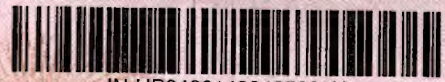




INDIA NON JUDICIAL



Government of Uttar Pradesh

IN-UP34291489425081X

e-Stamp

58129



Certificate No. : IN-UP34291489425081X

Certificate Issued Date : 11-Nov-2025 10:32 AM

Account Reference : NEWIMPACC (SV)/ up16052504/ NOIDA/ UP-GBN

Unique Doc. Reference : SUBIN-UPUP1605250465203009228520X

Purchased by : SOBHA LIMITED

Description of Document : Article 5 Agreement or Memorandum of an agreement

Property Description : GROUP HOUSING PLOT NO. GH-12, 47604.48 SQ MTRS, SECTOR-01, GREATER NOIDA, G.B. NAGAR, U.P.

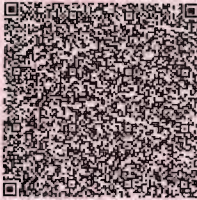
Consideration Price (Rs.) :

First Party : SOBHA LIMITED

Second Party : GNIDA AND ATLASPUR CONTRUCTIONAND DEVELOPERS P LTD

Stamp Duty Paid By : SOBHA LIMITED

Stamp Duty Amount(Rs.) : 13,61,93,000
(Thirteen Crore Sixty One Lakh Ninety Three Thousand only)



E-STAMP LOCKED

Please write or type below this line

Signature: *Jay*

ACC Name : JAI SHANKER KAUSHIK

ACC Code : UP160 52504

ACC Address : S. R. office, Noida
LIC 251/2022-23 Noida (G. B. Nagar)

For SOBHA LIMITED

Shak
11/11/25

Manager (Builders)
Greater Noida Indl. Dev. Auth.

Dakumar
Authorised Signatory

Atlaspur Construction & Developers Pvt. Ltd

Singh
Authorised Signatory



PF 0013513949

Statutory Alert:

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



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MENT AGREEME


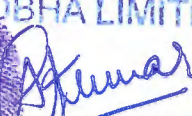
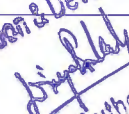
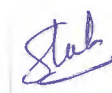


THIS JOINT DEVELOPMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this 11 day of the November, 2025, by and among:

1. **SOBHA LIMITED**, a company within the meaning of the Companies Act, 2013, with CIN: L45201KA1995PLC018475 and having its registered office at having its registered office at SOBHA, Sarjapur-Marathahalli Outer Ring Road (ORR) Devarabisanahalli, Bellandur Post, Bangalore - 560103, Karnataka (hereinafter referred to as the “Co-Developer” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the FIRST PART;
2. **ATLASPUR CONSTRUCTION & DEVELOPERS PRIVATE LIMITED**, a company within the meaning of the Companies Act, 2013, with (CIN: U43299UP2025PTC220493, PAN: ABCCA5795Q) and having its registered office at 28/121-1 and 122, Teliabagh, Varanasi, Uttar Pradesh-221002 (hereinafter referred to as the “Developer”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors-in-interest and assigns) of the SECOND PART; and
3. **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**, an Authority constituted under the provisions of Section 3 read with Section 2(d) of the U.P Industrial Area Development Act, 1976 (UP Act 6 of 1976) (hereinafter referred to as the “Authority”, which expression shall unless repugnant to the context thereof include its successors-in-interest and assigns) of the THIRD PART.

All the above parties for the purpose of this Agreement hereinafter individually called the ‘Party’ and collectively called the ‘Parties’. For the purpose of this Agreement, the Developer and Co-Developer hereinafter individually called the ‘Member’ and collectively called the ‘Members’.

WHEREAS the Authority has allotted the Group Housing Plot admeasuring 47604.48 sq. meters bearing no. GH-12, Sector -01 to the Developer, on 90 years lease, on the terms and conditions contained in the Lease Deed dated 11/04/2025 duly registered as document no. 19907 in Book No.1 Jild No. 31075, from pages 253 To 288 at the Office of Sub-registrar Sadar, Gautam Budh Nagar on dated 15/04/2025 and Supplementary Lease Deed

 <p>FOR SOBHA LIMITED  Authorised Signatory Co-Developer</p>	<p>Atlaspur Construction & Developers Pvt. Ltd.  Authorised Signatory Developer</p>	<p> Manager (Builders) Authority Greater Noida Ind. Dev. Authority</p>
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duly registered as document no. 29326 in Book No. 1, Jild No: 31586, from pages 225 to 244 at the Office of Sub registrar, Gautam Budhh Nagar on 03/06/2025

AND WHEREAS the Authority handed over the possession of the GH-12, Sector -01 (admeasuring 47604.68 sq. meters) to the Developer vide possession certificate bearing no. BUILDERS/2025/341 dated 02/06/2025

[AND WHEREAS the Plot admeasuring _____ sq. meters bearing no. _____ was further subdivided into following parts:

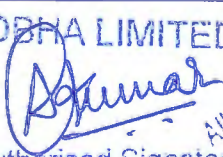

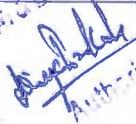

- (1)
- (2)
- (3)

-NOT APPLICABLE]

[AND WHEREAS the building plan for the Project Land was approved by the Authority vide sanction plan no. PLG/(BP)-..... on The Developer applied for purchasable FAR to the Authority vide their letter dated and the same was approved by the Authority vide its letter bearing no. PLANNING/...../BP-..... dated Pursuant thereto, the Authority approved the revised building plan for the Project Land vide sanction plan bearing no. PLG/(BP)- on

(“Sanctioned Plan”). -NOT APPLICABLE]

[AND WHEREAS the Developer has developed GH..... Project titled “..... (RERA Project Registration No.: UPRERA.....)” on one part of the Project Land (**“Phase ... Project”**). The PhaseProject comprises of a total ofTowers i.e. and Commercial Complex comprising of Ground Floor + First Floor as per the Sanctioned Plan. The occupancy certificates bearing no. [xx] and [xx] dated [xx] and [xx], respectively, has been granted by the Authority for FAR of [xx] sq. meters with land area of sq. meters comprising of Towers of Phase Project completed by the Developer comprising of Tower T, and and Commercial Complex comprising of Ground Floor + First Floor (hereinafter for the sake of brevity referred to as **“PhaseCompleted Towers”**). For the remaining **Phase 1** Tower of Phase Project i.e. T....., and T..... with FAR of sq. meters (approx.) with approx. land area of sq. meters (hereinafter for the sake of brevity referred to as **“Phase 1 Remaining Towers”**), the Developer has completed the superstructure and

For SOBHA LIMITED  Authorised Signatory Co-Developer	  Developer	 Authority
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आवेदन सं०: 202500742073264

विक्रय अनुबंध विलेख (कब्जा)

वही सं०: 1

रजिस्ट्रेशन सं०: 58129

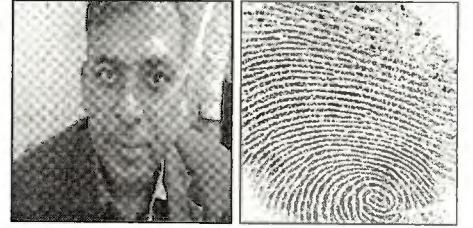
वर्ष: 2025

प्रतिफल- 0 स्टाम्प शुल्क- 136193000 बाजारी मूल्य - 2723845000 पंजीकरण शुल्क - 27238500 प्रतिलिपिकरण शुल्क - 200 योग : 27238700

श्री शोभा लिमिटेड द्वारा
अरविंद कुमार अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री रोनकी राम सेनी
व्यवसाय : नौकरी

निवासी: डी-204, टावर-डी, ऋषभ क्लाउड 9 सोसाइटी, अहिंसा खंड 2, इंदिरापुरम, गाजियाबाद

Arvind Kumar



श्री. शोभा लिमिटेड द्वारा

अरविंद कुमार अधिकृत पदाधिकारी/
प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक 20/11/2025 एवं 05:46:04

PM बजे

निबंधन हेतु पेश किया।



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

विकास गौतम .
उप निबंधक :दादरी
गौतम बुद्ध नगर
20/11/2025

लोकेश गुप्ता .
निबंधक लिपिक
20/11/2025

other related works and has applied to the Authority for grant of occupancy certificate in relation thereto dated - **NOT APPLICABLE]**

[AND WHEREAS the Developer had also launched GH..... Project titled “..... (RERA Project Registration No. UPRERAPRJ.....)” on the remaining part of the Project Land (“**Phase 2 Project**”). The Phase 2 Project comprises of total of Towers i.e.and, Commercial Space comprising of Ground Floor, Milk Booth, Nursery School and Dispensary as per the Sanctioned Plan granted by the Authority with FAR of [xx] sq. meters. The Developer has partly sold the units in Phase 2 Project and no allotment/ third party interest has been made/created on units in Tower and of the Phase 2 Project. For avoidance of doubt, it is clarified that the total land area of Phase 2 Project is approx.sq. meters (as per UP RERA registration), which is computed as the difference between the total area of the Project Land i.e. Sq. meters *less* the land area of Phase 1 Project (as per UP RERA registration) i.e. approx. sq. meters. - **NOT APPLICABLE]**

[AND WHEREAS the Projects are completely stalled for the last years and are running behind schedule. - **NOT APPLICABLE]**

[The Developer has defaulted on land dues (premium and lease rent) and other payments to the Authority.

The Developer has further availed loan facilities for the Projects from and is undergoing financial stress. The homebuyers in both the Projects have approached various forums (including UPRERA and consumer forums) against the Developer for delay in handing over possession of their respective unit and completion of the Projects and non execution of tripartite sub-lease deed for Completed Towers even after receiving occupancy certificate and sub-lease deed permission from the Authority. -**NOT APPLICABLE]**

[AND WHEREAS with a view to safeguard the interest of the homebuyers of the Projects and to ensure development, implementation and completion of the Projects without further delay, the Government of Uttar Pradesh has introduced the pilot Co-Developer Policy *inter-alia* requiring the Authority to recognize the Co-Developer as “co-developer” along with the Developer for the purposes of the Projects, the Project Land and the Lease Deed. - **NOT APPLICABLE]**

For SOBHA LIMITED  Authorized Signatory Co-Developer	Ahaspur Construction & Developers Pvt. Ltd.  Authorized Signatory Developer	 Authority
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आवेदन सं०: 202500742073264

बही सं०: 1

रजिस्ट्रेशन सं०: 58129

वर्ष: 2025

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त विक्रेता: 1

श्री ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण के द्वारा स्नेह लता के द्वारा अवधेश कुमार शुक्ला,

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

पुत्र श्री जे पी शुक्ला

निवासी: ग्रेटर नोएडा प्राधिकरण

व्यवसाय: नौकरी

पक्षकार द्वारा सत्यापित पैन् XXXXXX 129L

विक्रेता: 2

Handwritten signature



श्री एटलसपुर कंस्ट्रक्शन एंड डेवलपर्स प्राइवेट लिमिटेड के द्वारा दिव्या प्रकाश,

ATLASPUR CONSTRUCTION & DEVELOPERS PRIVATE LIMITED

पुत्र श्री चंद्र प्रकाश गुप्ता

निवासी: मकान नंबर सी-84, ब्लॉक-सी, सेक्टर-44, नोएडा

व्यवसाय: नौकरी

पक्षकार द्वारा सत्यापित पैन् XXXXXX 795Q

क्रेता: 1

Handwritten signature



श्री शोभा लिमिटेड के द्वारा अरविंद कुमार,

पुत्र श्री रौनकी राम सैनी

निवासी: डी-204, टावर-डी, ऋषभ क्लाइड्स सोसाइटी, अजयपुर, गजियाबाद

व्यवसाय: नौकरी

पक्षकार द्वारा सत्यापित पैन् XXXXXX 723E

ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1



श्री पुष्प रजन कुमार, पुत्र श्री युगल किशोर सिंह

निवासी: वार्ड नंबर 9, बहुवारा, भोजपुर, बिहार

व्यवसाय: नौकरी

पहचानकर्ता: 2

Handwritten signature



श्री शिवम कुमार, पुत्र श्री संजय

निवासी: साहिबाबाद उर्फ ककराई, बुलन्दशहर, उ.प्र.

