



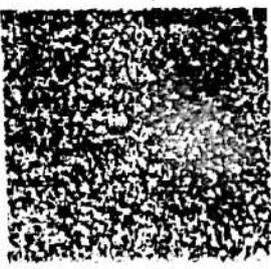
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh



E-Stamp

Certificate No.	: IN-UP106924851527N
Certificate Issued Date	: 22-May-2015 10:38 PM
Account Reference	: SHCIL (E-Stamp) 01/ QAISEERBAGH/ UP LKN
Unique Doc. Reference	: SUBIN-UP106924851527N
Purchased by	: EUROPA FRATECH AND ANOTHER
Description of Document	: Article 57 Agreement or Memorandum of an agreement
Property Description	: PLOT NO 21,23,24,25, PART OF KHASRA NOS-737,743,739, VILLAGE ANCHANPUR MATIYARI, DISTRICT-LUCKNOW
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SRI ALEK AHMAD SIDDIQUI AND OTHERS
Second Party	: EUROPA FRATECH AND ANOTHER
Stamp Duty Paid By	: EUROPA FRATECH AND ANOTHER
Stamp Duty Amount (Rs.)	: 22,99,500 (Twenty Two Lakh Ninety Eight Thousand Five Hundred only)



E-STAMP LOCKED
SUBREGISTRAR III
LUCKNOW

Please write or type below this line

[Handwritten signature]

Rajesh Gupta

DISAGREEMENT

Date of Execution : 22-05-2015
Place of Execution : Lucknow

[Handwritten signature]

0002941427

Statutory Alert:

1. The authenticity of this Stamp Certificate will be established only if the seal is intact and the certificate is signed by the Sub-Registrar.
2. The stamp duty paid is non-refundable and non-transferable.
3. The stamp duty paid is non-refundable and non-transferable.



Market Value
Stamp Duty
Ward

₹ 3,28 34,261/44
₹ 22 98,600/-
Shahid Bhagat Singh

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	Residential
2.	Ward	Shahid Bhagat Singh
3.	Mohalla	Kanchanpur Matiyari, Lucknow
4.	Details of Property	Plot Nos. 21, 22, 23, 24, 25, Part of Khasra No. 743 and Part of Khasra Nos 737, Part of Khasra No. 739 situate at Village Kanchanpur Matiyari, District Lucknow.
5.	Standard of measurement	Sq. meters
6.	Area of Property	3,424.352 sq. meters 36 846.02 sq. feet
7.	Location Road	Not on Segment Road
8.	Type of Property	Plots
9.	Boundaries	East : 12 meter wide Road West : Others Property North : House of Sri Arshad Siddiqui South : Others Property

[Handwritten signature]

Ruby Gupta
[Handwritten signature]
[Handwritten signature]



10	No of persons in first part (3); No of persons in second part (2);	
11	Details First Party / Owners	Details of Second Party / Builder
	(1) Sri Aleem Ahmad Siddiqui son of Mr. M. Ilyas Azmi resident of Sushil Building, Flat No. 11 Arthur Bunder Road, Colaba, Mumbai 400 005 through his registered attorney holder Mr. Arshad Ahmed Siddiqui son of Mohammad Ilyas Azmi resident of 14 Sushil Building, 1 st Floor, Arthur Bunder Road, Colaba, Mumbai (2) Mrs. Sana Arshad Siddiqui daughter of Sri Arshad Ahmed Siddiqui	(1) M/s. Europa Infratech, a Partnership firm constituted under the provision Indian Partnership Act, 1932 having its Registered office at 5/4 Vipul Khand Gomti Nagar Lucknow through its Partners (a) Smt. Ruby Gupta wife of Sri Sanjeev Gupta (b) Smt. Archana Yadav wife of Sri Pintu Yadav (2) M/s Silver Homes Developer's a Partnership firm constituted under the provision Indian Partnership Act, 1932 having

[Handwritten signature]
15/11

Ruby Gupta
Archana
[Signature]
[Signature]

<p>resident of Sushil Building, Flat No. 14, Arthur Bunder Road, Colaba, Mumbai 400 005 through her registered attorney holder Mr. Arshad Ahmed Siddiqui son of Mohammad Ilyas Azmi resident of 14, Sushil Building, 1st Floor, Arthur Bunder Road, Colaba, Mumbai (3) Mohammad Ilyas Azmi son of Mr. Maroof Mohamed resident of Sadarpur Barauli, Phoolpur, District Azamgarh (4) Sri Arshad Ahmed Siddiqui resident of Sushil Building, Flat No. 14, Arthur Bunder Road, Colaba, Mumbai 400 005</p>	<p>Its Registered office at 633/039, Gulzar Colony, Chinhat Tiraha, Lucknow through its Partners (1) Mohd. Usman Kidwai son of Munnwer Ali Kidwai (2) Shahnawaz Alam Son of Mohammad Shoyeb</p>
--	---

THIS AGREEMENT IS MADE AND ENTERED INTO BETWEEN
(1) Sri Aleem Ahmad Siddiqui son of Mohd. Ilyas Azmi resident



Ruby Gupta
Arshad

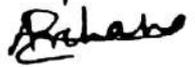
L.A.

of Sushil Building, Flat No. 14, Arthur Bunder Road, Colaba, Mumbai 400 005 through his registered attorney holder Mr. Arshad Ahmed Siddiqui son of Mohammad Ilyas Azmi resident of 14, Sushil Building, 1st Floor, Arthur Bunder Road, Colaba, Mumbai registered as Document No. 4723 on 24-04-2015 in the office of Sub-Registrar, Mumbai (2) Mrs. Sana Arshad Siddiqui daughter of Sri Arshad Ahmed Siddiqui resident of Sushil Building, Flat No. 14, Arthur Bunder Road, Colaba, Mumbai 400 005 through her registered attorney holder Mr. Arshad Ahmed Siddiqui son of Mohammad Ilyas Azmi resident of 14, Sushil Building, 1st Floor, Arthur Bunder Road, Colaba, Mumbai (3) Mohammad Ilyas Azmi son of Mr. Maroof Mohamed resident of Sadarpur Barauli, Phoolour, District Azamgarh registered as Document No. 4722 on 24-04-2015 in the office of Sub-Registrar, Mumbai (1) Sri Arshad Ahmed Siddiqui resident of Sushil Building, Flat No. 14, Arthur Bunder Road, Colaba, Mumbai 400 005 hereafter called "The Owners / First Party" (which expression shall unless it be repugnant to the context or meaning thereof shall include their agents, servants, executors, administrators, assigns) of the ONE PART;

