



INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP80615369273291X

e-Stamp



Certificate No. : IN-UP80615369273291X
Certificate Issued Date : 05-Dec-2025 12:02 PM
Account Reference : NEWIMPACC (SV)/ up14292104/ BAREILLY SADAR/ UP-BLY
Unique Doc. Reference : SUBIN-UPUP1429210455629467528521X
Purchased by : SANTUARIO BLU PRIVATE LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : LAND SITUATED AT VILL KARAMPUR CHAUDHARY AND VILL NAGARIA KALAN BAREILLY
Consideration Price (Rs.) :
First Party : YCL INFRA TECH PRIVATE LIMITED
Second Party : SANTUARIO BLU PRIVATE LIMITED
Stamp Duty Paid By : SANTUARIO BLU PRIVATE LIMITED
Stamp Duty Amount (Rs.) : 1,82,04,000
(One Crore Eighty Two Lakh Four Thousand only)



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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.



Compared
S. B. Sharma

Imprisoned
Tejendra Singh Chhabra

Advocate Jail Road, Bareilly
Jail Road, Bareilly

REVENUE SHARING & DEVELOPMENT RIGHTS AGREEMENT

This Revenue Sharing and Development Rights Agreement ("Agreement") is made at Bareilly as of this 4th day of December, 2025 between:

M/s YCL Infratech Private Limited a company incorporated under the Companies Act, 1956 having its registered office at 404, 4/F Roots Tower, Plot No-07, Laxmi Nagar, East Delhi, New Delhi- 110092 acting through its authorized representative Mr. Tejendra Singh Chhabra, Authorised Representative of the Company duly authorized vide its board resolution dated 27-11-2025 (hereinafter referred to as the "Owners", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their successors, administrators and permitted assigns);

[Signature]



[Signature]



54/61

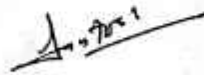
AND

Ms/ SANTUARIO BLU PRIVATE LIMITED (formerly **GestrapoRealcon Private Limited**), a company incorporated under the Companies Act, 1956 having its registered office at TC/G-5/5, 5th Floor, Cyber Heights Vibhuti Khand, Gomti Nagar Lucknow 226010 acting through its authorized representative **Santosh Vishal**, duly authorized vide its board resolution dated 13th November 2025 (hereinafter referred to as the "**Developer/Co-owner**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators and permitted assigns):

The "**Owners**" and the "**Developer**" are hereinafter individually referred to as "**Party**" and jointly as "**Parties**".

WHEREAS:

- A. The Developer is a company engaged in the business of development of real estate, including development of group housing and township projects, and it has the necessary infrastructure, experience and expertise in development, sale and marketing of real estate projects.
- B. The Owner has executed registered Sale Deed, for the land admeasuring 13800 meter i.e. 1.3800 hectare Situated at Village Karampur Chaudhary and Village Nagaria Kalan, Tehsil & District Bareilly State Uttar Pradesh ("**Project Land**"). The details of the





आवेदन सं०: 202500787054167

विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 20561

वर्ष: 2025

प्रतिफल: 0 स्टाम्प शुल्क - 18204000 बाजारी मूल्य - 260045000 पंजीकरण शुल्क - 2600450 प्रतिलिपिकरण शुल्क - 240 योग: 2600690

श्री वाई०सी०एल० इन्फ्राटेक प्रा०लि० द्वारा
तेजेंद्र सिंह छाबड़ा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री महेंद्र सिंह छाबड़ा
व्यवसाय: अन्य
निवासी: यूनिट नं० एस-1004, ओमेक्स टिवन टावर्स एफ ब्लॉक सेक्टर-50 नोएडा गौतम बुद्ध
नगर

Plum



श्री. वाई०सी०एल० इन्फ्राटेक प्रा०लि० द्वारा तेजेंद्र सिंह छाबड़ा अधिकृत पदाधिकारी/ प्रतिनिधि
ने यह लेखपत्र इस कार्यालय में दिनांक 05/12/2025
एवं 01:41:27 PM बरेली
निबंधन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रवि प्रकाश वर्मा
उपनिबंधक : सदर प्रथम
बरेली
05/12/2025

विक्रय राखसेना
निबंधक लिपिक
05/12/2025

Project Land are more particularly set out in **Schedule I** of this Agreement.

- C. The Parties are now desirous of entering into the Agreement to record the detailed terms and conditions of their inter-se arrangement in respect of the development, construction and disposal of the Project and sharing of revenues generated from such disposal.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE IRREVOCABLY LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

A. DEFINITIONS AND INTERPRETATION

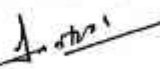
Definitions

In this Agreement, unless repugnant or contrary to the context or meaning thereof, the following capitalized terms, shall have the meaning assigned to them herein below:

"**Agreement**" shall mean this revenue sharing cum development rights agreement including any schedules or exhibits or annexure attached









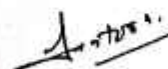
hereto-or incorporated herein by reference, as may be amended or modified or novated by the Parties from time to time in writing;

"Applicable Law" shall mean and include the Housing Policy, the License, any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any Governmental Authority (defined below), directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the 'force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.

"Approvals" shall mean, any permission, approval, sanction, certificate, consent, license, order, decree, authorization, authentication of, or registration, qualification, designation, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation, or pursuant to any governmental policy in connection with the construction, development, operation and marketing of the Project contemplated under this Agreement

"Business Day" shall mean any day other than Saturday, Sunday or any other days on which commercial banks are closed in **Bareilly in U.P.**

"Claims" shall mean and include any losses, liabilities, claims, damages, costs, charges and expenses, including -legal fees and disbursements in relation thereto;





आवेदन सं०: 202500787054167

बही सं०: 1

रजिस्ट्रेशन सं०: 20561

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त
विश्रेता: 1

श्री वार्ड०सी०एल० इन्फ्राटेक प्रा०लि० के द्वारा तेजेंद्र सिंह
छाबड़ा,

[YCL INFRATECH PRIVATE
LIMITED

पुत्र श्री महेंद्र सिंह छाबड़ा

निवासी: यूनिट नं० एस-1004, ओमेक्स दिवन टावर्स एफ ब्लॉक सेक्टर-50 नोएडा गौतम बुद्ध नगर
व्यवसाय: अन्य

पक्षकार द्वारा सत्यापित पैन XXXXXX 167C

श्रेता: 1



श्री सेंटुआरियो ब्लू प्रा०लि० के द्वारा संतोष विशाल,

[SANTUARIO BLU PRIVATE
LIMITED

पुत्र श्री धानेश्वर प्रसाद

निवासी: 14/46 टॉप फ्लोर सुभाष नगर नई दिल्ली-110021

व्यवसाय: अन्य

पक्षकार द्वारा सत्यापित पैन XXXXXX 302L

ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1



श्री मनोज कुमार सुक्सेना, पुत्र श्री राम औतार सुक्सेना

निवासी: 113/45 वीर साबरकर नगर बरेली

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री संतोष कुमार श्रीवास्तव, पुत्र श्री प्रमोद कुमार

