

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 14/10/2022

Certificate No. GON2022J1003
GRN No. 95324571



Stamp Duty Paid : ₹ 101
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Chloris Real Estate Ltd etc
H.No/Floor : 4th floor Sector/Ward : Na LandMark : S b marg elphinstone
City/Village : Mumbai District : Mumbai State : Maharashtra
Phone: 99*****94



Buyer / Second Party Detail

Name : Spiti Township Llp
H.No/Floor : G14/gf Sector/Ward : Na LandMark : Jangpura extrn
City/Village: New delhi District : New delhi State : Delhi
Phone : 99*****94

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING/ AGREEMENT

This Memorandum of Understanding/ Agreement ("Agreement") is executed on this 17th day of [October], 2022

BY AND AMONGST

Chloris Real Estate Limited, a company incorporated under the Companies Act, 1956, having its registered office at [ONE INTERNATIONAL CENTER TOWER – 1, 4TH FLOOR, S. B. MARG, ELPHINSTONE (W) MUMBAI 400013] and corporate office at SCO 62, First Floor Sector 17 A, Gurugram - 122001 through its director, **Mr. Ashish Dalal**, duly authorized vide the resolutions of the board passed in the meeting held on [10th October 2022] (hereinafter referred to as the "**Land Owner-1**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and permitted assigns.

AND

Umaraman Infrastructure Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 974, LGF, Sector -31, Gurugram - 122001 through its director, **Mr. Pritam Prakash Aggarwal**, duly authorized vide the resolutions of the board passed in the meeting held on [10th October 2022] (hereinafter referred to as the "**Land Owner-2**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and permitted assigns.

(hereinafter collectively referred to as the "**Land Owners**", which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, administrators and permitted assigns.) of the ONE PART;

For Chloris Real Estate Limited

Ashish Dalal

Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

Pritam Prakash Aggarwal

Director

1

For SPITI TOWNSHIP LLP

Authorised Signatory

डीड संबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील हरसरु

गांव/शहर गोपालपुर

धन संबंधी विवरण

राशि 1 रुपये

स्टाम्प नं : G0N2022J1003

रजिस्ट्रेशन फीस की राशि 100 रुपये

Drafted By: T C KHATANA ADV

स्टाम्प ड्यूटी की राशि 100 रुपये

स्टाम्प की राशि 101 रुपये

EChallan:95327742

पेस्टिंग शुल्क 3 रुपये

Service Charge:200

यह प्रलेख आज दिनांक 17-10-2022 दिन सोमवार समय 5:17:00 PM बजे श्री/श्रीमती /कुमारी
Chloris Real Estate Ltdthru Ashish DalalOTHER निवास Sector 17A, Ggm द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

For Chloris Real Estate Limited

Ashish Dalal

Authorised Signatory

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

हस्ताक्षर प्रस्तुतकर्ता

Chloris Real Estate Ltd

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Umaraman Infrastructure Pvt Ltd thru Pritam Prakash AggarwalOTHER हाजिर है ।

प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया । दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी T C Khatana पिता --- निवासी Adv

Gurugram व श्री/श्रीमती /कुमारी Deepak Kumar पिता ---

निवासी Adv Gurugram ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

दिनांक 17-10-2022

Umaraman Infrastructure Pvt. Ltd.

Director

For Chloris Real Estate Limited

Authorised Signatory

डीड संबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील हरसरु

गांव/शहर गोपालपुर

धन संबंधी विवरण

राशि 1 रुपये

स्टाम्प ड्यूटी की राशि 100 रुपये

स्टाम्प नं : G0N2022J1003

स्टाम्प की राशि 101 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:95327742

पेस्टिंग शुल्क 3 रुपये

Drafted By: T C KHATANA ADV

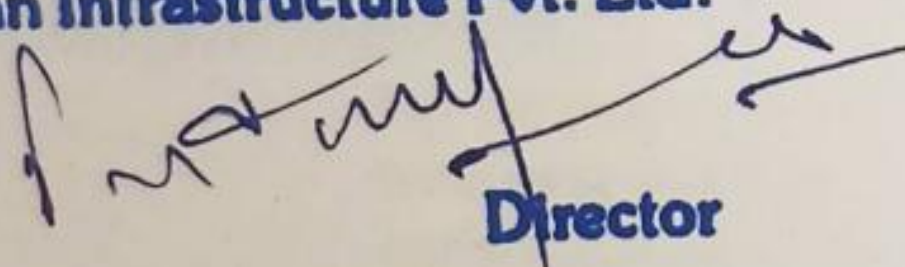
Service Charge:200

यह प्रलेख आज दिनांक 17-10-2022 दिन सोमवार समय 5:17:00 PM बजे श्री/श्रीमती /कुमारी

Chloris Real Estate Ltd and Umaraman Infrastructure Pvt. Ltd.thru Ashish Dalal and Pritam Parkash AggarwalOTHER

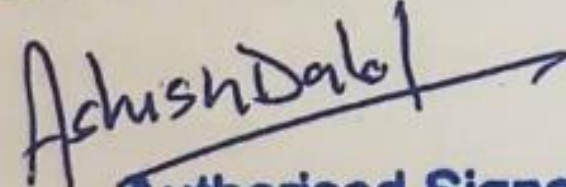
कम्पनी निवास Sector 17A, Ggm द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

Umaraman Infrastructure Pvt. Ltd.



Director

For Chloris Real Estate Limited



Authorised Signatory

हस्ताक्षर प्रस्तुतकर्ता

Chloris Real Estate Ltd and Umaraman Infrastructure Pvt. Ltd.

उप/संयुक्त पंजीयन अधिकारी (हरसरु)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी Spiti Township LLP thru Manish Bhupinder Kumar BakshiOTHER कम्पनी हाजिर

है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीT C Khatana पिता — निवासी Adv

Gurugram व श्री/श्रीमती /कुमारी Deepak Kumar पिता —

निवासी Adv Gurugram ने की ।

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/संयुक्त पंजीयन अधिकारी(हरसरु)

AND

Spiti Township LLP, a Limited Liability Partnership incorporated under the, Limited Liability Partnership Act, 2008 having its registered office at G-14, Ground floor, Jangpura Extension, New Delhi- 110014, through its Authorised Signatory, **Mr. Manish Bhupinder Kumar Bakshi** duly authorized vide the board resolution passed in the board meeting held on [10th October 2022] (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

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

WHEREAS:

A. (i) The Land Owner-1, is the recorded owner of the land admeasuring 14.5 acres approx.. failing in revenue estate of Village Gopalpur, Sub-tehsil Harsaru, Gurgaon Manesar Urban Complex, District Gurgaon, Haryana (the said Land-A), as shown in Blue colour in the map annexed hereto as Annexure-II). The Said land is more particularly described in 'Annexure-I) herto.;

(ii) The Land Owner-2, is the recorded owner of the land admeasuring 6.2625 acres approx.. failing in revenue estate of Village Gopalpur, Sub-tehsil Harsaru, Gurgaon Manesar Urban Complex, District Gurgaon, Haryana (the said Land-B), as shown in Green colour in the map annexed hereto as Annexure-II). The Said land is more particularly described in 'Annexure-I) herto.;

The said land-A', and 'Said Land-B', in total aggregating to 20.7625 acres or thereabout situated in the revenue estate of Village Gopalpur, Sub-tehsil Harsaru, Gurgaon Manesar Urban Complex, District Gurgaon, Haryana (hereinafter collectively referred to as the 'Said Land').

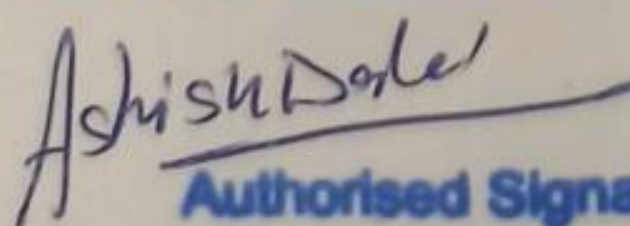
B. Land owners are absolute owners of the Said Land and is also recorded as the owners in all government records. Land owners have a clear and marketable title to the Said Land free from all encumbrances, save and except development rights granted in favor of company and other rights and interests as vested in the Company.

C. The Land Owners have represented to the Developer that the Land is situated in the residential zone as per the Gurgaon Sohna Master Plan 2031 and the construction and development of a NILP, affordable plotted colony/ Deen Dayal Jan Awas Yojna (DDJAY) plotted residential colony or any other relevant applicable project is permitted over the Land as per the laws of State of Haryana;

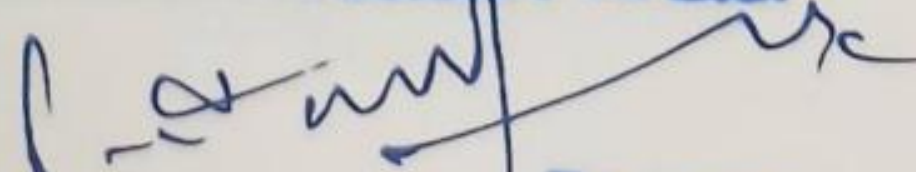
D. The Land Owners have proposed the Developer to sell, transfer, grant, convey, assign and deliver to the Developer, the Development Rights (as *defined hereinafter*) on the Land and the Project FSI (*defined hereinafter*) for the construction and development of Project (*as defined hereinafter*); and

E. The Developer along with its associate companies/ entities are the owners of developing land adjacent to the Said Land and the said land along with developer land forms a consolidated land parcel for the purpose of Developer of developing a group housing colony/ Affordable housing colony/ New Integrated Licensing Policy-2022 for Residential and Commercial/ and /or housing project under Deen Dayal Jan Awas Yojna (DDJAY) plotted residential colony or any other policy as may be permissible by the Government of Haryana and concerned Competent Authority(ies)/ Statutory Authority(ies)/ Governmental Authority(ies), as the case may be, Accordingly, the Developer has confirmed that it has undertaken the consolidation of the Said Land-A, Said Land-B and the Developers own land or third party land to achieve contiguity for its development and has also complied with other conditions precedent as set out and agreed to in this MOU agreement.

For Chloris Real Estate Limited


Ashish Dore
Authorised Signatory

Umareman Infrastructure Pvt. Ltd.


Director

Reg. No.

Reg. Year

Book No.

