



INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

ACC Name-Satyendra Prakash Srivastava
ACC Add-57/13 Sulurkhana, Prayagraj
ACC Code-UP141448904, License No. 545
Tehsil & District-Sadar, Prayagraj

Certificate No. : IN-UP37504405919210V
Certificate Issued Date : 17-Jun-2023 02:50 PM
Account Reference : NEWIMPACC (SV)/ up14148904/ PRAYAGRAJ SADAR/ UP-AHD
Unique Doc. Reference : SUBIN-UPUP1414890469251227360460V
Purchased by : MAHALAKSHMI APARTMENTS L L P
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : ARAZINO.43 AND 41/1 HAVING H.NO.536/221 CHAK DONDI ARAIL KARCHANA PRAYAGRAJ MORE DETAIL AS PER DEED
Consideration Price (Rs.) : ₹18,82,600
First Party : VISHAL CHAWLA SO LATE CHANDER PRAKASH CHAWLA
Second Party : MAHALAKSHMI APARTMENTS L L P
Stamp Duty Paid By : MAHALAKSHMI APARTMENTS L L P
Stamp Duty Amount(Rs.) : ₹18,82,600
(Eighteen Lakh Eighty Two Thousand Six Hundred only)

सत्यमव जयते

LOCKED BY
S.R. Karchana

₹18,82,600



IN-UP37504405919210V

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Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.shilestamp.com or using e-Stamp Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.



BUILDERS / DEVELOPMENT AGREEMENT

all photo attested
21/06/23

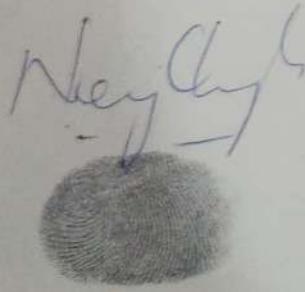
THIS BUILDERS/DEVELOPMENT AGREEMENT is made and executed at Allahabad now Prayagraj on this 17th day of June, 2023.

BETWEEN

Vishal Chawla S/o Late Chandra Prakash Chawla (Pan No. ABNPC6816E, Aadhaar No. XXXX XXXX 2200, Mobile No. 9161559999) R/o B/116, Darbhanga Colony, C.Y. Chintamani Road, George Town, Allahabad now Prayagraj, hereinafter called the Owner-First Party (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, successors, authorized representatives, predecessor's interests, assignees, executors, administrators and assigns) of the First Part,

AND

Mahalakshmi Apartments, LLP (PAN NO. ABXFM3116F), registered as per LLP Act 2008 having registration No. ACB-1342, having its registered office at 26B, Strachey Road, Civil Lines, Prayagraj, through its Authorized Signatory/Partners **Shri Neeruj Chugh S/o Shri Mahesh Kumar Chugh** (Pan No. ABDPC7339Q, Aadhaar No. XXXX XXXX 4339 Mobile No. 9532837219) R/o 2, Strachey Road (Beside Vishal Mega Mart), Civil Lines, Allahabad now Prayagraj and **Shri Vineet Chawla S/o Late Krishan Lal Chawla** (Pan No. AEUPC7966D, Aadhaar No. XXXX XXXX 4900, Mobile No. 9773081118) R/o 26B, Strachey Road, Civil Lines, Allahabad now Prayagraj, vide a resolution dated 21st of May 2023 passed in the meeting of partners of **Mahalakshmi Apartments, LLP**, hereinafter called the Builder/Developer Second Party (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal heirs, successors, authorized representatives, predecessor's interests, assignees, executors, administrators and assigns) of the Second Part;



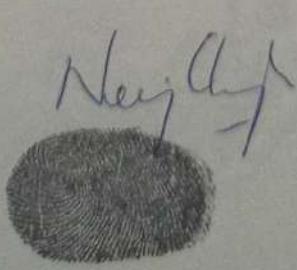
The Owner-First Party, Party of the First Part and Builder/Developer-Second Party shall individually shall referred to as the party and collectively be referred to as the "Parties" as and where the context so demands.

PREAMBLE OF THE PROPERTY:

WHEREAS Vishal Chawla S/o Late Chandra Prakash Chawla is the Owner-First Party and in peaceful possession on part portion of (Arazi Bhumidhari No. 1, area 0.1370 Hectare, Arazi Bhumidhari No. 5, area 0.5360 Hectare, Arazi Bhumidhari No. 6, area 0.4220 Hectare, Arazi Bhumidhari No. 7, area 0.1710 Hectare and Arazi Bhumidhari No. 12, area 0.4680 Hectare and Arazi Bhumidhari No. 13, area 0.1480 Hectare, Arazi Bhumidhari No. 28/1, area 0.1860 Hectare, Arazi Bhumidhari No. 41/1, area 0.0800 Hectare, Arazi Bhumidhari No. 43, area 0.6510 Hectare, mention in Khata Sankhya 23 and Part of Arazi Bhumidhari No. 8/2, area 0.1370 Hectare) admeasuring 6592.00 sq meters mentioned in Khata Sankhya 24, situated in Mauza Chak Dondi, Pargana Arail, Tehsil Karchana, Distt. Allahabad now Prayagraj and having house No. 536/221 Mohalla Chak Dondi Allahabad now Prayagraj, which was purchased by the Owner-First Party through a registered sale deed dated 13.03.2013, executed by Siddharth Agarwal, Shashi Bala Agarwal, Shivani Agarwal alias Shivani Gupta and Gunjan Agarwal, which is registered in Bahi Sankhya 1 Jild Sankhya 3013 on pages 51 to 420 at serial No. 1372 in the office of Sub-Registrar, Karchana Allahabad now Prayagraj and the name of the Owner-First Party stands recorded over the aforesaid property in Khatauni of Tehsil Karchhana, Allahabad now Prayagraj;

AND WHEREAS the names of various persons stand recorded over the aforesaid Arazi Numbers in Tehsil records along with the name of the Owner-First Party;

AND WHEREAS keeping in view the future dispute, the Owner-First Party, decided to partition the aforesaid property to avoid any dispute or complication in future, consequently the Owner-First Party filed a case no. T 20140203053212 U/S -176, Z.A. and L.R Act, Vishal Chawla and Rama Shankar and Others for partition and separation of the aforesaid property, which was decided by Up-Ziladhikari Karchana, Allahabad now Prayagraj vide order dated 16.08.2014 for preparation of preliminary decree in respect thereof and on the basis of preliminary decree a final decree was ordered to be prepared vide order dated 15.06.2015 and as a result of final decree the chitthi Phat Batwara and a map was prepared and finally the property purchased by the First Party was separated and Arazi No.


आवेदन सं०: 202300892007472

विकाय अनुबंध विसेख (विलड़)

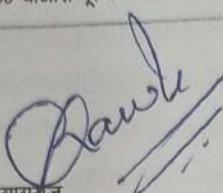
वर्ष: 2023

बही सं०: 1

रजिस्ट्रेशन सं०: 6137

प्रतिकल- ० स्टार्क शुल्क- 1882600 बाजारी मूल्य- 26894000 पंजीकरण शुल्क- 268940 प्रतिलिपिकरण शुल्क- 140 योग: 269080

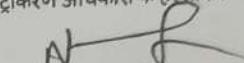
श्री विशाल चावला,
पुत्र श्री रवि चंद्र प्रकाश चावला
व्यवसाय: व्यापार
निवासी: B/116 दरभंगा कालोनी प्रयागराज





ने यह लेखपत्र इस कार्यालय में दिनांक 19/06/2023 एवं 02:51:33 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

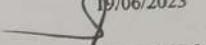


नीरज कुमार पाण्डे

उप निबंधक: करछना

प्रयागराज

19/06/2023

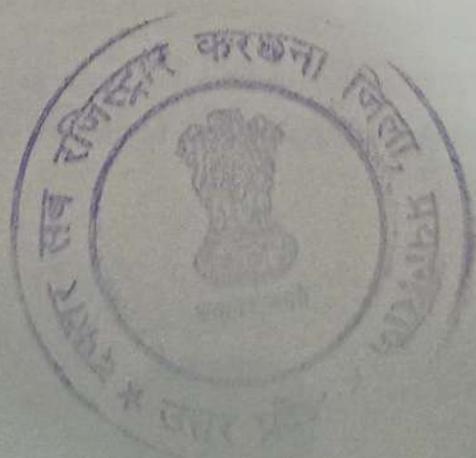


ज्ञान चन्द्र दिवेदी

निबंधक लिपिक

19/06/2023

प्रिंट करें



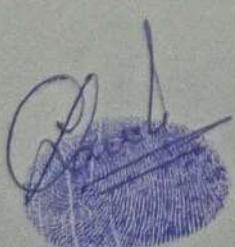
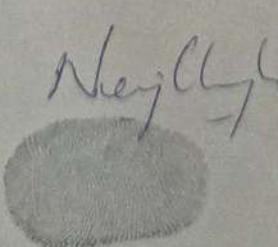
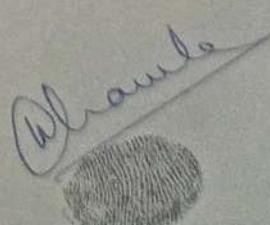
43, Area 5792 Sq. Meters and 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana, Distt, Allahabad now Prayagraj, having House No. 536/221 Mohalla Chak Dondi Allahabad now Prayagraj, was allotted to the Owner-First Party and thus the Owner-First Party became the exclusive and absolute Owner-First Party of the Arazi No. 43, Area 5792 Sq. Meters and 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana, Distt, Allahabad now Prayagraj, having House No. 536/221 Mohalla Chak Dondi Allahabad now Prayagraj (hereinafter referred to as "Said Plot", and /or "Plot") and the name of the Owner-First Party stands recorded over the aforesaid property in the Khatauni of Tehsil Karchana, Allahabad now Prayagraj;

