



## INDIA NON JUDICIAL



IN-UP80547001859865W

## Government of Uttar Pradesh

## e-Stamp

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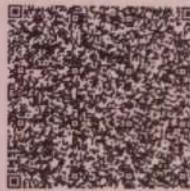
₹25,25,500

52  
Certificate No.  
Certificate Issued Date  
Account Reference  
Unique Doc. Reference  
Purchased by  
Description of Document  
Property Description  
Consideration Price (Rs.)  
First Party  
Second Party  
Stamp Duty Paid By  
Stamp Duty Amount(Rs.)

: IN-UP80547001859865W  
: 14-Jun-2024 06:21 PM  
: NEWIMPACC (SV)/ up14176304/ MOHANLALGANJ/ UP-LKN  
: SUBIN-UPUP1417630453192810974128W  
: M S AGRASHEEL INFRATECH PVT LTD  
: Article 5 Agreement or Memorandum of an agreement  
: GATA NO-220 AND ETC VILLAGE-BELI TEH-MLG LKO  
:  
:  
: M S AGRASHEEL INFRATECH PVT LTD  
: THPL AND PEARL INFRAESTATE PVT LTD  
: M S AGRASHEEL INFRATECH PVT LTD  
: 25,25,500  
(Twenty Five Lakh Twenty Five Thousand Five Hundred only)

सत्यमेव जयते

25,25,500



Please write or type below this line

IN-UP80547001859865W

For M/s. Agra



Homes Pvt. Ltd.

TULSIKANT HOMES PVT. LTD.

Authorised Signatory

late PVT. LTD.

Authorised Signatory

QE 0005865424

## Statutory Alert:

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



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प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिवन्धक मोहनलालग लखनऊ त्रम 2024232029763

आवेदन संख्या : 202400822024663

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2024-06-15 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम गंदीप कुमार भिंड

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की भूमिका 0 / 36076000.00

1. रजिस्ट्रीकरण शुल्क 360760

2. प्रतिविपिकरण शुल्क 140

3. निरीक्षण या तलाश शुल्क

4. मूल्यार के अधिप्रमाणी करण तिए शुल्क

5. कर्मीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 360900

शुल्क वसूल करने का दिनांक 2024-06-15 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

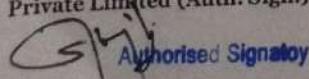
प्रमाण पत्र वापस करने के लिए तैयार होगा 2024-06-15 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

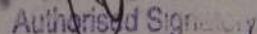
## COLLABORATION AGREEMENT

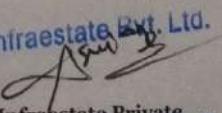
1. Pargana : Mohanlalganj  
2. Village : Beli  
3. Details of Property : Khasra No.- 220, 222, 223, 224, 225M, 225, 226, 227, 237, 239, 240, 248, 252, 258, 258Ka, 259, 260, 262, 263, 264, 268, 269, 270, 273, 295, 296, 300, 301, 302, 304 at Village Beli, Mohanlalganj, Lucknow  
4. Unit of Measurement : Hect.  
5. Land Area of Property : 8.1989 Hect. (20.26 Acres)(32.416 Beegha)  
6. Built up Area of Property : N/A  
7. Situated on : More than 500 Mtrs. Away from main Mohanlalganj, Gosaiganj Road  
8. No. Trees/Boring/Well : N/A  
9. Member Housing Society : No  
10. Year of Construction : N/A  
11. Circle Rate : **Rs. 44,00,000/- per Hectare**  
12. Valuation : **Rs. 3,60,76,000/-**  
13. Stamp Duty : **Rs. 25,26,500/-**  
14. E-Stamp No : INUP80547001859865W ( 25,25,500/-, 14/6/2024) Manual stamp 1,000/- (AL086654- Rs. 500/- 3/1/2024, AL086658- Rs. 500/- 3/1/2024)  
15. Boundaries : N/A

For M/s. Agrasheel Infratech Pvt. Ltd.  
For: M/s Agrasheel Infratech  
Private Limited (Auth. Sign.)

  
Authorised Signatory

TULSIANI HOMES PVT. LTD.  
For: M/s Tulsiani Homes Private  
Limited (Auth. Sign.)

  
Authorised Signatory

For Pearl Infraestate Pvt. Ltd.  
  
For: M/s Pearl Infraestate Private  
Authorised Signatory





उत्तर प्रदेश UTTAR PRADESH

AL 08665

25.03.2023

#### COLLABORATION AGREEMENT

"This Collaboration Agreement (this "Agreement") is made on 10<sup>th</sup> Mar-2024 and executed at Lucknow (UP)

**M/s Agrasheel Infratech Private Limited**, a company incorporated under the Companies Act, 1956 having its principal place of business at H. No. D-39, 2nd Floor, Gali No. 2 Laxmi Nagar, New Delhi-110092 through its authorized person Shri Sandeep Kumar Singh son of Shri Rajendra Prasad, R/o 447/57, Millat Nagar, Kda Colony, Naubasta, Gallamandi, kasi Gawan, Kanpur Nagar, Uttar Pradesh - 208021, authorized vide board resolution dated 30-01-2024 (hereinafter referred as "First Party/Developer", which expression shall unless repugnant to the context include its successors-in-interest, wholly owned subsidiaries and the permitted assign).

AND

**M/s Tulsiani Homes Private Limited**, a company incorporated under the Companies Act, 1956 having its principal place of business at 37, Elgin Road, Civil Lines, Allahabad - 211002 through its authorized person Mr. Ravi Tiwari son of Mr. Harishankar Tiwari R/o, 3/176 Vishwas Khand, Gomti Nagar, Lucknow authorized vide board resolution dated 22-12-2023 (hereinafter referred as "Second Party/Landowner-1" which expression shall unless repugnant to the context include its successors-in-interest, wholly owned subsidiaries and the permitted assign).

AND

**M/s Pearl Infraestate Private Limited**, a company incorporated under the Companies Act, 1956 having its principal place of business at Plot no 0, 3rd Floor, Upkhand Sankhya 0/1/2/3, Civil Station, Elgin Road, civil Lines, Allahabad - 211001 through its authorized person Mr. Ashish Srivastav son of Mr. Brij Kishore, R/o Ravi Khand Sharda Nagar, Lucknow-226002 authorized vide board resolution dated 28-09-2023 (hereinafter referred as "Third Party/Landowner-2" which expression shall unless repugnant to the context include its successors-in-interest, wholly owned subsidiaries and the permitted assign).

For M/s Agrasheel Infratech  
Private Limited (Auth. Sign.)

For: M/s Tulsiani Homes Private  
Limited (Auth. Sign.)

For: M/s Pearl Infraestate Private  
Limited (Auth. Sign.)



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क्रम संख्या/10479

स्टाम्प विक्रय की विधि

स्टाम्प क्रय करने की प्रयोजन

स्टाम्प छेता वा/केन त पूरा चला

3-1-26

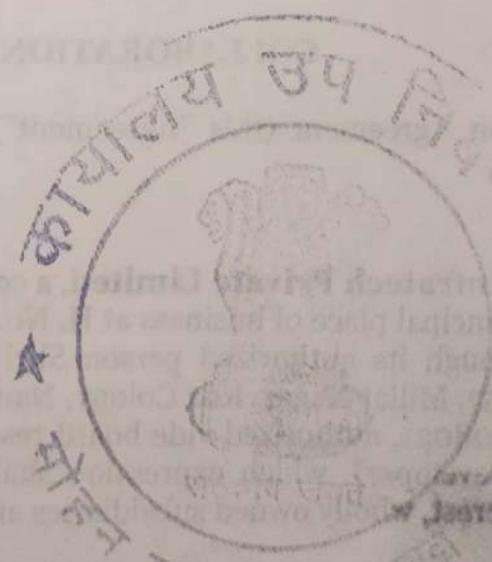
जाहुशीम 50-क०/टैक्स ग्रं. रु.

श्री राम चार्च रसायन विक्रेता

लाइसेंस नं० 55

लाइसेंस की अवधि 31-03-2025

कलेक्टर कोर्ट लखनऊ



दिन लालगंग लखनऊ



उत्तर प्रदेश UTTAR PRADESH

AL 086658

in-interest, wholly owned subsidiaries and the permitted assign).

(All the parties are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties")

26/01/2023  
राजस्व विभाग  
उत्तर प्रदेश सरकार

WHEREAS

- A. The Parties to the Collaboration have agreed to develop the Township on the land admeasuring 35 acres (approximately) in revenue estate of Village Beli, Pargana and Tehsil Mohanlalganj, District Lucknow, Uttar Pradesh (Project Land). A detail schedule of contributed land containing of 20.26 Acres is made part of this Agreement and mentioned in **SCHEDULE 1**.
- B. Out of 35 Acres of Total Land, area admeasuring 7.76 Acres is owned and contributed by THPL, area admeasuring 12.5 Acres is owned and contributed by PEARL total land as owned and contributed by the aforementioned parties in the Project is hereinafter referred as "Said Land"
- C. Developer represents that they own and control 15 Acres of Land which they undertake to contribute into the Project (this 15 Acres of Land owned, controlled & undertaken to be contributed by Developers in the Project shall collectively be referred as "Developers Share of Land" / "Developers Share").
- D. The Developer is engaged in the business of development and construction of real estate projects and has substantial expertise and experience in developing various commercial and residential projects. The Developer has approached the Landowners and have asked for granting entire Sales and Development Rights (as defined below) connected with all the benefits of the project approvals and all other rights incidental and ancillary thereto in respect of the Township at such consideration to the Developer and for the value as detailed in this Agreement for the present.

TULSIANI HOMES PVT. LTD.

For M/s. Agrashheel InfraTech Pvt. Ltd.

For: M/s Agrashheel InfraTech  
Private Limited

Authorised Signatory

For: M/s Tulsiani Homes Private  
Limited (Auth. Sign.)

For Pearl Infraestate Pvt. Ltd.

For: M/s Pearl Infraestate Pvt. Ltd.  
Authorised Signatory  
(Auth. Sign.)



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सर्वोच्च नियम वा नियम  
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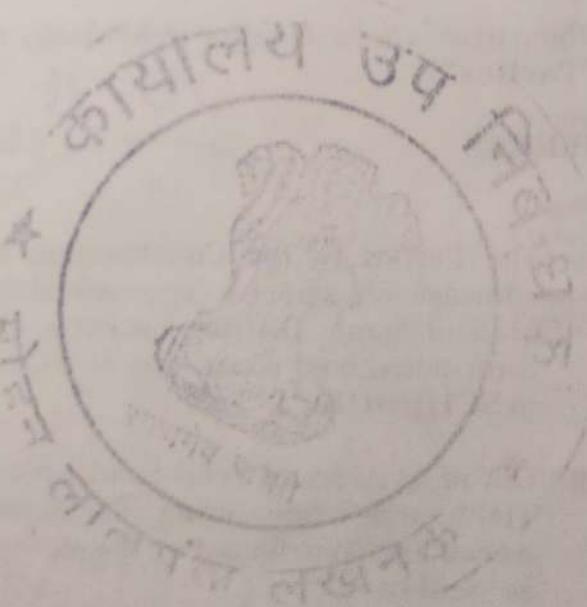
आश्रील २-कोटि ५०.००

श्री रम यादव स्टाम्प विक्रेता

लाइसेंस नं० ५५

लाइसेंस की अपवाहि ३१-०३-२०२५

कलेक्टरेट काट लखनऊ



- E. That Developers in furtherance of understanding reached with landowners have decided to develop the Project in 2 phases. Phase 1 comprising of 22.38 Acres shall be developed within 30 Months from the date of execution of this Agreement whereas Phase 2 comprising of 12.57 Acres of shall be developed by Developers within 36 Months of execution of this Agreement. That the aforesaid time lines are final and shall not be subject to any grace.
- F. The Developer has agreed to acquire the development rights in respect of the Project (& has undertaken to contribute Developers Share of Land) by utilizing its own resources on the agreed terms and now, the Parties have agreed to reduce their understanding in this regard and the terms and conditions as mutually agreed through this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HAVE AGREED TO DEVELOP THE PROJECT SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER CONTAINED:

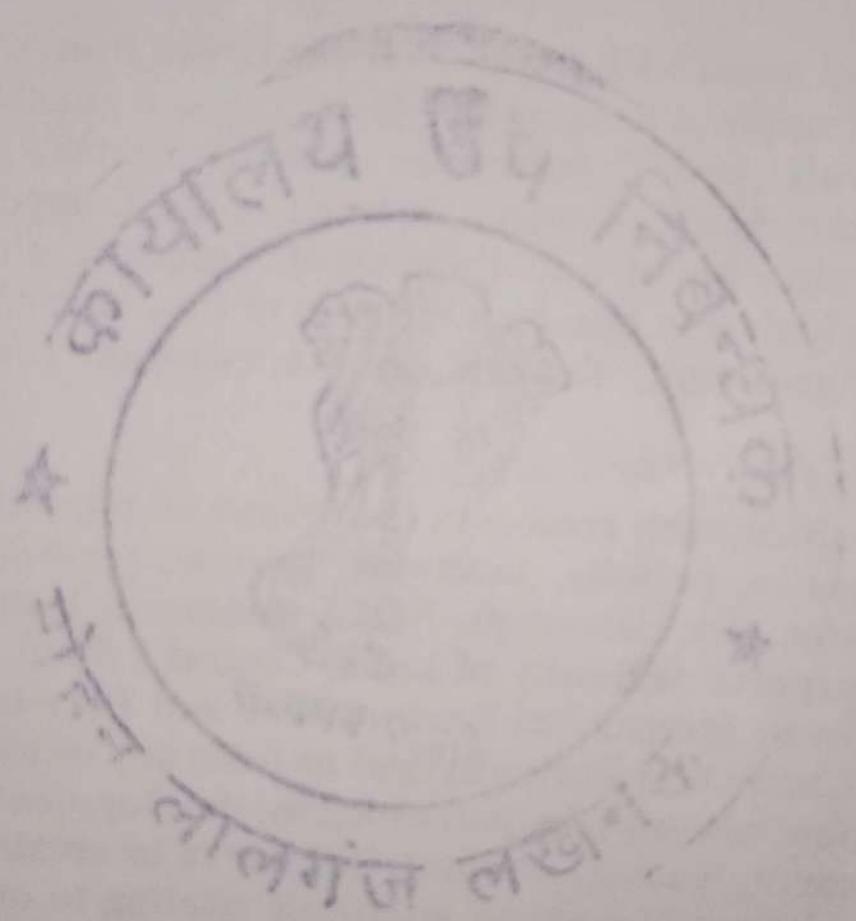
## 1. DEFINITIONS

- i. "Applicable Law" shall mean RERA Guidelines as issued from time to time by UP RERA and shall include all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Competent Authority or person acting under the authority of any Competent Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter and as applicable to this Agreement, Township and transaction contemplated between the Parties.
- ii. "Approvals" shall include, with respect to the Project all present and future permissions, no objection certificates, permits, sanctions, License, renewal of License, occupation certificate, exemptions, fire clearances, NOCs, clearances from Lucknow Development Authority (LDA), Airports Authority of India, Central / State Pollution Control Board, building plan approval, Ministry of Environment and Forests or any other approvals required from any Competent Authority(ies) or from any other person, as the case may be, for the acquisition, resumption, construction, development, ownership, occupancy, operation, management, leasing, disposal, transfer of or creation of third party interest in the Township and shall include all approvals relating to or pursuant to sanction of layout plans, sanctioned building plans, commencement certificates, occupation certificates or completion certificates (by whatever name called) and renewal / re-validation of all the Approvals.
- iii. "Completion" in respect of the Project, shall mean the completion of the construction and development of the Project as per the plan, architectural design and relevant permission/Approvals and as evidenced by the Completion Certificate with respect to the Project.
- iv. "Developed Plot(s)" shall mean plots divided and developed by the Developer as per plan approved by the Competent Authorities providing all basic infra development like landscaping, road connectivity, water, sewerage, trunk & services, electrification, public and semi public use development and other development infrastructure and obligations as per the policy, sanctioned / approved layout plan in conformity of applicable laws.
- v. "Development and Sales Rights" shall refer to the entire development and sales rights of the Project (except sale rights in respect of the Second Party's and Third Party's Share/Land Contribution) and shall include (but not be limited to) inter alia, the right,

For: M/s Agrasheel Infratech  
Private Limited (Signature)

For: M/s Tulsiani Homes Private  
Limited (Auth. Sign.)

