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INDIA NON JUDICIAL

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Government of Uttar Pradesh

e-Stamp

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 Outy Paid By

Stamp Duty Amount(Rs.)

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SHCIL (FI)/ upshci/01/ ALLAHABAD1/ UP-AHD

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SWETA SINGH

Article 5 Agreement or Memorandum of an agreement

PART OF ARAZI NO. 15 VILLAGE DHANUWA ARAIL ,KARCHHANA

ALLO, DETAIL DESCRIPTION AS PER DEED.

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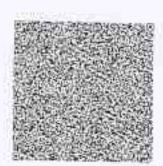
DEEPAK BAGGA AND OTHERS

MS SKYNET INFRAVENTURES PVT LTD THR MD RITESH PAUL

MS SKYNET INFRAVENTURES PVT LTD THR MO RITESH PAUL

11,00,000

(Eleven Lakh only)

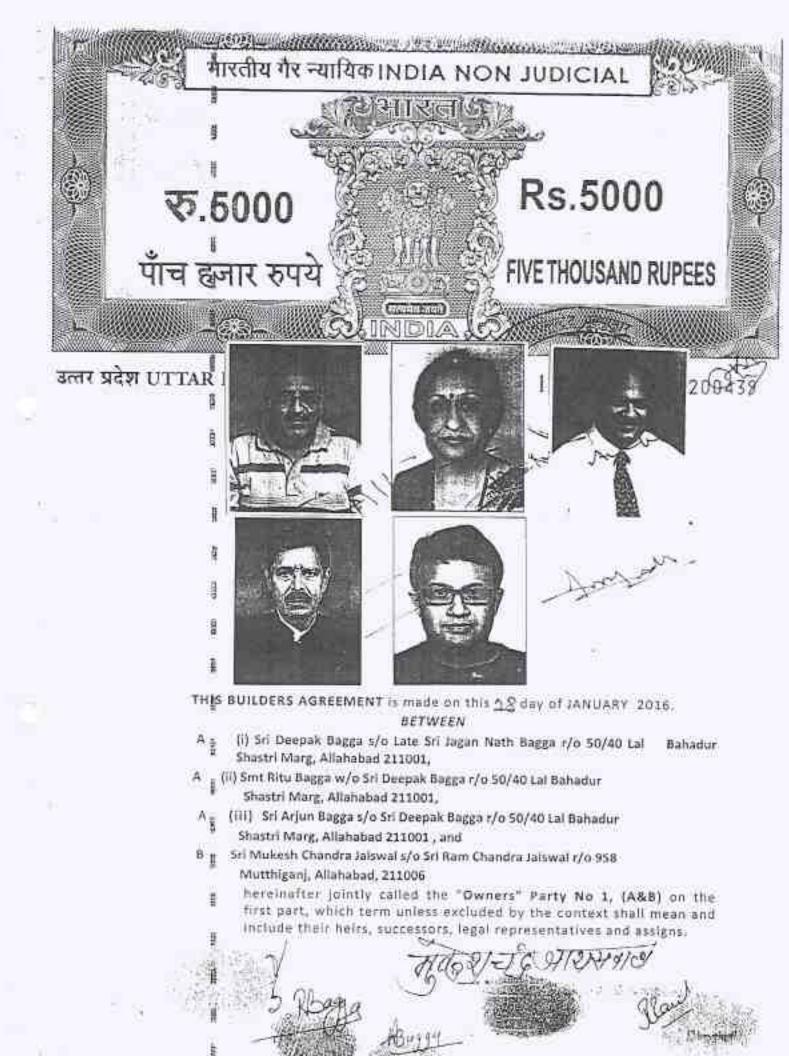


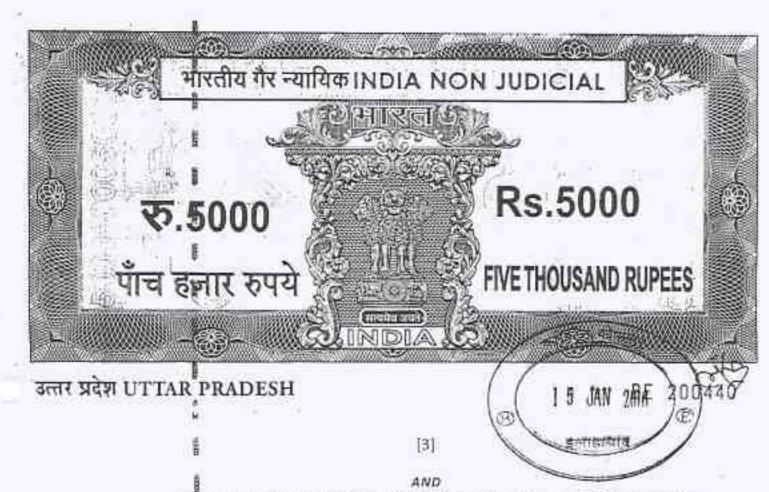
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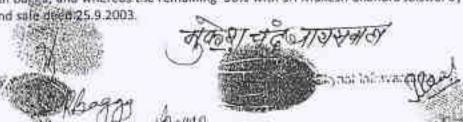


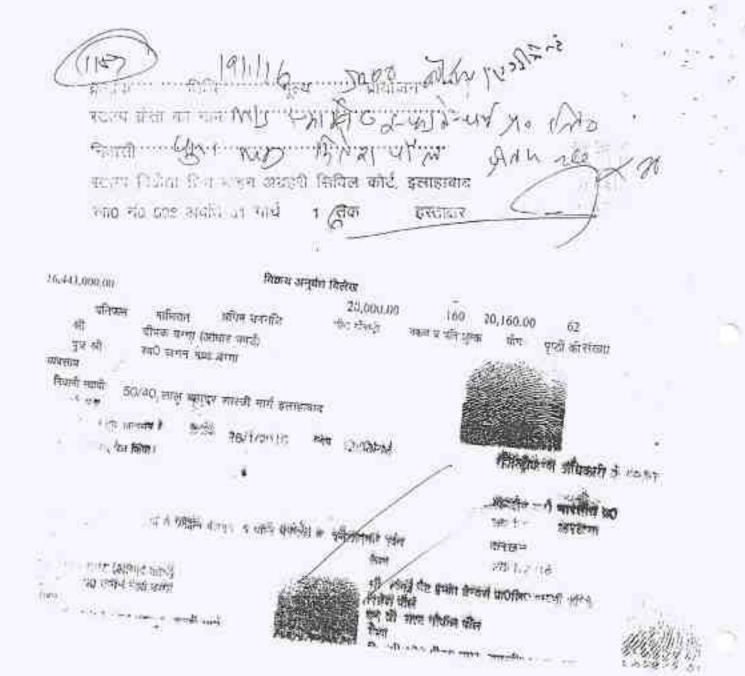
C M/s Skynet Infraventures Pvt. Ltd. a Private Ltd. Company, bearing Incorporation No U70102UP2012PC053042 2012-13 and having their Head Office at 26, Muir Road (near Ekanki Kunj) Allahabad-211001 through its Managing Director Sri RITESH PAUL s/o Sri Satya Gopal Paul r/o 180 Preetam Nagar Allahabad 211001, authorised by the Resolution by the Board of Directors of the Company dt 3.4.14 (a self certified copy of the Board resolution alongwith self certified Memorandum and Articles of Association has been provided to the owners on the execution of this Builders Agreement), hereinafter called the "Builders and Developers" Party No 2 (C), of the Second part and more specifically called the "Second party;, which term unless excluded by the context shall mean and include its nominees, successors, legal representatives and assigns.

