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THE SEAL OF THE SUB REGISTRAR BADSHAHPUR

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 29/12/2018

Certificate No. G0292018L701

GRN No. 42738938

Stamp Duty Paid : ₹ 12370400
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: R c sood And co Private limited

H.No/Floor : 10thfloor Sector/Ward : Na LandMark : Eros corporate tower

City/Village : Nehruplace del District : New delhi State : Delhi

Phone: 0

Buyer / Second Party Detail

Name : Advance India Projects limited

H.No/Floor : 232b Sector/Ward : 4thfl LandMark : Okhla industrial estate phase iii

City/Village: Delhi District : New delhi State : Delhi

Phone : 0

Purpose : Developmennt Agreement

11424
31/12/18

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

For R.C. Sood & Co. (P) Limited

Authorised Signatory

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

प्रलेख न:11424 दिनांक:31-12-2018

डीड सबंधी विवरण	
डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	बादशाहपुर
गांव/शहर	बादशाहपुर

धन सबंधी विवरण		
राशि 618520000 रुपये		स्टाम्प ड्यूटी की राशि 12370400 रुपये
स्टाम्प नं : g0292018l701		स्टाम्प की राशि 12370400 रुपये
रजिस्ट्रेशन फीस की राशि 50000 रुपये	EChallan:42739257	पेस्टिंग शुल्क 0 रुपये
Drafted By: C P Bhatija Adv ggm		Service Charge:0

यह प्रलेख आज दिनांक 31-12-2018 दिन सोमवार समय 12:50:00 PM बजे श्री/श्रीमती /कुमारी R C Sood And Co Pvt ltdthru Y. DhawanOTHER निवासी 10 th floor Eros Corporate Tower nehru Nal द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/संयुक्त पंजीयन अधिकारी (बादशाहपुर)

हस्ताक्षर प्रस्तुतकर्ता
R C Sood And Co Pvt ltd

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Advance India Projects ltd thru Kirti Kumar VastiOTHER हाजिर है | प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीM K Saini पिता — निवासी Adv ggm व श्री/श्रीमती /कुमारी Surender पिता Hira Lal निवासी 539 sec 53 gurugram ने की |
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/संयुक्त पंजीयन अधिकारी(बादशाहपुर)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made at Gurugram on this the 31st day of December 2018;

BY &BETWEEN:

R.C. SOOD & CO. PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 10th Floor, Eros Corporate Tower, Nehru Place, New Delhi-110019 and its CIN as U74899DL1954PTC00236, PAN: AAACR1540F, acting through its Authorised Signatory, Mr Y. Dhawan, duly authorized vide Board Resolution dated 21 December 2018, (hereinafter referred to as the "**Land Owner**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

ADVANCE INDIA PROJECTS LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 232-B, Fourth Floor, Okhla Industrial Estate, Phase–III, New Delhi–110020 and its CIN as U45209DL1997PLC087292, PAN: AACCA9859J, acting through its authorized signatory, Mr Kirti Kumar Vasti, duly authorized vide Board Resolution dated 15 November 2018, (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

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

WHEREAS

A. The Land Owner is the sole, absolute and lawful owner, and is in vacant peaceful physical possession of various contiguous parcels of land aggregating to approximately 35 Kanal 7 Marla (4.418 acres) (17,879.012 sq. mtrs.) situated at village Badshahpur, Sector 66, Sub-Tehsil Badshahpur, District Gurugram, Haryana ("**Project Land**") shown on the Aks-Sizra plan attached as **Annexure-A** and Zoning Plan DRG. NO. DGTCP 2463 dated 7 April 2011 attached as **Annexure-B**;

B. The Project Land was purchased by RJS Finance and Investment Private Limited vide sale deed dated 16 March 1992 bearing no. 9121 in Addl. Book No. 1, Vol. No. 3472 on Pages 59-60 duly registered in the office of Sub-Registrar, Gurgaon on 16 March 1992. Vide Order of Hon'ble High Court of Delhi dated 25 February 2011 in Co. Pet. No. 446 of 2010 in the matter of RJS & Others Vs. R.C. Sood & Co. Private Limited, RJS Finance and Investment Private Limited was amalgamated with the Land Owner and hence, the

For R.C. Sood & Co. (P) Limited

Authorised Signatory

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

Reg. No.	Reg. Year	Book No.
11424	2018-2019	1



पेशकर्ता



दावेदार



गवाह

उपसंयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Y. DhawanOTHER R C Sood And Co Pvt ltd

दावेदार :- thru Kirti Kumar VastiOTHERAdvance India Projects ltd

गवाह 1 :- M K Saini

गवाह 2 :- Surender

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11424 आज दिनांक 31-12-2018 को बही नं 1 जिल्द नं 25 के पृष्ठ नं 93 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 499 के पृष्ठ संख्या 81 से 83 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 31-12-2018

उपसंयुक्त पंजीयन अधिकारी(बादशाहपुर)

Project Land was transferred in the name of the Land Owner in the revenue records vide Mutation No. 8778;

C. The Project Land has been issued Letter of Intent Memo no. 5DP-III-2008/9115 dated 21 October 2008 (attached as **Annexure-C**) and License No. 197 of 2008 dated 5 December 2008 ("**Project License**") (attached as **Annexure-D**) by Director, Town & Country Planning at Haryana ("**DTCP**") for setting up of a Commercial Colony. The said license is valid till 4 December 2018;

D. The Land Owner is desirous of setting up a commercial building comprising but not limited to retail, food court, multiplex, offices, service/studio apartments, etc. on the Project Land by utilizing the Current Approved FSI, TOD FSI, etc. ("**Project**");

E. The Developer has represented to the Land Owner that it is engaged in the business of real estate development including planning, development, construction, marketing and sales, and has the expertise, resources and infrastructure to develop the Project on the Project Land. The Developer has been approached by the Land Owner to plan, design, develop, construct, market, etc. the Project on the Project Land along with other related facilities and amenities thereon in accordance with the terms and conditions of this Agreement;

F. The Developer has on the basis of the documents supplied by the Land Owner, conducted detailed due diligence of the Project Land and has satisfied itself about the title, marketability and usability of the Project Land;

G. Based on the *inter se* representations and declarations of the Parties hereto, the Parties are desirous of entering into this Agreement to record the various terms and conditions mutually agreed to between the Parties and as set forth herein.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

"**Agreement**" means this Development Agreement, its schedules and annexures attached hereto and any amendments from time to time as may be mutually agreed to between the Parties in writing.

"**Applicable Law(s)**" means and include any statute, law, treaties, rule, regulation, ordinance, guideline, notification or any requirement, restriction, authorisation, order, directive, permit, judgment, decree, injunctions, writs or orders of any court of record

having the force of law, or any interpretation of any of the foregoing by any Government Authority, whether is in effect as on the date hereof or thereafter, and shall include any re-enactment, substitution or amendment thereof as may be in force and effect during the subsistence of this Agreement.

"**Approval(s)**" means any permission, approval, sanction, clearance, consent, license, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Government Authority required under Applicable Laws for development, construction, marketing and sale of the Project.

"**BI Approval**" shall have the meaning assigned to in Article 6.2.

"**Current Approved FSI**" shall mean 3,22,437 sq. ft. (29,955.38 sq. mtrs.) approx. FSI available for Development of the Project on the Project Land as per the Current Zoning Plan.

"**DTCP**" shall have the meaning assigned to it in Recital C.

"**Demarcation Intimation**" shall have the meaning assigned to in Article 3.3(c).

"**Demarcation Notice**" shall have the meaning assigned to in Article 3.3(c).

"**Developer's Area**" shall have the meaning assigned to in Article 3.4(a).

"**Development of the Project**" shall mean strategy, conceptualisation, planning, designing, implementation, construction, execution, obtaining Approvals, liaison, marketing, promoting, communicating, branding, etc of the Project;

"**Development Rights**" shall mean subject to the terms of this Agreement and fulfilment by the Developer of its covenants and obligations the irrevocable and exclusive development rights granted, transferred and assigned by the Land Owner in favour of the Developer namely:

(a) to be the sole developer of the Project with the right to take all decisions relating to Development of the Project including but not limited to conceptualizing, planning, engineering procurement coordination of the Project as well as appointment of all consultants, vendors, contractors in relation to Development of the Project;

(b) to have unhindered access and possession to the Project Land including ingress and egress for the purpose of Development of the Project;

(c) to utilise the Current Approved FSI, TOD FSI or such additional FSI as may be available on the Project Land for Development of the Project in a manner that

For [illegible] & Co. (I) Limited

[illegible]

[illegible]

[illegible]


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achieves maximum legally permissible FSI for the Project subject to technical feasibility;

(d) to take all decisions and be responsible for decisions relating to marketing, publicity, promotion, communication, etc. of the Project; subject to the provisions of this Agreement;

(e) to take all decisions relating to launch, sale, lease, etc of Developer's Area (*defined hereinafter*) in the Project;

(f) to commence, carry out and complete the Development of the Project, directly and/ or through contractors, consultants, service providers, agents, employees, etc. appointed by it;

(g) to take Approvals and to obtain any modifications to the Approvals required for the Development of the Project;

(h) To make all payments for the entire Development of the Project in accordance with the terms of this Agreement;

(i) to mortgage and create charge on (i) Developer's share in the Project Land as per the Developer's Project Sharing Ratio; (ii) Developer's Area; and (iii) receivables accruing from the Developer's Area in the Project in favour of any lender/financial institution/bank subject to the restrictions specified in Article 5;

(j) to book, allot, sell, transfer, alienate or otherwise assign the Developer's Area other than in Office Block with proportionate and undivided rights in the Project Land underneath and/ or other facilities at any time, to receive booking amount, advances, sale proceeds, etc. in its own name without limitation or lien, and to issue valid receipts for the amount received, and to execute, sign and/ or register agreements, deeds, etc. with the Government Authorities;

(k) upon allocation of Land Owner's area, to book, allot, sell, transfer, alienate or otherwise assign the Developer's Area in the Office Block with proportionate and undivided rights in the Project Land underneath and/ or other facilities at any time, to receive booking amount, advances, sale proceeds, etc. in its own name without limitation or lien, and to issue valid receipts for the amount received, and to execute, sign and/ or register agreements, deeds, etc. with the Government Authorities;

(l) To convey or otherwise assign or part with possession of the Developer's Area in the Project post Project Completion Date;

(m) to undertake customer relationship management in respect of Developer's Area;

For M.G. Steel & Co. (P.) Limited


BADSHAHPUR

(n) to lease, license, etc. the Developer's Area, and to receive rent, fee, security deposit, etc.in its own name without limitation or lien, and to issue valid receipts for the amount received, and to execute, sign and/ or register agreements, deeds, etc. for this purpose with the Government Authorities,

(o) to undertake overall maintenance and management of the Project, and to receive maintenance charges, security deposit, utility charges, etc. in its own name without limitation or lien, and to issue valid receipts for the amount received, and to execute, sign affidavits, undertakings agreement and deeds sign and/ or register agreements, deeds, etc. with the Government Authorities for this purpose;

(p) to facilitate the customers to avail loan from banks/ financial institutions for purchase of units in the Developer's Area,

(q) any other rights and interests expressly granted, transferred and assigned by the Land Owner in favour of the Developer under and in terms of this Agreement; and

(r) to do all such other acts, deeds, matters and things as may be deemed necessary by the Developer for the purposes of the Development of the Project as mentioned in this Agreement.

"**EDC**" shall mean the external development charges as made applicable by the Government Authorities.

"**Encumbrance**" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, collaboration agreement, development agreement, power of attorney, allotment of units, including without limitation, any proceedings in the court of law and/ or Government Authority, claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), will, any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, patta, lease, license, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party or any other registered or unregistered encumbrance. The term "**Encumber**" or "**Encumbered**" shall be construed accordingly.

"**GPA**" shall have the meaning assigned to in Article 6.4.

"**Government Authority(ies)**" shall mean any government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, or any other government authority, agency, department, registrar, sub-registrar, board, commission or instrumentality or any political subdivision thereof, and any court, tribunal or arbitrator(s) of competent jurisdiction, and, any governmental or non-governmental self-regulatory



organization, agency or authority

"**IDC**" shall mean the infrastructure development charges as may be made applicable by the Government Authorities.

"**LOA Sale Area**" shall have the meaning assigned to in Article 5.8.

"**Land Owner's Area**" shall have the meaning assigned to in Article 3.3(a).

"**Notice of Possession**" shall have the meaning assigned to in Article 3.3(b).

"**Occupancy Certificate**" shall mean the certificate issued by DTCP permitting occupation of the Project and/ or any part thereof.

"**Office Block**" shall have the meaning assigned to in Article 3.2(a).

"**Offer Notice**" shall have the meaning assigned to in Article 3.8.

"**Project**" shall have the meaning assigned to in Recital D.

"**Project Documents**" shall have the meaning assigned to in Article 3.14.

"**Project Land**" shall have the meaning assigned to in Recital A.

"**Project License**" shall have the meaning assigned to in Recital C.

"**Project Sharing Ratio**" shall have the meaning assigned to in Article 3.2.

"**RERA**" means Real Estate (Regulation and Development) Act, 2016 read with Haryana Real Estate (Regulation & Development) Rules, 2017 including rules and regulations made thereunder;

"**Refundable Deposit**" shall have the meaning assigned to the expression in Article 3.1.

"**TOD FAR**" shall mean floor area ratio applicable to the Project Land, if eligible in terms of TOD Policy which is presently calculated @350%.

"**TOD FSI**" shall mean 6,44,874 sq. ft. (59,910.76 sq. mts.) approx. FSI available for Development of the Project on the Project Land by utilising TOD FAR.

"**TOD Policy**" shall mean policy relating to 'Transit Oriented Development' notified vide Noufication no. CCP(NCR)/TOD/2016/348 dated 9 February 2016 by Town and Country Planning Department, Haryana Government as amended from time to time.



