

S. Ahmad
Authorized Signatory



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INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP03154102470576P
Certificate Issued Date : 02-May-2017 04:52 PM
Account Reference : SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD
Unique Doc. Reference : SUBIN-UPUPSHCIL0103784617749174P
Purchased by : S AHMAD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NAZUL SITE No.79 MUN.No.274/171 AND NAZUL SITE No.96
MUN.No.242/154 LUKERGANJ ALLD.
Consideration Price (Rs.) :
First Party : DURGA PRASAD NIGAM AND ALOK NATH BAGCHI AND OTHERS
Second Party : Ms Sai Dham Apartments Thru CEO Rajesh Kumar Gupta
Stamp Duty Paid By : Ms Sai Dham Apartments Thru CEO Rajesh Kumar Gupta
Stamp Duty Amount(Rs.) : 9,72,500
(Nine Lakh Seventy Two Thousand Five Hundred only)



Please write or type below this line-----

D. Paul
S. Ahmad
P. Bangalvi
Chandsuka Sanyal
Chandrima Bagchi

For Sai Dham Apartments

Rajesh Kumar Gupta
CEO

VO 0006808144

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate



All photo - Attached
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 Adv.

BUILDERS AGREEMENT

THIS **BUILDERS AGREEMENT** is made on **2nd** day of **May 2017** at **Allahabad**.

BETWEEN

1. **Shri Durga Prasad Nigam** s/o Late Shri Bhagwati Prasad Nigam r/o of 171 Old New 274 Lukerganj Allahabad which expression shall, unless it be repugnant to the meaning or the context thereof, shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s), being the **FIRST PARTY OF THE FIRST PART**.

2. **Shri Alok Nath Bagchi, Shri Pulak Nath Bagchi**, both sons of Late Shri Ravindro Nath Bagchi, **Smt. Chandrima Bagchi** w/o Late Shri Amar Nath Bagchi s/o Late Shri Ravindro Nath Bagchi, and **Smt. Chandrika Sanyal** w/o Samrendra Nath Sanyal d/o Late Shri Ravindro Nath Bagchi all residents of New 242 and Old 154 Lukerganj Allahabad which expression shall, unless it be repugnant to the meaning or the context thereof, shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s), being the **SECONDPARTY OF THE FIRST PART**.

(Hereinafter referred both **collectively called as "FIRST PARTY /Land Owners"**).

AND

1. **M/s SAI DHAM APPARTMENTS** a partnership firm registered with the registrar of firms under the partnership act through its partner company **M/SJAGDISH HOUSING COMPANY PRIVATE LIMITED** a domestic company registered under the companies Act of 1956, having its registered office at 12/16 Mayo Road Allahabad which expression shall, unless it be repugnant to the meaning or the

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Chandrika Sanyal

For Sai Dham Apartments

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context thereof, shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s) acting through its chief Executive officer **Shri Rajesh Kumar Gupta s/o Shri R. P. Gupta** resident of 21/19 Mayo Road Allahabad duly authorized vide board resolution dated 20-06-2010 copy enclosed along with this BUILDERS AGREEMENT being the **PARTY OF THE SECOND PART**. (Hereinafter referred to as the "**SECOND PARTY/BUILDER**").

The "Land Owners" and the "Builder" are hereinafter individually referred to as 'Party' and collectively as 'Parties'.

WHEREAS:-

1. The Land Owners namely Shri Durga Prasad Nigam **FIRSTPARTY OF THE FIRST PART** by virtue of a lease deed dated 12-10-1917 registered with sub registrar Allahabad 30-10-1917 as document no 1653 is absolutely seized and possessed of the piece of land admeasuring 1 Rod 38 Pole or 2359 Sq. Yards bearing Nazul Site No. 79 Lukerganj and Municipal No. 171 Old 274 New Lukerganj Allahabad out of this **1332.69 Sq. Yards or 1114.70 Sq. Meters** more particularly described and detailed below.

DETAILS OF THE PROPERTY

Part Portion of land admeasuring 1 Rod 38 Pole or 2359 Sq. Yards bearing Nazul Site No. 79 Lukerganj and Municipal No. 171 Old and 274 New Lukerganj Allahabad out of this **1332.69 Sq. Yards or 1114.70 Sq. Meters** belonging to **FIRSTPARTY OF THE FIRST PART** and bounded as under

North: Nazul Site No. 96

East: Nazul site No. 78

South; 12m Wide Lukerganj Road

West: part portion of Nazul site No. 79

2. Whereas the second party of the first part by virtue of a sale deed dated 27-6-1930 registered with sub registrar Allahabad at Sl. No. 1141 in Book No. 1 Volume No. 579 in pages 227 to 231 dated 12-7-1930 executed by Shri Niranjana Choudhary s/o late Babu Ram Ratan Choudhary in favor of Shri Nagendra Nath Bhattacharya s/o Late Babu Narendra Nath Bhattacharya [grandfather of the second party of the first part]. Whereas Shri Niranjana Choudhary s/o late Babu Ram Ratan Choudhary vide lease deed dated 20-1-1913 registered as document at Sl. No. 770 in Book No. 1 Vol no. 76 at page 351 dated 1-5-1913 absolutely seized and possessed the piece of land admeasuring **2 rods and 24 poles** or 3146.00sq. Yards bearing Nazul Site No. 96 Lukerganj Allahabad and Municipal No. 242 New and 154 old, Lukerganj Allahabad. Whereas Shri Nagendra Nath Bagchi died on 27-4-58 Having two sons Shri Dharendra Nath Bagchi died on 1-9-2002 and Shri Ravindro Nath Bagchi died on 20.7.1998, Shri Ravindro Nath Bagchi was inherited by Smt. Namita Bagchi his wife,

