

Anubhav Khanna, Branch Manager SHCH.; G4, LDA Center, 2 SP Marg. Civil Lite's Allababed 211001

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

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Certificate No.

Certificate Issued Date Account Reference Unique Doc. Reference Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)



IN-UP00142402671935L

- 01-Oct-2013 01:49 PM
- SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD
- SUBIN-UPUPSHCIL0100151981681735L
- SALEEM AHMAD
- Article 5 Agreement or Memorandum of an agreement
- PART OF ARAZI216/1M AREA1209.86sqm and 216MI AREA950sqm,MAHEWA POORAB PATTI,ARAIL,KARCHANA.ALLAHABAD
- : 1,38,23,104 (One Crore Thirty Eight Lakh Twenty Three Thousand One Hundred And Four only)

Comi Agrawal.

21 0005252394

: MURLIDHAR AGARWAL PANKAJ AGARWAL AND RENU

AGARWAL

- : MS PARAS KUNJ
- : MS PARAS KUNJ
- 9,65,000

(Nine Lakh Sixty Five Thousand only)

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Statusory Alert:

The authoritisty of this Statup Cartificate should be wolled of 'www sholestamp com'. Any discopancy in the details on the Cartificate and manufacture on the website westers it invalid.

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SUMMARY OF DEED

Date of Execution: 01-10-2013 Mahewa Fatti Poorab Uparhar Mauza: Pargana: Arail Tehsil: Karchana Residential Type of Land: Code and Page: 0269 Page No. 24 of Rate List 00276 & 00309 Khata No .: Arazi No .: 216/1 MI & 216MI Total Area: 2159.86 Sq. mtr. Road: No Road Es. 1,38,23,104.00 Valuation: Paid Stamp Duty: Rs. 9,67,680.00 Murlidhar Agarwal Romi Agarwal Pankaj Agarwal Romi Agrawal. B.H. Taur Ishan Agarwal Sanjeev Jain and my an

2182 AFUL and the श्टास्य केता का नाम किंदाने पुरुषि के पर हरता (के सील हेन विवासी गटाम्प विकेता हरूण गोपाल मुख्तारखाना कचेहरी हवाहावाव ्यान कं 373 लगवि 31 याचं 2014 लग and the



BUILDERS AGREEMENT

This Builders Agreement with possession made this the 01" day of October, 2013.

BETWEEN

Murlidhar Agarwal, S/o Late Thakur Das Agrwal, Pankaj Agarwal, S/o Sri Murlidhar Agarwal and Smt. Renu Agarwal alias Smt. Romi Agarwal, D/o Shri Murlidhar Agarwal, R/o 161/43, Kashiraj Nagar, Katgher, Allahabad presently residing at 49/39, Tashkand Marg, A-301 Lbtus Apartment, Civil Lines, Allahabad.

(Hereinafter collectively referred to be as "The Land Owners" which expression shall always means & include their heirs, L.Rs. executors and assignees of the one part)

AND

M/s Paras Kunj, a partnership firm registered with Registrar of firms and societies under The Indian Partnership Act of 1929 having its registered office at 3rd Floor, P. Square Mall, M.G. Marg, Civil Lines, Allah bad through its designated partners Sanjeev Jain, S/o Shri Prakash Chandra Jain, R/o 1-D, Beli Road, Allahabad and Ishan Agarwal, S/o Shri Dinesh Kumar Agarwal, R/o 14/22/28 New Elgin Road, Civil Lines, Allahabad.

(Hereinafter, called 'The Builder' which expression shall always mean include its successors, nominees and assignces in whatsoever form on the other next 1

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स्टाम्प केंतर का नाम देलागरेंग गांगीन में दूस होगा (में कि केंग २० मुद्रोज क विवासी व्यवासा क्याम्य विकेता कृष्ण गोपाल मुख्तारवाना कचेहरी डवाडावाव ा कार के 313 जनति 31 मार्च 2011/ तक MANTES -STILL.

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AND WHEREAS the said freehold plot was purchased as per the following:-

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1,967.00 sq.mts. from Shri Saeed Ahmed vide Registered Sale Deed dated 08-08-1988 registered on Bahi No. 1, Zild No. 728, on pages 119 to 121 at Serial No. 17, registered in the office Sub-Registrar, Karchana, Allahabad executed in favour of Smt. Renu Agarwal, D/o Shri Murlidhar Agarwal, mutated in Kahata No. 00309 as 950.00 sq.mts. in the land revenue records.

