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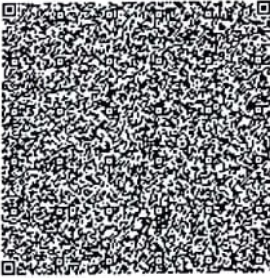
INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

126/18 LAXMI SINGH
Stock Holding Corporation of I. Ltd.
ALLAHABAD BRANCH

Authorized Signatory
09/01/2018

Certificate No. : IN-UP04038079544403Q
Certificate Issued Date : 09-Jan-2018 02:57 PM
Account Reference : SHCIL (FI)/ upshcil01/ ALLAHABAD1/ UP-AHD
Unique Doc. Reference : SUBIN-UPUPSHCIL0104861683197501Q
Purchased by : S AHMAD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : PART OF LAND IN RESPECT OF UPVIBHAJIT F.H PLOT No.18/4
AND 18/3 DRUMOND ROAD ALLD. More Details As Per Deed
Consideration Price (Rs.) :
First Party : SHANTANU RAJVANSHI S O NEMI SARAN
Second Party : Ms Sai Dham Enclave Thru CEO Rajesh Kumar Gupta And Other
Stamp Duty Paid By : Ms Sai Dham Enclave Thru CEO Rajesh Kumar Gupta And Other
Stamp Duty Amount (Rs.) : 13,27,500
(Thirteen Lakh Twenty Seven Thousand Five Hundred only)



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VO 0006813382

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.



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[2]



BUILDERS AGREEMENT

This Builders Agreement is made on this 9th day of January, 2018.

BETWEEN

1. Shri Shantanu Rajvanshi (AADHAR No. 504357908497, PAN No. ACTPR8150P & Mob No. 9935502320) s/o Late Shri Nemi Saran r/o 13, Drummond Road, Allahabad, Post Office Head Post Office, Allahabad (hereinafter, called "The land owner" which expression will always mean and include their Legal heirs, successors, legal representatives, executors, nominees and assignees of the one part).

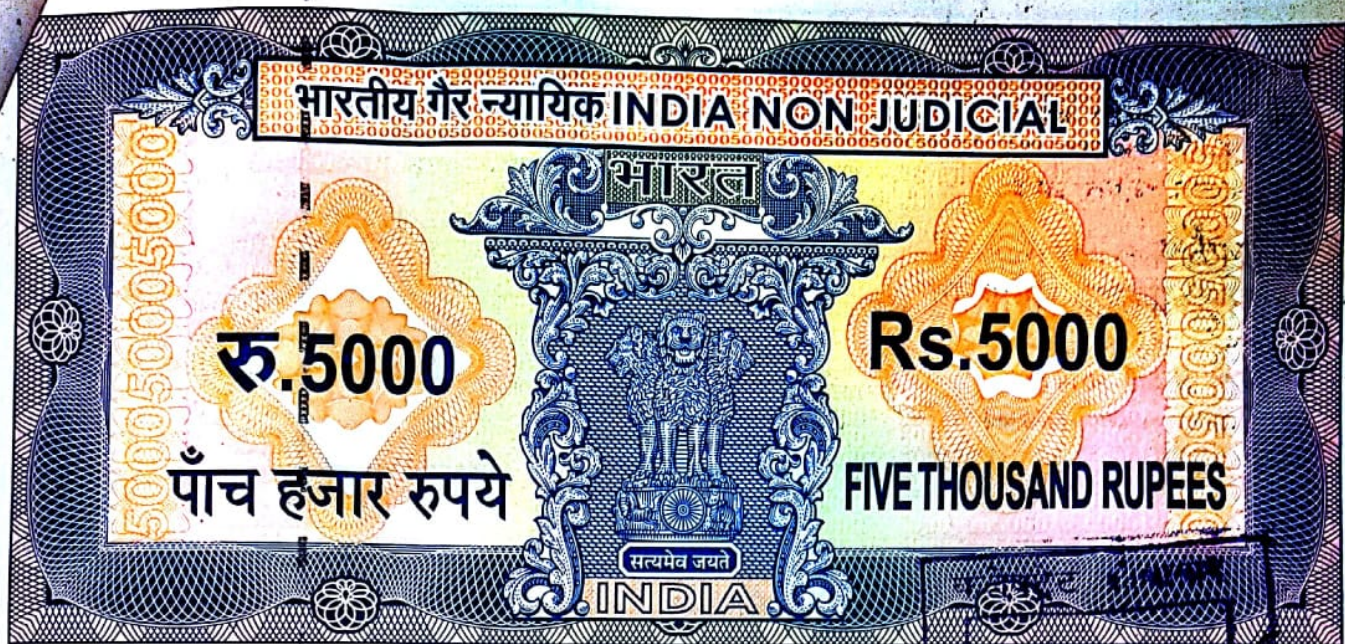
AND

2. M/S Sai Dham Enclave (PAN No. ADAFS3750Q) a partnership firm having its registered office at 12/16 Mayo Road, Allahabad through its Chief Executive Officer Sri Rajesh Kumar Gupta (AADHAR No. 464341627587, PAN No. ACLPG6466H & Mob No. 9415218553) S/o Shri R P Gupta, R/o 21/19 Mayo Road, Allahabad and its Partner Shri Sudhanshu Jaiswal (AADHAR No. 207016954871, PAN No. AEPPJ8481H & Mob No. 9935353800) s/o Shri Padum Narayan Jaiswal r/o 282, Nai Basti Kydganj, Allahabad (hereinafter, called "The Builder") which expression will always mean and include its successors, nominees and assignees in whatsoever form on the other part).

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[3]

WHEREAS The Land Owner and The Builder had signed a Memorandum of Understanding (MOU) on 7th March, 2016 with regard to various factors inter-se for understanding between them and further to which, NOW, this builder agreement is being executed.

WHEREAS The Secretary of State for India in Council executed a lease deed dated 9-8-1912 registered in Bahi No. 1 Zild No. 341 in pages 20 at serial No. 1264A on 10-9-1912 in favour of Shri ADVQ Blanket of Nazul Plot No. 18 Hastings Road, Civil Station, Allahabad having an area of 2 Acre 2750 Sq. Yards = 12425.00 Sq. Yards = 10388.54 Sq. Meters for a total term of 90 years.

WHEREAS District Magistrate Allahabad vide order dated 14-4-1959 transferred the said Nazul Plot No. 18 Hastings Road, Allahabad in favour of Smt. Sudha Chauhan and vide order dated 16-09-1961 a part portion of the said Nazul Plot No. 18, Hastings Road, Allahabad measuring 2563.00 Sq. Yards in favour of Shri Kashi Prasad Gupta vide sale deed dated 19-09-1961. Shri Kashi Prasad Gupta died and he was inherited by her daughter Smt. Sheela Gupta for his area of 2563.00 Sq. Yards.

AND WHEREAS vide lease deed dated 20-12-1991 the lease of the said plot was renewed in favour of Smt. Sheela Gupta and Smt. Sudha Chauhan.

