

Non Judicial



Indian-Non Judicial Stamp Haryana Government

Private and Confidential

Date : 27/03/2025

Certificate No. GF272025C71

Stamp Duty Paid : ₹ 1896700
(Rs. Only)

GRN No. 130023477



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Parveen kumar Alias Parveen kumar raghav
H.No/Floor : 0 Sector/Ward : 11 LandMark : Thakurwada
City/Village : Sohna District : Gurugram State : Haryana
Phone: 88*****63 Others : Lokesh kumar alias lokesh raghav



Buyer / Second Party Detail

Name : Ekaakashara Builders Llp
H.No/Floor : 303 Sector/Ward : 65 LandMark : Suncity sucess tower
City/Village: Gurugram District : Gurugram State : Haryana
Phone : 88*****63

Purpose : Collaboration Agreement

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

Transaction value : Rs. 9,48,33,750/-
Stamp value : Rs. 18,96,700/-
E-stamp no. & date : GF272025C71 / 27-03-2025
Regd. Fees : Rs. 50,005/- GRN No. 130023812

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT ("Agreement") is made and executed at Sub Tehsil Sohna, District Gurugram, ("Effective Place") on this 27th day of March, 2025 ("Effective Date")

BY AND AMONGST

Mr. Parveen Kumar alias Praveen Kumar Raghav S/o Rajkumar Singh aged about 50 years R/o Ward No. 11, Thakurwada, Sohna, Gurugram, Haryana -122103 holding Aadhar No. 7398 6365 1072 & PAN No. AFUPR7057P 1/2 Share (hereinafter referred to as the "Landowner-1")

Mr. Lokesh Kumar alias Lokesh Raghav S/o Rajkumar Singh aged about 50 years R/o Ward No. 11, Thakurwada, Sohna, Gurugram, Haryana -122103 holding Aadhar No. 7534 7506 6888 & PAN No. AWTPR5550K 1/2 Share (hereinafter referred to as the "Landowner-2" hereinafter the Landowner-1 to Landowner-2 as stated above shall collectively be referred to as the "Landowners" (which expression shall unless repugnant or opposed to the context thereof, mean and include their legal heirs, successors, representative and assigns) of the **FIRST PART**;

AND

M/s EKAASHARA BUILDERS LLP (LLPIN: ACM-5303), (PAN No. AALFE9003A), a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Unit No. 303, Suncity Success Tower, Golf Course Extension Road, Sector-65, Air Force, Sector 65 Police Station, Air Force, Gurgaon, Haryana - 122005 represented by its authorized signatory **Mr. Mukesh** (Aadhar No. 3008 7815 5656) duly authorized vide board resolution dated 20-03-2025



प्रलेख नं:17469

दिनांक:27-03-2025

reinafter
eaning
SECO

डीड का नाम AGREEMENT	डीड संबंधी विवरण COLLABORATION
तहसील/सब-तहसील गांव/शहर	सोहना Sohna
धन संबंधी विवरण	
राशि 94833752 रुपये	स्टाम्प इयूटी की राशि 1896675 रुपये
स्टाम्प नं : GF272025C71	स्टाम्प की राशि 1896700 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:130023812
	सेस्टिंग शुल्क 0 रुपये
Drafted By: RAKESH SAINI ADV	
Service Charge:0	

यह प्रलेख आज दिनांक 27-03-2025 दिन गुरुवार समय 4:44:00 PM बजे श्री/श्रीमती /कुमारी प्रवीन कुमार पुत्र राजकुमार लोकेश कुमार पुत्र राजकुमार निवास द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता
प्रवीन कुमार लोकेश कुमार

उप/संयुक्त पंजीयन अधिकारी (सोहना)

उप/संयुक्त पंजीयन अधिकारी (सोहना)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS EKAASHARA BUILDERS LLP thru MUKESHOTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SUBHASH CHAND PANCH पिता - निवासी RAHAKA SOHNA व श्री/श्रीमती /कुमारी SHRICHAND NAMBARDAAR पिता - निवासी ALIPUR,SOHNA ने की।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है।

दिनांक २७.०३.२०२५

उप/संयुक्त पंजीयन अधिकारी (सोहना)



hereinafter referred to as the "Developer" (which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include its successors-in-interest and assigns), party of the
SECOND PART.

The term and expression the "Landowner" and "Developer" are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

- A. The landowner(s) are the sole and exclusive owner in possession of Agriculture land falling in Offline Khewat/Khata No. 670/716 (Online Khewat/Khata No. 1125/1146) Rect No. 178, Killa No. 4 (8 Kanal 0 Marla), 13 (8 Kanal 0 Marla), Total Fields 2 Total land measuring 16 Kanal 0 Marla having its SALAM SHARE and Offline Khewat/Khata No. 671/717 (Online Khewat/Khata No. 1126/1147) Rect No. 178, Killa No. 3 (8 Kanal 0 Marla), Total Fields 1 Total land measuring 8 Kanal 0 Marla having its 37/40 share equivalent to 7 Kanal 8 Marla and Offline Khewat/Khata No. 672/718 (Online Khewat/Khata No. 1127/1148) Rect No. 178, Killa No. 8 (8 Kanal 0 Marla), Total Fields 1 Total land measuring 8 Kanal 0 Marla having its 159/160 share equivalent to 7 Kanal 19 Marla, Total land measuring of All khewats is **31 Kanal 7 Marla approx. 3.91875 Acres** by way of Jamabandi Saal 2021-2022 the land parcel located in the revenue estate of Village Sohna, Sohna Development Plan 2031 AD, Sub- Tehsil Sohna, Sector-5, District Gurugram, Haryana (hereinafter called the "said Land").
- B. The landowner(s) are desirous of carrying out conceptualization, execution, implementation, development, construction and completion of the Project over the said land notified by the Government of Haryana under the provisions of the Haryana Development of the Regulation of the Urban Areas Act, 1975 and rules thereunder as well as under the provisions of the Punjab Scheduled Roads and Controlled Areas Restrictions of the Unregulated Development Act, 1963 and rules framed thereunder, described in **Para no. A.**
- C. The Developer represents that it is a real estate developer and that it holds considerable experience in the development of residential projects and has the requisite financial resources for carrying out such development.
- D. The Developer is interested in developing the said land after obtaining requisite approvals as per applicable law(s), as may be permissible by the Government/Government Authority(ies) on the said land. The Developer has agreed to undertake the development of the said land and the Parties having finalized their contractual understanding and have proceeded to execute this Agreement recording the understanding and declaring their respective obligations, rights, roles and responsibilities with respect to the development rights in the said land.
- E. NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understanding set forth in this Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree to as follows:

ARTICLE 1 "
DEFINITIONS & INTERPRETATION

- 1.1 Definitions- In this Agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meaning: -
 - i. "Agreement" shall mean this agreement including all its schedules and s attached hereto or incorporated herein by reference, as the case may be, amended by the Parties from time to time in writing;
 - ii. "Applicable Law" or "Applicable Laws" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, policies, directions, judgments, decrees or other requirements or official directive of any Government Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or of any amendment from time to time or thereafter, including without limitation, the Real Estate (Regulation and Development) Act, 2016 read with Haryana Real Estate (Regulation and Development), Rules, 2017;

Reg. No. Reg. Year Book No.

