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Dated – 21.03.2024

## DEVELOPMENT RIGHTS AGREEMENT

BY AND BETWEEN

**SKD ESTATES PRIVATE LIMITED**

*As the "Owner"*

AND

**KARYAN BUILDCON PRIVATE LIMITED**

*As the "Developer"*



Karyan Buildcon Private Limited  
1st and 9th Floors, Ashoka Estate, Barakhamba Road, New Delhi - 110001, India

1st and 9th Floors, Ashoka Estate, Barakhamba Road, New Delhi - 110001, India  
New Delhi | Mumbai | Bengaluru | Hyderabad

For SKD Estates Private Limited

Director

For KARYAN BUILDCON PVT. LTD.

Authorised Signatory



## DEVELOPMENT RIGHTS AGREEMENT

This **DEVELOPMENT RIGHTS AGREEMENT** (“**Agreement**”) is made and executed on this **21<sup>st</sup>** day of March 2024 (“**Execution Date**”), at Ghaziabad.

### **BY AND BETWEEN**

1. **SKD ESTATES PRIVATE LIMITED**,(CIN:U45309UP2022PTC161016) (PAN:ABICS0864N), a company incorporated under applicable laws of India, and having its registered office at C-25, West Model Town, GT Road, Ghaziabad, Uttar Pradesh - 201001, represented jointly through its **Directors Mr. Lalit Chaudhary** S/O Mr. Jagdish Chaudhary and **Mr. Pramod Kumar Bansal** S/O Lt. Sh. Jai Prakash Bansal, duly authorised vide board resolution dated 14.03.2024 (hereinafter referred to as “**Owner**”, which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns);

### **AND**

2. **KARYAN BUILDCON PRIVATE LIMITED**, (CIN:U45309DL2020PTC361289) (PAN:AAICK0035E), a company incorporated under applicable laws of India, and having its registered office at D-49, Second Floor, Defence colony, Delhi-110024, represented through its Authorised Signatory **Mr. Amit Aggarwal** S/O M.K Aggarwal duly authorised vide board resolution dated 04.03.2024 (hereinafter referred to as “**Developer**”, which expression, shall unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and permitted assigns).

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

### **Whereas:**

- A. (i) The Owner is the absolute legal and beneficial owner, with a clear and marketable title of all the pieces and parcels of freehold contiguous and developable land admeasuring **14,277.11 Sq. Meters** (approx. 17,075.84Sq.yrds) situated at revenue village Mehrauli, NH 24, Tehsil & District Ghaziabad, Uttar Pradesh as more particularly described and demarcated in **Schedule - 1** attached hereto (“**Project Land**”). The copy of the Jamabandi, Mutation and Aks Shijra of the Project Landis enclosed herewith as **Schedule – 1A**.

**For KARYAN BUILDCON PVT. LTD.**



**Authorised Signatory**

 **For SKD Estates Private Limited**  
  
**Director**

आवेदन सं०: 202400739025228

## विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

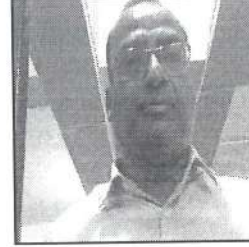
रजिस्ट्रेशन सं०: 3804

वर्ष: 2024

प्रतिफल- 400000000 स्टाम्प शुल्क- 28000000 बाजारी मूल्य - 400000000 पंजीकरण शुल्क - 4000000 प्रतिलिपिकरण शुल्क - 280 योग : 4000280

श्री कार्यान् बिल्डकॉन प्राइवेट लिमिटेड द्वारा  
अमित अग्रवाल अधिकृत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री एम.के अग्रवाल  
व्यवसाय : अन्य  
निवासी: D-49, दूसरी मंजिल, डिफेंस कॉलोनी, दिल्ली-110024

*Amit Agr*



श्री, कार्यान् बिल्डकॉन प्राइवेट लिमिटेड द्वारा

अमित अग्रवाल अधिकृत  
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 21/03/2024  
एवं 12:37:44 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*(Signature)*  
मुखराम सिंह  
उप निबंधक : सदर द्वितीय  
गाजियाबाद  
21/03/2024  
भीमरतन .  
निबंधक लिपिक  
21/03/2024

प्रिंट करें



- B. The Owner has confirmed, represented, and warranted to the Developer that the Project Land is free from any and all Encumbrance (*as defined herein*) and the Owner is seized and possessed of or otherwise well and sufficiently entitled to, and have the absolute and exclusive right thereof, and are in the exclusive physical possession, use, occupation and enjoyment of the Project Land.
- C. The Owner has acquired the Project Land *vide* the title deeds set forth under **Schedule - 2** attached hereto ("**Title Documents**") and is recorded as the owner in possession of the Project Land in the relevant government records including the record of rights (Jamabandi) necessary to establish the title of the Owner.
- D. The Title Documents have been validly executed and are irrevocable, valid, binding and subsisting as of the Execution Date. The Owner hereby confirms, represents and warrants that there exists no facts or circumstances and no event(s) have occurred which render any of the Title Documents as void or voidable, or repudiated or revoked or frustrated, or capable of rescission for any reason directly attributable to the Owner' such as lack of consideration, non-compliance with terms, default, fraud or misrepresentation.
- E. Now therefore, the Parties have agreed to enter into this Agreement, on the express understanding and on the basis of the representation made by the Owner, to undertake the construction, development, marketing, sale, management and servicing of the Project (*as defined hereinafter*) on the Project Land.
- F. The Owner has represented that the Project Land is eligible for FAR of 3.75 (including purchasable FAR of 2.25) as per the norms of the Ghaziabad Development Authority ("**GDA**") for the development of a residential project.
- G. The Parties are desirous of entering into a collaboration for the development of the Project Land, and the Owner has agreed to grant and transfer the exclusive, unencumbered and irrevocable Development Rights (*as defined hereinafter*) over the Project Land in favour of the Developer, and the relying on the representations, warranties, of the Owner in respect of the title of the Project Land, the Developer has agreed to the grant and transfer of the exclusive, unencumbered and irrevocable Development Rights in its favour.

For SKD Estates Private Limited  
  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory

आवेदन सं०: 202400739025228

बही सं०: 1

रजिस्ट्रेशन सं०: 3804

वर्ष: 2024

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

विक्रेता: 1

श्री एसकेडी एस्टेट्स प्राइवेट लिमिटेड के द्वारा ललित चौधरी, पुत्र श्री जगदीश चौधरी

निवासी: 83 सी थर्ड बी, नेहरूनगर, गाजियाबाद

व्यवसाय: अन्य

विक्रेता: 2

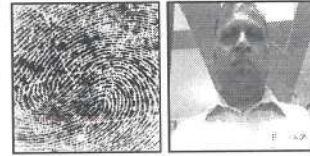


श्री एसकेडी एस्टेट्स प्राइवेट लिमिटेड के द्वारा प्रमोद कुमार बंसल, पुत्र श्री जय प्रकाश बंसल

निवासी: सी-25, वेस्ट मॉडल टाउन, जीटी रोड, गाजियाबाद, उत्तर प्रदेश - 201001

व्यवसाय: अन्य

क्रेता: 1



श्री कार्यान्वयन बिल्डकॉन प्राइवेट लिमिटेड के द्वारा अमित अग्रवाल, पुत्र श्री एम.के अग्रवाल

निवासी: D-49, दूसरी मंजिल, डिफेंस कॉलोनी, दिल्ली-110024

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री देवेन्द्र सिंह यादव, पुत्र श्री त्रिलोक चंद यादव

निवासी: 485, शाहपुर बम्हेटा, तहसील एवं जिला गाजियाबाद, यूपी

व्यवसाय: अन्य

पहचानकर्ता: 2



श्री अविनाश बैसोया, पुत्र श्री श्री. सुभाष चंद

निवासी: ग्राम- सादोपुर, तहसील-दादरी, जिला- जी.बी.नगर, उ.प्र

व्यवसाय: अन्य



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।  
टिप्पणी:मुखराम सिंह.  
उप निबंधक : सदर द्वितीय  
गाजियाबाद  
21/03/2024भीम रतन.  
निबंधक लिपिक गाजियाबाद  
21/03/2024

प्रिंट करें

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:

**1. DEFINITIONS**

For the purposes of this Agreement, (a) terms defined in the description of parties and recitals of this Agreement shall have the same meaning throughout the Agreement; (b) all capitalized words and expressions defined by inclusion in quotation and / or parenthesis anywhere in this Agreement, shall have the same meanings as ascribed to such words and expressions; and (c) the following capitalized terms shall have the meanings ascribed to them in this Clause 1:

- 1.1 “**Applicable Laws**” shall mean any applicable national, state, local or other laws, statutes, regulations, ordinances, rules, bye-laws and includes orders, judgments, decrees, directives, guidelines, policies, requirements or restrictions including any approvals, notifications or any similar form of decisions of any Governmental Authority having force of law, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any competent authority having jurisdiction over the matter in question.
- 1.2 “**Approvals**” shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions, renewals, extensions, registrations and approvals, as may be required from any Governmental Authority or from any other person or under any Applicable Law, as the case may be, for the design, construction, development, marketing, Ownership, management, disposal, transfer and completion of the Project or creating of third party rights and in the Project and shall include licenses, Approval, Pre-Launch Approvals and Post Launch Approvals.
- 1.3 “**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 Delhi and Uttar Pradesh, India.

For SKD Estates Private Limited  
  
  
Director

For KARYAN BUILDCON PVT. LTD.

  
Authorized Signatory



- 1.4 “**Claims**” shall mean all losses, liabilities, claims, charges, actions, demands, damages, penalties, interest, settlement amounts, costs, fees and expenses (including fees and out-of-pocket expenses of legal counsels/ attorney’s, investigators, financial advisors, accountants, consultants and other experts, court costs and other expenses of litigation).
- 1.5 “**Closure of Project**” shall mean and be achieved on the date on which the ‘Occupation Certificate’ with respect to the Project is granted by the concerned Governmental Authority.
- 1.6 “**Common Organization**” shall mean an organization like an association / company / society or any such entity to be formed by the Developer on behalf of the Purchasers of the Saleable Area in the Project.
- 1.7 “**Completion Certificate**” shall mean the completion certificate granted for the Project.
- 1.8 “**Contractors**” shall mean the main contractor, sub-contractors and all other Third Party consultants, suppliers and/or vendors including but not limited to the architect, design consultant, landscape consultant, façade consultant, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, project management consultants, environmental consultant (where necessary), ground investigation engineer, appointed, by or on behalf of the Developer, for the construction, development, sale and Marketing of the Project or the exercise of its Development Rights under this Agreement.
- 1.9 “**Contractor Approvals**” shall mean and refer to the applicable labour laws/ approvals and/or registrations required to be obtained by the contractor appointed by the Developer for the purposes of construction and development of the Project.
- 1.10 “**Development Rights**” shall refer to the right to develop the entire development rights over the entire Project Land, as transferred to the Developer under this Agreement, and shall include (but not be limited to), subject to and in accordance with the terms of this Agreement, the right to:

For SKD Estates Private Limited  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory



- (a) enter upon and take sole possession and control of the Project Land and every part thereof for the purpose of developing the Project and remain in sole possession, control of peaceful enjoyment of the Project Land or any part thereof until the Project is handed over for operation, management, administration and maintenance to the Common Organisation of Purchasers formulated under the Apartment Ownership Act, 2010 or the maintenance agency of the Project, as the case may be, as per then Applicable Laws.
- (b) plan, conceptualize, design, construct, develop, execute, market, and sell the Project.
- (c) appoint architects and structural engineers for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities including layout, aesthetics and landscaping in compliance with the Applicable Laws.
- (d) manage, supervise, and monitor the Project and to oversee the performance of the Contractors in terms of their relevant contracts, through any Person nominated by the Developer or through the appointment of an independent project management consultant.
- (e) launch the Project and issue all relevant marketing material/collateral in such mode as may be deemed fit by the Developer and announce the development of the Project and invite prospective Purchasers for allotment and sale of the Saleable Area and have the unhindered and exclusive right of Marketing the Project.
- (f) enjoy the entire developable FSI and development potential, current or future, on the Project Land.
- (g) appoint, employ or engage Contractors and any other Persons to carry out the development, construction, implementation, design and Marketing of the Project, undertake the sale of the Saleable Area or any other activity in relation to the Project and to pay the wages, remuneration, brokerage and salaries of such Contractors/Persons.
- (h) brand the Project.