AND WHEREAS since the Land use of the Property as per Master Plan 2021 was Industrial the Owner-First Party made an application for conversion of land use of Arazi No. 43, Area 5792 Sq. Meters and 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana, Distt, Allahabad now Prayagraj having House No. 536/221 Mohalla Chak Dondi Allahabad now Prayagraj from Commercial (Kutir Udyog) into Residential and by order dated 09.10.2015, passed by Pramukh Sachiv, Uttar Pradesh Shashan, the land use of the aforesaid property was converted from Commercial (Kutir Udyog) in to Residential and a publication was made in the Sarkari Gazette published by Uttar Pradesh Shashan dated 16 March, 2016 and thus the property owned by the Owner-First Party was declared residential;

AND WHEREAS the Owner-First Party is interested in developing the aforesaid freehold residential Plot by construction of a "Multistoried Residential/Commercial Complex" as may be permitted by the Prayagraj Development Authority, Prayagraj.

AND WHEREAS "The Builder/Developer-Second Party" offered to develop the said "Multistoried Residential/Commercial Complex" (hereinafter referred to as ("Project" and /or "Project") as may be permitted by the Prayagraj Development Authority, Prayagraj over the aforesaid freehold Plot and the aforesaid offer has been accepted by the Owner-First Party as per terms and conditions given herewith in this Builders/Development Agreement.

AND WHEREAS based on the mutual representation and assurances given by the Parties hereto, both the Parties have decided to develop the aforesaid Plot for constructing a Multistoried Residential/Commercial Complex over the same.

आवेदन सं: 202300892007472

बही सं: ।

रजिस्ट्रेशन सं: 6137

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनाने व समझने मजमुन व प्राप्त धनराशि र प्रलेखानुसार उक्त

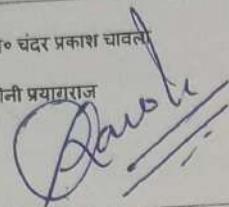
विकेता: ।

श्री विशाल चावला, पुत्र श्री स्व० चंद्र प्रकाश चावला

निवासी: B/116 दरभंगा कालेनी प्रयागराज

व्यवसाय: व्यापार

क्रेता: ।

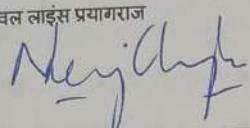


श्री महालक्ष्मी अपार्टमेंट एल एल पी के द्वारा नीरुज चुग, पुत्र श्री महेश कुमार चुग

निवासी: 2 स्ट्रेची रोड सिवल लाइंस प्रयागराज

व्यवसाय: व्यापार

क्रेता: 2



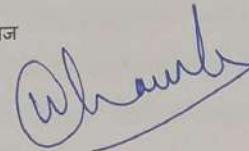
श्री महालक्ष्मी अपार्टमेंट एल एल पी के द्वारा विनीत चावला, पुत्र श्री स्व० किशन लाल चावला

निवासी: 26 B स्ट्रेची रोड सिवल लाइंस प्रयागराज

व्यवसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: ।

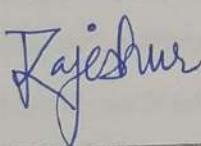


श्री राज राजेश्वर गुप्ता, पुत्र श्री राजेश कुमार गुप्ता

निवासी: 21/19 म्यॉ रोड प्रयागराज

व्यवसाय: व्यापार

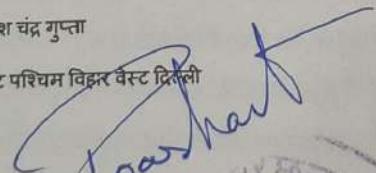
पहचानकर्ता: 2



श्री प्रशांत गुप्ता, पुत्र श्री रमेश चंद्र गुप्ता

निवासी: 235 सी ए अपार्टमेंट पश्चिम विहार वेस्ट दिल्ली

व्यवसाय: व्यापार

मेरी ओर से अपार्टमेंट के निवासी अंगठे नियमानुसार लिए गए हैं।
टिप्पणी:

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नरेज कुमार पाण्ड्य

उप निवासीकर्ता: कारछना

प्रयागराज

19/06/2023

जान चंद्र दिवेदी

निवासीकर्ता का लिपिक प्रयागराज

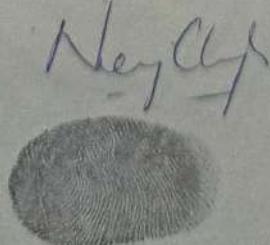
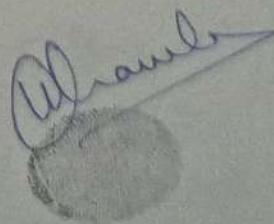
19/06/2023

प्रिंट करें

AND WHEREAS the Owner-First Party has represented and assured the Builder/Developer Second Party as follows: -

1. The Owner-First Party has not entered into any agreement of either sale or mortgage or development of the Said Plot with anyone else in the past.
2. The Said Plot is free from all encumbrances and charges in any manner.
3. There is no legal dispute pending against the aforesaid freehold Said Plot.
4. That except the Owner-First Party or his heirs and successors, no body else has any right, title or interest, claim or demand whatsoever or howsoever into or upon the Said Plot.
5. That there is no notice of acquisition or requisition received or pending in respect of the above freehold Said Plot.
6. That NOC is obtained for constructions of the Multistoried Residential/Commercial Complex from the Jail Authorities on the Said Plot and the Owner-First Party has provided the NOC from the Jail Authorities vide Letter No. 37192/नम-2/नैनी ग्रुप हॉउसिंग/ निर्माण/2022 dated 24.01.2022 (hereinafter referred to as Jail NOC).
7. Any dispute relating to Jail NOC or title is complete responsibility of the Owner-First Party. However, the terms and conditions of the Jail NOC are binding on both the Parties hereto and the Builder/Developer Second Party is made fully aware of the terms and conditions of the Jail NOC.
8. The Owner-First Party has also made an application for NOC with Jal Nigam and Nagar Nigam and has also obtained NOC from Fire Department. The expenses incurred by the First Party in this regard prior to this agreement has been expensed with.

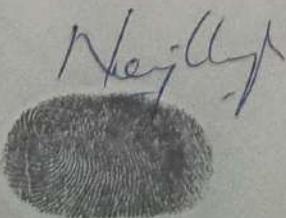
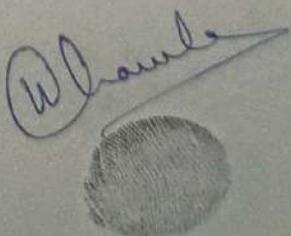
AND WHEREAS on the basis of aforesaid representations and finding the same to be true, the Builder/Developer-Second Party have decided to develop the aforesaid Plot and agreed for the construction of Multistoried Residential/Commercial Complex as may be permitted by the Prayagraj Development Authority, Prayagraj by its own investment and money on the Said Plot described and details below in this deed on the terms and conditions as contained hereinafter and the Owner-First Party shall not claim any money from the

Builder-Second Party for the Expenses incurred regarding the Map Approval until the Date of this agreement.

NOW THE OWNER-FIRST PARTY AND THE BUILDER/DEVELOPER SECOND PARTY HERETO CONVENANT AS UNDER: -

1. That the Owner-First Party do hereby declare that Arazi No. 43, Area 5792 Sq. Meters and 40/1, 41/1, area 800 Sq. Meters, total area measuring 6592 Sq. Meters, situated in village Chak Dondi, Pargana Arail, Teshil Karchana, Distt. Allahabad now Prayagraj having house No. 536/221 Mohalla Chak Dondi Allahabad now Prayagraj, the Said Plot for proposed Multistoried Residential/Commercial Complex, is exclusively owned and possessed by the Owner-First Party and is free from any encumbrances, lien or charges.
2. The Said Plot, which is the subject matter of this BUILDERS/DEVELOPMENT AGREEMENT, is to be developed by the Builder/Developer-Second Party as the Said Project viz. an ultra modern Multistoried Residential/Commercial Complex at the entire cost and expenses of the Builder/Developer-Second Party as more specifically stipulated herein and as per the terms and conditions recorded herein and as per layout/floor plans/building plans sanctioned by the competent Authorities, in terms of this BUILDERS/DEVELOPMENT AGREEMENT.
3. For the implementation of the said Project, the Owner-First Party shall hand over the peaceful vacant physical possession of the said freehold residential Plot to the Builder/Developer-Second Party free from all sorts of encumbrances with the execution of this BUILDERS/DEVELOPMENT AGREEMENT.
4. That the Builder/Developer-Second Party shall prepare the building plans of the proposed residential complex for construction of Residential Flats/Shops/Residential units over the aforesaid Plot measuring 6592 Sq. Meters by a competent architect/competent structural engineer and that the Builder/Developer Second Party on behalf of Owner-First Party has submitted a map vide file No. **PDA/BP/22-23/0022 on 10-05-2023** with ground coverage for construction 1582.00 Sq. meters only and rest of the area shall be left open for parks, parking, roads, setbacks, etc. with the Prayagraj Development Authority, Prayagraj for its approval / sanction by Prayagraj Development Authority, Prayagraj. All NOCs required for construction of the aforesaid multistoried

residential/Commercial complex shall be obtained by the Builder/Developer-Second Party from Authorities concerned for construction at its own cost and expenses. All costs and expenses in connection with getting all sanctions and approvals of Building Plans and drawings, original as well as, revised, from Competent Authority / the Concerned Authorities, required for development of the Said Plot into Said Project shall be borne by the Builder/Developer-Second Party and the Builder Second party is authorized to adjust all the expense and deposits made by the owner First Party prior to the date of this agreement in getting the map sanctioned.