"**Tax and Cess**" means any and all kind of tax and cess applicable as on date or imposed in future even if the same is with retrospective effect, including but not limited to goods and services tax, value added tax, works contract tax, service tax, labour cess, luxury tax, building and other construction workers welfare fund, education cess and any other tax and cess by whatever name called.

1.2 **INTERPRETATIONS:** In this Agreement, unless the context requires otherwise:

(a) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);

(b) reference to any individual shall include his/her legal representatives, successors, legal heirs, executors and administrators,

(c) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;

(d) headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;

(e) the recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;

(f) references to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";

(g) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;

(h) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;

(i) the term "Article" refers to the specified Article of this Agreement;

(j) reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced;

(k) reference to any agreement, deed, document, instrument, rule, regulation,



notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced;

(l) the Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other;

(m) any word or phrase defined in the body of this Agreement as opposed to being defined in Article 1.1 shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context; and

(n) if any provision in Article 1.1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

ARTICLE 2
GRANT OF DEVELOPMENT RIGHTS

2.1 Pursuant to the Refundable Deposit paid as prescribed in Article 3.1, and the fulfillment of the covenants, obligations, representations and warranties of the Developer, the Land Owner, subject to the terms of this Agreement, hereby unconditionally, absolutely and irrevocably grant to the Developer exclusive Development Rights of the Project over the Project Land, and the Developer hereby acquires the exclusive and irrevocable Development Rights of the Project over the Project Land.

2.2 The Parties agree that all documents, material and statements provided by the Land Owner at the time of execution of this Agreement as well as at the time of due diligence have been considered as material representations made by the Land Owner to the Developer, based on the same and the due diligence conducted by it, the Developer has decided to acquire the Development Rights and to invest in and participate in the Development of the Project.

2.3 The Parties agree that nothing contained herein shall be construed as delivery of possession of the Project Land in part performance of any agreement of sale under Section 53-A of the Transfer of Property Act. It is clarified that the Land Owner shall be the owner of the Project Land, and the Developer shall have the permission to enter upon the Project Land only for carrying out the Development of the Project and for exercising the Development Rights of the Project in terms of this Agreement.

ARTICLE 3
REFUNDABLE DEPOSIT, PROJECT SHARING RATIO, LAND OWNER'S AREA,

Authorised Signatory

DEVELOPER'S AREA

3.1. Refundable Deposit:

Pursuant to the Development Rights granted to the Developer under this Agreement, the Developer has paid to the Land Owner a Refundable Deposit **("Refundable Deposit")** of Rs 40,00,00,000/- (Rupees Forty Crore Only) as per the following details:

(a) a sum of Rs 10,00,00,000/- (rupees ten crore only) vide cheque no. 009186 dated 12.09.2018 drawn on HDFC Bank Limited; and

(b) Simultaneously with the registration of this Agreement and receipt of demarcation report of the Project Land from the Tehsildar duly acknowledged by halqa Girdhawar, a sum of Rs 30,00,00,000/- (rupees thirty crore only) vide cheque no. 009084 dated 24/12/2018 drawn on HDFC Bank Limited.

The Refundable Deposit shall always remain interest free and shall be refunded back to the Developer within 30 (thirty) days of the Project Completion Date.

3.2. Project Sharing Ratio:

In consideration of the Land Owner providing and making available to the Developer the Project Land for development of the Project and granting exclusive and irrevocable Development Rights to the Developer, the total super area of the Project shall be shared between the Land Owner and the Developer in the following manner:

(a) Land Owner's Project Sharing Ratio: 40% of the total super area of the Project along with an additional 50,000 (fifty thousand) sq ft collectively to be allocated within the office block of the Project only **("Office Block")** which shall be handed over in warm shell condition as per mutually agreed Specifications and Standards as referred in **Annexure-E** and;

(b) Developer's Project Sharing Ratio: 60% of the total super area of the Project subject to (a) above.

(c) The Super Area of the Project shall be determined jointly by the Parties.

(d) It is agreed between the Parties that in case there is an atrium/ lobby on the ground floor of the Office Block, the same will be treated as common area and any income arising from atrium/ lobby of the Office Block shall be shared between the Parties in the Project Sharing Ratio. Further, the terrace above the top floor of the Office Block will also be treated as common area. The Common areas of the Office Block including toilets, stair case, lift lobby, atrium, main lobby shall be fully finished as per mutually agreed Specifications and Standards as referred in **Annexure-E.**

3.3. Land Owner's Area:



(a) The super area of the Project equivalent to Land Owner's Project Sharing Ratio shall be exclusively allocated and demarcated within the office block of the Project ("**Land Owner's Area**"). The Office Block shall be shared horizontally between the Parties.

(b) On receipt of approved building plans of the Project, the Developer shall allocate the Land Owner's Area in the Office Block 'going upwards from below', in a continuous manner, from the floor from which the Office Block starts.

In case there is any leasable space on the ground floor in the Office Block, other than atrium/ lobby, then the Land Owner's Allocation shall take place from ground floor upwards. It is agreed between the Parties that the area, if any, on the ground floor allocated as part of Land Owner's Area in terms of this clause may be used for any permissible purpose as per the Applicable Laws.

(c) The Developer shall within 7 (seven) days of receipt of approval of building plan for the Project give written notice to the Land Owner informing of the approval of the building plans along with the copy of the approved building plans, computation of super area of the Project and demarcate the Land Owner's Area in terms of article (b) above ("**Demarcation Notice**"). The Land Owner shall inform in writing of any objection to the Developer within 30 (thirty) days of receipt of the Demarcation Notice ("**Demarcation Intimation**").

(d) In case Land Owner fails to raise any objection on the Demarcation Notice within 30 (thirty) days as provided in Article 3.3(c) hereinabove, it shall be deemed that the Land Owner has accepted the Demarcation Notice. Area shall be allocated and demarcated 'going upwards from below', in a continuous manner, from the floor from which the Office Block starts.

(e) Accordingly, subject to Article 3.3 (b) and 3.3 (c), the remaining area in the Project shall be deemed to be the Developer's Area, and the Developer shall have the right to book, allot, sell, lease, license, etc. the Developer's Area in the Office Block post receipt of Demarcation Intimation or expiry of 30 (thirty) days as above, whichever is earlier. For sake of clarification, the conveyance deed in favour of the customers of the Developer's Area will be executed by the Developer post Project Completion Date.

(f) The common areas in the Project as well as service area etc. shall be shared between the Parties in the Project Sharing Ratio.

(g) The Land Owner hereby agrees, confirms and undertakes that once the Land Owner's Area is allocated it shall have no right to demand or, claim reallocation of the super area in the Project as per the Land Owner's Project Sharing Ratio in any part of the Project other than the Office Block and allocated parking space.



The Developer shall, however, ensure that Land Owner's Area in the Office Block is in no way inferior to the Developer's Area.

(h) Within 7 (seven) days of the Project Completion Date, the Developer shall offer in writing the possession of the Land Owner's Area to the Land Owner ("**Notice of Possession**"). Within 30 (thirty) days of receipt of Notice of Possession, the Land Owner shall inspect the Land Owner's Area, and take possession of the Land Owner's Area.

In case any defect rectifications etc. is required by the Land Owner, (such defect, rectification, etc. to be in in terms of this Agreement), the Land Owner shall issue written notice to the Developer advising such defects, etc. within the period of 30 (thirty) days from the date of Notice of Possession. Any such defect rectification etc. shall be rectified by the Developer at its own cost and expenses. Post rectification of the defects, etc. the Developer shall again offer in writing the possession of the Land Owner's Area to the Land Owner ("**Notice of Possession**"). Within 30 (thirty) days of receipt of Notice of Possession, the Land Owner shall inspect the Land Owner's Area, and take possession of the Land Owner's Area.

In case Land Owner fails to take possession of the Land Owner's Area within the period of 30 (thirty) days as above, the Developer shall again issue 30 (thirty) days' notice to the Land Owner to take possession. In case the Land Owner fails to take possession of the Land Owner's Area within such additional period of 30 (thirty) days, it will be deemed that the Land Owner has taken possession of the Land Owner's Area.

(i) Simultaneously with the Land Owner taking over the possession of the Land Owner's Area including deemed possession as above, the Developer shall be relieved of all its obligations towards the Land Owner under this Agreement as far as delivery of possession of Land Owner's Area is concerned.

(j) Post Project Completion Date, obligations for upkeep and maintenance of the Project shall be that of the Developer, subject to payment of maintenance charges, utility charges, etc. by the Land Owner at the rate as mutually agreed between the Parties and set out in Article 4.10 below.

(k) All other post completion compliances as per RERA shall be borne by the Developer at its own cost and expense.

3.4. **Developer's Area:**

(a) The Parties hereby mutually agree that subject to provisions of Article 3.3 hereinabove, all areas other than the Land Owner's Area in the Project shall be

Authorised Signatory

Developer's Area, and the Developer shall have exclusive right to utilize the same in such manner as it may deem fit in accordance with the approved building plans.

(b) It is, however, expressly understood and agreed between the Parties that the conveyance deed in favour of the customers of the Developer's Area will be executed by the Developer post Project Completion Date.

3.5. The parking slots in the Project, as per the approved building plans, shall be allocated between the Parties vertically on all parking floors in the Project Sharing Ratio.

3.6. The Parties shall not be entitled to sell, lease or otherwise dispose-off their respective shares in the Office Block till demarcation of the Land Owner's Area in terms of Article 3.3 hereinabove.

3.7. At any stage if FAR is increased it shall always be shared between the Parties in the Project Sharing Ratio. Any cost of increased FAR beyond TOD FAR, shall be borne between the Parties in proportion to the Project Sharing Ratio. At any stage if FAR is decreased it shall always be reduced from the respective share of the Parties in the Project Sharing Ratio.

In case the additional FAR, i.e. beyond TOD FAR, is so availed, the Developer and Land Owner shall mutually agree on the revised Project Completion Date.

3.8. At any stage prior to the Project Completion Date, if the Land Owner intends to sell directly or indirectly all or any part of the Land Owner's Area ("**LOA Sale Area**"), it shall prior to the each such proposed sale, first offer the LOA Sale Area to the Developer by issuing a written notice ("**Offer Notice**") providing all material information about the offer including price, area, duration of offer, etc. However, the Land Owner shall have no obligation to disclose name of the intending buyer to the Developer of such sale. The Developer shall, either directly or through its Promoters or Group Company, have the option to accept the offer for purchase of the LOA Sale Area on the terms and conditions as set forth in the Offer Notice within 10 (Ten) working days after receipt of the Offer Notice. In case the Developer declines the offer or does not accept the same within 10 (Ten) working days as above, it shall be deemed that the Developer has declined the offer, and the Land Owner shall be free to sell the LOA Sale Area to a third party on terms no less favorable than those set forth in the Offer Notice. No such restriction applies to sale by Land Owner of LOA Sale Area post Project Completion Date.

3.9. In case due to any reason whatsoever if presence of the Developer is required for signing, execution and/ or registration of agreement to sell, etc. of the Land Owner's Area, the Developer shall make itself available for signing, execution and/ or registration, as and when advised by the Land Owner, in accordance with the terms of

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this Agreement without Developer raising any demand and/ or claim of any amount for facilitating the same.

3.10. Cost of selling, brokerage, leasing, fit outs, etc. shall borne by the Land Owner and the Developer for their respective areas. Cost of marketing of Office Block till Project Completion Date shall be borne exclusively by the Developer, and post Project Completion Date by the Land Owner and the Developer for their respective areas.

3.11. The Parties shall mutually work together for leasing of their respective areas in the Office Block. However, the Parties shall have exclusive right to lease their respective areas in the Project on such terms and conditions as they deem fit and proper.

The Developer shall, however, render full assistance to the Land Owner to lease and/ or sell the land Owner's Area, in case the Land Owner so desires.

3.12. The Land Owner hereby represents and confirms that the entire EDC and IDC payable on the Project License as per the Current Approved FSI has been paid and there are no dues towards the same. Any demands, liabilities, interest, etc towards EDC and IDC for the Current Approved FSI pertaining to the period prior to signing of this Agreement shall be borne by the Land Owner.

3.13. Bank Guarantee as per the following details furnished by the Land Owner with DTCP shall be replaced by the Developer with its own bank guarantee within 30 (thirty) days from the registration of this Agreement & GPA:

(a) Towards Internal Development Works - Bank Guarantee No. 0490100000264 dated 10.11.2016 issued by Axis Bank, New Delhi for Rs 27,61,000/- (rupees twenty-seven lacs sixty-one thousand only).

3.14. The original title deeds and Approvals relating to the Project Land and the Project ("**Project Document**") shall be kept with a trustee registered with SEBI or in a bank locker at the time of registration of this Agreement. As and when any Project Document is required to be produced before the Government Authority or Financial Institution/Banks or Third Party, the Land Owner and the Developer shall on 24 (twenty-four) hours prior notice cooperate with each other to produce the same and shall issue joint instructions in relation to the same.

ARTICLE 4
BRANDING & MARKETING OF THE PROJECT, SALE OF DEVELOPER'S AREA, MAINTENANCE OF THE PROJECT

4.1 Office Block shall be co-branded as per the mutual discussion between the Parties. Name of the Office Block shall be mutually decided between the Parties. Office Block marketing, advertisement, collaterals, etc. shall carry the joint branding of the Parties.

4.2 Developer's Area (other than in Office Block) shall be branded, named and marketed as per the sole discretion of the Developer.

4.3 The Developer shall have the right to place/erect/put up sign boards, flex, etc. on the Project Land simultaneously with the registration of this Agreement which shall bear the branding of the Office Block as well as Developer's Area (other than in Office Block).

4.4 The Developer shall be entitled to use its as well as Land Owner' names & trademarks, for branding, marketing, promoting, communicating and publicizing the Project in all forms of media including newspaper, magazine, website, etc. in a manner mutually agreed in writing.