AND WHEREAS Smt. Sheela Gupta applied for freehold a part portion of 950.74 Sq. Meters = 1137.11 Sq. Yards out of her total area of 2563.00 Sq. Yards of Nazul Plot No. 18, Hastings Road, Allahabad and it was allowed as Upvibhagit Freehold Nazul Plot No. 18/3 and was declared freehold vide freehold deed dated 31-3-2005 registered in Bahi No. 1 Zild No. 4989 in pages 119 to 152 at Serial No. 1933 dated 31-3-2005.

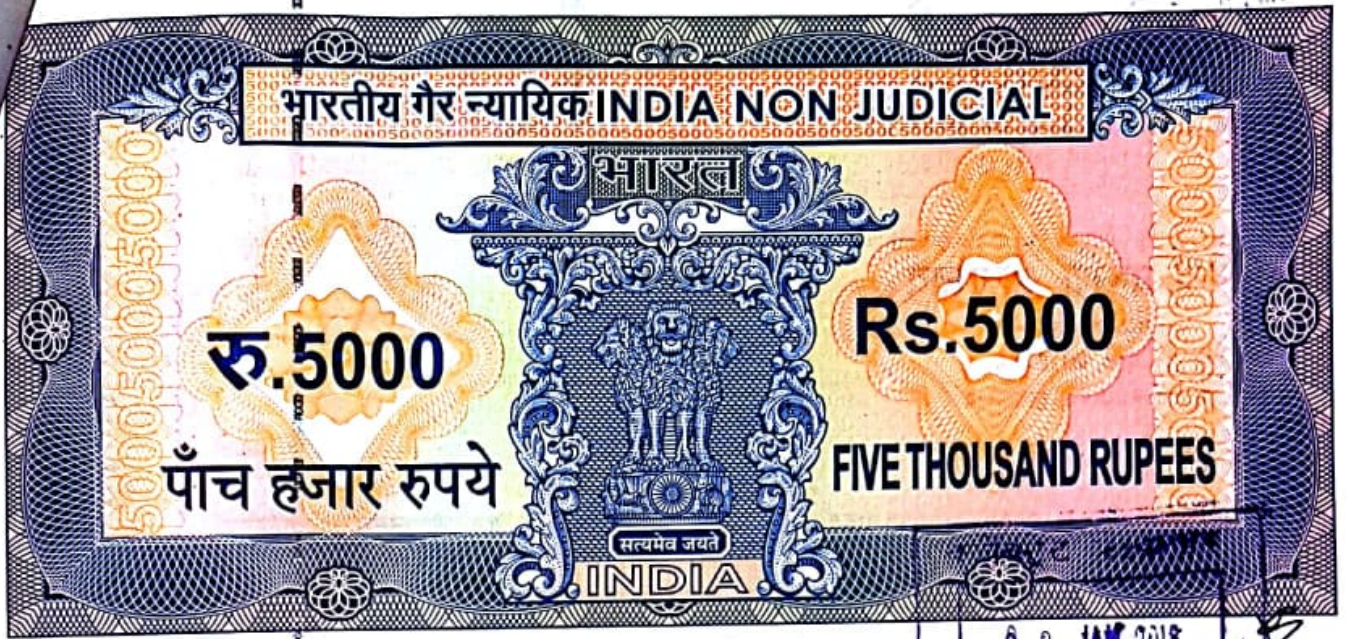
AND WHEREAS vide sale deeds executed by Smt. Sheela Gupta in favour of persons as per the following:-

- A. 109.41 Sq. Meters vide sale deed dated 8-11-2005 in favour of Smt. Rekha Pandey, Smt. Shalini Pandey and Smt. Neelam Pandey.

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B. 80.297 Sq. Meters vide sale deed dated 2-4-2005 in favour of Shi Ghanshyam Tripathi and Shri Vinod Tripathi.

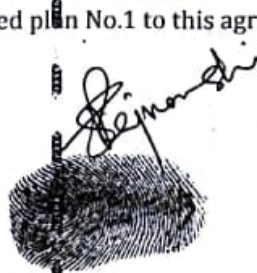

AND WHEREAS now Smt. Sheela Gupta was left with an area of 761.033 Sq. Meters only. Smt. Sheela Gupta died on 26-7-2010 and she was inherited by her Son Shri Shantanu Rajvanshi and his name is recorded in the Nagar Nigam records as House No. 13 Old and 24 New, Drummond Road, Allahabad.

AND WHEREAS similarly Smt. Sheela Gupta nominated her Son Shri Shantanu Rajvanshi for freehold a part portion of 265.35 Sq. Meters out of her total area of 2563.00 Sq. Yards of Nazul Plot No. 18, Hastings Road, Allahabad and it was allowed as Upvibhajit Freehold Nazul Plot No. 18/4 and was declared freehold vide freehold deed dated 31-3-2005 registered in Bahi No. 1 Zild No. 4959 in pages 153 to 186 at Serial No. 1934 dated 31-3-2005.

AND WHEREAS Shri Shantanu Rajvanshi vide sale deed dated 04-12-2005 for an area 173.052 Sq. Meters out of 265.35 Sq. Meters in favour of Kumari Urmila Sharma d/o Late. Jagdish Sharan Sharma and now Shri Shantanu Rajvanshi is left with 92.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad.

AND NOW Shri Shantanu Rajvanshi has become the owner in possession of 92.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad and 761.033 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/3, Drummond Road, Allahabad and combined numbered as House No. 13 Old and 24 New, Drummond Road, Allahabad for total Area of 853.331 Sq. Meters.

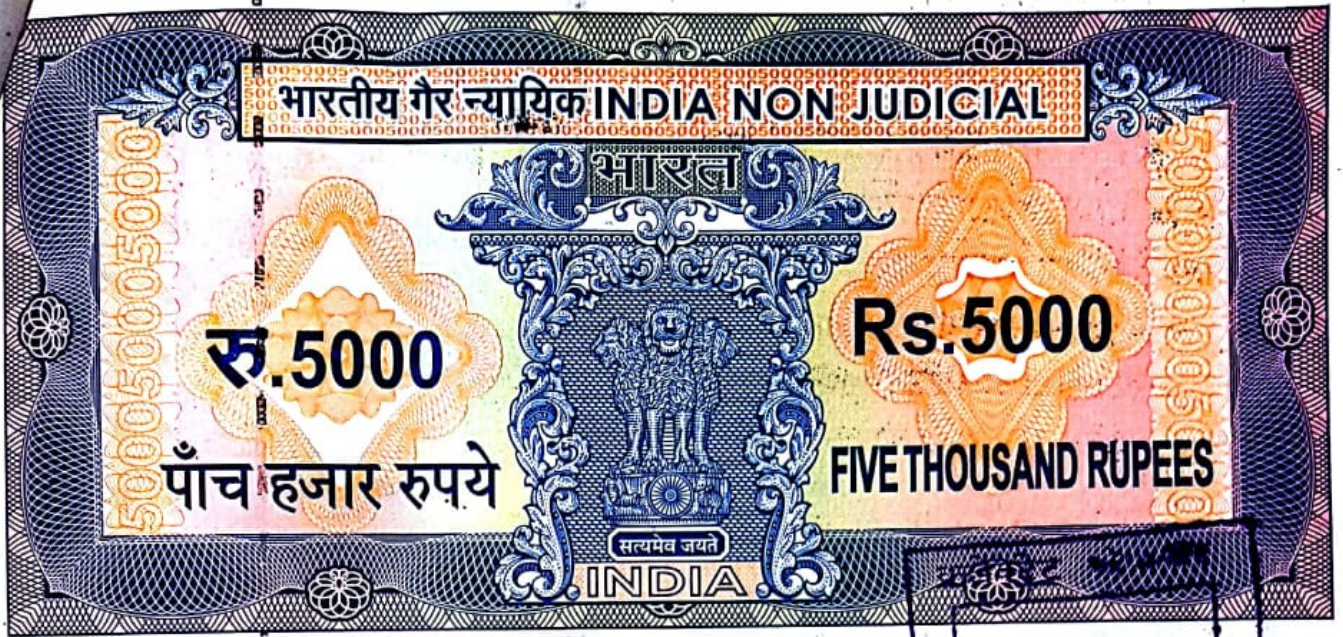
AND WHEREAS the land owner is interested to develop the property as a residential complex over their aforesaid plot measuring area 853.331 Sq. Meters (Eight Hundred Fifty Three point Three Hundred Thirty One Square Meters) which has been more fully described at the end of this deed and also shown to be bounded by red lines in the annexed plan No.1 to this agreement.