8742

2022-2023

1



पेशकर्ता



दावेदार



गवाह

For Chloris Real Estate Limited

Ashish Dalal

Authorised Signatory

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Ashish Dalal OTHER Chloris Real Estate Ltd

दावेदार :- thru Pritam Prakash Aggarwal OTHER Umaraman Infrastructure Pvt Ltd

गवाह 1 :- T C Khatana

गवाह 2 :- Deepak Kumar

प्रमाण पत्र

Umaraman Infrastructure Pvt. Ltd.

Director

For SPITI TOWNSHIP LLP

Authorised Signatory

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8742 आज दिनांक 17-10-2022 को बही नं 1 जिल्द नं 54 के पृष्ठ नं 81.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1108 के पृष्ठ संख्या 41 से 42 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 17-10-2022

उप/संयुक्त पंजीयन अधिकारी (हरसरू)

For SPITI TOWNSHIP LLP

Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

Director

For Chloris Real Estate Limited

Authorised Signatory

Reg. No.

Reg. Year

Book No.

8742

2022-2023

1



पेशकर्ता



दावेदार



गवाह

For Chloris Real Estate Limited

Ashish Dalal

Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

[Signature]

Director

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Ashish Dalal and Pritam Parkash Aggarwal OTHER Chloris Real Estate Ltd and Umaraman Infrastructure Pvt. Ltd. _____

दावेदार :- thru Manish Bhupinder Kumar Bakshi OTHER Spiti Township LLP _____

For SPITI TOWNSHIP LLP

[Signature]

Authorised Signatory

गवाह 1 :- T C Khatana _____

गवाह 2 :- Deepak Kumar _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8742 आज दिनांक 17-10-2022 को बही नं 1 जिल्द नं 54 के पृष्ठ नं 81.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1108 के पृष्ठ संख्या 41 से 42 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 17-10-2022

[Signature]
उप/संयुक्त पंजीयन अधिकारी(हरसरु)

- F. Relying on the representations, warranties, covenants, assurances, indemnities and undertakings of the Land Owners, the Developer has agreed to acquire from Land Owners, exclusive and absolute Development Rights and the Project FSI and shall get License and all other requisite approvals, sanction, permissions, registrations etc. for the same for a group housing colony/Affordable housing colony/ New Integrated Licensing Policy-2022 for Residential and Commercial/ and /or housing project under Deen Dayal Jan Awas Yojna (DDJAY) plotted residential colony or any other policy as may be permissible by the Government of Haryana and concerned Competent Authority(ies)/ Statutory Authority(ies)/ Governmental Authority(ies), as the case may be, under the Applicable Laws at cost and expenses in proportion to the land applied in project i.e. in the respective ratio of the Land Owner's land applied for license of the Developers and the Land owners have agreed to grant Development Rights(as defined hereinafter) in favour of the Developer on the proportionate cost sharing of their respective lands applied for license and on the terms and conditions as set out and agreed to hereinafter. It is understood and accepted by the land owner that the developer is free to use every part and portion either in full or in parts for the conceptualisation, execution, implementation, development and completion of the project on the Said Land by getting all requisite approvals, sanctions, registrations etc for the same from the concerned Competent Authority(ies)/ Statutory Authority(ies)/ Governmental Authority(ies), as the case may be under such terms and conditions as contained hereinafter.
- G. Developer has agreed to undertake the development of the Said Land and the Parties having finalized their contractual understanding have proceeded to execute this MOU Agreement recording the understanding and declaring their respective obligations, rights, roles and responsibilities with respect to the Said Land.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS MOU AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE IRREVOCABLY LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, in addition to the terms defined in the introduction to this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

"MOU Agreement" means this Development Rights Agreement, the GPA and all the attached Annexures, Schedules, Exhibits and instruments supplemental to or amending, modifying or confirming this Agreement;

"Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates and the sanctioned plan and the like, for the planning, designing, development, construction, marketing, sales, launch, conveyance, transfer, lease, license, disposal, monetization, operation, management and like of the Land, the Project, the Project FSI, and the Development Rights, including without limitation environmental clearances, zoning approval, change of land use, conversions, power/ water/ other utilities connections, building plan approvals, fire approvals, mining approval, completion certificate, occupancy certificates and all other Approvals and/or permissions from any other statutory or governmental authorities whether State or Central;

"Arbitration Act" means the Arbitration and Conciliation Act, 1996, the rules framed thereunder and shall include any modification and/or statutory re-enactment thereof;

"Arbitration Tribunal" shall have the meaning set forth in the Section 15.2.2 of this Agreement;

"Business Day" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Gurgaon, India;

For Chloris Real Estate Limited

Ashish Deka

Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

[Signature]

Director

"BIP Policy" means the policy notified by Government of Haryana vide memo no. PF-51A/2015/2708 dated February 18, 2015 titled as "Policy Parameters for allowing Change in Beneficial / Interest, viz. Change in Developer ; Assignment of Development rights and / or Marketing Rights, etc. in a license granted under Act no. 8 of 1975;

["Common Areas" shall mean as defined in the Applicable Laws prevalent in Haryana];

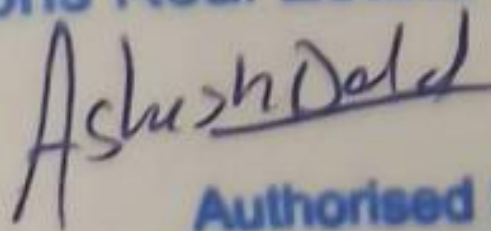
"Confidential Information" means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, the GPA, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

"Development Charges" shall mean EDC and IDC along with applicable interest thereon and other payment directly linked to EDC/IDC;

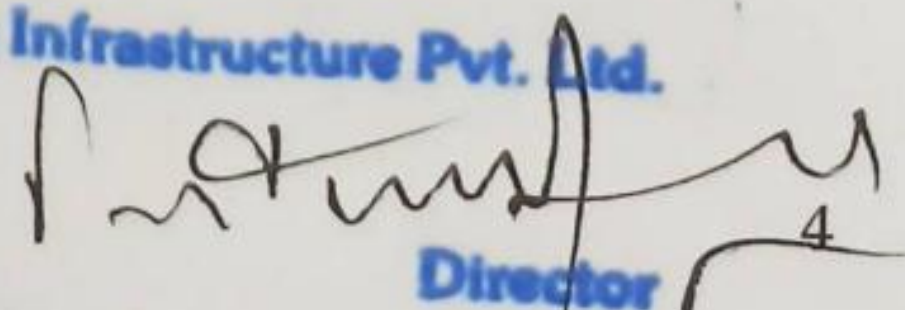
"Development Rights" means the irrevocable, non-terminable and non-cancellable, exclusive rights for the planning, designing, development and construction, marketing, sales, launch, conveyance, transfer, lease, license disposal, monetization, operation, management and like of the Land, the Project, the Project FSI, along with absolute, unfettered rights, title and interest in all the buildings, constructions, structures on the Land, proportionate undivided share in the Land, all rights, benefits, development, entitlements, development rights, FAR/FSI, right to monetize, easements rights and privileges appurtenant thereto, including any and all rights, entitlements, privileges, attached to the Land, the Project FSI, right of way and access, easements whatever, and/with all fixtures, fittings, facilities, amenities, waterways, drains, electricity and sewer connections, etc. free from all Encumbrances, encroachments, hindrances, restrictions, disturbances, attachments, liability, legal defect, *lis-pendens*, claims, disputes, litigations of any nature including possession disputes whatsoever and shall, including (but not be limited to), *inter alia*, the absolute right, power, entitlement, authority, sanction and permission to:

- (i) enter upon and take sole possession and control of the Land and every part thereof directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, subsidiary, etc. and to do all such acts and deeds required and/or necessary; and remain in sole possession and control of peaceful enjoyment of the Land or any part thereof;
- (ii) make, modify, file, follow up, withdraw applications, declarations, certificates and submit the same to the concerned governmental authority in respect of Approvals for the Project in its own name or in the name of the Land Owners, including but not limited to the occupation certificate, completion certificate and the Approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and Common Areas and facilities, building plans for the Project, to be constructed on the Land, and to carry out the same under the Approvals, sanctioned layout plan, and under order of any governmental authority and acquire all relevant Approvals for obtaining water and electricity connections, drainages, and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer and to deal with or appear before any Governmental Authority in relation to such Approvals;
- (iii) appoint, employ or engage contractors, architects, surveyors, engineers, sub-contractors, labor, workmen, personnel or other persons to carry out the planning, designing, development, construction, marketing, sales, launch, conveyance, transfer, lease, license, disposal, monetization, operation, management and like of the Project;
- (iv) carry out planning, designing, conceptualization of the Project, all the infrastructure and related work/ construction and development for the Project, including levelling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-

For Chloris Real Estate Limited


Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.


Director

stations, landscaping and all other Common Areas and facilities for the total area to be constructed on the Land, and to set up site offices, marketing offices and construct sample units and manage the Project, the Land and the Common Areas constructed upon the Project itself or through a nominee;

- (v) to exercise full, free, uninterrupted, unfettered, absolute, exclusive and irrevocable marketing, leasing, licensing, launching (in phases or all together), advertising, alienation, sale or other form of disposal rights in the Project (except for the Land Owners Area Share) by way of sale, lease, license, allotment or any other manner of transfer or creation of third party rights therein and other forms of disposal and monetization; in respect of the Units, Project and related undivided interests in the Land and enter into agreements, legal and statutory writings with all intending Purchasers for marketing, leasing, licensing or sale, to receive and appropriate proceeds and give receipts and hand over ownership, possession, use or occupation of the Units;
- (vi) enter into agreements, conveyance deeds, allotment agreements, builder buyer agreements, allotment letters, transfer deeds, sale deeds, lease deeds, license agreements, and the like, with the Purchasers for itself and for and on behalf of the Land Owners with respect to the Project (except for Land Owners Area Share), on such terms and conditions as deemed fit by the Developer and present the same for registration for itself, and for and on behalf of the Land Owners with all intending Purchasers, and on such marketing, leasing, licensing or sale, to receive, retain and appropriate the full and complete proceeds from the sale, transfer, conveyance, lease, license, revenue share, monetization and like and give receipts upon receipt of the same to receive and appropriate proceeds and give receipts and hand over ownership, possession, use or occupation of the Units;
- (vii) make payment and/ or receive the refund of all deposits to and from all public or governmental authorities or public or private utilities relating to the development of the Project paid by the Developer, in the manner the Developer may deem fit;
- (viii) to undertake the construction of the over the plots forming part of the Developer Area Share;
- (ix) surrender any portion of the Land (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; (It is agreed between Parties that if any portion of the Land is surrendered under the Applicable Law to to any governmental authority, then in such an event the Land Owner Area Share and the Developer Area Share shall be calculated after reducing the surrendered area)
- (x) create security/ mortgage/ encumbrance/ charge/ lien on the Land, the Project, the Development Rights, the Project FSI (except for the Land Owner Area Share) and to execute and present for registration as deemed fit by the Developer, all documents including but not limited to mortgage deeds, memorandum of entry, declaration, guarantees, hypothecation deeds, loan agreements, debenture trust deed, debenture subscription agreements, trust deed, pledge, no objection certificates, declaration, affidavits, powers of attorney, etc and the like, for itself and for and on behalf of the Land Owners as may be required to record or create such security/ mortgage/ encumbrance/ charge/ lien, and, or, to call upon the Land Owners to execute all documents including but not limited to mortgage deeds, memorandum of entry, declaration, guarantees, hypothecation deeds, loan agreements, debenture trust deed, debenture subscription agreements, trust deed, pledge, no objection certificates, declaration, affidavits, powers of attorney, etc. as may be required to record or create security/ mortgage/ encumbrance/ charge/ lien and the like, and no consent and, or, resolution shall be required from the Land Owners in this regard;
- (xi) take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Laws and this Agreement in the event of default on the part of the Land Owners to do so at the cost and expense of the Land Owners;

