



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP12497131363078T
Certificate Issued Date : 22-Jul-2021 12:07 PM
Account Reference : SHCIL (FI)/ upshcil01/ KANPUR/ UP-KNP
Unique Doc. Reference : SUBIN-UPUPSHCIL0113085233503399T
Purchased by : KANPUR INFRADEVELOPERS LLP
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : ARAZI NO.10 AND 11, SITUATED AT VILLAGE KHEORA KACHHAR, KANPUR NAGAR ADMEASURING OF 4000-SQMTR
Consideration Price (Rs.) :
First Party : REALISTIC INFRASTRUCTURE P LTD
Second Party : KANPUR INFRADEVELOPERS LLP
Stamp Duty Paid By : KANPUR INFRADEVELOPERS LLP
Stamp Duty Amount(Rs.) : 41,70,500
(Forty One Lakh Seventy Thousand Five Hundred only)



E STAMP LOCKED

-II, KANPUR NAGAR

-----Please write or type below this line-----



For Kanpur Infrastructure Private Limited

(Director)



For Kanpur Infrastructure Private Limited

LLP.

IC 0004402698

VOID VOID VOID

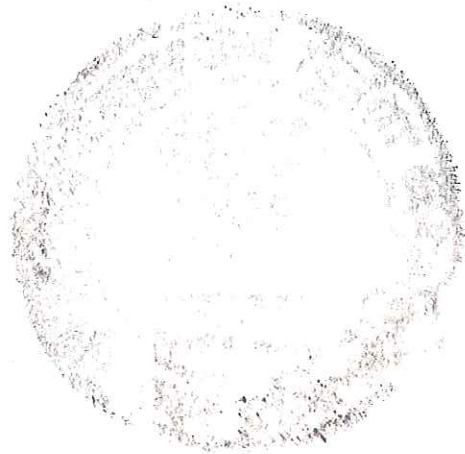
Statutory Alert:

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.

5401

1942

1943



1944

1945

1946

:: OM ::

NAME OF OFFICE : Sub-Registrar of Zone No.II
Kanpur Nagar

DATE OF EXECUTION : 22-07-2021

DATE OF PRESENTATION : 22-07-2021

NATURE OF DOCUMENT : **Joint Venture Agreement /Indenture**

DETAILS OF PROPERTY DEVELOPED:

1. Type of land : Residential
2. Ward area/Mohall/Village : Kheora Kachhar, Kanpur Nagar.
3. Premises/Plot No. : Arazi No.10 & 11, situated at Village Kheora Kachhar, Kanpur Nagar, admeasuring 4,000 Sq.Mtr.
4. Width of road : 30 Mtr. wide road
5. Boundary of Arazi No.10 & 11, Situated at Vill. Kheora Kachhar, Kanpur Nagar,
North : Boundary of Gram Kheora Katri
South : 30.00 meter wide road (Mainawati Marg)
East : Arazi No.12, Kheora Kachhar, Kanpur
West : Arazi No. 8 & 9, Kheora Kachhar, Kanpur

NUMBER OF FIRST PARTY : One

NUMBER OF SECOND PARTY : One

NAME OF THE FIRST PARTY :

REALISTIC INFRASTRUCTURE PRIVATE LIMITED CIN : U45400UP2010 PTC040153, a company having its registered office situated at 112/317, Swaroop Nagar, Kanpur – 208002, through its authorized Director, Shri Tarun Kumar Kheterpal S/o Shri Ram Lal Kheterpal R/o 112/317, Swaroop Nagar, Kanpur Nagar– 208002, duly authorized by the board of Directors meeting dated 22-06-2021.

For Realistic Infrastructure Private Limited

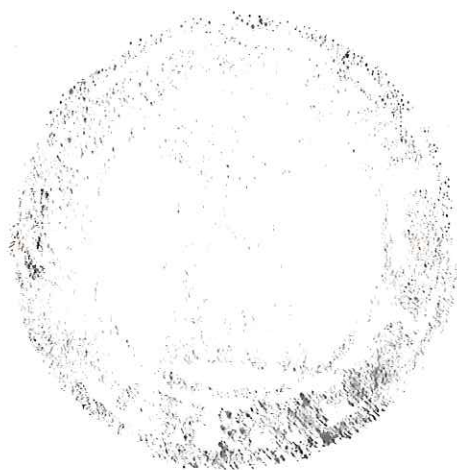


(Signature)
(Director)

For Kanpur Infradevelopers LLP.



(Signature)
Partner



10/20

Pan of Company : AAGCR6998F
Aadhaar No. of Tarun Kumar Kheterpal : XXXX XXXX 9069
Mob. No. of Tarun Kumar Kheterpal : 9935484444

NAME OF THE SECOND PARTY:

KANPUR INFRADEVELOPERS LLP, !LPIN : AAO-0919, Limited Liability Partnership having its registered office situated at 15/63, Rudra House, Civil Lines, Kanpur Nagar– 208001, through its authorized partner Shri Anoop Kumar Agrawal S/o Late Shri Jairam Das Agrawal R/o Flat No.906, Emerald Garden, 7/102, Swaroop Nagar, Kanpur Nagar, duly authorized vide meeting dated 22-06-2021.