निवासी: मकान नं० 1236 परतापुर चौधरी रोड नं० 6 बरेली

व्यवसाय: अन्य



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

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रवि प्रकाश वर्मा
उप निबंधक : सदर प्रथम
बरेली
05/12/2025

विकास सुक्सेना
निबंधक/लिपिक बरेली
06/12/2025

"Confidential Information" shall have the meaning assigned to it in clause 10.1 hereof;

"Encumbrances" shall mean any mortgage, charge, pledge, lien, encumbrance, hypothecation or other security interest or security arrangement of any kind; or (ii) any easement or right of way; or (iii) any contractual right of set-off; or (iv) the interest of a vendor under any conditional sale agreement, lease, leave or license agreement or other title retention arrangement or (v) any sort of encumbrance which, may have the effect of curtailing or impeding the rights of any party to deal with its property or asset peacefully and without restriction;

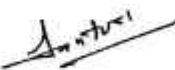
"Governmental Authority" shall mean: (a) any national, state, city, municipal, or local government, governmental authority or political subdivision thereof; (b) any agency or instrumentality of any of the authorities referred to in (a) above; (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or Orders of such authority, body or other organization have the force of law; or (d) any competent court or tribunal;

"Litigation" shall mean and include all suits, civil and criminal actions, arbitration proceedings, and all legal proceedings, pending, threatened or proposed whether before any court, judicial or quasi-judicial or regulatory authority, body, tribunal, Governmental Authority or any arbitrator(s);

"Maintenance Agreement" shall have the meaning assigned to it in clause 3.2 hereof;









"Net Revenues" shall mean Total Revenue minus Usage Charges;

"Parties" shall mean all parties set out in *array* of parties in this Agreement;

"Pass Through Charges" shall mean Taxes payable to Governmental Authorities;

"Project" shall mean a group housing society / complex proposed to be developed on the Project Land pursuant to the Housing Policy;

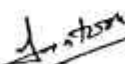
"Project Land" shall have the meaning described to it in **Recital B**;

"Taxes" shall mean any taxes, duties (including stamp duties), excise, charges, fees, levies or other similar assessments by or payable to a Governmental Authority In India, including in relation to (a) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal, interest, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes and (b) any interest, fines, penalties, assessments, or additions to Tax resulting from, attributable to or incurred in connection with any proceedings in respect thereof.

"Total Revenue" shall mean all money received / receivable from the allottees / buyers / occupants of the Units, including Interest received / receivable on late installments, Car parking charges. Electricity charges, Fire fighting charges, club charges Usage Charges, Power backup charges, Meter Connection charges, interest free maintenance security,









any income generated by developer from investment and excluding any taxes paid by allottees / buyers / occupants,

"Units" shall mean any identified or demarcated area of the Project that is capable of being marketed or sold independently;

"Security Deposit" shall mean Non-interest bearing funds kept upfront with the owner before starting the project to be refunded as per the terms laid under.

Interpretation

In this Agreement, unless the contrary intention appears:

- (i) Any reference herein to any Clause, Schedule, Annexure or Exhibit is to such Clause of or Schedule, Annexure or Exhibit to this Agreement. The Schedules, Annexure and Exhibits to this Agreement shall be deemed to form part of this Agreement.
- (ii) References to a Party shall, where the context permits, include such Party's respective successors and permitted assigns and in the case of individuals will include their legal representatives, heirs and permitted assigns.
- (iii) The headings or interpretation are inserted for convenience only and shall not affect the construction of this Agreement.
- (iv) Unless the context otherwise requires, words importing the singular include the plural and vice versa, and pronouns



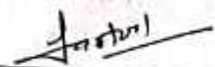






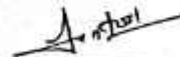
importing a gender include each of the masculine, feminine and neuter genders.

- (v) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be.
- (vi) Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.
- (vii) Reference to the word "include" shall be construed without limitation.
- (viii) The words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements and "direct or indirect" shall have the correlative meanings.
- (ix) If an act is required by this Agreement to be done on a given day and that day is not a Business Day then the act is required to be done on the next following Business Day.
- (x) Any word or phrase defined in the body of this Agreement as opposed to being defined in the definition section above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.



1. DEVELOPMENT OF THE PROJECT

- 1.1. Subject to the terms and conditions of the Agreement, the Developer agrees to develop, construct, and market the Project on the Project Land, at its sole cost and expense, and without requiring any other Party to contribute any amount towards the development, construction and marketing of the Project. The Developer shall commence the development of the Project from the date of RERA Approval and proposes to complete the development of the Project by **48 Months** from date of RERA Approval. If Project is not completed within stipulated end date, as above, a grace period of **12 Month** shall be available to the Developer for completion of the Development of the Project.
- 1.2. The Project shall be completed by the Developer in Phases as mentioned in Schedule II to this Agreement.
- 1.3. The Owners, in respect of such portion of the Project Land which is owned / possessed by them respectively, authorize the Developer to enter and access the Project Land for the purpose of development, construction and marketing of the Project provided that the Developer continues to perform its obligations under this Agreement.
- 1.4. Pursuant to clause 1.2, the Developer shall be entitled to enter upon the Project Land directly and/or indirectly through its associates, assignees, nominees, agents, managers, architects, consultants, representatives or contractors for the



Developer only and the Developer, may, authorize its usage by other Parties subject to sole, absolute and unfettered discretion of the Developer on such terms and conditions as deemed appropriate by the Developer in its sole discretion.

2. SECURITY DEPOSIT

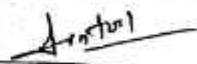
2.1. Payment of Security Deposit:

The Developer has provided a security deposit of INR 12,50,00,000 (INRTwelveCrores Fifty Lakhs only) ("Security Deposit") to the Owner through RTGS transfers.

2.2. The Security Deposit shall be adjusted against any future payments or consideration due from the Developer to the Owners, including but not limited to revenue sharing from the sale of units or other project proceeds.

2.3. In the event that the project is delayed, halted, or otherwise impacted due to any land-related disputes, including title disputes, ownership claims, or other legal issues pertaining to the land, or if the Owners defaults in any way that prevents the Developer from proceeding with the project, the Developer shall be entitled to full refund of the Security Deposit within 30 days of written notice to the Owners of the dispute or default.

2.4. If the Owners fails to refund the Security Deposit within 30 days of receiving written notice from the Developer, the Owners shall be liable to pay interest on the unpaid deposit



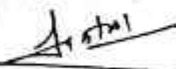
amount. The interest shall be calculated at the rate of 18% per annum from the date the refund was due (i.e., the 31st day after the notice) until the actual date of payment.

