

1466 LK

भारतीय गैर न्यायिक INDIA NON JUDICIAL

भारत

रु.
25000
पच्चीस हजार रुपये



RS. 25000
FEB 2013
TENTY FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

C 865722



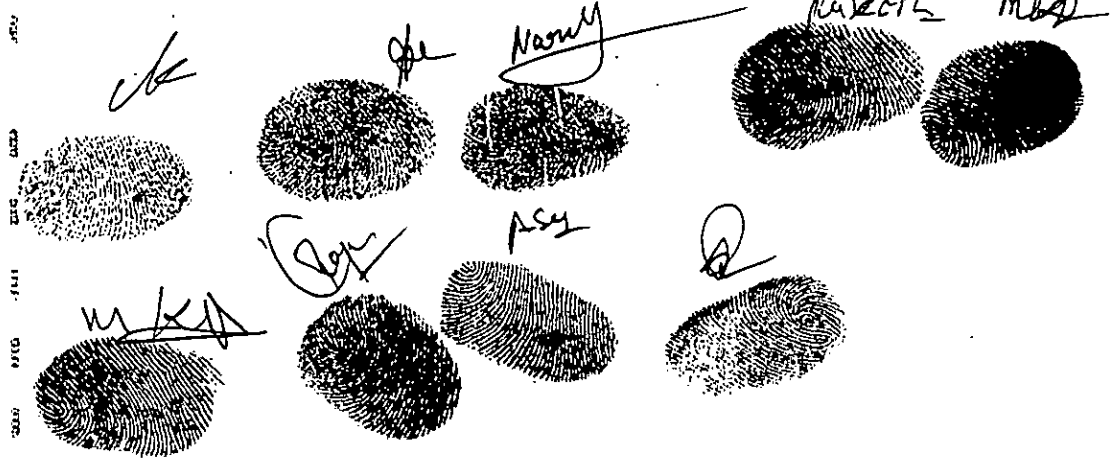
SHYAM JI RASTOGI
ADVOCATE

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

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

For Arazi No. 1353 admeasuring 0.0704 Hec.(Part), 1548 admeasuring 0.0920 Hec. & 1345 admeasuring 0.2970 Hec., 3 (Three) in numbers total admeasuring 0.4594 Hec. or 4594 Sq. Meter situated at Village-Bara Sirohi, Kanpur Nagar. Total Stamp duty paid in this Builder Agreement:-

Rs. 17,12,000/- (Rupees Seventeen Lacs Twelve Thousand Only).



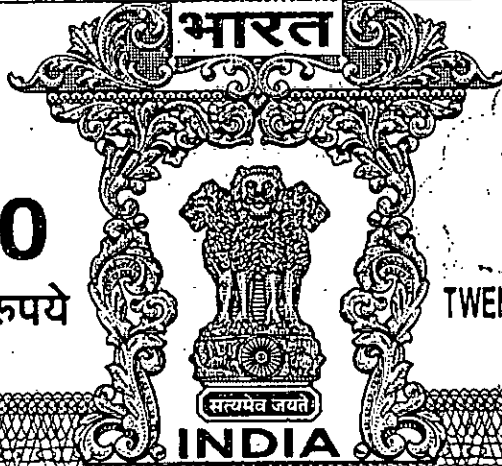
For Pace Infratech Pvt. Ltd.



Director

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹. 25000
पच्चीस हजार रुपये

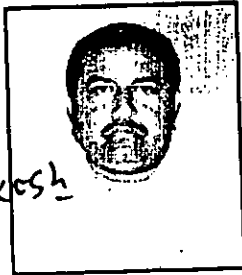


RS. 25000
TWENTY FIVE THOUSAND RUPEES

25 FEB 2013
KANPUR

उत्तर प्रदेश UTTAR PRADESH

C 865723



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IN FAVOUR OF
M/S. PACE INFRA TECH (P) LTD.

