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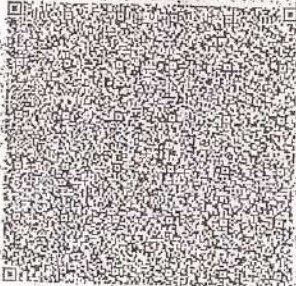


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP023584432032510
Certificate Issued Date : 05-Sep-2016 11:21-AM
Account Reference : SHCIL (FI) upshcil01/ QAISERBAGH/UP-LKN
Unique Doc. Reference : SUBIN-UPUPSHCIL01028169009266870
Purchased by : EXCELLA INFRAZONE LLP
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : KH.NO-2837 SA AND OTHERS, AREA 0.230 HEC, SIT AT VILL-
BAKKAS PARGANA AND TEH-MOHANLALGANJ, DISTT-EKO
Consideration Price (Rs.) :
First Party : SH SANJEET SINGH S O SARWAN SINGH BAINS
Second Party : EXCELLA INFRAZONE LLP
Stamp Duty Paid By : EXCELLA INFRAZONE LLP
Stamp Duty Amount(Rs.) : 3,83,000
(Three Lakh Eighty Three Thousand only)



Please write or type below this line

Sanjiv Singh



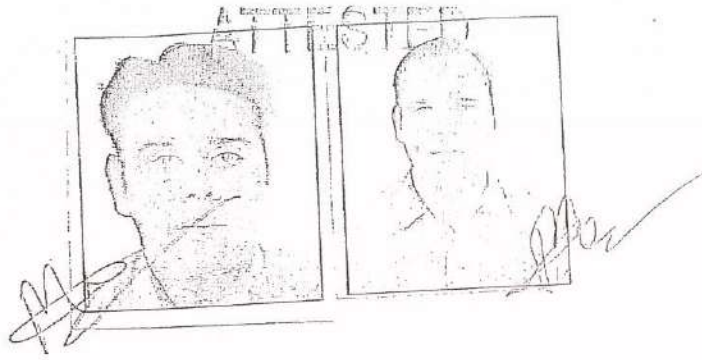
For Excella Infrazone LLP

Hareesh

Auth. Sign.



VO 0000765127



DEVELOPMENT AGREEMENT

Date of Execution - 21.09.2016
 Place of Execution - Lucknow
 Valuation - Rs. 54,70,000/-
 Stamp Duty Paid - Rs. 3,83,000/-
 Pargana - Mohanlalganj

DETAILS OF INSTRUMENT IN SHORT

1. Category of Land - Agriculture
2. Pargana - Mohanlalganj
3. Village - Bakkas
4. Detail of Property - Land Khasra No. 2837Sa, 2833/2, 2834, 2675Sa
5. Unit of Measurement - Hectare
6. Area of Property - 0.230 Hectare
7. Location of Road - 500 meter away from Main Sultanpur Road
8. Type of Property - Agriculture Land
9. Boundaries -

<u>Khasra No.</u>	<u>East</u>	<u>West</u>	<u>North</u>	<u>South</u>
2837Sa	Khasra No. 2851, 2852	Khasra No. 2676	Khasra No. 2677, 2833	Khasra No. 2838, 2849
2833/2	Khasra No. 2832	Other's Land	Khasra No. 2834	Khasra No. 2852, 2837
2834	Khasra No. 2805, 2803	Other's Land	Khasra No. 2835	Khasra No. 2833
2675Sa	Khasra No. 2837	Khasra No. 2674	Khasra No. 2676	Khasra No. 2672

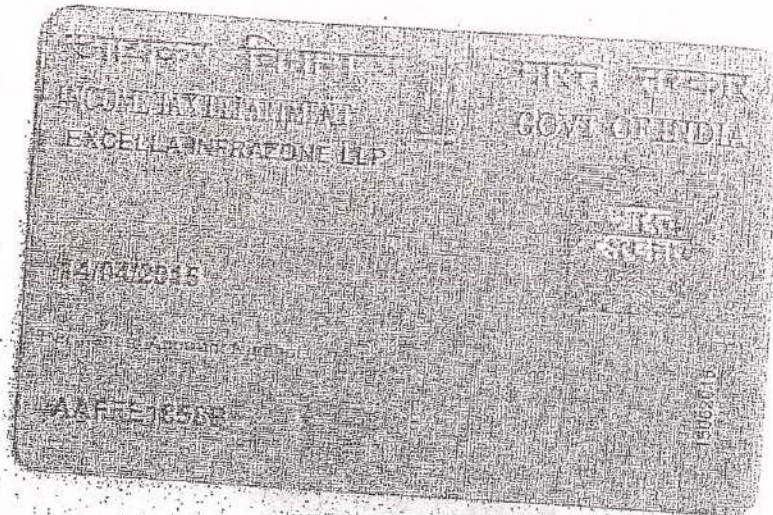
For Eycella Infrazone LLP

 Sign.

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AQQPS7197E
नाम / NAME
SANJEET SINGH
पिता का नाम / FATHER'S NAME
SARWAN SINGH BAINS
जन्म तिथि / DATE OF BIRTH
21-01-1982
हस्ताक्षर / SIGNATURE
आयकर अधिकारी, पटियाला
COMMISSIONER OF INCOME TAX, PATIALA



Sanjeet Singh



For Excella Infrazone LLP


Harvee
Auth. Sign.



