

4356/10

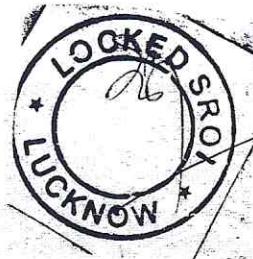
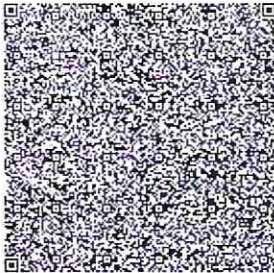


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP04221374746883Q
Certificate Issued Date : 27-Feb-2018 03:29 PM
Account Reference : SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference : SUBIN-UPUPSHCIL0105076516354098Q
Purchased by : MR MONIS IQBAL AND MOHD MERAJ
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : COMMERCIAL PLOT NO.6A/COM-4 AND 6A/COM-5, SECTOR-6A, VRINDAVAN YOJNA-1, LUCKNOW.
Consideration Price (Rs.) :
First Party : SRI FAROOQUI MOHAMMAD KHALID UMAR
Second Party : MR MONIS IQBAL AND MOHD MERAJ
Stamp Duty Paid By : MR MONIS IQBAL AND MOHD MERAJ
Stamp Duty Amount(Rs.) : 41,61,000
(Forty One Lakh Sixty One Thousand only)



-----Please write or type below this line-----

BUILDER AGREEMENT

Date of Execution : 27-02-2018

Place of Execution : Lucknow



TQ 0000935155



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilstamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम लेखनक्रम क्रम 2018227009987

आवेदन संख्या : 201800821024203

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2018-02-28 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम मोनिस इकवाल

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 0 / 59436000

1. रजिस्ट्रीकरण शुल्क 20000

2. प्रतिनिपिकरण शुल्क 100

3. निरीक्षण या तलाश शुल्क

4. मुह्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 20100

शुल्क वसूल करने का दिनांक 2018-02-28 00:00:00

दिनांक जब लेख प्रतिनिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2018-02-28 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



Market Value : 5,94,35,365/-
Stamp Duty : 41,61,000/-
Ward : Ibrahimpur

DETAILS OF INSTRUMENT IN SHORT

1. Nature of land : Commercial
2. Ward : Ibrahimpur
3. Mohalla : Sector-6A, Vrindavan Yojna-1, Lucknow
4. Details of Property : Commercial Plot No. 6A/COM-4 (Six-A/Com-Four) and 6A/COM-5 (Six-A/Com-Five)
5. Standard of measurement : sq. meters
6. Area of Property : 2658.98 sq. meters
(Two Thousand Six Hundred Fifty Eight Point Nine Eight)
7. Location Road : Not on Segment Road
8. Type of Property : Plot

9. Boundaries : East : 9 meter wide Road
West : 30 meter wide Road
North : 24 meter wide Road
and Others Property
Plot No. 6A/FS
South : 12 meter wide Road

10. No of persons in first part (1) ; No of persons in second part (3) ;

11. Details of First Party/Owner

Detail of Second Party/ Builder

Sri Farooqui Mohammad Khalid Umer son of Sri Alim Farooqui resident of 6/174 Vrindawan Colony, Rai Bareilly Road, Lucknow.	(1) Mr. Monis Iqbal son of Late Iqbal Ahmad resident of 118/86Kha, Cantt. Road, Lucknow (2) Mohd. Meraj son of Late Q.S. Huda resident of 6A, Sheetla, Vihar, BalVihar, Indira Nagar, Lucknow.
---	---

THIS BUILDERS AGREEMENT IS EXECUTED BETWEEN Sri Farooqui Mohammad Khalid Umer son of Sri Alim Farooqui resident of 6/174 Vrindawan Colony, Rai Bareilly Road, Lucknow of the First Part (hereinafter jointly referred to as "Owner/ First Party").

AND

(1) Mr. Monis Iqbal son of Late Iqbal Ahmad resident of 118/86Kha, Cantt. Road, Lucknow (2) Mohd. Meraj son of Late Q.S. Huda resident of 6A, Sheetla, Vihar, Bal Vihar, Indira Nagar, Lucknow as equal share of partners (hereinafter referred to as the "Builder/Second Party").

