



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP07626120163640S
 Certificate Issued Date : 01-Jun-2020 03:45 PM
 Account Reference : SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUPSHCIL0109182525649557S
 Purchased by : NIRMAN
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : PART OF PLOT KHASRA NO-1196, VILLAGE-MADIAON.(GODIYAN PURWA), DISTT-LUCKNOW.
 Consideration Price (Rs.) :
 First Party : PUKHYA CONSTRUCTIONS PVT LTD
 Second Party : NIRMAN
 Stamp Duty Paid By : NIRMAN
 Stamp Duty Amount(Rs.) : 16,75,500
 (Sixteen Lakh Seventy Five Thousand Five Hundred only)



STAMP PAPER JESD
Sub Registrar IV
Sadar, Lucknow (U.P.)



Please write or type below this line

For Pukhya Constructions Pvt. Ltd.

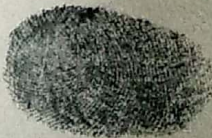
Moj Kan
Director

BUILDER AGREEMENT

Date of Execution : 03-06-2020
Place of Execution : Lucknow

For M/s NIRMAN

(Dinesh Kr. Rastogi)
Partner



RS 0001528953

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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.

ATTESTED



ATTESTED



Market Value : ₹ 2,39,30,981/-
Stamp Duty : ₹ 16,75,500/-
Ward : Jankipuram

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of land	: Residential
2.	Ward	: Ward Jankipuram
3.	Mohalla	: Village Madiakon (Godiyan Purwa), District Lucknow.
4.	Details of Property (Property No.)	: Part of Plot Khasra No. 1196
5.	Location Road	: Not on Segment Road
6.	Type of Property	: Plot
7.	Area of Property	: 2396.815 sq. meters
8.	Boundaries	: North : Other's Land South : 9 meter wide Road East : 18 meter wide Road thereafter Commercial Plot West : Khasra No. 1195

For Pukhya Constructions Pvt. Ltd.

Mangam
Director

For M/s NIRMAN

(Dinesh Kr. Rastogi)
Partner

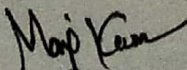
9.	No of persons in first part (1); No of persons in second part (1);	
10.	Details of First Party / Owner	Detail of Second Party / Builder
	M/s Pukhya Constructions Pvt. Ltd. a company incorporated under the Companies Act 1956 having its registered office at 532/Kha/136, Vidya Palace, Mehndi Tola, Kursi Road, Lucknow through its Director Sri Manoj Kumar Gupta son of Sri Kishan Lal authorised vide resolution dated 18-11-2018	M/s NIRMAN, a partnership firm carrying on business at 33-Havelock Road, City Lucknow, through it's Managing Partner Shri Dinesh Kumar Rastogi Son of Late Shri Ram Krishna Rastogi.

THIS BUILDER AGREEMENT IS EXECUTED BETWEEN M/s Pukhya Constructions Pvt. Ltd. a company incorporated under the Companies Act 1956 having its registered office at 532/Kha/136, Vidya Palace, Mehndi Tola, Kursi Road, Lucknow through its Director Sri Manoj Kumar Gupta son of Sri Kishan Lal authorised vide resolution dated 18-11-2018 of the First Part (hereinafter referred to as "Owner / First Party").

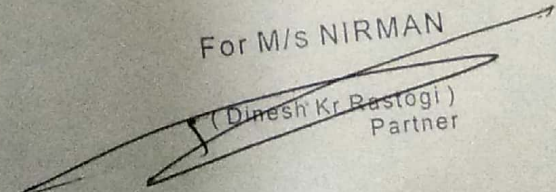
AND

M/s NIRMAN, a partnership firm carrying on business at 33-Havelock Road, City-Lucknow, through it's Managing Partner Shri Dinesh Kumar Rastogi Son of Late Shri Ram Krishna Rastogi (hereinafter referred to as the "Builder/Second Party").

For Pukhya Constructions Pvt. Ltd.


Director

For M/s NIRMAN


(Dinesh Kr Rastogi)
Partner

PHOTOGRAPH OF

Part of Khasra No. 1196 situate at Village Madiakon (Godiyan Purwa),
District Lucknow.