PAN : AAUFG3450G
Aadhaar No. of Anoop Kumar Agarwal : XXXX XXXX 1999
Mob. No. of Anoop Kumar Agarwal : 9839080940


DETAILS OF PAYMENT OF STAMP DUTY :

1)	Land rate fixed by District Magistrate	: Rs.18,500/-Per Sq.Mtr. (As per Prarup-2+4) 15% additional towards near Mainawati Marg, hence Rs.21,275/- Per Sq.Mtr.
2)	30% reduced in the huge area	: Rs.14,892.50 Per Sq.mtr.
3)	Rate of Construction	: Nil (Open land)
4)	Cost of Land	: Rs.5,95,70,000/-
5)	Total Market Value	: Rs.5,95,70,000/-
6)	Stamp Duty Payable	: Rs.41,69,900/-
7)	Stamp duty paid	: Rs.41,70,500/-

Note: The Stamp duty payable i.e. Rs.41,70,500/- (Forty-One Lacs Seventy Thousand Five Hundred only) over this Joint Venture Agreement has been deposited through e-Stamp Certificate No.IN-UP12497131363078T issued dated 22-July-2021 at 12:07 PM issued from SHCIL(FI)/upshcil01/KANPUR/UP-KNP.

Note: This instrument is a builder agreement covered in section. 5(c) of Indian Stamp Act, 1899 Schedule 1(B), and chargeable as section 23(conveyance) of same act. Hence, all the provision laid down by collector in DM circle are as contained in clause 32 of "GENERAL INSTRUCTIONS" are applicable.

Note: The land-Owner/ First Party purchased the land in year 2011 and paid the stamp duty on applicable width of the road. Subsequently, the width of the road was been extended by KDA hence stamp duty on this agreement has been paid on the maximum width of the road.

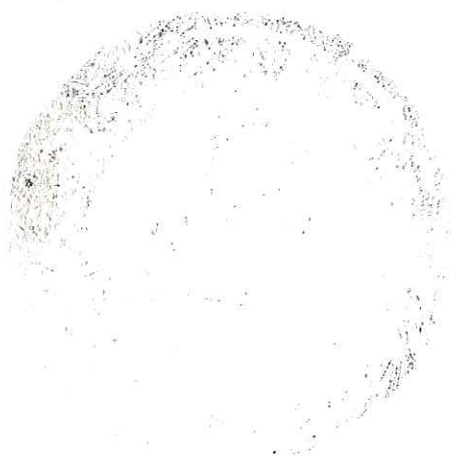
For Realistic Infrastructure Private Limited

 (Director)

3

For Kanpur InfraDevelopers LLP.

Partner





THIS JOINT VENTURE AGREEMENT is made on this 22nd day of the July, in the Year 2021.

BETWEEN

REALISTIC INFRASTRUCTURE PRIVATE LIMITED CIN : U45400UP2010 PTC040153, a company having its registered office situated at 112/317, Swaroop Nagar, Kanpur – 208002, through its authorized Director, Shri Tarun Kumar Kheterpal S/o Shri Ram Lal Kheterpal R/o 112/317, Swaroop Nagar, Kanpur Nagar– 208002, duly authorized by the board of Directors meeting dated 22-06-2021, hereinafter referred as FIRST PARTY/Land Owner, which expression shall mean and include his heirs, successors, assigns, representative of the FIRST PART.

AND

KANPUR INFRADEVELOPERS LLP, LLPIN : AAO-0919, Limited Liability Partnership having its registered office situated at 15/63, Rudra House, Civil Lines, Kanpur Nagar– 208001, through its authorized partner Shri Anoop Kumar Agrawal S/o Late Shri Jairam Das Agrawal R/o Flat No.906, Emerald Garden, 7/102, Swaroop Nagar, Kanpur Nagar, duly authorized vide meeting dated 22-06-2021, hereinafter referred as the SECOND PARTY/BUILDER, which expression shall unless repugnant to the context or meaning thereof, be deemed and include his legal heirs, successors, representative, assignees transferee of the OTHER PART.

PREAMBLE

The First Party is the absolute owner of Arazi No.10 & 11, situated at Village Kheora Kachhar, Kanpur Nagar, admeasuring 4,000 Sq.Mtr.

WHEREAS the First Party/ Land-Owner had purchased the land bearing Arazi No.10 & 11, Kheora Kachhar, Kanpur Nagar admeasuring 4,000.00 sq. mtr. through two sale deeds dated 20-04-2011 and 21-04-2011 from the erstwhile Owner Smt. Anuradha Khatri W/o Mr. Pankaj Khatri resident of 16/12, Civil Lines, Kanpur Nagar, in Village Kheora Kachhar, Pargana, Tehsil & District – Kanpur Nagar, now hereinafter referred to as the “**Subject Property**”, which are duly registered in the Office of Sub-Registrar Kanpur Nagar, the registration particulars are as follows :-

- 1) In Book No.I Volume No4845 at pages 209 to 234 at serial No.1814 on 20-04-2011
- 2) In Book No.I Volume No.4847 at pages 321 to 348 at serial No.1840 on 21-04-2011

For Realistic Infrastructure Private Limited



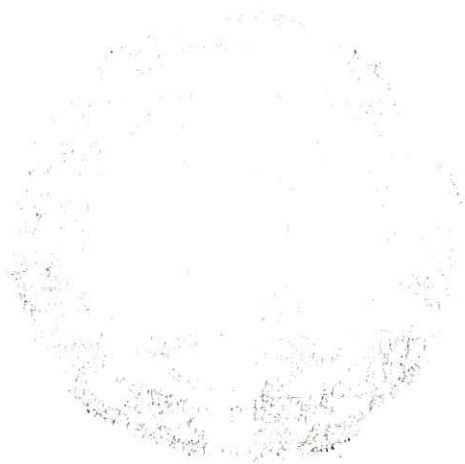
Tarun Kumar Kheterpal
(Director)

4

For Kanpur InfraDevelopers LLP.



