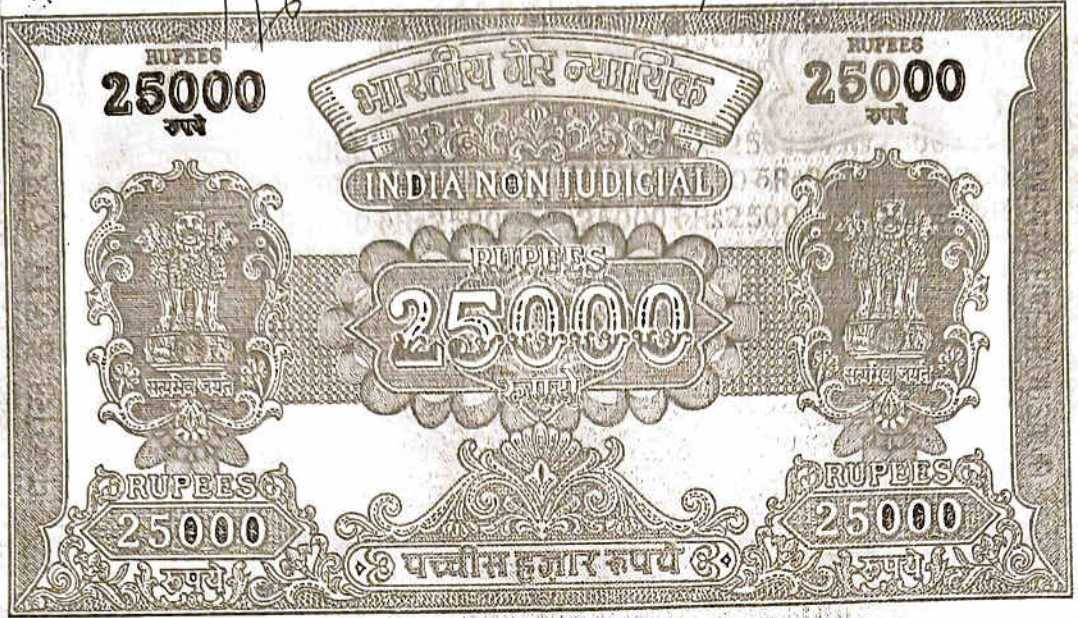
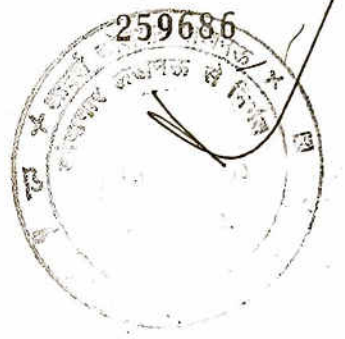


15/9/16

I 7056/8 Rs 6,13,000/-



उत्तर प्रदेश UTTAR PRADESH



DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	:	Residential
2.	Ward	:	Ismailganj,
3.	Mohalla	:	Kamta
4.	Details of Property	:	Khasra No. 290
5.	Standard of measurement	:	Sq.mtr.
6.	Area of Property	:	1116

For Commercial Street Pvt. Ltd.

[Signature]
Director

[Signature]



उत्तर प्रदेश UTTAR PRADESH



2

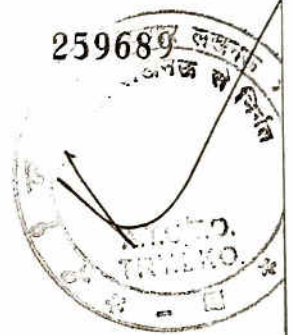
7.	Type of Property	:	Plot
8.	Market Value/Advance	:	Rs. 61,38, 000/ ₹
9.	Stamp duty	:	Rs. 6,13,800/-
10.	Boundaries	:	
	East : Goel Marbles. West : Swastik Marbles. North: Road 25 feet wide and Kamta Colony South: Open Land & thereafter Faizabad Road about 140 feet away.		
11.	No of persons in first part (1)	No of persons in second part (1)	

For Commercial Shelter Pvt. Ltd.

Director



उत्तर प्रदेश UTTAR PRADESH



4

BUILDER'S AGREEMENT

This Builder's Agreement is made on this 12th day of December, 2006 by 1. Nafees Ahmad Siddiqui s/o Late Sri Sadiq Hussain 2. Sazid Hussain s/o Nafees Ahmad Siddiqui r/o care of M/s Bombay Battery Repairing and Charging Company, Lalbagh, Lucknow 3. Smt. Chanda Sadiq, 4. Smt. Afsar Jahan and 5. Farha Deeba all daughter of Late Sadiq Hussain 6. Sri Aflatoon Siddiqui s/o Late Sri Sadiq Hussain r/o care of M/s Bombay Battery Repairing and Charging Company, Lalbagh, Lucknow, himself and registered Power of Attorney holder of Nafees Ahmad Siddiqui, Sazid Hussain, Smt.

[Handwritten signature]

For Commercial Shelter Pvt. Ltd.

[Handwritten signature]
Director



उत्तर प्रदेश UTTAR PRADESH



5

Chanda Sadiq, Smt.Afsar Jahan & Farha Deeba, which is registered on 3-5-99 book No.IV- Khand No116 Pages171 /176 at serial no.377 and on 5-5-99 book No.IV- Khand 116 Pages 177 /182 at serial no378 respectively (hereinafter jointly referred as **First Party/Owner**) which expression shall mean and include its nominees, associates & assigns of the first part;

AND

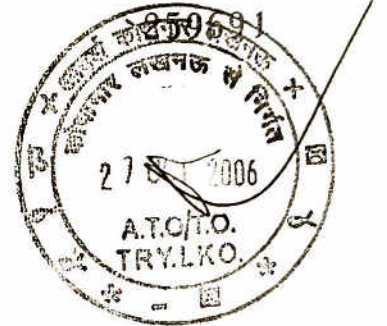
Commercial Shelters Pvt Ltd. through its Director, Shoeb Mohammad Khan, son of, Late Iqbal Mohammad Khan, having its Registered Office 79-A, Chobdari Mohalla, Chowk Lucknow

[Handwritten signature]

For Commercial Shelter Pvt. Ltd.
[Handwritten signature]
Director



उत्तर प्रदेश UTTAR PRADESH



6

(hereinafter referred as **Second Party/Builder/Developer**) which expression shall mean and include its nominees, associates & assigns of the other part;

WHEREAS the Sri Aflatoon Siddiqui s/o Late Sri Sadiq Hussain himself as a Co-owner as well as attorney holder of other owners of the property namely Nafees Ahmad Siddiqui s/o Late Sri Sadiq Hussain and Sazid Hussain s/o Nafees Ahmad Siddiqui r/o care of M/s Bombay Battery repairing and charging company, Lalbagh, Lucknow and Smt. Chanda Sadiq, Smt.Afsar Jahan and Farhadeeba all daughter of Late

[Handwritten signature]

Per Comm...
Director

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Director



उत्तर प्रदेश UTTAR PRADESH

259693



8

no. 290 situated at village Kamta, Pargana, Tehsil and District Lucknow from Smt. Nirmla Gopal w/o Sri R.C.Gopal r/o 28, Hanuman Road, New Delhi, who was the bhumidhar of the above mentioned property, through registered sale deed which was registered on 06-04-1981 book no.1 Volume No 2700 Pages 30/38 at serial no.2337 respectively, out of which owners have already sold 30,000 square feet (100 feet x 300 feet) to Sitaram Computech Pvt. Ltd through six sale deeds on 1-6-99 and 2-6-99.

