493414

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00503877906889M

: 28-Jul-2014 01:10 PM

: NONACC (BK)/ uppnbbk02/ MAHMOORGANJ/ UP-VNS

: SUBIN-UPUPPNBBK0200602221248319M

: MAX 1 INFRATECH

: Article 5 Agreement or Memorandum of an agreement

: SM PLOT No. 378,380,381KA,385KA,385KHA and OTHERS,GRAM

HIRAMANPUR, PARGANA SHIVPUR, DISTRICT VARANASI

: 0

(Zero)

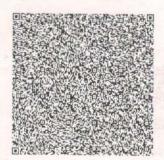
: SHREE BALAJI BUILDTECH AND OTHERS

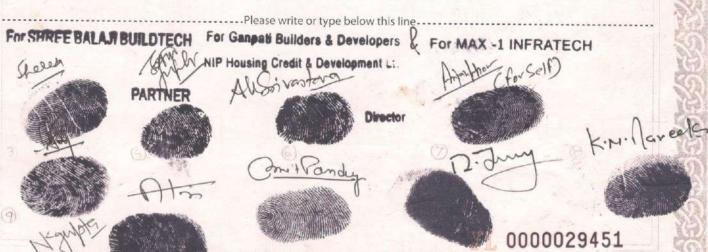
: MAX 1 INFRATECH

: MAX 1 INFRATECH

51,00,000

(Fifty One Lakh only)





thy of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as the website renders it invalid.

The onus of checking the legitimacy is on the users of the certificate.
 In case of any discrepancy please inform the Competent Authority.



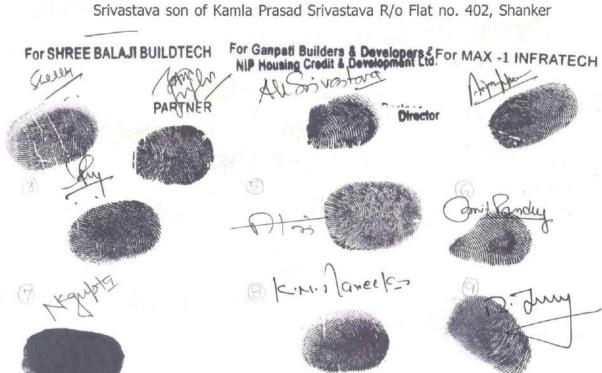






This development agreement executed this the 28th day of July 2014 between:-

- 1- Shree Balaji Buildtech, a partnership firm, having its office at House no. B-37/67C Birdopur, Varanasi, through its partners Shalabh Gupta and Sameer Gupta sons of Dr. S.P. Gupta residents of House no. B-38/1-A-1, Birdopur, Varanasi.
- 2- M/s Ganpati Builders And Developers, a partnership firm having its registered office at D-63/6B-44 Shivaji Nagar, Mahamoorganj, Varanasi, through its partners: M/s NIP Housing Credit And Development Ltd. having its office at SA-4/67-E-1 Daulatpur Road, Paharia, Varanasi represented by one of its Directors Ajit Kumar Srivastava son of Kamla Prasad Srivastava R/o Flat no. 402, Shanker



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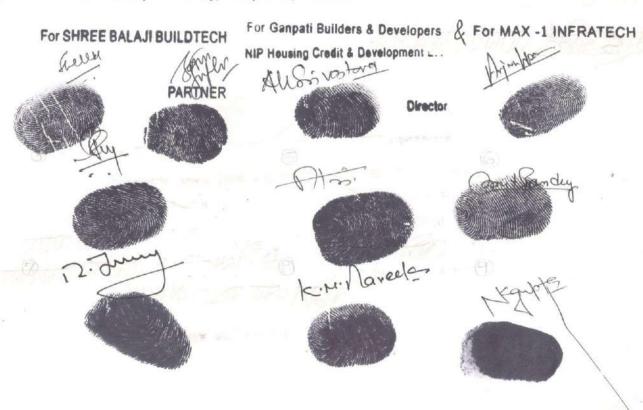






Apartment, D-63/1-B-3, Govind Nagar, Shivpurwa, Varanasi and Arjun Kapoor son of Anil Kapoor R/o House no. B-21/124-12-S Sarjoo Nagar Colony, Kamachha, Varanasi.