5. The Builder/Developer-Second Party assures that the construction of the Said Project shall be of uniform standard and as per the specification as per Annexure-1, and there will be no difference in the quality of construction and materials used in the different portions, which are to be ultimately shared by the Parties meaning thereby, that the whole of the Said Project will be of the same appearance, specification(s), standards and will proceed at the same stage of development without any distinction of areas of allocation of the Parties and that the Said Project will be developed and launched simultaneously for both the Parties and the built up/ saleable area shall be divided fairly and equitably as per ratio agreed in Para 18 by the Parties.
6. The Builder/Developer-Second Party shall not act in any manner that may either prejudicially affect or have any material adverse effect on the rights, title and interests of the Owner-First Party and/or their nominees with respect to the Owner-First Party share and the development thereof in terms of this BUILDERS/DEVELOPMENT AGREEMENT and the construction and completion of the Said Project. Also, the marketing of the Said Project to be undertaken in terms of this BUILDERS/DEVELOPMENT AGREEMENT on the Said Plot shall be as a whole and not for any particular part or portion thereof.
7. The Builder/Developer-Second Party shall, at all times during the period of development, construction and completion of the Said Project, provide all such information as is pertinent or relevant to the transaction contemplated herein to the Owner-First Party.
8. That the aforesaid residential complex to be built over aforesaid Plot shall be known as "**MAHALAKSHMI APARTMENTS**".



Ravinder

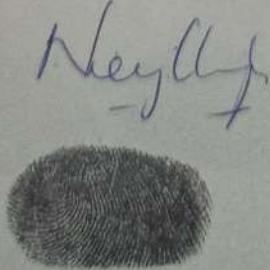
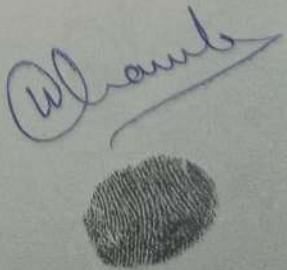


Neyyattinkara



W. Ramadevi

9. That the aforesaid building plan for construction of "Mahalakshmi Apartments" comprising of Flats/Residential units/shops which has been submitted with the Prayagraj Development Authority, Prayagraj, has been annexed to this BUILDERS/DEVELOPMENT AGREEMENT as **Annexure No.2**.
10. That all cost / charges required for sanction of the aforesaid building plans shall be borne by the Builders/Developer-Second Party. It is made clear that since the building plans shall be submitted under the name of the Owner-First Party, hence the demand notice for the sanction of the building plans shall be issued by the Prayagraj Development Authority, Prayagraj in the name of the Owner-First Party. The Builder/Developer-Second Party shall deposit the amount on behalf of the Owner-First Party and shall have no claim against the Owner-First Party on the amount so deposited.
11. The Owner-First Party and the Builder/Developer-Second Party jointly shall have right to get the existing sanctioned plan revised by Prayagraj Development Authority, Prayagraj and in case the plan is revised by Prayagraj Development Authority, Prayagraj then the Parties hereto shall share the area in the same ratio stipulated in Para 18 below and without any cost to the Owner-First Party.
12. That the Owner-First Party shall have no right to get the said building plans cancelled at any time during the course of development of the aforesaid complex, except in the event of default by the Builder/Developer-Second Party.
13. The Parties confirm that the ratio as mentioned herein is adequate for the rights being provided to either Party and the Parties shall never challenge the correctness or the adequacy of the said ratio at any time in future.
14. That the Builder/Developer-Second Party shall start the construction of the Multistoried Residential/Commercial Complex over the aforesaid Plot within 6 months from the receipt of sanctioned plan from the Prayagraj Development Authority, Prayagraj and if the Builder/Developer-Second Party fails to start construction within aforesaid period, in that case the Project aforesaid shall be deemed to have been cancelled and the advance deposit paid as earnest money by the Builder/Developer-Second Party to the Owner-First Party shall stand forfeited.
15. That the aforesaid Project for construction of Multistoried Residential/Commercial Complex shall be registered with UP Real Estate Regulation Act (UP RERA) and the

Builder/Developer-Second Party shall abide by all the rules and regulations of the UP RERA. The Owner-First Party shall extend full co-operation to the Builder/Developer-Second Party wherever required to abide to any regulation of UP RERA.

16. That the Builder/Developer-Second Party shall construct the said multistoried residential/Commercial complex over the aforesaid Plot in full compliance to the sanction condition of PDA. The Builder/Developer-Second Party shall fully complete the construction of multistoried residential/Commercial complex in all respect as per agreed specification and sanctioned plan of PDA and shall build the maximum allowable area.
17. That it is agreed between the Parties hereto that the Builder/Developer-Second Party shall pay a non-refundable sum of Rs. 3,00,00,000/- (Rupees Three Crores Only) to the Owner-First Party in the following manner as an earnest money for part performance and construction of multistoried residential/Commercial complex.

(a) **Rs. 1,11,11,111/- (Rupees One Crore Eleven Lakhs Eleven Thousands One Hundred Eleven Only)** has been paid as per the followings:

- I. **Rs. 1,00,00,000/- (Rupees One Crore Only)** dated 02-06-2023 vide RTGS through Ref No. HDFCR52023060261281726 from HDFC Bank, Civil Lines, Prayagraj.
- II. **Rs. 11,11,111/- (Rupees Eleven Lakhs Eleven Thousands One Hundred Eleven Only)** shall be deposited on account of TDS as per section 194IC of Income Tax.

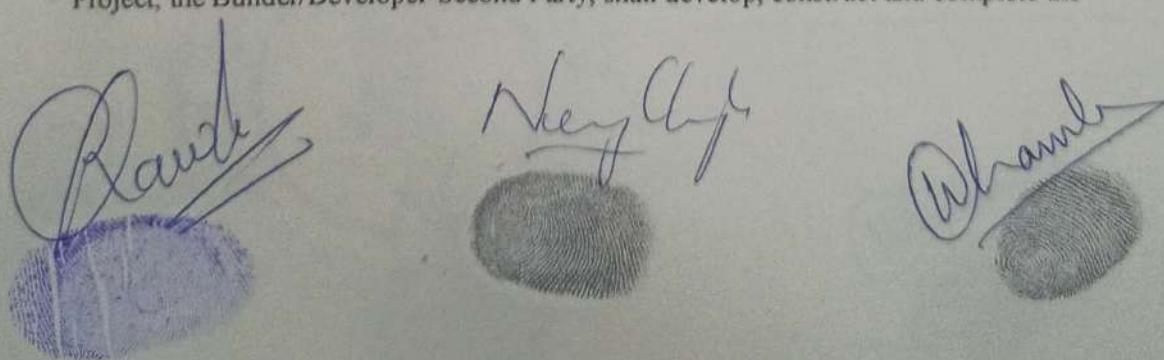
And the Owner-First Party hereby acknowledges the receipt of the aforesaid sum of Rs. 1,11,11,111/- (Rupees One Crore Eleven Lakhs Eleven Thousands One Hundred Eleven Only).

And

(b) Balance **Rs. 1,88,88,889/- (Rupees One Crores Eighty Eight Lakhs Eighty Eight Thousands Eight Hundred Eighty Nine Only)** either within 7days of the date of issuance of demand note by the Prayagraj Development Authority, Prayagraj or within a period of 5 months from the date of this BUILDERS/DEVELOPMENT AGREEMENT, whichever is earlier as per the followings:

- I. **Rs. 90,00,000/- (Rupees Ninety Lakhs Only)** vide Cheque No. 000006 from HDFC Bank, Civil Lines, Prayagraj.
- II. **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)** vide Cheque No. 000007 from HDFC Bank, Civil Lines, Prayagraj.
- III. **Rs. 8,88,889/- (Rupees Eight Lakhs Eighty Eight Thousands Eight Hundred Eighty Nine Only)** shall be deposited on account of TDS as per section 194IC of Income Tax.

18. In lieu of the Owner-First Party providing the Said Plot for the purpose of the Said Project, the Builder/Developer-Second Party, shall develop, construct and complete the



The image shows three sets of handwritten signatures and their corresponding fingerprints. The signatures are: 1. On the left, a signature that appears to be 'Ravinder' with a blue ink fingerprint below it. 2. In the center, a signature that appears to be 'Neha' with a blue ink fingerprint below it. 3. On the right, a signature that appears to be 'Wahab' with a blue ink fingerprint below it.

