

प्रलेख न:7325

दिनांक:12-07-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील वजीराबाद

गांव/शहर बहरामपुर

घन संबंधी विवरण

राशि 2122454400 रुपये

स्टाम्प ड्यूटी की राशि 42449088 रुपये

स्टाम्प नं : G9J2024G4229

स्टाम्प की राशि 42449500 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:118776444

पेस्टिंग शुल्क 0 रुपये

Drafted By: RAJ KUMAR ADV

Service Charge:0

यह प्रलेख आज दिनांक 12-07-2024 दिन बुधवार समय 6:34:00 PM बजे श्री/श्रीमती /कुमारी

G P REALTORS PVT LTD thro VIPUL DAGAROTHER MEWS CONBUILD PVT LTD thro VIRENDER SINGHOTHER
PANOPLY PROPBUILD PVT LTD thro VIRENDER SINGHOTHER COMMANDER REALTORS PVT LTD thro
VIRENDER SINGHOTHER FIVERIVERS TOWNSHIP PVT LTD thro VIRENDER SINGHOTHER FIVERIVERS
DEVELOPERS PVT LTD thro VIRENDER SINGHOTHER YULI PROPBUILD PVT LTD thro VIRENDER
SINGHOTHER IREO PVT LTD thro VIPUL DAGAROTHER IREO GRACE REALTECH PVT LTD thro VIPUL
DAGAROTHER GLS INFRA TECH PVT LTD thro PANKAJ SHARMAOTHER निवास .. द्वारा पंजीकरण हेतु प्रस्तुत
किया गया।

Rakesh Kumar

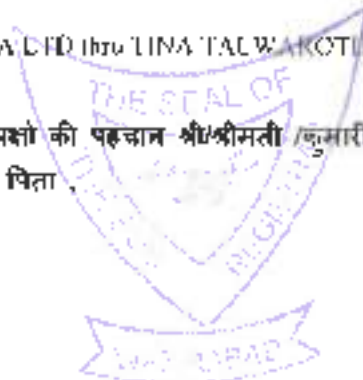
उप/संयुक्त पंजीयन अधिकारी (वजीराबाद)

हरतमभर प्रस्तुतकर्ता

G P REALTORS PVT LTD MEWS CONBUILD PVT LTD PANOPLY PROPBUILD PVT LTD COMMANDER
REALTORS PVT LTD FIVERIVERS TOWNSHIP PVT LTD FIVERIVERS DEVELOPERS PVT LTD YULI PROPBUILD
PVT LTD IREO PVT LTD IREO GRACE REALTECH PVT LTD GLS INFRA TECH PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SOHIA DED thro LINA TALWAROTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को
दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी NEERAJ KUMAR ADV पिता . निवासी
GGV व श्री/श्रीमती /कुमारी RAKESH KUMAR पिता .
दिनांक 06/07/24 है।



AND

Mews Conbuild Private Limited (CIN U45400DL2007PTC162767) a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, West Delhi, New Delhi 110015 (hereinafter referred to as the "Landowner-2" which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Virender Singh**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024

AND

Panoply Propbuild Private Limited (CIN U45400DL2007PTC165831) a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at C-4, 1st Floor Malviya Nagar, South Delhi, New Delhi, 110017 (hereinafter referred to as the "Landowner-3" which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Virender Singh** who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

Commander Realtors Private Limited (CIN U45400DL2007PTC165831), a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at C-4, 1st Floor Malviya Nagar, South Delhi, New Delhi, 110017 (hereinafter referred to as the "Landowner-4" which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Virender Singh**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

Fiverivers Township Private Limited (CIN U45200DL2007PTC160345) a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, West Delhi, New Delhi 110015 (hereinafter referred to as the "Landowner-5" which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Virender Singh**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

<p>CP Realtors Pvt. Ltd.,</p> 	<p>Mews Conbuild Pvt. Ltd.</p> 	<p>Panoply Propbuild Pvt. Ltd.</p> 	<p>Commander Realtors Pvt. Ltd.</p> 
<p>Fiverivers Township Pvt. Ltd.</p> 	<p>Fiverivers Developments Pvt. Ltd.</p> 	<p>Yute Propbuild Pvt. Ltd.</p> 	<p>Ireo Pvt. Ltd.</p> 
<p>Ireo Grace Realtech Pvt. Ltd.</p> 	<p>GLS InfraTech Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	

AND

Fivertivers Developers Private Limited (CIN U45200DL2007PTC160345) a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, West Delhi, New Delhi 110015 (hereinafter referred to as the "Landowner-6" which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Virender Singh**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

Yule Propbuild Private Limited (CIN U45400DL2007PTC164731) a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, West Delhi, New Delhi 110015 (hereinafter referred to as the "Landowner-7" which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr Virender Singh**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

Ireo PRIVATE LIMITED (CIN U70101DL2004PTC125163), a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at C-4, 1st Floor Malviya Nagar, South Delhi, New Delhi, 110017 (hereinafter referred to as the "IPI,") which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Vipul Dagar**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

Ireo GRACE REALTECH PRIVATE LIMITED (CIN U70200DL2010PTC202572), a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at C-4, 1st Floor Malviya Nagar, South Delhi, New Delhi, 110017 (hereinafter referred to as the "IGPL") which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Vipul Dagar**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

GLS INFRATECH PRIVATE LIMITED (CIN: U70200HR2012PTC065342), a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 707, 7th Floor, JMD Pacific Square Sector - 15, Part -II, Gurugram, Haryana-122001 (hereinafter referred to as "GIPL")

CP Realtors Pvt. Ltd., 	Maha Conbuild Pvt. Ltd. 	Pannaj Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Fivertivers Township Pvt. Ltd., 	Fivertivers Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtech Pvt. Ltd. 	GLS Infratech Pvt. Ltd. 		Sober Limited 

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7325 आज दिनांक 12-07-2024 को बही नं 1 जिल्द नं 173 के पृष्ठ नं 180.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 5850 के पृष्ठ संख्या 71 से 75 पर छिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 12-07-2024

उप/संयुक्त पंजीयन अधिकारी वजीराबाद



AND

Fiverivers Developers Private Limited (CIN U45200DL2007PTC160345) a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, West Delhi, New Delhi 110015 (hereinafter referred to as the "Landowner-6" which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Virender Singh**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

Yule Propbuild Private Limited (CIN U45400DL2007PTC164731) a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 305, 3rd Floor, Kanchan House, Karampura Commercial Complex, West Delhi, New Delhi 110015 (hereinafter referred to as the "Landowner-7" which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr Virender Singh**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

IREO PRIVATE LIMITED (CIN U70101DL2004PTC125163), a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at C-4, 1st Floor Malviya Nagar, South Delhi, New Delhi, 110017 (hereinafter referred to as the "IPL") which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Vipul Dagar**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

IREO GRACE PRIVATE LIMITED (CIN U70200DL2010PTC202572), a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at C-4, 1st Floor Malviya Nagar, South Delhi, New Delhi, 110017 (hereinafter referred to as the "IGPL") which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory **Mr. Vipul Dagar**, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024;

AND

GLS INFRATECH PRIVATE LIMITED (CIN U70200HR2012PTC065342), a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 707, 2nd Floor, JMD Pacific Square Sector – 15, Part -II, Gurugram, Haryana-122001 (hereinafter referred to as "GIPL")



which expression shall, unless repugnant or opposed to the context or meaning thereof, be deemed to include its successors, representatives, nominees and permitted assigns); acting through its duly authorized signatory Mr. **Pankaj Sharma** who has been authorized and empowered to execute this Agreement vide its Board Resolution dated 6th February 2024;

AND

SOBHA LIMITED (CIN: L45201KA1995PLC018475), a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at Sarjapur-Marthahalli Outer Ring Road (ORR), Devarabisanahalli, Bellandur Post Bangalore- 560 103 and its regional office at Plot no.136-P, 5th Floor, Rider House, Sector-44, Gurugram, Haryana, (hereinafter referred to as the “Developer” which expression shall, unless repugnant or opposed to the meaning or context thereof, be deemed to include its successors, representatives, and permitted assigns) acting through its authorized signatory Ms. **Tina Talwar**, who has been duly authorized and empowered to execute this Agreement vide board resolution dated 1st July 2021;

The Landowner-1 Landowner 2, Landowner 3, Landowner 4, Landowner 5, Landowner 6 and Landowner 7 are collectively referred to as “Landowners” and, GRPL, IPL and IGPL are collectively referred to as the “Companies”. The Companies and the Landowners are collectively referred to as the “Confirming Parties”.

GIPL, the Developer and the Confirming Parties are individually hereinafter referred to as “Party” and collectively referred to as the “Parties”.









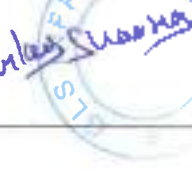


WHEREAS GIPL has represented, assured, and confirmed to the Developer that:

- A. The Landowners are the absolute owners, with a clear and marketable title of all the pieces and parcels of freehold contiguous and developable land admeasuring [96 Kanal 9.5 Marla] (approx. 12.0594] acres) situated at Village Behrampur, Sector 63A, Tehsil and District Gurugram, Haryana, as more particularly described in **Schedule-1** hereto and demarcated in the map attached as **Schedule-2** hereto (collectively referred to as the “Said Lands” which term shall, wherever the context allows include all benefits, easements, appurtenances, developable FSI and rights attached thereto).
- B. The proportion of ownership of each of the Landowners of the Said Lands is detailed in **Schedule-1** attached hereto. The Landowners are recorded as the owners and in possession of the Said Lands in the aforesaid proportion in all the Governmental records including the record of rights maintained in a jamabandi for the purposes of recording ownership and title of the Landowners.
- C. The Landowners had executed development/ collaboration agreements in respect of the Said Lands in favour of the Companies. In supersession thereof, the Landowners along with Companies executed collaboration agreements (“GIPL Collaboration Agreements”) along with the power of attorney(ies) (“GIPL POAs”) in favour of GIPL, which are duly registered with the jurisdictional Sub-Registrar, Gurugram, and granted development rights for the purposes of construction, sale, development, etc.

GP Housing Pvt. Ltd. 	Newa Conbuild Pvt. Ltd. 	Panaply Propbuild Pvt. Ltd. 	Commander Builders Pvt. Ltd. 
Fiverriver Township Pvt. Ltd. 	Fiverriver Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Builders 
Ireo Grand Heights Pvt. Ltd. 	GIS Infotech Pvt. Ltd. 	Sobha Limited 	

on the Said Lands to GIPL. The details of GIPL Collaboration Agreements and GIPL POAs are provided under Schedule-4 hereto (hereinafter collectively referred to as the "GIPL Agreements"). GIPL Agreements and GIPL POAs have been validly executed and are irrevocable, valid, binding and subsisting as of the Execution Date of this Agreement. There exists no facts or circumstances and no event(s) have occurred which render or may render any of GIPL Agreements as void or voidable, or repudiated or revoked or frustrated, terminated or capable of rescission for any reason including but not limited to lack of consideration, influence, coercion, duress, non-compliance with terms, default, fraud or misrepresentation.

- D. GIPL is in legal and physical possession of the Said Lands and is vested with all the rights / entitlements to construct / develop a residential group housing project under New Integrated Licensing Policy 2022 (NILP) and also to collect and receive the consideration from the sale of apartments/units/plots that are to be constructed/ developed on the Said Lands (other than the area required to be allocated to the Companies under the GIPL Collaboration Agreements) from sale in open market or otherwise.
- E. The Said Lands, title of the Landowners to the Said Lands, rights of GIPL on the Said Lands and legal and vacant physical possession of the Said Lands vested in GIPL, are all free from any and all Encumbrance of any nature whatsoever and no event has occurred which may render the title / ownership and legal and vacant physical possession of the Landowners to the Said Lands, either void or voidable, or repudiated or revoked or frustrated, or capable of rescission for any reason, and in particular without limitation by reason of lack of consideration, influence, coercion, duress, default, fraud or misrepresentation.
- F. No real estate project was ever launched on the Said Land. Accordingly, there are no third-party rights in favour of any customer/ buyer of real estate properties or in favour of any third party in respect of the Said Lands or any part thereof. Neither the Landowners nor GIPL has represented to any third party that any development/ construction of any infrastructure or any facility shall be done on the Said Lands as part of any other construction/ development/ project.
- G. The Said Lands has access through a 60-meter-wide dividing sector road presently motorable 24-meter road which is the part of the 60-meter Road, also depicted in Schedule-2 attached hereto ("Access").
- H. The Landowner-6 in collaboration with Landowner-4, applied for and obtained a License no. 21 of 2013 ("2013 License") from the Department of Town and Country Planning, Haryana ("DTCP") under the Haryana Development of Regulation of Urban Areas Act, 1975 read with the Haryana Development and Regulation of Urban Areas Rules, 1976 thereto and notifications, circulars, policies, orders etc. issued by DTCP (collectively "Act"), for development of a commercial colony over lands admeasuring approx. 3.8625 acres comprised within the Said Lands; however, the said commercial colony could not be launched. The balance of Said Lands i.e. lands other than the said 3.8625 acres, were part of the group housing License no. 40 of 2014 ("2014 License") obtained by the Landowners; however, no project could be launched due to certain differences in relation to the 2014 License.

GP Realtors Pvt. Ltd., 	News Conbuild Pvt. Ltd. 	Puaply Propbuild Pvt. Ltd. 	Govunder Realtors Pvt. Ltd. 
Fiveriver Township Pvt. Ltd. 	Fiveriver Developers Pvt. Ltd. 	Yale Propbuild Pvt. Ltd. 	Jren Pvt. Ltd. 
Ireo Grace Realtorch Pvt. Ltd. 	GIS Infraachi Pvt. Ltd. 		



Pursuant to the mutual understanding amongst the Landowners, the Landowners (with Landowner-4 being the lead developer) obtained a Letter of Intent dated 31.01.2023 bearing Memo No. LC-4852/JE(DS) 2023/2663 ("2023 Affordable Plotted Housing LOI") from DTCP for setting up of an affordable plotted colony on the land which included Said Lands and the commercial land admeasuring 3.8625 acres under DDJAY Scheme. The commercial land admeasuring 3.8625 acres was migrated from the 2013 License along with the additional area comprised in the Said Lands under the 2023 Affordable Plotted Housing LOI.

- I. GIPL amicably decided to develop a group housing project on land admeasuring 13.0844 acres and obtained a Letter of Intent dated 5th December 2023 (under the New Integrated Licensing Policy ("NILP")) from DTCP bearing Memo no LC-5265-JE(SB)-2023 ("2023 LOI"), with GIPL as the developer of, In terms of the 2023 LOI, a group housing project with a FAR of 1.25 amounting to FSI of approx. 0.71 million sq. ft can be developed over the Said Lands. GIPL has represented that the said 2023 LOI has been obtained in accordance with the Applicable Laws and is valid and subsisting and there exists no facts, circumstances, or event which shall render the said 2023 LOI as void, voidable, repudiated, revoked, or frustrated, capable of rescission for any reason whatsoever.
- J. GIPL has represented that it shall get the 2023 LOI amended to the extent that it includes only the Said Lands of 12.0594 acres with FAR of 1.25 amounting to FSI of approx. 0.66 million sq. ft. ("Current Project FAR") for development of the group housing and other development as may be allowed on the Said Lands ("Project") as per the NILP and to include the name of the Developer in the modified LOI and Licence as the developer of the Said Lands.

AND WHEREAS GIPL and the Developer have now agreed to execute this Development Agreement to, *inter-alia*, grant, and transfer irrevocable, exclusive, and unencumbered Development Rights (as defined hereinafter) over the Said Lands in favour of the Developer, and relying on the representations, warranties, covenants, and assurances of GIPL, the Developer has agreed to the said transfer of Development Rights in its favour. Further, the Confirming Parties have hereby provide their no objection with respect to the execution of this Agreement for grant and transfer of the Development Rights in favour of the Developer.

AND WHEREAS pursuant to the understanding above, the Developer and GIPL executed an agreement on 4th January 2024 ("Term Sheet") to capture the terms, and conditions and conditions precedent to the execution of this Agreement, and GIPL hereby confirms that it has complied with all the obligations and conditions contained in the said Term Sheet and the Parties are now executing this Agreement to set forth the terms and conditions in relation to *inter alia* the transfer of the Development Rights construction, development of the Project by the Developer etc.

AND WHEREAS, pursuant to the 2023 LOI, the Developer and GIPL shall jointly make the necessary applications with DTCP for modifying the LOI for the area of the Said Lands only and obtaining a change/substitution of the name as Sobha Limited as developer of the Project in the modified LOI and in the final group housing license to be issued pursuant to the 2023 Housing LOI, thereby recognizing the Developer as the sole licensee and developer for the Said Lands ("License") and Confirming Parties shall provide necessary and required assistance to GIPL and Developer for applying for such License including *inter alia* to

<p>GP Realtors Pvt. Ltd.,</p> 	<p>Mews (Rebuild) Pvt. Ltd.</p> 	<p>Panoply Propbuild Pvt. Ltd.</p> 	<p>Commander Realtors Pvt. Ltd.</p> 
<p>Fiveriver Township Pvt. Ltd.</p> 	<p>Fiveriver Developers Pvt. Ltd.</p> 	<p>Yule Propbuild Pvt. Ltd.</p> 	<p>Law Pvt. Ltd.</p> 
<p>Iron Gate Builders Pvt. Ltd.</p> 	<p>GLS Infrastructure Pvt. Ltd.</p> <p><i>Parthiv Sharma</i></p> 	<p>Sobha Limited</p> 	

sign and execute all papers, documents, etc. as maybe necessary for the said purpose. It is hereby clarified that Confirming Parties will not have the obligation to obtain such License.

NOW THEREFORE in supersession of all previous agreements and understandings between the Developer and GIPL (whether oral or in writing) including, in particular, the agreement/term sheet executed by and between the Developer and GIPL dated 4th January 2024; and in consideration of the mutual covenants, terms, and conditions and understandings set forth in this Agreement and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS





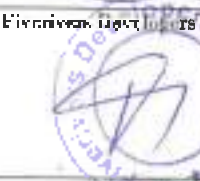


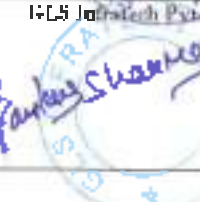

- 1.1 "Applicable Laws" shall mean all applicable national, state, local, or other laws, statutes, regulations, ordinances, rules, bye-laws and includes orders, judgments, decrees, directives, guidelines, policies, requirements, or restrictions including all approvals, notifications or any similar form of decisions of Governmental Authority having force of law, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any competent authority having jurisdiction over the matter in question;
- 1.2 "Approvals" shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions, renewals, extensions, registrations and approvals, as may be required from any Governmental Authority or from any other Person or under any Applicable Law, as the case may be, for the design, construction, development, marketing, ownership, management, disposal, transfer and completion of the Project or creating of third-party rights and interest in the Project including the License, Building Plan Approval, RERA registration, pre-launch approvals and post launch approvals as detailed herein under this Agreement;
- 1.2.1 "Claims" shall mean all losses, liabilities, charges, actions, demands, damages, penalties, interest thereon, settlement amount, fees and expenses (including fees and expenses of legal counsels/ attorney's, investigators, advisors, accountants, consultants and other experts, court costs and other expenses of litigation);
- 1.3 "Common Organization" shall mean an organization like an association / company / society or any such entity to be formed by the Developer on behalf of the Purchasers of the Total Saleable Area in the Project;
- 1.4 "Contractors" shall mean the main contractor, sub-contractors and all other third party consultants, suppliers and/or vendors including but not limited to the architect, design consultant, landscape consultant, façade consultant, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, project management consultants, environmental consultant (where necessary), ground investigation engineer, appointed for the construction, development, sale and Marketing of the Project or the

<p>GP Realtors Pvt. Ltd.</p> 	<p>Nevo Conbuild Pvt. Ltd.</p> 	<p>Panody Propbuild Pvt. Ltd.</p> 	<p>Comuzades Realtors Pvt. Ltd.</p> 
<p>Fiverivers Township Pvt. Ltd.</p> 	<p>Fiverivers Developers Pvt. Ltd.</p> 	<p>Yule Propbuild Pvt. Ltd.</p> 	<p>Jee Pvt. Ltd.</p> 
<p>West Coast Realtors Pvt. Ltd.</p> 	<p>GIS Intertech Pvt. Ltd.</p> <p><i>Paulas Sharma</i></p> 	<p>Sorbia Limited</p> 	



exercise of its Development Rights under this Agreement;

- 1.5 "Contractor Approvals" shall mean and refer to the applicable labour laws' approvals and/or registrations required to be obtained by the Contractor appointed by the Developer for the purposes of construction and development of the Project.
- 1.6 "Controlling", "Controlled by" or "Control" means, with respect to any Person, (i) the ownership of more than 50% (fifty percent) of the equity shares or other voting securities of such entity; or (ii) the possession of the power to direct the management and policies of such entity, or (iii) the power to appoint a majority of the directors with respect to such Person by virtue of ownership of voting securities or otherwise; and the term "Common Control" shall be construed accordingly;
- 1.7 "Delay Conditions" shall mean and refer to any delay attributable to any of the following events and circumstances or a combination thereof:
- (a) Any delay in obtaining and loading of TDR FAR by GIPL beyond the 60 days period provided in Clause 5.2 of this Agreement,
 - (b) Any delay in obtaining the License beyond 60 days period provided in Clause 5.1 of this Agreement,
 - (c) Force Majeure,
 - (d) Any delay by GIPL in the relocation of the revenue rasta located within the Said Lands outside the zoning plan of the Said Land/ purchase of the revenue rasta located within the Said Lands, within a period of 90 days from the date of execution of this Agreement,
 - (e) delay by the Governmental Authorities in grant of any Approvals,
 - (f) there exists any Development Risk,
 - (g) GIPL is in breach of its representations, warranties, covenants or obligations under this Agreement, and/or
 - (h) any reason that is beyond the control of the Developer
- 1.8 "Development Rights" shall refer to the right to develop and the entire development rights over the Said Lands and shall include (but not be limited to), *inter alia*, the un-Encumbered right, power, entitlement, authority, sanction and permission to:
- (a) enter upon and take sole possession and control of the Said Lands and every part thereof for the purpose of developing the Project and remain in sole possession, control of peaceful enjoyment of the Said Lands or any part thereof until the Project is handed over for operation, management, administration and maintenance to the Common Organisation of Purchasers formulated under the Haryana Apartment Ownership Act, 1983 and its Rules of 1987 or the maintenance agency of the Project, as the case may be, as per the then Applicable Laws;
 - (b) plan, conceptualize, design, construct, develop, execute, market and sell the Project as per the Developer's sole discretion in accordance with its strategy and design guidelines;

