



हरियाणा HARYANA

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दिनांक - 22/9/17



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Non Judicial



Indian-Non Judicial Stamp  
Haryana Government



Date : 14/09/2017

Certificate No. G0N20171606



Stamp Duty Paid : ₹ 53494000  
(Rs. Only)

GRN No. 30361985



Penalty : ₹ 0

(Rs Zero Only)

Seller / First Party Detail

Name: Aum shri Hotels and resorts Private limited

H.No/Floor : E3/6

Sector/Ward : Na

LandMark : Model town

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 9810148500



Buyer / Second Party Detail

Name : Godrej Highview Llp

H.No/Floor : 5th

Sector/Ward : Na

LandMark : Godrej one pirojshanagar eastern ex

City/Village: Vikhroli east

District : Mumbai

State : Maharashtra

Phone : 9650201113

Purpose : STAMP DUTY FOR EXECUTION AND REGISTRATION OF DEVELOPMENT AGREEMENT

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

Development Agreement

Stamp no - G0N2017 I 606

Date - 14/09/2017

Amount - 5,34,94,000

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory

GODREJ HIGHVIEW LLP

ATTESTED

सब साक्षर  
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12/9/17

Authorised Signatory

फोटो स्टेट प्रति मुताबिक असल है।

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब तहसील साहना	गांव/शहर Dhunela
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 1,069,880,000.00 रुपये	कुलस्टाम्प ड्यूटी की राशि 53,494,000.00 रुपये
E-Stamp स्टाम्प न. g0n2017i606	स्टाम्प की राशि 53,494,000.00 रुपये
रजिस्ट्रेशन फीम की राशि 15,000.00 रुपये	DFC: JGJMIHPOI.
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: C P Adv

Service Charge: 200.00 रुपये

यह प्रलेख आज दिनांक 22/09/2017 दिन शुक्रवार समय 5:21:00PM बजे श्री/श्रीमती/कुमारी Aum Shri Hotels & Resorts Pvt  
 पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी E-3/6, Model Town N Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

उप/संयुक्त पंजीयन अधिकारी  
साहना

श्री Aum Shri Hotels &amp; Resorts Pvt Ltd thru Auth Sign-Sushil Sharma(OTHER)

उपरोक्त पंशकताव श्री/श्रीमती/कुमारी Auth Sign-Saurabh Mohindru दायेंद्वारा हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने  
 सुधक समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रूपये की राशि दायेंद्वार ने मेरे समक्ष पंशकता  
 को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी Braham Prakash Lamberdar पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी Raisina  
 व श्री/श्रीमती/कुमारी Rishabh Mahajan पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी Rakesh Mahajan निवासी Dwarka N Delhi ने की।  
 साक्षी नः 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नः 2 की पहचान करता है।

दिनांक 22/09/2017

उप/संयुक्त पंजीयन अधिकारी  
साहना

यह प्रमाणित किया जाता है कि पंजीकृत बसोका की स्कैन प्रति jamabandi.nic.in पर डाल दी गई है।

उप/संयुक्त पंजीयन अधिकारी  
साहना

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") made and executed at Gurgaon this 22<sup>nd</sup> day of September 2017:

BETWEEN

**AUM SHRI HOTELS AND RESORTS PRIVATE LIMITED**, a company registered under the Companies Act, 1956 having its registered office at E 3/6 Model Town, New Delhi 110009 acting through Mr. Sushil Sharma, duly authorized *vide* its resolution dated 1<sup>st</sup> April, 2014 (hereinafter referred to as "**Land Owner**"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, and permitted assigns) of the **FIRST PART**;

AND

**GODREJ HIGHVIEW LLP** (PAN AAQFG1519A, LLPIN AAH-5060), a limited liability partnership registered under the provisions of the Limited Liability Partnership Act, 2008, having its office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400 079 (hereinafter referred to as the "**LLP**" or the "**Developer**"), through its authorized signatory Mr Saurabh Mohindru *vide* resolution dated 12<sup>th</sup> September, 2017 (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **SECOND PART**:

The Land Owner and the Developer are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

### WHEREAS:

A. The Land Owner has represented to the Developer that:

- (i) The Land Owner is the absolute owner of a contiguous parcel of License land admeasuring 18.744 acres in the revenue estate of village Dhunela and Sohna situated at Sector 33, Sohna, State of Haryana ("**Project Lands**"). The Project Lands are more particularly described in **Schedule-I** hereto and demarcated/delineated on the plan attached as **Schedule-II** hereto.
- (ii) The ownership pattern of the Land Owner on the Project Lands and the details with regard to mutations in the Record of Rights/Revenue Records/ Jamabandi are provided in **Schedule III** hereto. The said details are true, accurate and complete. The Project Lands have been fenced from all sides prior to execution of this Agreement by the Land Owner.
- (iii) The title of the Land Owner in respect of the Project Lands, are clear and marketable, free from any Encumbrance (as defined herein), with absolute and unfettered possessory rights and entitlements. No other person has any right, title or entitlement on the Project Lands of whatsoever nature other than the Land Owner. The Land Owner is recorded as the owner and in possession of the Project Lands in all government records including the Record of Rights (Jamabandi/Mutation/ Khasra Girdawari).
- (iv) The Director General, Town and Country Planning, Haryana ("**DGTCP**") has granted a License bearing No. 01 of 2014 dated 3<sup>rd</sup> January 2014 (the "**License**") to the Land Owner under the Haryana Development and Regulation of Urban Areas Act, 1975 and Rules 1976 for the development of a Group Housing Colony on the Project Lands. The said License is valid and subsisting. There are no facts or circumstances in existence and no events have occurred which may render the License void or voidable, or repudiated or revoked or frustrated, or capable of rescission for any reason whatsoever.
- (v) Land Owner has entered into the Development Agreement on 7<sup>th</sup> November 2014 with Three C Properties Pvt. Ltd. a company registered under the Companies Act, 1956, having its registered office at D 107, Panchsheel Enclave, New Delhi 110017, for development