Said Project and in lieu of the Builder/Developer-Second Party developing, constructing and completing the Said Project at the cost and expenses to be borne by the Builder/Developer-Second Party in terms of this Agreement and marketing the Said Project, the Total Built Up/ Saleable Area of the Said Project shall be shared amongst the Parties in the following ratio:

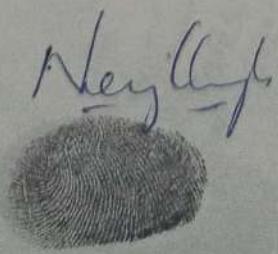
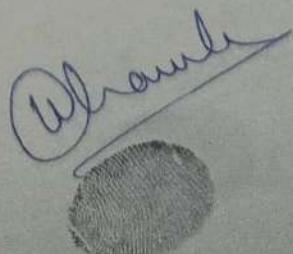
Owner-First Party: 35% (Thirty-Five Percent) of the total saleable (super built-up) area along with proportionate land.

Builder/Developer-Second Party: 65% (Sixty-Five Percent) of the total saleable (super built-up) area along with proportionate land.

19. The Builder/Developer-Second Party shall pay the Shelter Fees to the PDA for not constructing the compulsory EWS & LIG and the Builder/Developer-Second Party will have the exclusive rights over such additional FAR provided by the PDA against the Shelter Fees. The Builder/Developer-Second Party shall clearly disclose the sanction/approval of such FAR to the Owner-First Party.
20. That the Owner-First Party shall have all rights as exclusive Owner-First Party of the under mentioned Flats which shall be 35% of the total saleable (super built-up) area. The total saleable (super built-up) is proposed as **233104.91 Sq. feet (Annexure 3)** and the share of the Owner-First Party shall be **81586.72 Sq. feet**, along with proportionate land and all common amenities provided in the said multistoried residential/commercial complex to be built by the Builder/Developer-Second Party as per the building plan proposed for sanction by Prayagraj Development Authority, Prayagraj.

Share of Owner-First Party

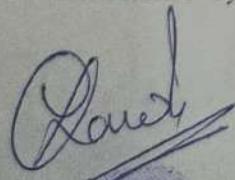
S.NO.	Unit No.	Type	Floor	No. of Unit	Unit Built-up Area (Sq. ft.)	Super Area	Total Area in Sq. feet
1	TA1	3BHK	2,3,8,9	4	1534.11		6136.44
2	TA2	3BHK	2,3,8,9	4	1415.92		5563.68
3	TB1	2BHK	2,3,8,9	4	1300.23		5200.92
4	TC1	2BHK	2,3,8,9	4	1142.24		4568.96
5	TC2	2BHK	2,3,8,9	4	1142.24		4568.96

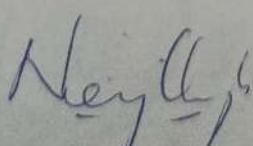




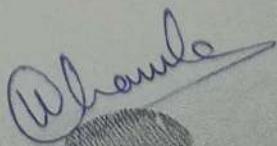
6	TC3	2BHK	2,3,8,9	4	1142.24	4568.96
7	TD1	3BHK	2,3,8,9	4	1430.51	5722.04
8	TD2	3BHK	2,3,8,9	4	1430.51	5722.04
9	TE1	3BHK	2,3,8,9	4	1455.68	5822.72
10	TF1	2BHK	2,3,8,9	4	1456.89	5827.56
11	TF2	2BHK	2,3,8,9	4	1142.11	4568.44
12	TF3	2BHK	2,3,8,9	4	1142.11	4568.44
13	TF4	2BHK	2,3,8,9	4	1142.11	4568.44
14	TF5	2BHK	2,3,8,9	4	1142.11	4568.44
15	A1	3BHK	Ground	1	1534.11	1534.11
16	A2	3BHK	Ground	1	1415.92	1415.92
17	C1	2BHK	Ground	1	1142.24	1142.24
18	C2	2BHK	Ground	1	1142.24	1142.24
19	D1	3BHK	Ground	1	1430.51	1430.51
20	D2	3BHK	Ground	1	1430.51	1430.51
21	E1	3BHK	Ground	1	1455.68	1455.68
Total					63	81627.75

The said Owner-First Party has been allotted a total saleable area 81627.75 Sq. Feet in total 63 Units and shall also have all rights of car parking space in accordance with his share being 35% of the total sanctioned car parking. The said Owner-First Party shall have all rights to allot, book, enter into agreement to sell, execute sale deed, lease deed or any other valid documents in respect of the above-mentioned flats to prospective purchasers and to receive the sale consideration/advance, rent for the same and discharge its valid receipt.

That the Flats fallen in the share of the Owner-First Party fully described hereinbefore in this BUILDERS/DEVELOPMENT AGREEMENT together with proportionate land shall absolutely vest in the Owner-First Party and the Owner-First Party shall be entitled to either retain or sell the same at his own discretion by his own signatures without any interference by the Builder/Developer-Second Party or its successors, assignees or



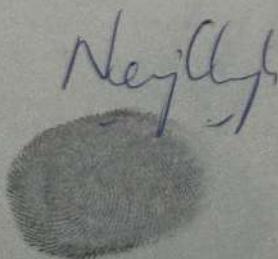


nominees. The Owner-First Party shall have full rights to receive sale consideration/advance sale consideration/rent of the flats of his respective share.

21. That the Builder/Developer-Second Party shall have all rights as exclusive the Builder/Developer-Second Party of the under mentioned flats which shall be 65% of the total saleable (super built-up) area. The total saleable (super built-up) is proposed as **233104.91 Sq. feet (Annexure 3)** and the share of the Builder/Developer-Second Party shall be **151518.19 Sq. feet**, along with proportionate land and all common amenities provided in the said multistoried residential complex to be built by the Builder/Developer-Second Party as per the building plan proposed for sanction by Prayagraj Development Authority, Prayagraj.

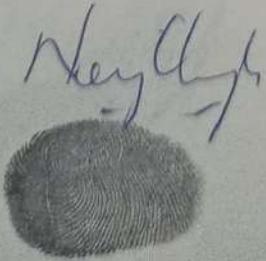
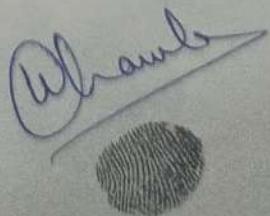
Share of Builders/Developers-Second Party

S.NO.	Unit No.	Type	Floor	No.	Unit	Super	Total Area in Sq. feet
				of Unit	Built-up (Sq. ft.)	Area	
1	TA1	3BHK	4,5,6,7,10,11,12	7	1534.11		10738.77
2	TA2	3BHK	4,5,6,7,10,11,12	7	1415.92		9911.44
3	TB1	2BHK	4,5,6,7,10,11,12	7	1300.23		9101.61
4	TC1	2BHK	4,5,6,7,10,11,12	7	1142.24		7995.68
5	TC2	2BHK	4,5,6,7,10,11,12	7	1142.24		7995.68
6	TC3	2BHK	4,5,6,7,10,11,12	7	1142.24		7995.68
7	TD1	3BHK	4,5,6,7,10,11,12	7	1430.51		10013.57
8	TD2	3BHK	4,5,6,7,10,11,12	7	1430.51		10013.57
9	TE1	3BHK	4,5,6,7,10,11,12	7	1455.68		10189.76
10	TF1	2BHK	4,5,6,7,10,11,12	7	1456.89		10198.23
11	TF2	2BHK	4,5,6,7,10,11,12	7	1142.11		7994.77
12	TF3	2BHK	4,5,6,7,10,11,12	7	1142.11		7994.77
13	TF4	2BHK	4,5,6,7,10,11,12	7	1142.11		7994.77
14	TF5	2BHK	4,5,6,7,10,11,12	7	1142.11		7994.77
15	FA1	3BHK	1	1	1534.11		1534.11
16	FA2	3BHK	1	1	1415.92		1415.92


17	FB1	2BHK	1	1	1300.23	1300.23
18	FC1	2BHK	1	1	1142.24	1142.24
19	FC2	2BHK	1	1	1142.24	1142.24
20	FC3	2BHK	1	1	1142.24	1142.24
21	FD1	3BHK	1	1	1430.51	1430.51
22	FD2	3BHK	1	1	1430.51	1430.51
23	FE1	3BHK	1	1	1455.68	1455.68
24	FF1	2BHK	1	1	1456.89	1456.89
S.NO.	Unit No.	Type	Floor	No. of Unit	Total Area in Area (Sq. ft.)	
				Unit	Super	Built-up Sq. feet
25	FF2	2BHK	1	1	1142.11	1142.11
26	FF3	2BHK	1	1	1142.11	1142.11
27	FF4	2BHK	1	1	1142.11	1142.11
28	FF5	2BHK	1	1	1142.11	1142.11
29	B1	2BHK	Ground	1	1300.23	1300.23
30	F1	2BHK	Ground	1	1456.89	1456.89
31	F2	2BHK	Ground	1	1142.11	1142.11
32	F3	2BHK	Ground	1	1142.11	1142.11
33	F4	2BHK	Ground	1	1142.11	1142.11
34	F5	2BHK	Ground	1	1142.11	1142.11
		Total			151477.16	
		118				

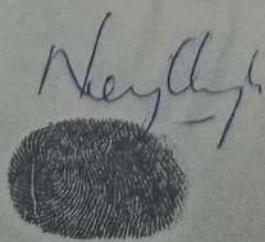
The said Builders/Developers-Second Party has been allotted a total saleable area of **151477.16 Sq. feet** in total 118 Units and shall also have all rights of car parking space in accordance with his share being 65% of the total sanctioned car parking. The said Builder/Developer-Second Party shall have all rights to allot, book, enter into agreement to sell, execute sale deed, lease deed or any other valid documents in respect of the above-mentioned flats to prospective purchasers and to receive the sale consideration/advance, rent for the same and discharge its valid receipt.

