



उत्तर प्रदेश UTTAR PRADESH

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Puneet



Asha Kumari



Rakesh

THIS AGREEMENT MADE AT VARANASI ON THIS 20 DAY OF JUNE 2012.

Between

Puneet and Ashish Ss/o Late Uma Shanker and Smt. Asha Kumari W/o Late Uma Shanker all R/o B.33/33-69 Rohit Nagar, Naria, Ward Bhelupur, Varanasi, Kamalesh Chandra Gupta S/o Late Ganga Ram R/o C-1/2 Vinay Kunj, Siga, Ward Dasaswamedh Varanasi, and Rakesh Chandra Gupta S/o Late Ganga Ram R/o 2/149, Kavitola, Ramnagar, Ward Machharhatta District Varanasi, hereinafter called the **First party** referred to as the **Owners** which term unless otherwise repugnant to the context shall mean & include their legal representatives, successors and the assigns.

Puneet

Ashish

Asha Kumari

Rakesh



Rakesh Chandra Gupta

Builders & Promoters Pvt



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Ram Chandra Gupta



And

M/s Roma Builders And Promoters Private Limited, a company incorporated and registered under the company Act 1956 having its registered office at D 65/145 Lahartara, Varanasi through its managing director **Om Prakash Gupta** S/o Late Madho Prasad R/o D 65/145 Lahartara, Varanasi hereinafter called the **Second Party** referred to as the **Builder/ Developer** which term unless otherwise repugnant to the context shall mean & include its executers, administrators and the assigns.

Whereas the First party is the absolute owners in possession of the land viz. SM Plot No. 241 Measuring 1.075 Acres i.e. One Acre Seven and Half Decimal (i.e. 0.435 Hectares) situated at Mohalla Bataubir, Ramnagar, Varanasi as described here in below under the schedule and is fully entitled to deal absolutely with the same.

Whereas first party the land owners intend to develop a multistoried residential building/ complex over the said area of land but for want of technical knowhows they could

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Ashu

Asha Kumari

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Ram Chandra Gupta

Roma Builders & Promoters Pvt. Ltd.

Signature

Managing Director

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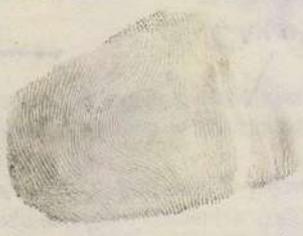
Amrik Kaur

RR



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Paran (Kaur's Eye)



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not go ahead with the same. As such they have been in search of a developer who could develop the entire land as per their schemes.

Whereas the builder/ developer, second party, aforesaid who is engaged to carry on business of builders & promoters and the real estate developer and is fully equipped to execute such development and also has necessary technical know hows to do the same and got sufficient requisite funds for commencing the project, hence first party approached to the second party with a scheme for development of the entire land.

Whereas second party builder has agreed with the first party/ owners scheme for the development of the said land and offered to construct a multistoried residential building/complex over the said land in a substantial and workman like manner in a decent & demanding style and as per specification of the sanctioned building plan and with proper and suitable foundation, wall, ceiling, floor, staircase, roof fitting and fixtures with common parts along with other conveniences and amenities for proper habitation and enjoyment of the building and the flat/unit therein. The builder/second party also has agreed to construct such complex within a stipulated time at his own risks and expenses & the funds and thereby offered to deliver proportionate share of the super built up area in the shape of flats/units therein together with the parking space and shops in the same proportions with all common parts and other conveniences and amenities attached therewith, to the land owners and also offered to deposit a sufficient sum to the first party /owners towards a refundable security deposit without interest for due performance and observance of the terms and successful completion of the project which the owners and the builder agreed on terms hereinafter contained.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows:-

Ramesh *Ashu* *Asha Kumari* *Arjun*

Ramesh Chandra Gupta

Soma Builders & Promoters Pvt. Ltd.



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1. That since the scheme/proposal of the first party owners for development of the land has been accepted & agreed by the second party/ builders, hence, owners hereby convey him the right to develop the land as given hereunder the schedule by raising thereon a multistoried residential complex/ building/ apartment and the builder/ second party hereby also has consented and agreed to develop the land in the manner and on the terms and conditions stipulated and mentioned hereunder the deed.
2. That the subject matter under this deed as offered by the owners/first party to the builder to develop the land is the settlement plot no. 241 (old no. 151) admeasuring 1.075 Acres i.e. one acre seven and half decimal (i.e. 0.435 Hectares) situated at Muhalla Batabir Kasba and Paragana Ramnagar, Tehsil & District Varanasi, more fully described hereinafter in the schedule 'A' whereon the builder/ second party has agreed to develop a multistoried residential complex/ building and flats/units thereon.
3. That in order to develop the land of the first party/owners the builder hereby undertake to prepare a detailed building plan of multistoried residential building/complex/ apartment consisting of flats/ units therein with all common parts and facilities as hereunder mentioned after mutual consultation with the land owners relating to its shape, design, amenities and other conveniences appurtenant thereto wherein all specifications shall be given and shown as per rules.
4. That the sanctioned building plan shall be deemed to be a part of this agreement for the purposes of allotment of the proportionate share of the parties or other related matters mentioned hereunder. Hence after sanction of the plan the shares of the both parties shall mutually be decided and determined by the first and second party both and as such shares of the first party/owners shall be endorsed and shown with the red stars (*) whereas shares of the second party/ builder shall be mentioned with the green

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Radha Kumari

Chandra



Ramesh Chandra Gupta

Koma Builders & Promoters Pvt. Ltd

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Managing Director



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stars (*) at the appropriate places of the map duly prepared as per the sanctioned plan on a separate written document duly signed by the both and such documents shall also be treated and deemed to be a part of this agreement for the purposes of allotment and the endorsement of the proportionate shares of the parties and under the case a copy thereof shall remain with the owners/first party and the builder both. But at the time of determination of allotment of the shares, the first party being the land owners shall be given priorities to suggest their share and accordingly get the share as such.

