



INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL58813023823389T
Certificate Issued Date : 03-Dec-2021 03:28 PM
Account Reference : SHCIL (FI)/ dl-shcil/ NEHRU/ DL-DLH
Unique Doc. Reference : SUBIN-DLTL-SHCIL09853163044819T
Purchased by : GODREJ PROJECTS NORTH LLP
Description of Document : Article 5 General Agreement
Property Description : PROPERTY BEARING NO.88/1-A LADY HARDINGE ROAD ALSO KNOWN AS 14 LADY HARDINGE ROAD NEW DELHI
Consideration Price (Rs.) : 120,00,00,000
 (One Hundred Twenty Crore only)
First Party : S K PROMOTERS AND OTHERS
Second Party : GODREJ PROJECTS NORTH LLP
Stamp Duty Paid By : GODREJ PROJECTS NORTH LLP
Stamp Duty Amount(Rs.) : 7,20,10,000
 (Seven Crore Twenty Lakh Ten Thousand only)

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For S.K. PROMOTERS

PAN- ABJF83303G
650523516799

Statutory Agent

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2. Any discrepancy in the details of the Certificate and as available on the website / Mobile App renders it invalid.
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SR 0008259173

AINO 439980933613
Godrej Projects North LLP

455830461440

Authorized Signatory

PAN- AB0FG9192F

Warning

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For S.K. PROMOTERS

Patna

DEVELOPMENT RIGHT TRANSFER AGREEMENT

This development right transfer agreement together with all the schedules ("**Agreement**") is made and executed at Delhi on this the 3rd day of December, 2021:

AMONGST

M/S SK PROMOTERS, a partnership firm duly registered under the Indian Partnership Act 1932, having its registered office at 3/5948, Hardhyan Singh Road, Karol Bagh, New Delhi 110 085 (Reg. No 2204 of 2008 and PAN ABJFS3303G) acting through its Partner Mr. Prithipal Singh (having Aadhar No. 6505 2351 6799) duly authorized vide resolution / authority letter dated October 6, 2021 (hereinafter referred to as the "**Owner**" which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors and permitted assignees);

AND

MR. DEVKI NANDAN TANEJA, (PAN NO. AAFPT1130P and Aadhar No. 6811 5063 6139), S/o Late Shri. Ghanshyam Das Taneja, resident of 2, Jor Bagh, Delhi 110003 (hereinafter referred to as "**Confirming Party-1**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, successors and permitted assigns);

AND



MR. KAMAL TANEJA, (PAN NO. AAAPT8298H and Aadhar No. 4558 3046 1440), S/o Mr. Devki Nandan Taneja, resident of 2, Jor Bagh, Delhi 110003 (hereinafter referred to as "**Confirming Party-2**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, successors and permitted assigns);

AND

GODREJ PROJECTS NORTH LLP, a Limited Liability Partnership, incorporated under the Limited Liability Partnership Act, 2008 (LLPIN: AAI-7141), having its registered office at Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East) Mumbai 400079 and an office at 3rd Floor, UM House, Tower A, Plot No 35, Sector 44, Gurugram 122002, acting through its authorized representative Mr. Digvijay Yadav, duly authorized vide resolution dated November 25, 2021 (hereinafter referred to as the "**Developer**", which expression shall unless repugnant to the meaning or context hereof be deemed to mean and include its successors and assignees).

The Owner, Confirming Party-1, Confirming Party-2 and the Developer are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**". Confirming Party-1 and Confirming Party-2 are together referred to as the "**Confirming Parties**".

WHEREAS THE OWNER AND CONFIRMING PARTIES HAVE JOINTLY AND SEVERALLY REPRESENTED TO THE DEVELOPER THAT:

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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Deed Related Detail

Deed Name GENERAL AGREEMENT

GENERAL AGREEMENT

Land Detail

Tehsil/Sub Tehsil Sub Registrar VII

Village/City Lady Harding Road

Building Type

Place (Segment) Lady Harding Road

Property Type Residential

Property Address House No.: PROPERTY BEARING NO-88/1 A, Road No.: Lady Harding Road

Area of Property 4,235.00 Sq.Yard 0.00 0.00

Money Related Detail

Consideration Value 200,000,000.00 Rupees

Stamp Duty Paid 50.00 Rupees

Value of Registration Fee 1,20,10,000.00 Rupees

Pasting Fee 100.00 Rupees

Transfer Duty 0 Rupees

Government Duty 50 Rupees

This document of GENERAL AGREEMENT

GENERAL AGREEMENT

Presented by: Sh/Smt.

S/o, W/o

R/o

MS SK PROMOTERS THR PRITHIPAL SINGH

3/5948 HARDHYAN SINGH RD KAROL BAGH ND

MR DEVKI NANDAN TANEJA

2 JOR BAGH ND

MR KAMAL TANEJA

GHANSHYAM DAS TANEJA

2 JOR BAGH ND

DEVKI NANDAN TANEJA

in the office of the Sub Registrar, Delhi this 03/12/2021 19:10:13 day Friday between the hours of

Signature of Present

Registrar/Sub Registrar
Sub Registrar VII
Delhi/New Delhi

Execution admitted by the said Shri / Ms.

MS SK PROMOTERS THR PRITHIPAL SINGH, MR DEVKI NANDAN TANEJA, MR KAMAL TANEJA

and Shri / Ms.

GODREJ PROJECTS NORTH DELHI DIGVIJAY YADAV

Godrej Projects North Delhi



2193041500537


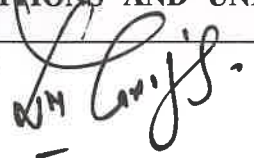
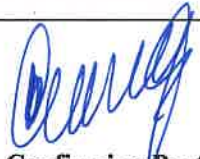

Authorized Signatory

- A. The Owner and the Confirming Parties are the absolute and lawful owners of a contiguous freehold residential plot bearing no. 88/1-A admeasuring 4235 square yards (0.875 acres), Lady Hardinge Road (now known as 14, Lady Hardinge Road), New Delhi and more particularly described in **Schedule-I** hereunder written and demarcated in the plan annexed hereto as **Schedule-II** ("**Subject Plot**"). The description of Subject Plot as provided in **Schedule-I** and the demarcation as provided in **Schedule-II** is true and accurate;
- B. The Owner is vested with absolute ownership and clear and marketable title of 50% undivided share in the Subject Plot ("**Owner's Share in Subject Plot**") along with the all rights, interest including development rights thereto, free from any Encumbrance (*as defined hereinafter*), and is seized of and is in absolute, lawful, physical, unencumbered, unfettered and unhindered possession of the Owner's Share in Subject Plot. The Owner had acquired the absolute title and all rights to the Owner's Share in Subject Plot *vide* the title documents identified under **Schedule-III** attached hereto ("**Title Deeds**"), and are recorded as the owner and in possession of the Owner's Share in Subject Plot in all government records. The ownership of the Owner in the Owner's Share in Subject Plot and the Title Deeds and mutations with regard to its title, as provided in **Schedule-III** hereto, are true, correct and accurate. The Confirming Parties are vested with absolute ownership and clear and marketable title on the remaining 50% undivided share of the Subject Plot ("**CP's Share in Subject Plot**");
- C. The Owner along with Confirming Parties have obtained certain permissions, sanctions, approvals as listed in **Schedule-IV** hereto ("**Existing Approvals**") for construction and development of the Project (*as defined hereinafter*) over the Subject Plot. The Existing Approvals have been obtained in accordance with Applicable Law, are valid and subsisting and there exists no facts, circumstances or event which shall render the Existing Approvals void, voidable, repudiated, revoked or frustrated, capable of rescission for any reason whatsoever.
- D. The primary access to the Subject Plot is through Shaheed Bhagat Singh Marg, Gole Market, New Delhi.

AND WHEREAS, the Developer is engaged into the business of real estate development.

AND WHEREAS, the Owner along with Confirming Parties being desirous of developing a group housing residential colony on the Subject Plot and for the said purpose has approached the Developer to collaborate with the Developer by granting irrevocable and exclusive Development Rights (*as defined hereinafter*) to the Developer on the Owner's Share in Subject Plot, and the Developer has, based upon the representation, warranties, covenants and disclosures made by the Owner and Confirming Parties, agreed to accept the same on the terms and conditions as set out in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS

<p>For S.K. PROMOTERS</p>  <p>Owner/Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory Developer</p>
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Who is/are identified by Shri/Smt/Km. MANOJ KUMAR SHARMA S/o W/o D/o B SHARMA R/o EC35 2ND FLOOR INDERPURI DELHI

and Shri/Smt./Km GAURAV SACHDEVA S/o W/o D/o RAKESH KUMAR SACHDEVA R/o 38 1ST FLOOR NAVJIWAN VIHAR MALVIYA
NGR DELHI
(Marginal Witness). Witness No. II is known to me.

Contents of the document explained to the parties who understand the conditions and admit them as correct.

Certified that the left (or Right, as the case may be) hand thumb impression of the executant has been affixed in my presence


Registrar/Sub Registrar

Sub Registrar VII

Delhi/New Delhi

Date 06/12/2021 16:04:11


For S.K. PROMOTERS

Partner






Godrej Projects North LLP


Authorized Signatory



2193041500537

Revenue Department NCT of Delhi

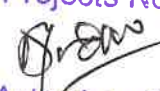

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AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1. "2016 Act and Rules" shall mean the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder for the National Capital Territory of Delhi as amended from time to time.
- 1.2. "Admission Cum Reconstitution Deed" shall mean admission cum reconstitution deed, of the Developer entity, of even date, executed, *inter alia*, amongst the Developer and the Confirming Parties;
- 1.3. "Agreement" shall mean this Development Right Transfer Agreement and any amendments made to this Agreement by the Parties in writing and all attachments, annexures, exhibits and schedules attached to this Agreement;
- 1.4. "Applicable Laws" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter;
- 1.5. "Approvals" shall mean all approvals (including their renewals thereof) required for the Project including without limitation applications, permissions, authorizations, consents, clearances, licenses, exemptions, no-objection certificates, letters of intent, annexure, commencement certificates, occupation certificates, completion certificate, sanctions of layout plans (and any modification or amendments thereto), sanctions of building plans (and any amendments thereto), approvals for mortgage, any other permission sanction, approval for transfer of constructed units as may be applicable and/or required from various authorities or committees or departments or agencies such as State Government, National Monument Authority, Archaeological Survey of India (ASI), NDMC, Wild life Board, Fire Department, Water Department, Sewerage Department, Airports Authority of India, Pollution Control Board/Central Government, Ministry of Environment and Forest, Delhi RERA or any other concerned statutory and Governmental Authority as may be required under Applicable Laws;
- 1.6. "Approval Risk" shall mean (i) any impediment or breach of the Approvals and/or the cancellation of any Approval, due to any act or omission or breach of any of the Approval by the Owner, Confirming Parties and/or any person (other than Developer) acting under/through or on behalf of them; and/or (ii) claim / dispute/ legal action of

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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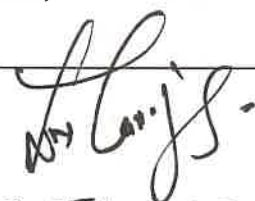

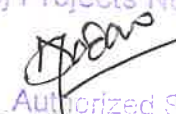


Peter K. PROMOTERS

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any nature whatsoever with respect to Existing Approvals arising due to any act or omission or breach of any of the Existing Approval(s) by the Owner, Confirming Parties and/or any person (other than Developer) acting under/through or on behalf of them;

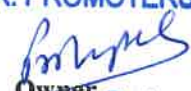
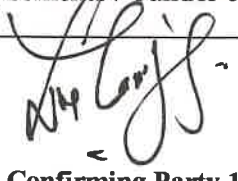