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Shri Alok Nath Bagchi, Pulak Nath Bagchi, Amarnath Bagchi his sons and Chandrika sanyal his daughter. Whereas in OS No. 100/99 Dharendra Nath Bagchi vs Smt. Namita Bagchi, Shri Alok Nath Bagchi, Pulak Nath Bagchi, Amarnath Bagchi and Chandrika sanyal In the court of Civil Judge JD West Allahabad vide order dated 5-4-99 and compromise application dated 5-4-99 the **SECONDPARTY OF THE FIRST PART got 1629.30 Sq. Yards or 1362.79 Sq. meter** as their share, more fully described in **Schedule I** and shown in green color in the site plan annexed hereto as **Annexure-I**. (Hereinafter referred to as the "**Project Land**") whereas Smt. Namita Nath Bagchi died on 16-1-2007 and Shri Amar Nath Bagchi died on 12-7-2008 and he was inherited by his wife Smt. Chandrima Bagchi. And today **SECONDPARTY OF THE FIRST PART** is the exclusive Land Owners of the said and more particularly described below.

DETAILS OF THE PROPERTY

Part portion of land admeasuring **2 rods and 24 poles** bearing Nazul Site No. 96 Lukerganj Allahabad and Municipal No. 242 New and 154 Old, Lukerganj Allahabad out of this **1629.30 Sq. Yards or 1362.79 Sq. meters** belonging to **SECONDPARTY OF THE FIRST PART** and bounded as under

North: 20 Feet Wide Road
South; Nazul Site No. 79

East: Nazul site No. 95
West: part portion of Nazul site No. 96

3. The total Area of land comprising of **FIRST PARTY OF THE FIRST PART** and **SECONDPARTY OF THE FIRST PART** comes to be **1332.69+1629.30 = 2961.99 Sq. Yards or 1114.70+1362.79 = 2477.49 Sq. meters** more fully described in Schedule I and marked as red and green color in the Annexure-1.
4. The Land Owners represents and assures that they are the absolute Land Owners in possession of the Project Land which is free from any charge, lien, litigation, mortgage, lease, notice, requisition, acquisition proceedings, will, loan, security, stay order, court attachment, collaboration, BUILDERS AGREEMENT, joint venture or other encumbrance of any kind, whatsoever and the Builder relying on their representations is entering into this BUILDERS AGREEMENT.
5. The Land Owners, were being desirous of developing the Project Land into Residential Complex has approached the Builder, in view of the Builder's reputation, track record and expertise in real estate development and ability to carry out development, construction and marketing of the Project in its own name, to collaborate for joint development of the Project Land for Residential purposes i.e. for construction of Residential Complex on the Project Land at the cost and expense of the Builder and to share the built-up area as mentioned hereunder amongst them, as agreed herein.

6. And the Builder had agreed to collaborate with the Land Owners for the

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development and construction of Residential Complex on the Project Land and the Land Owners have transferred to the Builder all its rights of construction and development of the Complex on the Project Land on the terms and conditions hereinafter mentioned and at the cost and expense of the Builder, as also to share the built up areas, amongst themselves, as agreed herein in this Collaboration BUILDERS AGREEMENT and pursuant to that the First Party Land Owners and the Builder had executed a Memorandum of Understanding dated 24-6-2010 and to give effect that now the first party and the second parties are executing this registered builders agreement.

7. The Parties hereto now wish to record and set out the detailed terms & conditions as appearing hereinafter in this BUILDERS AGREEMENT.

NOW, THEREFORE, THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED, DECLARED, AND COVENANTED BY AND BETWEEN THE PARTIES ASUNDER:-

(1) Project Land/Project:

- 1.1 The Project Land shall mean and comprise of two pieces of land more fully described in foot of this deed in detailed of property as per Para No. 2.1 and **Schedule - I** and shown bounded in red and green color in the site plan **Annexure - I** annexed hereto for purposes of development and construction of a Group Housing Scheme thereon on Collaboration basis and sharing of built up area between the parties in the ratio as provided herein.
- 1.2 The Project shall comprise of a Group Housing Scheme to be developed upon the Project Land as per the layout plan to be approved by the concerned authorities.

(2) Possession:

- 2.1 Pursuant to the obligations assumed by the Builder and subject to the terms of this BUILDERS AGREEMENT the Land Owners at the time of getting the property freehold and construction maps approved and treating the money expensed on getting the property freehold as adjustable in terms of clause 8 of this BUILDERS AGREEMENT will deliver the vacant and peaceful physical possession of the Project Land for construction admeasuring **661.43 Sq. meters** out of admeasuring $1114.70 + 1362.79 = 2477.49$ Sq. meters and the rest area shall be the roads\setback and parks as per approved map, free of cost to the Builder and place the same at the disposal of the Builder free of any defects of title, charges, liens, disputes, litigation, claims whatsoever to carry out development of Group Housing Scheme on the Project Land in terms of this BUILDERS AGREEMENT and as per the standards and specifications approved by the competent authorities. The Builder shall be fully entitled to survey the entire Project Land and prepare plans drawings, etc., whatever required. It is promised by the Land Owners that they will hand over the vacant possession of the land within one month of the approval of the map.


