

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 28/12/2023

Certificate No. G0282023L2717



Stamp Duty Paid : ₹ 1000
(Rs. Thousand Only)

GRN No. 111056867



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Radhey Buildhome Pvt Ltd

H.No/Floor : Shop/25

Sector/Ward : 3

LandMark : M2k mall mangalam palace

City/Village : Rohini

District : New

State : Delhi

Phone: 75*****54

Buyer / Second Party Detail

Name : Adani M two k Realtors llp

H.No/Floor : Na

Sector/Ward : 60

LandMark : Adani realty miracle mile 3rdfloor

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 75*****54

Purpose : GPA



251
29/12/2023

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

SPECIAL POWER OF ATTORNEY

KNOW BY ALL MEN THOSE PRESENT that I, Vikash Agarwal S/o Shrei S D Agarwal, Authorised Signatory vide Board Resolution dated 11.12.2023 of M/s RadheyBuildhomePrivate Limited, acompany registered under the Companies Act, 1956, having its registered office at Shop No.25, M2k Mall 16, Mangalam Place District Center, Sector-3, North West, Rohini, Delhi, India, 110085 (hereinafter called the **Executant**), do hereby constitute, nominate, authorize, appoint **M/s Adani M2K Realtors LLP** having its office at Adani Corporate House, Shantigram, S G Highway, Khodiyar, Gandhi Nagar, Gujarat-382421, as lawful Special Power of Attorney to do following acts, deed, things in on behalf of M/s RadheyBuildhome Private Limited.

Whereas, the executant have entered into a Joint Developer Agreement/ collaboration agreement on dated 29-12-2023 vide registration number 11802 dated

RADHEY BUILDHOME PVT. LTD.

Director/Authorised Signatory

For Adani M2K Realtors LLP

Authorised Signatories

प्रलेख न:251

दिनांक:29-12-2023

डीड संबंधी विवरण

डीड का नाम GPA
तहसील/सब-तहसील कादीपुर
गांव/शहर सेक्टर

धन संबंधी विवरण

राशि 0 रुपये स्टाम्प ड्यूटी की राशि 1000 रुपये
स्टाम्प नं : G0282023L2717 स्टाम्प की राशि 1000 रुपये
रजिस्ट्रेशन फीस की राशि 100 रुपये EChallan:111061421 पेस्टिंग शुल्क 3 रुपये

Drafted By: c p bhateja, adv

Service Charge:200

यह प्रलेख आज दिनांक 29-12-2023 दिन शुक्रवार समय 3:25:00 PM बजे श्री/श्रीमती /कुमारी
Ms Radhey Buildhome Pvt Ltd thru Vikash Agarwal OTHER निवास Rohini, delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

RADHEY BUILDHOME PVT. LTD.



हस्ताक्षर प्रस्तुतकर्ता Director/Authorised Signatory
Ms Radhey Buildhome Pvt Ltd

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms Adani M2K Realtors LLP thru Rajesh Jain OTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझाकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी MANOJ KUMAR पिता ARJUN DASS निवासी ADV GGM व श्री/श्रीमती /कुमारी YOGESH KUMAR पिता JASWANT SINGH निवासी ADV GGM ने की।

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



दिनांक 29-12-2023

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

29-12-2023 in respect of land parcels situated in the revenue estate of village KherkiMazra, Sector 102, 102A, Gurgaon with M/s Adani M2K Relators LLP.

Whereas I or executant company do hereby constitute, nominate, authorize, appoint M/s Adani M2K Relators LLP (PAN No. ACDFA8954A) through its authorised signatory Mr. Rajesh Jain (Aadhar No. 9151 1169 0071) S/o Sh. Mahavir Kumar Jain, vide resolution dated 13.12.2023 as our lawful Special Power of Attorney to do following acts, deeds, things on behalf of the executant, which constitute of:

Attorney is authorized to apply for grant of License (either single or multiple) for development of project/s on land situated at Sector-102/102A, Gurgaon, Haryana as mentioned in said JDA and in this regard to execute all kinds of documents viz. affidavit, undertaking, agreement etc. in the office of Town and country planning, Haryana.

Attorney is authorized to deal with the concerned departments in all manner for the above mentioned purpose and to do all type of correspondence for the same with office of Town and Country Planning, Haryana.

The Acts, deeds and things done or got to be done by the said Special Power of Attorney as mentioned above, shall be construed as acts, deeds, things done by me as if I am present.

IN WITNESS whereof, this Special Power of Attorney has been signed by me at Gurugram on this 29th day of December, 2023 in presence of the following witness who have signed below:-

RADHEY BUILDHOME PVT. LTD.



Director/Authorised Signatory

EXECUTANT

WITNESS:


MANOJ KUMAR
Advocate
Distt. Court Gurugram


YOGESH KUMAR
Advocate
Distt. Court, Gurugram

For Adani M2K Realtors LLP


Authorised Signatories

Reg. No.

Reg. Year

Book No.

251

2023-2024

4



पेशकर्ता



प्राधिकृत



गवाह

उप/सयुंक्त पंजीयन अधिकारी

कादीपुर

ADHEY BUILDHOME PVT. LTD.

