

9. That the land owner shall hand over the said land on as where is basis to the builder only for the limited purpose of construction of the Triplex residential units/independent floors as per the sanctioned plan in terms of this builder's agreement as per map sanctioned by ADA Allahabad within one month of the sanction of the map. It is specifically understood between the parties to this deed that such handing over of the site by the land owner to the Builder is merely a license to commence the construction activity and does not in any manner what so ever, confer any right title or interest of any sort in favour of the Builder.

10. It is expressly agreed to between the parties to this deed that the ownership of the plot under reference would remain exclusively with the land owner till it vests with both the parties as per their respective shares on the completion of the project either parts or as a whole, and only after the completion certificate to the effect is obtained by the builders from the relevant authorities.

11. That the entire project shall be completed as far as possible within a period of 2.5 years from the date of release of sanctioned plan for construction of Triplex residential units by the Allahabad Development Authority, Allahabad or 2.5 years from the date of handing over the vacant physical possession by the land owner to the builder, whichever is later. However, any period during which the builder is not entitled or able to raise construction under unforeseen circumstances like restrain order by court etc., shall not be taken in account for calculating the aforesaid period of 2.5 years. It is further agreed between the parties to this deed that in case the builder fails to complete the project for any reason within the aforesaid period of 2.5 years, then the builder shall be liable to pay to the owner damages @ Rs.50,000=00 (Rupees Fifty Thousand Only) per month for the period of delay. This amount shall become due on the last day of the month and shall be paid by the Builder to the land owner within 7 days of the succeeding month.

12. That if during the construction of the independent housing colony Triplex residential units/independent floors, any penalty, composition fee or fine were to be imposed by a competent authority, the same is to be borne exclusively and paid by the Builder, and the Builder will and is to keep the land owner harmless and indemnified against all actions, claims, demands and losses.

13. That the Builder shall also pay and bear all fees, penalties, deposits, funds or monies necessary to be paid and/or deposited under any enactment and/or rule applicable to any aspect of the said project of construction on the plot. The Builder shall at all times ensure compliance with all labour and related rules and laws and statutory obligations concerning workers, employees, consultants and professionals engaged by it in this project (including dues towards PF, ESI etc.) and indemnifies the owner against any claim or proceeding or loss suffered by or caused to the owner as a result of breach by the Builder in this behalf.

For Sai Dham Apartments

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14. That in case there is any accident or claim from anyone including neighbors, on account of the construction of the proposed Triplex residential units, the Builder shall be solely responsible for the payment of claims under the Workmen Compensation Act or any other Act in force. If the Owner are ordered to attend a court or are requested to be represented by any authority in this connection, the Owner will empower the Builder or its nominees/agents to attend the court/ concerned authorities on Owner' behalf and all the expenses in this behalf shall be borne by the Builder. Apart from neighbors, the Builder will indemnify the Owner against such claims from any 3rd parties, or any other municipal, state or central authority without jeopardizing the Owner interests under this agreement.

15. That the common passage as delineated in the sanctioned plan, common area and common amenities shall always be available for use to the land owner, builder, their transferees, and assignees.

16. That the builder shall use 1st class material as per the specifications as per annexure 2 of this agreement in construction of the independent Triplex residential units / independent floors and the builder shall be solely responsible for any deficiency found at any stage of construction or later on.

17. The structural defects of any kind including seepage, leakage, large cracks etc. noticed within a period of 2 years from completion of the Owner's Allocation and or common facility shall be rectified by the Builder within one month of receiving notice in this behalf from the Owner at the Builder's cost and expenses failing which the Owner shall be free to get the same done at the cost and expense of the Builder.

18. That after the construction of the independent Triplex residential units / independent floors is complete and occupied by the land owner and builder or their assignees / agents / representatives / licensees in whatsoever capacity, the cost of its maintenance (in all respects) including payment of taxes to Municipal Corporation, Allahabad or Allahabad Jal Sansthan, Allahabad will be shared by the land owner, and builder or their assignees / agents / representatives / licensees in whatsoever capacity and the residents / occupants thereof in proportion to the area in their possession.

19. That the builder, the land owner and the residents / occupants of the Triplex residential units/independent floors shall form a society and the said society shall be responsible for maintenance (in all respects) of the Triplex residential units, including payment of taxes to Municipal Corporation, Allahabd Jal Sanshan, Allahabad.

