

भाग 1

प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला

उपनिबन्धक सदर प्रथम गौतम बुद्ध नगर क्रम 2022146028271

आवेदन संख्या : 202200743077660

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 2022-11-18 00:00:00

प्रस्तुतकर्ता या प्रार्थी का नाम अभिन कुमार गुप्ता

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 4160000000 / 6584698000.00

1. रजिस्ट्रीकरण शुल्क 65846980

2. प्रतिलिपिकरण शुल्क 340

3. निरीक्षण या तलाश शुल्क

4. मुह्तार के अधिप्रमाणीकरण लिए शुल्क

5. कमीशन शुल्क

6. विविध

7. याचिक भत्ता

1 से 6 तक का योग 65847320

शुल्क वसूल करने का दिनांक 2022-11-18 00:00:00

दिनांक जब लेख प्रतिलिपि या तलाश

प्रमाण पत्र वापस करने के लिए तैयार होगा 2022-11-18 00:00:00

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB REGISTRAR - 1
NOIDA (G. B. NAGAR)



INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Signature

11/2

ACC Name: MUNESH KUMAR SHARMA, ACC Code: UP14001904

ACC Add.: Sub Registrar, Noida, Mob.No. 8920136031

License No.: 137/12, Tehsil & Distt.- Dadri G.B. Nagar, U.P.

Certificate No. : IN-UP49662671476746U ₹32,92,35,000

Certificate Issued Date : 14-Nov-2022 04:45 PM

Account Reference : NEWIMPACC (SV)/ up14001904/ NOIDA/ UP-GBN

Unique Doc. Reference : SUBIN-UPUP1400190492009619195260U

Purchased by : THEMECOUNTY PRIVATE LIMITED

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

Property Description : PROPERTY NO. GH-01, SECTOR-115, NOIDA, G. B. NAGAR

Consideration Price (Rs.) :

First Party : AMBIENCE PRIVATE LIMITED

Second Party : THEMECOUNTY PRIVATE LIMITED

Stamp Duty Paid By : THEMECOUNTY PRIVATE LIMITED

Stamp Duty Amount(Rs.) : 32,92,35,000
(Thirty Two Crore Ninety Two Lakh Thirty Five Thousand only)



Please write or type below this line



For Ambience Private Limited

[Signature]
Authorised Signatory

For Themecounty Private Limited

[Signature]
Authorised Signatory

PU 0003262347

Statutory Alert:

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

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For Threemoney Private Limited

Authorized Signatory



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is executed at Noida, Gautam Buddha Nagar, Uttar Pradesh, on this 18 day of November 2022 ("Execution Date")

BY & BETWEEN:

AMBIENCE PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 bearing CIN number U51503DL1986PTC023886, having its registered office at L-4, Green Park Extension, New Delhi-110016, acting through its authorized representative Mr. Aman Gehlot authorized by way of the board resolution dated August 24, 2022 (hereinafter referred to as the "**Land Owner**" which expression shall, unless the context otherwise specifies, mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

THEMECOUNTY PRIVATE LIMITED, a company incorporated under the Companies Act, 1956/2013 bearing CIN number U70109UP2022PTC167779, having its registered office at First Floor, A-39, Block- A, Sector-63 Noida Gautam Buddha Nagar Uttar Pradesh 201301, acting through its authorised signatory, authorized by way of the board resolution dated September 26, 2022 (hereinafter referred to as the "**Developer**" which expression shall, unless the context otherwise specifies, mean and include its successors and permitted assigns) of the **SECOND PART**;

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

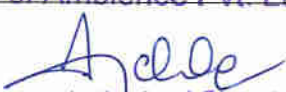
WHEREAS

- A. The Land Owner is engaged in the business of real estate and construction and development of projects in India.
- B. Pursuant to a lease deed dated July 18, 2018 registered at Sl. No. 3462, Book No. I, Jild No. 6596 at Pages 117 to 156 in the office of Sub-Registrar III, Noida, Gautam Budh Nagar, as amended by a Correction Deed dated September 08, 2020, registered at Sl. No. 2530, Book No. I, Jild No. 7878 at Pages 353 to 376 in the office of Sub-Registrar III, Noida, Gautam Budh Nagar (hereinafter collectively referred to as "**Lease Deed**"), the Land Owner has acquired leasehold rights, for a period 90 (ninety) years, over a Group Housing Plot No. GH-01, admeasuring 1,13,529.27 Sqr. Mtrs., situated at Sector 115, Noida, Uttar Pradesh, the details of which are provided in **Schedule A** hereunder

For Ambience Pvt. Ltd.

