

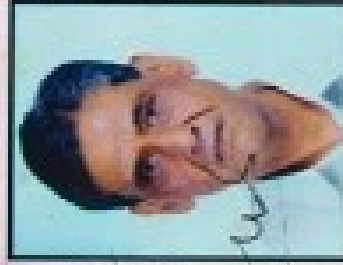
भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES



LADESI



उत्तर :

28/08/2015

28/08/2015

28/08/2015

JOINT VENTURE AGREEMENT (JVA)

This Joint Venture Agreement (JVA) is made on this 27th day of August, 2015
BETWEEN:-

1. Dr. Ashok Kumar Srivastava S/o Late Radhey Shyam Srivastava presently residing at 318, Alopi Bagh, Allahabad for himself and as registered power of Attorney holder of Smt. Renu Kumar W/o Dr. Anil Kumar, D/o Late Radhey Shyam Srivastava, R/o 4006, IIT, Kanpur, and permanent resident of 318, Tula Ram Bagh, Allahabad vide registered Power of Attorney dated 23.12.1986 registered with Sub-Registrar, Allahabad in Bahi No. 4, Zild No. 649 in pages 63 to 66 at Serial No. 2057 dated 31.12.1986, Smt. Asha Verma W/o Shri K.K. Verma, D/o Late Radhey Shyam Srivastava, R/o Lotus Apartment, Civil Lines, Allahabad and Shri Lalit Kumar Srivastava S/o Late Radhey Shyam Srivastava, R/o 31, Anila Ghosh Road, Calcutta both permanent resident of 318, Tula Ram Bagh, Allahabad vide registered power of attorney dated 15.10.1986 and registered with Sub-Registrar, Allahabad in Bahi No. 4, Zild No. 597 in

Mira Infrastructures

Mamji K. Mirji

Director

[Signature]

[Signature]

Sai Dham Residency

Chief Executive Officer



1. Shri Vinod Kumar Srivastava S/o Late Radhey Shyam Srivastava, R/o 318, Tulsi Ram Bagh, Allahabad.

(Hereinafter Collectively/Jointly called "The First Party/the Lessees"); which expression shall unless repugnant or opposed to the context here of include their successors, legal, representative, executors and assigns unless expressly excluded.

AND

1. Shri Prem Shanker Dubey S/o Shri T.N. Dubey, R/o 106, Badshahi Mandi, Allahabad, Secretary of M/o Pratibha Sahkari Avas Samiti Limited having its registered office at 65, Mutthiganj, Allahabad (Regd. No. 706).

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Sai Dham Residency
Chief Executive Officer

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Mera Infra ventures Private Ltd
Mary K. M. M.
Director



उत्तर प्रदेश UTTAR PRADESH

(Hereinafter called "the second Party"); the Society which expression shall unless repugnant or opposed to the context here of include his successors, legal, representative, executors and assigns unless expressly excluded.

AND

1. M/s Misra Infraventures Pvt. Limited, a company duly incorporated under the Indian Companies Act of 1956 having its Branch Office at 5, Elgin Road, Civil Lines, Allahabad-211001 through its Director **Shri Manoj Kumar Misra** Son of Late Mahendra Nath Misra, resident of 33, Darbhanga Colony, Allahabad.

(Hereinafter called "MIPL, "The Third Party"); which expression shall unless repugnant or opposed to the context here of include its successors, legal, representative, executors and assigns unless expressly excluded.

AND

1. M/s Sai Dham Residency a partnership firm registered with Registrar of Firms and Societies under The Indian Partnership Act of 1932 and having its Registered Office at 12/16, Mayo Road, Allahabad-211001

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Sai Dham Residency
Chief Executive Officer

भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

रु.1000

ONE THOUSAND RUPEES

Rs.1000

उत्तर प्रदेश UTTAR PRADESH

15 AUG 2020 204992

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through its CEO, Rajesh Kumar Gupta S/o Shri R.P. Gupta/ R/o 21/19,
Maya Road, Allahabad-211001.

(Hereinafter called "**The fourth Party**"/ "**The Builder**"); which expression shall unless repugnant or opposed to the context here of include its successors, legal, representative, executors and assigns unless expressly excluded.

WHEREAS the First Party/The Lessors namely Dr. Ashok Kumar Srivastava S/o Late Shri Radhey Shyam Srivastava, Bent. Remu Kumar W/o Dr. Anil Kumar/D/o Late Shri Radhey Shyam Srivastava, Smt. Asha Verma W/o Shri K.K. Verma D/o Late Shri Radhey Shyam Srivastava, Shri Vinod Kumar Srivastava S/o Late Shri Radhey Shyam Srivastava, and Shri Late Kumar Srivastava S/o Late Shri Radhey Shyam Srivastava being heirs and legal representatives of Late Shri Radhey Shyam Srivastava are the lease holders of Karol Site No. 1, Belli Musaharja, Allahabad along with buildings and structures standing there on numbered in Municipal as House No. 6, Kanpur Road,

Misra Ventures Pvt. Ltd

Manoj K. Mishra

Director

Atul

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Sai Dham Residency

Chief Executive Officer

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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रु.1000

ONE THOUSAND RUPEES

Rs.1000

उत्तर प्रदेश UTTAR PRADESH

25 AUG 1985

AD 40497

Allahabad admeasuring total Area - 2 Acre and 2979 Sq. Yards or 12659 Sq. Yards or 10558.380 Sq. Meters including out houses.

AND WHEREAS the aforesaid Nagul Site No. 1, Bell Mustkharja, Allahabad was purchased by Late Shri Radhey Shyam Srivastava vide registered Sale Deed dated 23.02.1948 registered in Bahi No. 1, Zild 846 in pages 197 to 206 at Sl. No. 281 on 27.02.1948 from its previous owner/lessee Shri Anil Mukherjee and other. The Lease was renewed in the name of Dr. Radhey Shyam Srivastava on 28.04.1954 by Governor for 30 Years w.e.f. 01.10.1951 and which is registered at Bahi No. 1, Zild No. 582 in pages 344-346 or Document No. 2409 on 27.12.1954 at Office of Sub-Registrar, Chauli, and District. Allahabad with right of renewal for another lap of 30 years total not exceeding 90 years.

