

भारतीय न्यायपालिका
भारतीय न्यायपालिका



रॉयन कुमार अग्रवाल
Rowan Kumar Agarwal
प्रा. क्र. (IN/DOB) 18071998
प्रा. लिंग MALE

2673 6145 5912

VID : 9101 6145 2085 9948

सेवा आधार, नारी परियोजना



Signature: 7753818999

भारतीय न्यायपालिका
भारतीय न्यायपालिका

Union Judiciary, Ministry of Justice of India

प्रा. क्र. (IN/DOB) 18071998
प्रा. लिंग MALE

प्रा. नाम रॉयन कुमार अग्रवाल, 801 नैरतान*
अपार्टमेंट, आलहाबाद रोड, बोधगंगा, लखनऊ,
उत्तर प्रदेश - 226004

Address:
Cr/O: Bal Kishan Agarwal, 801 Neeratan*
Apartment, Alambagh Road, opposite O.A.V.
College, Lucknow, Lucknow,
Uttar Pradesh - 226004

2673 6145 5912

VID : 9101 6145 2085 9948

 1847 |
  <http://india.nic.in> |
  india@nic.in



Nirmaanpunj Infraheights LLP

Regd. Office : 23, Vidhan Sabha Marg,
Lucknow-226001

Reg. No.: AAK-5046

Mob.: 7753818999, 9305002335,
9415159564, 9935538182

PAN No.: AAOFN5591M

GSTIN: 09AAOFN5591M1ZC

Ref. No.....

Date.....

Extract of Resolution Passed by

LLP dated 13.02.2023

Resolved that Mr Pawan Kumar Agarwal s/o Late Bal Kishan Agarwal be and hereby authorized to sign the required documents /deed /agreement on behalf of LLP and obtain this agreement/deed in favour of LLP in respect of part of property situated at 23, Vidhan Sabha Marg, Lucknow from SV & Einar Builders LLP

NIRMAANPUNJ INFRAHEIGHTS LLP

Pawan Agarwal
PARTNER

NIRMAANPUNJ INFRAHEIGHTS LLP

Pawan Agarwal
PARTNER



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar, Kolkata
(10, 409-B, Alameda) Kharakshi Lane, Kanchi, Uttar Pradesh, 220017, India

FORM 19

(As per Rule 32(1) of the LLP Rules, 2009)

CERTIFICATE OF REGISTRATION ON CONVERSION

OF
NIRMAANPUNJ INFRAHEIGHTS PRIVATE LIMITED
TO
NIRMAANPUNJ INFRAHEIGHTS LLP

LLP Identification Number: 201705014

The body of the said NIRMAANPUNJ INFRAHEIGHTS LLP is this day registered pursuant to section 697 of the Companies Act, 2013.
Kolkata (Uttar Pradesh) this Full day of September two thousand seventeen

Registrar, Kolkata

Note: The corresponding form has been approved by Pravin Kumar, Deputy Registrar of Companies and the same has been digitally signed by the Registrar through a system generated digital signature under the provision of the Limited Liability Partnerships Act, 2008.

The digitally signed certificate can be verified on the Ministry website (www.mca.gov.in)

Mailing Address as per record available in Registrar office:
NIRMAANPUNJ INFRAHEIGHTS LLP
(11 FLOOR, GUYAAL POWER PLANTING 215/206 SUBHASH MARG
LUCKNOW, INDIA
Uttar Pradesh, 226004, India

NIRMAANPUNJ INFRAHEIGHTS LLP
[Signature]
PARTNER

NIRMAANPUNJ INFRAHEIGHTS LLP



भारत सरकार

GOVERNMENT OF INDIA



अशोक वाशदेव जगत्यानी
Ashok Vashdew Jagtiani
जन्म तिथि/DOB: 15/07/1949
पुरुष/ MALE
Mobile No: 9839064364



7435 1026 0436
VID : 9110 6196 0682 7308

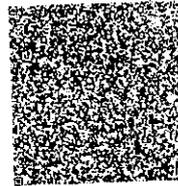
आधार - आम आदमी का अधिकार


9839064364

आधार

भारतीय विशिष्ट पहचान प्राधिकरण
GOVERNMENT OF INDIA

पता:
S/O वाशदेव शामदास जगत्यानी, फ्लैट नं.-२०५,
फोरचुना हरिशंकर अपार्टमेंट्स, १५-जोपलिंग रोड, हजरत
गंज, लखनऊ,
उत्तर प्रदेश - 226001



Address :
S/O Vashdew Shamdas Jagtiani, 205, FORTUNA
HARISHANKAR APARTMENTS, 15-JOPLING ROAD,
HAJARAT GANJ, Lucknow,
Uttar Pradesh - 226001

7435 1026 0436
VID : 9110 6196 0682 7308

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-580 001

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

ASHOK VASHDEW JAGTIANI

VASHDEW SHAMDAS JAGTIANI

15/07/1949

Permanent Account Number

ACLPJ1260C

With stamp or official stamp

Signature



S.V. & Einar Builders LLP

Designated Partner



सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Form 16

[Refer Rule 11(3) of the Limited Liability Partnership Rules, 2009]

Certificate of Incorporation

LLP Identification Number: ABC-1493

The Permanent Account Number (PAN) of the LLP is AEUFS2797E

The Tax Deduction and Collection Account Number (TAN) of the LLP is LKNS23362D

It is hereby certified that SV & EINAR BUILDERS LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.