1

For Themecounty Private Limited

 Authorised Signatory Land Owner	 Authorised Signatory Developer
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For Thermacount Private Limited

Authorised Signatory



For Thermacount Private Limited

Authorised Signatory

For Thermacount Private Limited

Authorised Signatory

(hereinafter referred to as "**Project Land**") from the New Okhla Industrial Development Authority (hereinafter referred to as "**Noida Authority/NOIDA**") for development of a group housing project.

A certified true copy of the map of the Project Land is enclosed herewith as **Annexure A** to this Agreement.

- C. The Developer is engaged in the business of real estate and construction and development of projects in India. The Developer, having expertise, resources and reputation in the field of real estate development, have after negotiations at various meetings arrived at an understanding for development of a group housing project and/or any other nature of development as may be decided by the Developer (hereinafter referred to as "**Project**") on the Project Land on the terms and conditions as set out hereunder, and in this regard the Land Owner has agreed to transfer the Development Rights (*as defined hereinafter*) in relation to the Project Land/Project to the Developer for a specified consideration.
- D. The Parties are executing the present Agreement to record the detailed terms and conditions agreed between them for transfer of the development rights by the Land Owner to the Developer and for the development of the Project on the Project Land and their respective rights and obligations therein.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

"**Agreement**" means this Development Agreement, its Schedules and Annexures attached hereto and any amendments from time to time as may be mutually agreed by and between the Parties hereto in writing.

"**Applicable Laws**" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Governmental Authority, directive, guideline, policy, clearance, requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration having the force of law of any of the foregoing by any Governmental

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 For Ambience Pvt. Ltd. Authorised Signatory Land Owner	 For Themecounty Private Limited Developer Authorised Signatory



विक्रय अनुबंध विलेख (बिल्डर)

बही सं०: 1

रजिस्ट्रेशन सं०: 7568

वर्ष: 2022

प्रतिफल- 4160000000 स्टाम्प शुल्क- 329235000 बाजारी मूल्य - 6584698000 पंजीकरण शुल्क - 65846980 प्रतिलिपिकरण शुल्क - 340 योग : 65847320

श्री थीमकांडटी प्रा०लि० द्वारा
अश्विन कुमार गुप्ता अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री पदम कुमार गुप्ता
व्यवसाय : व्यापार
निवासी: ए-39 सैक्टर-63 नौएडा



(Signature)

श्री, थीमकांडटी प्रा०लि० द्वारा

अश्विन कुमार गुप्ता अधिकृत
पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक
18/11/2022 एवं 02:46:57 PM बजे
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(Signature)

यशवन्त कुमार सिंह
उप निबंधक :सदर प्रथम
गौतम बुद्ध नगर
18/11/2022

दीपक गुप्ता,
निबंधक लिपिक
18/11/2022

प्रिंट करें



for Treasury Private Limited

Antarctica

Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter including but not limited to RERA.

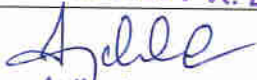
"Approvals" means any permission, approval, sanction, clearance, consent, license, layout plans, building plans, order, decree, authorization, authentication of, or registration, qualification, declaration or filing with or notification, exemption or ruling to or from any Governmental Authority required under any statute or regulation for designing, planning, construction, development, marketing, sub lease and sale of the Project or developed areas therein, contemplated under this Agreement.

"Common Areas and Facilities" means and include all common open area roads, parks, driveways, security areas, areas where common facilities and equipment for provision of support services are installed, stairways, passage-ways, generator of sufficient capacity, pump and lighting for common spaces, pump room, tube-well, overhead water tanks, water pump and motor, water supply, power supply, drainage, sanitation, security systems, fire-fighting facilities and other facilities in the Project as may be provided for common use.

"Developer's Share" shall have the meaning assigned to it in Article 4 herein.

"Development Rights" shall mean the right to exclusively develop, construct and implement the Project on the Project Land which shall include, without limitation, the right to:

- (i) all the rights and interests transferred and assigned by the Land Owner in the Project Land and the Project to be developed thereon in favour of the Developer under and in terms of this Agreement including obtaining and utilizing the additional FSI/FAR;
- (ii) irrevocable and exclusive rights to the Developer to commence, carry out and complete the development and construction of the Project on the Project Land, at its own cost and expense through its agents, servants or assigns, subject to necessary permissions, existing or future, from municipal and any other concerned authorities and for this purpose to have unhindered access and possession to the Project Land including ingress and egress, and do all activities for construction and development thereupon;
- (iii) name the Project developed on the Project Land and modify the same at its sole discretion, however, the Developer shall not use the word 'Ambience' and in any way infringe the trademark 'Ambience'.