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- 2.2. It is agreed between the Parties that the possession of the said Land/ property delivered/handed over to the Builder for the purposes of the abovementioned Project and shall not be disturbed and they shall not be dispossessed there from till the project building is complete subject to due performance of terms & conditions of this BUILDERS AGREEMENT by the Builder.
- 2.3. The Builder shall be entitled to put up its site office and hoardings on the Project Land, after signing of this BUILDERS AGREEMENT.
- 2.4. It is expressly agreed to between the parties to this deed that the ownership of the plot under reference would remain exclusively with the land owner till it vests with both the parties as per their respective shares on the completion of the project, and only after the completion certificate to the effect is obtained by the builders from the relevant authorities but the interest in the title of the land will be created by the builders.

(3) Approvals:

3.1 At the time of execution of the MOU dated 24-6-2010 the land use of the property was residential and the nature was Lease Hold Rights and it was agreed between the parties that by using the Nazul GO the Builder will get the lease hold rights converted into freehold and will pay the freehold conversion charges out of which the amount being expensed in application will not be refundable but the payment made for the freehold demand and the stamp duty will be refundable. And pursuant to that the Builder had applied for the conversion of the Lease Hold Rights into freehold rights and succeeded in getting the same as per the Following:-

- A. Freehold application dated 30-06-2010 and deposited Rs. 522188.00 vide treasury Challan no. 550 dated 30-06-2010 and Rs. 9744591.97 vide treasury Challan no. A120010 dated 01-08-2015, total deposited Rs. 1,02,66,779.97, stamp of Rs. 698600.00 and Rs. 10020.00 as registration fees **Total Rs. 1,09,75,399.97** and the ADM Nazul executed the freehold deed for an area of **1114.00 Sq. meters** for The Freehold Nazul Site No. 79, Lukerganj, Allahabad vide freehold deed dated 21-09-2015 and registered with the Sub-registrar Sadar-II in Bahi No. 1 Zild No. 3899 in pages 335 to 378 at serial No. 8828 dated 23-09-2015 in Favor of The First Part of The First Party namely **Shri Durga Prasad Nigam**.
- B. Freehold application dated 30-06-2010 and deposited Rs. 638907.00 vide treasury Challan no. 548 dated 30-06-2010 and Rs. 8312644.85.00 vide treasury Challan no. A110028 dated 13-07-2015, total deposited Rs. 89,51,551.85 stamp of Rs. 602100.00 and Rs. 10020.00 as registration fees **Total Rs. 95,63,671.85** and the ADM Nazul executed the freehold deed for an area of 1363.00 Sq. meters for The Freehold Nazul Site No. 96, Lukerganj, Allahabad vide freehold deed dated 21-09-2015 and registered with the Sub-registrar Sadar-II in Bahi No. 1 Zild No. 3899 in pages 225 to 268 at serial No. 8824 dated 23-09-2015 in Favor of The

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P. Bagchi Chandrika Sanyal for Sai Dham Apartments



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Second Part of The First Party namely Shri Alok Nath Bagchi, Smt. Chandrika Sanyal Shri Pulak Nath Bagchi and Smt. Chandrima Bagchi.

- C. And after the execution of the freehold deeds the builder applied for sanction of the building plans on total Area $1114.00 + 1363.00 = 2477.00$ Sq. Meters vide application dated 23-06-2015 and vide demand Note dated 19-09-2015 for Rs. 31,45,942.00 and the builder deposited Rs. 3145942.00 vide receipt No. 20 Book No. 10128 dated 02-11-2015 and got the sanctioned from the competent authorities at its own cost vide permit No.30/Pra.Aa(Ta.Sa.-2)/Zone-2/Gro.Ho/2015-16 dated 9-1-2017 on a covered area of **661.43 Sq. meters** out of the total area of 2477.00 sq. meters and the rest area shall be the roads\setback and parks, in for form of Two Blocks as per the following:-
- I. Block A comprising of Stilt Floor Parking, First Floor, Second Floor, Third Floor, Fourth Floor and Fifth Floor consisting of 20 Flats. Comprising of Total Saleable Area in Sq. Feet as per the Distribution Chart Annexed with this Builders Agreement as per Annexure-1.
 - II. Block B comprising of Stilt Floor Parking, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor and Sixth Floor consisting of 24 Flats. Comprising of Total Saleable Area in Sq. Feet as per the Distribution Chart Annexed with this Builders Agreement as per **Annexure-III**.

The Builder will pay the purchasable FAR/Compounding charges for Additional construction but will be shared as per the settled ratio i.e. 60% for the Builder and 40% for the Land Owners if any.

