प्रस्तुर्वकर्ता अधवा प्रार्थी द्वारा रखा जाने वाला

उपनिचलक करन्यना प्रमानराम् ZH 2022024017787

भावत्त्व - भाग २0220089**20**12623

लेख का प्रा*रं* । क्यान्त करने का दिनाँव 2022-09-07 00 12:00

प्रन्तुत्रभक्तं या पार्थं का नाम - द्रिमांशू केसरवानी

नेख का प्रकार विक्रय अनुबंध विलेख

प्रतिपत्न की धनराजि 158698000 / 158698000.00

1 रजिस्टीकरण शुल्क

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2 प्रतिरिधिकरण शुल्क

निरीक्षण या तलाश शुल्कः

4 . मुख्तार के अधिप्रमाणी करण निए शुल्क

5 - कमीशन शुल्क

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7 . यात्रिक भना

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1 में 6 तक का योग शुल्क वसूल करने का दिनांक

2022-09-07 00:00:00

दिनोंक जब लेख प्रतिनिधि या तलाश

प्रमाण पञ्चाप्स करमें के लिए तैयार होगा 2022-09-07 00:00:00

https://igrsup.gov.in/igrsup/getPaymentRecieptDirectSlipGeneration



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Government of Uttar Pradesh

e-Stamp

ACC Code-UP141448

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-UP87365508175082U
- 06-Sep-2022 11:32 AM
- NEWIMPACC (SV)/ up14148904/ PRAYAGRAJ SADAR/ UP-AHD
- SUBIN-UPUP1414890466444320257130U
- HK INFRAZONE PVT LTD DIRECTOR HEMANT KUMAR SINDHI
- Article 5 Agreement or Memorandum of an agreement
- ARAZI NO.18 MIN AND PART OF ARAZI NO.145 TOTAL AREA16000 SQMtr VILLAGE DHANUHA KARCHHANA PRAYAGRAJ
- HIMANSHU KESARWANI AND OTHERS
- HK INFRAZONE PVT LTD DIRECTOR HEMANT KUMAR SINDHI
- HK INFRAZONE PVT LTD DIRECTOR HEMANT KUMAR SINDHI
- 1,11,09,000

(One Crore Eleven Lakh Nine Thousand only)

खत्यमव जयत

Please write or type below this line



S.R. Karchana

IN-UP87365508175032

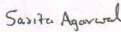














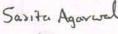














Ruchi Keshewani

For HK INFRAZONE (P.)

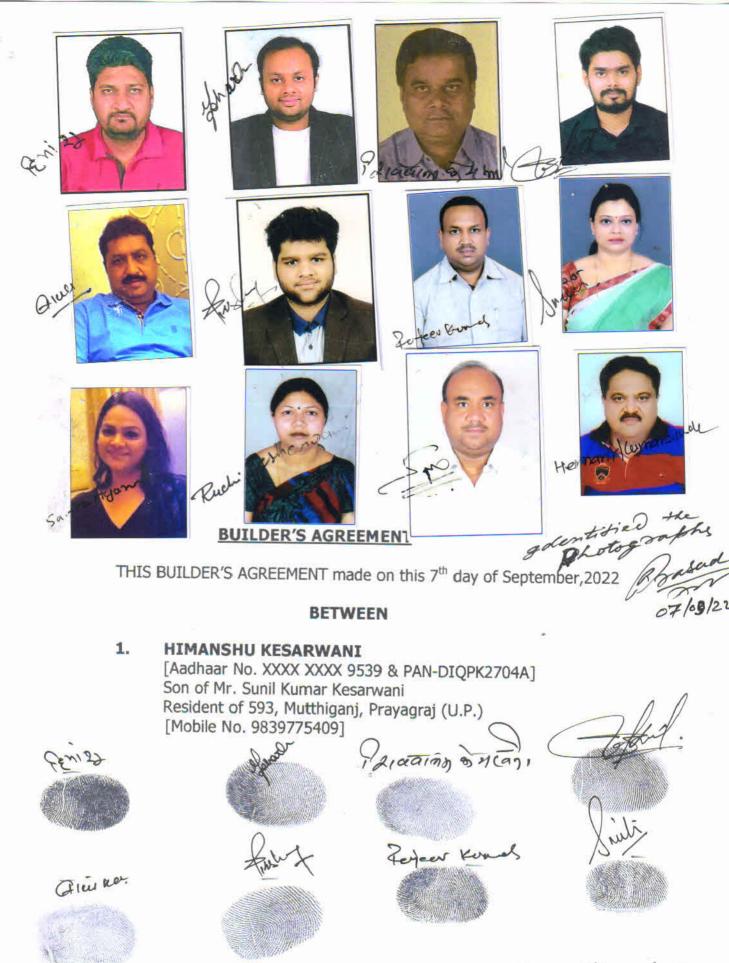
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- 3. In case of any discrepancy please inform the Competent Authority





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2. YASHARTH KESARWANI

> [Aadhaar No. XXXX XXXX 0516 & PAN-BOLPK6200A] Son of Mr. Dinesh Kesarwani Resident of 326/167/20/1, Bai Ka Bagh, Prayagraj (U.P.) [Mobile No. 6387074979]

3. SHIV BALAK KESARWANI

[Aadhaar No. XXXX XXXX 8496 & PAN-AMYPK2001R] Son of Late Lullur Prasad Kesarwani Resident of 326/167, Bai Ka Bagh, Prayagraj (U.P.) [Mobile No. 7974436510]

4. **BAL KRISHNA KESARWANI**

> [Aadhaar No. XXXX XXXX 4299 & PAN-CLYPK2669A] Son of Mr. Shiv Balak Kesarwani Resident of 326/167, Bai Ka Bagh, Prayagraj (U.P.) [Mobile No. 8853731111]

5. ATUL KUMAR AGARWAL

[Aadhaar No. XXXX XXXX 5823 & PAN-ABNPA7471P] Son of Mr. Bhagwan Agarwal

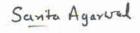
6. AKSHAY AGARWAL

> [Aadhaar No. XXXX XXXX 2569 & PAN-BXAPA4679R] Son of Mr. Atul Kumar Agarwal Both residents of 504/16/12, Elgin Road, 'VINAYAK GRAND'; Prayagraj (U.P.) [Mobile No. 9580795415]

7. **RAJEEV KUMAR**

[Aadhaar No. XXXX XXXX 7385 & PAN-ALMPK6641E] Son of Mr. Subhash Chandra Kesarwani















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8. SMT. SMITA KESARWANI

[Aadhaar No. XXXX XXXX 2910 & PAN-AQRPK7627C] Wife of Mr. Rajeev Kumar Both residents of 271, Mutthiganj, Prayagraj. [Mobile No. 9415131433]

