



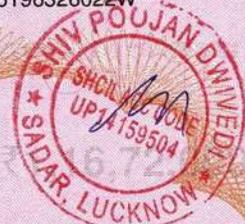
Government of Uttar Pradesh



सत्यमेव जयते

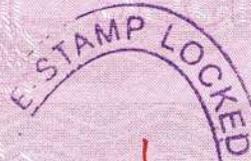
e-Stamp

13101/2024

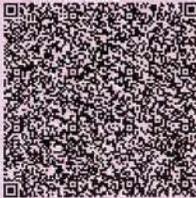


Certificate No. : IN-UP10865196326022W
 Certificate Issued Date : 19-Dec-2024 05:04 PM
 Account Reference : NEWIMPACC (SV)/ up14159504/ LUCKNOW SADAR/ UP-LKN
 Unique Doc. Reference : SUBIN-UPUP1415950417427822899774W
 Purchased by : NARENA INFRA PRIVATE LIMITED
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : GROUP HOUSING PLOT NO.1/9,SECTOR-1,VARDAN KHAND GOMTINAGAR EXTENSION,LUCKNOW,
 Consideration Price (Rs.) :
 First Party : THINK BUILDWELL PRIVATE LIMITED
 Second Party : NARENA INFRA PRIVATE LIMITED
 Stamp Duty Paid By : NARENA INFRA PRIVATE LIMITED
 Stamp Duty Amount(Rs.) : 1,16,72,000
 (One Crore Sixteen Lakh Seventy Two Thousand only)

सत्यमेव जयते

SUB REGISTRAR II
LUCKNOW

Please write or type below this line



THINK BUILDWELL PRIVATE LIMITED

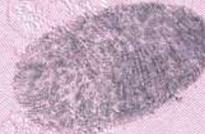
Yash Wadhvani

Authorised Signatory



For NARENA INFRA PVT. LTD.

DIRECTOR



QE 0025204031

Statutory Alert:

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



ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAJCT0662P

नाम / Name	THINK BUILDWELL PRIVATE LIMITED	
निगमन/गठन की तारीख Date of Incorporation / Formation	14/12/2021	
		Signature Not Verified Digitally signed by Income Tax Deptt. Date: 2021.12.14 07:32:23 GMT+05:30

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक करदाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आयकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card. संलग्न पैन कार्ड में एनहान्स क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

<p>आयकर विभाग INCOME TAX DEPARTMENT</p> <p>स्थायी लेखा संख्या कार्ड Permanent Account Number Card AAJCT0662P</p> <p>नाम / Name THINK BUILDWELL PRIVATE LIMITED</p> <p>निगमन/गठन की तारीख Date of Incorporation/Formation 14/12/2021</p>		<p>इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटारें: आयकर पैन सेवा इकाई, एन एस डी यूएल 5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8, मॉडल कॉलोनी, दीप बंगला चौक के पास, पुणे - 411 016.</p> <p>If this card is lost / someone's lost card is found, please inform / return to :</p> <p>Income Tax PAN Services Unit, NSDL 5th Floor, Mantri Sterling, Plot No. 341, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune - 411 016.</p> <p>Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: tininfo@nsdl.co.in</p>
---	---	--

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, [click here](#)

Yash Wadhvani

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर द्वितीय लखनऊ क्रम 2024228053974

आवेदन संख्या : 202400821095545

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक

2024-12-20 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम मोहित मौर्य

लेख का प्रकार

विक्रय अनुबंध विलेख

प्रतिफल की धनराशि

0

/ 166737000.00

1. रजिस्ट्रीकरण शुल्क

1667370

2. प्रतिलिपिकरण शुल्क

180

3. निरीक्षण या तलाश शुल्क

4. मुद्दतार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग

1667550

शुल्क वसूल करने का दिनांक

2024-12-20 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा

2024-12-20 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

THINK BUILDWELL PRIVATE LIMITED

Regd.office: E- 42,43,Neel Vihar Colony,Ram Nagar Colony,Faizabad - 224001(U.P.)

Email.: thinkbuildwell2021@gmail.com CIN: U70109UP2021PTC156890

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THINK BUILDWELL PRIVATE LIMITED HELD ON 11th DECEMBER 2024 AT 4:00 PM AT THE REGISTERED OFFICE OF THE COMPANY AT 4th FLOOR, SHALIMAAR ELLDEE PLAZA, OPP. HAL FAIZABAD ROAD, LUCKNOW 226016, UTTAR PRADESH, INDIA

"RESOLVED THAT" consent of the Board of the Directors of the Company be and is hereby accorded to authorize **MR. YASH WADHWANI (PAN:- AGUPW1692G)** to enter into Builders Buyers Agreement with **M/S NARENA INFRA PRIVATE LIMITED (CIN:- U45201UP2021PTC145717)** for the Group Housing project situated at **Plot No. G.H. – 1/9 Sector-1, Vardan Khand, Gomti Nagar Extension, Lucknow – 226010, UP, India.**

"RESOLVED FURTHER THAT for that purpose of giving effect to this resolution, **MR. YASH WADHWANI (PAN:- AGUPW1692G)** being authorized signatory of the company be and is hereby authorized, on behalf of the company, to do all acts, deeds, matters and things as deem necessary, proper or desirable and to sign and execute all necessary documents, applications and return for the purpose of giving effect to this resolution."

Signature of Mr. Yash Wadhwani is attested below:

Yash Wadhwani

(Signature of Mr. Yash Wadhwani)

Certified True Copy

For and on behalf of

THINK BUILDWELL PRIVATE LIMITED

THINK BUILDWELL PRIVATE LIMITED

Naresh Ladhani

Director

NARESH LADHANI

Director

DIN: 01448646



भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 2728/29251/02954

To
यश वाधवानी
Yash Wadhvani
S/O Vijay Wadhvani,
W-166,
AYODHYA ROAD,
nikat jalkal vibhag,
faizabad,
VTC: Faizabad,
PO: Faizabad,
District: Faizabad,
State: Uttar Pradesh,
PIN Code: 224001,
Mobile: 7704044177



Signature Not Verified
Digitally signed by Unique Identification Authority of India
DN: cn=2024.06.27 21:51:03
GMT+05:30

आपका आधार क्रमांक / Your Aadhaar No. :

9870 1278 2050

VID : 9140 7993 4830 8612

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Aadhaar no. issued: 1412/2011



यश वाधवानी
Yash Wadhvani
जन्म तिथि/DOB: 25/11/1996
पुरुष/ MALE

आधार पहचान का प्रमाण है, नागरिकता या जन्मतिथि का नहीं।
इसका उपयोग सत्यापन (ऑनलाइन प्रमाणीकरण, या क्यूआर कोड/
ऑफलाइन एक्सएफएल की स्कैनिंग) के साथ किया जाना चाहिए।
Aadhaar is proof of identity, not of citizenship
or date of birth. It should be used with verification (online
authentication, or scanning of QR code / offline XML).

9870 1278 2050

मेरा आधार, मेरी पहचान



Government of India



सूचना / INFORMATION

- आधार पहचान का प्रमाण है, नागरिकता या जन्मतिथि का नहीं। जन्मतिथि आधार नंबर धारक द्वारा प्रस्तुत सूचना और विनियमों में विनिर्दिष्ट जन्मतिथि के प्रमाण के दस्तावेज पर आधारित है।
- इस आधार पत्र को यूआईडीएआई द्वारा नियुक्त प्रमाणीकरण एजेंसी के जरिए ऑनलाइन प्रमाणीकरण के द्वारा सत्यापित किया जाना चाहिए या ऐप स्टोर में उपलब्ध एमआधार या आधार क्यूआर कोड स्कैनर ऐप से क्यूआर कोड को स्कैन करके या www.uidai.gov.in पर उपलब्ध सुरक्षित क्यूआर कोड रीडर का उपयोग करके सत्यापित किया जाना चाहिए।
- आधार विशिष्ट और सुरक्षित है।
- पहचान और पते के समर्थन में दस्तावेजों को आधार के लिए नामांकन की तारीख से प्रत्येक 10 वर्ष में कम से कम एक बार आधार में अपडेट कराना चाहिए।
- आधार विभिन्न सरकारी और गैर-सरकारी फायदों/सेवाओं का लाभ लेने में सहायता करता है।
- आधार में अपना मोबाइल नंबर और ईमेल आईडी अपडेट रखें।
- आधार सेवाओं का लाभ लेने के लिए एमआधार ऐप डाउनलोड करें।
- आधार/बायोमेट्रिक्स का उपयोग न करने के समय सुरक्षा सुनिश्चित करने के लिए आधार/बायोमेट्रिक्स लॉक/अनलॉक सुविधा का उपयोग करें।
- आधार की मांग करने वाले सहमति लेने के लिए बाध्य हैं।
- Aadhaar is proof of identity, not of citizenship or date of birth (DOB). DOB is based on information supported by proof of DOB document specified in regulations, submitted by Aadhaar number holder.
- This Aadhaar letter should be verified through either online authentication by UIDAI-appointed authentication agency or QR code scanning using mAadhaar or Aadhaar QR Scanner app available in app stores or using secure QR code reader app available on www.uidai.gov.in.
- Aadhaar is unique and secure.
- Documents to support identity and address should be updated in Aadhaar after every 10 years from date of enrolment for Aadhaar.
- Aadhaar helps you avail of various Government and Non-Government benefits/services.
- Keep your mobile number and email id updated in Aadhaar.
- Download mAadhaar app to avail of Aadhaar services.
- Use the feature of Lock/Unlock Aadhaar/biometrics to ensure security when not using Aadhaar/biometrics.
- Entities seeking Aadhaar are obligated to seek consent.