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorized Signatory

ATTESTED GODREJ HIGHVIEW LLP

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27/9/17

Authorized Signatory

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पेशकर्ता



दावेदार



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उप /सयुक्त पंजीयन अधिकारी

पेशकर्ता

Auth Sign-Sushil Sharma



दावेदार

Auth Sign-Saurabh Mohinc



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Braham Prakash Lamberda



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Rishabh Mahajan





and construction on the Projects Lands duly registered with the Sub- registrar office Sohna vide document no. 4377 dated 7<sup>th</sup> November 2014. Further, in order to give effect to the understanding arrived at between Land Owner and Three C Properties Pvt. Ltd. in the Development Agreement executed between them, the Land Owner has constituted Three C Properties Pvt. Ltd. as its attorney by and under the irrevocable General Power of Attorney dated 7<sup>th</sup> November,2014, duly registered with the Sub- registrar office Sohna vide document no. 62 , dated 7<sup>th</sup> November,2014 and Special Power of Attorney dated 7<sup>th</sup> November,2014 duly registered with the Sub- registrar office Sohna vide document no. 63, 7<sup>th</sup> November,2014. The said Collaboration Agreement, General Power of Attorney and Special Power of Attonery are terminated/ cancelled on 22/9/2017 by execution of Termination/ cancellation Agreement dated 22/9/2017 and Revocation of Power of Attorney(s) dated 22/9/2017 and 22/9/2017.

- (vi) As per the prevailing Regulations / Applicable Laws and the Zoning Approval, the total residential FAR permissible to be utilized on the Project Lands as part of the Project (as defined hereinafter) is 1.75 FAR on the land measuring 17.6175 acres which comes out to 13,42,982.025 square feet equivalent to 1,24,766.0744 square meters ("Project FAR"). The density permitted to be utilized on the Project Lands will be as per Applicable Laws ("Project Density").
- (vii) In addition to the License following permissions, sanctions, approvals for development of the group housing colony on the Project Lands have been obtained by the Land Owner and original and/or certified copy(s) of which is handed over to the Developer by the Land Owner hereof:
- Zoning Plan approved by The Director General, Town & Country Planning, Haryana vide DRG No. DG TCP 4540 dated 06.01.2014;
  - Building Plans have been Approved by The Director General, Town & Country Planning, Haryana vide its Memo No. ZP-1017/AD (RA)/2014/26014 dated 11/11/2014.
  - Environment Clearance letter issued by SEIAA, Haryana vide Memo No.SEIAA/HR/2014/870 dated 30.06.2014.
  - ToR Approval issued by SEAC, Haryana vide memo no. F.No. HR/SEAC/154/648 dated 24.02.2016.
  - NOC from HUDA regarding use of sewage treated water for construction purposes issued by Administrator, HUDA, Gurgaon vide letter memo no.829 dated 17.10.2014.
  - Consent from Huda to provide fresh water issued by Executive Engineer, HUDA, Gurgaon vide letter memo. no. 29482 dated 18.02.2014.
  - Assurance for Power Supply from DHBVN vide memo. no. 5618 dated 17.10.2014.
  - NOC from Forest Department by Deputy Conservator of Forest, Gurgaon vide letter memo. no. 2128\_G dated 07.02.2013.
  - Forest and Aravali NOC from Deputy Commissioner, Gurgaon issued vide letter memo. no. 3898/SK2 dated 04.03.2014.
  - AAI clearance vide Memo No. AAI/RHQ/NR/ATM/NOC/2014/349/7832-35 dated 11.09.2014.

