



1. Name of Office : Sub-Registrar Zone - II, Kanpur.
2. Date of Execution : 08-07-2005
3. Date of Presentation : 08-07-2005
4. Nature of Document : Agreement
5. Name of Presentor of document : Mr. Gaurav Agarwal S/o Shri Rakesh Kumar Agarwal resident of 8/59, Arya Nagar, Kanpur.
6. Name of Executants :
 1. Mr. Gaurav Agarwal S/o Shri Rakesh Kumar Agarwal resident of 8/59, Arya Nagar, Kanpur.
 2. Shri Rakesh Kumar Agarwal S/o Shri Milki Ram Agarwal, resident of 8/59, Arya Nagar, Kanpur, through his constituted attorney Mr. Gaurav Agarwal S/o Shri Rakesh Kumar Agarwal resident of 8/59, Arya Nagar, Kanpur, duly registered in the office of Sub-Registrar, Kanpur Zone-II, dated 07-07-2005.
 3. M/s. Vijilent Commodities Pvt. Ltd., having its registered Office at Flat No.11-B/1 Palm Avenue Kolkata-79, through authorized signatory Mr. Gaurav Agarwal

For Vijilent Commodities Pvt. Ltd.

Gaurav Agarwal
Director

Amrit

Gaurav Agarwal

कोजालाव काजपुर नगर

समाप्त - स्तम्भ

कम संख्या 32 स्तम्भ का प्रकार 10000

मूल्य रु. 300.00 विभाग स्तम्भ रु. 15

नाम के विभागाधीन विभाग स्टेटस के

विभाग/विभाग का नाम

पता 10000 10000 काजपुर

दिनांक 08-07-05

22/11/05 300000

5000 1000 5100 5100 5000

8/5 काजपुर काजपुर

8/7/05

8/7/05

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8/7/05



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(2)

S/o Shri Rakesh Kumar Agarwal
resident of 8/59, Arya Nagar,
Kanpur, duly authorized by the
board of resolution dated 7-7-2005
passed by the Board of Directors of
the company.

7. Name of Developers : Vinaykshree Real Estate Pvt. Ltd.
Regd. Office 123/778, Fazal Ganj,
Kanpur through its Director/
authorized signatory Mr. Shri Shri
Niwus Kushwaha S/o Shri Gobardhan
Ram Kushwaha.

S.No.	Numbers of Arazl	Arazi No.	Area
1.	1696-K, 1697, 1698, 1701, 34		0-360 Hectare
2.	1514, 1515, 1699, 1700 Villages Kotri Khyora, Kanpur.		0-210 Hectare
3.	1680		0-210 Hectare
4.	1664, 1665, 1684, 1685, 1686, 1687, 1728, 1729 and 1730 (1/2)		0-819 Hectare
5.	1746 Kha, 1747, 1748, 1648-Gha, 1744 Kha, 1745 1744 Ka 1648 Kha and 1750 Kha		2-0494 Hectare
6.	1727, 1732		0-100 Hectare
7.	1680		0-230 Hectare
	Total Admeasuring		3-8684 Hectare = 9.55 Acre

All azaies are situated in the Link Road and
inside the link road. In the said Azaies
97 Trees consisting of mangoes,
lemon, peach, orange, Kathi & verli

For Vigilant Company, Pte. Ltd.

[Signature]
Director

[Signature]

कोषामात काकपुत्र मण्डप

प्रमाण - स्वरूप

कुल संख्या (31) एकदम का प्रमाण
 मूल्य रु० राशि रु० 300.00 ✓
 नाम विद्यालय किरीटपुर स्टेडियम
 विद्यालय का नाम
 पता
 तारीख 08-07-05





(3)

03CC 917245

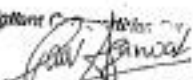
upto 10 years age & guava trees of
900 Nos upto 10 years age Total
valued @ 36,000/-
Total value of existing of both @. 43,275.00

- | | | | |
|-----|---------------------------------------|---|---------------------------------------|
| 9. | Present use of the Area | : | Agriculture (Total Area 3884 Hectare) |
| 10. | Circle rate prescribed by D.M. | : | Rs.3.0 Per Acre |
| 11. | Market value as per D.M. Circle rate: | | Rs. 28,68,000/- |
| 11. | Stamp duty payable | | Rs. 2,86,800/- |
| 12. | Stamp duty Paid | | Rs. 3,00,000/- |

THIS AGREEMENT is made on this EIGHT day of the July in the Year 2005.

