

- e. **BUILDERS ALLOCATION** "shall mean the area/ space allocable to the respective builders companies in the building under the terms of the agreement.
 - f. **BUILDING PLANS** "shall mean the plans approved by Lucknow Development Authority vide permit no. 33657 dated 31/7/2012 and released on 6/2/2014 and will include any fresh plans and/or amendments thereto and/or modifications made or caused to be made at the sole discretion of the builders from time to time in view of any change in FAR or Building Bye Laws till completion of the building but subject to sanction and approval of all such fresh plans, amendments , modification, etc. to the original sanctioned and approved plan or fresh plans and amendments thereto including compounding plans by LDA or any other sanctioning authority.
 - g. **PARTIES** "shall mean the owner and the respective builders as mentioned in the first part of this agreement.
2. That the second and third parties, the builders have fully satisfied themselves that the firm M/S Umrao Theatre is the owner of the plot No. 752M, the subject matter of this agreement. The second and third parties have also got measured the area of the plot and do hereby confirm the area

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Jash Gupta
Anil Agarwal

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Reciprocal Peakstate Ltd.

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Suresh

BUILDERS AGREEMENT

THIS BUILDERS AGREEMENT MADE THIS 10TH DAY OF DECEMBER 2014 BETWEEN M/S UMRAO THEATRE, MAHANAGAR LUCKNOW, A REGISTERED PARTNERSHIP FIRM HAVING BEEN REGISTERED WITH THE REGISTRAR OF FIRMS UNDER THE INDIAN PARTNERSHIP ACT, CARRYING ON BUSINESS AT UMRAO THEATRE BUILDING, MAHANAGAR, FAIZABAD ROAD, LUCKNOW BY (1) SHRI RAM CHANDRA AGARWAL SON OF LATE LALA UMRAO SINGH THROUGH HIS CONSTITUTED ATTORNEY ASHISH KUMAR AGARWAL SON OF SHRI RAM CHANDRA AGARWAL RESIDENT OF UMRAO SINGH KOTHI, BABUGANJ, LUCKNOW (VIDE REGISTER POWER OF ATTORNEY DATED 27/08/1999 REGISTERED IN BOOK NUMBER IV VOLUME 144 ON PAGES 97/106 AS DOCUMENT NUMBER 728) DETAILED AT SERIAL NO. 3 (2) ADESH KUMAR AGARWAL (3) ASHISH KUMAR AGARWAL AND (4) ATUL KUMAR AGARWAL, ALL SONS OF SHRI RAM CHANDRA AGARWAL, ALL RESIDENTS OF UMRAO SINGH KOTHI, BABUGANJ,

[Handwritten signatures: Ashish Kumar Agarwal, Adesh Kumar Agarwal, Atul Kumar Agarwal]

[Handwritten signature: Seema]

Rechnowal & Associates LLP

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LUCKNOW, THE PARTNERS OF THE AFORESAID FIRM (HERE INAFTER COLLECTIVELY CALLED THE OWNERS OR FIRST, WHICH EXPRESSION SHALL MEAN AND INCLUDE THE RESPECTIVE HEIRS, SUCCESSORS ,ASSIGNS ETC.OF EACH PARTNER OF THE FIRM) OF THE FIRST PART .

AND

1. M/S LIMELITE TRADECOM PVT. LTD A COMPANY REGISTERED UNDER THE INDIAN COMPANIES ACT, 1956, HAVING ITS REGISTERED OFFICE AT 23 A, NS ROAD, KOLKATA, BY ITS DIRECTOR SHRI SHOBHIT MOHAN DAS, AGED ABOUT 40 YEARS SON OF LATE SHRI PREM MOHAN DAS , RESIDENT OF ANAND BHAWAN, GOLGHAR, CINEMA ROAD, GORAKHPUR, FOR AND ON BEHALF OF THE COMPANY (HEREINAFTER CALLED THE FIRST BUILDER OR SECOND PARTY, WHICH EXPRESSION SHALL MEAN AND INCLUDE THE SUCCESSORS OF THE COMPANY , ASSIGNS ETC.) OF THE SECOND PART.

