

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम प्रयागराज क्रम संख्या 2024018014184

आवेदन संख्या : 202400890011300

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-06-07 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम सुनील कुमार कोहली

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 0 / 80000000.00

1. रजिस्ट्रीकरण शुल्क 800000

2. प्रतिलिपिकरण शुल्क 180

3. निरीक्षण या तलाश शुल्क

4. मुद्दतार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 800180

शुल्क वसूल करने का दिनांक 2024-06-07 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2024-06-07 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम प्रयागराज क्रम 2024018014184

आवेदन संख्या : 202400890011300

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1 से 6 तक का योग 800180

शुल्क वसूल करने का दिनांक 2024-06-07 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2024-06-07 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग 1

भाग 1 की प्रतिलिपि पर फिर से लगाया जाने वाला

उपनिबन्धक सदर प्रथम प्रयागराज क्रम संख्या 2024018014

आवेदन संख्या : 202400890011300

अधिनियम 16 1908 की धारा 52 के अधीन रसीद

प्रस्तुतकर्ता या प्रतिलिपि या तलाश प्रमाण पत्र के लिए प्रार्थी का नाम

सुनील कुमार कोहली

निष्पादक का नाम सुनील कुमार कोहली

लेख का प्रकार विक्रय अनुबंध विलेख (विल्डर)

प्रतिफल की धनराशि 0

प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-06-07 00:00:00

दिनांक जब लेख प्रतिलिपि

या तलाश प्रमाण पत्र वापस करने के लिए तैयार होगा 2024-06-07

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



INDIA NON JUDICIAL

Government of Uttar Pradesh

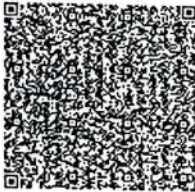
IN-UP64991902385905W

e-Stamp

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

: IN-UP64991902385905W
: 29-May-2024 05:51 PM
: NEWIMPACC (SV)/ up14148904/ PRAYAGRAJ SADAR/ UP-AHD
: SUBIN-UPUP1414890425920144062254W
: Ms SAI DHAM KOHLIS AVENUE
: Article 5 Agreement or Memorandum of an agreement
: HOUSE NO. 85A/108 MEERAPATTI PRAYAGRAJ MORE DETAILS AS
PER DEED
: Ms DOABA SHEET GREH
: Ms SAI DHAM KOHLIS AVENUE
: Ms SAI DHAM KOHLIS AVENUE
: 56,00,000
(Fifty Six Lakh only)

ACC Name-Satyendra Pra'ash Srivastava
ACC Add-57/13 Sutrkhaha, Prayagraj
ACC Code-UP141448904 License No. 545
Tensil & District-Sadar Prayagraj



Please write or type below this line

Rahul Kohli

Keyil
Phobho
Autocall

IRID 0027277483

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.



all the Kohli
F2024

INDENTURE FOR AGREEMENT FOR DEVELOPMENT OF LAND

This Indenture for Agreement for Development of Land made on this 03-06-2024 at Prayagraj

BETWEEN

1. **M/s DOABA SHEET GREH** (a partnership firm registered under the Indian Partnership Act, 1932) having its principal place of business at 85A/108, Meerapatti, Prayagraj and registered in the Office of the Registrar of Firms, Prayagraj and having Income Tax PAN No. AADFD8696C and having its firm registration No. AL-1132, through its authorized partners namely Shri Sunil Kumar Kohli aka Sunil Kohli (AADHAR No. 2486-1184-4514, Income Tax PAN No. ADKPK2746C, Mob No. 9415612594 and Occupation – Business) and Shri Rakesh Kumar Kohli aka Rakesh Kohli (AADHAR No. 7772-1408-5249, Income Tax PAN No. ADKPK2745B, Mob No. 7753942575 and Occupation – Business) both sons of Late Tirath Ram Kohli and both presently residing at 170, Jayantipur, Sulem Sarai, Prayagraj duly authorized by all the partners of the firm vide authorization letter dated 13.05.2024 (Annexure – II)

(Hereinafter shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s) collectively / jointly / severally / singularly called **The First Party/Landowner**).

Sunil Kohli

Rakesh Kohli

AND

Rajesh Gupta

Ramesh Kohli

Anil Kohli

(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr Kohli)

1. **M/s Saidham Kohli's Avenue** previously known as Saidham Tirath Ramji Enclave a partnership firm registered with registrar of firms and societies having its principal place of business at 21/19, Mayo Road (Shiv Ram Das Gulati Marg), Prayagraj-211001 and having PAN No. AEIFS6317J and having its firm registration No. ALL/0008504 through one of its authorized partner, Shri Rajesh Kumar Gupta, S/o Shri R. P. Gupta, R/o 21/19, Mayo Road (Shiv Ram Das Gulati Marg), Prayagraj-211001 (AADHAR No. 4643-4162-7587, PAN No. CWXPG4727P, MOB No. 9415218553) having email: saidhamrajesh@gmail.com. Hereinafter shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s) called **The First Part of the Second Party/Developer**.

AND

2. **Shri Ramesh Kumar Kohli aka Ramesh Kohli** (AADHAR No. 2947-8948-4673, PAN: AEKPK7415H, Mobile No. 8887590182, Occupation Business) S/o Late Tirath Ram Kohli, presently residing at 170, Jayantipur, Sulem Sarai, Prayagraj. Hereinafter shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s) called **The Second Part of the Second Party**.

AND

3. **Shri Anil Kumar Kohli aka Anil Kohli** (AADHAR No. 7955-8688-3660, PAN No. ADAPK7607C: Mobile No. 8887587887, Occupation Business) S/o Late Tirath Ram Kohli, presently residing at I-B, Shambhoo Barrack, Prayagraj. Hereinafter shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s) called **The Third Part of the Second Party**.

Whereas Kailash Chandra, Ram Chandra, Prem Chandra along with Smt. Bhagwan Wife of late Sri Bihari Lal and Sri Shiv Raj Chandra, son of late Sri Ghasite Lal had formed a partnership in 1965 and were parties to the formal partnership deed executed by them on 15th July 1965 under the name and style of "CHANDRA COLD STORAGE" which had been carrying on the business of running a cold storage installed at Arazi No. 103, 112, 113, 114, 115, 116 and 120 situated at village Chak Maidapatti, Tehsil Chail, District Allahabad now Prayagraj by utilising the partnership funds. Moreover, they purchased Arazi No. 113, 114, 115 and 120 situated at village Chak Maidapatti, Tehsil Chail, District Allahabad now Prayagraj were purchased vide sale deed dated 10-09-1964 registered in Book No. 1 Vol. no. 1275 on pages No. 205 to 208 at







(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr. Kohli)

प्रतिफल- 0 स्टाम्प शुल्क- 5600000 बाजारी मूल्य - 80000000 पंजीकरण शुल्क - 800000 प्रतिनिधिकरण शुल्क - 180 योग : 800180

श्री सुनील कुमार कोहली पार्टनर मेसर्स द्वाबा शीत गृह द्वारा
सुनील कुमार कोहली अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री स्व० तीरथ राम कोहली
व्यवसाय : व्यापार
निवासी: 170 जयतिपुर सुलेम सराय प्रयागराज

Signature



श्री, सुनील कुमार कोहली पार्टनर मेसर्स द्वाबा शीत गृह द्वारा

सुनील कुमार कोहली अधिकृत
पदाधिकारी/ प्रतिनिधि

लेखपत्र इस कार्यालय में दिनांक 07/06/2024 एवं
03:57:37 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Signature
चतुर्न केसर पाण्डेय

उप निबंधक :सदर प्रथम

प्रयागराज

07/06/2024

संतोष कुमार नियमित

निबंधक लिपिक

07/06/2024

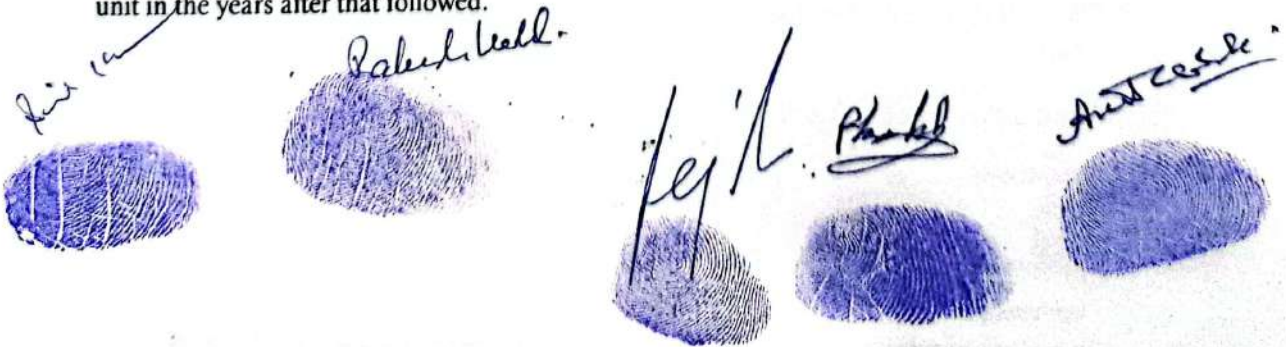


serial No. 2480 dated 11-09-1964.

Whereas part of the aforementioned land (more particularly described as Arazi No. 116 measuring 19 biswa, Arazi No. 112 measuring 12 biswa, Arazi No. 103 measuring 5 biswa, situated at Chak Maidapatti, Tehsil Chail, District Allahabad now Prayagraj that had been purchased by sale deed duly registered in favour of CHANDRA COLD STORAGE and registered with the Sub-Registrar of Properties, Allahabad now Prayagraj on 5th January 1968, 31st may 1968 registered at Book No.1 Volume No. 1419 on pages 164 to 165 at Serial No. 1987 dated 03-06-1968 and 17th October 1968 registered at Book No. 1 Volume No. 1435 on pages 294 to 296 at Serial No. 4097 dated 18-10-1968 respectively and part of the land (more particularly described as Arazi No. 113, 114, 115 and 120 situated at Chak Maidapatti, Tehsil Chail, District Allahabad now Prayagraj which originally belonged to the 2 brothers Sri Ghasite Lal and Behari Lal which was later on inherited by their respective sons) which had been contributed by Sri Kailash Chandra, Ram Chandra, Shivraj Chandra, Prem Chandra all sons of Sri Kashi Lal and Srimati Bhagwan Devi (now deceased) wife of Sri Behari Lal with full and free consent of her 2 sons namely Subhash Chandra and Suresh Chandra to the partnership originally formed among themselves in 1965 under the name and style of "CHANDRA COLD STORAGE" and the entire land (described as Arazi No. 113, 114, 115, 116 and 120 situated in village Chak Maidapatti, Tehsil Chail, District Allahabad now Prayagraj in the land records) together with the integrated cold storage unit that was set up there on in the House No.89 situated at Meerapatti, G.T. road, Allahabad now Prayagraj (which was acquired through a sale deed registered with the Sub-Registrar of Properties, Allahabad now Prayagraj, on 6th September 1974) had been held to the partnership property throughout its existence.