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For Ambience Pvt. Ltd.	For Themecounty Private Limited
	
Authorised Signatory	Authorised Signatory
Land Owner	Developer



बही सं०: 1

रजिस्ट्रेशन सं०: 7568

वर्ष: 2022

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

श्री एम्बीएस प्रा०लि० के द्वारा अमन गहलोत, पुत्र श्री आर एस गहलोत

निवासी: एल-4 ग्रीन पार्क एक्सटेंशन नई दिल्ली-110016

व्यवसाय: व्यापार

क्रेता: 1



श्री थीमकांडटी प्रा०लि० के द्वारा अश्विन कुमार गुप्ता, पुत्र श्री पदम कुमार गुप्ता

निवासी: ए-39 सैक्टर-63 नोएडा

व्यवसाय: व्यापार



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता : 1

श्री अजय कुमार झा, पुत्र श्री स्व० गोपीकांत झा

निवासी: ए-39 सैक्टर-63 नोएडा

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री नितेश शर्मा, पुत्र श्री बी पी शर्मा

निवासी: सी-4ए हिण्डन विहार बरौला नोएडा

व्यवसाय: अन्य



ने की। प्रत्यक्षतः मद्र साक्षियों के निशान अंगुठे नियमानुसार लिए गए हैं।
दिष्पणी: 202200743077660



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

यशवन्त कुमार सिंह

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

18/11/2022

दीपक गुप्ता

निबंधक लिपिक गौतम बुद्ध नगर

18/11/2022

- (iv) manage the Project Land and service and maintain all the buildings, plant, equipment and machinery, as well as other facilities constructed upon the Project Land;
- (v) enjoy all rights, privileges and benefits to units in the Project;
- (vi) to enter upon, deal and take sole and exclusive possession and control of the Project Land for construction and development of the Project thereon;
- (vii) to implement, design, construct and develop the Project on the Project Land and carry out all other necessary and ancillary activities in relation thereto;
- (viii) to make applications to the concerned Governmental Authority in respect of and to carry out all the infrastructure and related work or constructions for the Project, including leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other Common Areas and Facilities for the total built up area to be constructed on the Project Land as may be required by any Approval(s), layout plan, or order of any Governmental Authority to be the sole and exclusive developer of the Project with the right to take all decisions relating to, in connection with, and in regard to, the construction, development, implementation, project management, design and development and landscaping of the Project;
- (ix) the absolute right to own, alienate, transfer, sell, convey, sub-lease or otherwise assign or part with possession of the Saleable Area and other areas in the Project with proportionate and undivided rights in the Project Land and or other facilities at any time and to receive, retain and appropriate all proceeds therefore from any prospective buyers/transferees without limitation or lien in the name of the Developer;
- (x) to collect the Distributable Revenue from the Project in the name of the Developer;
- (xi) the irrevocable and exclusive right to directly or indirectly transfer title in the units/spaces/areas comprised in the Saleable Area together with proportionate and undivided rights in the Project Land to the prospective buyers, by execution of suitable deeds and documents in respect thereto;
- (xii) the irrevocable and exclusive right to undertake or deal with the Project on terms and conditions set forth in this Agreement;

For Ambience Pvt. Ltd.

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 Authorised Signatory	For Themecounty Private Limited 
Land Owner	Developer





For The Government Private Limited

Authorized Signatory

- (xiii) the irrevocable right to mortgage the Project/Project and to deal with Governmental Authority including to obtain permission to mortgage and to execute necessary documents for the same;
- (xiv) the irrevocable and exclusive right to maintain the Project and pursuant thereto the right to enter into agreements with purchasers, occupiers and owners of the Units/Saleable Area in the Project and to receive all service charges and costs from them without any limitation or lien; and
- (xv) Any other ancillary rights with respect to the Project/Project Land.

“**Disclosure Letter**” shall mean the disclosure letter enclosed as **Annexure D** to this Agreement.

