



**SUDHAKAR SHARMA**  
**ADVOCATE**

**CHAMBER: -**  
Sadar Tehsil, Agra.

**OFFICE: -**  
Cloth Market, Sanjay Place,  
Agra

Mobile No: -9837117976.

MailID:legal\_adb@yahoo.co.in

Date.19.12.2022.

**LEGAL OPINION & PROJECT REPORT**

To,

M/s Tripurari Estate Pvt. Ltd.  
M/s Vrinda Infrabuild Pvt. Ltd.,  
M/s Tripurari infrastructure Pvt. Ltd.  
Delhi Gate, Agra.

**Ref :** LEGAL OPINION of " **Pushpanjali Vedanta** " at Mauza-Patholi, Tehsil & Distt. Agra. Project Land-Owned by M/s Tripurari Estate Pvt. Ltd. & M/s Vrinda Infrabuild Pvt. Ltd. & M/s Tripurari infrastructure Pvt. Ltd. Delhi Gate, Agra

**A] Document Perused (Photo Copy) :-**

1. **Copy** of sale Deed dated 26.02.2010 document No.11363.
2. **Copy** of sale Deed dated 04.06.2010 document No.6128.
3. **Copy** of sale Deed dated 14.06.2010 document No.6462.
4. **Copy** of sale Deed dated 27.11.2010 document No.11671 .
5. **Copy** of sale Deed dated 25.07.2013 document No.9483.
6. **Copy** of sale Deed dated 08.02.2010 document No.1242.
7. **Copy** of sale Deed dated 28.05.2010 document No.5881.
8. **Copy** of sale Deed dated 11.06.2010 document No.6371.
9. **Copy** of sale Deed dated 20.08.2010 document No.8947.
10. **Copy** of sale Deed dated 28.02.2011 document No.2130.
11. **Copy** of sale Deed dated 04.03.2011 document No.2309.
12. **Copy** of sale Deed dated 17.11.2012 document No.15433.
13. **Copy** of sale Deed dated 11.03.2011 document No.2623..



19/14-03-2023

14. Copy of Khatauni.
15. Copy of Approved Map

**B] Further Documents asked/needed :-**

- i. Proposed Agreement, Sale deed or other documents to be executed in favour of intending purchaser ( yet to be provided)
- ii. Site plan.

**C] Further Documents asked/needed :-**

- iii. Proposed Agreement, Sale deed or other documents to be executed in favour of intending purchaser ( yet to be provided)
- iv. Site plan.
- v. Attested Photocopy of the MOA of M/s Tripurari Estate Pvt. Ltd. & M/s Vrinda Infrabuild Pvt. Ltd. & M/s Tripurari infrastructure Pvt. Ltd.
- vi. R.O.C. Search required for if any companies which were involved in this project
- vii. Attested Photocopy of the NOC from the Fire and other depts.
- viii. Site plan.
- ix. Declaration-cum-affidavit-cum-undertaking from the owner/ developer/s that
  - i) That owner/s developers have not violated any law, rules or condition applicable to them in constructing the said building and the same is constructed strictly as per the lay-out plan sanctioned by the concerned authority and conditions laid down by the other concerned departments.
- x. That all the concerned and relevant documents have been provided by the owners/developers to the concerned Department mentioned above and they have not concealed any relevant information and facts from its in any manner.

I have Opined that property abovementioned documents. The information/details obtained from the search are mentioned here in below:-

1. That as per the record Shyam Singh & Aidal Singh Ss/o Late Shri Karan Singh R/o Villge- Patholi, Agra sold the Land in form of Agriculture Land comprising of approx 19592 SQM in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-  
Land Part of Khasra No-463 & 464, admeasuring area 1.95925 hectear or 19592 SQM To M/s Tripurari Estate Pvt. Ltd. through its Authorized Mr. Ganesh Chand Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 26.02.2011 in book no. 1 zild No- 7326 page 209/252 document No. 11363 in the office of sub-registrar, Agra.



