

INDIA NON JUDICIAL

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e-Stamp



Base Certificate No. Issued in Lieu of

New Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

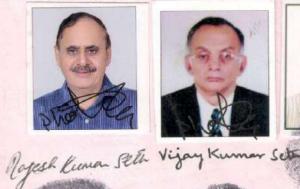
First Party

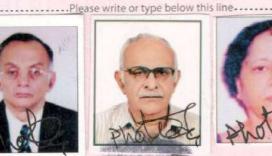
Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)













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- 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

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SUBIN-UPUPSHCIL0109242075007016S

CORONATION HOUSING AND DILIGENCE

Article 5 Agreement or Memorandum of an agreement

HOUSE TOGETHER WITH LAND, 4 CAPPER ROAD, LALBAGH

LUCKNOW.

DR RAJESH KUMAR SETH SON OF HARI KISHORE SETH

CORONATION HOUSING AND DILIGENCE

CORONATION HOUSING AND DILIGENCE

90,79,000

(Ninety Lakh Seventy Nine Thousand only)

SUMMARY OF DOCUMENT

1. Type of land : Residential

2. Ward /Mohalla : Hazratganj (Code-033), Lalbagh

(V-Code-0331), Lucknow

3. Detail of the House : House No. 121/030A(04) together

with a piece of land bearing Khasra No. 18, 4, Capper Road, Lalbagh, Lucknow, having Area 39443 sq.ft. or 3665.70 sq.mtr.

4. Market value : Rs. 12,96,90,641/-

5. Stamp duty paid : Rs. 90,79,000/-

Builder Agreement

This builder's agreement is made and executed between:

- Dr. Rajesh Kumar Seth aged about 63 years, S/o Mr. Hari Kishore Seth, R/o 702, Coronation Bijwa Estate, 28, Park Road, Lucknow.- 226001 having PAN: ANLPS8589C (hereinafter referred to as the 'Party-1') of the one Part.
- Dr. Vijay Kumar Seth aged about 70 years, S/o Late Ram Kishore Seth R/o 4, Capper Road, Lalbagh, Lucknow having PAN: ANGPS2123M (hereinafter referred to as the 'Party-2') of the one part.

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- Mr. Ajeet Kumar Seth aged about 68 years, S/o Late Ram Kishore Seth R/o 4, Capper Road, Lalbagh, Lucknow having PAN: AOQPS5359J (hereinafter referred to as the 'Party-3') of the one part.
- 4. **Mr. Vikram Seth** aged about 41 years, S/o Ajeet Kumar Seth R/o 4, Capper Road, Lucknow having PAN: AOSPS9736H Through his legally appointed attorney Mr. Ajeet Kumar Seth S/o late. Ram Kishor Seth R/o 4, Capper Road, Lucknow. (hereinafter referred to as the **'Party-4'**) of the one part.
- 5. Dr. (Mrs.) Sunita Seth aged about 71 years, W/o Late Ajay Kumar Seth R/o 130, Round Hill Road, Scarsdale, New York, USA 10583 having PAN: ANXPS0314H through her Legally appointed Attorney Mr. Ajeet Kumar Seth S/o Late Ram Kishore Seth R/o 4, Capper Road, Lalbagh, Lucknow (hereinafter referred to as the 'Party-5') of the one part.
- 6. Mr. Ravi Seth S/o Late Ajay Kumar Seth, aged about 47 years, R/o 130, Round Hill Road, Scarsdale, New York, USA 10583 having PAN: ABOPS7209N through his Legally appointed Attorney Mr. Ajeet Kumar Seth S/o Late Ram Kishore Seth R/o 4, Capper Road, Lalbagh, Lucknow (hereinafter referred to as the 'Party-6') of the one part.;
- Dr. (Mrs.) Veena Bajpai aged about 65 years W/o Dr. C.P.
 Bajpai R/o. A-1/5, Vishwas Khand, Gomti nagar Lucknow

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having PAN:AEYPB0822K (hereinafter referred to as the **'Party-7')** of the one part.

- 8. Mr. Ankur Bajpai S/o. Dr. C. P. Bajpai aged about 38 years, R/o. A- 1/5, Vishwas Khand, Gomti Nagar Lucknow PAN: AVGPP6179A, through his legally appointed Attorney holder Mrs. Veena Bajpai, his mother, R/o. A-1/2, Vishwas Khand, Gomti Nagar, Lucknow (hereinafter referred to as the 'Party-8') of the one part.
- 9. **Mr. Amit Seth** S/o Mr. Vijay Kumar Seth aged about 43 years, R/o 4, Capper Road, Lalbagh, Lucknow having PAN: BRHPS9328E Through his legally appointed attorney Mr. Vijay Kumar Seth S/o Late Ram Kishore Seth R/o 4, Capper Road, Lalbagh, Lucknow. (hereinafter referred to as the **'Party-9')** of the one part.

Party Nos. 1 to 9 cumulatively shall be referred to as the "OWNERS/FIRST PARTY" of the First Part and which expression shall always mean and include their legal representatives, successors, executors and assigns.

AND

M/s. Coronation Housing and Diligence, a Partnership firm, (PAN : AAAFC6587E), having its registered office at 15/4, Madan Mohan Malviya Marg, Lucknow and having its office LGF, Coronation Ivy

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Court, 11, J.C. Bose Marg, Lalbagh, Lucknow, represented through its Partner Mr. Rajesh Kumar Aggarwal, son of Mr. Bhupinder Lal Aggarwal, R/o. 15/4, Madan Mohan Malviya Marg, Lucknow-226001 (hereinafter referred to as the 'Builder/Developers/Second Party') of the second Part, which expression shall include its successors, executors and permitted assigns).

A. <u>Title of the Owners /First Party in respect of the subject matter of the Agreement:</u>

Whereas, the Owners / First Party have represented before the Builder/ Second Party that the erstwhile owner Lala Dwarka Nath Seth purchased the Bungalow no. 2 Capper Road Lucknow, called "Amy Villa" situated on Khasra No. 18, Mohalla Rakabganj, Lucknow (now known Lalbagh, Lucknow) alongwith free hold land and with all its buildings, materials, fixtures, trees, boundaries attached to Khasra No. 18, Mohalla Rakabganj, Lucknow (now known Lalbagh, Lucknow) having jadid Area of 1 Bigha and 9,825 Sq. ft., considering 1 Bigha equivalent to 27,220 sq.ft., and all appurtenances, from its previous owner Mrs. Losie Exnoline Rautlaff Smith daughter of the Late Capt. William John Routlaff and widow of William Ralph Smith through registered sale deed which was registered as no. 2576, in Book no. I, volume 923, on pages 155 to 161, on 23-09-1933.