That similarly the Flats fallen in the share of the Builder/Developer-Second Party as per details given hereinbefore in this BUILDERS/DEVELOPMENT AGREEMENT together with proportionate land shall absolutely vest in the Builder/Developer-Second Party and the Builder/Developer-Second Party alone shall be entitled to either retain or to transfer, sell or assign or let out the same by its own signatures without any interference by the Owner-First Party or their heirs, legal representatives, executors, Assignees and nominees. The Builder/Developer-Second Party shall have full rights to receive actual sale consideration/advance sale consideration/lease rent in respect of the flats in its share.

22. The total super built Saleable area proposed for Sanction is **233104.91 Sq. feet (Annexure 3)** and the Share of the Owner-First Party should be out **81586.72 Sq. feet**. However due to proposed design and layout of the Flats, the Owner-First Party has been allotted a total Saleable are of of **81627.75 Sq. Ft.** in total **63 Units, hence the Owner-First Party has been allotted an area of 41.03. Sq. Feet in excess of his share of agreed allotment.** Similarly, the total Saleable area proposed for Sanction is **233104.91 Sq. feet and the Share of the Builder/Developer-Second Party should be out 151518.19 Sq. feet.** However due to proposed design and layout of the Flats, the Builder/Developer-Second Party has been allotted a total Saleable are of **151477.16 Sq. feet** in total **118 Units, hence the area allotted to the Builder/Developer-Second Party is less/Short by 41.03. Sq. Feet.** Further since the Proposed Building Map is pending Sanction from the Prayagraj Development Authority, therefore at this stage it is also not possible to determine the exact area of the Compensatory FAR for not Constructing the EWS which is falling under the exclusive share of the Builder/Developer-Second Party and the allotment of which has not been provided for in the aforementioned share of area / Units made between the parties. It is also understood by both parties that there can be some variation in the total saleable (super built-up) as determined in the proposed Map as it is conditional to the Sanction of the Approved drawings by the Prayagraj Development Authority and also subject to finalization of the elevation final working drawings.

Both Parties therefore agree to execute a supplementary agreement, if and when necessitated, for the Final Area Share and allotment of distinct Units once the Sanction

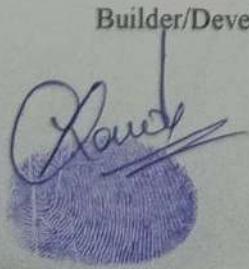




of Map is Approved by Prayagraj Development Authority along with Finalization of Elevation and working drawings. The Supplementary agreement shall be drawn with the following considerations.

- a) The area for Compensatory FAR for not constructing the EWS shall be allotted exclusively to Builder/Developer-Second Party as per Para 19.
- b) Thereafter the Balance area to be shared in ratios agreed herein before in Para 18. However both parties shall as much as possible remain in compliance to the units allotted herein before.
- c) Both parties agree to compensate each other, as the case may be, to offset any difference of area remaining in the final share due to design and layout of each flat.

22. That if the Owner-First Party gets more than 75,000 Sq. Feet saleable area (super-built up) as his share (35% of the total regular FAR) in that case if the Builder/Developers-Second Party decides to purchase FAR, the purchasable FAR and its cost shall be borne by Builder/Developers-Second Party and the area against the same shall vest with the Builder/Developers-Second Party exclusively, but if the Owner-First Party gets Less than 75,000 Sq. Feet saleable area (super-built up) out of regular FAR in that case the purchasable FAR and its cost, shall be borne by Builder/Developers-Second Party and Owner-First Party in accordance with their respective shares and the area against the same shall vest with the Builder/Developers-Second Party and Owner-First Party respectively. The entire materials required for construction, payment of labourers, workmen etc., and all the other charges and expenses required for construction activity or allied purposes shall be borne and paid by the Builder/Developer-Second Party exclusively and the Owner-First Party shall not be liable for the same under any circumstances.

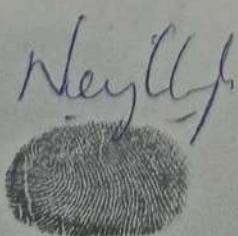
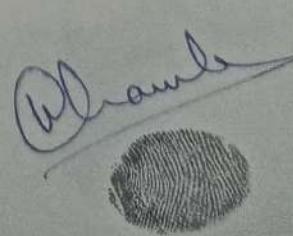
23. That terrace of the multistoried complex shall be exclusively owned and possessed by the Parties hereto and if Prayagraj Development Authority, Prayagraj provides more FAR for construction over terrace in that case the Builder/Developers-Second Party shall raise construction as per Building Plan and the cost thereof and the amount to be deposited with Prayagraj Development Authority, Prayagraj or any other Department shall be borne by the Builder/Developer-Second Party. The Owner-First Party and the Builder/Developer-Second Party shall be exclusive owner of the said construction in the





proportion of 35% share to the Owner-First Party and 65% share to the Builder/Developers-Second Party. The entire materials required for construction, payment of labourers, workmen etc., and all the other charges and expenses required for construction activity or allied purposes shall be borne and paid by the Builder/Developer-Second Party exclusively and the Owner-First Party shall not be liable for the same under any circumstances.

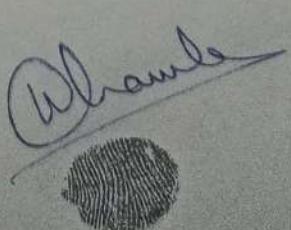
24. That in respect of the entire materials required for construction, payment of labourers, workmen etc. and all the other charges and expenses required for construction activity or allied purposes shall be borne and paid by the Builder/Developer-Second Party exclusively, the Owner-First Party shall not be liable for the same under any circumstances. All employees, contractors, workmen, agents and technical experts and personnel who shall be engaged by the Builder/Developers-Second Party for carrying out the development of the Said Plot shall be under the control and supervision of the Builder/Developers-Second Party for all purposes and the Builder/Developers-Second Party alone shall have the contractual / master-servant relationship with the said employees / personnel and/or hired staff etc. The Owner-First Party shall have no liability towards such personnel employed or engaged by the Builder/Developers-Second Party.
25. That the Builder/Developer-Second Party assures and undertake to the keep the Owner-First Party, indemnified against third party claim/or action arising out of any sort of act or omission of the Builder/Developer-Second Party or any accident relating to the construction of the proposed multistoried residential/commercial complex. The Builder/Developer-Second Party shall also be responsible to pay any damages, penalties and or compounding fees etc. payable in respect of development work and for any deviations.
26. The Builder/Developer-Second Party shall be liable for the observance / compliance of all the laws, rules and regulations governing the employment of such employees / workmen / personnel and the payments of wages and emoluments or other dues, statutory or contractual dues.
27. Any claim raised by any such employees or work personnel shall be against the Builder/Developer-Second Party, and in the event a claim is raised by such employees

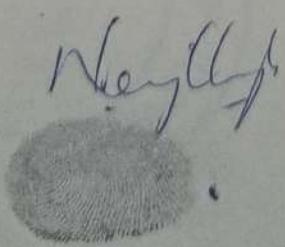
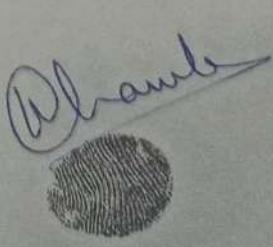
or personnel against the Owner-First Party the same shall be defended by the Builder/Developer-Second Party who shall come forward and declare that it is the entity which has employed / contracted / out-sourced the said employees / personnel and that the Owner-First Party have no concern whatsoever with the said employee / personnel and is not liable or responsible for any claim, civil or criminal, by such employee / personnel. If the Owner-First Party suffers any damages or loss due to those in that case the Builder/Developer-Second Party shall pay the same to the Owner-First Party.

28. That all property taxes payable to Nagar Nigam, Prayagraj or Jal Sansthan, Prayagraj regarding the Said Land in the question till date of this BUILDERS/DEVELOPMENT AGREEMENT shall be borne and paid by the Owner-First Party and from the date of BUILDERS/DEVELOPMENT AGREEMENT, the Builder/Developer-Second Party shall bear and pay the taxes and all other levies that may be imposed by Nagar Nigam, Prayagraj, Prayagraj Development Authority, Prayagraj or any other Local Body and Authority.
29. That the entire Project shall be completed as far as possible within a period of 48 months with an additional grace period of 6 months from the date of obtaining of all applicable permission including sanction of plans (including but not limited to building plans & floor plans, architectural drawings, etc.) for the whole of the Said Project in terms of this BUILDERS/DEVELOPMENT AGREEMENT. **This period of Limitation shall start from the date of first sanction by Prayagraj Development Authority, Prayagraj or the date of first registration under UP RERA whichever is later.** However, any period, during which the Builder/Developer-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. If the Builders/Developers-Second Party fails to complete the aforesaid Project within the aforesaid period, in that case the Builders/Developers-Second Party shall pay a sum of Rs. 10,00,000/- (Rs. Ten Lakhs) per month as damages to the Owner-First Party for the extended period. The completion shall mean the issuance of the completion certificate from Prayagraj Development Authority, Prayagraj.