Director/Authorised Signatory

पेशकर्ता :- thru Vikash Agarwal OTHER Ms Radhey Buildhome Pvt Ltd

प्राधिकृत :- thru Rajesh Jain OTHER Adani M2K Realtors LLP

गवाह 1 :- MANOJ KUMAR

गवाह 2 :- YOGESH KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 251 आज दिनांक 29-12-2023 को बही नं 4 जिल्द नं 4 के पृष्ठ नं 83.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 27 के पृष्ठ संख्या 56 से 58 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 29-12-2023



उप/सयुंक्त पंजीयन अधिकारी कादीपुर

For Adani M2K Realtors LLP

JOINT DEVELOPMENT AGREEMENT

11 B02
29/12/2023

by and between

M/S RADHEY BUILDHOME PRIVATE LIMITED

[Party A]

and

M/S ADANI M2K REALTORS LLP

[Party B]

Dated: 29,12, 2023



Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 28/12/2023

Certificate No. G0282023L13



Stamp Duty Paid : ₹ 10868000
(Rs. Only)

GRN No. 110959449

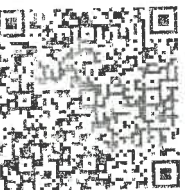


Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Radhey Buldhome Pvt ltd
H.No/Floor : Shop/25 Sector/Ward : 3 LandMark : M2k mall 16 mangalam palace
City/Village : Rohini District : New delhi State : Delhi
Phone : 75*****54

Buyer / Second Party Detail



Name : Adani m two k Realtors llp
H.No/Floor : Na Sector/Ward : 60 LandMark : Adani realty miracle mile 3rd floor
City/Village : Gurugram District : Gurugram State : Haryana
Phone : 75*****54
Purpose : JDA

RADHEY BULDHOME PVT. LTD.
Jgiva
Director/Authorised Signatory

FOR ADANI M2K REALTORS LLP
28/12/23
Director/Authorised Signatory

प्रलेख नः11802

दिनांक:29-12-2023

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर सेक्टर

धन संबंधी विवरण

राशि 543350016 रुपये

स्टाम्प ड्यूटी की राशि 10867000 रुपये

स्टाम्प नं : G0282023L13

स्टाम्प की राशि 10868000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:110958340

पेस्टिंग शुल्क 0 रुपये

Drafted By: c p bhateja. adv

Service Charge:0

यह प्रलेख आज दिनांक 29-12-2023 दिन शुक्रवार समय 3:20:00 PM बजे श्री/श्रीमती /कुमारी

Ms Radhey Buildhome Pvt Ltd thru Vikash Agarwal OTHER निवास Rohini, Delhi द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

RADHEY BUILDHOME PVT. LTD.

हस्ताक्षर प्रस्तुतकर्ता
Ms Radhey Buildhome Pvt Ltd

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Ms Adani M2K Realtors LLP thru Rajesh Jain OTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया | दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी MANOJ KUMAR पिता ARJUN DASS

निवासी ADV GGM व श्री/श्रीमती /कुमारी YOGESH KUMAR पिता JASWANT SINGH

निवासी ADV GGM ने की |

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

दिनांक 29-12-2023



उप/संयुक्त पंजीयन अधिकारी (कादीपुर)

For Vikash MSK Registrar TTb

Digitally signed by Vikash MSK Registrar TTb

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (this “JDA”/ “Agreement”) is made and executed at Sub Registrar office, Kadipur, Gurgaon as of the 29 day of December 2023,

BY AND BETWEEN

M/s RadheyBuildhomePrivate Limited a company registered under the Companies Act, 1956, having its registered office at Shop No.25, M2k Mall 16, Mangalam Place District Center, Sector-3, North West, Rohini, Delhi, India, 110085 , through its Director **Mr. Vikash Agarwal**, duly authorized vide board resolution dated 11.12.2023 (hereinafter referred to as the “Party A”, which expression shall, unless the context otherwise requires, mean and include its successors and permitted assigns) of the **FIRST PART** and;

AND

M/S Adani M2K Realtors LLP a limited liability partnership registered under the Limited Liability Partnership Act 2008, having its registered office at Adani Corporate House, Shantigram, S G Highway, Khodiyar, Gandhi Nagar, Gujarat-382421 and having its regional office at Adani Realty, Miracle Mile, 3rd Floor, Sector-60, Golf Course Extension Road, Gurugram-122005 (Haryana), through its authorized representative **Mr. Rajesh Jain**, duly authorized vide resolution dated 13.12.2023 (hereinafter referred to as the “Party B”, which expression shall, unless the context otherwise requires, mean and include its successors and permitted assigns) of the **SECOND PART**.

The Party A and the Party B shall be collectively referred to as the “Parties” and individually as a “Party”

WHEREAS

- A. The Party A is the sole and absolute owner of lands measuring 5.03125 acres situated at Sector-102/102A, Gurgaon, Haryana and more described in *Annexure-1* (hereinafter referred to as the “Land”/ “JDA Land”) and out of this, it has applied for grant of two Licenses for development of Commercial Colony Project on land measuring 4.9125 acres (hereinafter referred to as the “Commercial Colony”) with Director Town and Country Planning, Deptt. Chandigarh (DTCP) and more described in *Annexure- 2* and these License applications are pending for issuance of LOI with the DTCP.