For SPITI TOWNSHIP LLP

Authorised Signatory

For Chloris Real Estate Limited

Ashish D
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

Director 5

- (xii) generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement and all acts, deeds and things that may be required for the planning, designing, development and construction, marketing, sales, launch, conveyance, transfer, lease, license disposal, monetization, operation, management and like of the Land and the Project;
- (xiii) to commercially exploit and monetize the Common Areas in the manner as may be deemed fit by the Developer;
- (xiv) any other rights, entitlements etc. of the Developer as set forth in this Agreement;
- (xv) obtain completion certificate, and, or, occupation certificate in respect of the Project or any part thereof in phases or otherwise as the Developer may deem fit;
- (xvi) exercise all such rights as may be required to be exercised in relation to the construction, development, completion, sale, marketing, leasing and monetization of the Project; and
- (xvii) exercise the sole right to sell, convey, transfer, lease, license, dispose, monetize the Project or its areas (including the Units forming part of the Land Owners Area Share on the specific request of the Land Owners), in such manner and on terms, as may be deemed appropriate by the Developer, to execute documents in respect of the Land Owner Area Share, for lease, license disposal, monetization of the entire built-up/ carpet/ super area over the Project;

"Developer Approvals" shall have the meaning set forth in the Section 8.1 of this Agreement;

"Developer Area Share" shall have the meaning set forth in the Section 5.2 of this Agreement;

"Dispute" shall have the meaning set forth in the Section 15.2.1 of this Agreement;

"DTCP" means the Director of Town and Country Planning, Haryana;

"EDC" means external development charges;

"Execution Date" means the date of execution of this Agreement;

"Encumbrances" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, claim, security interest, creation of Third Party interests, encumbrance, title defect, title retention agreement, voting trust agreement, interest, litigations, proceedings, disputes, arbitration, stay, injunction, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, transfer, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security;)

"Force Majeure" means any incidences of war, hostility, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, riot, strikes, labour strikes, contractors strikes, slow down, processions, protests, demonstrations, rallies, lock-outs, pandemic, epidemic, or any natural calamities like earthquakes, floods, fire, nuclear disaster, any acts of God, acts of terrorism, or any prohibitory order and/or directions issued by the Court of competent jurisdiction, municipal authority, Central or State Government or any other regulatory authority or governmental authority or existence of any adverse condition which causes an adverse effect or impact on the Project or the Land or the rights and obligations of either Party hereto or any other act or condition whatsoever beyond either Party's reasonable control;

"FSI"/ "FAR" means floor space index/ floor area ratio;

"GPA" means the irrevocable general power of attorney executed simultaneously to these presents by the Land Owner in favour of the Developer substantially in the form at Schedule I ;

For SPITI TOWNSHIP LLP

(Signature)

Authorised Signatory

For Chloris Real Estate Limited

(Signature)
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

(Signature)
Director

"Gross Sales Proceeds" shall mean and include the following in relation to the sale / conveyance/ transfer/ lease/ leave/ license of the spaces in the Project:

- (i) Basic sale price;
- (ii) Lease rent;
- (iii) Leave and license fees;
- (iv) Preferential location charges;
- (v) Power backup charges;
- (vi) Interest on delayed payments received from Purchasers;
- (vii) Charges collected for allotment / allocation of car parking space;
- (viii) Forfeiture amount / earnest money/ cancellation charges;
- (ix) Maintenance Amounts;
- (x) Cheque bounce charges to be collected from Purchasers, if any;
- (xi) Development Charges;
- (xii) External electrification Charges;
- (xiii) Labour Cess;
- (xiv) Pass Through Charges;
- (xv) Possession Related Charges;
- (xvi) Holding charges;
- (xvii) Transfer Charges;
- (xviii) All other amounts, revenue etc. received from the Purchasers/ lessees or prospective Purchasers/ prospective lessees;

"HDRUA Act" means the Haryana Development and Regulation of Urban Areas Act, 1975;

"HDRUA Rules" means the Haryana Development and Regulation of Urban Areas Rules, 1976;

"HRERA" shall mean Haryana Real Estate Regulatory Authority for Gurugram, Haryana;

"LICENSE" and "Housing Policy" shall mean the license issued by DTCP under Government Development Housing Policy for Development of Project on the said land under Deen Dayal Jan Awas Yojana or NILP or any other policy under which the said land is developed.

"IDC" means infrastructure development charges;

"IDW" means infrastructural development works;

"Land" means admeasuring 20.7625 acres comprised in the situated in the revenue estate of village Gopalpur, Sector 99 A, Gurgaon, Haryana and as more particularly described in the Schedule I-A and the layout of which has been set forth in Schedule I-B of this MOU Agreement;

"Law(s) or Applicable Law(s)" means all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any governmental authority or Person acting under the authority of any governmental authority and/ or of any statutory authority in India, whether in effect on the Execution Date or thereafter;

"Maintenance Amounts" means interest free maintenance deposit, sinking fund, advance maintenance, maintenance charges;

"Marketing" (with all its derivatives and grammatical variations) shall mean fixation of price of the Saleable Area and include the strategy adopted by the Parties to market the Saleable Area in the Project.

"Land Owner Area Share" shall have the meaning ascribed to it under Section 5.1.3 of this Agreement;

"NOC(s)" means a no-objection certificate;

For Chloris Real Estate Limited

Ashish Datta
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

[Signature]
Director

For SPITI TOWNSHIP LLP

Authorised Signatory

"Project Architect" shall have the meaning set forth in the Section 4.5 of this Agreement;

"Operating Income Surplus/ Deficit" means the surplus/deficit calculated on amounts collected on account of Common Area Maintenance charges, real estate management expenses, parking charges collected from the users of the car parking spaces and income from the signages/ advertisements/ kiosks/events in the Project, after deducting all the expenses and costs in relation to the same;

"Pass Through Charges" shall refer to all statutory charges, fees, and expenses, which would be collected/ recovered from the Purchasers in relation to the saleable area in the Project for onward transfer/ deposit to the concerned governmental authority, and such other similar statutory charges, administrative charges, GST, any other present and future taxes levied by any government authority, stamp duty, registration charges, interest charges, penal interest on delayed payment by customers;

"Person(s)" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, governmental authority or trust or any other entity or organization;

"Project" means the conceptualisation, execution, implementation, construction, development of any DDJAY or NILP license over the Land and the Project FSI shall be and remain integral part of the Development Rights conveyed and transferred to the Developer;

["Project FSI" means a FSI of the project license received. for the construction and development of the Project;]

"Possession Related Charges" means and includes all charges which are relatable to services provided at the time of handing over possession including but not limiting to documentation charges, meter charges, and administrative charges etc. including electric meter charges, and administrative charges collected by the Developer from the Purchasers at the time of possession of the Units;

"Purchasers" shall mean and include any allottee, developer, buyer, purchaser, transferee, lessee, tenant, licensee, occupant including a purchaser in default, assignor, transferor, applicant, whether an individual, corporate or otherwise, for any premises or a part of the Project;

"RERA" shall refer to the Real Estate (Regulation and Development) Act, 2016, and the Haryana Real Estate (Regulation and Development) Act, 2017 framed there under, as amended from time to time and other rules, regulations as framed by Haryana Real Estate Regulatory Authority for Gurugram, Haryana;

"Saleable Area" means the development including units/plots/apartments/ shops, Sco etc and other saleable areas including common facilities developed in the Project for sale as per Housing Policy or other relevant License received to the prospective buyers, prospective lessess and other third parites;

"Sales Revenue" shall mean the amount equal to Gross Sales Proceeds minus Pass Through Charges, Possession Related Charges and Maintenance Amounts;

"Security Deposit" shall have the meaning set forth in the Section 5.1.1 of this Agreement;

"Third Party" means any Person that is not a signatory to this Agreement;

"Unit(s)" shall mean and refer to plots in the Project as may be developed in the Project; and

"Unit Agreement(s)" shall have the meaning ascribed to such term in Section 6.7 of this Agreement.