2. That as per the record Chandrabhan & Durga Ss/o Late Shri Het Lal R/o Villge-Patholi, Agra sold the Land in form of Agriculture Land comprising of approx 0.9280 hectear or 9280 SQM in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-  
Land Part of Khasra No-465, admeasuring area 0.9280 hectear or 9280 SQM To M/s Tripurari Estate Pvt. Ltd. through its Authorized Mr. Jaideep Tiwari S/o Shri Anokhey Lal purchased though registered sale deed dated 04.06.2010 in book no. 1 zild No- 7018 page 317/358 document No. 6128 in the office of sub-registrar, Agra.

3. That as per the record Mahendra Singh S/o Late Shri Phool Singh R/o Villge-Patholi, Agra sold the Land in form of Agriculture Land comprising of approx 0.1960 hectear or 1960 SQM in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-  
Land Part of Khasra No-457, admeasuring area 0.1960 hectear or 1960 To M/s Tripurari Estate Pvt. Ltd. through its Authorised Mr. Jaideep Tiwari S/o Shri Anokhey Lal purchased though registered sale deed dated 04.06.2010 in book no. 1 zild No- 7018 page 317/358 document No. 6128 in the office of sub-registrar, Agra.

4. That as per the record M/s Arya Bhoomi Sehkari Avas Samiti Ltd. Agra through its Secretary Mr. Rishi Sharma S/o Shri Narendra Kumar Sharma sold the Land in form of Agriculture Land comprising of approx 0.9220 hectear or 9220 SQM in – Mauza-Patholi, Tehsil & Distt. Agra in following Land :-  
Land Part of Khasra No-461, admeasuring area 0.9220 hectear or 9220 SQM To M/s Tripurari Estate Pvt. Ltd. through its Authorized Mr. Ganesh Chand Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 27.11.2010 in book no. 1 zild No- 7344 page 115/176 document No. 11671 in the office of sub-registrar, Agra

**Note:-** Please obtain Sale Permission for bulk sale from Housing Board Commissioner Lucknow & Link Sale deed of the Society.

5. That as per the record Narayan Singh S/o Late Shri Karan Singh R/o Villge-Patholi, Agra sold the Land in form of Agriculture Land comprising of approx 80.00 SQM in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-  
Land Part of Khasra No-462, admeasuring area 80.00 SQM To M/s Tripurari Estate Pvt. Ltd. through its Authorised Mr. Ganesh Chand Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 25.07.2013 in book no. 1 zild No- 9939 page 237/258 document No. 9483 in the office of sub-registrar, Agra.



6. That as per the record Ranjeet Singh & Maharaj Singh Ss/o Late Shri Narayan Singh & Hari Singh & Hari Om Singh & Devendra Singh & Krishanvir Singh Ss/o Late Shri Mohan Singh & Smt. Malini Devi alias Malti Devi W/o Late Shri Mohan Singh sold the Land in form of Agriculture Land comprising of approx 0.6280 hectear or 6280 SQM in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-448 area 0.1570 & 449 area 0.1570 hect.& 450 area 0.1570 hect. & 451 area 0.1570 hect. Total area Purchased 0.6280 hectear or 6280 SQM To M/s Tripurari infrastructure Pvt. Ltd. through its Authorised Mr. Ganesh Chand Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 08.02.2010 in book no. 1 zild No- 6738 page 111/174 document No. 1242 in the office of sub-registrar, Agra.

7. That as per the record Bheekam Singh & Sukhpal Singh Ss/o Late Shri Pratap Singh & Smt. Bhagwan Devi W/o Late Shri Pratap Singh R/o Villge- Nagla Akkhey, Agra sold the Land in form of Agriculture Land comprising of approx 0.1570 hectear or 1570 SQM in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-447, admeasuring area 0.1570 hectear or 1570 SQM To M/s Tripurari infrastructure Pvt. Ltd. through its Authorised Mr. Jaideep Tiwari S/o Shri Anokhey Lal purchased though registered sale deed dated 28.05.2010 in book no. 1 zild No- 7006 page 91/126 document No. 5881 in the office of sub-registrar, Agra.

