Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 26/06/2023

Certificate No. G0Z2023F493
GRN No. 104214082

Stamp Duty Paid : ₹ 6871000 (Rs. Only)
Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name: Sa Infracon Pvtltd
H.No/Floor : 114 Sector/Ward : 44 LandMark : Nil
City/Village : Gurugram District : Gurugram State : Haryana
Phone: 89******06 Others : Etc

Buyer / Second Party Detail

Name : Signatureglobal Homes Pvtltd
H.No/Floor : 13th Sector/Ward : Nil LandMark : Dr gopal das bhawan barakhamba road
City/Village: New delhi District : Delhi State : Delhi
Phone : 98******48

Purpose : JOINT DEVELOPMENT AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website https://egrashry.nic.in

THE SEAL OF THE SUB REGISTRAR KADIPUR

JOINT DEVELOPMENT AGREEMENT

Type of Deed : JOINT DEVELOPMENT AGREEMENT
Stamp Duty : Rs. 68,71,000/-
E-Stamp No. and Date – G0Z2023F493 dt. 26/06/2023
Registration & fee GRN No. 104214795/50010
Stamp Duty issued by – Online
Name of Village – Gadauli kalan

THIS JOINT DEVELOPMEMT AGREEMENT("This Agreement")is executed at Gurugram on this 26th day of June 2023.

BETWEEN

M/s S.A. Infracon Private Limited (CIN: U45200HR2006PTC064514 & PAN AAKCS1773R) a company incorporated under the Companies Act, 1956 and having its registered office at Plot No 114, Sector-44, Gurugram Haryana -122002 represented through its Authorised Signatory, authorised vide resolution dated June 21, 2023, Mr. Rajesh Kumar Sharma S/o Shri J.C. Sharma, R/o C-89, FR-1,Tc · Floor, Ramprastha Colony, Chander Nagar, Ghaziabad, Uttar Pradesh-201011, (Aadhar No.**6998-6659-6380**)(Hereinafter referred to as **"OWNER-1")** (which expression shall unless be repugnant to the context or meaning include its successors and assigns etc.)

AND

प्रलेख न:4245

दिनांक:26-06-2023

डीड सबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर गाडोली कलां

धन सबंधी विवरण

राशि 343550016 रुपये

स्टाम्प ड्यूटी की राशि 100 रुपये

स्टाम्प नं : G0Z2023F493

स्टाम्प की राशि 6871000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:104214795

पेस्टिंग शुल्क 3 रुपये

Drafted By: NAVEEN KUMAR

Service Charge:200

यह प्रलेख आज दिनाक 26-06-2023 दिन सोमवार समय 4:32:00 PM बजे श्री/श्रीमती /कुमारी S A INFRACON PVT LTDthru RAJESH KUMAR SHARMAOTHER RAMPRASTHA DEVELOPERS PVT LTDthru RAJESH KUMAR SHARMAOTHER RAMPRASTHA PROMOTERS PVT LTDthru RAJESH KUMAR SHARMAOTHER RAMPRASTHA REALTORS PVT LTDthru RAJESH KUMAR SHARMAOTHER RAMPRASTHA PROMOTERS AND DEVELOPERS PVT LTDthru RAJESH KUMAR SHARMAOTHER RAMPRASTHA BUILDTECH PVT LTDthru RAJESH KUMAR SHARMAOTHER RAMPRASTHA TOWNSHIPS PVT LTDthru RAJESH KUMAR SHARMAOTHER B S Y INFRASTRUCTURE PVT LTDthru RAJESH KUMAR SHARMAOTHER BSY DEVELOPERS PVT LTDthru RAJESH KUMAR SHARMAOTHER निवास SEC 44 GGM द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

THE SEAL OF THE SUB REGISTRAR KADIPUR

उप/सयुंक्त पंजीयन अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

S A INFRACON PVT LTD RAMPRASTHA DEVELOPERS PVT LTD RAMPRASTHA PROMOTERS PVT LTD RAMPRASTHA REALTORS PVT LTD RAMPRASTHA PROMOTERS AND DEVELOPERS PVT LTD RAMPRASTHA BUILDTECH PVT LTD RAMPRASTHA TOWNSHIPS PVT LTD B S Y INFRASTRUCTURE PVT LTD BSY DEVELOPERS PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SIGNATUREGLOBAL HOMES PVT LTD thru DHANANJAY SHUKLAOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीNAVEEN KUMAR पिता . निवासी ADV GGM व श्री/श्रीमती /कुमारी DEEPAK KUMAR पिता .

M/s Ramprastha Developers Private Limited (CIN: U45201HR2006PTC064511 & PAN AADCR3688P) a company incorporated under the Companies Act, 1956 and having its registere ' office at Plot No 114, Sector-44, Gurugram Haryana -122002 represented through its its authorized signatory, authorised vide resolution dated June 21, 2023, Mr.Rajesh Kumar SharmaS/o Shri J.C. Sharma, R/o C-89, FR-1,Top Floor, Ramprastha Colony, Chander Nagar, Ghaziabad, Uttar Pradesh-201011, (Aadhar No.**6998-6659-6380**)(Hereinafter referred to as **"OWNER-2")** (which expression shall unless be repugnant to the context or meaning include its successors and assigns etc.)

AND

M/s Ramprastha Promoters Private Limited (CIN: U45201HR20006PTC064517 & PAN AADCR3685A) a company incorporated under the Companies Act, 1956 and having its registered office at Plot No 114, Sector-44, Gurugram Haryana -122002 represented through its its authorized signatory, authorised vide resolution dated June 21, 2023, Mr.Rajesh Kumar SharmaS/o Shri J.C. Sharma, R/o C-89, FR-1,Top Floor, Ramprastha Colony, Chander Nagar, Ghaziabad, Uttar Pradesh 201011, (Aadhar No.**6998-6659-6380**)(Hereinafter referred to as **"OWNER-3"**) (which expression shall unless be repugnant to the context or meaning include its successors and assigns etc.)

AND

M/s Ramprastha Realtors Private Limited (CIN: U70101HR2006PTC064387 & PAN AADCR3873J) a company incorporated under the Companies Act, 1956 and having its registered office at Plot No 114, Sector-44, Gurugram Haryana -122002 represented through its its authorized signatory, authorised vide resolution dated June 21, 2023, Mr. Rajesh Kumar Sharma S/o Shri J.C. Sharma, R/o C-89, FR-1,Top Floor, Ramprastha Colony, Chander Nagar, Ghaziabad, Uttar Pradesh-201011, (Aadhar No.**6998-6659-6380**)(Hereinafter referred to as **"OWNER-4"**) (which expression shall unless be repugnant to the context or meaning include its successors and assigns etc.)

AND

M/s Ramprastha Promoters And Developers Private Limited (CIN: U45400HR2007PTC064534 & PAN AADCR6481J), a Company incorporated under the Companies Act, 1956 and its registered office at Plot No. 114, Sector-44, Gurugram, Haryana-122002, through its authorized signatory, authorised vide resolution dated June 21, 2023, Mr. Rajesh Kumar Sharma S/o Shri J.C. Sharma, R/o C-89, FR-1,Top Floor, Ramprastha Colony, Chander Nagar, Ghaziabad, Uttar Pradesh-201011, (Aadhar No.**6998-6659-6380**) (hereinafter referred to as the **"RPDPL"**, which expression shall, unless repugnant to the context or meaning include its successors and assigns etc.)