2. M/S RECIPROCAL REALESTATE LLP, REGISTERED UNDER THE INDIAN COMPANIES ACT , 2013, HAVING ITS REGISTERED OFFICE AT

Shobhit Mohan Das
Shri Prem Mohan Das

Shri Prem Mohan Das

Recipient's Address: LLP

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ANAND BHAWAN, BANK ROAD, VIJAY CHOWK, GORAKHPUR, BY ITS PARTNER JAY RAM JALAN, AGED ABOUT 42 YEARS, SON OF KAUSHALA NANDAN JALAN RESIDENT OF 4/48, GOMTI NAGAR EXTENSION, LUCKNOW FOR AND ON BEHALF OF THE LLP (HEREINAFTER CALLED THE SECOND BUILDER OR THIRD PARTY, WHICH EXPRESSION SHALL MEAN AND INCLUDE THE SUCCESSORS OF THE COMPANY, ASSIGNS ETC.) OF THE THIRD PART.

WHEREAS, M/S Umrao Theatre Pvt. Ltd., the owner/ first party has been the absolute owner of the property detailed in the schedule of the property to this deed and the firm has got clear, marketable and unencumbered title to the land comprised in Khasra Plot No. 752M, situated at Mahanagar, Faizabad Road, Lucknow, and as such the firm has absolute right to enter into this Builders Agreement with the second and third party. It may be stated that the owner/ first party is the absolute owner of 4712 sq.mts. of land forming part of Khasra No. 752 M. aforesaid, out of which only on an area of 2600 sq.mts. (more or less) as demarcated in the map annexed the project shall be developed. AND ;

WHEREAS, the firm/ owner / first party have been interested in the development of the said open land and to construct multiple/ mall

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Atul Agarnal

Residential Scheme

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thereon, but on account of lack of experience, technical know how and lack of finances, the owner/first party is not in a position to develop the said open land of their own in accordance with the modern concept of development of land. AND ;

WHEREAS, the second party and the third party jointly called the Builder's being reputed companies dealing in development of land and have got vast experience, technical know how and necessary resources in the field of construction and real estate development, have approached the first party for the development of the aforesaid land and to construct Multiplex/ Commercial Complex on the aforesaid land as per the sanctioned plans, AND;

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

**NOW IT IS HERE BY 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:

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Reciprocal Real Estate LLP
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- a. **PLOT** " for the purposes of this agreement shall mean all that piece and parcel of land bearing Khasra No. 752M , measuring 4712 sq. mtrs; out of which only on an area of 2600 sq. mtrs. (more or less) morefully described hereunder on which the project shall be developed together with heridatments, easements , appurtenances.
- b. **BUILDING** "means Multiplex/ Commercial Complex to be built by the builders/ second and third party in all respects on the plot in accordance with the sanctioned building plans, with necessary and permissible deviations, additions, alterations duly sanctioned by LDA or any other appropriate authority , to be constructed by the builders on the said plot.
- c. **COMMON FACILITIES** " shall mean and include atrium, corridors, stairways, passage ways, lifts, escalators, shafts, generators, A.C. plant, chillers etc. and other facilities required for the establishment, enjoyment, maintenance of the Multiplex/ Commercial Complex and/ or common facilities or any of them.
- d. **OWNER ALLOCATION** "shall mean the area/ space allocable to owner firm in the building under the terms of the agreement.

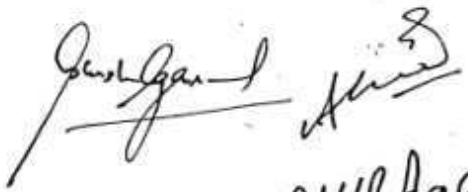
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Anil Agarwal

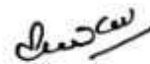
Reciprocal Real Estate LLP

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of the plot. Henceforth the second and third party shall have no right to question or dispute the title of the owner company of the aforesaid plot and the area and measurement thereof.

3. 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 and water from the Government and all concerned authorities and departments for the construction of Multiplex/ 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 .
4. That M/s M/S RECIPROCAL REALESTATE LLP, the third party shall carry out and bear the entire cost of the entire RCC work of the Multiplex/ Commercial Complex as per the plans sanctioned by LDA. The owner will not be liable to bear any part of such costs and expenses to be incurred by the third party.


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5. That M/S LIMELITE TRADECOM PVT. LTD , the second party will raise, construct and complete the Multiplex/ Commercial Complex right from the stage of preparations of various layout plans, NOC'S and whatever will be required to be done to complete the Multiplex/ Commercial Complex, except RCC work of the entire building, which is to be done by third party. In this regard the entire cost and expenses, except the cost and expenses in RCC work of the building, 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.