1.1. Interpretation.

In this Agreement (including the recitals), unless the context requires otherwise,

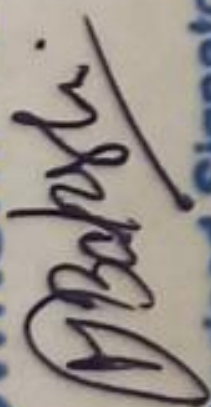
1.1.1. heading and bold typeface are only for convenience and will be ignored for the purpose of interpretation;

For Chloris Real Estate Limited
Ashish Datta
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.
Director
8

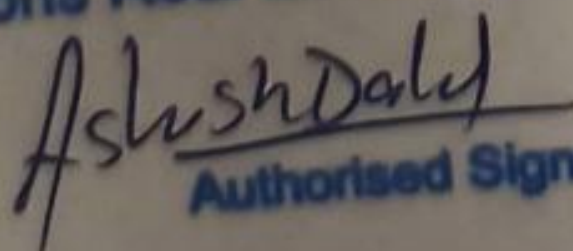
- 1.1.2. any reference to any statute or statutory provision shall include:
(i) all subordinate legislations made from time to time under the statute or statutory provision (whether or not amended, modified, re-enacted or consolidated)
(ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this agreement) except to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this agreement and (to the extent liability thereunder may exist or can rise) 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 replace;
- 1.1.3. a reference in this Agreement to a document (including this Agreement) is a reference to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- 1.1.4. a section or paragraph or Schedule is a reference to a section or paragraph in or schedule to this Agreement;
- 1.1.5. the Recitals and Schedules annexed hereto will constitute an integral part of this Agreement;
- 1.1.6. words using the singular or plural also include the plural or singular, respectively;
- 1.1.7. words of any gender are deemed to include other genders;
- 1.1.8. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified clauses of this Agreement, as the case may be;
- 1.1.9. usage of the words "will" and "shall" shall be construed to have been used interchangeably and have the same meaning and effect;
- 1.1.10. reference to any of the words "include", "including", "for example", "such as", is not used as, nor it is to be interpreted as, a word of limitation and when introducing an example, does not limit the meaning of the word to which the example relates, to that example or examples of a similar kind;
- 1.1.11. time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time will also be of the essence;
- 1.1.12. if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- 1.1.13. if any provision in the Recitals or Clause 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- 1.1.14. a day is to be interpreted as the period of time commencing at midnight and ending 24 (twenty-four) hours later;
- 1.1.15. if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day;
- 1.1.16. this Agreement has been negotiated and reviewed by the Parties and their respective counsel and professional advisors. Accordingly, in interpreting this Agreement, no regard will be had to which Party or its counsel drafted any provision being interpreted;
- 1.1.17. any references to the phrases (i) "development "; or (ii) "development, marketing and sale"; or (iii) "develop " in this Agreement shall mean development, c, marketing, promotion, booking, allotment, sale, lease, license, launch, advertising, disposal, transfer, execution, completion, monetization, and full implementation of the Project and the Land in all aspects;

For SPITI TOWNSHIP LLP



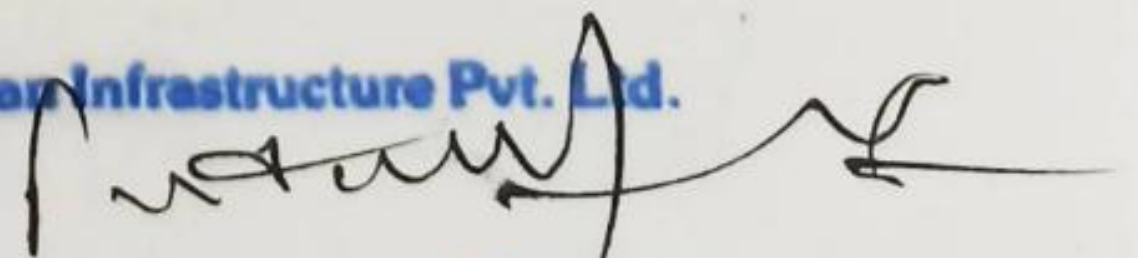
Authorised Signatory

For Chloris Real Estate Limited



Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.



Director

9

1.1.18. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

1.1.19. any references, express or implied, to laws, regulations, statutes or statutory provisions will be construed as references to those laws, regulations, statutes or provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and will include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, notifications, circulars, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision or law or regulation. References to sections of consolidating legislation will wherever necessary or appropriate in the context be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared; and

1.1.20. reference to anything including any amount is a reference to the whole and each part of it.

2 DEVELOPMENT RIGHTS.

2.1 Except for the rights and interest already vested in the Company, Land Owners have absolute right, title and interest over the Said Land, free from all claim(s), charge(s), lien(s), adjustment(s), liability(s), litigation(s) or encumbrances of any kind over the Said Land and the Said Land is eligible for development under the relevant laws of the State of Haryana.

2.2 On and from effective Date and subject to compliance of the terms of this Agreement, Development Rights shall vest in favor of the Developer to develop the Said Land, and Developer accepts from Land Owners and Company, the Development Rights to undertake the conceptualization, execution, implementation, development and construction of the Project over the Said Land.

2.3 The Land Owners hereby irrevocably sell, transfer, grant, convey and assign to the Developer, and the Developer hereby acquire from the Land Owners, the exclusive Development Rights, along with rights, benefits, interests, easements, titles, privileges and appurtenant thereto, free from any and all Encumbrances, right to plan, design, develop, market, sale, launch, convey, transfer, lease, license, disposal, monetization, operation, management and like of the Project in the manner as may be deemed fit by the Developer, as per the terms of this Agreement.

2.4 The Parties agree that hereinafter the Development Rights, the Project shall irrevocably and exclusively vest with the Developer, and the Developer shall have the irrevocable rights to deal with the same. The Land Owners hereby agree and undertake not to disturb, interfere with or interrupt the development activities to be carried out by the Developer on the Land and/or commit any act or omission that may result in stoppage or delay or any hindrance of, or are detrimental to, jeopardizes the development to be undertaken by the Developer or any of the Development Rights of the Developer.

2.5 The Land Owners hereby agrees, undertakes and confirms that on and from the Execution Date, the Land Owners have handed over the vacant, peaceful, physical and exclusive possession of the Land to the Developer. The Developer shall have exclusive possession of the Land and shall be absolutely entitled to continue with it directly or through its affiliates, associates, nominees, agents, architects, consultants, representatives, contractors, and/ or assigns.

2.6 The Land Owners simultaneously with the execution of this Agreement is executing and registering in favour of the Developer, the GPA in the form provided for in the **Schedule II** to do all acts, deeds, matter and things for the exercise of Development Rights and its other rights under this Agreement. The Land Owners shall not do any act or deed that may in any manner prejudice or affect the powers/ authorities vested in the Developer pursuant to the terms thereof. The Land Owners do hereby acknowledge that the GPA is granted for consideration, the receipt and sufficiency of which is acknowledged hereby and to this intent and purpose is irrevocable and shall be governed by the provisions of Section 202 of the India Contract Act, 1872. The Land Owners hereby confirms that there is no requirement of any consent/ reference to the Land Owners, for exercising the power and rights granted to the Developer under this Agreement and the GPA. The actions and deeds of the Developer pursuant to this Agreement and GPA

For SPITI TOWNSHIP LLP

Authorised Signatory

For Chloris Real Estate Limited

Ashish Dahiya
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

Director

shall be valid and binding on the Land Owners without any requirement of any ratification of the same by the Land Owners. The Developer shall be entitled to delegate any or all of the powers and authorities under the GPA and this Agreement to any of its affiliates, assignee, nominee, employees or representatives. The Land Owners agree and acknowledge that they do not have any right to assign, cancel, revoke or modify the GPA.

- 2.7 The cost of the construction and development of the Project shall be done by the Developer and the costs will be borne by the developer and land owner's in proportion of their respective lands applied for license and be met from the project financing to be obtained in accordance with the Section 7 of this Agreement.

3 DEVELOPMENT LICENSE

The Developer shall apply for Deen Dayal Jan Awas Yojana license /NILP for affordable plotted colony over the said land in full or in parts as deem fit by the developer including its own land or third party other(s) land. The Developer is free to add more land for extension of license and any other fresh license by including but not limited to part(s) of the land owner(s) land in full or in part as may be decided by the Developer.

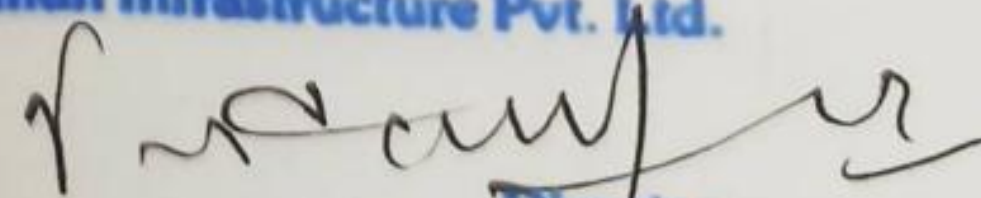
4 CONSENTS AND APPROVALS

- 4.1 The Developer shall apply for license/ permission/ approvals as set out in the Section 3 of this Agreement, the Developer shall apply and obtain all the necessary Approvals as may be required by the Developer for commencing the construction and development of the Project, at the cost and expense of the Developer and Land Owners in proportion to their respective lands applied for license. The Developer shall be absolutely entitled to prepare and submit applications for obtaining all the necessary Approvals.
- 4.2 The Developer shall have the right to carry out the construction on the Plots forming part of the Developer Area Share. The Land Owner and the Developer hereby agree any construction over the Plots forming part of the Land Owner Area Share and the Developer Area Share shall be undertaken by the Land Owner and the Developer Area Share or by the respective Purchasers of Plots in the Project, only in accordance with the schematic design and layout provided by the Developer.
- 4.3 The Land Owners shall extend all cooperation and do all such acts and deeds, that may be required by the Developer to give effect to the provisions of this Agreement, including, providing all such assistance to the Developer, as may be required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby. The Land Owner further agrees and acknowledges that the conceptualization, master planning, architecture, design, zoning, layout plan and the building plan for the entire Project shall be done by the Developer in the sole and absolute discretion of the Developer without any recourse to or interference from the Land Owner.
- 4.4 In the event of any sale of the area forming part of the Developer Area Share in the Project, the EDC, and, or, the IDC collected from the Purchasers for the area forming part of the Developer Area Share shall be retained by the Developer, and as regards the area for the area forming part of the Land Owner Area Share, the Land Owner shall retain the same. Any interest charged from Purchaser on the Development Charges shall be kept with the Developer Exclusively and the Land owner as agreed not to ask for the same.
- 4.5 In the event of any interest charged is required to be paid to DTCP on the Development Charges, then the same shall be borne and paid by the Land Owner and the Developer in the ratio of the Land Owner Area Shares and the Developer Area Share respectively.
- 4.6 In the event, the Land Owner receives any refund of any amounts paid by the Developer to any Person/ governmental authorities in relation to the Project, the Land and the Approval, then such amounts shall be paid by the Land Owner to the Developer within a period of 7 (seven) days from the receipt of such amounts. In the event of any delay in the payment of such amount, the Land Owner shall pay such amounts with interest calculated at 24% (twelve percent) compounded per annum.

For Chloris Real Estate Limited

Ashish Dole
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.


