

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00108224375080L

29-Jul-2013 02:00 PM

SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN

SUBIN-UPUPSHCIL0100109895790576L

PAARTH INFRABUILD PVT LTD

Article 5 Agreement or Memorandum of an agreement

AGRICULTURE LAND OF VILLAGE MEERANPUR PINWAT DIST

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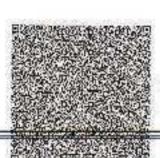
FRINGE DEVELOPERS PVT LTD AND OTHERS

PAARTH INFRABUILD PVT LTD

PAARTH INFRABUILD PVT LTD

40,00,000

(Forty Lakh only)



For Fourleat Developers (P) Ltd.

Authorised Signatory

For curieal Motels & Resorts (P) Ltd.

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Authorised Signatory

For DPG lefrastructure Pvt. Ltd.

Authorised Signatory

For Fringe Developers (P) Ltd.

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Authorised Signatory

For Fringe Infraestates (P) Ltd. For Lucknow Logistic Park (P) Ltd.

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Authorised Signatory

Minchery Authorised Signatory

Stauch Wanager

For Urban Infra Developers (P) Ltd.

the with Gov Authorised Stonatory FOURLEAF INFRADEVELOPERS PVT. LTD.

Authorised Signatory

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29-Jul-2013 02:03 PM

SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN

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PAARTH INFRABUILD PVT LTD

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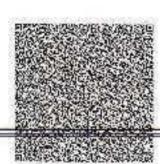
FOUR LEAF MOTELS AND RESORTS PVT LTD

PAARTH INFRABUILD PVT LTD

PAARTH INFRABUILD PVT LTD

40,00,000

(Forty Lakh only)





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Authorised Signatory

For Fringe Developers (P) Ltd.

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For Fringe Infraestates (P) Ltd.

(franchise)

Authorised Signatory

For Lucknow Logistic Park (P) Ltd.

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ulhonsed Signatory

For Four eal Mote's & Resorts (P) Ltd.

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Authorised Signatory

For Urban Infra Developers (P) Ltd

Authorised Signatory

FOURLEAF INFRADEVELOPERS PVT. LTD.

Authorised Signatory

Minish Gary **Authorised Signator**

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For DPG Infrastructure Pvt. Ltd.

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INDIA NON JUDICIAL Government of Uttar Pradesh Company Mary 8 ges

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29-Jul-2013 02:03 PM

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PAARTH INFRABUILD PVT LTD

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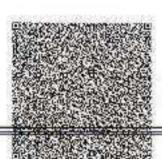
URBAN INFRA DEVELOPERS PVT LTD AND OTHERS.

PAARTH INFRABUILD PVT LTD

PAARTH INFRABUILD PVT LTD

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(Forty Lakh only)





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For Fringe Infraestates (P) Ltd.

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For Lucknow Logistic Park (P) Ltd.

For Fourleat Molets & Resorts (P) Ltd.

For Urban Infra Developers (P) Ltd

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For DPG Infrastructure Pvt. Ltd.

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Government of Uttar Pradesha

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Certificate No.

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Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

AGRICULTURE LAND OF VILLAGE MEERANPUR PINWAT LUCKNOW

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FRINGE INFRAESTATES PVT LTD AND OTHERS

Article 5 Agreement or Memorandum of an agreement

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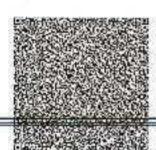
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(Forty Lakh only)





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For Fringe Developers (P) Ltd.

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For Urban Infra Developers (P) Ltd.

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Minishaurt Authorised Signatory

FOURLEAF INFRADEVELOPERS PVT. LTD.

Authorised Signatory

For Lucknow Logistic Park (P)

Branch Manager

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PAARTH INFRABUILD PVT LTD

Article 5 Agreement or Memorandum of an agreement

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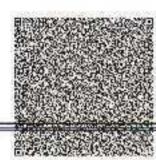
LUCKNOW LOGISTIC PARK PVT LTD AND OTHERS

PAARTH INFRABUILD PVT LTD

PAARTH INFRABUILD PVT LTD

18,36,000

(Eighteen Lakh Thirty Six Thousand only)





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Tol Foundat motors & Resorts (P) Ltd

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For DPG infrastructure Pvt. Ltd.

Marsham Authorised Signatory For Fringe Developers (P) Ltd.

Minishlory Authorised Signatory

For Urban Infra Developers (P) Ltd

For Fringe Infraestates (P) Ltd.

Authorised Signatory

FOURLEAF INFRADEVELOPERS PVT. LTD.

Authorised Signatory

For Lucknow Logistic Park (P) Ltd.

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For Paarih Infrabuild F

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Statutory Alerts

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DEVELOPERS AGREEMENT

Date of Execution

: 31/10/2014

Place of Execution

: Lucknow

Valuation

: Rs.24,54,09,346/=

Stamp Duty Paid

: Rs. 1,78,36,000/=

Ward/Pargan

: Bijnaur

DETAILS OF INSTRUMENT IN SHORT

| 1. | Nature of land | Agriculture | | | | | |
|-----|---|--|--|--|--|--|--|
| 2. | Ward/ Pargana | Bijnaur | | | | | |
| 3. | Mohalla/ Village | Village MecranpurPinwat, Lucknow, | | | | | |
| 4. | Details of Property | KhasraNo's233,218,219,211,212,220,2: 1,227,228,262,209,210,214,215,229,1 3,192,197,199,200,201,224,225,226,2 9,130,195,196,213,240,193,222,135,1: 6,121P,122P,229P,139,&167P | | | | | |
| 5. | Standard of Measurement | In Hectare | | | | | |
| 6. | Area of Property | 24.74936 Hoctare | | | | | |
| 7. | Location Road | Khasra No.233 on main Kanpur Road & Rest Land is more than 100 meter from the main Kanpur Road. | | | | | |
| 8. | Type of Property | Agriculture Land | | | | | |
| 9. | Boundaries | Mentioned below | | | | | |
| | | | | | | | |
| | | 10671 | | | | | |
| 10. | No of persons in first part (8); No of persons in second part (1) | | | | | | |
| 11. | Details First Party | Party Detail of Second Party | | | | | |

For Fourleaf Developers (P) Lld.

Authorised Signatory

For Fourleaf Watels & Resorts (P) Ltd.

hamilton) Autorised Signatory

For DPG Infrastructure Pvt. Lld.

Authorised Signatory

For Fringe Davelopers (P) Ltd.

Authorised Signatory

For Urban Infra Developers (P) Ltd.

For Fringe Infraestates (P) Ltd.

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FOURLEAF INFRADEVELOPERS PVT. LTD.

hindray Authorised Signatory For Lacknow Logistic Park (P) Ltd.

For Many Ruthorised Signatory



| Four Leaf Developers Private Limited | M/s Paarth Infrabuild Private Limited having its registered office at Plot no. 73, FIE, Paparganj Industrial Area, Delhi- 110092 through its Authorised Signatory Shri. Nitin Bhutani S/o Shri. Prem Kumar Bhutani |
|--------------------------------------|---|
| 1 | |

DEVELOPERS AGREEMENT

THIS DEVELOPERS AGREEMENT is executed on 31 day of October, 2014 at Lucknow BETWEEN:

(1) FOURLEAF DEVELOPERS PRIVATE LIMITED a Company duly incorporated under Indian Companies Act, 1956, having its registered office at C-200, Nirala Nagar, Lucknow, Through its authorized Signatory Sri. Shirish Garg, Asst. Manager Land & Legal S/O Late Sri. Amar Chandra Agarwal R/O Lohai Gali Bindki, Fathehpur, U.P., Authorised vide Board Resolution Date 13/10/2014 (Hereinafter jointly referred to as "The First Party/Owners which expression shall mean and include its heirs, successor, assignees, transferors etc.) The Lead Member of the Consortium.

(2) FRIGNE DEVELOPERS PRIVATE LIMITED, a Company duly incorporated under Indian Companies Act, 1956, having its registered office at C-200, Nirala Nagar, Lucknow, Through its authorized Signatory Sri. Shirish Garg, Asst. Manager Land & Legal S/O Late Sri. Amar Chandra Agarwal R/O Lohai Gali Bindki, Fathehpur, U.P., Authorised vide Board Resolution Date 13/10/2014 (Hereinafter jointly referred to as "The First Party/Owners which expression shall mean and include its heirs, successor, assignees, transferors etc.)

For Fourier Developers (P) Ltd.

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For Lucknow Logistic Park (P) Ltd.