4.5 After BI Approval, grant of TOD FSI, approval of building plans for the Project and registration under RERA as applicable, the Developer shall have the sole and exclusive right to book, allot, transfer, sell the Developer's Area in accordance with the terms of this Agreement, and to execute and register the documents/deeds in relation thereto with the Government Authority.

4.6 Further, simultaneously with the demarcation of the Land Owner's Area in terms of Article 3.3 hereinabove, the Land Owner shall execute and get registered with the Government Authority, at the cost and expense of the Developer, an irrevocable special power of attorney, as per the format annexed as **Annexure-F**, in favour of the Developer.

4.7 The Developer shall have the right to collect and receive the entire sales revenue, lease revenue, deposits, etc. with respect to the Developer's Area in its own name and appropriate the same and to issue valid receipts for the amount received. For such collection and receipts, the Developer shall be solely responsible and liable in the event any refund is claimed by any third party.

4.8 The Developer shall have the right to prepare all documents, deeds, agreements, receipts, etc. for booking, allotment, sale, conveyance, transfer, etc. of the Developer's Area as per mutually agreed format.

4.9 The Parties shall mutually prepare all documents as may be required for the lease, license, etc. for their respective areas in the Office Block.

4.10 The Parties mutually agree that post Project Completion Date, the operation and maintenance of the Project shall be undertaken by the Developer or its nominated agency. In case the Developer decides to outsource the maintenance to a third party, in such case, third party maintenance agency will be appointed as per mutual agreement between the Parties.

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In case maintenance is undertaken by the Developer or its nominated agency, the vacant/ non-leased areas falling in the Land Owner's Area will be charged maintenance charges at the rate of 50% of the charges to be charged by the maintenance agency from the lessees of the Office Block, subject to a maximum of charge being levied on the Developer for the vacant areas in the Developer's Area. However, in case the maintenance is undertaken by a third-party maintenance agency, the maintenance charges will be charged from both the Land Owner and the Developer at such rates (which shall be equal for both) as may be decided by the third-party maintenance agency.

ARTICLE 5
MORTGAGE & RAISING FINANCE BY THE DEVELOPER

5.1 The Developer shall have the right to mortgage and create charge on (i) Developer's share in the Project Land; (ii) Developer's Area and (iii) receivables accruing from the Developer's Area in favour of any lender/financial institution/bank subject to the Developer ensuring that the draw-down of the loan availed as above at any point of time shall not be more than the amount invested in the Project by the Developer whether through its own sources or through sale of Developer's Area. The Developer agrees to invest and maintain at least Rs. 70,00,00,000/- (rupees seventy crore only) invested in the Project from its own funds and resources exclusive of amount received from the intending pruchasers in respect of the Developer's Area.

5.2 The Loan availed as contemplated in Article 5.1 hereinabove shall come in escrow account and be used only for the Development of the Project and for no other purpose.

5.3 The Developer will be solely responsible for all corporate or personal guarantees, sureties and the Land Owner shall not be obligated to provide corporate or personal guarantees in any manner whatsoever for the loan raised by the Developer as above. However, the Land Owner shall sign, execute and register such documents, as may be required for creation of mortgage and charge on Developer's share in the Project Land.

5.4 The Developer shall furnish to the Land Owner quarterly figures of amounts spent and source of funds duly certified by chartered accountant.

ARTICLE 6
OBLIGATIONS AND RIGHTS OF THE DEVELOPER

6.1 The scope of Development of the Project includes strategy, conceptualisation, planning, designing, implementation, construction, execution, obtaining Approvals, liaison, marketing, branding, promoting, communicating, etc of the Project by the Developer at the cost and expense of the Developer.

6.2 The Land Owner and the Developer have received in-principle approval from DTCP for 'change in beneficial interest' in the Project License vide memo no LC-1313-JE(VA)-



2018/34206 dated 18.12.2018 as per the policy of DTCP ("**BI Approval**"). It shall be the sole responsibility of the Developer to undertake the compliances as stated in the in-principle approval as above at its own cost and expense.

6.3 Simultaneously with the execution of this Agreement the Land Owner shall execute a general power of attorney for Development of the Project as per the format annexed as **Annexure-G** ("**GPA**") in favour of the Developer.

All stamp duties, cesses, taxes, levies, registration fees, charges etc. by whatsoever name called on this Agreement, all power of attorneys executed in favour of the Developer under his Agreement and all agreements/ deeds executed by the Developer in favour of any party with respect to the Developer's Area shall be to the account of and borne by the Developer.

6.4 The Land Owner shall hand over duly demarcated and actual vacant peaceful physical possession of the Project Land duly fenced free from all Encumbrances to the Developer for the Development of the Project simultaneously with the registration of this Agreement and GPA.

6.5 The Land Owner has already applied for grant of TOD FSI on the Project Land in terms of the TOD Policy vide letter dated 20 July 2018 and has deposited an amount of Rs. 3,78,65,894/- (Rupees Three Crore Seventy-Eight Lac Sixty-Five Thousand Eight Hundred and Ninety-Four Only) as the first installment towards License Fee and Scrutiny Fee. Since it is agreed between the Parties that it is the sole and exclusive responsibility of the Developer to obtain the TOD FSI on the Project Land and is solely liable for all fees, charges, cess, levies, costs and expenses therefore, the above amount of Rs. 3,78,65,894/- (Rupees Three Crore Seventy-Eight Lac Sixty-Five Thousand Eight Hundred and Ninety-Four Only) already paid by the Land Owner towards TOD FSI has been reimbursed to the Land Owner by the Developer vide cheque no. 009187 dated 12.09.2018 drawn on HDFC Bank Limited. All further payments, costs, expenses in this behalf shall be exclusive liability of the Developer. It is hereby clarified that EDC and IDC pertaining to TOD FSI shall be the exclusive liability of the Developer.

6.6 The Developer agrees and undertakes to obtain all requisite Approvals and keep them valid and subsisting till Project Completion Date at its own cost and expense. The Land Owner shall ensure that it shall cooperate in signing any applications/ papers required to be signed and the Land Owner shall maintain itself in good order so that the requisite Project Approvals are kept valid and subsisting.

6.7 Registration and compliances as applicable for the Development of the Project under RERA, and all and every other statutory compliance applicable for the Development of the Project shall be the responsibility of the Developer and shall be undertaken by the Developer within the prescribed timelines therefor at its own cost and expense. All fees, charges, levies and cess etc. required to be paid in this behalf shall be borne by the



Developer. The Developer hereby indemnifies and agrees to keep indemnified the Land Owner against all losses, penalties, costs and expenses suffered by the Land Owner as a consequence of breach by the Developer of its obligations. Land Owner shall, however, be responsible for registrations and compliances applicable under RERA, if required, for any part of Land Owner's Area at its own cost and expense, however the responsibility for construction and completion of the Project will continue to remain that of the Developer even in respect of Land Owner's Area.

6.8 The Developer shall construct the Project entirely at its own cost and expense as per the Specifications and Standards annexed as **Annexure-E**. The Specifications and Standards of the Office Block of the Project ("**Office Block**") shall be identical for the entire Office Block irrespective of whether the same forms part of Land Owner's Area or Developer's Area and shall be as per **Annexure-E**.

6.9 The Developer shall discuss for appointment of key designing agencies, i.e. architect, main civil contractor, project management consultant (if any) with the Land Owner. The Developer shall conceptualise and design the Project and shall share the concept and design with the Land Owner. The Land Owner shall provide its suggestions on the concept and design within 10 (ten) working days of its receipt. The Developer shall not unreasonably reject any suggestions made by the Land Owner.

6.10 Subject to the provisions of Article 6.10 hereinabove, the Developer shall be entitled to engage any contractor, sub-contractor, architect, engineer, designer, service provider, consultant, agency and workmen for the Development of the Project as it may decide from time to time.

6.11 The Developer shall ensure safety and security of the men and materials on the Project Land and shall take adequate measures and steps in this regard. During the period of Development of the Project until the Project Completion Date the Developer shall keep the Project insured in terms of RERA. The Land Owner will have no liability of any sort whatsoever on account of any contractors, sub-contractors, labours, workmen on the Project and the Developer shall be solely responsible for the same and indemnifies and shall keep the Land Owner indemnified against any third-party claims in this behalf.

6.12 The Land Owner shall always have free access to the Project Land, the construction site and the semi-finished or finished structure, to inspect the Development of the Project at its own cost and expense. For facilitation purposes however, the Land Owner shall give prior written intimation to the Developer.

6.13 The Developer shall be solely responsible for all statutory compliances, taking all necessary approvals, and for payment of all fees, levies, charges, dues, Tax and Cess relating to Development of the Project. The Developer shall also be solely responsible for payment of all utilities to Government Departments/service providers for the Development of the Project.

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6.14 The Developer shall provide quarterly MIS on the construction status of the Project till Project Completion Date not later than 15th day of the succeeding month broadly covering the following on the designated Email ID: ramansood@eros-group.com:

(a) Site pictures;

(b) Construction status; and

(c) figures of amounts spent and source of funds duly certified by chartered accountant

6.15 Project Start & Completion Date:

(a) The start date of the Project shall be the date of receipt of approval of building plans for the Project from DTCP or environmental clearance for the Project under EIA Notification dated 14 September 2006, whichever is later ("**Project Start Date**").

(b) Subject to terms of this Agreement and Force Majeure, the Project shall be completed within a period of 48 (forty-eight) months from the Project Start Date. The Developer shall further be entitled to a grace period of 6 (six) months over and above the 48 (forty-eight) months period for completion of the Project. The date of expiry of 54 (fifty-four) months from the Project Start Date or receipt of Occupancy Certificate for the Project, whichever is earlier, shall be the completion date of the Project ("**Project Completion Date**"). The Project shall be considered to be complete on grant of Occupancy Certificate to the Project by the Government Authority with all services laid out completed and approved so that it is in habitable and leasable condition.

(c) Notwithstanding anything contained in this Agreement, in the event the Project Completion Date is delayed due to any material misrepresentation or failure to fulfil any of its material covenants by the Land Owner or Force Majeure or defect in the title of the Project Land, the Project Completion Date shall be accordingly extended.

(d) The implementation schedule for the Project is attached as **Annexure-H**.

6.16 The Developer shall be entitled to deal with and/ or represent before Government Authority for registration of agreements, addendums, deeds, documents, etc. in respect of the Development of the Project, and to appear or authorize any other person(s) to appear before Government Authority, and to collect such deeds and documents from such authority etc. after registration in accordance with the provisions of this Agreement.

6.17 The Developer shall be entitled to receive refund of security deposits, bank guarantees, advances, fees, Tax and Cess, etc. paid/ tendered by it to the Government Authorities at any time during or post completion of the Project. If any such refund is received in the



name of the Land Owner, the Land Owner shall refund the same to the Developer without any demur or delay within 15 (fifteen) working days of its receipt.

6.18 The Developer shall be solely and exclusively responsible and liable for all the payments made by all customers/ buyers of units in Developer's Area and for any refunds etc. that may arise for any reason whatsoever including but not limited to any delay in Project Completion, non-delivery or in case of any cancellations by such customers/ buyers.

ARTICLE 7
OBLIGATIONS OF THE LAND OWNER

7.1 The Land Owner shall hand over duly demarcated and actual vacant peaceful physical possession of the Project Land for Development of the Project, duly fenced and free from all Encumbrances to the Developer simultaneously with the registration of this Agreement and GPA.

7.2 The Land Owner shall keep title and ownership of the Project Land absolutely free & marketable in all respectsand free from all Encumbrances at its own cost and expense, save and except for the mortgage referred to in Article 5 above. During the period of Development of the Project until the Project Completion Date, Land Owner shall keep the Project Land insured against defect in title, if required and possible in terms of RERA.

7.3 All expenses, costs, Tax & Cess, levies, claimsand outgoings with respect to the Project Land on the basis of the Current Approved FSI for the period up to the date of execution of this Agreement shall at all times be solely paid and borne by the Land Owner even if the demand is received after the date of this Agreement. It is clarified that any demand received on account of the execution of this Agreement shall be borne exclusively by the Developer. Liability of payment of goods and services tax shall be on the respective Parties in terms of Goods and Services Tax Act, 2017.

Tax and Cess, levies, claims and outgoings with respect to the Project Land which may accrue anytime post the date of execution of this Agreement shall be borne by the Developer till the Project Completion Date. Post Project Completion Date and handing over of possession of the Land Owner's Area in terms of this Agreement, the Parties will be liable for property tax, Tax and Cess, levies etc. for their respective areas in the Project.

7.4 The Land Owner shall fully cooperate and assist the Developer in the entire development process of the Project, but each and every cost and expense incurred for the Development of the Project shall be borne by the Developer.

7.5 The Land Owner shall be responsible for the fees payable for extending validity of the Project License for a period of 1 (one) year w.e.f. date of registration of this Agreement

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("**License Renewal Period**"). In case the Project License is renewed beyond License Renewal Period, the Land Owner shall bear the cost of renewal proportionately for License Renewal Period only, and the remaining cost will be borne by the Developer.

7.6 The Land Owner shall fully co-operate, assist and sign, execute and deliver board resolutions, papers, documents, deeds, letters, affidavits, no-objection certificates, applications, authorizations, undertakings, supply and provide all documentary/ title evidence and appear before the Government Authorities, as may be requested by the Developer, including for obtaining all Approvals, BI Approval and TOD FSI, etc. to consummate more effectively the purposes or subject matter of this Agreement, within 3 (three) working days of written request from the Developer, but all costs and expenses are to be borne solely by the Developer.