Given under my hand at Manesar this Twentieth day of August Two thousand twenty-two.

Digitally signed by DS MINISTRY OF
CORPORATE AFFAIRS 10
Date: Mon Aug 22 11:25:00 IST 2022

Jhabboo Meena
Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

SV & Einar Builders LLP

Designated Partner

Disclaimer: This certificate only evidences incorporation of the LLP on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the LLP can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

SV & EINAR BUILDERS LLP

ORIENTAL HOUSE 3A, GOKHELY MARG, Gokhley Marg, Lucknow, Lucknow, Uttar Pradesh, India-226001

SV & EINAR BUILDER LLP
REGD.OFFICE:ORIENTAL HOUSE, 3-A, GOKHLEY MARG,
LUCKNOW-226001
(LLPIN:ABC-1493)

Email Id:rakeshjagtiani@yahoo.com Contact No.9811111688

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF THE DESIGNATED PARTNERS OF SV & EINAR BUILDERS LLP HELD ON MONDAY, 13TH DAY OF FEBRUARY 2023 AT 12.00 P.M. AT THE REGISTERED OFFICE SITUATED AT ORIENTAL HOUSE, 3-A, GOKHLEY MARG, LUCKNOW-22601 (U.P.)

AUTHORIZATION OF MR ASHOK VASHDEW JAGTIANI

"RESOLVED THAT consent of the Designated Partners of the LLP (The Firm) MR. ASHOK VASHDEW JAGTIANI (DPIN:00820516) Designated Partner of the Firm be and is hereby accorded to enter into and execute builder agreement (Development Rights Agreement) between the Firm and MESSRS NIRMAANPUNJ INFRAHEIGHTS LLP "

RESOLVED FURTHER THAT MR ASHOK VASHDEW JAGTIANI (DPIN:00820516) Designated Partner of the Firm, be and is hereby authorized to sign and execute with any party, person or relevant authority as may be required for Builder Agreement on behalf of the Firm and to do all such things as may be required in connection therewith and that such agreement shall be binding on the Firm necessary steps as and when so ever required in this regard."

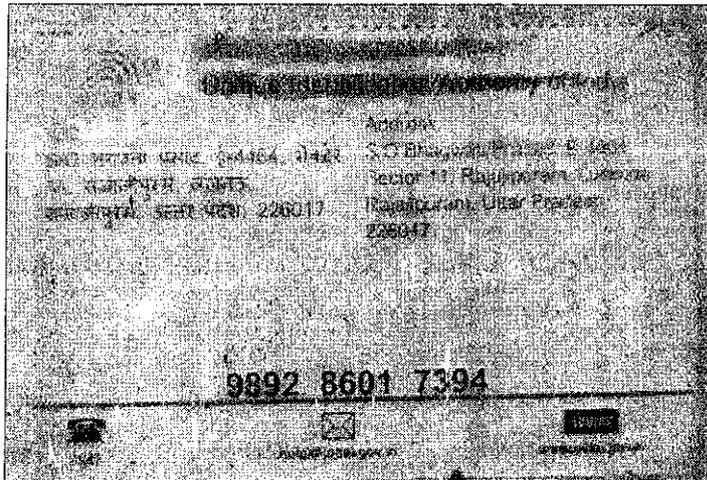
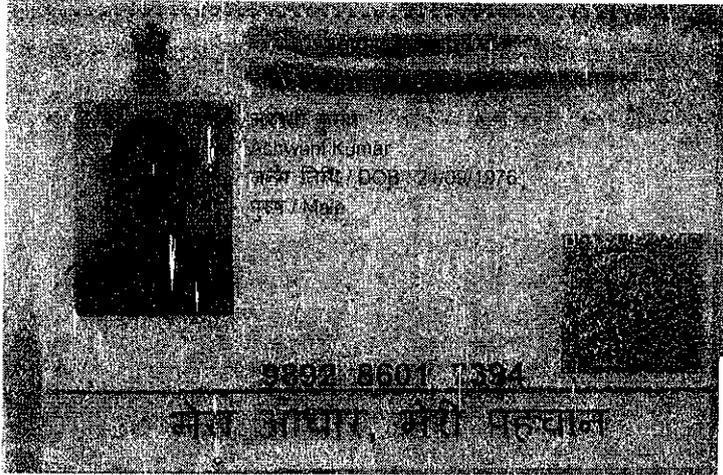
Certified to be true
SV & EINAR BUILDERS LLP



Rakesh Ashok Jagtiani
Designated Partner
DPIN:00820542



Nitin Chawla
Designated Partner
DPIN:05205655



Ashwani Kumar

21/05/1976



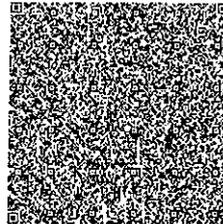
भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 0637/11189/03100

To
अब्दुल रहमान
Abdul Rahman
S/O Khalil Ahmad
H.No 59
Choti Lal Kurti
Sadar Cantt
Lucknow Cantonment
Lucknow Uttar Pradesh - 226002
6393768597

Signature Not Verified
Digitally signed by
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA 25
Date: 2012.12.26 12:40:59
UTC



आपका आधार क्रमांक / Your Aadhaar No. :