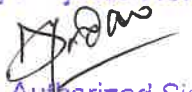
- 1.7. **"Building Plans"** shall mean the building plans of the Project (including any amendments or modifications) as approved by the relevant Governmental Authorities;
- 1.8. **"Business Day"** shall mean a day that is not a Saturday or Sunday or a public holiday, on which scheduled commercial banks are open for normal banking business in Delhi and Mumbai;
- 1.9. **"Common Organization"** means the association of the apartment owners of the Project to be formed under Applicable Laws;
- 1.10. **"Confidential Information"** shall mean all oral, written and/or tangible information created by or disclosed by either Party to the other Party in the course of the Project which is confidential, proprietary and/or not generally available to the public, including, but not limited to, information relating in whole or in part to the Project and all intellectual property generated during the Execution of the Project.
- 1.11. **"Contractors"** shall mean the main contractor, sub-contractors and all other Third Party consultants, suppliers and / or vendors including but not limited to the architect, design consultant, landscape consultant, façade consultant, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, project management consultants, environmental consultant (where necessary), ground investigation engineer, brokers, landscape architect appointed, engaged or nominated by the Developer for the execution, construction, development, sale and Marketing of the Project;
- 1.12. **"Delhi RERA"** shall mean Real Estate Regulatory Authority for National Capital Territory of Delhi established under the 2016 Act and Rules.
- 1.13. **"Development Rights"** shall refer to all rights in relation to construction, development, implementation, Marketing and sale of the Project and shall include, but not be limited to, *inter alia*, the right, power, entitlement, authority, sanction and permission to:
- (a) enter upon and take sole possession and control of the Owner's Share in Subject Plot and every part thereof for the purpose of developing the Project and remain in sole and exclusive possession, control of peaceful enjoyment of the Owner's Share in Subject Plot or any part thereof until the Project is handed over for operation, management, administration and maintenance to the Common Organisation or the maintenance agency of the Project, as the case may, as per the Applicable Laws;

For S.K. PROMOTERS  Owner/Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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For S.K. PROMOTERS



- (b) plan, conceptualize, develop, design and execute the Project in accordance with the Applicable Laws as per its sole discretion in accordance with its strategy and design guidelines;
- (c) appoint architects for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities including layout, aesthetics, landscaping;
- (d) appoint, employ or engage and enter into agreements with Contractors, Development Manager, sub-contractors, brokers, advertising agencies and any other Persons to carry out the development, construction, implementation, design, Marketing and sale of the Project or any other activity in relation to the Project and to pay the fees, remuneration or brokerage of such Contractors/Persons;
- (e) right to overall management, supervision and monitoring of the Project and oversee the performance of the Contractors in terms of their relevant contracts, through any Person nominated by the Developer or through the appointment of an independent project management consultant and/or Development Manager;
- (f) launch the Project in a manner as the Developer deems fit and appropriate in its sole discretion and issue advertisements in such mode as may be deemed fit by the Developer and announce the development of the Project and invite prospective Purchasers, lessees, licensees etc. for allotment and sale of the Saleable Area and have the unhindered and exclusive right to the Marketing of the Project;
- (g) to enjoy the entire Project FAR and development potential, current or future, on the Owner's Share in Subject Plot;
- (h) undertake the Marketing and 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 / Development Manager / PMC. The Developer shall have the sole right and discretion to execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the Marketing, leasing, licensing and/or sale of the Saleable Area to be constructed on the Owner's Share in Subject Plot as envisaged herein including but not limited to brokerage agreements, agreements with Contractors, etc.;
- (i) sell, allot, lease, license or otherwise dispose off or alienate the Saleable Area in terms of this Agreement by way of sale, allotment, or any other recognized manner of transfer; have the sole authority to determine and control pricing of the entire Saleable Area;
- (j) enter into agreements / builder buyer agreements / agreement to sell / sale deeds /

<p>For S.K. PROMOTERS</p>  <p>Owner Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory Developer</p>
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For S.K. PROMOTERS

conveyance deeds with Purchasers on such terms and conditions as deemed fit, to receive the full and complete proceeds for the sale of the Saleable Area and give receipts upon receipt of the same;

- (k) 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 Owner's Share in Subject Plot, in the manner the Developer may deem fit;
- (l) deal with, appear 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 Owner's Share in Subject Plot;
- (m) surrender any portion of the Owner's Share in Subject Plot (as may be required under the Applicable Laws) to the Governmental Authorities or any such area falling under the set-back area or under any reservation to the Governmental Authorities in the prescribed manner and to take all necessary steps in that regard and for the benefit of the Project and to make necessary correspondences;
- (n) create mortgage on the Owner's Share in Subject Plot or any part thereof to raise construction finance / project finance for the Project and call upon the Owner to execute all documents, mortgage deeds, no objection certificates, declaration, affidavits, powers of attorney, etc. as may be required by the lender to record or create such mortgage;
- (o) 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 approved layout plan / building plan and to file and register all requisite deeds and documents with the relevant Governmental Authority as may be required under the Applicable Law;
- (p) manage/maintain the Project/ Owner's Share in Subject Plot and the property and facilities/common areas constructed upon the Owner's Share in Subject Plot 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;
- (q) apply for, obtain and maintain all Approvals for construction development, Marketing and sale of the Project (without diluting Owner's obligation specified under this Agreement or elsewhere);
- (r) to apply for and obtain all renewal (including extension), modifications, amendments required to the Approvals in respect of the Project (without diluting Owner's obligation specified under this Agreement or elsewhere);

<p>For S.K. PROMOTERS</p>  <p>Owner Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory Developer</p>
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For 2 K PROMOTERS




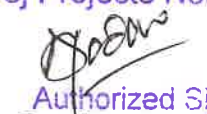
- (s) to execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the Marketing and sale of the Saleable Area and appear before the jurisdictional Sub Registrar towards registration of the documents, as envisaged herein;
- (t) take appropriate actions, steps and seek compliances and exemptions under the provisions of the Applicable Laws; and
- (u) generally, either through itself or any third party appointed by the Developer, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement and all acts, deeds and things that may be required for the development, construction, Marketing, sale, implementation and completion of the Project and for compliance with the terms of this Agreement;

1.14. **"DM Agreement"** shall mean the development management agreement, of even date, entered between the Developer and the Development Manager;

1.15. **"Development Manager"** shall mean Godrej Projects Development Limited (CIN:- U70102MH2010PLC210227), a company incorporated under the Companies Act 1956, having its registered office at Godrej One 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai – 400079, appointed as a development manager of the Project in terms of the DM Agreement;

1.16. **"Effective Date"** shall mean the date of execution of this Agreement;

1.17. **"Encumbrance"** shall mean any disputes, Litigation, easement rights, attachment in the decree of any court, attachment (of the Income Tax Department or any other departments of any Governmental Authority(ies) or of any other person or entity), acquisition, requisition, or any kind of attachment, restriction of use, lien, court injunction, will, trust, exchange, lease, legal flaws, claims, partition, unauthorized occupancy, power of attorney, memorandum of understanding, development agreement, joint venture agreement or agreement of any nature whatsoever or any other legal impediment, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, encumbrance, title defect, boundary dispute, dispute/defect in relation to possession, title retention agreement, interest, option, charge, commitment, restriction or limitation of any nature, default or notice / claim by any Governmental Authority(ies), New Delhi Municipal Council ("NDMC"), of Applicable Law or any rule, regulation or guidelines, default or claim / notice of any default of terms / conditions / provisions of the licenses or approvals procured with respect to the Project, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which

<p>For S.K. PROMOTERS</p>  <p>Owner/Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory Developer</p>
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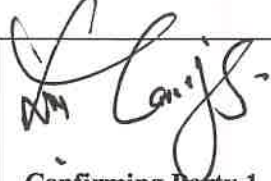




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has the effect of granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;




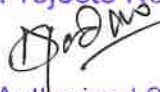
- 1.18. **"EWS"** shall mean economically weaker sections / community-service personnel and lower category or such other similar connotation as provided for under the Applicable Laws which may be applicable to the Project;
- 1.19. **"FAR"** shall mean the floor area ratio;
- 1.20. **"FSI"** shall mean the floor space index;
- 1.21. **"Governmental Authority"** means any government/semi-government or subdivision thereof, any department, agency, regulatory body or instrumentality of any government or including local or municipal authorities, any court or arbitral tribunal, including NDMC and any municipal/local authority having jurisdiction over any matter pertaining to the Subject Plot and/or construction and development of the Project;
- 1.22. **"IP Penthouse"** shall mean a penthouse to be constructed on the ninth floor of the Project;
- 1.23. **"Lender"** shall mean Asset Care and Reconstruction Enterprise Limited, an asset reconstruction company registered as such with the Reserve Bank of India and having its registered office at The Ruby, 10th floor 29, Senapati Bapat Marg, Dadar (West), Mumbai -400028;
- 1.24. **"Litigation"** includes any action, cause of action, show cause notice, claim, demand, suit, proceedings, citation, summons, inquiry or investigation of any nature whether civil, criminal, tax, regulatory, acquisition or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority and includes any notice given by any Third Party to Owner (whether received by Owner directly or any of its partners), Developer and/or Confirming Parties and any action, cause of action, claim, demand, suit, proceedings, citation, summons, inquiry or investigation which are threatened;
- 1.25. **"Marketing"** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted and approved by the Developer for (a) sale / lease / transfer of the Saleable Area in the Project, (b) fixation of price and payment plan with respect to Saleable Area, and (c) includes all forms of advertising / publicity by various means including, without limitation, on signboards, billboards, letterheads, fee receipts, deposit receipts, promotional material and brochures and print & electronic media, pamphlets or otherwise and any other form of dissemination of information about the Project and the Saleable Area to be constructed on the Subject Plot to the public/private parties;

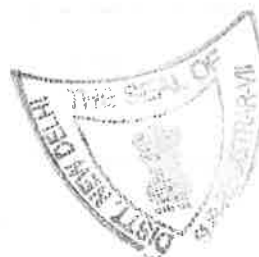
For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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For S.K. PROMOTERS

- 1.26. **"Pass-Through Charges"** shall refer to all statutory charges, fees and expenses, such as payments / contributions received from the Purchasers towards electricity, water, sewerage, maintenance security deposit, advance maintenance charges, association deposit, infrastructure charges (which pertain to infrastructure outside the boundary of the Project or relating to connectivity of the Project to such infrastructure) (including sewerage treatment and recycling system installation charges), goods and services tax, any future taxes levied by any Governmental Authority, stamp duty, registration charges, legal costs, costs in relation to registration of sale deeds, and all such other similar statutory charges, fees and costs which are collected / recovered from the Purchasers and all other charges collected from the Purchasers for onward transfer / deposit to the concerned Governmental Authority and/or the Common Organization and/or with the maintenance agency of the Project, as the case may be, provided that any amounts collected as Pass-Through Charges but not spent or committed to be spent by Developer shall form a part of Revenue;
- 1.27. **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws;
- 1.28. **"Project"** shall mean construction and development of a group housing complex on the Subject Plot as may be deemed fit by Developer;
- 1.29. **"Project FAR"** shall mean the floor area ratio of the Project as per Approved Building Plans;
- 1.30. **"Purchasers"** shall mean and refer to the customer/purchasers to whom the Saleable Area is allotted / sold / transferred and wherever the context so requires, shall include the prospective customers / purchasers of the Saleable Area;
- 1.31. **"Receivables"** shall mean entire sale proceeds, advance, allotment money, revenues / monies and cash inflows that are to be received / realized from any Purchasers pursuant to any application(s), agreement(s), document(s) and/or contract(s) for, inter alia, sale, transfer, allotment, assignment of the Saleable Area of the Project including but not limited to basic sale price of the Saleable Area of the Project; car parking charges; preferential location charges; floor rise charges; club membership charges; external electrification charges; fire-fighting charges; sewerage treatment & recycling system installation charges; infrastructure charges; EWS revenue, if applicable and allowed to be sold in the market; power backup charges; late payment charges; transfer charges; holding charges; Pass-Through Charges; interest on delayed payment; amounts forfeited; and TDS deducted by the Purchasers;
- 1.32. **"Revenue"** shall mean Receivables less Pass-Through Charges.

