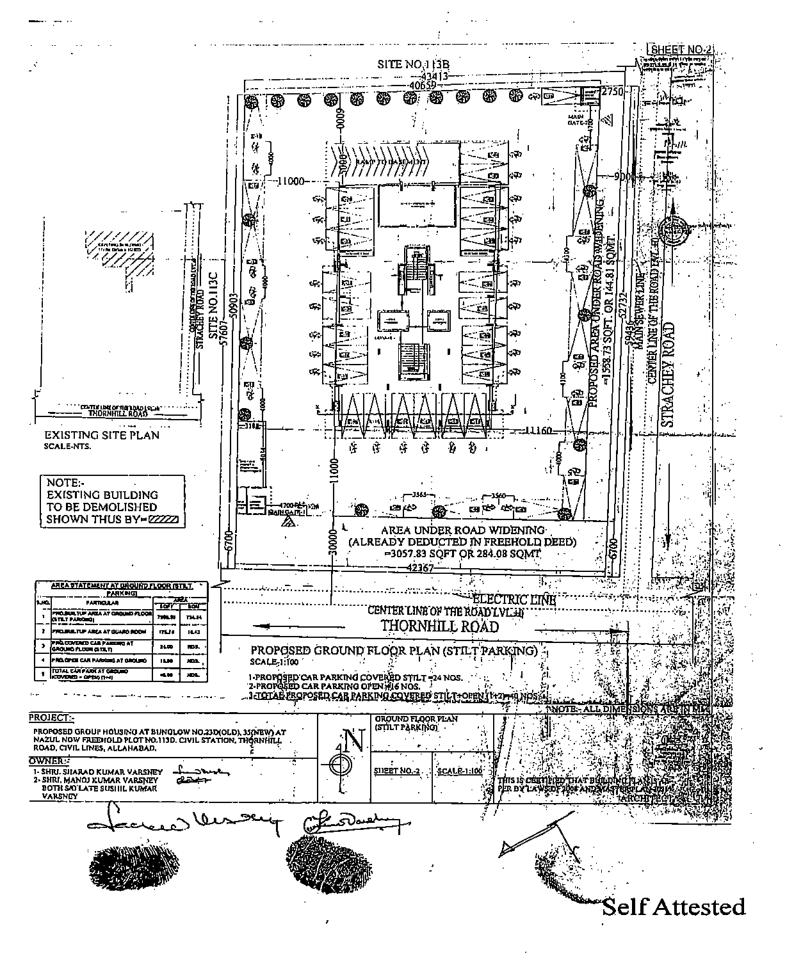
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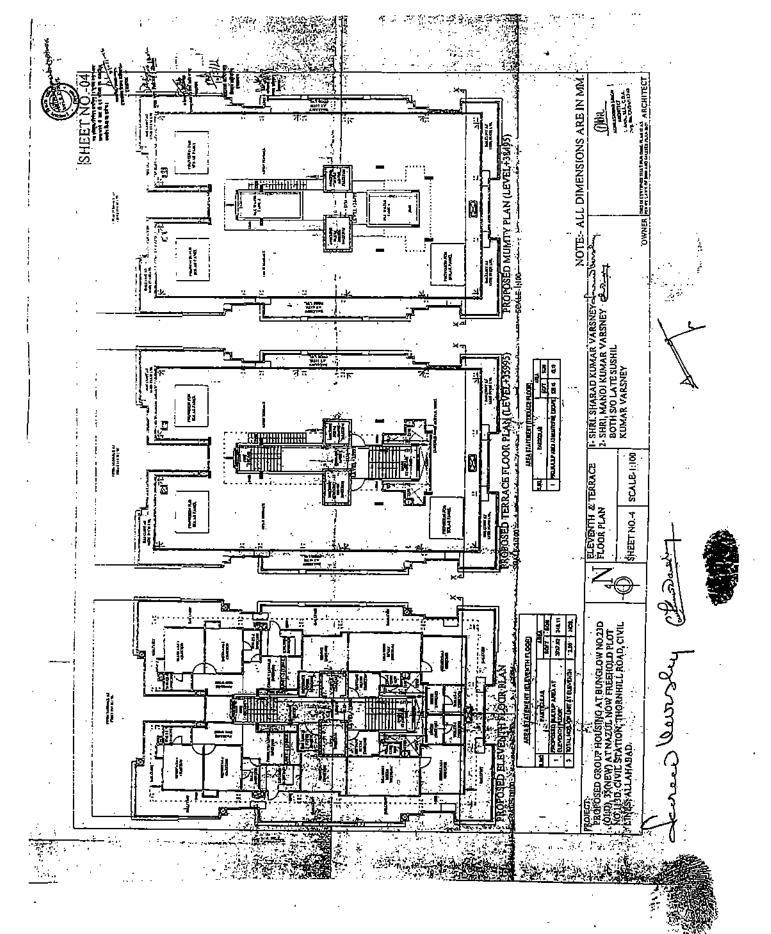
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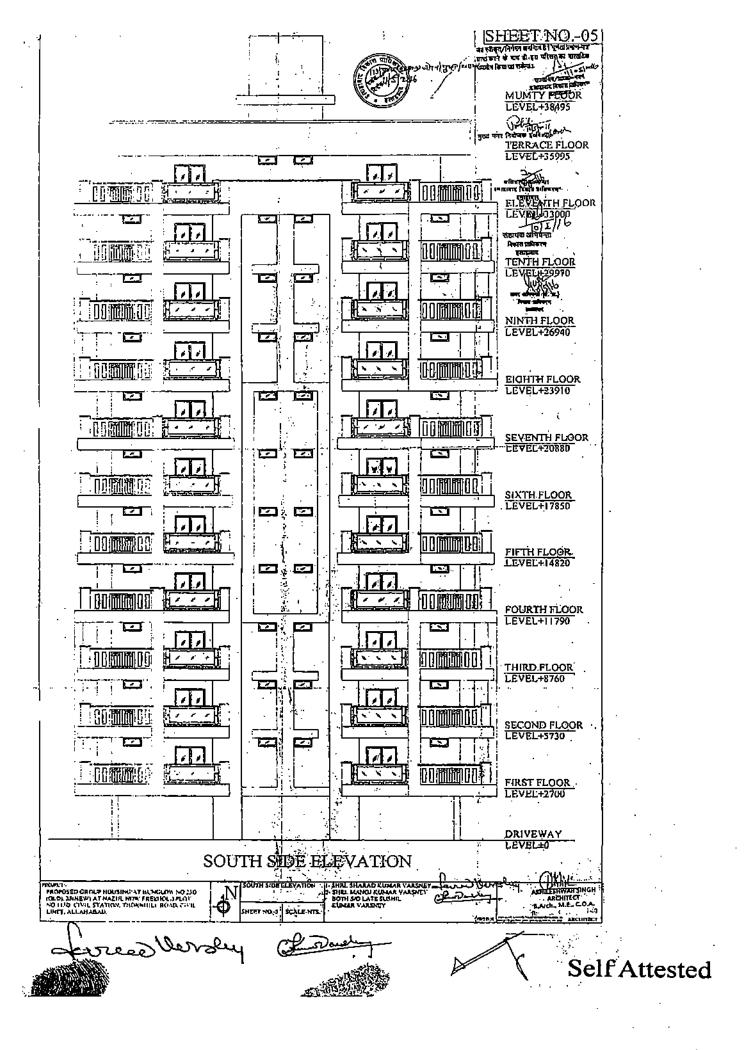


