

9010

Non Judicial

**Indian-Non Judicial Stamp  
Haryana Government**

Date : 16/12/2023

Certificate No. G0P2023L2941

GRN No. 110272315

Stamp Duty Paid : ₹ 4843500

Penalty : ₹ 0

**Seller / First Party Detail**

Name: **Maninder singh**

H.No/Floor: **Na** Sector/Ward: **Na** LandMark: **Bichali gali daultabad**

City/Village: **Gurugram** District: **Gurugram** State: **Haryana**

Phone: **94\*\*\*\*\*25** Others: **Prem singh**

**Buyer / Second Party Detail**

Name: **Gganbu land Private limited**

H.No/Floor: **C/50/31** Sector/Ward: **Na** LandMark: **Sushant lok 2**

City/Village: **Gurugram** District: **Gurugram** State: **Haryana**

Phone: **99\*\*\*\*\*72**

Purpose: **Development Agreement**

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

**THE SEAL OF  
THE SUB  
REGISTRAR  
HARYANA**

THIS JOINT DEVELOPMENT AGREEMENT ("Agreement") is made at Gurugram on this 18<sup>th</sup> day of Dec, 2023;

BY & BETWEEN:

**I. PARTIES**

**Mr. Maninder Singh (Pan No. EXHPS1605H & Aadhaar No. 8752-3964-4058)**

S/o Sh. Ramesh Kumar

R/o BichaliGali, Daultabad, Gurugram, Haryana-122006

And

**Mr. Prem Singh (Pan No. HHQPS2707N& Aadhaar No. 2913-2998-0479)**

S/o Sh. Rati Ram

R/o House No. 65, Vikas Nagar, Bhiwani, Haryana-127021

3

Land Owners	Developer
<i>Prem Singh Manindersingh</i>	For GGANBU LAND PRIVATE LIMITED
	<i>(Signature)</i>

Authorised Signatory

प्रलेख न:9010

दिनांक:18-12-2023

डीड संबंधी विवरण

डीड का नाम  
AGREEMENT

COLLABORATION

तहसील/सब-तहसील हरसरु

गांव/शहर

हुड्डा के सैक्टर

धन संबंधी विवरण

राशि 242155984 रुपये

स्टाम्प ड्यूटी की राशि 4843119.5 रुपये

स्टाम्प नं : g0p202312941

स्टाम्प की राशि 4843500 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:110638136

पेस्टिंग शुल्क 0 रुपये

Drafted By: ANUJ GUPTA ADV

Service Charge:0

यह प्रलेख आज दिनांक 18-12-2023 दिन सोमवार समय 12:35:00 PM बजे श्री/श्रीमती /कुमारी  
MANINDER SINGH पुत्र RAMESH KUMAR PREM SINGH पुत्र RATI RAM निवास H O 65 VIKAS NAGAR BHIWANI  
HR द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

Maninder Singh  
Prem Singh

हस्ताक्षर प्रस्तुतकर्ता  
MANINDER SINGH PREM SINGH

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी GGANBU LAND PRIVATE LIMITED thru MUSOLANIOTHER हाजिर है । प्रतुत  
प्रलेख के तथ्यों को दोनों पक्षों  
ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SHIV KUMAR पिता NATHU SINGH  
निवासी ADV GGM व श्री/श्रीमती /कुमारी MANOJ पिता ARJUN DASS  
निवासी ADV GGM ने की ।  
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।



उप/संयुक्त पंजीयन अधिकारी (हरसरु)

(hereinafter referred to as the "**Land Owners**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its subsidiaries, associate companies, related parties, successors, representatives and permitted assigns) of the **FIRST PART**;

AND

**GGANBU LAND PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013, having corporate identification number U70109HR2021PTC100271 and having its registered office at H NO C 50 3RD Floor Sushant Lok 2 Gurugram Haryana 122011 , acting through its authorised signatory, **Mr. Musolani**, S/o Mr. Jagbir Singh, duly authorized vide Board Resolution dated 17.11.2023, (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its subsidiaries, associate companies, related parties, successors, representatives and permitted assigns) of the **SECOND PART**.


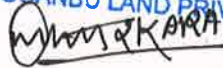
The **Land Owners** and the **Developer** may hereinafter individually be referred to as the "**Party**" and collectively as the "**Parties**".

