

## Indian-Non Judicial Stamp Haryana Government



Date 11 93/97/2024

Cedificate No. GRN No.

G0C2024G2719

118544132

Stamp Duty Paid # # 1600000

Penalty

Seller / First Party Detail

Realtriz realty to

H.No Floor: C971 Sector Ward : No.

District Guragram

LandMark: Sugnantick/

City Village Government

Phone: 63 \*\*\*\*35

State Haryana

Buyer / Second Party Detail

Name: Reach promoters pythid

HNo Floor 410/41 Sector Ward Na

LandMark: Ambaerep building kg marg

Caylvicage: New delhi

Phone: 95\*\*\*\*\*78

District New delmi

State Deini

Purpose: For Joint Development Agreement

JOINT DEVELOPMENT AGREEMENT HAHPUR

Land measuring

15Kanal 15Marla (1.9688acres)

Village/Segment/Block

Badshahpur

**Tehsil & District** 

Gurugram

**Stamp Duty** 

Rs. 16,00,000/-

Stamp No./Date

G0C2024G2719/03.07.2024

Stamp GRN No.

118544132

or REACH PROMOTERS PVT. LT

**Authorised Signatory** 

Page 1 of 24

डीड सबंधी विवरण

डीड का नाम

**COLLABORATION** 

**AGREEMENT** 

तहसील/सब-तहसील बादशाहप्र

गांव/शहर

बादशाहपुर

## धन सबंधी विवरण

राशि 80000000 रुपये

स्टाम्प इयूटी की राशि 1600000 रुपये

स्टाम्प नं : G0C2024G2719

स्टाम्प की राशि 1600000 रुपये

रजिस्ट्रेशन फीस की राशि 50000

EChallan:118539654

पेस्टिंग श्लक 0 रुपये

रुपये

Drafted By: HR KHATANA ADV

Service Charge:0

यह प्रलेख आज दिनाक 03-07-2024 दिन बुधवार समय 6:45:00 PM बजे श्री/श्रीमती /कुमारी

REALBIZ REALTY LLPthru PARAMJIT SINGHOTHER जिवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/सयुंक्त पंजीयन अधिकारी (बादशाहपुर )

हस्ताक्षर प्रस्तुतकर्ता REALBIZ REALTY LLP

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी REACH PROMOTER I PVT LTD thru DASARI SRINIVASULUOTHER हाजिर है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीयती /कुमारीDEEPAK KHATANA पिता . निवासी GGM व श्री/श्रीमती /कुमारी NITISH SHARMA ADV पिता .

निवासी GGM ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के का मे जानते है तया वह साक्षी नं:2 की पहचान करता है |

Authorised Signalory

BADSHAHP (अप/संयुंक्त पंजीयन अधिकारी( बादशाहपुर )

दिनांक 03-07-2024

## JOINT DEVELOPMENT AGREEMENT

M/S REALBIZ REALTY LLP (LLPIN: AAC-8826) (PAN: AARFR8095D) a limited liability partnership duly registered under Limited Liability Partnership Act, 2008 having its Registered Office at Basement, C-971, Sushant Lok-1, Gurugram through its partner, Mr. Paramjit Singh (Aadhaar No. 852408227957) duly authorized by Partners vide Letter of Authority Dated 21<sup>st</sup> June, 2024 hereinafter referred to as "FIRST PARTY" (which expression shall unless repugnant or opposed to the context of this contract includes their heirs, successors, representatives, nominees and permitted assigns etc.) the party of the FIRST PART;

#### **AND**

M/s 2. REACH **PROMOTERS PRIVATE** LIMITED (CIN No. U70109DL2006PTC150938) a company validly existing under the provisions of The Companies Act, 2013, having its registered office at 410, 4th Floor, Ambadeep Building, K.G. Marg, New Delhi-110001, through its authorized signatory Mr. Rajamani Koshtishwaran Iyer (Aadhaar No. 6958 1606 6263) and/or Mr. Dasari Srinivasulu (Aadhaar No.9451 1943 0392), are jointly and severally authorized by Board of Directors of the aforesaid company vide resolution dated 21st June, 2024 hereinafter called the "SECOND PARTY" (which expression shall unless repugnant or opposed to the context of this contract includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART;

The "First Party" and the "Second Party" are hereinafter individually referred to as "Party" and jointly as "Parties".

#### WHEREAS:

A. The Second Party is engaged in the business of Construction of Commercial Real Estate Projects and has expertise in Development, Designing and

Every Sony

FOR REACH PROMOTERS PVT. LTD

uthorised Signator

4273

2024-2025







पेशकर्ता

दावेदार

गवाह

उप/स्युक्त पंजीयन अधिकारी

पेशकर्ता :- thru PARAMJIT SINGHOTHER REALBIZ REALTY LLP

दावेदार :- thry BASARI SRIMDASULUOTHERREACH PROMOTERS PVT

गवाह 1 :- DEEPAK KHATANA Dask

गवाह 2 :- NITISH SHARMA ADV

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रजेख क्रमांक 4273 किए दिलांक 03-07-2024 की बही नं 1 जिल्द नं 613 के पृष्ठ मं 15.25 पर किया गया तथा इसकी एक पति अविधिक्त बही संख्या 1 जिल्द नं 1483 के पृष्ठ संख्या 95 से 98 पर चिपकाई गयी | यह भी प्रमाणित किया लीता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंग्ठा मेरे सामजे किये है |

दिनांक 03-07-2024

उप/संयुक्त पंजीयमे अधिकारी बादशाहप्र

Conceptualization of Real Estate Projects;