RAND WHEREAS Owners A (I) (II) (III) and 8 are the Joint co-owners of plot of land at Rakba No. 5, Araji no 15, V. Dhanuwa, Pargana - Arail, Tehsil Karchhana Allahabad, measuring 2 Bigha 9 Biska 15 Dhoor, (about 6766 Sqyds.) (here-in-after called the "Property"), in equal ratios and proportions, as described hereunder.

AND WHEREAS initially by virtue of Sale Deed dt 10.3.1997 the property was purchased by in equal ratios of 50:50 by (A) Sri Rajeev Ratan Bagga, Smt Rita Bagga, Sri Tarun Bagga, and (B) Sri Deepak Bagga, Smt Ritu Bagga, Sri Arjun Bagga from Mr Bachai s/o Sri Shamsher Ali r/o v & p Mahewa, near Agriculture Institute, Karchana, Allahabad

AND WHEREAS 5rl Rajeev Ratan Bagga expired on 1.10.2001 leaving his 50% share to his family members 5mt Rita Bagga and 5rl Tarun Bagga and by virtue of Sale Deed dt 25.9.2003, 5mt Rita Bagga and Sri Tarun Bagga sold their entire 50% share of the property in question to 5rl Mukesh Chandra Jaiswal and thus in this manner 50 % share of the property vested with the continuing members by virtue of the first sale deed dt 10.3.1997 viz 5rl Deepak Bagga, 5mt Ritu Bagga and 3rl Arjun Bagga, and whereas the remaining 50% with 5rl Mukesh Chandra Jaiswal by virtue of the second sale attend 25.9.2003.









Tigat the names of Sri Deepak Bagga, Smt Ritu Bagga and Sri Arjun Bagga & Sri Mukesh Chandra Jaiswal have already been recorded in the Khatauni and other relevant records of this property. §

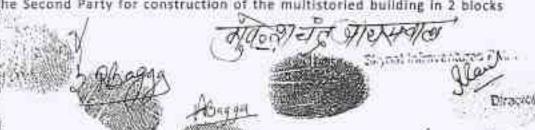
And whereas Both Continuing owners (A) Sri Deepak Bagga, Smt Ritu Bagga. Sri Arjun Bagga & (B) Sri Mukesh Chandra falswal decided to develop the Property as a group Housing Project, in two phases, namely Block A and Block B, either by themselves or through a respectable Builder, who has been engaged in the activity of Multi Storeyed Group Housing Construction, on the basis of a Builders Agreement on reasonable sharing basis.

And whereas the Owners had given offers to several Builders but the confirmation after formal discussions and agreeable terms was received from M/s. Skynet Infraventures Pvt. Ltd., 26 Muir Road, Near Ekanki Kunj, Allahabad UP, whose Director Sri Ritesh Paul has vast experience in the field of Constructions, Group Housing projects etc. and who confirmed the Owners in writing that they are in a position to carry out the construction and raise Multi Storeyed Froup Housing Building in Block/s, which shall consist of residential Flats as may be permitted under law by the Allahabad Development Authority, Allahabad, and for which purpose the Builders shall deploy their own investment and funds, for the entire construction on the said property:

And whereas the Owners, are not fully equipped to execute and complete the work of development and construction of the proposed residential Flats in the two Blocks and have therefore acceded to the offer of the Second Party (Builder) who are engaged in the development and construction of various type of buildings and assure that they are in a position to execute and complete the said project in two phases over the said property successfully

AND WHEREAS the Second Party has agreed to undertake the execution and completion of the project which shall be build in Block A and Block B on the said property in two phases;

AND WHEREAS the First Party has agreed to the proposal and accepted the offer of the Second Party for construction of the multistoried building in 2 blocks



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र्राजस्द्रीकरण अधिकारी के हस्तीतर

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भी चीपवा सगा (आपूर कार्ट) धुंड भी स्त0 जगन**्या**स बगा

घंका

निवारी) 50/40 ल्लान बहादुर जारकी गार्ग वसामान्यद

श्रीमती शेनु बरगा (आधार कार्य) पत्नी भी चींपक बनगा

पेगा

निवासी 50/40 लाल बहादुर शास्त्री भागे

इलाहामार

बी अर्जुन बग्गा (आधार कार्ड) पुत्र भी दीपक बन्ता नियासी 50/40 लीज बेहादुर शास्त्री मार्ग semmina

भी मुकेश चन्द्र जामकवात (आधार कार्य) पुत्र भी सून धन्त्र जागुरावाल

28/1/2016: भी स्कार्ड मेट इन्धार वेलाएं भागतिर0कम्पनी जरिये

वस्याना

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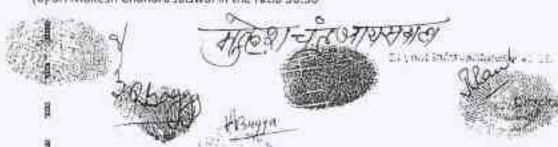
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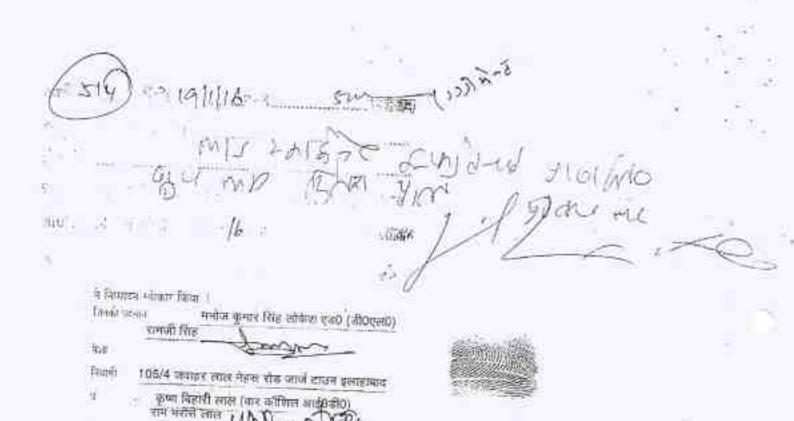
A & B, in two phases, consisting of Residential Flats under Group Housing Scheme. as may the permitted under law by the Allahabad Development Authority, Allahabad by investment and funds over the said property to be exclusively managed by the Second Party.