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Stamp (259693) - 2

Sid
Director



उत्तर प्रदेश UTTAR PRADESH

259696

11

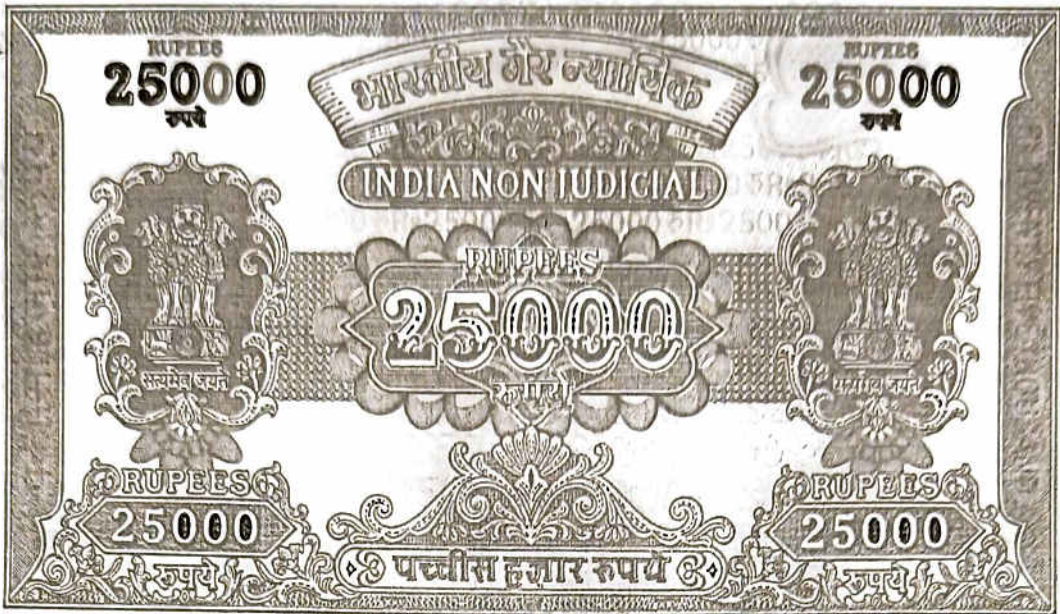
**NOW THE AFORESAID PARTIES HAVE MUTUALLY
AGREED AS UNDER :**

1. That the Owner has executed this deed of Builder's Agreement, who shall be entitled to carry out development work without any obstruction or hindrance from the Owner or any person claiming through them.
 - (a) The Developer shall undertake the construction of the said Group Housing Project on the land measuring approximately 12000 square feet which land forms part of



For Commercial Shelter Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

259697

12

this agreement and is situated at Kamta Village, more than 140 feet away from main Lucknow (Faizabad Road, Thana-Chinhat, Lucknow, bounded as under (hereinafter referred to as the said land).

East : Goel Marbles.

West : Swastik Marbles.

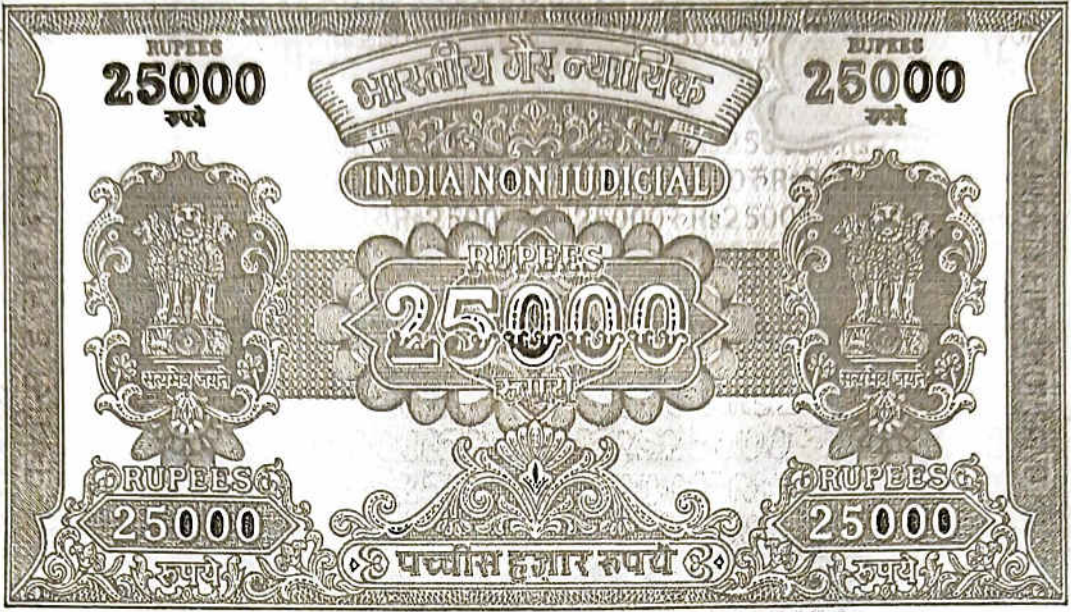
North : Road 25 feet wide and Kamta Colony

South : Open Land & thereafter Faizabad Road about 140 ft. away.

2. That the owner shall be entitled to 40% of the covered area and Developer will be entitled to 60% of the constructed units/ flats

For Commercial Shelter Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

259698



13

of the proposed group housing project as well as proportionate impartible right over the land thereunder, and the parking area. The roof rights shall always be reserved with the Owner. Subject to 40% share in built up area the Top Floor and the second floor flats shall be deemed to have been owned by owner. If 40% share of owner is not exhausted in these two floors, the remainder may be mutually settled by the parties.

3. That the Developer at its own cost and expense will get the building plans prepared and sanctioned in the name of Owners

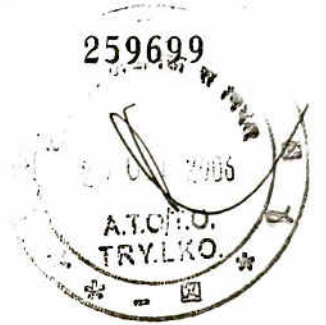


For Commercial Shelter Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH



14

from the Lucknow Development Authority, Lucknow. The allocation of Developer and Land owners as above is in full and final settlement of all claims, rights etc. of the Developer. In case the members of Owner at any time make their allocations or divide their respective shares then all expenses, charges etc. for the same shall be borne by them and the Developer shall have no liability whatsoever in this regard under any circumstances.

4. That the Developer shall undertake the proposed construction of Group Housing Project, as per the sanctioned plan. However, it

For Commercial Shelter, Pvt. Ltd.

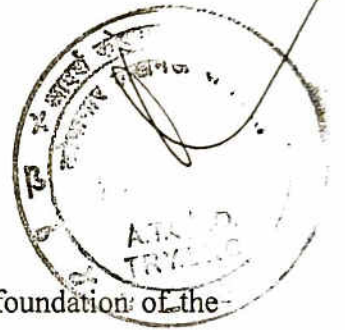
Director



उत्तर प्रदेश UTTAR PRADESH

259700

15



is an essential term of this contract that the foundation of the building shall be so made as to withstand for a multi storeyed structure.

5. (a) That the efforts shall be made by the Developer, in developing the group Housing Project of first class construction, covering the maximum permissible floor area under the rules and regulations of the Lucknow Development Authority, Lucknow. The name of the

Mi

Fee Commercial Shelter Pvt. Ltd.

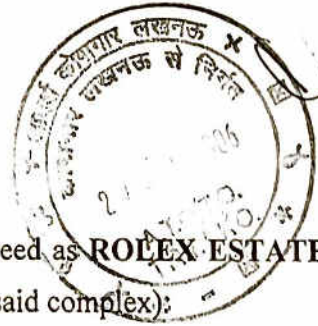
SD
Director



उत्तर प्रदेश UTTAR PRADESH


259701

16



project has been mutually agreed as **ROLEX ESTATE**.
(hereinafter referred to as the said complex):

- (b) That the application for sanction of builder plan shall be submitted within one month from the date of execution of this agreement and every endeavour shall be made to get the building plans sanctioned within six months. If the building plan is not got sanctioned within seven month from the date of execution of this agreement, the present agreement shall stand cancelled.