7409 8933 4873

VID : 9192 2516 3910 7545

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



अब्दुल रहमान
Abdul Rahman
जन्म तिथि/DOB: 03/06/1993
पुरुष/ MALE

Issue Date: 04/02/2014

7409 8933 4873

VID : 9192 2516 3910 7545

मेरा आधार, मेरी पहचान



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

- Aadhaar is v
- Aadhaar help
- Keep your mc
- Carry Aadhaa



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use

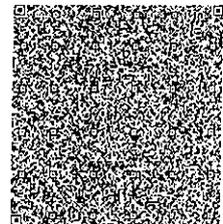


भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पता:
S/O खलील अहमद, एच.नं. 59, छोटी लाल कुर्ती, सदर
कैंट, लखनऊ कैंटोनमेंट, लखनऊ,
उत्तर प्रदेश - 226002

Address:
S/O Khalil Ahmad, H.No 59, Choti Lal Kurti,
Sadar Cantt, Lucknow Cantonment, Lucknow,
Uttar Pradesh - 226002



7409 8933 4873

VID : 9192 2516 3910 7545

मेरा आधार, मेरी पहचान

1947

help@uidai.gov.in

www.uidai.gov.in

6393768597

Photograph of Property bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow measuring 12987.00 Sq feet (1206.53 Sq Mts)

East : Part of land Bearing Number 23
West : Part of land Bearing Number 23
North : Part of land Bearing Number 23
South : Part of land Bearing Number 23



NIRMAANPUNJ INFRAHEIGHTS LLP

[Handwritten Signature]
PARTNER

SV & Einar Builders LLP

[Handwritten Signature]
Designated Partner

Address of Property	Part of Property No. 23, Corporation No. 47/046, Vidhan Sabha Marg, Lucknow
Total Land Area	1206.53 Sq Mts
Location of Road	Vidhan Sabha Marg (Segment Road)
Collector Valuation of Property	Rs. 8,58,43,000.00
Stamp Duty Paid	Rs. 60,09,200.00
Boundaries	East : Part of land Bearing Number 23 West : Part of land Bearing Number 23 North : Part of land Bearing Number 23 South : Part of land Bearing Number 23
Ward	Mahatma Gandhi

BUILDERS AGREEMENT
(DEVELOPMENT RIGHTS AGREEMENT)

This Builders Agreement (Development Rights Agreement) ("Agreement") is executed as of this 16th day of February, 2023 at Lucknow by and between:

M/s NIRMAANPUNJ INFRAHEIGHTS LLP (PAN No. AAOFN5591M) having its registered office at Property No. 23, Corporation No. 47/046, Vidhan Sabha Marg, Lucknow through its Designated partner / Authorized Signatory Pawan Kumar Agarwal son of Late. Bal Krishna Agarwal resident of 801, Neel Ratan Apartment, UPIL Scheme, Aishbagh Road, Lucknow 226004 (Hereinafter as the Owner/ First party which expression shall mean and includes its/ their heirs, legal representatives, successors, nominees, transferees, and administrators, executors and assignees).

AND

SV & Einar Builders LLP a Limited Liability Partnership Rule, 2009, (LLP Identification Number ABC-1493) (PAN No. AEUFS2797E) having its registered office at Oriental House 3A, Gokhaly Marg, Lucknow through its Designated Partner Ashok Vashdew Jagtiani son of Vashdew Shamdas Jagtiani resident of Flat No. 205, Fortuna Harishankar Apartments, 15- Jopling Road, Lucknow- 226001 (Hereinafter referred to as the Developer / Builder/ Second Party which expression shall mean and includes its/ his / their heirs, legal representatives, successors, nominees, administrators, executors and assignees)

NIRMAANPUNJ INFRAHEIGHTS LLP
Pawan Kumar Agarwal
PARTNER

SV & Einar Builders LLP
Ashok Vashdew Jagtiani
Designated Partner

The Owner and the Developer shall hereinafter be individually referred to as "Party" and collectively as "Parties".

WHEREAS:

- A. WHEREAS the First Party is the owner of and is in possession of property bearing corporation number 47/046 situated at 23 Vidhan Sabha Marg, Lucknow total measuring 2631 Sq Mts as more particularly described in Schedule I (hereinafter referred to as "Land").

WHEREAS M/s Nirmaanpunj Infraheights LLP had purchased entire Northern portion of house No 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow measuring 1315.52 Sq Mts from Amita Jain, Meera Gupta and Alok Gupta vide a Conveyance Deed which stands registered in the office of the Sub registrar 1, Lucknow vide Book No 1 Volume 23789 Pages 75 to 114 at serial number 7815 dated 13.04.2018.

WHEREAS M/s Nirmaanpunj Infraheights LLP had purchased entire southern portion of house No 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow measuring 1315.52 Sq Mts from Ritu Agarwal and Komilla Raote vide a Conveyance Deed which stands registered in the office of the Sub registrar 1, Lucknow vide Book No 1 Volume 23789 Pages 43 to 74 at serial number 7814 dated 13.04.2018.

- B. The Owner is in peaceful possession and enjoyment of the Land, free from all Encumbrances, except bank mortgage which has been intimated to the developers. (as defined hereinafter); Total area of property 2631.04 Sq Mts
- C. The Developer has approached the owner and represented and warranted to the Owner that it possesses the necessary and requisite skill, credibility, expertise, ability, experience, financial soundness and know-how in the field of development, construction, marketing and sale of real estate development project and the Owner relying on such representations, warranties, covenants and indemnities of the Developer has agreed to appoint the Developer for development and construction of such Project on the Land; Bearing No. 23, Corporation No. 47/046, situated at Vidhan Sabha Marg, Lucknow measuring 12987.00 Sq Feet (i.e. 1206.53 Sq Mts)
- D. Subject to the terms and conditions herein, the Owner has agreed to grant, and convey the development rights over part of the Land to the Developer for the purposes of development of the Project on the said part of Land and the Developer has agreed to accept the same for the purposes of development and construction and sale of the Project as per agreed terms between the parties.

