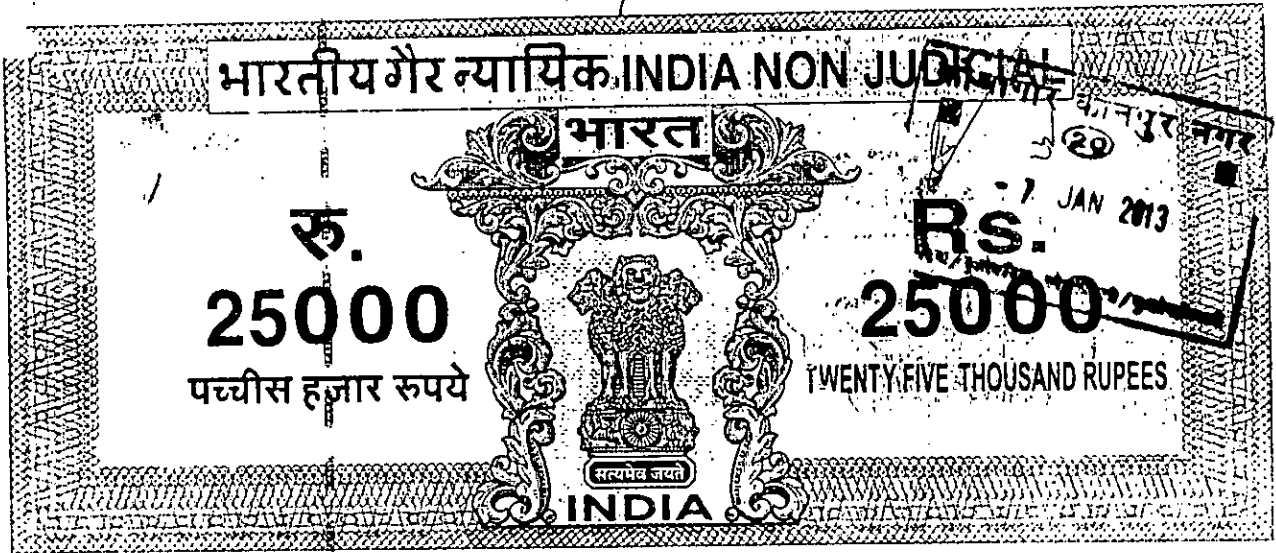


120/13



कानपुर नगर
 29
 7 JAN 2013

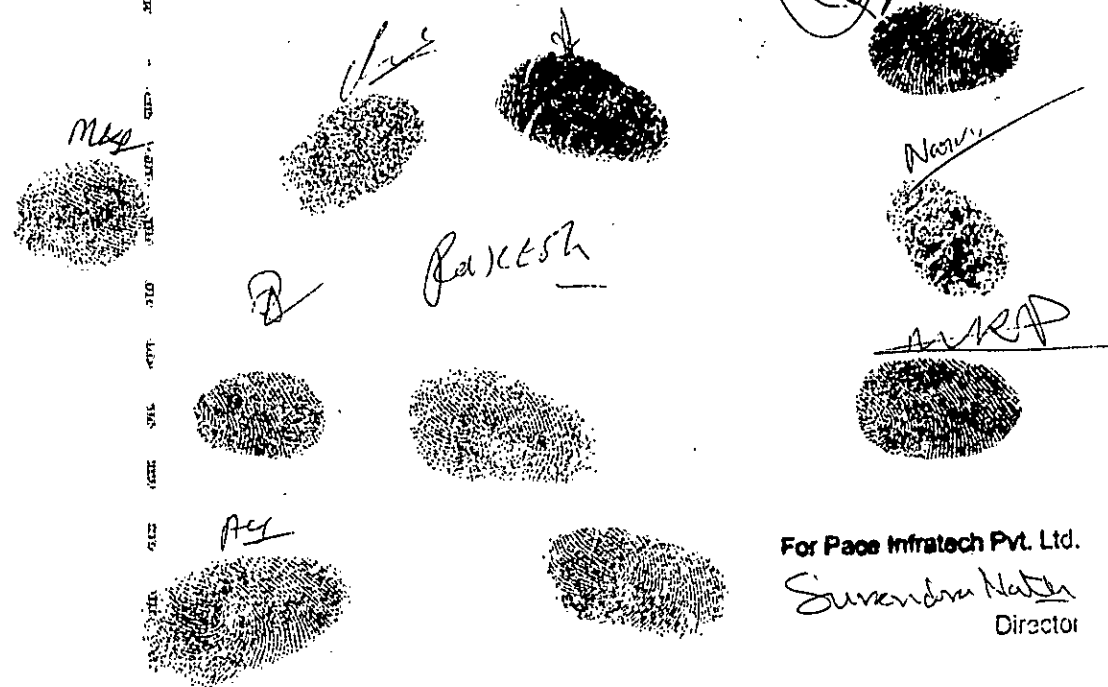
उत्तर प्रदेश UTTAR PRADESH

C 717360

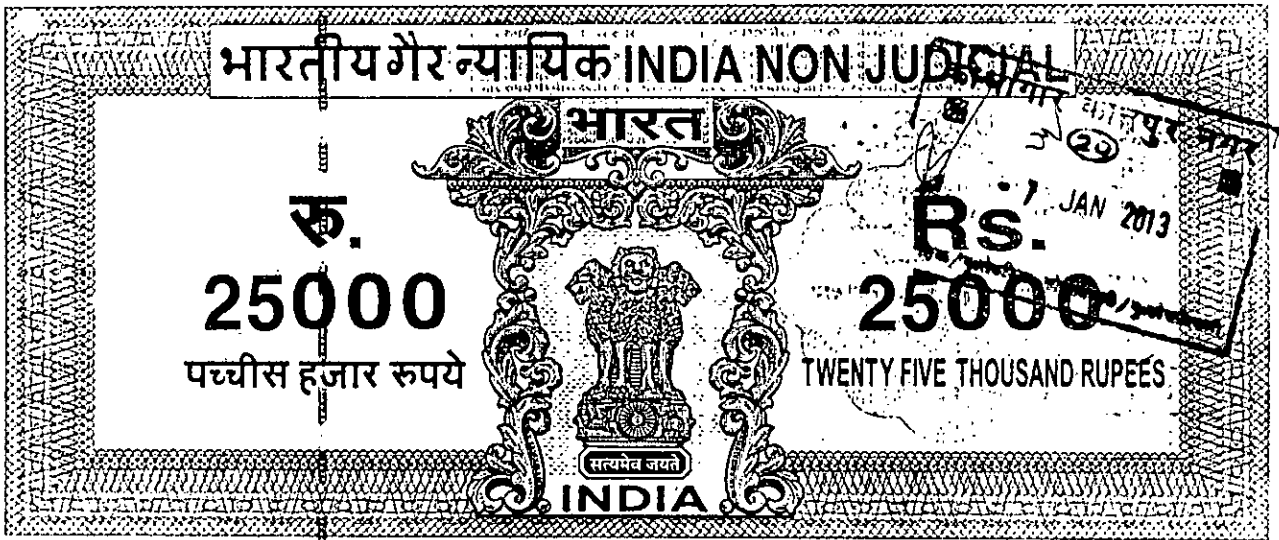


THIS NON JUDICIAL STAMP PAPER IS PART AND PARCEL OF BUILDER AGREEMENT
 EXECUTED BY
 SRI ASHOK KUMAR. & others
 IN FAVOUR OF
 M/S. PACE INFRA TECH (P) LTD.
 SHYAM JI RASTOGI
 ADVOCATE

For Auzi No. 1353 admeasuring 0.2050 Hec.(Part) & 1325Min. admeasuring 0.0600 Hec. 2 (Two)
 in numbers total admeasuring 0.2650 Hec. or 2650 Sq. Meter situated at Village-Bara Sirohi,
 Kanpur Nagar. Total Stamp duty paid in this Builder Agreement :-
 Rs. 21,17,000/- (Rupees Twenty One Laes Seventeen Thousand Only).



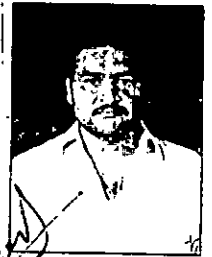
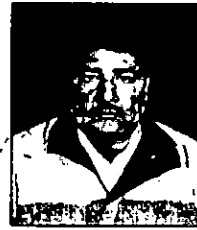
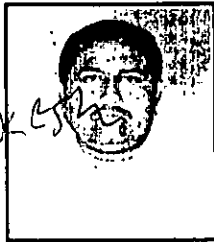
For Pace Infratech Pvt. Ltd.
 Surenendra Nath
 Director



उत्तर प्रदेश UTTAR PRADESH

2

C 717361



THIS NON JUDICIAL STAMP PAPER IS PART AND PARCEL OF BUILDER AGREEMENT EXECUTED BY

SRI ASHOK KUMAR. & others
IN FAVOUR OF
M/S. PACE INFRA TECH (P) LTD.