6. That M/s LIMELITE TRADECOM PVT. LTD, the second party will construct and provide three auditoriums for exhibition of films along with cafeteria, cinema lobby, toilets etc. on second / third floor. The seating capacity of Audi 1 , Audi 2, And Audi 3 will be 206, 214 and 233 seats respectively. The auditoriums for exhibition of films will be constructed as per U.P. cinematograph laws, rules and regulations, as enforced at the time of construction of the auditoriums. These three Audis with cafeterias, cinema lobby, toilets etc. forming part of the cinema Auditorium will be leased out to other parties and the rent/ income generated

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Anil Agarwal

Reciprocal Real Estate LLP

Partner

there from will be shared equally between the first party/ owner and the second party/ first builder. The expenses in running the Auditorium and there maintenance shall be the liability / responsibility of the lessee.

7. That the second party will also provide cafeteria on upper ground floor and first floor atrium as also food court on third floor. These areas will also be leased out to other parties on rent and the income generated therefrom will be shared equally between the first party/ owner and the second party/ first builder. The entire cost of providing fixtures, furniture's, interior decorations, electric fittings, etc. shall be borne by the lessees of cafeterias and food court and not by the owner or the builder.

8. That the Multiplex/ Commercial Complex shall consist of two basements -one above the other, lower ground floor, upper ground floor, first floor, second floor and third floor. The two basements will be used for parking and services. The height of each basement will be atleast 14 feet from the floor for installation of mechanized parking. For mechanized parking the second party shall install the required number of mechanized parking machines as approved by LDA at their own cost. The net income after meeting all the expenses

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concerning parking will be shared equally between the first party/ owner and the second party/ first builder.

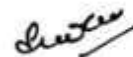
9. That all the advertisement and publicity revenue generated inside and outside the Multiplex/ Commercial Complex will be shared equally between the first party/ owner and the second party/ first builder alone. However, the income that will be generated through advertisement during the exhibition of films inside the Auditoriums will belong to the lessee who will take the Auditoriums on rent.

10. That in consideration of M/S RECIPROCAL REALESTATE LLP, the third party agreeing to carry out the entire RCC work of the Multiplex/ Commercial Complex, at their own cost, in the manner specified in the sanctioned plan, the third party will get the entire lower ground floor area only and no more as their share in the Multiplex/ Commercial Complex and will not be entitled to claim or demand any further area / amount from the owner/ first party and the first builder/ second party.

11. That the sharing of the built up area on upper ground floor, first floor and second floor except the cafeteria , food court, Auditoriums ,parking area etc mentioned above of the Multiplex/ Commercial Complex between the owner/ first party and the first builder/ second party will be as follows:

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Reciprocal Realestate LLP


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	1 ST BUILDER/ SECOND PARTY	OWNER/ FIRST PARTY
GROUND FLOOR		
	68.29 (SH19) sq. mtrs.	69.13 (SH17) sq. mtrs.
	67.06 (SH18) sq. mtrs.	71.19 (SH16) sq. mtrs.
	78.55 (SH12) sq. mtrs.	76.75 (SH13) sq. mtrs.
	82.63 (SH11) sq. mtrs.	75.01 (SH14) sq. mtrs.
	119.78 (SH8) sq. mtrs.	319.42 (SH 09) sq. mtrs.
	97.34 (SH7) sq. mtrs.	75.04 (SH4) sq. mtrs.
		75.04 (SH3) sq. mtrs.
		73.15 (SH15) sq. mtrs.
		75.04 (SH2) sq. mtrs.
		151.17 (SH 1) sq. mtrs.
TOTAL	513.65 sq. mtrs.	101.9 (SH10) sq. mtrs.
		1162.84 sq. mtrs.
FIRST FLOOR		
	69.14 (SH118) sq. mtrs.	68.28 (SH120) sq. mtrs.
	71.2 (SH117) sq. mtrs.	67.06 (SH119) sq. mtrs.
	76.55 (SH114) sq. mtrs.	73.15 (SH116) sq. mtrs.
	284.53 (SH110) sq. mtrs.	75.01 (SH115) sq. mtrs.
	121.33 (SH106) sq. mtrs.	80.21 (SH112) sq. mtrs.
	55.98 (SH102) sq. mtrs.	87.37 (SH111) sq. mtrs.
	55.98 (SH103) sq. mtrs.	95.95 (SH109) sq. mtrs.
	78.55 (SH113) sq. mtrs.	78.26 (SH108) sq. mtrs.
	125.80 (SH 101) sq. mtrs.	165.28 (SH105) sq. mtrs.
		55.98 (SH104) sq. mtrs.
TOTAL	939.06 sq. mtrs.	78.21 (SH107) sq. mtrs.
		924.76 sq. mtrs.
SEOND FLOOR		
	125.80 (SH201) sq. mtrs.	348.68 (SH206) sq. mtrs.
	55.97 (SH202) sq. mtrs.	55.97 (SH205) sq. mtrs.
	255.96 (SH207) sq. mtrs.	55.97 (SH204) sq. mtrs.
	55.97 (SH203) sq. mtrs.	
TOTAL	493.7 sq. mtrs.	460.62n sq. mtrs.