GP Realtors Pvt. Ltd. 	Neeta Conbuild Pvt. Ltd. 	Pnuoply Propbuild Pvt. Ltd. 	Commander Rothers Pvt. Ltd. 
Evergreen Twisting Pvt. Ltd. 	Evergreen Developers Pvt. Ltd. 	Yulu Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtors Pvt. Ltd. 	ISLS InfraTech Pvt. Ltd. 		Sobha Limited 

- (c) appoint architects and structural engineers for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities including layout, aesthetics and landscaping in compliance with the Applicable Laws,
- (d) manage, supervise and monitor the Project and to oversee the performance of the Contractors in terms of their relevant contracts, through any Person nominated by the Developer or through the appointment of an independent project management consultant;
- (e) launch the Project and issue all relevant marketing material/collateral in such mode as may be deemed fit by the Developer and announce the development of the Project and invite prospective Purchasers for allotment and sale of the Total Saleable Area and have the unhindered and exclusive right to the Marketing of the Project;
- (f) enjoy the entire Current Project FAR, TDR FAR and any other FAR which can be developed on the Said Lands and development potential, current or future, on the Said Land;
- (g) appoint, employ or engage Contractors and any other Persons to carry out the development, construction, implementation, design and Marketing of the Project, undertake the sale of the Total Saleable Area or any other activity in relation to the Project and to pay the wages, remuneration, brokerage and salaries of such Contractors/Persons;
- (h) brand the Project with its name under the primary credit and the GIPL name as a secondary credit;
- (i) determine the developments thereon including naming various unit types and buildings to be developed in the Project;
- (j) market the Project through utilization of the brand of the Developer, on all promotional material, print media, tele-media, events, advertisement, etc., relating to the Project;
- (k) issue any press release or make any public statement or other communication about the Project and/or the development;
- (l) allot, sell, transfer, handover or otherwise dispose of or alienate the Total Saleable Area by way of sale, allotment, or any other recognized manner of transfer and have the sole authority to determine and control pricing of the Total Saleable Area and car parking spaces, private terraces to be developed in the Project on the Said Land;
- (m) operation and management of the club, either through itself or through any of its affiliates or third party, handover of the club and common areas of the project to the association of

GP Realtors Pvt. Ltd., 	More Cosubuild Pvt. Ltd. 	Panciply Propbuild Pvt. Ltd. 	Commanster Realtors Pvt. Ltd. 
Evergreen Township Dev. Ltd. 	Evergreen Developments Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	tree Pvt. Ltd. 
Indo Grace Realtors Pvt. Ltd. 	GIS Infotech Pvt. Ltd. 	Sobha Limited 	

allottees/ common organizations in the Project;

- (n) enter into all documentation with the customers of the Project including agreements/ builder buyer agreements/ agreement to sell/ sale deeds/ conveyance deeds with the Purchasers, tripartite agreements with the banks/ lenders of the customers for home loans etc. on such terms and conditions as deemed fit, to receive the full and complete proceeds for the sale of the Total Saleable Area and give receipts upon receipt of the same;
- (o) enter into arrangement with third party for promotional activity for the Project;
- (p) make payment and/ or receive the refund of all deposits to and from all public or Governmental Authorities or public or private utilities relating to the development of the Said Lands paid by the Developer, in the manner the Developer may deem fit;
- (q) obtain all approvals for the Said Lands and renew or modify the said approvals or as required under Applicable Law;
- (r) obtain the Approvals, make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals for the Project including approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed buildings to be constructed on the Said Lands and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;
- (s) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Said Land;
- (t) with prior intimation to GIPL and Confirming Parties surrender any portion of the Said Lands to the Governmental Authorities or any such area falling under the set-back area or under any reservation to the Governmental Authorities in the prescribed manner and to take all necessary steps in that regard and for the benefit of the Project and to make necessary correspondences;
- (u) create mortgage on the Said Lands, Project, and/or any part thereof subject to and in terms of Clause 7 of this Agreement and call upon GIPL to execute all documents, mortgage deeds, no objection certificates, declarations, affidavits, powers of attorney, etc. as may be required by the lender to record or create such mortgage and the Confirming Parties also have no objection for mortgage of the Said Lands;

GP Realtors Pvt. Ltd. 	Newn Conbuild Pvt. Ltd. 	Panorah Propbuild Pvt. Ltd. 	Getuamulder Realtors Pvt. Ltd.
Fiverivers Township Pvt. Ltd. 	Fiverivers Developers Pvt. Ltd. 	Vale Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd.
Ireo Green Realtors Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 	Sobha Limited 	



- (v) execute all necessary, legal and statutory writings, agreements and documentation for the exercise of the Development Rights and in connection with all the Marketing, leasing, licensing or sale of the premises to be constructed on the Said Lands as envisaged herein including but not limited to brokerage agreements, tripartite agreement involving lending institutions and prospective buyers in the project;
- (w) set up, install and make provision for the various facilities/services at the Project as may be required under the Applicable Laws and/or rules made there under, demarcate the common areas and facilities and the limited common areas and facilities in the Project as per the layout plan and to file and register all requisite deeds and documents under the Haryana Apartment Ownership Act, 1983 and its allied rules of 1987 (as amended from time to time) including the deed of declaration;
- (x) manage/maintain the Project/ Said Lands and the property and facilities/common areas constructed upon the Said Lands and/or transfer/assign the right to maintenance to any third party in accordance with Applicable Laws and the Approvals and to receive all benefits, considerations etc. accruing from such maintenance of the Project;
- (y) take appropriate actions, steps and seek compliances and exemptions under the provisions of the Applicable Laws in relation to the Project;
- (z) execute all necessary, legal and statutory writings, agreements and documentation for the exercise of the Development Rights and in connection with all the marketing or sale of the Total Saleable Area to be developed on the Said Lands and appear before the jurisdictional Sub-Registrar towards registration of the documents, as envisaged herein and under the GPA;
- (aa) give receipts and upon execution of the definitive documents in favour of Purchasers; hand over ownership, possession, use or occupation of the Total Saleable Area, car parking spaces in the Project, retail and commercial premises in the Project, and wherever required proportionate undivided interest in the land underneath i.e. the Said Lands without any further reference to the Landowners and GIPL.
- (bb) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (cc) generally, do any and all other acts, deeds, and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement and all acts, deeds, and things that may be required for the development, construction, and implementation of the Project and for compliance with the terms of this Agreement; and
- (dd) carry out any and all other acts, deeds and things that may be required for the implementation and completion of the Project.

 GP Realtors Pvt. Ltd.	 News Conbuild Pvt. Ltd.	 Pamply Propbuild Pvt. Ltd.	 Commander Realtors Pvt. Ltd.
 Evergreen Township Pvt. Ltd.	 Evergreen Developers Pvt. Ltd.	 Vals Propbuild Pvt. Ltd.	 Iree Pvt. Ltd.
 Iron Gate Real Estate Pvt. Ltd.	 GLS Infotech Pvt. Ltd.	 Sobha Limited	



1.9 "Development Risk" shall mean the occurrence of any reduction/ defect/ third party claim/ dispute or Encumbrance over the title, contiguity or possession of the Said Lands, FAR available of the development over the Said Lands (including any reduction thereof) and/ or any defect/ third party claim/ dispute or Encumbrance over the Development Rights of the Developer;

1.10 "EDC" shall mean the external development charges;

1.11 "Encroachment" shall in relation to Project, mean any intrusion whatsoever by a third party (for the purposes of this definition "Encroacher"), whether such intrusion is physical or otherwise, whether the intrusion is by the way of a Claim or any actions of the Encroacher, where such intrusion by the Encroacher, inhibits, affects, impacts, creates impediment or in any other manner whatsoever interferes with the ability of the Person who owns or has rights in relation to the Said Lands or property, to enjoy all the rights, benefits, privileges, entitlements and other interests to the Said Lands or property, together with all liberties, advantages and appurtenances attached to the Said Lands or property. It is being understood that anything that in any way physically impedes the ability of the Developer to construct and develop the Project on the Said Lands shall be deemed to be an Encroachment;

1.12 "Encumbrance" means any third party interest or impediment created pursuant to:

- (a) Encroachment, easement rights, acquisition, attachment, lien, will, exchange, partition, title defect; or
- (b) memorandum of understanding, development agreement, joint venture agreement, title retention agreement, settlement agreement or any other agreement of any nature whatsoever including any oral agreements or oral arrangements; or
- (c) legal or regulatory restrictions, mortgage, charge, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, interest, option, commitment, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same; or
- (d) disputes, breach of settlements, Litigation, requisition, court injunction, claims;

and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

1.13 "Execution Date" shall mean the date of execution of this Agreement;

<p>GP Realcon Pvt. Ltd.</p> 	<p>Mesa Conbuild Pvt. Ltd.</p> 	<p>Panoply Propbuild Pvt. Ltd.</p> 	<p>Commander Builders Pvt. Ltd.</p> 
<p>Pivvare Township Pvt. Ltd.</p> 	<p>Fivvirex Developers Pvt. Ltd.</p> 	<p>Yolo Propbuild Pvt. Ltd.</p> 	<p>Irao Pvt. Ltd.</p> 
<p>Irao Group Realtech Pvt. Ltd.</p> 	<p>GLS Infotech Pvt. Ltd.</p> <p><i>Paresh Sharma</i></p> 	<p>Sobha Limited</p> 	



- 1.14 **"Force Majeure"** shall mean any of the following events and circumstances or combination thereof that affects the Project and/or Said Land:
- act of God such as fire, drought, flood, typhoon, earthquake, epidemics, pandemic, surge of viruses, tornados, landslides, avalanche, tempest, storm or exceptionally adverse weather conditions or natural calamity;
 - any order by Governmental Authorities, court of law, NGT including any order of any Authority for temporary lock-down/ shut down of businesses due to, but not limited to any epidemic/ pandemic or pollution excluding any Development Risk;
 - explosions or accidents, air crashes, act of terrorism;
 - strikes or lock outs, industrial disputes, labour unrest etc ;
 - war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
 - shortage or non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever; and
 - any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Said Lands which renders liable or endangers the health and safety of either Party or the general public.
- 1.15 **"Governmental Authority"** shall mean any national, state, provincial, local or similar government or governmental department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any regulatory or administrative authority including local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi-judicial body to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law;
- 1.16 **"Green FAR Saleable Built-up Area"** shall mean and include all the units including proportionate share in the common areas and facilities at the Project and all construction/ development in the Project including the residential area, car parking spaces, other amenities etc., developed with the Green Building FAR;
- 1.17 **"GPA"** shall have the meaning ascribed to it under Clause 4.10 of this Agreement;
- 1.18 **"HRERA"** shall mean the Haryana Real Estate Regulatory Authority set up under the Real Estate (Regulation and Development) Act, 2016 read with the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time, for the real estate projects in Gurgaon, Haryana;

GP Realms Pvt. Ltd., 	Mess Conbuild Pvt. Ltd. 	Panagya Prombuild Pvt. Ltd. 	Gunmunder Realms Pvt. Ltd. 
Five stars Township Pvt. Ltd. 	Emergent Developers Pvt. Ltd. 	Vishu Propbuild Pvt. Ltd. 	Ess Pvt. Ltd. 
Jira Group Projects Pvt. Ltd. 	GLE Infotech Pvt. Ltd. 	Sohla Limited 	



- 1.19 **"IDC"** shall mean infrastructure development charges;
- 1.20 **"Litigation"** includes any action, notice, cause of action, claim, demand, suit, proceedings, citation, summons, subpoena, inquiry or investigation of any nature whether civil, criminal, regulatory or otherwise, in law or in equity, pending by/with or before any court, tribunal, arbitrator or other Governmental Authority and/or a third party;
- 1.21 **"Marketing"** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for: (a) sale/ transfer of the Total Saleable Area in the Project, (b) fixation of price, and (c) the allotment, sale/ transfer or any other method of disposal, transfer or alienation of the Total Saleable Area and calling for the payments from the Purchasers in relation to the Total Saleable Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
- 1.22 **"Occupation Certificate"** shall mean the grant of occupation certificate for the buildings/projects under Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1963 and the rules framed thereunder;
- 1.23 **"Pass Through Charges"** shall refer to all: (a) statutory charges including direct & indirect taxes, fees, expenses and charges, collected from prospective Purchasers for the deposit of the same with the appropriate Governmental Authority and/or third party utility/maintenance service provider; (b) charges for the incorporation of the Common Organization and handover of maintenance; (c) legal expenses, external electrification charges, fire-fighting charges, payments/contributions received from the customers towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit meant to be passed onto to the concerned Governmental Authority, association of allottees and/or the third party utilities/maintenance service provider, as the case may be; (d) Goods & Services Tax (GST), any future taxes levied by any Governmental Authority; (e) stamp duty, registration charges; (f) EDC/ IDC charged from prospective Purchaser(s), (g) check bounce charges payable to the banks etc. and all such other similar statutory charges, fees and costs which would be collected / recovered from prospective Purchaser in relation to the Total Saleable Area as a contribution from the customers and for onward transfer / deposit to the concerned Government Authority, banks or any third party utility service provider or association (if any) of the apartment owners or to a third party maintenance agency of the Project, as the case may be.
- 1.24 **"Purchaser(s)"** shall mean and include any buyer, purchaser, transferee, including a purchaser in default, assignee, transferee, applicant, whether an individual, corporate or otherwise, for any unit or other part of the Total Saleable Area of the Project;
- 1.25 **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that

GP Realtors Pvt. Ltd., 	News Conbuild Pvt. Ltd. 	Punjably Propbuild Pvt. Ltd. 	Commander Builders Pvt. Ltd. 
Fixstars Township Pvt. Ltd. 	Proconers Developer Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Leo Pvt. Ltd. 
Iron Grace Realtors Pvt. Ltd. 	GLS InfraTech Pvt. Ltd. 	Sobha Limited 	



may be treated as a person under Applicable Laws;

- 1.26 "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder, as amended from time to time;
- 1.27 "Saleable Built-up Area" shall mean and include all the units including proportionate share in the common areas and facilities at the Project and all construction/ development in the Project including the residential area, car parking spaces, other amenities etc., developed with the Current Project FAR and TDR FAR, and shall exclude the Green FAR Saleable Built-up Area;
- 1.28 "Shareable Revenue" shall mean and include such component of consideration that is charged/collected in the project life cycle by the Developer from the Total Saleable Area by way of sale or transfer permissible in terms of Applicable Laws and shall include:
 - (a) sale price of the units and corresponding parking spaces comprised in the Saleable Area;
 - (b) club membership fees;
 - (c) car parking charges;
 - (d) interest on delay payments, penal charges covered etc. from prospective Purchasers;
 - (e) forfeiture of any amount paid by the Purchasers/allottee including earnest money deposit/cancellation charges. In case of Sale of the cancelled unit, the Sales & Marketing expenses shall be borne by the Developer and GPL proportionally (mutually decided).
 - (f) transfer fees charges collected from prospective Purchasers; and
 - (g) all other proceeds from the prospective Purchasers of the Project collected under the customer documentation;

provided however that the Shareable Revenue shall always exclude the Pass-Through Charges, taxes and refunds to the Purchasers/allottees.

- 1.29 "Specification" or "Specifications" shall mean the specifications as detailed in Schedule-5 attached hereto.
- 1.30 "Total Saleable Area" shall mean the total Saleable Built-up Area and the Green FAR Saleable Built-up Area.

 <p>GP Realtors Pvt. Ltd.</p>	 <p>Mega Conbuild Pvt. Ltd.</p>	 <p>Property Propbuild Pvt. Ltd.</p>	 <p>Commander Builders Pvt. Ltd.</p>
 <p>Five Rivers Township Pvt. Ltd.</p>	 <p>Evergreen Developers Pvt. Ltd.</p>	 <p>Veda Propbuild Pvt. Ltd.</p>	 <p>Irec Pvt. Ltd.</p>
 <p>Iree Green Realtech Pvt. Ltd.</p>	 <p>GLS Infracon Pvt. Ltd.</p>	 <p>Sobha Limited</p>	



2. INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 2.1. any reference to any statute or statutory provision shall include:
- (a) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement);
- 2.2. any reference to the singular shall include the plural and vice-versa;
- 2.3. any references to the masculine, the feminine and the neuter shall include each other;
- 2.4. any reference to any clause or schedule or annexure or exhibit is to such clause or schedule or annexure to or exhibit to this Agreement. The schedules, exhibit and annexures to this Agreement form an integral part of this Agreement;
- 2.5. references to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time, in writing;
- 2.6. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- 2.7. each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
- 2.8. headings to clauses, parts and paragraphs of schedules and are for convenience only and do not affect the interpretation of this Agreement;
- 2.9. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 2.10. all the recitals to this Agreement forms an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly; and

 <p>G.P. Healthies Pvt. Ltd.</p>	 <p>Mewa Conbuild Pvt. Ltd.</p>	 <p>Puneply Propbuild Pvt. Ltd.</p>	 <p>Commander Builders Pvt. Ltd.</p>
 <p>Poochawa Township Pvt. Ltd.</p>	 <p>Fivevires Developers Pvt. Ltd.</p>	 <p>Yule Propbuild Pvt. Ltd.</p>	 <p>Jura Pvt. Ltd.</p>
 <p>Icoo Grace Healthies Pvt. Ltd.</p>	 <p>GLS Futurtech Pvt. Ltd.</p>	 <p>SBH Limited</p>	



- 2.11. all references to "day" or "days" shall mean reference to calendar day(s), unless clearly stated as Business Day(s).

3. PURPOSE

This Agreement sets forth the terms and conditions with respect to the: (a) irrevocable transfer of Development Rights by GIPL over the Said Lands, in favour of the Developer for the Consideration stated in this Agreement; and (b) the *inter se* rights and obligations between the GIPL and Developer in relation to the implementation of the Project. As per the terms of GIPL Collaboration Agreements, the Confirming Parties hereby provide their no objection for the execution of this Agreement between GIPL and Developer for granting, transferring and assigning the irrevocable Development Rights in favour of the Developer and accompanying GPA in favour of the Developer and GIPL shall not be required to obtain any other consent as per terms of GIPL Collaboration Agreement from Confirming Parties for execution of this Agreement between GIPL and Developer.

4. GRANT, TRANSFER AND ASSIGNMENT OF DEVELOPMENT RIGHTS

- 4.1 On and from the Execution Date, GIPL hereby irrevocably grants, transfers and assigns its Development Rights under the GIPL Collaboration Agreements in respect of the Said Land and the entire development potential relating to the same and the development potential emanating from the TDR FAR (as defined below), to the Developer and the Developer hereby accepts the said grant, transfer and assignment of Development Rights. The Confirming Parties hereby provide their no objection with respect to the execution of this Agreement for grant and transfer of the Development Rights in favour of the Developer
- 4.2 GIPL shall at its own costs and expenses ensure that the Confirming Parties do not cause any hindrance, impediment or challenge of any nature whatsoever to the rights and entitlements vested in favour of the Developer under this Agreement and the GPA. Any such hindrance, impediment or challenge, shall be resolved by GIPL at its own costs and expenses. All costs and liabilities to the Project and the Developer that may occur on account of such hindrance, impediment or challenge, shall be solely to the account of GIPL.
- 4.3 GIPL has handed over legal and physical vacant and peaceful possession of the duly bounded Said Lands to the Developer with the execution of this Agreement. That, it being clarified that the costs and expenses for the boundary wall of the Said Lands shall be solely to the account of the Developer.
- 4.4 The Developer shall be the developer of Project and shall implement, develop and drive the Project. The Developer shall be solely entitled to implement and develop the Project including but not limited to the quality, cost, design, layout, aesthetics, Marketing etc. and shall have all the rights as may be necessary, or required by the Developer to manage, undertake and co-ordinate, *inter-alia*, the construction, implementation, development, marketing and sales of the Project (including the units and other Total Saleable Area).

