



INDIA NON JUDICIAL

Government of Uttar Pradesh

IN-UP60722671450182X

e-Stamp

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DOCUMENT STAMP

ANIL KUMAR KANSAL
LICENSE NO. 52
HILL COMPOUND, GZB.

Certificate No. : IN-UP60722671450182X
Certificate Issued Date : 25-Mar-2025 01:58 PM
Account Reference : NEWIMPACC (SV)/ up14000404/ GHAZIABAD/ UP-GZB
Unique Doc. Reference : SUBIN-UPUP1400040498758786435483X
Purchased by : RHOMES MIRAABILIS LLP
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : LAND IN KH.NO-
221M(PART),222M,223M(PART),224M(PART),302M,303M,304(PART),307(PART) VILL-MAKANPUR GZB
Consideration Price (Rs.) :
First Party : RAMPRASTHA BUILDERS PRIVATE LIMITED
Second Party : RHOMES MIRAABILIS LLP
Stamp Duty Paid By : RHOMES MIRAABILIS LLP
Stamp Duty Amount(Rs.) : 13,38,72,000
(Thirteen Crore Thirty Eight Lakh Seventy Two Thousand only)



LOCKED BY

S.R.O. Ind

Please write or type Ghaziabad

IN-UP60722671450182X

FOR RAMPRASTHA BUILDERS (P) LTD.

AUTHORISED SIGNATORY

For RHOMES MIRAABILIS LLP

PARTNER

PF 0001925576

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

JOINT DEVELOPMENT AGREEMENT

VALUE AS PER CIRCLE RATE	Rs.1912449000 /- (Only)
STAMP DUTY AT 7 %	Rs.133872000/-(Only)
PLOT NO.	Khasra No - 221 M (Part), 222 M, 223M (Part), 224 M (Part), 302 M, 303 M, 304 (Part), 307 (Part) at Village Makanpur, Ghaziabad, Uttar Pradesh
AREA	Admeasuring - 24,081 Sqr. Mtrs
CIRCLE RATE	Rs. 97000 /Sq. Mtrs.

This Joint Development Agreement (hereinafter referred to as the “**Agreement/JDA**”) is executed at Ghaziabad, Uttar Pradesh on this 25 day of March 2025 (“**Effective Date**”).

BY AND BETWEEN

M/S RAMPRASTHA BUILDERS PRIVATE LIMITED incorporated under provisions of the Companies Act, 1956 having CIN U74899DL1980PTC010399 and PAN AAACR0118F, and having its registered office at C-168, Ramprastha Colony, Ghaziabad, Uttar Pradesh, acting through its authorised signatory, Mr. Abhishek Verma S/o Late Sh. Durga Parsad duly authorized *vide* its board resolution dated 18th October 2024 hereinafter referred to as “**LANDOWNER**” (which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include his respective successors, representatives and permitted assigns) of the **FIRST PART**;

AND

M/S RHOMES MIRAABILIS LLP incorporated as per Limited Liability Partnership Act, 2008, having LLPIN ACJ-9259 and PAN ABKFR0766M, and having its registered office at 81, First Floor, Poorvi Marg, Vasant Vihar, New Delhi-110057, acting through its Designated Partner, Mr Nohar Yadav S/o Sh Sandeep Yadav, duly authorized *vide* resolution passed in meeting of Designated Partners of LLP dated 18th October 2024 (hereinafter referred to as “**DEVELOPER**” (which expression shall be deemed to mean and include its legal heirs, nominees, successors, representatives and permitted assigns) of the **SECOND PART**.

FOR RAMPRASTHA BUILDERS (P) LTD.


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For RHOMES MIRAABILIS LLP


PARTNER

विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 3381

वर्ष: 2025

प्रतिफल- 1912449000 स्टाम्प शुल्क- 133872000 बाजारी मूल्य - 1912449000 पंजीकरण शुल्क - 19124490 प्रतिलिपिकरण शुल्क - 280 योग : 19124770

श्री मैसर्स आरहोम्स मीराबिल्स एल एल पी द्वारा
नोहर यादव अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री सन्दीप यादव
व्यवसाय : अन्य
निवासी: 81 फर्स्ट फ्लोर पूर्वी मार्ग बसन्त विहार नई दिल्ली-110057

[Handwritten Signature]



श्री, मैसर्स आरहोम्स मीराबिल्स एल एल पी द्वारा

नोहर यादव अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 25/03/2025 एवं 02:29:24

PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

[Handwritten Signature]
मुख्यमहि
उप-निबंधक : सदर द्वितीय

गाजियाबाद
25/03/2025

[Handwritten Signature]
रश्मि श्रवस्तव
निबंधक लिपिक
25/03/2025

प्रिंट करें



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

WHEREAS,

The Landowner hereby represents and warrants to the Developer that:

- A. The Landowner is the absolute, lawful, sole and exclusive owner, having uninhibited, vacant and peaceful possession of the contiguous parcel of land admeasuring 24,081 Sqr. Mtrs. geographically located at Khasra No - 221 M (Part), 222 M, 223M (Part), 224 M (Part), 302 M, 303 M, 304 (Part), 307 (Part) at Village Makanpur, Ghaziabad, Uttar Pradesh, and details whereof are more specifically set out in **Schedule-I (hereinafter referred to as the "Project Land")** delineated in the survey map both of which are annexed hereto with this JDA and marked as **Schedule - I** and **Annexure - A** respectively. The said description and demarcation of the Project Land is complete, true and accurate.
- B. The Landowner is recorded as the owner and in possession of the Project Land in all the relevant records of appropriate Government Authorities. Further, the Landowner is seized and possessed of and otherwise well and sufficiently entitled to and having the absolute and exclusive right over the Project Land, and is in exclusive physical possession, use, occupation and enjoyment of the Project Land without any hindrance from any quarter whatsoever.
- C. The Project Land, title of the Landowner to the Project Land and legal possession of the Landowner to the Project Land are all free from any and all encumbrance, charges, mortgages, litigation, disputes, liens, claims, *lis-pendens*, lease, of any nature whatsoever and the same is not a subject matter of any security against loans taken by the Landowner or any third parties. The Project Land is fully marketable, and no event has occurred which may render the title/ ownership and legal possession of the Landowner to the Project Land, either void or voidable, or repudiated or revoked or frustrated, or capable of rescission for any reason, and in particular without limitation by reason of lack of consideration, influence, coercion, duress, default, fraud or misrepresentation. Further, the Landowner has represented that no third party has any claims, rights, entitlements, title or interest of any kind whatsoever in the Project Land or the development rights pertaining thereto. Hence, the Landowner states and assures the Developer that there is no legal eclipse or infirmity of any kind in respect of the Project land besides competence of the Landowner to enter into the instant JDA.

FOR RAMPRASTHA BUILDERS (P) LTD.

AUTHORISED SIGNATORY

For RHOMES MIRAABILIS LLP

PARTNER

बही सं०: 1

रजिस्ट्रेशन सं०: 3381

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

विक्रेता: 1

श्री मैसर्स रामप्रस्थ बिल्डर्स प्रा0 लि0 के द्वारा अभिषेक वर्मा, पुत्र श्री दुर्गा प्रसाद

निवासी: सी-168 रामप्रस्थ कालोनी गा0बाद यूपी

व्यवसाय: अन्य

क्रेता: 1



श्री मैसर्स आरहोम्स मीराबिल्स एल एल पी के द्वारा नोहर यादव, पुत्र श्री सन्दीप यादव

निवासी: 81 फर्स्ट फ्लोर पूर्वी मार्ग बसन्त विहार नई दिल्ली-110057

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री वीरेन्द्र, पुत्र श्री अनेकपाल

निवासी: भवन नं0 13 मानसरोवर पार्क शाहपुर बम्हैटा गा0बाद

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री आदित्य वर्मा, पुत्र श्री वीरेन्द्र कुमार

निवासी: 54 चन्द्रपुरी गा0बाद

व्यवसाय: अन्य



ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी:



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखराम सिंह.

उप निबंधक : सदर द्वितीय

गाजियाबाद

25/03/2025

रश्मि श्रीवास्तव.

निबंधक लिपिक गाजियाबाद

25/03/2025

- D. The Landowner confirms that no real estate project/construction has ever been launched on the Project Land. Accordingly, there are no third-party rights in favour of any customer/ buyer of real estate properties or in favour of any third party in respect of the Project Land or any part thereof.
- E. The Developer is engaged in the business of construction and development of real estate projects including residential complex and has represented that it holds requisite expertise in the development of group housing real estate projects and has the requisite technical experience, expertise and capability for developing a group housing real estate project (*as defined hereinafter*) on the Project Land in accordance with the terms and conditions contained herein.
- F. The Landowner has approached the Developer and requested the Developer to develop a residential group housing project on the Project Land and in light of the same the Landowner is desirous of granting and transferring to the Developer exclusive and irrevocable Development Rights (*as defined hereinafter*) together with all incidental and other rights with respect to the Project Land for the development of the group housing real estate project, which shall, pursuant to this Agreement, vest entirely, irrevocably, and absolutely with the Developer in accordance with the terms hereof. Further, it is confirmed that the Project Land is a developable land, capable of being used for development of the group housing real estate project as per the Applicable Laws.
- G. The subject matter of the present Agreement is the Project Land and transfer of the Development Rights (*defined hereinafter*) of the Project Land, by the Landowner in favour of the Developer for development of a 'Group Housing Real Estate Project' named and known as "MIRAABILIS" ("GHRE Project").

FOR RAMPRASTHA BUILDERS (P) LTD.

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For RHOMES MIRAABILIS LLP

PARTNER



SAURABH VERMA
Advocate
L-18, Tensil Compound,
Ghaziabau

- H. The Landowner has represented to the Developer that Ghaziabad Development Authority (“GDA”) has granted approval for development of group housing real estate project on the Project Land vide letter no. **GDA/BP/24-25/0752** having permit no. **Group Housing/07735/GDA/BP/24-25/0752/17092024** dated **25th October, 2024 (“GDA Approval”)**. The total residential Floor Area Ratio (“FAR”) sanctioned on the Project Land as per GDA Approval is **4.03** (including 5% Green Building Incentive FAR), which is 10,44,947 square feet equivalent to **97,078** square meters (“Existing Project FAR”) comprising **284 units**. The Parties have agreed that the Project Land shall be developed as a group housing real estate project under the said approvals from GDA with existing Project FAR or enhanced Project FAR (as and when available and/or permissible in accordance with prevalent rules / regulations) (as the case may be in accordance with this Agreement).
- I. The Landowner confirms that Landowner or any person representing under them has not breached any term and condition of the existing GDA Approval as sanctioned for the Project Land and the GHRE Project. Further, it has also been confirmed that no event has occurred, which renders or may render the existing GDA Approval to be jeopardized, revoked, cancelled, encumbered, repudiated, blemished or terminated in any manner.
- J. The Landowner has agreed to provide all cooperation for the completion of the development and construction of the GHRE Project. Further, the Developer shall be entitled to undertake the development and construction of the GHRE Project on the Project Land for the purpose of completion of the GHRE Project in accordance with the Applicable laws/Rules/Regulations/Notifications/ Circulars/Zoning Plans of competent authorities in respect of such construction projects.

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For RHOMES MIRAABILIS LLP

PARTNER

SAURABH VERMA
Advocate
L-18, Yashwanth Compound
Ghaziabad

- K. The Landowner has shown and supplied all documents with regard to its unquestionable ownership and indefeasible rights over the Project Land to the Developer. That the Landowner has also shown and supplied all documents relating to its shareholding and record related to its incorporation documents. The Developer has conducted its due diligence of all the documents of the Project Land and is satisfied with the title of the Landowner over the Project Land and agrees to enter into this Agreement on 'as is where is basis'.
- L. The Developer has agreed to acquire exclusive and irrevocable Development Rights of the Project Land and develop the GHRE Project on the Project Land and transfer or sell the Saleable Area/Units to the end customers/purchasers and share the developed residential area, transfer, sell, lease etc. of the units and other Saleable Area in accordance with the terms and conditions stipulated in this Agreement.
- M. Pursuant to discussions between the Parties and relying solely on the representations, warranties, undertakings, indemnities and covenants of the Landowner, the Developer has agreed to the proposal of the Landowner to undertake the construction, development, marketing and sales of the GHRE Project and the Landowner has agreed to transfer the unencumbered Development Rights (*as defined hereinafter*) in respect of the Project Land in favour of the Developer in this regard.
- N. The Parties are now executing the present Agreement to record the detailed terms and conditions agreed between them for development of the Project Land and the GHRE Project and their respective rights and obligations therein.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and for other good and valuable consideration, (the sufficiency of which is hereby acknowledged by the parties), the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS:

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the Schedules/Annexures to this Agreement, the definition listed below shall apply throughout this Agreement:

- I. **"Affiliate":** shall mean any group company of the Developer and/or its parent entity if any;

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PARTNER

- II. **“Agreement”:** shall mean this agreement including all Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
- III. **“Applicable Laws”:** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India or any other authority, including but not limited to authority established under Real Estate (Regulation and Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 (Collectively referred to as “UPRERA”), whether in existence on the Effective Date or thereafter;
- IV. **“Approvals”:** shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the GHRE Project including but not limited to fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (if applicable), approval for change of land use (if applicable), approval (if applicable) of the Ministry of Environment and Forests, Ministry of Civil Aviation, National Monument Authority, Ghaziabad Development Authority (GDA), Archaeological Survey of India (ASI), no objection/ approvals from CISF (if applicable), no objection/approvals from Airport Authority of India (AAI) (if applicable), registration under the RERA or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the GHRE Project and shall include all approvals relating to or pursuant

