

भाग 1

399214

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर द्वितीय प्रयागराज क्रम संख्या 2024019008215

आवेदन संख्या : 202400890010321

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-05-27 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम राकेश कुमार कोहली

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 0 / 15904330.00

1. रजिस्ट्रीकरण शुल्क 159100
2. प्रतिलिपिकरण शुल्क 120
3. निरीक्षण या तलाश शुल्क
4. मुख्तार के अधिप्रमाणी करण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 159220

शुल्क वसूल करने का दिनांक 2024-05-27 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र वापस करने के लिए तैयार होगा 2024-05-27 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

27/5

रूप निबंधक
प्रयागराज जिला



All Photos Attached
Rajesh Kumar Gupta

INDENTURE FOR AGREEMENT FOR DEVELOPMENT OF LAND

This Indenture for Agreement for Development of Land made on this 22th Day of May 2024, between: -


M/s DOABA SHEET GREH (a registered partnership firm 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 partners namely, **Shri Rakesh Kumar Kohli aka Rakesh Kohli** (AADHAR No. 7772-1408-5249, Income Tax PAN No. ADKPK2745B, Mob No. 7753942575 and Occupation - Business) and **Shri Sunil Kumar Kohli aka Sunil Kohli** (AADHAR No. 2486-1184-4514, Income Tax PAN No. ADK9K2746C, Mob No. 9415612594 and Occupation - Business) both sons Late Tirath Ram Kohli, both presently residing at 170, Jayantipur, Sulem Sarai, Prayagraj duly authorized by all partners of the firm vide authorization letter dated 13-05-2024 (Annexure -II). (**The First Party/Landowner**).

(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**).

AND


Sunil Kumar Kohli




Rakesh Kumar Kohli




Rajesh Kumar Gupta





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 partner, **Shri Rajesh Kumar Gupta (AADHAR No. 4643-4162-7587, PAN No. CWXPG4727P, MOB No. 9415218553)** S/o Shri R. P. Gupta, R/o 21/19, Mayo Road (Shiv Ram Das Gulati Marg), Prayagraj-211001 having email: saidhamrajesh@gmail.com of the second part, hereinafter shall mean and include its executor(s), nominee(s), legal representative(s) and permitted assign(s) called **The Second Party/Developer**.

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 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


Sunil Kumar Kohli




Rakesh Kumar Kohli




Rajesh Kumar Gupta



आवेदन सं०: 202400890010321

विक्रय अनुबंध विलेख (विल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 3992

वर्ष: 2024

प्रतिफल- 0 स्टाम्प शुल्क- 1113500 बाजारी मूल्य - 15904330 पंजीकरण शुल्क - 159100 प्रतिलिपिकरण शुल्क - 120 योग : 159220

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

Rakesh Kohli



श्री, मेसर्स द्वाबा शीत गृह द्वारा

राकेश कुमार कोहली अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
27/05/2024 एवं 01:30:31 PM बजे
निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कुलदीप कुमार सिंह

उप निबंधक : सदर द्वितीय

प्रयागराज

27/05/2024

हसनैन अहमद नि०लि०

निबंधक लिपिक

27/05/2024

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.

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


Sunil Kumar Kohli




Rakesh Kumar Kohli




Rajesh Kumar Gupta



बही सं०: 1

रजिस्ट्रेशन सं०: 3992

वर्ष: 2024

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

विक्रेता: 1

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

निवासी: 170, जयंतिपुर, सुलेम सराय, प्रयागराज

व्यवसाय: व्यापार

विक्रेता: 2

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

निवासी: 170, जयंतिपुर, सुलेम सराय, प्रयागराज

व्यवसाय: व्यापार

विक्रेता: 1

श्री मेसर्स साईं धाम कोहली एवेन्यू के द्वारा राजेश कुमार गुप्ता, पुत्र श्री
आर पी गुप्ता

निवासी: 21/19, म्यो रोड, शिव राम बास गुलाटी मार्ग, प्रयागराज

व्यवसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री अनिल कुमार कोहली, पुत्र श्री स्व० तीरथ राम कोहली

निवासी: 1B, शम्भू बेरक, प्रयागराज

व्यवसाय: व्यापार

पहचानकर्ता: 2

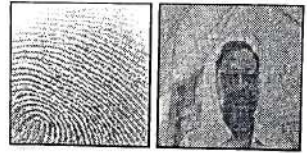
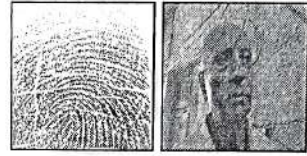
श्री अविनाश जायसवाल, पुत्र श्री प्रेम जायसवाल

निवासी: 427, पुराना कटरा, प्रयागराज

व्यवसाय: नौकरी

ने की। प्रत्यक्षतः मंद कोषियों के निशान अंगूठे निबन्धानुसार लिए गए हैं।

टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कुलदीप कुमार सिंह
उप निबंधक: सदर द्वितीयप्रयागराज
27/05/2024हसनैन अहमद नि०लि०
निबंधक लिपिक प्रयागराज
27/05/2024

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 from 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.