5. That the builder/second party, for both the parties, shall also prepare and publish a brochure at his own costs for such developments wherein all specifications of the building/ complex/ flat/ unit over the entire land along with terms and conditions for allotment and sale of the developed area shall be mentioned and shown as per terms of the deed which the owners/first party shall always be entitled to use.
6. That after final preparation of the plan as aforesaid builder/ second party by himself shall move the plan in his name to the development/ prescribed authority or such other authority wherefrom the sanction of the construction of the building is required under the law, and expeditiously obtain the sanction of the authority for raising multi storied residential complex and the construction thereon and thereby inform the owners at the earliest in writing along with the date of sanction of the plan and in doing so all the expenses for such preparation and sanction of the plan shall be borne by the builder/second party alone.
7. That the first party/owners hereby authorize the builder / second party to sign and to submit all papers, applications, forms, plans, maps etc. and other documents necessary for obtaining sanction of the plan from the development/prescribed authority

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Ashu Ashakumari

Anand



Ramesh Chandra Gupta

KOMA Builders & Promoters Pvt. Ltd.

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Managing Director



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or any other authority competent to grant sanction under the law, or to do any act statutorily required under the law for sanction of the plan and thereby necessarily and expeditiously inform the owners and give all information to them from time to time as such.

8. That after sanction of the plan the owners/first party will deliver the actual physical possession of the land to the builder for such developments and the builder/second party, at his own cost, after removing all the fixtures, shall proceed expeditiously with the site developments and the construction over the land and owners will not create any obstacle or hindrance to the project in any manner and shall always cooperate and support the builder for the same. However the builder at his own risk and liabilities shall be free to initiate activities, necessary to start the construction of the project after execution of the present deed.
9. That all the developments over the land shall be initiated and made with the help of technically skilled manpowers in conformity with the government norms and as per specifications of the sanctioned building plan, elevation, section and with proper earth quake resistant RCC framed foundation and structures and suitable walls, ceilings, floors, partitions, staircases, roofs, fittings and fixtures with all common parts along with the other common conveniences and the amenities thereto as per specifications given and described hereunder in the deed.
10. That the entire developments and the construction of the multistoried building shall be raised and designed in a decent and demanding style shaped with flats/unit therein together with all common parts and common facilities and the amenities of the proper shops, parking space, health point, common space for watch guard, common gym, place for recreation, visitors lobby, and common toilet/bathroom etc. in addition to all

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Koma Builders & Promoters Pvt. Ltd.

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- specifications given under the deed, with all other facilities for the proper habitation and enjoyment of the building.
11. That the building as much as possible shall be based on the thoughts of Vastu-Shastras wherein the common facilities of rain water harvesting and the fire fighting system, lifts, along with round the clock water and electric supply by self established modes together with security and maintenance facilities shall also be provided.
 12. That the entire project of the construction of the building under this deed shall be a multi storied residential building consisting of minimum Four Floors (Stilt Ground+4) together with the construction of maximum number of floors as permissible under the government rules with a top level roof in one or more blocks comprising of a unit and the flats/ units therein together with parking space at the Stilt Ground Level and all common parts and other conveniences and amenities along with shops as approved and sanctioned by the Development Authority / Prescribed Authority under the plan over the owners/ first party land.
 13. That the entire developments/ flats/ units of the building under the project over the land shall be completed within the period of FOUR & HALF years (04 ½ years) commencing from the date of sanctioning of the building plan.
 14. That the stipulated time as mentioned above under the Para 13 shall be the Essence of this agreement failing which the builder/ Second party shall be saddled with all costs or otherwise penalized as per the terms provided herein.
 15. That the entire multistoried building consisting of the flats/units together with the parking space and shops with all common parts, conveniences, amenities and other facilities shall be raised by the builder/second party at his own funds, costs and expenses alone as per specifications of the sanctioned plan and in conformity with the

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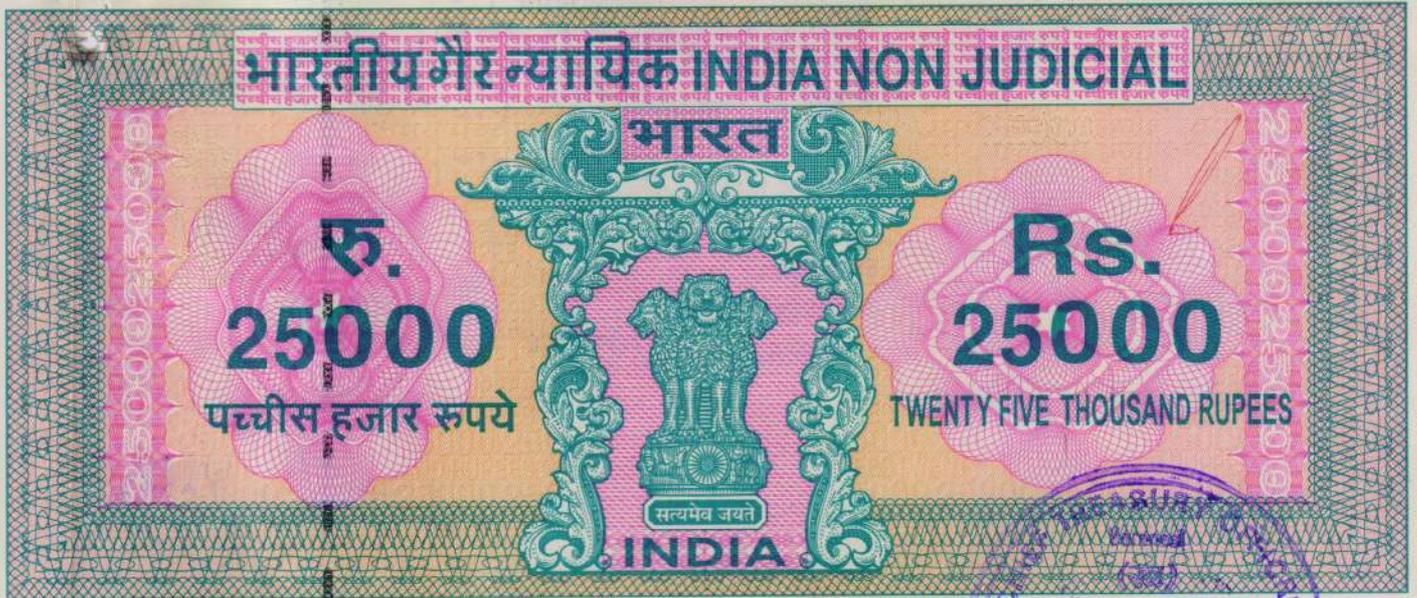


Government norms and the owners/ first party will not be liable and responsible to pay such costs or expenses in any way.