- 3- Alok Roy son of Late T.N. Roy r/o B-1/2 Gulab Bagh, Sigra, Varanasi.
- 4- Arjun Kapoor S/o Anil Kapoor R/o House no. B-21/124-12-S Sarjoo Nagar Colony, Kamachha, Varanasi.
- 5- Ajay Trivedi s/o Late Satyanarain Trivedi R/o House no. B-37/121 A Mahamoorganj, Varanasi.
- 6- Amit Pandey S/o Shyamnarain Pandey R/o House no. D-59/376 K-1, Indrapuri Colony, Shivpurwa, Varanasi.

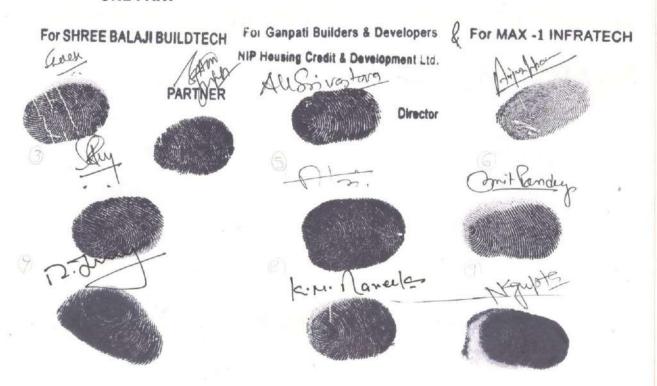


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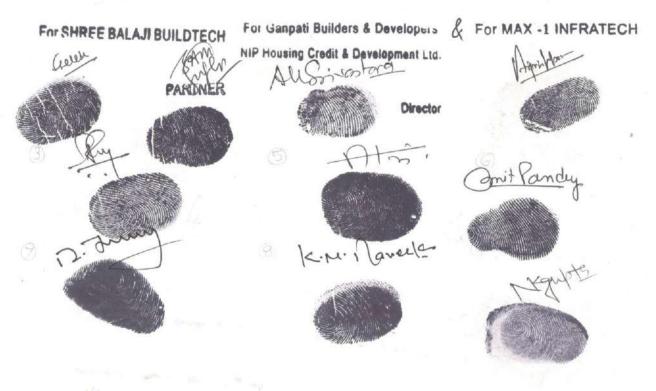
- 7- Rishi Kumar Jaiswal S/o Vijay Kumar Jaiswal R/o B-38/217-A-31 Taradham Colony, Tulshipur, Mehamoorganj, Varanasi.
- 8- Kedarnath Parikh S/o Ram Gopal Parikh R/o Krishnapuri Colony, Manduadih, Varanasi.
- 9- Neel Kant Gupta S/o Late Bholanath Gupta R/o Manduadih Bazar,
 Varanasi, hereinafter jointly referred to as the LANDOWNERS/FIRST
 PARTY, which term unless repugnant to the context includes their
 heirs, legal representatives, executors, administrators and assigns on
 ONE PART



And

M/S MAX-1 INFRATECH, a partnership firm having its office at S.M. Plot No.- 378, Gram- Hiramanpur, Pargana- Shivpur, Distt.-Varanasi represented by its partners (i) M/s NIP Housing Credit And Development Ltd., a company incorporated under the companies Act, having its office at SA-4/67-E-1 Gautam Budha Rajpath, Paharia, Varanasi, represented by one of its Directors, Ajit Kumar Srivastava son of Kamla Prasad Srivastava R/o Flat no. 402, Sshanker Apartment, D-63/1-B-3, Govind Nagar, Shivpurwa, Varanasi and another partner Arjun Kapoor S/o Anil Kapoor R/o House no. B-21/124-12-S Sarjoo Nagar Colony, Kamachha, Varanasi, hereinafter referred to as the Developer/Second PARTY, which term unless repugnant to the context includes their heirs, legal representatives, executors, administrators and assigns on the **OTHER PART**

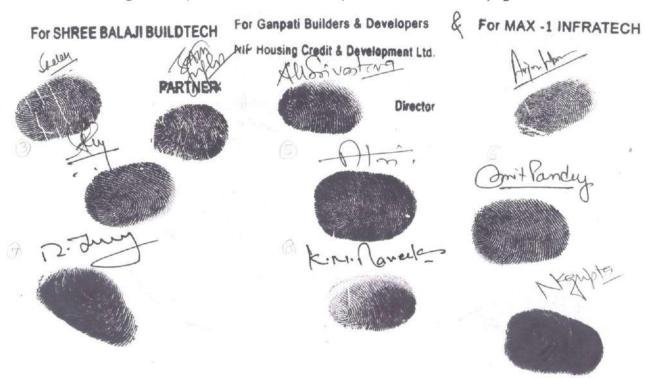
Whereas Shree Balaji Buildtech, a partnership firm, hereinabove mentioned at party no. 1 of the first party purchased a piece of land measuring a total of 0.657 Hact. i.e. 6572.5 Sq.mtr. out of settlement plot No.'s 378 (part), 380, 381 Kha, 381Ga, 382Ka, 382Kha situate in Village Hiramanpur, Pargana Shivpur, District Varanasi of through deed of sale dated 17-07-2013 registered on the same day in the office of Sub Registrar