Sunil Kumar Kohli



Rakesh Kumar Kohli



Rajesh Kumar Gupta



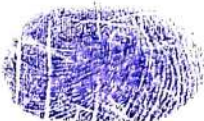
Whereas Sri
representatives of
Sri ho



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 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".



Sunil Kumar Kohli



Rakeshi Kumar Kohli



Rajesh Kumar Gupta

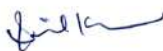


Whereas
from time-to-time
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1951



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 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



Sunil Kumar Kohli



Rakesh Kumar Kohli



Rajesh Kumar Gupta



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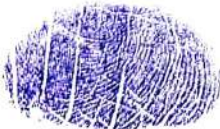


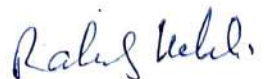
agreed to admit Smt. Champa Devi w/o deceased Shri Jeet Lal as partner in the firm with effect from 15/05/1988 vide registered deed of agreement, became the continuing partners of the Chandra Cold Storage. Whereas on 16.11.1998 Shri Chiraunji Lal, Smt. Bittan Devi and Smt. Champa Devi voluntarily retired 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 Deed dated 01.04.1999 registered Book No. IV, Volume No. 141 on pages 115 to 124 at Serial No. 516 dated 19.08.1999, 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;

Whereas between the years 2000-2003 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 accordingly to the First Party/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.


Sunil Kumar Kohli




Rakesh Kumar Kohli




Rajesh Kumar Gupta



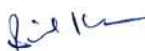
00015 and 119 in Khatia K
in Village - Ch
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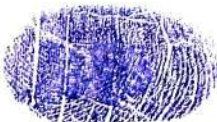
00015 and 119 in Khata Khatauni No. 00014 total admeasuring 8338.39 Sq. meters, situated in Village – Chak Maidapatti, Pargana and Tehsil – Sadar, Prayagraj and having Municipal House No. 85A/108, Meerapatti, Prayagraj and bounded by (North: 45-Meter-Wide GT Road. South: Land of Moti Lal. East: House of Waheed and Lands of Namida Bi. West: Part Portions of Arazi No. 114, 115 and 119) out of which the First Party/M/s DOABA SHEET GREH wants to develop the part portion of Arazi No. 114 admeasuring 338.39 Sq. Meters bounded Red in Annexed Map marked in red colour in the annexed map (hereinafter referred to as “land in question”) 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 from it and to achieve some profit and make some business the partners of the firm M/s Doaba Sheet Greh, wished to develop the aforesaid lands in question and accordingly knowing the idea of the Firm, the Second Party had approached all the partners of the Firm and offered its proposal to develop the aforesaid part of 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 and 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 Second Party shall develop the land in question at the cost of the Second Party (unless otherwise stated) into a Residential scheme and shall share the saleable areas thereafter.

WHEREAS in furtherance of the execution of this Indenture for Agreement for Development of Land reached between the parties, the First Party have agreed to Grant the 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



Sunil Kumar Kohli



Rakesh Kumar Kohli



Rajesh Kumar Gupta



stated that the legal title of
First party till
certific



stated that the legal title, domain and control of the property continues to be vested with the First party till the completion of the project and obtaining the completion/occupancy certificate. 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. That the First Party specifically states that the First Party is the owner in possession of the land in question and is in process of development of the land in question;
AND
2. That the First Party, hereby indemnifies the 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 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,; AND
3. That the Second Party/Developer shall submit the map 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 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. on account of purchasable/compensatory F.A.R. and all other charges will be borne by the second party/Developer;
4. That the First Party shall license the development of land in vacant possession to the Second Party/Developer only for the purposes of construction at the cost and expenditure 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


Sunil Kumar Kohli




Rakesh Kumar Kohli




Rajesh Kumar Gupta



nine months from the
understood



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 to 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 the Second Party/Developer; AND