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Alphorised Signatory

For DPG Infrastructure FVL Ltd.

Authorised Signatory

For Fringe infraestates (P) Ltd.

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For Urban Infra Developers (2) Ltd

JAN MAGA

Ear Pasylla Infrabulla Dvi, Ltd.

Authorised Signatory

- (3) FRINGE INFRAESTATE PRIVATE LIMITED, a Company duly incorporated under Indian Companies Act, 1956, having its registered office at 118-A, Model Town, Bareily, Through its authorized Signatory Sri. Shirish Garg, Asst. Manager Land & Legal S/O Late Sri. Amar Chandra Agarwal R/O Lohai Gali Bindki, Fathehpur, U.P., Authorised vide Board Resolution Date 13/10/2014 (Hereinafter jointly referred to as "The First Party/Owners which expression shall mean and include its heirs. successor, assignees, transferors etc.)
- (4) LUCKNOW LOGISTIC PARK PRIVATE LIMITED, a Company duly incorporated under Indian Companies Act, 1956, having its registered office at 118-A, Model Town , Bareily, Through its authorized Signatory Sri. Shirish Garg, Asst. Manager Land & Legal S/O Late Sri. Amar Chandra Agarwal R/O Lohai Gali Bindki, Fathehpur, U.P., Authorised vide Board Resolution Date 13/10/2014 (Hereinafter jointly referred to as "The First Party/Owners which expression shall mean and include its heirs, successor, assignees, transferors etc.)
- (5) FOURLEAF MOTELS AND RESORTS PRIVATE LIMITED, a Company duly incorporated under Indian Companies Act, 1956, having its registered office at C-200, Nirala Nagar, Lucknow, Through its authorized Signatory Sri. Shirish Garg, Asst. Manager Land & Legal S/O Late Sri. Amar Chandra Agarwal R/O Lohai Gali Bindki, Fathehpur, U.P., Authorised vide Board Resolution Date 13/10/2014 (Hereinafter jointly referred to as "The First Party/Owners which expression shall mean and include its heirs, successor, assignees, transferors etc.)

(6) URBAN INFRADEVELOPERS PRIVATE LIMITED, a Company duly incorporated under Indian Companies Act, 1956, having its registered office at C-200, Nirala Nagar, Lucknow, Through its authorized Signatory Sri. Shirish Garg, Asst. Manager Land & Legal S/O Late Sri. Amar Chandra Agarwal R/O Lohai Gali Bindki, Fathehpur, U.P., Authorised vide Board Resolution Date 13/10/2014 (Hereinafter jointly referred to as "The First Party/Owners which expression shall mean and include its heirs, successor, assignees, transferors etc.)

Abshorised Signatory

For Fourieal Motels & Resorts (P) Ltd.

miller Authorised Signatory

For DPG Infrastructure Pvt. Ltd.

For Fourleat Developers (P) Ltd. For Frings Developers (P) Ltd.

Absharised Signatory

For Urban Infre Developers (Pt Ltd.

Authorised Sichers

For DPG Infrastructure Pvr. Ltd.

Algebraican Signatory

For Fringe Infraestates (P) Ltd.

Authorised Signatory

FOURLEAF INFRADEVELOPERS PVT LTD.

Mrshay Authorised Signatory

For Lucknow Logisho Park (P) Ltd.

Authorised Sighatory

- (7) FOURLEAF INFRADEVELOPERS PRIVATE LIMITED a Company duly incorporated under Indian Companies Act, 1956, having its registered office at 117-B, Krishna Lok, DarogaKheda, MiranpurPinwat, Pargana- Bijnaur, Lucknow, Through its authorized Signatory Sri. Shirish Garg, Asst. Manager Land & Legal S/O Late Sri. Amar Chandra Agarwal R/O Lohai Gali Bindki, Fathehpur, U.P., Authorised vide Board Resolution Date 13/10/2014 (Hereinafter jointly referred to as "The First Party/Owners which expression shall mean and include its heirs, successor, assignees, transferres etc.)
- (8) DPG INFRASTRUCTURE PRIVATE LIMITED a Company duly incorporated under Indian Companies Act, 2013, having its registered office at 1/93, Vijay Khand Gomti Nagar, Lucknow, Through its authorized Signatory Sri. Shirish Garg, Asst. Manager Land & Legal S/O Late Sri. Amar Chandra Agarwal R/O Lohai Gali Bindki, Fathehpur, U.P., Authorised vide Board Resolution Date 13/10/2014 (Hereinafter jointly referred to as "The First Party/Owners which expression shall mean and include its heirs, successor, assignees, transferors etc.) All are the Member of the Consortium.

AND

PAARTH INFRABUILD PRIVATE LIMITED, a Company incorporated under the provisions of Companies Act, 1956, having its registered office of Plot no. 73, FIE, Paparganj Industrial Area, Delhi-110092, through its Authorised Signatory Shri Nitin Bhutani S/o Shri Prem Kumar Bhutani(hereinafter referred to as "The Second Party/ Developer" (which expression shall mean and include its

Second Party/ Developer" (which expression shall mean and include its successors, assignees, transferees etc.) authorized vide Board Resolution No. dated 20.10.2014

In this Agreement unless the context otherwise requires

For Fourieaf Covelopers (P) Ltd.

Milharisan Sidnalin

For Fringe Developers (P) Ltd

For Fringe Infraestates (P) Ltd.

For Lucknow Logistic Park (P) Ltd.

For Fourley' Motels & Resorts (F) Ltd

lk syl-Co., Wittonised Sylmatory For Urban Infra Developers (P) Lin

Authorised Signatory

FOURLEAF INFRADEVELOPERS PVT. LTD.

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Hereinafter The First Party/ Owner and The Second Party/ Developer are collectively referred to as 'Parties' and individually as 'Party' as the context demands.

WHEREAS:

- (A) The First Party No.1 is the absolute owner and is in possession of the land Khasra No's 233Sa measuring 1.818 Hoct., No.218 measuring 1.5756 Hect., & No. 219 measuring 1.525 Heet... Total 3 Kita Total measuring 4.9186 Hect, situated at Village -Meeranpur Pinwat Pargana- Bijnaur, Tehsil &Distt-Lucknow
- (B) The First Party No.2 is the absolute owner and is in possession of the land bearing Khasra No's 211 measuring 0.0695 Heet, No.212measuring 0.164 Hect., No. 218 measuring 0..3151 Hect., No.220 measuring 0.379 Hect., No. 221 measuring 0.115 HcctNo. 222 measuring 0.618 Hect., No. 227 measuring 0.999 Hcct., No. 228 measuring 0.832 Hcct., No. 262 measuring 0.319 Hoct.No.121P measuring 0.110 Hect. No. 122P measuring 0.0157 Heet, & No.229P measuring0.0539 Heet Total 12 Kita Total measuring 3.9902Hect. situated at Village –Meeranpur Pinwat Pargana- Bijnaur, Tehsil &Distt-Lucknow

(C) The First Party No.3 is the absolute owner and is in possession of the land

bearing Khasra No's 209 measuring 0.894 Hect., No.210 measuring 1.09266 Heet., No. 211 measuring 0.0695 Heet., No.214 measuring 0.101 Heet., No. 215 measuring 1.207 HcctNo. 218measuring 0.9453 Hect., & No. 229 measuring 0.0671 Hect., Total 7 Kita Total measuring 4.37656 Hect. situated at Village -Meeranpur Pinwat Pargana- Bijnaur, Tehsil &Distl-Lucknow.

For Fourleaf Developers (P) Ltd. For Fringe Developers (P) Ltd.

For Fringe Infragstates (P) Ltd. Wind Go

For Lucknow Logistic Park (P) Ltd.

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For Fourles: Wolels & Resorts (P) Lid.

For Urban Infra Developers (P) Ltd.

Authorised Signatory

Authorised Signatory For DPG Infrastructure Pvt. Ltd.

