

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उप निबंधक करारना प्रयागराज क्रम 2025024015060

आवेदन संख्या : 202500892010984

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2025-07-30 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम राजेश कुमार गुप्ता

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 0 / 46750000.00

1. रजिस्ट्रीकरण शुल्क 467500
2. प्रतिनिधिकरण शुल्क 160
3. निरीक्षण या तलाश शुल्क
4. मुकदार के अधिप्रमाणीकरण लिए शुल्क
5. कमीशन शुल्क
6. विविध
7. यात्रिक भत्ता

1 से 6 तक का योग 467660

शुल्क वसूल करने का दिनांक 2025-07-30 00:00:00

दिनांक जब लेख प्रतिनिधि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2025-07-30 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


 निबंधक
 प्रयागराज-प्रयागराज



INDIA NON JUDICIAL



IN-UP65010650154256X

Government of Uttar Pradesh

e-Stamp

8978/25

Certificate No.	: IN-UP65010650154256X	₹32,72,500
Certificate Issued Date	: 30-Jul-2025, 12:55 PM	
Account Reference	: NEWIMPACO (SV) up14148904/ PRAYAGRAJ SADAR/ UP-AHD	
Unique Doc. Reference	: SUBIN-UPUP1414890424304276931496X	
Purchased by	: AYANSH CREDIT SERVICES LLP	
Description of Document	: Article 5 Agreement or Memorandum of an agreement	
Property Description	: P.P OF ARAZI Nos.275/2,276/2MI,276,276/3MI,276MI,282,283 IN ARAZI KARCHHANA PRJ.DETAILES AS PER DEED	
Consideration Price (Rs.)	: 32,72,500	
First Party	: SHAH BANO AND SHER AFGAN	
Second Party	: AYANSH CREDIT SERVICES LLP	
Stamp Duty Paid By	: AYANSH CREDIT SERVICES LLP	
Stamp Duty Amount(Rs.)	: 32,72,500 (Thirty Two Lakh Seventy Two Thousand Five Hundred only)	

₹32,72,500 ₹32,72,500 ₹32,72,500 ₹32,72,500

सत्यमेव जयते

ACC Name- Satyendra Prakash Srivastava
 ACC Add-57/13 Sutrkhana, Prayagraj
 ACC Code-UP141448904, License No. 54
 Tehsil & District-Sadar, Prayagraj

LOCKED SRKARCHI

₹32,72,500



IN-UP65010650154256X

Please write or type below this line



Shah Bano



Sher Afgan



Satyendra Prakash Srivastava



PF 0000672047

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclastamp.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.

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10/11/2019
10/11/2019
10/11/2019



INDENTURE FOR AGREEMENT FOR DEVELOPMENT OF LAND

THIS INDENTURE FOR AGREEMENT FOR DEVELOPMENT OF LAND is made and executed at Prayagraj on this 28th day of July 2025.

BETWEEN

1. **Shah Bano** (Pan No. DZEPB6461, Aadhaar No. XXXX XXXX 0286, Mobile No. 9555994553, Occupation: Housewife) W/o Ali Sher R/o 7B, Indalpur Road, Mahewa Patti, Poorab, Naini, Pargana-Arail, Tehsil-Karchana, Prayagraj.

2. **Sher Afgan** (Pan No. CXQPA8855E, Aadhaar No. XXXX XXXX 0704, Mobile No. 9118388464, Occupation: Business) S/o Sher Ali both R/o 7B, Indalpur Road, Mahewa Patti, Poorab, Naini, Pargana-Arail, Tehsil-Karchana, Prayagraj.

(Hereinafter collectively/jointly/severally/singularly called the "First Party/Landowners" (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, successors, authorized representatives, predecessor's interests, assignees, executors, administrators and assigns) of the First Part)

AND

1. **M/s Ayansh Credit Services LLP** (PAN NO. ACAFA7588H) registered as per LLP Act 2008 vjde registration No. **ABZ-8968** and having its registered office at 21/19, Mayo Road, Manmohan Park, Old Katra, Prayagraj, Uttar Pradesh, India-211002 through its Authorized Signatory/Partner **Shri Rajesh Kumar Gupta** S/o Shri Rajendra Prasad Gupta (Pan No. CWXPG4727P, Aadhaar No. XXXX XXXX 7587, Occupation: Business, Mobile No. 9415218553) residing at 21/19, Mayo Road, Prayagraj vide a

Shah Bano

Sher Afgan

Ayansh Credit Services LLP
Designated Partner



आवेदन सं०: 202500892010984

विक्रय अनुबंध विनेख (बिलडर)

बही सं०: 1

रजिस्ट्रेशन सं०: 8978

वर्ष: 2025

प्रतिकल- 0 स्टाम्प शुल्क- 3272500 बाजारी मूल्य - 46750000 पंजीकरण शुल्क - 467500 प्रतिलिपिकरण शुल्क - 160 योग: 467660

श्री राजेश कुमार गुप्ता पार्टनर मेसर्स अयनांश क्रेडिट सर्विसेज एलएलपी द्वारा
राजेश कुमार गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री राजेंद्र प्रसाद गुप्ता
व्यवसाय : व्यापार
निवासी: 21/19 म्ये रोड प्रयागराज

राजेश कुमार गुप्ता अधिकृत पदाधिकारी/
प्रतिनिधि




श्री. राजेश कुमार गुप्ता पार्टनर मेसर्स अयनांश क्रेडिट सर्विसेज
एलएलपी द्वारा

ने यह लेखपत्र इस कार्यालय में दिनांक 30/07/2025 एवं
05:53:56 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर


नीरज कुमार पाण्डेय
उप निबंधक: कारखाना

प्रयागराज
30/07/2025


आनंद चन्द्र दंडिवेदी
निबंधक लिपिक
30/07/2025



resolution dated 21.03.2025 passed in the meeting of partners of **M/s Ayansh Credit Services LLP.**

(Hereinafter called the **Second Party/Builder/Developer** (which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its legal heirs, successors, authorized representatives, predecessor's interests, assignees, executors, administrators and assigns) of the **Second Part.**)

Whereas Out of the "**First Party/Landowners**", **Mr. Sher Afgan** is the lawful owner and in physical possession of part portions of **Arazi Nos. 275/2, 275/2Mi, 276, 276/3Mi, 282, 276Mi** admeasuring **1375.00 Sq. Mtrs** situated in Mauza- Mahewa Patti Poorab Uparhar, Pargana- Arail, Tehsil- Karchana, Distt. Prayagraj. The aforesaid land has been given by his father Mr. Sher Ali to him by virtue of a registered gift deed dated 23-12-2024, which is registered in **Bahi No. 1, Zild No. 9177 on pages 283 to 296 at serial No. 14435 dated 23.12.2024.**