BETWEEN

- I) **Shri Rakesh Kumar Agarwal, adult, S/o Shri Milk Ram Agarwal, resident of 8/59, Arya Nagar, Kanpur Nagar: through constituted attorney Shri Gaurav Agarwal adult S/o Shri Rakesh Kumar Agarwal, resident of 8/59, Arya Nagar, Kanpur.**
- II) **Shri Gaurav Agarwal, adult, S/o Shri Rakesh Kumar Agarwal, resident of 8/59, Arya Nagar, Kanpur:**
- III) **M/s. Vigilant Commodities Pvt. Ltd. Regd. Office Flat No.1-B Gunjan Apartment 11-B/1 Palm Avenue Kolkata -19 through its authorized signatory Shri Gaurav Agarwal which expression shall unless repugnant to the context or meaning thereof, be deemed and include his legal heirs, successors, representative, assignees transferees, now hereinafter called **FIRST PARTY.****

For Vigilant C

 Director





उत्तराखण्ड राज्य

मुख्य सं०..... शाखा सं०.....

जिला/प्रदेश का नाम :

पता..... बाल गंगाधर तिलक

वेनाडि.....





03CC 917246

(4)

AND

M/s. Vinayak Shree Real Estate Private Limited, a company duly incorporated under the Companies Act, 1956 having its registered office, at 123/728, Fazalgarh, Kanpur through its Director, Mr. Sri Niwasi Kishwaha, which expression shall unless repugnant to the context or meaning thereof be deemed to include its official, representatives, assignees, liquidators, now hereinafter called **SECOND PARTY**.

WHEREAS,

1. The **FIRST PARTY** are the absolute owner and in possession of following **Arazies** Nos. total admeasuring 3.8684 Acres/Hect. Agricultural Land through separate sale deeds executed by erst while owner in favour of the First Party on 01-02-2005, 07-05-2005, 09-05-2005, 13-05-2005 and 02-06-2005 duly registered in the Office of Sub-Registrar, Kanpur, all Arazies are situated at Katri Khyora, Kanpur, more specifically detailed as below :-

S.No.	Arazi No.	Area
1.	1696-K, 1697, 1698, 1701, ¼	0-360 Hectare
2.	1514, 1515, 1699, 1700 Village Katri Khyora, Kanpur.	0-210 Hectare
3.	1680	0-210 Hectare
4.	1664, 1665, 1684, 1685, 1686, 1687, 1728, 1729 and 1730 (1/2)	0-819 Hectare

4-176803

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काशीबाब काशीपुर नगर

काशीबाब काशीपुर नगर

कम संख्या..... काशीबाब काशीपुर नगर

मूल्य रु०..... काशीबाब काशीपुर नगर

नाम..... काशीबाब काशीपुर नगर

पिता/पति का नाम..... काशीबाब काशीपुर नगर

पता..... काशीबाब काशीपुर नगर

हस्ताक्षर..... काशीबाब काशीपुर नगर

०४-०१-०५





03CC 917247

	(5)	
5.	1746 Kha, 1747, 1748, 1648-Gha, 1744 Kha, 1743 1744 Ka 1648 Kha and 1750 Kha	2 - 0494 Hectare
6.	1727, 1732	0 - 100 Hectare
7.	1680	0 - 230 Hectare
	Total admeasuring	3.8684 Hectare = 9.55 Acres

A) Boundary of Arazi No.1727 (B) Boundary of Arazi No.1732 (1/2)

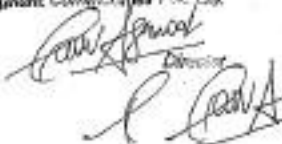
North : Land No.1726 North : Land No.1727
South : Land No.1732 South : Land No.1732 & 1733 & 1734
East : Link Mang East : Link Mang
West : Land No.1725 & 1728 West : Land No.1728