- B. The First Party is engaged in Sale and Purchase of Land and Marketing & Sales of Real Estate Projects and has sufficient resources to undertake the Selling, Marketing, Advertising, Booking, Launching and Disposing the Real Estate Projects and bear its share of the construction and development costs and external development charges ("EDC")/infrastructure development charges ("IDC") which shall be apportioned in the ratio of respective allocations of the Parties in accordance with the details agreed between the Parties in writing on or prior to the execution of this Agreement;
- C. The First Party is the absolute and lawful owner of the contiguous parcel of land bearing Rectangle No. 133, Killa No. 16 min measuring 7 Kanal 3 Marla and Rectangle No. 133, Killa No. 25/1 min measuring 1 Kanal 12 Marla totaling to 8Kanal 15Marla i.e., (1.0938 acres) of area being part of the Sale Deed bearing Vasika No. 1571 dated 28.04.2023 and Sale Deed bearing Vasika No. 11768 dated 20.11.2023 and by way of mutation no. 12350 dated 01.05.2023 and Mutation No. 12604 dated 30.11.2023 respectively and land parcel in Rectangle No. 132 Killa No. 20/2/1 measuring 5 Kanal 3 Marla (0.6437 acres) vide Sale Deed bearing Vasika No. 3872 dated 25.06.2024 vide Mutation No. 12797 and Rectangle No. 132 Killa No. 20/2/2 measuring 1 Kanal 17 Marla (0.2312 acres) vide Sale Deed bearing Vasika No. 3871 dated 25.06.2024 vide Mutation no. 12796; total land admeasuring 15 Kanal 15 Marla (1.9688 Acres) situated in the revenue estate of Badshahpur, Sub Tehsil Badshahpur, Sector-68, District Gurugram, Haryana, more particularly described in Annexure-1, and as depicted in RED colour in the layout plan annexed herewith as Annexure - 2 free from all the Encumbrances. That the combined land parcels mentioned above shall be jointly referred as the "Additional Land". The First Party further represented to the Second Party that it has good and marketable title in and to the Additional Land, free and clear of any liens, encumbrances, other pledges or security interests and all other defects of title of any type whatsoever;
- D. The Second Party has approached the First Party for developing a SCO Complex over the Additional Land admeasuring 1.9688 Acres which shall include Conceptualizing, Designing, Construction and Development of a SCO complex hereinafter referred to as the "Additional SCO Project". The Second Party has further represented to the First Party that it has sufficient resources

For REALBIZ REALTY LLP

Authorised Signatory

For REACH PROMOTERS PVT. LTD.

**Authorised Signatory** 

Page **3** of **24** 

- to undertake the construction and development of Additional SCO Project in accordance with the cost sharing mechanism agreed under this Agreement;
- Ε. The Second Party had already obtained License bearing no. 17 of 2010 dated 13.02.2010 for Development of land admeasuring 6.26 acres for setting up a commercial colony and has completed the construction of the same and the Second Party is also the absolute and lawful owner and in physical possession of a contiguous land parcel admeasuring 6.95 acres located in the Village Badshahpur, Tehsil and District, Gurugram adjoining the land comprising in License bearing no. 17 of 2010 dated 13.02.2010 and has obtained an additional License bearing no. 150 of 2022 dated 27.08.2022 for developing a commercial colony and both the land parcels combined together admeasuring 13.21 acres shall be hereinafter referred to as the "Said Land";
- F. The Second Party is in the process of partially migrating a part of the said land falling in both the Licenses i.e. no. 17 of 2010 dated 13.02.2010 and no. 150 of 2022 dated 27.08.2022, for developing a Plotted Commercial Colony as Shop Cum Office Complex hereinafter referred to as "Existing SCO Project" over the land admeasuring 4.2745 acres approx. hereinafter referred to as "Existing Land" for which the Second Party is in the process of filing an application for migration of Licences, as depicted in Blue colour in the layout plan annexed herewith as Annexure – 3.
- G. The Additional SCO Project and the Existing SCO Project shall be jointly Conceptualized, Developed and Constructed as one project which shall be hereinafter referred to as SCO Project wherein Construction & Development activity shall be done analogous on the land falling in the SCO Project and all approvals and sanctions from Statutory and Governmental authorities shall be collectively obtained. Further the common areas, Infrastructure. amenities, facilities, utilities and other ancillary services appurtenant to the SCO Project shall be enjoyed by both the parties and the Additional SCO Project shall not be partitioned or disintegrated from the SCO Project in any manner;

Based on the discussions and negotiations held between the parties, they have mutually agreed to collaborate with each other and to enter into this Agreement for the development of the Additional SCO Project on the terms and conditions FOR REACH PROMOTERS PVT. LTD.

mentioned hereinafter:

Page 4 of 24

Authorised Signatory

# NOW THEREFORE, THE PARTIES WITH THE INTENT TO BE IRREVOCABLY LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

#### 1 DEFINITIONS

#### 1.1 Definitions

For the purposes of this Agreement, in addition to the terms defined in the introduction to this Agreement, the capitalized words and expressions, whenever used in this Agreement, unless repugnant to the meaning or context thereof shall have the meanings as defined to them in the main body of this Agreement.

- i) "Agreement" shall mean this agreement including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
- "Applicable Laws" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;
- "Approvals" shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the Project including but not limited to fire scheme approval, clearances from , Department of Town and Country Planning, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (as applicable), approval (as applicable) of the Ministry of Environment and Forests, Municipal Corporation, registration under the Real Estate Regulatory Act or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the Project and shall include all approvals relating to or pursuant to sanction of Layout Plans, Architectural Control Plans, Commencement Certificates, Occupation Certificate, Completion Certificate (by whatever name be called);

iv) "Development and Construction Activities" shall mean all activities involved

Authorised Signatory

For REACH PROMOTERS PVT. LIT

Authorised Signato

Page **5** of **24** 

in Conceptualizing, Planning, Designing, Development And Construction and shall include statutory compliances, procurement of construction materials, equipment and machinery, appointment of contractors, appointment of Consultants/Architects, Procurement and Tender packages modelling as per the development program, Landscaping, Infrastructure, demarcation of Units/Plots, Car Parkings, Power Back up Gensets, HT lines, Electricity, Transformers, Internal roads, access roads, Water lines, underground tanks, STP and Other allied and ancillary services etc and to do all such acts and deeds required and or necessary in this regard for the completion of the Additional SCO Project.