“**Distributable Revenue**” shall mean all monies, cash flows, receipts and receivables by whatever name called, generated from the purchasers, pursuant to an allotment in their favour or sale or transfer/assignment or lease of Units or other Saleable Area in the Project to such end purchasers and shall include (but not be limited to) sale consideration, lease rentals and facility service charges and/ or any advance thereof of super built-up area (inclusive of all Common Areas and Facilities), car parking space, terraces, balconies, club membership fees (if any), preferential location charges and all other proceeds realized from the customers or purchasers including cancellation charges or damages, interest on delayed payment of installments, transfer fee or assignment charges collected from the customers or purchasers of super built-up area in the Project, and other amounts collected by the Developer. However, the term ‘Distributable Revenue’ shall exclude the following:

- (i) service tax, value added tax, goods and service tax and other applicable indirect taxes recovered from the customers in relation to the Project;
- (ii) revenues, charges, cesses and levies which are of an onward nature payable to a Governmental Authority, or any other charges which are pass through in nature including amounts payable to the maintenance agency or apartment owners association;
- (iii) maintenance/management charges and other recurring and utility charges which are in the nature of onward payment to the amenities management agency for the maintenance of the club house, etc., including but not limited to maintenance security deposits or any other refundable deposits, taxes, administrative charges, stamp duty and registration fee;

For Ambience Pvt. Ltd. <i>[Signature]</i> Authorised Signatory Land Owner	5 For Themecounty Private Limited <i>[Signature]</i> Authorised Signatory Developer
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For The Account Private Limited

Authorized Signatory

- (iv) amounts received and payable onwards to the Governmental Authorities or third parties towards stamp duty and registration of Units;
- (v) any extra ordinary receipt arising from any cost attached to the buyer finance e.g. subvention scheme; and
- (vi) club membership fees and charges which are in the nature of onward payment to amenities management agency or any other third party.

"Encumbrance" shall mean any right, title or interest existing by way of, or in the nature of sale, sub-lease, agreement to sell, sub-lease, including without limitation, any claim, mortgage, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, bill of sale, option or right of pre-emption, beneficial ownership (including usufruct and similar entitlements), any provisional or executable attachment, non-disposal undertaking, right of first offer or first refusal, tenancy, co-ownership, disposal of beneficial interest or any other interest held by a third party.

"FAR" shall mean the floor area ratio;

"Force Majeure" shall have the meaning set forth in Article 15.7;

"FSI" shall mean the floor space index;

"General Power of Attorney" shall have the meaning set forth in Article 2.2 (c).

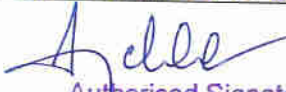
"Governmental Authority" shall mean any government or political subdivision thereof, or any ministry, department, board, authority, instrumentality, forum, agency, corporation, commission, court or tribunal whether central, state, local, municipal, judicial, quasi-judicial or administrative of the Government of India or any state government and any other statutory/non-statutory authority.

"Land Owner's Share" shall have the meaning assigned to it in Article 4 herein.

"Project" has the meaning given to it in Recital C herein above.

"RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 alongwith rules made thereunder as applicable to the state of Uttar Pradesh.

"Representatives" means the agents, servants, associates and any person lawfully claiming through or under any Party hereto.

For Ambience Pvt. Ltd.  Authorised Signatory Land Owner	6 For Themecounty Private Limited  Developer Authorised Signatory
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For Theemecounty Private Limited

Authorized Signatory

“**Saleable Area**” shall mean and include in relation to the Project, area constructed and developed, including but not limited to the Units, residential development, commercial component, built-up area, Common Areas and Facilities, terrace, basements, car parking, commercial area, school, club and other area and facilities and any and all of the other developed area in the Project.

“**Project Land**” has the meaning given to it in Recital D herein above.

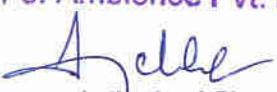
“**Special Power of Attorney**” shall have the meaning set forth in Article 2.2 (d).

“**Units**” shall mean and include residential units, villas, shops, offices, commercial premises, community facilities and other transferrable areas to be constructed/ developed as part of the Project as the Developer deems fit.

“**UP-RERA**” shall mean Uttar Pradesh Real Estate Regulatory Authority.