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to sanction of layout plans, sanction of building plans, commencement certificates, occupation certificate, completion certificate (by whatever name called);

- V. **"Business Day":** shall mean a day that is not a Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Ghaziabad, Uttar Pradesh, India;
- VI. **"Common Areas":** shall mean and include common passages, internal roads, hallways, and other open and covered space(s) and facilities (including water storage and pumping facilities and electric sub-stations and back-up structures and facilities), areas such as lobbies, corridors, staircases, lift room, ducts, sanitary ducts, electrical ducts, machine rooms, parks, play areas, pathways, roads, terrace areas, parking areas and whatsoever required for the establishment, maintenance, provision, and management of the entire GHRE Project and is common to the entire GHRE Project, accessible to resident of the GHRE Project excluding commercial areas/commercial units and residential units and Club/Recreational Facilities;
- VII. **"Consideration":** Shall mean and is limited to, as has been specified in detail in **Article 4** hereof;
- VIII. **"Common Facilities/ Amenities":** shall mean and include common amenities, facilities, fittings, lift and lift lobbies, proportionate ownership right in the land underneath the Project Land and any area earmarked as accessible for the residents of GHRE Project;
- IX. **"Contractors":** shall mean the contractor(s), sub-contractor(s), supplier(s) and all other third party consultant(s) / vendor(s) including but not limited to the architect, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, environmental consultant (where necessary), ground investigation engineer, landscape architect, QS&QA Consultant, RCC consultant(s), soil survey expert(s), and all other consultant(s) (wherever necessary) appointed by the Developer, for the

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- X. **“Development”:** construction and development of the GHRE Project and shall include any replacement thereof; shall mean with its grammatical variations and cognate expressions, means carrying out the development of immovable property, engineering or other operations in, on, over or under the Project land or the making of any material change in any immovable property or Project land and includes re-development;
- XI. **“Developer’s Share”:** shall mean the share / portion of the GHRE Project allocated to the Developer as specified in **Article 4** of this Agreement for independent use, benefit and / or occupation of the Developer and/or its transferees along with parking space(s) accruing to the Developer in the GHRE Project (*excluding Landowner’s share and its parking space(s)*), provided for the sake of clarity that the Developer’s Share shall also include all rights in relation to any additional area that may be generated in terms of this Agreement or pursuant to any Governmental rule, order, relaxation or change in policy applicable to the said GHRE Project till the completion of GHRE Project & handing over of GHRE Project after sale to the buyers/purchasers/customers;
- XII. **“Developer Units”:** shall mean the Unit(s) within the Developer’s Share;
- XIII. **“Development Rights”:** shall mean the unfettered, unrestricted, sole, exclusive, irrevocable and non-terminable rights, interest, power, entitlement, authority, sanction and permission transferred to the Developer in terms of this Agreement to exclusively carry out development, construction, marketing and sale of the GHRE Project on the Project Land and market and sale of the units comprised therein, which shall include, without limitation, the right to:
1. To enter upon and take sole and absolute possession and control of the Project Land and every part thereof; for the purpose of developing and constructing the GHRE Project;
 2. To carry out the construction / development of the

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GHRE Project on the Project Land in accordance with Applicable Laws and remain in sole possession, control, and peaceful enjoyment of the Project Land or any part thereof until the completion of development of the GHRE Project and handing over for operation, management, administration and maintenance to the Association of Allottees ("AOA") / Common Organization of Purchasers formulated under the Applicable Laws and/or the maintenance agency of the GHRE Project, as the case may be, as per then existing Applicable Laws;

3. To develop, construct, execute, market and sell the GHRE Project as per the Developer's sole and absolute discretion and own the same in totality, in any manner whatsoever and have all rights, titles, entitlements and other interest in the Project Land and appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), brokers, real estate agents, consultants or other persons to carry out the development work and to pay the wages, remuneration, brokerage and salary of such persons and to carry out all other necessary and ancillary activities in relation thereto;
4. To take all decisions including operational decisions in relation to all aspects of the development of the GHRE Project including but not limited to plans (of any nature whatsoever), conceptualize and implement designs, contracting, costing, accounting etc., and and to carry out all other necessary and ancillary activities in relation thereto, and execute the GHRE Project in accordance with Applicable Laws;
5. To make applications to the concerned Governmental Authority in respect of and to carry out all the infrastructure and related work and constructions of the GHRE Project, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden,

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boundary walls, electrical sub-stations and all other Common Areas and Common Facilities and Amenities for the Total Saleable Area to be constructed on the Project Land as may be required by any Approval(s), layout plan, or order of any Governmental Authority, to be the sole and exclusive developer of the GHRE Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management, design and development and landscaping of the GHRE Project;

6. To submit layout plans, building plans and zoning plans, to apply for and obtain sanction plans or the revalidation and/or revision of the plans on behalf of Landowner, sanctioned or to be sanctioned, with alterations and additions, as the Developer may deem fit. Further, to obtain/purchase any additional/purchasable FAR available in future on the GHRE Project, including but not limited to Green Building Incentive FAR;
7. To make, modify, withdraw application(s) to the concerned Governmental Authority in respect of Approvals required for any infrastructure and related work/construction for the GHRE Project, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, fire safety provisions and all other common areas and common facilities and amenities for the proposed buildings/total built-up area/developed area to be constructed on the Project Land and to carry out the same under the approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant approvals for obtaining water and electricity connections and approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer and shall carry out all compliances with all the conditions in such approvals as may be contained from time to time under the foregoing;

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8. To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the GHRE Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Project Land including but not limited to UPRERA for obtaining RERA registration of the GHRE Project in its own name as Promoter, in terms of the RERA Act and Rules & Regulations framed thereunder and binding judicial precedents and judgments of the Hon'ble Supreme Court of India, Hon'ble Allahabad High Court, if any;
9. To launch the GHRE Project for booking, advances and/or sale of the Apartments/Flats/Units, car parking spaces or any other built up areas, developed areas and to exercise full, free, uninterrupted, unfettered, absolute, exclusive and irrevocable marketing, allotment, leasing, licensing or sale rights in respect of the entire Saleable Area or other components of the GHRE Project by way of sale or any other manner of transfer or creation of third-party rights therein, in the GHRE Project and enter into agreements with such transferees as it deems fit, and on such marketing, or sale, to receive the full and complete monies/consideration/proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the Saleable Area of the GHRE Project and to sell Units in the GHRE Project (*excluding the Landowner's Share*);
10. To create mortgage, security, charge and such other debt raising mechanisms as per Applicable laws, on the Project Land, for construction/ development thereto and receivables from the GHRE Project or any part thereof including Project Land and Units, to raise funding / finance for the purpose of construction, development and implementation of the GHRE Project without any

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PARTNER

requirements such as obtaining NOC from Landowner or any other person representing Landowner and to call upon the Landowner to execute all documents, mortgage deeds, no objection certificates, declaration, affidavits, etc. as may be required by the lenders including but not limited to Scheduled Commercial Banks, NBFCs, etc., to record or create such mortgage, security, charge etc.;

11. To permit home loans/housing finance to the prospective buyer(s)/Alottee(s) of Units comprised in the GHRE Project;
12. To enjoy all rights, privileges and benefits to the GHRE Project and the units in the GHRE Project, including the right to generate, receive, use and appropriate revenue generated out of the sale of the Developer's Share / Developer Units in accordance with the terms of the Agreement;
13. To manage and maintain the Project Land and GHRE Project and the incidental properties and common areas and common facilities and amenities constructed upon the Project Land and/or to transfer/assign right to maintenance, to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the GHRE Project;
14. To handover operation, management, administration and maintenance of the GHRE Project to the association of apartment owners formulated under the applicable Apartment Ownership Act or the maintenance agency of the GHRE Project, as the case may, as per the then existing Applicable Laws;
15. To put/decide a name/brand of the GHRE Project to be identified with, without any interruption or interference from the Landowner or any third party representing under them;
16. To issue any press release or make any public statement or other communication about the GHRE Project and/ or the development;
17. To appoint liaison agency, construction company,

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marketing agency and any other third-party agencies required by the Developer to start and complete the GHRE Project;

18. To appoint architects and structural engineers for preparing the detailed architectural and engineering designs and drawings for the GHRE Project, for undertaking the master planning of the GHRE Project and for all other allied activities including layout, aesthetics and landscaping in compliance with the Applicable Laws;
19. To develop the Project Land for the purposes of the GHRE Project, including, construction of buildings, structures and other constructions as per sanction plans sanctioned by the concerned statutory authorities for the GHRE Project based on the existing Project FAR (in addition to any purchasable FAR in future), along with all internal and external services, amenities, facilities, fittings, fixtures, construction or development of roads, landscaping, parks, water supply, street lighting, drainage, sewerage and other conveniences, development of internal and peripheral areas and infrastructure facilities for the GHRE Project;
20. To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, leasing, licensing or sale of the premises to be constructed on the Project Land as envisaged herein;
21. To set up, install and make provision for the various facilities / services at the GHRE Project as may be required under the Applicable Laws and/or Rules & Regulation framed there under;
22. to do all acts, deeds and things in this regard including to sign and file all applications, forms, deeds, undertaking etc. and deposit all fees and charges;
23. To demarcate the common areas and facilities, and the limit common areas and facilities in the GHRE Project in the sole discretion of the Developer, as per the lay out plan and Applicable Laws and to

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- file and register all requisite deeds and documents under the apartment ownership act;
24. To deal with and appear before any Governmental Authority, Courts, Tribunals with respect to any Litigation by or against any Purchasers, Vendors, etc. in relation to the GHRE Project including on behalf of the Landowner in case of Litigations filed against the Landowner in relation to the GHRE Project and/or the Project Land;
 25. To market the GHRE Project and to undertake the marketing and related co-branding of the same without any interruption or interference from the landowner or any third party representing under the landowner;
 26. To absolute right to own, alienate, execute solely and exclusively such Builder Buyer Agreements (by whatever name called), Booking Application Form, Allotment Letters, Agreement for Sale, sale deeds, conveyance deeds, leased deeds, sub-lease deeds, Offer of Possession etc., for the sale of Apartments/Flats/Units in the GHRE Project **(including Landowner's share/Unit)** and handover possession of the same along with proportionate undivided rights in the land underneath the Project Land and or other facilities at any time and receive, retain and appropriate all proceeds/deposits from any prospective allottees/buyers/purchasers of Developer's Unit (Including receiving proceeds/deposits for Landowner's Share/Units which shall then be transferred to the Landowner in accordance with the Clauses mentioned hereafter) and to register the same including appearing before the office of concerned Registrar/Sub-Registrar;
 27. To manage, supervise and monitor the GHRE Project and to oversee the performance of the Contractors in terms of their relevant contracts, through any Person nominated by the Developer or through the appointment of an independent project management consultant;
 28. To be the sole authority to open and operate, bank

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accounts for collection of sale proceeds as may be required under RERA ("RERA Bank Account") and Applicable Laws;

29. All the rights and interests transferred and assigned by the Landowner on an irrevocable basis in the Project Land and the GHRE Project to be developed, in favour of the Developer under and in terms of this Agreement;
30. To possess irrevocable and exclusive rights in favour of the Developer to commence, carry out and complete the development and construction on the Project Land and of the GHRE Project, at its own cost and expense, through its agents, servants or assigns, subject to necessary permissions, existing or future, from municipal and any other concerned authorities and for this purpose to have unhindered access and possession to the Project Land including ingress and egress, the right of way, and do all activities for construction and development thereupon;
31. To manage the Project Land and services and maintain all the buildings, plants, equipment, and machineries, as well as other facilities constructed upon the Project Land;
32. the right to obtain registration of the GHRE Project under RERA in its own name as Promoter and in name of landowner as Co-Promoter and to execute necessary documents, applications, affidavits, indemnities and to execute other requisite documents in this regard and to represent the Landowner before concerned authorities including UPRERA in this regard;
33. To undertake such other activities as may be required for the development of the GHRE Project and the Project Land;
34. The exclusive right to undertake or deal with the GHRE Project on terms and conditions set forth in this Agreement;
35. To assign and / or mortgage the Development Rights to any third party without prior permission/consent of landowners;

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36. To generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement and all acts, deeds and things that may be required for the development, construction and implementation of the GHRE Project and for compliance with the terms of this Agreement.