- 3.2 The Land Owners agrees to irrevocably vest in the Builder all the powers of Land Owners as also all the authority of the Land Owners as may be necessary in the discretion of the Builder for obtaining any of the requisite permissions, sanctions and approvals for development, construction and completion of the proposed Project on the Project Land which have not yet been obtained by the Land Owners.
- 3.3 The Land Owners shall render to the Builder all assistance necessary and sign all applications, representations, indemnities, affidavits, plans and all such other documents including power of Attorney (ies) as the Builders may require in its name or in the name of its nominee for the purposes of the submission to the Allahabad Development Authority, Municipal Council and/or any other Government or statutory authority to enable the Builder to obtain other necessary sanctions, permissions and approvals from all or any of the said authorities in connection with the commencement and completion of the Project including application for obtaining the permissions and sanctioned plans, applications for electric installations, lifts and elevators, water and sewerage connections etc. and in general for fully effecting the terms and conditions of this BUILDERS AGREEMENT

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- 3.4 The Builder shall be entitled to the refund of all fees, security deposit and other charges of whatsoever nature, deposited by the Builder with various statutory authorities for seeking various approvals, sanctions and service connections etc. for the said Project. The Land Owners undertakes that within 7 days of the receipt/realization of any such refund earlier paid by the Builder, the Land Owners shall pass on the said refund/ deposit to the Builder and in case of any delay in conveying the refund to the Builder, the Owner shall be liable to pay the interest for the delayed period @ 24% per annum.

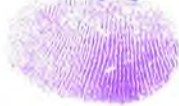
4. Development/Completion:

- 4.1. The Land Owners has hereby entrusted to the Builder exclusively and irrevocably the right for development of the said Project Land into the Project as defined, on the terms and conditions herein contained and the Builder hereby agrees to develop the Project Land by carrying out entire development work and construction as per layout plans, standards and specifications approved by the competent authorities.
- 4.2. The Builder shall commence the development work on the Project Land within 3 months of receipt of all the requisite permissions, sanctions, approvals, clearances from the concerned regulatory authorities including the sanctioned building plans or 2 months of receiving the vacant possession of the land, subject to force majeure, restraints/ restrictions from authorities/ courts, conducive market conditions, circumstances beyond the control of the Builder and reasons attributable to the Land Owners and/ or its title to the Project Land. It is agreed that the said period of 3 months shall be automatically extended by the period during which any Force Majeure ground or circumstances, as defined hereinafter, exist or by way of mutual understanding between the parties.
- 4.3. The Builder shall carry out construction of the Group Housing Scheme on the Project Land strictly in accordance with the plans & drawings approved & sanctioned by the regulatory authorities and the byelaws, rules, regulations, guidelines applicable to the area and as per the specifications attached as **Annexure II**.
- 4.4. The Builder shall be responsible for any deviation from the sanctioned building plans and shall keep the Land Owners harmless and indemnified against any loss or penalty that the Land Owners may have to suffer for such deviations
- 4.5. The Builder shall endeavor to complete the construction of Group Housing Scheme on the Project Land within a period of thirty (30) months from the date of commencement of construction. It is agreed that the said period of thirty (30) months shall be automatically extended by the period during which any Force Majeure, restraints/ restrictions from authorities/ courts, conducive market conditions, circumstances beyond the control of the Builder and reasons

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For Sai Dham Apartments

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attributable to the Land Owners and/ or its title to the Project Land ground or circumstances, as defined hereinafter, exist or by way of mutual understanding between the parties.

4.6. The Land Owners shall be entitled periodically to visit the site and to look at the progress of the development work. Provided however that the Land Owners or anybody else claiming through or under them shall not cause any type of hindrance or interference, directly or indirectly, in the development work or in the day to day functioning of the Builder.

5. Work Force:

5.1 The Builder shall be entitled to employ/engage engineers, architects, consultants, contractors, and sub-contractors, skilled and unskilled workers, to carry out and complete development of the Project under the terms and conditions of this BUILDERS AGREEMENT.

5.2 The Builder alone shall be responsible for payment of any dues of the contractors/sub-contractors and other workforce.

5.3 It will be the obligation of the Builder to abide by all statutory provisions regarding the employment of such workers and payment of their wages, dues in time.

5.4 The Builder shall keep the Land Owners harmless and indemnified against all the dues payable to the work force, the statutory compliance of labor laws, and /or for any accident or lack of safety resulting in injury or damage/ death to workers.


6. Costs:

6.1 Builder shall develop and construct the entire Project at its own cost and expenses. The cost of development shall be deemed to include all costs towards sanctioning of building plans, construction costs, engineering/architects fees, labor charges, marketing expenses, and other miscellaneous costs but the purchasable FAR/Compounding cost will be shared as per the settled ratio i.e. 60:40.

6.2. The Builder shall be solely responsible and liable for payment of all dues to its workmen / employees and the statutory compliance of labor laws, rules and regulations as are in force or are introduced from time to time in respect of engagement of labor, staff wages, Compensation, etc., and/ or for any accident or lack of safety resulting in injury or damage/ death to workmen. All claims and demands appertaining to construction of the complex shall be paid and satisfied by the Builder.

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D.P. Misra A. Baghel Chandrika Sanyal



P. Baghel

7. Power of Attorneys:

- 7.1. The Land Owners has authorized the Builder and its nominated representative to submit and follow up all the applications, forms, affidavits, undertakings, guarantees etc. regarding the freehold and map approval, whatever may be required for grant of sanction of building plans, water, Sewerage and Electricity connections or any other facility or amenity for and in connection with the construction of the Group Housing Scheme on the Project Land.
- 7.2. The Land Owners shall, if required, sign and execute all such papers, documents, letters, affidavits, undertakings, as may be required for purposes of obtaining the necessary permissions, sanctions, etc. for development and construction of Group Housing Scheme on the Project Land. The Land Owners shall extend full co-operation to the Builder for filing various applications and for obtaining the sanctions etc. as may be necessary or required for the development of the Project Land.
- 7.3. The Land Owners shall supply and provide all documentary evidence and support as may be required to be submitted to any Authority pertaining to the Project Land. Further, the Land Owners shall also, within a week of receipt of any request from the Builder, sign and execute such other documents, letters etc. as may be necessary for the development, construction, and completion of the said Complex and for giving effect to the terms of this BUILDERS AGREEMENT.