AND

(1) M/s Europa Infratech, a Partnership firm constituted under the provision Indian Partnership Act, 1932 having its

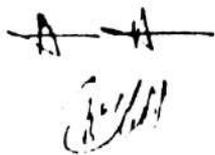


Ruby Gupta



Registered office at 5/4, Vipul Khand Gomti Nagar Lucknow through its Partners (a) Smt. Ruby Gupta wife of Sri Sanjeev Gupta (b) Smt. Archana Yadav wife of Sri Pintu Yadav (2) M/s Silver Homes Developer is a Partnership firm constituted under the provision Indian Partnership Act, 1932 having its Registered office at 633/039, Gulzar Colony, Chinhat Tiraha, Lucknow through its Partners (1) Mohd. Usman Kidwai son of Munnwer Ali Kidwai (2) Shahnawaz Alam son of Mohammad Shoyeb hereinafter called "the Developer / Bulder / Second Party" (which expressions shall unless it be repugnant to the context or meaning thereof shall include its successors, legal representatives, executors, administrators and assigns) of OTHER PART;

WHEREAS the First Party No. 1 has purchased the Plot No. 21, Part of Khasra No. 743 situate at Kanchanpur Matiyari, Lucknow measuring about 3350 sq feet i.e. 311.338 sq. meters Diamond Sahakari Awas Samiti Ltd Lucknow vide registered Sale Deed dated 03-06-2008 registered as Document No. 3246/08 in the office of Sub-Registrar-III, Lucknow; AND

WHEREAS the First Party No. 2 has purchased the Plot No. 22, Part of Khasra No. 743 situate at Kanchanpur Matiyari, Lucknow measuring about 3350 sq feet i.e. 311.338 sq. meter Diamond Sahakari Awas Samiti Ltd Lucknow vide registered Sale Deed



Ruby G
Archana

CA!

dated 03-06-2008 registered as Document No. 3250/01 in the office of Sub-Registrar-III, Lucknow; AND

WHEREAS the First Party No. 1 has purchased the Plot No. 23, Part of Khasra No. 743 situate at Kanchanpur Matiyari, Lucknow measuring about 3350 sq. feet i.e. 311.338 sq. meter Diamond Sahakari Awas Samiti Ltd. Lucknow vide registered Sale Deed dated 03-06-2008 registered as Document No. 3249/03 in the office of Sub-Registrar-III, Lucknow; AND

WHEREAS the First Party No. 2 has purchased the Plot No. 24, Part of Khasra No. 743 situate at Kanchanpur Matiyari, Lucknow measuring about 3350 sq. feet i.e. 311.338 sq. meter from Diamond Sahakari Awas Samiti Ltd. Lucknow vide registered Sale Deed dated 03-06-2008 registered as Document No. 3252/08 in the office of Sub-Registrar-III, Lucknow; AND

WHEREAS the First Party Nos. 3 and Smt. Shama Siddiqui are the co-owners of Part of Khasra No. 737 situate at Village Kanchanpur Matiyari, Pargana Tehsil and District Lucknow measuring about 9909.96 sq. feet i.e. 921 sq. meters and the name of the First Party No. 3 and Smt. Shama Siddiqui are recorded as Bhumidhar in the Khasra / Khatauni; AND

WHEREAS the First Party Nos. 3 and Smt. Shama Siddiqui are the co-owners of Part of Khasra No. 739 situate at Village Kanchanpur Matiyari, Pargana Tehsil and District Lucknow



Ruloy Gupta
Rohans
G.M.

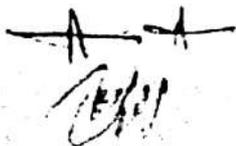
measuring about 13535 sq. feet i.e. 1258 sq. meters and the name of the First Party No. 3 and Smt. Shama Siddiqui are recorded as Bhumidhar in the Khasra Khatauni; AND

WHEREAS later on Smt. Shama Siddiqui expired on 02-02-2015 after executing a Will by virtue of which she bequeathed the said properties to her husband First Party No. 4; AND

AND WHEREAS by Articles of Agreement dated 22-05-2015 the promoters of the Owners have agreed to grant development right to the Developers herein on the terms and conditions contained therein.

AND WHEREAS the First Party are the owners of the demised property having acquired the same by means of registered sale deed as per details mentioned above and as such it would be seen that the First Party are fully possessed of all legal title to enter into this agreement with the Second Party builder, who has agreed to construct a multistoried complex in accordance with the plan sanctioned by the Lucknow Development Authority or any concern authority.

AND WHEREAS during the negotiation both the parties have agreed that the Second Party alone shall carry out the entire work of construction and development of the multistoried complex over the demised property, out of its own funds and in consideration thereof, the Second Party shall become the owner and legally



Ruby Gul
Belam



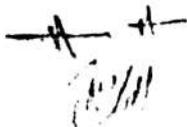
entitled to 55% of the developed in the residential and 50% of the Commercial area having the right to sell, transfer, convey and assign including proportionate share into the land in favour of prospective buyer or to retain the same with themselves after Completing 45% in the Residential and 50% in Commercial area of the owners area and the like wise the first party who are the land owners shall be legally entitled with regard to rest 45% in the residential and 50% in the Commercial area of the developed having all rights to sell, transfer, convey and assign in favour of prospective buyer or to retain the same with them after completion of project.

AND WHEREAS during the negotiation both the parties have agreed that if dispute will arise between the Second party then the Owners will hand over the share of the second party to Mr. Sanjeev Gupta representative of the Second Party.

NOW THIS BUILDER AGREEMENT WITNESSES AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. The recitals hereinafore shall form an integral and operative part of this agreement as if the same were set out and incorporated herein and relying on the aforesaid recitals, the parties have agreed to enter into this Agreement, in the manner as set out hereunder;

The First Party / Owners herein have agreed to and do hereby grant to the Second Party / Developers and the




Rudra Group
Builders
L.P.

properties may be charged, encumbered or affected, or whereby they may be prevented from developing the said properties and shall not during the subsistence of this agreement, hereafter do, execute, perform or suffer to be done, executed or performed anything whereby the said properties may be adversely affected in the matter of its title and capacity for redevelopment.