AND WHEREAS the Lessees namely Dr. Ashok Kumar Srivastava and others had entered into a registered agreement to sell with the Second Party the society namely M/s Pratibha Sahkari Avas Samiti Limited through its Secretary, Shri Prem Shanker Dubey vide registered agreement to sell dated 27.09.1986 for a sum of Rs. 9,75,000/- (Rupees Nine Lacs Seventy Five Thousand Only) and the

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Sai Dham Residency

Chief Executive Officer

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Mera Infrastructures Private Ltd

भारतीय गैर न्यायिक INDIA NON JUDICIAL

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ONE THOUSAND RUPEES

Rs.1000

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Society has already paid to the First Party the entire, the receipt of which is hereby acknowledged by the First Party.

AND WHEREAS as per the U.P. State Government's Nazul Policy of 1998 the Second Party, the Society applied for conversion of lease hold rights into freehold rights in the name of the Lessees namely Dr. Ashok Kumar Srivastava and his family members and submitted an Application for Grant of Free-Hold Rights on 28.02.1999 vide application No. 2387 and the confirming party/society deposited on behalf of lessors a sum of Rs. 9,52,575/- on 24.02.1999 in to the U.P. Government Accounts vide Treasury Challan No. 1 and A.K.8 dated 24.02.1999 for grant of Free-Hold Rights for an entire area of 12659 Sq. Yards or 10000.38 Sq. Meters of Nazul Site No. 1, Bell Mustidharja, Allahabad an 20% of self assessed amount.

AND WHEREAS due to indifferent attitude of the concerned authority but the aforesaid free hold Application was not decided and Free-Hold Rights can now be obtained as per Government's Order dated 04.03.2014 and amended

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Sai Dham/Residency

Chief Executive Officer

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Mera Infrastructure Pvt. Ltd

Government Order Dated 15.01.2015 or as per the State Govt's Policy that may further be declared by Government of U.P. from time to time.

AND WHEREAS due to want of requisite permissions from the authorities concerned, the aforementioned the lessees Dr. Ashok Kumar Srivastava and others could not execute sale deed in favour of the Second Party the Society namely M/s Pratibha Sahkari Avas Samiti Ltd, although M/s Pratibha Sahkari Avas Samiti Ltd. had paid substantial amount to aforementioned Dr. Ashok Kumar Srivastava and others as per the registered agreement dated 27.09.1986.

AND WHEREAS aforementioned Dr. Ashok Kumar Srivastava and others, the lessees and Sri Prem Shanker Dubey Secretary Pratibha Sahkari Avas Samiti Ltd. decided to develop 12095 Sq. Yards or 10086.52 Sq. Mtrs. lands out of total 12659 Sq. Yds. or 10588.38 Sq. Mtrs. land on Nazul Plot No.1, Beli Mustkharja, Tehsil Sadar, Allahabad bearing Municipal No.6, Kanpur Road, Allahabad, having present No. 6, P.D. Tandon Road, Allahabad. Remaining 600 Sq. Yrds or 501.86 Sq. Mtrs. land of the aforesaid sold Plot shall be retained by Dr. Ashok Kumar Srivastava, the original lessee as per the oral family settlement among the lessees as its exclusive owner.

AND WHEREAS knowing the idea of Dr. Ashok Kumar Srivastava and others, the Lessees and Sri Prem Shanker Dubey Secretary of aforementioned Pratibha Sahkari Avas Samiti Ltd., the Third Party offered that it will develop the aforesaid property at its own costs and expenses. The Third Party also agreed to settle with the tenants of the main building as well as occupants of out houses of the aforesaid premises at its own costs and efforts.

AND WHEREAS now the aforementioned 2nd party the society through its secretary Sri Prem Shanker Dubey of M/s Pratibha Sahkari Avas Samiti Ltd. and the lessees the First Party agreed to develop a group housing scheme or any other scheme of Govt. of U.P. over the 12039 Sq. Yards or 10086.38 Sq. Meters land of Nazul Plot No. 1, Beli Mustkharja, Tehsil Sadar, Allahabad bearing municipal house No. 6, Kanpur Road, Allahabad and present House No. 6 P.D. Tandon Road, Allahabad and Dr. Ashok Kumar Srivastava one of the Lessee shall retain 501.86 square meter or 600 Sq. Yrds Free Hold land as its exclusive owner and this 501.86 square meter or 600 Sq. Yrds land is to be made free hold by the third party at its own means, cost and expenses.

AND WHEREAS after knowing the idea of the first party the lessees and 2nd party Sri Prem Shanker Dubey, Secretary of the aforementioned society M/s Pratibha Sahkari Avas Samiti Ltd., M/s Misra Infrastructures Pvt. Limited (in short

Manoj K. Misra

Director of Infrastructures

Atul

Misra

Sai Dham Residency
Chidambaram

MIPL) offered to develop the aforesaid property by its own means, costs and expenses. The MIPL also agreed to settle with the tenants namely Smt. Rani Gulati and Smt. Manish Gulati residing in the main building as well as other legal/illegal occupants of the out houses of the aforesaid premises at its own costs and efforts. And in part performance of the said registered agreement to sell dated 27.09.1986 the first party the lessors are joining/aligning this joint venture agreement (JVA) but the first party/the lessors shall have nothing to do with the balance constructed area except the 600.00 Sq. Yards of land which is being retained by one of the lessee Dr. Ashok Kumar Srivastava.

