

4283/20

MKM

Acc Name: Atash Jaiswal Acc Code: UP141095.
 Acc Add: B M Z H R, Katra, Prayagraj
 Mobile: 9803704125
 Licence No: 855
 Tehsil & District: Sadar, Prayagraj



सत्यमेव जयते

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Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP09206025203398S
Certificate Issued Date	: 25-Sep-2020 06:46 PM
Account Reference	: NEWIMPACC (SV)/ up14109804/ ALLAHABAD/ UP-AHD
Unique Doc. Reference	: SUBIN-UPUP1410980412239663956312S
Purchased by	: MsSaiDham Landmark Thru HimanshuKumar and RK Gupta
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Freehold nazul plot no 40/2 civil station prayagraj more detail as per deed
Consideration Price (Rs.)	:
First Party	: Naveen Nitin and Neha Agarwal
Second Party	: MsSaiDham Landmark Thru HimanshuKumar and Rk Gupta
Stamp Duty Paid By	: MsSaiDham Landmark Thru HimanshuKumar and Rk Gupta
Stamp Duty Amount(Rs.)	: 11,38,000 (Eleven Lakh Thirty Eight Thousand only)

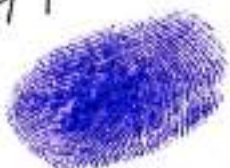


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Naveen Agarwal Nitin Agarwal Neha Agarwal



Sai Dham



RS 0002102154

Statutory Alert

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Joint Development Agreement

This Joint Development Agreement is executed at Prayagraj, on this **26th** day of September, 2020

BY AND BETWEEN

1. Shri Naveen Agarwal, (PAN- ABRPA6486C, AADHAR No. 3068 9284 8460, Mobile No. 9415235285 Occupation Chartered Accountant) residing at 14, Carriappa Road, New Cantt, Prayagraj- 211001.
2. Shri Nitin Agarwal, (PAN- ABZPA7616C, AADHAR No. 6654 0239 6002, Mobile No. 9415310665 Occupation Advocate), residing at 1-E, Auckland Road, Prayagraj- 211001.
(Both sons of Santosh Kumar Agarwal)
3. Miss Neha Agarwal, (PAN- AKCPA8042J, AADHAR No. 2009 6329 5628, Mobile No. 7007034697 Occupation Lawyer), residing at 1-E, Auckland Road, Prayagraj- 211 001
(Daughter of Santosh Kumar Agarwal)

(Hereinafter, collectively referred to as "**The Land Owners/Landowners**" which expression shall always mean and include their legal heirs, successors, legal representatives, executors and assignees of the one part).

AND

M/s Sai Dham Landmark, a partnership firm duly registered and existing under the provisions of the Indian Partnership Act, 1932, (the Copy of Partnership Deed is annexed in Annexure-2 A hereto) having its principal place of business at 12/16, Mayo Road, Prayagraj and its P.A.N.is ADIF55962J represented by one of the partners namely **Shri Himanshu Kumar** Aadhar No.7771 0180 9528, PAN- ABJPH5924J, Mobile No.-9415279618, Occupation - Business], Son of Shri G. P. Singh, Resident of Flat No. A-402, Mayan Enclave 49/13. Clive Road, Prayagraj, and authorized signatory **Shri Rajesh Kumar Gupta** Aadhar No.4643 4162 7587, PAN- CWXPG4727P, , Mobile No.- 9415818553, Occupation - Business, Son of Shri R.P. Gupta, Resident of 21/19, Mayo Road, Prayagraj -211001. Authorisation of the Developer is annexed in **Annexure 2 B** hereto.

(Hereinafter called the "**Developer**") which expression shall always mean and include its successors, legal representatives, executors, nominees and assignees in whatsoever form on the other part).

WHEREAS Nazul Site No. 40, Civil Station, Allahabad measuring 2 Acre 4594 Sq. Yards is Nazul land of which the State Government of Uttar Pradesh was the lessor and the said site was leased out in favour of Dr. Sameer Chandra Mookerjee, Shri Subhash Chandra Mookerjee, Shri Suhrid Chandra Mookerjee, Shri Subir Chandra Mookerjee and Shri Satyendra Chandra Mookerjee, all sons of late H.C. Mookerjee by a deed of lease deed dated 28/01/1989

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registered in Bahi No.1, Zild No. 3134, in pages 27 to 34 on in form of Original Document No. 6828 and Musana No. 6829 duly executed by the Sub-Registrar, Chail, Allahabad on 31/12/1990 and on behalf of the Governor, State of Uttar Pradesh for a period of 30 (Thirty) years with effect from 02/05/1961 to 01/05/1991.

AND WHEREAS the said lease hold rights expired on 01/05/1991.

AND WHEREAS, meanwhile Shri Subhash Chandra Mookerjee and Dr. Sameer Chandra Mookerjee, two of the Co-lessees died. The said lease holds right was renewed for a further period of 30 (Thirty) years on 31/12/1996 with effect from 02/05/1991, (and expiring on 1st May, 2021), which is registered at Bahi No.1, Zild No. 940 on pages 213/228 at serial No. 327 dated 01/02/1997 at Office of Sub-Registrar, Chail, and District- Allahabad, in respect of the aforesaid plot of total land area admeasuring 2 Acre and 4594 Sq. Yards in favour of the following persons-

1. Shri Suhrid Chandra Mookerjee
2. Shri Subir Chandra Mookerjee
3. Shri Satyendra Chandra Mookerjee
4. Smt. Manjula Mookerjee
5. Shri Sanjoy Mookerjee
6. Shri Sandip Mookerjee
7. Smt. Aroti Mookerjee
8. Smt. Dr. Madhumita Ganguli
9. Smt. Dr. Deepshikha Baneerjee
10. Dr. Sarvajit Mookerjee

AND WHEREAS the co-lessees entered into a Deed of family settlement in April 1997 and divided the site No. 40, Civil Station, Allahabad in 5 (five) portions. According to said partition, portion No.1 measuring 2393.17 Sq. Yards was given to Smt. Aroti Mookerjee, Dr. (Smt.) Madhumita Ganguli, Dr. Sarvajit Mookerjee and Dr. (Smt.) Deepshikha Baneerjee all legal heirs of Late Subhash Chandra Mookerjee, Portion No.2 measuring 1684.29 Sq. Yards came to the share of the Smt. Manjula Mookerjee, Shri Sanjoy Mookerjee and Shri Sandip Mookerjee, all legal heirs of Dr. Sameer Chandra Mookerjee and Portion No.3 with an area of 3519.17 Sq. Yards fell to the share of Shri Suhrid Chandra Mookerjee and Portion No.4 measuring 4949.14 Sq. Yards was allotted to Shri Subir Chandra Mookerjee and the remaining space, portion No.5 measuring 1728.23 Sq. Yards came to the share of Shri Satyendra Chandra Mookerjee.

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AND WHEREAS all the aforesaid co-lessees moved before the Nagar Nigam, Allahabad for allowing the co-lessees to divide and partition the said plots by metes and bounds and in turn the Mukhya Nagar Adhikari, Allahabad sought the approval of the Collector, Allahabad who in turn informed Mukhya Nagar Adhikari, Allahabad through his letter dated 08/08/1997, that the proposal for the division and partition of the said plot has been approved by him for and on behalf of State of Uttar Pradesh and whereas a copy of the said letter was also forwarded to the lessees through the letter No. 108(2)/Nazul/Si.La/1-8/1/97-98 dated 08/08/1997 and the premises now numbered as No. Nazul Site No.40/2 was allotted to the lessees namely Smt. Manjula Mookerjee, Shri Sanjoy Mookerjee and Shri Sandip Mookerjee for their share, measuring 1684.29 Sq. Yards.

AND WHEREAS the lessees Smt. Manjula Mookerjee, Shri Sanjoy Mookerjee and Shri Sandip Mookerjee became the lessee of lease hold right in the said site No. 40/2 aforesaid which was part of old site No.40, Civil Station, Allahabad.

AND WHEREAS previously late Dr. Sameer Chandra Mookerjee had entered into an agreement for sale on 20/10/1989 in respect of his portion of the land together with the constructions standing thereon in favour of M/s Nutan Sahakari Awas Samiti Ltd. for a total sale consideration of Rs. 11 Lakhs (Rupees Eleven Lakhs only) and was paid an advance of Rs. 1 Lakh (Rupees One Lakh only) to be adjusted in the full sale consideration.

AND WHEREAS meanwhile some developments took place and hence the aforesaid agreement for sale dated 20/10/1989 was required to be amended and accordingly late Dr. Sameer Chandra Mookerjee entered into another agreement dated 02/03/1991 in favour of M/s Nutan Sahakari Awas Samiti Ltd. whereby the aforesaid total sale consideration amount of Rs. 11 Lakhs was reduced/amended to the total sale consideration of Rs. 9.50 Lakhs (Rupees Nine Lakhs Fifty Thousand only) and late Dr. Sameer Chandra Mookerjee received another sum of Rs. 5 Lakhs (Rupees Five Lakhs only) as advance, thus totalling the advance amount to Rs. 6 Lakhs (Rupees Six Lakhs only) towards part of sale consideration.

WHEREAS the said agreement for sale was to be executed by late Dr. Sameer Chandra Mookerjee in favour of M/s Nutan Sahakari Awas Samiti Ltd. through its Secretary Shri R.P. Gupta son of late J.P. Gupta, resident of 38J, Strachey Road, Allahabad, having its Registration No. 1127 dated 11/03/1987 under U.P. Cooperative Societies Act, 1965.

AND WHEREAS late Dr. Sameer Chandra Mookerjee died intestate on 11/04/1994 leaving the lessees Smt. Manjula Mookerjee, Shri Sanjoy Mookerjee and Shri Sandip Mookerjee as his legal heirs who became the absolute owners of his Estate under the Hindu Succession Act, 1956.

AND WHEREAS the property aforesaid stood within the Municipal limits of Nagar Nigam, Allahabad and as such some proceedings were taken under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 and ultimately through the judgment dated 11/02/1994 in Ceiling Appeal No.9 and 10 of 1992 (Subhash Chandra Mookerjee and 4 others Vs. State of

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U.P.), the Learned District Judge, Allahabad held that there is no excess land with the appellants and as such the said land is outside the purview of the said Act.

AND WHEREAS M/s NutanSahakariAwas Samiti Ltd. as per a further agreement for sale, entered into between the lessees and self, had nominated Santosh Kumar Agarwal, who was the member of the said society, for getting the sale deed executed directly in favour of Santosh Kumar Agarwal and as such a fresh agreement for sale without possession was executed by the sellers first party in favour of the Santosh Kumar Agarwal, in which M/s NutanSahakariAwasSamiti Ltd. was also the confirming party. The said agreement was registered on 25/07/1998 Bahi No.1 Zild No. 1321 at page No. 239/266 at Serial No. 2619 for a total sale consideration of Rs. 11,50,000/- (Rupees Eleven Lakhs Fifty Thousand only).

WHEREAS pursuant to the registered agreement dated 25/07/1998, the total sale consideration of Rs. 11,50,000/- was paid by Santosh Kumar Agarwal out of his own funds.

AND WHEEREAS Santosh Kumar Agarwal requested Shri Sanjoy Mookerjee, Smt. Manjula Mookerjee and Shri Sandip Mookerjee to execute the sale deed in favour of him along with his son Nitin Agarwal. Shri Sanjoy Mookerjee, Smt. Manjula Mookerjee and Shri Sandip Mookerjee accepted the request and executed the sale deed on 13/03/2008 in favour of Santosh Kumar Agarwal and Nitin Agarwal which is registered in Bahi No.1, Zild No.5921, in pages 95 to 274 at Serial No. 1015 dated 13/03/2008. Thus, Santosh Kumar Agarwal along with his son Nitin Agarwal became the absolute owner of the area of the property which is 1684.29 sq yard (1408.23 sq meter) including the residential construction of 425.27 sq. meter standing thereon of site No.40/2, Civil Station, Allahabad- 211 001.