NIRMAANPUNJ INFRAHEIGHTS LLP

PARTNER

SV & Einar Builders LLP

Designated P.T.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants contained in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each of the Parties hereby agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In addition to the terms defined in the introduction to this Agreement and other parts of this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, the following expressions shall have the meanings set forth below:

"Agreement" means this Development Rights Agreement and all attached annexures, schedules, exhibits and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement;

"Architect" means the architect appointed by the Developer for the Project;

"Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates to be obtained (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) for the commencement of the development and construction of the Land including, temporary power connections and all other approvals and/or permissions from fire department or any other statutory or Governmental Authorities whether State or Municipal required for purposes of commencing construction and development activity;

"Boundaries" means and includes the east, west, north and south boundaries of Property bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow total measuring 2631.04 Sq Mts. The same is bounded as under :

East	:	Vidhan Sabha Marg
West	:	Office of Electricity Board.
North	:	Way to Ratan Square
South	:	Way to Office of Electricity Board.

NIRMAANPUNJ INFRAHEIGHTS LLP

PARTNER

SV & Binar Builders LLP

Designated Partner:

Boundaries of Property bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow measuring 12987.00 Sq feet (1206.53 Sq Mts) which is the subject matter of the present agreement.

East	:	Part of land Bearing Number 23
West	:	Part of land Bearing Number 23
North	:	Part of land Bearing Number 23
South	:	Part of land Bearing Number 23

"Buildings" means and includes the block and constructions to be constructed by the Developer in the Project on the part of Land in terms of the Sanctioned Plan for Commercial cum residential / official purposes along with all internal and external services, amenities, facilities, fittings, fixtures, including but not limited to the Common Areas on the said part of land;

"Built up Area" means the building, structures or construction erected by the Developer on the Land in accordance with the Sanctioned Plan;

"Common Areas" means and include all such areas which are available for common enjoyment, such as setbacks, lobbies, staircases, lift room, ducts, open balconies, sanitary ducts, electrical ducts, machine rooms, water tanks and all such amenities including terrace areas etc. The open land area shall always remain open to sky for occupants / owners of the building to be constructed as per approved sanction plans of the building to be constructed on 12,987 Sq Feet of land; Roof rights will always will be property of owner (First Party) and Developers (Second Party) in proportionate share of 60% (Sixty Percent) of the First Party and 40% (Forty Percent) of the Second Party.

"Confidential Information" means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

"Common Facilities" means and includes all such facilities within the Project (only for the part of land on which commercial / Residential cum official Tower is to be constructed by the developer) which are available for common enjoyment of the eventual buyers of the commercial block such as Common Area illumination, power back up, scavenging facilities, security, water supply over an above

NIRMAANPUN INFRAHEIGHTS LLP

PARTNER

SV & Einar Builders LLP

Designated Partner

municipal water supply, infrastructure maintenance/upkeep facilities, etc. as agreed between the Parties from time to time;

"**Development Rights**" means the development right granted by the Owner to the Developer for the construction, development, completion, marketing and sale of the Project on the Land in accordance with this Agreement;

"**Effective Date**" means the date of execution of this Agreement as written hereinabove;

"**Encumbrances**" means any agreement or arrangement having the effect of conferring security upon or with respect to the Land;

"**Governmental Authority**" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

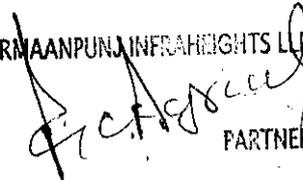
"**Land**" means Property bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow total measuring 2631.04 Sq Mts OUT of which the present agreement is only for 12987.00 Sq feet (1206.53 Sq Mts approximately) of land on which commercial / Residential cum official Tower is to be constructed by the developer as more particularly described in **Schedule I** hereof;

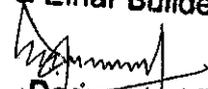
"**Law(s)**" mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and, or, of any statutory authority in India, whether in effect on the Effective Date or thereafter;

"**Person(s)**" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization;

"**Plan**" means the designs, drawings and plan for the Project prepared by the Architect in accordance with applicable rules, building bye laws and regulations as approved by the Developer and the Owner;

"**Sanctioned Plan**" means the plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities;

NIRMAANPUN INFRA RIGHTS LLP

PARTNER

SV & Einar Builders LLP

Designated Partner

"Supplementary Agreement" means a contract modification that is accomplished by the mutual action of the parties whether registered or not.

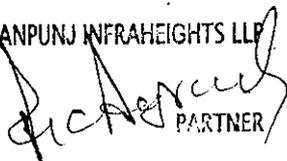
"Unit" means any area of the Project sold, leased, licensed, transferred or on which rights are being conferred by the Parties or are proposed to any of the foregoing.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- 1.2.1 Reference to the singular includes a reference to the plural and vice versa;
- 1.2.2 Reference to any gender includes a reference to all other genders;
- 1.2.3 Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.4 Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 1.2.5 Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, annexure or appendix of or to this Agreement.
- 1.2.6 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.2.7 Any word or phrase defined in the body of this Agreement as opposed to being defined in Article 1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- 1.2.8 If any provision in Article 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.2.9 When any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day.
- 1.2.10 the use of the word "including" followed by a specific example(s) in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.