AND WHEREAS after many rounds of negotiations the offer of the M/s Mira Infrastructures Pvt. Ltd. was accepted by aforementioned the Lessees Dr. Ashok Kumar Srivastava and others and the 2nd party the Society through its Secretary Sri Prem Shanker Dubey the Secretary of the aforementioned Avas Samiti and it was agreed that the MIPL shall obtain Free Hold Rights either at its own costs and expenses or in collaboration with other person/firm/company for entire Nazul Plot No. 1, Bell Mustikharja, Allahabad Area 12659 Sq. Yards or 10086.52 Sq. Meters, freehold rights shall be obtained by applying either on full or in parts and thereafter the MIPL shall construct multi-storied residential apartments under Group Housing Scheme or under any other scheme of Govt. of U.P. at its own costs and expenses or in collaboration with other person/firm/company only over an area of 12059 Sq. Yards or 10086.52 Sq. Meter and executed a Memorandum of Understanding (MOU) dated 6th day of September 2014 and as per the said MOU Out of total area of 12659 Sq. Yards or 10086.52 Sq. Meters of land, 600 Sq. Yards or 501.86 Sq. Meters free hold land of the aforesaid plot shall be retained by Dr. Ashok Kumar Srivastava as its exclusive owner and the balance 12059.00 Sq. Yards or 10086.52 Sq. Meters only shall be developed by the MIPL, at all its own cost and expenses as per the terms of the said MOU.

It was also agreed that the MIPL shall settle with the tenants of the main building as well as the other occupants of the out houses at its own costs, expenses and efforts. It was also agreed that the MIPL shall obtain layout/map sanction of entire 12059 Sq. Yard = 10086.52 Sq. meters Area of Nazul Plot No. 1, Bell Mustikharja, Allahabad after leaving 600.00 Sq. Yard or 501.86 Sq. Meters to be earmarked, retained and developed by aforementioned Dr. Ashok Kumar Srivastava as its exclusive owner and MIPL shall develop the balance area of 12059.00 Sq. Yards or 10086.52 Sq. Meters at its own costs and expenses or in

Sai Dham Residency

Chief Executive Officer

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Mira Infrastructures Private Ltd

May 14, 2015,

Director



collaboration with other person/firm/company under group housing scheme of Govt. of U.P.

AND WHEREAS some other conditions are also laid down in the said MOU dated 06.09.2014 between the First Party the Lessees, The Second Party the Society and MIPL, and it will be the full obligation and liability of the MIPL to fulfill those terms and conditions of the said MOU and fully satisfy the First Party the Lessees and the 2nd Party the Society. However the parties may otherwise agree in writing.

AND WHEREAS to fulfill the obligations as per the MOU dated 06.09.2014 M/s Misra Infrastructures Private Ltd, through its Director, Manoj Kumar Mishra approached the 4th Party the Builder namely M/s Sai Dham Residency to get the Lease Hold Rights converted into Free Hold Rights in the name of The First Party/the Lessees and to obtain Development Plan sanctioned in respect of 12659.00 Sq. Yard of land or 10588.38 Sq. Meter of land of Plot No. 1, Bell Mustichurja, Allahabad after earmarking 600.00 Sq. Yard or 501.86 Sq. Meter land to be retained by the original Lessee namely Dr. Ashok Kumar Satwastava as per the terms of the MOU dated 06.09.2014 and develop the balance 12059 Sq. Yard or 10086.52 Sq. Meters land of aforementioned Nazul Plot No.1, Bell Mustichurja, Allahabad as per the sanctioned plan under the Group Housing Scheme or any other Scheme of the Government of U.P. The aforesaid request of Builder has been accepted by M/s Sai Dham Residency the 4th Party/The Builder has agreed to join and develop the aforesaid Plot No. 1, Bell Mustichurja, Allahabad, by constructing multiunit residential apartments as per the sanctioned plan under the Group Housing Scheme or any other Scheme of Government of U.P. on the terms and conditions mentioned hereinafter as per terms of the MOU dated 06.09.2014, and in part performance of that MOU, the MIPL has also entered into a MOU dated 14-08-2015 with the tenants of the main building namely Smt. Ram Gulati and Smt. Manish Gulati, and they are also signing as witnesses to this registered document as confirmation and approval of the MOU dated 14-8-2015 and handing over the vacant possession of the building along with appointment bond to the MIPL and the 4th party the builder and it will be the full obligation and liability of the MIPL to fulfill those terms and conditions of the said MOU dated 14-8-2015.

Misra Infrastructures Private Ltd

Manoj K. Mishra

Director

Sai Dham Residency

Chief Resident Officer

NOW THE PARTIES HERETO COVENANTS AS UNDER:-

1. That the first party the lessees do hereby declares that Kusal Plot No.1, Bell Mustikharja, Allahabad area 12659.00 Sq. Yards or 10588.38 Sq. Meters, as more fully described at the end of this deed and also shown to be bounded by Red Lines in the annexed map, is exclusively owned/leased and possessed by the First Party Lessees namely Dr. Ashok Kumar Srivastava and others and is free from any encumbrances liens or charges.
2. That the First Party Lessees and the Second Party the society, the third MHP, and the fourth parties have decided to get this JVA executed after leaving the 600.00 Sq. Yards or 501.86 square meter land with Dr. A. K. Srivastava of the first party and the first party lessees shall have nothing to do with the saleable constructed area except the 600.00 Sq. Yards or 501.86 square meter of freehold land which is being retained by one of the Lessee namely Dr. Ashok Kumar Srivastava to their entire satisfaction.

3. That if the freehold rights are obtained in parts the total saleable constructed area shall also be shared by the parties to this agreement on the same pro-rata basis Tower wise/Block wise/Floor wise. Pursuant to this condition the first party the lessees had filed a writ petition in the Hon'ble High Court of Judicature at Allahabad vide Writ C No. 12148 of 2015 and the Hon'ble Bench was pleased to pass an interim order dated 26.02.2015, and pursuant to that order the fourth party the builder applied a fresh freehold application with the District Magistrate for conversion of lease hold rights into freehold in 5 parts of 592.00 Sq. Meters each totaling = 2960.00 Sq. Meters in the name of the lessees the 1st party and deposited Rs. 24,46,470.00 for each application totaling Rs. 1,22,32,350.00 as per the following:-

- A. Freehold Application No. 86 dated 31.03.2015 for 592 Sq. Meters deposited Rs. 24,46,470.00 vide treasury challan No. 11017 dated 26.03.2015 in the name of Smt. Asha Verma W/o Shri K.K. Verma.