8. Security Deposit:

The Developer has helped the land Owners in getting the property freehold and has paid the entire freehold conversion charges out of which the amount being expensed in application will not be refundable but the payment made for the freehold demand and the stamp duty will be adjustable Interest Free Security Deposit for due performance of the provisions of the previous MOU, This amount comes to be Rs. 10668197.00 - 522188.00 = Rs. 10146009.00 on the First Part of The First Party and Rs. 9212273.00 - 638907.00 = Rs. 8573366.00 on the Second Part of The First Party the receipt whereof the owners hereby admits and acknowledges. And The Land Owners have decided to adjust this amount on their account of Share of Flats and have surrendered their share of Flats as per the Distribution Chart on account of Settlement of Freehold Charges and Dues and their ratio has been settled accordingly.

9. Considerations:

- 9.1. The consideration on the part of the Land Owners includes provision of the Project Land by them free of cost to the Builder, obtaining all licenses approvals for development of the Project on the Project Land and other obligations undertaken by them in terms of this BUILDERS AGREEMENT for Development of

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A. Bagchi
P. Bagchi
Chandrika Sanyal

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the Residential Complex.

- 9.2. The consideration on the part of Builder includes planning and preparation of the layout plans, service plans, sanctioning of building plans, incurring costs on approvals, if any, getting the property freehold and that money as interest free security deposit with the Land Owners in terms of clause 8 of this BUILDERS AGREEMENT, carrying out development and construction of the Project at its own cost and marketing of the Project and other obligations undertaken by the Builder in terms of this BUILDERS AGREEMENT

10. Sharing of Areas:

- 10.1 That in consideration for the Land Owners providing the land free of cost and obtaining all the necessary approvals for construction of Group Housing Scheme on the Project land and the Builder constructing and developing the said Project at its own cost and other obligations undertaken by the Parties in terms of this BUILDERS AGREEMENT the Parties agree that upon completion of the project block by block the Builder shall hand over the saleable area alongwith the proportionate land to the Land Owners as per the Following:-

- A. Shri Durga Prasad Nigam = 8859.46 Sq. Feet in form of 6 Flats having No. 1/B-1,1/B-2,1/B-3,1/B-4, 5/B-2 and 5/B-3 and also the 162.00 Sq. of shop mentioned clearly in red colour in the distribution chart.
- B. Shri Alok Nath Bagchi = 2127.38 Sq. Feet in form of 2 Flats having No. 2/A-1 and 2/A-2 mentioned clearly in sky Blue colour in the distribution chart.
- C. Shri Pulak Nath Bagchi = 2628.61 Sq. Feet in form of 2 Flats having No. 3/A-1 and 2/B-1 mentioned clearly in Blue colour in the distribution chart.
- D. Smt. Chandrima Bagchi = 2484.41 Sq. Feet in form of 2 Flats having No. 2/A-4 and 2/B-3 mentioned clearly in purple colour in the distribution chart.
- E. Smt. Chandrika Sanyal = 2127.38 in form of 2 Flats having No. 1/A-1 and 1/A-4 mentioned clearly in yellow colour in the distribution chart.

alongwith the covered and uncovered areas of the complex as relatable / attributable to the said land with proportionate, undivided, indivisible or importable Ownership rights in the land underneath the said Group Housing Scheme as also in common areas and common facilities (herein referred to as "**OWNER'S Allocation**") and the remaining saleable area alongwith the proportionate land 38594.80 Sq. Feet in form of 30 Flats mentioned clearly in green colour in the distribution chart built/un-built areas of the said Complex together with proportionate undivided, indivisible or impartibly Ownership rights in the land underneath the said complex as also in the common areas and common facilities shall fall to the share of the Builder and shall belong to and be owned by the Builder (herein referred to as the "**BUILDERS Allocation**").



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10.2 That both the Parties shall share the total built up area of the said Complex in the previously mentioned proportion, floor wise/ block wise, or as may be mutually agreed to between the parties. The area allotted to each of the party has been marked in the plan and also has been clearly distributed as per the distribution chart. The parties have agreed that any increase or decrease in the area allotted to any party shall be suitably adjusted inter-sc between the parties at the time of actual measurement on completion of the said Complex.

11. Marketing/Selling of areas:



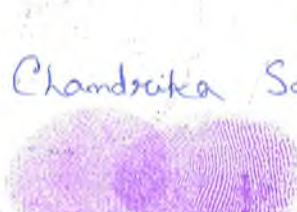

11.1 In order the Builder wishes to sell his share of Flats of this Project, the Builder shall be entitled to obtain booking of his Areas or to accept any money from public on execution of the present BUILDERS AGREEMENT. The Builder shall be entitled to negotiate with the prospective Allotte(s) of the unit/ space in the Group Housing Scheme and in this regard shall further be entitled to carry out the following acts.

- (a) To sign all the documents pertaining to the allotment of the unit/space to the Allotte(s) in its name;
- (b) To negotiate the price of the unit/ space with the Allotte(s);
- (c) To allocate specific space to the Allotte(s);
- (d) To receive and retain the consideration from the Allotte(s);

11.2 The Builder shall be entitled to enter into AGREEMENTs to sell of his share of Flats/Project areas and to receive consideration in its own name by his own signatures without any interference from the Land Owners.