Whereas, the partnership as formed by the aforesaid Kailash Chandra, Ram Chandra, Prem Chandra, Srimati Bhagwan Devi wife of late Sri Bihari Lal and Sri Shiv Raj Chandra's son of Late Sri Ghasite Lal under the name and style of "CHANDRA COLD STORAGE" in 1965 had undergone a change in its constitution with effect from 1st April 1975 when Sri Subhash Chandra, Suresh Chandra had joined the firm and whereupon a fresh partnership deed had duly been executed by all of them on 10th April 1975.

Whereas the partnership as formed by the aforesaid Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra, Suresh Chandra, Smt. Bhagwan Devi and Sri Shiv Raj Chandra name and style of "CHANDRA COLD STORAGE" had acquired by the purchase of Arazi No. 119 by virtue of a sale deed duly executed in favour of CHANDRA COLD STORAGE registered with the Sub-Registrar of Properties, Allahabad now Prayagraj on 18th April 1979 and carried out further expansion of their integrated cold storage unit in the years after that followed.



(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr Kohli)

बही स०: 1

रजिस्ट्रेशन स०: 3945

वर्ष: 2024

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

चिक्रेता: 1

श्री सुनील कुमार कोहली पार्टनर मेसर्स द्वाबा शीत गृह के द्वारा सुनील कुमार कोहली, पुत्र श्री स्व० तीरथ राम कोहली

निवासी: 170 जयंतिपुर सुलेम सराय प्रयागराज

व्यवसाय: व्यापार

चिक्रेता: 2



श्री राकेश कुमार कोहली पार्टनर मेसर्स द्वाबा शीत गृह के द्वारा राकेश कुमार कोहली, पुत्र श्री स्व० तीरथ राम कोहली

निवासी: 170 जयंतिपुर सुलेम सराय प्रयागराज

व्यवसाय: व्यापार

क्रेता: 1



श्री राजेश कुमार गुप्ता पार्टनर मेसर्स साईधाम कोहलीस एवेन्यू के द्वारा राजेश कुमार गुप्ता, पुत्र श्री आर पी गुप्ता

निवासी: 21/19 म्यो रोड (शिव राम दस गुलाटी मार्ग) प्रयागराज

व्यवसाय: व्यापार

क्रेता: 2



श्री रमेश कुमार कोहली उर्फ रमेश कोहली, पुत्र श्री स्व० तीरथ राम कोहली

निवासी: 170 जयंतिपुर सुलेम सराय प्रयागराज

व्यवसाय: व्यापार

क्रेता: 3



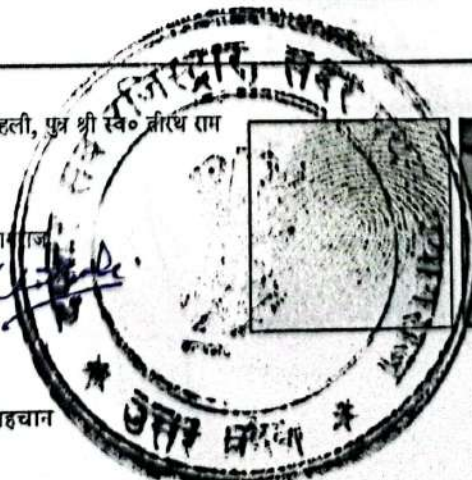
श्री अनिल कुमार कोहली उर्फ अनिल कोहली, पुत्र श्री स्व० तीरथ राम कोहली

निवासी: 170 जयंतिपुर सुलेम सराय प्रयागराज

व्यवसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता : 1



Whereas the partnership as constituted by aforesaid Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra, Suresh Chandra, Smt. Bhagwan Devi and Shivraj Chandra has always been held to the owner in possession of the entire industrial undertaking of the cold storage consisting of the storage building sheds land (Arazi No. 103, 112, 113, 114, 115, 116, 119 and 120 situated in village Chak Maidapatti, Tehsil Chail, District Allahabad now Prayagraj) appurtenant to the said integrated industrial undertaking (which for the sake of clarification has been shown in the site plan which is enclosed herewith and which for the sake of the identification has been signed by the parties here unto), Plant and Machinery, Mechanical and other contrivances installed and or lying on such land, effects, rights, licences, telephones, electricity and power connection and House No. 89, Meerapatti, GT road, Allahabad now Prayagraj which for the sake of brevity has herein after referred to as cold storage and with the help of these properties carrying on the business of running a cold storage under the name and style of "CHANDRA COLD STORAGE".

Whereas after the death of Smt. Bhagwan Devi on 26 June 1983 who had been a partner in the firm since its inception in 1965 was one of the parties to the partnership deeds executing on 15th July 1965 and 10th April 1975, the partnership firm that had been formed under the name and style of "Chandra Cold Storage" remain constituted by Sri Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra, Suresh Chandra and Sri Shiv Raj Chandra whereas Sri Shiv Raj Chandra who had been a partner in partnership firm Chandra Cold Storage since its inception in 1965 and was one of the parties to the partnership deed executed on 15th July 1965 and 10th April 1975 has been missing from 29th September 1983 and all efforts to trace him have gone in vain.

Whereas the partnership that existed before coming into force of these presents had been facing great financial and managerial difficulties in day to day running off its business.

Whereas after the disappearance of Sri Shiv Raj Chandra on 23rd September 1983 and after all the efforts to trace him having failed the remaining partner's Sri Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra have with a view to continue to carry on the business of partnership which they hitherto had been carrying on under the name and style of "CHANDRA COLD STORAGE" felt the necessity of reconstituting the said partnership firm.

Whereas Sri Subhash Chandra, Suresh Chandra in their capacity as legal representatives of Smt. Bhagwan Devi who died on 26th June 1983 and Smt. Padma Rani, Sri harish Kumar, Sri Vinay Kumar in their capacities as Legal Representatives of Sri Shiv Raj Chandra have, by virtue of their becoming parties gave consent to the proposal of seeking association of Sri Chotey Lal Sonkar, Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxman Kumar, Umesh Chandra Sonkar and Bharat Kumar Sonkar mutually agreed and



(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr. Kohli)

श्री मानस कोहली , पुत्र श्री रमेश कुमार कोहली

निवासी: 170 जयंतपुर सुलेम सराय प्रयागराज

व्यवसाय: व्यापार

पहचानकर्ता : 2



श्री अविनाश जायसवाल , पुत्र श्री प्रेम जायसवाल

निवासी: 427 ओल्ड कतरा प्रयागराज

व्यवसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

चतुर्भुज कुमार पाण्डेय

उप निबंधक : सदर प्रथम

प्रयागराज

07/06/2024

संतोष कुमार नियमित

निबंधक लिपिक प्रयागराज

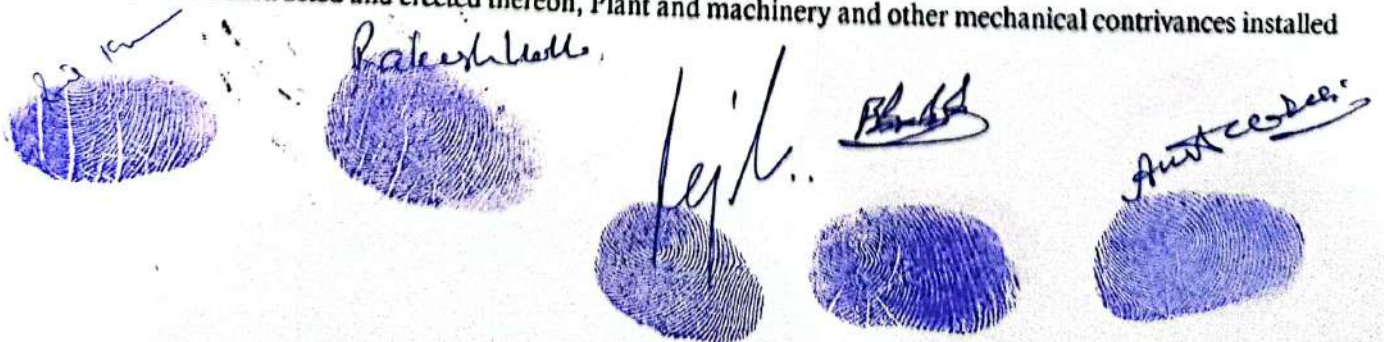
07/06/2024

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



executed a registered agreement on 01.11.1983 registered in Book No. 4 Volume No. 469 on pages 58 to 77 at Serial No. 65 dated 17-01-1984 to run and manage the business that is being carried on under the name and style of "CHANDRA COLD STORAGE" on Arazi No. 103, 112, 113, 114, 115, 116, 119 and 120 situated in village Chak Maidapatti, Tehsil Chail, District Allahabad now Prayagraj and to give effect to the agreement dated 1.11.1983 vide partnership deed dated 02.01.1984 Sri Kailash Chandra, Ram Chandra, Prem Chandra, Subhash Chandra and Suresh Chandra retired and Sri Chotey Lal Sonkar, Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxman Kumar, Umesh Chandra Sonkar and Bharat Kumar Sonkar became the partners of the Chandra Cold Storage. Whereas as per Paragraph 10 of the same partnership deed 02.01.1984, "The "Partnership Property" which for all intents and purposes, shall consist of all assets, movables immovable properties including land and (which in the land records is numbered as Arazi No. 103, 112, 113, 114, 115, 116, 119 and 120 Chak, Maidapatti, Allahabad and which is appurtenant to the cold storage) Cold Storage Building, shed and other properties constructed and erected thereon, Plant and machinery and other mechanical contrivances installed and/or lying in the said cold storage, House No. 89- Meerapatti, GT Road, Allahabad, effects, stocks, rights, licences, permits, firms name and goodwill, telephone, electricity and power connections and hereditaments and the actionable claims etc. and/or any rights title or interest in such property either introduced initially in the partnership created by these presents or resulting here from with the formation thereof or as may come to be acquired or possessed or as may be created by acts of any one or more or all the partners during the course of carrying on the partnership business for the time being In the firm, shall always belong to and vest in the continuing partners and the out-going partner (s) and/or their representatives shall not have any interest or right or claim in such Partnership Property on his/ their retirement or death".

Whereas the aforesaid partnership firm M/s CHANDRA COLD STORAGE was from time-to-time reconstituted vide Partnership Deeds dated 23.03.1985, Shri Kailash Chandra, Ram Chandra, Prem Chandra, Subash Chandra, Suresh Chandra voluntarily retired from the partnership firm CHANDRA COLD STORAGE and Shri Chotey Lal Sonkar, Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxman Kumar, Umesh Chandra Sonkar and Bharat Kumar Sonkar became the continuing partners of the Chandra Cold Storage. Whereas as per Paragraph 9 of the same partnership deed, "The "Partnership Property" which for all intents and purposes, shall consist of all i.e. 23.05.1985 assets, movables immovable properties including land and (which in the land records is numbered 'as Arazi No. 103, 112, 113, 114, 115, 116, 119 and 120 Chak, Maidapatti, Allahabad and which is appurtenant to the cold storage) Cold Storage Building, shed and other properties constructed and erected thereon, Plant and machinery and other mechanical contrivances installed



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and/or lying in the said cold storage, House No. 89- Meerapatti, GT Road, Allahabad, effects, stocks, rights, licences, permits, firms name and goodwill, telephone, electricity and power connections and hereditaments and the actionable claims etc. and/or any rights title or interest in such property either introduced initially in the partnership created by these presents or resulting here from with the formation thereof or as may come to be acquired or possessed or as may be created by acts of any one or more or all the partners during the course of carrying on the partnership business for the time being In the firm, shall always belong to and vest in the continuing partners and the out-going partner (s) and/or their representatives shall not have any interest or right or claim in such Partnership Property on his/ their retirement or death".