GP Realcon Pvt. Ltd., 	Mewa Embuild Pvt. Ltd. 	Panopoly Propbuild Pvt. Ltd. 	Commander Realcon Pvt. Ltd. 
Fiverivers Township Pvt. Ltd. 	Fiverivers Developcon Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Group Realcon Pvt. Ltd. 	GLS Infracon Pvt. Ltd. 	Sobha Limited 	



- 4.5 That the Developer i.e. Sobha Limited, shall be responsible for compliance of all the terms and conditions of license / provisions of Haryana Development and Regulation of Urban Areas Act, 1975 read with the Haryana Development and Regulation of Urban Areas Rules, 1976 (as amended from time to time) till the grant of final completion certificate to the colony/ project or relieved of the responsibility by the DGTCP, Haryana, whichever is earlier.
- 4.6 This Agreement shall be irrevocable and no modification/alteration etc., in the terms and conditions of the said Agreement can be undertaken, except after obtaining prior approval of DGTCP, Haryana.
- 4.7 GIPL hereby irrevocably authorise and empower the Developer to undertake all or any of the acts, deeds and things as are specified in **Schedule-5** hereto in the name of and on behalf of the Landowner and GIPL and the Confirming Parties have no objection to it.
- 4.8 It is clearly agreed that the Developer herein shall not be liable or responsible towards the Confirming Parties in relation to any terms/ conditions/ warranties of the GIPL CA Agreement and representations, warranties and obligations of GIPL to Confirming Parties under this Agreement (save and except for Clause 15 (Extra Area) and Clause 18 (Indemnity)) including towards the obligations of payment of any consideration, which shall be the sole responsibility of GIPL. It is clearly agreed that any dispute or differences between GIPL and Confirming Parties with respect to GIPL's representations, warranties and obligations as mentioned herein shall be resolved by GIPL at its own costs and expenses in such manner that the rights and entitlements of the Developer as vested herein and the Project, is not adversely impacted in any manner whatsoever and such dispute or differences between GIPL and Confirming Parties shall not affect the validity of this Agreement and neither GIPL nor the Confirming Parties shall be entitled to terminate, cancel or challenge the validity of this Agreement on account of such dispute or differences.
- 4.9 GIPL shall from time to time execute such further agreements/ documents, do all such acts and assist the Developer, as may be required by the Developer, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder. Further, GIPL agrees and undertakes not to do anything directly or indirectly that may affect, jeopardize or frustrate the objective of this Agreement or adversely affect the Development Rights or any other rights and interests of the Developer in the Project and/or the Said Lands, in any manner.
- 4.10 Simultaneously with the execution and registration of this Agreement, GIPL and Landowners have executed and registered an irrevocable general power of attorney in favour of the Developer ("GPA") in respect of the Said Lands and Project, *inter alia*, to enable the Developer to perform all its obligations and utilize all its entitlements/ benefits/ rights as stated under this Agreement including to sign the allotment and transfer documents in favour of the Purchasers. The Developer shall be entitled to appoint one or more of its authorised representatives for the exercise of any or all of the powers and authorities under the GPA. The GPA has been granted for consideration, the receipt and sufficiency of which is hereby acknowledged by GIPL and is consequent to an interest created in favour of the

 IIF Builders Pvt. Ltd.	 Newt Conbuild Pvt. Ltd.	 Panoply Propbuild Pvt. Ltd.	 Commander Realtors Pvt. Ltd.
 Evergreen Township Pvt. Ltd.	 Evergreen Development Pvt. Ltd.	 Yule Propbuild Pvt. Ltd.	 Iroo Pvt. Ltd.
 Iroo Group Realtors Pvt. Ltd.	 GIS Infotech Pvt. Ltd.	 Sobha Limited	



Developer in the Said Lands and to this intent and purpose, it shall be in accordance with Section 202 of the Indian Contract Act, 1872. GIPL agrees and undertakes that the GPA is irrevocable. The Developer will be entitled to use and rely upon the GPA for the purpose of exercising its rights and commitments under this Agreement. The Developer shall exercise the authorities granted under the GPA, in accordance with the terms set forth under this Agreement. GIPL represents and warrants that it is fully entitled to execute and register the GPA and also to irrevocably vest all authorisations as stated in the GPA in favour of the Developer herein.

5. PROJECT APPROVALS

- 5.1 **License:** GIPL shall obtain the license on the Said Lands in the name of the Developer within a period of 60 days from the Execution Date. The Developer shall submit all such documents as may be required by DTCP for the purposes of obtaining the aforesaid license including submission of the bank guarantees as licensee of the Said Lands.
- 5.2 **Additional Transferable Development Rights FAR:** GIPL has represented to the Developer that the base FAR permissible to be developed on Said Lands as per the License is 1.25. GIPL has agreed to obtain an additional FAR of 1.25 ("TDR FAR") by way of Transferable Development Rights ("TDR") so as to ensure that the total developable FAR on the Project is 2.5, in the following manner and phases:
- GIPL agrees to obtain and load on the Project such FAR out of the TDR FAR as is required by the Developer for development in the first phase of the Project, within 60 days from a request/ demand being made in writing by the Developer in this regard.
 - GIPL agrees to obtain and load on the Project the remaining FAR out of the TDR FAR as may be proportionately required by the Developer for development of any other phase of the Project within 60 days from a request/ demand being made in writing by the Developer in this regard.
- 5.3 All costs and expenses associated with the purchasing and loading of TDR FAR i.e. sanction of zoning plans/ revised zoning plans for the Said Lands with the TDR FAR shall be borne by GIPL. The Parties agree that the Infrastructure Augmentation Charges payable to DTCP in relation to the TDR FAR shall be borne by the Developer.
- 5.4 It is agreed between the Parties that Developer shall bear the cost mentioned in clause 3.1 mentioned in Memo No. PF-95/2022/12764 dated 11th May 2022
- 5.5 GIPL agrees and acknowledges that in the event, GIPL is not able to obtain and load the TDR FAR within the aforementioned period(s), then the Developer shall have the right to step in and obtain the required TDR FAR and load the same on the Project. The Developer shall be entitled (without any demur or protest by GIPL) to adjust the cost and expenses actually incurred by the Developer in obtaining and loading the required TDR FAR (i.e. zoning plans/ revised zoning plans for the Said

 GP Housing Pvt. Ltd.	 New4Construction Pvt. Ltd.	 Pangeya Properties Pvt. Ltd.	 Commander Heights Pvt. Ltd.
 Riverovers Township Pvt. Ltd.	 Riverovers Developers Pvt. Ltd.	 Yulu Properties Pvt. Ltd.	 Pangeya Properties Pvt. Ltd.
 Inno Grace Realtech Private Limited	 CLS InfraTech Pvt. Ltd.	 Sobha Limited	



Lands with the TDR FAR) from GIPL's Revenue Share in priority along with an interest of 18% per annum on such expenditure incurred till such time the entire amounts incurred by the Developer are recovered by the Developer. It is hereby clarified, that while calculating the interest accrued on the above cost and expenditure incurred by the Developer for obtaining the TDR FAR, the amount of INR 35 Crores (Indian Rupees Thirty Five Crores Only) i.e. RSD Tranche Five required to be paid by the Developer to GIPL in accordance with Clause 11.1(e) herein shall be excluded.

- 5.6 **Other Approvals:** The Parties hereby agree that the Developer shall be solely responsible and obligated to obtain, comply with, maintain, and renew all other Approvals required for the launch of any/all other phases of the entire Project, at its own cost and expense.
- 5.7 **Green Building FAR:** Developer and GIPL shall endeavour to obtain green building FAR at the time of submission of building plan drawings by the Developer for Building Plan Approval from the Governmental Authority ("Green Building FAR"). In the event, the said Green Building FAR is allowed, then GIPL's share in the Shareable Revenues generated from such additional Green Building FAR shall be distributed as per Clause 13 of this Agreement.
- 5.8 **Additional FAR:** In the event that the relevant Governmental Authority allows for any additional FAR (i.e. in addition to the TDR FAR of 1.25 and other than the Green Building FAR) in respect of the Said Lands, at any time in the future, then the Developer and GIPL shall mutually agree on loading the Additional FAR on the Project.

6. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

- 6.1. The Developer shall be solely entitled to construct, develop and launch the Project in such manner and phases as it may deem appropriate, by utilizing the Current Project FAR and the TDR FAR in the manner as may be structurally and commercially feasible, at the discretion of the Developer.
- 6.2. Basis the assurances of GIPL, to obtain and load the TDR FAR, the Developer has agreed to prepare the building plan drawings for development of the Project with 2.5 FAR in phases, with the first phase of the Project being developed with base FAR of available under the license issued by DTCP in favour of the Developer and appropriate additional TDR FAR and the balance phases with the remaining TDR FAR. Subject to the Delay Conditions, the Developer shall endeavour to obtain the building plans and other approvals and to launch the first phase of the Project, within a period of 15 months from the date of registration of this Agreement. It is being clarified that the obligation and the cost and expenses for loading of TDR FAR shall be on GIPL. GIPL agrees and acknowledges that said timelines of 15 (fifteen) months shall automatically get extended by the period attributable to the Delay Conditions.

The Confirming Parties hereby acknowledge and confirm that the Developer shall be fully entitled to prepare the building plan drawings and obtain all the approvals and undertake all works for the development of Said Lands at its sole discretion in the manner provided in this Agreement, without

GP Ventures Pvt. Ltd., 	Mewa Conbuild Pvt. Ltd. 	Pamply Empubuild Pvt. Ltd. 	Commander Heights Pvt. Ltd. 
Everest Township Pvt. Ltd. 	Everest Developers Pvt. Ltd. 	Yash Empubuild Pvt. Ltd. 	Geo Pvt. Ltd. 
Ireo Grace Realtech Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 		Sobha Limited 



requiring any suggestions and/or inputs from the Confirming Parties.

- 6.3. Subject to the Delay Conditions, the Developer shall endeavour to complete the Project or at least the GIPL Area Allocation within 84 (eighty four) months and at least 50% (Fifty Percent) of Project within 60 (sixty) months from the date of receipt of RERA Registration for first phase of the Project. GIPL agrees and acknowledges that said timelines for launch of the first phase of the Project shall automatically get extended by the period attributable to the Delay Conditions. In the event the Developer is not able to complete the construction of the Project as per the abovementioned timelines, then the Parties shall mutually discuss the way forward for completion of the Project.

- 6.4. Delay/Failure to Complete the Project in Time and Consequences:

In the event of the Developer not completing the development in the manner set out in Clause 6.3 of this Agreement within 84 (eighty four) months as mentioned above in Clause 6.3 and in the event of there being any delay beyond the 84 (eighty four) months as mentioned above 6.3 for reasons other than Delay Conditions, then the Developer shall:

In case of Sold Units in Uncompleted Phase:

The Developer shall pay the unrealized revenue in six equal monthly instalment or pay interest calculated @ 2% over and above SBI MCLR per annum, on the unrealized revenue/unbilled revenue to be calculated pro-rata from the completion date mentioned above till the billing/realization of the balance amounts.

In case of Unsold Units in the Uncompleted Phase:

The Developer can give GIPL in lieu of the GIPL's Revenue share of entitlement in uncompleted phase, saleable area in the overall development (after deducting the area already sold) from and out of the unsold stock in completed phase and same shall be treated as allocation. GIPL shall pay the applicable Pass-Through Charges deposits, other costs, charges and expenses, statutory payments and taxes on such allocated portion as being charged to the customers including the applicable GST for such allocation. The Developer can thereafter develop the remaining phases, which shall exclusively belong to the Developer.

In the event the Developer being unable to deliver the GIPL's remaining entitlement, from and out of the unsold stock in the completed phases within the period of 84 months as mentioned above, the Developer shall pay to GIPL, interest at the rate 2% over and above the SBI MCLR per annum calculated on the basis of the average rates at which any unit is booked / sold in the past one year calculated from the expiry of the aforesaid period upto the date of completion or date of delivery of GIPL's remaining entitlement or any part thereof and GIPL shall pay the deposits, Pass-Through Charges, GST and other charges on similar terms as stipulated above.

GP Realtors Pvt. Ltd. 	Mewa Conbuild Pvt. Ltd. 	Proply Propbuild Pvt. Ltd. 	Consultant Realtors Pvt. Ltd. 
Five Rivers Township Pvt. Ltd. 	Five Rivers Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Iron Pvt. Ltd. 
Ireo Grace Realty Pvt. Ltd. 	GIS Infotech Pvt. Ltd. 	Sobha Limited 	



If GIPL and Developer continue with revenue share for unsold stock of the Project, in which event, the revenue share arrangement stipulated in this Agreement will continue and the obligation of the Developer to pay interest as stipulated in above clause shall also cease.

Delay due to Litigation:

If, as a result of any litigation and or injunction or stay orders granted by any court arising out of any claims against GIPL or Confirming Parties in respect of the Said Lands, in such event, the Developer shall be entitled to a corresponding extension of time of actual stoppage of work due to such litigation for the Project affected by such injunction or stay and an additional 50% of those days to restart the work. Any compensation payable to the third party Purchaser due to such delay caused due to stoppage of work on account of such litigations and or injunction or stay orders will be borne by GIPL and shall be deducted out of its share in the Shareable Revenue. The Project shall be constructed, developed, implemented, Marketed, sold, driven and executed solely by the Developer at its own cost, either through itself or through its development managers, contractors, vendors etc. It being clarified herein while the Developer shall be responsible for designing of the Project, and the Developer shall keep GIPL informed about the lay-out plan of the Project including but not limited to the club area, community area, and other facilities comprised in the Project.

- 6.5. The Developer shall appoint Contractors and/ or such other Persons at its sole discretion, without any protest, demur or objection by GIPL
- 6.6. The Developer shall be solely entitled to (a) select the construction materials, method of construction, equipment to be used for construction and other related techniques of construction, etc. including selection of Contractors and other relevant third party service providers; (b) determine the design, layout, quality, cost, aesthetics, landscaping, facilities, amenities and architecture of the Project; and (c) to do all such things as it in its sole discretion deems appropriate in relation to the Project and GIPL shall not interfere with the same.
- 6.7. The Developer shall have the sole right to decide and appoint Contractors or an architect for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities.
- 6.8. The Developer shall be entitled to construct such amenities in the Project including community centre, club and other general facilities as may be deemed appropriate by Developer in accordance with Applicable Law and terms of the Approvals, Building Plan, etc. Developer may construct such amenities by utilizing a portion of the FAR / TDR FAR as may be deemed appropriate by the Developer. The Developer shall keep GIPL informed in this regard.
- 6.9. The Parties understand that the projected saleable area of the Project is approx. 1.62 million square feet, subject to the TDR FAR of 1.25 on the Said Lands. The final calculation of the carpet area and the Total Saleable Area of the Project as per the relevant Approvals, shall be the sole prerogative of

<p>GP Realtors Pvt. Ltd.</p> 	<p>Metro 42 build Pvt. Ltd.</p> 	<p>Panoply Propbuild Pvt. Ltd.</p> 	<p>Commander Realtors Pvt. Ltd.</p> 
<p>Fiverivers Township Pvt. Ltd</p> 	<p>Fiverivers Developers Pvt. Ltd</p> 	<p>Yelo Propbuild Pvt. Ltd.</p> 	<p>Ireo Pvt. Ltd</p> 
<p>Ireo Grace Realtors Pvt. Ltd.</p> 	<p>CLS Infotech Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	



the Developer at the time of applying for the building plan approval. The Total Saleable Area calculations shall be shared by the Developer with GIPL.

- 6.10. **Reference Plan.** The Parties have mutually agreed to an indicative reference plan for the Project in respect of phasing and layout of the Project. It is clarified that the Reference Plan is only indicative in nature and does not cast any binding obligation on the Developer. Further, the said Reference Plan is subject to market conditions and can be amended jointly by the Parties.

7. PROJECT FINANCE AND MORTGAGE

- 7.1. Post the registration of this Agreement, the Developer shall be entitled to create mortgage/ charge on the Said Lands, the Developer's entitlements in the Project (except Extra Area), and the current and future constructed area on the same and/or on its Development Rights for the purposes of availing project financing for the construction and development of the Project, subject to an overall limit of INR 300 Crores ("Loan") Further, GIPL and Developer agree that the Developer shall be also entitled to discount its entitlement in the Shareable Revenues and to create a charge on such revenue share in the Project by depositing title deeds. It is being clarified that the Developer shall not create a charge on the GIPL's Revenue Share (including GIPL Area Allocation) under this Agreement. The Developer shall keep GIPL and Confirming Parties indemnified at all times from any liabilities towards the said Loan. Under no circumstances GIPL and Confirming Parties shall be expected to provide any guarantees on behalf of the Developer for the said Loan.
- 7.2. The Developer shall, at its own cost and expenses, be entitled to sign, execute, deliver, and register all the documents and do all such acts and deeds as may be required to create the said mortgage/ charge.
- 7.3. The Developer shall alone be responsible for servicing all obligations and repaying any and all amounts due or payable to the lending banks/ financial institutions/ entity under any financing and security documents entered into with such banks/ financial institutions/ entity for availing such Loan. GIPL shall not be required to create any lien/charge over GIPL's Revenue Share or the GIPL Area Allocation in favour of any lender to the Project/Developer or otherwise incur any liability in relation to repayment of any loan taken by the Developer or charge created by the Developer on the Developer's Revenue Share in the Project. Further, (a) there shall be no recourse by the Developer or the lenders against the Confirming Parties and/ or GIPL in relation to any Loan obtained by the Developer from any lender, and (b) parcels forming part of the Said Lands shall be demarcated for creation of any encumbrance and no encumbrance shall be created in any parcels set out in the title documents in excess of the parcels forming part of the Said Lands.
- 7.4. Without prejudice to the generality of the foregoing, it is clarified that GIPL has given its express approval under this Agreement and the GPA, to the Developer to sign, execute, deliver, and register all the documents and do all such acts and deeds as may be required to create the said mortgage/charge on the Said Land.

<p>GP Realtors Pvt. Ltd.,</p> 	<p>Mewa Cosbuild Pvt. Ltd.</p> 	<p>Propoly Propbuild Pvt. Ltd.</p> 	<p>Commander Realtors Pvt. Ltd.</p> 
<p>Everrise Township Pvt. Ltd.</p> 	<p>Everrise Develop Pvt. Ltd.</p> 	<p>Yule Propbuild Pvt. Ltd.</p> 	<p>Ico Pvt. Ltd.</p> 
<p>Ins Grace Realtech Pvt. Ltd.</p> 	<p>GIS Infotech Pvt. Ltd.</p> <p>Parul Sharma</p> 	<p>Sobha Limited</p> 	



- 7.5. Confirming Parties shall sign, execute, and deliver all such agreements, deeds, declarations, no objection, etc., and to do all such acts, deeds, and things as may be required by the Developer to create the said mortgage/charge (as contemplated in this clause above), forthwith on being requested by the Developer and GIPL shall ensure that requisite filings of the charge at the registrar of companies are made. The Parties agree that the Developer shall be responsible for repayment of the loan/ debt obtained by the Developer.
- 7.6. Discounting of Receivables by GIPL: GIPL and Developer agree that GIPL shall be entitled to discount GIPL's Revenue Share and to create a charge on such revenue share in the Project. It is also agreed that GIPL alone shall be responsible for servicing all obligations and repaying any and all amounts due or payable to the lending banks/ financial institutions/ entity under any financing and security documents entered into with the banks/ financial institutions/ entity. The Developer shall not be required to create any lien on the Bank Accounts of the Project, execute any documents with the charge holder/ lender of GIPL, or otherwise incur any liability in relation to repayment of any loan taken by GIPL or charge created by GIPL on the GIPL's Revenue Share in the Project. The documents executed by GIPL for creating any charge on GIPL's Revenue Share shall recognise the rights and entitlements of the Developer under this Agreement including the rights to deduct/adjust certain amounts, cost, expenses, interest, etc. from GIPL's Revenue Share as per the terms of this Agreement. GIPL shall keep the Developer and Confirming Parties indemnified at all times from any liabilities towards the said loan/ charge created by GIPL.

8. HANDOVER OF DOCUMENTS

Within 90 (ninety) days of payment of the balance amounts pursuant to Clause 12.1 (a) (*Payment of GIPL IRRSD to Companies*) below, the Parties shall mutually agree upon a trust mechanism for safe keeping of title documents that are exclusive to Said Land; and the Parties shall mutually appoint a trustee ("Trustee") for the same. The Landowners shall deposit original title documents that are exclusive to the Said Lands to the Trustee with the irrevocable and clear instructions to the Trustee that in case the Developer takes Loan, from any lender then the Trustee shall facilitate access to the original title documents to such lender for creating mortgage/charge on the Said Land for the Loan. The Confirming Parties shall ensure that the above trust mechanism is executed within the stipulated time period.

9. MARKETING, BRANDING AND SALE OF THE PROJECT

- 9.1. The Parties agree that the Developer shall have the exclusive rights of Marketing and branding Project. The entire Total Saleable Area of the Project shall be marketed and sold/transferred by the Developer. It is agreed and understood that GIPL shall not market and sell any part of the Total Saleable Area in the Project unilaterally.
- 9.2. The Project name shall be prefixed with the brand name of the Developer i.e. "Sobha". All marketing collateral shall contain name of "Sobha" accompanied by "in collaboration with GLS".

<p>GP Realtors Pvt. Ltd.</p> 	<p>News Connect Pvt. Ltd.</p> 	<p>Panoply Propbuild Pvt. Ltd.</p> 	<p>Conqueror Builders Pvt. Ltd.</p> 
<p>Fiveriver Township Pvt. Ltd.</p> 	<p>Fiveriver Developers Pvt. Ltd.</p> 	<p>Yule Propbuild Pvt. Ltd.</p> 	<p>Leo Pvt. Ltd.</p> 
<p>Iron Grace Realtech Pvt. Ltd.</p> 	<p>GLS Infotech Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	



- 9.3. The Developer shall prepare all documents and agreements that would be signed by/with the allottees of the Total Saleable Area, including but not limited to Marketing brochure/prospectus, application forms, provisional/final allotment letters, apartment/agreement for sale, conveyance/ sale deeds, maintenance agreements and others as the Developer may consider appropriate. The Developer shall be entitled to negotiate and finalize the terms of all such allotments, sales, and transfers with the end Purchasers.
- 9.4. The Parties hereto agree that only the Developer's (or its agents /partners) contact details (address, phone numbers etc.) would appear on all Marketing and selling materials.
- 9.5 All customer-related documentation with respect to the Total Saleable Area shall be prepared/ drafted by the Developer. The Developer shall be entitled to sign/execute / issue the same for itself and on behalf of GIPL. In the said customer documentation, the Developer shall be entitled to provide on behalf of GIPL all such representations and warranties to the Purchasers that have been represented by GIPLs to the Developer under this Agreement.

10. DTCP CHARGES (EDC/IDC)

The Developer shall pay full EDC/ IDC and applicable interest if any, etc. for the Project and recover amounts equivalent to GIPL's share of EDC/IDC in the Shareable Revenue from GIPL's Revenue Share. Any EDC/IDC, if already paid by GIPL (other than any penal interest already paid on EDC/IDC), shall be fully credited to the account of GIPL, and to this extent, it shall not be a Pass-Through charge. Any Pending/Overdue Interest and penal interest if any in respect of the EDC/IDC against the previous licenses/ letter of intent obtained by /or GIPL shall be payable by GIPL. It is being clarified that the penal interest on EDC/IDC shall be borne by GIPL only for the period up to the grant of License in favour of the Developer.