20. That on completion of the project in all respect, the land owner shall be responsible for the liability of Income tax, Capital Gains, Service tax, or any other tax that may be imposed in future only in respect of their allotted share of 55% independent Triplex residential units / independent floors. Similarly the builder shall be responsible for the liability of Income tax, Capital Gains, Service Tax, or any other tax that may be

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imposed in future only in respect of their allotted share of 45% independent Triplex residential units / independent floors.

21. That subject to the fulfillment of the duties and obligations enjoined upon the Builder, the land owner shall not interfere with the execution of the development and construction work.
22. That the electricity bills shall be paid by the respective residential units of the various Triplex residential units/ independent floors after obtaining the electricity connections in their own respective names.
23. That cost of this agreement including payment of Stamp Duty and Registration Fee shall be borne by the Builder.

IN WITNESS WHEREOF the parties hereto have signed and set their hands on the 30th day of month May and year 2017 first above mentioned.

Details of Property for Construction

Part Portion of Nazul Plot No. 1 Bhawapur, Lukerganj, Allahabad sub-divided as Nazul Now Freehold Plot No. 1/A, Bhawapur, Lukerganj, Allahabad and having being sanctioned a covered area of 822.53 Sq. meters out of total area of 1400.00 Sq. meters. More fully details describe in para one of this deed bounded as under.

North : Part Portion of Nazul Plot No. 1 Bhawapur, Lukerganj, Allahabad.

South : Road 20ft. wide

East : Part Portion of Nazul Plot No. 1 Bhawapur, Lukerganj, Allahabad.

West : Nazul Plot No. 124 and 124A and Nazul Plot No. 130 and 130A Bhawapur, Lukerganj, Allahabad.

For Sai Dham Apartments

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Valuation of Stamp

Property is situated on 20 Feet wide Road and it is governed by CODE NO. 0014, page 24 according to Collector's rate list, valuation as under:-

Area 822.53 Sq. meters Sq. Mtrs X Rs. 21000/- = Rs. 1,72,73,130/- say Rs. 1,72,73,500/-

The valuation of Total Land is **Rs. 1,72,73,500/-** and liability of Stamp is **Rs. 12,09,200.00**. The Stamp Duty has been paid by E - Stamping Certificate No. IN-UP03255833553186P dated **30-05-2017**.

For Sai Dham Apartments

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822.53


(Land owner)

(Builder)

Witnesses:-

1. Indu Tondon

daughter of Late Madan Mohan Tandon
residents of 100, Lukerganj Dakhana,
Leader Press, Tehsil Sadar, District Allahabad
& Presently residing at 17/5 Khun Khun Ji Road,
Lajpat Nagar, Chowk, Lucknow.

AADHAR No. 358537825077

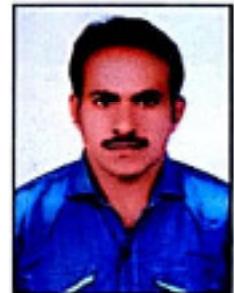
Tondon



2. Avinash Jaiswal

Son of Shri Prem Jaiswal
r/o427, Old Katra Allahabad
Voter ID No. YYU1404888

Avinash



Drafted By: *Anil Kumar Shukla* (Advocate)

Typed By: *A* Ashutosh Kumar Srivastava

आज दिनांक 30/05/2017 को

वही सं. 1 जिल्द सं. 4771

पृष्ठ सं. 37 से 60 पर कनांक 2145

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कुसुम सिंह (प्रभारी)

30/5/2017





सत्यमेव जयते

INDIA NON JUDICIAL

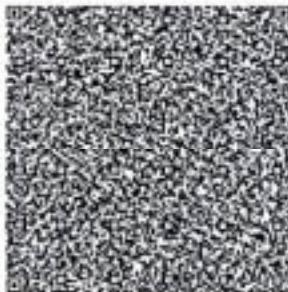
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Government of Uttar Pradesh

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 Duty Paid By
Stamp Duty Amount(Rs.)

: IN-UP03255833553186P
: 30-May-2017 01:13 PM
: SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD
: SUBIN-UPUPSHCIL0103906080336270P
: S AHMAD
: Article 5 Agreement or Memorandum of an agreement
: PART OF NAZUL PLOT No.1 SUB DIVIDED FREE HOLD PLOT
No.1/A BHAWAPUR LUKERGANJ ALLD.
:
: CHAYA TANDON D O LATE MADAN MOHAN TANDON
: Ms Sai Dham Apartments Thru CEO Rajesh Kumar Gupta
: Ms Sai Dham Apartments Thru CEO Rajesh Kumar Gupta
: 12,09,200
(Twelve Lakh Nine Thousand Two Hundred only)



.....Please write or type below this line.....