## II. RECITALS

### WHEREAS

- A. The Land Owners represent that they are the joint, absolute and lawful owners and are in peaceful, vacant physical possession of commercial pocket area measuring 2499.65 sqm (0.618 acre) forming part of affordable residential plotted colony under Deen Dayal Jan Awas Yojna of Lic. No 33 of 2023 dated 16.02.2023 area 4.30625 acre addition in License No.108 of 2022 dated 05.08.2022 area 11.39375 acre, total area 15.70 acre in sector-93 Gurugram under the Master Plan of Gurgaon Manesar Urban Complex 2031(hereinafter referred to as the "**Project Land**"), as more particularly described in the **Schedule I** written hereto and highlighted in the Plan annexed therein.
- B. The Landowners further represent that they have lawfully acquired and purchased the Project Land from ORA LAND & HOUSING PRIVATE LIMITED (CIN No. U45200DL8PTC182068)(hereinafter referred to as the "**Original Landowners**") under a conveyance deed

4

Land Owners	Developer
	 For GGANBU LAND PRIVATE LIMITED

Authorised Signatory

Reg. No.

Reg. Year

Book No.

9010

2023-2024

1



पेशकर्ता



दावेदार



गवाह

उप/सयुक्त पंजीयन अधिकारी  
हरसरु

पेशकर्ता :- Maninder Singh  
MANINDER SINGH PREM SINGH Prem Singh

दावेदार :- thru MUSOLANIO THERGGANBU LAND PRIVATE  
LIMITED Manoj Kumar

गवाह 1 :- SHIV KUMAR

गवाह 2 :- MANOJ Manoj

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 9010 आज दिनांक 18-12-2023 को बही नं 1 जिल्द नं 72 के पृष्ठ नं 193 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1596 के पृष्ठ संख्या 11 से 13 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 18-12-2023



उप/सयुक्त पंजीयन अधिकारी हरसरु



duly registered as on dated 28<sup>th</sup> July 2023 vide registration No. 3203 at Sub-Tehsil Harsaru Gurugram for an area admeasuring 2472.15 sq. mtr and additional conveyance deed dated \_\_\_\_\_ vide registration no. \_\_\_\_\_ for an area admeasuring 27.50 sq. Mtr. at Sub-Tehsil Harsaru Gurugram. The Landowners have further represented that they shall bear full and complete responsibility for obtaining any necessary No Objection Certificates (NOCs), approvals, permissions, or consents that may be required from the Original Land owner and vendor or any other relevant parties in connection with the development of the project. This includes, but is not limited to, all approvals pertaining to land use, zoning, environmental compliance, and adherence to any pre-existing covenants, agreements, or stipulations that may have been part of the original conveyance deed.

- C. The Land Owners have further represented and assured to the Developer that the Project Land is free from all claims, demands, charges, liens, mortgages, actions, litigations, and encumbrances in the nature of sale, agreement to sell, lease, sub-lease, any deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, or any other interest held by a third party of any kind whatsoever ("**Encumbrances**") and is absolutely and exclusively the property of the Land Owners and no third party has any right, charge, title or interest in the same.
- D. The Land owners have represented that the Original Land owner has obtained all necessary licenses and approvals, including license no. 108 of 2022 dated 05.08.2022 and license no. 33 of 2023 dated 16.02.2023 and Layout plan/Drawing No. 9015 of 15.7 acres approved dated 16.02.2023, for the development of a residential plotted colony known as 'Aanandam Ora' and the project land is the commercial area of the said colony.
- E. The Land Owners represent that they are desirous of setting up a commercial project on the Project Land (hereinafter referred to as the "**Project**").
- F. The Developer is engaged in the business of real estate development and has the expertise, resources, and infrastructure to develop real

Land Owners	Developer For GGANBU LAND PRIVATE LIMITED
	
	Authorised Signatory

estate projects. The Developer has been approached by the Land Owners to plan, design, and develop the Project on the Project Land along with other related facilities and amenities thereon at its sole cost and expense. The Land Owners have assured that the the Developer shall be fully authorized to undertake and manage the development as per the terms of this development agreement.