And Whereas Out of the "**First Party/Landowners**", **Mrs. Shah Bano** is the lawful owner and in possession of part portions of **Arazi Nos. 282, 283, 276Mi, 276, 276/3Mi, 275/2Mi & 275/2** admeasuring **1852.00 Sq. Mtrs** situated in Mauza- Mahewa Patti Poorab Uparhar, Pargana- Arail, Tehsil- Karchana, Distt. Prayagraj. The aforesaid land has been given to her by her husband Mr. Ali Sher by virtue of a registered gift deed dated 10-10-2024 which is registered in **Bahi No. 1, Zild No. 9177 on pages 297 to 310 at serial No. 14436 dated 23.12.2024.**

WHEREAS the aforesaid Mr. Sher Ali father of First Part/Landowner Mr. Sher Afgan and Mr. Ali Sher husband of the First Party/Landowner Mrs. Shah Bano are real brothers and are the joint original owner's in possession of **Arazi Nos. 275/2** having Khata No. 00368 area 0.0040 Hec = 40 Sq. Mtrs, **Arazi Nos. 275/2Mi** of Khata No. 00367 area 0.0410 Hec = 410 Sq. Mtrs, **Arazi Nos. 276** of Khata No. 00366 area 0.0680 Hec = 680 Sq. Mtrs, **Arazi Nos. 276/3Mi** of Khata No. 00367 area 0.0980 Hec = 980 Sq. Mtrs, **Arazi Nos. 282** of Khata No. 00366 area 0.1600 Hec = 1600 Sq. Mtrs, **Arazi Nos. 283** of Khata No. 00366 area 0.0340

Shah Bano



Ayansh Credit Services/LLP


Designated Partner



आवेदन सं०: 202500892010984

वही सं०: 1

रजिस्ट्रेशन सं०: 8978

वर्ष: 2025

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

विक्रेता: 1

श्रीमती शाह बानो,

(SHAH BANO

पत्नी श्री अली शेर

निवासी: 7बी इंदलपुर रोड महेवा पट्टी पूरब नैनी प्रयागराज

व्यवसाय: गृहिणी

पक्षकार द्वारा सत्यापित पैन XXXXXX 461E

विक्रेता: 2



Shah Bano

श्री शेर अफगान,

(SHER AFGAN

पुत्र श्री शेर अली

निवासी: 7बी इंदलपुर रोड महेवा पट्टी पूरब नैनी प्रयागराज

व्यवसाय: व्यापार

पक्षकार द्वारा सत्यापित पैन XXXXXX 855E

क्रेता: 1



Sher Afgan

श्री राजेश कुमार गुप्ता पार्टनर मेसर्स अयान्श क्रेडिट सर्विसेज एलएलपी के द्वारा राजेश कुमार गुप्ता,

(AYANSH CREDIT SERVICES LLP

पुत्र श्री राजेंद्र प्रसाद गुप्ता

निवासी: 21/19 न्यौ रोड प्रयागराज

व्यवसाय: व्यापार

पक्षकार द्वारा सत्यापित पैन XXXXXX 588H

ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1



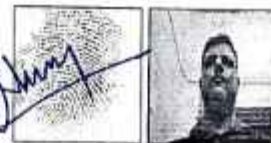
Rajesh Kumar Gupta

श्री अली शेर, पुत्र श्री स्व० बचई

निवासी: 7बी इंदलपुर रोड महेवा पट्टी पूरब नैनी प्रयागराज

व्यवसाय: व्यापार

पहचानकर्ता: 2



Ali Sher

श्री देवेश कुमार श्रीवास्तव, पुत्र श्री स्व० चन्द्र किशोर श्रीवास्तव,

निवासी: 209डी/आर/9एम कालिंदीपुरा प्रयागराज

व्यवसाय: नौकरी



Hec = 340 Sq. Mtrs and Arazi Nos. 276MI of Khata No. 00368 area 0.0560 Hec = 560 Sq. Mtrs, total area admeasuring 4610 Sq. Mtrs in Mauza- Mahewa Patti Poorab Uparhar, Pargana-Arail, Tehsil-Karchhana Distt. Prayagraj which Sher Ali and Ali Sher had inherited from their father.

Whereas the total land area owned by "First Party/Landowners" i.e. 3227.00 Sq. Mtrs which is part portion of Arazi Nos. 282, 276mi, 276, 283, 276/3mi, 275/2mi & 275/2 situated in Mauza- Mahewa Patti Poorab Uparhar, Pargana-Arail, Tehsil-Karchhana Distt. Prayagraj and more fully described at the end of this deed and shown to be bounded by red lines in the annexed map (ANNEXURE-1) which is exclusively owned and possessed by the First Part/Landowners is free from any encumbrances, agreements, MOU's, liens and charges.

Whereas The First Party/Landowners desired to develop the aforementioned land into a Residential Group Housing Project and in doing so required some professional help, knowing the intention of the First Party/Landowners the Second Party/Developer contacted the First Party/Land Owner and offered to develop the aforementioned land into a affordable group housing project on floor area sharing basis and the offer being reasonable and attractive, the First Party/Land Owner accepted the offer of the Second Party/Developer.

Whereas out of the First Party/Landowner Party No. 1 Mrs. Shah Bano has decided to hold 477.00 Sq. Mtrs of land of her share out of 1852.00 Sq. Mtrs. of land for her personal requirements and use and is ready to contribute rest of her land i.e. 1375.00 Sq. Mtrs. for the aforesaid purposes.

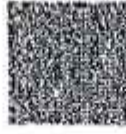
Whereas First Party/Landowner Party No. 1 Mrs. Shah Bano has decided to develop the land admeasuring 1375.00 Sq. Mtrs. of her share and First Party/Landowner Party No. 2 Mr. Sher Afgan has decided to develop the land admeasuring 1375.00 Sq. Mtrs. of his share, total area admeasuring 2750.00 Sq. Mtrs. Now the First Party/Landowner and the Second Party/Developer has

Shah Bano

Sher Afgan

Ayansh Credit Services LLP

Designated Partner



ने की। प्रत्यक्षतः अद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
दिप्पणी :

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नीरज कुमार पाण्डेय

उप निबंधक : करछना

प्रयागराज

30/07/2025

मानव चन्द्र द्विवेदी

निबंधक लिपिक प्रयागराज

30/07/2025



decided to develop a group housing project on the aforesaid land admeasuring 2750.00 Sq. Mtrs. which is part portion of Arazi Nos. 282, 283, 276mi, 276, 276/3mi, 275/2mi & 275/2 situated in Mauza-Mahewa Patti Poorab Uparhar, Pargana-Arail, Tehsil-Karchana Distt. Prayagraj and to do the same they have decided to execute this Indenture for agreement for development of land.