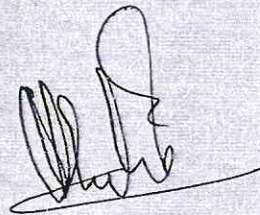


Name of Work :						
Situation of Work :						
Abstract of Cost						
(BASED ON PLINTH AREA RATE U.P.P.W.D AS PER LETTER NO. 16351/69-V.P. WING/2015 DATED ON 15/09/2015)						
Sr No	Particulars	Unit	Qty	Rate	Amount	
B	Civil Work					
1	Basement Floor-2 with W.P.T.	sqm	839.03	18500.00	155.22	
2	Basement Floor-1 with W.P.T.	sqm	839.03	18500.00	155.22	
	Total		1678.07		310.44	
	Extra rate for					
13	Extra Ceiling Hight above normal hight 3.35 mtr for Basement Floor	sqm	1678.07	1235.00	20.72	
	$(4.00-3.35)/30 \times 570 = 760$					
14	Add Extra For Earth quake Resistance	sqm	1678.07	600.00	10.07	
15	Add Extra Raft Foundation only for Ground Floor	sqm	839.03	600.00	5.03	
16	Add Extra for Anti termite Treatment	sqm	839.03	250.00	2.10	
17	Larger Modules over 35.00sqm area	sqm	503.42	950.00	4.78	
18	Add Extra for Internal Water Supply & sewerage @ 12 %	Lacs	310.44	5%	15.52	
19	Add Extra for External Water Supply & sewerage @ 5 %	Lacs	310.44	5%	15.52	
	Total A				384.19	
B.	Electrification Work					
21	Internal Electrification		310.44	12.50%	38.81	
22	Power wiring		310.44	4%	12.42	
23	Copper wiring		310.44	2%	6.21	
23	Fire Fighting System (Sprinkler System)		1678.07	560	9.40	
24	Fire Alarm		310.44	1%	3.10	
	Total -B				69.93	
C.	Cost for Additional provision beyond plinth area rate					
28	SS Railing to Staircase	Rmt	19.53	12000.00	2.34	
31	Granite flooring in Lift Lobby	sqm	503.42	2500.00	12.59	
	Total (C)				14.93	Lacs.
	Total -A+B+C				469.06	Lacs.
					2597.79	

Abstract of Cost					
(BASED ON PLINTH AREA RATE U.P.P.W.D AS PER LETTER NO. 16351/69 V. P. WING/2015 DATED ON 15/02/15)					
Sl No	Particulars	Unit	Quantity	Rate	Amount
B	Civil Work				
3	Ground Floor	sqm	839.03	14950.00	125.44
4	1st Floor	sqm	839.03	14950.00	125.44
5	2nd Floor	sqm	839.03	14950.00	125.44
6	3rd Floor	sqm	839.03	14950.00	125.44
7	4th Floor	sqm	839.03	14950.00	125.44
	Total		4195.17		627.18
	Extra rate for				
13	Extra Ceiling Height above normal height 2.90 mtr for Ground floor to 8th Floor (3.60-2.90)/30*570=760	sqm	4195.17	1330.00	55.80
14	Add Extra For Earth quake Resistance	sqm	4195.17	601.0	25.17
15	Add Extra Raft Foundation only for Ground Floor	sqm	839.03	600.0	5.03
16	Add Extra for Anti termite Treatment	sqm	839.03	250.0	2.10
17	Larger Module over 35.00sqm area	sqm	1258.55	950.0	11.96
18	Add Extra for Internal Water Supply & sewerage @ 12 %	Lacs	627.18	12%	75.26
19	Add Extra for External Water Supply & sewerage @ 5 %	Lacs	627.18	5%	31.36
20	Add for Internal site development @ 5 % on Ground Floor only	Lacs	125.44	5%	6.27
	Total A				840.12
B	Electrification Work				
21	Internal Electrification		627.18	12.50%	78.40
22	Power wiring		627.18	4%	25.09
23	Copper wiring		627.18	2%	12.54
23	Fire Fighting System (Sprinkler System)		4195.17	560	23.49
24	Fire Alarm		627.18	1%	6.27
25	Computer & Telephone Networking		627.18	1%	6.27
26	P/F Modular Switch		627.18	1%	6.27
27	Call Bell and lighting Conductor		627.18	1.5%	9.41
	Total -B				167.74
C	Cost for Additional provision beyond plinth area rate				
28	SS Railing to Staircase	Rmt	48.84	12000.00	5.86
29	Structural Glazing	sqm	255.00	6000.00	15.30
30	False Ceiling	sqm	1258.55	1500.00	18.88
31	Granite flooring in Lift Lobby	sqm	1258.55	2500.00	31.46
	Total (C)				71.50 Lacs.
	Total -A+B+C				1079.37 Lacs.
					2391.16 PER SQFT

Proposed Schedule of Varuna Heights at Vrindawan Yojna, Lucknow

S.N.	WEEKLY ACTIVITY	START DATE	FINISH DATE	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
1	Excavation	02-Mar-18	25-Mar-18																						
2	PCC	21-Mar-18	31-Mar-18																						
3	Foundation	01-Apr-18	31-May-18																						
4	Reinforced Slab	01-Jun-18	30-Jun-18																						
5	1 st Floor	01-Jul-18	15-Aug-18																						
6	2 nd Floor	15-Sep-18	30-Oct-18																						
7	3 rd Floor	01-Nov-18	15-Dec-18																						
8	Roof Slab	15-Jan-19	31-Mar-19																						
9	3 rd Floor	01-Feb-19	15-Mar-19																						
10	Roof Slab	15-May-19	15-Jun-19																						
11	Finishing Work	15-Jul-19	31-Dec-19																						