5. That upon completion of the project i.e., completion of entire construction and issuance of the Completion/Occupancy Certificate, 50.00% of the total saleable area along with the prorata Land shall be solely owned and possessed by the First Party, and the remaining 50.00% of the saleable area along with the prorata Land of on each floor in each block shall be owned by the Second Party/Developer. All the constructed and saleable areas on each floor shall be shared in 50%: 50.00% ratio between the First Party (Landowner) and the Second Party/Developer. The First Party (Landowner), and the Second Party/Developer shall have roof rights in the aforesaid proportion of 50% & 50.00% respectively; AND
6. That the entire 50% saleable area owned by the First Party (Landowner) as mentioned herein before shall absolutely vest in the First Party (Landowner), and they 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 the Second Party/Developer or its successors or assignees or nominees if required at any time; AND
7. That the entire 50.00% saleable area owned by the Second Party/Developer as mentioned herein before shall absolutely vest in the Second Party/Developer and 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 (Landowner), or their heirs, legal representatives, executors or assignees or nominees. But the Second Party/Developers are permitted to book independent residential dwelling units and accept advance only for their share after signing of this Indenture for Agreement for



Sunil Kumar Kohli





Rakesh Kumar Kohli




Rajesh Kumar Gupta





Development of Land and clear demarcate their units in the approved plan for which the PDA has sanctioned if required at any time; AND

8. Marketing/Selling of areas:

In order the Second Part / Developer wishes to sell his proportionate share of the saleable area along with the First Party (Landowner), the Second Part / 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 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).
 - (e) 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), or their heirs, legal representatives, executors or assignees or nominees and all the parties to this agreement authorize for the same.
 - (f) 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 Project and to receive consideration amount in its own name. If required, the First Party (Landowner) shall also sign such agreements to sell and sale deed/deeds of the areas sold.
9. The First Party shall in case of need 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 Second Party/Developer at the cost and expense of the said intending purchaser(s) and shall give the said Intending


Sunil Kumar Kohli




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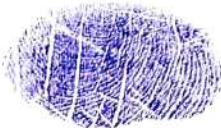
Purchaser(s)
the



Purchaser(s) title and interest as may be permissible by present or future laws on the terms and conditions of this Agreement.

10. That in the event the First Party (Landowner), wishes to sell their share of the retained saleable areas, 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 the Second Party/Developer does not wish to exercise the pre-emptive right, then the First Party (Landowner) can sell the same to any other party with the prior approval of the Second Party/Developer.
11. During the period of development, the Second Party/Developer as well as the First Party (Landowner) 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 the Second Party/Developers as authorized signatories of the First Party (Landowner). A Copy of such executed deeds, MOU and LOI, shall be provided to the First Party (Landowner). It is, however agreed in the event of default on the part of the Second Party/Developer in performance of its obligations the prospective Purchasers/lessees terminate their Agreement, the Second party/Developer shall be responsible for claims preferred by such allottees or the lessees.
12. All necessary documents/agreements, conveyance deeds for bookings/sales of Project areas shall be prepared by the Second Party/Developer to maintain uniformity of the terms.
13. 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 the Second Party/Developer and the First Party (Landowner) and they shall be entitled to the proceeds or collections thereof.
14. That the First Party (Landowner) and the Second Party/Developer shall also own respectively in proportion of 50%:50% saleable area on all the floors. The First


Sunil Kumar Kohli




Rakesh Kumar Kohli




Rajesh Kumar Gupta




Party (Landowner) and the
or sell their respective shares
15. That it is agreed
the



Party (Landowner) and the Second Party/Developer shall be entitled to either retain or sell their respective shares at their own discretion; AND

15. That it is agreed that the First Party shall provide the license of the development of the land in question to the Second Party within 9 (Nine) months of the demand notice being issued by the P.D.A., Prayagraj regarding sanctioning of the proposed construction map/plan in respect of the land in question; and
16. That it is specifically and mutually agreed between the all partners of the First Party, 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
17. That it is specifically agreed between the parties that the Second Party / Developer 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 Second Party shall not be liable to pay 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, AND
18. That it is specifically agreed that the First 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



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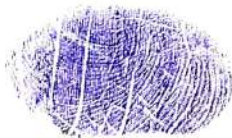




