I-12120/16

SHCIL LUCKNOW

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-UP02276321626565O
Certificate Issued Date	:	04-Aug-2016 01:48 PM
Account Reference	:	SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference	:	SUBIN-UPUPSHCIL01027141907792665O
Purchased by	:	JKR INFRATECH
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	PART OF FREEHOLD PLOT NO.416-A T.G. NEW CIVIL LINES SCHEME,NEW HYDERABAD, LUCKNOW
Consideration Price (Rs.)	:	
First Party	:	SRI SANGRAM SINGH
Second Party	:	JKR INFRATECH
Stamp Duty Paid By	:	JKR INFRATECH
Stamp Duty Amount(Rs.)	:	10,72,500 (Ten Lakh Seventy Two Thousand Five Hundred only)

25309

E-STAMP LOCKED
SUB REGISTARAR II
LUCKNOW

Please write or type below this line

For J.K.R. Infratech
Partner

BUILDER AGREEMENT

Date of Execution : 04-08-2016
Place of Execution : Lucknow

For J.K.R. Infratech
Partner

VO 0000762170

VOID VOID VOID VOID VOID
VOID VOID VOID VOID VOID

Statutory Alert:
The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as

Market Value	: ₹ 1,53,15,040/-
Security Deposit	: ₹ 1,70,98,031/-
Stamp Duty	: ₹ 10,72,500/-
Ward	: Colvin College

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of Property	:	Residential
2.	Ward	:	Colvin College
3.	Mohalla	:	T.G. New Civil Lines Scheme, New Hyderabad, Lucknow
4.	Details of Property	:	Part of Freehold Plot No. 416-A (Four Hundred Sixteen - A)
5.	Standard of measurement	:	Sq. meters
6.	Area of Property	:	589.04 sq. meters (Five Hundred Eighty Nine Point Zero Four)
7.	Location Road	:	Not on Segment Road
8.	Type of Property	:	Plot
9.	**Boundaries**	:	North : Common Passage 22 feet wide and Drain & thereafter Plot No. 417 South : Plot No. 415 East : Dr. Baij Nath Road West : Plot No. 416B

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

10.	No of persons in first part (1); No of persons in second part (1);		
11.	**Details First Party / Owner**	:	**Details of Second Party / Builder**
	Sri Sangram Singh son of Late Sri Parameshwar Deen Singh resident of 539/13, New Hyderabad, Lucknow		**M/s JKR Infratech, a Partnership firm constituted under the provision Indian Partnership Act, 1932 having its registered office at 27-II, Gokhale Marg, Lucknow through its Partners (1) Sri Jugal Sachdeva (2) Sri Kamal Sachdeva both sons of Late Sri Baldev Raj Sachdeva**

THIS BUILDERS AGREEMENT IS EXECUTED BETWEEN **Sri Sangram Singh son of Late Sri Parameshwar Deen Singh resident of 539/13, New Hyderabad, Lucknow** of the First Part (hereinafter jointly referred to as "Owner/ First Party").

AND

M/s JKR Infratech, a Partnership firm constituted under the provision Indian Partnership Act, 1932 having its registered office at 27-II, Gokhale Marg, Lucknow through its Partners (1) Sri Jugal Sachdeva (2) Sri Kamal Sachdeva both sons of Late Sri Baldev Raj Sachdeva (hereinafter referred to as the "Builder/Second Party").

WHEREAS Smt. Sumitra Devi Segal has purchased the Leasehold Plot No. 416 measuring about 1 Bigha 14 Biswa 5 Biswansi 11 Kachwansi situate at Mohalla T.G. New Civil Lines, New Hyderabad, Lucknow from Lucknow Improvement Trust Lucknow vide registered Lease deed dated 13-09-1936 registered in Book No. I Volume 1005 Page 148 Addl. File Book No. I Volume 1007 Pages 53/56 at No. 3359 on 07-11-1936 in the office of Sub-Registrar, Lucknow ;AND

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

भारत निर्वाचन आयोग
पहचान पत्र
ELECTION COMMISSION OF INDIA
IDENTITY CARD

XFE0097352

निर्वाचक का नाम : संग्राम सिंह
Elector's Name : Sangram Singh
पिता का नाम : परमेश्वरदीन
Father's Name : Parameshvaradeen
लिंग / Sex : पुरुष / Male
जन्म की तारीख
Date Of Birth : XX/XX/1945