- XIV. **“Development Works”:** shall means the external development works and internal development works on Project Land as defined under RERA and Rules & regulations framed thereunder;
- XV. **“EDC”:** shall mean External Development Charges;
- XVI. **“Effective Date”:** shall mean the date of execution of this Agreement;
- XVII. **“Encroachment”:** shall in relation to Project Land, mean any intrusion whatsoever by a Third Party (for the purposes of this definition such third party be referred to as **“Encroacher”**), whether such intrusion is physical or otherwise, whether the intrusion is by the way of a claim or any actions of the Encroacher, where such intrusion by the Encroacher, inhibits, affects, impacts, creates impediment or in any other manner whatsoever interferes with the ability of the Person who owns or has rights in relation to the said land or property, to enjoy all the rights, benefits, privileges, entitlements and other interests to the said land or property, together with all liberties, advantages and appurtenances attached to the said land or property. It is being understood that anything that in any way impedes the ability of the Developer to construct and develop the Project Land shall be deemed to be an Encroachment;
- XVIII. **“Encumbrance”:** shall mean any previous, present or future Third-Party interest or impediment created pursuant to:
- (a) Encroachment, easement rights, acquisition, attachment, lien, will, exchange, partition, title defect; or

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- (b) Memorandum of understanding, development agreement, joint venture agreement, title retention agreement, settlement agreement or any other agreement of any nature whatsoever; or
- (c) Legal or regulatory restrictions, mortgage, charge, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, interest, option, commitment, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) and includes any other security interest or encumbrances of any kind whatsoever, or any agreement whether conditional or otherwise to create any of the same,
- (d) Disputes, breach of settlements, Litigation, threatened Litigation, requisition, court injunction, claims; or
- (e) Any interest, entitlement, claim or right and includes any other security interest, charge or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, under whatsoever name or nomenclature, to create any of the same

- XIX. **"FAR":** shall mean the Floor Area Ratio;
- XX. **"Force Majeure"** shall have the meaning as ascribed under the General Clauses Act besides as has been set forth in **Article 17.7** of this Agreement;
- XXI. **"GDA":** shall mean and refer to the Ghaziabad Development Authority;
- XXII. **"General Power of Attorney/GPA":** shall mean an unconditional and irrevocable general power of attorney executed by the Landowner, pursuant to this Agreement, in favour of the Developer or its Representatives, authorizing the Developer or its Representatives to do various acts for the purposes of:
 - a) The construction and development GHRE Project on the Project Land;

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- b) Obtaining Approvals for the purposes of construction and development of GHRE Project;
- c) Execution and registration of Builder Buyer Agreements (by whatever name called), Booking Application Form, Allotment Letters, Agreement for Sale, sale deeds, conveyance deeds, leased deeds, sub-lease deeds, Offer of Possession etc, or any transfer document in relation to the Units comprised in the GHRE Project (including execution and registration of Builder Buyer Agreements (by whatever name called), Booking Application Form, Allotment Letters, Agreement for Sale, sale deeds, conveyance deeds, leased deeds, sub-lease deeds, Offer of Possession etc or any transfer document in relation to the Landowner's Share/Landowner's unit;
- d) All matters ancillary or incidental thereto, in the format provided in **Annexure B** hereunder, to be executed on the Effective Date.

XXIII. **"Governmental Authority":**

shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or Ghaziabad Development Authority (GDA) or UPRERA or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project Plot and/or GHRE Project;

XXIV. **"GST":**

shall mean Goods and Services Tax;

XXV. **"GHRE Project":**

shall mean the Group Housing Real Estate Project "MIRAABILIS" i.e., the development of group housing real estate project on the Project Land by utilization of the existing Project FAR or additional FAR that may become permissible in future (including the Saleable Area permitted by competent authority/GDA); in the manner the Developer may in its sole discretion deem fit and construction of other

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- structures, buildings, commercial spaces, open spaces, clubs, parking spaces, landscaping, developments etc. as may be deemed fit by the Developer and permitted or compulsory in accordance with the Applicable Laws and rules made thereunder by the relevant Governmental Authorities;
- XXVI. **“IDC”:** shall mean Internal Development Charges;
- XXVII. **“Landowner’s Share”:** shall mean the share / portion of the constructed area allocated to the Landowner assigned to it in **Article 4** of this Agreement.
- XXVIII. **“Landowner Units”:** shall mean the Unit(s) within the Landowner’s Share;
- XXIX. **“Litigation”:** includes any action, cause of action, claim, demand, suit, proceedings, citation, summons, subpoena, inquiry or investigation of any nature whether civil, criminal, regulatory or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority and includes any notice given by any Third Party to the Developer and Landowner and any action, cause of action, claim, demand, suit, proceedings, citation, summons, subpoena, inquiry or investigation which are threatened in writing;
- XXX. **“Marketing”:** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted solely by the Developer for:
- (a) Sale / lease / transfer of the Saleable Area /Apartment/Flat/Unit in the GHRE Project;
 - (b) fixation of price, and;
 - (c) the allotment, sale / lease / transfer or any other method of disposal, transfer or alienation of the Saleable Area /Apartment/Flat/Unit in GHRE Project and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto.

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- XXXI. **"Person"**: shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws;
- XXXII. **"Project"**: has the meaning given to it in **Recital G** herein above;
- XXXIII. **"Project Completion Period"**: shall mean time period of 5 (years) from the date of registration of the GHRE Project under RERA, subject to a further extended grace period of 24 (Twenty-Four) months. The Parties may mutually agree to extend the grace period in writing, subject to RERA Act and Rules & Regulations framed thereunder, if any;
- XXXIV. **"Project Land"**: has the meaning given to it in **Recital A** herein above;
- XXXV. **"Prospective Buyer(s)/Purchase r(s)/Allotee(s)"**: shall mean and include all Persons intending to book / purchase Unit(s) (residential) in the GHRE Project, together with the proportionate interest and undivided share in the Project Land, as per Applicable laws, and rights to use the facilities and services provided in the GHRE Project;
- XXXVI. **"RERA"**: shall mean the Real Estate (Regulation and Development) Act, 2016 and Rules & Regulations framed thereunder;
- XXXVII. **"Representatives"**: means the agents, servants, associates and any Person lawfully claiming through or under any Party hereto;
- XXXVIII. **"Saleable Area"**: shall mean and include in relation to the GHRE Project, area constructed and developed, including but not limited to the Units, car parking spaces, commercial area and other area and facilities and any and all of the other developed areas in the GHRE Project, including areas as defined under the RERA Act' 2016;

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XXXIX. **“Sanctioned Plan”** means the building plan, fire plan, road access plan, service plan estimates, etc., of the GHRE Project, including revision(s) thereof, as sanctioned by the concerned authorities, of the GHRE Project.

XL. **“Specifications or Project Specifications”** mean details of the materials, along with their brands, to be used in the GHRE Project, hereto and/or their equivalents, which shall be as per requirement of National Building Code (N.B.C.), in all respects, and to meet the requirements of structure, services and as to fire norms and common areas.

XLI. **“Tax collectively Taxes”** or shall mean (i) any and all taxes, assessments, duties, impositions, liabilities and other governmental charges imposed by any Governmental Authority, including taxes on income, profits, service, sales, wealth, use and occupation, value added, ad valorem, transfer, franchise, withholding, payroll, employment, excise, stamp duty and property taxes, together with all interest, penalties and additions imposed with respect to such amounts; and (ii) any liability for the payment of any amounts of the type described in (a) above as a result of any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreement(s) or arrangement(s) with any other Person with respect to such amounts and including any liability for such amounts of a predecessor entity or transferor;

XLII. **“Title Deeds”**: shall mean various title documents by virtue of which the Landowner has acquired ownership of the Project Land.

XLIII. **“Title Risk”**: shall mean the occurrence of any of the following events:

(a) any defect/ Third Party claim/ dispute or encumbrance over the GHRE Project arising due to reasons attributable to the Project Land, or title, access, contiguity or possession of the Project Land or any benefits attached to it; and/ or

(b) any defect/ Third Party claim/ dispute or

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Encumbrance over the rights, title and/or interest of the Developer over the Project Land/GHRE Project/Development Rights or any benefits attached to it arising due to reasons attributable to the Project Land; and/ or

- (c) any revocation, cancellation, modification or any other challenge/ impediment or prejudicial impact on the Approvals save and except on account of any action of the Developer; and/or
- (d) any claim, right or entitlement of any Third Party over the GHRE Project arising due to reasons attributable to the Project Land or any benefits attached to it; and/or
- (e) any other security interest, charge or encumbrances of any kind whatsoever, over the Project Land/GHRE Project/Development Rights or any benefits attached to the same arising due to reasons attributable to the Project Land, or any agreement, whether conditional or otherwise, under whatsoever name or nomenclature, to create any of the same and/or
- (f) any kind of *lis* involving the Project Land, be it civil or criminal proceedings arising out any claim/dispute as to the title/ownership of the Project Land either *sub-judice* and/or impending future proceedings having the least tendency to jeopardize the GHRE Project.

XLIV. **“Third Party” or “Third Parties”:** shall mean any Person other than the Landowner or Developer;

XLV. **“Units”:** shall means the residential units constructed by the developer in accordance with the Plans sanctioned by the GDA and/or a Competent/Statutory Authority and any kind or type of construction or appurtenant that may yield consideration of any kind;

XLVI. **“UPRERA”:** shall mean Uttar Pradesh Real Estate Regulatory Authority set up under the Real Estate (Regulation and Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 and Regulations/notifications/circulars framed there under, as amended from time to time.

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

- (i) All subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- (iii) any reference to the singular shall include the plural and vice-versa;
- (iv) any references to the masculine, the feminine and the neuter shall include the other genders;
- (v) any references to a "company" shall include a reference to a body corporate;
- (vi) any reference herein to any Clause or Schedule or Annexure is to such Clause of or Schedule to or Annexure to this Agreement. The Schedules and Annexures annexed to this Agreement shall form an integral part of this Agreement;
- (vii) references to this Agreement or any other agreement shall be construed as references to this Agreement or that other agreement as amended, varied, novated, supplemented or replaced from time to time;
- (viii) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- (ix) each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause or any part thereof;
- (x) any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- (xi) headings to Clauses, parts and paragraphs of Schedules and Schedules are inalienable part of this JDA and none of these are to be read in isolation but

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to be read harmoniously so as to further the intent behind execution of instant JDA for the benefit of parties herein.

- (xii) "in writing" includes any communication made by letter, or e-mail;
- (xiii) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (xiv) references to a person (or to a word importing a person) shall be construed so as to include:
 - (a) individual, firm, partnership, trust, joint venture, company, llp, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
 - (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (xv) where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;
- (xvi) all the Recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
- (xvii) contents of the Annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant Annexure is referred

ARTICLE 2

GRANT OF DEVELOPMENT RIGHTS

- 2.1 In lieu of the consideration as prescribed in **Article 4** herein below, the Landowner hereby grants, transfers, conveys, vests and assigns to the Developer as per the terms and conditions contained herein, the exclusive un-Encumbered Development Rights of the Project Land including rights, authority and entitlement to plan, design, construct and develop the GHRE Project at its own cost and expenses and in its sole and absolute discretion, together with right to market, advertise, sell, transfer and convey and/ or dispose of the Saleable Area (excluding the Landowner's Share) and other areas/components of the GHRE Project along with all other ancillary and incidental rights attached therewith, together with right to convey proportionate undivided right, title, share and interest in the Project Land in accordance with terms and conditions stated in this Agreement and the Developer hereby acquires the exclusive Development Rights in terms of this Agreement.
- 2.2 On the Effective Date, the Landowner shall hand over the legal and vacant, physical, and peaceful possession of the Project Land to the satisfaction of the Developer for the purposes of construction, development, marketing, and sale of

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- the GHRE Project. The Parties agree that the Developer shall have unfettered rights to enter the Project Land being vested with legal and physical possession to the same and transpose itself as *de-facto* landowner for the purposes of efficaciously achieving the object of this JDA. The Developer shall be fully entitled to permit any of its associates, nominees, Contractors and/ or partners to also enter the Project Land, and to do all such acts and deeds as are required and/ or necessary in the discretion of the Developer on the Project Land
- 2.3 The Developer shall develop the GHRE Project, at its own costs and expense, in accordance with the Approvals and compliance of Applicable Laws in terms hereof.
- 2.4 The Landowner has obtained the sanctioned Map as sanctioned by GDA under GDA Approval for development of the GHRE Project and the cost of the same has been borne by the Landowner only.
- 2.5 The Landowner shall, from time to time, promptly execute such further documents and do all such acts, as may be required by the Developer, in its sole discretion, to effectively exercise the Development Rights and to complete the transactions contemplated hereunder. The Landowner agrees and covenants not to do anything or permit any Third Party to do anything, directly or indirectly, which may affect, jeopardize or frustrate the objective of this Agreement or adversely affect the Development Rights or any other rights and interests of the Developer in the GHRE Project/Project Land, in any manner whatsoever.

ARTICLE 3

DEVELOPMENT AND CONSTRUCTION OF THE GHRE PROJECT

- 3.1 The Developer has agreed to develop the GHRE Project on the Project Land where under:
- (i) On the Effective Date, the Landowner shall hand over the duly levelled, demarcated, bounded and vacant possession of the Project Land free from all structures, encroachments and encumbrances to the Developer for the purposes of construction, development, marketing and sale of the GHRE Project thereon, and in this regard, Landowner would hand over the Project Land to Developer.
- (ii) The Developer shall be responsible to have the GHRE Project registered under RERA in its own name as Promoter and undertake the necessary periodic compliances as is required under the provisions of the same and the Landowner shall provide due co-operation to the Developer in this regard. The Landowner, if required, shall register itself as Co-Promoter for the GHRE Project under RERA without any additional compensation or consideration in this regard.