IV, Varanasi in Book no. I, Volume 5906 at pages 1 to 42 at Sl. no. 4387 and entered into possession on the said piece of land as owners thereof.

And whereas party no. 2 of the aforesaid first party/Land owners M/s Ganpati Builders and Developers, a partnership firm having two partners M/s NIP Housing Credit and Development Ltd. and Arjun Kapoor purchased a total of 0.461 Hact. Or 4616.1 sq. mtrs of land out of settlement plot No's. 378 (part) , 379Ka, 379Kha, 383Ka, 384 (part) and 385Kha situate in village Hiramanpur, Pargana Shivpur, District Varanasi through deed of sale dated 16-07-2013 registered on the same day in the office of Sub Registrar IV, Varanasi in Book no. I, Volume no. 5904 at pages 1 to 104 at Sl. no. 4362 and entered into exclusive possession over the said land as owners thereof.

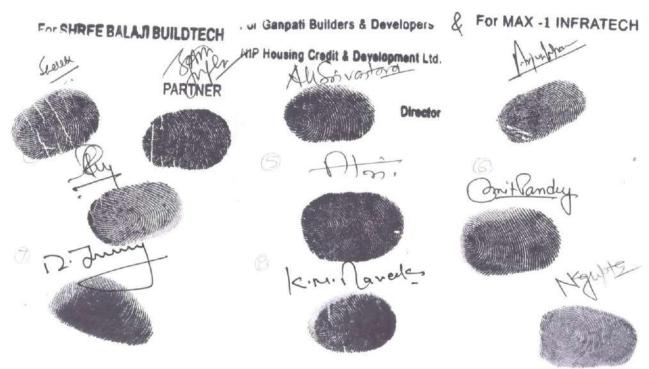
And whereas party no. 3 and 4 of the First party/Land owner, Alok Roy and Arjun Kapoor jointly (in their individual capacity) purchased a total of 1361.96 Sq.mtr. of land out of settlement plot No's. 381Ka, 382Kha, 382Ga, 383Ka, 385Ka situate in Village Hiramanpur, Pargana Shivpur, District Varanasi through three sale deeds dated 18-06-2013 registered in the office of Sub Registrar IV, Varanasi in Book no. I, Volume no. 5853, at pages 93 to 122 at Sl. no. 3643 sale deed dated 27-06-2013 registered in the office of Sub Registrar IV, Varanasi in Book no. I, Volume no. 5868 at pages 23 to 80



at SI. no. 3856 and sale deed dated 09-09-2013 registered in the office of Sub Registrar IV, Varanasi in Book no. I, volume no. 5985 at pages 47 to 82 at SI. no. 5501 and entered in to exclusive possession thereof as owners thereof.

And whereas party no. 5 of the First Party/land owners Ajay Trivedi also purchased 0.113 Hact. equivalent to 1137.5 Square Meters of land out of settlement plot No's. 383Ka and 384 in Village Hiramanpur, Pargana Shivpur, Distrcit Varanasi through deed of sale deed dated 16-07-2013 registered in the office of Sub Registrar IV, Varanasi in Book no. I, Volume 5903, at pages 221 to 330, at Sl.no. 4259 and entered into exclusive possession thereof as its owner.

And whereas party no. 6 of the aforesaid land owners Amit Pandey also purchased a piece of land measuring a total of 0.064 Hact. i.e. 632 Square Meters out of Settlement plot no. 379Ka and 379Kha situate in Village Hiramanpur, Pargana Shivpur, District Varanasi through deed of sale dated 16-07-2013 registered in the office of Sub Registrar, Varanasi in book no. I, Volume no. 5903 at pages 331 to 370 at Sl. no. 4360 and entered into exclusive possession thereof as its owner.