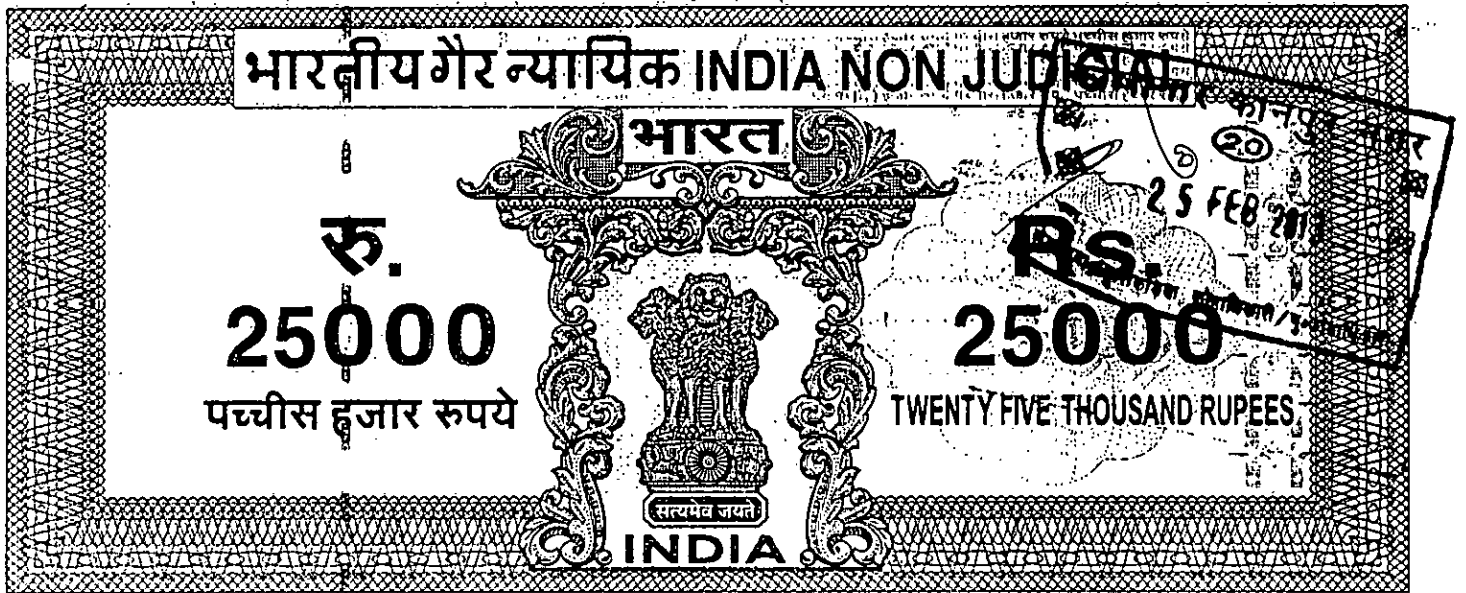
For Arazi No. 1353 admeasuring 0.0704 Hec.(Part), 1348 admeasuring 0.0920 Hec. & 1345 admeasuring 0.2970 Hec., 3 (Three) in numbers total admeasuring 0.4594 Hec. or 4594 Sq. Meter situated at Village-Bara Sirohi, Kanpur Nagar. Total Stamp duty paid in this Builder Agreement:-

Rs. 17,12,000/- (Rupees Seventeen Lacs Twelve Thousand Only).

Handwritten signatures and fingerprints: 'AK', 'Naraj', 'Rakesh', 'M.P.D.', 'ASS', 'M.P.D.', 'Director'.

For Pace Infratech Pvt. Ltd.