द्वाया हनुमत



For Sai Dham Apartments

Authorised Signatory

VO

0006808681



BUILDER'S AGREEMENT

*Bahi photo attchd
Devra Kar*

This builder's Agreement made this 30th day of May 2017.

Between

1. **Chaya Tondon (AADHAR NO. 441543462764 & Mob No. 7054414470)** daughter of Late Madan Mohan Tandon residents of 100, Lukerganj Dakkhana, Leader Press, Tehsil Sadar, District Allahabad and presently residing at 17/5 Khun Khun Ji Road, Lajpat Nagar, Chowk, Lucknow.

(Hereinafter, called "The land owner" which expression shall always mean and include her Legal heirs, successors, legal representatives, executors and assignees of the one part).

And

2. **M/S Sai Dham Apartments through its Partner Firm M/S Jagdish Housing Company Pvt. Ltd.** a private limited company registered with Registrar of Companies under the Companies Act of 1956 having its registered office at 12/16 Mayo Road, Allahabad through its Chief Executive Officer **Sri Rajesh Kumar Gupta (AADHAR NO. 464341627587 & Mob No. 9415218553)** S/o Shri R P Gupta, R/o 21/19 Mayo Road, Allahabad.

(Hereinafter, called 'The Builder') which expression shall always mean and include its successors, nominees and assignees in whatsoever form on the other part).

WHEREAS The Secretary of State for India in council on lease a piece of land to Shri Fadindra Chandra Mukerjee vide lease deed dated 4-1-1916 registered with sub registrar in Bahi No. 1 Zild No. 398 on pages 8 at serial No. 568 on 4-4-1916 numbered as Nazul Plot No. 1 Bhawapur, Lukerganj, admeasuring 1Acre 501 Sq. Yards = 5341 Sq. Yards = 4465.61 Sq. Meters for period of 2 renewals of 30 years each from 12-10-1915 to 11-10-1945. Later the Name of Shri Devi Prasad was entered in the Nazul register and later the name of Shri Madan Mohan Tandon and Shri Lalit Mohan Tandon was entered into the Nazul register on the whole Nazul Plot No. 1 Bhawapur, Lukerganj, Allahabad. Later on Shri Lalit Mohan Tandon's name was replaced by Shri Prakash Tandon, Shri Amar Tandon and Shri Madan Mohan Tandon.

For Sai Dham Apartments

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And Whereas vide a family settlement dated 28-5-1974 between Shri Amar Tandon, Shri Prakash Tandon and Shri Madan Mohan Tandon 656.53 Sq. Meters was given to Shri Amar Tandon, 656.53 Sq. Meters was given to Shri Prakash Tandon and 3152.55 Sq. Meters was given to Shri Madan Mohan Tandon.

And Whereas Shri Madan Mohan Tandon died on 12-12-1994 and his wife Smt. Rajrani Tandon died on 26-8-1997 and vide a will dated 30-12-01986 Nazul Plot No. 1 Bhawapur, Lukerganj, Allahabad admeasuring 3152.55 sq. meters was inherited by Dr. Indu Tandon and Smt. Chaya Tandon both daughters of Late Madan Mohan Tandon. Later on as per the state government's policy, Dr. Indu Tandon and Chaya Tandon applied for freehold for their part portion in Nazul plot No. 1 Bhawapur, Lukerganj, Allahabad.

And Whereas vide freehold deed dated 9-10-2003 registered with sub registrar Sadar Allahabad in Bahi No. 1 Zild No. 4130 on pages 383 to 402 at serial No. 12209 dated 13-10-2003, the ADM Allahabad on behalf of Governor Uttar Pradesh declared freehold the sub-divided Nazul Plot No. 1/A, Bhawapur, Lukerganj, Allahabad.

And Whereas vide a family partition/ Memorandum of Mutual Settlement dated 15th day of June 2013 between Dr. Indu Tondon and Chaya Tondon the sub-divided Nazul Plot No. 1/A, Bhawapur, Lukerganj, Allahabad was further divided into 2 parts and both the sisters became the owners of 1400.00 Sq. meters each.