- G. Land Owners have further represented and assured to Developer that they are the joint and absolute owner of the Project Land and there does not exist any fact or circumstance whatsoever as could inhibit, prohibit, impede, restrict, injunct, or delay the grant to the Developer by the Land Owners the right to develop, construct, transfer or sell the Project over the Project Land in terms of this Agreement.
- H. The Land Owners and the Developer have arrived at an understanding with respect to the development of the Project Land in terms of which the Developer shall acquire the Development Rights (defined at Article1 hereinafter) of the Project Land and undertake the construction and development of the Project. Based on the representations, warranties, promises and declarations of the Land Owners, the Parties now enter into this Agreement to record the various terms and conditions mutually agreed to between the Parties for construction, development, marketing and sale of the Project.

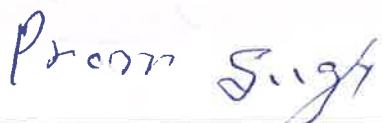
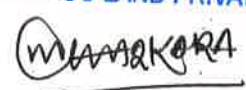
**NOW THEREFORE, IN LIEU OF THE MUTUAL AND RECIPROCAL PROMISES MADE BY THE PARTIES TO EACH OTHER AND FOR GOOD, VALUABLE, AND LAWFUL CONSIDERATION, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### III. COVENANTS

#### ARTICLE I GRANT OF DEVELOPMENT RIGHTS AND CONSTRUCTION

- 1.1 In lieu of the consideration as agreed under this Agreement, the Land Owners hereby irrevocably grant, transfer and assign to the Developer, the exclusive rights and attendant title and interest, authority and entitlements as follows ("**Development Rights**"):

6

Land Owners 	Developer For GGANBU LAND PRIVATE LIMITED 
--	---

Authorised Signatory

Navinder Singh

- (i) to enter upon, and take sole and exclusive possession and control of the Project Land for construction and development of the Project thereon;
- (ii) to implement, design, construct and develop the Project on the Project Land and carry out all other necessary and ancillary activities in relation thereto;
- (iii) to make applications to the concerned governmental authority(s) or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority and shall include but not be limited to the DTCP ("**Governmental Authority**"), in respect of and to carry out all the infrastructure and related work or constructions for the Project, as may be required by any approval(s), layout plan, or order of any Governmental Authority to be the sole and exclusive developer of the Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management, design and development and landscaping of the Project;
- (iv) to exercise full, free, uninterrupted, unfettered, absolute, exclusive and marketing or sale rights in respect of the construction and development on the Project Land, including but not limited to the commercial component, built-up area, common areas and facilities, terrace, basements, car parking, commercial area and other area and facilities and any and all of the other developed areas in the Project ("**Saleable Area**") or other components of the Project (including the Land Owners' Share and along with proportionate undivided rights in relation to the Project Land underlying the same in the event the Land Owners elect in writing to have the same sold through the Developer) by way of sale or any other manner of transfer or creation of third-party rights therein and to have exclusive control with respect to the pricing of the Developer's share in Project and enter into agreements with such transferees as it deems fit, and on such marketing, or sale, to receive the full and complete proceeds as per the terms herein and give receipts in

Land Owners 	Developer For GGANBU LAND PRIVATE LIMITED 
--	---

Maninder Singh

Authorised Signatory

respect of the Developer's share and hand over ownership, possession, use or occupation of the built up area (including the Land Owners' Share if the Land Owners elect to have the same sold through the Developer) on the Project;

- (v) To appoint contractors and/ or sub-contractors and service providers in relation to implementation of the Project, subject to Applicable Laws. Parties agree that Applicable Laws for the purpose of this Agreement shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Governmental Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision or determination, or any interpretation or administration having the force of law of any of the foregoing by any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter including but not limited to Real Estate Regulatory Authority;
- (vi) to construct internal roads, passages, drainage facilities, water supply facilities, sewage disposal facilities, install electricity supply lines and equipment of suitable capacity;
- (vii) to enjoy all rights, privileges and benefits to the Project and development thereon as are granted by the Agreement, including the right to generate, receive use and appropriate revenue generated out of the sale of the construction and development in accordance with the terms of the Agreement, subject to Land Owners' share;
- (viii) to undertake such other activities as may be required for the development of the Project and the Project Land all the rights and interests transferred and assigned by the Land Owners in the Project Land and the Project to be developed thereon to the Developer under and in terms of this Agreement including but not limited to rights in the Developer's Share;
- (ix) exclusive rights to the Developer to commence, carry out and complete the development and construction of the Project on the Project Land, at its own cost and expense through its agents, servants or permitted assigns, subject to necessary permissions

