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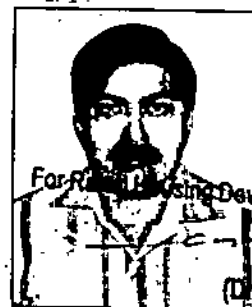
उत्तर प्रदेश UTTAR PRADESH

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For Baidani Infra Heights Pvt. Ltd.

DIRECTOR/AUTH. SIGNATORY



For Ratan Housing Development Limited

(Dhnanjay Tiwari)
Authorised Signatory**BUILDER AGREEMENT**

:: OM ::

NAME OF OFFICE : Sub-Registrar, Bilhaur, Kanpur
Nagar

DATE OF PRESENTATION : 6 Aug. 2014 27-9-2014

DATE OF EXECUTION : 31st July, 2014

NATURE OF DOCUMENT : Builder Agreement

SHORT DETAILS OF DOCUMENT

1. Type of Land : Agricultural
2. Place : Village Baidani, Mandhana, Kanpur Nagar.

For Baidani Infra Heights Pvt. Ltd.

Monaf Sangar
DIRECTOR/AUTH. SIGNATORY

For Ratan Housing Development Limited

Dhnanjay Tiwari
Authorised Signatory

कोलकाता नगर

कम रकमा 177 25000 5000/- 1000/-
मूल्य रु० 20 1 1

मूल्य रु० 506000/-

पिता/पति का नाम M/s Retan Housing Development Limited

पता Regd. office at 113/70 Swarnop Nagar Kamrup

दिनांक 30/07/2014

रु० 7092500/-

10000/- 20/- 10000/- 1000

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(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

क्रमांक 22/8/14

खा या प्रार्थना पत्र प्रस्तुत करने का दिनांक

91

त्रा का प्रकार

तदक का नाम

ल की धनराशि

जिस्ट्रीकरण शुल्क

प्रतिलिपि करण शुल्क

पेरीक्षण या तलाश शुल्क

मुख्तारनामा के अधिप्रमाणी करण के लिए शुल्क

कमीशन शुल्क

विविध

यान्त्रिक भत्ता

द तक का योग

क वसूल करने का दिनांक

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

लिए तैयार होगा

जिस्ट्रीकरण अधिकारी के हस्ताक्षर

उपनिबन्धक बिल्हौर



Mano Sengco
DIRECTOR/AUTH

कोटा नगर

टाम्प

क्रम संख्या (177) स्वाम्य का पता

मूल्य रु. 506000/-

नाम

पिता/पति का नाम

पता

दिनांक 30/7/2018 स्ताम्प



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+28 मानक धीरी गयी

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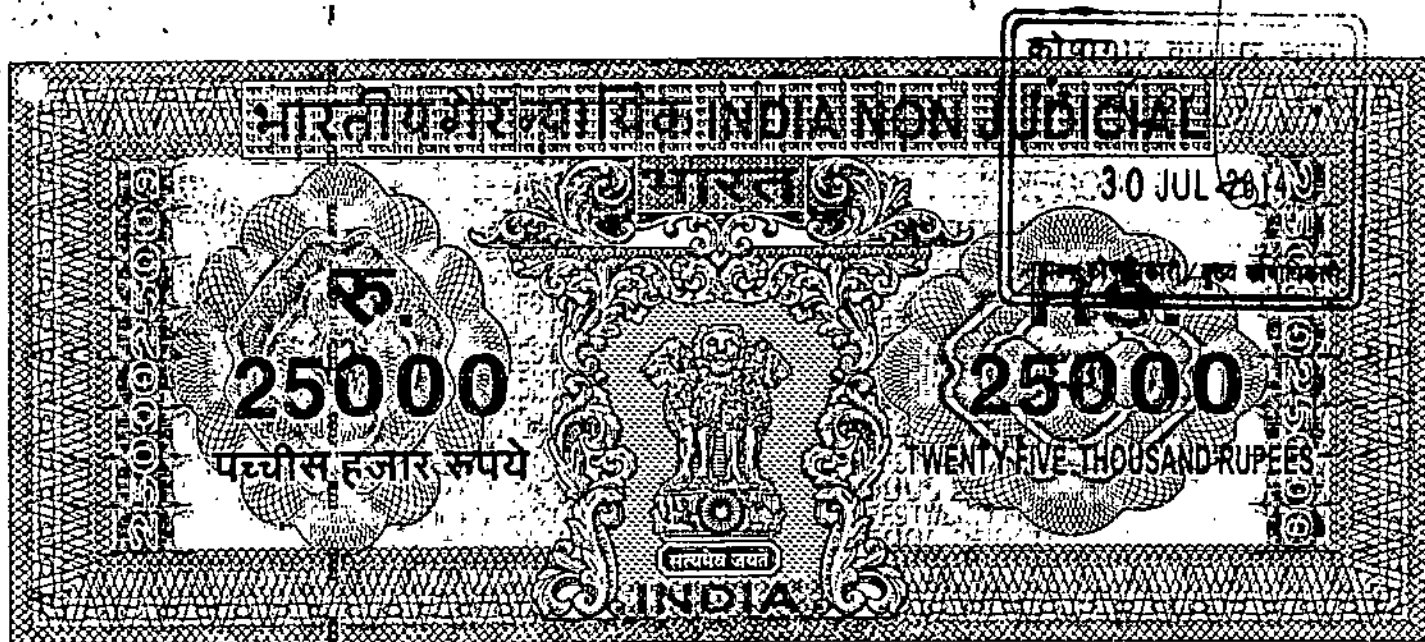
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कोटा नगर विधिक विभाग