For SKD Estates Private Limited  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory



- (i) determine the developments thereon including naming various unit types and buildings to be developed in the Project.
- (j) market the Project through utilization of the brand of the Developer, on all promotional material, print media, tele-media, events, advertisement, etc., relating to the Project.
- (k) issue any press release or make any public statement or other communication about the Project and/or the development.
- (l) allot, sell, transfer or otherwise dispose of or alienate the Saleable Area by way of sale, allotment, or any other recognized manner of transfer and have the sole authority to determine and control pricing of the Saleable Area and car parking spaces to be developed on the Project Land.
- (m) operation and management of the club, either through itself or through any of its affiliates or third party.
- (n) enter into agreements/ builder buyer agreements/ agreement to sell/ sale deeds/ conveyance deeds with Purchasers on such terms and conditions as deemed fit, to receive the full and complete proceeds for the sale of the Saleable Area and give receipts upon receipt of the same.
- (o) enter into arrangement with third party for promotional activity for the Project.
- (p) make payment and/ or receive the refund of all deposits 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 only, in the manner the Developer may deem fit.
- (q) obtain necessary Approvals at the cost and expense of the Developer and renew or modify the said Approvals as per this Agreement or as required under Applicable Law.

For SKD Estates Private Limited  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory



- (r) obtain the Approvals, make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals for the Project including 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 buildings to be constructed on the Project Land and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer.
- (s) 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 buildings on the Project Land.
- (t) surrender any portion of the Project Land falling under the set-back area or under any reservation to the Governmental Authorities in the prescribed manner and to take all necessary steps in that regard and for the benefit of the Project and to make necessary correspondences in this regard.
- (u) create mortgage on the Project Land, Project and/or any part thereof and call upon Owner to execute all documents, mortgage deeds, no objection certificates, declaration, affidavits, powers of attorney, etc. as may be required by the lender to record or create such mortgage.
- (v) 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 including but not limited to brokerage agreements.

For SKD Estates Private Limited  
Director

For KARYAN BUILDCON PVT. LTD.  
Authorised Signatory



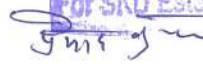
- (w) set up, install and make provision for the various facilities / services at the Project as may be required under the Applicable Laws and/or rules made there under, demarcate the common areas and facilities and the limited common areas and facilities in the Project, as per the lay out plan and to file and register all requisite deeds and documents under the Apartment Ownership Act, 2010 including the deed of declaration.
- (x) 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 in accordance with Applicable Laws and the licences and to receive all benefits, considerations etc. accruing from such maintenance of the Project.
- (y) take appropriate actions, steps and seek compliances and exemptions under the provisions of the Applicable Laws in relation to the Project.
- (z) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing or sale of the Saleable Area to be developed on the Project Land and appear before the jurisdictional sub registrar towards registration of the documents, as envisaged herein and under this Agreement/GPA (*as defined hereinafter*).
- (aa) give receipts and upon execution of the definitive documents in favour of Purchasers, hand over Ownership, possession, use or occupation of the Saleable Area, car parking spaces in the Project, residential premises in the Project and wherever required proportionate undivided interest in the land underneath i.e. the Project Land.
- (bb) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time.

For SKD Estates Private Limited  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory




- (cc) generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement and all acts, deeds and things that may be required for the development, construction and implementation of the Project and for compliance with the terms of this Agreement. and
- (dd) carry out any and all other acts, deeds and things that may be required for the implementation and completion of the Project.
- 1.11 **“Development Risk”** shall mean the occurrence of any of the following events:
- (a) any reduction/ defect/ Third Party claim/ dispute or Encumbrance over the Project FSI, or title, contiguity or possession of the Project Land, and/ or
- (b) any reduction/ defect/ Third Party claim/ dispute or Encumbrance (except any Encumbrance created by the Developer) over the rights, title and/or interest of the Developer in respect of the Project FSI or the Project Land. and/ or
- (c) revocation, cancellation, modification or any other challenge/ impediment to the Agreement/GPA or subsistence thereof for any reasons. and/or
- (d) any revocation, cancellation, modification or any other challenge/ impediment or prejudicial impact on the license. and/or
- (e) unless attributable to any act of the Developer, failure of the Owner to get the Approvals as required under this Agreement and keep the same valid until the Completion Certificate for the Project is obtained.
- 1.12 **“DTCP”** shall mean Department of Town and Country Planning, Uttar Pradesh.
- 1.13 **“EDC”** shall mean the external development charges.

For SKD Estates Private Limited  
  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory



- 1.14 “**Encroachment**” shall in relation to Project, mean any intrusion whatsoever by a Third Party (for the purposes of this definition “**Encroacher**”), whether such intrusion is physical or otherwise, whether the intrusion is by the way of a Claim or any actions of the Encroacher, where such intrusion by the Encroacher, inhibits, affects, impacts, creates impediment or in any other manner whatsoever interferes with the ability of the Person who owns or has rights in relation to the said land or property, to enjoy all the rights, benefits, privileges, entitlements and other interests to the said land or property, together with all liberties, advantages and appurtenances attached to the said land or property. It being understood that anything that in any way impedes the ability of the Developer to construct and develop the Project on the Project Land shall be deemed to be an Encroachment.
- 1.15 “**Encumbrance**” means any Third-Party interest or impediment created pursuant to:
- (a) Encroachment, easement rights, acquisition, attachment, lien, will, exchange, partition, title defect. or
  - (b) memorandum of understanding, development agreement, joint venture agreement, title retention agreement, settlement agreement or any other agreement of any nature whatsoever including any oral agreements or oral arrangements. or
  - (c) legal or regulatory restrictions, mortgage, charge, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, interest, option, commitment, whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of Ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same. or
  - (d) disputes, breach of settlements, Litigation, threatened Litigation, requisition, court injunction, claims.

For SKD Estates Private Limited  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory



and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

1.16 “**Force Majeure**” shall mean any of the following events and circumstances or combination thereof that affects the Project and/or Project Land:

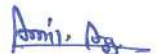
- (a) act of god such as fire, pandemics, epidemics, drought, flood, typhoon, earthquake, epidemics, tornados, landslides, avalanche, tempest, storm or exceptionally adverse weather conditions or natural calamity.
- (b) any order by Governmental Authorities including any order of any authority for temporary lock-down/ shut down of businesses due to any epidemic/ pandemic excluding any Development Risk.
- (c) explosions or accidents, air crashes, act of terrorism.
- (d) strikes or lock outs, industrial disputes, labour unrest etc..
- (e) war and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- (f) shortage or non-availability of cement, steel or other construction/raw material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever. And
- (g) any government/local authority or NGT imposed ban on construction activity and supply.
- (h) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the Subject Plot which renders liable or endangers the health and safety of either Party or the general public.

SKD Estates Private Limited



Director

For KARYAN BUILDCON PVT. LTD.



Authorised Signatory



1.17 “**Governmental Authority**” shall mean any national, state, provincial, local or similar government or governmental department, any regulatory or administrative authority, branch, agency or instrumentality of any government, any statutory body or commission or any regulatory or administrative authority including local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi- judicial body to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law.

1.18 <sup>1</sup>“**Gross Sales Revenue**” shall mean and include all forms of consideration (cash inflows) that are received from the Transfer of all or any part of Saleable Area by way of sale, conveyance or any other form of transfer permissible under Applicable Law, and shall include the following inflows, as may be fixed/ charged by the Developer:

- (a) basic sale price.
- (b) floor rise charges.
- (c) club membership charges.
- (d) charges collected for allotment/ allocation of car parking space.

provided, however, the Gross Sales Revenue shall at all times: (a) be calculated net of taxes other than the tax deducted at source; and (b) commission paid to brokers in relation to the sale of the Units to the Purchaser(s); and (c) shall not include the Pass Through Charges; (d) interest on delayed payments received from Purchasers; (e) amount received as penalty from the Purchasers; (f) forfeiture amount/ earnest money/ cancellation charges. (g) non-refundable deposits received from the Purchasers/ potential Purchasers; (h) all other proceeds accrued/ accruing, directly or indirectly, from the commercial exploitation of the Project. And (i) all other revenue received from the Purchasers or prospective Purchasers of the Project.

1.19 “**IDC**” shall mean Infrastructure development charges.

For SKD Estates Private Limited  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory



- 1.20 “**Litigation**” includes suit or proceedings, of any nature whether civil, criminal, regulatory or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority.
- 1.21 “**Marketing**” (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer in accordance with the terms of this Agreement for (a) sale/ transfer of the Saleable Area in the Project, (b) fixation of price, and (c) the allotment, sale/ transfer or any other method of disposal, transfer or alienation of the Saleable Area and calling for the payments from the Purchasers in relation to the Saleable Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto.
- 1.22 “**Material Adverse Effect**” shall mean any event, occurrence or fact or series of events, occurrences, or facts, that individually or in aggregate, have the effect of completely stopping the Developer from continuing the construction and development of the Project for a period of more than 90 (Ninety) Days.
- 1.23 “**Occupation Certificate**” shall mean the grant of occupation certificate for the buildings/ Projects in terms of Applicable Laws.
- 1.24 “**Pass Through Charges**” shall mean the following collections (under whatever name collected) made by the Developer in relation to the Saleable Area and the construction/ development on the Project:
- (a) all statutory charges, fees, costs, and expenses, which would be collected / recovered from the Purchasers for onward transfer/ deposit to the concerned government authority or association (if any) of the unit/ flat owner or the maintenance agency of the Project, as the case may be.
  - (b) Common Organization formation charges and such other similar statutory charges.
  - (c) payments/ contributions received from the customers towards electricity, water, sewerage, association deposit or any other deposit.

For SKD Estates Private Limited  
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Director

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- (d) refundable deposits received from the Purchasers.
  - (e) advance maintenance charges. and
  - (f) any and all indirect taxes including goods and services tax, any future taxes levied by any Government Authority, stamp duty, registration charges, lawyers' charges etc.
- 1.25 “**Person**” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws.
- 1.26 “**Project Finance**” shall mean any fund or loan, or funding obtained from any financial institution, lender or bank for construction, development related to the Project and/or Project Land.
- 1.27 “**Purchaser(s)**” shall mean and include any buyer, purchaser, transferee, including a purchaser in default, assignee, transferee, applicant, whether an individual, corporate or otherwise, for any Unit or other part of the Saleable Area of the Project.
- 1.28 “**RERA**” shall mean the Real Estate (Regulation and Development) Act, 2016 read with the UP-RERA Rules, as amended from time to time.
- 1.29 “**Project**” means the residential real estate project to be constructed and developed on the Project Land, in accordance with the Approvals obtained in terms of Applicable Laws and this Agreement.
- 1.30 “**Saleable Area**” shall mean and include all the units including proportionate share in the common areas and facilities at the Project and all construction/development in the Project including the residential area, commercial area, car parking spaces, other amenities etc.
- 1.31 “**Third Party**” or “**Third Parties**” shall mean any Person other than a Party.
- 1.32 “**Transfer**” shall mean the sale or any other mode of conveyance of the Saleable Area to a Purchaser.

For SKD Estates Private Limited  
  
  
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1.33 “UP-RERA” shall mean the real estate authority set up under the Real Estate (Regulation and Development) Act, 2016 read with the Uttar Pradesh Real Estate (Regulation and Development) Rules, as amended from time to time.

## 2. INTERPRETATION

In this Agreement, unless the contrary intention appears:

- (a) any reference to any statute or statutory provision shall include:
- (b) all subordinate legislations made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated); and
- (c) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement);
- (d) any reference to the singular shall include the plural and vice-versa;
- (e) any references to the masculine, the feminine and the neuter shall include each other;
- (f) any reference to any clause or schedule or annexure or exhibit is to such clause of or schedule to or annexure to or exhibit to this Agreement. The schedules, exhibit and annexures to this Agreement forms an integral part of this Agreement;
- (g) references to this Agreement shall be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time, in writing;
- (h) the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the entire clause (not merely the subclause, paragraph or other provision) in which the expression occurs;

For SKD Estates Private Limited  
  
Director

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- (i) each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
- (j) headings to clauses, parts and paragraphs of schedules and are for convenience only and do not affect the interpretation of this Agreement;
- (k) the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (l) all the recitals to this Agreement form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly; and
- (m) all references to “day” or “days” shall mean reference to calendar day(s), unless clearly stated as Business Day(s).