8. That as per the record Ramesh Singh S/o Shri Phool Singh R/o Villge- Nagla Akkhey, Agra sold the Land in form of Agriculture Land comprising of approx 0.3905 hect. or 3905 SQM ½ share in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-  
Land Part of Khasra No-453, admeasuring area 0.3905 hect. or 3905 SQM ½ share To M/s Tripurari infrastructure Pvt. Ltd. through its Authorised Mr. Ganesh Chand Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 11.06.2010 in book no. 1 zild No- 7031 page 155/198 document No. 6371 in the office of sub-registrar, Agra.

9. That as per the record Heera Lal S/o Late Shri Phool Singh R/o Villge- Nagla Akkhey, Agra sold the Land in form of Agriculture Land comprising of approx 0.1960 hectear or 1960 SQM in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-456, admeasuring area 0.1960 hectear or 1960 SQM To M/s Tripurari infrastructure Pvt. Ltd. through its Authorised Mr. Jaideep Tiwari S/o Shri Anokhey Lal purchased though registered sale deed dated 28.08.2010 in book no. 1 zild No- 7183 page 213/256 document No. 8947 in the office of sub-registrar, Agra.



10. That as per the record Udaivir Singh S/o Shri Ravindra Singh & Geetam Singh & Omkar Singh alias Onkar Singh S/o Shri Antram R/o Villge- Nagla Akkhey, Agra sold the Land in form of Agriculture Land comprising of approx 0.6480 hect. or 6480 share in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-433 & 434 & 431 admeasuring area 0.6480 hect. or 6480 SQM To M/s Tripurari infrastructure Pvt. Ltd. through its Authorised Mr. Ganesh Chand Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 28.02.2011 in book no. 1 zild No- 7563 page 277/328 document No. 2130 in the office of sub-registrar, Agra.

11. That as per the record Hari Prasad alias Har Prasad Verma S/o Shri Antram alias Antram Verma R/o Nagla Akkhey Patholi, Agra sold the Land in form of Agriculture Land comprising of approx 0.6055 hect. or 0.6055 (½ share) in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-432 & 453 admeasuring area 0.6055 hect. or 6055 SQM To M/s Tripurari infrastructure Pvt. Ltd. through its Authorised Mr. Ganesh Chand Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 04.03.2011 in book no. 1 zild No- 7573 page 275/326 document No. 2309 in the office of sub-registrar, Agra.

12. That as per the record M/s Narayan Sehkar Avas Samiti Ltd. Agra through its Secretary Mr. Priyank Vaswani S/o Jeevan Ram Vaswani sold the Land in form of Agriculture Land comprising of approx 0.4030 hectear or 4030 SQM in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-

Land Part of Khasra No-453 & 458, admeasuring area 0.4030 hectear or 4030 SQM To M/s Tripurari infrastructure Pvt. Ltd. through its Authorised Mr. Ganesh Chand Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 17.11.2012 in book no. 1 zild No- 9255 page 387/436 document No. 15433 in the office of sub-registrar, Agra

**Note:-** Please obtain Sale Permission for bulk sale from Housing Board Commissioner Lucknow & Link Sale deed of the Society.

13. That as per the record Sahab Singh S/o Late Shri Atar Singh R/o Village-Patholi, Agra sold the Land in form of Agriculture Land comprising of approx 0.3.2270 hectear or 32270 SQM in – Mauza- Patholi, Tehsil & Distt. Agra in following Land :-





Land Part of Khasra No-496, admeasuring area 3.2270 hectear or 32270 SQM To M/s Vrinda Infrabuild Pvt. Ltd. through its Authorised Mr. Ganesh Chand Agarwal S/o Late Shri Makkhan Lal Agarwal purchased though registered sale deed dated 11.03.2011 in book no. 1 zild No- 7592 page 187/358 document No. 2623 in the office of sub-registrar, Agra.