- (D) The First Party No.4 is the absolute owner and is in possession of the land bearing Khasra No's 133 measuring 0.028 Hect., No. 192 measuring 1.827 Hect., No. 197 measuring 0.538 Hect., No.199 measuring 0.129 Hect., No. 200 measuring 0.013 Hect& No. 201 measuring 0.471 Hect., Total 6 Kita Total measuring 3.006 Hect. situated at Village –Meeranpur Pinwat Pargana-Bijnaur, Tehsil &Distt-Lucknow
- (E) The First Party No.5 is the absolute owner and is in possession of the land bearing Khasra No's 224 measuring 0.849 Heet., No.225 measuring 1.137 Heet., No. 226 measuring 1.144 Heet., No.239 measuring 1.6485 Heet., Total 4 Kita Total measuring 4.7785 Heet. situated at Village – Mecranpur Pinwat Pargana-Bijnaur, Tehsil & Distt-Lucknow.
- (F) The First Party No.6 is the absolute owner and is in possession of the land bearing Khasra No's 130 measuring 0.645 Hect., No195measuring 0.765 Hect., No. 196 measuring 0.1115 Hect., No.213 measuring 0.266 Hect., No. 214 measuring 0.101 Hect., No. 240 measuring 0.768 Hect., & No.193Sa measuring 0.206 Hect., Total 7 Kita Total measuring 2.8625 Hect. situated at Village -Meeranpur Pinwat Pargana- Bijnaur, Tchsil &Distr- Lucknow
- (G) The First Party No.7 is the absolute owner and is in possession of the land bearing Khasra No's 193Sa measuring 0.206 Hect. No. 139 measuring 0.246 Hect. & No. 167 measuring 0.016 Hect Total 3 Kita Total measuring 0.468 Hect. situated at Village –Mecranpur Pinwat Pargana- Bijnaur, Tehsil & Distt-Lucknow
- (H) The First Party No.8 is the absolute owner and is in possession of the land bearing Khasra No's 193Sa measuring 0.206 Heet., No. 135 measuring 0.092 Heet. & No.136 measuring 0.051 Heet. Total 3 Kita Total measuring 0.349

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For Urban Infra Developers (P) Ltd

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For Lucknow Logistic Park (P) Ltd.

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Hect., situated at Village -Meeranpur Pinwat Pargana- Bijnaur, Tchsil &Distt- Lucknow

- (1) That the First Parties collectively, owns the property/land mentioned above total measuring 24,74936 Hectare situated at village- Meeranpur Pinwat pargana- Bijnaur, Tehsil & District-Lucknow, and their names are duly mutated in the revenue records.
- (2) That the First Parties among themselves formed a Consortium through an Agreement thereby has authorized ourleaf Developer Private Limited as the Lead member to represent the owners so as the Second Party/ Developers may have to deal for all purpose with the lead member only, and the dealing so done by the lead member shall be binding on all the first parties as mentioned above.

It is also agreed by the first party/owners that the consortium as referred above will remain enforce till this agreement remains enforce. However if there is any change/modification in the consortium agreement, the first party shall be free to make such amendments which does not affect the provisions of this agreement. In an event the first party wishes to make such change (which will not impact the project and second party interest in any ways) in the Consortium. The first party will intimate the second party about the same in writing in advance.

Further all communication done, monies paid and/or area handed over/allotted to lend member by the 2" party/developer shall constituted as liability discharged towards all consortium members. Also any/ all disputes among first parties shall not affect the terms and conditions as agreed in this agreement and second party/developer shall not be affected by any such event/dispute.

(3) That the First Party/ Owner desire to develop an integrated housing development on the said land and for this purpose has approached the Second Party/ Developer to carry out development on the said land and to

construct Housing Complex thereon;

For Fourleaf Developers (P) Ltd. For Fringe Developers (P) Ltd.

For Fringe Infraestates (P) Ltd.

Amillo. Authorised Signatory For Lucknow Logistic Park (P) Ltd. Altinonsed Signatory

(4) That the Second Party/ Developer is a reputed Developer and has enough expertise in developing quality projects has agreed to join hands with the First Party/ Owner towards fulfilment of the said object of constructing integrated housing development on the said land on the terms and conditions set forth and enumerated in this agreement herein below.

NOW THIS AGREEMENT WITHNESSETH AS UNDER:-

- 1) THAT both the parties have represented to each other that they are authorized and duly competent to enter into this agreement.
- THAT it is agreed and recorded that the Party hereto of the First Party/
 Owner hereby entrust and authorize the Party hereto of the Second
 Party/Developer to develop and construct the integrated housing
 /commercial development and shall make available the aforesaid Land to
 the Second Party/ Developer for development and construction of the
 said integrated housing development, to be carried out by the Second
 Party/ Developer on Land area of 24.74936 Heet. (Hereinafter referred to
 Integrated Housing Development).
 - 2b) That the second party/developer assures the first party that the proposed integrated housing projected will be of high quality. The second party has shared the initial planning to the first party vide their walkthrough, brochure. Further the first party very clearly understand the shared plans and designs are only tentative and shall be subject to changes as per prevailing market conditions/bye laws/rules/regulations etc.

For Fourleaf Developers (F) Ltd.

For Fringe Developers (P) Ltd.

For Fringe Infraestates (P) Ltd.

For Lucknow Logistic Park (P) Ltd.

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For Foundal Motels & Resorts (P) Ltd.

For Urban Infra Developers (P) Ltd

FOURLEAF INFRADEVELOPERS PVT, LTD.

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For DPG infrastructure Pvt. Ltd.

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- 3) THAT the First Party/ Owner assures to the Second Party/ Developer that:
 - (a) The title of the land is clear in all respect and there is no dispute on itand there is no dispute on it and the name of the First Party is duly mutated in the Land Revenue Records.
 - (b) The use of the aforesaid land of approx. 57 Acres is Residential and approx.23 Acres is Mixed Land, as per the LIDA Master Plan.
 - (c) The said land is situated on Approx. 80 Meter wide Main Kanpur Road, Lucknow.
 - (d) Some area falling within the boundaries of land offered by First Party is not in his ownership. First party has assured developer/second party that such non purchased area shall be arranged within 3 months of this agreement in case it is not possible to purchase such land, the same shall be deleted from the project boundary and the project boundary shall be modified accordingly.

The 2nd party is responsible for reconfirming the aforesaid condition 3 (a to c) from the Lucknow Industrial Development Authority and/or any other Government Body.

4) THAT the First Party/ Owner has declared and represented to the Second Party/ Developer that the said land owned is free from all charges, prior sale, gifts, mortgage, lien, tenancy, unauthorized occupation, claims,

litigations, demands, attachments, court decree and is free from acquisition and first party would indemnify the second party for the losses arise due to any dispute related with the ownership of land The First Party/ Owner assure that they will not enter into any kind of agreement/arrangement

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other than for the purpose of this agreement in respect of this land However if any dispute/litigation arises with regard to the said land then under those circumstances First Party/ Owner is bound to take immediate action and resolve the dispute at its own cost and expense within earliest possible time in which Second Party/ Developer shall give full co-operation and support to the First Party / Owner and if any amount is spent by the Second party / Developer, the First Party / Owner shall be under obligation to reimburse the said amount to the Second Party / Developer. It is agreed that such amount shall be spent by the Second Party / Developer after due consent of the First Party

- 5) THAT all the rates, cesses, taxes etc. in respect of the said land for the period up to the date of signing of this Agreement shall be borne and paid by the First Party/ Owner.
- 6) THAT after the signing of this Agreement the Second Party / Developer shall be authorized:
 - 6.1 To have complete control over the said land
 - 6.2 To enter upon and survey the said Land, prepare layout plan and service plans submit application for grant of licence to the concerned authorities, prepare development scheme, and to sign all papers for the purpose of various sanctions, permissions, representations.

affidavits etc. to procure the licenses, permissions, sanctions etc. from various departments/ Government boxlies. The Developers shall also be authorised to book, allot, sell, enter into agreement to sell and get the Deed executed and registered in respect of its proportion to the proposed buyers before the concerning registering authorities i.e. sub-registrar for self and on behalf of the first party/owner and to execute

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relevant document including the agreements for sale and sale deeds etc. all subject to as provided in Clause - 45 of this Agreement.

- To make and prepare and/or cause to be made and prepared all such 6.3 plans, specifications, maps and designs and/or any alterations in the existing plans and/or specifications as may be necessary required and advisable including for the purpose of sanction of Layout/Building Plan on the said Land utilizing - 2.5 FAR as per applicable law . Further the developer in order to maximize profits shall plan to achieve maximum achievable FAR, and/or for the purpose of constructing the buildings, and/or other structures on the above mentioned sanctioned FAR, refer to clause 47. Further it is agreed between the parties that the cost of all/any purchasable FAR over and above free of cost/ achievable FAR shall be paid by the first party. In an event first party finds it difficult to pay such cost before the release of layout, the second party shall pay the same in whole or part. First party agrees to reimburse such paid amount to second party within a period of 30 days or any other extended period mutually decided
- That the Second Party/Developer shall have the right to file any suit against any third party and to defend his right in respect of the integrated Housing development in any court of law if required and to engage Counsel (s) for the same at its own cost and expenses
- After handing over the possession of First Party/ Owner" share in the commercial/Housing Project, as delined in Clauses 44 hereof, the Owner shall authorise the Developer for execution of sale deed in

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favour of its own customers for sale of its share in such project. Such authorization shall be effective proportionately offer to the first party.