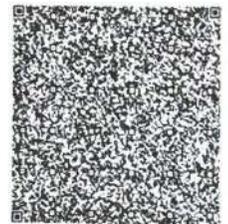
भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



Details as on: 22/05/2024

पता:
S/O विजय वाधवानी, इन्ट-१६६, अयोध्या रोड, निकट
जलकल विभाग, फैजाबाद, फैजाबाद, फैजाबाद,
उत्तर प्रदेश - 224001

Address:
S/O Vijay Wadhvani, W-166, AYODHYA
ROAD, nikat jalkal vibhag, faizabad,
Faizabad, PO: Faizabad, DIST: Faizabad,
Uttar Pradesh - 224001



9870 1278 2050

VID : 9140 7993 4830 8612



1947



help@uidai.gov.in



www.uidai.gov.in

Yash Wadhvani

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAHCN5744Q



नाम / Name
NARENA INFRA PRIVATE LIMITED

निगमन/गठन की तारीख
Date of Incorporation/Formation
29/04/2021

Ahrit

M/S NARENA INFRA PRIVATE LIMITED

U45201UP2021PTC145717

C-4/65, SECTORS- 4, GOMTI NAGAR EXTENSION, LUCKNOW- 226010

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF M/S NARENA INFRA PRIVATE LIMITED HELD ON 17-12-2024 AT 01:00 P.M AT REGISTERED OFFICE OF COMPANY AT LUCKNOW

AUTHORIZATION OF MR. MOHIT MAURYA (DIN-03536963) FOR EXECUTION OF AGREEMENT:

“RESOLVED THAT Consent of the Board of Directors of the Company be and is hereby accorded to authorized Mr. **MOHIT MAURYA (DIN-03536963)** to enter into Builder Agreement with **M/s Think Buildwell Private Limited (CIN-U70109UP2021PTC156890)** for the Group Housing Project at Plot No- 1/09, Vardan Khand, Gomti Nagar Ext, Lucknow-226010, UP Ind”

“RESOLVED FURTHER THAT for the purpose of giving effect to this resolution **MR. NARENDRA KUMAR MAURYA (DIN-01516848)**, Director of the Company be and is hereby authorized, on behalf of the company, to do all acts, deeds, matters and things as deem necessary, proper or desirable and to sign and execute all necessary documents, applications and return for the purpose of giving effect to this resolution along with filing of necessary E-form(S) with concerned Registrar of Companies”.

Certified True Copy

For NARENA INFRA PRIVATE LIMITED

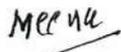
For NARENA INFRA PVT. LTD.



DIRECTOR

MS. NARENDRA KUMAR MAURYA
DIN -01516848

For NARENA INFRA PVT. LTD.



DIRECTOR

MR. MEENA MAURUA
DIN-01516861

For NARENA INFRA PVT. LTD.



DIRECTOR

MS. MOHIT MAURYA
DIN-03536963

NARENA INFRA PRIVATE LIMITED

Office: C-4/65, Sector-4 Gomti Nagar Ext., Lucknow Contact: +91 9696 322 322 | +91 995 629 3484 | +91 995 629 3485

Site Address: 1/27 Sector-1, Gomti Nagar Extension, Lucknow. E-mail: rohitgroup123@gmail.com Website: www.rohitgroup.org Follow us on:  



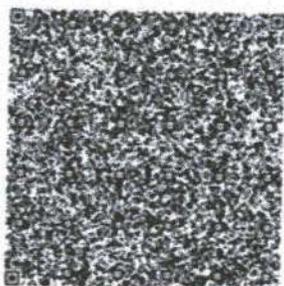
भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 0649/75331/03938

To
मोहित मौर्य
Mohit Maurya
S/O: Narendra Kumar Maurya
3/395
VIRAM KHAND
Gomtinagar
Lucknow Uttar Pradesh - 226010
9721111115

Signature Not Verified
Digitally signed by
UNIQUE IDENTIFICATION
AUTHORITY OF INDIA SA
Date: 2014.03.18 09:41:25
UTC



आपका आधार क्रमांक / Your Aadhaar No. :

6620 3027 4026

VID : 9183 8673 8675 0209

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



मोहित मौर्य
Mohit Maurya
जन्म तिथि/DOB: 17/03/1991
पुरुष/ MALE

6620 3027 4026

VID : 9183 8673 8675 0209

मेरा आधार, मेरी पहचान



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

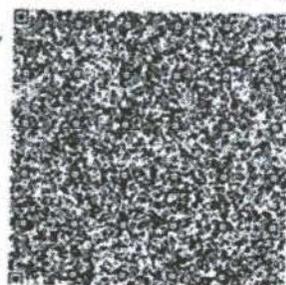
- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पता:
S/O: नरेन्द्र कुमार मौर्य, 3/395, विराम खन्ड, गोमतीनगर,
लखनऊ,
उत्तर प्रदेश - 226010
Address:
S/O: Narendra Kumar Maurya, 3/395, VIRAM
KHAND, Gomtinagar, Lucknow,
Uttar Pradesh - 226010



6620 3027 4026

VID : 9183 8673 8675 0209



1947



help@uidai.gov.in



www.uidai.gov.in

Mohit



भारत सरकार
Government of India



Download Date: 20/04/2020



अंकित शुक्ला
Ankit Shukla
जन्म तिथि/DOB: 07/02/1992
पुरुष/ MALE

Issue Date: 21/05/2015

3722 0371 1137

VID : 9148 0249 8783 9742

मेरा आधार, मेरी पहचान

Ankit



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पता:

आत्मज: संतोष कुमार शुक्ला, 227 / 7, अस्तबल,
यहियगंज, लखनऊ, लखनऊ,
उत्तर प्रदेश - 226003

Address:

S/O: Santosh Kumar Shukla, 227 / 7,
Astabal, Yahiyaganj, Lucknow, Lucknow,
Uttar Pradesh - 226003



3722 0371 1137

VID : 9148 0249 8783 9742



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help@uidai.gov.in



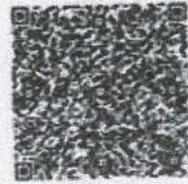
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भारत सरकार
GOVERNMENT OF INDIA



हिमांशु गौतम
Himanshu Gautam
जन्म तिथि/ DOB: 22/06/1998
पुरुष / MALE



4 169 8296 9568

मेरा आधार, मेरी पहचान

Himanshu



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

S/O श्यामलाल, अलीनगर,
पोस्ट-ससपन, ससपन,
लखनऊ,
उत्तर प्रदेश उत्तर प्रदेश -
227116

Address:

S/O Shyam Lal, Alinagar, Post-
saspan, Saspan, Lucknow,
Uttar Pradesh - 227116

4 169 8296 9568

MEERA AADHAAR, MERI PEHACHAN

PHOTOGRAPH

Group Housing Plot No. 1/9, Sector-1, Vardan Khand, Gomtinagar Extension,
Lucknow, U.P. admeasuring 5252.80 Sq. Mts.



THINK BUILDWELL PRIVATE LIMITED

Yash Wadhvani

Authorised Signatory

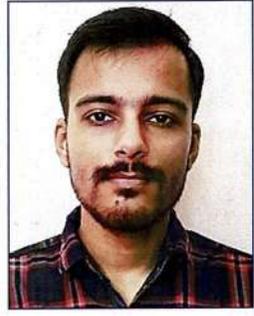
First Party

For NARENA INFRA PVT. LTD.

Adhit

DIRECTOR

Second Party



BUILDER AGREEMENT

THIS BUILDER AGREEMENT (the "Agreement")

1. Office - Sub Registrar	:	II - Lucknow
2. Date of Execution	:	20.12.2024
3. Nature of Deed	:	Builders agreement
4. Ward	:	Rafi Ahmad Kidwai Nagar
5. Mohalla	:	Sector-1 Gomti Nagar Extension Scheme, Lucknow
6. Details of Property	:	Plot No. Group Housing -1/9
7. Unit of measurement	:	Square Meter
8. Area	:	5252.80 sq. mts.
9. Covered / Constructed area	:	Nil
10. Location of Road	:	24 mts. wide road and is situated at the corner and not park facing .
11. Market Value	:	Rs. 16,67,36,928.00
12. Stamp Duty	:	Rs. 1,16,72,000.00
13. Number of First party	:	01
14. Number of second party	:	01

This Builder Agreement ("the Agreement") is made and executed at Lucknow, U.P. on this 20th day of December, 2024;

THINK BUILDWELL PRIVATE LIMITED

Yash Wadhvani

Authorised Signatory

For NARENA INFRA PVT. LTD.

Akshit

DIRECTOR

BETWEEN

M/S THINK BUILDWELL PRIVATE LIMITED, (CIN-U70109UP2021PTC156890), A Company duly registered under the provisions of the Indian Companies Act, 2013, having its registered office at 4th Floor, Shalimar Elidee Plaza, Opposite HAL, Faizabad Road, Lucknow - 226016 Uttar Pradesh INDIA (PAN- AAJCT0662P) through its authorized signatory Mr. Yash Wadhvani son of Vijay Wadhvani (Mob-7704044177; Occupation-Pvt. Job) duly authorized vide resolution passed by the Board of Directors in their meeting held on 11/12/2024 (Hereinafter referred to as the "Owner" / which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) of the FIRST PARTY;

7704044177, Private Service

AND

M/s. NARENA INFRA PRIVATE LIMITED (CIN U45201UP2021PTC145717) - A Company duly registered under the provisions of the Companies Act - 1956/2013 and having its Office address plot number.C-4/65, Sector-4, Gomtinagar extension Lucknow UP- 226010, INDIA. PAN - AAHCN5744Q through its authorised signatory and Director Mohit Maurya son of Narendra Kumar Maurya and resident of 3/395 Viram Khand, Gomtinagar, Lucknow, UP- 226010 INDIA duly authorised vide resolution passed by the Board of Directors in their meeting held on 17/12/2024 (hereinafter called "the Builder/Developer/Second Party", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, executors, administrators and assigns for the time being of the said company, of the SECOND PARTY.

9721111115, Business

The 'Owner' and the 'Builder/Developer' are hereinafter jointly called and collectively referred to as "Parties" and individually as "Party".