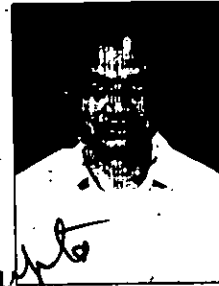
Director



उत्तर प्रदेश UTTAR PRADESH

C 865724

3



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

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

For Arazi No. 1353 admeasuring 0.0704 Hec.(Part), 1348 admeasuring 0.0920 Hec. & 1345 admeasuring 0.2970 Hec., 3 (Three) in numbers total admeasuring 0.4594 Hec. or 4594 Sq. Meter situated at Village-Bara Sirohi, Kanpur Nagar. Total Stamp duty paid in this Builder Agreement:-

Rs. 17,12,000/- (Rupees Seventeen Lacs Twelve Thousand Only).

Handwritten signatures and fingerprints: 'ck', 'Shr', 'Navy', 'Rakesh mbd', 'M. K. D.', 'ASG', and a signature 'D'.

For Pace Infratech Pvt. Ltd.

Director

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

Date of Presentation :

Date of Execution : 28.02.2013

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**

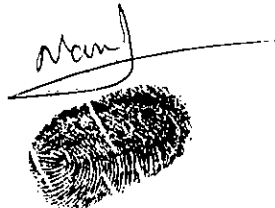
Name of Land Owners : **1. SRI ASHOK KUMAR**, adult, son of Late Gaya Prasad,
2. SRI ANIL KUMAR, adult, son of Late Gaya Prasad,
3. SRI AJAY KUMAR, adult, son of Late Gaya Prasad,



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ASHOK



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ANIL



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ASHOK



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ANIL

For Pace Infratech Pvt. Ltd.



Am

Director

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,


All Resident of House No. 106, Bara Sirohi, I.I.T, Kanpur Nagar.


AND


Name of Builder : M/S. PACE INFRATECH (P) LTD.,
duly incorporated under the Companies


AS

AS


AK



Naresh




MD


MP


MP


M/KD


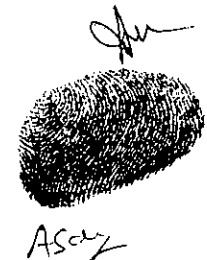

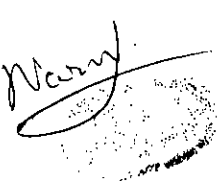

Rakesh






For Pace infratech Pvt. Ltd.

Director




Act, having its registered Office at 638G, Safipur, Harjender Nagar, Kanpur Nagar through its **Director-SRI PAWAN KUMAR GUPTA**, adult, son of Late D.N. Gupta, Resident of 638G, Safipur, Harjinder Nagar, Kanpur Nagar.

DESCRIPTION OF PROPERTY

1. Place : Village-Bara Sirohi, Kanpur Nagar.
2. Plot/Arazi Number & area : 1353 admeasuring 0.0704 Hec.(Part)
1348 admeasuring 0.0920 Hec.
1345 admeasuring 0.2970 Hec.
3 in numbers total admeasuring 0.4594 Hec. or 4594 Sq. Meter.
3. Total agreed area : 4594 Sq. Meter
4. Nature of Use : Residential.

For Pace Infratech Pvt. Ltd.


 Director

5. Width of Road : 9.14 Meter wide Road.

7. BOUNDARIES OF THE PROPERTY

North : Arazi No. 1342 & 9.14 Meter wide road
 South : Arazi No. 1353 (Part)
 East : Arazi Nos. 1353 (Part), 1347 & 1346
 West : Arazi Nos. 1352, 1349 & 1344

DETAILS OF STAMP DUTY PAID

1. Circle Rate of land
Up to 2000 Sq. Meters : Rs. 6,000 /- Per Sq. Meter
2. Circle Rate of land from
2001 Sq. Meters to
5000 Sq. Meters : Rs. 4,800 /- Per Sq. Meter
3. Value of Land
Up to 2000 Sq. Meters : Rs. 1,20,00,000/-



Asay



Asay



Rajesh



ck



mbp



Naray



M/KP



D

For Pace Infratech Pvt. Ltd.