- v) "Development Cost and Expenses" shall mean all costs and expenses towards Development and Construction Activities of the SCO Project which shall include the cost and expenses of Architect(s), Consultants, Engineers, Contractors, Infrastructure and Equipment's Cost for providing amenities of Water, Electricity, Sewage etc. and providing safety and necessary facilities of the SCO Project.
- vi) "Effective Date" shall mean the date of execution of this Agreement;
- vii) "Encumbrances" shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity);
- viii) "Facilities" shall mean certain services, pipelines, water storage tank(s), HT substation, cables, sewers, rainwater pipes, etc. which may run across/under the Additional SCO Project and/or across/under, within efficiently located and defined service corridors serving the SCO Project.
- "Force Majeure" shall mean and include acts of (a) God. e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics or exceptionally adverse weather conditions and other natural disasters; (b) Explosions or accidents, air crashes, nuclear radiation, sabotage; (c) labour unrest; (d) deficiency in supply or unavailability of material for development / construction, which is not specific to the Developer but market at large; (e) civil war, civil commotion, riots, acts of terrorism; (f) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Project Plot which renders liable or endangers the health and safety of either Party or the general public;

For REALBIZ REALTY LLP

Authorised Signatory

Authorised Signatory

Page 6 of 24

- x) "Governmental Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or Department of Town and Country Planning or Haryana Urban development Authority or Real Estate Regulatory Authority or Municipal Corporation of Gurugram or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the SCO Project;
- vi) "Sales and Marketing Rights" shall mean encompassing a range of activities aimed at promoting and Selling Units/Plots to target audiences and shall include the strategy adopted for (a) sale / allotment / transfer/ cancellation of the Saleable Area (b) fixation of price (c) Project launch (d) Appointment of Channel Partners/Brokers for Sale (e) Advertising (f) PR (g) Events & Promotions (h) Agency onboarding (i) Outdoor marketing (j) Digital & Print media (k) Brand Identity creation (l) participating in external events (m) Market research (n) Website management and customer relationship management etc.

#### 2 DEVELOPMENT RIGHTS

- 2.1 The First Party hereby grants exclusive rights for Development & Construction Activities of the Additional SCO Project as per terms and conditions agreed under this Agreement.
- 2.2 The Parties agree that henceforth, all rights in respect of Development and Construction Activities of the Additional SCO Project shall vest in the Second Party including the right, power, entitlement, authority, sanction and permission to:
  - 2.2.1 be solely responsible for the Design and Conceptualization of the Additional SCO Project and both parties shall mutually finalize the total saleable plot area in the Additional SCO Project, for which Second Party shall obtain all Approvals as per the applicable laws.
  - 2.2.2 to be responsible for the appointment, employment or engagement of contractors, architects, development managers, surveyors,

    For RFACH PROMOTERS PVT. LTD.

For REALBIZ REALTY LLP

Authorised Signatory

13 20 0

Page 7 of 24

- engineers, sub-contractors, labor, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, designing, development and construction and like of the Additional SCO Project;
- 2.2.3 to take permissive possession of the Additional Land after obtaining the Additional License and other necessary Approvals for commencement of Development and Construction Activities in the Additional SCO Project, and shall be entitled to grant access to its managers, project managers, nominees, agents, architects, consultants, representatives, contractors etc. and to do all such acts and deeds required and, or, necessary in this regard;
- 2.2.4 to endeavour to undertake the Development and Construction Activities and other activities to be carried out by the Second Party on the Additional Land as per timelines set out under this Agreement.
- 2.2.5 to make, modify, and submit applications to the concerned governmental authority(ies) for obtaining the Approvals (as defined above) in relation to the Additional SCO Project, in its own name and/or, in the name of the First Party, and to sign, execute all applications, plans, affidavits, undertakings, indemnity deeds and documents as may be required for obtaining Approvals in respect of the development, implementation and completion of the Additional SCO Project;
- 2.2.6 to efficiently Design and Conceptualize the Architectural Plans in order to achieve the maximum ground coverage on the Additional Land for Development of Proposed SCO Project.
- 2.2.7 to be responsible for interconnecting the internal roads in the SCO Project with roads, service roads, passages etc., constructed/ developed in the Existing SCO Project and Additional SCO Project along with the Facilities and Amenities which shall be designed and executed for the SCO Project in such a manner which may serve both the Existing SCO Project and Additional SCO Project.

(hereinafter collectively referred to as the "Development Rights").

2.3 The First Party shall execute and register Special Power of Attorney ("SPA") in favor of the Second Party if required to enable the Second Party to obtain Approvals etc., and also to enable the Second Party to discharge its part of

For REALBIZ REALTY LLP

Authorised Signatory

FOR REACH PROMOTERS PVT. LTD

Vauthorised Signatory

age **8** of **24** 

- obligations under this Agreement while exercising the Development Rights for the Additional SCO Project.
- 2.4 The Parties, its employees, Associates, Allottees/Prospective Buyers/Owners of the plots/ units/ areas on the Additional SCO Project, etc. shall have unrestricted, unobstructed and unhindered access, entry, exit and right of way through such roads, service roads, passages etc.;
- 2.5 The Parties shall be designated as the co-Promoters of the Project under the provisions of RERA Act and shall comply with all provisions of RERA Act and other Applicable Laws in respect of the SCO Project.
- 2.6 The First Party shall continue to be the lawful owner of the Additional Land and the Second Party shall not have any rights over the Additional Land, other than the rights granted under this Agreement till the Completion of the Additional SCO Project.

#### 3. APPROVALS AND SANCTIONS

- a. The Second Party shall be solely responsible to sign, execute and submit before the Governmental Authorities all applications, plans, specifications, affidavits, undertakings, indemnity deeds and documents, and apply for and obtain all approvals, licenses, permissions, clearances, NOC, exemptions, sanctioned plan etc., as may be required, in respect of the Additional SCO Project in its name or in the name of the First Party (*if required*), for the Development & Construction Activities, of the Additional SCO Project. The First Party hereby agrees and undertakes to render all assistance including executing, registering and providing all such documents.
- b. It is clarified that although all Approvals in respect of the Additional SCO Project shall be obtained in the name of the Second Party, in the event for any purpose, where such Approvals are required to be obtained in the name of the First Party, the First Party shall provide all assistance to the Second Party to obtain such Approvals in relation to the Additional SCO Project to be developed. Moreover, the construction and development costs and EDC/IDC shall be apportioned in the ratio of their respective allocations i.e. Second Party Allocation and First Party Allocation. Save and except for payment of EDC/IDC costs as mentioned in clause 6 below, the payment of licenses and all other approvals costs, as may be required, in respect of the Additional SCO

For REALBIZ REALTY LLP

Authorised Signatory

Authorised Signatory

Page 9 of **24** 

Project shall be the sole responsibility of the Second Party in accordance with the details agreed between the Parties in writing on or prior to the execution of this Agreement.

c. Both Parties shall be responsible for compliance of the provisions under the RERA Act and the HARERA rules framed thereunder in respect of the Additional SCO Project. Neither Party shall under no circumstances be held responsible for any non-compliance or for any violation by the other Party of the provisions as contained in the RERA Act, the HARERA rules framed thereunder and other applicable laws.