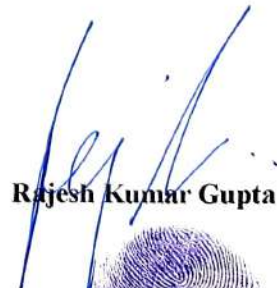
19. That it is agreed between the First Party, that the essence of this Indenture for Agreement for Development of Land are time and money and construction over the land in question by the Second Party to the best of its ability; AND
20. That the entire project shall be completed as far as possible within a period of 5 years from the date of release of sanctioned plan for construction of Residential complex by P.D.A., Prayagraj or 5 years from the date of handing over the license for development by the First Party to The Second Party/Developer or obtaining of the RERA registration whichever is later; AND
21. 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) and The Second Party/Developer, their transferees, and assignees of the complex; AND
22. That the Second Party/Developer shall use 1st class material for construction of the Residential complex and The Second Party/Developer shall be solely responsible for any deficiency found later on; AND
23. That the Second Party/Developer shall obtain completion certificate as per norms of the P.D.A., Prayagraj and the applicable Apartments Act, 2010 and RERA, 2016; AND
24. That after the Residential complex is complete and occupied by the First Party (Landowner) and 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) and The Second Party/Developer or their assignees/agents /representatives/licensees in whatsoever capacity, in proportion to the area in their possession; ANDs
25. That upon completion of the project in all respects, the First Party (Landowner) shall be responsible for the liability of income tax Capital Gains, T.D.S., GST, or



Sunil Kumar Kohli



Rakesh Kumar Kohli



Rajesh Kumar Gupta





any other tax that may be imposed in future only in respect of their ratio i.e. 50%. Similarly, 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 50% share of their saleable areas respectively; AND

26. 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

27. That in the event of any dispute(s) between the First Party and/or 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 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 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 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


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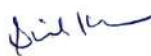

Rajesh Kumar Gupta





shall be binding on the First Party and the Second Party, AND

28. 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 and the Second Party; AND
29. That the expressions First Party and 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
30. 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 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.



Sunil Kumar Kohli



Rakesh Kumar Kohli



Rajesh Kumar Gupta





DETAILS OF THE PROPERTY TO BE DEVELOPED

The property is to be developed freehold contiguous Lands comprising part portion of Arazi No. 114 admeasuring 338.39 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:

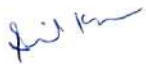
North : 45.00-Meter-Wide G.T. Road.
South : Part Portion Arazi No. 115
East : Arazi No. 113
West : Part Portions of Arazi No. 103 & 116

VALUATION OF PROPERTY FOR PAYMENT OF STAMP DUTY

Property is situated on 45.00-Meter-wide Grand Trunk Road named as From Chaufatka (High Court) to Naveen Krishi Mandi in Circle Rate and it governed by V code No. 147 (at serial No. 34 on page no. 37) according to collector's prescribed rate valuation as under: -
Area 338.39 Sq. Meters X 47,000/- = 1,59,04,330/-.

The valuation of total land is Rs. 1,59,04,330/- and liability of Stamp is 11,13,305/-.

That the stamp duty has been paid Rs. 11,13,500/- vide E Stamp Certificate No IN-UP58598096609850W dated 22-05-2024.



Sunil Kumar Kohli





Rakesh Kumar Kohli






Rajesh Kumar Gupta

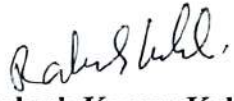


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IN WITNESS WHEREOF, this Indenture for Agreement for Development of Land has been executed and signed at Prayagraj by the First Party and Second Party without any fear or force or undue influence or pressure or coercion, willingly, on this 22th day of May 2024 in presence of witnesses.


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


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




Rajesh Kumar Gupta
M/s Saidham Kohli's Avenue
Second Party/Developer

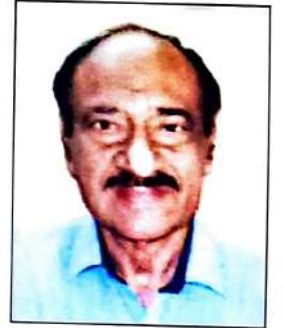


Witnesses:

1. Shri Anil Kumar Kohli

S/o Late Tirath Ram Kohli
R/o 1B Shambhu Bairiak Prayagraj
Occupation: Business
AADHAR No. 2486-1184-4514
Mob No. 8887587887