9. SMT. SARITA AGARWAL

[Aadhaar No. XXXX XXXX 8838 & PAN-AFGPA5152A] Wife of Sri Atul Kumar Agarwal Resident of 504/16/12, Elgin Road, 'VINAYAK GRAND'; Prayagraj (U.P.) [Mobile No. 9415344701]

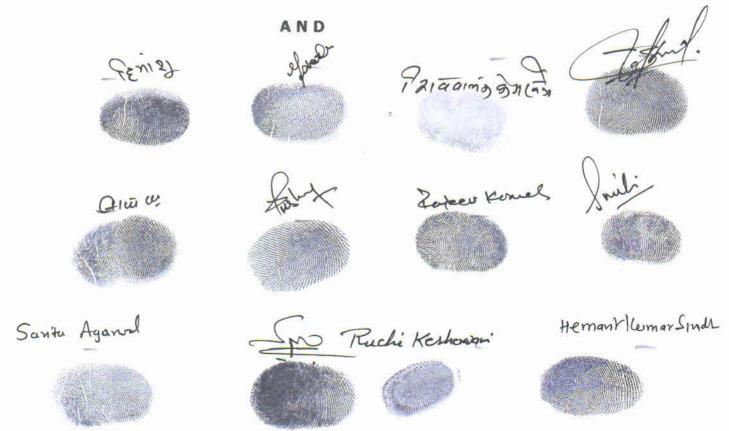
10. SANJEEV KUMAR

[Aadhaar No. XXXX XXXX 6250 & PAN-ALMPK6642H] Son of Mr. Subhash Chandra Kesarwani

11. SMT. RUCHI KESARWANI

[Aadhaar No. XXXX XXXX 3314 & PAN-AKIPK9600L] Wife of Mr. Sanjeev Kumar Both residents of 271, Mutthiganj, Prayagraj. [Mobile No. 9415217801]

(Hereinafter collectively called "THE OWNERS/ FIRST PARTY"); which term shall always mean and include their heir(s), legal representative(s), Successor(s), executors and assignee(s); unless expressly excluded.

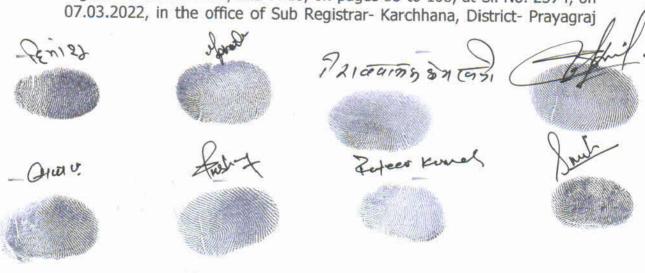


HK INFRAZONE (PVT.) LIMITED [CIN- U70102UP2012PTC050473 & PAN-AACCH9169E];

a duly incorporated company under the Provisions of Companies Act, 2013; having its Registered Office at: 17, Industrial Colony, Naini, Allahabad Through its Director Shri Hemant Kumar Sindhi (Aadhaar No.XXXX XXXX 0141) Son of Late Jamuna Das, Resident of 17, Industrial Colony, Naini, Prayagraj. (Mobile No. 9415214404)

(Hereinafter referred to be as the **'THE BUILDER SECOND PARTY'**); which term, shall always mean and include its successor(s), legal representative(s), executor(s) and assignee(s); unless expressly excluded.

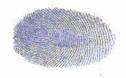
WHEREAS Himanshu Kesarwani & Yasharth Kesarwani of the Owners/ First Party purchased open land part of Arazi No.18(Minjumla), Area- 993 Sq. Meters; out of total Area- 9930 Sq. Meters; situated in Village- Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj from its previous owner M/s Prism Cement Limited (Now Prism Johnson Limited); having its registered office at: 305, Laxmi Niwas Apartment, Ameer Pet, Hyderabad-500016; Head Office Plot No.8E, Main Avenue, Vallabh Bhai Patel Marg, Santa Cruz (West), Mumbai and Distributor Office at Tagore Town, Prayagraj through its authorized signatory Mr. Supriyo Banerjee S/o Mr. Madan Mohan Banerjee Resident of 35/14, J.L. Nehru Road (Near Sachan Nursing Home), George Town, Prayagraj (by Board Resolution dated 15th January,2022) vide sale deed dated 06.03.2022, registered in Bahi No.1, Zild-7718, on pages 85 to 108, at Sl. No. 2374, on 07.03.2022, in the office of Sub Registrar- Karchhana, District- Prayagraj



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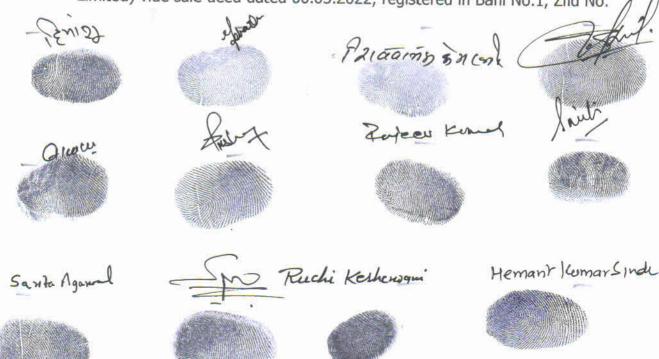


alongwith Supplementary Deed dated 18.08.2022, registered in Bahi No.1, Zild No. 7956, in pages 97 to 118, at Sl. No.9473 on 18.08.2022 in the office of Sub Registrar- Karchhana, Prayagraj and since then they are exclusive owners in possession of the said land. Their names are also recorded in the relevant revenue record over the aforesaid Arazi.

Similarly the aforesaid Himanshu Kesarwani and Yasharth Kesarwani of the Owners/ First Party also purchased part of Arazi No. 145, Area- 924.2 Sq. Meters; out of total Area- 9242 Sq. Meters; situated in village- Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj from its previous owner aforesaid Company M/s Prism Cement Limited (Now Prism Johnson Limited) vide sale deed dated 28.03.2022 registered in Bahi No.1, Zild No. 7747, on pages 383 to 408, at Sl. No. 3224 on 29.03.2022, in the Office of Sub Registgrar- Karchhana, District- Prayagraj alongwith Correction Deed dated 31.08.2022, registered in Bahi No.1, Zild No. 7980, in pages 389 to 408, at Sl. No. 10157, on 31.08.2022 in the office of Sub Registrar- Karchhana, Prayagraj and since then they are exclusive owners in possession of the said land. Their names are also recorded in the relevant revenue records over the aforesaid Arazi.

