

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला।

उप-नियम (द्वितीय)

कम सं०

964

लखनऊ

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक

13-Apr-2017

प्रस्तुतकर्ता या प्रार्थी का नाम मुदित वर्मा

राज्य का प्रकार विद्यय अनुबंध विलेख

प्रतिफल की धनराशि 0.00 / 93,115,880.00

1. रजिस्ट्रीकरण शुल्क 20,000.0

2. प्रतिलिपिकरण शुल्क 140

3. निरीक्षण या तलाश शुल्क

4. मुख्यालय को अधिप्रमाणीकरण के लिए शुल्क

5. कमाशन शुल्क

6. विविधि

7. आवधिक भत्ता

1 से 6 तक का योग 20,140.0

शुल्क वसूल करने का दिनांक 13-Apr-2017

दिनांक जब लेख प्रतिलिपि या तत्सर्वी प्रमाण पत्र

वापस करने के लिए तैयार किया 13-Apr-2017

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



I 3802/A



सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh e-Stamp

Certificate No.	: IN-UP03076583497563P
Certificate Issued Date	: 12-Apr-2017 12:35 PM
Account Reference	: SHCIL (FI)/ upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0103688203323259P
Purchased by	: CHINMAY ASSOCIATES
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: PLOT NO. A-1A AND A-1B, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW.
Consideration Price (Rs.)	:
First Party	: SRI MUDIT VERMA
Second Party	: CHINMAY ASSOCIATES
Stamp Duty Paid By	: CHINMAY ASSOCIATES
Stamp Duty Amount(Rs.)	: 64,47,000 (Sixty Four Lakh Forty Seven Thousand only)

अबु



Please write or type below this line




BUILDER AGREEMENT

Date of Execution : 13-04-2017
 Place of Execution : Lucknow

For CHINMAY ASSOCIATES

 Partner



VO 0006728926

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.nclestamp.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.

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
25000

पच्चीस हजार रुपये



Rs.
25000

TWENTY FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH



F 3252

-2-

Market Value	: ₹ 9,31,15,880/-
Security Deposit	: ₹ 3,00,00,000/-
Stamp Duty	: ₹ 65,18,500/-
Ward	: Chinhat

DETAILS OF INSTRUMENT IN SHORT

1.	Nature of land	: Commercial
2.	Ward	: Chinhat
3.	Mohalla	: Vibhuti Khand, Gomti Nagar, Lucknow,
4.	Details of Property	: Plot No. A-1A (A-One-A) and A-1B (A-One-B), (Part of Plot No. A-1)

For CHINMAY ASSOCIATES

Partner

6/11/13
No. 13/13
13/13
13/13

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Chinnery Associates

©



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.
25000

पच्चीस हजार रुपये



Rs.
25000

TWENTY FIVE THOUSAND RUPEES

उत्तर प्रदेश UTTAR PRADESH

F 3252

- 3 -

5.	Standard of measurement	: sq. meters
6.	Area of Property	: 1897 (One Thousand Eight Hundred Ninety Seven) sq. mts.
7.	Location Road	: On Main Segment Road
8.	Type of Property	: Plot
9.	Boundaries	: North : 30 Mtr. wide road South : Others Property East : 18 Mtr Wide Road West : Others property

(Handwritten signature)

For CHINMAY ASSOCIATES

(Handwritten signature)

Partner

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 20000

बीस हजार रुपये



TWENTY THOUSAND RUPEES

Rs. 20000

उत्तर प्रदेश UTTAR PRADESH

B 6185

-4-

10.	No of persons in first part (1) ; No of persons in second part (1) ;	
11.	Details of First Party/Owner	Detail of Second Party/ Builder
	SHRI MUDIT VERMA SON OF LATE DHEER SINGH VERMA RESIDENT OF 28, PARK ROAD, BIJWA HOUSE, LUCKNOW (PAN NO. ADEPV8313J)	M/S CHINMAY ASSOCIATES, a partnership firm under the indian partnership act, 1932, having its registered office at A-1, Vibhuti Khand, Gomti Nagar, Lucknow (PANN0. AALFC9206F) through its Partner Shri Ravi Bansal son of Shri V.D. Bansal, Resident of Flat No. 1702 Tower-P, Celebrity Greens, Sushant Golf City, Ansal API, Lucknow

For CHINMAY ASSOCIATES

Partner

Nov 13/10
Chin my Associates

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उत्तर प्रदेश UTTAR PRADESH

AY 725084

28 APR 2017

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THIS BUILDERS AGREEMENT MADE THIS 13th DAY OF APRIL 2017

BETWEEN

SHRI MUDIT VERMA SON OF LATE DHEER SINGH VERMA,
RESIDENT OF 28, PARK ROAD, BIJWA HOUSE, LUCKNOW (PAN NO.
ADEPV8313J) Owner or first part, which expression shall mean and include the
respective heirs, successors, assigns etc. of the FIRST PART;

AND

M/S CHINMAY ASSOCIATES, a partnership firm under the Indian
Partnership Act, 1932, having its registered office at A-1, Vibhuti Khand,
Gomti Nagar, Lucknow (PANNO. AALFC9206F) through its Partner
Shri Ravi Bansal son of Shri V.D. Bansal, Resident of Flat No. 1702
Tower-P, Celebrity Greens, Sushant Golf City, Ansal API, Lucknow, for and
on behalf of the firm, hereinafter called the second party, which expression shall

For CHINMAY ASSOCIATES

Partner

10013-472
Chimney Associates
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उत्तर प्रदेश UTTAR PRADESH

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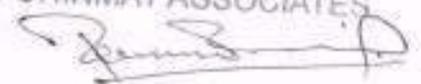
mean and include the successors of the firm, assigns etc, of the **SECOND PART.**

WHEREAS, Shri Mudit Verma is the absolute owner of the property detailed in the schedule of the property to this deed and has got clear, marketable and unencumbered title to the land comprised in Plot No. A-1A and A-1B (Part of Plot No. A-1), measuring 4881.65 sq. mts. situate Vibhuti Khand, Gomti Nagar, Lucknow and as such that he has absolute right to enter into this Builders Agreement with the Second Party.

WHEREAS, the Owner / First Party have been interested in the development of the said part of land measuring 1897 sq. meters and to construct commercial complex thereon, but the Owner/First party is not in a position to develop the said property of their own in accordance with the modern concept of development of land. AND;



For CHINMAY ASSOCIATES



Partner

Jan 13 67

Chimney

Account

✓



INDIA DRIVING LICENCE UTTAR PRADESH		
DL NO		ISSUED ON
NAME		
ADDRESS		BLOOD GROUP
VEHICLE CATEGORY		RENEWED DATE
VALID UPTO		DATE OF BIRTH
LICENSING AUTHORITY		
VALID THROUGHOUT INDIA		

LICENSING AUTHORITY



LICENCE HOLDER'S SIGNATURE

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9839013888



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



नामांकन क्रमांक/Enrolment No.: 2017/79526/40808

Ravi Bansal (रवि बंसल)

मूचना

S/O Vishambhar Dayal Bansal, P-1702, Tower -P,
Celebrity Green, Sushant Golf City, Lucknow,
Lucknow,
Uttar Pradesh - 226030

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

आपका आधार क्रमांक/ Your Aadhaar No.:

2399 2800 9213



मेरा आधार, मेरी पहचान

Validity unknown
Digitally signed by Unique Identification Authority of India OI
Date: 2017.01.02 10:29:18 IST



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आधार देश भर में मान्य है।

Aadhaar is valid throughout the country.

आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की आवश्यकता है।

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कृपया अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज कराएं, इससे आपको विभिन्न सुविधाएं प्राप्त करने में सहायित होगी।

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भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



रवि बंसल
Ravi Bansal
जन्म तिथि/ DOB: 17/11/1981
पुरुष / MALE



पता:

Address:

S/O विशम्भर दयाल बंसल,
पी-1702, सेलेब्रिटी ग्रीन,
सुशान्त गॉल्फ सिटी, लखनऊ,
लखनऊ,
उत्तर प्रदेश - 226030

S/O Vishambhar Dayal Bansal,
P-1702, Tower -P, Celebrity
Green, Sushant Golf City,
Lucknow, Lucknow,
Uttar Pradesh - 226030

2399 2800 9213

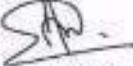
2399 2800 9213

मेरा आधार, मेरी पहचान

MERA AADHAAR, MERI PEHACHAN

0235556195

Date: 02/01/2017

		INDIAN UNION DRIVING LICENCE	
Date of Issue : 27/06/2011			
DL No.:	UP32 20110042303		
Name :	PULKIT SINGH VERMA		
S/o:	MUDIT VERMA		
B.Group:	Unknown	DOB : 14/03/1993	
NT Validity :	26/06/2031	TR Validity :	
Authorised to drive vehicles of the following descriptions			
NT	LHV, MCWG		
TR			
Issuing Office : RTO, LUCKNOW		Signature of the Licensing Authority	


9793077334

Address :	28 PARK ROAD BEJWA HOUSE HAZRAT GANJ LUCKNOW	
ID Marks :		
Badge Details		
Endorse No. :	UP32 /PDL/0042303/2011	Date : 27/06/2011
		

UP31 20080038616

UP3120080038616



LMV
02/04/2008



MCWG
02/04/2008



UP

UP31 2008 1001

VILL & POST MIDANIYA GARHI
LAKHIMPUR KHERI

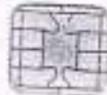
Holder's Signature

Issued / Issuing Authority Sign
Lakhimpur Kheri

UNION OF INDIA Driving Licence

UP NT

UP31 20080038616



Date of Issue
02/04/2008

Expiry Date
01/04/2028

Date of Birth
14/09/1984

Class of Driver
Unknown



NITYANAND TIWARI

Holder's Name / Son/Daughter/Wife of

SURENDRA KUMAR TIWARI

Nityanand

(92) 9235627800

PHOTOGRAPH OF

Plot No. A-1A and A-1B, (Part of Plot No. A-1) situate at Vibhuti Khand, Gomti Nagar, Lucknow



A handwritten signature in black ink, appearing to be in Devanagari script, located below the owner's label.

OWNER / FIRST PARTY

For CHINMAY ASSOCIATES

A handwritten signature in black ink, appearing to be in Devanagari script, located below the builder's label.

Partner

BUILDER / SECOND PARTY

WHEREAS, the Second Party being reputed firm dealing in development of land and have got vast experience, technical knowhow and necessary resources in the field of construction and real estate development, have approached the first party for the complete, internal and external development of the aforesaid land and to construct Commercial Complex on the aforesaid land as per the sanctioned plans from the competent authority, AND;

WHEREAS, the first party and second party have agreed to develop, construct and build the said Commercial Complex on sharing basis for their mutual benefit on the terms and conditions appearing hereunder.

NOW IT IS HEREBY AGREED, DECLARED AND CONVENATED BETWEEN THE PARTIES AS UNDER;

1. Unless repugnant to the subject or context hereof the following expressions herein used shall carry the meaning here under respectively assigned to them namely:
 - a. **PLOT** "for the purposes of this agreement shall mean all that piece and parcel of land bearing Plot No. A-1A (A-One-A) and A-1B (A-One-B), (Part of Plot No. A-1) situate at Vibhuti Khand, Gomti Nagar, Lucknow, measuring 1897 (One Thousand Eight Hundred Ninety Seven) sq. mts. more fully described hereunder on which the project shall be developed together with heridatments, easements, appurtenances.
 - b. **BUILDING** "means Commercial Complex to be built by the Builder/ Second Party in all respects on the plot in accordance with the sanctioned building plans, with necessary and permissible deviations, additions, alterations duly sanctioned by Lucknow Development Authority Lucknow or any other appropriate competent authority, to be constructed by the Builder on the said plot.



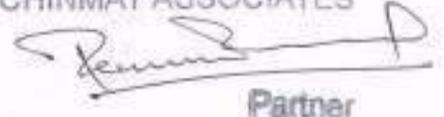
For CHINMAY ASSOCIATES

Partner

- c. **COMMON FACILITIES** " shall mean and include, corridors, stairways, passage ways, lifts, shafts, generators, parking, etc. and other facilities required for the establishment, enjoyment, maintenance of the Commercial Complex and/ or common facilities or any of them.
 - d. **OWNER ALLOCATION** "shall mean the area/ space allocable to Owner in the building under the terms of the agreement"
 - e. **BUILDERS ALLOCATION** "shall mean the area/ space allocable to the respective Builder firm in the building under the terms of the agreement"
 - f. **BUILDING PLANS** "shall mean the plans approved by Lucknow Development Authority"
 - g. **PARTIES** "shall mean the Owner and the respective Builder as mentioned above of this agreement"
 - h. **Date of Completion** "shall mean the date on which the Second Party has obtained all the completion certificates from all required Competent authorities including LDA and given them to the First Party."
2. That it shall be the sole responsibility and liability of the second party to apply, for and obtain all required permissions/ NOC'S sanction of the plans and obtain approval/ sanction of the plans, permission for connection of sewerage, electric power, water, etc. from the Government and all concerned authorities and departments for the construction of Commercial Complex to be made on the aforesaid plot. The second party will also obtain such further permissions and sanctions, which may be required from time to time , under any law , rules or regulations for the time being in force or as may be enforced in future at their own costs and expenses. Also, that it is agreed between the parties that the Second Party shall procure a Completion Certificate from all the required competent authorities and shall provide the same to the First Party.



For CHINMAY ASSOCIATES

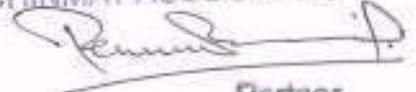


Partner

3. That the open un-constructed land on the plot shall belong and remain exclusive property of the First party and Second Party and the either of the parties shall have no right to block / construct anything on the same.
4. That M/S Chinmay Associates, the second party will raise, construct and complete the Commercial Complex right from its initial stage up till its completion in all respect .In this regard the entire cost and expenses, or any third party liabilities which may arise during construction will be borne by the Second Party alone from their own resources and the First Party/ owner will not be liable to bear any part of such cost and expenses.
5. That the Second Party will pay a sum of Rs 3,00,00,000/- (Rupees Three Crores only) to the First Party as interest free security which is refundable after Date Of Completion of the proposed project. It is specifically agreed between both the parties that the amount is interest free. If first party fails to return the said amount of security deposit within one month from the Date Of Completion, then in that condition the first party shall be under mandatory obligation to compensate the second party in terms of area of the building i.e. 7500 sq. ft. from his share.
6. That all the costs and charges pertaining to sanctioning of the map including the purchasable FAR charges shall be paid by the Second Party excepting the development charge which shall be paid by the First Party.
7. That the Commercial Complex shall consist of Two Basements, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor & Seventh Floor. The two basements will be used for parking and services. The second party shall install the required number of mechanized parking machines as approved by LDA at their own cost. Also, it is agreed upon that the FDR required to be deposited with LDA against the mechanical parking shall be the liability of the Second Party.



For CHINMAY ASSOCIATES



Partner

8. That all the revenue from advertisement and publicity such as Hoarding, Wall drops, Lollipops, Balloons, Banners, any other publicity material which generates the revenue of publicity such revenue generated inside and outside the Commercial Complex will be shared equally between the First Party/ Owner and the Second Party/Builder.
9. That the sharing of the built up area on Ground floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor & Seventh Floor, mentioned above of the Commercial Complex between the Owner/ First Party and the Second Party will be as follows and a map of every floor clearly demarcating the share of each party is annexed herewith the builder agreement. However the ultimate terrace shall exclusively vest with the First Party excepting the service elements like lift room, solar panels, Hoardings, etc.