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उत्तर प्रदेश UTTAR PRADESH

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7. Boundaries of Arazi No.566, 681, 720, 721, 722, 723,
724, 725, 747, 748, 749, 753, and 757

East : Arazi No.750, 752, 754, and 756

West : Arazi No.567, 568 and 569

North : Arazi No.683, 719, 726, 727 and 746

South : Arazi No.759, 760, 564 and 565

NUMBER OF FIRST PARTY : One

NUMBER OF SECOND PARTY : One

NAME OF THE FIRST PARTY :

M/s. Baidani Infra Heights Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956 and having its registered office at 24-A, Ghanshyam Bagh, Om Purwa, Lal Bangala, Kanpur, through its authorized 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.:AAFCB6376C

For BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR

For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorized Signatory

कोटा नगर

कोटा नगर

क्रमांक 177

मूल्य रु 506000/-

नाम

पिता/पति का नाम

पता

दिनांक 30/12/2015



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उत्तर प्रदेश UTTAR PRADESH

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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 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.

PAN NO.:- AACCR6099R

DETAILS OF PROPERTY HEREBY DEVELOP :

1. Place : Village Baidani, Mandhana, Kanpur Nagar.
2. Details of Arazies : Arazi No.724 admeasuring 0.6050
Hect., 748, admeasuring 0.1020
Hect., 566 admeasuring 0.5530
Hect., 681 admeasuring 0.2660
Hect., 720 admeasuring 0.2970
Hect., 721 admeasuring 0.4300 Hect.
722, admeasuring 0.1330, Hect, 723,
admeasuring 0.2660 Hect., 725

For BAIDANI INFRA HEIGHTS PVT. LTD

Manoj Singh
DIRECTOR

For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorized Signatory

अन्य

177

हस्ताक्षर का प्रमाण

मूल्य रु०

શાંતિ, જ સ્વચ્છતા

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पिता/पति का नाम

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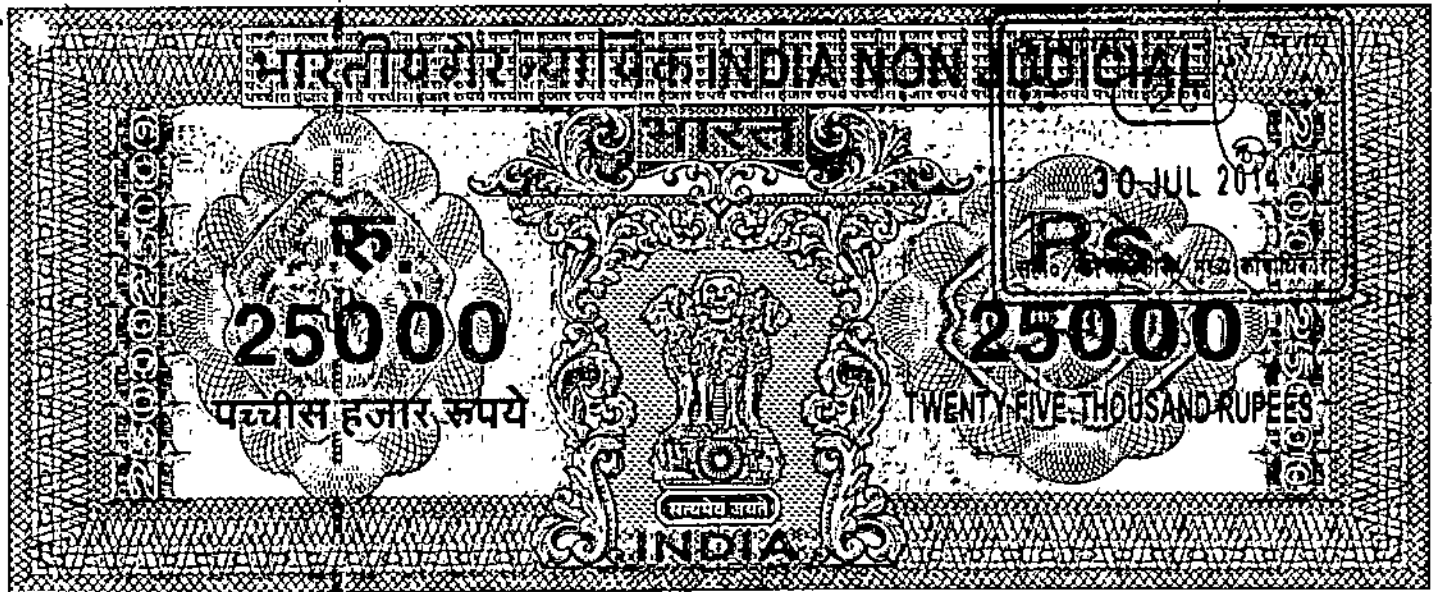
दिनांक

