# INDIA NON JUDICIAL

## Government of Uttar Pradesh

IN-UP23320532501821X

e-Stamp

Deepak Chawla ACC: UP14015604
Sector 33, Noida Mob:- 9818184675
License No. 185, G.B. Nagar

| | | |
|---|---|---|
| Certificate No. | : | IN-UP23320532501821X |
| Certificate Issued Date | : | 05-Jul-2025 12:46 PM |
| Account Reference | : | NEWIMPACC (SV)/ up14015604/ GAUTAMBUDDH NAGAR 1/ UP-GBN |
| Unique Doc. Reference | : | SUBIN-UPUP14015604442723164828 58X |
| Purchased by | : | PARMESH CONSTRUCTION COMPANY LIMITED |
| Description of Document | : | Article 5 Agreement or Memorandum of an agreement |
| Property Description | : | PLOT NO-01, SECTOR TECHZONE-07, GREATER NOIDA G.B. NAGAR |
| Consideration Price (Rs.) | : | |
| First Party | : | YASHODA SUPER SPECIALITY HOSPITALS PRIVATE LIMITED |
| Second Party | : | PARMESH CONSTRUCTION COMPANY LIMITED |
| Stamp Duty Paid By | : | PARMESH CONSTRUCTION COMPANY LIMITED |
| Stamp Duty Amount(Rs.) | : | 5,00,00,000 (Five Crore only) |

CERTIFICATE LOCKED

Sunny Chawla
(Advocate)
Gautam Buddh Nagar
UP F 08492 / 13

सत्यमेव जयते

Please write or type below this line

YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.

Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign./Director

QE 0028304745

**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. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

PARMESH CONSTRUCTION COMPANY LIMITED PARMESH CONSTRUCTION COMPANY LIMITED PARMESH CONSTRUCTION COMPANY LIMITED PARMESH CONSTRUCTION COMPANY LIMITED PARMESH CONSTRUCTION COMPANY LIMITED

उप रजिस्ट्रार सदर जिला गौतमबुद्धनगर
उत्तर प्रदेश

# JOINT DEVELOPMENT AGREEMENT

Sunny Chawla
(Advocate)
Gautam Budh Nagar
UP F 08492 / 13

Sunny Chawla
(Advocate)
Gautam Budh Nagar
UP F 08492 / 13

| Authority Allotment rate calculation for IT Park | | |
|---|---|---|
| Plot Size 41390.13 sq.mt. (PLOT NO -01, SECTOR TECHZONE-07, GREATER NOIDA G.B. NAGAR (UP)) | | |
| Area in Sq Mtrs. | Rate in Sq Mtrs. | Total |
| 5000 | 23668 | 118340000 |
| 20000 | 21969 | 439380000 |
| 16390.13 | 19627 | 321689081.5 |
| | | 879409081.5 |
| | Metro Cess @10% | 87940908.15 |
| | Grand Total | 96,73,50,000/- |

**JDA Consideration : Rs. 100 Crore**
**Stamp Duty Paid : Rs. 5 Crore**

This JOINT DEVELOPMENT AGREEMENT (**"Agreement"**) is executed at Noida on this day of May 05, 2025 (**"Effective Date"**).

**AMONGST**

**YASHODA SUPER SPECIALITY HOSPITALS PRIVATE LIMITED** (CIN: U85110UP2019PTC160386) (PAN # AABCY1190K), a company incorporated and registered under the Companies Act, 2013, having its registered office at H-1, Kaushambi Ghaziabad, Uttar Pradesh, India, 201010, acting through its authorized signatory Mr. Manish Sharma (UID No. XXXX XXXX 0820) S/o Sh. Anand Kumar Sharma Authorised vide Resolution dated 22.04.2025 (hereinafter referred to as **"Land Owner"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **FIRST PART.**

**AND**

**PARMESH CONSTRUCTION COMPANY LIMITED** (CIN: U45201UP1996PLC198063) (PAN # AAACP8892Q) , a company incorporated and registered under the Companies Act, 1956, having its registered office at 7th Floor, Tower- C, Bhutani Alphathum, Janpath Marg, Sector - 90,

YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.
Manish Sha
Authorised Signatory

For Parmesh Construction Company Ltd.
Auth. Sign./Director

रजिस्ट्रार सदर जिला मथुरा
उत्तर प्रदेश

Noida, Gautam Buddha Nagar- 201301, Uttar Pradesh, India, acting through its authorized signatory Mr. Amit Kumar Taneja (UID No. XXXX XXXX 2070) S/o Sh. Baldev Lal Taneja Authorised vide Resolution dated 12th June 2025 (hereinafter referred to as **"PCCL" or "Developer"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and assigns) of the **SECOND PART.**

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

**WHEREAS:**

(i) The Land Owner represents that they are the actual, absolute, legal owner and in actual, vacant, peaceful, and physical possession with full legal right, title and interest in, the land parcel admeasuring measuring approx. 41390.13 sq.mt. situated at Plot No -01, Sector Techzone-07, Greater Noida G.B. Nagar (UP), India **("Said Land") by virtue of Lease Deed dated 26th Sep 2013 and registered in the Sub Registrar office Sadar Greater Noida on 14th Oct 2013 as Document No. 25428 in Volume No. 14284 on pages from 155 to 184 and supplementary deed / correction deed dated 10th May 2022 duly registered in the Sub Registrar office I Sadar Greater Noida on 11th May 2022 as Document No. 10149 in Volume No. 40963 on pages from 65 to 88 and Greater Noida Authority letter No. Greater Noida/ I.T./2024/1434 dated 03-10-2024.** The Said Land is more particularly described in **Schedule - II** hereto and the sizra/map of the Said Land is provided hereinunder **Schedule - III**. Out of the Said Land, the Land Owner has agreed to grant Development Rights of land admeasuring 41390.13Sq. Mtrs. **("Project Land")** excluding land admeasuring 12317.83 Sq. Mtrs. (earmarked for hospital) ("**Hospital Land**") as shown in the sizra/map provided in **Schedule – IV** hereto.

(ii) The Developer is involved in the business of developing state of art infrastructure facilities and is desirous of utilizing the Project Land for the construction, development of a Multipurpose project including residential and commercial spaces on the Project Land (**"Project"**).

(iii) Pursuant to the mutual understanding arrived at between the Parties, the Developer has agreed to undertake the development of the Project on the Project Land and the Land Owner have agreed to grant the all the Development Rights *(as defined hereinafter)* including construction, marketing rights over the Project Land to the Developer.

(iv) The Parties are desirous of entering into this Agreement for recording the understanding and arrangement arrived at between them and set out the terms and conditions for the proposed collaboration including their respective obligations, rights, entitlements, roles and responsibilities with respect to the Project.

**NOW THEREFORE. in consideration of the mutual covenants. terms and understandings set forth in this Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:**

## 1. DEFINITIONS, INTERPRETATION AND PURPOSE

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 its parent entity.

YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.

Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign./Director

आवेदन स०: **202500743058683**

**विक्रय अनुबंध विलेख (बिल्डर)**

बही स०: **1** **रजिस्ट्रेशन स०: 23096** **वर्ष: 2025**

प्रतिफल- 1000000000 स्टाम्प शुल्क- 50000000 बाजारी मूल्य - 967350000 पंजीकरण शुल्क - 10000000 प्रतिलिपिकरण शुल्क - 180 योग : 10000180

श्री परमेश कंस्ट्रक्शन कंपनी लिमिटेड द्वारा
अमित कुमार तनेजा अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री बलदेव लाल तनेजा
व्यवसाय : अन्य
निवासी: 7वीं मंजिल, टॉवर-सी, भूटानी अल्फाथम, जनपथ मार्ग, सेक्टर - 90, नोएडा, गौतम बुद्ध नगर- 201301,

श्री, परमेश कंस्ट्रक्शन कंपनी लिमिटेड द्वारा अमित कुमार तनेजा अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनाँक 10/07/2025 एवं 03:52:30 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रेम प्रकाश सिंह
उप निबंधक :सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
10/07/2025

आर० बी० दिवाकर
निबंधक लिपिक
10/07/2025

उप रजिस्ट्रार सदर जिला गौतमबुद्धनगर उत्तर प्रदेश

(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 acting under the authority of any Governmental Authority and/ or of any other statutory authority in India, whether in existence on the Effective Date or thereafter, including but not limited to RERA;

(iv) "**Approvals**" shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the Project including but not limited to fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical department, approval from sewerage water connection authority for construction and occupation (if applicable), approval (if applicable) of the Ministry Of Environment and Forests, or any other approvals including approval from RERA authority as may be required from any Governmental Authority as the case may be, for the construction and development of the Project and shall include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificate, occupation certificate, completion certificate (by whatever name called);

(v) "**Business Day**" shall mean a day that is not a Saturday or 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 Noida, Uttar Pradesh, India;

(vi) "**Common Organisation**" shall mean the organisation like an association / company / society or any such entity to be formed by the purchasers of Saleable Area in the Project;

(vii) "**Development Rights**" shall refer to the entire rights to possess the Project Land and to construct, develop, brand, market and sell the Project on the same, and shall include (but not be limited to) inter alia, the interest, right, power, entitlement, authority, sanction and permission to the following in accordance with this Agreement and Applicable Laws:

(a) enter upon and take sole possession and control of the Project Land and every part thereof to develop the Project;

(b) plan, conceptualize, design, construct, develop, execute, market and sell the Project as per the Developer's sole discretion, in accordance with the approved designs, and the Applicable Laws;

(c) exercise full, free, uninterrupted, exclusive marketing, allotment, leasing, licensing and/or sale rights in respect of the entire Saleable Area in the Project by way of sale, allotment, lease or license or any other recognized manner of transfer. The Developer shall have the sole authority to determine and control pricing of the Saleable Area to be developed on the Project Land and enter into agreements with prospective purchasers / lessees on such terms and



YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.

Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign./Director

आवेदन सं०: 202500743058683

बही स०: 1 रजिस्ट्रेशन स०: 23096 वर्ष: 2025

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

**विक्रेता: 1**

श्री यशोदा सुपर स्पेशियलिटी हॉस्पिटल्स प्राइवेट लिमिटेड के द्वारा मनीष शर्मा, पुत्र श्री आनंद कुमार शर्मा

निवासी: एच-1, कौशाम्बी गाजियाबाद, उत्तर प्रदेश, भारत, 201010

व्यवसाय: अन्य

Manish Sha

**क्रेता: 1**

श्री परमेश कंस्ट्रक्शन कंपनी लिमिटेड के द्वारा अमित कुमार तनेजा, पुत्र श्री बलदेव लाल तनेजा

निवासी: 7वीं मंजिल, टॉवर-सी, भूटानी अल्फाथम, जनपथ मार्ग, सेक्टर - 90, नोएडा, गौतम बुद्ध नगर- 201301,

व्यवसाय: अन्य

**ने निष्पादन स्वीकार किया। जिनकी पहचान**

**पहचानकर्ता : 1**

श्री त्रिलोकी पाल , पुत्र श्री रामेश्वर पाल

निवासी: गौरी सिवान बिहार

व्यवसाय: अन्य

**पहचानकर्ता : 2**

श्री सन्नी चावला , पुत्र श्री एम् पी चावला

निवासी: सी 443 सेक्टर 19 नॉएडा

व्यवसाय: अन्य

ने की। प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है।

टिप्पणी :

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रेम प्रकाश सिंह

conditions as it deems fit and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds as per the terms herein; and give receipts and upon execution of the definitive documents in favour of purchasers / lessees; hand over ownership, possession, use or occupation of the Saleable Area;

(d) Carry out the construction / development of the Project and remain in sole possession, control of peaceful enjoyment of the Project Land or any part thereof until the completion of development of the Project and have exclusive rights to Marketing, leasing or sale of the Saleable Area;

(e) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), brokers or other persons to carry out the development work and to pay the wages, remuneration, brokerage and salary of such persons;

(f) to take all decisions including operational decisions in relation to all aspects of the development of the Project including but not limited to contracting, design, marketing, branding, costing accounts, etc.

(g) make payment and / or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development Of the Project Land paid by the Developer, in the manner the Developer may deem fit;

(h) make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals required for any infrastructure work including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed plots to be constructed on 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;

(i) 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 Project development and necessary for the full, free, uninterrupted and exclusive construction of premises on the Project Land;

(j) manage/maintain the Project/Project Land and the property and facilities/common areas 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 Project:

(k) 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;

ASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.

Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign / Director

उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
10/07/2025

आर० बी० दिवाकर
निबंधक लिपिक गौतम बुद्ध नगर
10/07/2025

सहायक रजिस्ट्रार सदर जिला गौतमबुद्धनगर • उत्तर प्रदेश •

(l) to apply for and obtain any and all Approvals that may be required to be obtained from the relevant Governmental Authority for the development, construction, marketing or sale of the Project or any part thereof, and 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;

(m) manage, supervise, and monitor the Project and 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;

(n) launch the Project and issue advertisements, announce the development of the Project and invite prospective purchasers, lessees, licensees, etc. for allotment and sale of the Project and have the unhindered and exclusive right to the Marketing of the Project till the completion of the Project.

(o) to handover operation, management, administration and maintenance of the Project to the association of apartment owners formulated under the applicable apartment ownership act or maintenance agency of the Project, as the case may, as per then Applicable Laws;

(p) set up, install and make provision for the various facilities / services in the Project as may be required under the Applicable Laws and/or rules made there under;

(q) demarcate the common areas and facilities, and the limited common areas and facilities in the Project at the sole discretion of the Developer in accordance with the lay out plan and Applicable Laws and to file and register all requisite deeds and documents as may be required under the Applicable Laws;

(r) generally do any and all other acts, deeds and things that may be required for the exercise of the Development Rights and all acts, deeds, and things that may be required for the development, construction, marketing, sale and implementation of the Project and compliance with the terms of this Agreement;

(viii) "**Effective Date**" shall mean the date of execution of this Agreement;

(ix) "**Encumbrances**" shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, claims, partition, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest , title defect, title retention agreement, voting trust agreement, interest, option charge, restriction or limitation of any nature, default or / claim by any Governmental Authority of Applicable Laws or any rule, regulation or guidelines, whatsoever including 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), or any



For ASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.

Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign./Director

other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

(x) "**FAR**" shall mean 'Floor Area Ratio';

(xi) "**Force Majeure**" shall mean and include:

(a) Acts of God. e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, storm, Earthquake, epidemics, quarantine restrictions, or other similar acts of God;
(b) strikes, industrial disputes, and/or lockouts generally in industry directly affecting the Project construction and/or interrupting supplies and services to the Project for a continuous period of 30 (thirty) days in a year, for reasons not attributable to the affected Party and not caused by workers of Developer and/or its contractors/ sub-contractors;
(c) Deficiency in supply or unavailability of material for development / construction. which is specific to the Developer but market at large and the same beyond reasonable control of the Developer;
(d) civil war, civil commotion, riots, acts of terrorism;
(e) change in governmental policy, Laws, or regulations directly affecting the Project, including but not limited to expropriation or compulsory acquisition by any government authority of any Project assets or rights, other than for reasons attributable to the affected Party.

(xii) "**Governmental Authority**" shall mean any government authority, statutory authority, Governmental department, agency commission board, tribunal or court or Greater Noida Industrial Development Authority 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;

(xiii) "**GPA**" shall have the meaning ascribed to it in Clause 2.4 of this Agreement;

(xiv) "**Gross Sales Revenue**" shall mean only Basic sale price including all other changes like Preferential location charges (if applicable), Floor rise charges (if applicable), Charges collected for allotment/ allocation of car parking spaces, club membership fees but excluding Power backup charges, (if applicable), external electrification charges (if applicable) and any other charges etc. by the Developer.

(xv) "**Litigation**" includes any / all suits, civil and criminal actions, arbitration proceedings. notices relating to land title. and all legal proceedings, which materially affects the development of the Project

(xvi) "**Marketing**" (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a) sale / lease / transfer of the Saleable Area in the 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 and the receipt and acceptance by the Developer of the payments in thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;

YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.

Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign./Director

उप सब रजिस्ट्रार सदर जिला गाजियाबाद
उत्तर प्रदेश

(xvii) "**GNIDA**" shall mean and refer to the Greater Noida Industrial Development Authority:

(xviii) "**Net Sales Price**" shall mean the Gross Sales Revenue minus the Pass Through Charges and brokerage charges

(xix) "**Pass Through Charges**" shall refer to all statutory charges, fees and expenses and other charges, such as lease rent, society / association formation charges, legal expenses, payments / contributions received from the Purchasers (as defined herein below) towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, association forming charges, Goods & Services Tax., any future taxes levied by any @ Governmental Authority, Stamp duty, registration charges, and all such other similar statutory charges, fees and costs and deposit which would be collected / recovered from the Purchasers in relation to the units/ Saleable Area as a contribution from the Purchasers and for onward transfer / deposit to the concerned Governmental Authority or association (if any) of the apartment owners or with the maintenance agency of the Project, as the case may be;

(xx) "**Project**" shall mean the development of a mixed land use project on the Project Land by utilization of the Project FAR in the manner the Developer may in its sole discretion deem fit (including the Saleable Area to be permitted by competent authority) and construction of other structures, buildings, commercial spaces, community buildings, schools, dispensary, other amenities, open spaces, parking spaces, 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;

(xxi) "**Project FAR**" shall mean 835356.258 square feet (which is equivalent to 77606.49 square meters) and additional FAR, if any, allowed by the Governmental Authority;

(xxii) "**Project Period**" shall have the meaning ascribed to it under Clause 7.6.

