

भाग 1**प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला**

उपनिवेशक सदर प्रधान प्रधानमराज क्रम संख्या 2023018008843

आवेदन संख्या : 202300890006823

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2023-04-13 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम यशहर अव्वास नक्की

लेख का प्रकार विक्रम अनुबंध विवेद

प्रतिकाल की धनराशि 0 / 29876613.00

1. रजिस्ट्रीकरण शुल्क 298770

2. प्रतिनिधिकरण शुल्क 160

3. निरीधारण या तलाश शुल्क

4. मुक्तार के अधिप्रमाणी करण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. आतिक भत्ता

1 से 6 तक का योग 298930

शुल्क चमूल करने का दिनांक 2023-04-13 00:00:00

दिनांक जब नेत्र प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2023-04-13 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग 1**भाग 1 की प्रतिलिपि पर हिरांगे ।**

उपनिवेशक सदर प्रधान प्रधानमराज क्रम

आवेदन संख्या : 202300890006823

अधिनियम 16-1908 की धारा 52 के

प्रस्तुतकर्ता या प्रार्थनी या तलाश प्रमाण पत्र के

मालहे अव्वास नक्की

निरापत्ति का नाम यशहर अव्वास नक्की

लेख का प्रकार विक्रम अनुबंध विवेद (विव

प्रतिकाल की धनराशि 0

प्रार्थना पत्र प्रस्तुत करने का दिनांक 2023-04-

दिनांक जब नेत्र प्रतिलिपि

या तलाश प्रमाण पत्र वापस करने के लिए तैयार होगा

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग 1**प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला**

उपनिवेशक सदर प्रधान प्रधानमराज क्रम 2023018008843

आवेदन संख्या : 202300890006823

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2023-04-13 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम यशहर अव्वास नक्की

लेख का प्रकार विक्रम अनुबंध विवेद

प्रतिकाल की धनराशि 0 / 29876613.00

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5. कमीशन शुल्क

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7. आतिक भत्ता

1 से 6 तक का योग 298930

शुल्क चमूल करने का दिनांक 2023-04-13 00:00:00

दिनांक जब नेत्र प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2023-04-13 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



2240/23

e-Stamp

ACC Name-Salyendra Prakar

ACC Add 67/13 Sudurkhana

ACC Code-UP141448904, License No. 1448904

Tehsil & District-Sadar, Prayagraj

₹8,85,750

Certificate No.

IN-UP84242301575905V

Certificate Issued Date

13-Apr-2023 09:04 PM

Account Reference

NEWIMRACO (SV) Up141448904/ PRAYAGRAJ SADAR/ UP-AHD

Unique Doc. Reference

SUBIN_UPUP14144890458800541846471V

Purchased by

Ms SAI DHAM APPARTMENTS

Description of Document

Article 6 Agreement or Memorandum of an agreement

Property Description

FREEHOLD PLOT NO.26-A AND HOUSE NO.40 - S.N.MARG
PRAYAGRAJ MORE DETAIL AS PER DEED

Consideration Price (Rs.)

MAZHAR ABBAS NAQVI AND AZHAR ABBAS NAQVI AND OTHER

First Party

Ms SAI DHAM APPARTMENTS

Second Party

Ms SAI DHAM APPARTMENTS

Stamp Duty Paid By

8,85,750

Stamp Duty Amount(Rs.)

(Eight Lakh Eighty Five Thousand Seven Hundred And Fifty only)

सत्यमेव जयते

₹8,85,750



IN-UP84242301575905V

Please write or type below this line

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JD 0030768697

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.schiestamp.com or using e-Stamp Mobile App of Stock Holding.
- Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.





e-Stamp

ACC Name: Satyendra Prakash
ACC Add: 57/13 Sutarkhana
ACC Code: UP141446904, License No: 001
Tehsil & District: Sadar, Prayagraj
Date: 18/04/2023

Certificate No.

IN-UP84234896010292V

Certificate Issued Date

13-Apr-2023 09:00 PM

Account Reference

NEWIMPCO (SV) / up14148904/ PRAYAGRAJ SADAR/ UP-AHD

Unique Doc. Reference

SUBIN-UPUP1414890458809571234870V

Purchased by

MAZHAR ABBAS NAQVI

Description of Document

Article 5 Agreement or Memorandum of an agreement

Property Description

FREEHOLD PLOT NO.26-A AND HOUSE NO.40 S.N.MARG
PRAYAGRAJ MORE DETAIL AS PER DEED

Consideration Price (Rs.)

MAZHAR ABBAS NAQVI AND AZHAR ABBAS NAQVI AND OTHER

First Party

Ms SAI DHAM APPARTMENTS

Second Party

MAZHAR ABBAS NAQVI AND AZHAR ABBAS NAQVI AND OTHER

Stamp Duty Paid By

5,97,875

Stamp Duty Amount(Rs.)

(Five Lakh Ninety-Seven Thousand Eight Hundred And Seventy Five only)

सत्यमेव जयते

5,97,875 ₹ 5,97,875 ₹ 5,97,875 ₹ 5,97,875 ₹ 5,97,875 ₹

25,97,875



IN-UP84234896010292V

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Mazhar - Dan

JD 0030768695

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at www.stampstamp.com or using e-Stamp Mobile App of Stock Holding.
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- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.





INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

ACC Name-Satyendra Prakash Chaurasia
ACC Add-57/13 Sarukhane, Noida, UP
ACC Code-UP141418904, License No. 545
Tehsil & District Noida, Uttar Pradesh, India

Certificate No.	IN-UP84239067440164V	Tehsil & District: UP/07/07
Certificate Issued Date	13-Apr-2023 03:02 PM	
Account Reference	NEWIMRACQ (SV)Up14148904/PRAYAGRAJ SADAR/ UP-AHD	
Unique Doc. Reference	SUBIN-UPUP1414890458867025430035V	
Purchased by	AZHAR ABBAS NAQVI	
Description of Document	Article 5 Agreement or Memorandum of an agreement	
Property Description	FREEHOLD PLOT NO 26-A AND HOUSE NO.40 S.N.MARG PRAYAGRAJ MORE DETAIL AS PER DEED	
Consideration Price (Rs.)		
First Party	MAZHAR ABBAS NAQVI AND AZHAR ABBAS NAQVI AND OTHER	
Second Party	Ms. SAI DHAM APPARTMENTS	
Stamp Duty Paid By	MAZHAR ABBAS NAQVI AND AZHAR ABBAS NAQVI AND OTHER	
Stamp Duty Amount(Rs.)	5,97,875 (Five Lakh Ninety Seven Thousand Eight Hundred And Seventy Five	

सत्यमेव जयते

5,97,875



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IN-UP84239067440164V

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JD 0030768696

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

Acc Name: Akash Jaiswal Acc. Code: UP14109804
Add: 1/1B M.Z.H.R. Katra, Prayagraj
Mobile: 7568704125
License No. 005
Tehsil & Distric-Cadar, Prayagraj

e-Stamp

Certificate No.

: IN-UP56415531435762T

Certificate Issued Date

: 04-Dec-2021 12:51 PM

Account Reference

: NEWIMPACC (SV)/ up14109804/ ALLAHABAD/ UP-AHD

Unique Doc. Reference

: SUBIN-UPUP1410980402324327777261T

Purchased by

: MS SAI DHAM APARTMENTS

Description of Document

: Article 5 Agreement or Memorandum of an agreement

Property Description

: Freehold Plot No.26-A And House No.40, S.N Marg Prayagraj More Detail As Per Deed

Consideration Price (Rs.)

:

First Party

: MAZHAR ABBAS NAQVI AND AZHAR ABBAS NAQVI

Second Party

: MS SAI DHAM APARTMENTS

Stamp Duty Paid By

: MS SAI DHAM APARTMENTS

Stamp Duty Amount(Rs.)

: 10,000

(Ten Thousand only)



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.....

Mazhar A.

KC 0004318820

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.stampstamp.com or using E-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the concerned authority.



*All photo attested
10-04-23*

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement is made on this 12th day of April 2023, being printed on E-stamp No. IN-UP56415531435762T Dated 04-12-2021 of Rs. 10,000/-, E-stamp No. IN-UP84239067440164V Dated 13-04-2023 of Rs. 5,97,875/-, E-stamp No. IN-UP84234896010292V Dated 13-04-2023 of Rs. 5,97,875/- and E-stamp No. IN-UP84242301575905V Dated 13-04-2023 of Rs. 8,85,750/-.

