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उत्तर प्रदेश UTTAR PRADESH



BF-696958

16 FEB 2019



Ward - Mankameshwar  
Stamp Duty - Rs. 1000/-

**DEVELOPMENT AGREEMENT – REVENUE  
SHARING MODEL**

This DEVELOPMENT AGREEMENT– REVENUE SHARING MODEL is executed at **Lucknow** on this 12.03.2019 ("Execution Date") by and between:

- (1) **M/s Devshila Infrazone LLP**, a limited liability partnership incorporated under the LLP Act, 2008, having its registered office at 422, Ahamaui, In front of Police

For Devshila Infrazone LLP

मनो ज

Partner

WALSON INFRAREAL

Authorised Signatory

For Excella Infrazone LLP

Partner

ABC Infrapromoters Pvt. Ltd.

Authorised Signatory

ABC INFRAREAL PVT. LTD.  
ABC Infrazone Pvt. Ltd.

Authorised Signatory



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12/18/19

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12/18/19

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SL No	Bahi	Khand	Pages	Date of Registration	Name & Address of Presenter	Newly Passport Size Photograph
1	2	3	4	5	6	
					Mr. Manoj Kumar Shukla S/o Late Shri Surendra Kumar Shukla, Self & Partner, <b>M/s Devshila Infrazone LLP</b> , having its registered office at 422, Ahamaui, In front of Police Chowki, Ahamaui Lucknow	
					<b>Mr. Rajnikant Mishra</b> S/o Shri A.N. Mishra, residing at 503/58, Mankameshwar Mandir Marg, Barauliya, Daliganj Lucknow	
					Mr. Sufiyan Siddiqui S/o Mr. Abdul Wali Siddiqui, Partner, <b>M/s Walson Infraareal LLP</b> , having its registered office at BuxOriental Motor Com, 54 Hazaratganj, Lucknow	
					Mr. Ajay Srivastava S/o Shri Hridya Narayan Srivastava, authorized signatory, <b>M/s ABC Infrapromoters Private Limited (Consortium) &amp; M/s ABC Infraareal Private Limited</b> , office at B-33, Somdutt Chamber - I, 5 Bhikaji Cama Place, New Delhi	
					Mr. Kishori Lal Goel S/o Shri Rajendra Kumar Goel, Partner <b>M/s Excella Infrazone LLP</b> , having its registered office at B-2/345, Vikas Khand, Gomti Nagar Lucknow	

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संख्या : 201900821018372

SECRET DE L'ARMÉE NÉCESSAIRE À LA DÉFENSE DE LA FRANCE

WILLIAM H. BROWN

2005-06-01

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2. वर्तमान प्रश्न

3. Particulars of work done

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Page 9

Unit 3 English 1



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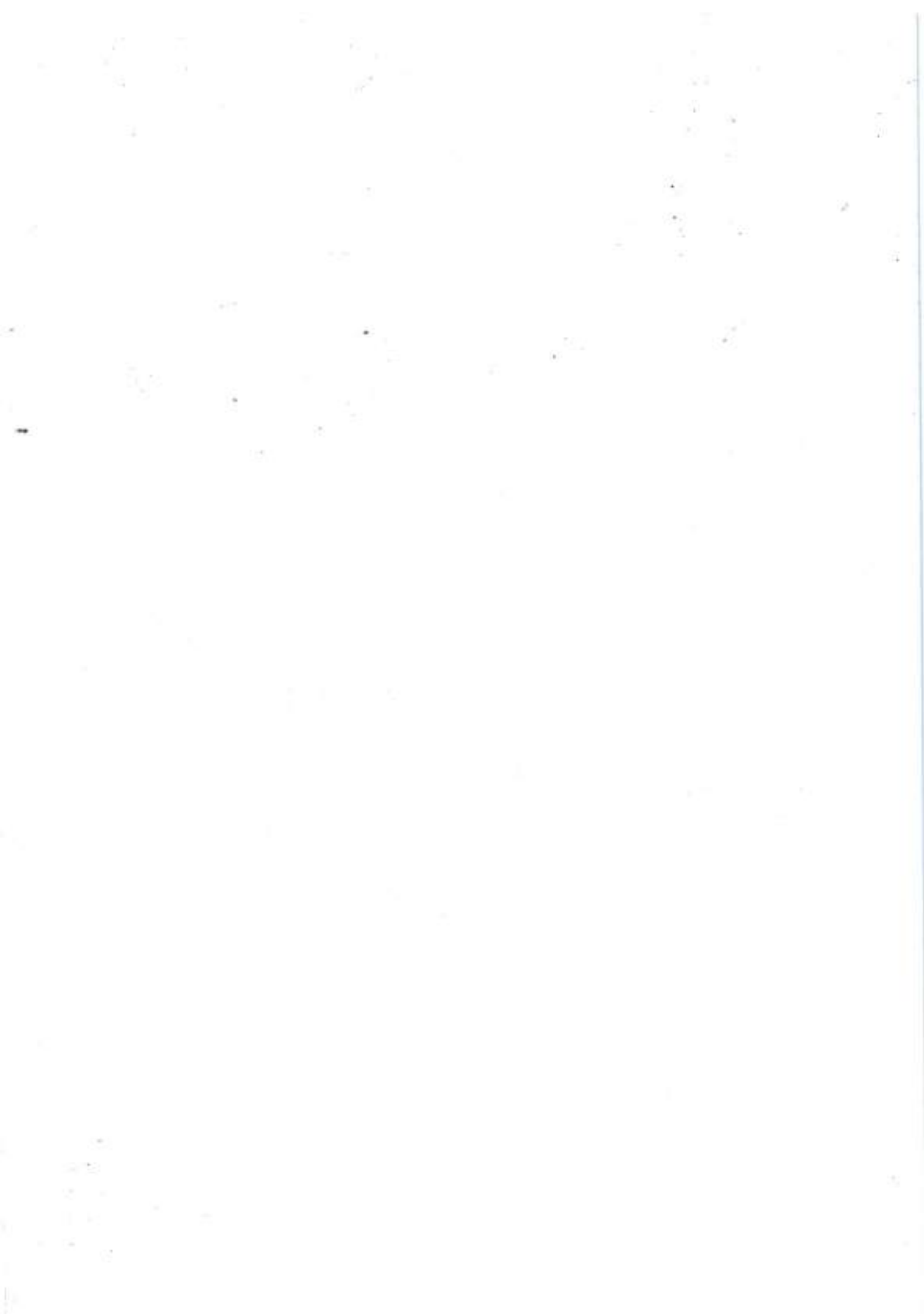
2017年12月15日

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Figure 1. The effect of the concentration of the initiator on the polymerization of  $\alpha$ -methylstyrene in the presence of  $\text{SnCl}_4$  at  $0^\circ\text{C}$ .