3. REVENUE SHARING ARRANGEMENT

3.1. Subject to the provisions of the Real Estate (Development and Regulation) Act, 2016 and rules issued there under, from time to time, the Parties agree that all revenues arising out of the Project shall be deposited into a collection account in the name of the Developer and in no other account. The Developer shall deal with the revenues generated from the Project in the following manner:

3.1.1. Total revenues of the project deposited into collection account shall be transferred to the RERA Designated account as per the terms and conditions decided by the developer with bank and shall only be utilized strictly in compliance with the provisions of the Real Estate (Development and Regulation) Act, 2016 and rules issued there under, from time to time, by the state government of Uttar Pradesh.

3.1.2. Subject to clause 3.1.1 above, the Total revenues of the Project except (i) GST paid by the buyers / allottees / occupants of the Units and (ii) Interest Free maintenance



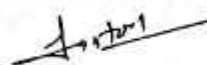
security and Sinking Fund, shall be divided amongst the Owners and Developer in the following ratio:

S.No.	Parties	Sharing Ratio
1	M/s YCL Infratech Private Limited	30% of Revenue as defined in clause 3.1.2 above
2	M/s SANTUARIO BLU PRIVATE LIMITED	70 % of Revenue as defined in clause 3.1.2 above

- 3.2. The distribution of the revenues (as determined under clause 3.1.2) of the Project as per the aforesaid clause shall take place through an escrow account mechanism which shall be entered into by the Parties in due course with clear and irrevocable instructions to the banker w.r.t the sharing ratio.
- 3.3. The distribution of the revenues (as determined under clause 3.1.2) shall take place on a monthly basis or at such interval as may be mutually agreed amongst the Parties.





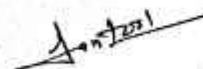




- 3.4. The Parties agree that reconciliation of accounts of the Project between the Parties shall take place on a quarterly basis.
- 3.5. In case any Party receives an amount in excess of its entitlement as per this Agreement, It shall immediately refund such excess amount to the Other Party.
- 3.6. Each Party shall bear and pay its own income tax arising out of income received by it pursuant to this Agreement and no Party shall bear and pay the income tax pertaining to any other Party in respect of income derived by such Party pursuant to this Agreement.
- 3.7. The GST, if applicable, on the arrangement set out in this Agreement shall be borne and paid by respective parties on its own share.
- 3.8. The price at which the developed Project will be sold/ transferred/ marketed by the Developer shall be decided basis mutual discussion and agreement between the Developer and the Owner.

4. MAINTENANCE OF THE PROJECT

- 4.1. The Parties agree that Developer or any other agency appointed by the Developer shall be responsible for the maintenance of common areas and other facilities of the Project till the time the Project is handed over to the welfare association(s) formed by the residents / occupants of the Project.



- 4.2. A separate agreement ("**Maintenance Agreement**"), for maintenance of the common area and other facilities of the Project, shall be executed between the Developer, concerned maintenance agency and the association of allottee(s) of the Units in the Project.

5.FINANCING FOR DEVELOPMENT OF THE PROJECT

- 5.1. The Developer shall be solely responsible for arranging finances for the development, construction and marketing of the Project without requiring the other Parties to contribute funds for the Project. Repayment of any such finances will be sole responsibility of Developer.
- 5.2. Subject to the terms and conditions of the Agreement, the Parties agree that they shall do all such acts, deeds and things, as may be required by the "Lender" in order to enable the Developer to raise finances for developing, construction and marketing of the Project.
- 5.3. The Developer shall not avail or be entitled to raise finances for the development of the Project by creating any sort of security\pledge \ interest over the Project Land, stock, or the Net Revenues or Receivables .

6.TITLE DOCUMENTS OF THE PROJECT LAND

- 6.1. The Owners shall handover the title documents in respect of the Project Land and the Owner shall handover the Approvals to a

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A handwritten signature in black ink is written above a horizontal line. Below the line is a dark, circular fingerprint.

mutually discussed and identified Custodian for safe custody and in order to enable the Developer/ Owner to ensure that there are no Encumbrances over the Project or the Project Land.

7. APPROVALS

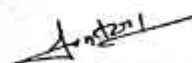
Both Parties shall be responsible for obtaining all necessary development related Approvals. The Owner shall be obligated to pay for the Approvals except expenses related to approvals with Uttar Pradesh RERA (Real Estate Regulation Authorities).

8. COVENANTS OF THE PARTIES

8.1. The Developer hereby covenants with other Parties as follows:

8.1.1. From the date of this Agreement, the Owners shall obtain, at its own cost and expense and without seeking any reimbursement from the Developer, any and all Approvals required under the Applicable Law for construction, development and marketing of the Project except approvals with Uttar Pradesh RERA (Real Estate Regulation Authorities)

8.1.2. From the date of this Agreement, the Developer shall pay all Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cess, penalties or other payments in respect of the Project Land which relate to a period post execution of this agreement and for the construction, development and marketing of the Project



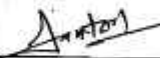
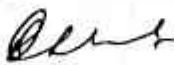
to any Governmental Authority or other statutory body or agency. Any Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cess, penalties or other payments in respect of the Project Land for the period prior to and including date of execution shall be borne and paid by the Owners in respect of the Project Land owned by them respectively. If the Developer pays any such amount on behalf of any Owner, the share of such an Owner in the Revenues of the Project shall be adjusted accordingly by the Developer.

- 8.1.3. The Developer shall use the Project Land only for the purpose of construction, development and marketing of the Project.
- 8.1.4. Except as otherwise agreed in this Agreement, the Developer shall not do or cause to be done any act, deed or thing which may result into imposition of any kind of Claims or liability, financial or otherwise, on the Owners or the Project Land or structures constructed thereon.
- 8.1.5. The Developer shall be responsible for and shall bear all the cost, charges and expenses of any nature whatsoever in relation to the construction, development, marketing, sale and maintenance of the Project.
- 8.1.6. The Developer shall provide all information and documents, as may be required by other Parties, relating to

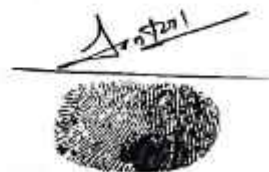


the Project to ensure that the Project is developed and constructed in compliance with Applicable Laws and the Developer is performing its obligations under this Agreement, in addition the above, the Developer shall provide Monthly updates to the Owners regarding status of construction and collections made by the Developer in respect of the Project.

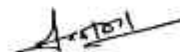
- 8.1.7. During the course of development, construction and marketing of the Project, the Developer shall protect the Project Land and structures constructed thereon and not allow any trespassers or encroachments on the Project Land or structure constructed thereon,
- 8.1.8. The Developer shall comply with all the Applicable Laws and the Approvals in development, construction and marketing of the Project over the Project Land.
- 8.1.9. For the purposes of compliance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules framed there under, the Developer shall be treated as the Promoter of the Project.
- 8.1.10 The Developer shall comply and duly and timely pay its liability on account of ESI , PF , GST , VAT , TDS , Labour Cess and any other operational tax and levies applicable on construction of the project .