 For Commercial Shelter Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

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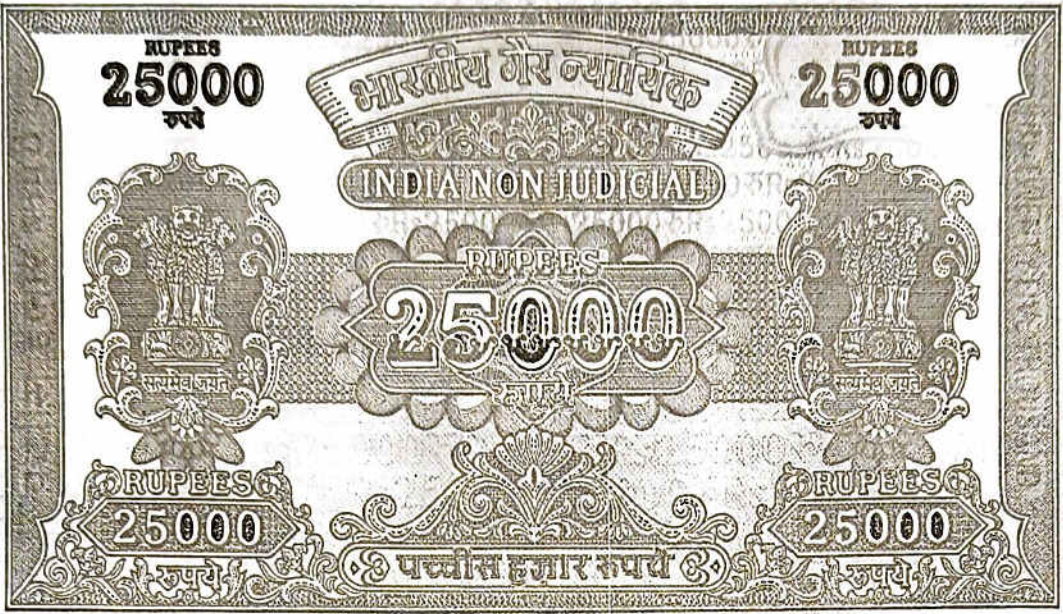


- (d) That in respect of the entire material required for construction, payment of labourers, workmen etc. and all other charges and expenses required for construction activity or allied purposes shall be borne and paid by the Developer and the Owner shall not be liable for the same under any circumstances.
- (e) That the Owner shall have no responsibility nor will be in any manner liable for payment of the cost of materials, goods, fixtures or any inputs which may go into or be

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For Commercial Shale Pvt. Ltd.

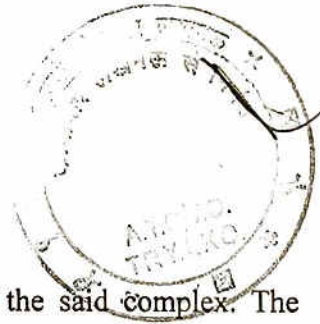
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Director



उत्तर प्रदेश UTTAR PRADESH

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19



required for the construction of the said complex. The entire cost of construction by whatsoever name called shall be borne and paid exclusively by the Developer.

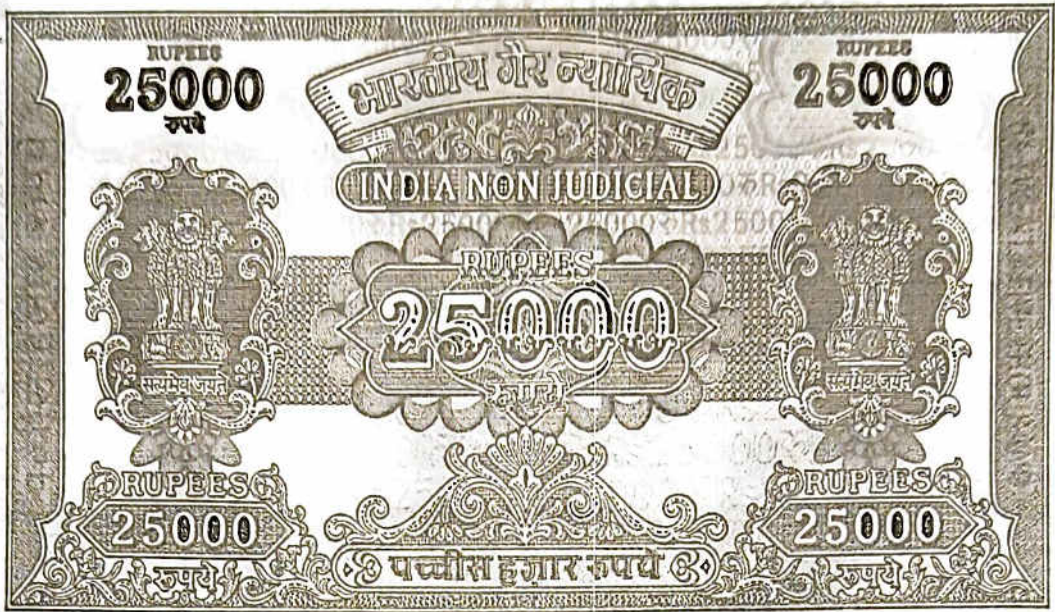
6. That on successful completion of the project by the Developer, within the time and manner mentioned hereinabove and in consideration of the obligation of the Developer herein contained and the Developer making construction at its own cost and expense, the Developer shall be entitled to an absolute

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For Commercial Shelter Pvt. Ltd.

[Handwritten signature]

Director



उत्तर प्रदेश UTTAR PRADESH

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- ownership of its allocation as specified in clause 2. here in above.
7. That by this agreement first party is being transferred the share of land and constructed area to the second party as per clause -2 with all transferable rights of owner..
 8. That it is also clarified that nothing in this agreement shall mean or be taken to mean that this agreement is a partnership.



For Commercial Director, Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

259706




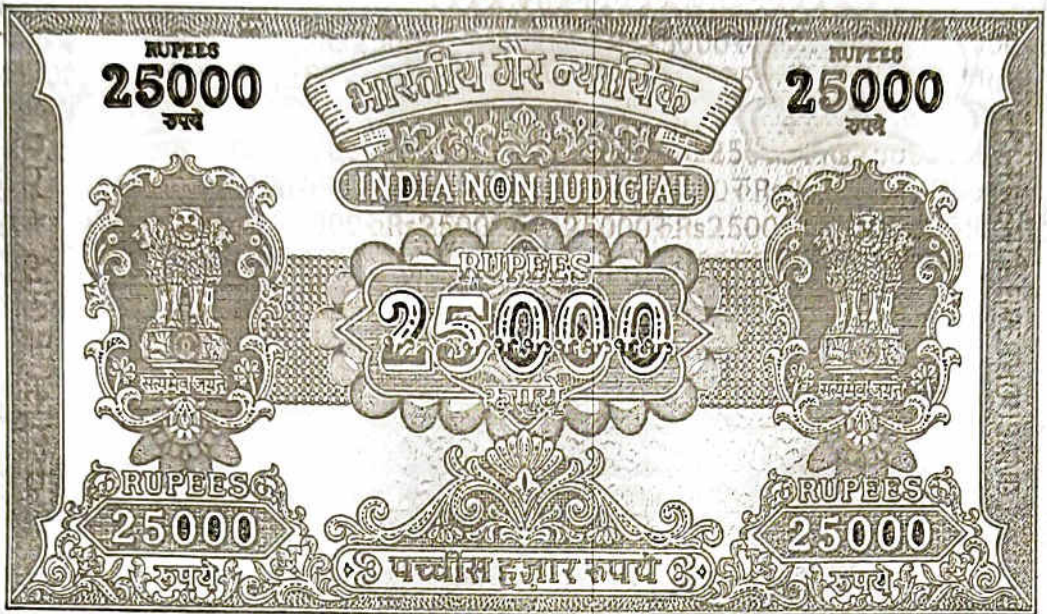
21

9. That the Owner as one party and the developer as the other party reserve their right to enter into any supplementary agreement (s) with each other, for the purpose of modifying, elucidation or making provision(s) for any essential requirement for the due performance of this agreement and the said supplementary agreement (s) may not be registered.
10. That any of the transferees of the Owner or the Developer or persons claiming through them shall keep the interiors, walls sewer, drains, pipes and other fittings well maintained.