Whereas due to the death of Chotey Lal Sonkar, on 06.09.1986 Mithai Lal Sonkar, Jeet Lal, Chiraunji Lal, Laxman Kumar, Umesh Chandra Sonkar, Bharat Kumar Sonkar and Smt. Bittan Devi became the continuing partners of the Chandra Cold Storage. Whereas after the death of Shri Jeet Lal, on 14.05.1988 Shri Mathai Lal Sonkar and Bharat Kumar Sonkar, voluntarily retired from the partnership firm and Shri Chiraunji Lal, Laxman Kumar, Umesh Chandra Sonkar, Smt. Bittan Devi and with the consent of the legal heirs of Late Shri Jeet Lal namely Shri Laxman Kumar and Bharat Kumar Sonkar, other partner's agreed to admit Smt. Champa Devi w/o deceased Shri Jeet Lal as partner in the firm with effect from 15/05/1988 vide registered deed of agreement, became the continuing partners of the Chandra Cold Storage. Whereas on 16.11.1998 Shri Chiraunji Lal, Smt. Bittan Devi and Smt. Champa Devi voluntarily retired from the partnership firm and Laxman Kumar, Umesh Chandra Sonkar became the continuing partner of the partnership firm. Thereafter the aforesaid partnership firm M/s Chandra Cold Storage was again reconstituted vide Partnership agreement dated 01.04.1999 registered Book No. IV, Khand No. 141 on pages 115 to 124 at Serial No. 516 dated 19.08.1999 and copied in Book No. IV, Volume No. 878 on pages 135 to 143 at Serial No. 516 dated 28.04.2001 Laxman Kumar and Umesh Chandra Sonkar retired from the Chandra Cold Storage and Sri Tirath Ram Kohli, Rakesh Kohli and Anil Kohli became the partners of the Chandra Cold Storage and one more partnership deed dated 01.04.1999 was executed in which new partners were inducted and now the partners were Shri Tirath Ram Kohli, Sri Rakesh Kohli, Sri Anil Kohli, Sri Sunil Kohli and Smt. Sarita Kohli of Chandra Cold Storage and also renamed the "CHANDRA COLD STORAGE" as "M/S DOABA SHEET GREH" and upon death of Shri Tirath Ram Kohli on 07.11.2010 vide death certificate No. 42 of Book No. 2094 26-11-2010 and voluntary retirement of Smt. Sarita Kohli once again the same has been reconstituted vide Partnership Deed dated 08.11.2010 having the partners namely Shri Anil Kumar Kohli, Shri Sunil Kumar Kohli and Shri Rakesh Kumar Kohli and accordingly published in the official Gazettes of Uttar Pradesh on dated 02.04.2011 and registered at No. A.D. - 4 at Chapter 8;












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Whereas between the years 2000-2003 the partners of the firm Doaba Sheet Greh had sold Arazi No. 103 and 116 and part portions of Arazi No. 114, 115 and 119 total admeasuring 5021.61 Sq. meters and were left with Arazi Nos. 112 in Khata Khatauni No. 00013, 113 and 120 in Khata Khatauni No. 00015 and part portions of Arazi Nos. 114, 115 in Khata Khatauni No. 00015 and 119 in Khata Khatauni No. 00014 total admeasuring 8338.39 Sq. meters, situated in Village – Chak Maidapatti, Pargana and Tehsil – Sadar, Prayagraj and having Municipal House No. 85A/108, Meerapatti, Prayagraj.

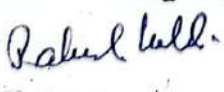
Whereas as per the registered partnership deed dated 15-01-2021 registered with sub-registrar Sadar-I in Bahi No. 4, Zild No. 529 in pages 305 to 312 at serial No. 56 dated 27-01-2021 of partnership firm M/S DOABA SHEET GREH, the existing profit/loss sharing ratio of partners to deed is: Shri Anil Kumar Kohli 33.75%, Shri Sunil Kumar Kohli 33.75% and Shri Rakesh Kumar Kohli 32.5%.

Whereas one of the partners namely Shri Anil Kumar Kohli Third Part of The Second Party had voluntarily retired from the firm DOABA SHEET GREH the first party/landowner vide revised partnership deed dated 26-12-2023 with effect from 1-1-2024 and had his share been demarcated separately as mentioned in para 8B of this agreement and distributed the remaining assets as well as the liabilities of the firm as per the balances dated 31-12-2023 as per the mutually settled modified profit sharing ratio as Shri Anil Kumar Kohli 33.75%, Shri Sunil Kumar Kohli 33.75% and Shri Rakesh Kumar Kohli 32.5% and to avoid any future complications and disputes he is signing and executing this deed in his individual capacity and to give more understandings will publish the same in the Official Gazette, UP for easy distribution of the assets as well as the liabilities of the firm among the then existing partners.


Whereas accordingly the First Party/landowner M/s DOABA SHEET GREH is the owner in possession of Lands having Arazi Nos. 112 in Khata Khatauni No. 00013, 113 and 120 in Khata Khatauni No. 00015 and part portions of Arazi Nos. 114, 115 in Khata Khatauni No. 00015 and 119 in Khata Khatauni No. 00014 total admeasuring 8338.39 Sq. meters, situated in Village – Chak Maidapatti, Pargana and Tehsil – Sadar, Prayagraj and which is part portion of Municipal House No. 85A/108, Meerapatti, Prayagraj out of which the First Party/M/s DOABA SHEET GREH wants to develop the part portion of land admeasuring 8000.00 Sq. Meters bounded Red in Annexed Map marked in red colour in the annexed map (hereinafter referred to as “land in question”) in the map/plan (not to scale) annexed to this Indenture for Agreement for Development of Land and described in detail towards the end of this Indenture for Agreement for Development of Land. The aforesaid map/plan of the land in question is annexed herewith and is marked as ‘ANNEXURE-I’; AND



Whereas since the cold storage is closed from the last few years and the firm is not getting any profit









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from it and to achieve some profit and make some business the partners of the firm M/s Doaba Sheet Greh, and Shri Anil Kohli wished to develop the aforesaid lands in question into a housing project as the demarcated land use of the land in question is residential in the Master Plan 2021 and accordingly knowing the idea of the Firm, the First Part of the Second Party had approached all the partners of the Firm and offered its proposal to develop the aforesaid land in question and after due negotiations and discussions and knowing the repute and experience in the development of real estate and Group Housing colonies. The partners of the firm, Shri Anil Kohli and the First part of the Second Party agreed to develop the land in question in accordance with the terms and conditions stated herein below in this Indenture for Agreement for Development of Land on a saleable area sharing basis in accordance whereof the First part of Second Party shall develop the land in question at the cost of the First Part of the Second Party (unless otherwise stated) into a Residential Group housing scheme and shall share the saleable areas thereafter.

Whereas Second Part of The Second Party who is the real brother of the partners of the First Party M/s DOABA SHEET GREH and Third Part of The Second Party Shri Anil Kohli is hereby jointly signing this Indenture for Agreement for Development of Land in respect of the lands in question and the First Party/landowner and Third Part of The Second Party have agreed to give to Second Part of The Second Party a share of 17.03% out of their total share of total saleable area allotted to them by the First Part of the Second Party; AND

Whereas the First Party Land owner namely M/s Doaba Sheet Greh has previously executed an Indenture for Developer Agreement of land dated 22-05-2024 with the First Part of the Second Party for developing the land area admeasuring 338.39 Sq. Mtrs situated on the part portion of Arazi No. 114 having Municipal No. 85A/108, Meerapatti, Prayagraj, which is registered in the office of Sub-registrar, Sadar - II, Prayagraj in Bahi No. 1, Zild No. 8213, on pages from 279 to 320 at Serial No. 3992 dated 27-05-2024.

Whereas, the First part of the Second party had submitted a proposed construction map with the Prayagraj Development Authority (PDA) for the approval of the proposed Affordable Group Housing Scheme for approval on the Online Portal of the State Government and PDA i.e. UPOBPAS vide file No. PDA/BP/20-21/0623 dated 27-01-2022 and UPOBPAS passed the map in Auto Scrutiny vide its email dated 28-04-2022 and vide its letter No. PDA/BP/20-21/0623/NOC dated 27-01-2022 sent to various departments On 28-04-2022 for issuance of the No Objection Certificates for the sanction of Maps and the First part of the Second Party has obtained all the necessary NOC's from the various departments as per the following:-

- i. SDM NOC --- PDA/B.P./21-22/0623 dated 22-06-2022.
- ii. Traffic NOC --- ST/SPT/NOC (27)/2021 dated 14-07-2022.

File


Rakesh Kohli


Rajesh


Ramesh


Anil Kohli


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- iii. AIRFORCE NOC --- Air HQ/S 17726/01/ATS (PC-MMMCCCXCXVII) dated 10-08-2023.
- iv. FIRE NOC --- UPFS/2023/94174/ALB/ALLAHABAD/1892/CFO dated 04-09-2023.
- v. NAGAR NIGAM NOC --- सं डी० 568/ एनओसी / एसटीसीई 2023 dated 09.11.2023 via payment of Rs.34,08,837 through UTR No. PUNBR52023110910980205 dated 09.11.2023
- vi. JALKAL NOC --- सं डी०/156/जंकव०/मुयालय /23-24 dated 09.11.2023 via payment of Rs. 8,25,969, Receipt No. 96 dated 09.11.2023.

After obtaining the above-mentioned NOC's the First Part of the second party had submitted the NOC's on the UPOBPAS online Portal for Final Approval and with the approval from the Vice Chairman PDA sanctioned the proposed Map for an Affordable Housing Scheme building consisting of Basement Parking, Stilt Parking, Community Centre and 9 Commercial Convenient shops and 14 Floors with 16 Flats of 2BHK and 9 Flats of 3BHK on each Floor total consisting of 350 residential Flats, 9 Commercial Convenient shops and a community Centre and issued a Demand Note (Challan/Invoice) No. CH/PDA/BP/21-22/4705 DATED 25/11/2023 for File No. PDA/BP/20-21/0623 for Rs. 11,83,15,514/-.

WHEREAS in furtherance of the execution of this Indenture for Agreement for Development of Land reached between the parties, the First Party and Third Part of The Second Party have agreed to Grant the First part of the Second party/builder/developer a right to enter the immovable property as a "licensee" as understood under Section 52 of the Indian Easement Act, 1882 to commence the construction activity in such a manner and on such terms and conditions as contained hereinafter. It is explicitly stated that the legal title, domain and control of the property continues to be vested with the First party till the date of completion of the project and obtaining the completion/occupancy certificate of the same from Chartered Engineer /P.D.A. First Part of The Second Party/Developer, Development Rights (as hereinafter defined) over the Project Land with other rights, easements, and privileges appurtenant over the Project Land, in such manner and on such terms and conditions as contained hereinafter.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following terms, to the extent not inconsistent with the context thereof, shall have the following meanings assigned to them herein below:

(1.1.a) "Applicable Laws" means and includes any statute, law, bye-laws, enactment,
















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regulation, ordinance, policy, rule, notification, direction, directive, guideline, requirement, license, rule of common law, order, decree, judgment, or any restriction or condition including any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of any Authority having jurisdiction over the matter in question including but not limited to Real Estate (Regulation and Abolition) Act, 2016 and the rules framed thereunder.