AND WHEREAS in order to hand over the project to the Builders, both the Owners and Builders have mutually decided to execute a formal Builders Agreement on the basis of which the smooth functioning of the project can be managed, in order to avoid any anomaly for the

NOW THESE PRESENT WITNESSETH and it is hereby agreed, declared recorded by and between the parties as under :-

- That the subject matter of this Bullders Agreement Without Possession begween the Owners (First Party) and the Builders (Second Party) is a position of the freehold site total measuring 2 Bigha 9 Biswa 15 Dhoor (about 5473 sq mtrs), which is a plot of land registered Araji No. 15, Village. Dhanuwa, Paligana - Arail , Tehsil Karchhana Allahabad, out of this total land of \$473 sq mtrs, only 3162.06, sq mtrs of land (apart from road widening area of 621 sq mtrs common between both blocks A & B) is to be utilized by the Builders for construction of multistoried building, namely Block B, consisting of residential Flats to be developed as may be permitted under law by the Allahabad Development Authority, Allahabad, which is more fully described and detailed in the schedule and marked red in the plan annexed hereto Annexure A. The property in question is exclusively owned and possessed by the Owners (Figst Party) and is free from all encumbrances, lien and charges.
 - That the portion of the land is owned by (A) Sri Deepak Bagga, Smt Ritu Bagga and Sri Arjun Bagga & (8\$Srl Mukesh Chandra Jaiswal in the ratio 50:50





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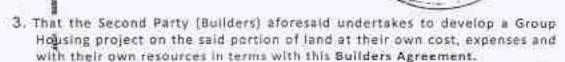
र्गजन्तिभागा आविकार्ग के अस्ताता

ऽ.१८,०००००० सन्तोष कु0 भारतीय प0 उप निबंधक करछना करछना 28/1/2016

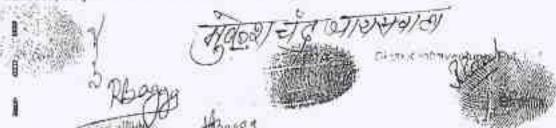


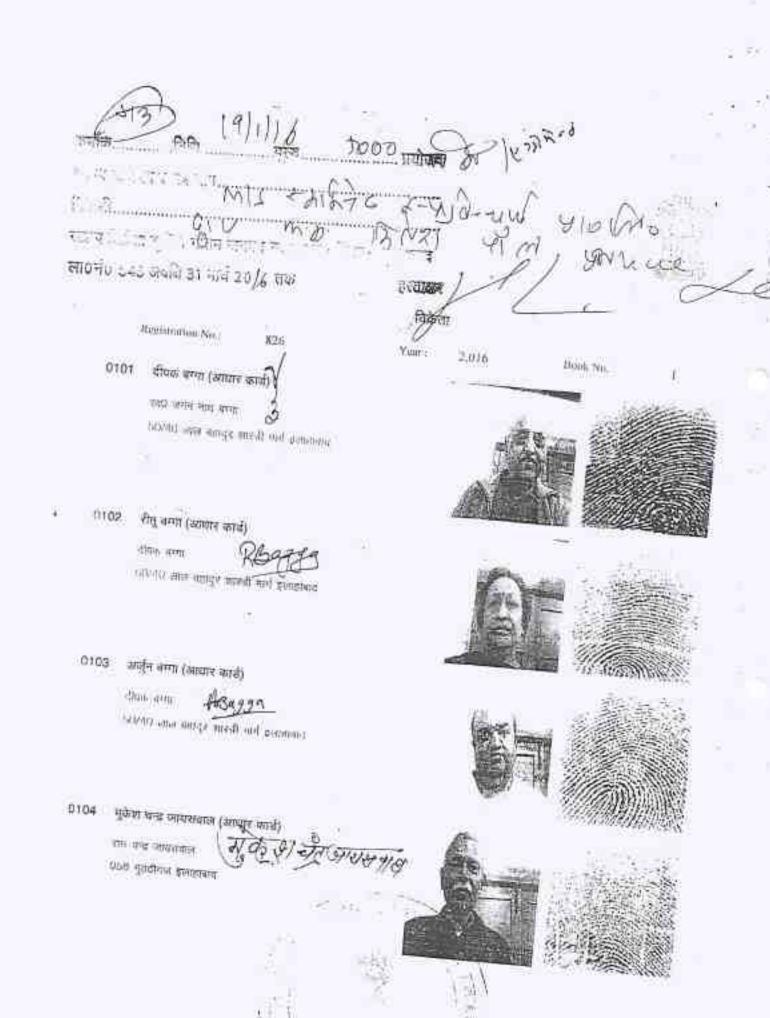


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- 4. That the Builder Company has provided a self certified copy of the Articles and Memorandum of Association alongwith the incorporation Certificate, to the Owners, apart from the certified copy of Resolution of the Board meeting passed by the Board of Directors, in the Company Board meeting which took place on 3rd April 2014 authorizing Director Sri RITESH PAUL to execute the Builders agreement on behalf of the Company, and also to get the Builders Agreement registered later on as specified hereunder.
- That primarily it is accepted that the Builder shall construct the built up area according to available FAR of 1.75 (or as per ADA norms) on the said plot of land, the sharing between the Owners and the Builders shall be to the ratio 30:70 respectively on a working of 1.75 FAR, including the roof rights and parking etc. however if any other FAR is allowed under ADA norms the sharing will remain the same.
- 6. That it is agreed that 30% of the saleable built up area, shall be shared between the Owners A (i), (ii) (iii) & B out of which 15 % shall vest with A (i), (ii), (iii) and 15% with B. (Party No 1) and whereas remaining 70 % shall yest with the Builders C (Party No 2).
- 7. That this Builders Agreement is hence being drawn so as to nominate the shares of the 3 parties. A & B., Owners (party no 1) and C. Builders (party no 2), as under:
 - g (A) Deepak Bagga, Ritu Bagga, Arjun Bagga 15%
 - (B) Mukesh Chandra Jaiswal, 15%
 - (C) Builders M/s Skynet Infraventures Pvt. Ltd. ...70%
- 8. That the group housing project of Block B shall be completed by the Builders in 36 months from the date of the sanctioned MAP dt 7:10:15, received from the ADA Alfahabad, subject to an extension of 6 months.







9. That Party No 2, Builders, agree, that if they are unable to complete the project in the maximum available time as mentioned in para 8 then the Builders Party No 2 shall pay compensation of Rs. 50,000/- per month each to the Owners A & B (party no 1). (However except for Force majure the total period of this contract will not exceed 60 reports after which this agreement will be null & void and would be deemed to have never taken place. Any belonging of the Builder would be removed within 3 months of the expiry of this term of 60 months).

10. That Builders have after getting sanctioned plans from ADA have demarcated the 30% of the saleable built portion (including permissible loading of 15%) of Block B, to each of the two Owners A & B (party No 1), as mentioned in para 7, and have provided a Co. authenticated plan to the Owners after mutual consultation, which is forming part of this Builders Agreement and which is marked Annexure... B.
That the project Architect is Mr Anil Gupta and structural designing has been done by