AND WHEREAS Santosh Kumar Agarwal and Shri Nitin Agarwal applied for freehold of Nazul Site No. 40/2, Civil Station, Allahabad admeasuring 1408.23 Sq. Mtrs. and Santosh Kumar Agarwal deposited Rs. 21,29,950/- (Rupees Twenty One Lakhs Twenty Nine Thousand Nine Hundred Fifty only) out of his own funds vide Treasury Challan No. 495 dated 28/06/2010 through its freehold application No. 3687 dated 29/06/2010.

AND WHEREAS Santosh Kumar Agarwal died on 18/11/2012 and the said property was inherited by his two sons namely Shri Naveen Agarwal and Shri Nitin Agarwal and one daughter Miss Neha Agarwal which is also verified by Tehsildar Sadar and a family membership registration certificate having its registration number 45313900254 dated 05/06/2013 was issued and accordingly Shri Naveen Agarwal, Shri Nitin Agarwal and Miss Neha Agarwal became joint-owners of the property which is 1684.29 sq. yard (1408.23 sq. meter) including the residential construction of 425.27 sq. meter standing thereon ("said property"). Further, in accordance with the Oral Family Arrangement/Settlement between Shri Naveen Agarwal, Shri Nitin Agarwal and Miss Neha Agarwal, the said property came to be owned/held by them in the following undivided ratio:-

1. Shri Naveen Agarwal: 25 %;

2. Shri Nitin Agarwal: 50 %;

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3. Ms. Neha Agarwal: 25 %.

AND WHEREAS the partners of the above named Developer firm are, inter alia, engaged in undertaking real estate development business comprising of residential and commercial projects.

AND WHEREAS the above named Developer through its authorized signatory, Sri Rajesh Kumar Gupta approached the Land Owners with the idea of construction of the Multi Storied Hotel Complex on the said property and offered its assistance in getting the lease hold rights on the said property converted into freehold and thereafter agreed to get the building plan for construction of 8 (eight)-storied multi storied Hotel complex (including commercial spaces) to be prepared as per the applicable laws and thereafter to get it approved by Prayagraj Development Authority, Prayagraj at its own persuasion, cost and expenses in respect of the said property being Nazul Site No. 40/2, Civil Station, Area 1408.23 Sq. Mtrs.

AND WHEREAS the land owners placing reliance on the representations and warranties, indemnities and covenants provided by the Developer under this Agreement, agreed and accepted the proposal of the Developer and accordingly the Developer had pursued the pending freehold application with the District Magistrate, Prayagraj (formerly Allahabad) for necessary disposal and the District Magistrate, Prayagraj issued the Freehold Demand Note No. **50/Nazul-SNC-3687/2010/Freehold-2017-18 dated 05/10/2017** for a sum of Rs. 2,27,29,154/- (Rupees Two Crores Twenty Seven Lakhs Twenty Nine Thousand One Hundred Fifty Four only) and the same was deposited by Treasury Challan No. A-110001 dated 09/10/2017 by the Developer and the Developer further paid Rs. 17,40,200/- (Rupees Seventeen Lakhs Forty Thousand Two Hundred only) towards Stamp Duty of the Free Hold deed and Rs. 20,200/- (Rupees Twenty Thousand Two Hundred only) towards registration charges and Rs. 8,000/- (Eight Thousand only) was spent towards advocate fee by the Developer total aggregating to Rs. 2,44,97,554/- (Rupees Two Crores Forty Four Lakhs Ninety Seven Thousand Five Hundred Fifty Four only) and accordingly Free Hold Deed was executed for 1293.34 Sq. Mtrs., out of applied area of 1408.23 Sq. Mtrs. after deducting 114.89 Sq. Mtrs. towards road widening of Plot no. 40/2, Civil Station, Prayagraj, which is registered in Bahi No.1, Zild - 9838 on pages 97 to 120 at Sl. No. 62 dated 04/01/2018.

AND WHEREAS the Developer had also applied with Prayagraj Development Authority, Prayagraj for the approval of maps for the proposed construction on the said property and the Prayagraj Development Authority, Prayagraj after the deposit of the demand note No. **104/Pra0/Aa0/(Ta0Sa0-2)/Zone-1/Prasta0/2018-19 dated 08-10-2018** of Rs. 30,75,333/- (Rupees Thirty Lakhs Seventy Five Thousand Three Hundred Thirty Three only) vide Cheque No. 000091 dated 29-09-2018 from Kotak Mahindra Bank and acknowledged by ADA vide receipt No. 9970/10 book no. 10335 dated 15-10-2018 and completing other required and necessary formalities. ADA now Prayagraj Development Authority had sanctioned and released the maps for the proposed construction for the multi storied Hotel complex on the said property vide Building permit No. **104/Pra.Aa(Ta.Sa.-2)/Zone-1/Prast./2017-18 dated 28-03-2019**.

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AND WHEREAS in furtherance of the agreement reached between the parties, the Land Owners had agreed to grant, transfer, convey and assign to the Developer, Development Rights (as hereinafter defined) over the Project Site (as hereinafter defined) with other rights, easements and privileges appurtenant over the Project Site, in such manner and on such terms and conditions as contained hereinafter and the Developer had agreed to Develop the Project Site, as per the terms and conditions set out herein and now this formal Joint Developers Agreement is being executed between the parties.

NOW THEREFORE THE LAND OWNERS AND THE DEVELOPER COVENANT AS UNDER:

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-law, enactment, regulation, ordinance, policy, rule, notification, circulars, 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 (as defined below) having jurisdiction over the matter in question including but not limited to Real Estate (Regulation and Abolition) Act, 2016 and the notifications/circulars, rules and regulations framed there under ("RERA").

(1.1.b) **"Agreement/Joint Development Agreement"** 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 by all the parties, 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/ies, 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 and the completion of the development and construction on the Project Site including without limitation environmental clearances, temporary and permanent power connection, fire approvals, completion/occupancy certificates and all other approvals and/or permissions from any other statutory or governmental authority whether local, state or central,) required for purposes of commencing and completing construction and development activity, solely at the cost of the Developer or as otherwise specifically stated under this Agreement;

(1.1.d) **"Authority(ies)"** shall mean any concerned authority that may/shall grant Approvals in connection with the said property/Project Site, Development, Project (defined hereunder) and/or any matter envisaged herein including Town And Country

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Planning, Prayagraj Development Authority, 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, 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 second basement level;

(1.1.f) **"Common Areas"** shall mean the common areas of the said property, as highlighted with colour brown, in the Demarcated Sanctioned Plan, annexed at **Annexure 3A**.

(1.1.g) **"Consideration"** shall mean the consideration payable to the Land Owners pursuant to this Agreement being the Land Owners' BUA under the Area Sharing Arrangement as detailed under (i) Clause 18 (a)(B)(a.1.a.i) and Clause 18 (a)(B)(a.1.a.ii) (more particularly marked in Demarcated Sanctioned Plan in Annexure 3A) & (ii) Clause 18 (b) (more particularly marked in the Proposed Plan for the 6th Floor in Annexure 3B). It is expressly agreed and provided that in respect of Land Owners- Naveen Agarwal and Neha Agarwal, the consideration shall also include the payment made by the Developer, at the time of execution of this Agreement, as detailed under Clause 18 (a)(A).

(1.1.h) **"Demarcated Sanctioned Plan"** shall mean the plan (based on the Sanction Plan) set out in **Annexure 3A**, indicating the Land Owners' BUA, Developer's BUA and the Common Areas. It is hereby expressly clarified that Land Owners' BUA and Developer's BUA for the 6th floor has been set out in the Proposed Plan for 6th Floor (as defined below), set out in **Annexure 3B** and not in the Demarcated Sanctioned Plan.

(1.1.i) **"Development"** shall mean and include:

(1.1.i.i) the transformation and/or change caused to take place in the Project, the Project Site 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 Site for construction of the Project on the Project Site;

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- (1.1.i.ii) making of any material change in the use or appearance of the Project Site;
- (1.1.i.iii) to carry out any infrastructure work on the Project Site relating to the said construction;
- (1.1.i.iv) to provide any amenities, facilities to make the condition of the Project Site habitable;
- (1.1.i.v) carrying out the aforesaid activities and other construction activities strictly in accordance with the Sanctioned Plan and if any major changes are required to be made, then they shall be done by the Developer with the mutual written consent of the Land Owner solely.

(1.1.j) **"Development Rights"** shall refer to the planning, designing, development, construction, marketing, sales and transfer of development rights of the Project on the Project Site 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.j.i) enter upon, deal and take possession of the Project Site or any part thereof and to develop, construct and to remain in possession, 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 Site or any part thereof;
- (1.1.j.ii) 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.j.iii) to carry out all the infrastructure and related work/ constructions for the Project, including leveling, 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 Site as may be required by any Approvals, layout plan, or order of any Authority;
- (1.1.j.iv) to launch the Project;
- (1.1.j.v) to carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (1.1.j.vi) manage the Project Site and the super built up area/units and facilities / Common Areas constructed upon the Project Site and / or to transfer / assign such right of maintenance of the Project to any third party till the Project Completion Date with the prior written consent of the Land Owners;

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(1.1.j.vii) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Laws;

(1.1.j.viii) obtain completion / occupation certificate, and all necessary Approvals and permissions in respect of the Project or any part thereof as may be required under Applicable Laws; and

(1.1.j.ix) generally do any and all other acts, deeds and things that may be required for the exercise of the Development Rights.

(1.1.k) **"Developer's BUA"** shall mean the Developer's BUA as set out in clause 18(a) (B) (a.1.a.iii) and clause 18 (b) hereunder and marked in **Annexure 3A & Annexure 3B**, respectively;

(1.1.l) **"FAR"** means Floor Area Ratio and / or any other development potential as applicable to the Project Site as per the applicable development control rules and regulations and shall include purchasable FAR;

(1.1.m) **"Land Owners' BUA"** shall mean the Land Owner's BUA as set out in clauses 18(a) (B) (a.1.a (i)) and 18 (a) (B) (a.1.a (ii)) and Clause 18 (b) hereunder and marked in **Annexure 3A & Annexure 3B**, respectively;

(1.1.n) **"Name of the Project"** The project shall be known by the name of **"Sai Dham Landmark"**.

(1.1.o) **"Designated Account"** shall mean the bank account, the details of which are provided in Clause 21, opened for the Project and operated by the Developer in terms of this Agreement in which all proceeds and revenues of the Project shall be received and deposited and payment shall be made there from as per RERA.

(1.1.p) **"Project Completion Date/Project Completion"** means the issuance/deemed issuance of the last of occupancy certificate/completion certificate for the Project under Applicable Laws (including RERA);

(1.1.q) **"Project/Multi Storied Hotel Complex"** shall mean and refer to the development and construction of the 8 (Eight) storied building comprising Second Basement for parking, First Basement Floor Plan, Ground Floor Plan, First Floor Plan Commercial, Second Floor and Third Floor Plan for Service Apartments, Fourth and Fifth Floor for Hotel and further Sixth Floor (if it can be approved by the Authority by way of compounding or by way of purchasable of FAR) for Hotel, 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.r) **"Project Costs"** shall mean and include all costs, charges and expenses attributable to the execution, construction, design, infrastructure, development and marketing and sales of the Project including the cost incurred by the Developer for

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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 Time is the essence of this Agreement;

1.a.5 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 Land Owners hereby declare that the Project Site is collectively owned and possessed by the Land Owners in their respective shares and is free from all charges, liens, and encumbrances.