<p>For S.K. PROMOTERS</p>  <p>Owner Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory Developer</p>
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FOR S.K. PROMOTERS


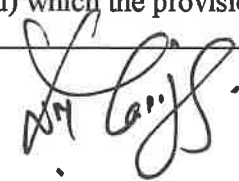

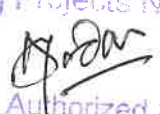
Partner

- 1.33. "**Sale Deed**" shall mean sale deed, of even date, executed, *inter alia*, amongst the Confirming Parties, Developer and the Owner, whereby the CP's Share in Subject Plot has been irrevocably, unequivocally and absolutely transferred and conveyed by the Confirming Parties in favour of the Purchaser;
- 1.34. "**Saleable Area**" shall mean and refer to such portions of the Project (other than IP Penthouse), that are available for sale in the open market to the Purchasers as per the Applicable Laws (i.e. including the proportionate share in the common areas & facilities at the Project) or computed in such other manner as may be deemed fit and appropriate by the Developer;
- 1.35. "**Statutory Cost**" shall mean all costs/fee/charges/any amount of similar nature payable to a Governmental Authority in accordance with the Applicable Law and a receipt in relation to which is issued by the relevant Governmental Authority;
- 1.36. "**Title Risk**" shall mean (i) any defect/ claim/ Encumbrance/ dispute/ legal action of any nature whatsoever over the title (including absolute possession) of the Subject Plot which may be raised/ made by any Third Party, including any person acting under/ through or on behalf of Owner and/or Confirming Parties (other than any Encumbrance attributable due to act or omission of the Developer after the execution of this Agreement) and/or (ii) any restriction on marketability and development of the Project on account of any / claim/ Encumbrance/ dispute/ legal action of any nature whatsoever over the title (including absolute possession) of the Subject Plot and/or Existing Approvals and/or (iii) revocation, cancellation, modification or any other challenge/impediment to the GPA or subsistence thereof for any reasons; and
- 1.37. "**Third Party**" or "**Third Parties**" shall mean any Person including the Purchaser but shall not include the Parties.

2. INTERPRETATION

In this Agreement, unless the contrary intention appears,

- 2.1. any reference to any statute or statutory provision shall include:
- (a) all subordinate legislations made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
 - (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Sale Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Sale Deed and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

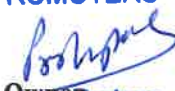
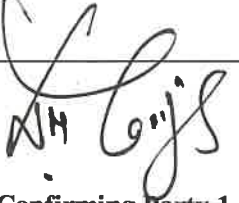

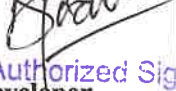
<p>For S.K. PROMOTERS</p>  <p>Owner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory Developer</p>
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FOR S.K. PROMOTERS

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- 2.2. any reference to the singular shall include the plural and vice-versa;
- 2.3. any references to the masculine, the feminine and the neuter shall include each other;
- 2.4. any reference herein to any clause or schedule or annexure or exhibit is to such clause of or schedule to or annexure to or exhibit to this Agreement. The schedules, exhibit and annexures to this Agreement shall form an integral part of this Agreement;
- 2.5. references to this Agreement or any other Agreement shall be construed as references to this Agreement or that other Agreement as amended, varied, novated, supplemented or replaced from time to time;
- 2.6. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- 2.7. each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
- 2.8. any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 2.9. headings to clauses, parts and paragraphs of schedules and are for convenience only and do not affect the interpretation of this Agreement;
- 2.10. "in writing" includes any communication made by letter or e-mail;
- 2.11. all obligations of the Owner as contained in this Agreement shall be deemed to be the obligations of the Confirming Parties and same shall be joint and several;
- 2.12. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 2.13. references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- 2.14. where a wider construction is possible, the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words;

<p>For S.K. PROMOTERS</p>  <p>Owner/Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory Developer</p>
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FOR S.K. PROMOTERS

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2.15. no provisions shall be interpreted in favour of, or against, any Party by reason of the extent to which such Party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof;

2.16. all the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. PURPOSE

3.1. The purpose of this Agreement is to agree and set forth terms and conditions between the Parties for development, construction, Marketing, sale and completion of the Project. Therefore, this Agreement inter-alia sets forth the terms and conditions with respect to the irrevocable and unconditional grant of the Development Rights of the Owner's Share in Subject Plot in favour of the Developer by the Owner and the rights and obligations of the Parties towards the implementation, development, construction, Marketing, sale and completion of the Project.


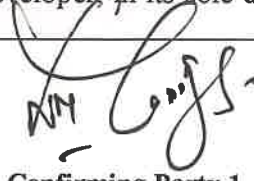

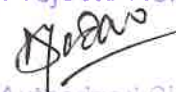
4. GRANT OF DEVELOPMENT RIGHTS

4.1. On and from the Effective Date and in accordance with the terms of this Agreement, the Owner hereby unequivocally, irrevocably and unconditionally grants, transfers and conveys the absolute and entire Development Rights of the Owner's Share in Subject Plot, as may be necessary or required to manage, undertake, implement, co-ordinate, *inter alia*, the implementation, construction, development, Marketing and sale of the Project, solely and exclusively to the Developer.

4.2. The Developer has entered into this Agreement relying upon the representations, warranties and assurances by the Owner and as set forth in this Agreement. The Owner hereby confirms that it shall comply with its responsibilities, obligations, covenants and warranties as specified in this Agreement.

4.3. The Owner has handed over the physical possession of the Owner's Share in Subject Plot to the Developer simultaneously with the execution of this Agreement. The Owner agrees and confirms that on and from the Effective Date, the Developer shall have the unfettered right to enter the Owner's Share in Subject Plot directly or through its associates, representatives, nominees, consultants, Contractors, Development Manager, PMC, sub-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 Project on the Subject Plot in accordance with the terms of this Agreement and Applicable Laws.

4.4. The Owner agrees and undertakes that it shall, from time to time, execute all such further agreements / documents, do all such acts and assist the Developer as may be required by the Developer, in its sole discretion, to effectively carry out the full intent

For S.K. PROMOTERS  Owner/Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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For S K PROMOTERS

Trusted

and meaning of this Agreement including the exercise of the Development Rights and to complete the transactions contemplated hereunder. Further, the Owner agrees and undertakes to cooperate with the Developer and undertakes not to do anything directly or indirectly which may jeopardize or frustrate the objective of this Agreement or affect the Development Rights or any other rights and interests of the Developer in the Project and/or the Subject Plot, in any manner.

- 4.5. Simultaneously with the execution of this Agreement, the Owner has also executed a duly registered irrevocable general power of attorney in favour of the Developer ("GPA") in respect of the Owner's Share in Subject Plot, so as to enable the Developer to perform all its obligations and utilize all its entitlements / benefits / rights as stated under this Agreement including to sign the allotment and transfer documents in favour of the Purchasers in accordance with the terms of this Agreement, obtain Construction Finance and create security thereunder. The Developer shall be entitled to appoint one or more substitutes or its authorized representatives or its partners under / through the GPA for the exercise of any or all of the powers and authorities thereunder. The Owner agrees and confirms that the GPA shall be irrevocable and shall not be cancelled, revoked or modified by the Owner in any manner or under any circumstance whatsoever.
- 4.6. The Parties agree that the Developer shall have the sole right to oversee coordination, development, construction, design, phasing, Marketing and sale of the Project. The Parties have expressly agreed that all rights of ownership, title and interest in the Saleable Area, pursuant to this Agreement, shall be exclusively of the Developer, who shall deal with the same in any manner as it deems appropriate including the right to allot and/or book for sale and/or sell any space constituting the Saleable Area and to receive payment from the Purchasers, in such manner as the Developer may deem fit.
- 4.7. The Parties agree that if the relevant Governmental Authorities allow any additional FAR on the Subject Plot in addition to the Project FAR, then the Developer shall at its sole discretion determine (i) the utilization of the additional FAR and whether the same should be applied for and be loaded on the Project; and (ii) the rights and entitlements of the Developer in relation to the additional FAR. The Developer shall be entitled to undertake all acts and deeds in respect of the same and all Statutory Costs towards obtaining the additional FAR in addition to the Project FAR shall be borne by the Developer. It is being clarified that the obligations of the Owner and other terms and conditions as captured in this Agreement in relation to the Project FAR shall *mutatis mutandis* apply to the increased Project FAR. Further, the Developer shall not be liable to pay any additional security deposit to the Owner for the additional FAR.
- 4.8. The Parties hereby agree, confirm and acknowledge that the grant, transfer, conveyance of the Development Rights and the receipt thereof is for fair, just, equitable, adequate and sufficient consideration.

<p>For S.K. PROMOTERS</p> <p><i>[Signature]</i></p> <p>Owner Partner</p>	<p><i>[Signature]</i></p> <p>Confirming Party-1</p>	<p><i>[Signature]</i></p> <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p> <p><i>[Signature]</i></p> <p>Authorized Signatory Developer</p>
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FOR S. K. PROMOTERS

5. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

- 5.1. The Developer shall develop and construct the Project at its own cost and expense. The quality, cost, design, layout, landscaping, architecture, implementation etc. of the Project shall be as per the Approvals obtained from the relevant Governmental Authority.
- 5.2. The Project shall be constructed, developed, implemented and driven by the Contractors who shall be appointed by the Developer. In addition to the Contractors, the Developer shall also be entitled to appoint, employ or engage Development Manager, PMC, architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or any other persons to carry out the development work and shall be responsible to pay the wages, remuneration and salary of such persons.
- 5.3. The Developer shall have the sole right to appoint a Contractor as an architect for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities. Further the design, quality, cost, layout, aesthetics, landscaping, determination of facilities and architecture of the Project shall be determined at the sole discretion of the Developer. The aforementioned activities would be undertaken either by the Developer itself, any of its partners or by Contractors appointed by the Developer.
- 5.4. The Developer shall have the right to overall management, supervision and monitoring of the Project and oversee the performance of the Contractors in terms of their relevant contracts, through any Person nominated by the Developer or through the appointment of Development Manager and/or an independent project management consultant.
- 5.5. The calculation of the Saleable Area of the Project shall be sole prerogative of the Developer and the Developer shall be entitled to construct amenities on the Owner's Share in Subject Plot such as club and other general facilities, as may be deemed appropriate by the Developer. The Developer may construct such amenities by utilizing a portion of the Project FAR, as may be deemed appropriate by the Developer in accordance with its design, and as permissible under Applicable Law.

6. APPROVALS

- 6.1. The Parties shall, at all times, comply with all requirement / conditions stipulated under the Approvals, applicable documents and Applicable Laws.
- 6.2. The Owner and the Confirming Parties hereby agree and acknowledge that any costs/charges/fines/penalties levied by any Governmental Authority on account of Approval Risk shall be jointly and severally borne and paid by the Owner and the Confirming Parties.

 For S.K. PROMOTERS Owner Partner	 Confirming Party-1	 Confirming Party-2	 Godrej Projects North LLP Authorized Signatory Developer
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For S.K. PROMOTERS

- 6.3. The Owner undertakes 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/modifications of the Approvals and the Owner undertakes to provide all such support as may be required by the Developer in connection with obtainment/renewal/modifications of the Approvals.