[Signature]
Partner



AND WHEREAS the **Subject Property** is free from all sorts of mortgages, encumbrances, charges, attachments, sale or any prior agreement to sale and the First Party/ Land-Owner have not been restrained by any order of any Court of Law or any Competent Authority from alienating, transferring, assigning the Ownership rights in whole any part thereof and First Party/ Land-Owner has legal, valid and subsisting rights/ title over the **Subject Property**.

AND WHEREAS for planned development of city and to fulfill the residential requirement of middle segment of residents people of the town, the First Party/ Land-Owner have decided to construct High Rise Multi-Storied Building Complex/ Group Housing on the "**Subject Property**" but due to preoccupations in other business is unable to execute its wishes and therefore has approached to the second party/ builder/ developer to construct the High Rise Multi-Storied Building/ Group Housing Complex over the "**Subject Property**". The Second Party/ Builder/ Developer has adequate experience in this field has agreed and is ready to construct the same. Now both the parties have mutually decided to enter into a builder agreement on **revenue sharing basis**. The parties to this Joint Venture Agreement have mutually agreed and settled the terms and conditions but to avoid any future dispute and complications the same are reduced in writing as hereunder.

DEFINITIONS:

- I) **SUBJECT PROPERTY** : Arazi No.10 & 11, situated at Village Kheora Kachhar, Kanpur Nagar, admeasuring 4,000 Sq.Mtr., more fully shown in the map with orange color annexed herewith.
- II) **INTENDED OBJECTS**: means to construct High Rise Multi storied residential building Complex/Group Housing etc., as per norms prescribed by the Kanpur Development Authority, subject to the terms and conditions enumerated herein below.
- III) **FORCE MAJEURE**: means natural calamity, pandemic, restriction by any Government body, riots, shortage of materials, and obstructions in the construction by the Kanpur Development Authority (K.D.A) or any administrative authorities or due to unavoidable and unforeseen reasons beyond the control of the parties.
- IV) **RESPECTIVE SHARES** : That all **sale proceeds** received from prospective buyers for the

For Realistic Infrastructure Private Limited

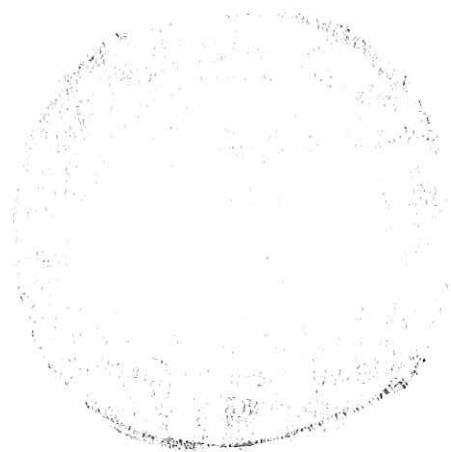

(Director)

5

For Kanpur Infradevelopers LLP.


Partner





units/ flat(s)/ shops constructed on the **Subject Property** of each and every class and category shall be shared between the First Party/ Land-Owner and the Second Party/ Builder/ Developer in the following ratio :-

First Party/ Land-Owner	:	30.00 %
Second Party/ Builder/ Developer	:	70.00 %

Second Party/ Builder/ Developer shall not charge any brokerage and marketing expenses on First Party/ Land-Owner entitlement. Further, in case of cancellation of flats/ units/ shops, First Party/ Land-Owner shall return their proportionate share in cancellation (which they have already collected) to the Second Party/ Builder/ Developer within 7 days so that payment can be made smoothly to the customer.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. **LAND OWNERS CONTRACTUAL OBLIGATIONS AND RIGHTS:**

- 1.1 That the First Party/ Land-Owner has assured the Second Party/ Builder/ Developer regarding their right, title, interest and possession over the **Subject Property** is absolute and marketable in all respect and this assurance of the First Party/ Land-Owner is accepted by the Second Party/ Builder/ Developer and is the basis of this Joint Venture Agreement. Further the First Party/ Land-Owner has assured the Second Party/ Builder/ Developer that no litigation is pending in any court of law in respect to the **Subject Property**.
- 1.2 That the First Party/ Land-Owner has not encumbered or charged or mortgaged the **Subject Property** in any manner at any place/ authority/ institution.
- 1.3 The First Party/ Land-Owner shall hand over the actual vacant and physical possession of the **Subject Property** to the Second Party/ Builder/ Developer at the time of execution and registration of the Builder Agreement. The First Party/ Land-Owner shall always ensure ingress & egress up to the **Subject Property**.
- 1.4 That the First Party/ Land-Owner shall be solely responsible for the valid title and possession of the **Subject Property**. In case, any dispute/ suits of any kind of nature originates/ comes in future because of which project work gets hampered or Second Party/ Builder/ Developer gets suffered from any authority/ customer or suffers any

For Realistic Infrastructure Private Limited



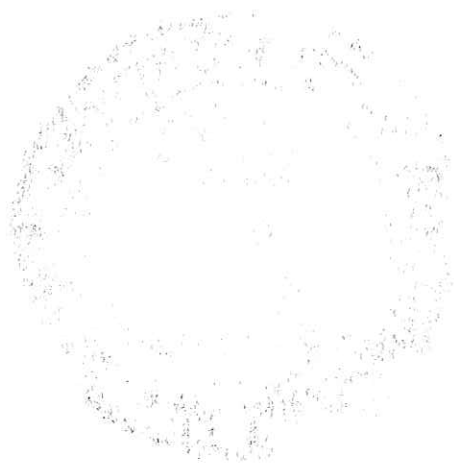
[Signature]
(Director)

6

For Kanpur Infradevelopers LLP.



