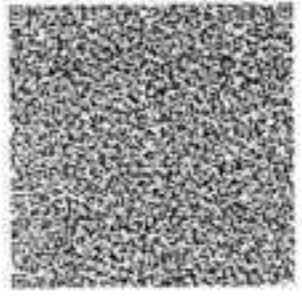




INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP01272415582544N
Certificate Issued Date	: 31-Jul-2015 05:11 PM
Account Reference	: SHCIL (FI) upshcil01/ QAISERBAGH/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0101531673696919N
Purchased by	: YAZDAN CONSTRUCTIONS
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: FREE HOLD MUNICIPAL NO.498/212, PART OF KHASRA NO.83,84,85,88 AND 89 AREA-4229.08 SQMT MAHANAGAR-LKO
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AFTEK INFRASTRUCTURE PVT LTD
Second Party	: YAZDAN CONSTRUCTIONS
Stamp Duty Paid By	: YAZDAN CONSTRUCTIONS
Stamp Duty Amount(Rs.)	: 75,32,000 (Seventy Five Lakh Thirty Two Thousand only)



Please write or type below this line



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भाग 1

संयोजित प्रथम पारी द्वारा प्राप्त होने वाला

अनुमानित अर्थ 28 70 12750

अनुमानित प्रथम पारी करने का तिथिंक 11-Jul-2015

अनुमानित प्रथम पारी का नाम एम.टी.ए. प्र. लि. द्वारा वि.पी. करुणेश कुमार

का अर्थ निकाल अनुमान विवरण

अनुमानित प्रथम पारी 0.00 1,07,59,174.00

1. अनुमानित प्रथम पारी 10,000.00

2. अनुमानित प्रथम पारी 20

3. अनुमानित प्रथम पारी

4. अनुमानित प्रथम पारी के लिए अनुमानित प्रथम पारी

5. अनुमानित प्रथम पारी

6. अनुमानित प्रथम पारी

7. अनुमानित प्रथम पारी

8. अनुमानित प्रथम पारी 10,020.00

अनुमानित प्रथम पारी तिथिंक 11-Jul-2015

अनुमानित प्रथम पारी का नाम एम.टी.ए. प्र. लि. द्वारा वि.पी. करुणेश कुमार

अनुमानित प्रथम पारी तिथिंक 11-Jul-2015

अनुमानित प्रथम पारी का नाम एम.टी.ए. प्र. लि. द्वारा वि.पी. करुणेश कुमार

भाग 1

Ward : Vivekanandpuri
Market Value : Rs. 10,75,91,748/-
Stamp Duty : Rs. 75,32,000/-

BUILDER AGREEMENT

THIS AGREEMENT IS MADE THIS 31st DAY OF July, 2015

BETWEEN

Aftek Infrastruture Pvt. Ltd. Registered office at M-57, Sanjay Gandhipuram Faizabad Road, Lucknow, through its Director Karunesh Kumar Shukla son of Late R.K.Shukla. (Hereinafter called the "Owner/First Party", which expression shall mean and include their heirs, successors, transferees, administrators, executors Legal representatives and assignees) being the party of the First Part.

AND

Yazdan Constructions registered office situated at Grond floor Allayah Heritage Apartment Plot No.60-B, Prag Narain Road, Ward-Raja Ram Mohan Rai, Lucknow through its Partner/authorized signatory (1) Sri Fahad Yazdani son of Sri Gulam Yazdani (2) Sri Sayem Yazdani son of Sri Gulam Yazdani (3) Sri Sharafat Ali son of Sri Abdul Waheed and (4) Sri Mohd Zaid Aleem son of Sri Aleem Ahmad, (Hereinafter called the "Builders/Second Party" of the other


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party, which expression shall mean and include its heirs, successors, transferees, administrators, executors Legal representatives and assignees) of the other part.