व्यवसाय: अन्य

Handwritten signature



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम,
उप निबंधक: दादरी
गौतम बुद्ध नगर
20/11/2025

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

लोकेश गुप्ता,
निबंधक ज़िपिक गौतम बुद्ध नगर
20/11/2025

AND WHEREAS the Authority has recognized the Co-Developer as “co-developer” along with the Developer for the purposes of the Projects, the Project Land and the Lease Deed vide its order no. order no. 7774/77-4-20236011/2023

AND WHEREAS the Government of Uttar Pradesh vide its order no. 7774/77-4-20236011/2023 dated December 21, 2023, announced certain reliefs and concession for legacy stalled projects in Greater Noida region, and the Projects qualify for such reliefs and concessions under the Legacy Stalled Project Resolution Policy. The Developer along with the Co-Developer have made an application to Authority for grant of such reliefs and concessions under Legacy Stalled Project Resolution Policy vide their letter dated 21/07/2025 and the Authority have acknowledged and accepted the same vide its confirmation letter no. G.N./builders/2025/491 dated 07/08/2025

AND WHEREAS in terms of the provisions of the Co-Developer Policy the Parties are required to sign and execute this Agreement. The Co-Developer Policy shall form an integral part and shall be read together with this Agreement as **Annexure- I** as if fully set forth hereunder and all the terms and conditions set out in the Co-Developer Policy and amendments thereof shall be binding on the Parties. In case of any inconsistency between the terms of this Agreement and the Co-Developer Policy, the terms of the Co-Developer Policy shall prevail to the extent of such inconsistency.

NOW, THEREFORE, this Agreement witnesses as follows:

In consideration of the mutual covenants of the Parties, the sufficiency whereof is hereby acknowledged and other good valuable considerations, the Parties have agreed as follows:


1. Definitions and interpretations

1.1 Definitions

Capitalized terms used in this Agreement shall have their respective defined meanings, and/or shall have the meanings specified in the and subsequently executed Development Agreement between the Applicant and the Authority unless the context expressly or by necessary implication otherwise and requires.

- (a) '**Authority Letter**' shall mean order no. BUILDERS/2025/341 dated 02/06/2025 issued by the Authority recognizing Sobha Limited as the co-developer for purposes of the Projects, the Project Land and the Lease Deed.

Page 4 of 30

<p>For SOBHA LIMITED</p>  <p><i>[Signature]</i> Authorized Signatory</p>	<p>Attest: Construction & Developers Pvt. Ltd.</p> <p><i>[Signature]</i> Authorized Signatory</p> <p>Developer</p>	<p><i>[Signature]</i></p> <p>Authority</p>
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Greater Noida Indl. Dev. Authority



- (b) **‘Co-Developer Policy’** means the policy issued by Infrastructure and Industrial Development Commissioner, Government of Uttar Pradesh vide order bearing no. 7774/77-4-20236011/2023 dated December 21, 2023, as amended vide order bearing no. dated read with the Authority Letter.
- (c) **‘Lease Deed’** means the lease deed dated 11/04/2025 executed by and between the Authority and the Developer [and co- developer – **NOT APPLICABLE**] and registered as duly registered as document no. 19907 in Book No.1 Jild No. 31075, from pages 253 To 288 at the Office of Sub-registrar Sadar, Gautam Budh Nagar on dated 15/04/2025 the office of Sub-Registrar, Gautam Budh Nagar, [read along with the Correction Deed dated registered as document no. in Book no. 1, Vol. no. at Pages to in the office of Sub-Registrar, Gautam Budh Nagar and Declaration Deed dated registered as document no. in Book no., Vol. no. at Pages to in the office of Sub-Registrar, Gautam Budh Nagar- **NOT APPLICABLE**] and **Supplementary Lease deed** duly registered as document no. 29326 in Book No. 1, Jild No: 31586, from pages 225 to 244 at the Office of Sub registrar, Gautam Budhh Nagar on 03/06/2025.
- (d) **‘Legacy Stalled Project Resolution Policy’** means the legacy stalled project resolution policy issued by Infrastructure and Industrial Development Commissioner, Government of Uttar Pradesh vide letter order bearing no. 7774/77-4-2023-6011/2023 dated 21st December, 2023 on the basis of report of MoHUA Committee to examine the issues related to legacy stalled real estate projects released in July, 2023 under the chairmanship of Shri Amitabh Kant, G-20 Sherpa (Ex. CEO Niti Aayog).
- (e) **‘Projects’** means collectively group housing projects being developed or to be developed over the Project Land in various phases, [including Phase 1 Project and Phase 2 Project-**NOT APPLICABLE**], **“Project”** shall be construed accordingly
- (f) **‘Project Land’** means all that piece and parcel of group housing plot admeasuring 47604.68 square meters and bearing no. GH- 12, Sector- 1, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, more particulars described in **Annexure- II** and clearly delineated and shown in the attached plan and marked hereto as **Annexure- III**.

1.2 Interpretation

Page 5 of 30

<p>For SOBHA LIMITED</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p> <p>Co-Developer</p>	<p>Ataspur Construction & Developers Pvt. Ltd.</p> <p><i>[Signature]</i></p> <p>Authorised Signatory</p> <p>Developer</p>	<p><i>[Signature]</i></p> <p>Authority</p> <p>Greater Noida Ind. Dev. Authority</p>
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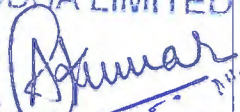
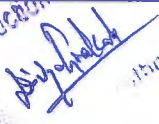



- (a) For the purpose of the Agreement, where the context so requires, the singular shall be deemed to include the plural and vice-versa and masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) References to a 'person' if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof.
- (c) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of the Agreement.
- (d) The references to this Agreement shall include all recitals, annexures and exhibits of the Agreement and all of such recitals, annexures and exhibits shall be deemed to be an integral part of this Agreement.
- (e) References to the word 'include' and 'including' shall be construed without limitation.
- (f) Any reference to 'day' shall mean a reference to a calendar day.

2. Purpose of this Agreement

- 2.1. The purpose of the Agreement is to recognize the Co-Developer as “co-developer” along with the Developer for the purposes of the Projects, the Project Land and the Lease Deed and specify the responsibilities/duties/liabilities of the Members towards the execution, implementation and completion of the Projects.
- 2.2. The Co-Developer has agreed to share 33% of the sales revenue from the Project with the Developer in the manner as detailed and described in the supplementary agreement to be executed by Developer and Co-Developer in pursuance of clause 8 of this Agreement and the Co-Developer will be entitled to the balance 67% of sales revenue.

3. Duration

<p>For SOBHA LIMITED</p>  <p>Authorized Signatory</p>	 <p>Developer</p>	 <p>Authority</p>
Co-Developer	Developer	Authority



3.1. This Agreement shall come into force and effect as of the date of signing of the Agreement by the Parties, the Developer and Co-developer shall be required to complete the group housing pockets on allotted plots as per approved layout plan and get occupancy certificate issued by the Building Cell Department of the GNIDA in maximum 5 phases within a period of 7 years from the date of execution of Lease Deed. The Developer and Co-Developer shall be required to complete the construction of minimum 15% of the total FAR of the allotted plot as per approved layout plan and get occupancy/completion certificate of the first phase accordingly issued from the Building Cell of GNIDA within a period of 3 years from the date of execution of Lease Deed.

4. Coordinator

4.1. The Members hereby understand and agree that there shall be a 'Lead Member' who shall be the point of contact for the purpose of the Projects, Project Land and the Lease Deed. It is hereby agreed by the Members that for the purpose of the Agreement, the Co-Developer has been appointed as Lead Member. The Co-Developer is hereby specifically authorized by the Members to make representations and declarations on their behalf. However, Members shall be jointly and severally liable to the Authority as per the terms of the Co-Developer Policy read with the Lease Deed.

4.2. For the purpose of the Agreement, the Co-Developer shall be the point of contact for the Authority. Any communications from the Authority to the Co-Developer and the Developer shall be deemed to have been duly provided to the Members.

4.3. For the avoidance of doubt, it is hereby clarified that Members shall be held jointly and severally responsible for the obligations towards the Authority as set out in the Lease Deed read with the Co-Developer Policy.

4.4. The Developer hereby irrevocably appoints the Co-Developer as the Developer's attorney (as Developer's irrevocable general power of attorney holder) vesting the Co-Developer with full power and authority to act in the place and on behalf of the Developer and in Developer's name acting through any of its representatives or any person authorized by the Co-Developer in this regard for the purposes hereinafter expressed, that is to say:

i. to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Co-Developer shall think proper

Page 7 of 30

<p>For SOBHA LIMITED</p>  <p>Authorised Signatory</p> <p>Co-Developer</p>	<p>Atlaspur Construction & Developers Pvt. Ltd.</p>  <p>Authorised Signatory</p> <p>Developer</p>	 <p>Manager (Builders)</p> <p>Greater Noida, Dev. Authority</p>
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or expedient for carrying out and perform all its rights and obligations and utilize all its entitlements/ benefits/ rights as stated under this Agreement, including without limitation to: (a) for execution, implementation, development, construction, completion, mortgage including but not limited to procuring the required Approvals, no objection certificates and registration under RERA from competent Government Authority(ies), and (b) to sign, execute and present for registration the sub-lease deeds/ flat buyer agreements/ allotment letters/ allotment agreements/ agreement to sell/ tripartite agreement/ permission to mortgage/ NOC to mortgage the units and/ or any other document to be executed in favor of prospective purchasers/ allottees of the unit in the Projects;

- ii. execute and do all acts, deeds and things which the Co-Developer is authorized to execute and do under the covenants and provisions contained under the Agreement and the supplementary agreement;
- iii. generally, use the name of the Developer in the exercise of all or any of the powers by these presents or by law conferred on the Co-Developer.
- iv. to enter into, make, sign, execute, deliver, acknowledge and perform all engagements, contracts, agreements, indentures, papers, documents, writings, things, deeds etc. that may be necessary or proper to be entered into and signed, sealed, executed, delivered, acknowledged and performed for any of the purposes of the Agreement.

4.5 The Developer hereby ratifies, confirms and agrees to ratify and confirm all acts and things which any attorney appointed pursuant to Clause 4.4 above shall lawfully do or purport to do in exercise of the powers granted therein. The Developer hereby agrees not to revoke the power of attorney granted under Clause 4.4 above during the term of this Agreement.

4.6 The Co-Developer shall have full power to delegate the powers, authorities and discretions conferred on it by this Agreement (including the power of attorney) to any person on such terms and conditions as it shall see fit, which shall not preclude exercise of those powers, authorities or discretions by it or any revocation of the delegation or any subsequent delegation. The Co-Developer hereby agrees to ratify and confirm any such acts which are lawfully done by the delegate.

4.7 The power of attorney under Clause 4.4 has been granted for a valuable consideration as per supplementary agreement of which is hereby

<p>For SOBHA LIMITED</p> <p><i>D Kumar</i> Authorized Signatory</p> <p>Co-Developer</p>	<p>Atlaspur Construction & Developers Pvt. Ltd.</p> <p><i>Divyanshu</i> Authorized Signatory</p> <p>Developer</p>	<p><i>Sah</i></p> <p>Authority</p>
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acknowledged by the Developer and is consequent to an interest created in favour of the Co-Developer in the Project Land and to this intent and purpose, it shall be in accordance with Section 202 of the Indian Contract Act, 1872. The Developer agrees and undertakes that the said power of attorney is irrevocable and shall not be cancelled, revoked or modified in any manner.