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AND WHEREAS the builder approached the land owner and offered to develop a Residential complex as duly approved and sanctioned by the relevant Government authorities at the builders own risk, cost, investment and money over their aforesaid plot measuring area Eight Hundred Fifty Three point Three Hundred Thirty One Square Meters and having being sanctioned a covered area of **405.811 Sq. meters** only on which the total construction is to be carried out and rest is being left open which has been more fully described at the end of this deed. The Builder is duly registered under the provisions of The Indian Partnership Act of 1932 registered with sub-registrar Sadar in Bahi No. 4 Zild No. 432 in pages 87 to 122 at serial No. 183 dated 07-04-2016 as well as under the Income Tax and its PAN No. is ADAFS3750Q.

AND WHEREAS the land owner has agreed and accepted the proposal of the builder represented by its C.E.O. Sri Rajesh Kumar Gupta for the development of a residential complex at the Builders own risk, cost, investment and money on the said on the terms and conditions given hereinafter.

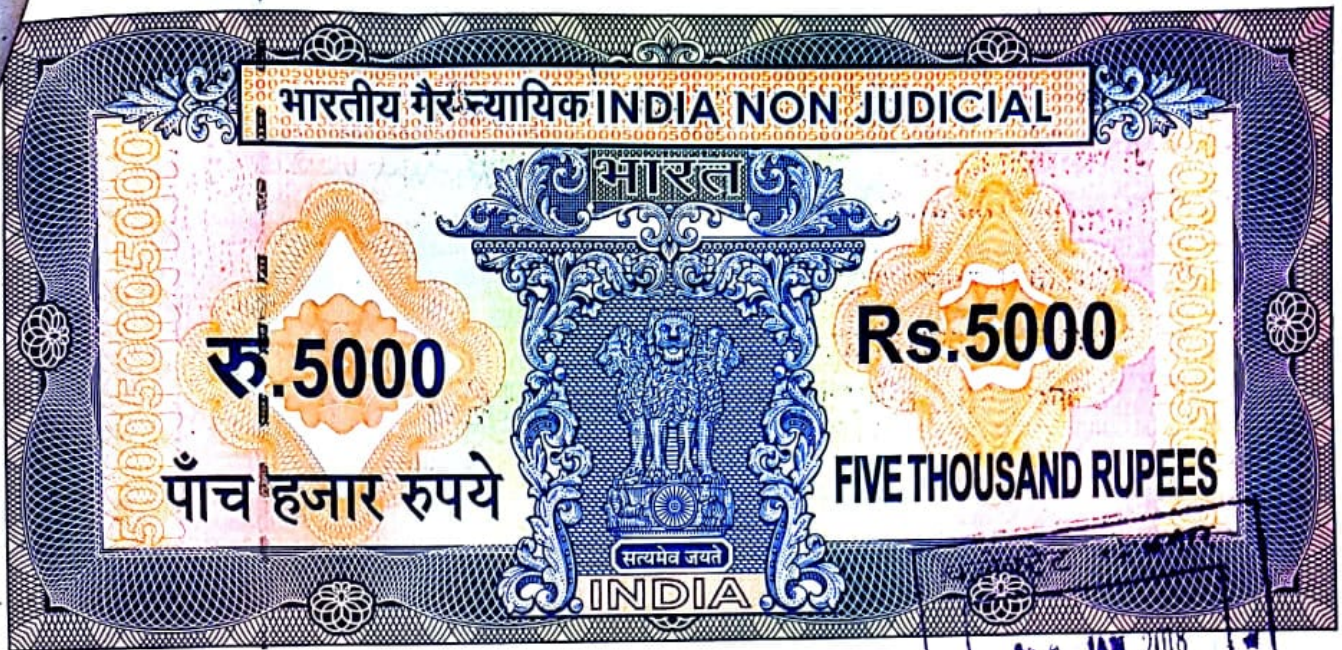
NOW THE PARTIES HERETO COVENANT AS UNDER:-

1. That the land owner does hereby declare that 92.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad and 761.033 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/3, Drummond Road, Allahabad and combined numbered as House No. 13 Old and 24 New, Drummond Road, Allahabad for total Area of Eight Hundred Fifty Three point Three Hundred Thirty One Square Meters, and having being sanctioned a covered area of **405.811 Sq. Meters** only on which the total construction is to be carried out and rest is being left open, boundaries described at the end of this deed and shown by Red Lines in the annexed map, is exclusively owned and possessed by him and is free from any encumbrances, lien or charges.