1.2 **INTERPRETATIONS:** In this Agreement, unless the context requires otherwise:

- (i) unless the context clearly indicates a contrary intention, a word or an expression denoting a natural person shall include an artificial person (and vice versa), any one gender shall include all other genders and the singular shall include the plural (and vice versa);
- (ii) reference to any individual shall include his/ her legal representatives, successors, legal heirs, executors and administrators;
- (iii) reference to any article, clause, section, schedule or annexure shall be deemed to be a reference to an article, a clause, a section, a schedule or an annexure of this Agreement;
- (iv) Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;
- (v) The recitals, schedules, annexure, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement;
- (vi) References to the words “include” or “including” shall be construed as being suffixed by the term “without limitation”;
- (vii) Reference to a law shall be a reference to that law as amended, re-enacted,

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For Ambience Pvt. Ltd.	For Themecounty Private Limited
	
Authorised Signatory Land Owner	Developer Authorised Signatory





For Thermacount Private Limited

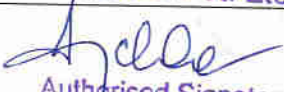
Authorized Signatory

consolidated, supplemented or replaced;

- (viii) Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced; and
- (ix) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in the negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.

ARTICLE 2 GRANT OF DEVELOPMENT RIGHTS

- 2.1 In lieu of the Land Owner's Share and subject to receipt of NRSD in full as prescribed in Clause 4.1 of this Agreement, the Land Owner hereby irrevocably and unconditionally grants, transfers and assigns to the Developer, the sole and exclusive Development Rights, including rights, authority and entitlement to plan, design, construct and develop the Project on the Project Land at its own cost and expenses, as per building plans sanctioned by the Governmental Authority with future revisions, together with right to market, sell, sub-lease, transfer and convey and/ or dispose of the Saleable Area and other areas of the Project along with all other ancillary and incidental rights attached therewith, together with right to convey proportionate undivided right, title, share and interest in the Project Land in accordance with terms and conditions stated in this Agreement and the Developer hereby acquires the exclusive and irrevocable Development Rights in terms of this Agreement.
- 2.2 Simultaneously with the execution of this Agreement, the Land Owner shall:
- a. Convene a meeting of its Board of Directors and pass an unconditional and irrevocable resolution in the meeting of its Board of Director ("**Board Resolution**"), authorizing the Developer to deal with the Project/Project Land at its sole discretion and to undertake the construction and development of the Project/Project Land;
 - b. Convene a meeting of its Shareholders and pass an unconditional and irrevocable resolution in the meeting of its Shareholders ("**Shareholders Resolution**"), authorizing the Developer to deal with the Project/Project Land at its sole discretion and to undertake the construction and development of the Project/Project Land;

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For Ambience Pvt. Ltd.	For Themecounty Private Limited
 Authorised Signatory	 Authorised Signatory
Land Owner	Developer





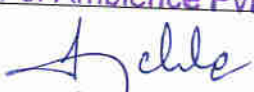
for Thernecounty Private Limited

Authorized Signatory

- c. Issue an irrevocable and unconditional General Power of Attorney ("General Power of Attorney"), in respect of the Project Land, in the format annexed herewith as **Annexure B**, permitting and authorizing the Developer to solely, and at its own cost and expenses, exercise all powers referred herein and to use the Development Rights granted herein to fulfill all its rights and obligations as mentioned in this Agreement for the development of the Project; and
- d. Issue an irrevocable and unconditional Special Power of Attorney ("Special Power of Attorney"), in respect of the Project Land, in the format annexed herewith as **Annexure C**, permitting and authorizing the Developer to solely, and at its own cost and expenses, exercise all powers referred herein and to use the Development Rights granted herein to fulfill all its rights and obligations as mentioned in this Agreement for the development of the Project.

(Board Resolution, Shareholders Resolution, General Power of Attorney and the Special Power of Attorney are hereinafter referred to as the **Authority Documents**)

- 2.3 The Developer shall develop the Project on the Project Land at its own costs and expense in accordance with the Approvals and compliance of Applicable Laws in terms hereof.
- 2.4 It is hereby agreed by the Parties that the Project to be developed on the Project Land shall be for residential use and/or of any other nature of development as may be solely decided by the Developer in accordance with the Approvals and the Applicable Laws.
- 2.5 The Parties agree that all documents, material and statements provided by the Land Owner in relation to the Project Land have been considered as a material representation made by the Land Owner to the Developer based on which the Developer has decided to acquire the Development Rights and to invest in and participate in the development of the Project on the Project Land. In case of any defect in the title/ownership including any charge/ lien/ mortgage on the Project Land or use of the Project Land or part thereof impugning the development of the Project is noted or found at any stage during the currency of this Agreement, the Land Owner shall rectify and remove such defects at its own cost and expenses. In addition, the Land Owner shall indemnify the Developer including its shareholders and director of the Developer against all losses actually incurred by them due to any such defect in the title of the Project Land.
- 2.6 The Lease Deed, correction deed and other title documents in relation to the Project Land, including but not limited to the allotment letter in relation to the Project Land, possession letter in relation to the Project Land, complete file of correspondences with Noida, payment receipts in relation to any payments made to Noida, shall be deposited