16. That the first party owners hereby authorize the builder/ second party to appoint architect, engineers, contractors or workers or any other skilled persons as may be necessary for the developments and construction of the building over the land and the owners/ first party hereby delegate powers to the builder/second party to appear and represent or otherwise act on behalf of the owners anywhere for the compliance of the terms under this deed for such developments which the builder hereby undertake to do and not to misuse the powers in any way.
17. That all compounding charges or penalty etc. if any, towards the construction of the entire project shall always be borne by the builder/ second party alone and the owners first party will not be liable to pay the same in any way.
18. That all constructions and developments of the multistoried building has been agreed to be raised by the builder/ second party as per the sanctioned building plan in conformity with the Government norms and the rules. As such during the course of developments or otherwise after completion of the project if any thing is found against such plan, norms or the rules the builder/ second party alone shall be responsible for such acts & consequences and owners/ first party will not be held liable in any manner whatsoever.
19. That the builder/ second party hereby undertake that multistoried building over the owners land shall be the quality based project, hence only the branded and ISI standard material and goods shall be applied and used in the construction and maintenance of the project together with all amenities and conveniences which shall be supplied and furnished by the builder itself at his own costs and expenses alone. And if

Handwritten signatures and fingerprints:
Ramesh Kumar, Ashok Kumar, Ashok Kumar, Ashok Kumar
[Four fingerprints are visible below the signatures]

Handwritten signature: Ramesh Chandra Gupta



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- any deficiency is found in the building on account of material or the goods only the builder/ second party will be liable as such.
20. That it will be sole responsibility of the builder/ second party to obtain sanction of the building plan as per rules and accordingly construct the building and comply with all rules, regulations, provisions, Government orders and the terms of the deed failing which the builder shall be in all ways be liable and responsible to keep indemnified to the owners / first party and the occupants of the building as well as the first party against all costs, charges, expenses, penalties or damages incurred to them on account of non observance of the rules, regulations, orders etc or the breach of the terms of this deed herein.
 21. That on occupation of the land after sanction of the plan, builder / second party and his duly authorized workers assigns, agents and the representatives or the engineers, architect surveyors and the contractors appointed by the builder shall have all rights of free and peaceable access over the offered land for the purposes of the construction and the development but they will not be permitted to create any nuisance or annoyance or damage to the property or person over the land or the neighbours during the course of such developments nor shall be involved in activities prohibited under the law.
 22. That at the same time owners / first party or their agents, servants or the representatives shall also have rights to visit and observe the site of the development together with the entire multistoried building and the complex and up to their satisfaction, may quarry all questions pertaining to construction of the entire building/ apartment/ complex/ flats/ units together with all common parts conveniences and the amenities attached therewith along with the entire land offered by them to construct the

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Ramesh Chandra Gupta



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- building. The first party/owners on such access may also ask the builder to make minor alterations of his choice inside the proportionate shares.
23. That the owners / first party shall not at all be held liable for any act or omission in execution and completion of the project of the multistoried building nor shall be liable under any act of statute for any case arising out of the execution of the project. For all such acts for the entire developments over the land the builder / second party in all respect shall be liable alone as the owners / first party have only offered the land for the developments by raising construction of a multi storied building thereon.
 24. That the builder / second party has deposited a sum of Rs. 9,00000/- (Rupees Nine lacs) to the owners / first party by way of Cheque vide no 030755,030756,030757,030758,030759 issued on 20.06.2012 of Union Bank of India towards the security deposit for due performance and observance of the terms and conditions for construction and completion of the entire project of the multi storied building consisting of minimum Four Floors as stated above under para 12 which shall be refundable without interest to the builder / second party after due performance of the terms and completion of the project as provided herein the deed. Hence, on receipt of a sum of Rs. 9,00000/- (Rupees Nine lacs) as aforesaid the owners / first party hereby accordingly execute this deed. Further, the owners may ask for an additional sum of security deposit as per circumstances of the case but the builder will not be bound to deposit such sum in any way.
 25. That after the completion of the entire project in lieu of the costs of the entire land given here under the schedule A, the builder /second party will deliver the owners / first party Thirty percent (30%) of the entire built up area (constructed and saleable area) as shown and marked with red stars (*) in the plan mentioned under a separate document

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in the shape of finished flats/ units of the developed multistoried building under the project with all common parts, amenities and the common conveniences appurtenant thereto along with the undivided and proportionate share of land whereas Seventy percent (70%) of the entire built up area (constructed and saleable area) as shown and marked with green stars (*) in the plan mentioned under a separate document in the shape of finished flats/ units of the developed multistoried building under the project with all common parts, amenities and the common conveniences appurtenant thereto along with the undivided and proportionate share of land shall remain with the builder / second party itself towards costs of development & constructions over the land.

26. That apart from the aforesaid super built up area of the building in the shape of flats/units the builder / second party shall also provide the owners 30% of the total parking space at the stilt ground level of the multistoried building and the shops duly constructed over the owner's land in the same proportionate rate of the built up area viz. 30% as mentioned under the plan and remaining 70% of such parking space and shops will be retained with the builder itself. Hence, as per terms of the deed the proportionate shares of land owners and the builder in the super built up area (with common parts and all facilities) and parking space as well as in the shops under the project will be 30 % and 70% respectively. Moreover, the builder / second party or the owners shall not be permitted to raise any flats/units or the constructions over the stilt ground level of the building or to allot or sale otherwise than the parking and thus it shall always be used only for the purposes of parking space by all the occupants of the building as provided herein.
27. That after getting shares viz. 30 % and 70% of the multistoried building under the project first party/owners and the builder/second party shall without interruption be

Ramesh Asha Kumari

Ramesh Chandra Gupta

Koma Builders & Promoters Pvt. Ltd.