4.8 It is clarified that for the purpose of exercising its rights and entitlements under this Agreement and in respect of the Project Land, the Co-Developer will be entitled to use and rely upon the power of attorney under Clause 4.4. It is expressly agreed and understood by the Developer that in the event any Governmental Authority requires any act, thing or deed, to be done/ performed on part of the Developer for the purpose of giving effect to the transaction contemplated in terms hereof or for the development, construction and completion of the Projects, despite the Developer having given the power of attorney, the Developer shall facilitate the Co-Developer with regard to the aforesaid and undertake such act, thing or deed, to be done/ performed by the Developer as required by the Governmental Authority.

5. Rights and obligations

5.1 The Members and the Authority hereby unconditionally and irrevocably agree and recognize that during the term of this Agreement, the expression “Lessee” as used and understood in the context of the Lease Deed and/or the Project Land shall henceforth be deemed to mean and include the Developer and the Co-Developer. Further, the Authority and the Developer has agreed to handover physical possession of the Project Land to the Co-Developer simultaneously with the execution of this Agreement, and the Co-Developer shall have full right and authority to remain in possession of the Project Land, continuously to uninterruptedly exercise its rights and perform its obligations in terms of this Agreement upon taking over the possession of the Project Land.

5.2 The Parties agree and acknowledge that the Co-Developer is authorised and permitted to exclusively manage the business and affairs of the Projects [other than Phase 1 Project- **NOT APPLICABLE**] and all activities incidental thereto, and is entitled and authorised to perform (or cause to be performed) all managing and overseeing services related to the development, construction, marketing, sales, allotment and completion of the Projects [other than Phase 1 Project **NOT APPLICABLE**] in the name of the Co-Developer, and all activities and matters incidental thereto, including without limitation those set out in Annexure IV of this

<p>For SOBHA LIMITED</p> <p><i>Adhwal</i> Authorised Signatory</p>	<p><i>Singhal</i> Authorised Signatory</p>	<p><i>Shah</i></p>
<p>Co-Developer</p>	<p>Developer</p>	<p>Authority</p>



Agreement. For avoidance of doubt, it is clarified that the Co-Developer is granted and entitled to exclusively exercise the Development Rights in relation to the Project.

- 5.3 The Co-Developer shall execute and/or admit execution of all sub-lease deeds/ flat buyer agreements/ allotment letters/ allotment agreements / agreement to sell / tripartite agreement / permission to mortgage/ NOC to mortgage the units and/ or any other document to be executed in favor of prospective purchasers/ allottees of the unit in the Projects [other than Phase 1 Project - **NOT APPLICABLE**] in the name of the Co-Developer, and do all such deed, act and things and to execute such deed and documents as it may deem fit and proper in connection with the foregoing, and all such act, deeds and things done by the Co-Developer pursuant to the foregoing shall be legally binding on the Members.
- 5.4 The Developer and Co-Developer shall open and operate the jointly escrow accounts/ project account/ RERA account for the Projects and/or pertaining to the Project Land in each case in the name of the Developer and Co-Developer and shall enter into and execute the escrow agreement for the establishment of such escrow accounts/ project account/ RERA account.
- 5.5 In lieu of the Co-Developer Policy and Legacy Stalled Project Resolution Policy, the Authority agrees to permit the following requirements to facilitate smooth revival and execution of the Projects by the Members:
- 5.5.1 To grant and issue conditional permission to mortgage to the new lender(s) to the Projects;
- 5.5.2 To grant and issue permission to mortgage to the home loan lender of the Projects;
- 5.5.3 To grant revision of Sanctioned Plan for at least 03 (three) years for the **Projects as recommended under in the Authority Letter;**
[Clause 5.5.3. NOT APPLICABLE]
- 5.5.4 To recommend UP-RERA to grant extension of registration period for the Projects in line with the time period to be granted by the Authority under revision of building plans.
[Clause 5.5.4 NOT APPLICABLE]
- 5.6 The representations and declarations and all such acts, deeds and things regarding the Projects made/done by the Co-Developer pursuant to this Agreement shall be legally binding on the Members.

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<p>For SOBHA LIMITED</p> <p><i>Adhinar</i> Authorised Signatory</p> <p>Co-Developer</p>	<p>Atlaspur Construction & Developers Pvt. Ltd.</p> <p><i>Divyanshu</i> Authorised Signatory</p> <p>Developer</p>	<p><i>Shah</i></p> <p>Authority</p>
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5.7 Each Party shall use reasonable efforts to perform and fulfill, promptly, actively and on time, all of its obligations under the Agreement.

6. Responsibilities towards each other

The Parties shall act in good faith and use reasonable efforts to ensure time bound compliance of their obligations under the Agreement and promptly act to correct any error therein as soon as it comes into the knowledge.

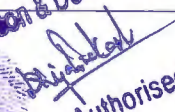

7. Representation and warranties

Each Party hereby represent and warrant for itself that:

- (a) It is duly organized and validly existing under the prevailing laws of India and has full power and authority to enter into the Agreement and to perform its obligations under the Agreement.
- (b) this Agreement constitutes a valid and binding obligation of such Party, enforceable against it in accordance with the terms hereof, and the execution, delivery and performance of the Agreement and all instruments or agreements required hereunder do not contravene, violate or constitute a default of or require any consent or notice under any provision of any agreement or other instrument to which such Party is a party and by which such Party is or may be bound.
- (c) each of the representations and warranties shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of the Agreement.

8. Supplementary Agreement

The Members shall be entitled to enter into a supplementary agreement providing, *inter alia*, their terms and understanding with regard to the Projects on the Project Land and to set out further rights and obligations of the Members supplementing but not conflicting with those present in the Agreement and Members agree to abide by the terms and conditions of the supplementary agreement. For the avoidance of doubt, it is hereby clarified that Members shall be held jointly and severally responsible for the obligations towards the Authority as set out in the Lease Deed read along with the Co-Developer Policy. In case the Developer or the Co-Developer fails to make the payment of dues of the Authority as prescribed under

For SOBHA LIMITED		
 Authorized Signatory	 Authorized Signatory	 Manager (Builders)
Co-Developer	Developer	Authority



clause 9, the Authority reserves the right to take necessary action as per law to realize its overdue payments.

9. Payment schedule of Authority Net dues:

The Developer and the Co-Developer have jointly and severally agreed to make the payment of the net dues of the Authority as per Legacy Stalled Real Estate Projects issued vide Government Order No. 7774/77-4-2023-6011/2023 dated December 21, 2023:

10. Notices

10.1 Notices, demands or other communication required or permitted to be given or made under the Agreement shall be in writing in English language. Delivery can be made by hand or facsimile message against a written confirmation of receipt or by registered letter or by courier subsequently confirmed by letter.

10.2 Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by registered post or courier at the given address.

11. Arbitration

11.1 Any and all disputes or differences between the Parties arising out of or in connection with the Agreement or its performance shall, so far as it is possible, be settled amicably through consultation between the Parties.

11.2 Any dispute arising in connection with the Agreement which cannot be resolved by the Parties in accordance with the terms of the Agreement shall be settled by sole arbitration in accordance with Arbitration and Conciliation Act, 1996 (as amended). The Parties agree to comply with the awards resulting from arbitration. The arbitration shall be conducted in English language and place of arbitration shall be Gautambuddh Nagar, Uttar Pradesh.

12. No pending litigation:

There is no pending litigation(s) for the Project [Phase 1 and Phase 2] before the Hon'ble NCLT or Court of Law except as on date excluding at RERA [NOT APPLICABLE]

For SOBHA LIMITED		
 Authorised Signatory	 Authorised Signatory	
Co-Developer	Developer	Authority (Officers)

Atthapur Construction & Developers Pvt. Ltd.



13. Force Majeure

None of the Parties shall be held in default in the performance of the obligation, under the Agreement, in the events of force majeure which without any limitation include war, civil commotion, riots, act of god, pandemic, court orders and other government action. In the event of force majeure, the Parties undertake to consult each other.

14. Miscellaneous

14.1 This Agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of the Agreement. The Agreement shall be read together with the Lease Deed, and in the event of any conflict between the terms of the Agreement and the Lease Deed, the terms of the Lease Deed shall prevail.

14.2 Any provision of the Agreement, which is invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof.

14.3 This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India, without giving effect to the principles of conflict of laws there under.

14.4 Any variation or modification to the terms of this Agreement as may be mutually agreed by the Members can only be made with prior approval of the Authority.

14.5 Each Party shall remain bound by this Agreement in accordance with its terms. Each Party acknowledges and agrees that its remedy for breach of this Agreement by the other Party or of any other provision hereof, is to seek specific performance of this Agreement, but in no event is this Agreement terminable, except as otherwise specifically provided for in Clause 3 of this Agreement.

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

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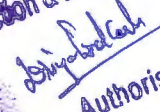

For SOBHA LIMITED		
 <i>Sajmal</i> Authorised Signatory	<i>Ataspur Construction & Developers Pvt. Ltd.</i>  <i>Ataspur</i> Authorised Signatory	<i>Steel</i> Authority
Co-Developer	Developer	Master Builders Gyandar (India) Indl. Dev. Authority



- 14.7 The Parties to this Agreement agree that, to the extent permitted under Applicable Laws, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party. 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.
- 14.8 The Co-Developer is permitted to assign this Agreement (wholly and not in part) to any lender funding the Project, whereby such lender or its nominee shall be entitled to the rights, benefits and liabilities of the Co-Developer under this Agreement either by way of substitution of the Co-Developer/ step-in place of the Co-Developer, at any time, with the prior approval of the Authority. The substituting or step-in person/ entity shall have the same rights as the Co-Developer; however, the Co-Developer shall continue to remain liable for performance of the obligations of the Co-Developer under this Agreement.
- 14.9 This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, shall constitute one and the same instrument.
- 14.10 The Developer & the Co-developer shall be responsible for proper operations of Escrow Account to be open as per Authority's provisions to recover all the dues of the Authority.
- 14.11 The Developer and the Co-developer shall make the 25% payment of the total dues of the Authority should be deposited within the given/prescribed time period.
- 14.12 The Developer shall be held responsible till the project is completed.

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For SOBHA LIMITED

 Anurag Authorised Signatory	 Anil Kumar Authorised Signatory	 Authority
Co-Developer	Developer	Authority

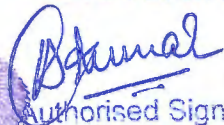


Ataspur Construction & Developers Pvt. Ltd.



- 14.13 The Developer and the Co-developer are equally responsible for the quality of the work & standards prescribed by the Authority.
- 14.14 The Developer and the Co-developer will be equally responsible for the home buyers and will be responsible for all the related eventualities.
- 14.15 The Developer and the Co-developer shall ensure timely completion and delivery of the projects.
- 14.16 The Developer and the Co-developer shall be responsible for all approvals, NOCs & Compliances of the Govt., Authority and Hon'ble Courts.
- 14.17 For clarity, the expressions "Phase 1", "Phase 2", "other than Phase 1 Project", "Phase 1 Remaining Towers" and "other than the Phase 1 Completed Towers" wherever mentioned and used in this Agreement and denoted with NOT APPLICABLE shall not be applicable and stand deleted.
- 14.18 The recommendations made under the facility of Government Order No. 7774/77-4-2023-6011/2023 dated 21.12.2023 as per Amitabh Kant Committee shall be applicable only for group housing component/area in township projects.
- 14.19 The Developer and the Co-developer will be jointly responsible for paying all the dues of the Authority for completion of the Project. No refund shall be given till the completion of the entire Project.