(xxiii) "**Purchasers**" shall mean and refer to the customers/ allottees" applicants to whom the Saleable Area in the Project are allotted, sub-leased, or transferred against consideration and persons to whom Saleable Area in the Project is agreed to be allotted, sold, transferred or leased against consideration;

(xxiv) "**RERA**" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations promulgated thereunder;

(xxv) "**Saleable Area**" shall mean and refer to the total number of units in the Project comprising of saleable living space within the Project, and shall include parking space, commercial spaces, residential units and other areas sold / earmarked exclusively for the buyer / occupier as per the Applicable Laws;

1.2 **Interpretation** - In this Agreement, unless the contrary intention appears:

(i) Any reference to any statute or statutory provision shall include

a. all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);

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b. such provision as from time to time amended, 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;

(ii) any reference to the singular shall include the plural and vice-versa,

(iii) any references to the masculine, the feminine and the neuter shall include other genders

(iv) any references to a "company" shall include a reference to a body corporate;

(v) references to a person (or to a word importing a person) shall construed as to include:

a. Individual, firm, partnership, trust, joint venture, company, corporation, corporate, unincorporated body, association, Organization, any government. Or state or any agency of a government or state. any local or municipal authority or other governmental body (whether or not in each caw having Separate legal personality);

b. References to as representative shall be to its officers, employees, legal or professional advisers, sub-contractors. agents, attorneys and other duly authorized representatives;

1.3 **PURPOSE:**

(i) This Agreement sets forth the terms and conditions with respect to the grant and transfer of the Development Rights with respect to the Project Land in favour of the Developer, the nature of the Project to be developed, revenue sharing between the Parties and the rights and obligations of the Parties under the Agreement. The Parties have entered into this Agreement on a principle-to- principle basis.

(ii) The Land Owner agrees and undertakes that they shall from time to time execute all such further agreements / documents, do all such acts and assist the Developer as may be required by the Developer, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder.

(iii) The Developer agrees and undertakes that it shall complete the Project in accordance with this Agreement (failing which the consequences stated herein shall follow) and make the payment of advances and share inventory revenue with the Land Owner as per the terms of this Agreement.

(iv) It is hereby expressly acknowledged, clarified, and agreed by and between the Parties that the Land Owner shall bear sole and exclusive responsibility for undertaking, managing, and completing the development and construction of any project on the Hospital Land, including without limitation any buildings, infrastructure, facilities, or improvements thereon. This obligation shall extend to all ancillary, associated, and incidental activities necessary or desirable for the successful execution and completion of the project concerning Hospital Land, including but not limited to obtaining statutory approvals, engaging contractors or consultants, securing utilities, ensuring compliance with applicable laws, and maintaining safety standards. For the avoidance of doubt, the



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Developer shall have no responsibility, obligation, or liability whatsoever—whether financial, legal, operational, or otherwise—in connection with the development, construction, execution, or operation of the project concerning the Hospital Land or any part thereof.

## 2. GRANT OF DEVELOPMENT RIGHT

2.1. On and from the Effective Date and in accordance with terms of this agreement, the Land Owner hereby grant and transfer exclusive Development Rights along with such other ancillary and incidental rights, benefits, interests, easements, privileges appurtenant thereto, free from all Encumbrances, mortgage, charges, liens, hypothecation, attachments, liabilities, tenancy, un-authorized occupation, claim and litigations, in respect of the Project Land to the Developer. The Project shall be implemented and developed exclusively by the Developer, including but not limited to the quality, cost, design, and sales price, Sales velocity, layout, aesthetics, Marketing etc. in accordance with the Applicable Laws. The Land Owner further undertakes that it has all rights and title to execute and implement the provisions of this Agreement.

2.2. The Land Owner are contributing and making available the Project Land, free from all Encumbrances, and placing the Project Land at the complete disposal of the Developer for the development of the Project under the terms of this Agreement.

2.3. The Land Owner hereby hand over the possession of Project Land to the Developer simultaneously with the execution of this Agreement. The Land Owner agree and confirm that on and from the Effective Date, the Developer shall have the unfettered right to enter upon the Project Land directly or through its associates, nominees, agents, architects, consultants, representatives, Contractors, to do all such acts and deeds required and necessary for exercising the Development Rights and for the implementation and development of the Project in accordance with the Applicable Laws.

2.4. The Land Owner agree that they shall execute a general power of attorney in a mutually agreed form and manner provided hereinunder Schedule V of this Agreement, in favour of the Developer (the "GPA") in respect of the Project Land so as to enable the Developer to perform all its obligations and utilise all its entitlements benefits / rights as stated under this Agreement including to sign the allotment and transfer documents in favour of Purchasers in accordance with the terms of this Agreement. The Developer shall be entitled to appoint one or more substitutes or its authorised representatives under / through the GPA for the exercise of any or all of the powers and authorities there under in favour of its permitted nominees).

## 3. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

### 3.1. CONSTRUCTION

3.1.1 The Project shall be constructed and developed by the Developer at its own costs and expenses in the manner the Developer may in its sole discretion deem fit. The Developer shall comply with all Applicable Laws in relation to the construction, development and Marketing of the Project. The Project shall be implemented/ developed and driven by the Developer. The quality, cost, design, layout, aesthetics, landscaping, architecture, sales price, sales velocity, product-mix sizes, specification, implementation, Marketing etc. of the Project shall be at the sole discretion and expertise of the Developer.

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3.1.2 The Developer shall be entitled to appoint, employ or engage architects, surveyors. engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such employed personnel.

3.1.3 The landscaping, architecture, construction, design, implementation etc. including the calculation of super built-up area and Saleable Area of the Project Shall be at the sole discretion and expertise of the Developer.

3.1.4 The Developer shall be entitled to construct amenities on the Project Land as may be deemed appropriate by the Developer. The Developer may construct such amenities by utilizing a portion of the FAR available on the Project Land, as may be deemed appropriate by the Developer in accordance with the lay-out plans and the bylaws of GNIDA.

3.1.5 The Developer shall make full utilization of the Project FAR to the extent available on the date when building plans are sanctioned and as is sanctioned under the building plans (subject to reasonable reductions, as are considered to be in the best interest of the Project by the Developer), on the Project Land in accordance with the Applicable Laws.

3.1.6 The Land Owner shall not have any right to participate in the development, construction, Marketing, sale and all other aspects relating to the Project. Notwithstanding anything to the contrary contained herein, the Land Owner shall be fully entitled to carry out construction and development of the hospital on the Hospital Land as per its sole and absolute discretion and the Developer shall extend all cooperation and do all such acts and deeds including execution of necessary documents as may be required by the Land Owner in this regard.

3.1.7 The Land Owner shall extend all cooperation and do all such acts and deeds that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to the Developer as may be reasonably required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby.

3.2. **APPROVALS**

3.2.1. The Developer shall be entitled to prepare the building plan drawings for the Project (if required) as per its own expertise and design.

3.2.2. The Developer shall obtain all Approvals for construction and development of the Project including permission / sanction to develop Additional FAR on the Project Land and for the sanctioning of the map on behalf of the Land Owner. It is hereby agreed between the Parties that all costs and expenses for availing such Additional FAR shall be borne and paid by the Land Owner and all benefits arising from such Additional FAR shall be shared between the Parties in the ratio of their respective entitlement agreed in Clause 6 of this Agreement. All such Approvals shall be obtained as per the design, requirement and expertise of the Developer with the costs and expenses relating to such Approvals to be borne by the Developer, except for expenses related to land clearance and access with respect to the Project Land, which shall initially be borne by the Developer and shall be deducted out of the Land Owner Consideration.

3.2.3. The Developer at its own cost and expense, shall be responsible for procuring all Approvals required from the Governmental Authorities including obtaining RERA registration and approvals for the escrow account.



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3.2.4. The Land Owner shall provide all requisite support/ documents to the Developer (other than financial support) to obtain Approvals as may be necessary. Further, it is agreed and understood by the Land Owner that in an event, the Developer has requested for any documents required for procuring - necessary approvals, the Land Owner shall provide the same within [7] days of receiving a request from the Developer.

3.2.5. The Land Owner agree to provide all documents and sign all deeds and ensure presence of authorized representative whenever and wherever required by the Developer for the purposes of obtaining Approvals.

3.3. **PROJECT FINANCING**

3.3.1. It is hereby expressly agreed and understood by and between the Parties that neither Party shall have the right to raise any form of project financing, including but not limited to loans, credit facilities, or other financial instruments, in relation to the Project without first obtaining the prior written consent of the other Party. Furthermore, neither Party shall be entitled to create, impose, or allow the creation of any encumbrance, lien, charge, or mortgage on the Project Land or any part thereof for any purpose whatsoever without the express prior written approval of the other Party. It is however clarified that the Land Owner shall have the right to raise project financing against security of and with respect to the Hospital Land and shall intimate the Developer regarding the same.

## 4. PROJECT BENCHMARKS

4.1 It is agreed between the Parties that the following benchmarks shall be adhered to by the Developer with respect to the completion of the Project:

4.1.1 Initiation of the construction of the access road within 90 days of execution of this Agreement;

4.1.2 Applying for Building Plan approvals within 60 days of execution of this Agreement;

4.1.3 Commencement of construction of the Project within 60 days of execution of this Agreement;

4.1.4 RERA Registration to be applied for by the time of execution of this Agreement.

4.2 It is further agreed between the Parties that the timelines provided hereinunder Clause 4.1 of this Agreement may be extended subject to mutual agreement between the Parties in writing.