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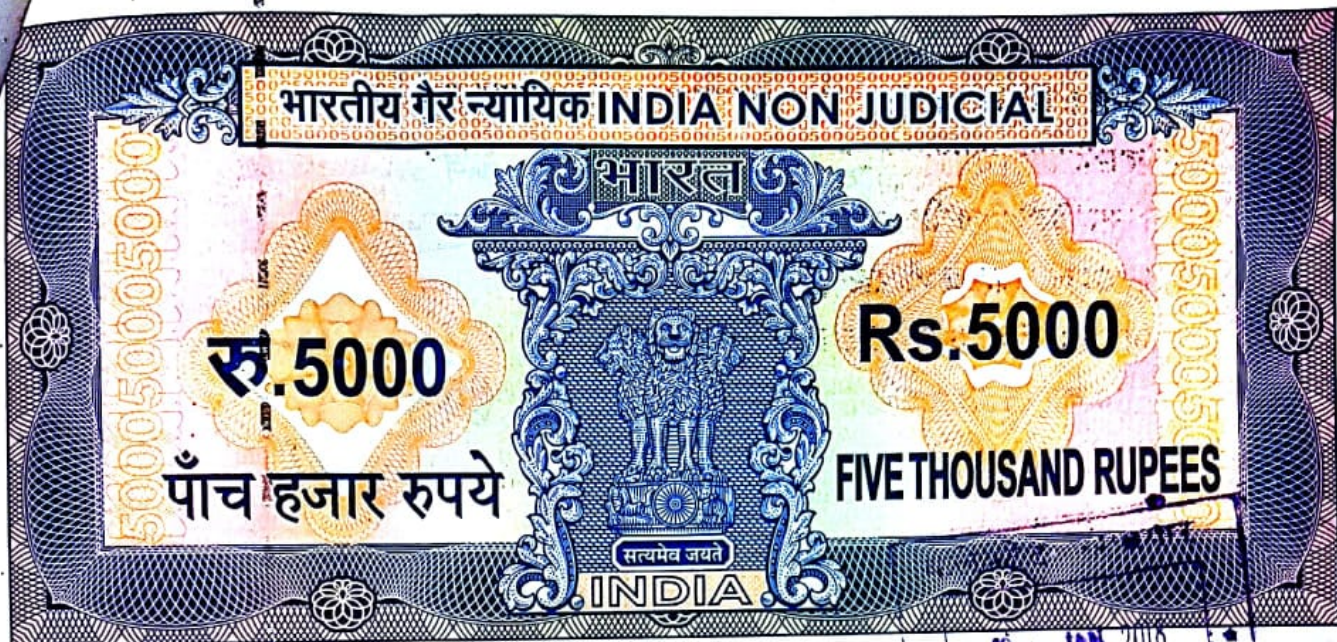
[6]

2. That it is hereby specifically agreed by the parties to this agreement that, subject to all sanctions and approvals by all concerned Government agencies / authorities in this regard vide Building Permission Letter No. 28/Pra.Aa. (Ta.Sa.-1)/Zone-1/R.H./2013-13 dated 25-05-2017 from Allahabad Development Authority, Residential complex will be made and constructed by the builder over the said 2.298 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/4, Drummond Road, Allahabad and 761.033 Sq. Meters in Upvibhajit Freehold Nazul Plot No. 18/3, Drummond Road, Allahabad and combined numbered as House No. 13 Old and 24 New, Drummond Road, Allahabad having being sanctioned a covered area of 405.811 Sq. Meters only out of total area Eight Hundred Fifty Three point Three Hundred Thirty One Square Meters on which the total construction is to be carried out and rest is being left open, boundaries described at the end of this deed and shown by Red Lines in the annexed map at its sole cost, risk and responsibility and subject to the other terms and conditions as elsewhere stated in other clauses of these presents. It is hereby further specifically agreed by the parties to this agreement that, 50% of the saleable area along with land appurtenant thereto out of the 100% independent Floors residential units so made will vest and belong to the land owner and thereafter, the remaining 50% of independent Floors residential units will vest in the builder.
3. That as per the Sanctioned map 4 plots with the type design of 2 units in Plot No. 1 and 3 Units each in plot No. 2, 3 and 4 in form of Ground+2 Floors have been sanctioned with the covered area as per the following:-

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Plot No.	Area of the Plot in SQM after deducting the area left for road widening	Ground Coverage Area in SQM	Area on First Floor in SQM	Area on Second Floor in SQM
1	163.904	95.956	105.768	98.532
2	163.904	95.956	105.768	98.532
3	163.904	95.956	105.768	98.532
4	214.304	117.943	127.695	122.203
5	18.250			
TOTAL	724.266	405.811	444.999	417.799

And having saleable area as per the following:-

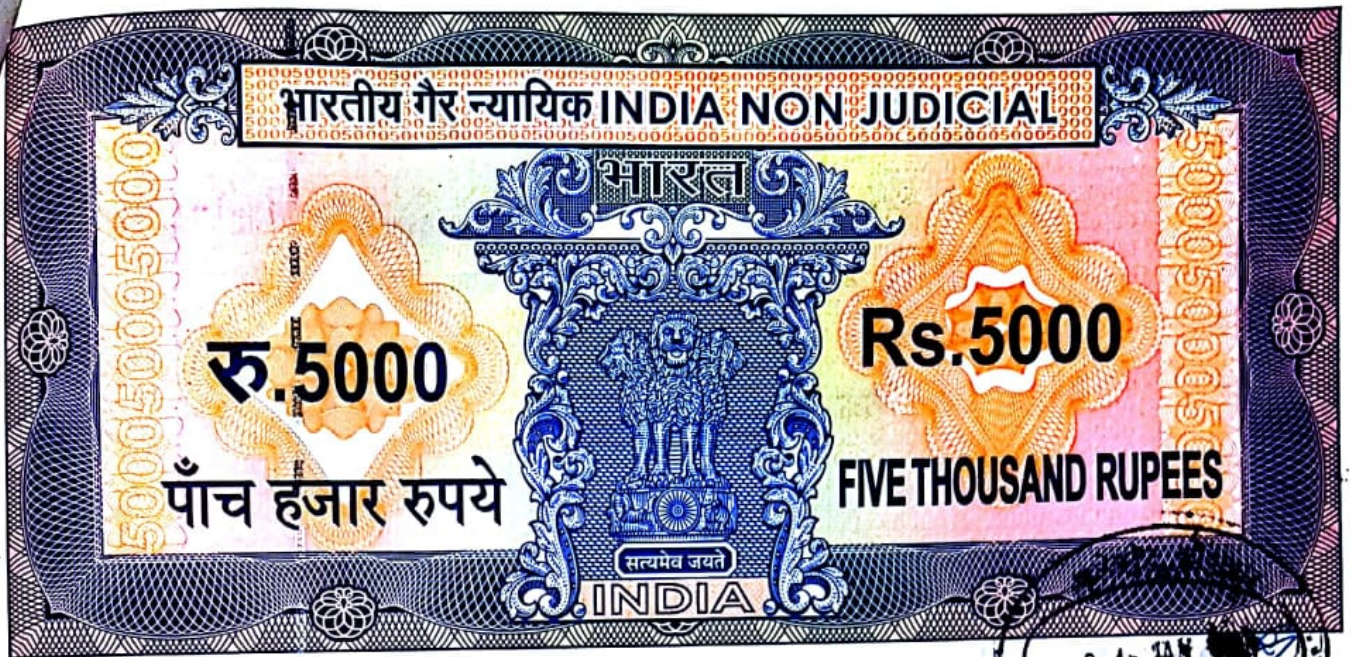
Plot No.	Area of the Plot in SQM after deducting the area left for road widening	Ground Coverage Area in SQFT	Area on First Floor in SQFT	Area on Second Floor in SQFT
1	163.904	1475	1525	1525
2	163.904	1475	1525	1525
3	163.904	1475	1525	1525
4	214.304	1950	1850	1850
5	18.250			
TOTAL	724.266	6375	6425	6425

4. That it has been finally agreed between the builder and the land owner that the Land Owner will retain the Sanctioned Units on Plot No. P-1 and Units of Plot No. P4 on account of his 50% share and the Builder will retain Sanctioned Units on Plot No. 2 and 3 on account of his share. It has been decided between the parties to this agreement that if land owner wishes to sell any part of his share in the property, he will first offer the same to the builder or its nominees at a fair

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[8]

market price prevailing at the time the agreement to sell is executed in this respect.