B. The Developer has requisite experience and expertise in planning, designing, handling, supervising, construction, raising finance, and marketing of the residential and commercial properties. The Land Owner has, therefore, approached the Developer and are desirous of irrevocably granting and transferring the exclusive Development Rights (as defined herein) to the Developer on the entire Project Lands. Relying upon the disclosures, representation and warranties given by Land Owner hereinabove and contained elsewhere in this Agreement, the Developer has agreed to accept the Development Rights proposed to be granted by the Land Owner subject to the terms and conditions contained herein; and

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorised Signatory

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GODREJ HIGHVIEW LLP

Authorized Signatory


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Reg. No.	Reg. Year	Book No.
2,224	2017-2018	1

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,224 आज दिनांक 22/09/2017 को बही न: 1 जिल्द न: 2,108 के पृष्ठ न: 96 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 1,160 के पृष्ठ सख्या 67 से 69 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहो ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 22/09/2017

  
उप/संबन्धित पंजीयन अधिकारी  
सोहना



- C. The Parties have executed the MoU dated 02 June 2017 for the development of Project and in furtherance of MoU that the Parties are executing this Agreement. Under MoU Developer has paid to Land Owner INR 10,00,000 (Rupees Ten Lacs Only) vide cheque bearing number 000001, dated 30.05.2017, drawn from HDFC Bank as the consideration for the MoU ("MoU Consideration"). The MoU Consideration has been refunded by Land Owner to Developer through RTGS vide UTR No. AXISF17262008996, receipt whereof is acknowledged by Developer.

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

## 1.0 DEFINITIONS, INTERPRETATION AND PURPOSE

- 1.1. Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed in "ANNEXURE A" shall apply throughout this Agreement.

### 1.2. Interpretation :

In this Agreement, unless the contrary intention appears:

- 1.2.1 Any reference to any statute or statutory provision shall include:

- (i) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

- 1.2.2 any reference to the singular shall include the plural and vice-versa;

- 1.2.3 any references to the masculine, the feminine and the neuter shall include each other;

- 1.2.4 any references to a "company" shall include a reference to a body corporate;

- 1.2.5 any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;

- 1.2.6 references to this Agreement or any other Agreement shall be construed as references to this Agreement or that other Agreement as amended, varied, novated, supplemented or replaced from time to time;

- 1.2.7 the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;

- 1.2.8 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;

- 1.2.9 any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;

- 1.2.10 headings to Clauses, parts and paragraphs of Schedules, Annexures and Schedules, Annexures are for convenience only and do not affect the interpretation of this Agreement;

- 1.2.11 "in writing" includes any communication made by letter, fax or e-mail;

- 1.2.12 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;

- 1.2.13 references to a person (or to a word importing a person) shall be construed so as to include:

- 1.2.14 individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);

For AUM SHRI HOTELS & RESORTS PVT. LTD.

Authorized Signatory

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- 1.2.15 references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- 1.2.16 where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- 1.2.17 all the recitals to this Agreement shall form 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.
- 1.2.18 Contents of the Annexures referred in the various clauses of this Agreement shall bear same clause numbering of the Clause in which the relevant Annexure is referred.

**1.3 Purpose:**

- 1.3.1 This Agreement set forth the terms and conditions with respect to the irrevocable grant and transfer of the Development Rights with respect to the Project Lands in favour of the Developer, the nature of the Project to be developed and the rights and obligations of the Parties towards the implementation of the Project.
- 1.3.2 Land Owner agrees and undertakes that it shall from time to time execute all 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, the Land Owner agrees and undertakes to cooperate with the Developer and undertakes not to do anything directly or indirectly which may jeopardize or frustrate the objective of this Agreement.

**2.0 GRANT OF DEVELOPMENT RIGHTS**

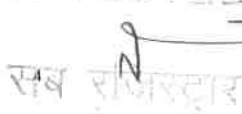
- 2.1 On and from the Effective Date and in accordance with terms of this Agreement, the Land Owner hereby grants and transfers irrevocable and exclusive Development Rights in respect of the Project Lands to the Developer. The Project shall be implemented / developed and driven by the Developer including but not limited to the quality, cost, design, layout, aesthetics, Marketing etc. in accordance with the terms of this Agreement and Applicable Laws. The Land Owner and the Developer shall comply with their respective responsibilities, obligations, covenants and warranties as specified in this Agreement. The Parties have entered into this Agreement relying upon each other's representations, warranties and assurances as set forth in this Agreement.
- 2.2 The Land Owner has handed over the possession of Project Lands to the Developer simultaneously with execution of this Agreement for the purposes of development of the Project by exercising the Development Rights. The Land Owner agrees and confirms that on and from the Effective Date, the Developer shall have the unfettered right to enter upon the Project Lands directly or through its associates, nominees, agents, architects, consultants, representatives, contractors, and/ or partners, to do all such acts and deeds required and/or necessary for exercising the Development Rights and for the implementation and development of the Project on the Project Lands in accordance with this Agreement and Applicable Laws.
- 2.3 Simultaneously with the execution of this Agreement, the Land Owner has also executed and cause to be registered a separate irrevocable general power of attorney in favour of the Developer (the "GPA") in respect of the Project Lands, so as to enable the Developer to perform all its obligations and utilise all its entitlements / benefits / rights as stated under this Agreement including to sign the allotment and transfer documents in favour of Purchasers in accordance with the terms of this Agreement. The Developer shall be entitled to appoint one or more substitutes or its authorised representatives under / through the GPA for the exercise of any or all of the powers and authorities there under in favour of its permitted nominee(s). The Land Owner agrees and undertakes that the GPA shall be irrevocable and shall not be cancelled, revoked or modified in any manner.
- 2.4 The Parties agree that if the relevant Governmental Authorities allow any additional Project FAR on the Project Lands, then, the decision to take the benefit of the same on the Project shall be at the sole discretion of the Developer. In case the Developer decides to utilise the Additional Project FAR, then the same shall be developed, constructed and sold on the same terms and conditions as

For AUM SHRI HOTELS & RESORTS PVT. LTD.