11. REFUNDABLE DEPOSIT

11.1. The Developer has agreed to pay an interest-free refundable deposit equivalent to INR 100 (One Hundred) Crore ("Refundable Deposit"). The said Refundable Deposit shall be released to GIPL in 4 (-Four) tranches, in the below-mentioned manner and order of payment:

- (a) The first tranche of Refundable Deposit shall be for an amount of INR 30,00,00,000/- (Rupees Thirty Crores Only) ("RSD Tranche One"), and has been paid by the Developer to GIPL vide RTGS no. RATNH24072309070 dated 12/03/2024, the receipt of which is acknowledged by the GIPL.
- (b) The Second tranche of Refundable Deposit shall be for an amount of INR 20,00,00,000/- (Rupees Twenty Crores Only) ("RSD Tranche Two"), and has been paid by the Developer to GIPL vide RTGS no. RATNN24106253152 dated 15/04/2024, the receipt of which is acknowledged by the GIPL.

<p>GP Realtors Pvt. Ltd.,</p> 	<p>Neva E. Build Pvt. Ltd.</p> 	<p>Penopol Property Build Pvt. Ltd.</p> 	<p>Communder Realtime Pvt. Ltd.</p> 
<p>Fiverover Township Pvt. Ltd</p> 	<p>Fiverover Developers Pvt. Ltd</p> 	<p>Yole Propbuild Pvt. Ltd</p> 	<p>Ireo Pvt. Ltd.</p> 
<p>Ireo Group Builders Pvt. Ltd.</p> 	<p>GIS Infracon Pvt. Ltd</p> 	<p>Sobha Limited</p> 	



- (c) The Third tranche of Refundable Deposit shall be for an amount of INR 10,00,00,000/- (Rupees Ten Crores Only) ("RSD Tranche Three"), and has been paid by the Developer to GIPL vide RTGS no. UTIBR52024062600357075 dated 26/06/2024, the receipt of which is acknowledged by the GIPL.
- (d) The Fourth tranche of Refundable Deposit shall be for an amount of INR 5,00,00,000/- (Rupees Five Crores Only) ("RSD Tranche Four"), and has been paid by the Developer to GIPL vide RTGS no. UTIBR52024070200364440 dated 02/07/2024, the receipt of which is acknowledged by the GIPL.
- (e) The Fifth tranche of Refundable Deposit shall be for an amount of INR 35,00,00,000/- (Rupees Thirty Five Crores only) ("RSD Tranche Five"). The RSD Tranche Five shall be paid to GIPL post registration/execution of this Agreement, in proportion to the TDR FAR obtained by GIPL for the Said Lands as per Clause 5.2 above and execution of supplementary agreement between the GIPL and the Developer for the said TDR FAR. In the event the Developer obtains the TDR FAR as per Clause 5.2 of this Agreement, then the Developer shall have the right to adjust the cost and expenses in relation to obtaining and loading of TDR FAR from RSD Tranche Five and recover the same from GIPL's Revenue Share.

11.2. In the event, the Said Lands or the Current Project FAR/TDR FAR is reduced under the Approvals or by Governmental Authorities, then, in addition to other rights and remedies available to the Developer under Applicable Law and this Agreement, the Refundable Deposit shall stand reduced proportionately. It is being clarified that any increase in FSI shall not result in any proportionate increase in Refundable Deposit and/or Consideration.








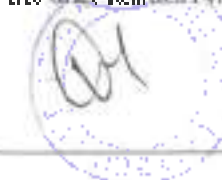


11.3. GIPL shall refund the entire Refundable Deposit to the Developer in the following manner:

Subject to Clause 5.2 of this Agreement, after recovery of GIPL's share of EDC/ IDC including interest/penal interest in full from GIPL's Revenue Share, 100% of GIPL's Revenue Share mentioned in Clause 13 below shall be adjusted against the refund of Refundable Deposit until 50% of the Refundable Deposit is recovered by the Developer. The balance 50% of the Refundable Deposit shall become due and recoverable at proportionate completion/ part completion of the Project or GIPL's Revenue Share, whichever is earlier. GIPL agrees and acknowledges that the repayment of the entire deposit is the absolute obligation of GIPL..

12. UNDERSTANDING BETWEEN GIPL AND THE CONFIRMING PARTIES

12.1. GIPL IFRSD

As security for GIPL's obligations under GIPL Collaboration Agreements, GIPL shall pay an interest-free refundable deposit ("GIPL IFRSD") to the Companies (in the proportion set out in Clause 24.1 of the GIPL Collaboration Agreement). In order to avoid any conflicts between this Agreement and GIPL Collaboration Agreements, the Confirming Parties and GIPL are setting out a summary of all GIPL IFRSD (on a consolidated basis) that the total GIPL IFRSD payable is INR 2,19,15,50,000/- (Two Hundred Nineteen Crores fifteen lacs fifty thousand only). Out of which INR 1,78,61,00,000/- (Rupees One hundred seventy eight crore sixty one lacs only) has been paid and an amount of INR 40,54,50,000/- (Rupees forty crores fifty four lacs fifty thousand only) remains

 <p>GP Hindon Pvt. Ltd.</p>	 <p>News Conbuild Pvt. Ltd.</p>	 <p>Pamply Propbuild Pvt. Ltd.</p>	 <p>Gowandur Realtors Pvt. Ltd.</p>
 <p>Investors Township Pvt. Ltd.</p>	 <p>Evergreen Developers Pvt. Ltd.</p>	 <p>Yash Propbuild Pvt. Ltd.</p>	 <p>IREDA Pvt. Ltd.</p>
 <p>Grey Green Benluch Pvt. Ltd.</p>	 <p>GLE Infotech Pvt. Ltd.</p>	 <p>Sobha Limited</p>	



payable to the Companies towards the GIPL IFRSD in the proportion set out in Clause 24.1 and 26.1 of the GIPL Collaboration Agreement and same is reproduced herein below:

- (a) Prior to the execution of this Agreement, GIPL has paid an GIPL IFRSD equivalent of INR 20,00,00,000 (Rupees Twenty Crore only).
- (b) GIPL shall deposit an GIPL IFRSD equivalent to INR 20,54,50,000/- (Rupees twenty crore fifty four lacs fifty thousand only) at such time as maybe mutually agreed between GIPL and Companies as per the GIPL Collaboration Agreements.

It is made clear the Developer shall have no obligation or liability in any manner to pay any amount forming part of the GIPL IFRSD to the Companies.

12.2 Company's Revenue Share

12.3. The GIPL and Confirming Parties hereby agree that the revenue share of the Companies shall be equivalent to 16.5% (sixteen point five per cent) of the residential component from the GIPL Revenue Share, free of any cost and expense by the Companies ("Companies' Revenue Share").]

12.4. Provided all taxes, duties and levies, including GST, payable on the amount of revenue payable to/receivable by the Companies shall be solely and exclusively borne and paid by GIPL. For the purposes of this Clause 12, revenue shall include all amounts received by GIPL on the sale of any unit/plot/area/floor comprised in the Project, less GST. However, any GST payable on the grant of development rights under GIPL Collaboration Agreements shall be borne by GIPL. The Confirming Parties shall not be required to pay any taxes including any GST with respect to the transaction contemplated under this Agreement and/ or the GIPL Collaboration Agreements

12.5. The Parties hereby agree that as and when any amount is received by GIPL pursuant to Clause 13 below (Consideration) it shall handover outstanding revenue share due to the Companies as per Clause 12.2 and Clause 12.3 above, and thereafter, balance if any, shall be retained by GIPL. GIPL shall maintain and provide from time to time, a monthly/quarterly/yearly MIS for settlement of accounts towards the Companies and share the same with the Companies promptly upon completion of such MIS. GIPL hereby unconditionally agrees and acknowledges that the payment of entire consideration payable to the Confirming Parties under the GIPL Collaboration Agreements, irrespective of the time or incidence of payment of consideration, shall be the responsibility of GIPL even if the incidence of such payment to the Confirming Parties has arisen before payment of any consideration to GIPL under this Agreement. Provided further, GIPL shall ensure that the revenue share payable to the Companies, under the GIPL Collaboration Agreements and this Clause 12 is paid out consideration received by it under the Agreement.

12.6. The Companies and GIPL agree that the Company's Revenue Share as per this Clause 12 (except the Extra Area), shall be first used/utilized for refund of the GIPL IFRSD amount and only thereafter, the

GP Builders Pvt. Ltd., 	Mewa Conbuild Pvt. Ltd. 	Paaply Propbuild Pvt. Ltd. 	Chandradev Builders Pvt. Ltd. 
Elmhaven Township Pvt. Ltd. 	Hiveriver Developers Pvt. Ltd 	Yule Propbuild Pvt. Ltd 	Ireo Pvt. Ltd. 
Ireo Grace Realtech Pvt. Ltd. 	GIS Infrastruc Pvt. Ltd. 		Sobha Limited 



Companies shall be entitled to retain the balance amount and suitable banking escrow arrangements shall be made between GIPL and the Companies for refund of GIPL IFRSD. Subject to the provisions of the preceding sentence, the amount of GIPL IFRSD shall be refunded after 5 (five) years from the sale of all units in the Project. GIPL and the Companies shall implement a suitable banking/escrow arrangement to facilitate refund of GIPL IFRSD. The Parties acknowledge that all amounts payable by GIPL to the Companies shall be subject to TDS, as required under Applicable Laws.

12.7. The delivery of the Extra Area is not connected with the GIPL IFRSD amount and any failure and/ or delay to refund the GIPL IFRSD amount by the Companies shall under no circumstances whatsoever result in any set off from the Extra Area and/ or revenue thereof.

13. CONSIDERATION

13.1. It has been agreed between the GIPL and Developer that the Developer shall pay the amounts and allocate the areas as specified below ("Consideration"), as consideration towards the grant of Development Rights under this Agreement:

13.2. Share in Shareable Revenues

It is agreed by the GIPL and Developer that GIPL and Developer shall divide the Shareable Revenue of the Project as per the below-mentioned ratio:

(i) Shareable Revenue from Saleable Built-up Area:

- (a) 45% (forty-five percent) of the Shareable Revenue from the Saleable Built-up Area in the Project shall be the entitlement of GIPL ("GIPL Revenue Share"); and
- (b) 55% (fifty-five percent) of the Shareable Revenue from the Saleable Built-up Area in the Project shall be the entitlement of the Developer.

(ii) Shareable Revenue from Green FAR Saleable Built-up Area:

In the event, the Parties obtain Green Building FAR as per Clause 5.7 of this Agreement, then GIPL and Developer shall divide the Shareable Revenue in the Green FAR Saleable Built-up Area as per the below-mentioned ratio:

- (a) 36% (thirty-six percent) of the Shareable Revenue from the Green FAR Saleable Built-up Area in the Project shall be the entitlement of GIPL; and
- (b) 64% (sixty-four percent) of the Shareable Revenue from Green FAR Saleable Built-up Area in the Project shall be the entitlement of the Developer.

13.3 It is agreed between GIPL and Developer that the Pass-Through Charges shall not form part of the

<p>CP Realtors Pvt. Ltd.,</p> 	<p>Mewa Conbuild Pvt. Ltd.</p> 	<p>Panoply Propbuild Pvt. Ltd.</p> 	<p>Commander Realtors Pvt. Ltd.</p> 
<p>Purevasta Township Pvt. Ltd.</p> 	<p>Pivertvas Developers Pvt. Ltd</p> 	<p>Yule Propbuild Pvt. Ltd.</p> 	<p>Urco Pvt. Ltd.</p> 
<p>Ireo Grace Realtech Pvt. Ltd.</p> 	<p>GIS Infotech Pvt. Ltd.</p> <p><i>Pankaj Sharma</i></p> 	<p>Sobha Limited</p> 	



Shareable Revenue. The entitlement of GIPL in the Shareable Revenue is herein collectively referred to as “GIPL’s Revenue Share”. The entitlement of the Developer in the Shareable Revenue is hereinafter collectively referred to as “Developer Revenue Share”.

13.4. Subject to Clause 5.2 of this Agreement, the Developer shall allocate not less than 2 Lakhs sq. ft of the Saleable Built-up Area in the Project (along with corresponding proportionate parking spaces and common area facilities/infrastructure) to GIPL (“GIPL Area Allocation”). The said GIPL Area Allocation shall be considered part of GIPL’s Revenue Share and shall be proportionately earmarked in each phase of the Project for GIPL’s Revenue Share in such phase, at the time of submitting building plan drawings for building plan approvals for such phase. GIPL and Developer agree and acknowledge that GIPL’s Revenue Share in the Project shall decrease in proportion to the allocation of GIPL Area Allocation in the Project.

13.5. In addition to GIPL Area Allocation, GIPL shall be entitled to retain the full commercial component comprised in the Project and for the same, the Developer shall be allocated for its 55% share in the commercial component of the Project additional residential which shall be 1.75x (i.e. 1.75 times) of the commercial area foregone by the Developer in favour of GIPL, in the manner provided for in terms of the following illustration:

Illustration:

Total Area of the Project – 1,00,000 Sq. feet.

Residential Area in the Project – 75,000 Sq. feet.

Commercial Area in the Project – 25,000 sq. feet.

Developer’s Share in the Commercial Area – 55% i.e. 13,750 sq. feet

GIPL’s Share in the Commercial Area – 45% i.e., 11,250 sq. feet.

Given that the Developer is foregoing 13,750 sq. feet of commercial area in favor of GIPL, it will, out of the GIPL’s residential component allotment be allotted 1.75x of 13,750 sq. feet – 24,062 sq. feet of apartment units.

13.6. It is agreed between GIPL and Developer that the commercial structure shall be multi-storied i.e. G+1 or G+2, as may be mutually agreed between the Parties.

13.7. GIPL agrees to pay all Pass-Through Charges and sales and marketing costs 4 % plus GST on the aforesaid area allocated to GIPL. It is clarified that any GST applicable on the Developer in respect of the said area/ units on construction service and development rights, shall also be borne by GIPL.

13.8. Any sale of the GIPL Area Allocation shall be undertaken only through the Developer. The Developer

 <p>G.P. Realtors Pvt. Ltd.</p>	 <p>Mews Conbuild Pvt. Ltd.</p>	 <p>Family Propbuild Pvt. Ltd.</p>	 <p>Commercial Realtors Pvt. Ltd.</p>
 <p>Fiverivers Township Pvt. Ltd.</p>	 <p>Fiverivers Developers Pvt. Ltd.</p>	 <p>Yulu Propbuild Pvt. Ltd.</p>	 <p>Iru. Pvt. Ltd.</p>
 <p>Ireo Grace Realttech Private Limited</p>	 <p>GLS Infracon Pvt. Ltd.</p>	 <p>Sobha Limited</p>	



shall ensure that any sale/ transfer of GIPL Area Allocation to third parties shall be at such price and conditions, that are not lesser / inferior to the price/ conditions at which the Developer is selling / allotting other units in the Project. GIPL agrees and acknowledges that any such sale of GIPL Area Allocation shall be in accordance with RERA and there being no monetary impact or obligation on the Developer including to advance or fund any monies for compliance of RERA towards collections made from GIPL Area Allocation and/or payment of GIPL's Revenue Shares from the sale of GIPL Area Allocation.

- 13.9. After Completion of the Project, GIPL shall be entitled to sell/ transfer or create third party rights over the GIPL Area Allocation in accordance with RERA and there being no monetary impact or obligation on the Developer including to advance or fund any monies for compliance of RERA towards collections made from GIPL Area Allocation.
- 13.10. The Developer shall be entitled to deduct withholding taxes, if and as applicable while making payments towards GIPL's Revenue Share. GIPL shall be solely responsible for all direct and indirect taxes (including GST) of any nature on GIPL's Revenue Share and on the area allocated to GIPL such as construction service and development rights, and for bearing all liabilities for income tax, as may be applicable and levied in relation to GIPL's Revenue Share.
- 13.11. GIPL and Developer shall be responsible and liable to pay all direct & indirect taxes/ statutory liabilities with respect to their respective revenue share and area share. GIPL shall bear applicable GST, if any, on the area retained by GIPL. Any GST on the unsold inventory payable on unsold inventory at the time of occupation certificate for the Project or phase thereof, as the case may be, shall be borne by the GIPL and Developer in the ratio of their respective shares in the Shareable Revenues.
- 13.12. **Distribution Mechanism:** Subject to Clause 5.2 and 11.3 of this Agreement, the distribution of the Shareable Revenue from Saleable Built-up Area shall be subject to rules/ regulations provided by HRERA and the Applicable Laws, and shall be in the manner set out below:
- Amounts received from the Purchasers under the customer agreements/ documents towards any of the payment instalments shall be deposited in the RERA project account and would be allocated as under after deduction of Pass Through Charges;
 - Initial 30% (in terms of the provision of RERA) shall be distributed towards the GIPL's Revenue Share and Developer's Revenue Share, as set below:
 - 2/3rd out of the said 30% towards the GIPL's Revenue Share; and
 - 1/3rd out of the said 30% towards the Developer's Revenue Share;
 - The remaining amount of 70% (in terms of the provision of RERA) shall be distributed on certification being submitted in terms with the provision of RERA towards the GIPL's Revenue Share and Developer's Revenue Share, as set out below:

 GP Realtech Pvt. Ltd.	 Mews Conbuild Pvt. Ltd.	 Puroply Propbuild Pvt. Ltd.	 Commander Realtors Pvt. Ltd.
 Five Rivers Township Pvt. Ltd.	 Pivacious Developments Pvt. Ltd.	 Yash Propbuild Pvt. Ltd.	 Ireo Pvt. Ltd.
 Ireo Grace Realtech Private Limited	 GLS Infracon Pvt. Ltd.	 Sobha Limited	



- (A) 35.7% out of the said 70% towards the GIPL's Revenue Share;
- (B) 64.3% out of the said 70% towards the Developer's Revenue Share.

GIPL and Developer agree that the above distribution mechanism under Clause 13.12(b) and (c) above has been agreed basis the entitlements of the GIPL and Developer in the Shareable Revenue as per Clause 13.3 above, shall stand adjusted in proportion to the green FAR as per Clause 13.2 (i) and allocation of area to GIPL as per Clause 13.4 and 13.5 above

- (d) GIPL and Developer agree that the distribution of the Shareable Revenue as per above clauses 13.12(b) and 13.12(c) shall be done by exhausting the Green FAR Saleable Built-up Area and after that the normal Saleable Built Area.
- (e) The payment of Shareable Revenue shall be subject to adjustment of the RSID as per Clause 11.3 of this Agreement.
- (f) Subject to Force Majeure, Development Risk and Clause 5.2 and 11.3 of this Agreement, GIPL's Revenue Share in the Project shall be paid by the Developer on or before 15th day of every succeeding month on monthly basis and GIPL/Developer accounts shall be reconciled once every quarter. If the Developer fails to make the payment as per the agreed terms hereinabove on or before 15th day of every succeeding month on a monthly basis and a grace period of 30 days thereafter, then the Developer shall be liable to pay an interest as per the delay interest prescribed by RERA on the amount of GIPL's Revenue Share till the realization of such amount. The amounts payable may be set off against any payment required to be paid by GIPL under this Agreement post intimation to GIPL.
- (g) GIPL agrees to pay all Pass-Through Charges including GST, Service Charges on the area allocated to GIPL, before creation of any third party rights or taking possession of the area retained by them.
- 13.13. GIPL hereby unconditionally agree and acknowledge that the payment of entire consideration payable to the Confirming Parties under the GIPL Agreements, irrespective of the time or incidence of payment of consideration, shall be the sole responsibility of GIPL even if the incidence of such payment to the Landowners and/or the Companies has arisen before payment of any consideration to GIPL under this Agreement. The Developer shall not be required to or otherwise be liable for payment of any consideration to the Landowners and/ or Companies, and GIPL shall ensure that the consideration payable to the Landowners and/ or the Companies under the GIPL Collaboration Agreements is paid out of its own consideration under this Agreement.

14. COLLECTIONS AND BANK ACCOUNTS

The Developer shall open and solely operate such bank accounts with any scheduled commercial bank

CP Realtors Pvt. Ltd. 	Brews Conbuild Pvt. Ltd. 	Panuply Propbuild Pvt. Ltd. 	Communkr Health Pvt. Ltd. 
Fiveroveri Township Pvt. Ltd. 	Fiveroveri Developers Pvt. Ltd. 	Yash Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtech Pvt. Ltd. 	CLS Infotech Pvt. Ltd. 	Sobha Limited 	



that the Developer may identify at its sole discretion, in accordance with the Applicable Laws. The Developer shall solely control these bank accounts and the representatives of the Developer shall be the sole signatories relating to such bank accounts with sole powers to deal with them and to provide instruction to the bank in relation to such bank accounts. Provided that GIPL shall be provided the viewing rights to the bank accounts opened and operated by the Developer.

15. Allocation of Extra Area to the Companies

15.1. It is expressly agreed amongst the Parties that GIPL and the Developer shall ensure that GIPL shall, demarcate, reserve and allocate the fixed saleable area of 35,000 sq. ft. of the residential component out of GIPL Area Allocation (along with corresponding proportionate parking spaces and common area facilities/infrastructure) allocated to GIPL by Developer and that is determined under this Agreement to the Companies free of any Encumbrance ("Extra Area"), on or before Project is registered under Real Estate (Regulation and Development) Act, 2016 and rules made thereunder, as amended from time to time ("RERA") and in any event before Developer makes any allotment or sale of any area comprised in such Project over the Said Lands, and the Companies shall be absolutely entitled to the Extra Area from GIPL, free of any cost. The Extra Area shall be calculated on the same basis as the saleable area is calculated by the Developer for the other apartment. The Extra Area shall comprise of units in proportion to size, location, floor rise, along with corresponding proportionate car parking space and common area facilities/infrastructure, etc. to the other units in such Project over the Said Lands and the allottees thereof shall be entitled to use of club and other amenities and facilities as allottees of other units comprised in such Project are entitled to with such charges/ fees as applicable to allottees of other units in GIPL Allocation Area. The units comprised in the Extra Area shall be allotted to the Companies only after RERA registration for [respective phase/s of the Project is obtained by the Developer in which such units are situated]. After RERA registration of the phase/s of the Project the Companies shall be entitled to sell such units on the Extra Area, which belongs to such registered phase of the Project, at their discretion, without payment of any charges or undertaking any obligations towards the Developer and/ or GIPL. The GST and any other charges on allotment of such Extra Area shall be on account of GIPL. The Confirming Parties and GIPL shall not sell their share of area including Extra Area on price lower than the last sale price at which the Developer has sold similar area or on terms and conditions which are not in compliance with the provisions of RERA and other Applicable Laws. Further, the units forming part of the Extra Area and their respective location, floor specifications etc. shall be similar to the units allotted/transferred to GIPL in this Agreement. The Developer hereby agrees and acknowledges that it shall not be entitled to create any Encumbrance over the Extra Area, pursuant to exercise of its Development Rights and/ or clause 7 (Project Finance and Mortgage) of this Agreement. Further, the Developer shall allocate the Extra Area to the Companies in the event there is any delay or failure by GIPL to allot the same to the Companies.