For Apazi No. 1353 admeasuring 0.2050 Hec.(Part) & 1325Min. admeasuring 0.0600 Hec. 2 (Two) in numbers total admeasuring 0.2650 Hec. or 2650 Sq. Meter situated at Village-Bara Sirohi, Kanpur Nagar. Total Stamp duty paid in this Builder Agreement :- Rs. 2117.000/- (Rupees Twenty One Lacs Seventeen Thousand Only).

msf

dsd

Pace 2014

Q

pac

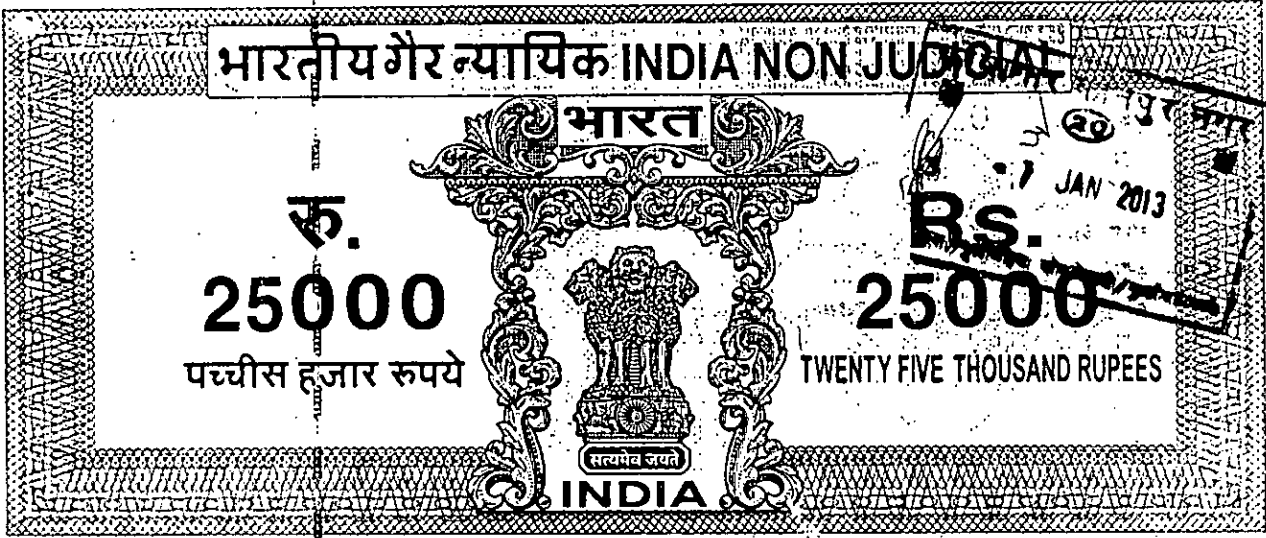
Signature

Signature

Signature

For Pace Infratech Pvt. Ltd.

Surandran Nath
Director



उत्तर प्रदेश UTTAR PRADESH

3

C 717362



Anjali

THIS NON JUDICIAL STAMP PAPER IS PART AND PARCEL OF BUILDER AGREEMENT EXECUTED BY

SRI ASHOK KUMAR. & others

IN FAVOUR OF

M/S. PACE INFRA TECH (P) LTD.

For Azaazi No. 1353 admeasuring 0.2050 Hec.(Part) & 1325Min. admeasuring 0.0600 Hec. 2 (Two) in numbers total admeasuring 0.2650 Hec. or 2650 Sq. Meter situated at Village-Bara Sirohi, Kunpur Nagar. Total Stamp duty paid in this Builder Agreement :- Rs. 21,7,000/- (Rupees Twenty One Lacs Seventeen Thousand Only).