30.17.2014

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उत्तर प्रदेश UTTAR PRADESH

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admeasuring 0.4200 Hect., 747
admeasuring 0.2970 Hect., 749
admeasuring 0.3480 Hect., 753
admeasuring 0.1740 Hect. and 757
admeasuring 0.1540 Hect. total
admeasuring 4.0450 Hect. all
situated at Village Baidani, Tehsil,
Pargna Bilhaur, Distt. Kanpur Nagar.

DETAILS OF PAYMENT OF STAMP DUTY :

1) Land rate fixed by D.M.	: Rs.25,00,000/- Per Hect.
2) Area of Land	: 4.0450 Hect.
3) Total market value of land	: Rs.1,01,12,500/-
4) Stamp duty payable	: Rs.5,05,625/-
5) Stamp duty paid	: Rs.5,06,000/-

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

For BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR



कोषागार पुर नगर

पाम्प

कम संख्या 177 स्वाम्य का पत्र

मूल्य रु० 506000/-

नाम

पिता/पति का नाम

पता

दिनांक 30/17/2016



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उत्तर प्रदेश UTTAR PRADESH

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

BETWEEN

M/s. Baidani Infra Heights Pvt. Ltd., a Company duly incorporated under the Companies Act, 1956 and having its registered office at 24-A, Ghanshyam Bagh, Om Purwa, Lal Bangala, Kanpur, through its authorized 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 BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR

Manoj Singh



For Baidani Infra Development Limited

(Dhananjay Tiwari)
Authorized Signatory

कोलकाता नगर

177

स्टाम्प

क्रम संख्या

स्टाम्प का प्रकार

मूल्य रु०

स्टाम्प रु०

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पिता/पति का नाम

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दिनांक

30/17/1980



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उत्तर प्रदेश UTTAR PRADESH

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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 Arazi No.724 admeasuring 0.6050 Hect., 748, admeasuring 0.1020 Hect., 566 admeasuring 0.5530 Hect., 681 admeasuring 0.2660 Hect., 720 admeasuring 0.2970 Hect.,

For BANDANI INFRA HEIGHTS PVT. LTD

Munish Sangar
DIRECTOR/AUTHORIZED SIGNATORY

For Ratan Housing Development Limited

(Dhananjay Tiwari)
AUTHORIZED SIGNATORY

कोणार्क जिल्हा पुर नगर

पंचायत

क्रम संख्या

177

पंचायत का पत्र

मूल्य रु०

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506000/-

नाम

पिता/पति का नाम

पता

दिनांक

30/07/2014



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उत्तर प्रदेश UTTAR PRADESH

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721 admeasuring 0.4300 Hect. 722, admeasuring 0.1330 Hect, 723, admeasuring 0.2660 Hect., 725 admeasuring 0.4200 Hect., 747 admeasuring 0.2970 Hect., 749 admeasuring 0.3480 Hect., 753 admeasuring 0.1740 Hect. and 757 admeasuring 0.1540 Hect. total admeasuring 4.0450 Hect. all situated at Village Baidani, Tehsil, Pargna Bilhaur, Distt. Kanpur Nagar, which was purchased from its erst while owners Mr. Laxmi Narain, Mr. Raj Narain, Mr. Jagannath Pal, Mr. Kamal Narain Pal, Mr. Ambika Prasad Pal, and Mr. Chote Lal Pal all sons of Late Mahaveer Pal, through six different sale deeds dated 16-09-2013, 19-09-2013, 19-09-2013, 26-09-2013, 26-09-2013 and 28-09-2013, aforesaid sale deeds are duly registered in the Office of Sub-Registrar, Bilhaur, Kanpur. The registration particulars are as under :-

For BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR

For Ratan Housing Development Limited

(Bhananjay Tiwari)
Authorized Signatory

कोषागार कानपुर नगर

स्टाम्प



क्रम संख्या 127

मूल्य रु० 506000/-

नाम

पिता/पति का नाम

पता

दिनांक 20/17/21/18

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उत्तर प्रदेश UTTAR PRADESH

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S.No.	Registration particulars
1.	In Book No.I Volume No.2698 at pages 117 to 148 at serial No.6347 dated 16-09-2013.
2.	In Book No.I Volume No.2707 at pages 131 to 160 at serial No.6433 dated 19-09-2013.
3.	In Book No.I Volume No.2707 at pages 161 to 190 at serial No.6434 dated 19-09-2013.
4.	In Book No.I Volume No.2708 at pages 17 to 46 at serial No.6686 dated 26-09-2013.
5.	In Book No.I Volume No.2708 at pages 47 to 76 at serial No.6687 dated 26-09-2013.
6.	In Book No.I Volume No.2708 at pages 283 to 312 at serial No.6696 dated 28-09-2013.