15.2. In the event the Developer does not complete the development of GIPL's Area Allocation and Project within the timelines set out under clause 6.3 of this Agreement, then the Developer shall pay GIPL Revenue Share and allot GIPL Area Allocation in accordance with clause 6.3 and clause 6.4 of this

 GP Realtors Pvt. Ltd.	 Mawr Conbuild Pvt. Ltd.	 Penoply Propbuild Pvt. Ltd.	 Commander Realtors Pvt. Ltd.
 Finrivera Township Pvt. Ltd.	 Pevanora Development Pvt. Ltd.	 Yale Propbuild Pvt. Ltd.	 Jash Pvt. Ltd.
 True Grace Realtors Pvt. Ltd.	 GLS Infracon Pvt. Ltd.	 Sobha Limited	



Agreement, out of which GIPL shall in priority pay Companies Revenue Share as per Clause 11 and allot Extra Area to the Companies (as the case maybe). GIPL shall not be entitled to use any portion of GIPL's Area Allocation without allotting Extra Area to the Companies.

- 15.3. If for any reason GIPL has not taken/ received GIPL Area Allocation, the Developer shall be directly responsible to Confirming Parties for allotment/ grant/ delivery of Extra Area to Companies and all obligations of GIPL in this regard shall be deemed incorporated herein by reference and shall apply *mutatis mutandis* to the Developer.
- 15.4 GIPL agrees that any reduction of GIPL Revenue Share and/ or GIPL Area Allocation under this Agreement, shall not adversely impact and/ or reduce Companies Revenue Share under Clause 13 and/ or allotment of Extra Area to the Companies.
- 15.5. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that, GIPL and/ or Developer shall not be entitled to sell/ transfer or create third party rights or Encumbrance or any other charge over the Extra Area allotted to the Companies.

16. COVENANTS AND OBLIGATIONS

16.1 Covenants and obligations of GIPL: In addition to the covenants and obligations set forth in other parts of this Agreement, GIPL hereby further undertakes and covenants to comply with the below mentioned obligations, at its own costs and expense:

- (a) GIPL shall get the Agreement and GPA registered with the relevant Sub-Registrar of Assurances and handover originals of the same to the Developer. GIPL would provide the Developer all relevant authorization including power of attorney which may be necessary for them to discharge their obligations of construction and development, sales, and marketing, and collecting money from prospective customers of the Project.
- (b) GIPL shall ensure that the vacant and peaceful possession of Said Lands is handed over to the Developer on the Execution Date.
- (c) GIPL shall ensure that there exists no Development Risk till such time the completion certificate is obtained for the entire Project and shall keep the Project and the Said Lands free from all Encumbrances (other than any Encumbrance created by the Developer on its portion in the manner herein provided specifically).
- (d) The Developer shall have all the rights to its name recorded/mutated in the revenue records and all other records maintained by the Governmental Authorities as development rights holder and possession holder of the Said Lands and Project in accordance with the terms hereof. GIPL shall provide all assistance and execute all such documents that may be required by the Developer *inter-alia* for recording/ mutation of the Developer's name in the

CP Realtors Pvt. Ltd., 	Moon Global Pvt. Ltd. 	Panoply Propbuild Pvt. Ltd. 	Commander Realties Pvt. Ltd. 
Fiverivers Township Pvt. Ltd. 	Fiverivers Developer Pvt. Ltd. 	Vale Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtech Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 		Sobha Limited 



government records and any other records as may be required by Developer.

- (e) GIPL shall comply with all the obligations towards obtaining the Approvals within the stipulated period as set forth in Clause 5.2 of this Agreement. GIPL shall handover all the Approvals obtained so far in respect of the Project and/or the Said Lands simultaneously with the execution of this Agreement and/or as and when obtained by GIPL.
- (f) GIPL shall be liable for payment of all the charges payable to DTCP towards FDC/IDC as per Clause 10 of this Agreement.
- (g) GIPL shall be liable for all charges/ taxes/ levies payable to any authority in relation to Said Lands attributable to the period prior to the Execution Date.
- (h) GIPL shall be liable for all charges/ taxes/ levies payable to any authority in relation to the Project and the Said Lands attributable to the period up to the Execution Date and agree to pay any arrears of charges/ fee/ taxes and levies (including any penalties) relating to the Project and the Said Lands which may be levied with retrospective effect for the period prior to the Execution Date.
- (i) GIPL shall not, at any time on or after the Execution Date and during the subsistence of the Agreement, enter into any agreement, commitment, arrangement or understanding with any Person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such Person any Encumbrance in or over or in relation to the Development Rights, the Project or the Said Land.
- (j) GIPL shall ensure that during the subsistence of this Agreement, no Person, acting under or through it or on its instructions, does any act of commission or omission that: (I) interferes with or causes any obstruction or hindrance in the exercise of the Development Rights by the Developer; or (II) whereby the grant of the Development Rights or the rights of the Developer in respect of the Said Lands is prejudicially affected.
- (k) GIPL shall always act in the best interest of the Developer and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.
- (l) GIPL shall ensure that all the representations and warranties contained in this Agreement are true, correct and accurate as on the Execution Date. GIPL shall ensure that all the representations and warranties contained in this Agreement continue to be true, correct and accurate till the time the Occupation Certificate and/or Completion Certificate (whichever is earlier) for the Project is obtained, other than due to a consequence of this Agreement.
- (m) GIPL shall, at its own cost and expense, contest and settle all Litigations instituted prior to the

GP Builders Pvt. Ltd., 	Mera Conbuild Pvt. Ltd., 	Panophy Propbuild Pvt. Ltd., 	Commander Builders Pvt. Ltd. 
Fiveriver Township Pvt. Ltd., 	Fiveriver Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd., 	Ireo Pvt. Ltd., 
Ireo Grace Freshsch Pvt. Ltd., 	GLS Infrastruc Pvt. Ltd., 	Sobha Limited 	

Execution Date with respect to the Project, arising on account of any of GIPL's representation and warranties being inaccurate and untrue, in a manner that the Development Rights of the Developer are not adversely impeded or restricted. The aforesaid obligation of GIPL shall continue to survive in favour of the Purchasers of the units in the Project and shall not expire upon consummation of the transaction contemplated under and in terms of this Agreement.

- (n) GIPL shall extend all cooperation and do all such acts and deeds that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to the Developer, as may be reasonably required by the Developer from time to time, for the purpose of carrying out the transactions contemplated hereby. GIPL further agrees to execute, as may be required by the Developer, from time to time, all applications, affidavits, plans or other documents and furnish all relevant information in respect of the Said Lands, Project as the Developer may request from time to time.
- (o) GIPL shall comply with all the terms, conditions and its obligations contained in the Agreement in a time bound manner without any delay or demur. GIPL shall at its own costs and expenses ensure that the Confirming Parties: (a) comply with and perform all their obligations, covenants and commitments under the GIPL Collaboration Agreements, and (b) render complete support for the Project, as may be required from time to time, (c) completely and fully honour and acknowledge the rights and entitlements vested with the Developer under this Agreement. All costs and expenses to ensure the same shall be solely borne by GIPL.
- (p) GIPL shall furnish to the Developer, with all necessary and relevant information, Approvals and data in possession of GIPL or which may readily be obtained by GIPL but not by the Developer, and which is reasonably required by the Developer during the course of development of the Project.
- (q) GIPL shall have the revenue rasta in the project land relocated within a period of 90 days from the date of execution of this Agreement.
- (r) GIPL shall ensure that the Said Lands shall not form part of any right of way, passage, access road, etc. and no Person shall have any easement right over the Said Land.
- (s) GIPL shall not unreasonably delay any decision required to be taken by GIPL under this Agreement in relation to the Project or Said Land.
- (t) GIPL shall forthwith provide the Developer, the notice of any Litigation or investigation in connection with or having an impact on the Said Lands and/or the Project, of which GIPL becomes aware. In the event, GIPL receives any communication, notice in relation to or threatening to commence/initiate any insolvency proceeding against GIPL, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and/ or any third party, that may directly or indirectly be related to or have an impact on the Said Lands

<p>GP Realtors Pvt. Ltd.,</p> 	<p>Mewa Conbuild Pvt. Ltd.</p> 	<p>Pasoply Propbuild Pvt. Ltd.</p> 	<p>Commander Realtors Pvt. Ltd.</p> 
<p>Evergreen Township Pvt. Ltd.</p> 	<p>Evergreen Developer Pvt. Ltd.</p> 	<p>Yash Propbuild Pvt. Ltd.</p> 	<p>Treo Pvt. Ltd.</p> 
<p>Treo Green Realtech Pvt. Ltd.</p> 	<p>CL Infracon Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	



or the Project, it shall within 3 (three) working day of receipt of the said communication, correspondence, notice, demand, share it with the Developer.

- (u) All previous and existing liabilities (including towards the government, tax authorities, parties claiming any interest in the Said Land/ development etc.) prior to the Execution Date, relating to the Said Lands and the Project shall be borne by GIPL including but not limited to any Litigations that arise due to any acts or omissions of GIPL, and GIPL represents that no liabilities are existing in relation to the aforementioned stakeholders as of the Execution Date.
- (v) Upon the transfer of all flats/ units in the Project and upon formation of the Common Organisation comprising of the Purchasers of the Project, GIPL shall do all such acts, deeds and things as may be required by the Developer for the purposes of handover of the entire charge of the Project with respect to the maintenance of the Project including conveying/transferring the underlying Said Lands, and if so required under the Applicable Laws, and Landowners and GIPL hereby give their consent for handing over the originals of all title documents, Approvals and any other relevant document that are required by for Developer to procure necessary Approvals to undertake its obligations under this Agreement.
- (w) GIPL shall ensure that the title and/or the ownership in the Said Lands and rights and/or interest in the Said Lands is not transferred to any other third party. GIPL shall not create any charge/ lien on the Said Lands and or its entitlements under this Agreement in favour of any third party (other than as provided in Clause 7.6) or enter into any negotiation or discussion with any Person for transfer of their rights and/or interest in the Said Lands or creation of any lien thereon.
- (x) There is no notice of default or breach of any law, rules, regulations, permissions, sanctions, notifications, etc. in respect of the Said Land.
- (y) That as per the master plan for Gurgaon-Manesar Urban Complex 2031 AD and as on the date of this Agreement, the Said Lands or any portion thereof does not fall within the "No Construction Zone" as specified by the order of the concerned Deputy Collector/Commissioner in respect of the area, which falls within the jurisdiction of the Ministry of Defence of Government of India and/or within the prohibited periphery of the Defence establishments as falling in the vicinity of the Said Land.
- (z) GIPL shall, for all times to come, continue to be responsible and accountable for all the litigations, past, present and future, related to the ownership and title of the Said Lands and/or rights of GIPL therein, which may arise on account of any defect in the rights and/or interest of GIPL and shall keep the Developer and/or their nominees indemnified against all losses, damages, costs and expenses incurred and/or suffered by the Developer and/or their nominees on the said account and that GIPL shall not act in any manner that may either prejudicially affect the rights, title and interests of the Developer and/or its nominees with respect to the

GP Realtors Pvt. Ltd., 	Mewa Conbuild Pvt. Ltd. 	Pinnoply Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Piversara Township Pvt. Ltd. 	Fiveriver Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtors Pvt. Ltd. 	GLS InfraTech Pvt. Ltd. 	Sobha Limited 	



Said Land.

- (aa) At all times during the period of development, construction and Completion of the Project, GIPL shall not do or cause any act, deed or thing or omit to do or cause the same which may affect the contiguous form of the Said Lands and in case of any third party claims to the title of the Said Lands or any part thereof which is likely to affect the contiguity of the Said Lands or any part thereof. GIPL shall, at their own cost and expenses, ensure that the Said Lands remains in contiguous form provided that GIPL shall however, not be responsible if the contiguity of the Said Lands or any part thereof is disrupted by any action of the Developer.

16.2 Breach of obligations and covenants of GIPL and Developer's Step-In Rights

- (a) GIPL hereby unconditionally and irrevocably agrees and acknowledges that, GIPL shall assume unconditionally and without any limitation, all Claims arising out of (including any claims by Purchasers in the Project), in relation to or emanating from the breach of its covenants and obligations under this Agreement including as set forth in Clause 16.1 above.
- (b) GIPL agrees and covenants that, in case of occurrence of breach of any of the covenants and obligations of GIPL ("Risk Event"), GIPL shall ensure that the same is rectified within a period of 60 (sixty) days from the date of occurrence of such Risk Event ("Cure Period"), to the satisfaction of the Developer. Any cost and expense required to be incurred, to cure/mitigate/rectify the Risk Event, shall be borne by GIPL.
- (c) In case GIPL is unable to cure/ mitigate/ rectify Risk Event within the Cure Period, then notwithstanding anything else stated herein, the Developer, at its sole option and discretion, shall be entitled to step-in and undertake all such acts, deeds, and things in order to cure/mitigate/ rectify the said Risk Event to its satisfaction, at the cost and expense of GIPL. Further in such an event, if GIPL fails to bear the said costs, expenses and liabilities, then the Developer shall the right (but not an obligation) to bear the said costs (including consultant's fee) and claim reimbursement of the same along with applicable taxes from GIPL by issuance of a written notice ("Risk Demand Notice") along with relevant documents evidencing such payments.
- (d) GIPL shall make payment of the amounts set forth under the Risk Demand Notice before the expiry of 15 (fifteen) days from the date of Risk Demand Notice. In case of default in payments of the said amounts, GIPL shall be liable to an interest at 18 % (eighteen percent) per annum on the defaulted amount for the entire period of delay, as delay penalty. Further, the Developer shall be entitled to adjust the said amounts including applicable taxes from any amounts payable to GIPL under this Agreement including the GIPL's Revenue Share and/or the Refundable Deposit.

<p>GP Realtors Pvt. Ltd.,</p> 	<p>Mewa Durbuid Pvt. Ltd.</p> 	<p>Paseply Propbuil Pvt. Ltd.</p> 	<p>Channaniker Realtors Pvt. Ltd.</p> 
<p>Rivacover Township Pvt. Ltd.</p> 	<p>Fivacover Developers Pvt. Ltd</p> 	<p>Yule Propbuil Pvt. Ltd</p> 	<p>Isro Pvt. Ltd.</p> 
<p>Iron Gate Real Estate Pvt. Ltd.</p> 	<p>GIS Infotech Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	



16.3 Covenants and obligations of the Developer.

The Developer shall, subject to there being no Development Risk or breach of any covenants, representations and warranties by GIPL, undertake and covenant to comply with the below mentioned obligations at its own costs and expenses:

- (a) Developer shall bear the entire cost of construction and development of the Project and complete the construction of the Project within the timelines agreed under Clause 6.3 of this Agreement. It is clarified that the period stipulated for construction is subject to Force Majeure events and upon such an occurrence, the Developer shall be obliged to undertake all steps which may be possible to reverse and/or mitigate the consequences thereof.
- (b) The Developer shall also bear all fees, deposits, funds or monies necessary to be paid and/or deposited under any enactment and/or rule applicable to any aspect of constructing, designing, implementing, establishing and finishing the Project on the Said Lands, including for all Approvals with respect to the Project.
- (c) Developer shall undertake the registration of the Project with HRERA as a Promoter subject to the Applicable Laws.
- (d) Developer shall carry out construction on the Project in accordance with all Applicable Laws and in the terms of HRERA and the Approvals.
- (e) Developer shall be solely responsible for and liable to deal with and defend any penalty, implication, or consequence caused due to non-compliance with the provisions of RERA as well as any and all Claims made by any Purchaser under RERA without any recourse to GIPL, other than same being attributable to Development Risk.
- (f) Developer shall obtain the Building Plan Approval and launch the first phase of the Project on or before the time period agreed under Clause 6.3. The Developer shall complete the construction and development of the Project within the timelines provided herein;
- (g) Developer shall at its own cost and expense, contest and/or settle all proceedings with respect to the any Approvals required to be obtained and maintained by the Developer, as well with respect to any of the Purchasers (other than for a Development Risk), in a manner that the development, construction, marketing and sale of the Said Project is not stayed by way of a stay order from any Governmental Authority throughout the term of this Agreement;
- (h) Developer shall carry out construction on the Project in accordance with the terms of the relevant Approvals;
- (i) Ensure that the agreement executed with the Contractor provides for the compliance with the

CP Realcon Pvt. Ltd., 	Mews Conbuild Pvt. Ltd. 	Penople Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Fiverivers Township Pvt. Ltd. 	Fiverivers Developer Pvt. Ltd 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd 
Ireo Grace Realtors Pvt. Ltd. 	CLS Infotech Pvt. Ltd. 	Sobha Limited 	



Approvals including all labour related laws and statutory obligations concerning workmen engaged by it in relation to the Project (including dues towards PF, ESI etc.);

- (j) Developer shall ensure that the Shareable Revenue is collected and shared in accordance with the mechanism provided under Clause 13 hereinabove;
- (k) The Developer shall be liable to make all payments to such contractors and pay all taxes with respect thereto in respect of the Project, as applicable from the Execution Date hereof;
- (l) If so required, at its cost, Developer shall at its own cost apply in its name, for temporary connections of water, electricity, drainage and sewerage for the purpose of the Project;
- (m) at its own cost and expense, contest and/or settle all Litigations (other than due to any act or omission of the GIPL/Confirming Parties) with respect to the Purchasers or other part of the Total Saleable Area of the Project, including specifically Litigations under IIRERA;
- (n) adhere to any representations and/or warranties made to the Purchasers of any Unit or other part of the Total Saleable Area of the Project, or to any Contractor or third party generally, in relation to the construction and development Project, other than any breach attributable to the Development Risk;
- (o) Developer shall adhere to all Applicable Laws with respect to the exercise of the Development Rights, including specifically, compliance with all DTCP license conditions and IIRERA prescribed project completion standards and timelines;
- (p) Developer shall provide to GIPL: (I) viewing rights of the collection escrow account, project account and other accounts; and (II) quarterly MIS of the Project and such other information as may be requested by GIPL from time to time;
- (q) Developer shall ensure that the contract/ agreement executed by the Developer with the Contractor(s) appointed by the Developer for the construction of the Project, shall provide for the Contractor to ensure compliance with the Approvals / Contractor Approvals, applicable labour laws and safety regulations;
- (r) Developer shall ensure the timely payments of cost and fees for obtainment of Approvals, as set forth in this Agreement;
- (s) Developer shall ensure compliance with the government policy/notification as applicable from time to time in respect of construction and delivery of EWS Units, as per the Approvals;
- (t) Developer shall be responsible for all its corporate compliances.

GP Realtors Pvt. Ltd. 	Mewo Conbuild Pvt. Ltd. 	Premcity Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Everevore Jointstap Pvt. Ltd. 	Everevore Developer Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Yuse Pvt. Ltd. 
Ireo Grant Realtech Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 	Sobha Limited 	



- (u) Upon the execution of this Agreement and taking over the possession of the Said Lands, the Developer shall assume full responsibility for the security of the Said Land.
- (v) The Developer agrees that GIPL shall be entitled to visit the Said Lands and the Project with reasonable notice and prior permission from the Developer.









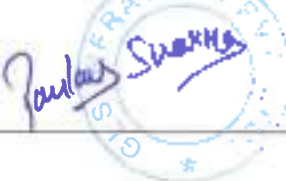

16.4 Breach of obligations and covenants of the Developer.

- (a) The Developer hereby agrees and acknowledges that the Developer shall be liable for the breach of its covenants and obligations under Clause 16.3 above in the manner provided herein this agreement.
- (b) In the case of the Developer's delay/failure to complete the Project within timelines stipulated under this Agreement, the consequences under Clause 6.4 of this Agreement would follow.

17. REPRESENTATIONS & WARRANTIES:

17.1 GIPL and Developer hereby represents, warrants and undertakes to the other Party that

- (a) it is duly incorporated/ organised and existing under laws of the jurisdiction of its incorporation or organisation;
- (b) it and its representatives have the power and authority to execute, deliver and perform this Agreement and any other deeds, documents or agreements, contemplated hereunder or pursuant hereto (the "Other Documents") and upon execution and delivery, this Agreement shall constitute a legal and binding obligation on it, which shall be enforceable against it in accordance with its terms;
- (c) all actions including the corporate actions necessary for the authorisation, execution and delivery of, and the performance of all obligations, under this Agreement, have been duly taken and obtained and the same are valid and in full force and effect;
- (d) the execution, delivery and performance of this Agreement and/or Other Documents by it and the transactions contemplated hereby will not (i) violate any provision of its organisational or governance documents or constitutional documents; (ii) require any consent, Approval or action of any Governmental Authority; (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (iv) violate any order, judgement or decree against or binding upon such Party or upon its securities, properties or businesses; or (v) violate any Applicable Law; and

GP Realtors Pvt. Ltd., 	Mewa Controls Pvt. Ltd. 	Penople Propbu-Id Pvt. Ltd. 	Commander Roachon Pvt. Ltd. 
Evonivas Township Pvt. Ltd. 	Evonivas Developers Pvt. Ltd. 	Yala Propbu-Id Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Group Realtech Pvt. Ltd. 	CLS InfraTech Pvt. Ltd. 	Sobha Limited 	



- (e) there are no legal, quasi-legal, administrative, or other proceedings, Claims, actions, governmental investigations, orders, judgments, or decrees of any nature made, existing, threatened, anticipated, or pending against it that may prejudicially affect the due performance or enforceability of this Agreement and/or other documents or any obligation, act, omission or the transaction contemplated hereunder; and
- (f) it has the financial wherewithal and technical expertise to undertake the obligations required to be undertaken by it under the Agreement.