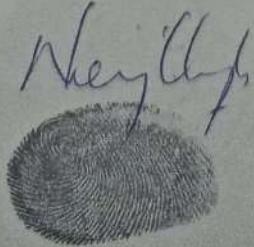
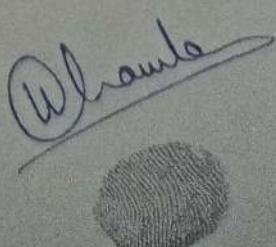


30. That the open areas of the plot after construction of building of the Multi Storied Group Housing / Commercial complex shall be exclusively under control and management of the Builder/Developer-Second Party and the Owner-First Party and same shall always be used by the Parties hereto for more beneficial enjoyment of the Multi Storied Group Housing / Commercial complex, till such time said Multi Storied Group Housing / Commercial complex is handed over to the residents Welfare Society for its future maintenance.
31. That the passage, common area and common amenities of the Multi Storied Group Housing / Commercial complex shall always be available for use to the Owner-First Party, the Builder/Developer-Second Party, their transferees and assignees.
32. This BUILDERS/DEVELOPMENT AGREEMENT is exclusive to the Said Project and Plot and is not intended to create any general partnership, relationship of agency and/or joint venture between the parties. The relationship between the Parties shall be defined solely by this BUILDERS/DEVELOPMENT AGREEMENT alone. The Parties agree and confirm that this BUILDERS/DEVELOPMENT AGREEMENT is not an agreement for sale of the Said Plot by the Owner-First Party to the Builder/Developer-Second Party or to cause for its demarcation, sub-division or partition, nor can this BUILDERS/DEVELOPMENT AGREEMENT be construed or interpreted as such. The Builder/Developer-Second Party is given only a right to develop the Said Plot as a whole and/or as one single Project. As such, the aforesaid license to develop and construct is personal to the Builder/Developer-Second Party and under no circumstance the Builder/Developer-Second Party can assign its rights, obligations, and interest in the Said Project to any other third party.
33. That the Builder/Developer-Second Party after the execution of this BUILDERS/DEVELOPMENT AGREEMENT and post approval of plans, shall be entitled to secure any loan, advance, credit facility or financial arrangement that may be obtained and/or availed from any Bank, Financial Institution and/or NBFC and/or any entity for the purpose of the Project. However, the Builder/Developer-Second Party shall not pledge, mortgage, charge or create any encumbrance and/or lien or interest in the Said Plot, the Owner-First Party's share in the Total Built Up Area/ Saleable Area, Common Areas, facilities, and amenities and/or the gross proceeds received on booking

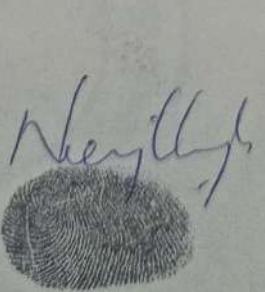
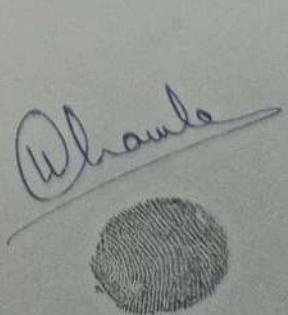
and/or sale of Owner-First Party share in the Total Built Up Area. All repayments for such loans and charges such as services charges and interest accruing from such loans shall be paid by the Builder/Developer-Second Party exclusively from its revenues and no part of its loan obligation shall be paid and / or borne by and/or passed on to the Owner-First Party. In any event, the Builder/Developer-Second Party further and before affecting the conveyance and registration of the Apartment/ Flat Units shall remove and/or discharge all such charges, liens and interest at its own cost and expenses and through its own funds.

34. At no point and after the plans are sanctioned by the local competent authority, should the Builder/Developer-Second Party deviate from the same. However, if there is any unauthorized construction and/or deviation contrary to the sanctioned plan then all or any fine or penalty/fee/fine to be imposed on the said building for any alleged deviation from the sanctioned plan, resulting in any excess construction of the super built-up area, shall be borne and paid by the Builder/Developer-Second Party alone.
35. The Developer shall provide repair and maintenance services as promised and remain liable to rectify and cure any structural defect or any other defect in workmanship, quality or provision of services or any other obligations as per the Agreement during the defect liability period and for compensation and damages upon failure to rectify such defects on time and as per promise.
36. That in the event of any question of difference or dispute arising in connection with or in respect of interpretation or scope of the BUILDERS/DEVELOPMENT AGREEMENT or any part thereof the same shall be referred to 3 Arbitrators, one each to be appointed by the Owner-First Party and the Builder/Developer-Second Party and the Third Arbitrator to be appointed by the aforesaid two Arbitrators and the decision of the arbitrators shall be final and binding on the Parties hereto. The provisions of Arbitration Act, 1996 shall be fully applicable to the arbitration proceedings. The place of arbitration shall be Allahabad now Prayagraj and the language shall be English/Hindi.
37. That it is specifically mentioned and made clear that during construction of the Multi Storied Group Housing / Commercial complex, the Owner-First Party including their heirs and legal representative, executors, nominees and assignees shall not be entitled to

interfere in any manner in the construction of the said Multi Storied Group Housing / Commercial complex and the construction work shall not be stopped in any circumstances even during pendency of the arbitral proceeding.

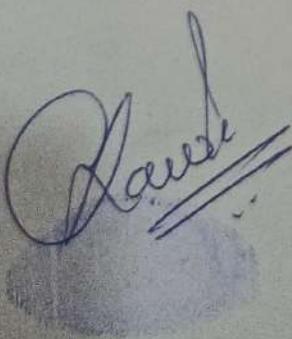
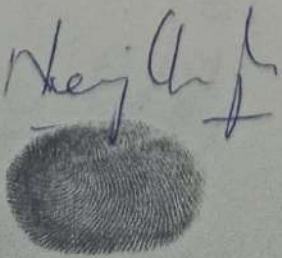
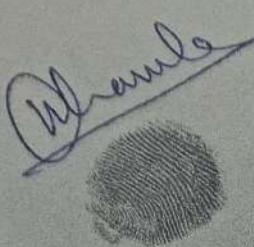
38. That after the said Multi Storied Group Housing / Commercial complex has been completed and occupied by the Owner-First Party, Builder/Developer-Second Party and or their assignees, agents, representative, licensees in whatsoever capacity, the cost of maintenance of the said Multi Storied Group Housing / Commercial complex (in all respects) will be shared by all i.e. the Owner-First Party, the Builder/Developer-Second Party and or their assignees, agents, representative, licensees in whatsoever capacity in proportion to the area in their possession.
39. That the Owner-First Party and the Builder/Developer-Second Party shall jointly decide the way by which the maintenance of the said multistoried residential complex shall be carried out and shall also decide the charges/rates or maintenance and the security deposit to be taken in this regard from the prospective purchasers/occupiers of the different units of the proposed "**Mahalakshmi Apartments**".
40. That the Owner-First Party and the Builder/Developer-Second Party shall be responsible to discharge all Liabilities related to GST, Income Tax or any other Statutory Dues arising out of the Sale of their respective Share of the property.
41. The Agreement shall be dissolved and/or terminated upon the happening of any of the following events:
 - (a) by mutual written agreement of Parties;
 - (b) in event the Said Plot is rendered unavailable for the development of the said Project due to any reasons beyond the control of the Owner-First Party or the Builder/Developer-Second Party after clearing the dues if any arises.
 - (c) any Parties are adjudicated insolvent and/or bankrupt;
 - (d) on expiry of approvals and/or consents or on failure of renewal thereof;
 - (e) in case the Builder/Developer-Second Party or the Owner-First Party breaches, defaults, or violates the terms and/or conditions of the Agreement, and not in consent with the Arbitrators

- (f) failure of a Parties to abide by key milestones / agreed dates including failure of the Builder/Developer-Second Party to procure approvals and/or sanction plans from competent authority within 6 months from the execution of this Agreement;
- (g) discovery of an impediment to development of the Project that a party believes is irresolvable;
- (h) if the Force Majeure events or circumstances continue for a period of more than 12 (Twelve) months at a stretch;
- (i) a Party's failure to perform its material obligations under the agreement including by funding the Project but (subject to notice and cure period 90 days);
- (j) on completion of Project and/or sale and/or realization of the whole apartments/ flats/ units so constructed.

If this Agreement either expires or is terminated, the Project shall be terminated and all the Parties' obligations under this Agreement shall no longer have force or effect. The Project shall be wound up. However, neither the dissolution and/or termination of the Agreement or discontinuance of Project, shall extinguish the accrued liabilities and claims liable to be discharged or affect the rights of any Allottee/ Purchaser of any Apartment/ Flat/ unit created therein. In such case both the Owner-First Party and the Builder/Developer-Second Party shall first return the entire amounts along with interest and compensation liable to be repaid to Allottees, for their respective shares of liability, in accordance with the terms and condition of the agreement to sale and in case the allottee wishes to withdraw from the Project due to discontinuance of the Project or if the promoter fails to give possession of the apartment/ plot. The rate of interest payable by the Developer to the Allottee shall be the State Bank of India highest marginal cost of lending rate plus two percent.