Sam

Sam
9918432038

XFE0097352

पता : 37, जरमापुर , जरमापुर

तहसील - नवाबगंज
जिला -बाराबंकी (उ.प्र.)-225121
Address : 37, Jarampur , Jarampur

Tehsil - Nawabganj
Distt. Bara Banki (UP)-225121

Date : 17/02/2009
269-जैदपुर (अ.जा.) निर्वाचन क्षेत्र के निर्वाचक रजिस्ट्रीकरण अधिकारी के हस्ताक्षर की प्रतिकृति
Facsimile Signature of Electoral Registration Officer
for 269- Jaidpur (SC)

254/210

पता बदलने पर, नये पते पर अपना नाम निर्वाचक नामावली में दर्ज करवाने तथा उस पते पर इसी नम्बर का कार्ड पाने के लिए सम्बंधित फार्म में यह कार्ड नम्बर अवश्य लिखें
In case of change in address, mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with the same number

S

इसके द्वारा, भारत गणराज्य के राष्ट्रपति के अनुरोध और आदेश है कि जिन व्यक्तियों से संबंधित यह है उन सभी को बिना रोक-टोक जाने दिया जाए और उन्हें हर प्रकार की ऐसी सहायता और सुरक्षा प्रदान की जाए जिसकी उन्हें आवश्यकता हो।

THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR HINDRANCE AND TO AFFORD HIM OR HER, EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STANDS IN NEED.

भारत गणराज्य के राष्ट्रपति के आदेश से विदेश मंत्रालय
BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA

कन्हैया लाल
Kanhaiya Lal
सहायक/ASSISTANT
पासपोर्ट कार्यालय, लखनऊ
Passport Office, Lucknow

MINISTRY OF EXTERNAL AFFAIRS
मंत्रालय
भारत
PASSPORT OFFICE
LUCKNOW
लखनऊ

भारत गणराज्य REPUBLIC OF INDIA

प्रकार /Type: P
राष्ट्रीय कोड /Country Code: IND
पासपोर्ट सं. /Passport No.: G8079254
उपनाम /Surname: SACHDEVA
दिए गए नाम /Given Names: JUGAL
राष्ट्रीयता /Nationality: INDIAN
लिंग /Sex: M
जन्मतिथि /Date of Birth: 02/01/1971
जन्म स्थान /Place of Birth: LUCKNOW
जारी करने का स्थान /Place of Issue: LUCKNOW
जारी करने की तिथि /Date of Issue: 25/03/2008
समाप्ति की तिथि /Date of Expiry: 24/03/2018

P<INDSACHDEVA<<JUGAL<<<<<<<<<<<<<<<<<<<<<<<<
G8079254<1IND7101021M1803242<<<<<<<<<<<<<<<8

For J.K. R. Infratech

Partner

J8237212

SACHDEVA

KAMAL

M 09/03/1968

LUCKNOW

LUCKNOW

08/07/2011 07/07/2021

P<INDSACHDEVA<<KAMAL<<<<<<<<<<<<<<<<<<<<<<<<

J8237212<6IND6803096M2107073<<<<<<<<<<<<<<<4

पिता / संरक्षक का नाम / Name of Father / Legal Guardian

BALDEV RAJ SACHDEVA

माता का नाम / Name of Mother

REKHA SACHDEVA

पति या पत्नी का नाम / Name of Spouse

POOJA SACHDEVA

पता / Address

H.NO.- 432/44, KALA KANKAR SCHEME

OLD HYDERABAD

LUCKNOW - 226007 - UTTAR PRADESH

पुराने पासपोर्ट का नं. और पूर्वतर जारी होने की तिथि एवं स्थान / Old Passport No. with Date and Place of Issue

E0121067 18/10/2001 LUCKNOW

फाईल नं. / File No.

LKOB01265111 OLD PPT CANCELED AND RETURNED

INDIA DRIVING LICENCE

MOTOR VEHICLES ACT 1988-89

[See Rule-16 (1)]

Name of the Licence holder ... ...

Son/wife/daughter of ... ...

Name to be written across the photograph, ...

Signature and designation of the Licensing Authority

9935598836

Driving Licence Number ... 5-28486/96/2 ... ...