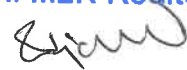
RADHEY BUILDHOME PVT. LTD.



Director/Authorised Signatory

1

For Adani M2K Realtors LLP



Authorised Signatories

Reg. No. Reg. Year Book No.

11802

2023-2024

1



पेशकर्ता

दावेदार

गवाह

उप/सयुंक्त पंजीयन अधिकारी
कादीपुर

पेशकर्ता :- thru Vikash Agarwal OTHER Ms Radhey Buildhome Pvt Ltd

RADHEY BUILDHOME PVT. LTD.

For Adani M2K Realtors LLP

दावेदार :- thru Rajesh Jain OTHER Ms Adani M2K Realtors
LLP

Director/Authorised Signatory

गवाह 1 :- MANOJ KUMAR

गवाह 2 :- YOGESH KUMAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 11802 आज दिनांक 29-12-2023 को बही नं 1 जिल्द नं 282 के पृष्ठ नं 15.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2115 के पृष्ठ संख्या 60 से 62 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 29-12-2023

उप/सयुंक्त पंजीयन अधिकारी कादीपुर

KADIPUR

- B. The Party A is desirous of developing a Commercial Colony on the said Land in collaboration with Party B as per prevailing DTCP norms. In case, licenses for said Commercial Colony not granted by the DTCP due to any other reason whatsoever, then Party A is desirous of developing a Group Housing Colony on the said Land in collaboration with Party B.
- C. The Party B is engaged in the business of construction and development of real estate projects. The Party B agrees that it shall develop the said Land into a Commercial Colony or Group Housing Colony as the case may be and other related facilities on the above said Land (hereinafter referred to as the "Project/s". For the said purpose, Party A shall grant development rights to the Party B; and
- D. The Parties desire to reduce into writing their mutual and *inter se* rights and obligations for developing the Project/s and for the development of the Project/s in general.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties have agreed to develop the Project, subject to the terms and conditions hereinafter contained:

1 TERM AND SCOPE OF THE AGREEMENT

- 1.1 **Effective Date:** This Agreement shall come into force and shall be binding on the Parties with effect from the date of its execution.
- 1.2 **Scope:** The scope of this Agreement is to provide for the terms of joint development of the Project, obligations and covenants to be performed by the Parties in relation thereto and to define the rights and obligations of the Parties in relation to the Project.


2. PROJECT DEVELOPMENT

- 2.1 **Contributions by the Parties:** The Party A hereby agrees to contribute the Land for Project/s and the Party B hereby agrees to contribute its expertise, skills, personnel, cost of development & construction of the Project including payment of

RADHEY BUILDHOME PVT. LTD.

Director/Authorised Signatory

For Adani M2K Realtors LLP


Authorised Signatory



MANIPAL UNIVERSITY
BANGALORE

License fee, scrutiny fee, Conversion charges, External Development Charges (EDC), Infrastructural Development Charges (IDC), Infrastructural Augmentation Charges (IAC), Renewal fee, Building Plan Approval Fee, Labor Cess, and any other fee/ charges/ deposits/ security fee, etc. and furnishing of requisite Bank Guarantees to obtain LOI, License from DTCP, NOCs/ Approval/ Registration from Ministry of Environment and Forest (MoEF), Arawali, HSPCB, RERA, GMDA, HSVP, DHBVN/ HVPN, Fire Deptt./ Urban Local Bodies, MCG, etc.

- 2.2 **Land:** The Party A hereby permits and gives consent to Party B to enter upon the Land for developing the same by constructing the Project thereon as agreed to in the present Agreement.
- 2.3 **Name of the Project:** The Parties have agreed that the name of the Project shall be decided by Party B. The Parties shall ensure that the Project is promoted, advertised and publicized under the Project Name and not under the individual names, brand names and trademarks of any individual Party.
- 2.4 **Development:** The Party B shall be at full liberty to design and develop the layout to be denominated as several units/ shops/ office space/ Kiosk/ multiplex/ Anchor Store(s)/ service apartments/ apartments, other permissible development, etc. ((hereinafter referred to as the “Units”), and construct the same in accordance with the Project Plan/ Building Plan to be approved by the concern authority.
- 2.5 **Sale/ Lease of project(s):** The Party B shall be at full liberty to sale/transfer and/or Lease the individual Units.
- 2.6 **Engagement of Contractors/ consultants:** The Party B shall be entitled to engage architects, engineers, contractors, sub-contractors, consultants at its own cost to get all the required approvals, develop/ construct the project. The Party B may, if the circumstances so warrant, make alternations in the designs, specifications, Project Plans/ Building Plan, etc. and apply for requisite approvals from the relevant Governmental Authorities.
- 2.7 **Phases:** The Project shall be developed and completed in one or more phases as agreed between the parties.

RADHEY BUILDHOME PVT. LTD.


Director/Authorised Signatory

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For Adani M2K Realtors LLP


Authorised Signatories

3. REVENUE SHARING

3.1 Floor Area Ratio (FAR):-Party A has represented to the Party B that an FAR of 1.87 [1.75 + 0.12 (on account of GRIHA)] is available on the “Land” as per the prevailing norms in **Project/s**.