By and Between

1. **Shri Mazhar Abbas Naqvi** s/o Late Ali Zuhad Naqvi, holding PAN- **ADIPN9153E** and Aadhar No. **7137 4431 4644** and Mobile No. **9305665202** profession- Business permanent resident of 40, Sarojini Naidu Marg, Prayagraj for himself and as power of Attorney holder of **Mrs Nikhat Zahra Naqvi** Daughter of Late Ali Zuhad Naqvi, holding PAN- **ASDPN4708R** and Aadhar No. **2328 1181 7762** and Mobile No. **7976612433** profession – Housewife, permanent resident of 40, Sarojini Naidu Marg, Prayagraj and presently residing at K 41, Krishnapuri, nahri ka naka, Jaipur Rajasthan – 302016 vide power of Attorney dated **24-09-2021** registered with Sub-registrar Sadar-I in Bahi. No. 4 Zild No. 545 in pages 171 to 182 at serial no. 510 dated 24-09-2021.
2. **Shri Azhar Abbas Naqvi** s/o Late Ali Zuhad Naqvi, holding PAN- **ARGPN5694J** and Aadhar No. **5645 4021 1951** and Mobile No. **9415216828** profession- Business permanent resident of 40, Sarojini Naidu Marg, Prayagraj for himself and as power of Attorney holder of **Mrs Farhat Zahra Naqvi** Daughter of Late Ali Zuhad Naqvi, holding Passport No. **G2774101** profession- Housewife, permanent resident of 40, Sarojini Naidu Marg, Prayagraj and presently residing at Apartment No. 7250, 8401- Memorial Lane, Plano, Texas, USA Pin Code: 75024 vide power of attorney dated **07/10/2021** and certified vide Apostille certificate No. 12241870 dated 22-10-2021 and stamped Rs. 100/- by challan No. KT00015 dated 29-11-2021 by ADM (FR) in

Case No. D202102030007446 Azhar Abbas Naqvi Vs State Of UP, u/s 31/18 Indian Stamp Act dated 29-11-2021.

(Hereinafter, collectively referred to as "**The Land Owners**" 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 Appartments, a partnership firm duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principal place of business at 12/16, Mayo Road, Prayagraj and its PAN is **ABNFS4134P** represented by its one of the partner & authorized signatory (Authorisation annexed in Annexure-2) **Shri Rajesh Kumar Gupta [Aadhar No.4643 4162 7587, PAN- CWXPG4727P and Mobile No. 9415218553] Son of Shri R. P. Gupta, Resident of 21/19, Mayo Road, Prayagraj-211001.**

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

Whereas the lease deed executed between the Governor of Uttar Pradesh and **Late Ali Zuhad Naqvi S/o Late Ali Amjad Naqvi, Shri Mazhar Abbas Naqvi, Shri Azhar Abbas Naqvi both sons of Shri Ali Zuhad Naqvi, Mrs. Nikhat Zahra Naqvi, Miss Farhat Zahra Naqvi both daughters of Shri Ali Zuhad Naqvi** vide lease deed dated 29.04.1993 and registered with Sub-registrar Chayal, Allahabad now Sadar – I, Prayagraj in Book No. 1, volume no. 294, in pages 121 to 144 at serial No. 2699 is registered in the office of the Sub-registrar Chayal, Allahabad now Sadar – I, Prayagraj on dated 26.07.1993 for Nazul Plot No. 26-A, Sarojini Naidu Marg, Mauza Nasibpur Bakhtiyara, Allahabad and having Nagar Nigam House No. 40, Sarojini Naidu Marg, Allahabad whose entire area was 1 acre 868 square yards or 4772.45 square meters was from 10.03.1988 for a period of 30 years i.e. upto 09.03.2018 and out of the said land, and after deducting the area of the drain on the western side of the plot of 142.13 square meters and as per the master plan or the widening of the Muir road, 335.55 square meters of land, and 91.97 square meters for the widening of Sarojini Naidu Marg, a total of 569.65 square meters has been acquire by government for road widening and the remaining land area i.e. 4202.80 square meters was converted into Freehold Rights vide Freehold Deed 23-11-2004 registered with sub-registrar Sadar in Bahi No. 1 Zild No. 4815 in pages 29 to 60 at serial No. 12972 on 16-12-2004 over the Nazul Plot No. 26, Sarojini Naidu Marg Allahabad and now Freehold Nazul Plot No. 26-A, Sarojini Naidu Marg, Mauza Nasibpur Bakhtiyara, Allahabad and having Nagar Nigam House No. 40, Sarojini Naidu Marg, Allahabad now Prayagraj for land area 4202.80 sq. meters in favour of **Shri Ali Zuhad Naqvi S/o Late Ali Amjad Naqvi, Shri Mazhar Abbas Naqvi, Shri Azhar Abbas Naqvi all son of Shri Ali Zuhad Naqvi, Mrs. Nikhat Zahra Naqvi, Miss Farhat Zahra**

For Sai Dham Appartments
Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

विक्राय अनुबंध विलेख (विल्डर)

बही सं: 1

रजिस्ट्रेशन सं: 2248

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 2091500 बाजारी मूल्य- 29876613 पंजीकरण शुल्क- 298770 प्रतिलिपिकरण शुल्क- 160 योग: 298930

श्री मङ्गहर अब्बास नकवी
पुत्र श्री स्व. अली जुहाद नकवी M. A. J.
व्यवसाय: व्यापार
निवासी: 40, सरोजनी नायडू मार्ग, प्रयागराज



ने यह लेखपत्र इस कार्यालय में दिनांक 13/04/2023
एवं 03:56:07 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

चतुर्भुज कुमार नियमित
उप निबंधक सदर प्रधम

प्रयागराज
13/04/2023

संतोष कुमार नियमित
निबंधक लिपिक
13/04/2023



Naqvi All daughter of Shri Ali Zuhad Naqvi all residents of 40, Sarojini Naidu Marg, Tehsil Sadar, Allahabad.

Whereas Shri Ali Zuhad Naqvi died on 09.11.2013 certified vide death certificate No. 218501 dated 16-7-2015 issued by Lucknow Municipal Corporation leaving behind Mrs Nahid Zahra Naqvi his wife and Shri Mazhar Abbas Naqvi, Shri Azhar Abbas Naqvi all sons of Shri Ali Zuhad Naqvi and Mrs. Nikhat Zahra Naqvi, Miss Farhat Zahra Naqvi all daughters of Shri Ali Zuhad Naqvi certified vide Family Member's Certificate No. 4531901808 dated 26-09-2015 issued by Tehsildar Sadar Allahabad.

Whereas Mrs Nahid Zahra Naqvi also died on 09.01.2020 and now only Shri Mazhar Abbas Naqvi, Shri Azhar Abbas Naqvi all sons of Late Ali Zuhad Naqvi and Mrs. Nikhat Zahra Naqvi, Mrs Farhat Zahra Naqvi all daughters of Late Ali Zuhad Naqvi and all residents of 40, Sarojini Naidu Marg, Tehsil Sadar, Allahabad and now Prayagraj-211001 are the absolute owners in possession of Freehold Nazul Plot No. 26-A, Sarojini Naidu Marg, Mauza Nasibpur Bakhtiyara, Allahabad and having Nagar Nigam House No. 40, Sarojini Naidu Marg, Allahabad now Prayagraj for land area 4202.80 sq. meters more fully described at the end of this deed and marked by red lines in the annexed map.

Whereas in the year 2006 Shri Ali Zuhad Naqvi had entered into an unregistered agreement dated 01-04-2006 with Sayeedur Rab for development of a Group Housing Scheme over the said Freehold Nazul Plot No. 26-A, Sarojini Naidu Marg, Mauza Nasibpur Bakhtiyara, Allahabad and having Nagar Nigam House No. 40, Sarojini Naidu Marg, Allahabad now Prayagraj for land area 4202.80 sq. meters and to give that effect he had also applied for sanction of map for Group Housing Scheme with Allahabad Development Authority (ADA) and now Prayagraj Development Authority (PDA) and ADA sanctioned the map for the proposed Group Housing Scheme vide Building Permit No. 31/ZONE-3/UP-678/MU.BH.LI./2005-06 dated 31-05-2006 for a period of five + three years valid upto 31-5-2014 to construct a group housing scheme in form of three blocks A, B and C and as per the **sub para no. B of para no. 3** of the aforesaid unregistered agreement he (**Sayeedur Rab**) has to complete the aforesaid three block (Block A, B, C) in three years but three years later, only 2 blocks namely A and B were constructed with some unauthorized portion and since the time of that understanding had passed but upon the request of Sayeedur Rab, Shri Ali Zuhad Naqvi executed another agreement dated 07-08-2013 for a period of one and half years and extended the agreement upto 05-04-2015 and also submitted a compounding map for the Blocks A and B and the compounding map was approved vide demand note No. 11/Pra.Aa-Bhavan/Zone-1/2011-12 dated 31-12-2014 but the compounding maps have not been released. And the PDA had also sealed the said Block A, B and C vide its order dated 11-02-2015 and again sealed on 29-07-2015 as it was being constructed after the expiry of the sanctioned map date and without revalidation/revision.