- j. The said properties are capable of being independently developed.
- k. That the First Parties shall also obtain the permission from all such persons/co-owners, for entering into a Registered Builder Agreement with Second Party/company on the prescribed terms and conditions as described in this agreement to ensure that the right, title and interest of the Second Party is completely secured and is not jeopardized on account of any merging amongst the First Parties inter-se.

3. THE RIGHTS AND OBLIGATIONS OF THE DEVELOPERS:

The Second Party / Developers shall at their own risk, costs, charges and expenses perform the following obligations and shall have the rights as under:

- (a) To appoint the Architects and RCC Consultants for the purposes of preparation of plans and getting the plans

(Handwritten initials)

Ruby G.
Architect

(Handwritten signature)

- e. The said properties has not been attached before or after judgment in any proceeding by any court or Income Tax or other authority nor have they been prevented, prohibited or restrained by an order of any Competent Authority from dealing with or disposing of the said properties or from granting the development in respect thereof to anyone else as contemplated hereunder;
- f. No part of the said properties is subject to any easement, quasi-easement or onerous or restrict covenant of condition adversely affecting it or its development or the user;
- g. They have not received any order or notice, nor are they aware of any proposal, notification or notice, made or issued by any authority proposing to acquire, requisition or reserve any part of the said properties for any public purpose;
- h. They have not received any notice from any public authority, which may adversely affect the marketability of the title of the said properties or the continued retention user, enjoyment or further development thereof as at present;
- i. Save and except as provided herein, they have not at any time, directly done, executed, performed or suffered to the contrary, or been or become party or privy to any act, deed, matter or thing whereby or by reason or whereof the title of the said properties may be impeached, or the said

[Handwritten signature]

Reuby Gue
Rebas
[Signature]
CA

4. That the duration for completion of the project shall be 30 Months from the date of signing of this agreement.

2. REPRESENTATIONS ON BEHALF OF THE OWNERS

- a. The Owners have not entered in to any agreement with anyone for sale or grant of the developed rights in respect of the said properties or of any part thereof, or created in favour of anyone any right whatsoever in respect of any portion of the said properties, nor have they received any money or other consideration from anyone pursuant to any such money or other consideration from anyone pursuant to any such agreement or negotiations of such agreement;
- b. They have not so far received any claim from any one to any part of the said properties on any basis whatsoever;
- c. All documents / title deeds are in their possession and none of them has been deposited with anyone save and except as stated herein to secure payment any money or for performance of any obligation.
- d. The said demised property is not subject to any mortgage, lease, lien, charge litigation, etc. or attachment, before or after judgment, or any decree or order, and no judicial or quasi-judicial proceedings is pending in respect of the said properties, or any part thereof before any Court or authority;



Ruby G
Archer



entitled to keep for the purpose of the [unclear] of the [unclear]
Area.

It is agreed

1. That the total constructed area as per approved building plan should be divided between the owners and builders in the ratio mentioned above and the demarcation of the complex would be made on vertical from basement, to terrace and/or equitable advantageous basis and more fully shown in the map annexed herewith the agreement.
2. That in case the FAR is increased during the course of constructions and or before handing over the owners share, the Second Party may construct such additional FAR and such additional constructed area will be also shared between the owner's and the Builder in the same ratio as agreed and the cost of additional construction, if any, of the said additional FAR shall be borne by the parties equally.
3. However, in case, in the actual constructed building, it is not possible to divide/demarcate the share of the owners in any one floor within the complex, it shall be compensated in the other floors, after mutual discussion or it will be the choice of the owner.

~~A-A~~
S/O

Rudraj G
Bhaskar

(1)

2

(1)
resi

A
C

approved from the LDA Authority or any other relevant Planning Authority and supervision of construction of the building and to pay their fees;

- (b) To construct or constructing buildings, amenities, parking spaces. In accordance with the sanctioned plans at their costs, charges and expenses;
- (c) To use the good quality material for Construction of the building.
- (d) On completion of the project, the Developers shall hand over to the Owners all documents pertaining to the said constructing commercial shop, showroom, buildings, amenities, parking and open spaces as may have been by the Developers and/or their Architects from the LDA and other concerned authorities which include but are not limited to sanctioned plans, Commencement Certificate, Occupation Certificate, Fire Fighting permissions and drawings, requisite permissions for the elevators, water tank and electric supply, etc, any Penalty by the state Government, LDA, Central Government must be paid by the Developer.

4. Responsibilities of the owners:

- (a) The First Party / Owners shall pay and discharge all municipal and other relevant taxes in respect of the said

— 1/1/11 —

Ruby Gow
Architect



properties till the date of the execution of these presents and, thereafter, the Second Party / Developers shall bear and pay the Same and Indemnify and keep the Owners Indemnified against the said liability.

- (b) The Owners shall bear and pay the Income tax and other tax liability in respect of sale etc. of the Owners' Area. Likewise the Developers shall also bear and pay income tax and other tax liability in respect of sale etc. of the Developers Area.
- (c) After the execution of this Agreement, the Owners shall sign and execute all such forms, declarations and documents for submitting the plans for obtaining sanctioned plans in the name of the Owners to the concerned authorities in respect of the development of the said plot and for such other works

5. Responsibilities and Warranties of the Developers

- (a) The developers shall at their own risks, costs, charges and expense prepare a layout of the said properties, and submit plans and get the plans sanctioned and approved from the Lucknow Development Authority, Lucknow and other concerned authority including the IOD, Commencement Certificate, Occupation Certificate etc. The Developers shall also be entitled to appoint an

- A - A -
12/11/11

Ruby G
Bach
A.

Architect and such other RCC consultant and other officers. The Developers shall furnish a copy of such plans to the Owners before submitting to the concerned authorities.