2. 2517.00 sq.mts. from Shri Saeed Ahmed vide Registered Sale Deed dated 08-08-1988 registered on Bahi No. 1, Zild No. 728, on pages 115 to 118, at Serial No. 16, registered in the office of Sub-Registrar, Karchana Allahabad, executed in favour of Shri Murlidhar Agarwal, S/o Late Thakurdas Agarwal and Shri Pankaj Agarwal, S/o Shri Murlidhar Agarwal jointly mutated in Kahata No. 00276 as 2510.00 sq.mts. in the land revenue records.

AND WHEREAS the Land Owners Murlidhar Agarwal and Pankaj Agarwal have already sold 1300.14 sq.mts. of the land out of their total land of 2510.00 sq.mts. to the promoter/partners of the Builder firm (vide Registered Sale-Deed, registered in Bahi No. 1, Zild No. 3252, on pages 73 to 106 at serial No. 5412, dated 19-09-2013) and now the owners are left with only 1209.86 sq.mts. in the name of Shri

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Murlidhar Agarwal and Shri Pankaj Agarwal + 950.00 sq.mts. in the name of Smt. Renu Agarwal D/o Shri Murlidhar Agarwal = 2159.86 sq.mts. of the land. And now the Builders will develop the balance land 2159.86 sq.mts. morefully described in the schedule at the foot of this agreement as per the terms and conditions of this Builders Agreement and share the areas as per Para No. 6 of this Builders Agreement.

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AND WHEREAS there by conferred on the aforesaid land as owners for area **2159.86 sq.mts.**, the land owners became the absolute owners of the said land and have also got their names mutated in the relevant records.

AND WHEREAS the owners are interested to raise a Group Housing Residential Complex over their aforesaid plot measuring area approx 2159.86 sq.mts. which has been fully described at the end of this deed and also shown to be bounded by red lines in the annexed Plan No. 1 to this Builders Agreement.

AND WHEREAS the Builder approached the Land Owners and offered to construct and raise Group Housing Complex by their own investment and money over the aforementioned area of 2159.86

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15/19/17 WAT 2236) E-116 U FI ्राध्य क्रांत) का नाम K.h. (Harris (दाम्स विकेला मित्र करेडा किर्वित कार्ट उत्पत्नकार SECTION SHIEV FIG: 5000 - 1700 - 1/1 10193 न निष्पादन ग्वीकार किया । जिनको पहचान स्त्री राजेश कुमार गुप्त आर0 पी0 गुप्ता पुत्र श्री ά:π 21/19 म्योर रोड इलाहाबाव निवागी व स्री वेद प्रकाश स्व0 राममल पुत्र श्री ių.π 15/3 थानंहिल रोड इलाहाबाद निवाया न की । रजिस्ट्रीकीरणु अधिकारी के हस्ताक्षर प्रत्यक्षतः चंद माक्षियां के निजान अंगुठे नियमानुसार लिये गये हैं। div

STANTS.

जितेन्द्र कुमार तिवारी उप निबंधक करछना करछना 1/10/2013

भारतीय गेर न्यायिक बेस रुपये स्थित के Rs.20 रु.20 मिल्ट के प्रथम हार्गते के प्रथम हार हार हार हार हा हार हा हा हार हा हा हा हा हा हा हा हा हा

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(6) sq.mts. The Builder is duly registered under the provisions of The Indian Partnership Act of 1929.

AND WHEREAS the owners have agreed and accepted the proposal of the builders for the construction of Group Housing Complex comprising by their own investment and money on the said Freehold Land, on the terms and conditions given hereinafter.

NOW THE PARTIES HERETO COVENANTS AS UNDER:-

01. That the owners do hereby declare that they are the exclusive owners in possession of the Free-Hold Land being fully described at the end of this deed and also shown to be bounded by Red Lines in the annexed map by the owners and is free from any encumbrances, lien or charges.

02. That the Builder shall construct Residential Flats/Houses as per sanctioned plan for over the aforesaid freehold land at its own cost and investment. In this the Owners shall not make any investment of any kind, except for the charges of purchasable FAR.

03. That the Builder will get prepared a building plan, by competent Architect and submit the same for sanction at Allahabad Development Authority Allahabad for its approval at its own cost,

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Book No. -





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expenses and persuasion. That the funds for construction of building and completion of project shall be arranged and borne by the Builder alone.

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04. That on completion of the project i.e. completion of entire construction of Group Housing Complex, in the ratio of, 30%:70% to the owners and the builder. The 30% saleable area along with the Pro-Rata Land (of the 1209.86 sq.mts.) of the land under this Builders Agreement of the Group Housing Complex on all the floors shall be owned and possessed by owners Murlidhar Agarwal and Pankaj Agarwal and the builder will get 70% saleable area along with the **Pro-Rata Land** (of the 1209.86 sq.mts.) to the builder under this builder agreement, and likewise in the area of 950.00 sq.mts. owned by Renu Agrawal alias Romi Agarwal the same ratio will be of 30% saleable area along with the Pro-Rata Land to the Renu Agarwal alias Romi Agarwal and 70% saleable area along with the Pro-Rata. Land to the builders (of the 950.00 sq.mts. of the land under this Builders Agreement) of the Group Housing complex on all the floors. The constructed area on each floor shall be as per sanctioned plan which shall be shared in the ratio of 30:70 as mentioned above and the owners and builder shall have roof right in the aforesaid proportion.