WHEREAS

The Owner is absolutely owned and possessed and sufficiently entitled to Group Housing Plot as Plot No. G.H. - 1/9 admeasuring 5252.80 sq. mts. situated at Sector 1, Gomti Nagar Extension, Ward - Rafi Ahmad Kidwai Nagar, Lucknow which the Landowner had purchased from its erst while

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Yash Wadhvani

Authorised Signatory

For NARENA INFRA PVT. LTD.

Mohit

DIRECTOR

owner Smt. Smriti Garg nee Smriti Gupta vide a duly registered sale deed which is duly registered with the concerned Sub-Registrar Second Lucknow and is recorded in the office of the same in Book No. I, Vol. No. 27314 at pages 305 to 332 at serial no. 722 on 23.01.2024.

WHEREAS

The total area of 5252.80 sq. mts. is the subject matter of this Agreement which is more particularly described in the Schedule II hereunder written and delineated on the plan hereto annexed (which property shall hereinafter for brevity's sake be referred to as 'the said property'). The plot/said property under consideration has a green belt on one of its side which has been provided by the Lucknow Development Authority, Lucknow, and has not been developed as a park.

WHEREAS

The Owner has represented and warranted that the said property is free from all sorts of encumbrances, charges, litigation, disputes, liens, claims, lease, and the same is not subject matter of any security against loans taken by the Owner and the Said property is fully marketable with clear unencumbered and subsisting right, title and interest in favour of the Owner and except for the Owner, no other person has any right title, or interest in the Said property in any manner whatsoever and there are no restrictive covenants operating upon the Owner or the said property in entering into this Agreement and based on the said assurances, the Developer/Builder has entered into this Agreement.

WHEREAS

The said property has not been acquired nor any notice for requisition has been issued in respect of the said property by Municipality/any State/Central Government/Semi Government/Local Body or Authority/UPSIDC etc.

WHEREAS

The Owner is desirous of getting a Group Housing Residential Complex constructed over the said property which may yield better and regular income for them but because of the fact that the Owner does not possess the requisite know how and experiences and also that the Owner is incapable of arranging for the funds for the construction of the said Project and in the

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Yash Wadhvani

Authorised Signatory

For NARENA INFRA PVT. LTD.

Hobit

DIRECTOR

present global scenario and in order to contribute in the planned development the Owner has requested and proposed to the Developer to jointly develop the property and construct the said Project over the said property equipped with modern amenities .

WHEREAS

The Developer has represented itself as an expert, reputed and fully competent developer and because of having appropriate knowledge and experience in the construction of multi storied apartments and group housing etc. have accepted the proposal of the Owner for construction of the said Project at its own cost and to sell the same to prospective buyers.

WHEREAS

The Owner not having the willingness or the requisite expertise for carrying out such development on its own has offered and proposed to grant the development rights to the Developer/ Builder for construction and development of the project and the Developer/Builder has accepted the proposal offered by the Owner to undertake the construction and development of the project at its cost on the Said Property.

WHEREAS

The subject matter of the present Agreement is the "Said Property" only. The Developer/Builder shall be entitled to undertake the construction of the units/flats in the said Group Housing Residential Complex to be known as either "THE ELITE /ELITE BY ROHIT GROUP" (Hereinafter referred to as the "Said Complex/Project") to be constructed on the Said Property as per the approved plans and subject to the terms and conditions contained in this Agreement.

WHEREAS:

The Owner has accepted the proposal of the Builder who has offered to undertake all the risks and responsibilities towards construction and development of the Project and in lieu of Builder's cost and risk.

WHEREAS

The Parties hereto have agreed to enter into this Agreement solely in relation to the development and construction of the complex/project broadly on the recitals on the terms below mentioned.

THINK BUILDWELL PRIVATE LIMITED

Yash Wadhvani

Authorised Signatory

For NARENA INFRA PVT. LTD.

Ashit

DIRECTOR

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Unless repugnant to the context or subject hereof the following expressions used herein shall carry the meaning here under respectively assigned to them namely

- A. Plot - For the purposes of this agreement shall mean all that piece and parcel of land as Group Housing Plot No. Group Housing -1/9, Sector-1 Gomti Nagar Extension Scheme, Lucknow total admeasuring 5252.80 sq. mts. more specifically described hereunder over which the said Project shall be developed together with hereditaments, easements, appurtenances.
- B. Said Property - Shall mean the total area of 5252.80 sq. mts. of the Group Housing Plot No. Group Housing -1/9, Sector-1 Gomti Nagar Extension Scheme, Lucknow.
- C. Building - Shall mean the Group Housing Residential Complex to be built by the Developer / Second Party over the Said Property in accordance with the sanctioned building plans with necessary and permissible deviations, additions, alterations duly sanctioned by the Lucknow Development Authority, Lucknow or any other appropriate competent authority.
- D. Common Facilities - Shall mean and include corridors, stairways, passage ways, lifts, shafts, generators, parking and other amenities as defined in the Real Estate Regulation Act and any other Act / law etc. and other facilities required for the establishment, enjoyment, maintenance of the Group Housing Residential Complex.
- E. Building Plans - Shall mean the plans approved by the by the Lucknow Development Authority, Lucknow or any other appropriate competent authority.
- F. Date of Completion - Shall mean the date on which the Developer has obtained all the statutory completion certificates from the competent authorities including the Lucknow Development Authority, Lucknow

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- G. Applicable Laws - shall mean any statute, legislation, treaty, code, law, regulation, ordinance, rule, notification, judgment, order, decree, bye-law, approval, order or judgment of any competent authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India, of any of the foregoing, by any competent authority/ Government Authority having jurisdiction over the matter in question.
- H. Approval(s) - means any and all approvals, authorizations, permits, licenses, registrations permissions, consents, clearances, no objection certificates, entitlements, licenses, rulings, exemptions, declarations or regulations etc., required to be obtained including from the Authority/ies (*defined hereunder*) for the Project including designing, developing, constructing and completing the Project and any clearances and conversions that may be necessary for such sanction but including the approval/permission from the Union Ministry of Environment and Forest ("MOEF") and/or the Pollution Control Board ("PCB") clearances for the commencement of the development and construction on the Said Property including without limitation environmental clearances, temporary and permanent power connections and all other approvals and/or permissions from any other statutory or governmental or semi-governmental Authority whether state or central, required for the purposes of commencing construction and Development activity;
- I. Authority/ies - means any concerned authority that may/shall grant Approvals in connection with the Project Land and/or the Project and/or any transaction contemplated herein as also any government, including but not limited to Central Government or Government of Uttar Pradesh, or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority including but not limited to Lucknow Development Authority, Panchayat, other Local or Public Bodies and Planning Authorities, State PCB, Central PCB, MOEF, Union Ministry of Urban Development, State Fire and Emergency Services Department and any other bodies, relevant statutory, State and Central Government Authorities, agencies, departments, boards, commissions or any political subdivisions thereof, and any court or tribunal of competent jurisdiction and any governmental agency or authority; having

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Adhik

DIRECTOR

jurisdiction over the Project, or any of the transactions contemplated hereby;

- J. Brand Name - means the brand name as may be decided mutually by both the Parties (word/logo/trade mark/label mark as the case maybe);
- K. Completion of Project - shall mean completion of all the activities mentioned herein:
- (a) the completion of the construction and development of the Project as per the construction plan, architectural design and relevant permission / approvals and as evidenced by the occupation certificate issued by the concerned Governmental Authority with respect to the Project;
 - (b) the Saleable Area in the Project has been transferred / sold to the purchasers of the flats/units and all consideration for transfer / sale / lease of such flats/units has been received in full;
 - (c) all documents, deeds and writings for such sale, transfer and conveyance of the entire flats/units have been executed in favour of the purchasers;
 - (d) the common organization of purchasers has been formed for all developments within the Project wherever it is required in accordance with Applicable Laws;
 - (e) after the finalization and settlement of accounts between the Parties, as mutually agreed between the Parties and all accounts are closed and settled with all third parties;
 - (f) settlement of all disputes and legal proceedings (whether regulatory, tax or otherwise);
 - (g) the defect liability period as provided under the RERA Act 2016 and Rules is over; and
 - (h) execution of Agreement with the common organization of the Purchasers;
 - (i) Project has been completed as evidenced by the certificated obtained from any independent architect.
- L. Designs and Drawings - shall mean all of the plans, manuals, drawings, designs, calculations, samples, models and documents pertaining to the Project or in connection with the execution of the Project approved by the Builder and the Owner;

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For NARENA INFRA PVT. LTD.

Habit

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- M. Encumbrance - means any kind of security interest of whatsoever nature including (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, or other encumbrance of any kind securing or conferring any priority of payment in respect of any obligation of any person, including without limitation any right granted by a transaction which, in legal terms is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Laws; (ii) any proxy, power of attorney, voting trust agreement, option, right of first offer or refusal or transfer restriction in favour of any person; and (iii) any adverse claim as to title, possession or use;
- N. Marketing - shall mean all forms of advertising and promotion of and any other form of dissemination of information about the Project and the Premises to be constructed on the said Property to the public for the sale/transfer/disposal of the flats/units, through any medium, mode or format, including whether through print media, television, online, digital, electronic, audio, visual, signboards, billboards, letterheads, fee receipts, deposit receipts, promotional material and brochures or through channel partners, brokers, participation in the exhibitions, roadshows, etc., or otherwise;
- O. RERA - shall mean Real Estate (Regulation and Development) Act, 2016 and any amendments made thereto;
- P. Taxes - shall mean all forms of taxation, duties, levies, imposts, including, VAT, goods & service tax, and other transaction taxes, municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties in any relevant jurisdiction, together with any related interest, penalties, surcharges or fines, due, payable, levied, imposed upon or claimed to be owed in any relevant jurisdiction in relation to the Said Property and the Project.
- Q. Receivables - shall mean all cash flows/proceeds/revenue received from the purchasers / prospective purchasers/transferees / third parties towards the sale or any other arrangement in relation to the flats/units and shall include the basic sale price and the other revenue collected for club membership fees, preferential location charges, floor rise, legal fees, administrative charges on transfers, late payment charges, interest earned on any treasury investments, forfeited earnest money, advertisement fee, transfer fee, future FAR/FSI benefits, if any as per the terms of this Agreement and

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any other amounts to be received from the prospective purchasers / transferees / third parties of whatsoever nature. It is clarified that any tax deducted at source by the Purchasers, shall be considered as Receivables, however it is clarified that the GST shall be directly collected by the Developer and the Developer shall deposit the same with the concerned authority/ department.