चेतावनी

धोखेबाजों से देश में ही अथवा विदेश से मिलने वाली फर्जी प्रस्ताव/संदेश/प्रस्तावना जैसे लॉटरी विजेता, सस्ती व, छात्रवृत्ति के प्रस्ताव, यों में प्रवेश प्रकर के



offers, at lottery d offers, Scholarship offers, offer of emigration visas, offer of admission to reputed universities abroad and similar such offers from fraudsters within the country or from abroad.

उपयोगी सुझाव/USEFUL TIPS :

- अपने खाते के बारे में जानकारी प्राप्त करने के लिए अपना मोबाइल नंबर और ईमेल आई.डी. पंजीकृत करवाएं।
Register your Mobile and email-Id for getting information about your account.
- पुछताछ आदि के लिए आप टोल फ्री नंबर पर कॉल कर सकते हैं।
You may call Toll free number for inquiry etc.
- नियमित रूप से अपनी पासबुक अपडेट करवाएं।
Get passbook updated regularly
- जहाँ भी संभव हो स्थाई अनुदेश (SI) जारी करें।
Issue Standing Instructions wherever possible.
- पासबुक में कहीं भी हस्ताक्षर न करें।
Do not put signature anywhere in passbook.
- हम आपके सुझावों का स्वागत करते हैं।
We welcome your suggestions.
- कोई समस्या हो या कोई गलतचर्चित सेवा की आवश्यकता हो तो शाखा प्रबन्धक से सम्पर्क करें।
Contact branch manager in case of difficulties/ value added service.
- टोल फ्री हेल्पलाइन नं० (1800220229, 18001031906)
Toll Free Helpline No. (1800220229, 18001031906)
- झूठे वादों का शिकार न बनें, फर्जी योजनाओं से सतर्क रहें।
Do not fall prey to false promises, beware of dubious schemes.
- कृपया अपने खाते की जानकारी/इंटरनेट बैंकिंग यूजर आई.डी. और पासवर्ड, ए.टी.एम डेबिट कार्ड/क्रेडिट कार्ड/मोबाइल बैंकिंग संबंधी व्यक्तिगत जानकारी किसी को न दें।
Please do not disclose your Account details/Internet Banking User Id and Password/ ATM Debit card/Credit card/ Mobile Banking Personal information to any person.

बैंक ऑफ़ इंडिया

Bank of India

Name :	LUCKNOW	Occupation :	MNC EMPLOYEE
Address :	MOHINI MANSIONS., POST BOX NO. 170, UTTAR PRADESH, LUCKNOW, 226001	Address :	SECTOR 6A/174 VRINDAVAN LUCKNOW LUCKNOW 226016 UTTAR PRADESH INDIA
Tel. :	0522-4082242 4007122	Operational Inst:	EITHER OR SURVIVOR
Email :	LucknowBr.Lucknow@bankofindia.co.in	Nomination :	Not Regd.
IFSC Code :	BKID0006800	A/C Open Dt.:	18-07-2009
MICR Code :	226013002	Scheme Desc:	SB-MRO
Customer Id :	105397787	Scheme Code:	SB141
Account No. :	680014110000016	Spl. Charge Code:	NO CONCESSIONS IN CHARGES
Name :	1. MOHAMMAD KHALID UMER FAROOQUI S/O L 2. MOHD. TABAL AHMAD S/O LATE SATTAR AHMAD		

For your queries / enquiry
Toll free no. of our call center:1800220229,18001031906

Grievance Redress Officer,ZO: _____
Grievance Redress Officer,Branch:0522-4082242 4007122

This pass book is system generated and does not require any initials

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MOHAMMAD KHALID UMER FAROOQUI

FAROCQUI MOHAMMAD ALIM

01/08/1955

Permanent Account Number

ABLP00548J

Signature



31/12/2016

[Handwritten signature]

7388862950



भारत सरकार
GOVERNMENT OF INDIA



मो मेराज
Mohd Meraj

जन्म तिथि / DOB : 01/07/1978

पुरुष / MALE



5064 8404 3075

मेरा आधार, मेरी पहचान

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

MOHD MERAJ

QUZI SHAMSUL HUDA

01/07/1978

Permanent Account Number

APNPM3312H

Signature



15042007



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

आत्मज: काजी शमसुल हूदा, 6 ए,
शीतला विहार, इंदिरा नगर, लखनऊ,
उत्तर प्रदेश - 226016