That M/s Tripurari Estate Pvt. Ltd. & M/s Vrinda Infrabuild Pvt. Ltd. are owner of 102682 SQM Approx & as per approved Map Land area is 100594.70 SQM approx in the above mention Land at Mauza- Patholi, Tehsil & Distt. Agra.

**I have examined all documents as produced to me and opined that the above mentioned properties is all in order, However physical verification of possession with measurements and present boundaries at the spot are requires to be verified by the bank/ financial Institution and other Departments.**

**Remark :-**

- 1- The original documents as above listed shall be checked by some competent person to be in Possession of the owner before clearing of the said Project.
- 2- Original Sale deed to be executed by Land owner and with developer or his appointed person of Power of attorney holder in favour of the Individual borrower.
- 3- Copy of Certificate of incorporation or Appointment of Director of the company. May Please be obtained Value Report regarding value and Spot verification from competent person.

**Encl -**

1. **Original** Search Certificates No-2202200204442 to 2202200204449, 2202200204451, 22022002044453, 22022002044456, 22022002044458, 22022002044459. dated 19.12.2022 issued from the office of the sub registrar, Agra.
2. **Copy** of sale Deed dated 26.02.2010 document No.11363.
3. **Copy** of sale Deed dated 04.06.2010 document No.6128.
4. **Copy** of sale Deed dated 14.06.2010 document No.6462.
5. **Copy** of sale Deed dated 27.11.2010 document No.11671 .
6. **Copy** of sale Deed dated 25.07.2013 document No.9483.
7. **Copy** of sale Deed dated 08.02.2010 document No.1242.
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11. **Copy** of sale Deed dated 28.02.2011 document No.2130.
12. **Copy** of sale Deed dated 04.03.2011 document No.2309.
13. **Copy** of sale Deed dated 17.11.2012 document No.15433.
14. **Copy** of sale Deed dated 11.03.2011 document No.2623..
15. Copy of Bye laws of the society.



16. Copy of resolution of Samiti.
17. Copy of mutated Khatauni.
18. Copy of Approved Map.
19. Copy of Account Statements for Post Dated Cheques as mentioned in title sale deeds.

**Obtain:**

1. Memorandum of association of Understanding of M/s Tripurari Estate Pvt. Ltd. & M/s Vrinda Infrabuild Pvt. Ltd & M/s Tripurari infrastructure Pvt. Ltd.
2. Resolutions of M/s Tripurari Estate Pvt. Ltd. & M/s Vrinda Infrabuild Pvt. Ltd. & M/s Tripurari infrastructure Pvt. Ltd.
3. Copy of Resolution for sale deed execution by Narayan Sehkari Avas Samiti Ltd, & Arya Bhoomi Sahkari Avas Samiti Ltd.
4. Copy of Permission from Housing board Commission regarding bulk sale of Society Lands.



**NOTE/DISCLAIMER:**

- 1-This report does not comment upon, whether the said property is a subject matter of any pending litigation.
- 2-This report does not comment on the technical regularity or otherwise of the said property. The same may be verified by a separate technical evaluation of the said property.
- 3-This report is positive subject to the collection t of said documents mentioned in Column A.
- 4-In every case certified copy of every deed and NEC be obtained as the records at SRO are in bad , destructed condition , not updated till date and some index are missing.
- 5-Undertaking from the borrower/mortgagor that he/she/it had not entered into any agreement /deed (registered or unregistered) with any person in respect of the property referred above or part thereof



INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Sunil Kumar Pachauri  
Stamp Vendor  
Licence No. 18  
E-Stamping ID-UP14151604  
Tahsil Sadar, Agra

3/2023

Certificate No. : IN-UP74333266518802U  
 Certificate Issued Date : 09-Dec-2022 05:15 PM  
 Account Reference : NEWIMPACC (SV)/ up14151604/ AGRA SADAR/ UP-AGR  
 Unique Doc. Reference : SUBIN-UPUP1415160441948587926619U  
 Purchased by : TRIPURARI ESTATE PVT LTD AND OTHER  
 Description of Document : Article 5 Agreement or Memorandum of an agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) :  
 First Party : TRIPURARI ESTATE PVT LTD AND OTHER  
 Second Party : VRINDA INFRABUILD PVT LTD  
 Stamp Duty Paid By : TRIPURARI ESTATE PVT LTD AND OTHER  
 Stamp Duty Amount(Rs.) : 750  
 (Seven Hundred And Fifty only)

E-STAMP  
CHECKED BY-S. C.  
CHECKED BY-S. R.