### 3. PURPOSE

This Agreement sets forth the terms and conditions with respect to the (a) transfer of Development Rights by Owner over the Project Land, in favour of the Developer, for the consideration stated in this Agreement; and (b) the *inter se* rights and obligations between the Parties in relation to the implementation of the Project.

### 4. TRANSFER OF DEVELOPMENT RIGHTS

- 4.1. On and from the Execution Date, the Owner hereby irrevocably grants and transfers the Development Rights for the Project Land, to the Developer, on an exclusive basis along with all ancillary and incidental rights that are necessary and/or required by the Developer to construct, develop, manage, undertake, co-ordinate, implement, market and sell the Project, and the Owner hereby authorizes and empowers the Developer to develop the Project Land.

For SKD Estates Private Limited  
  
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- 4.2. The Project shall be developed in accordance with the Applicable Laws. The Developer is solely entitled to implement and develop the Project and shall have all the rights to decide, manage and undertake the quality, cost, design, layout, aesthetics, construction, implementation, development, marketing and sales of the Project (*including the units and other Saleable Area*) at its own costs and expenses, as per the terms and conditions of this Agreement.
- 4.3. Simultaneous with the execution of this Agreement, the Owner has handed over the possession of the Project Land to the Developer and the Owner agree that the Developer shall have the unfettered right to enter the Project Land, directly or through its associates, nominees, Contractors and/ or partners, and to do all such acts and deeds required and/ or necessary for exercising the Development Rights and for the implementation and development of the Project.
- 4.4. As of the Execution Date, the Owner has transferred all their rights in relation to the Project to the Developer. The Owner shall, from time to time, execute such further documents and do all such acts, as may be required by the Developer, in its sole discretion, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder. The Owner agrees and covenants not to do anything or permit any third party to do anything, directly or indirectly, which may affect, jeopardize or frustrate the objective of this Agreement or adversely affect the Development Rights or any other rights and interests of the Developer in the Project and/or the Project Land, in any manner whatsoever.

## 5. POWER OF ATTORNEY

- 5.1 Simultaneously with the execution and registration of this Agreement/GPA, the Owner has given a general power of attorney in favour of the Developer in respect of the Project Land and Project, *inter alia*, 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 the Purchasers. The Developer shall be entitled to appoint one or more of its authorised representatives for the exercise of any or all of the powers and authorities under this agreement/GPA.
- 5.2 The Owner agrees and undertakes that, this agreement/GPA is irrevocable.

For SKD Estates Private Limited  
  
Director

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- 5.3 The Developer will be entitled to use and rely upon this agreement/GPA for the purpose of exercising its rights and entitlements under this Agreement. The Developer shall exercise all the authorities granted in accordance with the terms set forth under this Agreement/GPA.
- 5.4 In the event, this agreement is impacted in any manner whatsoever, the Ownershall immediately cure/ remove/ rectify the said impact in a manner that the rights and entitlements of the Developer under this Agreement continue to be in effect as if such impact on the GPA has not occurred. In the event, this agreement/GPA is impacted in any manner whatsoever and the Owner fail to get the same cured/rectified as aforesaid, then without prejudice to other rights of the Developer under this Agreement and the Applicable Laws, the Developer shall have the right to withhold, the Owner Consideration and recover damages from the Owner, from the date the impact on agreement/GPA has occurred and till such time the said impact to thisagreement/GPA is rectified/ mitigated in the aforesaid manner.

**6. APPROVALS**

**6.1 Building Plans Approvals**

- 6.1.1 The Owner has represented to the Developer that the existing basic FAR is 1.5 and (FAR of 2.25 or above can be purchased), the owner further agrees to assure /assist the developer in procuring additional FAR 2.25 or above for use over the Project Land (“Total FSI” / “Total FAR”), which shall be utilized by the Developer for the purposes of construction and development of the Project on the Project Land as per applicable laws and all the costs,expenses and charges incurred in acquiring /obtaining the additional FAR on the project land shall be paid and borne by the developer.
- 6.1.2 The Developer shall prepare and execute a master plan for the purposes of construction and development of the Project on the Project Land pursuant to Approvals as per Applicable Laws.

For **SKD Estates Private Limited**  
  
 Director

For **KARYAN BUILDCON PVT. LTD.**  
  
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6.1.3 The Developer shall have the right to revise the building plans for the Project on the Project Land, as per its own expertise and design policies, for development of the residential colony using the Total FSI in such manner and in its sole discretion as the Developer may deem proper and appropriate. In addition, in the event, the relevant Governmental Authority proposes any amendments to the drawings/ plans prepared and submitted by the Developer, the Developer shall have the right to revise its drawings/plans and reapply for approval of the same.

**6.2 Pre-Launch Approvals for the Project**

6.2.1 The Parties agree and acknowledge that, the approvals as set forth in **Schedule - 3** hereto, are required to be obtained/ revised for the purposes of construction, development, marketing and sale of the Project (together referred to as "**Pre-Launch Approvals**"). Such Pre-Launch Approvals shall be obtained by the Developer at its own cost and in accordance with and as per the drawings, specifications and designs prepared by the Developer. The Owner shall provide all reasonable assistance required by the Developer for the purpose of obtaining such Pre- Launch Approvals on a no-recourse basis.

6.2.2 The Developer shall have the right to appoint a third party advisor / consultant for obtaining the Pre-Launch Approvals. The costs, expenses and charges for obtaining the Pre-Launch Approvals shall be incurred and borne by the Developer and shall be paid directly to the concerned Governmental Authority.

6.2.3 The Owner shall provide reasonable assist to the Developer and its advisor/ consultant in obtaining all the Pre-Launch Approvals, in the name of the Developer and at the costs and expense of the Developer. The said Pre-Launch Approvals shall be obtained by the Developer in accordance with and as per the drawings and designs prepared by the Developer as per the applicable building regulations.

For SKD Estates Private Limited  
Director

For KARYAN BUILDCON PVT. LTD.

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**6.3 Post Launch Approvals for the Project**

For obtaining of all approvals / further approval / sanction / permission, in addition to the license and Pre-Launch Approvals as detailed in **Schedule - 4** hereto ("**Post Launch Approvals**"), the Developer shall have the right to appoint a third-party advisor / consultant for obtaining the Post Launch Approvals. The costs, expenses, and charges for obtaining the Post Launch Approvals shall be incurred and borne by the Developer and shall be paid directly to the concerned Governmental Authority. The Owner shall assist the Developer and its advisory/ consultant in obtaining of all the Post-Launch Approvals. It is hereby clarified that the obligation for obtaining such Post Launch Approvals is solely that of the Developer, which shall do so at its own cost.

**6.4 License and Contractor Approval**

6.4.1 The Developer shall ensure that the license, and the building plan Approvals are valid, subsisting and is in full force and effect till the Closure of Project and the Owner shall provide reasonable assistance in achieving the same. It is being clarified that the Developer shall adhere to the compliances in relation to each of the license, and the building plan Approval at all times.

6.4.2 The Contractor Approvals shall be obtained by the Contractor appointed by the Developer for the Project. It shall be the responsibility of the Developer to ensure, at its own cost, that all Contractor Approvals are valid and subsisting till the completion of the Project.

**6.5 Renewal of License & Approvals for the Project**

6.5.1 All Approvals (save and except for the license) in respect of the Project shall be renewed and maintained by the Developer until the date the Occupation Certificate of the Project is obtained.

6.5.2 The Owner shall assist the Developer and its consultants in the renewal, modification and extension of all Approvals for the Project, for and on behalf of the Project (as applicable) from the relevant Governmental Authority on or before expiry of the relevant Approval, at the cost and expenses of Developer.

For SKD Estates Private Limited



Director

For KARYAN BUILDCON PVT. LTD.



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6.6 The Parties wherever applicable undertake to sign all application, undertakings, documents, affidavits, etc. as may be required by the Governmental Authorities from time to time in connection with obtainment/ renewal/ modification of the Approvals and make available all information and details and ensure presence of its authorized signatory whenever required for obtaining and renewing the Approvals. The Parties shall act in good faith and take all possible steps and measures to implement the process of obtaining the Approvals.

6.7 The Developer hereby agrees to undertake all of the obligations under this Agreement in a manner that the Project is compliant with RERA at all times.

## 7. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

7.1 The Developer shall be solely entitled to construct, develop and launch the Project in such manner and phases as it may deem appropriate, by utilizing the Total FSI in the manner as may be structurally and commercially feasible, at the discretion of the Developer. The Developer may, in its sole discretion, undertake the construction and development of the Project in one or multiple phases as per the master plan, Approvals and in compliance with Applicable Laws, and subject to the fulfilment of each of the below mentioned conditions, to the sole and complete satisfaction of the Developer:

- (a) There exists no Development Risk and all the representations and warranties of the Owner under this Agreement, remain true and correct;
- (b) The Owner is not in breach of any of their covenants or obligations under this Agreement; and
- (c) all Approvals required for the launch of the Project in accordance with the Applicable Laws have been obtained.

7.2 The Project shall be designed, constructed, developed, implemented, Marketed, sold, driven and executed solely by the Developer, either through itself or through its development managers, Contractors and/ or such other Persons that it shall appoint at its sole discretion, without any protest, demur or objection by the Owner. The Developer shall be solely entitled to:

For SKD Estates Private Limited  
  
Director

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- (a) select the construction materials, method of construction, equipment to be used for construction and other related techniques of construction, etc. including selection of contractors and other relevant third-party service providers;
- (b) determine the design, layout, quality, cost, aesthetics, landscaping, facilities, amenities and architecture of the Project; and
- (c) to do all such things as it in its sole discretion deems appropriate in relation to the Project and the Ownershall not interfere with the same.

7.3 The Developer shall have the sole right to decide and appoint Contractors or an architect for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities.

7.4 The Developer shall be entitled to construct such amenities on the Project Land including community centre, club and other general facilities as may be deemed appropriate by Developer in accordance with Applicable Law and terms of the Approvals, building plan, etc. The Developer may construct such amenities by utilizing a portion of Total FSI, as may be deemed appropriate by the Developer.

7.5 The calculation of the carpet area and the Saleable Area of the Project as per the relevant Approvals, shall be at the sole option and discretion of the Developer.

7.6 **Additional FAR**

In the event, the relevant Governmental Authority allows for any additional FAR (i.eb in addition to the Total FSI) in respect of the Project Land, at any time after the Developer has submitted the relevant drawings for the building plan Approval, then the said additional FAR may at the sole discretion of the Developer be applied for and be loaded on the Project. The costs and expenses in relation to the same shall be borne solely by the Developer.

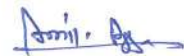
8. **PROJECT FINANCE AND MORTGAGE**

For GND Estates Private Limited

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Director

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- 8.1 The Developer shall be entitled to raise Project Finance and create mortgage and/ or create a charge on the Project Land, the current and future constructed area on the same and/or on its Development Rights by way of a mortgage by deposit of title deeds or any other form of mortgage / charge to raise Project Finance. The Project Finance so raised by the Developer shall be used solely for the purposes of construction and development of the Project and the Owner shall not have the right to decline or reject any such financial arrangement.
- 8.2 The Developer shall, at its own cost and expenses, be entitled to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said mortgage on the Project Land and current and future construction on the same, including to deposit/ handover the original Title Deeds of the Project Land, as may be required.
- 8.3 If required by the lending banks/ financial institutions/ entity under any financing and security documents entered into with the banks/ financial institutions/ entity availed for Project Finance by the Developer, the Developer shall also be entitled to make the Owner a party to the agreements/documents executed for such Project Finance. In such an event, the Developer shall share the lending documents with the Owner, however, the Owner shall not have any right whatsoever to decline or reject the execution of lending documents and/ or the Project Finance.
- 8.4 The Developer shall be responsible to service all obligations and repay any and all amounts due or payable to the lending banks/ financial institutions/ entity under any financing and security documents entered into with the banks/ financial institutions/ entity availed for Project Finance. Subject to there being no Development Risk and the Owner not in breach of their obligations under this Agreement, the Developer shall ensure repayment of all amounts payable to the lending banks/financial institutions/entities, prior to such lending banks/ financial institutions/ entities enforcing the mortgage of the Project.