(1.1.b) "Agreement/ Indenture for Agreement for Development of Land" shall mean this agreement and all schedules, annexures attached to this agreement, in each case as they may be modified, amended, or supplemented in writing from time to time.

(1.1.c) "Approval(s)" means any and/or all approvals, authorizations, licenses, permissions, consents, no objection certificates of the said Authority (defined hereunder), obtained and or to be obtained in respect of the development/ and construction of the Project (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan for the commencement of the development and construction on the Project Land including without limitation environmental clearances, temporary and permanent power connection, completion/occupancy certificates and all other approvals and/or permissions from any other statutory or governmental authority whether state or central,) required for purposes of commencing construction and development activity, solely at the cost of the Developer;

(1.1.d) "Authority" shall mean any concerned authority that may/shall grant Approvals in connection with the said property/Project Land, Development, Project (defined hereunder) and/or any matter envisaged herein including Town And Country Planning, Municipal Corporation, Zilla Parishad, Panchayat, Local Planning Authority, State Government Water Supply & Sewerage Board, State Pollution Control Board, Central Pollution Control Board, Ministry of Environment & Forest, State Fire & Emergency Services Department, State Forest Department, Central Forest Department, Bharat Sanchar Nigam Limited (BSNL), local telecommunication agencies/companies, Geo Spatial Data Centre, State Power Distribution Company and/or any other power distribution company or any other bodies and/or any other relevant statutory, State and Central Government Authorities, Ministry of Urban Development and local or public bodies and authorities and all other authorities, State Governments and all its departments, ministries and functionaries, the relevant authorities,












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bodies and functionaries;

(1.1.e) "BUA" shall mean the total Built Up Area of the Project together with usage rights of the common areas, facilities, amenities [and the car parking spaces/slots to be constructed in the basement levels];

(1.1.f) "Consideration" shall mean the consideration payable to the Landowner pursuant to this Agreement being the Landowner BUA under the Area Share Arrangement as detailed under para 8;

(1.1.g) "Development" shall mean and include:

(1.1.g.i) the transformation and/or change caused to take place in the Project, the Project Land which includes (i) design, (ii) obtaining approvals and (iii) carrying out any construction activity prior to utilizing the FAR available (including purchasable FAR and/or compoundable FAR) to the extent possible on the Project and utilizing the FAR available (including purchasable FAR and/or compoundable FAR) to the extent possible on the Project Land for construction of the Project on the Project Land.

(1.1.g.ii) making of any material change in the use or appearance of the Project Land.

(1.1.g.iii) to carry out any infrastructure work on the Project Land relating to the said construction.

(1.1.g.iv) to provide any amenities, facilities to make the condition of the Project Land habitable."

(1.1.g.v) Everything shall be done and constructed as per the sanctioned plan and if any major changes are to be required then they shall be done by the Developer with the written mutual consent of the landowner and Developer only.

(1.1.h) "Development Rights" shall refer to the planning, designing, development, construction, marketing, sales and transfer of development rights of the Project on the Project Land and shall, include (but not be limited to), inter alia, rights, empowerment, entitlements, authority, sanction and permission as well as the obligations to:

(1.1.h.i) enter upon, deal and Develop project land, construct and to remain
















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licensee, of the Project or any part thereof until the completion of the development of the Project and the marketing, leasing or sale of the built-up area on the Project Land or any part thereof. The possession given to the builder in pursuance of this builder agreement is only a permissive given under a license for the limited purpose of the development of property.

(1.1.h.ii) The possession given to the builder/developer to occupy the land for the purpose of development is not construed as a possession in part performance of a contract of a nature referred to under section 53A of the transfer of property Act.

(1.1.h.iii) develop and construct the Project and own and dispose-off the same as per the terms of this Agreement, and appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such Persons.

(1.1.h.iv) to carry out all the infrastructure and related work/ constructions for the Project, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, firefighting equipment and facilities and all other common areas and facilities for the total built up area to be constructed on the Project Land as may be required by any Approvals, layout plan, or order of any Authority.

(1.1.h.v) to launch the Project.

(1.1.h.vi) To carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time.

(1.1.h.vii) manage the Project Land and the super built up area/Units and facilities / common areas constructed upon the Project Land and / or to transfer / assign such right of maintenance of the Project to any third party till the project completion date.



(1.1.h.viii) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Laws.

(1.1.h.ix) obtain Completion / occupation Certificate, and all necessary













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Approvals and permissions in respect of the Project or any part thereof; and

(1.1.h.x) Generally, any and all other acts, deeds and things that may be required for the exercise of the Development Rights.

(1.1.i) "Developer's BUA" shall mean the Developer's BUA as set out in clause 8 hereunder.

(1.1.j) "FAR" means Floor Area Ratio and / or any other development potential as applicable to the Project Land as per the applicable development control rules and regulations and shall include purchasable FAR and/or the compoundable FAR allowable by the Authority.

(1.1.k) "Landowner's BUA" shall mean the Landowner BUA as set out in clause 8 hereunder.

(1.1.l) "Project Completion Date/ Project Completion" means the occurrence of the last of the following events:

(1.1.l.i) Application of the completion certificate before the concerned authorities in respect of the Project.

(1.1.l.ii) "Project/Residential Group Housing Complex" shall mean and refer to the development and construction of the Residential Group Housing Complex, using the Development Rights granted here under and FAR in accordance with the applicable Laws, approved building plans, along with all common areas, facilities and amenities.

(1.1.m) "Project Costs" shall mean and include all types of costs, charges and expenses attributable to the execution, construction, design, infrastructure, development and marketing and sales of the Project including other costs to be incurred by and on behalf of the Developer for the Project, interest paid/ payable to any banks/ financial institutions for any loans, finance and/ or credit facilities, which the Developer may avail for the purpose of the Project, the cost of site development charges, landscaping/ hardscaping expenses, all approval related cost, manpower and administrative overheads for design development, project management and construction, other overheads and all incidental cost for the Project (including contingencies) including fees payable to architect, engineers, contractors, staff and workmen and any other consultants or other payments (including statutory dues to workmen,



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employees, etc.) From starting till the completion of the project will be borne by the First part of the Second Party only. Except the charges payable to the authority by way of compounding FAR and/or purchasable FAR charges which is Rs. 7,42,74,138.00 on account of Purchasable FAR, Rs. 47,40,903.00 For additional FAR and Rs. 3,00,04,800.00 on account of shelter fees for not constructing the compulsory EWS and LIG houses, totaling Rs. 10,90,19,841.00 and in respect of this the First Party/Landowner shall pay 53% of the aforesaid amount and Third Part of The Second Party shall pay 27% of the aforesaid amount and First Part of The Second Party/Developer shall borne 20% of the aforesaid amount.

(1.1.n) "Sanctioned Plan" means the plan with respect to the Project, as approved by the Authority upon submission by the First Part of the Second party having permit Permit No. PDA/BP/20-21/0623 dated 12 Feb 2024.

(1.1.o) "Project Land" shall mean the freehold contiguous Lands having Arazi Nos. 112 in Khata Khatauni No. 00013, 113 and 120 in Khata Khatauni No. 00015 and part portions of Arazi Nos.114, 115 in Khata Khatauni No. 00015 and 119 in Khata Khatauni No. 00014 total admeasuring 8000.00 Sq. meters, situated in Village – Chak Maidapatti, Pargana and Tehsil – Sadar, Prayagraj and having Municipal House No. 85A/108, Meerapatti, Prayagraj (hereinafter referred to as "land in question") in the map/plan (not to scale) annexed to this Indenture for Agreement for Development of Land and described in detail towards the end of this Indenture for Agreement for Development of Land and more particularly described and depicted in Schedule I with all rights attached thereto, along with any easements, right of way, access road incidental to the said Project Land;

(1.1.p) "Total BUA" means the entire BUA of the Project as per the maps which shall be approved by the authorities;

a. Interpretation

1.a.1 In this Agreement, unless the context requires otherwise:

(a.1.a.i) reference to the singular includes a reference to the plural and vice versa;

(a.1.a.ii) reference to any gender includes a reference to all other genders;

(a.1.a.iii) reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;



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- (a.1.a.iv) reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation and shall include any amendments and the rules/regulations framed thereunder; and
- (a.1.a.v) reference to any Clause, Section, Schedule, Annexure or Appendixes, if any, shall be deemed to be a reference to any Clause, a Section, Schedule, Annexure, or appendix of or to this Agreement.
- 1.a.2 The use of the word "including" followed by a specific example(s) in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.a.3 The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.a.4 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).
2. That the First Party specifically states that the First Party is the owner in possession of the land in question and in development of the land in question and the First Party had rented some spaces of the cold storage for godown purposes and now they are vacant; AND
3. That the First Party, Second Part of The Second Party and Third Part of The Second Party hereby indemnifies the First part of Second Party against any defect in title of the land in question and/or the peaceful development of the land in question and it is further agreed that in the event of any defect in title of the land in question or in the event of any dispute regarding the peaceful development of the land in question then the First part of the Second Party shall attempt and try to rectify the concerned defect in title and/or resolve any dispute(s) regarding peaceful development of the land in question at the sole cost and expense of the First Party, Third Part of The Second Party and Second Part of The Second Party; AND
4. That the First part of the Second Party has proposed to develop the land in question into a Residential Group Housing Colony and presently the permissible Floor Area Ratio (F.A.R.) for the said area is 2.5 and the purchasable F.A.R. is 50% of the permissible FAR i.e., 1.25. Thus, the total constructable



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F.A.R. is 3.75 (2.5 + 1.25) and the First part of the Second Party shall construct utilizing the maximum F.A.R. allowable to it by Prayagraj Development Authority (P.D.A.), Prayagraj as per the building bye-laws applicable on the date of sanction of the construction map/plan in respect of the land in question at its own cost and investment. The First party, the Third Part of The Second Party and the Second Part of the Second Party shall not make any investment towards the sanction of the map except the charges to be paid to the authority for constructing more than the permissible F.A.R. of 2.5 on account of purchasable F.A.R. which shall be payable after the execution of this agreement and shall be in ratio of The First Party/Landowner 53%, Third Part of The Second Party 27% and 20.00% shall be borne by the First part of the Second Party and all other charges will be borne by First Part of The Second Party/Developer; AND

5. That First Part of The Second Party/Developer shall submit the Group Housing Residential scheme with Prayagraj Development Authority for sanction and necessary approvals, in the name of "SAIDHAM KOHLI'S AVENUE" at its own cost, expenses and persuasion or any other expenses of whatever nature. The First party and the Third Part of The Second Party shall not make any investment towards the sanction of the map except the charges to be paid to the authority for constructing more than the permissible F.A.R. of 2.5 on account of purchasable/compensatory F.A.R. and shelter fees shall be paid by the in ratio of The First Party/Landowner 53%, Third Part of The Second Party 27 and 20.00% shall be borne by the First part of the Second Party and all other charges will be borne by First Part of The Second Party/Developer; AND In pursuance to this the First part of the Second Party had submitted with the Prayagraj Development Authority (PDA) for the approval of the proposed Affordable Group Housing Scheme for the Map Approval on the Online Portal of the State Government and PDA i.e. UPOBPAS vide file No. PDA/BP/20-21/0623 dated 27-01-2022 and UPOBPAS passed the map in Auto Scrutiny vide its email dated 28-04-2022 and vide its letter No. PDA/BP/20-21/0623/NOC dated 27-01-2022 sent to various departments On 28-04-2022 for issuance of the NOC's for the sanction of Maps and the First part of the Second Party has obtained all the necessary NOC's from the various departments as per the following:-

