

उत्तर प्रदेश UTTAR PRADESH

A 206163





SHYAM JI RASTOGI

THIS NON JUDICIAL STAMP PAPER IS PART AND PARCEL OF BUILDER AGREEMENT - BETWEEN - VINAYAK SHREE REAL ESTATE PRIVATE LIMITED - AND - SHREESRI BUILDTECH PRIVATE LIMITED FOR PART OF PLOT NO. GH-1, AT 'VINAYAK SHREE NRI CITY', KATRI KHEYORA, KANPUR NAGAR, ADMEASURING 7969.96 SQ. METERS.

for Vinepal State Real Estate (P) Ltd.

For Shreed Buildlech Private Ltd. An acr of Banfal

Autt., Sign. / Director

जनरल-स्टान्प अन्य का प्रदेश मा प्रकार 2000 भूग का प्रदेश का माना 2000 भाग का प्रदेश किया का प्रकार का का भाग की किया के प्रदेश का काम का का पता पत्री का मान के प्रदेश का काम का का का का का का का कि का पता पत्री का मान के प्रदेश का काम का का का का का का कि का पता पत्री का काम के प्रदेश का कि का का OFFICE NAME

SUB-REGISTRAR, ZONE-II,

KANPUR NAGAR.

Date of Presentation

23.05.2011

Date of Execution

21.05.2011

Name of Presenter

RAJESH KUMAR GUPTA., adult, son of Shri Purshottam Das Gupta, Resident of 14/100(22), Civil Lines, Kanpur Nagar.

Nature of Document

BUILDER AGREEMENT

Name of Land Owner

VINAYAK SHREE REAL ESTATE PRIVATE LIMITED, having its Registered Office at Third Floor, S.G.M. Plaza, 8/226, Arya Nagar, Kanpur Nagar, through its Director Shri Rajesh Kumar Gupta, adult, son of Shri Purshottam Das Gupta, Resident of 14/100 (22), Civil Lines, Kanpur Nagar-208001.

AND

Name of Builder

SHREESRI BUILDTECH PRIVATE LIMITED, having its Registered Office at 6926, Jaipuria Mill, Clock Tower, Subji Mandi, Delhi-110 007 and Administrative Office at Vinayak Shree N.R.I. City, Katri Kheyora, Kanpur Nagar; through its Director Shri Anand Bansal, adult, son of Shri Manoj Kumar Bansal, Resident of 13, Tagore Road, Cantt, Kanpur Nagar-208011

DESCRIPTION OF PROPERTY

1. Place

Vinayak Shree NRI City, Katri

Kheyora, Kanpur Nagar.

2. Plot Number

Part of Plot No. GH-1

3. Area of Plot

7969.96 Sq. Meters

4. Covered Area

562.10 Sq. Meters

5. Number of Pillars

56 (3.05 Meters in height)

For Shreest Buildlech Private Ltd. Argand Bansal

Auth, Sign, / Director

6. Nature of Use

Residentia.

7. Nature of Construction

R.C.C.

8. Number of Stories

Ground Floor only

9. Year of Construction

Newly Constructed

10. Width of Road

24.38 Meters wide proposed Road.

7. BOUNDARIES OF THE PROPERTY

North

Public Parking

South

Other's Land

Hast

24.38 Mts. wide proposed road.

West

12.00 Mts. wide proposed road.

DETAILS OF STAMP DUTY PAID

Circle Rate of land

Up to 2000 Sq. Meters

Rs. 8000 /- Per Sq. Meter

2. Circle Rate of land from

2001 Sq. Meters to 5000 Sq. Meters

Class after afterd from

Rs. 6400 /- Per Sq. Meter

Circle Rate of land from

5001 Sq. Meters and above

Rs. 5600 /- Per Sq. Meter

4. Value of Land

Up to 2000 Sq. Meters

Rs. 1,60,00,000/-

 Value of Land from 2001 So. Meters

2001 Sq. Meters to 5000 Sq. Meters

i.e. 3000 Sq. Meters

Rs. 1,92,00,000/-

Value of Land from

5001 Sq. Meters

to 7969.96 Sq. Meters

i.e. 2969.69 Sq. Meters

Rs. 1,66,31,776/-

Value of land

Rs. 5,18,31776/-

8. 10% Extra value of land

Rs. 51,83,178/-

For Unaspak Shace Real Estate (P) Ltd.