- 8.1.11 The Developer shall not transfer the rights obtained under this Agreement without the prior written consent of the Owner.
- 8.2. The Owners, to the extent of Project Land owned by them respectively, agree and covenant with the Developer as follow:
- 8.2.1. In order to facilitate the construction, development and marketing of the Project and obtaining of Approvals by the Developer, the Owners shall, if required, execute irrevocable special power of attorney(ies) in favor of the Developer or any of its nominees for the purposes of representing them before the concerned Governmental Authorities.
- 8.2.2. The Owners shall also sign, seal and deliver such other documents as may reasonably be required by the Developer for the purpose of undertaking the construction, development and marketing of the Project and/or obtaining the Approvals by the Developer and/or for the purpose of transferring, leasing, licensing, assigning, alienating, or in any other manner dealing with or disposing off the building(s) and/or structures or facilities or part thereof constructed on the Project Land.
- 8.2.3. The Owners hereby permit the Developer to do all such acts, deeds and things as may reasonably be required for the

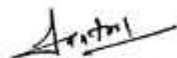
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construction, development and marketing of the Project including inviting tenders and offers for the purpose of construction, development and marketing of the Project, enter into contracts for supply of material, labour and for all other services and to engage architects, engineers, contractors, floriculturists, horticulturists, Landscapers and other person/s for the construction, development and marketing of the Project in accordance with the sanctioned plans for the Project and on such terms and conditions and for such remuneration as the Developer may deem fit and in general to enter into, make, sign, seal, execute, deliver, acknowledge and perform all engagements, contracts, documents, indenture, etc which are necessary for the development of the Project. Provided that, the Developer shall ensure that all arrangements/agreements between the Developer and other contractor / operator/person/entity for and in relation to construction, development and operation of the Project shall not be inconsistent with the terms of this Agreement. Provided further that the Developer shall be solely responsible for all payments to be made to any such contractor/operator/person/entity and shall indemnify and keep the other Parties indemnified and harmless from and against any and all Claims that they may incur or get exposed to, insofar as such Claims directly arise out of, in



any way relate to or result from the non-performance by the Developer of its obligations to any such contractor/ operator/ person/entity including nonpayment of any monies to such contractor/operator/person/entity,

- 8.2.4. The owner shall be obligated to maintain the permit and get it renewed from time to time, such that the progress of the Project is not adversely affected. However the cost for such renewals shall be borne and paid from the head of expenses of the Project, The owner shall not do or cause to be done or omit to do any act which may likely to have an adverse affect on the Project.
- 8.2.5. Any profit arising out of the operation of the Project shall be received by the Developer and shall be distributed by the Developer amongst the Parties as set out in the Agreement.
- 8.2.6. The Owners shall not sell/ mortgage/ alienate *OR* otherwise create any Encumbrance either on whole or part of the Project Land or structures constructed thereon, without prior written consent of the Developer except as provided in this Agreement;
- 8.2.7. The Owners shall not offer, directly or indirectly, the Project Land for development to any other Person except in case of termination of this Agreement or except as provided in this Agreement;



- 8.2.8. The Owners shall not undertake such acts which can have an adverse effect on the Project or the Project Land; or
- 8.2.9. The Owners shall, not do or omit to do any act or deed which may affect the validity of any of the Approvals.
- 8.2.10. The Owners undertake to appear and represent; as and when required by the Developer, before any Governmental Authority, and make necessary commitments and give undertaking (in consultation with the Developer), as may be required for all the purposes relating to development, construction and marketing of the Project as contained in this Agreement. The Owner shall not be obligated to create any security/ pledge/ transfer interest in the Project Land.
- 8.2.11. The Owners shall remove all the existing Encumbrances, if any, from the Project Land owned and possessed by them, promptly and at their own cost and expense

9. REPRESENTATIONS AND WARRANTIES

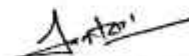
9.1. Each Party represents and warrants to the other-Party that:

- 9.1.1. it is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation



- 9.1.2. it has full power and authority to enter, execute and deliver this Agreement and to perform the actions contemplated hereby;
- 9.1.3. the execution and delivery of this Agreement and the performance of the actions contemplated herein has been duly authorized by all necessary corporate-or other actions of such Part.
- 9.1.4. this Agreement constitutes the legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms; and
- 9.1.5. the execution, delivery and performance of this Agreement by such Party and the performance of the actions contemplated hereby will not: (a) violate any provision of its organizational or governance documents; (b) require such Party to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental Authority (c) conflict with or result in any material breach or violation of any of the terms and conditions of/or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a Party or by which it is bound; (d) violate any order against, or binding upon it or upon its respective securities, properties or businesses; or (e) violate any Applicable Law.







- 9.1.6. The Owner represents and warrants to the Developer to the best of the knowledge of both the Parties and the owner in respect of a part of the Project Land owned by it that;
- (i) It has entered into registered Sale Deed with the existing land owners and is the lawful owner of a portion of the Project Land (in the manner set out in Annexure - 1 hereto), having good and marketable title thereto free from any Encumbrances;
 - (ii) It has not received any notice for acquisition or requisition of any portion of the Project Land which is owned by it;
 - (iii) Neither there is any pending condemnation or similar proceeding affecting the Project Land-which is owned by it nor it has any- knowledge that any such proceeding is contemplated in relation to portion of the Project Land owned by it;
 - (iv) There is no pending or threatened Litigation affecting portion of the Project Land owned by it;
 - (v) There is no contract, agreement, lease, power of attorney or any other document, other than this Agreement, executed by it in favour of any third party in. transferring in any manner any of its rights, title, interest in relation to such portion of the Project Land which is owned by it;
 - (vi) It has paid all the Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cess, penalties or other payments outstanding in respect of such

portion of Project Land which is owned by it to the concerned Governmental Authority or statutory body or agency;

- (vii) There are no tenants or occupants, authorized or unauthorized, on such portion of the Project Land owned by it and no other person has any claim in respect of the same:
- (viii) Such portion of the Project Land which is owned by it is not covered/ affected by any reservation or any governmental order which may have an adverse effect on such portion of Project Land.
- (ix) It has not done any act, matter or thing, which would or might constitute a breach of any orders, regulations and bye-laws (statutory or otherwise) made by the Governmental Authorities, from time to time, in respect of such portion of Project Land which is owned by it.
- (x) It has, at all times, complied with all Applicable Laws, in respect of such portion of the Project Land owned by it. It has not received any notice or other communication from any Governmental Authority in relation to such portion of the Project Land owned by it, from which it appears that it is in violation of any Applicable Law.
- (xi) The portion of Project Land owned by it is not subject to any outstanding liability for the payment of any outgoing of a recurring nature except municipal charges, water charges, sewerage charge and all such outgoings are paid up to the

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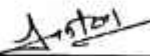
date of execution of this Agreement, and none is in dispute, and in case any such amount is found due after the date of this Agreement, it shall ensure that the same is paid in timely manner.