17469 2024-2025 1



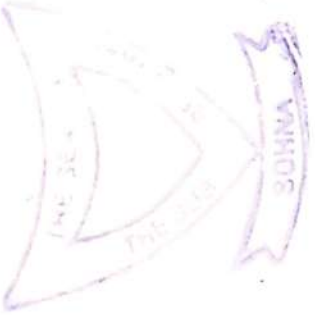
पेशकर्ता



दावेदार



गवाह



[Signature]

पेशकर्ता **M/S EKAASH KUMAR/सोहना डेवल्पर्स LLP**

[Signature]

उप/संयुक्त पंजीयन अधिकारी

दावेदार :- thru MUKESHOTHERMS EKAASHARA BUILDERS LLP

Authorised Signatory

गवाह 1 :- SUBHASH CHAND PANCH *[Signature]*

गवाह 2 :- SHRICHAND NAMBARDAR *[Signature]*

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 17469 आज दिनांक 27-03-2025 को बही नं 1 जिल्द नं 28 के पृष्ठ नं 125.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 893 के पृष्ठ संख्या 19 से 23 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 27-03-2025

[Signature]
उप/संयुक्त पंजीयन अधिकारी सोहना

PUNJAB REGISTRATION DEPARTMENT

- iii. **"Approvals"** shall mean and refer to such permissions, approvals, clearances, no objection certificate(s), license, permits, certifications, authorizations, confirmations, consents, sanctions, exemptions, clearances, orders, qualifications required to be obtained from Government Authorities, regulatory or departmental authority or maintained under applicable laws in connection with the performance of this Agreement and as may be required for the Project, as defined hereunder, including but not limited to building plan sanction, license, fire scheme approval, clearances from Airport Authority of India, Central/State Pollution Control Board, Consent to Establish and operate, approval from electric/ sewerage/water connection authority for construction and occupation (if applicable), registration and approval from the Real Estate Regulatory Authority and approval of the Ministry of Environment and Forests (if applicable), National Monument Authority, Archeological Survey of India (ASI), or any other approvals as may be required from any Government Authority (including but not limited to DTCP) or from any person, as the case may be, for the acquisition, construction, development, ownership, management, disposal, transfer of or creation of third party interest in the Project;
- iv. **"DGTCP/DTCP"** shall mean the Director General, Department of Town & Country Planning, Haryana;
- v. **"Development Rights/ Joint Development Rights"** shall mean and refer to the entire development rights on the said land and shall include (but is not limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:
 - a. Enter upon the said land and remain in physical possession thereof in terms of this Agreement, inter alia, for the purpose of developing on the land and marketing, leasing or sale of the saleable area arising out of the Project to be developed on the said land, in accordance with this Agreement;
 - b. Carry out the conceptualization, execution, implementation, construction, development, completion of the Project on the said land (as provided in this Agreement);
 - c. To exercise exclusive marketing, in respect of the saleable area on the said land;
 - d. To apply for and obtain from the Government Authority all registrations and approvals in respect of the said Project to be developed on the said land;
 - e. Appoint, employ or engage architects, surveyors, engineers, contractors, subcontractors, labour, workmen, personnel (skilled or unskilled) or other persons for the development of the Project;
 - f. Deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required under the applicable law, any Government Authority, in relation to the Project necessary for the full, free, uninterrupted and exclusive development of the said land, the conceptualization, execution, implementation, construction, development, completion of the Project on the said land;
 - g. To launch the project in for sale of the saleable area in phases as is deemed appropriate by the Developer;
 - h. To execute all necessary, legal and statutory writings, agreements and documents for the exercise of Joint Development Rights and appear before the jurisdictional Sub Registrar towards registration of the documents as its own cost and expenses, as envisaged herein and more specifically set out in the Power of Attorney(ies);
 - i. Manage the facilities/common areas upon the said land as may be required under the Applicable laws and/or rules made there under;
 - j. Demarcate the common areas and facilities, and the common areas and facilities in the Project as per the layout plan and Applicable law; and
 - k. Do all such incidental and ancillary acts as may be required to give effect to the foregoing for the conceptualization and development of the Project on the said land in accordance with the terms of this Agreement.
- vi. **"Encumbrances"** shall mean any mortgage, pledge, assignment by way of security, hypothecation, security interest, lien, charge, litigations, or any agreement creating third party interest;
- vii. **"Effective Date"** shall mean date of execution and completion of registration of this Agreement;