## 5. MARKETING, BRANDING AND ALLOTMENT / SALE / LEASE/ACCOUNTING OF THE SALEABLE AREA

5.1 The Developer shall have the exclusive rights/ entitlement of Marketing the Project. The entire Saleable Area of the Project shall be marketed and sold / leased / licensed by the Developer exclusively. The Parties agree that all decisions regarding the Marketing (including branding, sales, product mix) and all other decisions pertaining to marketing of the Project shall be taken by the Developer exclusively. It is agreed and understood that the Land Owner shall not market or sell any part of the Saleable Area in the Project. All lease / transfer shall be made by or routed through the Developer. Notwithstanding anything contained in this Agreement, the selling price of the Units in the Project shall be decided by mutual agreement between the Parties in writing. Any modifications to the agreed selling price shall likewise be made only through mutual discussions and shall be confirmed in writing by both Parties.



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5.2 The Developer shall be entitled to select and finalise a Project name as deemed appropriate by it at its sole discretion. The Project shall be promoted as a project of the Developer with such branding as may be decided by the Developer.

5.3 The Developer shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by / with the Purchasers for the entire Saleable Area of the Project, including but not limited to Marketing brochure prospectus, application forms, provisional allotment letters, final allotment letters, apartment unit buyer agreements, sale / conveyance deeds lease deeds, maintenance agreements and any others documents as the Developer may consider appropriate in accordance with Applicable Laws.

5.4 All rights with respect to the Marketing including its timing, format, Sale, lease etc. of the Project shall vest absolutely with the Developer. The design of all Marketing and selling materials will be at the discretion of the Developer and contents of all advertisement/ Marketing materials shall be in consonance of all Applicable Laws.

5.5 All Purchaser-related documentation related to the Saleable Area shall be in the form and manner decided and prepared by the Developer. The Developer shall be entitled to sign / execute / issue the same for itself and on behalf of the Land Owner (deriving authorizations from this Agreement). In the said Purchaser-related documentation the Developer shall be entitled to provide on behalf of the Land Owner all such representations to the Purchasers that have been represented by the Land Owner to the Developer under this Agreement and any other agreement executed between the Parties in relation to the Project. In the event the Developer requires the Land Owner to execute the sale/ lease deed or any other document with respect to Saleable Area in favour of Purchaser(s), then the Land Owner shall execute the same forthwith upon receiving intimation in this regard from the Developer.

## 6. CONSIDERATION

6.1 In consideration of the grant, transfer and assignment of the Development Rights under this Agreement by the Land Owner to the Developer Rs. 100,00,00,000/- (Rupees One Hundred Crore only) will be paid to the Land Owner. ("**Land Owner's Consideration**").

6.2 Further, it is agreed and understood between the Parties that 30% (Thirty Percent) of the revenue received from the sale of the Saleable Area of the Project shall be deposited into a separate escrow account in accordance with the RE**RA Act, 2016.**

6.3 **It is agreed** that any charges, dues, fees, demands, taxes, claims (including but not limited to lease rent) arising out of or in relation to the Project Land shall be to the sole account of the Developer only. Further understanding in this regard between the Parties is captured under Schedule VI of this Agreement.

6.4 The Developer shall, pursuant to registration under RERA and launch of the Project, open and operate the following bank accounts for the Project ("**Project Accounts**").

6.5 Master Collection Account, to be operated as escrow account for deposit of total collections/ receipts in the Project including collections/ receipts from the Purchasers/ customers/ allottees in the Project and out of the Master Collection Account, 70% amount shall be automatically transferred, on a daily basis, by way of irrevocable standing instructions to RERA Account and 30% amount shall be automatically transferred, on a daily basis, by way of standing instructions to a separate account of the Developer ("**Other Account**"). All amounts deposited in the Other Account shall be automatically transferred, on a daily basis, by way of irrevocable standing instructions to a separate bank account of the Land Owner

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("**LO Account**") towards payment of the Land Owner's Consideration. The Developer shall deposit the Gross Sales Revenue from the Project in the Master Collection Account and the Master Collection Amount shall be operated as per the provisions of RERA. It is further agreed between the Parties that the Developer and the Land Owner shall carry out reconciliation of their accounts every quarter on 7th day of end of the relevant quarter.

6.6 RERA Account, wherein 70% of total collections/ receipts in the Project including collections/ receipts from the Purchasers/ customers/ allottees in the Project shall be transferred from the Master Collection Account. RERA Account shall be operated in accordance with the Applicable Laws and the funds permitted to be withdrawn from the RERA Account as per the Applicable Laws shall be utilized for the permitted purposes under the terms of RERA Act. The Parties agree that as and when the funds are withdrawn from the RERA Account, 5% of the Net Sales Price shall be immediately transferred to the LO Account and the balance shall be transferred to the bank account of the Developer.

## 7. ROLES AND RESPONSIBILITIES OF THE DEVELOPER

7.1 The Developers shall apply and obtain all necessary approvals concerning the Project Land as may be required from GNIDA and/or Uttar Pradesh RERA (as the case may be), and other Governmental Authorities at its own cost and expense.

7.2 The Developer shall be solely responsible for planning, conceptualizing, designing, developing and construction of the Project.

7.3 The Developer shall be solely responsible for the Marketing, launch and Sale of the Project by utilizing the entire Project FAR as per the Applicable Laws.

7.4 The Developer shall be responsible for taking all decisions including operational decisions in relation to all aspects of the development of the Project including but not limited to contracting, design, costing accounts etc.

7.5 The Developer shall be exclusively responsible for selecting the set of brokers and deploy other personnel for the purpose of Marketing and to manage the site sales, salaries. The Developer shall be entitled to engage and compensate architects, surveyors, engineers, contractors, subcontractors, RERA registered real estate agents and other professionals as deemed necessary for the Project.

7.6 The Developer shall be responsible for completing the Project within 4 (Four) years from the date of receipt of RERA Registration ("**Project Period**"). It is agreed and understood between the Parties that the Project Period shall be extended for a time period as may be mutually decided by the Parties in writing. However, the developer shall adhere the terms and conditions of the Agreement for sale (to be entered with the prospective homebuyers/ Allottee.

7.7 The Developer shall be responsible for carrying out construction, development, Marketing and sale of the Project in accordance with the building by-laws, sanctioned building plan and other Applicable Laws.

7.8 The Developer shall be responsible for signing and executing all correspondences, letters, contracts, agreements, authorizations etc. related to the Project either itself or through its constituted attorneys or any other authorised signatory.

7.9 The Developer shall be responsible for completing the construction of the Project and applying for an occupation certificate to the relevant authority within the Project Period. It is agreed that the Project



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Period shall stand extended in case of Force Majeure for such time period as the Force Majeure condition exists.

7.10 The Developer shall be obligated to procure approvals for the Project, including applying for registration of the Project under RERA by the time of execution hereof. It is hereinafter agreed between the Parties that the timelines shall be subject to Force Majeure.

## 8. ROLES AND RESPONSIBILITIES OF THE LAND OWNER

8.1 In the event, an amount payable towards Land Cost are increased/ decreased at any time, then the Land Owner shall be responsible for paying the same at actuals and in case any advance is to be provided by the Developer under this Agreement, the same shall also paid at actuals. It is further agreed between the Parties that the representations of the Land Owner with regard to the amounts payable for Project Land related cost shall stand amended to the extent of such increase/ decrease without any further act or action on the part of the Land Owner.

8.2 The Land Owner shall, upon the execution of this Agreement, be responsible for providing vacant, peaceful, physical possession of the Project Land to the Developer free from all Encumbrance.

8.3 The Land Owner shall be responsible for promptly executing necessary deeds, letters, documents and writings as may be required by Developer to carry out the above mentioned acts.

8.4 The Land Owner shall be responsible for providing all documents/information/undertakings and support to the Developer as may be required for the registration of the Project under RERA.

8.5 The Land Owner shall be responsible for providing the Developer notice of any claim, Litigation, proceeding, investigation in connection with the Project Land of which the Land Owner becomes aware. In the event the Land Owner receive any communication, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and / or any third party, that may directly or indirectly be related to the Project Land or the Project, the Land Owner shall within 10 (Ten) Business Days of receipt of the said communication, correspondence, notice, demand, share the same with the Developer.

8.6 The Land Owner shall be liable and responsible, at its own costs and expense, to (i) settle all disputes, claims, demands, suits, complaints, litigation, etc. which may be raised, filed or created in relation to or which can lead to an adverse impact on the title of the Project Land (ii) rectify any incidents or event of revocation, termination or defect in the Approvals due to any defect/impediment in respect of title of The Land Owner on the Project Land, (iii) rectify any default by the Land Owner of any term/conditions of this Agreement or breach of any representation, warrant or roles and responsibilities of the Land Owner under this Agreement. The Land Owner shall undertake such rectifications or settlements, as the case may be, in a manner that the development, construction or sale of the Project on the Project Land or any part thereof by the Developer is not be interrupted, obstructed, hampered or delayed in any manner.