For Sai Dham Appartments

Authorized Signatory



Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi



Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

बही सं: ।

रजिस्ट्रेशन सं: 2248

वर्ष: 2023

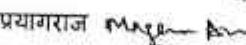
निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु
पलेखानुसार उक्त

विक्रेता: ।

श्री मझहर अब्बास नक्की, पुत्र श्री स्व०

अली जुहाद नक्की

निवासी: 40, सरोजनी नायडू मार्ग,

प्रयागराज 

व्यवसाय: व्यापार



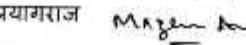
विक्रेता: 2

श्री निखत जहरा नक्की के द्वारा

मझहर अब्बास नक्की, पुत्र श्री स्व०

अली जुहाद नक्की

निवासी: 40, सरोजनी नायडू मार्ग,

प्रयागराज 

व्यवसाय: व्यापार



विक्रेता: 3

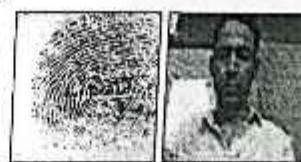
श्री अजहर अब्बास नक्की, पुत्र श्री स्व०

अली जुहाद नक्की

निवासी: 40, सरोजनी नायडू मार्ग,

प्रयागराज

व्यवसाय: व्यापार



विक्रेता: 4

श्री फरहत जैहरा नक्की के द्वारा

मझहर अब्बास नक्की, पुत्र श्री स्व०

अली जुहाद नक्की

निवासी: 40, सरोजनी नायडू मार्ग,

प्रयागराज

व्यवसाय: व्यापार



क्रेता: ।



And now PDA has also sealed the Fully Constructed Blocks A and B for non-issuance of Completion certificate and had also passed a demolition order dated 14-10-2015 for demolition of the partly constructed Block C upto the upper ground floor.

The Land Owners are desirous of completing the Group Housing Project and also get the compounding maps released and to the completion certificate thereafter and since the previously sanctioned map has expired and C Block is yet to be constructed and also get the revised maps sanctioned to achieve the balance FAR for the total Plot of Land.

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

AND WHEREAS the above named Developer through its partner and authorized signatory, Rajesh Kumar Gupta approached the land owners with the idea of construction of the multi storied Group Housing Complex C Block on the said property and offered its assistance in completing the Group Housing Project and also get the compounding maps released for the A and B Block and obtain the completion certificate thereafter for the A and B Block at the cost of the First Party Land Owner(s). And also get the revised maps sanctioned for the C Block to achieve the balance FAR as well the permissible purchasable FAR for the total land area of 4202.80 sq. meters prepared as per the applicable laws and thereafter approved by Prayagraj Development Authority, Prayagraj at its own persuasion, cost and expenses in respect of the said property being Freehold Nazul Plot No. 26-A, Sarojini Naidu Marg, Mauza Nasibpur Bakhtiyara, Allahabad and having Nagar Nigam House No. 40, Sarojini Naidu Marg, Allahabad-211001 now Prayagraj for land area 4202.80 sq. meters.

Further, in accordance with the Oral Family Arrangement between Shri Mazhar Abbas Naqvi, Shri Azhar Abbas Naqvi all sons of Late Ali Zuhad Naqvi, Mrs. Nikhat Zahra Naqvi, Mrs Farhat Zahra Naqvi all daughters of Late Ali Zuhad Naqvi and all residents of 40, Sarojini Naidu Marg, Tehsil Sadar, Allahabad and now Prayagraj-211001, the said share in Block C on the project property came to be owned/held by them after giving the due shares of Mrs. Nikhat Zahra Naqvi, Mrs Farhat Zahra Naqvi all daughters of Late Ali Zuhad Naqvi in the already constructed Block A and B and they have also granted their NOC in this regard and to avoid any future dispute they have also given their power to attorney to their brothers respectively to sign on all the necessary papers in this regard. The revised share among the land owners in Block C to be constructed shall be as per the following ratio: -

1. Shri Mazhar Abbas Naqvi:	50.00 %;
2. Shri Azhar Abbas Naqvi:	50.00 %;

AND WHEREAS the land owners placing reliance on the representations and warranties and covenants provided by the Developer under this Agreement, agreed and accepted the proposal of the Developer and accordingly the Developer shall pursue the

For Sai Dharam Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

श्री मेसर्स साईधाम अपार्टमेंट के द्वारा
राजेश कुमार गुप्ता, पुत्र श्री आर पी
गुप्ता
निवासी: 21/19, म्यॉर्ड, प्रयागराज
व्यवसाय: व्यापार,



ने निष्पत्र संकेत किया। जिनकी पहचान
पहचानकर्ता:

श्री देवेश कुमार श्रीवास्तव, पुत्र श्री
स्वरूप किशोर श्रीवास्तव

निवासी: 209D/R/9M, कालिंदीपुरम,
प्रयागराज

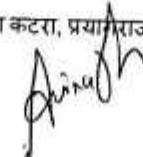
व्यवसाय: नौकरी

पहचानकर्ता: 2



श्री अविनाश जायसवाल, पुत्र श्री प्रेम
जायसवाल

निवासी: 427, पुराना कटरा, प्रयागराज
व्यवसाय: नौकरी





रजिस्ट्रीकरण संकेतकारी के हस्ताक्षर

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

टिप्पणी:

चतुर्भुज कुमार गुप्ता
उप निबंधक: 13/04/2023

प्रयागराज

13/04/2023

संतोष कुमार नियमित
निबंधक लिपिक प्रयागराज
13/04/2023



pending compounding map approval on the cost of the land Owners and completion thereafter also on the cost of the Land Owners and shall also get the revised maps sanctioned from P.D.A. on its own cost and expenditure but the cost of the purchasable FAR and shelter Fees shall be borne by the Land Owners and the Developer in Ratio 50:50.

AND WHEREAS the Developer has also applied with Prayagraj Development Authority, Prayagraj for the approval of revised maps for the proposed construction for the C Block for the balance regular FAR of 2.5 as per the UP Government's new affordable Housing Policy and shall also purchase the purchasable FAR from the authority as per the present building bye-laws.

AND WHEREAS in furtherance of the unregistered **Joint Development Agreement (JDA)** dated 04-12-2021 printed on Non Judicial Stamp of Rs. 100/- and executed between the parties, the Land Owners have agreed to grant, transfer, convey and assign to the 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 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, direction, directive, guideline, requirement, license, rule of common law, order, decree, judgment, or any restriction or condition including any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of any Authority having jurisdiction over the matter in question including but not limited to Real Estate (Regulation and Abolition) Act, 2016 and the rules framed thereunder.