For Pukhya Constructions Pvt. Ltd.

Mansu Kumar
Director

FIRST PARTY / OWNER

For M/s NIRMAN

(Dinesh Kr. Rastogi)
Partner

SECOND PARTY / BUILDER

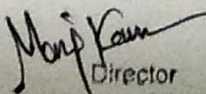
WHEREAS the First Party had purchased the Plot Khasra No. 1196 measuring about 0.5220 Hectare situate at Village Madiakon (Godiyon Purwa), Ward Jankipuram, District Lucknow from M/s Friends Sahkari Awas Samiti Ltd. Lucknow vide registered Sale Deed dated 04-08-2006 registered in Photostat Book No. I Khand 1399 Pages 35/96 at No. 3911/06 on 05-08-2006 in the office Sub-Registrar, Bakshi Ka Talab, Lucknow ;AND

WHEREAS after purchasing the said land the First Party got converted the said Agricultural land into Non Agriculture from Assistant Collector (Ist Class), Bakshi Ka Talab, Lucknow, under Section 143 of U.P.Z.A.L.R. Act, vide its Order dated 03-03-2008 passed in Case No. 84/07-08 (Pukhya Construction Pvt Ltd Vs State of U.P.) ;AND

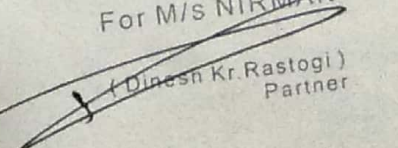
WHEREAS the First Party and the Second Party have already entered into a registered Builder Agreement dated 25-02-2019 with respect to the Part of Khasra No. 1196 situate at Village Madiakon (Godiyon Purwa), District Lucknow measuring 802.145 sq. meter for plinth area of the Building which is registered in Book No. I Volume 17128 Pages 51/86 at No. 2668 on 25-02-2019 in the office of Sub Registrar-IV, Lucknow ;AND

WHEREAS as per clause 8 of the said Builders Agreement dated 25-02-2019 it was agreed between the parties that the open un-constructed land on the plot shall belong and remain exclusive property of the First party and the same shall not be encroached by the Second party making any construction thereon; AND

For Pukhya Constructions Pvt. Ltd.


Director

For M/s NIRMAN


(Dinesh Kr. Rastogi)
Partner

WHEREAS on the request of the Second Party, the First Party agreed to allow the Second Party construct and use the said Part of Plot Khasra Nò. 1196 measuring about 2396.815 sq. meters situate at Village Madiakon (Godiyan Purwa), Ward Jankipuram, District Lucknow for parking and common facilities for the Building ;AND

WHEREAS now the First Party in order to derive optimum utility from the said project intended to allow the Second Party for parking and common facilities for the Building measuring about 2396.815 sq. meter;

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

WHEREAS the Second party who is a reputed Developers /Builders has 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 BUILDER AGREEMENT WITNESSETH AS UNDER :

1. That the Owner /First Party shall make available a clear part of the demised property measuring 2396.815 sq. meter land for parking and common facilities of the Building to be carried out by the builders.
2. That the building plans for the proposed building has already been sanctioned and all the NOCs towards the same have been taken by the owner / first party from the competent authorities, in future any demand raises by any competent authorities regarding sanction of plan shall be sole responsibility of the owner / first party.

For Pukhya Constructions Pvt. Ltd.

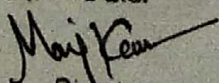
Manoj Kumar
Director

For M/s NIRMAN

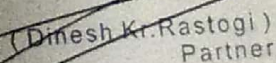
(Dinesh Kr. Rastogi)
Partner

3. That all the NOCs to be taken at the time of completion of Building shall be the responsibility of the builder.
4. That however the cost to be incurred towards obtaining the completion certificate shall be borne in proportionate ratio between First Party / Owner and Second Party / Builder i.e. 45% and 55% ratio.
5. That the builders/second party will develop the area appurtenant to the residential building with the plan or plans duly approved and signed by Owner and will develop site, roads and parking area with its own resources and finances accordingly. The builders 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 builders/second party, their agent, workmen constructions, chowkidar etc. on the request of the builders/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 builders through this agreement themselves 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

For Pukhya Constructions Pvt. Ltd.