- vii. SDM NOC --- PDA/B.P./21-22/0623 dated 22-06-2022.
- viii. Traffic NOC --- ST/SPT/NOC (27)/2021 dated 14-07-2022.
- ix. AIRFORCE NOC --- Air HQ/S 17726/01/ATS (PC-MMMCCCXCXVII) dated 10-08-2023
- x. FIRE NOC --- UPFS/2023/94174/ALB/ALLAHABAD/1892/CFO dated 04-09-2023.
- xi. NAGAR NIGAM NOC --- सं० डी० 568/ एनओसी / एसटीसीई 2023 dated 09.11.2023 via payment



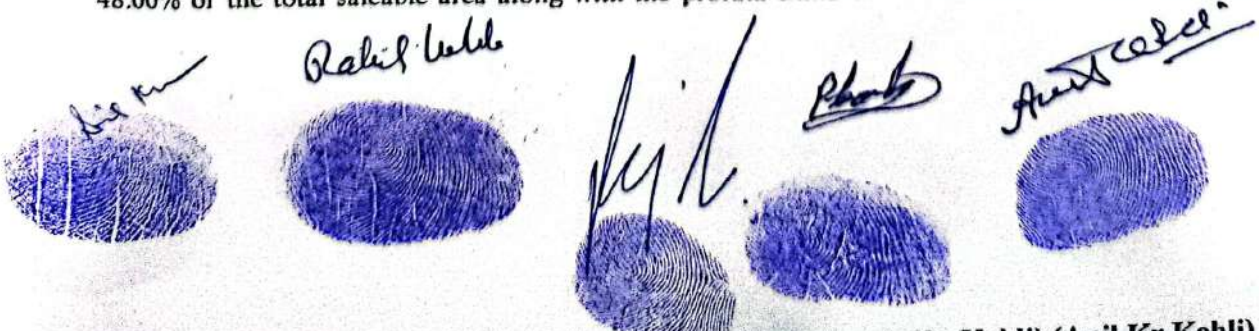
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of Rs.34,08,837 through UTR No. PUNBR52023110910980205 dated 09.11.2023.

- xii. JALKAL NOC --- स०डी०/156/ज०क०व०/मुयालय /23-24 dated 09.11.2023 via payment of Rs. 8,25,969, Receipt No. 96 dated 09.11.2023.

After obtaining the above-mentioned NOC's the First part of the Second party has submitted the NOC's on the UPOBPAS online Portal for Final Approval and with the approval from the Vice Chairman PDA had sanctioned the proposed Map for an Affordable Housing Scheme building consisting of Basement Parking, Stilt Parking, Community Centre and 9 Commercial Convenient shops and 14 Floors with 16 Flats of 2BHK and 9 Flats of 3BHK on each Floor total consisting of 350 residential Flats, 9 Commercial Convenient shops and a community Centre having total saleable Area 446114.77 Sq. feet of 350 No. residential flats and 1453.14 Sq. feet of 9 commercial shops and issued a Demand Note (Challan/Invoice) No. CH/PDA/BP/21-22/4705 DATED 25/11/2023 for File No. PDA/BP/20-21/0623 for Rs. 11,83,15,514.00 in which the Authority has demanded to pay Rs. 7,42,74,138.00 on account of Purchasable FAR, Rs. 47,40,903.00 For additional FAR and Rs. 3,00,04,800.00 on account of shelter fees for not constructing the compulsory EWS and LIG houses, totalling Rs. 10,90,19,841.00 and the First part of the Second party has deposited Rs. 11,83,15,514.00 vide receipt No. PDA/BP/20-21/0623 dated 08-02-2024 and got the map sanctioned/released vide Building Permit No. PDA/BP/20-21/0623 dated 12 Feb 2024.

6. That the First Party and Third Part of The Second Party shall license the development of land in vacant possession to the First Part of The Second Party/Developer only for the purposes of construction of Residential Group Housing Scheme at the cost and expenditure of the First Part of The Second Party/Developer in terms of this Indenture for Agreement for Development of Land and as per maps sanctioned by P.D.A., Prayagraj within nine months from the date of issue of the sanction of the map. It is specifically understood between the parties to this Indenture for Agreement for Development of Land that such handing over of the site by the First Party and Third Part of The Second Party to First Part of The Second Party/Developer is merely a license to commence the construction activity and does not in any manner whatsoever, confer any right title or interest of any sort in favour of First Part of The Second Party/Developer; AND
7. That upon completion of the project i.e., completion of entire construction of the Residential Group Housing Complex and issuance of the Completion/Occupancy Certificate from chartered engineer or P.D.A of the Residential Group Scheme either block by block or as a whole as the case maybe, the 48.00% of the total saleable area along with the prorata Land of the Residential Group Housing



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complex on each floor in each block shall be solely owned and possessed by the First Party i.e. 26.50%, Third Part of The Second Party 13.50% and the Second Part of The Second Party 8.00% and the remaining 52.00% of the saleable area along with the prorata Land of the Residential Group Housing complex on each floor in each block shall be owned by First Part of The Second Party/Developer. All the constructed and saleable areas on each floor shall be shared in 26.5%:13.5%:8.00%:52.00% ratio on all the floors in each block between the First Party (Landowner) and Third Part of The Second Party and Second Part of The Second Party and First Part of The Second Party/Developer. The First Party (Landowner), Third Part of The Second Party, Second Part of The Second Party and First Part of The Second Party/Developer shall have roof rights in the aforesaid proportion of 26.5%:13.5%:8.00 & 52.00% respectively; AND

8. As per the Approved map the PDA has sanctioned an Affordable Housing Scheme building consisting of Basement Parking, Stilt Parking, Community Centre and 9 Commercial Convenient shops and 14 Floors with 16 Flats of 2BHK and 9 Flats of 3BHK on each Floor total consisting of 350 residential Flats, having total saleable Area 446114.77 Sq. feet of 350 No. residential flats and 1453.14 Sq. feet of 9 commercial shops and the shares of All the Parties shall be as per the following: -

- A. Share of the First Party Landowner i.e. M/s DOABA SHEET GREH, will be 26.5% of total saleable Area 446114.77 Sq. feet = 118220.41 sq. feet in residential Flats and 1453.14 Sq. feet = 385.08 Sq. Feet of commercial shops area and they have decided to sell all their areas along with the First part of the Second Party Developers and have authorized First Part of The Second Party/Developer to sell their areas and execute the agreement to sells during construction period and execute the sale deeds after completion of the same at their own discretion by their own signatures upon receipts of the payments of the said units.
- B. Share of the Third Part of The Second Party i.e. SHRI ANIL KOHLI, will be 13.5% of total saleable Area 446114.77 Sq. feet = 60225.49 sq. feet in residential Flats and 1453.14 Sq. feet = 196.17 Sq. Feet of commercial shops area and they have decided to Hold 26824.87 Sq. feet out of his share 60225.49 Sq. feet in form of 20 Flats and 1 commercial shop as per following and Third Part of The Second Party alone shall be entitled to either retain or execute sale agreements and sale deeds of the same at their own discretion by their own signatures without any interference of First Part of The Second Party/Developer or its successors or assignees or nominees of the following Flats;






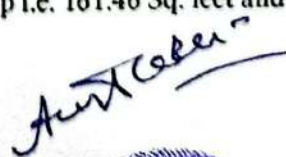
(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr Kohli)

Sr. No.	Flat No.	Floor	Type	Area In Sq. Ft
1	A-1	Second	3 BHK	1898.25
2	A-3	Fourteenth	3 BHK	1490.99
3	A-4	Fourteenth	3 BHK	1484.37
4	A-6	Sixth	3 BHK	1546.14
5	B-3	Third	3 BHK	1591.15
6	B-3	Seventh	3 BHK	1591.15
7	B-4	Fourth	3 BHK	1285.30
8	C-1	First	2 BHK	1171.39
9	C-1	Fifth	2 BHK	1325.44
10	C-1	Sixth	2 BHK	1336.57
11	C-2	Eighth	2 BHK	1113.49
12	C-2	Thirteenth	2 BHK	1111.87
13	C-4	Fifth	2 BHK	1002.58
14	C-8	Fourteenth	2 BHK	1073.73
15	D-1	Twelfth	2 BHK	1127.25
16	D-1	Thirteenth	2 BHK	1131.00
17	D-2	Tenth	2 BHK	1160.63
18	D-5	Fourth	2 BHK	1203.02
19	D-7	Second	3 BHK	1614.91
20	D-7	Twelfth	3 BHK	1565.64
TOTAL				26824.87
21	Shop No. 2 out of his share of 196.17 Sq. Feet			161.46

and have decided to sell their balance area of 33400.62 sq. feet of residential Flats and 34.71 sq. feet of commercial shop along with First Part of The Second Party/Developer and have authorized First Part of the Second Party/Developer to sell their balance areas and execute the sale agreements during construction period and sale deeds after completion of the same at their own discretion by their own signatures upon receipts of the payment of the said units.

- C. Share of the First Part of the Second Party /Developer i.e. M/s SAIDHAM KOHLI'S AVENUE, will be 52.00% of total saleable Area 446114.77 Sq. feet = 232014.08 sq. feet in residential Flats and 50% of commercial shops area i.e. 1453.14 Sq. feet = 726.57 sq. feet of commercial shops area shall absolutely vest in First Part of the Second Party/Developer and First Part of The Second Party/Developer shall alone be entitled to either retain or sell the same at their own discretion by the signature of its C.E.O. or by its authorized signatory/officer without any interference by the First Party and Third Part of The Second Party and Second Part of The Second Party or their heirs, legal representatives, executors or assignees or nominees.

