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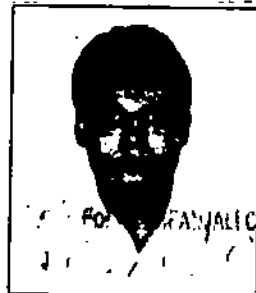
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उत्तर प्रदेश UTTAR PRADESH

E 087620

E 087620



For Ratan Housing Development Limited

(Dhananjay Tiwari)  
Authorized Signatory**BUILDER AGREEMENT**

:: OM ::

NAME OF OFFICE

: Sub-Registrar, Bilhaur, Kanpur  
Nagar

DATE OF PRESENTATION

: 6/Aug. 2014 - 27-9-2014.

DATE OF EXECUTION

: 31<sup>st</sup> July, 2014

NATURE OF DOCUMENT

: Builder Agreement

**SHORT DETAILS OF DOCUMENT**

1. Type of Land

: Agricultural

2. Place

: Village Baidani, Mandhana, Kanpur  
Nagar.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

  
Director/Auth. Signatory

For Ratan Housing Development Limited

  
(Dhananjay Tiwari)  
Authorized Signatory

कोलकाता नगर

1947

क्रमा संख्या (126) ..... टांकप का पत्रिका

मूल्य २०११-१२ का अनुमानित व्यय २५.००० / १५ → १००० / १

नाम M/S Rtdg. Housing ..... 3.55.000.  
पिता/पति का नाम Bank Prasad etc.

पता 7/20, 1st floor

दिनांक 20/2/14..... कक्षा ८

उत्तरांचे 101,12500/-

10,000/- 20/- 10020/- 800

1-20-10020- 800  
जन. जे. म. निवारी ५० आर. सी. निवारी  
निवारी 113/ 70 स्व. रूप गाव

श्री. निवासी. 113/20  
पैसा. कानपुर नगर ने यह लेखपत्र प्रस्तुत किया.  
जिसे कानपुर नगर ने प्राप्त किया. 27-9-14  
श्री. इसे के.ए. प्रस्तुत किया।

को. .... बने के लिये प्रस्तुत किया।

कर्म निमित्त-  
व्यापार

27.9.14

किसी व्यक्ति का विवरण

[illegible]

100-443887-100

मनाज सिंह २/१० अडबद सिंह नि. ७/४५ लोका वेल्स तिलक ग  
नामी गद शरा मधिरुता हस्ताक्षर वेल्स इका हद जा

नामही नगर पर। कश्चित् एकादशो वैपरी इत्यादि ७०

मि० वजि० लालिप 24 अक्टूबर 2007 पर भोमबेरी लालवेमर

नाना ७० पक्ष व अपने अपने तिवारी दाना हस्तासुरे अधिकृत

वतन हांडीगा इपलप फेट सि 113/70 फ्यकप गग नो ग डि 485 =

रतन हांडोहा इन्फ्लेक्शन 113/70 स्क्रिप्ट नं. 113/70

भाग 1  
(प्रतिवेकता अथवा प्रार्थी द्वारा रखा जाने वाला)

लेखा या प्रार्थना पत्र प्रस्तुत करने का दिनांक

लेखा का प्रकार

निष्पादक का नाम

तिफल की धनराशि

1) रजिस्ट्रीकरण शुल्क

2) प्रतिलिपि करण शुल्क

3) निरीक्षण या तलाश शुल्क

4) मुख्तारनामा के अधिप्रमाणी करण के लिए शुल्क

5) कमीशन शुल्क

6) विविध

7) यान्त्रिक भत्ता

से ६ तक का योग

शुल्क वसूल करने का दिनांक

दिनांक जब से लेख प्रतिलिपि या तलाश प्रमाण-पत्र वापस करने

लिए तैयार होगा

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक बिल्हौर





उत्तर प्रदेश UTTAR PRADESH

E 087621

E 087621

(2)

3. Khata No. : 00080
4. Area of Land : 2.8370 Hect.
5. Arazi Nos. : Arazi No.719 admeasuring 0.4000  
Hect., 726, admeasuring 0.2050  
Hect., 727 admeasuring 0.2770  
Hect., 728 admeasuring 0.0610  
Hect., 729 admeasuring 0.8600  
Hect., 730 admeasuring 0.5220 Hect.  
and arazi No.746 admeasuring  
0.5120 Hect. total admeasuring  
2.8370 Hect. all situated at Village  
Baidani, Tehsil, Pargna Bilhaur, Distt.  
Kanpur Nagar.

6. Width of Road : N.A.

7. Boundaries of Arazi No.719,  
726, 727, 728, 729, and 730

East : Agricultural land of Arazi No.743, 744 and 746

West : Agricultural land of Arazi No.743, 744 and 746

North : Agricultural land of Arazi No.718 and 731

South : Agricultural land of Arazi No.720, 725 and 748

For PUSHPANJALI CITY PLANNERS PVT. LTD.