M&P
 ASJ
 For Pace Infratech Pvt. Ltd.
 Surendra Malviya
 Director

**OFFICE NAME : SUB-REGISTRAR, ZONE-IV,
KANPUR NAGAR.**

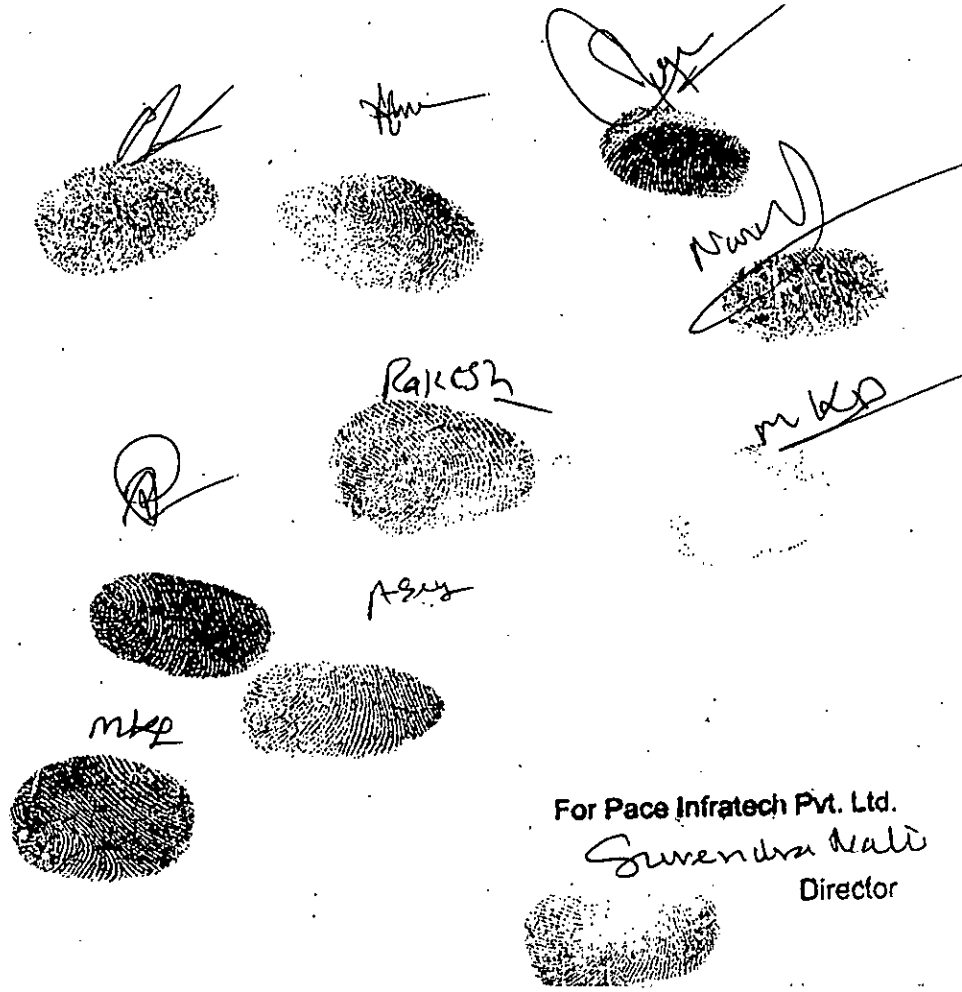
Date of Presentation : 11.01.2013

Date of Execution : 11.01.2013

Name of Presenter : **ASHOK KUMAR**, adult, son of Late Gaya Prasad, Resident of House No. 106, Bara Sirohi, I.I.T., Kanpur Nagar.

Nature of Document : **BUILDER AGREEMENT**

Name of Land Owners : **1. SRI ASHOK KUMAR**, adult, son of Late Gaya Prasad,
2. SRI ANIL KUMAR, adult, son of Late Gaya Prasad,

The block contains several handwritten signatures and fingerprints. At the top, there are three signatures: one on the left, one in the middle, and one on the right with a large flourish. Below these are three fingerprints. In the middle, there is a signature that reads "Rakesh" above a fingerprint. To the right, there is a signature that reads "m k s" above a fingerprint. Below that, there is a signature that reads "ASIS" above a fingerprint. At the bottom left, there is a signature that reads "mkp" above a fingerprint. At the bottom right, there is a signature that reads "Surenendra Nali" above a fingerprint, with the word "Director" printed below it. The text "For Pace Infratech Pvt. Ltd." is printed above the signature "Surenendra Nali".

For Pace Infratech Pvt. Ltd.

Surenendra Nali

Director

3. **SRI AJAY KUMAR**, adult, son of Late Gaya Prasad,

4. **SRI RAJESH DWIVEDI**, adult, son of Late Kanti Prasad,




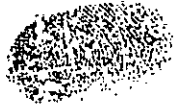





5. **SRI RAKESH DWIVEDI**, adult, son of Late Kanti Prasad,

6. **SRI MAHESH DWIVEDI**, adult, son of Late Kanti Prasad,

7. **SRI MUKESH DWIVEDI**, adult, son of Late Kanti Prasad,

8. **SRI NARESH DWIVEDI**, adult, son of Late Kanti Prasad,

9. **SRI AKHILESH DWIVEDI**, adult, son of Late Kanti Prasad,

AJ

Ashu

Gaya

Naresh

Rakesh

MSD

MMA


MSD


For Pace Infratech Pvt. Ltd.