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12. That it is further agreed that Shop NO. 5 measuring 75.04 sq.mts. and Shop No. 6 measuring 484.82 sq.mts. on the upper ground floor shall be owned and held jointly by owner / first party and first builder/ second party and the lease rent generated from the above two shops will be shared equally between the owner / first party and first builder/ second party.
13. 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, lifts, elevators, generators, A.C plants, chillers etc. and day to day maintenance. The first party and the second party will jointly realize the CAM charges from the occupiers of LGF, UGF, First, Second and Third Floor. These CAM charges will also be payable by the lessees of cafeterias, food court, Audis and hyper market. 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 first builder/ second party.
15. That the additional construction, if 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.

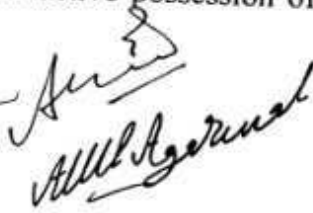
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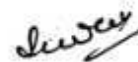
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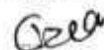
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16. That it is agreed and covenanted by the second party, third party and the first party that the second party and third party will commence construction of the proposed building immediately after getting constructive possession of the plot from the first party and shall complete the entire project within 30 (thirty) months from the date of getting constructive possession of the plot.
17. That, it is hereby agreed that all the three 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.
18. That the name of the Multiplex/Commercial Complex will be "UMRAO MALL".
19. That the second party and the third party shall construct the proposed building with first class materials and workmanship. The appointed Architect & Engineers will certify the quality of the construction work carried out by the second and third party.
20. That the second party shall complete the proposed building within a period 30 (thirty) months from the date of getting constructive possession of the plot. In the event of delay in



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completion of the building by the second party (except due to reasons beyond the control of second party such as natural calamities, riots or force majeure etc.) beyond the aforesaid period of 30 months, the second party shall pay to the first party a consolidated sum of Rs. THREE lacs per month as compensation without demur upto 6 (six) months of such delay. If delay is beyond a period of 6 (six) months the second party will compensate the first party at the rate of Rs. FOUR lacs per month for the following months after (6) six months.

21. That when the building has been constructed and completed, the Builder/Second party shall remove from the premises all debris, used materials or left over materials, T&P etc. and make the site clean and usable. The builder shall inform in writing about the completion of the building to the first party for the purposes of this agreement.
22. That the builders i.e., the second and the third party shall be the exclusive owners of the total built-up area assigned to each of them, as mentioned above, over which each of them shall have absolute & exclusive right to sell, let out, lease out or part with in any manner whatsoever and to make bookings, receive advance payment from intending purchases, lessees etc. and to enter into agreements to sell or

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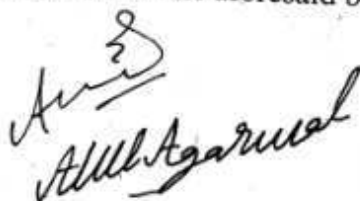
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lease the proposed area falling to the share of each builder i.e., second and third party and the owner i.e. the first party and each shall have exclusive right title and interest over the total built up area assigned to each of them and will be at liberty to deal with the same in any manner each of them may decide from time to time. Neither the first party nor the second party nor the third party nor their successors will interfere in the aforesaid arrangements.