And Whereas an area admeasuring 2,398 Sq.Ft. was purchased by erstwhile owner Lala Dwarka Nath Seth from

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Improvement Trust of Lucknow through registered Sale deed bearing file No.- 204 - V - 157 dated 25-02-1935, registered as No. 920, on Additional book No. 1, Volume 958 and Book No. 1, Volume 955, on page 346.

And Whereas the Owners / First Party have also represented before the Builder/ Second party that the land bought from Improvement Trust of Lucknow is situated adjacent to the main road and thereafter the land bearing Khasra No. 18, Mohalla Rakabganj, Lucknow, (now known Lalbagh, Lucknow) purchased by Late Lala Dwarka Nath Seth, is situated. Therefore, accordingly the area of the two pieces of land as per the two sale deeds is 39,443 sq. ft. considering 1 bigha as 27,220 Sq.ft.

And Whereas the Owners / First Party are entering into thereby executing this Builder Agreement with the object of construction of various complexes, development and redevelopment of lands held by the Owners / First Party, land bearing Khasra No. 18, Mohalla Rakabganj, Lucknow (now also known as Lalbagh, Lucknow) having jadid Area of 1 Bigha and 9,825 Sq. ft. and also land admeasuring 2,398 Sq. Ft. totalling to 39,443 sq. ft. considering 1 bigha as 27,220 Sq.ft. and the said land is jointly owned and possessed by the Parties 1 to 9 of the Owners / First Party in their respective ratios of holding as the undivided shares in the said land,

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which was also popularly known as no. 2, Capper Road Lucknow presently known as 4, Capper Road, Lalbagh, Lucknow and in the event of acquisition of any other land for the purpose of development redevelopment, the same shall be referred to and hereinafter stated.

And Whereas Lala Dwarka Nath Seth died on 3rdOctober, 1981. Thereafter, the successors in interest of Lala Dwarika Nath Seth entered into a compromise in the Regular Suit No. 154/2005, Hari Kishore Seth and others Vs. Smt. Sarojni Devi and others for partition of the property belonging to Lala Dwarka Nath Seth, before the Court of IInd Additional Civil Judge (S,.D.), Court No.21, Lucknow. The parties to the said Suit filed an application dated 19.12.2005 Under Order 23 Rule III C.P.C 1908, submitted on 21.12.2005, praying before the learned Court to decide the said suit in term of the compromise annexed to the said application. The compromise was duly signed and verified by the Court and the said suit, accordingly, was finally decided and decreed in terms of the Compromise. Pursuant to such compromise decree, the parties to the said suit became the owners of their respective portions in their respective percentage of shares in respect of the Estates of Late Lala Dwarika Nath Seth. Mr. Ritesh Seth and Mr. Tushar Seth, both son of Dr. Rajesh Kumar Seth relinquish their rights interest and title in the said properties in favour of their father, Dr. Rajesh Kumar Seth by virtue of an oral settlement, evidences by a Memorandum in the shape of HUF

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Settlement dated 29.04.2013. The Owners / First Party have represented and assured to the Builder/ Second party that they are the only successors and owners of the land proposed to be developed/ re-developed under this Builder Agreement, as per their respective shares mentioned below.

- Dr. Rajesh Kumar Seth 'Party No.1 of the Owners / First Party' became owner of 50% share of the Said property;
- Dr. Vijay Kumar Seth 'Party No. 2 of the Owners / First Party' and Mr. Amit Seth - 'Party No.9 of the Owners / First Party' jointly became owner of 12.5% share of the Said property;
- Mr. Ajeet Kumar Seth 'Party No. 3 of the Owners / First Party' and Mr. Vikram Seth - 'Party No. 4 of the Owners / First Party' Jointly became owner of 12.5% share of the Said property;
- Dr. (Mrs.) Sunita Seth 'Party No.5 of the Owners / First Party' and Mr. Ravi Seth - 'Party No.6 of the Owners / First Party' jointly became owner of 12.5% share of the Said property;
- Dr. (Mrs.) Veena Bajpai- 'Party No.7 of the Owners / First Party' and Mr. Ankur Bajpai - 'Party No.8 of the Owners / First Party' jointly became owner of 12.5% share of the Said property.

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And Whereas the Owners / First Party have represented that they possess exclusive title in respect of the said property being the only legal successors of the estate of erstwhile owner Late Lala Dwarka Nath Seth and no other person or persons have any right, title or interest in the aforementioned properties/ the said property and the Owners / First Party covenant with the Builder/ Second party that they have clear and marketable title in the said properties free from all encumbrances.

And whereas, the Owners / First Party further represent that they are in peaceful possession of the said property and have never been evicted or dispossessed. The Owners / First Party have also represented that they have not obtained any loan on the said properties, nor have created any charge, lien or mortgage over the same, nor have given security of these properties in any loan, nor the said properties or any part thereof are involved in any litigation before any Court(s), Forum or Authority.

And Whereas the Owners / First Party are desirous of getting their said property developed including with multi storied complexes according to Plans and specification and for the said purposes approached the Builder/ Second party by giving an offer for the same.

And Whereas the Builder/ Second party on the basis of the aforesaid representations and assertions made by the Owners / First

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Party and believing the same by acting bonafide and upon perusal of the documents placed before them by the Owners / First Party have accepted such an offer/ proposal made by the Owners / First Party.