AND

M/s Ramprastha Buildtech Private Limited(CIN:U70101HR2006PTC064450& PAN: AADCR3877N), a Company incorporated under the Companies Act, 1956 and its registered office at Plot No. 114, Sector-44, Gurugram, Haryana-122002, through its authorized signatory, authorise vide resolution dated June 21, 2023, Mr. Rajesh Kumar SharmaS/o Shri J.C. Sharma, R/o C-89, FR-1,Top Floor, Ramprastha Colony, Chander Nagar, Ghaziabad, Uttar Pradesh-201011, (Aadhar No..**6998-6659-6380**) (hereinafter referred to as the **"Confirming Party 1")**, which expression shall, unless repugnant to the context or meaning include its successors and assigns etc.)

AND

M/s Ramprastha Townships Private Limited(CIN: U70109HR2006PTC064459& PAN:AADCR3870M), a Company incorporated under the Companies Act, 1956 and its registered office at Plot No. 114, Sector-44, Gurugram, Haryana-122002, through its authorized signatory,

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4245 आज दिनांक 26-06-2023 को बही नं 1 जिल्द नं 272 के पृष्ठ नं 126.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1888 के पृष्ठ संख्या 65 से 68 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 26-06-2023

उप/सयुंक्त पंजीयन अधिकारी(कादीपुर)



authorised vide resolution dated June 21, 2023, Mr. Rajesh Kumar Sharma S/o Shri J.C. Sharma, R/o C-89, FR-1,Top Floor, Ramprastha Colony, Chander Nagar, Ghaziabad, Uttar Pradesh-201011, (Aadhar No.**6998-6659-6380**) (hereinafter referred to as the **"Confirming Party2"**), which expression shall, unless repugnant to the context or meaning include its successors and assigns etc.)

AND

M/s B S Y Infrastructure Private Limited (CIN: U70101HR2006PTC064456& PAN:AACCB9460G),a Companyincorporated under the Companies Act, 1956 and its registered office at Plot No. 114, Sector-44, Gurugram, Haryana-122002, through its authorized signatory authorised vide resolution dated June 21, 2023, Mr. Rajesh Kumar Sharma S/o Shri J.C. Sharma, R/o C-89, FR-1,Top Floor, Ramprastha Colony, Chander Nagar, Ghaziabad, Uttar Pradesh-201011, (Aadhar No.**6998-6659-6380**) (hereinafter referred to as the **"Confirming Party 3"**), which expression shall, unless repugnant to the context or meaning include its successors and assigns etc.)

AND

M/S BSY Developers Private Limited (CIN: U70109HR2006PTC064520& PAN: AACCB9461H), a Company incorporated under the Companies Act, 1956 and its registered office at Plot No. 114, Sector-44, Gurugram, Haryana-122002, through its authorized signatory, authorised vide resolution dated June 21, 2023, Mr. Rajesh Kumar Sharma S/o Shri J.C. Sharma, R/o C-89, FR-1,Top Floor, Ramprastha Colony, Chander Nagar, Ghaziabad, Uttar Pradesh-201011, (Aadha No.**6998-6659-6380**) (hereinafter referred to as the **"Confirming Party 4"**), which expression shall, unless repugnant to the context or meaning include its successors and assigns etc.)

AND

M/s SIGNATUREGLOBAL HOMES PRIVATE LIMITED(CIN: U70100DL2008PTC176641& PAN AABCJ9888R) a company incorporated under the Companies Act, 1956 and having its registered office at 13thFloor, Dr. Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, New Delhi-110001 represented through its its authorized signatory, authorised vide resolution dated March 13, 2023, Mr. Dhananjay Shukla S/o Gupteshwar Shukla, R/o Flat No. 337, Block B, Type A Pocket-3, DDA Flat, Bindapur,Uttam Nagar, New Delhi-110059 (Aadhar No. **9937-7354-3638**)(Hereinafter referred to as **"DEVELOPER")** (which expression shall unless be repugnant to the context or meaning include its successors and assigns etc.)

Owner-1, Owner -2 Owner -3 and Owner -4 are collectively referred to as the "**Owners**".

Confirming Party1, Confirming Party2, Confirming Party 3, Confirming Party 4 andConfirming Party 5 are collectively referred to as the **"Confirming Parties"**.

The Owners,Confirming Parties, RPDPL and the Developer are hereinafter collectively referred to as the "**Parties**" and, individually, as a "**Party**".

WHEREAS the Owners, Confirming Parties and RPDPLare full-fledged and lawful owners in physical possession of land measuring 60.511 Acres situated in village Gadauli Kalan, District Gurugram, Haryana.

AND WHEREAS owners, Confirming Parties and RPDPL had applied and obtained license including for land admeasuring 60.511 Acres situated in village Gadauli Kalan, District Gurugram, Haryana bearing no. 33 of 2008 (hereinafter referred to as '**Licensed Land**') bearing the description

Reg. No.	Reg. Year	Book No.
4245	2023-2024	1



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru RAJESH KUMAR SHARMAOTHER S A INFRACON PVT LTD thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA DEVELOPERS PVT LTD thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA PROMOTERS PVT LTD thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA REALTORS PVT LTD thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA PROMOTERS AND DEVELOPERS PVT LTD thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA BUILDTECH PVT LTD thru RAJESH KUMAR SHARMAOTHER RAMPRASTHA TOWNSHIPS PVT LTD thru RAJESH KUMAR SHARMAOTHER B S Y INFRASTRUCTURE PVT LTD thru RAJESH KUMAR SHARMAOTHER BSY DEVELOPERS PVT LTD_____

दावेदार :- thru DHANANJAY SHUKLAOTHERSIGNATUREGLOBAL HOMES PVT LTD_____

गवाह 1 :- NAVEEN KUMAR _____

गवाह 2 :- DEEPAK KUMAR _____

THE SEAL OF THE SUB REGISTRAR KADIPUR

प्रमाण पत्र

mentioned in **Schedule I** and that the Licensed Land has been/ is being used for developing Group Housing Projects ("**Existing Projects**").

AND WHEREAS the Owners, Confirming Parties and RPDPLhave been granted License bearing no. 33 of 2008 dated 19.02.2008 under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 by the Directorate of Town & Country Planning, Haryana (**DTCP**) for the development of a Residential Group Housing Complex on the Licensed Land.The other requisite approvals/ permissions and sanctions for the construction/development of the Residential Group Housing Complex over the Licensed Land had also been obtained by the Owners, Confirming Parties and RPDPL from the concerned statutory authorities. The aforesaid license stands renewed by Directorate of Town and Country Planning, Haryana, Chandigarh upto 18.02.2025 vide a Memo dated 27.11.2020.

AND WHEREASthe subject matter of this Agreement is a land parcel measuring 2.303 Acres (FSI admeasuring 2,78,000 Sq. Ft.) situated in village Gadauli Kalan, District Gurugram, Haryana ("**Project Land**") out of the total Licensed Land and the Owners are full-fledged and lawful owners in physical possession of the Project land bearing the description mentioned in **Schedule II**.