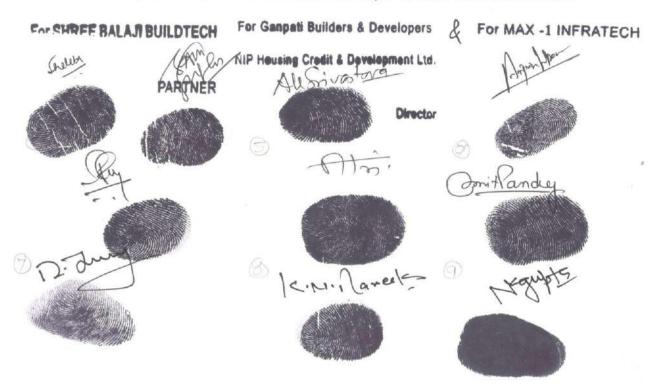


And whereas party no. 7, 8 and 9 jointly purchased a piece of land measuring 632 Square Meters out of settlement plot no. 379Ka (part) and 384 (part) situate in Village Hiramanpur, Pargana Shivpur, District Varanasi through deed of sale dated 16-07-2013 registered in the office of Sub Registrar IV, Varanasi in Book no. I, Volume no. 5903 at pages 371 to 410 at Sl.no. 4361 and entered into exclusive possession thereof as its owner.

And whereas all the afore mentioned parties 1 to 9 of the first party land owners are in actual physical possession over their names have been duly mutated in the revenue and other Govt. records as owners thereof.

And whereas the afore mentioned plots of land of the first party are adjoining to each other and all the parties of the first party land owners jointly decided to develop the entire land into a residential colony and also erected a common boundary wall surrounding the entire land of all the parties of the First Party, but for want of technical know-how and other technologies they could not develop the said property by themselves.

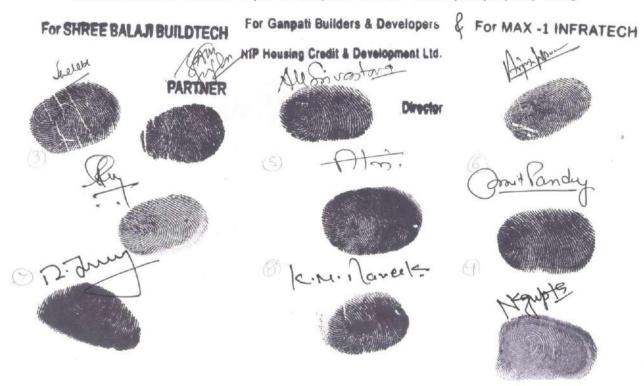
And whereas M/s. NIP Housing Credit And Development Ltd. and Arjun Kapoor, with an object to develop the entire property aforementioned formed a partnership under the name and style of MAX-1 INFRATECH and



under the said partnership offered to the remaining land owners to enter into a development agreement of the entire land.

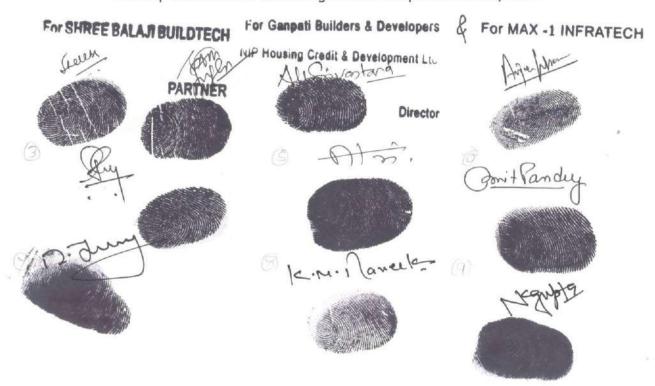
And whereas upon mutual deliberations and consultations it was agreed between the parties that the entire afore mentioned land being part of settlement plot No.'s. 381Ka, 385Ka, 380, 381Kha, 381Ga, 382Ka, 382Kha, 379Ka, 379Kha, 383Ka, 384, 385Kha, 382 Ga and 383 Ka total measuring 14952.06 Square Meters situate in Village Hiramanpur, Pargana Shivpur, District Varanasi part of which is owned by the partners of M/s. MAX-1 INFRATECH in their individual or other capacity, the parties have agreed that MAX-1 INFRATECH shall develop the entire land out of its own funds and resources and upon the development of the entire land in the manner agreed to between the parties and described herein under, the land owners shall jointly own 40% of the developed property and the developer second party shall own 60% of the developed property.