- 7) THAT if any document/documents need to be submitted and signed by the First Party/ Owner in person then the First Party/ Owner shall make his/its availability from time to time and ensure that the very object of this agreement shall not be frustrated in any manner.
- 8) THAT the First Party/ Owner shall provide all information and documents as may be required by the Second Party/ Developer in connection with the said Project and shall render all possible assistance and sign all applications, representation, petitions, indemnities, affidavits, plans and such other documents to enable it to obtain necessary sanctions, permissions and approvals.
- 9) THAT the First Party/ Owner shall be liable to get the NOC, Clearance of any Gram Sabha / Ceiling/LIDA Land (if any) in the project area (either through exchange of land or any other process) at its own cost and expenses, however the Second Party/ Developer on the request of the First Party/ Owner can offer their professional expertise in arranging the NOC at the cost and expenses of First Party/ Owner.

10) THAT the Second Party/ Developer shall sign & submit various plans or

applications to the concerned authorities for obtaining the requisite permissions, sanctions and approval of maps from the competent authorities in accordance with the applicable law or rules on the subject. The First Party/ Owner shall also execute such documents as may be reasonably necessary in this regard, if required. All expenses, charges

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etc. for preparation of plans, submission and passing of the maps by the authorities concerned shall be borne and paid by the Second Party/ Developer.

- That in the interest of the project, the First Party shall be required to sign various documents and drawings for approval which may or may not get the approval, in that event only the sanctioned documents shall be considered as legal enforceable documents and the rest shall be automatically deemed as cancelled. In case authority to sign such documents is delegated to the Second Party in that case the Second Party shall send a copy of such document to the First Party and the Second Party shall apply for the documents and drawings only after the written consent of the first Party.
- 12) THAT the Second Party/ Developer shall be entitled to take the refund of all fees, security deposits and other deposits which are of refundable nature deposited by the Second Party/ Developer for such purposes with various authorities either in its own name or in the name of the First Party/ Owner for seeking various approvals, licenses, permissions etc. in respect of the said project. The First Party/ Owner also undertakes that within 15 days of the receipt of any such refund referred to hereinabove, it shall pass on the same to the Second Party/ Developer and in the event of any delay beyond

this period the First Party/ Owner shall pay an interest @ 18% (Eighteen Percent) per annum on amount due/received by the First Party.

13) THAT the name of the proposed project shall be decided by the Second Party/ Developer in consultation with the First Party/ Owner. Second party shall use its name as developer/promoter of the said project and do

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all branding activities for the project accordingly. Further neither the First Party / Owner nor the Second Party / Developer or their respective successors, transferees and assignees shall be entitled to change the name of the proposed project without the prior written consent of the other Party.

- THAT after execution of this Developer Agreement the Second Party/ 14) Developer shall be at liberty to put up its sign boards, at the premises of the said Land with the legend that the building to be constructed as above is a integrated Housing development wherein the public is free to book the areas / Units in conformity with the plans sanctioned by the competent authority, and to have temporary site office in any part of the said Land of which physical possession has been handed over to the Developer for the purpose of construction and to fulfil obligations.
- THAT for the purposes of achieving any benefits including increase of 15) FAR if permitted by law the same shall be developed by Second Party/ Developer at its cost and expenses and shall be shared between the First Party / Owner and the Second Party on same ratio of ownership mutually agreed herein between the parties.
- 16) THAT the Second Party/ Developer after having obtained the relevant permissions/sanctions shall intimate to the First Party/ Owner in writing, by registered post or by hand delivery about having obtained the same.

THAT the Second Party/ Developer will develop and construct the 17) building upon the aforesaid land in accordance with the plan or plans

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duly approved and signed by Lucknow Industrial Development Authority and will develop the site, roads and parking area with its own resources and finances accordingly. The Second Party/ Developer shall also been entitled to stock/store materials, tools and machineries required for construction on any part of the aforesaid land during the construction and the First Party/ Owner shall not be entitled to create any obstruction or interruptions, hindrance or hindrances in the development and construction work/activity and completion of the integrated housing development as per the agreement. The First Party/Owner also promises and ensures that neither he nor his any successor or agent will obstruct the movement of the Second Party/ Developer, its agent, workmon constructions, chowkidar etc. Engaged for the achievement of the object of this agreement. The First Party/ Owner will sign all the necessary papers documents plans, affidavits, petition etc. addressed to or to be submitted before the Lucknow Industrial Development Authority, Lucknow, Nagar Nigam, Local Authority, Government or any other authority or U.P. Power Corporation Ltd. For the exclusive purposes of carrying out work pursuant to this agreement and the Second Party/ Developer through this agreement itself shall have powers to carry out the work under this agreement and such power shall continue to vest upon him until the completion of the project so as to enable the Second Party/ Developer to effectually complete the said integrated housing development under this agreement. The Second Party/ Developer will

erect and complete the said buildings in all respect in good substantial and workman like manner as per approved plans. The Second Party/ Developer shall have right to make publicity of the project at its own

cost.

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- 18) THAT the entire amount required for carrying out construction, development and completion of said project including the cost of transformer, lift, generator, water lifting pumps & charges and fees of the architect and all other statutory fees or charges or demands shall be met by Second Party/ Developer only. The First Party/ Owner shall not be responsible for any dues, fee charges, damages or demands in respect to any such charges or expenses whatsoever.
- 19) THAT the Second Party/ Developer has agreed and undertakes to expeditiously commence and carry out the project work and complete the said project within the period as detailed here under (excluding 4months time for layout approval from the development authority).

Commencing from the date of physical possession i.e. 16th July'14 (Sixteenth day of July, Two Thousand Fourteen), the Second Party shall complete the basic infrastructure work within a period of 3 years. Further the second party shall complete and handover First Party's/Owner's share within a period of 6 Years in phased manner of which the First Phase, within 4 years, shall comprise 33% of first party area; Second Phase, within 5 years, shall comprise 33% of first party area; Third Phase, within 6 years, shall comprise 34% of first party area; Third Phase, within 6 years, shall comprise 34% of first party areas; subject to force majeure, war or order of the government, Development Authority or any other Authorities intervention of the Court stopping or prohibiting

the Development, erection and construction of the proposed integrated housing development and for like reasons. In such an event the construction period shall be considered as suspended and necessary extension shall be provided to developer for carrying out its obligations

w.r.t handing over of owner's share.

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In an event the developer stills fails to offer the owners its share the developer shall be liable to pay interest @12% p.a. to the first Party quarterly. The principle value on which interest shall becalculated/paid will be arrived by multiplying unhanded over unrealized sellable area of the First Party/ Owners share in the total project by Rs 35,000 per SQ. MT, or prevailing sale price at that time, whichever is higher.

The developer undertakes and indemnifies the first party against any claims made by their customer for delay in handing possession during non-penal time period i.e. till 6th year. After 6th year the Second Party/ Developer undertakes to indemnify the First Party/ Owners against any claims made by customers of First Party/ Owner for delay in handing over the possession in excess of the penalty received by First Party/ Owner from the Second Party/ Developer as mentioned in this clause.

Any sub projects/ buildings forming part of First Party/ Owners share as offered by the Second Party/ Developer in terms of this clause of the agreement shall be habitable/ useable with fully developed and operational basic infrastructure attributable to such sub projects/ buildings.

20) THAT the original registered free hold sale deed (title deed) relating to the aforesaid land is presently available with the First Party/ Owner which shall be handed over to the Second Party/ Developer and original

documents shall be handed over to the resident/ flat owners society upon completion of project and formation of the Housing Society in view of the provision contained in the amended U.P. Flat Owner Act/Rules.

21) THAT the First Party / Owner has granted physical possession of above mentioned land to the Second Party / Developer except non purchased

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Khasra's falling within the project boundary, which would be purchased on/after execution of this developer agreement. However if there is any change in dimensions of the land/boundaries, due to any government / authority order, the delay due to such change shall be treated by mutual consent as extended date of handing over of the property to the second party for the purpose of clause no. 19 hereto.