Sl. No.	Floor	Share of First Party (Built Up Area)	Share of Second Party (Built Up Area)
1.	Ground Floor	719 sq. meters	719 sq. meters
2.	First Floor	773 sq. meters	777 sq. meters
3.	Second Floor	1656 sq. meters	NIL
4.	Third Floor	NIL	1656 sq. meters
5.	Fourth Floor	1656 sq. meters	NIL
6.	Fifth Floor	NIL	1656 sq. meters
7.	Sixth Floor	NIL	1656 sq. meters
8.	Seventh Floor	369 sq. meters	1068 sq. meters
	Total	5173 sq. meters	7532 sq. meters

9. That the first party and the second party shall jointly maintain all the common areas, exteriors of the building and all the common services such as lighting,



For CHINMAY ASSOCIATES

Partner

lifts - elevators, generators, etc. and day to day maintenance. The first party and the second party will jointly realize the Common Area Maintenances (CAM) from the occupiers of Ground floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor & Seventh Floor. It is further agreed that the net income if any after meeting all the maintenance expenses shall be shared equally between the Owner / First Party and Builder/ Second Party.

10. That the parties agree that the quality of construction shall be of 'A-Grade/First Class' the specifications of which have been agreed upon and mentioned in the table below and shall be considered a part of this agreement. The Second Party undertakes to make exactly similar construction with same material and quality on and over the portion of the First Party/Owner as it would make in its own:-

<u>Equipment/Material</u>	<u>Agreed Standard</u>
Lift	Mitsubishi, Schindler, Kone and equivalents
Generator Set	Jackson Cummins and equivalents
Flooring on Corridor, Passages, Staircase & common areas	Granite
Flooring on Ground Floor Lobby	Italian
Electric Panel & Switch Gear	L&T, ABB, Siemens and equivalents
Fire Fighting Equipment	Any mutually agreed ISO standard company
Glass	Any mutually agreed ISO certified company
Toilet and Sanitary Fittings	Jaguar, Kohler and equivalents.

That the second party shall ensure 'Grade A' quality waterproofing, termite proofing. Also, that the Second Party shall use only ISO certified quality Steel and portland quality Cement. Also, that area maintained under 'Green' will be



For CHINMAY ASSOCIATES

Partner

provided with pleasant landscaping by the second party.

11. That the electrification and generator facility will be provided by the Second Party at his own cost but all electric connection shall be provided to the intending buyers or the allottees/ occupiers by the second party only on payment of charges as per required load basis. It is made clear that the allottees falling in the share of First Party will also have to pay the charges for the electric connection to the Second Party only.
12. That the additional construction, if further permissible to be made in the building will also be shared in the ratio of 50:50 between the First Party and Second Party respectively.
13. That it is agreed that the Second Party will commence construction of the proposed building immediately after getting actual physical possession of the plot from the First Party and sanctioned building plan from LDA and shall complete the entire project within 30 months from the date of getting the actual physical possession of the plot and the sanctioned building plan from LDA whichever is later. If any dispute arises in regard to the title of land, then in that condition such period in settling the disputes will be added in the project time or it shall automatically stands enlarged for the same time for completion of project.
14. That if Second Party fails to complete the project in the estimated time span of 30 (Thirty) months then a grace period of 06 (six) months shall also be provided to the second party by the First Party. Further to this if the completion time of the project exceeds beyond 36 (Thirty Six) months, the second party shall compensate the first party @ Rs 10/- per Sq Ft per month for the share of total super area falling under the share of the First Party in the said project till the date of completion of the project.



For CHINMAY ASSOCIATES

Partner

15. That, it is hereby agreed that all the parties to this agreement shall individually meet their requirements of Income Tax, Wealth Tax, Capital Gains Tax and other Statutory liabilities as applicable to them in respect of their respective shares in the building.
16. That it is specifically agreed that deviation, if any, from the sanctioned map shall be made by mutual consent only between both the parties and therefore penalties if any levied arising out of such deviation shall be further paid upon further mutual consent.
17. That the Second Party shall construct the proposed building with first class materials and workmanship. The appointed Architect & Engineers of the First Party will certify the quality of the construction work carried out by the Second Party. That the Second Party shall allow and permit the First Party and its representatives to enter upon the said demised property for inspection without any interruption and restriction from the Second Party.
18. That the First Party and the Second Party each shall be exclusive owner of the total built-up area allocated and assigned to each of them as mentioned above over which each of them shall have absolute and exclusive right to sell, let out, lease out, or part within any manner whatsoever and to make bookings, receive advance payment from intending purchasers, lessees, etc. and to enter into agreements to sell or lease the proposed area falling to their respective shares and each shall have exclusive right title and interest over the total built up area assigned to each of them and will be at liberty to deal with the same in any manner without the interference of other. Neither the First Party nor the Second Party nor their successors will interfere in the aforesaid statement.
19. That the land underneath the project (commercial complex) that shall be allocated to the Second Party and shall fall in his share shall vest absolutely in second party and second party shall be entitled to transfer, alienate & sale the



For CHINMAY ASSOCIATES

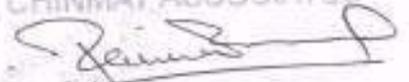
Partner

distinct units of his share of project with proportionate land area and the same right vests with the first party for his share of proportionate land area.

20. That all the revenue generated from parking shall be divided between the First Party and the Second Party on equal basis.
21. The builder shall inform in writing about the completion certificates of the building to the First Party for the purposes of this agreement.
22. That the Second Party shall solely be responsible to pay the stamp duty and other charges of conveyance in respect of transfer of their respective proportionate right in the land and the share of built up area of the Builder in the proposed building.
23. That the Owner/First Party shall do all acts, deeds, matters and things, as is or may from time to time, be necessary to give effect to these presents or to implement the same and shall not transfer, charge encumber, alienate or part with the possession of the plot or any part thereof or do anything, which may contravene the terms of this Agreement.
24. That the First Party declares and assures the Second Party that the plot is wholly free from all encumbrances, charges gift, liens, attachments, liabilities, unauthorized occupants claims and litigation's, whatsoever and that no notice of requisitions, verbal or written from any authority has been received by the first party in respect of the said property.
25. That the building, which is a commercial building, will be assessed as one unit by Nagar Nigam, Lucknow for purposes of property taxes. As such on completion of the building, the house tax, water tax and sewer tax or any other municipal tax and charges etc. shall be borne by the First Party and Second Party or their transferees, lessees or successors in proportion to their respective shares and this condition will be mentioned in the deeds executed in favour of transferees, lessees, successors etc.