11.3 The Land Owners shall in case of need also execute all necessary deed (s) or such other document(s) or instrument(s) in favor of the intending purchaser(s) of unit (s) / space(s) car parking, etc., in respect of the units, floor space(s), etc., agreed to be sold to different Intending Purchaser(s) by the Builder at the cost and expense of the said intending purchaser(s) and shall give the said Intending Purchaser(s) title and interest as may be permissible by present or future laws on the terms and conditions of this BUILDERS AGREEMENT.

11.4 During the period of development, the Builders are entitled to book areas/space for sale/lease/license and to sign the requisite AGREEMENTs with the prospective purchasers/ lessees and to receive the payment from them but only after the receipt of license/CLU from the competent authorities. Instruments of sale/ conveyance deed shall also be executed & signed by the either parties for their respective shares, and a copy shall be provided to the either parties. It is, however agreed in the event of default on the part of the Builders in performance of its obligations the prospective Purchasers/lessees terminate their AGREEMENT, the Builders shall be responsible for claims preferred by such allottees or the lessees.

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- 11.5 All necessary documents/ AGREEMENTs, conveyance deeds for bookings/sales of Project areas shall be prepared by the Builder to maintain uniformity of the terms.
- 11.6 It is further agreed in between the parties that the right to allot, lease, rent the car parking slots in covered as well as open car parking areas of the entire Complex of Builder share, shall vest with the Builder and the Builder shall and be entitled to the proceeds or collections thereof.

12. Taxes:

All rates, cess and taxes due and payable in respect of the Project Land up to the date of possession shall be the exclusive liability of the Land Owners. It is clearly understood between the Parties that currently municipal taxes or levies which are payable with respect to the Project Land, shall continue to be paid by the Land Owners at all times to come for their share. However, if local or state authorities levy any municipal taxes or levies with respect to the Group Housing Scheme after the signing of this BUILDERS AGREEMENT then the Builder shall pay the same. However it is agreed that after completion of the Group Housing Scheme the Parties hereto shall pay and satisfy all such taxes, levies, charges, duties etc. (i.e. up to the extent of unsold units) including municipal or other local taxes, in proportion to their respective share in the built up areas of the Residential Complex. The Land Owners and Builder shall be responsible and liable in respect of Income tax and/ or other statutory liabilities as far as their respective share of the built or un-built areas of the building or sale proceeds thereof are concerned.

13. Maintenance of the Project

- 13.1 The common areas of the said Group Housing Scheme / Project shall be maintained either by the Land Owners and the Builder jointly itself or by a well-known professional agency to be nominated by the Builder. Builder shall ensure that the upkeep & maintenance of the Project is of high standards. Maintenance charges shall be paid by the occupiers/purchasers/lessees in proportion to their areas. Further, the maintenance charges shall be fixed by the maintenance agency and the Parties hereto shall pay the maintenance charges for the unsold/unoccupied areas falling under their allocation.
- 13.2. The Fire Fighting means, safety measures and equipment shall also be provided by the Builder at their expense in the complex & that shall strictly conform to the norms and guidelines issued by the concerned department of the Govt., or the Local Authorities.

14. Indemnities and liquidated damages:

- 14.1 The Land Owners shall keep the Builder indemnified against any losses, damages

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Asayen
 Chandruka Sanyal
 For Sai Dham Apartments
 CEO.








as may be suffered by the Builder on account of any defects in Land Owners title to the Project Land or the existence of any encumbrances thereon.

- 14.2 In case the Project Land or any part thereof declared to be belonging to the Land Owners is lost on account of any defect in the Land Owners' title or any litigation, or on account of any cause or causes whatsoever including relating to any outstanding(s), claim(s), taxes etc. on the Land Owners, the Land Owners shall be liable to pay the Builder by way of the liquidated damages and all other losses, costs and expenses sustained by the Builder and / or intending buyers of whole or part of the built / un-built areas of the Project which shall be a genuine pre-estimate of loss suffered by the Builder in entering into this transaction. The Land Owners expressly agrees to keep the Builder and the intending buyers harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the Builder or the intending buyers may sustain or incur by reason of any such cause or causes whatsoever.
- 14.3 That in the event of any flaw or defect in the title of the Project Land or change in any government policy or for any other reason beyond the control of the Developer the Developer is unable to commence and complete the work on the Project, as agreed herein, or this Builders Agreement is rendered impossible of performance under any provision of law or direction of the State Govt. or any other statutory authority (ies) of the State Govt. or the Central Govt. the payments made by the Developer to the Owners under this Builders Agreement including the refundable as well as the non-refundable security deposit shall be refunded and paid back to the Developer within a period of one month on receipt of intimation in this regard from the Developer with an interest of 24 % per annum for the delayed period. In case, however, the Owners are unable to refund the said payments within the previously mentioned period the Owners individually or severally shall be liable to pay the principal amount and the interest thereof at the rate of 24 % per annum. It is further agreed that the previously mentioned payments and interest, if any shall constitute a charge on the Project Land until those deposits and the interest are fully paid up by the Owners.