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05. That the present FAR permitted by the Allahabad Development Authority, Allahabad is **1.75** which means that the map is to be sanctioned as per aforesaid FAR. However in case, if the ADA, permits more FAR; in that case the Builder shall submit the plan accordingly and shall construct as per extended FAR. The Owners and the Builders shall share the additional construction in the same proportion i.e. **30:70**. If any charges are to be expensed for the additional FAR purchase, that charges will be borne by the Owners alone.

06. That the entire 30% saleable area owned by the Owners as mentioned herein before shall absolutely vest in the owners and the owners alone shall be entitled to either retain or execute Sale Deed of the same at their own discretion by their own signatures without any interference by the Builder or its successors or assignees or nominees.

07. That the entire 70% saleable area owned by the Builder as mentioned herein before shall absolutely vest in the Builder and the Builder shall alone entitled to either retain or sell the same at their own discretion by the signature of its CEO or by its authorized officer without any interference by the owners or their heirs, legal representatives, executors or assignees or nominees.

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08. That the Owner and the Builder shall also own respectively in proportion of 30% and 70% saleable area on all the floors. The owner's share and the builders share shall be entitled to either retain or sell their respective shares at their own discretion.

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09. That if any additional construction that may be raised as per the increased FAR, the owners and the Builders shall own in proportion of 30:70 and if any charges are to be expensed for the additional FAR the charges will be borne by the Owners alone.

10. That the owners shall hand over the said land in vacant possession to the Builder only for the purpose of construction of Group Housing Complex according to the terms and conditions of this Builders Agreement and as per the map sanctioned by Allahabad Development Authority, Allahabad within one month of the sanction of the map.

11. That the entire project shall be completed as far as possible within a period of 3.0 years (Three years) from the date of release of sanctioned plan for construction of Group Housing Complex by Allahabad Development Authority, Allahabad or 3.0 years from the date of handing over vacant physical possession by the owners to the

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Builder whichever is later. However, any period, during which the Builder shall not be entitled/or unable to raise construction under unforeseen circumstance like restrain order by court etc. shall not be taken in account for calculating the aforesaid period of 3.0 years, It is further agreed that in case the Builder fails to complete the project for any reason within the aforesaid period of 3.0 years, then the builder shall be liable to pay to the owners damages @ Rs. 25,000.00 (Rupees Twenty Five Thousand only) per month for the period of delay.

12. That the open areas of the plot after construction of building and the roof top of the Group Housing Complex shall be jointly owned by the owners and the builder and the same shall always be used by them for more beneficial enjoyment of the entire complex in such manner as they may mutually agreed.

13. That the passage, common area and common amenities on all the floors shall always be available for use to the Owners, Builder, their transferees, and assignces of the Group Housing Complex.

14. That due to any defect in the title of the Owner, if any loss is caused to the Builder, the Owners shall duly indemnify the builder.

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15. That the Builder shall use 1* Class material as per the specifications as per Annexure-2 of this Agreement in Construction of the Group Housing Complex and the Builder shall be solely responsible for any deficiency found later on.

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16. That after the Group Housing Complex is complete and occupied by the Owners and Builder or their assignees/agents/ representatives/ licensees in whatsoever capacity, the cost of its maintenance (in all respects) including payment of Taxes to Municipal Corporation, Allahabad or Allahabad Jal Sansthan, Allahabad will be shared by the owners, and builder or their assignees/agents/ representatives/licensees in whatsoever capacity, in proportion to the areas in their possession.

17. That the Builder, the Owner and their successors, heirs, legal representatives, and assignees shall form a society comprising the Builder, Owners, their heirs, legal representative and assignees and transferees/ or assignees of various units of Group Housing Complex and the said society shall be responsible for maintenance (in all respect) including payment of Taxes to Municipal Corporation, Allahabad Jal Sansthan, Allahabad of the Group Housing Complex.
18. That the Electricity Bills shall be paid by the respective owners of

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various flats after obtaining the electricity connection from the UPPCL.

19. That on completion of the project in all respect, the Owners shall be responsible for the liability of Income Tax Capital Gains, TDS, Service Tax, or any other tax that may be imposed in future only in respect of their 30% share. Similarly the Builder shall be responsible for the liability of Income Tax, Capital Gains, TDS, Service Tax, or any other tax that may be imposed in future only in respect of their 70% share.