- viii. **"Government Authority(ies)"/ "Competent Authority(ies)"/"Statutory Authority(ies)"** shall mean the central government, state government, includes but is not limited to Government of Haryana, any other local town and country planning authority, any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making and/or enforcing entity having or purporting to have jurisdiction on behalf of Republic of India or any state or other subdivision thereof or municipality, district or other sub division thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the execution, implementation, construction, development and completion of the Project;
- ix. **"License"** shall mean the License issued by DTCP for development of a Project on the said land under Applicable Laws;
- x. **"Person"** will mean any natural person, limited or unlimited liability, company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu Undivided family, trust, society, union, association, government or any agency or political sub division thereof or any other person that may be treated as a person under Applicable Laws;
- xi. **"Project"** shall mean the planning, execution, implementation, construction, development, and completion of a Group Housing Colony, Residential Plotted Colony or Group Housing under the New Integrated Licensing Policy, 2022, Residential or Commercial Plotted Project under Deen Dayal Jan Awas Yojna, 2016, Retirement Housing policy 2021, or any other applicable scheme.
- xii. **"RERA"** shall refer to the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017 framed thereunder, as amended from time to time and other rules, regulations as framed by the Haryana Real Estate Regulatory Authority for Gurugram, Haryana;
- xiii. **"Saleable Area"** means and includes the residential, commercial plots or any built area comprised in the Project including but not limited to proportionate share in the common areas and facilities (including common facilities developed in the project for sale as per applicable law) at the project which is attached/sold within the said plots to be constructed on the said land;
- xiv. **"Said Land"** shall have the meaning ascribed to such term in Recital A and detailed in **"Para No. A** of this Agreement.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- 1.2.1 Any reference to any statute or statutory provision shall include:
 - i. All subordinate legislations made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
 - ii. Such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- 1.2.2 Any reference to the singular shall include the plural and vice-versa with the exception of the terms, "Party" and "Parties"
- 1.2.3 Any reference to the masculine, the feminine and the neuter shall include each other;
- 1.2.4 Any reference to a "Company" shall include a reference to a body corporate;
- 1.2.5 Any reference herein to any Article or Schedule or s to such Article of or Schedule to or to this Agreement.
- 1.2.6 References to this Agreement or any other document shall be construed as references to this Agreement or that document as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.7 The expression "this Article" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- 1.2.8 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article or any part thereof;

- 1.2.9 Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever media including paper, electronically stored data, magnetic media, film and microfilm;
- 1.2.10 Headings to Articles, part and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.11 "in writing" includes any communication made by letter, fax or email;
- 1.2.12 The words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.13 References to a person (or to a word importing a person) shall be construed so as to include:
- i. Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having a separate legal personality);
 - ii. References to a person's representative shall be to its officers, employees, legal or other professional advisors, sub-contractors, agents, attorneys and other duly authorized representatives.
- 1.2.14 Where a wide construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- 1.2.15 All the recitals to this Agreement shall form an integral and operative part of this agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly, and;

1.3 Purpose

This Agreement is to set forth the terms and conditions with respect to appointment and engagement of Developer to jointly develop the Said Land, and the conceptualization, execution, implementation, construction, development and completion of development of Group Housing Colony, Residential Plotted Colony or Group Housing under the New Integrated Licensing Policy, 2022, Residential or Commercial Plotted Project under Deen Dayal Jan Awas Yojna, 2016, Retirement Housing policy 2021, or any other applicable scheme on the Said Land and the rights and obligations of the Parties in the contemplated Project.

ARTICLE 2 VESTING OF JOINT DEVELOPMENT RIGHTS

- 2.1 Landowner(s) has right, title and interest over the Said Land and the Said Land is in the vacant and peaceful physical possession of Landowners.
- 2.2 All charges including but not confined to land revenue, taxes etc. with respect to the Said Land and all other dues regardless of their nature, relating to the Said Land have been paid up to the date of this Agreement. In case the aforesaid charges are levied or communicated in future for the period prior to the execution of this Agreement, the Landowner(s) alone shall be responsible towards the payment of such charges.
- 2.3 On and from the Effective Date and subject to the compliance with the terms of this Agreement by Developer, the joint development rights shall vest in Developer to develop the Said Land, and the Developer accepts from Landowner(s), the joint development rights to undertake the conceptualization, execution, implementation, construction, development and completion of the development of Group Housing Colony, Residential Plotted Colony or Group Housing under the New Integrated Licensing Policy, 2022, Residential or Commercial Plotted Project under Deen Dayal Jan Awas Yojna, 2016, Retirement Housing policy 2021, or any other applicable scheme on the Said Land.
- 2.4 It is hereby agreed that since the Developer holds considerable expertise in the development of real estate projects, the Developer shall be the sole developer and shall be responsible for development of the Said Land and compliance of all applicable laws including Real Estate (Regulation and Development) Act, 2016 ("RERA Act") read with the Haryana Real Estate (Regulation and Development) Rules, 2017 ("HARERA Rules"). The Developer shall be deemed to be "**Promoter**" for the purposes of RERA and Haryana Ownership Act and other Applicable laws.



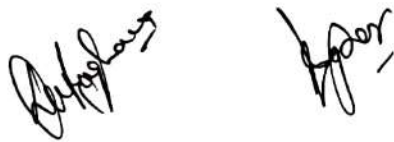
- 2.5 **Power of Attorney:**
The landowner(s) shall execute and register an irrevocable general power of attorney (the "GPA") for said Land in favor of the Developer simultaneously from the execution of this Agreement.
- 2.6 Parties have agreed that any time during the tenure of this Agreement, the Developer shall also be eligible to collaborate with other parties/ purchasers/enter into contractual arrangements and may include land belonging to such other party(ies) or the land owned by Developer ("Other Land") in and as a part of the Project or any future Project. In such an eventuality, the landowner(s) entitlement shall be computed on the Said Land only out of the total land for development of the Project. The landowner(s) shall not be entitled to claim any revenue/ allocation of constructed/ unconstructed area in respect of the Other Land arranged by the Developer.
- 2.7 The Developer shall use its best efforts to obtain a license from the Director General, Department of Town & Country Planning, Haryana, Chandigarh ("DGTCP") for the purpose defined in Clause 1.3 of this Agreement, within a period of two (2) years from the date of execution and registration of this Agreement. However, it is expressly agreed that such procurement shall not constitute a binding obligation on the Developer. It is further agreed between the Parties that the Developer shall have the right to obtain all necessary approvals for the Project and to create third-party interests within the validity period of the license granted by the DGTCP. In the event that the license expires, the Developer shall, at its sole cost and expense, make an application to the DGTCP for its renewal. The Landowner(s) shall provide all reasonable cooperation, including but not limited to executing necessary documents, furnishing required information, and providing assistance as may be required for the procurement or renewal of the license.
- 2.8 The Landowner(s) acknowledge and agree to provide all necessary and reasonable cooperation and assistance as required under Applicable Laws for the execution, implementation, development, and completion of the Project in accordance with this Agreement. This includes, but is not limited to, furnishing copies (original or duplicate) of any documents required for obtaining necessary approvals for the Project. The Parties further agree that, at the time of obtaining the License, if the Directorate of Town and Country Planning (DTCP) requires any portion of land to be transferred for the development of green areas, sector roads, restricted belts, or green belts, or for the establishment of an Electric Substation, the Landowner(s) shall execute the necessary gift or relinquishment deed in favor of DTCP at no cost. If the Landowner(s), upon receiving a written request from the Developer pursuant to this Clause, unreasonably delay compliance beyond sixty (60) days, and such action cannot be carried out under the authority conferred upon the Developer or its nominee, the Developer shall be entitled to claim damages, compensation, and costs incurred due to such delay. The Developer shall also have the right to recover consequential damages in accordance with Applicable Laws.
- 2.9 The Landowner(s) agree that, upon the Developer's request, they shall promptly provide a No-Objection Certificate (NOC) or a written confirmation regarding the enforceability and applicability of this Agreement and/or the sale of Plots/Units developed pursuant to this Joint Development Agreement (JDA). The Landowner(s) commit to issuing such NOC without delay and at the earliest possible time to ensure smooth implementation and execution of the Project.
- 2.10 In the event that the RERA Registration of the Project expires, the Landowner(s) agrees to provide their full support and all necessary and reasonable cooperation for obtaining an extension of the RERA Registration. Any delay in securing the extension due to non-cooperation by the Landowner(s) shall entitle the Developer to claim damages, compensation, costs, and any loss of sales incurred due to such delay. Additionally, the Developer shall have the right to recover consequential damages in accordance with Applicable Laws.