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For SOBHA LIMITED		
 Authorised Signatory	 Authorised Signatory	
Co-Developer	Developer	Authority



Annexure I
Copy of the Co-Developer Policy

Attached Separately

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For SOBHA LIMITED		
  Authorized Signatory	  Authorized Signatory	 Authority
Co-Developer	Developer	Member (Builders) Greater Noida Ind. Dev. Authority



प्रेषक,

मनोज कुमार सिंह,
अवस्थापना एवं औद्योगिक विकास आयुक्त,
उत्तर प्रदेश शासन।

सेवा में,

मुख्य कार्यपालक अधिकारी,
नवीन ओखला औद्योगिक विकास प्राधिकरण /
ग्रेटर नवीन ओखला औद्योगिक विकास प्राधिकरण /
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण।

औद्योगिक विकास अनुभाग-4

लखनऊ: दिनांक: 21 दिसम्बर, 2023

विषय-लिंगेसी स्टाल्ड रियल स्टेट प्रोजेक्ट्स की समस्याओं के निदान के लिए श्री अमिताभ कान्त (एक्स-सी.ई.ओ. नीति आयोग), भारत सरकार की अध्यक्षता में गठित समिति द्वारा की गयी संस्तुतियों के क्रियान्वयन के सम्बन्ध में।

महोदय,

“सफलता में निर्णय का रोल 5% होता है, और क्रियान्वयन की भूमिका 95 फीसदी होती है।”

2. उत्तर प्रदेश शासन नौएडा, ग्रेटर नौएडा एवं यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण के क्षेत्र में लम्बे समय से रूकी गुप हाऊसिंग परियोजनाओं को तत्काल पूरा करने, तथा फ्लैट बायर को यथाशीघ्र मकान उपलब्ध कराने एवं फ्लैट की रजिस्ट्री करने के लिए एक ऐतिहासिक निर्णय लिया है।

3. इस निर्णय के सफल क्रियान्वयन हेतु प्राधिकरण, डेवलपर, वित्तीय संस्थाएं व फ्लैट बायर एवं अन्य सभी स्टेक होल्डर्स का एक्टिव पार्टिसिपेशन आवश्यक है।

4. पुरानी रूकी हुई भू-सम्पदा परियोजनाओं (लिंगेसी स्टाल्ड रियल स्टेट प्रोजेक्ट्स) के सम्बन्ध में आवास एवं शहरी कार्य मंत्रालय, भारत सरकार के आदेश संख्या-ओ-17024 / 1059 / 2017-हाऊसिंग सेक्शन-एमएचयूपीए-पार्ट (9) ईएफएस- 9138424, दिनांक 31.03.2023 द्वारा श्री अमिताभ कान्त (एक्स-सी.ई.ओ. नीति आयोग) की अध्यक्षता में एक समिति का गठन किया गया। समिति को घर खरीददारों के हितों की रक्षा के लिए तथा रूकी हुई परियोजनाओं को समयबद्ध तरीके से पूर्ण करते हुए घर खरीददारों को आवास सौंपने के लिए उपायों की संस्तुति करनी थी। समिति द्वारा विभिन्न स्टेक होल्डर के साथ 05 बैठकें की गयीं और अपनी बैठक दिनांक 20.07.2023 में रिपोर्ट को अन्तिम किया गया। समिति द्वारा अपनी रिपोर्ट दिनांक 24.07.2023 को प्रस्तुत की गयी।

5. रियल स्टेट एक महत्वपूर्ण सेक्टर है और इससे 200 से अधिक इण्डस्ट्रीज जुड़ी हुई हैं तथा इसमें बड़ी संख्या में रोजगार का सृजन होता है। इण्डियन बैंक एसोसिएशन के एक अनुमान के

Kanap



अनुसार पूरे देश में लगभग 4.12 लाख ऐसे घर हैं, जो डेवलपर्स की खराब वित्तीय स्थिति की वजह से पूर्ण नहीं हो पा रहे हैं। इनमें से लगभग 2.40 लाख घर एन.सी.आर. में स्थित हैं। इनके पूर्ण हो जाने से जहाँ एक ओर मध्यम व निम्न वर्ग, जिन्होंने इन मकानों के लिए बड़ी धनराशि बिल्डर्स को अदा की है, उनके मकान का सपना पूरा होगा, वहीं दूसरी ओर क्षेत्र के आर्थिक विकास को गति मिलेगी।

6. नोएडा, ग्रेटर नोएडा एवं यीडा में कतिपय कारणों से ऐसी परिस्थितियाँ उत्पन्न हो गयी कि बिल्डरों द्वारा फ्लैट/घर के बायर्स को पूर्ण निर्मित फ्लैट नियत समय से बहुत अधिक समय बीत जाने के बावजूद भी उपलब्ध नहीं कराया जा पा रहा है। दूसरी तरफ फ्लैट के बायर्स को बिल्डर से फ्लैट की उपलब्धता सुनिश्चित कराने पर प्रश्न चिन्ह होने की वजह से वह अपने देय किशतों का भुगतान बिल्डर को नहीं कर रहे हैं। उक्त के अतिरिक्त बायर, बैंकों से लिए गए लोन की ई.एम.आई. भी चुका रहे हैं तथा रेन्ट के मकान में रेन्टल की अदायगी करने का दोहरा भार भी उठा रहे हैं। बिल्डर्स को बैंक व अन्य वित्तीय संस्थानों से वर्तमान हालातों को देखते हुए अधूरे प्रोजेक्ट को पूरा करने के लिए लोन भी मुहैया नहीं कराया जा रहा है। उपरोक्त डेडलॉक की स्थिति में बिल्डर द्वारा अथॉरिटी को विभिन्न देयकों का भुगतान न करने से अथॉरिटी द्वारा फ्लैट की रजिस्ट्री करने की अनुमति, नक्शा पास करने अथवा रि-न्यू करने एवं परमीशन-टू-मॉर्टगेज आदि भी नहीं दिया जा रहा है। शासन द्वारा लिया गया उपरोक्त विषय पर यह निर्णय विद्यमान डेडलॉक को समाप्त कर सभी पक्षों के हितों की रक्षा करते हुए विकास को आगे बढ़ाने में कारगर भूमिका अदा करेगा। शासन द्वारा इस विषय पर सम्यक् विचारोपरान्त नीतिगत निर्णय लेते हुए एक पैकेज निर्धारित किया गया है।

7. उपर्युक्त वर्णित तथ्यों/परिस्थितियों के दृष्टिगत श्री अमिताभ कान्त, एक्स सी.ई.ओ., नीति आयोग की अध्यक्षता में गठित समिति द्वारा की गई संस्तुतियों पर सम्यक् विचारोपरान्त उन्हें स्वीकार करते हुए राज्य सरकार द्वारा निम्नवत् नीति/पैकेज निर्धारित करने का निर्णय लिया गया है। नीति/पैकेज का मुख्य लक्ष्य होम बायर को रजिस्ट्री के साथ घर/फ्लैट यथाशीघ्र उपलब्ध कराना है।

7.1. प्रकरण जो इस नीति/पैकेज से आच्छादित होंगे :-

- (i) प्राधिकरणों के ग्रुप हाऊसिंग प्रोजेक्ट्स।
- (ii) ग्रुप हाऊसिंग कम्पोनेन्ट यदि किसी वाणिज्यिक प्रोजेक्ट का हिस्सा है तो ग्रुप हाऊसिंग कम्पोनेन्ट की सीमा तक।
- (iii) ग्रुप हाऊसिंग कम्पोनेन्ट ऑफ टाउनशिप डेवलपमेंट प्रोजेक्ट।
- (iv) ग्रुप हाऊसिंग प्रोजेक्ट, जो एन.सी.एल.टी. अथवा कोर्ट में हैं, वह भी इस पैकेज का लाभ ले सकते हैं यदि वह एन.सी.एल.टी. एवं कोर्ट से अपना वाद विद्वान कर रहे हैं अथवा समाप्त कराते हैं।

7.2. प्रकरण जो इस नीति/पैकेज से आच्छादित नहीं होंगे :-

- (i) स्पोर्ट्स सिटी योजना के अन्तर्गत स्थित ग्रुप हाऊसिंग प्रोजेक्ट।
- (ii) रिक्रिएशनल इन्टरटेनमेंट पार्क योजना के अन्तर्गत शामिल ग्रुप हाऊसिंग प्रोजेक्ट।

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(iii) ग्रुप हाऊसिंग प्रोजेक्ट के अतिरिक्त प्रोजेक्ट यानि कॉमर्शियल, इन्स्टीट्यूशनल, इण्डस्ट्रियल आदि।

7.3. प्राधिकरण के बोर्ड के अनुश्रवण में इस नीति/पैकेज का क्रियान्वयन-

इस नीति/पैकेज के अन्तर्गत दिए जा रहे अनुतोष एवं किए जा रहे प्रस्तावों के क्रियान्वयन के लिए आवश्यक निर्णय प्राधिकरण बोर्ड की देखरेख में किया जाएगा। इसके लिए आवश्यकतानुसार बोर्ड विशेष बैठकें आहूत करेगा। समस्या के समुचित निदान होने तक यह विषय प्रत्येक बोर्ड बैठक में एक एजेण्डा के रूप में प्रस्तुत किया जाएगा। बोर्ड आवश्यकतानुसार बिल्डर बायर को भी प्रगति की समीक्षा के लिए आमंत्रित कर सकता है।

8. “शून्य अवधि” का लाभ दिया जाना:

- (i) कोविड-19 पैन्डेमिक- कोविड-19 महामारी के दृष्टिगत दिनांक 01.04.2020 से दिनांक 31.03.2022 की अवधि में जीरो पीरियड का लाभ दिया जाएगा।
- (ii) ओखला बर्ड सेंचुरी के 10 कि.मी. के दायरे में एन.जी.टी. के आदेशों के क्रम में दिनांक 14.08.2013 से 19.08.2015 तक जीरो पीरियड का लाभ दिए जाने पर ग्रुप हाऊसिंग परियोजनाओं पर केस-टू-केस आधार पर विचार किया जाएगा।
- (iii) परियोजनाओं पर अन्य परिस्थितियों के दृष्टिगत प्राधिकरण की नीतियों के अनुसार केस-टू-केस आधार पर जीरो पीरियड का लाभ दिया जाएगा। प्राधिकरण में पूर्व में जमा की गयी धनराशि इन प्राविधानों को लागू करने के उपरान्त वापस नहीं की जाएगी। जीरो पीरियड का आशय यह होगा कि प्रश्नगत अवधि में ब्याज तथा पीनल इन्टरेस्ट नहीं लगेगा तथा किस्तें उक्त अवधि से आगे शिफ्ट की जायेंगी।

9. को-डेवलपर (सह-डेवलपर्स) को शामिल करना: परियोजना को पूरा करने के लिए को-डेवलपर्स को प्राधिकरण के अभिलेखों में रिकोनाईज करते हुए अनुमति दी जाएगी। को-डेवलपर को अनुमति की दशा में प्राधिकरण के ड्यूज को अदा करने तथा परियोजना को पूर्ण करने की जिम्मेदारी संयुक्त रूप से को-डेवलपर तथा आवंटी की होगी।