20. That in case of any dispute arising between the parties hereto pertaining to the terms and conditions of this agreement the same shall be referred to sole arbitrator to be appointed jointly with mutual consent; and the decision of the arbitrator shall be final and binding on the parties hereto. The provision of arbitration Act 1996 shall be fully applicable to such Arbitration proceedings.

21. That it is specifically mentioned and made clear that during construction of the Group Housing Complex the owners including their heirs and LRs, executors nominees and assignees shall not be

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२१५२२ लिखी १/1% मूल्य भगानेन त्राम्य कता का नाम भगा भाषा पार 16.5 में होता कि तर प्रत निवासी 17 विद्याप विकेता शिव मोहन अग्रहरी सिविल कोर्ट, इलाहामाद स्टाम्प विकेता शिव मोहन अग्रहरी सिविल कोर्ट, इलाहामाद लाठ नंठ 508 अत्राधि 31 शार्च 1 हिन्द्र लाहामाद

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entitled to interfere in the construction of the Group Housing Complex and the construction work shall not be stopped in any circumstances even during pendency of any arbitral or court proceeding.

22. That cost of this agreement including payment of Stamp Duty and Registration Fees shall be borne by the Builder.

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IN WITNESS WHEREOF the parties hereto have signed and set their hands on the 01st day of month October and year 2013 for above mentioned.

DETAILS OF PROPERTY

Part Portion of Khata No. 00276, Arazi No. 216/1 MI area **1209.86** sq.mts. out of 2510.00 sq.mts. and Khata No. 00309, Arazi No. 216 MI area **950.00 sq.mts.** Total Land admeasuring **2159.86 sq.mts.** situated at village Maheva Patti, Purab Uprahar, Pargana Arail, Tehsil Karchana, Dist. Allahabad, marked red in the annexed map and detailed as per the following:-

North:	Property Ajay Agarwal, Krishan Kumar, Anil Agarwal and
South:	Others DDS School
20101-000 00000 A	전 1944년 1월 1945년 1947년 1946년 1947년 1948년 1948
East:	Others Property
West:	Part Portion of Arazi No. 216/1 MI sold to the promoter partners of the builder firm.

Romi Agrawal Murlidhar Agarwal Romi Agarwal Pankaj Agarwal 1 au Ishan Agarwal Sanjeev Jain

उद्यम्भ १९१९/13 मूल्य प्रायोजन (उद्यम्ब केता का नाम्भ्रिफि प्राप्त क्रिये छारा मिल्राव निवासी (D देखी 2) स्टाम्प बिक्रेता शिव मोहम जग्रहरी सिगिल कोर्ट, इलाहाबाट लाठ मेठ 505 श्याधि 31 मार्च 1 ग्रेट हिस्लाहार



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VALUATION OF PROPERTY

Property has no Road and it is governed by code No. 0269, Page 24 of collector prescribed list 2013. According to prescribed rate valuation as under:-

Area **2159.86 sq.mts.** x Rs. 6,400/sq.mtr. = Rs.1,38,23,104.00 The valuation of total land is Rs. 1,38,23,104.00 and liability of stamp is Rs. 9,67,680.00. The stamp has been paid as:

1. Rs. 9,65,000.00 through erstamp certificate;

 Rs. 2,700.00 stamp paid by Non-Judicial sheet according to G.O. 2756/11 dated 30th June, 2008.

A.H. Ca. Comi Agrawal. Murlidhar Agarwal Pankaj Agarwal Romi Agarwal Sanjeev Jain Ishan Agarwal Witnesses R.P. Gupta juptas 0.S umar (Kasem 10 Late Rolmal Band 2^{-} Drafted By: Anil Kumar Shukla (Advocate)

Typed By: Mohd. Indreesh

UNITIA n + 0AT MAN THE ITS WITH (Faith) ો જેલ્ય स्टाम्प विकला भिव भावन अग्रहश ग्रावल कार्ट, इलालामाद सात नत ५०१ अनमि ३१ मार्च 十 济马 彩明的现在

आज दिनांक <u>01/10/2013</u> को वहीं में. <u>1</u> जिल्द में. <u>3264</u> पृण्ठ में. <u>363</u> में. <u>398</u> पर कमांक <u>5648</u> रजिस्ट्रीकृत किया गया ।

र्गजस्ट्रीकरण अधिकारी के हस्ताक्षर

जितेन्द्र कुमार तिवारी उप निबंधक करछना करछना 1/10/2013









PHOTO OF LAND

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M.D.H.grawl Horrawa Romi Agraval. Romi Agarwal Pankaj Agarwal Murlidhar Agarwal Sauj Ishan Agarwal Sanjeev Jain