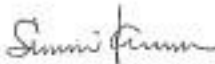
C) Boundary of Arazi No.1746 Kha,(D) Boundary of Arazi No.1648 Gha, 1648 Kha
1747 and 1748

North : Land No.1746 North : Land No.1649, 1657, 1658 and 1659
South : Land No.1750 South : Boundary of Vill. Khyora Kachhar
East : Link No.1745, 1750 East : Land No.1746
West : Land No.1648 West : Land No.1647

E) Boundary of Arazi No.1680, (F) Boundary of Arazi No.1696 Ka

North : Land No.1681 North : Arazi No.1695
South : Land No.1679 South : Arazi No.1692
East : Land No.1683 East : Arazi No.1694
West : Land No.1569 West : Arazi No.1705

For Vigilant Commis-




श्रीधरनाथ काजपुर नगर

नगरपालिका कार्यालय

जमिन मालिकता नं. ३३३

नगर नं. ३३३

नगर नं. ३३३

नगर नं. ३३३

नगर नं. ३३३

नगर नं. ३३३





03CC 917248

(6)

- G) Boundary of Arazi No.1697, (H) Boundary of Arazi No.1698
- | | |
|-----------------------|-----------------------|
| North : Arazi No.1698 | North : Arazi No.1701 |
| South : Arazi No.1692 | South : Arazi No.1697 |
| East : Arazi No.1696 | East : Arazi No.1696 |
| West : Arazi No.1700 | West : Arazi No.1700 |
- I) Boundary of Arazi No.1701, (J) Boundary of Arazi No.1664
- | | |
|-----------------------|-----------------------------|
| North : Arazi No.1704 | North : Land No.1668 & 1686 |
| South : Arazi No.1698 | South : Land No.1662 & 1663 |
| East : Arazi No.1996 | East : Land No.1686 |
| West : Arazi No.1700 | West : Land No.1665 |
- K) Boundary of Arazi No.1665, (L) Boundary of Arazi No.1684
- | | |
|-----------------------------------|----------------------------|
| North : Land No.1668 | North : Land No.1683 |
| South : Land No.1657, 1662 & 1663 | South : Land No.1685 |
| East : Land No.1664 | East : Land No.1688 & 1689 |
| West : Land No.1666 | West : Land No.1679 |
- M) Boundary of Arazi No.1685, (N) Boundary of Arazi No.1686
- | | |
|----------------------|------------------------------------|
| North : Land No.1684 | North : Land No.1685 & 1688 |
| South : Land No.1686 | South : Land No.1660 |
| East : Land No.1688 | East : Land No.1687 |
| West : Land No.1689 | West : Land No.1663, 1664 and 1688 |

For Vigilant Commodities Pvt. Ltd.

(Signature)
Director

(Signature)

(Signature)

छोटागढ़ कागपुत्र नगर

सुदूर - स्टार

पत्र संख्या: ३२ राज्य का प्रकाश

मूल रूप: स्थिति राज्य रूप ३०००००

नाम: छोटागढ़ सिरीसुखदे अर्थिक

पिता/पति का नाम

पता: पता नगर

तारीख: ०८-०१-८३





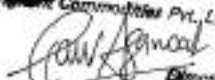
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- O) Boundary of Anzi No.1687, (P) Boundary of Anzi No.1728
- | | |
|----------------------------|----------------------------|
| North : Land No.1688 | North : Land No.1725 |
| South : Land No.1738 | South : Land No.1730 |
| East : Land No.1729 & 1730 | East : Land No.1727 & 1732 |
| West : Land No.1686 | West : Land No.1729 |
- Q) Boundary of Anzi No.1729, (R) Boundary of Anzi No.1730
- | | |
|----------------------|-----------------------------|
| North : Land No.1725 | North : Land No.1728 & 1729 |
| South : Land No.1730 | South : Land No.1737 |
| East : Land No.1728 | East : Land No.1731 |
| West : Land No.1687 | West : Land No.1687 |

The above land agricultural land has been referred as respect land hereinafter.