NIRMAANPUNJ INFRAHEIGHTS LLP


PARTNER

SV & Einar Builders LLP


Designated Part:

Page 8

- 1.2.11 the rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.2.12 the schedules, annexures, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.
- 1.2.13 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

NOW IT IS MUTUALLY AGREED BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS UNDER:

1. That the present agreement is for a land area of 12987.00 Sq feet (1206.53 Sq Mts approximately) which is part of Property bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow. The same is bounded as per details given at the bottom of the agreement.
2. That the First Party/ Owner shall submit various plans / Map or applications to the concerned authorities for obtaining the requisite permission, sanctions and approval of all the competent authorities. All expenses, development charges any other charges etc. for preparation of plans, submission and passing of the such plans / Map by the authorities concerned till approval of sanctioned map shall be paid by the Second Party (whether in full or installments as the case may be to the Development Authority) on behalf of the First Party. The Map submitted by the First Party / Owner for construction of Commercial cum residential / official area shall be over a land area measuring 12987.00 Sq feet (1206.53 Sq Mts approximately). The Second Party / Builder / Developer shall raise a multi-storied commercial cum residential / official building on the aforesaid property / Land measuring 12987.00 Sq feet (1206.53 Sq Mts approximately) and carry out the work of development, preparation and sanction of the site plan in respect hereto alongwith all amenities and areas left for common facilities and road widening at their own cost. If the developer pays fees for sanction / approval of map & allied expenses to Lucknow Development Authority in lumpsum / in one go on behalf of First Party he will be entitled to charge interest 01% per month or part thereof on such amount from the owner / landlord. Interest of such payment will be calculated from the date of payment to Lucknow Development Authority upto date of repayment by the First Party.

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[Signature]
PARTNER

SV & Einar Builders LLP
[Signature]
Designated Partner

However if the developer pays the above mentioned fees in installments to LDA, in that case Owner / Landlord will not be required to pay interest on such payment upto the date of completion of project, if the landlord/first party is unable to repay this amount within 30 days of applying for completion of project then he will be liable to pay interest @ 01% per month or part thereof on the balance amount outstanding. Such Interest will be calculated from the last day of month after applying for completion certificate till the date of repayment.

Similarly if the owner fails to repay the security amount of 6 Cr (Six Crore) to the second party within 30 days from the date of applying completion certificate to Lucknow Development Authority then First Party will be liable to pay interest @01% per month or part thereof on the balance amount outstanding. This interest will be calculated from the from the last day of month after applying completion-certificate till the date of repayment.

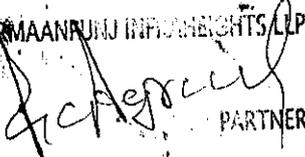
3. That the First Party shall get the plans for the proposed Commercial Cum Residential / Official Complex prepared through his architect of repute. Such duly prepared plans shall be submitted to the Lucknow Development Authority, Lucknow or any other authority.

The Second Party shall only construct commercial / Residential cum official Tower on the said land as per approved plan at its cost and expense.

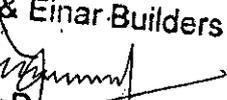
4. That all fees, charges and expenses that shall be payable to the design architects fee after approval of Map by the Development Authority shall be borne by the Builder/Second Party and it shall be the Builder/Second Party's responsibility to ensure that all requisite disbursement on the aforesaid account are duly and timely discharged and the Builder / Second party shall keep the owner harmless and indemnified in respect of any such fees, charges and expenses. It shall be the responsibility of the Owner/First Party to ensure that all requisite disbursement on account of approval of map by the Lucknow Development Authority, Lucknow or any other competent Authority and development charges as levied on the said land by government authorities are duly and timely discharged and the Owner/First Party shall keep the Builder/Second Party harmless and indemnified in respect of any such fees, charges and expenses.

5. That the party of Second Part shall construct the maximum area as per the available FAR on the said plot of land at its own cost and expenses and with its own resources as per the approved maps from the concerned authorities. There will only be deviation from approved map which can be compounded and approved by Lucknow Development Authority.

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Designated Party Page 10

6. That the Second Party has agreed and undertakes to expeditiously commence and carry out the project work on 12987.00 Sq. feet (1206.53 Sq Mts approximately) on Property bearing number. 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow which is the land / property considered for the present agreement and the balance land in the said property measuring 1424.51 Square Meter shall be left as open land for the common use, common amenities / facilities and road widening of the occupants / owners of the building and the same shall always be left untouched. In future if any changes / modifications / alterations have to be made on the land the same can be done only after the approval of the Builder / Second Party and owner (First Party) jointly. The permission for use shall only be given to the First Party / Owner after the interest of the Second Party / Builder is taken care of by the First Party / Owner.

7. The Parties have decided that the First Party shall be entitled to 60% (Sixty Percent) of the total super built up area of the building as their share in the present agreement and 40% (Forty Percent) of the total super built up area in building shall be of the Builder / Second Party.

Similarly the roof of the building shall be divided amongst the parties in the ratio of 60% (Sixty Percent) of the First Party and 40% (Forty Percent) of the Second Party for their use / leasing or transferring the same.

In case if any additional FAR is achieved or any additional construction is approved in future by the development authority on the total land detailed above including the area on which commercial building has been constructed then the same shall be divided amongst the parties in the ratio of 60% of First Party and 40% of Second Party.