For SKD Estates Private Limited  
Director

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- 8.5 Without prejudice to the generality of the foregoing, it is clarified that, the Owner has given their express approval under this Agreement, the GPA to the Developer to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said mortgage/charge on the Project Land. In addition to the above, the Owner undertakes to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. and do all such acts, deeds and things as may be required by the Developer to create the said mortgage / charge (as contemplated in this clause) on the Project Land, forthwith on being requested by the Developer and also make requisite filings of the charge at the registrar of companies.
- 8.6 The entitlement of the Developer to mortgage / create charge on the Project Land and the current/ future construction on the same and its Development Rights in the manner stated above, shall be without the requirement of any permission/approval/consent of the Owner.

**9. HANDOVER OF DOCUMENTS**

Simultaneous with the execution hereof, all original Title Documents, shall be deposited with, by the Owner with the Developer. The originals of all Approvals and sanctions for the construction/ development of Project, obtained from time to time, shall remain in the custody of the Developer. Until such time the construction and development of the Project on the Project Land is underway, the Developer shall have a charge on the Project Land and all Title Documents will be in its custody as security towards amounts paid by it to the Owner.

**10. MARKETING, BRANDING AND SALE OF THE PROJECT**

- 10.1 The Parties agree that the Developer shall have the exclusive right and entitlement of Marketing and branding the Project and the Saleable Area. All the decisions regarding the Marketing (including branding, pricing, sales, product mix, advertising, promotions) and all other decisions pertaining to the Project shall be taken by the Developer alone.
- 10.2 All the Marketing and sales collaterals, signboards, billboards, promotional materials, communication materials, brochures, agreements & allotment documents to be executed with the prospective Purchasers and all correspondences with such Purchasers of the Saleable Area shall contain the logos of Developer.

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**Director**

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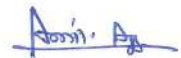
- 10.3 The Developer shall solely be entitled to determine the name of the Project (“Project Name”).
- 10.4 The Developer shall be entitled to launch, brand and Market/ sell/ Transfer the Saleable Area under the Project in such number of phases as he deems appropriate in its sole discretion.
- 10.5 All advertisement rights shall vest absolutely with the Developer including its timing, format etc. 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 with all Applicable Laws. The layout of the components of the advertisement/ Marketing materials etc. shall be in such formats as may be decided by the Developer.
- 10.6 The Parties agree that the Developer shall solely have the right to determine whether its own contact details (address, phone numbers etc.) would appear on all Marketing and selling materials or the details of the Developers’ Affiliates/ partners.
- 10.7 The Developer shall have complete control over determination of the Marketing plans for the Project. The Developer shall accordingly prepare a Marketing plan for the Project taking into account the stage of development of the Project, the schedule of development of the Project, market conditions, minimum price of sale or Transfer of units, payment plans and schedules and terms of agreements to be entered into with the Purchasers.
- 10.8 The Developer shall have the right to receive and recover the entire Gross Sales Revenue and Pass Through Charges from such Purchasers/ prospective Purchasers.
- 10.9 The Developer, have the right to prepare all documents and agreements which would be signed by/ with the Purchasers for the entire Saleable Area at the Project, including but not limited to, application forms, provisional/ final allotment letters, apartment/ unit buyer agreements, agreement to sell, sale/ conveyance deeds/ lease deeds, license agreements, maintenance agreements and others as the Developer may consider appropriate. The Developer shall negotiate and finalize the terms of all such sales, leases, and licenses with the Purchasers.

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Director

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10.10 The Developer shall be entitled to sign/ execute/ issue the same for itself and on behalf of the Owner (deriving authorizations from this Agreement/GPA). In the said Purchaser documentation, the Developer shall give all such representations to the Purchasers that have been represented by Owner to the Developer under this Agreement in relation to the Project Land.

## 11. CONSIDERATION

11.1 The Developer has agreed to pay an adjustable deposit equivalent to **Rs. 2,00,00,000/-** (Rupees Two Crore only) ("**Adjustable Deposit**") shall be released to the Owner on Execution Date simultaneous and registration to *execution and issuance of this Agreement/GPA*.

11.2 Subject to adjustment of the Adjustable Deposit, it has been agreed between the Parties that, the Developer shall pay to Owner, **10%** of the Gross Sales Revenue or **Rs. 40,00,00,000/-** (Rupees Forty Crore only) whichever is lower generated from the Saleable Area, as consideration towards grant of *Development Rights under this Agreement ("Owner Consideration")*. The Owner Consideration is an all-inclusive, excluding any indirect taxes (for e.g GST etc.) whichever is applicable on the date of execution of agreement or may be applicable in the future till the completion of the project. The Owner shall be solely responsible for all direct of any nature on the Owner Consideration and for bearing all liabilities for income tax, as may be applicable and levied in relation to the Owner Consideration.

11.3 The Developer shall deduct applicable TDS on the Owner Consideration and deposit the same with the relevant tax authorities as per Applicable Laws and promptly provide the TDS deposit challans to the Owner.

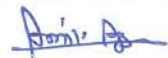
11.4 In the event, (a) there exists a Development Risk, or (b) the Owner fails to comply with any of their obligations set forth under Clause 13 of this Agreement such that there is a Material Adverse Effect on the Developer and/or the Project, then, the Developer shall have a right to hold the Owner Consideration till such time the aforesaid is rectified, or adjust the costs and expenses incurred by the Developer from the Owner Consideration in the event the Developer decides to step-in and rectify such breach of the Owner' obligation under this Agreement.

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11.5 All balance amounts generated from Gross Sales Revenue from the Saleable Area after payment the Owners Consideration shall be to the account of the Developer.

## 12. COLLECTIONS

12.1 The amounts in the Project Account and Other Account shall be used in accordance with RERA.

12.2 The amounts payable to Owner towards the Owner Consideration, shall be deposited in the Owner Designated Bank Account as detailed under Schedule - 5.

## 13. COVENANTS AND OBLIGATIONS

13.1 **Covenants and obligations of the Owner.** In addition to the covenants and obligations set forth in other parts of this Agreement, the Owner hereby further undertakes and covenant to comply with the below mentioned obligations at the developer cost:

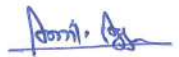
- (a) The Owner shall get this Agreement/GPA registered with the relevant sub-registrar of assurances and handover originals of the same to the Developer.
- (b) On the Execution Date, the Owner shall hand over the vacant and peaceful possession of Project Land to the Developer.
- (c) The Owner shall ensure that there exists no Development Risk till the Closure of Project and shall keep the Project and the Project Land free from all Encumbrances (other than any Encumbrance created as a consequence of this Agreement) till the Closure of Project.

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- (d) Developer shall have all the rights to have its name recorded/mutated in the revenue records and all other records maintained by the government authorities as development rights holder and possession holder of the Project Land and Project in accordance with the terms hereof. The Owner shall provide all assistance and execute all such documents that may be required by the Developer *inter alia* for recording/ mutation of the Developer's name in the government records and any other records as may be required by Developer.
- (e) The Owner shall ensure that, the Total FSI is not reduced other than any reduction caused by the Developer at the time of preparation of drawings for revision of building plans.
- (f) The Owner shall not, at any time on or after the Execution Date and during subsistence of the Agreement, 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 Encumbrance in or over or in relation to the Development Rights, the Project or the Project Land.
- (g) The Owner shall ensure that during the subsistence of this Agreement, no Person, acting under or through it or on its instructions, does any act of commission or omission that: (I) interferes with or causes any obstruction or hindrance in the exercise of the Development Rights by the Developer; or (II) whereby the grant of the Development Rights or the rights of the Developer in respect of the Project Land is prejudicially affected.
- (h) The Ownershall always act in the best interest of the Developer and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.
- (i) The Owner shall ensure that all the representations and warranties contained in this Agreement are true, correct and accurate as on the Execution Date. The Owner shall ensure that all the representations and warranties contained in this Agreement continue to be true, correct and accurate till the time the Completion Certificate for the Total Project is obtained, other than due to a consequence of this Agreement.

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- (j) The Owner shall handover and cause the release of originals of all the Owner Title Documents as per this Agreement to the Developer.
- (k) The 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.
- (l) The Owner further agrees to execute, as may be required by the Developer, from time to time, all applications, affidavits, plans or other documents and furnish all relevant information in respect of the Project Land, Project as the Developer may request from time to time.
- (m) The Ownershall comply with all the terms, conditions and its obligations contained in the Agreement in a time bound manner without any delay or demur.
- (n) The Owner shall furnish to the Developer, with all necessary and relevant information, Approvals and data in possession of the Owner or which may readily be obtained by the Owner but not by the Developer, and which is reasonably required by the Developer during the course of development of the Project.
- (o) The Owner shall ensure that no electrical line, sewage line, water pipe, etc. or any kind of line/pipe of any nature whatsoever, belonging to other projects and land parcels not forming part of the Project, shall pass through the Project Land or adjacent to it.
- (p) The Owner shall ensure that the Project Land shall not form part of any right of way, passage, access road, etc. and no Person shall have any easement right over the Project Land.
- (q) Provide access to and from the Project Land and such access to the residential Project Land shall never be hindered or interrupted in any manner.

For SKD Estates Private Limited



Director

For KARYAN BUILDCON PVT. LTD.




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- (r) The Owner shall forthwith provide the Developer, the notice of any litigation or investigation in connection with or having an impact on the Project Land and/or the Project, of which the Owner becomes aware. In the event, the Owner receives any communication, notice in relation to or threatening to commence/initiate any insolvency proceeding against either of the Owner, 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 or have an impact on the Project Land or the Project, it shall within 1 (one) day of receipt of the said communication, correspondence, notice, demand, share it with the Developer.
- (s) All previous and existing liabilities (including towards the government, tax authorities, parties claiming any interest in the Project Land/ development etc.) relating to the Project Land and the Project shall be borne by the Owner including but not limited to any litigations that arise due to any acts or omissions of the Owner, and the Owner represents that no liabilities are existing in relation to the aforementioned stakeholders as the Execution Date.
- (t) Upon the transfer of all flats/ units in the Project and upon formation of the Common Organisation comprising of the Purchasers of the Project, Owner shall do all such acts, deeds and things as may be required by the Developer for the purposes of handover of the entire charge of the Project with respect to the maintenance of the Project including conveying/transferring the underlying Project Land, and if so required under the Applicable Laws, and Owner hereby give their irrevocable consent for handing over the originals of all Owner Title Documents, Approvals and any other relevant document essential for it to perform its functions.

**13.2 Breach of obligations and covenants of the Owner and Developer's Step-In Rights.**

- (u) The Owner hereby unconditionally and irrevocably agrees and acknowledges that, the Owner shall assume unconditionally and without any limitation, all Claims arising out of, in relation to or emanating from the breach of its covenants and obligations under this Agreement including as set forth in Clause 13.1 above.

For SKD Estates Private Limited  
  
Director

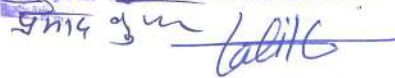
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- (v) The Owner agrees and covenants that, in case of occurrence of breach of any of the covenants and obligations of the Owner (“**Risk Event**”), the Owner shall ensure that the same is rectified within a period of 60 (Sixty) days from the date of occurrence of such Risk Event (“**Cure Period**”) or such other time period as may be mutually agreed to between the Parties, to the reasonable satisfaction of the Developer. Any cost and expense required to be incurred, to cure/ mitigate/rectify the Risk Event, shall be borne by the Owner.
- (w) In case the Owner is unable to cure/ mitigate/ rectify Risk Event within the Cure Period, then notwithstanding anything else stated herein, the Developer, at its sole option and discretion, shall be entitled to step-in and undertake all such acts, deeds and things in order to cure/mitigate/ rectify the said Risk Event to its satisfaction, at the cost and expense of the Owner. Further in such an event, if the Owner fails to bear the said costs, expenses and liabilities, then the Developer shall have the right (but not an obligation) to bear the said costs (including consultant’s fee) and claim reimbursement of the same along with applicable taxes from the Owner by issuance of a written notice (“**Risk Demand Notice**”) along with relevant documents evidencing such payments.
- (x) The Owner shall make payment of the amounts set forth under the Risk Demand Notice before expiry of 15 (fifteen) days from the date of Risk Demand Notice on the defaulted amount for the entire period of delay, as delay penalty. Further, the Developer shall be entitled to adjust the said amounts including applicable taxes from any amounts payable to the Owner under this Agreement including Owner Consideration and/or the Adjustable Deposit.