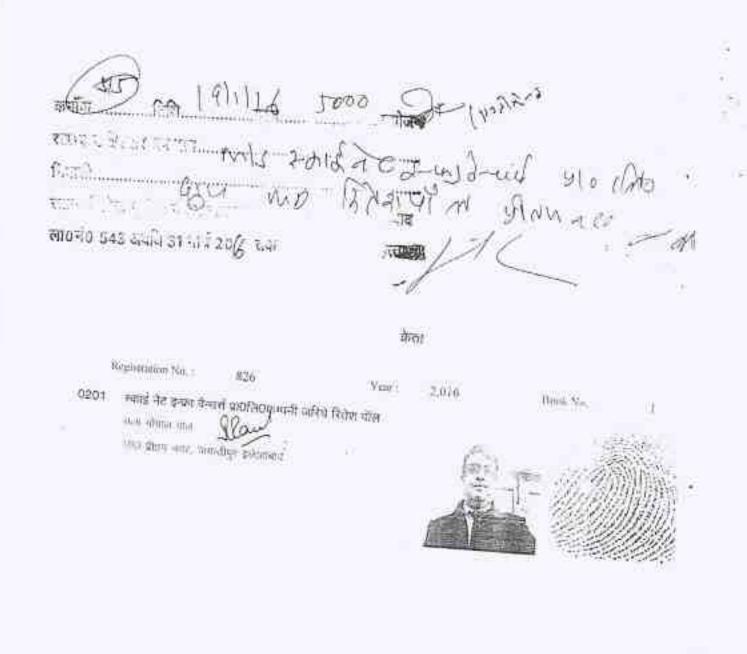
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11. In case there is any accident in the aforesaid construction project, the Builder/Developer party no C alone, shall be fully responsible for all the consequences of the same under the Workmen Compensation Act or any other acts in force. If the Owners are ordered to attend a court or is requested or their presence is required by any other authority in this connection, they will empower the Developers to attend the court/authority concerned on their behalf and the Developer agrees to compensate the Owners fully in case an alliverse order is passed or any compensation is ordered to be paid by the Owners by any court, judicial authority or any other competent authority. If it is required, the Builder will obtain necessary insurance at their own cost.

12. The Builder has provided a certified copy of the ADA sanctioned map

7/10/2015 to the Owners for their records, to ensure the correctness of the sharing of 30:70 on each floor. That the Builder will make sure that equal sq feet area and







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designing is made available to each of the owners A & B (party No 1) and the flats stared are similar more or less.

13. That the Builders maps approved by the ADA was after application of FAR in the ratio 18.75:0, (it is further understood that if any other permissible FAR as per ADA norms is granted then the project Maps shall be altered and submitted with the signatures of Perty No.1 & 2, and the same after ADA sanction shall become part of this Builders agreement at a later stage).

14. That on the basis of the sharing ratios of 30:70 of built up portions between the Owners/Builders shares have been clearly demarcated in the drawing plans of Block B consisting of a total number of 82 flats, out of which there are going to be 36 one 8HK flats, 46 Two 8HK flats in Block B, and other built up portions, out of which the flats have been demarcated in different color shadings, so as to nominate the flats and corresponding parking etc area, at the initial stage in the name of the rightful owners A,& B, (party no 1) & C (party no 2), so that they can manage to sell their respective flat and the chances of any confusion are eliminated. The attached flat demarcations plan of Block B, is Annexure...C to this Builders Agreement and shall always be a part of it. Any purchaser before buying any flat/flats from any of the 3 parties hereto shall confirm from the attached plan that they are purchasing the rightful flat portion from the seller. That apart from the proposed flats to be built in Block B, a park area of 727 sq mtrs is left out to be used commonly by the flat owners in between both the blocks, which is a part of the total 3162.06 sq mtrs.

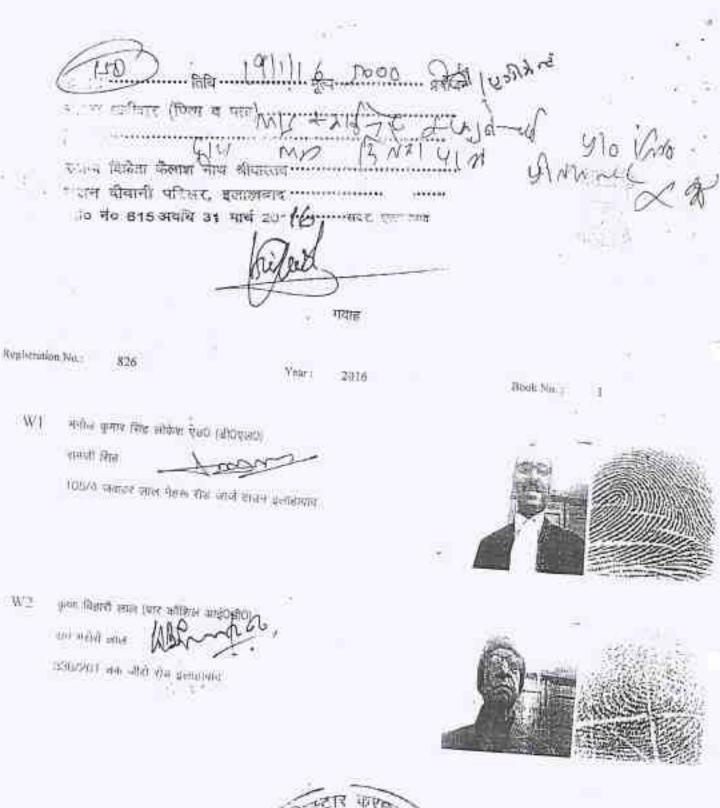
The flats coming to the individual shares of Owners Sri Deepak Baggs, Smt. Ritu Baggs, Sri Arjun Baggs and Sri Mukesh Chandra Jaiswal out of their 30% share in Block 8 have often pre-allocated between themselves, & the details of allocated flats are mentioned hereunder and the registry to their buyers of each flat shall be done by its

dirresponding Owner)



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- 15. That it shall be the responsibility of the Second Party, to procure/obtain all the requisite licences, permissions, sanctions, NOCs and approval from all Competent Authorities concerned, which are essentially required for the construction of the project consisting of the said residential Flats, over the said property and the expenses for the aforesaid sanctions and approvals etg shall be borne as follows:-

as permissible under law shall be borne and paid by the Second party (builder) exclusively.

- (iii) That all expenses towards sanction of plan or towards purchasable f.A.R., (over and above 1.75 F.A.R. only if necessitated by circumstances) shall be borne by the Second Party Including all other permission, NOC's etc at the cost of the Builders (Party No 2).
- That it is also understood very clearly that no FAR shall be purchased under any circumstances by the Builders, without the consent of the Owners, and they shall not make any construction against any additional purchasable FAR in excess of the permitted FAR of 1.75, (or as per ADA sanctioned FAR) unless agreed between the parties to this deed, other than what is mentioned in sub para (x) below.
- (iv) It is further clarified that the cost bearing on the Owners party no 1, shall be restricted only to the cost of the land and the Owners shall also not be liable to share any charges defined in the ADA sanctioned letter, accompanying the additional Map to be approved by the ADA on the purchased FAR, or for





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obtaining any kind of permissions, NOCs from any Govt. Non Govt. depts... whatsoever.

That it has been notified by the Builders to the Owners first party that the EWS portion consisting of 12 flats (out of the total 82 flats), has been approved by the ADA in Block 8 on the 6th floor, without taking any PAR into account, and which was offered to the applicants Owners (Party No 1) represented by the Builders (Party No 2) by the ADA, against the shelter charges of Rs 36.90 lacs so demanded by the ADA, so as to permanently surrender the ownership rights of the 12 flats to the Owners/Builders, which both Owners and Builders agreed to retain and share the same between them in the same ratios 30/70.