- B. Freehold Application No. 87 dated 31.03.2015 for 592 Sq. Meters deposited Rs. 24,46,470.00 vide treasury challan No. 11018

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Director

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dated 20.03.2015 in the name of Mst. Ramu Kumar W/o Dr. And Kumar.

C. Freehold Application No. 88 dated 31.03.2015 for 592 Sq. Meters deposited Rs. 24,46,470.00 vide treasury challan No. 110108 dated 20.03.2015 in the name of Dr. Ashok Kumar S/o Late Rodhey Shyam Srivastava.

D. Freehold Application No. 89 dated 31.03.2015 for 592 Sq. Meters deposited Rs. 24,46,470.00 vide treasury challan No. 11024 dated 20.03.2015 in the name of Vinod Kumar Srivastava S/o Late Rodhey Shyam Srivastava.

E. Freehold Application No. 90 dated 31.03.2015 for 592 Sq. Meters deposited Rs. 24,46,470.00 vide treasury challan No. A80129 dated 21.03.2015 in the name of Shri Lata Kumar Srivastava S/o Late Rodhey Shyam Srivastava.

The Third and the Fourth Party undertake and declare that the application for grant of freehold rights shall be filed within seven days from the date of execution of this agreement and the 3rd and the fourth party shall deposit the 25% of the self assessed amount along with the application for grant of freehold rights in favour of Dr. A. K. Srivastava in respect of 600.00 Sq. yards or 501.86 Sq. Mtrs land to be retained by Dr. A.K. Srivastava in and portion to be separated by boundary wall on all sides within 15 days from date of execution of this agreement.

It has been decided between the parties that the 4th Party with the help of the MPEL, shall submit a fresh application for remaining part with in 3months from the date of sanction of development plan by the ADA.

The MPEL shall be entitled to claim the refund of the freehold charges already deposited, from DM, Alahabad for obtaining freehold rights in the said property in favour of the original lessees and in case any benefit is obtained and freehold amount already deposited is reduced from Rs. 18,00,00,000/- then such benefit shall entirely go to the 3rd party, the MPEL as per the MOU dated 06-09-2014. The First party, The Second Party agrees and give consent to reimburse the refunded entire amount to the 3rd party MPEL as and when refund is made in their favor. However 10% out of the total refund made to the 3rd party MPEL shall be paid to the second party by the third party and the first party shall have no objection in it.

4. That it is hereby specifically agreed between the parties to this deed that, subject to all sanctions and approvals by all concerned Government

Union Management Private Ltd

Dr. A. K. Srivastava

Dr. A. K.

Shrivastava

Sai Dham Residency

Chief Executive Officer

agencies/authorities in this regard, Group Housing Scheme shall be made and constructed by the 4th Party the builder over the said Kuzal Plot No. 1, Bell Masthbarja and having House No. 6, P.D. Tandon Road, Allahabad at its sole cost, risk and responsibility and subject to the other terms and conditions as elsewhere stated in other clauses of these presents. **Dr. A. K. Srivastava of the First Party/The Lessees will retain 600.00 Sq. Yards = 501.86 Sq. Meters of the vacant freehold land out of the total 12659.00 Sq. Yard = 10588.38 Sq. meters as earmarked in the map and will have nothing to do with the developed/saleable constructed area. And it is hereby further specifically agreed to between the parties to this deed that, 40% or 110000.00 sq. feet (whichever is higher) out of the total saleable constructed area along with proportionate land floor wise, Tower wise and block wise thereto out of the total saleable constructed area together with proportionate land on 12089.00 Sq. Yards = 10086.52 Sq. Meters of land so made and developed shall vest and belong to the MIPL i.e. M/s Miera Infraventures Pvt. Ltd., and thereafter the balance remaining 60% of the total saleable constructed area together with the proportionate land floor wise / tower wise/ block wise shall vest and belong to the fourth party the Builder on completion of the construction tower wise/ phase wise in respect of which completion certificate shall be issued by Allahabad Development Allahabad.**

5. That 20% of the 40% or 110000.00 sq. feet (whichever is higher) i.e. 22000.00 sq. feet out of the total saleable constructed area together with proportionate land floor wise, Tower wise and block wise shall vest and belong to the Second Party the society namely M/s Pratibha Sahkari Avas Samiti Limited through its Secretary, Shri Prem Shankar Dubey on completion of the construction tower wise/ phase wise in respect of which completion certificate shall be issued by Allahabad Development Allahabad.

6. That 60% of the total saleable constructed area along with proportionate land floor wise, Tower wise and block wise thereto out of the total saleable constructed area together with proportionate land on 12089.00 Sq. Yards = 10086.52 Sq. Meters of land so made and developed shall vest and belong to the M/s Sai Dham Residency a partnership firm registered with Registrar of Firms and Societies under the Indian Partnership Act of 1932 and having its Registered Office at

Miera Infraventures Private Ltd

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Director

[Signature]

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Sai Dham Residency

Chief Executive Officer

12/16, Mayo Road, Alahabad-211001 through its CEO, Rajesh Kumar Gupta S/o Shri R.P. Gupta/ R/o 21/19, Mayo Road, Alahabad-211001 on completion of the construction tower wise/ phase wise in respect of which completion certificate shall be issued by A. B. A., Alahabad.