ARTICLE 3

CONSTRUCTION AND DEVELOPMENT OF THE PROJECT, APPROVALS, MARKETING AND SALES

3.1 License to enter upon the Said Land

- i. Simultaneously upon execution of this Agreement, the Developer shall have the right to enter upon the Said Land for the purpose of surveying the same and doing soil investigations, land demarcation etc. Developer shall have the right to prepare layout



plans, building plans, preparing and making applications for grant of Approvals, renewals, extensions thereof from Government Authority, as per applicable laws. The Landowner(s) shall hand over the physical possession of the Said Land and the Developer take over physical possession, directly or through its architects, consultants, representatives, contractors to do all such acts and deeds required and/or necessary for the purpose of exercising the Joint Development Rights and for the implementation and development of the Project on the Said Land.

3.2 Development and Construction

3.2.1. Parties agree that Developer shall develop the Project at its own cost and expenses and the Landowner shall assist and advise in following in relation to the Project:

- i. Advising on land demarcation;
- ii. Facilitate patwari land reconciliation;
- iii. Advising on Project designing and hiring of consultants thereof;
- iv. Advising on Project feasibility study and hiring of consultants thereof;
- v. Assist site survey.

3.2.2. It is clarified that the Developer shall be solely liable to carry out implementation, conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land in terms of this Agreement and Applicable Law. Parties herein agree that Developer shall be "Sole Developer" for all purposes and shall be deemed to be only Promoter for the purposes and shall be deemed to be the only Promoter for the purposes of all development contemplated herein.

3.2.3. Developer shall be responsible for compliance of all the terms and conditions of the License/ provisions of the Applicable Law including payment of External Development Charges and State Infrastructure Development Charges, License Fees (including any renewal fees), Infrastructure Augmentation Charges (IAC), any interest and penalty payable thereon shall be paid by Developer from its own resources till the grant of the final completion certificate for the Project or relieved of the responsibility by DTCP, Haryana, whichever is earlier. The Project shall be implemented/developed and driven by the Developer at its own cost and expenses. The quality, cost, design, layout, aesthetics, landscaping, architecture, implementation etc. of the Project shall be at the sole discretion and expertise of the Developer.

3.2.4. Developer shall be entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work.

3.2.5. Developer shall construct amenities on the Said Land in accordance with the License/zoning condition and Approvals, for the Said Land and shall be responsible for compliance of all other obligations of the License and Applicable Law until Developer obtains the final completion certificate(s) for the Said Project.

3.3 Approvals and Compliance

3.3.1. Developer shall be responsible for procuring all approvals (necessary approvals, licenses, permission, NOCs etc.) for the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land. The Landowner(s) shall provide all necessary assistance and documents and information as required by the Developer for obtaining, renewing or modifying the Approvals.

3.3.2. Developer shall be solely responsible for procuring all approvals including registration of the Project under RERA and rules framed thereunder and other applicable law in respect of Project on the Said Land. The Landowner(s) shall provide their unconditional assistance in facilitating the registration of Project under RERA including but not limited to signing and execution of necessary documents thereof.

3.4 Marketing, branding and sale of the Project and the Saleable Area

3.4.1. Subject to due compliance with terms and conditions of this Agreement and upon receipt of License and registration of Project under RERA, the Parties agree that the Developer shall have the exclusive right/entitlement of marketing of the Saleable Area in the Project in terms of this Agreement. Parties agree that the Developer will take all decisions regarding marketing, branding, pricing, sales, product mix and all other decisions pertaining to the Saleable Area at the Project.



- 3.4.2 Project shall be promoted under the brand name of Developer and logos of the Developer shall appear in the marketing and sale documentation.
- 3.4.3 Developer shall be entitled to launch and sell/transfer/lease the Saleable Area under the Project in such phases as it deems fit and appropriate.
- 3.4.4 Developer shall have the sole and exclusive right to prepare and finalize the documents and agreements which would be signed by/with the proposed allottees of the Project including but not limited to marketing brochure/prospectus, application forms, provisions/ builder buyer agreements, sale/conveyance deeds/lease deeds, maintenance agreements and others as the Developer may consider appropriate. Subject to and in accordance with the Applicable Laws and Approvals, Developer shall be free to solely and exclusively negotiate and finalize the terms of all such sales, leases and licenses with the end purchasers of the Project.
- 3.4.5 All advertisement rights shall vest absolutely with Developer including its timing, format etc. Design of all marketing & selling materials will be at sole discretion of Developer. Layout of components of advertisement/marketing materials etc. shall be in such formats as may be decided solely by the Developer.
- 3.4.6 Developer shall be entitled to select a name for the Project as deemed appropriate by the Developer at its sole discretion.
- 3.4.7 Since exclusive right/entitlement of marketing of Saleable Area of the Project vests solely with the Developer and due to the fact that Developer specializes in the development and construction, it is agreed that all obligations and compliances with regard to RERA shall be the sole responsibility of Developer. It is clarified that nothing in this Agreement, shall hold the Developer liable or responsible in any manner with regard to the rights, title and interest of the Landowner for the period up to the execution date of this Agreement.