Director

For Shreesri Buildtech Privala Ltd.
Anance Banco

Auft., Sign. / Director

Value of Construction

Rs. 50,58,900/-

10. Value of Pillars

Rs. 2,80,000/-

11. Total Value of the property:

Rs. 6,23,53,854/- say

Rs. 6,23,54,000/-

12. Stamp duty payable

Rs. 43,64,780/- say

Rs. 43,64,800/-

13. Total Stamp Paid

Rs. 43,70,000/-

Note: There is two side road but no park facing the property.

THIS BUILDER AGREEMENT MADE AND EXECUTED AT KANPUR NAGAR.

BETWEEN

VINAYAK SHREE REAL ESTATE PRIVATE LIMITED, having its Registered Office at Third Floor, S.G.M. Plaza, 8/226, Arya Nagar, Kanpur Nagar: through its Director Shri Rajesh Kumar Gupta adult, son of Shri Purshottam Das Gupta, Resident of 14/100 (22), Civil Lines, Kanpur Nagar-208001; authorised by the Resolution dated 01.05.2011 passed by the Board of Directors of the said Company.

......First Party/Land Owner

AND

Office at 6926, Jaipuria Mill, Clock Tower, Subji Mandi, Delhi-7, and Administrative Office at Vinayak Shree NRI City, Katri Kheyora, Kanpur Nagar; through its Director Shri Anand Bansal, adult, son of Shri Manoj Kumar Bansal, Resident of 13, Tagore Road, Cantt, Kanpur Nagar-208011; authorised by the Resolution dated 01.05.2011 passed by the Board of Directors of the said Company.

.....Second Party/Builder

For Vineyek Shree Real Estate (P.) Ltd.

For Shreeter Buildeth Filipite Like.

An and Banch

And Sign. | Director

(The First Party/Land Owner and the Second Party/Builder shall mean and include their successors, successors-in-interest, representatives, attorney, administrators, directors, partners, executors and assignees etc.).

WHEREAS the First Party along with its Group / Associate Companies and certain Individual has purchased / acquired the land through various sale deeds and other modes and are the land owners and the First Party is in possession of part of Plot No. GH-1, at 'Vinayak Shree NRI City', Katri Kheyora, Kanpur Nagar.

AND WHEREAS the First Party along with its Group / Associate Companies and certain Individual decided to develop an Integrated Township namely 'Vinayak Shree NRI City' in Village Katri Kheyora, Kanpur Nagar and got the DPR approved and also sanctioned its Layout Plan by Kanpur Development Authority on its own cost and expenses.

AND WHEREAS the First Party has entered in to an arrangements with is Group/Associate Companies and certain Individual by virtue of which their interest/title in their land have been vested into the First Party. Thus the First Party has right and authority to enter into this Builder Agreement and execute the same.

AND WHEREAS the First Party has decided to construct High Rise Multi-storied Building Complex/Group Housing along with the podium and other assets etc. over the part of plot no. GH-1 situated at 'Vinayak Shree NRI City', Katri Kheyora, Kanpur Nagar and for the said purpose got its Building Plan sanctioned from Kanpur Development Authority vide No. 247/1078/ Bhawan/2009-10 dated 28.12.2010 and Pennit No.1078/Bhawan/2009-10 dated 23.12.2010, but due to preoccupations in other business, the First Party found itself unable to

For Vineyek Shree Real Estate (P.) Ltd. lagre our outer

For Shreesri Buildlech ?... Anand Bansal Auth. Sign. / Disco

construct the same, therefore, the First Party approached to the Second Party, a Builder Company.

and the aforesaid property is also mortgaged with Kanpur Development Authority against performance guarantee and except aforementioned, the aforesaid property is free from all sorts of encumbrances, charges, attachments, sale or any prior agreement to sell and the First Party has not been restrained by any order of any Court of Law from alienating, transferring, assigning the ownership rights in whole or any part thereof and First Party has legal, valid and subsisting rights over the said property.