And therefore, both the Owners / First Party and the Builder/ Second party having mutually agreed to the terms and conditions being reproduced as hereinafter stated:

NOW, THEREFORE, THIS BUILDER AGREEMENT WITNESSETH AS FOLLOWS: -

- 1. That the parties agree that the Owners / First Party shall deliver vacant possession of the said property specifically mentioned in the schedule of the property at the foot of this deed to the Builder/ Second party immediately after the plans with respect to the development over the said property are approved/ sanctioned by the Lucknow Development Authority/ Development Authority, Lucknow.
- 2. The share of the Owners / First Party in the built-up area of the said property shall be 55% of the total built-up area, which shall stand distributed amongst the parties No.1 to 9 of the Owners / First Party in the ratio of their respective shares of ownership in the said land or as mutually settled amongst them. This 55% share of the Owners has been demarcated in the Ownership Floor sharing

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Plans which forms part of this Agreement as **Annexure-No. A.** However the exact measurements shall be derived once the final structure of the proposed building is constructed.

- The Owners shall allot 55% parkings to their respective clients/ parties or distribute amongst themselves as the case may be. These parkings have been shown in the Parking plan which form part of this Agreement as Annexure- No. B. However the marking of the parking shall be done after the completion of structure.
- 4. That the share of the Builder/ Second party in the entire builtup area shall be 45%.
- 5. That the Builder/ Second party through any of its partners shall be entitled to book, enter into agreement(s) to sell or execute sale deed(s) or transfer by way of lease(s) of otherwise in respect of their 45% total built-up area in the said property. This 45% share of the Builder has been demarcated in the Floor Plans which form part of this Agreement as Annexure-No. A.
- 6. Builder shall allot 45% parkings to their respective clients/ parties, which have been demarcated in the Parking plan which form part of this Agreement as Annexure No. B and receive its consideration from the Buyers or the prospective Buyers and to execute and register Deed or Deeds in respect thereto,

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exclusively. However the Builder shall not enter into any transaction of sale or otherwise in respect of 55% share of the Owners / First Party, i.e. Parties 1 to 9 in the total built up area without their written consent or concurrence.

- 7. That the Builder/ Second party have agreed to give an advance of Rs. 40 lakhs (Rupees Forty Lakhs) to the Owners / First Party as interest free refundable security, upon signing of the Builder Agreement and the same shall be refunded by the Owners / First Party to the Builder/ Second party on the completion of the project or in case of default, the same shall be appropriated adjusted in the share of the Owners / First Party in the built up area. However, the said advance amount of Rs. 40 lakhs (Rupees Forty Lakhs) to be paid as interest free refundable security to the owners shall be in the same proportion of their respective holdings in the said properties.
- 8. That the Developers which is a Partnership firm (M/s. Coronation Housing & Diligence) having three partners namely Mr. Rajesh Kumar Aggarwal S/o Mr. Bhupinder Lal Aggarwal, Mr. Bhupinder Lal Aggarwal S/o Late Shri Kasturi Lal Aggarwal & Mrs. Suman Aggarwal Wife of Mr. Bhupinder Lal Aggarwal, shall be entitled, jointly or severally, for sale/ mortgage/ hypothecation/ lease of the Developer's share, of 45% of the total built up area in the proposed building on the said lands

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and allot 45% parking to their respective clients/ parties, which is subject matter of this builder agreement, and also to receive advance/ consideration in respect of such 45% share from the buyers or the prospective buyers and to execute and register deed or deeds in respect thereto, exclusively. However the Builder shall part with the physical possession of their 45% share of the proposed built up area simultaneously along with handing over the physical possession of their 55% share of the proposed built up area to the Owners and not otherwise. The said Partnership, M/s. Coronation Housing and Diligence through its partners, shall be entitled to represent the Owners in front of all the government private departments/authorities as required for the development of the said project including procurement of NOCs, sanctioning of maps, registration of project in RERA, obtaining clearances and completion and occupancy certificates, by whatever name called, from all related departments/authorities and shall do all lawful acts & deeds. The Builder are a partnership Firm and any of its Partners shall be entitled to sign, execute and register documents as mentioned above or in this agreement for the purposes of development and completion of project over the said property. The said partnership firm shall be entitled to execute deed(s) or document(s), supplementary deed(s),

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correction deed(s) in respect of their 45% share in the built-up area so as to transact or convey appropriate legal rights therein in favour of Buyer(s) or Transferee(s).

- 9. That the Builder/Second Party have verified the photo copies and some original property related ownership documents before entering this Builder Agreement and the Owners/First Party have assured the Builder/Second party of their full cooperation in the said project and provide necessary documents or particulars or details relating to ownership or of the said property and if necessary to make themselves available for being personally present before the Authorities concerned as and when required for the purposes and in relation to the development and completion of the project under this deed over the said property. However all the Owners shall be responsible for their House Tax, Mutation in Nagar Nigam records.
- 10. That the indivisible portion left after the division of share in the proposed building, if any, shall be sold or purchased by either of the party herein and shall pay the amount in consideration thereof to the other party in whose share that indivisible portion lies as per the standard circle rate schedule specified by the District Magistrate, Lucknow.

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That as per section 2 (n) of The Real Estate (Regulation and 11. Development) Act, 2016 (hereinafter referred to 'RERA Act') the roof is included in the definition of the Common Areas of the project and Section 11(3)(f) of the RERA Act, the right to use the common areas has to be transferred to the Residents Welfare Association (owner association) of the building though the ownership of the roof shall continue with the Owners/First Party, as per law. In case, any further development above the roof is permitted in future by the concerned authorities then the Builder/ Second party shall have the pre-emptory right to develop the same and the Owners / First Party shall first offer the Builder/ Second party to develop the said further development on similar terms as laid down in this Builder Agreement. The Owners / First Party shall only engage a third party for the further development only if there is an express denial by the Builder/ Second party in writing. This denial shall be expressed in writing by the Builder/ Second party within 15 days of receipt of such written offer after which it shall be deemed that the Builder/ Second party have denied the Owners / First Party Offer and the Owners / First Party shall be at liberty to engage any 3rd party for such development.

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12. That the Builder/ Second party assure the Owners / First Party to develop the said land within the prescribed period along with permitted extensions as specified in the project sanction letter/sanctioned maps/plans/NOCs including time limit along with permitted extensions as permitted under RERA registration along with extensions for factors, reasons and circumstances beyond the control of the Builder/ Second party including labour strikes, steep increment of material cost, act of God, restraining order of court/authorities, war, civil commotion or any other unforeseen force majeure conditions and circumstances. However, the Builder/ Second party would try its level best to complete the said project at earliest preferably within thirty six months from the date of RERA registration and handover the peaceful and vacant possession of the said property subject to conditions mentioned hereinabove. Any other further delay due to the Builder/ Second party inability in completion of the proposed project beyond 36 months, except for any reasons as mentioned above shall attract a penalty of Rs.20000.00 per month to be paid by the Builder/ Second party to the Owners / First Party till the completion of the Project.