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- (iii) The Developer shall launch the GHRE Project and undertake construction and development of the Project in accordance with the Approvals, the Applicable Laws and other terms and conditions of this Agreement.
 - (iv) That the Developer shall demarcate the Units as per sanctioned building plans on Project Land, into Landowner Units/Landowner's Share and Developers Units/Developer's Share at its own discretion.
 - (v) The Landowner and the Developer shall be entitled to their respective share of the Units in the GHRE Project as provided in **Article 4** herein.
- 3.2 The scope of development of the Project includes construction and development of GHRE Project, including car parking(s), Common Areas and Common Facilities and incidental and related amenities and various components of the GHRE Project as may be required at the cost of the Developer and the Developer is exclusively authorized to do the same and exercise the Development Rights in its own name at its own cost and expenses and to book, market and allot the Units and other Saleable Areas and transfer and convey the Units / Saleable Area of the GHRE Project (excluding Landowner's Share), which Development Rights shall be effective from the Effective Date. However, the Landowner shall be under obligation, if required under law, or if reasonably requested by the Developer, to sign, present, execute and register, and take all other actions as may be required or necessary, for any execution of sale documents, conveyance or related documents, creating any interests executed or to be executed by the Developer in favour of its respective buyers/allottees.
- 3.3 On the Effective Date, the Landowner would grant to the Developer, its Representatives and other parties authorised by Developer in this regard, a right to enter onto the Project Land for the purpose of exercising its Developmental Rights in furtherance of the spirit of instant JDA.
- 3.4 All the Approvals till the Effective Date have been obtained by the Landowner at its own cost and expense. The Landowner shall provide prompt support and assistance to the Developer and shall execute necessary documents, affidavits, power of attorneys and authorisations as may be required by the Developer.
- 3.5 The Developer shall be entitled to engage Contractors for construction and development of the GHRE Project at its sole discretion.
- 3.6 The Landowner shall promptly, sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking and take such other actions as may be required by the Developer for the purposes of obtaining Approvals for the GHRE Project, including all Approvals to be received from the GDA (if any), Uttar Pradesh Urban Development Authority and/or UPRERA, registration of the GHRE Project under RERA and for construction and development of the GHRE Project and booking, marketing, allotment, transfer and/or sale of the Saleable Area in the GHRE Project and Units constructed and/or to be constructed therein and to receive consideration and proceeds thereof, and as

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may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.

- 3.7 Any cost, expense and/or delay occasioned due to the rectification of Title Risk or defect in the title of the Project Land or litigation concerning any of the above shall be solely borne and paid by the Landowner.
- 3.8 The Parties agree that the Developer shall have the sole right to take all decisions related to the said GHRE Project, oversee co-ordination, development, construction of the GHRE Project and to perform its obligations as contemplated herein.
- 3.9 The Landowner shall, sign and deliver to the Developer all documents, as may be required to be signed by the Landowner, for filing the various applications and for obtaining the Approvals pursuant thereto for the construction, development, marketing, sale and maintenance of the GHRE Project including but not limited to the obtainment of registration of the GHRE Project under RERA.
- 3.10 The Landowner undertakes that it shall do all actions required to keep its representations, warranties, covenants and obligations under this Agreement valid and subsisting. However, under any circumstances, if any of the representations, warranties and/or covenants turns out to be incorrect and/or the Landowner fails in the fulfilment of any of its obligations, then the Landowner shall be obligated, to rectify such default, at their own cost and expenses, within 60 days of the Developer having intimated the Landowner about the same in writing, failing which, the Developer shall have the exclusive rights to sell area in such proportion of the Landowner's Share/Landowner Units, at Developer's sale price by the Developer and appropriate the same, in order to indemnify and compensate itself for the losses/expenses incurred by it.
- 3.11 Notwithstanding anything contained in this Agreement, the Developer shall be authorised to execute the documents prescribed therein on behalf of the Landowner in terms of **Article 10** below.
- 3.12 The Developer shall be exclusively entitled in its sole discretion to book, allot, sale of the Units /Saleable Area (excluding the Landowner's Share) falling in the GHRE Project and to enter into agreements to sell with prospective purchasers for transfer of the same together with proportionate, undivided right, share, interest and title in the Project Land.
- 3.13 In the event the Landowner fails to fulfil their obligations under this Agreement, the Developer shall be entitled (but not obligated) to undertake necessary action on behalf of the Landowner to fulfil such obligations at the costs and expenses of the Landowner. Any costs and expenses incurred by the Developer as mentioned herein shall be reimbursed by the Landowner to the Developer along with interest at the rate of [12% (twelve percent)] per annum compounded monthly for the period from the date of incurring of such cost/expenses till the date of reimbursement.

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- 3.14 The GDA has created a mortgage on Project land admeasuring 4,817 square meters out of the total Project Land for internal development of the GHRE Project and such mortgage will be cleared at the time of completion of the GHRE Project. The GDA has also created mortgage on Project land admeasuring 3,610 square meters out of the total Project Land towards payment of purchasable FAR and such mortgage will be cleared upon payment of purchasable FAR. It is the sole responsibility of the Landowner to clear the dues of purchasable FAR in a timely manner.
- 3.15 The Landowner shall not create any Encumbrance on the Project Land in any manner whatsoever except as mortgaged with GDA and as required by the Developer as per the terms contained herein.
- 3.16 The GHRE Project shall be branded by the Developer with the brand and logo as determined by the Developer in its sole and absolute discretion
- 3.17 It is hereby agreed by the Parties, that the responsibility and obligation of: (a) obtaining the Approvals required for the GHRE Project upto the receipt of completion certificate; (b) obtaining zoning/layout/sanctioned plans/all Approvals as per Applicable Laws, for the designated GHRE Project, is of the Developer and Landowner, jointly. However, the costs for the same shall be paid by the Landowner. The Landowner shall be further obliged to satisfy all conditions laid down by the concerned approving authority as per Applicable Laws, pertaining to the Project Land and provide necessary cooperation and assistance to the Developer as may be requested.

ARTICLE 4

CONSIDERATION FOR GRANT OF DEVELOPMENT RIGHTS

- 4.1 That the total consideration for 'Development Rights' over the "Project Land" has been settled between both the parties that the consideration of the instant JDA would be paid in the form of sixty (60) Units to the Landowner in the intended GHRE Project as its share out of the total project comprising 284 Units. Besides above, the total development cost of the project shall be borne by the Developer out of his own funds and resources including third party(ies) finances, be it Scheduled Banks, NBFC's and/or from its resources in addition to revenue generation from the GHRE Project itself as detailed in **Article 5** below.
- 4.2 In consideration of the Landowner providing and making available to the Developer the Project Land and granting unconditional, sole, exclusive Development Rights to the Developer with right to market, advertise, sell, transfer and convey the Units comprised in Saleable Area falling in Developer's Share/Developer's Unit together with right to sell or convey, proportionate undivided right, share, interest and title in the Project Land to the prospective purchasers and to receive consideration therefrom in its own name and account and the Developer agreeing to carry out construction and development on the Project Land.

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- 4.3 The Units of the Project shall be shared between the Parties as mentioned herein below:

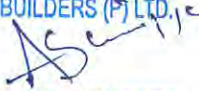
Landowner's Share/ Landowner's Unit	60 units in the Project
Developer's Share/ Developer's Unit	224 units in the Project

- 4.4 The Landowner hereby agrees, acknowledges and confirms that its entitlement under this Agreement and in connection with the GHRE Project/Project Land is limited to the Landowner's Share and except the Landowner's Share, the Landowner is not entitled for any other entitlement and the Landowner shall not raise any demand, claim, dispute or objection whatsoever in this regard.
- 4.5 Notwithstanding anything contained above, the Parties agree that maintenance and other charges which are in the nature of onward payment to the management agency for the maintenance of the Common Areas and Common Facilities and Amenities including but not limited to maintenance security deposits or any other refundable deposits, Taxes, administrative charges, stamp duty and registration fee, etc. with regard to the Units falling in the Landowner's Share shall be solely borne and paid by the Landowner and/or its prospective buyer(s)/purchaser(s)/allottees(s) as the case may be.
- 4.6 The Parties hereby agree that Developer shall allot the Developer's Units comprising in Developer's share at the Developer's sole discretion.
- 4.7 The Parties hereby agree that Landowner shall allot the Landowner's Units comprising in Landowner's share at the Landowner's sole discretion.

ARTICLE 5

COLLECTIONS FROM THE GHRE PROJECT

- 5.1 The Developer shall have the sole and exclusive right to collect and utilise the receivables from the GHRE Project in accordance with RERA without any interference from Landowner.
- 5.2 The amount received by the prospective purchaser(s)/allottee(s)/buyer(s) for the Developer's Share and Developer's Unit shall be received and utilised by the Developer at its sole discretion from the RERA Bank Account in accordance with RERA Act and Rules and Regulations framed thereunder
- 5.3 The amount received by the prospective purchaser(s)/allottee(s)/buyer(s) for the Landowner's Share and Landowner's Unit shall be received by the Developer in the RERA Bank Account and same shall be immediately transferred to Landowner in maximum of 15 days and shall be utilised by the Landowner at its sole discretion in accordance with RERA Act and Rules and Regulations framed thereunder

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ARTICLE 6

INTEREST FREE REFUNDABLE SECURITY DEPOSIT

6.1 The Developer will pay an interest free refundable security deposit of an amount of Rs. 125,00,00,000/- (Rupees One Hundred twenty five crores only) to the Landowner in the following manner:

(a) An amount of Rs. 75,00,00,000/- (Rupees Seventy Five crores Only) paid and deposited by the Developer vide Cheque No. 000143 dated 18.10.2024 drawn on HDFC Bank, the receipt of which is hereby confirmed and acknowledged by the Landowner.

(b) Balance an amount of Rs 50,00,00,000/- (Rupees Fifty crores Only) will be paid within period of 18 months from the Effective Date .
(hereinafter collectively referred to as “IFRSD”)

6.2 The IFRSD shall be refunded by the Landowner to the Developer in the following manner:

- a) 25% of IFRSD within 30 months of RERA registration of the GHRE Project
- b) 25% of IFRSD within 36 months of RERA registration of the GHRE Project
- c) 25% of IFRSD within 42 months of RERA registration of the GHRE Project.
- d) 25% of IFRSD within 48 months of RERA registration of the GHRE Project

6.3 **EVENT OF DEFAULT AND CONSEQUENCE OF DEFAULT** - In the event the Landowner fails to refund the IFRSD to the Developer on the agreed dates mentioned in Sub – Clause 6.2 of Article 6 above, then as a consequence of such event of default, the Landowner shall be liable to pay the principal amount along with interest at the rate of [12% (twelve percent)] per annum compounded monthly for the period from the date of event of default till the date of reimbursement/refund to the Developer.

ARTICLE 7

COVENANTS, UNDERTAKINGS, ROLES AND OBLIGATIONS OF THE DEVELOPER

- 7.1 In enforcement of Development Rights on the Project Land and subject to Force Majeure conditions stipulated in **Article 17.7**, the Developer shall ensure and undertake the following:
- 7.1.1. The Developer shall develop ‘The GHRE Project’ out of its own cost and funding and resources without any burden on the Landowner in so far as the development

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- of the GHRE project, its Flats/residential Units, common facilities and services, ancillary services/facilities, parking(s) or any sort of construction shall be undertaken by the Developer from its own resources which may include customers, borrowings from third parties viz., Scheduled/Commercial Banks and/or NBFC's.
- 7.1.2 The Developer shall have the right to conceive the GHRE Project and shall develop the GHRE Project. The Developer shall have the right to deploy resources to run, operate and monitor the development of GHRE Project. Further, the Developer shall have the right to undertake the construction and development of the GHRE Project in its sole and absolute discretion as per Applicable Laws, Approvals and in terms of this Agreement.
- 7.1.3. The Parties agree that all the development, marketing and sale of the GHRE Project, shall be obtained by the Developer at its own costs and expenses.
- 7.1.4. The Landowner shall execute necessary documents, affidavits, undertakings and power of attorneys as may be required in this regard.
- 7.1.5. The Developer shall engage on its own account Contractors, managers, architects, engineers, supervisors, consultants, staff and workmen for supervision and execution of the construction works and marketing of the GHRE Project and shall run, control, monitor, operate and maintain the GHRE Project either itself or through such third-party agencies.
- 7.1.6. The Developer shall under no circumstances be responsible for the clean title to the Project Land and the Landowner shall for all times, ensure that the title of the Project Land is clean and clear of any Encumbrance except mortgage with GDA.
- 7.1.7. Notwithstanding anything contained in this Agreement, the timelines agreed hereunder in this Agreement shall remain suspended for the period (a) there is any Litigation on the Project Land; or (b) required to obtain the Approvals; or (c) for which Title Risk continues.
- 7.1.8. All sanctions, labour cess, development fee and other costs and expenses in relation to the GHRE Project shall be borne by the Developer.
- 7.1.9. The Developer shall have the right to evaluate, shortlist, negotiate with and appoint all Third-Party Vendors as may be required for the construction and development of the GHRE Project.
- 7.1.10. The Developer shall bear from the Effective Date and till such time the entire GHRE Project is complete and sold, all water and electricity charges payable with respect to construction activity, directly to the concerned authorities on demand.
- 7.1.11. The Developer shall have the right to undertake the entire infrastructure work in relation to the GHRE Project.
- 7.1.12 Any indirect Taxes, charges, impositions, levies, duties, etc., and other government levied Tax that are imposed and/or become payable on the cost of construction and development of the GHRE Project, the same shall be borne by the Developer.