S. No.	DATE	INSTRUMENT Type	INSTRUMENT S No.	BANK	BRANCH	AMOUNT
1	23.06.2016	Cheque	000026	HDFC BANK	CIVIL LINES	1100000
2	03.03.2016	Cheque	215682	P.N.B.	KYDGANJ	1000000
3	04.03.2016	Cheque	215683	P.N.B.	KYDGANJ	500000
4	05.03.2016	Cheque	001050	HDFC BANK	CIVIL LINES	2300000
5	05.03.2016	Cheque	001054	HDFC BANK	CIVIL LINES	50000
6	07.03.2016	Cheque	215684	P.N.B.	KYDGANJ	1000000
7	07.03.2016	Cheque		HDFC BANK	CIVIL LINES	1500000
8	12.08.2016	RTGS	ICICR52016081 200798254	ICICI Bank	CIVIL LINES	2000000
9	15.04.2017	Cheque	000065	HDFC BANK	CIVIL LINES	2000000
10	25.04.2017	RTGS	HDFCR5201704 2594507245	HDFC BANK	CIVIL LINES	1000000
Total						12450000

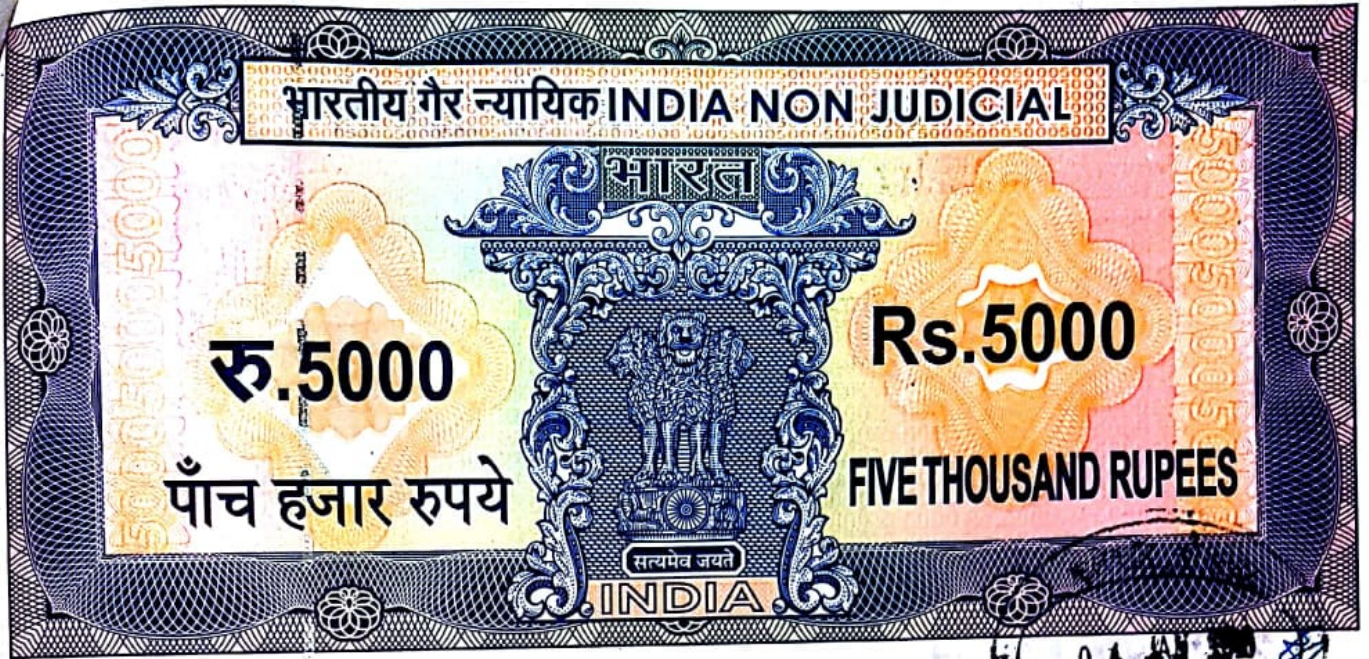
5. The builder has paid returnable amount Rs.1,24,50,000/- (detailed below) till the time of signing of this builders agreement being Rs. 49.50 lakhs before signing the MOU (i.e. before 7th March, 2016), Rs. 25.00 lakhs at the time of signing the MOU (i.e. on 7th March, 2016) and a further sum of Rs. 50.00 lakhs prior to signing the builders agreement as a measure of assurance of adherence to the MOU. (Rupees One Crore Twenty Four Lakhs Fifty Thousand Only.)









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[9]

6. The above amounts that were paid by the builder and received by the land owner were only as goodwill gesture to mark the commitment of the builder to the project and the commitment of the land owner towards not withdrawing out of the project and preferring any other builder.
7. The amounts received in terms of the MOU and thereafter till the signing of this builder's agreement by the land owner have been hitherto treated as non-interest bearing refundable advance by the builder to the land owner.
8. That as per clause 6 of the MOU, it was responsibility of the builder to get prepared a building plan by a competent architect and submit the same for sanction at Allahabad Development Authority, Allahabad for its approval at its own risk, cost, expenses and persuasion. Accordingly, the builder at its / their exclusive risk; cost and expenses applied and obtained all permissions and sanctions including the letter of intent as may be as required from all / any Government departments or other agencies for the construction of the Residential complex as per the MOU and the builder has obtained the Building Permission Letter No. 28/Pra.Aa. (Ta.Sa-1)/Zone-1/R.H./2013-13 dated 25-05-2017 from Allahabad Development Authority. The builder also deposited the demand note issued by the Allahabad Development Authority, Allahabad as per the understanding of the MOU.
9. That the funds for construction of the Residential complex and completion of the project and all other costs and expenses in relation thereto will be arranged and borne by the builder alone, which will be the sole and exclusive risk and responsibility of the builder.
10. That the independent Floors residential units of Plot No. P1 and P4 as owned by the land owner as mentioned herein before will absolutely vest in the land owner and the land owner alone will be entitled to execute sale deeds of the same or shall execute in favor of the nominee/nominees of the builder by their own signatures