THAT the First Party/ Owner shall not interfere with or obstruct in any manner in the execution, construction/ completion of the said Project by the Second Party/ Developer himself or any of its Agency/ Contractor appointed by the Second Party/ Developer as well as booking and sale of Second Party/ Developer's share of areas in the housing complex after the Second Party/ Developer has successfully settled and allocated the First Party/ Owners share as provided under Clauses 24, 46 hereto. Further the First Party/Owner or its duly authorized representatives shall be entitled to inspect the progress of the construction work and material used for construction, in case of any defect is found in construction work or quality of work, such defect shall be brought into notice of the Second Party/Developer and the Second Party/Developer shall correct these defects in best possible manner.

23) THAT the Second Party/Developer shall be liable for all claims, damages

or expenses payable in consequences to any injury to any employee, workmen, nomince, invited within or upon the said premises, during the completion of the project. The Developer shall also be responsible for any damages to buildings, whether immediate or adjacent or otherwise and any damages to roads, streets, bridges or ways etc. caused to the buildings and

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work forming the subject to this contract by frost, rain or intensity of weather up to the date of completion of the Project.

24) THAT the parties in consideration, for contributing land and developingaforesaid contributed land into project haveagreed to share the total covered/salcable area along with the proportionate share of land inclusive of salcable area of integrated Housing development to be constructed on the said land in the ratio of 27.5% to the First Party/ Owner or their heirs, nominees or assignees and 72.5% to the Second Party/ Developer or their heirs, nominees or assignees.

The said ratio shall also apply to all parking, basement, if any. However all common areas and amenities including. Staircase, Lobby and Lifts, Electric Equipment etc. shall not be a part of division and shall be handed over to the Association/RWA at suitable time.

In an event both parties mutually agrees to sell any area of the project as FSI, the distribution ratios and any other mechanism related to FSI sale shall be decided and be recorded prior to making such sale i.e. FSI sale.

Due to size & different land uses, project would comprise several subprojects, depending on the land use of particular land piece, vastu, and project aesthetics. It has been agreed between the parties that for the purpose of carmarking the share of first party, it shall be provided in each block horizontally as well as vertically.

The parties may mutually decides to distribute their shares of area block wise, in such case the Second Party shall ensure timely possession of owner's share as agreed in this agreement.

In cases where complete division/demarcation of the share of the owner is not feasible it shall be compensated/ adjusted in the other block/building/floor of the same land use. The difference, if any, in either way i.e. shortfall or excess in achieving the share of Owner, which cannot

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be divisible in built up area, shall be adjusted as per prevailing sellable rates of respective land uses

The distribution of shares shall be done on the sale drawings before the launch of particular sub-projects/buildings or at such time as may be mutually decided.

- 25) THAT it is agreed between the parties that the common passage or common staircase or common areas shall be jointly transferred by the parties to the flat owners Society as and when it is formed.
- 26) THAT the Second Party may construct Shops, Store Rooms, Servant Rooms in basement / stilt area (if allowed as per the LIDA Bye Laws), in different sub projects, it shall also be shared between the Owner and Developer in the same ratio i.e. 27.5:72.5 respectively.
- 27) THATtheDeveloper/SecondParty, shall be the exclusive Owner of the 72.5% of the allocated built-uparea in the proposed integrated Housing development and shall be exclusively entitled to deal with it at its own risk including right to retain, allot, accept booking, sell, lease the whole or part thereof, to make allotment/bookings, receive payment including advance from prospective buyers/allottees, banks, financial institutions, corporate bodies, to enter into the agreement(s) to sell the said area or part thereof out of its allocation. It is agreed and clarified that in case

otherwise if the Developer sell, take booking of the flat and advance from the prospective buyers, the Developer shall be deemed doing so on his responsibility and risk. The right of the Second Party/ Developer in respect of its 72.5% of the allocated area in the proposed integrated Housing development shall be deemed to have been agreed and acknowledged by the First Party/ Owner, only if the Developer fulfilled

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exclusive right titles and interest as well as possession over 27.5% of its allocated area as mentioned in this Agreement in respect of the proposed integrated Housing development with full liberty to deal with the same in any manner the First Party/ Owner may like. This ownership of both parties shall be effective on prorate basis, since the project would be completed in phased manner. It is clarified that the developer shall have all the rights stated above after handing over the constructed area of the owner share.

- 28) THAT if the First Party sells its share of units to some intending buyers, sale price / terms and conditions of sale / allotment shall be same as fixed by the Second Party to its Buyers to avoid any confusion / unfair competition between the First Party and Second Party. Further the First Party shall arrange to get signed the Standard terms and conditions of allotment by all its Buyers.
- 29) THAT if after the Completion of the project First Party wants to retain some units / flats of its share, all terms and conditions of allotment shall be applicable on First Party as it is applicable to all other unit/flat holders.
- 30) THAT the Charges for the Car Parking for the allocated share i.e. 27.5:72.5 percent of ownership shall also be unanimous for all the Unit Holders and will be collected by the Parties as per their share of ownership in the Project. Also if, club is being provided/proposed in the

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complex, the FSI area for Club will be consumed from the both parties share and the Charges for Club Membership shall be unanimous for all the Unit Holders which shall collected by both the parties from the unit owners of their share. Operation of the club/s shall be done on joint basis. However both the parties shall have the option to sell/purchase each other share and shall have first right of refusal in case of sell to third party & in such case amount of club membership collected by the seller party shall be transferred to the party who is purchasing other party's share. Individual share in the club can be sold to third party only after the approval/concurrence of other party. Any charges like PLC (Preferential Location Charges) and any other charges, which are not cost to the Second Party/Developer, will be collected and retained by the First Party/Owner, only in respect of their own share of project.

31) THAT the total saleable /constructed area including the roof/terrace (if sharing is done in single block) would be divided between the First Party/ Owners and Second Party/ Developer in the ratio mentioned above (72.5% to Second Party & 27.5% to the First Party) and the demarcation of the complex would be made on vertical and equitable advantageous basis to ensure equitable division. Before the launch of particular sub project/ building as mentioned in clause 24, the proportionate area of First Party/Owner and Second Party/Developer shall be demarcated in

the sale/sanctioned drawings of the said commercial/Housing Complex which will be evidenced by execution of supplementary agreement/exchange of letter duly signed by both the parties.

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THAT both the parties have agreed that the remaining common area of 32) the property will not be subject to any sale, transfer, lease which means that it shall not be transferred to anyone. The entire common area of the property will be used by the intending buyers of unit/flats owners of both the parties subject to charges realized from their in proportion to their allocation ratio. In case of any change of bye laws First Party/ Owner and Second Party/ Developer can mutually review this clause which shall be noted down in writing,

33) THAT the parties agree that incase the First Party/ Owner or Second Party/ Developer gets area in excess to their respective shares in the covered area of the said integrated Housing development, then in such case the party getting excess area shall pay the then market price of the same to the other Party. Such market price shall be calculated and fixed with the mutual consent of both the parties.

- THAT the Second Party/ Developer and the First Party/ Owner 34) (including their heirs, assignees and transferees) shall not make any external changes to the design or colours etc. so as to effect the front elevation of the building/s or its aesthetic beauty or integrated scheme.
- THAT the samp duty and other charges on conveyance in respect of transfer of proportionate right in the land along with built-up area, if required, will be borne by parties or their respective buyers in ratios of their shares.
- THAT it is further agreed that the completion of integrated Housing 36)

development would mean:-For Fourleaf Developers (P) Ltd.

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Infrastructure work:

 Development of roads, lying of sewer & water lines, green areas, electrification work etc.

Individual Building comprises

- Completion of the entire R.C.C. structure of earth quake resistant and good quality brick work;
- · Plastering, flooring and colouring of the building:
- All wooden/steel works (doors, windows, frames, including its polishing and painting);
- All internal& external electrical wiring including installation of transformer and generator for common services, sub-station as required by LESA;
- All sanitary and kitchen work, garbage disposal system, drainage, sewage etc.;
- Installation of lift, (if required), fire fighting equipments;
- Water arrangement;
- · Stair-case;

· Parking facility

Internal cabling for telephones, cable, internet;

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 All necessary arrangements which would justify the part of completion work of building;

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- Standard Specification as described in Annexure- A and forming part of the Agreement. Further any amendments shall be made mutually. The units of First Party share shall also be furnished with the Same Standard Specification as mentioned in Annexure- A. Further Second Party may proposesome additional specification / features to its Proposed buyers for which it shall charge Additional Cost, in case First Party also require to avail any additional specification / features for its units it would be provided by the Second Party on same Additional Cost as it charged from its own Buyers / Customers.
- 38) THAT the Second Party/Developer agrees and undertakes to indemnify and keep harmless and indemnified the First Party/Owner against all or any claims which may be made by any person during the course of construction and completion of the integrated Housing development and or in respect to provisional sale or dealings by the Second Party/ Developer with third parties of the areas in the integrated Housing development.
- 39) THAT the First Party/ Owner shall do all acts, deeds, matters and things, as is are or may from time to time, be necessary to give effect to these presents or to implement the same and shall not transfer, charge, create, encumbrance, alienate or part with the possession of the project land or any part thereof or do anything which may contravene the terms of this

agreement

40) THAT the First Party/ Owner and Second Party/ Developer have entered into this agreement purely on a principal basis and nothing stated herein shall be deemed to or construed as a partnership between First Party/ Owner and the Second Party/ Developer nor shall the Second Party/

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Jhaish Gary Authorised Signatory Developer and the First Party/ Owner in any manner constitute an association of person(s).