WHEREAS the First Party is the absolute owner and in possession of free **hold land Municipal No. 498/212, part of Khasra No.83, 84, 85, 88 and 89 admeasuring 45505 Sq.ft. i.e. 4229.08 sq.mts. , situated at Mahanagar, Ward-Vivekanandpuri, Lucknow U.P.,** having purchased the same from Smt. Geeta Singh wife of Late Deepak Singh, while Saurabh Singh and Gaurav Singh both sons of Late Deepak Singh while Alok Singh and Sanjay Singh both sons of Late Krishna Gopal Singh, through registered Sale Deed dated 12.03.2014 which is duly registered in the office of Sub-Registrar-III, Lucknow, vide Bahi No. 1, Jild No. 10416 on pages 39/82 at Serial No. 1773 on dated 12.03.2014.

AND WHEREAS initially Sri Babu Kashi Prasad Singh and Babu Ayodhya Prasad Singh both sons of Dr. Deep Narain Singh purchased House in the shape of a Kothi situated at Part of Khasra No.83, 84, 85, 88 and 89 area 3 Bigha 5 Biswa, situated at Mahanagar Lucknow, from Thakur Bakhtawar Singh son of Sri Raj Bahadur Thakur Lakhan Singh through a registered sale deed dated 19.04.1944 which is registered in the office of Chief Sub-Registrar Lucknow at Register No.1, Jild 1222 on page 321 document No.653 dated 28.02.1946.

AND WHEREAS Babu Ayodhya Prasad died issueless and his wife Smt. Hazara Devi died on 19.10.1983, thereafter

Babu
Shafiq
Nayyar
Secretary
Shafiq

said property came in the ownership of Babu Kashi Prasad Singh.

AND WHEREAS Khasra No. 88 area 10000 sq.ft. was purchased by Smt. Ram Pyari Devi wife of Late Kashi Prasad Singh from Sri Ram Chandra Misra son of Sri Ram Vilas Misra by registered sale deed which is registered in the office of Chief Sub-Registrar Lucknow at Register No.1, Jild 2180 on page 109/111 document No.604 dated 05.03.1975.

AND WHEREAS Smt. Ram Pyari was Devi died on 19.01.1982 and Sri Kashi Prasad Singh also died on 19.10.1983 and after that said property was inherited by their successors Sri Krishna Gopal Singh son of Late Kashi Prasad Singh. It is important to point out that Shail Kumari and Dev Kumari both daughters of Late Kashi Prasad Singh acquired their share of aforesaid property.

AND WHEREAS as per aforesaid schedule Sri Krishna Gopal Singh became the absolute owner of aforesaid property, and Sri Krishna Gopal Singh died on 19.12.1995 and after that said property was inherited by his legal heirs Deepak Singh, Alok Singh, and Sanjay Singh all sons of Late Krishna Gopal Singh and Madhu Singh while Jyoti Singh daughter of Late Krishna Gopal Singh and thereafter in terms of Family Settlement Deed all came in possession of their shares.

AND WHEREAS after that they filed the suit for partition in the Court of Civil Judge (S.D.) Malhihabad, Lucknow, case No. 821 of 2008, Deepak Singh and others Vs. Lucknow Development Authority and others, in which Hon'ble

Sukra
S. K. Gopal
Nayem
Prin. Off. AL
Laudal

Court passed the order dated 13.09.2011 by which they became the owner of 1/3rd share of the said property i.e. 45505 sq.ft. Equal to 4229.08 sq.mts. situated at Mahanagar, Lucknow, and thereafter Deepak Singh was died on 17.10.2011 and after his death his legal heirs Smt. Geeta Singh wife of Late Deepak Singh while Saurabh Singh and Gaurav Singh both sons of Late Deepak Singh were inherited their share and thereafter Smt. Geeta Singh wife of Late Deepak Singh while Saurabh Singh and Gaurav Singh both sons of Late Deepak Singh, while Alok Singh, and Sanjay Singh both sons of Late Krishna Gopal Singh sold their property in favour of owner/first party by way of registered sale deed dated 12.03.2014.

WHEREAS the first party /owner has assured the second party /builder that the first party /builder alone are the owner of the said property and except them no other person has any right title, title or interest in any part of the said property.