For Commercial Shelter Pvt. Ltd.


Director



उत्तर प्रदेश UTTAR PRADESH

259707



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11. That any of the transferees of Owner or the Developer shall not do or cause to be done or permit to be done any act or thing which may render void and voidable any insurance of the building(s) or any part thereof and shall keep the Owner or the Developer and other occupiers of the building(s) as the case may be, harmless and indemnified from and against the consequence of any breach.
12. That the Developer shall abide by all laws, bye-laws, rules and regulations of the government/ local bodies as the case may be

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For Commercial Sheller Pvt. Ltd.

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Director



उत्तर प्रदेश UTTAR PRADESH

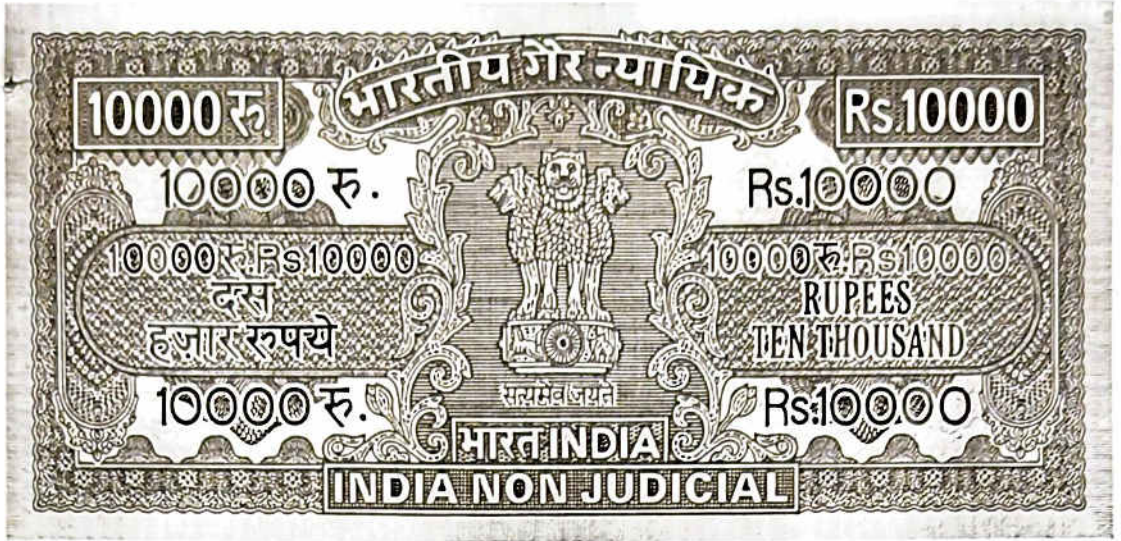


24

14. That all expenses of whatsoever nature for the execution and registration of this agreement shall be borne and paid by the Developer. Provided that in case the amounts if any paid by the Developer for stamps for execution and registration are refunded or are allowed to be adjusted in subsequent deeds in favour of subsequent transfer of parties then the entire benefit of the same shall be payable to and/ or will be received by the Developer alone, the Owner shall have no right or claim in this respect.

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For Contract Officer
[Handwritten signature]
Director



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15. That the Developer is hereby authorized to apply for and obtain permits/ sanctions etc. for construction of the said complex, temporary and or permanent connections of water, electricity and/ or for the said complex and their inputs required for the construction and / or completion of the building project and making it ready for occupation. The liability for any act or omission or any damages or compensation in the above connection shall rest solely on the Developer and not on the Owner.

For Commercial Shelter Pvt, Ltd.

Director



उत्तर प्रदेश UTTAR PRADESH

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26



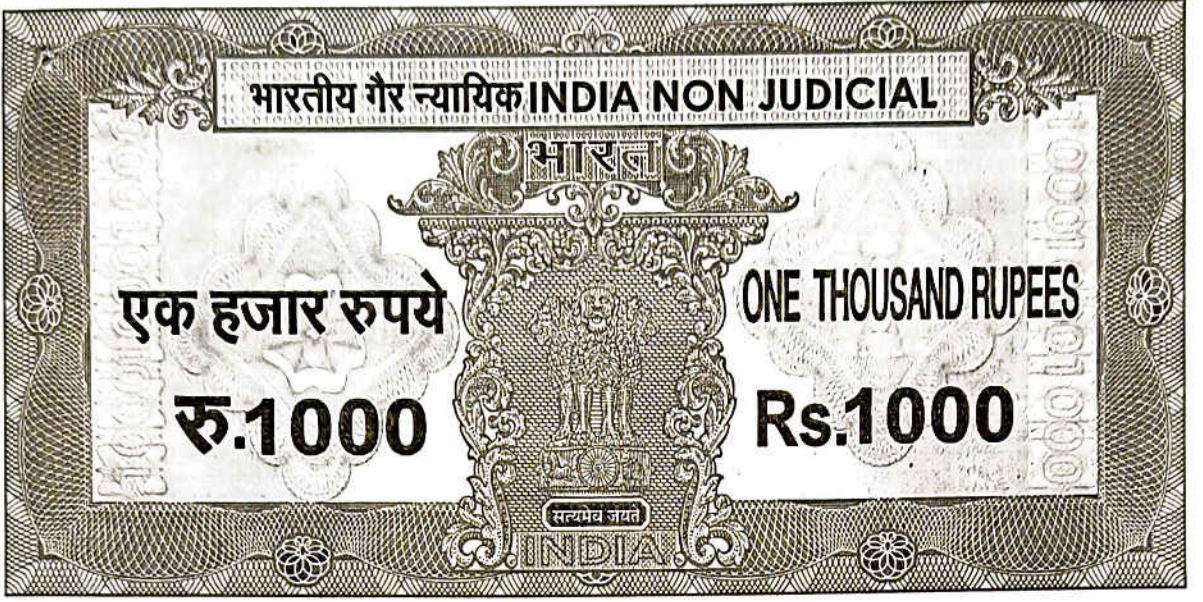
16. That the owner shall render all assistance necessary or required by the Developer to enable the Developer to prepare, submit, pursue, and follow up the applications and in all other respects for carrying out the objects of this agreement and all matters incidental thereto. Such assistance shall however, not extend to financial assistance.

17. That the Developer shall be entitled to mortgage, pledge and book their share or allocation of the constructed area or part thereof in the said complex to prospective buyers or other

For Commercial Shelter Pvt. Ltd.


Director





उत्तर प्रदेश UTTAR PRADESH

B 206340



27

person. However, in no case the Developer will have the power to transfer in any manner whatsoever the share/ allocation of the Owner in the proposed complex.

18. That the Developer without causing any financial liability or responsibility on the Owner shall be entitled to raise finances from banks/ financial institutions against the security/ mortgage of their (Developer) share/ allocation in the proposed complex.
19. That the Owner, if required by the Developer, shall join the Developer in executing the sale deed (s) agreement (s) to

For Commercial Shelter Pvt. Ltd.

[Handwritten signature]

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Director



उत्तर प्रदेश UTTAR PRADESH

B 206341



28

prospective buyers/ allottees in respect of the Developers share/allocations thereof, though the same is not necessary in view of clause 3 yet for abundant precaution this clause is inserted.

20. That in case the premises comprised in this agreement or any part thereof, is lost on account of any defect in the title of the Owner or their right to transfer the same or right to enter in this agreement or possession of the constructed area for enjoyment is in any way is disturbed on account of litigation started by any

For Commercial Shelter Pvt. Ltd.