AND WHEREAS the Developer is engaged in the development and construction of various types of buildings and is well experienced in the line of business and as such the Owners wish to enter into a Joint Development Agreement with Developer undertaking the conceptualization, promotion, implementation and development of a project on the Project Land in terms of license and approvals granted and Owners, RPDPL and Confirming Partieshave no objection in transferring development rights with respect to the Project land in favour of the Developer.

AND WHEREAS RPDPL has represented to the Developer that the entire amount of External Development Charges (EDC) and Internal Development Charges (IDC) applicable to the Project land has been paid by RPDPL alone by 13/06/2021 and 13/08/2008, respectively.

AND WHEREASthe present agreement is being executed between the parties on the terms and conditions hereinafter mentioned:-

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. That the subject matter of this Agreement between the Owners, Confirming Parties, RPDPL and the Developer is the Project Land admeasuring approx. 2.303 Acres (FSI admeasuring2,78,000 sq. ft.) more particularly described in Schedule II. The comprehensive bifurcation of the said land between the land owners is as per the details mentioned below:-

S. No.	Name of Land Owners	Total Area of Land in possession
1	S.A. Infracon Private Limited	0.385 Acres
2	Ramprastha Developers Private Limited	0.242 Acres
3	Ramprastha Promoters Private Limited	1.193 Acres
4	Ramprastha Realtors Private Limited	0.483 Acres
	TOTAL	**2.303 Acres**

2. That the Owners, RPDPL and Confirming Parties have obtained approval for change of developer/BIP from the Directorate of Town and Country Planning, Haryana, Chandigarh vide Memo no. LC-1608-Vol-V/ JE (SJ)/2023/ 19247 dated 16.06.2023 in accordance with Change in Beneficial Interest Policy dated 18th of February 2015.


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3. That it is acknowledged and confirmed by the parties that the present Agreement is for development/completion of the project land into a Real Estate Project and does not constitute sale of said land and hence the Owners shall continue to be the Owners of the Project land.

4. That RPDPL, Ownersand Confirming Parties shall also execute necessary amendments, cancellation, NOCs or any other documents that may be required to be executed in this regard.

5. Thatthe Developer shall be responsible for the registration of the Project to be developed over the Project Land with Real Estate Regulatory Authority Gurugram,at itsown cost and expense. The Owners, Confirming Parties and RPDPLshall provide complete cooperation in the matter. While, if any government department approval gets delayed due to existing project related approvals, then Owners, Confirming Parties and RPDPLshall provide cooperation by executing and submitting required documents.

6. That it shall be the responsibility of the Developer to get the revised building plans after consultation with the Owners, with respect to the Project sanctioned from Directorate of Town and Country Planning, Haryana, Chandigarh, at its own cost and expense. The Owners, Confirming Parties and RPDPL shall provide complete cooperation in the matter.

7. That the Owners, Confirming Partiesand RPDPL shall as much as possible facilitate the obtaining of No Objection Certificates and completion of formalities so as to enable the Developer to get sanctioned revised building plans.

8. That External Development Charges/Infrastructure Development Charges in respect of Project Land that has been paid by RPDPL to the authority, which is amounting to Rs. 7,64,50,000/- (Seven Crores Sixty Four Lacs and Fifty Thousands) shall be reimbursed by the Developer in the mode and manner given below-

Sl. No.	Net Amount (in Rs.)	Details of Cheques/RTGS in favour of RPDPL, Name of the Bank & Date
1.	6,00,00,000	UTR bearing no. SCBLR22023040300817089 Name of the Bank: Standard Chartered Bank Limited Date: 03-04-2023
2.	92,66,093	PDC bearing no.: 930009 Name of the Bank: YES Bank Limited Date: 07-05-2023
3.	71,83,907	PDC bearing no.: 930003 Name of the Bank: YES Bank Limited Date:07-07-2023
	7,64,50,000	**TOTAL AMOUNT**

9. That External Development Charges/Infrastructure Development Charges in respect of Project Land have already been paid by RPDPL to the concerned statutory authority. No amount towards External Government Charges/Infrastructure Development Charges shall be liable to be deposited/paid by Developer with the concerned statutory authority. The Hon'ble High Court in CWP No. 5835 of 2013 (Balwan Singh Vs. State of Haryana and others) has stayed operation of HUDA memo No. HUDA-CCF-Acctt-I-2011/24224 dated 14.07.2011. In view of the above orders issued by Hon'ble High Court, the DTCP has not insisted for payment of enhanced EDC from the Owners, Confirming Parties and RPDPL for the time being. However, in case of any demand of pending dues/EDC/IDC/BG for EDC & IDC arising out of uplifting of aforesaid stay order by the competent authority, Owners, Confirming Parties and RPDPL agrees to pay/settle such dues on its own. It is confirmed by the Parties that the Owners, Confirming Parties and RPDPLhave agreed to keep the Developer indemnified from


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all the expenses/ pending dues arising out of the final order passed by the appropriate authority in the aforesaid matter. For the purpose of clarity in the matter it can be derived that Owners, Confirming Parties and RPDPLare solely responsible and liable to pay any demand of pending dues/EDC/IDC in relation to the said Land.

10. The Developer shall pay an amount of Rs. 34,35,50,000/- (Rupees Thirty Four Crores Thirty Five Lacs and Fifty Thousand only) as Adjustable Security Deposit subject to TDS Deduction as may be applicable to the Owners and RPDPL. In this regard the Developer has made payment of Adjustable Security Deposit amounting to Rs. 18,02,67,504/- (Rupees Eighteen CroresTwo Lakh Sixty Seven Thousand Five Hundred FourOnly) subject to TDS deduction, as per applicable law. The said amount has been paid to the Owners and RPDPL in the mode and manner detailed below:

S.no.	Name	Date	Cheque /UTR No. & BANK	AMOUNT (Rs.)
1	Ramprastha Realtors Private Limited	03.04.2023	Standard Chartered Bank Limited UTR:SCBLR22023040300815247	1,00,00,000
2	Ramprastha Developers Private Limited	03.04.2023	Standard Chartered Bank Limited UTR:SCBLR22023040300815248	1,00,00,000
3	Ramprastha Promoters Private Limited	03.04.2023	Standard Chartered Bank Limited UTR:SCBLR22023040300817088	15,02,67,504
4	S.A. Infracon Private Limited	03.04.2023	Standard Chartered Bank Limited UTR:SCBLR22023040300815246	1,00,00,000
	AMOUNT OF SECURITY DEPOSIT ALREADY PAID			**18,02,67,504**

The balance amount of adjustable security deposit as mentioned above i.e. Rs. 12,89,27,496/- (Rupees Twelve CroresEighty Nine LakhsTwenty Seven Thousand Four Hundred Ninety Sixonly) shall be paid to the Owners & RPDPL by the Developer in the following manner:


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Sl. No.	Name of the Owner	Gross Amount (in Rs.)	TDS (in Rs.)	Amount already paid (in Rs.)	Net Amount (in Rs.)	PDC bearing no./ RTGS, Name of the Bank & Date
1	Ramprastha Promoters Private Limited	16,69,63,894	1,66,96,390	15,02,67,504	-	PDC bearing no.: NA Name of the Bank: NA Date: NA
2	Ramprastha Developers Private Limited	3,38,51,563	33,85,156	1,00,00,000	2,04,66,406	PDC bearing no.: 930010 Name of the Bank: YES Bank Limited Date:07-05-2023
3	Ramprastha Promoters & Developers Private Limited	2,11,01,049	21,10,105	Nil	1,89,90,944	PDC bearing no.: 930004 Name of the Bank: YES Bank Limited Date: 07-08-2023
4	Ramprastha Realtors Private Limited	6,77,03,125	67,70,313	1,00,00,000	3,00,00,000	PDC bearing no.: 930011 Name of the Bank: YES Bank Limited Date:07-05-2023
					2,09,32,813	PDC bearing no.:930005 Name of the Bank: YES Bank Limited Date:07-07-2023
5	S.A. Infracon Private Limited	5,39,30,370	53,93,037	1,00,00,000	3,00,00,000	PDC bearing no.: 930006 Name of the Bank: YES Bank Limited Date: 07-06-2023
					66,54,055	PDC bearing no.: 930008 Name of the Bank: YES Bank Limited Date: 07-08-2023
					18,83,278	PDC bearing no.: 930007 Name of the Bank: YES Bank Limited Date: 07-07-2023
	TOTAL	**34,35,50,000/-**	**3,43,55,001/-**	**18,02,67,504/-**	**12,89,27,496/-**	

That amounts stated above are the entire amounts to be paid by the Developer to the Owners and RPDPL in terms of this Agreement. The payment through PDCs (Post dated cheques (are subject to realization. That no amount whatsoever, (except clearance of PDCs and EDC reimbursement amount to RPDPL) is payable by the Developer to the Owners and RPDPL and it is for the Owners/ RPDPL to settle their claims and entitlements, if any, at its own end without any reference whatsoever to the Developer.

11. The **REVENUE SHARE**: In consideration of the grant/transfer of the Development Rights by the Owners & RPDPL to the Developer, and the Developer undertaking the Project under the terms of this Agreement, it has been agreed between the parties to share the Gross Sales


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Revenue, which is sales revenue generated from the sale/allotment/lease or any other nature of the entire Saleable Area of the Project (Net of Brokerage), in the manner provided below:

OWNER'S ALLOCATION (Divided between the owners and RPDPL in the proportion as mentioned in the table below)	15% in the Gross Sales Revenue (Net of Brokerage) ("**Owners' Entitlement**") generated from the sale / allotment / lease or any other nature of the entire Saleable Area at the Project and
DEVELOPER'S ALLOCATION	85% in the Gross Sales Revenue (Net of Brokerage) ("**Developer's Entitlement**") generated from the sale / allotment / lease of the entire Saleable Area at the Project

S. No.	Name of Land Owners/RPDPL	% of distribution of Owner's Allocation
1	S.A. Infracon Private Limited	15.70
2	Ramprastha Developers Private Limited	9.85
3	Ramprastha Promoters Private Limited	48.60
4	Ramprastha Realtors Private Limited	19.71
5	Ramprastha Promoters and Developers Private Limited	6.14
	TOTAL	100

The parties Mutually agrees that the Owner's entitlement shall be upto a maximum amount of Rs. 34,35,50,000/- (Rupees Thirty Four Crores Thirty Five Lacs and Fifty Thousand only) subject to applicable TDS and it shall be paid within a period of two years of execution of the agreement. However, the Owner will have an option to either accept Owner's Entitlement within the aforesaid timeline or set-off Adjustable Security Deposit against Owner's Entitlement payable by Developer to the Owner and RPDPL, without any demur, reservation, contest, protest and/or without any reference to the Developer. On the owner's setting off the Adjustable Security Deposit against Owner's Entitlement, refund of only unadjusted component of Adjustable Security Deposit, if any, shall be payable by the Owners and RPDPL to the Developer in terms of this Agreement.

12. **REPRESENTATIONS BY THE OWNERS:**

It is agreed by and between the parties that the Owners, RPDPL and Confirming Partieshereby represents and warrants on following matters;

a. That the Owners, RPDPL and Confirming Parties undertake to build at their own costs and expense and on the balance licensed land (part of Licensed Land other than Project Land) such number of EWS units as may be required to develop atleast 250 dwelling units by the Developeron the project land..

b. That the Owner, Confirming Parties and RPDPLhave paid the entire EDC / IDC or related charges to Director, Town and Country Planning, Haryana with regard to this licensed project and any future liability with regard to EDC/IDC/BG for EDC & IDC/ enhanced EDC charges will be sole responsibility of the Owners, RPDLPLa Confirming Parties.


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c. That theRPDPL & Ownershallmake application to the Director, Town and Country Planning, Haryana to obtain an extension of license beyond the current validity period of the license and the Owners, Confirming Parties and RPDPL shall co-operate in every manner and that the Developer shall bear the cost/expense for renewal of License only proportionately to the extent of Project Land, cost/expense with respect to remaining share of total licensed land shall be borne by the Owners, Confirming Parties and RPDPL.

13. That the following obligations will be required to be fulfilled by the Owners, Confirming Parties and RPDPL in respect of the Project to be developed over the Project Land:–

a) The Owners, Confirming Partiesand RPDPL shall cooperate with the Developer with respect to the approvals required in the construction/installation of Sewage Treatment Plant ("**STP**"), Underground Storage Tank and Electricity substation for the project to be developed on Project land.

Occupation Certificate for the Existing Project already developed over a part of theLicensed Land excluding theProject Land shall be obtained fromDirectorate Town and Country Planning, Haryana, Chandigarh by theOwnerswithin stipulated time limit and that if the Developer faces problem from DTCP/other authority in development of the project to be developed on the project land due to any delay in obtainingOccupation certificate/completion certificate of the existing project the Owners, Confirming Partiesand RPDPL shall provide requisite cooperation in the form of required documents .

b) The Owners, Confirming Parties and RPDPL shall also comply with all the other obligations under the License no. 33 of 2008 dated 19.02.2008 and/ or any other conditions imposed on renewal or otherwise including construction of service road, sector/ master plan road etc.

14. **OBLIGATIONS OF THE DEVELOPER:**

(i) That as far as the Developer is concerned, it shall be bound to develop the Project to be developed over the Project Land in its own name, at its own cost and expense and with its own resources after getting the layout plan approved from the concerned statutory authorities and the Owners, Confirming Parties and RPDPL will support by execution of documents. The Owners, Confirming Parties and RPDPL agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the Developer the Project Land and to irrevocably vest in it all the authority of the Owners, Confirming Partiesand RPDPL as may be necessary in the discretion of the Developer for obtaining approval of layout plan as well as any other permissions, sanctions and/or approvals for development, construction and completion of the proposed Project on the projectLand. All expenses involved in and for obtaining requisite permissions or sanctions from the concerned authorities as for raising of construction of the Project to be developed over the Project Land shall l incurred and paid by the Developer.