For CHINMAY ASSOCIATES

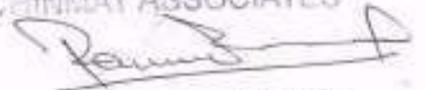


Partner

26. That the First Party and Second Party have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to or construed as a partnership between First Party and Second Party nor shall First Party and Second Party in any manner constitute an association of person(s).
27. That it is specifically agreed amongst the parties hereto that the Builder namely "Second Party" shall enter into the land as licensee only, without affecting in any manner right, title, interest and possession of the Owner.
28. That for the sake of clarity, it is agreed, confirmed and declared by the parties hereto that the Agreement recorded herein is in the nature of "Builders Agreement" and no 'transfer of property' of the "Plot" or any part thereof is created and intended to be created by "Owner" in favour of the "Builders". **That it is also** agreed, if the Second Party wants or needs the First Party to be the confirming party on any of the sale, Lease deeds, etc. so executed by him, the First Party shall abide the same as confirming party and vice-versa.
29. That it is specifically agreed to and stipulated by the "Owner" and "Builder" that until the **completion** of the "Project" on the "Plot", as described in this agreement, the title in the "Plot" and ownership over the same shall continue to remain with the "Owner".
30. That the Parties hereto have agreed and undertaken to perform their part of this Agreement with due diligence and mutual co-operation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever, as may be necessary for implementing or giving effect to the terms of this Agreement.
31. **ENTIRE AGREEMENT:**
This Agreement alone represents and constitutes the entire agreement and understanding between the Parties with respect to the subject matter and matters dealt with herein. This Agreement supersedes any and all prior or previous



For CHINMAY ASSOCIATES



Partner

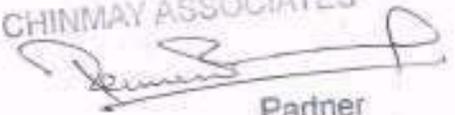
correspondence, understanding or agreement(s) or arrangement(s) between the Parties, whether written or oral, in relation to such matters, and any and all such prior or previous understanding or agreement(s) or arrangement(s) between the Parties stand rescinded and terminated and cancelled on the date of execution of this Agreement and only this Agreement shall govern the respective rights and obligations of the Parties to this Agreement. There are no prior understandings, representations or warranties except as expressly set forth herein and no rights are granted to either Party except as expressly set forth herein or subsequent to the date hereof in writing and signed by the Party or by a proper and duly authorized representative of the Party to be bound hereby. Each Party hereby acknowledges that in entering into this Agreement, it has not relied on any representation or warranty, save as expressly set out herein or in any document referred to herein. This Agreement shall be considered to be the sole depository of the terms and conditions agreed upon between the Parties hereto regarding the subject matter of this Agreement and any correspondence between the Parties subsequent to the date of execution of this Agreement will not be looked into for any inference or meaning of this Agreement.

32. **SEVERABILITY:**

That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law or is found to be contrary to applicable law by any applicable court or governmental authority, such provisions shall be modified to the extent necessary to comply with the statutory requirements while retaining as much as possible of the original intent of the Parties or if not capable of being modified, shall be deemed to be amended in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to applicable law or if not capable of being deemed to be so amended, shall be deleted and severed from this Agreement and the



For CHINMAY ASSOCIATES



Partner

remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

33. If any provision of this Agreement or the application thereof to any person or circumstance shall be or become invalid or unenforceable to any extent or ineffective for reasons beyond the control of the Parties, the remainder of this Agreement and application of such provision to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable, or ineffective provision of this Agreement shall be replaced with a provision, which is valid and enforceable and effective and most nearly reflects the original intent of the invalid or unenforceable or ineffective provision thereof and has the same commercial effect as the invalid or unenforceable or ineffective provision.

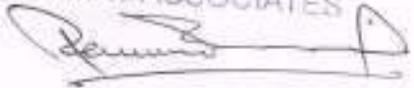
34. **Amendments, Alterations And Modifications:**

This Agreement may be changed, amended, altered or modified only by an instrument in writing, signed by both the parties and shall form part and parcel of this Agreement. No change or modification of this Agreement shall be valid, binding or enforceable unless the same shall be in writing and signed by all the Parties hereto in the manner stated above.

35. That the parties undertake not to do any act, which in any way or manner, contravene the terms of this Agreement. That it is agreed that the terms of this agreement can be altered/modified by mutual consent by way of supplementary agreement.

36. That the modus operandi of this Builder's Agreement shall be in the following manner :-



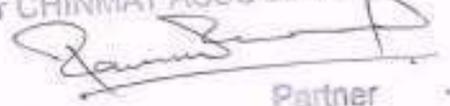
For CHINMAY ASSOCIATES

Partner

- (a) That the Builder will be placed in constructive possession to develop the plot as per the plans approved by L.D.A.
- (b) That after getting constructive possession of the land, the second party will start construction of the building and will complete and finish the same in all respects within a period of 30 months from the date of getting written possession of the land as already stated above.
- (c) That as soon as the Second Party shall complete the development of the building, according to the approved plans, they will apply in writing of such completion to L.D.A. and will obtain a completion certificate from L.D.A. at their own cost and shall provide the original copy of such completion certificate to the first party.
- (d) Upon such completion of the building the possession of the agreed built up area shall be handed over by the Second Party to the First Party.
37. That in case of any dispute arising out of or in connection with this Agreement or touching any matter of this agreement the same shall have the exclusive jurisdiction of Lucknow Courts only.
38. That all the costs of stamp and registration and lawyer's fees etc. of this Builders Agreement and any other papers/documents pertaining to this Agreement or any penalty imposed on this agreement shall be borne by the Second Party.
39. That the property subject matter of this agreement is situated at Vibhuti Khand, Gomti Nagar, Lucknow, which is on main Segment Road i.e. Shahid Path under the Fly Over on service road. There is no construction on the said Plot.
40. That the subject matter of this agreement having total area of the plot of land is 1897 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 ₹ 52,000/-
per square meter
(₹ 65,000 - 20% = ₹ 52,000/-)
= ₹ 5,20,00,000/-



For CHINMAY ASSOCIATES


Partner

10% extra for two side road	= ₹ 52,00,000/-
b) Balance Area of Land	= 897 sq. meter x ₹ 36,400/-
	(₹ 52,000 - 30% = ₹ 36,400)
	= ₹ 3,26,50,800/-
10% extra for two side road	= ₹ 32,65,080/-

Thus the total value of land comes to ₹ 9,31,15,880/-, consequently the stamp duty of ₹ 65,18,200/- has been paid on the market value of property. There is interest free refundable security deposit of ₹ 3,00,00,000/- on which the stamp duty of ₹ 100/- has been paid. Thus the total stamp duty of ₹ 65,18,500/- has been paid on this builder agreement vide E-Stamp Certificate No. IN-UP03076583497563P DATED 12-APR-2017 for ₹ 64,47,000/- and general stamp papers of ₹ 71,500/-.

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

DETAILS OF THE PROPERTY

Plot No. A-1A (A-One-A) and A-1B (A-One-B), (Part of Plot No. A-1) situate at Vibhuti Khand, Gomti Nagar, Lucknow, measuring 1897 (One Thousand Eight Hundred Ninety Seven) sq. mts. more fully described hereunder on which the project shall be developed and is bounded as under :-

North	: 30 Mtr. wide road
South	: Others Property
East	: 18 Mtr Wide Road
West	: Others property



FOR CHINMAY ASSOCIATES

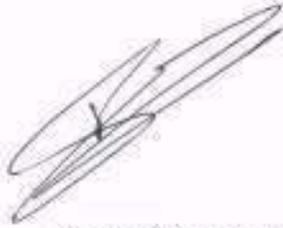


Partner

IN WITNESS WHEREOF the parties have signed this Agreement on the day and date first above mentioned.

WITNESSES :

1.

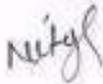


(Pulkit Singh Verma)
S/o Sri Mudit Verma
R/o 28, Park Road, Bijwa House,
Lucknow



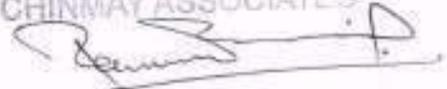
(FIRST PARTY/ OWNER)

2.