Whereas the First Part/Landowners and the Second Party/Developer agree to develop the aforesaid land in accordance with the terms and conditions stated herein below in this Indenture for Agreement for Development of Land on a saleable area sharing basis in accordance whereof the Second Party/Developer shall develop the aforesaid land at the cost of the Second Party/Developer (unless otherwise stated) into an Affordable Residential Group Housing Scheme and shall share the saleable areas thereafter.

Whereas the Second Party/Developer had submitted a construction map of the proposed Affordable Residential Group Housing Scheme with the Prayagraj Development Authority (PDA) for approval on the Online Portal of the State Government website of PDA i.e. UPOBPAS vide file No. PDA/BP/24-25/1152 dated 28.10.2024 and UPOBPAS passed the map in Auto Scrutiny vide its email dated 25.01.2025 and issued letters for issuance of the No Objection Certificates from various departments for the sanction of Maps and the Second Party/Developer has obtained/is in process of obtaining all the necessary NOC's from the various departments as per the following: -

1. **Traffic NOC** ---- ST/ADCPT/NOC (02)/2025 dated 01.04.2025.
2. **FIRE NOC** ---- UPFS/2025/151750/ALB/ALLAHABAD/3196/CFD dated 04.04.2025.
3. **JALKAL NOC** ---- पत्रांक 20/ज०क०वि०/जॉचदल/25-26 dated 29.04.2025.
4. **SDM NOC** ---- Under Process
5. **NAGAR NIGAM NOC** ---- Under Process

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That, after obtaining all the above-mentioned NOC's, the Second Party/Developer will submit the NOC's to the Prayagraj Development Authority (PDA) for Final Approval and issuance of Demand note. After depositing the same and getting the final approval of the Proposed Map for an Affordable Residential Group Housing Scheme from the Vice-Chairman, PDA the Second Party/Developer shall construct the building as per the sanctioned map.

AND Whereas in furtherance of the execution of this Indenture for Agreement for Development of Land reached between the parties, the First Party/Landowners have agreed to Grant the Second Party/Developer a right to enter the immovable property as a "licensee" as understood under Section 52 of the Indian Easement Act, 1882 to commence the construction activity in such a manner and on such terms and conditions as contained hereinafter. It is explicitly stated that the legal title, domain and control of the property continues to be vested with the First Party/Landowners till the completion of the project and making an application/obtaining the completion/occupancy certificate of the same from Chartered Engineer /PDA. The Second Party/Developer will have the 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 THE FIRST PARTY/LANDOWNERS AND THE SECOND PARTY/DEVELOPER HERETO CONVENANT AS UNDER: -

1. DEFINITIONS AND INTERPRETATION

A. 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:

Shah Bano

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Ayansh Credit Services LLP

Designated Partner



- I. **"Applicable Laws"** means and includes any statute, law, bye-laws, 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.
- II. **"Agreement/ Indenture for Agreement for Development of Land"** shall mean this agreement and all schedules, annexures attached to this agreement, in each case as they may be modified, amended, or supplemented in writing from time to time.
- III. **"Approval(s)"** means any and/or all approvals, authorizations, licenses, permissions, consents, no objection certificates of the said Authority (defined hereunder), obtained and/or to be obtained in respect of the development/ and construction of the Project (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan for the commencement of the development and construction on the Project Land including without limitation environmental clearances, temporary and permanent power connection, completion/occupancy certificates and all other approvals and/or permissions from any other statutory or governmental authority whether state or central) required for purposes of commencing construction and development activity, solely at the cost of the Developer;

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- IV. "Authority" shall mean any concerned authority that may/shall grant Approvals in connection with the said property/Project Land, Development, Project (defined hereunder) and/or any matter envisaged herein including Town And Country Planning, Municipal Corporation, Zilla Parishad, Panchayat, Local Planning Authority, State Government Water Supply & Sewerage Board, State Pollution Control Board, Central Pollution Control Board, Ministry of Environment & Forest, State Fire & Emergency Services Department, State Forest Department, Central Forest Department, Bharat Sanchar Nigam Limited (BSNL), local telecommunication agencies/companies, Geo Spatial Data Centre, State Power Distribution Company and/or any other power distribution company or any other bodies and/or any other relevant statutory, State and Central Government Authorities, Ministry of Urban Development and local or public bodies and authorities and all other authorities, State Governments and all its departments, ministries and functionaries, the relevant authorities, bodies and functionaries;
- V. "BUA" shall mean the total Built Up Area of the Project together with usage rights of the common areas, facilities, amenities [and the car parking spaces/slots to be constructed in the basement levels].
- VI. "Consideration" shall mean the consideration payable to the Landowner pursuant to this Agreement being the Landowner BUA under the Area Share Arrangement as detailed under para 9(A).
- VII. "Development" shall mean and include:
- a) 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

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activity prior to 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.

- b) making any material change in the use or appearance of the Project Land.
- c) to carry out any infrastructure work on the Project Land relating to the said construction.
- d) to provide any amenities and facilities to make the condition of the Project Land habitable.
- e) 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 Second Party/Developer with the written mutual consent of the First Party/Landowners and Second Party/Developer only.

VIII. "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:

- a) Enter upon, deal and Develop project land, construct and to remain licensee, of the Project or any part thereof until the completion of the development of the Project and the marketing, leasing or sale of the built-up area on the Project Land or any part thereof. The possession given to the builder in pursuance of this builder agreement is only a permission given under a license for the limited purpose of the development of property as per the terms and conditions of this agreement.