The 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:-

For BADANI INFRA HEIGHTS PVT. LTD

DIRECTOR/ANALYST

For Katan Property Development Limited

Director/Analyst

कोटा नगर नगरपालिका

सुदूरपश्चिम प्रदेश

क्रम संख्या: 127/2073/सुदूरपश्चिम

मूल्य रु० ५०६०००/-

नाम: ~~कोटा नगर नगरपालिका~~

पिता/पति का नाम: ~~कोटा नगर नगरपालिका~~

पता: ~~कोटा नगर नगरपालिका~~

दिनांक: ३०/०७/२०७३



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उत्तर प्रदेश UTTAR PRADESH

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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.
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.

For BAIDANI INTRA HEIGHTS PVT. LTD

Monop Sangh
DIRECTOR



For Baidani Intra Heights Pvt. Ltd.



कोषागार कानपुर नगर

ज.सं.सं. स्टाम्प

क्रम संख्या (177) 00085
मूल्य रु० 506000/-
नाम
पिता/पति का नाम
पता
दिनांक 30/07/2014



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उत्तर प्रदेश UTTAR PRADESH

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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.
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.

For BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR

For Ratan Housing Development Limited

(Naranjay Thari)
Authorised Signatory

कोषाग्ररूपीपुर नगर

अन्तरगत दस्तावेज

संख्या 177, दस्तावेज का प्रकार

मूल्य रु० 506000/-

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पिता/पति का नाम

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दिनांक 30/07/2014 हस्ताक्षर



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उत्तर प्रदेश UTTAR PRADESH

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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.

DEFINITIONS:

- (i) **Subject Land:** approx. 4.0450 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.

For BAIDANI INFRAEIGHTS PVT. LTD

DIRECTOR/INFRAEIGHTS

For BAIDANI INFRAEIGHTS PVT. LTD

Authorised Signatory

संयोजक नगर

संयोजक नगर

कम संख्या 177

मूल्य रु० 506000/-

नाम

पिता/पति का नाम

पता

दिनांक 30/12/2014



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उत्तर प्रदेश UTTAR PRADESH

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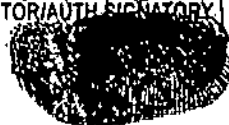
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- (iii) **Force- Majure** : means natural calamity, operation of law, riots, shortage of materials and obstructions in the construction due to unavoidable and unforeseen reasons.
- (iv) **Salable Area** :- Builtup area of Township Projects i.e. Educational 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** :
 - a) Land owner/First party – 33% of the total salable area of the Project
 - b) Builder/Second party - 67% of the total salable area of the Project.

For BAIDANI INFRA HEIGHTS PVT. LTD

Manoj Singh
DIRECTOR/AUTH SIGNATORY



कोषागार नगर

स्टाम्प

क्रम संख्या

(177)

स्टाम्प का मूल्य

मूल्य रु०

समिल स्वरूप रु०

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पिता/पति का नाम

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दिनांक 30/7/2014

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उत्तर प्रदेश UTTAR PRADESH

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- (vi) City development charges : To purchase additional FAR as per guide lines of State Government.

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 UPZ Act-1976 from T.D.M.

For SAIDANI INFRA RIGHTS PVT. LTD.

DIRECTORIAL

For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory

कोरगांव नगर

महानगरपालिका

क्रम संख्या 127

मूल्य रु. 506000/-

नाम

पिता/पति का नाम

पता

दिनांक 30/07/2018



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उत्तर प्रदेश UTTAR PRADESH

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- 1.3 That entire betterment charges, city development charges levied by Kanpur Development Authority in respect of subject land in any form 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 BAIDANI INFRA HEIGHTS PVT. LTD.