3. It is hereby agreed that all of the Project Cost shall be entirely borne by the Developer alone and it is hereby expressly clarified that the total expenses incurred by the Developer for getting the freehold rights in respect of the Project Site is Rs. 2,44,97,554/- (Rupees Two Crores Forty Four Lakhs Ninety Seven Thousand Five Hundred Fifty Four only) which also forms part of the Project Cost.

4. **Grant of the Development Rights:**

a. The Land Owners hereby collectively grant, transfer, convey and assign to the Developer, and the Developer hereby acquires from the Land Owners, the exclusive Development Rights over the Project Site for Development of the Project along with such other ancillary and incidental rights, benefits, interests, easements, privileges and appurtenant thereto, free from any encumbrances, to develop, construct, launch, market, sell and collect/realize revenue from the Project, as per the terms of this Agreement. The Parties agree that hereafter the Development Rights shall vest in the Developer, as per the terms of this

Naveen Agarwal *Nitin Agarwal* *Nitesh Agarwal*

Agreement.

- b. The Developer shall, at its own costs and expenses, carry out the development, construction, marketing and sale of the Project as per the terms of this Agreement. The entire cost of obtaining the Approval(s), the development and construction of the Project, including payments for temporary connection of water and electricity (including for consumption thereof), fire safety equipment and other payments payable to engineers, contractors, staff and workmen shall be borne and paid by the Developer alone. All finances required for the execution and completion of the Project shall be the sole responsibility of the Developer.
5. That previously the Developer had submitted to the Prayagraj Development Authority the proposed plan for the Project. The Developer hereby confirms that the plan in respect of the Multi Storied Hotel Complex was prepared by the Developer as per all Applicable Laws, rules and regulations and the same was sanctioned by the Prayagraj Development Authority vide Building permit No.104/Pra.Aa(Ta.Sa.-2)/Zone-1/Prast./201-18 dated 28-03-2019 ("**Sanctioned Plan**") attached as **Annexure 3**.
6. That the Developer shall develop and construct the aforementioned Multi Storied Hotel Complex comprising 8 (eight) stories strictly as per the Sanctioned Plan at its own costs and investment. It is made clear that the Land Owners shall at no point of time be required to make any investments or incur any costs in respect of the planning or construction or development of the Multi Storied Complex or obtaining any kind of approval or permission in respect thereof and all the liabilities in respect of the Multi Storied Complex shall be exclusively of the Developer; excepting the compounding charges of the sixth floor which shall be governed by Clauses 15 & 16 of this Agreement.
7. Subject to the provisions of Clause 15 and 16, it has been agreed that payment towards the permissible additional/purchasable F.A.R./Compounding Charges, shall be made solely by the Developer, however, the developed area against such additional/purchasable F.A.R. shall be equally shared and owned by the Land Owners and the Developer in the ratio agreed in this Agreement and particularly mentioned in Clause 18 (a) (B) (b).
8. That the Land Owners shall assist the Developer and sign all the necessary papers for obtaining various NOCs and clearances required for construction of Multi-Storied Hotel Complex, as may be required on account of being the Land Owners. However, the expenses in obtaining NOC(s) or permission(s) shall be borne exclusively by the Developer.
9. The Developer shall also be responsible for the overall development of the Project, including obtaining all Approvals, mandatory licenses, sanctions from the concerned Authorities, submission of building plans thereof, financing, finalizing the designs,

Naveen Agarwal *Nitesh Agarwal* *Naveen Agarwal*

developing, pricing, phasing and constructing the Development of the Project. The Developer shall, at its own costs and expenses, procure adequate insurances for insuring the Project against various risks and losses. The Developer shall, at its own costs and expenses, install appropriate and adequate firefighting equipment in the Multi-Storied Hotel Complex, as may be required under Applicable Laws.

10. The Parties hereby confirm that, the Land Owners had already handed over the vacant, peaceful and exclusive possession of the Project Site (together with the residential construction of 425.27 sq. meter standing thereon) to the Developer solely for the purposes of the Development of the Project, as per the terms hereof, and the Developer had entered the Project Site for, the purpose of Developing the Project and for marketing, selling, executing and implementing the Project, as per the terms of this Agreement.
11. That it is specifically understood between the parties to this Agreement that such handing over of the site by the Land Owners to the Developer is merely a license to commence and carry out the construction as per terms of this Agreement and does not in any manner whatsoever confer any right, title or interest of any sort in the Project Site in favour of the Developer.
12. That it has been specially agreed between the parties that the additional floor (being the 6th floor) shall be constructed in addition to the floors sanctioned in the Sanctioned Plan as the 6th Floor for the Hotel Complex either by way of purchasable FAR or payment of compounding charges. The Proposed Plan for the 6th Floor, for the proposed hotel has been attached separately as **Annexure 3B**.
13. That it has been decided that the prospective buyer be at the time of booking be informed about the intention of the Developer and the Landowners to construct the 6th Floor of the Project and if the prospective buyer agrees for the same then irrevocable written consent letter of the buyer shall be taken and kept in record as per the provisions of RERA. The letter of allotment shall be issued only after obtaining such consent letter. The sample of Consent Letter is attached as Annexure 3C. The Developer undertakes to obtain two or more copies of the Consent Letters and shall handover one copy of the same to the Landowners.
14. The Developer shall be responsible for all the Project Costs to be incurred for the Development of the Project on and from the possession of the Project Site (except the compounding/purchasable FAR charges of the sixth floor which shall be governed by Clauses 15&16 of this Agreement).
15. It is specifically decided between the Parties that since an additional amount of Rs. 48,53,480/- (Rupees Forty Eight Lakhs Fifty Three Thousand Four Hundred Eighty only) had been paid to the Authorities for execution of the aforesaid Freehold Deed dated 04/01/2018 and accordingly the aforesaid amount of Rs. 48,53,480/- (along with

Wavenu Agarwal *Nitin Agarwal* *Naveen Agarwal*

interest thereon) is likely to be refunded by the State Government to the Land Owners, and as such if the aforesaid amount of Rs. 48,53,480/- (along with interest thereon) is refunded to the Land Owners, then such amount shall be utilized after deducting the legal expenses as per Clause 16 below.

16. It is hereby agreed between the parties that all expenses of this Agreement including payment of stamp duty, registration fees, etc and cost towards Developing the Project (including payment towards purchasable FAR/compounding charges for the 6th Floor) is to be borne solely by the Developer. It is further agreed that if the aforesaid amount as mentioned in Clause 15 is refunded to the Landowners, then the same shall be utilized towards the payment of the compounding/purchasable F.A.R. charges for the construction of the 6th floor of the Project. However, if such compounding charges/ purchasable F.A.R. charges fall short of the amount as may be required to be payable towards the compounding charges/ purchasable FAR for the 6th floor of the Project, then no compounding charges/purchasable F.A.R. shall be required to be paid by the Landowners. If any balance amount remains after making the aforesaid payment of compounding charges/purchase FAR for the 6th floor of the Project, then the same shall be utilized towards the payment of 50% (fifty per cent) of stamp duty and registration of this Agreement and the balance 50 % (fifty per cent) of the stamping and registration charges shall be paid by the Developer. If still any balance amount remains then the same shall be divided between Land Owners and Developer in the equal ratio.
17. The Developer shall extend reasonable assistance and co-operation to the Land Owners, as and when required by the Land Owners and vice-versa the Land Owners shall also extend reasonable assistance and co-operation to the Developer, as and when required by the Developer.
18. **Consideration and Area Sharing Arrangement**
- a. In consideration of the Development Rights being granted by the Land Owners to the Developer to construct and Develop the Project, as per the terms of this Agreement, the Parties have agreed that:
- (A) A non-refundable amount of Rs. 86,40,000.00/- (Rupees Eighty Six Lakhs Forty Thousands Only) has been agreed to be paid by the Developer to the Landowners- Naveen Agarwal and Neha Agarwal in the following manner:
- (a) Out of the aforesaid amount of Rs. 86,40,000.00/- (Rupees Eighty Six Lakhs Forty Thousands Only), the Developer has already paid Rs. 65,00,000.00 (Rupees Sixty Five Lakhs only) in the following manner:-
- I. Rs. 5,00,000.00 (Rupees Five Lakhs Only) vide RTGS through Ref No. KKBKR52020072000653985 Dated 20.07.2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj paid to Miss Neha Agarwal.

Naveen Agarwal *Neha Agarwal*

- II. Rs. 5,00,000.00 (Rupees Five Lakhs Only) vide RTGS through Ref No. KKBKR52020072100763954 Dated 21.07.2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj paid to Miss Neha Agarwal.
- III. Rs. 5,00,000.00 (Rupees Five Lakhs Only) vide RTGS through Ref No. KKBKR52020072100830215 Dated 21.07.2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj paid to Miss Neha Agarwal.
- IV. Rs. 5,00,000.00 (Rupees Five Lakhs Only) vide RTGS through Ref No. KKBKR52020072200625862 Dated 22.07.2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj paid to Miss Neha Agarwal.
- V. Rs. 5,00,000.00 (Rupees Five Lakhs Only) vide RTGS through Ref No. KKBKR52020072200673865 Dated 22.07.2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj paid to Miss Neha Agarwal.
- VI. Rs. 7,50,000.00 (Rupees Seven Lakhs Fifty Thousands Only) vide RTGS through Ref No. KKBKR52020072300790198 Dated 23.07.2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj paid to Miss Neha Agarwal.
- VII. Rs. 10,00,000.00 (Rupees Ten Lakhs Only) vide RTGS through Ref No. KKBKR52020072400621780 Dated 24.07.2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj paid to Mr. Naveen Agarwal.
- VIII. Rs. 10,00,000.00 (Rupees Ten Lakhs Only) vide RTGS through Ref No. KKBKR52020072700837047 Dated 27.07.2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj paid to Mr. Naveen Agarwal.
- IX. Rs. 12,50,000.00 (Rupees Twelve Lakhs Fifty Thousands Only) vide RTGS through Ref No. KKBKR52020072800647272 Dated 28.07.2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj paid to Mr. Naveen Agarwal.
- (b) Rs. 3,24,000.00 (Rupees Three Lakhs Twenty Four Thousands Only) shall be deposited on account of TDS as per section 194IC of Income tax, for the payments made to Mr. Naveen Agarwal. The TDS Certificate Form16A shall be handed over to the Landowner within the prescribed time limit as per Income Tax Act.
- (c) Rs.3,24,000.00 (Rupees Three Lakhs Twenty Four Thousands Only) shall be deposited on account of TDS as per section 194IC of Income tax, for the payment made to Mr. Neha Agarwal. The TDS Certificate Form16A shall be handed over to the Landowner within the prescribed time limit as per Income Tax Act.
- (d) Rs. 14,92,000.00 (Rupees Fourteen Lakhs Ninety Two Thousands only) shall be paid by the Developer to the Landowners- Naveen Agarwal and Neha Agarwal within a period of 30(thirty days) from the date of registration of this Agreement with RERA, for which the Developer has provided the following post dated cheques

Naveen Agarwal Nitesh Agarwal Neha Agarwal

1. Rs. 30,000.00 (Rupees Thirty Thousands Only) vide Cheque No.000289 dated 01/09/2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj drawn in favour of Miss Neha Agarwal.
2. Rs. 30,000.00 (Rupees Thirty Thousands Only) vide Cheque No. 000288 dated 01/09/2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj drawn in favour of Mr. Naveen Agarwal.
3. Rs. 6,08,000.00 (Rupees Six Lakhs Eight Thousands Only) vide Cheque No.000291 dated 01-10-2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj drawn in favour of Miss Neha Agarwal.
4. Rs. 6,08,000.00 (Rupees Six Lakhs Eight Thousands Only) vide Cheque No.000290 dated 01-10-2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj drawn in favour of Mr. Naveen Agarwal.
5. Rs. 1,08,000.00 (Rupees One Lakhs Eight Thousands Only) vide Cheque No.000293 dated 01-10-2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj drawn in favour of Miss. Neha Agarwal.
6. Rs. 1,08,000.00 (Rupees One Lakhs Eight Thousands Only) vide Cheque No. 000294 dated 01-10-2020 from Kotak Mahindra Bank, Lowther Road, Prayagraj drawn in favour of Mr. Naveen Agarwal.

