

भारतीय गैर न्यायिक

एक रुपैया



सत्यमेव जयते

Rs. 100

ONE HUNDRED RUPEES



AH 920892



FAR PRAD



INDIA JUDICIAL

BUILDERS-AGREEMENT

This Agreement of Builders is made on this First day of March, Two Thousand and Eleven.

BETWEEN

SRI ATUL MITTAL son of Sri Shiv Darshan Lal Agarwal and 2. SMT. SEEMA AGARWAL, wife of Sri Atul Mittal both resident of 7 St. Tilak Nagar, Kamur Nagar, here in after for the sake of brevity referred to as the 'LAND OWNERS' of the One Part)

AND

M/S GALAXY REAL ESTATE DEVELOPERS AND BUILDERS (P) LTD., having their registered office at 111/98A, Ashok Nagar, Kamur and corporate office at 819/8th Floor, Kam Chambers, 14/113, Civil Lines, Kamur through its Director SRI SANJAY KUMAR JAIN son of Late S. C. Jain (hereinafter for the sake of brevity referred to as the 'BUILDERS' of the other part),

The expressions First party, Second party Owners Builders shall unless repugnant to the context shall also mean and include their respective heirs, successors, representatives, administrators, transferees and assigns.

Seema Agarwal

[Signature]

For Galaxy Real Estate Developers & Builders (P) Ltd.

[Signature]
Director



WHEREAS Arazi No. 658 situated at Village Singhpur Kachhar, Tehsil & District Kanpur Nagar, admeasuring 0.797 Hec. was purchased by First Party vide sale deed dated 25/01/2002 which is registered in Book No. 1 Vol. No. 2047 on pages 377 to 404 at serial No. 263 on 25/01/2002 at the office of Sub-Registrar, Kanpur Nagar.

AND WHEREAS First Party got converted the nature of land use from Agriculture to Non-Agriculture through order dated 28/07/2005 of suit No. . . Of 2004,2005 U's 143 U PZAR Act

AND WHEREAS previously the arazi Nos. 1000, 1001, 1002, 1003 and 1013 now numbered as 658 V admeasuring 13 Biswa 8 Biswansi and 658 O admeasuring 3 Bigha 4 Biswa 7 Biswansi total admeasuring 3 Bigha 17 Biswa 15 Biswansi was owned by Sri Jhaboo son of Gaya Prasad.

AND WHEREAS Sri Jhaboo son of Gaya Prasad sold the arazi Nos. 1000, 1001, 1002, 1003 and 1013 now numbered as 658 V admeasuring 13 Biswa 8 Biswansi and 658 O admeasuring 3 Bigha 4 Biswa 7 Biswansi total admeasuring 3 Bigha 17 Biswa 15 Biswansi to Sri Niranjan Sharma vide sale deed dated 09/08/1969 which is registered in Book No. 1 Vol. No. 2660 on pages 174 to 177 at serial No. 2583 along with its duplicate No. 2584 on 19/08/1969 at the office of Sub-Registrar, Kanpur Nagar.

AND WHEREAS Sri Niranjan Sharma sold the arazi Nos. 1000, 1001, 1002, 1003 and 1013 now numbered as 658 V admeasuring 13 Biswa 8 Biswansi and 658 O admeasuring 3 Bigha 4 Biswa 7 Biswansi total admeasuring 3 Bigha 17 Biswa 15 Biswansi to Sri Jai Gopal, Sri Rajesh Vij and Sri Rajeev Vij vide sale deed dated 25/03/1982 which is registered in Book No. 1 Vol. No. 3750 on pages 378 to 382 at serial No. 4144 along with its duplicate Nos. 4145 and 4146 on 14/05/1982 at the office of Sub-Registrar, Kanpur Nagar.

AND WHEREAS the property aforementioned is free from all encumbrances and charges and the first party is not restrained to enter into any agreement or transfer the property by any Court or Competent Authority nor there is any charge lien or it is attached to any judicial or non-judicial proceedings.

AND WHEREAS the property is now non-agricultural land and the owners' First Party is not in a position to construct the building from their own funds. Hence they contracted with the second party and the second party builders are agree to invest their own money and reimburse themselves by the part of the property abovementioned after its construction. The terms and condition between the parties are settled which are as under:

NOW THEREFORE THIS BUILDERS AGREEMENT WITNESSETH AS

HEREUNDER :-

1. That the subject matter of this Builders Agreement is all that piece and parcel land Arazi No. 658 situated at Village Singhpur Kachhar, Tehsil & District Kanpur Nagar admeasuring 0.797 Hec. more specifically detailed and described in foot of this agreement.

2. That the second party shall prepare the plan for construction of building on the said property in consultation with the First Party. The expenses for sanction of

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the plan shall be borne by the Second Party. The first party shall provide necessary documents and paper with their consent for sanction of plan.

3. That the construction over the said property shall be carried out by the Second Party at their own cost and resources as per lay out plans duly approved and sanctioned by the Kanpur Development authority the Second Party shall use the maximum FAR which should not be less than 2.5 and which is Permissible as per rule and regulation to construct the said residential building.