And Whereas the builder approached the land owner and offered to develop a housing colony and construct and raise independent Triplex residential units / independent floors as duly approved and sanctioned by the relevant Government authorities at the builders own risk, cost, investment and money over the aforementioned area of 1400.00 Square Meters. The Builder is duly registered under the provisions of the Indian Partnership Act having its Registration No. AL2639 DATED 19-09-2008 AND PAN No. is ABNFS4134B.

And Whereas the owner is interested to develop the property as a housing colony and to make independent Triplex residential units / independent floors over their aforesaid plot measuring area 1400.00 square meters and having being sanctioned a covered area of 822.53 Sq. meters only on which the total construction is to be carried out and rest is being left open which has been more fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan No.1 to this agreement.

And Whereas the land owner have agreed and accepted the proposal of the builder represented by its C.E.O. Sri Rajesh Kumar Gupta for the development of a housing colony consisting of independent Triplex residential units / independent floors at the Builders own risk, cost, investment and money on the said sub-divided Nazul Plot No. 1/A, Bhawapur, Lukerganj Allahabad on the following terms and conditions given hereinafter.

NOW THE PARTIES HERETO COVENANTS AS UNDER:-

1. That the owner do hereby declare that sub-divided Nazul Plot No. 1/A, Bhawapur, Lukerganj, Allahabad having an area 1400.00 Square Meters and having being

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For Sai Dham Apartments

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And Whereas vide a family settlement dated 28-5-1974 between Shri Amar Tandon, Shri Prakash Tandon and Shri Madan Mohan Tandon 656.53 Sq. Meters was given to Shri Amar Tandon, 656.53 Sq. Meters was given to Shri Prakash Tandon and 3152.55 Sq. Meters was given to Shri Madan Mohan Tandon.

And Whereas Shri Madan Mohan Tandon died on 12-12-1994 and his wife Smt. Rajrani Tandon died on 26-8-1997 and vide a will dated 30-12-01986 Nazul Plot No. 1 Bhawapur, Lukerganj, Allahabad admeasuring 3152.55 sq. meters was inherited by Dr. Indu Tandon and Smt. Chaya Tandon both daughters of Late Madan Mohan Tandon. Later on as per the state government's policy, Dr. Indu Tandon and Chaya Tandon applied for freehold for their part portion in Nazul plot No. 1 Bhawapur, Lukerganj, Allahabad.

And Whereas vide freehold deed dated 9-10-2003 registered with sub registrar Sadar Allahabad in Bahi No. 1 Zild No. 4130 on pages 383 to 402 at serial No. 12209 dated 13-10-2003, the ADM Allahabad on behalf of Governor Uttar Pradesh declared freehold the sub-divided Nazul Plot No. 1/A, Bhawapur, Lukerganj, Allahabad.

And Whereas vide a family partition/ Memorandum of Mutual Settlement dated 15th day of June 2013 between Dr. Indu Tondon and Chaya Tondon the sub-divided Nazul Plot No. 1/A, Bhawapur, Lukerganj, Allahabad was further divided into 2 parts and both the sisters became the owners of 1400.00 Sq. meters each.

And Whereas the builder approached the land owner and offered to develop a housing colony and construct and raise independent Triplex residential units / independent floors as duly approved and sanctioned by the relevant Government authorities at the builders own risk, cost, investment and money over the aforementioned area of 1400.00 Square Meters. The Builder is duly registered under the provisions of the Indian Partnership Act having its Registration No. AL2639 DATED 19-09-2008 AND PAN No. is ABNFS4134B.

And Whereas the owner is interested to develop the property as a housing colony and to make independent Triplex residential units / independent floors over their aforesaid plot measuring area 1400.00 square meters and having being sanctioned a covered area of 822.53 Sq. meters only on which the total construction is to be carried out and rest is being left open which has been more fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan No.1 to this agreement.

And Whereas the land owner have agreed and accepted the proposal of the builder represented by its C.E.O. Sri Rajesh Kumar Gupta for the development of a housing colony consisting of independent Triplex residential units / independent floors at the Builders own risk, cost, investment and money on the said sub-divided Nazul Plot No. 1/A, Bhawapur, Lukerganj Allahabad on the following terms and conditions given hereinafter.

NOW THE PARTIES HERETO COVENANTS AS UNDER:-

1. That the owner do hereby declare that sub-divided Nazul Plot No. 1/A, Bhawapur, Lukerganj, Allahabad having an area 1400.00 Square Meters and having being

For Sai Dham Apartments
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sanctioned a covered area of 822.53 Sq. Meters only on which the total construction is to be carried out and rest is being left open, boundaries described at the end of this deed and shown by Red Lines in the annexed map, is exclusively owned and possessed by the land owner and is free from any encumbrances, lien or charges.