[Signature]
Partner



loss due to any defect in the title and possession of the **Subject Property** or charge, etc then the First Party/ Land-Owner shall be bound to compensate the Second Party/ Builder/ Developer and reimburse all the costs incurred by the Second Party/ Builder/ Developer. If any litigation and/or claim arises against the First Party/ Land Owner in respect of title and possession of the whole or any part of the **Subject Property**, then all cost and expenses incurred in defending any action, legal proceedings or otherwise or meeting or satisfying the liability, shall be the liability of the First Party/ Land-Owner.

- 1.5 That the First Party/ Land-Owner shall not be responsible for any incident or accident happening on the site of construction and the Second Party/ Builder/ Developer shall be solely responsible for all the acts and deeds done by it.
- 1.6 That the share of the First Party/ Land-Owner shall be partly paid directly through Escrow Account & partly shall be paid by the Second Party/ Builder/ Developer. The First Party/ Land-Owner shall get 25.50% payment out of their share of 30.00% through Escrow Account and balance 4.50% shall be paid by the Second Party/ Builder/ Developer after adjustment of advance amount (in the manner as specified in clause 4.1 of this Joint Venture Agreement) and other adjustments, if any (cancellation amount or other amount) at the time of account settlement on monthly basis.
- 1.7 That the First Party/ Land-Owner shall not intervene or cause any disturbance on site in the construction work. Second Party/ Builder/ Developer shall always reserve the right to change the elevation and project design for the best interest of the project.
- 1.8 That the First Party/ Land-Owner has assured the Second Party/ Builder/ Developer that it has already obtained the NOC/ permission from the Office of Executive Engineer-Lower Ganga Canal – Kanpur Block (Irrigation Department) to construct a culvert outside the boundary of the **Subject Property** which would be the only medium to reach the **Subject Property**. It will be the responsibility of the Second Party/ Builder/ Developer to construct the culvert at its own cost and expense. In case any renewal of the NOC/ permission is required/ demanded at any stage, the same shall be get done by the First Party/ Land-Owner at its own cost and expense.

For Realistic Infrastructure Private Limited



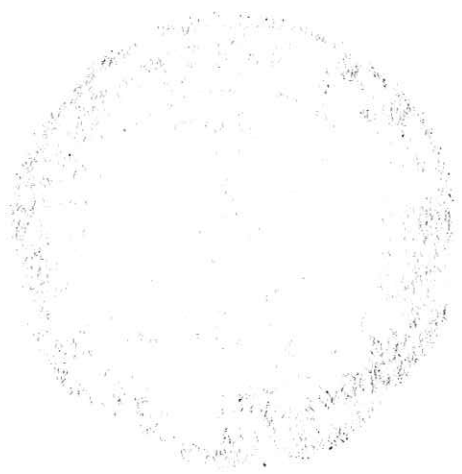
J. K. Khosla
(Director)

7

For Kanpur Infradevelopers LLP.



[Signature]
Partner



- 1.9 That only the First Party/ Land-Owner shall be liable to pay all dues, rent, municipal taxes, labour-cess, GST and any other related taxes, etc of any Authority or body towards the **Subject Property** up to the date of signing and execution of Builder Agreement. Further the First Party/ Land-Owner shall provide the clean plain land without any obstacles/ temporary constructions, trees, etc to the Second Party/ Builder/ Developer. Further in case there is a change in the constitution of the First Party/ Land-Owner and because of which any liability/ demand comes from any Authority/ Department then the same shall be solely borne by the First Party/ Land-Owner.
- 1.10 That in case any litigation/ dispute/ suits/ obstruction of any kind of nature originates/ comes under notice in future and because of which project gets stalled for a period exceeding 6 months then it will be at the discretion of the Second Party/ Builder/ Developer to whether or not to continue with the Joint Venture Agreement. In such case, First Party/ Land-Owner shall be bound to refund to the Second Party/ Builder/ Developer, the entire advance money, if any, received by them, either by prospective customers or balance unadjusted advance given by the Second Party/ Builder/ Developer along with all the cost and expenses incurred on the project till that date over the **Subject Property** including stamp duty & registration charges spend by the Second Party/ Builder/ Developer. The money shall be refunded within 3 months of intimation along with interest @12% p.a.

2. **SECOND PARTY BUILDER/DEVELOPER CONTRACTUAL OBLIGATIONS AND RIGHTS**

- 2.1 That the Second Party/ Builder/ Developer will get prepare the proposed map for the construction of High Rise Multi-Storied Building Complex/ Group Housing over the **Subject Property** and will incur all cost regarding its sanction except development charges/ betterment charges and shelter fees which shall be always borne by the First Party/ Land-Owner.
- 2.2 That the Second Party/ Builder/ Developer shall obtain No Objection Certificate(s)/ Permissions, as and when required from the various concerned department such as Kanpur Development Authority, Kanpur Nagar Nigam, Jal-Kal Vibhag, KESCO, Fire Department, MOEF etc at its own cost and expenses and the First Party/ Land-Owner

For Realistic Infrastructure Private Limited



[Signature]
(Director)

8

For Kanpur Infradevelopers LLP.