The construction of the basement is strictly meant for parking with allowance to construct storage areas in unusable

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part of the said basement and the same shall be subject to final approval of the authorities after submission of the maps.

- That the Builder-Second Party shall develop the said property 13. by raising construction for commercial and residential purposes. These residential Apartments shall comprise of four floors above the commercial floors. The parties agree that some of the portion of the land lies within the regulated area/restricted areas under the Archaeological Survey of India (ASI). It is expressly admitted and agreed by the Owners / First Party that they will condone all delays if occurred on the account of seeking permissions from the ASI while carrying on the execution of the works and shall not hold the builder first party liable for any delays, if occurred in execution of the work.
- That the design, layout and facade of the proposed 14. buildings/project shall be at the sole discretion of the Builder/Second party.
- That the Builder/ Second party shall bear all expenses of the 15. NOCs from all relevant departments and all construction expenses/costs whatsoever. However in case of any purchasable FAR that may be required to be purchased then the cost of the same shall be borne in ratio of Ownership of the proposed building.

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That the Owners/First Party shall pay the maintenance charges, 16. all other common area charges etc. as when defined and demanded by the Builder/ Second party as per their percentage share of the entire developed area prior to the handing over of the proposed project to the RWA/association of allottees. The Builder/ Second party shall provide Electrical connection of 5kw each to the Apartments falling in the share of the Owners / First Party and the Builder/ Second party shall charge them only the Security deposit payable to LESA/ MVVNL or the concerned authorities. The proportionate cost of Load Sanctioning, Transformer cost and panels for only the residential apartments, consisting of2nd, 3rd, 4th& 5th floor shall be borne by the Builder however the Builder/ Second party may charge the same to its Allottees/ Occupants, as per their share of 45%, as they deem fit for which the Owners / First Party shall have no objection whatsoever. The Electricity bill generated on all flats shall be paid by the Owners / First Party/ Builder/ Second party's as per their respective share or by their allottees/ buyers, as the case maybe, directly to the issuing authority. Thereafter, the Owners / First Party and the Builder/ Second party or their respective allottees, as the case may be, shall pay the maintenance charges and all other common

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- charges to the RWA/association of allottees/ Builder/ Second party after the completion of the project.
- That in the commercial built up area in 2 floors of the proposed 17. building i.e. Ground Floor and 1st Floor, all Electrical connection charges including cost of sanctioning of load and proportionate cost of Transformer and Panels etc. and its maintenance as per the Allottees/ Buyers requirement of Electrical load, maintenance charges including all other common area charges etc. as and when defined and demanded by the Builder/ Second party, shall be paid by the allottees themselves or the Owners / First Party in the respective shares as mentioned in Clause 1 above as the case maybe till the commercial area is sold or leased to any 3rd Party. The Electricity bill generated on Commercial area/s shall be paid by the Owners / First Party/ Builder/ Second party as per their respective share or by their allottees/ buyers, as the case maybe, directly to the issuing authority. Thereafter, the Owners / First Party and the Builder/ Second party or their respective allottees/ buyers, as the case may be, shall pay the maintenance charges and all other common charges to the RWA (Residents Welfare Association) /association of allottees/ Builder/ Second party as the case may be, after the completion of the project.

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- 18. That in case of demise of any of the Owner prior to the completion of the said proposed project, the successor in interest shall be bound by the covenants of this Builder Agreement and shall be duty bound to ratify this Builder Agreement and execute a fresh power of attorney in favour of the Builder/ Second party in terms of this Builder Agreement. In no way the successor shall oppose or challenge the development of the proposed project neither shall oppose nor challenge the covenants of this Builder Agreement hereafter.
- 19. That the Builder/ Second party shall not perform any violation of the sanctioned plans. However they may do additional construction apart from the sanctioned plans subject to its allowance by the competent authorities termed as "compoundable area" by them at their own cost and the compounded additional area if any shall be shared amongst the Builder and the Owners in the ratio of 45:55 as decided above in clauses 2 and 3 of this agreement.
- 20. That the Builder/ Second party shall provide Generator Electrical supply backup for common areas and the common facilities only, such as illumination of basement area, common lobbies, staircases and power supply backup for lifts, water pumps, fire pumps etc. The occupants/ allottees/ Owners / First Party of the residential areas shall arrange for their own

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individual battery inverter power backup facilities to be installed only within the precincts of their owned part as per their requirements at their own cost. However, occupants/Owners / First Party of the commercial area of the proposed project shall arrange and maintain at their own cost the silent power backup facility for their respective requirements including cost of silent power generation unit including their installation, running, maintenance etc. for which the RWA/ allottees of the residential apartments shall not be held liable at any cost. The occupants/Owners / First Party of the commercial area of the proposed project shall only install their silent power backup facility with the prior written consent of the Builder/ Second party.

- 21. That the Builder/ Second party assures the Owners / First Party that the raw material used in the proposed buildings shall be of good quality.
- 22. That in the event of any dispute(s) or difference(s) between the parties relating to the terms of the agreement, its construction, interpretation or work(s) therein, the same shall be referred to the arbitration of two agreed Arbitrators, namely, Sri Arun Khanna, Advocate, R/o C-16, H Park, Mahanagar, Lucknow, and Sri

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Brijesh Kumar Saxena, Advocate, resident of 16-01-02, Metrocity, Paper Mill compound, Lucknow, and both of the agreed Arbitrators by their mutual consent shall appoint a Presiding Arbitrator and the Award made by them shall be final and binding upon the parties, the provisions of the Arbitration &Conciliation Act, 1996 with statutory modification(s) from time to time shall apply to such arbitral proceedings. The venue shall be at Lucknow only and Courts at Lucknow, alone shall have jurisdiction to such proceedings. However, such disputes or arbitral proceedings shall not result in staying or stopping the construction activities on the Said Property.