- (b) The Developers shall, be entitled to utilize and consume permissible F/F of the said properties by constructing on the said properties constructing buildings, amenities, parking spaces or development of each and every nature, constructing buildings, amenities, parking spaces etc. as per the sanctioned building plans at its own risk, cost charges and expenses, incurring **all expenses** by themselves including the professional fees and out of pocket expenses of the Architects, Engineers, R.C.C. Consultants, workmen, etc. employed for the job, while constructing said building/s. The Developers shall strictly observe perform and comply with all the conditions imposed Sanctioning authorities and not commit any breach thereof. The Developers shall also keep the Owners safe, harmless and indemnified from and against any claim or liability that may arise on account of non-payment of dues for the stores purchased or wages to be paid to the workmen for the work executed on the

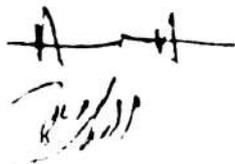


Ruby G
Archer



said properties;

- (c) The Developers alone shall be liable for any accident occurring, or injury suffered, or death of any workman caused at site, or any damage or loss caused to or suffered by any person while executing any job or construction activity on the said properties and also, on the outcome of proceedings if any adopted by any such, claimant to enforce his claim as aforesaid. The Developers shall keep the owners and the confirming party safe, harmless and indemnified from and against all such claims, demands, actions and suits, and for breaches and liabilities, if any arising there from and the costs of litigations, if any, which may arise on account thereof. The Developers shall take out an appropriate insurance policy against any claim that may arise on account of any injury or death caused to any workman employed at site and in all event shall keep the owners and the confirming parties safe, harmless death caused to any workman employed at site;
- (d) The developer shall from the date hereof pay all taxes cesses, dues duties and outgoings including all increases herein as also any new or additional



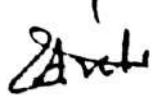
Ruby G
Beche



taxes and levies or land under construction tax imposed hereafter on the said properties of tax on land under construction for the period after by the government or any authority, including by way the execution of these present and the owners and / or the confirming parties shall not be liable for the same.

- (e) The developer shall at its own risk costs and expenses in all respects get the necessary building plans for construction of developable potential on the said property prepared and thereafter get the same sanctioned by the appropriate planning authority through its own Architect, and proceed with an complete the construction area as per the sanctioned building plans by using total FSI, and shall be responsible to complete the construction and obtain the occupation certificate of the same. A copy of the sanctioned plans shall be given to the owner.
- 6) The developers shall be entitled to display their sign board and the site of the said properties indicating thereby that the developer is carrying on the development of the said properties of the owner in the name of the Project "Azmi Nager".



Ruby G



7) The developer shall appoint execution of these provisions be entitled to;

(a) To commence, carry on and complete construction of the total area of the said properties by utilizing the FAR that may be sanctioned by planning authority, by themselves at their own costs and consequences by using and consuming FAR of each and every nature;

8) Only after distribution and sharing of saleable area is finalized in the manner set out above, the owners and developers shall be entitled to :

(a) To allot and sell and / or agreed to sell the constructed area out of their respective shares of the total area or part thereof on what is known as ownership basis or otherwise such terms and conditions as they deem fit in the manner as set out hereinafter. The owners and developers shall be entitled to the entire sale proceeds and / or consideration in respect of their respective shares of the total area which shall be appropriated by them;

(b) To enter in to agreement for sale, garages parking space, tenements, constructed on the said properties by entering in to agreement as stated

~~A. A.~~
[Handwritten signature]

Ruby Guri
[Handwritten signature]

[Handwritten signature]

herein after and

- (c) To handover the possession of respective area in the said Commercial shop, as may be allotted to their respective purchasers, provided however that the developers shall not put any purchasers / allottee of the premises in the said new, commercial shop in possession or use or permit any use thereof by any one unless the owners have been first put in actual and physical occupation of the owners premises corresponding to the owners area with Electricity, Water Connection, Drainage, etc.
 - (d) The stamp duty and registration charges, if any, payable upon such Individual agreement/s of the Developers Area shall be paid and discharged by the Developers' as the case may be.
- 9) The Owners and the Developers shall be entitled to, In respect of their respective shares in the total area, Issue letters of allotment on what is known as Ownership basis or give on lease or grant on lease and licence basis or otherwise deal with their allocation to persons of their choice at such price and on such terms and conditions as they may deem fit. The Developers



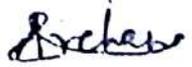
Ruby C
Sachin


shall be bound to complete the construction of the premises with all the amenities and facilities.

10) The Developers shall be entitled to appoint contractors to carry out the development and/or construction work on the said properties. The Developers shall not sell, assign and/or transfer any kind of benefit including that of ownership of land, plot, residential flats/premises, commercial premises, etc either prior to commencement, during construction period and/or after completion of construction under these present to any purchaser/third party without the prior written consent of the Owners.

11) Notwithstanding anything contained in this Agreement the developers shall not transfer, assign the benefit under this Agreement to any person without the prior written consent of the Owners. The parties agree that if the Developers fail to complete the construction of the property within the time as prescribed, hereinabove then in that event the Owners shall be entitled to complete the unfinished portion of construction or appoint some other Developers and/or contractors at the costs of the Developers and the developer is liable




Ruby Gupta



to pay Rs 8 lakhs (Rupees Eight Lacs) as a penalty per month to owner. If the developer fails to pay the Penalty then he will handover peaceful possession to the owner, then the owner have full right to complete the site. The developers shall not claim in any manner whatsoever his share also.

- 12) This Agreement is not a partnership between the parties hereto as contemplated under The Partnership Act, 1932 and consequently the parties hereto shall not be deemed to be the principal or agent of each other. It is further expressly understood between the parties hereto that this agreement has neither created nor it is understood to have created any relationship of partnership firm between the parties hereto. The relationship between the parties is that of "PRINCIPAL TO PRINCIPAL" for the purpose of development of the said properties by constructing the buildings thereon subject to necessary permission and sanctions from the planning Authorities and for the sale of Commercial shop, residential flats or other premises therein as provided herein. Neither party is the agent, employee, Trustee or the contractor of the other.

Ruby Gupta

Anand

LA

LA

A. S. H.

13) The Developers shall with the co-operation of the Owners form and register one or several Co-operative Society / Condominium or Company of the Commercial shop, Residential flats, building and/or buildings constructed on the said property. After completing the construction on the said properties, the Developers with the cooperation of the Owners shall also form an Apex co-operative Society or a federation of society etc., wherein elected representatives of each society so formed of the purchasers of Commercial shop/ building / buildings constructed on the said property shall be a member the Said property with the constructed area thereof shall be conveyed to the said Apex society and/or federation of society or company.