AND THUS the aforesaid Himanshu Kesarwani and Yasharth Kesarwani of the Owners/ First Party are exclusive owners of part of Arazi No. 18(Minjumla), Area- 993 Sq. Meters and part of Arazi No. 145, Area-924.20 Sq. Meters; Both Araziyats situated in Village- Dhanuha, Pargana – Arail, Tehsil- Karchhana, District- Prayagraj.

AND WHEREAS Shiv Balak Kesarwani of the Owners/ First Party purchased open land part of Arazi No.18(Minjumla), Area- 1986 Sq. Meters; out of total Area- 9930 Sq Meters; situated in Village - Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj from its previous owner aforesaid Company M/s Prism Cement Limited (Now Prism Johnson Limited) vide sale deed dated 06.03.2022, registered in Bahi No.1, Zild No.

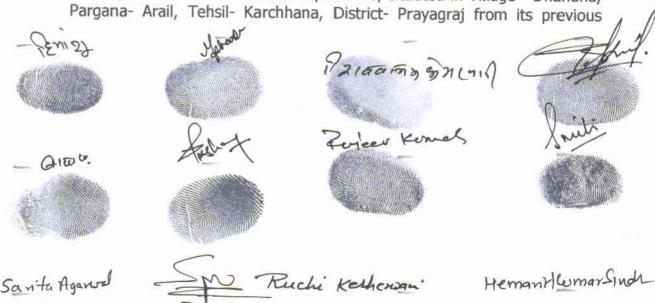


7718, on pages 109 to 130, at Sl. No. 2375 on 07.03.2022, in the office of Sub Registrar- Karchhana, District- Prayagraj alongwith Supplementary Deed dated 18.08.2022, registered in Bahi No.1, Zild No. 7956, in pages 77 to 96 at Sl. No. 9472 on 18.08.2022 in the office of Sub Registrar-Karchhana, Prayagraj and since then he is exclusive owner in possession of the said land and his name is also recorded in the relevant revenue record over the aforsaid Arazi.

Similarly the aforesaid Shiv Balak Kesarwani of the Owners/ First Party also purchased part of Arazi No. 145, Area- 1848.4 Sq. Meters; out of total Area- 9242 sq. Meters; situated in Village - Dhanuha, Pargana-Arail, Tehsil- Karchhana, District- Prayagraj from its previous owner aforesaid Company M/s Prism Cement Limited (Now Prism Johnson Limited) vide sale deed dated 28.03.2022, registered in Bahi No.1, Zild No. 7747, on pages 359 to 382, at Sl. No. 3223, on 29.03.2022 in the Office of Sub Registrar- Karchhana, District- Prayagraj alongwith Correction Deed dated 31.08.2022, registered in Bahi No.1, Zild No. 7981, in pages 57 to 74, at Sl. No. 10161, on 31.08.2022 in the office of Sub Registrar-Karchhana, Prayagraj and since then he is exclusive owner in posession of the same. His name is also recorded in relevant revenue record over the aforesaid Arazi.

AND THUS the aforesaid Shiv Balak Kesarwani of the Owners/ First Party is exclusive ownere of part of Arazi No.18(Minjumla), Area- 1986 Sq. Meters and part of Arazi No. 145, Area- 1848.4 Sq. Meters; both Araziyats situated in Village - Dhanuha, Pargana- Arail, Tehsil- Karchhana, District-Prayagraj.

AND WHEREAS Bal Krishna Kesarwani of the Owners/ First Party purchased open land part of Arazi No.18(Minjumla), Area- 1986 Sq. Meters; out of total Area- 9930 Sq. Meters; situated in Village - Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj from its previous



owner aforesaid Company M/s Prism Cement Limited (Now Prism Johnson Limited) vide sale deed dated 06.03.2022 registered in Bahi No.1, Zild No. 7718, in pages 131 to 152, at Sl. No. 2376 on 07.03.2022 in the Office of Sub Registrar- Karchhana, District- Prayagraj alongwith Supplementary Deed dated 18.08.2022, registered in Bahi No.1, Zild No. 7956, in pages 57 to 76, at SI. No. 9471 on 18.08.2022 in the office of Sub Registrar-Karchhana, Prayagraj and since then he is exclusive owner in possession of the said land. His name is also recorded in the relevant revenue record over the aforesaid Arazi.

Similarly the aforesaid Bal Krishna Kesarwani of the Owners/ First Party also purchased part of Arazi No.145, Area- 1848.40 Sq. Meters; out of total Area- 9242 Sq. Meters; situated in Village - Dhanuha, Pargana-Arail, Tehsil- Karchhana, District- Prayagraj with 400 Running Ft. boundary wall from its previous owner aforesaid Company M/s Prism Cement Limited (Now Prism Johnson Limited) vide sale deed dated 28.03.2022, Zild No. 7748 in pages- 1 to 24 at Sl. No. 3225 on 29.03.2022 in the office of Sub Registrar- Karchhana, District- Prayagraj alongwith correction Deed dated 31.08.2022, registered in Bahi No.1, Zild No. 7981, in pages 39 to 56, at Sl. No. 10160 on 31.08.2022 in the office of Sub Registrar- Karchhana, Prayagraj and since then he is exclusive owner in possession of the sdaid land. His name is also recorded in the relevent Revenue record of the aforesaid Arazi.

AND THUS the aforesaid Bal Krishna Kesarwani of the Owners/ First Party is exclusive owner of part of Arazi No. 18(Minjumla), Area- 1986 Sq. Meters and part of Arazi No. 145 Area- 1848.40 Sq. Meters; both Araziyats situated in Village - Dhanuha, Pargana- Arail, Tehsil- Karchhana, District-Prayagrai.

AND WHEREAS Atul Kumar Agarwal and Akshay Agarwal of the Owners/ First Party purchased open land part of Arazi No. 18(Minjumla),













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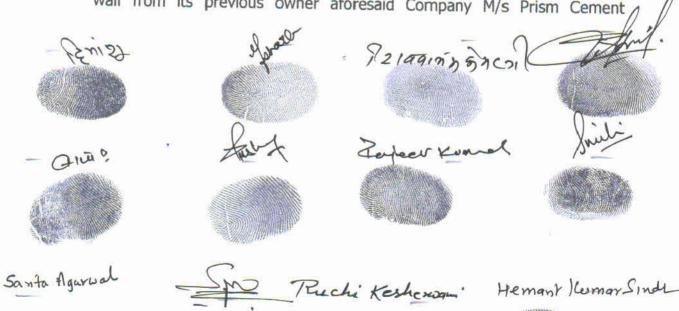
Ruchi Keshenan. Hemantlumar Sindy



area- 2482.50 Sq. Meters; out of total Area- 9930 Sq. Meters; situated in Village - Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj from its previous owner aforesaid Company M/s Prism Cement Limited (Now Prism Johnson Limited) vide sale deed 06.03.2022, registered in Bahi No. 1, Zild No. 7718 in pages 153 to 176, at Sl. No. 2377 on 07.03.2022, in the office of Sub Registrar- Karchhana, District- Prayagraj alongwith Supplementary Deed dated 18.08.2022, registered in Bahi No.1, Zild No. 7956, in pages 35 to 56, at Sl. No. 9470 on 18.08.2022 in the office of Sub Registrar- Karchhana, Prayagraj and since then they are exclusive owners in possession of the said land. Their names are also recorded in the revenue record over the aforesaid Arazi.