7.7 The Land Owner shall provide board resolutions in favour of the Developer, as and when advised by the Developer, in terms of this Agreement to sign, execute and/ or register documents, deeds, agreements, etc. for and on behalf of the Land Owner for (a) Development of the Project; and (b) booking, allotment, sale, transfer, conveyance, lease, license, etc. of Developer's Area. In case due to any reason whatsoever if presence of the Land Owner is required for signing, execution and/ or registration of documents, deeds, agreements, etc., the Land Owner shall make itself available for signing, execution and/ or registration, as and when advised by the Developer, in accordance with the terms of this Agreement without Land Owner raising any demand and/ or claim of any amount for facilitating the same.

7.8 The Land Owner shall not create any hindrance or obstruction on the Development Rights granted to the Developer under this Agreement in any manner whatsoever subject to the Developer fulfilling its obligations. The Land Owner shall not stop, prevent and/ or cause any hindrance or obstruction or delay in the Development of the Project or commit any act or omission that may result in stoppage or delay of the Development of the Project in any manner whatsoever.

7.9 The Parties shall not revoke or cancel or terminate this Agreement save and except as set out in Article 13 hereinbelow

7.10 Tax and Cess payable as a result of this Agreement by either of the Parties shall be borne by them respectively.

ARTICLE 8
MUTUAL REPRESENTATIONS AND WARRANTIES OF THE PARTIES

The Land Owner and the Developer hereby represent and warrant to each other that:

For A.G. Sood & Co. (Pvt.) Ltd.



(a) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.

(b) Each Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.

(c) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, representatives, officers, employees or advisers.

(d) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.

(e) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.

(f) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.

(g) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants as follows.

For R.C. Sood & Co. (P) Limited



(a) It is validly incorporated, in existence and duly registered under the Applicable Laws in India and has full power and authority to conduct its business as conducted on the date of this Agreement.

(b) This Agreement and all such other agreements and written obligations entered into and undertaken in connection with the transactions contemplated herein to which the Developer is a party, constitutes or will constitute, following the execution and delivery thereof, valid legally binding obligation of the Developer, enforceable against it in accordance with its respective terms.

(c) The execution and delivery of this Agreement has been duly authorized by way of a resolution passed in the meeting of the board of directors of the Developer. This Agreement constitutes valid and legally binding obligations enforceable against it in accordance with the terms hereof and the signature, delivery and performance of this Agreement does not violate any provision of Applicable Laws, judicial order or judgment or result in the breach of the terms of its Memorandum of Association or Articles of Association.

(d) The execution, delivery and performance of this agreement and the documents and agreements provided for herein, and the consummation of the transaction contemplated hereby, shall not, with or without giving of notice or passage of time, or both, (i) violate the provisions of any Applicable Laws,; and (ii) violate the provisions of its memorandum of association and articles of association, as may be amended from time to time; and (iii) violate any judgment, decree, order or award of any Court, Governmental Authority, judicial or quasi-judicial body or arbitrator under which it is bound; and (iv) it is not precluded by the terms of any contract, agreement or other instrument by which it is bound from entering into this Agreement and the documents and agreements provided for herein or therein or the consummation of the transactions contemplated hereby and thereby.

(e) The Developer shall take and keep valid and renewed at all times all the permissions, authorization, no objection, certificates, approvals, licenses, consents, approvals and NOC and insurances which may be required from time to time and also comply with the stipulations and terms and conditions stated in such licenses, consents, approvals and NOC including but not limited to payment of all fees, costs and expenses for obtaining the same or keeping the same renewed, valid and subsisting throughout the life cycle of the Project. The Land Owner shall provide all assistance as may be required in such regard, however, at the cost of the Developer at all times.

(f) That subject to Applicable Laws, the Developer has full corporate power and authority to sign, deliver and perform this Agreement without having recourses to any other person(s) and no consent permission, sanction or approval of any third party is required for this purpose.

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(g) There are no actions, suits, investigations or other proceedings pending and there are no orders, judgments or decrees of any court or Governmental Authority, judicial or quasi-judicial body in proceedings, and no facts or circumstances, which could reasonably be expected to give rise to an action, suit, arbitration, investigation or proceeding which could have an material adverse effect on the Project or the transaction contemplated herein the Developer is not in default or aware of any circumstances that may result in it being in default, under any agreement, where a consequence of such default could negatively affect and / or impair the Development of the Project as contemplated in this Agreement.

(h) The Developer has the necessary experience, skill, financial and technical capacity to carry out the Development of the Project.

(i) The Project Land shall be developed by the Developer for the Development of the Project, as an integrated commercial building (comprising of retail/shopping/commercial offices/multiplex/serviced apartments, etc.) at its own cost and expense except as stated elsewhere in this Agreement.

(j) The Developer has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under Applicable Laws.

(k) Neither the Developer nor any of its group companies nor subsidiaries nor affiliates have been declared NPA or a defaulter as per CIBIL rating.

ARTICLE 10
REPRESENTATIONS AND WARRANTIES OF THE LAND OWNER

The Land Owner hereby represent and warrant as follows:

(a) The Land Owner is the lawful, registered, sole, exclusive, beneficial and absolute owner of the Project Land with all rights appurtenant thereto and the same is duly recorded in its name in revenue records and at sub registrar's office. The Land Owner has acquired the Project Land in accordance with Applicable Laws and there is no outstanding amount to be paid to the erstwhile owners of the Project Land.

(b) Land Owner confirms that there are no demands outstanding in respect of the acquisition of the Project Land.

(c) Land Owner is in actual, vacant, peaceful and physical possession of the Project Land.

(d) The frontage of Project Land is not less than 148.3 meters (approx.) on main Golf Course Extension Road, Gurugram, Haryana.

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(e) The Project Land is eligible for grant of TOD FAR.

(f) The Project Land does not fall under the matter of Jai Narayan & Ors. vs. State of Haryana, Civil Appeal No. 8977, of 2014 pending before Supreme Court of India.

(g) The Land Owner possesses clear, marketable, unfettered, absolute and unrestricted right, title and interest on the Project Land which is duly licensed and fit for the purposes of utilization and exercise of the Development Rights granted herein and no other person has any right, title, interest, entitlement, claim or concern of any nature therein or with respect to the Project, Current Approved FSI, TOD FSI, etc. That there are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, ownership, titles, estate, privileges and interests vesting in the Land Owner with respect to the Project Land as required under Applicable Laws.

(h) The Project Land and Current Approved FSI are free from any stay order by Government Authority, Court, third party charge, mortgage, lien, encroachments and Encumbrances.

(i) There are no high tension cables/wires passing through or over the Project Land.

(j) The Project Land or any part thereof does not fall under the category of a 'Prohibited Area' or a 'Regulated Areas' as defined and prescribed under the Ancient Monument and Archaeological Site and Remains (Amendment and Validation) Act, 2010 or the Ancient Monument and Archaeological Site and Remains (framing of heritage bye-laws and Other Functions of the Competent Authority) Rules, 2011.

(k) The Land Owner hereby represents to the Developer that to the best of its knowledge all Tax & Cess, duties, levies, interest, penalty, fine (if any), property tax, vacant land tax or arrears as may be applicable on the Project Land which have been demanded till date have been paid and cleared. Any demand/dues, if any, in this regard for the period related up to the date of execution of this Agreement for the Current FSI shall be borne and paid by Land Owner.

(l) There is no action or inaction known to the Land Owner which could render the transactions contemplated by this Agreement as void/ unenforceable or untenable under law

(m) That other than Land Owner, no other Person(s) has/have any right, title, interest and/ or claim of whatsoever nature in or upon the Project Land and Land Owner is absolutely entitled to deal with the Project Land as it deems fit.

(n) The Land Owner has not entered into any agreement(s) for sale or alienation in any manner whatsoever or any other arrangement(s) for development or otherwise of the Project Land with any other Person(s), nor has it issued any power(s) of attorney or any



other authority, oral or otherwise empowering any other Person(s) to deal with the Project Land in any manner.

(o) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened. Further, the Project Land is not subject to any attachment by any Government Authority or lender or creditor or other person.

(p) The Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Land Owner is not in receipt of any notice relating to any investigation or enquiry, nor it has received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Government Authority or regulatory body, in relation to the Project Land.

(q) There are no actions, suits, proceedings or investigations pending or, to their knowledge threatened against the Land Owner at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material impairment of ability of the Land Owner to perform their obligations under this Agreement.

(r) That Project Land is not the subject matter of any Hindu Undivided Family, Trust, Minor Member, Wakf board, Panchayat, Gram Sabha, etc.

(s) The Land Owner has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.

(t) The Land Owner shall not during the term of this Agreement deal with the Project Land in any manner except as per the terms of this Agreement.

(u) The execution, delivery and performance by the Land Owner of this Agreement and the consummation by them of the transactions contemplated herein (i) have been duly and validly approved by its Board of Directors, (ii) do not violate or contravene any law, rule or regulation applicable to them, (iii) do not violate or conflict with any provision of its respective Memorandum of association or Articles of Association, (iv) do not violate any government license or permissions or any other license or any contractual obligation on them.

(v) The Parties hereby acknowledge and confirm that they have agreed to enter into the present Agreement relying on the representations and warranties made by each other and believing the same to be true and acting on the faith thereof.

(w) All the representations and warranties are valid and shall remain true and correct notwithstanding any information or document furnished to or findings made by the

For R.C. Sood & Co. (P) Limited



Developer during any due diligence exercise and no such information, document or finding shall limit the liability of Land Owner hereunder.

ARTICLE 11
PENAL PROVISIONS

11.1 In case of delay in achievement of Project Completion Date in terms of this Agreement, the Developer shall pay to the Land Owner penalty as follows:

(a) In respect of area forming part of Land Owner's Area for which Agreement to Lease/ Letter of Intent (LOI) has been signed with a third party between the Land Owner and the third party:

(i) The Developer shall be liable to pay penalty equivalent to rent as per the Agreement to Lease/ LOI signed between the Land Owner and the third party from the period of delay in achievement of the Project Completion Date.

(b) In respect of area forming part of Land Owner's Area for which Agreement to Lease/ LOI has not been signed with a third party between the Land Owner and the third party:

(i) For first 12 months of delay from the Project Completion Date (Delay Period 1):

- 50% of the market rental per month prevailing in the vicinity of the Project during the period of delay on the unsold portion of the Land Owner's Area.
- Market rental shall be determined on the basis of assessment reports commissioned through any of the two reputed IPCs (International Property Consultants such as JLL, CB Richard Elllis, Knight Frank Cushman & Wakefield, etc.)

(ii) For period between 12 months-18 months of delay from the Project Completion Date (Delay Period 2):

- 75% of the market rental per month prevailing in the vicinity of the Project prevailing during the period of delay on the unsold portion of the Land Owner's Area.

- Market rental shall be determined on the basis of assessment reports commissioned through any of the two reputed IPCs (International Property Consultants such as JLL, CB Richard Elllis, Knight Frank Cushman & Wakefield, etc.)

For R.C. Sood & Co. (P) Limited

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(iii) For delay beyond 18 months from the Project Completion Date:

- 100% of the market rental per month prevailing in the vicinity of the Project prevailing during the period of delay on the unsold portion of the Land Owner's Area.

- Market rental shall be determined on the basis of assessment reports commissioned through any of the two reputed IPCs (International Property Consultants such as JLL, CB Richard Elllis, Knight Frank Cushman & Wakefield, etc.)

(c) In respect of area forming part of Land Owner's Area which has been sold by the Land Owner, in case of delay in Project Completion Date, the Developer shall be liable to pay delay interest, cost, damages, etc to the customer of the Land Owner in terms of provision of RERA or as awarded by any Tribunal/ Court or Authority.

The delay penalty shall be paid every month in arrears by the Developer to the Land Owner by the 7th day of the succeeding calendar month.

11.2 Without prejudice to any other rights available to the Parties under Applicable Laws, if any of the Party fails to make payment to the other Party on the due date of such payment, the defaulting party shall pay penal interest @ 15% p.a. from the due date of payment till date of actual refund/payment.

11.3 In case of any defect in the title/ ownership including any charge/claim/lien/mortgage on the Project Land on the part of the Land Owner or part thereof, which stops/delays the development, sale, lease, license, marketing, etc. of the Project, is found at any stage during the currency of this Agreement, the same shall be rectified/ removed/ settled/ renewed/ restored by the Land Owner within 30 (thirty) days of notice of such claim/information at its own cost and expense. If Land Owner is unable to or does not rectify/ remove/ settle/ renew/ restore the same within 30 (thirty) days of notice of such claim/information, the Developer shall have the right, but not the obligation to rectify/ remove/ settle/ renew/ restore the same in consultation with Land Owner at the cost and expense of Land Owner.

11.4 Further, it has been agreed between the Parties that if any stay on the Project and/ or Project Land is granted by any Government Authority due to defect in title or on account of any act or omission of the Land Owner, the Land Owner shall get the stay vacated within 30 (thirty) days of notice of such stay at its own cost and expense. If the Land Owner is unable to or does not get the stay vacated within 30 (thirty) days, the Developer shall have the right but not the obligation to get the same vacated directly in mutual consultation with the Land Owner at the cost and expense of Land Owner.

For R.C. Sood & Co. (P) Limited

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11.5 In the event of stay being granted due to any act or omission of the Developer, the Developer shall be responsible for getting the same vacated within 30 days at its own cost and expense.

ARTICLE 12
INDEMNIFICATION

12.1. In terms of this Agreement, the Developer hereby agrees to indemnify and hold harmless the Land Owner from actual losses, liabilities, claims, costs, charges, actions, court proceedings & orders, third party claims, including those arising from assured return, interest, penalties, damages awarded by any Governmental Authority/ Court/ other Statutory Authorities with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of refund to customers of Developer's Area in the Project.

12.2. In terms of this Agreement, the Land Owner hereby agrees to indemnify and hold harmless the Developer from actual losses, liabilities, claims, costs, charges, actions, court proceedings & orders, third party claims, including those arising from assured return, interest, penalties, damages awarded by any Governmental Authority/ Court/ other Statutory Authorities with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of refund to customers of Land Owner's Area in the Project in case any term has been agreed by the Land Owner with those customers which are not been agreed to by the Developer in this Agreement.