Director



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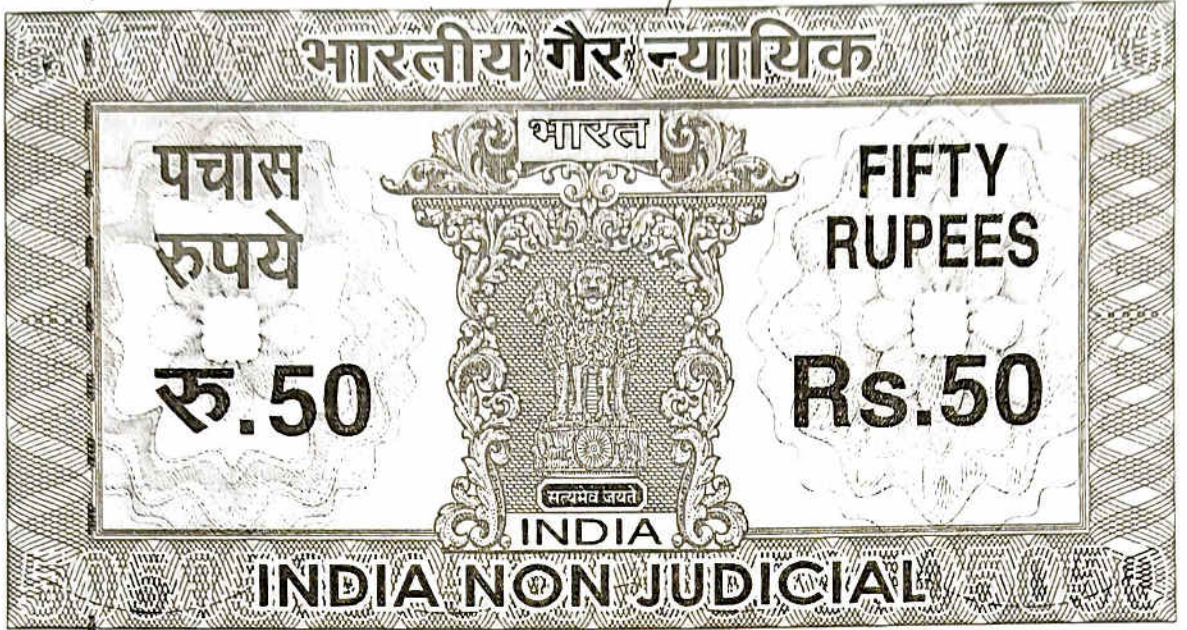


body claiming through the Owner or any member thereof, or on account of any defect whatsoever relating to some outstanding claim/ demand including demand for the taxes etc. against the Owner, then they shall be obliged to meet, settle and clear the same, in the event of their not doing so, any consequential injury or loss to the Developer, its nominees and/ prospective purchasers, the Owner shall be liable to compensate the Developer, its nominees and prospective purchasers of the whole or any part of the area/ spaces/ offices/ basement/ car parking spaces etc. in the said complex.

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For Commercial Shelter Pvt. Ltd.

[Handwritten signature]
Director



उत्तर प्रदेश UTTAR PRADESH

B 417339

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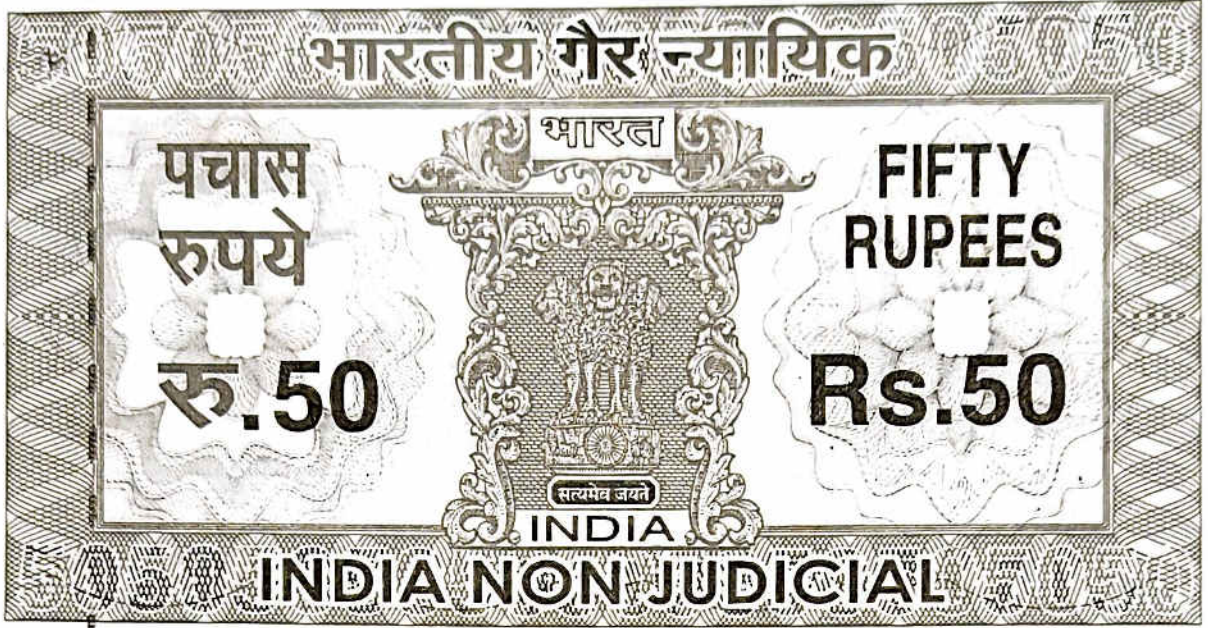
21. That owner shall hand over the all the papers relating rights in respect of the land to be filed alongwith the map to be passed by the Lucknow Development Authority to the developer and shall not create any hindrance access rights to the site, developer shall recover the proportionate share of maintenance cost from the owner, their purchaser (s) etc. The maintenance of the complex will be handed over to a society or any other maintenance organization, as and when deemed fit by the Developer and till then the Developer will be entitled to recover the share as determined by it from the purchasers/ owner. In case of failure to

For Commercial Shelter Pvt. Ltd.

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Director



उत्तर प्रदेश UTTAR PRADESH

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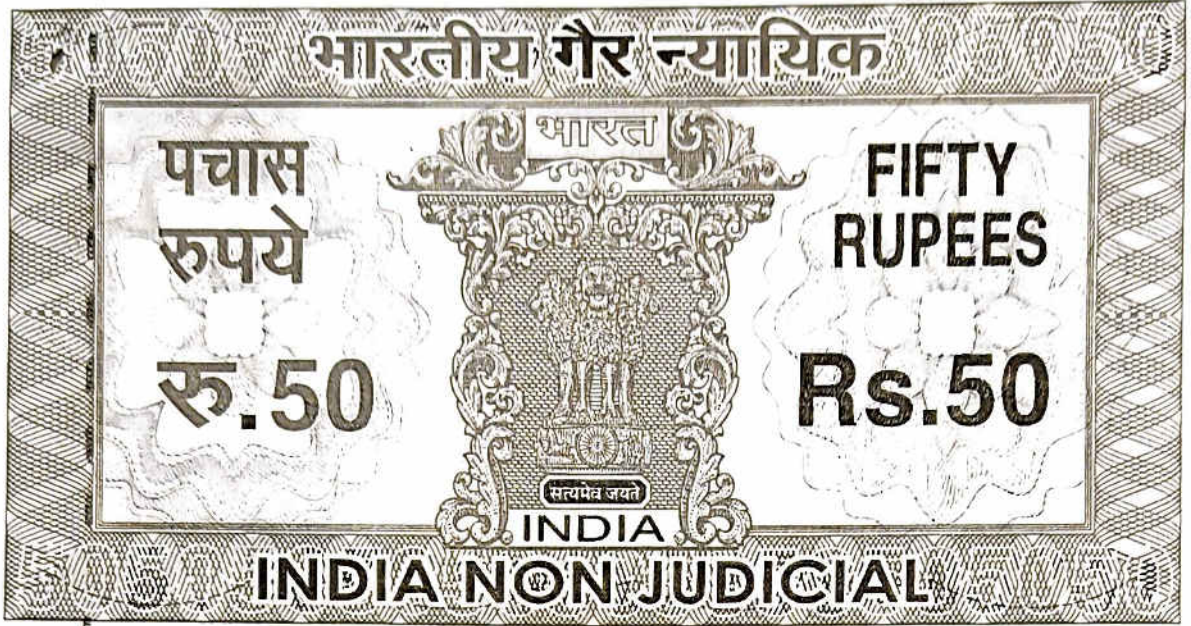
pay the aforesaid charges, the Developer shall be entitled to suspend the service as well as recover the charges.