For Excella Infrazone LLP
[Signature]
Auth. Sign.

LUCKNOW BAR ASSOCIATION
LUCKNOW
LAWYER'S PROFESSIONAL IDENTITY CARD

Enrolment No : U.P. 04324/2008
Member's Name : SAMRAT MISHRA
Father's Name : Late K. Mishra
Date of Birth : 04.08.1980
Address : 556/G/123, Subhash Nagar,
Amenbagh, Lucknow - 226001
Pager Number : 95583
Mobile Number : 9456220740


Atendra Singh, Adv.
Gen. Secretary



Adv. Atendra Singh



Sandeep Singh

उद्घरण खतोनी

ग्राम क्रमांक : 39030600064

ग्राम का नाम : ब्रकवास

परसना मोहनलालराज

तहसील : मोहनलालराज

जनपद : लखनऊ

फसली वर्ष : 1423-1428

भाग : 1

खाली	खालदार का नाम	पिता / पति / संरक्षक का नाम	निवास स्थान	भूमिक अधिकार प्राप्त होने का फसली वर्ष	खाल के प्रत्येक गाँव की खसरा संख्या	प्रत्येक गाँव का क्षेत्रफल (हे.)	खालदार द्वारा देव मालगुजारी सहित और आना देने या लगाने वाले अधिकारी का पद	दिम्पणी
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श्रेणी : 1-क भूमि जो संलग्न भूमिधरो के अधिकार में है।

00339 मं.हसीम मो.रसीद कटो म.ग्राम

1419फ. 2837स 0.4050
1419फ. 2833/2 0.1900
1419फ. 2834 0.1140
1419फ. 2837स 0.2530

1423फ./आ.तह.मोहनलालराज बाद स.1324/15-16/15-16/2.16 गावा स.2837स/0.4050, 2833/2/0.1900, 2834/0.1140, 2837स/0.2537स/0.0288हे.का 1/2 भाग रकबा 0.013हे.पांच किलो कुल रकबा 0.9750हे. मा.गु.60ख से विक्रेता मो.हसीम पुत्र श्री मोहम्मद रसीद नि.ब्रकवास का नाम खालिज करके क्रेता आर.एस. मेनेजमेन्ट कन्सल्टेंट प्रा.लि.मला 52से.18वीं चण्डीगढ़ द्वारा अखिलेश कुमार मिश्रा पुत्र वीरेंद्र प्रताप मिश्रा का नाम जरिये बैनामा दि.11.12.15 दर्ज हो 1हर.का./4.4.16

कुल गाँव : 0.9620



1423फ./आ.तह.मोहनलालराज बाद स.1324/15-16/27.1.16गावा स.2837स/0.4050, 2833/2/0.1900, 2834/0.1140, 2837स/0.2537स/0.2537स/0.0288हे.का 1/2 भाग रकबा 0.013हे. पांच किलो कुल विक्रीत रकबा 0.9750हे.का कुल भाग रकबा 0.745हे.मा.गु.60ख से विक्रेता मोहम्मद हसीम पुत्र श्री मोहम्मद रसीद नि.ग्राम का नाम खालिज करके क्रेता देवशिला इन्फ्रानो एल.एल.पी कार्यालय नं.न.422 अहममक लखनऊ द्वारा हसीम मिश्रा पुत्र बानु प्रकाश मिश्रा का नाम जरिये बैनामा दि.11.12.15 दर्ज हो 1हर.का./4.4.16 48.00

No. of First Party - I	No. of Second Party - I
Detail of First Party : Sanjeet Singh son of Sh. Sarwan Singh Bains resident of #552, Sector-18/B, Chandigarh-160018	Detail of Second Party : Excella Infrazone LLP, a limited liability partnership firm (LLP) incorporated under the LLP Act 2008 and having its registered office at [B-2/345, Vikas Khand, Gomti Nagar, Lucknow] through its authorised signatory Haresh Mishra son of Mr. Bhanu Prakash Mishra

This Development Agreement ("Agreement") dated this [21st] day of [September], 2016 is made at Lucknow by and amongst:

1. Sh. Sanjeet Singh son of Sh. Sarwan Singh Bains resident of #552, Sector-18/B, Chandigarh-160018, (hereinafter referred to as the "Owner" which expression shall unless repugnant to or inconsistent with the meaning or context thereof be deemed to mean and include his legal heirs, successors, administrators, and permitted assigns) **OF THE FIRST PARTY;**

AND

2. Excella Infrazone LLP, a limited liability partnership firm (LLP) incorporated under the LLP Act 2008 and having its registered office at [B-2/345, Vikas Khand, Gomti Nagar, Lucknow] through its authorised signatory Haresh Mishra son of Mr. Bhanu Prakash Mishra (hereinafter referred to as the "Developer" which expression shall unless repugnant to or inconsistent with the meaning or context thereof be deemed to mean and include its successors, administrators and permitted assigns) **OF THE SECOND PARTY.**

(The First PARTY and the Developer are hereinafter individually referred to as a "party" and collectively as "parties".)