8. That the total cost of the development including water supply system, sanitary and plumbing internal electrification, lifts, sewage, landscaping, tube well, water storage tank, both in the ground and overhead, firefighting, the cost of external development will be liability of the Second Party only. The cost of the transformer, electric connection/Sub Station and firefighting equipment and such other additional facilities, which are found necessary, shall also be installed by the Builder / Second Party for the building to be constructed on the afroredetailed land. The cost of installing the above will be recovered from buyer for the total area of the building and the said amount shall be reimbursed to the Second Party / Developer. In case there is division of property between the parties (First Party and Second Party) in future of the constructed area then the First Party of its share shall pay the said amount as per actuals to the Second Party. Expenses incurred towards approval of Additional FAR / compounding will be share in revenue sharing ratio i.e. 60% (First Party) and 40% (Second Party). Cost of construction shall be paid and borne by Second Party. During the course of execution of Project if

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both the parties find it feasible they can apply for conversion of residential block in the proposed project into office/commercial. Fees and other allied expenses on such conversion shall be divided in the revenue sharing ratio of 60:40 i.e. 60% for the first party and 40% for the second party.

9. That the First Party and Second Party shall jointly sell, transfer, the covered / super area of the commercial complex to be built over land bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow. The Second Party shall sign as co-owner / joint owner on all such deed entered for sale, lease of the covered / super area of the commercial / Residential cum official Tower to be built over land bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow. The consideration received by such transfer shall after deduction of property taxes / office expenses and marketing expenses shall be divided between the First party and the Second Party in the ratio of 60%:40% (respectively). The parties, if mutually, decide amongst themselves can separately earmark their share of super buildup area floorwise in the ratio of 60% (Sixty Percent) to the First Party / Owner and 40% (Forty Percent) to the Second Party/ Builder.

Receipts if any in the form of lease rent; car parking charges; amenities charges; club membership etc shall be shared between both the parties in their revenue sharing basis i.e. 60% of First Party and 40% of Second Party.

Similarly if any expenses towards leasing / selling off joint property is carried out by both the parties then the said expenses will be shared in the agreed ratio of 60% (Sixty Percent) to be borne and paid by First Party and 40% (Forty Percent) to be borne and paid by the Second Party.

10. That on the request of the Second Party the First Party will sign all the necessary papers, documents plans, affidavits, petition etc. addressed to or to be submitted before any authority or U.P. Power Corporation Ltd. for the exclusive purpose of the carrying out work pursuant to this agreement and the Second Party through his agreement itself shall be deemed to possess the aforesaid power to carry out the work under this agreement and such power shall continue to vest upon him until the completion of the project so as to enable the Second Party to effectually complete the said project under this agreement.

11. That the First Party shall have no concern with workers, engineers, etc. who may be employed by the party of the Second part in the construction of the proposed complex and the party of the First Part shall not be responsible for any payment or charges to be incurred in engaging the workers by the party of the Second part.

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Partner

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Designated Partner

12. That all the workers, laborers employed or engaged by the party of the Second part in the construction of the proposed complex at the site shall be entirely under the control and supervision of the party of the Second part and the party of the Second part shall always for all purpose be deemed to be the employee of the party of the Second part and party of the First part shall have no right no concern with them. The party of the Second part alone shall be responsible for all or any compensation to any workman/ labour or employee of the party of the Second part. The party of the Second part shall keep the party of the First part fully indemnified and harmless against any mishap or accident or against any demand or claim by any workman, labour or employee engaged or employed by the party of the Second Part in the construction of the proposed complex.

13. That it is further agreed that the completion of complex would mean:-

- i. Completion of the entire R.C.C. structure of earth quake resistance and good quality brick work;
- ii. Plastering, flooring and colouring of the building;
- iii. Landscaping of Open Area, Elevators and External Finishing.
- iv. All internal & external electrical wiring;
- v. All sanitary work, garbage disposal system drainage;
- vi. Installation of lift (if required), fire fighting equipments;
- vii. Water arrangement;
- viii. Stair Case;
- ix. Parking facility.

14. That the Second Party has agreed and undertakes to expeditiously commence and carry out the project work and complete the same within a period of 24 (Twenty Four) months commencing from the date of seeking registration under the Real Estate Regulatory Authority for construction of the said commercial / Residential cum official Tower except for force majeure, public disturbance, war. However the Second Party shall be entitled to an extension of 06 (six) month as grace period after the completion of the above mentioned 24 (Twenty Four) months period.

15. That the Second Party shall start construction within 03 (Three) months of the seeking registration under Real Estate Regulatory Authority failing which the First Party / Owner shall have the right to cancel the agreement and refund the advance and expenses paid by Second Party on behalf of the First Party within thirty days of such an event. Moreover the Second Party/ Developer shall complete the construction of the approved building within 30(Thirty) Months (24+6)of seeking registration under Real Estate Regulatory Authority and apply for

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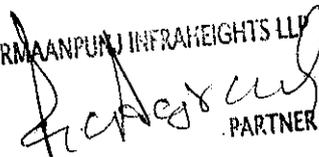
PARTNER

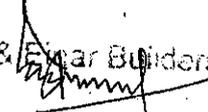
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completion certificate to Lucknow Development Authority failing which the Owners / First Party share in the project shall increase by 01% (One Percent) for every month delay.