- 9.2. The Developer represents and warrants that it has the necessary and requisite financial and technical expertise to develop, construct and market the Project at its own cost and expense.
- 9.3. Each Party acknowledges that other Parties have entered into this Agreement on the basis of the representation and warranties provided by such Party, as contained in Clause 7 of this Agreement.
- 9.4. Each Party undertakes to notify the others in writing promptly, if it becomes aware of any fact, matter or circumstance, which would cause any of the representations or warranties given by it, to become untrue, inaccurate or misleading in any material respect.
- 9.5. Each Party represents and warrants to the others that the representations, warranties, undertakings, covenants and obligations of each Party to the others under this Agreement, constitute valid and sufficient consideration for each of the transactions envisaged under this Agreement.



- 9.6. Owner's Event of Default: Owner's Event of Default shall mean breach or violation by Owner of its warranty on the freehold title/ownership of the Project Site or any part thereof. It shall be construed as breach of Owner's warranty on the freehold title of Project Site in case of any of the following eventualities:
- 9.6.1. mortgage or assignment or creation of third party rights on the Project Site or part thereof during subsistence of this Agreement by Owner
 - 9.6.2. providing possession of Project Site or part thereof to a third party by way of lease, license or transfer of rights otherwise not mandated by this Agreement, or
 - 9.6.3. pronunciation of any decree or order or judgment of a court of law of competent jurisdiction clearly barring Owner of its existing legal right of title/ownership over part of the Project Site subject to third party claim and where such decree or order is final and not subject to pendency of further litigation or appeal; or

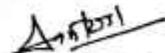
In any of the aforementioned eventualities, the Developer shall have the right to refund of investment and release of Security Deposit in case Owner fails to cure the said default/s within the period of 6 months. Notwithstanding



anything to the contrary, the onus of proving that Owner has breached/violated its warranty on freehold ownership of Project Site and that the event leading to the breach is final and conclusive shall lie with the Developer. The Developer shall not be entitled to claim the refund of investment and release of Security Deposit as aforementioned, in case the judicial proceeding/s prescribe an interim order or injunction against the title/ownership rights of Owner or where such judicial proceedings are in any manner not conclusive in nature. However, in such case of injunction or interim order, Owner shall provide extension in Development timelines.

10. INDEMNITY

- 10.1. Each of the Parties agree to indemnify, defend and hold harmless the other Party from and against any and all Claims (excluding consequential losses) suffered or incurred or which may be incurred by such Party arising at any time and in any manner whatsoever, including:
- 10.1.1. Any misrepresentation in, any matter inconsistent with, inaccuracy in, or breach of any representation or warranties made by the other Party; or
- 10.1.2. Any breach or non-performance (in whole or in part) by such Party of any of their covenants, agreements or obligations contained herein.



- 10.2. The Developer hereby agrees to indemnify, defend and hold harmless the other Parties on account of any Claims suffered or incurred or which may be incurred by the them 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 Project.
- 10.3. 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.

11. GOVERNING LAW AND JURISDICTION

- 11.1. This Agreement, its performance and any dispute or Claim arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of India.
- 11.2. All disputes or differences between Parties in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement ("Disputes"), shall at the first instance be resolved through good faith negotiations between the senior officials of the Patties to such Disputes, which negotiations shall begin promptly after a Party has delivered to the other



Party a written request for such consultation. If the Parties are unable to resolve the Dispute in question within 30 days of the commencement of such negotiations, then the Dispute shall, unless the Parties to such Dispute otherwise agree in writing, be referred to and finally resolved by arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996. Each of the Parties to the Dispute shall appoint one (1) arbitrator each and the two (2) arbitrators so appointed will appoint the third arbitrator. The Parties shall bear their own legal costs and expenses in relation to the arbitration proceedings conducted in accordance with this clause, including the fees and costs of the Arbitrator appointed by it, except that fees and costs of the presiding Arbitrator shall be borne equally by the Parties. The seat and venue of such arbitration shall be at **Noida (U.P.)** and the arbitration proceedings shall be conducted in English language. The arbitral award shall be in writing, shall state the reasons for the award, and shall be final and binding on the Parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

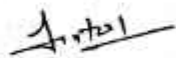
- 11.3. Subject to clause 9.2 above, the Parties irrevocably submit to the exclusive jurisdiction of the courts at Bareilly (U.P.) .

12. CONFIDENTIALITY

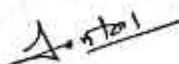
12.1. This Agreement, its existence and all information (in any form whatsoever) (collectively the "**Confidential Information**") exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and may not be disclosed to any third party. Each Party shall hold in strictest confidence, shall not use or disclose to any third Party, and shall take all necessary precautions to secure any Confidential Information, of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, consultants and representatives of a Party, who have been advised of their obligation with respect to Confidential Information. None of the Parties shall issue any press release or organize a press meet or make any public announcement on any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

12.1.1. is disclosed to employees, legal advisers, auditors and other consultants of a Party, on a need to know basis,



provided such persons undertake similar confidentiality obligations to those set forth herein;

- 12.1.2. is disclosed with the prior written consent of the Party who supplied the information;
- 12.1.3. is at the date this Agreement entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information, as a result of a breach of a confidentiality obligation;
- 12.1.4. is required to be disclosed pursuant to Applicable Law or is appropriate in connection with any necessary or desirable intimation to the Governmental Authority;
- 12.1.5. is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- 12.1.6. is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.
- 12.2. It is agreed that" the terms of this Agreement may be disclosed to any lender from whom the Developer is



intending to avail credit facilities for the development, construction and marketing of the Project and to the prospective customer(s) or any other person(s) interested in the Project.

13. NOTICE

- 13.1. Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by courier addressed to the Party concerned at the address stated in the array of the Parties or any other address subsequently notified to the other Parties for the purposes of this Agreement.
- 13.2. Any notice, approval, instruction or other communication shall be deemed to be effective in the case of personal delivery at the time of delivery and in case of delivery by courier or registered post after a period of 3 days from the date of dispatch and in the case of facsimile immediately after receipt of a transmission report confirming delivery (except that the court documents may not be served by facsimile).
- 13.3. By giving to the other party a written notice, the Parties hereto and their respective successors and assigns will have the right from time to time and at any time during the term







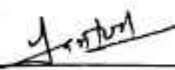
of this Agreement to change their respective addresses and each will have the right to specify as its address any other address.

- 13.4. the time of execution of the Agreement, the Parties shall provide each other with the coordinates where all correspondence relating to this Agreement shall be sent electronically through email or any other electronic mode on such address / coordinates as set out in Schedule- [2] hereto.

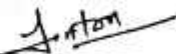
14. GENERAL

- 14.1. Except as otherwise set out in the Agreement, the Agreement is being entered into on a **principal to principal basis** by the Parties and shall not constitute the Developer as the legal representative or agent of the other Parties (being the Owners).
- 14.2. The Developer shall not have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Parties (except to the extent permitted under this Agreement). Except as may be specifically provided in this Agreement, the Owners shall not assume or be responsible for any liability or obligation of any nature of, or any liability or obligation that arises from any act or omission to act of, the Developer howsoever or whenever arising.