PROVIDED that the builders and the owner (inclusive "their heirs, assign and transferees, successors etc.) shall never has a right to make any external changes in design or color etc.; as to effect the front elevation of the building or spoil its aesthetic beauty or integrated scheme.

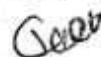
23. That the first builder/second party and second builder/third party shall solely be responsible to pay the stamp duty and other charges of conveyance in respect of transfer of their respective proportionate right in the land and the share of built up area of the builders in the proposed building.
24. That except as hereinabove provided, the owner firm/first party shall not interfere with or obstruct in any manner with the execution and completion of work, development and construction of the aforesaid building.




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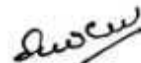


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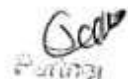


25. That the first party/owners undertake to execute all the necessary documents, agreements and assurances etc. as may be necessary and requisite to be executed, given and allowed to the builders in respect of area allocable to the share of the second party and third party respectively. The two builders shall always be fully competent to negotiate for the transfer of any part or portion of the area falling to the share of the respective builders under this deed to any person and for this purpose, the second party and third party can enter into agreements and accept cash, pay order, draft etc., from all such transferees in the name of the builders company and issue receipts for all such payments and sign and execute the necessary papers, documents, etc. in this respect.
26. That the owner/first party shall do all acts, deeds, matters and things, as is are 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 any thing, which may contravene the terms of this Agreement.
27. That the first party declares and assures the second party and third 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



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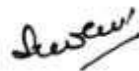

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notice of requisitions, verbal or written from any authority has been received by the first party in respect of the said property.

28. That if there is any claim, demand, tax, liability or any other court order, whatsoever against the first party, then it is a condition of this agreement that the work of the development and/or other matters incidental to this agreement shall not, at any time during or after the completion be stopped, prevented obstructed or delayed in any manner, whatsoever, by the first party.
29. That the builder/second party and third party shall not part with possession or alienate, in any manner, their respective share or any portion there of till they secure and handover to the owner/first party the actual and physical possession in completely finished state of the share of the first party as stipulated in this deed.
30. 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, second party and the third 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.

31. That as and when the second party and the third party will execute the sale deed or transfer deed of any portion of the building that has fallen to the share of the second party and third party then the first party will join in such deed if necessary only, as a confirming party to the said sale deed subject to the condition that the first party shall not be responsible or liable to bear any cost of execution of such deed or any other liabilities or taxes that may be imposed on/or payable by the second party or third party either to the Central Government or to the State Government or to any local authority.
32. That the second party/first Builder have already paid a sum of Rs.1.00 Crore (Rs.One Crore) to the "Owner" as a deposit money and the same shall be refundable without interest by the "Owner" to the "Second Party" on completion of the building alongwith furnishing and obtaining completion certificate from LDA as required by law and handing over the same to the first party/Owner.

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Abhishek Arora

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Reciprocal Real Estate LLP

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33. That in case the "Owner" fail to refund the deposit money despite completion of the construction and obtaining the completion certificate, and offering the handing over possession to the first party the "Builders" shall at their option may seek a share in the built-up area after mutual discussions amongst the parties hereto and on such price as may be agreed to.
34. That the second party and third party shall engage architects, engineers, labours and workmen etc., in their own respective names and also procure, purchase materials etc., for construction etc., in their own respective names and the owner shall have no liability either financial or of any kind in these regards. The second party and the third party alone will be liable and responsible for all the labour disputes, ESIC, PF, Labour Cess under Building and other Constructions Workers Act and also all other charges relating to labours either payable to the State Government or Central Government or to any statutory corporation or local authority. Any third party liability during construction of the multiplex / commercial complex will be the liability of the second party and the third party, as the case may be.
35. That the second and third party, jointly called the Builders, alone will be liable to pay and comply with the provisions in

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regard to VAT, Central Sales Tax, State Trade Tax, G.S.T. etc. if applicable or imposed in future, for the construction of multiplex/commercial complex. The first party/owner will never be liable and responsible to pay and comply the same.