Mam P. Sengupta
DIRECTOR

for Kanpur Development Authority

[Signature]
Charan Singh
Jointed Secretary

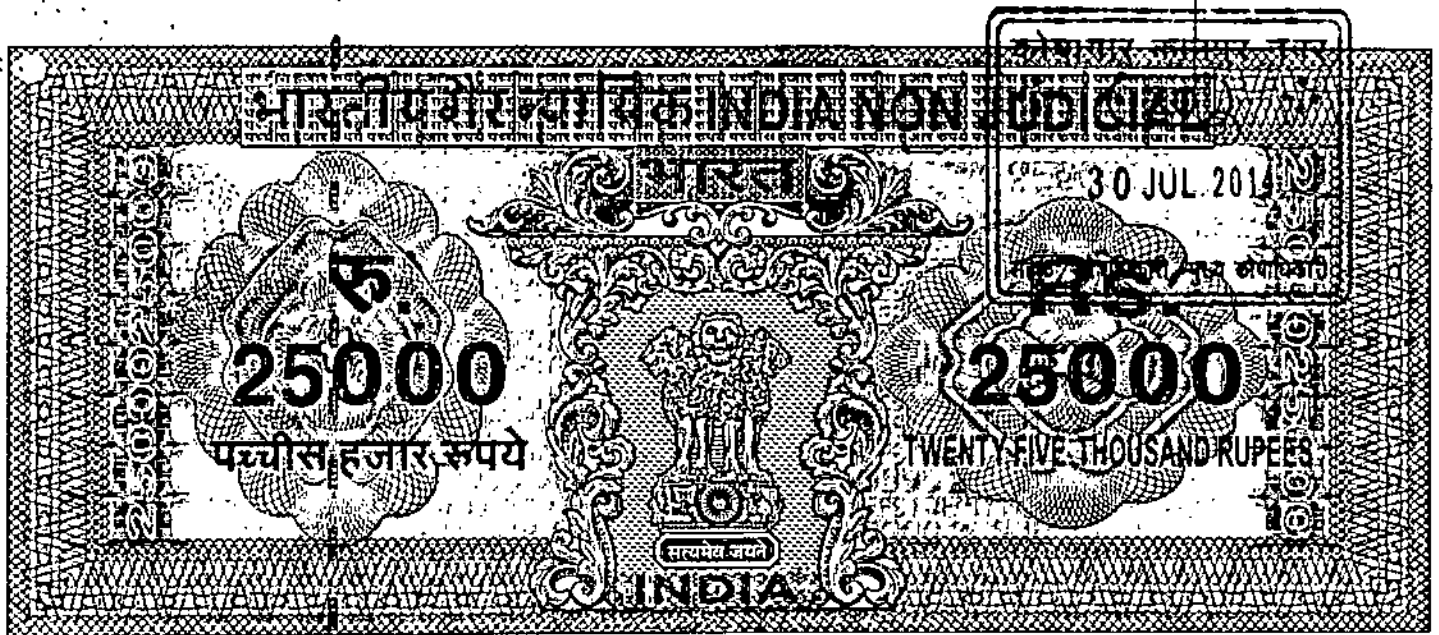
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क्रम संख्या (177) ०००१२
मूल्य रु० ५०६०००/-
नाम
पिता/पति का नाम
पता
दिनांक ३०/०७/२०१६



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उत्तर प्रदेश UTTAR PRADESH

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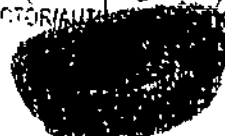
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- 1.5 That the First Party will pay all dues or liability in respect of subject land upto date of execution of this agreement. In case any kind of dues, taxes are discovered to be unpaid in future it will be joint and several responsibility of the 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 BAIDANI INFRA HEIGHTS PVT. LTD