Date of issue ... ... 2/10/97 ... ...

Name ... ...

Son/wife/daughter of ... ...

Temporary address/Official address (if any) ... ...

Permanent address ... 293/72 Purana Haider Ganj Lucknow

... ...

Date of birth ... 3/2/1974 ... ...

Educational qualifications ... ... Blood group with RH factor

The holder of this licence is licenseted drive throughout India vehicles of the following description :-

Set 11 gear + Gm 11. only

MOTOR CYCLE WITHOUT GEAR

MOTOR CYCLE WITH GEAR

INVALID CARRIAGE

LIGHT MOTOR VEHICLE

A MOTOR VEHICLE OF THE FOLLOWING DESCRIPTION

Private vehicles only

from ... 5/12/96 ... to ... 4/12/2016

Name & designation of the Authority who condubted the driving test.

Signature and designation of the Licensing Authority.

5/12/96

भारत सरकार
Government of India

रश्मी सिंह
Rashmi Singh
जन्म तिथि / DOB : 18/09/1978
महिला / Female

3374 2064 7916

आधार - आम आदमी का अधिकार

Rashmi
9415029995

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

पता: सबोधित: राकेश कुमार, 509/164, डा. बैजनाथ रोड, अपोजिट पोस्ट ऑफीस, न्यू हैदराबाद, लखनऊ, न्यू हैदराबाद, उत्तर प्रदेश, 226007

Address: W/O: Rakesh Kumar, 509/164, dr. baijnath road, apojit post office, New Hyderabad, Lucknow, New Hyderabad, Uttar Pradesh, 226007

3374 2064 7916

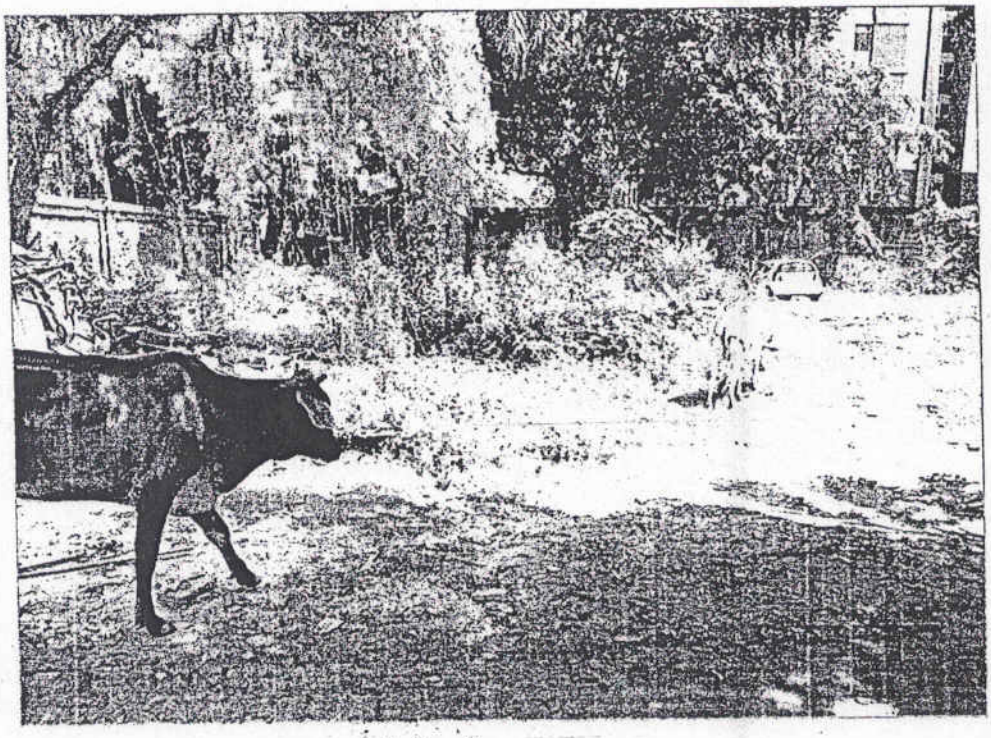
1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

PHOTOGRAPH OF

Part of Freehold Plot No. 416-A situate at T.G. New Civil Lines New Hyderabad, Ward Colvin College, Lucknow.