36. That if service tax is ever imposed on this Builder's Agreement, the same will be borne by the first party, second party and third party in proportion to their respective shares in the multiplex/commercial complex.
37. 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 and/or third party nor shall first party and second party and/or third party in any manner constitute an association of person(s).
38. That it is specifically agreed amongst the parties hereto that the builders namely "Second Party" and "Third Party" shall enter into the land as licensee only, without affecting in any manner right, title, interest and possession of the owner.
39. That for the sake of clarity, it is agreed, confirmed and declared by the parties hereto that the Agreement recorded



Reciprocal Real Estate (LP)



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".

40. That it is specifically agreed to and stipulated by the "Owner" and "Builders" 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 "Owners". The "Builders" shall not be entitled to create any lien, charge or encumber and/or deal with the same in any manner during continuance of the "Project".
41. 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.

42. 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.

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Anil Agarwal

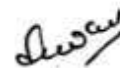
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This Agreement supersedes any and all prior or previous correspondence, understanding or agreement(s) or arrangement(s) between the Parties, whether written or oral, in relation to such matters, and any and all such prior or previous understanding 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 hereinfore 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.



Reciprocal Real Estate LLP



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

44. 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

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Reciprocal Real Estate L.P.

[Handwritten initials]

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.

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

This Agreement may be changed, amended, altered or modified only by an instrument in writing, signed by both the parties or by the duly authorized representative of each of the Parties, whose particulars shall be annexed to this Agreement 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.

46. **COUNTERPARTS**

Ishtiaq Ahmad
Abul Hasan Ali Nadwi

Engr. Iqbal

Reciprocal Real Estate LLP

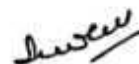
See

This Agreement is being executed in two counterparts, each in the like form and each will be treated as original for all purposes whatsoever.

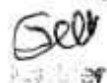
47. That the parties undertake not to do any act, which in any way or manner, contravene the terms of this Agreement.
48. That the modus operandi of this Builder's Agreement shall be in the following manner :-

- (a) That the builders will be placed in constructive possession to develop the plot as per the plans already approved by L.D.A.
- (b) That after getting constructive possession of the land, the second party and third 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 possession of the land as already stated above.
- (c) That as soon as the second party and third 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


Ashish Agarwal



Reciprocal Restrictive LLP


Siddhartha

विक्रय अनुबंध विलेख

81,408,000.00

10,000.00

20

10,020.00

1,000

प्रतिफल मालिकता अग्रिम धनराशि फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

मे.उमराव धेंटर द्वारा भागीदार आशीष कुमार अग्रवाल खुद व प्रतिनिधि

पुत्र श्री रामचन्द्र अग्रवाल

व्यवसाय व्यापार

निवासी स्थान उमराव कोठी बाबू गंज लखनऊ

प्रशासक पक्ष

न वर लेखपत्र इस कार्यालय में

दिनांक 9/4/2015

समय 2:30PM

वने निबन्धन हेतु पेश किया।

[Signature]



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Signature]

डी.एन.वर्मा

उप-निबन्धक तृतीय

लखनऊ

9/4/2015

निष्पादन लेखपत्र बाद मुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखनसार उक्त

पिकेता

क्रेता

मे.उमराव धेंटर द्वारा भागीदार आशीष कुमार

अग्रवाल खुद व

प्रतिनिधि मे.उमराव धेंटर द्वारा भागीदार राम चन्द्र

अग्रवाल आदि

पुत्र श्री राम चन्द्र अग्रवाल

पुत्र/पत्नी श्री पेशा व्यापार

[Signature]



मे0लाइमलाईट ट्रेड.प्रा.लि.द्वारा निदे. शोभित मोहन दास

पुत्र श्री स्व0प्रेम मोहन दास

पेशा व्यापार

निवासी आनन्द भवन गोलघर जिला गोरखपुर

[Signature]



मे.उमराव धेंटर द्वारा भागीदार आदेश कुमार

अग्रवाल

पुत्र श्री राम चन्द्र अग्रवाल

पेशा व्यापार

निवासी उमराव सिंह कोठी बाबूगंज लखनऊ

[Signature]



मे.रेसीप्रोकल रियल0एल एल पी द्वारा पार्ट0जय राम जालान

पुत्र श्री कौशला नन्दन जालान

पेशा व्यापार

निवासी 4/4B/गोमतीनगर लखनऊ

[Signature]



श्री मे.उमराव धेंटर द्वारा भागीदार अतुल कुमार

अग्रवाल

पुत्र श्री राम चन्द्र अग्रवाल

पेशा व्यापार

निवासी उमराव सिंह कोठी बाबूगंज लखनऊ

[Signature]



provide an attested copy of such completion certificate to the first party.