Director

5 AREA SHARE

5.1 In consideration of irrevocable sale, transfer, grant, conveyance and assignment to the Developer, the exclusive Development Rights, together with all the rights, benefits, entitlements interests, easements, titles, privileges and appurtenant thereto and other rights under this Agreement, free from any and all Encumbrances and for securing the performance of all the obligations of the Land Owner under this Agreement, the Land Owner shall be paid the following:

5.1.1 The Land Owner-1 shall be entitled to the 50% share of the FAR to the extent of the applicable Land owner-1's land share in the project sanctioned by the DTCP as per the layout, and forming part of the Project ("**Land Owner Area Share**").i.e. For every 1 acre of land owner's land part of licensed area, 50% FAR over the Land owners land part of the license given by DTCP over the said land owner-1's area forming part of the license will be Land owner's share in the project minus marketing charges for sale.

The Land Owner-2 shall be entitled to the share of the FAR to the extent of the applicable Land owner-2's land share in the project sanctioned by the DTCP as per the layout, and forming part of the Project ("**Land Owner Area Share**").i.e. For every 1 acre of land owner's land part of licensed area, the FAR over the Land owners land part of the license given by DTCP over the said land owner-2's area forming part of the license will be Land owner-2's share in the project minus marketing charges for sale and share the residential plotted units of the Project land as mutually agreed. The land owners shall have NO share in the Developer's or any other third party(s) land share FAR in the project land or extension of license.

5.1.2 The parties confirm that the consideration as mentioned herein is adequate for the rights being provided to either party and the parties shall never challenge the adequacy of the consideration any time in future. It is clearly understood that only the FAR allowed on the land owners share (land owner share of land in total license) of said land shall be shared.

5.1.3 The Developer/Associate Company is free to include other land in the project and apply as a single amalgamated license without prior approval of the owner. In case extra land is included with the said lands, the Developer allocation will increase with respect to the FAR of the extra land and the share of the owner shall not increase in any manner and shall remain fixed at all times limited to the land owners land share in the license as mentioned herein above. It is clearly understood by both Parties that the building/plots development may or may not come up on the said land as the design of the project is one consolidated masterplan.

5.2 In exclusion of the Land Owner's Share of the Land owners said land included in the license, the Developer shall be entitled to the balance area in the Project ("**Developer Area Share**").

5.3 The Developer shall also be entitled to the actual brokerage and 5% (five percent) marketing charges for the sale and other form of disposal of Units forming part of the Land Owner Area Share.

6 SALES AND MARKETING RIGHTS

6.1 The Project shall be named as may be decided by the Developer.

6.2 The Project shall be launched and marketed by the Developer exclusively. The Land Owner agrees that the Developer shall be entitled to use and erect sign board(s) on the Land for advertising the Project and to publish advertisements in the newspaper(s), magazine(s), website(s) and such other media seeking prospective Purchaser/s and otherwise market the Project in any manner whatsoever. The design of all marketing and selling materials will be at the discretion of the Developer. The layout of the components of the advertisement/ marketing materials etc. shall be in such formats as may be decided by the Developer. The Developer may, at its sole option, market the Project in phases or otherwise as determined by the Developer.

For SPITI TOWNSHIP LLP
Authorized Signatory

For Chloris Real Estate Limited
Authorized Signatory

Umaraman Infrastructure Pvt. Ltd.
Director

- 6.3 The Developer shall have the sole right to sell, convey, transfer, lease, license, dispose, monetize the Project or its areas including the Units, in such manner and on terms, as may be deemed appropriate by the Developer (except for the units forming part of the Land Owner Area Share which Units shall be sold by the Land Owner only in accordance with the Section 6.4 and 6.5 below).
- 6.4 On specific request of the Land Owner, the Developer shall market/sell the Land Owner Area Share and in such a case the Developer shall be entitled to execute documents for such allotment, sale, conveyance, transfer, lease, license disposal, monetization of all the Units in the Project and to receive all amounts including the amounts towards the sale consideration/ allotment money/ advance consideration etc.
- 6.5 The pricing for the sale/ lease of the Units in the Project shall be decided by the Land Owner.
- 6.6 The Land Owner hereby agrees and undertakes that the Land Owner shall have no rights to allot, sell, convey, transfer, lease, license, dispose, encumber, create any third party rights and monetize the Land Owner Area Share till the expiry of 1 (one) month from the date receipt of the completion certificate for the Project . If at any time, the Land Owner desires to allot, sell, convey, transfer, lease, license, dispose and monetize any area forming part of the Land Owner Area Share, then such allotment, sale, conveyance, transfer, lease, license, disposal, encumbrance, creation of third party rights, and monetization shall be done only through the Developer, and the Developer shall be paid (i) actual brokerage fee; and (ii) 5% (five percent) of the Sale Revenue as the marketing expenses of the units sold on behalf of the Land Owner. Such amounts shall be paid to the Developer from the sale consideration.
- 6.7 The Parties hereby agree, undertake and acknowledge that, (i) all agreements, maintenance agreement, conveyance deeds, allotment agreements, builder buyer agreements, allotment letters, transfer deeds, sale deeds, lease deeds, license agreements, letters, documents, writing deeds and like for allotment, sale, conveyance, transfer, lease, license disposal, monetization of Unit or any other space/ area in the Project and (ii) any other agreement or memorandum of understanding or letter of intent for sale, booking of any Unit or any other space/ area in the Project; and (iii) any other agreement or memorandum of understanding or letter of intent or letter or form to accept or receive any request for booking or allotment of sale/ lease/ license of any Unit or any other space/ area in the Land; and (iv) any power of attorney or indemnity bond or undertakings or other agreements which are ancillary to the agreements contemplated above (hereinafter collectively the "Unit Agreements"), shall be prepared by the Developer. The format of standard Agreements/deeds/documents etc. shall be finalized by the Developer and be binding on the Land Owner.
- 6.8 Without prejudice to the GPA, the Land Owner shall provide all representations and warranties and other assistance and assurances and execute any further agreement as may be required by the Developer in connection with the proper execution and registration of the Unit Agreements for transferring, selling, leasing, disposal and monetization of the Units in the Project.

7 PROJECT FINANCE

The Land Owner hereby agrees, undertakes and acknowledges that the Developer shall be entitled to create mortgage and, or, charge and, or, hypothecation, security, and, or, Encumbrance over the Developer Area Share, the Development Rights, FSI/ FAR, saleable/ leasable area, undivided share in the Land, charge over the receivables The Land Owner further agrees and acknowledges that the Developer has the irrevocable right to execute and register all the documents, agreements, letters, undertakings, writings, letters, declaration, etc. and the like on behalf of the Land Owner, without requirement of any reference to or consent of the Land Owner for any such lending/ financing or mortgages/ charges/ Encumbrance. If requested by the Developer, the Land Owner shall execute and register all the documents, agreements, letters, undertakings, writings, letters, declaration, etc. and the like that may be required by the Developer for any such lending/ financing or mortgages/ charges/ Encumbrance.

8 DEVELOPMENT TIMELINES

For Chloris Real Estate Limited

Ashish Datta
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

Director
Director 13

8.1 The total timeline envisaged for the filing of the completion certificate of the development of the Project is 60 (sixty) months from the date of commencement of the development of the Project, with a grace period of 6 (six) months. The development of the Project shall commence within 3 (three) months from grant of all the Approvals for construction of the Project. The time period set forth in this Section shall stand extended for the period during which any Force Majeure event subsists..

8.2 In the event the Developer fails to give possession of Units to the Purchasers in the Project in accordance with the timelines specified under the Unit Agreements executed with such Purchaser due to the reasons solely attributable to the Developer, then the delayed interest and penalty, if any, payable to any person who has purchased the Unit in the Project shall be the sole responsibility of Developer.

9 COVENANTS, UNDERTAKINGS AND OBLIGATIONS OF THE LAND OWNERS

9.1 The Land Owner shall, at its own cost and expense, settle all disputes, claims, demands, suits, complaints, litigation, etc., in respect of title of the Land, the Development Rights or any of the representations, warranties or covenant of the Land Owner, which may be raised, filed or created by any Purchaser, person, occupants, tenants or society etc., to ensure that the development of the Project on the Land by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner.

9.2 Notwithstanding anything contained herein, the Land Owner shall not: (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any Third Party for the sale/ transfer leasing, disposal or alienation of the Land, the Project, the Project FSI, and the Development Rights in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer/ lease, disposal or alienation of the Project, the Project FSI, the Land, the Development Rights or any rights or entitlements, in any manner whatsoever with any other person; (iii) negotiate or discuss with any Third Party the financing, transfer, mortgage of the Land, the Project, the Project FSI, and the Development Rights; and (iv) disclose any information pertaining to this Agreement or the Land, the Project, the Project FSI and the Development Rights to any other person.

9.3 The Land Owner and the . hereby agrees that no other person, acting under or through him, 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, and, or, (ii) whereby the sale, transfer, conveyance, grant and assignment of the Development Rights or the rights of the Developer in respect of the Project and the Land and the Development Rights are prejudicially affected. The land owners shall ensure that during the subsistence of this Agreement, no Person, acting under/through it or acting under/through Land Owners, does any act of commission or omission that interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer, or, (ii) whereby grant of Development Right or rights of Developer in respect of the Said Land are prejudicially affected. In the performance of its duties and the exercise of its rights, powers and authorities under this Agreement, the Land Owner shall act in the best interests of the Developer and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.

9.4 The Land Owner undertakes to notify the other in writing, promptly, if it becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by either of them herein, to become untrue or inaccurate or misleading, at any point of time.

9.5 The Land Owner shall not do or have any right to do any act or deed which may or tend to have the effect of interrupting the progress or completion of the development and construction of the Project on the Land or which either renders the Developer incapable of performing its obligations under this Agreement and, or, exercise its rights under the Agreement or increases the burden of the Developer in performing its obligations under this Agreement, or which affects the Approvals and/or the Land, the Project and the Development Rights.

9.6 All of the development and constructions on the Land (except for the area forming part of the Land Owner Area Share) shall be owned by the Developer and shall vest absolutely in favour of the Developer without any further requirements of any actions, transfer or conveyance from the Land Owner and the Developer

For Chloris Real Estate Limited

Ashish Datta
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

[Signature]
Director

shall be free to sell, transfer, monetize, alienate, encumber the same in any manner as may be deemed fit by the Developer.