  
Authorised Signatory



power, entitlement, authority, sanction and permission to:

- a) purchase and acquire land parcels forming part Project Land (other than the said Land);
- b) enter upon and take control of the presently available said Purchased Land and the remaining land forming part of the said Land, as and when same is acquired, for the purpose of developing the Project;
- c) plan, conceptualize and design the Project;
- d) exercise full, free, uninterrupted, exclusive and irrevocable marketing, leasing, licensing or sale rights in respect of the built up area on the said Land (except the Second Party's and Third Party's Share) by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the share of the Developer to be constructed on the said Land and enter into agreements with such transferees as it deems fit and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the units under the share of the Developer and proportionate undivided interest in the land underneath i.e, the said Land.
- e) carry out the construction / development of the Project and remain in control of peaceful enjoyment of the said Land or any part thereof (except the Second Party's and Third Party's Share) until the Completion of development of the Project and marketing, leasing or sale of the share of the Developer in the Project and every part thereof;
- f) 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;
- g) make payment and or receive the refund of all deposits, or other charges to and from all public or Competent Authorities or public or private utilities relating to the development of the Said Land;
- h) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time and the Policy;
- i) draw, prepare and sketch layout' plans, drawings, building plans, master plan, utility plans etc. in respect of the Project;
- j) to sell, lease, license or otherwise dispose off or alienate the share of the Developer and Community buildings, School etc., in terms of this Agreement;
- k) to do all acts, deeds and things which the Developer in its prudence might deem appropriate for development and completion of any work in connection with the permitted development on the said Land and thereafter market, promote and advertise/sell the same and receive the entire sale consideration thereof in its name, mortgage, lease, exchange or any other dispositions in any manner, of the said Land or the Project as the Developer may deem fit in its absolute discretion;

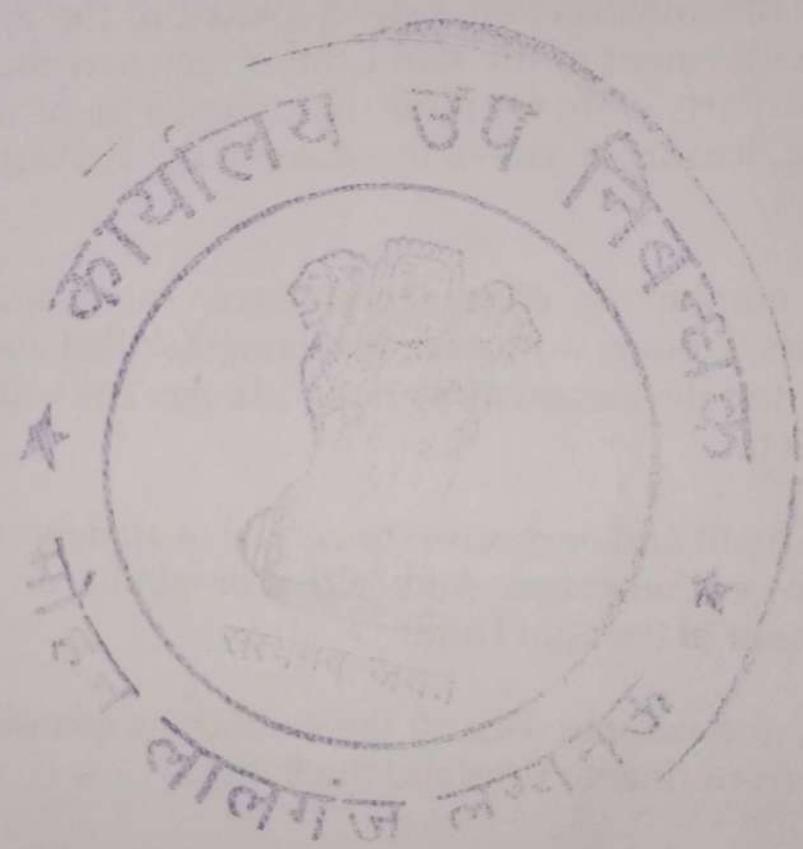
For Ms. Agrawal Infotech Pvt. Ltd.

For: M/s Aggasheel Infratech  
Private Limited (Signature)

For: M/s Tu **Authorised Signatory**  
Limited (Auth. Sign.)

For Pearl Intraestate Fintech

For: M/s Pearl Infrastructures  
**Authorised Signatory**  
(Auth. Sign.)



under this Agreement/ payment of guarantee amount/ other statutory charges etc. or any other outgoings/ payments required to be made by the Developer under this Agreement and for the purpose of performing the Developer's obligations and exercising the Development and Sales Rights mentioned herein;

- m) assign all benefits, rights and obligations as contained herein (in whole or in part) in favour of any affiliate of the Developer in accordance with the provisions of this Agreement;
- n) to launch the Project for sale and to market, promote and advertise the Project;
- o) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development and Sales Rights and in connection with all the marketing, leasing, licensing or sale of the units / built-up area in the Developer's share in the Project as envisaged herein;
- p) manage the Said Land and the property and facilities / common areas constructed upon the Said Land as may be required under the Applicable Laws and/or rules made there under and / or to transfer/assign right to maintenance to any third party and to retain all benefits, consideration etc., accruing from such maintenance of the Project;
- q) take appropriate actions, steps and seek/obtain compliances, Approvals and exemptions under the provisions of the Applicable Law;
- r) demarcate the common areas and facilities, and the limited common areas and facilities in the Township in the sole discretion of the Developer, as per the approved lay out plan and Applicable Law and to file and register all requisite deeds and documents under the apartment ownership act with the Competent Authority;

vi. generally do, undertake and perform any and all other acts, deeds and things that may be required for the exercise of the Development and Sales Rights, as more elaborately stated in this Agreement.

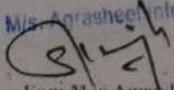
vii. **"Encumbrances"** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction of thing rights transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same for the purpose of, or which has the effect of, granting security.

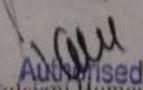
viii. "FSI" shall Floor Space Index as applicable as per the Policy or Applicable Law.

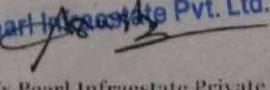
ix. **"Competent Authority(ies)"** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision | thereof or any municipality, district or other subdivision thereof, including LDA and any municipal/local authority having jurisdiction over any matter pertaining to the construction, development and sale of the Project.

x. **"Other Charges"** shall refer to income tax, service tax, VAT, stamp duty, registration charges, and all other similar charges that are collected from allottees / purchasers of units in the Project and that are to be transferred to /deposited with a Competent Authority or association of apartment owners.

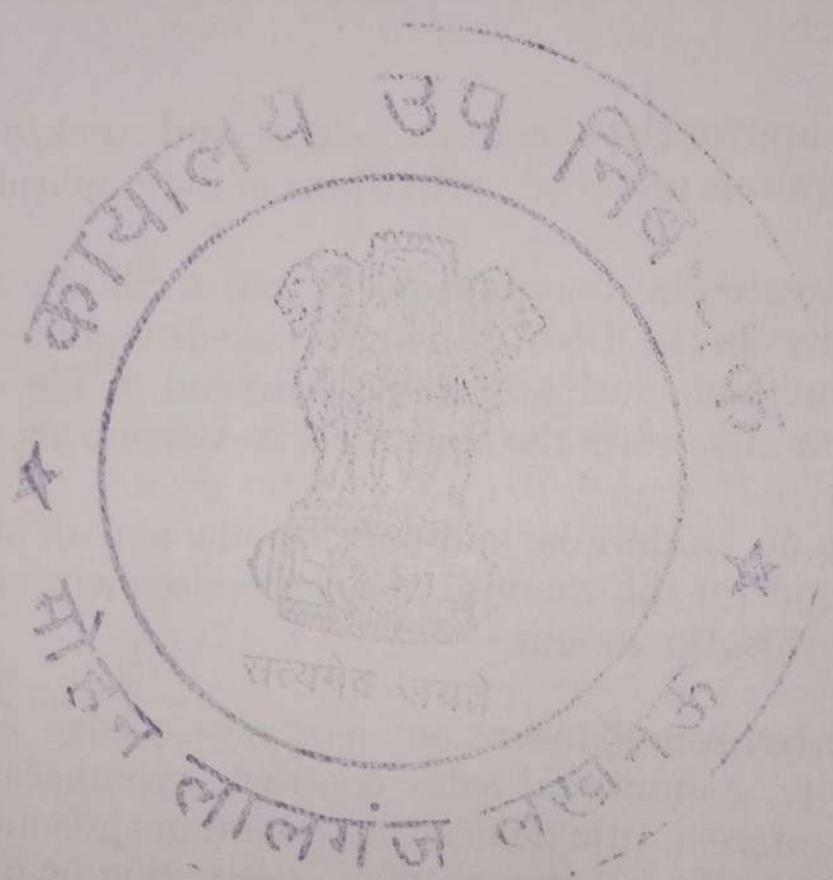
For M/s Agrashneet InfraTech Pvt. Ltd.

  
For: M/s Agrashneet InfraTech Pvt. Ltd.  
Private Limited (Auth. Sign.)

  
For: M/s Tulsiani Homes Private  
Limited (Auth. Sign.)

  
For Pearl Infraestate Pvt. Ltd.

For: M/s Pearl Infraestate Private  
Authorised Signatory



xi. 'Project' herein means an Integrated Township project which shall consist plotted development of residential, commercial, institutional plots etc., with all trunk services would be available as per approved drawings by LDA & applicable laws including RERA Guidelines, wherever applicable

## 2. INTERPRETATION

- i. Document means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied;
- ii. References to any document (including this Agreement) shall be construed as references to that document as it may be modified, amended or supplemented from time to time;
- iii. References to a statutory provision shall include such provision as modified or re-enacted or consolidated from time to time;
- iv. Words importing the singular also include the plural and the masculine includes the feminine and vice versa where the context requires;
- v. The headings in this Agreement shall 'not be taken into consideration in its interpretation;
- vi. Unless otherwise stated, all references to Title, Recital, Clauses and Schedules are references to title, recitals, clauses and schedules of this Agreement and not to those in any other document attached or incorporated by this Agreement;
- vii. The words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they're followed by such phrases;
- viii. The rule of construction, if any, that an agreement should be interpreted against the member party responsible for the drafting and the portion thereof, shall not apply to this Agreement.

## 3. EFFECTIVE DATE

This Agreement shall come into force and be binding on the Parties as on the date of signing of this Agreement by the Parties (the "**Effective Date**").

## 4. THE PROJECT

- i. The Parties are desirous of developing and constructing the Project,
- ii. The Developer shall be entitled to carry out and undertake the construction and development of the Project by exercising its Development and Sale Rights. The Developer shall exercise the Development and Sale Rights in respect of the Township over the Said Land as per terms of Policy, approved layout plan and building plans and other Approvals which may be granted by the concerned Competent Authorities from time to time.
- iii. The Developer shall be entitled to sell and market, advertise and promote the said Township project under its brand name/logo.
- iv. From the Effective Date the Developer shall be entitled to takeover and enter into and access the **TUSCAN HOMES PVT. LTD.** to effectively exercise its Development and Sale Rights.

For M/s Agrasheel Infratech Pvt. Ltd.  
For: M/s Agrasheel Infratech  
Private Limited (Auth. Signat.)

For: M/s **TUSCAN HOMES PVT. LTD.**  
Authorised Signatory  
Limited (Auth. Sign.)

For Pearl Infraestate Pvt. Ltd.  
For: M/s Pearl Infraestate Pvt. Ltd.  
Authorised Signatory  
Authorised Signat.)



Rights in terms of this Agreement.

## 5. GRANT OF DEVELOPMENT AND SALES RIGHTS

i. In consideration to the obligation undertaken by the Developer to contribute Developers Land Share and to Develop the Project out of his own funds/expense, exclusively & absolutely and in consideration to Developers undertaking to provide Developed Plotted area to Second and Third Party in the manner and on terms agreed herein under this Agreement, the Second and Third Party hereby grants all the rights to the Developers for Developing the Project Land as per the layout approved by LDA for plotted development. The Second and Third Parties agree that they shall not do or cause to be done anything/act which adversely affects the rights and interests of the Developer in the Said Land and the Project. Similarly, the Developer shall not do or cause to be done anything/act which adversely affects or prejudice the Approvals issued by the Competent Authorities and/or the rights and interests of the Second and/or Third Party towards their entitlement of Developed Plots as per the terms and conditions of this Agreement;

It is clarified that nothing in this clause shall mean to grant any right(s) and/or entitlement (s) to Developer for selling / disposing the Plotted Share of Second Party. The said right shall exclusively and absolutely belong to Second Party.

ii. Entire Development of Project, Approvals, renewal / extension / modification of the present License will be the responsibility of the Developer.

## 6. DEPOSIT

An amount of Rs.4,00,00,000/- (Rupees Four Crore only) has already been paid as Interest Free Security Deposit. The security deposit shall be refunded upon successful handover of 1.4 Hectare (14000 Sq. Meters) of Developed Plotted Area to THPL in terms of this Agreement within the stipulated time period as mentioned in the Schedule Attached herewith this Agreement.

Notwithstanding anything to the contrary, it is specifically agreed that in case the Developers fail to complete Phase 1 at the expiry of 42 Months (30 Months +12 Months) or Phase 2 at the expiry 48 Months (36 Months +12 Months) from the date of execution of this Agreement as the case may be, abovementioned security of Rs.4Crores shall stand forfeited by THPL and that Penalty of Rs.15Crores as contemplated in this agreement shall be reduced to Rs.11Crores accordingly.

## 7. CONSIDERATION

i. The Developer will now provide to the Second Party, developed contiguous Plot(s) Sector-wise (in proportion to residential and commercial usages of land as approved by the competent authority) of 1.4 Hectare [14000 Sq. Meters] ("Second Party's Share"). The Developer shall ensure that developed plots falling under the aforementioned residential and commercial usages as approved by the Competent Authority shall be allocated/allotted to the Second Party on equitable basis as far as practical (considering size, location, approach, etc.). Here, any land if contributed by Landowners in project over and above 20 Acres, the same shall be compensated proportionally (700 Sq. Meter of Developed Plot for Every Acre of Contribution) on the same line as agreed herein above.

ii. For the purpose aforesaid, it is hereby agreed that, a layout plan clearly demarcating the allocated/allotted area of the Second Party shall be made / drawn up by the Developer and the finalization of the allotment/allocation of the 1.4 Hectare [14000 Sq. Meters] area shall be done with the consent of the

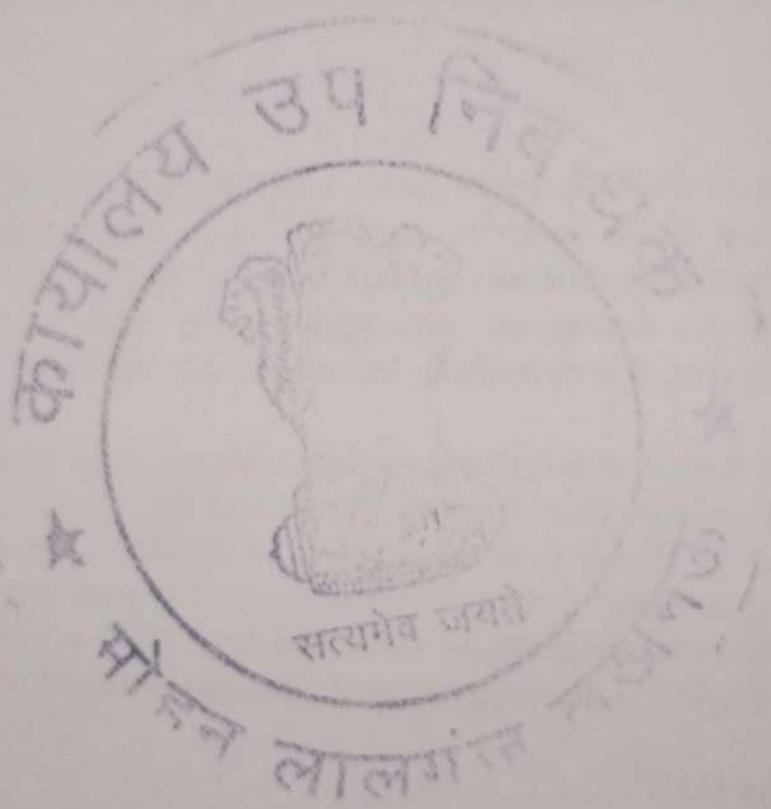
For M/s. Agrasheel InfraTech Pvt. Ltd.