For J.K.R. Infratech

Partner

For J.K.R. Infratech

Partner

FIRST PARTY / OWNER

SECOND PARTY / BUILDER

WHEREAS later on Smt. Sumitra Devi Segal got sub divided the said plot into three parts bearing Nos. 416-A (21,416 sq. feet), 416-B (9181 sq. feet) and 416-C (10,037 sq. feet); AND

WHEREAS later on Smt. Sumitra Devi Segal and her three sons Sri Anandi Nath Segal, Major Ratan Nath Segal and Sri Daya Nath Segal have entered into a Family Settlement dated 03-01-1974 registered in Book No. I Volume 73 Pages 14/15 at No. 4 on 22-01-1974 in the office of Sub-Registrar, Lucknow ;AND

WHEREAS later on Major Ratan Nath Segal expired leaving behind him Smt. Gajendra Segal as his only legal heir and representative ;AND

WHEREAS later on Smt. Gajendra Segal has executed a Lease Deed dated 30-10-2002 with respect to House No. 416A measuring about 13385 sq. feet situate at Mohalla T.G. New Civil Lines, New Hyderabad, Lucknow in favour of Smt. Kamaljeet Kaur wife of Sri Pradeep Singh registered in Photostat Book No. I Khand 3324 Pages 165/188 at No. 7883/02 on 30-10-2002 in the office of Sub-Registrar-II, Lucknow ;AND

WHEREAS later on Smt. Gajendra Segal nominated Smt. Kamaljeet Kaur in Lucknow Development Authority Lucknow to get the said property Freehold and the Lucknow Development Authority Lucknow has executed the Freehold Deed executed in favour of Smt. Kamaljeet Kaur dated 29-11-2002 registered in Book No. I Volume 3362 Pages 331/344 at No. 8662 on 29-11-2002 in the office of Sub-Registrar-II, Lucknow ;AND

WHEREAS by virtue of the said Family Settlement, Smt. Sumitra Devi Segal has transferred her leasehold rights in Leasehold Plot of Land No. 416-A measuring about 24,672 sq. feet i.e. 2292.94 sq. meters situate at Dr. Baij Nath Road, T.G. New Civil Lines, New Hyderabad, Lucknow in favour of Sri Sangram Singh, Smt. Rashmi Singh and Sri Sunil Singh by way of Assignment Cum Sale Deed dated 20-06-2005 registered in Photostat Book

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

No. I Khand 5126 Pages 71/124 at No. 5798/05 on 20-06-2005 in the office of Sub-Registrar-II. Lucknow ;AND

WHEREAS later on Sri Sangram Singh and others have filed a Suit for Declaration for declaring the Lease Deed dated 30-10-2002 and Freehold Deed dated 29-11-2002 as null and void against Smt. Kamaljeet Kaur and others in the Court of Civil Judge (SD) Lucknow which was a Suit R.S. No. 123/12 which was later on compromise and vide Order dated 20-05-2012 the Case was decreed in terms of compromise; AND

WHEREAS later on the said Decree dated 20-05-2012 passed in R.S. No. 123/2012 (Sri Sangram Singh and others Vs Smt. Kamaljeet Kaur and others) by the Court of Additional Civil Judge Court No. 22, Lucknow got registered in Book No. I Volume 12729 Pages 1/32 at No. 11649 on 03-07-2012 in the office of Sub Registrar-II, Lucknow by virtue of which Sri Sangram Singh and others became the owners of Freehold Plot No. 416A T.G. New Civil Lines, New Hyderabad, Lucknow measuring about 13385 sq. feet ;AND

WHEREAS later on Sri Sunil Singh and Smt. Rashmi Singh have transferred their Undivided Share in the Leasehold Plot of Land measuring about 1528.62 sq. meters out of Plot of Land Bearing No. 416-A alongwith construction measuring 90.48 sq. meter situate at Dr. Baij Nath Road, T.G. New Civil Lines, New Hyderabad, Lucknow in favour of the First Party / Owner vide registered Sale Deed dated 12-01-2015 registered in Book No. I Volume 16338 Pages 29/68 at No. 414 on 12-01-2015 in the office of Sub-Registrar-II, Lucknow; AND

WHEREAS later on the First Party / Owner got converted the said Leasehold Plot into Freehold measuring about 8863 sq. feet from Lucknow Development Authority Lucknow vide Freehold Deed dated 28-06-2016