- R. Pass Through Amounts- shall mean all statutory charges, fees, expenses, payments/ contributions to be received from the purchasers of flats/units towards electricity, power back up, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, society / association formation charges, legal fees/expenses and charges, stamp duty, registration charges, VAT, goods & service tax and all such other similar statutory charges, fees and costs and reimbursement of specific fee/expense that are not considered as revenue by the Owner, which would be collected / recovered from the purchasers of flats/units as contribution from the purchasers of flats/units for onward transfer/deposit/security to the concerned Government Authority or society / association (if any) of the purchasers of flats/units or to the maintenance agency of the Project, as the case may be;

1.0 SCOPE OF AGREEMENT

Subject to, and in accordance with, the terms and conditions of this Agreement, and in reliance upon the mutual covenants, warranties and representations of each other as set forth in this Agreement, the Owner hereby grants the definitive project-based development and construction rights to the Developer/Builder to construct, develop and execute the Project over the said property belonging to the Owner.

- 1.1 That by virtue of this Agreement the title and ownership rights of the Owner are not being transferred, which shall, during the timelines of this Agreement shall always remain with the Owner.
- 1.2 That it has been mutually agreed in between the Parties that the sale proceeds of each unit/flat sold shall be shared in the ratio/proportion of 40% and 60% in between the Owner and the Developer/Builder respectively.
- 1.3 Maximum Permissible FAR approved by the competent authority will be fully utilized, however in case, competent authority gives

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variable options of achieving even higher FAR then the Developer/Builder shall have the right to invest in achieving the higher FAR at its own cost and same will be implemented by the Developer/Builder at its sole cost.

- 1.4 Consequently, in case additional FAR is available and needed to be purchased for better financial returns of the project then cost of purchasing this additional FAR shall be borne solely by the Developer/Builder and the Developer/Builder shall carry out the additional development and construction work at his cost and risk. The sale proceeds of this additional Built-up area shall be similarly apportioned in the ratio of 40%-60% in between the Owner and the Developer/Builder respectively.
- 1.5 That, if necessary, a PMC (Property Management Company) of international repute may be appointed mutually by the Owner and the Builder for coordinating, supervising and monitoring day to day progress of the project and the cost of the PMC shall be borne solely by the Developer/Builder.
- 1.6 That the Parties have entered into this Agreement on a principal-to-principal basis only. The relationship between the Parties under this Agreement shall neither be deemed or construed as consisting a partnership or as a joint venture nor in any manner constitute an Association of Persons nor as an agency between the Parties except for the purposes specifically provided under this Agreement.
- 1.7 The Developer/Builder shall have the exclusive right of marketing the said Project. It shall get the brochures printed and advertise the project in the media and by other means at its costs.
- 1.8 That the Developer/Builder shall be entitled to advertise about the said Project at its costs by distributing pamphlets, brochures, publishing advertisements in newspapers, magazine and / or by putting sign-boards, neon-signs or such other modes of advertisement as the Developer/Builder may deem fit, on the said Plot or at other places, in any manner and thus it shall be entitled to invite prospective buyers / customers to the Project site.
- 1.9 That the Developer/Builder shall be free to get the said Project approved from Banks and financial institutions in order to facilitate the financing by intending purchaser/s of Units.

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 Yash Uadhvani
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For NARENA INFRA PVT. LTD.
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 DIRECTOR

1.10 All cases/Litigation, civil, criminal, consumer of the Owner prior to the execution of this AGREEMENT shall be defended by the Owner itself and only the Owner shall be accountable for them. Litigation and cases pertaining to the construction, labour or workmen disputes shall be defended by the Developer/Builder.

2.0 Business Plan and its Periodic Review

2.1.1 The Builder in consultation with the owner shall formulate the preliminary business plan for the Project. The Builder shall manage the Project in accordance with the Business Plan. The Business Plan shall always include:

- (i) minimum sales price and sales volumes;
- (ii) saleable area of the Project and inventory;
- (iii) the estimated Development Cost;
- (iv) cost estimates and building specifications;
- (v) Marketing and sales expenses;
- (vi) timelines for Completion of Project;
- (vii) broad parameters and the timelines for utilization of the FAR/FSI, construction schedule for the Development of the Project which shall be flexible, depending on the Marketing of the flats/units on the said property, which shall be subject to the market conditions;
- (viii) such other information as the Builder and/or the Owner may, from time to time, deem necessary;
- (ix) the overall limit of the costs and expenditures to be incurred by the Developer in respect of the Project.

2.1.2 The Parties agree that the Project shall be executed and managed in accordance with the Business Plan and any deviation from the Business Plan shall only be permissible upon mutual consent of the Parties.

2.1.3 The Business Plan shall be reviewed at least once in every 3 (three) months. If for any reason, the Owner and the Builder are unable

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Yash Wedhwani

Authorised Signatory

For NARENA INFRA PVT. LTD.

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DIRECTOR

to agree on a revised Business Plan at any time, then the Business Plan in force at that time, shall continue to remain valid until the revised Business Plan is mutually approved by the Builder and Owner.

3.0 Project Specifications, Quality and Standards

- 3.1 The specifications of the Project shall be prepared and finalized by the Builder in consultation with the Owner subject to compliance with Applicable Laws. Any change in such specifications, other than required by Law/ Governmental Authority, shall only be undertaken with the mutual consent of Builder and the Owner.
- 3.2 The quality, safety standards and operating standard for development of the Project shall be provided by the Builder on or before the launch ("Standards") of the project. These Standards shall be strictly adhered to by the Builder.

4.0 Main contractor, contractors, sub-contractors and suppliers etc

- 4.1 It is agreed between the Parties that the construction of the Project shall be undertaken by the Builder on its own. In the event the Builder decides to outsource the construction of the Project or any other work related to the construction and development of the Project, the Builder shall ensure that the appointment of such contractors, suppliers, consultants, vendors etc. shall always be in terms of the agreed Business Plan between the Parties.
- 4.2 All invoices shall be raised and provided by the main contractor, contractors, suppliers, consultants, vendors etc. to the Builder's project head/site engineer who shall certify the same and arrange to submit a copy of the same with the Owner.
- 4.3 All records in respect of each contractor, supplier, vendor, consultant etc engaged for the construction and development of the Project shall remain in the possession of the Builder. The Owner will keep the photocopies. The Builder shall upon request by the Owner provide all requested information available or original

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Yash Wadhwan

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For NARENA INFRA PVT. LTD.

Ashutosh
DIRECTOR

copy of any record with the Builder to the Owner within the reasonable period.

4.4 The Builder shall ensure that all the contracts to be executed with the Contractors shall have the defect liability period of at least 3 (three) years after the Completion of the Project.

5.0 Designs and Drawings

5.1 The Builder shall prepare detailed architectural designs and drawings ("Designs and Drawings") for the Project, master planning of the Project and other such related activities for the development of the Said Property. The Owner shall extend all co-operation to the Builder in this regard.

5.2 Upon preparation of such Designs and Drawings, the Architect shall submit the same to the Builder for its approval. In the event that the Builder requires any changes to be made to the Designs and Drawings without prejudice to the Applicable Laws, the Architect shall carry out such changes and submit the revised Designs and Drawings for the approval.

5.3 In the event the Builder requires any changes to be made to the Designs and Drawings at any stage of the construction, the Builder shall, supervise and facilitate such change, so that the Architect implements and carries out such changes within the time period as maybe agreed to between the Builder and the Architect and the Builder shall ensure that such amended Designs and Drawings shall be forwarded to the Government Authorities for Approval without any inordinate delay or demur.

6.0 Safety and Statutory Compliances

6.1 The Builder shall be liable for all statutory compliances, including but not limited to environmental law related compliances, compliance with safety requirements and any such other compliances required under Applicable Laws for or in connection with the construction and development of the Project. The Owner shall provide full assistance and support to the Builder including but not limited to the documentation.

For NARENA INFRA PVT. LTD.

THINK BUILDWELL PRIVATE LIMITED

Yash Wadhvani
Authorised Signatory

Habit
DIRECTOR

7.0 Project Approvals:

- 7.1 The Builder shall apply and obtain all Approvals, including approvals required for registration of the Project with UPRERA.
- 7.2 The Builder shall prepare/ draft the building plan drawings in consultation with the Owner and submit the same alongwith applications, undertakings, documents, affidavits etc. to the Government Authorities for obtaining building plan approvals.
- 7.3 All renewal / maintenance / extension of Approvals in respect of construction, development and completion of Project shall also be obtained by the Builder from the relevant Government Authority and all such cost shall be borne by the Builder alone.

8.0 OWNER'S OBLIGATIONS

- 8.1 That the Owner hereby declares that the said Property is a free hold property and the Owner has the title to the same free from all encumbrances mortgage, lease, trust, assessment, right, gift, lien, leave, license, permission, rent, possession, charge, inheritance or any other encumbrance and that no notice or notification for acquisition under the statutes for the time being enforce has been received served or issued affecting the said Property or any part thereof and the Owner is entitled to develop and or cause to be developed the said entire property and there are no attachments before or after judgment and there are no claims, demands, decrees, injunctions orders, notices, insolvency notice, petitions or adjudications made or at of any part thereof that apart from the Owner none else is interested in the said property or any part thereof either as partner or any partnership or co-parcener in any joint family or other wise and that Owner are not the trustees for anyone in respect of the said property, the maintenance and upkeep there of any funds of the joint family or any nuclear thereof.
- 8.2 Owner shall not commit or omit to commit any act which may breach its warranties and representations.