Director

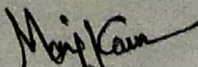
For M/s NIRMAN


(Dinesh Kr. Rastogi)
Partner

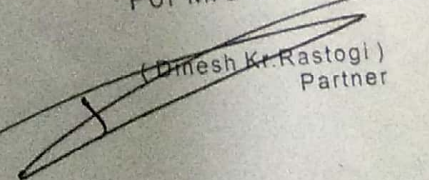
the completion of the project so as to enable the builders to effectually complete the said project under this agreement.

6. That the entire amount required for carrying out development and completion of said project including the cost of generator, water lifting pumps & charges and fees of the architect and all other statutory fees or charges or demands shall be met by builders/ second party only.
7. That the builders have 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 builder agreement dated 25-02-2019, 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, communal riots or reasons mentioned above period the construction shall remain suspended as such accounts. However the builder shall be entitled to an extension of six months as grace period.
8. That the Owner and builders have entered into this agreement purely on a principal basis and nothing stated herein shall be deemed to or construed as a partnership between and Owner nor

For Pukhya Constructions Pvt. Ltd.

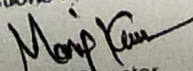

Director

For M/s NIRMAN


(Dimesh Kr. Rastogi)
Partner

- shall the builders and the Owner in any manner constitute an association of person(s).
9. That it is hereby agreed by the Owner and the builders that they shall directly, meet out their respective taxation liabilities and other financial liabilities as may be applicable to them, personally and respectively.
 10. That it is agreed that the terms of this agreement can be altered or modified by way of supplementary or unregistered agreements by mutual consent of both parties.
 11. That the entire expenses for execution and registration of this builder agreement including typing charges, stamp duty registration fees and other miscellaneous expenses shall be borne by the First Party / Owner and Second Party / Builder as per their respective share i.e. 45% and 55%.
 12. That if there is any claim, demand, tax, liability or any other court order, whatsoever against the 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.
 13. That all the taxes, in respect of the said property including revenue liabilities or other charges upto the date of this agreement shall be borne and paid by the First Party.
 14. That the Builder shall get the project registered with RERA.

For Pukhya Constructions Pvt. Ltd.


Director

For M/s NIRMAN


(Dinesh Kr Rastogi)
Partner

15. That the builders shall engage Architects, Engineers, Labourer and workman etc, in their own name and also procure, purchase materials etc. for development etc. in their own name and the Owner shall have no liability either financial or of any kind in these regards.
16. That the parties undertake not to do any act which may in any manner, contravene the terms of this agreement respecting the above property.
17. That the First Party shall not claim any amount for the said property and it shall be used by the prospective buyers of the Building for their common facilities / parking etc.
18. That this builder agreement shall always remain part and parcel of the registered Builder Agreement dated 25-02-2019.
19. That the plot subject matter of this agreement is situated at Village Madiakon (Godiyan Purwa), Ward Jankipuram, District Lucknow which is not on main Segment Road. Hence the valuation of the land is calculated as per residential rate. There is no construction on the said plot of land.
20. That the subject matter of this deed having total area of the plot of land is 2396.815 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 ₹ 11,000/- per square meter
		=	₹ 1,10,00,000/-
	10% extra value for two side road	=	₹ 11,00,000/-

For Pukhya Constructions Pvt. Ltd.

Mang Kumar
Director

For M/s NIRMAN

(Dinesh Kr. Rastogi)
Partner

b)	Balance Area of Land	=	1396.81 sq. meter x ₹ 7,700/- (₹ 11,000 - 30% = ₹ 7,700)
		=	₹ 1,07,55,437/-
	10% extra value for two side road	=	₹ 10,75,544/-
	Total Value of the Land	=	₹ 2,39,30,981/-

Thus the total value of land comes to ₹ 2,39,30,981/-, consequently the stamp duty of ₹ 16,75,500/- has been paid on the market value of property vide E-Stamp Certificate No. IN-UP07626120163640S DATED 01-JUN-2020.

21. 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.
22. That the identification of the parties has been done on the basis of the documents provided by them.