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Ayansh Credit Services LLP

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Designated Partner



- b) The possession given to the Builder/Developer to occupy the land for the purpose of development is not construed as a possession in part performance of a contract of nature referred to under section 53A of the transfer of property Act.
- c) 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.
- d) 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 Land as may be required by any Approvals, layout plan, or order of any Authority.
- e) To launch the Project.
- f) To carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time.
- g) 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.
- h) Take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Laws.
- i) Obtain Completion/Occupation Certificate, and all necessary Approvals and permissions in respect of the Project or any part

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Designated Partner



thereof; and

- j) Generally, any and all other acts, deeds and things that may be required for the exercise of the Development Rights.
- IX. "Landowner's BUA" shall mean the First Party/Landowners BUA as set out in clause 9(A) hereunder.
- X. "Developer's BUA" shall mean the Second Party/Developer's BUA as set out in clause 9(B) hereunder.
- XI. "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.
- XII. "Project Completion Date/ Project Completion" means the occurrence of the Application of the completion certificate before the concerned authorities in respect of the Project.
- XIII. "Project/Residential Group Housing Complex" shall mean and refer to the development and construction of the Residential Group Housing Complex, using the Development Rights granted here under and FAR in accordance with the applicable Laws, approved building plans, along with all common areas, facilities and amenities.
- XIV. "Project Costs" shall mean and include all types of costs, charges and expenses attributable to the execution, construction, design, infrastructure, development and marketing and sales of the Project including other costs to be incurred by and on behalf of the Developer for the Project, interest paid/payable to any banks/financial institutions for any loans, finance and/or credit facilities, which the Developer may avail for the purpose of the Project, the cost of site development charges,

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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.) From starting till the completion of the project will be borne by the Second Party/Developer only, except the charges payable to the authority by way of purchasable/compensatory FAR, Shelter Fees and Compounding Charges.

- XV. "Sanctioned Plan" means the plan with respect to the Project, as shall be approved/renewed/revalidated by the Authority upon submission by the Second party/Developer.
- XVI. "Total BUA" means the entire BUA of the Project as per the maps which shall be approved by the authorities.
- XVII. "Project Land" shall mean the freehold contiguous Lands having part portion of Arazi Nos. 282, 283, 276mi, 276, 276/3mi, 275/2mi & 275/2 total area admeasuring 2750.00 Sq. Mtrs., situated in Mauza- Mahewa Patti Poorab Uparhar, Pargana- Arail, Tehsil- Karchhana Distt. Prayagraj and bounded by (North: 43 feet / 13 Meter Wide Indalpur Road, South: Part Portion of aforesaid Arazi, East: Arazi No. 281, West: Part Portion of aforesaid Arazi) (hereinafter referred to as "land in question") in the map/plan (not to scale) annexed to this Indenture for Agreement for Development of Land and described in detail towards the end of this Indenture for Agreement for Development of Land and more particularly described and depicted in Schedule I with all rights attached thereto, along with any easements, right of way, access road incidental to the said Project Land;

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B. Interpretation

- I. In this Agreement, unless the context requires otherwise:
 - a. reference to the singular includes a reference to the plural and vice versa.
 - b. reference to any gender includes a reference to all other genders.
 - c. reference to an individual shall include his legal representative, successor, legal heir, executor and administrator.
 - d. 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
 - e. 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.
- II. 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.
- III. 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.
- IV. 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).

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Ayansh Credit Services LLP

Designated Partner

Signature of Designated Partner





- V. This Indenture for agreement for the development of land is only a mere license to construct the group housing scheme on the above-mentioned land as per the terms & conditions of this agreement.
2. That the First Party/Landowners specifically states that the First Party/Landowners is the absolute owner and in possession of the land admeasuring 2750.00 Sq. Mtrs. which is part portion 282, 283, 276mi, 276, 276/3mi, 275/2mi & 275/2 situated in Mauza- Mahewa Poorab Patti Uparhar, Pargana- Arail, Tehsil- Karchana, Distt. Prayagraj and is in the process of development of the aforesaid land; AND
 3. That the First Party/Landowners hereby indemnifies the Second Party/Developer against any defect in title of the land in question and/or the peaceful development of the land in question and it is further agreed that in the event of any defect in title of the land in question or in the event of any dispute regarding the peaceful development of the land in question then the Second Party/Developer shall attempt and try to rectify the concerned defect in title and/or resolve any dispute(s) regarding peaceful development of the land in question at the sole cost and expense of the First Party/Landowners; AND
 4. That the Second Party/Developer has proposed to develop the land in question into a Residential Group Housing Colony and presently the permissible Floor Area Ratio (FAR) for the said area is 2.50 and the Second Party/Developer shall construct utilizing the maximum FAR allowable to it by Prayagraj Development Authority (PDA), Prayagraj as per the present building bye-laws applicable on the date of sanction of the construction map/plan in respect of the land in question at its own cost and investment. The First Party/Landowners shall not make any investment towards the sanction of the map except the charges to be paid to the authority for constructing more than the permissible FAR of 2.5 i.e. the purchasable/compensatory FAR, Shelter Fees and Compounding Charges

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which shall be payable after the execution of this agreement and all other charges will be borne by The Second Party/Developer; AND

5. That The Second Party/Developer had submitted the Group Housing Residential Scheme with Prayagraj Development Authority (PDA) for sanction and necessary approvals, in the name of "SAIDHAM BS Residency" at its own cost, expenses and persuasion or any other expenses of whatever nature. The First party/Landowners shall not make any investment towards the sanction of the map except the charges to be paid to the authority for constructing more than the permissible FAR on account of purchasable/compensatory FAR, Shelter fees and Compounding charges. The expenses towards the cost of purchasable/compensatory FAR, Shelter Fees and Compounding charges shall be paid by the First Party/Landowners and all other charges will be borne by The Second Party/Developer; AND In pursuance to this the Second Party/Developer prepared a building plan drawn by a competent Architect and submitted the same for sanction on the U.P. Online Building Plan Approval System (UPOBPAS) of Prayagraj Development Authority (PDA) for approval at its own risk, cost, expenses and persuasion vide **File No. PDA/BP/24-25/1152 dated 28.10.2024** and deposited Rs. 25,000/- vide Receipt No. CH/PDA/BP/24-25/7069 dated 25/01/2025 and Rs. 28,792/- vide Receipt No. CH/PDA/BP/24-25/7070 dated 25/01/2025 and in pursuant to that PDA had provisionally online sanctioned the map of **72 Flats & 1 Convenience Shop in form of Basement floor+ Stilt Floor and Eight Floors above having Total Saleable Super Area of 91507.392 Sq. Feet and having total ground coverage Area of 857.94 Sq. Mtrs. out of total land area of 2750.00 Sq. Mtrs.** vide an email dated 25.01.2025
6. That the First Party/Landowners shall license the development of land in vacant possession to the Second Party/Developer-promoter only for the purposes of construction of Residential Group Housing Scheme at the cost