WHEREAS the first party is absolute owner and possesses of or otherwise well and sufficiently title holder or all the said property, and further hereby declares and represents that the said property is free from all claims, demands, liabilities, encumbrances, liens, attachments and liabilities of any kind whatsoever.

WHEREAS the First Party has been desirous to construct multi storied residential Apartment at the place and in the said property.

AND WHEREAS second party has offered and proposed to

Geeta Singh
Saurabh Singh
Gaurav Singh
Alok Singh
Sanjay Singh
Indrajit Singh

of first party

the first party to construct the residential apartment over the aforesaid property by investing own money which the first party has accepted.

AND WHEREAS the First Party, with the object of the aforesaid construction, approached the Second Party who has considerable experience in the field of construction and after negotiations, the Second party has agreed to construct a multi-storeyed residential building on the said property on the terms and conditions, hereinafter mentioned, in order to avoid any future complications:-

NOW IT IS MUTUALLY AGREED BETWEEN THE PARTIES, AND THIS AGREEMENT WITNESSETH AS UNDER :-

1. That first party has handed over the possession of free hold land Municipal No. 498/212, part of Khasra No.83, 84, 85, 88 and 89 admeasuring 45505 Sq.ft. i.e. 4229.08 sq.mts. , situated at Mahanagar, Ward-Vivekanandpuri, Lucknow U.P., to the second party to construct a multi-storeyed residential building.
2. That the second party agreed that he would raise a multi-storeyed Apartment over the said property within two years and shall carry out the work of the development, preparation and sanction of the site plan in respect thereto along with all amenities provided therein, including laying of sewer lines, water lines leading to connections to main water line and sewer line available on the road and provided for by the Lucknow

Handwritten signatures of the first party, including names like 'Shafiq', 'Nayem', and 'M. A. B.'.

Handwritten signature of the second party.

Development Authority Lucknow or any other authority, at its own cost and expenses and shall also be responsible to bear expenses for the electricity wiring/fittings in the said Apartment.

3. That the first party and the Second Party have agreed on ratio of 45%- 55% of the said multistoried Apartment as such the first party shall be entitled to use and enjoy the 45% share of the said multistoried Apartment land and the second party shall be entitled to use and enjoy the 55% share of the said multistoried Apartment and the roof of the building shall always be reserved for owner and builder in their ratio of shares.
4. That the building plan for the proposed building has already been approved /sanctioned from the competent authority by the first party /owner Second party shall construct a multistoreyed Apartment as per plan sanctioned by Lucknow Development Authority Lucknow and use optimum utility from the said land.
5. That the proposed multi-storeyed building, the First Party and the second party shall have the following rights in respect thereto :-

- a) The First Party/Land owner out of the share of 45% of units/apartments will get following flats:-

Flat No.	Type of Flat	Area (sq.ft.)
UGF-1	3-BHK+Study + 3T+Dress	2050
UGF-2	3-BHK+ 3T+Dress	1750

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Shad Khan
Nayem
Mansoor

[Handwritten signature]
Ludh

UGF-3	3-BHK+ 3T+Dress	1750
UGF-4	3-BHK+ 3T	1750
UGF-5	3-BHK+ 3T	1750
UGF-6	3-BHK+ 3T+Dress	1750
UGF-7	3-BHK+ 3T+Dress	1750
UGF-8	3-BHK+Study+3T+Dress	2050
UGF-9	4-BHK+ 3T+Dress	2125
UGF-10	3-BHK+ 3T+Dress	1750
UGF-11	3-BHK+ 3T+Dress	1750
UGF-12	3-BHK+ 3T+Dress	1750
UGF-13	3-BHK+ 3T+Dress	1750
UGF-14	4-BHK+ 3T+Dress	2125
First Floor -101	3-BHK+ Studey+3T+Dress	2050
First Floor -102	3-BHK+ 3T+Dress	1750
First Floor -103	3-BHK+ 3T+Dress	1750
First Floor -104	3-BHK+ 3T	1750
First Floor -105	3-BHK+ 3T	1750
First Floor -106	3-BHK+ 3T+Dress	1750
First Floor -107	3-BHK+ 3T+Dress	1750
First Floor -108	3-BHK+Study+3T+Dress	2050
First Floor -109	4-BHK+ 3T+Dress	2125
First Floor -110	3-BHK+ 3T+Dress	1750
First Floor -112	3-BHK+ 3T+Dress	1750
First Floor -113	3-BHK+ 3T+Dress	1750