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entitled to hold and own their shares as a lawful owners and enjoy their rights in the manner they like. As such the land owners/ first party will be free to execute sale deed, agreement to sale, mortgage or book, allot or transfer by any other way their respective 30% shares consisting of built up areas of the flats with all common parts and other facilities together with parking space and the shops with undivided proportionate share of land to any or various person or retain the same with them. In the same way builder /second party will also have absolute rights to allot, book ,or execute the sale deed, or agreement to sale, mortgage or transfer in any other manner their respective 70% shares of the super built up area (together with common parts and all facilities) with parking space and shops along with the proportionate share of land to any or various intending purchasers or to retain the shares with him.

28. That in order to deliver possession of the proportionate shares in the entire building (from stilt ground level up to last floor) the builder/second party after phase wise completion of shares of both the parties, shall deliver in phases the possession of 30% shares to the owners and get 70% thereof with him at the same time. As such for example, if 10 flats and 10 parking spaces are ready for possession then the builder will handover physical possession of 03 flats and 03 parking space to the owners and get 07 of them (07+07) with him and accordingly as per convenience both will get the proportionate shares of the shop also at the same rate. As such with this process builder/second party shall phase wise deliver entire proportionate shares viz. 30% of the multistoried building under the entire project to the owners and remaining 70% retain with him

29. That after delivery of the proportionate shares to the owners viz. 30% as mentioned above under the para 28 the builder/second party shall absolutely be entitled to allot,

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book, sell, mortgage or transfer his respective shares viz. 70% of the super built-up area together with the parking space and the shops with the proportionate share of land to any or various person and to receive the entire consideration, gain, or benefits etc. with him. And likewise, the owners shall also after getting their respective shares viz. 30%, be entitled to allot, book, sell, mortgage, or transfer by any other way their respective 30% shares of the super built-up area and the parking space and shops with land to any or various person and receive the entire consideration, gain, or benefits etc. with them.

30. That under the para 29 aforesaid the builder/second party will be authorized to execute sale deed, mortgage etc. of his share and deliver possession thereof to his vendees only after handing over possession of the proportionate shares to the owners as mentioned under the para 28 above as for example, if 10 flats and 10 parking space and the shops are ready for possession then the builder will handover 03 flats and 03 parking space and the proportionate share of shops if any, to the land owners then only he will be authorized to execute sale deed, mortgage, etc. of his 07 flats and 07 parking space together with the share of the shops. However, the builder can book or allot or execute agreement to sale without possession, and realize amounts from his prospective purchasers without handing over possession of the shares to the owners as above. Accordingly, vise-versa the owners/first party shall also be entitled to execute sale, mortgage etc. after getting possession over their respective shares and may allot, book or execute agreement to sale their shares before getting the possession and realize the amounts there for. But both the parties shall not be permitted to book, allot or execute sale, mortgage or agreement to sale or transfer by



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any other way of their respective shares before the determination of their shares in the sanctioned plan mentioned under the deed.

31. That apart from the aforesaid completed portion of the building, builder/second party shall not in any way be entitled to transfer by way of sale or mortgage or transfer by any other way any part of his proportionate share in the multistoried building and deliver the possession thereof to any one without handing over actual physical possession of the proportionate shares therein to the owners/ first party. But at his own risks he may book/ or allot the super built up area or the parking space or shops of his shares in the entire multistoried building to any or more intending purchasers and realize amounts therefor. And in the same way owners shall also not be permitted to sell ,mortgage etc. any part of the building without getting possession of their proportionate shares in the building but they also may book or allot their shares to any or various persons and realize amounts for the same.
32. That owners/first party hereby authorize the builder/ second party in lieu of his investments to execute sale deed, conveyance deed, agreement to sale, mortgage or transfer in any manner his respective 70% shares of the super built-up area along with undivided share in the land after handing over proportionate shares to the owners as described herein, whereas the builder/second party hereby agree with the exclusive rights of the owners to execute such sale or mortgage etc of their respective shares viz 30% of the super built-up area etc after getting the same. Hence, as such both the parties will be free to execute sale deed or transfer by any other way their respective shares independently by themselves with the signatures of their own and whenever it requires necessary both the parties will join as the confirming party to each other.

Ramesh Chandra Gupta

Koma Builders & Promoters Pvt. Ltd.
 Managing Director



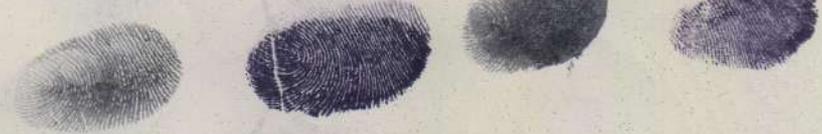
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33. That the builder/second party shall not be permitted to allot, book, sale, mortgage, agreement to sale etc or to transfer by any other way the proportionate shares of the owners (30%) as allotted to them as shown with red stars (*) in the separate document under the deed whereas the first party/owners shall also not be allowed for such sale, mortgage, agreement to sale or transfer by any other way the shares of the builder viz. 70% as allotted to him under the deed with the green stars (*).
34. That the security deposit viz. Rs.9,000000 /- (NINE LACS) paid by the second party/ builder shall remain with the first party/ owners for due observance of the terms of the deed and after completion of the entire project of the multi storied building within the stipulated time of 4 ½ years as provided under the deed (FOUR & HALF YEARS) commencing from the date of sanction of the plan and after delivery of the entire proportionate share of the super built up area (constructed and saleable) viz. 30% to the owners within such time, the amount of security deposit shall be refunded to the builder/ second party without interest after deducting the claims, if any.
35. That if the builder /second party fails to complete the entire project as per specifications and the building plan within the stipulated time as per terms and thereby fails to hand over the proportionate shares viz. 30% to the owners as described herein within the period of 4½ years (Four and a half years). Commencing from the date of sanction of the plan, then in that case builder will be saddled with a penal cost of Rs. 500.00 (Five Hundred) for the each day till the period of six months. After such time on default, the builder will pay the first party/owners Rs. 1000.00 (One Thousand) per day towards penalty for the next six months and thereafter such penalty to the builder will be Rs. 2500.00 (Two Thousand & Five Hundred) per day for the last six months.

Amesh *Asha Kumari* *Amesh*



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Koma Builders & Promoters Pvt. Ltd.