However further and if the dissolution, termination and/or discontinuance of the Project is on account of the breach and/or default of the Owner-First Party, then the Owner-First Party shall be liable for the loss or damages incurred by the Builder/Developer-Second Party and the Owner-First Party shall settle all the accounts with the Builder/Developer-Second Party. Whereas if the dissolution,

termination and/or discontinuance of the Project is on account of the breach and/or default of the Builder/Developer-Second Party or his agents of any term or conditions of this Agreement, then the Builder/Developer-Second Party shall be liable for the loss or damages incurred by the Owner-First Party. In such case, the The Owner-First Party shall further be entitled to terminate this Agreement and to forfeit all moneys paid under this Agreement; and on such termination, the license and permission given to the Builder/Developer-Second Party to construct and develop the Project Land/ plot/site shall stand revoked. The Builder/Developer-Second Party shall be entitled to take away and remove within 3 (three) months of such termination all buildings, structures and materials brought on the Said Project failing which the same shall belong to and vest in the Owner-First Party absolutely and the Builder/Developer-Second Party shall not be entitled to any compensation or damages in respect thereof.

Provided Always that neither the Builder/Developer-Second Party nor the Owner-First Party shall exercise the aforesaid right under this Agreement to terminate the same without first giving the other defaulting party a notice in writing specifying the breach or breaches of the terms and conditions of this Agreement or Applicable Law stated to have been committed and in respect of which the non-defaulting Party intends to exercise its right of termination of this Agreement. If despite such notice, the defaulting party fails to remedy or rectify such breach within a period of 90 Days and/or if the breach is incapable of cure and/or rectification, then the non-defaulting party shall exercise its right to terminate this Agreement and claim damages, compensations, and other reliefs.

Provided further that the Owner-First Party shall at all such times in event of default and on breach of this Agreement, have the right and option (but not obligation) to purchase the superstructure constructed by the Builder/Developer-Second Party and existing on the Project Land/ plot/site on the day and date of such default and/or breach. The notice of such option and/or right to purchase to the Builder/Developer-Second Party shall be given simultaneously with the notice of termination. The price for purchase of the existing superstructure constructed and developed shall be lower of the net book value and/or fair market value as determined by an approved government valuer and subject to a further mark down discount of 30%. Both the Owner-First Party and the Builder/Developer-Second Party shall cooperate in the appointment of the





valuer. As such the amount for purchase of rights in super structure, shall be payable within 45 days of exercise of such right and/or option to purchase. Further upon full payment of such monies the interest of the Builder/Developer-Second Party shall immediately vest in the Owner-First Party. The sale of such super structure pursuant to this option to purchase shall be in addition to and not in substitution for any other right and remedies available in law and as per agreement including for damages, indemnity, and other relief not inconsistent therewith.

42. That the terms and conditions of this BUILDERS/DEVELOPMENT AGREEMENT executed by the parties hereto, shall be binding on the heirs and successors and representatives of the both the parties hereto.
43. That the expenses in regard to the stamps etc. of this Builders BUILDERS/DEVELOPMENT AGREEMENT have been borne by the Builder/Developer-Second Party. The Stamp duty of this sale deed has been paid through e-Stamp vide certificate No. IN-UP37504405919210V having serial No. RD0002190132 dated 17-06-2023 for Rs. 18,82,600.00/- has been paid.

SCHEDULE OF PROPERTY

A piece of land admeasuring 1582 sq. mtrs. for ground coverage out of total land 5792 sq. mtrs. of Arazi No. 43 , 800 sq. mtrs. of Arazi No. 41/1 situated at village Chak Dondi, Pargana Arail, Teshil Karchana, Distt. Allahabad now Prayagraj, having House No. 536/221 Mohalla Chak Dondi Allahabad now Prayagraj beneath the proposed building "Mahalakshmi Apartments" for construction and consolidated boundary is given below :

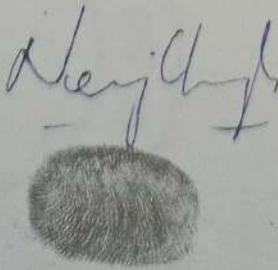
BOUNDARY

East: - 8 feet wide Road

West: - 40 feet wide Road

North: - Other's Property

South: - Ram Leela Park (Maidan) and 60 feet wide Naini Railway Feeder Road

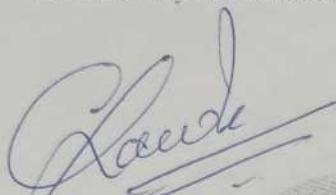




Valuation of Property for the Purpose of the payment of the Stamp Duty

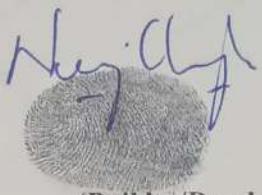
Area 1582.00 Sq. Meter, Value of land @ Rs. 17,000/- per Sq. Meter = **Rs. 2,68,94,000/-**

Stamp of Rs. 18,82,600.00/- is payable on Rs. 2,68,94,000/- as per U.P. Government.

IN WITNESS WHEREOF the parties hereto have signed and set their hands on the day, months and year first above-mentioned in the presence of witnesses.



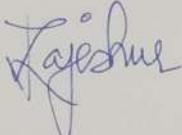
(Owner-First Party)

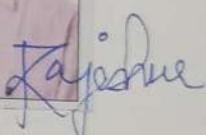




(Builder/Developer-Second Party)

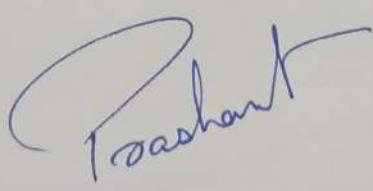
Witnesses: -

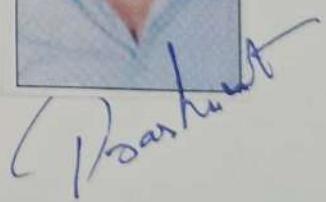
1. **Raj Rajeshwar Gupta**
 S/o Shri Rajesh Kumar Gupta
 R/o 21/19 Mayo Road Prayagraj
 AADHAR No. 2150-6455-5421
 Mob No. 8756612732
 Occupation: Business

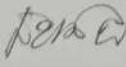


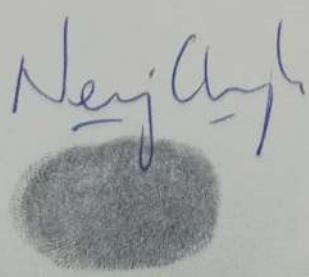


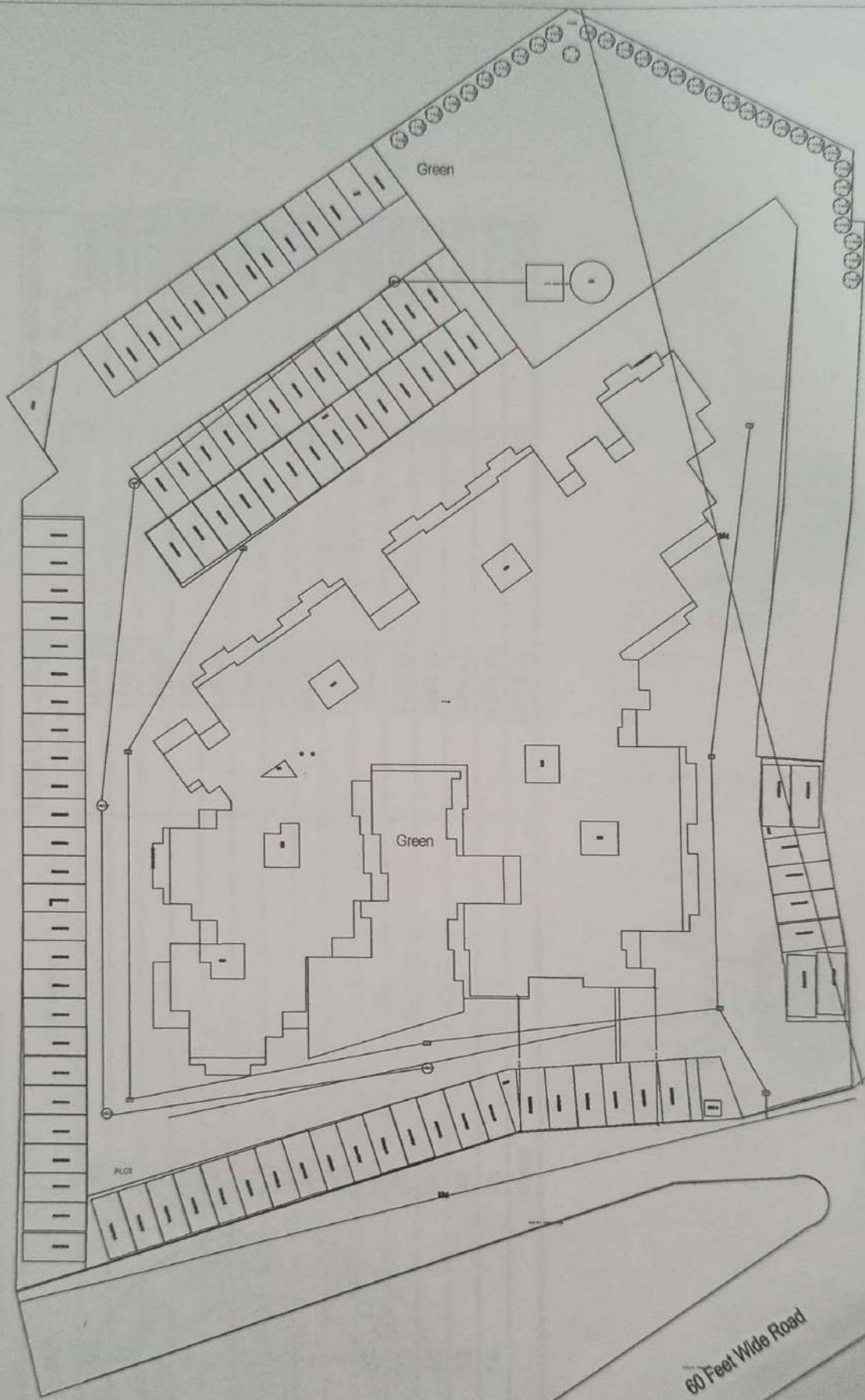
2. **Prashant Gupta**
 S/o Ramesh Chandra Gupta
 R/o 235 CA Apartments, Paschim Vihar Delhi
 AADHAR No.4989-7012-7962
 Mob No. 9910301290
 Occupation: Business