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First Floor -114	4-BHK+ 3T+Dress	2125
Second Floor -211	3-BHK+ 3T+Dress	1750
Second Floor -212	3-BHK+ 3T+Dress	1750
Second Floor -213	3-BHK+ 3T+Dress	1750
Third Floor -309	4-BHK+ 3T+Dress	2125
Third Floor -311	3-BHK+ 3T+Dress	1750
Third Floor -312	3-BHK+ 3T+Dress	1750
Third Floor -313	3-BHK+ 3T+Dress	1750
Fourth Floor -402	3-BHK+ 3T+Dress	1750
Fourth Floor -403	3-BHK+ 3T+Dress	1750
Fourth Floor -406	3-BHK+ 3T+Dress	1750
Fourth Floor -407	3-BHK+ 3T+Dress	1750
Fourth Floor -409	4-BHK+ 3T+Dress	2125
Fourth Floor -410	3-BHK+ 3T+Dress	1750
Fourth Floor -411	3-BHK+ 3T+Dress	1750
Fourth Floor -412	3-BHK+ 3T+Dress	1750
Fifth Floor -511	3-BHK+ 3T+Dress	1750
Fifth Floor -512	3-BHK+ 3T+Dress	1750
Fifth Floor -513	3-BHK+ 3T+Dress	1750
Fifth Floor -514	4-BHK+ 3T+Dress	2125
Eight Floor -801	3-BHK+ Studey+3T+Dress	2050
Eight Floor -802	3-BHK+ 3T+Dress	1750
Eight Floor -803	3-BHK+ 3T+Dress	1750
Eight Floor -804	3-BHK+ 3T	1750

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Eight Floor -805	3-BHK+ 3T	1750
Eight Floor -806	3-BHK+ 3T+Dress	1750
Eight Floor -807	3-BHK+ 3T+Dress	1750
Eight Floor -808	3-BHK+Study+3T+Dress	2050
Eight Floor -813	3-BHK+ 3T+Dress	1750
Eight Floor -814	4-BHK+ 3T+Dress	2125

The second party will construct three pent houses on the terrace of the building in share of 45% of First party, which will exclusively belong to the First party as per their choice, which exclusively belongs to First party only.

b) The Second Party/Builder out of the share of 55% of units/apartments will get following flats:-

Flat No.	Type of Flat	Area (sq.ft.)
First Floor -111	3-BHK+ 3T+Dress	1750
Second Floor-201	3-BHK+Study + 3T+Dress	2050
Second Floor-202	3-BHK+ 3T+Dress	1750
Second Floor-203	3-BHK+ 3T+Dress	1750
Second Floor-204	3-BHK+ 3T	1750
Second Floor-205	3-BHK+ 3T	1750
Second Floor-206	3-BHK+ 3T+Dress	1750
Second Floor-207	3-BHK+ 3T+Dress	1750
Second Floor-208	3-BHK+Study+3T+Dress	2050
Second Floor-209	4-BHK+ 3T+Dress	2125
Second Floor-210	3-BHK+ 3T+Dress	1750
Second Floor-213	3-BHK+ 3T+Dress	1750

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Kishu
Shafiq
Nayem
Mansoor A.C.
Laidi