14) The Owners are in possession of the said properties and upon execution of these presents the Owners shall permit the Developers to enter upon the said properties as licensee for carrying out the development in the manner as set out herein.

15) With a view to develop properties the Owners hereby agree to entrust to the Developers with a specific and clear understanding that the Second Party shall

A. A
10/11

Rubiy Gupta

Prakash

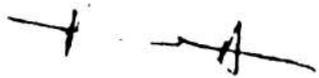
A

GA

become the owner and legally entitled to 55% of the developed area in the Residential and 50% of the Commercial area, having the right to sell, transfer, convey and assign including proportionate share into the land in favour of prospective buyer or to retain the same with themselves after Completing 45% of the owners area in the Residential and 50% in the Commercial area and handing over to the owner. The Developer also undertakes to the owner that no illegal works, activities or immoral work will be done by the Contractor on the site. If so the Owner will not be Responsible.

16) Power of Attorney;

The owners have execute a Power of Attorney in favour of the representatives of the Developers and representatives of the owners, namely Mr. Sanjeev Gupta son of Sri Hari Ram Gupta authorizing him jointly such powers as are required for the development of the said properties only and also the signed all the relevant documents for sanctioned of plans from Lucknow Development Authority, Lucknow.


11

Ruby Gupta

Arbore





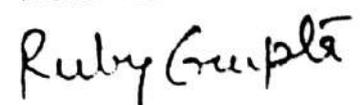
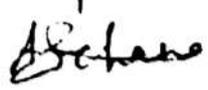
17) No provision of these presents may be amended, modified, waived, discharged or Otherwise terminated; other than by express the written agreement of the parties hereto nor any breach of any provision of these presents be waived or discharged except with the express unanimous written consent of both the parties.

No failure or delay by any party in exercising any right, power or privilege under these presents shall operate as a waiver thereof nor shall any single or partial exercise by any party of any right power or privilege preclude any further exercise thereof.

18) Termination

- I) In the event the Developers commits breach of this agreement and or fails and neglects to complete the development work of the said Property within the time prescribed hereinabove then In that event the Owners shall be entitled to terminate this Agreement by giving one month notice to remedy the breach, and inspite of the said notice if the Developers fail to remedy the breach, the agreement shall stand terminated.
- II) In the event the agreement stand terminated the developer shall have no any claim for the cost incurred by him from obtaining the permission from Lucknow



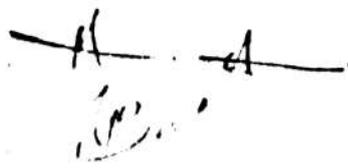




Development Authority, Lucknow and other government authority for construction on the site. And the Developer shall also not claim for the labour charges, contractor fees, material charges in any manner from the owner.

III) If the developers have not paid the payment of any worker / contractor or not clear the dues of government authority in respect of the construction of the above said site then the same will be clear by the developer.

18) The **Stamp duty, registration charges, transfer and development charges, government cesses and levies and other incidental charges** required to be paid on this Agreement including any other deeds, documents or instruments that may be executed in pursuance hereof **shall be exclusively borne and paid by the developers only** and the owner shall not be liable in that regards. The developers shall bear and pay all costs charges and expenses for preparing of all the documents herein above.

19) That the property subject matter of this agreement is situated at Village Kanchanpur Matiyari, District Lucknow, which is not on Segment Roads. There is no construction on the said plot of land.



Ruby Gupta

Balas





20) That the subject matter of this deed having total area of the plot of land is 3424.352 sq. meters. The valuation of the plot for the purposes of the payment of stamp duty is as under :-

- a) Land Area = 1000 sq meter x ₹ 12,100/-
per square meter
= ₹ 1,21,00,000/-
- b) Balance Area of Land = 2424.352 sq. meter x ₹ 8470
(30% of ₹ 12,100/-)
₹ 2,05,34,261/44
- c) Boundary Wall = ₹ 2,00,000/-

Thus the total value of land with boundary wall comes to ₹ 3,28,34,261/44, consequently the stamp duty of ₹ 22,98,500/- has been paid on the market value of property vide E-Stamp Certificate No. IN-UP0106324851527N DATED 22-MAY-2015.

21) That this builder agreement has been drafted by the undersigned as per instructions and document provided by the parties for which they shall be

- A - A -
[Signature]

Ruby Gue

[Signature]

[Signature]

C.A

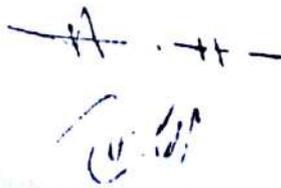
responsible.

- 22) That the identification of the parties has been done on the basis of the documents provided by them.

Schedule-A

Plot Nos. 21, 23, 24, 25, Part of Khasra No 743 and Part of Khasra Nos. 737, Part of Khasra No. 739 situate at Village Kanchanpur Matwar, District Lucknow measuring about 3424.352 sq. meters i.e. 36,846.02 sq. feet and bounded as under:-

East : 12 meter wide Road
West : Others Property
North : House of Sri Irshad Ahmad
South : Others Property