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Yash Wadhvani
Authorised Signatory

For NARENA INFRA PVT. LTD.

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DIRECTOR

- 8.3 The Owner will provide unhindered access to the said Property / Project Land to the Developer/Builder and their associates for the purpose of carrying out for construction of the Project in accordance with this Agreement.
- 8.4 The Owner shall provide full cooperation and empowerment to the Developer/Builder in order to obtain the statutory approvals required for the project. The cost of appointing consultants in respect to construction and obtaining all such approvals from the government body shall be borne solely by the Developer/Builder and any additional expenses of any nature whatsoever arising after the execution and registration of this Agreement shall solely be borne by the Developer/Builder.
- 8.5 The Owner, in respect to the development and construction of the said Project over the said property shall execute a deed of special Power of Attorney in favour of the Developer/Builder a). to represent the owner on its behalf before all governmental approving agencies for the purpose of obtaining all necessary statutory approvals b). to make payments for the same on behalf of the owner, c). to accept service of any writ or other legal process or notices and appear and represent the Owner in any court or before any Magistrate Judicial Tribunal and other Tribunals, d). to defend or file suits actions or other proceedings in any court or before any public officer or tribunal, e). to sign execute and deliver or file necessary vakalatnama, claims, complaints, orders, applications, affidavits, petitions and other document papers and writings in case of any legal proceedings in any court of law at his own cost and f). to enter into agreement for sale or otherwise allot flats, g). However, all necessary statutory approvals shall be secured in the name of the Owner only at the cost of the Builder/Developer.
- 8.6 That the Owner, for the development and construction of the said Project/complex over the said property and for the purpose of attaining the aims and objectives of this Agreement has put the Builder/Developer in actual physical possession of the said property simultaneously with the execution of this Agreement, and as such the possession of the Builder/Developer on the land will be deemed to be irrevocable till the Agreement subsists and the Owner shall at no point of time try to dispossess the Builder/Developer from the said property under any event except

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 Authorised Signatory

For NARENA INFRA PVT. LTD.

Abhijit

DIRECTOR

as agreed in this Agreement and the Builder/Developer shall be free to do all acts deeds and things required for the development and construction as agreed under this Agreement.

- 8.7 That the Owner has agreed to execute other agreement/s if required for the due execution of the development work as agreed upon between the Parties at the expenses of the Developer/Builder.
- 8.8 That during the subsistence of the agreement Owner hereby irrevocably undertakes not to sell and alienate the said property or any part thereof to anyone.
- 8.9 The performance under this builder's agreement in respect of the Owner part shall be only to provide land and to assist the Developer/Builder in getting the statutory approvals and permissions from the competent authorities and for the same, all fees cost and expenses will be borne by the Developer/Builder while the performance under this builders agreement in respect of the party of the Developer/Builder shall be the completion of development and construction of the said Project on the basis of the sanctions/permissions granted by the competent authorities. Any cost incurred by any of the party for his own performance shall be on his own account and has no authority to claim for the same from the other.
- 8.10 That the Owner shall bear and pay all outstanding charge and dues of whatsoever of the scheduled property including rent, property tax, water and electricity charges, municipal dues tax and other outgoing up to the date of this Agreement and from the date of this Agreement all taxes, charges, dues etc. will be borne solely by the Builder/ Developer.
- 9.0 BUILDER'S OBLIGATIONS
- 9.1 The Developer/Builder shall employ a Firm/Consultant/ Architect of international repute along with local consultant for the development of the layout plan and design of the proposed development. This plan shall require a sign-off from the Owner to proceed further.

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- 9.2 The Developer/Builder shall carry out all the infrastructure work in respect of the Project Land including but not limited to leveling of the Project Land, installation of storm water pipeline, drainage, roads, sewage and providing recreation ground and construction of the Project as per the requirement of the Competent Authority and as per Applicable Law.
- 9.3 The Developer/Builder shall obtain the occupation certificate(s) and building completion certificate(s) in respect of the project constructed on the Project Land from the Competent Authority.
- 9.4 The Developer/Builder shall indemnify the Owner on own account settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands of any nature whatsoever emanating out of the obligations of the Builder along with any liability arising in nature of ESI, PF, Workmen's Compensation Act and all other statutory liabilities including third party insurance policy as may be required in the interest of the Project, with any third party, including the consultants, contractors and sub-contractors employed by the Developer/Builder and including the compliance of RERA.
- 9.5 The Developer/Builder, if required, shall also employ a Project Management Company (PMC) of repute for coordinating, supervising and monitoring day to day progress of the Project. The scope and responsibility of such PMC shall be from the date of approval of the lay out plan till the date of completion of the Project and such PMC may be relieved after having obtained the completion certificate from the competent authority.
- 9.6 It is clarified that, after commencement of construction of the Project, the Developer/Builder alone through its PMC shall be responsible for the day to day affairs relating to the construction of the Complex/Project and submit its report to the Developer/Builder. The Builder shall keep the owner updated on the monthly progress in form of a report.
- 9.7 The Developer/Builder alone shall, at its own cost and expense, carry out and duly comply with all obligations/reservations under the Development Plan and the amendments thereto;

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- 9.8 The Developer/Builder shall not do any act or omit to do any act which may jeopardize the rights and the title of the Owner to the Said Property / Project Land subject to the rights as granted under this Agreement.
- 9.9 That the Developer/Builder undertakes and assures the Owner that all loans banks for working capital short term loan to complete the aforesaid project will be exclusively invested for the completion of the project and such money shall not be diverted or invested in any other project work and further the Developer/Builder affirms and undertakes that all money obtained as loan shall be the personal responsibility of the Developer/Builder to repay the bank, financial institutions, individuals and in no case the Owner shall be responsible to liquidate the outstanding or loan taken by the Developer/Builder for the development and construction of the project.
- 9.10 That the parties have agreed that during the development work if the original title deeds are required to be produced before the various authorities or concerned officer of any undertaking or institution for inspection as and when required, the same shall be made available by the Owner for the purpose defined.
- 9.11 That the maintenance of exterior common portion/ passages/ stairs/ supply of water, parking, lighting and facilities of common area shall be the responsibility of the Developer/Builder after completion of the project and for which the Developer/Builder shall be entitled for maintenance charges at such rate or rates as may be agreed with the occupiers /transferees/ assignees of the flats/units/spaces of the Project and the said maintenance charges shall be charged by the Developer/Builder till the date of formation of the resident welfare association/society or other arrangement and after the formation of resident welfare association/society or other arrangement, at the discretion of the Developer/Builder, the resident welfare association/society shall maintain the said Project and realize the maintenance charges or other charges from the occupiers of the said Project.
- 9.12 That the Developer/Builder shall be entitled and is hereby authorized to develop the said property by construction thereon as per sanctioned and approved plan. However, in case of any variation the Developer/Builder shall pay the compounding fee

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out of its own fund and it is made clear that the Developer/Builder may opt for compoundable variation. However, the purchase of additional FAR for further floors to the building shall be paid by Developer/Builder alone.

- 9.13 That the Developer/Builder shall act as an independent Developer/Builder in developing and constructing the Project over the said property and shall keep the Owner indemnified against all third parties' claims arising out of any act or omission against the Development and construction of the said Project.
- 9.14 The Developer/Builder hereby agrees in particular subject to other provisions of this Agreement to appoint architects, surveyors, engineers and contractor and person or persons to make application to the authorities for connections.
- 9.15 That the Developer/Builder shall charge separate user charges for other facilities like club, golf course or any other recreational facilities from the prospective buyers. The Flat Buyer's shall have to make separate payment for it and have to apply for its membership etc. The security deposit and other monthly recurring charges shall be collected by the Developer/Builder alone and the same shall be shared between the Owner and Builder in the ratio 40% and 60% respectively within 07 (seven) days of the receipt of the same
- 9.16 That in case of requirement of any fresh approval or sanction which may have become mandatory by change in law, rules, regulations or bye laws then the Developer/Builder shall apply to Authority, Government or otherwise, State or Central and / or such other authorities as may be concerned in the matter for requisite permissions, sanctions and approvals for the development and construction of the said Project including permissible commercial & institutional development on the said land in accordance with the applicable Laws and Bye-Laws.
- 9.17 The Builder shall ensure the quality of works, proper supervision, safety, proper utilization of materials, waste control (save and except in the normal course of business) relating to execution of the Project.