For: M/s Agrasheel InfraTech  
Private Limited (Auth. Sign.)

For: M/s **Authorised Signatory**  
Limited (Auth. Sign.)

For: M/s Pearl InfraTech  
Authorised Signatory  
(Auth. Sign.)





SecondParty.

iii. Subject to elsewhere otherwise agreed between the parties in writing, the SecondParty is required to give its consent within 14 working days of the layout plan provided by the Developer to the SecondParty, failing which the area demarcated by the Developer falling in the share of the SecondParty shall be deemed to have been accepted / consented by the SecondParty. In case the SecondParty objects within 14 days, the said objection shall be resolved mutually by the parties after discussion with the consent of Second Party.

iv. The sale price of the plots and commercial etc., will be decided by the Developer in consultation with the Second and Third Party according to prevailing market price. All the parties hereby agree that they will follow the uniform sale price as decided by the developer for their share of plots also.

v. Here, the abovementioned right of SecondParty to get 1.4 Hectare / 14000 Sq Meters of developed plotted area in terms of this Agreement is absolute & is result of clear understanding of Parties reached with full application of minds. All the parties herein admit and accept the absolute right of Second Party to get 1.4 Hectare / 14000 Sq Meters of Developed Land in the Project in lieu of its land contribution. Here, the difference of actual land contributed by Second Party *viz-a-viz* to other Parties of this Agreement shall not be a relevant factor and the aforesaid agreement to get this 1.4 Hectare / 14000 Sq Meters of Developed Land in the Project is final and binding. The right of THPL to get 1.4 Hectare / 14000 Sq. Meters of developed plotted area as envisaged under this Agreement is the essence of this Agreement for SecondParty. The aforesaid right is non-derogable and fully binding upon all the parties to this Agreement. The share allocation between PEARL and AGRASHEEL shall be regulated by their internal arrangement and shall not affect any rights of THPL which accrue or arise under this Agreement. Accordingly, as far as THPL is concerned both PEARL and DEVELOPER shall jointly and severally liable for delivering the Developed Share (1.4 Hectare / 14000 Sq. Meters of Developed Plotted Area) of THPL within the time and on the terms as agreed in this Agreement.

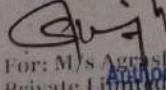
It is Further agreed that till the actual delivery of aforesaid 1.4 Hectare / 14000 Sq. Meters of Developed Plotted Area to THPL as per the terms of this Agreement, PEARL shall not exit from this Collaboration Agreement and neither it shall transfer / assign any rights and/or liabilities undertaken herein, in favor of any Third Party. For the Purpose aforesaid, it is further undertaken by PEARL that it shall not create any THIRD Party right to the extent of 1.4 Hectare / 14000 Sq. Meters of its share of Land / Developed Plotted Area till the time THPL does not gets its due share as per the terms of this Agreement i.e. THPL shall have a lien over the said Plotted Share (1.4 Hectare / 14000 Sq. Meters) of Pearl, till THPL does not gets its due share as per the terms of this Agreement. It is agreed in between the parties herein that this aforesaid clause shall have effect notwithstanding anything to the contrary provided in this Agreement. Here, it is clarified that the above clause is in addition and not in derogation to the Penalty Clause wherein the liability of Developers has been independently fixed under this Agreement.

vi. Timely delivery of Developed Plots shall be the essence of this Contract.

vii. In the event any taxes, charges, impositions, levies and duties including but not limited to the other charges are imposed and/or become payable in relation to the Second Party's Share along with any interest, penalties and additions with respect thereto (same ~~TULSHI HOMES PVT LTD~~ arising due to acts/omission of the Developer/its nominee companies), the same shall be payable by the Second Party. The Second Party shall

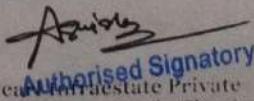
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For: M/s Agrasheel Infratech  
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For: M/s Tulshii Homes Private  
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For: M/s Peal Infravestate Private  
(Auth. Sign.)





indemnify and hold harmless the Developer against any default on the part of the Second Party and/or the Confirming Party in this regard.

## 8. RIGHTS AND OBLIGATIONS OF THE SECOND AND THIRD PARTY

The Second Party and the Third Party shall have obligations towards the Developer which are as under:

- i. The parties hereinto have agreed to represent Agrasheel Infratech (P) Ltd. as "Developer".
- ii. The Second Party and/or the Third Party shall sign and execute without any fail, all necessary deeds, forms, application and other required, to deal with or take any Approval, permission, consent etc. from any Competent Authority for development of said Township.
- iii. The Second Party and the Third Party shall provide a lawful and peaceful possession of the already purchased land for the purpose of construction and development to the First Party immediately on signing of this agreement.
- iv. The Second Party and the Third Party hereby conveys and declare that the said Purchased Land is free from all Encumbrances, and/or any existing dispute as to possession as well as title.
- v. The Second Party and the Third Party shall not do or cause to be done by any third party anything which creates hindrance/ obstacle/ problem in obtaining the requisite Approvals from the Competent Authorities for development of the Project.
- vi. Cost if any, incurred in the Project due to any Land ownership dispute /possession/title of land in respect of the Land shared by Second Party and Third Party shall be sole responsibility of the Second Party and Third Party at all the time.
- vii. Upon allocation of Second Party's Share in terms hereof, the Second Party shall be entitled to book and allot plots / structures thereon in its share in the market on the terms and conditions as it deems proper. The Second Party shall be at liberty and shall be entitled to market, promote, advertise, transfer, sell, alienate, lease, sublet, assign or dispose of the built-up units / developed plots in Second Party's Share in whole or in part in such manner as it may deem fit without requiring any consent whatsoever from the Developer or any Collaboration Members. The Second Party shall be at liberty to prepare the marketing strategies, marketing material, prepare the documentation, collect and appropriate the sale proceeds, rent or other consideration pursuant to such transfer in accordance with the Applicable Law. Any approvals required in this regard for the Second Party's Share will be obtained by the Second Party on its own and the First Party shall extend all necessary co-operation in this regard. Upon Completion, the Second Party shall be entitled to handover possession of plots/units in its share to the allottees. It is however clarified and agreed that the Parties shall make the allotment in accordance with law and in terms of this agreement. Any action on the part of either Party should not be prejudice to the interest of the other Party including but not limited to soliciting the customers of the other Party. The Second Party shall be entitled to appoint its own brokers/agents for the said purposes. Further, in case the Second Party desires that marketing of Second Party's Share be carried on by the Developer then same shall be subject to mutually agreed terms between the Developer and the Second Party to be recorded in writing.
- viii. That after the completion of Project, each party shall be entitled to register the sale deed of Plots of their respective share in favor of Allottees without any further deed

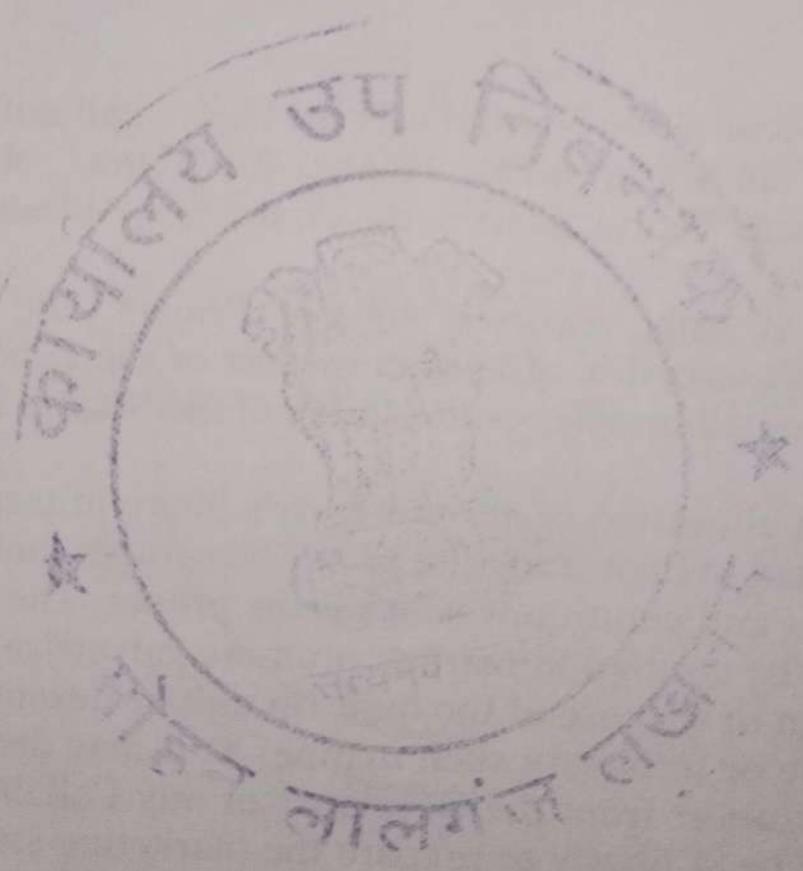
For M/s. Agrasheel Infratech Pvt. Ltd.

For: M/s Agrasheel Infratech  
Private Limited (Auth. Sign.)  
Authorised Signatory

For: M/s TPSA Homes Pvt. Ltd.  
Limited (Auth. Sign.)  
Authorised Signatory

For: Pearl Infraestate Pvt. Ltd.

For: M/s Pearl Infraestate Private  
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/ document / authorization from other party of this Agreement.

ix. It is agreed, understood and confirmed by the Parties that subject to the terms and conditions set out here in this agreement is irrevocable.

## 9. RIGHTS AND OBLIGATIONS OF THE DEVELOPER / FIRST PARTY

The Developer shall have obligations towards the development of the Project and towards the Second Party and Third Party which are as under:

- i. The Developers undertake to complete the Project in 2 Phases, where, Phase 1 shall be of 22.38 Acres and Phase 2 shall be of 12.57 Acres of Project Land, respectively. Phase 1 shall be completed and developed plots shall be handed over within 30 Months from the date of execution of this Agreement (Phase 1 Delivery Date), whereas Phase 2 shall be completed and developed plots shall be handed over within 36 Months from the date of execution of this Agreement (Phase 2 Delivery Date). Delivery of Developed Plots by the Developers within the time stipulated herein shall be the essence of this Agreement. A detailed schedule in this regard is attached herewith this Agreement and is made part hereof.
- ii. That the abovementioned time lines are absolute and are the essence of this Agreement. No Grace period shall be available/granted in said regard.
- iii. That Second Party has provided the possession of 7.76 Acres of clear land and Third Party has provided the possession of 12.5 Acres of clear land to Developer for starting the Development. The Project being of Approximately 35 Acres, wherein balance 15 Acres Land is being contributed by the Developers.
- iv. Developer shall have absolute and exclusive rights without any hindrance from the Second Party and the Third Party, to purchase land forming part of the Project Land (other than the Said Land) and develop the whole Township on the Project Land admeasuring 35 Acre.
- v. It is undertaken by the Developer that it shall develop the Project with due diligence and outmost care, with best of the materials. It is specifically agreed that that Developer shall follow PWD/CPWD byelaws/standards. It shall adhere to National Building Code and/or other specifications as may be applicable from time to time.
- vi. Developer shall be responsible for resumption and possession of all GS Land / LMC Land / Ceiling Land / Govt. Land, if any falling within the Township area. For this purpose Second Party will provide its cooperation and rightful consent to the Developer.
- vii. The Developer shall be at liberty and shall be entitled to market, transfer, sell, alienate, lease, sublet, assign or dispose of the built-up units / developed plots in the Project (except Second Party's & Third Party's Share/Allocation as per term of this Agreement) in whole or in part or any area developed on the Project Land, in such manner as it may deem fit without requiring any consent whatsoever from the Second Party and/or Third Party. The Developer shall be at liberty to collect and appropriate the sale proceeds, rent or other consideration pursuant to such transfer.
- viii. After induction of First Party as Lead Developer it shall be the responsibility of the Developer to secure all the Approvals as may be required for the development of

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For: M/s Agrasheel Infratech  
Private Limited (Auth. Sign.)  
Authorised Signatory

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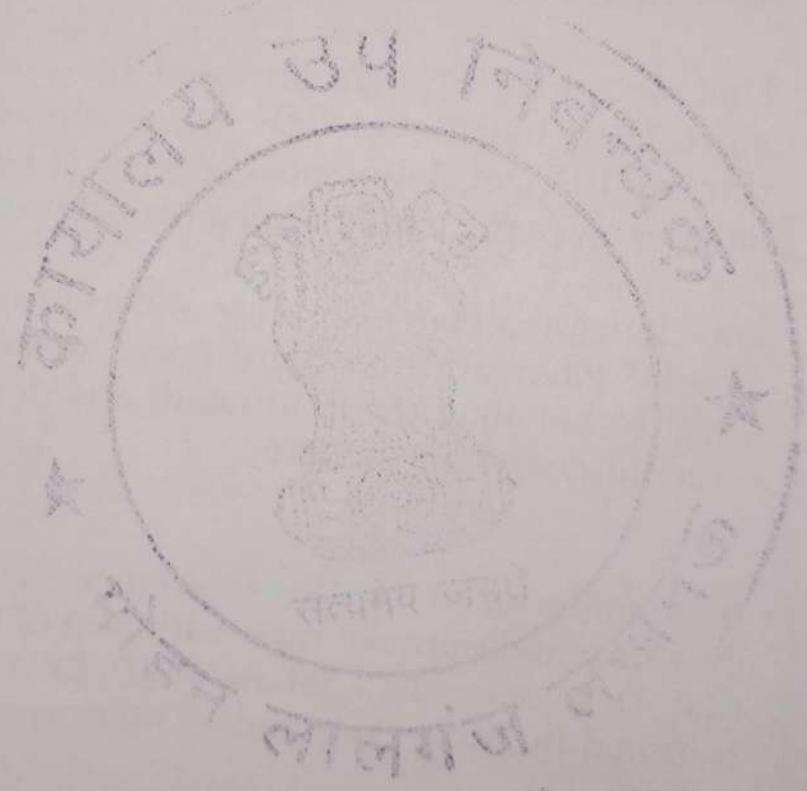
For: M/s Tulsiani Homes Private  
Limited (Auth. Sign.)

Authorised Signatory

For Pearl Infraestate Pvt. Ltd.

For: M/s Pearl Infraestate Private  
(Auth. Sign.)  
Authorised Signatory





the Project over the Said Land. The Developer shall be responsible for obtaining all the sanction and Approvals including certificate of completion from LDA after the completion of the Project.