- 23. That the parties agree that during the progress of the work, in future, if any, memorandum of understanding(s) or document(s)is executed between the parties in respect of the subject matter of this Agreement, the same shall form part of this Builder agreement.
- 24. That the Builder agree and undertake to indemnify and keep harmless, the Owners of any legitimate claims or demands made by their Clients with respect to the provisional sale bookings of built up area falling in their share, against the Vendors, Govt. or private agency

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deployed by them during the course of completion of the building with respect to the proposed project construction.

- 25. That the Builder shall be solely responsible and undertake to indemnify and keep harmless the Owners for all compliances ensuring due observance of and to follow all rules and regulations, bye laws in respect to hiring Contractors, skilled and unskilled labor, their staff, all PF, EPF & ESI related issues, violation of laws, labour, workman's compensation to be paid, if any, by their staff or contractors related to the project development and the builder shall also indemnify and keep the owners indemnified and harmless from and against III party claims and actions arising out any law.
- 26. That Ankur Prakash alias Ankur Bajpai (Party No. 8 of the First Part) son of Dr. C.P. Bajpai resident of A-1/5, Viswas Khand, Gomti Nagar, Lucknow have executed a General Power of Attorney, in respect of his share in aforementioned property, in favour of his mother Dr. (Mrs.) Veena Bajpai wife of Dr. C.P. Bajpai resident of A-1/5, Viswas Khand, Gomti Nagar, Lucknow, on 23.12.2011 which is duly registered in the office of Sub-

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Registrar-II, Lucknow at Bahi No. IV, Jild No. 354, on pages 189/198, at serial no. 820, dated 23.12.2011 and the same has not been revoked by Ankur Bajpai till today and the same is still in existence. In the same way Dr. (Mrs.) Sunita Seth wife of Late Shri Ajay Kumar Seth and her son Ravi Seth son of Late Shri Ajay Kumar Seth both resident of 130, Round hill road, Scarsdale, New York, U.S.A.-10583 (Party No. 5 & 6 of the first part) have executed a Power of Attorney, in respect of their share in aforementioned property, in favour of Mr. Ajeet Kumar Seth son of Late Ram Kishore Seth, resident of 4, Capper Road, Lalbagh, Lucknow at U.S.A. on 07.02.2020 and the same is duly stamped as per Indian Stamp Act on 06.06.2020 by superintendent of stamps, U.P. Lucknow. Similarly Mr. Vikram Seth, S/o Ajeet Kumar Seth R/o 4, Capper Road, Lucknow have executed a General Power of attorney in favour of his father Mr. Ajeet Kumar Seth S/o late Ram Kishor Seth R/o 4, Capper Road, Lucknow on 25.01.2012 which is duly registered in the office of Sub-Registrar-II, Lucknow at Bahi No. IV, Jild No. 358, on pages 325/336, at serial no. 79, dated 25.01.2012 and the same has not been revoked by Mr. Vikram Seth till today and the same is still in existence. On the basis of aforesaid mentioned two

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power of attorneys Mr. Ajeet Kumar Seth is executing this builder agreement for self and on behalf of Dr. (Mrs.) Sunita Seth, Ravi Seth and Vikram Seth. Mr. Amit Seth, (party no.9 of the first part) son of Vijay Kumar Seth have executed a General Power of Attorney in respect of his share in aforementioned property in favour of his father on 22.03.2012 and the same is duly registered in the office of sub-registrar (Class 2), Haveli, Pune, attorney serial power of Maharashtra, having no.3291/2012 dated 22.03.2012 and the same has not been revoked by Amit Seth till today and the same is still in existence and on the basis of said power of attorney Mr. Vijay Kumar Seth is executing this builder agreement for self on behalf of his son Mr. Amit Seth.

27. That the valuation of the said property, subject matter of this Builder Agreement, is as under: -

That the cost of the land, measuring 3665.70 sq.mtr. (39443 sq.ft.), Calculated @ Rs. 34500.00 per sq. mtr., (road 12 mtr. or above but below 18 mtr. wide), comes to Rupees 12,64,66,868=00. The total existing constructed area over the said plat of land is 511.710 sq. mtr. (5506 sq. ft.) And its value calculated @ Rs. 6300.00 per sq. mtr. (Taking 30 % depreciation on Rs. 9000.00

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per sq. mtr., comes to Rupees 32,23,773=00. The said construction is about 100 years old (B-grade, R.B.C. Construction). The said construction in dilapidated and ruined condition and not fit for residence purposes. In this way the net value of the property (land with building) comes to Rupees 12,96,90,641=00 on which a total stamp duty of Rs. 90,79,000=00 is being paid by the said partnership Firm/Builder by way of E-Stamp Certificate number IN-UP07502348679572S Dt. 18.03.2020 and in lieu of the above certificate new certificate Number IN-UP07657226658461S, issued on 08.06.2020. The existing building is pure residential. The property, Subject matter of this agreement, does not lie on any segment Road.

SCHEDULE OF PROPERTY

A piece of land, together with existing structure standing thereon, bearing Municipal No.121/030A(04), bearing Khasra No. 18, Mohalla Rakabganj, Lucknow (now also known as Lalbagh, Lucknow) having Area of 1 Bigha i.e. 27220 sq.ft. + 9,825 Sq.Ft. and also land admeasuring 2398 sq.ft., as mentioned herein above, thus totalling 39443 sq.ft. as also shown in the Site Plan annexed as **Annexure-C**, annexed to and forming part of this Builder Agreement, and the same is bounded below:

East :- Novelty Cinema

West:- U.P. Co-operative federation North:- 13.90 mtr. wide Capper Road

South :- Property of Novelty Cinema and thereafter

Crystal Flora Apartment

Rajesh Kennen Sett Vijay Kumar Sette Ajest Le Sete Veera Beppei

SCHEDULE OF PAYMENT

- 1. Dr. Rajesh Kumar Seth Party No.1- a sum of Rs.20,00,000/- vide Cheque No. 014203 dated 08.06.2020 Drawn on The Federal Bank Ltd., Cantt. Road, Lucknow.
- 2. Dr. Vijay Kumar Seth Party No.2- a sum of Rs.2,50,000/- vide Cheque No. 014204 dated 08.06.2020 Drawn on The Federal Bank Ltd., Cantt. Road, Lucknow.
- 3. Ajeet Kumar Seth Party No.3- a sum of Rs.2,50,000/- vide Cheque No. 014205 dated 08.06.2020 Drawn on The Federal Bank Ltd., Cantt. Road, Lucknow.
- 4. Vikram Seth Party No.4- a sum of Rs.2, 50,000/- vide Cheque No. 014206 dated 08.06.2020 Drawn on The Federal Bank Ltd., Cantt. Road, Lucknow.
- 5. Dr. (Mrs.) Sunita Seth– Party No.5- a sum of Rs.2, 50,000/- vide Cheque No. 014207 dated 08.06.2020 Drawn on The Federal Bank Ltd., Cantt. Road, Lucknow.
- 6. Ravi Seth Party No.6- a sum of Rs.2,50,000/- vide Cheque No. 014208 dated 08.06.2020 Drawn on The Federal Bank Ltd., Cantt. Road, Lucknow.
- 7. Dr. (Mrs.) VeenaBajpai— Party No.7- a sum of Rs.2,50,000/- vide Cheque No. 014209 dated 08.06.2020 Drawn on The Federal Bank Ltd., Cantt. Road, Lucknow.
- 8. Ankur Bajpai— Party No.8- a sum of Rs.2, 50,000/- vide Cheque No. 014210 dated 08.06.2020 Drawn on The Federal Bank Ltd., Cantt. Road, Lucknow.
- Amit Seth

 Party No.9- a sum of Rs.2,50,000/- vide Cheque No. 014211 dated 08.06.2020 Drawn on The Federal Bank Ltd., Cantt. Road, Lucknow.

Rojesh Klewin Selli Vijay Kumar Sette Ajut week Veene Bajpai

For CORONATION HOUSING & DILIGENCE

PARTNER

IN WITNESS WHEREOF, the Parties to this Builder agreement have, through the respective authorized representatives in sound disposition of mind, have signed and executed this Builder Agreement and affixed their hands on this the 08th day of June 2020, Lucknow.

Witnesses

1.

Mr. Neeraj Gupta S/o Mr. N.K. Gupta SS-1, Moti Jheel Colony, Aishbagh, Lucknow. 98390-29237

Ayah Kewon Seler 1. Dr. Rajesh Kumar Seth

Vijay Kumar Sett

2. Dr. Vijay Kumar Seth for self and on behalf of Amit Seth

April le set

3. Mr. Ajeet Kumar Seth for self and on behalf of Mr. Vikram Seth, Dr. (Mrs.) Sunita Seth and Mr. Ravi Seth

Veena Beppe

4. Dr. (Mrs.) Veena Bajpai for self and on behalf of Mr. Ankur Bajpai OWNERS/FIRST PARTY

2.

00 37. A418

Mr. Krishan Govind Tripathi S/o Ram Sanehi Triptahi R/o 11-J.C. bose Marg, Lalbagh, Lucknow. 9839806267

ORONATION HOUSING & DILIGENCE

PARTNER

Rajesh Kumar Aggarwal partner of M/s. Coronation **Housing and Diligence** Builder/Developer/Second Party

Typed By:

[Ram Sanehi]

Drafted By

[R.D. Awasthi]

Advocate Mob. 9415787839

विक्रय अनुबंध विलेख (बिल्डर)

बही स०: 1

रजिस्ट्रेशन स०: 4895

वर्ष: 2020

प्रतिफल- ० स्टाम्प शुल्क- १०७७००० बाजारी मूल्य - १२९६९१००० पंजीकरण शुल्क - १२९६९१० प्रतिलिपिकरण शुल्क - १६० योग : १२९७७००

श्री कोरोनेशन हाउसिंग पेड डेलीजिन्स , द्वारा पार्टनर श्री राजेश कुमार अग्रवाल पुत्र श्री भूपेन्द्र लाल अग्रवाल

व्यवसाय: व्यापार

निवासी: 15/4, मदन मोहन मालवीय मार्ग, लखनऊ

ने यह लेखपत्र इस कार्यालय में दिनाँक 10/06/2020 एवं 02:48:46 PM बजे निबंधन हेतु पेश किया।





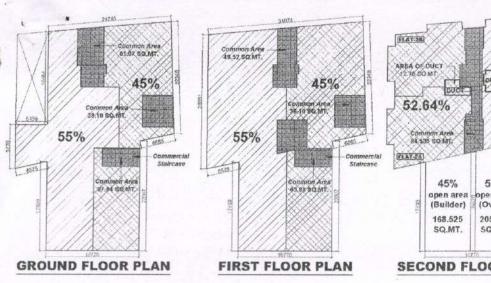
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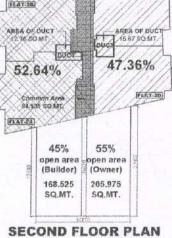
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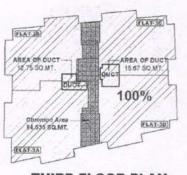
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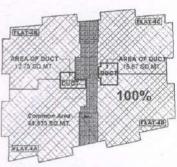
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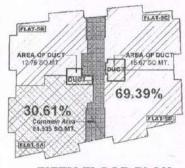












THIRD FLOOR PLAN

FOURTH FLOOR PLAN

FIFTH	151	00	R	PI	AN

SU	B-DIVISIO	N BETW	EEN OWNERS				
Sr. No.	FLOOR	OWNER	ALLOTTED AREA/FLAT				
1	GROUND FLOOR	PARTY-1	55 % COMMERCIAL AREA				
2	FIRST FLOOR	PARTY-2109	55 % COMMERCIAL AREA				
3	SECOND FLOOR	PARTY-1to 9	FLAT 2-D + 55% Terrace on 2nd Floo				
4	SECOND FLOOR	PARTY-1	FLAT - 2C				
5	THIRD FLOOR	PARTY-2109	FLAT - 3A,38,3C,3D				
6	FIFTH FLOOR	PARTY-1	FLAT - 58,5C,5D				

BUILDERS SHARE

GROUND & 1st FLOOR	45% ON EACH FLOOR-COMMERCIAL AREA						
FLATS	2A.2B,4A,4B.4C.4D.5A + 45% TERRACE on 2nd FLOOR						

LEGEND							
1/1/	OWNER'S AREA						
	BUILDER'S AREA						
	COMMON AREA						

AREA STATEMENT - Sub-division between owner and builder (in SQ.MT)