[Signature]
Partner



shall co-operate in all respects and shall sign all the relevant papers, applications, affidavits, documents, etc in this regard and the First Party/ Land-Owner will also make personal appearance's before the concerned authorities to give its consent, if any.

- 2.3 That the Second Party/ Builder/ Developer shall construct the project over the **Subject Property** on its own cost and expenses including labour-cess and other incidental taxes relating to construction and shall also arrange all building material, equipments, engage labour, supervisors, Engineers, Architects, etc. The Second Party/ Builder/ Developer shall be entitled to raise construction either itself or through some other agencies/ contractors, who shall work for the Second Party/ Builder/ Developer, whose charges shall be payable by the Second Party/ Builder/ Developer alone. The Second Party/ Builder/ Developer shall be principal employer for all purposes.
- 2.4 That the Second Party/ Builder/ Developer shall construct the High Rise Multi-Storied Building Complex as per Building plan approved by Kanpur Development Authority comprising of lifts, staircase, etc and shall provide parking space required and all other common amenities and facilities therein within the **Subject Property** like water, sewer, electric connection and also connect such services with the main lines at its own cost and expenses.
- 2.5 That the Second Party/ Builder/ Developer assures the First Party/ Land-Owner that the Second Party/ Builder/ Developer shall construct the project over **Subject Property** and that the construction quality shall be good. The Second Party/ Builder/ Developer shall adhere to Government policies and the relevant BIS/ IS codes, guidelines and practices relating to earthquake resistant construction in the development and construction works. Second Party/ Builder/ Developer shall share the chart showing total saleable area with the First Party/ Land-Owner.
- 2.6 That the Second Party/ Builder/ Developer shall construct the project at the **Subject Property** as per sanctioned Building Plan. In case it is unanimously agreed between both the parties to go for purchasable FAR then the cost and expenses of purchasable FAR (both departmental and other incidental expenses including liaisoning cost, if

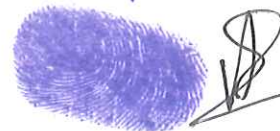
For Realistic Infrastructure Private Limited



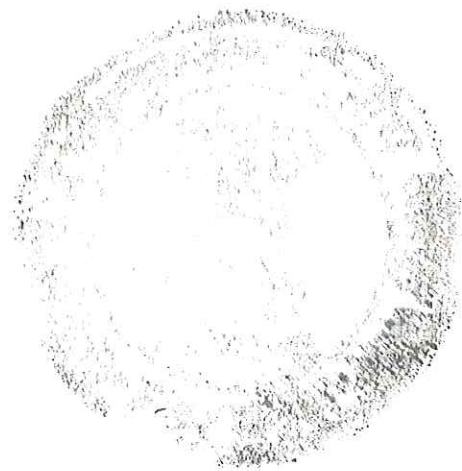
J. Khanna
(Director)

9

For Kanpur Infradevelopers LLP.



Partner



any) along with cost of purchasable FAR, development charges/ betterment charges and shelter fees shall be borne by the First Party/ Land Owner. Second Party/ Builder/ Developer shall bear only the cost of balance map fees in case of map approval with purchasable FAR.

2.7 That the Second Party/ Builder/ Developer shall collect and will be liable for payment of GST on account of sales/ collection of flats/ shops.

3. **PERIOD FOR COMPLETION OF PROJECT :**

3.1 That the Second Party/ Builder/ Developer shall submit the copy of map for sanction with Kanpur Development Authority within 4 months from the date of this Joint Venture Agreement. Further, the Second Party/ Builder/ Developer shall commence the construction activity within 3 months from the date of map sanction i.e., release of Permit Form. Further the Second Party/ Builder/ Developer must complete the construction over the **Subject Property** within 4 years from the date of map sanction. Further, the Second Party/ Builder/ Developer shall be entitled to have a grace period of 1 year over and above the total time line of 4 years to complete the construction of the project. The above timelines will increase in case of force majeure conditions [] including any change in any government policy like COVID-19, etc. or any delay because of duty/ obligation/ defect on the part of the First Party/ Land-Owner.

4. **DEPOSIT OF REFUNDABLE/ ADJUSTABLE SECURITY AMOUNT FOR DUE COMPLIANCE OF THIS JOINT VENTURE AGREEMENT :**

4.1 That the Second Party/ Builder/ Developer has paid a sum of **Rs.50,00,000/- (Rupees Fifty Lakhs Only)** to the First Party/ Land-Owner at the time of signing of this Joint Venture Agreement through account payee cheque bearing no.218573 for Rs.11,000/- and account payee cheque bearing no.218578 for Rs.49,89,000/- both drawn on State Bank of India, Kanpur for which the First Party/ Land-Owner acknowledges this payment. Further the Second Party/ Builder/ Developer hereby confirms that it will pay further **Rs.50,00,000/-(Rupees Fifty Lakhs Only)** within 90 days from the date of receipt of RERA registration of the project. Further on behalf of the First Party/ Land-Owner, the Second Party/ Builder/ Developer has agreed to pay

For Realistic Infrastructure Private Limited



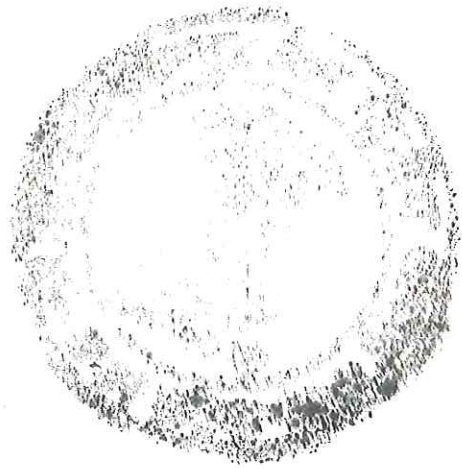
J. K. Chhetri
(Director)

10

For Kanpur Infradevelopers LLP.