7. PROJECT FINANCE AND MORTGAGE

- 7.1. To facilitate the construction/ development of the Project and all other costs including the Statutory Costs, expenses and payments to be made or incurred by the Developer relating to the Project / Subject Plot, the Developer shall, at all times, have the right to raise funding / construction finance, if required.
- 7.2. The Developer shall, to raise funding / construction finance in accordance with Clause 7.1 above, be entitled to create mortgage and / or charge on the Owner's Share in Subject Plot and/or Saleable Area, Development Rights, appurtenances or benefits thereto and / or Receivables thereto and part thereof, in favour of third party(ies) without any consent or approval of the Owner, by way of a mortgage by deposit of title deeds relating to the Owner's Share in Subject Plot, hypothecation in respect to the Receivables and/or such other documents as may be required by the lender including but not limited to the Approvals, or through any other sort of mortgage / charge.
- 7.3. The Developer shall have the sole right to sign, execute, deliver and register all the documents and do all such acts and deeds as may be required to create the said mortgage (as contemplated in this clause) on the Owners Share in Subject Plot including to deposit / handover the original title documents of the Owner's Share in Subject Plot, as may be required. The Owner undertakes that necessary authorizations shall be provided to the Developer in this regard under the GPA.
- 7.4. The Owner undertakes to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. and do all such acts, deeds and things as may be required by the Developer to create the said mortgage / charge (as contemplated in this clause) on the Project /Owner's Share in Subject Plot and/or the Receivables or any part thereof, forthwith on being requested by the Developer and also make necessary requisite filings required under Applicable Laws.
- 7.5. The Parties hereby agree that the right of the Developer to mortgage / create charge on the Project /Owner's Share in Subject Plot and/or the Receivables in the manner as stated under this Clause 7 shall be absolute and without the requirement of any permission/approval/consent of the Owner and that the Owner shall fulfil all its obligations in this regard including as set-out in Clause 7.4 above.
- 7.6. The Developer shall have the right, at its sole discretion arrange for the funding through its own sources. Further, in the event the Developer is unable to raise funding /

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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FOR 2 K. PROMOTERS

construction finance through banks / financial institutions for the construction and development of the Project or the funds raised through financial institutions are insufficient for the completion of the Project, then in such an event, the Developer may arrange for the funding through its own sources.

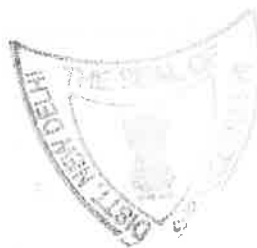
8. HANDOVER OF DOCUMENTS

- 8.1. Simultaneously with the execution of this Agreement, all original title documents in respect of the Owner's Share in Subject Plot and Approvals obtained by the Owner upto the Effective Date have been handed over by the Owner to the Developer.

9. BRANDING, MARKETING AND SALE OF THE PROJECT

- 9.1. The Parties agree that the Developer shall have the exclusive rights / entitlement of Marketing and branding the Project. The entire Saleable Area of the Project shall be solely marketed, branded and sold by the Developer. The Parties further agree that all decisions regarding the Marketing (including branding, pricing, sales, product mix) and all other decisions pertaining to the Project shall be taken by the Developer alone.
- 9.2. The Developer shall solely be entitled to determine the name of the Project ("**Project Name**").
- 9.3. It is agreed and understood by the Owner that it shall not Market and sell any part of the Saleable Area in the Project. All sale / lease / transfer shall be made by the Developer. Provided, the Owner shall have the right to propose prospective Purchasers to the Developer for sale of units/Saleable Area in the Project through their network.
- 9.4. The Developer shall be entitled to launch, brand and Market/sell/transfer the Saleable Area under the Project in such manner as the Developer deems fit and appropriate, in its sole discretion.
- 9.5. All advertisement rights shall vest absolutely with the Developer including its timing, format etc. The design of all Marketing and selling materials will be at the discretion of the Developer and contents of all advertisement / Marketing materials shall be in consonance of all Applicable Laws. The layout of the components of the advertisement / Marketing materials etc. shall be in such formats as may be decided by the Developer.
- 9.6. The Owner agrees that the Developer shall have the sole right to determine the contact details (address, phone numbers etc.) that would appear on all Marketing and selling materials or the details of the Developers' partners.
- 9.7. The Developer shall have the sole and exclusive right to prepare and finalize all contracts, customer communications, documents and agreements which would be signed by / with the Purchasers for the entire Saleable Area at the Project, including but not limited to, application forms, provisional / final allotment letters, apartment / unit

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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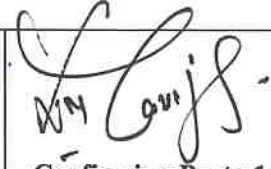

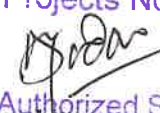
FOR S.K. PROMOTERS

buyer agreements, sale / conveyance deeds /lease deeds, maintenance agreements and others as the Developer may consider appropriate in its sole discretion. The Developer shall be free to solely and exclusively negotiate and finalize the terms of all such sales, leases and licenses with the Purchasers, without any interference from the Owner.

- 9.8. The Developer shall be entitled to sign / execute / issue the Purchaser documentation for itself and on behalf of the Owner (vide authorizations from the GPA). In the said Purchaser documentation, the Developer shall be entitled to provide on behalf of the Owner all such representations to the Purchasers that have been represented by the Owner to the Developer under this Agreement and any other agreement executed between the Parties.
- 9.9. In the event the Developer requires the Owner to execute the sale deed/ conveyance deed or any other document with respect to Saleable Area in favour of Purchaser(s), then the Owner shall execute the same forthwith upon receiving intimation in this regard from the Developer, without any demur or protest.
- 9.10. The Developer shall have the right to receive and recover the entire Receivables from the Purchasers/prospective Purchasers, in its own name.
- 9.11. The Developer shall provide MIS of the Project, which shall comprise of details pertaining to sales and collection of the Project, on quarterly basis to the Owner.

10. REFUNDABLE SECURITY DEPOSIT

- 10.1. The Developer agrees to pay to the Owner, an aggregate interest free refundable/adjustable security deposit of INR 60,00,00,000/- (Rupees Sixty Crores only) ("**Refundable Security Deposit**") in tranches, as provided herein below. The Owner hereby confirms and acknowledges that, the deposit of below mentioned cheques with the Lender shall be sufficient proof and evidence of the Developer having discharged its obligations under this Clause 10.
- 10.2. The Owner has requested the Developer to make payment of an aggregate amount of INR 60,00,00,000/- (Rupees Sixty Crores only) towards Refundable Security Deposit, in tranches as per the milestones agreed herein, directly to the Lender (on the request, behest and on behalf of the Owner and which payment shall be deemed to be paid to the Owner) and the Developer has agreed for the same. Owner hereby agrees and acknowledges that the payment of the Refundable Security Deposit by the Developer to the Lender shall be valid discharge of the obligation of the Developer to make payment of the Refundable Security Deposit to the Owner. For abundant caution it has been clarified that the payment of Refundable Security Deposit by Developer to Lender shall be deemed to be payments made by the Developer to the Owner under this Agreement.
- 10.3. Simultaneously with the execution and registration of this Agreement, the Developer has paid an aggregate amount of INR 25,00,00,000/- (Rupees Twenty Five Crores

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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For S.K. PROMOTERS

only), towards part Refundable Security Deposit, through cheques, in favour of Lender (on the request, behest and on behalf of the Owner and which payment shall be deemed to be paid to the Owner, details of which are provided herein below) and the receipt of which the Owner hereby acknowledges.

Name of the Beneficiary	Amount (in INR)	RTGS Details
Asset Care and Reconstruction Enterprise Limited	25,00,00,000	HDFCR52021120381472418

- 10.4. Simultaneously with the execution and registration of this Agreement, the Developer has deposited with the Lender A post-dated cheque issued in the name of the Lender (on the request, behest and on behalf of the Owner and which payment shall be deemed to be paid to the Owner) for an amount equivalent to INR 25,00,00,000/- (Rupees Twenty Five Crores only) ("**Balance RSD-1**") towards the part of the balance Refundable Security Deposit payable by the Developer to the Owner under this Agreement. The Owner hereby confirms and acknowledges the receipt of said cheques towards Balance RSD-1.


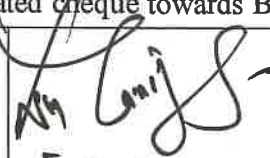


Name of the Beneficiary	Balance RSD-1 (in INR)	Cheque Details
Asset Care and Reconstruction Enterprise Limited	25,00,00,000	Cheque bearing no. 000302 dated 03.03.2022 drawn on HDFC Bank

The said post-dated cheque towards Balance RSD-1 shall be presented for encashment after expiry of 3 (three) months period commencing from the execution date hereof or registration of the Project with Real Estate Regulatory Authority for National Capital Territory of Delhi ("**Delhi RERA**"), whichever is earlier.

- 10.5. Simultaneously with the execution and registration of this Agreement, the Developer has deposited with the Lender a post-dated cheque issued in the name of the Lender (on the request, behest and on behalf of the Owner and which payment shall be deemed to be paid to the Owner) for an amount equivalent to INR 10,00,00,000/- (Rupees Ten Crores only) ("**Balance RSD-2**") towards the balance Refundable Security Deposit payable by the Developer to the Owner under this Agreement. The Owner hereby confirms and acknowledges the receipt of said cheque towards Balance RSD-2.

Name of the Beneficiary	Balance RSD-2 (in INR)	Cheque Details
Asset Care and Reconstruction Enterprise Limited	10,00,00,000	Cheque bearing no. 000305 dated 30.08.2022 drawn on HDFC Bank

The said post-dated cheque towards Balance RSD-2 shall be presented for encashment

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Developer Authorized Signatory
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after expiry of 6 (six) months period commencing from the date of payment of Balance RSD-1.

- 10.6. The payment of Refundable Security Deposit shall at all times be subject to applicable tax deduction at source by the Developer, at such rates as may prescribed under the Applicable Laws.
- 10.7. The Refundable Security Deposit shall be refunded by the Owner in accordance with **Schedule-V** of this Agreement.

11. REVENUE SHARING AND RECEIPT OF REVENUE

- 11.1. In consideration for the assignment and transfer of the unencumbered Development Rights by the Owner to the Developer, the Owner shall be entitled to 18% (eighteen percent) of the Revenue subject to a maximum of INR 120,00,00,000/- (Rupees One Hundred and Twenty Crores only) ("**LO Revenue Share**") subject to deduction of any applicable taxes under the Income Tax Act, 1961. The LO Revenue Share shall be paid by the Developer to the Owner in the manner provided in **Schedule-V** hereto. The LO Revenue Share is inclusive of indirect taxes arising out of this Agreement.
- 11.2. The entire Receivables from the Project shall be received in the Developer's designated bank account. All bank accounts opened and maintained with respect to the Project shall be operated solely by the Developer. The details of the bank accounts to be opened for the Project and the priority of payment from the said bank accounts shall be communicated by the Developer to the Owner from time to time.
- 11.3. In the event of cancellation of the sale by any Purchaser, the amount of LO Revenue Share proportionate to the amount required to be refunded by the Developer to such Purchaser after deduction of cancellation charges, interest (if any) and forfeiture amounts shall be adjusted against the immediately next payment of LO Revenue Share, payable to the Owner. Also, pursuant to such cancellation, any re-sale of such flats/units to a new Purchaser will entitle the Owner to receive the LO Revenue Share upon such re-sale.
- 11.4. In the event upon reconciliation of the accounts of the LLP, at any point of time, it is discovered that certain excess LO Revenue Share has been transferred to the Owner, then the Owner agrees and undertakes to refund such excess amount to the LLP within 30 (thirty) days from the date of demand from the LLP, failing which the Owner shall be liable to pay interest at 24% (twenty four percent) per annum, compounded quarterly, as liquidated damages, on defaulted amount on defaulted period.

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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For S.K. PROMOTERS

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12. COVENANTS AND OBLIGATIONS OF THE OWNER

In addition to the covenants and obligations of the Owner as detailed under various Clauses of this Agreement, the Owner agrees and undertakes to fulfil the covenants and obligations as mentioned in **Schedule-VI** hereto.

13. REPRESENTATIONS & WARRANTIES


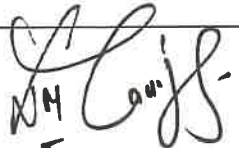

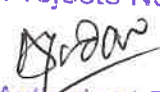
Representations and Warranties of the Developer, the Owner and the Confirming Parties shall be as set out in **Schedule-VII** hereto.