The receipt of the aforesaid sum of Rs. 14,92,000.00 (Rupees Fourteen Lakhs Ninety Two Thousands only) shall be acknowledged by the Landowners only and subject to the credit of such amount in their respective bank accounts.

It is hereby expressly agreed that in the event any of the cheques mentioned above is dishonored for any reason whatsoever (including on account of insufficient balance or on account of signature mis-match), then the Developer shall be required to deposit the aforesaid amount (by way of RTGS) in the bank account of Naveen Agarwal and Neha Agarwal (the details of which has been provided in this Agreement), within a period of 2 (two) working days from the date of dishonor of the cheque, failing which, notwithstanding anything contrary contained in the Agreement this Agreement shall stand terminated and all the cost incurred by the Developer shall stand forfeited.

(B) upon completion of the Project as per the terms of this Agreement and in accordance with Approvals and Applicable Laws, total BUA of the Project shall devolve and absolutely vest onto the Parties to this Agreement in the following manner:-

(a.1.a.i) Land Owner- Shri Naveen Agarwal and Miss Neha Agarwal jointly owning in equal share (highlighted in Demarcated Sanctioned Plan, attached as **Annexure-3 A**):

Naveen Agarwal *Neha Agarwal*

S.No.	Shop/ Service Apartment No.	Floor	Area in Square Feet
1	GS-2	Ground Floor	766.84
2	FS- 3	First Floor	299.24
3	FS-4	First Floor	308.39
4	FS-5	First Floor	315.93
5	FS-6	First Floor	302.36
6	FS-10	First Floor	405.27
7	FS-11	First Floor	283.63
8	FS-12	First Floor	484.39
9	SSA-15	Second Floor	523.14
Total Area Allotted			3689.19

(a.1.a.ii) Land Owner –Shri Nitin Agarwal (highlighted in Red Colour in Demarcated Sanctioned Plan, attached as **Annexure-3A**):

S.No.	Shop No.	Floor	Area in Sq Feet
1.	GS-1	Ground Floor	2981.16
2.	FS-1	First Floor	522.06
3.	FS-2	First Floor	301.39
Total Area Allotted			3804.61

(a.1.a.iii) **Developer's Share** (highlighted in Blue Colour in Demarcated Sanctioned Plan) attached as **Annexure-3A**):

Naveen Agarwal Nitin Agarwal Naveen Agarwal

S.No.	Shop/ Service Apartment No.	Floor	Area in Square Feet
1	BS-1	First Basement	256.72
2	BS-2	First Basement	230.57
3	BS-3	First Basement	233.04
4	BS-4	First Basement	240.04
5	BS-5	First Basement	241.65
6	BS-6	First Basement	241.65
7	BS-7	First Basement	239.72
8	BS-8	First Basement	232.93
9	BS-9	First Basement	367.81
10	BS-10	First Basement	172.76
11	BS-11	First Basement	191.60
12	BS-12	First Basement	205.05
13	BS-13	First Basement	301.72
14	BS-14	First Basement	213.13
15	BS-15	First Basement	252.31
16	FS-7	First Floor	305.70
17	FS-8	First Floor	255.65
18	FS-9	First Floor	274.16
19	FSA-1	First Floor	347.25
20	FSA-2	First Floor	651.23
21	FSA-3	First Floor	230.89
22	SSA-1	Second Floor	562.43

Navneet Agarwal Nitin Agarwal Navneet Agarwal

23	SSA-2	Second Floor	323.14
24	SSA-3	Second Floor	324.54
25	SSA-4	Second Floor	335.62
26	SSA-5	Second Floor	340.68
27	SSA-6	Second Floor	333.15
28	SSA-7	Second Floor	331.32
29	SSA-8	Second Floor	325.08
30	SSA-9	Second Floor	512.37
31	SSA-10	Second Floor	253.49
32	SSA-11	Second Floor	280.49
33	SSA-12	Second Floor	301.39
34	SSA-13	Second Floor	436.49
35	SSA-14	Second Floor	306.99
36	TSA-1	Third Floor	562.43
37	TSA-2	Third Floor	323.14
38	TSA-3	Third Floor	324.54
39	TSA-4	Third Floor	335.62
40	TSA-5	Third Floor	340.68
41	TSA-6	Third Floor	333.15
42	TSA-7	Third Floor	331.32
43	TSA-8	Third Floor	325.08
44	TSA-9	Third Floor	512.37
45	TSA-10	Third Floor	253.49
46	TSA-11	Third Floor	280.49
47	TSA-12	Third Floor	301.39

Narayan Agarwal

Nitin Agarwal new name

Himaly

48	TSA-13	Third Floor	436.49
49	TSA-14	Third Floor	306.99
50	TSA-15	Third Floor	523.14
Total Area Allotted			16143.08

- b. It is hereby expressly agreed between the Parties that the Hotel to be developed on parts of Second Basement (Parking), First Basement, Ground Floor, First, Second, Third, Fourth, Fifth and in the proposed Sixth Floor and Demarcated in demarcation Plan (highlighted in Orange Colour in Demarcated Sanctioned Plan and in the Proposed Plan for the 6th Floor, attached as **Annexure-3A& Annexure 3B** respectively) on the Multi Storied Hotel Complex shall be jointly owned by the Landowners & Developer in the following ratio:-

- (b.1.a) Shri Naveen Agarwal : 12.5%;
- (b.1.b) Shri Nitin Agarwal : 25%;
- (b.1.c) Ms. Neha Agarwal : 12.5%; and
- (b.1.d) Developer : 50%

- c. It is hereby expressly clarified that the respective portion of the Project Site/Multi Storied Hotel Complex devolving and vesting in the Parties, as per the above-mentioned area(s), has been specifically demarcated and the same has been reflected in the Demarcated Sanctioned Plan and the Proposed Plan for the 6th Floor, respectively attached as **Annexure 3A& Annexure 3B** of this Agreement.

- d. It is hereby clarified that the entire Land Owners' BUA along with the proportionate Project Site shall absolutely vest in the Land Owners and they alone shall, be entitled to either retain the same or sell the same, receive advance, sale consideration and execute agreement to sale deed on or prior to completion or execute sale deed after the completion of the Project without any interference in any manner by the Developer. Likewise, the Developer's BUA along with the proportionate Project Site shall absolutely vest in the Developer upon completion of the Project and the Developer alone shall be entitled to retain or sell the same, however any monies taken and utilized by the Developer shall at all times be in accordance with the Uttar Pradesh Real Estate Regulatory Authority and the rules and regulations framed under RERA. It is further clarified that the Developer shall be entitled to take advance only to the extent of the Developer's BUA as per (i) Clause 18 (a) (B) (a.1.a.iii), being the areas demarcated on the maps annexed as **Annexure3A &** (ii) Clause 18 (b), being the undivided share in the Hotel, as more particularly set out in the **Annexure 3B**. It is hereby expressly agreed that at the time of the vesting of the Developer's BUA, if any amount including interest

Naveen Agarwal Nitin Agarwal Neha Agarwal

remains outstanding payable by the Developer to any of the Land Owners on account of delay in the Project or any other sum as per the terms of this Agreement, then such vesting shall not take place until all the outstanding dues along with interest thereon are paid in full by the Developer to the satisfaction of Land Owners and if the Developer does not pay such amount within a period of three month from the date of default, the Landowners shall have, after providing written notice period of 15 (fifteen) working days from the expiry of the aforesaid three months period, the right to sell any portion of Developer BUA equivalent to cover the outstanding amount to any prospective buyers at or above the prevailing market value and recover the outstanding amount and balance will be refunded to the Developer. Similarly if any payment on account of GST required to be paid in respect of the Landowners' BUA under this Agreement (for which proper tax invoice is duly issued to the Landowners (which is also acknowledged and accepted by the Landowners) is made by the Developer, then the Landowners shall have to clear the same before taking possession of the Landowners' BUA and within 21 (twenty one) working days from the date of the said tax invoice and incase the Landowners fails to transfer the sum relating to Land Owners' BUA into the Designated Bank Account of Developer, then the Landowners shall be liable to pay interest at the rate of 12% per annum on such amount from the last date on which the GST was required to be paid by them.

- e. That it is further provided that the area as marked in **Annexure 3A & Annexure 3B** is only for the purpose of identification and the respective BUA shall vest absolutely onto the Developer (subject to sub-clause (d) above) and Land owners respectively only after the completion of the Project, in accordance with the terms and conditions of this Agreement.
- f. That it is further agreed between the parties that hotel to be constructed be jointly owned and the parties shall either individually / jointly sell their respective undivided portion or lease it out.
19. It is specifically agreed between the Land Owners and the Developer that any revenue/income(s) (including revenue/income from any advertisements/hoardings/billboards or any other initiatives thereon) derived from the areas of the hotel complex shall be distributed and shared between the Land Owners and the Developer as per the percentage mentioned herein below :-
Shri Naveen Agarwal; 12.5% (Twelve point Five per cent)
Shri Nitin Agarwal; 25% (Twenty Five per cent)
Ms. Neha Agarwal; 12.5% (Twelve point Five per cent) and
Developer; 50% (Fifty per cent)
20. That the funds for development of aforementioned Project shall be arranged and borne by the Developer alone. In the event, the Developer avails financial assistance in the

Naveen Agarwal Nitin Agarwal Neha Agarwal

form of loan from any person/financial institutions/banks/NBFCs, for any purpose in respect of the Project including but not limited to the construction/development of the Multi Storied Hotel Complex, the Developer alone shall be responsible for the provision of security, if any, in respect of such financial assistance and for payment of interest and repayment of the said financial assistance and the Land Owners shall have no liability in this respect. It is expressly clarified that the Developer shall not be entitled to create any charge over the Project Site for the purpose of availing any financial assistance or for any other reason whatsoever, but after the completion of the Project, both the Land Owners as well as the Developer (including his nominee(s), transferee(s), etc.) shall be free to create any and all loan(s), finance(s), etc. after pledging and/or mortgaging their respective share(s) of the BUA.