Third Floor-301	3-BHK+Study + 3T+Dress	2050
Third Floor-302	3-BHK+ 3T+Dress	1750
Third Floor-303	3-BHK+ 3T+Dress	1750
Third Floor-304	3-BHK+ 3T	1750
Third Floor-305	3-BHK+ 3T	1750
Third Floor-306	3-BHK+ 3T+Dress	1750
Third Floor-307	3-BHK+ 3T+Dress	1750
Third Floor-308	3-BHK+Study+3T+Dress	2050
Third Floor-310	3-BHK+ 3T+Dress	1750
Third Floor-314	4-BHK+ 3T+Dress	2125
Fourth Floor -401	3-BHK+ Study+3T+Dress	2050
Fourth Floor -404	3-BHK+ 3T	1750
Fourth Floor -405	3-BHK+ 3T	1750
Fourth Floor -408	3-BHK+Study+3T+Dress	2050
Fourth Floor -413	3-BHK+ 3T+Dress	1750
Fourth Floor -414	4-BHK+ 3T+Dress	2125
Fifth Floor -501	3-BHK+ Study+3T+Dress	2050
Fifth Floor -502	3-BHK+ 3T+Dress	1750
Fifth Floor -503	3-BHK+ 3T+Dress	1750
Fifth Floor -504	3-BHK+ 3T	1750
Fifth Floor -505	3-BHK+ 3T	1750
Fifth Floor -506	3-BHK+ 3T+Dress	1750
Fifth Floor -507	3-BHK+ 3T+Dress	1750
Fifth Floor -508	3-BHK+Study+3T+Dress	2050

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Gave
J. Jayaram
Jayaram
Mantel. Av
Laidal

Fifth Floor -509	4-BHK+ 3T+Dress	2125
Fifth Floor -510	3-BHK+ 3T+Dress	1750
Six Floor -601	3-BHK+ Studer+3T+Dress	2050
Six Floor -602	3-BHK+ 3T+Dress	1750
Six Floor -603	3-BHK+ 3T+Dress	1750
Six Floor -604	3-BHK+ 3T	1750
Six Floor -605	3-BHK+ 3T	1750
Six Floor -606	3-BHK+ 3T+Dress	1750
Six Floor -607	3-BHK+ 3T+Dress	1750
Six Floor -608	3-BHK+Study+3T+Dress	2050
Six Floor -609	4-BHK+ 3T+Dress	2125
Six Floor -610	3-BHK+ 3T+Dress	1750
Six Floor -611	3-BHK+ 3T+Dress	1750
Six Floor -612	3-BHK+ 3T+Dress	1750
Six Floor -613	3-BHK+ 3T+Dress	1750
Six Floor -614	4-BHK+ 3T+Dress	2125
Seventh Floor -701	3-BHK+ Studer+3T+Dress	2050
Seventh Floor -702	3-BHK+ 3T+Dress	1750
Seventh Floor -703	3-BHK+ 3T+Dress	1750
Seventh Floor -704	3-BHK+ 3T	1750
Seventh Floor -705	3-BHK+ 3T	1750
Seventh Floor -706	3-BHK+ 3T+Dress	1750
Seventh Floor -707	3-BHK+ 3T+Dress	1750
Seventh Floor -708	3-BHK+Study+3T+Dress	2050

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Hadi
Jagann
rental Dr
Siddh

Seventh Floor -709	4-BHK+ 3T+Dress	2125
Seventh Floor -710	3-BHK+ 3T+Dress	1750
Seventh Floor -711	3-BHK+ 3T+Dress	1750
Seventh Floor -612	3-BHK+ 3T+Dress	1750
Seventh Floor -713	3-BHK+ 3T+Dress	1750
Seventh Floor -714	4-BHK+ 3T+Dress	2125
Eighth Floor -809	4-BHK+ 3T+Dress	2125
Eighth Floor -810	3-BHK+ 3T+Dress	1750
Eighth Floor -811	3-BHK+ 3T+Dress	1750
Eighth Floor -812	3-BHK+ 3T+Dress	1750

The second party will construct four pent houses on the terrace of the building in its share of 55% which will exclusively belong to the second party.