Address

S/O: Quzi Shamsul Huda 6
A Sheetla vihar Indira
Nagar Lucknow Indira
Nagar Uttar Pradesh -
226016

5064 8404 3075



1947

1800 300 1947



help@uidai.gov.in




www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

9919900099

भारत निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
मतदाता फोटो पहचान पत्र - ELECTOR PHOTO IDENTITY CARD

XGF2084226



नाम मो जवेद मलिक
Name MOHD JAVED MALIK
पिता स्व हनीफ खान
का नाम
Father : Late HANEEF KHAN
Name

Handwritten signature
9319291006

लिंग / Sex : पुरुष / Male
जन्मतिथि/आयु : 15/03/1988
Date Of Birth / Age :
पता: म.न.-106/51, कन्टोनमेंट रोड,
स्टेशन-कैसरबाग, तहसील-लखनऊ, जिला-लखनऊ,
पिन कोड-226001
Address: H. N. 106/51, CANTONMENT ROAD, Police
Station-Kaiserbagh, Tahsil-Lucknow, District-Lucknow,
Pin Code-226001

निर्वाचक रजिस्ट्रार अधिकारी
के स्कैन हस्ताक्षर
Scanned Signature of
Electoral Registration Officer

तारीख : 01/18/2017
Date :
विधान सभा निर्वाचन क्षेत्र संख्या और नाम :
174 - लखनऊ मध्य
Assembly Constituency No. & Name :
174 - Lucknow Central
भाग संख्या और नाम : 225-समाज कल्याण उपनिदेशक
समाज कल्याण कक्ष
Part No and Name : 225-KARYALAYA UPNIDESHAK
SAMAJ KALYAN ROOM NO-5

नोट / Note :
1. इस कार्ड को धारण करने मात्र से यह कोई गारंटी नहीं है कि आप वर्तमान निर्वाचक नामावली में निर्वाचक हैं। कृपया अपना नाम प्रत्येक चुनाव से पहले वर्तमान नामावली में जांच लें।
Mere possession of this card is no guarantee that you are elector in the current electoral roll. Please check your name in the current electoral roll before every election.
2. इस कार्ड में उल्लिखित जन्मतिथि को निर्वाचक नामावली में पंजीकरण के अलावा अन्य किसी भी स्थिति में आयु के प्रमाण के रूप में नहीं माना जाएगा।
Date of Birth mentioned in this card shall not be treated as a proof of age / D.O.B. for any purpose other than registration in electoral roll. 005 174 225_0039 201907021116



भारतीय निश्चित पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रम/Enrolment No.: 1409/96549/46683

Download Date: 29/05/2017
Generation Date: 21/04/2017

To
अमैर फारूकी
Amair Farooqui
S/O: Mohammad Farooqui
C-21
Pamposh Enclave
Greater Kailash part-1
3rd Floor
Greater Kailash
South Delhi Greater Kailash
Delhi - 110048
9821949649

Signature Not Verified
Name, Address &
Date of Birth not
verified by Aadhaar
Authentication
System



आपका आधार क्रमांक / Your Aadhaar No. :

6653 1307 0329

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



अमैर फारूकी
Amair Farooqui
जन्म तिथि/ DOB: 07/10/1987
पुरुष / MALE



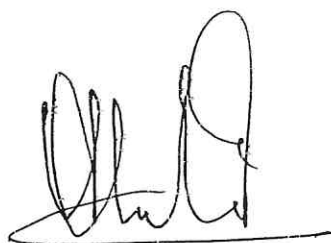
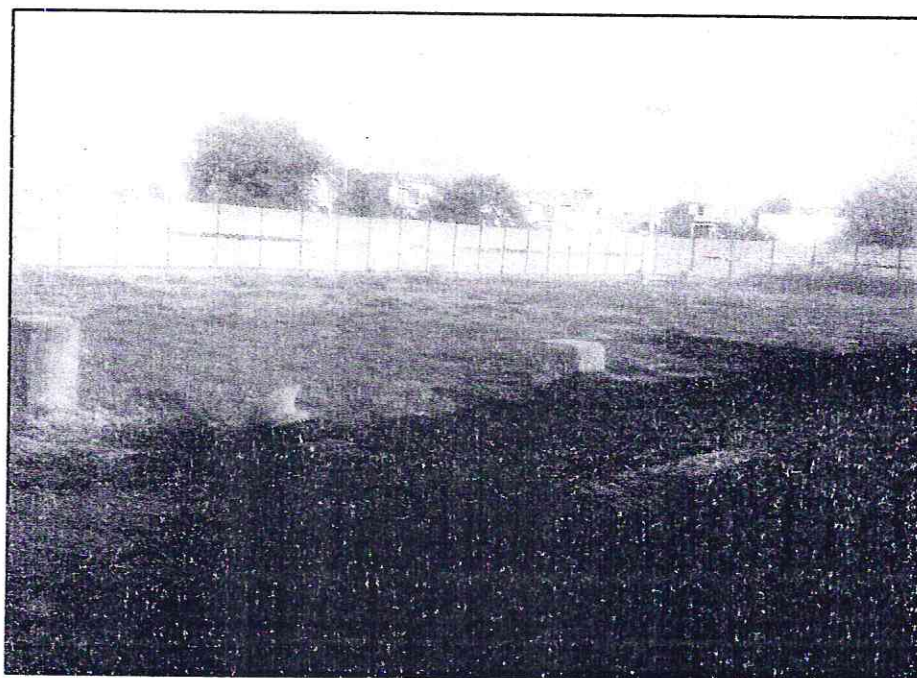
6653 1307 0329