3.2 Vesting of Development Rights:-On and from the Effective Date and subject to compliance of the terms of this Agreement by the Party B- the development rights shall vest in the Party B to develop the said Land, and the Party B accepts from Party A, development rights to undertake the development and construction of the Project over the said Land, subject to the Party B abiding by the terms and conditions as contained herein under this Agreement.

3.3 Entitlement: In lieu of the grant of development rights to Party B by Party A, it is hereby agreed between the Parties that out of the total Sale Realization/ Lease Rent of developed and constructed area in the Project to be denominated as several units/shops/ office space/ Kiosk/ multiplex/ Anchor Store(s)/ service apartments/ apartments, other permissible development, etc. (“Units”), Party A shall be entitled to 20% of the said sale realization/lease rent (the “Party A’s Share”) and Party B shall be entitled to the balance 80% sale realization/lease rent (the “Party B’s Share”). Party A shall continue to retain its title to the Land which shall be transferred only pursuant to the sale of the Units in the form of undivided proportionate share in the Land to the ultimate buyers of the Units.

Party A shall be paid from time to time amount equivalent to proportionate Land Cost (eligible for withdrawal as per RERA Rules) which will be withdrawn by Party B from 70% RERA Account. The remaining amount of revenue sharing under this agreement shall be calculated and reconciled after obtaining part/ full occupation certificate/ completion certificate of the project and paid to party A on realization of entire sale proceeds from the ultimate buyers. However, in case of Lease Rent, the revenue sharing under this agreement shall be paid from time to time but within 30 days, as and when such lease rentals are received by Party B.

In case there is any increase in FAR from the estimated FAR as per clause 3.1 of the JDA due to change in prevalent norms or any further land is added to the project by

For Adani M2K Realtors LLP

Authorised Signatories



the Party A, or in case, if the Party B purchases the Transferrable Development Rights (TDR) and obtains the approval from the DTCP to utilize the said TDR in the said project, then Party A will have no objection for the same and will facilitate all the necessary documents to get the said approval to Party B.

It is further clarified that the Party A shall get revenue share out of the entire sale consideration of the units including Basic Sale Price, PLC, Parking, etc. but excluding EDC, IDC, IFMS, Maintenance charges and share of utility connection charges, usage charges or any other infrastructure charges, by whatever name called as may be payable by customers to the Party B.

Party B may raise bank loan for construction/ development of the said project at its own cost, expense and guarantee. Party A shall not be responsible for any costs, interests or charges, guarantees save and except it shall mortgage the said project land. Party B shall also be responsible for closure of Loan, satisfaction of charge at MCA site after completion of loan repayment.

- 3.4 **Security Deposit:** Party B shall give a security deposit of **Rs. 5 Crores** to party A which shall be refundable on the completion of the project. Parties may mutually agree to adjust the said security deposit against the revenue share payable to the Party A at any point in time.
- 3.5 In case, the DTCP grants the License for said Commercial Colony on land measuring 4.9125 acres or less out of total land measuring 5.03125 acres, then such balance land shall be dealt with or disposed of as may be mutually decided.
- 3.6 That it is made abundantly clear that both the parties shall be separately and independently responsible to bear their respective costs and losses, if any, that may result/ arise from this Agreement and the parties shall only be entitled to their respective share in the Total Sale Realization/ Lease rentals of developed and constructed Area as per clause no. 3.3 of this Agreement/ JDA.

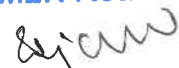
RADHEY BUILDHOME PVT. LTD.



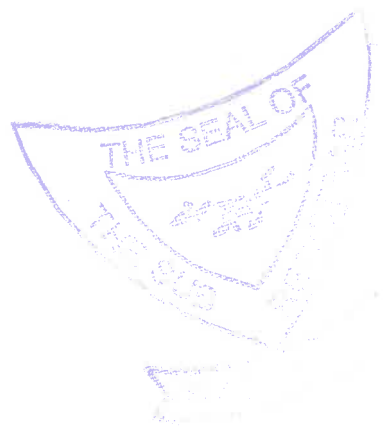
Director/Authorised Signatory

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For Adani M2K Realtors LLP



Authorised Signatories



4. PARTY A'S OBLIGATIONS

- 4.1 **For Project/s:** The Party A shall sign and execute all relevant papers, documents, applications, declarations, undertakings, affidavits, Power of Attorney/ies etc. as may be required to obtain the LOI, License, Completion Certificate and any other approvals from the various departments as and when required.
- 4.2 **Taxes:** It shall be the obligation of Party A to have duly discharged payment of all taxes, cess and assessments on the Land till the Effective Date. From the Effective Date, all such taxes shall be payable by Party B.
- 4.3 **Encumbrances:** The Party A shall ensure that the Land is free from all encumbrances, mortgages, and other liabilities, the delay in clearing of which may hinder timely completion of development of the Project. The Party A shall have no right to encumber, mortgage, charge the Land and land beneath it or its share except for the purpose as agreed by Party B.
- 4.4 **Custody of Title Documents:** The Party A shall keep all the original papers, documents, agreements, deeds or indenture evidencing Party A's title to the Land in safe custody and shall provide the "Land" as collateral security as may be required, to enable the Party B to arrange for finances from any bank or financial institution for the purpose of execution of the Project. However, it shall be the sole obligation of the Party B to furnish all guarantees as may be required by the bank/financial institution and also discharge the liability. That except to furnish the land as security, in no event the Party A shall be held responsible or liable for the same.