(ii) That the building plans/design and other documents required to be filed for approvals of building plans, shall be submitted by the Developer so as to construct the permissible area over the land described above. Developer shall ensure that Building Plans for the proposed Project to be developed over the Project Land shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and/or any other competent authority as may be prescribed /applicable pertaining to the Project Land as may be in force in the area.


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(iii) That the Developer, shall proceed to have suitable design, model and/or plans prepared for the proposed Project to be developed over the Project Land and get them approved / sanctioned from the competent authority(s). The Developer shall apply to the Director, Town and Country Planning, Haryana and/or such other authorities as may be concerned in the matter for obtaining the requisite approval/ sanction of lay out plan for raising of construction on the Project Land in accordance with applicable zonal plans subsequent to execution of this Agreement. The charges/expenses for the same shall be borne by the Developer.

(iv) That the entire amount required for the cost of construction of the said Project to be developed over the Project Land including but not limited to the charges and fees of the architect(s) for preparation of plans, sanction of said plans, electrical panels, electrical transformers, fire-fighting equipment / arrangements, lifts, facade etc. as may be prescribed by the concerned authority shall be wholly to the account of the Developer.

(v) That except EDC/IDC Charges including any penalty amount, in case of any other additional charges are payable to the government and/or any other authority for the provision of peripheral or external services to the Project Land like water, sewerage or electricity supply, the same shall be borne by the Developer.

(vi) That the complete construction of the project shall be carried out by the Developer at its own cost.

15. That this Agreement shall devolve all necessary rights and entitlements on the Developer to buildproposed Project to be developed over the Project Land in accordance with the terms of this Agreement. The Ownersshall grant a registered irrevocable General Power of attorney ("GPA") to the Developer for obtaining sanction of site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of raising construction and sale of project. The GPA shall also authorize the Developer to discharge its part of the obligations under this Agreementand to let out /sell the constructed/unconstructed and/or developed/undeveloped portions of the Project. The GPA shall also authorize the Developer to exercise all rights under this Agreement.

16. That irrevocable GPA shall entitle the Developer to submit applications to various authorities, for obtaining requisitions/ permissions/ approvals/ sanctions, for allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of the said Project.

17. That the Owners, Confirming Parties and RPDPL agreed and confirmed to extend their help and support to the Developer for making application to the Director, Town & Country Planning, Haryana, Haryana Urban Development Authority and/ or such other Authorities as may be concerned in the matter for obtaining the requisite Permissions/ Licenses/ CLU, sanctions and approvals for the development and construction on the Project Land, the proposed Project in accordance with the applicable Zonal Plans.

18. That the RPDPL & Owner shall make application to the Director, Town and Country Planning, Haryana to obtain an extension of license beyond the current validity period of the license if required and the Developer shall bear the cost/expense for renewal of License only proportionately to the extent of Project Land, cost/expense with respect to remaining share of total licensed land shall be borne by the Owners & RPDPL.

19. The Developer will have an option to purchase the said Land from the Owners, wherein the sale consideration shall not exceed Rs.34,35,50,000/- (Rupees Thirty Four Crores Thirty Five


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Lacs Fifty Thousand only) (which amount includes Revenue share of Owner under this agreement). If the Developer exercises such option, then the Owners shall promptly and compulsorily sell the Project Land to the Developer.

20. That the Ownersare aware that the GPA being executed and registered by it in favour of the Developer is for consideration and is irrevocable in character. The GPA shall not be terminated/revoked by the parties under any circumstancesand any attempt in this regard shall not be binding on the developer and shall have no effect whatsoever on the legality, efficacy and binding character of the GPA.

21. That the Owners will handover actual physical and vacant possession of the Project Land to the Developersimultaneously with the registration of this agreement for the subject project.

22. That the Developer shall have following rights amongst others as set out in this Agreement:-

(i) To enter into and exercise complete control over the Project Land, as is required for exercising the developer Rights in an unhindered and unobstructed manner and fulfilling developer Obligations.

(ii) To plan, conceptualize and design the entire Project and seek prior approvals from statutory authorities before implementation;

(iii) To carry out the construction / development of the Project Land in accordance with the terms of this Agreement;

(iv) To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development of the Project Land as per its choice and to pay the wages, remuneration and salary of such persons;

(v) To exercise full, free, uninterrupted and exclusive sale rights in accordance with thisAgreement herein;

(vi) To make payment and/or receive the refund of all deposits, or other charges, fees to and from all public or Government Authorities or public or private utilities relating to Project or the Project Land which are paid by the developer after the commencement of the project

(vii) To calculate the Saleable Area of the entire project.

(viii) To name and brand the project and market it in its own name.

(ix) To exercise full, free, uninterrupted, exclusive and Development Rights including but not limited to marketing, leasing, licensing, transfer or sale rights by way of sale, lease, license or any other manner of transfer or creation of third-party rights therein, and to retain and appropriate all amounts thereof for the purpose of the development of project. The powers however shall be exercised in terms of this Agreement;

(x) To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Government Authority as may be necessary for the development at the Project Land;

(xi) To carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time in relation to the Project;

(xii) To advertise and launch the Project after receiving approvals from RERA ;

(xiii) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of developer Rights and developer Obligations and in connection with all the marketing and sale with respect to the project being developed on the project land;

(xiv) To manage and maintain the Project/Project Land and the property and facilities / common areas constructed upon the Project Land as may be required as per Applicable Laws and/or rules made there;

(xv) To take appropriate actions, steps and seek compliances, approvals and exemptions under the provisions of the Applicable Law;

(xvi) To generally do any and all other acts, deeds and things that may be required for the unhindered and unobstructed exercise of the developer Rights and performance of


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developer obligations and as more elaborately stated in this Agreement, and undertake all such acts, deeds and things in respect of the Project Land that may not have been specifically dealt with in this Agreement;

23. That the Developer shall have following obligations amongst others as set out in thisAgreement,which is restricted specifically to the Project land, while licensed land shall be the responsibility of Owners, Confirming Parties and RPDPL:-

i) That the Developer shall complete the Project to be developed over the Project Land within a period of 5 Years from the date of obtainingof all approvals. That the Developer shall be entitled and shall avail a grace period of 12 months after completion of the aforesaid 5 years. That in case the Developer is unable to complete the construction of the project despite availing the aforesaid grace period of 12 months, in that event the Developer shall be liable to pay Rs. 5/- per sq meters per month for the following (next) 12 months. That in case the Developer is still unable to complete the construction of the project in the aforesaid 12 months, in that event the OWNERS will have a right to take over the project and shall complete the pending construction at thecost of the Developer and in any shortfall in completing the project shall be paid by the developer. In the event if developer fails to pay the construction cost or shortfall amount for construction to the owners, the owners will have right to claim the same from the developer and to take appropriate legal action.Further, no amount shall be payable by the Developer to the Owner and RPDPL on account of any delay which is the result of Force Majeure, pandemic, or any order or direction or notification of the Government/any authority and/or court of law which prevents the progress of the construction or for any reason beyond the control of the Developer.The Project to be developed over the Project Land shall be deemed to be completed only when occupation certificate in respect of the same has been obtained.The Developer will be solely responsible to bear all cost and expenses arising out of delay in possession or consumer litigations & RERA penalties etc.

ii) The Developer shall be solely liable to bear all costs and expenses in the event of any delay of possession of the units, if caused, to the customers and the Developers also indemnifies to the Owners and RPDPL against all cost and consequences in the event if any litigation is initiated against them.

iii) The Developer shall not exit from the Project till the same is completed.

iv) However, in case the Developer exits earlier than completion, then and in that event, the Owners shall repossess the Project Land from the Developer and the Developer shall handover the building/project on as is where is basis free from all lien, encumbrances, dispute, claims of any party including contractor/customers and undertakes not to claim any amount/damages from the Owners in any manner whatsoever and howsoever and that the Developer shall be responsible for all the liabilities in respect all the obligations for which it was responsible for as per this Agreement.

