



उत्तर प्रदेश UTTAR PRADESH

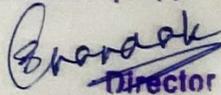
FW 694954

Memorandum of Understanding (MoU)

This MoU is being made & executed at Kanpur on this 1st day of September 2022 by and among:

1. M/s Chandak Builders and Developers Private Limited, a Private Limited Company, incorporated under Companies Act 1956 having its registered office 603, City Centre 63/2 The Mall, Kanpur, Uttar Pradesh - 208001 (PAN: AAACF2161L) hereinafter referred to as the "Promoter / Developer entity" of the agreement, acting through its director Mr. Sandeep Chandak, S/o Mr. Kamal Chandak, Age 38, 56-P Cantt, Kanpur - 208004 (Aadhaar No.: 4844 6705 0500) (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include its Partners, legal representatives, nominees, successors & the permitted assigns etc.) of the **FIRST PART**;
2. Mr. Darshan Lal Kohli (Aadhar No. 8479 7183 8211 & PAN - AFCPK1304E) S/o Late Harbhagwan Kohli aged about 83 years, residing at 46A, Rail Bazaar, Cantt, Kanpur - 208004 (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**;

Chandak Builders and Developers (P) Ltd.


Director

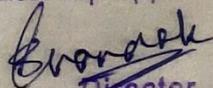
3. Mr. Jogendra Kumar Kohli (Aadhar No. XXXX XXXX 8312 & PAN - AAJPK3749F S/o Late Harbhagwan Kohli, residing at QU 281-A, Pitampura, Delhi - 110034 (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the THIRD PART;
4. Mr. Jagjeet Kumar Kohli (Aadhar No. 3665 8818 4966 & PAN - AFCPK1303D) S/ Late Harbhagwan Kohli aged about 78 years, residing at 190, Subhash Road, Harjender Nagar, Kanpur represented through his Power of Attorney Holder Mr. Darshan Lal Kohli, S/o Late Harbhagwan Kohli aged about 83 years, residing at 46A, Rail Bazaar, Cantt, Kanpur - 208004 (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the FOURTH PART;
5. Mr. Jagmohan Lal Kohli (Aadhar No. 6932 1338 7962 & PAN - AIIPK5986F) S/o Late Harbhagwan Kohli aged about 67 years, residing at H-1, 38, Krishnapuram, Kanpur represented through his Power of Attorney Holder Mr. Darshan Lal Kohli, S/o Late Harbhagwan Kohli, Age 83, 46A, Rail Bazaar, Cantt, Kanpur - 208004 (which expression unless repugnant to the context or opposed to the context or meaning thereof be deemed to include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the FIFTH PART;

That the First party as mentioned above shall be referred as "Promoter/Developer". The parties 2 to 5 above shall collectively referred to as the "Land Owners". Further all the parties as mentioned above shall collectively be known as "Parties" and individually as the "Party".

WHEREAS

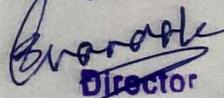
1. The Party no. 1 as mentioned above of this MoU shall construct and develop total 10 (Ten) plots on a land portion of Premises No. RP/125, situate at Ram Puram, forming part of portion of arazi No.870 Mi situated at Mauza Daheli Sujapur, Kanpur Nagar Now known as Ram Puram, Kanpur Nagar, admeasuring 2451.96 Sq. mtr. herewith (hereinafter referred to as the "Project land(s)"), in the name and style of "Aradhana Enclave";
2. That the project land was previously owned by the above parties no. 2 to 5 to the extent of their respective shares in "Project Land(s)" & as per sale deeds & other documents; which has been acquired by the Promoter via registered Sale Deed no. 18627 dated 29.11.2021;

Chandak Builders and Developers (P) Ltd.


Director

3. That the above parties no. 2 to 5 have no involvement in the development of the project "Aradhana Enclave" though the project layout/maps have been sanctioned on the name of parties no. 2 to 5 by Kanpur Development Authority;
4. That party 4th and 5th have executed a registered power of attorney in favor of Party no 2, registered on 17-11-2020 at sub registrar Kanpur, through which all the decision making rights has been transferred w.r.t. the project and project land to party no. 2, copy of the said registered POA is attached with this MoU;
5. That the Promoter who possess lawful and peaceful possession the project land shall be solely responsible to develop the said project, and to look after, supervise, manage, oversee, and regulate the progress of day to day work of development of plots;
6. That the promoter shall complete the project and will requisite obtain approvals and NOCs from Concerned Authorities or Governmental Departments, before applying for the completion of the project;
7. That after obtaining requisite NOCs, promoter will apply for completion of the project before Kanpur Development Authority and obtain the same within reasonable period of time;
8. That promoter has undertaken to pay all the requisite fees, duty, stamp, charges as levied or to be levied by Kanpur Development Authority;
9. That the Promoter shall have exclusive rights to sell, book, or market the said project, and parties no. 2 to 5 shall have no objection w.r.t. the same;
10. That the Promoter shall receive the entire realizations including earnest money, part payments, considerations, and other amounts on any account receivables from the Unit Purchasers and other persons in respect to the project;
11. That the agreements, receipts, confirmations, applications, sale deed, final deed of transfer and other documents shall be executed by the Promoter, without any intervention of the parties no. 2 to 5;
12. That parties no. 2 to 5 hereby agrees and understand to cooperate with promoter in signing all the requisite documents/Deed/Certificate required for obtaining completion certificate;

Chandak Builders and Developers (P) Ltd.


Director

13. That parties no. 2 to 5 irrevocably agree for the clauses as mentioned above, and with sound consent mind give all rights with respect to the said land to the Promoter;

Accordingly the parties aforesaid have executed this MoU on the date and year mentioned above and have caused this MoU to be signed on their names in the manner set out below.

Witness: -

1. सजय गुप्ता

संस्थान - राम चन्द्र गुप्ता

मठ नं० - 62/61A हरद्वार

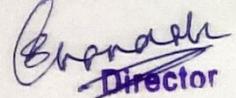
मोहाक (निबडरा) काठपुर

2.

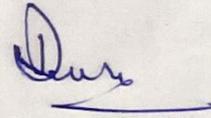


Rajendra Prasad
S/o R.R. Singh,
63/2 City Centre
The Mall Kathpur

For Chandak Builders and Developers Private Limited
Chandak Builders and Developers (P) Ltd.



(Authorized Signatory)
Promoter



Mr. Darshan Lal Kohli
(For Self and as constituted
Attorney of Party No. 4 & 5
i.e. Dr. Jagjeet Kumar Kohli
and Mr. Jagmohan Lal Kohli)

For Mr. Jogendra Kumar Kohli

(Self)
Agreement Member (s)

क्रमांक नं. 2857
स्टाम्प विभाग
आय नं.
स्टाम्प क्रमांक
पूरा पता.....
स्टाम्प की धरणी.....

07/03/2012

जगदल बिहारी सा इन्फार्मेशन

दत्त

अतुल शुक्ला स्टाम्प विभाग
नॉम्बर-140/12-13 जाउकी पिन 31-3-201
श्रीधर हनुमानपुर कासगढ़

Director Builders and Developers Ltd.

Director