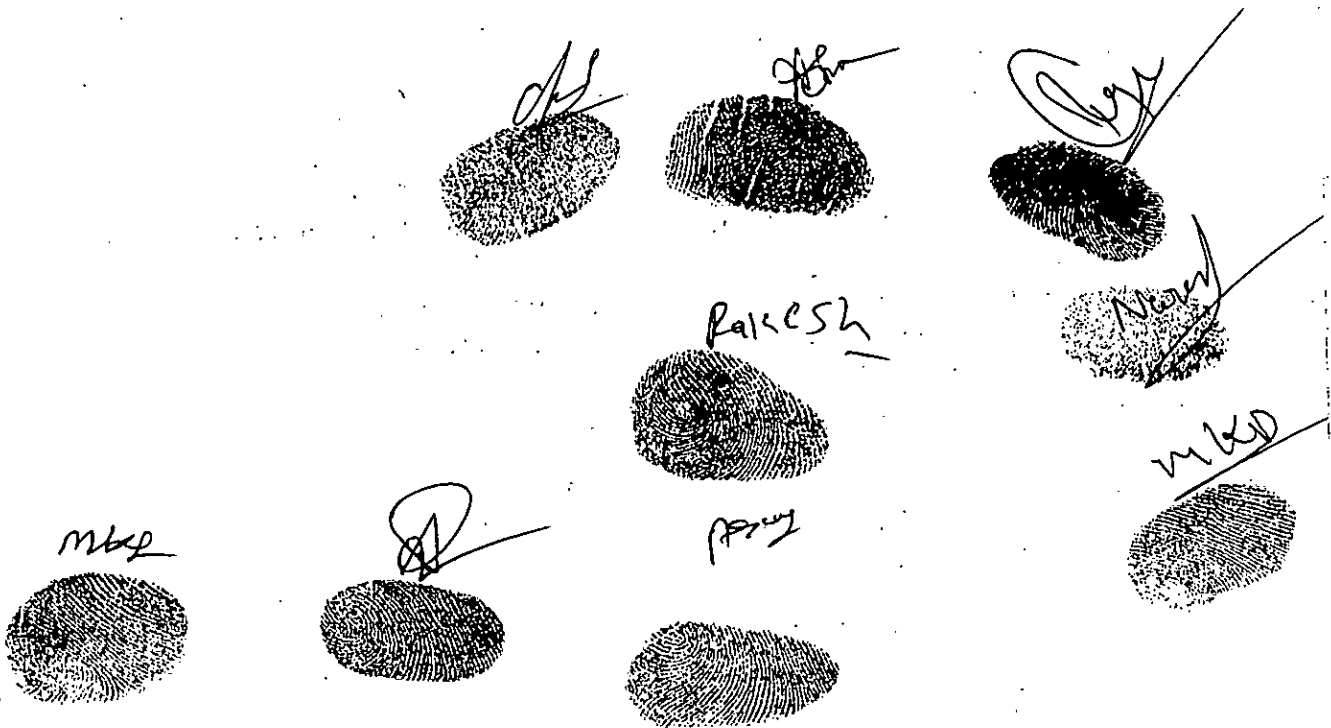
Suvenand Nalla

Director

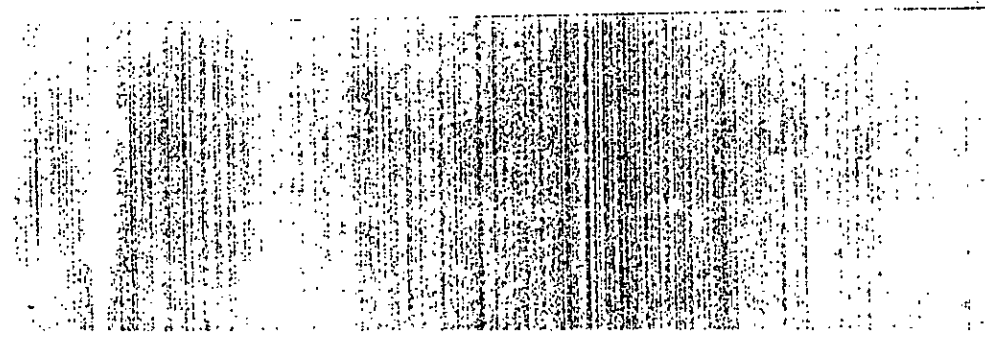

Owners/First Party shall have right to see whether the construction work is in progress or not and the Land Owners/First Party shall have also right to discuss their view regarding construction with the Builder/Second Party. A suitable Power of Attorney for carrying on construction work smoothly, participating in discussion with the concerned authorities and departments regarding the same; shall be executed by the Land Owners/First Party in favour of the Builder/Second Party or its Authorised representative, if required.

- 4. That the Builder/Second Party has paid Rs. 30,00,000/- (Rupees Thirty Lacs only) to the Land Owners/First Party as interest free advance in the manner given in the Schedule of Payment which shall be adjusted in the share of Land Owners/First Party upon the receipt of booking/sale proceeds of the SUBJECT PROPERTY.
- 5. That the Builder/Second Party shall get prepare the plan of construction through a qualified and reputed Architect in the name

mbp
AS
Rakesh
AP
MKD
MKD



For Pace Infratech Pvt. Ltd.
Sudendra Kumar
Director



expenses and the Land Owners/First Party shall co-operate in all respects and shall sign all the relevant papers in this regard and the Land Owners/First Party will also make personal appearance's before the concerned authorities to give their consent, if required.