17.2 In addition to the representations and warranties provided by GPL elsewhere in this Agreement, GPL further represents and warrants to the Developer that:

- (a) the information specifically set forth in this Agreement (including all information set forth in the Recitals) is true, correct, accurate and complete in all aspects;
- (b) Landowners are the absolute owners of, and have good, valid, clear and marketable title to the Said Lands, with unencumbered, unrestricted and uninhibited right of alienation over the Said Lands;
- (c) GPL is sufficiently authorised and entitled to execute, deliver and perform this Agreement and to vest all the rights, interests, authorizations and benefits vested in Developer under this Agreement and to perform of all obligations under this Agreement. There is no impediment, hindrance or challenge on GPL to enter into this Agreement and perform the transaction contemplated hereunder;
- (d) all the prior title deeds in relation to the Said Lands including but not limited to sale deeds/ exchange deeds in relation to the Said Lands through which the Landowners acquired the title to the Said Lands have been duly executed, stamped, and registered and are legal, valid and subsisting;
- (e) the consideration that was payable to the respective erstwhile sellers by/or its affiliates under the title deeds, through which the Landowners acquired the title to the Said Lands, has been duly paid by received by the respective erstwhile sellers and the said deeds are binding on the respective erstwhile sellers;
- (f) the Said Lands is accurately and properly mutated in the name of the Landowners in the relevant revenue records and there is no part of the Said Lands for which the mutation is pending or under objection;
- (g) GPL is in the actual unfettered physical vacant possession of the Said Lands, and the same is demarcated and there is no encroachment on the Said Lands by any third party whatsoever;
- (h) GPL have not received any notice or other written communication from any Person

<p>GP Realtors Pvt. Ltd.</p> 	<p>Mewa Conamit Pvt. Ltd.</p> 	<p>Proply Propbuild Pvt. Ltd.</p> 	<p>Commander Realtors Pvt. Ltd.</p> 
<p>Fiverivers Township Pvt. Ltd.</p> 	<p>Fiverivers Develop Pvt. Ltd.</p> 	<p>Yule Propbuild Pvt. Ltd.</p> 	<p>Jen Pvt. Ltd.</p> 
<p>Ireo Grace Realttech Pvt. Ltd.</p> 	<p>GLS Infratech Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	



(including any Governmental Authority having jurisdiction) in relation to the Said Lands including in relation to GIPL's right, title, or interest over the Said Lands or to GIPL's knowledge threatening a suspension, revocation, modification or cancellation of any consent required or appropriate to use or occupy the Said Land;


- (i) the Said Lands is not subject to any order, notification, award, proceedings, etc. under applicable land acquisition legislations and GIPL have not received any notice or intimation in relation to any acquisition proceedings;
- (j) all dues, cess, electricity charges, taxes, maintenance charges, property tax, ground charges, and any other taxes levied by any governmental authority, local authority and/or any civic authorities/agencies or industrial associations in respect of the Said Lands till the current date, have been duly paid and deposited by GIPL;
- (k) the Said Lands benefits from all permanent and legally enforceable easements and other contractual rights (if any) necessary or appropriate for the continued use, enjoyment, and maintenance of the Said Lands by GIPL, and all such easements and rights are on reasonable terms which (without limitation) do not entitle any Person to terminate, restrict or curtail them nor impose any unusual or onerous conditions;
- (l) there are no encroachments, trespassers, tenants, occupants nor have any rights been created, granted, or allowed in favour of any Third Parties, including a right of way or any easement right, in and passing through the Said Lands or any part thereof, either by way of an agreement or court order or in any manner whatsoever;
- (m) GIPL is not in default of any approval that was granted to GIPL and no notice of any such default has been received by GIPL from any Governmental Authority;
- (n) there are no restricting conditions (including a requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other Governmental Authority, preventing or restricting the undertaking of any development on the Total Land or any part thereof;
- (o) the Said Lands nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones/national conservation zone or any notified area/zone which prevents, prohibits or restricts the development / construction on the Said Lands, in any manner and no notice has been received from any Governmental Authority in this regard;
- (p) neither the Said Lands nor any part thereof is reserved for any public use or purpose and/ or included in any public scheme of any Governmental Authority or any other public body, and the Said Lands is not affected by any development plan reservation and there are no

GP Raajens Pvt. Ltd. 	Mewa Conbuild Pvt. Ltd. 	Panopoly Propbuild Pvt. Ltd. 	Communiar Builders Pvt. Ltd. 
Vivovore Township Pvt. Ltd. 	Vivovore Develops Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	REG PVT. LTD. 
Ired Grace Realtach Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 	Sobha Limited 	



impediments, prohibitions or restrictions upon the present or future development of the Said Lands including any restriction on the height of buildings/ structures on the Said Lands as contemplated herein;

- (q) the Project can be developed and constructed on the Said Lands and there are no impediments or circumstances which shall hinder, interrupt, restrict the development of the Project on the Said Lands or adversely affect the Project in any manner;
- (r) the Said Lands is vacant, and contiguous and is not water logged;
- (s) the Said Lands does not nor any part thereof forms part of any road/ rasta (including any panchayat road/ rasta/ private rasta) or has any road/ rasta (including any panchayat road/ rasta /private rasta) passing through it (other than as provided in Schedule-2 hereto) or affecting the contiguity of the Said Lands in any manner;
- (t) the Said Lands does not nor any part thereof forms part of any grave, temple, architectural monument or has any nallah, high tension wire or gas/ oil pipeline passing through it, nor is it or ever has been utilised for any religious purpose;
- (u) there is no electrical line, sewage line, water pipe, etc. or any kind of line/pipe of any nature whatsoever, not belonging or forming part of the Project, passing through the Said Land;
- (v) the Said Lands has Access in the manner detailed under Schedule-2;
- (w) GIPL is not nor has it been in breach or in violation of any land ceiling legislations under Applicable Law, in relation to the Said Lands and no proceedings is pending in relation thereto;
- (x) there is no covenant, restriction, burden or stipulation affecting the Said Lands which conflicts with its present use or the intended use in terms of this Agreement or affects its value;
- (y) GIPL has (I) not entered into any agreement to sell, development agreement, collaboration agreement or any other agreement for selling, transferring, disposing off or creating any right either in the whole or in any part of the Said Lands with any third party/ies; (II) not accepted any advance/part consideration in respect of the Said Lands from any third party; (III) not executed any contract due to which an action or to the best of its knowledge threatened action is pending, or which affects or is likely to affect the title, interest or right of GIPL in or to the Said Land;
- (z) the Said Lands is not subject to any proceedings pending under the Income Tax Act, 1961 against GIPL, nor are there any proceedings pending against the Landowners to the best of GIPL's knowledge, nor is it aware of any existing circumstance on account of which the Said Lands could be attached, nor has GIPL received any notice with respect to the Said Lands

GP Realtors Pvt. Ltd. 	Munee Conbuild Pvt. Ltd. 	Panoply Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Piverrera Township Pvt. Ltd. 	Piverrera Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtch Pvt. Ltd. 	CLS Indiatech Pvt. Ltd. 	Sobha Limited 	



from any Governmental Authorities or any third parties;

- (aa) there are no Encumbrances on the Said Lands and GIPL has not entered into any agreement or arrangement or contract the performance or non-performance of any of which could lead to any creation of Encumbrances on the Said Lands or any part thereof and GIPL has not in any way encumbered or agreed to create any Encumbrance on the Project Land or any part thereof;
- (bb) GIPL has not omitted to disclose to the Developer any fact in respect of the Said Lands, and (I) all correspondence between GIPL and any Governmental Authority in relation to the Said Lands and/or the Project have been shared by GIPL with the Developer, (II) all information in relation to the transactions contemplated herein which would be relevant to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed by GIPL and continues to be, true, complete and accurate in all respects and not misleading in any manner;
- (cc) The Said Lands is demarcated and surveyed by the concerned Governmental Authority and there are no disputes vis-à-vis boundaries of the Said Lands with any of the adjoining land owners;
- (dd) GIPL has paid up to the date hereof all property taxes, rates, duties, cesses, levies including N.A. assessments, other assessments, water charges, electricity charges, or any other amount payable to any authority in respect of the Said Lands and/or the Project and there are no taxes, charges or payments in relation to the Said Lands and/or the Project which are pending as on the Execution Date;
- (ee) There are no tenants or occupants, or any rights created in favour of Third Parties with respect to the Said Lands or any part thereof;
- (ff) That GIPL is (a) competent to execute a development agreement with respect to the Said Land; (b) fully entitled to hand over vacant possession thereof to the Developer for development purposes, in the manner contemplated in this Agreement; and (c) fully entitled to deal with the Said Lands in any manner it desires, and there is no impediment in law or otherwise within the knowledge of GIPL that may have the effect of preventing the execution of this Agreement with the Developer;
- (gg) the Government of Haryana and Government of India and/or any other Government Authority including statutory authority has no pending claims, sanctions or notice against the Said Lands and the Said Lands is capable of being developed for residential group housing colony as currently permissible by Directorate of Town and Country Planning, Haryana, Chandigarh and other applicable statutory provisions; and
- (hh) That the Said Lands is completely free and clear of all manner of all Encumbrances including

CP Realtors Pvt. Ltd., 	Mewa Conbuild Pvt. Ltd. 	Manupty Propbuild Pvt. Ltd. 	Commander Builders Pvt. Ltd. 
Fivestars Township Pvt. Ltd. 	Fivestars Developer Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Irec Pvt. Ltd. 
Iren Group Infra Pvt. Ltd. 	GIS Infotech Pvt. Ltd. 	Sobha Limited 	



but not limited to prior sale, gift, mortgage, charge, disputes, litigation, acquisition (including any notice of acquisition), requisition by either the State Government or the Central Government or by the Union Territory or any Housing Board, Committee or otherwise by a scheme of Private / Public Collaboration by the respective Government stated above or by any order of attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of Government of Haryana, Government of India or any other Government or Authority or of any other Person or entity), lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, prior agreement to sell, or any other legal impediment in respect of the Said Lands and that the Landowners possess a valid legal and clean, marketable and unencumbered title in respect of the Said Land.

- 17.3 The Developer represents and warrants to GIPL that it has the necessary financial capacity to construct and develop the Project on the Said Lands, and that the Developer has the ability to deliver the Project in accordance with the terms of this Agreement.
- 17.4 Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.
- 17.5 GIPL and Developer undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by GIPL and/or the Developer herein, to become untrue or inaccurate or misleading, at any point of time.

18. INDEMNITY

- 18.1. GIPL shall indemnify, defend and hold harmless Developer, forthwith upon demand and from time to time against any Claims, arising from or in relation to or as a result of:
- concealment of any liability or information relating to the approvals, title, contiguity or possession of the Said Lands, any inaccuracy, misrepresentation or breach of the representations and warranties of GIPL under this Agreement.
 - breach of any obligation and covenants of GIPL under this Agreement.
 - any Encumbrance of any nature whatsoever in respect of Project and the Said Lands (except those created by the Developer in accordance with this Agreement), and any Development Risk on the Project and the Said Land.
 - any discounting of receivables by GIPL.
 - any breach of Applicable Law by GIPL in respect of this Agreement or in relation to the Project, the Said Lands or the transactions set forth hereunder.

GP Builders Pvt. Ltd., 	Navay Conbuild Pvt. Ltd. 	Panoply Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Fiveways Township Pvt. Ltd. 	Fiveways Develop Pvt. Ltd. 	Yale Propbuild Pvt. Ltd. 	Tree Pvt. Ltd. 
1350 Grace Tech Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 	Sobha Limited 	



- (f) Any impediments, hindrance or challenge on the ability of GIPL to vest the rights granted to the Developer under this Agreement or Any impediments, hindrance or challenge to the exercise of Development Rights by the Developer.
- (g) any *inter-se dispute* between GIPL, Companies and the Landowners, and/ or any governmental investigations being conducted on GIPL, Companies and the Landowners due to which construction of the project is stayed, delayed or becomes "on hold".

18.2. The Developer shall indemnify, defend and hold harmless GIPL forthwith upon demand and from time to time against all Claims, arising out from or in relations to or as a result of non-payment of project loan, if taken by the Developer for the Project.

18.3. The Developer shall indemnify, defend and hold harmless Confirming Parties their respective affiliates, directors, shareholders, directors and officers, forthwith upon demand and from time to time against any and all Claims, arising out of, from or in relation to, or as a result of: (a) penalty, implication or consequence caused due to or in relation to actions by customers and/ or home owners including all Claims made by customers and/ or home owners, as the case maybe to GIPL and/ or Confirming Parties which are not directly attributable to GIPL and/or Confirming Parties, other than Claims that are solely pertaining to defects in title of the Said Lands; (b) the proposed development of the Project, including for any non-compliances with Applicable Laws; and (c) any non-compliances or breach of the provisions of this Agreement .

18.4. GIPL shall indemnify, defend and hold harmless, the Confirming Parties, their respective affiliates, directors, shareholders, directors and officers, forthwith upon demand and from time to time against any and all Claims, arising out of, from or in relation to, or as a result of (a) breach of its obligations under this Development Agreement and/or the GIPL Collaboration Agreements (b) the proposed development of the Project, including for any non-compliances with Applicable Laws; (c) any action any action, causes of actions or suits, etc., by any lenders, home owners, customers, as the case maybe, and (d) any Confirming Party's registration as a co-promoter of the Project under RERA.

18.5. The indemnification rights of the Parties under this Agreement are independent of, and in addition to, such other rights and remedies as Parties may have under Applicable Law or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. Further, The indemnification obligations of GIPL under this Agreement are in addition to indemnification obligation of GIPL under GIPL Collaboration Agreements, and the indemnification obligations of GIPL and Developer under the Development Agreement.

19. SPECIFIC PERFORMANCE

The Parties to this Agreement agree that, notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be specifically enforced against a defaulting party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected party for which any

<p>GP ResNova Pvt. Ltd.</p> 	<p>Mewa Conbuild Pvt. Ltd.</p> 	<p>Paapuly Propbuild Pvt. Ltd.</p> 	<p>Commanster Realburs Pvt. Ltd.</p> 
<p>Elbourn Township Pvt. Ltd.</p> 	<p>Fivemire Developers Pvt. Ltd.</p> 	<p>Yule Propbuild Pvt. Ltd.</p> 	<p>Ireo Pvt. Ltd.</p> 
<p>Ireo Grace Realtech Pvt. Ltd.</p> 	<p>GLS Infratech Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	



compensation payable in damages may not be an adequate remedy. Accordingly, the Parties agree that the affected Party shall be entitled to immediate and permanent injunctive relief, specific performance, or any other equitable relief from a competent court in the event of any such breach or threatened breach by any other Party. The Parties agree and covenant unequivocally and unconditionally that the affected Party shall be entitled to such injunctive relief, specific performance or other equitable relief without the necessity of proving actual damages. The affected Party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting Party.

20. LEGAL REMEDIES

Since considerable expenditure, efforts, and expertise are involved in developing the Project, it is an express condition of this Agreement that neither GIIPL nor any persons claiming under it shall ever terminate, repudiate, cancel or back-out from this Agreement under any circumstances whatsoever. Each Party shall have all other legal remedies under the Applicable Laws as may be available against breach of any term or condition of this Agreement by the other Party.

21. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of India.

22. DISPUTE RESOLUTION

22.1. In the case of any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach, or termination between any of the Parties ("Dispute"), Parties shall attempt to first resolve such Dispute or claim through discussions between senior executives or representatives of the disputing Parties. In this regard, such Party may give a notice ("Notice for Discussions") of such Dispute or claim to the other Party, in writing. Such discussions are to be held within 30 (thirty) days of receipt of such Notice for Discussions ("Period of Discussions").

22.2. If the Dispute is not resolved through such discussions within the Period of Discussions, then, either of the Parties shall have the right to issue a notice of arbitration to resolve the Dispute through arbitration in accordance with the Arbitration & Conciliation Act, 1996. The arbitration shall be conducted by 3 (three) arbitrators. The disputing Parties shall have the right to appoint 1 (one) arbitrator each and the 2 (two) arbitrators so appointed shall appoint the 3rd (third) arbitrator ("Arbitral Tribunal"). The arbitral award issued by the Arbitral Tribunal shall be final and binding on both the Parties. The seat and venue of Arbitration shall be Delhi. The language of the arbitration proceedings shall be English.

22.3. Each disputing Party shall co-operate in good faith to expedite the conduct of arbitration proceedings commenced under this Agreement.

GP Realtime Pvt. Ltd., 	Mewconbuild Pvt. Ltd. 	Paucely Propbuild Pvt. Ltd. 	Commander Realtime Pvt. Ltd. 
Fiveriver Township Pvt. Ltd. 	Fiveriver Developers Pvt. Ltd. 	Yale Propbuild Pvt. Ltd. 	Tree Pvt. Ltd. 
Tree Grace Realtech Pvt. Ltd. 	GLS Infracon Pvt. Ltd. 	Sobha Limited 	



- 22.4. While any dispute is pending, the disputing Party(ies) shall continue to perform such of their obligations under this Agreement which do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute. The Parties understand and agree that stopping of the construction, development, sales, marketing etc. of the Project shall adversely affect in discharging the respective obligations of the Parties therefore, none of the Parties shall claim to stop the construction, development, sales, marketing etc. of the Project (being carried out as per terms of this Agreement) during the adjudication of aforesaid dispute.

23. NOTICES

The notices to be sent to the Parties shall be as follows:

- (a) Any notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

For GIFL: Mr. Surinder Singh
Address: 707, 7th Floor JMD Pacific Square, Sector 15, part-II, Gurugram (Haryana)- 122 001.
Kind Attention: Mr. Surinder Singh
Email: surinderfca@gmail.com

For Developer: Ms. Tina Talwar
Address: 5th Floor, Rider House, Plot No-136 P, Sector 44, Gurugram (Haryana) - 122 003
Kind Attention: Tina Talwar
Email: tina.talwar@sobha.com

For Confirming Parties:

Kind Attention: Mr. Nitin Gupta
Address: IREO Campus, Sector-59, Near Behrampur, Gurugram 122101,
Email: nitin.gupta@ireo.in

- (b) Any notice or other communication shall be sent by courier or registered post with acknowledgment of receipt or by hand delivery or by e-mail.
- (c) All notices referred to in this Agreement or other communications shall be deemed to have been delivered (i) if sent by courier or registered mail or hand delivery with acknowledgment of receipt, and if no such receipt is given then on the date on which the notice is issued; or (ii) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

CP Realtors Pvt. Ltd., 	Mowat Propbuild Pvt. Ltd. 	Panoply Propbuild Pvt. Ltd. 	Commander Roashni Pvt. Ltd. 
Fiverivers Township Pvt. Ltd. 	Fiverivers Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtech Pvt. Ltd. 	GLS InfraTech Pvt. Ltd. 	Sobha Limited 	



A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause 23, by giving the other Parties written notice of the new address in the manner set forth above.

24. RECOURSE

The Parties hereby agree that the scope of obligations and liabilities of Confirming Parties shall be limited to those envisaged under provisions of the GIPL Collaboration Agreements, and for avoidance of doubts the Developer shall not have any recourse against any of the Confirming Parties for the matters set out under the GIPL Collaboration Agreements.

25. MISCELLANEOUS:

- 25.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements in relation to the Said Lands and/or the Project.
- 25.2 **Binding Agreement:** This Agreement shall be equally binding on and enforceable by each of the Parties.
- 25.3 **Survival:** The provisions of Clause 1 (*Definitions*), Clause 2 (*Interpretation*), Clause 18 (*Indemnity*), Clause 21 (*Governing Law and Jurisdiction*), Clause 22 (*Dispute Resolution*), Clause 23 (*Notices*) and this Clause and any other provisions as may be applicable or relevant thereto together with such provisions which expressly or by implication survive termination, shall survive termination of this Agreement.
- 25.4 **Amendment:** This Agreement shall be irrevocable and no modification/alteration etc., in the terms and conditions of the said Agreement can be undertaken, except after obtaining prior approval of DCTCP, Haryana.
- 25.5 **Force Majeure:** All obligations of either Party under this Agreement will be suspended for so long as and only to the extent that fulfilment of obligations is prevented by reason of Force Majeure. In the case of suspension by reason of Force Majeure, the affected Party will promptly notify the other and shall use its reasonable efforts to remedy the Force Majeure event as soon as possible.
- 25.6 **Severability:**
- (a) If any of the provisions of this Agreement or part thereof may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision or part thereof shall have the meaning that renders it valid and enforceable.

GP Realities Pvt. Ltd. 	Mewa Landhold Pvt. Ltd. 	Paanply Propbuild Pvt. Ltd. 	Communist Realities Pvt. Ltd. 
Fiverivers Township Pvt. Ltd. 	Fiverivers Developments Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Geospatial Pvt. Ltd. 	GIS Infotech Pvt. Ltd. 	Sobha Limited 	



- (b) In the event any Governmental Authority determines that any provision in this Agreement or part thereof is not enforceable as written, the Parties agree that such provision shall be amended so that it is enforceable to the fullest extent permissible under the Applicable Law of the jurisdiction in which enforcement is sought, and affords the Parties to the maximum extent possible, the same basic rights and obligations and has the same economic effect as prior to amendment.
- (c) In the event that any of the provisions of this Agreement or part thereof is found to be void, but would be valid if some part thereof was deleted or the scope, period, or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the Applicable Law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent from the date of such revocation / removal or diminution (as the case may be).