Please write or type below this line



Tripurari Estate (P) Ltd  
Director/Auth. Signatory



Tripurari Estate (P) Ltd  
Director/Auth. Signatory



Tripurari Estate (P) Ltd  
Director/Auth. Signatory



JD 0019736316

## CONSORTIUM AGREEMENT

THIS CONSORTIUM AGREEMENT is executed at Agra Uttar Pradesh on this 09<sup>th</sup> day of December, 2022 between and Stamp Rs 750/- paid through E-Stamp No.IN-UP74333266518802U

(1) **M/s. Tripurari Estate Private Limited** a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Block No.29, 2nd Floor, Pushpanjali Palace, Delhi Gate, Agra-282002 (U.P.) having PAN: AACCT9540K acting through its Authorised Signatory **Mr. Jaydeep Tiwari S/o** Late Shri Anokhey Lal Tiwari R/o 6/3Z/4/1, Shastri Nagar, Khandari, Agra-282002 duly authorized by the Board of Directors of the said Company. Hereinafter referred as "**Tripurari Estate**" which expression shall unless repugnant to the context hereof mean and include their administrators, nominees and permitted assigns;

(2) **M/s. Tripurari Infrastructure Private Limited** a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Block No.30, 2<sup>nd</sup> Floor, Pushpanjali Palace, Delhi Gate, Agra-282002 (U.P.) having PAN: AACCT9541J acting through its Authorised Signatory **Mr. Ganesh Chand Agarwal S/o** Late Mr. Makkhan Lal Agarwal R/o 1562, Sector-7, Awas Vikas Colony, Sikandra, Agra-282007 duly authorized by the Board of Directors of the said Company. hereinafter referred as "**Tripurari Infrastructure**" which expression shall unless repugnant to the context hereof mean and include their administrators, nominees and permitted assigns;

AND

(3) **M/s. Vrinda Infrabuild Private Limited** A company incorporated under the provisions of the Companies Act, 1956 and having its Registered office at Block-54, 2nd Floor Pushpanjali Palace, Delhi Gate, Agra-282002 (U.P.) having PAN: AADCV5741M acting through its Authorised Signatory **Mr. Ganesh Chand Agarwal S/o** Late Mr. Makkhan Lal Agarwal R/o 1562, Sector-7, Awas Vikas Colony, Sikandra, Agra-282007 duly authorized by the Board of Directors of the said Company. (hereinafter referred as "**Vrinda Infrabuild**" which expression shall unless repugnant to the context hereof mean and include their administrators, nominees and permitted assigns;

**Whereas:**

- A. The Constituents are all established real estate developers with experience, successful track record and a good market image;
- B. **Tripurari Estate** enjoy sound reputation and is possessed of all infrastructural facilities skills, experience and has been engaged in promoting and developing residential colonies.

Tripurari Estate (P) Ltd  
Tripura  
  
Director/ Auth. Signatory

Tripurari Infrastructure (P) Ltd

  
Auth. Signatory

For Vrinda Infrabuild (P) Ltd

  
Director/ Auth.

- C. Parties have joined hands to form a consortium under the banner of **Tripurari Estate** (The Lead Party) with the object to approach the authorities for grant of license to the Lead Party for development of integrated township/Project **Pushpanjali Vedanta Mauza Patholi Tehsile & District Agra** in the state of Uttar Pradesh.
- D. This agreement spells out the terms of the consortium arrangement.