Party and on the assurance of the First Party that the First Party shall redeem the aforesaid mortgages or obtain NOC/Permissions from the Bank and Kanpur Development Authority, as early as possible specially before the date when it shall come into the selling position, the Second Party has agreed and is ready to construct the High Rise Multi-storied Building/Group Housing Complex over the part of Plot No. GH-1 Situated at Vinayak Shree NRI City, Katri Kheyora, Kanpur Nagar admeasuring 7969.96 Sq. Meters more particularly detailed and bounded as aforesaid and also shown and delineated in the map annexed herewith. The terms of this Builder Agreement have been settled orally between the parties, but to avoid any future complications and misunderstandings the parties to this Builder Agreement think it proper and expedient to reduce the terms and conditions in writing.

for Unaget Stree Real Estate (P.) Ltd.

Open Some Coulom

Director

For Shreest Buildech Privals Ltd.

Annual Bell College

Auth. Sign. / Director

THEREFORE THIS BUILDER AGREEMENT WITNESSETH AS UNDER:-

- 1. That the subject matter of this Builder Agreement is part of the Plot No. GH-1, situated at 'Vinayak Shree NRI City', Katri Kheyora, Kanpur Nagar, admeasuring 7969.96 Sq. Meters, alongwith the constructions existed thereon, more particularly detailed and bounded as aforesaid and also shown and delineated in the map annexed herewith, hereinafter referred to as the "Subjected Property".
- That the First Party has assured regarding its title and possession over the Subjected Property, except the mortgages as mentioned aforesaid, is absolute and marketable in all respect and this assurance is accepted by the Second Party and is the basis of this Builder Agreement.
- That the First Party has delivered the actual vacant and physical possession of the Subjected Property alongwith the execution of this Builder Agreement. The Second Party shall have the right to occupy the Subjected Property without any interference from the side of the First Party. A suitable Power of Attorney for carry on construction works smoothly, participating in discussion with the concerned authorities and departments regarding the same; shall be executed by the First Party in favour of the Second Party or its Authorised representative, if required.
 - That the Second Party has paid Rs. 50,00,000/- (Rupees Fifty Lacs Only) to the First Party as interest free advance, vide RTGS dated 04.01.2011 drawn on Punjab National Bank, Swaroop Nagar,

for Vinegal State (P.) Ltd.

For Shreest Buildtech Privata Ltd.

Anaul Bancel

Autt. Sign. / Director

Branch Kanpur which shall be adjusted upon the receipt of booking/sale proceeds of the Subjected Property.

- 5. That the First Party got sanctioned the Building Plan for the construction of High Rise Multi Storied Complex from Kanpur Development Authority vide No. 247/1078/ Bhawan/2009-10 dated 28.12.2010 and Permit No.1078/Bhawan/2009-10 dated 23.12.2010, in which Kanpur Development Authority approved Block No. 1, admeasuring 562.10 Sq. Meters, Block No.2 admeasuring 158.55 Sq. Meters, Block No.3 admeasuring 562.10 Sq. Meters, Block No.6 admeasuring 668.78 Sq. Meters, Block No. 7 admeasuring 562.10 Sq. Meters & Block No. 8 admeasuring 449.12 respectively alongwith the Podium within Plot no. GH-1 situated at 'Vinayak Shree NRI City', Katri Kheyora, Kanpur Nagar.
- Francisco, as and when required, from the concerned departments i.e. Kanpur Development Authority, Kanpur Nagar Nigam, Kanpur Jal Sansthan, Kesco, Ground Water Resources Department, Fire Department, Department of environment and Forest, Financial Institutions etc. as may be required for construction of the Subjected Property at its own cost and expenses and the First Party shall co-operate in all respects and shall sign all the relevant papers in this regard and the First Party will also make personal appearance's before the concerned authorities to give its consent, if required.

For Venezak Shree Real Estate (F.) Ltd.

For Shreezi Bulktech Private Lis.