मेरा आधार, मेरी पहचान

9821949649

PHOTOGRAPH OF

Commercial Plot No. 6A/COM-4 and 6A/COM-5 situate at Sector-6A,
Vrindavan Yojna-1, Lucknow.



FIRST PARTY



SECOND PARTY

WHEREAS the First Party has purchased the Commercial Plot No. 6A/COM-4 situated at Sector-6A, Vrindavan Yojna-1, Lucknow measuring about 622.02 sq. meters from Uttar Pradesh Avas Evam Vikas Parishad, Lucknow vide registered Sale Deed dated 12-06-2009 registered in Book No. I Volume 10230 Pages 201/224 at No. 6685 on 23-06-2009 in the office of Sub Registrar-I, Lucknow;

AND WHEREAS the First Party has purchased the Commercial Plot No. 6A/COM-5 situate at Sector-6A, Vrindavan Yojna-1, Lucknow measuring about 2036.96 sq. meters from Uttar Pradesh AvasEvam Vikas Parishad, Lucknow vide registered Sale Deed dated 23-07-2009 registered in Book No. I Volume 10336 Pages 315/446 at No. 8259 on 23-07-2009 in the office of Sub Registrar-I, Lucknow;

AND WHEREAS the First Party in order to derive optimum utility from the said land intended to construct a multi-storied commercial building on the said Plot of Land;

AND WHEREAS for the need of financial resources and manpower the First Party has not been able to develop the same of its own;

AND WHEREAS the Second party who is a reputed Developer /Builder, having vast experience in construction of residential / commercial buildings, has agreed to join hands with First Party towards fulfillment of said objective, subject to terms and conditions set forth /enumerated in this agreement.

NOW THIS AGREEMENT WITHNESSETH AS UNDER:-

Part 1:

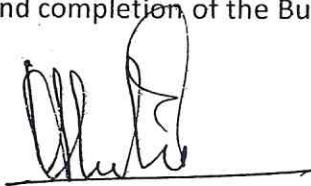
1. That the Owner /First Party shall make available the demised property i.e. Plot No.6A/Com-4 and 6A/Com-5 situated at Sector-6A Vrindavan Yojna-1 Lucknow measuring about 2658.98 sq. meters , for development and construction of the said commercial building to be carried out by the Builder.



2. That the Second party shall submit various plans or applications to the concerned authorities for obtaining the requisite permissions, sanctions and approval of the competent authorities in accordance with the law or rule on the subject after getting the same signed by the Owner. The Owner shall execute such documents as may be reasonably necessary in this.
3. Builder will provide a detailed timeline of projected construction project enumerating step by step advancement and projected dates of completion of each step (attached herewith).

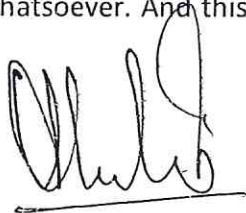
The second party shall provide sufficient guarantee of availability of finances required for the construction of the said project in order for the owner to sign the agreement.

4. The Builder attests that he is totally competent to undertake such a construction project and is in possession of all required finances, material, workmanship and technical abilities.
5. That the Builder after having obtained the relevant permissions/ sanctions shall intimate to the Owner in writing, by registered post or by hand delivery upon receipt about having obtained the same.
6. That the Builder/second party will develop and construct the commercial building upon the demised premises in accordance with the plan or plans duly approved and signed by Owner and will develop the site, roads and parking area with its own resources and finances accordingly. The Builder shall also be entitled to stock/store materials, tools and machineries required for construction on any part of the demised property during the construction and the Owner shall not be entitled to create any obstruction or interruptions, hindrance or hindrances in the development and construction work/activity and completion of the Builder/second party, its agent, workmen constructions,



chowkidar etc. on the request of the Builder/second party the Owner will sign all the necessary papers documents plans, affidavits, petition etc addressed to or to be submitted before the Awas Avam Vikas Parishad, Lucknow, Nagar Nigam, Local Authority, Government or any other authority or U.P. Power Corporation Ltd. for the exclusive purposes of carrying out work pursuant to this agreement and the Builder through this agreement itself shall be deemed to possess the aforesaid powers to carry out the work under this agreement and such power shall continue to vest upon them until the completion of the project so as to enable the Builder to effectually complete the said project under this agreement. The Builder will erect and complete the said building in all respect in good substantial and workman like manner as per approved plans and to the satisfaction of the Owner. With the prior approval of the Owner, the Builder shall have right to make publicity of the project at its own cost.