WHEREAS

- A. The First PARTY has freehold /leasehold title over a piece and parcel of contiguous land parcel admeasuring approximately [0.230 Hectare] located at [Village-Bakkas, Pargana & Tehsil-Mohanlalganj, District-Lucknow], bearing Khata No. 00643 Khasra No. 2837Sa measuring 0.405 Hectare, Khasra No. 2833/2 measuring 0.190 Hectare, Khasra No. 2834 measuring 0.114 Hectare, Khasra No. 2837Sa measuring 0.253 Hectare & Khata No. 00517 Khasra No. 2675Sa measuring 0.013 Hectare (out of 0.028 Hectare) total 5 Kita total measuring 0.975 Hectare, situated at Village-Bakkas, Pargana & Tehsil-Mohanlalganj, District-Lucknow, out of which 0.230 Hectare is under this agreement for Development, more particularly described in Annexure-I hereto, (the "Project Land") vide sale deed dated

[31.08.2016] executed in favour of SANJEET SINGH, through a registered sale deed 31.08.2016 vide Book No. 1, Jild No. 7244, Page Nos. 271/302, at Sl.No. 14102 in Sub Registrar-Mohanlalganj, Lucknow;

- B. The Developer is a LLP engaged in the development of Commercial/Residential space including Group Housing Townships etc. and has represented to the First party that it has the capability and expertise to develop a Group Housing Project 'Excella Kutumb' (description of the project) on 6.15 Acre of land.
- C. Based on the representations made by the Developer, the First party has agreed to allow / permit the Developer to enter and access the Project Land on the terms and conditions set forth herein for the purposes of construction, development, sales and marketing of the First Party portion of land as its proportionate covered area in such manner and description as the Developer may deem fit (the "Project") (more Particularly defined in Annexure - II hereto);
- D. The Parties are now desirous to reduce the terms and conditions of the aforesaid grant, transfer and assurance in writing.

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:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"Agreement" shall mean this Development Agreement including any schedules or exhibits or annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;

"Applicable Law" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines (including, but without limitation, the foreign direct investment guidelines issued by the Reserve Bank of India or any Governmental Authority from time to time), policies, directions, directives and orders of any Governmental Authority, tribunal, board, court or recognised stock exchanges of India;

"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, sales and marketing of the Project contemplated under this Agreement;

"Area Sharing Ratio" shall have the meaning ascribed to it in clause 3.1 hereto;

"Business Day" shall mean any day other than Saturday, Sunday or any other day on which commercial banks are closed in Lucknow;

"Buyback Right" shall have the meaning ascribed to it in clause 3.2 hereto;

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

"Development Period" shall have the meaning assigned to it in Clause 2.2 hereof;

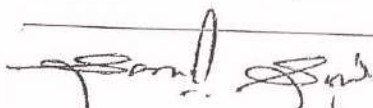
"Encumbrances" shall mean any mortgage, charge, pledge, lien, encumbrance, hypothecation or other security interest or security arrangement of any kind; or (ii) any easement or right of way; or (iii) any contractual right of set-off; or (iv) the interest of a vendor or lessor under any conditional sale 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;

"Force Majeure Event" shall mean and include any delay on account of non-availability of construction material or supplies, or on account of non-availability of adequate water supply or electric power back-up, or on account of any disputes with or disruption/ discontinuance of service by any agent, contractor, consultant or workers engaged by the Developer in relation to the Project, or on account of civil commotion or war or criminal action or earthquake, flood or any act of God, or on account of delay in taking certain decisions or providing Approvals by any Governmental Authority, or as a result of any notice, order, rule or notification of any Governmental Authority, or on account of any change in the policy of any Governmental Authority, or for any other reason beyond the control of the Developer.

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

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

"Project Land" shall have the meaning assigned to it in Recital A hereof;



"Project" shall have the meaning assigned to it in Recital C hereof;

"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.

1.2 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.
- (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.

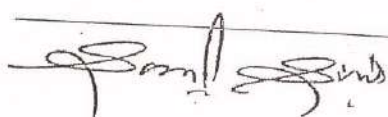
- (x) Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.

2. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

- 2.1 Subject to the terms and conditions of the Agreement, the Developer agrees to develop, construct and market the Project on the Project Land, at its sole cost and expense, and without requiring the First Party to contribute any amount towards the development, construction and marketing of the Project.
- 2.2 The First Party hereby authorizes the Developer to enter and access the Project Land for the purpose of development, construction and marketing of the Project, on an exclusive and irrevocable basis, provided that the Developer continues to perform its obligations under this Agreement.
- 2.3 Subject to the Force Majeure Event, the Developer shall endeavour to complete the construction, development, sales and marketing of the Project within a period of 60 months from the date of execution of this Agreement (the "Development Period"). In case of any delay in completion of construction, development, sales and marketing of the Project on account of any Force Majeure Event, the Development Period shall be deemed to have been extended by the period during which the Force Majeure Event was in force.
- 2.4 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.
- 2.5 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.