- ix. The Developer shall be at liberty to mortgage and encumber the Project Land (Except Said Land) with any bank or financial institution or any other private lender for the purpose of raising any debt to fund the construction and development of the Project, on such terms and conditions as may be deemed appropriate by the Developer in its sole discretion. Costs for the same shall be borne by the Developer.
- x. All expenses involved in and for obtaining sanction of site plans, occupation certificate etc., from the Competent Authorities and availing loan/mortgage facilities shall be borne by the Developer.
- xi. The Second Party's Share shall be handed over by the Developer to the Second Party free from all 'Encumbrances and without any possession or title issues/defects. In case the Second Party finds out any Encumbrance on the Second Party's Share or any third-party claims are initiates / pending that affect the Second Party's Share then same shall be satisfied by the Developer without any liability of the Second Party and the Developer shall keep the Second Party indemnified in respect of the same. Further, the Developer shall sign and execute all deeds and documents as may be required by the Second Party for booking, allotment, sale, transfer and maintenance of areas in the Second Party's Share.
- xii. Developer shall prepare the design, model and/or plans for the permitted development and get there approved / sanctioned from the Competent Authorities and 'Shall be free to engage and. employ architects of its choice, at their own cost, expenses and responsibilities.
- xiii. Developer shall use F.S.I., density and ground coverage as per the Applicable Laws, terms of License and other Approval, granted by Competent Authority (as amended from time to time).
- xiv. Developer shall be entitled to launch the Township project and carry out booking/sale/lease/transfer of saleable areas in the project (except Second Party's & Third Party's Share/Allocation as per term of this Agreement) in the manner it deems fit and appropriate and in such phases as it may require. The Developer shall be entitled to sign, execute and deliver all documents for lease/ sale / transfer / allotment of the apartments/flats/ shops etc. in the township project (except Second Party's & Third Party's Share/Allocation as per term of this Agreement) to be executed with the purchasers including the Allotment Letters, Unit Buyer Agreements / Agreements to Sell, Lease Deeds, Conveyance Deed etc., in the format containing such terms and conditions as the Developer may deem fit and proper.

All the parties herein shall mutually decide the selling price of developed plots. Here the written consent of all the parties to said price shall be mandatory.

- xv. The Developer and Second Party both are entitled to collect and receive all the consideration and other amounts receivable from the purchasers of the saleable areas of the Township on their respective shares.
- xvi. The Charges (service tax, Vat etc.) collected from the purchasers / allottees, by the Developer or by the Second Party on their respective shares shall be deposited with the Competent Authorities under Applicable Law.

For M/s. Agrasen Infratech Pvt. Ltd.  
Authorised Signatory  
For: M/s Agrasen Infratech  
Private Limited (Auth. Sign.)

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Authorised Signatory  
For: M/s Tulsihani Homes Private  
Limited (Auth. Sign.)

For Pearl Infraestate Pvt. Ltd.  
Authorised Signatory  
For: M/s Pearl Infraestate Private  
Limited (Auth. Sign.)





xvii. The Developer shall be entitled to select a Project name at its sole discretion. The Parties agree that the Township shall be promoted under the brand name of the Developer (or its parent entity) only, or as may be deemed appropriate by the Developer. The Developer may decide such logos for the Project as it deems fit and appropriate.

xviii. The Developer reserves the exclusive right to select the set of brokers. All advertisement rights for the Project shall vest absolutely with the Developer including its timing, format etc.

xix. The Developer shall pay all EDC charges, as applicable, to the Competent Authorities on the entire developed area of the Project. All such proportionate EDC charges on Developed Share of THPL (as paid by Developer to Competent Authorities) as and when collected by the Second Party from its customers/ buyers on booking/ sale of its area, shall be deposited with the Developer. The Second Party shall always be liable to pay the EDC charges on its shares of developed area to the Developer at the time of execution of sale deed(s) in favor of Allottees.

xx. Internal Development in the Project shall be done by the Developer. In case any City/Zonal Development Charges or any cess levied by the Govt. Authority the same shall also be borne by the Developer only.

xxi. Marketing, promotion and advertisement of the Project shall be carried out by the Developer, The Parties have agreed that only the Developer's contact details (address, phone numbers, email etc.) would appear on all marketing collateral and selling materials. The design of all marketing collateral will be at the discretion of the Developer. The layout of the components will be as per the requirements of the relevant department of the Developer and will be finalized by the Developer.

xxii. Developer will be responsible for acquiring / purchasing currently un-acquired / un-purchased land out of total area of 35 acres and extension area of existing Project if any (over and above the said land approx. 20 acres which shall be provided by the Second Party and Third Party) , in its own name or its land-owning companies / SPV's or introducing other Landowners/Parties by the means of agreements, Developer shall be sole responsible for any decision, related to un-acquired / un-purchased land. The property mentioned in the document is agricultural land on the spot. It is also recorded as agricultural work is happening as per records. The property mentioned is not situated on any road. Residential activities are present within 200 meters of the property.

xxiii. In the event the Developer fails to fulfill or breach any of its obligations under this Agreement, the Developer agrees to indemnify the Second Party and the Third Party any loss, claims for damages suffered by the Second Party and/or the Third Party on account of Developer's breach or non- adherence of this Agreement.

xxiv. The Second Party and the Third Party agree that the Second Party shall inform and communicate to the Competent Authorities including LDA the address for future correspondence as Lead Member of the Collaboration which shall be the address of the Developer.

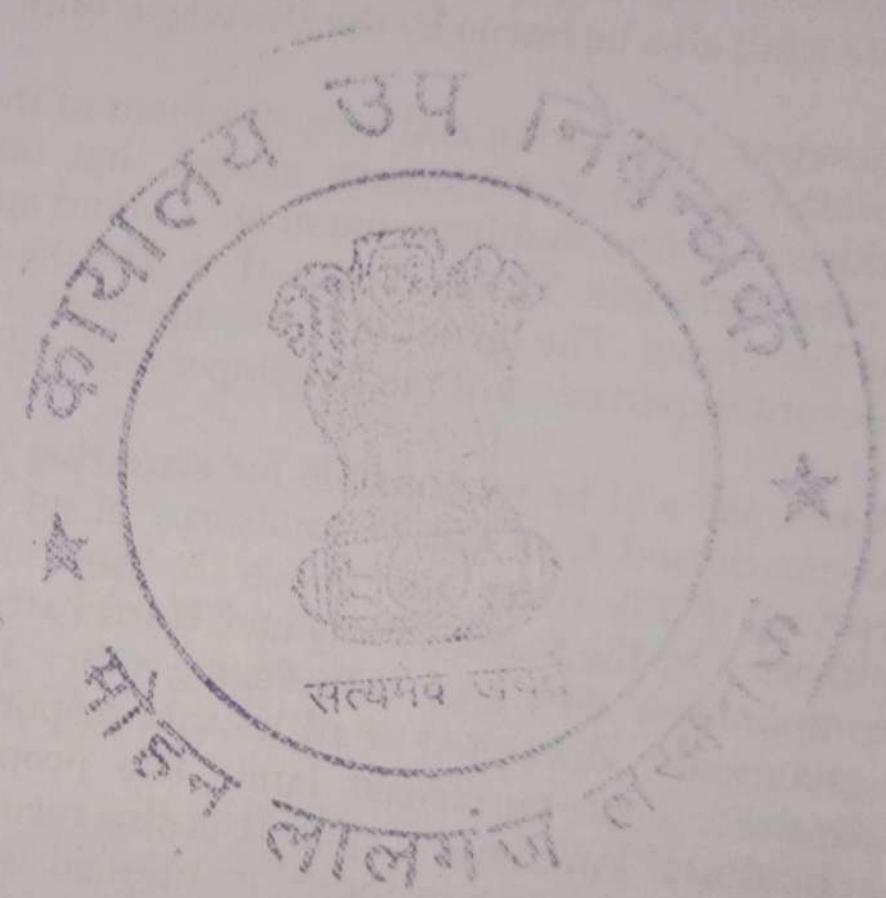
## 10. AUTHORIZATION

The Second Party and the Third Party, do hereby nominate, constitute and appoint the Developer, i.e. M/s Agrasheel Infratech Private Limited, to be the true and lawfully constituted attorney of the Second Party and the Third Party and in its name and/ or on its behalf to do, either by itself or through its substitute or substitutes appointed in pursuance of the power of substitution hereinafter contained or delegated, all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion all or any of the following acts, deeds or things namely. It is agreed between the parties that sale of their share shall be responsibility of each party.

For M/s. Agrasheel Infratech Pvt. Ltd.  
For: M/s Agrasheel Infratech  
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For: M/s Tulsiani Homes Private  
Limited (Auth. Sign.)  
Authorised Signatory

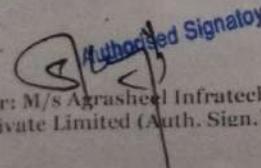
For Pearl Infratestate Pvt. Ltd.  
For: M/s Pearl Infratestate Private  
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- i. To carry out the development of the Project and to manage, control and supervise the Project in all respect and to represent the Second Party and the Third Party before any concerned authority(s) in this regard.
- ii. To remain in control of and enjoyment of the Project Land, and be responsible for the development and construction on the said Land or any part thereof until the Completion of the construction and development of the Project.
- iii. To manage the said Land and the facilities constructed upon it and to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the said Land with any concerned authority and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc., and to compromise the same before any Court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on Said Land and to take appropriate steps whether by action or otherwise, in accordance with law, to abate all nuisance.
- iv. To carry out the Project on the Project Land through or with due sanction of the appropriate government authority and to construct and develop the Project in accordance with the sanctioned plans and specifications.
- v. To pay the premium, ground rent and all deposits/securities, etc., to LDA for and on behalf of the Second Party and the Third Party and to all other concerned authorities, etc., for the development of the Project, and to receive back the refundable amounts out of the said amounts from the said authorities in the name of the Developer.
- vi. To carry on correspondence and deeds and documents as may be necessary with the aforesaid authorities and/or for purpose in respect of development of the Project.
- vii. To represent and to act on behalf of the Second Party and the Third Party, before any Government Authority, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the Developer may desire or deem fit from time to time, for any license, permission, approval, sanction or consent required in connection with the exercise of the rights vested in it by virtue of the Collaboration Agreement including sanctions and approval and re-approval of layout plans, building plans, zoning plans, completion certificates, occupancy certificates, permission to mortgage, transfer permission, etc., as required under applicable laws, rules, regulations, orders, notifications in relation to the Project or the Said Land and for the purposes incidental thereto, and make payment of charges, due and receive payments, refunds and to take all necessary steps and to do or cause to be done all such acts, matters and things for the purposes aforesaid.
- viii. To carry out the full, free and uninterrupted development of the Project as per the terms of the Collaboration Agreement and to do various acts, deeds, matters and things in respect of the Said Land or the Project including dealing with LDA, State Electricity Board, Town and Country Planning, Municipal Committee, Central/State Government offices and/or public or private utilities.
- ix. To appear before any person, officer and authority, in relation to exercising the Development and Sales Rights of the Developer under the Collaboration Agreement or in relation to the development of the Project on the Said Land, and for any other matter connected with and or touching the development of the Project or the Said Land.

For M/s. Agrasheel Infratech

For: M/s Agrasheel Infratech  
Private Limited (Auth. Sign.)

  
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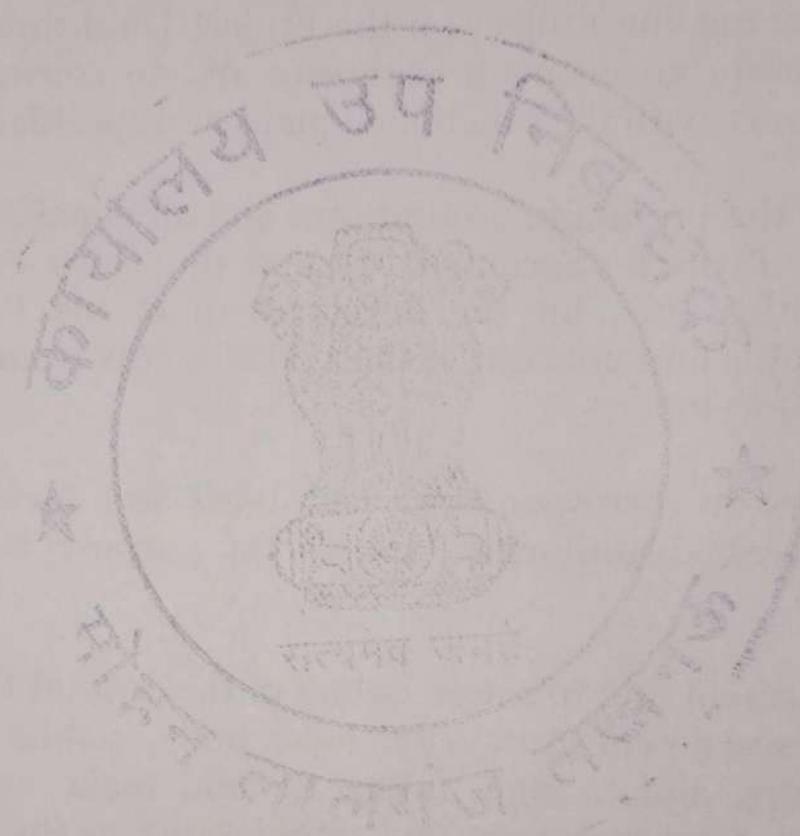
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For: M/s Tulsiyan Homes PRIVATE  
Limited (Auth. Sign.)

For Pearl Infraestate Pvt. Ltd.

For: M/s Pearl Infraestate Pvt. Ltd.  
Authorised Signatory  
(Auth. Sign.)





x. To apply for and obtain all such licenses, approvals, permissions, consents, sanctions etc., as may be required, including without limitation, change in land use, (in terms of license granted), intimation of approval, commencement certificate, drainage certificate, occupation certificate, building completion certificate in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity supply, drainage connection, leveling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done for the Project for becoming eligible for grant of such approvals, permissions, consents, sanctions etc. as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds and documents as may be required for the aforesaid purpose.

xi. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of layout, building plan, and/or for the purpose of constructing / building the Project by utilizing maximum FSI/FAR available for the present and in future in respect of the Said Land as are permissible under the development rules from time to time and as has been agreed under the Collaboration Agreement.

xii. To get the Project pre-approved by any bank(s) / financial institution(s), for enabling the allottees, buyers, transferees, investors etc., to avail home loans and other financial assistance for booking of area / units in the Project and for this purpose to prepare, execute and sign all requisite documents including loan agreements, guarantee, undertakings, affidavits, authorizations, no objection letters or any other document/agreement and present the same for registration before the Sub-Registrar or any other Competent Authority.

xiii. To promote and register the buyers association or Cooperative Society, Limited or Organization of such prospective purchasers, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Second Party and The Confirming Party before all other concerned authorities.

xiv. To make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component and for that purpose to make any affidavit and give undertakings as the Developer may desire or deem fit.

xv. To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, Labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to carry out the development work in relation to the Project and to pay the wages, remuneration etc., and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate and liaise with them from time to time and to give them instructions as the Developer may desire or deem fit from time to time.

xvi. To sign, declare, affirm, execute, deliver and give necessary letters, writings, undertakings, indemnities and other necessary or required documents to the municipal authorities or any other authority, fire brigade department and other concerned authorities for occupying the buildings and premises constructed as a

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Authorised Signatory  
For: M/s Pearl Infraestate Pvt. Ltd.  
(Auth. Sign.)





part of the Project and/or obtaining necessary no objection certificates from the said authorities in connection with the Project.

xvii. To apply to the Government or any Government Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, license, certificate etc., in respect of any matter in relation to the construction and development of the Project.

xviii. To enter into contracts with contractors / sub-contractors /professionals /suppliers of goods and services/ vendors etc. for with respect to the construction, development and implementation of the Township Project, on such terms as may be deemed fit by the Developer.

xix. To exercise full, free, uninterrupted and exclusive and irrevocable marketing rights and branding rights in respect of the Project.