13.3 **Covenants and obligations of the Developer.** The Developer shall, subject to there being no Development Risk or breach of any covenants, representation and warranties by the Owner, undertake and covenant to comply with the below mentioned obligations at its own costs and expenses:

- (a) Developer shall bear the entire cost of construction of the Project.
- (b) Developer shall carry out construction on the Project in accordance with the terms of RERA and the Approvals.

For SKD Estates Private Limited  
  
Director

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- (c) Developer shall complete the construction and development of the Project within the timelines provided in the relevant registration obtained from RERA and such extensions as may be granted by RERA.
- (d) The Developer shall ensure that the Gross Sales Revenue is collected only in the Collection Escrow Account and shall be utilized strictly in accordance with the account mechanism provided under Clause 12 hereinabove.
- (e) Save and except provided otherwise in this Agreement, the Developer shall be liable to make all payments to such Contractors and pay all taxes with respect thereto in respect of the Project, as applicable from the Execution Date hereof.
- (f) Developer shall provide to the Owner viewing rights of the Collection Escrow Account, Project Account and Other Account.
- (g) Developer shall ensure that the contract/ agreement executed by the Developer with the Contractor(s) appointed by the Developer for the construction of the Project, shall provide for the Contractor to ensure compliance with the Contractor Approvals, applicable labour laws and safety regulations.
- (h) Developer shall ensure the timely payments of cost and fees for obtainment of Approvals, as set forth in this Agreement.
- (i) Developer shall ensure compliance with the government policy/notification as applicable from time to time in respect of construction and delivery of EWS Units, as per the Approvals.

#### 14. REPRESENTATIONS & WARRANTIES

14.1 Each Party hereby represents, warrants and undertakes to the other Parties that:

- (a) it is duly incorporated/ organised and existing under laws of the jurisdiction of its incorporation or organisation;

For SKD Estates Private Limited  
  
Director

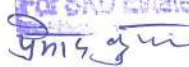

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- (b) it and its representatives have the power and authority to execute, deliver and perform this Agreement and any other deeds, documents or agreements, contemplated hereunder or pursuant hereto (the “**Other Documents**”) and upon execution and delivery, this Agreement shall constitute a legal and binding obligation on it, which shall be enforceable against it in accordance with its terms;
- (c) all actions including the corporate actions necessary for the authorisation, execution and delivery of, and the performance of all obligations, under this Agreement, have been duly taken and obtained and the same are valid and in full force and effect;
- (d) the execution, delivery and performance of this Agreement and/or Other Documents by it and the transactions contemplated hereby will not (i) violate any provision of its organisational or governance documents or constitutional documents; (ii) require any consent, approval or action of any Governmental Authority; (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (iv) violate any order, judgement or decree against or binding upon such Party or upon its securities, properties or businesses; or (v) violate any Applicable Law; and
- (e) there are no legal, quasi-legal, administrative, other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against it which may prejudicially affect the due performance or enforceability of this Agreement and/or Other Documents or any obligation, act, omission or the transaction contemplated hereunder.

14.2 In addition to the representations and warranties provided by the Owner elsewhere in this Agreement, the Owner further represents and warrants to the Developer that:

- (a) the information specifically set forth in this Agreement (including all information set forth in the Recitals) are true, correct, accurate and complete in all aspects;

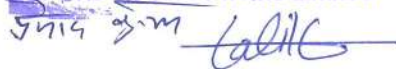
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Director

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- (b) the Owner is the absolute owner of, and have good, valid, clear and marketable title to the Total Land, with unencumbered, unrestricted and uninhibited right of alienation over the Project Land and there is no impediment on the Owner to enter into this Agreement and perform the transaction contemplated hereunder;
- (c) all the prior title deeds in relation to the Project Land including but not limited to sale deeds/ exchange deeds in relation to the Project Land through which the Owner acquired the title to the Project Land have been duly executed, stamped and registered and are legal, valid and subsisting;
- (d) The consideration that was payable to the respective erstwhile sellers by the Owner and/or its affiliates under the title deeds, through which the Owner acquired the title to the Project Land, has been duly paid by the Owner and received by the respective erstwhile sellers and the said deeds are binding on the respective erstwhile sellers;
- (e) All the title deeds through which the Owner acquired the title to the Project Land, are in possession and custody of the Developer;
- (f) If any portion of the project land, beyond the scope of section 143 of U.P.Z.A.L.R Act, 1950 and section 80 of the Revenue code, 2006 is not accurately and properly purchase or mutated in the name of the Owner in the relevant revenue records, the owner is obligated to purchase the unpurchased land as specified in **schedule -1** and also rectify or properly mutate the unmutated land on earliest basis.
- (g) the Owner are in the actual unfettered physical vacant possession of the Project Land, and the same is duly bound and demarcated and there is no encroachment on the Project Land by any third party whatsoever;
- (h) the Owner have not received any notice or other written communication from any Person (including any governmental authority having jurisdiction) in relation to the Project Land including in relation to the Owner right, title or interest over the Project Land or to the best of Owner knowledge threatening a suspension, revocation, modification or cancellation of any consent required or appropriate to use or occupy the Project Land;

For SKD Estates Private Limited



Director


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- (i) the Project Land is not subject to any order, notification, award, proceedings, etc. under applicable land acquisition legislations and the Owner have not received any notice or intimation in relation to any acquisition proceedings;
- (j) there are no encroachments, trespassers, tenants, occupants nor have any rights been created, granted or allowed in favour of any Third Parties, including a right of way or any easement right, in and passing through the Project Land or any part thereof, either by way of an agreement or court order or in any manner whatsoever;
- (k) the Owner are not in default of any approval which was granted to the Owner and no notice of any such default has been received by the Owner from any Governmental Authority;
- (l) there are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other Governmental Authority, preventing or restricting the undertaking of any development on the Project Land or any part thereof;
- (m) the Project Land is not nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones/national conservation zone or any notified area/zone which prevents, prohibits or restricts the development / construction on the Project Land, in any manner and no notice has been received from any Governmental Authority in this regard;
- (n) neither the Project Land nor any part thereof is reserved for any public use or purpose and/ or included in any public scheme of any Governmental Authority or any other public body, and the Project Land is not affected by any development plan reservation and there are no impediments, prohibitions or restrictions upon the present or future development of the Project Land including any restriction on the height of buildings/ structures on the Project Land as contemplated herein;

For SKD Estates Private Limited  
  
Director

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- (o) the Project Land is vacant, and contiguous;
- (p) the Project Land nor any part thereof forms part of any road/ rasta (including any panchayat road/ rasta/ private rasta) or has any road/ rasta (including any panchayat road/ rasta /private rasta) passing through it or affecting the contiguity of the Project Land in any manner;
- (q) the Project Land nor any part thereof forms part of any grave, temple, architectural monument or has any nallah, high tension wire or gas/ oil pipeline passing through it, nor is it or ever has been utilised for any religious purpose;
- (r) there are no electrical line, sewage line, water pipe, etc. or any kind of line/pipe of any nature whatsoever, not belonging or forming part of the Project, passing through the Project Land;
- (s) the Owner are not nor have been in breach or in violation of any land ceiling legislations under Applicable Law, in relation to the Project Land and no proceedings is pending in relation thereto;
- (t) there is no covenant, restriction, burden or stipulation affecting the Project Land which conflicts with its present use or the intended use in terms of this Agreement or affects its value;
- (u) the Owner or the prior sellers have (I) not entered into any agreement to sell, development agreement, collaboration agreement or any other agreement for selling, transferring, disposing off or creating any right either in the whole or in any part of the Project Land with any Third Party/ies; (II) not accepted any advance/part consideration in respect of the Project Land from any third party; (III) not executed any contract due to which an action or to the best of their knowledge threatened action is pending, or which affects or is likely to affect the title, interest or right of the Owner in or to the Project Land;

For SKD Estates Private Limited  
y n t g g m  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
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- (v) the Project Land is not subject to any proceedings pending under the Income Tax Act, 1961 against the Owner nor are there any proceedings pending against the Owner, to the best of their knowledge, are they aware of any existing circumstance on account of which the Project Land could be attached nor have the Owner received any notice with respect to the Project Land from any Governmental Authorities or any Third Parties;
- (w) there are no Encumbrances on the Project Land and the Owner have not entered into any agreement or arrangement or contract the performance or non-performance of any of which could lead to any creation of Encumbrances on the Project Land or any part thereof and the Owner have not in any way encumbered or agreed to create any Encumbrance on the Project Land or any part thereof;
- (x) the Owner have not omitted to disclose to the Developer any fact in respect of the Project Land and License, and (I) all correspondence between the Owner and any Governmental Authority in relation to the Project Land and/or the Project have been shared by the Owner with the Developer, (II) all information in relation to the transactions contemplated herein which would be relevant to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed by the Owner and continues to be, true, complete and accurate in all respects and not misleading in any manner;
- (y) The Project Land and the Project Land is demarcated and surveyed by the concerned Governmental Authority and there are no disputes vis-à-vis boundaries of the Project Land with any of the adjoining land Owner;
- (z) The Owner have paid up to the date hereof all property taxes, rates, duties, cesses, levies including N.A. assessments, other assessments, water charges, electricity charges or any other amount payable to any authority in respect of the Project Land and/or the Project and there are no taxes, charges or payments in relation to the Project Land and/or the Project which are pending as on the Execution Date;

For SKD Estates Private Limited

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Director

For KARYAN BUILDCON PVT. LTD.



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- (aa) There are no tenants or occupants or any rights created in favour of Third Parties with respect to the Project Land or any part thereof;
- 14.3 The Developer represents and warrants to the Owner that it has the necessary financial capacity to construct and develop the Project on the Project Land, and that the Developer has the ability to deliver the Project in accordance with Applicable Laws.
- 14.4 Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.
- 14.5 The Parties undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter, or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by Owner and/or the Developer herein, to become untrue or inaccurate or misleading, at any point of time.

## 15. INDEMNITY

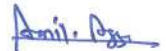
- 15.1 The Owner shall, indemnify, defend and hold harmless each of the Developer, its shareholders and all of its officers, representatives, agents, directors, consultants and employees (“**Developer Indemnified Party/ies**”), forthwith upon demand and from time to time against any Claims, arising from or in relation to or as a result of:
- (a) any inaccuracy, misrepresentation or breach of the representations, warranties and covenants of the Owner under this Agreement;
- (b) any Encumbrance of any nature whatsoever in respect of Project and the Project Land (except those created in accordance with this Agreement), and any Development Risk on the Project and the Project Land, solely attributable to the Owner;
- (c) any breach of Applicable Law by the Owner in respect of this Agreement or in relation to the Project, the Project Land or the transactions set forth hereunder, solely attributable to the Owner.

For SKD Estates Private Limited



Director

For KARYAN BUILDCON PVT. LTD.



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- 15.2 The Developer shall, indemnify, defend and hold harmless the Owner, forthwith upon demand and from time to time against any Claims, arising from or in relation to or as a result of:
- (a) any inaccuracy, misrepresentation or breach of the representations made by the Developer under this Agreement;
  - (b) any breach of Applicable Law by the Developer in respect of this Agreement or in relation to the Project, the Project Land or the transactions set forth hereunder, solely attributable to the Developer; and
  - (c) any breach of the covenants and obligations that are assumed by Developer under this Agreement.
- 15.3 The indemnification rights of the Parties under this Agreement are independent of, and in addition to, such other rights and remedies as Parties may have under Applicable Law or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

## 16. SPECIFIC PERFORMANCE

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

For SKD Estates Private Limited

*ymt gum talit*

Director

For KARYAN BUILDCON PVT. LTD.

*Donita Das*

Authorised Signatory



17. **TERM AND TERMINATION**

17.1 **Term**

The Term of this Agreement shall commence on and from the Execution Date and, unless earlier terminated by the Developer in accordance with Clause 17.2 below, shall come to an end after 90 (ninety) Business Days from the Closure of the Project (“Term”).