- 9.7 All taxes, duties, cess, levies etc. levied by or payable to any governmental authority or any municipal or other authority relating to the Land, the Project, the Project FSI and the Development Rights for the period prior to the date of obtaining all the Approvals as set out in the Section 3.1 above, shall be the sole liability of the Land Owner and the Land Owner shall keep the Developer fully indemnified in relation to the same.
- 9.8 The Land Owner recognizes that the Developer shall be investing substantial money and incurring substantial expenditure in connection with the construction of the Project, and the Land Owner hereby agrees that it shall not restrain, object to or do any act which hinders the Developer from carrying out the construction of the Project in any manner whatsoever.
- 9.9 The parties undertake and confirm that any bankruptcy, liquidation, and/or insolvency proceedings or event leading to the same shall in manner affect the rights and entitlements of the other Parties to this agreement.
- 9.10 Without prejudice to the Developer's right to seek indemnification pursuant to Section 14 hereto, The Land Owner undertakes to settle any claim received from any Third Party disputing the title of the Land, the Project FSI and the Development Rights or any part thereof at their own cost and expense and without disrupting and/or stalling all or any development of the Project.
- 9.11 On and from the date of execution of this Agreement, the original title documents which are the only title deeds pertaining to the Land (as set out under Schedule I of this Agreement) and Approvals shall be handed over to the Developer.
- 9.12 The Land Owner hereby agree, undertake and confirm to the Developer that there shall not be any changes/ revisions/ deviations on the approved plans or any Approvals, without the prior written consent of the Developer.
- 9.13 It being expressly agreed that in the event the Land Owner and, or, fails to take effective steps with respect to any of the Land Owner obligations, including with regard to obtaining the Approvals and, or, any renewal/ extension in respect of the same, then notwithstanding any other right or remedy available to the Developer under this Agreement or Applicable Law, the Developer shall be entitled to take necessary steps for undertaking the Land Owner 's obligations at the Land Owner 's cost and expenses.
- 9.14 The Land Owner shall not seek to separately market or brand the Project.
- 9.15 All communications received from the governmental authorities in relation to the Land/the Project, shall be shared by the Land Owner with the Developer within 2(two) Business Days of receiving the same.
- 9.16 The Land Owner shall not take any steps, deeds or actions with respect to the Land and shall not make applications for any sanctions/ lay-out plans to any governmental authorities or enter into any understanding, arrangement or agreement with any Third Party for raising any construction or development on the Land in any manner whatsoever. The Land Owner further undertakes that the Land Owner shall not do any act, deed or steps on the Land or otherwise which may: (i) impact, obstruct, affect or jeopardize, in any manner whatsoever, the usage, entitlements, privileges, occupation, benefits, rights (including rights of passage, easement rights etc.) of the Developer in the Land or the physical and peaceful possession of the Land with the Developer and other rights and entitlements and titles of the Developer as set forth in this Agreement; and, or, (ii) diminish the value of the Land in any manner whatsoever.

For Chloris Real Estate Limited

Ashish Kumar
Authorised Signatory

Unnaraman Infrastructure Pvt. Ltd.

[Signature]
Director

- 9.17 The Land Owner hereby undertake to carry out and comply with all the conditions contained in the Developer Approvals (as Co-Promoter) as may be obtained from time to time including under the Real Estate Regulation and Development Act, 2016 and rules framed thereunder as applicable to the Land Owner.
- 9.18 The Land Owner shall comply and ensure compliance with all terms and conditions of the License, renewals and other Approvals, if obtained or to be obtained from time to time, so as to ensure smooth completion of the Project
- 9.19 The Land Owner agrees that the Developer shall solely and exclusively entitled to open the Escrow Account/Project Account for the Project and/or pertaining to the Said Land or additional land and shall be solely and exclusively entitled to enter into and execute the escrow agreement for the establishment of such escrow accounts and the Land owner shall not have any right(a) to open any bank account pertaining to the Said Land or Project, and (a) to enter into or execute any escrow agreement for the Project or pertaining to the Said Land.
- 9.20 The Land Owners agree to pay the Developer their share of costs/fees/monies charges/developmental costs for the project in proportion to their land applied for the project within seven days from the time demand is raised by the Developer failing which the Developer shall be entitled to collect/deduct the same from the Land owner's share in the project including penal interest as levied by the Developer.

10 COVENANTS, UNDERTAKINGS AND OBLIGATIONS OF THE DEVELOPER

- 10.1 Subject to the: (i) due compliance of all the terms and condition of this Agreement by the Land Owner ; (ii) there being no breach if any representation, warranties, covenants, undertaking and acknowledgment by the Land Owner of this Agreement: (iii) receipt of the license/ approvals/ permission as set out in the Section 3 above, (iv) there being no force majeure event happened or subsisting; (v) there being no order from the court/ governmental authority restricting the Developer to undertake/ comply with the terms set out in this Agreement and this section, the Developer hereby agrees for the following:
- 10.2 The Developer shall be responsible to commence and complete all development work on the Land in accordance with the plans and specifications as sanctioned by the concerned planning authorities and other concerned authorities, from time to time. It is further clarified that any fees relating approvals such as license fees etc. incurred due to delay in the development for any reason solely attributable to the Developer shall be borne by the Developer.
- 10.3 The Developer shall appoint, employ or engage contractors, architects, or other persons to carry out the development, marketing, and other related activities with respect to the Project.
- 10.4 The Land Owner and the Developer, post completion of the Project, shall jointly manage themselves or through their nominated agency to maintain the Project and the Common Areas and facilities constructed therein or appoint a maintenance agency The Land Owner and The Developer and/ or maintenance agency shall have the right to levy, collect, retain and appropriate the maintenance charges or charges of similar nature collected from customers/ users/ customer/ occupants.
- 10.5 The Developer undertakes to make payment and, or receive refund of all deposits, or other charges to and from all public or governmental authorities or public or private utilities relating to development of the Land or the Project, paid or to be paid by the Developer in the manner that it may deem fit.

For SPITI TOWNSHIP LLP

[Signature]

Authorised Signatory

For Chloris Real Estate Limited

[Signature]
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

[Signature]
Director

- 10.6 The Developer further agrees and undertakes to make applications to the concerned governmental authorities in respect of the Developer Approvals required for the Project and for the Common Areas and facilities for the proposed buildings to be constructed on the Land.
- 10.7 The Developer shall deal with, appear before and file applications, declarations, certificates and submit and receive information as may be required under Applicable Law, before any Governmental Authority in relation to the Project.
- 10.8 The Developer undertakes to carry out and comply with all the conditions contained in the Developer Approvals as may be obtained from time to time including under the Real Estate Regulation and Development Act, 2016 and the rules framed thereunder.
- 10.9 The Developer shall be entitled to add adjoining/additional lands to the Land for the purpose of development of plotted residential/commercial colony or any other permissible development as a consolidated project, with the Project. The Land Owners shall not be entitled to raise any objection to the same, and no consideration of any nature whatsoever shall be payable to the Land Owners in relation to the same. The Developer shall be entitled to connect the services of the adjoining/additional land to the services of the Project.

11 REPRESENTATIONS AND WARRANTIES

- 11.1 Each of the Parties hereby represents and warrants to the other Party that:
- 11.2 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including the GPA, and to perform the transaction contemplated hereunder, and, is duly incorporated or organized with limited liability and existing under the laws of the jurisdiction of its incorporation;
- 11.3 The execution and delivery of this Agreement and the performance of the transaction contemplated herein has been duly authorized by all necessary corporate or other action of the Party;
- 11.4 This Agreement constitutes a legal, valid and binding obligation on the Party, enforceable against it in accordance with its terms; and
- 11.5 The execution, delivery and performance of this Agreement by such Party and the consummation of the transaction contemplated hereunder shall not: (i) violate any provision of its constitutional or governance documents (including their respective memorandum and articles of association); (ii) require such Party to obtain any consent, Approvals or action of, or make any filing with or give any notice to, any governmental authority or any other person pursuant to any instrument, contract or other agreement to which it is a party or by which it is bound, other than any such consent, Approvals, action or filing that has already been duly obtained or made or contemplated to be obtained under the terms of this Agreement; (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 will 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, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses; or (v) result in a violation or breach of or default under any applicable Laws.
- 11.6 The Land Owners jointly and severally hereby represent and warrant to the Developer as follows:

For SPITI TOWNSHIP LLP

[Signature]

Authorised Signatory

For Chloris Real Estate Limited

Ashish Datta
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

[Signature]
Director

- 11.7 The description of the Land as provided for in **Schedule I** of this Agreement is true and correct and not misleading in any respect and corresponds to the description as mentioned in the land and revenue records maintained in the office of the concerned sub-registrar of assurances/ revenue office.
- 11.8 The Land Owner possesses clear, marketable, unfettered, absolute and unrestricted rights, title, ownership and interest in the Land and the Development Rights free from all Encumbrances and are the sole, absolute and exclusive owners of the Land having vacant, peaceful, legal and physical possession thereof and no other person has any right, title, interest, claim or concern of any nature in the Land.
- 11.9 The Land Owner has full power and absolute authority to hand over full, legal, physical, vacant and peaceful possession of the entire Land to the Developer.
- 11.10 The Land Owner has caused the mutation and transfer of the Land in its name in all the necessary land records (including revenue records) with the relevant governmental authorities such that the Land Owner is reflected as the absolute owner of the Land in all the necessary land records of all the relevant governmental authorities. The Developer has entered into this Agreement on the representation of the Land Owner that the (a) Land can be duly licensed for DDJAY and NILP;
- 11.11 The Land Owner has not entered into any agreement or arrangement or power of attorney with any Person or Persons for disposing of or otherwise dealing with the Land or any part thereof, Development Rights, Project FSI or the Land Owner's right, title and interest in the Land in any manner whatsoever and further the Land Owner is not a party to any agreement for any estate contract, option, development, right of pre-emption or similar matter whereby any Third Party has a contractual right or obligation to acquire an estate or develop the Land, the Project, Development Rights and Project FSI, and there are no surviving rights, claims, demand, dues, entitlements or obligations of any nature whatsoever pertaining to the Land.
- 11.12 There are no circumstances which exist that would restrict or terminate the continued occupation, use and enjoyment of the Land by the Developer. There are no acts or omissions on the part of the Land Owner including without limitation: (a) any non-payment or delayed payment of any statutory dues; and (b) any modification in the usage of the Land and, or, any act or omission which in any manner interferes with or otherwise adversely affects or may affect the rights of the Developer to use, own and occupy the Land.
- 11.13 The Land is contiguous land and there are no impediments with regard to the development and construction on the same. No means of access to the Land is subject to rights of determination or requires payment to any Third Party.
- 11.14 The Land has not been acquired in violation of any Applicable Laws, including, without limitation, laws in relation to urban land ceiling.
- 11.15 No notice for acquisition has been issued in respect of any portion of the land nor has any portion of the Land been acquired under the Land Acquisition Act, 1894 or the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or any other Applicable Laws. The Land Owner further represents and assures to the Developer that the Land Owner has not received any compensation in respect of the Land from any governmental authorities or other Third Party and have not delivered or agreed to deliver possession of the Land to such governmental authority or Third Party.