21. In terms of this Agreement, the Developer has a designated Bank Account No. **2111814934** having **ISFC Code: KKBK0005077** maintained with **Kotak Mahindra Bank, Lowther Road Branch, Allahabad** for the Project in which all proceeds and revenues of the Project shall be received and deposited and the balances therein shall be utilized to make payments of costs & expenses, and other payments as per the provisions of RERA. The Developer shall be solely responsible for complying with this provision.
22. That it is expressly agreed between the parties that the Landowners shall be free to enter into any sale agreement in respect of Land Owners' BUA and receive any sum/advance from the prospective buyers/lessees prior to completion of the Project without the requirement of depositing such proceeds into the Designated Bank Account mentioned herein.
23. Subject to clause 22, in case any proceeds relating to Land Owner's BUA is deposited or received in the Designated Bank Account for any reason whatsoever including any requirement in law instead of being paid directly to the Land Owners, then the Developer shall ensure that the Land Owners are paid the entire amount so received into the Designated Bank Account forthwith by way of electronic transfer within 2 working days to the bank account of the concerned Land Owner(s) effecting the concerned sale/agreement to sale. For the removal of any doubt, it is agreed and acknowledged by the Parties that after transferring the sum so received to the concerned Land Owner(s) if any shortfall arises in the Designated Bank Account with regard to the requirements under the real estate regulation laws towards maintaining certain minimum balances in the Designated Bank Account, then the Developer shall be solely obligated to immediately pay/deposit the entire such amount of shortfall into the Designated Bank Account to meet such statutory requirements. The Developer hereby undertakes to always comply with all statutory obligations prescribed in this regard out of his own resources and that the Developer shall never ask the Land Owners for any contribution to the Designated Bank Account in any circumstances.

Naveen Agarwal Niten Agarwal Neta Agarwal

24. It is being further expressly agreed by the Parties that incase the Developer fails to transfer the sum relating to Land Owners' BUA so received in the Bank Account to the concerned Land Owner(s) within 2 working days of its receipt into the Designated Bank Account, then the Developer shall be liable to pay interest at the rate of 18% per annum on such amount from the date of receipt in the Designated Bank Account till the time such payment is made to the concerned Land Owner(s).
25. The Developer shall, in respect of the Project, register itself with the Uttar Pradesh Real Estate Regulatory Authority, as the 'promoter' under RERA and shall also get the Project registered with the RERA and the Land Owners shall provide full assistance to the Developer if required by law. The Developer shall be considered as Promoter at all times and shall, construct and develop the Project in accordance with RERA and be responsible for all compliances.
26. That the Developer shall complete the entire development of the Project as per the sanctioned map/plan, in accordance with Applicable Laws and apply for the completion certificate for the same from the Prayagraj Development Authority within 24 (Twenty Four) months from the date of registration of the Project with Uttar Pradesh Real Estate Regulatory Authority and the same completion period be mentioned while registering the Project with the RERA. The time period spent for obtaining the compounding approval(s) and/or approval for purchasable FAR subject to such period not exceeding 3 (three) months, shall not be counted towards the aforesaid duration of 24 (Twenty Four) months.
27. The Developer shall develop the Project Site in accordance with the Applicable Laws, rules and regulations and the specifications and as per the agreed provisions of this Agreement and the Approvals.
28. The Developer undertakes to make application for the Completion of the Project to the relevant authorities only after the construction is completed in all respect including the 6th Floor (if permitted by way of purchasable FAR or by compounding byelaws). The sole responsibility for obtaining the completion certificate/occupancy certificate from the concerned authorities shall be of the Developer alone.
29. Notwithstanding anything contained herein, it is hereby agreed that the Developer shall complete the Project (i.e. issuance/deemed issuance of the last of the completion certificate/occupancy certificate in respect of the Project) within a period of 24 (Twenty Four) months from the date of registration of the Project with Uttar Pradesh Real Estate Regulatory Authority, however in the event, the Developer fails to complete the Project for any reason whatsoever within the aforesaid period of 24 (Twenty Four) months, then the Developer shall be liable to pay to the Land Owners liquidated damages at the rate of Rs. 50,000/- (Rupees Fifty Thousand only) per month or part thereof for the period of delay. Provided, however, where the construction of the Project has become

Handwritten signatures:
Navendu Agarwal Nitin Agarwal Neel Agarwal

absolutely impossible by the Developer despite the adoption of reasonable precaution and/or alternative measures, solely on account of act of God such as by flood, storm, earthquake, epidemic, the contract shall be suspended till the time such event actively persists and hinders and makes the development of the Project impossible. The parties hereby agree that such amount is the reasonable pre-estimate of the loss that would be sustained by the Land Owners on account of the delay in completion of the Project by the Developer and as such is not in the nature of penalty. The Developer shall make the payment within 5th date of next month after the end of the month and if he fails to make the payment; the Landowners shall charge interest at the rate of 18% (Eighteen per cent) per annum from the date it becomes due till the date of payment to land owners. The Developer shall pay the aforesaid liquidated damages to the Land Owners in the following manner-

Naveen Agarwal	Rs. 12,500/- per month
Nitin Agarwal	Rs. 25,000/- per month
Neha Agarwal	Rs. 12,500/- per month

30. That the Bank Details of the Landowners are as under for the electronic transfer of any amount liable to be paid by the Developer in terms of this Agreement except the amount payable to Landowners at the time of signing of this Agreement, for which post-dated cheques have been provided.

- 1) Name of Landowner: Naveen Agarwal
Saving Account Number: 628201551754
Bank & Branch: ICICI Bank, Civil Lines, Allahabad-211 001
IFSC: ICIC0006282
- 2) Name of Landowner: Nitin Agarwal
Saving Account Number: 628201501194
Bank & Branch: ICICI Bank, Civil Lines, Allahabad-211 001
IFSC: ICIC0006282
- 3) Name of Landowner: Neha Agarwal
Saving Account Number: 62801550436
Bank & Branch: ICICI Bank, Civil Lines, Allahabad-211 001
IFSC: ICIC0006282

Any change in the above-mentioned account details of the Land Owners shall be intimated in writing by such Land Owners to the Developer.

31. That the Developer shall be responsible for the penalties payable to the Authorities that may arise for not completing the Project in time.
32. That in case for any reason whatsoever if there is any default in completion of the Project or Project Completion is delayed for more than 12 (Twelve) months then the

Naveen Agarwal Nitin Agarwal Neha Agarwal

Land Owners shall at their sole discretion have the right (but not an obligation) to forthwith terminate this Agreement by issuing a written notice to the Developer and the Developer thereafter shall cease to have any right or interest in the land in question or the construction made thereon, except to the extent of the Project cost and/or expenses already incurred by the Developer, and the Land Owners shall be at liberty to use and enjoy the aforesaid property as absolute owners including the construction raised till then by the Developer and shall be entitled to complete the development and construction either by themselves or through some other agency/developer and in such situation the Land Owner shall not be liable to compensate or make good any losses that may have been or likely to be suffered by the Developer in this regard.

33. Other than the automatic termination of this Agreement as per Clause 18 (a) (A) and as mentioned in 32 above, this Agreement cannot be terminated by the Land Owners and/or the Developer.
34. That the passages, and all the Common Areas and all common amenities on all the floors and parts of the Multi Storied Hotel Complex marked as common areas in brown colour shall always be available for use of the Land Owners and Developer and their transferee(s) and their assignee(s) of the Multi-Storied Hotel Complex.
35. That the Developer shall use best quality material for construction of the Multi Storied Hotel Complex and the Developer shall be solely responsible for any deficiency found later on in this respect.
36. That it is specifically mentioned and made clear that the construction or the re-construction work shall not be stopped in any circumstances even during pendency of any arbitral or court proceeding. The Developer shall be liable to remove the defects pointed out by the Land Owners. The Developer shall at its own cost undertake to procure and keep current, all such insurance cover as are necessary or usual as statutorily required from time to time, covering all usual risks and issues in respect of the Project and the Project Site.
37. For the period subsequent to the date of obtaining last of occupation certificates for all parts/phases of the Project, the Land Owners and Developer shall mutually decide the manner in which the developed Project shall be maintained either by appointing an independent maintenance agency or in any other manner as per the provisions of RERA. After obtaining the last of occupation certificates for the Project, either party shall be responsible for the payment of maintenance charges for their own respective share in the BUA, and in case any third party acquires (by way of sale or lease) any part of Developer's BUA and/or Land Owners' BUA, then it will be the responsibility of such third party acquiring such rights to pay the maintenance charges.

Navneet Agarwal *Nitin Agarwal* *Navneet Agarwal*

38. That the Developer shall also be responsible and liable to fulfill obligations as required under all applicable laws including Real Estate (Regulation and Development) Act, 2016 and the rules/regulations framed there under. The Developer hereby expressly agrees that the Multi-Storied Hotel Complex shall be constructed, developed and marketed by it in accordance with the extant laws, rules and regulations and the Developer alone shall be responsible for the compliance with the provisions of applicable laws and shall comply with the terms and conditions of the permits/approvals granted/applicable in respect of the Multi Storied Hotel Complex.
39. That in the event of any dispute arising between the parties hereto pertaining to the terms and conditions of this Agreement the same shall be referred to sole arbitrator to be appointed jointly with mutual consent of the parties and the decision of the Sole arbitrator shall be final and binding on the parties hereto. Provided however, in the event that the Parties are unable to appoint the sole arbitrator within 30 (thirty) days of the dispute, then each Party shall appoint 1 (one) arbitrator and the two arbitrators so appointed will jointly appoint the third arbitrator. The provision of the Arbitration and Conciliation Act 1996, as amended from time to time, shall be fully applicable to such Arbitration proceedings. The venue of arbitration shall be Parayagraj. The Arbitral Award shall be reasoned and given in writing and shall be final and binding on the Parties.
40. This Agreement shall be governed by the laws of India and subject to the Arbitration Clause above, the courts in Prayagraj only shall have jurisdiction in respect of this Agreement.
41. All notices, requests or other communications required or permitted under this Agreement shall be in writing and shall be given by personal delivery or dispatched by speed post, registered post, under certificate of posting.

Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received: (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is fifteen (15) days after the mailing thereof (subject to proof of acknowledgment of the receipt).

42. Nothing contained in this Agreement shall constitute a partnership between the Parties nor shall this Agreement be construed as such. No agency is created nor shall be deemed to be created by this Agreement and as such neither Party shall have the authority or power to make any representation or incur any obligation for and on behalf of the other Party except to the limited extent provided in this Agreement.
43. Failure on the part of either Party to exercise, and delay in exercising, any rights hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise

Navendu Agarwal Nitin Agarwal Neel Agarwal

of any such right preclude any other or future exercise thereof or the exercise of any other right.

44. This Agreement may be amended and/or supplemented only by a separate written agreement signed by all the Parties referring to this Agreement and identifying the agreed amendments/additions. In such case the further amendment and/or supplemental agreement shall be read conjointly to this Agreement and shall also be co-terminus with this Agreement.
45. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
46. This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties. The Land Owners shall be entitled to enforce specific performance for the Developer to complete the Development of the Project Site as per the terms of this Agreement.
47. It is clearly understood between the Parties that currently municipal taxes or levies which are payable with respect to the Project Site and/or Project or in future which may be payable in respect thereof, shall be paid by the Land Owners and Developer in proportion to their respective share in the built up areas of the Project. The Land Owners and Developer shall be responsible and liable in respect of Income tax /GST and/ or other statutory liabilities as far as their respective share(s) of the buildup or un-built areas of the building or sale proceeds thereof are concerned. The GST liability arising out of this agreement for the share of the Land Owners BUA for which proper GST invoice has been raised by the Developer, shall be paid by the Land Owners to the Developer within 21 (twenty one) working days of the receipt of the tax Invoice by the Landowners subject to the calculation of the invoice amount being done by an independent Chartered Accountant/GST expert engaged by the parties with their mutual written consent, for this purpose. If any GST's liability/penalty/interest arise on the Developer against Landowners BUA, the same will be paid by the Landowners as per calculation of the department subject to such GST's liability/penalty/interest not arising on account of any act/omission/default of or reasons attributable to the Developer. For the security of the GST liability on the part of Landowners, FS-1 on First Floor falling into the share of Mr. Nitin Agarwal and SSA-15 on Second Floor ("**Landowner Demarcated Shops**") falling in to the share of Naveen Agarwal/ Miss Neha Agarwal respectively, shall not vest into the share of above mentioned Landowners up to the payment of the GST amount and they have no right to allot/sale the same up to the payment of the GST amount. If the Landowners shall not pay such amount within three month from the date of receipt of the tax Invoice issued against collection of the GST (subject to the same not being disputed), the Developer shall have, after providing

Naveen Agarwal Nitin Agarwal Neha Agarwal

written notice period of 15 (fifteen) working days from the expiry of the aforesaid three months period ("**GST Grace Period**"), the right to sell the Landowners Demarcated Shops to any prospective buyers at or above the prevailing market value and recover the GST amount and balance will be refunded to the respective Land Owners. The Developer agrees that such sale shall be made only after the expiry of the GST Grace Period and such sale process shall be conducted in a fair and transparent manner and the Landowners shall have the right to oversee/monitor/participate in the said sale process and that the sale consideration shall not be less than the prevailing market value at such time.