16. That all notices, letters etc. shall be sent through registered post; or through E-Mail addressed to the other party at the address given above or at such address as intimated in writing and the document shall be deemed to have been served on receipt of acknowledgment duly signed by the receiver.
17. That the name of the proposed building will be as per mutually decided by both the parties.
18. That from the date of approval of map by Lucknow Development Authority, the Second Party / Developer shall be entitled to display the sign boards, advertisement boards etc. For the purpose of the construction/transfer of the proposed complex. The Developer / Builder / Second Party shall also be entitled to give the advertisement in Newspapers etc. and by other means as well. The entire expenses in this regard will be borne by the parties in their revenue sharing basis i.e. 60% (Sixty Percent) by First Party and 40% (Forty Percent) Second Party.
19. That the First Party shall do all acts, deeds, matters and things, as is or may from time to time, be necessary to give effect to these presents or to implement the same and shall not transfer, charge, encumbrance, alienate or part with the possession of the plot or any part thereof or do anything which may contravene the terms of this agreement.
20. That the Promoter / Builder / Second Party shall ensure use of proper good adequate construction material in the proposed building to be constructed in property situated at Property bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow.
21. That the amendments to this agreement can only be carried out by supplementary agreement (whether registered or not), between the parties, which shall be deemed to be in confirmation thereof.
22. That it is hereby agreed by the First Party and the Second Party that they shall directly meet their own tax liabilities and other fiscal liabilities which may be applicable to them, personally and respectively.
23. That the aforesaid property belongs to the First Party, who possess exclusive rights, title and interest over the same. The Second Party is hereby assured that no one other than the First Party has got any right, title or interest over the property and the First Party alone is legally competent to enter into this agreement

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with the Second Party. The First Party has assured the Second Party that the property i.e. the subject matter of this agreement has neither been acquired nor requisition under the land acquisition act or under any law for the time being enforce by the State Government or the Lucknow Development Authority or any other authority nor any notice in respect thereto has ever been received or served upon the First Party. That the First Party alone shall clear all the loan / liabilities on the aforesaid property at his cost and expense. In case the property/ land goes out of possession of the first party during its development due any legal disability of the first party then the second party shall be entitled to the development cost incurred till the time of such an event alongwith interest thereon @ 1% (One Percent) per month or part thereof to be calculated from the date of expense.

24. That if there is any claim, demand, tax, liability or any other court order, whatsoever against the First Party it is a condition of this agreement that the work of the development and/or other matters incidental to this agreement shall not at any time during or after the completion be stopped, prevented obstructed or delayed in any manner whatsoever by the First Party. In case due to any fault of the First party the development work carried out by the agents of the Second Party is disturbed / stopped then the First Party shall be liable to pay all the expenses incurred by the Second Party.

25. That all the municipal taxes or any other dues of the property before the execution of this agreement shall be liability of the First Party while thereafter of both the parties in their revenue sharing basis. Except electricity expenses during construction period shall be paid and borne exclusively by Second Party.

26. That the Second party shall engage architects, engineers, laborer and workman etc., in its own name and the also procure, purchase materials etc. for development etc. in its own name and the First Party shall have no liability either financial or of any kind in these regards.

27. That if the First Party shall be solely liable and responsible for any financial liability on the plot of land bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow which is the subject matter of the present agreement.

28. That the Second Party has given interest free refundable Security deposit of Rs. 6,00,00,000.00 (Rupees Six crores Only) at the time of execution of the present document and in case before completion of the building any other amount is given by the Second Party to the First party the same shall be refunded in full within 30 days from the date of procuring completion certificate of the project. The aforesaid amount of interest free refundable security deposit has been paid in the following manner:-

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Designated F:

Rs. 1,00,00,000.00 (Rupees One Crore Only) paid vide Cheque No. 000002 dated 13.02.2023 drawn on Kotak Mahindra Bank, Shahnajaf Road, Lucknow-226001, the receipt of which has been accepted and acknowledge by the first party.

Rs. 1,00,00,000.00 (Rupees One Crore Only) paid vide Cheque No. 000005 dated 16.02.2023 drawn on Kotak Mahindra Bank, Shahnajaf Road, Lucknow-226001, the receipt of which has been accepted and acknowledge by the first party.

Rs. 2,00,00,000.00 (Rupees Two Crore Only) paid vide Cheque No. 000006 dated 17.02.2023 drawn on Kotak Mahindra Bank, Shahnajaf Road, Lucknow-226001, the receipt of which has been accepted and acknowledge by the first party.

Rs. 2,00,00,000.00 (Rupees Two Crore Only) paid vide Cheque No. 000007 dated 17.02.2023 drawn on Kotak Mahindra Bank, Shahnajaf Road, Lucknow-226001, the receipt of which has been accepted and acknowledge by the first party.

29. That there is no construction on the land which is a subject matter of the present agreement. The constructed area on part of the land is not subject matter of this agreement and the owner / First Party shall demolish the same at its own cost and expense within 30 days of the approval of map by the Lucknow Development Authority. Stamp duty, registration charges and other incidental expenses have been borne by both the parties in equal ratio.

That the present agreement is for a land area measuring 1206.53 Sq Mts which is on a segment road. The valuation of 1000 Sq Mts is taken @ Rs. 75,000.00 per Sq Mts which comes to Rs. 7,50,00,000.00 which the valuation of Balance 206.53 Sq Mts of land is taken @ Rs. 52,500.00 Sq Mts, the value comes to Rs. 1,08,42,825.00. Thus the total valuation of land comes to Rs. 8,58,42,825.00 or say Rs. 8,58,43,000.00. On which stamp duty of Rs. 60,09,200.00 has been paid and affixed on the collector valuation of land jointly by both the parties jointly by both the parties.