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7.1.13. That all rights of ownership, title and interest of the Landowner's Units / Landowner's Share, pursuant to these presents shall, be exclusively of the Landowner, who shall deal with the same in any manner for its own benefit, with the right of the Landowner to allot and/or book for sale and/or sell any space constituting the Landowner's Units / Landowner's Share Whereby Landowner shall inform the Developer about any such booking, sale and subsequent transfer and Developer shall thereby receive the consideration amount from such prospective buyer(s)/Purchaser(s)/Allottee(s) in the RERA Bank Account and Developer shall further execute in its own name any Builder Buyer Agreements (by whatever name called), Booking Application Form, Allotment Letters, Agreement for Sale, sale deeds, conveyance deeds, leased deeds, sub-lease deeds, Offer of Possession etc or any transfer document in relation to such Landowner's Units and further transfer such proceeds/deposits/monies/consideration amount received for Landowner's unit/share immediately into the Landowner's Bank Account within maximum of 15 days.

ARTICLE 8
COVENANTS, UNDERTAKINGS AND OBLIGATIONS OF THE
LANDOWNER

- 8.1. In lieu of the consideration granted to the Landowner in terms of **Article 4** of this Agreement, the Landowner, at his own cost and expenses, undertakes to fulfill the Responsibilities and Obligations as recorded hereon:
- 8.1.1. Without prejudice to and in addition to the undertakings, covenants and obligations of the Landowner, as contained in this Agreement, the Landowner hereby undertakes and covenants the following:
- (a) not do or have any right to do any act or deed which has the effect of interrupting the progress or completion of the development of the GHRE Project or jeopardize Development rights of the Developer;
 - (b) not enter into any agreement, memorandum of understanding or arrangement with any Person concerning the GHRE Project, Project Land or the Development Rights as granted to the Developer in terms of this Agreement or alienate or in any manner create any Encumbrance on the Project Land.
 - (c) allow the Developer to enjoy the benefits and rights vested in it under this Agreement and/ or by operation of Applicable Law;
 - (d) upon the earlier of (i) completion of the Landowner Units / Landowner's Share and/or (ii) selling Landowner Units/Landowner's Share and/or (iii) after handing over possession of the same to the Landowner, and/or buyers/purchasers of Landowner's Share/Landowner's Units, shall bear and/or its prospective purchaser(s)/buyer(s) shall bear all Taxes, duties, maintenance charges as levied by the Developer over and above – the

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- basic selling price of said Units, municipal Taxes, cess, and expenses of whatsoever nature, payable in respect of total Landowner Units / Landowner's Share;
- (e) ensure that any differences or disputes between the Landowner and/or other third parties shall not affect the development or interfere with the grant of the Development Rights and the rights of the Developer under this Agreement, including the right to construct, develop and implement the GHRE Project, as per terms contemplated in this Agreement;
 - (f) facilitate the Developer in the construction, development, and implementation of the GHRE Project by signing and executing any and all documents, instruments, agreements and authorizations, as may be required under Applicable Laws or by the Developer, to give effect to the transaction contemplated in terms of this Agreement;
 - (g) not create or cause to create any Encumbrance, claim, right, title or interest on or in relation to the Project Land or the GHRE Project or part thereof during the term of this Agreement except mortgage with GDA or any of such thing made/done shall be treated as null and void;
 - (h) not do any act, deed, thing, or matter that may in anyway affect or prejudice any of the rights and entitlements of the Developer under and in terms of this Agreement;
 - (i) other than in favour of the Developer, the Landowner shall not transfer or grant, rights to any entity in relation to the Project Land so as to prejudicially affect the Development Rights of the Developer;
 - (j) not to interfere at any stage with the development of the GHRE Project, subject to the terms of this Agreement;
 - (k) allow the Developer, including its agents, development managers, architects, consultants, Representatives, Contractors, unrestricted, vacant, and peaceful access to and occupation of the Project Land for undertaking, implementing, and developing the GHRE Project;
 - (l) shall not assign, grant, transfer, mortgage, sell, charge, sub-let, deal with, sub-contract, sub-license, encumber or otherwise grant rights in the Project Land and/or the GHRE Project or any part thereof (other than the Landowner Units/Landowner's Share) or over all or any of its rights or all or any of its obligations or liabilities under this Agreement, except with the prior written consent of the Developer. Further, the Landowner agrees that it shall not be entitled, directly or indirectly, to enter into a collaboration arrangement and/ or joint ventures and/ or enter into any other agreement/ understanding/ business arrangement and/ or establish subsidiaries, which in any way, whatsoever, adversely affects the Development Rights of the Developer, as contemplated in terms of this Agreement;

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- (m) refund the IFRSD to the Developer as defined in **Sub-Clause 6.2 of Article 6.**
- (n) indemnify and keep indemnified at all times, the Developer against any and all the losses, arising from or in relation to any dispute, misrepresentation, breach of Warranties, or any other actions by the Landowner, by adversely affecting the ability of the Developer to develop the GHRE Project on the Project Land.
- (o) To keep the recitals of this agreement and all other representations by the Landowner, genuine true and effective at all times in future on execution hereof.
- 8.1.2. The Landowner shall provide quiet, clear, vacant, and peaceful possession of the Project Land to the Developer on the Effective Date, free of any encumbrances and Encroachment except as defined in this Agreement.
- 8.1.3. The Landowner shall not disturb, prevent, or interrupt the construction and development activities carried out by the Developer for the development of the GHRE Project/ Project Land and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- 8.1.4. The Landowner shall, at all times, ensure that there exists no Title Risk on the Project Land and the same is free from all encumbrances (other than any encumbrance created in terms of this Agreement).
- 8.1.5. The Landowner shall provide all cooperation and support to the Developer, at all stages, for undertaking construction and development of the GHRE Project.
- 8.1.6. The Landowner shall keep title and ownership of the Project Land absolutely free, clear and marketable in all respects and shall bear all expenses and costs in respect thereto. It shall be ensured that the title in relation to the Project Land remains in the name of the Landowner.
- 8.1.7. All Taxes and outgoings with respect to the Project Land (save and except external development charges, infrastructure development charges and internal development charges which shall be dealt with in accordance with Article 4 above) shall be solely paid and borne by the Landowner including any retrospective levies or Taxes.
- 8.1.8. The Landowner shall provide necessary documents and assistance to the Developer for the purposes of obtaining the RERA registration for the GHRE Project and other Approvals. The Landowner shall remain liable for the clear and marketable title of the Project Land.
- 8.1.9. The Landowner, hereby, agrees, undertakes, covenants and consent that the Landowner shall be added as Co-Promoter as per RERA, in Real Estate Regulatory Authority for registration of GHRE Project and the Landowner shall allow the Developer to open and solely operate the RERA Bank Accounts to be opened under RERA for the GHRE Project as required under RERA and other Applicable

Laws. The Landowner further undertakes to execute and sign documents required to give effect to the same, on the request by the Developer.

- 8.1.10. **Custody of Documents:** As per the terms hereof, the Landowner has undertaken not to in any manner, sell or transfer or Encumber the Project Land, in any manner whatsoever, at any and all times or the term of this Agreement, until all the Developer Units (and an undivided interest in the underlying Project Land) are duly sold or transferred to vendee(s)/transferee(s) and purchasers of the Developer Units, as per the terms hereof. The original registered conveyance deed and any other original documents related to the Project Land shall be kept by Landowner and under an obligation to present original documents as and when required by Developer. The Landowner shall also be obligated to sign and execute mortgage deeds, loan agreements etc. with the Bank/Financial Institution/Private Investors as recommended by the Developer to procure project finance for completion of the GHRE Project and the Landowner shall also be obliged to handover the above-mentioned original documents to the Bank/Financial Institution/Private Investors providing such credit facility. On the completion of the designated GHRE Project and execution of the sale deed in favour of the prospective vendee(s)/buyer(s)/purchaser(s) for all Units, the Title Deeds in respect of the Project Land shall be dealt with by the Landowner and the Developer mutually in accordance with Applicable Laws.
- 8.1.11. The Landowner shall execute and register simultaneously with the execution of this Agreement, an irrevocable General power of attorney ("GPA") in form as annexed hereto as **Annexure B** in favour of the Developer, *inter alia* granting, authorizing and permitting the Developer to exercise all the Development Rights, and to enable the Developer to execute/ implement the GHRE Project. The GPA shall remain in full force and irrevocable even after the GHRE Project is completed and the sale / transfer/ conveyance / lease / license of all the sellable Units in the GHRE Project to third parties i.e., Prospective Buyer(s)/Purchaser(s)/Allottee(s) herein, is completed by the Developer. It is expressly agreed and understood by the Landowner that in the event any Governmental Authority requires any act, thing or deed, to be done/ preformed on part of the Landowner, for the purpose of giving effect to the transaction contemplated in terms hereof or for the development, construction and completion of the GHRE Project, despite the Landowner having given the power of attorney, the Landowner shall facilitate the Developer in the regard to the aforesaid.
- 8.1.12. The Landowner hereby gives its express consent, permission, and approval to the Developer to borrow or raise any loan (including construction finance) or funds from Banks/financial institutions or non-banking financial companies or a Third Party against the security/mortgage of the Project Land/Development Rights/Developer's Share/Landowner's Share.

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- 8.1.13. In the event it is required by the Banks/financial institutions or non-banking financial companies, the Landowner shall provide no objection certificate for creating a mortgage, equitable or otherwise.
- 8.1.14. The Developer is also authorised under the General Power of Attorney to create Encumbrance on the Project Land/Development Rights/Developer's Share/Landowner's Share in favour of the lenders for obtaining finance facilities as above.
- 8.1.15 Any penalty, interest or charges payable to or claims received from the UPRERA or any other Governmental Authority or any Third Party on account of defect in title of the Project Land or Title Risk, shall be borne and paid solely by the Landowner.
- 8.1.16. That the Landowner shall ensure that the GHRE Project and/or Project Land is not adversely affected due to any act of gross or wilful negligence of the Landowner.
- 8.1.17. The Landowner shall expeditiously settle all Litigations (if any) in relation to the title or ownership with respect to the Project Land as well as all labour and industrial disputes (if any).
- 8.1.18. The Landowner and Developer shall be responsible for their respective Tax liability and charges, impositions, levies, and duties as applicable.
- 8.1.19. All costs and expenses in relation to sale and brokerage of the Landowner's Share shall be solely borne and paid by the Landowner.
- 8.1.20. Stamp duty and registration charges as applicable on the execution of this Agreement shall be paid and borne by the Developer.
- 8.1.21. All rights of ownership, title and interest of the Landowner's Units / Landowner's Share, pursuant to these presents shall, be exclusively of the Landowner, who shall deal with the same in any manner for its own benefit, with the right of the Landowner to allot and/or book for sale and/or sell any space constituting the Landowner's Units / Landowner's Share Whereby Landowner shall inform the Developer about any such booking, sale and subsequent transfer and Developer shall thereby receive the consideration amount from such prospective buyer(s)/Purchaser(s)/Allottee(s) in the RERA Bank Account and Developer shall further execute in its own name any Builder Buyer Agreements (by whatever name called), Booking Application Form, Allotment Letters, Agreement for Sale, sale deeds, conveyance deeds, leased deeds, sub-lease deeds, Offer of Possession etc or any transfer document in relation to such Landowner's Units and further transfer such proceeds/deposits/monies/consideration amount received for Landowner's unit/share immediately into the Landowner's Bank Account within maximum of 15 days.

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ARTICLE 9

RELATIONSHIP BETWEEN PARTIES

- 9.1 The Landowner and Developer being independent commercial legally established entities shall perform their respective obligations arising out of instant Agreement, strictly circumscribed by stipulations contained herein and they would not in any manner or eventuality be regarded or considered as principle or agent of either party. Parties hereto would possess their independent rights, entitlements and accountabilities explicitly contained in this JDA and in no eventuality the same shall traverse to mean/obligated to owe/discharge any responsibility / obligation / accountability in respect of any past and/or future commitment / agreement made by any of the party hereto either before or after the execution of this JDA, without express written consent by the other. Furthermore, this JDA does not confer to either Party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.

ARTICLE 10

RIGHT TO BOOK, ALLOT, SALE, ASSIGN, TRANSFER AND MAINTAIN THE GHRE PROJECT

- 10.1. The Developer shall, at all times hereinafter, have the sole right to market, advertise, sell, transfer and convey the Units comprised in Saleable Area falling in Developer's Share/Developer's Unit in the GHRE Project together with right to sell or convey, proportionate undivided right, share, interest and title in the Project Land to the prospective purchasers/buyers/allottees and shall further execute in its own name any Builder Buyer Agreements (by whatever name called), Booking Application Form, Allotment Letters, Agreement for Sale, sale deeds, conveyance deeds, leased deeds, sub-lease deeds, Offer of Possession etc or any transfer document in relation to such sale and to receive consideration/monies/deposits/proceeds in the RERA Bank Account. Whereas, the Landowner shall be solely responsible for booking and sale of Landowner's Share/Landowner's Unit in the GHRE Project. However, the Landowner shall inform the Developer about any such booking, sale and subsequent transfer of Landowner's unit to prospective buyer(s)/Purchaser(s)/Allottee(s) and Developer upon such intimation shall thereby receive the consideration/monies/deposits/proceeds amount from such prospective buyer(s)/Purchaser(s)/Allottee(s) in the RERA Bank Account and Developer shall further execute in its own name any Builder Buyer Agreements (by whatever name called), Booking Application Form, Allotment Letters, Agreement for Sale, sale deeds, conveyance deeds, leased deeds, sub-lease deeds, Offer of Possession etc or any transfer document in relation to such sale of Landowner's Units and further transfer such consideration/monies/deposits/proceeds amount immediately into the Landowner's Bank Account within maximum of 15 days.