Director/Auth. Signatory

For Ratan Housing Development Limited

(Dhananjay Tiwari)  
Authorised Signatory

कोषाग्र नगर

000 टाक्य

क्रम संख्या (126) टाक्य का प्रकार  
मूल्य रु० टाक्य का मूल्य रु० 355,000/-  
नाम  
पिता/पति का नाम  
पता  
दिनांक 20/7/14 कस्ताकर

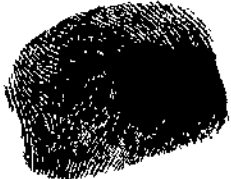


विजय लाल 20/7/14 के अंत  
125 मा-355,000/- नो नो  
महेश कुमार किवेंडा  
किन्हाल

Manoj Sengupta

मोहन

Vijay Laxmi



कोषाग्र नगर पंचायत  
विजय लाल किवेंडा

22-9-14



उत्तर प्रदेश UTTAR PRADESH

E 087622

E 087622

(3)

7.1 Boundaries of Arazi No.746,

East : Agricultural land of Arazi No.745

West : Agricultural land of Arazi No.727 and 728

North : Agricultural land of Arazi No.744

South : Agricultural land of Arazi No.747, and 750

NUMBER OF FIRST PARTY : One

NUMBER OF SECOND PARTY : One

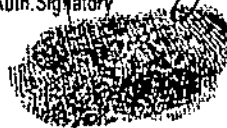
NAME OF THE FIRST PARTY :

M/s. Pushpanjali City Planners Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956 and having its registered office at 312, Anandpuri, Kanpur, through its authorised Signatory Mr. Manoj Singh S/o Shri Akbar Singh R/o Flat No.404 Leela Palace, 7/85, Tilak Nagar, Kanpur, duly authorized by the board of Directors vide resolution dated 28-07-2014.

Pan No.:AAFCP1367B

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Singh*  
Director/Auth. Signatory



For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory



कोषालय नगर

स्टाम्प



क्रम संख्या (36) स्टाम्प का मूल्य

मूल्य रु 0 स्टाम्प का मूल्य 35000/-

नाम

पिता/पति का नाम

पता

दिनांक 20/2/14 स्टाम्प

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उत्तर प्रदेश UTTAR PRADESH

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E 087623

(4)

NAME OF THE SECOND PARTY:

M/s. Ratan Housing Development Limited, a Company duly incorporated under the Companies Act, 1956 and having its registered office at 113/70, Swaroop Nagar Kanpur, through its authorized Signatory Mr. Dhananjay Tiwari C/o 113/70, Swaroop Nagar, Kanpur Nagar, vide its Board of Director's meeting dated 02-07-2014.

PAN NO.:- AACCR6099R

DETAILS OF PROPERTY HEREBY DEVELOP:

1. Place : Village Baidani, Mandhana, Kanpur Nagar.
2. Details of Arazies : Arazi No.719 admeasuring 0.4000  
Hect., 726, admeasuring 0.2050  
Hect., 727 admeasuring 0.2770  
Hect., 728 admeasuring 0.0610  
Hect., 729 admeasuring 0.8600  
Hect., 730 admeasuring 0.5220 Hect.  
and arazi No.746 admeasuring 0.5120 Hect. total admeasuring 2.8370 Hect. all situated at Village Baidani, Tehsil, Pargna Bilhaur, Distt. Kanpur Nagar.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

Director/Auth. Signatory

For Ratan Housing Development Limited

(Dhananjay Tiwari)  
Authorised Signatory

कोलार जिला नगर

स्टाम्प

क्रम संख्या

122

स्टाम्प का मूल्य

मूल्य रु.0

स्टाम्प का मूल्य

35.000/-

नाम

पिता/पति का नाम

पता

दिनांक

28/7/14

कोलार



085853





उत्तर प्रदेश UTTAR PRADESH

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DETAILS OF PAYMENT OF STAMP DUTY :

- 1) Land rate fixed by D.M. : Rs.25,00,000/- Per Hect.
- 2) Area of Land : 2.8370 Hect.
- 3) Total market value of land : Rs.70,92,500/-
- 4) Stamp duty payable : Rs.3,54,625/-
- 5) Stamp duty paid : Rs.3,55,000/-

**Note :** The subject land has been valued as per rate given in Praroop-4, Page 282 of the D.M. Circle rate list.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sangam*  
Director/Author. Signatory



For Ratan Housing Development Limited

(Dhananjay Tiwari)  
Authorised Signatory



कोषागार नगर

पोस्टागार

क्रम संख्या (176) स्तम्भ का प्रकार  
मूल्य ..... स्तम्भ का मूल्य रु 25.000  
नाम .....  
पिता/पति का नाम .....  
पता .....  
दिनांक 20/11/2024 स्तम्भ 2



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उत्तर प्रदेश UTTAR PRADESH

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THIS BUILDER AGREEMENT is made at Kanpur on this 31<sup>st</sup> day of July, 2014.