#### 4. TIMELINES FOR COMPLETION OF DEVELOPMENT OF PROJECT

- a. The Second Party shall use its best endeavors and reasonable commercial efforts to obtain the migration of License granted upon the Existing Land for the development of the Existing SCO Project and additional Licenses and other Approvals required for the Additional Land for commencing Development Activities of the SCO Project on the Project Land within a period of Nine (9) months from the Execution Date of this Agreement.
- b. The Second Party shall endeavor to complete the Development and Construction Activities of the Additional SCO Project and obtain the Completion Certificate within Eighteen (18) months ("Completion Period") from the date of Sanction of Zoning and Layout Plans and other necessary approvals required to commence the Construction and Development of the SCO Project.

#### 5. DEVELOPMENT COSTS AND EXPENSES

- a. It has been agreed between the parties that the Development and Construction Activities for both the Existing SCO Project and Additional SCO Project shall be analogous and shall be combined for the SCO Project. The allocation of Development Cost and Expenses for the SCO Project shall be apportioned in the ratio of area of the Existing Land to the area of the Additional Land for the Existing SCO Project and the Additional SCO Project, respectively.
- b. That the apportioned cost of the Additional SCO Project out of the

For REALBIZ REALTY LLP
larengy by
Authorised Signatory

**Authorised Signatory** 

Page **10** of **24** 

or REACH PROMOTERS PVT. LTD.

Development Cost and Expenses shall be shared by both the parties in the ratio of their respective allocations i.e. Second Party Allocation and First Party Allocation in the Additional SCO Project.

c. Any cost overrun in connection with the Additional SCO Project shall be shared by both Parties in the ratio of their respective allocations i.e. Second Party Allocation and First Party Allocation in the Additional SCO Project.

## 6. PAYMENT OF EDC AND IDC

- a. It is agreed that the payment of EDC/IDC shall be made by the Second Party and the First Party in the ratio of their respective allocations i.e. Second Party Allocation and First Party Allocation in the Additional SCO Project as per the timelines agreed with DTCP.
- b. Both Parties shall be liable to make necessary arrangements for payment of the amount payable towards EDC and IDC Charges allowated for Additional SCO Project on or before the due dates prescribed by DTCP. In accordance with the details agreed between the Parties in writing on or prior to the execution of this Agreement.

## 7. SPACE ALLOCATION/ SHARING PROPORTION

- a. In consideration of the contributions of the Second Party under this Agreement, the Total Saleable Area in the Additional SCO Project shall be shared in the proportion given below;
  - 1. The Second Party shall be entitled to 1000 sq. yds. of Saleable area in Additional SCO Project, hereinafter referred to as "Second Party Allocation"; and
  - 2. The First Party shall be entitled to the remaining Saleable Area appurtenant to the Additional Land in the Additional SCO Project after deducting saleable area of 1000 Sq. Yds., hereinafter referred to as "First Party Allocation"
- b. It is hereby clarified that the area of 1000 sq. yds., to be allocated to the Second Party shall be allocated and demarcated by the First Party in the Additional SCO Project as per mutual agreement. The Second Party Allocation and the First Party Allocation shall be demarcated on the layout

For PEALBIZ REALTY LLP

Authorised Signatory

For REACH PROMOTERS PVT. LTD

Authorised Signatory

Page **11** of **24** 

- /architectural control plans within 15 days from the approval of layout /architectural control plans.
- c. Upon Completion of the SCO Project, and grant of Completion Certificate, the permissive possession of the Additional land shall be automatically revoked and the possession of the SCO Units/Plots falling in First Party's Allocation shall devolve upon the First Party and the First Party shall be free to retain/transfer/alienate/convey the SCO Units/Plots to the prospective Purchasers/Allottees at its sole discretion by way of execution and registration of Sale Deeds.

#### 8. SECURITY DEPOSIT

- a. Refundable Security Deposit- The Second Party shall pay to the First Party an amount of INR 10,00,00,000 (Rupees Ten Crores Only) as an interest-free refundable security deposit (hereinafter referred to "Refundable Security Deposit"). The Refundable Security Deposit shall be paid by the Second Party to the First Party as per timelines set out in Schedule I attached herewith.
- b. The Refundable Security Deposit shall be refunded, without any interest, by the First Party to the Second Party within 90 days from the receipt of Completion Certificate of the SCO Project. However, the refund date shall not be later than 24 months from RERA approval.

## 9. SALES AND MARKETING RIGHTS

- a. The Sales and Marketing Rights shall absolutely vest with the First Party and it shall have the exclusive rights of Sales and Marketing of the SCO Project and shall include all activities related to Sales and Marketing such as branding, choosing the Project Name, Launching the Project, Promoting, Advertising solely at its own cost and expenses without any interference of the Second Party.
- b. The First Party shall be competent and duly authorized to Sell and Market the saleable area of the Existing SCO Project and the Second Party Allocation at an average selling price of Rs. 2,72,000/- (Rupees Two Lakhs Seventy-Two Thousand only) per Sq. Yds. Such Average Selling Price shall include the cost of Plot, EDC/IDC and shall exclude Stamp Duty, GST, if applicable. The Time