4. That the Second Party shall be exclusive responsible to procure the entire labour force for raising and completing the aforesaid residential units. building. The Second Party will be solely liable and responsible for any accident taking place on the site or breach of any law or statutory compliance during the said period of construction and till specific portion as not been handed over to the First party. Moreover, the Second Party shall only be responsible and liable for the payment or otherwise for COMPENSATION under the Workman Compensation Act or any other act relating to labour. Moreover to further clarify the First Party shall not be responsible for any of the aforesaid acts or compliance in any manner whatsoever.

That the parties hereby agree that in consideration for the work to be done and the responsibility to be borne by the Second Party in constructing the building and for the work undertaken, both the parties shall share the entire super built-up area that is the entire construction of the said residential building from plinth to terrace, back to front. Parking area and undivided share in the land will be shared by the First & Second party in the ration of 34 % & 66% respectively.

6. That the first party agrees to accept 34% in the built up area of the building as well as open area and other amenities as mutually decided by both the parties.

7. That copies of all document pertaining to the title of the First Party to the said property, the sanctioned plan and any other paper necessary to show clean and clear title of the property shall be made available to the second party. That Second Party signs this agreement subject to condition of clear and marketable title of subject property.

8. That the Second Party will complete the construction as per sanctioned F.A.R. which will not be less than 2.5 with in 4 years from the handing over vacant possession of the property by First Party or 3 Years 6 Months from date of plans sanctioned (The time period of sanctioning of plan has been considered 6 Months from the date of agreement and handing over the possession of vacant land) and complete the construction of the building complex. Due to any unavoidable circumtrances if the plan is not sanctioned then the advance paid by the second party will be refunded back to the second party by the first party without interest within one week and this agreement will be treated as cancelled.

9. That the said residential units building will be known as " Shivalik Mittal, s ATTALIKA "

10. That the Second Party shall set out the construction of residential units building as per specifications as mutually agreed upon by both the parties.

11. That the Second Party shall carry out constructions as per approved plan and FAR as per present Master plan. For any purchasable F.A.R. in future extra time will be settled by both the parties however the cost and expenses related to it shall be borne by the Second Party and both the parties will share the same ratio of 34% & 66% in the purchasable F.A.R. respectively.



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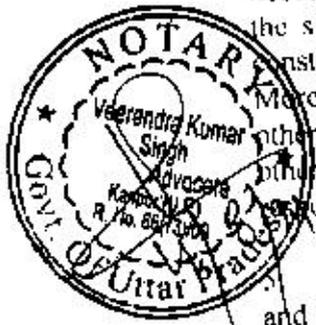
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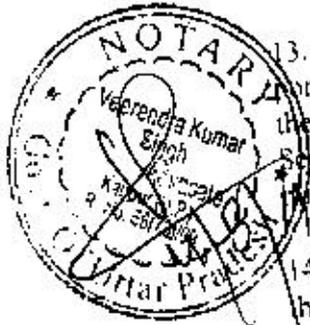
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12. That the completion will mean :-

- a) Completion of entire R.C.C. structural and brick work.
- b) Plastering, flooring, colouring, painting of building.
- c) All wood work i.e. doors, windows including their polishing and painting
- d) All electrical fitting and wirings.
- e) All sanitary work
- f) All plumbing, overhead water supply tank and sanitary fitting are complete.
- g) Water arrangements, except electricity connection from K.E.S.CO.
- h) Stair cases.



13. That after the Second Party has handed over the possession of the built up portion of 34% of constructed area to the First Party or even before completion then the First Party shall either, personally or by giving power of attorney authorise the Second Party to transfer & sell of the undivided share in the land to the prospective buyer.

14. That the Roof / Terrace of the said residential units / building shall belong to the prospective buyers.

15. That the Second Party shall have right to book, sell, lease, mortgage or dispose off 66% of its share only in the constructed area along with undivided share of land & parking area of the said building in part or as the whole to any person of its choice on such rates as the Second Party may consider proper and the said sale of such portion shall exclusively belong to the Second Party and the First Party shall have no share or right or claim to the same. If the First Party so desire they can sell their portion through the Second Party, in that case the First Party will authorise in writing to the Second Party for the same.

16. That the second party shall be entitled to display sign board advertisement board etc. for purpose of construction / booking of said flats/units the Second Party is entitled to give advertisement in newspapers etc. the entire expenses in this regard shall be born by the Second Party.

17. That all taxes, water charges, electricity charges, whatsoever up to the date of this agreement shall be the responsibility of the First Party but thereafter till date of construction and its completion it will be the sole responsibility of the Second Party. However after completion and division of the building all rates / taxes / charges whatsoever shall be borne and divided paid in the ratio of 34% : 66% between the First and Second Party or their respective allottees.

18. That the parties agree and undertake to execute all documents Agreements assurances or sale deeds that may be necessary to be give to their respective allottees of various flats/units of the building at the cost and expenses of the allottees.