48. The Land Owners hereby severally represent that each of them; have full power to enter into this Agreement.
49. The Developer hereby represents that it has the full power and authority to enter into this Agreement and that the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein: (i) have been duly and validly approved by all its partners, (ii) do not violate or contravene any Applicable Laws; and (iii) do not violate or conflict with any provision of its partnership deed or any other contract/arrangement to which it is a party. The Developer hereby further represents that it has the full power, authority, capability, resources and infrastructure to construct and develop the Project Site. The authorisation passed by the Developer authorising the execution of this Agreement and the consummation of the transactions contemplated hereunder is attached as **Annexure 2B**.
50. The Developer shall at all times indemnify the Land Owners and shall keep them indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which any of the Land Owners may bear, incur or suffer, and/ or which may be made, levied or imposed on the Land Owners due to or by reason or virtue of (i) construction/development of the Project; (ii) breach of the Developer's obligations, representations, warranties, covenants and undertakings under this Agreement; (iii) any claim and/or action that may be initiated against the Land Owners in respect of the Project on account of reasons not attributable to the Land Owners; (iv) claims and/or action that may be initiated against the Land Owners on account of any act/omission of the Developer including on account of any default/negligence of the Developer (including in respect of any losses arising in connection with construction/development/launch/marketing of the Project).
51. It is hereby agreed that the Developer shall indemnify and keep the Land Owners indemnified, saved, defended and harmless against any claims, liabilities, losses, penalties, costs, expenses arising from or related to any breach of the duties and obligations of the Developer under this Agreement, including without limitation, any

Naveen Agarwal

Nitesh Agarwal

Naveen Agarwal

claim, penalty, charge, proceeding or restrictive order which may arise on account of the non-compliance of statutory requirement for non-payments of taxes, levies, duties, service tax etc. or any other actions or inactions which may have potential of rendering the transaction envisaged under this Agreement void or voidable or otherwise incapable of being implemented. This clause will survive the termination of this Agreement.

52. The Developer shall at all times indemnify Land Owners and keep them indemnified, saved, defended and harmless, from and against all the liability/ies suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, stamp duty, prosecutions, losses, damages, liabilities, claims and demands which may be made, levied or imposed on any of the Land Owners due to default of the Developer, in any manner pertaining to the Development of the Project Site and/or the Project/Complex. This clause will survive even after the termination of this Agreement.
53. The Developer hereby irrevocably agree and undertake that it has carried out independent verification on the title of the Land Owners on the said property/Project Site and has satisfied himself about the clear title of the Land Owners over the said property/Project Site.
54. That the electricity Bills shall be paid by the owners/occupant of the various commercial areas/service apartments after obtaining the electricity connection and during the time of construction period the entire payment of the electric bill and water bill as per actual usage shall be paid by the Developer alone.
55. The Developer hereby expressly agrees and undertakes that Mr. Himanshu Kumar and Mr. Raj Rajeshwar Gupta, being the partners of the Developer shall not retire/resign from the partnership firm at any time without the prior written consent of all of the Landowners and shall not dissolve the partnership firm. It is further provided that all the present partners including incoming partners of the Developer shall be jointly and severally bound by the terms of this Agreement. The Developer hereby expressly agrees and undertakes to not revoke / modify the authority (as also attached herewith) granted by it in favour of Mr. Rajesh Kumar Gupta and that Mr. Rajesh Kumar Gupta shall at all time be and continue to be the CEO of the Developer and Mr. Rajesh Kumar Gupta hereby agrees to represent the Developer at all times and not to reclude himself from the position of CEO held by him in the Developer.
56. The intent, essence and purpose of this Agreement is to develop the Project Site and construct the Project in a timely manner in accordance with the sanctioned map/plan, in a manner which is beneficial to both the Land Owners as well as the Developer.

Naresh Agarwal Nitesh Agarwal Nitesh Agarwal

57. All the terms and conditions of this Agreement be read in a composite manner and if any provision(s)/clause(s)/part(s) of any clause(s) of this Agreement 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 Agreement shall remain valid and enforceable so as to serve the intent and essence and purpose of this Agreement.
58. The Developer shall not assign any of its rights and obligations under this Agreement (including right to Develop the Project Site) to any other person without the prior written consent of all the Land Owners.
59. Confidentiality

Confidentiality Requirements: Each Party (the "Receiving Party") shall keep all Confidential Information and other materials received by it from any other Party (the "Disclosing Party") confidential and shall not without the prior written consent of the Disclosing Party, disclose or divulge the Confidential Information to a third party or use the Confidential Information other than for carrying out the purposes of this Agreement. Confidential Information shall at all times remain the property of the Party that owns it.

Permissible Disclosures: Notwithstanding the provisions of Clause 59 any Receiving Party may disclose Confidential Information to a third party without the Disclosing Party's prior written consent, but only to the extent such Confidential Information is:

- (a) already in the public domain or becomes available to the public other than through the act or omission of the Receiving Party;
- (b) required to be disclosed in the written opinion of legal counsel of the Receiving Party, under applicable law, by a governmental order, decree, regulation or rule, or by any stock exchange on which the shares of the Receiving Party are listed (provided that the Receiving Party shall, to the extent legally permissible give written notice to the Disclosing Party prior to such disclosure);
- (c) disclosed to its affiliates, officers, employees, directors, professional advisors, or potential investors or transferees provided that such Party shall procure that such Persons shall undertake to treat such Confidential Information as confidential;
- (d) acquired independently by the Receiving Party from a third party source not obligated to the Disclosing Party to keep such Confidential Information confidential; or

Navin Agarwal *Nitin Agarwal* *Neeraj Agarwal*


- (e) already known or already in the lawful possession of the Receiving Party, as of the date of the disclosure by the Disclosing Party.

60. This Agreement shall come into effect on the date of execution of this Agreement and unless terminated earlier as per the provisions of this Agreement, it shall continue to be valid and binding upon the Parties, until all of the obligations of the Developer are completed, in all respects.

IN WITNESS WHEREOF the parties hereto, have signed and set their hands on this 26th day of September 2020 in the presence of witnesses.

1. Developer


(Through its authorized signatory)

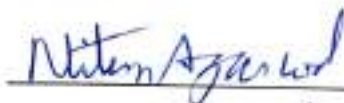

(Through its partner)

2. Land Owners

(a) Naveen Agarwal



(b) Nitin Agarwal



(c) Neha Agarwal

Neha Agarwal



Witnesses:

1- Mr. Manish Agarwal,

Manish Agarwal

Son of Suresh Chandra Agarwal,
Resident of 14, Carriappa Road, New Cantt, Prayagraj,
Aadhar No. 643909570475
Mobile No. 9453010331



2- Mr. Ashutosh Kumar Srivastava,

Ashutosh Kumar Srivastava
Son of Late C.K Srivastava
Resident of 209-D/R/9M, Kalindipuram, Prayagraj,
Voter Id Card No. UCC2561488,
Mobile No. 730995555



Naveen Agarwal

Nitin Agarwal
Neha Agarwal



Hemant



DRAFT BY- A.P. MISHRA (ADV)

TYPED BY- ARVIND JARJAL

A.P. Mishra
Arvind



(Annexures Follows)

ANNEXURE 1

DETAILS OF PROJECT SITE

Freehold Nazul Plot No. 40/2 Civil Station Prayagraj, the land for construction **367.77 Sq. Meters** in the shape of open land out of the whole premises 1684.29 sq. yard (1408.23 sq. meter) out of which 1293.34 Sq. Mtrs. has been approved as freehold after deducting 114.89 Sq. meters towards road widening of land will be used for construction as covered area and marked Yellow in the annexed map (attached as **Annexure 1 A**) and bounded as below:

BOUNDARIES

North : Lal Bahadur Shastri Marg
South : Nazul Site No. 40/3, Civil Station, Prayagraj
East : Nazul Site No. 40/5, Civil Station, Prayagraj
West : Nazul Site No. 40/1, Civil Station, Prayagraj

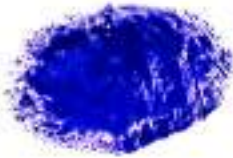
VALUATION OF STAMP

Property is situated on 100' Feet wide Road and it governed by V code No. 4 (on page no. 35), according to collector's prescribed rate valuation as under: -

Area 367.77 Sq. Meters X 44,200/- = 1,62,55,434/-

The valuation of total land is Rs. 1,62,55,434/- and liability of Stamp is 11,37,880.38 say 11,38,000.00. The stamp duty has been paid vide E Stamp Certificate No. IN-UP092060252033985 Dated 25.09.2020.

Navneet Agarwal Nitin Agarwal Neha Agarwal



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Annexure 1 A

PROJECT SITE MAP

(Attached Separately)

page NO. 34(i)

ANNEXURE 2A

COPY OF PARTNERSHIP DEED

(Attached Separately)

page NO. 34(ii) to 34 (xviii)

ANNEXURE 2B

AUTHORISATION OF THE DEVELOPER

(Attached separately)

page NO. 34(xix)

Naveen Agarwal

Nitin Agarwal

Neha Agarwal

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The site plan illustrates the layout of the SAI DHAM LANDMARK building. The building is a rectangular structure with a central courtyard. The covered area is 367.77 SQM. (3958.77 SQFT.). The plan shows the building's position relative to the surrounding roads and setbacks. The front setback is 6000, the side setback is 5000, and the back setback is 13100. The plan also shows the location of the main entrance, stairs, and other internal features. The surrounding roads are labeled as BUNGALOW NO 3-A, LAL BAHADUR SHASHTRI MARG, BUNGALOW NO 3-C, LAL BAHADUR SHASHTRI MARG, and 30000 WIDE LAL BAHADUR SHASHTRI MARG (ELGIN ROAD). The plan also shows the location of the main entrance, stairs, and other internal features.

COVERED AREA
367.77 SQM..
3958.77 SQFT.