3. AREA SHARING MECHANISM & BUYBACK RIGHT

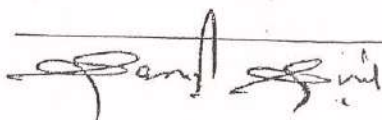
- 3.1 It is agreed amongst the Parties that 1% approx of the total built up area of the entire project (as specified Recital-B) saleable area will be allotted to Second Party however the actual distribution of the total built up area shall take place at a later stage and as per the mutual agreement between the Parties keeping in view the area allotted to which shall not be modified except with the consent of the Parties.
- 3.2 The Developer shall have the first preference to buy the aforementioned share of the First Party.



4. COVENANTS OF THE DEVELOPER AND THE FIRST PARTY

4.1 Each Party covenants with the other as follows:

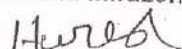
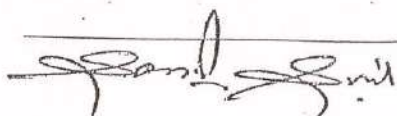
- 4.1.1 From the date of this Agreement, the Developer shall, subject to the performance of its obligations by the First Party as stipulated in Clause 4.2 hereof, obtain, at its own cost and expense and without seeking any reimbursement from the First Party, any and all Approvals required under the Applicable Law for construction, development, sales and marketing of the Project.
- 4.1.2 From the date of this Agreement, the Developer shall pay all the Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cesses, penalties or other payments outstanding in respect of the Project Land and for the construction, development, sales and marketing of the Project to any Governmental Authority or other statutory body or agency. In case any payment of Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cesses, penalties or other payments outstanding in respect of the Project Land and for the construction, development, sales and marketing of the Project to any Governmental Authority or other statutory body or agency is made by the First Party, the same shall be reimbursed to the First Party by the Developer.
- 4.1.3 The Developer shall use the Project Land only for the purpose of construction, development, sales and marketing of the Project and 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 Party of the First Party under any Applicable Law.
- 4.1.4 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, sales and marketing of the Project.
- 4.1.5 The First Party is entitled to ask for information from the Developer in order to determine compliance on the Part of the Developer with the terms and conditions and the Developer's obligations under this Agreement.
- 4.1.6 In order to facilitate the construction, development, sales and marketing of the Project and obtaining of Approvals by the Developer, the First Party would, if required, execute a special power of attorney in favour of the Developer or any of its nominees for the purposes of representing the First Party before the concerned Governmental Authorities. The First PARTY 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, marketing, sale of the Project and/or obtaining the Approvals by the Developer and/or for the purpose of transferring,



Paul Singh

leasing, licensing, assigning, alienating, or in any other manner dealing with or disposing off the building(s) and/or structures or facilities or Party thereof on the Project Land.


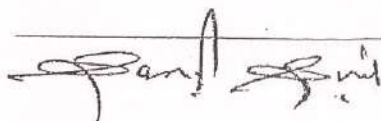
- 4.1.7 The Developer shall be entitled to do all such acts, deeds and things as may reasonably be required for the construction, development, sales and marketing of the Project including inviting tenders and offers for the purpose of construction, development, sales and marketing of the Project, enter 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, sales 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, sales and marketing 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 First Party indemnified and harmless from and against any and all Claims that the First Party may incur, insofar as such Claims directly arise out of, in any way relate to, or result from the non-performance by the Developer of its obligations to any such contractor/operator/person/entity including non-payment of any monies to such contractor/operator/person/entity.
- 4.1.8 The Parties shall be entitled to sell such portion of the Project which is available to it under the area sharing mechanism set out in clause 3 of this Agreement and retain the proceeds received as sale consideration thereof.
- 4.1.9 During the course of construction, the Developer shall protect the Project Land or structures constructed thereon and not allow any trespassers or encroachments on the Project Land or structures constructed thereon.
- 4.1.10 The First Party hereby grants to the Developer and any person engaged by the Developer for the construction, development, sales and marketing of the Project, the exclusive right to enter upon, occupy and use the Project Land for the purpose of construction, development, sales and marketing of the Project in accordance with the terms and conditions of this Agreement.



4. COVENANTS OF THE DEVELOPER AND THE FIRST PARTY

4.1 Each Party covenants with the other as follows:

- 4.1.1 From the date of this Agreement, the Developer shall, subject to the performance of its obligations by the First Party as stipulated in Clause 4.2 hereof, obtain, at its own cost and expense and without seeking any reimbursement from the First Party, any and all Approvals required under the Applicable Law for construction, development, sales and marketing of the Project.
- 4.1.2 From the date of this Agreement, the Developer shall pay all the Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cesses, penalties or other payments outstanding in respect of the Project Land and for the construction, development, sales and marketing of the Project to any Governmental Authority or other statutory body or agency. In case any payment of Taxes, charges, levies, lease rentals (whether one time or periodic), deposits, dues, duties, cesses, penalties or other payments outstanding in respect of the Project Land and for the construction, development, sales and marketing of the Project to any Governmental Authority or other statutory body or agency is made by the First Party, the same shall be reimbursed to the First Party by the Developer.
- 4.1.3 The Developer shall use the Project Land only for the purpose of construction, development, sales and marketing of the Project and 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 Party of the First Party under any Applicable Law.
- 4.1.4 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, sales and marketing of the Project.
- 4.1.5 The First Party is entitled to ask for information from the Developer in order to determine compliance on the Part of the Developer with the terms and conditions and the Developer's obligations under this Agreement.
- 4.1.6 In order to facilitate the construction, development, sales and marketing of the Project and obtaining of Approvals by the Developer, the First Party would, if required, execute a special power of attorney in favour of the Developer or any of its nominees for the purposes of representing the First Party before the concerned Governmental Authorities. The First PARTY 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, marketing, sale of the Project and/or obtaining the Approvals by the Developer and/or for the purpose of transferring,


Auth. Sign.