## 9. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

### 9.1 Representations and Warranties of the Developer:

9.1.1 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including power of attorney, and consents required to undertake the development of this Project.



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9.1.2 The execution, delivery and performance of this Agreement and the consummation of the transaction contemplated hereunder have been duly authorised by all necessary corporate actions and same does not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of. or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgement or decree against, or binding upon it or upon its respective securities, properties or businesses.

9.1.3 The Developer represents and warrants that in an event, the Developer fails to fulfil its roles and responsibilities under this Agreement, it shall be liable to pay compensation/ penalty payable to third parties including the Purchasers in the & Projects as applicable without any liability on the Land Owner.

9.1.4 The Developer represents and warrants that any penalty or implication or consequence arising out of the non-compliance of the provisions of RERA by the Developer in respect of the Project shall be borne and met by the Developer alone, and the Land Owner shall have no liability in this regard.

9.1.5 The Developer represents and warrants that they shall settle all disputes which shall include disputes with its Purchasers, contractors, vendors, suppliers, marketing, advertising, PR, material, legal and statutory at its own cost and expense without recourse to the Land Owner.

**9.2 Representations and Warranties of the Land Owner:**

9.2.1 That it is the sole legal and beneficial owner of the Said Land which includes Project Land, and that they hold good and marketable title to the Said Land including the Project Land, free and clear of all liens, encumbrances, claims, etc.

9.2.2 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including power of attorney, and consents required to effectuate the transfer of Development Rights to the Developer under this Agreement.

9.2.3 That the Land Owner, through this agreement, give authority to the Developers of his/their authorised signatory in this behalf to apply for the registration of the real estate project, to be developed on the Project Land, with the Uttar Pradesh Real Estate Regulatory Authority under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder.

9.2.4 The execution, delivery and performance of this Agreement and/or Other Documents and the consummation of the transaction contemplated hereunder or under the Other Documents has been duly authorised by all necessary corporate other action of the Party and same does not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by @ which it is bound; (ii) violate any order, judgement or decree against, or binding upon it or upon its respective securities, properties or businesses.

9.2.5 The Land Owner represents and warrants that there are no prohibitory orders or restrictive orders or otherwise passed by any competent authority including the Central or State Government or revenue & statutory authorities or the collector or by any court of law or



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before any tribunal or before any statutory authorities or before any arbitrator or before any labour court of which the Land Owner is aware of, and there is no application and/or proceeding pending before any of the above named authority with respect to the Project Land or any part thereof including income tax for taxes or of any department of the Government, Central or State or Local Body, public Authority for taxes, levies, cesses, with respect to or affecting the Project Land or any part thereof.

9.2.6 The Land Owner represents and warrants that there are no easements, quasi-easements, restrictive covenants or rights affecting the Project Land.

9.2.7 The Land Owner represents and warrants that there are no subsisting deeds, documents, writings and/or development agreements or any other agreements or arrangements of any nature whatsoever with any person or party, with respect to the Project Land.

9.2.8 The Land Owner represents and warrants that the Project Land is not affected by any development plan reservation or set back and there is no impediment, prohibition or restriction upon the present or future development of the Project Land as contemplated herein;

9.2.9 The Land Owner represents and warrants that it shall not create any Encumbrances of any kind whatsoever over the Project Land during the currency of this Agreement and shall keep the title clean and marketable for all purposes. In the event of any issue pertaining to the title, the Land Owner shall forthwith, at its own cost and expense, resolve such issue and maintain its title to the Project Land. If any amount becomes due to any customer or any other third party on account of such issue, the said amount shall be borne and paid solely by the Land Owner.

9.2.10 The Land Owner represents and warrants that it shall not carry out any material structural alteration or addition to, or materially effect any change of use of the Project other than permitted under this Agreement.

9.2.11 The Land Owner represents and warrants that it shall not grant any rights of construction, development or otherwise in the Property to any third party.

9.2.12 It shall sign all requisite letters, undertaking(s) and related documents pertaining to exercise of the Development Rights by the Developer, and render all possible cooperation to the Developer, including liaisoning with relevant authorities, to procure such permissions as may be required. The Land Owner shall also cause the presence of their duly authorized representative before any authority as and when required by the Developer for obtaining any licenses and approvals and renewals.

9.2.13 The Land Owner represent and warrant that it shall be bound to comply with the terms and conditions of the Approvals and in case they fail to comply with the same at any point of development of the Project, then it shall be liable for the consequence arising therefrom and shall indemnify the Developer against any penal consequences and/or monetary loss caused to the Developer on account of such breach.

9.2.14 The Land Owner represent and warrant that it shall have executed irrevocable special power of attorney for the purposes as mentioned hereinabove. In this regard, the Land Owner represents, warrants and undertakes that it shall never revoke the said power of attorney during the subsistence of this Agreement.

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9.2.15 It shall provide all documents as may be required and extend all co-operation the Developer.

9.2.16 In the event that the Land Owner is in receipt of any amounts from any governmental authority which have been deposited by the Developer with respect to the Project Land / Project, the Land Owner, shall forthwith, and without any delay or demur, transfer such amounts to the Developer. The Land Owner acknowledges that it shall not have any right or claim over such amounts.

9.2.17 It shall comply with all Applicable Laws and regulatory compliances therein, with respect to the Project Land / Project throughout the subsistence of this Agreement. The Land Owner shall not undertake any act or omission which may amount to any breach / non-compliance under Applicable Laws, including but not limited to RERA.

9.2.18 Not do or permit anything which would constitute a breach of any of the Warranties and not take or commit to take any action that would result in the occurrence of any of the foregoing

9.2.19 Not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said development and/or booking and sale of Saleable Unit(s) in the Project.

9.2.20 The Land Owner undertakes to notify the others in writing promptly, if it becomes aware of any fact, matter or circumstances, which would cause any of the warranties given by it, to become untrue, inaccurate or misleading in any material respect.

9.2.21 The Land Owner represents and warrants that it possesses clean title of the Project Land and is sufficiently entitled to transfer the development rights in the Project Land to the Developer under this Agreement.

9.2.22 The Land Owner represents and warrants that there is no easement, impediment, prohibition, restriction or negative covenant running with the Project Land, whereby the Land Owner is in any manner restrained, prohibited or prevented from granting the Development Rights in favour of the Developer.

9.2.23 The execution and performance of this Agreement and power of attorney shall not violate, conflict with or result in a breach of or default under Applicable laws, any of terms and conditions for allotment/lease of the Project Land in favour of the Land Owner or any of the constitutional documents of the Land Owner;

9.2.24 The Land Owner represents and warrants that the title and rights of the Land Owner on the Project Land are not subjected to any Encumbrance and there is no litigation or proceedings in any court or tribunal or arbitration or revenue proceedings or quasi-judicial proceedings nor is there any attachment on the Project Land;

9.2.25 The Project Land is recorded and reflected and treated as 'work-in-progress' in its books. There is no proceeding pending under the Income Tax Act, 1961 against the Land Owner or with respect of the said Project Land;

9.2.26 There is no income tax liability that may in any manner have an adverse impact on title of the Land Owner to the Project Land;

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9.2.27 The Land Owner represents that the Land Owner has created an interest in the Project Land and the Project FAR under this Agreement in favour of the Developer.

9.2.28 The Land Owner represents and warrants that in event of bankruptcy, liquidation, and/or winding up proceedings or event leading to the same for the Land Owner, the rights and entitlements of the Land Owner shall be restricted to the residuary rights of the Land Owner in the Project Land / the Project after taking into account the rights, entitlements and interest of the Developer in the Project Land / the Project under this Agreement.

9.2.29 The Land Owner represents and warrants that the rights and entitlements of the Developer under this Agreement including the interest created in the Project Land in favour of the Developer by virtue of this Agreement shall not be affected in any manner in case of any bankruptcy, liquidation, and/ or winding up proceedings relating to the Land Owner or event leading to the same.

9.2.30 The Land Owner represents and warrants that in an event the Land Owner fails or defaults with respect to the representation given under 9.2.3 regarding title of the Project Land under this Agreement, it shall be liable to pay compensation/ penalty payable to third parties including the Purchasers in the Project, as applicable without any liability on the Developer.

9.2.31 The Land Owner represents and warrants that any penalty or implication or consequence due to non-compliance of the provisions of RERA on account of title of the Land Owner to the Project Land, shall be borne and met by the Land Owner alone.

9.2.32 The Land Owner represents and warrants to resolve all dispute, arising with regard to the title of the Project Land and to indemnify the Developer against all cost, expenses, losses which may arise or incur due to defect in the title of the said Project Land.

9.2.33 The Land Owner represents and warrants that any time after the Effective Date, it shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the Development Rights, the Project Land or the Project.