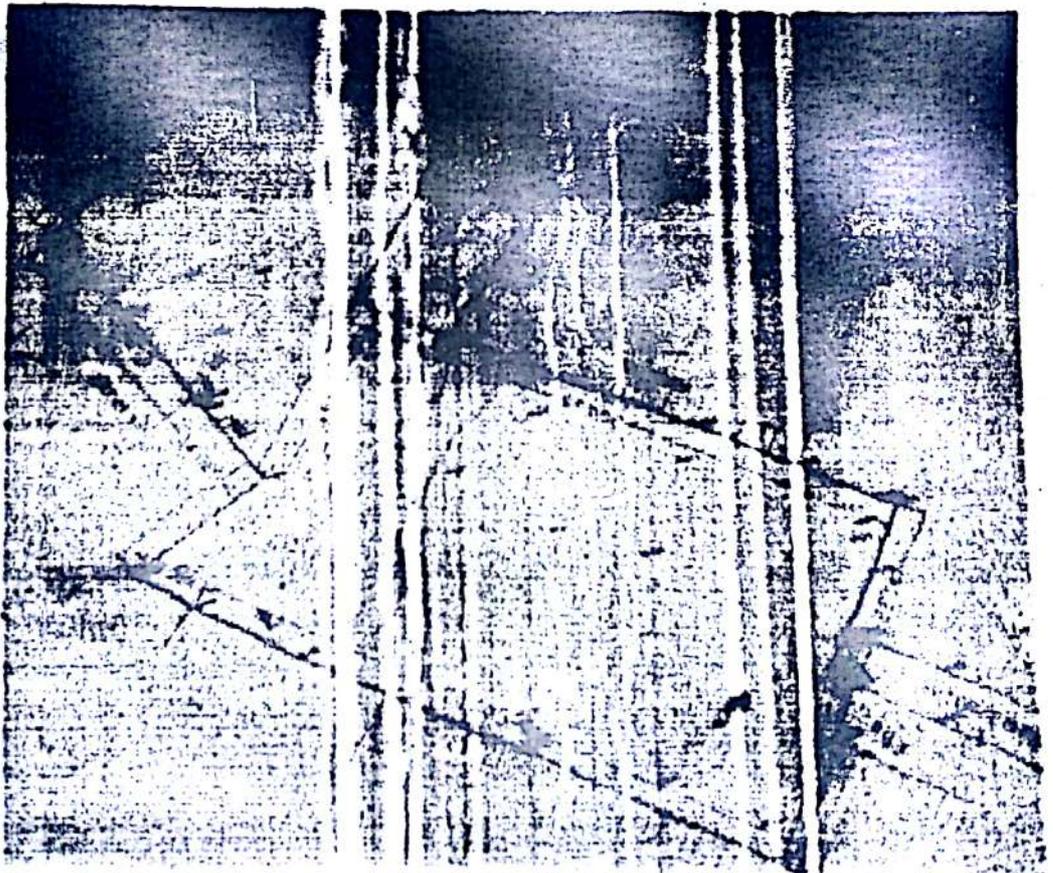


Ruby Gupta
Bachao

CA

MAP OF Plot Nos. 21, 23, 24, 25, Part of Khasra No. 743 and Part of Khasra Nos. 737, Part of Khasra No. 739 situate at Village Kanchanpur Matiyari, District Lucknow measuring about 3424.352 sq. meters i.e. 36,846.02 sq. feet and bounded as under:-

- East : 12 meter wide Road
- West : Others Property
- North : House of Sri Irshad Ahmad
- South : Others Property



[Handwritten signature]

Ruby Gupta
Purchase
[Handwritten signature]

FIRST PARTY / OWNER'S

SECOND PARTY / BUILDERS

प्रसज दिनांक: 22/05/2015 को

वकील सं. 1 वि. सं. 11173

पृष्ठ सं. 353 पृ. क्रमांक 414 पृ. क्रमांक 31/30

संशोधित किया गया।

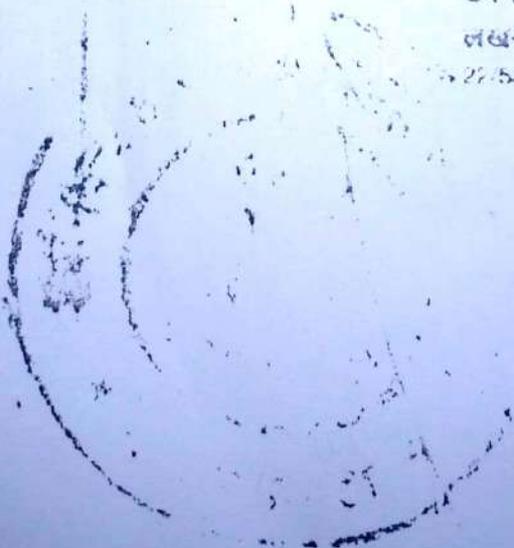
संशोधक अधिकारी का नाम

T. S. S.
डी. एन. बसा

उप-निबंधक तृतीय

लखनऊ

22/5/2015



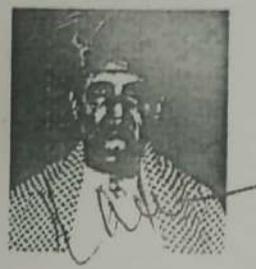
3246/10



94/30

उत्तर प्रदेश UTTAR PRADESH

D 12708



बिडमू०- 1,25,900 /-
 बा०मू०- 6,22,677 /-
 स्टाम्प- 37400/-

- 1-भूमि का प्रकार: आवासीय
- 2-वार्ड: शहोद भगत सिंह
- 3-स्थित: कनपुरम टियारी
- 4-सम्पत्ति का विवरण: प्लॉट नम्बर 21 उत्तरार्ध दर 743 मि०
- 5- मापन की इकाई: वर्गमीटर
- 6- सम्पत्ति का क्षेत्रफल: 311.33 वर्गमीटर
- 7-सड़क की स्थिति: पुरी शह क के अनुसार पैजाबाद रोड से
- 8- अन्य विवरण: नहीं मीटर से अधिक है
- 9-सम्पत्ति का प्रकार: प्लॉट

सचिव
 बायमंड सहकारी आवास समिति लि०
 पुरतान मंजिल तकिया पीर जलील
 कानपुर



उत्तर प्रदेश UTTAR PRADESH

१२४

D 127089

10-क्या सहकारी आवास समिति से -
सम्बन्धित है: हाँ

पौहददी

पूरब: प्लाट समिति

पच्छिम: सड़क 20फुट चौड़ी

उत्तर: प्लाटदोगर

दक्षिण: प्लाट समिति

बिहारेता का नाम पपता:

डा. यमन सहकारी आवास समिति लि० लख

निबन्धन संख्या 964/85 कार्यालय तिकिया पोर जलील "सुल्तानमी:
लखनऊ द्वारा "सीपव" इरशाद अहमद पुत्र मुर्तजा निवासी ख्वाजा बाग
पिनहट लखनऊ

बिहारेता का नाम पपता:

अलीम अहमद सिद्दीकी पुत्र मोहम्मद इलियास

आजगी निवासी सुपौल विभाग कोट नं०-19, आधीर बन्दर रोड
कोलाबा मुम्बई द्वारा अधिकृत मुहतास आम मोहम्मद इलियास आज
पुत्र मो० मास्की निवासी सदरपुर बरोली फूलपुर जिला आजमगढ़