12.3. The Parties hereby agrees to indemnify and hold harmless the Indemnified Party, its officers, employees, shareholders, directors and affiliates from actual losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, including interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

(a) any failure on the part of the Indemnifying Party to discharge its liabilities and/ or obligations under this Agreement; and

(b) any willful act of omission or commission, breach, misrepresentation, misconduct or negligence by the Indemnifying Party, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

ARTICLE 13
TERM &TERMINATION

13.1 This Agreement shall come into force and effect from the date of this Agreement and the Parties agree that thereafter it can be terminated by either party only for the reasons set out hereinbelow.

For R.C. Sood & Co. (P) Limited

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13.2 Any termination or expiry of this Agreement shall, unless otherwise agreed by the Parties, be without prejudice to the accrued rights and obligations of the Parties, at the date of such termination.

13.3 This Agreement is subject to receipt of BI Approval and grant of TOD FSI on the Project Land, and that in the event of rejection of BI Approval or non-grant of TOD FSI on the Project Land, unless agreed otherwise between the Parties, this Agreement shall stand terminated, and the Land Owner shall refund the amounts paid by the Developer in terms of Article 3.1 and Article 6.6 either to the Land Owner or to Government Authority under this Agreement within 15 (fifteen) days from date of termination of this Agreement.

Upon such termination and refund as set out in this sub-article, the Developer will be left with no rights, title interest or claims in the Project Land and no Party shall have any other claim on each other.

13.4 In addition to the above, this Agreement can also be terminated by the Land Owner on the happening of the following events: -

a) Failure by the Developer to commence the Development of the Project within 6 (six) months of Project Start Date;

b) Cancellation of the Project License for reasons solely attributable to the Developer;

c) In case the Project Completion Date is not achieved by 72 (Seventy-Two) months from Project Start Date;

d) Upon termination for the reasons set out in this clause, the Developer shall pay off the loan and get the Project Land released from all charges created over it and the original documents shall be returned to the Land Owner. In addition, the Land Owner shall forfeit the Refundable Deposit paid by the Developer in terms of Article 3.1, who shall also not be entitled to refund of all/ any fees, costs, expenses incurred by it on the Project till the date of termination and the Developer shall be left with no rights, title, interest, claim etc. on the Project on any account whatsoever.

13.5 This Agreement can be terminated by the Developer in the event of defect in title arising the Project Land which renders it incapable of being developed, or for the reasons set out in Article 13.3 hereinabove. In such an event the Land Owner shall refund the amounts paid by the Developer in terms of Article 3.1 i.e. Refundable Deposit and Article 6.6 i.e. amount paid towards TOD FSI either to the Land Owner or to Government Authority under this Agreement within 15 (fifteen) days from date of

For R.C. Sood & Co. (P) Limited

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termination of this Agreement.

13.6 In the event of termination of this Agreement for any reason attributable to the Developer except as stated in clause 13.5, the Developer shall also be solely and exclusively responsible and liable for refunding all the payments made by all customers/ buyers of units in Developer's Area including but not limited to interest, penalties and litigation cost etc.

13.7 The terminating party shall serve notice with a cure period of 60 (Sixty) days and if such breach is not cured within the cure period, the Agreement may be terminated by the aggrieved party.

ARTICLE 14
DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

14.1 **Amicable Settlement**: In case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Developer and Land Owner shall attempt to first resolve such dispute or claim through mutual discussions.

14.2 **Arbitration**: If the Parties fail to resolve such dispute or claim amicably, such dispute or claim shall be finally settled by arbitration. For the purpose of such arbitration, the Parties shall appoint one arbitrator each and the arbitrators so appointed shall appoint the third arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof. All arbitration proceedings shall be conducted in the English language and the seat of arbitration shall be New Delhi. The Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Article.

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

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 **No Partnership:** The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.

For R.C. Sood & Co. (P) Limited

Authorised Signatory

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15.2 **Waiver:** No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.

15.3 **Tax:** Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 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.

15.4 **Stamp Duty & Registration:** The Parties shall get this Agreement registered with the Registering Authorities. The cost of such registration and stamp duty payable thereon shall be borne by the Developer.

15.5 **Notice:** All notices, demands or other communication required or permitted to be given or made under this Agreement shall be in English language, in writing and delivered by hand with acknowledgment or sent by registered speed post with acknowledgement due along with email, addressed to the intended recipient at its address set forth below, or to such other address, as a Party may from time to time duly notify to the others in writing

To Land Owner:
Attention: Mr R.C. Sood
Address: R.C. Sood & Co. Pvt. Ltd.
10th Floor, Eros Corporate Tower,
Nehru Place, New Delhi – 110019.
Email: ramansood@eros-group.com

To Developer:
Attention: Mr Daljeet Singh
Address: Advance India Projects Limited
Ground Floor, The Masterpiece, Sector-54,
Golf Course Road, Gurugram, Haryana.
Email: daljeet@advanceindia.co.in

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

For R.C. Sood & Co. (P) Limited

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15.7 **Force Majeure:** The time limits provided in this Agreement shall not apply in case of Force Majeure Events i.e. events which are beyond the control of any Party and the said time limits shall be extended by the period of the said Force Majeure Events. Such act shall mean any event which by itself or in combination with other events or circumstances could not, by the exercise of reasonable diligence or despite the adoption of reasonable precautions and/ or alternative measures, have been prevented, or caused to have been prevented, and which impairs or adversely affects the Parties ability to perform its obligations. Such events and circumstances shall include but not be limited to (a) Acts of God such as fire, drought, lightnings, cyclone, tornado, floods, earthquake, epidemics, natural disasters,etc.; (b) explosions, air crashes and shipwrecks; (c) strikes or lock outs, curfew, industrial/labor dispute; (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries; (e) war and hostilities of war, riots or civil commotion; (f) non-procurement of Approval from Government Authority or imposition of any adverse condition or obligation in any Approvals from any Government Authority, including delay in issuance of the occupation certificate, and/ or any other approvals/certificate as may be required without any default on part of the Developer; (g) change in Governmental policy or the promulgation of or amendment in any Applicable Laws, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts the Parties from complying with any or all the terms and conditions as agreed in this Agreement or which directly affects the Project; (h) any events or circumstances analogous to the foregoing.

15.8 **Assignment:** The Land Owner and the Developer are not entitled to assign their rights under this Agreement, except with prior written consent of the other Party.

15.9 **Specific Performance:** The Parties to this Agreement agree that, to the extent permitted by Law, 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.

15.10 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.

THIS PAGE HAS BEEN LEFT INTENTIONALLY. SIGNING PAGE TO FOLLOW

For R.C. Sood & Co. (P) Limited

Authorised Signatory

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory



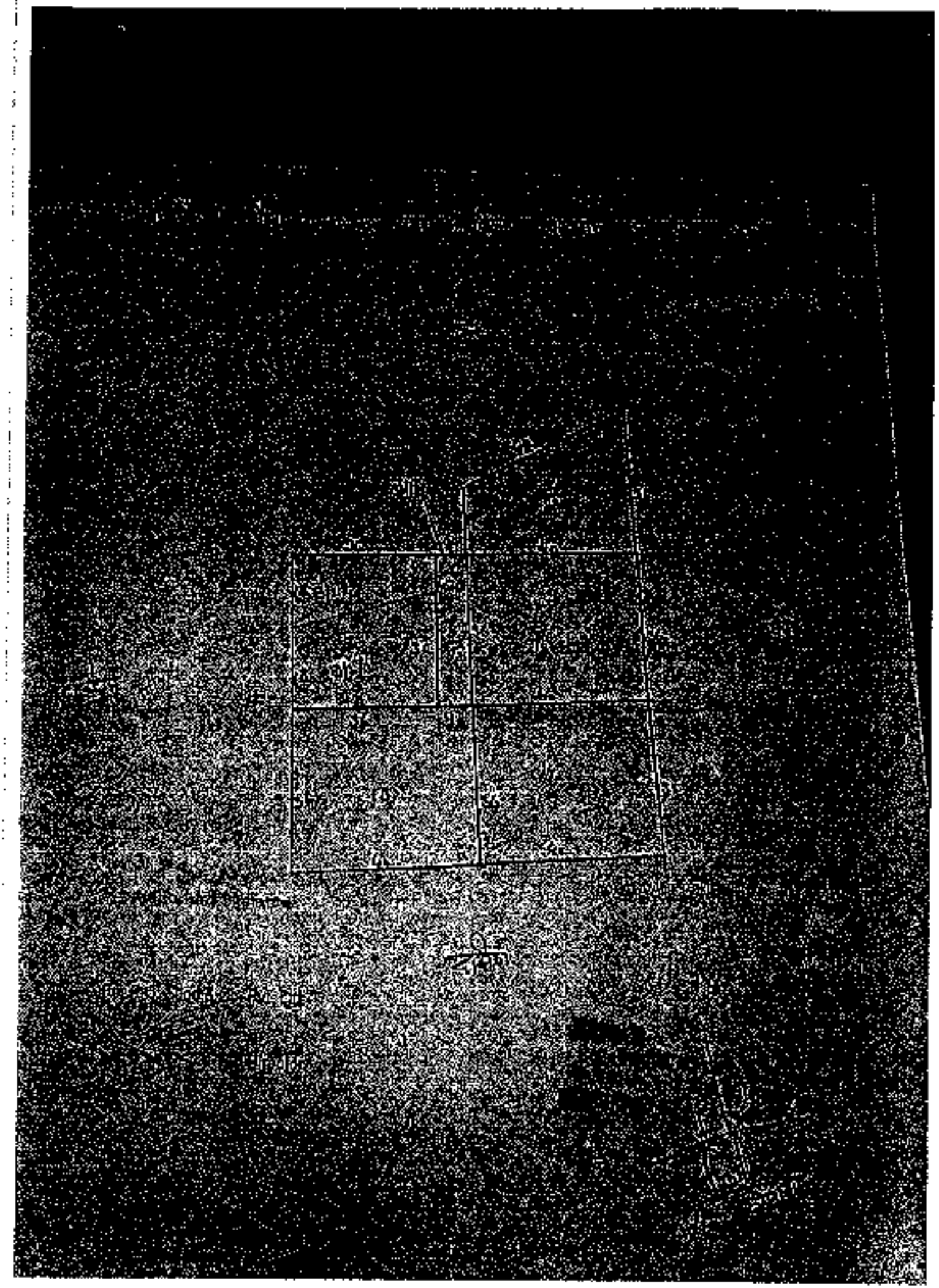
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

for **R.C. Sood & Co. Private Limited**	for **Advance India Projects Limited**
For R.C. Sood & Co. (P) Limited Authorised Signatory **Authorised Signatory**	ADVANCE INDIA PROJECTS LIMITED Authorised Signatory **Authorised Signatory**

Drafted by
C.P. Batheja
Advocate

Witness
Mukesh Kumar Saini
Advocate
Distt. Court, Gurugram

Witness
Surender Kumar
S/o Heera Ram R/o
H.No 539, Sector 53
Gurgaon





ANNEXURE - B

ZONING PLAN FOR COMMERCIAL COLONY MEASURING 4.418 ACRES LICENCE NO. 197 OF 2008 DATED 5.12.2008) IN SECTOR-66, GURGAON MANESAR URBAN COMPLEX BEING DEVELOPED BY M/S R.J.S. FINANCE AND INVESTMENTS PVT. LTD.

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised



ANNEXURE - C

From

The Director
Town & Country Planning,
Haryana, Chandigarh

To

M/s RJS Finance & Investments Pvt. Ltd.
S-I American Plaza International Trade Tower,
Nehru Place,
New Delhi-19.

Memo. No. 5DP-III-2008/ 9115
Dated 21-10-08

Subject:- Grant of License to develop a Commercial colony on the land measuring 4.418 acres falls in the revenue estate of village Badshapur in sector -66, Distt. Gurgaon.

******

Reference your application dated 12.2.2007 on the above noted subject.

2 Your request for the grant of license under section 3 of the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 framed there under for the development of a Commercial colony on the land measuring 4.418 acres falling in the revenue estate of village Badshapur in sector -66, Distt. Gurgaon, has been examined / considered by the department and it is proposed to grant licence to you. You are, therefore, called upon to fulfill the following requirements / pre-requisites laid down in Rule 11 of the Haryana Development and Regulation of Urban Areas Rules, 1976 within a period of 30 days from the date of issue of this notice, failing which the grant of licence shall be refused.

90 days

To furnish the25% bank guarantee on account of internal development charges for the amount calculated as under:-

3 INTERNAL DEVELOPMENT WORKS (IDW):-

a)	Total area	= 4.418 acres
b)	Interim rate of IDW	= Rs.25 lacs per acre
c)	Total cost of IDW of comm. component	= Rs.110.45 lacs
d)	25% BG on a/c of IDW	= Rs. 27.61 lacs

4.EXTERNAL DEVELOPMENT CHARGES (EDC):-

a)	Total area	= 4.418 acres
b)	Interim rate for development	= Rs.227.172 lacs per acre
c)	Total cost of EDC (for 1.75FAR)	= Rs.1003.65 lacs
d)	25% BG on a/c of EDC	= Rs.250.91 lacs

It is made clear that the bank guarantee of internal development works has been worked out on the interim rates and you have to submit the additional bank guarantee if any, required at the time of approval of service plan / estimates according to the approved layout plan. With an increase in the cost of construction and an increase in the number of facilities in the layout plan, you would be required to furnish an additional bank guarantee within 30 days on demand.