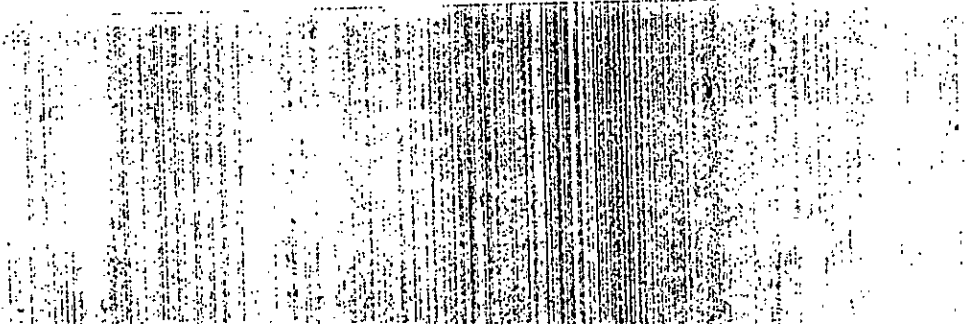
7. That however the Land Owners/First Party shall furnish all the documents power of attorneys, applications, affidavit, indemnity bond etc. and shall provide their full co-operation as and when required and shall also provide all requisite papers, documents, information etc. as may be required for the sanctioning the map/plan.
8. That the Land Owners/First Party have not encumbered/charged the SUBJECT PROPERTY. In case any loss is suffered by the Builder/Second Party or it is made to make any payment due to any defect in the title of the property, or charge etc., the Land Owners/First Party shall be bound to repay the same to the

[Handwritten signatures and fingerprints]


[Handwritten signatures: MKP, P, Rakesh, ASK, MKD]


[Handwritten signature: Suvendra Nalla]


For Pace Infotech Pvt. Ltd.
Suvendra Nalla
Director





10. That the Land Owners/First Party shall not be responsible for any incident or accident happening on the site of construction and the Builder/Second Party shall be solely responsible for all the acts and deeds done by it.
11. That the Builder/Second Party shall arrange its own funds with its resources.
12. That the Builder/Second Party shall complete the said project within 03 (Three) years from the date of sanction of Building Plan by KDA and if the said project is not completed within the aforesaid period of 3 years the Land Owners/First Party shall provide 6 months grace period to complete the said project. In case the work is stopped due to force majeure or natural calamity beyond the control of the Builder/Second Party, in that case such period shall be excluded from the stipulated period of completion of SUBJECT PROPERTY.


AS



AS



AS



REKESH



AS



AS


AS


AS



AS



MAD



For Panch Infratech Pvt. Ltd.
Surendera Nalla
Director






- 18. That the Builder/Second Party shall be the exclusive owner of the roof (top floor) of the building so constructed over the SUBJECT PROPERTY.
- 19. That the brokerage/commission on sale of SUBJECT PROPERTY shall be borne by both the parties of their respective share.
- 20. The dues, rent, taxes, cess, service tax and other related taxes of any government, authority or body or by whatever named it may be called shall be borne by the Land Owners/First Party & Builder/Second Party of their respective shares.
- 21. That the Builder/Second Party shall construct the SUBJECT PROPERTY as per sanctioned Building Plan and shall use maximum permissible FAR and shall have also right to purchase FAR and shall be liable to pay the amount of compounding if any.


dd



Y.S.



Prakash



AS-2


mtg


Prakash


Prakash


Prakash


Prakash


For Pace Intratech Pvt. Ltd.

Surinder Nanda
Director

- 22. That the Land Owners/First Party shall not cause any disturbance on the site in construction work in any manner what so ever.
- 23. That the Land Owners/First Party shall sign as land owners and the Builder/Second Party shall sign as construction owner in the Agreements, Sale Deeds, Lease Deeds and other related documents which shall be executed in favour of prospective purchaser/s and/or transferee/s as needed.
- 24. The parties to this Builder Agreement shall indemnify to keep each other harmless.
- 25. That this Builder Agreement has been entered into by the parties hereto on principal to principal basis and it shall not be treated as a Partnership Agreement or as Association of the Persons.

Handwritten signatures and fingerprints:

- Top row: Three sets of handwritten signatures and fingerprints.
- Middle row: Three sets of handwritten signatures and fingerprints.
- Bottom row: Three sets of handwritten signatures and fingerprints.

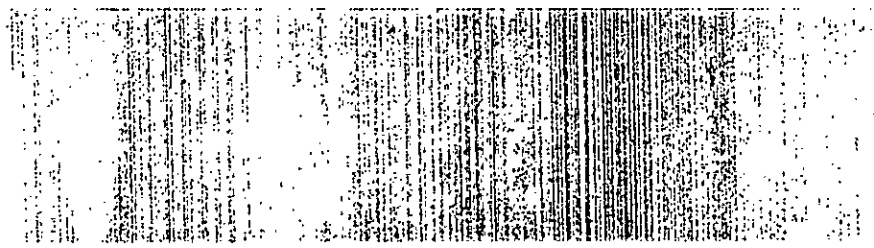
For Pace Infratech Pvt. Ltd.
Subandra Nello
Director

- 26. That if any dispute arise between the Land Owners/First Party and Builder/Second Party the same shall be firstly try to solve mutually and if they failed to do so the Land Owners/First Party and Builder/Second Party the same shall be referred to the arbitration in terms of the provisions of Arbitration and Conciliation Act, 1996 to the Sole Arbitrator whose decision shall be binding not only upon the parties to this Builder Agreement but also on their respective heirs, successors, directors, administrators, partners, attorney etc.
- 27. That the terms and conditions of this Builder Agreement may not be altered, changed and added except with mutual consent of the Land Owners/First Party and Builder/Second Party in writing, if any further terms and conditions are settled between the Land Owners/First Party and Builder/Second Party the same shall be read as part of this Builder Agreement and shall be binding upon the parties.