Anand Banca

Auth. Sign. 1 Director

- 7. That the First Party has not encumbered/charged the Subjected Property except the mortgages as mentioned aforesaid. In case any loss is suffered by the Second Party or it is made to make any payment due to any defect in the title of the property, or charge etc., the First Party shall be bound to repay the same to the Second Party. If any litigation and/or claim arises against the First Party in respect of title of the whole or any part of the Subjected Property, the same including the cost and expenses incurred in defending any action, legal proceedings or otherwise or meeting or satisfying the liability, shall be the liability of the First Party.
- 8. That the Second Party shall further construct the Subjected Property on its own cost and expenses and shall also arrange all the building material, equipments, engage labour, mason, supervisor, Engineer and Architect etc. The Second Party shall be entitled to raise construction either it self or through some other agencies acceptable by the First Party, whose charges shall be payable by the Second Party.
- 9. That the First Party shall not be responsible for any incident or accident happening on the site of construction and the Second Party shall be solely responsible for all the acts and deeds done by it. The Second Party hereby undertakes to comply with all applicable laws, rules, regulations, bye-laws, enactments, orders etc. of any Authority, Corporation, Government, Court, Tribunal, Statute etc. and in case any loss is suffered by the First Party or it is made to make any payment on behalf of the Second Party, the Second Party will indemnify to compensate the First Party to that extent. The Second Party shall be principal employer for all purposes.

lique and meter

For Shreest Buildisch Privale List.
Anand Bancol

- 10. That the Second Party shall construct the High Rise Multi-storied Building Complex Comprising of Block No. 1, admeasuring 562.10 Sq. Meters, Block No.2 admeasuring 158.55 Sq. Meters, Block No.3 admeasuring 562.10 Sq. Meters, Block No.4 admeasuring 158.55 Sq. Meters, Block No.5 admeasuring 562.10 Sq. Meters, Block No.6 admeasuring 668.78 Sq. Meters, Block No. 7 admeasuring 562.10 Sq. Meters & Block No. 8 admeasuring 449.12 respectively along with the Podium and shall provide parking space including all the amenities and facilities therein like water, sewer, lift, electric connection and also connect all the necessary facilities and amenities with the main lines at its own cost and expenses.
- 11. That the Second Party assures the First Party that the Second Party shall construct Subjected Property and that the construction quality shall be state of art, durable and aesthetic. The detailed specifications of all finishing items shall be mutually acceptable to the First Party and Second Party. The Second Party shall adhere to Government policies and the relevant BIS/IS codes, Guidelines and practices relating to Earthquake Resistant Construction in the Development and Construction works.
- 12. That the Second Party shall arrange its own funds for constructions etc. and for the said purpose the Second Party may obtain loan from any person/s, bank and other Financial Institution at its own guarantee and liability and the Second Party shall be solely liable to repay the same along with the interest thereon. The First Party shall not provide any guarantee/security/charge on its asset except the Subjected Property subject to this Builder Agreement.

For Whospak Shope Real Estate (P.) Let.

For Shreest Buildtech Private Ltd.
Auand Bancil
Auth. Sign. / Director

13. That the saleable area of the Subjected Property, of each and every class and category, shall be demarcated between the First Party and Second Party in the following proportion:-

First Party

30%

Second Party

70%

14. That the Earnest Money/ Sale proceeds of the Subjected Property, of each and every class and category or Earnest Money already received by any party belonging to other party on its request, shall be shared by the First Party and the Second Party in the following proportion:-

First Party

30%

Second Party

70%

15. That the First Party being the land owner of the Subjected Property has already paid External/City Development charges (EDC) to Kanpur Development Authority, hence herewith, notwithstanding abovementioned share, EDC to be charged from the prospective buyer shall be shared in the following proportion:-

First Party

70%

Second Party

30%

16. That in case any portion of the assets could not be sold or transferred to any prospective purchaser/s or transferee/s then the said portion including parking, terrace, common areas and other assets etc. so constructed over the Subjected Property shall be

for Vinagale Stree Real Estate (P) Ltd.

For Shreesri Buildtech Private Ltd.

Aurt. Sign. / Director

shared by the First Party and Second Party as mutually acceptable by them.