(Nityanand Tiwari)
S/o Sri Surendra Kumar Tiwari
R/o Village & Post Midaniya Garhi
Lakhimpur Kheri



FOR CHINMAY ASSOCIATES


Partner

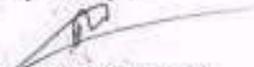
(SECOND PARTY/BUILDER)

Drafted by :

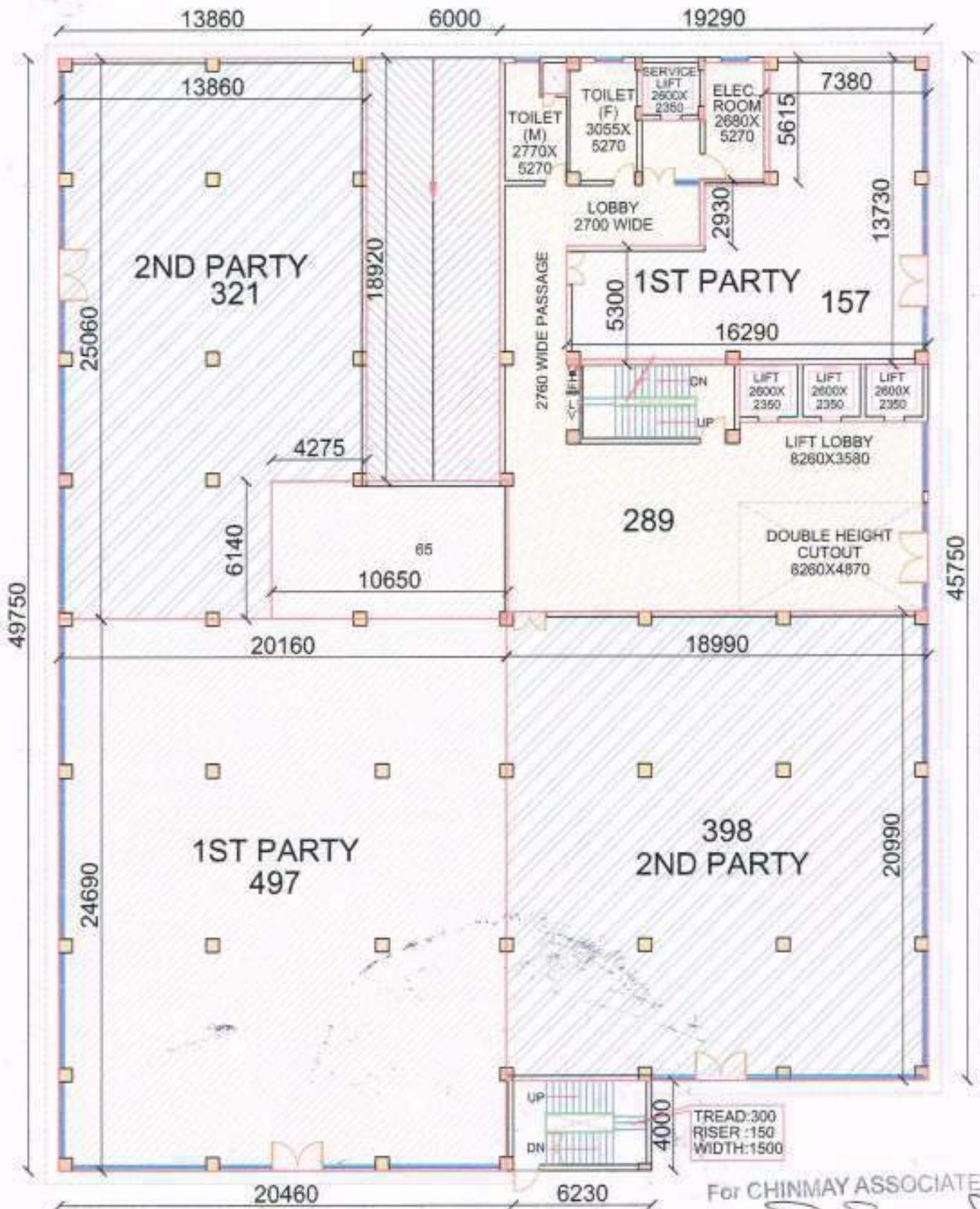


(Arun Khanna)
Advocate
Civil Court, Lucknow.

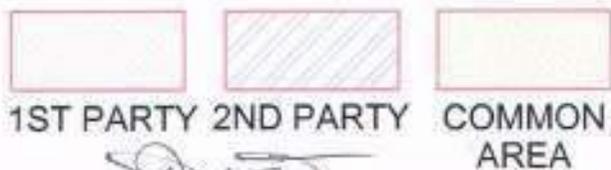
Composed by :



(Amit Kumar Singh)
Civil Court, Lucknow



GROUND FLOOR PLAN



Handwritten signature

AREA STATEMENT

Partner

FLOOR	1ST PARTY	2ND PARTY
GROUND FLOOR	719	719

विक्रय अनुबंध विलेख

93,115,880.00

20,000.00

140 20,140.00

0

प्रतिफल

मालिफत

अग्रिम धनराशि

फोटो रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री

मुदित वर्मा

पुत्र श्री

स्व.धीर सिंह वर्मा

[Signature]



व्यवसाय व्यापार

निवासी स्थायी 28, पार्क रोड बिजवा हाउस लखनऊ

अस्थायी पता

ने यह लेखपत्र हम कार्यालय में

दिनांक 13/4/2017

समय 3:47PM

रजिस्ट्रार अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव
उप-निबन्धक (द्वितीय)

लखनऊ

13/4/2017

बजे निबन्धन हेतु पेश किया।

[Signature]

निष्पादन लेखपत्र बाद चुनने व समझने मजबूत व प्राप्त धनराशि रु प्रलेखानुसार उक्त

विक्रेता

क्रेता

श्री मुदित वर्मा

पुत्र श्री स्व.धीर सिंह वर्मा

पेशा व्यापार

निवासी 28, पार्क रोड बिजवा हाउस लखनऊ

[Signature]



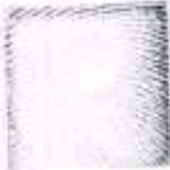
मेसर्स चिन्मय एशोसिएट द्वारा पार्टनर रवि बंसल

पुत्र श्री पी.डी.बंसल

पेशा व्यापार

निवासी पंजीकृत कार्या - ए-1, विभूति खण्ड गोमती नगर लखनऊ

[Signature]