25.7. Waivers and Cumulative Rights and Remedies: No failure or delay by the Parties in exercising any right or remedy provided by Applicable Laws under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate, and are in addition to its rights and remedies under the Applicable Laws.

25.8. Assignment: The Developer and GIPL shall not be entitled to assign or transfer in any manner, their rights and obligations this Agreement, without the express prior written consent of the other Parties (including the Confirming Parties), provided however that the each Party may be permitted to freely assign its rights and obligations under this Agreement to its affiliate/ group entity, with prior intimation to other Parties.

25.9. Acknowledgment: Each Party represents, warrants, and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

25.10. Bankruptcy, Liquidation, And/or Winding Up: The Development Rights granted/ transferred herein are of the nature that in event of any bankruptcy, liquidation, and/or winding up proceedings or event leading to the same for GIPL, the rights and entitlements of GIPL shall be restricted to the residuary rights in the Said Lands and the Project after taking into account the rights, entitlements and interest of the Developer in the Said Lands and the Project under this Agreement and GPA. The rights and

GP Builders Pvt. Ltd., 	Mewa Conbuild Pvt. Ltd. 	Punagly Propbuild Pvt. Ltd. 	Commander Builders Pvt. Ltd. 
Fiverivers Township Pvt. Ltd. 	Fiverivers Developments Pvt. Ltd. 	Yair Propbuild Pvt. Ltd. 	Iris Pvt. Ltd. 
Ireo Group Health Pvt. Ltd. 	GLE Infotech Pvt. Ltd. 	Sobha Limited 	



entitlements of the Developer under this Agreement including the interest in the Said Lands by virtue of this Agreement and the GPA shall not be affected in any manner in case of any bankruptcy, liquidation, and/or winding up proceedings relating to any/ all of the Landowners or events leading to the same.

25.11. **Costs:** Subject to the terms of this Agreement, each Party shall bear its own costs and expenses (including legal costs) incurred in negotiating and execution of this Agreement.



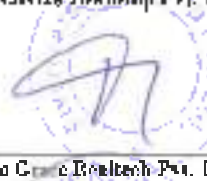


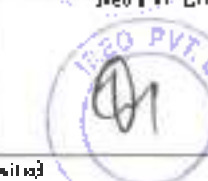



25.12. **Stamp Duty and Taxes:** Stamp duty and statutory registration fee on this Agreement shall be borne by the Developer.

25.13. Any amounts or assets that are to be paid or delivered to the Companies as per this Agreement shall be paid and/ or delivered to the Companies as per the following proportion:

IGPL: 70.24%
 IPL: 11.70%
 GRPL: 18.00%

25.14. **No conflict:** Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that the provisions of this Agreement shall be read in harmony with the GIPL Collaboration Agreements. In the event of any conflict between: (i) Clause 12 of this Agreement with clause 26 of First Collaboration Agreement and/ or clause 24 of Second Collaboration Agreement, Clause 12 of this Agreement shall prevail, and (ii) Clause 13 and Clause 15 of this Agreement read with clause 33 of the First Collaboration Agreement (read with Clause 3 of the Addendum to First Collaboration Agreement) and/ or clause 31 of the Second Collaboration Agreement, Clause 5 of this Agreement shall prevail.

25.15. **Co-operation for merger/ demerger:** Developer and/ or GIPL shall without any protest or demur provide all necessary and required assistance for filing and/ or implementation of scheme of merger/ demerger in relation to Companies and its affiliates including *inter alia* issuance of no objection certificate for such merger/ demerger if so required by the Companies and its affiliates, provided that the rights of GIPL and Developer with respect to GIPL Collaboration Agreements this Agreement are not adversely impacted.

GP Realtors Pvt. Ltd., 	Mera Conbuild Pvt. Ltd. 	Paroply Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Ewasore Township Pvt. Ltd. 	Fiverivers Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Green Realtech Pvt. Ltd. 	GIS Infotech Pvt. Ltd. 	Sobha Limited 	



Schedule-1






Details And Ownership of The Said Land

Detail of land owned by G.P. Realtors Pvt. Ltd.									
Village	Rect. No.	Killa No.	Area			Taken Area (Said Land)			
			K	-	M	K	-	M	
Behrampur	21								
		23/2	5	-	5	1	-	12	
	29								
		2	8	-	0	8	-	0	
	3/2	6	-	0	1	-	6		
Total			19	-	5	10	-	18	
Detail of land owned by Mews Conbuild Pvt. Ltd.									
Village	Rect. No.	Killa No.	Area			Taken Area			
			K	-	M	K	-	M	
Behrampur	21	23/1	1	-	8	1	-	4	
		3/1	2	-	0	2	-	0	
	29								
		8	8	-	0	1	-	5	
Total			11	-	8	4	-	9	
Detail of land owned by Panoply Propbuild Pvt. Ltd.									
Village	Rect. No.	Killa No.	Area			Taken Area			
			K	-	M	K	-	M	
Behrampur	29	9	7	-	4	7	-	4	
		12	7	-	12	6	-	15	
		Total	14	-	16	13	-	19	
Detail of land owned by Commander Realtors Pvt. Ltd. (1/16 Share), Mews Conbuild Pvt. Ltd. (1/2 Share), Fiverivers Township Pvt. Ltd. (1/5 Share), & Fiverivers Developers Pvt. Ltd. (3/80 share).									
Village	Rect. No.	Killa No.	Area			Taken Area			
			K	-	M	K	-	M	

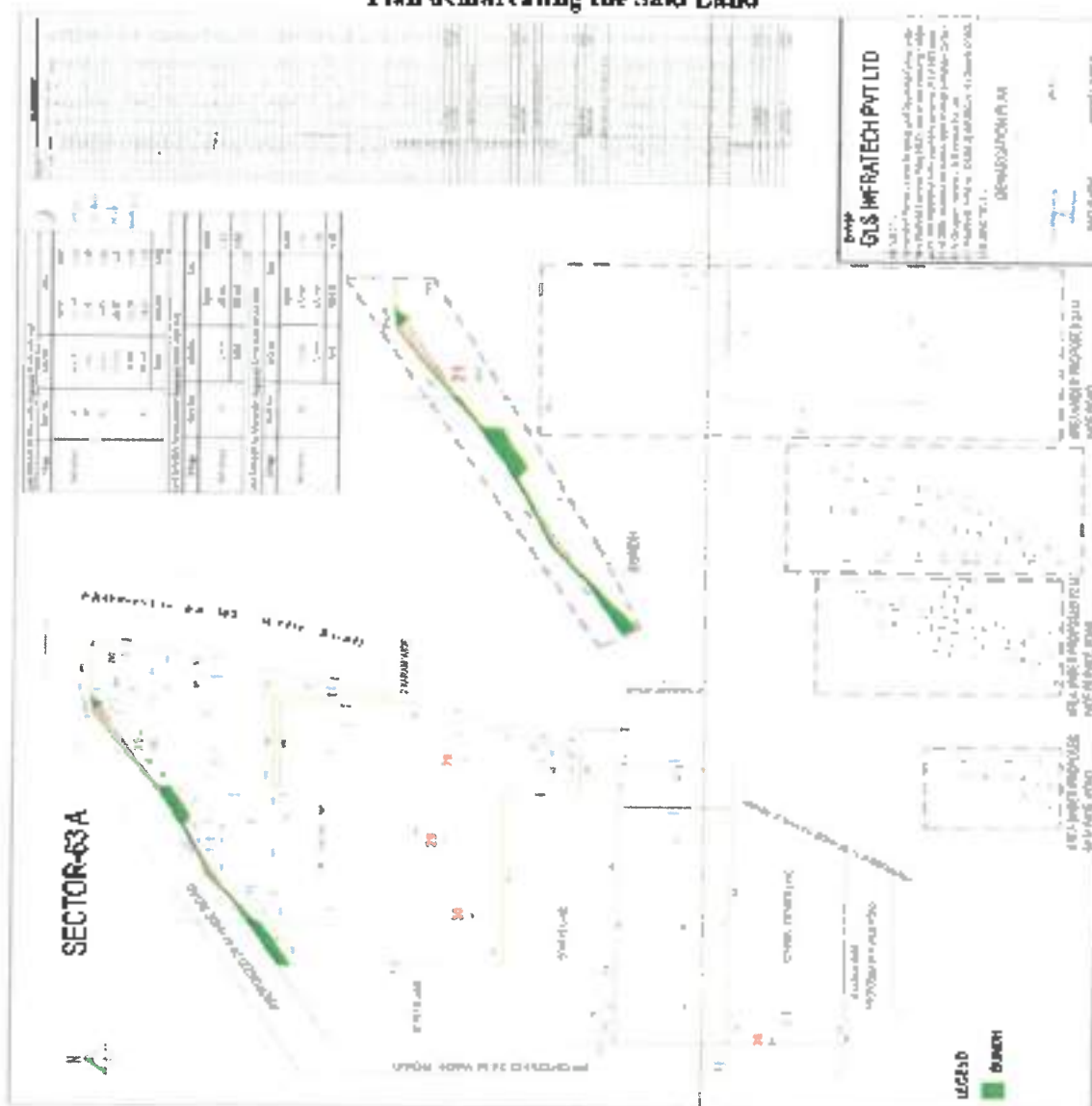
GP Realtors Pvt. Ltd.	Mews Conbuild Pvt. Ltd.	Panoply Propbuild Pvt. Ltd.	Commander Realtors Pvt. Ltd.
Fiverivers Township Pvt. Ltd.	Fiverivers Developers Pvt. Ltd.	Yale Propbuild Pvt. Ltd.	Ireo Pvt. Ltd.
Ireo Grace Realtech Pvt. Ltd.	GLS Township Pvt. Ltd.	Sobha Limited	



Behrampur	29	10/1	3	-	8	3	-	8
		10/2	1	-	0	1	-	0
		10/3	1	-	12	1	-	12
		10/4	2	-	0	2	-	0
		Total	8	-	0	8	-	0
Detail of land owned by Yule Propbuild Pvt. Ltd.								
<u>Village</u>	<u>Rect. No.</u>	<u>Killa No.</u>	<u>Area</u>			<u>Taken Area</u>		
			<u>K</u>	<u>-</u>	<u>M</u>	<u>K</u>	<u>-</u>	<u>M</u>
Behrampur	29	11	8	-	0	8	-	0
		19	8	-	0	2	-	16.5
		21	8	-	0	8	-	0
		22	8	-	0	1	-	16
	30	6	9	-	9	9	-	9
		15	8	-	0	8	-	0
		17/2	1	-	2	1	-	2
		24	8	-	0	8	-	0
36	25	8	-	0	8	-	0	
	4/1	4	-	0	4	-	0	
	Total	70	-	11	59	-	3.5	
Grand Total						96	-	9.5
						or	12.0594	acres

GP Realtors Pvt. Ltd. 	Mewa Conbuild Pvt. Ltd. 	Tampla Propbuild Pvt. Ltd. 	Comanador Realtors Pvt. Ltd. 
Nigrova Township Pvt. Ltd. 	Firongra Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Irea Pvt. Ltd. 
Iera Grace Realtech Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 	Sobha Limited 	

**Schedule-2
Plan demarcating the Said Land**



<p>GP Realty Pvt. Ltd.,</p> 	<p>Mewa Conbuild Pvt. Ltd.</p> 	<p>Panoply Properties Pvt. Ltd.</p> 	<p>Chandrasekar Builders Pvt. Ltd.</p> 
<p>Franchisee - The Group Pvt. Ltd.</p> 	<p>Fivestars Developers Pvt. Ltd.</p> 	<p>Yule Properties Pvt. Ltd.</p> 	<p>Ireo Pvt. Ltd.</p> 
<p>Ireo Grace Realtech Pvt. Ltd.</p> 	<p>GLS Indranch Pvt. Ltd.</p> <p><i>Parul Sharma</i></p> 	<p>Sobha Limited</p> 	



Schedule-3
Details of the Title Documents

Sr. No.	Name of Landowner	Rect. no.	Killa No.	Area (including Said Land) (K-M)	Deed No.	Dated
1	G.P Realtors	21	22/2	2-18	514	02-05-2008
			23/2	3-5	5004, 5005	29-12-2014
		29	1	5-13	514	02-05-2008
			2	8-0	514	02-05-2008
			3/2	6-0	5004	29-12-2014
2	Mews Conbuild	21	23/1	1-8	4544	25-01-2011
		29	3/1	2-0	4544	25-01-2011
			8	8-0	2111	06-08-2009
3	Poneply Propbuild	29	9	7-4	4691	29-01-2008
			12	7-12	4691	29-01-2008
4	Commander Realtors	29	10/1	3-8	548	03-06-2015
	Mews Conbuild		10/2	1-0	2111	06-08-2009
	Five Rivers township		10/3	1-12	3597	11-11-2016
	Five Rivers Developers		10/4	2-0	3597	11-11-2016
5	Yule Propbuild	29	11	8-0	2525	29-09-2010
			19	8-0	2525	29-09-2010
		30	6	9-9	2525	29-09-2010
			15	8-0	2525	29-09-2010
		29	21	8-0	2525	29-09-2010
			22	8-0	2525	29-09-2010
		30	17/2	1-2	2525	29-09-2010
			24	8-0	2525	29-09-2010
			25	8-0	2525	29-09-2010
		36	4/1	4-0	2525	29-09-2010
				132-11		
				16.56875	Acres	

G.P Realtors Pvt. Ltd.	Mews Conbuild Pvt. Ltd.	Poneply Propbuild Pvt. Ltd.	Commander Realtors Pvt. Ltd.
Five Rivers Township Pvt. Ltd.	Five Rivers Developers Pvt. Ltd.	Yule Propbuild Pvt. Ltd.	Area Pvt. Ltd.
Iren Grace Realtors Pvt. Ltd.	GLS Infotech Pvt. Ltd.		Sobha Limited



Schedule-4

Details of GIPL Agreements

Agreements executed by the Landowners in favour of IREO Grace Realtech Private Limited and IREO Private Limited –

Land Owning Entities	Details of Development Agreements	Developer Companies
Panoply Propbuild Pvt. Ltd.	Development agreement dated 30/09/2011	Ireo Grace Realtech Limited
	Supplementary agreement dated 01/10/2014 and 25/01/2017	
Mews Conbuild Pvt. Ltd.	Development agreement dated 05/04/2014	Ireo Private Limited
	Supplementary agreement dated 15/11/2015	
Yule Propbuild Pvt. Ltd.	Development agreement dated 01/11/2012	Ireo Grace Realtech Limited
	Supplementary agreement dated 01/10/2014 and 25/01/2017	
Commander Realtors Pvt. Ltd.	Development agreement dated 15/02/2007	Ireo Private Limited
	Supplementary agreement dated 02/12/2014	
Fiverivers Township Pvt. Ltd.	Development agreement dated 29/11/2007	Ireo Private Limited
	Supplementary agreement dated 05/06/2014	
Fiverivers Developers Pvt. Ltd.	Development agreement dated 12/07/2010	Ireo Private Limited
	Supplementary agreement dated 05/06/2014	

Agreements executed by the Landowners, IREO Grace Realtech Private Limited and IREO Private Limited in favour of GIPL –

- Collaboration Agreement dated 23rd May 2022, registered as document no. 3624, executed by (i) GP Realtors Private Limited, (ii) Mews Conbuild Private Limited, (iii) Panoply Propbuild Private Limited (iv) Commander Realtors Private Limited, (v) Fiverivers Township Private Limited (vi) Fiverivers Developers Private Limited (vii) Yule Propbuild Private Limited, (viii) IREO Grace Realtech Private Limited, and (ix) IREO Private Limited in favour of GLS Infratech Private Limited. ("First Collaboration Agreement")
- General Power of Attorney dated 23rd May 2022, registered as document no. 227, executed by (i) GP Realtors Private Limited, (ii) Mews Conbuild Private Limited, (iii) Panoply Propbuild Private Limited (iv) Commander Realtors Private Limited, (v) Fiverivers Township Private Limited (vi) Fiverivers Developers Private Limited (vii) Yule Propbuild Private Limited, (viii) IREO Grace Realtech Private Limited, and (ix) IREO Private Limited in favour of GLS Infratech Private Limited,

GP Realtors Pvt. Ltd. 	Mews Conbuild Pvt. Ltd. 	Panoply Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Fiverivers Township Pvt. Ltd. 	Fiverivers Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtech Pvt. Ltd. 	GLS Infratech Pvt. Ltd. 	Sobha Limited 	



- Addendum dated 25th September 2023 registered as document no. 14242 to the Collaboration Agreement dated 23rd May 2022 registered as document no. 3624, executed by (i) GP Realtors Private Limited, (ii) Mews Conbuild Private Limited, (iii) Panoply Propbuild Private Limited (iv) Commander Realtors Private Limited, (v) Fiverivers Township Private Limited (vi) Fiverivers Developers Private Limited (vii) Yule Propbuild Private Limited, (viii) IREO Grace Realtech Private Limited, and (ix) IREO Private Limited in favour of GLS Infratech Private Limited, ("Addendum to First Collaboration Agreement")
- Collaboration Agreement dated 25th September 2023 registered as document no. 14243, executed by (i) GP Realtors Private Limited, (ii) Mews Conbuild Private Limited, (iii) Panoply Propbuild Private Limited (iv) Commander Realtors Private Limited, (v) Fiverivers Township Private Limited (vi) Fiverivers Developers Private Limited (vii) Yule Propbuild Private Limited, (viii) IREO Grace Realtech Private Limited, and (ix) IREO Private Limited in favour of GLS Infratech Private Limited, ("Second Collaboration Agreement")
- General Power of Attorney dated 25th September 2023 registered as document no. 849, executed by (i) GP Realtors Private Limited, (ii) Mews Conbuild Private Limited, (iii) Panoply Propbuild Private Limited (iv) Commander Realtors Private Limited, (v) Fiverivers Township Private Limited (vi) Fiverivers Developers Private Limited (vii) Yule Propbuild Private Limited, (viii) IREO Grace Realtech Private Limited, and (ix) IREO Private Limited in favour of GLS Infratech Private Limited,

<p>GP Realtors Pvt. Ltd.</p> 	<p>Mews Conbuild Pvt. Ltd.</p> 	<p>Panoply Propbuild Pvt. Ltd.</p> 	<p>Commander Realtors Pvt. Ltd.</p> 
<p>Fiverivers Township Pvt. Ltd.</p> 	<p>Fiverivers Developers Pvt. Ltd.</p> 	<p>Yule Propbuild Pvt. Ltd.</p> 	<p>IREO Pvt. Ltd.</p> 
<p>IREO Grace Realtech Pvt. Ltd.</p> 	<p>GLS Infratech Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	



Schedule-5
Rights and Entitlements of the Developer

GIPL hereby authorizes the Developer to do any and all of the acts, deeds and things stated below in the name of and on behalf of GIPL, either itself or through its directors, officers, employees and authorized representatives:

1. to enter upon the Said Lands and take control and possession of the same;
2. to remain in control of and enjoyment of the Said Lands, and be responsible for the construction and development on the Said Lands or any part thereof until the completion of the construction and development of the Project;
3. to manage the Said Lands and the facilities constructed upon it and to deposit all types of fees, charges, security deposits, demand, dues and taxes with regard to the Said Lands with any concerned authority, to deal with such authorities and to obtain the receipts, to obtain no objection certificates from the concerned departments or authorities, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any court of law, quasi-judicial, administrative authority, and to warn off and prohibit and, if necessary, proceed against all trespassers on the Said Lands and to take appropriate steps in accordance with law, to abate all nuisance;
4. to carry out the Project on the Said Lands with due sanction of the appropriate Governmental Authority and to construct and develop the Project in accordance with the sanctioned plans and specifications;
5. to pay all deposits/securities, development charges etc. to concerned authorities, etc. and to receive refunds of such deposits from the concerned authorities, for the development of the Project, if need be under the Agreement and to receive the refundable amounts out of the said amounts from the said authorities in the name of the Developer,
6. to carry on correspondence and execute deeds and documents as may be necessary with the aforesaid authorities and/or for purpose in respect of development of the Project including for Marketing, leasing, licensing or sale of the premises to be constructed on the Said Land;
7. to appear on its own behalf and on behalf of the Landowners and GIPL, before any Governmental Authority including (and not limited to) DTCP, Ministry of Environment, Forest and Climate Change, State Expert Appraisal Committee, State Environment Impact Assessment Authority, Haryana State Pollution Control Board, Deputy Commissioner, Land Revenue Office, Forest Office, Real Estate Regulatory Authority, Survey of India, Fire Department, Building & Other Construction Workers Department and labour, local body, public or private utilities and service providers, and to sign, follow up and make any letter, document, application, petition, representations and submissions, as the Developer may desire or deem fit from time to time, for any permission, approvals (including environmental approvals and fire clearances), sanction or consent required in connection with the exercise of the rights vested in it by virtue of the Agreement;
8. to apply for and obtain all approvals (including environmental approvals and fire clearances), permissions, consents, sanctions etc. as may be required, in respect of the Project, and take all necessary and incidental steps including making applications for water connection, electricity

 KIP Builders Pvt. Ltd.,	 Mega Conbuild Pvt. Ltd.	 Panoply Propbuild Pvt. Ltd.	 Communter Realtors Pvt. Ltd.
 Five Rivers Township Pvt. Ltd.	 Five Rivers Developers Pvt. Ltd.	 Yale Propbuild Pvt. Ltd.	 Iren Pvt. Ltd.
 Iren Grace Realtech Pvt. Ltd.	 GIS InfraTech Pvt. Ltd.	 Sobha Limited	