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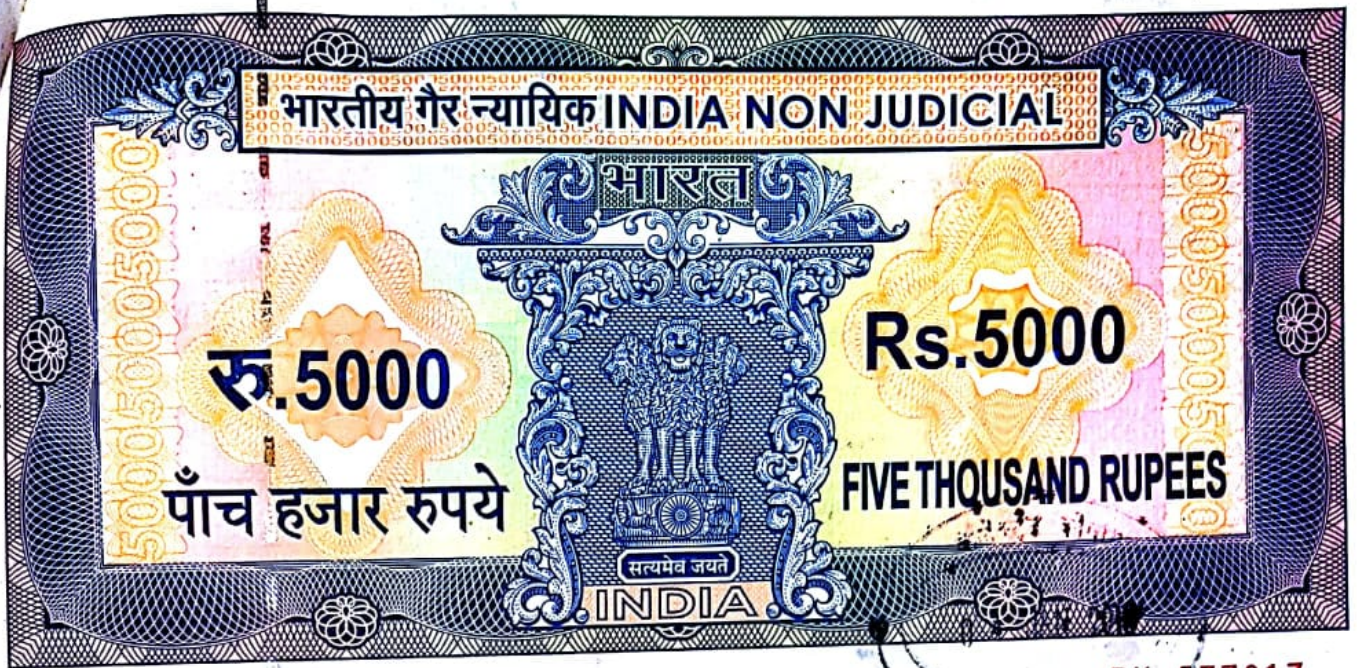
upon the request of the builder after taking the payment of the saleable area from the builder or the nominees of the builder, if the land owner decides to sell his share to the builder.

11. That only after the completion of this construction project and obtaining the completion certificate from the ADA if necessary or from the chartered engineer to the effect by the builder, the entire 50% of the saleable area as owned by the builder as mentioned herein before will absolutely vest in the Builder and the Builder will alone be entitled to either retain or sell the same at their own discretion by the signature of its CEO or by its authorized officer without any interference by the land owner or their heirs, legal representatives, executors or assignees or nominees. But the builders will be permitted to book all the saleable areas of the residential complex and accept advance for the same after the date of release of sanctioned plan for construction of multistory residential complex by Allahabad Development Authority, Allahabad.
12. As per clauses 11, 12 and 13 of the MOU, It had been agreed between the land owner and the builder that the land owner has given license to the builder over the said vacant land only for the limited purpose of construction of the floors of the residential units as per the sanctioned plan in terms of this builders agreement as per map sanctioned by ADA Allahabad within one month of the release of the sanctioned plan for construction of multistory residential complex by the Allahabad Development Authority, Allahabad and that this handing over is merely a license to commence the construction activity and does not in any manner what so ever, confer any right title over the land or interest of any sort in favour of the Builder till it vests with both the parties as per their respective shares on the completion of the project, and only after the completion certificate to the effect is obtained by the builders from the relevant authorities.

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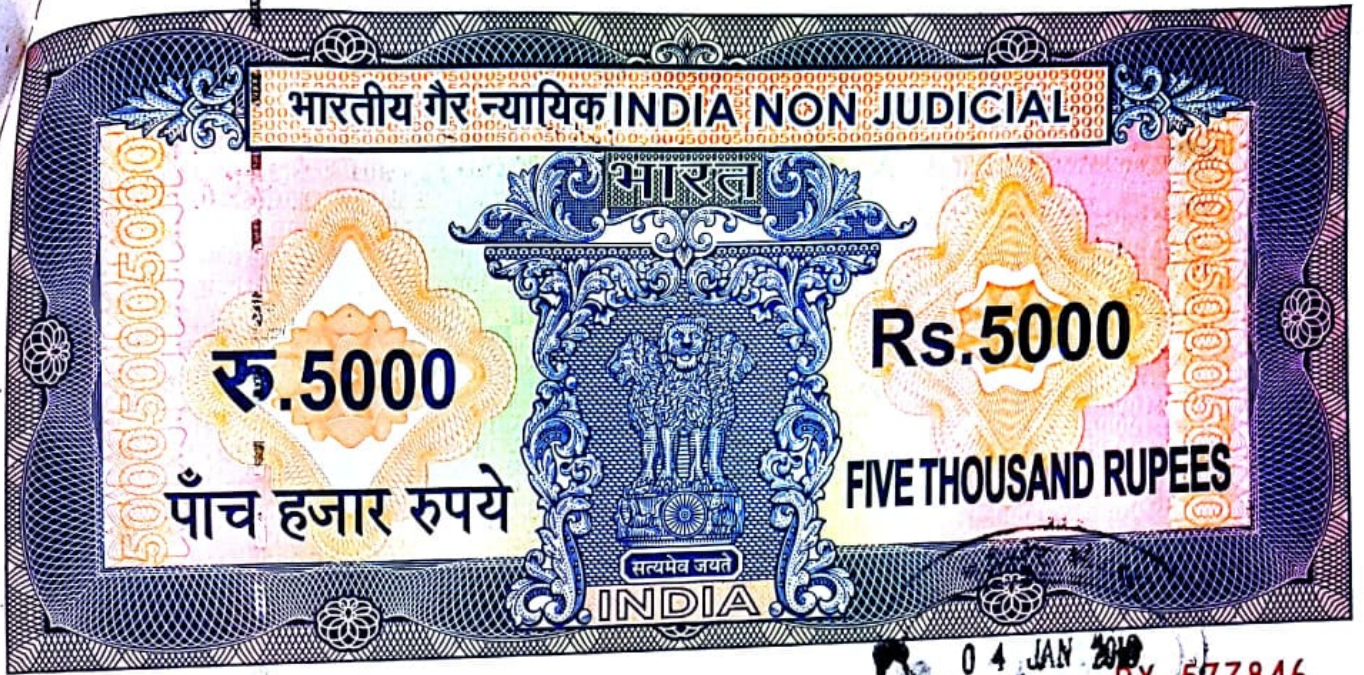
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13. That in pursuance of memorandum of understanding as stated in clause no: 06 therein, the builder submitted to the Allahabad Development Authority, Allahabad a site plan of the proposed housing colony. This map is dated 25th May, 2017 and was received on 1st June, 2017. The vacant land was handed over for breaking of the existing building on 1st of January 2017 and thereafter starting of the construction of the residential complex after map approval and this agreement is executed on 1st July, 2017, i.e. within one month of the release of the sanctioned plan for construction of residential complex by the Allahabad Development Authority, Allahabad, as provided in clause no.11 of the MOU.
14. That the entire project will be completed as far as possible within a period of **1.0 (One) years** from the date of release of sanctioned plan for construction of Residential complex by the Allahabad Development Authority, Allahabad which is 1st June, 2017 or **1.0 (One) years** from the date of handing over the vacant physical possession by the land owner to the builder which is 1st July, 2017, whichever is later. However, any period during which the builder is not entitled or able to raise construction under unforeseen circumstances like restrain order by court etc., will not be taken in account for calculating the aforesaid period of **1.0 (One) years**. It is farther agreed by the parties to this agreement that in case the builder fails to complete the project for any reason within the aforesaid period of **1.0 (One) years from the date of possession**, then the builder will be liable to pay to the land owner damages @ **12% per annum** on the valuation of the land owners share for the period and amount of delay.
15. That if during the construction of the Residential complex, any penalty, composition fee or fine is to be imposed by a competent authority, the same will be borne exclusively and paid by the Builder, and the Builder will and keep the land owner harmless and indemnified against all actions, claims, demands and losses.