Authorised Signatory

ATTESTED GODREJ HIGHVIEW LLP



Authorised Signatory

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provided in this Agreement and all revenues generated shall be shared in the same proportion as provided under this Agreement. It is also agreed that the Developer shall not be required to pay any additional security deposit to the Land Owner for reasons of addition of such additional Project FAR.

- 2.5 The Parties agree that the Developer shall be entitled to full exploitation of the entire Project FAR and the Project Density. In the event the Developer is unable to entirely exploit the said Project FAR and / or the Project Density as the Project FAR and/or Project Density is reduced by more than 20% due to height restrictions, government restrictions, government norms, then the Developer shall have the right to determine the future course of action and/or to terminate this Agreement in manner set out Clause 12 of this Agreement.

### 3.0 CONDITIONS SUBSEQUENT

- 3.1 The Land Owner shall, at their own costs and expenses, comply with the following to the satisfaction of the Developer obtain the final approval from DGTCP under memo no. PF-51 A/ 2015/ 2708 dated 18.02.2015 (BIP Policy) within 60 days from the Effective Date ("Final CoD Approval").

### 4.0 CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

#### 4.1 Construction

- 4.1.1 The Project shall be constructed and developed by the Developer at its own costs and expenses by utilizing the entire Project FAR and the Project Density. The Project shall be implemented /developed and driven by the Developer. The quality, cost, design, layout, aesthetics, landscaping, architecture, implementation, Marketing etc. of the Project shall be at the sole discretion and expertise of the Developer, without any consultation with the Land Owner,
- 4.1.2 The Developer shall be entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons.
- 4.1.3 The landscaping, architecture, construction, design, implementation etc. including the calculation of super built up area/carpet area and Saleable Area of the Project shall be at the sole discretion and expertise of the Developer, without any consultation with the Land Owner.
- 4.1.4 The Developer shall be entitled to construct amenities on the Project Lands such as club, shops, and other general facilities, as may be deemed appropriate by the Developer in accordance with Applicable Laws. The Developer may construct such amenities by utilizing a portion of the Project FAR, as may be deemed appropriate by the Developer in accordance with its design and in accordance with Applicable Laws.

### 5.0 APPROVALS

#### 5.1 Land Owner Approvals

Subject to Clauses 5.1.2, 5.2, and "Act of God", the Land Owner shall, at its own cost and expenses, obtain and maintain all Land Owner's approvals as set out in Annexure C ("Land Owner's Approvals") within the period stipulated therein., Land owner shall ensure that all the approvals set out in Annexure C are valid and subsisting till the Completion of the Project in accordance with Applicable Law, provided however, the Developer is not in breach of terms of such approvals applicable to the Developer.

- 5.1.1 All statutory cost to be paid for such Approvals will be reimbursed by the Developer to the Land Owner. The Land Owner shall comply with all requirement / conditions stipulated under Land Owner's Approval, other applicable documents and the Applicable Laws. All subsequent renewal of the said Land Owner's Approvals shall be obtained by the Developer on or before expiry of the

For AUM SHRI HOTELS & RESORTS PVT. LTD.



Authorised Signatory

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मुंबई  
27/9/17



Authorised Signatory

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same till the time the entire rights, entitlements and obligations of the Developer under this Agreement are utilized and implemented to the satisfaction of the Developer.

5.1.2 All the compliances to be made in furtherance of the Land Owner's Approvals shall be fulfilled by the Developer.

5.2 In the event the Land Owner fails to obtain any of the Land Owner's Approvals within such timelines as provided in Annexure C, then the Developer may at its sole discretion choose to either (i) grant an extension to Land Owner (ii) take steps itself (however without any obligation) to perform such obligations of the Land Owner.

In both situations, paid portion of the Refundable Deposit, if any, shall become interest bearing @ 18% per annum (compound interest) and the said interest shall be payable by the Land Owner from the date the obligation of the Land Owner were agreed to have been complied with as per this Agreement and till the time the said obligation has been performed by the Land Owner or the Developer, as the case may be. The said interest shall be payable every month by the Land Owner to the Developer. It is hereby clarified that the option available to the Developer under this clause shall in no manner deem to be an obligation on the Developer to undertake the aforesaid activities or deem to relieve the Land Owner from its obligations to obtain the Land Owner's Approval.

Notwithstanding anything to the contrary provided in this Clause 5.2, in the event the Parties discover at any stage that Approvals listed out in Annexure C is inadequate and/or non-exhaustive to Launch the Project ("Deficient Approvals"), the Developer shall notify in writing to the Land Owner and the Land Owner shall have 90 days from the date of which written notification to procure such Deficient Approvals and this 90 days period shall be extended to the timeline agreed between the Parties in Annexure C and in other case during this 90 days no interest will be charged on the Interest free Refundable Security Deposit.