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

registered in Book No. I Volume 18634 Pages 119/210 at No. 10149 on 29-06-2016 in the office of Sub-Registrar-II, Lucknow ;AND

WHEREAS the First Party is the owner of Freehold Plot No. 416-A situate at T.G. New Civil Lines New Hyderabad, Ward Colvin College, Lucknow measuring about 22,248 sq. feet i.e. 2067.66 sq. meters ;AND

WHEREAS the First Party in order to derive optimum utility from the said land intended to construct a multi-storied building on the part of the said property measuring about 6338.07 sq. feet i.e. 589.04 sq. meters;

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

WHEREAS the Second party who is a reputed Developer /Builder have agreed to join hands with First Party towards fulfillment of said object subject to terms and conditions set forth /enumerated in this agreement.

NOW THIS AGREEMENT WITHNESSETH AS UNDER:-

1. That the Owner /First Party shall make available the demised property i.e. Part of Freehold Plot No. 416-A situate at T.G. New Civil Lines New Hyderabad, Ward Colvin College, Lucknow measuring about 6338.07 sq. feet i.e. 589.04 sq. meters for development and construction of the said residential building to be carried out by the builder.

2. That the open un-constructed land on the plot shall belong and remain exclusive property of the First party and Second Party and the either of the parties shall have no right to block / construct anything on the same.

3. That the Second party shall submit various plans or applications to the concerned authorities for obtaining the requisite permissions,

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

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 regard. All expenses, charges etc for preparation of plans, submission and passing by the authorities concerned shall be borne and paid by the builder/second party.

4. That the building plans for the proposed building shall be got prepared by the builder/second party through its architect of repute but in the name of the Owner, keeping in view of the suggestions of the Owner such architect shall be engaged by the builder/second party at its own cost. Such duly prepared plans under the signature of the Owner shall be submitted before the Lucknow Development Authority, Lucknow or concern authority. The Owner shall be bound to sign relevant document regarding revised plan or plans for effecting such alterations, modifications and additions in the building, so as to obtain its approval / sanction or compounding from the Lucknow Development Authority or other local authority, Lucknow. However it is specifically agreed that second party shall construct the building according to plans sanctioned and approved by the Owner.

5. That all the taxes or charges in respect of the said plot upto the date of this agreement shall be borne and paid by the Owner/First Party, while the taxes or charges pertaining to the period after the date of this agreement shall be borne and paid by the Builder / Second party.

6. That the ultimate roof of the building shall always be in the exclusive rights of Owner and builder i.e.40%-60%.

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

7. That the Builder after having obtained the relevant permissions/ sanctions shall intimate to the Owner in writing, by registered post or by hand delivery about having obtained the same.

8. That the builder/second party will develop and construct the residential 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 it 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 Lucknow Development Authority, Lucknow, Nagar Nigam, Local Authority, Government or any other authority or U.P. Power Corporation Ltd. for the exclusive purposes of the 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

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

approved plans. The builder shall have right to make publicity of the project at its own cost.

9. That the entire amount required for carrying out construction, development and completion of said building including the cost of transformer, lift, generator, water lifting pumps & 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.

10. That all the dues of the land of Lucknow Development Authority, Lucknow shall be paid and deposited by the Owner / First Party for which the Builder / Second Party is not responsible.

11. That if any amount is payable in the account of compounding charges the same shall be paid by the First Party / Owner and Second Party / Builder as per their respective share which has to be deposited in competent authorities as per actual rates.

12. That the builder / second party has agreed and undertake to expeditiously commence and carry out the project work and complete the same within a period of 36 months commencing from the date of execution of this builder agreement, except for force majeure public disturbance war or any other reason, 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 multistoried building and for like reasons. Provided that where the construction remains suspended due to force majeure, public disturbances,

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

communal riots or reasons mentioned above period the construction shall remain suspended as such accounts.

13. That in consideration of the agreeing 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 salable area, stair cases and lobbies etc. of the entire building in the ratio of 40% belonging to the Owner and 60% belonging to the builder/second party.

14. That the common passage or common staircase shall be shared equally by the Owner and the builder or their heirs, nominees or assignees.

