### भाग 1

े*ं ्रक्ती* अथदा पार्यी द्वारा स्था जाने <mark>बाला ।</mark>

ान (प्रथम)

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ें केंद्र था पार्थना पत्र पश्चुत काने का दिनोंक

11-Oct-2013

प्रश्नुतकर्ता या पार्थी का राम

मेख का प्रकार

विक्रय अनुवंध विलेख

प्रतिफल को धनराशि

83,589,000 / 0.00

कमला शंकर

्र स्टिल्ड्रीकरण जुल्क

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इ. प्रतिबिधिकरण भुल्कः निरोक्षण या तत्वाश शुक्काः

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- नुष्टगरनामा के अधिप्रमागी करण के लिए भुल्क
- 5, कर्नाशन शुरक
- ७ विविधि
- 7, पात्रिक भन्ता।

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शुल्क वसून करने का दिनांक

11-Oct-2013

दिनांक अब लेख प्रतिलिपि या तताश प्रमाण पत्र

बायम करने के लिए नेवार किया

11-Oct-2013

५३६५८% - / महाराष्ट्र के उत्पादन



# INDIA NON JUDICIAL 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 Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00149442113738L

11-Oct-2013 02:46 PM

SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD

SUBIN-UPUPSHCIL0100160606972005L

ARUN KUMAR SINGH ADVOCATE

Article 23 Conveyance

BhumidhariLandArazi

830,841,841MINJUMLA,842,843,844,845TotalArea8940SqmtMauz8

UmarpurNeewaUparharAlld

(Zero)

KAMLA SHANKER AND SMT KAPOOR SHUKLA

H K INFRA ZONE PVT LTD DIR HEMANT KUMAR SINDHI

H K INFRA ZONE PVT LTD DIR HEMANT KUMAR SINDHI

58,51,500

(Fifty Eight Lakh Fifty One Thousand Five Hundred only)



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**BUILDER'S AGREEMENT** 

THIS BUILDER'S AGREEMENT made on this 11<sup>th</sup> day of October,2013

BETWEEN

1. Kamla Shanker

Son of Late Jagdamba Prasad Resident of 292, Kanhaipur, Dhoomanganj, Allahabad.

Smt. Kapoor Shukla

Wife of Sri Kamla Shanker Shukla Resident of 292, Kanhaipur, Dhoomanganj, Allahabad

(Hereinafter called "THE OWNERS FIRST PARTY" ); which term shall always mean and include their heir(s), legal representative(s), Successor(s), executors and assignee(s); unless expressly excluded.

# A N D H.K. INFRA ZONE (PVT.) LIMITED;

A duly incorporated Company under the

- Provisions of Companies Act, having its registered Office at 17, Industrial Colony, Naini, Allahabad through its

Director Shri Hemant Kumar Sindhi Son of Late Jamuna Das,

Resident of 17, Industrial Colony, Naini, Allahabad.

(Hereinafter referred to be as the 'THE BUILDER SECOND PARTY'); which term, shall always mean and include its successor(s), legal representative(s), executor(s) and assignee(s); purpose (s) excluded.

R-S- Shubble

कर्त्र शुक्तुर

For HKINFRAZONE (P.) IT Hemany Coman Div



Director

WHEREAS Smt. Kapoor Shukla of the Owners First Party purchased open land Part of Bhumidhari Arazi No. 830, Area – 1315 Sq. Mtr. and part of Arazi No. 841 & 841(Minjumla), Area – 1370 Sq. Mtr.; All Araziat situated in Village – Umarpur Neewa Uparhar, Pargana and Tehsil – Sadar, District – Allahabad from its previous owner/ bhumidhar Sri Adya Prasad alias Ayodhya Prasad son of Late Jagdamba Prasad, resident of 292, Kanhaipur, Dhoomanganj, Allahabad vide registered sale deed dated 10.10.2013 registered in Bahi No.1, Zild No. 8089 on pages 155 to 174 at Sl. No. 5559 on 10.10.2013 in the Office of Sub Registrar – Sadar(First), Allahabad and since then she is exclusive owner/ bhumidhar in possession of the same.