For Ambience Pvt. Ltd.  Authorised Signatory Land Owner 	9 For Themecounty Private Limited  Authorised Signatory Developer 
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For Information Private Limited

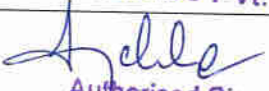
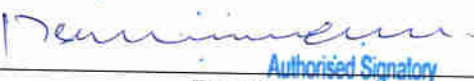
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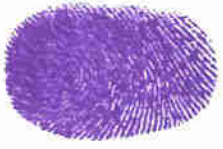
by the Land Owner with the Developer simultaneously with the execution of this Agreement.

- 2.7 The Development Rights transferred in favour of the Developer herein shall be irrevocable at all times and the Land Owner shall have no right to terminate this Agreement or revoke the Development Rights transferred in favour of the Developer in any manner whatsoever.

ARTICLE 3 DEVELOPMENT AND CONSTRUCTION OF PROJECT

- 3.1 The Developer has agreed to develop the Project on the Project Land where under:
- (i) On the Execution Date, the Land Owner shall hand over the duly demarcated, bounded and vacant physical possession of the Project Land, as per the layout plan, free from all encroachments and Encumbrances to the Developer.
 - (ii) The Developer shall be entitled to obtain the Approvals for construction and development of the Project on the Project Land from the concerned authorities at its own cost and expenses.
 - (iii) Upon receipt of the requisite sanctions and Approvals, as may be required to commence the construction work of the Project, the Developer shall be entitled to undertake construction and development of the Project at its own cost and expenses on the Project Land in accordance with the Approvals, the Applicable Laws and as per the terms and conditions of this Agreement.
 - (iv) Subject to Force Majeure conditions, the Developer shall endeavor to complete the construction and development of the Project in terms of the Applicable Laws.
 - (v) The Land Owner and the Developer shall be entitled to their respective share in the Distributable Revenue of the Project as provided in Article 4 herein below.
- 3.2 The scope of development of the Project includes planning, designing, construction and development of residential flats including car parkings, Common Areas and Facilities and incidental and related amenities and permissible commercial area on the Project Land at the cost of the Developer.
- 3.3 The Developer shall be entitled to obtain all the Approvals at its own cost and expenses.

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For Ambience Pvt. Ltd.	For Themecounty Private Limited
	
Authorised Signatory	Authorised Signatory
Land Owner	Developer



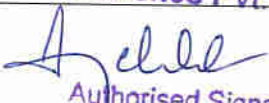


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Authorized Signatory

- 3.4 The Developer is exclusively authorized to plan, design, construct and develop the Project on the Project Land based, at its own cost and expenses.
- 3.5 The Land Owner hereby grants in favour of the Developer and the Developer hereby accepts from the Land Owner the Development Rights including the irrevocable and exclusive right to develop, construct and implement the Project in its own name at its own cost and expense and to book, market and allot the Units and other Saleable Areas and transfer, sub-lease and convey the Units / Saleable Area of the Project.
- 3.6 On the Execution Date, the Land Owner shall grant to the Developer and its Representatives an irrevocable right to enter into the Project Land for the purpose of exercising the Development Rights including the rights granted under this Agreement. The Land Owner acknowledges that, based on the assurances, representation and warranties granted by the Land Owner under this Agreement, the Developer shall incur substantial expenditure for the construction and development on the Project Land and the Land Owner shall not rescind or cancels the rights so granted to the Developer. The Land Owner hereby confirms and agrees that this Agreement shall be irrevocable at all times.
- 3.7 The Developer shall be entitled to engage any contractors, architects, engineers, designers, service providers, sub-contractors, consultants and workmen for construction and development of the Project at its discretion.
- 3.8 The Land Owner shall sign, execute and deliver all papers, documents, deeds, letters, affidavits, no-objection certificates, authorizations, undertaking and take such other actions as may be required for the purposes of construction and development of the Project and booking, marketing, allotment, transfer and/or sub lease of the Saleable Area in the Project and Units constructed and/or to be constructed therein and to receive consideration and proceeds thereof in the name of the Developer, and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Agreement.
- 3.9 The Land Owner shall sign and deliver to the Developer all relevant documents, as may be required to be signed by the Land Owner, for filing the various applications and for obtaining the Approvals pursuant thereto for the construction and development of the Project.
- 3.10 Notwithstanding Clause 3.8 and 3.9 above, the Developer shall be authorised to execute the documents prescribed therein on behalf of the Land Owner in terms of Article 8 below and the Authority Documents.