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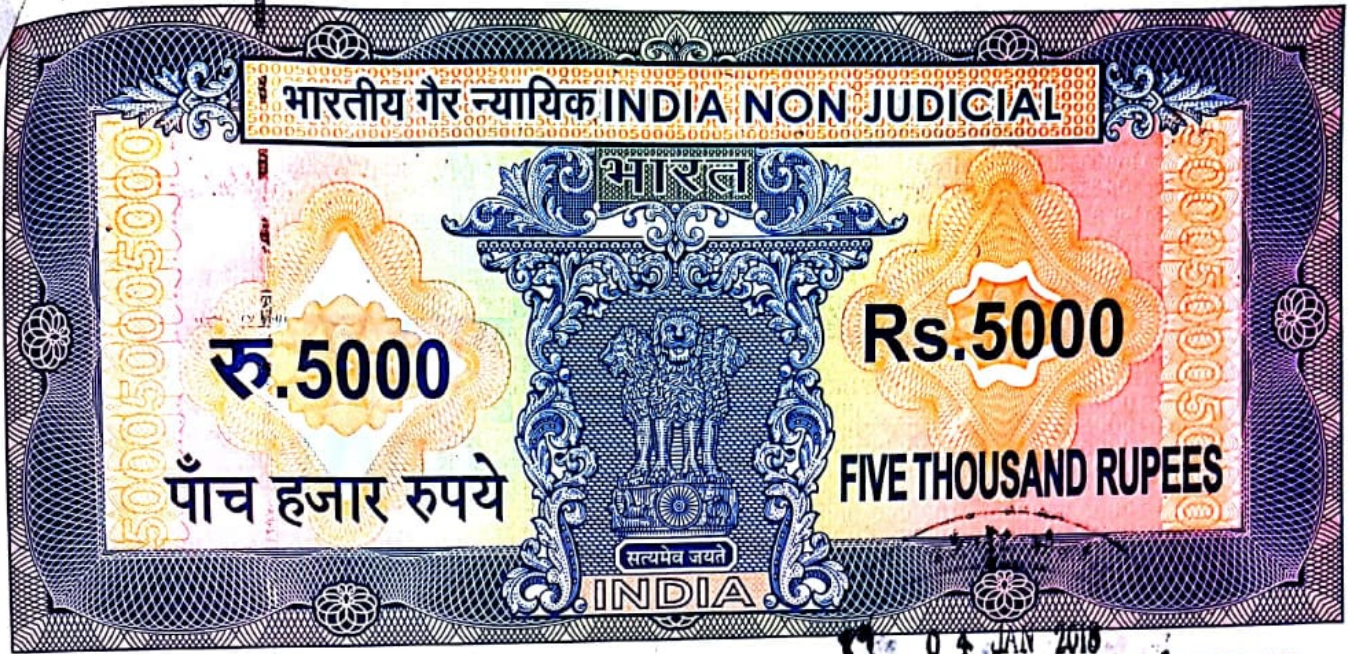
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16. That the Builder will also pay and bear all fees, penalties, deposits, funds or monies necessary to be paid and/or deposited under any enactment and/or rule applicable to any aspect of the said project of construction on the plot. The Builder will at all times ensure compliance with all labour and related rules and laws and statutory obligations concerning workers, employees, consultants and professionals engaged by it in this project (including dues towards PF, ESI etc.) and indemnifies the owner against any claim or proceeding or loss suffered by or caused to the owner as a result of breach by the Builder in this behalf.
17. That in case there is any accident or claim from anyone including neighbors, on account of the construction of the proposed residential complex, the Builder will be solely responsible for the payment of claims under the Workmen Compensation Act or any other Act in force. If the land owner is ordered to attend a court or is required to be represented by any authority in this connection, then the land owner will empower the Builder or its nominees /agents to attend the court/ concerned authorities on the land owner's behalf and all the expenses in this behalf will be borne by the Builder. Apart from neighbors, the Builder will indemnify the land owner against such claims from any 3rd parties, or any other municipal, state or central authority without jeopardizing the land owner's interests under this agreement.
18. That the common passage as delineated in the sanctioned plan, common area and common amenities will always be available for use to the land owner, builder, their transferees, and assignees.
19. That the builder will use 1st class material as per the specifications as per annexure 2 of this agreement in construction of the Residential complex and the builder will be solely responsible for any deficiency found at any stage of construction or later on.