[Signature]
Partner



the dues in respect to development charges/ betterment charges and shelter fees payable to Kanpur Development Authority at the time of approval of map and First Party/ Land-Owner proportionate share in the cost of stamp duty & registration charges of this Joint Venture Agreement. These payments shall also be treated as advance payment against the Joint Venture Agreement. The total amount of advance **Rs.1,00,00,000/- (Rupees One Crores Only) plus the payment made for development charges/ betterment charges, shelter fees and proportionate cost of stamp duty and registration charges of this Joint Venture Agreement** shall be adjusted with the advances that will be received from prospective buyers/ customers @ 15% on each payment of the First Party/ Land-Owner share. Since First Party/ Land-Owner will get some part of their share directly through escrow account hence any shortfall (due to cancellation or any other reason) which comes after account settlement (to be done on monthly basis) shall be refunded by First Party/ Land-Owner to the Second Party/ Builder/ Developer on monthly basis promptly.

5 **GENERAL :**

5.1 That after issuance of completion certificate, both the parties to this Joint Venture Agreement may mutually decide to divide the unsold flats between themselves in the following ratio :

First Party/ Land-Owner	:	30.00 %
Second Party/ Builder/ Developer	:	70.00 %

On division, if any liability originates in respect of stamp duty then the same shall be borne by the parties concerned for their respective share of flats. After division all rights to transfer these flat(s)/ unit(s) shall vest with the party to whom those flats are vested through the supplementary agreement. In such case, both the parties will have the exclusive right to transfer and execute sale deeds for their respective construction and proportionate land area in favour of their respective customers. However on such division, First Party/ Land-Owner shall be allotted only one car parking per flat. Also in this case, the First Party/ Land-Owner shall also be liable to pay to the Second Party/ Builder/ Developer, all other extra charges, if any, which is being charged by other customers. Also, if on division, one of the flat could not be divided (due to area

For Realistic Infrastructure Private Limited



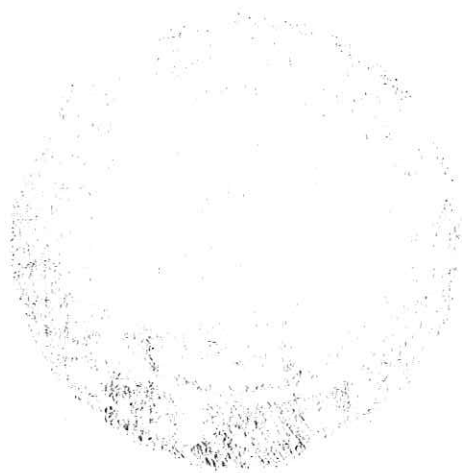
J. K. Khelvi
(Director)

11

For Kanpur Infradevelopers LLP.



[Signature]
Partner



difference) between the parties to this Joint Venture agreement, as per the above mentioned ratio, then either of the party can take that particular flat and shall settle the difference either in cash or in kind on then prevailing market rate per square feet. However, unless the flats are divided as specified above, all selling right will vest solely with Second Party/ Builder/ Developer as specified at clause 5.5 below.

- 5.2 That in case, the total advance amount specified in clause 4.1, does not gets fully adjusted out of sale proceeds till the date of issuance of completion certificate of the project then the First Party/ Land-Owner shall refund the unadjusted advance to the Second Party/ Builder/ Developer within 30 days from the date of issuance of completion certificate without any interest. In case of delay, interest @12% shall be charged on unadjusted amount and the Second Party/ Builder/ Developer shall be entitled to adjust the unadjusted advance along with interest from all further collections/ sale proceeds.
- 5.3 That entire development or marketing of the project shall be done under the branding of Second Party/ Builder/ Developer only.
- 5.4 That after completion of the construction and receiving of completion certificate from the competent Authority all dues, rent, municipal taxes, maintenance cost, GST and any other taxes, etc of any Authority or body on the unsold flats/ shops from the date of receipt of completion certificate shall be borne by the First Party/ Land-Owner & Second Party/ Builder/ Developer in their respective ratio of Builder Agreement. Both the parties shall reimburse the same to each other in case any party bears the cost over and above their respective ratio of Joint Venture Agreement.
- 5.5 That by virtue of this Joint Venture agreement, the sole selling rights of the project i.e. land with superstructure have been given/transferred to the Second Party/ Builder/ Developer, as per its choice and discretion, for smooth implementation thereof, the First Party/ Land-owner hereby irrevocably and perpetually authorizes the Second Party/ Builder/ Developer to execute the Agreements to Sale, Sale Deeds, Lease Deeds or any other transfer deeds for the Flat(s)/ Unit(s)/ Shop(s) constructed over the **subject property**, super structure along with undivided proportionate share of land out of gross land of the **subject property**, to be executed in favour of prospective

For Realistic Infrastructure Private Limited



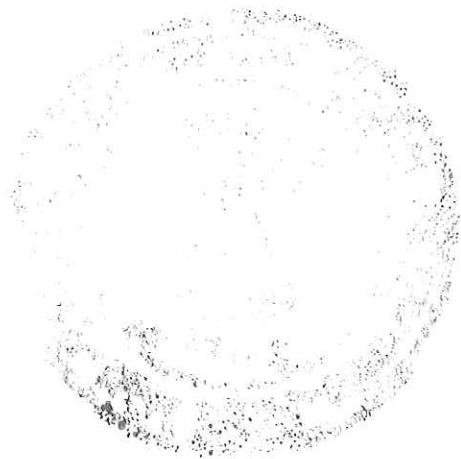
J. K. Khelwal
(Director)

12

For Kanpur Infradevelopers LLP.



