

{1} BUILDERSAGREEMENT

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This agreement is made on the 12th day of December, 2014 between Smt. Sangita Yadav wife of Lallu Singh, resident of Chiraiyabagh, Utrathia, Lucknow and Smt. Shashi Prabha D/0 Mr. Indra Kumar, resident of 31, Sheetal Khera, Haibatmau Mawaiya, Raibareli Road, Lucknow (hereinafter referred to as the Owner/First Party) of the First Part AND Mr.Lallu Singh & Mr. Anar Singh both son of Sri Ram Lal Yadav, both R/o Chiraiyabagh, Utrathia, Raibareli Road, Lucknow (hereinafter referred to as the Developer/Promoter/Second Party) of the other Part.

The terms and expression Owner/First Party and the Developer/ Promoter/ Second Party etc. shall unless repugnant to the context-subject to the terms contained hereinafter, shall mean and include their respective heirs, successors, legal representative, assigns nominees etc.

WHEREAS the First Party is the exclusive owner in possession of land Khasra No.1413/1, measuring 7300 Sq.ft. i.e. 678.438 Sq.Mtr. situated at Haibatmau Mawaiya, Ward Ibrahimpur, Pargana Bijnaur, Tehsil and District Lucknow morefully detailed and described at the foot of this deed. And the First Party has purchased the above said land from Lallu Singh son of Sri Ram Lal Yadav as attorney holder of Mr. Ganga Ram son of Late Raghunandan & Smt. Raghurai wife of Late Raghunandan, resident of Haibatmau Maviya, Lucknow through a registered Sale deed dated 11-06-2004 which is registered in the office of Sub-Registrar-I, Lucknow in Boook No.I, Jild No. 6270 on pages 01 to 18 at Serial No. 5239 and abovesaid land has converted into Non-Agriculture land by the order of S.D.M.Lucknow through case No. 360/11-12 dated 29-09-2012 U.P.Z.A.L.R.Act, Section 143 Smt. Sangeeta Yadav & Others Vs U.P.Government.

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WHEREAS the Second Party after full satisfaction regarding location irrespective of construction in all respects is interested to develop the land and construct the multi-story building thereon has reached to the negotation after discussion with the first party.

WHEREAS to determine the rights of respective parties and to avoid any future difference and it is necessary to reduce the terms agreed upon into writing, which terms have been agreed upon between the respective parties with free mind after understanding the same, without any pressure, coercion influence compulsion or fraud etc.

<u>NOW THIS AGREEMENT WITNESSETH AS FOLLOWS</u> 1. That this agreement is in respect of the proposed construction of a multi-storied building which shall be built upon the said land, specifically described in the Schedule appended to at the bottom of the bye-laws rules and regulation of the related Lucknow development authority or any other local body of the government and subject to the clauses hereinafter started the construction shall be made in this regard. B-Upon the completion of proposed multi-storied building the aforesaid parties shall have the following respective rights in respects there to

1. 45% of the First Party

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2. 55% of the Second Party

The useable area, as appearing in this deed shall mean and includes the (thickness of columns) attached toilets, if any, but will exclude corridors, that circulation areas service corridor or passages, staircases, lobbies etc.

2. <u>RIGHTS OF THE FIRST PARTY AND SECOND PARTY IN</u> <u>RESPECT OF THE PROPOSED MULTI-STOREYED BUILDING</u>

A- That the Second Party shall develop and construct a multi-storeyed building base on design provided by the architect upon the property out of his own fund. The useable area to be taken by the both parties shall be made very clear in plans before the construction thereon.

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B- That the Second Party shall be entitled to realize its aforesaid funds for developing and making a multi-storeyed building upon the said property.

C- That the Second party shall be entitled to sale/to book/transfer including to lease 55% usable area of the said building according to the plan provided by the Architect.

D- That the first party shall be entitled to sale/to book/to transfer etc. of the 45% usable area of the said building.

3. SUBJECT MATTER OF THIS AGREEMENT

The subject matter of this agreement is the development and the construction of the multi-storeyed building upon the land and the Second Party shall have right to raise the proposed building upon the said property and also to have certain rights relating to the proposed building as detailed in this agreement. The Second party shall have right to use the same for the purpose of the multi-storied buildings and its subsequent uses to the extent of the 55% it is specifically agreed the land of the said property has not been transferred not its ownership is being transferred in favour of the second party.

4. <u>COST OF THE PROJECT</u>

The entire costs of the project till the completion if the multi-storeyed building shall be born by the Second Party from his own resources and first party shall have no lliability in this regards.

5. THE BUILDING PLAN

NUMBER OF STREET

The building plan shall be prepared and submitted in the name of the Second Party and same shall be got prepared by an Architect of the repute and same shall always consulted by the first party before its submission in the related authority.