For SPITI TOWNSHIP LLP

Babli

Authorised Signatory

For Chloris Real Estate Limited
Ashish Dole
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.
[Signature]
Director

- 11.16 The Land is neither the subject matter of any hindu undivided family nor does it belong to a joint hindu family and no part of the Land is owned by any minor and/ or no minor has any right, title, interest and claim or concern of any nature whatsoever on the Land.
- 11.17 The Land Owner has all the approvals required and necessary for the Land Owner to hold a valid and legal title to the Land, without any Encumbrances. Further, the Land Owner has fully performed and complied and will continue to comply with each approval, obligation, condition, restriction, agreement and administrative requirement affecting the Land, its ownership, occupation, possession or use, which is required to be performed by or complied with by the Land Owner.
- 11.18 Compliance is being made and has at all times been made with all Applicable Laws, conditions, restrictions and requirements with respect to the Land, its ownership, occupation, possession, use and there is no outstanding, unobserved or unperformed obligation with respect to the Land necessary to comply with the requirements (whether formal or informal) of any governmental authority exercising statutory or delegated powers in relation to the Land.
- 11.19 Simultaneously with the execution of this Agreement, the Land Owner shall be left with no right, interest or title in the Development Rights on the Land.
- 11.20 The Land Owner has no tax recovery dues under any law for the time being in force and has obtained the permission of the assessing office of the Income Tax Department under the Section 281 of the Income Tax Act, 1961, in connection with the transfer, sale, assignment, grant and conveyance of the Development Rights, the Land and the Project FSI and such permission does not impose any adverse conditions/ obligations on the Parties.
- 11.21 No NOCs are required from any existing lenders and, or, any Third Party with respect to this Agreement or the transaction contemplated herein.
- 11.22 There is no prohibition on carrying out construction/ development on any part of the Land.
- 11.23 No overhead or over ground or underground electricity or power transmission towers or cables exist on the Land.
- 11.24 There are no drains, sewers, cables, water pipes, gas pipes, pipelines, storage tanks passing through, beneath or over the Land. The Land has not been affected by any landfill, gas or other contaminants nor has there been deposited, used, disposed of, generated, stored, transported, dumped, released, burned or emitted on, in, under or from the Land any hazardous substances.
- 11.25 There are no pending or threatened litigation(s) including any appellate proceedings, arbitrations, suits, proceedings, disputes, lis-pendens, attachment, claims, demands, notices of acquisition or requisition, reservations, prohibitory orders, notices, legal, quasi-legal, administrative, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature whatsoever or any orders/ directions, notices, letters or any other communications of any nature whatsoever from any governmental authority(ies) or any other Person concerning or relating to or pertaining to or involving the Land or against the Land Owner which may affect the Project, the Development Rights or any other rights of the Developer contained in this Agreement, in any manner whatsoever. In the event it is later found that the Land and, or, the Development Rights are under any dispute of any nature whatsoever, the Land Owner undertakes to keep and hold the Developer indemnified and harmless from all losses, damages, costs and expenses suffered and, or, incurred by the Developer.

For SPITI TOWNSHIP LLP
[Signature]
Authorised Signatory

For Chloris Real Estate Limited
Ashish Dale
Authorised Signatory

Umareman Infrastructure Pvt. Ltd.
[Signature]
Director 19

11.26 All taxes (including property taxes, corporation and non-agricultural taxes), rates, charges, rents, demands, claims, revenue, cesses, penalties and all other dues including any infrastructure charges, under any applicable Laws and outstanding towards any governmental authority and, or, any other entity in respect of the Land have been paid in full. Notwithstanding anything contained herein, in the event any taxes, charges, rents, demands, claims, revenue, cesses, penalties or any other amounts payable towards any governmental authority and, or, any other entity in respect of the Land for a period prior to the date of obtaining the approvals as set out in the Section 3.1 above, are found to be due, the same shall be the sole responsibility of the Land Owner irrespective of when the bill or notice for such payment has been issued or received and the Land Owner L undertakes to keep and hold the Developer indemnified and harmless from all losses, damages, costs and expenses suffered and, or, incurred by the Developer.

11.27 There are no monuments, restrictions from Archeological Survey of India or National Conservation Zone, no tube well pits, wells on the Land or any part thereof passing through the Land.

11.28 All information in relation to the transaction contemplated herein for the purposes of entering into this Agreement, and consummating the transaction contemplated herein has been made available and disclosed to the Developer and continues to be, true, complete and accurate in all respects and not misleading in any manner.

11.29 Each of the representations and warranties set forth in this Section shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement or qualified by any actual or constructive knowledge on the part of the Developer or any of its agents, representatives, officers or employees.

12 TAXES

12.1 The Land Owner shall bear and pay and discharge all municipal taxes, rates, cesses and other public dues with respect to the Land in relation to any period up to the date of receipt of the approvals as set out in the Section 3 above. Post the issuance of the approval as set out in the Section 3 above, the taxes shall be borne by the Developer.

12.2 Each Party shall be responsible for its own income tax liability for incomes received and, or, gains arising as a result hereof.

12.3 All taxes in relation to the respective area shares of the Parties shall be borne by the respective Parties. In case GST is applicable in relation to the Development Rights under this Agreement, then such GST shall be borne by the Land Owner. The same shall be payable at the time when it is due as per applicable laws. Any input credit that the Developer may get due to this shall be given as credit to the Land Owner.

13 NO TERMINATION AND IRREVOCABLE TERM

The Parties recognize and acknowledge that the Developer will be investing substantial sum of money and has agreed to enter into this Agreement on the specific understanding that the Land Owner shall not have any right to terminate this Agreement for any reason whatsoever.

14 INDEMNIFICATION

The Land Owner and the developers shall at all times, jointly and severally indemnify the each other Developer Party, its directors and employees, contractors, agents, successors, affiliates ("Indemnified Parties") and keep them indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the Indemnified Parties may bear, incur or suffer, and, or, which may be made, levied or imposed on the Indemnified Parties, and, or, claimed from the Indemnified Parties, due to or by reason or virtue of: (i)

For Chloris Real Estate Limited

Ashishdada
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

[Signature]
Director 20

any of the representations, warranties, declaration, undertaking, assurance and covenants made by the Land Owner being found to be false, untrue and/ or misleading in any manner whatsoever; and, or, (ii) breach of any of the representations, warranties, declaration obligations, covenants and undertakings of the Land Owner as set out under this Agreement; and, or, (iii) any claims with respect to the acts, deeds, omissions of the Land Owner ; and, or, (iv) such Party having suppressed or concealed any information and, or, (v) noncompliance of any of the terms and condition of the Approvals, and, or, the Applicable Laws, and, or, (vi) due to or by reason or virtue of any defect in or want of title in relation to the Project, the Land, the Project FSI and the Development Rights or any part thereof.

Any defect in title/title chain of the Said Land and /or in grant of development rights by Land Owners;
Possession of the Said Land getting disturbed;

Arising out of or which may arise in connection with or as a consequence of any pat dispute or Arbitration award or final court order with respect to the Said Land or with respect to grant of development rights of the Said Land only by Land Owners(s).

15 GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India with courts at Gurgaon, Haryana having the exclusive jurisdiction.

15.2 Dispute Resolution

15.2.1 In the event of any disputes, differences, controversy or claims in connection with this Agreement (including, without limitation: (a) any interpretation or implementation of this Agreement; (b) any contractual rights, obligations, or liabilities, and (b) any issue as to the existence, validity or termination of this Agreement) ("**Dispute**") shall at first instance be amicably settled between the Parties within 30 (thirty) days after a Party has delivered to the other Party a written request for such consultation.

15.2.2 Any Dispute not resolved through joint discussions, within 30 (thirty) days of it having arisen shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration tribunal shall consist of 3 (three) arbitrators ("**Arbitration Tribunal**"), 1 (one) to be appointed by the Land Owners and 1 (one) to be appointed by the Developer. The 2 (two) arbitrators so appointed shall appoint the third arbitrator within 15 (fifteen) days from recommendation. The arbitration shall be held at Gurgaon, Haryana, India. All proceedings in any such arbitration shall be conducted in English. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The award shall be in writing.

16 MISCELLANEOUS

16.1 Principal to Principal Basis

Nothing contained herein shall be construed as constituting the Developer an agent of the Land Owners/ or vice versa, and the relationship between the Parties is strictly on a principal to principal basis and that nothing contained herein shall be construed as constituting any partnership.

16.2 Costs

Each Party shall bear and pay the cost of the project and developmental cost of the project in proportion their respective share of land in the project including fees of legal professional and any other professionals appointed by them respectively. The cost of stamp duty and registration charges if any payable on or in respect of this Agreement shall be borne equally by both the Land Owner and the Developer .

For Chloris Real Estate Limited

Ashish Dahiya
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

[Signature]
Director

16.3 Entire Agreement

It is expressly acknowledged, declared, confirmed, agreed and understood by and between the Parties hereto that this Agreement supersedes all documents/ writings executed or exchanged between the Developer, the Land Owner, and that this Agreement represents the entire agreement and understanding between them regarding the subject matter hereof. Any additions, deletions, amendments, alterations and/or modifications of to any of the terms, conditions, covenants, stipulations and provisions hereof, shall be valid, effective and binding on the Parties hereto, only if the same are recorded in writing and are duly signed and executed by or on behalf of the Parties hereto.

16.4 Confidentiality

- (i) Confidentiality obligation—Subject to Section 16.5 (ii) below, each Party agrees with the others that they will keep confidential and shall not disclose to any third Person any Confidential Information, which it holds or receives.