FLOOR	BUILT-UP AREA (870% Connects Area)		BUILT-UP AREA (Without Common Area)		COMMON AREA		AREA & PERCENTAGE (Owner) (Without (Owners Area))			AREA & PERCENTAGE (Builder)		
	AREA	UNIT	AREA	UNIT	AREA	UNIT	AREA	UNIT	PER. (%)	AREA	UNIT	PER. (%)
GROUND FLOOR	1039.079	SQ.MT.	912.263	SQ.MT.	126.816	SQ.MT	501.745	SQ.MT.	55.00	410.518	SQ.MT.	45.00
FIRST FLOOR	1145,905	SQ.MT.	994.399	SO.MT.	151.508	SQ.MT.	546,915	SQ.MT.	55.00	447.484	SQ.MT.	45.00
COMMERCIAL TOTAL (A)	2184.984	SQ.MT.	1906,662	SQ.MT.	278.322	SQ.MT.	1048,660	SQ.MT.	55.00	858.002	SQ.MT.	45.00
SECOND FLOOR	834,371	SQ.MT.	749.836	SQ.MT	84.535	SQ.MT	355.089	SQ.MT	47.36	394.749	SQ.MT.	52.64
THIRD FLOOR	855,404	SQ.MT.	770.869	SO.MT.	84.535	SQ.MT.	770.869	SQ.MT.	100.00		SQ.MT.	
FOURTH FLOOR	855,404	SQ.MT.	779.869	SO.MT.	84.535	SQ.MT.		SQ.MT.		770,869	SQ.MT,	100.00
FIFTH FLOOR	855,404	SO.MT.	770.869	SQ.MT.	84.535	SO.MT.	548.256	SQ.MT.	71.12	222.590	SO.MT.	28.88
RESIDENTIAL TOTAL (B)	3400.583	SQ.MT.	3062,443	SQ.MT.	338,140	SQ.MT.	1674.214	SQ.MT.	54.67	1388.208	SQ.MT.	45.33
GRAND TOTAL (A+B)	5585.567	SQ.MT.	4989.105	SQ.MT.	616,462	SQ.MT.	2722.074	SQ.MT.	54.80	2245.210	SQ.MT.	45.20

AREA STATEMENT - Sub-division between owner and builder (in SQ.FT)

FLOOR	BUILT-UP AREA		BUILT-UP AREA (Without Common Area)		COMMON AREA		AREA & PERCENTAGE (Owner) (Writtens Changes Area)			AREA & PERCENTAGE (Builder)		
	AREA	UNIT	AREA	UNIT	AREA	UNIT	AREA	UNIT	PER. (%)	AREA	UNIT	PER. (%)
GROUND FLOOR	11180.49	SQ FT.	9815.95	SQ.FT.	1364.54	SQ.FT.	5398.78	SO FT	55.00	4417.17	SO.FT.	45.00
FIRST FLOOR	12329.94	SQ.FT.	10699.73	SQ FT.	1630.20	SQ.FT.	5884.81	SQ.FT	55 00	4814.93	SQ.FT.	45.00
COMMERCIAL TOTAL (A)	23510.43	SQ.FT.	20515.68	SQ.FT.	2994.74	SQ.FT.	11283.58	SQ.FT.	55.00	9232.10	SQ.FT.	45.00
SECOND FLOOR	8977.83	SQ.FT.	8068.24	SQ.FT,	909,60	SO,FT.	3820.76	SQ FT	47.36	4247.50	SQ.FT.	52.64
THIRD FLOOR	9204.15	SQ.FT.	8294.55	SQ.FT.	909.60	SQ.FT	8294.55	SQ.FT.	100.00		SO.FT.	
FOURTH FLOOR	9204.15	SQ.FT.	8294.55	SQ.FT.	909,60	SQ FT.		SQ.FT.		8294.55	SO.FT.	100.00
FIFTH FLOOR	9204.15	SQ.FT.	8294.55	SQ.FT.	909.60	SQ.FT.	5899.23	SQ.FT.	71.12	2395,07	SQ.FT	28.88
RESIDENTIAL TOTAL (B)	36590.27	SQ.FT.	32951.89	SQ.FT.	3638.39	SQ.FT.	18014.54	SQ.FT.	54.67	14937,12	SQ.FT.	45.33
GRAND TOTAL (A+B)	60100.70	SQ.FT.	53467.57	SQ.FT.	6633.13	SQ.FT.	29298.12	SQ.FT.	54.80	24169.22	SQ.FT.	45.20

Note: - Open to Sky share on second floor will be 55% for owner & 45% for builder.

PROJECTS PROPOSED COMMERCIAL COMPLEX & GROUP HOUSING

ON PLOT NO 4 AT CAPPER ROAD, LALBAGH, LUCKNOW.

FOR

1. Dr. Rajesh Kumar Seth Tajesh Lumas Sell

2.Dr. Vijay Kumar Seth (for Self and Attorney Holder for Mr. Amit Seth)

Vijay Kumorsett

3.Mr. Ajeet Kumar Seth (for Self and Attorney Holder for Dr. (Mrs.) Sunita Seth,

Mr. Ravi Seth & Mr. Vikram Seth)

Veera Beyjan

4.Dr. (Mrs.) Veena Bajpai (for Self and Attorney Holder for Mr. Ankur Bajpai)

(Owners)

Lko. (Builders)

For Coronation Housing and Diligence

(Partner) ARCHITECT

MOND. SABA DIVE TITLE B. ARCH

AREA DISTRIBUTION 2.
 OF PROPERTY ON MUTUAL BASIS

ANNEXURE-A

point architects pvt. Itd. ARCHITECTS & INT. DESIGNERS FLAT No. 1, O. FLOOR, 4/46, ROYAL COURT WAZIR HASAN ROAD, LUCKNOW TO SEE THE PROPERTY OF THE PROPE श्री कृष्ण गोविन्द त्रिपाठी, पुत्र श्री राम सनेही त्रिपाठी निवासी: 11, जे॰सी॰ बोस मार्ग, लखनऊ

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार

व्यवसाय: नौकरी

लिए गए है । टिप्पणी : 0E.3. (Aura)