Managing Director



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Hence, after the stipulated period of $04\frac{1}{2}$ yrs (Four and a half years) penalty to the builder will be charged @ Rs. 500.00 (Five Hundred) per day for the first six months, Rs. 1000.00 (One Thousand) per day for the second six Months and Rs. 2500.00 (Two Thousand Five Hundred) per day will be charged for the third six months from the builder.

36. That whenever, during the course of the aforesaid period of 18 months after expiry of the stipulated time (i.e. $4\frac{1}{2}$ yrs. + 06 months + 06 months + 06 months) proportionate

shares viz. 30% is handed over to the owners after completion of the project, remaining security deposits after deducting amount of the penalty along with the other dues if any, shall be refunded without interest to the builder and, if after the laps of 18 months (06+06+06) from the date of expiry of the stipulated time builder fails to hand over the entire proportionate shares under the project to the owners after completion thereof , then after deducting the amount of the penal costs along with the other dues if any, remaining security deposits under the deed together with the other additional security deposits, if any, shall be forfeited

37. That the builder/second party will give three months (03 months) prior notice to the owners before final delivery of the proportionate shares viz. 30% of the flats of the owners, and on notice being personally served to the owners, if security deposits under the deed together with the additional security deposits, if any, is not refunded by the owners at the time of possession of the last delivery of flats under the deed to the owners, then in that case builder will be authorized to sell one last flat of the share of

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Managing Director



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the owners and thereby realize his security money and refund the balance amount, if any, to the owners.

38. That if any accident or any contingency or otherwise any other mis-happening happens during the course of the construction or after completion of the project at any time, and losses occurs to anyone over the site of the development, or in or outside the building then in such cases the builder /second party by himself shall be liable and responsible to indemnify against all such losses and the claims to all who suffer the losses from such occurrence and under know circumstances the owner shall not be held responsible for the same.
39. That the builder / second party shall alone be liable to indemnify for all damage, claims or losses occurs to any one or to the occupants of the building due to non standard materials or defective constructions of the project or any act or omission in breach of the terms under this deed.
40. That the builder/ second party hereby undertake that he will be held liable against all losses, charges, costs, expenses or claims etc which suffer and sustain by the owners on account of any breach of the terms under this deed and the builder hereby agree to keep indemnified for the same.
41. That owners /first party permits to the builder to enter upon the owner's land and to construct and complete the developments thereon in accordance with the sanctioned plan and the terms herein mentioned which shall be personal to the second party/ builder alone and under no circumstance the builder will assign his right to any other party or person as such. However, the builder shall be entitled to engage contractors, architect and others for carrying out the developments at his own risk and the costs.

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Ramesh Chandra Gupta

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Managing Director



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42. That the second party builder at his own costs shall be liable to manage water, electric and telephone facilities for the purposes of the promotion and construction of the developments and accordingly pay all charges for the same.
43. That all existing rules and regulation and the bylaws of the government relating to the ownership and maintenance of flat/ apartment shall be applicable to the proportionate share of flat/ apartment of both the parties whether such share are retained with them or solely or partly transferred to their prospective purchaser for consideration or the gain. Hence, after completion and handing over possession of the proportionate share viz. 30% of the entire multistoried building under the project to the first party/ owners, the builder shall be liable to maintain the building together with the common parts and all conveniences and amenities by handing it over to any society duly constituted by all the owner of the flat of the building including the first/ or second party both or maintain it by himself until the formation of such society for which the first party/owners and/or the builder and/or their prospective purchasers or the actual occupants or the beneficiaries thereof shall pay all charges for such maintenance as per their proportionate shares of the built up areas of the building. Accordingly, as such after getting entire shares (viz 30%) of the flat/ apartment together with the common part and facilities in the building after completion and issuance of letter of possession thereof, the owners / first party shall be liable to pay the proportionate charges towards the common maintenance of their proportionate share of flat/ apartment together with the undivided portion of the common areas and the facilities, to the builder or the the society as the case may be as per rules, at the rate decided and fixed by the builder in consultation with the first party/owners or as per bylaws of the society as prevailing to the flat/ apartment owner of the entire building. Whereas in case of any sale or transfer

Puneet *John* *Asha Kumari* *Conor*

Ramesh Chandra Gupta *Stoma Builders & Promoters Pvt. Ltd*
 *Managing Director*



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or settlement by the first party/ owner before the completion of the project, such maintenance charge, if not previously paid shall be paid by the prospective purchaser or vendee or the actual occupant or the beneficiary to the builder or the society as aforesaid at the time of such sale, transfer or settlement.

44. That this agreement along with all terms and conditions of the development shall be construed as an independent agreement and nothing herein shall be deemed or constitute a partnership between the builder and the owners nor shall be deemed to be a joint venture between the builder and the owners itself.
45. That the project of multistoried building/ complex under this agreement is purely for the residential purposes, hence the builder /second party and the owners shall not be permitted to do anything contrary to the same towards completion of the project as provided herein under the deed.
46. That at the option of the owners the name of the multistoried building/complex provided herein under this deed shall be "UMA NILAYAM"
47. That the second party /builder may temporarily install such machines, equipments, fitting and fixtures at his own costs which are necessary for the management of the developments without harming others in doing the same.
48. That the builder second party shall also be entitled to establish bore wells of the sufficient capacity along with the water pumps towards the availability and management of water for construction and development of the project and for the use of all occupants and the beneficiaries of the multistoried building as provided herein.
49. That the builder/ second party shall be entitled to display the name of the complex and the sign boards, signage, logo, trademarks at any appropriate places and also manage to publish advertisements in the newspapers and other advertising media as per terms

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Asha Kumari

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under the deed for the use and benefits of himself and the owners both and pay all charges, fee and other taxes for the same and the owners in no way be liable for the payments as such.

50. That the builder / second party shall be liable to pay all municipal, property or other taxes which are payable on or after the date of execution of this deed and shall also pay all taxes, charges, fees and security deposit etc towards the construction and development of the multistoried building till completion of the project for which the owners first party will not be liable in any way.
51. That the schedule property as offered by the owners for developments is free from all lien, charge and encumbrances whatsoever and the owners, hold a marketable right, title and interest therein and are in absolute, exclusive possession over the land and nothing is under an obligation of any dispute, litigation, attachment, sale or demand etc. of any kind.
52. That if any dispute arises relating to terms and conditions under this deed between the parties during the subsistence of the deed including the disputes towards interpretation, operation and enforcement of the terms, the same shall be settled either by the arbitrators duly appointed by the builder and the owners in accordance with the provisions of arbitration and conciliation act 1996, or shall be settled by the competent court as provided under this deed.
53. That the second party /builder shall not in any way discriminate the quality of product in construction of the proportionate share of the owners/ the first party. The owners share has to be completed on the same specifications and the quality and finish as are used for the construction of the proportionate share of the builder/ second party as are specified under the terms of the construction of the building as such.