AND WHEREAS after mutual deliberations and consultations it was decided between the parties that the second party developer shall develop the said land to built a residential group housing complex from its own funds and resources in such a manner so as to yield maximum profit. It was further decided that the 40% of super built up area of the developed property along

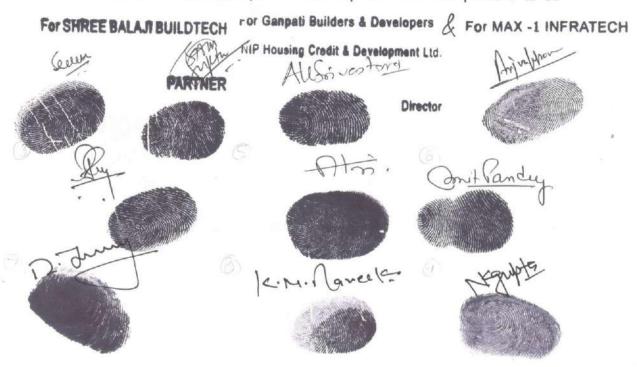


with undivided indivisible proportionate share in the land and undivided share in common areas and facilities and shall vest jointly in first party land owners and the remaining 60% of the Super built up area of the developed property along with undivided indivisible proportionate share in the land and undivided share in common areas and facilities shall vest in the second party developer. NOW, the parties hereunto execute this Development Agreement and bind themselves with the following terms and conditions:—

- That the Land Owners hereby declare that they jointly own and hold as its absolute owners that land being part of SM plot No.'s 381Ka, 385Ka, 380, 381Kha, 381Ga, 382Ka, 382Kha, 379Ka, 379Kha, 383Ka, 384, 385Kha, 382 Ga and 383 Ka total measuring 14952.06 Square Meters situate in Village Hiramanpur, Pargana Shivpur, District Varanasi detailed and described in the schedule hereunder and in the site plan annexed hereto which shows the complete situation and measurements of the entire land.
- 2- That the land Owners hereby hand over the actual physical possession of the said land to the second party and do hereby allow, authorize and give complete authority to the Developer to build, construct, develop the said land containing several independent Units/ flats.

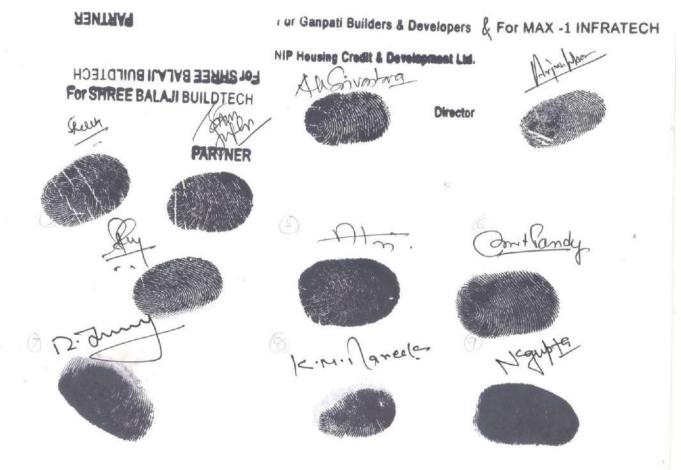


- 3- The Second Party shall prepare a Development Plan and get the same approved from the prescribed authorities.
- 4- That the Second Party shall have full authority to get the Plan, and its modifications if required, approved from Varanasi Development Authority and obtain such other sanctions, no-objections, permission, etc. from any other authority as and when required in the name of the first party/landowners or in its own name and the Second Party alone shall bear all expenses for getting the Plan prepared and sanctioned.
- 5- That after the Plan is approved, before the start of land development work, in a copy of the approved Plan the parties shall mark units or its part to be allotted to each party in such manner that both the parties are allotted similarly situate developed building. The allotment shall be mad ein the ratio herein below mentioned. Such marking of share shall be done on Five (5) or more copies and signed by all the parties to this agreement. One copy shall be retained by the developer for future reference and if required the parties shall execute further supplementary agreement thereof.
- 6- That the Second Party after sanction and release of the construction Plan from the Development authority and after the portions to be



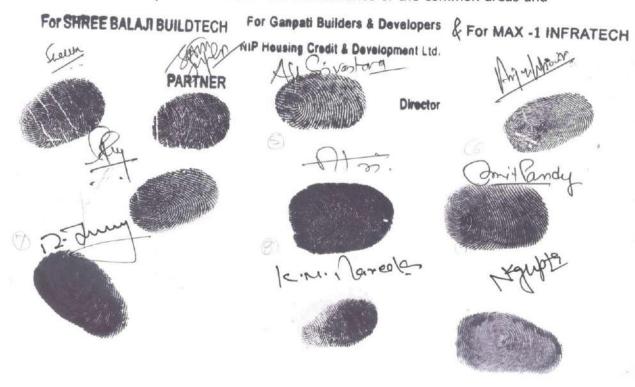
allotted to the respective parties are marked on the building plan, shall take up the work of development in right earnestness and complete the entire developmental work as far as possible within a period of 6 years, will a grace period of six months subject to *force majeure*.