- c) That the First party shall be entitled to book or to sell or to lease or to enjoy the 45% as mentioned in para 5(a) in the proposed multi-storeyed Apartment, as demarcated in the plan.
- d) That the Second Party shall be entitled to book, to transfer, agreement to sell, or sale of the 55% as mentioned in para 5(b) in the proposed multi-storeyed Apartment, as demarcated in a plan and all the deeds of the share of the second party shall be executed in future on behalf of the second party through its authorized signatory either partner No.2 Sayem Yazdani or Partner No.3 Sharafat Ali.

The bottom of the page contains several handwritten signatures and names. From left to right, there is a signature that appears to be 'Said', followed by a signature that looks like 'Sharafat Ali', and another signature that is partially obscured but seems to be 'Sayem Yazdani'. To the right of these, there is a signature that looks like 'Sharafat Ali' again, and another signature that is partially obscured but seems to be 'Sayem Yazdani'.

- e) That in case the second party constructs the additional floor with consultation of qualified Engineer/Architect, then the compounding and other miscellaneous charges will be borne by the second party only and share of the said construction shall be divided as 45%: 55%.
 - f) That the verandahs or the passages/Super area in the said Apartment shall be kept open and remain for the beneficial enjoyment of the occupiers of the said Apartment, and none of the parties shall have any right to raise any construction or obstruction thereon
6. That the second party shall have a right in the multi-storied building upon the aforesaid property coupled with certain rights relating to or in the proposed multi-storeyed Apartment.
 7. That the first party shall deliver the vacant possession of the said property for the purpose of raising and erecting the said multi-storeyed Apartment in the said property.
 8. That immediately just after the execution of this Agreement, the First Party shall allow the Second party to install and fix a board on the site of the said property, indicating the Apartment offer sale to the prospective buyers in the shape of sketch plan or to make such advertisements for the same in the manner the second party so desires.

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Shankar M. Nayyar

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9. The Second Party shall also be entitled to display on sing-boards, advertisement boards for the purpose of the construction/transfer of the said premises/sale of structures etc. The second party shall also be entitled to give advertisements in newspapers or by any other modes, whatsoever.
10. That all taxes, charges whatsoever on the said share of the second party shall be the responsibility of the Second party and/or the second party's allottees and the same rates, taxes, charges on the share of the First Party shall be the First party's responsibilities from the date of delivery of possession of the constructed share of the first party. The first party has assured that these rates, taxes, charges are paid upto date or shall be duly discharged by him accordingly upto the date of handing over possession of the entire building to the second party.
11. That the Second party shall be the sole judge of the specifications and materials to be used in the proposed building keeping in view the end use of the building as per I.S.I./P.W.D. U.P. standard quality, to supervise which the Second Party may appoint a qualified Engineer/Architect but its construction will be as broacher provided by the first party "Allayah Aftek Residency"
12. That all sales/negotiations/allotments etc. of the saleable area/built covered areas/floors spaces, covered

Handwritten signatures and text:
Sally
Had
Nayem
Shantak Ali

Handwritten signature:
Laidh

parking spaces and basement, so far as they fall in the share of the Second party, shall be done exclusively by the Second party without any interference by the First Party.

13. That all sales/negotiations/allotment etc. of the saleable area/built covered areas/floors spaces, covered parking spaces, and basement, so far as they fall in the share of the First Party shall be done by the First party without any interference by the Second Party.
14. That the first party may construct his office in the parking area on his own cost and the second party will not object him.
15. That the builder /second party agrees and undertakes to indemnify and keep harmless and indemnify the owners against all or any claim which may be made by any person during the course of completion of building and or in respect of provisional sale or dealing by the builder with third parties of the areas in building /apartment.
16. That in the event of any dispute or disputes arising between the parties in terms of agreement or otherwise in respect of the said property, the development or the construction work in the said property shall neither be stopped, the property shall neither be stopped, obstructed or interfered with in any manner whatsoever.