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and expenditure of the Second Party/Developer in terms of this Indenture for Agreement for Development of Land and as per maps sanctioned by PDA, Prayagraj within 1 (one) months of the demand notice being issued by the PDA, Prayagraj. It is specifically understood between the parties to this Indenture for Agreement for Development of Land that such handing over of the site by the First Party/Landowners to the Second Party/Developer is merely a license to commence the construction activity and does not in any manner whatsoever, confer any right title or interest of any sort in favour of Second Party/Developer; AND

7. That the aforesaid Project for construction of Affordable Residential Group Housing Scheme shall be registered with UP Real Estate Regulation Act (UP RERA) and the Second Party/Developer shall abide by all the rules and regulations of the UP RERA. The First Party/Landowners shall extend full co-operation to the Second Party/Developer wherever required to abide by any regulation of UP RERA.
8. That the entire project shall be completed as far as possible within a period of 30 Months from the date of release of sanctioned plan for construction of Residential Group Housing complex by PDA, Prayagraj or 30 months from the date of handing over of land for development by the First Party/Landowners to The Second Party/Developer or 30 months from the date of obtaining of the RERA registration whichever is later; AND

However, any period during which The Second Party/Developer shall not be entitled/or unable to raise/carry on the construction activity under any unforeseen circumstances like restrain order by court etc. shall not be taken into account for calculating the aforesaid period of 30 months.

Shakti Bhusan

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Designated Partner



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

9. That upon completion of the project i.e., completion of entire construction of the Residential Group Housing Complex and issuance of the Completion/Occupancy Certificate from chartered engineer or PDA of the Residential Group Housing Scheme either block by block or as a whole as the case maybe, the 43% of the total saleable area along with the prorata Land of the Residential Group Housing Complex as per the below Clause no. 9(A) shall be solely owned and possessed by the First Party/Landowners and the 57% of the total saleable area along with the prorata Land of the Residential Group Housing Complex as per the below Clause no. 9(B) shall be solely owned and possessed by The Second Party/Developer. The First Party/Landowners and The Second Party/Developer shall have roof rights in the aforesaid proportion of 43%: 57% respectively; AND

9(A). Share of the First Party/Landowners is earmarked as per chart below:

Sr. No.	Floor	Flat No.	Type	No. of Unit	Super Built-up Area (in Sq. Ft.)
1	Second	Unit No. 1	3BHK	1	1460.90
2	Second	Unit No. 2	2BHK	1	1154.40
3	Second	Unit No. 3	2BHK	1	1185.70
4	Second	Unit No. 4	3BHK	1	1340.88
5	Second	Unit No. 5	3BHK	1	1492.39
6	Second	Unit No. 6	2BHK	1	1275.30
7	Second	Unit No. 7	2BHK	1	1255.63
8	Second	Unit No. 8	2BHK	1	1137.01
9	Second	Unit No. 9	2BHK	1	1136.23
10	Fourth	Unit No. 1	3BHK	1	1460.90

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 Director & Partner



11	Fourth	Unit No. 2	2BHK	1	1154.40
12	Fourth	Unit No. 3	2BHK	1	1185.70
13	Fourth	Unit No. 4	3BHK	1	1340.88
14	Fourth	Unit No. 5	3BHK	1	1492.39
15	Fourth	Unit No. 6	2BHK	1	1275.30
16	Fourth	Unit No. 7	2BHK	1	1255.63
17	Fourth	Unit No. 8	2BHK	1	1137.01
18	Fourth	Unit No. 9	2BHK	1	1136.23
19	Sixth	Unit No. 1	3BHK	1	1460.99
20	Sixth	Unit No. 2	2BHK	1	1154.40
21	Sixth	Unit No. 3	2BHK	1	1185.70
22	Sixth	Unit No. 4	3BHK	1	1340.88
23	Sixth	Unit No. 5	3BHK	1	1492.39
24	Sixth	Unit No. 6	2BHK	1	1275.30
25	Sixth	Unit No. 7	2BHK	1	1255.63
26	Sixth	Unit No. 8	2BHK	1	1137.01
27	Sixth	Unit No. 9	2BHK	1	1136.23
28	Eighth	Unit No. 2	2BHK	1	1154.40
29	Eighth	Unit No. 5	3BHK	1	1492.39
Total				29	36962.20

9(B) Share of the Second Party/Developer is earmarked as per chart below:

Sr. No.	Floor	Flat No.	Type	No. of Unit	Super Built-up Area (in Sq. Ft.)
1	First	Flat No. 1	3BHK	1	1460.890
2	First	Flat No. 2	2BHK	1	1154.400
3	First	Unit No. 3	2BHK	1	1185.698
4	First	Unit No. 4	3BHK	1	1340.877
5	First	Unit No. 5	3BHK	1	1492.393
6	First	Unit No. 6	2BHK	1	1275.297
7	First	Unit No. 7	2BHK	1	1255.626
8	First	Unit No. 8	2BHK	1	1137.014
9	First	Unit No. 9	2BHK	1	1136.225
10	Third	Flat No. 1	3BHK	1	1460.890
11	Third	Flat No. 2	2BHK	1	1154.400
12	Third	Unit No. 3	2BHK	1	1185.698
13	Third	Unit No. 4	3BHK	1	1340.877
14	Third	Unit No. 5	3BHK	1	1492.393
15	Third	Unit No. 6	2BHK	1	1275.297
16	Third	Unit No. 7	2BHK	1	1255.626
17	Third	Unit No. 8	2BHK	1	1137.014
18	Third	Unit No. 9	2BHK	1	1136.225
19	Fifth	Flat No. 1	3BHK	1	1460.890