Director

4. Value of Land from 2001 Sq. Meters to 4594 Sq. Meters i.e. 2594 Sq. Meters : Rs. 1,24,51,200/-
5. Total Value of land : Rs. 2,44,51,200/-
6. Stamp duty payable : Rs. 17,11,640/-
7. Total Stamp Paid : Rs. 17,12,000/-

Note : There is neither two side road nor park facing the property.

THIS BUILDER AGREEMENT MADE AND EXECUTED AT KANPUR NAGAR.

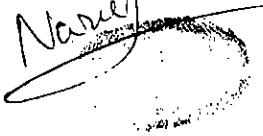
BETWEEN


1. SRI ASHOK KUMAR, adult, son of Late Gaya Prasad, 2. SRI ANIL KUMAR, adult, son of Late Gaya Prasad, 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

AK


Asay

AK


Narej


AD




M/S



M/KP




Rajesh

Rajesh

For Pace Infratech Pvt. Ltd.



[Signature]
 Director

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, All Resident of House No. 106, Bara Sirohi, I.I.T, Kanpur Nagar.;

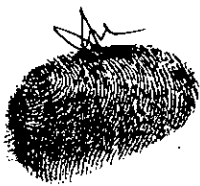
.....First Party/Land Owner

AND

M/S. PACE INFRATECH (P) LTD., duly incorporated under the Companies Act, having its registered Office at 638G, Safipur, Harjender Nagar, Kanpur Nagar through its Director-SRI PAWAN KUMAR GUPTA, adult, son of Late D.N. Gupta, Resident of 638G, Safipur, Harjinder Nagar, Kanpur Nagar; duly authorised by the Resolution dated 22.02.2013 passed by the Board of Directors of the said Company.

.....Second Party/Builder

(The First Party/Land Owner and the Second Party/Builder shall mean and include their successors, successors-in-interest, representatives, attorney, administrators, directors, executors and assignees etc.).



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MBP

Naresh



M. K. P.



Rakshita




For Pace Infratech Pvt. Ltd.





Pawan
Director


WHEREAS the Land Owners/First Party are the Bhumidhar, sole and absolute owners and in proprietary possession of Arazi No. 1353 admeasuring 0.0704 Hec.(Part), 1348 admeasuring 0.0920 Hec. & 1345 admeasuring 0.2970 Hec., 3 (Three) in numbers total admeasuring 0.4594 Hec. or 4594 Sq. Meter situated at Village-Bara Sirohi, Kanpur Nagar more particularly detailed and bounded as aforesaid and also shown and delineated in the map annexed herewith. The names of Land Owners/First Party are recorded as bhumidhar with transferable rights in the revenue records and are exercising there exclusive right as owner thereof and no one else has any right, title or interest over it.




AND WHEREAS the aforesaid property is free from all sorts of encumbrances, charges, attachments, sale or any prior agreement to sell and the Land Owner/First Party have not been restrained by any order of any Court of Law from alienating, transferring, assigning the ownership rights in whole or any part thereof and Land Owner/First Party have legal, valid and subsisting right over the said property.


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ASAG


ck

MKP

Namj

MKP



ck




ck

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RAJESH





For Pace Infotech Pvt. Ltd.


Director

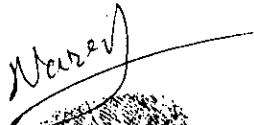

AND WHEREAS the Land Owners/First Party have decided to construct Multi-storied Building Complex over the aforesaid land but due to lack of experience and other things they are unable to fulfill their desire themselves. Therefore, Land Owners/First Party approached to the Builder/Second Party, which is a builder company having vast experience and reputation in constructions of Multi-storied Building Complex.

AND WHEREAS the Builder/Second Party is agreed and ready to construct the Multi-storied Building Complex on the said land.

AND WHEREAS the terms of this Builder Agreement have been settled orally between the parties, but to avoid any future complications and misunderstandings the parties to this Builder Agreement think it proper and expedient to reduce the terms and conditions in writing.