Land Owners <i>Prem Singh</i>	Developer For GGANBU LAND PRIVATE LIMITED <i>MANAKORA</i>
----------------------------------	---

*Maninder Singh*




from municipal and any other concerned authorities and for this purpose to have unhindered access and possession to the Project Land including ingress and egress, and do all activities for construction and development thereupon;

- (x) name the Project developed on the Project Land and modify the same at its sole discretion;
- (xi) manage the Project Land and services and maintain all the buildings, plants, equipment and machineries, as well as other facilities constructed upon the Project Land;
- (xii) exclusive right to maintain the Project and pursuant thereto the right to enter into agreements with purchasers, occupiers and owners of the Saleable Area in the Project and to receive all service charges and costs from them without any limitation or lien;
- (xiii) exclusive right to mortgage to the extent of Developer's Share only, to obtain funding and to create such Encumbrance on the Development Rights or receivables from the Project (accruing to the Developer) as may be required by the Developer for the purposes of obtaining debt financing for the Project from. Provided hereunder for the sake of clarity that any such loan obtained together with all interest, penalties, processing fees, costs, expenses thereon, shall be repaid by the Developer only and the Developer shall be solely liable for the same in all respects without any recourse to the Land Owner; and
- (xiv) the exclusive right to undertake or deal with the Project on terms and conditions set forth in this Agreement.

1.2 The Developer shall develop the Project on the Project Land at its sole cost and expense as stipulated in this Agreement and in compliance with Applicable Laws.

1.3 The Land Owners and the Developer shall be entitled to their respective share of Saleable Area of the Project as provided in Article 2.

Land Owners 	Developer For GGANBU LAND PRIVATE LIMITED 
--	---

*maininder singh*

- 1.4 Within 24 (Twenty Four) Hours of execution of this Agreement, the Land Owners shall sign, execute and register the General Power of Attorney as per Schedule hereto in relation to the entire Project Land forenabling the Developer to do all lawful acts and deeds necessary on its behalf for construction and development of the Project and that are otherwise necessary to enable the Developer to exercise all Developer Rights under this Agreement.
- 1.5 Additionally, Land Owners shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertakings and undertake such other actions as may be required for the purposes of construction and development of the Project and exercise all Developer Rights and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.
- 1.6 The Land Owners shall be responsible for obtaining the Zoning in relation to the Project from the DTCP at its costs ("License and Zoning Timeline"). Parties acknowledge that as on the date of execution of this Agreement the license in connection with the Project has already been received and a copy thereof is attached as Schedule III herein. It is provided hereunder for the sake of clarity that the responsibility for obtaining the approvals in connection with the Land until the Zoning and costs in relation thereof shall be solely that of the Land Owners. Post the Zoning, the Developer shall be responsible for bearing the costs in relation to the procurement of the approvals in relation to the Project.

## ARTICLE 2

### CONSIDERATION AND PROJECT SHARING RATIO

- 2.1 In consideration of the Land Owners providing and making available to the Developer the Project Land to be developed by the Developer and granting exclusive and irrevocable Developmental Rights to the Developer, the built up area of the Project will be divided between the Land Owners and the Developer in the following ratio:

Land Owners	Developer
Prem Singh	For GGANBU LAND PRIVATE LIMITED M. MAKARA

Authorised Signatory

mandes singu

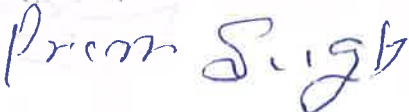
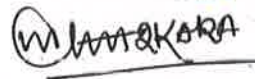
- (a) Land Owners shall be entitled to 66%(sixty six percent)of the built up area/Saleable Area ("**Land Owners' Area**").
- (b) Developer shall be entitled to 34%(thirty four percent)of the built up area/Saleable Area ("**Developer's Area**").