10. आंशिक सरेंडर नीति/आंशिक कैंसिलेशन नीति: परियोजना के अनुपयुक्त भूमि का आंशिक सरेंडर/कैंसिलेशन की अनुमति होगी। प्राधिकरण सरेंडर की गई भूमि के लिए पहले से भुगतान की गई राशि को डेवलपर्स के बकाया के साथ समायोजित करेगा। पार्शियल सरेंडर पॉलिसी अथवा पार्शियल कैंसिलेशन पॉलिसी के अन्तर्गत डेवलपर अनुपयुक्त भूखण्ड को प्राधिकरण को समर्पित कर सकता है। डेवलपर द्वारा सरेंडर न करने की दशा में तथा प्राधिकरण के ड्यूज की अदायगी न करने की दशा में प्राधिकरण अनुपयुक्त भूखण्ड के आंशिक भाग का एलाटमेंट एवं लीज डीड कैंसिल कर सकेगा।

पार्शियल सरेंडर/कैंसिलेशन के केस में प्रश्नगत भूखण्ड के ड्यूज के सापेक्ष भुगतान की गयी राशि को डेवलपर के नेट ड्यूज से समायोजित की जाएगी। डेवलपर को प्राधिकरण द्वारा भूखण्ड की लागत का 10 प्रतिशत लेकर भूखण्ड हस्तगत किया गया है। प्राधिकरण द्वारा डेवलपर को एक पेमेन्ट प्लान उपलब्ध कराया जाता है, जिसमें 6-10 वर्षों तक छमाही किस्तों के भुगतान का प्लान होता है। इसमें प्रीमियम तथा ब्याज की राशि शामिल होती है। इस निर्गत पेमेन्ट प्लान के अनुसार भूखण्ड का कुल मूल्य (समस्त प्रीमियम राशि तथा ब्याज राशि पेमेन्ट प्लान अवधि) के सापेक्ष भुगतान की गई कुल प्रीमियम तथा कुल ब्याज की राशि के रेशियों में भूखण्ड का सरेंडर/समायोजन अनुमन्य होगा। पीनल इन्टरेस्ट और पैनाल्टी आदि की राशि इसमें शामिल नहीं होगी।

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11. बकाया राशि की पुनर्गणना: सभी बकाया राशि का एक स्वतंत्र चार्टर्ड अकाउंटेंट/तृतीय पक्ष द्वारा पुनः सत्यापन किया जाएगा और इसकी पुनर्गणना लीज डीड की शर्तों तथा प्राधिकरण द्वारा इस विषय पर समय-समय पर निर्गत आदेशों के क्रम में की जाएगी।
12. पट्टा विलेख रद्द न करना: प्रस्तावित पैकेज के अनुसार कार्य की सहमति देने वाले तथा कार्य करने वाले डेवलपर के पट्टा विलेख निरस्त नहीं किए जायेंगे।
13. फ्लैट बायर से कोई अतिरिक्त लागत नहीं लिया जाना: जिस परियोजना में राज्य सरकार के पैकेज/रियायतों का लाभ उठाया गया है, वहां आवास क्रेताओं से कोई जुर्माना/अतिरिक्त ब्याज/अतिरिक्त लागत नहीं ली जाएगी ताकि शासन/प्राधिकरण द्वारा बिल्डर को अनुमन्य कराई जा रही सुविधा अन्ततः बायर को मिल सके।
14. परियोजनाओं के लिए फ्लोर एरिया अनुपात (एफएआर): वर्तमान नीति के अनुसार जरूरी आवश्यकताओं और नियमों को पूरा करने के पश्चात प्रचलित दर पर अतिरिक्त एफ.ए.आर. अनुमन्य कराया जाएगा।
15. परियोजना को अधिकतम 3 वर्ष के अन्दर पूरा करने के लिए समय विस्तार बगैर शुल्क के दिया जाएगा।
16. परमीशन टू मॉर्टगेज (पी.टी.एम.) : पैकेज स्वीकार कर नेट ड्यूज के सापेक्ष 25 प्रतिशत धनराशि जमा करने पर प्राधिकरण द्वारा भूमि गिरवी रखने की अनुमति दी जाएगी ताकि बिल्डर परियोजनाओं को पूरा करने और बकाया राशि के भुगतान के लिए संसाधन जुटा सकें। पी.टी.एम. में प्राधिकरण के ड्यूज का स्पष्ट उल्लेख होगा। वित्तीय संस्था से इस 25% धनराशि को मोबलाईज करने के लिए भी यदि PTM की आवश्यकता है तो उस दशा में वित्तीय संस्था इस आशय का एक पत्र प्राधिकरण को लिखेगी एवं 25% की धनराशि एक independent escrow account में जमा करेगी, जो PTM बैंक को प्राप्त होते ही स्वतः प्राधिकरण के एकाउण्ट में release हो जाएगी।
17. नेट ड्यूज के सापेक्ष 25% धनराशि जमा करने के उपरान्त रजिस्ट्री, प्लैन अप्रूवल, एक्सटेंशन आदि तत्काल उपलब्ध कराया जाएगा।
18. पैकेज स्वीकार करने तथा इसके प्रति प्रतिबद्धता के रूप में डेवलपर्स उपरोक्त कोविड-19 के दृष्टिगत जीरो पीरियड के लाभ के रियायतों के बाद आंगणित धनराशि का 25% साठ (60) दिनों के भीतर प्राधिकरण को भुगतान करेगा। शेष 75% का भुगतान साधारण ब्याज के साथ तीन साल की अवधि में किया जाएगा।
19. 100 करोड़ तक के नेट बकाए की राशि अधिकतम एक वर्ष में अदा की जाएगी। रू. 500 करोड़ तक की नेट बकाए की राशि दो वर्षों में अदा की जाएगी तथा रू. 500 करोड़ से ऊपर की बकाए की राशि 3 वर्षों में अदा की जाएगी। डेवलपर को दी जाने वाली रियायत तथा प्राधिकरण के नेट ड्यूज के भुगतान तथा फ्लैट बायर को मकानों की रजिस्ट्री आपस में लिन्कड रहेगी।

परियोजना की परिस्थितियों को ध्यान में रखकर प्रत्येक बिल्डर द्वारा बायर के फ्लैट के निर्माण को पूर्ण करने तथा प्राधिकरण के ड्यूज के भुगतान की एक समय-सारिणी उपरोक्त प्राविधानों के दृष्टिगत दी जाएगी। प्राधिकरण बोर्ड समय-सारिणी को दिए जाने वाले रिलीफ के साथ लिंक करते हुए प्रोपोजल सम्बन्धित बिल्डर को उपलब्ध कराएगा तथा इसके क्रियान्वयन की मॉनीटरिंग करेगा। यदि कोई माइल स्टोन मिस होता है तो उस अवधि की रियायत राशि का समायोजन नहीं किया जाएगा।

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20. यदि कोई डेवलपर निर्धारित समय सीमा के भीतर परियोजना को पूरा करने में विफल रहता है तो 3 वर्ष की अवधि के बाद ड्यूज की शेष धनराशि पर 20% जुर्माना लगाया जाएगा, और परियोजना प्राधिकरण द्वारा पूरा कराने का प्रयास किया जाएगा। यदि प्राधिकरण को ड्यूज का भुगतान किया जा चुका है तो जुर्माना नहीं लगाया जाएगा।
21. पैकेज को क्रियान्वित करने के लिए निर्धारित चरणबद्ध रणनीति निम्नवत् होगी:-
- (i) पैकेज का क्रियान्वयन प्राधिकरण के बोर्ड द्वारा मॉनिटर किया जाएगा तथा सभी महत्वपूर्ण निर्णय बोर्ड से अनुमोदित कराए जायेंगे। पैकेज के क्रियान्वयन पूर्ण होने तक यह प्रत्येक बोर्ड बैठक में एक एजेण्डा के रूप में अनिवार्य रूप से अनुश्रवण किया जाएगा। आवश्यकतानुसार इसके लिए विशेष बोर्ड बैठकों का आयोजन किया जाएगा, जिसमें यदि आवश्यक हो तो डेवलपर व बायर को भी समय-समय पर अनुश्रवण के लिए आमंत्रित किया जाएगा।
 - (ii) सर्वप्रथम थर्ड पार्टी/सी.ए. द्वारा आंकलित किए गए ड्यूज तथा कोविड-19 से उत्पन्न परिस्थितियों के दृष्टिगत 02 वर्ष की अवधि में दिए जाने वाले जीरो पीरियड की रिलीफ राशि को आंकलित करते हुए उसे ड्यूज की राशि से घटाते हुए नेट ड्यूज की राशि आंकलित की जाएगी।
 - (iii) उक्त आंकलित धनराशि (ड्यूज एवं नेट ड्यूज) से सम्बन्धित बिल्डर को प्राधिकरण में बुलाकर अवगत कराया जाएगा। 25 % धनराशि जमा करने की 60 दिन की अवधि की गणना इस सूचना को बिल्डर को उपलब्ध कराने की तिथि से की जायेगी।
 - (iv) बिल्डर द्वारा नेट ड्यूज की 25 प्रतिशत की धनराशि 60 दिन के अन्दर प्राधिकरण में जमा की जाएगी।
 - (v) यदि कोई को-डेवलपर परियोजना को पूर्ण करने में शामिल होना चाहता है तो वह प्राधिकरण में बिल्डर की सहमति के साथ को-डेवलपर के रूप में परियोजना में शामिल होने के लिए आवेदन करेगा। प्राधिकरण द्वारा 15 दिन के अन्दर को-डेवलपर के विषय में प्राप्त आवेदन पर निर्णय लेते हुए आवेदक को परियोजना में को-डेवलपर के रूप में दर्ज किया जाएगा। इसके उपरान्त प्राधिकरण के बकायों के भुगतान के लिए तथा परियोजना को पूरा करने के लिए ओरिजनल आवंटी तथा को-डेवलपर संयुक्त रूप से जिम्मेदार होंगे।
 - (vi) परमीशन-टू-मार्टगेज: नेट ड्यूज के 25 प्रतिशत की धनराशि जमा करने के उपरान्त प्राधिकरण द्वारा विकासकर्ता को परमीशन-टू मार्टगेज उनके अनुरोध के सापेक्ष उपलब्ध करायी जाएगी। परमीशन-टू-मार्टगेज के पत्र में प्राधिकरण के बकाए की धनराशि का स्पष्ट उल्लेख होगा तथा बकाए की धनराशि जमा होने तक सम्पत्ति पर प्रथम चार्ज प्राधिकरण का होगा। प्राधिकरण के बकाए की राशि के भुगतान के उपरान्त प्रथम चार्ज वित्तीय संस्था को प्राप्त होगा। इस विषय पर पैरा-16 में उल्लिखित व्यवस्था का अनुपालन सुनिश्चित किया जाएगा।
 - (vii) नेट ड्यूज की राशि को कुल इनकम्प्लीट एवं अनरजिस्टर्ड फ्लैटों की संख्या से भाग देते हुए प्रति फ्लैट राशि आगणित की जाएगी और उसके सापेक्ष बिल्डर/को-डेवलपर द्वारा धनराशि जमा करते ही उस संख्या में फ्लैट के रजिस्ट्रेशन की अनुमति तत्काल निर्गत की जाएगी।