17.2 **Termination**

- (i) During the Term, the Developer shall have an option but not an obligation to terminate the agreement, at any time on or after the occurrence of the following events:
  - (a) in the event the registration process of this Agreement/GPA at the office of the jurisdictional sub-registrar and the original registered Agreement/GPA are not handed over to the Developer within 15 (fifteen) days from the Execution Date or within such extended time period that the Developer may at its sole discretion provide to the Owner; and / or
  - (b) In the event of breach of any of the obligations by the Owners under this Agreement; and / or
  - (c) In the event the Developer is unable to obtain Approvals for the construction and development of the Project on the Project Land as a result of defects in the title of the Project Land.
- (ii) During the Term and until the Closure of the Project, the Owner shall have no right to terminate this Agreement.
- (iii) In case of termination of this Agreement,

For SKD Estates Private Limited

  
Director

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(a) the Owner shall immediately and no later than 15 (fifteen) days from the date of issuance of the notice of termination (“**Drop-Dead Date**”), refund all amounts paid by developer to the Owner including but not limited to the Adjustable Deposit and amounts spent on the construction and development of the Project on the Project Land.

(b) the Parties further agree that in case of termination of this Agreement, in addition of refund of all amounts paid by it to the Owner including but not limited to the Adjustable Deposit and amounts spent on the construction and development of the Project on the Project Land, the Owner shall pay to the Developer damages (“**Damages**”). It is specifically agreed herein that the Damages shall be payable by the Owner to the Developer on the Drop-Dead Date along with refund of the amounts hereinabove mentioned.

*THAT*, the Parties specifically agree that in the event the amounts as detailed hereinabove are not refunded on or before the Drop-Dead Date, the Developer shall have the right to do all acts, deeds and things as may be necessary including in exercise of its powers under this agreement/GPA to transfer the Project and / or the Project Land and / or the Development Rights to Third Parties for such consideration as it may deem appropriate and recover monies i.e., Adjustable Deposit, Damages and amounts spent on the construction and development of the Project on the Project Land from the transfer of the Project and / or the Project Land and / or the Development Rights to the Third Parties.

#### 18. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of India.

For SKD Estates Private Limited  
ymg 3  
[Signature]  
Director

For KARYAN BUILDCON PVT. LTD.  
[Signature]  
Authorised Signatory



## 19. DISPUTE RESOLUTION

- 19.1 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination between any of the Parties ("**Dispute**"), Parties shall attempt to first resolve such Dispute or claim through discussions between senior executives or representatives of the disputing Parties. In this regard, such Party may give a notice ("**Notice for Discussions**") of such Dispute or claim to the other Party, in writing. Such discussions are to be held within 30 (thirty) days of receipt of such Notice for Discussions ("**Period of Discussions**").
- 19.2 If the Dispute is not resolved through such discussions within the Period of Discussions, then, either of the Party shall have the initiate arbitration proceedings under the Indian Arbitration and Conciliation Act, 1996, as amended from time to time ("**Arbitration Act**") and then, such dispute shall be resolved through arbitration in accordance with arbitration rules Arbitration Act and such subsequent amendments made thereto from time to time;
- 19.3 The seat of Arbitration shall be at New Delhi and venue shall be New Delhi, and the language of the arbitration proceedings shall be English.
- 19.4 The arbitral tribunal shall consist of a sole arbitrator mutually appointed by the Parties.
- 19.5 Each disputing Party shall co-operate in good faith to expedite the conduct of arbitration proceedings commenced under this Agreement.
- 19.6 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 such arbitral tribunal shall be borne equally by both Parties unless the arbitral tribunal decides otherwise.
- 19.7 While any dispute is pending, the disputing Party(ies) shall continue to perform such of their obligations under this Agreement which do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.

For SKD Estates Private Limited  
Director

For KARYAN BUILDCON PVT. LTD.  
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20. **CONFIDENTIALITY AND NON-DISCLOSURE**

20.1 Each Party shall and shall cause its employees and agent to keep secret all confidential information shared with it by any other Party (“**Confidential Information**”) confidential and shall not, without the prior written consent of the relevant other Party, divulge the Confidential Information to any other Person or use the Confidential Information other than for carrying out the purposes of this Agreement. Provided that, the below information shall not be treated as confidential information:

- (a) that is disclosed with the prior consent of the Party who provided the information;
- (b) that is already in the public domain other than by breach of this Agreement;
- (c) that is acquired by a Party from a source obligated to any other Party hereto, or its Affiliates, to keep such information confidential; and
- (d) that was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party.

20.2 The Parties shall be entitled to share the Confidential Information with its employees, advisors and consultants on a need-to-know basis provided they are bound by the same confidentiality obligations as set forth in this Agreement.

20.3 In the event that for any reason this Agreement is terminated, and the transactions contemplated hereby are not implemented, each Party shall, immediately return any and all documents and information constituting part of the Confidential Information, if any, in its possession to the other Party.

20.4 No formal or informal public announcement or press release which makes reference to the Developer or the terms and conditions of this Agreement or any of the matters referred to herein, shall be made or issued by or on behalf of any Party to this Agreement without the Developer’s written consent. If any Party is obliged to make or issue any announcement or press release required under the Applicable Laws or by any Governmental Authority, it shall seek the approval of the Developer for the announcement or release before it is made or issued.

For SKD Estates Private Limited



Director

For KARYAN BUILDCON PVT. LTD.



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## 21. NOTICES

21.1 The notices to be sent to the Parties shall be as follows:

- (a) Any notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

**For Owner:** **SKD ESTATES PRIVATE LIMITED**  
Address: C-25, WEST MODEL TOWN, G.T ROAD,  
GHAZIABAD, U.P-201001.  
Kind Attention:  
Email: [skdestates2022@gmail.com](mailto:skdestates2022@gmail.com)

**For Developer:** **KARYAN BUILDCON PRIVATE LIMITED**  
Address: D-49, Second Floor, Defence colony, Delhi-110024  
Kind Attention:  
Email: [legal@karyaninfracom.com](mailto:legal@karyaninfracom.com)

- (b) Any notice or other communication shall be sent by courier or registered post with acknowledgement of receipt or by hand delivery or by e-mail.
- (c) All notices referred in this Agreement or other communications shall be deemed to have been delivered (i) if sent by courier or registered mail with acknowledgement of receipt or hand delivery, then the date contained in the acknowledgement; or (ii) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

21.2 A Party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Clause 21, by giving the other Parties written notice of the new address in the manner set forth above.

## 22. MISCELLANEOUS

25.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements.

For SKD Estates Private Limited  
  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory



- 25.2. **Binding Agreement.** This Agreement shall be equally binding and enforceable against the Parties hereto.
- 25.3. **Amendment.** No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties.
- 25.4. **Force majeure.** All obligations of either Party under this Agreement will be suspended for so long as and only to the extent that fulfilment of obligations is prevented by reason of Force Majeure. In the case of suspension by reason of Force Majeure, the affected Party will promptly notify the other and shall use its reasonable efforts to remedy the Force Majeure event as soon as possible. Should any event of Force Majeure continue for 90 (ninety) consecutive days, the Parties shall mutually decide the future course of action.
- 25.5. **Severability**
- (a) If any of the provisions of this Agreement or part thereof may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision or part thereof shall have the meaning that renders it valid and enforceable.
  - (b) In the event any Governmental Authority determines that any provision in this Agreement or part thereof is not enforceable as written, the Parties agree that such provision shall be amended so that it is enforceable to the fullest extent permissible under the Applicable Law of the jurisdiction in which enforcement is sought, and affords the Parties to the maximum extent possible, the same basic rights and obligations and has the same economic effect as prior to amendment.
  - (c) In the event that any of the provisions of this Agreement or part thereof is found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective; provided however, that on the revocation, removal or diminution of the

For SKD Estates Private Limited  
Talib  
Director

For KARYAN BUILDCON PVT. LTD.  
Authorised Signatory



Applicable Law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent from the date of such revocation / removal or diminution (as the case may be).

- 25.6. **Waivers and Cumulative Rights and Remedies.** No failure or delay by the Parties in exercising any right or remedy provided by Applicable Laws under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the Applicable Laws.
- 25.7. **Acknowledgement.** Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.
- 25.8. **Bankruptcy, Liquidation, and/or Winding Up.** The Development Rights granted/ transferred herein are of the nature that in event of any bankruptcy, liquidation, and/or winding up proceedings, the rights and entitlements of the Owner shall be restricted to the residuary rights in the Project Land and the Project after taking into account the rights, entitlements and interest of the Developer in the Project Land and the Project under this Agreement/GPA. The rights and entitlements of the Developer under this Agreement including the interest in the Project Land by virtue of this Agreement/GPA shall not be affected in any manner in case of any bankruptcy, liquidation, and/or winding up proceedings relating to any/ all of the Owner or event leading to the same.
- 25.9. **Stamp Duty and Taxes.** Stamp duty and statutory registration fee on this Agreement shall be borne by the Developer. Each Party shall be responsible for its own income tax liability for incomes received and/or gains arising as a result hereof.

For SKD Estates Private Limited  
5/11/4 5/11/4  
  
Director

For KARYAN BUILDCON PVT. LTD.

  
Authorised Signatory



## Schedule -1


### Details and Description of the Project Land

\* Description of the project land pertaining in several khasras in revenue village- Meharauli, Ghaziabad

S. No.	Khasra No.	Total Area as per Khatauni	Total Purchased area of the project land (sq.mtr.)	Present Owner
1	949 D	1260	1260	SKD Estates Private Limited
2	949 MIU	2020	2020	SKD Estates Private Limited
3	954	5310	5310	SKD Estates Private Limited
4	955	3410	3410	SKD Estates Private Limited
5	956	2280	2277.11	SKD Estates Private Limited

14277.11

For SKD Estates Private Limited

  
Director

For KARYAN BUILDCON PVT. LTD.

  
Authorised Signatory



## Schedule -2

### List of Title Documents in relation to the Project Land

\* All Sale Deed Details in Favour of SKD Estates Private Limited are mentioned below:-

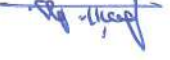
\* The land area of 609.02 square meters in Khastara No. 954 at Village Mehrauli Tehsil and District Ghaziabad remains to be purchased, which will be purchased by the first party within a period of 10 days from today.

S. No./Khastara No.	Seller Name	Purchaser/Present Owner	Sale Deed Date	Book No.	Document No.	Pages Nos.	Volume	Area (in mtr)
1	949 D Dharmender Kumar Gupta	SKD Estates Private Limited	23-08-23	1	17992	381 - 410	8808	1260
2	949 MIU Rewari Developers Private Limited	SKD Estates Private Limited	28-02-23	1	20239	209 - 240	1954	2020
3	954 DGSR Infrahome LLP	SKD Estates Private Limited	17-08-23	1	10264	217 - 246	8588	663.75
4	954 PVGM PETROCHEM LLP	SKD Estates Private Limited	28-07-23	1	20153	205-234	7528	4037.23
5	955 RMS CLUB & RESORTS PVT. LTD.	SKD Estates Private Limited	28-02-23	1	20239	177-208	1953	3410
6	956 PVGM PETROCHEM LLP	SKD Estates Private Limited	28-07-23	1	10211	299-328	7869	1138.97
7	956 PVGM PETROCHEM LLP	SKD Estates Private Limited	28-07-23	1	10211	269-298	7868	1138.14

Total Area


**13668.09**

Authorised Signatory



For KARYAN BUILDCON PVT. LTD.

Director



For SKD Estates Private Limited



Schedule -1A

Copy of Aks Sijra of the Project Land



For SKD Estates Private Limited

Handwritten signature in blue ink.

Handwritten signature in blue ink.

Director

For KARYAN BUILDCON PVT. LTD.

Handwritten signature in blue ink.

Authorised Signatory



# KARYAN BUILDCON PRIVATE LIMITED

D-49, SECOND FLOOR, DEFENCE COLONY, NEW DELHI - 110024

CIN NO. U45309DL2020PTC361289

TEL NO. 011-49055003, EMAIL: [INFO@JPGGROUP.COM](mailto:INFO@JPGGROUP.COM)

## BOARD RESOLUTION

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF KARYAN BUILDCON PRIVATE LIMITED HELD ON THURSDAY 04TH MARCH 2024 AT THE REGISTERED OFFICE D-49, SECOND FLOOR, DEFENCE COLONY, NEW DELHI - 110024, WHICH WAS COMMENCED AT 02:40 P.M.

**RESOLVED THAT** the company has decided to authorize Mr. Amit Aggarwal (Aadhaar No. 5944 3529 5785) S/o Shri M.K. Aggarwal, R/O F-205, Ajnara Grand Heritage, Plot No. GH-01/B, Sector-74, Gautam Buddha Nagar, U.P-201301, (hereinafter referred to as the "**Authorised Signatory**") be and is hereby authorized to negotiate, finalize and execute the Development Rights Agreement relating to various Plot located at village- Mehrauli, NH 24, Ghaziabad on behalf of the company and do all such acts, deeds, and things as may be necessary including but not limited to appearing before jurisdictional sub-registrar for the purposes of registration of the Development Rights Agreement with SKD Estates Private Limited.