2019年12月31日

Sl. No.	Bahi	Khand	Pages	Date of Registration	Name & Address of Presenter	Newly Passport Size Photograph
2	3	4	5	6		
					Sandeep Kumar Singh, Advocate, S/o Sri C.R. Singh Add.- Collectorate, Lucknow	
					Pawan Tiwari Advocate S/o Sri M.R. Tiwari Add.- Collectorate, Lucknow	





मो. 57





आयकर विभाग  
INCOME TAX DEPARTMENT  
DEVSHILA INFRAZONE LLP

भारत सरकार  
GOVT. OF INDIA

25/08/2015

Payment Amount Match

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मोदी





भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

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Government of India



नामांकन क्रमांक/Enrolment No.: 1062/20127/08909

Rajni Kant Mishra (रजनी कान्त मिश्रा)

सूचना

S/O: Akhilanand Mishra, 503/58, ANAND BHAWAN, MANKAMESHWAR MANDIR MARG, BARULIYA DALIGANJ, Nirala Nagar, Lucknow, Uttar Pradesh - 226020

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

Date: 02/02/2017

आपका आधार क्रमांक/Your Aadhaar No.:

**9336 3341 7010**



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1947



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- कृपया अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज कराएं, इससे आपको विभिन्न सुविधाएं प्राप्त करने में सहायित होगी।
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भारत सरकार

GOVERNMENT OF INDIA



रजनी कान्त मिश्रा  
Rajni Kant Mishra  
जन्म तिथि/ DOB:  
25/12/1971  
पुरुष / MALE



**9336 3341 7010**

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:

संबोधित: आखिलानंद मिश्रा,  
503/58, आनंद भवन,  
मनकमेश्वर मंदिर मार्ग,  
बरौलिया डालीगंज, निराला  
नगर, लखनऊ,  
उत्तर प्रदेश - 226020

Address:

S/O: Akhilanand Mishra, 503/58,  
ANAND BHAWAN,  
MANKAMESHWAR MANDIR  
MARG, BARULIYA DALIGANJ,  
Nirala Nagar, Lucknow,  
Uttar Pradesh - 226020

**9336 3341 7010**

MEERA AADHAAR, MERI PEHACHAN



आयकर विभाग

INCOME TAX DEPARTMENT

RAJANI KANT MISHRA

AKHILA NAND MISHRA

25/12/1971

Permanent Account Number

AHGPM0427L

राजनीकान्त मिश्रा

Signature



भारत सरकार

GOVT. OF INDIA

भारत  
सरकार



10/09/2019

*[Handwritten signature]*







भारतीय विशिष्ट पहचान प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India



E-Aadhaar Letter

नामांकन क्रमांक/Enrolment No.: 0000/00250/47208

Ajay Srivastava (अजय श्रीवास्तव)

सूचना

C/O, Ajay Srivastava, 2/102, Viraat Khand, Near Viraat Market, Gomti Nagar, Gomtinagar, Lucknow, Uttar Pradesh - 226010

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

आपका आधार क्रमांक/ Your Aadhaar No.:

6217 8395 4658



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आधार-मेरा आधार, मेरी पहचान

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1800 305 1947

help@uidai.gov.in

www.uidai.gov.in

Signature valid

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IDENTIFICATION AUTHORITY OF INDIA  
Date: 2016.01.29 12:26:28 IST

- आधार देश भर में मान्य है।
- आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की आवश्यकता है।
- कृपया अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज कराएं, इससे आपको विभिन्न सुविधाएं प्राप्त करने में सहायित होगी।

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भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



अजय श्रीवास्तव  
Ajay Srivastava  
जन्म तिथि/ DOB: 15/12/1977  
पुरुष / MALE



पता:

अजय श्रीवास्तव, 2/102,  
विराट खंड, विराट मार्केट के  
पार्क, गोमती नगर,  
गोमतीनगर, लखनऊ,  
उत्तर प्रदेश - 226010

Address:

C/O, Ajay Srivastava, 2/102, Viraat Khand, Near Viraat Market, Gomti Nagar, Gomtinagar, Lucknow, Uttar Pradesh - 226010

*(Handwritten signature)*

6217 8395 4658

6217 8395 4658

आधार-मेरा आधार, मेरी पहचान

Aadhaar-Mera Aadhaar, Meri Pehachan





*[Handwritten signature]*







भारत सरकार  
Government of India



सुफियान सिद्दिकी  
Sufiyan Siddiqui  
जन्म तिथि/DOB: 30/06/1971  
पुरुष/ MALE



3880 6382 0414

मेरा आधार, मेरी पहचान

*Sufiyan*





भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

**Address:**

S/O: Abdul Wali Siddiqui, 169/58  
KHYALIGANJ, BEHIND  
KAISERBAGH KOTWALI, Aminabad  
Park, Lucknow,  
Uttar Pradesh - 226018

**पता:**

S/O: अब्दुल वाली सिद्दिकी, 169/58  
ख्यालीगंज, बिहाइंड कैसरबाग  
कोतवाली, अमीनाबाद पार्क, लखनऊ,  
उत्तर प्रदेश - 226018

**3880 6382 0414**

169/58

help@uidai.gov.in

www.uidai.gov.in

*Signature*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AACFW8061D



नाम / Name  
WALSON INFRAREAL LLP

निगमन/गठन की तारीख  
Date of Incorporation/Formation  
10/01/2018

30012018

*Signature*





भारत सरकार  
Government of India

किशोरी लाल गोयल  
Kishori Lal Goel

जन्म वर्ष / Year of Birth : 1980  
पुरुष / Male

5249 4489 3770

आधार - आम आदमी का अधिकार

Handwritten signature

आधार  
Aadhaar

पता: S/O श्री राजेंद्र कुमार गोयल,  
फ्लैट नं. 504, सूर्य लेक व्यू  
अपार्टमेंट, बीटी इण्डिया, इस्टोर्न,  
खण्ड, गौरी नगर, लुधियाना,  
प्रादेश, 226010