(1.1.b) **“Agreement/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 from time

For Sal Dham Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

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 (defined hereunder), obtained and/or to be obtained in respect of the development/ and construction of the Project (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan for the commencement of the development and construction on the Project Land including without limitation environmental clearances, temporary and permanent power connection, completion/occupancy certificates and all other approvals and/or permissions from any other statutory or governmental authority whether state or central,) required for purposes of commencing construction and development activity, solely at the cost of the Developer;

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

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

(1.1.f) "**Consideration**" shall mean the consideration payable to the Land Owners pursuant to this Agreement being the Land Owners BUA under the Area Share Arrangement as detailed under Clause 12;

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

(1.1.g.i) the transformation and/or change caused to take place in the Project, the Project Land which includes (i) design, (ii) obtaining approvals and (iii) carrying out any construction

For Sai Dham Apartments
Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

activity prior to utilizing the FAR available (including purchasable FAR and/or compoundable FAR) to the extent possible on the Project and utilizing the FAR available (including purchasable FAR and/or compoundable FAR) to the extent possible on the Project Land for construction of the Project on the Project Land;

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

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

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

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

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

(1.1.h.i) enter upon, deal and take possession of the Project Land 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 Land or any part thereof;

(1.1.h.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.h.iii) to carry out all the infrastructure and related work/ constructions for the Project, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, firefighting equipment and facilities and all other common areas and facilities for the total built up

For Sai Dham Apartments

Authorized Signatory

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area to be constructed on the Project Land as may be required by any Approvals, layout plan, or order of any Authority;

(1.1.h.iv) to launch the Project;

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

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

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

(1.1.h.viii) obtain Completion / occupation Certificate, and all necessary Approvals and permissions in respect of the Project or any part thereof; and

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

(1.1.i) **“Developer’s BUA:** shall mean the Developer’s BUA as set out in clause 13 hereunder and marked in Annexure 3;

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

(1.1.k) **“Land Owners’ BUA”** shall mean the Land Owner’s BUA as set out in clause 13 hereunder and marked in Annexure 3;

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

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

For Sai Dham Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
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(1.1.m) "Project/Multi Storied Group Housing Complex" shall mean and refer to the development and construction of the C Block only, using the Development Rights granted here under and FAR and shall include purchasable FAR and/or the compoundable FAR allowable by the Authority in accordance with the applicable Laws, approved building plans, along with all common areas, facilities and amenities;

(1.1.n) "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 third party costs to be incurred by and on behalf of the Developer for the Project i.e. Block C only, interest paid/ payable to any banks/ financial institutions for any loans, finance and/ or credit facilities, which the Developer may avail for the purpose of the Project, the cost of site development charges, landscaping/ hardscaping expenses, all approval related cost, manpower and administrative overheads for design development, project management and construction, other overheads and all incidental cost for the Project (including contingencies) including fees payable to architect, engineers, contractors, staff and workmen and any other consultants or other payments (including statutory dues to workmen, employees, etc.). Except the charges payable to the authority by way of compounding FAR and/or purchasable FAR charges and shelter fees for not constructing the compulsory EWS and LIG which shall be shared by the Land Owners and The Developers in ratio 50:50.

(1.1.o) "Sanctioned Plan" means the plan with respect to the Project, which shall be approved / renewed/ revalidated by the Authority

(1.1.p) "Project Land" shall mean the freehold contiguous land admeasuring approximately for the area ~~4202.80 Sq. Mtrs.~~ with all rights attached thereto, situated at Freehold Nazul Plot No. 26-A, Sarojini Naidu Marg, Mauza Nasibpur Bakhtiyara, Allahabad and having Nagar Nigam House No. 40, Sarojini Naidu Marg, Allahabad-211001 now Prayagraj-211001 Uttar Pradesh, as more particularly described and depicted in Schedule 1 along with any easements, right of way, access road incidental to the said Project Land;

(1.1.q) "Total BUA" means the entire BUA of the Block C in the Project as per the maps annexed with this agreement;

a. **Interpretation**

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

- (a.1.a.i) reference to the singular includes a reference to the plural and vice versa.
- (a.1.a.ii) reference to any gender includes a reference to all other genders.

For Sai Dham Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

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

(a.1.a.iv) reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation and shall include any amendments and the rules/regulations framed thereunder; and

(a.1.a.v) reference to any Clause, Section, Schedule, Annexure or Appendixes, if any, shall be deemed to be a reference to any Clause, a Section, Schedule, Annexure, or appendix of or to this Agreement.

1.a.2 The use of the word "including" followed by a specific example(s) in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.

1.a.3 The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.

1.a.4 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2. That the Land Owners hereby declare that the Project Land is collectively owned and possessed by the Land Owners in their respective shares and is free from all encumbrances.

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

a. That pursuant to the unregistered J.D.A. the second party Developer has got the compounding maps sanctioned and approved vide permit No. 101/Pra Aa.(Bhawan)/Zone-1/Shaman/2011-12 dated 28-01-2022 and have also applied for the completion certificate vide application No. dated and have also applied for the fresh sanction of Block C and have obtained the online provisional sanction vide email dated 01/12/22 vide file no. PDA/BP/22-23/0354 applied on 05/08/2022 and obtained the following NOC's:

- The Nagar Nigam Prayagraj NOC for the Project has been accorded by the Permit No.735/NOC/STCB/17 dated 20.02.2023.
- Jal Nigam Prayagraj NOC has been accorded by the Permit No. D/220/Jalkalvibhag/janchdal/22-23 dated 05.01.2023.

For Sai Dharm Apartments

Authorized Signatory



Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi



Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

- The Superintendent of Police (Traffic) Prayagraj NOC has been accorded by the Permit No. ST/SPT/NOC (41)/2021 dated 08 February 2023.

And in process of obtaining the Fire NOC for the final sanction/approval of the proposed maps for the proposed C Block with the approved ground coverage of 461.13 Sq. meters.

- b. That in pursuant of the para no. "3" sub para "a" of the aforesaid Joint Development agreement dated 04-12-2021 the Developer have paid to the Landowner namely **Shri Mazhar Abbas Naqvi** a sum of Rs. 56,75,000.00 (Rupees Fifty Six Lakhs Seventy Five Thousands only) as non-interest bearing refundable/adjustable security, the Landowner namely **Shri Mazhar Abbas Naqvi** acknowledges the receipt of the same as per the followings: -

- I. Rs. 10,00,000.00 (Rupees Ten Lakhs Only) vide Cheque No. 005090 dated 30-08-2021 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- II. Rs. 2,00,000.00 (Rupees Two Lakhs Only) vide Cheque No. 004991 dated 29-11-2021 through R.T.G.S. Reference No. HDFCR52021112980317660 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- III. Rs. 18,00,000.00 (Rupees Eighteen Lakhs Only) vide Cheque No. 005002 dated 04-12-2021 through R.T.G.S. Reference No. HDFCR52021120481655261 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- IV. Rs. 1,00,000.00 (Rupees One Lakhs Only) vide Cheque No. 005148 dated 07-12-2022 through N.E.F.T. Reference No. N341222236935144 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- V. Rs. 3,00,000.00 (Rupees Three Lakhs Only) vide Cheque No. 005213 dated 15-02-2023 through R.T.G.S. Reference No. HDFCR52023021583153417 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- VI. Rs. 5,97,875.00 (Rupees Five Lakhs Ninety Seven Thousands Eight Hundred Seventy Five Only) vide Cheque No. 005610 dated 11-04-2023 through R.T.G.S. Reference No. HDFCR52023041197656517 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.

For Sai Dham Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

VII. Rs. 5,00,000.00 (Rupees Five Lakhs Only) vide Cheque No. 005605 dated 10-04-2023 through R.T.G.S. Reference No. HDFCR52023041097268640 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.

VIII. Rs. 6,75,000.00 (Rupees Six Lakhs Seventy Five Thousands Only) vide Cheque No. 005604 dated 10-04-2023 through R.T.G.S. Reference No. HDFCR52023041097264230 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.

IX. Rs. 5,02,125.00 (Rupees Five Lakhs Two Thousands One Hundred Twenty Five Only) vide Cheque No. 005612 dated 12-04-2023 through R.T.G.S. Reference No. HDFC52023041298042988 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.

c. That in pursuant of the para no. "3" sub para "a" of the aforesaid Joint Development agreement dated 04-12-2021 the Developer have paid to **the Landowner namely Shri Azhar Abbas Naqvi** a sum of Rs. 56,75,000.00 (Rupees Fifty Six Lakhs Seventy Five Thousands only) as non-interest bearing refundable ~~adjustable~~ security, **the Landowner namely Shri Azhar Abbas Naqvi** acknowledges the receipt of the same as per the followings: -

- I. Rs. 10,00,000.00 (Rupees Ten Lakhs Only) vide Cheque No. 005091 dated 26-08-2021 from HDFC Bank Ltd, Civil Lines Branch, Prayagraj.
- II. Rs. 1,00,000.00 (Rupees One Lakhs Only) vide Cheque No. 004984 dated 12-11-2021 through N.E.F.T. Reference No. N316211711558356 from HDFC Bank Ltd, Civil Lines Branch, Prayagraj.
- III. Rs. 29,125.00 (Rupees Twenty Nine Thousands One Hundred Twenty Five Only) vide Cheque No. 004985 dated 16-11-2021 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- IV. Rs. 35,225.00 (Rupees Thirty Five Thousands Two Hundred Twenty Five Only) vide Cheque No. 005004 dated 07-12-2021 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- V. Rs. 18,25,650.00 (Rupees Eighteen Lakhs Twenty Five Thousands Six Hundred Fifty Only) vide Cheque No. 005001 dated 04-12-2021 through R.T.G.S. Reference No. HDFCR52021120481657603 from


 A photograph of a document page showing several handwritten signatures and a circular stamp. The signatures are in black ink and appear to be in cursive script. One signature is located at the top left, another is in the center, and a third is on the right. Below the signatures is a circular green stamp with some text that is not clearly legible. The background of the image is a light-colored paper.