ने निष्पादन स्वीकार किया।

जिनकी पहचान

पुलकित सिंह वर्मा

मुदित वर्मा

पेशा व्यापार

निवासी 28, पार्क रोड बिजवा हाउस लखनऊ

व

नित्यानन्द सिवारी

सुरेन्द्र कुमार सिवारी

पेशा

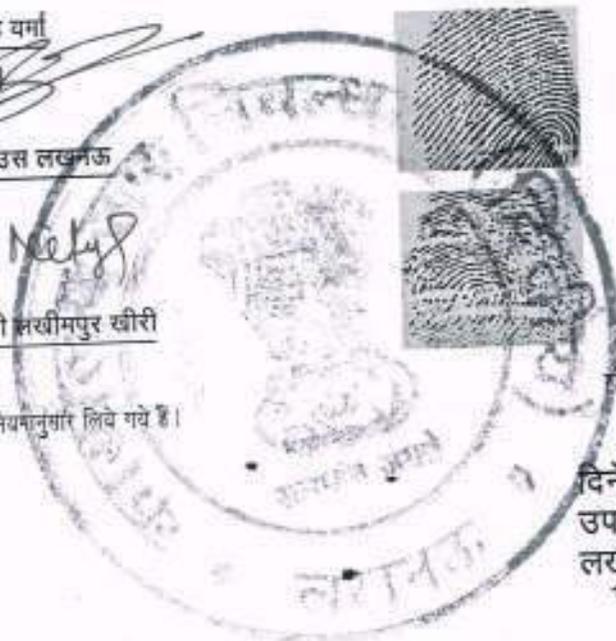
व्यापार

निवासी

ग्राम व पोस्ट भैदनिया घडी सरखीमपुर खीरी

ने श्री।

प्रत्यक्षता: मद्र साक्षियों के निम्न अंगूठे नियमानुसार लिये गये हैं।

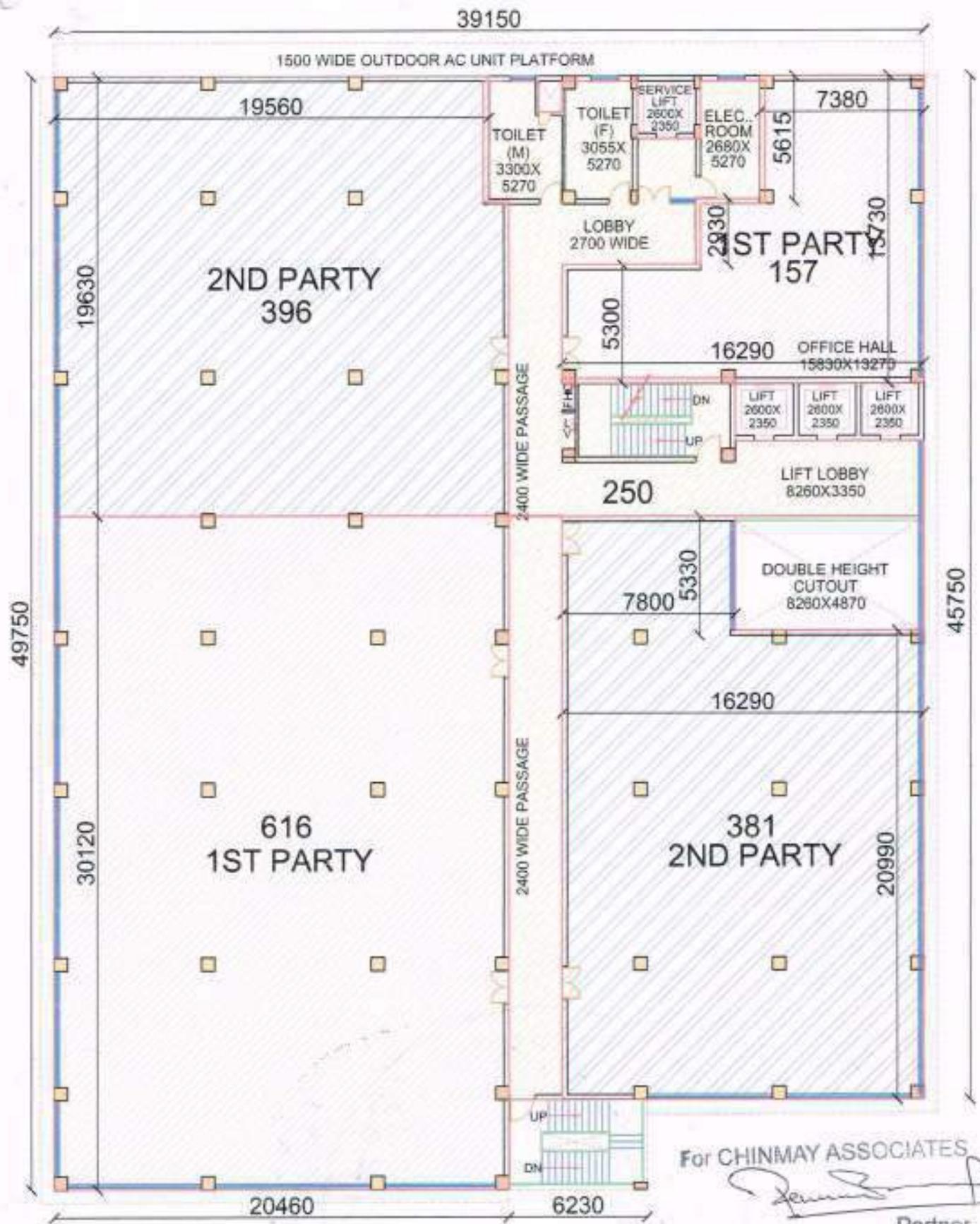


रजिस्ट्रार अधिकारी के हस्ताक्षर

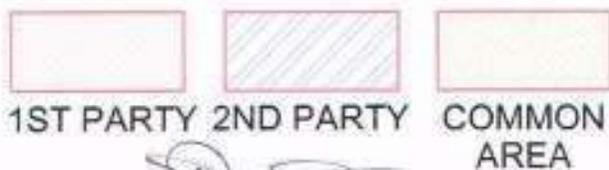
दिनेश चन्द्र यादव
उप-निबन्धक (द्वितीय)