Provided however, in the event any Governmental Authority prescribes any new approval(s) that has not been previously prescribed by any Governmental Authority for the Launch and not prescribed in Annexure C attached hereto ("Unforeseen Approval"), the time period that the Land Owner consumes to procure such Unforeseen Approval shall be deemed as an exclusion period for the purpose of calculating the time period prescribed in Annexure C and this 90 days period for Deficient Approvals. To clarify, the Land Owner shall not be required to pay interest on the Interest Free Refundable Deposit.

5.3 **Project Approvals -**

All Approvals that may be required to be obtained during the construction process i.e. after the RERA Approval and the occupation certificates, completion certificate, etc. that may be required upon Completion of construction of the Project in part or in full shall be obtained by the Developer.

5.4 **Renewal and extension of Approvals -**

5.4.1 Renewal / extension of any of the Land Owner's Approvals shall be obtained and all conditions therein shall be fulfilled by the Developer from the relevant Government Authority on or before expiry of the said Approval.

5.4.2 Renewal / extension of any of the Project Approvals shall be obtained by the Developer from the relevant Government Authority on or before expiry of the said Approval.

5.5 **Modifications / amendments -**

In the event the Developer requires modifications / amendments to any of the Land Owner's Approvals / Project Approvals in respect of the Project, the same shall be obtained by the Developer. It is clarified that the decision to require any modification / amendment to the Approvals and the nature / extent of such modifications / amendments shall be the decision of the Developer alone. The Developer shall notify the Land Owner about such amendments within 60 days from the date of such application

5.6 **Sharing of documents -**

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During the stipulated time period required to obtain the Approvals / sanctions as mentioned above, the Land Owner shall furnish to the Developer all documents and information at regular intervals as the Developer may require for ascertaining the status and progress of grant of the said Approvals/sanctions within 7(seven) days of the Developer requesting for the same. The Developer shall furnish to the Land Owner copies of all documents and information as the Land Owner may require from time to time. The Land Owner and the Developer shall act in good earnest and take all possible steps and measures to obtain the Approvals above within the timelines as stated in this Clause 5.1.1 above.

- 5.7 The Land Owner shall be responsible to file all applications, undertakings, documents, and submit all affidavits required towards obtaining the Land Owner's Approvals. It is agreed that the Developer shall prepare/ draft and provide to the Land Owner all such applications, undertakings, documents, affidavits etc. that are required to be submitted to the Government Authorities for obtaining such Land Owner's Approvals and shall execute, sign, verify and produce such documents as may be required for obtaining Land Owner Approvals.
- 5.8 The Land Owner undertakes to sign all application, undertakings, documents, affidavits, etc. as may be required by the Governmental Authorities from time to time in connection with obtainment/renewal/modifications of the Approvals and the Land Owner undertake to provide all such support as may be required by the Developer in connection with obtainment/renewal/modifications of the Approvals. The Developer shall be responsible for filing all applications, undertakings, documents and submitting all affidavits required towards obtaining the Project Approvals and renewals/ modifications.
- 5.9 All bank guarantees that were to be provided to the Governmental Authorities relating to the Approvals before execution of this Agreement have been provided by the Land Owner. Any bank guarantee that may be required post execution of this Agreement in respect of the Project shall be provided by the Developer. However, any additional bank guarantee required to be issued in furtherance to the bank guarantee furnished by the Land Owner towards EDC to DGTCP, the same shall be provided and maintained by the Land Owner.
- 5.10 The Parties agree that any statutory cost incurred towards Deficient Approvals shall be reimbursed by the Developer to the Land Owner and the Developer shall execute, sign, verify and produce such documents as may be required for obtaining such approvals.
- 5.11 In case the Approvals as mentioned in **Annexure C** could not be obtained by Land Owner due to Governmental Authorities not granting the same to any builder in Sohna then the timelines as provided in **Annexure C** shall be deemed to be extended on day to day basis till the authorities start issuing such permissions/sanctions/ approvals. Once the authorities start issuing such permissions/sanctions/ approvals the timelines as provided in **Annexure C** shall get restored/ reactive. In such event no interest on paid portion of Refundable Security Deposit will be payable by Land Owner to Developer on this account.

#### 6.0 PROJECT FINANCE AND MORTGAGE –

- 6.1 To facilitate the construction/ development of the Project and all other costs, expenses and payments to be made or incurred by the Developer relating to the Project / Project Lands, the Developer is entitled to raise funding / construction finance. The Developer shall be entitled to create mortgage and / or create a charge on the Project Lands and on the current and future constructed area in the same by way of a mortgage by deposit of title deeds or any other sort of mortgage / charge. The Developer shall remain solely liable and responsible to discharge and satisfy the said funding / construction finance. The Developer shall 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 (as contemplated in this clause) on the Project Lands including to deposit / handover the original title documents of the Project Lands, as may be required, for itself and on behalf of the Land Owner, if need be and the Developer shall share the documents with the Land Owner for project finance or loan. The Land Owner also undertake that necessary authorizations shall be provided to the Developer in this regard under the GPA. The Land Owner undertake to sign, execute

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and deliver all such agreements, deeds, declaration, no objection etc. and all such documents and 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) on the Project Lands, forthwith on being requested by the Developer and also make requisite filings of the charge with the Registrar of Companies. It is agreed that the entitlement of the Developer to mortgage / create charge on the Project Lands in the manner stated above shall be absolute and without the requirement of any permission/approval/consent of the Land Owner. The loan amount to be taken by the Developer shall be utilised for the construction/development of this Project only.