For REALBIZ REALTY LLP

Authorised Signatory

For REACH PROMOTERS PVT. LTD

Authorised Signator

Page **12** of **24** 

- Period for sale shall be from the date of RERA Registration till the Completion Certificate is obtained for the SCO Project and the parties shall mutually adhere to the payment plans prepared for sales of SCO Units/Plots.
- c. It is agreed between the parties that the selling price shall be different at various stages of the SCO Project, provided that the sale price of any unit shall not be less than Rs. 2,25,000/- (Rupees Two Lakhs Twenty-Five Thousand only) (inclusive of cost of Plot, EDC/IDC and shall exclude Stamp Duty, GST, if applicable) per Sq.Yds. and the First Party shall be authorized to enter into different arrangements/terms with its Channel Partners, Underwriters, Prospective Buyers or any other agencies for Sale of the saleable area falling in the Existing SCO Project and Second Party Allocation. However upon completion of the SCO Project the reconciliation of the price/consideration of all the saleable area sold as mentioned above the Average Selling Price should be equivalent/at par to the average selling price mentioned in clause 9(b) hereinabove. In case on obtaining Completion Certificate the parties are left with Unsold Inventory then the average selling price and payment plans shall be mutually revised and agreed for the subsequent Sales and Marketing of the remaining SCO Units/Plots by the First Party.
- d. The Second Party agrees that the First Party shall be entitled to use and erect sign board(s)/advertising materials on the SCO Project for Sale and Disposal of the plots/units in the SCO Project and to publish advertisements in the newspaper(s), magazine(s), website(s) and such other media seeking prospective Purchasers and otherwise market the SCO Project, in accordance with applicable laws post receipt of RERA Registration Certificate. The designing of all marketing and selling materials will be at the sole discretion of the First Party.

#### 10. MAINTENANCE OF THE PROJECT

a. The common areas, facilities and amenities in the SCO Project shall be maintained by a professional maintenance company mutually appointed by the Parties ("Maintenance Agency"). The Maintenance Agency shall be appointed at the stage of completion of Development & Construction activities and subsequent filing of application for obtaining Completion Certificate for the SCO Project.

Authorised Signatory

Page 13 of 24

For REALBIZ REALTY LLP

Authorised Signatory

- b. The signage/ advertisement spaces, community facilities in the SCO Project and various other activities incidental thereto shall be dealt with by the said Maintenance Agency. The Maintenance Agency shall have the right to levy and collect the maintenance charges, deposits or charges of a similar nature collected from customers/ users/ occupants of the SCO plots/units.
- c. The Maintenance Agency shall be entitled to charge applicable maintenance charges from the prospective Purchasers/Allottees/Occupants in the SCO Project on a pro-rata basis.

#### MORTGAGE

- a. It has been mutually agreed between the parties that neither of the parties shall have the right to mortgage/raise funds/avail construction/ or create a charge or finance on any portion of the Additional SCO Project or the SCO Units/Plots of the Additional SCO Project by way of a mortgage by deposit of title deeds or any other sort of mortgage / charge and all current/ future receivables of the same.
- b. Each Party shall co-operate and provide full assistance to the other Party as may be required for approval of Project by banks/ financial institutions so as to enable the Prospective Purchasers to avail loans and shall sign requisite documents, no objections, authorization, agreements etc., provide requisite documents without being any surety and/or guarantor and/or otherwise liable in any manner whatsoever.

## 12. CUSTODIAN/OWNERSHIP OF DOCUMENTS

a. All the original title deeds and documents in respect of the additional land including but not limited to original sale deeds, jamabandi, mutation records, general power of attorney, special power of attorney, shall at all times remain in the custody of the First Party. However, as and when required by the Second Party, the First Party shall furnish/ make available such original documents to the Second Party for verification.

b. All the original documents in respect of the SCO Project including Approvals

1

uthorised Signator

Page 14 of 24

bright Jyl

and other ancillary documents shall at all times remain in the custody of the Second Party.

#### 13. PROJECT ACCOUNTS

- a. All the sales proceeds, revenues, and receivables in respect of the SCO Project shall be collected in an account ("Project Master Account") opened and operated as per the rules and regulations framed by the HRERA under the RERA Act.
- b. Out of the total amount deposited in the Project Master Account, (i) 70% (seventy per cent) of the amounts shall be deposited in a separate bank account ("Project RERA Account"), and (ii) the remaining 30% (thirty per cent) of the amounts ("30% Free Account") shall be deposited in a separate bank account opened, operated, and controlled jointly by the Parties. The Project Master Account, Project RERA Account and 30% Free Account are hereinafter collectively referred to as the "Project Accounts".
- c. Any withdrawals and distribution from the Project Accounts shall be made in accordance with the RERA Act, HRERA Rules and DTCP compliances. The waterfall mechanism of the payouts to be made to the Parties from the Project Accounts shall be mutually agreed between the Parties.

## 14. REPRESENTATIONS AND WARRANTIES OF BOTH THE PARTIES

- a. Each of the Parties hereby represent and warrant to the other Party that:
- b. It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including the SPA, development agreements and consents, contemplated hereunder or pursuant hereto and to perform the transaction contemplated hereunder and is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation.
- c. The execution and delivery of this Agreement and the performance of the transaction contemplated herein has been duly authorized by all necessary corporate or other action of the Party.

d. This Agreement constitutes a legal, valid, and binding obligation on the Party, enforceable against it in accordance with its terms.

**Authorised Signatory** 

Authorised Sign

Page **15** of **24** 

- e. There are no actions, suits, investigations, or other proceedings pending or threatened, and that there are no orders, judgments or decrees of any court or governmental authority, judicial or quasi-judicial body, against a Party that the Party is aware of which shall have a material adverse effect on the engagement contemplated herein or the ability of the Party to consummate the transaction contemplated herein.
- f. That this Agreement is irrevocable and no terms and conditions of this Agreement will be modified/altered/amended, except with prior intimation/approval of the Director of Town & Planning, Haryana.