- THE FIRST PARTY is carrying out agricultural activity over such land but in consideration of future prospect and in order to contribute in the planned development of the Kanpur City, the FIRST PARTY has desired to develop their land as per norms prescribed by the Kanpur Development Authority.
- The FIRST PARTY has declared that its title and possession over the said land is absolute and clear in all respect and has not been charged, restricted by any Court of Law, Revenue Court, Tax Authorities and other competent authorities and undertakes full civil and criminal consequence for the truthfulness of this. This

For Vigor Commodities Pvt. Ltd.

 Director





कोशाग्र काठपुर मगद

जन्म - १९८५

जन्म स्थान: १८८५ काठपुर

मृत्यु स्थान: १८८५ काठपुर

नाम: १८८५ काठपुर

पिता/पति का नाम: १८८५ काठपुर

पता: १८८५ काठपुर

तारीख: १८८५ काठपुर

१८८५ काठपुर





03CC 917250

(8)

declaration is relied by the SECOND PARTY and is the very basis of the agreement.

4. M/s. Vijilant Commodities Pvt. Ltd. Constituents of the FIRST PARTY and M/s. Vinayak Shree Real Estate Private Limited being the SECOND PARTY hereby expressly declared that the execution of this agreement falls within the objects of the Company and the Directors duly representing respective Companies have been duly authorised by Board of Directors of the respective Company. This declaration is relied by the different signatories with agreement and is the very basis of this agreement.
5. The SECOND PARTY represented itself, as capable to develop the land of the FIRST PARTY as per his desire and in accordance with the norms of Kanpur Development Authority and has proposed to undertake this work of DEVELOPMENT OF LAND.
6. The FIRST PARTY has accepted the proposal of the SECOND PARTY, as per following terms and conditions:
 1. **CONTRACTUAL OBLIGATIONS AND RIGHT OF THE SECOND PARTY:**
 - 1.1 The Second Party will obtain necessary permissions for conversion of land from agricultural to non-agricultural from the competent authority, get the layout plan

For Vijilant Commodities Pvt. Ltd.

[Signature]
Director

[Signature]

[Signature]

कोषागार काठपुर नगर

उत्तराखण्ड - इटावा

समस्त... (32) ...
 मुख्य...
 नाम...
 पता...
 तारीख...





03CC 917251

(9)

sanctioned from Kangur Development Authority and will carryout necessary acts in consoction thereof and development works in accordance therewith.

- 1.2 The SECOND PARTY shall incur all the expenses in connection with carryingout the Development work and engage his personnels. .
- 1.3 The SECOND PARTY shall have absolute rights to make bigger block of land by merging the proposals of other land owners who are desirious for similar developments to have bigger local area development and advantageous sub-town planning.
- 1.4 The FIRST PATY will be provided by the Second Party 50% area of plot of land against the total area of plot of land available for use/sale as per layout plan sanctioned by the Kangur Development Authority. As per present norms 45% area of land under lay-out is required to be used for roads, parks and other public utilities and 55% area of land under lay-out is available as plots for use/sale. The FIRST PARTY will be provided as nearer as possible 50% of 55% area of land under lay-out plan. Thus this 27.5% area of plot of lands will depend upon actual lay-out plan sanctioned by the Kangur Development Authority and would vary. The Plots of Land provided to the FIRST PARTY will be out of residential use shown in the sanctioned lay-out plan by KDA.
- 1.5 The SECOND PARTY shall be absolute owner and in possession of remaining plots of land for use/sale.

For Vigilant Commodities Pvt. Ltd.

[Signature]
Director

[Signature]

[Signature]

कोशालाब काठपुर ताल

लुम्बिनी - स्टाभ

कम अंकित (2) स्टाभ का प्रकार

मूल्य रु०.....शक्ति स्टाभ रु०

मात्रा.....दिनांक १८/०३/८३

पिता/पति का नाम.....

पता.....