In the event of such take over the Owners shall be free to deal with the project in any manner as it deem fit.

v) That in addition to the financial implications contemplated in the preceding para of this Agreement, the Developer shall be responsible and liable to meet its obligations towards the concerned authorities/prospective purchasers/contactors/vendors etc. The Developershall be further bound to pay all such amounts as may be required to be paid to the concerned statutory authorities for keeping the sanctions alive and subsisting.


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vi) That the Owners, Confirming Parties and RPDPL shall be bound to adopt the same format of documents including application for allotment, letter of allotment and Property Buyer's Agreement as shall be finalized by the Developer for the project.

vii) That in case any party to this Agreementfails to fulfil/abide by, and/or breaches any covenants incorporated in this Agreement, in that event the aggrieved party shall be entitled to get this Agreement enforced through process of law at the cost and expense of the erring party.

viii) That theDeveloper shall be solely and exclusively responsible for obtaining no objections including Fire/electricity/height permission, environment clearances/approvals, pollution board approvals, occupation certificate, labour registration, labour cess etc. so that project/commercial building could be occupied without any hindrances, impediment etc. only to the extent of project Land, while all Owners, Confirming Parties and RPDPL shall be responsible for Licensed land. All costs and expenses, including any fee payable to the Authorities for the above said purposes shall be borne by the Developer alone. Owner shall provide its support by executing and providing documents in timely manner for onward submission with department whenever required.

ix) That the Developer alone shall be responsible for the development of Project to be developed over the Project Land and compliance of all applicable laws including Real Estate (Regulation and Development) Act, 2016 (the RERA Act) read with Haryana Real Estate (Regulation and Development) Rules, 2017 (the HRERA Rules) etc. The Developer shall be solely responsible for all approvals under the RERA Act and the HRERA rules framed thereunder in respect of the Project.

x) That the RPDPL & confirming parties/ executant mentioned hereinabove shall provide connectivity of all master services laid down in the Group Housing Colony to the building constructed over land parcel mentioned herein above including Electric Substation, Water supply line, underground water tank, Pump room facility Sewerage Line, Sewerage Treatment plant Storm water line etc.

24. The Developer shall be entitled at its sole discretion to appoint / nominate any contractor/agency for execution of construction /development of the Project. The develop- shall its absolute discretion be entitled to appoint its Affiliates or any other entity as a development project manager / development manager to undertake the development and construction of the Project and all obligations, rights and entitlements of developer under this Agreement, and to transfer / assign all such entitlements and obligations in favor of the said Affiliate.

25. The parties have further agreed that Developer shall be entitled to retain or let out or transfer out the built up area as detailed above, any units or spaces in the Project to be developed over the Project Land to such person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by the Town and Country Planning Department, Haryana, or Real Estate Regulatory Authority or any other authority concerned with the matter. The parties further agree and undertake to keep the other party harmless and indemnified against all claims and demand resulting therefrom. That the consideration to be given by the Developer to the Owners and RPDPL in respect of rights which are to vest in the Developer shall be the payment as mentioned herein above.

26. That all rates, cesses, duties and taxes due and payable in respect of the Project Land upto the date of this Agreement shall be the exclusive liability of the Owners/Licencees and thereafter the tax liability with respect to the Land shall be shared by the parties in the proportion of


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project land being developed by each party, mentioned therein. The taxes relating to construction and obtaining of approvals/NOC etc. shall be borne and paid by the Developer only.

27. That the Owners, Confirming Parties and RPDPL covenant with the Developer that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and /or such other authority concerned with the matter and further than the Owners, Confirming Parties and RPDPL shall also within a week of receipt of any request from the Developer sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said complex and for giving effect to the terms of this Agreement. However, no documents shall be signed and executed by the Owners which will adversely affect their ownership rights in the Project Land.

28. That the Owners undertake irrevocably to constitute the Developer as their lawful attorney whose board in turn can authorize any official of the Developer to exercise the pow conferred in the attorney for submitting applications to the various authorities, requisitions, permissions, approvals, sanctions, allotment of building materials, allotment of other materials and all other matters required statutorily to be done and performed in connection with the development construction and completion of Project to be developed over the Project Land and for sale and transfer of the project and for all purposes mentioned in thisAgreement and GPA.

29. That the Developer shall be entitled to approach bank/financial institutions for obtaining construction loan for the purpose of undertaking the construction/development of the Project over theProject Land by creating charge/mortgageover the receivablesof the Project to be developed on the Project Land and the Project land without requirement of any type of approval from the Land Owners and/or Confirming Parties or RPDPL. The repayment of loan, payment of interest etc. shall be the sole/exclusive responsibility and liability of the Developer.

30. That with respect to the project land the Developer shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or third party, civil or criminal and Owners, Confirming Parties and RPDPL shall not be responsible for the same in any manner whatsoever and howsoever. All claims and demands during construction shall be settled and cleared by the Developer and no liability on this account shall fall on the Owners.

31. All taxes, levies such as GST, and Works contract tax as may be applicable with regard to construction/development of the project upto the date of issuance of occupation certifica shall be borne and paid by the Developer. However, the parties shall bear their respective income tax liabilities on the income generated out of this transaction and the individual tax liability as regard to the income and assets has to be accounted for by the party independently without any liability of each other in this respect. The GST, if applicable, over the Owner's share of the revenue and the Development Agreement shall be paid and borne by the Owner's alone. However, works contract tax shall be the liability of the Developer.

32. It is agreed and understood between the Parties that developer has entered into this Agreement solely relying on the representation of owners. That other than disclosures made in thisAgreement, there is no restriction on Owners, Confirming Parties and RPDPL to execute and enter into this Agreement on the terms hereof.


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33. That the Project Land or any part thereof comprised in and the subject matter of this Agreement declared to be belonging to the Ownersis lost on account of any defect in the title held by the Owners or any litigation started by any one claiming through the Owners or any one claiming title paramount to the Owners or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., on the Owners, the Owners shall be liable to pay the damages, losses, costs and expenses sustained by Developer and /or intending buyers of whole or part of the built areas, car parking etc. The Owners expressly agrees to keep the Developer and the intending buyers of whole or part of the Developer share of the built area, harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the Developer or the intending buyers may sustain or incur by reason of any defect in title of the Owners.

34. That it is an essential condition of this Agreement that after the execution of thisAgreement, the Owners shall not alienate the Project Land and/or create any third party rights in respect of the same at variance with covenants incorporated in this contract. The owners shall also not create any hindrance or obstruction of any nature in the conceptualisation, promotion, construction, development and implementation of the project over the Project Land by the Developer in terms of this Agreement.