BETWEEN

M/s. Pushpanjali City Planners Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956 and having its registered office at 312, Anandpuri, Kanpur, through its authorised Signatory Mr. Manoj Singh S/o Shri Akbar Singh R/o Flat No.404 Leela Palace, 7/85, Tilak Nagar, Kanpur, duly authorized by the board of Directors vide resolution dated 28-07-2014, (hereinafter referred to as the 'FIRST PARTY, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its officials, representatives, assignees, nominees, liquidators etc.) of the One Part.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Singh*  
Signature  
Authorized Signatory

For Ratan Housing Development Limited

*Ratan Tiwari*  
Signature  
Authorized Signatory

कोटा नगर नगर

स्टाम्प

क्रम संख्या

126

स्टाम्प का प्रकार

मूल्य रु०

रजिस्ट्रार स्टाम्प रु० 350.000

नाम

पिता/पति का नाम

पता

दिनांक

29/11/85

C



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उत्तर प्रदेश UTTAR PRADESH

E 087626

E 087626

(7)

AND

M/s. Ratan Housing Development Limited, a Company duly incorporated under the Companies Act, 1956 and having its registered office at 113/70, Swaroop Nagar Kanpur, through its authorized Signatory Mr. Dhananjay Tiwari S/o Mr. R.C. Tiwari C/o 113/70, Swaroop Nagar, Kanpur Nagar, vide its Board of Director's meeting dated 02-07-2014, (hereinafter referred to as the 'SECOND PARTY', which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its officials, representatives, assignees, nominees, liquidators etc.) of the Other Part.

PREAMBLE

The First Party is the absolute owner of agricultural Arazies No.719 admeasuring 0.4000 Hect., 726, admeasuring 0.2050 Hect., 727 admeasuring 0.2770 Hect., 728 admeasuring 0.0610 Hect., 729 admeasuring 0.8600 Hect., 730 admeasuring 0.5220 Hect. and arazi No.746 admeasuring 0.5120 Hect.

For PUSHPANALI CITY PLANNERS PVT. LTD.

Director



For Ratan Housing Development Limited

(Dhananjay Tiwari)  
Authorized Signatory



कोरगांव नगर

050055

क्रम संख्या

154

पिता का नाम

मूल्य रु०

3,54,000

नाम

पिता/पति का नाम

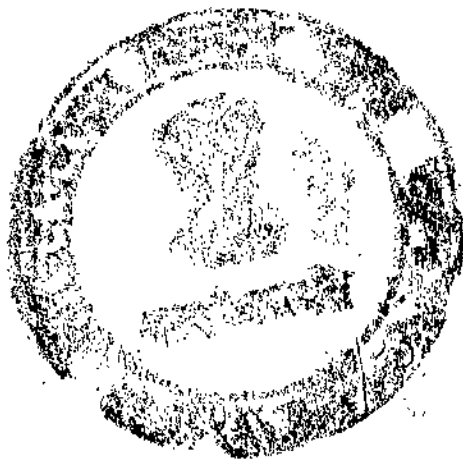
पता

दिनांक

28/2/14



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उत्तर प्रदेश UTTAR PRADESH

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(8)

total admeasuring 2.8370 Hect. all situated at Village Baidani, Tehsil, Pargana Bilhaur, Distt. Kanpur Nagar, which was purchased from its erst while owner M/s. Geetika Seeds Pvt. Ltd. having its Regd. Office at 312, Vikas Nagar, kanpur, through its Director Mr. Praveen Kumar Mishra, vide sale sale deed dated 21-04-2010, aforesaid sale deed is duly registered in the Office of Sub-Registrar Bilhaur, Kanpur in Book No.I Volume No.1952 at pages 291 to 320 at serial No.2051 on 21-04-2010, aforesaid land is the "subject land" morefully described in Schedule-A of this Builder Agreement which to be developed by the Second Party, subject to the terms and conditions enumerated herein. below:-

1. In the present global scenario in order to contribute in the planned development of city as per master plan of Kanpur Development Authority and guide lines of the State Govt.. The Second party is agree to carry out the development in the subject land.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sengupta*



For Ratan Housing Development Limited

*(Chhannanjoy Tiwari)*  
Authorised Signatory

कोलकाता नगर

क्र.सं. (126) स्टांप का प्रकार...

मूल्य रु. 3.50/-

नाम.....

पिता/पति का नाम.....

पता.....

दिनांक 20/2/14



E 087857





उत्तर प्रदेश UTTAR PRADESH

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(9)

2. The Second Party represented itself, as reputed Builders and developers, having vast experience in the construction activities and establishment of town ship.
3. THE FIRST PARTY is carrying on agricultural activities over such land. However in consideration of future prospect and in order to contribute in the planned development of the Kanpur City, the FIRST PARTY is desirous to develop their land as per norms prescribed by the Kanpur Development Authority.
4. THE FIRST PARTY has declared that their title and possession over the land is absolute and clear in all respect and has not been charged or restricted by any Court of Law, Revenue Court, Tax Authorities etc.. The first party jointly and severally indemnify to the second party and take all responsibility regarding title of land and compliances of other terms of this Builder agreement.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Singan*



For Ratan Housing Development Limited

(Dhananjay Tiwari)  
Authorised Signatory



कलेक्टर कार्यालय, श्रीनगर

दस्तावेज

क्रम संख्या 126  
मूल्य रु. 100/-  
नाम  
पिता/पति का नाम  
पता  
दिनांक 20/2/14



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उत्तर प्रदेश UTTAR PRADESH

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(10)