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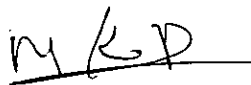








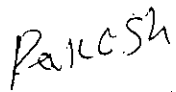













For Pace Infratech Pvt. Ltd.




Director

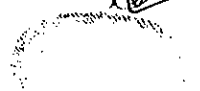
THEREFORE THIS BUILDER AGREEMENT WITNESSETH AS UNDER :-

1. That the subject matter of this Builder Agreement is Arazi No. 1353 admeasuring 0.0704 Hec.(Part), 1348 admeasuring 0.0920 Hec. & 1345 admeasuring 0.2970 Hec., 3 (Three) in numbers total admeasuring 0.4594 Hec. or 4594 Sq. Meter situated at Village-Bara Sirohi, Kanpur Nagar more particularly detailed, discribed and bounded as aforesaid and also shown and delineated in the map annexed herewith, hereinafter referred to as the "**SUBJECT PROPERTY**".
2. That the Land Owners/First Party have assured regarding their title and possession over the **SUBJECT PROPERTY**, is absolute and marketable in all respect and this assurance is accepted by the Builder/Second Party and is the basis of this Builder Agreement.
3. That the Land Owners/First Party has delivered the actual vacant and physical possession of the **SUBJECT PROPERTY** alongwith


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For Pace Infratech Pvt. Ltd.




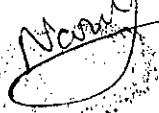


Director





the execution of this Builder Agreement. The Builder/Second Party shall have the right to use and occupy the SUBJECT PROPERTY without any interference from the side of the Land Owners/First Party for raising covenanted construction. However the Land 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. 35,00,000/- (Rupees Thirty Five 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.

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CB

MBP

Mary

SD



Chayn

M/CP



REKESH


For Pace Infratech Pvt. Ltd.


Director





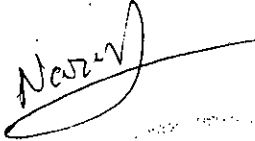
5. That the Builder/Second Party shall get prepare the plan of construction through a qualified and reputed Architect in the name of Land Owners/First Party and shall submit the same to the Kanpur Development Authority (KDA) for sanction and shall obtain sanction from KDA. The Builder/Second Party shall also be liable to pay the Betterment charges and other required fees, cost and charges to the KDA for sanction the plan 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.



6. That the Builder/Second Party shall obtain No Objection Certificate/Permission(s) as and when required from the concerned departments i.e. Kanpur Development Authority, Kanpur Nagar Nigam, Kanpur Jal Sansthan, Kesto, Ground Water Resources Department, Fire Department, Department of environment and Forest, Financial Institutions etc. as may be required for construction of the SUBJECT PROPERTY at its own cost and expenses and the Land Owners/First Party shall co-operate in all



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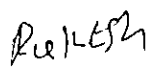





















For Pace Infratech Pvt. Ltd.


Director

Party shall have every right to retain it with it to use, occupy and sell the same in any manner as absolute owner thereof.

15. That the Builder/Second Party shall have right to book/allot/sale/transfer the flats/units of the building to the prospective purchaser/s and/or transferee/s and to receive the earnest money/sale consideration except 16,710 Sq. Feet or 1552.36 Sq. Meter within Multi-storied Building Complex alongwith undivided share in land including entire parking, transformer, generator & maintenance charges and with right of enjoyment of all common amenities and facilities etc. so constructed over the SUBJECT PROPERTY including to execute the sale deed.


16. That the Land Owners/First Party shall have right to book/allot for sale/transfer the flats/units of the building to the prospective purchaser/s and/or transferee/s and to receive the earnest money/sale consideration for 16,710 Sq. Feet or 1552.36 Sq. Meter within Multi-storied Building Complex alongwith undivided share


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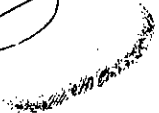
For Pace Infratech Pvt. Ltd.