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Designated Partner



20	Fifth	Flat No. 2	2BHK	1	1154.400
21	Fifth	Unit No. 3	2BHK	1	1185.698
22	Fifth	Unit No. 4	3BHK	1	1340.877
23	Fifth	Unit No. 5	3BHK	1	1492.393
24	Fifth	Unit No. 6	2BHK	1	1275.297
25	Fifth	Unit No. 7	2BHK	1	1255.626
26	Fifth	Unit No. 8	2BHK	1	1137.014
27	Fifth	Unit No. 9	2BHK	1	1136.225
28	Seventh	Flat No. 1	3BHK	1	1460.890
29	Seventh	Flat No. 2	2BHK	1	1154.400
30	Seventh	Unit No. 3	2BHK	1	1185.698
31	Seventh	Unit No. 4	3BHK	1	1340.877
32	Seventh	Unit No. 5	3BHK	1	1492.393
33	Seventh	Unit No. 6	2BHK	1	1275.297
34	Seventh	Unit No. 7	2BHK	1	1255.626
35	Seventh	Unit No. 8	2BHK	1	1137.014
36	Seventh	Unit No. 9	2BHK	1	1136.225
37	Eighth	Flat No. 1	3BHK	1	1460.890
38	Eighth	Unit No. 3	2BHK	1	1185.698
39	Eighth	Unit No. 4	3BHK	1	1340.877
40	Eighth	Unit No. 6	2BHK	1	1275.297
41	Eighth	Unit No. 7	2BHK	1	1255.626
42	Eighth	Unit No. 8	2BHK	1	1137.014
43	Eighth	Unit No. 9	2BHK	1	1136.225
Total				43	54545.307

10. The Second Party/Developer shall pay the First Party/Landowners an amount of Rs. 1,55,00,000/- (Rupees One Crores Fifty Five Lakhs Only) as refundable non-interest-bearing security amount towards developing the land in question; and the aforesaid security amount shall be refunded by the First Party/Landowners to the Second Party/Developer within one year from the date of RERA registration of the project and in the event the First Party/Landowners does not refund the same timely, then the aforesaid security amount shall be adjusted by the Second Party/Developer by taking over the First Party/Landowners' share in saleable area at any stage of construction after one year of start of construction after joint inspection of the property under construction and at such rate as mutually agreed as per MOU executed in between all the parties to this agreement.;

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AND

11. That the Second Party/Developer has already paid to the First Party/Landowners the aforesaid refundable security amount of Rs. 1,55,00,000/- (Rupees One Crore Fifty Five Lakh Only) payable at the time of execution of this Indenture for Agreement for Development of Land as per the following: -

- A. Rs. 23,00,000/- (Rupees Twenty- Three Lakh Only) through RTGS UTR No. PUNBY24281276393 dated 07.10.2024 paid by Rajesh Kumar Gupta to Sher Afgan.
- B. Rs. 10,00,000/- (Rupees Ten Lakh Only) through RTGS UTR No. PUNBR520241000713392149 dated 07.10.2024 paid by Sanjay Bhatia to Shah Bano.
- C. Rs. 5,00,000/- (Rupees Five Lakh Only) through RTGS UTR No. PUNBR52024101913871184 dated 19.10.2024 paid by Sanjay Bhatia to Shah Bano.
- D. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) through the same bank Transfer vide Cheque No. 000025 dated 12.11.2024 paid by Subham Bansal to Shah Bano.
- E. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000027 dated 12.11.2024 paid by Subham Bansal to Sher Afgan.
- F. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000039 dated 12.11.2024 paid by Sachin Kumar Bansal to Shah Bano.
- G. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000040 dated 12.11.2024 paid by Sachin Kumar Bansal to Sher Afgan.
- H. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000041 dated 07.12.2024 paid by Sachin Kumar Bansal to Shah Bano.
- I. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000042 dated 07.12.2024 paid by Sachin Kumar Bansal to Sher Afgan.
- J. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000030 dated 07.12.2024 paid by Subham Bansal to Sher Afgan.
- K. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000028 dated 07.12.2024 paid by Subham Bansal to Shah Bano.
- L. Rs. 50,000/- (Rupees Fifty Thousand Only) vide Cheque No. 000031 dated 18.12.2024 paid by Subham Bansal to Shah Bano.
- M. Rs. 50,000/- (Rupees Fifty Thousand Only) vide Cheque No. 000032

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- dated 18.12.2024 paid by Subham Bansal to Sher Afgan.
- N. Rs. 50,000/- (Rupees Fifty Thousand Only) vide Cheque No. 000043 dated 18.12.2024 paid by Sachin Kumar Bansal to Shah Bano.
- O. Rs. 50,000/- (Rupees Fifty Thousand Only) vide Cheque No. 000044 dated 18.12.2024 paid by Sachin Kumar Bansal to Sher Afgan.
- P. Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand Only) through RTGS UTR No. PUNBR52025010216810610 dated 02.01.2025 paid by Sanjay Bhatia to Shah Bano.
- Q. Rs. 7,50,000/- (Rupees Seven Lakh Fifty Thousand Only) through RTGS UTR No. PUNBR52025010216811999 dated 02.01.2025 paid by Sanjay Bhatia to Sher Afgan.
- R. Rs. 6,25,000/- (Rupees Six Lakh Twenty-Five Thousand Only) vide Cheque No. 000046 dated 04.01.2025 paid by Sachin Kumar Bansal to Shah Bano.
- S. Rs. 6,25,000/- (Rupees Six Lakh Twenty-Five Thousand Only) vide Cheque No. 000047 dated 04.01.2025 paid by Sachin Kumar Bansal to Sher Afgan.
- T. Rs. 6,25,000/- (Rupees Six Lakh Twenty-Five Thousand Only) vide Cheque No. 000031 dated 04.01.2025 paid by Subham Bansal to Shah Bano.
- U. Rs. 6,25,000/- (Rupees Six Lakh Twenty-Five Thousand Only) vide Cheque No. 000034 dated 04.01.2025 paid by Subham Bansal to Sher Afgan.
- V. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000035 dated 21.01.2025 paid by Subham Bansal to Shah Bano.
- W. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000048 dated 21.01.2025 paid by Sachin Kumar Bansal to Shah Bano.
- X. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000094 dated 21.01.2025 paid by Subham Bansal to Sher Afgan.
- Y. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000049 dated 21.01.2025 paid by Sachin Kumar Bansal to Sher Afgan.
- Z. Rs. 5,00,000/- (Rupees Five Lakh Only) through the same bank Transfer dated 04.02.2025 paid by M/s Ayansh Credit Services LLP to Shah Bano.
- AA. Rs. 5,00,000/- (Rupees Five Lakh Only) through RTGS UTR No. HDFCR52025020487325585 dated 04.02.2025 paid by M/s Ayansh Credit Services LLP to Sher Afgan.
- BB. Rs. 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand Only) vide

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Cheque No. 000051 dated 10.02.2025 paid by Sachin Kumar Bansal to Sher Afgan.

CC. Rs. 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand Only) vide Cheque No. 000096 dated 10.02.2025 paid by Subham Bansal to Sher Afgan.

DD. Rs. 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand Only) vide Cheque No. 000052 dated 13.02.2025 paid by Sachin Kumar Bansal to Shah Bano.