Address: S/O Shri Rajender Kumar Goel,  
Flat no. 504, Surya Lake View  
Apartment, BTW Restaurant, Vikalp  
Khand, Gauri Nagar, Ludhiana, Uttar  
Pradesh, 226010

5249 4489 3770

help@uidai.gov.in

www.uidai.gov.in



आयकर विभाग

INCOME TAX DEPARTMENT

EXCELLA INFRAZONE LLP

14/04/2015

Payment Account Number

AAFFE1858B

भारत सरकार

GOVT OF INDIA



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*Sandeep Kumar Singh*





*Pawan K Tiwari*



(2)

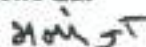
Chowki, Ahamaulucknow-226002, India. (Hereinafter referred to as "**Owner 1**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its representatives, nominees, successors and permitted assigns), acting through its Partner, Mr. Manoj Kumar Shukla S/o Late Shri Surendra Kumar Shukla; **OF THE FIRST PART;**

(2) **Mr. Rajnikant Mishra** S/o Shri A.N. Mishra, an Indian citizen having income tax permanent account number AHGPM0427L and residing at 503/58, Mankameshwar Mandir Marg, Barauliya, Daliganj Lucknow-India (hereinafter referred to as "**Owner 2**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, representatives, nominees, successors and permitted assigns); **OF THE SECOND PART;**

(3) **Mr. Manoj Kumar Shukla** S/o Late Shri Surendra Kumar Shukla, an Indian citizen having income tax permanent account number AVOPS9729B and residing at House no. 422 Ahmamaul, Infront of Ahamaul Police Chowki Sultanpur Road Lucknow. (hereinafter referred to as "**Owner 3**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, representatives, nominees, successors and permitted assigns); **OF THE THIRD PART;**

(4) **M/s Walson Infrareal LLP**, a limited liability partnership incorporated under the LLP Act, 2008, having its registered office at BuxOriental Motor Com, 54 Hazaratganj, Lucknow-226002, India. (Hereinafter referred to as "**Owner 4**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its representatives, nominees, successors and permitted assigns), acting through its Partner, Mr. Sufiyan Siddiqui S/o Mr. Abdul Wali Siddiqui; **OF THE FOURTH PART;**

For Devshila Infrazone LLP



Partner

WALSON INFRAREAL

  
Authorised Signatory

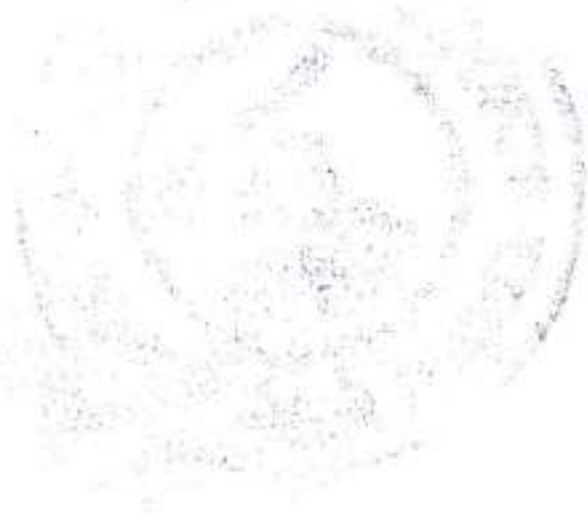
For Excella Infrazone LLP

  
Partner

ABC Infrareal Pvt. Ltd.

  
Authorised Signatory  
ABC INFRAREAL PVT. LTD.  
ABC Infrareal Pvt. Ltd.

  
Director  
Authorised Signatory





(3)

(5) **M/s ABC Infrapromoters Private Limited (Consortium)**, a company incorporated under the Companies Act, 1956, having its registered office at B-33, Somdutt Chamber – I, 5 Bhikaji Cama Place, New Delhi (hereinafter referred to as the "**License**", which expression shall, unless repugnant to the context, be deemed to mean and include its representatives, nominees, successors and permitted assigns), acting through its authorized signatory Mr. Ajay Srivastava S/o Shri Hridya Narayan Srivastaava **OF THE FIFTH PART;**

(6) **M/s ABC Infreal Private Limited** a company incorporated under the Companies Act, 1956, having its registered office at B-33, Somdutt Chamber – I, 5 Bhikaji Cama Place, New Delhi (hereinafter referred to as the "**ABC Infreal**", which expression shall, unless repugnant to the context, be deemed to mean and include its representatives, nominees, successors and permitted assigns), acting through its authorized signatory Mr. Ajay Srivastava S/o Shri Hridya Narayan Srivastaava; **OF THE SIXTH PART;**

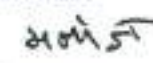
**AND**

(7) **M/s Excella Infrazone LLP**, a limited liability partnership incorporated under the LLP Act, 2008, having its registered office at B-2/345, Vikas Khand, Gomti Nagar Lucknow-226010 (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context, be deemed to mean and include its representatives, nominees, successors and permitted assigns), acting through its Partner Mr. Kishori Lal Goel S/o Shri Rajendra Kumar Goel; **OF THE SEVENTH PART;**

**WHEREAS:**

A. The Developer is a LLP engaged in the business of development of real estate, including development of group housing and township projects, and it has the

For Devshila Infrazone LLP

  
Partner

WALSON INFREAL

  
Authorized Signatory

For Excella Infrazone LLP

Partner

ABC Infrapromoters Pvt. Ltd.

ABC INFREAL

Authorized Signatory





necessary infrastructure, experience and expertise in development, sale and marketing of real estate projects.

- B. The Owners and the Developer, collectively, own the land admeasuring approximately [6.15] acres i.e. 2.487 hectare. Situated at Village Bakkas, Pargana and Tehsil Mohanlalganj District Lucknow U.P. ("**Project Land**"). The details of the Project Land are more particularly set out in **Schedule I** of this Agreement. The Owners are collectively seized and possessed of and are otherwise well and sufficiently entitled to all the pieces and parcels constituting the Project Land.
- C. The Owners, Developer and the Licensee wish to develop an affordable group housing complex on the Project Land and for this purpose, the Licensee applied for and has been granted a license / permit by the Lucknow Development Authority to develop a Group Housing Project vide permit number 40900 dt. 20-August 2016 ("**License**").
- D. The Project shall be developed in Two Phases, In First Phase Block B and C measuring 1.494 Hec. Shall be developed and in Second Phase Block A measuring 0.993Hec.shall be developed.
- E. The Parties entered into a consortium memorandum of understanding dated 17 June 2015 which was supplemented vide a consortium addendum agreement dated 13 January 2016 for the purpose of development of the Project. The aforesaid documents are registered with Sub Registrar, Lucknow vide Bahi No 4, Jild No. 448 Pages 23 to 46 at SI. No. 429 and Bahi No 4, Jild No. 468 Pages 147 to 182 at SI. No. 35.
- F. 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.