4.1.11 In order to facilitate the construction, development, sales and marketing of the Project, the Developer shall be entitled, at all times, to raise finances for the construction, development, sales and marketing of the Project, against the security of the Project Land and / or building(s) / facilities or structures to be constructed thereupon and the First Party shall, if required, grant such permission(s) and execute such document(s) as may be required for the purposes without any demur.

4.1.12 The First Party shall handover the entire chain of original title documents of the Project Land to the Developer. [consider detailing the title documents in a schedule]

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

4.2.1 submit applications to various Governmental Authorities, including the State Government, Government of India and their relevant ministries and departments, including Air Force, Airport Authority of India and concerned private utilities for obtaining any and all Approvals, orders, certificates, permissions, extensions, modifications, clearances and sanctions required in connection with full, free and uninterrupted development, construction, marketing and completion of the Project; including occupancy certificate and completion certificate and for obtaining water, sewer, electricity connection, or any other service facilities in relation to the Project;

4.2.2 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;

4.2.3 make applications for and on behalf of the Owners, and appear and represent the Owners before all Government Authority, make commitments and give undertaking, as may be required for procurement of Purchasable FAR in accordance with Clause 5.1 of this Agreement, and do all things as the Developer may deem necessary to procure such Purchasable FAR;

4.2.4 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 effected;

- 4.2.5 pay all out going (for and on account of the Owners), including municipal tax, rent, revenue and other charges whatsoever, payable in respect of the Project Land and receive refunds and other moneys including, compensation of any nature, and to grant valid receipt and/or discharge thereof;
- 4.2.6 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;
- 4.2.7 depose in any court of law or before any Government Authority, on behalf of and in the name of the Owners, in any matter concerning the Project;
- 4.2.8 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, 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;
- 4.2.9 make payment and/or receive the refund of all deposit, 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
- 4.2.10 make and file for insurance claims and other compensations, in respect of the built-up Project or any Part thereof, and the Project Land.

5. Representation and Warranties

5.1 Each Party represents and warrants to the other Party that:

- 5.1.1 it has full power and authority to enter into, execute and deliver this Agreement and to perform the actions contemplated hereby and is duly incorporated or organised with limited liability and existing under the laws of the jurisdiction of its incorporation;
- 5.1.2 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 action of such Party;
- 5.1.3 this Agreement constitutes the legal, valid and binding obligation of the Party, enforceable against it in accordance with its terms; and
- 5.1.4 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 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;

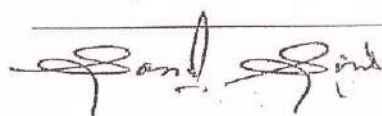
5.2 The First Party hereby represents and warrants to the Developer that:

5.2.1 **Project Land**

- (a) The First Party is the lawful owner of the Project Land having good and marketable title to the Project Land free from all Encumbrances;
- (b) The First Party's rights to develop the Project Land is free from any and all Encumbrances;
- (c) The First Party has not received any notice for acquisition or requisition of any portion of the Project Land;
- (d) Neither there is any pending condemnation or similar proceeding affecting the Project Land or any portion thereof nor the First Party has any knowledge that any such proceeding is contemplated in relation to the Project Land or any Party thereof;
- (e) There is no pending or threatened Litigation affecting the Project land or any Party thereof;
- (f) There is no contract, agreement, lease, power of attorney or any other document, other than this Agreement, executed by the First Party in favour of any third Party inter-alia transferring in any manner any of its rights, title, interest in relation to the Project Land;
- (g) Except as disclosed to the Developer, the First Party 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 Project Land to any Governmental Authority or other statutory body or agency;
- (h) There are no tenants or occupants, authorized or unauthorized, on the Project Land and no other person has any claim in respect of the same;
- (i) The Project Land is a contiguous piece and parcel of land owner and possessed by the First Party.

6. **INDEMNITY**

- 6.1 Each of the Parties agree to indemnify, defend and hold harmless the other Party from and against any and all Claims (excluding actual consequential losses) suffered or incurred or which may be incurred by such Party arising at any time and in any manner whatsoever, including:



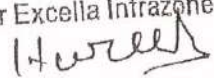
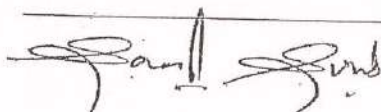
- 6.1.1 any misrepresentation in, any matter inconsistent with, inaccuracy in, or breach of any representation or warranties made by the other Party; or
- 6.1.2 any breach or non-performance (in whole or in Part) by the other Party of any of their covenants, agreements or obligations contained herein.
- 6.2 The Developer hereby agrees to indemnify, defend and hold harmless the First Party on account of any Claims suffered or incurred or which may be incurred by the First Party 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, sales and marketing of the Project.
- 6.3 The First Party agrees to keep the Developer indemnified on account of any Claim suffered or incurred or which may be incurred by the First Party due to any defect in title of the Project Land or Encumbrances over the Project Land.
- 6.4 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.