112

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

INDIA

D 12709C

उत्तर प्रदेश UTTAR PRADESH

३

विक्रय बिलेख पत्र

यह विक्रय बिलेख उत्तर प्रदेश सरकार -

समितीयां अधिनियम 1965 के अधीन गठित " डा फ्रन्ड सहकारी

आवास समिति लि० लखनऊ निबन्ध संख्या 964 / 85 ॥ जिसको -

आगे समिति कहा गया है ॥ द्वारा सचिव इरशाद अहमद के द्वारा, -

श्री अलम अहमद तद्दीकी पुत्र मोहम्मद इलियास आजमी निवासी

सुशील बिल्डिंग फ्लैट नं०-14, आर्थर बन्धर रोड कोलाबा मुम्बई

द्वारा अधिभूत सुखतारनाम मोहम्मद बलिधात हाजरी पुत्र मोहम्मद

सचिव

दायमंड सहकारी आवास समिति लि०

भारतीय नैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

१५१

संख्या २३३३३३३३

2 JUN 2000

मासक निवासी सदस्य बरीली कल्याण-

जिला अजमेर हस्त मुद्राकारनाशाला-

दिनांक 04/अप्रैल /2002ई० जो आज की तारीख तक विद्यमान

है जिसको आगे सदस्य कहा गया है कि पक्ष में निम्नानुसार हुआ ।

और प्रीक समिति ने कल्याण मद्रियारी लखनऊ में

अपने सदस्यों को आवासीय भूखण्ड प्रदान किये जाने हेतु नीचे -

विक्रय पत्र रजिस्ट्री प्रदादिनांक 31 /1/89ई० जो कार्यलय उप-

निबन्धक लखनऊ में जिल्द 3239 पृष्ठ 84 /86 नंबर 2916 पर

संख्या २३३३३३३३

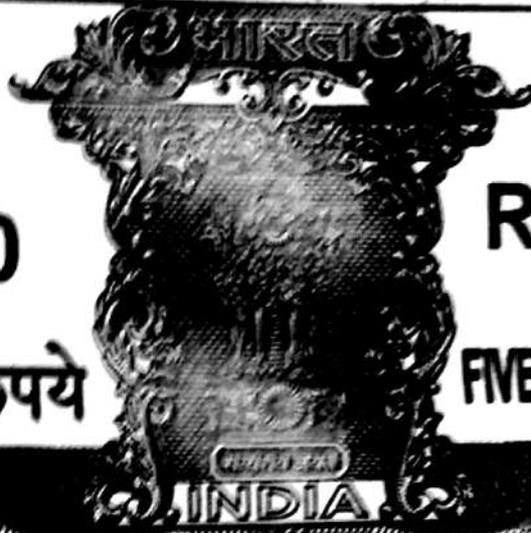
भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



उत्तर प्रदेश UTTAR PRADESH

{5}

राजिस्टर कृत है एउजेड फरोदी सेक्य कोडे।

कोटवागार लखन
लखनऊ कीर्तिपुर से
2 JUN 200
ज. से. ल. को. ल.

अब सीमांत ने एक भूखंड जिसकी संख्या 21 है तथा जिस

क्षेत्रफल 3350 वर्ग मीटर है 311-338 वर्ग मीटर है मूल्यस्वया-

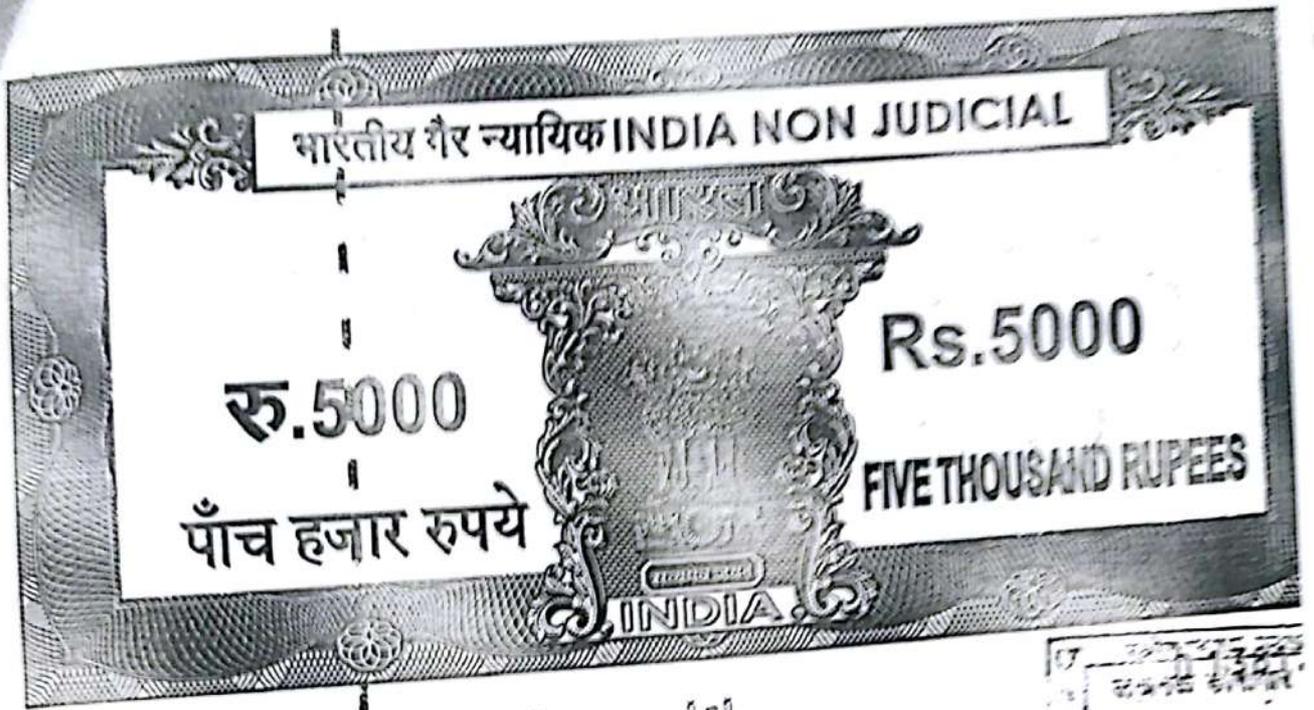
1,25,000/- अन्तिम रूप से उक्त तदस्य को प्रादिष्ट किया है जो