5. The First Party do hereby jointly and severally covenants and declare that the subject property of the Builder Agreement is free from all encumbrances, charges, claims and / or liens of every sort and description whatsoever. The First Party has full, absolute and unrestricted right, title and authority to enter into this Builder Agreement, with the Second Party. The subject land is neither acquired nor is under the process of acquisition by any Statutory Authorities or Kanpur Development Authority.
6. The First Party has accepted the proposal of the Second Party for the Development of subject land as per sanctioned D.P.R./layout by the Kanpur Development Authority. As per present master plan of K.D.A. the land use of subject land is educational and other allied purposes. Both parties have agreed to develop the subject land, subject to terms and conditions settled mutually between the parties to this Agreement as enumerated herein below.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Monal Sangma*



For Ratan Housing Development Limited

*Anan Jay Tiwari*

(Anan Jay Tiwari)  
Authorized Signatory



कोलकाता नगर

स्टाम्प

कम संख्या 126 000000

मूल्य रु०

मूल्य रु० 355.000/-

नाम

पिता/पति का नाम

पता

देनांक 22/7/14 इस्तेमाल 2



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उत्तर प्रदेश UTTAR PRADESH

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(11)

DEFINITIONS:

- (i) **Subject Land:** approx. 2.8370 Hect. of land situated in Baidani, (Mandhna), Kanpur Nagar. The present use of subject land is agricultural.
- (ii) **Intended Objects:** to develop the subject land as per D.P.R. prepared by the Second Party in consonance with the master plan of K.D.A., after sanction of DPR/Layout the existence of agricultural arazies became extinguished and merged with the plot allocated as per Layout plan.
- (iii) **Force- Majure :** means natural calamity, operation of law, riots, shortage of materials and obstructions in the construction due to unavoidable and unforeseen reasons.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Monali Singh*  
Director/Author Signatory



For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory



कोलकाता नगर

स्टाम्प

क्रम संख्या 126

पत्रिका का नाम

मूल्य रु. 0.00 दरिद्रता स्तम्भ 000 345.000

नाम

पिता/पति का नाम

पता

दिनांक 20/2/17



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उत्तर प्रदेश UTTAR PRADESH

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(12)

- (iv) **Salable Area :-** Builtup area of Township Projects i.e. Educational Hub, College, Hostels, University, Sports, completion of global standard and other allied constructions raised as per Master Plan of Kanpur Development Authority excluding the area consumed in roads, park and other all public utilities.
- (v) **Respective Share :**
- Land owner/First party – 33% of the total salable area of the Project
  - Builder/Second party - 67% of the total salable area of the Project.
- (vi) **City development charges :** To purchase additional FAR as per guide lines of State Government.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Moneysengupta*  
Director/Auth. Signatory



For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory

कोटा नगर

टाम्प

क्रमांक (126) टाम्प का पत्र  
मूल्य रु० ..... टाम्प का रु० 3,50,000 =  
नाम .....  
पिता/पति का नाम .....  
पता .....  
दिनांक 30/7/14 ..... टाम्प का



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उत्तर प्रदेश UTTAR PRADESH

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(13)

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. CONTRACTUAL OBLIGATION AND RIGHTS OF FIRST PARTY:-

- 1.1 That the first party has handed over peaceful and vacant possession of the subject property to the second party by virtue of this Builder agreement.
- 1.2 That the first party will sign, on/over the relevant papers, applications, affidavits, Bond, etc. to be filed before the Kanpur Development Authority for determination of betterment charges, prepare of D.P.R. layout, a per Master plan at the request of the Second party, for convenience sake the first parties will execute power of attorney in favour of second party for carrying out said development. To obtain 143 under UP 2-970- from C.D.M.

*Manoj Sengupta*

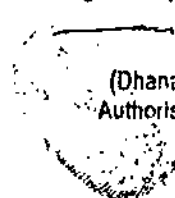
For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sengupta*  
Director/ Auth. Signatory



For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory



कोटा नगर

स्टाम्प

क्रमांक

156

स्टाम्प का मूल्य

मूल्य

₹ 100/-

₹ 100/-

नाम

पिता/पति का नाम

पता

दिनांक

20/2/14

हस्ताक्षर



E 087835



उत्तर प्रदेश UTTAR PRADESH

E 087633

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(14)

- 1.3 That entire betterment charges, city development charges levied by Kanpur Development Authority in respect of subject land in any farm or nature will be payable by the first party. However it has been mutually agreed that second party will deposit the same with K.D.A. on behalf of first party and subsequently will realize the entire amount incurred on the above heads, from the first sale of the first party's share and after complete realization thereof, the sale proceeds of saleable area of the first party will be divided in the ratio of 33% and 67% as agreed above. The map sanction charges of the township project will be borne by the second party.
- 1.4 That in case of any intervention from the outsider or any one on behalf of first party is made in the subject land, on account of which any kind of monetary losses or obstructions in the township project is caused, it will be sole responsibility of the first party to tackle it at his own cost and resources.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sanghvi*  
Director/Authorized Signatory