7. The settlement in any form of outhouse dwellers, shall be the sole responsibility of the 4th Party the Builder with the cooperation of the 3rd party MHP, and the entire expenses in this regard shall be borne by the 4th party but the tenants in the main building namely Shri. Rani Qudat and Shri Manish Qudat shall be settled by the third party alone on its own cost as per the previously executed MOU between them.
8. The second Party, the Third Party and the Fourth Party alone shall be entitled to execute sale deed/deeds of the constructed saleable area with proportionate land of their respective share phase wise/tower wise/block wise/floor wise as may be completed as per sanctioned plan and on issue of completion certificate subject to other terms contained in this agreement.
9. That the Fourth party has got the building plan already prepared by a competent architect and shall submit the same for sanction before Alahabad Development Authority, Alahabad for its approval at its own risk, cost, expenses and persuasion. Out of the total land for development 10086.52 Sq. meters 343.210 Sq. meters is affected by the Master Plan of Alahabad 2021 in road widening of PD Tandon Road, 972.25 sq. meters will be affected by compulsory 10% greens as per Building Byelaws 2012, 4290.18 Sq. meters of land will go in roads, setbacks, parking and other services and only 2460.78 Sq. meters of land will be used for construction as covered area. The Fourth Party shall at its/ their exclusive risk, cost and expenses apply for and obtain all permissions and sanctions including the letter of intent as may be as required from all/ any Government Departments or other agencies for the construction of the Group Housing Scheme as per this agreement with the joint signatures of the 3rd party MHP, and the 4th party the Builder.
10. That in pursuance of the terms of agreement as stated out in clause no. 9. On above, the Third and Fourth party will submit to the Alahabad

Mera Infrastructures Private Ltd

Mr. A. B. A.

Director

Sal Dhan Resident

Chandigarh

Development Authority a site plan of the proposed Group Housing Colony with the joint signatures of the 3rd party MIPL and the 4th Party the Builder.

11. That the funds for construction of the group housing scheme and completion of the project and all other costs and expenses in relation thereto shall be arranged and borne by the Fourth party alone, which shall be the sole and exclusive risk and responsibility of the Fourth party.
12. That on completion of the project phase wise/ tower wise of the Group Housing Scheme completion of the project phase wise /tower wise/ block wise/ over the land applied for freehold, the constructed saleable area with proportionate land, 40% or 110000.00 sq. feet (whichever is higher) out of the total saleable constructed area along with proportionate land floor wise, Tower wise and block wise thereto out of the total saleable constructed area together with proportionate land as 12089.00 Sq. Yards = 10086.82 Sq. Meters of land to be made and developed shall vest and belong to the MIPL i.e. M/s. M/sa Infra ventures Pvt. Ltd., and 20% of the 40% or 110000.00 sq. feet (whichever is higher) i.e. 22000.00 sq. feet shall vest and belong to the second party society and thereafter the balance remaining 60% of the total saleable constructed area together with the proportionate land floor wise / tower wise/ block wise shall vest and belong to the fourth party the Builder. A supplementary MOU will be executed between the 2nd, the 3rd, and the 4th parties to this agreement marking specific portions of the 2nd, the 3rd, and the 4th parties to this agreement in the entire saleable constructed area tower wise, floor wise and block wise as per the ratio settled and given herein before within 15 days from the date the map is prepared/applied/sanctioned/approved by the relevant authorities. It is further agreed between the parties hereto that in case any terms and conditions is left and not appeared in this JVA the same will be added or amended with the mutual consent of the parties hereto in this JVA.
13. That only after the completion of the construction of the project as per freehold applied and constructed area and obtaining the completion certificate block wise/floor wise to the effect by the Second party the 40% of saleable constructed area along with proportionate land floor wise and block wise as owned by the MIPL.

M/sa Infra ventures Pvt. Ltd

(Signature)

Director

Sai Dhanu Redden
Executive Offc

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M/sa Infra ventures Pvt. Ltd

As the Second Party in the ratio as mentioned herein before and shall absolutely vest in the MIPL & the Second Party and the MIPL & the Second Party alone shall be entitled to either retain or execute sale deed/deeds of the same at their own discretion by their own signatures without any interference by the other parties or their successors or assignees or nominees.

14. Similarly only after the completion of this construction project and obtaining the completion certificate block wise/floor wise to the effect by the Fourth Party, the entire **60% of saleable constructed area** along with proportionate land Tower wise, floor wise and block wise as owned by the Fourth Party as mentioned herein before shall absolutely vest in **the Fourth Party and The Fourth Party** shall alone be entitled to either retain or sell the same at their own discretion by the signature of its CEO or by its authorized officer without any interference by the first party, the Second party, the confirming party and MIPL or their heirs, legal representatives, executors or assignees or nominees.
15. That the MIPL, the Second Party and the Fourth Party all are entitled to book their respective shares of the saleable constructed area with proportionate land and accept advance only for their shares after the execution of this (JVA) as per prepared maps for approval and earmarking their respective shares block wise and floor wise.
16. That the First Party/The Lessees, the Second Party, the tenants and MIPL shall hand over the said land in vacant possession to the Fourth Party/The Builder as per terms of this agreement only for the limited purposes of construction of the Group Housing Scheme as per the sanctioned plan in terms of this JVA strictly as per map sanctioned by ADA, Allahabad after signing/execution of this present JVA. It is specifically understood between the parties to this deed that such handing over of the site by the Lessees to the Fourth Party is merely a license to commence the construction activity and does not in any manner what so ever, confer any right title or interest of any sort in favour of the Fourth Party. The responsibility of taking possession from the occupants of out houses shall be of the 4th party with the help of 3rd party and the entire expenses therein shall be borne by the 4th party. The 4th party shall complete the project with in three years from the date

Mera Infra ventures Private Ltd

May 16, 2024

Director

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Sai Dhanu Residency

[Signature]



is later, The aforesaid period of three years may be extended to further of 6 months each on the request of the 4th party by the 2nd and the third party in writing. In case of delay the 4th party shall be liable to pay damages for delay per month to the 2nd and the 3rd party as may be mutually agreed.