- 2.2 The Developer shall obtain the building plan approval for the Project. Following the approval of the building plan, the Land Owners' Area and Developer's Area shall be located, demarcated and identified in separate colors on the map of the Project. This demarcation shall be determined by mutual discussions and agreement between the Land Owners and the Developer. Any subsequent allotment of areas in the Project shall also be determined mutually between the parties in accordance with the approved building plan and demarcated map.
- 2.3 The unsold area or inventory pertaining to the Land Owners' Area of the Project shall be transferred to the Developer as mutually agreed between the parties. Notwithstanding such transfer, the Land Owners shall remain solely responsible for the payment of the Goods and Services Tax (GST) associated with their unsold area or inventory. The Developer shall recover such GST from the Land Owners, and the necessary provisions for this recovery shall be stipulated in writing, including the manner and timeline for payment. Any failure by the Land Owners to fulfill their GST obligations shall not relieve them of their responsibility, and all necessary legal remedies shall be available to the Developer to ensure compliance.

### ARTICLE 3

#### OBLIGATIONS OF THE DEVELOPER

- 3.1 The Developer agrees and undertakes to bear the costs for all approvals in relation to the Project post the License and Zoning and as may be required to develop, construct, market and sell the Project on the Project Land. The Developer shall develop the Project in accordance with the approvals, sanctioned building plans, Applicable Laws (building and labour) and in accordance with the terms hereof at its own cost and expenses
- 3.2 The Developer shall engage on its own contractors, architects, engineers, supervisors, consultants, staff and workmen for supervision and execution of the construction works and marketing and sale of the

Land Owners 	Developer For GGANBU LAND PRIVATE LIMITED 
--	---



Authorised Signatory

- 3.3 The Developer shall construct, develop the Project and shall be entitled to book, market, sell, lease and licence the Developer's Area (and, if so desired/confirmed by the Land Owners, the Land Owner's Share) in terms of this Agreement.
- 3.4 The Developer shall complete the construction and development of the Project unless prevented or delayed by Force Majeure or breach on part of Land Owners, be completed within 2.5 years from date of registration of the Project under RERA ("**Project Completion Date**").\***Project Completion Date** means the date on which the developer shall submit/apply the application of Occupation Certificate with DTCP
- 3.5 Unless prevented or delayed by Force Majeure or as part of agreement regarding extension of Project Completion Date between the Parties or due to delay attributable to the Land Owners, in the event that the Developer fails to complete the Project before the Project Completion Date, the Developer shall be liable to compensate the Land Owners at the rate of Rs. 10,00,000/- (Rupees Ten Lakh only) per each month of delay beyond the Project Completion Date till the date of Project Completion.
- 3.6 The Developer shall be responsible for costs of obtaining all registration/ approvals from RERA in relation to the Project at all times after the receipt of the License and Zoning.
- 3.7 Additionally, without prejudice to anything herein contained, in the event that the said delay shall exceed 36 (thirty six) months from the RERA registration of the Project the Land Owner shall be entitled, at its sole discretion, to exercise a construction step-in right ("Construction Step-in Right"), so as to enable the Land Owner and/or its their nominee(s) to construct/complete such Project through itself or through a new developer or a person nominated by the Land Owner. After the Land Owner exercises Construction Step-in Right, the Developer shall not be entitled to exercise any of the authorities under this Agreement and GPA except as and to the extent that is permitted by the Land Owner. The Developer also agrees and undertakes to, execute, from time to time, appropriate written agreement/ documents/ authority

Mahinder Singh

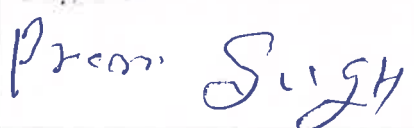
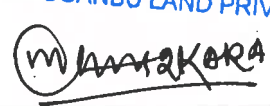


It is also provided hereunder that in the event the Land Owner exercises its Construction Step-In Right and is required to infuse any money into the Project anytime subsequent thereto, the same shall be reimbursed by the Developer upon demand, along with an interest calculated at the rate of 12% per annum.

Authorised Signatory

to such failure or disputes, in addition to the rights available with the Developer to terminate the Agreement as provided in Article 6 herein.