Drafted by:  Danish Shakil, Advocate
 Typed by:  Ashutosh Kumar Srivastava

SITE PLAN

60 Feet Wide Road

David

Muglietta

Albano

Total Saleable Area of Project		233104.91	Sq. Feet	Super Built-up Area (Sq.ft)	No. of Units	Super Built-up Area (Sq.ft)
1	A1	1534.11	13	19943.38		
2	A2	1415.92	13	18406.94		
3	B1	1300.23	13	16903.05		
4	C1	1142.24	13	14849.13		
5	C2	1142.24	13	14849.13		
6	C3	1142.24	12	13706.89		
7	D1	1430.51	13	18596.67		
8	D2	1430.51	13	18596.67		
9	E1	1455.68	13	18923.90		
10	F1	1456.89	13	18939.57		
11	F2	1142.11	13	14847.39		
12	F3	1142.11	13	14847.39		
13	F4	1142.11	13	14847.39		
14	F5	1142.11	13	14847.39		
Total		18019.01	181	233104.91		

MAHALAKSHMI APARTMENT

CHAKDUNDI, NAINI, PRAYAGRAJ

Specifications

Living/ Dining/ Passage/ Lobby

Floor	Larger Size 800x800 /Double Charged Nano Polished Vitrified Tiles or 1200x600 GVT tiles.
Walls	Acrylic emulsion paint on Birla/JK wall putty punning on P.O.P base.
Ceiling	Acrylic Emulsion paint with POP cornices with limited false ceilings.

Bedrooms

Flooring Master Bed	Double Charged Nano Polished Vitrified Tiles/GVT of size 600 x 600.
Flooring Bedrooms	Double Charged Nano Polished Vitrified Tiles/GVT of size 600 x 600.
Walls	Acrylic emulsion paint on Birla/JK wall putty punning on P.O.P. Base.
Ceiling	Acrylic Emulsion paint with POP cornices.

Kitchen

Walls	Tiles up to 2'-0" above counter and Acrylic Emulsion paint in the balance area.
Floor	Anti-Skid Vitrified Tiles / Double Charged Vitrified Tiles.
Ceiling	Acrylic Emulsion paint with POP Cornices.
Counter	Granite Working Top.
Fittings / Fixtures	CP fittings of Jaquar with CPVC pipes and Single bowl SS Sink.
Kitchen Appliances	Fully Equipped Modular Kitchen with 3Bumer Cook top, Chimney, RO water filter system of a Pureit.

Balcony

Floor	Anti-Skid Tiles Vitrified Tiles
Ceiling	Exterior paint.
Railings	Steel Decorative Railings.

Toilets

Walls	Combination of Tiles up to door level and Acrylic Emulsion paint in the balance area.
Floor	Anti-skid Ceramic Tiles
Ceiling	Acrylic Emulsion paint
Fixtures / Accessories	Towel rail, Soap dish, glass shelves and Mirror of standard make.
Sanitary ware/ CP	Single Lever CP fittings, Wash Basin Table Top& WC wall hung, Health.
Fittings	Faucet/jet, of Jaquar/ Hindware/ Varmora.
Plumbing	CPVC piping for hot and cold-water supply inside the toilets & UPVC pipes for stacks.
Fire Fighting System	Fire Fighting System as per NBC 2016 norms.

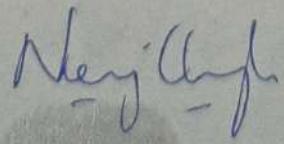
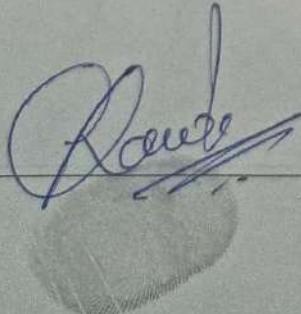
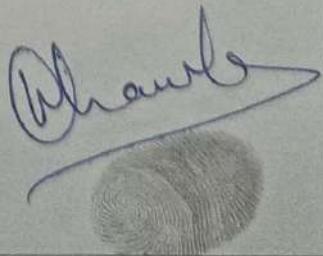
Structure **Earthquake Resistant RCC Framed Structure Designed by Qualified Structural Engineers.**

Doors

Internal Door	35mm thick 7'-0" height Painted Hardwood frame with pre Laminated doors With Godrej Mortise Locks and Stainless Steel Hardware.
Main Entrance Door	40 mm thick 8'-0" Polished Hardwood Frame with Prelaminated Doors with Godrej Mortise Locks and Stainless Steel Hardware.
<u>External Glazing's</u>	
Windows / External	Energy Efficient, Sound insulating glass units with – Plain glass glazing Aluminum/UPVC heavy sections floor to ceiling height windows.
External Elevation	Weather Proof External Paints.
Electrical Fixtures/	Modular switches with copper wiring.
Fittings	Led light fittings with all the piping only and wiring for AC.
Security System	Secured Gated Community with access Control at Entrances with Security system along with C.C. Camera and EPABX systems for internal Communication.

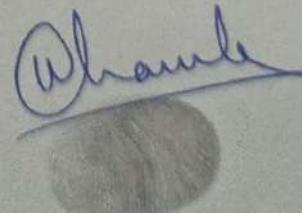
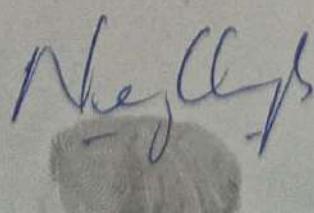
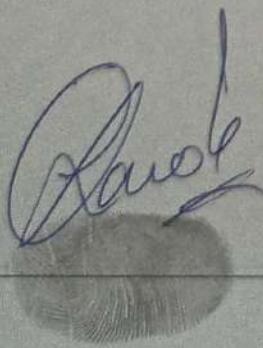
Staircases

Floor	Granite/Marble with combination of Iron & steel railings
Walls	Acrylic Emulsion paint


Nejil
Bhawna


Salient Features

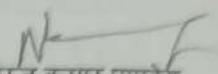
- Prayagraj Development Authority (P.D.A.) Approved & RERA Registered.
- Earthquake Resistant R.C.C Framed Structure Designed by Qualified Structural Engineers.
- Fire Fighting equipment as per National Building Code (NBC) 2016.
- Rain Water harvesting.
- Single Gated Entry with security systems, close circuit cameras along with EPABX System.
- 24X7 Security Intercom Facility for extra Security.
- 2 and 3 B.H.K. Spacious Luxury High End Finished Semi Furnished Smart Flats.
- Complete Equipped Modular Kitchen with Cooktop, Smoke Chimney & R.O. Water Filter.
- 7 Feet High 35mm thick internal doors and 8' Feet high 40mm thick Decorative external Main Door.
- Big Heavy Duty Aluminum /UPVC Windows From floor to Ceiling Height.
- Inverter wiring in Full Flat.
- Copper piping for Air Conditioning provided in all flats and 3 or 4 Star Split Air Conditioners available on additional attractive prices.
- Lifts: Gear less High Speed Automatic Door for passenger & Separate service Lift in block.
- Full Power Backup for Common area & Lift & Parking area .
- Reception Area/ Waiting Lounge for Visitors.
- More Than 70% open Area.
- Parks & Swimming Pool.
- Basement & Stilt Reserve Parking for Residents and Visitors.
- EV Charging point optional on Additional charges.



आवेदन सं.: 202300892007472

बही संख्या । जिल्द संख्या 8385 के पृष्ठ 307 से 364 तक क्रमांक 6137 पर दिनांक 19/06/2023 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


नीरज कुमार पाण्डेय
उप निवंधक : कर्छना
प्रयागराज
19/06/2023