दिनांक ०८-०७-८३





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(10)

- 1.6 The SECOND PARTY shall be absolute owner and in possession of area of land left for road, public utilities etc. as per lay-out sanctioned by Kanpur Development Authority, and shall maintain and protect the same from misuse, public nuisance etc. SECOND PARTY shall be empowered to levy maintenance charges in respect of the plot sold to the prospective buyers for the purpose of maintaining the roads, park and other common utilities which will be made available in the complex and employ outside agency or frame out the scheme for carrying out these objects..
- 1.7 The Second Party will be fully empowered to advertise, display signboards, publish the project in any manner whatsoever at its cost, and to book, sell the plots / land, parking etc. of its share and to receive the earnest money, sale consideration from the prospective purchasers in respect of its share and give them valid receipts, and independently execute proper deed of conveyance, in the favour of the purchasers.
- 1.8 The SECOND PARTY will be fully empowered and authorized to execute sale deed / deeds or any other documents in respect of its plots of land as described above, as per its choice in favour of its prospective purchasers, and to get them registered, in the office of Sub-Registrar, Kanpur or to deal with its share, as absolute owner, without any further consent of the FIRST PARTY.

For Vigilant Composites Pvt. Ltd.

For Vigilant
Director

For Vigilant

Sumit Kumar

कोषागार कानून नगर

जुद्धन - स्टोप

कम संख्या १२२ खान का नाम ३०० का

मूल्य रु० ३०० शामिल स्टाम रु० ३००

नाम श्री. विनायक विठ्ठलराव पाटील

पिता/पति का नाम

पता ६२/२०३ वृद्ध

तारीख ०८-०७-८५





03CC 917253

(11)

- 1.9 That the area consumed in the Road widening will be excluded from the subject land of this joint venture agreement.
- 1.10 The SECOND PARTY have been given possession of the subject land by the FIRST PARTY for the purpose of carrying out necessary survey preparing drawings and lay-out plans. However until conversion of land from agriculture to non-agriculture is sanctioned by the Competent Authority, the FIRST PARTY shall carryout agricultural operations to extract agricultural produce. After the conversion of land from agriculture to non-agriculture, the physical development work will be carried out by the SECOND PARTY and its possession will be absolute possession.
2. **PERIOD FOR COMPLETION OF PROJECT:**
- 2.1 The SECOND PARTY undertakes to complete the Development work in the land within 3 years, after fulfillment of following statutory permissions:
- After conversion of land for non-agricultural use in compliance to Sanction 143 of U.P.Z Act.
 - Sanction of layout plan by Kanpur Development Authority.
 - Availability of all requisite permissions required for construction/development from concerned authorities.

For Vigilant Commodities Pvt. Ltd.

Director

कोटाबाद कोटापुर तालुका

तहसील - बटाखा

जमीन संख्या 32 स्वाम्य का पता

भूखण्ड सं० रासिल स्वाम्य सं० 32

नाम - विमलचन्द्र शर्मा

पिता/पति का नाम

पता - बटाखा गाँव

तहसील - बटाखा

08/01/85





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(12)

- d. With the mutual consent of the parties, said period for completion of project will further be extended.
- 2.2 Any delay, in carrying out the development activities, due to natural calamity, operation of law, riots, shortage of materials, and obstruction in construction due to unavoidable and unforeseen reasons and circumstances shall be ignored. The effected period shall not be taken into account, while, calculating the period of completion of project, and the effected period shall be considered as idle period.
- 2.3 In case of any dispute with regard to the title of the FIRST PARTY or due to other impediment caused by the FIRST PARTY, etc. the SECOND PARTY is unable to carryout the development, of the project the effected period in the dispute will not be considered, while calculating the period of completion of the project. Apart from it the SECOND PARTY will have absolute ownership right to retain and utilize the subject land, together with roads, perks, common area and facilities etc. therein, to the extent of the amount and other incidental expenses incurred in the said project.
- 2.4 That, after conversion of land use, the peaceful and vacant possession of the subject land as referred above will automatically vest into the SECOND PARTY in pursuance of this agreement, and no further action will be due on the part of FIRST PARTY, for achieving the intended objects, as contained therein.

For Vigilant Commodities Pvt. Ltd.

[Signature]
Director

[Signature]

[Signature]

पुस्तकालय-स्टॉफ

सुख-सुख

3.2. प्रयोग का प्रकार

मुख्य क०.