AND WHEREAS Sri Kamla Shanker of the Owners First Party is exclusive owner/bhumidhar in possession of Bhumidhari Arazi No. 842, Area – 570 Sq. Meter; Arazi No. 843, Area – 1140 Sq. Meter; Arazi No. 844, Area – 1710 Sq. Meter; Arazi No. 845, Area – 150 Sq. Meter, part of Arazi No.830, Area – 1315 Sq. Meter and part of Arazi No. 841 & 841(Minjumla), Area – 1370 Sq. Meter; All Araziat situated in Village Umarpur Neewa Uparhar, Pargana and Tehsil – Sadar, District – Allahabad and thus the First Party are the owners in possession of Bhumidhari land being Arazi No. 830, Area 2630 Sq. Meter; Arazi No. 841 & 841 (Minjumla), Area 2740 Sq. Meter; Arazi No. 842, Area 570 Sq. Meter; Arazi No. 843, Area 1140 Sq. Meter; Arazi No. 844, Area 1710 Sq. Meter and Arazi No. 845, Area 150 Sq. Meter Total Area 8940 Sq. Meter; All Araziyat situated in Mauza - Umarpur Neewa Uparhar, Pargana and Tehsil Sadar, District Allahabad.

AND WHEREAS the First Party are interested to raise residential complex over the aforesaid property Bhumidhari land being Arazi No. 830, Area 2630 Sq. Meter; Arazi No. 841 & 841 (Minjumla), Area 2740 Sq. Meter; Arazi No. 842, Area 570 Sq. Meter; Arazi No. 843, Area 1140 Sq. Meter; Arazi No. 844, Area 1710 Sq. Meter; Arazi No. 845, Area 150 Sq. Meter; Arazi No. 849, Area 180 Sq. Meter; Arazi No. 845, Area 180 Sq. Meter; All Araziyat situated in Mauza - Umarpur Neewa Uparhar, Pargana and Tehsil - Sadar, District Allahabad.

AND WHEREAS the First Party have represented and assured the Second Party as follows:-

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Herrant Kumar Sino



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अग्रिम धनस्रशि

क्षांच क्रिस्ट्री

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मालियत कमला शंकर

N.S. Stuckly

पुत्र श्री

स्व जगदन्या ग्रसाद

व्यवसाय

निवासी स्थावी 292 कन्हर्दगुर धूमनगंज इलाहायाद

अरधार्थी पता

ने यह लेखपंद इम कार्यालय में वर्त निवन्यन हेतु पेश किया।

रिनांक 11/10/2013 4:26PM

रजिरट्रीकरण अधिकारी के हस्ताक्षर

मदनमोहन तिवारी (प्र) **उप निबन्धक (प्रथम)** 

इलाहाबाद

निष्पादन शैखपञ्च बाद सुनने च समझने गजमून व प्राप्ता धनमात्रि रू प्रलेखानुसार उक्त

विक्रेला

11/10/2013

भ्री कमला शंकर K.S.Shubble पुत्र श्री स्व जगदम्बा प्रसाद पेशा

निवासी 292 कन्हर्देपुर धूगनगंज इलाहाबाद

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पुत्र श्री रच जमुना दारा

निवासी 17 इण्ड्रस्टियल एरिया नैनी इलाहाबाद

श्रीमती कपूर शुक्ला पत्नी श्री कमला शंकर शुवला

निवासी 292 कन्हर्द्युर घूमनगंज इलाहाबाद

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- The First Party have not entered into any Agreement of either sale or mortgage or development of the said property with any one else in the past.
- 2. The property is free from all encumbrances in any way.
- There is no legal dispute pending against the aforesaid site.
- That except the Owners First party or their successors, no body else has any right or title, interest, claim or demand whatsoever or howsoever into or upon the said property.
- That there is no notice of acquisitions or requisition received or pending in respect of the property.