15. Title deeds:

- 15.1. The Land Owners has handed over the copies of original Land Ownership documents of the Project Land to the Builder such as Sale Deeds, freehold deeds, Jamabandis, Mutations, Girdawaris etc. and the Land Owners further undertakes to produce any further document or proof of Land Ownership of the Project Land as may be required by the Builder, from time to time for purposes of obtaining any permission, approval or sanction from the regulatory authorities.

- 15.3. The intending/prospective buyers may require raising loans for the purchase of

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Chandrika Samyal

 For Sai Dham Apartments

 P. Bagchi


the areas in the Project. The Builder shall be entitled to issue no-objection certificates and to execute any documents for enabling buyers to raise loans for purchase of areas by creating mortgage in respect of such areas in favor of any banks/ financial institutions without creating any liability on the Land Owners.

16. Execution of Sales Deeds:

Without prejudice to the generality of the previously mentioned, it is agreed that on completion of the Project either Block by Block or Floor by Floor the Builder shall be entitled to execute and get registered appropriate sale/conveyance deeds in respect of the Project areas sold in favor of the buyers of the areas at the cost and expense of the buyers with his own signatures without the interference of the land owners and similarly the Land Owners are Authorized to execute their Sale Deeds with their own signatures without the interference of the builder. But The Land Owners as well The Builder agrees to sign any all documents/ deeds, if required by the Builder/ The Land Owners up to the entire satisfaction of the intending buyers.

17. Force Majeure:

Force Majeure shall mean and include natural calamities such as earthquake, floods and others acts of God, fire, irresistible force, strikes, lockouts, civil disobedience, riots, terrorism, or any other reasons whatsoever beyond the reasonable control of the parties hereto.

18. Miscellaneous:

- 18.1 The name of the Project shall be **SAI DHAM's RADHEY KRISHNA ENCLAVE**.
- 18.2 The Group Housing Scheme developed by the Builder shall be subject to the provisions of The Apartment Land Ownership Act. The Builder shall file the requisite Declaration in the name & on behalf of the Land Owners after completion of the Project.
- 18.3 That all notices, letters and communications whatsoever, shall be through Registered post acknowledgment due to other party at the address first above mentioned or at such duly notified changed address
- 18.4 The Parties hereto shall not assign, transfer, charge or encumber in any manner this BUILDERS AGREEMENT or his/their/its rights and benefits under this BUILDERS AGREEMENT to any person without the prior written approval of the other party. The Builder shall be free to appoint any labor, contractor, agent, etc., for purposes of construction and matters incidental thereto.
- 18.5 That this BUILDERS AGREEMENT shall in no manner be construed as creating any partnership or principal-agent relationship between the Parties.

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Chandrika Sanyal
 For Sai Dham Apartments
 C.E.O.
P. Bang ...



SCHEDULE -II**General Specifications for 1/2/3 Bedroom Flats**

Living/ Dining/ Passage/ Lobby	
Floor	Combination of Marble / Vitrified tiles as per customers choice
Walls	Plastic emulsion paint on POP/ white wall putty punning color of customers choice
Ceiling	Plastic Paint, moldings and cornice

Bedrooms	
Floor	Combination of Marble / vitrified tile as per customers choice
Walls	Plastic emulsion paint on POP/ Birla white putty punning color of customers choice
Ceiling	Plastic Paint

Kitchen	
Walls	Ceramic tiles upto 2'.0" above counter and Plastic Paint in the balance area
Floor	Combination of one or more of Vitrified Tiles
Counter	Marble/Granite
Fitting / Fixtures	CP fittings, Single bowl SS sink.

Balcony	
Floor	Combination of one or more of Indian Marble Terrazzo / Tiles
Ceiling	Exterior paint

Toilets	
Walls	Combination of one or more of Ceramic Tiles up to 7'-0" height as per customer's choice and oil bound distemper in the balance area.
Floor	Combination of one or more of anti-skid Ceramic Tiles
Fitting / Fixtures	Marc/Hindustan/equivalent C.P. fittings, European WC in master bath and Conventional fittings and WC in other toilets and separate hot and cold water piping..

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A. B. B.

Chandrika Sanyal

For Sai Dham Apartments

P. B. B.

Chandrika B. B.

Doors and Windows	
Internal Door	Painted Hardwood Frame with water proof Flush Shutters.
Entrance Doors Windows	Veneered and polished flush shutter / Molded Skin Door. Shutters with hardwood frame and wooden glass panel windows/ Aluminum glazed Bombay sliding windows.
Electricals	- Modular switches and copper wiring with MCB distribution.
Security System	To be managed by the centralized security system as per the management of the society.
Plumbing	PPR/CPVC / GI piping for water supply inside the toilets and kitchen

Lift Lobby	
Floor	Combination of one or more of Indian Marble / Kota Stone and stairs of marble
Electricals	- Modular switches of Reputed ISI approved makes.

D.P. Meena



Abayon Chandrika Sanyal



For Sai Dham Apartments

[Signature]
C.E.O.