...सुखं भवति तदा ननु

2.1.3

पितृपतिं तथैव भामि

उत्तर

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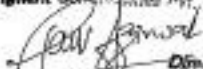
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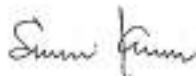
(13)

3. **LAND OWNERS OBLIGATIONS AND RIGHTS:**

- 3.1 To assist the SECOND PARTY for obtaining the approval of layout plan from Kampur Development Authority, and other permissions from statutory bodies, and to pay all dues, in respect of subject land, up to date of execution of this Agreement. If in case any kind of dues, taxes are discovered to be unpaid in future it will be perpetual and exclusive liability of the FIRST PARTY to pay it, on demand to the SECOND PARTY or Statutory bodies, as the case may be.
- 3.2 That the FIRST PARTY assure and covenant to the SECOND PARTY that till date said land, is not attached in the Income Tax Demand or Sales Tax dues etc. However in future if any financial liability of FIRST PARTY arises it will be realised from the share of the FIRST PARTY only or other assets belonging to the FIRST PARTY, in no case any portion of such demands of Income Tax, Sales Tax or any statutory dues, against FIRST PARTY, will be, recoverable from the share of the SECOND PARTY.
- 3.3 To indemnify the SECOND PARTY from losses arising, in all respects, with regard to perfect, good marketable title over the subject land and with the assurance that the FIRST PARTY has not been restrained by any Court, Revenue Court, Tax Authorities and other Competent Authorities, to enter into this Agreement.

For Vigilant Commodities Pvt. Ltd.


Director



कोशाबाव कामपुर नगर

जुमलप - स्टांमप

कृषा प्रकृति... राज्य का प्रकृति...
 नृत्य ल०... शामिल ल०...
 नाम...
 पिता/पति का नाम...
 पता...
 जन्म...
 २२-०१-०५

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(14)

5. **GENERAL**

- 5.1 By virtue of this Agreement, the SECOND PARTY is empowered and authorized to submit any applications, letter, bond etc. pertaining to approval, sanction and other activities, with regard to the development, at site, and completion of the project. However all expenses will be borne by the SECOND PARTY.
- 5.2 The SECOND PARTY shall indemnify to the FIRST PARTY in all respect of all claims, damages or expenses payable in consequence to any injury to any employee, workmen, nominee, invitee, while in or upon the subject land and claims of the prospective purchasers upto handing over the possession of plot of land/property.
- 5.3 All taxes, dues, in respect of subject to above referred land upto the execution of this Land Development Agreement will be borne by the FIRST PARTY.
- 5.4 That during course of existence of this agreement and thereafter, the FIRST PARTY, will not create any encumbrances or charges, over the subject land in any manner whatsoever, without the consent in writing by the SECOND PARTY.
- 5.5 The original title deeds dated 01-02-2005, 09-05-2005, 13-05-2005, 07-05-2005 and 02-06-2005, executed by erstwhile owners, in favour of FIRST PARTY in respect of said areas will be handed over to the sole arbitrator Mr. U.S. Gupta, C.A., Kanpur for safe custody.

For Vigilant Corporation Pvt. Ltd.

[Signature]
Director

[Signature]



03CC 917257

(15)

- 5.6 By virtue this joint Venture agreement, after handing over 27.5% duly developed plots to the First Party, the Second party will become the absolute owner of remaining 27.5% duly developed plots together with parks, roads etc. and other common, area and facilities available in the project, Second Party will be entitled to exercise all possessory and proprietary rights, absolutely. Being absolute owner thereby the second party will be fully empowered to dispose of them to the persons, companies etc. of its choice and in case of retention the Second Party will be entitled to get its name mutated in respect of the plot hold by him as absolute owner in the revenue record and other competent authority.
- 5.7 The name of the proposed developed colony / sub-township will be named by the SECOND PARTY.
- 5.8 This agreement is not a partnership, between the parties as FIRST PARTY do not carry any agency of the SECOND PARTY, as such, all taxes liability, including income tax, sales tax, capital gain taxes, will be the individual and independent liability of the party concerned.
- 5.9 After execution of this Agreement, the parties may with mutual consent, in writing alter, change, or modify any of the conditions, enumerated hereinabove, in case of such alteration without effecting the entire agreement upto extent of

For Vigant Commodities Pvt. Ltd.

[Signature]
Director

[Signature]

[Signature]

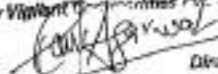
modifications the contract will be deemed to be renovated and parties will be bound to adhere the same.