BACK SETBACK

SIDE SETBACK

FRONT SETBACK

LAND LEFT FOR ROAD WIDENING

30000 WIDE LAL BAHADUR SHASHTRI MARG (ELGIN ROAD)

C.L. OF ROAD

SITE PLAN

SAI DHAM LANDMARK

BUNGALOW NO 3-C ,LAL BAHADUR SHASTRI MARG

BUNGALOW NO 3-A ,LAL BAHADUR SHASHTRI MARG

SIDE SETBACK

BACK SETBACK

FRONT SETBACK

LAND LEFT FOR ROAD WIDENING

30000 WIDE LAL BAHADUR SHASTRI MARG (ELGIN ROAD)

- C.L. OF ROAD

SITE PLAN

SAI DHAM LANDMARK

Naseem Ahmad Niten Azad Akh. Jamal

Finally,

SAI DHAM LANDMARK

LETTER OF AUTHORIZATION

Dated : 31.08.2020

It was unanimously held that for the purposes of signing the registered Joint Development Agreement executed with **Shri Naveen Agarwal, Shri Nitin Agarwal and Miss Neha Agarwal (Land Owners)** for the development of Hotel Complex namely "**Sai Dham Landmark**" situated on **Freehold Plot no. 40/2, Civil Station, Prayagraj, Shri Himanshu Kumar** partner of the firm and **Shri Rajesh Kumar Gupta** Chief Executive Officer of the firm has been authorized to jointly sign, execute and present before Sub registrar's office for registration.


(Abhay Narayan Pandey)
(Partner)


(Raj Rajeshwar Gupta)
(Partner)


(Himanshu Kumar)
(Partner)


(Rajesh Kumar Gupta)
(C.E.O.)












ANNEXURE 3

SANCTIONED PLAN

(Attached Separately)

page No. 35(i) to 35(ii)

ANNEXURE 3 A

DEMARCATED SANCTIONED PLAN

(Attached Separately)

page No. 35(iii) to 35(x)

ANNEXURE 3B

PROPOSED PLAN FOR THE 6th FLOOR

(Attached separately) page No. 35(xi)

Navendu Agarwal Nitin Agarwal Nela Agarwal

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Annexure - 3 Sectioned Plan

PART - (L)



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35 (1) Final

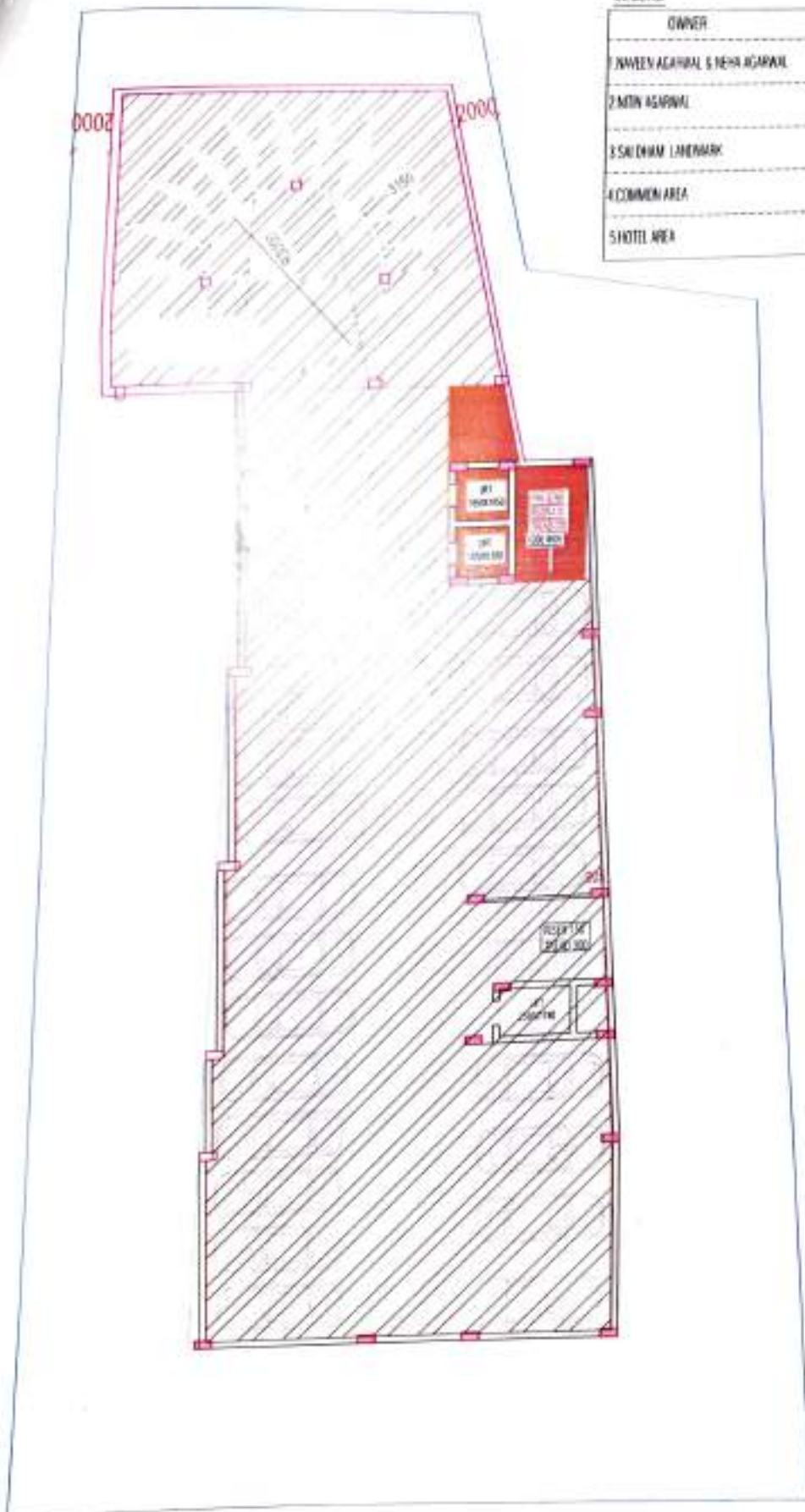
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- Handwritten: *35(ii)*
- Handwritten: *Himal*
- Handwritten: *Fei*
- Handwritten: *note for*
- Stamp: *SHARPP KITCHEN*
- Stamp: *CDN NO. 147500142*
- Stamp: *SHARPP KITCHEN*
- Stamp: *CDN NO. 147500142*

Annexure - 3A - Demarcated Sanctioned Plan (Part-1 Basement Parking)

LEGEND

OWNER	INDEX
1 NAVEEN AGARWAL & NEHA AGARWAL	COMMON
2 NITIN AGARWAL	STP-1
3 SURESH LAMERAK	STP-2
4 COMMON AREA	STP-3
5 HOTEL AREA	STP-4



SECOND Basement Floor Plan

Naveen Agarwal

Nitin Agarwal

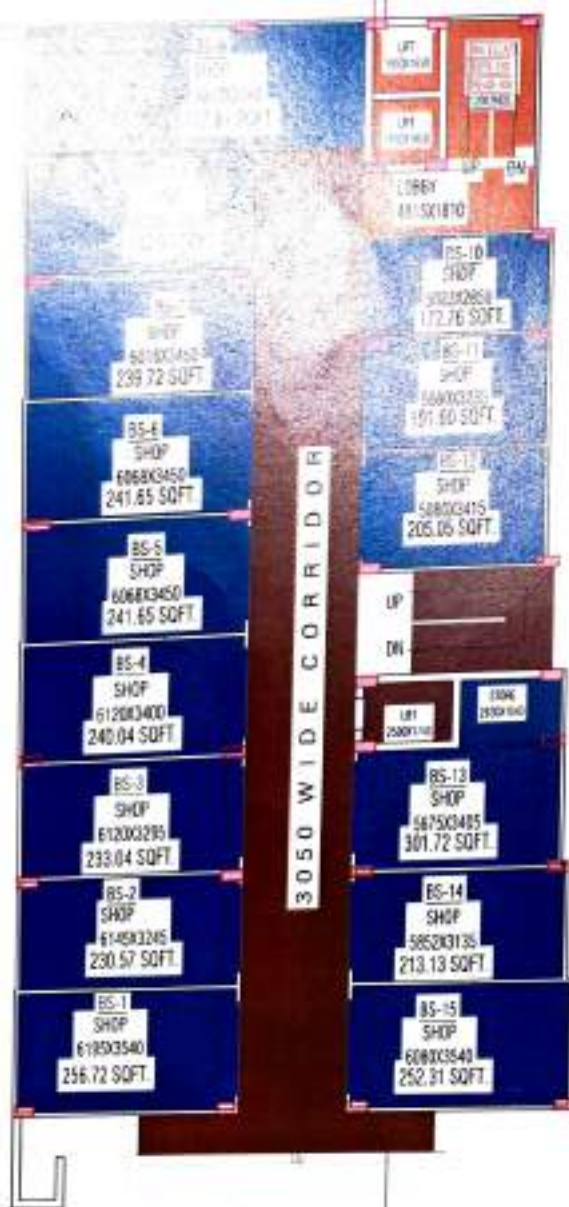
Neha Agarwal

35(iii)

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OWNER	INDEX
1. NIVREEN AGARWAL & NEHA AGARWAL	GREEN
2. MITIN AGARWAL	RED
3. SAUNDHAM LANDMARK	BLUE
4. COMMON AREA	BROWN
5. HOTEL AREA	ORANGE

BS-1	256.72 SQFT.
BS-2	230.57 SQFT.
BS-3	233.04 SQFT.
BS-4	240.04 SQFT.
BS-5	241.65 SQFT.
BS-6	241.65 SQFT.
BS-7	239.72 SQFT.
BS-8	232.93 SQFT.
BS-9	367.81 SQFT.
BS-10	172.76 SQFT.
BS-11	191.60 SQFT.
BS-12	205.05 SQFT.
BS-13	301.72 SQFT.
BS-14	213.13 SQFT.
BS-15	252.31 SQFT.



FIRST BASEMENT FLOOR PLAN

Annexure - 3A - Demarcated Sanctioned Plan (Part-3 Ground Floor Plan)

LEGEND

OWNER	INDEX
1. NAVEEN AGARWAL & NEHA AGARWAL	GREEN
2. NITIN AGARWAL	RED
3. SAI DHAM LANDMARK	BLUE
4. COMMON AREA	BROWN
5. HOTEL AREA	ORANGE



GS-1	2981.16 SQFT.
GS-2	766.84 SQFT.