AND WHEREAS Rajeev Kumar and Smt. Smita Kesarwani of the Owners/ First Party purchased open land part of Arazi No. 18(Minjumla), Area- 2482.50 Sq. Meters; out of total Area- 9930 Sq. Meters; situated in Village - Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj from its previous owner aforesaid Company M/s Prism Cement Limited (Now Prism Johnson Limited) vide sale deed dated 06.03.2022 registered in Bahi No.1, Zild- 7718 on pages 177 to 198, at Sl. No. 2378 on 07.03.2022 in the office of Sub Registrar- Karchhana, District- Prayagraj alongwith Supplementary Deed dated 18.08.2022, registered in Bahi No.1, Zild No. 7956, in pages 23 to 34, at Sl. No. 9469 on 18.08.2022 in the office of Sub Registrar- Karchhana, Prayagraj and since then they are exclusive owners in possession of the said land. Their names are also recorded in the relevant revenue record over the aforesaid Arazi.

AND WHEREAS Smt. Sarita Agarwal of the Owners/ First Party purchased open land part of Arazi No. 145, Area- 2310.5 Sq. Meters; out of total Area- 9242 Sq. Meters; situated in Village - Dhanuha, Pargana-Arail, Tehsil- Karchhana, District- Prayagraj with 500 Running Ft. boundary wall from its previous owner aforesaid Company M/s Prism Cement

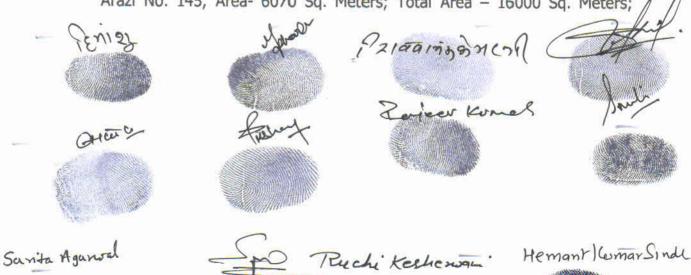


Limited (Now Prism Johnson Limited) vide sale deed dated 28.03.2022 registered in Bahi No.1, Zild-7748 in pages 25 to 48, at Sl. No. 3226 on 29.03.2022 in the office of Sub Registrar- Karchhana, District- Prayagraj alongwith Correction Deed dated 31.08.2022, registered in Bahi No.1, Zild No. 7981, in pages 1 to 18, at Sl. No. 10158 on 31.08.2022 in the office of Sub Registrar- Karchhana, Prayagraj and since then she is exclusive owner in possession of the said land. Her name is also recorded in the relevant revenue record over the aforesaid Arazi.

AND WHEREAS Sanjeev Kumar and Smt. Ruchi Kesarwani of the Owners/ First Party purchased open land part of Arazi No. 145, Area-2310.5 Sq. Meters; out of total Area-9242 sq. Meters situated in Village - Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj with 500 Running Ft. boundary wall from its previous owner aforesaid Company M/s Prism Cement Limited (Now Prism Johnson Limited) vide sale deed dated 28.03.2022 registered in Bahi No.1, Zild- 7748 in pages 49 to 74, at Sl. No. 3227 on 29.03.2022 in the office of Sub Registrar- Karchhana, District- Prayagraj alongwith Correction Deed dated 31.08.2022, registered in Bahi No.1, Zild No. 7981, in pages 19 to 38, at Sl. No. 10159 on 31.08.2022 in the office of Sub Registrar- Karchhana, Prayagraj and since then they are exclusive owners in possession of the said land. Their names are also recorded in the relevant revenue record over the aforesaid Arazi.

AND THUS the First Party are owners in possession of Arazi No. 18(Minjumla), Area- 9930 Sq. Meters and part of Arazi No. 145, Area-9242 Sq. Meters. Total Area- 19172 Sq. Meters; both Araziyat situated in village- Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj.

AND WHEREAS the First Party are interested to raise Residential Complex over Arazi No. 18(Minjumla), Area -9930 Sq. Meters and Part of Arazi No. 145, Area- 6070 Sq. Meters; Total Area - 16000 Sq. Meters;



both Araziyat situated in village- Dhanuha, Pargana- Arail, Tehsil-Karchhana, District- Prayagraj fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan.

AND WHEREAS the First Party have represented and assured the Second Party as follows:-

- The First Party have not entered into any Agreement of either 1. sale or mortgage or development of the said property with any one else in the past.
- 2. That the Owners/ First Party have declared and assured the Builder that the property is free from all sorts of encumbrances i.e. mortgage, charges, gifts, wills, exchanges, attachments, injunction, notice prior agreement to sell/ colloboration agreement and shall also keep the property free from all sorts of encumbrances till the completion of the building, sharing of the respective portions in the new building and registration of their respective portion. Whatsoever if it will be ever proved otherwise, First Party shall be liable and responsible for making good all losses, which may be sufferred, incurred, undergone and sustained all by the Builder as a result thereof.
- 3. There is no legal dispute pending against the aforesaid site.
- That except the Owners/ First party or their successors, no body 4. else has any right or title, interest, claim or demand whatsoever or howsoever into or upon the said property.