ARTICLE 4 ENTITLEMENT OF PARTIES

- 4.1 The Parties agree and acknowledge that the Landowner(s) and the Developer shall have respective entitlement in the Saleable Area, in such manner, as described below, in lieu of carrying out their part of obligations for the purpose of this Agreement.
- 4.2 Out of the total Saleable Area in the Said Land: (i) the Landowner(s) shall be entitled to an area equivalent to 50% (Fifty Percent) of the Saleable Area ("Landowner's Entitlement"); and (ii) the Developer shall be entitled to 50% (Fifty Percent) of the Saleable Area as per the sanctioned layout ("Developer's Entitlement"). In case there is any area over and above the above entitlements, the same shall fall in the exclusive share of the Developer.

ARTICLE 5 NET SALES REVENUE AND OTHER COLLECTIONS

- 5A.1 Developer shall be entitled to collect Net Sales Revenue in an Escrow Account ("**Project Collection Account**"). Parties agree that Developer will appoint a bank as an escrow agent and execute an Escrow Agreement with such Escrow Agent in relation to Project Collection Account. Project Collection Account shall be operated and controlled by Developer. Developer has further assured Landowner that for the purpose of opening of Project Collection Account referred to above, if so required for giving effect to such arrangements, a copy of instant Agreement shall be made available to the banker concerned and shall form part of the account opening documents submitted by Developer for opening the Bank Account.
- 5A.2 Out of the total amount of Net Sales Revenue deposited in Project Collection Account, 70% of Net Sales Revenue shall be deposited in a separate bank account of Developer ("**RERA Escrow Account**") on the standing instructions and remaining 30% of Net Sales Revenue shall be deposited in a separate bank account opened by Developer and operated and controlled by Developer ("**Master Escrow Account**"). Developer has further assured Landowner that for purpose of opening of Master Escrow Account referred above, if so required for giving effect to such arrangements, a copy of instant Agreement shall be made available to the concerned banker and shall form part of the account opening documents submitted by Developer for opening the Bank Account.
- 5A.3 Any portion of the Net Sales Revenue deposited in RERA Escrow Account that are permitted to be withdrawn, in accordance with the statutory provisions applicable from time to time shall immediately be transferred to Master Escrow Account.

**ARTICLE 6
MORTGAGE**

- 6.1 Upon the execution and registration of this Agreement, the Developer (by itself/ through/ under any person claiming under the Developer) shall have the right to create charge/mortgage on the Said Land/Developer's Entitlement. the Developer (by itself/ through/ under any person claiming under the Developer) subject to Applicable Laws and for and in relation to execution, implementation, development and completion of Project and/or for any of its other Projects, shall be entitled to raise loans / avail any financial assistance from banks/ financial institutions and other lenders by creating any mortgage or encumbrance or any other third-party rights, whatsoever in respect of the said Land as security for the said loan/ financial assistance as per Applicable Laws.
- 6.2 The Landowners, hereby agree to issue a No Objection Certificate (NOC) for the mortgage of the land parcel described in Schedule- I. The said NOC shall be issued concurrently with the General Power of Attorney ("GPA") and shall expressly state that the Landowners have no objection to the creation of a mortgage/charge on the area covered under this Agreement/GPA.
- 6.3 Notwithstanding the above, the landowner(s) shall not incur any monetary liability to discharge any debt (including any interest, costs penalties damages, etc.) contracted by Developer by creation of charge / mortgage as stated in Article 6.1 above.
- 6.4 For the purposes of creation of charge / mortgage, the Landowner(s) upon the execution and registration of this Agreement shall handover the original title deeds pertaining to the Said Land to the Developer. However, once the completion/occupancy certificate of the Projects will be obtained, the said original title deeds of Said Land shall be handed over to the Resident Welfare Association as per the Applicable Laws.

**ARTICLE 7
MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS**

- 7.1. Parties agree that the Developer shall be entitled to develop the Projects on the Said Land in accordance with License Conditions, building plans, approvals etc. for the Project and in terms of this Agreement.
- 7.2. Subject to due compliance of the terms and conditions and Applicable Law by Developer, the Landowner(s) shall extend all reasonable cooperation and do all such acts & deeds that may be required to give effect to provisions of this Agreement, including, providing all such assistance to Developer as may be reasonably required by Developer from time to time for the purpose of carrying out transactions contemplated hereby. The Landowner(s) agrees to execute, as may be required by the Developer from time to time in accordance with applicable laws, all applications, affidavits, plans and other documents and shall also extend all cooperation and assistance for the development, completion and disposal of the Project.
- 7.3. The Landowner(s) hereby represent and warrant that they have absolute right, title, and interest over the Said Land and that the Said Land is in their vacant, peaceful, and undisputed physical possession. The Landowner(s) covenant that the title to the Said Land is clear, marketable, and free from all encumbrances, charges, liens, claims, or third-party rights, attachments, liens, hindrances, lis-pendens, minor claims or other attachments, easement, license, encroachment or dispute relating to boundary and partitions, prior agreements, pre-emption, option, joint family interests, claims on account of partition, inheritance, reservation clearly demarcated in the government records as well as on the ground etc. and other charges of any nature. The Landowner(s) further represent that they have not received any notice or acquisition or requisition of the Said Land or any part thereof. In the event that the development rights granted under this Joint Development Agreement (JDA) are impaired, affected, or rendered unenforceable due to any defect in title, the Developer shall issue a written notice to the Landowner(s), granting them thirty (30) days to cure such defect. If the Landowner(s) fail to cure the defect within the stipulated period, they shall be unconditionally liable to indemnify and reimburse the Developer for all damages, claims, liabilities, costs, expenses, and losses, including but not limited to loss of revenue, opportunity, and consequential damages, incurred due to such defect. This indemnification shall be without prejudice to any other rights and remedies available to the Developer under law and equity, including but not limited to specific performance, injunctive relief, and termination of this Agreement.
- 7.4 The Developer acknowledges that, based on the title documents provided by the Landowner(s) and verification of the 30-year revenue record, it has agreed to undertake all necessary actions to obtain the requisite License from the Directorate of Town and Country Planning (DTCP) and to develop the Said Land in accordance with the Development Rights conferred herein, subject to the