Partner



purchaser/s and or transferee/s. The sale deeds or other conveyance document will convey perfect title upon the prospective purchasers and same will be binding upon the land owner/First Party. Provided in case of occurrence of any eventuality as contained in clause 5.1 of this Joint Venture Agreement, the rights to sell and book the constructed area, undivided share in the land will be confined and restricted upto the flat(s)/Units/shop(s) vested to each party as per covenants contained in this Joint Venture Agreement.

- 5.6 That this Joint Venture Agreement has been entered into by the parties hereto on principal to principal basis and it shall not be treated as a Partnership Agreement or as Association of the Persons.
- 5.7 That the terms and conditions of this Joint Venture Agreement may be altered, changed and added with mutual consent of the First Party/ Land-Owner and the Second Party/ Builder/ Developer in writing, if any further terms and conditions are settled between the First Party/ Land-Owner and the Second Party/ Builder/ Developer, the same shall be read as part of this Joint Venture Agreement and shall be binding upon the parties.
- 5.8 That the stamp duty & entire expenses for the execution and registration of proposed Joint Venture Agreement shall be borne by the First Party/ Land-Owner and the Second Party/ Builder/ Developer in the ratio of 30:70 respectively.
- 5.9 That the First Party/ Land-Owner and Second Party/ Builder/ Developer shall be liable to pay income tax and other fiscal liabilities for their respective share of area / value / proceeds thereof from the project.

6 ARBITRATION

That if any dispute arises between the First Party/ Land-Owner and the Second Party/ Builder/ Developer, the same shall be referred to the arbitration and the First Party/ Land-Owner and the Second Party/ Builder/ Developer to this Joint Venture Agreement shall each have right to appoint one arbitrator and the appointed arbitrators shall choose a third arbitrator. However, in case the First Party/ Land-Owner and the Second Party/ Builder/ Developer agree upon, they can appoint a sole arbitrator. In any case, the decision of the arbitrators/ sole arbitrator shall be binding upon the parties to this Joint Venture Agreement. The arbitration proceedings shall be governed by the Arbitration &

For Realistic Infrastructure Private Limited



J. K. Khetani
(Director)

13

For Kanpur Infradevelopers LLP.



[Signature]
Partner

आवेदन सं०: 202100849041448

विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 6494

वर्ष: 2021

प्रतिफल- 0 स्टाम्प शुल्क- 4170500 बाजारी मूल्य - 59570000 पंजीकरण शुल्क - 595700 प्रतिलिपिकरण शुल्क - 100 योग : 595800

श्री कानपुर इंफ्राडेवेलपर्स एल एल पी द्वारा

अनूप कुमार अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,

पुत्र श्री र. व. जयराम दास अग्रवाल

व्यवसाय : अन्य

निवासी: फ्लैट न.906 एमराल्ड गार्डन 7/102 स्वरूप नगर कानपुर XXXX XXXX
1999



श्री कानपुर इंफ्राडेवेलपर्स एल एल पी द्वारा

अनूप कुमार अग्रवाल अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक

22/07/2021 एवं 03:55:16 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस०बी०चन्द्रा उपनिबंधक जौन-२ कानपुर नगर।

उप निबंधक :सदर द्वितीय

कानपुर नगर

22/07/2021

संजय रावत सदर द्वितीय कानपुर नगर।

निबंधक लिपिक



Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being enforce.

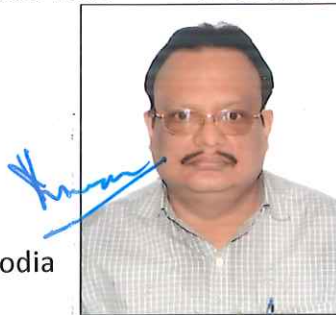
IN WITNESS WHEREOF the parties to this JOINT VENTURE AGREEMENT with their respective free-will without any undue influence or coercion after taking due advice from their well-wishers and advisors and after reading and understanding the terms and conditions written hereinabove have signed in this Joint Venture Agreement in presence of witness on the day, month and year first above written.

WITNESSES :-

FIRST PARTY/ LAND OWNER

Photograph of Witness No.1

For REALISTIC INFRASTRUCTURE PRIVATE LIMITED



Name : Prakash Kanodia
S/o Shri C.L Kanodia

R/o : 7/189, Shyam Vatika, Swaroop Nagar, Kanpur
Aadhaar No. XXXX XXXX 8917
Mob.No.9839085062

For Realistic Infrastructure Private Limited

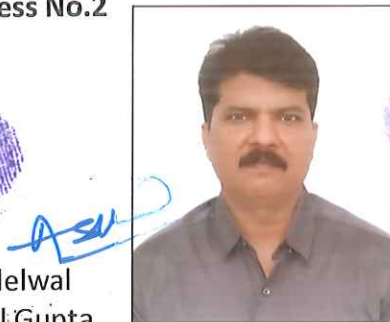
(Director)