For Devshila Infrazone LLP

*Handwritten signature*  
Partner

*Handwritten signature*  
WALSON INFRAREAL

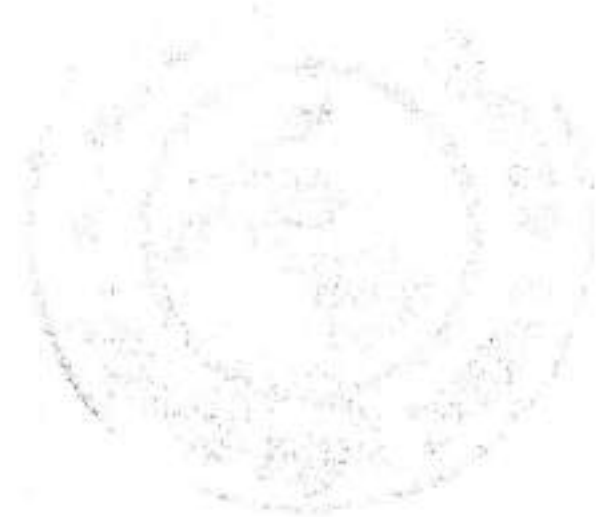
*Handwritten signature*  
Authorised Signatory  
For Excellia Infrazone LLP

*Handwritten signature*  
Partner

ABC Infrazone Pvt. Ltd.

*Handwritten signature*  
Authorised Signatory  
ABC INFRAREAL PVT. LTD.

*Handwritten signature*  
Director



**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and 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:

**"Affordable Housing Policy"** shall mean the Samajwadi Awas Yojana introduced by the Government of Uttar Pradesh vide governmental order no. 73/2965/8-1-14-34 Baithak/2014 dated 12 December 2014 amended vide governmental order no. 13/2016/120/8-1-16-34 Baithak/2014 dated 12 January 2016];

**"Agreement"** shall mean this revenue sharing agreement including any schedules or exhibits or annexures 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 Affordable 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.

Devshila Infracon LLP

20/05/17

Parties

WALSON INFRAREAL

Authorised Signatory

For Excella Infracon LI

ABC Infrapromoters PVT. LTD.

ABC INFRAREAL PVT. LTD.





(6)

**"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 Lucknow, Uttar Pradesh;

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

**"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 or lessor 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;

For Deval  
Infrareone LLP  
Partner

WALSON INFRAREAL  
Authorized Signatory  
For Excellence

ABC Infrapromoters Pvt. Ltd.

Authorized Signatory

ABC INFRAREAL PVT. LTD.





**"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;

**"Owners"** shall mean Owner 1, Owner 2, Owner 3 and Owner 4 collectively;

**"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 Affordable 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.

For Devshila Infrazone LLP

Partner

WALSON INFRAREAL

Authorized Signatory

For Excella Infrazone

Partner

ABG Infra Promoters Pvt. Ltd.

Authorized Signatory

ARC Infrazone Pvt. Ltd.



**"Total Revenue"** shall mean all money received / receivable by the allottees / buyers / occupants of the Units, including Interest received / receivable on late installments, Car parking charges, Electricity charges, Fire fighting charges, excluding 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 means any identified or demarcated area of the Project that is capable of being marketed or sold independently;

**"Usage Charges"** shall all charges paid / payable by the allottees / buyers / occupants of the Units for usage of amenities / equipment and common areas of the Project including maintenance deposits and charges, club charges, advertisement charges, power backup charges, event management charges, event rentals etc.

### **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, Annexures 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.

For Devshila Infrazone LLP

*Signature*  
Partner

WALSON INERAREAL

*Signature*  
Authorized Signatory

ABC Infrapromoters Pvt. Ltd.

*Signature*  
Authorized Signatory

For Excella Infrazone LLP

*Signature*  
Partner





- (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

**For Devshila Infrazone LLP**

*WALSON*  
Partner

**WALSON INFRAREAL**

Authorized Signatory

For Excella Infrazone LLP

Partner

**ABC Infrapromoters Pvt Ltd**

**ABC INFRAREAL PVT LTD**



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 has commenced the development of the Project from 29 April 2017 to proposes to complete the development of the Project by 18 August 2021. If Project is not completed within stipulated end date, as above, a grace period of 18 months shall be available to the Developer for completion of the Development of the Project.

- 1.2. 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.
- 1.3. 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 implementation, development, construction and marketing of the Project.
- 1.4. The Developer shall undertake the construction, development and marketing of the Project on the Project Land at its own cost and expense and in accordance with Applicable Laws.
- 1.5. The Licensee shall supervise the development and construction of the Project to ensure that the Developer is complying with the terms and conditions of the License.
- 1.6. The Developer shall be entitled to exercise all rights under this Agreement till the time it continues to perform its obligations as set out in this Agreement.

For Devshila Infrazone LLP

Partner

WALSON INFRAREAL

Authorized Signatory

For Excella Infrazone

ABC Infra Promoters Pvt. Ltd.

ABC INFRAREAL PVT. LTD.





1.7. The Owners shall continue to be the lawful owner of respective portion of the Project Land which is owned/ possessed by them and the Developer shall not have any ownership rights therein except in the land owned/ possessed/ acquired by the Developer. However, the Developer shall have rights and interests in the structures developed and constructed on the Project Land as the Developer is developing, constructing and marketing the Project thereon at its own cost and expense. This agreement shall not be construed as conveyance deed in any manner whatsoever.

1.8. The Parties agree that the Developer shall have the sole and exclusive right to change the name of the Project, to create trademarks and branding for the Project and the other Parties shall not have any objection to the same. Also, the other Parties shall not make any claim over the trademark or IPR created by the Developer for the Project. Also, the ownership of the trademarks in respect of the Project shall remain with 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. REVENUE SHARING ARRANGEMENT

2.1. 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:

2.1.1. Total revenues of the project deposited into collection account shall be transferred to the RERA Designated account as per the terms and conditions

For Devshila Infrazone LLP

22/05/20  
Partner

WALSON INFRAREAL

Authorized Signatory

For Excella Infrazone LLP

ABC Infrapromoters Pvt. Ltd.