For Ratan Housing Development Limited

*Manoj Tewari*  
Authorized Signatory



कोलकाता नगर

स्टाम्प

क्रमांक 126 स्टाम्प का मूल्य

मूल्य 250 स्टाम्प का मूल्य रु 3.55.0000

नाम

पिता/पति का नाम

पता

दिनांक 20/5/14 कस्तानर ९



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उत्तर प्रदेश UTTAR PRADESH

AW 650117

AW 650117

(15)

- 1.5 That the First Party will pay all dues or liability in respect of subject land up to date of execution of this agreement. In case any kind of dues, taxes are discovered to be unpaid in future it will be joint and several responsibility of the First Party to pay it on demand to the statutory bodies.
- 1.6 That the First Party assures and covenants to the second party that till date the subject property is not attached by any authorities. However, in future, if any financial liability of First Party arises, it will be realized from First Party's share in the project belonging to the First Party, in no case any portion of such demands of any authority pertaining to any statutory dues, against First Party, will be recoverable from the share of the second party.
- 1.7 That the First Party hereby undertake with regard to perfect, good marketable title over the subject land with the assurance that the First Party has not been restrained by any court order or income tax department or otherwise to enter into this Builder Agreement.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sengupta*  
Director/Auth. Signatory

For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory

कोषागार काबपूर बमर

अवरल-सुदाम

कम संख्या (156) स्वयं का प्रकार

मूल्य रु० ३५८.०००/-

नाम

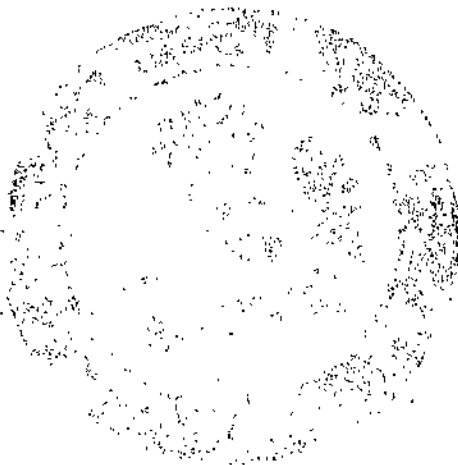
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- 1.8 That the first party shall have privileges to assign, transfer their 33% share in the project land together with all obligations as contained in this Builder agreement to the person/company of their choice provided a written consent/approval to be obtained from the second party, prior to such assignment or transfer.

**2. CONTRACTUAL OBLIGATIONS AND RIGHT OF THE SECOND PARTY**

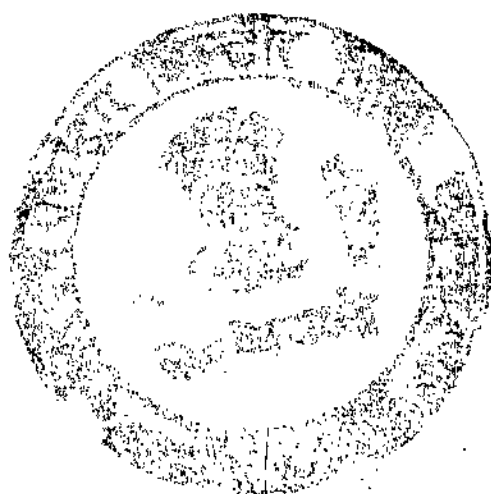
- 2.1 After deposit of betterment and city development charges or any other charges over the land in any form, the SECOND PARTY will submit D.P.R. and Layout before the Kanpur Development Authority and will carryout development of the township project as per sanctioned DPR (layout)
- 2.2 The SECOND PARTY shall have absolute rights to make bigger block of land by merging the proposals of other land owners who are desirous for similar development to have bigger local area development and advantageous sub-town planning, in such case the second party shall be empowered to submit revised D.P.R. or Layout for the area merged in the project.
- 2.3 That as per present norms 45% area of land under lay-out is required to be used for roads, parks and other public utilities and 55% area of land under lay-out is available for constructions for establishing the Educational Hub, Universities, Sports, complex, coaching centers, school, hostels etc. and other uses as per Master Plan of K.D.A. or to be mutually decided between the parties.
- 2.4 That the sole selling rights of the entire township project vest upon the second party and after adjustment of betterment charges, city development or other charges pertaining to the subject

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sengupta*  
Director/Authorised Signatory  


For Ratan Housing Development Limited

*(Signature)*  
(Dhananjay Tiwari)  
Authorised Signatory



land in any form & misc. expenses, the sale proceeds will be divided in the ratio as contemplated in this Builder Agreement.

- 2.5 That as per contract, the second party shall develop the subject land as per D.P.R. and Layout plan, however if some prominent buyers insist for open plots, with mutual consent of both parties open plots maximum upto 15% of the total area of the township project can be sold out and proceeds will be divided the same ratio.
- 2.6 That the second party shall be entitled and empowered to obtain financial assistance from any bank or financial institution by creating equitable mortgage by deposits of title deeds of the project, it will be sole and exclusive responsibility of the second party to pay off and clear the outstanding at its own resources the first party shall have no concern and 33% share of the first party in the project will be intact and untouched by the mortgagor Bank/financial institutions. Further it has been agreed that if any consent or compliance for obtaining such financial assistance is required, first party will sign relevant papers for obtaining finance not withstanding above, only by virtue of this Builder Agreement, the second party is entitled to create equitable mortgage in any Bank.
- 2.7 In pursuance of said contracts and consideration to develop the township out of its own funds and resources, and in lieu thereof, the second party will have absolute ownership right with regard to 67% share of salable area and to get the sale proceeds of its share and further shall be empowered to recover the amount deposited in K.D.A. towards betterment and development charges or any other charges pertaining to the land for and on behalf of first party, hence till such amount is realise the second party shall have lien in the salable area of first party share upto that extent.