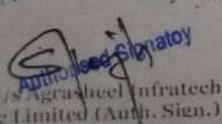
xx. To exercise full, free and uninterrupted rights for allotment, sale / lease, license or any other manner of transfer or creation of third-party rights in the entire saleable area and units and apartments in the Project and / or on the 'Said Land (except the Second Party's and the Third Party's allocation in the said Land In terms of the Collaboration Agreement), and enter into agreements with such transferees as it deems fits and on such terms and conditions as it deems appropriate, to receive the full and complete proceeds in its own name and give receipts and hand over ownership, possession, use or occupation of the entire saleable area and units and apartments in the Project (except the Second Party's and the Third Party's allocation of plots as per terms of the Collaboration Agreement) along with proportionate undivided interest in the land underneath.

xxi. To execute all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letter of allotments, agreement for sale, sale deeds/conveyance deed, agreement to lease, leave & license agreement, tenancy or any other agreement in relation to the entire saleable area and units and apartments in Project (except the Second Party's and the Third Party's allocation as per terms of the Collaboration Agreement) along with proportionate undivided interest in the land underneath.

xxii. To raise advance, loan from any third party, bank or a financial Institution, inter-alia for the purposes of development of the Project, and to mortgage the Project Land (Except the Said Land) and all accession/ construction (present or future on the same) and all receivable / revenue (present and future) against such advance(s) or loan (s), and to sign and execute any document, agreement, deed, undertaking, declaration etc., on behalf of the Second Party and the Third Party with any such bank or financial institution or any person and to do all such acts, deeds and things as may be necessary, incidental or ancillary for creation of any such mortgage/ hypothecation/charge of any nature whatsoever including to make necessary filings with the registrar of companies and to apply on behalf of the Second Party and the Third Party and obtain the permission to mortgage from LDA. Here, it is clarified that Developer shall have no right to create any encumbrance over the Land contributed by Second Party and Third Party.

xxiii. To issue advertisements in such mode as may be deemed fit by the Developer in accordance with the Collaboration Agreement for sale of the saleable area, units and apartments in the Township Project (except the Second Party's and the Third Party's allocation in the terms of the Collaboration Agreement), announcing the development of the Township Project and inviting prospective purchasers, lessors, licensees, to book the building/premises or any part thereof (except the Second Party's and the Third Party's allocation in the terms of the Collaboration Agreement).

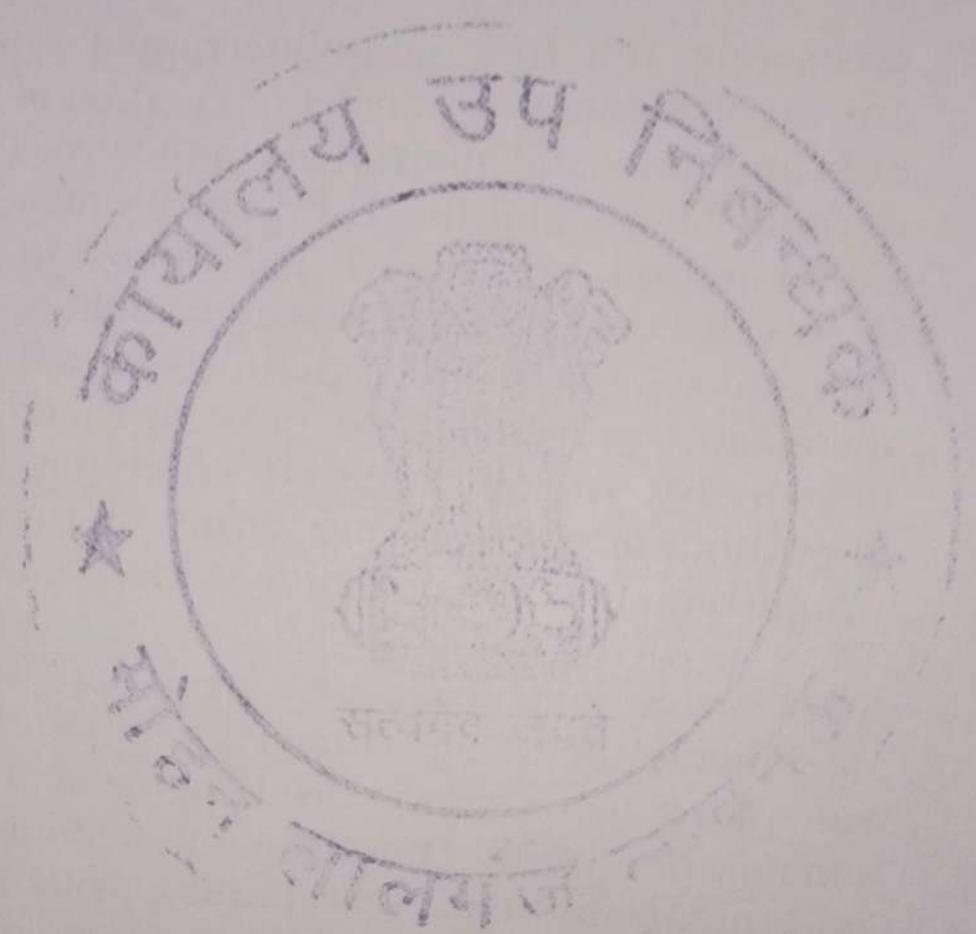
For M/s Agrasheel InfraTech  
Private Limited (Auth. Sign.)

  
For: M/s Agrasheel InfraTech  
Private Limited (Auth. Sign.)

For: M/s Pearl InfraState Private  
Limited (Auth. Sign.)

For: Pearl InfraState Private  
Limited (Auth. Sign.)





xxiv. To apply and appear before the collector, sub-registrars or any other competent authority and obtain documents and registrations relating to the transfer / sale of units in the Developer's share in the Project, to pay requisite fees/charges, to obtain the registered documents and to perform all acts as necessary in this regard.

xxv. To protect the Said Land in such manner as the Developer may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order.

xxvi. To purchase insurance policies for the Project against loss or damage against fire, lightning, tempest riots, strikes, civil commotion, enemy action, terrorism and terrorist action, malicious damage, floods and natural perils including landslide, rockslide, cyclones, inundation, earthquake etc. as the Developer may consider necessary and to pay the premium costs thereof.

xxvii. To maintain the Project and common areas and facilities in the various components of the Project.

xxviii. To enter into Space/Unit Buyers/ Allotment Agreement(s), i.e. Agreement(s) for sale of flats/units/plots constructed/developed on the Said Land detailed above.

xxix. To receive, in its own name, sale price, lease and license money payable by the allottee(s), purchaser(s)/ Lessee(s)/Licensee(s) of shops, units, flats so constructed on the Said Land.

xxx. To sign necessary transfer forms for transferring of the units developed therein or part thereof to the name of the Purchaser(s) in the records of concerned local authorities.

xxxi. To negotiate and/ or to enter into agreements for the lease, transfer, conveyance of the built up areas forming part of the saleable area in the Project in the proposed building(s) and premises to be constructed and developed as a part of the Project (except the Second Party's and the Third Party's allocation in terms of this Collaboration Agreement), with any person for such consideration as may be determined by the Developer, and on such terms and conditions, as may be agreed by and between the Developer and such other person.

xxxii. To maintain the Project and do all such acts, deeds and things as may be required for maintenance of the Project, including to appoint agencies / third parties for maintenance, collecting and utilizing the maintenance charges and deposits from the allottees and to nominate and appoint various agency(ies) as the maintenance agency(ies) for carrying out the operation and maintenance services as may be required for the maintenance and management of the Project.

xxxiii. To effectively exercise the powers vested hereunder, enter into, execute, sign, seal and deliver, acknowledge and perform any contract, agreement, deed, application, paper, writing, indemnity, undertaking, terms and conditions, entrustment or document or other assurances or thing as may from time to time be required by any authority in relation to the Project or any part thereof which may in the opinion of the Developer be necessary or required to be entered into, made sign and seal, execute, deliver and perform for effectuating all or any of the purposes aforesaid and for all or any of the purpose of these presents.

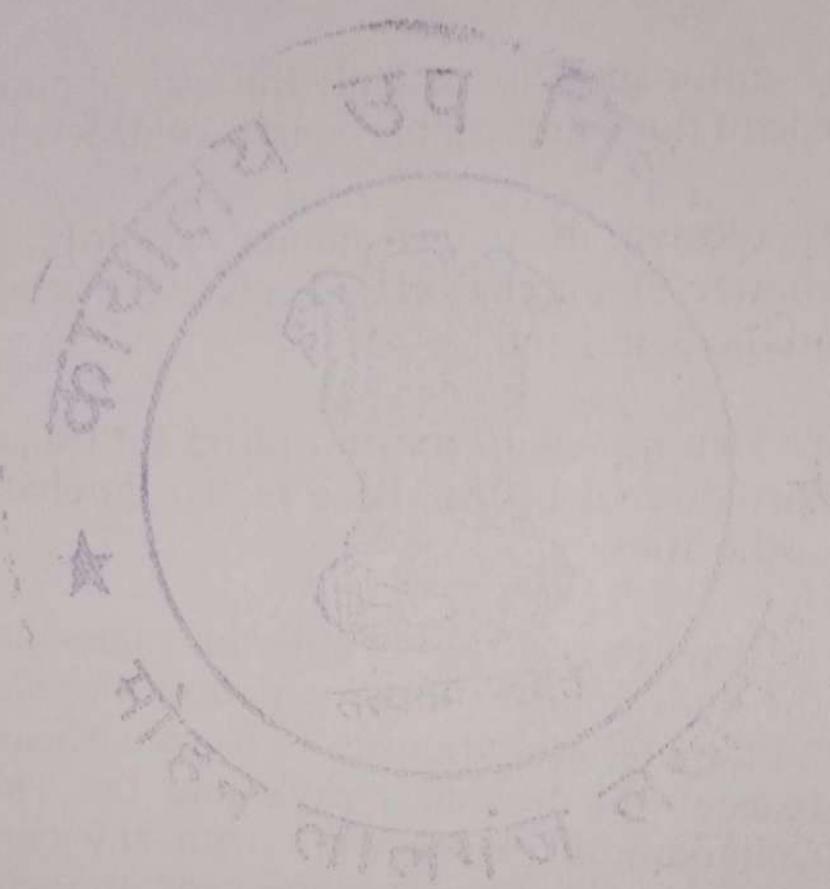
xxxiv. To appear before the Registrar or Sub-Registrar of Assurances or any officer or ~~Officer~~ for the time being appointed under the applicable law relating to the

For M/s. Agrasheel InfraTech PVT. LTD  
For: M/s Agrasheel InfraTech  
Private Limited (Authorised Signatory)

For: M/s Amritsar Jute Mills  
Limited (Auth. Sign.)

For Pearl Infraestate Pvt. Ltd.  
  
Arun B. Patel  
Signatory

For: M/s Pearl Infrastructure  
**Authorised Signatory**  
(Auth. Sign.)



lodge and/or admit execution of all deeds, documents and assurances executed, signed, sealed and to be delivered in relation to the Developer's share, of the Project on behalf of Second and Third Party and to take all effective steps under the Indian Registration Act, 1908 for the purpose of registration of any document and take steps by way of appeal, reference, review or revision under the said Act including before Inspector General of Registration under the said Act as the Developer may desire or deem fit.

xxxv. Without being liable for the same, to represent the Second Party and the Third Party in matters of tax assessment and re-assessment from the date of execution of the Collaboration Agreement before the Competent Authority in respect of development of the Project and to do all such acts, deeds and things and sign all such applications, deeds, indemnities and undertakings whatsoever required in that regard and depose, make sworn statements, representations, give undertakings and submissions and assurances pertaining thereto.

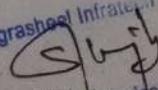
xxxvi. To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning (excluding such matters and disputes between the Developer and the Second Party and the Confirming Party), the development of the Township Project and to appear and act in all courts, original or appellate, and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the Developer shall think expedient and proper to do so, provided, however, the Developer shall not cause any financial obligations on the Second Party and the Confirming Party.

xxxvii. To sign and file undertaking, as may be necessary, to the municipal corporation, competent authorities or such other appropriate authorities and to do such further acts, deeds and things as may be found necessary or required for the purpose of effectually carrying out the purposes and intends of this Power of Attorney.

xxxviii. To remain in control-of and exercise full, free and uninterrupted authorization to operate the recreational areas constructed in the Project even after completion of the entire Project, and to allow the usage of the same to the allottees/residents in the manner deemed fit and appropriate by the Developer, and to at all times maintain, manage, operate and run the recreational areas in its own name and as per its own management policies and discretion, and collect in its own name and appropriate all revenues there from at all times.

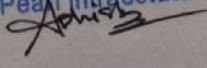
xxxix. To substitute and appoint one or more attorney or attorneys and to delegate any or all the powers and authorities hereby conferred and to revoke any such appointment or delegation and to substitute or appoint any other or others in place of such attorney or attorneys as the said Attorney/Developer shall from time to time think fit at its sole discretion.

xl. Generally, to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction of the Project and allotment/sale of the saleable area, units and apartments in the Project on the Said Land and the License (except the Second Party's and the Third Party's allocation in terms of the Collaboration Agreement) and to exercise all rights vested in the Developer under the Collaboration Agreement.

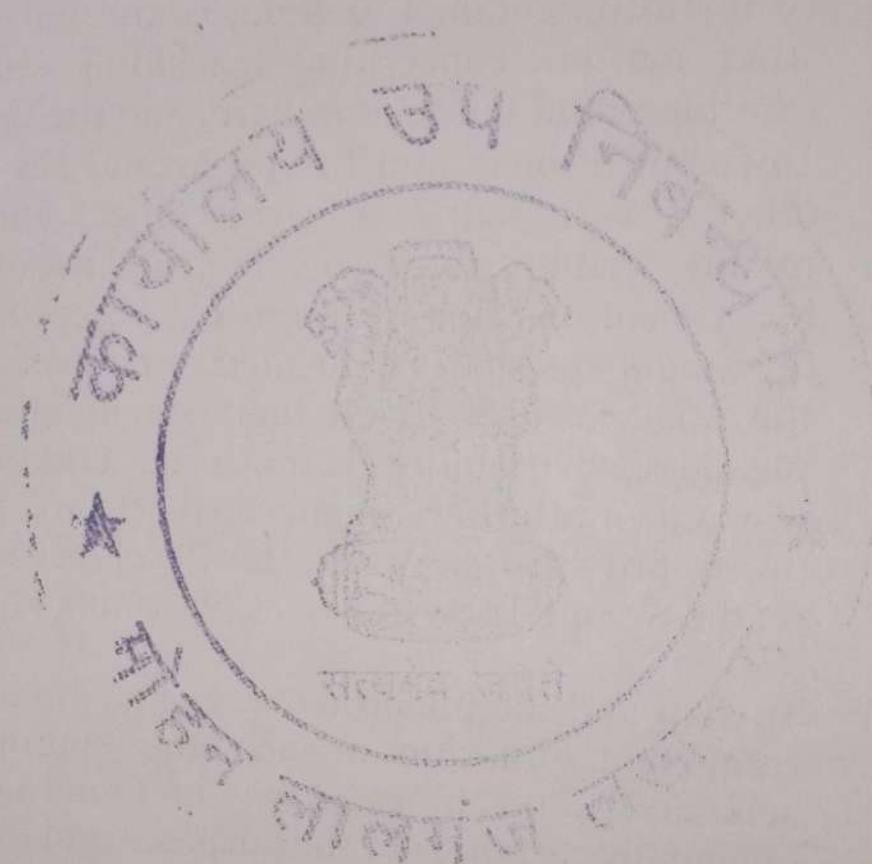
For M/s. Agrashree InfraTech Pvt. Ltd.  
  
For: M/s Agrashree InfraTech  
Private Limited (Auth. Sign.)

TULSIAN HOMES PVT. LTD.

For: M/s Tulsiyan Homes Private  
Limited (Auth. Sign.)  


For Pearl Infraestate Pvt. Ltd.  
  
For: M/s Pearl Infraestate Private  
Limited (Auth. Sign.)





## CONSEQUENCES OF ABANDONMENT/SUSPENSION OF AGREEMENT

11.