- 17. That the First Party and the Second Party shall have right to book/allot for sale/transfer the flats/units of their respective shares to the prospective purchaser/s and/or transferee/s and to receive the earnest money/sale consideration of their respective shares only. The First Party and Second Party shall settle and clear their accounts by the 10th day of every next month.
- 18. That brokerage/commission and advertisement expenses, if any, for the said Subjected Property shall be borne by the First Party and Second Party according to their share. The cost and expenses which are not expressly mentioned in this Builder Agreement shall be payable by the Second Party alone.
- 19. That the Second Party shall construct the Subjected Property as per sanctioned Building Plan and shall use maximum permissible FAR. The Second Party's right to construction is restricted only over the Subjected Property. The First Party shall bear the cost and expenses of purchasable FAR from the concerned Authority, in case, if practically viable.
- 20. That after completing the High Rise Multi-storied Building/Group Housing Complex over the Subjected Property, the Second Party shall obtain no objection/completion certificate as may be required from the concerned departments.
- That the First Party assures the Second Party that the First Party shall redeem the aforesaid mortgages or obtains NOC/Permission

For Vinsual Stree Real Estate (P.) Let

For Shreeff Buildingh Private Ltd.

Anaud Bauch

Autt. Sign. / Director

from Bank and Kanpur Development Authority, as early as possible specially before the date when it shall come into selling position.

- 22. That the First Party and the Second Party shall not execute any sale deed /transfer deed of the flats/unit of the Subjected Property until unless the abovementioned condition is duly satisfied by the First Party and the Second Party.
- That the First Party shall not cause any disturbance on the site in 23. construction work. However, First Party shall have right to check/examine whether the construction work in progress is as per agreed terms and condition and according to standard quality.
- 24. That the Second Party shall complete the said project within 36months from today and the said time of 36 months may be extended up to 12 months in special circumstances at the option of the First Party. In case the work is stopped due to force majure or natural calamity beyond the control of the Second Party, in that case such period shall be excluded from the stipulated period of completion of Subjected Property.
- That all pre/post completion of the construction dues, rent, 25. municipal taxes, labour cess, labour laws, service tax and other related taxes etc. of any authority or body shall be borne by the Second Party alone till the same is sold out and/or transferred in any manner to the other Parties/Prospective Buyers.
- That the First Party shall sign as land owner and the Second Party 26. shall sign as construction owner in the Allotment Letters, Agreements, Sale Deeds, Lease Deeds and other related documents

For Virginia Shirce Real Estate (P.) Lin. lipica alea

For Shreesi Buildtech Private Ltd. Anand Bancel

Autt., Sign. / Director

which shall be executed in favour of prospective purchaser/s and/or transferee/s.

- The parties to this Builder Agreement shall indemnify to keep each other harmless.
- 28. That if the Second Party abandons the construction work on the site and is unable to complete the same, in that case the First Party shall have the right to claim the damages of marketable loss and to value the construction work done by the Second Party on the site from registered valuer and shall pay actual cost of the same to the Second Party and continue the construction work either self or through any other agency at the cost of the Second Party.
- 29. That this Builder Agreement has been entered into by the parties hereto on principal to principal basis and it shall not be treated as a Partnership Agreement or as Association of the Persons.
- 30. That if any dispute arise between the First Party and Second Party the same shall be referred to the arbitration and the First Party and Second Party to this agreement shall have right to appoint their one arbitrator and the said arbitrators shall choose third arbitrator but in case the First Party and Second Party agree upon then they can appoint sole arbitrator and in any case the decision of the arbitrators/sole arbitrator shall be binding not only upon the parties to this Builder Agreement but also on their respective heirs, successors, directors, administrators, partners, attorney etc.
- That the terms and conditions of this Builder Agreement may not be altered, changed and added except with mutual consent of the

For Vinespek Stree Ricel Estate (P.) Ltd.

Director

For Shreesri Buikhech Private Ltd.