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- 10.2. The Developer or any agency nominated by it shall have the sole right to maintain the GHRE Project and other areas/ facilities as per the provisions of the Applicable Laws and in accordance with the prevailing market practice.
- 10.3. It is explicitly agreed that in case of any conflict with respect to the booking and sale of respective units of developer and landowner and further execution of the transfer documents including Builder Buyer Agreements (by whatever name called), Booking Application Form, Allotment Letters, Agreement for Sale, sale deeds, conveyance deeds, leased deeds, sub-lease deeds, Offer of Possession etc or any transfer document in relation to such sale, mentioned in any Article or Clause or Sub-Clause of this Agreement, **Clause 10.1 of Article 10** shall override and prevail over any such inconsistent Article or Clause or Sub-Clause of this JDA.

ARTICLE 11

RIGHTS AND ENTITLEMENTS OF THE DEVELOPER

- 11.1 The Landowner hereby agrees and undertakes that the Developer shall, be authorized and entitled to:
- (i) To enter upon the Project Land, survey the same, prepare layout and building plans, detailed drawings, etc., for the purpose of commencing, continuing or completing the construction and development of the GHRE Project.
 - (ii) To undertake development of the GHRE Project on the Project Land either itself or through Contractors/ sub-contractors/ agents and to enter into contracts in relation thereto.
 - (iii) To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities in respect of matters relating to grant of licenses, Approvals, sanctions, consents, registrations and renewals/ extensions thereof under Applicable Laws, rules, regulations, license, orders, notifications, for and in respect of the development of the GHRE Project and in particular the following, viz.:
 - a. To apply for, submit and follow up the application for registration of the GHRE Project in its own name as Promoter under RERA and Approvals as may be required from GDA/UPRERA or any other Governmental Authority;
 - b. To submit revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the Developer may desire;
 - c. To apply for and obtain commencement certificate and/or occupation certificate and/or building completion certificate (including part thereof) and any similar certificates or permissions that may be required by the Applicable Laws, issue declarations or undertakings and obtain all necessary permissions, sanctions, Approvals and no-

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- objections certificates from the aforesaid authorities and its department(s);
- d. To appear and represent the Landowner before all concerned authorities and Parties as may be necessary in connection with the proper and effective development of the Project Land/GHRE Project;
 - e. Generally, to do all other acts and matters in connection with or relating to or in respect of the planning, designing, construction, development, completion, marketing and occupation of buildings, structures for development of the Project Land/GHRE Project; and
 - f. To submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Landowner, as required from time to time in connection therewith.
- (iv) To do all such acts, deeds and things as may be required for making the Project Land fit and proper for the purposes of the development of the GHRE Project thereon.
 - (v) To carry out the construction and development of the GHRE Project and to construct, reconstruct, repair, improve upon or otherwise develop the Project Land/GHRE Project.
 - (vi) To commence, carry out and complete and/or cause to be commenced, carried out and/or completed, at its own costs, construction work on the Project Land and every part thereof in accordance with the Approvals, building plans, commencement certificate and specifications and to do all such acts, deeds, matters and things as may be necessary or expedient to ensure compliance with all rules and regulations applicable thereto.
 - (vii) To sign all applications, forms, papers, undertakings, indemnities, authorities, terms and conditions etc., as well as pay all fees, deposits and other amounts under whatsoever head to any such authority and to receive back the same and issue valid receipts and to take and give oral and written statements on behalf of the Landowner before any such authorities or Persons whomsoever, as may be required by the authorities concerned from time to time with respect to the Project Land/GHRE Project.
 - (viii) To appoint architects, surveyors and appoint all other consultants from time to time, as may be found necessary to carry out and/or implement any of the provisions herein contained and to substitute them or any of them and to execute appropriate writings in their favour authorizing them and/or delegating to them authority to obtain all necessary sanctions, Approvals, licenses, no-objections and permissions for the construction and development of the Project Land/GHRE Project.
 - (ix) To deal with and correspond with and make necessary applications to the concerned electric and water and other authorities and/or officers for obtaining connections for electricity and water supply for the GHRE

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Project/ Project Land and to obtain necessary orders in pursuance thereof and to do or caused to be done all necessary acts for laying the water lines, sewerage lines, drainage lines and telephone and electric cables, to carry out the internal lay out for the development of the GHRE Project/ Project Land and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.

- (x) To attend to, to manage, look after, watch, examine and take care of the GHRE Project/ Project Land or any part or portion thereof regularly at all reasonable time 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 already existing and/or being made hereafter and/or erected or constructed by any Person or Persons or body on the GHRE Project/ 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.
- (xi) To apply for and obtain and receive refund of moneys paid by the Developer with respect to the Project Land in the name of the Landowner and/or deposit or which may be deposited with the relevant authorities/corporation and to sign receipt for the purpose.
- (xii) To do all marketing, publicity and advertising activities and make advance bookings and to allot the areas/Units/spaces in the GHRE Project forming as it may deem fit and proper.
- (xiii) To obtain funding/loan facilities from any Person for and to create charge over the Project Land, Development Rights and/or the Developer's Share and to execute necessary documents, deeds and undertakings in this regard including mortgage deed or memorandum of entry etc., to appear before the office of concerned sub registrar and represent the Landowner to get the said documents registered for creating charge over the same for such funding/loans.
- (xiv) To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the areas/Units/spaces in the GHRE Project, the entire allotment consideration, sale consideration, charges or price as aforesaid and appropriate the same (except Landowner's Share) and also to receive and collect or demand the maintenance charges from the occupants and to sign and execute and/or give proper and lawful discharge for the receipts.
- (xv) To execute from time to time all the agreements/ deeds/ documents on and in any other manner in respect of the areas/Units/spaces/ in the GHRE

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Project and also to execute and sign Builder Buyer Agreements (by whatever name called),

Booking Application Form, Allotment Letters, Agreement for Sale, sale deeds, conveyance deeds, leased deeds, sub-lease deeds, Offer of Possession etc or any transfer document in relation to such sale for the areas/Units/spaces in the GHRE Project in favour of prospective allottee(s)/ transferees, as the Developer may deem fit.

- (xvi) To manage and maintain the Project / Project Land and/or areas/Units/spaces in the GHRE Project either on its own or through any maintenance agency and to fix such maintenance charges as may be deemed expedient by the Developer or the maintenance agency as per the prevailing market practices.
- (xvii) To sell, transfer and dispose off the areas/Units/spaces in the GHRE Project (excluding the Landowner's Share) together with proportionate undivided right, share, interest and title in the Project Land as it may deem fit and proper.
- (xviii) To execute and sign sale, allotment conveyance, transfer deeds/ agreements for sale, conveyance and/or transfer of the areas/Units/spaces in the GHRE Project together with proportionate undivided right, share, interest and title in the Project Land in favour of prospective allottee(s)/ transferees, as the Developer may deem fit.
- (xix) To appear before the concerned registrar or sub-registrar as may be considered proper either by law or by practice or as deemed expedient by the Developer for the execution, stamping and/or registration of all writings/deeds/documents for registration of sale/lease/transfer/mortgage, as the case may be, of the areas/Units/spaces in the GHRE Project in favour of the prospective allottee(s)/ transferees and to admit execution of any deeds, assurances, conveyances or other instruments referred hereinabove.
- (xx) To give formal/physical possession of the areas/Units/spaces in the Project Land to the prospective allottee(s)/ transferee(s).
- (xxi) If required, to take all necessary steps for the registration of a company, society, association, etc., of the allottees/purchasers/buyers and other occupants of areas/Units/spaces in the GHRE Project, registered under the applicable law and for that purpose to sign and execute all necessary forms, applications, papers and writings before the concerned authorities and to do all other acts, deeds, matters and things necessary for registration of the company/ society/ association and to obtain registration certificate.

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- (xxii) With effect from the Effective Date hereof, to bear and pay all Taxes, cess, charges, levies and any other outgoings payable for the Project Land in pursuance of this Agreement.
- (xxiii) To make payments of any fees/charges on behalf of the Landowner for obtaining any Approval.
- (xxiv) To evict the tenant/ unauthorized occupant/ trespasser on the Project Land, to initiate and file suits or any legal proceedings in court/ tribunal of competent jurisdiction, appoint any pleader/ advocate, compromise and withdraw any proceeding/ cases and to do all acts which may be required in respect thereto in terms of Applicable Laws.
- (xxv) To sign, verify, file, present, defend and pursue all kinds of suits, writs, applications, affidavits, claims, etc., in respect of the Project Land in all the courts, civil, revenue or criminal, and before any and all authorities, tribunals including arbitral tribunal, government offices/ departments including Tax authorities, statutory authorities/ corporations and all other bodies/ authorities.
- (xxvi) To appear and act either personally or through its agent or authorized officers before all authorities, courts, tribunals, offices of the government/ semi government/ local bodies and/or any other statutory bodies for and in connection with the above purposes.
- (xxvii) To sign, verify and execute plaints, written statements, counter-claims, appeals, reviews, applications, affidavits, authorities and papers of every description that may be necessary to be signed, verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever (including action against the tenants/occupants) in any court of law or equity whether of original, appellate, testamentary or revisional jurisdiction or judicial authority established by lawful authority and to do all acts and appearances and applications in any such court or courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend, answer or oppose the same or suffer judgments or decrees given, taken or pronounced in any such suits, actions, appeals, proceedings and to execute decrees as the Developer shall be advised or thinks proper arising out of or in relation to the construction, development, sales and marketing of the GHRE Project.
- (xxviii) To enjoy all rights, privileges and benefits to the GHRE Project and the Units in the GHRE Project, including the right to generate, receive use and appropriate revenue generated out of the sale of the Units in accordance with the terms of this Agreement.
- (xxix) To undertake such other activities as may be required for the development of the GHRE Project and the Project Land.

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- 11.2. The Landowner and the Developer hereby agrees that the aforesaid rights and entitlements of the Developer cannot be terminated or cancelled and are irrevocable.
- 11.3. The Developer is entitled to borrow or raise any loan or funds from Banks/financial institutions or non-banking financial companies or a Third Party for the GHRE Project against the security of the Project Land, the Development Rights and the Developer's Share and Landowner's Share towards the GHRE Project ("**Funding**"). The cost for raising the said Funding shall be borne by the Developer including the personal guarantee if any required would be provided by the Developer. The Landowner shall not provide any guarantee or have any liability/responsibility/obligation for the borrowings availed by the Developer, except the signing of documents as confirming party or mortgagor, if required.
- 11.4. Subject to terms of this Agreement, it is clarified that the Landowner has given its express approval under this Agreement and General Power of Attorney to the Developer, to raise finance by creating Encumbrance over the Project Land, the Development Rights and Developer's Share and Landowner's Share. For the said purpose, the Landowner agrees to sign or register any document, at the cost, risk and expenses of the Developer, and provide no objection certificate or Title Deeds as may be required by the Developer for creating a mortgage, equitable or otherwise.
- 11.5. The Developer is authorised under the General Power of Attorney to hand over the Title Deeds of the Project Land for creating equitable mortgage thereon in favor of the lenders for obtaining funding facilities as above.

ARTICLE 12

BRANDING OF THE PROJECT

- 12.1. The Developer shall brand the GHRE Project in such name as deemed appropriate by it in sole and absolute discretion of the Developer.
- 12.2. All customers related documentation with respect to the Saleable Area shall be prepared / drafted by the Developer. The Developer shall be entitled to sign / execute / issue the same for itself and on behalf of the Landowner (deriving authorizations from the General Power of Attorney) or require the Landowner to directly execute the same, at the option of the Developer.

ARTICLE 13

GHRE PROJECT COMPLETION PERIOD

Subject to Force Majeure conditions, the Developer is to complete the construction of the GHRE Project ("**Completion**") within 5 (years) from the date of registration of the GHRE Project under RERA, subject to a further extended grace period of 24 (Twenty- Four) months ("**Completion Timeline**"). The Parties may mutually agree to extend the Completion Timeline, in writing. For this purpose, Completion means the date on which the Developer applies for obtaining the occupancy certificate for the GHRE Project.

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ARTICLE 14

REPRESENTATIONS AND WARRANTIES

14.1. The Landowner hereby represents and warrants as follows:

- (i) Landowner has full power and authority to execute and deliver this Agreement.
- (ii) Landowner is the lawful owner and in vacant, peaceful, and physical possession of the Project Land, with all rights appurtenant thereto.
- (iii) The Project Land is clear from all defects in title/ ownership. The Landowner has the clear, unfettered, undisputed and marketable title of the Project Land.
- (iv) The Project Land is free from all encroachments and the encumbrances and presently there are no existing mortgage over the Project Land in favour of any Person or entity.
- (v) The Landowner has represented to the Developer that as of the Effective Date there are no subsisting collaboration or development agreements with respect to the Project Land and the Development Rights of the Project Land shall solely and exclusively belong to the Developer.
- (vi) The Project Land is not a subject matter of a trust or HUF. No Minor has any interest or title in the Project Land.
- (vii) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land.
- (viii) The Landowner is in peaceful possession and enjoyment of the Project Land and that there are no tenants, occupants, or squatters on the Project Land.
- (ix) No other Person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Project Land and the Landowner is absolutely entitled to deal with the Project Land as it deems fit.
- (x) The Landowner has not entered into any agreement(s) for sale, lease 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 have they 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 howsoever.
- (xi) There are no prohibitions against the Landowner from entering into this Development Agreement under any other agreement and / or under any act or law for the time being in force and are not prevented from performing obligations under this Agreement. There are no other rights created in favour of any person, apart from those created hereunder in

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favour of the Developer, in relation to the Project Land and/or power of attorneys executed hereunder.