SCHEDULE OF PROPERTY

Part of Plot Khasra No. 1196 measuring about 2396.815 sq. meters situate at Village Madiakon (Godiyan Purwa), Ward Jankipuram, District Lucknow and bounded as under :-

North : Other's Land
South : 9 meter wide Road
East : 18 meter wide Road
thereafter Commercial Plot
West : Khasra No. 1195

For Pukhya Constructions Pvt. Ltd.

Director

For M/s NIRMAN

(Dinesh Kr. Rastogi)
Partner

आवेदन सं०: 202000821021029

विक्रय अनुबंध विलेख (बिल्डर)

वर्ष: 2020

बही सं०: 1

रजिस्ट्रेशन सं०: 3622

प्रतिफल- 0 स्टाम्प शुल्क- 1675500 बाजारी मूल्य - 23931000 पंजीकरण शुल्क - 239310 प्रतिलिपिकरण शुल्क - 80 योग : 239390

श्री मे. निर्माण द्वारा
दिनेश कुमार रस्तोगी अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व. राम कृष्ण रस्तोगी
व्यवसाय : व्यापार
निवासी: 33-हैवलेक रोड, सिटी-लखनऊ



श्री, मे. निर्माण द्वारा

दिनेश कुमार रस्तोगी अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 05/06/2020

एवं 02:21:51 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

बृजेश पाठक

उप निबंधक :सदर चतुर्थ

लखनऊ

05/06/2020

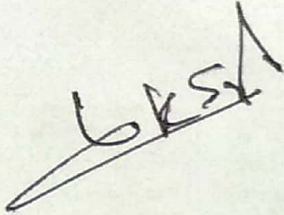
निबंधक लिपिक



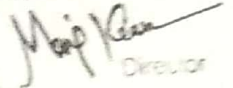
IN WITNESS WHEREOF the parties have put their respective signatures on this Builder Agreement on the date month and year first above written in the presence of following witnesses.

WITNESSES :

1.



For Pukhya Constructions Pvt. Ltd.


Director

(Brijesh Kumar Singh)
Advocate
Civil Court, Lucknow

FIRST PARTY
PAN - AADCP8062F

2.



For M/s NIRMAN


(Dinesh Kr. Rastogi)
Partner

(Neeraj Singh)
S/o Sri Maan Singh
R/o Jiamau, Hazratgani,
Lucknow

SECOND PARTY
PAN - AAAFN8751B

Drafted by :



(Arun Khanna)
Advocate
Civil Court, Lucknow.

Composed by :



(Amit Kumar Singh)

आवेदन सं०: 202000821021029

बही सं०: 1

रजिस्ट्रेशन सं०: 3622

वर्ष: 2020

निष्पादन लेखपत्र वाद सुनने व समझने मजमुल व प्राप्त धनराशि रु प्रलेखानुसार उक्त

विक्रेता: 1

श्री मे. पुख्य कंस्ट्रक्शन्स प्रा. लि. द्वारा निदेशक मनोज कुमार गुप्ता, पुत्र श्री किशन लाल
निवासी: कार्यालय-532/ख/136 विद्या पैलेस, मेहंदी टोला,
कुर्सी रोड, लखनऊ

व्यवसाय: व्यापार

क्रेता: 1



श्री मे. निर्माण के द्वारा दिनेश कुमार रस्तोगी, पुत्र श्री स्व.
राम कृष्ण रस्तोगी

निवासी: 33-हैवलेक रोड, सिटी-लखनऊ

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री बृजेश कुमार सिंह, एडवोकेट