6.2 In the event the Developer is unable to raise construction finance for the Project because of Title Risk then the Developer shall charge interest at the rate of 18% per annum on the paid portion of Refundable Security Deposit from the date of assessment of such inability till the resolution of such Title Risk.

6.3 All original title documents in respect of the Project Lands (listed in **Schedule IV** hereto) have been deposited by the Land Owner to the Developer that shall be kept in a in a bank locker jointly operated by the Parties. Originals of all approvals and sanctions for construction / development obtained from time to time shall, however, be held by the Developer and shall be deposited by the Land Owner with the Developer. The Developer shall hold such approvals and sanctions (itself or through its Partner), till such time as required by it and thereafter hand over the original documents to the Common Organisation in the Project or deal with it in a manner as required under the then Applicable Laws. To secure the Refundable Security Deposit, the Developer shall create mortgage, charge, and/or security interest on the Projects Lands as it may deem appropriate including registration of charge in accordance with the provisions of the Companies Act, 2013. Upon the recovery of the Refundable Security Deposit, the charge created herein by the Developer shall be removed.

6.4 The Developer shall be responsible to fulfil all obligations and repay 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 make best efforts to repay all such amounts prior to such lending banks/financial institutions/entities enforcing the mortgage of the Project Lands.

7.0 **MARKETING, BRANDING AND ALLOTMENT / SALE / LEASE OF THE SALEABLE AREA**

7.1 The Parties agree that the Developer shall have the exclusive rights / entitlement of Marketing the Project. The entire Saleable Area of the Project shall be marketed and sold / leased / licensed by the Developer alone. The Parties agree that all decisions regarding the Marketing (including branding, pricing, sales, product mix) and all other decisions pertaining to the Project shall be taken by the Developer alone. It is agreed and understood that the Land Owner shall not market and sell any part of the Saleable Area in the Project. All sale / lease / transfer shall be made by or routed through the Developer. In case the Land Owner fails to adhere or breaches the condition stipulated in this clause, it shall be liable to pay a sum of Rs.500/- Per Square Feet of Saleable Area as and by way of liquidated damages to the Developer which shall be recovered from the Land Owner's Entitlement. Till the time the entire liquidated damages payable to the Developer is fully recovered, the Land Owner shall not be entitled to receive Land Owner's Entitlement.

7.2 The Developer shall be entitled to select and finalise a Project name as deemed appropriate by it at its sole discretion. The Project shall be promoted under the brand name as decided by the Developer. The logos as nominated by the Developer only shall appear in all the Marketing and sales collaterals, signboards, billboards, promotional materials, brochures, agreements and allotment documents to be executed with the prospective purchasers and all correspondences with such Purchasers of the Saleable Area. However, the Developer shall ensure that the Land Owner name and logo, namely "Value Homz", shall be used in all advertisements and marketing collaterals that shall be of same importance and prominence as that of the Developer.

7.3 The Developer shall be entitled to launch and Market/sell / transfer / lease the Saleable Area under

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the Project in such phase(s) as the Developer deems fit and appropriate.

- 7.4 The Developer shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by / with the Purchasers for the entire Saleable Area at the Project, including but not limited to Marketing brochure / prospectus, application forms, provisional / final allotment letters, apartment /unit buyer agreements, sale / conveyance deeds /lease deeds, maintenance agreements and others as the Developer may consider appropriate. The Developer shall be free to solely and exclusively negotiate and finalize the terms of all such sales, leases and licenses with the Purchasers.
- 7.5 All advertisement rights shall vest absolutely with the Developer including its timing, format etc. The design of all Marketing and selling materials will be at the discretion of the Developer and contents of all advertisement / Marketing materials shall be in consonance of all Applicable Laws. The layout of the components of the advertisement / Marketing materials etc. shall be in such formats as may be decided by the Developer.
- 7.6 The Parties hereto agree that only the Developer's (or any of its Affiliates as deemed appropriate by the Developer) contact details (address, phone numbers etc.) would appear on all Marketing and selling materials.
- 7.7 All Purchaser related documentation with respect to the Saleable Area shall be prepared / drafted by Developer. The Developer shall be entitled to sign / execute / issue the same for itself and on behalf of the Land Owner (deriving authorization through GPA). In the said Purchaser documentation, the Developer shall be entitled to provide on behalf of the Land Owner all such representations to the Purchasers that have been represented by the Land Owner to the Developer under this Agreement and any other agreement executed between the Parties in relation to the Project.
- 7.8 In the event the Developer requires the Land Owner to execute the sale/lease deed or any other document with respect to Saleable Area in favour of Purchaser(s), then the Land Owner shall execute the same forthwith upon receiving intimation in this regard from the Developer.