That it is further agreed between the Owners (party no 1) and Builders (Party no 2), that against the charges of Rs 36.90 lacs, paid by 2nd party (Builders) to the Alfahabad Development Authority, towards shelter charges, in exchange of which the ADA (under the terms of the GO of Oct 2013) has passed over the retaining and marketing rights of the EWS portion, viz the 12 flats to be constructed on the 6 floor of Block B, (inclusive of 82 flats) to both the Applicants, which both parties agree to share in their settled ratios. It is also agreed that in terms of rightful interest the shelter charges of 36.90 Lacs is the deemed value of land, which automatically becomes the liability of Party no 1, as it pertains to the land to have additionally been provided for by Party no 1 to Party No. 2, and as such the shelter charges shall be liability of Party no 1(owners) and shall be payable by them to Party No 2 (builders), in return of which the Owners (party no 1) will get their share of built up area in

nominated in the division plans attached hereto. That it is therefore clarified that since the aforesaid shelter charges amount is in exchange of the rights of retaining the EWS portion, being surrendered by

the same ratio 30:70 of the 6th floor of Block B, as well, and which has been pre-



and hence Party No 1, admits the liability of the shelter charges of 36.90 lacs payable by them to Party No 2, without interest, but after Party No 2 physically* hands over possession of the share of 30% of the built up area along with super built area to Party No 1, which would be in the shape of flats, and other allied built up part, and which would also include parking and other facilities to be provided by the Builder to the Owners or to the flat buyers. That In consideration of the re-imbursement charges, as mentioned above, (bg) Builder Party No 2, shall hand over the respective nominated flats of the sixth floor of Block B consisting of 12 flats, also to the Owners Party no 1, and share the built up area of the sixth floor in the same ratios 30:70 as in the other floors of Block B, comprising of 82 flats in all as mentioned in para 14 above for distribution between the parties A & B (party no 1) & C (Party no 2). That it is further agreed between the Owners and the Builders, that the (x) difference of covered area falling short in the share of the Builders to the extent of 300 sq ft approx, in Block B, is to be compensated to the Builders by the Owners jointly, for which the following arrangement has been made between under. hereto parties a. That the Builders shall apply for additional purchase of FAR to the extent of making only one flat of 1000 sq ft area on the additional 7th floor of Block B, which would be the exclusive flat of the Builder. In this manner the difference of share of Owners viz. 300 sq ft area in excess, shall automatically vest with the Builders so as to square up the covered area difference falling short in the hands **Builders** b. That it is admitted that only the cost of the purchase of FAR charged by ADA alone shall be shared between the Owners and Builder in the ratio 30:70 as

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mentioned in para 6 above, and no other expense of any nature whatsoever shall be the liability of the Owners.

(gi) It is made very clear that the roof rights of the terrace of Block B shall be commonly used by the owners of all the Flats.

16. Fhat Builders shall protect and safeguard the interest of the Owners till the finalization of the entire project, and to make sure that the Owners will get their rightful shares of saleable portion from the Builders, at no extra charges or liability of any kind whatsoever.

17. That the Owners have already got the Land use converted from Agriculture Land to "A-ligish!" (which also includes use for residential purposes supposedly) u/s 143 of the Urban Development Planning Act, and a copy of the latest Khatauni revealing this fact has been made available to the Builders.

18. That the Builders agree in all perspectives that apart from handing over the saleable built up portion in the stipulated time to the extent of 30% to the Owners, the Owners shall also get a interest free security advance of a sum of Rs. 25,000,00.00 (Rs 25 Lacs) only, from the Builders, on which condition the Owners have given their acceptance, & out of this Rs 25 Lacs a sum of Rs 12,50,000 (12.5 Lacs) each, shall be given to the Owners viz:

A. Sri Deepak Bagga, 5mt Ritu Bagga and Sri Arjun Bagga ... Rs 12.5 Lacs

B. Sri Mukesh Chandra Jaiswal Rs 12 5 Lucs.

However it is agreed berewith that the security is refundable strictly after the fulfillment of the conditions discussed hereunder

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That in accordance with para 18, Second party has given a refundable 19, security sum of Rs. 25,00,000.00 (Rupees Twenty Five Lacs only) as deposit to the Owners, i.e Rs. 12.5 lacs to a) Sri Deepak Bagga, Smt Ritu Bagga and Sri Arjun Bagga and Rs 12.5 lacs to (b) Sri Mukesh Chandra Jaiswal as follows which the owner duly acknowledge

Ch Nos 129666 dt 7.11.15 for Rs 6,25,000/- in favor of Sri Deepak

Bagga drawn on Federal Bank Ltd.

(11) Ch No 783774 dt 1.1.2016 drawn for Rs 3,25,000/- in favor of Smt Ritu Bagga on Oriental Bank of Commerce

Ch. No 783779 dt 1.1.2016 drawn for Rs 3,00,000/- in favor of Smt Arjun Bagge on Oriental Bank of Commerce.

(iv) B Ch Nos 783776 dt 1.1.2016 drawn for Rs 12,50,000/- in favor of Sri Mukesh Chandra Jaiswal drawn on Oriental Bank of Commerce.

20. That this Refundable security advance payment, of Rs 25.00 Lacs, as said earlier, has nothing to do with the Owners share of 30% saleable built up portion, ill the shape of residential flats, as mentioned in clause 6 above. That this Security amount of Rs 25 Lacs is free of interest and shall remain with the Owners till the final completion of the project and shall be returned to the Builders only after the compliance of the following conditions:

(a) that the Builders shall satisfy the Owners that they have completed the project, within the time framed, i.e within 7.10.2018, after having provided all amenities in the gonstruction, and by not using substandard material, and also that they have moved the ♣pplication to the ADA in the prescribed format, for procuring the Completion Certificate of the project, however, since it is believed that the certificate to be issued By the ADA generally takes some time hence the Owners shall return the advance deposit to the Builders on the date they move their application for completion



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certificate before ADA (enclosing the proofs of all necessary obligations, NOC, viz, water harvesting, fire dept, Electrical safety pertaining to lift etc.) and make a photocopy of the received application, alongwith annexures of the NOCs, moved before the ADA, to the Owners for their records for future references. The Builders shall also give undertaking to the Owners that they shall pursue the procedure of the Completion Certificate, dedicatedly and to procure the completion certificate in a reasonable period of time, not exceeding 1 year from the date of filing of application, it is made clear that if the completion certificate is not issued by A.D.A even after 1 year than the builder shell provide a certificate from the Architect/Designer to reflect the authenticity of the building plan to have been developed as per its norms.

(ii) that the entire Owners share of saleable constructed portion of 30 % of the total saleable covered built up area, including common areas viz. parking etc. as delineated in the ADA sanctioned Maps attached hereto, Annexure ... B are physically handed over to the Owners, irrespective of whether the construction is developed against the permissible FAR limits or against increase of any FAR, or by purchase or otherwise, or by the availment of Compensatory FAR etc.

(c) that the Builders shall satisfy the Owners that the construction has been carried out strictly in accordance with the ADA sanctioned plan.

(d) that the Builders shall satisfy to the Owners that there is no litigation pending with any person or department pertaining to the Group Housing project, namely Galaxy Heights.

(e) That the Builders will handover an undertaking in writing that any discrepancy pertaining to the construction shall be the Unbility of the Builders, at any stage whatsoever.

(f) That the Builders undertake to Indemnify the Owners in respect of any claims reade by any Individual, Govt and Non-Govt agencies or Institutions; whatsoever at any time even after the application of completion certificate has been moved.