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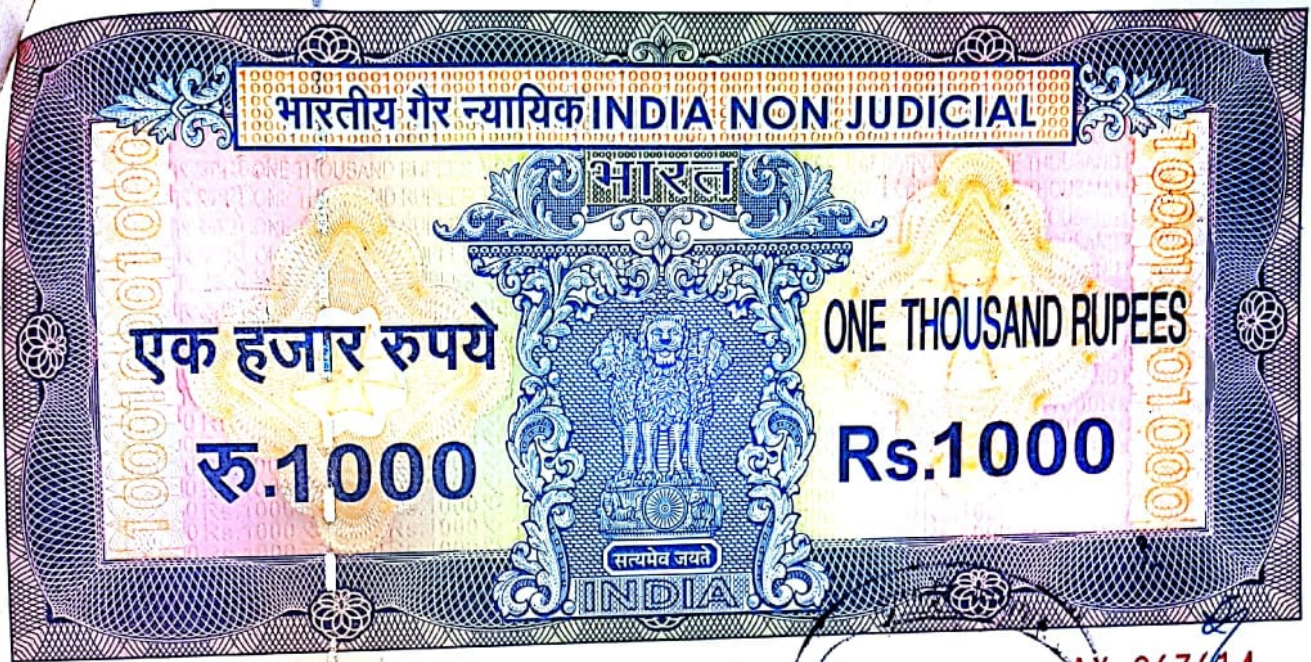
20. The structural defects of any kind including seepage, leakage, large cracks etc. noticed within a period of 2 years from completion of the Owner Allocation and or common facility will be rectified by the Builder within one month of receiving notice in this behalf from the land owner at the Builder's cost and expenses failing which the land owner will be free to get the same done at the cost and expense of the Builder.
21. That after the construction of the Residential complex is complete and occupied by the land owner and builder or their assignees / agents / representatives / licensees in whatsoever capacity, the cost of its maintenance (in all respects) including payment of taxes to Municipal Corporation, Allahabad or Allahabad Jal Sansthan, Allahabad will be shared by the land owner, and builder or their assignees / agents / representatives / licensees in whatsoever capacity and the residents / occupants thereof in proportion of the area in their possession.
22. That the builder, the land owner and the residents / occupants of the residential complex will form a society and the said society will be responsible for maintenance (in all respects) of the residential complex, including payment of taxes to Municipal Corporation, Allahabad Jal Sansthan, Allahabad.
23. That on completion of the project in all respect, the land owner will be responsible for the liability of Income tax, Capital Gains, Service tax / GST, or any other tax that may be imposed in future only in respect of their allotted share of 50% saleable area. Similarly the builder will be responsible for the liability of Income tax, Capital Gains, Service Tax/ GST, or any other tax that may be imposed in future only in respect of their allotted share of 50% saleable.
24. That in case of any dispute arising between the parties hereto pertaining to the terms and conditions of this agreement, the same will be referred to a sole arbitrator to be appointed jointly with mutual consent of both the parties, and the










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- decision of the arbitrator will be final and binding on the parties hereto. The provision of Arbitration Act, 1996 will be fully applicable to such arbitration proceedings.
25. That subject to the fulfillment of the duties and obligations enjoined upon the Builder, the land owner will not interfere with the execution of the development and construction work.
26. That the electricity bills will be paid by the respective residential units of the residential complex after obtaining the electricity connections in their own respective names.
27. This agreement is irrevocable and is specifically enforceable in accordance with the terms hereof. The schedules and annexure, if any, form part of this agreement. That any change, modification or alteration or any amendment, whatsoever, in this agreement shall be made only with mutual written consent of the parties to this agreement.
28. Any term(s)/clause(s) of this agreement provided herein or in MOU can be amended or varied by a regular addendum on a regular stamp paper or by a resolution in writing signed by all the parties hereto without executing/ registering any fresh agreement.
29. The Parties agree to execute supplementary agreement/ MOU pursuant to execution of this agreement, as and when necessary and the contents of such supplementary agreement/ MOU will be read as part and parcel of this deed and shall be binding on all parties.
30. That cost of this builder agreement, payment of Stamp Duty and Registration Fee will be borne by the Builder.

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04 JAN 2018 AY 963613

[15]

IN WITNESS WHEREOF the parties hereto have signed and set their hands at Allahabad as mentioned above.

Details of Agreed Property for Construction

Piece of Land admeasuring 405.811 Sq. Meters having being sectioned / agreed for construction out of 853.331 Sq. Meters is respect of Upvibhajit Freehold Nazul Plot No. 18/4 measuring 92.298 Sq. Meters and Upvibhajit Freehold Nazul Plot No. 18/3 admeasuring 761.033 Sq. Meters Drummond Road, Allahabad, shown to be bounded by Red Lines in the annexed map and bounded as below:-

North : 10 Feet Wide Road.

South : Part Portion of Nazul Plot No. 18, Drummond Road, Allahabad

East : Part Portion

West : Drummond Road

Valuation of Stamp

Property is situated on 30 Feet wide Road and it is governed by CODE NO. 8, page 41 according to Collector's rate list, valuation as under:-

Area 405.811 Sq. Meters X Rs. 46725/- = Rs. 1,89,61,519/- say Rs. 1,89,62,000/- liability of stamp Rs.13,27,500/- and Rs.62,500/- stamp duty has been paid on security amount of Rs.1,24,50,000/- thus the total liability of stamp Rs.13,90,000/- and stamp was paid in following manner :-

1. Rs.13,27,500/- through E-Stamp Certificate No.IN-UP04038079544403Q dated 09.01.2018
2. Rs.62,500/- through Indian Non Judicial Stamp Duty



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Witnesses:-

1. Salim Ahmad
Son of Late Munir Ahmad
R/o 122C, Mehandaury
Pargana & Tehsil Sadar Distt. Allahabad
Aadhar Card No.3745 4845 7967

सलीम अहमद



2. Avinash Jaiswal
Son of Shri Prem Jaiswal
r/o427, Old Katra Allahabad
Voter ID No. YYU1404888

Avinash



Signature of Salim Ahmad
Fingerprint of Salim Ahmad

Signature of Avinash Jaiswal
Fingerprint of Avinash Jaiswal

Signature of Salim Ahmad
Fingerprint of Salim Ahmad

[17]

(Land owner)





(Builder)







Drafted By:  Anil Kumar Shukla (Advocate)

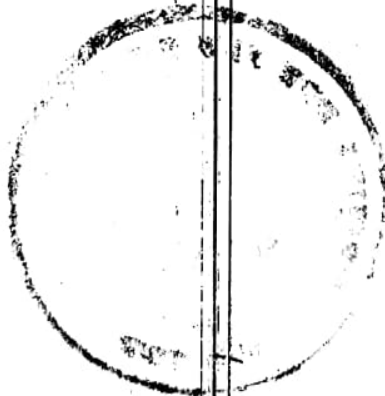
Typed By:  Vinod Kumar Vishwakarma

बही संख्या 1 जिल्द संख्या 9843 के पृष्ठ 1 से 34 तक क्रमांक
128 पर दिनांक 10/01/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



अनंद कुमार
उप निबंधक : सदर प्रथम
इलाहाबाद



10/01/2018 5:33