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- 9.18 The Builder shall ensure that all the cost of the Project like the marketing cost, promotion costs, commission to real estate agents/ brokers etc. are incurred in accordance with the Business Plan.
- 9.19 Notwithstanding anything stated above, the Builder also covenants that the Builder, its employees/personnel/ representatives shall at all times during the Term of this Agreement comply with Applicable Laws and the terms and conditions of this Agreement and shall promptly notify the Owner of any violations of such Applicable Laws, Approvals and regulatory requirements of which it becomes aware which has material adverse impact on the Project.
- 9.20 Builder shall, at its own cost and expense; (i) settle all disputes, claims, demands, suits, complaints, litigation, etc, which may be raised, filed or created in relation to the Project/ Project Land due to any default or any act of omission or commission by Builder under this Agreement, (ii) rectify any incidents or event of revocation, termination or defect in the approvals due to any default or any acts and/or omissions of Builder, (iii) rectify any default by Builder of any term/conditions of this Agreement or breach of any representation, warrant or covenant of Builder under this Agreement (iv) bear any and all cost and expenses arising on account of failure to comply with any Applicable Laws including but not limited to RERA.
- 9.21 Builder shall be solely responsible for all the claims and/or actions instituted by the customers/purchasers/allottee(s) arising due to any default or any act of omission or commission by Builder in connection with execution and development of the Project or compliance of RERA.
- 9.22 The Builder shall not sell or allot any part of the Saleable Area in the Project in default or breach of the terms herein.
- 9.23 Builder shall ensure that the project completion date given to the customers under the letter of allotment/ apartment buyer agreement is adhered and achieved without any delay.
- 9.24 Builder shall be responsible for handing over of the possession of the flats to the individual buyers/ customers. Formation of

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- common organization of purchasers, compliance with Approvals and Applicable Laws including RERA compliances shall be the responsibility of the Builder.
- 9.25 All the taxes in connection with the Project including GST, TDS etc. shall be paid out of the cash flows of the Project or from the shortfall funding to be arranged by the Builder.
- 9.26 The Builder shall provide the periodical cash flow statements, bank reconciliations, copies of bills and such other documents, information as may be required by the Owner for preparation of financial statements of the Owner.
- 9.27 The Builder undertakes to construct / erect a boundary wall around the Said property immediately after the signing of the Agreement. All expenses in connection with the construction and completion of the boundary wall shall be borne by the Builder.
- 9.28 It is further agreed between the parties to this Agreement that the various securities furnished or to be furnished by the Developer/Second Party on behalf of the Owner to the various Authorities viz. U.P. Power Corporation Ltd, U.P. Jal Nigam/ UPPCL/ Lucknow Development Authority, Lucknow or any other Authority shall become refundable only to the Developer/Builder and the Owner shall not possess any right to claim the same in any manner whatsoever.
- 9.29 Completion of Project - The Builder shall complete the project within duration of 48 (forty-eight) months from the date of obtaining all statutory approvals including the RERA authorities (map-sanction, all department NOCs, Environment NOC, digging permissions, etc.). The aforesaid period of 48 months may be extended as per mutual discussions for a further period of 6 (six) months.
- 9.30 That it is hereby agreed in between the parties that each party shall individually meet their requirements on Income Tax, Wealth Tax, Capital Gains Tax, GST, Cess, Levy or any other statutory tax liability, penalty which may arise or shall/ may be imposed by the Government, Semi-Government or any other competent authority and other statutory liabilities as applicable to them.

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9.31 That it is agreed in between the parties that the Developer/Builder shall enter into the said property as licensee only, without affecting in any manner the title, rights and interests of the Owner.

10.0 SALE OF UNITS OF THIS PROJECT

10.1 The Agreement for Sale to be entered into with the prospective purchasers of the saleable area in the Project shall be entered into and approved by Owner and Builder jointly which shall be made in full conformity to the applicable law including Real Estate Act 2016 and any other legislation. However, it has been mutually agreed in between the parties that the sale consideration of every unit/flat sold, shall be shared in the ratio/proportion of 40% and 60% in between the Owner and the Developer/Builder respectively.

10.2 That the parties either individually or jointly are free to market the real estate stock. It is forbidden for both parties to enter into any agreement with any third party or create any third-party rights before the completion of the project. Developer (Builder) will take advances from prospective buyers as booking amount.

11.0 PROCEEDS FROM THE SALE:

11.1 That out of the total sale proceeds received from the sale of the unit/flat the same shall be shared in the ratio/proportion of 40% and 60% in between the Owner and the Developer/Builder respectively. It is undertaken by the Developer/ Builder to make the payment of 40% share of the Owner within 7 (seven) days of the receipt of the same from the prospective purchasers.

11.2 Both parties upon completion and handover of the project are free to sell in accordance to the prevailing real estate laws like RERA etc. and realize the proceeds as their profits / Investments.

11.3 The Developer/Builder shall be liable to bear and pay all the statutory taxes with respect to construction until the project is completed.

11.4 The Parties have agreed that, if required, before the completion of the Project they shall either form a Property Management Company

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with equal representations or shall engage an outside facility maintenance agency for undertaking maintenance of the Project after the Project Completion ("Maintenance"). The maintenance of the common areas shall remain under the control of property Management Company which will be owned equally by both parties and such management company shall be responsible for day-to-day management of the developed property and shall be funded by unit owners and shall be responsible for the operation and maintenance of the facility.

12.0 PROJECT FUNDING AND SHORTFALL FUNDING

- 12.1 It is agreed between the Parties that the Builder shall arrange funds for (i) development of the Project, and (iii) to meet the working capital requirements for the Project, from time to time.
- 12.2 In the event there is any delay in Completion of Project on account of delay in arrangement of shortfall funding, the consequences of such delay shall be solely to the account of the Builder.
- 12.3 The Builder shall not avail any unsecured/ secured loan/ funding or advance from any person or persons without prior approval of the Owner for the same.

13.0 BANK ACCOUNT OPERATIONS RELATED TO THE PROJECT

13.1 Bank Accounts and Operation

The Developer shall open and operate such number of bank accounts for the Project as may be determined by the parties. Without prejudice to the generality of the foregoing, the Developer shall open a Master Account and two project accounts viz Project Account - 1 and Project Account - 2 (collectively "Project Accounts").

13.2 Master Account

- 13.2.1 It is agreed between the Parties that the entire Receivables arising from and in relation to the Project shall be deposited in a designated account to be opened in any scheduled bank ("Master Account"). No other amount shall be deposited in the Master

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Account. The Master Account shall be opened in the name of the Developer and be operated by the representatives of Developer. The Master Account shall have a standing instruction for transfer of monies on daily basis received in the said account as under:

- i. 70% of the Receivables to be transferred to Project Account - 1
- ii. 30% of the Receivables to be transferred to Project Account - 2

13.2.2 It is hereby agreed between the Parties that once the Master Account is created, the instructions to the Master Account shall not be changed during the subsistence of this Agreement.

13.3 Project Accounts

13.3.1 The Project Accounts shall be operated by the representatives of Developer only.

13.3.2 The amounts lying in the Project Account - 1 shall be withdrawn in terms of RERA and shall be transferred to Project Account- 2.

13.3.3 The Project Account -2 shall be funded with the amount transferred in terms of Clause 13.3.2 above or funding amount received from any bank/ financial institution. The amounts lying in the Project Account- 2 shall be utilized in the following order of priority:

- (a) Payment of Pass-Through Charges
- (b) Repayment of instalments of Debt Funding, Working Capital Loan or any other loan availed by the Owner, if any, including the interest and applicable incidental expenses thereon
- (c) Payment of all Taxes including GST/TDS, or making provisions thereof, in any Financial Year
- (d) Payment of any Development Cost;
- (e) Reimbursement of any expenses incurred by the Builder with respect to the project prior to execution of this Agreement or during the execution of the project.

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- 13.4 The Builder shall ensure that aforementioned order of priority for utilization of the amounts lying in Project Account 1 and Project Account 2 is strictly adhered to at all times. It is further agreed that any expenditure other than what is stated above under Clause 13.3.3 shall only be by way of mutual consent.
- 13.5 The Builder undertakes that (i) it shall not avail any loan/ funding from any third party and (ii) it shall not pay any amount to any third party (except as mentioned in Clause 13.3.3) without the prior approval of the Owner and any noncompliance of this clause shall be a fundamental breach of this Agreement.
- 13.6 Only developer shall have the viewing rights and audit rights of the Master Account and Project Accounts.
- 13.7 All the bank account in relation to the Project shall be opened and operated in terms of the provisions of RERA, this Agreement and as per the terms agreed with lender(s), if any. The Parties shall reconcile all the Bank Accounts on monthly basis.
- 13.8 If the Bank Accounts of the Project are operated in contravention of the provisions of this Clause, the same shall be deemed as a fundamental breach of this Agreement.

14.0 EVENT OF DEFAULT

In addition to the events of default ("Event of Default") provided anywhere in this Agreement, each of the following shall constitute an event of default for the purposes of this Agreement, if:

- 14.1 The Developer/Builder or the Owner commits a breach of any provision of this Agreement and fails to remedy the same within a reasonable time (90 days) given by the either parties of such breach;
- 14.2 Upon occurrence or existence of any material adverse effect in relation to the Project for any reason attributable to the Developer/ Builder and the Owner which will bring the project to a complete standstill and situation cannot be recuperated.
- 14.3 Due to any act or omission of the Developer/Builder or the Owner, if the execution of the Project has been suspended except

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for force majeure conditions for a period of [90] days or more and in spite of written intimation the builder or the owner do not make any attempts to redress the situation.

- 14.4 Change in the key management of the Developer/Builder's or the Owner's company without any intimation to the other party.
- 14.5 The Builder or the Owner may cause an event of default if they end up in a situation wherein they;
- a. Becomes bankrupt or insolvent within sixty (60) days or enters into liquidation (compulsory or voluntary):
 - b. Any authority having jurisdiction appoints a provisional liquidator, administrator, receiver, administrative receiver or manager over its assets or any part of its assets or undertaking; which has an adverse effect on the project.
 - c. Enters into any composition, reconstruction or arrangement with its creditors or any material arrangement, reconstruction or composition with any of them; which has an adverse effect on the project.
 - d. Have an issue or levy of any execution or process of any court including NCLT, or is placed under official management which has an adverse effect on the project.

15.0 CONSEQUENCE OF EVENT OF DEFAULT

Event of default on the part of the "Owner" is limited to the defect in title and claims on the said property / project land under development. In case there is a restraining order from any court due to any litigation initiated by any shareholder of the Owner's Company, the Owner shall be responsible to settle the matter within a maximum allowed time of one year during which the time of completion of the Project shall be extended.

However, in the event of the occurrence of an Event of Default on the part of the "Builder", the Owner shall be entitled to the following: but not in order of priority:

- a. In case or irremediable situation such as failure to

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complete the project and abandonment, the Owner shall, at its discretion, be entitled to terminate this Agreement, without any obligation accruing to Owner from such termination. It is further agreed that upon such termination the Builder's share in the Project shall be utilized in making required payments to the new Builder appointed in place of the Builder including the cost of remaining development and if such share is insufficient then the Builder shall pay the said shortfall on demand. However, in the event the balance realization is more than the required cost of the remaining development of the Project, the Owner shall reimburse the excess to the Developer/Builder. The Security Deposit paid by the Builder under this Agreement shall be forfeited by the Owner in such a scenario.