लखनऊ

13/4/2017



FIRST FLOOR PLAN



AREA STATEMENT

FLOOR	1ST PARTY	2ND PARTY
1ST FLOOR	773	777

विक्रेता

Registration No.: 3802

Year: 2017

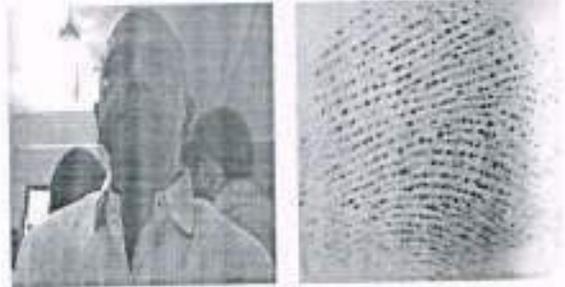
Book No.: 1

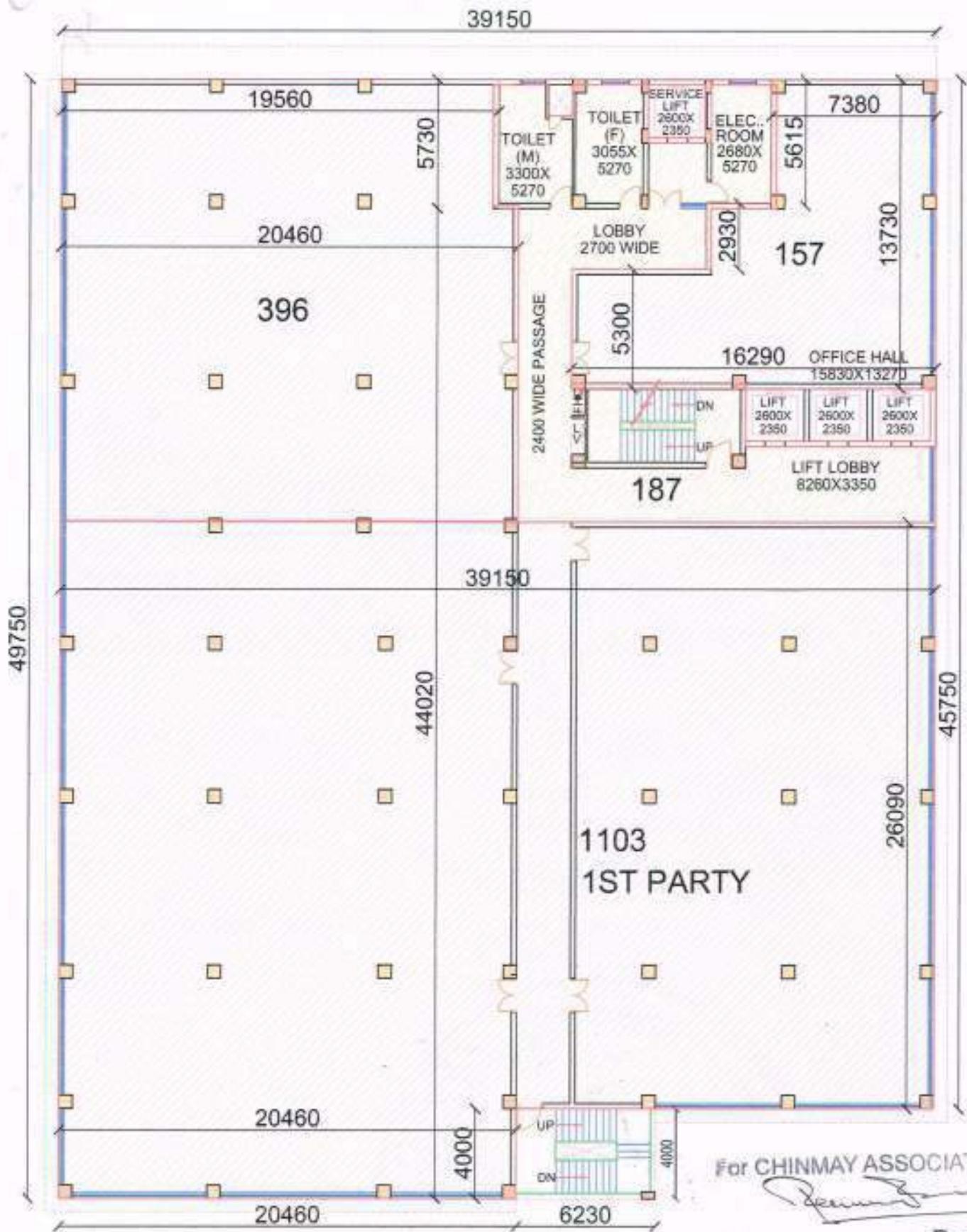
0101 मुदित वर्मा

स्व.धीर सिंह वर्मा

28 , पार्क रोड बिजवा हाउस लखनऊ

व्यापार





SECOND & FOURTH FLOOR PLAN



Handwritten signature

AREA STATEMENT		
FLOOR	1ST PARTY	2ND PARTY
2ND&4TH FLOOR	1656	0

क्रेता

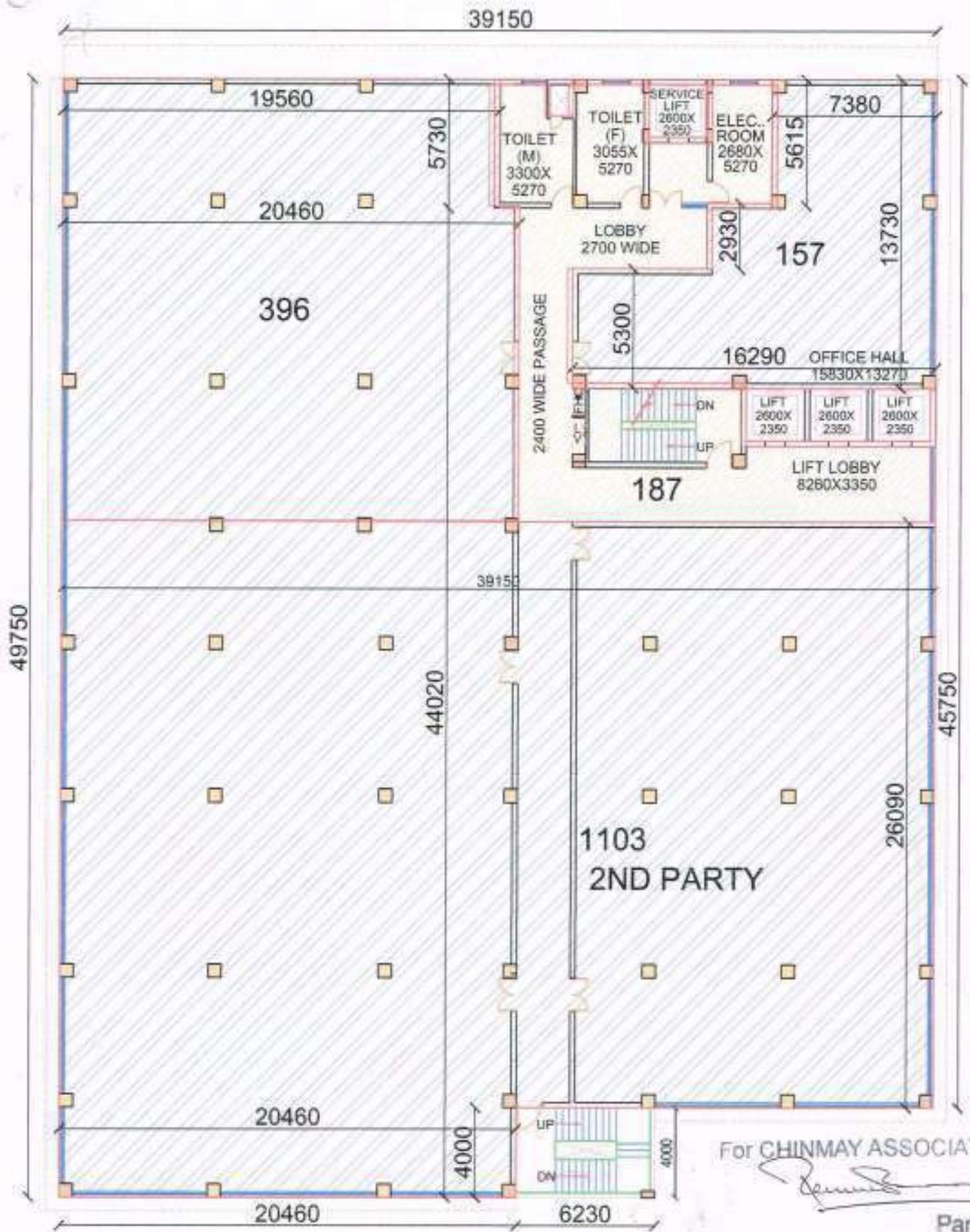
Registration No. : 3802

Year : 2,017

Book No. : 1

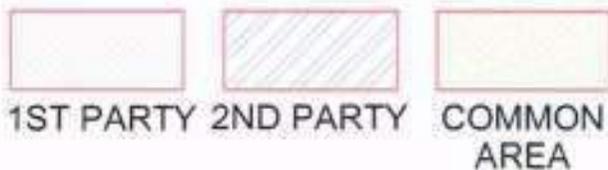
0201 मेसर्स चिन्मय एरोसिएट द्वारा पार्टनर रवि बंसल
वी.डी.बंसल
पंजीकृत कार्या - ए-1, विभूति खण्ड गोमती नगर लखनऊ
ध्यापार