## 10. INDEMNITY

10.1 Without prejudice to the rights of the Developer under any other provision of this Agreement or any other remedy available to the Developer under law or equity, the Land Owner shall indemnify, keep indemnified, defend and hold harmless the Developer, its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered arising out of or which may arise in connection with issues regarding validity of the title of the Said Land, any breach of the roles and responsibilities, or representations and warranties of the Land Owner under this Agreement and / or any incorrect representation / warranties made by the Land Owner under this Agreement.

10.2 Without prejudice to the rights of the Land Owner under any other provision of this Agreement or any other remedy available to the Land Owner under law or equity the Developer shall indemnify, keep indemnified, defend and hold harmless the Land Owner, its directors, officers, employees and agents against any and all losses, expenses, claims, costs and damages suffered, arising out of, or which may arise in connection with any breach of the roles and responsibilities or representations and warranties of the Developer under this Agreement and / or any-incorrect representation / warranties made by Developer under this Agreement.



YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.

Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign./Director

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## 11. JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be governed by, and construed in accordance with the laws of India.

11.2 This Agreement shall be binding upon the Parties and be Governed by and construed in accordance with the laws of India and courts at Noida shall have exclusive jurisdiction in respect of all maters concerned to or arising out of this agreement.

11.3 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any questions regarding its existence, validity, interpretation, or , breach, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between managers or representatives of the disputing Parties.

11.4 If the dispute is not resolved through such discussions within 30 (thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.

11.5 The seat and venue of arbitration shall be Noida and the language of the arbitration proceedings shall be English.

11.6 The arbitral tribunal shall consist of 3 (three) arbitrators, wherein one arbitrator shall be appointed by each party and each arbitrator so appointed shall appoint the third arbitrator who shall preside over the arbitral tribunal.

11.7 Each disputing Party shall co-operate in good faith to the conduct of any arbitral proceedings commenced under this Agreement.

11.8 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.

11.9 While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute. Without prejudice to the final determination of the dispute.

11.10 Any decision of the arbitral tribunal shall be final and binding on the Parties.

## 12. NOTICE :

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

a) If to the Land Owner
Address: H-1, Kaushambi Ghaziabad, Uttar Pradesh, India, 201010
Attn: Mr. Prem Narayan Arora
E-mail: accounts.yhk@yashodahospital.org

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Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign./Director

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b) If to the Developer;
Address: 7th Floor, Tower- C, Bhutani Alphathum, Janpath Marg, Sector - 90,
Noida, Gautam Buddha Nagar- 201301, Uttar Pradesh, India
Attn: Mr. Amit Kumar Taneja
E-mail: Parmesh @ bhutanigroup.com

## 13. CONFIDENTIALITY

13.1 This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement shall be confidential to them and shall not be disclosed to any third party. Parties shall hold in strictest confidence and shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need-to-know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its Affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties und all such press releases/ public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

13.1.1 is disclosed with the prior written consent of the Party who supplied the information; is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;

13.1.2 is required to be by a Party or its Affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;

13.1.3 any third party can ascertain independently on account of this Agreement registered with the sub registrar of assurances or being filed with any Governmental Authority;

13.1.4 is required to disclose pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or is generally and publicly available. Other than as a result of breach of confidentiality by the person receiving the information.

## 14. ENTIRE AGREEMENT

This Agreement, together with the Schedules hereto, embodies the entire terms and conditions agreed upon by the Parties as to the development, construction, marketing, branding of the Project and supersedes and cancels in all respects all provisions, agreements, term sheet, undertakings and memoranda of understanding entered by the Parties in this respect, whether such be written or oral.

## 15. GENERAL

15.1 **No Partnership**



For YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.
Authorised Signatory

For Parmesh Construction Company Ltd.
Auth. Sign./Director

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

15.2 **Amendment**

No modification or amendment to this Agreement, nor any waiver of any of the terms or conditions herein or any extension of time for the performance of obligations, shall be valid or binding unless it is made in writing and duly executed by all the Parties. Any waiver of a provision shall not be deemed to be a waiver of any other provision, nor shall it constitute a continuing waiver unless expressly stated otherwise.

15.3 **Variation**

No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party. At any time subsequent to the execution of this Agreement, if there is any change in Applicable Laws including enforcement of the provisions of the Real Estate (Regulation and Development) Act. 2016 ("RERA"), then the Parties shall amend this Agreement to the extent reasonably required to make this Agreement in line and to reflect the commercial and legal understanding as envisaged in this Agreement.

15.4 **Assignment**

Parties to this Agreement shall not be entitled to transfer or assign their rights, entitlements and obligations under this Agreement without obtaining the written consent from the other Party, except where such transfer or assignment is to a group company and except where specifically agreed in this Agreement. It is further agreed by the Developer that it shall not enter into scheme of merger/de-merger/amalgamation/arrangement/management control which give right to any third party to take control over the Developer without permission of the except with a group company of the Developer where no such permission shall be required. In case of transfer or assignment to a group company or merger/de- merger/amalgamation/arrangement with a group Company, the Developer shall provide a written intimation to the Land Owner.

15.5 **Waiver**

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

15.6 **Successors and Assigns**

This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

15.7 **Further Acts**

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing. if the



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For Parmesh Construction Company Ltd.

Auth. Sign./Director

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approvals of any Governmental Authority are required for any of the arrangements under this Agreement to effected, each Party will use all reasonable endeavours to obtain such approvals.

15.8 **Authorization**

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

15.9 **Conflict**

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

15.10 **Tax Liabilities**

The Parties shall be responsible to bear their respective liabilities for income tax as may be applicable and levied on their shares and entitlements under this Agreement. Any GST on the Project shall be paid and borne by the Developer.

15.11 **Termination**

It is agreed between the Parties that this Agreement is non-terminable in nature and cannot be terminated by either of the Parties.

15.12 **Stamp Duty and Registration**

The stamp duty and registration fee, if any, applicable on this Agreement shall borne and paid by the Developer and the Land Owner equally.



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## SCHEDULE I

## [DETAILS OF THE LAND OWNER]

| Name | Address |
|---|---|
| Yashoda Super Speciality Hospitals Private Limited. | H-1, Kaushambi Ghaziabad, Uttar Pradesh, India, 201010 |

For Parmesh Construction Company Ltd.

Auth. Sign./Director

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## SCHEDULE II
## [DETAILS OF SAID LAND AND THE PROJECT LAND]

| S.No | Particulars | Details |
|---|---|---|
| 1. | Location | Plot No-01, sector Techzone-07, Greater Noida G.B Nagar (U.P), India. |
| 2. | Size of the Land | 41,390.13 sq.mtr. |

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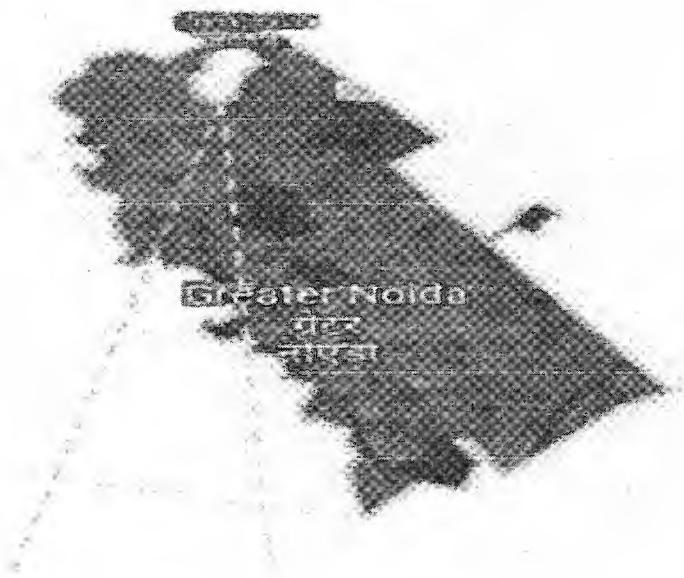
**SCHEDULE III**
**[MAP OF PROJECT LAND]**
**[This will be updated by separately showing the Hospital Plot]**