That there is no notice of acquisitions or requisition received or pending in respect of the property. 12100mg 2110

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AND WHEREAS on the basis of aforesaid representations and finding the same to be true, the Second Party has decided to develop the aforesaid property and agreed for the construction of multi-story Residential Complex comprising such number of floors, which may be permitted by P.D.A., Prayagraj by its own investment and money over the aforesaid property Arazi No. 18(Minjumla), Area - 9930 Sq. Meters and Part of Arazi No. 145, Area - 6070 Sq. Meters; Total Area - 16000 Sq. Meters; both Araziyat situated in village- Dhanuha, Pargana- Arail, Tehsil-Karchhana, District- Prayagraj fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan on the following terms and conditions as contained hereinafter:

NOW THE OWNERS/ FIRST PARTY AND THE BUILDER/ SECOND PARTY HERE TO COVENANTS AS UNDER: -

- 1. That the First Party do hereby declare that they are exclusive owners of Bhumidhari land being Arazi No. 18(Minjumla), Area- 9930 Sq. Meters and Part of Arazi No. 145, Area- 6070 Sq. Meters; Total Area 16000 Sq. Meters; both Araziyat situated in village- Dhanuha, Pargana-Arail, Tehsil- Karchhana, District- Prayagraj fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan
- 2. That the Second party shall get prepared a building plan, by competent Architect and shall submit the Building Plan by its own signatures before the Prayagraj Development Authority, Prayagraj for approval /Sanction to construct Residential Complex as may be permitted by the P.D.A., Prayagraj over the aforesaid Bhumidhari land being Arazi No. 18(Minjumla), Area -9930 Sq. Meters and Part of Arazi No. 145, Area -6070 Sq. Meters; Total Area 16000 Sq. Meters; both Araziyat situated in village- Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj fully described at the end of this deed and also shown to be bounded by

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red lines in the annexed plan and the entire cost and expenses to obtain the sanction of the aforesaid building plan shall be born by the Second Party alone.

3. That the First party shall deliver the vacant possession of the aforesaid Bhumidhari land being Arazi No. 18(Minjumla), Area- 9930 Sq. Meters and Part of Arazi No. 145, Area - 6070 Sq. Meters; Total Area - 16000 Sq. Meters; both Araziyat situated in village- Dhanuha, Pargana-Arail, Tehsil- Karchhana, District- Prayagraj fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan to the Second party within one month from the date of sanction of Building Plan by the P.D.A., Prayagraj for the purpose of construction of

Multistoried Building in terms of Builder's Agreement as per map sanctioned by P.D.A., Prayagraj.

- 4. That the Second Party shall construct Multistoried Residential Complex by 'A' Class material as may be permitted by the P.D.A., Allahabad over the aforesaid Bhumidhari land being Arazi No. 18(Minjumla), Area-9930 Sq. Meters and Part of Arazi No. 145, Area -6070 Sq. Meters; Total Area 16000 Sq. Meters; both Araziyat situated in village- Dhanuha, Pargana- Arail, Tehsil- Karchhana, District- Prayagraj fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan strictly as per sanctioned plan and shall be solely responsible for that.
- **5.** That the funds for construction of building and completion of project shall be arranged and borne by the Second Party alone.

6. That in respect of the entire material required for construction, payments of Labours, Workmen etc. and all other charges and expenses

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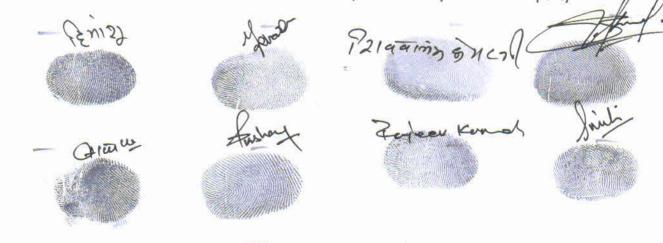
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required for construction activity or allied purposes shall be borne and paid by the Builder/ Second Party and the Owners shall not be liable for the same under any circumstances. It is further agreed that the Builder, shall be the Principal Employer for all Workers, Labours etc. There shall be no legal relation between the Workers employed by the Builder for the construction of the said Building and the Owners. If, any accident occurs on the site during the construction of building and completion of the project, in that case, the Builder alone shall be responsible for such accident and the Owners/ First Party shall have no concern with the same.

- 7. That liability to pay all property tax upto the date of execution of this Builder's Agreement shall be exclusive liability of the Owners/ First Party.
- 8. That the Second Party shall provide parking, open space, residential Flats/ Apartments and convenience shops in the suitable place in the multistoried residential complex as permitted under law by Prayagraj Development Authority, Prayagraj and shall also provide EWS and LI.G. Flats as required by the law, by the State Govt./ Prayagraj Development Authority, Prayagraj in suitable place in proposed residential complex at its own cost and expenses or in the alternative the Second Party shall deposite Shelter Fees as per Govt. Policy. However, the amount of Shelter Fees shall be exclusively borne by the Second Party alone.

9. That on completion of the project i.e. on completion of entire construction of Multistoried complex the First Party shall become absolute Owners of 35% (Thirty Five Percent) of the saleable constructed area together with proportionate land and remaining 65% (Sixty Five Percent) of the saleable constructed area on each Floor together with proportionate land shall be exclusively owned and possessed by the Second party.



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- That the Builder/Second Party shall be entitled to get loan from any Bank or Financial Institution on the aforesaid project and the Owners/ First Party shall have no objection for the same but in no case the Owners/ First Party shall have any financial liability.
- That the Owners/ First Party shall be entitled to entered into agreement for the transfer, sale, lease of the Owners' share. The Builder/Second Party shall be entitled to enter into agreement for the transfer, sale or lease of the Builder's share.
- That the Owners/ First Party undertake that they will execute a letter of Power of Attorney or any other document in case the Builder so requires for the purpose of effective implementation of this agreement but in no case the Owners/ First Party shall have any liability whatsoever either Financial or otherwise.
- That no change, modification or alterations to this Builder's Agreement shall be done without written consent of the Owners and Builder. The parties hereto undertake not to contravene any of the terms of this Builder's Agreement.
- That the map is to be sanctioned as per FAR permitted by P.D.A., Prayagraj. The present FAR permitted by P.D.A., Prayagraj is 2.5. However in case during the period of construction, if, the P.D.A. Prayagraj permits more FAR, in such case the Second Party shall submit revised plan and shall construct as per revised FAR. The First party and Second Party shall be exclusive owner of such additional construction together with proportionate land in the aforesaid proportion of 35%: 65%. In case it is decided to purchase FAR from the competent Authority, the entire cost and expenses for the purchase of FAR shall be borne by the Owners/ First Party alone.

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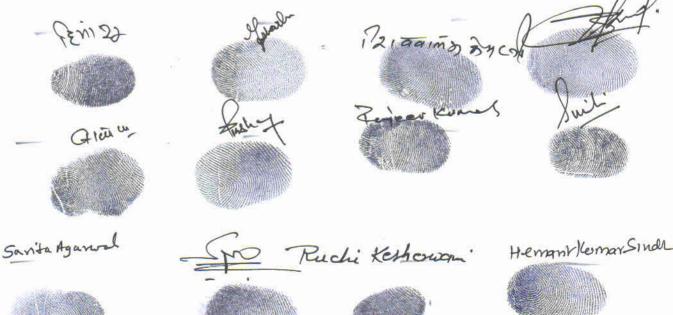


15. That the Residential Flats falling in the share of the parties shall be mutually decided and earmarked by the First Party and the second Party as far as possible within 30 days from the date of sanction of the Building plan by the P.D.A, Prayagraj and both parties shall sign and execute a memorandum thereof distinctly showing the constructed saleable area to be owned by the First Party and the constructed saleable area to be owned by the Second party in the above ratio of 35%: 65%.