7. GOVERNING LAW AND JURISDICTION

- 7.1 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.
- 7.2 All disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts at Lucknow to which the Parties irrevocably submit.

8. DISPUTE RESOLUTION

- 8.1 In case of any dispute or claim arising out of or in connection with or relating to this Agreement, termination or validity hereof, the Parties shall attempt to first resolve such dispute or claim through discussions between senior executives of the Parties.
- 8.2 If any such dispute or claim is not resolved through such discussions within 30 (Thirty) days after one Party has served a written notice on the other Party requesting the commencement of discussions, such dispute or claim shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. For the purpose of such arbitration, there shall be 3 (three) arbitrators appointed in accordance this Clause (the "Arbitration Board"). First Party and Developer shall appoint 1 (one) arbitrator each, and



the (two) arbitrators, so appointed, shall then jointly appoint the third arbitrator, who shall serve as the chairman of the Arbitration Board.

- 8.3 All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be in Lucknow (U.P.), India.
- 8.4 Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.
- 8.5 The costs and expenses of the arbitration, including, the fees of the third arbitrator on the Arbitration Board, shall be borne equally by each Party to the dispute or claim and each Party shall pay its own fees, disbursements and other charges of its counsel and the arbitrators nominated by it, except as may be otherwise determined by the Arbitration Board. The Arbitration Board would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.
- 8.6 Any award made by the Arbitration Board shall be final and binding on each of the Parties that were Parties to the dispute.

9. **CONFIDENTIALITY**

- 9.1 This Agreement, its existence and all 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 and of the First Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, consultants and representatives of a Party, who have been advised of their obligation with respect to Confidential Information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Party and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (a) 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;
- (b) is disclosed with the prior written consent of the Party who supplied the information;
- (c) 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;

(d) is required to be disclosed pursuant to Applicable Law or is appropriate in connection with any necessary or desirable intimation to the Governmental Authority;

(e) 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

(f) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

9.2. It is agreed that the terms of this Agreement may be disclosed to the financiers of a Party or its affiliates, where reasonably necessary.

10. NOTICE

10.1 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 below and, or any other address subsequently notified to the other Parties for the purposes of this Agreement.

10.2 Any notice required to be sent under the terms of this Agreement shall be sent as follows:

If to the First Party:

Address: [House No. 552, Sector-18B, Chandigarh, Pin No. 160018]
Attention: [Sanjeet Singh son of Mr. Sarwan Singh Bains]

If to the Developer:

Address: [B-2/345, Vikas Khand, Gomti Nagar, Lucknow]
Attention: [Kishori Lal Goel, Director]

10.3 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).

- 10.4 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. GENERAL

11.1 Relationship between the Parties

The Agreement is being entered into on a principal to principal basis and shall not constitute the Developer as the legal representative or agent of the First Party. 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 First Party (except to the extent permitted under this Agreement). Except as may be specifically provided in this Agreement, the First Party 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.

11.2 Independent Rights

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.

11.3 Counter Part

This Agreement may be executed in any number of originals or counter parties, 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.

11.4 Variation

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

11.5 Assignment

- a) The Developer shall be permitted to assign any or all of its rights with respect to the Project Land under this Agreement, under due intimation to the First Party.
- b) The First Party shall not assign any of its rights or obligations under this Agreement.

11.6 Waiver

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.

11.7 Costs

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.

11.8 Severability

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.

11.9 Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

11.10 Further Acts

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 endeavours to obtain such approval.

11.11 Authorization

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.

11.12 Entire Understanding and Reasonableness

- (a) 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.

- (b) 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.

11.13 Valuation for the purpose of payment of Stamp Duty Paid-

That the land is situated outside the limit of Nagar Nigam Lucknow and lies in the Village of Rural Region and total area of the land under this builder agreement is 0.230 Hectare. Since Abadi in 0.050 mtr. circumferences of sold land exists, therefore residential rate for 0.050 Hectare is applicable and the circle rate as fixed by the Collector, Lucknow, for residential area is Rs. 7700/- per sq.mtr. and for circle rate of Agriculture land is 90,00,000/- per Hectare. Thus the valuation of 500 Sq.mtr. of the land comes to Rs. 38,50,000/- and valuation of rest area of 0.180 Hectare comes to Rs. 16,20,000/-. Thus the total valuation of said land comes to Rs. 54,70,000/-, upon which the stamp duty comes to Rs. 3,83,000/- @ 7%, as per Government Notification Order No. S.V.K.N.-5 -2756/11-2008-500(165)/2007 Lucknow dated 30.06.08 issued by Sansihagat Vitt, Kar Evam Nibandhan Anubhag-5, which is being paid vide e-Stamp Certificate No. IN-UP023584432032510 dated 05.09.2016. There is no construction on any Khasra Numbers.