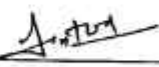

- 14.3. Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 14.4. This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.
- 14.5. No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.
- 14.6. Except as otherwise agreed in this Agreement, none of the Parties shall assign any or all of its rights arising out of this Agreement without written consent of the other Parties to this Agreement.
- 14.7. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.



- 14.8. Developer shall bear the costs and expenses (including stamp duty , legal costs and registration expenses) incurred in relation to the negotiation, preparation and execution of this Agreement and all other documents contemplated herein.
- 14.9. If any provision of this Agreement is invalid, unenforceable or prohibited by any Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 14.10. This Agreement shall endure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.
- 14.11. Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the actions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approval of any Government Authority is required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such approval.









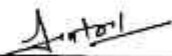
- 14.12. The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this document on behalf of the Parties for whom they are signing.
- 14.13. The Parties agree and acknowledge that the provisions of this Agreement are reasonable and are in accordance with the discussion between the Parties pertaining to the subject matter hereof.
- 14.14. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.

15. POWER OF ATTORNEY

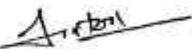
- 15.1. In consideration of Developer agreeing to develop the Project at its own cost and expenses and for performance of Owners' obligations under this Agreement, the Owners hereby, jointly and severally, authorize and constitute the Developer (including any person nominated and authorized by the Developer) as their attorney, on a sole, exclusive and irrevocable basis to undertake such actions as will be required by Developer, for and on behalf of the Owners to construct, develop and manage the Project on the Project Land, including to:



- 15.1.1. Submit applications to various Governmental Authorities, including the State Government, Government of India and their relevant ministries and departments, including Air Force, Airport Authority of India and concerned private utilities for obtaining any and all Approvals, orders, certificates, permissions, extensions, modifications, clearances and sanctions required in connection with full, free and uninterrupted development, construction, marketing and completion of the Project, including occupancy certificate and completion certificate and for obtaining water, sewer, electricity connection, or, any other service /utilities in relation to the Project;
- 15.1.2. develop the Project in accordance with the Applicable Laws and "sanctioned plan, by making construction/additions/alteration on the Project Land, after seeking permission from the concerned Government Authority in this regard, including appointment of sub-contractors to perform any of its obligations under the Agreement;
- 15.1.3. employ and/or engage, skilled and' unskilled, labour, workmen and personnel, to carry out the development, construction and marketing of the Project;



- 15.1.4. appear and represent the Owners before all Government Authority, make commitments and give undertaking except in relation to creation of any security\ pledge \ interest over the Project Land and/ or Net Revenues, as may be required for all or any of the purpose relating to development, construction and marketing of the Project as contained in the Agreement;
- 15.1.5. make applications for and on behalf of the Owners and appear and represent the Owners before all Government Authority, make commitments *and* give undertaking, as may be required for procurement of Purchasable FAR and do all things as the Developer may deem necessary to procure such Purchasable FAR;
- 15.5.6 sign and submit all papers, applications and document (or having the amalgamation, separation and mutation in relation to the Project and-Project Land, and if necessary, effected in all public records and to deal with the relevant Governmental Authority', to have such separation and mutation effected;
- 15.1.7. pay all outgoing (for and on account of the Owners), including municipal tax, rent, revenue and other charges whatsoever, payable in respect of the Project Land and receive refunds and other moneys including,



compensation of any nature, and to grant valid receipt and/or discharge thereof;

- 15.1.8. Accept notice and service of papers from any court, tribunal, postal and /or other Government Authorities and/or person in respect or in connection with the Project Land and the Project;
- 15.1.9. depose in any court of law or before any Government Authority, on behalf of and in the name of the Owners, in any matter concerning the Project or the Project Land;
- 15.1.10. to commence, prosecute, enforce, defend, answer or oppose all action or other legal proceedings, including any demands touching any of the matters aforesaid or any other matters relating to the Project or Project Land, and also if it thinks fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceeding aforesaid, before any court or other Governmental Authority;
- 15.1.11. make payment and/ or receive the refund of a deposits, scrutiny fees and/or other charges to and from, respectively, all Government Authorities and/or public/private utilities and/or banks/financial institutions, in connection with the development, construction and marketing of the Project; and

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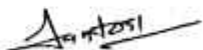
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- 15.1.12. make and file for insurance claims and other compensations, in respect of the built-up Project or "any part thereof, and the Project Land.
- 15.2. In consideration of Developer agreeing to develop the Project at its own cost and expenses and for performance of Owners' obligations under this Agreement, the Owners, hereby jointly and severally authorized and constitute the Developer (including any person nominated and/or authorized by the Developer) as their attorney, on a sole, exclusive and irrevocable basis to take all such actions, on behalf of the Owners that may be deemed necessary by the Developer for marketing and sale of any part or whole of the Project, including any Units of the Project, including to:
- 15.2.1. market, devise sale and marketing strategy and policy, call for booking, receive application and consideration from prospective buyer(s), setting up of customer care centers, site offices for client dealing etc. in respect of the marketing and sale of the Project, including Units;
- 15.2.2. erect sign board(s) on the Project Land or any part thereof, issue advertisements for the sale and marketing of the whole or part of the Projects, including Units, and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s, publish communication issue any press release or other







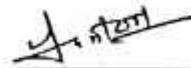


announcement and otherwise market the Project in any manner;

- 15.2.3. enter into agreement with prospective buyers(s) for sale of the Units (along with the common area, together with all rights, title and interest there in and thereto) or any part thereof along with the proportionate divided/ undivided share in the Project Land, for such consideration, as determined by the Developer, and on such terms and condition, as may be agreed, by and between the Developer and the prospective buyer(s), and to use the sale consideration received from the prospective buyer(s) in the manner set out in this Agreement and give to effectual receipts for the same and hand over possession/occupation thereof;
- 15.2.4. let or to give on lease or license the Units in full or in part to any intended tenant(s)/ lessee(s)/ licensee(s), and to recover and receive rent or any other charges, payments or dues under any such lease or license or enter into rent arrangement, to issue receipts thereof, under its own signatures and to enforce any of the terms and condition thereof;
- 15.2.5. for conveying the Projects, Units or any part thereof, sign, execute and deliver all agreements, deeds, documents and papers for and on behalf of the Owners; and to present any









or all of them for registration before the relevant authority, at all times, as may be necessary and admit execution of the said agreement, deeds, document, forms, declaration, statements and writing to be submitted at the time of registration of the said agreements, deeds, documents and papers, which may be required for fully, properly and effectually conveying/transferring any and all rights, title and interest in the Units or any part thereof;