17. That only after execution of free hold deed, and application for approval of the proposed map is submitted to the Allahabad Development Authority the **MIPL and the Fourth Party shall be authorized** to commence promotional activities at the site such as fixing of Flex Board, Signage, Printing of Catalogue, Project Publicity and other necessary promotional activities or any other things necessary for the purpose.
18. That it is decided between the parties that, if required any signature or any undertaking or any kind of other requirement from the First Party/The Lessees namely Dr. Ashok Kumar Srivastava and other lessees, then it will be obtained by the Second Party only and the First Party/The Lessees Assures the Second party and **MIPL** and the Fourth Party/The Builder their full cooperation in all times to come.
19. It is expressly agreed to between the parties to this deed that the ownership of the plot under reference would remain exclusively with the Lessees till it vests with all the parties to this agreement as per their respective shares on the completion of the project, and only after the completion certificate to the effect is obtained by the builders block wise/Floor wise or to the extent of freehold applied and freehold deed executed.
20. If the freehold is obtained in parts the total saleable constructed area shall also be shared by the parties to this agreement on the same prorata basis block wise as well as floor wise.
21. That a refundable/adjustable advance of **Rs. 4,00,000.00 (Rupees Four Crores only)** for the part performance of this JVA shall be paid by Fourth party to the 3rd party **MIPL** to enable it to fulfill its commitments to aforementioned Second party namely Shri Prem Shankar Dubey, Secretary Pratibha Sahkari Avas Samid Ltd, and the tenants in the main Building namely Smt. Rani Gulati and Shri Manish Gulati, in the following manner:-

Misra Infra ventures Private Ltd

Nand K. Misra

Director

[Signature]

[Signature]

Sai Dham Residence
Chief Executive

[Signature]

A. **Rs. 1,00,00,000.00 (Rupees One Crore Only)** has been paid by the 4th Party the Builder to the 3rd party M/s Misra Infraventures Private Ltd., prior to execution of this Builders agreement to enable it to fulfill its obligations to the 1st party, the 2nd party, the tenants of the main building, the receipt of which is hereby acknowledged by the 3rd party M/s Misra Infraventures Private Ltd.,

B. A further refundable advance of **Rs. 1,00,00,000.00 (Rupees One Crore Only)** shall be paid by the Fourth Party M/s Sai Dham Residency to the Third Party M/s Misra Infraventures Private Ltd., within 15 days of signing of this joint venture builders agreement and up till 30th of May 2015 the Fourth Party has paid a further sum of **Rs. 22,25,000.00 (Rupees Twenty Two Lacs twenty Five Thousand Only)** to the Third Party MIPL, the receipt of which is hereby acknowledged by the 3rd party M/s Misra Infraventures Private Ltd. And the balance of Rs. 77,75,000.00 shall be paid within 15 days of execution and registration of this JVA.

C. A further sum of **Rs. 2,00,00,000.00 (Rupees Two Crore Only)** shall be paid by Fourth Party to the Third Party within 4 months of execution of free hold deed executed in the favour of the lessee in respect of 2060.00 Sq. Meters of land applied as per Para 3 of this JVA.

22. That a sum to the extent of **Rs. 18,00,00,000.00 (Rs. Eighteen Crores Only)** out of the total amount expended for freehold which shall be deposited by Fourth Party to the State Government on account of Freehold charges and that shall be borne by the **MIPL and the same shall be adjusted** out of their total share saleable constructed area along with the proportionate land of the entire project as per Para 23 of this JVA.

23. That in lieu of the aforesaid refundable/adjustable advances of **Rs. 4,00,00,000/- (Rupees Four Crores Only)** and the cost of freehold charges up to the extent of **Rs. 18,00,00,000.00 (Rs. Eighteen Crores Only)**, which shall be deposited by the Fourth party with the state government on account of the MIPL, the MIPL shall adjust the said

Misra Infraventures Private Ltd

M. J. S. Misra

Director

J. S. Misra

Asst

Misra Infraventures

Sai Dham Residency

Chief Executive Officer

amount of **Rs.22,00,00,000.00 (Rupees Twenty Two Crores only)** to the 4th Party by adjusting its share of saleable constructed area along with proportionate land in favour of the 4th party. The value of such saleable constructed area alongwith proportionate land shall be the **90% of the 4th party's the builders prevailing selling rate** at the time of adjustment which shall be within one month of actual payment and the selling rate shall be mutually decided by the 3rd and 4th Party periodically and renewed from time to time after every alternative month. The adjustment of constructed and saleable area shall be made floor wise and block wise in the ratio of area of free hold rights obtained out of total area and in proportion to the tune of the amount deposited by the Fourth Party for grant of Free Hold Rights and advance paid off for part portion of area declared Free Hold. All the payments shall be adjusted within one month of actual payments and that respective areas shall be earmarked in the final settlement plan instantly. The date of grant of completion certificate shall be the date completion of construction of phase-wise block-wise development.

24.

That the Fourth Party M/s Sai Dham Residency shall obtain Free Hold Rights in parts of entire land of Nazul Plot No.1, Bell Mustkharia, Allahabad are 12659 Sq. Yards or 10588.38 Sq. Meters at its own funds and costs and expenses of the MIPL, the third party within a time frame mutually agreed between the **MIPL** and the Fourth Party the Builder. In First phase it will obtain freehold rights in respect of total 2960 Square Meters land of Nazul Plot No. 1, Bell Mustkharia, Allahabad area 12659 Sq. Yards or 10588.38 Sq. Meters at its own funds and costs and expenses of the third Party MIPL. That a sum of to the extent of **Rs. 18,00,00,000.00 (Rs. Eighteen Crores Only)** though deposited by the 4th party Builder on account of free hold charges, but the same shall be borne by the MIPL out of its share in saleable constructed area of the entire project, either in whole or in parts and shall be adjusted by the MIPL in favour of the Fourth Party as per para terms of this JVA.

25.

That thereafter getting the lease hold rights converted into Freehold Rights the Fourth Party shall get the proposed Development Plan sanctioned from Allahabad Development Authority, Allahabad approved for construction of Multistoried Residential Apartment under Group Housing Scheme at its own costs and expenses over 12059 Sq. Yards land or 10086.52 Sq. Meters land or in parts as the freehold has been obtained after separating 600 Sq. Yards freehold land or 501.68 Sq.

M/s Infraventure

M/s. Infra.