35. That if there be any claim, demand, tax, litigation of any nature whatsoever against the Owners, then it is a condition of this Agreement that the work of development and / or completion of the said building and/or any other matter incidental to this Agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court/tribunal orders. It is agreed that such claims, outstanding demands, litigation and/or court decrees shall only be met and satisfied by theOwners. That if there be any claim, demand, tax, litigation of any nature whatsoever against the Developer, then it is a condition of this Agreement that the work of development and / or completion of the said building and/or any other matter incidental to this Agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed in any manner whatsoever except in the case of compliance of any court/tribunal orders.

36. That the Owners, Confirming Parties and RPDPL shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said project and/or booking and sale of built or un-built areas of the project building.

37. The Developer shall be at liberty to put up its sign boards at the premises of the Project Land with the legend that the building to be constructed as above is a Project to be developed over the Project Land wherein the public is free to book the areas / spaces in conformity with the plans sanctioned by the competent authority, and to have temporary site office in any part of the Project Land apart from the land of which total possession has been handed over to the Developer. It is specifically agreed and understood that the permission and authority granted by the Owners, Confirming Parties and RPDPL to the Developer under this clause, does not empower the Developer to carry out any construction work on the Project Land until license is granted by the competent authority(s) as contemplated herein.

38. The marketing/advertisement costs shall be borne by the Developer. It is further agreed that all the advertisements got published by the Developer for the project specifically state that the project is being developed by the Developer alone. It shall not be directly or impliedly indicated in any advertisement/promotional material that the Owners have got anything to do with the promotion/construction/development of the Project to be developed over the Project Land.


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39. That it is agreed between the parties that the possession of the Project Land/ property delivered / handed over to the Developer for the purpose of the above mentioned project shall not be disturbed and it shall not be dispossessed therefrom. The building shall be deemed to have been completed once the occupation certificate has been issued by the concerned authorities.

40. That this Agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.

41. That the parties hereto have agreed and undertaken to perform their part of thisAgreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement. The Developer shall not assign its rights, obligations and liabilities under this Agreement to any third party.

42. That this Agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.

43. That if required, the Owners shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser (s) of unit (s) / space (s) car parking, etc. in respect of the units, floor space (s) etc. agreed to be sold to different intending purchaser (s) by the Developer at the cost and expense of the said intending purchaser (s) and shall give the said intending purchaser (s) title and interest as may be permissible by present or future laws on the terms and conditions of this Agreement. The rights for the same shall be given to the developer vide GPA.

44. That the parties hereto have agreed and undertaken to pay their separate tax and/or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:

i. these presents do not create any Partnership between the parties hereto;
ii. each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
iii. each of the parties hereto shall bear and pay its own respective income tax and all other taxes in respect of the realization received by each of them under these presents;

45. That in pursuance of the due performance of the obligations and the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators and assigns.

46. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

47. That this Agreement shall be irrevocable and no modification/alteration etc in the terms & conditions of such Agreement can be undertaken, except with prior approval of the DTCP, Haryana.

48. That with respect to the project land specifically the Developer shall be responsible for compliance of all the terms and conditions of License/Provisions of the Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under till the grant of final completion certificate for the colony or relieved of the responsibility by the DTCP, Haryana, whichever is earlier.


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49. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

50. Any dispute and difference that may arise between the parties hereto in regard to or touching these presents, or any other Agreement that may be signed between the parties hereafter, the carrying out of the terms and conditions hereunder and/or the interpretation thereof in any way whatsoever or as to the construction, meaning, validity or effects of this Agreement or any clause, matter or thing contained therein or the rights and liabilities of the parties hereunder shall beshall be settled by arbitration in accordance with the Arbitration ar Conciliation Act, 1996 (and amendments thereof) and the award made in pursuance thereof shall be binding on the parties and subject to exclusive jurisdiction of courts at Gurugram alone.

51. That all costs of stamping, engrossing and registration of this Agreement shall be borne by the Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreementon the day, month and year first mentioned above.

Signed and delivered by the within named OWNERS, CONFIRMING PARTIES AND RPDPL

For Ramprastha Realtors Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	For S.A. Infracon Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory
For Ramprastha Developers Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	For Ramprastha Promoters Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory
For Ramprastha Promoters & Developers Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	For Ramprastha Buildtech Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory


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For Ramprastha Townships Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	For B S Y Infrastructure Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory
For BSY Developers Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	

Signed and delivered by the within named **DEVELOPER**

For SIGNATUREGLOBAL HOMES PRIVATE LIMITED

Mr. DhananjayShukla
Authorized Signatory

Drafted By
NAVEEN KUMAR (Advocate)
Distt. Court Gurugram
As per both parties instructions

Witnesses:

Signature: NAVEEN KUMAR **Name: :** Advocate **S/o:** Distt. Court Gurugram **R/o:** _____	**Signature:** _____ **Name: :** Deepak Kumar Advocate **S/o:** Distt. Court, Gurugram **R/o:** _____


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Schedule I

Details of Licensed land

S. No.	Detail of land owned by Ramprastha Promoters & Developers Private Limited at Village Gadauli kalan, District Gurgaon.				
1	**Village**	**Khasra No.**	**Area**		
			B	B	B
	Gadauli Kalan	188/1	0	4	4
		375/189/1 min	0	3	7
		415/373/187/1/3	0	4	7
		416/373/187/2/2	0	8	5
		377/227	1	14	0
		415/373/187/1/2	0	9	3
		417/374/187/1/2	0	13	10
		188/2/ 1 min	1	0	10
		375/189/2 min	0	4	0
		192	1	19	0
		378/227	1	15	0
		379/229/1	0	2	14
		420/193/2/1	0	1	10
		416/373/187/2/1	0	4	15
		418/374/187/2	0	13	0
		Total	**9**	**17**	**5**
2	Detail of land owned by Ramprastha Realtors Private Limited at Village Gadauli Kalan, District Gurgaon.				
	Village	**Khasra No.**	**Area**		
			B	B	B
	Gadauli Kalan	222	2	15	0
		Total	**2**	**15**	**0**
3	Detail of land owned by Ramprastha Developers Private Limited Village Gadauli Kalan, District Gurgaon.				
	Village	**Khasra No.**	**Area**		
			B	B	B
	Gadauli Kalan	225	3	9	0
		226	0	2	0
		228	3	11	0
		379/229/2	1	12	6
		Total	**8**	**14**	**6**
4	Detail of land owned by Ramprastha Promoters Private Limited Village Gadauli Kalan, District Gurugaon.				
	Village	**Khasra No.**	**Area**		


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			B	B	B
	Gadauli Kalan	201	1	15	0
		203	1	5	0
		205	1	4	0
		231	2	11	0
		233	2	11	0
		235	3	7	0
		Total	**12**	**13**	**0**

4 (A) Detail of land owned by S.A. Infracon Private Limited 593/2060 share; Ramprastha Promters Private Limited 1467/2060 share village Gadauli Kalan, District Gurgaon.