- 7- That all the expenses in relation and incidental to the development of the land shall be borne by the second party alone.
- 8- That the Developers shall keep the land owners indemnified against all claims, compounding, demands of any nature in respect of the developmental work and in respect of any liability incurred on account of violation of any law or rule or any claim arising out of employment of engineers, workers, etc. of any nature. It shall be the responsibility of the Developers to safeguard any materials or goods brought by the Developers. If at any time, any loss of any material or any goods of



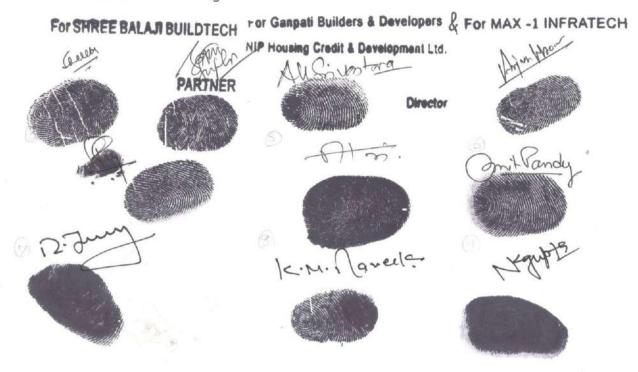
the Developers is caused or pilfered or stolen, the land owners shall not be liable for the same.

- 9- That similarly if on account of any defect in the title of land owners, or upon finding of any charge, lien or encumbrances on the property to be developed or any obstructions is caused on account of non-compliance of statutory requirements by the land owners, the land owners shall indemnify the Developers for the loss and/or delay and in any case the period of delay on account of such obstruction shall not be computed for the period of completion of the work. However, if on account of any defect in title of land owners or due to any litigation or objection in respect of the whole or part of the land to be developed the development work is affected and the second party/developer has to bear any loss, the first party shall be jointly and severally liable to pay for all the loss, cost and damages with interest thereon.
- 10- That in the project to be developed on the scheduled land certain earmarked common areas and certain common facilities also shall be provided. The first and the Second party and/or their transferees shall necessarily become the member of the association or society or any other body established for the maintenance of the common areas and



certain common facilities complex and shall pay the membership charges as well as the recurring charges and any other charges fixed by that said association for the maintenance of the common areas and the common facilities of the complex as a whole. The maintenance charges of common areas and common facilities shall be proportionately apportioned to each unit/Flat as may be in proportion to their super built up area to the entire super built-up area of the complex. The maintenance charges and other charges and other fees are to be paid to the maintenance authority of the complex in all circumstances, even if the flat in question remains vacant. The parties also hereby agree that the parties, or their transferees, shall also pay the proportionate cost for purchase and installation of the electricity transformer for the complex.

11- The common areas, including the open land, and the common facilities of the developed property, shall be for the joint and common use of the unit holders of the developed property and the First Party/Land Owners shall not have any claim on any specific portion of property except over the units agreed to be allotted to them in ratio of their share herein agreed.



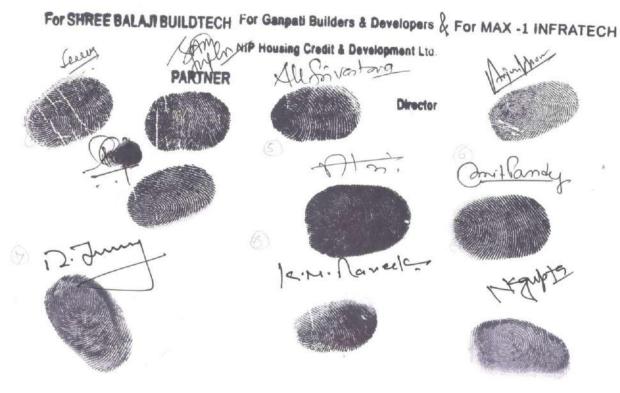
- 12- That the First Party shall clear all the statutory dues in respect of the property up-to the date of sanctioning of the Plan.
- 13- The built-up area of the property developed over the scheduled land shall be divided between the parties of the first part land owners and the developer in the following percentage;-