Authorized Signatory

ABC INFRAREAL PVT. LTD.



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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.

- 2.1.2. Subject to clause 2.1.1 above, the Total revenues of the Project except (i) Taxes paid by the buyers / allottees / occupants of the Units and (ii) Usage Charges, shall be divided amongst the Owners and Developer in the following ratio:

2.1.2.1.

S No.	Parties	Sharing Ratio (%)
1	M/s Devshila Infrazone LLP ( <b>Owner 1</b> )	9.59
2	Mr. Rajnikant Mishra ( <b>Owner 2</b> )	8.35
3	Mr. Manoj Kumar Shukla ( <b>Owner 3</b> )	8.35
4	M/s Walson Infreal LLP ( <b>Owner 4</b> )	2.77
5	M/s Excella Infrazone LLP ( <b>Developer</b> )	70.94

- 2.2. The distribution of the revenues 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.

- 2.3. The distribution of the Total Revenues shall take place on a monthly basis or at such interval as may be mutually agreed amongst the Parties.

- 2.4. The Parties agree that reconciliation of accounts of the Project between the Parties shall take place on a quarterly basis.

- 2.5. 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 Developer who will distribute the same amongst the Parties as per the

For Devshila Infrazone LLP

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Partner

WALSON INFREAL

Authorized Signatory

For Excella Infrazone LLP

Partner

ABC Infrazone Pvt. Ltd.

Authorized Signatory

ABC INFREAL PVT. LTD.





revenue sharing arrangement set out in this Agreement. Till the time such excess is refunded, the Party which has received the excess amount shall hold such amount in trust for and on behalf of other Parties except the Licensee and ABC Infrareal.

2.6. 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.

2.7. The GST, if applicable, on the arrangement set out in this Agreement shall be borne and paid by the Developer.

2.8. The Licensee shall be paid a onetime amount of INR 5,00,000/- for obtaining and maintain the License and permitting the Developer to develop the Project in terms of the License

### 3. MAINTENANCE OF THE PROJECT

3.1. 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.

3.2. 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.

### 4. FINANCING FOR DEVELOPMENT OF THE PROJECT

4.1. The Developer shall be solely responsible for arranging finances for the development, construction and

For Devshila Infrazone LLP

Signature

Partner

WALSON INFRAREAL

For Executive Director Signature

Partner

ABC Infrapromoters Pvt. Ltd.

Authorized Signatory

ABC INFRAREAL PVT. LTD.





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.

4.2. 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.

4.3. The Developer shall avail be entitled to raise finances for the development of the Project by creating any sort of security interest over the Project Land, stock, or the Net Revenues and all Parties shall provide their fullest cooperation for the same including signing and executing all sort of documents as may be required by the Developer.

## 5. TITLE DOCUMENTS OF THE PROJECT LAND

5.1. The Owners shall handover the title documents in respect of the Project Land and the Licensee shall handover the Approvals to the Developer for safe custody and in order to enable the Developer to ensure that there are no Encumbrances over the Project or the Project Land.

## 6. COVENANTS OF THE PARTIES

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

6.1.1. From the date of this Agreement, the Developer shall obtain, at its own cost and expense and without seeking any reimbursement from the Owners or the Licensee, any and all Approvals required under the Applicable Law for construction, development and marketing of the Project.

For Devchila Infrazone LLP

WALSON INFRAREAL  
Partner

Authorized Signatory

For Excella Infrazone LLP

Partner

ABC Infrazone PVT. LTD.

Authorized Sign.

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- 6.1.2. From the date of this Agreement, the Developer shall pay all Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cesses, penalties or other payments in respect of the Project Land which relate to a period post 20 August 2016 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, cesses, penalties or other payments in respect of the Project Land for the period prior upto and including 20 August 2016 shall be borne and paid by the Owners in respect of the Project Land owned by them respectively. If the Developer pay 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.
- 6.1.3. The Developer shall use the Project Land only for the purpose of construction, development and marketing of the Project.
- 6.1.4. 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 and the Licensee or the Project Land or structures constructed thereon.
- 6.1.5. 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.
- 6.1.6. 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

For Devshila Infrazone LLP

WALSON INFRAREAL  
Partner

Authorized Signatory

For Excess Infrazone

ABC Infrapromoters Pvt. Ltd.

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Applicable Laws and the Developer is performing its obligations under this Agreement. In addition the above, the Developer shall provide quarterly updates to the Owners and the Licensee regarding status of construction and collections made by the Developer in respect of the Project.

6.1.7. 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.

6.1.8. The Developer shall comply with all the Applicable Laws and the Approvals in development, construction and marketing of the Project over the Project Land.

6.1.9. 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.

6.2. The Owners, to the extent of Project Land owned by them respectively, agree and covenant with the Developer as follows:

6.2.1. 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 special power of attorney(ies) in favour of the Developer or any of its nominees for the purposes of representing them before the concerned Governmental Authorities.

6.2.2. 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

For Devshila Infrazone LLP

WALSON INFRAREAL  
Partner

WALSON INFRAREAL

Authorised Signatory

For Excella Infrazone

ABC INFRAREAL PVT. LTD.

ABC INFRAREAL PVT. LTD.





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.

- 6.2.3. The Owners hereby permit the Developer to do all such acts, deeds and things as may reasonably be required for the 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

For Devshila Infrazone LLP

WALSON INFRAREAL  
Partner

For ST

ABC Infrazones Pvt. Ltd.

Authorized Signatory

For Excella Infrazone LLP

Partner

Authorized Signatory  
ABC Infrazones Pvt. Ltd.



contractor/operator/person/entity including non-payment of any monies to such contractor/operator/person/entity.

- 6.2.4. The Licensee shall be obligated to maintain the License 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 by the Developer as development cost of the Project. The Licensee 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.
- 6.2.5. Any revenue 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.
- 6.2.6. 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;
- 6.2.7. 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;
- 6.2.8. The Owners shall not undertake such acts which can have an adverse effect on the Project or the Project Land; or
- 6.2.9. The Owners shall not do or omit to do any act or deed which may affect the validity of any of the Approvals.
- 6.2.10. The Owners undertake to appear and represent, as and when required by the Developer, before any Governmental Authority, and make necessary

For Devashila Infrazone LLP

Partner

WALSON INERAREAL

Authorized Signatory

For Excella Infrazone LLP

Partner

ABC Infrapromoters PVT. LTD.

Authorized Signatory

ABC INFRAREAL PVT. LTD.