7. The builder guarantees that his construction will be of quality and will include all necessary security and precaution. The builder shall purchase all equipment of recognized brand and good quality with long guarantee and servicing. The builder will be responsible for the proper functioning of the building and the state of its structure and flooring for a period of 10 years following the completion of the project. Any reparations, and subsequent damage caused due to constructive faults shall be remedied by the builder at his own charge.
8. That the entire amount required for carrying out construction, development and completion of said building including the cost of lift, generator, water lifting pumps, road and boundary wall with gates & charges and fees of the architect and all other statutory fees or charges or demands shall be met by Builder/second party only. The Owner shall not be responsible for any dues, fee charges, damages or demands in respect to any such charges or expenses whatsoever. And this until the date of completion of project and handover of



constructed the commercial building with all due administrative approvals and until the point of handover of keys.

9. The estimated cost breakdown of this construction project shall be attached to this builder agreement.

Part 2 :

1. That the Builder / second party has agreed and undertake to expeditiously commence from 01.04.2018 and carry out the project work and complete the same within a period of 24 months (Twenty four months), except for *forcemajeure*, public disturbance, war, order of the Government, Lucknow Development Authority or any other Authorities, intervention of the court, stopping or prohibiting the demolition, development, erection and construction of the proposed multi-storied building and for like reasons. Provided that where the construction remains suspended due to force majeure, public disturbances, communal riots or reasons mentioned above period the construction shall remain suspended as such accounts.
2. That in consideration of this agreement to develop the demised premises in the manner specified as above and hereunder the Owner and the Builder/second party shall share the total covered area in inclusive of saleable area, stair cases and lobbies etc. of the entire building in the ratio of 51% belonging to the Owner and 49% belonging to the Builder/second party. Allocation of specific portions to each party will be decided by mutual consent and in case of conflict the first party will have preference. The assignment of the parts belonging to first and second parties shall be done after signing of this agreement and respective areas shall be marked on plans.
3. That the common passage or common staircase shall be shared equally by the Owner and the Builder or their heirs, nominees or assignees. The maintenance of these spaces in the completed property will be regulated by a body of society



management or caretaker society. Both parties will have its member in society /management, and will make decisions with regards to matters pertaining to the maintenance of said property. Decisions pertaining to maintenance matters shall be made mutually by both parties and in good faith. In case of conflict the owner shall have the right to veto. The maintenance charges will be shared by all occupants of the property in proportion to the size of their share. Till the formation of management and caretaker society the responsibility of maintenance of the building shall be borne by the owner and builder as per their respective shares (51:49).

4. The owner has the right to overall parking design and utility and may change the design and structure in the future. The second party will be allotted a fixed number of parking slots as per their share which shall not be changed in the event of restructuring of the parking design or number of spots.
5. That subject to the aforesaid Part II clause 2 the Builder shall be the exclusive owner of the 49% of the total built up area assigned to it, over which it shall have absolute and exclusive right to sell, let out, lease out or part with in any manner. The Owner shall have exclusive right, title and interest over the 51% of the total built up area assigned to it, and will be at liberty to deal with the same in any manner he would like to.
6. That the rights of the Owner and Builder with respect to booking, transfer or selling the usable area in the ratio 51:49 in clauses hereinbefore stated shall be in accordance with this agreement. Provided that the Builder and the Owner (including their heirs, assign and transferees) shall not make any external changes of design or colour etc. as to affect the front elevation of the building or its aesthetic beauty or integrated scheme.
7. That the authority of the Builder to book/lease/mortgage or dispose-off its share in the project building subject to the restrictions mentioned above, cannot be cancelled by the Owner unilaterally.



That the Builder and Owner shall exclusively execute and register the transfer deeds of Shops / Halls / Spaces in favour of the prospective purchasers.

8. That except as hereinabove provided the Owner shall not interfere with or obstruct with the execution and completion of work, development and construction of the said commercial building, provided the builder respects all agreements and architect plans. Owner (and his representatives) shall however maintain his right of access to the construction site and to inform the builder of his observations in the interest of better construction quality in compliance with architect-approved plans and respecting deadlines.