Manoj Sengupta
DIRECTOR/AUTH



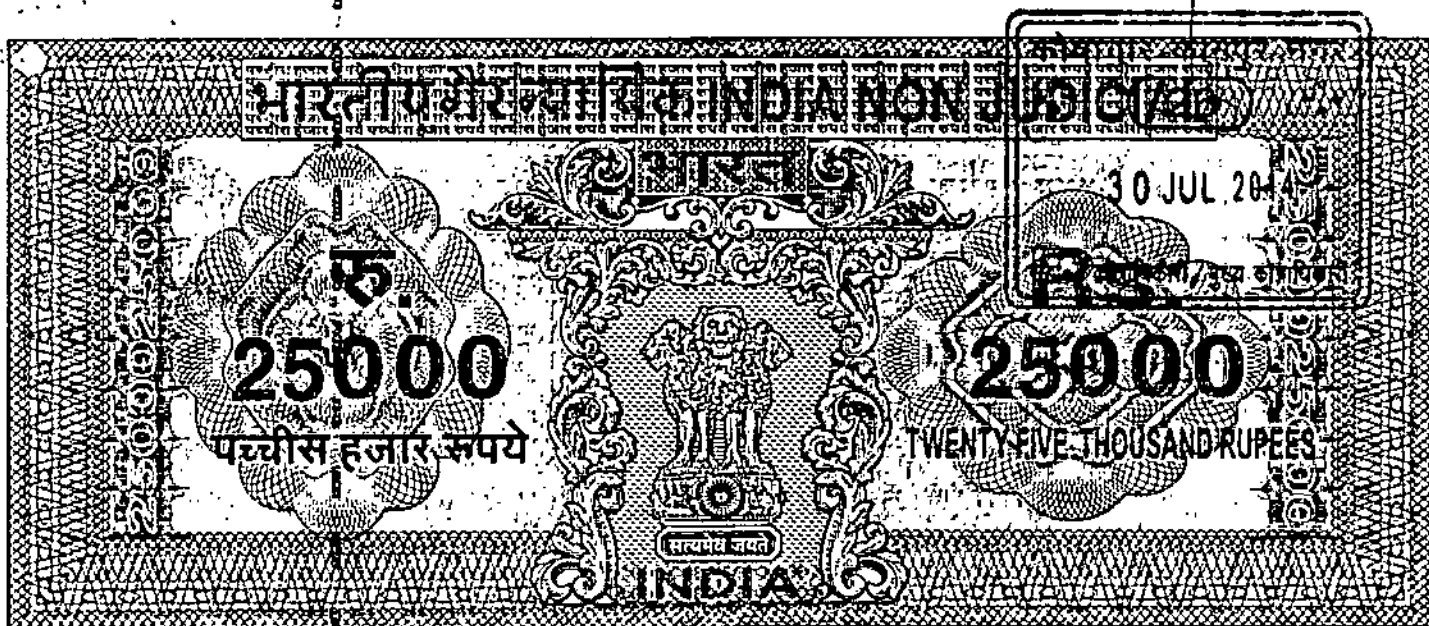
कोशिका नं. (पुर नगर)
स्टाम्प

क्रम संख्या (177) स्टाम्प का मूल्य
मूल्य रु. 506000/
नाम
पिता/पति का नाम
पता
दिनांक 30/07/2015



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उत्तर प्रदेश UTTAR PRADESH

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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)

For BAIDANI INFRA HEIGHTS PVT. LTD

Manoj Sanghvi
DIRECTOR/PROJECT

For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory

कोषागार नगर

स्टाम्प

क्रम संख्या

127

स्टाम्प का प्रकार

मूल्य रु०

स्टाम्प का मूल्य रु०

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नाम

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दिनांक

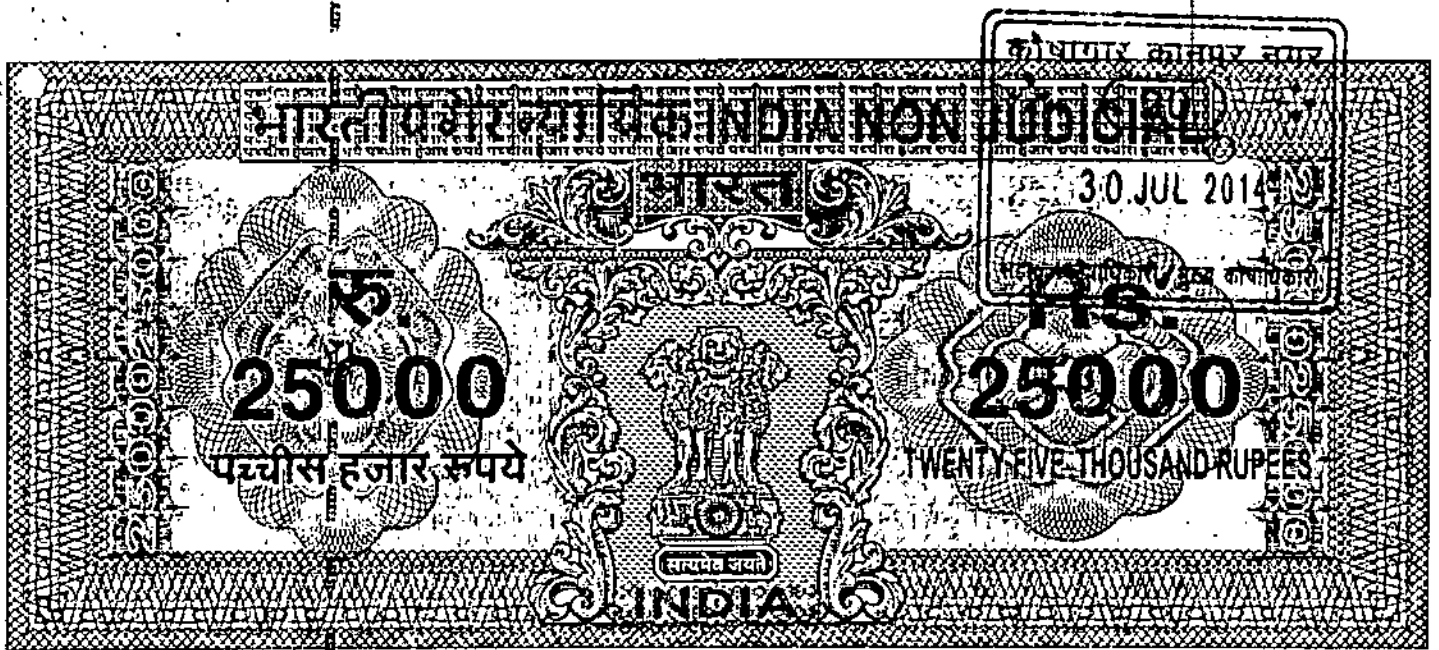
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- 2.2 The SECOND PARTY shall have absolute rights to make bigger block of land by merging the proposals of other land owners who are desirous for similar development to have bigger local area development and advantageous sub-town planning, in such 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.