Similarly the Owners/ First Party and the Builder shall also within 30 days from the date of sanction of the plan by the P.D.A., Prayagraj shall mutually in writing decide, earmark allocate the parking spaces in proportion of 35%: 65%.

- **16.** That the entire constructed saleable area owned by the First Party as mentioned here in before shall, along with proportionate land, absolutely vest in the First Party and the First Party alone shall be entitled to either retain or execute sale deed of the same at their own discretion by their own signatures with out any interference by the Second party or its successors or legal representatives, executors, assignees or nominees.
- 17. That similarly the entire constructed saleable area owned by the Second Party as mentioned here in before shall, along with proportionate land, absolutely vest in the Second Party and the Second Party shall alone be entitled to either retain or sell the same by its own signatures with out any interference by the First party or their heirs, legal representatives, executors or assignees or nominees.

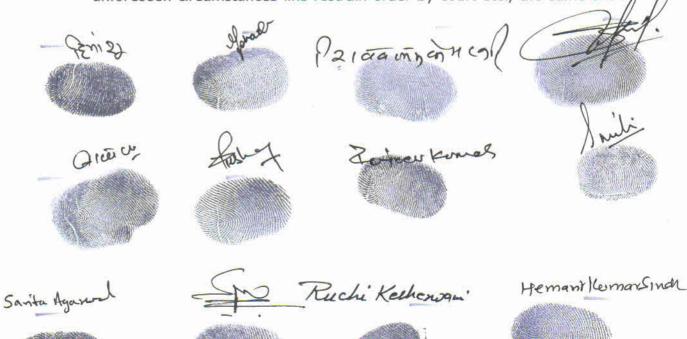
18. That the Second Party have given advance/ security money of Rs. 2.5 Crore (Two Crore Fifty Lac only) to the First Party as per details given in schedule of payment, given at the end of this deed and the receipt of which is hereby acknowledged by the First Party. The aforesaid entire



amount of Rs. 2.5 Crore (Rupees Two crore Fifty Lac only) without interest shall be returned by the First Party to the Second Party within Six months from the date of completion certificate issued by the P.D.A., Prayagraj.

- 19. That in the event of non-sanctioning of Map for construction of building/ residential complex or in absence of any other approval by the Competent Authority, the aforesaid advance money shall be refunded by the First Party to the Second Party within 6(Six) months from the date of such non-sanctioning of map for construction of building or from the date of any other disapproval by Competent Authority and this Builder's Agreement shall stand cancelled automatically.
- **20.** That the Builder shall abide by all the laws, bye-laws, rules and regulations of the Govt./ Local Bodies as the case may be, & shall attend to assure and be responsible for any deviation, violation/ breach of any of the said laws, bye-laws, rules & regulations.
- **21.** That on completion of the above project and on delivery of constructed area of the share of the First Party by the Second Party to the First Party as given here in before, and after return of the entire advance received by the First Party from the Second party, the parties here to shall not have any claim whatsoever against each other.
- 22. That the entire project shall be completed as far as possible within a period 60(Sixty) months with further period of Three months grace period, if needed, from the date of permission or sanction of plan for construction of multistoried complex by P.D.A., Prayagraj.

However any period, during which the Second Party shall not be entitled or able to carry out development work or raise construction under unforeseen circumstances like restrain order by court etc., the same shall



not be taken in account in calculating the aforesaid period of 60 months with further period of three months grace period, if needed.

- 23. That since time is the essence of the contract, in the event of any delay in completion of the development of the said land beyond the period of 60(Sixty) months with further 3(Three) months grace period i.e. 63 (Sixty Three) months as mentioned above, the Owners/ First Party shall be entitled to an estimated and agreed compensation of Rs.1,00,000/-(Rupees One Lac only) per month for the period of delay by the Builder.
- **24.** That the open areas of the plot/ land after construction of building and the roof top of the Multi storied Building shall be exclusively under control and management of the First Party and the Second party and the same shall always be used by both parties for more beneficial enjoyment of the entire complex in proportion of their share i.e. 35%: 65%.
- **25.** That the passage, common area and common amenities of the Multi story complex shall always be available for use to the First party, Second Party, their transferees, and assignees of the multistoried complex as per terms that may be decided by the First party, Second Party, their transferees, and assignees in proportion of their share.
- 26. That after the multistoried complex is completed and occupied by the First party, Second Party and/ or their assignees/ agents/ representative/ licensees in what so ever capacity, the cost of its maintenance (in all respects) will be shared by the Builder/ First Party up till one year and thereafter the cost of its maintenance (in all respects) will be shared by all i.e the First party, Second Party and/ or their assignees/agents/representative/licensees in what so ever capacity in proportion to the area in their possession.

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- That on completion of the project the First party, the Second Party and their successors, heirs, legal representatives, and assignees shall form a society comprising the First Party, the Second Party, their heirs, legal representatives, and assignees and transferees/ or assignees of various units of Multi Storied Complex and the said society shall be responsible for maintenance (in all respect) of the Multi-story Complex.
- 28. That in case of any dispute arising between the parties hereto pertaining to the terms and conditions of this Builder's Agreement, the same shall be referred to an arbitrator with the mutual consent of the owners and the builder and the decision of the sole Arbitrator shall be final and binding on the parties hereto. The provisions of Arbitration Act 1996 shall be fully applicable to such Arbitration proceedings.
- That it is specifically mentioned and made clear that during construction of the Multi Storied Complex the First Party including their heirs and LRs, executors, nominees and assignees shall not be entitled to interfere in any manner in the construction of the multistoried complex and the construction work shall not be stopped in any circumstance even during pendency of the arbitral proceeding.
- That if, due to any defect in the title of the Owners any loss is caused to the Builder, the concerned owner(s) shall duly indemnify the Builder.

31. That the Owners/ First Party have handed over all the original documents/ title Deeds to the Builder/ Second Party at the time of execution of this Builder's Agreement and the receipt of which is hereby acknowledged by the Builder. The aforesaid original documents shall be returned back by the Builder/ Second Party to the Owners/ First Party

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after completion of the project and after taking possession of the constructed area of their share.