EE. Rs. 5,75,000/- (Rupees Five Lakh Seventy-Five Thousand Only) vide Cheque No. 000097 dated 13.02.2025 paid by Subham Bansal to Shah Bano.

FF. Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) through the same bank Transfer dated 03.03.2025 paid by M/s Ayansh Credit Services LLP to Shah Bano.

GG. Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand Only) through RTGS UTR No. HDFCR52025030396008593 dated 03.03.2025 paid by M/s Ayansh Credit Services LLP to Sher Afgan.

HH. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000099 dated 30.05.2025 paid by Subham Bansal to Sher Afgan.

II. Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only) vide Cheque No. 000055 dated 30.05.2025 paid by Sachin Kumar Bansal to Sher Afgan.

And the receipt of which is hereby acknowledged by the First Party/Landowners.

12. That it is agreed that the First Party/Landowners shall provide the vacant possession of the land for the license of the development of the land in question to the Second Party within 1 (One) months of the demand notice being issued by the PDA, Prayagraj regarding sanctioning of the proposed construction map/plan in respect to the land in question; AND
13. That the present FAR permitted by the PDA, Prayagraj is 2.50 which means that the map will be sanctioned as per the mentioned FAR. However, on 4th of July 2025 vide GO No. 1323/2025/8-3099/2008/2025 the UP state government has notified Model Building Construction and Development byelaws and Model Zoning regulations for Development Authorities of Uttar Pradesh 2025 in which PDA will permit more FAR, and the Second

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Second Party/Developer shall submit revised plan with the consent and prior approval from the First Party/Landowners and shall construct and develop the proposed Group Housing Scheme as per the new revised FAR in the new Building Byelaws, under these circumstances if PDA levies any charges to be expensed for purchasing/additional FAR, the charges will be borne by the First Party/Landowners alone and within 15 days from the date of sanction of the revised Building Plan by the PDA, Prayagraj, the Flats/Residential Units/Saleable area will be distributed between the First Party/Landowner 43% and the Second Party/Developer 57% of the total saleable areas respectively and all the parties to this agreement shall Sign and execute a registered memorandum of understanding/supplementary deed thereof distinctly showing the constructed area to be owned by the First Party/Landowners and the Second Party/Developer in the above ratio in continuation the Indenture for Agreement for Development of Land which will have a legal effect/binding on all the parties this agreement, AND

14. That the entire 43% saleable area along with prorata land owned by the First Party/Landowners as mentioned herein before shall absolutely vest with the First Party/Landowners and they alone shall be entitled to either retain or execute sale agreements or sale deeds of the same at their own discretion by their own signatures without any interference of the Second Party/Developer or its successors or assignees or nominees if required at any time, AND
15. That the entire 57% saleable area along with prorata land owned by the Second Party/Developer as mentioned herein before shall absolutely vest with the Second Party/Developer and the Second Party/Developer shall alone be entitled to either retain or sell the same at their own discretion by the signature of its partner or by its authorized signatory/officer without any interference by the First Party/Landowners, or their heirs,

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legal representatives executors or assignees or nominees. But the Second Party/Developers are permitted to book independent residential dwelling units and accept advances only for their share after signing of this Indenture for Agreement for Development of Land and clear demarcate their units in the approved plan which the PDA has sanctioned if required at any TIME; AND

16. Marketing/Selling of areas:

Whereas if the First Party/Landowners wishes to sell their proportionate share of the saleable area along with the Second Party/Developer, the Second Part/Developer shall be entitled to obtain booking of any Area or to accept any money from public on execution of the present agreement. The Second Party/Developer shall be entitled to negotiate with the prospective Allottee(s) of the unit/ space in the Residential Complex and in this regard shall further be entitled to carry out the following acts.

- A. To sign all the documents pertaining to the allotment of the unit/space to the Allottees in its name.
- B. To negotiate the price of the unit/ space with the Allottees.
- C. To allocate specific space to the Allottees.
- D. To receive and retain the consideration amounts) from the Allottees.
- E. The Second Party/Developer shall alone be entitled to sell the same at their own discretion by the signature of its partners or by its authorized signatory/officer without any interference by the First Party/Landowners, or their heirs, legal representatives' executors or assignees or nominees and all the parties to this agreement authorize for the same.
- F. The Second Party/Developer shall be entitled to enter into agreements for sale and execute the same during the construction period and shall also execute the sale deed/deeds only upon completion of saleable areas of the Project and to receive consideration amount in its own

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name. If required, the First Party/Landowners shall also sign such agreements to sell, and sale deed deeds of the areas sold.

17. The First Party/Landowners shall in case of need also execute all necessary deed(s) or such other document(s) or instrument(s) in favour of the prospective purchaser(s) of unit(s)/space(s) car parking, etc., in respect of the units, floor space(s), etc., agreed to be sold to different prospective Purchaser(s) by the Second Party/Developer at the cost and expense of the said prospective purchaser(s) and shall give the said prospective Purchaser(s) title and interest as may be permissible by present or future laws on the terms and conditions of this Agreement.
18. It is agreed between the parties that all promotional and marketing literature, advertisement, brochures, hoarding etc. released and published pertaining exclusively to this Project shall be under the name and logo of the Second Party/Developer and the First Party/Landowners. It is further agreed that all such expenses shall be apportioned between the Parties in the same ratio as their share in the saleable area and the First Party/Landowners shall refund the same to the Second Party/Developer as demanded by the Second Party/Developer from time to time.
19. During the period of development, the Second Party/Developer as well as the First Party/Landowners are entitled to book areas/space for sale/lease/license and to sign the requisite Agreements with the prospective purchasers/lessees and to receive the payment from them but only after the receipt of license/CLU from the competent authorities. Instruments of sale/conveyance deed shall also be executed & signed by both the Parties.