Puneer

Asha Karmari

Arjun



Ramesh Chandra Gupta

Koma Builders & Promoters Pvt. Ltd.

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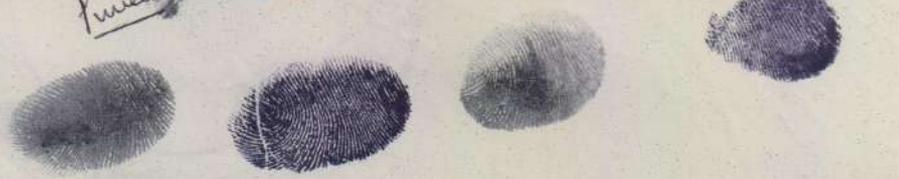
Managing Director



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54. That all construction of the project of the multistoried building under this deed has been agreed to be done by the second party / builder at his own costs and expenses and the risk and as per the specifications of the sanctioned building plan as such all construction of the project shall be deemed to be done by the builders risk alone for which the builder will solely be responsible for all consequences arising out of the entire acts and in no case the owners/first party will be liable for the same.
55. That the builder/ second party on completion of the entire work and constructions of the multistoried building, shall remove and clear away all scaffoldings, fencing, unused materials and rubbish at his own expenses from the site of the development and leave the entire area of the building and the land in a clear and proper habitable state.
56. That the flats/units of the multistoried building shall be a quality based structure and all constructions therein shall be made by using good and branded quality materials along with the marbles, granites, woods, glasses, grills, fitting & fixtures as per specifications given hereunder the deed or such other demanding goods which suits to the building.
57. That under the terms of the deed owners/ first party and the builder shall also be entitled to allot the parking space and the shops of their respective proportionate shares apart from the super built up areas in the entire multistoried building mentioned under the deed.
58. That entire construction under the deed will be done as much as permissible from the Varanasi development authority as provided herein, under the government rules.
59. That if construction of the multistoried building under the project is delayed because of any problem arising from the title of land or the possession of such land then such

Praveen *Asha Kumari* *Anura*

Ramesh Chandra Gupta


Koma Builders & Promoters Pvt. Ltd

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Managing Director



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period will not be included within the period of the stipulated time of 04 ½ years for completion of the project as mentioned herein under the deed for the purposes of the penalty clause.

60. That if flats for E.W.S. (economically weaker section) and/or L.I.G (lower income group) are to be made compulsorily as per the government norms for the sanctioning of the plan for construction of the building under the project then in that case land for construction of such flats will be provided by the owners alone otherwise it will be made over the owners land as given hereunder the schedule. And such flats, whether constructed in or outside the schedule land, the proportionate shares of the owners/first party and the builder including the shares in such flats shall be the same viz. 30% and 70% .
61. That for the purposes of the present deed the first party/owners Rakesh Chandra Gupta, Puneet, Ashish and Smt. Asha Kumari hereby authorize one of the owners Kamalesh Chandra Gupta to take refundable security deposits and proportionate shares (viz. 30%) of the super built up structure in the shape of flats in the multi storied building therein with its common parts and facilities along with parking space and the shops from the builder on behalf of the owners aforesaid which may at any time be revoked for authorizing other or others as per convenience.
62. That under the terms of the deed if the builder /second party fails to expeditiously move the sanction plan duly prepared as per norms of Govt. Rules along with all necessary papers and the documents to the prescribe/development authority and/ or unable to get the sanction of the plan without a reasonable cause within 18 months from the date of execution of this deed, the terms under this deed may, at the option of the owners,

Puneet

Asha Kumari

Rakesh Chandra Gupta



Rakesh Chandra Gupta

Koma Builders & Promoters Pvt. Ltd.

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Managing Director



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after a 30 days prior notice to the builder/second party, be terminated and revoked & will be treated as a void document.

63. That this agreement may be amended or varied by mutual consents of both the parties on stamp worth Rs.100 duly signed by the both which will be treated as part of this agreement and a copy of which will be remained with the both.
64. That the builder/second party shall not make any construction over the terrace/top level roof of the multistoried building under the project and the entire roof of such building shall always be used as common to all the occupants of the building. If in any case builder makes construction of any additional floor / floors over such floors as per the sanctioned plan then the owners and builder both will get the built up areas with all common parts together with the parking space etc. and shops, if any, in such additional floor/ floors at the same proportionate rate viz. 30% and 70% as provided herein under the deed and top level roof of such additional floors shall also be used as a common area to occupants and as such all other relating terms of the deed herein shall also be applicable for construction of such additional floors.
65. That for the purposes of this agreement "COMPLETION" shall mean the construction and development of entire multistoried building (stilt ground +4 with or without any additional floor/floors) over the owner's land as given hereunder the schedule A, duly completed and finished in all respect as per the sanctioned plan and specifications given herein under the deed, in the shape of flats/units therein along with all common parts and the common facilities and amenities together with parking space and the shops as per terms herein for the proper use and enjoyment of the inhabitants of the building.