Now therefore this agreement witnesses as under:

### Article 1

#### Definitions

In this Agreement:

- (a) The Article headings and Numberings are for convenience only and shall be ignored in the interpretation of this Agreement;
- (b) Strikes, work-to-rules or similar labour difficulties not attributable to any unfair policies of any party; and
- (c) Change in the policies of the Government.
- (d) The promulgation of or restrictions placed under, onerous Applicable Law;
- (e) Any event or circumstances analogous to the foregoing.

Provided that insufficiency of funds shall not constitute an event of Force Majeure.

"ADA" shall mean **Agra Development Authority**

"Government" shall mean the Government of State of Uttar Pradesh.

"Notice" means a written communication by one party to the other party pursuant hereunder forwarded for delivery by prepaid courier or registered post and confirmed by facsimile at the address mentioned above and fax numbers, such as may be amended from time to time by Notice.

Unless otherwise proved by competent evidence under Applicable Laws all Notices shall be deemed to have been delivered one week after the date of their posting by courier or registered post or twenty four hours after they are transmitted through facsimile whichever is later.

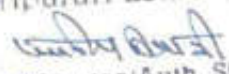
"Party" means any of the parties to this agreement individually as applicable.

"Parties" means all the parties collectively.

### Article 2

#### Purpose

The purpose of this agreement is to form a consortium of the constituents for obtaining license for development of an integrated township in Uttar Pradesh.

Tripurari Estate (P) Ltd  
  
 Director/Auth. Signatory

Tripurari Infrastructure (P) Ltd.  
  
 Auth. Signatory

For Vrinda Infrabuild (P) Ltd.

  
 Director/Auth.

**Article 3**  
**Activates of the Constituents and**  
**Obligations And Rights of Constituent**

- (a) The singular includes the plural and vice versa,
- (b) References to any agreements or Applicable law include amendment or replacement thereof, in whole or in part;
- (c) Reference to Article and Annexes are, unless the context otherwise requires, references to Articles and Annexes of this agreement; and
- (d) Terms defined in this Article shall have the meaning ascribed herein when used in capitalized form elsewhere in this Agreement.

**"Act"** shall mean companies Act 1956.

**"Agreement"** means this Consortium Agreement and includes all modifications, alterations, additions, or deletions thereto made are entered into in writing after the date of execution hereof.

**"Applicable Law"** means all statutory and un-codified laws, rules regulations delegated legislation, ordinance, judicial pronouncements, decrees and orders of courts to which either Party are subject by virtue of there being citizen of this country or by reason of the performance of their respective obligations or the enjoyment of their rights in accordance hereunder.

**"Approval"** means all permissions, consents, sanctions, approvals validation, confirmation, licenses and authorization whether obtained and/or required to be obtained under Applicable Laws for development of residential colony on the comprised of various residential and commercial plots.

**"Consortium"** shall mean Tripurari Estate Private Limited

**"Constituents"** shall mean any of parties from 1 to 3.

**"Constituents"** shall mean all parties.

**"Force majeure"** shall mean any event or combination of events or circumstances beyond the reasonable beyond the reasonable control of either Party which can not by the exercise of reasonable diligence be prevented or caused to be prevented cannot despite the adoption of reasonable precaution and /or alternative measure be prevented and which materially and adversely affect such Parties performance of its duties or obligations or enjoyment of its rights under this Agreement and includes:

- (a) Acts of God including but not limited to fire, draught, flood earthquake, epidemics and other natural disasters;
- (b) Explosions, accidents, air crashes and shipwrecks;
- (c) Blockades, embargoes, and sabotage;

For Vrinda Infrabuild (P) Ltd.

Director/Auth.

Tripurari Estate (P) Ltd

Tripurari Infrastructure (P) Ltd.