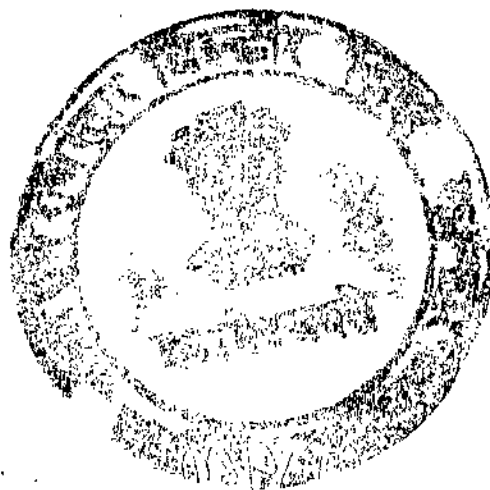
For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Serrano*  
Director/Authorised Signatory



For Ratan Housing Development Limited

*(Signature)*  
(Dhananjay Tiwari)  
Authorised Signatory



- 2.8 That the intended development shall be carried out by the Second party, or its group of companies or Associates. For getting the technical know how, the second party shall be entitled to enter into any collaboration or form a consortium in its lead membership, for carrying out the object of this Builder agreement, together with undivided share in the land.
- 2.9 That the sole selling, booking rights of the project vest upon the second party, and sale proceeds of the first party share will be divided after adjustment and betterment charges, CDC & other charges pertaining to the land and other expenses in the agreed ratio, the price of saleable area will be decided mutually. The account will be settled on monthly basis.
- 2.10 The second party will be fully empowered to advertise, display sign boards, publish the projects in any manner whatsoever and to book, sell the township project, Colleges, School buildings, space, Hostels and other salable area of the Project, the second party shall be entitled to receive the earnest money, sale consideration from the prospective purchasers.
- 2.11 The SECOND PARTY shall be empowered to levy maintenance charges in respect of the saleable area sold to the prospective buyers for the purpose of maintaining the roads, park and other common utilities which will be made available in the Project and will be empowered to transfer the maintenance to the outside agency for carrying out these objects.

3. **PERIOD FOR COMPLETION OF PROJECT**

- 3.1 Subject to fulfillment of following conditions the second party undertakes to complete the construction of the project within 10 years in two phases 5 + 5, after fulfillment of following conditions.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sengupta*  
Director



For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory





- a) To get a demand letter for determination of betterment charges, city development charges or other charges pertaining to the land from Kanpur Development Authority.
- b) To get the D.P.R., layout sanctioned from the Kanpur Development Authority.
- c) After exchange of land from Gaon Sabha falls in the township project and to purchase or exchange the land of the co-owners of arazies falls with the limit of the project and to make the compliance of other obligations as contained in clause 4.9 and 4.10 of this Builder Agreement.
- d) To ensure the uninterrupted possession of land in a single plots without involvement of Gaon Sabha land or interest of any co-owner upto satisfaction of the second party.

with the mutual consent of the parties, said period for completion of project will be extended. Any delay in carrying out the construction due to force majeure, or lack of statutory sanctions required for development of land the period shall not be taken into account, while, calculating the period of completion of project, the effected period shall be considered as idle period.

- 3.2 In case of any dispute with regard to the title of the First Party or due to other impediment caused by the First Party or statutory rider, the second party is unable to carry out the construction of the project, the effected period in the dispute will not be considered. Apart from it, the second party will have lien and right to retain and utilize the constructed portion of the subject land, to the extent of the amount and other incidental expenses incurred in the said project/township.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Saxena*  
Director/Authorized Signatory

For Ratan Housing Development Limited

*(S. Narwanjay Tiwari)*  
Authorized Signatory



4. GENERAL

- 4.1 By virtue of this Builder Agreement, the second party is empowered and authorized to submit any applications, letters, bonds, affidavits, etc. pertaining to approval, sanction and other activities with regard to the development at site and completion of the project and Second party by virtue of this agreement in dual capacity the Second Party shall be fully empowered and entitled to execute agreement to sells, sale deeds or any other convincing document in favour of prospective purchaser.
- 4.2 That if under any Govt. Policy some part of salable area have to be built for Weaker Section of the Society at subsidies rate, the proportionate contribution of the subsidiaries rate will be born in the agreed ratio between the parties of this Builder Agreement.
- 4.3 By virtue of this Builder Agreement, the status of the second party became as co-owner upto extent of 67% plus lien over the first party share upto extent of reimbursement of betterment or any other charges deposited to the K.D.A. or statutory authority in the land in any farm and otherwise expenses building and common right of use facilities available in the projects, Second Party will be entitled to exercise all possessory and proprietary rights, absolutely. Being absolute owner thereby the second party will be fully empowered to dispose of them to the persons, companies etc. of its choice and in case of retention the Second Party will entitled to get its name mutated in respect of statutory body as absolute owner and for which no further conveyance deed shall be required.
- 4.4 That the first party shall adhere all bookings sale of the salable area booked/sold by the second party to the prospective purchaser and shall issue a resolution in favour of person nominated by second party for execution of sale deed in their favour.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sengupta*  
Director