22. That both the parties shall not violate / deviate the map passed by the Lucknow Development Authority so far as open land, greenery, front, rear, side setback and access the constructed building of the Rolex Estate. Is concerned.
23. That it is further agreed that in case of increase in FAR during construction Developer will carry out construction on the same terms and conditions as herein contained same proportionate

For Commercial Shelter Pvt. Ltd.




Director



उत्तर प्रदेश UTTAR PRADESH

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share as enumerated above in this agreement in additional construction will also be given by Developer to the Owner.

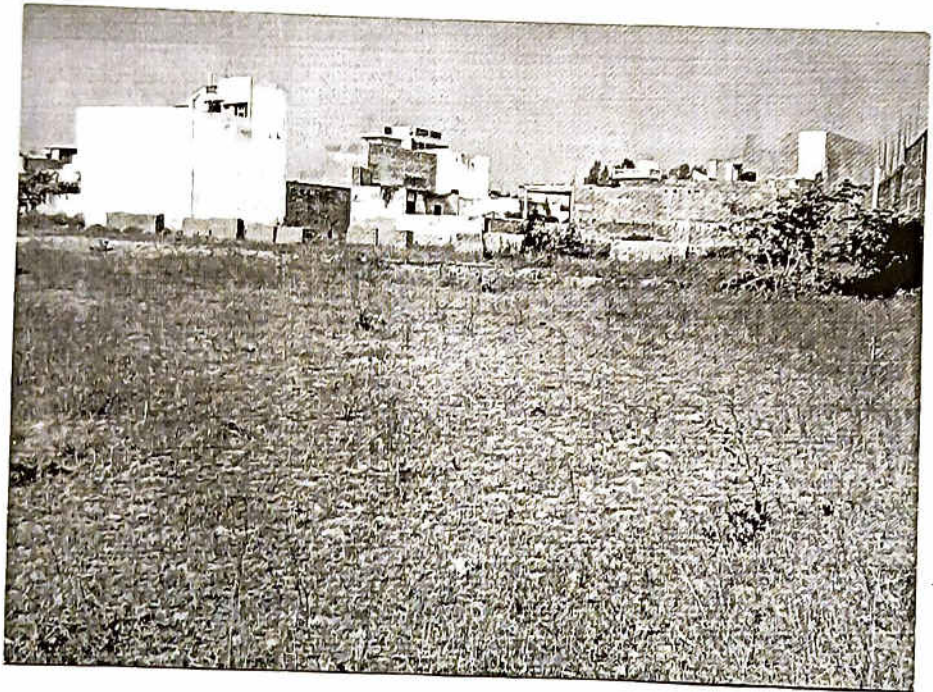
24. That the owner shall bear and pay all outstanding charges and dues whatsoever and of every nature payable on the land and the structures standing thereon including the property rent and ground rent and charges of electricity, house tax, water tax etc. payable till today.
25. That it is hereby agreed between the Owner and the Developer that they shall directly meet their taxation liability and other

For Commercial Shelter Pvt. Ltd.




Director

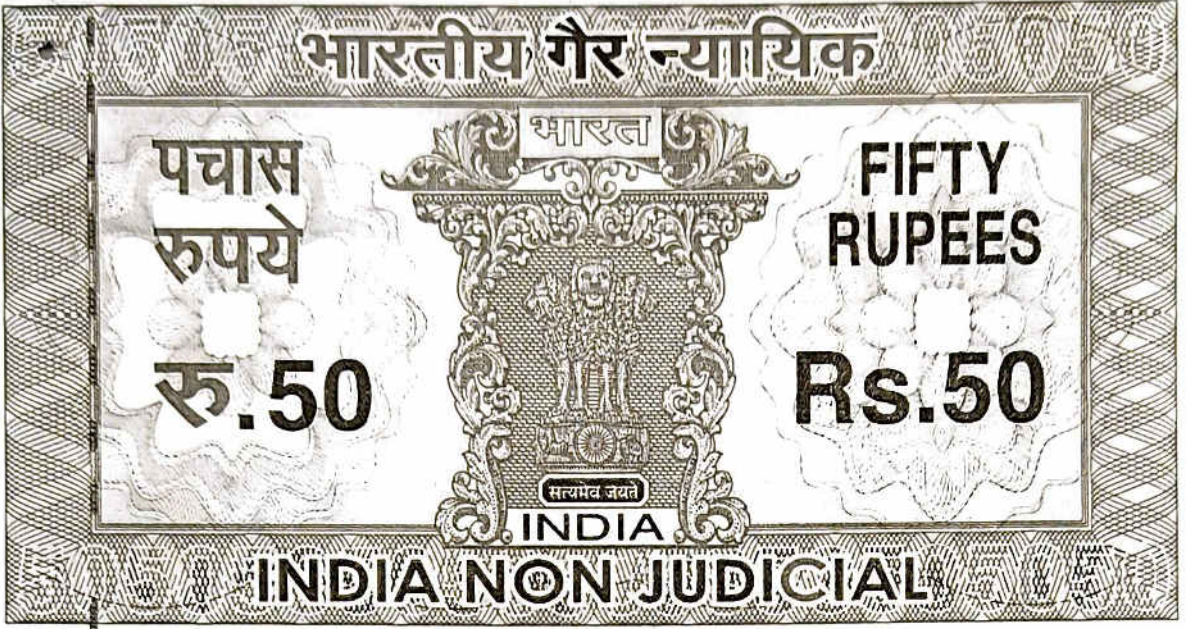
Photograph of Property Khairabad 290
Situated at Kanota P.O. Dist. Kutch



K-1

For Commercial Shelter Pvt. Ltd.

[Signature]
Director



उत्तर प्रदेश UTTAR PRADESH

B 417342

33

statutory liabilities as may be applicable to them personally/ individually.

26. That if there be any claim/ demand litigation and/ or any court decree not affecting the progress of development against the Owner, work of development and/ or completion of the building or handing over the possession to the intending purchasers, be not stopped prevented, obstructed or delayed in any manner whatsoever.

u

For Commercial Shelter Pvt. Ltd.

[Signature]
Director

डॉ. लखनऊ

दि 2-11-06

श्री/श्रीमती अफलातून सिददीकी
पुत्र/पत्नी श्री स्व० सादिक हुसैन
पेशा व्यापार

श्री/श्रीमती

श्री/श्रीमती

विक्रय अनुबंध विलेख

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प्रतिफल मालियत अग्रिम धनराशि फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगमाग
श्री/श्रीमती अफलातून सिददीकी
पुत्र/पत्नी श्री स्व० सादिक हुसैन
पेशा व्यापार
निवासी स्थायी मेसर्स बान्हे बैटरी लाल बाग लखनऊ
अस्थायी पता उक्त
ने यह लेखपत्र इस कार्यालय दिनांक 12/12/2006 समय 5:56PM
बजे निबन्धन हेतु पेश किया।



एस.के. सिंह

उप निबन्धक (तृतीय)

लखनऊ

12/12/2006

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

विक्रेता

श्री/श्रीमती अफलातून सिददीकी
पुत्र/पत्नी श्री स्व० सादिक हुसैन
पेशा व्यापार
निवासी मेसर्स बान्हे बैटरी लाल बाग लखनऊ



क्रेता

श्री/श्रीमती कार्मासियल सेल्टर्स प्रा० लि० द्वारा
पुत्र/पत्नी श्री डायरेक्टर शुऐब मोहम्मद खान
पेशा व्यापार
निवासी 79ए चौबदारी मोहल्ला चौक लखनऊ