15. That subject to the aforesaid clause 13 the builder shall be the exclusive Owner of the 60% of the total built up assigned to it, over which it shall have absolute and exclusive right to sell, let out, lease out or part with in any manner and to make bookings, receive advance payments from intending buyers, enter into the agreement to sell of the proposed area in the builder allocation, and the Owner shall have exclusive right, title and interest over the 40% of the total built up area assigned to it, and will be at liberty to deal with the same in any manner its like.

16. That the rights of the Owner and builder with respect to booking, transfer or selling the usable area in the ratio 40% and 60% 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 effect the front elevation of the building or its aesthetic beauty or integrated scheme.

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

17. 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.

18. That except as hereinabove provided the Owner shall not interfere with or obstruct in any manner with the execution and completion of work, development and construction of the said residential building.

19. That the Owner undertake to execute the documents, agreements, sale deed and assurances as may be necessary and requisite to be executed, given and allowed to the builder in respect of the percentage of the builder of the property allocable to the share of the builder, the builder shall always be dully competent to negotiate for transfer of any part of portion built in the area allocable to the builder to any person and it can enter into agreement and accept cash, pay order, draft etc. form all such transferees to its own name and issued receipts or all such payments and signed and execute the necessary papers, documents etc. in this respect.

20. 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.

21. 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

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

part thereof or do anything which may contravene the terms of this agreement.

22. 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).

23. That it is herby agreed by the Owner and the builder that it shall directly, meet its taxation liability and other liabilities as may be applicable to its personally and respectively.

24. That it is agreed that the terms of this agreement can be altered or modified by way of supplementary registered or unregistered agreements by mutual consent of both parties.

25. That as soon as the building is complete two members of each party will form a Society which will look after the maintenance and repairs of the common areas and machineries etc. This society shall be entitled to collect charges/amount from the Owner/occupiers of the Flats at such rates as may be considered from time to time.

26. 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 get any right title or interest over the demised property and the Owner alone are 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

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

has neither been acquired nor requisitioned under the Land Acquisition Act or under the law the 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 same from the 40% of usable area of the Owner in the said building and such payments if made by the builder shall stand as the first charge on the usable area of the Owner.

27. 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.

28. That the builder shall not part with possession or alienate, in any manner of its 60% share until they secure to the Owner the actual physical possession in completely finished state of the 40% share to the Owner as stipulated above but, however, the builder shall be entitled to book and receive amount(s) with respect to it's 60% of its built up constructed area.

29. That the Owner and developer / promoter shall be respectively responsible for payment of all municipal and property taxes and other outgoing and imposition whatsoever hereinafter, for the sake of

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

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 salable building(s) as a whole. All such taxes, however, can be transferable to the transferee(s) or nominee(s) of Owner and developers.

30. That the builder / second party shall execute and register the all transfer deeds of Flats in favour of the prospective purchasers.

31. That it is further agreed between the parties that in case of any increase in the permissible of F.A.R. during the construction of the proposed building project subject to legal sanction by the authority concern the promoter will carry out further constructions on the same terms and conditions as in the agreement, including the ratio of allocation of areas / spaces. Provided always this right shall not be available after completion of building and the cost of purchase of such additional F.A.R. shall always be borne by the Builder alone.

32. That the builder shall engage Architects, Engineers, Labours and workman etc, 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.

33. That the parties undertake not to do any act which may in any manner, contravene the terms of this agreement respecting the above property.

34. That the builder may mortgage building allocation relating to building to be constructed after separating the Owner allocation in the said building. However it is specifically agreed that no charge on the land or Owner allocation of building shall be created by the builder.

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

35. That neither party will be permitted to sell the Lower Ground parking space to any third party.

36. That ultimate responsibility for quality of construction shall rest upon the Builder/second party exclusively.

37. That in case any part or whole of the property subject matter under this agreement goes out of possession of the Second Party on account of any defect in the title of the First Party then the First Party shall compensate the Second Party to the extent of loss so suffered by it.

38. That the Second party has paid a sum of ₹ 1,70,98,031/- (Rupees One Crore Seventy Lacs Ninety Eight Thousand Thirty One only) as interest free refundable security to the First Party the receipt whereof the First Party hereby acknowledges.

39. That the plot subject matter of this agreement is situate at T.G. New Civil Lines New Hyderabad, Ward Colvin College, Lucknow which is not on Segments Roads of the Circle Rate List issued by Collector, Lucknow. There is no construction on the said Plot of Land.

