



उत्तर प्रदेश UTTAR PRADESH

BU 474542

BUILDER AGREEMENT

This Builder Agreement is made on the 12th Day of September, 2013

- 2013
1. Ram Kumari Mishra W/o Sri Surendra Kumar Mishra R/o Village & Post Auta Meja, Allahabad, owner of measuring 14270 Sqm. open land Arazi No. 275/1, 277, 278/1 Newada Samogar Pargana Arail Tehsil Karchana Distt. Allahabad; hereinafter called as the First Party/Owner.

AND

2. NARAYAN INFRAHEIGHT PVT.LTD. having its Registered Office 794A/1 Sohbatyabagh, Allahabad. Through its Managing Director Sanjeev Mishra S/o Shri Surendra Kuamr Mishra R/o 794A/1 Sohbatyabagh, Allahabad; hereinafter called as the Second Party/Builder.

Ramkumar

NARAYAN INFRAHEIGHT PVT. LTD.

Sanjeev Mishra
DIRECTOR

Whereas the first party parched measuring 14270 Sq. Mtr. land property by virtue of registered Sale Deed 09-10-2002 from pervious owner Deed registered in Book No. 1, at page 47 to 64 at Sr. No. 1 in the Registrar (I-Allahabad)

WHEREAS after execution and registration of aforesaid Sale Deeds first party have got 14270 Sq.Mts. land and their possession now they are absolute owner of measuring 14270 Sq.Mts. open land arazi no. 275/1, 277, 278/1 Newada Samogar Pargana Arail Tehsil Karchana Distt. Allahabad the aforesaid property

Whereas the above mentioned facts the first party is absolute owner of aforesaid property.

AND WHEREAS the First Party (Land Owner) are interested to raise Multi Storied, Residential building comprising of built up area as may be sanctioned by the Allahabad Development Authority

WHEREAS the Second Party (Builder) NARAYAN INFRAHEIGHT PVT.LTD, having its registered office 794A/1 Sohbatyabagh, Allahabad. Through its Managing Director Sanjeev Mishra, First Party (Land Owner) and offered to construct and raise Residential Building.

The Second Party (Builder) NARAYAN INFRAHEIGHT PVT.LTD, having its registered office registered office 794A/1 Sohbatyabagh, Allahabad is duly registered under the provision of Company Act 1956.

NOW THE PARTIES HERETO COVENANTS AS UNDER:

1. That the owners do hereby declare that land measuring 14270 Sq.mts. open land described at the foot of this deed and also shown owned and

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DIRECTOR

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possessed by the owners and is free from any encumbrances, lien or charges.

2. That the builder shall be construct Residential Building as sanctioned land over the aforesaid Free Hold Land measuring 14270. Sq.Mts. open land
3. That the first party land owner got prepared a building plan, by competent Architect and submitted the same for sanction before Allahabad Development Authority, Allahabad for its approval at its own cost, expenses and persuasion. The A.D.A. also sanctioned the map in the name of the first party and NARAYAN INFRAHEIGHT PVT.LTD .
4. That the funds for construction of building and completion of project shall be arranged and borne by the builder alone.
5. The second party builder NARAYAN INFRAHEIGHT PVT.LTD Director Sanjeev Mishra S/o Shri Surendra Kuamr Mishra R/o 749A/1 Sohbatiyabagh Allahabad is fully authorized to sale the plotes and recived the money from borrower and execute the sale deed.

That the present FAR permitted by the A.D.A., Allahabad is 2:2½ which means that the map is to be sanctioned as per aforesaid FAR. However in case during the period of construction, if the A.D.A., permits more FAR, if such case the builder shall submit revised plan and shall construct as per revised FAR. The owners and the builders shall share the additional construction in the same proportion i.e. 70% : 30%.

7. That the owners shall hand over the said land in vacant possession to the Builder only for the purpose of construction of Residential Building, in terms of this Builders Agreement as per map sanctioned by Allahabad Development Authority, Allahabad.