- D. Share of the Second Part of the Second Party i.e. SHRI RAMESH KOHLI will be 8.00% of total saleable Area 446114.77 Sq. feet = 35704.78 residential Flats and 10% of commercial shops area i.e. 1453.14 Sq. feet = 145.31 sq. feet of commercial shops area and he has decided to hold all of his share i.e. 35654.78 27 Flats and 1 commercial shop i.e. 161.46 Sq. feet and

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is exchanging his 50.00 sq. feet of residential apartment for his extra commercial shop received 16.15 sq. feet and the Second Part of The Second Party alone shall be entitled to either retain or execute sale agreements or sale deeds of the same at their own discretion by their own signatures without any interference of First Party, Third part of the Second Party and First Part of The Second Party/Developer or its successors or assignees or nominees; asper following: -

Sr. No.	Flat No.	Floor	Type	Area in Sq. Ft
1	A-1	Eighth	3 BHK	1898.25
2	A-1	Fourteenth	3 BHK	1898.25
3	A-2	Ninth	3 BHK	1544.26
4	A-2	Fourteenth	3 BHK	1633.16
5	A-3	Fifth	2 BHK	1490.99
6	A-4	Fifth	2 BHK	1484.37
7	A-5	Second	3BHK	1574.40
8	A-5	Fifth	3BHK	1573.64
9	A-6	Second	3BHK	1546.26
10	A-6	Fifth	3BHK	1559.14
11	C-1	Eleventh	2BHK	1325.44
12	C-1	Twelvth	2BHK	1230.78
13	C-2	Fifth	2 BHK	1111.87
14	C-2	Eleventh	2BHK	1111.87
15	C-3	Third	2BHK	1007.83
16	C-5	Third	2BHK	939.94
17	D-1	Third	2BHK	1040.34
18	D-1	Seventh	2BHK	1131.00
19	D-2	Third	2BHK	1069.73
20	D-2	Seventh	2BHK	1167.39
21	D-3	Seventh	2BHK	1157.51
22	D-3	Twelvth	2BHK	1060.35
23	D-4	Seventh	2BHK	1123.50
24	D-4	Twelvth	2BHK	1039.34
25	D-5	Seventh	2BHK	1205.02
26	D-6	Seventh	2BHK	1111.62
27	D-7	Seventh	3BHK	1618.53
TOTAL				35654.78
28	Shop No. 1 against his share of 145.31 sq. feet			161.46

E. Now the First Part of the Second Party/ Developer will be having 232014.08 (First Part of the Second Party's Share i.e. M/s Saidham Kohli's Avenue) 118220.41 (The First Party's Share i.e. M/s Doaba Sheet Greh) + 33400.62 (Third Part of The Second Party's Share i.e. Shri Anil Kohli) = 383635.12 sq. feet of Residential area and 726.57 (First Part of Second Party's Share i.e. M/s Saidham Kohli's Avenue) + 385.08 (the First Party's Share i.e. M/s Doaba Sheet Greh) +34.71 (Third Part of The Second Party's i.e. Shri Anil Kohli) less 16.15 (Second Part of Third Party Share i.e. Shri Ramesh Kohli) = 1130.21 sq. feet of Commercial shop area at his disposal for selling to the prospective buyers and First Part of The Second



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Party/Developer shall alone be entitled to either retain or sell the same at their own discretion by the signature of its C.E.O. or by its authorized signatory/officer without any interference by the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party or their heirs, legal representatives, executors or assignees or nominees.

9. That the present F.A.R. permitted by the P.D.A. Prayagraj is 2.50 plus 50% of Basic FAR as purchasable i.e. 3.75 which means that the map is being sanctioned as per aforesaid F.A.R. However, in case during the period of construction, if the P.D.A. permits more F.A.R. in such case First Part of The Second Party/Developer shall submit revised plan and shall construct as per revised F.A.R., under the circumstances if P.D.A. permits additional F.A.R. and under provision if any charges are to be expensed for the purchasing the additional F.A.R. the charges will be borne by the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party alone; and that the Flats/Residential Units falling in the share of the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party shall be mutually decided and earmarked in the ratio of 26.5%:13.5%:10% and First Part of The Second Party/Developer 50% of the total saleable areas respectively within 15 days from the date of sanction of the Building Plan by the P.D.A., Prayagraj and all the parties to this agreement shall Sign and execute a memorandum thereof distinctly showing the constructed area to be owned by the First Party (Landowner), Third part of the Second Party, Second Part of The Second Party and First Part of The Second Party/Developer in the above ratio, until and unless the Indenture for Agreement for Development of Land and to give this a legal effect/binding on all the parties to this agreement shall register this agreement or any other supplementary agreement or any other agreement/s which the parties may deem fit in the office of registrar; AND
10. That the entire 48.00% saleable area owned by the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party in ratio of 26.5%:13.5%:08.00 as mentioned herein before shall absolutely vest in the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party and the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party alone shall be entitled to either retain or execute sale agreements or sale deeds of the same at their own discretion by their own signatures without any interference of First Part of The Second Party/Developer or its successors or assignees or nominees if required at any time; AND
















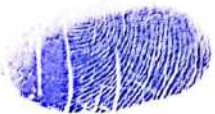

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11. That the entire 52.00 saleable area owned by First Part of The Second Party/Developer as mentioned herein before shall absolutely vest in First Part of The Second Party/Developer and First Part of The Second Party/Developer shall alone be entitled to either retain or sell the same at their own discretion by the signature of its authorized partner without any interference by the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party or their heirs, legal representatives, executors or assignees or nominees. But First Part of The Second Party/Developers are permitted to book independent residential dwelling units and accept advance only for the share mentioned in para no. 8E after signing of this Indenture for Agreement for Development of Land and clear demarcation of their units in the approved plan for which the PDA has sanctioned of the proposed Residential Group Housing Scheme if required at any time; AND


12. Marketing/Selling of areas:

- 12.1 In order the First Party (Landowner) and Third Part of the Second Party wishes to sell his proportionate share of the saleable area along with First Part of the Second Party as per para 8E of this agreement, the First Part of The Second Party/Developer shall be entitled to obtain booking of any Area or to accept any money from public on execution of the present agreement. The Developer shall be entitled to negotiate with the prospective Allottee(s) of the unit/ space in the Residential Group Housing Complex and in this regard shall further be entitled to carry out the following acts.

- (a) To sign all the documents pertaining to the allotment of the unit/space to the Allottee(s) in its name;
- (b) To negotiate the price of the unit/ space with the Allottee(s);
- (c) To allocate specific space to the Allottee(s);
- (d) To receive and retain the consideration amount(s) from the Allottee(s) and distribute it to the First Party 30.816% and to Third Part of The Second Party 8.706 of the total payments received/realized in Saidham Kohli's Avenue Rera Transaction Account No. 924020013577770 with Axis Bank Civil Lines Prayagraj and the consideration amount(s) against the booking of commercial shops from the Allottee(s) and distribute it to the First Party 34.071%, and to Third Part of The Second Party 3.071% of the total payments received/realized in Saidham Kohli's Avenue Rera Transaction Account No. 924020013577770 with Axis Bank Civil Lines Prayagraj. The second party shall first adjust the payments made on account of the First Party (Landowner) and Third Part of the Second Party and then transfer it to the respective parties on weekly basis on every Monday or on the






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next working day if Monday is a bank holiday. In an event of default in making the payments for more than 2 working days will attract an interest @ 1.25% per month only for the delayed period calculated from the date of due payment and vice versa. The consideration amount as mentioned above shall be in nature of advance received and shall be subject to cancellation of units/spaces by the allottees. The rights in the said consideration will be crystalized on the day when the units/spaces will be sold by the developer by executing the sale deeds in favour of the allottees.

(e) The First Part of the Second Party/Developer shall alone be entitled to sell the same at their own discretion by the signature of its C.E.O. or by its authorized signatory/officer without any interference by the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party or their heirs, legal representatives, executors or assignees or nominees and all the parties to this agreement authorize for the same.

12.2 The First part of the Second Party/ Developer shall be entitled to enter into agreements for sale and execute the same during the construction period and shall also execute the sale deed/deeds only upon completion of saleable areas of the housing Project and to receive consideration amount in its own name. If required, the First Party (Landowner) and Third Part of the Second Party shall also sign such agreements to sell and sale deed/deeds of the areas sold.

12.3 The Owner shall in case of need shall also execute all necessary deed (s) or such other document(s) or instrument(s) in favor of the intending purchaser(s) of unit (s) / space(s) car parking, etc., in respect of the units, floor space(s), etc., agreed to be sold to different Intending Purchaser(s) by the First Part of The Second Party/Developer at the cost and expense of the said intending purchaser(s) and shall give the said Intending Purchaser(s) title and interest as may be permissible by present or future laws on the terms and conditions of this Agreement.


12.4 That in the event the First Party (Landowner), Third Part of The Second Party and the Second part of the Second Party wishes to sell their share of the retained saleable areas, First Part of The Second Party/Developer shall have the pre-emptive right for the same, on such terms and conditions as may be agreed between the parties. However, if First Part of The Second Party/Developer does not wish to exercise the pre-emptive right till the completion of the project, then the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party can sell the same to any other

The image shows five blue ink fingerprints arranged horizontally. Above each fingerprint is a handwritten signature in blue ink. From left to right, the signatures appear to be: 'Sunil', 'Rakesh', 'Rajesh', 'Ramesh', and 'Anil'. The fingerprints are of varying sizes and orientations, but all show clear ridge patterns.

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party with the prior approval of First Part of The Second Party/Developer.


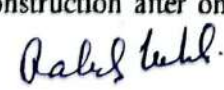

- 12.5 It is agreed between the parties that all promotional and marketing literature, advertisement, brochures, hoarding etc. released and published pertaining exclusively to this Project shall be under the name and logo of First Part of The Second Party/Developer, the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party. It is further agreed that all such expenses shall be apportioned between the Parties in the same ratio as their share in the saleable area as mentioned in para no. 8E and the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party shall refund the same to First Part of The Second Party/Developer as demanded by First Part of The Second Party/Developer from time to time.
- 12.6 During the period of development, First Part of The Second Party/Developer as well as the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party are entitled to book areas/space for sale/lease/license and to sign the requisite Agreements with the prospective purchasers/ lessees and to receive the payment from them but only after the receipt of license/CLU from the competent authorities. Instruments of sale/ conveyance deed shall also be executed & signed by both the Parties; however, it is agreed that those shall be signed & executed by First Part of The Second Party/Developer as authorized signatory of the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party. A Copy of such executed deeds, MOU and LOI, shall be provided to the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party. It is, however agreed in the event of default on the part of First Part of The Second Party/Developer in performance of its obligations the prospective Purchasers/lessees terminate their Agreement, First Part of The Second Party/Developer shall be responsible for claims preferred by such allottees or the lessees.
- 12.7 It is agreed that the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party and the First Part of The Second Party jointly shall handle all promotional activities in the common areas of the Complex, such as, renting, advertisements, hoardings, etc.
- 12.8 All necessary documents/agreements, conveyance deeds for bookings/sales of Project areas shall be prepared by First Part of The Second Party/Developer to maintain uniformity of the terms.
- 12.9 It is further agreed in between the parties that the right to allot, lease, rent all the car parking slots in covered as well as open car parking areas of the entire Complex, shall vest with First Part of The Second Party/Developer, the First Party (Landowner), Third Part of The Second Party and Second




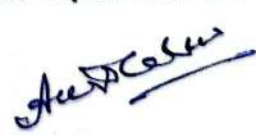



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Part of The Second Party and they shall be entitled to the proceeds or collections thereof.