तदस्य उक्त भूखंड को लेनेमें सहमत है तथा जिसका निर्धारित मूल्य-

स्वया 1,25,000/- है एकला खमचवोत हजार स्वया है काभुक्तान है

तदस्य नेसीमांत को कर दिया है जिसकी सीमांत तैरसीदप्राप्त कर

बायमच सहकारी समिति लि.
मुक्तान मजिब तकि. 1 पीर जनीर



उत्तर प्रदेश UTTAR PRADESH

१६१

2 JUN 20
L.K.O.T.

गई है।

अतएव सतद्वारा समिति उक्त भूखंड

जिसका कर्ण विवरण निम्नपरीक्षित में दिया हुआ है समिति को
उपविधियों के अधीन उक्त तदस्य को संक्रमित करती है स्वत्वानित्य
प्रदान करती है तथा दोनों पक्ष यह प्रतिबद्ध करते हैं:-

१। यह कि प्रोदित भूखंड आवासीय भवन में ही प्रयोग किया जाये

समिति
उत्तर प्रदेश न्यायिक न्यायिक न्यायिक

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

0 12713

उत्तर प्रदेश UTTAR PRADESH

171

करतकता है इतने समिति को कोई आपीत

नहोगी।

3] यह कि इती बह्य पत्रमे भूमि कही केवल मूल्यलिया गया है -

दिक सबय कोई भी नही लिखा गया है यदि कोई कर्म अधिकारी

उतकी निष्पानुसार मांग करता है तो सदस्य को उसे समिति

या कर्म अधिकारी को देना होगा।

4] यह कि यदि भूखण्ड को के परसेवफल में का यात्रा पथ होता-

नाममा सरकारी न्यायिक वि.

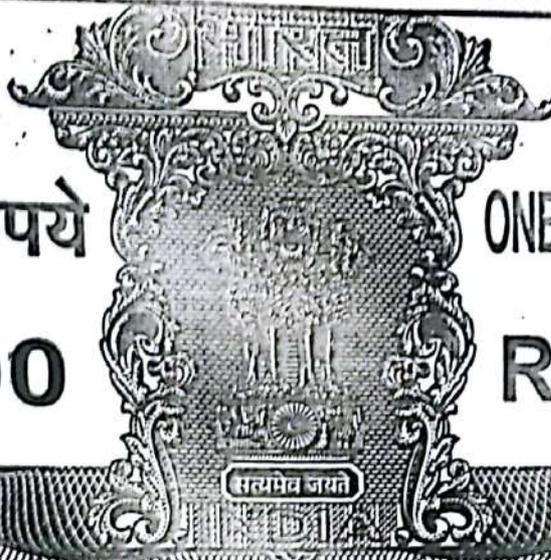
भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु. 1000

Rs. 1000



उत्तर प्रदेश UTTAR PRADESH

क्र. E-159991

११

मोहम्मद इलियास आजमी ने आज दिनांक

को अपने अमने हस्ताक्षरीक्ये।

समिति रजिस्ट्रेशन शुल्क से मुक्त है मूल्यांकित -

शुद्धांशे किसी प्रकार का कोई निर्माण नहीं है जो किसी योजना में

आधारगृहीत नहीं है जिसकी बाजार कीमत निर्धारित दर 2000/-

सहस्र

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

₹ 100

श्री. सुधीर कुमार
लक्ष्मण कृष्णमूर्ति से
19 MAY 2008
श्री. ए. ए. ए. / श्री. ए. ए. ए.
श्री. ए. ए. ए. / श्री. ए. ए. ए.

स्वयंप्रति वर्गमोटरके मुबलिंग -

6,22,677 /- स्वयंही तो है जिस पर निम्नानुसार स्टाम्प

अदा किया जा रहा है।

समीति यह घोषणा करती है कि बिक्रीत भूखण्डके -

सुधीर

श्री. सुधीर कुमार
श्री. सुधीर कुमार
श्री. सुधीर कुमार

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

१११

सम्बन्धे इसेतपूर्व कोई विलेख निष्पादित

नहीं किया गया है।

परिष्कृत

साक्षि

हायमंडल सहकारी जिला परिषद
द्वारा जारी किया गया है।



उत्तर प्रदेश UTTAR PRADESH

लखनऊ किराणा
19 MAY 1986
श. लो. ख/को
गदरी को

११२१

भूखण्ड संख्या 21 १ इक्कीस योजना-न्तर्गत जो कि -

कंपनपुरम टि यारी लखनऊ के छतरा नम्बर 743 का मिनजुमला

सचिव
आयमंड सहाकारी
पुस्तक मंत्रालय
१९८६

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

शं. 38

है क्षेत्रफल 3350 रु तीन हजार तीन सौ पचास
वर्गफुट ।

19/04/2008
लखनऊ कोशिका सं. 222
श. ए. सं. 22 / कोशिका सं. 222
लखनऊ

लखनऊ दिनांक

03/06/2008 ई

सचिव

गवाह 1 श्री. ए. ल. तालान 56 ती सि. जय पाम सिंह

पता गाँव पो. बेंगा अलीगढ़

सहकारी विकास समिति
मुख्यालय मंत्रालय कोशिका सं. 222
लखनऊ

तदर्थ द्वारा अधिकृत मुखतार नाम

गवाह 2 श्री. अ. क. सिंह 8/ द. सि. जय पाम सिंह

पता को. ए. हरनाथ

सचिव

श्री. अ. क. सिंह

मानचित्र भूखण्ड

भूखण्ड संख्या- २। क्षेत्रफल 3358 वर्गफिट 311.338 वर्गमीटर

भूमि खसरा संख्या- 743 मि.

स्थित- केचन पुस्तिका नार्ड/परगना शहर का र सिंह
वाला

चौहद्दी

पूरुब

- प्लॉट समिति

पश्चिम

- प्लॉट नं. 20 फ्लॉट चौ. 50

उत्तर

- प्लॉट नं. 1

दक्षिण

- प्लॉट समिति

3358 वर्ग फुट

हस्ताक्षर विक्रेता

दायमंड मण्डली निवेश समिति लि.
पुस्तिका नं. 743 पंजाब जमीन

हस्ताक्षर क्रेता