#### 15. FORCE MAJEURE

- a. If the performance of certain obligations of this Agreement by any Party ("Affected Party") is prevented, in whole or in part, due to any unforeseen event or situation beyond the reasonable control of such Affected Party, such as acts of God including lightning, flood, earthquake, pandemic, epidemic, and any other natural disasters, accidents and calamities; riots, strikes, war; any statutorily or otherwise legally-imposed prohibitions and restrictions due to any directions, orders, notifications of any Court, competent authority with respect to the Project and, or, additional land, and any event or circumstance similar or analogous to the foregoing ("Force Majeure Events"); the Affected Party shall be excused from performing such of its obligations mentioned in this Agreement during and to the extent of the subsistence of the any Force Majeure Events. The Affected Party shall be entitled to an extension of time, equivalent to the time during which such Force Majeure Event prevails, for the performance of its obligations affected due to the Force Majeure Event.
- b. The Party prevented shall be obliged to carry out its best endeavor to overcome the Force Majeure condition and perform such of its obligations and inform as soon as practicable to the other Party about the cessation of the Force Majeure condition and the commencement of performance.

## 16. CONFIDENTIALITY

a. This Agreement, its existence, and all information (in any form whatsoever) (collectively referred to as the "Confidential Information") exchanged

larenge by

Authorised Signatory

For REACH PROMOTERS PVT. LTI

Authorised Signatory

age 16 of 24

between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and may not be disclosed to any third party. Disclosure of such information shall be restricted, on a need-to-know basis, solely to employees, agents, consultants, and representatives of a Party, who have been advised of their obligation with respect to Confidential Information.

#### 17. NOTICE

a. Unless otherwise stated, all notices, permissions, and instructions for the purposes of this Agreement shall be given in writing and may be given by sending the same by email/ speed post/ registered post/ personal delivery with acknowledgment due from authorized personnel of concern party addressed to the Party concerned at the address stated below or any other address subsequently notified to the other Parties for the purposes of this Agreement:

#### FIRST PARTY

Name: Mr. Paramjit Singh/ Mr. Abhinav Sharma

Address: Basement, C-971, Sushant Lok-1, Gurugram, Haryana

Email: pjsingh@rrpl.net/ abhinav@rrpl.net

#### SECOND PARTY

Name: Mr. Rajamani Koshtishwaran Iyer/Mr. Dasari Srinivasulu

Address: 410, 4th Floor, Ambadeep Building,

K.G. Marg, New Delhi-110001

Email: rkiyer@lakeshorein.com/dsrinivasulu@reachpro.in

### 18. TERMINATION

a. Since considerable expenditure, efforts and expertise are involved in obtaining the Approvals for the Additional SCO Project over the additional land, it is the condition of this Agreement that after execution of this Agreement, the parties and their nominees and/ or their legal heirs shall not rescind, revoke, terminate or back-out and/ or withdraw from this

For REALBIZ REALTY LLP

**Authorised Signatory** 

For REACH PROMOTERS PVI. LIU

age 17 of 24

Agreement. In such an eventuality, the effected Party besides exercising its other available rights, shall be entitled to get the said Agreement and Ancillary documents enforced through the court of law by way of suit for specific performance or any other remedy at the cost and risk of the other Party.

## 19. ARBITRATION, GOVERNING LAW, AND JURISDICTION

- a. Any and all claims, disputes, questions or controversies involving the Parties and arising out of or in connection with or relating to this Agreement, or the execution, interpretation, validity, performance, breach or termination hereof, including, without limitation, the provisions of this Article (individually, a 'Dispute') shall be resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder or any amendments made thereof ("Arbitration Act"). The Arbitration proceedings shall be conducted in the English language. The seat and venue of arbitration shall be at Gurugram.
- b. The Parties agree, that the courts at Gurugram, Haryana shall have the exclusive jurisdiction for adjudication of all matters, issues arising out of/related/connected to arrangement contained in this Agreement.

#### 20. GENERAL

- a. **No Partnership:** The Parties have entered into this Agreement on a principal-to-principal basis and nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- b. Taxes: Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 and all their personal 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.

For REALBIZ REALTY LLP

(areny) June

Authorised Signatory

For REACH PROMOTERS PVT. L

**Authorised Signato** 

Page 18 of 24

- c. **Stamp Duty and Registration**: The cost of registration and stamp duty payable in respect of registration of this Agreement, SPA and GPA shall be borne and paid solely by the Second Party. All registration fees, charges and expenses in relation to the registration of this Agreement under the provisions of the Registration Act, 1908, shall be borne and paid solely by the Second Party.
- d. **Assignment:** Except as otherwise agreed in this Agreement, none of the Parties shall assign any or all of its rights arising out of this Agreement without the consent of the other Parties to this Agreement.
- e. 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.
- f. **Severability**: If any provision of this Agreement is invalid, unenforceable or prohibited by any Applicable Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- g. Entire Agreement: This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersedes any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, not any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.
- h. Further Assurances: Each Party agrees that it will, at any time, and from time to time, do execute, acknowledge and deliver all such further acts and

For REALBIZ REALTY LLP

areny

Authorised Signatory

ge **19** of **24** 

For REACH PROMOTE

execute further agreements, documents, and instruments as may be reasonably required by the other Party in order to carry out fully and effectuate the transactions herein contemplated in accordance with the provisions of this Agreement.

i. 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.

**IN WITNESS WHEREOF,** the Parties hereto have hereunto set and subscribed their hands on this Agreement on the day, month and year first above written in the presence of the following witnesses who have signed these presents:

For **REALBIZ REALTY LLP** 

FOR REALBIZ REALTY LLP

Authorised Signatory

**Authorised Signatory** 

For REACH PROMOTERS PVT. LTD.

or REACH PROMOTERS PVT.