[Handwritten signatures and fingerprints]

[Handwritten signatures: Rakesh, AS, M, M, M, M, M]

For Pace Infratech (Pvt. Ltd.)
[Handwritten signature: Juvendra Kulkarni]
Director



- 28. That the Multi-storied Building Complex shall be named **GAYA SHREE APARTMENT** and it shall not be changed or modified at any point of time.
- 29. That the entire expense for execution and registration of this Builder agreement being solely borne by Builder/Second Party.

IN WITNESS WHEREOF the parties to this Builder Agreement with their respective free-will without any undue influence or coercion after taking due advice from their well wishers and advisors and after reading and understanding the terms and condition written hereinabove have executed this Builder Agreement in the presence of witnesses on the day, month and year first above written.

SCHEDULE OF PAYMENT

Rs. 6,25,000/- Received vide cheque No. 499805 dated 11.01.2013

Rs. 6,25,000/- Received vide cheque No. 499806 dated 11.01.2013

[Handwritten signatures and fingerprints of multiple parties]

For Pace Infratech Pvt. Ltd.
[Signature]
Director

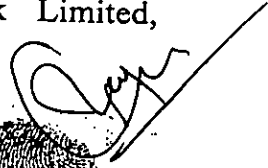

- Rs. 6,25,000/- Received vide cheque No. 499807 dated 13.01.2013
- Rs. 6,25,000/- Received vide cheque No. 499808 dated 11.01.2013
- Rs. 1,00,000/- Received vide cheque No. 499809 dated 11.01.2013
- Rs. 1,00,000/- Received vide cheque No. 499810 dated 11.01.2013
- Rs. 1,00,000/- Received vide cheque No. 499811 dated 11.01.2013
- Rs. 1,00,000/- Received vide cheque No. 499813 dated 11.01.2013
- Rs. 1,00,000/- Received vide cheque No. 499814 dated 11.01.2013

All cheques drawn on The Federal Bank Limited,
The Mall, Kanpur.

Rs. 30,00,000/- Total

PAN Nos. of Land Owners are bellow :-



- 1. AFQPD7367A
- 2. CIRPK3520Q

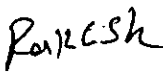













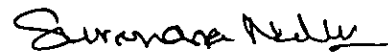


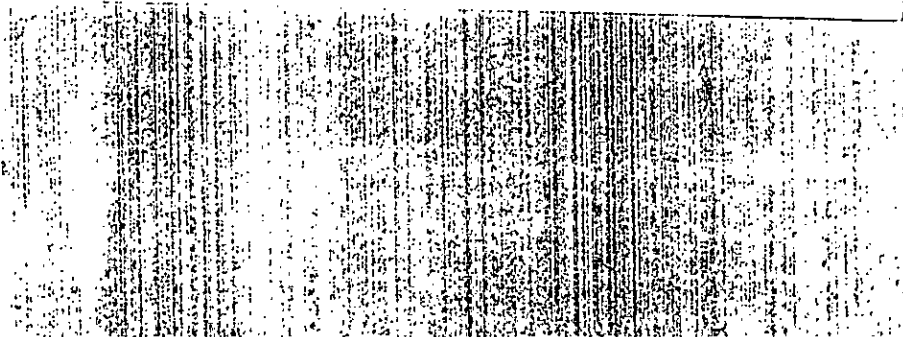







For Pace Infotech Pvt. Ltd.


Director



- 3. AXGPA4163P
- 4. AFZPD6868F
- 5. AZDPD9418R
- 6. NIL
- 7. AGYPD7570N
- 8.
- 9. AJEPD3580B

MUP Pankaj



PAN Nos. of Builder Company is bellow :-

AAGCP9099R

WITNESSES :-

1-

82h Swhe'
 Vibendra Singh Tomar
 S/o Shri Gambhir Singh
 R/o 133/178 Transport
 Nagar Kanpur Nagar.



FIRST PARTY/LAND OWNERS



Nandu

2-

Ankit Divadi
 S/o Ashok Kumar Divadi
 R/o 27B Bansa
 Sidhvi IIT Kanpur
 Nagar



SECOND PARTY/BUILDER

For Pace Infratech Pvt. Ltd.