14. INDEMNITY

14.1. The Owner and the Confirming Parties shall, jointly and/or severally indemnify, defend and hold harmless the Developer and all of its officers, representatives, agents, partners and employees (each an "**Indemnified Party**" and collectively as "**Indemnified Parties**"), forthwith upon demand and from time to time against any and all losses, liabilities, claims, charges, actions, demands, damages, fees, costs and expenses (including reasonable fees and disbursements of the Indemnified Party's counsel), arising out of or in relation to:

- (a) any inaccuracy, misrepresentation or breach of the representations made by the Owner and Confirming Parties under **Schedule-VII**;
- (b) any breach of the terms and conditions, covenants and obligations of the Owner as contained in this Agreement;
- (c) any breach of Applicable Law and/or non-compliance of any Existing Approval by the Owner;
- (d) negligence, fraud or misrepresentation by the Owner (or any of its officers, partners, employees, agents, advisors, or authorized representatives (where relevant) in course of them discharging their respective duties);
- (e) any Litigations on the Project which are on account of the acts or omissions of the Owner;
- (f) any impediments on the Development Rights vesting in favour of the Developer; and/or
- (g) any Title Risk and/or Approval Risk emanating on the Project / Subject Plot.

14.2. The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Parties may have under Applicable Law or otherwise, including the right to seek

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Developer Authorized Signatory
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For S.K. PROMOTERS

specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

15. SPECIFIC PERFORMANCE

The Parties agree that a Party not in default ("**Non Defaulting Party**") will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement, and the remedies under Applicable Laws in respect of such breach will be inadequate, and that such Non Defaulting Party shall be entitled to seek specific performance against the Party in default for performance of its obligations under this Agreement, in addition to any and all other legal or equitable remedies available to it. The affected Party shall, notwithstanding the above rights, also be entitled to the right of any remedies at law or in equity, including without limitation the recovery of damages from the defaulting Party.

16. EFFECTIVE DATE


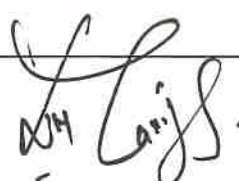


- 16.1. This Agreement shall commence on and from the Effective Date. The Parties agree that this Agreement is irrevocable and non-terminable.

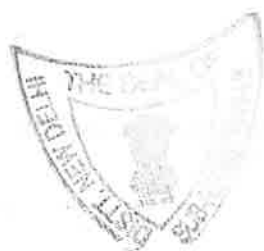
17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of India. Subject to Clause 18 (*Dispute Resolution*), the courts at New Delhi shall have exclusive jurisdiction over all disputes arising from or in connection with this Agreement.

18. DISPUTE RESOLUTION

- 18.1. In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation or breach, between any of the Parties such Parties shall attempt to first resolve such dispute or claim through discussions between representatives of the disputing Parties.
- 18.2. If the dispute is not resolved through such discussions within 30 (Thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 18.3. The seat and venue of Arbitration shall be at New Delhi and the language of the Arbitration proceedings shall be English.
- 18.4. Arbitration shall be conducted by a sole arbitrator mutually appointed by the Developer and the Owner.

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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For S.K. PROMOTERS

Partner

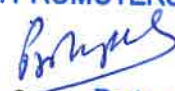


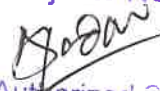
- 18.5. The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- 18.6. Any decision of the arbitral tribunal shall be final and binding on the Parties. Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 18.7. While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.

19. CONFIDENTIALITY AND NON-DISCLOSURE

19.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and shall not be disclosed to any Third Party. The Parties shall hold in strictest confidence, shall not use or disclose to any Third Party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need to know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its affiliate, who have been advised of their obligation with respect to the Confidential Information.

19.2. The obligations of confidentiality do not extend to information which:

- (a) is disclosed with the prior written consent of the Party who supplied the information;
- (b) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (c) is required to be disclosed by a Party or its Affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;
- (d) any Third Party can ascertain independently on account of this Agreement being filed with any Governmental Authority;
- (e) the Parties may have to disclose to any of its partners, investors, affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the

<p>For S.K. PROMOTERS</p>  <p>Owner/Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Developer</p>
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Applicable Laws, including but not limited to the listing regulations of Stock Exchange Board of India;

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

19.3. The Owner shall not issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties or in relation to the Project without taking prior written consent of the Developer.

20. NOTICES

20.1. All notices under this Agreement shall be written in English and shall be deemed to be validly served: (a) in case of delivery by hand, when hand delivered to that Party; or (b) if sent by courier or registered mail (with acknowledgement due), then the date contained in the acknowledgement; or (c) if sent by email, at the time the confirmation of transmission is recorded on the sender's computer. All notices shall be marked to the attention of designated person at the contact details indicated below:

To the Owner:

Kind Attention: Mr. Prithipal Singh

Address: 3/5948, Hardhyan Singh Road, Karol Bagh, New Delhi-110005

Email: manojsharma.69@gmail.com

To the Developer:

Kind Attention: Mr. Gaurav Pandey

Address: Second Floor, UM house, Sector 44, Gurgaon, Haryana - 122001




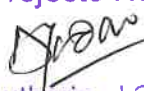
Email: pandey.gaurav@godrejproperties.com

To the Confirming Parties:

Kind Attention: Mr. Kamal Taneja

Address: 11, Vandana Building, Upper Ground Floor, Tolstoy Marg, New Delhi 110001

Email: kamal.taneja@tdiinfracorp.com

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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Pork Promoters

20.2. A Party may change or supplement the addresses given above or designate additional addresses or email address or may change the designated persons, for purposes of this Clause 20, by giving the other Parties written notice of the new address in the manner set forth above.

21. MISCELLANEOUS

21.1. Entire Agreement

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

21.2. Amendment

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by each of the Parties.

21.3. Severability


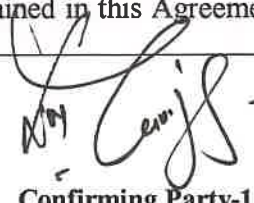


If any of the provisions of this Agreement may be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning that renders it valid and enforceable. The language of each provision of this Agreement shall be construed according to its fair meaning and not strictly against any party. The remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

21.4. Waivers and Cumulative Rights and Remedies

No failure or delay by the Parties in exercising any right or remedy provided by Applicable Laws under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of such or any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative, may be exercised as often as such Party considers appropriate and are in addition to its rights and remedies under the Applicable Laws.

21.5. Assignment

This Agreement shall be binding on the Parties and their respective successors. The Parties shall not be entitled to assign any of its rights or obligations under this Agreement without prior approval of all the other Parties. Notwithstanding anything to the contrary contained in this Agreement, the Developer shall be entitled to assign any

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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FOR S. K. PROMOTERS

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of its rights and obligations under this Agreement to Godrej Properties Limited, without any concurrence from the Owner.

21.6. Acknowledgement




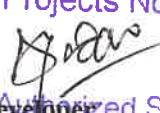
Each Party represents, warrants and acknowledges that it has read and understood the terms and conditions of this Agreement and has sought necessary advice in relation to this Agreement and that the Agreement or any or other documentation will not be construed in favour of or against either Party due to that Party's drafting of such documents.

21.7. Costs / Taxes

Subject to the terms of this Agreement, each Party shall bear its own costs and expenses (including legal costs) incurred in negotiating and execution of this Agreement. Each Party shall be responsible for its own income tax liability for incomes received and/or gains arising as a result hereof.

21.8. Stamp Duty

Any stamp duty, registration charges and other related costs payable on this Agreement or for giving effect to any of the transactions contemplated under this Agreement shall be borne by the Developer.

For S.K. PROMOTERS  Owner/Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Developer/Authorized Signatory
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For S.K. PROMOTERS

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IN WITNESS WHEREOF the parties have signed this Agreement at Gurugram on the date, month and year first above written in the presence of witnesses.

For & on behalf of S K PROMOTERS

For & on behalf of GODREJ PROJECTS NORTH LLP

For S.K. PROMOTERS

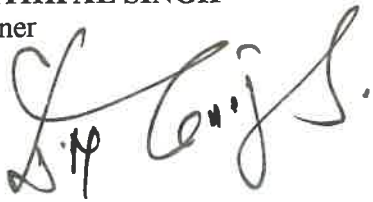
Godrej Projects North LLP


Partner


Authorized Signatory

PRITHIPAL SINGH
Partner

DIGVIJAY YADAV
Authorized Signatory





DEVKI NANDAN TANEJA

KAMAL TANEJA

WITNESSES:

1. Sign: 

2. Sign: 

Name: MANOJ K SHARMA

Name: GANRAJ SACHDEVA

Address: EC 35 SECOND FLOOR

Address: 38 (C.F.) NEWLAWN VIKAS

INDIA PURI NEW DELHI-2
A.W. 8172 1393 6655

New Delhi
A.W. 5075 69452329

 Owner Partner	 Confirming Party-1	 Confirming Party-2	 Godrej Projects North LLP Authorized Signatory Developer
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Reg. No.

537

Reg. Year

2021-2022

Book No.

4



Ist Party



IInd Party



Witness

Ist Party

MS SK PROMOTERS THR PRITHIPAL SINGH , MR DEVKI NANDAN TANEJA , 'MR KAMAL TANEJA

IInd Party

GODREJ PROJECTS NORTH LLP DIGVIJAY YADAV

Witness

MANOJ KUMAR SHARMA, GAURAV SACHDEVA

Certificate (Section 60)

Registration No.537 in Book No.4 Vol No 1,717
on page 163 to 182 on this date 06/12/2021 16:08:48
and left thumb impressions has/have been taken in my presence.

day Monday

Date 06/12/2021 16:05:10



Sub Registrar
Sub Registrar VII
New Delhi/Delhi



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SCHEDULE-I
DESCRIPTION OF THE SUBJECT PLOT


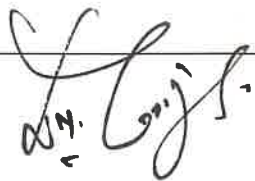

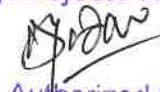
Land admeasuring 0.875 acres situated at 88/1-A, Lady Harding Road (also known as 14 Lady Harding Road), New Delhi, bounded as under:

On the North by : Doctors Lane

On the South by : Shaheed Bhagat Singh Marg formerly known as Lady Harding Road

On the East by : Shops

On the West by : All India S. S Jain Conference Bhawan built up on Plot No. 12

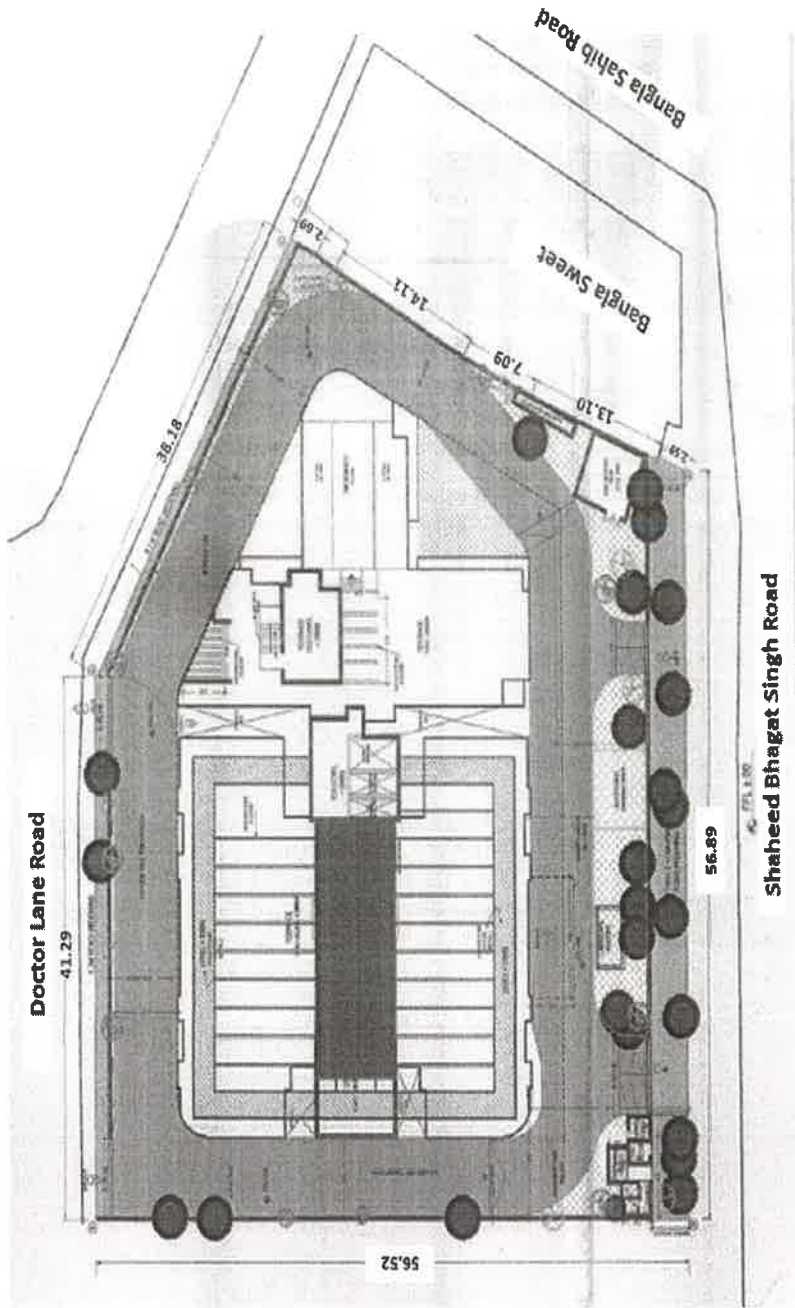
For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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FOR S.K. PROMOTE

Promote

**SCHEDULE-II
LAYOUT OF THE SUBJECT PLOT**



For S.K. PROMOTERS <i>S.K. Promoters</i> Partner Owner	<i>S.K. Promoters</i> Confirming Party-1	<i>S.K. Promoters</i> Confirming Party-2	<i>S.K. Promoters</i> Authorized Signatory Developer
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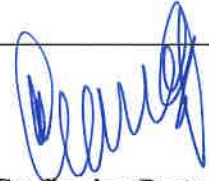

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**SCHEDULE-III
DETAILS OF TITLE DEEDS**

1. Sale deed dated March 12, 2008, registered as document No. 4697, executed by N.D. Taneja; D.N. Taneja; Ravinder Kumar; Kamal Kumar; Pawan Kumar; Lajpat Rai Taneja; K.K. Taneja HUF; and Alka Taneja, in favour of M/s SK Promoters, as rectified vide Rectification Deed dated November 29, 2021 bearing registration no.11373.
2. Conveyance Deed dated April 29, 2015, bearing document No. 7441, executed by President of India in favour of M/s. S.K. Promoters, Kamal Kumar Taneja and D.N. Taneja.

<p>For S.K. PROMOTERS</p>  <p>Owner Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Developer Authorized Signatory</p>
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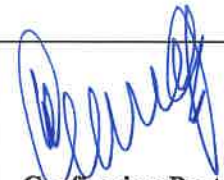
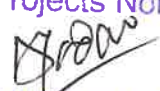


For S.K. B.P. 2012

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**SCHEDULE-IV
DETAILS OF EXISTING APPROVALS**

1. No objection certificate for cutting trees on the Subject Plot has been obtained from the Forest Department, Delhi vide letter number R-No-1217/to(s)/TC-felling/2015-16/1767 dated 17.07.2020 from office of the Dy. Conservator of Forest South
2. Permission to demolish the existing structure on the Subject Plot has been duly obtained by the Sellers from Department of Architecture & Environs, NDMC vide letter bearing no. CA/BP/14, Lady Harding Road, New Delhi/D-0105 dated January 01, 2021.
3. Building Plan sanctioned vide letter number CA/BP/14, Lady Hardinge Road, New Delhi/D-0105 Dated 01/01/2021. Plans are valid till 31.07.2025
4. Fire safety approval by Delhi Fire Service received vide letter dated February 18, 2020 bearing no. F6/DFS/MS/BP/2020/74, issued by the Delhi Fire Service, New Delhi in favour of The Chief Architect, New Delhi Municipal Council
5. Approval issued by Delhi Urban Art Commission vide letter dated April 20, 2020 bearing ULB Code no. NDMC_BP_0039_19- 20_Sub_2_F, issued by the Delhi Urban Art Commission in favour of the NDMC, whereby the proposal for proposed group housing project over the Subject Plot was approved
6. Land and Development office NOC received vide letter number L&DO/L1/9/148(20)/243 Dated 10/12/2020
7. Electricity approval received vide letter number C-2345/EEP/DES/48 DATED 27.01.2020
8. Approval for set up of Electric Sub-Station received vide letter dated December 31, 2019, bearing no. C-2345/EEP/DES/528 issued by the Electric Planning Division, NDMC

<p>For S.K. PROMOTERS</p>  <p>Owner Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Developer Authorized Signatory</p>
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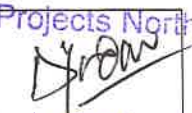


For S.K. PROMOTERS

Patner

SCHEDULE-V
LO REVENUE SHARE AND ADJUSTMENT OF REFUNDABLE SECURITY
DEPOSIT

1. The LO Revenue Share would be determined on monthly basis and be paid by the Developer to the Owner as per priority of payment provided under the Admission Cum Reconstitution Deed. The copy of the Admission Cum Reconstitution Deed would be provided to the Owner.
2. Notwithstanding anything contained in this Agreement, the Owner acknowledges that the repayment of the Refundable Security Deposit by the Owner to the Developer is its principal obligation and therefore till the time the entire Refundable Security Deposit is recovered by the Developer from the Owner, all the amounts payable to Owner towards the LO Revenue Share shall be first adjusted towards the repayment of the Refundable Security Deposit.
3. Upon adjustment of an amount equivalent to the Refundable Security Deposit out of the LO Revenue Share as set out in Clause 2 of this Schedule V then the Owner's obligation to refund the Refundable Security Deposit shall deemed to be completed. Further, the Owner acknowledges that such adjustment of the LO Revenue Share towards the Refundable Security Deposit shall be valid discharge of the obligation of Developer to make payment of the LO Revenue Share.
4. Any amounts payable to the Owner towards LO Revenue Share subsequent to the adjustment of Refundable Security Deposit as set out in Clause 2 of this Schedule V, shall be paid to the Owner upto the maximum amount that the Owner is entitled to in terms of this Agreement.

<p>For S.K. PROMOTERS</p>  <p>Owner Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory Developer</p>
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FOR S.K. PROMOTERS

Patent

SCHEDULE-VI
COVENANTS AND OBLIGATIONS OF THE OWNER AND THE CONFIRMING
PARTIES

1. In addition to the various obligations of the Owner provided under various Clauses of this Agreement, the Owner shall have the following obligations towards the Developer:
 - 1.1. the Owner, at any time on or after the Effective Date, shall not enter into any agreement, commitment, arrangement or understanding with any Person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such Person any Encumbrance in or over or in relation to the Development Rights, the Subject Plot or the Project;
 - 1.2. the Owner shall ensure that during the subsistence of this Agreement, no Person, acting under or through it, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer or (ii) whereby the grant and transfer of the Development Rights or the rights of the Developer in respect of the Owner's Share in Subject Plot is prejudicially affected;
 - 1.3. the Owner shall ensure that all its representations and warranties contained in **Schedule-VII** are true, correct and accurate as on the Effective Date and continue to be true, correct and accurate in perpetuity;
 - 1.4. the Owner and the Confirming Parties shall, at their cost and expense, contest and settle all Litigations with respect to the Title Risk and/or Approval Risk or arising on account of any of the representation and warranties as provided in **Schedule-VII** being inaccurate and untrue, including all Litigations with the Purchasers, in a manner that the Development Rights of the Developer and the development, construction, Marketing and sale of the Project is not adversely impeded or restricted throughout the Term;
 - 1.5. the Owner shall extend all cooperation and do all such acts and deeds that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to the Developer, as may be reasonably required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby. The Owner further agrees to execute, as may be required by the Developer, from time to time, all applications, affidavits, plans or other documents and furnish all relevant information in respect of the Owner's Share in Subject Plot, as the Developer may request from time to time;
 - 1.6. the Owner shall forthwith provide the Developer the notice of any Litigation or investigation in connection with the Owner's Share in Subject Plot of which the Owner becomes aware. In the event the Owner receives any communication, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and / or any Third Party, that may directly or indirectly be related to the Owner's Share in

<p style="color: blue; font-weight: bold;">For S.K. PROMOTERS</p> <p style="color: blue; font-weight: bold;">Owner Partner</p>	<p style="font-weight: bold;">Confirming Party-1</p>	<p style="font-weight: bold;">Confirming Party-2</p>	<p style="color: purple; font-weight: bold;">Godrej Projects North LLP</p> <p style="color: purple; font-weight: bold;">Authorized Signatory Developer</p>
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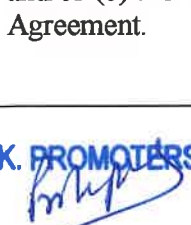
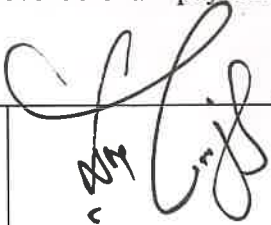

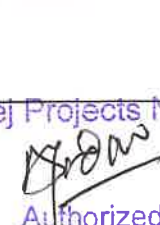
For S.K. PROMOTERS

By: _____



Subject Plot or the Project, it shall within 2 (two) Business Days of receipt of the said communication, correspondence, notice, demand, share it with the Developer; and

- 1.7. the Owner confirms that in event of bankruptcy, liquidation, and/or winding up proceedings or any event leading to the same for the Owner, the rights and entitlements of the Owner shall be restricted to the residuary rights of the Owner in the Owner's Share in Subject Plot /the Project after taking into account the rights, entitlements and interest of the Developer in the Owner's Share in Subject Plot / the Project under this Agreement and GPA. The rights and entitlements of the Developer under this Agreement including the interest created in the Owner's Share in Subject Plot in favour of the Developer by virtue of this Agreement and the GPA shall not be affected in any manner in case of any bankruptcy, liquidation, and/or winding up proceedings relating to the Owner or event leading to the same.
2. The Owner and the Confirming Parties agree and covenant that the Owner and Confirming Parties shall be, jointly and severally, at all times, obligated to cure and rectify all Title Risks and Approval Risks in respect of the Subject Plot at their costs and expense. Without prejudice to any other right or remedy available to the Developer under Applicable Law, this Agreement and/or the Sale Deed, in case any Title Risk in relation to the Subject Plot or any part thereof arises at any point of time even after the execution of this Agreement and the Sale Deed, then the Developer shall issue a written notice to this effect, along with the communications and documents received by it from the claimant(s) including details of the claimant(s), to the Owner and the Confirming Parties ("**Title Risk Notice**"). The Owner and the Confirming Parties shall, jointly or severally, resolve, rectify and cure such Title Risk, within 6 (six) months from the date of receipt of the Title Risk Notice ("**TR Cure Period**") or any extended period provided by the Developer in its sole discretion, in such manner that the rights and entitlements (including usage of Subject Plot) of the Developer in the Subject Plot or any part thereof are not prejudicially impacted in any manner whatsoever. In the event the Owner and/or the Confirming Parties fail to resolve, cure, rectify or settle the said Title Risk on or before the expiry of the TR Cure Period or any extended period, then the Developer shall have the right to step-in to resolve and settle such Title Risk, at the sole cost and expense of the Owner and Confirming Parties. In the event the Developer incurs any amount on account of any Title Risk then the Owner and Confirming Parties shall, without any delay and/or demur, jointly and severally reimburse all such amounts to the Developer within 30 (thirty) days from the date of demand and failing which the Owner and Confirming Parties shall, jointly and severally, be liable to pay interest at 24% (twenty four percent) per annum, as liquidated damages, on the defaulted amounts for the period of delay. Notwithstanding anything contrary contained herein or elsewhere, the Developer shall be entitled to deduct / set-off all amounts it incurs to rectify any Title Risk / Approval Risk from the (a) profit / surplus share/ any amounts payable to the Confirming Parties under the Admission Cum Reconstitution Deed and/or (b) LO Revenue Share payable by the Developer to the Owner in terms of this Agreement.