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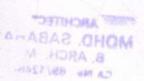
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लखनऊ

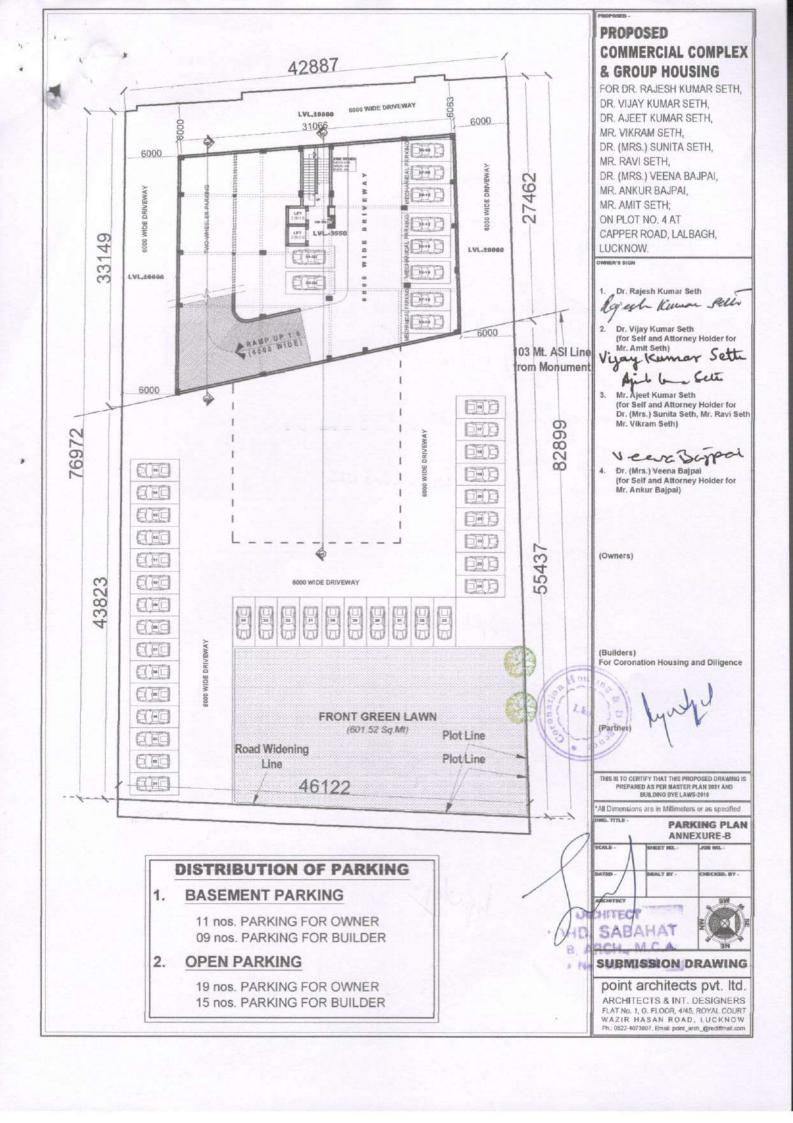
सन्त राम यादव . निबंधक लिपिक

प्रिंट करें









बही स०: 1

रजिस्ट्रेशन स०: 4895

वर्ष: 2020

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेता: 1

श्री डा॰ राजेश कुमार सेठ, पुत्र श्री हरि किशोर सेठ

निवासी: 702, कोरोनेशन बिजवा ईस्टेट, 28, पार्क रोड,

लखनऊ-226001

विक्रेता: 2 Rajish Kuman Selle





श्री डा॰ विजय कुर्मार सेठ स्वंय व मुख्तारआम अमित सेठ, पुत्र श्री स्व॰ राम किशोर सेठ

निवासी: 4, कैपर रोड, लालबाग, लखनऊ





विक्रेता: 3

श्री अजीत कुमार सेठ स्वंय व मुख्तारआम विक्रम सेठ, श्रीमती सुनीता सेठ व रवि सेठ, पुत्र श्री स्व॰ राम किशोर सेठ

निवासी: 4, कैपर रोड, लालबाग, लखनऊ

व्यवसाय: सेवानिवृत





श्रीमती डा॰ वीना बाजपेई स्वंय व मुख्तारआम अंकुर बाजपेई, पत्नी श्री डा॰ सी॰पी॰ बाजपेई

निवासी: 1/5, विश्वास खण्ड, गोमती नगर, लखनऊ

व्यवसायः सेवानिवृत

क्रेताः 1

विक्रेताः 4

Veeva DEM





श्री कोरोनेशन हाउसिंग एंड डेलीजेन्स, द्वारा पार्टनर श्री राजेश कुमार अग्रवाल पुत्र श्री भूपेन्द्र लाल अग्रवाल

निवासी: 15/4, मदन मोहन मालवीय मार्ग, लखनऊ

व्यवसायः व्यापार





ने निष्पादन स्वीकार किया । जिनकी पहचान

पहचानकर्ता: 1

श्री नीरज गुप्ता, पुत्र श्री एन०के० गुप्ता

निवासी: एस॰एस॰-1, मोती झील कालोनी, ऐशबाग, लखनऊ

व्यवसाय: नौकरी

पहचानकर्ता: 2







Rijesh llewar Pett

Dr. Vijay Kumar Seth (for Self and Attorney Holder for Mr. Amit Seth)

Ajoh les Selle

Mr. Ajeet Kumar Seth (for Self and Attorney Holder for Dr. (Mrs.) Sunita Seth, Mr. Ravi Seth and Mr. Vikram Seth)

Veera Dappai

Dr. (Mrs.) Veena Bajpai (for Self and Attorney Holder for Mr. Ankur Bajpai)

(Builders)

For Coronation Housing and Diligence

(Owners)

(Partner) ARCHITECT MOHO. SABAMA-B. ARCH. IV

CA.No - 89/1245

आवेदन सं०: 202000821021845

B ARCH. W

बही संख्या 1 जिल्द संख्या 23642 के पृष्ठ 301 से 362 तक क्रमांक 4895 पर दिनाँक 10/06/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीक्रण अधिकारी के हस्ताक्षर

श्रीमती कंचन मिश्रा -उप निबंधक : सदर द्वितीय लखनऊ 10/06/2020