H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.

- VI. Rs. 42,296.00 (Rupees Forty Two Thousands Two Hundred Ninety Six Only) vide Cheque No. 005418 dated 09-11-2022 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- VII. Rs. 2,00,000.00 (Rupees Two Lakhs Only) vide Cheque No. 005561 dated 22-03-2023 through R.T.G.S. Reference No. HDFCR5202303229227183 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- VIII. Rs. 5,97,875.00 (Rupees Five Lakhs Ninety Seven Thousands Eight Hundred Seventy Five Only) vide Cheque No. 005609 dated 11-04-2023 through R.T.G.S. Reference No. HDFCR52023041197649168 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- IX. Rs. 7,00,000.00 (Rupees Seven Lakhs Only) vide Cheque No. 005603 dated 10-04-2023 through R.T.G.S. Reference No. HDFCR52023041097259778 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- X. Rs. 6,75,000.00 (Rupees Six Lakhs Seventy Five Thousands Only) vide Cheque No. 005602 dated 10-04-2023 through R.T.G.S. Reference No. HDFCR52023041097245487 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- XI. Rs. 1,00,000.00 (Rupees One Lakhs Only) vide Cheque No. 005606 dated 10-04-2023 through R.T.G.S. Reference No. N100232410997085 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.
- XII. Rs. 3,69,829.00 (Rupees Three Lakhs Sixty Nine Thousands Eight Hundred Twenty Nine Only) vide Cheque No. 005613 dated 12-04-2023 through R.T.G.S. Reference No. HDFCR52023041298044517 from H.D.F.C. Bank Ltd, Civil Lines Branch, Prayagraj.

d. All the payments made to the landowners or made to the authorities on account of the landowners by the Developer for the purposes of getting the compounding maps released, and getting the completion certificate for Block A and B, payment of Landowners share for purchasable FAR and shelter fees, including non-interest bearing refundable/adjustable security shall create a charge on the project land as well as on the Landowners saleable BUA in the

A photograph showing a handwritten signature in black ink on the left, above two circular official seals. The seals are light-colored with dark borders and contain some text that is not clearly legible. There are also some small, dark marks or signatures above the main circular seals.

Block C till they are adjusted from the sale of the Landowners share. All the payments received by the landowners from the sale of their share of the saleable BUA in the block C shall first be used to clear the dues of the Developer over the land owners and only after that shall be given to the land owners. Presently in this agreement the landowners have surrendered to the builder an extra area of 1389.36 sq. feet to meet out the expenses regarding the compounding map approval, obtaining of the completion certificate and towards the upfront advances received from the Developer. If the area surrendered is less than land owners shall complete the adjustments at the time of completion of the block C and if the area surrendered is more the developer shall pay to the land owners.

- e. 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 Land for Development of the Block C in 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 Agreement.
- f. The Developer shall, at its own costs and expenses, carry out the development, construction, marketing and sale of the Block C in 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 for by the Developer alone. All finances required for the execution of the Project shall be the sole responsibility of the Developer except the payment of the purchasable FAR and the shelter fees which shall be shared by the Land owners and the Developer in ratio 50:50.

4. The Parties hereby confirm that, the Land Owners have already handed over the vacant, peaceful and exclusive possession of the Project Land to the Developer solely for the purpose of the Development of the Project, as per the terms hereof, and the Developer has entered the Project Land for the purpose of Developing and constructing the Block C in the Project and for marketing, selling, executing and implementing the Project, as per the terms of this Agreement.

For Sai Dham Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

5. That the Developer had already submitted to the Prayagraj Development Authority the proposed plan for the Project and have obtained sanction of Block C and have obtained the online provisional sanction vide email dated 01/12/22 vide file no. PDA/BP/22-23/0354 applied on 05/08/2022 and is in the process of obtaining the various NOC's from the departments for the final sanction/approval of the proposed maps for the proposed C Block with the approved ground **coverage of 461.13 Sq. meters.**
6. That the Developer shall develop and construct the aforementioned Multi Storey Group Housing Complex strictly as per Sanctioned Plan at its own cost and investment. It is made clear that the Land Owner shall at no point of time make any investment in respect of the construction or development of the Multi Storey Complex and all the liabilities in respect of the Complex shall be exclusively of the Developer. Except the Purchasable FAR, shelter fees which shall be borne by the Land Owners and the Developer in ration 50:50.
7. That if any further permissible additional/purchasable F.A.R. is available should it shall be purchased/ by the Developer at the cost and expenses to be shared by the Land Owners and the Developer in ration 50:50. However, the developed area against additional/purchasable F.A.R. purchased by the Developer shall be shared by the Land Owners and the Developer in ratio 50:50.
8. That the Land Owners shall assist the Developer in obtaining various NOCs and clearances required for construction of **Block C** of Multi Storied Group Housing 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 Block C in the Project, including obtaining all Approvals, mandatory licenses, sanctions from the concerned Authorities, submission of building plans thereof, financing, finalizing the designs, developing, pricing, phasing and constructing the Development of the Project.
10. 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.

11. Consideration-Area Share 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 upon completion of the

Mazhar Abbas Naqvi

For Sai Dham Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

Project as per the terms of this Agreement and in accordance with Approvals and applicable Laws, total saleable Built up Areas of the Block C along with its undivided Pro-rata land in the Project Land shall devolve and absolutely vest onto the parties to this Agreement which shall be distributed between the Land Owners and The Developer in ratio 50:50 of the Block C only in the following manner:-

(a.1.a.i) **Land Owner- Shri Mazhar Abbas Naqvi**

Flat No.	Floor	BHK	Built-up Area	Common Area	Super Built-Up Area
A-1	First Floor	3 BHK	1178.66	314.04	1492.70
B-1	First Floor	2 BHK	848.31	226.02	1074.33
C-1	First Floor	2 BHK	1025.92	273.34	1299.26
B-1	Fourth Floor	2 BHK	1018.81	242.09	1260.90
B-1	Sixth Floor	2 BHK	1018.81	242.10	1260.91
D-1	Sixth Floor	2 BHK	999.55	237.52	1237.07
C-2	Seventh Floor	2 BHK	1064.56	260.29	1324.85
B-1	Eight Floor	2 BHK	1018.70	242.08	1260.78
D-1	Eight Floor	2 BHK	999.22	237.45	1236.67
Flat and Area Allotted to Mazher Abbas Naqvi					11447.47

of Block C alongwith its prorata share in the Land also marked Green in Annexure (3).

(a.1.a.ii) **Land Owner- Shri Azhar Abbas Naqvi**

Flat No.	Floor	BHK	Built-up Area	Common Area	Super Built-Up Area
C-2	First Floor	2 BHK	996.85	265.60	1262.45
D-1	First Floor	2 BHK	994.59	265.00	1259.59
C-2	Second Floor	2 BHK	1119.05	265.99	1385.04
A-1	Fourth Floor	3 BHK	1351.96	321.25	1673.21
C-1	Fourth Floor	2 BHK	1169.94	278.00	1447.94
A-1	Sixth Floor	3 BHK	1351.96	321.26	1673.22
C-1	Seventh Floor	2 BHK	1136.46	277.87	1414.33
A-1	Eight Floor	3 BHK	1351.96	321.27	1673.23
C-1	Eight Floor	2 BHK	1170.26	278.09	1448.35
C-2	Eight Floor	2 BHK	1115.69	265.12	1380.81
Flat and Area allotted to Azher Abbas Naqvi					14618.17

of Block C along with its prorata share in the Land also marked Yellow in Annexure (3).

(a.1.a.iii) **Land Owner- Mrs. Nikhat Zahra Naqvi, Mrs Farhat Zahra Naqvi** shall not be receiving any areas in Block C as both the sisters have already received their mutual shares already in Block A and B and they are signing this deed to confirm their allotment of their shares to their brothers and avoid any future complications which has already been expressed and accepted in their power of Attorney's.