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Kantat. Ar

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17. That the Second party shall have authority and power to execute Agreements, deed/deeds for sale or evidencing sale/leases in favour of the prospective buyers in respect of the constructed area falling within the share of the Second party, as mentioned above, on behalf of the First party, and in the event of necessity for obtaining Income Tax Clearance or requisite permission from Competent Authority, the First Party shall be bound to sign such document or documents relevant for the same, and shall never refuse or raise any objection for the said purposes or joining the execution of the deed or deeds, if deemed necessary by the second party. That during the construction period if required then both parties will constitute/execute a supplementary Agreement which will be a part of this Agreement.
18. That the first party shall bear and pay all outstanding charges and dues whatsoever of any nature, on the said house, including the property taxes, electricity, water etc. upto the date of handing over complete possession of the said plot to the second party. That thereafter, the house tax and other such common costs and expenses shall be borne and paid by the first party and by the second party in proportions indicated above. That the second party shall, according to the normal practice, pass on this incidence of the property tax to the would-be buyers/purchasers. The responsibility of pay of any

[Handwritten signatures and initials]
Said
Hedden
Nayem
Shantel A
Friedl

taxes /dues in sale shall be the first and second party as per their share ratio.

19. That if the said property or any part thereof is permitted by the authorities concerned to be used for any other purpose, or is authorised additional coverage or additional construction, then the additional coverage and or construction will be shared by the First party and the Second party in the agreed ratio i.e. in the ratio of constructed area Second Party getting share of 55% and First party getting share of 45% of the additional coverage construction.
20. That this agreement not be deemed to constitute a partnership between the First Party and the Second Party, It is a principal to principal contract.
21. That there is no notice of requisition or acquisition, written or verbal from Lucknow Development Authority Lucknow or any other authorities in respect of the said land and structures, and that the first party shall keep the said property free from all such encumbrances till the duration full implementation of this agreement in all respects.
22. That in case, of ownership /title dispute over said land in question by any successor /heirs etc. it will be responsibility of first party to get settle or clear the dispute at his own level through any manner of his suitability. Any time delay for such reasons the second party shall be allowed extension for completion of the

The bottom of the page contains several handwritten signatures and initials. On the left, there is a signature that appears to be 'S. K. Singh'. In the center, there is a large, stylized signature that looks like 'H. Singh'. To the right of that, there are smaller signatures, one of which appears to be 'J. Singh'. On the far right, there is a signature that looks like 'S. Singh'.



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Handwritten text, possibly a signature or name, in a non-Latin script.



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11/11/2017

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building for such period or if it is not settled by the first party /owner then he will pay the damages to the second party /builder.

23. That in case the said premises or any party thereof, now declared to be belonging to the first party, is lost on account of any defect in the title of the first party or right of the first party to transfer the same or any other person claiming title paramount to the first party on account of any cause whatsoever relating to any outstanding claim and demand of taxes payable by the first party, he shall be liable for all the damages, losses and costs sustained by the second party. Accordingly, the first party agrees and undertakes to keep the second party and/ or his nominees, harmless and indemnified against all claims and expenses which the second party and/or his nominee may be liable to pay.
24. That all the stamp charges, registration charges and other charges whatsoever, as may become payable on this agreement as well as any other agreement executed between the second party and any other person(s) arising out of or connected with this agreement, shall be exclusively borne by the second party or the buyer of the second party share of the building.
25. That any differences or disputes whatsoever arising between the parties hereto, touching the terms or otherwise connected with this agreement, shall be

The bottom of the page contains several handwritten signatures in black ink. From left to right, there is a signature that appears to be 'S. S. S.', followed by a signature that looks like 'S. S. S.', and then a signature that appears to be 'S. S. S.'. To the right of these, there is a signature that looks like 'S. S. S.'.