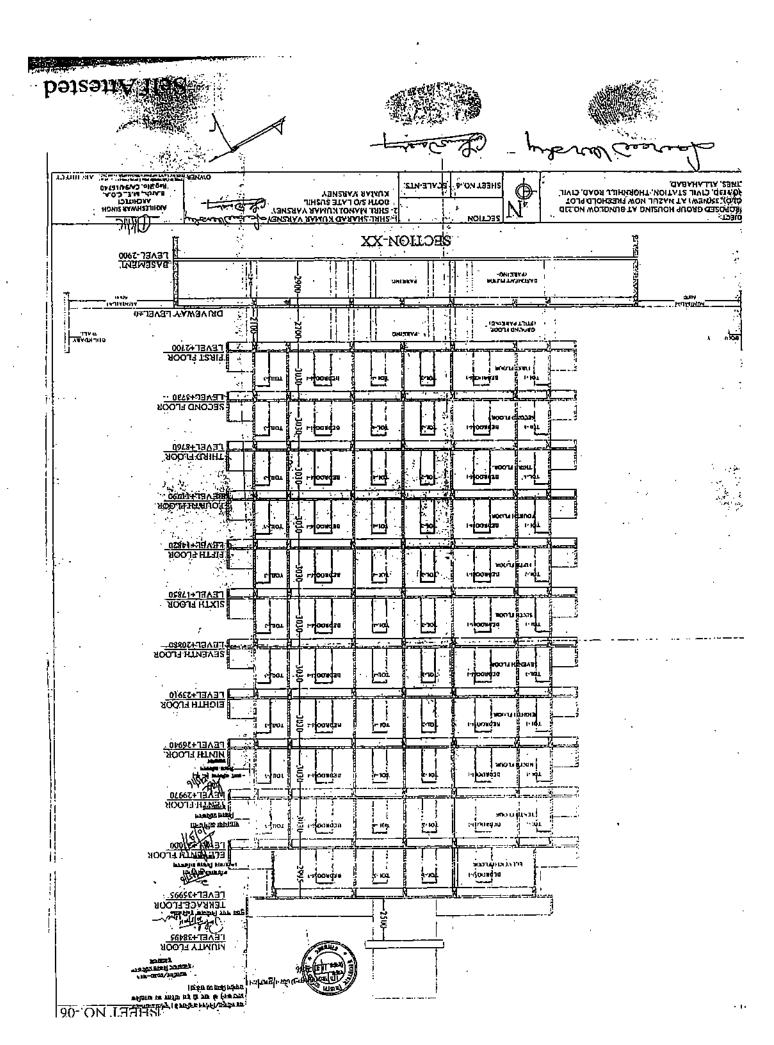
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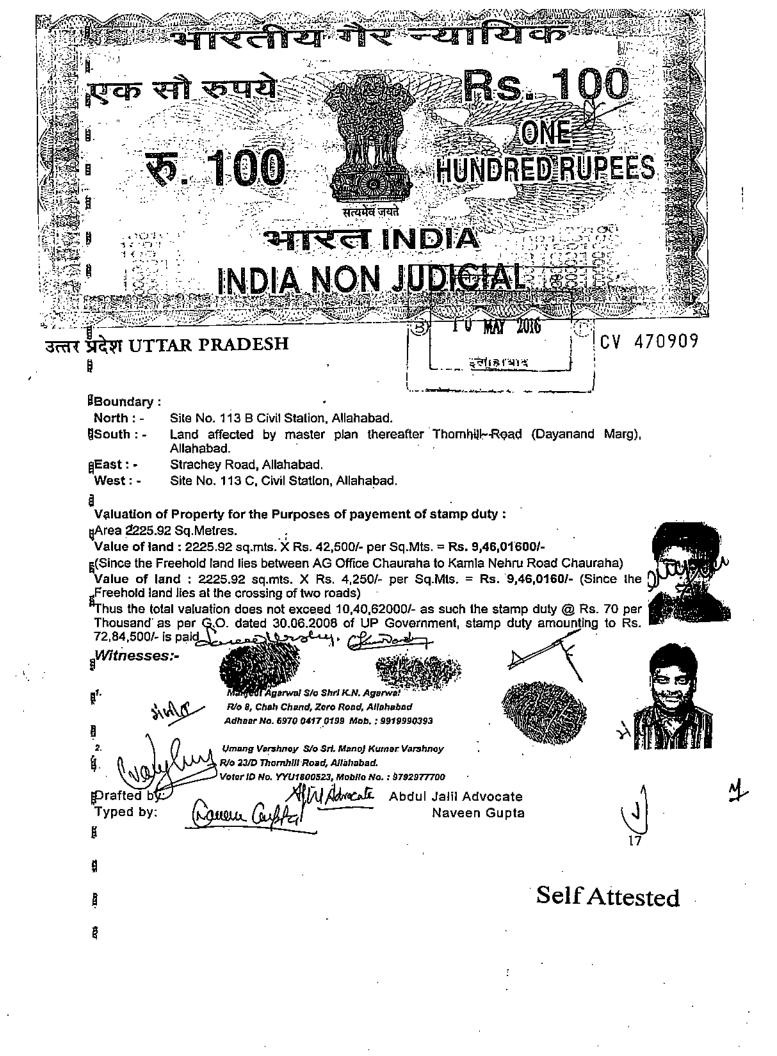




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NO DEED TOOK

आजं दिन्हुंक <u>20/05/2016</u> को वही सं <u>1</u> जिल्द सं <u>9204</u> पृष्ठ सं <u>129</u> से <u>162</u> पर कमांक <u>2612</u> रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुनील कुमारे उप निबन्धक (प्रथम) इलाहाबाद 20/5/2016

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