- 5.10 That during course of Development or thereafter if FIRST PARTY creates any type of hindrances, obstructions or unwanted intervention by which the constructions activities will be stopped, hampered, or FIRST PARTY commits any breach of this agreement. The FIRST PARTY will pay 12% interest on / over the entire expenses incurred by the SECOND PARTY in the project upto restoration of normalcy to the SECOND PARTY, the said amount will be realized by the SECOND PARTY from the immovable and movable assets of the FIRST PARTY
- 5.11 That the FIRST PARTY shall execute a registered Power of Attorney in favour of person nominated by the SECOND PARTY to enable the SECOND PARTY for conversion of land use from agriculture to non agriculture, sanction of the lay out plan for obtaining various permissions/clearances as may be required to carryout the object of this agreement and to satisfy the competent authority about the authority of SECOND PARTY and to maintain secrecy of terms settled between the FIRST AND SECOND PARTY.
- 5.12 That entire expenses for execution and registration of this joint venture agreement to sell shall be born and paid by First and Second Party in equal ratio.

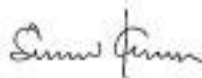
6. **ARBITRATION:**

All disputes or differences relating to specifications, breach of contractor, damage or otherwise in connection with the agreement during or after completion or interpretation of the terms etc. among the parties or their prospective purchasers shall be referred to the sole arbitrator Mr. U.S. Gupta, (C.A.) S/o Late Shri Har Narayan Gupta having its practicing office at 14/26-D, Civil Lines, Kanpur, Kanpur whose decision, shall be final and binding between the parties. Neither party will have any right to approach Civil Court pertaining to or arising out of

For Vincent Industries Pvt. Ltd.


Director





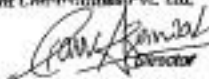
any matter directly or indirectly of this Land Development Agreement. The award of arbitrator shall be final, conclusive and binding upon the parties, no action can be taken by any parties of this agreement for enforcement of their rights without resorting to arbitration clause, as enumerated above.

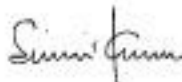
- 6.1 In case of incapability to hold the arbitral proceedings by the said U.S. Gupta, C.A. due to ill health, after receipt of written regret letter from said U.S. Gupta to commence the arbitral proceedings, the both parties of this agreement with mutual consent appoint some other sole arbitrator for holding the arbitral proceedings.

7. **AGREED PROCEDURE FOR CONDUCTING ARBITRAL PROCEEDINGS:**

It has been mutually agreed between the parties, that, in case of breach of any terms and conditions of this agreement, the aggrieved party will communicate his grievances to the other party by giving 15 days notice for redressal of the grievances, failing which, aggrieved party will have right to submit his claim to the said sole arbitrator, Sri U.S. Gupta, C.A., Kanpur, and a copy thereof be sent to the other party. After receipt of claim statement, the arbitrator will give 60 days time to the opposite party, for filing objections, in case of failure to do so, the arbitrator may give his award on the basis of material available on record, the award so given by the arbitrator, will be final and binding upon the parties.

For Vigilant Communities Pvt. Ltd.


Anil Kumar
Director


Suresh Kumar


Anil Kumar

(18)

Right hand Palm impression of Mr. Left hand Palm impression of Mr.
Gaurav Agarwal for self and on behalf Gaurav Agarwal for self and on behalf
of First party No.1 & 3 of First party No.1 & 3

1.



2.



3.



4.



5.



1.



2.



3.



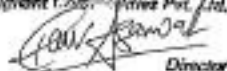
4.

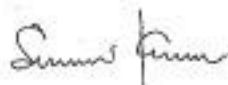


5.



For Vigilant Corp. Private Pvt. Ltd.


Director





(19)

Right hand Palm impression of Shri

Shri Nirvash Kushwaha

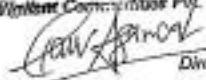


Left hand Palm impression of Shri

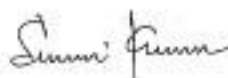
Shri Nirvash Kushwaha



For Nirvash Community Pvt. Ltd.


Director



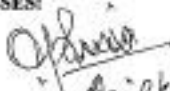


IN WITNESS WHEREOF THE PARTIES have affixed their signatures at Kanpur on the day, month given above.