- (xii) The Project Land or any part thereof is not subject to any acquisition/requisition and there are no acquisition/requisition proceedings pending or threatened. Further, the Project Land is not subject to any attachment by the Income Tax Authorities or any other Government Authority or lender or creditor or other Person, including any revenue authority.
- (xiii) 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 Landowner is not in receipt of any notice relating to any investigation or enquiry, nor have they 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.
- (xiv) There are no Litigations, actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Landowner 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 Landowner to perform its obligations under this Agreement.
- (xv) The Landowner shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any Third Party whatsoever, for the development of the Project Land (or any part thereof); and (iii) negotiate or discuss with any Person or entity the financing, transfer, mortgage of the Project Land (or any part thereof).
- (xvi) There is no boundary dispute of the Landowner with any Person or any Governmental Authority with respect to any adjoining properties in relation to the Project Land.
- (xvii) The Landowner is fully competent to sign, deliver and perform this Agreement without having recourse to any other Person(s) and no consent permission, sanction or approval of any Third Party is required for this purpose.
- (xviii) That no consent or governmental approval is required on the part of Landowner in connection with the execution, delivery and performance of this Agreement to which it is a party, the compliance by it with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby.

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- (xix) The signature, delivery and performance of this Agreement does not violate any provisions of Applicable Laws, judicial order or judgment.
- (xx) The Landowner is not precluded or restricted by the terms of any contract, agreement or other instrument from entering into this Agreement and executing the documents and agreements provided for herein or the consummation of the transactions contemplated hereby.
- (xxi) The Project Land is freehold and contiguous pieces of land having an independent access from the main government road.
- (xxii) There are no high/low tension electrical lines passing through or over the Project Land.
- (xxiii) There is no land required to be handed over to the Government, Government Authorities, municipal-corporation, other civic bodies for roads or amenity spaces.
- (xxiv) The Project Land is freehold and contiguous pieces of land which is earmarked for residential and commercial use.
- (xxv) There is no land locked within the Project Land over which any Third Party has any rights, whether of ownership or otherwise.
- (xxvi) There are no prohibitory, statutory or restrictive orders of any nature which would restrict the Developer from entering into this Agreement and alienating the Project Land.
- (xxvii) There are no religious structures (i.e. temples, dargahs, mosques etc.) tomb, burial ground and/or cremation structure on the Project Land and there is no burial ground and/or cremation structure in the vicinity of 100 meters of the Project Land.
- (xxviii) The Landowner has disclosed all material facts affecting the title and/or otherwise in respect of the Project Land to the Developer
- (xxix) That this Agreement has been drafted by mutual consultation and agreement of the Parties and hence, any rule of statutory interpretation or construction interpreting agreements against a party primarily responsible for drafting an agreement shall not be applicable to this Agreement.
- (xxx) The Project Land or any part thereof is not affected by any notice of acquisition or requisition, and there are no claims from any Governmental Authority or otherwise received by it, with respect to the Project Land nor are there any proceedings pending or initiated against the Landowner under the provisions of Income Tax Act, 1961, the Insolvency & Bankruptcy Code' 2016 and any other Act; which may adversely affect the Project Land or performance under this Agreement. There are no parcels of land within the Project Land over which any Government or Government Authorities or any other local authorities have any rights.
- (xxxi) The Landowner is not in default or aware of any circumstances that may result in it being in default, under any agreement, where a consequence of

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such default could negatively affect or impair its title to the Project Land or grant of Development Rights to the Developer as contemplated in this Agreement.

- (xxxii) The Landowner has not entered into any agreements, understandings (whether written, oral or otherwise) and/or in relation to any obligations entered into and undertaken by it, in connection with the Project Land and/or the transactions contemplated herein, or any agreement for sale, estate contract, agreement to sell, development agreements, collaboration agreements, construction contract, or other similar or analogous agreements or arrangements for alienation in any manner, whatsoever, in relation to the Project Land or any other arrangement for development on the Project Land where under any Person has a contractual right or obligation or commitment to acquire an estate or interest in the Project Land, or which may hinder the consummation of the transactions contemplated hereunder or defeat the purpose of this Agreement, nor has it issued any power of attorney or any other authority, oral or otherwise empowering any other Person to deal with the Project Land in any manner, howsoever, save and except the General Power of Attorney.
- (xxxiii) The Landowner is in compliance with all the provisions of the Applicable Law, and other statutory provisions in relation to the Project Land. The Landowner has not received any notice for any act, matter or thing, which constitutes a breach of any orders, regulations and bye-laws (statutory or otherwise) made by any Governmental Authorities, from time to time, in respect of the Project Land; nor are there any facts or circumstances, or any act done by it, which can reasonably be expected to result in any Governmental Authorities issuing a notice to it in relation to the above.
- (xxxiv) There are no legal impediments or restrictions for grant of Development Rights of the Project Land to the Developer in the manner contemplated hereby.
- (xxxv) The Landowner shall ensure that each of the representation contained in the preceding sub- clauses shall remain true complete and effective throughout the development of the Project Land by the Developer in the manner contemplated in this Agreement.
- (xxxvi) There is no dispute in relation to the Project Land and any dispute in future shall not affect the Development Rights transferred to the Developer hereunder or any other rights of the Developer under this Agreement in any manner whatsoever.
- (xxxvii) There is no Government land within the Project Land and the Project Land was never and is not subject matter of any acquisition/reservation proceedings initiated by any Governmental Authorities.
- (xxxviii) The Landowner shall ensure that each of the representation contained in the recitals of this agreement, preceding sub- clauses shall remain true,

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valid, complete and effective throughout the development, sale/ transfer / lease / license of the entire Developer Units / Developer's Share by the Developer.

- (xxxix) All representations and warranties and covenants of the Parties in this Agreement shall survive this Agreement and expire only upon expiry of the relevant limitation period under the Indian law applicable to such representation and warranty and covenants

The representations made under this Agreement are factually correct and the Landowner fully understands that the Developer has entered into this Agreement relying upon these abovementioned representations.

14.2 The Landowner and the Developer hereby represent and warrant to each other that:

- (i) Each Party has full power, authority, legal right and capacity to enter into and perform their 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 them, in accordance with its respective terms.
- (ii) Each Party to co-operate with each other and exercise their rights and do everything within their powers, to ensure that the spirit and intent of this Agreement are given full effect to achieve the purposes of the Agreement
- (iii) 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 legal heirs, agents, Representatives, officers, employees or advisers.
- (iv) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.
- (v) 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.
- (vi) Each Party to transfer the title to the Prospective Buyer(s) of the Unit(s) in the GHRE Project and to execute and register the valid Sale Deed/Conveyance Deed/Transfer Deed in respect thereof, in the manner as provided in **Article 10** above.
- (vii) 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

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Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

ARTICLE 15 INDEMNIFICATION

15.1 The Landowner (“**Indemnifying Party**”) hereby agrees to indemnify and hold harmless the Developer, its officers, employees, shareholders, directors and affiliates (“**Indemnified Party**”) from actual losses, liabilities, claims, costs, charges, actions, proceedings, Third Party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys’ and accountants’ fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following:

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

- (i) any wilful act of omission or commission, breach, misrepresentation, misconduct or negligence by the Indemnifying Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.

15.2. The Landowner shall indemnify and hold harmless the Developer, its officers, employees, shareholders, directors and affiliates from actual losses, liabilities, claims, costs, charges, actions, proceedings, Third Party claims, damages, including but not limited to,

- (i) 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 defect in the title of the Landowner to the Project Land
- (ii) Any Litigations/claims in relation to the Project Land.
- (iii) Any other charges, duties, levies outstanding and payable in relation to the Project Land.
- (iv) Any Litigations unrelated to the construction and development of the GHRE Project but which adversely affects the Development Rights of the Developer.
- (v) Any Title Risk or Litigation arising or touching the title of the Project Land.
- (vi) Any liability, claim or penalty that may arise out of the non-payment of/deficiency in stamp duty related to the title documents, including the Title Deeds, and/or other documents executed in relation to the title of the Project Land.
- (vii) Any Tax liability of the Landowner whether pertaining to direct or indirect Taxes which may have an impact on the title and/or possession of the Project Land.
- (viii) Any breach of the terms of the Agreement and/or the General Power of Attorney.
- (ix) Any occurrence of Title Risk.

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- (x) Any representation or warranty of the Landowner being false or untrue.
- 15.3. The development of the GHRE Project being the sole responsibility of the Developer, the Developer ("**Indemnifying Party**") shall be liable to indemnify and hold harmless the Landowner ("**Indemnified Party**") from and against actual and direct losses, liabilities, claims, costs, charges, actions, proceedings or Third Party claims (**including claims by Allottees**), damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen against the Landowner due to any non-compliance of relevant statutes, laws, bye-laws including labour laws by the Developer in the course of development of the GHRE Project. Further, the Developer alone shall be responsible and liable for payment of all dues to its workers/ employees/Contractors and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, etc., and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or Third Party. All such claims and demands shall be settled and cleared by the Developer only and no liability on this account shall fall on Landowner.
- 15.4. The indemnification rights of the Developer under this Agreement are independent of and in addition to other rights and remedies available under Applicable Law or equity.

ARTICLE 16

DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

Amicable Settlement: In case of any dispute, controversy or claim arising out of, or in connection with the existence, validity, interpretation, performance of this Agreement ("**Dispute**"), the Parties shall attempt to first resolve such dispute or claim through amicable discussions.

16.2. Arbitration:

- 16.2.1. Any Dispute which is not resolved amicably shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and rules made thereunder.
- 16.2.2. The arbitration shall be conducted by the sole arbitrator to be jointly appointed by the Parties.
- 16.2.3. The language of the arbitration shall be English. The venue and seat of the arbitration shall be Ghaziabad, Uttar Pradesh, India.
- 16.2.4. The Parties irrevocably agree to be bound by the tribunal's findings, including findings of law.

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

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ARTICLE 17

MISCELLANEOUS PROVISIONS

- 17.1. **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.
- 17.2. **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.
- 17.3. **Taxes:** Each Party hereto shall pay and discharge their respective Tax liabilities under the Income Tax Act, 1961 and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.
- 17.4. **Costs, Stamp Duty & Registration:** The Parties shall get this Agreement and General Power of Attorney registered. The cost of registration and stamp duty payable thereon shall be paid and borne and paid by the Developer. However, non-registration of the Agreement or General Power of Attorney shall not affect or take away rights or obligations of the Parties as agreed hereunder.
- 17.5. **Notice:** All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the Parties shall be addressed as follows:

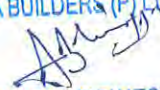
To Landowner:

Attention : The Director
Address : C-168, Ramprastha Colony, Ghaziabad
Email : vinodyadav@ramprastha.in

To Developer:

Attention : Mr. Nohar Yadav
Address : 81, First Floor, Poorvi Marg, Vasant Vihar, New Delhi-110057
Email : nohar@rhomes.co.in

- 17.6. **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

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PARTY

or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

17.7 Force Majeure: Notwithstanding anything contained in this Agreement, the time limits provided in this Agreement for the Developer shall not apply in case of Force Majeure Events i.e., events which are beyond the control of the Developer and the said time limits shall be extended by the period of the said Force Majeure Events. For the purposes of this Agreement, the Force Majeure Events means and includes without limitation:

- i. Fire, flood, lightning, storm, typhoon, tornado, earthquake, landslide, subsidence, washout or epidemic, virus outbreak, lockdown, travel restrictions in relation to such lockdown, quarantine restrictions or other similar acts of God;
- ii. War (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of public enemies, terrorism or civil disturbance;
- iii. strikes, shortfall of raw material for building construction, unnatural increment of prices of building materials, industrial disputes and/or lockouts, directly or indirectly affecting the GHRE Project construction and/or interrupting supplies and services to the GHRE Project for a continuous period of 10 (ten) days in a year, for reasons not attributable to the affected Party and not caused by workers of the Developer and/or its Contractors/sub-contractors;
- iv. change in governmental policy, Laws, or regulations directly or indirectly affecting the GHRE Project, including but not limited to expropriation or compulsory acquisition by any Government Authority of any GHRE Project assets or rights, other than for reasons attributable to the affected Party; and
- v. any judgment or order of any court of competent jurisdiction or statutory authority in India having the effect of stopping development activity on the Project Land and not resulting from any act of omission or commission of the Developer.
- vi. Delay in sanction of building plans, delay in Approvals, delay or denial in sanction and disbursement of loan/finance by Banks/Financial institutions/NBFC for construction and completion of the said Project or delay or denial in sanction of home /commercial loan allocations for Prospective Buyers/customers by Banks /Financial institutions/ NBFC,

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For RHOMES MIRAABILIS LLP


PARTNER

delay or non-payment by buyers/ customers in the GHRE Project due to issues of title & reservations on said land.