AND WHEREAS on the basis of aforesaid representations and finding the same to be true, the Second Party has decided to develop the aforesaid property and agreed for the construction of multi-story Residential Complex comprising such number of floors, which may be permitted by A.D.A., Allahabad by its own investment and money over the aforesaid property Bhumidhari land being Arazi No. 830, Area 2630 Sq. Meter; Arazi No. 841 & 841 (Minjumla), Area - 2740 Sq. Meter; Arazi No. 842, Area 570 Sq. Meter; Arazi No. 843, Area 1140 Sq. Meter; Arazi No. 844, Area 1710 Sq. Meter; Arazi No. 845, Area 150 Sq. Meter; Total Area 8940 Sq. Meter; All Araziyat situated in Mauza - Umarpur Neewa Uparhar, Pargana and Tehsil - Sadar, District Allahabad fully described at the end of this Deed and also shown to be bounded by red lines in the annexed plan on the following terms and conditions as contained hereinafter:

# NOW THE OWNERS FIRST PARTY AND THE BUILDER SECOND PARTY HERE TO COVENANTS AS UNDER: -

 That the First Party do hereby declare that they are exclusive owners of Bhumidhari land being Arazi No. 830, Area - 2630 Sq. Meter; Arazi No. 841 & 841 (Minjumla), Area - 2740 Sq. Meter; Arazi No. 842, Area - 570 Sq. Meter; Arazi No. 843, Area - 1140 Sq. Meter; Arazi No. 844, Area - 1710 Sq. Meter; Arazi No. 845, Area - 150 Sq. Meter Total

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ने निष्पादन स्तीकार किया ।

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पुत्र श्री राजेन्द्र सिंह
पेशा

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पत्यक्षतः भद्र सक्षियों के निभान अंगुठे नियमानुसार लिये गये हैं।

ने की ।

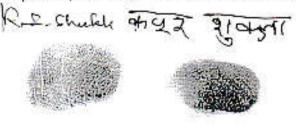
रजिस्ट्रांकरण्य अधिकारी के इस्ताक्ष

(M) १८-मदनमोहन तिवारी (प्र) उप निबन्धक (प्रथम) इलाहाबाद 11/10/2013



Area - 8940 Sq. Meter; All Araziyat situated in Mauza - Umarpur Neewa Uparhar, Pargana and Tehsil - Sadar, District Allahabad fully described at the end of this Deed and also shown to be bounded by red lines in the annexed plan.

- 2. That the Second party shall get prepared a building plan, by competent Architect and shall submit the Building Plan before the Allahabad Development Authority, Allahabad for approval /Sanction to construct Residential Complex as may be permitted by the A.D.A., Allahabad over the aforesaid Bhumidhari land being Arazi No. 830, Area 2630 Sq. Meter; Arazi No. 841 & 841 (Minjumla), Area 2740 Sq. Meter; Arazi No. 842, Area 570 Sq. Meter; Arazi No. 843, Area 1140 Sq. Meter; Arazi No. 844, Area 1710 Sq. Meter; Arazi No. 845, Area 150 Sq. Meter Total Area 8940 Sq. Meter; All Araziyat situated in Mauza Umarpur Neewa Uparhar, Pargana and Tehsil Sadar, District Allahabad fully described at the end of this Deed and also shown to be bounded by red lines in the annexed plan and the entire cost and expenses to obtain the sanction of the aforesaid building plan shall be born by the Second Party alone.
- 3. That the First party shall deliver the vacant possession of the aforesaid Bhumidhari land being Arazi No. 830, Area 2630 Sq. Meter; Arazi No. 841 & 841 (Minjumla), Area 2740 Sq. Meter; Arazi No. 842, Area 570 Sq. Meter; Arazi No. 843, Area 1140 Sq. Meter; Arazi No. 844, Area 1710 Sq. Meter; Arazi No. 845, Area 150 Sq. Meter Total Area 8940 Sq. Meter; All Araziyat situated in Mauza Umarpur Neewa Uparhar, Pargana and Tehsil Sadar, District Allahabad fully described at the end of this Deed and also shown to be bounded by red lines in the annexed plan to the Second party within one month from the date of sanction of Building Plan by the A.D.A., Allahabad for the purpose of construction of Multistoried Building in terms of Builder's Agreement as per map sanctioned by A.D.A., Allahabad and shall remove the herbs and shrubs and construction of any kind etc. from over the land subject matter of this Builder's Agreement at their own cost and expenses before delivery of the said land to the Second Party.
  - That the Second Party shall construct Multistoried Residential Complex by 'A' Class material as may be permitted by the A.D.A.,



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## विक्रेता

Registration No.:

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Year:

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Book No.:

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स्व जगदम्बा प्रसाद

292 कन्हर्रपुर धूननगंज इलाहाबाद

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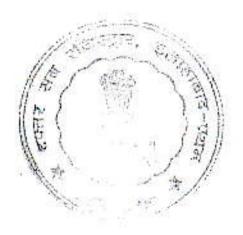
क्रमला शंकर शुक्ता

292 कन्हर्द्रपुर धूमनगंज इलाहासाद









Allahabad over the aforesaid Bhumidhari land being Arazi No. 830, Area - 2630 Sq. Meter; Arazi No. 841 & 841 (Minjumla), Area - 2740 Sq. Meter; Arazi No. 842, Area - 570 Sq. Meter; Arazi No. 843, Area - 1140 Sq. Meter; Arazi No. 844, Area - 1710 Sq. Meter; Arazi No. 845, Area - 150 Sq. Meter Total Area - 8940 Sq. Meter; All Araziyat situated in Mauza - Umarpur Neewa Uparhar, Pargana and Tehsil - Sadar, District Allahabad fully described at the end of this Deed and also shown to be bounded by red lines in the annexed plan strictly as per sanctioned plan and shall be solely responsible for that.

- That the funds for construction of building and completion of project shall be arranged and borne by the Second Party alone.
- 6. That the Second Party shall provide parking, open space and residential Flats/ Apartments in the suitable place in the multistoried residential complex as permitted under law by Allahabad Development Authority, Allahabad and also shall provide EWS and LI.G. Flats as required by the law, by the State Govt./ Allahabad Development Authority, Allahabad in suitable place in proposed residential complex at its own cost and expenses.
- 7. That on completion of the project i.e. on completion of entire construction of Multistoried complex the First Party shall become absolute Owners of 30% (Thirty Percent) of the saleable constructed area together with proportionate land and remaining 70% (Seventy Percent) of the saleable constructed area together with proportionate land shall be exclusively owned and possessed by the Second party. The constructed area on each floor shall be as per sanctioned plan.
- 8. That the map is to be sanctioned as per FAR permitted by A.D.A., Allahabad. However in case during the period of construction, if, the ADA, permits more FAR, in such case the Second Party shall submit revised plan and shall construct as per revised FAR. The First party and Second Party shall be exclusive owner of such additional construction together with proportionate land in the aforesaid proportion of 30%: 70%.

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Registration No.:

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Year :

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- 9. That the Residential Flats falling in the share of the parties shall be mutually decided and earmarked by the First Party and the second Party as far as possible within 30 days from the date of sanction of the Building plan by the A.D.A, Allahabad and both parties shall sign and execute a memorandum thereof distinctly showing the constructed saleable area to be owned by the First Party and the constructed saleable area to be owned by the Second party in the above ratio of 30%; 70%.
- 10. That the entire constructed saleable area owned by the First Party as mentioned here in before shall, along with proportionate land, absolutely vest in the First Party and the First Party alone shall be entitled to either retain or execute sale deed of the same at their own discretion by their own signatures with out any interference by the Second party or its successors or legal representatives, executors, assignees or nominees.
- 11. That similarly the entire constructed saleable area owned by the Second Party as mentioned here in before shall, along with proportionate land, absolutely vest in the Second Party and the Second Party shall alone be entitled to either retain or sell the same by its own signatures with out any interference by the First party or their heirs, legal representatives, executors or assignees or nominees.
- 12. That the Second Party have given advance of Rs. 4,00,51,000/(Rupees Four Crore and Fifty One Thousand) only to the First Party as per details given in schedule of payment, given at the end of this Deed and the receipt of which is hereby acknowledged by the First party. The Second Party shall further pay a sum of Rs. 4,00,00,000/- (Rupees Four Crore ) only as advance/ security money to the First Party in three installments within six months from the date of sanction of Building Plan by the A.D.A., Allahabad, The aforesaid entire amount of Rs.8,00,51,000/- (Rupees Eight Crore and Fifty One Thousand) only without interest shall be returned by the First party to the Second party within 6 months from the completion of the construction. The First Party shall also be entitled to sell their constructed area to the Second Party or its nominee(s) and get the aforesaid amount adjusted.