- supply, drainage connection, levelling, water storage facilities, water mains, sewages, light, electric, telephone, gas, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities and other services, utilities and connections and incidental matters and works which are required to be carried out and/or to be done on the Said Lands for becoming eligible for grant of such approvals, permissions, consents, sanctions etc as may be required, for the aforesaid purpose to sign, execute all applications, plans, specifications, writings, affidavits, undertakings, indemnities deeds and documents as may be required for the aforesaid purpose;
9. to make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the plans and/or specifications as may be necessary, required and advisable including for the purpose of sanction of lay out, building plan, and/or for the purpose of constructing / building on the Said Lands by utilizing the FAR available on the Said Lands and the development potential, as may be permitted in respect of the Said Land;
 10. to promote and register the condominium or society or association of apartment buyers or organization of such prospective purchasers, if any, in conformity with the Applicable Laws, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent GPL before all concerned authorities;
 11. to make applications, petitions or representations and carry on correspondence for the purpose of availing benefit of import of cement, steel or any other building material or component, as may be permitted under applicable laws (and for that purpose to make any affidavit and give undertakings as the Developer may desire or deem fit);
 12. to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, RCC consultants, structural engineers, consultants, labour, workmen, personnel (skilled and unskilled) or other persons in respect of the Project and to pay the wages, remuneration fees etc. and to revoke appointment of any of the aforesaid person(s) and to enter into any agreements appointing them or any of them and to co-ordinate with them from time to time and to give them instructions as the Developer may deem fit, from time to time;
 13. to apply to the Government or any Governmental Authority or any other authorities, for grant or extension of the time if any prescribed in any consent, approval, permission, certificate etc. in respect of any matter in relation to the construction and development of the Project; to exercise full, free, uninterrupted, exclusive marketing rights in respect of the saleable area and car parking spaces in the Project; to negotiate market, sell and/ or to enter into and register agreements for sale, transfer, conveyance of the built up areas forming part of the saleable area in the Project and any car parking spaces and/or any additional area to be constructed and developed as a part of the Project in accordance with the Agreement, with any person for such consideration as may be determined and collected by the Developer, and on such terms and conditions, as may be agreed by and between the Developer and such other person;
 14. to exercise full, free and uninterrupted rights for allotment, sale / lease, license or any other manner of transfer or creation of third-party rights in the entire saleable area in the Project, car parking spaces and / or on the Said Lands, and enter into and register agreements with such transferees as it deems fit and on such Marketing, leasing, licensing or sale, to receive the full and complete proceeds in its own name and give receipts and hand over ownership, possession, actual or constructive, use or

<p>GD Realtors Pvt. Ltd.</p> 	<p>Meer Conbuild Pvt. Ltd.</p> 	<p>Pragati Propbuild Pvt. Ltd.</p> 	<p>Consomdel Realtors Pvt. Ltd.</p> 
<p>Fiverivers Township Pvt. Ltd.</p> 	<p>Fiverivers Developments Pvt. Ltd.</p> 	<p>Yulu Propbuild Pvt. Ltd.</p> 	<p>Icon Pvt. Ltd.</p> 
<p>Ireo Grace Realtch Pvt. Ltd.</p> 	<p>GLS Intzbuild Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	



- occupation of the entire saleable area and car parking spaces in the Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Said Lands, in such manner as may be feasible, expedient or necessary to transferee, or proposed transferee of the Saleable Area in the Project;
15. to cause mutation/recording with the governmental authorities, whenever necessary, of the sales/transfer/lease of the saleable area and car parking spaces and to make such statements effected in the revenue records;
 16. to execute all necessary, legal and statutory writings, agreements, deeds, documents including without limitation, letter of allotments, agreement for sale of saleable area in the Project, sale deeds/conveyance deed, deed of apartment, or any other agreement in relation to the entire saleable area and car parking spaces in the Project along with proportionate undivided interest in the land underneath i.e. the proportionate undivided interest in the Said Land;
 17. to raise project finance / loan from any bank or a financial institution for the purposes of development of the Project and discounting of receivable in accordance with the Agreement, and to mortgage the Said Lands and all accession / construction (present or future on the same) against such advance(s) or loan (s), and to sign and execute any document, agreement, deed, undertaking, declaration etc. on behalf of GIPL with any such bank or financial institution or any person and to do all such acts, deeds and things including to deposit title deeds relating to the Said Lands, as may be necessary, incidental or ancillary for creation of any such mortgage / hypothecation / charge of any nature whatsoever and to pay necessary stamp duty and registration charges and to admit the execution of any such agreements / documents and/or writings in the relevant office of Sub Registrar of Assurances and for the said purpose, to do all such further acts, deeds, matters and things, as may be necessary, including to apply on behalf of GIPL;
 18. to permit home loans/housing finance to the Purchasers of saleable area in the Project and to do all such acts, deeds and things, as may be necessary, incidental or ancillary including signing of documents, affidavits, NOCs etc. as may be a requirement of the customers/buyers/ banks and/or financial institutions for grant of such loans;
 19. to issue advertisements and printed material in name of the Developer and in such mode as may be deemed fit by the Developer regarding the saleable area constructed/to be constructed under the Project, announcing the development of the Project and inviting prospective purchasers to book the saleable area or any part thereof and to engage broker/dealers, agents etc. for advertising, booking/sale of the saleable area constructed and/or proposed to be constructed in the Project, as per the applicable laws;
 20. to protect the Said Lands in such manner as the Developer may deem fit and proper, and for that purpose to take all steps including appointment of security agencies, guards, approaching the police, home department and all authorities for maintaining law and order;
 21. to sign and execute in the name of GIPL, agreements for the lease, transfer or conveyance, of the saleable area and car parking spaces in the Project on the Said Lands, with proportionate undivided share in the entire Said Lands or any part thereof and also to sign and execute such other documents and assurances as may be necessary for effectually transferring and vesting the saleable area sold/transferred in the Project in favour of the Purchasers and to present any such document before the concerned Registrar or Sub-Registrar of Assurances and to do all acts, deeds, matters and things

CP Realtors Pvt. Ltd. 	News Conbuild Pvt. Ltd. 	Panoply Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Five Rivers Township Pvt. Ltd. 	Five Rivers Developer Pvt. Ltd. 	Yulu Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realters Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 	Subha Limited 	



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- including executing and filing of declaration/deeds and applications for the due registration of such documents as may be required under the Indian Registration Act, 1908 and any other laws for the time being in force;
22. to maintain the Project and do all such acts, deeds and things as may be required for maintenance of the Project, including to appoint agencies / third parties for maintenance, collecting and utilising the maintenance charges and deposits from the allottees / purchasers of the apartments, as per applicable law;
 23. to appear before the Registrar or Sub-Registrar of Assurances or any officer or officers for the time being appointed under the applicable laws relating to the registration, to receive deeds, documents and assurances for registration and to lodge and/or admit execution of all deeds, documents and assurances executed, signed, sealed and delivered to and on behalf GIPL in relation to the development of the Project on the Said Lands or any part thereof and to take all effective steps under the Indian Registration Act, 1908 for the purpose of registration of any document and take steps by way of appeal, reference, review or revision under the said Act including before Inspector General of Registration under the said Act as the Developer may desire or deem fit;
 24. to undertake and execute all acts, deeds and things that may be required under or in relation to the Real Estate (Regulation and Development) Act, 2016 and all rules, notifications and directions under or in relation to the same. To appear before the HRERA, its appellate authority and all courts and tribunals having related jurisdiction, and defend, settle, compromise or abandon any legal proceeding and other matters concerning the Project or any part thereof;
 25. to institute, conduct, defend, settle, compromise or abandon any legal proceeding and other matters concerning (excluding such matters and disputes between the Developer and Landowners and GIPL), the development of the Project on the Said Lands and to appear and act in all courts, original or appellate, and other Government and private offices (including HRERA) and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises or other necessary deeds and documents as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the Developer shall think expedient and proper to do so;
 26. generally, to do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction and sale of the saleable area and car parking spaces in the Project on the Said Lands and to exercise all rights vesting in the Developer under the Agreement;

The Developer shall be entitled to undertake / implement any of its authorisation provided herein through any of its partners or authorised representatives.

GP Realtors Pvt. Ltd. 	Mewa Conbuild Pvt. Ltd. 	Penoply Propbuild Pvt. Ltd. 	Comannder Realtors Pvt. Ltd. 
Fiveriver Township Pvt. Ltd. 	Fiverivers Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtch Pvt. Ltd. 	GLE Infotech Pvt. Ltd. 		Sobha Limited 



Schedule-6
(PROPOSED SPECIFICATIONS)

SECTOR-63A, GURUGRAM

ARCHITECTURAL/CIVIL SPECIFICATIONS

STRUCTURE

- R.C.C. framed structure

FOYER/LIVING/DINING/LOUNGE/PASSAGE

- Superior quality Marble flooring and skirting.
- Plastic emulsion paint for walls & ceiling.

MASTER BEDROOM

- Superior quality Marble flooring and skirting.
- Plastic emulsion paint for walls & ceiling.

WALK-IN (MASTER BEDROOM)

- Superior quality Marble flooring and skirting.
- Plastic Emulsion Paint for walls.

OTHER BEDROOMS

- Superior quality vitrified tile flooring and skirting.
- Plastic emulsion paint for walls & ceiling.

TOILETS

- Superior quality ceramic tile flooring.
- Superior quality ceramic wall tiling up to false ceiling.
- Natural/Engineered stone vanity counters.
- False ceiling

KITCHEN

- Superior quality ceramic tile flooring.
- Superior quality ceramic tiling up to ceiling.
- Plastic emulsion paint for ceiling.

GP Realtors Pvt. Ltd. 	Mewa Conbuild Pvt. Ltd. 	Parag Property Pvt. Ltd. 	Comantrix Realtors Pvt. Ltd. 
Fivestars Township Pvt. Ltd. 	Fivestars Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Inco Pvt. Ltd. 
Ireo Grace Realtors Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 	Sobha Limited 	



BALCONIES

- Superior quality ceramic tile flooring and skirting.
- Natural/Engineered stone coping for parapet/MS handrail as per design.
- Plastic emulsion paint for ceiling.
- All walls painted in textured paint.

UTILITIES

- Superior quality ceramic tile flooring and skirting.
- Parapet Wall as per design
- Plastic emulsion paint for ceiling/False ceiling.

UTILITY ROOM

- Superior quality ceramic tile flooring.
- Plastic emulsion paint for ceiling.

JOINERY**Main Door/Bedroom Doors**

- Frame – Timber.
- Architrave - Timber.
- Shutters – with both side Masonite skin.

Toilet Doors

- Frame – Timber.
- Architrave – Timber.
- Shutters –with outside Masonite and inside laminate.

Other Doors and Windows

- All other external doors to be manufactured in specially designed aluminium extruded frames and shutter with panels.
- Heavy-duty aluminium glazed Sliding windows & Trench windows made from specially designed and manufactured sections.

COMMON AREAS

- Superior quality Natural stone/Vitrified Tile flooring.
- Superior quality Ceramic/Vitrified tile cladding upto ceiling/false ceiling.
- Plastic emulsion paint for ceiling/False ceiling
- MS handrail as per design.

<p>GP Realtors Pvt. Ltd.</p> 	<p>More Propbuild Pvt. Ltd.</p> 	<p>Panoply Propbuild Pvt. Ltd.</p> 	<p>Commander Realtors Pvt. Ltd.</p> 
<p>Finovion Township Pvt. Ltd</p> 	<p>Firecrest Developers Pvt. Ltd</p> 	<p>Yule Propbuild Pvt. Ltd.</p> 	<p>Itco. Pvt. Ltd.</p> 
<p>Ireo Grace Realtors Pvt. Ltd</p> 	<p>GLS Infratech Pvt. Ltd.</p> 	<p>Sobha Limited</p> 	



STAIRCASE

- Granite for treads & Risers
- MS handrail.
- Textured Paint for Walls.
- Plastic emulsion paint for ceiling.

LIFTS

- Lifts of reputed make.
- Capacity - 15 passenger & 3 passenger lift.

LANDSCAPE

- Designer landscaping.

HOME AUTOMATION

- Occupancy sensor in Toilets
- Video Door Phone
- Gas leak detection

PLUMBING SPECIFICATIONS**Internal water supply and drainage system**

- Cold water supply: uPVC Schedule-40; ASTM-1785 with necessary fittings of reputed make
- Hot water supply: CPVC SDR -11; ASTM D-2846/IS 15778 with necessary fittings of reputed make
- Drainage & waste system: SWR pipes (IS 13592) /uPVC pipes (IS 4985)/Multi-layered pipes with necessary fittings of reputed make

External water supply, drainage and vent system

- Shaft / Terrace / Basement High Level / Underground -Water supply
uPVC Schedule-40; as per ASTM-1785 with necessary fittings of reputed make
- Shaft / Basement High Level-Drainage Waste system, Rain water & Vent system
SWR pipes (IS 13592) /uPVC pipes (IS 4985)/Multi-layered pipes with necessary fittings of reputed make
- Underground Drainage system
Structured wall/Foam core PVC Pipes as per IS 16098/ EN 13476 of reputed make.
- Underground Rain water pipes
Structured wall/Foam core PVC Pipes as per IS 16098/ EN 13476 and for >315mm Ø -RCC pipes of NP2 Class

GP Realties Pvt. Ltd. 	Mews Conbuild Pvt. Ltd. 	Paniply Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Fiveriver Journals Pvt. Ltd. 	Fiveriver Developers Pvt. Ltd. 	Yolk Propbuild Pvt. Ltd. 	Iqoo Pvt. Ltd. 
Ireo Grace Realtach Pvt. Ltd. 	CLS Infotech Pvt. Ltd. 	Sobha Limited 	



Valves & Pumps:

- Valves: Reputed make
- Pumps: Reputed make

Bath Fixtures

Sanitary ware in each Bath			
Sl. No	Description	Quantity / Bath	Make
1	European Water closet. Wall Hung	1	Reputed make
2	Counter top Wash basin	1	Reputed make

Chromium Plated fittings in each Bath			
Sl. No	Description	Quantity / Bath	Make
1	S/L Diverter	1	PNC / Equivalent
2	Overhead shower	1	PNC / Equivalent
3	Telephonic shower	1	PNC / Equivalent
4	Basin mixer	1	PNC / Equivalent
5	Angular stop cock	4	PNC / Equivalent
6	Health faucet	1	PNC / Equivalent
7	CP P trap	1	Reputed make
8	Waste coupling	1	Reputed make
9	Flush valve	1	Reputed make
10	Geysers—Horizontal of 25 Ltrs capacity	1	Reputed make
11	Geysers—Instant of 1 Ltr capacity (Powder room Toilet)	1	Reputed make

GP Realtors Pvt. Ltd. 	Moss Conbuild Pvt. Ltd. 	Panoply Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Viveriyere Township Pvt. Ltd. 	Fiveriver Theorobius Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtch Pvt. Ltd. 	GLS Infra Tech Pvt. Ltd. 	Sobha Limited 	



Bath Fixtures

Sanitary ware in Powder Room Bath			
Sl. No	Description	Quantity / Bath	Make
1	European Water closet, Wall Hung	1	Reputed make
2	Counter top Wash basin	1	Reputed make

Chromium Plated fittings in Powder room Bath			
Sl. No	Description	Quantity / Bath	Make
1	Basin mixer	1	PNC / Equivalent
2	Angular stop cock	4	PNC / Equivalent
3	Health faucet	1	PNC / Equivalent
4	CP P trap	1	Reputed make
5	Waste coupling	1	Reputed make
6	Flush valve	1	Reputed make
7	Geyser-Instant of 1 Ltr capacity (Powder room Toilet)	1	Reputed make

Sanitary ware in Domestic Help Toilet			
Sl. No	Description	Quantity	Make
1	European Water closet, Wall Hung	1	Reputed make
2	Wash basin	1	Reputed make

Chromium Plated fittings in Domestic Help Toilet			
Sl. No	Description	Quantity / Bath	Make
1	Bib tap	2	PNC / Equivalent
2	Pillar Cock	1	PNC / Equivalent
3	Angular stop cock	3	PNC / Equivalent
4	Health faucet	1	PNC / Equivalent

GP Builders Pvt. Ltd. 	Mewa Conbuild Pvt. Ltd. 	Pragati Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Fiverivers Township Pvt. Ltd. 	Fiverivers Developers Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Ireo Pvt. Ltd. 
Ireo Grace Realtech Pvt. Ltd. 	GIS Infotech Pvt. Ltd. 	Sobha Limited 	



5	CP P trap	1	Reputed make
6	Waste coupling	1	Reputed make
7	Flush valve	1	Reputed make
8	Geyser-Horizontal of 15 Ltr capacity	1	Reputed make

Kitchen / Utility Fixtures

Chromium Plated fittings in Kitchen / Utility:			
Sl. No	Description	Quantity	Make
1	Sink mixer in Kitchen	1	PNC / Equivalent
2	Angular stop cock in kitchen	3	PNC / Equivalent
3	Sink cock in Utility	1	PNC / Equivalent
4	Single bowl Single Drain SS sink (small) in Utility	1	Reputed make
5	2 in 1 bib cock in Utility	1	PNC / Equivalent

IVAC SPECIFICATION

- Providing reputed makes Hi-wall DX Split Air Conditioning System only for cooling in the areas Living Room, Dining Room, Lounge & all the Bedrooms.
- Providing Condensate Drain piping to all the units to the nearest drain point.
- Providing Copper piping from all the Indoor units to outdoor units with insulation.
- Providing AC provision only in kitchen.

ELECTRICAL SPECIFICATIONS

1. Providing light point, Ceiling fan point, Call bell point, 6A & 16A Socket point & Distribution board in respective areas as per schedule of electrical points attached (only point is provided no fixture is included)
2. EB Power supply: As per Electricity Board / DHEVN Norms.
3. DG backup supply with flexibility to use any electrical points in each apartment.
4. 100% stand by power (Generator back up) for common facilities
5. Power connection for Split A/C will be provided in Living, Dining & all bedrooms.

CP Realtors Pvt. Ltd., 	Mews Conbuild Pvt. Ltd. 	Panogly Propbuild Pvt. Ltd. 	Commander Realtors Pvt. Ltd. 
Fiverivers Township Pvt. Ltd. 	Fiverivers Developers Pvt. Ltd. 	Yash Propbuild Pvt. Ltd. 	Ired Pvt. Ltd. 
Ired Grace Realtech Pvt. Ltd. 	GLS Infotech Pvt. Ltd. 	Sobha Limited 	



6. One Telephone point provided in living and Master Bedroom. 2C OFC cable is provided from shaft to first Telephone point and internally wired with 2 pair Telephone Cables independently from the first point.
7. 1R RG-6 Coaxial cable is provided from Telecom shaft to T.V point (Living) and subsequent points in all bedrooms shall be wired with RG-6 Co-Axial cable independently from first point.
8. Interroom facility provided from securitycabin to each apartment. (Only point).
9. Conduit provision for dedicated internet connection made available with RJ-45 socket outlet in Living & Master bedroom.
10. Providing the exhaust fans in kitchen & toilets.
11. Providing electrical point & fixtures for common facilities like Electrical room, Pump room, common area, landscape lightings, Clubhouse lightings and street lightings of internal road.
12. All indoor wiring is done with copper cables of reputed make as per ISI and IS specification.
13. Switches and accessories made of poly carbonate white plastic modular type of reputed make as per ISI and IS specifications,
14. PVC conduits rigid type of reputed make as per ISI and IS specifications.
15. MCB's and DB's are of reputed make as per ISI and IS specifications.

Abbreviations

6A - 6 Ampere	16A -16 Ampere	ISI - Indian Standard Institute
IS- Indian Standard	AC- Air Conditioner	T.V-Television.
RG-6- Radio Guide-6	RJ-45- Radio Jack-45	PVC-Poly Vinyl Chloride
6kW-6 kilo Watt	D. G- Diesel Generator	MCBs-Miniature Circuit Breakers
DHs-Distribution Boards	DIBVN- Dakshin Haryana Bijli Vitran Nigam	

SPECIFICATION FOR COMMERCIAL UNIT

"Warm Shell" means (a) concrete structure, finished exterior with window glazing, (b) plastered walls, (c) toilets, (d) lifts, (e) fire safety compliance of the structure, (g) DG sets for back up power supply for common area services, (h) provision for adequate water supply, (i) high side air-conditioning, piping and instrumentation, (j) sprinklers and hydrants, (k) provision for back up power supply, (l) IPS flooring (cement flooring) and (m) finished lobby in all the commercial development in the Said Project.

GP Roadtop Pvt. Ltd. 	Mewar Conbuild Pvt. Ltd. 	Panopoly Propbuild Pvt. Ltd. 	Commander Realities Pvt. Ltd. 
Fiverovera Township Pvt. Ltd. 	Fiverovera Develop Pvt. Ltd. 	Yule Propbuild Pvt. Ltd. 	Itso Pvt. Ltd. 
Itso Grace Buildtech Pvt. Ltd. 	GIS Infracon Pvt. Ltd. 	Sobha Limited 	



IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED BY CONFIRMING PARTIES

G. P. Realtors Private Limited



Through its duly authorized signatory Vipul Dagar, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024.

Mews Conbuild Private Limited



Through its duly authorized signatory Virender Singh, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024.

Panoply Propbuild Private Limited



Through its duly authorized signatory Virender Singh, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024.

Commander Realtors Private Limited



Through its duly authorized signatory Virender Singh, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024.

Fiverivers Township Private Limited



Through its duly authorized signatory Virender Singh, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024.

Fiverivers Developers Private Limited



Through its duly authorized signatory Virender Singh, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024.

Yule Propbuild Private Limited



Through its duly authorized signatory Virender Singh, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024.



Ireo Private Limited



Through its duly authorized signatory Vipul Dagar, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024.

Ireo Grace Realtech Private Limited



Through its duly authorized signatory Vipul Dagar, who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01-07-2024.

Signed and Delivered by GLS Infratech Private Limited



Through its duly authorized signatory Mr. Pankaj Sharma who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 6th February 2024

Signed and Delivered by Sobha Limited



Through its duly authorized signatory Miss. Tina Talwar who has been authorised and empowered to execute this Agreement vide its Board Resolution dated 01st July 2021

In the presence of:

1. 
NEERAJ KUMAR
 ADVOCATE
 B.Com, LLB
 DISTT. COURT, GURUGRAM

2. *Neeraj Kumar s/o Sh. Hemraj*
add. Secretary Soling
→