- (ii) Exceptions:

A Party may disclose Confidential Information:

- (a) to the extent to which it is required to be disclosed pursuant to applicable Law, provided that if any disclosure is required to be made to appropriate regulatory authorities or by valid legal process, the disclosing Party must notify the other Party and a copy of every public announcement must be given to the other Party before any public disclosure is made;
- (b) to the extent to which it is specifically permitted by the other Party in writing;
- (c) to the extent that the Confidential Information is publicly available and not by way of a breach of an obligation to keep such information confidential; and
- (d) to its affiliates, associate, employees, professional advisors, lenders and investors or prospective investors but only to the extent necessary and subject to such affiliates, employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Section.

16.5 Exclusivity

Unless otherwise permitted in writing by the Developer, the Land Owner and that none of their affiliates, employees, agents, representatives, related parties, management, shareholders shall, directly or indirectly, enter into negotiations with, or enter into any transaction, arrangement, understanding or scheme of any nature, with anyone other than the Developer (or their affiliates or permitted assigns) in relation to the transaction contemplated hereunder or for any part of the Land or L

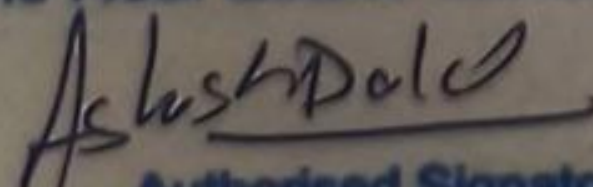
16.6 Counterparts

The original copy of this Agreement shall be retained by the Developer and the Land Owner may keep copies of the same.

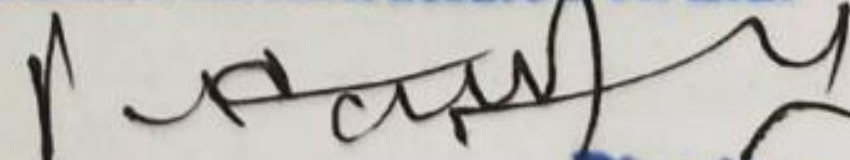
16.7 Notices

All notices under this Agreement shall be written in English and shall be sent by hand or by courier to the applicable Party at the contact details indicated below or to such other address as a Party shall designate by similarly giving notice to the other Party:

For Chloris Real Estate Limited


Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.


Director

If served to the Land Owner-1:

Address: SCO 62, First floor, Sector 17 A- 122001

Attention: Mr. Ashish Dalal

If served to the Land Owner-2:

Address: House no. 974, LGF, Sector 31 , Gurgaon- 122001

Attention: Mr. Pritam Prakash Aggarwal

If served to the Developer:

Address: G 14, Ground Floor, Jangpura Extension, New Delhi-110014

Attention: Mr. Rohit Dalal

Delivery

Any notice, document, or communication:

- (a) given by hand or by speed post is deemed to be received at the commencement of the Business Day next following delivery to that addressee;

16.8 Severability

A provision contained in this Agreement is enforceable independent of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof.

16.9 Alternative

If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect due to legal constraints under applicable Laws, the Parties shall make their best efforts to find out the best alternative to achieve the objective or result intended.

16.10 Waiver

The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect.

16.11 Assignment and sub-contract etc.

- (i) The Developer shall at all times be permitted to assign, sell, transfer, grant, alienate or dispose its rights and, obligations under this Agreement, and/or super built-up areas to any Third Party or to any of its affiliate/ subsidiary company at its sole discretion, subject to providing a prior written intimation to the Land Owner in this regard.
- (ii) The Developer shall at all times be entitled to engage and contract out construction/ development of the Project or any specific aspect to any sub-contractor/ contractor on such terms and conditions as the Developer may deem fit and appropriate.

For SPITI TOWNSHIP LLP
Authorized Signatory

For Chloris Real Estate Limited
Ashish Dalal
Authorized Signatory

Umaraman Infrastructure Pvt. Ltd.
Director

- (iii) The Land Owner shall not assign any rights and obligations contained herein to any Person without prior written consent of the Developer.

16.12 Further Acts

The Land Owner shall without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the Approvals of any governmental authority are required for any of the arrangements under this Agreement to be affected, the Land Owner shall obtain such Approvals.

16.13 Specific Performance

This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of the Developer.

17 COSTS

- 17.1 That the Developer agrees to develop the Project, at the proportionate cost, charges, fees, rates, taxes, cess and /or expenses and with resources of the Land owners and its own in proportion to the land share.
- 17.2 The External Development Charges ("EDC") , Infrastructure Development Charges('IDC') and Internal Developmental works charges('IDW') for the Said Land/ Project wherever applicable shall be borne in proportion by all parties i.e. Land Owners and Developer.
- 17.3 The Developer shall pay all costs and expenses pertaining to the development of the Project, including cost and expense and the fees of the Architects, Engineers, Consultants and staff/work force for the preparation of layout, zoning and service plan etc. and obtaining of approvals including payments of submission fees, scrutiny fees, conversion and License fees, interest, late penalty shall be borne by land owners and developer in proportion to their land applied for the license i.e. by all parties in proportion to their land in project.
- 17.4 All costs and expenses relating to internal development of Said Land including costs of materials, inputs, labour, supervision, installation of electric sub-stations, transformers, horticulture as approved in the Service, Estimate shall be borne and paid by all parties including land owners and developers in proportion to their share of land applied in the project license.
- 17.5 If the land owners fail to pay their respective dues/charges/costs etc against the costs and development works and charges etc as and when demanded by the Developer within 7 days of intimation, the Developer shall be entitled to recover the same from the share of plots/FAR of the Land owners share in the project and shall pay the land owner after deducting all monies charges outstanding against the land owners share towards the COSTS.

[Signature Page Follows]

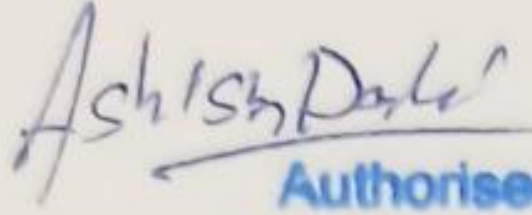
For SPITI TOWNSHIP LLP
Authorized Signatory
For Chloris Real Estate Limited
Ashish Deka
Authorized Signatory

Umaraman Infrastructure Pvt. Ltd.
Director

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the day and year first above written.

FOR AND ON BEHALF OF THE LAND OWNER-1
CHLORIS REAL ESTATE LIMITED

For Chloris Real Estate Limited

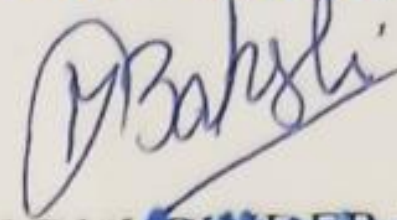


Authorised Signatory

Name: ASHISH DALAL
Designation: DIRECTOR
Date: 10th OCTOBER 2022

FOR AND ON BEHALF OF THE DEVELOPER
SPITI TOWNSHIP LLP

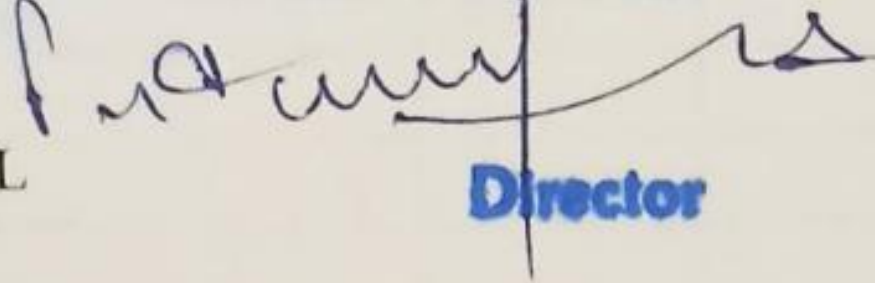
For SPITI TOWNSHIP LLP



Name: MANISH BHUPINDER KUMAR BAKSHI
Designation: Authorised Signatory
Date: 10th OCTOBER 2022

FOR AND ON BEHALF OF THE LAND OWENR-2
UMARAMAN INFRASTRUCTURE PRIVATE
LIMITED

Umaraman Infrastructure Pvt. Ltd.


Director

Name: PRITAM PRAKASH AGGARWAL
Designation: DIRECTOR
Date: 14th OCTOBER 2022

Witness No. 1

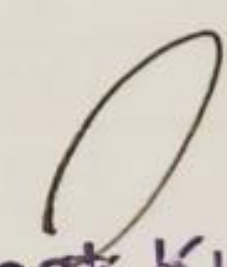

Drafted By
T.C. KHATANA, Advocate
District Courts, Gurugram
as per Both Parties Instructions

Name:
Address:
Date:

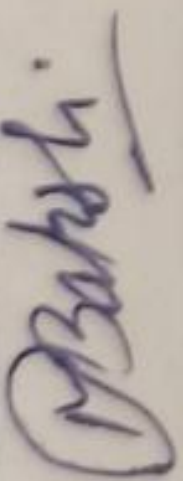

T.C. KHATANA
Advocate
Distt. Court, Gurgaon

Witness No. 2

Name:
Address:
Date:


Deepak Kumar
Advocate
Distt. Court, Gurugram

For SPITI TOWNSHIP LLP



Authorised Signatory

LAND SCHEDULES

S.no.	Company Name	Mustil Number	Killa Number	AREA Kanal	AREA Marla
1	UMARAMAN INFRASTRUCTURE PVT LTD	45//	24/1	1	0
			4/2	1	19
			5	7	4
			6	8	0
		46//	10/1	6	1
	UMARAMAN INFRASTRUCTURE PVT LTD	46//	20/1	7	18
		46//	22/1/2	0	14
	UMARAMAN INFRASTRUCTURE PVT LTD	46//	10/2	4	3
			11/1/2	3	17
			12/1/1	5	3
			9	4	3
2	CHLORIS REAL ESTATE LTD	45//	7/2	7	0
			8	8	0
			13	8	0
			14	8	0
			15	8	0
			16	8	0
			17	8	0
			18	8	0
			25	8	0
			19	8	0
		30//	5	8	0
			6/1	1	0
		49//	1	8	0
			2/2	1	12
			10/1	3	2
			10/2	4	0
			9/2	4	5
			12/2/1	0	16
			13/1	0	18
			14/1	0	18
			15/1/1	0	17
		46//	20/2	0	2
			11/1/1	3	10
	TOTAL IN ACRES	20.7625		166	2

For SPITI TOWNSHIP LLP

[Signature]

Authorised Signatory

For Chloris Real Estate Limited

[Signature]
Authorised Signatory

Umaraman Infrastructure Pvt. Ltd.

[Signature]
Director

26