(d) Upon such completion of the building the possession of the agreed area shall be handed over by the second party to the first party.

49. 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 be subject to the jurisdiction of Lucknow Courts only.
50. 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 and third party.
51. That the area of the plot over which the project will be developed is measuring 2600 sq mtrs, the valuation whereof for the purposes of stamp duty as per Direction No. 11 & 21 notified by collector alongwith rate list is as under:-

For 1st 1000 sq mtr @48000/- per sq.mtr.(Rs.48000x1000)=
Rs. 4,80,00,000/-


Anil Kumar


Reciprocal Real Estate Ltd.
Partner

ने निष्पादन स्वीकार किया।

पिनकी पट्टवान श्री अमित अग्रवाल

पुत्र श्री आदेश अग्रवाल

पेशा व्यापार

निवासी 120 उमराव सिंह कोठी बाबूगंज लखनऊ

च श्री प्रकारा श्रीवास्तव एडवोकेट

पेशा वकालत

निवासी सिविल कोर्ट लखनऊ

ने की।

पल्लकान्त मद्र सल्लियों के निशान अंगुठे निवमानुसार लिखे गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

डी.एन.वर्मा

उप-निबन्धक तृतीय

लखनऊ

9/4/2015



For balance 1600 sq.mtr. reduced with 30% @
Rs. 33600 x 1600 = Rs. 5,37,60,000/- Total Rs.10,17,60,000/-.
Since it is situated on the road falling between the initial
raising point and the end of the over bridge as such the value
reduced by 20% comes to Rs. 8,14,08,000/- only on which a
stamp duty of Rs. 40,80,000/- is paid as per article 5(b-2) of
Schedule I-B of Stamp Act.

It is not an instrument of transfer as such additional stamp
duty as required under section 39 of UP Urban Planning And
Development Act 1973 is not payable as per hand book
circulated by KAR EVAM NIBHANDHAN VIBHAG,
UTTAR PRADESH issued in public interest. There is no
construction on the said plot.

DETAILS OF THE PROPERTY

Khasra Plot No. 752 M, situated at Mahanagar, Faizabad Road,
District Lucknow bounded as under :-

North : Land of the owner

South : Land of the owner and Faizabad Road

[Handwritten signatures]
Anil Kumar

[Handwritten signature]

Reciprocal Real Estate LLP

[Handwritten signature]
Partner

विक्रेता

Registration No.: 1931

Year: 2,015

Book No.: 1

0101 मे.उमराव थेंटर द्वारा भागीदार आशीष कुमार अग्रवाल खुद व

राम चन्द्र अग्रवाल

उमराव कोठी बाबू गंज लखनऊ

व्यापार



0102 मे.उमराव थेंटर द्वारा भागीदार आदेश कुमार अग्रवाल

राम चन्द्र अग्रवाल

उमराव सिंह कोठी बाबूगंज लखनऊ

व्यापार



0103 मे.उमराव थेंटर द्वारा भागीदार अतुल कुमार अग्रवाल

राम चन्द्र अग्रवाल

उमराव सिंह कोठी बाबूगंज लखनऊ

व्यापार

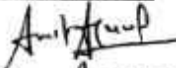


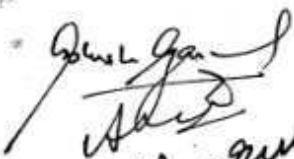
East : Land of the owner

West : Land of the owner

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

WITNESSES :

1. 
(AMIT AGARWAL)
S/o ABESH AGARWAL
120-UMMAO Singh Kothi,
Gaborghaj, Lucknow


Amit Agarwal

(FIRST PARTY)

PAN : AABFU0582A

2. 
S/o Kashi Raj Kumar
J/o Faizel Magari, Lucknow




(SECOND PARTY)

PAN : AABCL4081A

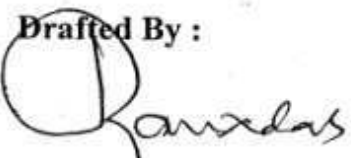
ne. Subastare L.L.