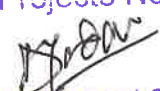
 For S.K. PROMOTERS Owner Partner	 Confirming Party-1	 Confirming Party-2	 Godrej Projects North LLP Authorized Signatory Developer
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For S.K. PROMOTERS

Signature

3. Notwithstanding anything contained herein, in the event on account of any Title Risk there is any order, directive, instruction, notice and/or injunction issued by competent Governmental Authority(ies) and/ or court and/or for any other reason, by virtue of which the construction, and/ or development work over the Subject Plot (or any part thereof) and/or sale and/or marketing/ collections of the Project(s) is stopped/ stayed/ enjoined/ stalled and/or put on hold, then the Developer shall (a) not be under any obligation to provide Title Risk Notice / TR Cure Period to the Owner and the Confirming Parties; and (b) be entitled to cure any such Title Risk (at the cost and expense of the Owner and the Confirming Parties) without any concurrence from the Owner / the Confirming Parties and the Owner and the Confirming Parties have no objection in this regard. In the event the Developer incurs any amount on account of any Title Risk then the Owner and the Confirming Parties shall, jointly and severally, without any delay and/or demur, reimburse all such amounts to the Developer within 30 (thirty) days from the date of demand and failing which the Owner and the Confirming Parties shall, jointly and severally, be liable to pay interest at 24% (twenty four percent) per annum, as liquidated damages, on the defaulted amounts for the period of delay. Notwithstanding anything contrary contained herein or elsewhere, the Developer shall be entitled to deduct / set-off all amounts it incurs to rectify any Title Risk / Approval Risk from the (a) profit / surplus share / any amounts payable to the Confirming Parties under the Admission Cum Reconstitution Deed and/or (b) LO Revenue Share payable by the Developer to the Owner in terms of this Agreement.
4. Notwithstanding anything contained herein or elsewhere:
- (a) the Owner and Confirming Parties shall be solely responsible for any claims, liabilities, damages, costs and expenses arising on account of Title Risk and/or Approval Risk and/or or breach of covenants pertaining to title of the Subject Plot under the Sale Deed and/or this Agreement, to the complete exclusion of the Developer; and
 - (b) upon occurrence of the Title Risk / Approval Risk, the Owner shall not be entitled to payment of the LO Revenue Share and the LO Revenue Share shall solely be utilized towards either settlement / cure of such Title Risk and/or Approval Risk and/or recovery of any cost incurred by the Developer in settling / curing such Title Risk and/or Approval Risk.

For S.K. PROMOTERS  Owner/Partner	 Confirming Party-1	 Confirming Party-2	Godrej Projects North LLP  Authorized Signatory Developer
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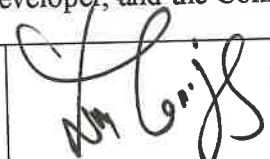

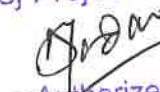


For S.K. PROMOTERS

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SCHEDULE-VII
REPRESENTATIONS & WARRANTIES OF THE OWNER, CONFIRMING
PARTIES AND DEVELOPER

1. Each Party hereby represents, warrants and undertakes to the other Parties that:
 - 1.1. In case of a corporate entity, it is duly incorporated / organised and existing under laws of the jurisdiction of its incorporation or organisation;
 - 1.2. it and its representatives have the power and authority to execute, deliver and perform this Agreement and any other deeds, documents or agreements, contemplated hereunder or pursuant hereto (the "**Other Documents**") and upon execution and delivery, this Agreement shall constitute a legal and binding obligation on it, enforceable against it in accordance with its terms;
 - 1.3. all actions including the actions necessary for the authorisation, execution and delivery of, and the performance of all obligations, under this Agreement, have been duly taken and obtained and the same are valid and in full force and effect;
 - 1.4. the execution, delivery and performance of this Agreement and/or Other Documents by it and the transactions contemplated hereby will not (i) violate any provision of its organisational or governance documents or constitutional documents (as applicable); (ii) require any consent, approval or action of any Governmental Authority; (iii) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (iv) violate any order, judgement or decree against, or binding upon, such Party or upon its securities, properties or businesses; or (v) violate any Applicable Law;
 - 1.5. there are no legal, quasi-legal, administrative, other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against it which may prejudicially affect the due performance or enforceability of this Agreement and/or Other Documents or any obligation, act, omission or the transaction contemplated hereunder; and
 - 1.6. all information in relation to the transactions contemplated herein which would be material to the other Party for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed and the same is true, complete and accurate and not misleading in any manner.
2. In addition to the representations and warranties provided by the Owner and the Confirming Parties elsewhere in this Agreement, the Owner hereby represent and warrant to the Developer, and the Confirming Parties hereby confirms to the Developer

<div style="display: flex; justify-content: space-between;"><div>For S.K. PROMOTERS</div><div></div></div> <div style="display: flex; justify-content: space-between;"><div>Owner</div><div>Partner</div></div>	<div style="display: flex; justify-content: space-between;"><div></div><div></div></div> <div style="display: flex; justify-content: space-between;"><div>Confirming Party-1</div><div></div></div>	<div style="display: flex; justify-content: space-between;"><div></div><div></div></div> <div style="display: flex; justify-content: space-between;"><div>Confirming Party-2</div><div></div></div>	<div style="display: flex; justify-content: space-between;"><div>Godrej Projects North LLP</div><div></div></div> <div style="display: flex; justify-content: space-between;"><div>Developer</div><div>Authorized Signatory</div></div>
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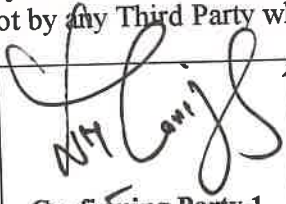

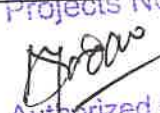


FOR S.K. PROMOTERS

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that each of the following representations and warranties, is true, accurate, complete, valid, subsisting and not misleading in any manner as of the date of this Agreement:

- 2.1. The Owner is the absolute owner of the Owner's Share in Subject Plot and no other person or entity has any right, title or interest in or in any part of the Owner's Share in Subject Plot, or is entitled to the possession, occupation, use or control of whole or any part of the Owner's Share in Subject Plot. The title and possession of the Owner in the Owner's Share in Subject Plot is actual, unfettered, clear and marketable and free from all Encumbrance. The Owner has neither done nor been party to any act whereby its rights, titles or interests or possession (each of whatever description) in or over or in relation to the Owner's Share in Subject Plot is or may in any way be impaired or whereby they are or may be prevented from transferring absolutely the Development Rights of the Owner's Share in Subject Plot to the Developer;
- 2.2. Owner has the full power and authority to enter into, execute and deliver this Agreement and undertake the transaction stated herein;
- 2.3. Owner has undertaken all necessary actions and obtained necessary approvals required by it for the execution, delivery and performance of this Agreement;
- 2.4. The execution, delivery and performance of this Agreement and all instruments or agreements required hereunder does not contravene, violate or constitute a default of any Applicable Law, any agreement or instrument to which it is a party or by which it is or may be bound;
- 2.5. The Owner's Share in Subject Plot and all parts of it are free from all kinds of registered or unregistered Encumbrance whatsoever. No part of the Owner's Share in Subject Plot is affected by a subsisting contract for sale or other disposition of any interest in it. There are no arrangement(s) for sale or alienation of the Owner's Share in Subject Plot in any manner whatsoever or any part thereof with any other person(s) nor are there any subsisting power of attorneys or any other authority, oral or otherwise empowering any other person(s) to deal with any part of the Owner's Share in Subject Plot in any manner whatsoever;
- 2.6. Owner is in actual physical and unhindered possession, use, occupation and enjoyment of the Owner's Share in Subject Plot. No Third Party has any tenancy or any other types of rights/ interest in the Owner's Share in Subject Plot or possession thereof. Owner has not sold any portion of the Owner's Share in Subject Plot or have not entered into any arrangement for sale of the Owner's Share in Subject Plot and/or FSI pertaining to the Owner's Share in Subject Plot. The Owner has not created any Third Party rights on the Owner's Share in Subject Plot;
- 2.7. The Subject Plot is duly bound and demarcated and there are no boundary disputes in respect of the Subject Plot with any adjoining landowners and there is no encroachment on the Subject Plot by any Third Party whatsoever;

For S.K. PROMOTERS  Owner	 Confirming Party-1	 Confirming Party-2	Georej Projects North LLP  Authorized Signatory Developer
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FOR S.K. PROMOTERS
BATHUR

- 2.8. No consent from any Third Party is required for transfer of Development Rights of the Owner's Share in Subject Plot to the Developer;
- 2.9. From the date of execution of this Agreement, the Developer shall be entitled to enjoy possession, use, dispose, construct and develop real estate project over the Subject Plot and sell Saleable Area in the manner the Developer may deem fit, without any objections, obstructions, hindrances or claims from the Owner, Confirming Parties or any Third Party claiming through any of them;
- 2.10. All information in relation to the transaction contemplated herein which would be material to the Developer for the purposes of consummating the said transaction, has been made available and disclosed to the Developer and not misleading in any manner;
- 2.11. Owner has not executed any power of attorney(s) or any other document/ contract/ agreement or any other authority, oral or otherwise empowering any third person(s) to deal with Owner's Share in Subject Plot or any part thereof, for any purpose;
- 2.12. There are no pathways, canals, high tension wires etc. passing through the Subject Plot. The Subject Plot or any portion thereof is not affected by any notification for reservations, acquisition etc. by the government or any other local authorities;
- 2.13. The Existing Approvals are valid and subsisting. The Owner has not defaulted on any of the terms and conditions of the Existing Approvals with respect to the Subject Plot and no events have occurred or to the knowledge of the Owner which may cause the Existing Approvals to become void or voidable or rescind at any time;
- 2.14. There are no pending Litigations or proceedings in any court of law or tribunal or arbitration or any lis-pendens, nor is there any attachment or injunction on the Subject Plot or development potential thereof or in respect of the development thereof;
- 2.15. There is no easement, impediment, prohibition, restriction under any contract or any Applicable Law or negative covenant running with the Owner's Share in Subject Plot, whereby the Owner is in any manner restrained, prohibited, prevented from in any manner transferring the Development Rights of the Owner's Share in Subject Plot in favour of the Developer in accordance with this Agreement or which could affect the rights of the Developer in respect of the Owner's Share in Subject Plot and under this Agreement;
- 2.16. The Owner's Share in Subject Plot is accurately and properly mutated in the name of the Owner in the relevant records maintained with the Governmental Authority(ies) and there is no part of the Owner's Share in Subject Plot for which the mutation in the name of the Owner as absolute owner in possession, is pending or under objection;

<p>For S.K. PROMOTERS</p> <p><i>[Signature]</i></p> <p>Owner Partner</p>	<p><i>[Signature]</i></p> <p>Confirming Party-1</p>	<p><i>[Signature]</i></p> <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p> <p><i>[Signature]</i></p> <p>Authorized Signatory Developer</p>
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For S.K. PROMOTERS