- 4.5 The Landowners shall provide the Developer with copies of all NOCs, approvals, permissions, or consents obtained under this Clause and shall cooperate fully with the Developer to facilitate the smooth progress of the development project.
- 4.6 Within 07 (seven) days from the date of execution of this Agreement the Land Owners shall hand over the vacant, peaceful, physical and Encumbrance Free possession of the Project Land for the purpose of execution, construction and development of the Project thereon.
- 4.7 The Land Owners shall not disturb, prevent or interrupt in the construction and development activities carried out by the Developer or exercise of the Development Rights by the developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement. However, the Land Owners shall be entitled to inspect the progress of construction of the Project at its own costs and expenses. The sales & collections details of the project shall be share on quarterly basis between the Land Owner and Developer.
- 4.8 At all times during the term of this Agreement, Land Owners shall keep title and Ownership of the Project Land Encumbrance free and marketable in all respects. Further, Land Owner shall bear all expenses and costs in respect thereto.
- 4.9 All expenses, costs, taxes and outgoings with respect to the Project Land till the date of execution of this Agreement shall be solely paid and borne by the Land Owners.
- 4.10 The Land Owners shall fully cooperate with the Developer in the entire development process of the Project.

Land Owners 	Developer For GGANBU LAND PRIVATE LIMITED 
--	---

Maninder Singh

Authorised Signatory

**ARTICLE 5**  
**BRANDING, SALES AND MARKETING**

- 5.1 The Project shall be branded, named and marketed in the manner determined by the Developer at its sole discretion.
- 5.2 The marketing rights shall include, without limitation the right to use signage space/display space (whether on hoardings or on terraces or otherwise) on the Project Land to any person on such terms and conditions as are deemed proper by the Developer.
- 5.3 The costs of all marketing in relation to the Project shall be borne by the Developer, however all brokerages in relation to the Land Owner's Share thereof shall be paid solely by the Land Owners.

**ARTICLE 6**  
**TERMINATION**

- 6.1 The Land Owners shall not be entitled to terminate this Agreement, under any circumstances.
- 6.2 In the event, the Developer finds any defect in the title of the Project Land prior to launch of the Project, the Developer shall send a Notice of Cure to the Land Owners calling upon the Land Owners to cure the notified defect in title. If the Land Owners fail to rectify and cure the notified defect within 30 (thirty) days, the Developer shall be entitled to terminate this Agreement.
- 6.3 In the event, there is a defect in the title of the Project Land which is discovered after commencement of development on the Project, the Land Owners shall rectify such defect within 30 days of such defect at its own costs and expenses. In the event, the Land Owners fail to rectify such defect within 30 days, the Developer shall be entitled to rectify the said defect at the costs and expenses of the Land Owners. All costs and expenses incurred by the Developer in this regard shall be borne and paid by the Land Owners along with interest at the rate of 12% (twelve percent) per annum.

15

Land Owners 	Developer For GGANBU LAND PRIVATE LIMITED 
--	---

*Maninder Singh*

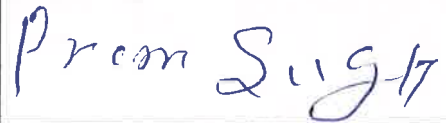

Authorised Signatory

- 6.4 In the event the defect in the title of the Land is not curable within 30(thirty) days so as to enable the Developer to commence or continue development on the Project Land or exercise its Developmental Rights, the Land Owners shall be liable to pay a lumpsum amount of Rs. 10,00,000/- (Rupees Ten Lakh Only ) or Rs.1000/- per sq.ft of buildup area whichever is more, in the nature of liquidated damages to the Developer within 15(fifteen) days of a demand being made by the Developer in that regard. It is agreed between the parties that the amount specified as liquidated damages herein is a genuine pre-estimate of the direct losses that would be incurred by the Developer in the event the title of the Land is found defective.
- 6.5 In addition to the above, in case of termination of this Agreement, the Land Owners shall also reimburse to the Developer all the costs and expenses incurred by the Developer till such termination for the Project including stamp duty and registration charges paid and costs incurred for obtaining any Approvals on this Agreement along with interest at the rate of 12% per annum for the period starting from the date of such incurring such expenses and the date of reimbursement by the Land Owners.

## ARTICLE 7 INDEMNIFICATION

- 7.1 Each Party ("**Defaulting Party**") hereby agrees to indemnify and hold harmless the other Party, its officers, employees, shareholders, directors and affiliates ("**Non-Defaulting Party**") from losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims or proceedings resulting from or relating to or arising out of or in connection with the following:
- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement or under Applicable Laws; and/or
  - (ii) any willful act of omission or commission, breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement,

16

Land Owners	Developer For GGANBU LAND PRIVATE LIMITED
	
Maninder Singh	Authorised Signatory




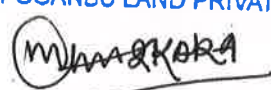
representation, warranty or other obligation contained in this Agreement and under Applicable Laws.