- i. In the event the Developer fails to meet any of its obligations including the but not limited to the obligation to deliver the developed plots of 1.4 Hectare / 14000 Square Meters within 30 Months (for Phase 1) & within 36 months (for Phase 2) respectively, from the date of execution of this Agreement. That if any other representation(s), statement(s) or confirmation(s) given under this Agreement in General and/or given under Clause 11 in particular are found incorrect and / or the Developer raises any dispute with respect to the transaction(s) contemplated under this agreement due to which the right(s) of the Second Party (to get developed plots of total 1.4 Hectare / 14000 Sq Meters within the time and in the manner specified in this Agreement) may be prejudiced, as the case may be, the Developer shall be liable and responsible to pay liquidated damages of Rs. 15,00,00,000/- (Rupees Fifteen Crores) to the Second Party as a pre-estimated loss incurred or suffered by the Second Party w.r.t their developed area 1.4 Hectare / 14000 Sq Meters for the Land contributed by it, within a period of 15 (Fifteen) days from the date of demand made by the Second Party, without prejudice to any other rights and remedies which the Second Party may have under this Agreement or under the applicable laws. The Developer hereby affirm and confirm that it shall not raise any protest in relation to the payment of such liquidated damages to the Second Party. If the Developer fails to make payment towards the liquidated damages within a period of 60 (Sixty) days from the date of such breach or default, the Second Party shall be having an option to recover such liquidated damages as the debt owed by the Developer to the Second Party."
- ii. Without prejudice and in addition to above, it is independently agreed that in any case whatsoever if the Developed Plots are not delivered by the Developer to THPL, within 12 months from the date of expiry of Phase 1 Completion Date (being 30 Months from the date of Execution & Registration of this Agreement) or Phase 2 Completion Date (being 36 Months from the date of Execution & Registration of this Agreement) as the case may be, the Security amount of 4 Crores as received by THPL shall stand forfeited by same and that in said case THPL shall be entitled to a balance Liquidated Damages of Rs. 11 Crores Only [Rs. 15 Crores (Penalty) - 4 Crores (Security)]
- iii. Due to any reason attributable to the Second Party, then the Developer shall have right to claim the amount(s) as mutually decided by the Parties together with an interest of 18% per annum.
- iv. Due to any reason attributable to the Developer, then the Developer and the Second Party shall mutually decide the amount of compensation payable to the Second Party and way forward.

## 12. REPRESENTATIONS AND WARRANTIES

- i. **Mutual Representations and Warranties:** The Parties hereby represent, warrant, confirm and assure or covenant (as the case may be) to the each other that:
  - a. This Agreement has been duly authorized by all requisite action on part of the respective parties and is a valid and legally binding obligation enforceable in accordance with its terms hereof.
  - b. The Parties have all necessary power to execute and deliver this Agreement and to perform their obligations hereunder.

For M/s Agni Infraestate  
Private Limited (Auth. Sign.)

For: Authorised Signatory  
TUSIANI HOMES PVT LTD

For Pearl Infraestate Pvt Ltd  
Authorised Signatory  
For: M/s Pearl Infraestate Private  
(Auth. Sign.)





- c. Neither the execution nor delivery of this Agreement nor the performance of its obligations hereunder will (a) result in the breach of, or default under any material agreements to which the Parties may be party or (b) violate or otherwise conflict with any Applicable law or by any terms of their "respective Memorandum and Articles of Association or any order or decree" of any court or competent authority.
- ii. **Developer's Representations and Warranties:** The Developer hereby represents, warrants and assures to the Second Party and the Confirming Party that:
  - a. It shall comply with all the Applicable Laws including Policy, Brochure, 'Land Use Policy, and Master Plan and shall be the timelines, if any, imposed by the LDA/ Competent Authorities.
  - b. It is represented by the Developer that he has conducted the requisite due diligence of the project land and that as per his knowledge the project land on the spot is agricultural. Developer further represent that as per the authority records, agriculture work is happening on the project land and any residential activity is at least 200 meters ( far) away from the project land.
  - c. In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the Developer and the Second Party. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (As Amended) and shall be held in Delhi, India. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby an to act accordingly."
- iii. **Second & Third Party's Representations and Warranties:** The Second Party & Third Party hereby represents warrants and assures to the Developer and The Confirming Party that:
  - a. it shall comply with terms of the Collaboration Agreement.
  - b. as on the date of signing of this Agreement, there are no Encumbrance, legal proceedings, attachment, prohibitory orders, from any Competent Authority which impairs the said Land, Project or the Development and Sales Rights.

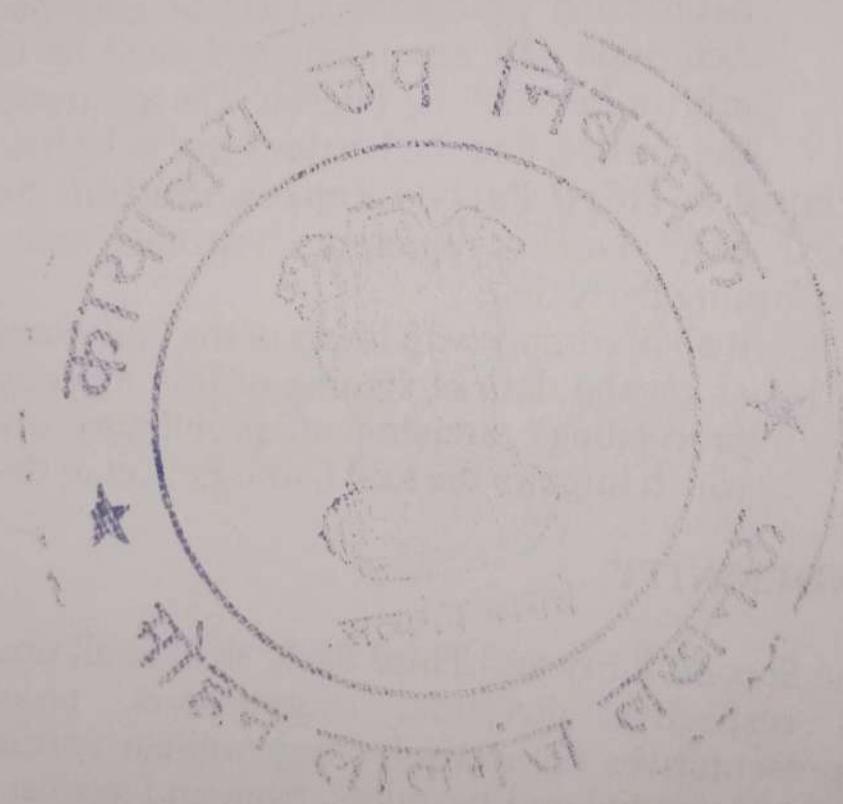
### 13. INDEMNITY

- i. The Second Party and Third Party shall at all times indemnify the Developer shall keep its respective directors, shareholders, promoters, employees and authorized representatives (collectively "Indemnified Parties") and shall keep them indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the Indemnified Parties may bear, incur or suffer, and/ or which may be made, levied or imposed on the Indemnified Parties, and/ or claimed from the Indemnified Parties, due to or by reason or virtue of an act or omission of the Second Party, after the date of execution of this Agreement, relating to:
  - a. Claim received from any third party including but not limited to claim.
  - b. breach of its obligations, covenants and undertakings under this Agreement.
  - c. claims and/ or actions that may be initiated against Indemnified Parties due to reasons exclusively attributable to the Second Party in relation to the permitted development.
  - d. claim in relation to any dispute on the said land whether disclosed to Developers or not.
- ii. The Developer shall at all times indemnify the Second and Third Party and shall keep its respective directors, shareholders, promoters, employees and authorized representatives (collectively "Indemnified Parties") and shall keep them indemnified.

For: M/s Agni Infra Private Limited (Auth. Sign.)

**TULSIANI HOMES PVT. LTD.**  
For: M/s Tulsiani Homes Private Limited (Auth. Sign.)

For: M/s Pearl Infraestate Private Limited (Auth. Sign.)



saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the Indemnified Parties may bear, incur or suffer, and/ or which may be made, levied or imposed on the Indemnified Parties, and/ or claimed from the Indemnified Parties, due to or by reason or virtue of an act or omission of the Developer, after the date of execution of this Agreement, relating to:

- a. Claim received from any third party including but not limited to claim received from the any nominee company of the Developer.
- b. breach of its obligations, covenants and undertakings under this Agreement;
- c. claims and/ or actions that may be initiated against Indemnified Parties due to reasons exclusively attributable to the Developer in relation to the permitted development;
- d. Claim in relation to any dispute on the said Land (other than said Land in case that is attributable to the Second Party) whether disclosed to Developers or not.
- e. Any defect in or want of title in relation to the Second Party's share of Land (other than Land to be acquired) acquired/purchased by the Developer/its nominee companies.

iii. That without prejudice and in addition to above it is stated that since, the commercials as agreed between Developer & Pearl is not available with THPL, for THPL both Pearl and Agrasheel are deemed developers and in case if any dispute whatsoever arises in between the Pearl and/or Agrasheel the said dispute shall not affect any rights of THPL. Where due to any such dispute, THPL rights as provided herein this Agreement are prejudiced, all the losses/penalties as contemplated by this Agreement shall borne jointly and severally by Pearl and Agrasheel.

#### 14. MISCELLANEOUS

##### i. Stamping and registration of this Agreement

This Agreement shall be executed in triplicate (one for each contracting party), each Agreement shall be deemed original. This agreement as executed between the Parties shall be duly stamped and registered as per Applicable Law. It shall be the duty of Developer to get this agreement duly stamped and registered, completely at its own cost and with its own expertise. All stamp duty/cost of registration of this agreement shall be borne exclusively by the Developer. Here, deficiency/Penalty, if any, in said regard shall also be borne by Developer. The originals (registered) shall be retained by the Developer while the certified copies shall be retained by the Second Party and Third Party. All certified copies of registered agreement shall be deemed original and at par with registered agreement.

##### ii. Notices

**Notice Requirements:** All notices, statements or other communications required or permitted to be given or made under this Agreement shall be in writing in English language and delivered by registered post with recorded delivery/email.

##### iii. Costs

Except as otherwise expressly provided for in this Agreement, all costs and expenses incurred by respective Parties in connection with this Agreement, including without limitation fees and expenses of its accountants, the auditor, consultants, legal counsel and tax advisors, shall be exclusively for the account of and shall be borne by such Party. Further, any stamp duty, registration charges or any other ancillary costs pertaining to stamping and registration this Agreement and/or the general power of attorney and/or MOU shall be borne by the Developer.

For M/s. Agrasheel Infratech Pvt. Ltd.

For: M/s Agrasheel Infratech  
Private Limited (Auth. Sign.)  
Authorised Signatory

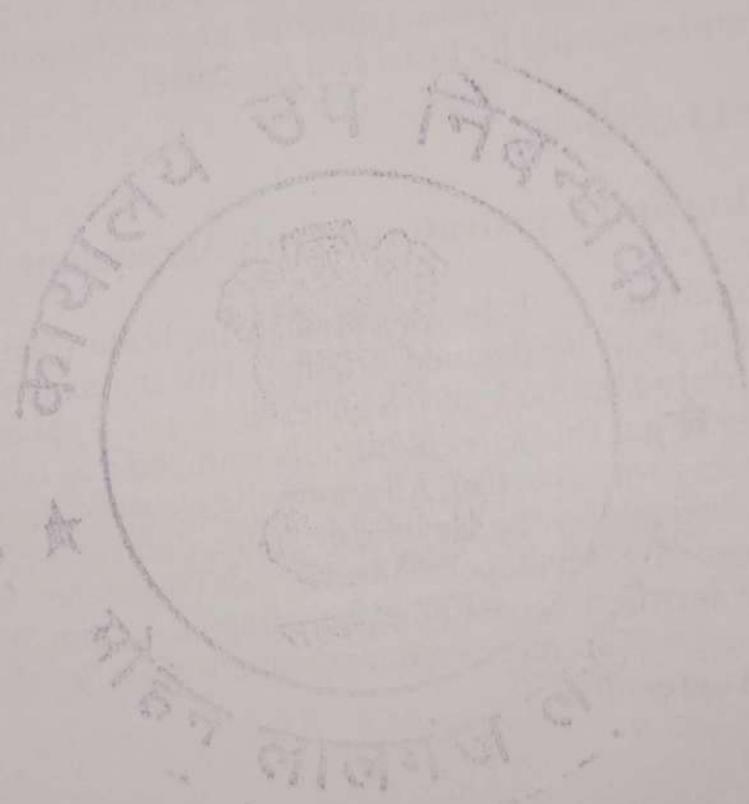
TULSIANI HOMES PVT. LTD.

For: M/s Tulsiani Homes Private  
Limited (Auth. Sign.)  
Authorised Signatory

For Pearl Infratestate Private  
Limited (Auth. Sign.)

For: M/s Pearl Infrestate Private  
Authorised Signatory





#### iv. No Partnership

The Parties expressly do not intend hereby to form a partnership, either general or limited, or any form of unincorporated joint venture, under any jurisdiction's partnership law. The Parties do not intend to be partners to one another, or partners to any third party, or create any fiduciary relationship among themselves, solely by virtue of their status as the Second Party and for the Project. To the extent that any Party by word or action, represent another person that any other Party is a partner, the Party making such representation shall be liable to any other Parties that incur any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind or nature whatsoever (including to any investigative, legal or other expenses incurred in connection with, and any amount paid in settlement of, any pending or threatened legal action or proceeding) arising out of or relating to such representation. No Party shall act as an agent of the other Parties or have any authority to act for or to bind the other Parties unless specifically authorized by that Party. The liability of performing respective obligations by the Parties under this Agreement shall be several and none of the Parties shall be jointly responsible for these obligations at anytime.

#### v. Successors and Assigns:

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties and their successors and permitted assigns, any rights, benefits, privileges, liabilities or obligations under or by reason of this Agreement.

#### vi. Confidentiality

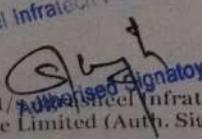
a. **Confidentiality Requirements:** Each Party (the "Receiving Party") shall keep all confidential information and other materials received by it from any other Party (the "Disclosing Party") in relation to this Agreement (including all of the information concerning a Party's business transactions and financial arrangements) (the "Confidential Information") confidential and shall not without the prior written consent of the Disclosing Party, disclose or divulge the Confidential Information to a third party or use the Confidential Information other than for carrying out the purposes of this Agreement. Confidential Information shall at all times remain the property of the Party that owns it. Upon termination of this Agreement, the Receiving Party shall return all Confidential Information to the Disclosing Party.

b. **Permissible Disclosures:** Notwithstanding the provisions of Non-disclosure requirement, any Receiving Party may disclose Confidential Information to a third party without the Disclosing Party's prior written consent, but only to the extent such Confidential Information is:

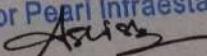
- i. already in the public domain or becomes available to the public other than through the act or omission of the Receiving Party;
- ii. acquired to be disclosed in the written opinion of legal counsel of the Receiving Party, under Applicable Law, by a government order, decree, regulation or rule, or by any stock exchange on which the shares of the Receiving Party are listed (provided that the Receiving Party shall, to the extent legally, permissible give written notice to the Disclosing Party prior to such disclosure);

disclosed to its Affiliates, officers, employees, investors or transferees provided that such persons shall undertake to treat such Confidential Information in the same manner as the Receiving Party.

**TULSIANI HOMES PVT. LTD.**

For M/s. Agrashree InfraTech Pvt. Ltd.  
For: M/s Agrashree InfraTech  
Private Limited (Auth. Sign.)  


For: M/s Tulsiani Homes Private  
Limited (Auth. Sign.)  
**Authorised Signatory**

For Pearl Infraestate Pvt. Ltd.  
For: M/s Pearl Infraestate Private  
Limited (Auth. Sign.)  






Information as confidential;

- iv. acquired independently by the Receiving Party from a third-party source not obligated to the Disclosing Party to keep such Confidential Information confidential; or
- v. already known or already in the lawful possession of the Receiving Party, as of the date of the disclosure by the Disclosing Party and the Disclosing Party has intimated same to the receiving party at the time of receiving such information.

### vii. Announcements

No announcements or other disclosure concerning this Agreement shall be made by any Party save in the form agreed to in writing between the Parties or where required by Applicable Law or any Competent Authority. The Parties shall consult with each other on the content and timing of the announcement prior to its being made and shall provide the other with reasonable opportunity to review and comment on such announcement.