Puneet

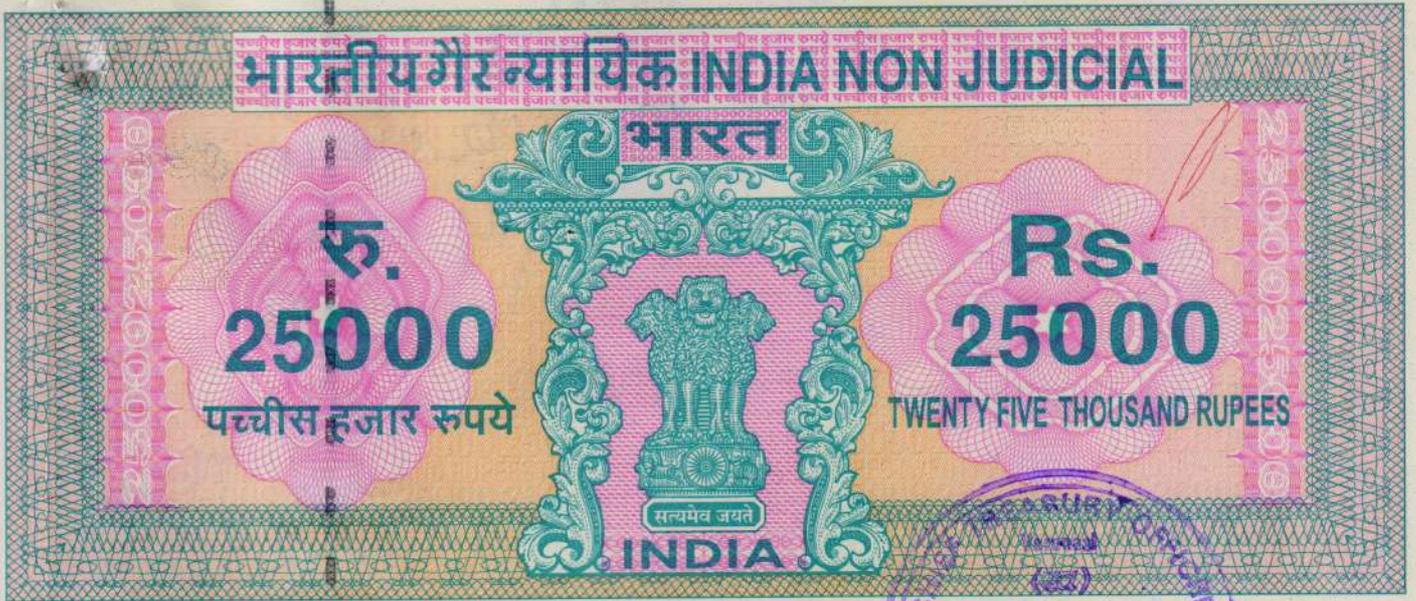
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Ramesh Chandra Gylle

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SP Managing Director



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66. That this deed of agreement has been executed as original on non-judicial stamp of Rs 7,00,500/- together with five duplicates on the stamp worth Rs. 100/- of which all five shall have the same effects as of the originals of the same and the original document will remain with the builder/ second party and the duplicates with the each owners/ first party, as hereinabove mentioned.
67. That all the expenses and the stamp duty towards execution of this deed shall be borne and paid by the second party builder alone and the owner will not be liable to pay the same.
68. That in case of breach of any terms under this deed or any matter arising out of any terms herein either party shall have rights to take legal recourse in the competent court of law and recover all costs and charges towards the losses occurred to them for which Varanasi courts shall have exclusive jurisdiction to try the suit in respect of the same.

COMMON PORTIONS AND COMMON FACILITIES

1. The foundations, columns, beams, supports, entrance and exits.
2. Boundary walls including outside walls of the building compound.
3. Common passage, drive way, landings, staircases, common areas, common lifts, common lift areas.
4. Submersible Water pumps, overhead water tanks of sufficient capacity for uninterrupted supply of water with all facilities of cleaning, water pipes, rainwater pipes and other common plumbing installations bore wells including motors with installations. And silent gen set for the common facilities.

Anand *John* *Neha Karmali* *Anand*

Ramesh Chandra Gupta

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5. Electrical wirings for lighting the stair case, lift, lobby, visitors lobby, guard rooms, health point etc and other common areas including those as are installed for any particular unit.
6. Water and sewage evacuation pipes from the unit of the flats to drains and sewage common to the building.
7. Drains and sewers from the building to the corporation duct and a system for storage and disposal of the garbage.
8. Common play area for kids and shopping facilities for inhabitants of the building.
9. Appropriate parking space for alloties and a separate facility of parking for the visitors, outer guard room facility, a provision for common furnished guest lobby for the visitors, common gym, , place for recreation, and common toilet/bathroom.
10. A provision for a proper maintenance of the common areas and an appropriate security system for the entire building and its inhabitants.
11. All common portion and common facilities shall be provided with an intention to facilitate the inhabitants to live in a fresh and a pollution free environment.
12. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open spaces, in or about the said building as are necessary for the passage or to the users and the occupants of the units/ flat.
13. Fire fighting system within the entire building and the common areas.
14. Application of the thoughts of Vastu Shastra as far as possible.

SPECIFICATIONS

1. **STRUCTURE:** Earthquake resistant RCC framed structure and foundation of the entire multi storied building and the common parts attached therewith.
2. **FLOORING:** Living/dinning/bedrooms:-Vitrified tile floorings

Runeel

Ashir

Asha Kermari

Amayn



Runeel Chandra Gupta





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- Balconies:-Ceramic tiles
 Common areas & staircase:-Kota Stone/ Marble
 Lift Lobby: Kota Stone/ Marble
3. **WALL:** External: Most modern & elegant permanent outer finish
 Exterior paint-water and algae proof
 Internal: Oil bound distemper, ceilings white. POP punning & Cornices in Drawing/
 Dining room and Bedrooms.
 Lift Lobby: Combination of stone & paint
 4. **LIFT:** For carrying Minimum four passenger.
 5. **KITCHEN:** Flooring: Vitrified marble tiles flooring
 Wall Finishes: Ceramic Tiles upto 2' -0' height above the counter
 Kitchen Counter: Granite counter with stainless steel sink, pipeline for water purifier.
 6. **DOORS:** Internal: Seasoned salwood frames with flush door shutters
 Main Door: Seasoned Salwood frames with Teakwood door
 7. **BATHROOMS/ TOILET FITINGS:** Wall: Ceramic Tiles up to 7'-0" height
 Flooring: Ceramic tiles flooring
 Fittings: EWC & wash basin in white colour (Parryware or Equivalent), single lever
 CP Jaguar Continental (or Equivalent) fittings, pipelines for geyser.
 8. **WINDOWS:** Seasoned salwood frame with hardwood
 (salwood/sheesham/sakhu/marandi) shutters and glass panel.
 9. **ELECTRICALS:** Complete concealed wiring in PVC pipes by copper wire of suitable
 gauges. Modular control switches and socket with protective MCB
 10. **TELEPHONE:** One telephone jack each in living room and master bedroom &
 intercom facility to each flat.