The rates of External Development Charges for Gurgaon have been conveyed by the Haryana Urban Development Authority (HUDA) on tentative basis. You will therefore be liable to deposit the rates of External Development Charges as finally determined by HUDA as per prescribed schedule by the Director, Town & Country Planning, and Haryana (DTCP). An undertaking may be submitted in this regard

For R.C. Sood & Co. Pvt. Ltd.
Director
For R.C. Sood & Co. (P) Limited

For ADVANCE INDIA PROJECTS LIMITED
ADVANCE INDIA PROJECTS LIMITED
DIRECTOR
Authorised Signatory

5. To execute two agreements i.e. LC-IV-B and Bilateral Agreement on Non-judicial stamp paper of Rs.3/-. Two copies of specimen of the said agreements are enclosed herewith for necessary action.

6. To deposit an amount of Rs 22,09,000/- (Rupees Twenty Two lacs, Nine thousand, Only) on account of deficit licence fee through bank draft in favour of DTCP, Haryana payable at Chandigarh.

7. To deposit an amount of Rs 2,25,28,354/- (Rupees Two Crors, Twenty Five lacs, Twenty Eight thousand, Three Hundred Fifty five Only) on account of conversion charges through bank draft in favour of DTCP, Haryana payable at Chandigarh.

8. To furnish an undertaking that you will deposit the Infrastructure development charges @ Rs.1000/- per sq. mts for commercial area, in two equal installments after grant of licence. First installment shall be payable within 60 days and second installment within six months from the date of grant of licence, failings which 18% PA interest will be charged.

9. To submit an undertaking that you will construct service road falling through your site side at your own cost and the entire road shall be transferred free of cost to the Government.

10 To furnish an undertaking that the portion of sector road, service road and internal circulation plan road which shall form part of the licence area, will be transferred free of cost to the Government in accordance with the provisions of section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975.

11. To furnish an undertaking that the applicant has no objection in give and take for land, with the land of HUDA for integration of services and for the development of commercial zone on the ratio of 50% by Govt. and 50% by private developers.

12. To submit an undertaking that you will integrate the services with the HUDA services as and when available.

13. To submit an undertaking that you will have no objection to the regularization of the boundaries of the licenced land through give and take with the land that HUDA is finally able to acquire in the interest of planned development and integration of services. The decision of the competent authority shall be binding upon the colonizer.

14 To submit a certificate from the District Revenue authority stating that there is no further sale of the land applied for licence till date and applicant companies are owner of the land.

15 That you shall submit NOC from the Ministry of Environment & Forest, Govt of India with respect to their notification dated 14.9.2006 before executing development works.

16. To submit an undertaking to the effect that you shall make arrangement for water supply, sewerage, drainage, etc to the satisfaction of DTCP till these services are made available from external infrastructure to be laid by HUDA.

17. To submit an undertaking to the effect that you shall obtain clearance from the competent authority if required under PLPA 1900 and other clearance required under any other law.

18. To submit an undertaking to the effect that you shall declare the Power load requirement of colony as per latest norms conveyed by HVPN/DHBVN with in two months of grant of licence.

19. The fee and charges being conveyed are subject to audit and reconciliation of accounts.

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised Signatory

Director,
Town & Country Planning
Haryana, Chandigarh

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory



ANNEXURE D

FORM LC-V
(See Rule-12)
Haryana Government
Town and Country Planning Department

Licence No. – 197 of 2008

1. This licence is granted under The Haryana Development and Regulation of Urban Areas Act, 1975 and Rules 1976 made there under to M/S RJS Finance and Investment Pvt. Ltd., S-I American Plaza International Trade Tower, Nehru Place, New Delhi-19 for setting up of Commercial Colony at village Badshapur, Tehsil & District Gurgaon.
2. The particulars of land wherein the aforesaid colony is to be set up are given in the schedule annexed hereto and duly signed by the Director, Town and Country Planning, Haryana.
3. The licence is granted subject to the following conditions:-
   a) That the Commercial Colony is laid out to conform to the approved layout plan and the development works are executed according to the designs and specifications shown in the approved plan.
   b) That the conditions of the agreements already executed are duly fulfilled and the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 and Rules, 1976 made there-under are duly complied with.
   c) That the demarcation plan of the colony area is submitted before starting the development works in the colony and for approval of the zoning plan.
4. That the licencee shall construct the portion of service road forming part of licenced area at his own cost and will transfer the same free of cost to the Government.
5. That the licencee shall derive permanent approach from the service road only.
6. That the licencee will not give any advertisement for sale of shops/office/floor area in Commercial Colony before the approval of layout plan/building plans.
7. That the portion of sector/Master plan road which shall form part of the licenced area shall be transferred free of cost to the Government in accordance with the provisions of Section 3(3)(a)(ii) of the Haryana Development and Regulation of Urban Areas Act, 1975.
8. That you shall obtain approval/NOC from the competent authority to fulfill the requirements of notification dated 14.09.2006 issued by the Ministry of Environment & Forests, Govt. of India before starting the development works in the colony
9. That the licence will use only CFL fittings for internal lighting as well as for campus lighting.
10. The licence is valid upto 4-12-2010

Dated 5-12-2008
The Chandigarh

(S.S. Dhillon)
Director,
Town and Country Planning,
Haryana, Chandigarh.

Endst No. 5DP-III-2008/ 11947 Dated:- 5-12-08

A copy is forwarded to the following for information and necessary action:-

1. M/S RJS Finance and Investment Pvt. Ltd., S-I American Plaza International Trade Tower, Nehru Place, New Delhi-19 along with copy of agreement LC-IV and bilateral agreement.
2. Chief Administrator HUDA Panchkula.
3. Managing Director HVPN Planning Directorate, Shakti Bhawan, Sector-6, Panchkula.
4. Addl. Director Urban Estates, Haryana, Panchkula
5. Administrator, HUDA, Gurgaon.
6. Chief Engineer, HUDA, Panchkula.
7. Superintending Engineer, HUDA, Gurgaon along with a copy of agreement.
8. Land Acquisition Officer, Gurgaon.
9. Senior Town Planner, Gurgaon. He will ensure that the colonizer shall obtain approval/NOC as per condition No. 8 above before starting the Development Works.
10. Senior Town Planner (Enforcement), Haryana, Chandigarh.
11. District Town Planner, Gurgaon along with a copy of agreement.
12. Senior Town Planner Monitoring cell, Sector-8c Chandigarh.
13. Accounts Officer, O/o Director, Town & Country Planning, Haryana, and Chandigarh along with a copy of agreement.

ADVANCE INDIA PROJECTS LIMITED
Authorised Signatory

District Town Planner (Hq)
For Director Town and Country Planning,
Haryana Chandigarh

For R.C. Sood & Co. Pvt. Ltd.
Director
For R.C. Sood & Co. (P) Limited
Authorised Signatory

For ADVANCE INDIA PROJECTS LIMITED
Director



FORM LC-V

To be read with Licence No. LC 197/08

Detail of land of M/s RJS Finance and Investment Pvt. Ltd. Sector-66, Village Badshahpur, Gurgaon.

Village	Rect. No.	Killa No.	Area K-M
Badshahpur	23	4/2	5-16
		7	8-0
		8/1 Min	0-15
		8/2 Min	4-16
		13	8-0
		14	8-0
			K-M

35-7 or 4.418 Acres

Director
Town & Country Planning,
Haryana, Chandigarh

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised Signatory

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

Renewal of licence 4870 4.12.

Directorate of Town & Country Planning, Haryana

SCO No. 71-75, 2nd Floor, Sector-17 C, Chandigarh, web site: www.tcpharyana.gov.in
Phone: 0172-2549349; email: tcphry@gmail.com

Regd.

To

R.C. Sood & Company Pvt. Ltd.
(formally known as RJS Finance & Investment Pvt. Ltd.)
Regd. 10th Floor, Eros Corporate Tower, Nehru Place,
New Delhi – 110019.
email id – eros@eros-group.com

Memo No. LC-1313-JE(MS)-2017/ 2771 Dated: 14.02.2018

Subject: **Renewal of licence no. 197 of 2008 dated 05.12.2008 granted for setting up of Commercial Colony over an area measuring 4.418 acres in the revenue estate of village Badshahpur, Sector-66, GMUC – R.C. Sood & Company Pvt. Ltd. (formally known as RJS Finance & Investment Pvt. Ltd.).**

Reference: Your application dated 29.12.201 & 17.11.20116 on the subject mentioned above.

Licence no. 197 of 2008 dated 05.12.2008 granted to R.C. Sood & Company Pvt. Ltd. (formally known as RJS Finance & Investment Pvt. Ltd.) for Commercial Colony over an area measuring 4.418 acres in the revenue estate of village Badshahpur, Sector-66, GMUC is hereby renewed up to **04.12.2018** on the terms and conditions laid down thereon.

1. This renewal will not tantamount to certification of your satisfactory performance entitling you for further renewal of licence.
2. You shall not approved the building plans and start construction at site after taking MoEF permission within validity of renewal of licence.
3. You shall get the service plan estimate for public health services, horticulture, street lighting and electrical service plan estimate approved from competent authority within validity of renewal permission.
4. You shall transfer the portion of Sector/master plan road which shall form part of licenced area free of cost to the Government in accordance with the provisions of Section 3(3)(a)(ii) of the Haryana Development and Urban Area's Act, 1975 within validity of renewal of licence.
5. You shall get the renewal of the licence till the final completion of the colony is granted.

* Original license No. 197 of 2008 dated 05.12.2008 is also returned herewith.

(T. L. Satyaprakash, IAS)
Director, Town & Country Planning,
Haryana, Chandigarh.

Endst no: LC-1955-JE(MS)-2017/ Dated:

A copy is forwarded to following for information and further necessary action.

1. Chief Administrator, HUDA, Panchkula.
2. Chief Engineer, HUDA, Panchkula.
3. Chief Account's officer O/o DTCP.
4. Senior Town Planner, Gurgaon.
5. Project Manager (IT Cell) O/o DTCP with request to update the status on website.
6. District Town Planner (P) Gurgaon.

(Hitesh Sharma)
District Town Planner (HQ),
O/o Director, Town and Country Planning,
Haryana, Chandigarh.

For R.C. Sood & Co. Pvt. Ltd.

Director
For R.C. Sood & Co. (P) Limited

Authorised Signatory

For ADVANCE INDIA PROJECTS LIMITED

ADVANCE INDIA PROJECTS LIMITED DIRECTOR

Authorised Signatory



Directorate of Town & Country Planning, Haryana
SCO No. 71-75, 2nd Floor, Sector-17 C, Chandigarh, web site: www.tcpharyana.gov.in
Phone: 0172-2549349; email: tcphry@gmail.com

ORDER

1. Whereas, Licence no. 197 of 2008 dated 05.12.2008 was granted to R.C. Sood & Company Pvt. Ltd. (formally known as RJS Finance & Investment Pvt. Ltd.) for Commercial Colony over an area measuring 4.418 acres in the revenue estate of village Badshahpur, Sector-66, GMUC, Distt. Gurgaon under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975. As per terms & conditions of the licence and of the agreement executed on LC-IV, the licencee is required to comply with the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and its Rules, 1976 thereof.

2. Accounts Division of the Directorate has conducted an audit and it has been noticed that the licencee had not complied with the provisions of Rule- 26(2), 27 & 28 of the Haryana Development and Regulation of Urban Areas Rules, 1976 upto 31.03.2016. The licencee vide letter dated 14.12.2016 submitted a request to compound the offence of not complying with the provisions of Rule - 26(2), 27 & 28 of the Haryana Development and Regulation of Urban Areas Rules, 1976.

3. The Government vide Memo No. PH-68/2012/5138/2012-2TCP has prescribed the composition rates for compounding the offence of non compliance of Rules-24, 26(2), 27 & 28. As per these composition rates, the composition fee worked out to be Rs 4,34,000/-. The licencee vide DD No. 100401 dated 14.12.2016 has deposited the composition fee of Rs 4,34,000/-.

4. In view of above, in exercise of power conferred under Section 13(1) of the Haryana Development and Regulation of Urban Areas Act, 1975, I hereby order to compound the offence of not complying with the provisions of Rule- 26(2), 27 & 28 of the Haryana Development and Regulation of Urban Areas Rules, 1976.

12.2.17

(T. L. Satyaprakash, IAS),
Director, Town and Country Planning,
Haryana, Chandigarh.

Endst. No. LC-1313/2017/ 2324 Dated: 14-02-2017

A copy is forwarded to the following for information and necessary action:-

1. Chief Accounts Officer O/o Director, Town and Country Planning, Haryana, Chandigarh.
2. R.C. Sood & Company Pvt. Ltd. (formally known as RJS Finance & Investment Pvt. Ltd.) Regd. 10th Floor, Eros Corporate Tower, Nehru Place, New Delhi – 110019.

(Hitesh Sharma)
District Town Planner (HQ)
O/o Director, Town & Country Planning,
Haryana, Chandigarh.