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Designated Partner



20. It is agreed that the First Party/Landowners and the Second Party/Developer jointly shall handle all promotional activities in the common areas of the Complex, such as renting, advertisements, hoardings, etc. and shall share the income as per their decided ratio as mentioned above.
21. All necessary documents/agreements, conveyance deeds for bookings/sales of Project areas shall be prepared by the Second Party/Developer to maintain uniformity of the terms.
22. It is further agreed between the parties that the right to allot, lease, and rent all the parking slots in covered as well as open car parking areas of the entire Complex shall vest with the Second Party/Developer and the First Party/Landowner as per their decided ratio i.e. 57:43 respectively and they shall be entitled to the proceeds or collections thereof.
23. That the open areas of the land in question after construction of building and the roof top of the Residential Group Housing Building shall be jointly owned by the Second Party/Developer and the First Party/Landowner as per their decided ratio i.e. 57:43 respectively and the same shall always be used by them for more beneficial enjoyment of the entire complex in such manner as they may mutually agree; AND
24. That the passage, common area and common amenities on all the floors of the proposed residential complex shall always be available for use to the First Party/Landowners and the Second Party/Developer, their transferees, and assignees of the Residential Group Housing complex; AND
25. That the Second Party/Developer shall obtain completion certificate as per norms of the PDA, Prayagraj and the applicable Apartments Act, 2010 and RERA, 2016; AND

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26. That after the Residential Group Housing complex is complete and occupied by the First Party/Landowners and The Second Party/Developer or their assignees/agents /representatives/licensees in whatsoever capacity, the cost of its maintenance (In all respects) including payment of Taxes to Prayagraj Municipal Corporation, Prayagraj and/or Prayagraj Jal Sansthan, Prayagraj etc. will be shared by the First Party /Landowners and the Second Party/Developer or their assignees/agents /representatives/licensees in whatsoever capacity, in proportion to the area in their possession; AND
27. That the Second Party/Developer and the First Party/Landowners and their successors, heirs, legal representatives, and assignees shall form a society comprising the Second Party/Developer and the First Party/Landowners and their heirs, legal representative and assignees and/or transferees of various units of Multi Storied residential complex and the said society shall be responsible for maintenance (in all respect) including payment of Taxes to Prayagraj Municipal Corporation, Prayagraj and/or Prayagraj Jal Sansthan, Prayagraj, etc. of the Residential Group Housing Complex; AND
28. That upon completion of the project in all respects, the First Party/Landowners shall be responsible for the liability of Income tax, Capital Gains, T.D.S., G.S.T., or any other tax that may be imposed in future only in respect of their share of the saleable areas. And the Second Party/Developer shall be responsible for the liability of Income tax, Capital Gains, T.D.S., GST, or any other tax that may be imposed in future only in respect of their share of the saleable areas respectively; AND
29. That it is further agreed between the parties that for more clarity and convenience in execution of this project, both the parties shall execute and sign further supplementary M.O.U./M.O.U./M.O.U.'s/documents/deeds etc. as the need arises; AND

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30. That after signing of this M.O.U, the Second Party/Developer shall be authorized to commence promotional activities such as fixing of Flex Board, Signage, Printing of Catalogue, Project Publicity, and other promotional activities at the site and any other place, the Second Party/Developer seems fit; AND
31. That in the event of any dispute(s) between the First Party/Landowners and the Second Party/Developer arising out of this Indenture for Agreement for Development of Land or in connection thereof in respect of the land in question, the same shall exclusively be referred for Arbitration under Arbitration and Conciliation Act of 1996 and the jurisdiction of the civil court(s) is specifically hereby barred and thereto the Arbitrator(s) shall be appointed in accordance with the terms and conditions of this Indenture for Agreement for Development of Land; AND In the event of any aforesaid dispute(s) between the First Party and the Second Party, as the case may be, the concerned party shall notify the other parties through email or any other means of communication to appoint an arbitrator within 60 days from the date of sending the email or any other means of communication and shall itself to appoint an arbitrator within 60 days from the date of sending the email or any other means of communication AND

In the event the First Party or/and the Second Party do not appoint the arbitrator(s) as per the terms and conditions of this Indenture for Agreement for Development of Land, then the same shall be appointed by the Indian Council for Arbitration on the behalf of the concerned party; AND

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

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

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

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

In witness whereas this Indenture for Agreement for Development of Land has been executed and signed at Prayagraj by the First Party/Landowners and Second Party/Developer without any fear or force or undue influence or pressure or coercion, willingly, on this 28th day of July 2025 in presence of witnesses.

DETAILS OF THE PROPERTY TO BE DEVELOPED (SCHEDULE -I)

The property to be developed comprising of Arazi Nos. 275/2, 275/2Mi, 276, 276/3Mi, 282, 283, 276Mi situated at Mauza- Mahewa Patti Poorab Uparhar, Pargana- Arail, Tehsil- Karchhana, Distt. Prayagraj, an area admeasuring 2750.00 Sq. Mtrs. beneath the proposed building "SAIDHAM BS RESIDENCY" for construction and marked red in the annexed map and bounded given below:

North	:	43 Feet / 13 Meter wide Indalpur Road
South	:	Part portion of aforesaid land
East	:	Arazi No. 281
West	:	Part portion of aforesaid land

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Designated Partner





VALUATION OF PROPERTY FOR PAYMENT OF STAMP DUTY

Property is situated in Mauza- Mahewa Patti Poorab Uparhar, Pargana- Arail, Tehsil- Karchana, Distt. Prayagraj of the Circle Rate and is governed by V code No. 0085 on page no. 49 according to collector's prescribed rate valuation as under: -

Area 2750.00 Sq. Mtrs. X 17000/-	=	4,67,50,000/-
Total	=	4,67,50,000/-

The valuation of total land is Rs. 4,67,50,000/- and liability of Stamp is 32,72,500/-.

That the stamp duty has been paid Rs. 32,72,500.00 vide E-Stamp Certificate No. IN-UP 65010650154256X dated ³⁰ 07-2025.

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[Signature]

First Party/Landowners

Ayansh Credit Services LLP

[Signature]
Designated Partner

Second Party/Developer

[Signature]



Witnesses:

1. Ali Sher

S/o Late Bachai
R/o 7B, Indalpur Road,
Mahewa Patti, Arail,
Naini, Prayagraj.
Aadhar No. xxxx-xxxx-6501



2. Devesh Kumar Srivastava

S/o Late Chandra Kishor Srivastava
R/o, 209D/R/9M, Kalindipuram,
Prayagraj- 211011 (U.P.)
Mob No: 7991278888
Aadhaar No. xxxx-xxxx-8943



Drafted By

Shahbaz Shakeel

:

Shahbaz Shakeel (Advocate Reg No. UP24141/22)

Typed By

[Signature]

:

Ashutosh Kumar Srivastava

Shahbaz Shakeel

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Designated Partner

आवेदन सं०: 202500892010984

बही संख्या 1 जिल्द संख्या 9501 के पृष्ठ 133 से 198 तक क्रमांक 8978 पर दिनांक
30.07/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


नीरज कुमार भाण्डेय

उप निबंधक : करछना

प्रयागराज

30.07/2025