6. REQUISITE PERMISSION FROM THE CONCERNED AUTHORITIES ESENTIAL THE RAISING AND COMPLETING THE PROJECTS

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चिक्रंय अनुबंध वि**लेख**ें 10,020.00 1,000 10,000.00 4,070,628.00 20 श्रंब्द लगभग फीस रजिस्ट्री नकलं च प्रति शुल्क योग अग्रिम धनराशि मलियत प्रतिफल संगीता यादव इत्राति टार्फ्ल श्रीमती लल्लू सिह पत्नी श्री व्यवसाय गुहिणी निक्सी स्थायी 🛛 चिरेयावाग उत्तरठिया. लखनऊ अस्यायी पता ने यह लेखपत्र इस कार्यालय में दिनांक 4/4/2015 समय रजिस्ट्रीकरण अधिकारी छूे हस्ताक्षर 2:21PM वजे निवन्धन हेतु पेश किया। <u>UN</u> विनीत दीक्षित (प्रभारी र्दाजीता शारत उप निबन्चक(प्रथम) लखनऊ निष्पादन लेखपत्र वाद सुनने व समझने गजपून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त 4/4/2015 विक्रेता केता श्री लल्लू सिह पुत्र प्री राम लाल यादव श्रीमती संगीता यादव रूप्रोता पत्नी श्री लल्लूं सिह पेशा गृहिणी 21120 MN . पेशा व्यापार निवासी चिरेयावाग उत्तरठिया लखनऊ निवासी चिरैयाबाग उत्तरठिया लखनक 111 श्रीमृती शशी,प्रभा 9 श्री अनार सिह पुत्र श्री राम लाल यादव पेशा व्यापार भागपा राशावमा २२ विस्तुर्ग पुत्री श्री इन्द्र कुमार पेशा गृहिणी निवासी 31 शीतल खेडा हैवतमऊ मर्वया लखनऊ निर्वासी चिरेयाबाग उत्तरठिया लखनऊ ÷ (6

The requisite permission necessary for the developing the property and raising a multi-storeyed building upon the said property shall be obtained from the various concerned authorities including the state department and Govt. of India etc. in the name of second Party and for which the second party shall have the authority act on the behalf of the first party.

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CONSTRUCTION OF THE BUILDING

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The second party shall construct the multi-storeyed building upon the said property in accordance with the plan which shall be in conformity with local by law rules and regulations regards specification and construction of work is to be settled between both the parties which shall from part of this agreement. 8. That the Second Portu double

8. That the Second Party shall have a right to grant contract and sub-contracts to others to complete the construction work of the building without causing any prejudice or loss to the first party or in violation of this agreement.
9. That as the estimated as to find

9. That as the estimated cost of the project is very substantial and the second party has to complete the project out of its own finance and resources the second party shall have a right to enter into agreement or agreements with prospective buyer's etc.

10. That the first party shall provided all the assistance and the help in putting the second party over the said property for its development and the construction of the multi-storeyed building and there from shall not caused any interference or interruption of any kind what so ever in the development of the time site of the instance of the second party.

Multi-storeyed building or bringing of the materials at site of the said property or the display of the proposed the multi-storeyed building through the sign board at the instance of the second party the second party shall be entitled to supervise and carry on the development or construction actively of the proposed multi-storeyed building upon the said property without any objection let or hindrance by the first party.

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ने निष्पादन स्वीकार किया । जिनकी पहचान श्री हरे पुत्र श्री <u>लल्लू यादव</u> ंहरेन्द्र यादव पुत्र श्री . पेभा अध्ययन चिरयाबाग उत्तरविया लखनुऊ निवासी व श्री शहाबुदीन पुत्र श्री पेशा वकलत • निवासी सिवलि कोई लखनऊ ने की । रजिस्ट्रीकरण अधिकारी क्रे हस्ताक्षर प्रत्यक्षता भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं। 415 विनीत दीक्षित (प्रभारी) उप निवन्धक(प्रथम) लखनऊ 4/4/2015 12

That the first party or any one claiming through or under them 11. shall have no right to deber the entry of the second party its employees contractors agent workment upon the said property during the development of the construction activity and the first party shall have no right of any kind what so ever to stop the construction or development work in the said property and also shall have no right to create any obstruction or development in the raising of the completion of multi-storeyed building by the second party without any just as sufficient reason.

That no party shall posses any right or the authority to revoke or 12. cancel this agreement under any circumstances whats over except for damages, if determined against the other party and if will riotction of this agreement is committed by either of the parties. 13.

That the first party has assured and satisfied the second party regarding their title over the site and shall indemnify the second party against all or any losses if so incurred due to any defect, if found in their title over the site.

That the market Value in the locallity of Haibatmau Mawaiya, Ward Ibrahimpur, Pargana Bijnaur, Tehsil and District Lucknow as fixed by District Magistrate, Lucknow is Rs.6,000/- per Sq.Mtr. accordingly the value of land measuring 678.438 Sq.Mtr. comes to Rs. 40,70,628/- on which stamp duty worth Rs. 2,85,000/- @ Rs. 7 % has been paid .

BOUNDARY

EAST

: Property of Second Party Group Housing WEST

: Boundary Surya Form, K.No.1416 at present Surya International

NORTH

: Property of Second Party SOUTH : 25 Ft. wide Road.

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{6} IN WITNESS WHERE OF the parties aforesaid after understanding the contents of this agreement voluntarity with the out any pressure, undue influence, correction being mentally alert have subscribed their signature UNTO this deed on the day, month and year, first written above in presence of witnesses. द्यंगीता शाहव WITNESSES: Jones Hovendra yadan Sta Lallu Singhyada chiraiyalough utrathig Lucknow 1. Address: **FIRST PARTY** 2. Address: Manuel Shahakindoli (Cadman' Churil Com Ko. SECOND PART TYPED BY: DRAFTED BY: MASARR बखपत लंब का नाम मुसरत अला भनुतारेन मह 55 13-2017 तक विवि साम 0 a .





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	रजिस्ट्रीकृत किया गया ।	
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