15.2.6. appear before notary public, the Tehsildar, District Registrars, Sub-Registrars, Registrars of Assurance, Metropolitan and Executive Magistrates and all other Government Authorities, for and on behalf of the Owners, in connection with the registration of the aforesaid documents and enforcement of all powers and authorities, as contained in this Power of Attorney and execute and get the document registered;

15.2.7. deliver possession, title or ownership of any part of the common areas or other areas as may be required under applicable Laws to be delivered to the owners of the Units as a whole or to an association of the owners of the Units, such as resident welfare associations, and for such purposes, sign, execute and deliver all agreements, deeds, documents and papers for and on behalf of the Owners; and to present



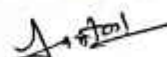
any or all of them for registration before the relevant authority, at all times, as may be necessary and admit execution of the said agreement, deeds, document, forms, declaration, statements and writing to be submitted at the time of registration of the said agreements, deeds, documents and papers, which may be required for fully, properly and effectually conveying/transferring any and all rights, title and interest in such common areas or other areas, as required under the applicable Laws; and

15.2.8. to receive any registered letters or any other documents in respect of the Projects, including Units and to grant proper and effectual receipts in respect thereof.

15.3. The Owner agree and undertake with the Developer, that they shall agree with, ratify and confirm all and whatsoever the Developer shall do or purport to do or cause to be done in accordance with the power of attorney conferred by the Owners on the Developers under Clauses 13.1 and 13.2. The Owners further agree, confirm and declare that the power and the authorizations granted to the Developer under Clauses 13.1 and 13.2 are powers and agency coupled with interest and are irrevocable. Owners further acknowledge that revocation of the authority conferred on the Developer under Clauses 13.1 and 13.2, shall cause irreparable damage to the Developer, which will not be compensated in terms of









money alone, and the Developer shall be entitled to seek specific performance of this Agreement, including its powers set out under this Clauses 13.1 and 13.2. agreed and understood by the Owners that in the event any Governmental Authority requires any act, thing or deed, to be done performed on part of the Owners for the purpose of giving effect to the transaction contemplated herein or for the development, construction and completion of the Project or for conveyance of the Developer Units to the allottees, despite the Owners having constituted the Developer as their Attorney/ accordance with Clauses 13.1 and 13.2, the Owners shall promptly provide any and all assistance, co-operation and support as may be requested by the Developer in regard to the aforesaid, including execution of any agreement/deed/ document.

16 TERMINATION

- 16.1. This Agreement may be terminated by mutual consent of all the Parties.
- 16.2. in case any of the Owner is desirous of opting out of this Agreement, it may do so by setting its land (set out in Annexure - 1 hereto) to any other Party (and on prior intimation to all Parties) to this Agreement at a price mutually agreed between the buying and the selling Party.









However, such a Party shall not sell its land to any person or entity who is not a party to this Agreement.

16.3 None of the Parties shall be entitled to terminate this Agreement; unilaterally, as a substantial investment is being made by all the Parties for the purpose of the Project.

16.4 The Power of Attorney in this Agreement shall also terminate simultaneously with the termination of this Agreement without requiring any other action the part of the Owners.

17. Confidentiality

(a) Confidentiality obligation - Subject to Clause 15(b) below, each Party agrees with the others that they will keep confidential and shall not disclose to any third Person any Confidential Information, which it holds or receives.

(b) Exceptions:

A Party may disclose Confidential Information:

(i) to the extent to which it is required to be disclosed pursuant to applicable Law, provided that if any disclosure is required to be made to appropriate regulatory authorities or by valid legal process, the disclosing Party must notify the other Party and a copy of every public announcement must be given to the other Party before any public disclosure is made;

A handwritten signature in black ink is written above a horizontal line. Below the line is a dark, circular fingerprint.

A handwritten signature in black ink is written above a horizontal line. Below the line is a dark, circular fingerprint.

- (ii) to the extent to which it is specifically permitted by the other Party in writing;
- (iii) to the extent that the Confidential Information is publicly available and not by way of a breach of an obligation to keep such information confidential; and
- (iv) to its affiliates, associate, employees and professional advisors, but only to the extent necessary and subject to such affiliates, employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause.

18. Counterparts

This Agreement shall be executed in three counterparts, all of which shall constitute and form one and the same instrument.

19. Severability

A provision contained in this Agreement is enforceable independent of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof.

Blue

Amal

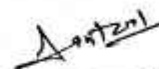


20. Alternative

If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect due to legal constraints under applicable Laws, the Parties shall make their best efforts to find out the best alternative to achieve the objective or result intended.

21. Waiver

The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect


_____
_____

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

Witnessed by:



Name:

Comp. By Me
Rajendra Singh Chhabra
Address: 133/A, Vasant Vihar, New Delhi
9837548856

For M/s YCL Infratech Private Limited

(Owner)

Name: Mr. Tejendra Singh Chhabra

Authorized Signatory



Witnessed by:



Name:

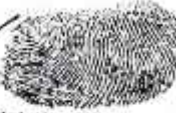
Comp. By Me
Jail Road, Bareilly
Address: 1236
9997711660

For Ms/ SANTUARIO BLU PRIVATE LIMITED

(Developer)

Name: Mr. Santosh Vishal

Authorized Signatory



हार्दिक कुमार कांत
बरेली
अनुवृत्ति सं. 23
01.09.2021

मुद्रित नाम



आवेदन सं०: 202500787054167

बही संख्या 1 जिल्द संख्या 16560 के पृष्ठ 65 से 168 तक क्रमांक 20561 पर
दिनांक 05/12/2025 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रवि प्रकाश वर्मा
उप निबंधक : सदर प्रथम
बरेली
05/12/2025

Schedule I**Complete Details of the Project Land**

The Owner owns the land measuring approximately 13800 meter i.e. 1.3800 hectare Situated at Village Karampur Chaudhary and Village Nagaria Kalan, Tehsil & District Bareilly, State Uttar Pradesh as per details.

S.no	Village	Khasra No	Area in Meter	Area in Hectre
1	Karampur Chaudhary	241-Part	3750	0.3750
2	Karampur Chaudhary	240	3220	0.3220
3	Karampur Chaudhary	239	3290	0.3290
4	Karampur Chaudhary	280/1	190	0.0190
5	Karampur Chaudhary	279/1- Part	875	0.0875
6	Karampur Chaudhary	242- Part	375	0.0375
7	Karampur Chaudhary	281/2- Part	150	0.0150
8	Nagaria Kalan	4/1- Part	203	0.0203
9	Nagaria Kalan	6/1- Part	281	0.0281
10	Nagaria Kalan	8/1- Part	397.5	0.03975
11	Nagaria Kalan	10- Part	440	0.0440
12	Nagaria Kalan	5- Part	75	0.0075
13	Nagaria Kalan	6/2- Part	60.5	0.00605
14	Nagaria Kalan	7/2- Part	58	0.0058
15	Nagaria Kalan	7/1- Part	435	0.0435
	Total		13800	1.3800