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Sanjeev Mishra
DIRECTOR

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8. That the entire project shall be completed as far as possible within a period of 2 years from the date or release of sanctioned plan for construction of Residential Building, by A.D.A. Allahabad or from the date of handing over vacant physical possession by the owners to the Builder NARAYAN INFRAHEIGHT PVT.LTD through its, which ever is later.
9. That the open areas of the plot after construction of building and the roof top of the Residential Building shall be jointly owned by the owners and the builder and the same shall always be used by them for more beneficial enjoyment of the entire complex in such manner as they may mutually agreed.
10. That the passage, common area and common amenities on the still floor, ground floor, first floor, second floor, third floor shall always be available for use to the owners, builder, their transferees, and assignees of the Residential Building. Similarly passage common areas and common amenities shall be available to the owners, builder, their transferees and assignees of the Residential Building.
11. That if due to any defect in the title of the owner, any loss is caused to the builder, the owners shall duly indemnify the builder.
12. That the Builder shall use 1st class material in construction of the Residential Building and shall be solely responsible for any deficiency found later on.
13. That after the Residential Building is complete and occupied by the owners and builder or their assignees/agents/representatives/licensees in what so ever capacity, the cost of its maintenances (in all respects) including payment of Taxes to Municipal Corporation, Allahabad pr Allahabad Jal Sansthan, Allahabad will be shared by the owners, and



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DIRECTOR

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builder or their assignees/agents representatives/licensees in whatsoever capacity, in proportion tot the area in their possession.

14. That the builder, the owner and their successors, heirs, legal representatives and assignees shall from a society comprising the builder owners, heirs, legal representatives and assignees and transferees/or assignees of various units of Residential Building and the said society shall be responsible for maintenance (in all respect) including payment of Taxes to Municipal Corporation, Allahabad Jal Sansthan, Allahabad of the Multistoried Complex.

15. That on completion of the project in all respect, the owners shall be responsible for the liability of income tax, capital Gains, TDS, Service Tax, or any other tax that may be imposed in future only in respect of their 30% share.

16. That in case of any dispute arising between the parties hereto pertaining to the terms and conditions of this agreement the same shall be referred to sole arbitrator Sri R.K. Umang, Advocate, Civil Court, Allahabad & Allahabad High Court and the decision of the arbitrator shall be final and binding on the parties hereto the provisions of arbitration Act 1996 shall be fully applicable to such arbitration proceedings.

17. That it is specifically mentioned and made clear that during construction of the Residential Building the owners including their heirs and legal representatives, executors, nominees and assignees shall not be entities to interfere in the construction of the Residential Building and the construction work shall not be stopped in any circumstances even during tendency of the arbitral proceeding.

18. That the electricity Bills shall be paid by the owners of Residential Building after obtaining electricity connection.

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DIRECTOR

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19. That cost of this agreement including payment of stamp duty and Registration Fees shall be borne by the builder.

IN WITNESS WHEREOF the parties hereto have signed and set their hands on the day, month and year first above mentioned.

DETAILS OF PROPERTY

Measuring 14270 Sq.Mts. open land arazi no. 275/1, 277, 278/1 Newada Samogar Pargana Arail Tehsil Karchana Distt. Allahabad the aforesaid property.

BOUNDARY :-

North	-	Road
South	-	Another Property
East	-	Another Property
West	-	Chakroad



(.R.K. Umang, Advocate)

First Party

(Landowner)

NARAYAN INFRASTRUCTURE PVT. LTD.
DIRECTOR

Second Party

(Builder)

Witness No.1 Amit Kr. Mishra S/o R. P. Mishra
Aunt, Meza, Allahabad
Witness No.2 Abhishek Shankar S/o Sri Kailash Shankar
195/67/55 Stanley Road, Allahabad.

Drafted By :

Typed By :

Date: 12-09-2013

Place: Allahabad

R.K. "Umang", Advocate
Anoop Kumar Singh

BY Sd/-
His/her Advocate
Hereby
12/09/2013