The builder shall make efforts to organize a general information exchange meeting at the site office periodically every two months in the presence of a representative of the owner, the builder, the Engineer, co-coordinator of construction and supervisors.

9. That the Builder/second party agrees and undertakes to indemnify and keep harmless and indemnified the Owner against all or any claims which may be made by any person during the course of completion the building and or in respect of provisional sale or dealings by the Builder with third parties of the areas in the project building. The builders shall indemnify the owner in respect of all claims, damages or expenses payable in consequence to any injury to any employee, workman, nominee, invitee while in or upon the said premises. The builders shall also be responsible for any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, foot-paths, bridges or ways as well as all damages caused to the buildings, and work forming the subject to this contract by frost, rain, wind or other inclemency of weather.
10. If the builders fail to complete the said work within the period as stipulated in the foregoing provision (for reasons other than those of *force majeure* enumerated in Part II clause 1, the builders shall, at the option of the owner but without prejudice



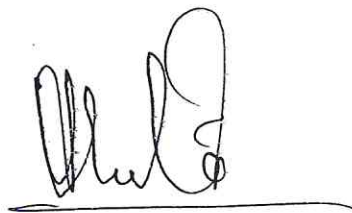
to the other rights under law of the owner and other provisions herein, pay liquidated damages calculated at the rate of Rs. 10000 (ten thousand only) per day for the period between the said stipulated date of completion and actual date of completion.

11. That the Owner shall do all acts, deeds, matters and things, as is are or may from time to time, be necessary to give effect this agreement or to implement the same and shall not transfers, charges, encumbrances, alienate or part with the possession of the plot or any part thereof or do anything which may contravene the terms of this agreement.
12. That the Owner and Builder have entered into this agreement purely on a principal basis and nothing stated herein shall be deemed to or construed as a partnership between Builder and Owner nor shall the Builder and the Owner in any manner constitute an association of person(s).
13. That it is hereby agreed by the Owner and the Builder that they shall directly, meet their taxation liability and other liabilities as may be applicable to them, personally and respectively.
14. That it is agreed that the terms of this agreement can be altered or modified by way of supplementary registered / unregistered agreements by mutual consent of both parties. The responsibility of the accomplishment of such changes will be borne by the builder and the costs will be borne by the party that requests the alterations.
15. That the land on which the proposed multi-storied building is to be constructed absolutely belongs to the Owner who possesses exclusive rights title and interest over the same. The Builder is hereby assured that no one other than the Owner has got any right title or interest over the demised property and the Owner alone is legally competent to enter into this agreement with the second party. The



aforesaid land and the demised property are also free from all sorts of encumbrance, charges, liens and attachments. The Owner has assured the Builder that the demised property i.e. the subject matter of this agreement has neither been acquired nor requisitioned under the Land Acquisition Act or under the law then for the time being in force 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 Owner. If at any time hereinafter it is found that the Owner has accrued any charge or encumbrance upon the demised property or any part thereof, the Owner alone shall clear the same forthwith at its cost, failing which the Builder/second party shall be entitled to clear the same and recover the equivalent sum of money from the Owner.

16. That if there is any claim, demand, tax, liability or any other court order, whatsoever against the owner/first party it is a condition of this agreement that the work on the development and/or other matters incidental to this agreement shall not at any time during or after the completion be stopped, obstructed or delayed in any manner, whatsoever, by the Owner or the Builder.
17. That the Owner and Builder shall be respectively responsible for payment of all municipal and property taxes and other outgoing and imposition whatsoever hereinafter, for the sake of brevity collectively referred to as the said rates payable in respect of its respective allocations, the said rates to be apportioned pro-rate with reference to the saleable building(s) as a whole. All such taxes, however, can be transferable to the transferee(s) or nominee(s) of Owner and Builder.
18. During the period of construction and until the completion of the project, the builder alone shall bear the charges of electricity and water consumption and shall pay the same in a timely manner.



doing the same. Any additional area created will be subject to the division 51:49 as stipulated in Part II clause 2.