existing policies and applicable laws. The Landowner(s) expressly represent and warrant that, to date, no Joint Development Agreement (JDA), Collaboration Agreement, or any other agreement pertaining to the development of the Said Land has been executed, whether registered or unregistered before any jurisdictional sub-registrar or other authority. In the event that the Development Rights conferred under this Agreement are interrupted, hindered, or rendered unenforceable due to any prior JDA or agreement executed by the Landowner(s) in relation to the Said Land, the Landowner(s) shall be unconditionally liable to indemnify the Developer against all damages, claims, liabilities, costs, expenses, and losses, including but not limited to loss of revenue, opportunity, and consequential damages arising from such defect. The Landowner(s) further undertake to rectify and cure such defect at the earliest opportunity, and in any case, within thirty (30) days from the date of notice by the Developer. Furthermore, if the Developer is required to become a party to any suit, legal proceeding, or action—civil, criminal, or administrative—due to a defect in title or any false representation made under this Agreement, the Landowner(s) shall fully indemnify and reimburse the Developer for all legal fees, court costs, administrative expenses, and other related charges incurred in connection with such proceedings.

- 7.5 It is agreed that in terms of the Applicable Law and approvals and Developer having the marketing rights to make sales/booking etc. Developer shall be solely responsible for all RERA related compliance including payment of compensation qua the Project, Government Authorities as well as buyer(s)/allottee(s)/third party(ies). Further, it is agreed that in terms of applicable law and approvals, Developer shall be solely responsible for all approval related compliances and all compliances under the Applicable laws qua the Project, Government Authorities as well as third party(ies).
- 7.6 Except as otherwise provided under this Agreement, Landowner(s) agreed and covenant that any time after the effective date, it shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly, and whether immediately or contingently, in favor of any such person any right, interest, title, claim or encumbrance in or over in relation to the Joint Development Rights.
- 7.7 The landowner(s) shall ensure that during the subsistence of this Agreement, no person, acting under/ through it or acting under/through them, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in exercise of any of the Joint Development Rights by Developer, or (ii) whereby vesting of Joint Development Rights or rights of Developer in respect of the Said Land are prejudicially affected. Without limiting the generality of the foregoing, the landowner(s) nor any of its representatives or agents such interact with, apply to or appear before any concerned Government Authority or any third party in respect of the Said Land or Project except as may be specifically provided herein and where such attendance is required by law.
- 7.8 Subject to due compliance of the terms & conditions of this Agreement, Developer shall be entitled to do all things, deeds and matters pertaining to (i) all of development activities on and in relation to Said Land and exercise of Joint Development Rights, (ii) interactions with any Government Authorities or any other person in respect of any acts, deeds, matters and things which may be done in terms of this Agreement, and (iii) signing all letters, applications, documents, affidavits and such other papers as may be required from time to time.
- 7.9 Developer shall be responsible for undertaking all such compliances in respect of the Project, as may be required under Haryana Apartment Ownership Act, Applicable Law and RERA including signing and registration of deed of declaration, signing and registration of sale deed, conveyance deed, lease deed, etc.
- 7.10 In the event, Landowner receives any communication, correspondence, notice, demand etc. of any nature whatsoever from any Government Authority, that may directly or indirectly be related to the Said Land or the Project, it shall within 05 (Five) business days of receipt of the said communication, correspondence, notice, demand, share with the Developer.
- 7.11 Developer shall have the responsibility to ensure that all permits, Approvals, licenses and authorizations including without limitation, relevant labour laws (including labour laws relating to employment, provident fund regulations, insurance, health, safety, welfare, working hours and laws regulating employment of child labour), environment laws and laws concerning safety at work required for the performance of Developer obligations under this Agreement from any Government Authority having jurisdiction over the Project are in full force and effect without defect there under and Developer shall ensure that the same are kept in force and valid at all times.
- 7.12 Developer shall be liable for all statutory compliances, including environment laws related compliances, compliance with safety requirements and any such other compliance required under Applicable Laws, for, or in connection with the execution of Project.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Developer and Landowner(s) hereby represent, warrant and undertake that:-

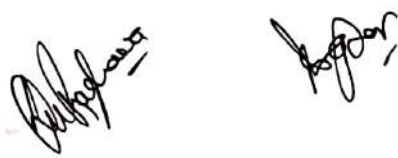
- i. If/they have the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents, agreements, including power of attorney(ies) and consents, contemplated hereunder and pursuant hereto (the "Other Documents")
- ii. Execution and delivery of this Agreement and other Documents and the performance of the transaction contemplated herein and under Other Documents has been duly authorized by its designated Partner/ shareholders (as required under Applicable Law) and all necessary corporate and other action of the Party; the execution, delivery and performance of this Agreement or any other document by such Party and the consummation of the transaction contemplated hereunder or under any other document shall not (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.
- iii. For the avoidance of doubt, the representations and warranties mentioned in this Agreement shall continue to be in force and effect till the completion of the Project and shall survive thereafter.

8.2 Landowners represent and warrant to Developer that:-

- i. Execution and performance of this Agreement, power of attorney(ies) and other documents shall not violate, conflict with or result in a breach of or default under Applicable Law or any term/ condition of any Applicable Law.
- ii. All available information in relation to the transactions contemplated herein which would be material to Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to Developer.
- iii. Landowner(s) have the title, interest and possession over the Said Land and nothing in law or any other agreement prohibits the Landowners and/or Company to enter into the present Agreement or which would impact the Joint Development Rights being given to Developer.
- iv. Landowner(s) shall assist and provide full cooperation to the Developer in case the Developer faces any hindrance or obstruction in exercise of its Joint Development Rights including but not limited to hindrance or obstruction in taking physical possession of the Said Land (or any part thereof) by any third party and/or government authorities.
- v. Landowner(s) have not execute any power of attorney(s) or any other document/contract/agreement or any other authority, oral or otherwise empowering any third person(s) to deal with Said Land or any part thereof, for any purpose.