5. PARTY B'S OBLIGATIONS

- 5.1 **Costs:** The party B shall bear all costs in relation to the development, construction and sale of the Project as per the terms and conditions of the LOI and License including payment of License fee, scrutiny fee, Conversion charges, External Development Charges (EDC), Infrastructural Development Charges (IDC), Infrastructural Augmentation Charges (IAC), Renewal fee, Building Plan Approval Fee, Labor Cess, and any other fee/ charges/ deposits/ security fee, etc. and furnishing of requisite bank Guarantees to obtain LOI, License from DTCP, NOCs/ Approval/ Registration from Ministry of Environment and Forest (MoEF), Arawali, HSPCB, RERA, GMDA,

RADHEY BUILDHOME PVT. LTD.



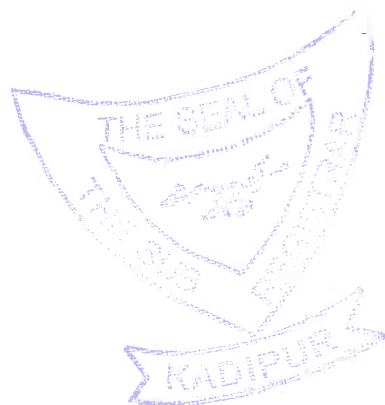
Director/Authorised Signatory

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HSVP, DHBVN/ HVPN, Fire Deptt./ Urban Local Bodies, MCG, etc. Further, Party B shall also reimburse to Party A, all the payment/s regarding License fee, scrutiny fee, Conversion charges, External Development Charges (EDC), Infrastructural Development Charges (IDC), whatever has been already paid by Party A to DTCP/ concerned authority for the above said project.

Party B shall also bear all cost in relation to any Stamp Duty, Registration Charges, Levies, all Taxes including GST/ any other if any payable on this Joint Development Agreement and other instruments relating to the project and in no event the Party A shall be liable on such account. Party B shall also bear all cost of sale & marketing of the project including advertisement, brokerage and other sale related activities.

5.2 **Diligence:** The Party B agrees to perform the duties and undertake the responsibilities set forth in this Agreement, and agrees to apply efficient business administration and to use reasonable, diligent, expeditious and economical efforts at all times in the performance of its obligations and shall duly comply from time to time the requisite compliances of all the relevant authorities including DTCP, RERA, MOEF etc. The Party B shall generally act diligently and shall devote such time and attention to the Project as may be necessary to accomplish the purposes of this Agreement.

5.3 **Development of the Project:** The Party B shall obtain all permissions and approvals for commencement of construction & development, Sale, Lease and completion of the project as may be required for the project from the various authorities including obtaining LOI, License and completion/occupancy certificate, etc. The Party B shall commence, execute and complete the development and construction of the Project in accordance with the Project Plan/ Building Plan and in compliance with the terms, covenants and conditions set forth in this Agreement and in compliances with RERA provisions. The Party B shall own / procure and employ all Project Equipments as may be required for the purpose of the Project and shall mobilize the same on the Land.

5.4 The Party B i.e. Developer shall be responsible for compliance of provisions of the Haryana Development and Regulation of Urban Areas Act 1975, The Haryana Development and Regulation of Urban Areas Rules 1976, The Punjab Scheduled

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Roads and Controlled Areas Restriction of Unregulated Development Act 1963, The Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Rules 1965, The Haryana Apartment Ownership Act 1983 & Rules made thereunder, the terms & conditions of License & any other direction and/ or obligation imposed by DTCP in connection with License.

- 5.5 **Adequate Personnel:** The Party B shall at all times deploy such experienced personnel as are reasonably required to carry out the obligations of the Party B under this Agreement. The Personnel employed by Party B in connection with the Project shall be the employees of the Party B or independent contractors, and shall not be the employees or agents of the Party A. The Party B shall be the principal employer in respect of the contract workers engaged by it; in no event shall the Party A be deemed to be a principal employer in relation to such contract workers or be held liable or responsible for compliance of relevant laws with respect thereto. The Party B shall be solely responsible for the salaries of its employees and any employee benefits, including, without limitation, wages, workers' compensation benefits and fringe benefits, to which the Party B's employees or agents may claim to be entitled. The Party B shall fully comply with Applicable Laws and regulations having to do with worker's compensation, working hours of labour, health and safety, wages, working conditions, and other employment related subjects.
- 5.6 **Compliance:** The Party B shall at all times ensure that the development and construction of the Project and all activities including marketing with respect to the Project shall be conducted in compliance with all Applicable Laws, Project Approvals, terms & conditions of License/s and RERA approvals. It shall also ensure to timely comply with all the terms and conditions of all the relevant authorities including DTCP, RERA, MOEF etc.
- 5.7 **Contracts:** The Party B shall make all commercially reasonable efforts to ensure that all contracts relating to the provision of services and materials relating to the Project shall be in writing with qualified, independent service providers and vendors.
- 5.8 **Refund of fees, security deposit, etc.:** The Party B shall be entitled to obtain and fetch the refund of all fees, security deposits and other charges of whatsoever deposits

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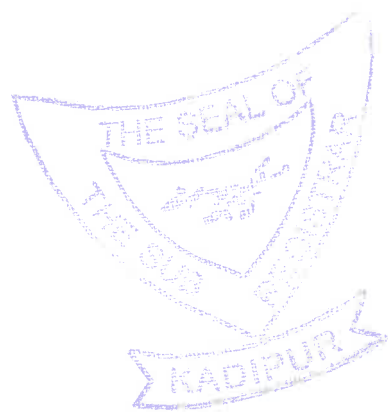
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and other charges of whatsoever nature deposited by the Party B with various Governmental Authority for seeking various Project Approvals.