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.

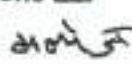
- 6.2.11. The Owners shall remove all the existing Encumbrances, if any, from the Project Land owned and possessed by them, promptly and at their own cost and expense.

## 7. REPRESENTATIONS AND WARRANTIES

7.1. Each Party represents and warrants to the other Party that:

- 7.1.1. it is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation
- 7.1.2. it has full power and authority to enter into, execute and deliver this Agreement and to perform the actions contemplated hereby;
- 7.1.3. the execution and delivery of this Agreement and the performance of the actions contemplated herein has been duly authorised by all necessary corporate or other actions of such Party;
- 7.1.4. this Agreement constitutes the legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms; and
- 7.1.5. 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 organisational 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

For Devashila Infrazone LLP

  
Partner

WALSON INFRAREAL  
  
Authorised Signatory

ABC Infrapromoters Pvt. Ltd.

  
Authorised Signatory

For Excella Infrazone LLP

  
Partner

ABC INFRAREAL PVT. LTD.

  
Authorised Signatory





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.

7.1.6. Each of the Owners represents and warrants to the Developer and the Licensee in respect of a part of the Project Land owned by it that;

- (i) It 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 inter-alia transferring in any manner any of its rights, title, interest in relation to such portion of the Project Land which is owned by it;

For Devakshi Infrazone LLP

*24/11/25*  
Partner

*24/11/25*  
WALSON INFRAREAL

*[Signature]*  
Authorised Signatory

ABC Infrapromoters Pvt. Ltd.

*[Signature]*  
ABC INFRAREAL PVT. LTD.

For Excella Infrazone LLP

*[Signature]*  
Partner



- (vi) It has paid all the Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cesses, 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 date of execution of this Agreement, and none is in dispute, and in case any such amount is found

For Devalla Infrazone LLP

*Signature*  
Partner

WALSON INFRAREAL

*Signature*  
Authorised Signatory

ABC Infrapromoters Pvt. Ltd.

*Signature*  
Authorised Signatory

ABC INFRAREAL PVT. LTD.

For Excella Infrazone

*Signature*  
Partner

*Signature*





due after the date of this Agreement, it shall ensure that the same is paid in timely manner.

7.2. The Developer represents and warrants that it has the necessary and requisite financial and technical wherewithal to develop, construct and market the Project at its own cost and expense.

7.3. 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.

7.4. 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.

7.5. 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.

## 8. INDEMNITY

8.1. 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:

8.1.1. any misrepresentation in, any matter inconsistent with, inaccuracy in, or breach of any representation or warranties made by the other Party; or

For Devashila Infrazone LLP

WALSON INFRAREAL  
Partner

ABC Infrapromoters Pvt. Ltd.

Authorised Signatory

ABC INFRAREAL PVT. LTD.

For Excella Infrazone LLP

Partner





8.1.2. any breach or non-performance (in whole or in part) by such Party of any of their covenants, agreements or obligations contained herein.

8.2. 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.

8.3. 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.

## 9. GOVERNING LAW AND JURISDICTION

9.1. 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.

9.2. 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 Parties 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

For Devshila Infrazone LLP

WALSON INFRAREAL  
Partner

WALSON INFRAREAL

Authorised Signatory

For Excellence Infrazone LLP

Partner

ABC Infrazone Promoters Pvt. Ltd.

Authorised Signatory  
ABC INFRAREAL PVT. LTD.



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 New Delhi 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.

9.3. Subject to clause 9.2 above, the Parties irrevocably submit to the exclusive jurisdiction of the courts at Lucknow.

## 10. CONFIDENTIALITY

10.1. 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

For Devshila Infrazone LLP

WALSON INFRAREAL

Partner

Authorized Signatory

For Excella Infrazone LLP

Partner

ABC Infrapromoters Pvt Ltd.

Authorized Signatory

ABC INFRAREAL PVT. LTD.






any press release or organize a press meet or make any public announcement or 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:

- 10.1.1. 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;
- 10.1.2. is disclosed with the prior written consent of the Party who supplied the information;
- 10.1.3. 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;
- 10.1.4. is required to be disclosed pursuant to Applicable Law or is appropriate in connection with any necessary or desirable intimation to the Governmental Authority;
- 10.1.5. 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
- 10.1.6. is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

For Devshila Infraxone LLP

  
Partner

  
WALSON INFRAREAL

  
Authorised Signatory

ABC INFRASTRUCTURE PVT. LTD.

For Excella Infraxone LLP

  
Partner

  
Infraxone LLP







- 10.2. 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.

**11. NOTICE**

- 11.1. 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.
- 11.2. 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).
- 11.3. 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.
- 11.4. At 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.

For Devshila Infracore LLP

महेश  
Partner

महेश  
WALSON INFRAREAL

Authorized Signatory

For Excella Infracore LLP

Partner

ABC Infracore Pvt. Ltd.

ABC INFRAREAL PVT. LTD.



## 12. GENERAL

- 12.1. 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).
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.
- 12.5. No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.
- 12.6. Except at other agreed in this Agreement, none of the Parties shall assign any or all of its rights arising out

For Devashila Infrazone LLP

WALSON INFRAREAL  
Partner

WALSON INFRAREAL

Authorized Signatory

For Excella Infrazone LLP

Partner

ABC Infropromoters Private Limited

Authorized Signatory

ABC INFRAREAL PVT. LTD.






of this Agreement without consent of the other Parties to this Agreement.

- 12.7. 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 authorised representative of the waiving Party.
- 12.8. Each Party will bear its own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement and all other documents contemplated herein. The Developer shall solely pay the stamp duty and registration charges, if any, required for registration of this Agreement.
- 12.9. 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.
- 12.10. This Agreement shall endure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.
- 12.11. 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.

For Devshila Infrazone LLP

  
Partner

WALSON INFRAREAL

  
Authorised Signatory

For Excella Infrazone LLP

  
Partner

ABC Infrazone Pvt. Ltd.

  
Authorised Signatory

ABC INFRAREAL PVT. LTD.






- 12.12. 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.
- 12.13. 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.
- 12.14. 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.

### 13. POWER OF ATTORNEY

- 13.1. In consideration of Developer agreeing to develop the Project at its own cost and expenses and for performance of Owners' obligations and Licensee's Obligation under this Agreement, the Owners and the Licensee hereby, jointly and severally, authorise and constitute the Developer (including any person nominated and authorised 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 and the Licensee (jointly and severally) to construct, develop and manage the Project on the Project Land, including to:

- 13.1.1. 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,

For Devshila Infrazone LLP  
  
Partner

  
WALSON INFRAREAL  
Authorised Signatory

ABC Infrapromoters Pvt. Ltd.