- b. Owner shall be entitled to forthwith replace the Developer/ Builder with a new Builder for the Development of the Project at risk and cost of the new Builder.
- c. The Owner shall not be obliged to settle any claims or payments on behalf of the Developer/Builder as the owner does not have any privity to the contracts entered by Developer/Builder, by its suppliers, service providers', contractors and subcontractors etc.

16.0 TERM AND TERMINATION

Time is the essence of this agreement. Subject to the provisions agreed between the parties contained herein, this Agreement shall come into effect upon execution of this Agreement and shall come to an end as per the terms and conditions as stated in this Agreement. However, on expiry of the timeline the terms of this agreement will not remain legally binding unless until they are extended will mutual consent. Any new understanding reached upon can be appended as an addendum to this Agreement.

17.0 ASSIGNMENT

The Parties shall not assign, convey, transfer or create

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Encumbrance on any right, interest or obligation except for the rights granted by both the parties to the PMC under this agreement. Any attempt to assign the Agreement or any right, interest or obligation hereunder will be null and void. However, the Developer/Builder may undertake the development and construction of the Project either by itself or through competent consultants/sub-contractors (at its own costs and expenses) and sub-divide the work or appoint sub-contractors as it may deem fit and proper, such Third Party shall be bound by the terms of this Agreement. The, such appointed Co-Developer/Contractor shall be responsible for providing safety and necessary facilities required for labourers /workers employed/engaged for construction of the Project. If during construction, any injury is caused / occurs to any workers or other persons then the Co-Developer/Contractor alone shall be responsible for the consequences, if any including but not limited to cost thereof. The Co-Developer/Contractor shall be solely responsible for work and activities of its employees, work personnel and other consultants/ subcontractor(s) and payments to be made to them and shall keep the Owner indemnified from and against the consequences of acts, omissions and negligence committed by Project Team and other consultants/ subcontractor(s).

18.0 INDEMNITY

Each of the Parties agree to indemnify, defend and hold harmless the other Party from and against any and all loss, claim, expense, damages, action, proceedings etc. suffered or incurred or which may be incurred by such Party arising at any time and in any manner whatsoever, including:

- 18.1.1 any misrepresentation in, any matter inconsistent with, inaccuracy in, or breach of any representation or warranties made by the other Party; or
 - 18.1.2 any breach or non-performance (in whole or in part) by the other Party of any of their covenants, agreements or obligations contained herein.
- 18.2 The Developer hereby agrees to indemnify, defend and hold harmless the Owner on account of any loss, claim, expense, damages, action,

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proceedings etc. suffered or incurred or which may be incurred by the Owner due to any non-observance or any act of omission or commission by the Developer resulting into violation of the Applicable Law in the construction, development and operation of the Projects.

18.3 The indemnification rights of a Party under this Agreement are independent of, and in addition to, such other rights and remedies as a Party may have at law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

19.0 RIGHTS OF THE OWNER

19.1 The Owner shall also have right to take inspection of all records maintained at site/marketing office in respect to the Project with prior notice of 7 days.

19.2 The Owner shall be entitled to such MIS on a quarterly basis for periodic reporting of the progress of the Project.

19.3 The Owner shall have the rights to pre-approve the Business Plan and its revision from time to time.

19.4 The Owner shall have the right to, even after Completion of Project, make factual representation that the Project was developed by the Owner with Builder.

20.0 SUSPENSION

Upon occurrence of a Force Majeure Event, the Builder may suspend the performance of its services for the Project or any part thereof, for such time and in the manner that the Builder may consider necessary ("Suspension Period"). Provided that any liability (including but not limited to under RERA) arising out of such Suspension Period shall be solely borne by the Builder.

21.0 ARBITRATION

It is agreed that both parties shall work to support and complement each other rather than work against each other. To

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their best abilities both parties resolve to solve differences by the way of mutual discussion and accordingly appending the term the conditions of this contract as per mutual understanding. However, in the interest of the project both parties agree to solve any major issue as far as possible by direct dialogue and in case if it cannot be resolved completely amongst themselves then they should prefer to go for arbitration. The following paragraphs outline the broad level understanding amongst the parties related to arbitration and resolving disputes:

- a. Any points which requires a quick resolution between the parties which may be appended to the current agreement may be discussed with a "Facilitator" who is a neutral person acting in interest of both parties who will help to formalized any amendment and provide a first course of remedy for a healthy relationship between the Owner and the Developer/Builder. Such person may be mutually appointed by both parties.
- b. Any disputes arising from or in connection with this Agreement which cannot be resolved amicably within thirty (30) days of receipt of notice to the other Party shall be referred to arbitration to be presided over by a sole arbitrator mutually known to both the parties person of mutual choice or under the provisions of the Arbitration and Conciliation Act, 1996 along with its modification / amendments, The Arbitration and Conciliation (Amendment) Act, 2015 ('Amendment Act'). The venue of arbitration shall be at Lucknow and the Courts of Lucknow alone shall have exclusive jurisdiction to try and entertain any proceedings under the above Act. The language of arbitration shall be English.
- c. The award of the Arbitral Tribunal shall be final and binding on Parties.
- d. Arbitration shall be held in Lucknow. Each Party shall cooperate in good faith to expedite, to the maximum extent practicable.
- e. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitrator shall be borne

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by the Parties equally however each party shall bear their incidental expenses or as may be determined by the Arbitration Tribunal.

22.0 NOTICES

Any notice which may be given by a Party under this "Agreement" shall be deemed to have been duly delivered if delivered by hand, Courier, registered post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if

- a. Delivered by hand, on the date of such delivery; and
- b. Delivered by registered AD / courier simultaneous with the facsimile transmission or electronic mail, when the Party sending such communication receives confirmation, systemic or otherwise, of such delivery by electronic mail.
- c. Notices will be effective when received in writing at the following addresses or such other address as may be communicated by the Parties prior to such notice:

If to the Builder:

M/s. NARENA INFRA PRIVATE LIMITED (CIN U45201UP2021PTC145717) - A Company duly registered under the provisions of the Companies Act - 1956/2013 and having its Office address Plot number.C-4/65, Sector-4,Gomti Nagar Extension Lucknow UP- 226010

If to the Owner:

M/S THINK BUILDWELL PRIVATE LIMITED, A Company duly registered under the provisions of the Indian Companies Act, 2013, having its registered office at 4th Floor, Shalimar Elldee Plaza, Opposite HAL, Faizabad Road, Lucknow-226016, Uttar Pradesh INDIA

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CONFIDENTIALITY

- 23.1 The term confidential information ("Confidential Information") means any information disclosed by either Party to the other Party or its representatives prior to termination of this Agreement which is either expressly designated as confidential or if would be apparent to a reasonable person, familiar with the disclosing Party's business and the industry in which it operates, that such information is of confidential nature.
- 23.2 Confidential Information also includes this Agreement itself. No Ownership shall be acquired by a Party of any information received from the other Party, unless otherwise explicitly stated.
- 23.3 Unless the disclosing Party otherwise agrees, the receiving Party shall treat any Confidential Information in confidence and disclose such Confidential information only to those of its employees and representatives who have a need to be familiar with it. The receiving Party shall erase, destroy or return any Confidential Information at the request of the disclosing Party, but may retain necessary copies of such Confidential Information to the extent required to be retained by applicable Law or to comply with such Party's continuing obligations hereunder.
- 23.4 Each Party shall ensure that those employees and representatives to whom Confidential Information is disclosed treat such Confidential Information in confidence pursuant to this agreement.
- 23.5 The duty to treat Confidential Information in confidence shall not apply to information. Which is independently developed by the receiving Party or lawfully received free of restriction from other source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the receiving Party; which at the time of disclosure to the receiving Party was known to such Party free of restriction and evidenced by documentation in such Party's possession; or Which the disclosing Party agrees in writing is free of such restrictions.

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- 23.6 Either Party may disclose Confidential Information of the other Party, provided that the receiving Party is obliged, directly or indirectly, under applicable Law (e.g. a decision made by a governmental body) or by a court order, to disclose such Confidential Information. Each Party agrees to notify the other Party, if possible, prior to disclosure under this clause and to cooperate in seeking reasonable protective arrangements requested by the Party owning the Confidential Information.
- 23.7 The confidentiality obligations for any Confidential Information shall survive for a period of two years post the termination of this Agreement.
- 24.0 Severability.

If any provision of this Agreement is invalid, unenforceable or prohibited by applicable law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

25.0 AMENDMENTS AND MODIFICATIONS

Any Amendment, change or modification or any of the terms, provisions or conditions of this Agreement shall be un-effective unless made in writing and signed or initiated on behalf of the parties hereto by their duly authorised representatives.

- 26.0 Force Majeure.
- 26.1 Force Majeure shall mean and include any event or combination of events or circumstances beyond the control of the Parties including but not limited to fire, accident, riots, flood, earthquake, storm, or any other natural calamity, pandemic, terrorist activities, war, insurgency activities, prohibition or restriction imposed by the Government and other authorities which in any way adversely affects the right of the Developer/Builder which cannot (a) by exercise of the due diligence, or (b) despite the adoption of reasonable precaution and / or alternative measures be prevented, or caused to be prevented, and

THINK BUILDWELL PRIVATE LIMITED

Yash Wadhvani
Authorised Signatory

For NARENA INFRA PVT. LTD.

Abhinav
DIRECTOR

- which adversely effects the Party's ability to perform its obligations as detailed out in the terms and conditions of this Agreement.
- 26.2 The Party affected by the Force Majeure Event shall give a notice to the other. Party immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default. The Parties shall strive to mitigate the effect of the Force Majeure Event upon mutual negotiations. In the event any Force Majeure' Event exists for a continuous period of 6 months, the Parties may mutually agree to terminate this Agreement, in which case, the Security Deposit shall be returned to the Builder; and the Parties shall post termination, strive to co-operate and mutually define and share the losses accrued and agree and plan on the restoration of the Project.