Director

Sai Dham Residency

M/s. Infraventure

Meters freehold land in the aforesaid Development Plan to be retained solely by one of the First Party/The Lessee namely Dr. Ashok Kumar Srivastava after execution of this JVA.

26. That the Fourth Party shall utilize maximum FAR (Permissible and Permitted) while obtaining development plan sanctioned from Allahabad Development Authority, Allahabad for construction of multistoried Residential Apartment at its own cost and expense immediately after the freehold has been obtained.

27. That the Fourth Party shall construct Multistoried Residential Apartment at its own costs and expense strictly as per sanctioned plan. The plan shall be signed by both the parties the **MIPL** and the **Fourth Party** only.

28. That if as per the state Government Policy, any Additional FAR/compoundable FAR is available on payment, then the Fourth party shall purchase the Additional FAR at its own costs and expenses and the Fourth Party shall develop the Additional FAR at its own costs and expenses which shall be obtained solely by the signatures of the fourth party alone and that **additional FAR/compoundable FAR shall be solely owned and possessed by the Fourth Party and the 1st, 2nd party, and the 3rd party MIPL shall have nothing to do with it and The Fourth Party shall alone be entitled to either retain or sell the same at their own discretion by the signature of its CEO or by its authorized officer without any interference by the first party, the second party, the third party and MIPL.**

29. That the Builder will also have to build the compulsory EWS and LIG for the ADA as per the State Government's Policy and if ADA allows any extra compensatory FAR in lieu of providing compulsory EWS and LIG, in that case the extra compensatory FAR i.e. extra compensatory FAR in lieu of constructing compulsory EWS and LIG, the share of the first party the Lessees, the MIPL, and the 2nd party shall be nil and the full extra FAR shall be solely owned and possessed by the Fourth party the Builder together with the proportionate land and The Fourth Party shall alone be entitled to either retain or sell the same at their own discretion by the signature of its CEO or by its authorized officer without

Mera Infra Ventures Private Ltd

Dr. K. K. Mishra
Director

Sai Dhan Resident
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any interference by the first party, the Second party, third party the MIPL.

29. That after the handover of the LIG and EWS flats to the allottees of the State Government/or the ADA, Allahabad as per the Governments Policy, whatever amount such allottees will pay to the builder, that whole amount shall be of the 4th party the builder the fourth party and the first party, the Lessees, the MIPL, and the 2nd Party shall have nothing to do with it.
30. That it is also agreed that if the 4th party the Builder decides to deposit the Shelter fee as per the State Governments Policy for not constructing the compulsory EWS and LIG, then the Builder shall deposit the full shelter fees and the compensatory FAR / saleable area developed/ constructed in lieu of EWS and LIG shelter fees, shall be owned and possessed solely by the 4th party the builder together with proportionate land and the 1st party, the 2nd Party, the confirming party and the 3rd party the MIPL shall have nothing to do with it and **The Fourth Party** shall alone be entitled to either retain or sell the same at their own discretion by the signature of its CEO or by its authorized officer without any interference by the first party, the Second party, and the third party MIPL.

31. That all the terms and conditions agreed between the parties here to shall be binding on all the parties to this agreement. The 3rd party shall alone be responsible to deposit and make payment of entire tax liability that may be imposed against the lessees and the 2nd party on immediately after the execution of this JVA whatsoever is imposed.

32. That the open area of the group housing scheme shall always be used by all the parties to this agreement for more beneficial enjoyment of the entire complex in the manner they may mutually agree.

33. That after the multistoried complex under the group housing scheme is complete and occupied by the 2nd party, the 3rd party the MIPL and the Fourth Party or their assignees/agents/ representatives/ licensees in what so-ever capacity, the cost of its maintenance (in all respect) including payment of Taxes to Municipal Corporation, Allahabad or Allahabad Jal Sanathan, Allahabad and the other maintenance charges will be shared by the 2nd, the 3rd party the MIPL and the **Fourth Party**

Misra Infra ventures

 Director



Sai Dhay Residency
 Chief Executive Officer



or their assignees / agents / representatives / licensees in what so-ever capacity, in proportion to the area in their possession.

34. That the MIPL M/s Misra Infraventures Private Ltd. and the Fourth Party M/s Sai Dham Residency or any agency nominated by them shall maintain the entire complex for a period of two years from the date of completion of construction and the cost of its maintenance shall be recovered by the MIPL M/s Misra Infraventures Private Ltd., and the Fourth Party M/s Sai Dham Residency or the agency appointed by them from the owners/occupiers of different unit of the complex in proportion of the developed area occupied by them, the maintenance of the complex and common area, common facilities shall be maintained by the **MIPL** and the **Fourth Party** for a period of two years or till the formation of society that may be formed of owners of different units of the complex in accordance with law and the amount that may be laying in the fund of maintenance shall be transferred to the account of such society that may be formed in accordance with law.

35. That in case of any dispute arising between the parties hereto pertaining to the terms and conditions of this agreement the same shall be referred to sole arbitrator to be appointed by mutual consent of the **MIPL** and the Party and the decision of the arbitrator shall be final and binding on the parties hereto. The provisions of arbitration Act 1996 shall be fully applicable to such arbitration proceedings. It is also agreed that only Allahabad Courts shall have exclusive Jurisdiction in respect of any dispute between the parties. The Arbitral proceeding shall also take place only at Allahabad.

36. That it is specifically mentioned and made clear that during construction of the multistoried Complex the lessees or the Second party society, and the MIPL including its LRs, executors nominees and assignees shall not be entitled to interfere in the construction of the multistoried complex and the construction work shall not be stopped in any circumstances even during pendency of any arbitral or court proceedings.

37. That after the execution of this agreement the lessees or the society shall not be entitled to deal with the property subject matter of this agreement with anyone else.