40. That as subject matter of this agreement is 589.04 sq. meter of land the valuation of the same @ ₹ 26,000/- per sq. meter comes to ₹ 1,53,15,040/- consequently the stamp duty of ₹ 10,72,300/- has been paid. There is security deposit of ₹ 1,70,98,031/- on which the stamp duty of ₹ 100/- . Thus the total stamp duty of ₹ 10,72,500/- has been paid on this agreement vide E-Stamp Certificate No. IN-U022763216265650 DATED 04-AUG-2016.

41. 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.

42. That the identification of the parties has been done on the basis of the documents provided by them.

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

SCHEDULE OF PROPERTY

Part of Freehold Plot No. 416-A (Four Hundred Sixteen - A) situate at T.G. New Civil Lines New Hyderabad, Ward Colvin College, Lucknow measuring about 6338.07 (Six Thousand Three Hundred Thirty Eight Point Zero Seven) sq. feet i.e. 589.04 (Five Hundred Eighty Nine Point Zero Four) sq. meters and bounded as under : -

North	:	Common Passage 22 feet wide and Drain & thereafter Plot No. 417
South	:	Plot No. 415
East	:	Dr. Baij Nath Road
West	:	Plot No. 416B

SCHEDULE OF REFUNDABLE SECURITY PAID

1. Received ₹ 4,96,594/- vide Demand Draft No. 749335 dated 30-09-2014 issued by Punjab & Sindh Bank Lucknow.
2. Received ₹ 16,74,885/- vide Demand Draft No. 749406 dated 21-10-2014 issued by Punjab & Sindh Bank Lucknow.
3. Received ₹ 1,25,25,205/- vide Demand Draft No. 099223 dated 16-03-2015 issued by Punjab & Sindh Bank Lucknow.
4. Received ₹ 1,08,921/- vide Demand Draft No. 099436 dated 10-06-2015 issued by Punjab & Sindh Bank Lucknow.
5. Received ₹ 5,58,105/- vide Demand Draft No. 099437 dated 10-06-2015 issued by Punjab & Sindh Bank Lucknow.
6. Received ₹ 1,34,321/- vide Demand Draft No. 099883 dated 24-11-2015 issued by Punjab & Sindh Bank Lucknow.
7. Received ₹ 16,00,000/- vide Cheque No. 063883 dated 30-03-2016 drawn on Punjab & Sindh Bank Lucknow.

Total Security ₹ 1,70,98,031/- (Rupees One Crore Seventy Lacs Ninety Eight Thousand Thirty One only).

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

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.

(Smt. Rashmi Singh)
S/o Sri Rakesh Kumar
R/o 509/164, Dr. Baijnath Road
New Hyderabad Lucknow

FIRST PARTY / OWNER

2.

(Subhash Chandra Verma)
S/o Sri I.P. Verma
R/o 293/72 Purana Haiderganj
Lucknow

For J.K.R. Infratech
Partner

For J.K.R. Infratech
Partner

SECOND PARTY / BUILDER

Drafted by :

(Arun Khanna)
Advocate
Civil Court, Lucknow.

Composed by :

(Shyam Narain)
Civil Court, Lucknow

MAP OF

Part of Freehold Plot No. 416-A situate at T.G. New Civil Lines New Hyderabad, Ward Colvin College, Lucknow measuring about 6338.07 sq. feet i.e. 589.04 sq. meters and bounded as under : -

North	:	Common Passage 22 feet wide and Drain & thereafter Plot No. 417
South	:	Plot No. 415
East	:	Dr. Baij Nath Road
West	:	Plot No. 416B

Part of Freehold Plot

No. 416-A

6338.07 sq. feet i.e.

589.04 sq. meters

For J.K.R. Infratech

Partner

For J.K.R. Infratech

Partner

FIRST PARTY / OWNER

SECOND PARTY / BUILDER

आज दिनांक **04/08/2016** को

बही सं. **1** जिल्द सं. **18819**

पृष्ठ सं. **367** से **414** पर कमांक **12120**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव

उप-निबन्धक (द्वितीय)

लखनऊ

4/8/2016

उप निबन्धक (द्वितीय)

सत्यमेव जयते