### viii. Further Assurances

The Parties shall use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws to consummate or implement expeditiously the transactions contemplated by, and the agreements and understanding contained in, this Agreement.

### ix. Assignment

The THPL shall have the right to Assign their Share (1.4 Hectare / 14000 Square Meter of Developed Plotted Area In the Project) in favor of any other party. However, no such right for assignment (Project Transfer/35Acres) shall be available for Pearl and/or Developers without the prior written consent of the THPL. No such consent shall be required where once the developed share of THPL is handed over to the same in terms of this Agreement.

### x. Invalidity

If any provision of this Agreement is held to be invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement 'and ineffective to the extent of such invalidity or unenforceability (but only to such extent, and the Parties desire that a provision that can be reformed, to comply with Applicable Law be reformed in lieu of such severing), without affecting in any way the remaining provisions hereof,' which shall binding.

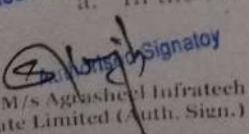
### xi. Modification

No amendment or other variation of this Agreement shall be binding on any of the Parties unless, and to the extent that such amendment or variation is recorded in a written document executed by each of the Parties.

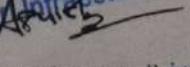
### xii. Governing Law and Courts:

#### Arbitration

- a. In the event any dispute arises between the Parties out of or in connection with this Agreement, the dispute shall be referred to arbitration.

For: M/s. Agrasheel Infratech Pvt. Ltd.  
  
For: M/s Agrasheel Infratech  
Private Limited (Auth. Sign.)

TU SHANI HOMES PVT. LTD.  
  
For: M/s Tu Shani Homes Private  
Limited (Auth. Sign.)  
At 10 x 1 Signatory

For: Pearl Infraestate Pvt. Ltd.  
  
For: M/s Pearl Infraestate Private  
Limited (Auth. Sign.)  
Authorised Signatory



Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) days, gives a notice to this effect, to the other Party in writing.

b. In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the Developer and the Second Party. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 (As Amended) and shall be held in Delhi, India. The language of arbitration shall be English. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

#### xiii. No Waiver

No failure to exercise and no delay in exercising on the part of any of the Parties any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

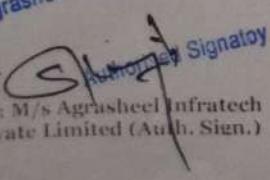
#### xiv. Force Majeure

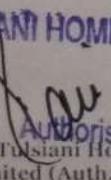
If performance of certain obligations of this Agreement is prevented, in whole or in part, by causes beyond control of the Parties or due to any Force Majeure conditions, either Party shall be excused from performing such of its obligations mentioned in this Agreement during and to the extent of the subsistence of any Force Majeure conditions. The occurrence of such an event and the resultant prevention shall be communicated to the other Party as soon as practicable with sufficient details and materials to facilitate the verification thereof. Notwithstanding anything contrary contained in this Agreement, the Second Party shall be entitled to extension of time for performance of its obligation hereunder for the period of delay due to any Force Majeure condition i.e. during which such Force Majeure conditions prevailed, without any liability for penalty/interest. The Party prevented shall be obliged to carry out its best endeavor to overcome the Force Majeure condition and perform such of its obligations and inform as soon as practicable to the other Party about the cessation of the Force Majeure condition and the commencement of performance.

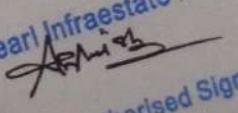
For purposes hereof, Force Majeure shall mean any unforeseeable, unavoidable event which is outside the either Party's scope of influence and control and for which the Party(ies) bears no responsibility including but not limited to acts of God, war, natural disasters, strike and lockout (excluding strikes and lockouts that involve primarily the employees of the Developer or its contractors or are attributable to any discriminatory policy or practice of the Developer or its contractors), war, terrorist act, blockade, revolution, riot, insurrection, non-availability / delay in provision of infrastructure, external / internal services/amenities to made available by the Competent Authority, that makes it impossible or delays any obligation of either Party under this Agreement from being performed in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be duly recorded and executed by their duly authorized representatives on the date and year already above mentioned:

##### PARTIES

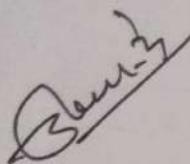
For M/s. Agrasheel Infratech Pvt. Ltd.  
  
Authorised Signatory  
For: M/s Agrasheel Infratech  
Private Limited (Auth. Sign.)

TULSIANI HOMES PVT. LTD.  
  
Authorised Signatory  
For: M/s Tulsihani Homes Private  
Limited (Auth. Sign.)

For Pearl Infraestate Pvt. Ltd.  
  
Authorised Signatory  
For: M/s Pearl Infraestate Private  
(Auth. Sign.)



Witnesses:



## 1. Bhupendra Kumar S/o Dwarika Prasad

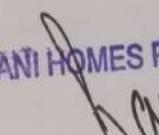
**Address:** 63/374, shyam babu ka hata, near  
shiv mandir, Chitwapur, pazawa, lucknow UP- 226001

**Mobile No-** 9235505040

For M/s. Agrasheel Infratech Pvt. Ltd.

For M/s Agrasheel Infratech. Pvt. Ltd.

TULSIANI HOMES PVT. LTD.

For M/s M/s Tu  Authorised Signatory

## 2. Deepak Yadav S/o Daya Ram Yadav

**Address:** Satrikh Road, Gram.Post-Bhitauli kalan,  
Barabanki, lucknow UP- 225003

**Mobile No-** 7497970277**Date:** 10/03/2024

For Pearl Infraestate Pvt. Ltd.

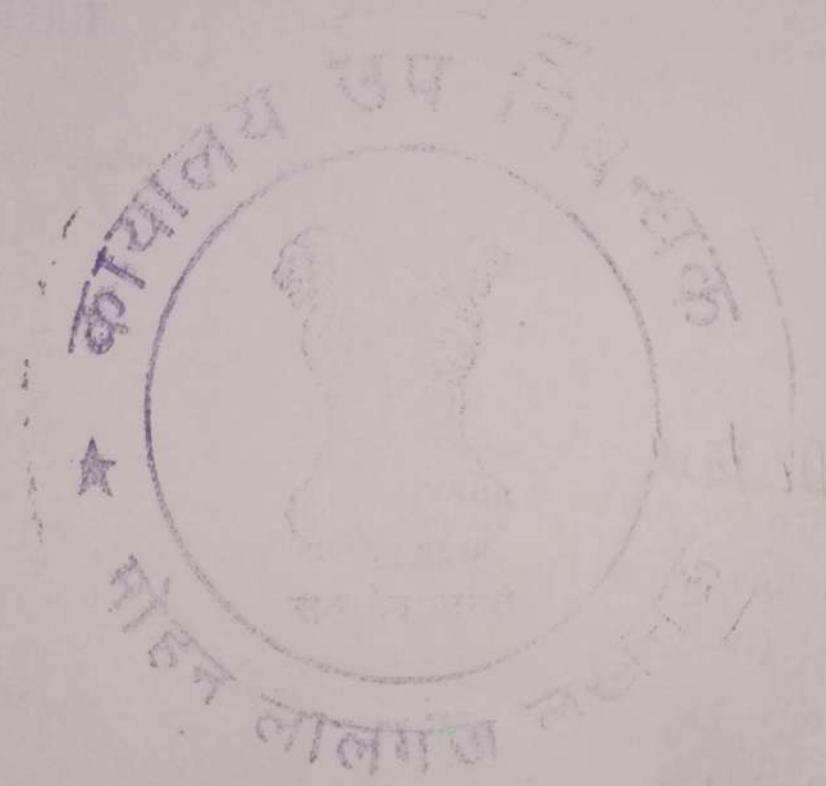
For M/s Pearl Infraestate Pvt. Ltd.

Drafted By:

Rishi Mohan Dwivedi ( Advocate)

Type By:

M. Kumar ( Lucknow)

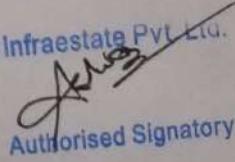


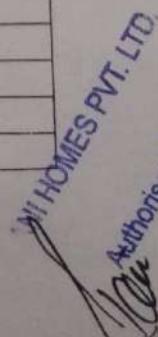
Schedule-1

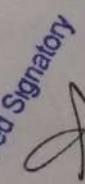
Summary of Land-Contributed by Pearl & THPL, Village-Beli, Tehsil-Mohanlalganj, Lucknow

Khasra No.	Purcahse Land in Heact.	Remarks
220	0.26	
222	0.337	
222	0.253	
222	0.126	
222	0.443	
222	0.443	
222	0.076	
222	0.1686	
223	0.126	
224	0.018	
225m	0.126	
225m	0.233	
225	0.0844	
225	0.253	
225	0.328	
226	0.033	
227	0.418	
237	0.253	
237	0.506	
237	0.253	
237	0.088	
239	0.19	
240	0.0317	
248	0.004	
252	0.452	
258	0.316	
258ka	0.253	
259	0.0052	
260	0.0656	
262	0.063	
263	0.047	
264	0.264	
264	0.089	
268	0.013	
269	0.21	
270	0.126	
270	0.114	
270	0.169	
273	0.051	
295	0.0152	
296	0.094	
300	0.0253	
301	0.034	
302	0.228	
302	0.379	
304	0.134	
Total in Hect.	8.20	
Total in Acres	20.26	

For Pearl Infraestate Pvt Ltd.

  
Authorised Signatory

  
Authorised Signatory

  
Authorised Signatory

आवेदन सं: 202400822024663

विक्रय अनुबंध विवेच (विलहर)

बही सं: 1

रजिस्ट्रेशन सं: 18922

वर्ष: 2024

प्रतिफल: ० स्टाम्प शुल्क: 2526500 बाजारी मूल्य: 36076000 पंजीकरण शुल्क: 360760 प्रतिलिपिकरण शुल्क: 140 योग: 360900

श्री अगश्मीत इनफ्राटेक प्राइवेट लिमिटेड  
संदीप कुमार सिंह अधिकृत पदाधिकारी प्रतिनिधि  
पुत्र श्री राजेन्द्र प्रसाद  
ठ्यवसाय: अन्य  
निवासी: कार्यालय पता की 39 द्वितीय तल गली नं: 02 लकड़ी नगर न्यू दिल्ली

श्री. अगश्मीत इनफ्राटेक प्राइवेट लिमिटेड

संदीप कुमार सिंह अधिकृत पदाधिकारी/  
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 15/06/2024 एवं

03:33:43 PM बजे

निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुनील कुमार तिवारी प्रभारी  
उप निबंधक: मोहनलालगंज

तिवारी  
15/06/2024  
संजय कुमार गोतम  
निबंधक लिपिक  
15/06/2024



# Boundary Demarcation on Sajra Map

Village - Beli, Tehsil - Mohanlalganj, Lucknow



For Mis. Agrasheel Infraestate Pvt. Ltd.  
Authorised Signatory

Q

For Pearl Infraestate Pvt. Ltd.  
Anuza  
Authorised Signatory

TI' ANI HOMES PVT. LTD.

Authorised Signatory



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बही सं: ।

रजिस्ट्रेशन सं: 18922

वर्ष: 2024

निधान लेखपत्र वाद सुनने व समझाने मजमुन व प्राप्त धनराशि र प्रतेखानुसार उक्त

विकेता: ।

श्री अश्वील इन्फ्राटेक प्रा०लि० के द्वारा संदीप कुमार सिंह, पुत्र श्री राजेन्द्र प्रसाद

निवासी: कार्यालय पता डी ३९ द्वितीय तल गली नं० ०२ लकड़ी नगर न्यू दिल्ली

द्यवसाय अन्य

केता: ।



श्री तुलसीयानी होम्स प्रा०लि० के द्वारा रवि तिवारी, पुत्र श्री हरी शंकर तिवारी

निवासी: ३७ एलजिन रोड सिविल लाइन इलाहाबाद

द्यवसाय अन्य

केता: २



श्री पर्ल इनफ्राईंस्टेट प्रा०लि० के द्वारा आशीष श्रीवास्तव, पुत्र श्री दिव्य किशोर

निवासी: प्लाट संख्या ० तृतीय तल उपर्यंड संख्या ०/१/२/३ सिविल स्टेशन सिविल लाइन इलाहाबाद

द्यवसाय अन्य



ने निधान स्वीकार किया। जिनकी पहचान

पहचानकर्ता: ।

श्री भूपेन्द्र कुमार, पुत्र श्री दर्विका

निवासी: ६८-३७४ श्याम बाबू का हाता शिव मंदिर के पास छित्रापुर पजाका लालकुका लखनऊ

द्यवसाय अन्य

पहचानकर्ता: ३



श्री दीपक यादव, पुत्र श्री दयाराम यादव

निवासी: सतरिल रोड याम पोस्ट डिटीली कला बाजार की

द्यवसाय अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सुशील कुमार तिवारी प्रभारी  
उप तिवारी, मीहनलालगंज

लखनऊ

15/06/2024

सज्जन कुमार गौतम  
निवासीक लिपिक लखनऊ  
15/06/2024

ने की। प्रत्यक्षत भद्र मालियो के जिशान अंगूठे नियमानुसार लिए गए हैं।

# M/S AGRASHEEL INFRATECH PRIVATE LIMITED

REGISTERED ADDRESS: D-39, 2<sup>ND</sup> FLOOR GALI NO-2, LAXMI NAGAR NEW DELHI EAST  
Delhi DL 110092 IN, CIN : U70200DL2012PTC233913, GST EMAIL ID :  
[info@agrasheelinfra.com](mailto:info@agrasheelinfra.com)

---

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY  
M/S AGRASHEEL INFRATECH PRIVATE LIMITED IN ITS BOARD MEETING HELD ON TUESDAY, 30TH  
JANUARY, 2024 AT 12:00 NOON AT THE REGISTERED OFFICE OF THE COMPANY D-39, 2<sup>ND</sup> FLOOR GALI NO-  
2, LAXMI NAGAR NEW DELHI EAST, DELHI DL - 110092 IN..

---

Authorization to Mr. Sandeep Kumar Singh (PAN No. EUSPS1266N) S/o Mr. Rajendra Prasad, R/o 447/57,  
Millat Nagar KDA Colony, Naubasta, Gallamandi, Kasigawan, Kanpur Nagar, Uttar Pradesh-208021,  
having Aadhar No. 323841647735 to sign on behalf of the Company documents for signing and  
execution of Collaboration Agreement and Consortium Agreement to be entered between M/s  
Agrasheel Infratech Private Limited, M/s Pearl Infraestate Private Limited and M/s Tulsiani Homes  
Private Limited.

**"RESOLVED THAT** the consent of the Board of Directors be and is hereby given of registration and execution of the Collaboration Agreement and The Consortium Agreement, as per final agreement tabled before the meeting and initialed by the Chairman for purposes of identification, to be entered M/s Agrasheel Infratech Private Limited M/s Pearl Infraestate Private Limited and M/s Tulsiani Homes Private Limited.

**"RESOLVED FURTHER THAT** Mr. Sandeep Kumar Singh (PAN No. EUSPS1266N) S/o Mr. Rajendra Prasad, R/o 447/57, Millat Nagar KDA Colony, Naubasta, Gallamandi, Kasigawan, Kanpur Nagar, Uttar Pradesh-208021, having Aadhar No. 323841647735 be and is hereby authorized to sign the said agreement for registration and execution purpose behalf of the Company."