2. That it is hereby specifically agreed to between the parties to this deed that, subject to all sanctions and approvals by all concerned Government agencies / authorities in this regard, independent residential Triplex residential units / houses shall be made and constructed by the builder over the said sub-divided Nazul Plot No. 1/A, Bhawapur, Lukerganj, Allahabad at his sole cost, risk and responsibility and subject to the other terms and conditions as elsewhere stated in other clauses of these presents. It is hereby further specifically agreed to between the parties to this deed that, 55% of independent Triplex residential units / independent floors along with land appurtenant thereto out of the 100% independent Triplex residential units / independent floors so made shall vest and belong to the land owner and thereafter, the remaining 45% of independent Triplex residential units / independent floors shall vest in the builder as more fully detailed and described at Para 06 below.
3. That it will be squarely the onus of the builder to get prepared a building plan by a competent architect and submit the same for sanction at Allahabad Development Authority, Allahabad for its approval at its own risk, cost, expenses and persuasion. The Builders shall at his / their exclusive risk, cost and expenses apply for and obtain all permissions and sanctions including the letter of intent as may be as required from all / any Government departments or other agencies for the construction of the independent Triplexes residential units / independent floors as per this agreement. After the Allahabad Development Authority, Allahabad has issued a demand note and on deposit of the amount so stated in the demand note by the Builders which shall be the sole and exclusive responsibility of the Builders, the building plan shall be released. And Now the Builder has already deposited the demand note of Rs. 25,93,207.00 vide receipt No.4 of book No. 10131 dated 23-11-2015 and the map was sanctioned and released vide permit No. 52/prा. Aa.(Ta. Sa.-1)/Zone-2/R.H/15-16 dated 11-7-2016.
4. That in pursuance of the terms of agreement as stated out in clause no: 03 above, the builder had submitted to the Allahabad Development Authority, Allahabad a site plan of the proposed housing colony and The Allahabad Development Authority had approved and having being sanctioned a covered area of 822.53 Sq. meters out of 1400.00 Sq. meters only on which the total construction is to be carried out and rest is being left open as per the following:-

For Sai Dham Apartments

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21/12/2016

| S. No. | Block No. | Covered Area/Sq. Mtrs |
|--------------|-----------|-----------------------|
| 1 | C-1 | 100.16 |
| 2 | C-2 | 116.47 |
| 3 | C-3 | 119.47 |
| 4 | C-4 | 116.84 |
| 5 | C-5 | 119.06 |
| 6 | C-6 | 106.40 |
| 7 | C-7 | 72.93 |
| 8 | C-8 | 71.20 |
| Total | | 822.53 |

5. That the funds for construction of the Independent Triplex residential units / independent floors and completion of the project and all other costs and expenses in relation thereto shall be arranged and borne by the builder alone, which shall be the sole and exclusive risk and responsibility of the builder.
6. That on completion of the project i.e. completion of the entire construction of the independent Triplex residential units / independent floors, 55% out of all the independent Triplex residential units / independent floors along with the land on the said 55% Triplex residential units as per the sanctioned map with these presents shall be solely owned and possessed by the land owner. Further, the balance 45% of the independent Triplex residential units / independent floors shall be solely owned and possessed by the builder as per the sanctioned plan. A notarised supplementary MOU will be executed between the parties including other owners of Original Nazul Plot No. 1 Bhawapur, Lukerganj, Allahabad for the partition of all triplexes/independent floors after the map is sanctioned by the relevant authorities, which shall form integral part of this agreement.
7. That the 55% independent Triplex residential units / independent floors as owned by the land owner as mentioned herein before shall absolutely vest in the land owner and the land owner alone shall be entitled to either retain or execute sale deeds of the same at their own discretion by their own signatures without any interference by the builder or its successors or assignees or nominees.
8. That only after the completion of this construction project and obtaining the completion certificate from the ADA/ chartered engineer either in part or as a whole to the effect by the builder, the entire 45% independent Triplex residential units / independent floors as owned by the builder as mentioned herein before shall absolutely vest in the Builder and the Builder shall alone be entitled to either retain or sell the same at their own discretion by the signature of its CEO or by its authorized officer without any interference by the land owner or their heirs, legal representatives, executors or assignees or nominees. But the builders are permitted to book their Triplex residential units and accept advance only for their share.

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