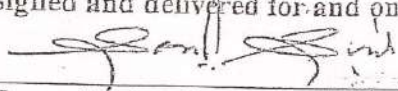
SCHEDULE OF PROPERTY

Khata No. 00643 Khasra No. 2837Sa measuring 0.405 Hectare, Khasra No. 2833/2 measuring 0.190 Hectare, Khasra No. 2834 measuring 0.114 Hectare, Khasra No. 2837Sa measuring 0.253 Hectare & Khata No. 00517 Khasra No. 2675Sa measuring 0.013 Hectare (out of 0.028 Hectare) total 5 Kita total measuring 0.975 Hectare, situated at Village-Bakkas, Pargana & Tehsil-Mohanlalganj, District-Lucknow, out of which 0.230 Hectare, which is bounded as below :-

<u>Khasra No.</u>	<u>East</u>	<u>West</u>	<u>North</u>	<u>South</u>
2837Sa	Khasra No. 2851, 2852	Khasra No. 2676	Khasra No. 2677, 2833	Khasra No. 2838, 2849
2833/2	Khasra No. 2832	Other's Land	Khasra No. 2834	Khasra No. 2852, 2837
2834	Khasra No. 2805, 2803	Other's Land	Khasra No. 2835	Khasra No. 2833
2675Sa	Khasra No. 2837	Khasra No. 2674	Khasra No. 2676	Khasra No. 2672

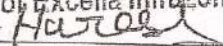
IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first herein above written.