For and behalf of M/s Agrasheel Infratech Private Limited

Firoj Khan

Director (DIN: 08078518)

(Name and Signature of the Authorized Signatory)

For M/s. Agrasheel Infratech Pvt. Ltd.  
Gauri  
Authorised Signatory  
Gauri

आवेदन सं: 202400822024663

बही संख्या 1 जिल्द संख्या 17010 के पृष्ठ 255 से 314 तक क्रमांक 18922 पर  
दिनांक 15/06/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

0601  
सुनील कुमार तिवारी प्रभारी  
उप निबंधक: मोहनलालगंज  
लखनऊ  
15/06/2024





भारत सरकार  
GOVERNMENT OF INDIA



संदीप कुमार सिंह

Sandeep Kumar Singh

जन्म तिथि / DOB : 10/07/1987

पुरुष / MALE  
Mobile: 9956045022

3238 4164 7735  
VID: 9141 9450 6708 1794



For Ms. Agrashree Infotech Pvt. Ltd.  
Authorised Signatory

आद्यार -आम आदमी का अधिकार



भारतीय विशेष पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

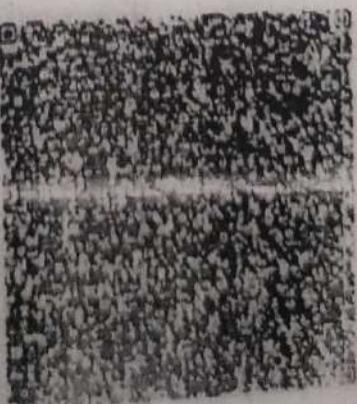


राजेंद्र प्रसाद, 447/57, मिल्लत नगर के डीए कालोनी,  
गलमाना मार्डी, नौबस्ता, कासीगांव, कानपुर नगर,  
उत्तर प्रदेश - 208021

**Address**

C/O Rajendra Prasad, 447/57, Millat Nagar Kda Colony,  
Galamandi, Naubasta, VTC: Kasigawan, PO: Kasigaon, District:  
Kanpur Nagar, State: Uttar Pradesh, PIN Code: 208021.

**3238 4164 7735**  
VID: 9141 9450 6708 1794



For M/s. Agrashee  
Authorised Signatory



1947



help@uidai.gov.in



[www.uidai.gov.in](http://www.uidai.gov.in)



आद्यकर विभाग

भारत सरकार

INCOME TAX DEPARTMENT

SANDEEP KUMAR SINGH

GOVT. OF INDIA

RAJENDRA PRASAD

10/07/1987

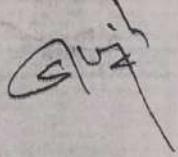
Permanent Account Number

EUSPS1266N



Signature

Authorised Signatory





29032013



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TULSIANI HOMES PRIVATE LIMITED

Regd. Off:37 Elgine Road, Civil Lines, Allahabad-211001

Cin: U70102UP2011PTC045152, E-MAIL ID: tcdl.dir@gmail.com

**EXTRACTS FROM THE MINUTES OF THE MEETING OF THE BOARD OF  
DIRECTORS OF THE COMPANY TULSIANI HOMES HELD ON THURSDAY, 22<sup>nd</sup>  
DECEMBER.2023 AT 10:00 A.M. AT THE REGISTERED OFFICE OF THE  
COMPANY**

Appointing Authorized Signatory for the Amended Collaboration and Consortium Agreement

The following resolution was discussed and passed unanimously in this behalf:

**"RESOLVED THAT** the consent of the Board of Directors of the company be and hereby given for execution of an amended Collaboration, consortium agreement and share allocation agreement to be entered into between the company and six other confirming parties relating to the development of an Integrated Township at Village Beli, Pargana and tehsil Mohanlal Ganj, District Lucknow, Uttar Pradesh."

**"FURTHER RESOLVED THAT** Mr. Ravi Tiwari S/o Mr. Harishankar Tiwari, R/o 3/176 Vishwas Khand, Gomti Nagar, Lucknow-2260010 be and hereby authorized to sign and execute the above-mentioned agreement and related documents on behalf of the company and do all such acts, matters deed and things as may be necessary, expedient or desirable for giving effects to said agreement".

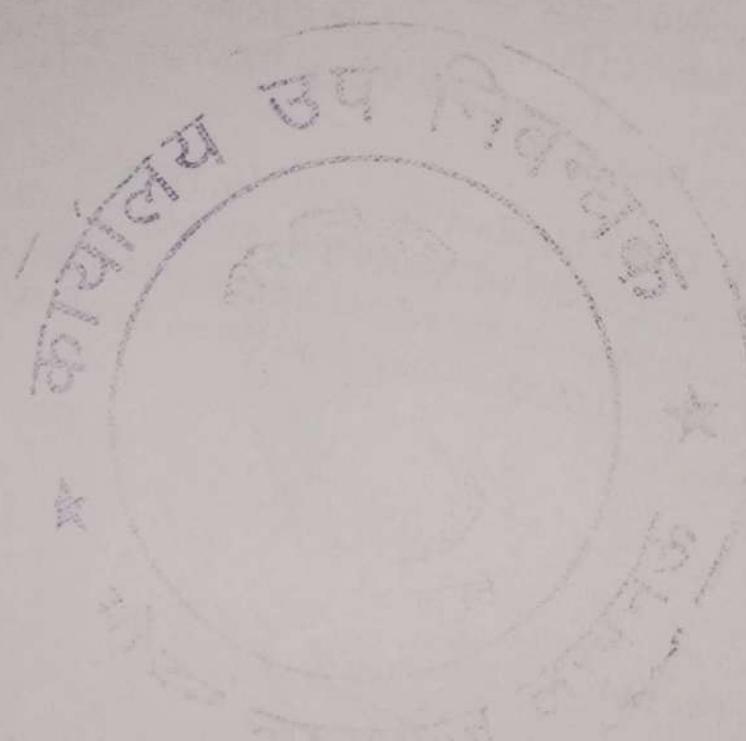
Certified true copy

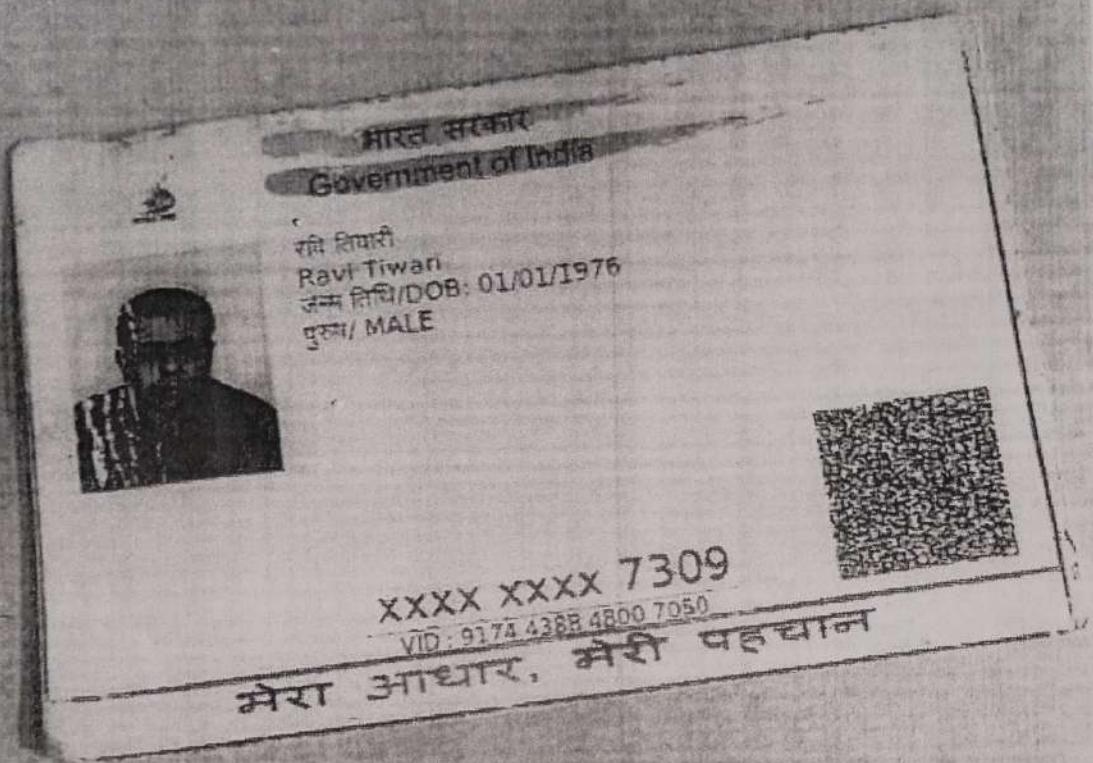
For Tulsiani Homes Pvt Ltd

*Mahesh Tulsiani*  
Mahesh Tulsiani  
(Director)  
DIN: 00063992

TULSIANI HOMES PVT. LTD.

*Authorised Signatory*





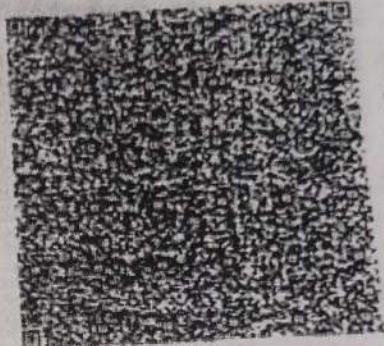
TULSIANI HOMES PVT. LTD.  
Ravi  
Authorised Signatory



संस्थानीय विशिष्ट आवास प्राप्तिकरण  
Unique Identification Authority of India

लोक:  
आप्स्ट: हरि शंकर तिवारी, 3 / 176, विश्वास खंड,  
गोमतीनगर, लखनऊ,  
उत्तर प्रदेश - 226010

**Address:**  
S/O: Hari Shankar Tiwari, 3 / 176, Vishwas  
Khand, Gomtinagar, Lucknow,  
Uttar Pradesh - 226010



XXXX XXXX 7309

VID: 9174 4388 4800 7050

POST & TELEGRAMS DEPT. MTS

www.uidai.gov.in

*[Signature]*  
TULSIANI HOMES PVT. LTD.  
Authorised Signatory



# PEARL INFRAESTATE PRIVATE LIMITED

R/o: Plot No.0, Third Floor Upkhand Sankhya 0/1/2/3, Civil Station,  
Elgin Road, Civil Lines Allahabad UP 211001  
Email Id: pearlsecretariat@gmail.com, CIN: U759102UP2010PTC00441

CERTIFIED TRUE COPY OF THE RESOLUTION OF PEARL INFRAESTATE PRIVATE LIMITED HAVING ITS REGISTERED OFFICE AT PLOT NO. 0, THIRD FLOOR UPKHAND SANKHYA 0/1/2/3, CIVIL STATION, ELGIN ROAD, CIVIL LINES, ALLAHABAD-211001 ON MONDAY, 28<sup>TH</sup> SEPTEMBER, 2023.

Authorization to Mr. Ashish Srivastav to sign on behalf of the Company registration papers / documents for registration and execution of Collaboration Agreement to be entered between M/s Agrasheel Infratech Private Limited, Tulsiani Homes Private Limited and Pearl Infraestate Private Limited.

**“RESOLVED THAT** the consent of the Board of Directors be and is hereby given for registration and execution of the Collaboration Agreement, as per final agreement tabled before the meeting and initialed by the Chairman for purposes of identification, to be entered between M/s Agrasheel Infratech Private Limited, Tulsiani Homes Private Limited and Pearl Infraestate Private Limited.

**“RESOLVED FURTHER THAT** Mr. Ashish Srivastav, s/o Sri Brij Kishore, R/o Ravi Khand Sharda Nagar, Lucknow - 226002 be and is hereby authorized to sign the said agreement for registration and execution purpose on behalf of the Company.”

For and behalf of Pearl Infraestate Private Limited

*A. Yadav*  
Anubha Yadav  
Director (DIN: 02901729)

*J. Srivastav*  
For Pearl Infraestate PVT LTD.  
Authorised Signatory





भारत सरकार  
GOVERNMENT OF INDIA



आशीष कुमार श्रीवास्तव  
Ashish Kumar Srivastava  
जन्म तिथि/ DOB: 05/07/1988  
पुरुष / MALE



2015 2080 0626

मेरा आधार, मेरी पहचान



भारत सरकार  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

S/O सुरेश मोहन श्रीवास्तव, S/O Surash Mohan Srivastava,  
प्लॉट नं-14, शिव नगर  
कालीनी, सराय शेख सत्रिख  
रोड, लखनऊ, लखनऊ,  
उत्तर प्रदेश - 226028

Address:

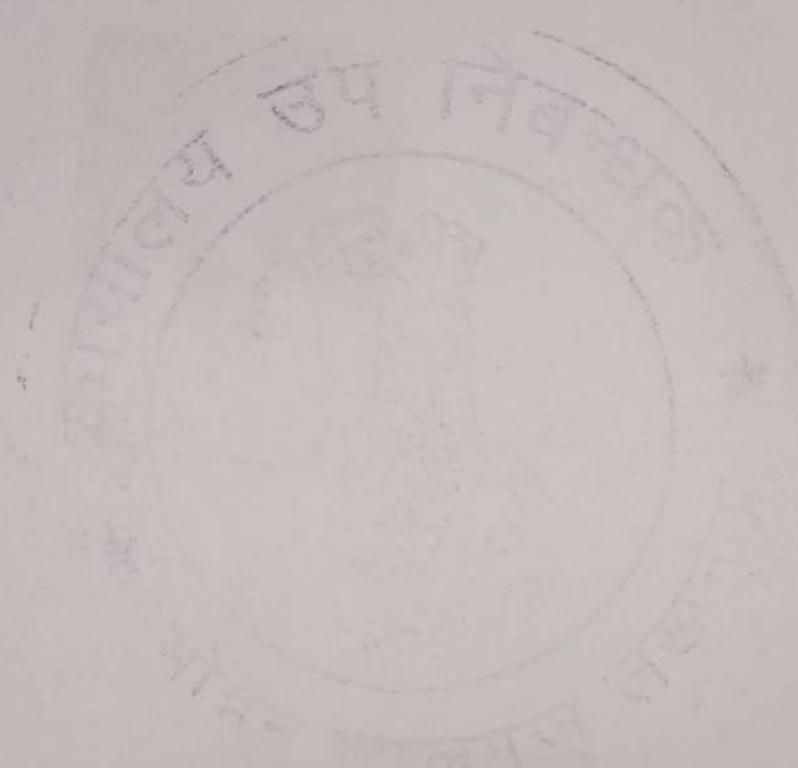
PLOT NO-14, SHIV NAGAR  
COLONY, SARAI SHEKH  
SATRIKH ROAD, Lucknow,  
Lucknow,  
Uttar Pradesh - 226028

*Arun*

For real identification only  
*Arun*  
Authorised Signatory



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आयकर विभाग

INCOME TAX DEPARTMENT

ASHISH KUMAR SRIVASTAVA

SURESH MOHAN SRIVASTAVA

05/07/1988

Permanent Account Number

GATPS0078H

Signature

भारत सरकार  
GOVT. OF INDIA

07042015

For Pearl Infraestate Pvt. Ltd.

  
Ashish Kumar Srivastava  
Signature

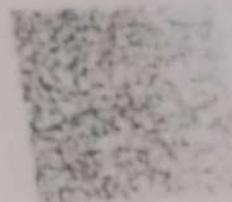




मोदी सरकार  
Government of India



भूपेंद्र कुमार  
Bhupendra Kumar  
जन्म तिथि/DOB: 24/06/1979  
पुरुष/ MALE

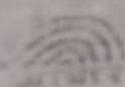


9190 4615 9868

VID: 9105547939194078

मेरा आवार, मेरो पहचान

*Bhupendra Kumar*



Unique Identification Authority of India

पता:  
S/O: द्वारिका प्रसाद, 68/374, श्याम शिव का हाट,  
बीबू मंदिर के पास, चित्तपुर पांडा, लखनऊ,  
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उत्तर प्रदेश - 226001



Address:  
S/O: Dwarika Prasad, 68/374, Shyam  
Babu Ka Hata, Near Shiv Mandir,  
Chittapuri Pawa, Lekuan, Lucknow,  
Lucknow,  
Uttar Pradesh - 226001

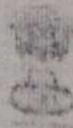
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दीपक यादव

Deepak Yadav

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मेरा आधार, मेरी पहचान



भारतीय विशिष्ट व्यक्ति परिचय

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पता:

S/O दयाराम यादव, गर्वायन रोड,  
गाम, शेष मियांवी रना, मियांवी  
कला, बाराबंकी,

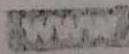
उत्तर प्रदेश - 225003

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