Handwritten signature

Handwritten signature

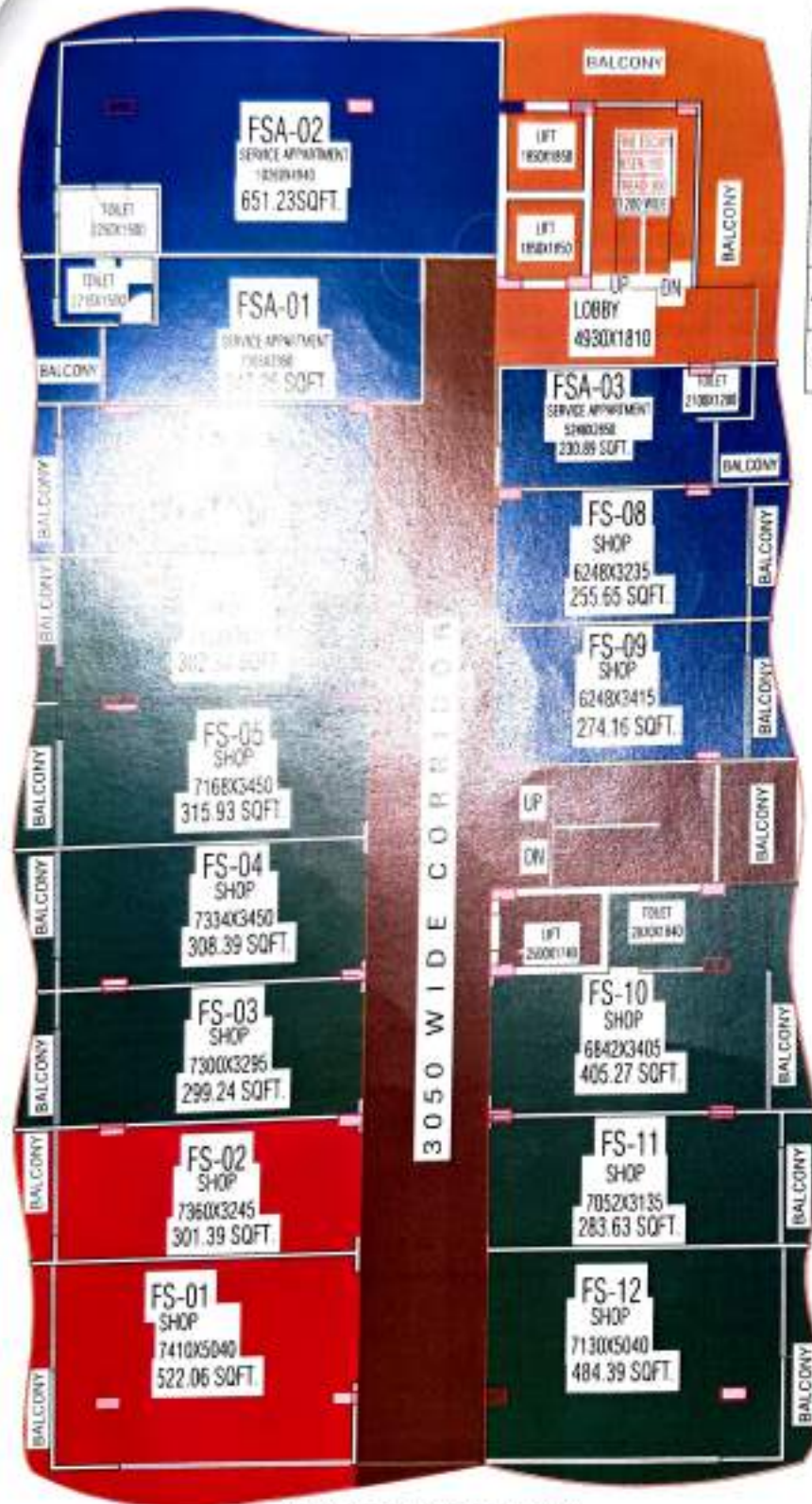
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Naveen Agarwal Nitin Agarwal Neha Agarwal

Annexure-3 A - Delineated Sanctioned Plan
(Part - 4, First Floor Plan).

LEGEND

OWNER	INDEX
1. NAVEEN AGARWAL & NEHA AGARWAL	GREEN
2. NITIN AGARWAL	RED
3. SAI DHAM LANDMARK	BLUE
4. COMMON AREA	BROWN
5. HOTEL AREA	ORANGE



FIRST FLOOR PLAN

FS-1	522.06 SQFT.
FS-2	301.39 SQFT.
FS-3	299.24 SQFT.
FS-4	308.39 SQFT.
FS-5	315.93 SQFT.
FS-6	302.36 SQFT.
FS-7	305.70 SQFT.
FS-8	255.65 SQFT.
FS-9	274.16 SQFT.
FS-10	405.27 SQFT.
FS-11	283.63 SQFT.
FS-12	484.39 SQFT.
FSA-1	347.25 SQFT.
FSA-2	651.23 SQFT.
FSA-3	230.89 SQFT.

Naveen Agarwal

Nitin Agarwal Neha Agarwal

35 (vi)

Hindal

Annexure - 3A Delineated Sanctioned Plan
(Part - 5 Second Floor Plan).

LEGEND

OWNER	INDEX
1. NAVEEN AGARWAL & NEHA AGARWAL	GREEN
2. NITIN AGARWAL	RED
3. SAI DHAM LANDMARK	BLUE
4. COMMON AREA	BROWN
5. HOTEL AREA	ORANGE



SECOND FLOOR PLAN

SSA-1	562.43 SQFT.
SSA-2	323.14 SQFT.
SSA-3	324.54 SQFT.
SSA-4	335.62 SQFT.
SSA-5	340.68 SQFT.
SSA-6	333.15 SQFT.
SSA-7	331.32 SQFT.
SSA-8	325.08 SQFT.
SSA-9	512.37 SQFT.
SSA-10	253.49 SQFT.
SSA-11	280.49 SQFT.
SSA-12	301.39 SQFT.
SSA-13	436.49 SQFT.
SSA-14	306.99 SQFT.
SSA-15	523.14 SQFT.

Navneet Agarwal

Nitin Agarwal Neha Agarwal

35(vii)

Annexure

Annexure - 3A Demarcated Land/and Plan
(Part - 6 Third Floor Plan)

LEGEND

OWNER	INDEX
1. NAVEEN AGARWAL & NEHA AGARWAL	GREEN
2. NITIN AGARWAL	RED
3. SAI CHAM LANDMARK	BLUE
4. COMMON AREA	BROWN
5. HOTEL AREA	ORANGE

TSA-1	562.43 SQFT.
TSA-2	323.14 SQFT.
TSA-3	324.54 SQFT.
TSA-4	335.62 SQFT.
TSA-5	340.68 SQFT.
TSA-6	333.15 SQFT.
TSA-7	331.32 SQFT.
TSA-8	325.08 SQFT.
TSA-9	512.37 SQFT.
TSA-10	253.49 SQFT.
TSA-11	280.49 SQFT.
TSA-12	301.39 SQFT.
TSA-13	436.49 SQFT.
TSA-14	306.99 SQFT.
TSA-15	523.14 SQFT.



THIRD FLOOR PLAN

Naveen Agarwal

Nitin Agarwal Neha Agarwal

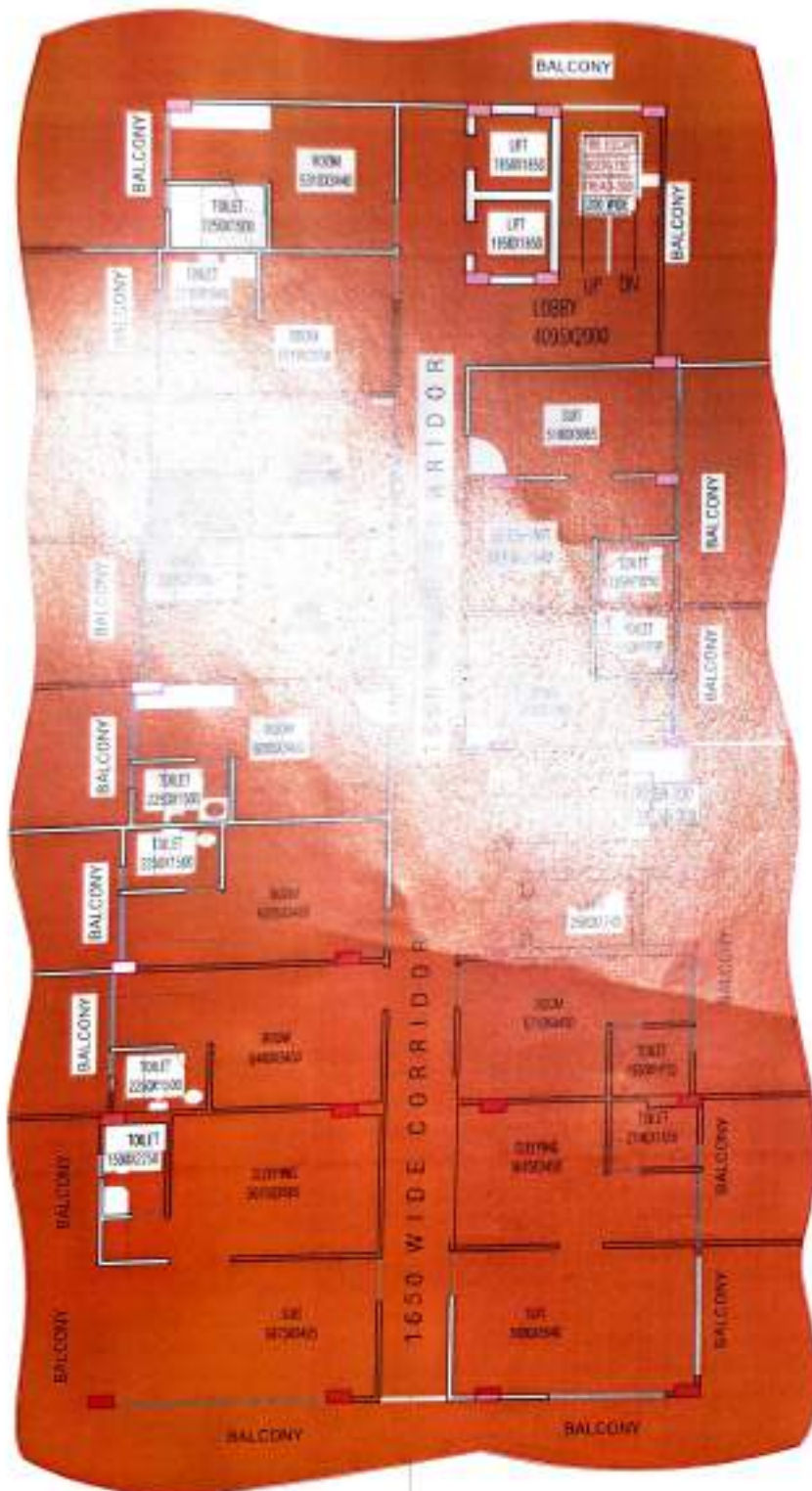
35 (viii)

Himanshu

Annexure - 3A (Demarcated Sanctioned Plan)
(Part - 7. Fourth Floor Plan)

LEGEND

OWNER	INDEX
1. NAVEEN AGARWAL & NEHA AGARWAL	GREEN
2. NITIN AGARWAL	RED
3. SAI DHAM LANDMARK	BLUE
4. COMMON AREA	BROWN
5. HOTEL AREA	ORANGE



FOURTH FLOOR PLAN

Naveen Agarwal

Nitin Agarwal Neha Agarwal

35 (ix)

Himanshu

ANNEXURE 3C

FORMAT OF IRREVOCABLE CONSENT LETTER

TO WHOM IT MAY TO CONCERN

I/We, _____ w/o _____ allottee/s of Shop/Service Apartments No. _____ at commercial/hotel complex namely "**Sai Dham Landmark**" situated at _____ are aware that the Promoter namely **Sai Dham Landmark** will further apply for construction against purchasable FAR by the Prayagraj Development Authority (PDA) as per the permitted purchasable FAR which is 50% of the Basic permitted Far or by 10% of the total constructions as compoundable FAR and thus on sanction of the construction against purchasable/compoundable FAR shall construct part of hotel on **6th floor** it is noteworthy that presently the map has been approved with FAR of 2.00 and for the purposes of **UP-RERA (Uttar Pradesh real Estate Regularity Authority)**, sub clause (ii) of clause (2) of section 14 of the Act

("any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building."

Explanation.—For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.)

I/We have agreed to purchase the shop/service apartment under this agreement/allotment letter and I/we have no objection in this regards and I/We have accorded his/her/their unconditional and irrevocable consent in this regards for the purposes of sub clause (ii) of clause (2) of section 14 of the RERA Act to the Promoter without making any substantial change in my hereby agreed to be shop/Service Apartment.

Naveen Agarwal Niten Agarwal Nisha Agarwal

आवेदन सं०: 202020890014075

बही संख्या । जिल्द संख्या 11144 के पृष्ठ । स 134 तक क्रमांक
4283 पर दिनांक 29/09/2020 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

कमला देवी

उप निबंधक : सदर प्रथम

प्रयागराज

29/09/2020