For Sai Dham Appartments
Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

(a.1.a.iv) **Developer – Sai Dham Appartments**

Flat No.	Floor	BHK	Built-up Area	Common Area	Super Built-Up Area
A-1	Second Floor	3 BHK	1350.45	321.00	1671.45
B-1	Second Floor	2BHK	1015.37	241.35	1256.72
C-1	Second Floor	2BHK	1172.85	278.78	1451.63
D-1	Second Floor	2BHK	996.53	236.87	1233.40
A-1	Third Floor	3 BHK	1395.55	341.15	1736.70
B-1	Third Floor	2BHK	847.13	207.08	1054.21
C-1	Third Floor	2BHK	1070.48	261.68	1332.16
C-2	Third Floor	2BHK	1045.18	255.50	1300.68
D-1	Third Floor	2BHK	1139.58	278.58	1418.16
C-2	Fourth Floor	2BHK	1115.69	265.11	1380.80
D-1	Fourth Floor	2BHK	999.65	237.54	1237.19
A-1	Fifth Floor	3 BHK	1395.55	341.21	1736.76
B-1	Fifth Floor	2BHK	849.60	207.73	1057.33
C-1	Fifth Floor	2BHK	1136.68	277.92	1414.60
C-2	Fifth Floor	2BHK	1064.56	260.28	1324.84
D-1	Fifth Floor	2BHK	1050.57	256.86	1307.43
C-1	Sixth Floor	2BHK	1169.94	278.01	1447.95
C-2	Sixth Floor	2BHK	1115.69	265.12	1380.81
A-1	Seventh Floor	3 BHK	1395.55	341.22	1736.77
B-1	Seventh Floor	2BHK	849.60	207.73	1057.33
D-1	Seventh Floor	2BHK	1050.57	256.87	1307.44
Area and Flat allotted to Developer Sai Dham Apartments					28844.36

of Block C along with its prorata share in the Land also marked Red in Annexure (3).

a. It is hereby expressly clarified that the respective portions of the Block C in the Project Land /Complex devolving and vesting in the parties, as per the above-mentioned area(s), attached as **Annexure 3** of this Agreement. It is specifically understood between the land owners and the Developer that the income(s) derived from the common areas as well as from the Joint ownership areas shall also be distributed/shared between the land owners and the Developer as per the percentage mentioned herein below:-

- (a.1.a) **Shri Mazhar Abbas Naqvi: 25% minus 3150.00 sq. feet to Azhar Abbas Naqvi.**
- (a.1.b) **Shri Azhar Abbas Naqvi: 25%; plus 3150.00 sq. feet from Mazhar Abbas Naqvi.**
- (a.1.c) **Developer: 50%.**

b. It is hereby clarified that the entire Land Owners BUA along with the undivided proportionate land 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 sale deed on the completion of the Project without any interference in any manner by the Developer. Likewise, the Developer BUA along with the proportionate

For Sai Dham Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

land 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 by the Developer shall at all times be in accordance with the RERA. It is further clarified that the Developer shall be entitled to take advance only to the extent of the Builders BUA as per Clause 11a, being the areas demarcated on the map annexed as Annexure 3.

- c. That it is further provided that the area as marked in Annexure 3 is only for the purpose of identification and the respective BUA shall vest absolutely onto the Developer and Land owners respectively only after the completion of the Block C in the Project, in accordance with the terms and conditions of this Agreement but both parties have the right to take advances and execute registered agreement to sell in favour of their prospective buyer as per the terms of RERA.
- 2. That the funds for development of aforementioned Project shall be arranged and borne by the Developer alone. In the event, the Developer avails of financial assistance in the 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 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 Land 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.
- 3. That the Developer shall complete the entire development of the Project in all respects, in accordance with applicable Laws and apply for the completion certificate for the same from the Prayagraj Development Authority within 30 (Thirty) months from the date of obtaining the R.E.R.A. registration of the aforesaid project from UPRERA, as per the sanctioned map/plan and the time period spent on obtaining the compounding approval(s) and/or approval for purchasable FAR shall not be counted towards the aforesaid duration of 30 (Thirty) months and further once the Developer has completed construction of the Project in accordance with the sanctioned map/plan then it shall be deemed that there is no delay/default, in any manner whatsoever, on the part of the Developer.

For Sai Dham Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

4. The Developer shall develop the Block C on Project Land in accordance with the applicable laws, rules and regulations and the specifications and as per the agreed provisions of this Agreement and the Approvals.
5. That it is specifically understood between the parties to this Developer 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 Developer agreement and does not in any manner whatsoever confer any right, title or interest of any sort in the Project Land in favour of the Developer, except to the extent of the Project cost and expenses (including interest thereon) already incurred by the Developer.
6. That the Block C of the aforesaid Project shall be deemed to be complete only on the date on which the Application for Project Completion is filed before the Prayagraj Development Authority, Prayagraj. The sole responsibility for obtaining the completion certificate and the occupancy certificate shall be of the Developer alone.
7. It is hereby agreed that the Developer shall complete the Project (i.e. apply for the completion certificate and the occupancy certificate in respect of the Project) within a period of 30 (Thirty) months from the date of obtaining the R.E.R.A. registration of the aforesaid project from UPRERA, however in the event, the Developer fails to complete the Project for any reason whatsoever within the aforesaid period of 30 (Thirty) months from the date of UPRERA registration, then the Developer shall be liable to pay to the Land Owners damages at the rate of Rs. 3,00,000/- (Rupees Three Lakhs only) per quarter (i.e. every 3 months) or part thereof for the period of delay. 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 Builders and as such is not in the nature of penalty.
8. That the Developer shall be responsible for the penalties payable to the Authorities that may arise for not completing the Project in time.
9. That the passage, common area and common amenities on all the floors of the Complex shall always be available for use of the Land Owners and Developer and their transferee(s) and their assignee(s) of the multi-storeyed complex.
10. That the Developer shall use best quality material for construction of the Complex and the Developer shall be solely responsible for any deficiency found later on upto a duration of 2 (Two) years. It is clarified that if there is any deficiency on the part of the supplier from whom the Developer had purchased in good faith or if there is any

For Sai Dham Apartments
Authorized Signatory

M A Z H A R N A Q V I
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Azhar Abbas Naqvi
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holder of Farhat Zahra Naqvi

deficiency in the quality of work done by any contractor/supplier to whom the work was assigned by the Developer in good faith, then the Developer shall not be responsible in respect of the same and the liability of the same shall be of the said supplier, contractor, etc.

11. 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) breach of the Developer's obligations, covenants and undertakings under this Agreement; *and* (ii) claims and/or action that may be initiated against the Land Owners on account of default attributable to the Developer (including any losses arising on account of construction/development of the Project).
12. That on and from the Project Completion Date (i.e. after application for completion certificate is submitted before Prayagraj Development Authority, Prayagraj) the maintenance of the said project (including common area(s), etc.) shall be done by the Resident Welfare Association created by Land Owners and Developer jointly. The Resident Welfare Association may handover maintenance liability to some agency and the profits arising therefrom shall be of the Resident Welfare Association.
13. That the Developer shall also be responsible and liable to fulfil obligations as required under all applicable laws including Real Estate (Regulation and Development) Act, 2016 and the rules/regulations framed thereunder. The Developer hereby expressly agrees that the 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 permits/approvals granted/applicable in respect of the Complex.
14. That in the event of any dispute(s) between the Landowner and the Developer arising out of this Agreement or in connection therewith, in respect of the Project, the same shall be referred for Arbitration to the Arbitrators appointed in accordance with the terms and conditions of this Agreement. In the event of any aforesaid dispute(s), the Landowner and/or the Developer, as the case may be, shall notify the other party through Speed Post/Email to appoint an arbitrator within 30 days from the date of sending the Speed Post/Email and shall itself to appoint an arbitrator within 30 days from the date of sending the Speed Post/Email. In the event either or both the Landowner and the Developer do not appoint the arbitrator(s) as per the terms and conditions of this Agreement, then the same shall be appointed by the Indian Council

For Sai Dham Apartments

Authorized Signatory


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himself and through attorney
holder of Nikhat Zahra Naqvi


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holder of Farhat Zahra Naqvi

for Arbitration on the behalf of the concerned party. In the event of disagreement between the aforesaid two arbitrators, they shall appoint another arbitrator as an umpire arbitrator. The aforesaid arbitrators shall decide the aforesaid dispute(s) within 3 (three) months of the date of their appointment. The decision of the aforesaid arbitrators shall be binding on the Landowners and the Developer. The provision of the Arbitration and Conciliation Act, 1996 shall be fully applicable to such Arbitration proceedings. The venue of arbitration shall be Prayagraj.