Anaud Bansal

Auth. Sign / Director

विक्रय अनुबंध विलेख

62,354,000.00

62,354,000.00 10,000.00

200 10,200.00

10,000

অণ্টিদ খনবানি कीस रिनाड़ी नकल व प्रति शुक्क गलियत भी /श्रीमती विनादक श्री रियल इस्टेट प्राठतिठद्वारा राजेश कुमार गुदा पुत्र / फ्ली भी पुरुषोत्तम दास गुला

पेत्रा व्यापार

निवासी स्थायी 14/100(22) सिविस्त लाइन्स कानपुर

ने यह लेखपत्र इव कार्वालय दिनांक 23/5/2011

समय 3:24PM

बजे निबन्धन हेतु पेत्र किया।



आर0सिंह (प्रमान) उप निबन्धक (जोन-2) कानपुर नगर। 23/5/2011

निष्पादन लेखपत्र बाद कुनने व समझने मजनून । व प्राप्त धनराति क् प्रलेखानुकार उकत

वी/बीमती विनायक की रियल इस्ट्रेट प्राoतिश्वारा राजेश कुमार गुका

पुत्र/पत्नी श्री पुरुषोत्तन दाल गुन्ता पेता व्यापार निवासी 14/100(22) सिवित लाइन्त कानपुर

की/बीमती बीमी विस्कटेक प्राप्ततिपद्वारा आनन्द बंशल पुत्र/पत्नी श्री मनोज कुमार बंसल पेशा व्यापार August Bans

निवासी 13-टैगोर रोड केण्ट कानपुर



ने निष्मदन स्वीकार किया ।

ज़िनकी पहचान की पुत्र की समग्रसाद राजेश निवाद

पेशा व्यापार

निवासी 5/26 पुराना कानपुर

व बी सकिन गीतम एडवोकेट இவर्

पुत्र भी

पेता

निवासी सिविस कोर्ट कानपुर

ने की ।

प्रत्यक्तक भद्र साक्षियों के निज्ञान अंगूठे निषमानुसार लिये गये हैं।





आर0सिंह (प्रभारी) उप निबन्धक (जोन-2) कानपुर नगर। 23/5/2011

First Party and Second Party in writing, if any further terms and conditions are settled between the First Party and Second Party the same shall be read as part of this Builder Agreement and shall be binding upon the parties.

That the entire expense for execution and registration of this Builder agreement being solely borne by Second Party.

IN WITNESS WHEREOF the parties to this Builder Agreement with their respective free-will without any undue influence or coercion after taking due advice from their well wishers and advisors and after reading and understanding the terms and condition written hereinabove have executed this Builder Agreement in the presence of witnesses on the day, month and year first above written.

THUMB AND FINGERS IMPRESSION OF SHRI RAJESH KUMAR GUPTA the Director of First Party/Land Owner

THUMB

INDEX

MIDDLE

LITTLE











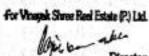












For Shreest Buildtech Private Ltd. Anand Banful Auth. Sign. / Director

विकेता

Limite Manifeld Follower Distriction of the Control of th

Registration No

2454

Year:

2011

Book No.

0101 विनायक भी रियल इस्टेट प्राप्तिकद्वारा राजेक कुमार गुप्ता

दुक्बोतल यास गुप्ता 14/100(22) सिविस साइन्स कानपुर





THUMB AND FINGERS IMPRESSION OF SHRI ANAND BANSAL the Director of Second Party/Builder

THUMB

INDEX

MIDDLE

RING

LITTLE











THUMB

INDEX

MIDDLE

RING

LITTLE











Pan of Vinayak Shree Real Estate Private Limited - AACCV0496N Pan of Shreesri Buildtech Private Limited - AAJCS9291F

WITNESSES :-

1- Ducad

fayosh Nishad your Lum brand 5/26. Berona Konger Konper

FIRST PARTY/LAND OWNER

For Vineyal, Stone Real Estate (P.) Ltd.

Secuir Cartan (Admoste) SECOND PARTY/BUILDER

For Shreearl Buildtech Private Ltd. Ayand Banay Auth. Sign. / Director

A. A. T. Berry

DRAFTED BY ME AND PRINT IN MY OFFICE.

SHYAM JI RASTOGI, Advocate Chamber No. 15/192 old, New 15/1072 Civil Court Compound, Kanpur Nagar.

Mob. No. 9839085763

केता

Registration No.