8.3 Developer represents and warrants to Landowners:

- i. There are no prohibitions against Developer from entering into this Agreement as recorded herein under any act or law from the time being in force.
- ii. It is duly organized validly existing and in good standing, and has all necessary corporate power and authority, and all authorizations, approvals and permits, and has full power and authority to execute and deliver this Agreement and to consummate development of the Project as contemplated by this Agreement.
- iii. Execution and performance of this Agreement will not violate, conflict with, or result in a breach of or default under Applicable Law or any of its constitutional documents.
- iv. Developer shall be responsible for its obligations and shall discharge the same diligently.
- v. Developer shall perform its obligations in an orderly manner in accordance with the terms of this Agreement and shall ensure compliance with all Approvals, Applicable law and registration including RERA in the performance of its obligations under this Agreement and thereafter.
- vi. It is hereby agreed that Developer (including all its partners for the time being and from time to time) shall be solely responsible and liable for all claims, actions, litigations and liabilities (including any financial assistance from any bank/financial institutions/NBFCs



etc.) of any kind arising on and with respect to the Project post the execution of this Agreement.

- 8.4 Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.
- 8.5 Developer and Landowner undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of representations or warranties given by Developer to become untrue or inaccurate or misleading, at any point of time.

ARTICLE 9 EVENTS OF DEFAULT AND CONSEQUENCES

9.1 Developer's Default:

- i. Failure or delay in fulfilling the obligation as set out herein this Agreement including but not limited to trunk infrastructure at/on the Said Land;
- ii. Any material default or material breach of the representations and warranties of the Developer;
- iii. Utilization of the Said Land for the purpose other than development of the Project;
- iv. Failure to comply with any provisions of RERA and rules framed thereunder or issue of any notice to Company and/or Developer by any Governmental Authority in relation to non-compliance of RERA.

9.2 Landowner's Default:

Anytime till the grant of License on the said Land, in the event there is any default in the rights of the Landowners/Company in respect of the Said Land due to which the Developer is unable to obtain then, the Developer shall be entitled, by a notice in writing, to call upon the Landowners to remedy such breach within a period of 30 (thirty) days from the date of receipt of such notice by the Landowners.

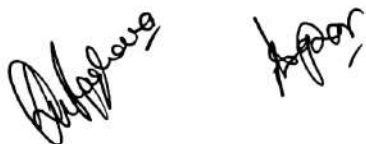
- 9.3 In the event either party fails to remedy its breach within the cure period of 30 (thirty) days, unless due to the action or inaction of competent authorities and/or legal forums additional time is required, the non-defaulting Party would have the option (but not to be obligated) to terminate this Agreement by serving a 30 (Thirty) days termination notice in writing to that effect of the defaulting Party.

ARTICLE 10 INDEMNITY

10.1 Developer's Indemnity:

Developer shall keep indemnified, defend, and hold harmless Landowners and Company and their respective designated Partner(s), officers, employees and agents (each an "Owner Indemnified Party") against any losses, expenses, claims, costs, damages, fines, penalties, legal costs etc. suffered, arising out of, or which may arise in connection with this Agreement and suffered by Landowner(s) on account of the following:

- i. Any of the representations, warranties, statements, and assurances made by the Developer is found to be false, fraudulent or misleading;
- ii. Any breach of the terms and conditions of this Agreement by Developer, then Developer shall remedy the said breach within 30 (thirty) days;
- iii. Any breach and/or non-compliance of applicable law including but not limited to RERA, terms of license, other approvals by Developer;
- iv. Any disputes with the applicants/allottees/customers/lesses/buyers/purchasers in the Project of any nature whatsoever.
- v. Disputes in relation to the labours, contractors and workman except those solely attributed to the title of land;



10.2 Landowner(s) Indemnity:

- i. Landowner(s) shall keep indemnified, defend, and hold harmless at all times Developer and its Designated Partner, officers, employees and agents from and against any and all direct losses and claims suffered, arising out of, which may arise on account of defect of title of Landowners in respect of the Said Land.
- ii. The Owner shall keep the Developer indemnified against any claims, losses, damages as may be caused to the Developer on account of Owner's breach of all/any of the representations and warranties contained in this Agreement.

**ARTICLE 11
GOVERNING LAW AND DISPUTE RESOLUTION**

- 11.1 This Agreement shall be governed by, and construed in accordance with, laws of India.
- 11.2 In case of any dispute, difference, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to resolve such dispute, difference, controversy or claim amicably through discussions between senior executives or representatives of disputing Parties.
- 11.3 If dispute is not resolved through such discussions within 30 (thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 11.4 The venue of arbitration shall be at Gurugram, Haryana and the language of arbitration proceedings shall be English.
- 11.5 The arbitral tribunal shall be presided by a Sole Arbitrator appointed by the Jurisdictional Court.
- 11.6 Each disputing Party shall co-operate in good faith to expedite the conduct of arbitration proceedings commenced under this Agreement.
- 11.7 The Parties shall be responsible to bear their respective costs and expenses in relation to any arbitration proceedings and any cost with respect to setting up such arbitral tribunal.
- 11.8 While any dispute is pending, the disputing Parties shall continue to perform their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to final determination of the dispute.
- 11.9 Any decision of the arbitral tribunal shall be final and binding on the parties.
- 11.10 The courts at Gurugram and High Court of Punjab and Haryana, Chandigarh alone shall have jurisdiction in respect of the present Agreement.

**ARTICLE 12
NOTICES**

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

i. If to the Landowner(s)

Address: Ward No. 11, Thakurwada, Sohna,
Gurugram, Haryana -122103

Telephone No.

Attn: Mr. Parveen Kumar alias Parveen Kumar Raghav &
Mr. Lokesh Kumar alias Lokesh Raghav

E-mail:

ii. If to the Developer

Address: Unit No. 303, Suncity Success Tower, Golf Course
Extension Road, Sector-65, Air Force, Sector 65
Police Station, Air Force, Gurgaon, Haryana - 122005

Telephone No.