Signed and delivered for and on behalf of the First PARTY


Name: Sanjeet Singh

Signed and delivered for and on behalf of the Developer

For Excella Infrazone LLP


Name: Haresh Mishra
Auth. Sign.
Excella Infrazone LLP

Witnesses

Witness No. 1


Samrat Mishra
Advocate
Collectorate
Court Lucknow





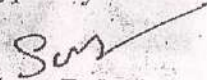
Witness No. 2

Sandeep Singh
Adv.
Collectorate
Court Lucknow

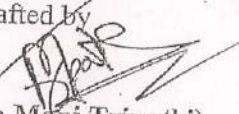




Typed by


(Sonu Balaji)
Collectorate, Lucknow

Drafted by


(Mukesh Mani Tripathi)
Advocate
Collectorate, Lucknow

गवाह

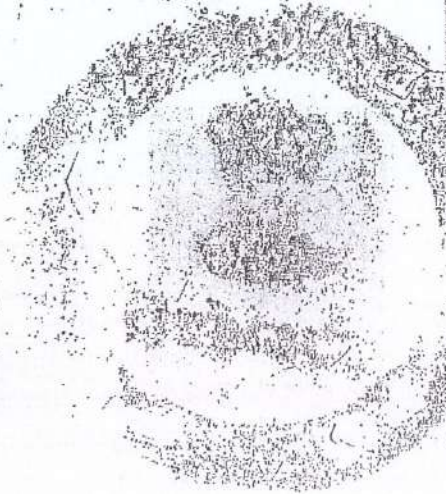
Registration No.: 15266

Year: 2016

Book No.: 1

W1 सम्राट मिश्रा एडवो0

कलेक्ट कोर्ट लखनऊ



W2 सुदीप सिंह एडवो0

कलेक्ट कोर्ट लखनऊ



A detailed map of land parcels, likely a cadastral or survey map. The map shows numerous irregularly shaped plots, each labeled with a handwritten number. The numbers are arranged in a somewhat grid-like fashion, though the boundaries are irregular. Some plots are labeled with numbers like 2695, 2694, 2689, 2688, 2685, 2693, 2686, 2687, 2681, 2680, 2679, 2678, 2677, 2676, 2675, 2674, 2673, 2672, 2671, 2670, 2669, 2668, 2667, 2665, 2663, 2661, 2660, 2659, 2658, 2657, 2656, 2655, 2654, 2653, 2652, 2651, 2650, 2649, 2648, 2647, 2646, 2645, 2644, 2643, 2642, 2641, 2640, 2639, 2638, 2637, 2636, 2635, 2634, 2633, 2632, 2631, 2630, 2629, 2628, 2627, 2626, 2625, 2624, 2623, 2622, 2621, 2620, 2619, 2618, 2617, 2616, 2615, 2614, 2613, 2612, 2611, 2610, 2609, 2608, 2607, 2606, 2605, 2604, 2603, 2602, 2601, 2600, 2599, 2598, 2597, 2596, 2595, 2594, 2593, 2592, 2591, 2590, 2589, 2588, 2587, 2586, 2585, 2584, 2583, 2582, 2581, 2580, 2579, 2578, 2577, 2576, 2575, 2574, 2573, 2572, 2571, 2570, 2569, 2568, 2567, 2566, 2565, 2564, 2563, 2562, 2561, 2560, 2559, 2558, 2557, 2556, 2555, 2554, 2553, 2552, 2551, 2550, 2549, 2548, 2547, 2546, 2545, 2544, 2543, 2542, 2541, 2540, 2539, 2538, 2537, 2536, 2535, 2534, 2533, 2532, 2531, 2530, 2529, 2528, 2527, 2526, 2525, 2524, 2523, 2522, 2521, 2520, 2519, 2518, 2517, 2516, 2515, 2514, 2513, 2512, 2511, 2510, 2509, 2508, 2507, 2506, 2505, 2504, 2503, 2502, 2501, 2500, 2499, 2498, 2497, 2496, 2495, 2494, 2493, 2492, 2491, 2490, 2489, 2488, 2487, 2486, 2485, 2484, 2483, 2482, 2481, 2480, 2479, 2478, 2477, 2476, 2475, 2474, 2473, 2472, 2471, 2470, 2469, 2468, 2467, 2466, 2465, 2464, 2463, 2462, 2461, 2460, 2459, 2458, 2457, 2456, 2455, 2454, 2453, 2452, 2451, 2450, 2449, 2448, 2447, 2446, 2445, 2444, 2443, 2442, 2441, 2440, 2439, 2438, 2437, 2436, 2435, 2434, 2433, 2432, 2431, 2430, 2429, 2428, 2427, 2426, 2425, 2424, 2423, 2422, 2421, 2420, 2419, 2418, 2417, 2416, 2415, 2414, 2413, 2412, 2411, 2410, 2409, 2408, 2407, 2406, 2405, 2404, 2403, 2402, 2401, 2400, 2399, 2398, 2397, 2396, 2395, 2394, 2393, 2392, 2391, 2390, 2389, 2388, 2387, 2386, 2385, 2384, 2383, 2382, 2381, 2380, 2379, 2378, 2377, 2376, 2375, 2374, 2373, 2372, 2371, 2370, 2369, 2368, 2367, 2366, 2365, 2364, 2363, 2362, 2361, 2360, 2359, 2358, 2357, 2356, 2355, 2354, 2353, 2352, 2351, 2350, 2349, 2348, 2347, 2346, 2345, 2344, 2343, 2342, 2341, 2340, 2339, 2338, 2337, 2336, 2335, 2334, 2333, 2332, 2331, 2330, 2329, 2328, 2327, 2326, 2325, 2324, 2323, 2322, 2321, 2320, 2319, 2318, 2317, 2316, 2315, 2314, 2313, 2312, 2311, 2310, 2309, 2308, 2307, 2306, 2305, 2304, 2303, 2302, 2301, 2300, 2299, 2298, 2297, 2296, 2295, 2294, 2293, 2292, 2291, 2290, 2289, 2288, 2287, 2286, 2285, 2284, 2283, 2282, 2281, 2280, 2279, 2278, 2277, 2276, 2275, 2274, 2273, 2272, 2271, 2270, 2269, 2268, 2267, 2266, 2265, 2264, 2263, 2262, 2261, 2260, 2259, 2258, 2257, 2256, 2255, 2254, 2253, 2252, 2251, 2250, 2249, 2248, 2247, 2246, 2245, 2244, 2243, 2242, 2241, 2240, 2239, 2238, 2237, 2236, 2235, 2234, 2233, 2232, 2231, 2230, 2229, 2228, 2227, 2226, 2225, 2224, 2223, 2222, 2221, 2220, 2219, 2218, 2217, 2216, 2215, 2214, 2213, 2212, 2211, 2210, 2209, 2208, 2207, 2206, 2205, 2204, 2203, 2202, 2201, 2200, 2199, 2198, 2197, 2196, 2195, 2194, 2193, 2192, 2191, 2190, 2189, 2188, 2187, 2186, 2185, 2184, 2183, 2182, 2181, 2180, 2179, 2178, 2177, 2176, 2175, 2174, 2173, 2172, 2171, 2170, 2169, 2168, 2167, 2166, 2165, 2164, 2163, 2162, 2161, 2160, 2159, 2158, 2157, 2156, 2155, 2154, 2153, 2152, 2151, 2150, 2149, 2148, 2147, 2146, 2145, 2144, 2143, 2142, 2141, 2140, 2139, 2138, 2137, 2136, 2135, 2134, 2133, 2132, 2131, 2130, 2129, 2128, 2127, 2126, 2125, 2124, 2123, 2122, 2121, 2120, 2119, 2118, 2117, 2116, 2115, 2114, 2113, 2112, 2111, 2110, 2109, 2108, 2107, 2106, 2105, 2104, 2103, 2102, 2101, 2100, 2099, 2098, 2097, 2096, 2095, 2094, 2093, 2092, 2091, 2090, 2089, 2088, 2087, 2086, 2085, 2084, 2083, 2082, 2081, 2080, 2079, 2078, 2077, 2076, 2075, 2074, 2073, 2072, 2071, 2070, 2069, 2068, 2067, 2066, 2065, 2064, 2063, 2062, 2061, 2060, 2059, 2058, 2057, 2056, 2055, 2054, 2053, 2052, 2051, 2050, 2049, 2048, 2047, 2046, 2045, 2044, 2043, 2042, 2041, 2040, 2039, 2038, 2037, 2036, 2035, 2034, 2033, 2032, 2031, 2030, 2029, 2028, 2027, 2026, 2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 201

Signature of First Party

Signature of Second Party

गुप्त निदेशक

21/09/2016

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गोपनीय निदेशक

गोपनीय निदेशक अधिकारी के लिये

एस. श्री. स्वयं प्रकाश

उ.नि.मोहनलाल

लखनऊ

21/09/2016