Surendra Nath
 Director

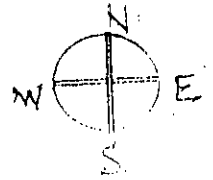


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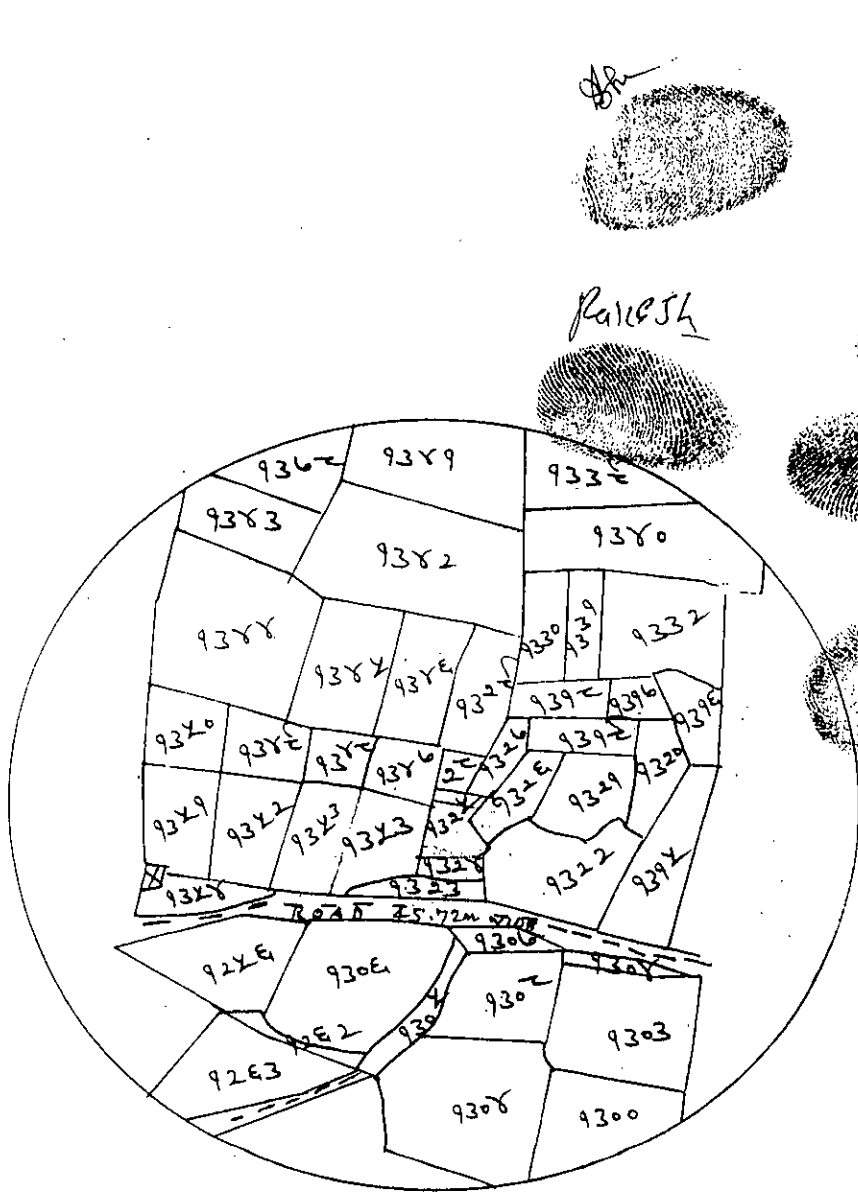
Shyam Ji Rastogi

SHYAM JI RASTOGI, Advocate
 Chamber No. 15/192 old, New 15/1072
 Civil Court Compound, Kanpur Nagar.
 Mob. No. 9839085763

SITE PLAN OF OPEN LAND SITUATED AT
 PART OF ARAZI NO. 1353 & 1325 AT
 MAUJA BARASIROHI PARGANA-TEHSIL
 & DISTRICT KANPUR NAGAR;



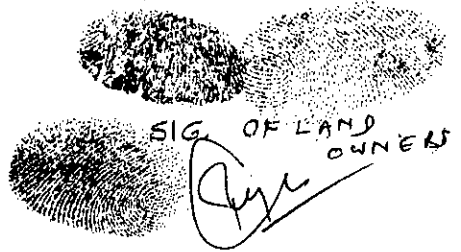
AREA OF ARAZI NO. 1325 = 600.00 S. MIRS.
 AREA OF ARAZI NO. 1353 = 2050.00 S. MIRS.



M. K. D.

M. K. D.

Rakesh



SIG. OF LAND OWNERS

M. K. D.

M. K. D.

M. K. D.

SIG. OF BUILDER

Surendra Nath

Architectural Dept.
 107-C, Mahatma Vihar
 Kanpur, U.P.