For Ratan Housing Development Limited

*(Signature)*  
(Dhananjay Tiwari)  
Authorised Signatory



- 4.5 The second party shall indemnify to the First Party in all respects of all claims, damages or expenses, payable in consequence to any injury to any employee, workmen, nominee, invitee while in or upon the said premises and claims of the prospective purchasers up to handing over the possession of the flats and execution of final sale deed which ever is earlier in their favour. The Second party shall be solely responsible for compliance of all applicable laws, rules, regulations By laws in connection with the development and construction of above project.
- 4.6 That considering the market assessment/demand of the project with mutual consent land use of the subject land may be carried out by the second party, however the cost of the conversion of the land will be exclusively borne by the first party.
- 4.7 That installation of electric sub-station charges, and OTM charges will be directly realised by the Second Party from the prospective purchasers of the township project if any portion of the project is retained by the first party they shall be liable to pay proportionate charges for the same.
- 4.8 That within subject land of the Builder Agreement, if any land belonging to Gram Sabha or public utility, ponds, Masjid etc. is found it will be exclusively responsibility of the first party to get its exchanged from the Gaon Sabha or co-owners by invoking the provisions of section 161 UP. Zamindari Act at its own cost and resources.
- 4.9 That the first party shall get the level of subject land completed upto satisfaction of the second party at their own cost and resources. The first party will erect 9 Mtr. R.C.C. road leading from Mandhana to Bhithoor Road upto the township project.

For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sena*  
Director  


For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory



- 4.10 That the name of the proposed township shall be mutually decided which name can not be changed by any party of this Builder Agreement or their prospective purchasers or subsequently formed associations of flat/duplex owners.
- 4.11 This agreement shall not be deemed to constitute a partnership, between the parties as such all tax liabilities, including income tax, sales tax, capital gain tax etc., will be the individual and independent liability of the party concerned.
- 4.12 After execution of this Builder Agreement, the parties may with mutual consent in writing alter, change or modify any of the conditions enumerated hereinabove, in case of such alteration, without effecting the entire agreement up to extent of modifications the contract will be deemed to be novated and parties will be bound to adhere the subsequent agreements. The amount of performance guarantee to be mutually decided between the parties such novated contract will be treated as part of this Builder Agreement and the same will be realized by the second party from the First sale of First Party's share in the project.
- 4.13 This Builder Agreement will remain in force, until the subject land is fully developed up to intent of parties and completion of the registration process of the sale deed in favour of prospective purchasers.
- 4.14 That the Stamp duty, registration charges and other expenses with regard to the execution and registration of this Builder Agreement shall be borne by the first and second party in the ratio of 33% and 67% respectively, however it will be paid by the second party and subsequently recovered in the ratio of proportionate share of first party.

For PUSHPANJALI CITY PLANNERS, PVT. LTD.

*Monep Singh*  
DIRECTOR/ AUTH. SIGNATORY



For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory





## 5. ARBITRATION

All disputes or differences relating to specific breach of contract or damage or otherwise in connection with the agreement during or after completion or interpretation of the terms etc. among the parties or their prospective purchasers, the same shall be referred to the sole arbitrator Shri Sarvesh Chandra Dubey, Advocate R/o 2-A/14, Azad Nagar, Kanpur Nagar, whose decision shall be final and binding on the parties. Neither party will have any right to approach civil court pertaining to or arising out of any matter directly or indirectly of this Builder Agreement. The award of Arbitrator shall be final, conclusive and binding upon the parties. No action can be taken by any parties of this agreement for enforcement of their rights without resorting to arbitration clause as enumerated above. The sole arbitrator is retained advocate of both parties, and both parties are aware regarding the relationship between the parties knowing fully well parties have appointed said sole arbitrator with full disclosure and awareness.

## 6. AGREED PROCEDURE FOR CONDUCTING ARBITRAL PROCEEDINGS

It has been mutually agreed between the parties that in case of breach of any terms and conditions of this agreement, the aggrieved party will communicate his grievances to the other party by giving 15 days notice for redressal of the grievances failing which aggrieved party shall have right to submit his claim to the said sole Arbitrator, Shri Sarvesh Chandra Dubey, and a copy thereof to be sent to the other party, after receipt of claim statement, the Arbitrator will conclude entire arbitral proceeding within 60 days from the date of submission of claim seeing convenience of parties 30 days time may be extended in the completion of proceeding, it is clarified that neither party can claim said extension as a matter of right, but

For PUSHSPANJALI CITY PLANNERS PVT. LTD.

*Manoj Sangar*  
Director/ Auth. Signatory



For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory





(24)

extension will be solely upon the discretion, in case of failure to do so, the Arbitrator may give his award on the basis of material available on record, the award so given by the Arbitrator shall be final and binding upon the parties.