Village	**Khasra No.**	**Area**		
		B	B	B
Gadauli Kalan	74/1/1 min	0	6	16
	75/2	1	4	0
	76	1	7	0
	77	1	8	0
	Total	**4**	**5**	**16**

5 Detail of land owned by Ramprastha Promoters Private Limited 1/4 share, Ramprastha Developers Private Limited 1/4 share, Ramprastha Realtors Private Limited 1/2 share, Village Gadauli Kalan, District Gurgaon

Village	**Khasra No.**	**Area**		
		B	B	B
Gadauli Kalan	204	1	4	0
	78	1	10	0
	232	2	11	0
	80	1	8	0
	202	1	12	0
	234	3	5	0
	79	1	9	0
	230	2	10	0
	Total	**15**	**9**	**0**

6 Detail of land owned by Ramprastha Promoters & Developers Private Limited 390/5820 share, Ramprastha Realtors Private Limited 2744/5820 share, Ramprastha Buildtech Private Limited 1343/5820 share, Ramprastha Townships Private Limited 895/5820 share, Ramprastha Promoters & Developers Private Limited 448/5820 share, Village Gadauli kalan District Gurgaon.

Village	**Khasra No.**	**Area**		
		B	B	B
Gadauli Kalan	168	3	8	0
	171	3	11	0
	167	3	14	0


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		172	3	18	0
		Total	**14**	**11**	**0**

7

Detail of land owned by Ramprastha Buildtech Private Limited at Village Gadauli kalan District Gurgaon.

Village	**Khasra No.**	**Area**		
		B	B	B
Gadauli Kalan	173	3	4	0
	174/ 1min	1	6	5
	Total	**4**	**10**	**5**

8

Detail of land owned by B.S.Y Infrastructure Private Limited at Village Gadauli Kalan District Gurgaon .

Village	**Khasra No.**	**Area**		
		B	B	B
Gadauli Kalan	169	4	13	0
	170/1 min	0	2	0
	170/2/1 min	3	2	15
	166/1	2	16	0
	165/1	1	8	0
	165/4	1	8	0
	Total	**13**	**9**	**15**

9

Detail of land owned by B.S.Y Developers Private Limited, Village Gadauli Kalan, District Gurgaon.

Village	**Khasra No.**	**Area**		
		B	B	B
Gadauli Kalan	191/2 /1 min	1	5	0
	161/2	2	4	0
	Total	**3**	**9**	**0**

10

Detail of land owned by Ramprastha Townships Private Limited at Village Gadauli kalan, District Gurgaon

Village	**Khasta No.**	**Area**		
		B	B	B
Gadauli Kalan	176/2	1	13	0
	Total	**1**	**13**	**0**

11

Detail of land owned by S.A. Infracon Private Limited at Village Gadauli kalan, District Gurgaon

Village	**Khasra No.**	**Area**		
		B	B	B
Gadauli Kalan	185	2	18	0
	186/ 1 min	1	3	0
	Total	**4**	**1**	**0**


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12	Detail of land owned by Ramprastha Promoters &Developers Private Limited, Village Gadauli kalan, District Gurgaon.				
	Village	**Khasra No.**	**Area**		
			B	B	B
	Gadauli Kalan	175/ 1 min	1	0	0
		176/ 1	0	8	0
		Total	**1**	**8**	**0**
G.Total			**96**	**16**	**7**

or say 60.511 acres




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Schedule II

Details of the Project Land admeasuring 2.303 acres situated in Village Gadauli Kalan, Tehsil and District Gurugram

S. No.	Company	Sale Deed	Khasra No.	B	B	B	ACRES	SHARE	SHARE	ACRES
1	Ramprastha Promoters Private Limited	26585	74/1/1	0	7	0	0.219	5	111	0.01
	Ramprastha Promoters Private Limited	26587	74/1/1					37	111	0.073
	Ramprastha Promoters Private Limited	26588	74/1/1					37	111	0.073
	S.A. Infracon Private Limited	12616	74/1/1					594	2060	0.063
2	Ramprastha Promoters Private Limited	26585	75/2	1	4	0	0.75	5	111	0.034
	Ramprastha Promoters Private Limited	26587	75/2					37	111	0.25
	Ramprastha Promoters Private Limited	26588	75/2					37	111	0.25
	S.A. Infracon Private Limited	12616	75/2					594	2060	0.216
3	Ramprastha Promoters Private Limited	26585	76/1 MIN	0	11	15	0.367	5	111	0.017
	Ramprastha Promoters Private Limited	26587	76/1 MIN					37	111	0.122
	Ramprastha Promoters Private	26588	76/1 MIN					37	111	0.122


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	Limited									
	S.A. Infracon Private Limited	12616	76/1 MIN					594	2060	0.106
4	Ramprastha Promoters Private Limited	26688	79/2 MIN	0	3	2	0.097	1	4	0.024
	Ramprastha Developers Private Limited	1076	79/2 MIN					1	4	0.024
	Ramprastha Realtors Private Limited	2075	79/2 MIN					1	7	0.014
	Ramprastha Realtors Private Limited	2012	79/2 MIN					1	14	0.007
	Ramprastha Realtors Private Limited	2793	79/2 MIN					3	84	0.003
	Ramprastha Realtors Private Limited	2792	79/2 MIN					1	4	0.024
5	Ramprastha Promoters Private Limited	26688	80 MIN	1	7	17	0.87	1	4	0.218
	Ramprastha Developers Private Limited	1076	80 MIN					1	4	0.218
	Ramprastha Realtors Private Limited	1946	80 MIN					1	4	0.218
	Ramprastha Realtors Private Limited	2075	80 MIN					1	7	0.124
	Ramprastha Realtors Private Limited	2012	80 MIN					1	14	0.062
	Ramprastha	2793	80 MIN					3	84	0.031


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	Realtors Private Limited									
							2.303			2.303

Signed and delivered by the within named OWNERS, CONFIRMING PARTIES AND RPDPL

For Ramprastha Realtors Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	For S.A. Infracon Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory
For Ramprastha Developers Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	For Ramprastha Promoters Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory
For Ramprastha Promoters & Developers Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	For Ramprastha Buildtech Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory
For Ramprastha Townships Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	For B S Y Infrastructure Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory
For BSY Developers Private Limited Mr. Rajesh Kumar Sharma Authorized Signatory	

Signed and delivered by the within named **DEVELOPER**

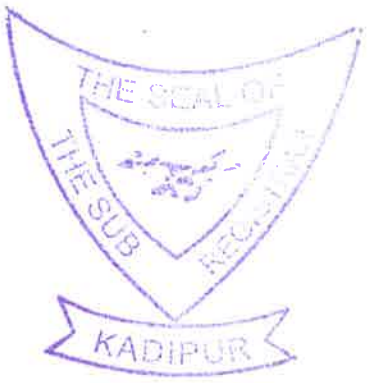
For SIGNATUREGLOBAL HOMES PRIVATE LIMITED Mr. DhananjayShukla Authorized Signatory



Drafted By
NAVEEN KUMAR (Advocate)
Distt. Court Gurugram
As per both parties instructions

Witnesses:

Signature: _____ **Name:** : **S/o:** NAVEEN KUMAR **R/o:** Advocate Distt. Court Gurugram	**Signature:** _____ **Name:** : Deepak Kumar Advocate Distt. Court. Gurugram **S/o:** _____ **R/o:** _____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