श्री/श्रीमती अफलातून सिददीकी
प्रतिनिधि श्री नफीस अहमद सिददीकी
पुत्र/पत्नी श्री स्व० सादिक हुसैन
पेशा व्यापार

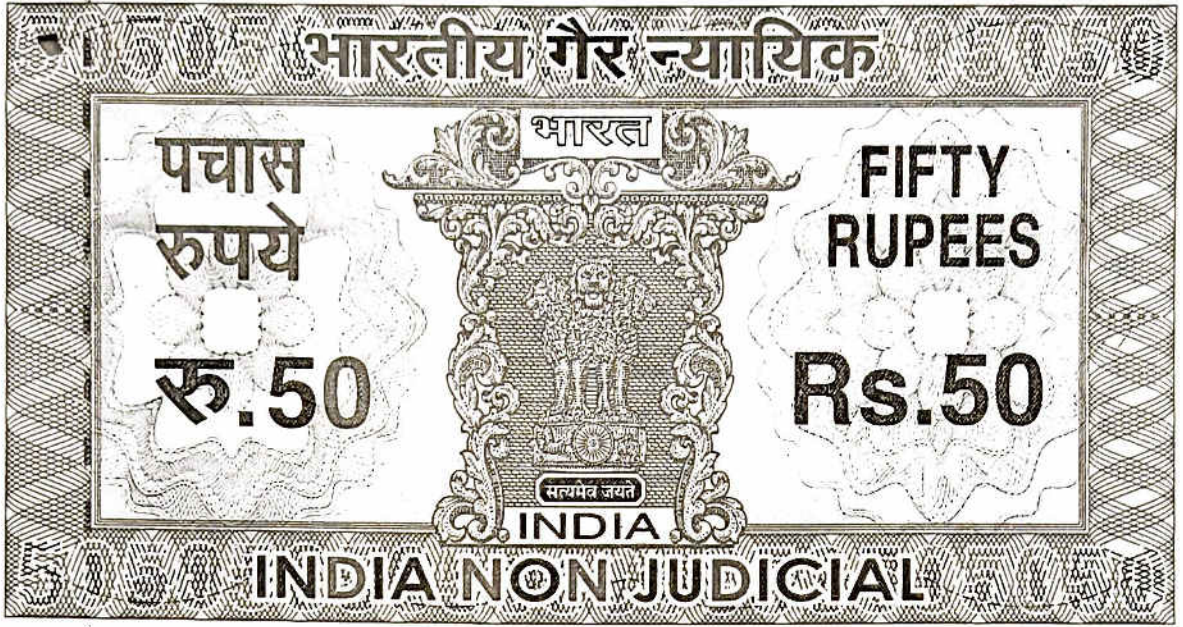


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प्रतिनिधि श्री साजिद हुसैन
पुत्र/पत्नी श्री स्व० सादिक हुसैन
पेशा व्यापार



श्री/श्रीमती अफलातून सिददीकी
प्रतिनिधि श्री घन्दासादिक
पुत्र/पत्नी श्री स्व० सादिक हुसैन
पेशा व्यापार





उत्तर प्रदेश UTTAR PRADESH

B 417343

34

27. That any claim, litigation and or court decree against the Owner or any member thereof shall not in any way affect the Development their nominees and prospective purchasers and the amount thereof shall not be realized from such persons i.e. the Developer, their nominees, transferees and intending purchasers. It is agreed to between the parties that the property liable for satisfying the claims as aforesaid will only be from the share/ allocation falling to the share of the Owner.
28. That subject matter of this agreement is the plot of land measuring 1116 sq.mts. = 12000 square feet over which the



For Commercial Shelter Pvt. Ltd.



Director

लखनऊ

दि 20/11/06

शुद्ध

नाम

द्वारा

श्री/श्रीमती अफलातून सिददीकी
प्रतिनिधि श्री अफसर जहाँ
पुत्र/पत्नी श्री स्व० सादिक हुसैन
पेशा व्यापार



श्री/श्रीमती अफलातून सिददीकी
प्रतिनिधि श्री फरहा दीबा
पुत्र/पत्नी श्री स्व० सादिक हुसैन
पेशा व्यापार



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री सै० जफर अहमद

पुत्र श्री मोहम्मद मुस्ताक

पेशा व्यापार

निवासी 2/220 टी वजीर हसन रोड लखनऊ

व श्री उवैद मोहम्मद खॉ

पुत्र श्री इकबाल मोहम्मद

पेशा व्यापार

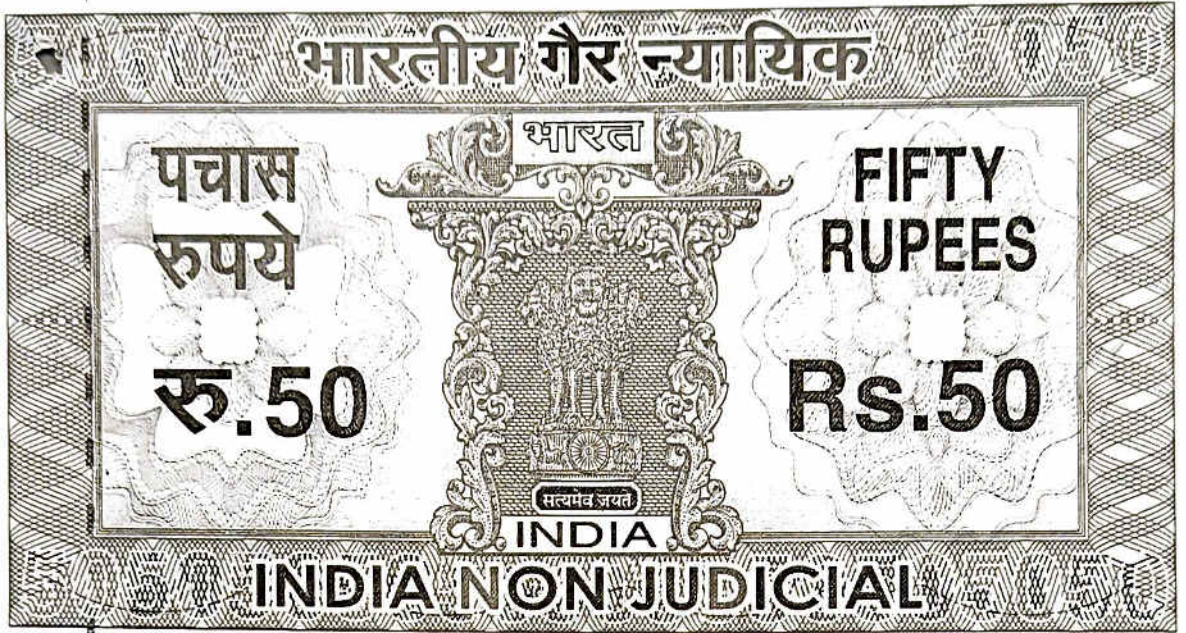
निवासी 79ए चौबदारी मोहल्ला चौक लखनऊ

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



एस.के. सिंह
उप निबन्धक (तृतीय)
लखनऊ
12/12/2006



उत्तर प्रदेश UTTAR PRADESH

B 417344

35

residential complex is to be constructed by the developer which is more than 25 mtrs away from mail Lucknow -Faizabad Road. As per DM's circle rate, the cost of residential land is notified as Rs.5500/- per sq. mtrs. Therefore, the total value of land has been worked out as follows :-

1116 square meter X 5500 = Rs 6138000/=

On which a proper stamp duty of Rs.613800 is hereby being paid by Developer as per Article 5(b-2) of Schedule I-B Indian Stamp Act,1899.

For Commercial Shelter Pvt, Ltd.