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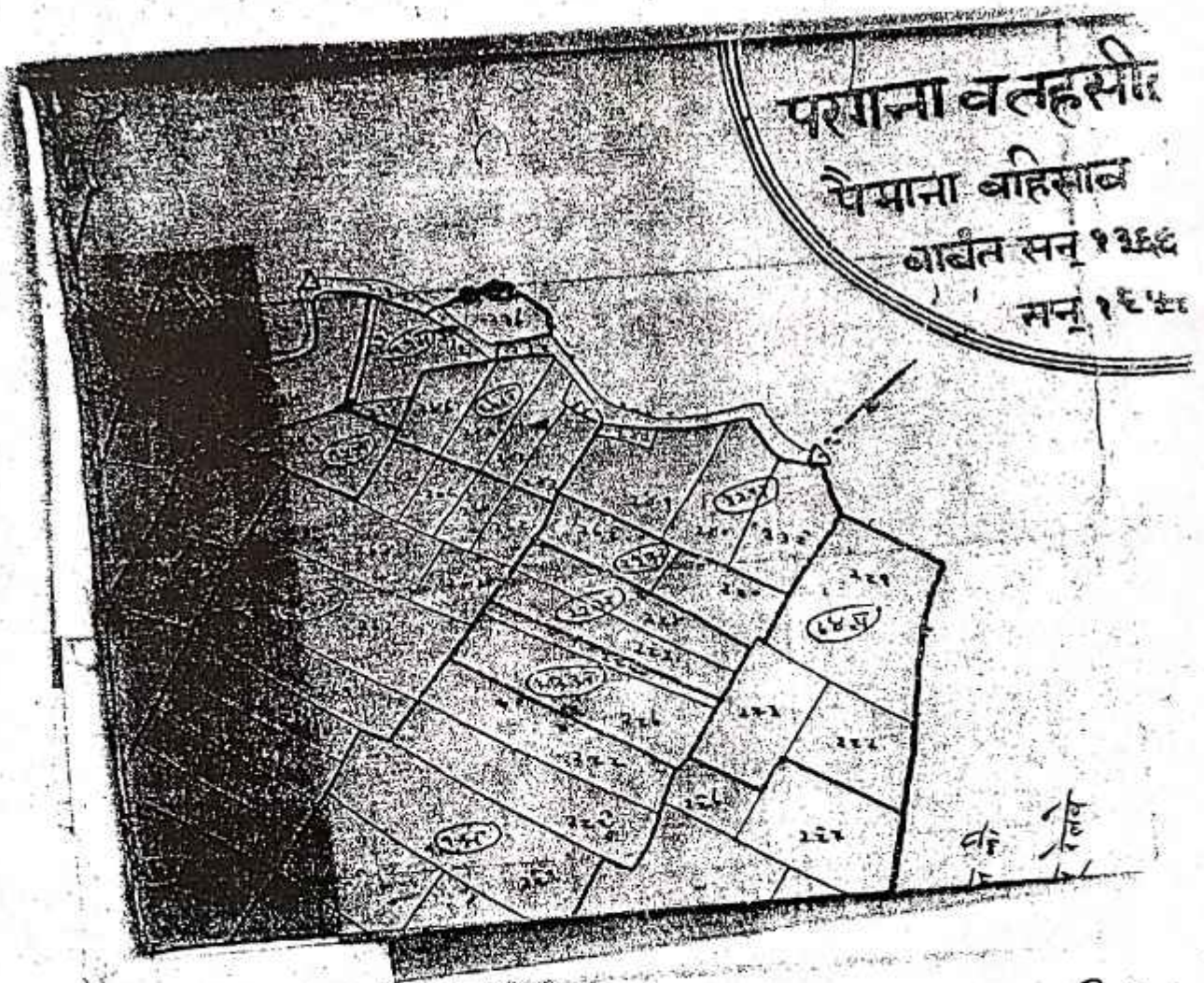
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જાણનાવખી બાદ જમિનનાં કાગળ બાંધપાટી બીજા
 વર્ષના 2000નો કાગળ

પ્રવિનક્ષત્ર. વાંદો સીંગલ રાજાદેવ પ્રાંતે.
 રજા નં 241, 240, 239, 238/1, 239/1, 242, 238/2
 ડિવીઝન 1, ઈ-2 કામો વગેરે પ્રાંતે

2

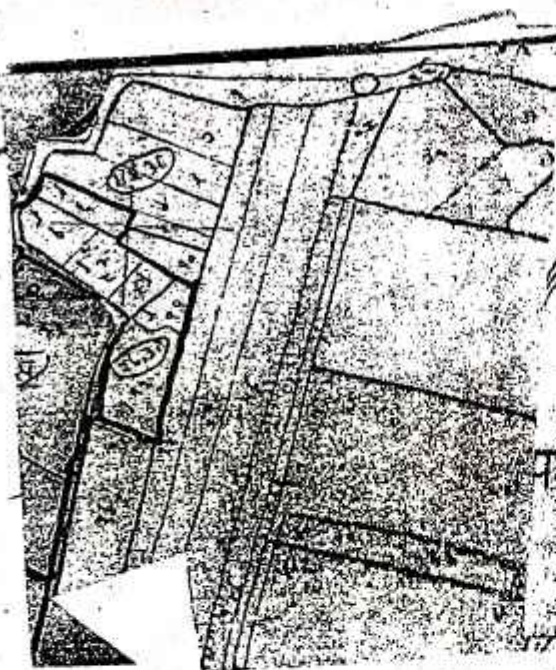


જાજી બાબા લઈને જઈને વાળી ગયા નાગીયા વાળી
 વાળી 200 પૌંડ રીંગના મે

પ્રવાસપત્ર વાઈ. સી. ઇલ. ડિપાર્ટમેન્ટ પ્રાંતિક

લિખિત તાર 6/1, 7/1 મેલે
 રીંગ પત્ર ૬૨ કારીયા - ૨૨૫ પ્રાંતિક

૩૦



ગવર્નમેન્ટ કોલેજ

ગ્રામ નગરિયા

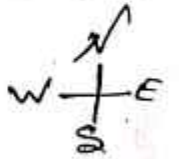
મહાનગર પાલિકા

જાલગણ સન ૧૯૬૫

જાણનારાઓની જાણ કરવા માટે જાહેર કરવામાં આવે છે કે
જો કોઈ ૨૦૦ મી. કિ.મી. અંતરે

પ્રથમ પસંદ - ૧ વાંચી નીં. ૧૫ ૩-૫૫૨૫ પ્રો. સિં
દ્વિતીય પસંદ - ૨ ૬૨૫૫૫૫૫૫ ૫૫૫ પ્રો. સિં

સેલ નં ૫/૧, ૬/૧, ૬/૨, ૭/૨, ૮/૧



Nala is situated to North of the Property

Anupama Chaudhary is situated to South of the Property

Archana Chaudhary is situated to West of the Property

Nanital road is situated to East of the Property

[Signature]



[Signature]