For BAIDANI INFRA HEIGHTS PVT. LTD

Manoj Sangra
DIRECTOR/AUTH SIGNATORY

For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory

कोषागार नगर

कोषागार नगर

क्रम संख्या (177) 506000/

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- 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 land in any farm & 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

For BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTORIAL

For Ratan Housing Development Unit

(Sharanjay Thakur)
Authorized Signatory

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स्टाम्प

संख्या (177) स्टांप का प्रकार...
मूल्य रु०... शीतल स्टांप रु० 506000/-
पिता/पति का नाम...
पता...
दिनांक 20/02/2018



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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.

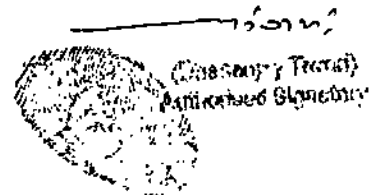
- 2.7 In pursuance of said contracts and consideration to develop the township out of its own funds and resources, and in lieu thereof, the second party will have absolute ownership right with regard to 67% share of salable area and to get the sale-proceeds of its share and

For BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR/AUTH. SIGNATORY



For Ratan Housing Development Limited



कोशागार नगर

जयपुर

क्रम संख्या 1770 स्वयं का प्रकार 506 000 7

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पिता/पति का नाम

पता

दिनांक 30.1.7/2014 रजिस्ट्रार



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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 realised the second party shall have lien in the saleable area of first party share upto that extent.

- 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 of 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.

For BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR/AUTH SIGNATORY

Munaf Sangma

For Baidani
[Signature]

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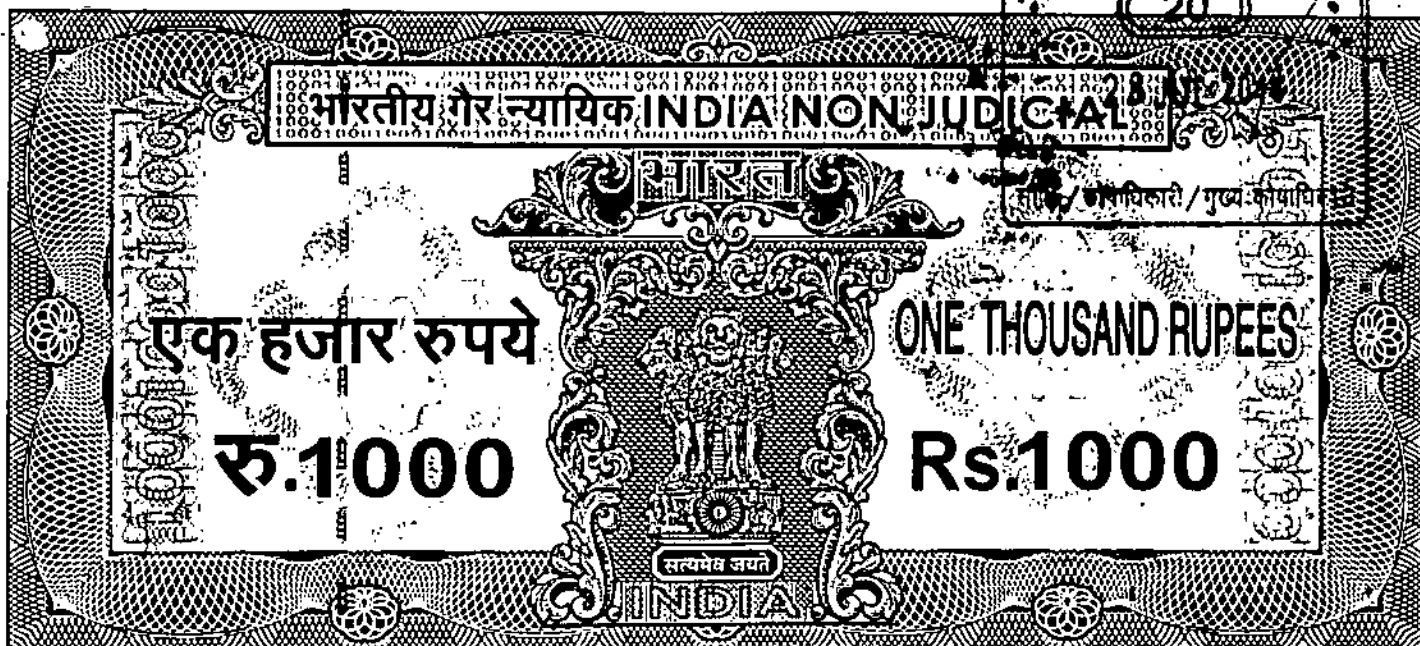
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क्रम संख्या (177) स्टैम्प का प्रकार
मूल्य रु० २५०००/- स्टैम्प रु० ५०६०००/-
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2.10 The second party will be fully empowered to advertise, display sign boards, publish the projects in any manner whatsoever 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 BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR

For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorized Signatory

कोषागार कानपुर नगर

ज.स.स.ल-स्टैम्प

क्रम संख्या 177 स्टैम्प का प्रकार
मूल्य रु० 506000/

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पता

दिनांक 30/07/2014 उस्ताद



- 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 BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR

Manoj Sengupta



For Kanpur Housing Development Ltd

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 form 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 BAIDANI INFRA HEIGHTS PVT. LTD


DIRECTOR

For Retan Housing Development Limited


(Manoj Sengupta)
Authorized 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 BAIDANI INERA HEIGHTS PVT. LTD


DIRECTOR/INCHARGE

For Ratan Housing Development Limited


(Ghananjay Tiwari)
Authorized 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 BAIDANI INFRA HEIGHTS PVT. LTD
Monep Sengupta
DIRECTOR/AUTH. SIGNATORY



For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorized 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 BAIDANI INFRA HEIGHTS PVT. LTD

DIRECTOR/



For Sarvesh Chandra Dubey, Sole Arbitrator

Signature

10/08/2019

10/08/2019

10/08/2019



(28)

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.724 admeasuring 0.6050 Hect., 748, admeasuring 0.1020 Hect., 566 admeasuring 0.5530 Hect., 681 admeasuring 0.2660 Hect., 720 admeasuring 0.2970 Hect., 721 admeasuring 0.4300 Hect., 722, admeasuring 0.1330 Hect., 723, admeasuring 0.2660 Hect., 725 admeasuring 0.4200 Hect., 747 admeasuring 0.2970 Hect., 749 admeasuring 0.3480 Hect., 753 admeasuring 0.1740 Hect. and 757 admeasuring 0.1540 Hect. total admeasuring 4.0450 Hect. all situated at Village Baidani, Tehsil, Pargna Bilhaur, Distt. Kanpur Nagar, *bounded as below :-*

East	: Arazi No.750, 752, 754, and 756
West	: Arazi No.567, 568 and 569
North	: Arazi No.683, 719, 726, 727 and 746
South	: Arazi No.759, 760, 564 and 565

For BAIDANI INFRA HEIGHTS PVT. LTD

Mandeep Singh
DIRECTOR/AUTH. SIGNATORY



For Ratan Housing Development Limited

(Dhananjay Tiwari)
Authorised Signatory





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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

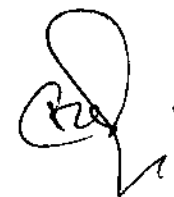
M/s. Baidani Infra Heights Pvt. Ltd.
Through its authorized Signatory
For BAIDANI INFRA HEIGHTS PVT. LTD

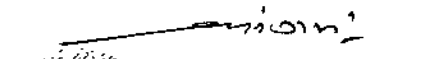

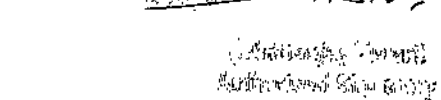

DIRECTOR
(Manoj Singh)

Second Party

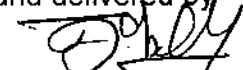
M/s. Ratan Housing Development Ltd.

Through its authorized Signatory

2. 


(Mr. Dhnananjay Tiwari)



Signed and delivered by


(Sarvesh Chandra Dubey)
Advocate

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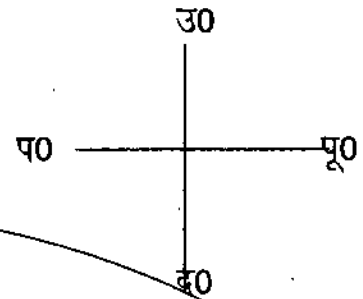
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नजरी नक्शा स्थित ग्राम - बैदानी परगना व तहसील बिल्हौर जनपद
कानपुर नगर। 200 मी० परिधि के अन्तर्गत
आराजी संख्या - 724, 748, 566, 681, 720, 721, 722, 723, 725,
747, 749, 753, 757



भूमि संख्या 746, 727, 726

भूमि संख्या 569, 682
568, 567

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भूमि संख्या 750, 752
754, 756

भूमि संख्या 759, 760

Mane Sangam

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ह० द्वितीयपक्ष

लेखन तिथि - 27.08.2014

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