  
Authorised Signatory

ABC INFRAREAL PVT. LTD.

  
For Exotic Infrazone LLP  
Partner



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;

- 13.1.2. 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;
- 13.1.3. employ and/or engage, skilled and unskilled, labour, workmen and personnel, to carry out the development, construction and marketing of the Project;
- 13.1.4. appear and represent the Owners and / or the Licensee before all Government Authority, make commitments and give undertaking, 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;
- 13.1.5. make applications for and on behalf of the Owners and / or the Licensee, and appear and represent the Owners and / or the Licensee 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;
- 13.1.6. sign and submit all papers, applications and document for 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

For Devshila Infrazone LLP

*Handwritten signature*  
Partner

*Handwritten signature*  
WALSON INFRAREAL

*Handwritten signature*  
Authorised Signatory

ABC Infrapromoters Pvt. Ltd.

*Handwritten signature*  
Authorised Signatory

For Excellia Infrazone LLP

For Excellia Infrazone LLP

*Handwritten signature*  
Partner

ABC INFRAREAL PVT. LTD.

Partner





effected;

- 13.1.7. pay all out going (for and on account of the Owners and the Licensee), 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;
- 13.1.8. 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;
- 13.1.9. depose in any court of law or before any Government Authority, on behalf of and in the name of the Owners and / or the Licensee, in any matter concerning the Project or the Project Land;
- 13.1.10. 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;
- 13.1.11. make payment and/ or receive the refund of all 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
- 13.1.12. make and file for insurance claims and other compensations, in respect of the built-up Project or any part thereof, and the Project Land.

For Devshila Infracore LLP

मनीष  
Partner

WALSON INFRAREAL

Authorized Signatory

For Excella Infracore LLP

ABC Infracore Promoters Pvt. Ltd.

ABC INFRAREAL PVT. LTD.





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13.2. In consideration of Developer agreeing to develop the Project at its own cost and expenses and for performance of Owners' obligations and the Licensee's obligations under this Agreement, the Owners and the Licensee, hereby jointly and severally authorised and constitute the Developer (including any person nominated and/or authorised by the Developer) as their attorney, on a sole, exclusive and irrevocable basis to take all such actions, on behalf of the Owners and the Licensee (jointly and severally) 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:

13.2.1. market, devise sale and marketing strategy and policy, call for booking, receive application and consideration from prospective buyer(s), setting up of customer care centres, site offices for client dealing etc. in respect of the marketing and sale of the Project, including Units;

13.2.2. 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;

13.2.3. enter into agreement with prospective buyers(s) for sale of the Units (along with the common area, together with all rights, title and interest therein 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

For Devshila Infrazone LLP

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Partner

WALSON INFRAREAL

Authorised Signatory

ABC Infrapromoters Pvt. Ltd.

For Excella Infrazone LLP

Partner

ABC INFRAREAL LLP LTD.



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;

13.2.4. 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;

13.2.5. 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 the Licensee; 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;

13.2.6. 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 and the Licensee, 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;

13.2.7. 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

For Devshila infrazono LLP

WALSON INFRAREAL  
Partner

WALSON INFRAREAL

Authorized Signatory

For Excella infrazono LLP

Partner

ABC Infrapromoters Pvt. Ltd.

ABC INFRAREAL PVT. LTD.





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 the Licensee; 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

13.2.8. 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.

13.3. The Owners and the Licensee jointly and severally 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 and the Licensee on the Developers under Clauses 13.1 and 13.2. The Owners further agree, confirm and declare that the power and the authorisations 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.

For Devshila Infrazone LLP

*devshila*  
Partner

WALSON INFRAREAL

Authorized Signatory

ABC Infrapromoters Pvt. Ltd.

ABC INFRAREAL PVT. LTD.

For Excella Infrazone LLP

Partner

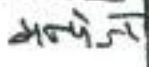


agreed and understood by the Owners and the Licensee that in the event any Governmental Authority requires any act, thing or deed, to be done performed on part of the Owners or the Licensee for the purpose of giving effect to the transaction contemplated herein or for the development, construction and completion of the Project or for conveyance of the Developer Units to the allottees, despite the Owners and the Licensee having constituted the Developer as their Attorney, in accordance with Clauses 13.1 and 13.2, the Owners and the Licensee 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 etc.

#### 14. TERMINATION

14.1. This Agreement may be terminated by mutual consent of all the Parties.

14.2. In case any of the Owners is desirous of opting out of this Agreement, it may do so by selling 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.

For Devahila Infrazone LLP  
  
 Partner

WALSON INFRAREAL  
  
 Authorized Signatory

ABC Infrapromoters Pvt. Ltd.  
  
 Authorized Signatory

For Excella Infrazone LLP  
  
 Partner



आवक सं.: 201900821018372

உள்ளுறை/நேரடி நுழைவு

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உதாரணமாக மிகவும் பழக்கமான ஒரு சரி

Abstract : Abstract

निवासी: बी-2/345, विकास मार्ग, गीता नगर, नएलाक

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1. अथर्ववेद २. सामवेद ३. यजुर्वेद ४. ऋग्वेद

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13/03/2019

五、**结论**

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14.3. 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.

14.4. The Power of Attorney in this Agreement shall also terminate simultaneously with the termination of this Agreement without requiring any other act on the part of the Owners or the Licensee.