#### 8.0 REFUNDABLE SECURITY DEPOSIT

- 8.1 The Developer shall pay to Land Owner refundable security deposit of Rs. 50,00,00,000/- (Rupees Fifty Crore Only) to the Land Owner ("Refundable Security Deposit") in the manner set out in "Annexure D" that shall be adjusted in the manner set out in Annexure D. The Parties agree that a portion of the Refundable Security Deposit, amounting to INR 15,00,00,000 (Rupees Fifteen Crore Only) shall be interest bearing ("Interest Bearing Refundable Security Deposit") at the rate of 18% p.a. from the date of payment, while remaining portion of the Refundable Security Deposit, amounting to INR 35,00,00,000 (Rupees Thirty Five Crore Only) shall be non-interest bearing ("Interest free Refundable Security Deposit"). To clarify, Interest Bearing Refundable Security Deposit shall be paid subsequent to the Interest Free Security Deposit. It is agreed that the Developer shall deduct INR 2,70,00,000 (Rupees Two Crores Seventy Lakhs Only) at the time of giving the Interest Bearing Refundable Security Deposit towards one (1) year advance interest on Interest Bearing Refundable Security Deposit.

In the event the Project FAR is reduced beyond 5% and not more than 20%, the amount of this Refundable Security Deposit shall stand reduced on the pro rata basis.

- 8.2 The Developer shall be entitled to create mortgage, security interest, or charge on the Project Land for the purpose of securing Refundable Security Deposit. The Developer shall remove its charge upon recovery of Refundable Security Deposit.

#### 9.0 REVENUE SHARE

The sharing of Revenue shall be as per the terms as set out in "Annexure E"

FOR AUM SHRI HOTELS & RESORTS PVT. LTD.



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## 10.0 MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS OF THE PARTIES

Mutual understanding, covenants and obligations of the Parties shall be as set out in "ANNEXURE F". Parties shall be liable and responsible for all of its covenants and obligations stated under this Agreement.

## 11.0 REPRESENTATION AND WARRANTIES

Representations and Warranties of the Parties shall be as set out in "ANNEXURE -G". Parties shall be liable and responsible for all of its representations and warranties stated under this Agreement.

## 12. TERMINATION

This Agreement may be terminated by the Parties in the event and in the manner set out in in "ANNEXURE "H".

## 13. INDEMNITY

13.1 Without prejudice to the rights of the Developer under any other provision of this Agreement or any other remedy available to the Developer under law or equity, the Land Owner shall indemnify, keep indemnified, defend and hold harmless the Developer, against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty of the Land Owner contained in this Agreement; (ii) any breach of or non-compliance with any covenant or obligation or any other term of this Agreement, and (iii) any claims, demands, suits, litigation and proceedings of any nature by any third party arising out of any previous agreements, arrangements or understanding in respect of the Project Lands prior to the Effective Date (iv) any impediment on the Project Lands and the Development Rights vesting in favour of the Developer, and (iv) any Encumbrance, claims, demands, suits, litigation and proceedings of any nature in respect of Project Lands or grant of Development Rights to the Developer pursuant to this Agreement or any Title Risk Approval Risk or Policy Risk emanating on the Project / the Project Lands;

13.2 Without prejudice to the rights of the Land Owner under any other provision of this Agreement or any other remedy available to the Land Owner under law or equity, the Developer shall indemnify, keep indemnified, defend and hold harmless the Land Owner and its directors, officers, employees and agents against any and all damages, losses, liabilities, obligations, claims of any kind, interest or expenses (including reasonable legal fees and other costs arising out of any judicial or other proceedings or otherwise) claimed against them arising out of breach of obligations of this Agreement by the Developer due to gross negligence and wilful default of the Developer provided that the same is not attributable to any act or omission on the part of the Land Owner, or which may arise in connection with (i) any misrepresentation or any breach of any representation or warranty of the Developer contained in this Agreement; (ii) any breach of or non-compliance with any covenant or obligation or any other term of this Agreement, and (iii) any claims, demands, suits, litigation and proceedings of any nature by any third party arising out of any agreements, arrangements or understanding in respect of the Project Lands after the Effective Date.

## 14. JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Agreement shall be governed by, and construed in accordance with the laws of India.

14.2 This Agreement shall be binding upon the Parties and be governed by and construed in accordance with the laws of India and courts in Gurgaon shall have exclusive jurisdiction in respect of all matters connected to or arising out of this Agreement.

14.3 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement,

For AUM SHRI HOTELS & RESORTS PVT. LTD.



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ATTESTED BY DREJ HIGHVIEW LLP

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including any questions regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Party shall attempt to first resolve such dispute or claim through discussions between managers or representatives of the disputing the Parties.

- 14.4 If the dispute is not resolved through such discussions within 15 days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 14.5 The seat and venue of arbitration shall be at Gurgaon and the language of the arbitration proceedings shall be English.
- 14.6 The arbitral tribunal shall consist of 3 (three) arbitrators, wherein one arbitrator shall be appointed by the Land Owner and one arbitrator shall be appointed by the Developer and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral tribunal.
- 14.7 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 14.8 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding, appointment of their counsels/arbitrators, and any cost with respect to setting up of such arbitral tribunal.
- 14.9 While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 14.10 Any decision of the arbitral tribunal shall be final and binding on the Parties.
- 14.11 The Parties agree that the Courts at Gurgaon will have exclusive jurisdiction in respect of matters for which reference to courts is permitted in accordance with the Arbitration and Conciliation Act, 1996.