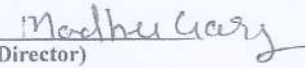
**RESOLVED FURTHER THAT** the authorised signatory be and is hereby, authorized to do all such acts, matters, deeds, and things and take all steps as may be necessary, expedient or desirable for giving effect to the Development Rights Agreement, including without limitation, execution of declarations and undertakings and filings with regulatory authorities, wherever applicable.

Specimen Signature of Mr. Amit Aggarwal

  
(Authorised Signatory)

'CERTIFIED TRUE COPY'

For and on behalf of  
KARYAN BUILDCON PRIVATE LIMITED

1.   
(Director)  
Mrs. Madhu Garg  
DIN: 00026840

2.   
(Director)  
Mrs. Kaveri Garg  
DIN:06527441

  
For SKD Estates Private Limited  
Director

For KARYAN BUILDCON PVT. LTD.  
  
Authorised Signatory

# KARYAN BUILDCON PRIVATE LIMITED

INCORPORATED IN INDIA  
REG. NO. 1234567890  
CIN NO. 12345678901234567890

## MEMORANDUM OF ASSOCIATION

WE HEREBY CERTIFY THAT THE MEMBERS WHOSE NAMES ARE SET OUT IN THE FIRST COLUMN OF THE TABLE HEREIN HAVE AGREED TO TAKE UP THE SHARES OF THE COMPANY AS SET OUT IN THE SECOND COLUMN OF THE TABLE HEREIN AND TO SIGN THE MEMORANDUM OF ASSOCIATION AND THE ARTICLES OF ASSOCIATION OF THE COMPANY AS SET OUT IN THE THIRD COLUMN OF THE TABLE HEREIN.

WE HEREBY CERTIFY THAT THE MEMBERS WHOSE NAMES ARE SET OUT IN THE FIRST COLUMN OF THE TABLE HEREIN HAVE AGREED TO TAKE UP THE SHARES OF THE COMPANY AS SET OUT IN THE SECOND COLUMN OF THE TABLE HEREIN AND TO SIGN THE MEMORANDUM OF ASSOCIATION AND THE ARTICLES OF ASSOCIATION OF THE COMPANY AS SET OUT IN THE THIRD COLUMN OF THE TABLE HEREIN.

WE HEREBY CERTIFY THAT THE MEMBERS WHOSE NAMES ARE SET OUT IN THE FIRST COLUMN OF THE TABLE HEREIN HAVE AGREED TO TAKE UP THE SHARES OF THE COMPANY AS SET OUT IN THE SECOND COLUMN OF THE TABLE HEREIN AND TO SIGN THE MEMORANDUM OF ASSOCIATION AND THE ARTICLES OF ASSOCIATION OF THE COMPANY AS SET OUT IN THE THIRD COLUMN OF THE TABLE HEREIN.

IN WITNESS WHEREOF, THE MEMBERS HAVE HEREUNTO SIGNED AND AFFIXED THEIR RESPECTIVE SIGNATURES AND SEALS ON THIS DAY OF 12/03/2024 AT DELHI.

  
Name of Member

SECRETARY

Name of Secretary



KARYAN BUILDCON PVT. LTD.

Authorised Signatory

  
Name of Secretary

# **SKD ESTATES PRIVATE LIMITED**

**Address: C-25, WEST MODEL TOWN G.T ROAD, Ghaziabad, Uttar Pradesh, India, 201001**

**CIN: U45309UP2022PTC161016**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS' SKD ESTATES PRIVATE LIMITED HELD ON 14<sup>TH</sup> MARCH 2024, AT C-25, WEST MODEL TOWN G.T ROAD, GHAZIABAD, UTTAR PRADESH, INDIA, 201001 AT 11.00 A.M.**

**TO AUTHORIZE THE EXECUTION OF THE DEVELOPMENT RIGHTS AGREEMENT AND GRANTING POWERS TO KARYAN BUILDCON PRIVATE LIMITED / ITS NOMINEES PURSUANT TO THE DEVELOPMENT RIGHTS AGREEMENT**

**“RESOLVED THAT** Mr. Lalit Chaudhary (7174 5591 0822) S/O Mr. Jagdish Chaudhary R/O H.no. 83 C, 3<sup>rd</sup> B, Nehru Nagar Ghaziabad, U.P-201001, and Mr. Pramod Kumar Bansal (Aadhaar no. 6518 6577 3892), S/O Lt. Sh. Jai Prakash Bansal, R/O C-25, West Model Town, Ghaziabad, U.P-201001, the directors of the Company (hereinafter collectively referred to as the **“Directors & Authorized Signatures”**) be and are hereby jointly authorized to negotiate, finalize and execute the Development Rights Agreement relating to various Plot located at village- Mehrauli, NH 24, Ghaziabad on behalf of the Company and do all such acts, deeds, and things as may be necessary including but not limited to appearing before jurisdictional sub-registrar for the purposes of registration of the Development Rights Agreement with Karyan Buildcon Private Limited.

**RESOLVED FURTHER THAT** The Directors & Authorized Signatories be and is hereby, jointly authorized to do all such acts, matters, deeds, and things and take all steps as may be necessary, expedient or desirable for giving effect to the Development Rights Agreement, including without limitation, execution of declarations and undertakings and filings with regulatory authorities, wherever applicable.

**RESOLVED FURTHER THAT** pursuant to the Development Rights Agreement, the Board of Directors of the Company be and hereby authorize **KARYAN BUILDCON PRIVATE LIMITED / ITS NOMINEES (“Attorney”)** to do all acts, deeds and things as may be necessary for the construction and development of the Project on the Project Land (as more particularly detailed and described under the Development Rights Agreement.

**RESOLVED FURTHER THAT** the Attorney be and is hereby authorized to do all acts, deeds and things as may be necessary including applying to appropriate Governmental Authority/(ies) for the purposes of obtaining the approvals as may be necessary for the purposes of construction and development of the Project on the Project Land including but not limited to representing the Company before civic authorities and/or other Government/ Semi-government Department or any municipalities in connection with the development and construction of the proposed Project on the Project Land.

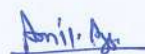
**RESOLVED FURTHER THAT** the Attorney be and is hereby authorized to represent the Company personally or through lawyer or any other consultant, to initiate any sort of legal proceeding, civil or criminal or both, before any court/ forum/ tribunal/ commission against any third person, to sign and verify pleading, etc. to give evidence, to file appeal(s), reviews, revisions, applications, replies, objections, replications, affidavits, caveats, execution petitions, compromise etc., writs in any court

For SKD Estates Private Limited



Director

For KARYAN BUILDCON PVT. LTD.



Authorised Signatory



having jurisdiction and to defend any legal proceedings, to appoint any further attorneys delegating some and /or all of the powers contained in this power of attorney, to do all such acts, deeds and things as are deemed fit and proper by the attorney for and on behalf of the Company, pertaining to grant of license for the proposed Project on the Project Land.

**RESOLVED FURTHER THAT** the Attorney be and is hereby authorized to obtain licenses, consents and approvals including RERA Registration in relation to construction and development of the Project on the Project Land.

**RESOLVED FURTHER THAT** the Attorney shall have all rights to sell, convey, transfer, lease, assign, exchange, mortgage or encumber, in any manner whatsoever, to deal in any manner whatsoever, or to enter into any sort of agreement(s), to make sale/transfer deed/ lease deed/ mortgage deed/ hypothecation deed etc. of the Project and / or the Project Land and it shall be authorized to execute all necessary documents in this regard. Additionally, the Attorney be and is hereby authorized to generally, do any and all other acts, deeds and things that may be required for the exercise of the development and construction rights as more elaborately stated in the Development Agreement and do all acts, deeds and things that may be required for the license, planning, designing, development, construction, implementation, marketing, promotion, launch, operation, management of the Project and conveyance, transfer, lease, encumber, mortgage, sales, disposal, monetization, and like of the Land, the Project, and for compliance with the terms of the Development Agreement.

**RESOLVED FURTHER THAT** the copies of the foregoing resolution, certified to be true by any directors, may be furnished to any person(s) as may be required.

**RESOLVED FURTHER THAT**, the rubber stamp of the Company, if required, be affixed, and stamped on such agreements and related documents, as may be required to be executed under the rubber stamp of the Company, as per the provisions of the Articles of Association of the Company.”

**Specimen Signature of Mr. Lalit Chaudhary Specimen Signature of Mr. Pramod Kumar Bansal**

(Director/Authorised Signatory) (Director/Authorised Signatory)  
DIN: 02169111 DIN: 02177912

**// CERTIFIED TRUE COPY //**

For and on behalf of  
**SKD ESTATES PRIVATE LIMITED**



**Mr. Anshul Aggarwal**  
(Director)  
DIN: 09047535

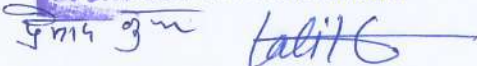


**Mr. Parth Yadav**  
(Director)  
DIN: 08784470



**Mr. Pawan Kumar Bansal**  
(Director)  
DIN: 02092510

**For SKD Estates Private Limited**

  
Director

**For KARYAN BUILDCON PVT. LTD.**

  
Authorised Signatory





भारत सरकार  
GOVERNMENT OF INDIA



प्रमोद कुमार बंसल  
Pramod Kumar Bansal  
जन्म तिथि/DOB: 30/06/1960  
पुरुष/ MALE  
Mobile No: 9310110145

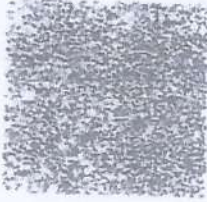


6518 6577 3892  
VTD : 9163 4339 4835 0280

-आम आदमी का अधिकार

राष्ट्रीय विशिष्टता प्रमाण प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:  
जय प्रकाश बंसल, सी-25, युगल कुंज, वेस्ट मॉडल टाउन,  
गाज़ियाबाद, गाज़ियाबाद,  
उत्तर प्रदेश - 201001  
Address :  
C/O Jai Prakash Bansal, C-25, Yugal Kunj,  
West Model Town, Ghaziabad, Ghaziabad,  
Uttar Pradesh - 201001



6518 6577 3892  
VTD : 9163 4339 4835 0280

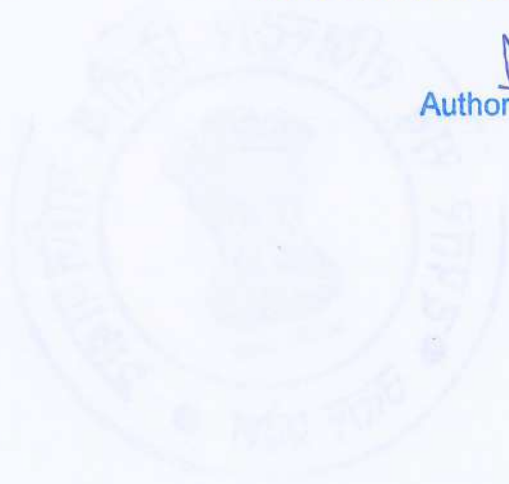
For SKD Estates Private Limited

प्रमोद कुमार बंसल *(Signature)*

Director

For KARYAN BUILDCON PVT. LTD.