2454

0201

श्रीभी बिल्क्टेक प्राण्टिएकारा आनन्द बंसल

भनोज कुमार बंसाल

13-देगीर रोड केन्ट कलपुर

खायर

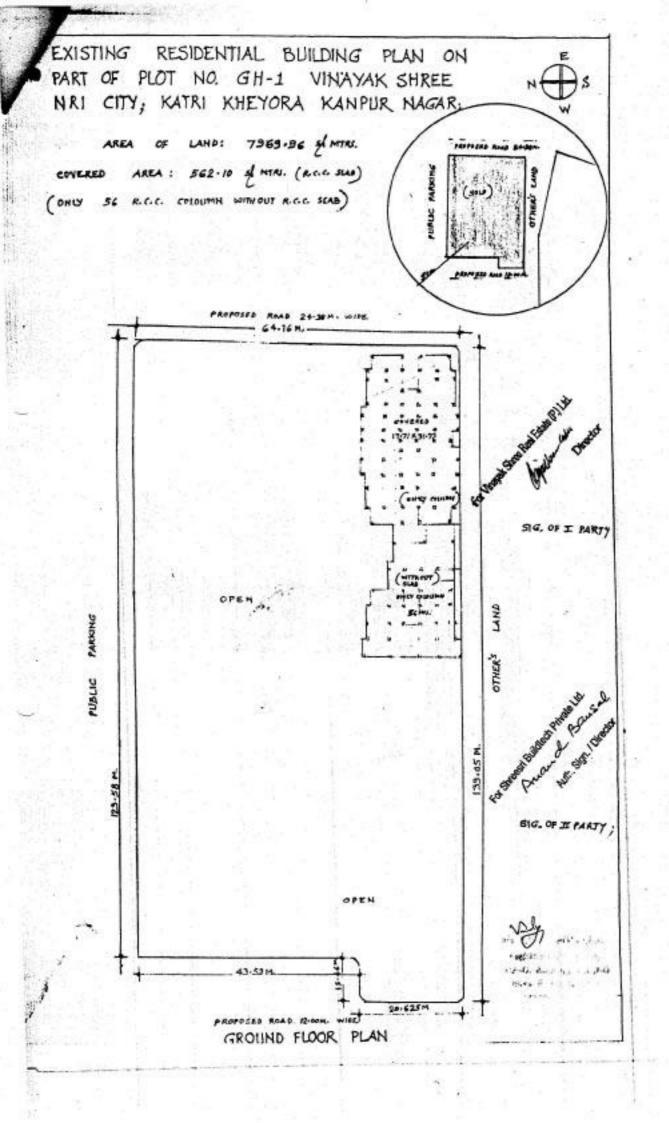
Year:

2011 -

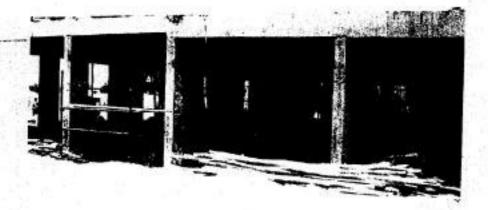
Book No.

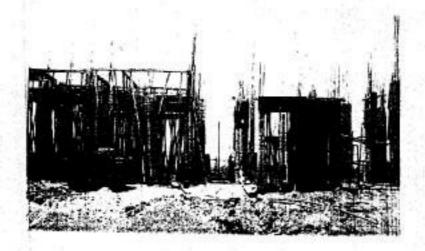






Part of PRA Ho. 4H-1, Vinayak Shree NRICity Katri Kheyeza, Kompun Nagan.





for Vineyak Stree Real Essay , Sport be subth Director

For Shreesri Buildtech Private Ltd.

Anand Bausel

Auth. Sign. / Director

आज दिनांक <u>23/05/2011</u> को बही सं <u>1</u> जिल्द सं <u>4894</u> पृष्ठ सं, <u>329</u> से <u>800</u> पर कमांक <u>2454</u> रजिस्ट्रीकृत किया गया ।

> आर0सिंह (प्रभारी) उप निबन्धक (जोन-2) कानपुर नगर। 23/5/2011



Language Continued to the second determination of the second seco