6. REPRESENTATIONS AND WARRANTIES

6.1 Of the Party A:

The Party A hereby represents and warrants as of the date hereof that:

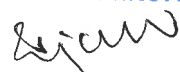
- (i) this Agreement has been duly authorized by all requisite action on part of the Party A and is a valid and legally binding obligation of the Party A enforceable in accordance with its terms;
- (ii) neither the execution and delivery of this Agreement by the Party A nor the performance of its obligations hereunder will (i) result in the breach of, or default under, agreement to which the Party A is a party or are otherwise bound or (ii) violate or otherwise conflict with any Applicable Law or any order or decree of any court or Governmental Authority;
- (iii) the Party A is the sole and absolute owner of the Land and its title to the Land is good, marketable and subsisting;
- (iv) the Party A shall co-operate with Party B and shall execute and provide Party B with the necessary documents as may be required by the Party B from time to time;
- (v) Before the date of execution of this Agreement, the Party A is in lawful possession of the Land free of (a) any mortgage, charge, pledge, lien, encumbrance, hypothecation or other security interest or security arrangement of any kind, or (b) any easement or right of way affecting the Land; or (c) any contractual right of set-off; or (d) the interest of a vendor or lessor under any conditional sale agreement, lease, leave or license agreement or other title retention arrangement.
- (vi) The Party A has not received any notice for acquisition or requisition of any portion of the Land.
- (vii) There are no actions, suits or proceedings pending threatened against or

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affecting the Land or any portion thereof, or relating to or arising out of the possession, ownership, management or operation of the Land, in any court or before or by any Governmental Authority.

- (viii) There are no contracts, agreements or leases affecting the Land nor any other power of attorney has been executed in favour of any third party granting or assigning any of the right, title, interest in the Land.
- (ix) There are no tenants or occupants, authorized or unauthorized, on the Land and no other person has any claim in respect of the same.

6.2 Of the Party B:

The Party B hereby represents and warrants as of the date hereof:

- (i) the Party B is a limited liability partnership duly organized, validly existing and in good standing under the laws of India and has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder;
- (ii) this Agreement has been duly authorized by all requisite action on the part of the Party B and is a valid and legally binding obligation of the Party B enforceable in accordance with its terms;
- (iii) neither the execution and delivery of this Agreement by the Party B nor the performance of its obligations hereunder will (i) result in the breach of, or default under any agreement to which either Party B is a party or is otherwise bound or (ii) violate or otherwise conflict with any Applicable Law or any order or decree of any Governmental Authority;
- (iv) the Party B is familiar with the building codes, permit and license requirements, and other construction laws that are applicable to the Project, and the construction of the Project will not violate any such laws or requirements;
- (v) the Party B shall be responsible for all aspects of the design, specifications, development and construction of the Project;

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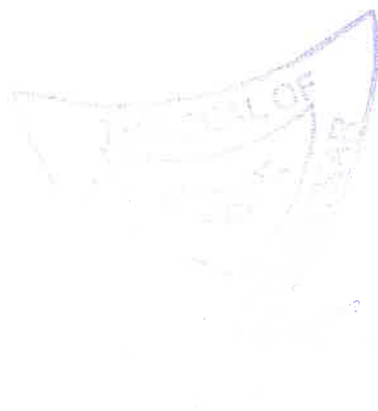


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- (vi) the Party B shall bear and pay the entire costs, fee, charges, deposits, and the associated and incidental expenses, etc. for the construction and duly completion of the Project;

7. MUTUAL ASSURANCES


- 7.1 This Agreement is on a principal-to-principal basis nothing contained herein shall be deemed to create any association, partnership, joint venture or relationships of principal and agent or master and servant or employer and employee between Party A and Party B and/or Party B's personnel provided/deployed by Party B for the rendering of the Services or shall provide either Party with the right, power, authority, whether expressed or implied to create any such obligation on behalf of any of them.
- 7.2 Party B acknowledges that the development of the Project Lands is solely within its control and subject to the terms and conditions agreed upon and contained herein and agrees not to hold itself out to be an employee of Party A or any affiliate or agent thereof.
- 7.3 The provisions of this Agreement shall not be altered, added to or omitted except in writing duly signed by both Parties. No amendment or modification related with the obligation(s) of Party/ies before the DTCP, Haryana shall be binding without prior permission of DTCP/ DGTCP.
- 7.4 The waiver, expressed or implied, of a breach of any provision of this Agreement shall not be construed as a waiver of any other provisions thereof or a waiver of subsequent breach of the same provision.
- 7.5 No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise or omission of the same preclude any further exercise thereof or other exercise of any other right, power or remedy. Without limiting the forging, no waiver by a Party of any breach by any other Party of any provision shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 7.6 If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be severed and deemed not to be included in this Agreement, but without invalidating any of the remaining provisions of this Agreement. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute

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provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

8. MAINTENANCE OF BANK ACCOUNTS

- 8.1 The Bank Accounts for the development shall be maintained in consonance with the provisions of The Real Estate (Regulation and Development) Act, 2016 read with the applicable rules made thereunder.
- 8.2 Seventy per cent of the Project Receivables of a particular phase shall be deposited into a Separate/Escrow Account to be maintained with a Bank and to be operated in the manner provided in the Real Estate (Regulation and Development) Act, 2016 and the applicable rules made thereunder (“**the Mandatory Account**”).
- 8.3 Thirty per cent of the Project Receivables of a particular phase shall be deposited into a Bank Account in the [•] Bank and controlled by Party B (“**the Project Account**”). The Project Account shall be operated in accordance with the terms of the Business Plan.
- 8.4 Funds shall be withdrawn from the Mandatory Account from time to time in proportion to the completion of the particular phase in the manner provided in the Real Estate (Regulation and Development) Act, 2016 and the applicable Rules made thereunder.

9. TERM & TERMINATION

That After grant of License/s this JDA/ Agreement shall not revoked/ cancelled and shall be irrevocable. Any modification / alteration in the terms and conditions of this agreement related with the obligation(s) of Party/ies before the DTCP, Haryana can be undertaken only after prior approval of the DTCP, Haryana.

10. INDEMNIFICATION

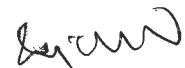
Each of the Parties shall indemnify, defend and hold harmless the other party, its affiliates, and each of their directors, designated partners, officers, employees, etc. against all claims, suits and proceedings and any and all related liabilities, losses, expenses, damages and costs (in each case actual and direct in nature) incurred or suffered by the Other Party/ies, relating to or arising out of the breach by the indemnifying Party of any of its duties, obligations, representation or warranties under this JDA.

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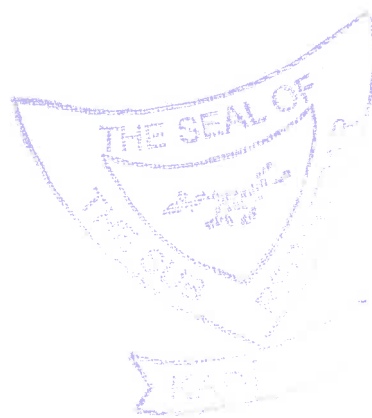


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11. DISPUTES, CLAIMS AND ARBITRATION

All claims, disputes and other matters in question arising out of or related to this Agreement shall be resolved amicably, if unresolved by the Parties hereto after Ninety (90) days after any dispute shall have arisen, shall be submitted to final and binding arbitration. The Party requesting arbitration shall do so by giving written notice to that effect to the other Party specifying in said notice the nature of the dispute. The arbitration shall be conducted and administered in accordance with Arbitration and Conciliation Act, 1996 by a sole arbitrator to be mutually appointed by the Parties and in case of absence of agreement on the sole arbitrator, the sole arbitrator shall be appointed as per the provisions of Arbitration and Conciliation Act, 1996. The venue for such arbitration shall be New Delhi and the same shall be conducted in the English language.

12. MISCELLANEOUS PROVISIONS

12.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.

12.2 **Transfer of Property Act, 1882:** It is hereby clarified that the rights granted by Party A to Party B under this Agreement, to permit development and construction of the Project, shall not be construed as a delivery of possession under Section 53A of the Transfer of Property Act 1882. The legal possession of the Land shall vest with Party A and Party B shall only be permitted to develop the Land in terms of this Agreement.

12.3 The parties also agree that this Agreement has been entered into primarily for the development of the Project and for sharing the Revenue as has been agreed to in clause 3.3 above. Nothing in this agreement shall be construed as a partnership or association between the parties. The parties hereby acknowledge and accept that they have clearly understood their respective and mutual rights, duties, liabilities, responsibilities and obligation under all the provisions of this Agreement and they are hereby agreeing to abide by the terms and conditions of this Agreement. All the individual Party to this Agreement shall be individually and separately liable to fulfil their respective corporate and statutory and tax compliances and obligations.

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12.4 **Confidentiality:** During the subsistence of this Joint Development Agreement, each Party shall, and shall cause all of its affiliates, employees, representatives and advisors, to keep confidential and not publish or disclose to any third Parties, except in the normal course of business, any information relating to the other party or relating to the terms and conditions described in this JDA including its existence or relating to any discussed aspects of the proposed transaction between the Parties in the course of negotiations. Further upon termination or expiration of this JDA, the Party receiving any confidential information shall at the direction of the disclosing Party return, destroy and expunge, to the extent reasonably practicable, all disclosing Party's confidential information from any computer, word processor or other device containing such information. Further, none of the Parties shall make any public announcements regarding the fact of having executed this JDA without the prior consent of the other party.