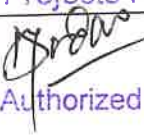
- 2.17. There is no prohibitory order or order of attachment of any department of income tax for taxes or of any department of the Government, Central and/or State, local body, public authority, court or tribunal for taxes, levies, dues and cesses including any contingent liabilities, guarantees or undertaking in respect of the Owner's Share in Subject Plot or any part thereof and/or preventing or restraining Owner from entering into this Agreement or which could affect the rights of the Developer under this Agreement. There is no proceeding pending under the Income Tax Act, 1961 in respect of the Owner's Share in Subject Plot or which could affect the transaction hereunder or the rights of the Developer under this Agreement. The Owner and the Confirming Parties have obtained and handover to the Developer 3 (three) separate certificates issued by their respective chartered accountants in pursuance to Section 281 of the Income Tax Act 1961 and the content of the said certificates are true, correct and not misleading in any manner;
- 2.18. Owner and the Confirming Parties have paid up to date all taxes related to Subject Plot, if any, stamp duties on title documents vesting the Subject Plot in favour of the Owner and the Confirming Parties and all other amounts and outgoings payable to all authorities qua the Subject Plot;
- 2.19. No person/s other than Owner has any right, claims or demand in respect of the Owner's Share in Subject Plot. Owner has the absolute right, and authority to enter into and execute this Agreement and has not done and in future shall not do any act of commission or omission or allow any person or party to do any act of commission or omission whereby the transfer of Development Rights of the Owner's Share in Subject Plot to the Developer under this Agreement may be prejudicially affected;
- 2.20. Other than as provided for under the Approved Building Plan, no portion of the Subject Plot is required to be surrendered or handed over for road widening or any other reservations of any nature to any person or government or semi-government or any other authority;
- 2.21. The primary access to the Subject Plot is through Shaheed Bhagat Singh Road, Gole Market, New Delhi;
- 2.22. There is no temple, mosque, church or any other place of worship on the Subject Plot or any portion thereof. No part of the Subject Plot is dedicated orally or in writing to religious or charitable uses or used as a place of worship;
- 2.23. There have been no proceedings initiated; no notices been served on and/or received by Owner or its predecessors-in-title; and no orders affecting or relating to the Owner's Share in Subject Plot nor any part thereof, nor have the Owner been in breach or in violation of any land ceiling legislations under Applicable Law in relation to the Owner's Share in Subject Plot;

<p>For S.K. PROMOTERS</p> <p><i>[Signature]</i></p> <p>Owner Partner</p>	<p><i>[Signature]</i></p> <p>Confirming Party-1</p>	<p><i>[Signature]</i></p> <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p> <p><i>[Signature]</i></p> <p>Authorized Signatory Developer</p>
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For S.K. PROMOTERS


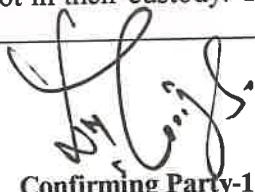

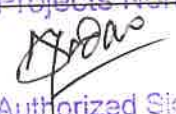
- 2.24. The Subject Plot is contiguous and there is no landlocked land owned by any Third Party within the Subject Plot;
- 2.25. The Subject Plot benefits from all permanent and legally enforceable easements and other contractual rights (if any);
- 2.26. There are no restricting conditions (including requirement of approvals) applicable on account of the provisions of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 or any rules/ regulations/ notifications issued thereunder or by any other Governmental Authority, preventing or restricting the undertaking of any development on the Subject Plot or any part thereof;
- 2.27. Neither the Subject Plot nor any part thereof is 'forest land' or any other category of restricted land or protected area or falls in any eco sensitive zones or any notified area/ zone which prevents, prohibits or restricts the development/ construction on the Subject Plot, in any manner and no notice has been received by the Owner / Confirming Parties from any Governmental Authority in this regard;
- 2.28. Neither the Subject Plot nor any part thereof is reserved for any public use or purpose and/ or included in any public scheme of any Governmental Authority or any other public body;
- 2.29. The Subject Plot is vacant, contiguous, are not water logged;
- 2.30. The execution and registration of this Agreement by Owner and the consummation of the transaction contemplated hereunder shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses;
- 2.31. The Subject Plot does not have any gas pipeline, high tension electricity line, religious sites or any other such hurdle passing through it. There are no restricting conditions applicable from Heritage Structure committee, Archaeological Survey of India, and any other government bodies which shall prevent full desired development on the Subject Plot;
- 2.32. The Subject Plot have no impediment/ peculiarity (and the Owner / Confirming Parties shall not create any such impediment/ peculiarity) of any nature because of which relevant authorities may impose any term/ condition in any of the Approvals, which are not standard and customary conditions in such approvals;

<p>For S.K. PROMOTERS</p>  <p>Owner Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory</p> <p>Developer</p>
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For S.K. PROMOTERS

- 2.33. Owner has not offered for sale/allotment, nor taken any monies, or otherwise sold any units/plots in the Owner's share in Subject Plot to any Third Party / customer/ Purchaser;
- 2.34. No information relating to the Owner's share in Subject Plot / Subject Plot, Owner, its Partners or Confirming Parties of which the Developer has knowledge (actual or constructive), and no investigation by or on behalf of the Developer or any of its agents, representatives, officers, employees or advisers, as the case may be, shall prejudice any claim made by the Developer, under Clause 14 of the Agreement and/or any other provision of this Agreement or operate to reduce any amount recoverable there under. It shall not be a defense to any claim that the Developer ought to have known or had constructive knowledge of any information relating to the circumstances giving rise to such claim.
- 2.35. That the Subject Plot was owned by Sarvshri Pandit Mohan Lal; and Mr. Tika Ram, and thereafter, the Subject Plot was validly and absolutely transmitted to the following: (1) legal heirs of Late Tika Ram namely (i) Mrs. Sharda Devi; (ii) Mr. Jayanti Pershad; (iii) Satish Chand; (iv) Mr. Hari Mohan; (v) Mr. Chander Mohan; and (vi) Mr. Kailash Chander, ("Tika Ram LRs") and (2) legal heirs of Late Mr. Mohan Lal namely (i) Mr. Jagdish Sharma; (ii) Mr. Ashok Sharma; (iii) Mr. Sunil Sharma; and (iv) Mr. Praveen Sharma ("Mohan Lal LRs"). The Tika Ram LRs and Mohan Lal LRs have validly executed and registered sale deeds in favour of (i) Mr. N.D. Taneja son of Late Mr. GD Taneja, Mr. D.N. Taneja son of Late Mr. GD Taneja, Mr. Ravinder Kumar, Mr. Kamal Kumar, Mr. Pawan Kumar, Mr. Lajpat Rai Taneja, K.K. Taneja HUF, and Late. Hemant Kumar. Upon registration of the said sale deeds, Tika Ram LRs and Mohan Lal LRs were left with no rights, title and interest in the Subject Plot. Mr. N.D. Taneja son of Late Mr. GD Taneja, Mr. D.N. Taneja son of Late Mr. GD Taneja, Mr. Ravinder Kumar son of Narain Das Taneja, Mr. Kamal Kumar son of Rattan Chand (D.N. Taneja), Mr. Pawan Kumar son of Late Gopal Chand, Mr. Lajpat Rai Taneja son of Late Mr. Krishan Kumar, K.K. Taneja HUF through Karta Shri Lajpat Rai son of Late Krishan Kumar, and Mrs. Alka Taneja wife of Late Mr. Hemant Kumar, collectively sold their 50% (fifty percent) undivided share along with proportionate leasehold rights in the Subject Plot in favour of the Owner. The members of Taneja Family viz. ND Taneja, Ravinder Kumar, Pawan Kumar, Abhishek Taneja, Ishaan Taneja, Bindu Anand, Mr. Lajpat Rai Taneja have validly relinquished, released, transferred all their rights, title and interest in the Subject Plot in favour of the Owner and the Confirming Parties and none of the said Taneja Family members or their respective legal heirs are left with any rights, title and/or interest in the Subject Plot.
- 2.36. The Owner and the Confirming Parties have represented that the original of (a) Sale deed executed by Pandit Sri Ram Sarvaria in favour of Bengali Mall in the year 1927, (b) Sale deed dated June 12, 1990 bearing document no. 3865, executed by Mr. Satish Chander in favour of Ravinder Kumar and (c) Sale deed dated June 12, 1990 bearing document no. 3871, executed by Kailash Chander in favour of Ravinder Kumar are missing and are not in their custody. The Owner and the Confirming Parties agree and





<p>For S.K. PROMOTERS</p>  <p>Owner Partner</p>	 <p>Confirming Party-1</p>	 <p>Confirming Party-2</p>	<p>Godrej Projects North LLP</p>  <p>Authorized Signatory Developer</p>
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FOR S.K. PROMOTERS

undertake that in case original of the said sale deeds are found then the Owner and the Confirming Parties shall immediately hand over the same to the Developer.

- 2.37. The Owner and the Confirming Parties have represented that the conveyance deed dated April 29, 2015, executed by L&DO in favour of the Owner and the Confirming Parties with respect to the Subject Plot states that the area of the Subject Plot as per Indenture of Perpetual Lease dated February 7, 1920 was 0.99 acres (4791 square yards), however the actual area of the Subject Plot as conveyed under the said conveyance deed is only 4235 square yards.
- 2.38. The Owner and the Confirming Parties have already obtained requisite approval / no objection certificate from Governmental Authority for cutting trees situated on the Subject Plot and the trees have already been removed from site in consonance with the said approval / no objection certificate.
3. Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.
4. The representations and warranties of the Owner as mentioned herein are absolute and shall in no manner be treated as qualified by any actual or constructive knowledge or investigation on the part of the Developer or any of its agents, representatives, officers, employees or advisors.

For S.K. PROMOTERS  Owner Partner	 Confirming Party-1	 Confirming Party-2	 Godrej Projects North LLP Authorized Signatory Developer
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FOR SALE PROMOTERS



**Government of National Capital Territory of Delhi
e-Registration Fee Receipt**

Receipt No DL1638023376564
Issue Date 03-DEC-2021 16:10
ACC Reference SHCIL/SHCIL NCT OF DELHI/NEHRU PLACE
ESI Certificate No IN-DL58813023823389T
Purchased By GODREJ PROJECTS NORTH LLP
Registration Fees Paid By GODREJ PROJECTS NORTH LLP
Property Description PROPERTY BEARING NO.88/1-A LADY HARDINGE ROAD ALSO
KNOWN AS 14 LADY HARDINGE ROAD NEW DELHI
Purpose Article 5 General Agreement

Particulars	Amount (Rs.)
Registration Fee	₹ 1,20,08,864.00
Copying Fees	₹ 100.00
E-change of Name Fee - South DMC	₹ 1,000.00
Service Charges	₹ 30.00
CGST @ 9 % *	₹ 3.00
SGST @ 9 % *	₹ 3.00
Total Amount	₹ 1,20,10,000.00

(Rupees One Crore Twenty Lakh Ten Thousand Only)

Statutory Alert : This is a receipt of fees collected and should not be treated as receipt of Registration.
The authenticity of e-Registration Fee Receipt can be verified at website i.e.
<https://www.shcilestamp.com/Registration/>.



*GSTIN Number : 07AABCS1429B1ZW

PAN: AABCS1429B

CIN: U67190MH1986GOI040506

SAC : 998599

PREMISES : IFCI Tower, 5th Floor, A wing, 61, Nehru Place, New Delhi-110019

For S.K. PROMOTERS

[Signature]
Partner

[Signature]

[Signature]

Godrej Projects North LLP
[Signature]
Authorized Signatory

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court, at the City of New York, this 1st day of January, 1901.

CLERK OF THE COURT

THE CLERK OF THE COURT

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court, at the City of New York, this 1st day of January, 1901.

[Handwritten signatures]



[Handwritten signatures and stamps]