Misra Infraventures Private Ltd

Misra Infraventures

Director

Sai Dham Residency

Sai Dham Residency

Misra Infraventures Private Ltd

Misra Infraventures Private Ltd

38. That cost of this JVA including payment of Stamp Duty and Registration Fees shall be borne by the Fourth Party alone including freehold charges, stamp duty on freehold deed, purchasable cost for purchasable FAR payable to ADA, Development Fees, Map sanctioned charges, or any charges or expenses shall be sole responsibility of the Fourth Party M/s Sai Dham Residency alone. That a sum to the extent of Rs. 18,00,00,000.00 (Rs. Eighteen Crores Only) on account of freehold charges shall be borne by the MIPL out of its share of saleable constructed area of the entire project.
39. That the Fourth Party shall obtain the completion certificate in respect of entire project of the Multistoried Residential Apartment either block wise, floor wise or whole as the case may be. The completion certificate in respect of the Multistoried Residential Apartment shall also be obtained Block wise/ Tower wise/Floor wise.
40. That the entire project shall be completed by the parties within three years from the date of sanction/approval of development plan by Allahabad Development Authority, Allahabad or receipt of possession by the 4th party of land in question for the purpose of its development; whichever is later. The aforesaid period of 3 years may be extended by of six months on the request of 4th party.
41. That each period, during which the Fourth Party Builder shall not be able to carry out development and construction in the circumstances beyond his control like court restrain order, issue of Government order, due to change of Government Policy etc. shall be excluded from the aforesaid period of three years.
42. That the Fourth Party shall be entitled to construct temporary fence over the aforesaid land, start leveling of the land and construction of boundary wall, and erect and display hoarding at appropriate place of the plot and at other places of the City for publicity of the project immediately after getting this JVA executed and the freehold deed executed and map is applied/sanctioned by the ADA Allahabad.
43. That the M/s Miam Infrastructures Private Ltd., and the 4th Party M/s Sai Dham Residency shall be entitled to book/slot the developed saleable area and receive advance sale consideration from prospective buyers of the saleable area of their respective share specifically earmarked on the

Miam Infrastructures Private Ltd.

Mr. V. K. Mishra

Director

[Signature]

[Signature]

Sai Dham Residency

Chief Executive Officer

copy of proposed/sanctioned plan block wise and floor wise as per the terms and conditions of this deed without any interference by each other immediately after signing of this JVA. However, they will mutually decide the rate and shall also review the same periodically after every alternative month.

IN WITNESS WHEREOF the parties hereto have signed and set their hands on the 27th day of month August and year 2015 first above mentioned.

DETAILS OF CONSTRUCTION AREA

Nazul Plot No. 1, Bell Musthachin, 6, Kanpur Road, Allahabad and New 6, P.D. Tandon Road, Allahabad, the Land for construction **2460.78 Sq. meters** out of the whole premises 10086.52 Sq. meters of land will be used for construction as covered area and marked red in the annexed map and bounded as below:-

Boundaries

North	:	Bungalow No. 2 Mukherjee Road.
South	:	Kanpur Road.
East	:	Compound of Boy's High School.
West	:	Nala

VALUATION OF STAMP

Property is situated on 80 Feet wide Road and it is governed by code No. 0007, according to Collector's prescribed rate valuation as under:-

Area 2460.78 sq. meters X Rs. 44,200/- = Rs. 10,87,66,476.00 say Rs.10,87,66,500.00

The valuation of Total Land is Rs. 10,87,66,500.00/- and Liability of Stamp is Rs. ~~76,14,000/-~~. The Stamp has been paid as under:-

Mouji K. Nish.
Director

Prabhu Das

Sai Dham Residency

Vijayvaradhar

Chief Executive Officer

1. Rs. 72,00,000/- through E-Stamp Certificate No. IN-UP01325876634775N.
2. Rs. 14,000/- Stamp paid by Non-Judicial Sheet according to G.O. 2756/11 dated

30th June, 2008.

First

Part

First Party

Minerva

Second Party

Minerva

Third Party

Mera Infra Ventures Private

Manoj K. Mittal

Witnesses:

Director

¹TRANISH GUPTA
S/O. N. N. GUPTA
R/O. 6, KANPUR ROAD, ALAMNAGAR

²Ravi Gupta

S/O. N. N. GUPTA
R/O. 6, KANPUR ROAD, ALAMNAGAR

Drafted by: M. R. K. Jang

Typed by: Ravi Acharya

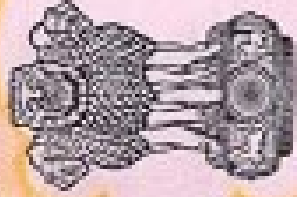
Fourth Party

Sai Dham Residency

Chief Executive Officer

Sai Dham Residency

STOCK HOLDING CORPORATION OF INDIA LTD
ALLAHABAD BRANCH
1178/-17
Sai
Authorized Signatory

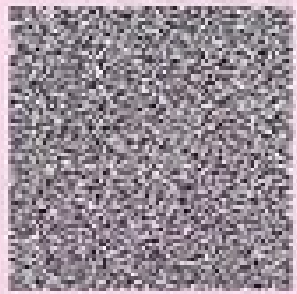


सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP01325876634775N
Certificate Issued Date : 27-Aug-2015 04:52 PM
Account Reference : SHCIL (FIJ) upshc01/ ALLAHABAD 1/ UP-AHD
Unique Doc. Reference : SUBIN-UPUPSHCIL0101586248804731N
Purchased by : M S SaiDham Residency Thr CEO Rajesh Kumar Gupta
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NAZUL PLOT NO. 1 BELI MUSTKHARJA MUNI, NO. 5 KANPUR ROAD NEW 6 PD, TANDON ROAD ALLD, More Details Per Deed
Consideration Price (Rs.) : 0
(Zero)
First Party : Ashok Kumar Shrivastava And Others Parties
Second Party : M S SaiDham Residency Thr CEO Rajesh Kumar Gupta
Stamp Duty Paid By : M S SaiDham Residency Thr CEO Rajesh Kumar Gupta
Stamp Duty Amount (Rs.) : 72,00,000
(Seventy Two Lakh only)



.....Please write or type below this line.....
Mera Infrastructures Private Ltd
Manoj K. Mishra Director
Sai Dham Residency
Chief Executive Officer
XM 0001275605