13. That the First Party (Landowner), Third Part of The Second Party, Second Part of The Second Party and First Part of The Second Party/Developer shall also own respectively in proportion of 26.50%:13.50%:8.00%:52.00% saleable area on all the floors as well as the common areas. the First Party (Landowner), Third Part of The Second Party, Second Part of The Second Party and First Part of The Second Party/Developer shall be entitled to either retain or sell their respective shares at their own discretion; AND
14. That First Part of The Second Party/Developer decided to deposit the Shelter fees for not constructing the compulsory E.W.S. and L.I.G., and the First Party (Landowner) and the Third Part of The Second Party shall deposit the shelter fees in the ratio 53%:27% and 20% is borne by First part of the Second Party/Promoter the saleable area developed/constructed in lieu of E.W.S. and L.I.G. shelter fee, shall be owned in the proportion of 52.00% by First Part of The Second Party/Developer and 26.5% by the First Party, 13.5% by Third Part of The Second Party and 8.00% by Second Part of The Second Party together with proportionate land; AND
15. That if any additional construction is allowed above the permitted F.A.R of 3.75 that may be raised as per the additional/purchasable/compensatory F.A.R, the First Party (Landowner), Third Part of The Second Party (Landowner) and Second Part of The Second Party and First Part of The Second Party/Developer shall own in proportion of 26.50%:13.50%:10%:50% respectively and if any charges are to be expensed for the additional/purchasable/compensatory F.A.R. the charges will be borne by the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party in ratio of 53%:27%:20% respectively; AND
16. That the First part of the Second Party shall pay to the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party an amount of Rs. 6,00,00,000/- (Rupees Six Crores Only) in ratio 53%:27%:20% as refundable non-interest-bearing security amount towards developing the land in question; and the aforesaid security amount shall be refunded by the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party to the First Part of Second Party within one and half year from the date of RERA registration of the project and in the event the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party does not refund the same timely, then the aforesaid security amount shall be adjusted by the First Part of the Second Party after taking over the land owner share's in super built area at any stage of construction after one and a half year of construction after joint inspection of the

(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr Kohli)

property under construction and at such rate as mutually agreed as per MOU executed in between all the parties to this agreement.; AND

17. First Part of The Second Party/Developer has already paid to the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party the aforesaid refundable security amount of Rs. 3,00,00,000/- (Rupees Three Crores Only) payable at the time of execution of this Indenture for Agreement for Development of Land as per the following: -

- A. The First Party/Landowner i.e. Rakesh Kumar Kohli aka Rakesh Kohli received from Partner of Raj Rajeshwar Gupta sum of Rs. 38,00,000.00 (Rs. Thirty-Eight Lacs only) vide Ch. No. 000118 dated 04-02-2021 drawn on HDFC bank Ltd, Civil Lines Allahabad.
- B. The First Party/Landowner i.e. Rakesh Kumar Kohli aka Rakesh Kohli received from Partner of Sonu Agarwal sum of Rs. 30,00,000.00 (Rs. Thirty Lacs only) vide Ch. No. 672481 dated 02-02-2021 drawn on IndusInd bank, Civil Lines Allahabad.
- C. The First Party/Landowner i.e. Rakesh Kumar Kohli aka Rakesh Kohli received from Partner Arpit Jauhari & Preeti Jauhari sum of Rs. 10,00,000.00 (Rs. Ten Lacs only) vide Ch. No. 166470 dated 02-02-2021 drawn on Central Bank of India, Civil Lines Allahabad.
- D. The First Party/Landowner i.e. Shri Sunil Kumar Kohli received from Partner Rajesh Kumar Gupta Sum of Rs. Rs. 81,00,000.00 (Rs. Eighty-One Lacs only) vide Ch. No. 000235 dated 04-02-2021 drawn on HDFC bank Ltd, Civil Lines Allahabad.
- E. Third Part of The Second Party i.e. Shri Anil Kumar Kohli received from Partner Nupur Gupta sum of Rs. 81,00,000.00 (Rs. Eighty-One Lacs only) vide Ch. No. 000119 dated 04-02-2021 drawn on HDFC bank Ltd, Civil Lines Allahabad.
- F. Second Part of The Second Party namely Shri Ramesh Kumar Kohli received from Partner Yasharth Shukla sum of Rs. 60,00,000.00 (Rs. Sixty Lacs only) vide Ch. No. 000060 dated 04-02-2021 drawn on HDFC bank Ltd, Civil Lines Allahabad.

and the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party hereby acknowledges the receipt of the same; AND

18. That it is agreed that the First Party/Landowner and Third Part of The Second Party shall provide the vacant possession of the land for the license of the development of the land in question to the First part of the Second Party within 3 (Three) months of the demand notice being issued by the



(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr Kohli)

P.D.A., Prayagraj regarding sanctioning of the proposed construction map/plan in respect of the land in question; and First Part of The Second Party/Developer shall pay to the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party the remaining security amount of Rs. 3,00,00,000/- (Rupees Three Crores Only) out of the aforesaid Rs. 6,00,00,000/- (Rupees Six Crores Only), within 60 days of the First Party and Third Part of The Second Party provided the license of the development of the land in question to the Second Party or getting the RERA registration whichever is later; AND

19. That it is specifically and mutually agreed between the partners of the First Party, Sri Sunil Kumar Kohli and Sri Rakesh Kumar Kohli and the retired partner Third Part of The Second Party namely Shri Anil Kumar Kohli and their real brother Second Part of The Second Party namely Sri Ramesh Kohli (including their sons and other family members) that all the pending and undecided cases or disputes to the CHANDRA COLD STORAGE whose named changed DOABA SHEET GREH either related to or not related to the aforementioned land in this agreement in any Court of law shall be considered as settled and dismissed through this INDENTURE FOR AGREEMENT FOR DEVELOPMENT OF LAND; AND
20. That it is specifically agreed between the parties that the First part of the Second Party shall be solely responsible (including map sanction charges, etc.) for getting the construction map/plan in respect of the land in question approved from the P.D.A.; and It is clarified that the First part of the Second Party shall only liable to pay 20% the charges/fees payable to the P.D.A., Prayagraj (including any other government/semi-government/local bodies) towards the Purchasable F.A.R. and that the same shall be exclusively borne by the First Party (Landowner) 53% and Third Part of The Second Party 27% .AND
21. That it is also specifically agreed between the parties that the First part of the Second Party shall only liable to pay 20% of the Shelter charges/fees payable to the P.D.A., Prayagraj (including any other government/semi-government/local bodies) and that the same shall be exclusively borne by the First Party (Landowner) 53% and Third Part of The Second Party 27%, jointly; if opted AND
22. That it is specifically agreed between the First Party, the First part of the Second Party, Second Part of The Second Party and Third Part of The Second Party that the intent of this Indenture for Agreement for Development of Land is to develop the land in question to the maximum permissible extent in accordance with the sanctioned construction map/plan as approved by the P.D.A., Prayagraj



The block contains five blue ink fingerprints and handwritten signatures. From left to right: a signature 'Sri Sunil' above a fingerprint; a signature 'Rakesh Kohli' above a fingerprint; a signature 'Rajesh' above a fingerprint; a signature 'Ramesh' above a fingerprint; and a signature 'Anil Kohli' above a fingerprint.

(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr Kohli)

and thereafter allot the saleable constructed area to the First Party, the First part of the Second Party, Second Part of The Second Party and Third Part of The Second Party as per the agreed ratio mentioned in this agreement; AND

23. That it is specifically agreed that the First Party, the Third Part of The Second Party the First part of the Second Party as well as Second Part of The Second Party shall maintain their respective bank account(s) as well as their email address(s) and their address(s) stated in this Indenture for Agreement for Development of Land at least till the existence of this Indenture for Agreement for Development of Land and further even after cancellation of this Indenture for Agreement for Development of Land till such time so as to fulfil the terms and conditions of this Indenture for Agreement for Development of Land and in the event of any party changing their bank account(s) and/or email(s) and/or address(s) then the concerned party shall inform the other parties of the said change(s) within 3 (Three) days of the said change(s) through email; AND
24. That it is agreed between the First Party, Third Part of The Second Party, the First part of the Second Party, and Second Part of The Second Party, that the essence of this Indenture for Agreement for Development of Land are time and money and construction over the land in question by the First part of the Second Party to the best of its ability; AND
25. That the entire project shall be completed as far as possible within a period of 5 years from the date of release of sanctioned plan for construction of Residential Group Housing complex by P.D.A., Prayagraj or 5 years from the date of handing over land for development by the First Party and Third Part of The Second Party to First Part of The Second Party/Developer or obtaining of the RERA registration whichever is later; AND

However, if any period, during which First Part of The Second Party/Developer shall not be entitled/or unable to raise construction under any unforeseen circumstances like restrain order by court etc. shall not be taken in account for calculating the aforesaid period of 5 years, it is further agreed that in case First Part of The Second Party/Developer fails to complete the project for any reason within the aforesaid period of 5 years, then First Part of The Second Party/Developer shall be liable to pay to the First Party/Landowners, Third Part of The Second Party and Second Part of The Second Party damages @ Rs. 1,00,000/- (Rupees One Lacs only) per month for the period of delay as per their ratio. That, similarly, if the First Party and Third Part of The Second Party fail to license the development of the land in question within the agreed period of nine months from the date of issue of the demand note for the sanction of map, then in that case the First Party (Landowner), Third



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Part of The Second Party and Second Part of The Second Party shall pay an interest @ 15% per annum on the paid refundable security deposit amount i.e., Rs. 3,00,00,000.00 (Rs. Three Crores only) to First Part of The Second Party/Developer as damages up to the date of license the development of the land in question; AND

It is specifically agreed between the parties to this agreement, if due to delay in completion of this Residential Group Housing Project any liability arises on the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party shall be borne by the First Part of the Second Party/Developer alone.

26. That the open areas of the land in question after construction of building and the roof top of the Residential Group Housing Building shall be jointly owned by the First Party (Landowner), Third Part of The Second Party (Landowner), Second Part of The Second Party and First Part of The Second Party/Developer and the same shall always be used by them for more beneficial enjoyment of the entire complex in such manner as they may mutually agree; AND
27. That the passage, common area and common amenities on all the floors of the proposed residential complex shall always be available for use to the First Party (Landowner), Third Part of The Second Party, Second Part of The Second Party and First Part of The Second Party/Developer, their transferees, and assignees of the Residential Group Housing complex; AND
28. That First Part of The Second Party/Developer shall use 1st class material as per the specifications agreed between the parties of this Indenture for Agreement for Development of Land for construction of the Residential Group Housing complex and First Part of The Second Party/Developer shall be solely responsible for any deficiency found later on; AND
29. That First Part of The Second Party/Developer shall obtain completion certificate Tower/Block wise as per norms of the P.D.A., Prayagraj and the applicable Apartments Act, 2010 and RERA, 2016 and its rules; AND
30. That after the Residential Group Housing complex is complete and occupied by the First Party (Landowner), Third Part of The Second Party, Second Part of The Second Party and First Part of The Second Party/Developer or their assignees/agents/representatives/ licensees in whatsoever capacity, the cost of its maintenance (in all respects) including payment of Taxes to Municipal Corporation, Prayagraj or Prayagraj Jal Sansthan, Prayagraj will be shared by the First Party (Landowner), Third Part of The Second Party Second Part of The Second Party and First Part of



(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr Kohli)

The Second Party/Developer or their assignees/agents /representatives/licensees in whatsoever capacity, in proportion to the area in their possession; AND