Land Owner's Share:

i.	Shree Balaji Buildtech	17.584%
ii.	M/s Ganpati Builders And Developers	12.349%
iii.	Alok Roy	1.821%
iv.	Arjun Kapoor	1.821%
v.	Ajay Trivedi	3.043%
vi.	Amit Pandey	1.691%
vii.	Rishi Kumar Jaiswal, Kedarnath Parikh and	
	Neel Kant Gupta	1.691%
Land Owner's Total		40%

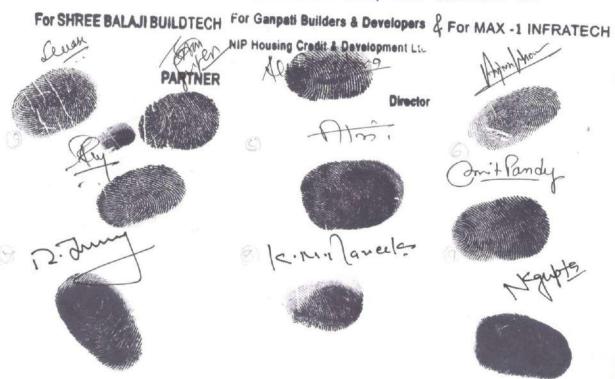
Developer M/s MAX-1 INFRATECH's share

60%



That after completion of the project, respective units of their share earlier marked by the parties in accordance with the percentage herein above agrees shall vest in the respective party, along with the proportionate impartiable area of land and other common area and facilities, and each party shall be entitled to exploit and deal the units vested in them in the manner they choose, as its absolute owners, which may include transfer by sale of units allotted to each party as its owner.

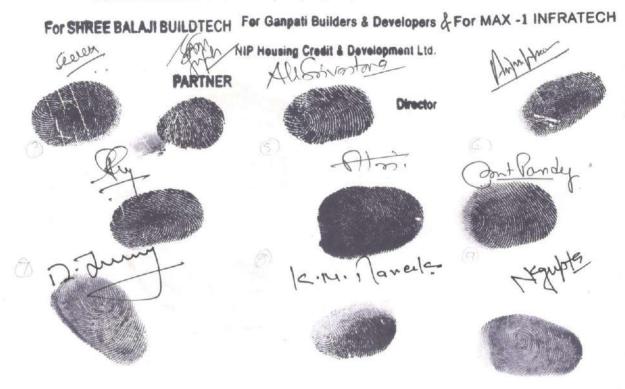
15- That the Landowners herby authorizes the developer/Second party to sell, lease, give on license or transfer in any manner and to execute deed of conveyance and/or agreement to sale in respect of share of the Second party in built-up area, common facilities and common area including undivided and un-demarcated proportionate land area. The land owners shall not have any objection over the same and the land owners shall never create any hindrance in the execution and registration of such deed or deeds. The developer shall also be entitled to receive sale considerations/ advances in its own name and the landowners shall have no claim over the sale consideration received thereof. The Landowners herby also authorizes the



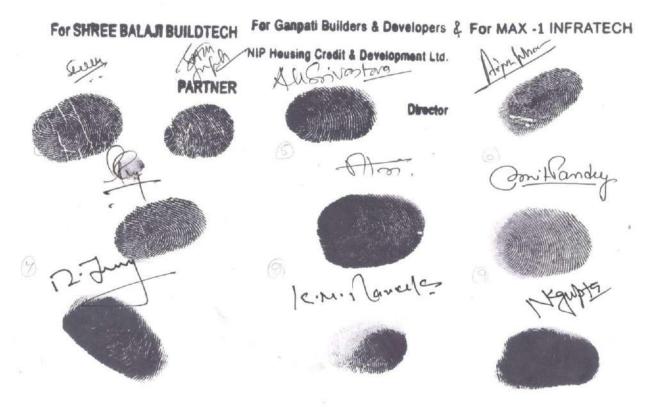
Developer to do all acts and deeds not specifically mentioned in this Developer's Agreement in respect of development of the said land and for exploitation of the builders share in the developed property.

16- That similarly the Developers also herby authorizes the landowners/first party to sell, lease, give on license or transfer in any manner and to execute deed of conveyance and/or agreement to sale in respect of share of the First party in built-up area, common facilities and common area including undivided and un-demarcated proportionate land area. The Developer shall not have any objection over the same and the Developer shall never create any hindrance in the execution and registration of such deed or deeds. The Land owners shall also be entitled to receive sale considerations/ advances in its own name and the developers shall have no claim over the sale consideration received thereof.