19. That all workers, Engineers, Architects, petty contractors suppliers etc., who may be employed for construction of the building will have no concern with First Party and all their claims shall be met and settled by Second Party.

20. That the First Party shall not be liable to pay any amounts whatsoever at any stage for the aforementioned constructed area to the Second Party.

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21. That for the purpose of construction the Second Party shall get the electric connection and water connection separately however if it is available with the First Party the Second Party can use the same and shall pay the expenses to the First Party.

22. That the First Party and Second Party have entered in to this Builders Agreement on principal to principal basis. This builders agreement by no stretch of imagination shall be deemed to constitute a partnership between the parties.

23. That the any stamp duty registration charges or any other duty or penalty chargeable on this Builders Agreement or any Builders Agreement executed between the parties shall be payable 50 % : 50 % by both the parties.



That capital gain, if any as per provision of the Income Tax Act 1961 and any other tax imposed by the government in respect of proposed building shall be borne by the party on which it is imposed.

That in case of any dispute arise between the parties with regard to interpretation of any terms of this builder's agreement or otherwise shall be referred under Indian Arbitration Act to the arbitration. For facilitating these both the parties agree to appoint following persons as their arbitrators and in case of any dispute their decision shall be binding / accepted by both the parties.

1. Mr. Jain Bahadur Jain
2. Mr. Shiv Darshan Lal Agarwal

26. That If the Second Party is unable to obtain clearance of the approved plan for the residential building from KDA then no construction will be done and if the Second Party in case of any unavoidable and unforeseen circumstances is unable to do any such construction as stated above, this agreement shall be treated as cancelled and the person of the First Party shall then refund the entire amount of the advance paid to them to the Second Party. The time period of getting the map sanctioned from KDA is six months from today. If the second party does not hand over the 34 % of the construction / open part or the parts of amenities as mutually agreed upon by both the parties within three years and six months from the date of start of construction then the second party will be liable to pay an interest @ 12 % (Twelve Percent) on the residual portion of 34 % to the first party till the completion of the project.

27. That the Second Party shall pay an adjustable advance of Rs.50,00,000/- (Rs. Fifty Laes Only) to the First Party in two stages as follows :---

1. Rs. 25,00,000/= (Rs. Twenty Five Laes Only) paid at the time of this agreement as follows :---
Rs. 1000000.00 (Rs Ten Laes Only) wide Cheque No.106262 dt.01/03/2011 of Bank Of Baroda, Gumti No.5 Branch payable at Kanpur and

For Galaxy Real Estate Developers & Builders (P) Ltd.

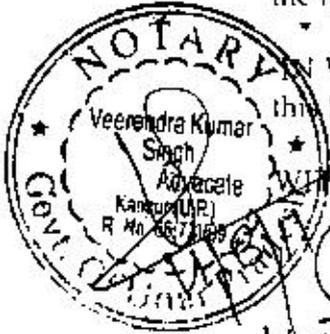

Director

Rs. 1000000.00 (Rs Ten Lacs Only) wide Cheque No.106263 dt.01-03/2011 of Bank Of Baroda,Gumti No.5 Branch payable at Kanpur and

Rs. 500000.00 (Rs Five Lacs Only) Cash.

2. Rs. 25,00,000 (Rs. Twenty Five Lacs Only) will be paid after the sanctioning of the map

IN WITNESS WHEREOF the parties hereto have put and subscribed their hands on this Builder Agreement on the day month and year first above written.



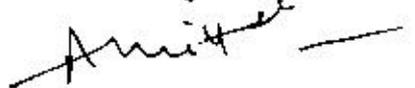
WITNESSES

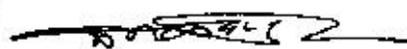

VINAY MODE

S/o Shri I.P. mod.
7/85 Tilak Nagar
Kanpur.

First Party/Owners

Seema Agarwal



2. 

JAIN BAHADUR JAIN

S/o. Late Chandra Sain Jain.

303 Anand Vastha

0/110-B. Arya Nagar

Kanpur 208002

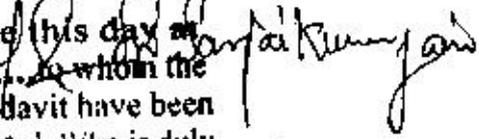
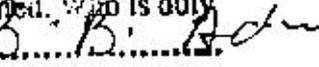
Second party/Builder

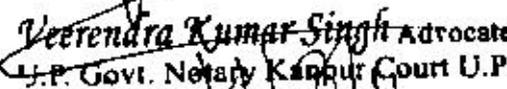
For Galaxy Real Estate Developers & Builders (P) Ltd.


Director

Drafted by me & typed in my Office.

(BHARAT BHANAGAR)
ADVOCATE

Sworn before me this day at Kanpur
by  to whom the
contents of this affidavit have been
read over and explained. Who is duly
Identified Sri/Smt. 


Veerendra Kumar Singh Advocate
U.P. Govt. Notary Kanpur Court U.P.