- 7.2 Land Owners agree to indemnify and hold harmless the Developer, its officers, employees, shareholders, representatives, directors and affiliates from all losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that may directly or indirectly arise from (i) the defect in the title of the Land Owners to the Project Land; (ii) the breach by the Land Owners of any representation and warranty provided by it under the terms of this Agreement.

## ARTICLE 8

### DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- 8.1 **Amicable Settlement:** In case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.
- 8.2 **Arbitration:** If the Parties fail to resolve such dispute or claim amicably within 60 (sixty) days, such dispute or claim shall be finally settled by arbitration. For the purpose of such arbitration, each of the Party shall appoint one arbitrator and two arbitrators so appointed shall appoint the third arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof. All arbitration proceedings shall be conducted in the English language and the seat and place of arbitration shall be Gurugram. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Article. The arbitral award shall be reasoned, and the arbitral tribunal shall, without limitation, be competent to award or direct specific performance of the agreement and grant interests and costs.

Land Owners 	Developer For GGANBU LAND PRIVATE LIMITED 
--	---


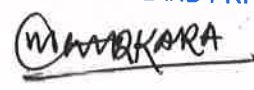
maninder singh

Authorised Signatory

- 8.3 **Governing Law & Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the courts in New Gurugram only.

## ARTICLE 9 MISCELLANEOUS PROVISIONS

- 9.1 **No Partnership:** The Parties have entered into this Agreement on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner.
- 9.2 **Waiver:** No waiver of any breach, or of any objection to any act or omission connected therewith, shall be implied or claimed by the Parties, or be deemed to constitute a consent to any continuation of such breach, act or omission unless contained in a writing signed by the Party against whom enforcement of such waiver or consent is sought. No waiver of any particular provision of this Agreement shall be deemed to be a waiver of any other term
- 9.3 **Taxes:** Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts. Any goods and service tax, works contract tax, value added tax or any other indirect tax payable (if applicable) on allocation and allotment of the Land Owners' Area to the Land Owners shall be paid and borne by the Land Owners.
- 9.4 **Stamp Duty:** The cost of registration and stamp duty payable on this Agreement shall be paid and borne by the Developer.
- 9.5 **Notice:** All notices, demands or other communication required or permitted to be given or made under this Agreement shall be in English language, in writing and shall be sent via electronic mail to the email ids as provided hereinafter. The communication may also be delivered by hand or sent by prepaid post with recorded delivery, addressed to the intended recipient at its address set forth below, or

Land Owners	Developer
 Maninder Singh	For GGANBU LAND PRIVATE LIMITED  Authorised Signatory



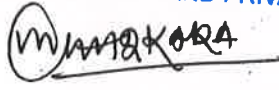
to such other address, as a Party may from time to time duly notify to the others in writing

To Land Owners: Attention: Mr. Prem Singh S/o Sh. Rati Ram  
Address: R/o House No. 65, Vikas Nagar,  
Bhiwani, Haryana-127021  
Email: \_\_\_\_\_

To Developer: Attention: GGANBU LAND PRIVATE LIMITED,  
Address: H NO C 50 3RD Floor Sushant Lok 2  
Gurugram Haryana 122011  
Email: \_\_\_\_\_

9.6 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

9.7 **Force Majeure:** The time limits provided in this Agreement shall not apply in case of Force Majeure Events i.e. events which are beyond the control of any Party and the said time limits shall be extended by the period of the said Force Majeure Events. Force Majeure Event shall mean any event which by itself or in combination with other events or circumstances could not, by the exercise of reasonable diligence or despite the adoption of reasonable precautions and/or alternative measures, have been prevented, or caused to have been prevented, and which impairs or adversely affects the Parties ability to perform its obligations. Such events and circumstances shall include but not be limited to (a) Acts of God such as fire, drought, lightnings, cyclone, tornado, floods, earthquake, epidemics, pandemics, natural disasters or deaths or disabilities etc.; (b) explosions or accidents, air