- THAT the First Party/Owner assures that if at any time hereinafter it is discovered or found that the aforesaid land is subject to any charge, encumbrance or liability prior to the execution of this Developer Agreement then such liability is attributable to the First Party/Owner alone who shall be responsible to perform such obligations and the Developer/Second Party shall be entitled to clear the same and recover them along with the costs or other expenses from the First Party/Owner including the right to recover it by selling or transferring proportionale usable area falling in the share of the First Party/Owner to the extent of the loss caused to the Second Party after the same is determined by mutual consultation.
- 42) THAT the amount of E.D.C. for individual units or any other charges demanded/imposed by the Govt. & it's authority shall be recovered & payable by the Second Party/ Developer for all units. Further the First Party/ Owners shall arrange for the recovery of such amount from the unit holders on its 27.5% share directly or through itself. Further the first party shall only be liable to reimburse/pay actual EDC paid/charged by the authorities from the developer.

Both parties understand and agree that firefighting charges

recovered/recoverable from customers/units/area in building above a height of 45 mfrs (as per present norms, where extra provision are required to be installed) shall be fully retained (100%) by the developer. Further this height stipulation shall be changed/modified automatically with the change in applicable byelaws. However in cases where the building height is less than 45 sq. mtrs (whereas per existing bye laws no special fire

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prevention/safety provision are required to install), the firefighting charges collected shall be retained by the parties as per their area sharing ratio i.e. 27.5: 72.5.

Further the first party shall also be liable to pay 50% of the generator backup charges recovered/recoverable on their share of area i.e. 27.5%.

Both parties understands and agrees that LD.C. (if charged) will be collected by both the Parties as per their share of allocation in the Project and first party is not liable to reimburse/pay anything to the developer towards LD.C charge.

In the case the First Party/ Owner does not sells/alienate his part of allocation, the First Party/ Owner himself shall be liable to pay to the Second Party/ Developer the EDC, generator back up charges or any other charges demanded/imposed by the Govt& it's authorities in proportion to actuals. In the event the First Party/ Owner's delay in making the payment of the said actual charges for 30 days period or more, from the date of demand received, the Second Party/ Developer shall be entitled to impose Interest/charges/penalty if actually paid and levied by the Government as per the Government norms for the same.

43) THAT the parties herelo shall be liable in respect of income tax and other fiscal liabilities/taxes for their respective shares of build or un-build areas and/or proceeds thereof and keep indemnified each other against any claim or demand.

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- 44) THAT as soon as the First Party/ Owner's share of building is completed, Second Party/ Developer shall give notice to the First Party/ Owner or as per terms of this deed to take possession of the First Party/ Owners allocation in the Building and as all times thereafter, First Party/ Owner and Second Party/ Developer shall be respectively responsible for payment of all Municipal and Property taxes and other imposition whatsoever of their share.
- 45) THAToncompletionoftheProject or part thereof i.e. when it becomes habitable and upon handing over of the allocated shares thereof to the First Party/Owner, the Second Party/Developer shall become owner of remaining 72.5% allocated share in the Project by means of this agreement, and shall have rights to get executed and registered the sale deed of their proportionate share. This would be applicable in the same proportion as the possession of the first party/owner share has been handed over duly acknowledged by the first party in writing.
- Developer may at his own risk and responsibility obtain booking of any area forming part of its allocation after obtaining License/ Approval from the competent authoritybut only after demarcating the respective share of both the parties as mentioned in clause 24 & 31. The Parties further agree and undertake to keep the other Party harmless and indemnified against all

claims and demand resulting therefrom. The First Party/ Owner shall have the option to sell his share through Second Party/ Developer for which selling amount shall be decided at the time of finalizing the selling rights.

47) THAT the second Party/Developer and First Party/Owner shall in normal course register all the conveyance / transfer deeds jointly. However, the

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Second Party/ Developer, after fulfilling the requirement of Clause 46 hereto shall be free to and entitled to execute transfer deed(s) as per the provisions made in Clause 6.5, by his own signatures only in respect of his allocated share of 72.5% after duly handing over of completed share of the First Party/ Owner as specified under clause 23 herein above.

THAT it is further agreed between the parties that in case of any increase in the permissible F.A.R. for the proposed integrated Housing development thereafter subject to legal sanction by the authority concern the Second Party/ Developer if willing will carry out further constructions on the same terms and conditions as in the agreement, including the ratio of allocation of areas/spaces. The paid cost of purchase of such additional Purchasable FAR area shall be reimbursed by the First Party/ Owner and the Cost of construction and any other cost payable on such basis as applicable above for construction of main project shall be borne by the Second Party/ Developer, However, if the Second Party/Developer fails to enter into an understanding with the party of the First Parl/Owner within three months from the date of letter issued by the party of the First Part/Owner informing about such additional F.A.R, then the First Party/Owner is free to carry out such further construction as they may deemed fit in their absolute discretion without any recourse available to the party of Second Part/Developer & the second party/ developer shall make available all such additional FAR in independent blocks/ buildings to the First Party/ Owner & not above any

constructed and/or to be constructed buildings.

48) THAT the Common areas of the Integrated Housing Development shall be maintained by Second Party/Developer or professional maintenance company appointed by the Second Party/ Developer on mutually agreed

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terms and conditions with the First Party/Owner. The necessary maintenance charges shall be paid proportionately by the First Party/Owner and the Second Party/ Developer or their respective huyers in their area sharing ratio irrespective of the occupancy after completion of the project.

- 49) THAT Since considerable expenditure, efforts & expertise is involved in obtaining the licenses for the proposed Integrated Housing Development; it is the condition of this agreement that after obtaining the license and the required permissions from the concerned authorities for the said integrated Housing development, the first party/owners shall not end/interrupt/cancel the agreement abruptly. However in an event of any dispute rising due to non-compliance of terms/condition laid out in this agreement by the parties, if not settled through any mechanism mutually such as call & put option and or any other, shall be referred to dispute reconciliation process as per clause 58 of this agreement
- 50) THAT the First Party shall not enter into any form of agreement in respect of the present land for any other purposes till the cancellation of this agreement as per Law.
- 51) (A) THAT after the completion of the construction, Second Party / Developer shall apply for Compounding (if any) with the development Authority. If any additional area is being achieved under compounding.

which can be sold and shared individually, in this scenario the compounding charges and area shall be shared in the same ratio of

27.5:72.5.

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However for any compounding of area which cannot be shared / sold to individual buyers, cost of such compounding charges shall be exclusively born and paid by Second Party / Developer.

- (B) Second Party / Developer shall apply & obtain completion Certificate at its own cost and Expenses.
- 52) THAT ultimate responsibility for quality of construction shall rest upon the Second Party/ Developer exclusively.
- 53) THAT it is agreed that the terms of this Developers Agreement can be altered or modified by way of a supplementary Agreement which shall be written and signed by the parties.
- 54) THAT the Second Party/ Developer shall pay the land owner a sum of Rs. 30,00,00,000/- (Rupees Thirty Crores Only) as interest free refundable security.

Out of said Security Deposit the Second Party has already paid Sum of 12,60,00,000/- (Twelve crores sixty lakhs only) to the "Four Leaf Developers Private Limited. The First Party/parties acknowledges the same.

Further the second party has furnished cheques of the balance payment of Rs. 17,40,00,000./-(Seventeen Crores and Forty Lakhs only). The details for the same are mentioned in annexure. However, remittance of balance security money of Rs 17.40 crores as detailed above will not be holded or stopped by the Second party/ developer for non-acquisition of balance land by

the First Party/owners.

55) THAT the First Party undertakes to refund the aforesaid security deposit i.e. a sum of Rs. 30,00,00,000/- (Rupees Thirty Crores Only)without interestwithin 30 days from date of offer of possession made by the Developer.