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21. That the Owners agree, in accordance with the agreed terms and conditions, to place at the complete disposal of the Builders, the said land and to irrevocably vest in them all the powers of Owner as also all the authority of the Owner as may be necessary in the discretion of the Builders, only for the purposes of obtaining the requisite licence, NOCs, permissions, sanctions and approvals for development, construction and completion of the proposed residential Flats on the said property from various Govt. departments. That the Builder, in agreement with the Owners have already constructed their site office only after having obtained the approval to undertake activity of development of the said property & to start construction of project post map approval from ADA, and also after having made the balance advance payment to the Owners as mentioned in page 19 above. This arrangement may not be construed as "transfer of possession" by Owners, Party No 1 to the Builders Party No 2, but merely a right to undertake construction as a Developers and Builders.

That this agreement shall not to be deemed to constitute a partnership between the Owner and the Builder/Developer or an agreement for sale of the plot by the Owner to the Builder/Developer and shall not be deemed to bind the parties hereto expect specifically recorded herein. The Developer shall solely be liable and responsible for any liability in connection with the construction of dwelling units on the land beneath the said building. The Owner and the Developer shall be solely responsible from the date of possession for various expenses, taxes such as water charges, property tax, electric bills in respect of respective portions as mentioned hereinafter.

22. That the Owners Party No 1, and their legal authorised respective heirs, shall be authorized to retain, book, sell, transfer their pre-nominated flats of their 30% share alongwith the common areas, in their own discretion. Similarly the Builders shall be authorized to retain, book, sell, transfer their pre-nominated flats of their 70% share, in their own discretion. The Builders undertake to sell or book their share of flats by assuring that they have simultaneously handed over the agreed pro-rata

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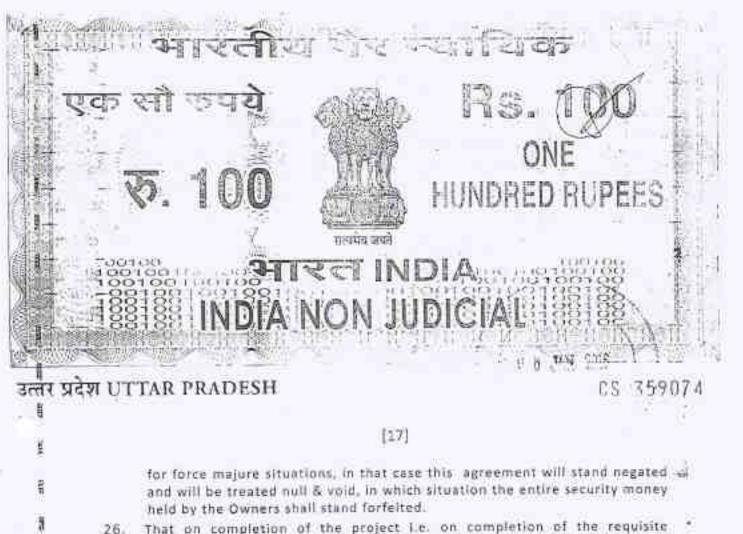
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percentage of flats to the Owners, so that they may take similar steps of selling or booking the constructed flats, either by themselves or through the marketing agency of the Builders, and the Builders shall extend their support if the Owners so desire.

- 23. That the Second Party had undertaken to start the construction work of Block B, immediately after receipt of the sanctioned building plan and complete the construction of the building within 36 months. However, any period, during which the Second Party Is not entitled or unable to carry out development work or undertake construction due to unforeseen circumstances (like rostraint order by a Court) then this period would be extended by another 6 month period (burning force (organe)).
- 24. That in the event the Party No 2 is unable to complete the requisite construction within the afore-mentioned period plus the extended period, in that case the Owners shall be entitled to compensation which the Owners may deem fit, and not adhere to clause no 9 above, and to which the second party will have no objection. That due to default of any other nature by the Second Party, the First party shall be entitled to compensation which may be a monetary compensation (adjustable from the security deposit received by the owners), and may also extend to termination of this agreement by declaring it not and void and having intimated to the Second party, in which case all structures and assets on the owner's property would belong to the Owners, if not removed from the site within the time stipulated as stated above.
- 25. That the Party No 2 (Builders) in agreement with Party No 1 (owners) have already commenced the construction work on site, very much in accordance with sanctioned building plan received from ADA. However if they discontinue the construction work for any reason whatsoever, other than

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26. That on completion of the project i.e. on completion of the requisite building (residential Flats in Block B), 30% in the completed building on each floor as per plan shall be solely owned and possessed by the Owners (First Party) and remaining 70% of the completed building as per sanctioned plan on each floor shall be solely owned and possessed by the Builder (Second Party). It is made clear that the flats so built have been pre-nominated, in whole numbers and not sub-divided. That both the Owners and Second Party have mutually decided the distribution of Residential Flats as per the shares agreed by them.

(A division plan of 82 flats Block B are attached herewith as annexure-C(1) & C(2) to with this Builders Agreement, which shall be strictly adhered to by all the parties hereto).

27. That 70% of the completed building (including loading) shall be owned and possessed by the Second Party (as mentioned herein before) and the Second Party alone shall be entitled to either retain or sell the same at their own discretion without any interference by the Owners or their heirs, successors and legal representatives. Similarly the remaining 30% (including loading) of the completed residential flats shall be owned & possessed by the Owners First Party, of which 15% each shall be equally divided between (a) Sri Deepak Bagge, 5mt Ritu Bagga and 5ri Arjun Bagga (or as they may decide) and the balance 15% shall vest with (b) Sri Mukesh Chandra Jaiswal (the details of this sub-division are also indicated in the division map annoxed hereto) & shall absolutely vest with the Owners, who alone shall

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be entitled to either retain or sell the same at their own discretion without any interference by the Second party or their heirs, successors and legal representatives.

- 28. That the Builder acknowledges that out of 36 1 BHK flats in Block B, only 11 Nos. 1 BHK flats, are allotted to the Owners party no 1 (A&B), similarly out of 45 Nos. 2 BHK flats in Block B, 14 Nos. 2 BHK flats are vesting with Owner party no 1 (A&B) viz Sri Deepak Bagga, Smt Ritu Bagga and Sri Arjun Bagga and Owner Sri Mukesh Chandra Jaiswal by way of their 30 % share, and the same have been pre-allotted to avoid any confusion as under:
 - 2 nos 1 BHK Flat numbered : F4-101, and F5-101 are allotted to Sri Deepak Bagga
 - 2 Nos I BHK Flat numbered: F1-106, and F6-101, are allotted to 5mt Ritu Bagga
 - 2 Nos 1 BHK Flat Numbered: F2-106, and F3-101, are allotted to Sri Arjun Bagga
 - 2 Nos 2 BHK Flat Numbered as: F1-104, and F4-102 is allotted to Sri Deepak Bagga
 - 3 Nos 2 BHK Flat Numbered as: F2-102, and F5-103 and F6-105 is allotted to Smt Ritu Bagga
 - 2 Nos 2 BHK Flat Numbered as: F1-105, and F3-105 is allotted to Sri Arjun Bagga

