

- viii) That there is no subsisting guarantee, obligation, liability, bond or transaction whatsoever by the Owner affecting the Subject Property;
 - ix) There is no difficulty in the compliance of the obligations of the Owner hereunder.
- C. The Developer has represented to the Owner that the Developer is carrying on business of construction and development in real estate and has infrastructure and expertise in this field.
- D. For the purpose of development of the Subject Property and its Transfer and other related purposes, the parties have upon protracted negotiations and discussions between them, broadly agreed that the Owner shall provide the Subject Property and appoint the Developer with sole and exclusive rights and authority to develop and Transfer the same and the Owner and the Developer would be entitled to share the Realizations in the Agreed Ratio and may share the separately allocable areas in the Agreed Ratio in specified circumstances.
- E. The parties are now entering upon this agreement to put into writing all the terms and conditions agreed between them in connection with the development of the Subject Property and the commercial exploitation of the Building Complex by the parties and their respective contributions, rights and obligations in respect of the same as hereinafter contained.

PART-III # WITNESSETH:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

1. AGREEMENT AND CONSIDERATION:

1.1. In the premises aforesaid, the parties have agreed and contracted with each other for the development of the Subject Property and commercial exploitation of the Building Complex for the benefit of the parties respectively as contained herein and for the consideration and on the terms and conditions hereinafter contained.

Contd

Three handwritten signatures in blue ink are present at the bottom of the page. The signatures are stylized and appear to be initials or names of the parties involved in the agreement.