## 15. NOTICE

- 15.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by personal delivery or by sending the same by courier or by email addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

(a) **If to the Land Owner :**

Address: M/s Aum Shri Hotels and Resorts,  
SCO-18, Leisure Valley Road, Gurgaon, Haryana 122001  
Attn: Mr Sushil Sharma  
E-mail: [ashwani@valuehomzgroup.com](mailto:ashwani@valuehomzgroup.com); [sushil@valuehomzgroup.com](mailto:sushil@valuehomzgroup.com)  
[33southhills@valuehomzgroup.com](mailto:33southhills@valuehomzgroup.com)

For AUM SHRI HOTELS & RESORTS PVT. LTD.

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(b) **If to the Developer:**

Address: Godrej One, 5th Floor,  
Pirojshanagar, Eastern Express Highway,  
Vikhroli (East), Mumbai- 400 079

GODREJ HIGHWILW LLP

Authorized Signatory

Plot Number 35, UM House, 2<sup>nd</sup> Floor, Sector 44, Gurgaon 122002, Haryana

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कोई स्टेट प्रॉपर्टी मुक्तविक्रय अखंड है

Attn: Vikas Singhal  
E-mail: [vikas.singhal@godrejproperties.com](mailto:vikas.singhal@godrejproperties.com); [notice@godrejproperties.com](mailto:notice@godrejproperties.com)

## 16.0 CONFIDENTIALITY

This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement shall be confidential to them and shall not be disclosed to any third party. The Parties shall hold in strictest confidence and shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its Affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (a) is disclosed with the prior written consent of the Party who supplied the information;
- (b) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (c) is required to be disclosed by a Party or its Affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its Affiliate;
- (d) any third party can ascertain independently on account of this Agreement or the GPA being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (e) the Developer/ its partners, who possess the Developer's Entitlement may have to disclose to any of its shareholders, investors, Affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Laws, including but not limited to the listing regulations of Stock Exchange Board of India;
- (f) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (g) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

## 17.0 GENERAL

### 17.1 No Partnership

Nothing contained in this Agreement shall constitute or be deemed to constitute an agency or partnership or association of persons for and on behalf of any other Party. This Agreement is executed on principal to principal basis and Parties under this Agreement shall be bound for their distinct responsibilities, rights, liabilities and obligations.

### 17.2 Variation

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

For AUM SHRI HOTELS & RESORTS PVT. LTD.



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17.3 **Assignment**

Unless otherwise provided in this Agreement, neither Party may assign any or all its rights under this Agreement without a prior written consent from the other Parties except for the Developer who shall be entitled to assign its rights under this Agreement to same to any of its Affiliates.

17.4 **Waiver**

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

17.5 **Force Majeure**

If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer has no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavours, to re-commence its affected operations in order for it to perform its obligations. The Developer shall not be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be deemed to be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

The Parties agree that upon occurrence of any event of Force Majeure the Developer shall communicate to the Land Owner within 7 days of the first time of knowledge of such event.

17.6 **Successors and Assigns**

This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

17.7 **Further Acts**

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such approvals.

17.8 **Authorization**

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the Parties for whom they are signing.

17.9 **Conflict**

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Project Lands or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

17.10 **Survival**

(a) The provisions of this Clause 11 (Representations and Warranties), Clause 8 (Refundable Security Deposit), Clause 13 (Indemnity), Clause 14 (Governing Law and Dispute Resolution), Clause 15 (Notice), and Clause 16 (Confidentiality) shall survive the termination of this Agreement.

(b) Any termination as mentioned above shall not affect the accrued rights of the Parties hereunder.

For AUM SHRI HOTELS & RESORTS PVT. LTD.



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GODREJ HIGHVIEW LLP

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**17.11 Specific Performance of Obligations**

The Parties to this Agreement agree that, to the extent permitted under Applicable Laws, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may 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 compensation payable in damages shall 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.

**17.12 Tax Liabilities**

The Parties shall be responsible to bear their respective liabilities for income tax, as may be applicable and levied on their shares and entitlements under this Agreement.

**17.13 Stamp Duty and Registration**

The stamp duty and registration fee if any applicable on this Agreement and the GPA shall be borne and paid by the Developer.

  
Agreed Signatory

  
Agreed Signatory

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IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.


AUM SHRI HOTELS AND RESORTS  
PRIVATE LIMITED,  
AUM SHRI HOTELS & RESORTS PVT. LTD.


GODREJ HIGHVIEW LLP

  
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Authorized Signatory  
(Authorised Signatory)


  
\_\_\_\_\_  
(Authorised Signatory)

Witnessed by:

  
1. Ramhopal Mittal  
703, Rainbow Apts.  
Sector-43, Gurgaon.

2.   
RISHABH MAHAJAN  
481, SHRI NIKETAN CGHS,  
PLOT-1, SECTOR-7, DWARKA  
DELHI - 110075

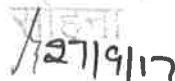


Drafted by   
C.P. Batheja Adv.  
Gurugram

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