गजदान कानून द्वारा फाटेन्स/अपि हरत मोहम्मद जीद
 अलीम
 पुत्र श्री अलीम अहमद
 पेशा व्यापार
 पियाली प्लाट सं.-60-बी, प्राग नारायण रोड लखनऊ

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लखनऊ सीकर ऑफिस

पुस्तक सं. अलीम मुहम्मद
 विजय महादुर सुकल

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व्यापार

512/568 द्वितीय लेन निशातगंज लखनऊ

मोहम्मद शिवाज
 मोहम्मद इस्मायल

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व्यापार

वहियानंज गाला मेरग गंज लखनऊ



गंजमंजूरण अंजुवार्ग के हस्ताक्षर

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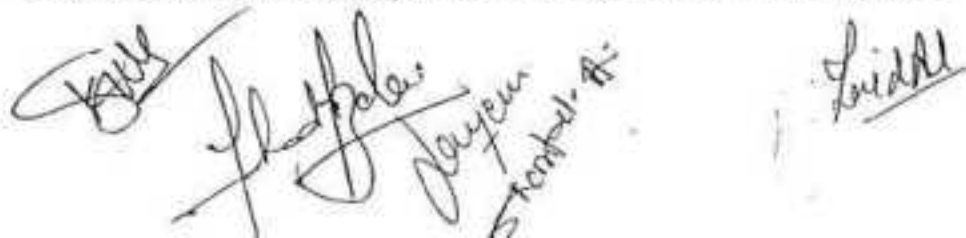
डी.एन.वर्मा
 उप-निबन्धक तृतीय
 लखनऊ
 31/7/2015



referred to the arbitration of a sole arbitrator to be appointed by the mutual consent award of such arbitrator shall be final, effective and binding upon both the parties and such arbitration proceedings shall be governed by the provisions of the Indian Arbitration Act. It is further clarified that in case of any fresh terms or conditions agreed between the parties either registered or unregistered etc. arrived in between the parties shall be deemed to be part of this agreement.

26. That the property is situated on 100 mtr. Away from Faizabad Road and any other Segment Road, and the property is situated 9 to 12 mtr. Road but same is not a corner property.
27. That the land area of the said property hereby agreed between the parties is 4229.08 sq.mts., the circle rate fixed by District Magistrate, Lucknow is Rs. 33,000/- per sq.mts., the value of area 1000 sq.mts. comes to Rs. 3,30,00,000/-, and for the remaining area i.e. 3229.08 sq.mts. value calculated after decreasing 30% of valuation rate i.e. Rs.23,100/- per sq.mts. by which the valuation of the said 3229.08 sq.mts. comes to Rs.7,45,91,748/-, thus the total valuation of plot comes to Rs. 10,75,91,748/- on which the stamp duty of Rs. 75,32,000/- through e-Stamp Certificate No.IN-UP01272415582544N dated 31.07.2015 is being paid herewith.
26. There is no construction over the said plot of land.

IN WITNESS WHEREOF, the First Party and the Second Party, after understanding the terms of this agreement, voluntarily, without any coercion, pressure or undue influence, in sound disposing mind, have put their respective signatures unto this deed on the day, month and year first written above.

The block contains several handwritten signatures in black ink. On the left, there are two overlapping signatures. In the center, there is a signature that appears to be 'Jayaram' with 'Santosh R.' written below it. On the right, there is a signature that appears to be 'Liddell'.

Schedule of the Property

Free Hold land Municipal No. 498/212, part of Khasra No.83, 84, 85, 88 and 89 admeasuring 45505 Sq.ft. i.e. 4229.08 sq.mts., situated at Mahanagar, Ward-Vivekanandpuri, Lucknow U.P., bounded as below :

East : Araji Mohd. Farooq

West : 12 Mtr. wide road and Araji Ram Prasad Sinha


North: Railway Line

South: Property of Kashi Prasad Singh and others

Lucknow

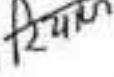
Dated : 31.07.2015

WITNESSES :-

1. 

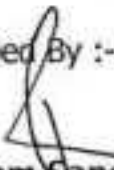
(Anit Shukla)

S/o Mr. Vijay Bahadur Shukla
R/o 512/568, IInd Lane, Nishatganj,
Lucknow

2. 


(Mohd. Riaz)
S/o Mohd. Ilyas
R/o Yahiyaganj, Nala Begumganj,
Lucknow

Typed By :-


(Ram Sanahi)
Lucknow



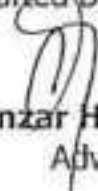
First Party



Second Party




Drafted By:


(Syed Anzar Husain)
Advocate