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised Signatory

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory


BADSHAHPUR

Annexure - E Specifications & Standards

Sr. No.	Description	Configuration / Specification
A	General Data	
1	Location	Sector 66, Gurugram, Haryana
2	Seismic Zone	Zone IV
3	Applicable FAR	3.50 (TOD) + 0.12 (GRIHA Rating - 4 Star)
4	Plot Area	Size of plot - 4.418 Acre; FAR shall be applicable on 4.2298 Acre
5	Type of Building	Commercial
6	Tentative FSI (sq ft)	6,67,000 sq.ft. (approx.)
7	Tentative Built-up Area	10,50,000 sq. ft. (approx.)
8	No. of basements	3- 5 basements will be planned for car parks and building services.
B	Structure	
1	Type of Structure	RCC beam and slab structure.
2	Car Parking provision	Design on 1ECS/50 SqM of the carpet area, with both Surface and Covered parking slots (As per DTCP norms).
3	Earth Quake Seismic load Design	Zone IV Norms.
4	Super Imposed Dead Load Requirement	3.3 KN/Sqm = 330 Kg/m2
5	Live Load requirement	4 KN/Sqm = 400 Kg/m2 for office area, 7.5KN/m2=750 kg/m2 for limited assumed client IT server areas.
6	Floor to floor height (m)	4.2 M
C	Leasable Area Finishes	1) AHU rooms and AHU's installed 2) Plumbing provisions for washrooms and pantry 3) Server room/UPS area earmarked and strengthened 4) First Level of water sprinkler lines 5) Common lobbies - Main & Service Lift Lobby to be finished 6) Terraces/Refuge areas shall be landscaped and fixed with automated irrigation systems 7) Electrical rooms and tap off services 8) LV Room 9) All shafts with doors

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

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For ADVANCE INDIA PROJECTS LIMITED

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DIRECTOR

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REGISTRAR
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D	Façade	
1	Glazing quality	1) Office Floors- Performance glass as per GRIHA rating which will reduce the internal heat load and maximise vision panel. 2) Main Atrium - Sliding door and spider glazing
2	Structural Glazing	1) Mix of Cladding with stone/paint and unitised DGU glazing system. 2) Any blocked area in façade to have sprandel panels or architectural design features.
E	Elevators	
1	Passenger Elevators	Hitachi / Schindler / Otis / Kone Elevators or Equivalent.
a	Speed	Low rise tower - 1.75m/s High Righ - 2.5m/s
b	Capacity	As per Vertical Traffic Consultants design.
c	Number of lifts	Passenger and Parking lifts, As per Vertical Traffic Consultants design.
2	Service lifts	Hitachi / Schindler / Otis / Kone Elevators or Equivalent.
a	Speed	1.75 m/s Minimum
b	Capacity	1500 kg minimum.
c	Number of lifts	As per Vertical Traffic Consultants design.
F	HVAC	
1	Standards to be followed	ASHRAE
2	AHU capacity	2 to 2.5 cfm per sqft

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised Signatory

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

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SEAL OF
REGISTRAR
BAGSHANTPUR

3	HVAC	1) HVAC system by Trane / Carrier / Daikin / York or equivalent. 2) VFD Drive Chillers 3) Heat Recovery Unit 4) Positive Pressure Building 5) Configuration of the chillers to be designed for energy efficiency. Multiple Chillers shall be planned. 6) System to be designed for Improving the Indoor Air Quality with special filters & monitors in ground floor Atrium.
4	Indoor design temperature and humidity tolerances at maximum occupant load	24 +/- 1 degrees centigrade RH 60 +/- 5%
G	Electrical	
1	Electrical load	6 W per Sft. on carpet area
2	Power back up	100% DG power backup as per Design.
H	Finishes	
1	Ground floor Atrium	As per Architectural design
2	Ground floor Atrium height	12 - 15 Mtrs. Floor to Floor
3	Ground floor lobby finishing	Imported marble / Granite in flooring & partial Walls + Paint + false Ceiling with quality LED Light Fixtures (As per architectural Design)
4	Elevator lobby finishes - floors	Imported marble / Granite in flooring & partial Walls + Paint + false Ceiling with quality LED Light Fixtures (As per architectural Design)
5	Common area finishing	Granite in flooring & Partial Walls + Paint + false Ceiling with quality Light Fixtures (As per architectural Design)
6	Basement elevator lobby	Granite in flooring & partial Walls + Paint + false Ceiling with quality Light Fixtures (As per architectural Design)
7	Mechanical room finishes	Wall: Paint Floor: Kota Stone / Hard Finishes
8	Staircase finishes	Floor: Granite stone MS Handrail Walls: Paint
9	Toilet specs and finishes	Ground Floor Toilets shall be fully furnished as per Architectural Designs. Leasable Area Toilets in Tenant / Occupier scope.
10	Water features	As per Architecture Design

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

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For ADVANCE INDIA PROJECTS LIMITED

ADVANCE INDIA PROJECTS LIMITED DIRECTOR

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1	Others	
1	Sustainability	GRIHA 4 star rating and LEED Gold Rating
2	Building Management System	BMS to control lifts, Fire, HVAC, DG.
3	Fire Alarm	Addressable system
4	Access Control	1) Turnstiles at ground floor 2) Boom barriers at entry and exit of the site.
5	Requirement of CCTV system to monitor common area	1)Lobbies, Parkings, Lifts, entry & exit of the site. The Security & access control system shall be designed by Professional Security Consultants.
6	Solar PV	As per HAREDA norms
7	Fire Fighting System, Pump System & STP	As per Consultant advice

Note:

(a) All project specifications are subject to approval from Government Authorities.

(b) Specifications are subject to design parameters finalised with Project Consultants.

For R.C. Sood & Co. Pvt. Ltd.

Director

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

For R.C. Sood & Co. (P) Limited

Authorised Signatory

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory



ANNEXURE-F

FORMAT OF SPECIAL POWER OF ATTORNEY TO BE ISSUED TO THE DEVELOPER BY THE LAND OWNER

SPECIAL POWER OF ATTORNEY

This Deed of Irrevocable Special Power of Attorney is made and executed at Gurugram on this the __/__/2018 by **R.C. Sood & Co. Private Limited,** a company incorporated under the provisions of the Indian Companies Act, 1913, having its registered office at 10th Floor, Eros Corporate Tower, Nehru Place, New Delhi-110019 and its CIN as U74899DL1954PTC002361, PAN: AAACR1540F, acting through its Director, Mr. Raman Kumar Sood, duly authorized vide Board Resolution dated 01st May 2018, (hereinafter referred to as the **Executant**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs, executors, nominees, administrators, assigns etc.).

Whereas the Executant has entered into a Development Agreement dated __ _____, 2018 and Addendum to Development Agreementsdated _____ (hereinafter collectively referred to as the "Development Agreements" which is registered as Document No. _____ on _____ in the office of the Sub-Registrar, Gurugram) with Advance India Projects Limited, a company incorporated under the Companies Act, 1956 having corporate identification number U45209DL1997PLC087292, and having its registered office at 232B, Fourth Floor, Okhla Industrial Estate, Phase-III, New Delhi-110020, hereinafter referred to as "Attorney" (which expression shall, unless repugnant to the context hereof, be deemed to include its representatives, successors, nominees, administrators, executors and assignees etc.), in terms of which the Executant has granted to the Attorney exclusive Development Rights of the Project over various contiguous parcels of licensed land aggregating to 35 Kanal 7 Marla (4.418 acres) (17,879.012 sq mtrs) situated at village Badshahpur, Sector 66, Sub-Tehsil Badshahpur, District Gurugram, Haryana ("**Project Land**"), for development of commercial building compising but not limited to retail, food court, multiplex, offices, service/studio apartments, etc. on the Project Land by utilizing the Current Approved FSI, TOD FSI, etc ("**Project**"). Capitalized words and expressions used herein but not defined shall have the same meaning as ascribed to them in the Development Agreements.

And whereas the Executant has agreed to execute and get registered, in favour of the Attorney, an irrevocable special power of attorney, for the purpose of authorizing and giving the Attorney the powers, entitlements and authorities as may be necessary or required to enable it to undertake Development of the Project on the Project Land and to book, allot, sell, market, etc the Developer's Area in the Project (as specified in the Addendum Agreement dated _____) in terms of the Development Agreements.

NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH that the Executant above named do hereby and in terms of the Development Agreements irrevocably

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised Signatory



constitute, nominate, appoint and authorize Advance India Projects Limited, the Attorney above named, as their true, legal and lawful general attorney and do hereby empower the said Attorney,for the purpose of Development of the Project on the Project Land in terms of the Development Agreements, to do or get done, executed and performed from time to time, at its sole discretion, the following lawful acts, deeds and things for and on their behalf under its own signature(s):

1. to effect the booking, allotment, lease, license, sale, transfer and/or conveyance of the Developer's Area in the Project, whether in parts or as a whole, and in respect of the units/spaces/offices etc., and to collect and receive from the allottees, acquirers, lessees, licensees, occupants, transferees or purchasers of Developer's Area in the Project, the booking amount, entire allotment consideration, rentals, license fees, sale consideration, EDC & IDC, charges, taxes or ptice, etc in its own name and appropriate the same.
2. to market the Project being constructed on the Project Land and enter into, execute and sign Application Forms, Allotment Letters, Unit Buyers Agreement(s), Agreement to Sell, Demand Letters, etc for allotment, sale, lease, license, transfer of Developer's Areain the Project, whether in parts or as a whole, and in respect of the units/spaces/offices etc., together with proportionate undivided right, share, interest and title in the Project Land in favour of the prospective buyers/ transferees/lessees/licensees, as the Attorney may deem fit.
3. toappear and present before the concerned registrar or sub-registrar as may be considered proper either by Applicable Law or by practice or as deemed expedient by the Attorney for the execution, stamping and/or registration of all writings/ deeds/documents for registration of lease, license, agreement, etc, as the case may be, of the Developer's Area in the Project , whether in parts or as a whole, and in respect of the units/spaces/offices etc., in favour of the prospective lessees/licensees/tenants and to admit execution of any deeds, assurances or other instruments referred hereinabove and obtain such registered documents.
4. to sell, transfer and convey to the buyers of the Developer's Area in the Project, whether in parts or as a whole, and in respect of the units/spaces/offices etc., the proportionate undivided rights, share and title in the underlying land in the name of or on the behalf of the Executant.
5. to sign, execute and give valid receipts in proper form for all moneys received or recovered from any buyer/lessee/licensee in the Developer's Area in the Project, whether in parts or as a whole, and in respect of the units/spaces/offices etc.
6. togive formal/physical possession of the Units/Saleable Areas ofDeveloper's Area in the Project, whether in parts or as a whole, and in respect of the units/spaces/offices etc., to the prospective buyers/ transferee(s) post Project Completion Date.
7. to give formal/physical possession of the Units/Saleable Areas of Developer's Area in the Project, whether in parts or as a whole, and in respect of the units/spaces/offices etc., to the prospective lessee(s)/licensee(s).
8. to appear, execute and submit before the concerned Registrar/Sub-Registrar, for registration of Agreement to Sell, Redemption Deed, Supplementary Deed, Deed of Rectification, Lease Deed, Sub-lease Deed, License Deed, Mortgage Deed, Supplementary Agreement, Deed of Rectification and other deed and documents in respect of the Developer's Area in the Project, whether in parts or as a whole, and in respect of the units/spaces/offices etc., to appear and

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised Signatory



present itself or through any of its authorized representative(s) before the concerned Registrar, Sub-Registrar, First Class Magistrate, Notary Public, Oath Commissioner, other concerned authorities for registration and attestation of the same and collect the same after registration and attestation, under its own signature(s);

9. toappear, execute and submit before the concerned Registrar/Sub-Registrar, for registration of Conveyance Deed, Sale Deed, and other deed and documents in respect of the Developer's Area in the Project, whether in parts or as a whole, and in respect of the units/spaces/offices etc., to appear and present itself or through any of its authorized representative(s) before the concerned Registrar, Sub-Registrar, First Class Magistrate, Notary Public, Oath Commissioner, other concerned authorities for regisuation and attestation of the same and collect the same after registration and attestation, under its own signature(s) post Project Completion Date;
10. tomortgage, create charge and give guarantee against (i) Developer's share in the Project Land; (ii) Developer's Area and (iii) receivables accruing from the Developer's Area in favour of any lender/financial institution/bank in terms of the Development Agreement;
11. to permit home loans or housing finance to the buyers of the units in the Developer's Area in the Project;
12. toexecute and sign proper Sale Deed and/or other deeds, agreements etc. for conveying the Developer's Area in the Project, whether in parts or as a whole, and in respect of the units/spaces/offices etc., in favour of any person it deems fit and proper and for the purpose to file affidavits, applications, other documents etc. under its own signatures and to submit the same for registration in office of proper registering authority and to admit the execution thereof and to receive the same under its own signatures, when it has been registered post Project Completion Date;
13. toexercise full, free, uninterrupted, exclusive and irrevocable marketing, advertising and branding rights in respect of the Project in terms of the Development Agreements;
14. tosign, execute and give valid receipts in proper form for all moneys received or recovered from any buyer/lessee/licensee in the Project;
15. to maintain the Project and charge the maintenance security as well as monthly subscription charges and other incidental charges as may be more particularly mentioned in the booking form of the aforesaid Project or in the maintenance agreement and for the purposes of maintenance of the Project and do all such things including filing of compliances and making application for renewal of licenses as may be granted for lifts, fire, health club, restaurant, bar, swimming pool, environment clearances, shops and establishment act, etc.;
16. at its own cost and expenses to institute, conduct, defend, compromise or abandon any legal proceedings and other matter concerning the units in the Developer's Area in the Project and to appear and act in all the courts, original or appellate and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, petitions, appeals, reviews, revisions, cross objections, petitions for execution, petitions for withdrawal or compromise and to all other matters in relation thereto as shall be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised Signatory


BADSHAHPUR

other attorney and to sign mukhtiarnamas, vakalatnamas and warrants of attorney, whenever the said attorneys shall think expedient and proper to do so;

17. toappoint any other person(s) as further general/special attorney authorising him/her to do all or any of the above acts and to cancel, withdraw or revoke the powers conferred upon the said further attorney through authorisation letter and/or board resolution; and
18. the powers conferred upon the said attorney, by virtue of this Special Power of Attorney may be exercised by any director, officer or special/general attorney or attorneys of the said attorney, appointed before or after execution of these presents.

And generally, to do all such other acts, deeds and things as may be related, necessary or expedient in connection with the above and in terms of the Development Agreements, as fully and effectively as the Land Owner could do.

This Special Power of Attorney having been executed for consideration shall not be revoked and cancelled by the Land Owner till the subsistence of the Development Agreement.

And the Land Owner HEREIN HEREBY agrees and undertakes to allow, ratify and confirm all and whatever my said attorneys shall lawfully do or cause to be done in relation to the Project for the purpose aforementioned by virtue of these presents.

The Land Owner does hereby declare that this instrument shall be equally binding on our representatives, nominees, successors, executors, liquidators and assigns.