For CHINMAY ASSOCIATES
[Signature]
 Partner

THIRD, FIFTH & SIXTH FLOOR PLAN



AREA STATEMENT		
FLOOR	1ST PARTY	2ND PARTY
3RD, 5TH & 6TH FLOOR	0	1656

गवाह

Book No.: 1

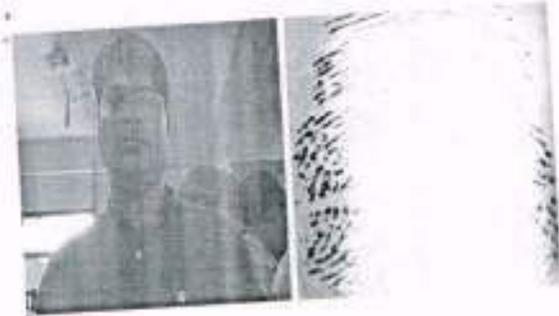
Registration No.: 3802

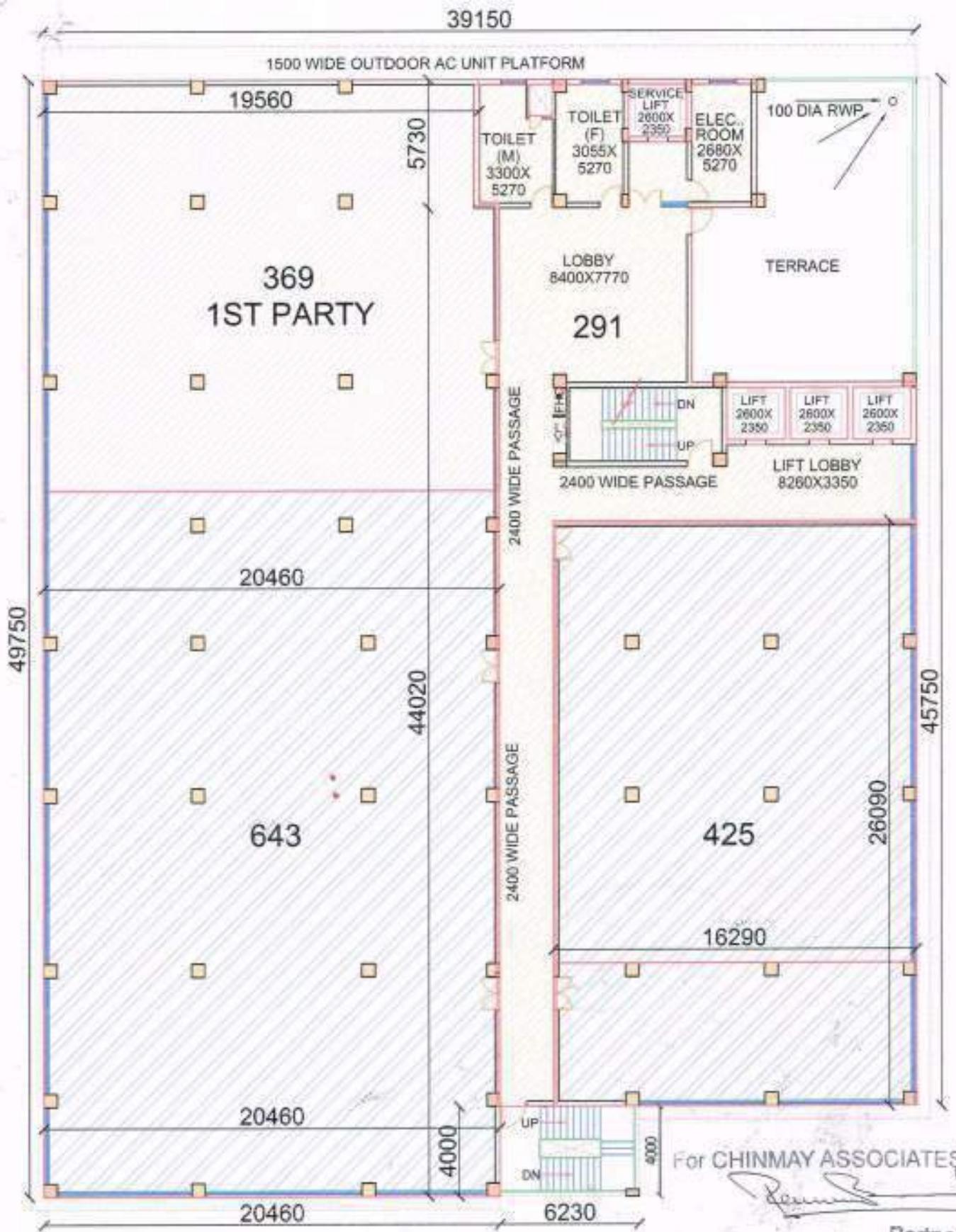
Year: 2017

W1 पुलकित सिंह वर्मा
मुदित वर्मा
28, पार्क रोड बिजवा हाउस लखनऊ
व्यापार



W2 नित्यानन्द तिवारी
सुरेन्द्र कुमार तिवारी
ग्राम व पोस्ट नैदनिया घडी लखीमपुर खीरी
व्यापार





7th FLOOR PLAN



AREA STATEMENT		
FLOOR	1ST PARTY	2ND PARTY
7TH FLOOR	369	1068

28 Apr 2017

आज दिनांक 13/04/2017 को

वही सं. 1 जिल्द सं. 19537

पृष्ठ सं. 237 से 288 पर क्रमांक 3802

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव

उप-निबन्धक (द्वितीय)

लखनऊ

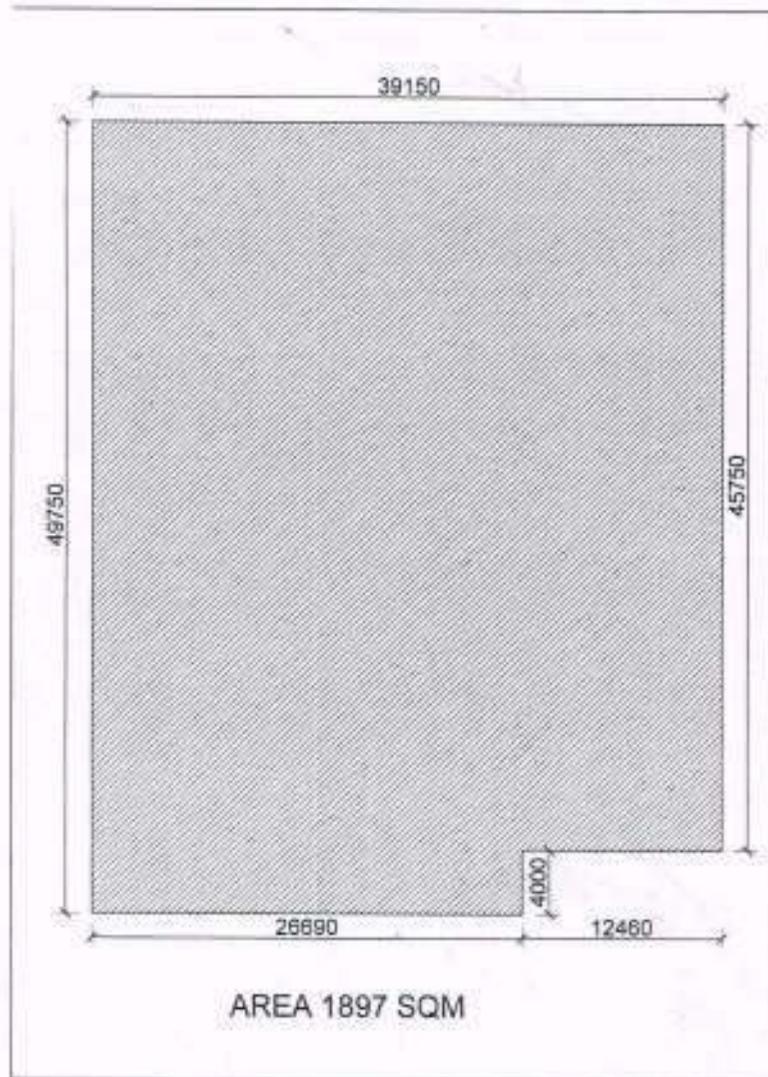
13/4/2017



MAP OF

Plot No. A-1A and A-1B, (Part of Plot No. A-1) situate at Vibhuti Khand, Gomti Nagar, Lucknow, measuring 1897 sq. mts. more fully described hereunder on which the project shall be developed and is bounded as under :-

North : 30 Mtr. wide road
South : Others Property
East : 18 Mtr Wide Road
West : Others property



OWNER / FIRST PARTY

For CHINMAY ASSOCIATES

Partner

BUILDER / SECOND PARTY

वाच संख्या 123 वर्ष 2017
न्यायालय (पुणे) दि. 23/5/2017
स्टाम्प एक्ट की धारा 40 (क) के अंतर्गत प्रमाण पत्र

प्रमाणित किया जाता है कि इस विलेख पर कुल स्टाम्प
रुपये 6518500 रूप में चुका है।
अतः यह विलेख यथा दिनांक स्थापित है।

अपर जिलाधिकारी (पुणे एवं रोजी)
लखनऊ
99 517