R-s. sh. क्षेत्र क्रिकार

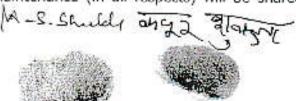
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- 13. That in the event of non-sanctioning of Map for construction of building/ residential complex or in absence of any other approval by the Competent Authority, the aforesaid advance money shall be refunded by the First Party to the Second Party.
- 14. That on completion of the above project and on delivery of constructed area of the share of the First Party by the Second Party to the First Party as given here in before, and after return/ adjustment of the entire advance received by the First Party from the Second party, the parties here to shall not have any claim whatsoever against each other.
- 15. That the entire project shall be completed as far as possible within a period of 36 months and further six months extension, if needed, from the date of permission or sanction of plan for construction of multistoried complex by A.D.A., Allahabad.

However any period, during which the Second Party shall not be entitled or able to carry out development work or raise construction under unforeseen circumstances like restrain order by court etc., the same shall not be taken in account in calculating the aforesaid period of 36 months and further six months extension, if needed.

- 16. That the open areas of the plot/ land after construction of building and the roof top of the Multi storied Building shall be exclusively under control and management of the First Party and the Second party and the same shall always be used by both parties for more beneficial enjoyment of the entire complex.
- 17. That the passage, common area and common amenities of the Multi story complex shall always be available for use to the First party, Second Party, their transferees, and assignees of the multistoried complex as per terms that may be decided by the First party, Second Party, their transferees, and assignees.
- 18. That after the multistoried complex is completed and occupied by the First party, Second Party and/ or their assignees/ agents/ representative/ licensees in what so ever capacity, the cost of its maintenance (in all respects) will be shared by all i.e the First party,



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Second Party and/ or their assignees/agents/representative/licensees in what so ever capacity in proportion to the area in their possession.

- 19. That on completion of the project the First party, the Second Party and their successors, heirs, legal representatives, and assignees shall form a society comprising the First Party, the Second Party, their heirs, legal representatives, and assignees and transferees/ or assignees of various units of Multi Storied Complex and the said society shall be responsible for maintenance (in all respect) of the Multi-story Complex.
- 20. That in case of any dispute arising between the parties hereto pertaining to the terms and conditions of this Builder's Agreement, the same shall be referred to three arbitrators, one each to be appointed by the First Party and the Second Party and third arbitrator to be appointed by the aforesaid two arbitrators and the decision of the arbitrators shall be final and binding on the parties hereto. The provisions of Arbitration Act 1996 shall be fully applicable to such Arbitration proceedings.
- 21. That it is specifically mentioned and made clear that during construction of the Multi Storied Complex the First Party including their heirs and LRs, executors, nominees and assignees shall not be entitled to interfere in any manner in the construction of the multistoried complex and the construction work shall not be stopped in any circumstance even during pendency of the arbitral proceeding.
- That cost and expenses of this Builder's Agreement including payment of Stamp Duty is borne by the Second Party.

#### SCHEDULE OF PAYMENT

i) Rs. 1,00,00,000/- Vide Cheque No. 145803 dated 15.07.2013

ii) Rs. 1,00,00,000/- Vide Cheque No. 145804 dated 15.07.2013

iii) Rs. 50,00,000/- Vide Cheque No. 145805 dated 15.07.2013;
All Cheques are drawn on Vijaya Bank, Beli Road Branch, Allahabad.

iv) Rs. 51,000/- In cash on 15.7.2013

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v) Rs. 50,00,000/- Vide Cheque No. 145806 dated 31.07.2013

vi) Rs. 50,00,000/- Vide Cheque No. 145807 dated 31.07.2013

vii) Rs. 20,00,000/- Vide Cheque No. 145808 dated 31.07.2013;

All Cheques are drawn on Vijaya Bank, Beli Road Branch, Allahabad.

viii) Rs. 30,00,000/- Paid through RTGS on 31.08.2013 vide UTR No. VIJBH13243063785

Total Rs. 4,00,51,000/-( Rupees Four Crore and Fifty One Thousand only)

Bhumidhari land being Arazi No. 830, Area 2630 Sq. Meter; Arazi No. 841 & 841 (Minjumla), Area 2740 Sq. Meter; Arazi No. 842, Area 570 Sq. Meter; Arazi No. 843, Area 1140 Sq. Meter; Arazi No. 844, Area 1710 Sq. Meter; Arazi No. 845, Area 150 Sq. Meter Total Area 8940 Sq. Meter; All Araziyat situated in Mauza - Umarpur Neewa Uparhar, Pargana and Tehsil - Sadar, District Allahabad in the shape of open land and bounded as below:

North - 12 Meters wide road.