[Signature]
Director


- 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.
- 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


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Rakesh




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For Peace Insurance Pvt. Ltd.

[Signature]
Director

as part of this Builder Agreement and shall be binding upon the parties.

- 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.

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mbp

namj

Rakesh



[Signature]


[Signature]


[Signature]

[Signature]


[Signature]


For Pace Infratech Pvt. Ltd.

[Signature]
Director


SCHEDULE OF PAYMENT

Rs. 8,75,000/- Received vide Cheque No. 194748 dated 27.02.2013

Rs. 8,75,000/- Received vide Cheque No. 194749 dated 27.02.2013

Rs. 8,75,000/- Received vide Cheque No. 194750 dated 27.02.2013

Rs. 1,45,000/- Received vide Cheque No. 194751 dated 27.02.2013

Rs. 1,45,000/- Received vide Cheque No. 194752 dated 27.02.2013

Rs. 1,45,000/- Received vide Cheque No. 194753 dated 27.02.2013



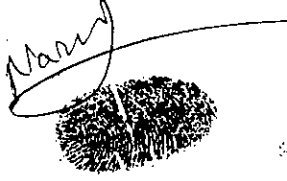
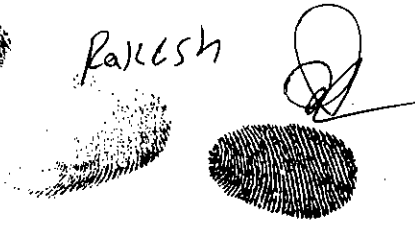
Rs. 1,45,000/- Received vide Cheque No. 194754 dated 27.02.2013



Rs. 1,45,000/- Received vide Cheque No. 194755 dated 27.02.2013

Rs. 1,50,000/- Received vide Cheque No. 194756 dated 27.02.2013

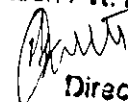
All cheques drawn on The Federal Bank Limited,
The Mall, Kanpur.

Rs. 35,00,000/- Total

For Infratech Pvt. Ltd.


Director

PAN Nos. of Land Owners are bellow :-

1. AFQPD7367A
2. CIRPK3520Q
3. AXGPA4163P
4. AFZPD6868F
5. AZDPD9418R
6. NIL
7. AGYPD7570N
8. ~~NIL~~ AFZPD6178E
9. AJEPD3580B



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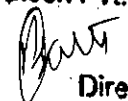
Rakesh



MAD



For Pace Infotech Pvt. Ltd.



Director







PAN Nos. of Builder Company is bellow :-

AAGCP9099R

WITNESSES :-



1- 

Ankit Dwivedi S/O Anshu K -
dwivedi, 27-B, Baranitohi
IIT Kanpur




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FIRST PARTY/LAND OWNER

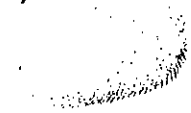




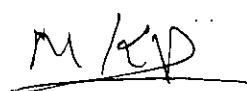
M/S



Rakesh


2- 

Ramesh Singh Maso
Associate



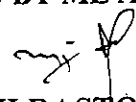




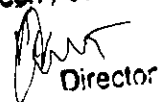


SECOND PARTY/BUILDER

DRAFTED BY ME AND PRINT IN MY OFFICE.

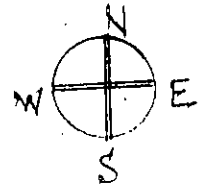

SHYAM JI RASTOGI, Advocate
Chamber No. 15/192 old, New 15/1072
Civil Court Compound, Kanpur Nagar.
Mob. No. 9839085763

For Pace Infratech Pvt. Ltd.