**TARUN KUMAR KHETERPAL
(DIRECTOR)**

SECOND PARTY/ BUILDER/ DEVELOPER

Photograph of Witness No.2

**For KANPUR INFRADEVELOPERS LLP
For Kanpur Infradevelopers LLP.**



Name : Ashok Khandelwal
S/o Shri Damodar Lal Gupta

R/o : 111/367, Ashok Nagar, R.K. Nagar, Kanpur
Aadhaar No. XXXX XXXX 7738
Mob.No.9839085645

Partner

**ANOOP KUMAR AGRAWAL
(PARTNER)**



**STEADFAST
LEGALESE JURIS**

(Sarvesh Chandra Dubey)
Advocate

आवेदन सं०: 202100849041448

बही सं०: 1

रजिस्ट्रेशन सं०: 6494

वर्ष: 2021

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

विक्रेता: 1

श्री रियलिस्टिक इंफ्रास्ट्रक्चर प्रा लि. के द्वारा तरुण कुमार
खेत्रपाल, पुत्र श्री राम लाल खेत्रपाल
निवासी: 112/317 स्वरूप नगर कानपुर XXXX XXXX
9069
व्यवसाय: अन्य
क्रेता: 1



श्री कानपुर इंफ्राडेवलपर्स एल एल पी के द्वारा अनूप कुमार
अग्रवाल, पुत्र श्री स्व. जयराम दास अग्रवाल
निवासी: फ्लैट न.906 एमराल्ड गार्डन 7/102 स्वरूप नगर
कानपुर XXXX XXXX 1999
व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान
पहचानकर्ता: 1

श्री प्रकाश कानोडिया, पुत्र श्री सी एल कानोडिया
निवासी: 7/189 स्वरूप नगर कानपुर XXX XXXXX 8917
व्यवसाय: अन्य
पहचानकर्ता: 2



श्री अशोक खण्डेलवाल, पुत्र श्री दामोदर लाल गुप्ता
निवासी: 111/367 अशोक नगर आर के नगर कानपुर
XXXXXXXXX 7738
व्यवसाय: अन्य



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

एस०बी० चन्द्रा उपनिबंधक जीन-२ कानपुर
नगर।
उप निबंधक: सदर द्वितीय
कानपुर नगर

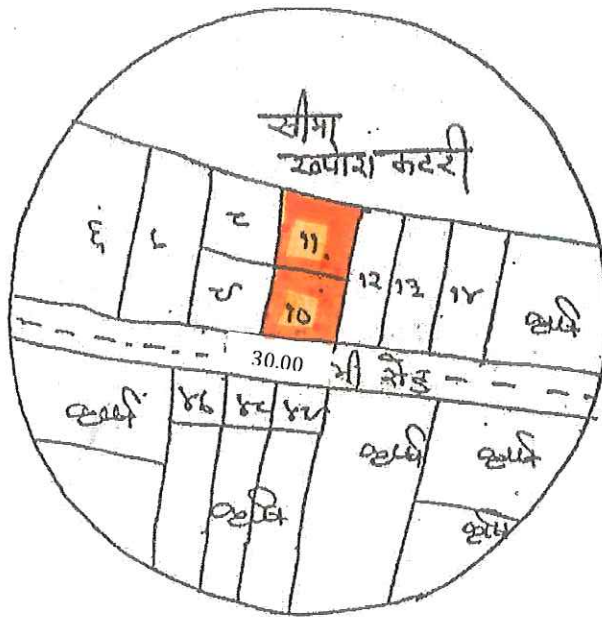
ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार
लिए गए हैं।
टिप्पणी:

संजय रावत सदर द्वितीय कानपुर नगर।
निबंधक लिपिक

SITE PLAN OF ARAZI NO.10 & 11, SITUATED AT VILLAGE KHEORA
KACHHAR KANPUR NAGAR.

ADMEASURING

: 4000 SQ.MTR.



For Realistic Infrastructure Private Limited

 *J. Kheora*
(Director)

For Kanpur Infradevelopers LLP.

 *[Signature]*
Partner

SIGNATURE OF FIRST PARTY

SIGNATURE OF SECOND PARTY

आवेदन सं०: 202100849041448

बही संख्या 1 जिल्द संख्या 11185 के पृष्ठ 93 से 124 तक क्रमांक
6494 पर दिनांक 22/07/2021 को रजिस्ट्रीकृत किया गया।

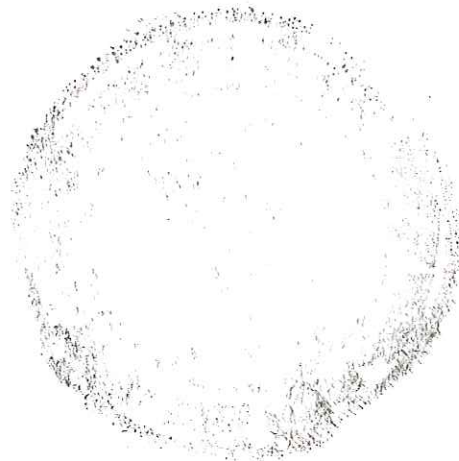
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एस०बी०चन्द्रा उपनिबंधक जोन-2 कानपुर नगर।

उप निबंधक : सदर द्वितीय

कानपुर नगर

22/07/2021



PHOTOGRAPH OF OF ARAZI NO.10 & 11, SITUATED AT VILLAGE KHEORA KACHAR KANPUR NAGAR



For Realistic Infrastructure Private Limited



J. K. Khera
(Director)

SIGNATURE OF FIRST PARTY

For Kanpur Infradevelopers LLP.



[Handwritten Signature]

Partner

SIGNATURE OF SECOND PARTY