WITNESSES:

FIRST PARTY

1.



Anil Kumar Singh
219 of F-10, Kanpur

(1) Rakesh Kumar Agarwal

(2) Gaurav Agarwal



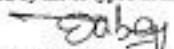
(3) M/s. Vijilant Commodities Pvt. Ltd.
Through its authorized signatory
Mr. Gaurav Agarwal

Vijilant Commodities
Kanpur

SECOND PARTY

Vinayak Shree Real Estate Pvt.Ltd.
Through Director
Shri Niwesh Kushwaha

Drafted by me & typed in my office


(Sarvesh Chandra Dubey)
Advocate

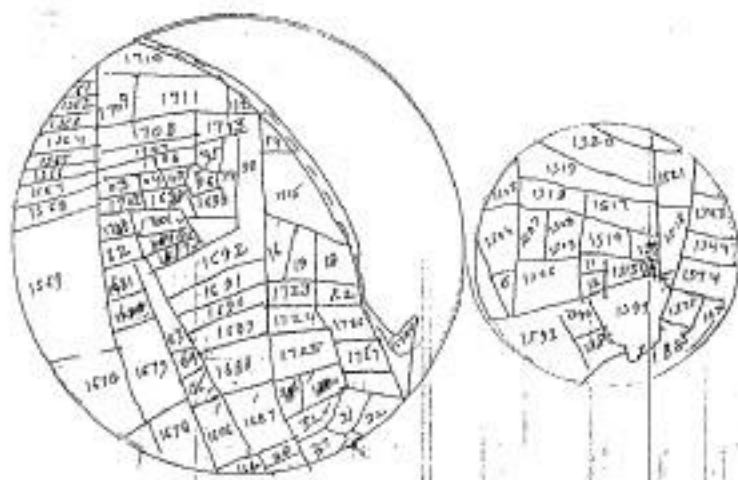
For Vinayak Shree Real Estate Pvt. Ltd.

Director



SITE PLAN OF ARAZI NO. 1699-K, 1697, 1698, 1701, 1514, 1515, 1699, 1700, 1680, 1664, 1665, 1684, 1685, 1686, 1687, 1728, 1729, 1730, 1746-KHA, 1747, 1748, 1648-GHA, 1744-KHA, 1745, 1744-KA, 1648-KHA, 1750-KHA, 1727, 1732, & 1680, AT VILL. KHYORA KATRI, TAHSEEL & DISTT. KANPUR NAGAR

SOLD AREA - 9.55 HECTARE



For Vigilant Communications Pvt. Ltd.

[Signature]
Director

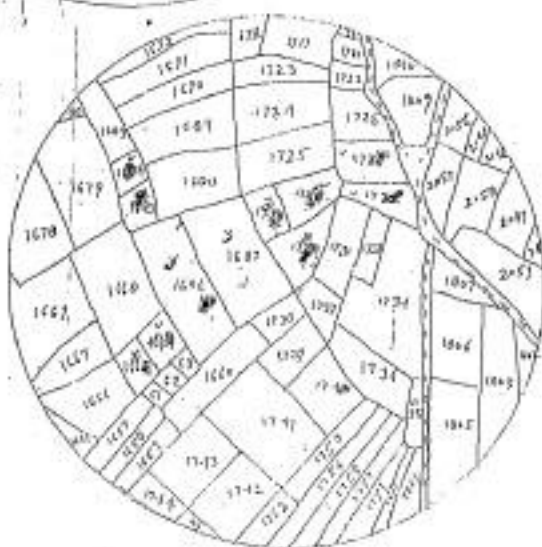
SIG. OF First Party

[Signature]

SIG. OF Second Party

[Signature]
K. S. SETHI & SONS
CHARTERS & SURVEYORS
CHARTERS & SURVEYORS
CHARTERS & SURVEYORS
CHARTERS & SURVEYORS

(2)



For Vigilant Corporation Pvt. Ltd.

[Signature]
Director

SIG OF first Party

[Signature]

SIG OF second Party

[Signature]
K. M. SINGH
DIRECTOR
VIGILANT CORPORATION
CIVIL COURT NO. 10
10/10/10