15. 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.

16. 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 or through Email address(es) given herein above. 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 and/or Email, on the date of delivery, (ii) in the case of mail delivery, on the date which is seven (7) days after the mailing thereof (subject to proof of acknowledgment of the receipt).

17. NO PARTNERSHIP OR AGENCY

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.

18. WAIVER

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

19. 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

For Sai Dham Apartments

Authorized Signatory

Mazhar Abbas

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

supplemental agreement shall be read conjointly to this Agreement and shall also be co-terminus with this Agreement.

20. **Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
21. 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.
22. That it is specifically mentioned and made clear that the construction or the reconstruction work shall not be stopped in any circumstances even during pendency of any arbitral or court proceeding. However, the Land Owners shall be entitled to see the development work is carried out as per sanctioned plan and use material of good quality. The Developer shall be liable to remove the defects pointed out by the Land Owners, subject to the approval of the Architect in accordance with the sanctioned map/plan. 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 Land.
23. It is clearly understood between the Parties that currently municipal taxes or levies which are payable with respect to the Project Land 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 built or un-built areas of the building or sale proceeds thereof are concerned.
24. The Landowners hereby severally represent that each of them; have full power to enter into this Agreement.
25. 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 its partners, (ii) do not violate or contravene any 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.

For Sai Dham Apartments

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Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

26. 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 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.

27. 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 Land and/or the Project/Complex. This clause will survive even after the termination of this Agreement.

28. 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 Land and has satisfied himself about the clear title of the Land Owners over the said property/Project Land.

29. That the electricity Bills shall be paid by the prospective buyers/owners of the various commercial areas 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.

30. The Developer hereby expressly agrees and undertakes that Mr. Rajesh Kumar Gupta, authorised signatory & partner of the Developer shall not retire/resign from the partnership firm till the Project Completion Date. 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.

31. That the expenses of this Agreement including payment of Stamp duty and Registration Fees etc. is to be borne equally by the Developer (i.e. 50%) and the Land Owners (i.e. 50%). The Expenses accrued on execution of this deed is **Rs. 23,91,500/-**

For Sai Dham Apartments

Authorized Signatory

Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi

Mazhar Abbas Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

(Rupees Twenty Three Lakhs ninety One Thousands Five Hundred Only) which is borne by parties accordingly:

- I. Rs. 5,97,875.00 (Rupees Five Lakhs Ninety Seven Thousands Eight Hundred Seventy Five Only) vide E Stamp No. dated 12-04-2023 has been paid by Mr. Mazher Abbas Naqvi.
- II. Rs. 5,97,875.00 (Rupees Five Lakhs Ninety Seven Thousands Eight Hundred Seventy Five Only) vide E Stamp No. dated 12-04-2023 has been paid by Mr. Azher Abbas Naqvi.
- III. Rs. 10,000.00 (Rupees Ten Thousands Only) vide E Stamp No. IN-UP56415531435762T Dated 04-12-2021, Rs. 8,85,750.00 (Rupees Eight Lakhs Eighty Five Thousands Seven Hundred Fifty Only) vide E Stamp No. dated 12-04-2023 and Rs. 3,00,000.00 (Rupees Three Lakhs Only) on a/c of Registration Fees total 11,95,750.00 (Rupees Eleven Lakhs Ninety Five Thousands Seven Hundred Fifty Only) has been paid by Sai Dham Apartments.

32. The intent, essence and purpose of this Agreement is to develop Block C on the Project Land and construct the Project in a timely manner in accordance with the sanctioned map/plan, in a manner which is beneficial to both the Landowners as well as the Developer.

33. 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.

DETAILS OF PROJECT LAND

Land Area 461.13 Sq. Meters beneath the Block - C to be constructed which will be the part of the multi storied Group Housing Complex Known as "Sona Apartments" constructed on Freehold Nazul Plot No. 26-A, Sarojini Naidu Marg, Mauza Nasibpur Bakhtiyara, Prayagraj (Allahabad) and having Nagar Nigam House No. 40, Sarojini Naidu Marg, Allahabad-211001 now Prayagraj also marked red in the annexed map and bounded as per the following:



East : 45.00 Meter Wide Sarojini Naidu Marg

West : Nala and Bungalow No. 2 Muir Road thereafter.

North : 24.00 Meter Wide Muir Road

South : Nazul Site No. 26, Sarojini Naidu Marg, Prayagraj

Valuation of Property for the purposes of payment of Stamp Duty:-

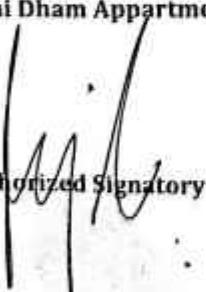
Property is situated on 45 Feet wide Road and it governed by V code No. 6 on page no. 35, according to collector's prescribed rate valuation as under: -

Land Area of Block - C	=	461.13 Sq. Meters X 58,900/-	=	2,71,60,557.00
Corner Charges	=	10% of Land Valuation	=	<u>27,16,056.00</u>
Total	=		=	<u>2,98,76,613.00</u>

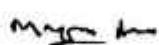
The valuation of total land is Rs. 2,98,76,613.00 and liability of Stamp is 20,91,390.00 say 20,91,500/-. The Stamp Duty of **Rs. 5,97,875.00 (Rupees Five Lakhs Ninety Seven Thousands Eight Hundred Seventy Five Only)** vide E Stamp Certificate No. IN-UP84239067440164V Dated 13-04-2023 through Azher Abbas Naqvi Stamp Duty of **Rs. 5,97,875.00 (Rupees Five Lakhs Ninety Seven Thousands Eight Hundred Seventy Five Only)** vide E Stamp Certificate No. IN-UP84234896010292V Dated 13-04-2023 through Mazher Abbas Naqvi, Stamp Duty **Rs. 10,000.00 (Rupees Ten Thousands Only)** vide E Stamp Certificate No. IN-UP56415531435762T Dated 04-12-2021 and **Rs. 8,85,750.00 (Rupees Eight Lakhs Eighty Five Thousands Seven Hundred Fifty Only)** vide E Stamp Certificate No. IN-UP84242301575905V Dated 13-04-2023 through Sai Dham Appartments.

For Sai Dham Appartments

Authorized Signatory



Mazhar Abbas Naqvi
himself and through attorney
holder of Nikhat Zahra Naqvi




Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi




**CERTIFIED TRUE COPY OF THE EXTRACTS OF MINUTES OF THE MEETING OF THE PARTNERS
OF THE FIRM HELD ON 02ND OF DECEMBER 2021, AT ITS REGD OFFICE 12/16 MAYO ROAD
PRAYAGRAJ - 211001 AT 01:30 P.M.**

AUTHORIZATION TO SIGN AND EXECUTE JOINT VENTURE AGREEMENT

Following resolution was considered, discussed and passed unanimously:-

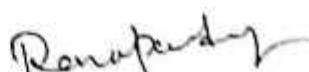
RESOLVED THAT Mr. Rajesh Kumar Gupta, one of the partners of the firm "Sai Dham Apartments", whose specimen signature is attested below, be and is hereby authorized to sign the **Joint Venture Agreement (J.V.A.)** of "Sona Apartments" constructed on Freehold Plot No. 26-A, Sarojini Naidu Marg bearing House No. 40, Sarojini Naidu Marg Prayagraj - 211001 for and on behalf of the firm and to present the firm before the sub-registrar for registration purposes.