Director

अहमद सादिक हुसैन, लखनऊ

दि 2011-06

मूल्य

नाम

द्वारा

संकेतिका

मूल्य संकेतिका

विक्रेता

Registration No 7056

Year: 2006

Book No. 1

0101 अफलातून सिददीकी

स्व0 सादिक हुसैन

मेसर्स बान्हे बैटरी लाल बाग लखनऊ

व्यापार



0102 अफलातून सिददीकी प्रतिनिधि नफीस अहमद सिददीकी

स्व0 सादिक हुसैन

मेसर्स बान्हे बैटरी लाल बाग लखनऊ

व्यापार



0103 अल्लातून सिददीकी प्रतिनिधि साजिद हुसैन

स्व0 सादिक हुसैन

मेसर्स बान्हे बैटरी लाल बाग लखनऊ

व्यापार



0104 अफलातून सिददीकी प्रतिनिधि चन्दासादिक

स्व0 सादिक हुसैन


मेसर्स बान्हे बैटरी लाल बाग लखनऊ

व्यापार



IN WITNESS WHEREOF we the parties to this agreement have put our hands and finger prints on this agreement on the date, month and year mentioned first above in the presence of following witness.


WITNESS :

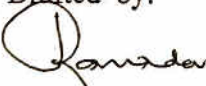
1. 
(SYED ZAFAR AHMED)
S/O MR. MOHD. MUSHTAQUE
2/220 T, NAZIR HASAN RD.
LUCKNOW

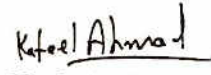

OWNER

For Commercial Shelter Pvt. Ltd.


DEVELOPER

2. 
(IQBAL MOHD. KHAN)
S/O LATE. MR. IQBAL MOHD. KHAN.
79-A, CHORDAZI MOHALLA,
CHOWK, LKO.

Drafted by:

(Ram Ji Das)
Advocate

Typed by :

(Kafeel Ahmad)

विक्रेता

Registration No 7056

Year: 2006

Book No. 1

0105 अफलातून सिदवीकी प्रतिनिधि अफसर जहाँ
स्व० सादिक हुसैन
मेसर्स बाम्बे बैटरी लाल बाग लखनऊ
व्यापार

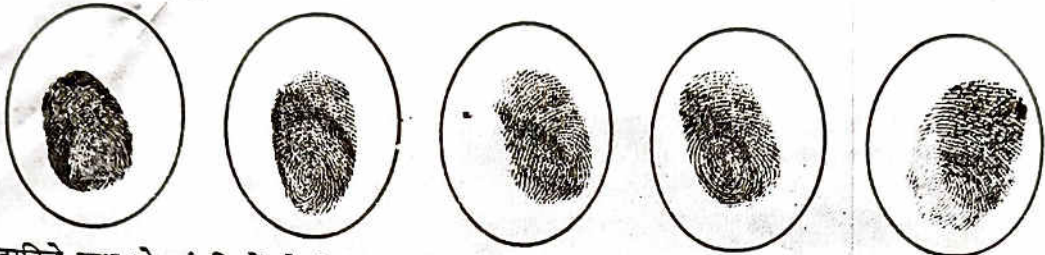


0106 अफलातून सिदवीकी प्रतिनिधि फरहा दीबा
स्व० सादिक हुसैन
मेसर्स बाम्बे बैटरी लाल बाग लखनऊ
व्यापार

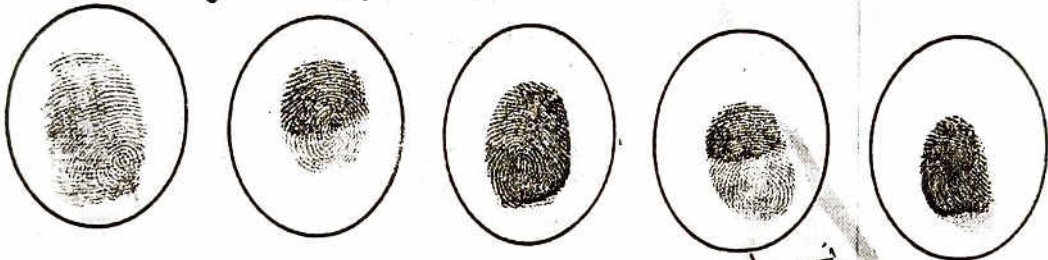


रजिस्ट्रेशन अधिनियम-1908 की धारा 32-ए, के अनुपालन
हेतु फिंगर्स प्रिन्टर्स

प्रस्तुतकर्ता/विक्रेता का नाम व पता :- Sri Aflatoon Siddiqui s/o Late Sri Sadig Hussain No M/s Bombay Battery Reperemiy Charging Conpny Lalbagh
बायें हाथ के अंगुलियों के चिन्ह :-



दाहिने हाथ के अंगुलियों के चिन्ह :-

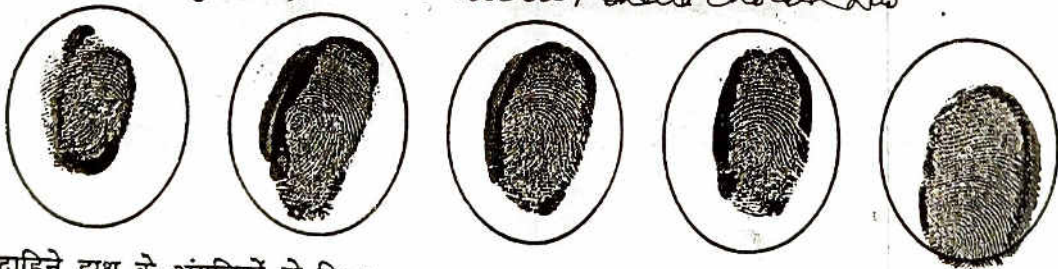


विक्रेता/क्रेता का नाम व पता :-

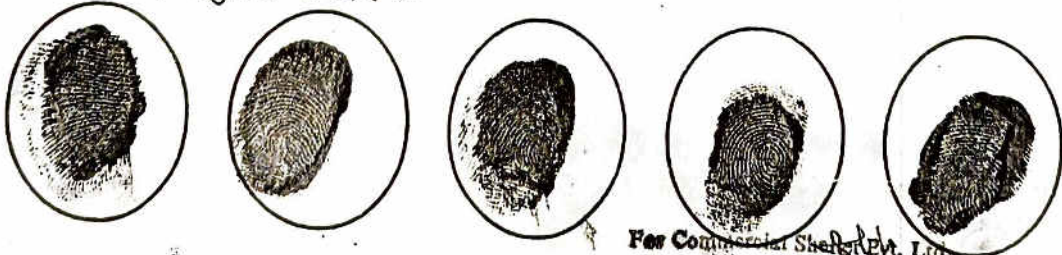
(First party)
प्रस्तुतकर्ता/विक्रेता/क्रेता के हस्ताक्षर

Shah Mohd. Khan s/o Late Iqbal Mohd.

Khan Director Commercial Shelters Pvt. Ltd. Regd/o at 79 A
बायें हाथ के अंगुलियों के चिन्ह :- Choddari Mohalla Chowak No



दाहिने हाथ के अंगुलियों के चिन्ह :-



For Commercial Shelters Pvt. Ltd.

(Second party)
विक्रेता/क्रेता के हस्ताक्षर

क्रेता

Registration No. 7056

Year: 2006

Book No. 1

0201 कार्मासियल सेल्टर्स प्रा0 लि0 द्वारा
डायरेक्टर शुऐब मोहम्मद खान
79ए चौबदारी मोहल्ला चौक लखनऊ
व्यापार



LKO

89'-0"

centre line

Faizabad road

213'-0"

area--7235sqft

road widening

204'-0"

Land owners land

40'-0"

164'-0"

35'-6"

269'-0"

Land owners land

Land owners land

area--5515sqft

317'-0"

337'-0"

103

111

Land owners land

111

Area 290

For Commercial Shelter Pvt. Ltd.


[Signature]

Director

100

आज दिनांक 12/12/2006 को
बही सं 1 जिल्द सं 5694
पृष्ठ सं. 155 से 232 पर क्रमांक 7056
रजिस्ट्रीकृत किया गया ।




एस.के. सिंह
उप निबन्धक (तृतीय)
लखनऊ
12/12/2006