Ramesh

Ashu Asha Kumari

Amang



Ramesh Chandra Gupta

Home Builders & Promoters Pvt. Ltd

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 18 JUN 2014
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 CHIEF TREASURY OFFICER
 Varanasi
 (उत्तर)
 बाराणसी
 मुख्य कोषाधिकारी

11. **AIR CONDITIONER:** Electrical point provision in all bedrooms/living
12. **TELEVISION:** TV point in all bedroom with Complete concealed wiring in PVC pipes by copper wire of suitable gauges. Modular control switches and socket with protective MCB
13. **POWER BACKUP:** 24x7 power back up for common areas only.
14. **WATER SUPPLY:** Overhead water tank with submersible pump for uninterrupted supply of water.

SCHEDULE "A"

Description of land offered by the owners/ first party to develop thereon a Multistoried Residential Complex/ building/ apartment consisting of flats/ units as mentioned herein under the deed: Plot of land measuring 1.075 acres [Eastern half portion of the entire plot no. 241 area 2.15 acres] i.e. One Acre seven and half decimal (i.e. 0.4350 hectares) situated at Mohalla- Bataubir, Kasba and Pargana Ramnagar, Tehsil and district Varanasi, butted and bounded by:-

- North** :-Land of Shankar Patahara.
South :-Road
East :-Plot of Sankatha surtiwala, and Plot of Kailash, Kanhaiya, Kedar etc sons of Sahdeo Seth.
West :-Remaining half portion of S. M. Plot no. 241 measuring 1.075 acres of Rama Shankar who sold to Vidya Sagar, and Suresh Bahadur etc, who also have sold to others.

Praveer *Ashu* Asha Kumari *Chandra*

Reesh Chaudhary

Sp Managing Director

Koma Builders & Promoters Pvt. Ltd



उत्तर प्रदेश UTTAR PRADESH

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SCHEDULE "B"

- i. **Description of the proportionate shares (built up areas) as allotted to the owners/first party:** 30% of the built up areas (constructed and saleable area) in the shape of finished flats/units and the parking space and shops in the same proportions (30 %) with common parts and all other conveniences and amenities in the entire multistoried residential building under the project together with the undivided share of land as are shown with red stars (*) at the appropriate places of the separate document worth Rs.100/- as mentioned herein under the deed.
- ii. **Description of the proportionate shares (built up areas) as allotted to the builder/ second party:** 70% of the built up areas (constructed and saleable area) in the shape of finished flats/units and the parking space and shops in the same proportions with common parts and all other common conveniences and amenities in the entire multistoried residential building under the project together with the undivided share of land as are shown with green stars (*) at the appropriate places of the separate document worth Rs. 100/- as mentioned herein under the deed .

In witness whereof the landowners and the builder/developer/ promoter above named have put there respective hands and the common seal before the attesting witnesses on this deed hereunto on the day, month and the year herein above mentioned

Praveen *Ashu Kumar* *Arjun*

Ramesh Chandra Gupta

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[Signature]
Managing Director



उत्तर प्रदेश UTTAR PRADESH

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WITNESSES:-

1. Name : *Anish Reizoela*
 Father's Name : *Pragat Vinod Reizoela*
 Address : *Plot No-32 Mahanagar Colony*
 Signature : *Anish Reizoela*
17-1 Road - B.H.V. Varanasi
2. Name : *Ruby Gupta*
 Father's Name : *Manoj Gupta*
 Address : *85, Neelkamal Apartments*
 Signature : *Vikaspriti, New Delhi.*
Ruby Gupta

Drafted by: *Amit Vana*
 Advocate,
 Civil Court, Varanasi.

Typed by:- *Ram*
 R.K. Computer
 Civil Court, Varanasi

Puneet *Asha Kumari* *Chander*

Ram Chandra Gupta *OP* Managing Director

Koma Builders & Promoters Pvt. Ltd.

भारतीय गैर न्यायिक

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INDIA NON JUDICIAL

भारत गैर न्यायिक

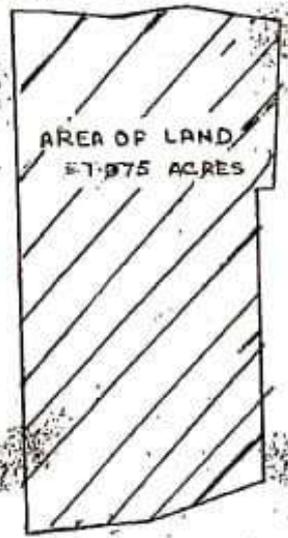
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A SITE PLAN OF LAND SITUATED OVER PART OF S.M. PLOT NO. 241, MOHALLA - BATAUBIR, KASBA AND PARGANA - RAMNAGAR, TEHSIL & DISTRICT - VARANASI. HAVING TOTAL AREA OF LAND IS 1.075 ACRES.
SCALE : 100'0" = 1"

LAND OWNERS : SRI PUNEET, SRI ASHISH & SMT ASHA KUMARI, SRI KAMALESH CHANDRA GUPTA AND SRI RAKESH CHANDRA GUPTA
BUILDER : M/S ROMA BUILDERS AND PROMOTER (P) LTD.

PART OF S.M. PLOT NO. 241 OF SRI RAMIA SHANKAR WHO SOLD TO SRI VIDYA SAGAR AND SRI SURESH BHADUR

LAND OF SHANKAR PATHARA.



PLOT OF SANKATHA SURTIWALA & PLOT OF KAILASH, KANHAIYA KEDAR



Handwritten signatures and circular stamps. One signature is 'Ashish', another is 'Rakesh', and another is 'Asha Kumari'. There are several circular ink stamps, some of which appear to be official seals or signatures.

ROAD

Roma Builders & Promoters Pvt. Ltd.
Shankar Gupta
Managing Director

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101- शेमा विल्स एंड प्रोपर्टी प्रा. लि.
वाराणसी

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नारायण प्रसाद जायसवाल
स्टाम्प विक्रेता
दीवानी न्यायालय, वाराणसी
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