32. That cost and expenses of this Builder's Agreement including payment of Stamp Duty is borne by the Second Party.

SCHEDULE OF PAYMENT

SI. No.	Cheque No.	Date	Drawn on			Amount In Rupees
1.	830975	16.06.2022	P.N.B. Prayagraj	Civil	Lines,	25,00,000/-
2.	830976	16.06.2022	P.N.B. Prayagraj	Civil	Lines,	25,00,000/-
3.	830977	16.06.2022	P.N.B. Prayagraj	Civil	Lines,	6,25,000/-
4.	830978	16.06.2022	P.N.B. Prayagraj	Civil	Lines,	6,25,000/-
5.	830979	16.06.2022	P.N.B. Prayagraj	Civil	Lines,	10,00,000/-
6.	830980	16.06.2022	P.N.B. Prayagraj	Civil	Lines,	15,00,000/-
7.	830981	16.06.2022	P.N.B. Prayagraj	Civil	Lines,	6,25,000/-
8.	830982	16.06.2022	P.N.B. Prayagraj	Civil	Lines,	5,00,000/-
9.	830983	16.06.2022	P.N.B. Prayagraj	Civil	Lines,	5,00,000/-
10.	830984	16.06.2022	P.N.B.	Civil	Lines,	10,00,000/-















Hemant Kumar Sinde



			Prayagraj	
11.	830985	16.06.2022	P.N.B. Civil Lines, Prayagraj	11,25,000/-
12.	830997	11.07.2022	P.N.B. Civil Lines, Prayagraj	25,00,000/-
13.	111533	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	25,00,000/-
14.	111534	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	6,25,000/-
15.	111535	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	6,25,000/-
16.	111536	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	10,00,000/-
17.	111537	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	15,00,000/-
18.	111538	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	6,25,000/-
19.	111539	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	5,00,000/-
20.	111540	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	5,00,000/-
21.	111541	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	10,00,000/-
22.	111542	11.07.2022	Bank of Maharashtra, Leader Road, Prayagraj	11,25,000/-

Total (Rupees Two Crore Fifty Lac only)

Rs. 2,50,00,000/
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DETAILS OF PROPERTY

Arazi No. 18(Minjumala), Area- 9930 Sq. Meters and Part of Arazi No. 145, Area - 6070 Sq. Meters; Total Area - 16000 Sq. Meters; both Araziyat situated in village- Dhanuha, Pargana- Arail, Tehsil- Karchhana, District-Prayagra. The land is surrounded by boundary wall except between Letters 'A' and 'B' as well as 'B' and 'C'; having 1844 Running Ft. Boundary Wall, Two Mango Trees, One Jamun Tree, One Neem Tree and bounded as below:

North -Part of Arazi No. 145 and Abadi.

South -Part of Arazi No. 145 and Arazi No. 144 (land of Mr. Jaiswal).

12 Meters wide Road. East

Arazi No. 18. West -

And also shown to be bounded by red lines in the annexed plan.























Note: The land subject matter of this Builder's Agreement is situated in Village- Dhanuha (Ardhanagriya) on 12 Meters wide Road, given in Praroop -4, 'V' Code-0017, at page 60 in the Circle Rate fixed by Collector, Prayagraj w.e.f. 16.09.2019.

Valuation of property for the purposes of payment of Stamp Duty:

16,000 Sq. Mtrs. Area :

- Value of land i)
 - @ Rs. 9,800/- per Sq. Mtrs. = 16,000 Sq. Mtr. X Rs.9,800/-

= Rs. 15,68,00,000/-

ii) Value of 1844 Running Ft.

Boundary Wall @ Rs. 1,000/-

Per Ft.

1844 X 1,000/-

= Rs. 18,44,000/-



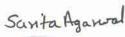
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- iii) (A) Value of Two Mango Trees
 - @ Rs. 14,000/- per Tree = Rs. 28,000/-
 - (B) Value of One Jamun Tree
 - @ Rs. 14,000/- per Tree = Rs. 14,000/-
 - (C) Value of One Neem Tree
 - @ Rs. 12,000/- per Tree = Rs. 12,000/-

Total - Rs. 54,000/-

Total Value = (i) + (ii) + (iii)

= Rs. 15,86,98,000/-

Stamp of Rs. 1,11,08,860/- is payable on Rs. 15,86,98,000/- as per G.O. No. 2756/11 dated 30.6.2008 of U.P. Government.

Total Stamp Duty of Rs. 1,11,09,000/- is paid through e-Stamp bearing

Certificate No.IN-UP87365508175082U dated 6th September,2022.













Sarita Agarwal









IN WINTESS WHEREOF We the parties hereto have signed and set their hands on the day, months and year first above-mentioned.

(Builder/ Second Party)
For HK INFRAZONE (P.) LTD.
Heman' lumar Sindu (Owners/ First Party) Director 3. パタはあのかりかりいり 9. Santa Agarca 11. Ruchi Keshenogui

Witnesses:-

1. Abhimanyu Mishra [Aadhaar No. 294470116304] Son of Sri Chandra Shekhar Mishra Abhimanyu mish rg. Resident of Dashrathpur Sant Ravi Das Nagar Bhadohi - 221308



2. RAJENDRA PRASAD

(Advocate Identity No. U.P.265/1987)

Son of Late Salik Ram Shukla

Resident of 5-B/1, Minto Road,

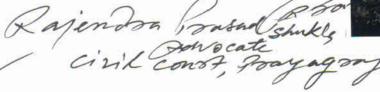
Prayagraj (U.P.)-211001

[Mobile No.9554953834]

[Mobile No. 9919422221]



Drafted by:



