Attn:
E-mail:

**ARTICLE 13
CONFIDENTIALITY**

13.1 This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and shall not be disclosed to any third party unless required by law. Parties shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other party. Disclosure of such information shall be restricted, on a need-to-know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its affiliate, who have been advised of their obligation with respect to confidential information. The obligations of confidentiality do not extend to information which:

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

**ARTICLE 14
MISCELLANEOUS PROVISIONS**

- 14.1 That the developer undertakes that 10% of the total receipt from each payment made by the Allottee, which is received by the Department of Town & Country Planning, Haryana ("DTCP") shall automatically get credited, on the date of receipt in the Government Treasury against EDC dues.
- 14.2 That 10% of such deduction mechanism for EDC shall continue to operate till the total EDC dues get recovered from the Developer. However, the developer acknowledges that the implementation of such mechanisms have no bearing on EDC installment conveyed by DTCP to the Developer. The Developer shall continue to supplement such automatic EDC deductions with payments from its own funds to ensure that the EDC installments that are due for payment are paid as per the prescribed schedule.
- 14.3 That the Developer shall be responsible for compliance with all the terms and conditions of the license/provisions of Act 8 of the Haryana Regulation and Development of Urban Areas Act, 1975 and the Haryana Regulation and Development of Urban Areas Rules, 1976, as amended from time to time, till grant of final completion/occupation certificate to the colony or till it is relived of the responsibility by the DTCP, Haryana, whichever is earlier.
- 14.4 That the developer shall integrate the bank account in which 70 percent allottee receipts are credited under section- 4(2)(I)(D) of the Real Estate (Regulations and Development) Act 2016 (or as per amendment time to time) with the online application /payment gateway



of the department, in such manner, so as to ensure that 10% of the total receipts from each payment made by an allottee is automatically deducted and gets credited to the EDC head in the state treasury.

- 14.5 This Agreement shall be irrevocable and no modification/alteration, etc. to the terms and conditions of this Addendum can be made, except by obtaining prior written approval of each of the Parties and the DTCP.
- 14.6 The developer shall execute the development works as per Environmental Clearance/CTE and comply with the provisions of Environment Protection Act 1986, Air (Prevention and Control of Pollution) act 1981, and Water (Prevention and Control of Pollution) Act 1974.
- 14.7 The Developer undertakes to abide by the provisions of the Land Ceiling on Holding Act, 1972.
- 14.8 Term of this Agreement shall commence on and from the date of execution of this Agreement and shall come to an end on the closure of the Project ("Term"), unless earlier terminated in accordance with the terms of this Agreement contained herein. Closure for this purpose shall mean the receipt of completion/occupation certificate from the Competent Authority and the consequent reconciliation of all of the statement of accounts and other issues and concerns amongst the Parties, if any.
- 14.9 **Force Majeure**
The Developer shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to Force Majeure events, including but not limited to:
- Acts of God, natural calamities (such as earthquakes, floods, storms, or pandemics, including COVID-19);
 - War (declared or undeclared), armed conflict, acts of terrorism, or enemy action;
 - Actions, orders, or restrictions imposed by any governmental, judicial, or regulatory authority, including changes in law, policies, or approvals;
 - Civil unrest, riots, strikes, lockouts, labor disputes, or disruptions;
 - Delays in obtaining statutory approvals, clearances, or licenses from government authorities, irrespective of the Developer's best efforts;
 - Litigation, injunctions, or legal proceedings affecting the Project, including disputes related to land title or ownership;
 - Delay or obstruction caused by the Landowner, including but not limited to defects in title, possession issues, or failure to cooperate in necessary approvals;
 - Shortages or disruptions in the supply of materials, labor, or essential services due to external factors beyond the Developer's control;
 - Any other event or circumstance beyond the reasonable control of the Developer.

In the event of a Force Majeure occurrence:

- The Developer shall not be liable for any penalties, damages, or obligations under this Agreement for the duration of such event.
- The timelines for completion of the Project, obtaining approvals, or fulfilling other obligations shall automatically stand extended for the period of the Force Majeure event, plus a reasonable recovery period.
- If the Force Majeure event continues for more than 60 (sixty) days, the Developer shall have the sole discretion to either terminate this Agreement without liability or modify the terms of the Agreement to ensure the feasibility of the Project. The Landowner(s) agrees that no claims, disputes, or compensation shall be raised against the Developer due to any delays or non-performance resulting from Force Majeure events.



**ARTICLE 15
GENERAL**

15.1 No Partnership

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

15.2 Variation

No variation of this Agreement shall be binding on the Developer unless such variation is in writing and signed by the Developer and Landowner individually or through their authorized representatives.

15.3 Supersede

This Agreement supersedes all prior agreement(s)/contract(s)/understanding(s) between the Developer and the Landowner(s).

15.4 Waiver

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

15.5 Successors and Assigns

This Agreement shall ensure to be benefit of and be binding upon each of the Parties and their respective successors and permitted assigns. The Developer shall be entitled to assign the joint development rights to any third party without obtaining prior written consent from the landowner(s).

15.6 Further Acts

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

15.7 Authorization

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

15.8 Conflict

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

15.9 Survival

- i. The provisions of Article 4 ("Entitlement of Parties"), Article 5 ("Security Deposit"), Article 5A ("Net Sales Revenue and Other Collection", Article 6 ("Mortgage"), Article 8



("Representations and Warranties"), Article 9 ("Events of Default and Consequences"), Article 10 ("Indemnity") Article 11 ("Governing Law and Dispute resolution) Article 12 ("Notices") and 13 Article ("Confidentiality) and such other paras containing survival clause, shall survive the termination of this Agreement.

- ii. Any termination as mentioned above shall not affect the accrued rights of the parties hereunder.

15.10 Specific Performance of Obligations

The Parties to this Agreement agree that, to the extent permitted under Applicable Law, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adverse affected Party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that the affected party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court in the event of any such breach or threatened breach of any other party. The parties agree and covenant unequivocally and unconditionally that the affected party shall be entitled to such injunctive relief, specific performance and other equitable relief, without the necessity of proving actual damages. The affected party shall, notwithstanding the above rights, also be entitled to right to any remedies at law or in equity, including the recovery of damages from the defaulting party.

15.11 Stamp Duty and Registration

The stamp duty and registration fee, if any, applicable on this Agreement and the Power of Attorney(ies) to be executed in furtherance of this Agreement towards the obligations to be undertaken and performed by the Developer, shall be borne and paid by the Developer.

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

For,

"Landowner"



"Landowner-1"

Mr. Parveen Kumar alias Parveen Kumar Raghav



"Landowner-2"

Mr. Lokesh Kumar alias Lokesh Raghav

Witnesses: 

1.

WITNESS

SUBHASH CHAND S/O DHARMPAL
Vill. Rahaka, Teh. Sohna, Gurugram

2.



SHRI CHAND NAMBAR DAR
Village Alipur, Teh. Sohna
Distt. Gurugram (HR)

For,

"Developer"

For **M/S EKAASHARA BUILDERS LLP**

EKAASHARA BUILDERS LLP 
Authorized Signatory

Through its Authorized Signatory

Mr. Mukesh