12.5 **Notices:** All notices under this Agreement shall be written and shall be delivered (a) personally with receipt acknowledged, (b) by reputable overnight delivery services, with receipt acknowledged, or (c) by telecopy or other facsimile transmission (following with next-day hard copy delivered personally or by prepaid, reputable overnight delivery service, in either case with receipt acknowledged). Any notice required to be sent under the terms of this Agreement shall be sent to the following addresses:

If to the Party A:

Address: Shop No.25, M2K Mall 16, Mangalam Place District Center, Sector-3,
North West, Rohini, Delhi - 110085

Attention: **Mr. Vikash Agarwal**

Telephone: +91 9818199977

Email: radheybuildhome@gmail.com

If to the Party B:

Address: Adani Corporate House, Shantigram, S G Highway, Khodiyar, Gandhi
Nagar, Gujarat - 382421

Attention: **Mr. Rajesh Jain**

Telephone: 9313574712

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Email: rajesh.jain@adani.com


The Parties may change its respective addresses from time to time but shall be obligated to communicate the revised address to the other Party within 2 (two) days of the change in address.

12.6 Consent and Approval. No consent or approval of the Party A or Party B under this Agreement shall be effective unless given by the Party A or Party B respectively in writing and in accordance with this Agreement. All consents or approvals referred to in this Agreement shall be in writing and given in the same manner as provided for notices in Clause 12.5 hereof.

12.7 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

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

For M/S RADHEY BUILDHOME PRIVATE LIMITED


Authorised Signatory:

Name: Mr. Vikash Agarwal
Director/Authorised Signatory

Designation: Director

Date: 27.12.2023

In the presence of

By:

Name: 
YOGESH KUMAR
Advocate

Address: Distt. Court, Gurugram

M/S ADANI M2K REALTORS LLP
For Adani M2K Realtors LLP


Authorised Signatory:
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Name: Mr.Rajesh Jain

Designation:Authorized Representative

Date:27.12.2023

In the presence of

By:

Name:


Address:


MANOJ KUMAR
Advocate
Distt. Court Gurugram

For Adani M2K Realtors LLP

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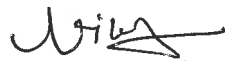


Annexure-1

JDA Land Schedule of Village KherkiMajra, Sector 102 & 102-A Gurugram

| Rect. No. | Kila No. | Land Area | | |
|--------------|-----------------|----------------|------------|----|
| | | K | M | |
| 31 | 14/1/2 min | 2 | 0 | |
| | 14/2/2 min | 0 | 14 | |
| | 16 min | 0 | 13 | |
| | 17/1 min | 6 | 4 | |
| | 18/1 | 0 | 5 | |
| | 23/2/2 | 2 | 12 | |
| | 24 | 8 | 0 | |
| | 25 min | 2 | 16 | |
| | 41 | 5 min | 2 | 16 |
| | | 3/2/1 | 0 | 5 |
| 4/1/1 | | 1 | 18 | |
| 3/1/2 | | 0 | 5 | |
| 4/2/2 | | 5 | 3 | |
| 3/3/1 | | 0 | 9 | |
| 16/2 | | 0 | 11 | |
| 17/2 min | | 5 | 14 | |
| Total | | 33 | 145 | |
| Or | | 40 | 5 | |
| | In Acres | 5.03125 | | |

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**Land Schedule of Village KherkiMajra, Sector 102 & 102-A Gurugram applied for
Licenses for development of Commercial Colony Projects**

| Rect. No. | Kila No. | Total Area | | Area Taken for Project | |
|----------------------------|---|------------|-------|------------------------|------------|
| | | Kanal | Marla | Kanal | Marla |
| Land in Sector-102A | | | | | |
| 31 | 14/1/2min | 3 | 9 | 1 | 7 |
| | 14/2/2min | 0 | 17 | 0 | 14 |
| | 16min | 8 | 0 | 0 | 13 |
| | 17/1min | 7 | 9 | 6 | 4 |
| | 18/1 | 0 | 5 | 0 | 5 |
| | 23/2/2min | 2 | 12 | 2 | 12 |
| | 24min | 8 | 0 | 8 | 0 |
| | 25min | 8 | 0 | 2 | 16 |
| 41 | 5min | 8 | 0 | 2 | 16 |
| | 3/2/1 | 0 | 5 | 0 | 5 |
| | 3/3/1/1 | 0 | 9 | 0 | 9 |
| | 4/1/1 | 1 | 18 | 1 | 18 |
| | 3/1/2 | 0 | 5 | 0 | 5 |
| | 4/2/2 | 5 | 3 | 5 | 3 |
| | Subtotal (Sector-102A) | | | 27 | 127 |
| | Or | | | 33 | 7 |
| | In Acres | | | 4.16875 Acres | |
| Land in Sector-102 | | | | | |
| 41 | 16/2min | 0 | 11 | 0 | 5 |
| | 17/2/1 | 5 | 14 | 5 | 14 |
| | Subtotal (Sector-102) | | | 5 | 19 |
| | In Acres | | | 0.74375 Acres | |
| | Total Area (Sector - 102A & 102) | | | 38 | 26 |
| | Or | | | 39 | 6 |
| | In Acres | | | 4.91250 Acres | |

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