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- (viii) परन्तु यह सुनिश्चित किया जाना है कि प्रत्येक दशा में सभी कम्प्लीट फ्लैट एवं फ्लैट, जिनमें ओ0सी0 प्राप्त कर अथवा बिना ओ0सी0 प्राप्त किए फ्लैट बायर निवास कर रहे हैं, उन सबकी रजिस्ट्री आवश्यक औपचारिकताएं पूर्ण कर 03 माह के अन्दर सुनिश्चित की जाएगी।
- (ix) रजिस्ट्री करने के पूर्व यह सुनिश्चित किया जाएगा कि फ्लैट/टॉवर को फायर एन. ओ.सी., स्ट्रक्चरल एन.ओ.सी. एवं अन्य सभी आवश्यक एन.ओ.सी. सक्षम प्राधिकारियों से प्राप्त है।
- (x) एन.ओ.सी. ससमय प्राप्त हो, इसके लिए इस पैकेज के क्रियान्वयन के लिए आहूत की जाने वाली विशेष बोर्ड बैठकों में/अथवा सामान्य बोर्ड बैठकों में ऐसे सभी विभाग/पदाधिकारियों के प्रतिनिधि, जिन्हें एन.ओ.सी. निर्गत करना है, वह विशेष आमंत्रि के रूप में बुलाए जायेंगे तथा प्रोजेक्टवार एन0ओ0सी0 आदि निर्गत करने के कार्यवाही की प्रगति की समीक्षा की जाएगी।
- (xi) 03 माह के अन्दर उपरोक्त पैरा-21 (viii) में अंकित श्रेणी के सभी फ्लैट की रजिस्ट्री को पूर्ण करने के लिए डेवलपर/को डेवलपर द्वारा उपरोक्तानुसार प्रति फ्लैट आंकलित धनराशि जमा करनी होगी, यह धनराशि नेट ड्यूज के 25% जमा की गई धनराशि से अधिक होने पर डेवलपर द्वारा उपरोक्तानुसार धनराशि जमा न किए जाने की दशा में प्राधिकरण उस ग्रुप हाऊसिंग प्रोजेक्ट के साथ सम्बद्ध कॉमर्शियल प्रोपर्टी को अटैच करते हुए सील कर अपने कब्जे में लेगा और उसका मूल्यांकन करते हुए उसके वैल्यू के समतुल्य प्रति फ्लैट नेट ड्यूज की राशि के अनुसार फ्लैट की रजिस्ट्री सुनिश्चित करायेगा। उपरोक्तानुसार अटैच की जाने वाली कॉमर्शियल प्रोपर्टी से यदि सभी फ्लैटों की रजिस्ट्री सम्भव नहीं हो पा रही है तो प्राधिकरण आवंटित भूखण्ड का पार्शियल सरेंडर अथवा पार्शियल कैंसिलेशन करते हुए अवशेष भूखण्ड पर कब्जा प्राप्त कर उसकी समतुल्य राशि के बराबर फ्लैटों की रजिस्ट्री सुनिश्चित करायेगा। इस धनराशि के सापेक्ष बिल्डर द्वारा बैंक गारण्टी भी देने की सुविधा उपलब्ध होगी। उपरोक्तानुसार कार्यवाही करते हुए प्रत्येक दशा में प्रश्नगत श्रेणी के फ्लैट्स की रजिस्ट्री 3 माह में सुनिश्चित की जाएगी। प्राधिकरण के कुल ड्यूज के भुगतान के उपरान्त उपरोक्त अटैचमेन्ट स्वतः समाप्त माना जाएगा।
- (xii) नेट ड्यूज के सापेक्ष 25 प्रतिशत की धनराशि जमा करते ही प्लैन के अप्रूवल व एक्सटेंशन आदि 15 दिन के अन्दर प्राधिकरण द्वारा निर्गत किए जायेंगे।
- (xiii) कोविड-19 के दृष्टिगत 01.04.2020 से 31.03.2022 की अवधि में दिया जा रहा जीरो पीरियड का लाभ अथवा केस-टू-केस आधार पर ओखला बर्ड सैन्क्चुएरी में एन0जी0टी0 के आदेश के परिप्रेक्ष्य में दिए जाने वाले जीरो पीरियड का लाभ अथवा प्राधिकरण के नियमों के अन्तर्गत केस-टू-केस बेसिस पर पूर्व में दिए गए जीरो पीरियड का लाभ वर्तमान में परीक्षण के लिए प्रस्तुत प्रस्ताव में यह ध्यान रखा जाएगा कि वर्णित अवधि का दोहरा लाभ किसी प्रकरण में नहीं प्राप्त हो रहा है।
- (xiv) बिल्डर द्वारा नेट ड्यूज का 25 प्रतिशत धनराशि 60 दिन के अन्दर जमा करने की बाध्यता है और यह नेट ड्यूज थर्ड पार्टी द्वारा आंकलित ड्यूज से कोविड-19 के दृष्टिगत उत्पन्न परिस्थितियों से 01.04.2020 से 31.03.2022 की अवधि में दिए जा रहे जीरो पीरियड के लाभ को घटाकर आंकलित की जाएगी। यदि किसी बिल्डर को कालान्तर में एन0जी0टी0 के आदेश की वजह से अथवा केस-टू-केस बेसिस पर

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कोई अन्य जीरो पीरियड का लाभ प्राप्त होता है तो वह ड्यूज से समायोजित किया जाएगा। परन्तु रजिस्ट्री, परमीशन-टू-मार्टगेज आदि की कार्यवाही नेट ड्यूज के 25 प्रतिशत के भुगतान के उपरान्त अथवा नेट ड्यूज के 25 प्रतिशत के समतुल्य कॉमर्शियल प्रोपर्टी के अटैचमेंट अथवा पार्शियल सरेंडर व पार्शियल कैंसिलेशन के उपरान्त अटैच सम्पत्तियों के सापेक्ष प्रारम्भ की जाएगी।

- (xv) जिन प्रोजेक्ट्स ने ओ.सी./सी.सी. प्राप्त नहीं किए हैं और अभी निर्माण किया जाना है और उन बिल्डर्स द्वारा यह पैकेज स्वीकार किया जाता है तो उन्हें 03 वर्षों तक बगैर चार्ज यानि कि निःशुल्क टाईम एक्सटेंशन ग्रान्ट किया जाएगा। परन्तु 25 प्रतिशत नेट ड्यूज की राशि जमा करने के उपरान्त कोविड-19, एन0जी0टी0 के आदेश अथवा केस-टू-केस आधार पर प्राप्त होने वाले रिलीफ की धनराशि घटाकर अवशेष ड्यूज को जमा करने एवं फ्लैट निर्माण को पूर्ण कर रजिस्ट्री कराने का प्रस्ताव बिल्डर द्वारा दिया जायेगा, जिसे बोर्ड द्वारा देय रिलीफ के साथ लिंक करते हुए अनुमोदन दिया जायेगा।
- (xvi) यदि बिल्डर द्वारा निर्धारित अवधि में फ्लैट ओनर को फ्लैट का कब्जा देते हुए रजिस्ट्री नहीं करायी जाती है तो प्रस्तावित रिलीफ (कोविड-19, एन0जी0टी0, केस-टू-केस बेसिस) पर दिए जा रहे रिलीफ को निरस्त माना जाएगा और कुल तत्समय अवशेष ड्यूज के ऊपर 20 प्रतिशत अतिरिक्त पैनल्टी लगाते हुए प्रोजेक्ट को आवंटित भूमि एवं लीज डीड कैंसिल की जाएगी तथा उसका कब्जा प्राधिकरण द्वारा प्राप्त कर आवश्यक अग्रिम कार्यवाही की जाएगी। उक्त के अतिरिक्त बिल्डर/डेवलपर को ब्लैकलिस्ट करने की कार्यवाही एवं अगले 05 वर्षों तक नोएडा, ग्रेटर नोएडा व यमुना अथॉरिटी के क्षेत्र में ऐसे डेवलपर को भूखण्ड आवंटन नहीं करने पर प्राधिकरणों द्वारा विचार कर कार्यवाही की जायेगी।

22. उपर्युक्तानुसार कार्यवाही किए जाने में भू-सम्पदा (विनियमन एवं विकास) अधिनियम-2016, भू-सम्पदा (विनियमन एवं विकास) नियमावली-2016, उत्तर प्रदेश अपार्टमेंट (निर्माण, स्वामित्व और रख-रखाव का संवर्धन) अधिनियम-2010 एवं भारतीय स्टाम्प एक्ट-1899 के प्राविधानों का अनुपालन सुनिश्चित किया जाएगा।

भवदीय,

Mans
21.12.23
(मनोज कुमार सिंह)

अवस्थापना एवं औद्योगिक विकास आयुक्त।

संख्या-9774(1)/77-4-2023-6011/2023 तददिनांक।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. श्री अमिताभ कान्त, एक्स-सी.ई.ओ., नीति आयोग, सुषमा स्वराज भवन, चाणक्यपुरी, नई दिल्ली-110021, ई-मेल: amitabh.kant@nic.in
2. सचिव, आवासन और शहरी कार्य मंत्रालय, भारत सरकार, निर्माण भवन, नई दिल्ली।
3. डा. विवेक जोशी, सचिव, वित्तीय सेवाएं विभाग, वित्त मंत्रालय, जीवन दीप बिल्डिंग, संसद मार्ग, नई दिल्ली-110001, ई-मेल: secy-fs@nic.in



4. डा0 मनोज गोविल, सचिव, कार्पोरेट कार्य मंत्रालय, 5वां तल, ए-विंग, शास्त्री भवन, नई दिल्ली-110001, ई-मेल: secy.mca@nic.in
5. श्री अरूण कुमार गुप्ता, अपर मुख्य सचिव, नगरीय निकाय एवं नगर एवं ग्राम नियोजन विभाग, हरियाणा सरकार, रूम नं0 303, तीसरा तल, न्यू हरियाणा, सिविल सेक्रेटेरिएट, चंडीगढ़, ई-मेल: fctcp@hry.nic.in
6. श्री रवि मित्तल, अध्यक्ष, भारतीय इन्सॉल्वेंसी एण्ड बैंकरप्सी बोर्ड, 7वां तल, मयूर भवन, शंकर मार्केट, कॉनौट सर्कस, नई दिल्ली-110001, ई-मेल: chairperson@ibbi.gov.in
7. श्री एस.के. होता, प्रबन्ध निदेशक, नेशनल हाऊसिंग बैंक, कोर-5, इंडिया हैबीटेड सेन्टर, लोधी रोड, नई दिल्ली-110003, ई-मेल: hotask@nhb.org.in
8. डा0 एम0एस0 साहू, डिस्टिंगुइशड प्रोफेसर, राष्ट्रीय विधि विश्वविद्यालय, दिल्ली, सेक्टर-14, द्वारिका, नई दिल्ली-110078, ई-मेल: mssahoo@nludelhi.ac.in
9. अध्यक्ष, रेरा, उत्तर प्रदेश, राज्य नियोजन संस्थान, काला कांकर हाऊस, पुराना हैदराबाद, लखनऊ-226001, ई-मेल: contactuprera@up-rera.in
10. अध्यक्ष, रेरा, हरियाणा, न्यू पी.डब्ल्यू.डी. रेस्ट हाऊस, सिविल लाईन, गुरुग्राम, हरियाणा-122001, ई-मेल: hareragurugram@gmail.com
11. श्री सतिन्द्र पाल सिंह, अपर सचिव, आवासन और शहरी कार्य मंत्रालय, निर्माण भवन, नई दिल्ली-110011, ई-मेल: as-mohua@gov.in
12. अपर मुख्य सचिव, वित्त विभाग, उत्तर प्रदेश शासन।
13. अपर मुख्य सचिव, आवास एवं शहरी नियोजन विभाग, उ0प्र0 शासन।
14. प्रमुख सचिव, न्याय विभाग, उ0प्र0 शासन।
15. प्रमुख सचिव, अवस्थापना एवं औद्योगिक विकास विभाग, उत्तर प्रदेश शासन।
16. प्रमुख सचिव, स्टाम्प एवं पंजीयन विभाग, उ0प्र0 शासन।
17. प्रमुख सचिव, नियोजन विभाग, उ0प्र0 शासन।
18. श्री इरफान काजी, चीफ इन्वेस्टमेन्ट आफिसर, SWAMIH इन्वेस्टमेन्ट फण्ड-1, ए-विंग 12वां तल, मैराथन फ्यूचरएक्स, मफतलाल मिल्स कम्पाउन्ड, एन.एम.जोशी मार्ग, लोअर पारेल, मुम्बई-400013, ई-मेल: Irfan.kazi@sbicapventures.com
19. गार्ड फाईल।