27.0 DEFINITIVE AGREEMENT

That this Agreement records inter se obligations agreed among the parties and the rights, duties and obligations of the parties shall at all times be governed by this Agreement.

28. WAIVER

The failure of any party to insist upon strict performance of any of the terms and provisions of this AGREEMENT, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party or any term or provision hereof shall have deemed to been made unless expressed in writing and signed by such party.

29. That the stamp charges, registration charges and other incidental expenses etc. in respect of this agreement shall be borne solely by the Developer/builder. Any modifications to this Agreement or any further agreement superseding this agreement shall be borne and paid for by the party initiating the change.

THINK BUILDWELL PRIVATE LIMITED

Yash Wadhvani

Authorised Signatory

For NARENA INFRA PVT. LTD.

Abhishek

DIRECTOR

30. JURISDICTION & GOVERNING LAWS.

This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to all applicable Law as may be in force from time to time. Subject to Clause 19, the Parties agree to submit to the exclusive jurisdiction of courts at Lucknow.

31. That it is further agreed that there shall be two copies made of this Agreement duly signed by both Owner and the Builder and original of the registered copy shall be kept safely with the Builder.

32. VALUATION

That the Said Property is for Group Housing use and there is no construction over the Said Property except boundary wall and Gate. That the subject matter of this agreement is land area measuring 5252.80 Sq. mts., the valuation for the purposes of payment of stamp duty is as under

For 1000.00 sq. mts.

a).	Land area	-	1000.00 sq. mts.
	Situation of road	-	More than 24 mts. wide and situated at the corner
	Circle rate	-	Rs. 38,000/- per sq. mt
	Additional	-	10 % for corner
	1000.00 X Rs. 41,800.00 = Rs. 4,18,00,000/-		

After 1000.00 sq. mts.

a).	left over Land area	-	4,252.80 sq. mts.
	Situation of road	-	More than 24 mts. wide and situated at the corner
	Circle rate	-	Rs. 38,000/- per sq. mt
	Additional	-	10 % for corner
	Discount	-	Rs. 41,800/- minus 30% = Rs. 29,260/-
	4,252.80 X Rs. 29,260/- = Rs. 12,44,36,928/-		

Therefore, the total market value comes to Rs. 16,62,36,928/-.

THINK BUILDWELL PRIVATE LIMITED

Yash Wadhvani
Authorised Signatory

For NARENA INFRA PVT. LTD.

Ahilit
DIRECTOR

That there is boundary wall of around 5 feet alongwith gate estimated cost of which calculated of Rs 5,00,000/- and is not facing any park.

Thus the total value of the said property comes to Rs. 16,67,36,928/- and as such as stamp duty of Rs. 1,16,72,000 /-has been affixed hereto respectively vide E Stamp Certificate No.IN-UP10865196326022W dated 19.12.2024.

SCHEDULE - I

DESCRIPTION OF THE PLOT

Group Housing Plot No. 1/9, Sector-1, Vardan Khand, Gomtinagar Extension, Lucknow, U.P. admeasuring 5252.80 Sq. Mts. which is bounded as under

Boundary

East	: 10'meter wide Green Belt then 30- meter- wide road
West	: C Type Plots
North	: Plot No. 1/08
South	: 24-meter-wide Road

THINK BUILDWELL PRIVATE LIMITED

Yash Wadhvani
Authorised Signatory

For NARENA INFRA PVT. LTD.

Adhik
DIRECTOR

आवेदन सं०: 202400821095545

विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 13101

वर्ष: 2024

प्रतिफल- 0 स्टाम्प शुल्क- 11672000 बाजारी मूल्य - 166737000 पंजीकरण शुल्क - 1667370 प्रतिलिपिकरण शुल्क - 180 योग : 1667550

श्री मेसर्स नरेना इंफ्रा प्राइवेट लिमिटेड द्वारा
मोहित मोर्य अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री नरेन्द्र कुमार मोर्य
व्यवसाय : व्यापार
निवासी: 3/395 विराम खंड, गोमतीनगर, लखनऊ, यूपी- 226010

Mohit



श्री, मेसर्स नरेना इंफ्रा प्राइवेट लिमिटेड द्वारा

मोहित मोर्य अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 20/12/2024 एवं 04:46:03
PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभाष सिंह
उप निबंधक आदर द्वितीय
लखनऊ
20/12/2024

नमिता श्रीवास्तव
निबंधक निपिक
20/12/2024

प्रिंट करें



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED
by THINK BUILDWELL PRIVATE LIMITED

Authorized Signatory,

Designation: Director
Date-20.12.2024

In the presence of:

By :

Ankit

Ankit Shukla
S/o-Santosh Kumar Shukla
R/o-227/7, Astabal, Yahiyaganj,
Lucknow

7275555106, Private Service



THINK BUILDWELL PRIVATE LIMITED
Yash Wadhvani
Authorised Signatory



SIGNED SEALED AND DELIVERED

By NARENA INFRA PRIVATE LIMITED
Authorized Signatory Designation:
Date:

In the presence of:

By:

Himanshu

Himanshu Gautam
S/o Shyamlal
R/o Alinagar, Post-Saspan
Lucknow
8687993499, others

For NARENA INFRA PVT. LTD.

Hohit
DIRECTOR



Drafted and typed in my office under the instructions of the parties

Harit Shukla
HARIT SHUKLA
ADVOCATE

बही सं०: 1

रजिस्ट्रेशन सं०: 13101

वर्ष: 2024

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

विक्रेता: 1

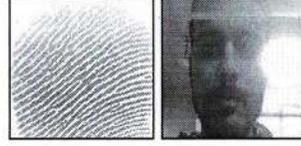
श्री मेसर्स थिंक बिल्डवेल प्राइवेट लिमिटेड के द्वारा यश वाधवानी, पुत्र श्री विजय वाधवानी

निवासी: चतुर्थ तल, शालीमार एल्डी प्लाजा, एचएएल के सामने, फैजाबाद रोड, लखनऊ - 226016

व्यवसाय: नौकरी

क्रेता: 1

Yash Wadhvani



श्री मेसर्स नरेना इंफ्रा प्राइवेट लिमिटेड के द्वारा मोहित मौर्य, पुत्र श्री नरेन्द्र कुमार मौर्य

निवासी: 3/395 विराम खंड, गोमतीनगर, लखनऊ, यूपी- 226010

व्यवसाय: व्यापार

Mohit



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री अंकित शुक्ला, पुत्र श्री संतोष कुमार शुक्ला

निवासी: 227/7, अस्तबल, यहियागंज, लखनऊ

व्यवसाय: नौकरी

पहचानकर्ता: 2

Ankit



श्री हिमांशु गौतम, पुत्र श्री श्यामलाल

निवासी: अलीनगर, पोस्ट-ससपन लखनऊ

व्यवसाय: अन्य

Himanshu



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Prakash Singh

उप निबंधक: सदर द्वितीय

लखनऊ

20/12/2024

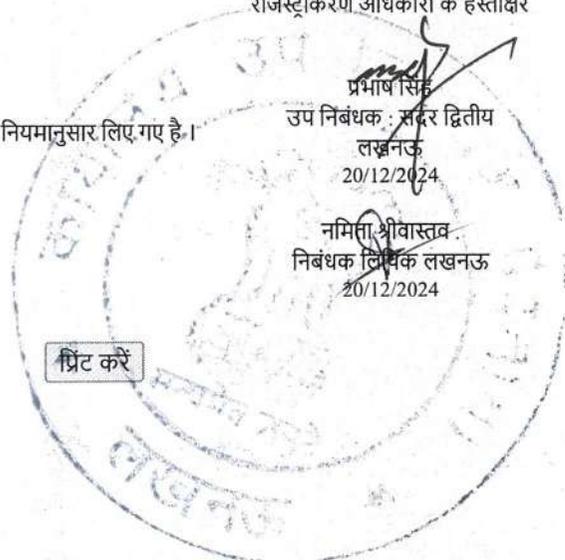
Namita Shrivastava

निबंधक लिपिक लखनऊ

20/12/2024

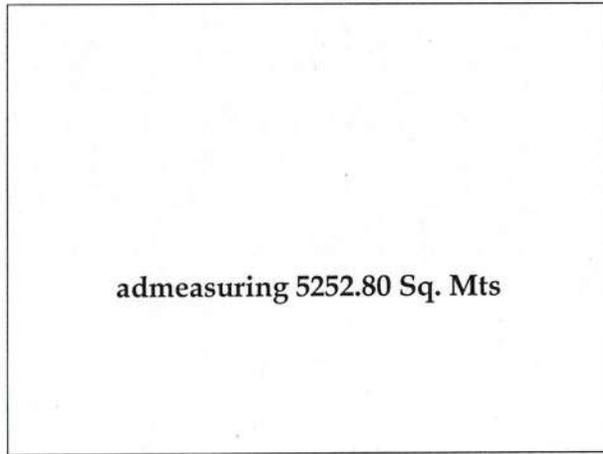
ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी:

प्रिंट करें



MAP

Group Housing Plot No. 1/9, Sector-1, Vardan Khand, Gomtinagar Extension,
Lucknow, U.P. admeasuring 5252.80 Sq. Mts.



BOUNDARY

East : 10 meter wide Green Belt then 30- meter- wide road
West : C Type Plots
North : Plot No. 1/08
South : 24-meter-wide Road

THINK BUILDWELL PRIVATE LIMITED

Yash Wadhvani
Authorised Signatory

First Party

For NARENA INFRA PVT. LTD.

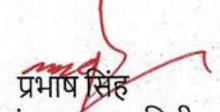
Habit
DIRECTOR

Second Party

आवेदन सं०: 202400821095545

बही संख्या 1 जिल्द संख्या 27861 के पृष्ठ 1 से 80 तक क्रमांक 13101 पर दिनांक 20/12/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


प्रभाष सिंह
उप निबंधक / सदर द्वितीय
लखनऊ
20/12/2024

प्रिंट करें