Chandrima Bagchi



P. Bagchi



Distribution of Saleable Area in Square Feet

BLOCK A				BLOCK B			
First Floor				First Floor			
Flat No.	Type	BUILTUP AREA	SUPER BUILTUP AREA	Flat No.	Type	BUILTUP AREA	SUPER BUILTUP AREA
1/A-1	2 BHK	0.00	1063.69	1/B-1	3 BHK	1373.23	1544.95
1/A-2	2 BHK	0.00	1063.69	1/B-2	3 BHK	1373.23	1544.95
1/A-3	2 BHK	0.00	1063.69	1/B-3	3 BHK	1262.80	1420.72
1/A-4	2 BHK	0.00	1063.69	1/B-4	3 BHK	1229.43	1383.17
Total		0.00	4254.75	Total		5238.69	5893.79
Second Floor				Second Floor			
2/A-1	2 BHK	0	1063.69	2/B-1	3 BHK	1373.23	1544.95
2/A-2	2 BHK	0	1063.69	2/B-2	3 BHK	1373.23	1544.95
2/A-3	2 BHK	0	1063.69	2/B-3	3 BHK	1262.80	1420.72
2/A-4	2 BHK	0	1063.69	2/B-4	3 BHK	1229.43	1383.17
Total		0	4254.75	Total		5238.69	5893.79
Third Floor				Third Floor			
3/A-1	2 BHK	0.00	1083.66	3/B-1	3 BHK	1373.23	1544.95
3/A-2	2 BHK	0.00	1083.66	3/B-2	3 BHK	1373.23	1544.95
3/A-3	2 BHK	0.00	1083.66	3/B-3	3 BHK	1262.80	1420.72
3/A-4	2 BHK	0.00	1083.66	3/B-4	3 BHK	1229.43	1383.17
Total		0.00	4334.63	Total		5238.69	5893.79
Fourth Floor				Fourth Floor			
4/A-1	2 BHK	0.00	1070.13	4/B-1	3 BHK	1373.23	1544.95
4/A-2	2 BHK	0.00	1070.13	4/B-2	3 BHK	1373.23	1544.95
4/A-3	2 BHK	0.00	1070.13	4/B-3	3 BHK	1262.80	1420.72
4/A-4	2 BHK	0.00	1070.13	4/B-4	3 BHK	1229.43	1383.17
Total		0.00	4280.51	Total		5238.69	5893.79
Fifth Floor				Fifth Floor			
5/A-1	2 BHK	0.00	1083.66	5/B-1	3 BHK	1373.23	1544.95
5/A-2	2 BHK	0.00	1083.66	5/B-2	3 BHK	1373.23	1544.95
5/A-3	2 BHK	0.00	1083.66	5/B-3	3 BHK	1262.80	1420.72
5/A-4	2 BHK	0.00	1083.66	5/B-4	3 BHK	1229.43	1383.17
Total		0.00	4334.64	Total		5238.69	5893.79
Total Area				Sixth Floor			
		31432.14	56822.03	Flat No.	Type	BUILTUP AREA	SUPER BUILTUP AREA
Alok Nath Bagchi		2127.38		6/B-1	3 BHK	1373.23	1544.95
Pulak Nath Bagchi		2628.61		6/B-2	3 BHK	1373.23	1544.95
Chandrima Bagchi		2484.41		6/B-3	3 BHK	1262.80	1420.72
Chandrika Sanyal		2127.38		6/B-4	3 BHK	1229.43	1383.17
Durga Prasad Nigam		8859.46		Total		5238.69	5893.79
Shop To Nigam		162.00					
Builder		38594.80					

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A. Bagchi Chandrika Sanyal

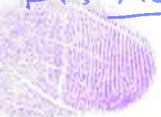
For Sai Dham Apartments

P. Bagchi

C.E.O.

Chandrima Bagchi

Share Distribution Chart of Land Owners as per Land Ratio			Land Owners Share 40%	Share as per MOU (Sq. Feet)	Surrendered to Builder on A/c of Freehold Amount	
Land Owners Name	Land Share (Sq. mtrs)	Constructed Area (As per Land Share) (Sq Feet)		Alotted		
Alok Nath Bagchi	340.75	7816.76	3126.70	2127.38	999.33	
Pulak Nath Bagchi	340.75	7816.76	3126.70	2628.61		498.09
Chandrima Bagchi	340.75	7816.76	3126.70	2484.41		642.29
Chandrika Sanyal	340.75	7816.76	3126.70	2127.38		999.33
Bagchi's Share	1363.00	31267.03	12506.81	9367.77		3139.04
Nigam's Share	1114.00	25555.00	10222.00	8859.46		1362.54
Total	2477.00	56822.03	Total			
Builders Share	60% of Constructed Area	Surrendered Area on Account of Freehold Area	Total Builders Share	For Sai Dham Apartments  C.E.O.		

D. Ponia


Chandrika Sanyal


Chandrima Bagchi


P. Bagchi


1. Shri Durga Prasad Nigam
AADHAR NO.683135425735
Mob No. 09450588253

D Prasad


2. Shri Alok Nath Bagchi
AADHAR NO.701958752457
Mob No. 09451455416

A Bagchi



3. Shri Pulak Nath Bagchi
AADHAR NO.998330412408
Mob No. 08005326028

P Bagchi


4. Smt. Chandrima Bagchi
AADHAR NO.433112076334
Mob No. 09936245689

Chandrima Bagchi



5. Smt Chandrika Sanyal
AADHAR NO.610213296816
Mob No. 009431749915

Chandrika Sanyal


6. Shri Rajesh Kumar Gupta
AADHAR NO.464341627587
Mob No. 09415218553

Rajesh


दिनांक 2.5.17
पृष्ठ संख्या 4742
पृष्ठ संख्या 1679
पृष्ठ संख्या 199/244
पं. रजिस्ट्रीकरण किया गया।


रजिस्ट्रीकरण अधिकार
इलाहाबाद-द्वितीय