31. That First Part of The Second Party/Developer, the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party and their successors, heirs, legal representatives, and assignees shall form a society comprising First Part of The Second Party/Developer, the First Party (Landowner), Third Part of The Second Party and Second Part of The Second Party and their heirs, legal representative and assignees and transferees/ or assignees of various units of the Residential Group Housing and the said society shall be responsible for maintenance (in all respect) including payment of Taxes to Municipal Corporation, Prayagraj Jal Sansthan, Prayagraj of the Residential Group Housing Complex; AND
32. That upon completion of the project in all respects, the First Party (Landowner), Third Part of The Second Party (Landowner) and Second Part of The Second Party shall be responsible for the liability of income tax Capital Gains, T.D.S., GST, or any other tax that may be imposed in future only in respect of their respective share. Similarly, First Part of The Second Party/Developer shall be responsible for the liability of income tax, capital Gains, T.D.S., GST, or any other tax that may be imposed in future only in respect of their respective share; AND
33. That it is further agreed between the parties that for more clarity and convenience in execution of this project, both the parties shall execute and sign further supplementary M.O.U./M.O.U.'s/documents/deeds etc. or as the need arises; AND
34. That after signing of this M.O.U, First Part of The Second Party/Developer shall be authorized to commence promotional activities such as fixing of Flex Board, Signage, Printing of Catalogue, Project Publicity, and other promotional activities at the site and any other place, First Part of The Second Party/Developer seems fit; AND
35. That in the event of any dispute(s) between the First Party and/or Third Part of The Second Party and/or Second Part of The Second Party and/or the First part of the Second Party arising out of this Indenture for Agreement for Development of Land or in connection thereof in respect of the land in question, the same shall exclusively be referred for Arbitration under Arbitration and conciliation Act of 1996 and the jurisdiction of the civil court(s) is specifically hereby barred and thereto the Arbitrator(s) shall be appointed in accordance with the terms and conditions of this Indenture for Agreement for Development of Land; AND In the event of any aforesaid dispute(s) between the First Party and/or Third Part of The Second Party and/or Second Part of The Second Party and/or the



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First part of the Second Party, as the case may be, the concerned party shall notify the other parties through email or any other means of communication to appoint an arbitrator within 60 days from the date of sending the email any other means of communication and shall itself to appoint an arbitrator within 60 days from the date of sending the email any other means of communication AND In the event the First Party and/or Third Part of The Second Party and/or Second Part of The Second Party and/or the First part of the Second Party do not appoint the arbitrator(s) as per the terms and conditions of this Indenture for Agreement for Development of Land, then the same shall be appointed by the Indian Council for Arbitration on the behalf of the concerned party; AND

In the event of the dispute being between only two parties and there being disagreement between the aforesaid two arbitrators appointed by or on behalf of those two parties, then the said two arbitrators shall appoint another arbitrator as an umpire arbitrator: AND

The aforesaid arbitrators shall decide the aforesaid dispute(s) within 3 (three) months of the date of their appointment. The decision of the aforesaid arbitrators shall be binding on the First Party, Third Part of The Second Party, the Second Part of the Second Party, and the First part of the Second Part; AND

36. That it is specifically clarified that in the event of this Indenture for Agreement for Development of Land being cancelled, revoked, becoming void-ab-initio, etc. in any manner whatsoever, the provision(s)/clause(s)/part(s) of clause(s) of this Indenture for Agreement for Development of Land in respect of cancellation, revocation, becoming void-ab-initio, etc. of this Indenture for Agreement for Development of Land shall remain valid and shall be binding on the First Party, Third Part of The Second Party, the First part of the Second Party and Second Part of The Second Party; AND
37. That the expressions First Party, Third Part of The Second Party, Second Part of The Party and First Part of The Second Party shall mean and include their legal heir(s), assign(s), representative(s), power of attorney holder(s), etc. and/or any and all person(s) claiming under or through them and this Indenture for Agreement for Development of Land shall be binding on the parties to this Indenture for Agreement for Development of Land and their legal heir(s), assign(s), representative(s), power of attorney holder(s), etc. and/or any and all person(s) claiming under or through them; AND
38. That all the terms and conditions of this Indenture for Agreement for Development of Land be read in a composite manner and if any provision(s)/clause(s)/part(s) of any clause(s) of this Indenture for Agreement for Development of Land shall be held to be void or unenforceable under the Law, such provision(s)/clause(s)/part(s) of any clause(s), shall be deemed to be amended or deleted to such
















(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr Kohli)

extent as may be necessary, so as to conform to the Law and the remaining provision(s)/clause(s)/part(s) of any clause(s) of this Indenture for Agreement for Development of Land shall remain valid and enforceable so as to serve the intent and essence and purpose of this Indenture for Agreement for Development of Land.

Whereas, this Indenture for Agreement for Development of Land has been executed and signed at Prayagraj by the First Party/Landowner, the Third part of the Second Party, the Second part of the Second Party and the First part of the Second Party without any fear or force or undue influence or pressure or coercion, willingly, on this 03rd day of June 2024 in presence of witnesses.

DETAILS OF THE PROPERTY TO BE DEVELOPED

The property to be developed freehold contiguous Lands comprising of Arazi Nos. 112 in Khata Khatauni No. 00013, 113 and 120 in Khata Khatauni No. 00015 and part portions of Arazi Nos. 115 in Khata Khatauni No. 00015 and 119 in Khata Khatauni No. 00014 total admeasuring 8000.00 Sq. meters, situated in Village – Chak Maidapatti, Pargana and Tehsil – Sadar, Prayagraj and which is part portion Municipal House No. 85A/108, Meerapatti, Prayagraj and marked red in the annexed map and bounded as per the following:

North: Part Portion of Arazi No. 114 which is part portion of Municipal No. 85A/108 Meerapatti Prayagraj.

South: Land of Moti Lal.

East: House of Wahid and Lands of Namida Bi.

West: Part Portions of Arazi No. 114, 115 and 119 previously owned by the First Party

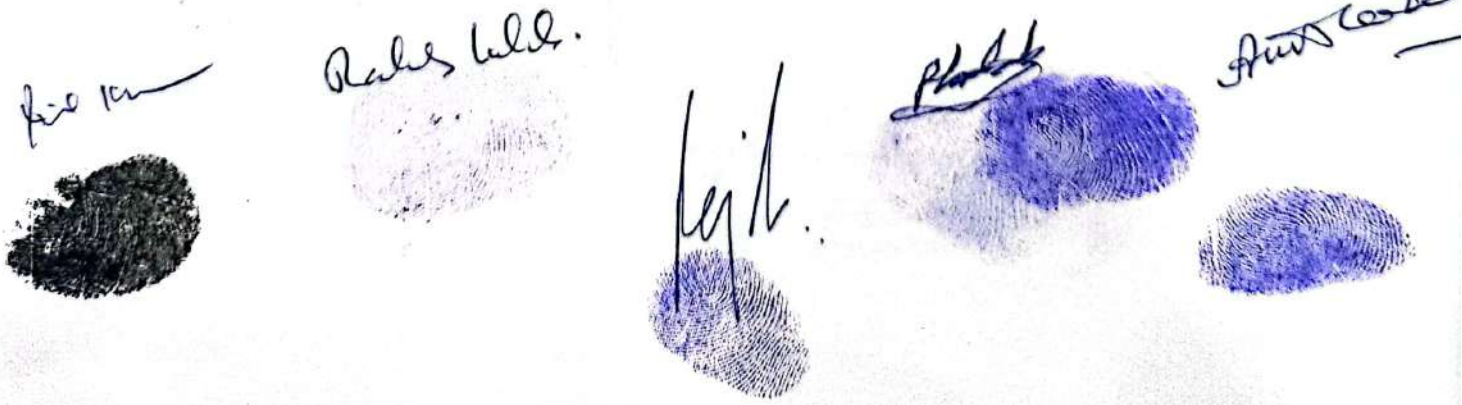
VALUATION OF PROPERTY FOR PAYMENT OF STAMP DUTY

Property is situated in Chak Maidapatti, Prayagraj in praroop 2 of the Circle Rate and it governed by V code No. 175 on page no. 23 according to collector's prescribed rate valuation as under: -

Area 8000 Sq. Meters X 10,000/- = 8,00,00,000/-.

The valuation of total land is Rs. 8,00,00,000/- and liability of Stamp is 56,00,000/-.

That the stamp duty has been paid Rs. 56,00,000/- vide E Stamp Certificate No IN-UP64991902385905W dated 29-05-2024.



(Sunil Kr. Kohli) (Rakesh Kr. Kohli) (Rajesh Kr. Gupta) (Ramesh Kr. Kohli) (Anil Kr Kohli)

DOABA SHET GREH

TO WHOM IT MAY CONCERN

TRUE COPY OF THE MINUTES OF MEETING OF THE PARTNERS, M/S DOABA SHEET GREH AT ITS REGD. OFFICE 85A/108, MEERAPATTI, PRAYAGRAJ- ON 13TH MAY 2024.

"It was unanimously held and decided that for the purpose of sign and execution of Indenture for Agreement for development of land with the developer/promoter "M/s, Saidham Kohli's Avenue" and for the purposes of signing all the acts, deeds, and things necessary for the execution and to sign all the necessary documents, related to the project "Sai Dham Kohli's Avenue" and also sign and execute all the Allotment Letters, Agreement to sell's, Sale deeds of all the Flat's sanctioned in the project being developed and promoted by the firm "M/s, Saidham Kohli's Avenue" with the firm "M/s Doaba Sheet Greh" (IF Required by the promoter/developer as term of Indenture Agreement of development of Land). The firm has authorized its partners SHRI SUNIL KUMAR KOHLI and SHRI RAKESH KUMAR KOHLI both sons of Late Tirath Ram Kohli and presently residing at 170, Jayantipur, Sulem Sarai, Prayagraj whose specimen signature are attested below to sign and execute jointly and present for registration before Sub- Registrar for registration of above documents and deeds.

For Doaba Sheet Greh

Partners

1. Sunil Kumar Kohli 

2. Rakesh Kumar Kohli 

3. Anita Kohli 

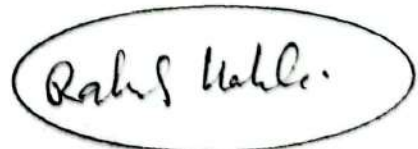
4. Tanuj Kohli 

Specimen Signature of



Sunil Kumar Kohli

Specimen Signature of



Rakesh Kumar Kohli

ADD: 85A/108 MEERAPATTI PRAYAGRAJ

MOB NO. 9415612594, 7753942575




Sunil Kumar Kohli
M/s Doaba Sheet Greh
First Party/Landowner





Ramesh Kumar Kohli
Second part of the Second Party




Rakesh Kumar Kohli
M/s Doaba Sheet Greh
First Party/Landowner




Anil Kumar Kohli
Third part of the Second party


Rajesh Kumar Gupta
M/s Saidham Kohli's Avenue
First part of the Second Party/Developer

Witnesses:

1. Shri Manas Kohli

S/o Shri Ramesh Kumar Kohli
R/o 170 Jayantipur, Sulem Sarai, Prayagraj
Occupation: Business
AADHAR No. 3577-1419-4067
Mob No. 9793151112







2. Shri Avinash Jaiswal

S/o Shri Prem Jaiswal
R/o 427 Old Katra Prayagraj
Occupation: Pvt Job
Voter ID No. YYU1404888
Mob No. 7617017556






Drafted by :  Danish Shakil, Advocate
Typed by :  Ritu Gupta

आवेदन सं०: 202400890011300

पृथी संख्या 1 जिल्द संख्या 12941 के पृष्ठ 399 से 470 तक क्रमांक 3945 पर दिनांक
07/06/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


चतुर्भुज कुमार पाण्डेय
उप निबंधक : सदर प्रथम
प्रयागराज
07/06/2024