Partn

(THIRD PARTY)

PAN : AARFR2269K

Drafted By :



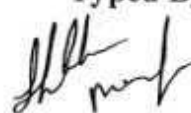
Advocate

Civil Court, Lucknow

Regn. No. 1320/1972

Mob. No. 9452296917.

Typed By :



(Shubham Maurya)

Civil Court, Lucknow

केता

Registration No. : 1931

Year : 2015

Book No. : 1

0201 मे0लाइमलाईट ट्रेड.प्रा.लि.द्वारा निदे. शोभित मोहन दास
स्व0प्रेम मोहन दास
आनन्द भवन गोलार जिला गोरखपुर
व्यापार

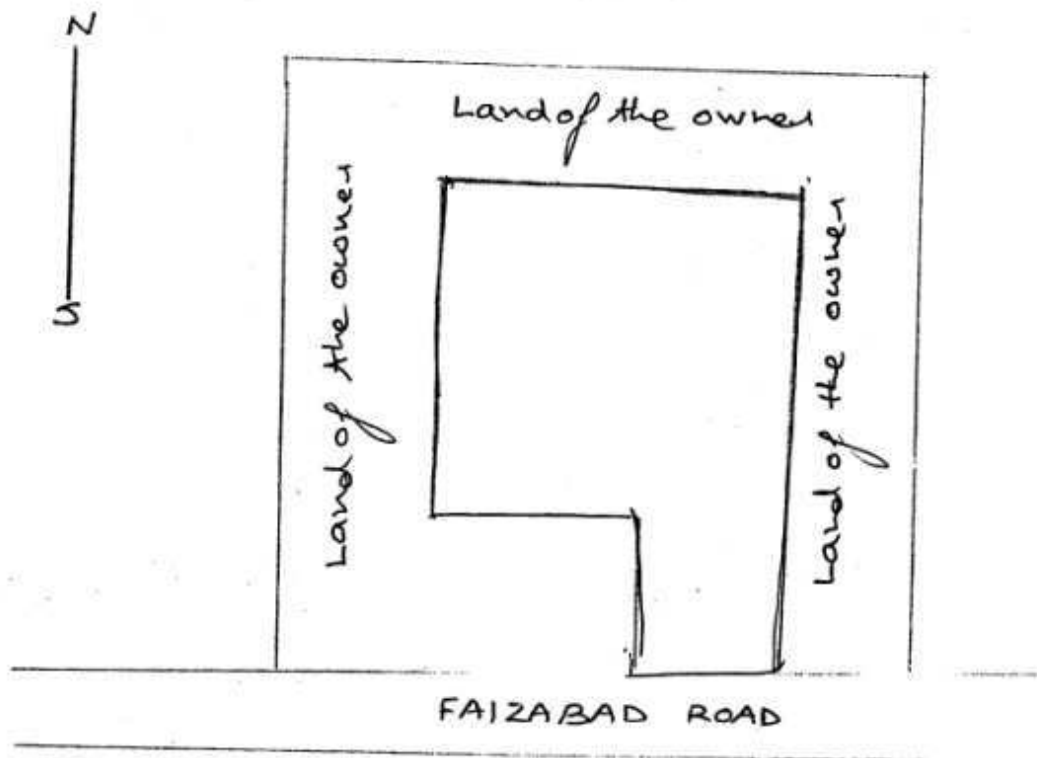


0202 मे. रेसीप्रोकल रियल0एल एल पी द्वारा पार्ट0जय राम जालान
कौशला नन्दन जालान
4/48 गोवतीनगर लखनऊ
व्यापार



SITE PLAN

KHASRA PLOT No 752 M measuring
4712 sq mtr, out of which only an
an area of 2600 sq mtr (more or less)
the project shall be developed,
situated at Mahanagar, Faizabad Road
LUCKNOW.



North:- Land of the owner
South:- Land of the owner and Faizabad Road.
East:- Land of the owner
West:- Land of the owner.

Shashi Agarwal
Agarwal

FIRST PARTY

Shashi Agarwal

Shashi

SECOND PARTY

Reciprocal Realization U.P.

Shashi

THIRD PARTY

आज दिनांक 09/04/2015 को

बही सं 1 जिल्द सं 11086

पृष्ठ सं 383 से 450 पर क्रमांक 1931

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


डी.एन.वर्मा

उप-निबन्धक तृतीय

लखनऊ

9/4/2015