- vii. Any stopping of work over the site beyond 30 days shall be intimated by the developer to the landowner.
- viii. Compensation for unnecessary delay and delay beyond the scope of occupancy date time frame of RERA shall be compensated.
- ix. any other event or circumstance analogous to the foregoing.

17.8. **Assignment:** This Agreement shall be binding on the Parties and their respective successors. The Developer shall be entitled to assign any of their rights, title and/or obligations under this Agreement to any other Third Party or entity, without prior approval of the Landowner and the Landowner (on written request of Developer) shall be obligated to execute deeds/agreement's/documents etc. to effectuate the same. The Landowner shall not be entitled to assign its rights and obligation under this Agreement to any third party without prior written consent of the Developer.

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

17.10. **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.

17.11. **Amendment:** 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.

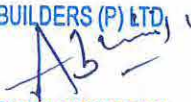
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

FOR RAMPRASTHA BUILDERS (P) LTD.

AUTHORISED SIGNATORY

For RHOMES MIRAABILIS LLP

PARTNER

FOR RAMPRASTHA BUILDERS (P) LTD.

AUTHORISED SIGNATORY

For RHOMES MIRAABILIS LLP

PARTNER

WITNESSES:

1. VIRENDER S/O ANEKPAL R/O
H.N-13 MANSAROWER PARK SHAHPUR
BAMETA GZB



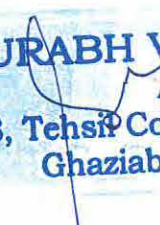

SAURABH VERMA
Advocate
L-18, Tehsil Compound,
Ghaziabad

2. ADITYA VERMA S/O VIRENDER KUMAR
R/O 54 CHANDERPURI GZB




SAURABH VERMA
Advocate
L-18, Tehsil Compound,
Ghaziabad

DRAFTED BY - SAURABH VERMA (ADVOCATE) TEHSIL COMPOUND
GHAZIABAD


SAURABH VERMA
Advocate
L-18, Tehsil Compound,
Ghaziabad

आवेदन सं०: 202500739024043

बही संख्या 1 जिल्द संख्या 22469 के पृष्ठ 363 से 486 तक क्रमांक 3381 पर दिनांक
25/03/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखराम सिंह

उप निबंधक : सदर द्वितीय

गाजियाबाद

25/03/2025

प्रिंट करें



SAURABH
Advocate
P-18, Telling
Ghaziabad



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE DESIGNATED PARTNER (M/S RHOMES MIRAABILIS LLP) IN ITS MEETING HELD AT 81, 1ST FLOOR, POORVI MARG, VASANT VIHAR, NEW DELHI, DELHI, 110057 ON (18/10/2024).

Mr. Nohar informed the board of partners of the firm that there is a proposal to enter into a Joint Development Agreement with **M/s Ramprastha Builders Private Limited** for the development of a Group Housing Project on the land parcel measuring 24081 Sq. Mtrs. Of Land in Village Makanpur, Ghaziabad detailed as per **Schedule 1**, M/S Ramprastha Builders Private Limited, who are the owner of the said project land has offered to our firm to develop the project on the said land.

After Discussion, the following Resolution has been passed unanimously.

RESOLVED THAT consent of the partners be and is hereby accorded to enter into a Joint Development Agreement (draft of which was placed for consideration and approval) with **M/s Ramprastha Builders Private Limited** a (hereinafter referred to as "**Land Owner**") for the development of above Group Housing Project.

"RESOLVED FURTHER THAT Nohar Yadav (Authorized Signatory) of the Firm be and is hereby authorized to negotiate and finalize the terms and conditions of the Joint Development Agreement. He is further authorized to execute any document on behalf of the firm for registration of the Joint Development Agreement with **M/s Ramprastha Builders Private Limited** in the office of the Sub-Registrar, Ghaziabad and further to sign, execute the necessary documents, GPA etc, and to do all such acts as are necessary for the said purpose in this regard."

Specimen Signature Nohar Yadav : _____

"RESOLVED FURTHER THAT all acts done by the above-named Authorized Signatory of the Firm on behalf of the firm for above-said acts shall be deemed to have been done by the firm and the firm shall be bound by the same."

CERTIFIED TRUE COPY
Rhodes Miraabilis LLP

(Designated Partner)
[Amit Yadav]

RHOMES MIRAABILIS LLP

Regd. Off. : 81, First Floor, Poorvi Marg,
Vasant Vihar, New Delhi-110057

www.rhomes.in

LLP IDENTIFICATION NO. : ACJ-9259



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF RAMPRASTHA BUILDERS PRIVATE LIMITED HELD ON 18 OCTOBER 2024 AT ITS REGISTERED OFFICE AT 81, FIRST FLOOR, POORVI MARG, VASANT VIHAR, NEW DELHI 110057.

The Chairman informed the Board that the Company is owning land admeasuring 24081.00 Sq. Mtrs., situated at MakanPur, Ramprastha Green Vaishali, Dist Ghaziabad, U.P.

The Chairman also informed that the company wants to enter into Joint Development Agreement with **M/s Rhomes Miraabilis LLP** (hereinafter referred to as "**Developers**") for development of Group Housing Project on the land parcel attached as **SCHEDULE-1**, who are engaged in the business of construction and development of real estate projects, which include, *inter alia*, operation, marketing, management, planning, leases and sales of residential and/ or commercial projects and such other activities, as may be required for undertaking such projects.

After Discussion, the following Resolution has been passed unanimously.

RESOLVED THAT consent of the company be and is hereby accorded to enter into a Joint Development Agreement (which placed for consideration and approval) with **M/s Rhomes Miraabilis LLP** (hereinafter referred to as "**Developers**") for the development of Group Housing Project, authorizing the Developer for the development of the Project."

"RESOLVED FURTHER THAT Abhishek Verma (Authorized Signatory) of the Company be and is hereby authorized to negotiate and finalize the terms and conditions of the Joint Development Agreement, to enter into General Power of Attorney and to sign, execute and register the Joint Development Agreement and GPA with the office of concerned Sub-Registrar office and also to sign and execute all documents/papers and to do all such acts as are necessary for the said purpose in this regard."

Specimen Signature Abhishek Verma:

"RESOLVED FURTHER THAT all acts done by the above-named Authorized Signatory of the Company on behalf of the company for above-said acts shall be deemed to have been done by the company and the company shall be bound by the same."

CERTIFIED TRUE COPY
Ramprastha Builders Private Limited

(Chairman)
[Anju Yadav]

Ramprastha Builders Pvt. Ltd.

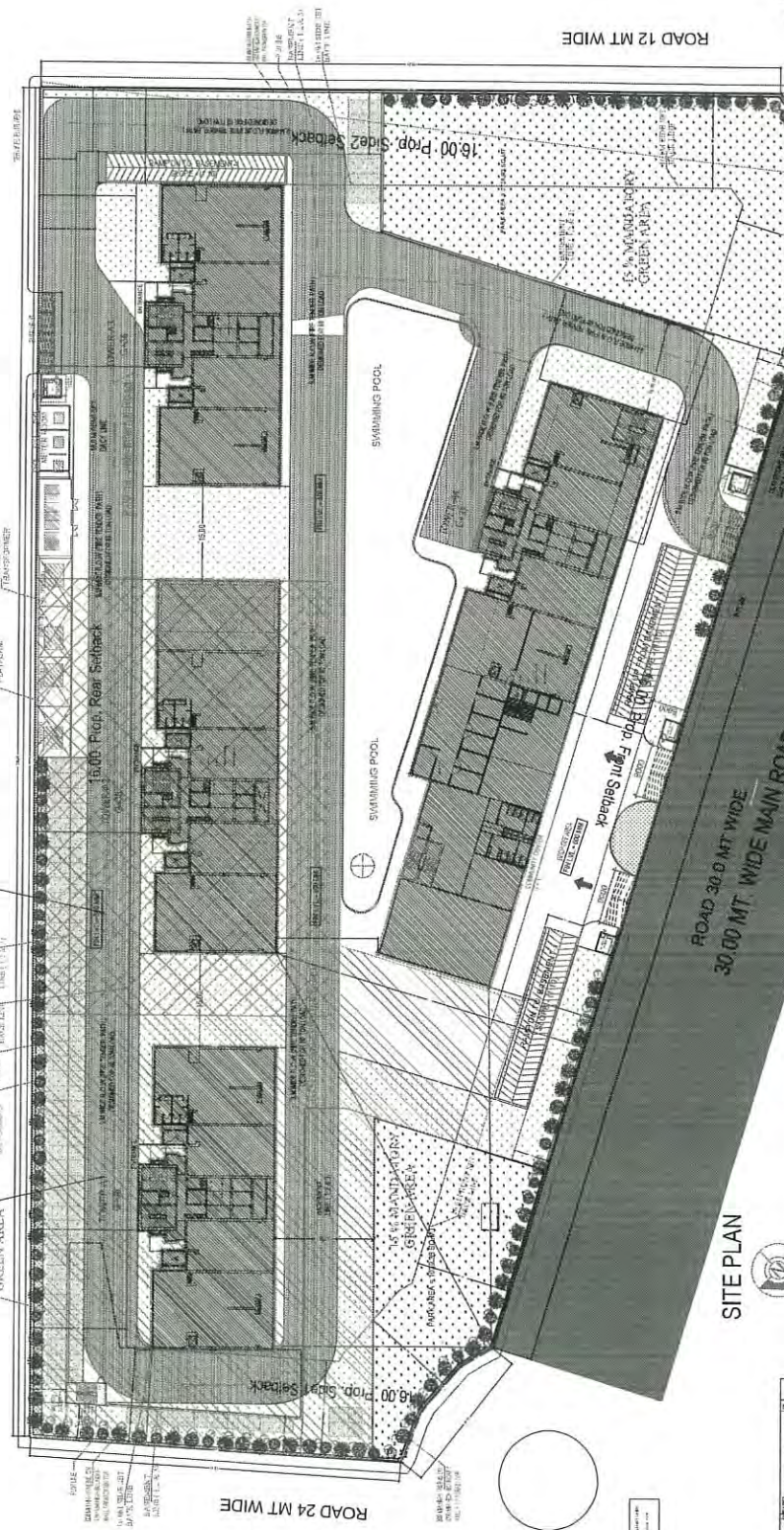
Marketing Office : C-168, Ramprastha Colony, Ghaziabad-201011, Ph.: 0120-4778444, Fax: 0120-4104841
Regd. Office : 81, First Floor, Poorvi Marg, Vasant Vihar, New Delhi-110057, Ph.: 011-26141370. Website: www.ramprastha.in
CIN No. : U74899DL1980PTC010399

PROPOSED GROUP HOUSING (PROJECT NAME - MIRABILIS) AT KHASRA NO - 221 M (PART), 222 M (PART), 224 M (PART), 224 M (PART), 302 M, 303 M, 304 (PART), 307 (PART), VILLAGE - MAYANPUR DIST. - GHAZIABAD (U.P.) FOR M/S RAMPRASTHA BUILDERS PVT. LTD.

4817.00 SQMT MORTGAGE
LAND FOR IDC

3510.00 SQMT MORTGAGE LAND
FOR PURCHASABLE F.A.R.

ROAD 18.0 MT WIDE



SITE PLAN

Sl. No.	Particulars	Area (Sq. Mts.)	Remarks
1	Plot Area	10000.00	
2	Area under Building	4817.00	
3	Area under Swimming Pool	1000.00	
4	Area under Road	1000.00	
5	Area under Green Space	1000.00	
6	Area under Setback	1000.00	
7	Area under Other	1000.00	
8	Total Area	10000.00	

Sl. No.	Particulars	Area (Sq. Mts.)	Remarks
1	Plot Area	10000.00	
2	Area under Building	4817.00	
3	Area under Swimming Pool	1000.00	
4	Area under Road	1000.00	
5	Area under Green Space	1000.00	
6	Area under Setback	1000.00	
7	Area under Other	1000.00	
8	Total Area	10000.00	



SAURA

KEY PLAN
N.T.S

Sl. No.	Particulars	Area (Sq. Mts.)	Remarks
1	Plot Area	10000.00	
2	Area under Building	4817.00	
3	Area under Swimming Pool	1000.00	
4	Area under Road	1000.00	
5	Area under Green Space	1000.00	
6	Area under Setback	1000.00	
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6	Area under Setback	1000.00	
7	Area under Other	1000.00	
8	Total Area	10000.00	

FOR RAMPRASTHA BUILDERS (P) LTD.

AUTHORISED SIGNATORY

For RHOMES MIRABILIS LLP

PARTNER

Note: 1) This drawing is prepared for the purpose of obtaining the plan sanction. 2) No other use is intended for this drawing without the written permission of the architect.

For RHOMES MIRABILIS LLP

SCHEDULE I

Details of the Project Land in Village Makanpur, Ghaziabad

S.No	Khasra No	Khata No	Area (In Square Meters)
1.	224M	00 435	3580
2.	224M	00 435	579
3.	224M	00 423	670
4.	304M	00 423	2550
5.	303M	00 435	1500
6.	303M	00 146	2040
7.	302M	00 435	3644
8.	302M	00 146	26
9.	223M	00 387	3272
10.	307M	00 546	4870
11.	221M	00 415	510
12.	222M	00 425	840
	Total		24081

FOR RAMPRASTHA BUILDERS (P) LTD.

AUTHORISED SIGNATORY

For RHOMES MIRAABILIS LLP

PARTNER