*(Signature)*  
Authorised Signatory





### Schedule -3

#### List of Pre-Launch Approvals

S. No.	Approval	Concerned Agency	Remarks
<b>Feasibility Stage</b>			
1	Ownership Certificate/ Extract	Revenue Department	Required by Development Authority/ Town & Country Planning Department/ Municipal Corporation  for other approvals
2	Non-Encumbrance Certificate	Revenue Department	Required by Development Authority/ Town & Country Planning Department/ Municipal Corporation for other approvals
3	Change in Land Use (CLU) Approval/ Non-Agriculture (NA) Permission	Development Authority/ Revenue Department/ Municipal Corporation	After approval from local body, to be notified by State Ministry of Urban Development
4	Airport Clearance (if applicable)	Airport Authority of India	Height clearance if the project lies within 20 kms radius of Air Strips, Funnel.
5	CRZ (Coastal Regulatory Zone) Clearance	Coastal Zone Management Authority	If project lies within 500m of coastline.
<b>Sanction Stage</b>			
6	Layout & Building Plan Approval	Development Authority/ Municipal Corporation	Including Structural Plan for buildings & other structures
7	Development/ Construction License	Development Authority/ Town & Country Planning Department	Site Inspection by the authority is required.
8	Demarcation/ Zoning Plan Approval	Town & Country Planning Department	Required in some states separately, in addition to layout plan.
9	Environment Clearance	Ministry of Environment & Forests/ State Environment Impact Assessment Authority/ State Pollution Control Board	Required by projects exceeding land area of 125 acres or built-up area of 20,000 sqmtr.
10	NOC for Tree Cutting	Municipal Corporation / Forest Department	Proposal of tree felling and replantation to be submitted.
11	NOC for Drainage & Sewerage	Municipal Corporation	Required before start of construction.
12	Electrical Scheme Approval	Development Authority/ Municipal Corporation/ Electricity Distribution Company	Electrical Layout and Plan to be submitted.
13	NOC for Tra/Ec & Coordination	Municipal Corporation/ Tra/Ec Police Department	When the proposal involves disruption of general tra/Ec movement/ circulation pattern temporarily or permanently during and after construction of the project.
14	Fire Fighting Scheme Approval	Fire Department	Applicable for buildings above minimum height, as specified by Municipal Corporation of the city
15	Ancient Monument Approval (if applicable)	Archaeological Survey of India	When project or part of it is within 300 m radius from the declared boundary of any monument protected under Ancient Monument Act
16	Consent to Establish & Operate (DG Sets & STP)	Pollution Control Board	Required for DG sets installation, Sewage Treatment Plant (STP) etc.
17	Borewell Registration Certificate	Central Ground Water Authority	Required to extract ground water through any energized means as per Environment Protection Act.

For SKD Estates Private Limited  
  
 Director

For KARYAN BUILDCON PVT. LTD.

  
 Authorised Signatory



18	Excavation/ Mining Approval	Development Authority/ Municipal Corporation	All drawing plans approved by development authority/ municipal corporation are to be submitted.
19	Internal Infrastructure Layout & Common Facilities Approval	Municipal Corporation/ Utility Provider	Layout drawings & plans for water, electricity, sewerage etc. to be submitted for approval.
20	Road Access Plan Approval	NHA/ PWD/ State Road Development Agency	Required as per PWD Act to gain seamless access to the project site from the adjoining road.
21	Lift/ Escalator Installation Approval	PWD/ CPWD	AMC copy and test report to be submitted.
22	Sanction of Electrical Load and Approval for installation of Substation, Transformer & DG Sets	Electricity Distribution Company	Electrical drawings & plans and test reports of various equipment to be submitted along with application.
23	Registration of Principal Employer	Labour Department	Required in many states under Contract Labour Act
24	Registration with Building Construction Workers Welfare Board	District Labour O/Ecer	Required in many states under Contract Labour Act
25	Site O/Ece Approval	Development Authority/ Town & Country Planning Department	A/Eedavit required stating that site o/Ece will be dismantled after completion of project.
26	Hoarding Approval	NHA/ PWD/ Land Owning Agency	Approval required to put up any hoardings about project.
27	Intimation of Disapproval (IoD)/ Commencement Certificate	Development Authority/ Municipal Corporation	Once developer submits complete application alongwith all plans, NOCs and other approvals, authority may either issue IoD (in case of disapproval) or otherwise handover Commencement Certificate to start construction.

For SKD Estates Private Limited  
  
**Director**

For KARYAN BUILDCON PVT. LTD.

  
**Authorized Signatory**



1	...	...
2	...	...
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7	...	...
8	...	...
9	...	...
10	...	...

For KARYAN BUILDGHPVT LTD.  
 Authorised Signatory

...



### Schedule -4

#### List of Post-Launch Approvals

1	Completion Certificate (CC)	Development Authority/ Municipal Corporation	Authority issues CC upon completion of buildings as per sanctioned plans. Along with CC, a provisional occupancy certificate is also issued by authority.
2	Permanent Power Connection	Electricity Distribution Company	All service connections should be applied on basis of completion certificate and provisional occupancy certificate.
3	Permanent Water Connection	Municipal Corporation/ State Water Board	
4	Permanent Sewerage Connection	Municipal Corporation/ State Water Board	
5	Registration of Residents' Welfare Association (RWA)	Revenue Department	Association to be registered before occupancy certificate is given.
6	Occupancy Certificate (OC)	Development Authority/ Municipal Corporation	Occupancy Certificate is the final certificate to be received for a project. It implies that the property is now fit for occupation.

For SKD Estates Private Limited  
5/11/19 gm   
Director

For KARYAN BUILDCON PVT. LTD.

  
Authorised Signatory



संख्या: 10/2019-20

दिनांक: 10/01/2019

क्र.सं.	विवरण	प्रमाणित	दिनांक
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...

For KARYAN BULLOCKS LTD.

*[Signature]*  
Authorized Signatory

*[Signature]*  
Director



## Schedule - 5

### Details of Owner Designated Bank Account

<b>Bank Name:</b>	<b>CANARA BANK</b>
<b>Bank Branch:</b>	<b>S.M.E GHAZIABAD</b>
<b>Account No.:</b>	<b>120001247581</b>
<b>IFSC Code:</b>	<b>CNRB0002647</b>
<b>Account Type:</b>	<b>CURRENT A/C</b>

For SKD Estates Private Limited  
  
Director

For KARYAN BUILDCON PVT. LTD.

  
Authorised Signatory

Schedule - 5  
Details of Former Designated Bank Account

Bank Name:	CANARA BANK
Bank Branch:	S.M.E. GHANSHYAM
Account No.:	120001241281
IFSC Code:	CNRH0002417
Account Type:	CURRENT A/C

FOR KARYAN BUILDING LTD.

Authorized Signatory



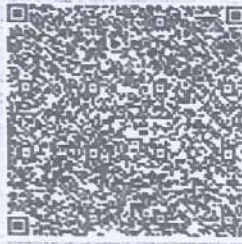
आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

ABICS0864N



नाम / Name  
SKD ESTATES PRIVATE LIMITED

निगमन/गठन की तारीख  
Date of Incorporation/Formation  
21/03/2022

भारत सरकार  
Government of India

आधार

Download Date: 11/05/2021



ललित चौधरी  
Lalit Chaudhary  
जन्म तिथि/DOB: 25/09/1984  
पुरुष/ MALE

Issue Date: 06/02/2015

7174 5591 0822  
VID : 9187 2647 1275 4059

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

आधार

पता:  
आत्मज: जगदीश चौधरी, 83 सी, तीसरा बी, नहर नगर,  
गाजियाबाद, गाजियाबाद,  
उत्तर प्रदेश - 201001

Address:  
S/O: Jagdish Chaudhary, 83 c, 3rd b, nehru  
nagar, Ghaziabad, Ghaziabad,  
Uttar Pradesh - 201001



7174 5591 0822  
VID : 9187 2647 1275 4059

1947 | help@uidai.gov.in | www.uidai.gov.in

भारत सरकार  
Government of India

आधार



देवेंद्र सिंह यादव  
Devendra Singh Yadav  
जन्म तिथि/DOB: 01/01/1988  
पुरुष/ MALE

4215 0777 3359  
VID : 8181 8188 7888 8327

मेरा आधार, मेरी पहचान

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

आधार

पता:  
S/O टिकै चन्द यादव, 485, शालपुर बरभहा,  
पल्लिकान्, पल्लिकान्,  
उत्तर प्रदेश - 201001

Address:  
S/O Tikai Chand Yadav, 485, shalpur  
barbaha, Ghaziabad, Ghaziabad,  
Uttar Pradesh - 201001



4215 0777 3359  
VID : 8181 8188 7888 8327

help@uidai.gov.in | www.uidai.gov.in

For SKD Estates Private Limited

ललित चौधरी  
Lalit Chaudhary  
Director

For KARYAN BUILDCON PVT. LTD.

अभिषेक सिंह  
Abhishek Singh  
Authorised Signatory

GOVT OF INDIA

भारत सरकार



भारत सरकार

11-38020184

भारत सरकार

भारत सरकार



7174 8891 0823

भारत सरकार



7174 8891 0823



भारत सरकार

भारत सरकार



For KARYAN BUILDCON PVT. LTD.

Authorized Signatory

**आयकर विभाग**  
INCOME TAX DEPARTMENT

**भारत सरकार**  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

**AAICK0035E**

नाम / Name  
**KARYAN BUILDCON PRIVATE LIMITED**

निगमन/गठन की तारीख  
Date of Incorporation/Formation  
**03/02/2020**





**भारत सरकार**  
Government of India

अमित अग्रवाल  
Amit Aggarwal  
जन्म तिथि/DOB: 15/04/1977  
पुरुष/ MALE

Issue Date: 16/11/2011

**5944 3529 5785**  
VID : 9114 7362 3152 9130

**मेरा आधार, मेरी पहचान**

**भारतीय विशिष्ट पहचान प्राधिकरण**  
Unique Identification Authority of India

पता:  
S/O एम. के. अग्रवाल, फ्लैट न - एफ - 205,, अजनारा  
ग्रैंड हेरिटेज, प्लॉट न - जीएच - 01/बी, सेक्टर - 74,  
नॉएडा, गौतमबुद्ध नगर,  
उत्तर प्रदेश - 201301

Download Date: 18/01/2023

**Address:**  
S/O M. K. Aggarwal, Flat No - F - 205,,  
Ajnara Grand Heritage, Plot No - GH - 01/B,  
Sector - 74, Noida, Gautam Buddha Nagar,  
Uttar Pradesh - 201301

**5944 3529 5785**  
VID : 9114 7362 3152 9130

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**भारत सरकार**  
GOVERNMENT OF INDIA

अविनाश बैसोया  
Avinash Baisoya  
जन्म तिथि/ DOB: 10/08/1994  
पुरुष / MALE

**3534 1058 2528**

**मेरा आधार, मेरी पहचान**




**भारतीय विशिष्ट पहचान प्राधिकरण**  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: **Address**  
संबोधित: सुभाष बैसोया, S/O: Subhash Baisoya,  
सादोपुर, गौतमबुद्ध नगर, Sadhopur, Gautam  
उत्तर प्रदेश - 203207 Buddha Nagar,  
Uttar Pradesh - 203207

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For SKD Estates Private Limited  
जमशुम्तु  
Director

For KARYAN BUILDCON PVT. LTD.  
Authorised Signatory



BULDOCOMPVT LTD  
Authorized Signatory

Signature  
Date

25.10. According to column 6 on serial no. 31 on page 10 of the valuation list of Sub Registrar V, the Circle rate of non-agricultural land of village Mehrauli is Rs.22,100/- per square meter on 60 feet wide road. According to which the value of the said land is Rs. 31,55,24,131.00.

**IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN**

**Signed and delivered by**

Directors/Authorised Signatures  
As authorised representative on behalf of  
the **Owner**)

For SKD Estates Private Limited  
5/11/24 gm  
  
Director

**Signed and delivered by**

Authorised Signatory  
As authorised representative on behalf of  
the **Developer**)

For KARYAN BUILDCON PVT. LTD.

  
Authorised Signatory

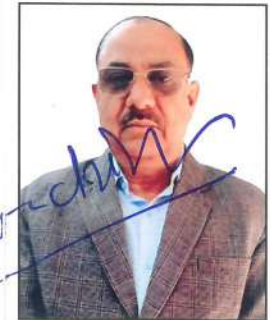
**Witness:**

1.

Name: **Devendra Singh Yadav**  
S/o Sh. Trilok Chand Yadav  
Address: 485, Shahpur Bamheta,  
Tehsil & Distt. Ghaziabad, U.P  
Adhaar No.: 4215 0777 3359

2.

Name: **Avinash Baisoya**  
S/O Sh. Subhash Chand  
Address: Vill- Sadopur, Tehsil-dadri,  
Distt- G.B Nagar, U.P  
Adhaar No.: 3534 1058 2528



Dated:- 21-Mar-2024

आवेदन सं०: 202400739025228

बही संख्या 1 जिल्द संख्या 21350 के पृष्ठ 233 से 354 तक क्रमांक 3804 पर दिनांक 21/03/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

मुखराम सिंह  
उप निबंधक : सदर द्वितीय  
गाजियाबाद  
21/03/2024

प्रिंट करें