Stamp duty of Rs. 60,03,500.00 has been paid and affixed vide E- Stamp No. IN-UP34263034091701V dated 14.02.2023.

Stamp duty of Rs. 5,700.00 has been paid and affixed vide E- Stamp No. IN-UP34268956209975V dated 14.02.2023.

NIRMAANPUNJ INFRAHEIGHTS LLP

PARTNER

SV & Einar Builders LLP

Designated Partner

आवेदन सं०: 202300821011305

विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 1584

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 6009200 बाजारी मूल्य - 85843000 पंजीकरण शुल्क- 858430 प्रतिनिधिकरण शुल्क- 100 योग : 858530

श्री एस० वी० एंड इनर बिल्डर्स एल० एल० पी० द्वारा
अशोक वाशदेव जगतयानी अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री वाशदेव शामदास जगतयानी
व्यवसाय : अन्य
निवासी: फ्लैट न० 205, फॉरचून हरीशंकर अपार्टमेंट्स, 15 जोप्लिंग रोड, लखनऊ



श्री, एस० वी० एंड इनर बिल्डर्स एल० एल० पी० द्वारा

अशोक वाशदेव जगतयानी अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 17/02/2023, एवं
12:10:30 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नमिता श्रीवास्तव-प्रभारी
उप निबंधक :सदर द्वितीय

लखनऊ
17/02/2023

राजेश कुमार यादव
निबंधक-सहायक
17/02/2023

प्रिंट करे



Boundaries of Property bearing number 23 Corporation number 47/046 situated at Vidhan Sabha Marg, Lucknow measuring 12987.00 Sq feet (1206.53 Sq Mts)

East : Part of land Bearing Number 23
West : Part of land Bearing Number 23
North : Part of land Bearing Number 23
South : Part of land Bearing Number 23

IN WITNESS WHEREOF the parties have put their respective signature on this Builders Agreement on the date, month and year first above written in the presence of following witnesses.

WITNESS:



Ashwani Kumar
1. Ashwani Kumar son of
Bhagwati Prasad resident of
E-4464, Sector-11,
Rajajipuram, Lucknow



Abdul Rehman
2. Abdul Rehman son of
Khalil Ahmad Resident of
59, Chotti Lal Kurti, Sadar,
Lucknow

FIRST PARTY

For M/s Nirmaanpunj infraheights LLP
NIRMAANPUNJ INFRAHEIGHTS LLP

Pawan Kumar Agarwal
PARTNER
(Pawan Kumar Agarwal)
Designated Partner / Authorised Signatory

SECOND PARTY

For M/s SV & Einar Builders LLP
SV & Einar Builders LLP

Ashok Vashistha
Designated Partner
(Ashok Vashistha)
Designated Partner / Authorised Signatory

Drafted by:

Vishal Mehrotra
Vishal Mehrotra, Advocate,
2nd Floor, Raj Chamber, 29/9, Rana Pratap Marg
Lucknow.
Phone: 9839066777, 8707527670

Typed by:

Abdul Rehman
Abdul Rehman

आवेदन सं०: 202300821011305

बही सं०: 1

रजिस्ट्रेशन सं०: 1584

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि क प्रलेखानुसार उक्त

विक्रेता: 1

श्री निर्माणपुंज इंफ्राहाइट्स एल० एल० पी० के द्वारा पवन कुमार अग्रवाल, पुत्र
श्री स्व० बाल कृष्णा अग्रवाल

निवासी: 801, नील स्तन अपार्टमेंट, यूपीआईएल स्कीम, ऐशबाग रोड, लखनऊ

व्यवसाय: अन्य

क्रेता: 1



श्री एस० वी० एंड इनर बिल्डर्स एल० एल० पी० के द्वारा अशोक वाशदेव
जगतयानी, पुत्र श्री वाशदेव शामदास जगतयानी

निवासी: फ्लैट न० 205, फॉरघूना हरीशंकर अपार्टमेंट्स, 15 जोप्लिंग रोड,
लखनऊ

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री अश्वनी कुमार, पुत्र श्री भगवती प्रसाद

निवासी: ई - 4464, सेक्टर- 11, राजाजीपुरम, लखनऊ

व्यवसाय: अन्य

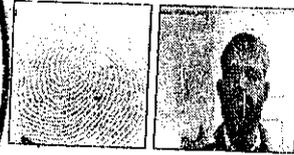
पहचानकर्ता



श्री अब्दुल रहमान, पुत्र श्री खलील अहमद

निवासी: 59, छोटी लाल कुर्ती, सदर, लखनऊ

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नमिता श्रीवास्तव प्रभारी

उप निबंधक: सदर द्वितीय

लखनऊ

17/02/2023

राजेश कुमार यादव

निबंधक लिपिक लखनऊ

17/02/2023

ने की। प्रत्यक्षतः भद्र साक्षियों के विशाल आठे नियमानुसार लिए गए हैं।
टिप्पणी:

प्रिंट करें

आवेदन सं०: 202300821011305

बही संख्या 1 जिल्द संख्या 26776 के पृष्ठ 303 से 338 तक क्रमांक 1584 पर दिनांक 17/02/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नमिता श्रीवास्तव प्रभारी

उप निबंधक : सदर द्वितीय

लखनऊ

17/02/2023