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The First Party shall only be liable to refund the Security Deposit in 3 phases as mentioned in clause 19 i.e. after completion of the project in phased manner.

In an event the First Party opts not to take actual possession of area offered timely, as offered by second party, it shall still be liable to pay the security deposit due.

It is further agreed that incase of non-payment of the aforesaid refundable security amount proportionately to the Second Party/Developer by the First Party/Owner within a period of the 30 days from the date of such intimation for handing over of the share to the First Party/ Owner, failing which, the Second Party/ Developer shall become entitled to adjust the said amount by selling the First Party/ Owner's share in the share of the saleable area of the First Party/ Owner in the said complex, which shall be calculated as mutually between the two parties along with the PLC &other charges of the saleable area.

- THAT this Agreement merges and supersedes all prior discussions, MOU and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the consent of the parties hereto. All expenses, if any, required further for transfer of title after completion of the project in favour of the Second Party/Developer shall be borne exclusively by the Second Party/ Developer.
- 57) THAT if any provision of this agreement shall at any time is determined to be void or unenforceable under applicable law, such provision shall be deemed to be amended or deleted, with the mutual consent of both the

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parties, in so far as reasonably consistent with the purpose of this agreement and to the extent necessary to confirm to applicable law and remaining provisions of this agreement shall remain valid and enforceable in accordance with their terms,

THAT in case of any difference or dispute regarding the terms of this 58) agreement or about the construction and sharing of respective portion or closure of the agreement by the parties hereto the same shall be mutually settled and sorted out in an amicable manner. However in the event of non-settlement of any dispute the same shall be referred to the arbitration of three arbitrators, one of them to be appointed by each of the party hereto and the two arbitrators so appointed shall select and appoint a third arbitrator before entering upon reference who shall act as the Presiding Arbitrator and the award passed by the Arbitrators shall be binding on the parties in accordance with the provisions of Arbitration and Conciliation Act 1996. Venue of arbitration shall be at Lucknow and the Court at Lucknow shall only have jurisdiction on all such matters.

> Further both parties shall ensure to protect the interest of project during the process of reconciliation be either it may keeping the matter confidential and/or honouring commitments to third parties such as allotee(s) etc.

59) THAT each notice, demand or other communication given or made under

this agreement shall be in writing and delivered or sent to the relevant Party at its address set out below. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by Registered AD

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Post on the fifth day following posting. The address for the Parties for the purposes of the agreement as follows:

59(A) That the second party shall not purchased the land adjoining and/or with in the project boundaries without the consent of the first party.

FIRST PARTY/OWNER:

Attn.

: Vinay Kumar Mehrotra

Address

: 1/93 Vijay Khand 1, Gomti Nagar, Lucknow

Email

: Fourleafdev@gmail.com

Tel

: 08795918999/09927000576

SECOND PARTY/DEVELOPER:

Attn.

: Head of Department, Paarth Republic

Address

: Plot no. 73 GF, Patparganj industrial area,

Delhi -92

Email

: Paarth@paarthinfra.com

Tel

: 011-49422422

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60-THAT the subject matter of this agreement is Land measuring 24.74936 Hectares, which as on date is actually being used for the purposes of agriculture. valuation whereof is as under:-

(I) The Khasra No.233 measuring 1.818 heet, is on main Kanpur Road, (Beyond The limit of Nagar Nigam to Meeranpur Pinwat) the valuation Whereof for the purposes of Stamp Duty as per rules notified w.e.f. 05-08-2013 along with rate list/ circle rate works out to Rs.3,17,65,500/=as per formula given hereinafter. For the first 0,063 hect. i.c. 630 50. mtr(a) Rs. 15600/sq.mtr.(630x15600=Rs.98.28,000/=) and for rest area of the said land (a) Rs.1,25,00,000/= per hect comes to 2.19,37,500/=. Total Rs.3,17,65,500/=

(II) Khasra No. 219 measuring 1.525 hect., Khasara No. 193 measuring 0.412 hect. & Khasra No. 229 measuring 0.0671 hect. Total 2.0041 hect.are not on main Lucknow-Kanpur highway but near Abadi/ road the valuation of this land for first 0.063 heet i.e. 630 sq. mir @ Rs.4100/= per sq. mtr.(630x4100 Rs.25,83,000/=)and rest for area of the land 1.9411 heet. (a) Rs.98,00,000=/ per heet. valuation comes to Rs. 1,90,22,780/. Thus, the valuation of this land is Rs.2,16,05,780/=.

(III) The rest area of land measuring 20,92726hect is away from Abadi and road. house the valuation whereof as per circle rate of the said land notified @ Rs.70,00,000/= per heet. comes to Rs. 14,64,90,820/=. For any reason if additional 30% for ahadi is to be added, It shall work out to Rs.19,04,38,066/=

Thus, the total valuation of the said land for the purposes of the payment of stamp duty, comes to Rs.24,38,09,346/=:There is a small temporary For Lucknow Logistic Park (P) Ltd.

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structure (Tin shade) measuring about 400 sq. meter, placed by the second party, maximum valuation whereof may be take @ Rs.4000/= per sq. meter which comes to Rs.16,00,000/=Though this structure has been placed by the Second Party and is not chargeable with duty, however to avoid any legal, technical complication on the point of Stamp Duty the valuation of this structure is also being taken into consideration & the Stamp Duty is being paid accordingly, Thus the total value of instrument for the purposes of Stamp Duty comes to Rs. 24.38.09.346/-+Rs. 16.00.000/-=Rs. 24.54.09.346/-on which the stampduty @7% amounting to Rs. 1,78,36,000/= is paid, vide e-Stamping Certificate No.-IN-UP00108224375080L Dated-29-07-2013forRs40,00.000/= and certificate No.-IN-UP00108239386163L dated29-07-2013 for Rs. 40,00,000/= and certificate UP00108246662246L for Dated-29-07-2013 Rs. 40,00,000/=andCcrtificate No.- IN-UP00108253197492L Dated-29-07-2013 for Rs. 40,00,000/=and Certificate No.-IN-UP00108268814110L Dated- 29-07-2013 for Rs. 18,36,000/=as per Government Notification Order No.- S.V.K.N.- 5/2756/11-2008-500(165)/2008 Lucknow, Dated 30-06-2008 issued by Sansthagat Vitt. Kar Evam Nibandhan Anubhagź.

SCHEDULE OF PROPERTY

Agriculture Land Of Khasra No's 233Sa measuring 1.818Hect., No.218measuring1.5756Hect., & No. 219measuring1.525Hect., Khasra No's 211 measuring 0.0695 Hect., No.212 measuring 0.164 Hect., No. 218 measuring 0.3151 Hect., No.220 measuring 0.379 Hect., No. 221 measuring 0.115 HectNo. 222 measuring 0.618 Hect., No. 227 measuring

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0.999 Hect., No. 228 measuring 0.832 Hect. & No. 262 measuring 0.319 Hect.No.121P measuring 0.110 Hect., No.122P measuring 0.0157 Hect, No. 229P measuring 0.0539 Hect. Khasra No's 209 measuring 0.894Hect., No.210 measuring 1.09266 Hect. No. 211mcasuring0.0695Hect., No. No.214measuring 0.101Hect., 215measuring 1.207HectNo. 218measuring0.9453Heet.,& No. 229measuring0.0671Hect., Khasra No's 133 measuring 0.028Hect.No. 192measuring1.827Heet... No. 197measuring0.538Hcct., No.199mcasuring0.129Hect., No. 200measuring0.013Hcct&No. 201measuring0.471Hect., Khasra No's 224 measuring Hect., No. 225measuring 1.137Hect., No. 226measuring 1.144Hect., & No.239measuring1.6485Hcct., Khasra No's 130 measuring 0.645 Heet., No 195 measuring 0.765 Heet., No. 196measuring0.1115Hect., No.213measuring0.266Hect., No. 214mcasuring0.101Hect., No. 240measuring0.768Hect., &No.193Sameasuring0.206Hect., Khasta No's 193Sa measuring 0.206 Hcct., No. 139 measuring 0.246 Hcct., No.167 measuring 0.016 Hoct., No.193Sa measuring 0.206 Hoct., No. 135 measuring 0.092 Hect., and No. 136 measuring 0.051 Hect. Total Land Measuring 24.74936Hect. situated at Village -Mecranpur Pinwat Pargana- Bijnaur, Tehsil &Distt-Lucknow