निवासी: सिविल कोर्ट, लखनऊ

व्यवसाय: वकालत

पहचानकर्ता: 2



श्री नीरज सिंह, पुत्र श्री मान सिंह

निवासी: जियामऊ, हजरतगंज, लखनऊ

व्यवसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

बृजेश पाठक

उप निबंधक : सदर चतुर्थ

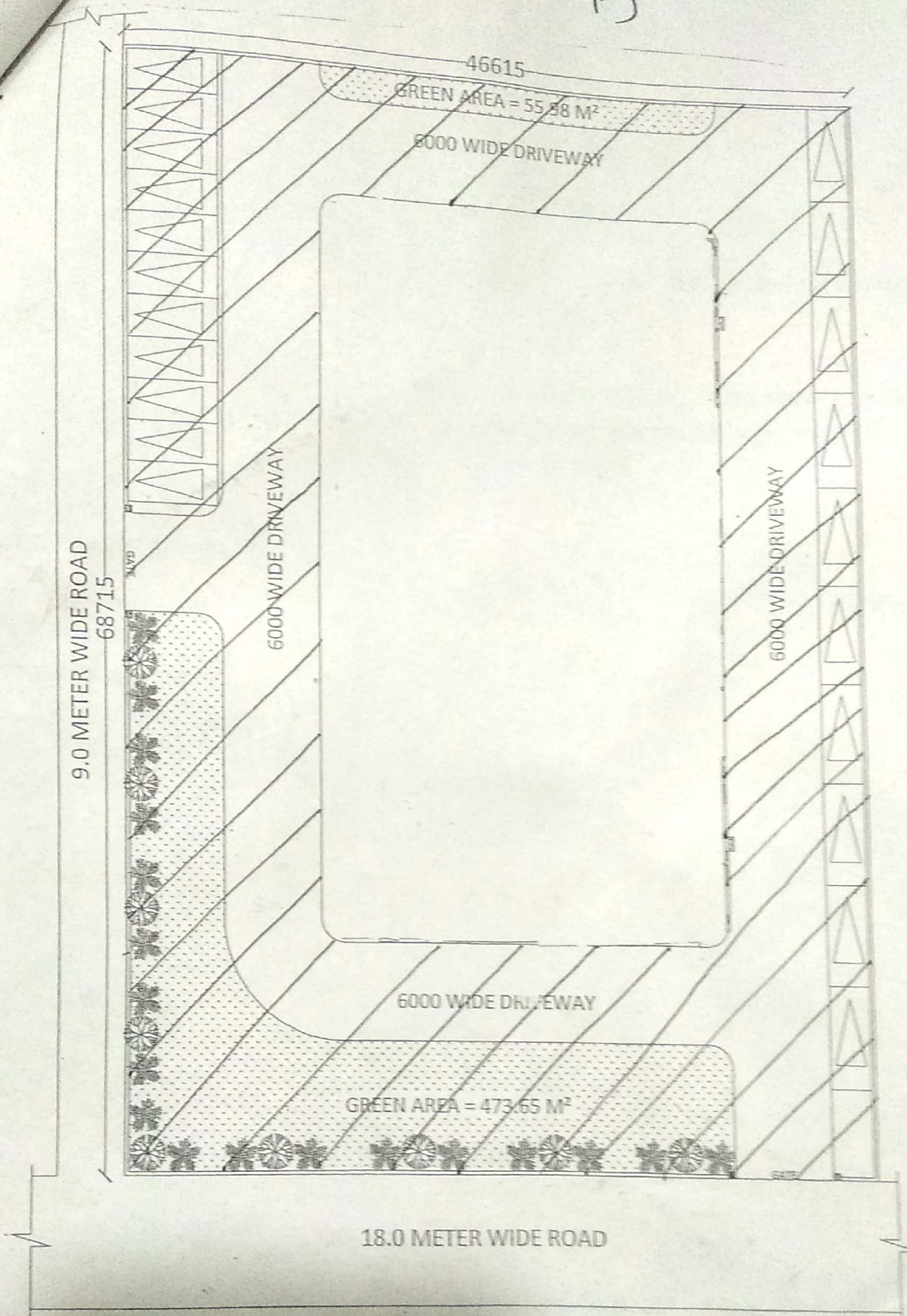
लखनऊ

निबंधक लिपिक

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी:

(Proposed Map)



For Pukhya Constructions Pvt. Ltd.

Moj Kan

For M/s NIRMAN

(Dinesh Kr. Rastogi)
Partner

आवेदन सं०: 202000821021029

बही संख्या 1 जिल्द संख्या 18211 के पृष्ठ 33 से 58 तक क्रमांक
3622 पर दिनांक 05/06/2020 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Baba

बृजेश पाठक

उप निबंधक : सदर चतुर्थ

लखनऊ

05/06/2020