For Sai Dham Apartments

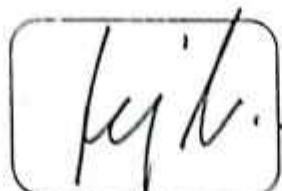


Shri Abhay Narayan Pandey
(Partner)

For Sai Dham Apartments

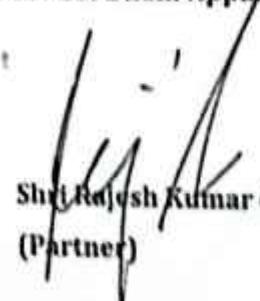


Smt. Renu Pandey
(Partner)



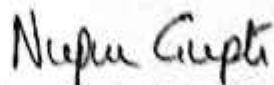
Specimen Signature of Shri Rajesh Kumar Gupta

For Sai Dham Apartments



Shri Rajesh Kumar Gupta
(Partner)

For Sai Dham Apartments

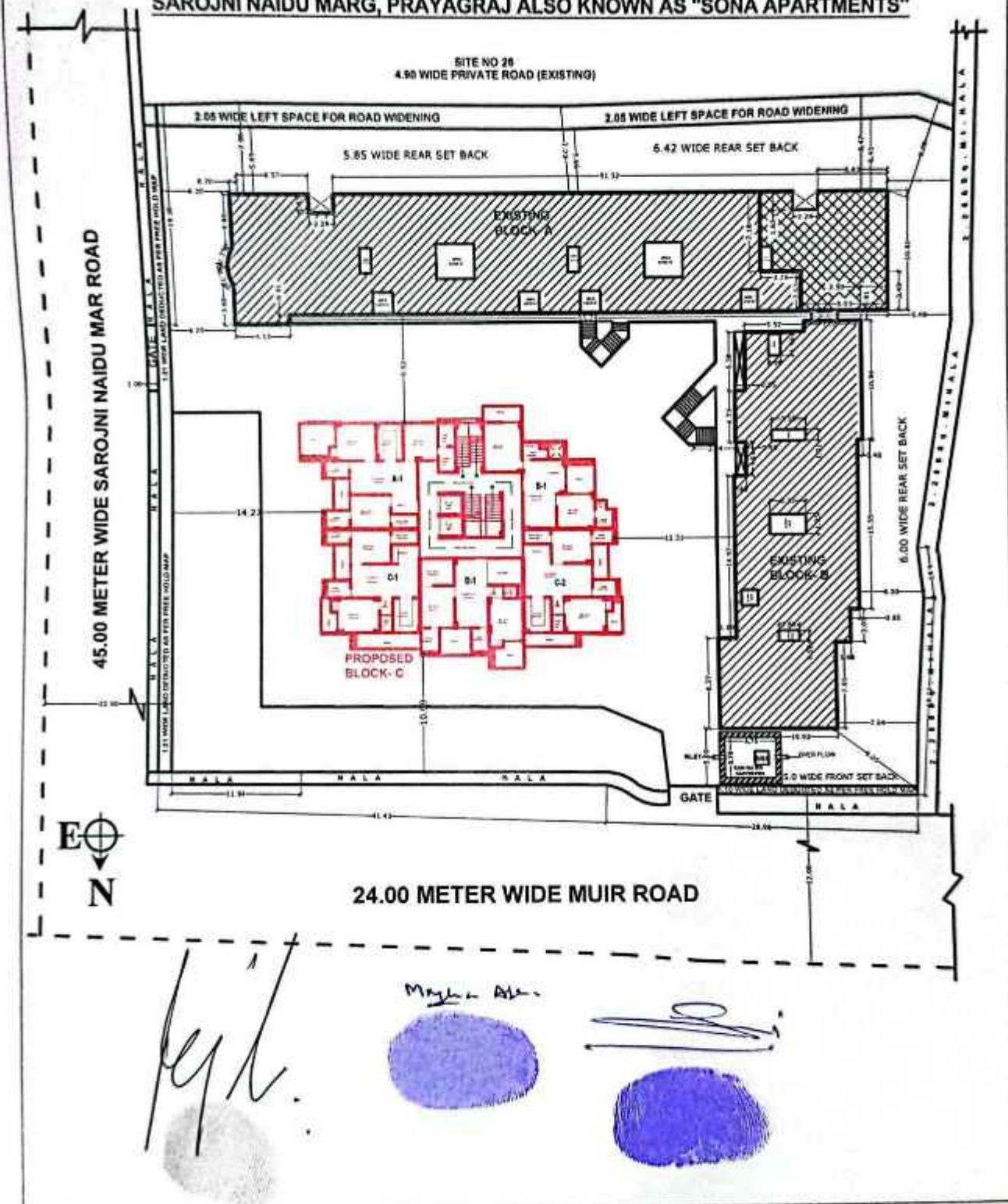

Smt. Nupur Gupta
(Partner)

FLAT DISTRIBUTION CHART

Floor	Apartment(s) Number						
	Apartment(s) Number	A-1	B-1	C-1	C-2	D-1	Total Area
		(Area sq.ft.)	(Area sq.ft.)	(Area sq.ft.)	(Area sq.ft.)	(Area sq.ft.)	(Area sq.ft.)
First Floor	Built-up Area	1178.66	848.31	1025.92	996.85	994.59	5044.33
	Common Area	314.04	226.02	273.34	265.60	265.00	1344.00
	Saleable Area	1492.70	1074.33	1299.26	1262.45	1259.59	6388.33
Second Floor	Built-up Area	1350.45	1015.37	1172.05	1119.05	996.53	5654.23
	Common Area	321.00	241.35	278.78	265.99	236.87	1343.99
	Saleable Area	1671.45	1256.72	1451.63	1385.04	1233.40	6990.24
Third Floor	Built-up Area	1395.55	847.13	1070.48	1045.18	1139.58	5497.92
	Common Area	341.15	207.08	261.68	255.50	278.58	1343.99
	Saleable Area	1736.70	1054.21	1332.16	1300.68	1418.16	6641.91
Fourth Floor	Built-up Area	1351.96	1018.81	1169.94	1115.69	999.65	5656.05
	Common Area	321.25	242.09	278.00	265.11	237.54	1343.99
	Saleable Area	1673.21	1260.90	1447.94	1380.80	1237.19	7000.04
Fifth Floor	Built-up Area	1395.55	849.60	1136.68	1064.56	1050.57	5496.96
	Common Area	341.21	207.73	277.92	260.28	256.86	1344.00
	Saleable Area	1736.76	1057.33	1414.60	1324.84	1307.43	6840.96
Sixth Floor	Built-up Area	1351.96	1018.81	1169.94	1115.69	999.55	5655.95
	Common Area	321.26	242.10	278.01	265.12	237.52	1344.01
	Saleable Area	1673.22	1260.91	1447.95	1380.81	1237.07	6999.96
Seventh Floor	Built-up Area	1395.55	849.60	1136.46	1064.56	1050.57	5496.74
	Common Area	341.22	207.73	277.87	260.29	256.87	1343.96
	Saleable Area	1736.77	1057.33	1414.33	1324.85	1307.44	6840.72
Eight Floor	Built-up Area	1351.96	1018.70	1170.26	1115.69	999.22	5655.83
	Common Area	321.27	242.08	278.09	265.12	237.45	1344.01
	Saleable Area	1673.23	1260.78	1448.35	1380.81	1236.67	6999.84
Total		13394.04	9282.51	11256.22	10740.28	10236.95	54910.00
Area Allotted to Builder		Area allotted to Mazher Abbas Naqvi		Area allotted to Azher Abbas Naqvi		Excess to Builder	
28844.36		11447.47		14618.17		1389.36	
		705.03		684.330			

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**PROPOSED GROUP HOUSING OF BLOCK-C, ON LAND AREA 461.13 SQM., WHICH IS PART
PORTION OF FREEHOLD NAZUL SITE NO. 26-A, SAROJINI NAIDU MARG, BEARING H. NO 40.**



IN WITNESS WHEREOF the parties hereto, have signed and set their hands on this
12th day of April, 2023 in the presence of witnesses

1. Land Owners

Mazhar Abbas



Mazhar Abbas Naqvi



Azhar Abbas Naqvi

2. Developer

Rakesh Kumar Gupta
(Authorised signatory)

Witnesses

1. Devesh Kumar Srivastava

S/o Late Sri Chandra Kishore Srivastava
R/o 209D/R/9M Kalindipuram Rajrooppur.
Prayagraj-211001
Mob. 7991278888
Occupation Salaried
Aadhaar No. 539485178943



2. Avinash Jaiswal

S/o Shri Prem Jaiswal
R/o 427, Old Katra.
Prayagraj
Mob. 7617017556
Occupation Pvt. Job
Voter ID-YYU1404888



Typed By *A* :
Drafted By *R.D.*

Ashutosh Kumar Srivastava
Danish Shakeel (Advocate)

For Sai Dham Appartments

Authorized Signatory

Mazhar Abbas
himself and through attorney
holder of Nikhat Zahra Naqvi

Azhar Abbas Naqvi
himself and through attorney
holder of Farhat Zahra Naqvi

बही संख्या 1 जिल्द संख्या 12392 के पृष्ठ
159 से 224 तक क्रमांक 2248 पर दिनांक
13/04/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

चतुभुज कुमार पाण्डेय
उप निबंधक : सादर प्रथम

प्रयागराज

13/04/2023