**Schedule - A**

Description of subject land of Arazies No.719 admeasuring 0.4000 Hect., 726, admeasuring 0.2050 Hect., 727 admeasuring 0.2770 Hect., 728 admeasuring 0.0610 Hect., 729 admeasuring 0.8600 Hect., 730 admeasuring 0.5220 Hect. and arazi No.746 admeasuring 0.5120 Hect. total admeasuring 2.8370 Hect. all situated at Village Baidani, Tehsil, Pargana Bilhaur, Distt. Kanpur Nagar, bounded as below :-

a) Boundaries of Arazi No.719, 726, 727, 728, 729, and 730

East : Agricultural land of Arazi No.743, 744 and 746  
West : Agricultural land of Arazi No.743, 744 and 746  
North : Agricultural land of Arazi No.718 and 731  
South : Agricultural land of Arazi No.720, 725 and 748

b) Boundaries of Arazi No.746:-

East : Agricultural land of Arazi No.745  
West : Agricultural land of Arazi No.727 and 728  
North : Agricultural land of Arazi No.744  
South : Agricultural land of Arazi No.747, and 750

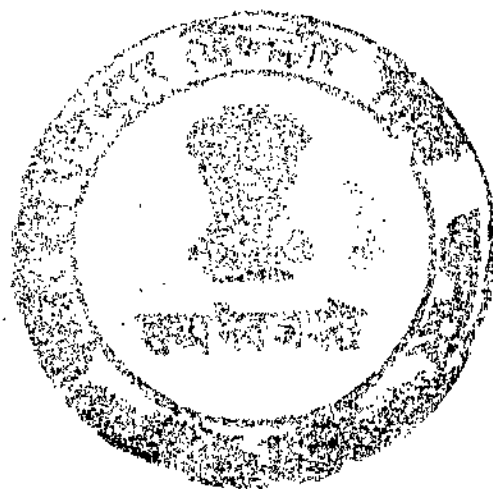
For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Mona Sengupta*  
Director/Authorised Signatory



For Ratan Housing Development Limited

*(Dhananjay Tiwari)*  
Authorised Signatory



IN WITNESS WHEREOF the parties have affixed their signatures at Kanpur on the day, month and year given above.

Witnesses:

1. *Vijay Jain*  
(VIJAY JAIN)  
S/o Shri L.K. Jain  
129, Anand Puri,  
Kanpur.

**First Party**

M/s. Pushpanjali City Planners Pvt. Ltd.  
Through its authorized Signatory  
For PUSHPANJALI CITY PLANNERS PVT. LTD.

*Manoj Singh*  
Director/Auth. Signatory  
(Manoj Singh)

**Second Party**

M/s. Ratan Housing Development Ltd.

Through its authorized Signatory

For Ratan Housing Development Limited  
*[Signature]*  
(Mr. Dhananjay Tiwari)  
Authorized Signatory

**Note:-** In Page No.4, Line No.3 in the word "authorized and after word "Mr." Dhananjay Tiwari and in the head of details of property word "develop" has been written.

Signed and delivered by

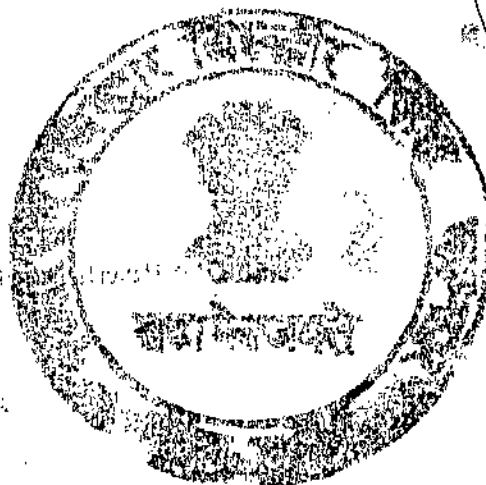
*[Signature]*  
(Sarvesh Chandra Dubey)  
Advocate

For Ratan Housing Development Limited

*[Signature]*  
(Dhananjay Tiwari)  
Authorized Signatory

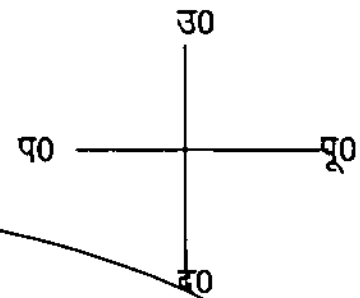
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भारत सरकार  
नया दिल्ली

नजरी नक्शा स्थित ग्राम - बैदानी परगना व तहसील बिल्हौर जनपद  
कानपुर नगर। 200 मी० परिधि के अन्तर्गत  
आराजी संख्या - 719, 726, 727, 728, 729, 730



भूमि संख्या 718, 731, 742

भूमि संख्या 718, 683

रकबा  
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भूमि संख्या 743, 744,  
745

भूमि संख्या 720, 725, 748, 747, 750

ह० प्रथमपक्ष

*Manoj Sangam*

लेखन तिथि - 27.08.2014

ह० द्वितीयपक्ष

*[Signature]*

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9-22-9-14