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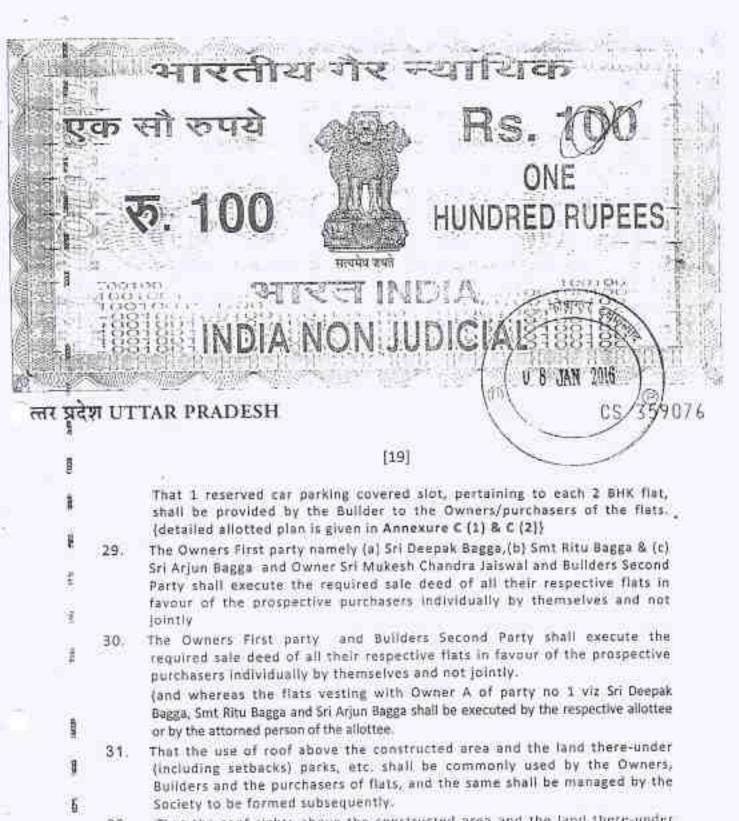
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- 5 Nos 1 BHK flat Numbered as: F1-101, F2-114, F3-114, F4-114 & F6-114 are allotted to Sri Mukesh Chandra Jaiswal, and
- 7 Nos 2 BHK flat numbered as F1-102, F2-103, F2-105, F3-102, F4-105, F5-105. F6-104 is allotted to Sri Mukesh Chandra Jaiswal.

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That the roof rights above the constructed area and the land there-under (including setbacks) shall also be owned by the Owners (30%) and the Second Party (70%) respectively, the Builders undertake to develop/construct the roof area if permissible by law at their cost and shall share the portion developed in the same ratios with the Owners.

33. That the Owners, Second Party and the purchasers, transferees or assigns shall have the right to use the common passage amenities, area of parking's (as available or may be developed later or as the case may be) and other

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basic amenities etc. as per approved plan subject to power vested by this agreement over roof-rights etc by clause 5 above.

- 34. That the Builders admit that the Owners have made 24 yrs record of the property available to them, which the Builder finds adequate for going forward in the project. However efforts of locating older records is in progress, it is agreed and admitted between both parties that this will not effect the Builders agreement in any manner whatsoever.
- 35. That it is being made very clear, in the interest of the Builder, that if in any case there is any problem/ambiguity/hurdle in the land offered to the Builder at any stage. the Owners shall return the advance money to the Builders. The Builders have been made aware of the fact that about 600 to 700 sq yds of land has been illegally capsized/grabbed by the neighbouring plot owner, from whom the Owners are trying to recover as soon as possible. Moreover it is clearly understood that the recovery or nonrecovery of such land shall have no impact on the terms agreed and defined in this Builders agreement, and the project would be continued on the land in actual possession/available.
- That the Second Party has already started construction of the residential Flats as 36 per the sanctioned plan received from the office of the Aliahabad Development Authority and shall complete the entire construction with all the provisions and amenities etc. within the time stipulated in Para 8 above.
- 37 That the Builder will not mortgage the Owners Land for taking advance or loans from any Banks, or financial institutions, for meeting the cost of the project or for other contingencies. However they are open to take advance from the prospective buyers/investors of the flat on booking, at any stage, which however shall not be



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construed a liability on the Owners, in case the Builde's do not carry out the project work in the scheduled time, mentioned in para 9 above.

- 38. That during the course of construction all building materials and equipment used or to be used shall remain at the Developer's risk and the Developer shall not be entitled to any compensation from the first party for any damages, loss or destruction of such works or material or equipment arising from any cause whatsoever, till until the completion of building any case damage or harm occurs to the adjourning properties, neighbours, the Developer shall be fully responsible for all the consequences.
- 39. The minimum amenities to be provided by the Second Party to all the Flat owners would include electrical connection, lifts, power back-up, Boundary wall, greenbelt, drainage, proper sewage system, hard & soft waste disposal, water tanks, pumps for water, water-harvesting, ground water to overhead connection, street lighting etc,
- 40. The legal occupiers of the residential flats shall always be authorised to use the same along with common passage, amenities etc. subject to power vested by this agreement over roof-rights etc by as mentioned above.
- 41. That the aforesaid residential building shall be named as "GALAXY HEIGHTS".
- 42. That due to any defect in the title of the owners, if any loss is caused to the Second Party, the owner, other than already declared shall indemnify the Second Party, such loss as may be assessed by mutual consent and agreement between the parties.
- 43. That after the aforesaid & residential Flats are complete the Owners and the Second Party or their assigns/agents/representatives/licensees in whatsoever capacity shall bear the cost of its maintenance along with maintenance of the common facilities, amenities, passage and electricity of common facility etc. which will be shared in all respect with the occupants, owners in proportion to the area in their possession for the

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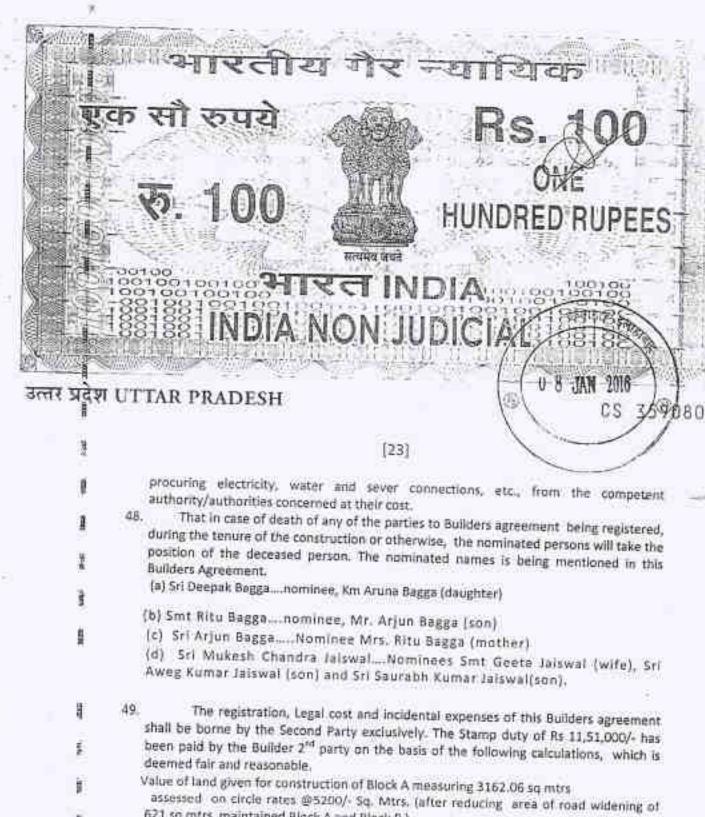


said purposes and maintenance on a fixed monthly charges/levy as may be decided by mutual consent.