15- DETAILS OF THE PROJECT LAND AND OWNERSHIP THEREOF

Rajnikant Mishra Khasra No. 2678/1, 2688/2, 2692/1, 2677, 2693, 2694, Area 0.6485 Hec., Registry Date-13.04.2015 Registry No. 6682 & 6683 & Manoj Kumar shukla Khasra No. 2678/1, 2688/2, 2692/1, 2677, 2693, 2694, Area 0.6485 Hec., Registry Date-13.04.2015 Registry No. 6682 & 6683 & M/s Devshila Infrazone LLP Khasra No. 2833, 2834, 2837, 2675, Area 0.745 Hec., Registry Date-11.12.2015 Registry No. 21404 & 21405 & M/s ExcellaInfrazone LLP Khasra No. 2837sa, 2833/2, 2834, 2837sa, 2675sa, Area 0.230 Hec., Registry Date-21.09.2016 Registry No. 15266 & M/s Walson Infrareal LLP Khasra No. 2677, Area 0.21513 Hec., Registry Date-02.03.2019 Registry No. 4583,

For Devshila Infrazone LLP

*Manoj Kumar*  
Partner

ABC Infrareal LLP

*[Signature]*

WALSON INFRAREAL

*[Signature]*  
Authorised Signatory

ABC INFRAREAL

*[Signature]*

For Excella Infrazone LLP

*[Signature]*  
Partner



*(Signature)*

2012-2013

જી રાજીવરાજ તાલુકા, પુર્વ ઓરવડા તાલુકા  
જિલ્લો: 503/58, મહેસાણા જિલ્લો, ગુજરાત

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ॐ नमो भगवते वासुदेवाय ॥ १ ॥

॥ श्रीगणेशाय नमः ॥

निवासी: श्रीमन्महेश शंकर शर्मा, 54, इन्दिरापुरी, बंगलूरु।

Submitted: 12/18/2012

S. Johnathan

श्री अंगद श्रीवामदेव, अध्यां ३०, शैलेश पर्वतस्थि स्थाने

॥ श्रीगणेशाय नमः ॥

निर्वाह: की-33, राजद्वार चमक-1, 5, भीमजी भवन धोरे,

1. 1992 12

12/10/19 11:11:12

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement the day and year first herein above written.

**Witnesses:**

1. Sandeep Kumar Singh, Advocate  
S/o Sri C.R. Singh  
Add.- Collectorate, Lucknow



*Sandeep Singh*

2. Pawan Tiwari  
Pawan Tiwari Advocate  
S/o Sri M.R. Tiwari  
Add.- Collectorate, Lucknow



**First Part**

For Devshila Infrazone LLP

*Manoj Singh*

(Manoj Kumar Shukla)

Partner

M/s Devshila Infrazone LLP

**Second Part**

(Rajnikant Mishra)

**Third Part**

*Manoj Singh*

(Manoj Kumar Shukla)

**Fourth Part**

Walson Infrareal LLP

*Sufiyan Siddiqui*  
Authorised Signatory

(Sufiyan Siddiqui)

Partner

M/s Walson Infrareal LLP

**Fifth Part**

ABC Infrapromoters Pvt. Ltd.

(Ajay Srivastava)

Authorised Signatory

M/s ABC Infrapromoters Pvt. Ltd.

**Sixth Part**

ABC INFRAREAL PVT. LTD.

(Ajay Srivastava)

Authorised Signatory

M/s ABC Infrareal Pvt. Ltd.

**Seventh Part**

For Excella Infrazone LLP

(Kishori Lal Goel)

Partner

M/s Excella Infrazone LLP

Typed by : *Rajneesh Balaji*

(Rajneesh Balaji)  
Collectorate, Lucknow

Drafted by : *Mukesh Mani Tripathi*

(Mukesh Mani Tripathi)  
Advocate  
Collectorate, Lucknow

पिरे करे

कमिशनर सहायक (निवासी) - निवासी

राज देव सिंह

लखनऊ

उप निवासी : सहायक निवासी

कमिशनर सहायक

राज देव सिंह



उप निवासी : सहायक

निवासी : कलेक्टर कोर्ट, लखनऊ।

श्री प्रमल निवासी, पुत्र श्री एस.आर. निवासी

पुत्र निवासी : 2

उप निवासी : सहायक

निवासी : कलेक्टर कोर्ट, लखनऊ।

श्री सदीप कुमार सिंह, पुत्र श्री सी.आर. सिंह

पुत्र निवासी : 1

श्री निवासी सहायक निवासी : निवासी सहायक

उप निवासी : सहायक

निवासी : श्री-2/345, निवासी सहायक, निवासी सहायक

श्री प्रमल, पुत्र श्री राजेश कुमार निवासी

श्री प्रमल निवासी सहायक निवासी सहायक के द्वारा निवासी सहायक

पुत्र निवासी : 1

उप निवासी : सहायक

निवासी : सहायक

निवासी : श्री-33, निवासी सहायक, निवासी सहायक

पुत्र श्री प्रमल निवासी सहायक निवासी सहायक

श्री प्रमल निवासी सहायक, निवासी सहायक, निवासी सहायक

पुत्र निवासी : 6

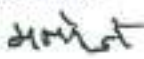


## SCHEDULE -2

### DETAILS FOR CLAUSE 11.4 OF THIS AGREEMENT

<u>S No.</u>	<u>Parties</u>	<u>Address</u>	<u>Contact No. /Email ID's</u>
1	M/s Devshila Infrazone LLP	422, Ahmamau, In front of Police Chowki, Ahmamau Lucknow	9839542129 amitshukla762@gmail.com
2	Mr. Rajnikant Mishra	503/58, Mankameshwar Mandir Marg, Barauliya, Daliganj Lucknow	8009599999 rajnikant0071@yahoo.com
3	Mr. Manoj Kumar Shukla	House no. 422 Ahmamau, Infront of Ahmamau Police Chowki Sultanpur Road Lucknow	9839542129 amitshukla762@gmail.com
4	M/s Walson Infreal LLP	Bux Orintal Motor Com, 54 Hazaratganj, Lucknow	9838160000 sufiyan1000@hotmail.com
5	M/s ABC Infrapromoters Private Limited	B-33, Somduitt Chamber – I, 5 Bhikaji Cama Place, New Delhi	7388888606 ajay.srivastava045@gmail.com
6	M/s ABC Infreal Private Limited	B-33, Somduitt Chamber – I, 5 Bhikaji Cama Place, New Delhi	7388888606 ajay.srivastava045@gmail.com
7	M/s Excella Infrazone LLP	B-2/345, Vikas Khand, Gomti Nagar Lucknow,	Mobile:7571811111 Landline : 0522-4959191 info@excellainfra.in

For Devshila Infrazone LLP

  
Partner

  
WALSON INFREAL

Authorised Signatory

For Excella Infrazone LLP



ABC INFRA REAL ESTATE LTD

  
Authorised Signatory

ABC INFRA REAL ESTATE LTD

आवेदन सं: 201900821018372

बही संख्या 4 जिल्हा संख्या 561 के पृष्ठ 133 से 208 तक क्रमांक 176 पर दिनांक 13/03/2019 को रजिस्ट्रीकल किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर  
कमलेश पाठक  
34 निबंधक : सदर वीथी  
लखनऊ  
13/03/2019

प्लॉट कर