Authorised Signatory

**Authorised Signatory** 

WITNESSES:

Witness 1

Deepak S/o Subhash V.P.O- Rithoj Gurugram Witness 2

GURUGRAM

IDENT FIED BY
After Seen Aadhar/I.D. Card of Parties
(Not Responsible if ID is not Genuine)
NITISH SHARMA (ADVOCATE)

Schedule I

Details of Payment of Refundable Security Deposit

S. no	Name of First Party	Cheque / RTGS number	Cheque / RTGS Date	Name and Branch of Bank	Amount (Rs)
1	Realbiz Realty LLP	000439	21-06-2024	Kotak Mahindra Bank, JMD Branch	10,00,00,000
		id	10,00,00,000		

For REALBIZ REALTY LLP

Authorised Signatory

## **ANNEXURE-1**

## **Details of Additional Land**

S. No.	Details of Sale Deed	Rect. No.	Killa no.	Extent of area under Sale Deed (K-M)	Killa No.	Area of Additional Land to the extent of this Agreement (K-M)
1	Sale Deed bearing Vasika No. 1571 dated 28.04.2023 and Sale Deed bearing Vasika No. 11768 dated 20.11.2023	133	Killa No. 16 (8-0) and Killa No. 25/1 (2-4)	10K 4M	Killa No. 16 min and Killa No. 25/1 min	8K 15M
2.	Sale Deed bearing Vasika No. 3872 dated 25.06.2024	132	Killa No. 20/2/1	5 K 3 M salam		5 K 3 M salam
3.	Sale Deed bearing Vasika No. 3871 dated 25.06.2024	132	Killa No.20/2/2	1K 17M salam		1K 17M salam
	TOTAL			्रवे स		15K 15M or 1.9688 acres

all situated in the revenue estate of Badshahpur, Sub Tehsil Badshahpur, Sector-68, District Gurugram, Haryana.

For REALBIZ REALTY LLP

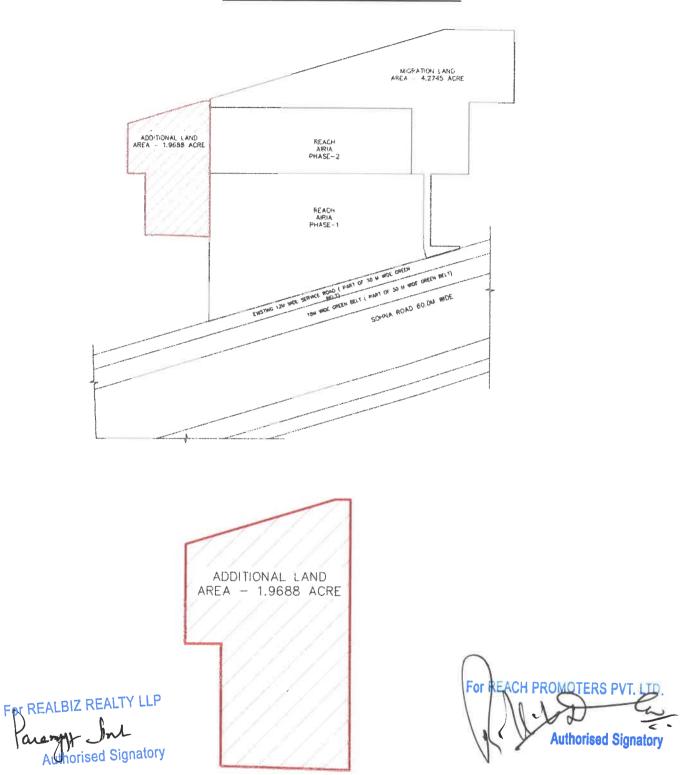
Parenty Sty

Authorised Signatory

O REACH PROMOTERS PVI. LIL

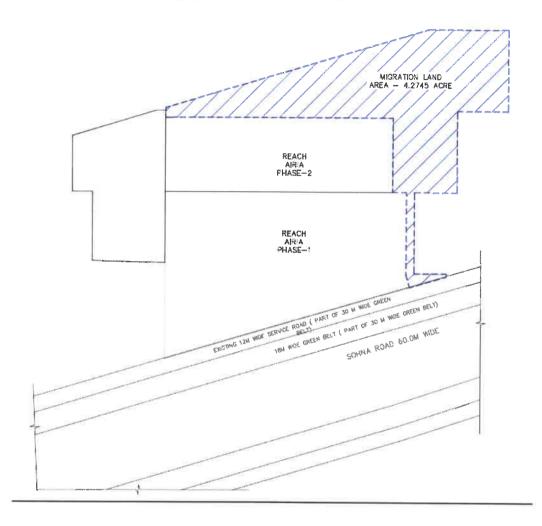
**Authorised Signatory** 

# ANNEXURE-2 Layout Plan of the Additional Land



ANNEXURE-3

Layout Plan of the Existing Land

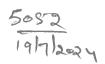


FOR REALBIZ REALTY LLP

Authorised Signatory

REACH PROMOTERS PVT. LT

**Authorised Signatory** 





## ADDENDUM TO JOINT DEVELOPMENT AGREEMENT

THIS ADDENDUM TO JOINT DEVELOPMENT AGREEMENT ("Addendum Agreement") is executed at Gurugram on this 19th day of July, 2024;

#### BETWEEN

M/S REALBIZ REALTY LLP (LLPIN: AAC-8826) (PAN: AARFR8095D) a limited liability partnership duly registered under Limited Liability Partnership Act, 2008 having its Registered Office at Basement, C-971, Sushant Lok-1, Gurugram through its partner. Mr. Paramjit Singh (Aadhaar No. 8524 0822 7957) duly authorized by Partners vide Letter of Authority Dated 21st June, 2024, hereinafter referred to as "First Party" (which expression shall unless repugnant or opposed to the context of this contract includes their heirs, successors, representatives, nominees and permitted assigns etc.) the party of the FIRST PART;

FOR REALBIZ REALTY LLP

FIRSTAPARTISED Signatory

**Authorised Signatory** 

For REACH PROMOTERS PVT. LTD.