Land Owners  	Developer For GGANBU LAND PRIVATE LIMITED  Authorised Signatory
---	---

crashes and shipwrecks; (c) strikes or lock outs, curfew, industrial/labor dispute; (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries; (e) war and hostilities of war, riots or civil commotion; (f) non-procurement of any approval from any Government Authority or imposition of any adverse condition or obligation in any Approvals from any Government Authority, including delay in issuance of the Occupation Certificate, Completion Certificate and/or any other approvals/certificate as may be required; (g) change in Governmental policy or the promulgation of or amendment in any Applicable Laws, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts the Parties from complying with any or all the terms and conditions as agreed in this Agreement or which directly affects the Project; (h) any events or circumstances analogous to the foregoing.

- (i) The Party whose performance is prevented, hindered or delayed by a Force Majeure Event will immediately (within 7 (seven) days) notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.
- (ii) If any Force Majeure Event has substantially prevented, hindered or delayed, or is reasonably expected to substantially prevent, hinder or delay, the performance by the Developer of its obligations under this Agreement longer than 6 (six) months from the afore stated Force Majeure Notice, the parties shall mutually discuss and agree to suitable way forward in the interest of the Parties including termination of this Agreement.

**9.8 Specific Performance:** This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

<p>Land Owners</p> <p><i>Prem Singh</i></p> <p><i>Mawindessingh</i></p>	<p>Developer</p> <p>For GGANBU LAND PRIVATE LIMITED</p> <p><i>MANAKARA</i></p>
	<p>Authorised Signatory</p>



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

**LANDOWNERS**

Signed and delivered by

1. **Mr. Maninder Singh** (Pan No. EXHPS1605H&

Aadhaar No. 8752-3964-4058)

S/o Sh. Ramesh Kumar

R/o Bichali Gali, Daultabad, Gurugram,

Haryana-122006

**SIGNATURE:**

*Maninder Singh*

**WITNESS**

**DATE**

**DEVELOPER**

Signed and delivered by

**GGANBU LAND PRIVATE LIMITED**

Authorized Signatory

Name:

Designation:

**WITNESS**

**DATE**

*Shiv Kumar Singh*

**Shiv Kumar Singh**  
Advocate

Distt. Court, Gurugram

2. **Mr. Prem Singh** (Pan No.

HHQPS2707N

& Aadhaar No. 2913-2998-0479)

S/o Sh. Rati Ram

R/o House No. 65, Vikas Nagar,

Bhiwani,

Haryana-127021

**SIGNATURE:**

*Prem Singh*

**WITNESS**

**DATE**

**MANOJ KUMAR**  
Advocate  
Distt. Court Gurugram

Land Owners	Developer
<i>Prem Singh</i>	For GGANBU LAND PRIVATE LIMITED
<i>Maninder Singh</i>	<i>MANOJ KUMAR</i>
	Authorised Signatory

#### IV. SCHEDULES

##### SCHEDULE I DETAILS OF THE PROJECT LAND


S. No.	Village	Sale Deed Date and Number	Name of the Land Owners Rect. No. Khasra No.	Total Area ( )			Share in Project Land ( )		
1	Hayatpur and Wazirpur, Sec-93	28 <sup>th</sup> July 2023 No. 3203	Maninder Singh And Prem Singh	63535.65 sq. mts (15.70 acre)			2472.15 sq. mts		
2	Hayatpur and Wazirpur, Sec-93		Maninder Singh And Prem Singh	63535.65 sq. mts (15.70 acre)			27.5 sq. mts		
GRAND TOTAL								2499.65 sqm (0.618 acre)	

Land Owners <i>Prem Singh</i> <i>Maninder Singh</i>	Developer For GGANBU LAND PRIVATE LIMITED <i>MANI KARA</i> Authorised Signatory
---	--

SCHEDULE II  
DRAFT POWER OF ATTORNEY




23

Land Owners	Developer
<p>Prem Singh Maninder Singh</p>	<p>For GGANBU LAND PRIVATE LIMITED  Authorised Signatory</p>

SCHEDULE III  
LICENSE AND APPROVALS RECEIVED

24

<p>Land Owners</p> <p>Prem Singh Mandeep Singh</p>	<p>Developer For GGANBULAND PRIVATE LIMITED</p> <p> Authorised Signatory</p>
--	---