आज्ञा से,

Mansu
21.12.23
(मनोज कुमार सिंह)

अवस्थापना एवं औद्योगिक विकास आयुक्त।



Annexure II
Description of the Project Land

Group Housing Plot no.1, GH 12, admeasuring 47604.68 square meters situated in Sector 1, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, and bounded as under:

- East: As per Site plan marked as Annexure III
- West: As per Site plan marked as Annexure III
- North: As per Site plan marked as Annexure III
- South: As per Site plan marked as Annexure III

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For SOBHA LIMITED		
 Anand Authorised Signatory	 Anand Authorised Signatory	 Anand
Co-Developer	Developer	Authority

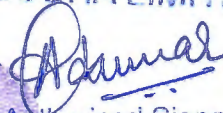




Annexure III
Layout Map of the Project Land

Attached Separately

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For SOBHA LIMITED		
 Authorised Signatory	 Developer	 Authority
Co-Developer	Developer	Authority

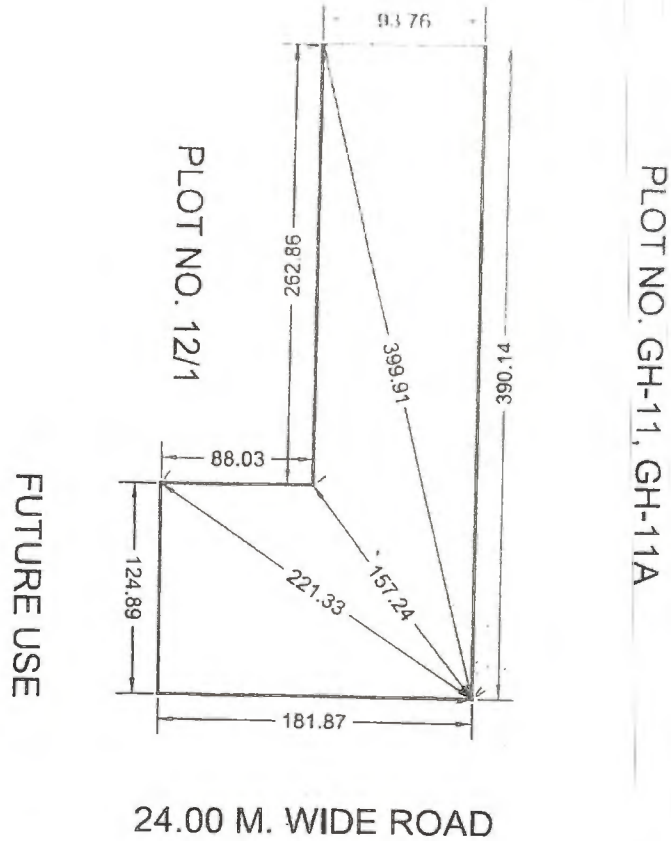
Manager (Builders)
Greater Noida Indl. Dev. Authority




PLOT NO. GH-12

60.00 M. WIDE ROAD

565



AREA = 47604.68 Sqm.

SIGN Atlaspur Construction & Developers Pvt. Ltd. <i>Singh</i>		SIGN <i>26/6/21</i>		N ↑
POSSESSION TAKEN OVER Director		POSSESSION HANDED OVER Manager (Builders)		
REVISED LEASE PLAN FOR PLOT NO. GH-12 SECTOR-1 GREATER NOIDA	PROJ. DEPTT.	<i>Shaw</i> ASST. MANAGER	<i>(Signature)</i> MANAGER	<i>(Signature)</i> SR. MANAGER
	LAND DEPTT.	<i>(Signature)</i> LEKHPAL		<i>(Signature)</i> TAHSILDAR/SDM
	LAW DEPTT.	<i>(Signature)</i> A.L.O.		<i>(Signature)</i> MANAGER
	PLNG. DEPTT.	<i>(Signature)</i> DRAFTSMAN / A. No.		<i>(Signature)</i> ASST. MANAGER
 GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY				



Annexure IV
Rights and Responsibilities of the Co-Developer

1. The capitalized words or expressions used in this Annexure IV (unless specifically defined in this Annexure IV) shall have the meaning ascribed to such terms in the other Part of the Agreement. In this Annexure IV the following capitalized words or expressions shall have the following meaning.

“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 of 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 Governmental Authority having jurisdiction over the matter in question;

“Approvals” shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions, renewals, extensions, registrations and approvals, as may be required for the construction, development, sale and completion of the Project, including but not limited to registration under Real Estate (Regulation and Development) Act, 2016, zoning, layout plan, building plan sanction, license, fire safety approval, clearances from Airport Authority of India, consent to establish and operate from Central / State Pollution Control Board, approvals cum consents from Ministry of Forest (including permission for felling trees), DPCB approval, approvals from electrical / sewerage / water connection authority for construction, integrated infrastructure development, approvals required for external, peripheral areas and internal development of the Project, approvals required for completion of trunk infrastructure including roads, water supply, street lighting, drainage and sewerage in the Project, approvals required for completion of the Project and occupation thereof, approvals required under applicable labour laws in relation to the construction and development of the Project, environmental clearance, approvals (as may be applicable) of the Ministry of Environment, Forest and Climate Change (Government of India), public works department, National Highways Authority of India, State Highways Authority, Municipal Office, National Monument Authority,

  Authorised Signatory	  Authorised Signatory	
Co-Developer	Developer	Authority



Archeological Survey of India (ASI) or any other 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 construction, development, ownership, management, disposal, transfer of or creation of third party interest in the Project;

“**Claims**” shall mean all actual 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);

“**Contractors**” shall mean the contractor, sub-contractors and all other 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 for the construction, development, of the Project and/ or the exercise of its Development Rights under this Agreement and sale and Marketing of the Project;

“**Development Rights**” shall:

In relation to “**Phase 1 Remaining Towers**” refer to the irrevocable and exclusive right to develop and complete the Phase 1 Remaining Towers - and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to

- (a) enter upon the Project Land and take control of the Phase 1 Remaining Towers and every part thereof for the purpose of developing and completing the Phase 1 Remaining Towers;
- (b) appoint architects, structural engineers and other relevant service providers, at the sole discretion of the Co-Developer, to undertake development and completion of the Phase 1 Remaining Towers and all other allied activities in relation thereto in compliance with the Applicable Laws;
- (c) at the Co-Developer’s discretion, manage, supervise and monitor the Phase 1 Remaining Towers and to oversee the performance of its

<p>For SOBHA LIMITED</p>  <p>Anurag Authorised Signatory</p>	<p>Atalpur Construction & Developers Pvt. Ltd.</p>  <p>Anurag Authorised Signatory</p>	
Co-Developer	Developer	Authority



contractors in terms of their relevant contracts, through any Person nominated by the Co-Developer or through the appointment of an independent project management consultant;

- (d) to obtain the Approvals and renew or modify the said Approvals to the extent applicable to the Phase 1 Remaining Towers as per this Agreement or as required under Applicable Law;
- (e) to manage and undertake the customer relationship management function for the Phase 1 Remaining Towers, including communicating with the allottees *inter-alia* for calling for payments from the allottees in relation to the units in the Phase 1 Remaining Towers as well as settlement of outstanding claims/ dues as per their respective agreement with the Developer;
- (f) generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights in relation to Phase 1 Remaining Towers and all acts, deeds and things that may be required for the development and completion of Phase 1 Remaining Towers; and
- (g) carry out any and all other acts, deeds and things that may be required for the implementation and completion of the Phase 1 Remaining Towers;

- entire expression of "Development Rights" including Clause (a) to (g) NOT APPLICABLE]

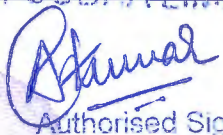


In relation to **"Project [other than Phase 1 Project - NOT APPLICABLE]"** refer to the irrevocable and exclusive right to develop, design, construct, execute, market, sell and complete the Project Land, the entire development rights over the Project Land in relation thereto and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- (a) enter upon and take 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;
- (b) plan, conceptualize, design, construct, develop, execute, market, operate and sell the Project as per the Co-Developer's sole discretion in accordance with its strategy and design guidelines;
- (c) plan, conceptualize, design, construct, develop and execute the Project in accordance with its strategy and design guidelines;

FOR SOBHA LIMITED		
 Anurag Authorised Signatory	 Dipankar Authorised Signatory	 Subh
Co-Developer	Developer	Authority



- (d) appoint architects, structural engineers and other relevant service providers, at its sole discretion, for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project Land and other relevant service providers for all other allied activities including layout, aesthetics and landscaping in compliance with the Applicable Laws;
- (e) at its sole discretion, manage, supervise and monitor the Project and to oversee the performance of its Contractors in terms of their relevant contracts, through any Person nominated by the Co-Developer or through the appointment of an independent project management consultant;
- (f) launch the Project and issue advertisements in such mode as may be deemed fit by the Co-Developer and announce the development of the Project and invite prospective Purchasers, lessees, licensees etc. for allotment and sale of the units comprised in the Project and have the unhindered and exclusive right to market the Project;
- (g) enjoy the entire FAR entitled for Residential Use and development potential, current or future, on the Project Land;
- (h) 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;
- (i) brand the Project, at its sole and exclusive discretion, and include the logo of the Developer and the Co-Developer, as the landowner and the developer, respectively of the Project;
- (j) determine the developments thereon including naming various unit types and buildings to be developed in the Project;
- (k) market the Project through utilization of the brand of the CoDeveloper, on all promotional material, print media, tele-media, events, advertisement, etc., relating to the Project, and include the logo of the Developer and the Co-Developer, as the landowner and the developer, respectively of the Project;
- (l) issue any press release or make any public statement or other communication about the Project and/or the development;
- (m) allot, lease, sub-lease, license or otherwise dispose of or alienate the units and common areas comprised in the Project by way of sale, allotment, or any other recognized manner of transfer and have the

For SOBHA LIMITED		
 Anurag Authorised Signatory	 Anil Authorised Signatory	 Sach
Co-Developer	Developer	Authority



11/11/2022

11/11/2022

sole authority to determine and control pricing of the units and car parking spaces comprised in the Project to be developed on the Project Land;

- (n) enter into agreements/ builder buyer agreements/ agreement to sell/ sub-lease 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 units and common areas comprised in the Project 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 Co Developer, in the manner the Co-Developer may deem fit;
- (q) to obtain the Approvals and renew or modify the said Approvals as per this Agreement or as required under Applicable Law;
- (r) make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals for the Project and/or the Project Land 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 Co-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) determine the set-back area in relation to the Project Land as may be required under the Applicable Laws and to take all necessary steps in that regard and to make necessary correspondences;

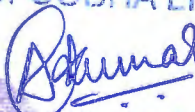


For SOBHA LIMITED

  Authorised Signatory	  Authorised Signatory	
Co-Developer	Developer	Authority <i>(Builders)</i>

Greater Noida Ind. Dev. Authority



- (u) create a charge/ mortgage on the Project Land, Development Rights and Developer's Share in the current and future constructed area under the Project and its receivables from the Project;
- (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 units and common areas in the Project including but not limited to brokerage agreements;
- (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;
- (x) to file and register all requisite deeds and documents under the UP Apartment Ownership Act, 20103, including the deed of declaration;
- (y) manage/ maintain the Project/ Project Land and the property and facilities/ common areas constructed upon the Project Land and/or to transfer/ assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;
- (z) take appropriate actions, steps and seek compliances and exemptions under the provisions of the Applicable Laws in relation to the Project;
- (aa) 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 units to be developed in the Project and appear before the jurisdictional sub registrar towards registration of the documents, as envisaged herein and under the general power of attorney;
- (bb) give receipts and upon execution of the definitive documents in favour of Purchasers; hand over ownership, possession, use or occupation of the units in the Project, car parking spaces, and wherever required proportionate undivided interest in the land underneath i.e., the Project Land without any further reference to the Developer;
- (cc) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (dd) 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