Sarita Aganval



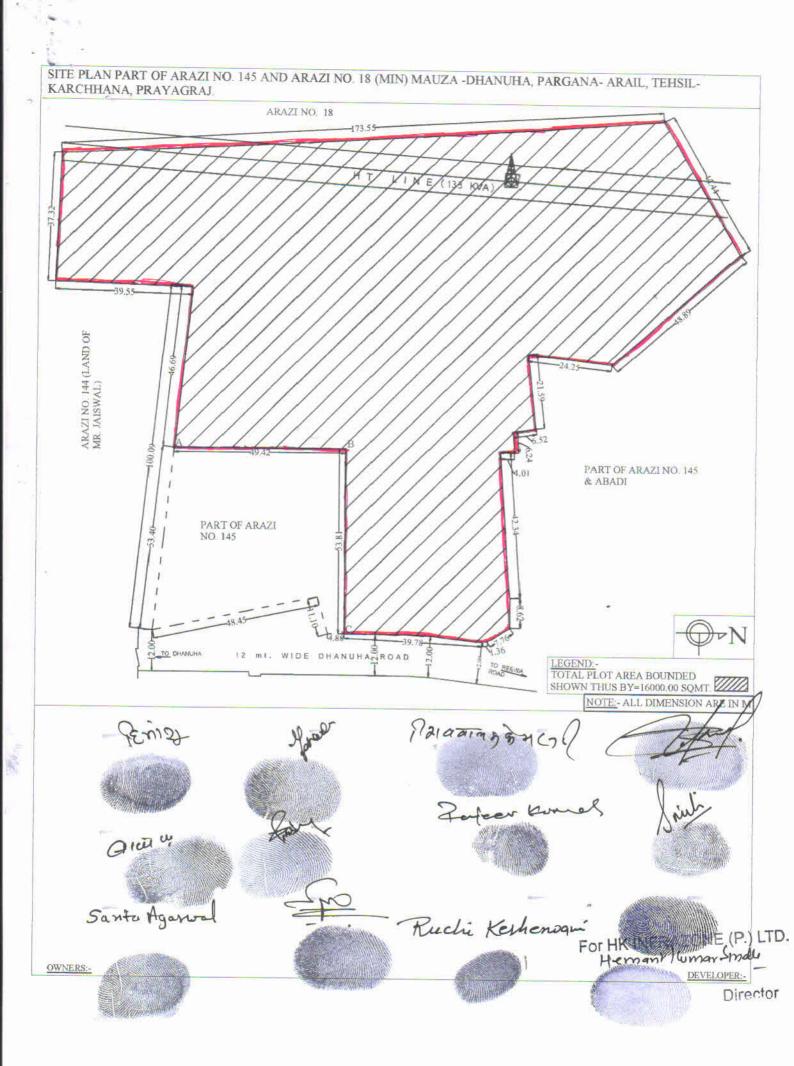


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आवेदन सं : 202200892012623

विक्रय अनुबंध विलेख (बिल्डर)

बही स०: ।

रजिस्ट्रेशन स॰: 10516

वर्ष: 2022

प्रतिफल- 158698000 स्टाम्प शुल्क- 11109000 बाजारी मूल्य - 158698000 पंजीकरण शुल्क - 1586980 प्रतिलिपिकरण शुल्क - 140 योग : 1587120

श्री हिमांशु केसरवानी . रियो 28 पुत्र श्री सुनील कुमार केसरवानी

व्यवसाय : अन्य

निवासी: ५९३, म्हीगंज, प्रयागराज



ने यह लेखपत्र इस कार्यालय में दिनॉक 07/09/2022 एवं 02:48:08 PM बजे निबंधन हेतु पेश किया।

रिक्टिकरण अधिकारी के हस्ताक्षर

3प निबंधक :करछना प्रयागराज 07/09/2022

ईश्वर दोन प्रजापति निबंधक लिपिक 07/09/2022

प्रिंट करें



आवेदन सं०: 202200892012623

बही स०: 1

रजिस्ट्रेशन स॰: 10516

वर्ष: 2022

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

विक्रेताः ।

श्री हिमांश् केसरवानी, पुत्र श्री सुनील कुमार केसरवानी

निवासी: ५९३, मुहीगंज, प्रयागराज

ट्यवसाय: अन्य रिका 2





विक्रेताः 2

श्री यशार्थ केसरवानी, पुत्र श्री दिनेश केसरवानी

निवासी: ३२६/१६७/२०/१, बाई का बाग, प्रयागराज

व्यवसायः अन्य

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विक्रेताः 3

श्री शिव बालक केसरवानी, पुत्र श्री स्व॰ लुल्लुर प्रसाद केसरवानी

निवासी: ३२६/१६७, बाई का बाग, प्रयागराज

व्यवसायः अन्य द्विववानिक केत्र (पा)





विक्रेताः 4

श्री बाल कृष्ण केसरवानी, पुत्र श्री शिव बालक केसरवानी

निवासी: ३२६/१६७, बाई का बाग, प्रयासराज

व्यवसाय: अन्य

विक्रेताः 5





श्री अतुल कुमार अग्रवाल, पुत्र श्री भगवान अग्रवाल

निवासी: ७०४/१६/१२, एलिंगन रोंड, विनायक ग्रेंड, प्रयागराज

व्यवसाय: अन्य

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विक्रेताः 6

श्री अक्षय अग्रवाल, पुत्र श्री अतुल कुमार अग्रवाल

निवासी: ५०४/१६/१२, एल्गिन ग्रेंड, विनायक ग्रेंड, प्रयागराज

व्यवसायः अन्य

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विक्रेताः 7

श्री राजीव कुमार, पुत्र श्री सुभाष चन्द्र केसरवानी

निवासी: २७१, मुडीगंज, प्रयागराज

व्यवसाय: अन्य निर्णाटक



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विक्रेताः 8

श्रीमती स्मिता केसरवानी, पत्नी श्री राजीव कुमार

निवासी: २७१, मुडीगंज, प्रयागराज

व्यवसाय: अन्य





विक्रेताः 9

श्रीमती सरिता अग्रवाल, पत्नी श्री अतुल कुमार अग्रवाल निवासी: ५०४/१६/१२, एलिंगन रोड, विनायक ग्रेंड, प्रयागराम

ट्यवसायः अन्य

Somita Aganos



विक्रेता: 10

श्री संजीव कुमार, पृत्र श्री सुभाष चन्द्र केसरवानी

निवासी: २७१, मुहीगंज, प्रयागराज

ट्यवसाय: अन्य

विक्रेताः 11





श्रीमती रूचि केसरवानी, पत्नी श्री संजीव कुमार

निवासी: २७१, मुडीगंज, प्रयागराज

ट्यवसाय: अन्य

Ruchi Kerhewam





केताः ।

श्री एच॰के॰ इन्फ्राजोन प्रा॰ लि॰ के द्वारा हेमंत कुमार सिन्धी , पुत्र श्री स्व॰ Hemant Comar Study

निवासीं: १७. इंडस्ट्रियल कॉलोनी, नैनी, प्रयागराज

ट्यवसाय: अन्य





ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ताः 1

श्री अभिमन्यु मिश्रा , पुत्र श्री चन्द्र शेखर मिश्रा

निवासी: दशरथपुर, संत रविदास नगर. भदोही

व्यवसाय: अन्य

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पहचानकर्ताः 2

श्री राजेंद्र प्रसाद , पुत्र श्री स्व॰ सालिक राम शुक्ला

निवासी: ५-बी/१, मिन्टो रोड, प्रयागराज

व्यवसायः अन्य



अधिकारी के हस्ताक्षर

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अगूठे नियमानुसार लिए ग्रह्म है, टिप्पणी :

निबंधकः करछना प्रयागराज

निबंधक लिपिक प्रयागराज

07/09/2022

प्रिंट करें







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आवेदन सं॰: 202200892012623

बही संख्या । जिल्द संख्या 7992 के पृष्ठ 163 से 216 तक क्रमांक 10516 पर दिनाँक 07/09/2022 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ज्ञान चन्द्र दिवेदी प्रभारी उप निबंधक : करछना

प्रयागराज 07/09/2022