- 44. That the Second Party and Owners along with other occupants of the flats, shall form a Society comprising of atleast one member of each of the Owners and the Builders themselves, including their heirs, legal representatives executors nominees and assigns and other occupants of the various unit of the flats and the said society shall be responsible for maintenance of the building complex. The said society shall charge each member/owner/occupants of the flats such sum as may be agreed by the majority in the meetings of the executive committee of the society. The said society shall be registered and have its bye-laws and rules.
- 45. That in the event of any question or dispute arising under, in connection with or interpretation or scope of this Builders Agreement being executed, or relating thereto, the same shall be referred to Arbitration of two persons, one to be appointed by the Owner and the other by the Builders. The decision of the Arbitrators shall be final and conclusive. The work of the construction of the said complex or any other matter incidental to this agreement shall not at any time or during or after arbitration proceeding, be stopped, obstructed or delayed in any manner whatsoever, except for any violation by the Builders against the terms of this registered Builders agreement, or if the Builders action may cause any monetary loss to the Owners of any kind whatsoever.
- 46. That no change modification or alterations to this agreement shall be done without the written consent of the Owner and Builders/Developer. The parties hereto undertake not to contravene any of the terms of this agreement.
- 47. That the Builder/Developer shall be responsible for any eventuality or consequences arising out of the structural defects. Appropriate remedial measures to rectify such defects or remove such irregularities at the earliest shall be taken. The Developer shall also apply and obtain the required NOC etc., for installation of Transformers for

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621 sq mtrs maintained Block A and Block B)

Stamp worth Rs. 11,00,000/- through E-stamp Certificate No. IN-UP016165661409660 Dated 19-01-2016 and Rs. 51,000/- through General Stamp paper total stamp duty has been paid Rs. 11,51,000/-.

IN WITNESS WHEREOF the parties hereto have signed this deed with their own good and free will and accord and without any coercion and in sound state of mind and health on this the 201 day of JANUARY, 2016 at Allahabad.

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SCHEDULE

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JAN 2016

FREEHOLD land at Araji No. 15, village Dhanuwa, Pargana - Arail , Tehsli Karchhana, Allahabad measuring 3162.06 sq mtrs (out of 2 Bigha 9 Biswa 15 Dhoor i.e. 5473 sq mtrs) MARKED RED IN THE SITE PLAN ANNEXED HERETO AND BOUNDED AS BELOW :-

- a. NORTH...PART OF PORTION OF PROPERTY OF ARAAII NO 15 BELONGING (to Deepak Bagga and others (see para 33) FOLLOWED BY THE Araaji no 14, LAND BELONGING TO MR SRI RAM KHANNA OF DHARBANGA
- SOUTH....PORTION OF MR TEWARI (baba) Ararji No 16.
- c. EAST PART OF PORTION OF PROPERTY OF ARAAJI NO 15 BELONGING (to Deepak Bagga and others (see para 33)
- d. WEST OTHERS PROPERTY

ATTACH:

SITE PLAN MEASURING 3162.06 OUT OF 5473.5Q MTRS ...ANNEXURE...A SANCTIONED ADA MAP...ANNEXURE B

PRE-NOMINATED DIVISION MAP OF 82 FLATS .. ANNEXURE C(1) & C(2)



BE 099995

[25]

Date:

OWNER/FIRST PARTY

SRI DEEPAK BAGGA

PAN AAUPB6731H

SMT RITU BAGGA

PAN ACKPB3414B

SRI ARJUN BAGGA

PAN ACKPB3417C

SRI MUKESH CHANDRA JAISWAL

PAN ACCPJ8626M

BUILDERS/SECOND PARTY

M/s Skynet Infraventures Pvt. Ltd. a Private Ltd. Company, having their Head Office at 26 Muir Road (near Ekanki Kunj) Allahabad-211001 through its Managing Director Sri Ritesh Paul

PAN AATCS3262



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Drafted By: Manoj Kumar Singh "Lokesh", Advocate

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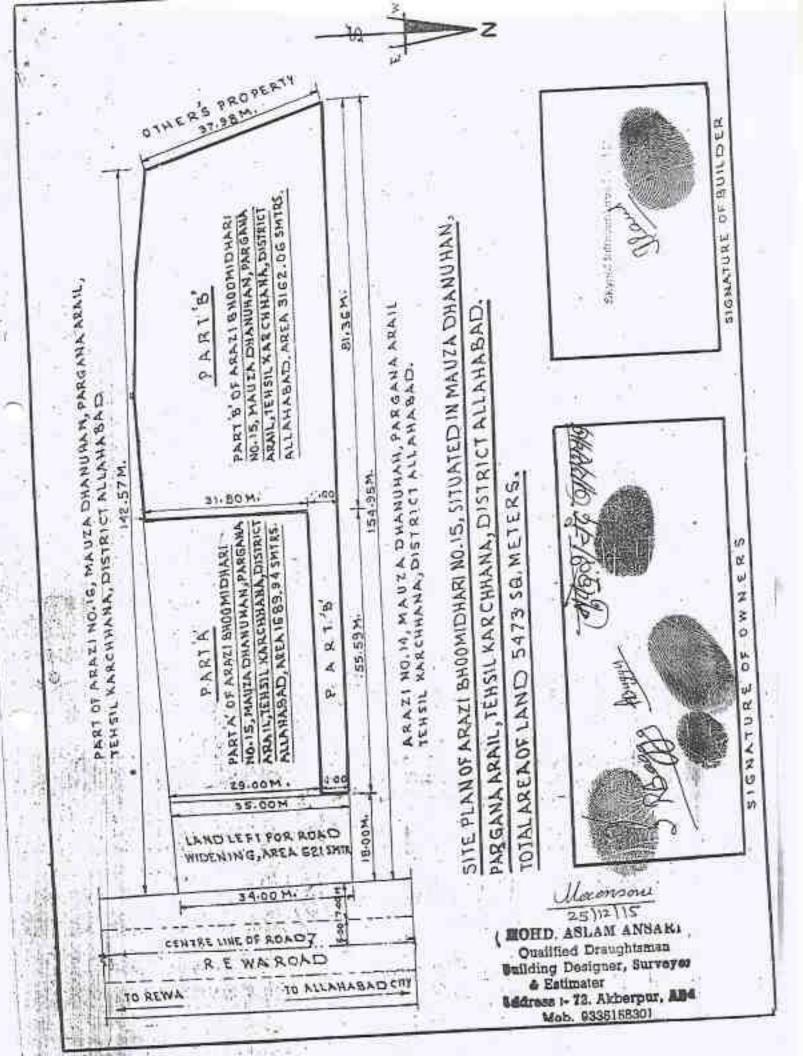
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आज दिनांक, <u>28/01/2016</u> को वर्ण में <u>1</u> जिल्हा में <u>4517</u> इन्द्र में <u>165</u> में <u>226</u> पर क्षमांक <u>826</u> रजिस्ट्रीकृत किया गया ।

गॅमिन्द्रीकरण अधिकारी क तस्तावर

\$!\(\lambda\) भारतीय प्र0 सन्तोप कु0 भारतीय प्र0 छप निवंधक करछना करछना सामाग्रहास