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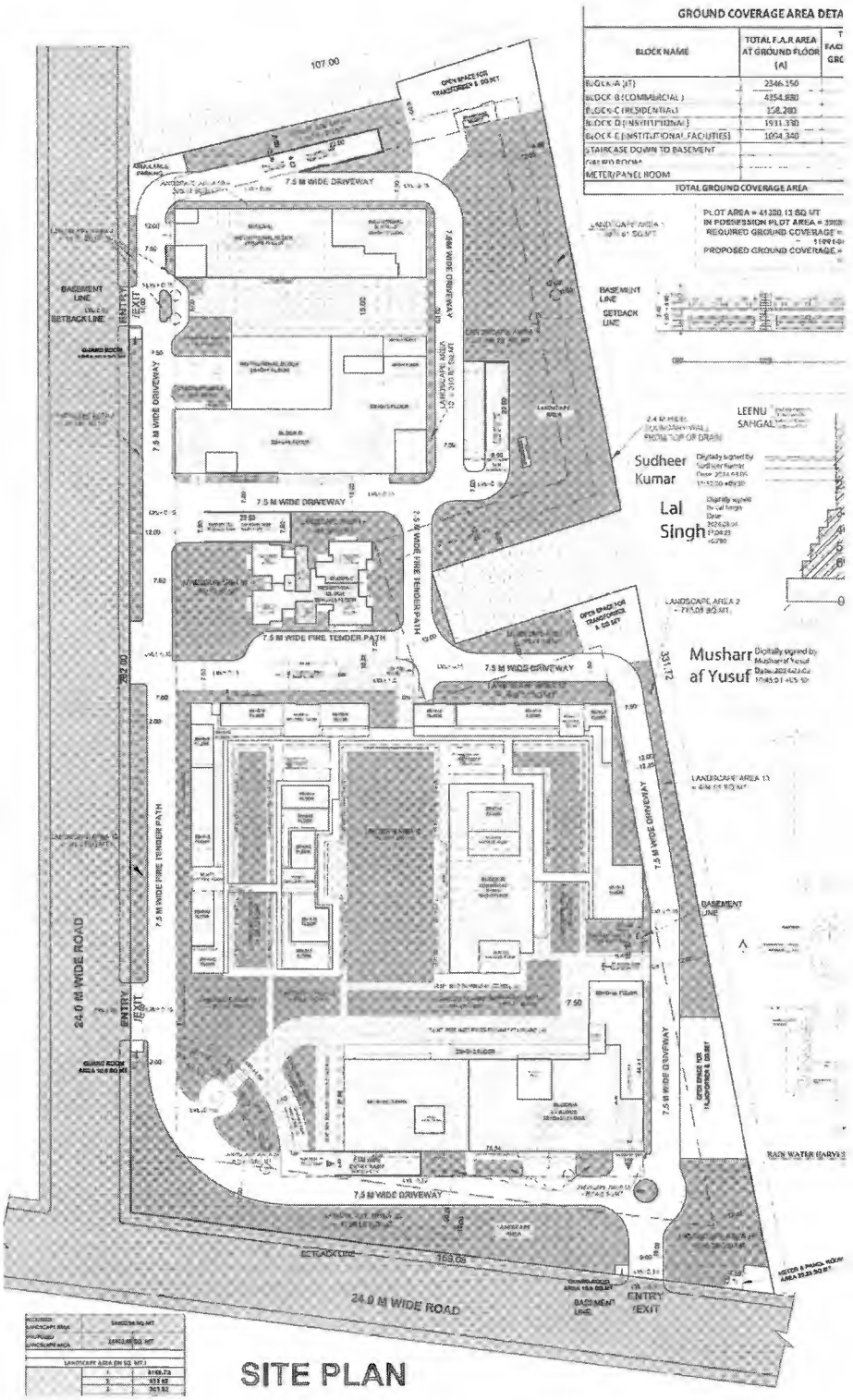
## SCHEDULE IV
## Map of the Hospital Land

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SCHEDULE V

## GENERAL POWER OF ATTORNEY

This **POWER OF ATTORNEY** is executed on this 5th day of May, 2025 (**"Execution Date"**) at Delhi, India.

**BE IT KNOWN TO ALL** that We;

**Yashoda Super Speciality Hospitals Private Limited**, (CIN: U85110UP2019PTC160386) , a company incorporated under applicable laws of India, and having its registered office at H-1, Kaushambi Ghaziabad, Uttar Pradesh, India, 201010, through its authorized signatory Mr. **Manish Sharma**duly authorized vide board resolution dated **22.04.2025** (hereinafter referred to as "**EXECUTANT**", which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns) is the absolute and lawful lessee with a clear and marketable title of all the pieces and parcels of leasehold contiguous and developable land admeasuring approx. 41390.13 sq.mt. situated at Plot No -01, Sector Techzone-07, Greater Noida G.B. Nagar (UP), India (hereinafter referred to as the "**Said Land**") more particularly detailed under **Schedule** I hereto attached.

**WHEREAS:**

**A.** The Executant possesses clear, valid, legal possessory rights and entitlements (free from all Encumbrances) of the Said Land.

**B.** The Executant has entered into a Joint Development Agreement dated 5th May, 2025 (hereinafter referred to as **"JDA")** for the purposes of construction and development of a multipurpose project including residential and commercial spaces on the Said Land with Parmesh Construction Company Limited, having CIN: U45201UP1996PLC198063 a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 7th Floor, Tower- C, Bhutani Alphathum, Janpath Marg, Sector - 90, Noida, Gautam Buddha Nagar- 201301, through its authorised signatory Mr. Amit Taneja, duly authorized vide board resolution dated April 21, 2025 ("hereinafter referred to as **"Developer"**).

**C.** In terms of the aforesaid JDA, the Executant had undertaken to execute this Power of Attorney in favour of the Developer for carrying out the intents and objects of the JDA.

*It is hereby understood between the Executant and the Attorney that all the capitalized terms used in this General Power of Attorney but not specifically defined herein shall have the meanings ascribed to such terms in the JDA.*

**NOW KNOW ALL THAT THESE PRESENTS WITNESSETH THAT THE EXECUTANT** hereby nominates, constitutes and appoints Parmesh Construction Company Limited, having CIN: U45201UP1996PLC198063, a company incorporated in India and validly existing under the Companies Act, 2013, and having its registered office at 7th Floor, Tower- C, Bhutani Alphathum, Janpath Marg, Sector - 90, Noida, Gautam Buddha Nagar- 201301 authorizing Mr. Amit Taneja son of

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Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign./Director

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Mr. Baldev Lal Taneja, resident of C-202, H3 Tower, ATS Haciendas, Ahinsa Khand-1, Indirapuram, Aditya Mall, Shipra Sun City, Shipra Sun C, Ghaziabad, Uttar Pradesh- 201014 and / or any other person nominated by the said company from time to time (hereinafter referred to as the **"ATTORNEY"** which expression shall, wherever the context permits, mean and include its directors, authorised employees, authorised representatives, successors, nominees and permitted assigns) as our true and lawful Attorney to do with full authority the following, acts, deeds and things for and on behalf of and in name of the Executant in respect of the Said Land and every part and portion thereof, as per the terms of the JDA:-

1. To enter upon the Said Land and take control and physical possession of the same for the purposes of carrying out the development of the Project.

2. To remain in control of and enjoyment of the Said Land and be responsible for the construction and development of the Project.

3. To decide, manage and undertake the quality, cost, design, layout, aesthetics, construction, implementation, development, Marketing and leasing of the units of the Project at its own cost in consonance with the terms and conditions as set out in the JDA.

4. To sign, apply and follow-up with all the concerned Governmental Authorities on all matters relating to the grant of licenses and Approvals, under the Applicable Law, for and in respect of the Project on the Said Land and as may be generally required under Applicable Law for the development, construction, completion and marketing of the Project on the Said Land, including any renewal, extension, revalidation and/or revision thereof, and to execute, deliver and submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., for and on behalf of and in the name of the Executant, as required from time to time in connection therewith.

5. To sign, execute, deliver and submit all applications, documents, petitions, affidavits, undertakings, declarations, other requisite papers / documents / instruments etc., as may be required in connection with the grant of licenses and approvals under various polices, release of the Said Land from any government proceedings or otherwise, and to generally do all paperwork for the implementation and completion of the Project on the Said Land and generally for the development of the Said Land.

6. To sign, verify, execute, deliver, file, submit and furnish all applications and documents etc. before various concerned Government Authorities, including but not limited to: Greater Noida Industrial Development Authority, Uttar Pradesh Real Estate Regulatory Authority (**"UPRERA"**), Income-tax Department, Fire Department, and all other departments, ministries and authorities of the Government of India and/or the Government of the state of Uttar Pradesh; wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the matters related thereto and/or for the due execution, implementation, construction and completion of the Project.

7. To apply for and obtain all Approvals including but not limited to all licenses, registrations, permissions, sanctions, NOCs from the concerned Government Authorities under the Applicable Law and for that purpose to sign, execute, verify, deliver and file all necessary application, undertaking, agreement, affidavit, bank guarantee, indemnity bond, declarations and/or all other papers and documents as may be required from time to time by the Government Authorities, competent authorities for the development of the Project



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8. To sign, file, submit and obtain lay out plans, building plans, services plans, other plans and / or the revalidation and/or revision thereof and / or to be sanctioned, with any alterations, modifications and additions thereto as the Attorney may desire and deem fit and proper, before the concerned regulatory authorities/Government Authorities as may be required from time to time for the intent and purposes of the JDA and for the due execution, implementation, construction, development and completion of the Project.

9. To apply for and obtain requisite permissions, registrations, approvals, commencement certificate and/or occupation certificate and/or building completion certificate (including part thereof) and any like certificates, NOCs and/or any renewals or extensions thereof, from concerned regulatory authorities/ Government Authorities in relation to the Project on the Said Land.

10. To sign, execute, verify and deliver 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 Government Authorities and to receive back the same and issue valid receipts and to take and give oral and written statements for and on behalf of the Executant before any such Government Authorities or persons whomsoever, as may be required by the authorities concerned from time to time with respect to the Project on the Said Land and for the due execution, implementation, construction, development and completion of the Project.