IN WITNESS WHEREOF THE LAND OWNER hereto has hereunto set and subscribed its hands on this Special Power of Attorney on the day, month and year first above written in the presence of the following witnesses who have signed these presents in the presence of Land Owner:

Signed and delivered for and on behalf of **R.C. Sood & Co. Private Limited**

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

For R.C. Sood & Co. Pvt. Ltd.

Director

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

For R.C. Sood & Co. (P) Limited

Authorised Signatory



ANNEXURE-G
FORMAT OF GENERAL POWER OF ATTORNEY TO BE ISSUED TO THE DEVELOPER BY THE LAND OWNER

GENERAL POWER OF ATTORNEY

This Deed of Irrevocable General Power of Attorney is made and executed at Gurugram on this the __/__/2018 by **R.C. Sood & Co. Private Limited,** a company incorporated under the provisions of the Indian Companies Act, 1913, having its registered office at 10th Floor, Eros Corporate Tower, Nehru Place, New Delhi-110019 and its CIN as U74899DL1954PTC002361, PAN: AAACR1540F, acting through its Director, Mr. Raman Kumar Sood, duly authorized vide Board Resolution dated 01st May 2018 (hereinafter referred to as the **Executant**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors, legal heirs, executors, nominees, administrators, assigns etc.).

Whereas the Executant has entered into a Development Agreement dated __ _____, 2018 (hereinafter referred to as the "Development Agreement" which is registered as Document No. _____ on _____ in the office of the Sub-Registrar, Gurugram) with Advance India Projects Limited, a company incorporated under the Companies Act, 1956 having corporate identification number U45209DL1997PLC087292, and having its registered office at 232B, Fourth Floor, Okhla Industrial Estate, Phase-III, New Delhi-110020, hereinafter referred to as "Attorney" (which expression shall, unless repugnant to the context hereof, be deemed to include its representatives, successors, nominees, administrators, executors and assignees etc.), in terms of which the Executant has granted to the Attorney exclusive Development Rights of the Project over various contiguous parcels of licensed land aggregating to 35 Kanal 7 Marla (4.418 acres) (17,879.012 sq mtrs) situated at village Badshahpur, Sector 66, Sub-Tehsil Badshahpur, District Gurugram, Haryana ("**Project Land**"), for development of commercial building comprising but not limited to retail, food court, multiplex, offices, service/studio apartments, etc. on the Project Land by utilizing the Current Approved FSI, TOD FSI, etc ("**Project**"). Capitalized words and expressions used herein but not defined shall have the same meaning as ascribed to them in the Development Agreement.

And whereas the Executant has agreed to execute and get registered, in favour of the Attorney, an irrevocable general power of attorney, for the purpose of authorizing and giving the Attorney the powers, entitlements and authorities as may be necessary or required to enable it to undertake Development of the Project on the Project Land in terms of the Development Agreement.

NOW, THEREFORE KNOW ALL MEN AND BY THESE PRESENTS WITNESSETH that the Executant above named do hereby and in terms of the Development Agreement irrevocably constitute, nominate, appoint and authorize Advance India Projects Limited, the Attorney above named, as their true, legal and lawful general attorney and do hereby empower the said Attorney,for the purpose of Development of the Project on the Project Land in terms of the Development

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised Signatory



Agreement, to do or get done, executed and performed from time to time, at its sole discretion, the following lawful acts, deeds and things for and on their behalf under its own signature(s):

1. To enter the Project Land with full, free, unhindered, unrestricted and unobstructed rights and liberty of way and passage and other rights in relation thereto, including the right of ingress and egress, the right of way for the purpose of Development of the Project;
2. To take and implement all decisions relating to the Development of the Project including but not limited to conceptualizing, planning, engineering procurement coordination of the Project as well as appointment of all consultants, vendors, contractors in relation to Development of the Project;
3. to represent us before any Government Authority, which may be connected or concerned with the Development of the Project, and to make statement, sign, verify and file all letters, applications, affidavits, bonds, declarations, undertakings, replies, etc. for matters relating to sanction of Approvals for the Development of the Project, applying for and obtaining of Occupation Certificate for the Project, etc;
4. to apply for and obtain all requisite permissions and approvals, being the Approvals or to apply for amendment or modification in the sanctioned plans or Approvals, and for that purpose to prepare, sign, file and submit the layout plan, drawing, services plan, revised or modified plans or represent the Land Owner before any Government Authority, including but not limited to the DTCP, ministry of environment, municipal corporation of Gurugram, Haryana State Pollution Control Board, or any other local authority under the State or Central Government as may be required from time to time and to make any statement, application, affidavit, undertaking etc. for and on our behalf and in our name, for the purposes of obtaining the Approval(s) in respect of the Project or any matter incidental thereto;
5. To apply for and obtain licenses, permissions, NOC from the concerned authorities under Local / State / Central Government including developing of the Project Land under the provisions of any Applicable Laws and for that purpose to sign, file all necessary applications, undertakings, agreements, affidavits, indemnity bonds and/or all other papers and documents as may be required from time to time by the concerned authorities.
6. To apply for and obtain lay out plan, building plan, services plan, revised / modified building plan and services plan before the Government Authorities including but not limited to DTCP, Haryana Urban Development Authority (HUDA) relevant municipal authority, and /or any other local / authority under the State Government and/or Central Government as may be required from time to time.
7. To apply for and obtain requisite permissions, approvals, no objection certificates from the Government Authorities including but nor limited to DTCP, Environment Department, Haryana Urban Development Authority, Fire Department, PWD, licensing authorities, municipal authorities, Pollution Control Board, Forest Department, ASI, AAI and /or authorities in charge of sewer, water, electricity, highways any other concerned authorities connected with sanction of layout/building plan/zoning plan under the State Government as well as Central Government and that to sign, file, execute and all applications, representations, affidavits, undertakings, indemnities, indemnity bonds and such other papers and documents and may be required by these authorities from time to time.

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

Authorised Signatory

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory



8. To manage and control the Project Land or any part or portion thereof regularly at all times and to prevent any encroachments, trespasses and/or unauthorized constructions thereof being made by any person or persons or body and if any encroachments, trespasses or unauthorized constructions are being made hereafter and/or erected or constructed by any person or persons or body on the Project Land or any part or portion thereof, to take all effective steps for removing the same and/or remove them and pull down the same and to take all preventive measures, appropriate actions and legal proceedings against the concerned person or persons or body.
9. To file / defend any suit, proceedings, civil, revenue, taxation or criminal before any court/officer/authority/Arbitrator pertaining to the Project. The Attorney shall be entitled to prosecute / defend any such action in the original stage or in appeal, revision etc. up to the highest court or tribunal at its own costs and expenses. The Attorney is entitled to engage counsel, to produce evidence, to give statement in respect of the Project Land, to execute a decree and to obtain possession.
10. To execute, sign and present and/or defend any type of suits, writs, complaints, petitions, revisions, written statements, appeals, applications, affidavits etc. in law courts i.e. civil, criminal or revenue and/or tribunal and to proceed in all proceedings before arbitrator or any other authority in the Executant's name and on the Executant's behalf in the Project.
11. to include the Project Land while filing a declaration under the Haryana Apartment Ownership Act, and the rules, policies, notifications and order made there under and do all such deeds, acts and things as may be required to be done by us with regard to the Project Land so as to ensure compliance of various provisions of the said act and the declaration filed there under;
12. to warn off and prohibit and if necessary proceed, in due form of law, against all trespassers on the Project Land/ Project and to take appropriate steps whether by action or otherwise to abate all nuisances;
13. To appoint any other person(s) as further general/special attorney authorising him/her to do all or any of the above acts and to cancel, withdraw or revoke the powers conferred upon the said further attorney through authorisation letter and/or board resolution; and
14. the powers conferred upon the said attorney, by virtue of this General Power of Attorney may be exercised by any director, officer or special/general attorney or attorneys of the said attorney, appointed before or after execution of these presents.

And generally, to do all such other acts, deeds and things as may be related, necessary or expedient in connection with the Development of the Project, even if they are not covered by the above clauses, as fully and effectively as the Land Owner could do.

This General Power of Attorney having been executed for consideration shall not be revoked and cancelled by the Land Owner till the subsistence of the Development Agreement.

And the Land Owner HEREIN HEREBY agrees and undertakes to allow, ratify and confirm all and whatever my said attorneys shall lawfully do or cause to be done in relation to the Project for the purpose aforementioned by virtue of these presents.

For R.C. Sood & Co. Pvt. Ltd.

Director

For R.C. Sood & Co. (P) Limited

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory



The Land Owner does hereby declare that this instrument shall be equally binding on our representatives, nominees, successors, executors, liquidators and assigns.

IN WITNESS WHEREOF THE LAND OWNER hereto has hereunto set and subscribed its hands on this General Power of Attorney on the day, month and year first above written in the presence of the following witnesses who have signed these presents in the presence of Land Owner:

Signed and delivered for and on behalf of **R.C. Sood & Co. Private Limited**

For R.C. Sood & Co. Pvt. Ltd.

Director

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory

For R.C. Sood & Co. (P) Limited



Annexure - H: Implementation Schedule

Sl. No.	Broad Milestones for construction	Timeline
1	Start of work after availability of Building Plan Approval and MOEF	0th month
2	Excavation	4th month
3	Foundation	8th month
4	Ground Floor Lvl Slab	15th month
5	3rd floor Lvl Slab	20th month
6	5th Floor Lvl Slab	24th month
7	10th Floor Lvl Slab	28th month
8	20th Floor Lvl Slab	34th month
9	22nd floor Lvl Slab	36th month
10	Terrace floor Lvl slab	38th month
11	Finishing works	42nd month
12	Services Works	44th month
13	External Development	46th month
14	Obtaining OC	48th month

For R.C. Sood & Co. Pvt. Ltd.

Jar

For ADVANCE INDIA PROJECTS LIMITED

DIRECTOR

For R.C. Sood & Co. (P) Limited

Authorised

ADVANCE INDIA PROJECTS LIMITED

Authorised Signatory


BADDI(H.P.)

EROS GROUP

R. C. SOOD & COMPANY (P) LTD.
Real Estate Developers & Builders

REGD. OFF. : 10TH FLOOR, EROS CORPORATE TOWER NEHRU PLACE, NEW DELHI-110019
PHONE : 91 - 11 - 40208282 FAX : 91 - 11-46206200
e-mail: eros@eros-group.com Website : www.eros-group.com
CIN : U74899DL1954PTC002361

Certified True Copy of Resolution passed by the Board of Directors of R. C. Sood & Co. Pvt. Ltd. in the meeting held on 21st December, 2018 at the Registered Office of the Company, 10th Floor, Eros Corporate Tower, Nehru Place, New Delhi - 110019.

"RESOLVED THAT in partial modification of the Resolution passed in the Board Meeting held on 1st May, 2018, Shri Y. Dhawan, S/o. Late Shri S.L. Dhawan or Shri Pankaj Sethi, S/o. Late Shri M. L. Sethi, be and is hereby severally authorised to sign/execute Development Agreement and General Power of Attorney with Advance India Projects Limited in respect of development of Commercial colony on Company's land area measuring 4.418 acres in Sector 66, Gurugram, Haryana.

FURTHER RESOLVED THAT the said Shri Y. Dhawan or Shri Pankaj Sethi be and is hereby also severally authorised to get the Development Agreement and General Power of Attorney registered with the concerned registrar at Haryana and to do all such acts, deeds and things as may be necessary and incidental to give effect to the above resolution.

ALSO RESOLVED THAT a certified true copy of this resolution under the hand of any Director be furnished, wherever required, for the purpose of placing reliance on the authority herein conferred."

-Certified True Copy-
For R. C. Sood & Co. Pvt. Ltd.

Raman Kumar Sood
Managing Director

Signature of Y. Dhawan

Signature of Pankaj Sethi

Attested
For R. C. Sood & Co. Pvt. Ltd.

Raman Kumar Sood
Managing Director


THE SEAL OF
THE SUB REGISTRAR
BADSHAHPUR

Advance India Projects Limited (CIN: U45209DL1997PLC087292)
Corporate Office: The Masterpiece, Golf Course Road, Sector – 54, Gurugram – 122 002, Haryana, INDIA. • Tel: +91 92111 60000 • Fax: +91 92111 80000
Email: care@advanceindia.co.in • Website: www.advanceindia.co.in

Registered Office: 232 B, Fourth Floor, Okhla Industrial Estate, Phase – III, New Delhi – 110 020, INDIA

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF ADVANCE INDIA PROJECTS LIMITED ("THE COMPANY") HELD ON THURSDAY, THE 15TH DAY OF NOVEMBER, 2018 AT 09:00 A.M. AT THE MASTERPIECE, GOLF COURSE ROAD, SECTOR-54, GURUGRAM -122 002, HARYANA.

Authorisation to Mr Nishit Khandelwal and Mr Kirti Kumar Vasti to sign and execute Collaboration Agreement with R.C. Sood & Co. Private Limited and General Power of Attorney in favour of Advance India Projects Limited for land situated at Sector-66, Gurugram, Haryana

"RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded, for signing and execution of Collaboration Agreement with R.C. Sood & Co. Private Limited and General Power of Attorney in favour of Advance India Projects Limited for the purpose of entering into collaboration for development of commercial project on land admeasuring 4.418 acres (approx.) situated at Village Badshahpur, Sector-66, Sub- Tehsil Badshahpur, District Gurugram, Haryana.

RESOLVED FURTHER THAT Mr Nishit Khandelwal and Mr Kirti Kumar Vasti, be and are hereby severally authorised as Authorised Signatories of the Company for signing and execution of Collaboration Agreement and General Power of Attorney and to appear before concerned Sub-registrar for registration of the same and to do all such acts, matters, deeds and things as may be deemed necessary, expedient, usual or proper to give effect to this resolution."

for **Advance India Projects Limited**

Ayush Subirid
Company Secretary

Date : December 28, 2018


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