SECOND PARTY

डीड सबंधी विवरण

डीड का नाम

**TARTIMA** 

तहसील/सब-तहसील बादशाहपुर

गांव/शहर

बादशाहप्र

# धन सबंधी विवरण

राशि 1 रूपये

स्टाम्प इ्यूटी की राशि 3 रुपये

स्टाम्प नं : G0R2024G2873

स्टाम्प की राशि 500 रुपये

रजिस्ट्रेशन फीस की राशि 100

EChallan:119167479

पेस्टिंग श्लक 3 रुपये

रुपये

Drafted By: H R KHATANA ADV

Service Charge:200

यह प्रलेख आज दिनाक 19-07-2024 दिन शुक्रवार समय 12:23:00 PM बजे श्री/श्रीमती /कुमारी REALBIZ REALTY LLPthru PARAMJIT SINGHOTHER निवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (बादशाहप्र )

REALBIZ REALTY LLP

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी

REACH PROMOTERS PV

LTD thru DASARI SRINIVASULUOTHER हाजिर है

| प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

THE SEAL OF

ने सुनकर तथा समझकर स्वीकार किया लोग पक्षों की पहचान श्रीश्रीमती /कुमारी। P SHARMA पिता R R SHARMA निवासी

ADV GGM व श्री/श्रीमती /कुमारी NITISH SHARMA विता (BEMRA)

निवासी ADV GGM ने की |

है तथा वह साक्षी नं:2 की पहचान करता है | साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जान

BADSHAHPUR

उप/सय्ंक्त पंजीयन अधिकारी( बादशाहपुर )

दिनांक 19-07-2024

## **AND**

M/s REACH **PROMOTERS PRIVATE** LIMITED (CIN No. U70109DL2006PTC150938) a company validly existing under the provisions of The Companies Act, 2013, having its registered office at 410, 4th Floor, Ambadeep Building, K.G. Marg, New Delhi-110001, through its authorized signatory Mr. Rajamani Koshtishwaran Iyer (Aadhaar No. 6958 1606 6263) and/or Mr. Dasari Srinivasulu (Aadhaar No.9451 1943 0392), jointly and severally authorized by Board of Directors of the aforesaid company vide resolution dated 21st June, 2024, hereinafter called the "Second Party" (which expression shall unless repugnant or opposed to the context of this contract includes its successors, representatives, nominees and permitted assigns etc.) the party of the SECOND PART;

The "First Party" and the "Second Party" are hereinafter individually referred to as "Party" and jointly as "Parties".

WHEREAS the First Party and the Second Party entered into a registered Joint Development Agreement vide Vasika no. 4273 dated 03<sup>rd</sup> July,2024 (hereinafter referred to "JDA") wherein the First Party irrevocably and unequivocally granted to the Second Party i.e., M/s Reach Promoters Pvt. Ltd. (Developer) exclusive development rights over the Additional Land (as defined in the JDA) along with such other ancillary and incidental rights, benefits, interests, easements, privileges and appurtenant thereto, free from any encumbrances for conceptualization, designing, construction and development of the Additional SCO Project as mentioned in the said JDA.

AND WHEREAS the Parties now wish to amend/ modify the JDA and add certain relevant clauses to the said JDA on the terms and conditions contained herein.

For REALBIZ REALTY LLP

Authorised Signatory

FIRST PARTY

TO REACH PROMOTERS DVT. LTD.

**Authorised Signatory** 

SECOND PARTY

Page 2 of 4

Reg. No.

Reg. Year

Book No.

5052

2024-2025

1







पेशकर्ता

दावेदार

गवाह

उप/सयून्त पंजीयन अधिकारी

पेशकर्ता :- thru PARAMJIT SINGHOTHER REALBIZ REALTY LLP

दावेदार :- thru DASARI SPINIVASULUOTHERREACH PROMOTERS PVT

LTD

सवाह 1 :- JPSHARMA\_

गवाह 2 :- NITISH SHARMA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह पलेख क्रमांक 5052 आज दिमांक 19-07-2024 को बही नं 1 जिल्द नं 614 के पृष्ठ नं 10 पर किया गया तथा इसकी एक प्रतिक्रित की संख्या 1 जिल्द नं 1515 के पृष्ठ संख्या 10 से 14 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने कि पहुँ

BADSHAHPUR

दिनांक 19-07-2024

उप/सयुंकत पंजीयन अधिकारी बादशाहपुर

Now therefore in consideration with the mutual covenants, both the parties hereby

agree that the JDA shall be amended/modified as follows:-

1. Capitalised terms used but not defined herein shall have the same meaning

ascribed to them in the JDA.

2. That after existing Clause 3(c) of the JDA, new Clause 3(d) stands inserted as

under:

"(d) That the Second Party (Developer) shall be responsible for compliances and

will abide by with the policies notified by the Directorate of Town & Country

Planning, Haryana ("DTCP") for development of a licensed colony and other

instructions by the Director, of Town and Country Planning, under Section 9A of

the Haryana Development and Regulation of Urban Areas Act, 1975 and Haryana

Development and Regulation of Urban Areas Rules 1976".

3. That existing Clause 4(b) of the JDA stands substituted and replaced by new Clause

4(b) as under:

"(b) The Second Party shall endeavour to complete the Development and

Construction Activities of the Additional SCO Project and obtain the Completion

Certificate within the timelines as may be mutually agreed between Parties and

the same shall be as per the prescribed provisions of DTCP and/or any other

concerned authority."

4. This Addendum Agreement shall for all for intents and purposes be read with and

considered as forming an integral part of the JDA and shall be co-existent and co-

terminus with the JDA.

For REALBIZ REALTY LLP

Authorised Signatory

**Authorised Signatory** 

SECOND PARTY

FOR REACH PROMOTERS PLT. LTD.

**FIRST PARTY** 

Page 3 of 4

5. The JDA shall stand amended and modified to the extent of, and shall be so construed, as to give effect to the provisions of this Addendum Agreement. Save and except the modifications, amendments and additions set out hereinabove, all other terms and conditions of the JDA shall continue to be in full force; and are valid subsisting and binding. The changes and/or addition and/or modifications set out hereinabove shall be deemed to be operative from the date of execution of the Addendum Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Addendum Agreement on the day, month and year first mentioned above.

For REALBIZ REALTY LLP

For REALBIZ REALTY LLP

Authorised Signatory

**Authorised Signatory** 

For REACH PROMOTERS PVT. LTD.

**Authorised Signatory** 

Witnesses:

IDENTIFIED BY ME After Seen Aadhar Card of Parties (Not Responsible if Id is not Genuine)

> JP SHARMA (ADVOCATE) GURUGRAM

2.

IDENTAFIED BY
After Seen Aadha) I.D. Card of Parties
(Not Responsible if ID is not Genuine) NITISH SHARMA (ADVOCATE) **GURUGRAM** 

**FIRST PARTY** 

SECOND PARTY

For REACH PROMOTERS PVT. LTD.

Page 4 of 4

**Authorised Signatory**