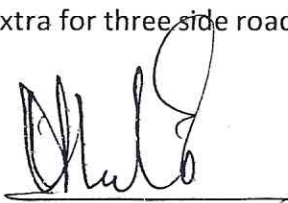
20. The second party shall not oblige the first party to incur any additional costs including the application for any new F.A.R.
21. That the Builder shall engage Engineers, labourers and workmen etc, and the presently-appointed architect in its own name and also procure, purchase materials etc. for development etc. in its own name and the Owner shall have no liability either financial or of any kind in these regards.
22. That both the parties undertake not to do any act which may in any manner, contravene the terms of this agreement respecting the above property.
23. The share of owner to builders of the constructed property has been negotiated to be 51:49 %. The owner is entitled to purchase a further 9% out of builders share (392.71 sq. feet of salable area) at the rate of Rs.2000 per Sq.Ft. at third floor. Amount of Rs. 42,00,000/- (Rupees Forty Two Lakhs only) incurred by owner on this property shall be reimbursed by builder after completion of the projects.
24. All disputes or differences shall be referred to the sole arbitration of two arbitrators, one to be appointed by each party. The arbitrators shall appoint an umpire before entering upon the reference. The parties would cooperate and lead evidence, etc. with the arbitrators and if one of the parties does not cooperate or remains absent at the reference, the arbitrators or the umpire would be at liberty to proceed with the reference ex-parte. The arbitrators or the umpire shall keep record of the oral evidence adduced by the parties and submit the same to the court at the time of filing of the award, along with documentary evidence produced before them. The fees of the arbitrator appointed by a party shall be borne by the party proven at fault. The arbitrators shall make their award, with reasons for the decision, within two months from the date of entering upon the reference, failing which, the umpire shall forthwith enter on the reference. The



umpire shall make his award within one month of entering on the reference or within such extended time, as the parties may agree. The award shall be final, conclusive and binding on the parties and shall not be challenged on any ground except collusion, fraud or an error apparent on the face of the award. This reference to arbitration shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof. No action can be taken under this agreement for the enforcement of any right without resorting to arbitration under this clause.

25. That the Builder may mortgage his allocation of the building and it is specifically agreed that no charge shall be imposed on the Owner.
26. All charges and fees related to this registration agreement will be borne by the Builder only.
27. This agreement presently concluded between the builder and the first party shall be shared with all future occupants of the property so as to inform them on matters pertaining to maintenance and parking and other subjects of relevance.
28. That the plot subject matter of this agreement is situated at Sector-6A, Vrindavan Yojna -1, Lucknow, which is not on segments roads of the Circle rate List issued by the Collector, Lucknow.
29. That the subject matter of this deed having total area of the plot of land is 2658.98 Sq. Meter. The valuation of the plot for the purposes of the payment of stamp duty is as under:-

(a) Land Area	= 1000 sq. meter x ₹ 25,000/-
	per square meter
	= ₹ 2,50,00,000/-
10% extra for three side road	= ₹ 25,00,000/-



- (b) Balance Area of Land = 1658.98 sq. meter x ₹ 17,500/-
(30% of ₹ 25,000/- = ₹ 17,500/-)
= ₹ 2,90,32,150/-
10% extra for three side road = ₹ 29,03,215/-

Thus the total value of land comes to ₹ 5,94,35,365/-, consequently the stamp duty of ₹ 41,61,000 /- has been paid on this agreement vide E- Stamp Certificate No. IN-UP04221374746883Q DATED 27-02-2018.

31. That this builder agreement has been drafted by the undersigned as per instructions and documents provided by the parties for which they shall be responsible.
32. That the identification of the parties has been done on the basis of the documents provided by them.

SCHEDULE OF PROPERTY

Commercial Plot No. 6A/COM-4 (Six A/Com-Four) and 6A/COM-5 (Six A/Com-Five) situate at Sector-6A, Vrindavan Yojna-1, Lucknow total measuring about 2658.98 (Two Thousand Six Hundred Fifty Eight Point Nine Eight) sq. meters and bounded as under :-



East : 9 meter wide Road

West : 30 meter wide Road

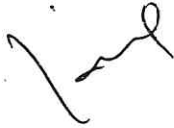
North : 24 meter wide Road and Others Property Plot No. 6A/FS

South : 12 meter wide Road

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

WITNESSES :

1.

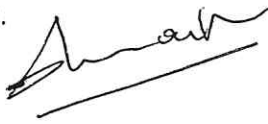


(Mohd. Javed Malik)
S/o Late Haneef Khan
R/o House No. 106/51,
Cantonment Road, Lucknow



FIRST PARTY / Owner

2.



(Amair Farooqui)
S/o Mohammad Farooqui
R/o C-21, Pamposh Enclave
Greater Kailash Part-1, 3rd Floor,
Greater Kailash, South Delhi, Delhi



SECOND PARTY / Builder

Drafted by :



(Arun Khanna)
Advocate
Civil Court, Lucknow.

Composed by :



(Arnit Kumar Singh)
Civil Court, Lucknow

MAP OF

Commercial Plot No. 6A/COM-4 and 6A/COM-5 situate at Sector-6A, Vrindavan Yojna-1, Lucknow total measuring about 2658.98 sq. meters and bounded as under : -

East : 9 meter wide Road

West : 30 meter wide Road

North : 24 meter wide Road and Others Property Plot No. 6A/FS

South : 12 meter wide Road

Commercial Plot No. 6A/COM-4
and 6A/COM-5

2658.98 sq. meters



FIRST PARTY



SECOND PARTY