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Annexure

DETAILS OF SECURITY PAYMENTS RECEIVED FROM PAARTH INFRABUILD PVT. LTD.

| DATE | PARTICULARS | AMOUNT |
|------------|-----------------|--------------|
| 14.11.2013 | By RTGS | 10000000.00 |
| 01.01.2014 | By RTGS | 10000000.00 |
| 04.01.2014 | By RTGS | 10000000.00 |
| 25.03.2014 | By Ch.no.000063 | 20000000.00 |
| 26.03.2014 | By Ch.no.000066 | 15000000.00 |
| 27.03.2014 | By Ch.no.000067 | 10000000.00 |
| 28.03.2014 | By Ch.no.000072 | 5000000.00 |
| 30.03.2014 | By Ch.no.000069 | 15000000.00 |
| 31.03.2014 | By Ch.no.000074 | 5000000.00 |
| 22.05.2014 | By Ch.no.000071 | 10000000.00 |
| 30.05.2014 | By Ch.no.000075 | 5000000.00 |
| 31.05.2014 | By Ch.no.000129 | 5000000.00 |
| 25.06.2014 | By Ch.no.000205 | 6000000.00 |
| | Total | 126000000.00 |

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| BANK NAME | BENEFICIARY NAME | CHQ. | AMOUNT |
|-----------|----------------------------------|------|-----------|
| HDFC | M/S FOUR LEAF DEVLOPERS PVT. LTD | 426 | 10000000 |
| HDFC | M/S FOUR LEAF DEVLOPERS PVT. LTD | 427 | 10000000 |
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| HDFC | M/S FOUR LEAF DEVLOPERS PVT, LTD | 438 | 10000000 |
| HDFC | M/S FOUR LEAF DEVLOPERS PVT, LTD | 439 | 10000000 |
| HDFC - | M/s FOUR LEAF DEVLOPERS PVT. LTD | 440 | 10000000 |
| HDFC | M/S FOUR LEAF DEVLOPERS PVT. LTD | 441 | 10000000 |
| HDFC | M/S FOUR LEAF DEVLOPERS PVT. LTD | 442 | 14000000 |

For Fringe Infraestates (P) Ltd.

Jam A Cay Authorised Signatory For Lucknow Logistic Park (P) Ltd.

Miles Ek Gery Authorised Significity

For Fouriear Motels & Resorts (P) Ltd.

Authorised Signstory

For Urban Infra Developers (P) Ltd.

Approved Signato

FOURLEAF INFRACEVELOPERS PVT. LTD.

hmy har Authorised Signatory

For DPG Infrastructure Pvt. Ltd.

Authorised Signatory

For Paorih Infrabuild, Pvt (Ltd.

Addressed Signatory

| Fittings & Fixtures | Standard WC, Wash Basin, towel rail, Concealed hot and cold water system | CP Fittings : Jaguar/Parryware/Hindware Or equivalent China wares : Hindware/Parryware OR equivalent |
|----------------------------------|---|--|
| Balconies | | |
| Floor | Anti-skid Ceramic Tiles | RAK / Kajaria / Somany / Jhonson / Equivalent other Brand |
| 25 | Provision for Washing Machine in Service / Utility Balcony | |
| Staircase & Common Passage | | |
| Floor | Granite / Marble/Kota stone | |
| Walls & Floors | Painted with pleasing shade of OBD | Nerolac / Berger / Asian or equivalent |
| Doors & Windows | | |
| Entrance Door | Decorative Flush Door painted / polished | |
| Internal Doors | Well seasoned hardwood frame Skin moulded shutter duly Painted | |
| Balcony Doors / Windows | Aluminium powder coated | |
| Electrical | CONTRACTOR OF THE STATE OF THE | |
| Point Wiring | Copper concealed wiring in all rooms Sufficient light points, fan points, 6/15A sockets A/C points in living/dining and bed rooms Provision for TV etc | |
| Switches | Modular switches | Crabtree / Anchor / Havells or |

IN WITNESS WHEREOF the parties have put their respective signatures on

Authorised Style

For Fourleaf Moiels & Resorts (P) Ltd.

For DPG Infrastructure Pvr. Ltd.

hard & Authorised Signatory

For Fringe Developers (P) Ltd.

: MindGeY Authorised Signatory

For Urban Infra Developers (F) Ltd

Authorised Storyfor

For Fringe Infraestates (P) Ltd.

Acknowled Signatory

FOURLEAF INFRADEVELOPERS PVT. LTD.

Authorised Sign for

For Lucknow Logistic Park (P) Ltd.

Authorised Signatory

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| SPECIFICATIONS | | |
|---------------------|--|--|
| | | |
| Structure | Earthquake Resistant RCC frame structure | |
| External Finish | Weather Proof Paint/Texture Paint | |
| Drawing & Dining | | Proposed Brands |
| Flaor | Superior quality Vitrified Tiles | RAK / Kajaria / Somany / Jhonson / Equivalent other Brand |
| Walls | Painted with pleasing shade of OBD | Nerolac / Berger / Asian or equivalent |
| Celling | OBD | Nerolac / Berger / Asian or equivalent |
| Master Bed Room | | |
| Floor | Laminated Wooden / Vitrified Tiles | Pergo / RAK / Kajaria / Somany / Jhonson / Equivalent other Brand |
| Walls | Painted with pleasing shade OBD | Nerolac / Berger / Asian or equivalent |
| Ceiling | OBD | Nerolac / Berger / Asian or equivalent |
| Bed Rooms | | |
| Floor #5 | Vitrified Tiles | RAK / Kajaria / Somany / Ihonson / Equivalent other Brand |
| Walls & Ceiling | OBD | Nerolac / Berger / Asian or equivalent |
| Kitchen | | Construction of the second of the second of |
| Floor | Anti skid Ceramic tiles | RAK / Kajaria / Somany / Jhonson / Equivalent other Brand |
| Platform | Pre-polished Granite stone with One and Half Bowl Stainless Steel Sink | Nirali / Lotus / Jaina / Niikamal Equivalent other Brand |
| Walls/Dado | Ceramic Tile upto two feet height above kitchen Counter, balance OBD | |
| Water Supply | Provision for Hot and Cold water supply | |
| Fittings | CP fittings with mixers | Jaguar/Parryware/Hindware Or equivalent |
| Bathrooms | Was Liberty Spirit College | MODERNIC ALEXANDONIO |
| Floors | Anti-skid ceramic tiles | RAK / Kajaria / Somany / Jhonson Equivalent other Brand |
| Walls | Glazed ceramic tiles up to 7 feet Height. | RAK / Kajarla / Somany / Jhonson Equivalent other Brand |

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Mask Grand

For Fourleaf Motels & Resorts (P) Ltd

For Fringe Developers (P) Ltd.

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For Urban Infra Developers (P) Ltd

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For Fringe Infraestates (P) Ltd.

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FOURLEAF INFRADEVELOPERS PVT. LTD.

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For Lucknow Logistic Park (P) Ltd.

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For DPG Infrastructure Pvt. Ltd.

Jhysh Goj

For Fringe Developers (P) Ltd.

For Lucknow Logistic Park (P) Ltd.

For Urban Infra Developers (P) Ltd.

Arthorised Sygnatory

Approximation Approximation

this Developer agreement on the date, month and year as written in the presence of following witnesses.

For Fourleaf Developers (P) Ltd.

Alchorsed Signature

For Fringe Infraestates (P) Ltd.

Authorised Signatory

For Fourleat Models & Resorts (P) Ltd.

Authorised Signalory
FOURLEAF INFRACEVEL OPERS PVT. LTD.

Authorised Signatory

1,129

For DPG Infrastructure Pvt. Ltd.

Authorised Signatory

OWNER / FIRST PARTY

For Paarih Infrabuild Pyt. Ltdg.
Authorised Egnatory

2. Rekestikumer shukty Sto Toitoki trasud shukto 13. Koma Pratap mary Lko

DEVELOPER / SECOND PARTY

Drafted By:

WITNESSES:

g non

Sarvesh Kumar Gupta

Advocate

Mob.-09839011727

Typed By:

Map of Land Situated at Village-Miranpur Pinwat Pangana-Bijnaur, Tebsil & Dist Lucknau

Khammus 293, 218, 219, 211, 212, 220, 221, 227, 228, 262, 209, 210, 210, 214, 215, 229, 133, 192, 197, 199, 200, 201, 224, 235, 226, 239, 130, 195, 196, 213, 240, 193, 202, 135, 136, 1218, 2298, 139 & 1678.

Arca - 24.74936 Heclan