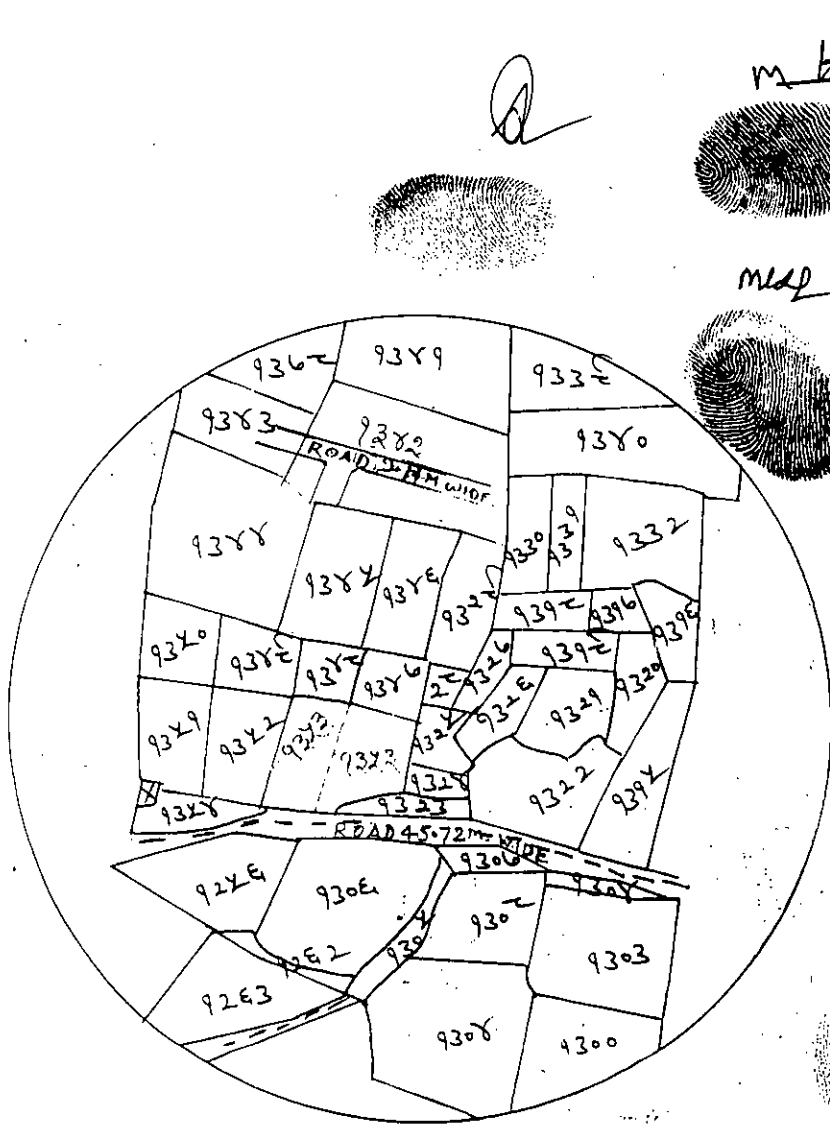

Director



SITE PLAN OF OPEN LAND SITUATED AT
 PART OF ARAZI NOS. 1353(PART) 1348 & 1345
 MAUJA BARASIROHI PARGANA-TEHSIL
 & DISTRICT KANPUR NAGAR;



AREA OF ARAZI NO. 1353(PART) 0.0704 HECTARE = 704.00 Sq. MTRS.
 AREA OF ARAZI NO. 1348 - 0.0920 HECTARE = 920.00 Sq. MTRS.
 AREA OF ARAZI NO. 1345 - 0.2970 HECTARE = 2970.00 Sq. MTRS.
 TOTAL - 0.4594 HECTARE = 4594.00 Sq. MTRS.



[Handwritten signature]
 m k D
 m d d
 SIG. OF FIRST PARTY LANDOWNER
 Rakesh
 Aes
 Pgs

SIG. OF SECOND PARTY BUILDER
 For i:ace Infratech Pvt. Ltd.
 Director

[Handwritten signature]
 M. S. Ramesh
 Sr. Executive Asst.
 107-C, Mangla Vihar
 New F. A. C. Line
 Kanpur District