17- The Landowners herby also authorizes the Developer to do all acts and deeds not specifically mentioned in this Developer's Agreement in respect of development of the said land and for exploitation of the builders share in the developed property.



- That the owners shall do or execute or cause to be done or execute all such further deeds, matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the owners, including any such additional power of attorney and/or authorization as may be required for the purpose provided that all such acts, deeds, matters and things shall not in any way infringe on the rights of the owners and/or go against the terms of this agreement.
- 19- That the Developer shall be authorized to procure respective buyers of the proposed units in the proposed complex and to receive the payment from the said respective buyers towards the price of the said units of his share without any interference of any kind whatsoever from the Owners.
- 20- That all the expenses for the execution and registration of this agreement are borne by the second party/ developer.
- 21- That the Parties to this Deed are Indian nationals.



Particulars of the property above referred to

All that land bearing Being Settlement No.'s. 381Ka, 385Ka, 380, 381Kha, 381Ga, 382Ka, 382Kha, 378, 379Ka, 379Kha, 383Ka, 384, 385Kha, 382 Ga and 383 Ka total measuring 14952.06 Square Meters situate in Village Hiramanpur, Pargana Shivpur, District Varanasi, butted and bounded as follows:-

:- Road & Land of Kashivishwanath & others East

West :- Land of Satyanarayan & others

North :- Land of Jagarnath Mishra & others

South :- Land of others

Note:-Valuation of the property for the purpose of payment of stamp duty-

Land 14952.06 sq.mtrs. @ Rs.4,800/-= Rs. 7,17,69,888/-

Boundary Wall

= Rs. 10,00,000/-

Total

= Rs. 7,27,69,888/-

FOR SHREE BALAJI BUILDTECH

For Ganpati Builders & Developers of For MAX -1 INFRATECH

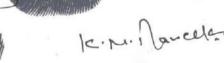
PARTNER

NIP Housing Cradit & Development

Director









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IN WITNESS WHEREOF, the land owners/First Party and the Developer/Second Party, have executed this Development Agreement this the day, month and the year first above mentioned.

WITNESSES:-

Name: SANJEEV KAPOOR 1. Father's Name: Sri ANIL KAPOOR

Address: B 21/124-12-5, Sorrjoo Nagar Colony, Kamachha, Vannah.

2. Name:

Father's Name:

Shortesh Gupta SM T.P. GUPTA

Chundua Habib Pura

Address: Signature:

Varanon

(AMIT VARMA) Advocate Drafted by:-

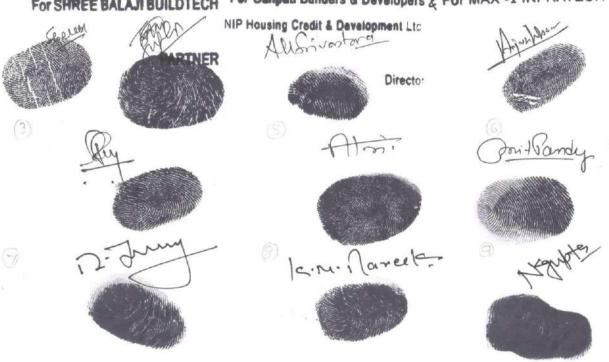
Civil Court, Varanasi.

Typed by:-

R.K. Computer

Civil Court, Varanasi

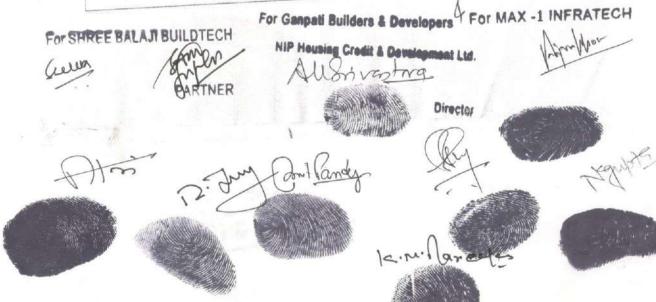
For Ganpati Builders & Developers & For MAX -1 INFRATECH



नक्शा नजरी

All that land bearing Being Settlement No.'s. 381Ka, 385Ka, 380, 381Kha, 381Ga, 382Ka, 382Kha, 379Ka, 379Ka, 379Kha, 383Ka, 384, 385Kha, 382 Ga and 383 Ka total measuring 14952.06 Square Meters situate in Village Hiramanpur, Pargana Shivpur, District Varanasi





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