- 3.1 The Consortium shall apply for change of land use, if required and grant of LOI & License from **ADA** and obtain approval for development of the land into a residential colony comprised of various residential and commercial plots as per the plan duly sanctioned by Government or any other concerned authority as per layout plans sanctioned by the authorities concerned.
- 3.2 The Consortium shall develop the Land in accordance with the terms and conditions as set out herein and in accordance with the approval if granted.
- 3.3 All Approvals required for applying for the development of the Land into a residential colony shall be obtained by Consortium. The Constituents shall sign all Papers, Applications, Documents, Petitions, Plans, Power of Attorneys as the Developers may require in its name or in the name of any authority to enable the consortium to obtain necessary permissions and Approvals in connections with the development of the Land. In this regard, the Constituents have authorized **Mr. Jaydeep Tiwari S/o Late Shri Anokhey Lal Tiwari R/o 6/3Z/4/1, Shastri Nagar, Khandari, Agra-282002** to Sign all papers, application and documents for the purpose of this Agreement.

#### Article 4

##### Costs

All costs and expenses towards sanctioning, external development charges, license fees etc. and cost relating to and in connection with the development of the land shall be borne by **Tripurari Estate**.

#### Article 5

##### Consideration

**Tripurari Estate** shall be entitled to receive the sale proceeds of the area developed by the Consortium pursuant to the grant of License and Approval. The manner in which the proceeds are to be divided later shall be mutually decided by the constituents.

#### Article 6

##### Governing Law and Arbitration

- 6.1 The Agreement shall be governed by, interpreted and construed in accordance with the laws of India.
- 6.2 Any disputes arising from or in connection with this Agreement, including any dispute relating to the existence, validity, interpretation or valid termination of its provisions shall be exclusively and finally settled by an arbitral tribunal comprising of three arbitrators formed and administrated in confirmatory with the Indian Arbitration and Conciliation Act, 1996. The language to be used in the arbitral proceedings shall be English. The venue of arbitration shall be **Agra**. The award of the arbitration tribunal shall be final and binding of the Parties.

**Tripurari Estate (P) Ltd**

Director/Auth. Signatory

**Tripurari Infrastructure (P) Ltd.**

Auth. Signatory

**For Vrinda Infra Build (P) Ltd.**

Director/Auth.

- 6.3 The Courts at Agra shall have exclusive Jurisdiction in the matter and controversy arising out of this Agreement including the arbitration and arbitration proceedings.

### Article 7

#### General Provisions

- 7.1 This Agreement shall not be amended or modified in any respect except in writing executed by a duly authorized representative of each party.
- 7.2 Except as specifically set forth herein, the rights and obligations hereunder cannot be assigned by any party to any other party without the prior written consent to the other party.
- 7.3 The failure of any Party to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered a waiver of any right hereunder nor shall it deprive such party of the right thereafter to insist upon strict adherence to that term or any other of the Agreement.
- 7.4 Each right, power and remedy provided for herein or hereafter existing at law, by statute or otherwise, shall be cumulative and the exercise or the forbearance of exercise by any Party of one or more of such rights, power or remedies (including termination) shall not preclude the simultaneous or later exercise by such party or any of all of such rights, power or remedies.
- 7.5 If any provision of the Agreement, to the application thereof the any person or circumstances, shall for any reason or to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not in any matter affect or render invalid or unenforceable the remainder of the Agreement, and the application of that provision to other persons or circumstances shall not be affected but, rather shall be enforced to the extent permitted by law.
- 7.6 This Agreement is subject to provisions of various Act, Rules, Regulations, Laws, Bye laws, Guidelines and Instruction of various authorities concerned and in various act applicable in the State of Uttar Pradesh in general and Agra in particular. If due to any new legislation or direction or notification etc. or if any new terms and conditions are imposed by any authority or which necessitates any change/addition/deletion of any term or condition of the Consortium and the Constituents hereby consent to the same.

**Tripurari Estate (P) Ltd**

  
Director/Auth. Signatory

**Tripurari Infrastructure (P) Ltd.**

**For Vanda InfraBuild (P) Ltd.**






आवेदन सं०: 202300766000029

बही संख्या 1 जिल्द संख्या 4674 के पृष्ठ 221 से 234 तक क्रमांक 3 पर  
दिनांक 02/01/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

इंशा अल्ला खां प्रभारी  
उप निबंधक : सदर पंचम  
आगरा  
02/01/2023