South - Arazi No. 829 of owners First Party.

East - Arazi of others

West - 12 Ft. wide Road.

And also shown to be bounded by red lines in the annexed plan.

Valuation of property for the purposes of payment of Stamp

Duty:

Area : 8940 Sq. Mtrs.

i) Value of land @ Rs. 8,500/- per Sq. Mtrs. = 8490 Sq. Mtr. X Rs. 8,500/-= Rs. 7,59,90,000/-

ii) 10% Additional charges = Rs. 75,99,000/-

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Total Value = (i) + (ii) = Rs. 8,35,89,000/-

Stamp of Rs. 58,51,230/- is payable on Rs. 8,35,89,000/- as per G.O. No. 2756/11 dated 30.6.2008 of U.P. Government.

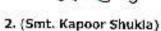
Total Stamp of Rs. 58,51,500/- is paid.

IN WINTESS WHEREOF We the parties hereto have signed and set their hands on the day, months and year first above-mentioned.

(Builder Second Party) FOR HK INFRAZONE (B) LTD. Hemany luman (Stude (Hemant Kumar Sindhi) irector

(Owners First Party)

1. (Kamla Shanker)





Witnesses:-

1. Arun Kerman Singh Advocate Civil Court, Atlahabad

Typed by:

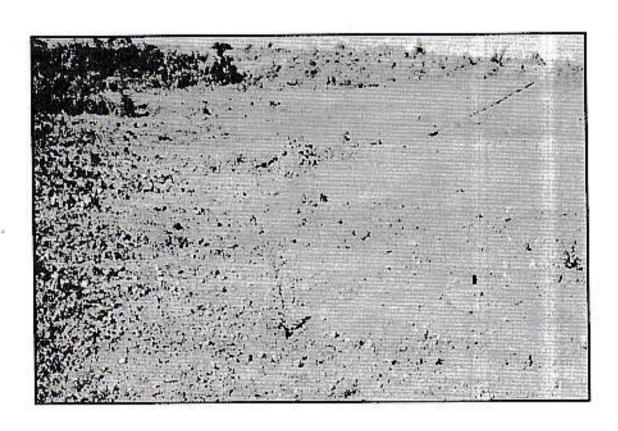
आज दिनांक <u>11/10/2013</u> को थही सं <u>1</u> जिल्द सं <u>8092</u> पृष्ठ सं <u>137</u> से <u>160</u> पर क्रमांक <u>5610</u> रजिस्ट्रीकृत किया गया ।

रिंगस्ट्रीकरण अधिकार्ग के हम्नाक्षर



SHEPLAN OF BHUMIDHARI ARAZ NO. 830 AREA 2630 SO. METRES. ARAZINO. BAI & ARAZINO. BAI (MINJUMLA) AREA 2740 SQ. METRES OF HEARA, EPB. ON ITARA, EGGT THE BEOTE AGRA, SPB. ON ITARA SO METRES, DRAZINO, 844, AREA 1710 SO, METRES AND ARAZINO. 845, AREA 150 SQ METRES, TOTAL AREA 8940 SG METRES. ALL ARAZIYAT SITUATEDIN YILLAGE UMAR PUR NEEWA UPERHAR. PARGAMA & TASIL SADAR, DISTRICT ALLAHABAD SHOWN BY RED NOT TO SCALE (NORTH) 12 METRES WIDE BOAD 19.32 (\$00711) ASA () NO 829, OF OWNERS R-S-Shubble. Hemant Kumar Smar \$195VI ERS

Photographs of Bhumidani Arazi No.
830, 841 9 841 (minimala), 842, 843, 844
and 845, Total Area - 8940 50, meters.;
All Araziyat Situated in Village.
Umarpur Neslia, Dongana & Tehril.
8adar, Dist. Allahabad



K-E-Shulle orez 3/04/11