11. To commence, carry on and complete and/or cause to be commenced, carry out and complete construction work on the part or whole of the Said Land, in accordance with the Approvals and otherwise under the Applicable Law and to enter upon the Said Land and every part and portion thereof, 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 Project on the Said Land.

12. To undertake development of the Project on the Said Land either itself or through contractors/ sub-contractors/ agents and to enter into contracts in relation thereto and 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 on the Said Land and / or for the due execution, development and completion of the Project.

13. To appear and represent Executant before all concerned Government Authorities, government departments, courts, tribunals, and parties as may be necessary in connection with the proper and effective, due development and completion of the Project on the Said Land.

14. To generally do all such acts, deeds and things as may be required to make the Said Land fit and proper for the purposes of due development and completion of the Project.

15. To get the lease deeds or sub-lease deeds of the Units/Saleable Areas, as applicable and other documents executed, verified, delivered and to present the same for registration and admit the due execution thereof before the registering authority or other authorities and to do all acts, deeds and things as may be required for effecting and concluding the sub-lease, in the Project in



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favour of the, prospective customers/sub-lessees. It is further clarified, agreed and confirmed by the Executant that in terms of the JDA, the Executant or its authorized representative have undertaken to sign, execute and deliver and be present in person before the concerned registering authority and / or any other authority for effecting and concluding the sale or sub-lease of Units, as the case may be in the Project in favour of the prospective customers/ sub-lessees, in terms of the JDA.

16. To deal with and correspond 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 Said 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 Said Land and for that purpose to sign all letters, applications, undertakings, indemnities, terms and conditions etc. as may be required by the authorities concerned.

17. To apply for, obtain and receive refund of moneys paid by the Attorney with respect to the Said Land and/or deposit made by the Developer or which may be deposited with the relevant authorities/corporation and to sign receipt for the purpose.

18. To do all marketing, publicity and advertising activities and make advance bookings and to allot the areas/units/spaces on the Said Land as it may deem fit and proper.

19. To collect and receive from the allottees, lessees, or occupants, of the areas/units/spaces in the Project developed on the Said Land, advances, booking amounts, allotment moneys, all or part of the consideration, lease rentals, license fees, charges or price as aforesaid and appropriate the same and/or give proper and lawful discharge for such receipts.

20. To execute from time to time all the agreements/ deeds/ documents on and in any other manner in respect of the areas/units/spaces/ of the Project and also to execute and sign the allotment letters, sub-lease deeds, for the areas/units/spaces on the Said Land, together with proportionate undivided right, share, interest in the Said Land.

21. To execute and sign allotment, lease, sub-lease, license, sub-license, of the areas/units/spaces on the Said Land together with proportionate undivided right, share, interest in the Said Land.

22. To realize rents, fees, issues and other profits and accept surrender of leases and tenancies and to evict all trespassers and unauthorized occupants and tenants in the Said Land/ Project or part thereof.

23. To enter into, make, sign, and do all such contracts, agreements, deeds, mortgages, assurances, instruments and things, as may, in the opinion of the said Attorney be necessary or convenient or expedient for effectually carrying out the purposes and intents mentioned herein.

24. To enter into financing arrangements with financial institutions, NBFC's to facilitate the construction and development of the Project on the Said Land by the Developer and towards all other costs and expenses and payments to be made by the Developer relating to the Project on the Said Land, and to create Encumbrance over the Said Land, subject to Developer obtaining specific permission/approval of the Executant in this regard from time to time.

25. To appear before the concerned Registrar or sub-registrar of assurances or any officer or



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officers for the time being appointed under the Applicable Law relating to registration, to receive deeds, documents, instruments and assurances for registration and to lodge and / or admit execution of all documents and assurances executed, sealed and delivered to and on behalf or in favour of the Executant in relation to the development of the Project on the Said Land.

26. To sign and execute all other deeds, instruments and assurances which the Attorney shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the Project on the Said Land. To deliver formal/physical possession of the areas/units/spaces in the Project on the Said Land to the prospective allottee(s)/ lessee(s)/ licensee(s) etc.

27. To bear and pay all taxes, cess, charges, levies and any other outgoings payable in respect of the Said Land and to further bear and pay all taxes, cess, charges, levies and any other outgoings, including but not limited to, income tax, goods and service tax and value added tax, upon construction and development of the Project on the Said Land in pursuance of the JDA.

28. To sign, verify, file, present, defend and pursue all kinds of suits, writs, applications, affidavits, claims, etc., in respect of the Project on Said 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.

29. To institute, conduct, defend, settle, compromise, appoint an arbitrator or abandon any legal proceeding and other matters, including arbitration concerning (excluding such matters and disputes between the Developer and the Executant) the development of the Project on the Said Land and to appear and act in all courts, original or appellate, and other Government and private offices and 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, as the Attorney shall be advised or thinks proper with respect to the Project on the Said Land and / or for the due execution, implementation, construction, development and completion of the Project.

30. To execute, sign, deliver and register any and all agreements, deeds, documents, instruments etc. by appearing before the concerned Sub-Registrar or any other authority and to admit the execution thereof which the Attorney deems expedient and necessary in its wisdom in relation to Units/Saleable Areas constructed in the Project in accordance with the terms of the JDA.

31. That the Attorney shall be entitled to undertake or implement any of its authorizations provided herein through any of its director or officers and / or any other authorized person(s) and shall have the full and absolute power and authority from time to time to appoint one or more substitute or substitutes to exercise all or any of the powers and authorities hereby conferred upon the said Attorney and to revoke any such appointment and from time to time substitute and appoint any other or others as the said Attorney shall from time to time deem fit and proper and advisable.

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For Parmesh Construction Company Ltd.

Auth. Sign./Director

**AND GENERALLY** the Attorney shall be entitled to generally do all such acts, deeds and things as the Attorney deems fit and proper and which are necessary and incidental for achieving the objectives of JDA in respect of the Said Land even if they are not covered by the aforesaid acts.

**AND,** the Executant hereby agree to confirm and ratify all those legal acts, deeds, matters and things done and/or cause to be done by the Attorney in terms of the JDA, shall be construed as acts, deed matters and things done by the Executant personally as if present and shall be binding on such Executant.

**AND,** we hereby declare that this instrument shall be equally binding on the representatives, nominees, successors, executors, liquidators, associates and assigns of the Executant.

**IN WITNESS WHEREOF**, the Executant has set and subscribed its hand to these presents on the day, month and year as mentioned hereinabove.

| Parties |
| --- |
| **EXECUTANT** YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD. Authorised Signatory<br>**For and on Behalf of Yashoda Super Speciality Hospitals Private Limited** |
| **Accepted by the ATTORNEY Parmesh Construction Company Limited**<br>For Parmesh Construction Company Ltd. Auth. Sign./Director<br>**Through its Authorised Representative** |

## SCHEDULE VI

It has been agreed between the Parties that the Land Owner's consideration entitlement under the Project is 35% (Thirty- Five Percent) of the Net Sales Price collected from the sale of the Saleable Area of the Project. It is hereby agreed that in the event the Gross Sales Revenue of the Project exceeds Rs. 1000,00,00,000/- (Rupees One Thousand Crore only) (Gross Sale Revenue over and above 1,000 Crores shall be referred to as "**Additional Gross Sales Revenue**"), the Land Owner shall be additionally entitled to 40% (forty percent) of the Net Sales Price in relation to the Additional Gross Sales Revenue and the same shall form part of the Land Owner's Consideration.

YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD. Authorised Signatory

For Parmesh Construction Company Ltd. Auth. Sign./Director

रजिस्ट्रार सदर जिला गौतमबुद्धनगर
उत्तर प्रदे

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

Signed for and on behalf of **Yashoda Super Speciality Hospitals Private Limited**

YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.

Authorised Signatory

Signed for and on behalf of **Parmesh Construction Company Limited**

For Parmesh Construction Co. Ltd.

For Parmesh Construction Company Ltd.

Auth. Sign./Director

1. **Triloki Pal**
S/o Sh. Rameswar Pal
R/o Gauri, Siwan, Bihar-841234
UID No. XXXX XXXX 7746

2. **Sunny Chawla**
S/o Sh. M.P. Chawla
R/o C-443, Sector 19, Noida
Voter Id No. ZYH2750982

Sunny Chawla
(Advocate)
Gautam Budh Nagar
UP F 08492 / 13

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www.samreddhi.in
Ph No. 98181 86101
Advocate Sunny Chawla



YASHODA SUPER SPECIALITY HOSPITALS PVT. LTD.

Authorised Signatory

For Parmesh Construction Company Ltd.

Auth. Sign./Director

आवेदन सं०: 202500743058683

बही संख्या 1 जिल्द संख्या 47412 के पृष्ठ 297 से 376 तक क्रमांक 23096 पर दिनाँक 10/07/2025 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रेम प्रकाश सिंह
उप निबंधक : सदर ग्रेटर नोएडा
गौतम बुद्ध नगर
10/07/2025

रजिस्ट्रार सदर जिला गौतमबुद्धनगर • उत्तर प्रदेश •