<p>FOR SOBHA LIMITED</p>  <p>Authorised Signatory</p>	 <p>Authorised Signatory</p>	
Co-Developer	Developer	Authority Manager (Builders)



may be required for the development, construction and implementation of the Project and for compliance with the terms of this Agreement; and

- (ee) carry out any and all other acts, deeds and things that may be required for the implementation and completion of the Project;

“Execution Date” shall mean the date on which this Agreement is executed by the Party;

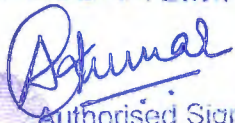


“Financing Party” shall mean the person (including its trustee and agents) which has provided or agreed to provide the Project Finance to the Co Developer;

“Governmental Authority(ies)” shall mean the central government, state government, including but not limited to the Government of Uttar Pradesh, any other local town and country planning authority, any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making and/or enforcing entity having or purporting to have jurisdiction on behalf of the Republic of India or any State or other sub-division thereof or any municipality, district or other sub-division thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the execution, implementation, development and completion of the Project;

“Marketing” (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Co-Developer including but not limited to branding, pricing, sales, product mix, advertising, promotion for (a) sale/ lease/ sub-lease/ transfer of the units in the Project [other than Phase 1 Project- **NOT APPLICABLE**], (b) fixation of price, and (c) the allotment, sale/ lease/ sub-lease/ transfer or any other method of disposal, transfer or alienation of the units in the Project [other than Phase 1 Project- **NOT APPLICABLE**] and calling for the payments from the Purchasers in relation to the units in the Project and the receipt and acceptance by the Co-Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;

“Project Finance” shall mean any fund or loan or funding obtained by way of external financing, or from any financial institution, non-banking finance

For SOBHA LIMITED

 Akhmal Authorised Signatory	 Anil Kumar Authorised Signatory	 Jitendra Authorised Signatory
Co-Developer	Developer	Authority

Ataspur Construction & Developers Pvt. Ltd.
Greater Noida Indl. Dev. Authority



companies, alternate investment funds or bank for construction or development or land cost or any other costs related to the Project and/or Project Land;

“**Purchasers**” shall mean and include any buyer, allottee, purchaser, transferee, sub-lessee including a purchaser in default, assignee, applicant, whether an individual, corporate or otherwise, for any unit / flat or other part of the Project.

3. **Grant of Development Rights**

3.1 On and from the Execution Date, the Co-Developer is granted an irrevocable Development Rights in respect of the Project Land in general and the Projects (other than the Phase 1 Completed Towers - **NOT APPLICABLE**) in particular, on an exclusive basis along with all ancillary and incidental rights as set forth in this Agreement, and the Developer authorizes and empowers the Co-Developer to develop the Projects [other than Phase 1 Completed Towers - **NOT APPLICABLE**] on the Project Land in the name of the Co-Developer. For avoidance of doubt, it is clarified that the Co-Developer is granted and entitled to exclusively exercise the Development Rights in relation to the Project .

3.2 The Co-Developer is solely entitled to implement and develop the Projects [other than Phase 1 Project - **NOT APPLICABLE**] in the name of the Co-Developer, including but not limited to the quality, cost, design, layout, aesthetics, etc. and shall have all the rights as may be necessary, or required by the Co-Developer to manage, undertake and co-ordinate, inter-alia, the construction, implementation, development of the Projects [other than Phase 1 Project - **NOT APPLICABLE**] and Marketing and sales of the Projects [other than Phase 1 Project - **NOT APPLICABLE**]. For avoidance of doubt, it is clarified that the Co-Developer is granted and entitled to exclusively exercise the Development Rights in relation to the Project.

3.3 Simultaneously with the execution of this Agreement, the Developer agrees that the Co-Developer shall have the unfettered right to enter the Project Land directly or through its associates, nominees, Contractors and/ or partners, to do all such acts and deeds required and/ or necessary for exercising the Development Rights and for the implementation and development of the

For SOBHA LIMITED		
  Authorised Signatory	 Authorised Signatory	 Authority
Co-Developer	Developer	Manager (Builders) Authority

Greater Noida Indl. Dev. Authority



Projects [other than Phase 1 Completed Towers - **NOT APPLICABLE**] on the Project Land.

- 3.4 The Developer agrees that if required, it shall from time to time execute such further agreements/ documents, do all such acts and provide such assistance as may be required by the Co-Developer, in its sole discretion and in the name of the Co-Developer, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder. Further, the Developer agrees and undertakes not 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 Co-Developer in the Projects [other than Phase 1 Completed Towers - **NOT APPLICABLE**] and/or the Project Land, in any manner.
- 3.5 The Developer 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 Licenses (including in relation to change of developer under the Approvals to include the name of the Co-Developer). The Members shall act in good faith and take all possible steps and measures to implement the process of obtaining the Approvals. The Members shall sign and execute all documents and make available all information and details and ensure presence of its authorised signatory whenever required for obtaining and renewing the Approvals.
- 3.6 The Developer shall not: (i) deal with the Project Land, the Projects [other than Phase 1 Project - **NOT APPLICABLE**] and/ or enter into any agreement or arrangement with any third party in respect of the Projects [other than Phase 1 Project **NOT APPLICABLE**], Project Land/ part thereof in any manner without the previous written consent of the Co-Developer; (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development, construction and implementation of the Projects [other than Phase 1 Project - **NOT APPLICABLE**] or any part thereof.

4. Collections and Bank Accounts

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For SOBHA LIMITED		
 Anil Authorised Signatory	 Anil Authorised Signatory	 Anil Authorised Signatory
Co-Developer	Developer	Authority



4.1 The Co-Developer shall be solely and exclusively entitled to open and operate such accounts in relation to Projects [other than Phase 1 Project - **NOT APPLICABLE**] in the name of the Co-Developer and for collection of the gross sales revenue and pass through charges, with any commercial bank that the Co-Developer may identify at its sole discretion ("**Bank Accounts**") in accordance with RERA.

4.2 The Co-Developer shall solely control the Bank Accounts and the representatives of the Co-Developer shall be the sole signatories relating to the Bank Accounts with sole powers to deal with the Bank Accounts and to provide instruction to the bank in relation to the Bank Accounts.

5. Project Financing and Mortgage over the Project Land

5.1 The Co-Developer shall, at any time, be entitled to raise Project Finance and inter-alia create a mortgage and/or create a charge on the current and future constructed area of the Projects [other than Phase 1 Project-**NOT APPLICABLE**], the Project Land, the Development Rights and/or receivables of the Co-Developer from the Projects [other than Phase 1 Project - **NOT APPLICABLE**] or any other form of charge to raise Project Finance, with the prior approval of the Authority

5.2 The Co-Developer shall, at its own cost and expense, be entitled to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to raise Project Finance including by way of creating the aforementioned charge.

6. Indemnity – NOT APPLICABLE

The Parties agree and acknowledge that since the Phase 1 Project has already been developed and occupancy certificate has been received for 16 towers and for the remaining 3 towers the occupancy certificate has been applied for by the Developer, the Developer shall be solely liable and responsible for the structural safety and other related issues pertaining to the construction of buildings and units forming part of Phase 1 Project, and to that extent the Developer shall indemnify and hold harmless the Co-Developer and its director and officers from Claims resulting from or relating to or arising out of or in connection therewith. Similarly, the Co-Developer shall indemnify and hold harmless the Developer and its director and officers from Claims resulting from or relating

<p>FOR SOBHA LIMITED</p> <p><i>Ashwini</i> Authorized Signatory</p>	<p><i>Singh</i> Authorized Signatory</p>	<p><i>Shab</i> Manager (Builders)</p>
<p>Co-Developer</p>	<p>Developer</p>	<p>Greater Noida Authority</p>



to or arising out of or in connection with structural safety and other related issues pertaining to the construction of buildings and units forming part of Phase 2 Project. [NOT APPLICABLE]

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 FOR SOBHA LIMITED <i>Rajiv Kumar</i> Authorised Signatory	<i>Praveen Kumar</i> Authorised Signatory	<i>Stab</i>
Co-Developer	Developer	Mangla (Builders) Authority

Greater Noida Indl. Dev. Authority



Sector 1 Residential Development, Greater Noida				
Sl. No	Description	Construction Schedule		Remarks
		Duration	Cumulative Days	
Substructure		430		
1	Site clearances and Mobilisation	40	40	
2	Excavation and Shoring	150	190	
3	Foundation	45	235	
4	Basement 3 Roof Slab	60	295	
5	Basement 2 Roof Slab	60	355	
6	Basement 1 Roof Slab	75	430	
Superstructure		901		
7	Ground Floor Roof Slab - 1st Setting	45	475	
8	Setting of materials for wings	45	520	
9	1st Floor Roof Slab - Double Height Lobby	30	550	
10	2nd Floor Roof Slab	20	570	
11	Typical Floors Slab (3rd to 30th floor)	432	1,002	
12	Typical Floors Slab (31st to 44th floor)	254	1,256	
13	Terrace Floor Roof Slab	30	1,286	
14	Deshuttering last floor (Curing, Deshuttering and Shifting)	45	1,331	
Superstructure		856		
15	Ground Floor Roof Slab - 1st Setting	45	1,376	
16	Setting of materials for wings	45	1,421	
17	1st Floor Roof Slab - Double Height Lobby	30	1,451	
18	2nd Floor Roof Slab	20	1,471	
19	Typical Floors Slab (3rd to 30th floor)	432	1,903	
20	Typical Floors Slab (31st to 44th floor)	254	2,157	
21	Terrace Floor Roof Slab	30	2,187	
Finishes		370		
22	Deshuttering, Material Shifting & Area Clearance	40	2,227	
23	Internal Finishes - tiling, doors and windows installation	210	2,437	
24	External Development	120	2,557	
Total No of Days		2,557		
Total No of Months		84		
Total Duration (In Years)		7		

For SOBHA LIMITED



Adarsh
Authorized Signatory

Atishur Construction & Developers Pvt. Ltd.
Atishur
Authorized Signatory



IN WITNESS WHEREOF, the Parties have entered into the Agreement on the day, month and year first mentioned above,

Signed and delivered for and on behalf of the within named Co-Developer viz. **SOBHA LIMITED**

For SOBHA LIMITED

Name: **Mr. Arvind Kumar**,
Designation: **Area Head**



Authorised Signatory



Signed and delivered for and on behalf of the within named Developer viz **ATLASPUR CONSTRUCTION & DEVELOPERS PRIVATE LIMITED**

Atlaspur Construction & Developers Pvt. Ltd.

Name: **Divya Prakash**
Designation: **Director**


Authorised Signatory


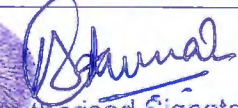

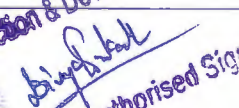
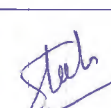


Signed and delivered for and on behalf of the within named Authority viz. **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**

Name: **Mrs. Snehlata**
Designation: **Manager- Builder**

For SOBHA LIMITED

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  Authorised Signatory	  Authorised Signatory	
Co-Developer	Developer	Authority

Greater Noida Ind. Dev. Authority

आवेदन सं०: 202500742073264

बही संख्या 1 जिल्द संख्या 33164 के पृष्ठ 149 से 230 तक क्रमांक 58129 पर दिनांक 20/11/2025 को रजिस्ट्रीकृत किया गया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विकास गौतम,
उप निबंधक : दादरी
गौतम बुद्ध नगर
20/11/2025