2. Shri Avinash Jasiwal

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 

Drafted on: 22th Day of May 2024



DOABA SHET GREH

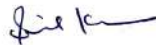
TO WHOM IT MAY CONCERN

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



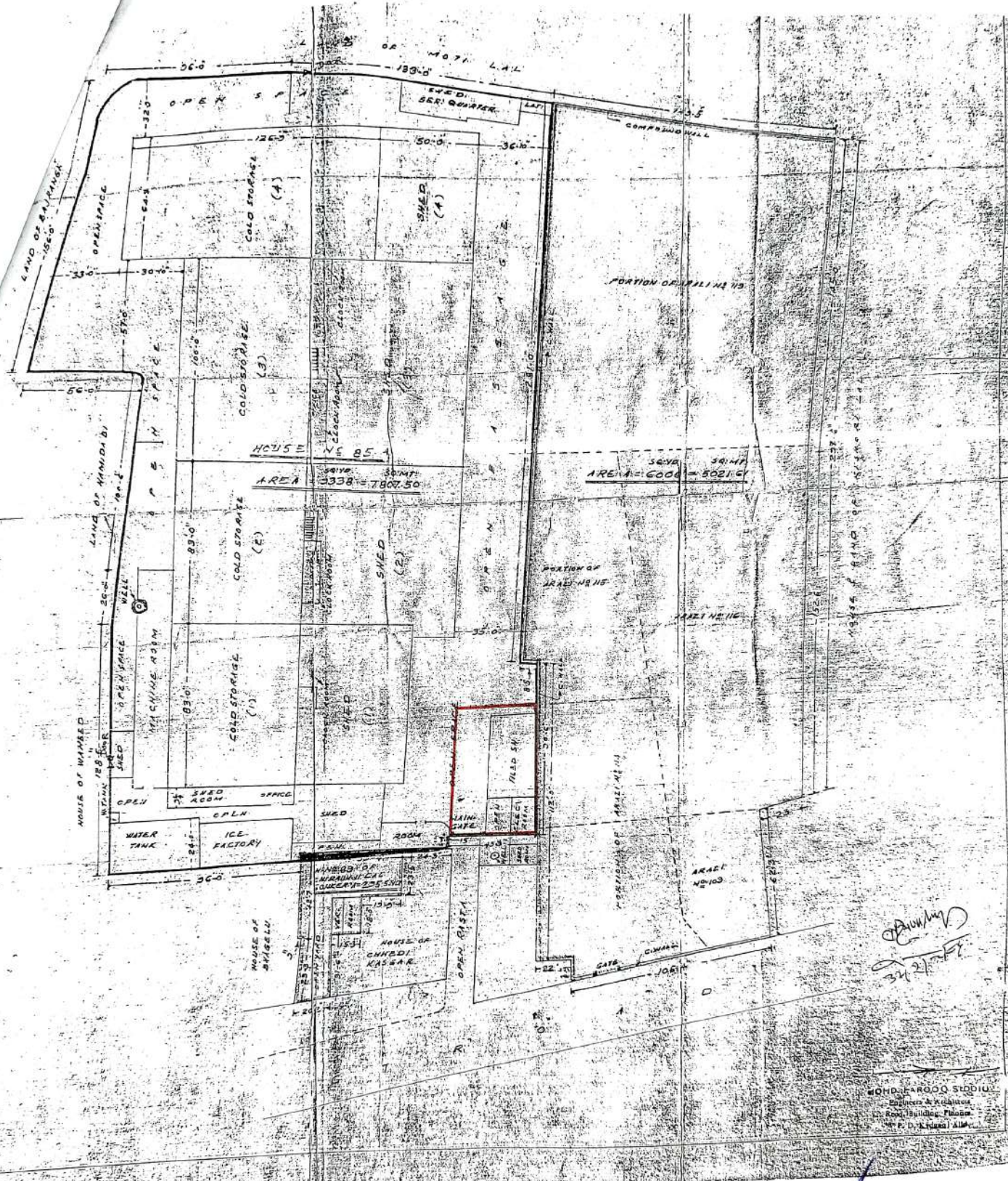
Rakesh Kumar Kohli

ADD: 85A/108 MEERAPATTI PRAYAGRAJ

MOB NO. 9415612594, 7753942575







Handwritten signature and date:
 3/4/21

OHIO FARROO STUDIO
 Engineers & Architects
 Road Builders - Planners
 P. O. Box 1000

Handwritten signature: Bahadur

Handwritten signature: S. K. K.

Handwritten signature: J. K.



आवेदन सं०: 202400890010321

बही संख्या 1 जिल्द संख्या 8213 के पृष्ठ 279 से 320 तक क्रमांक
3992 पर दिनांक 27/05/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

~~कुलदीप कुमार सिंह~~

उप निबंधक : सदर द्वितीय

प्रयागराज

27/05/2024

प्रिंट करें