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<i>For Ambience Pvt. Ltd.</i>  Authorised Signatory	<i>For Themecounty Private Limited</i>  Developer
Land Owner	Developer





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- 3.11 The Developer shall be free to develop the Project in such manner as it may deem fit and in accordance with the Applicable Law.
- 3.12 The Land Owner shall not be responsible for delay in obtaining any approval / clearance and also completion of the Project due to any reasons, except defect in title of the Project Land.
- 3.13 The Land Owner shall not prevent and/or cause any hindrance or obstruction in the designing, planning, construction and development of the Project by the Developer in any manner. The Land Owner shall not create any hindrance or obstruction in marketing, booking, allotment, sale or sub leasing of the Saleable Area in the Project. The Developer shall exclusively be entitled in its sole discretion to book, allot, sale/ sub-lease of the Units /Saleable Area and to enter into agreement to sell/ sub-lease / flat buyer agreements with prospective purchasers for transfer of the same together with proportionate, undivided right, share, interest and title in the Project Land. The Land Owner shall always be deemed to have confirmed every flat buyer agreement executed by the Developer pursuant to this Agreement, for transfer of undivided proportionate right, share, interest and title in the Project Land.
- 3.14 That Land Owner shall, immediately of the receipt of the request by the Developer, execute, supply and provide all documentary evidence and support documents as may be required to be submitted to the concerned authorities/Government Authorities for development and construction of the Project.
- 3.15 All rates, cess, municipal tax, property taxes and other taxes due and payable in respect of the Project Land upto the date of this Agreement shall be the exclusive liability of Land Owner, except existing outstanding land dues of Rs 165,00,00,000/- (Rupees One Hundred and Sixty Five Crores only) alongwith any interest or penalty for delay in payment of the same ("Noida Dues") being amounts payable to NOIDA, which shall be borne and paid by the Developer and thereafter the liability in this behalf shall be paid and borne by the Developer. Each Party shall be responsible for its own income tax liability for incomes received and/ or gains arising as a result hereof.
- 3.16 The Developer shall be entitled to receive refund of all security deposits or advances paid by it to the concerned authorities upon completion of the Project or otherwise. If any such refund is received in the name of the Land Owner, the Land Owner shall pay the same to the Developer within 7 (seven) days of the receipt of the same by the Land Owner. In the event of delay at the part of the Land Owner for making payment of such

For Ambience Pvt. Ltd.	12	For Themecounty Private Limited
		
Authorised Signatory		Authorised Signatory
Land Owner		Developer



For The County Private Limited

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amounts, the Land Owner shall be liable to pay the same along with interest at the rate of 12% (twelve percent) per annum for the period of such delay.

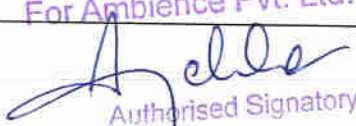
- 3.17 Simultaneously with the execution of this Agreement, the Land Owner shall hand over to the Developer, the title deeds/documents in relation to the Project Land, including but not limited to the Lease Deed, correction deed, allotment letter in relation to the Project Land, possession letter in relation to the Project Land, complete file having all the documents of correspondences and communications with or by NOIDA, payment receipts in relation to any payments made to NOIDA and/or such other documents relating to the title of the Project Land.

ARTICLE 4

CONSIDERATION FOR GRANT OF DEVELOPMENT RIGHTS AND SHARING IN THE DISTRIBUTABLE REVENUE

- 4.1 In consideration of the Land Owner providing and making available to the Developer the Project Land and granting the exclusive and irrevocable Development Rights to the Developer with right to sell, transfer, sub-lease/license and convey the Units comprised in Saleable Area together with right to sub-lease/license or convey, proportionate undivided right, share, interest and title in the Project Land to the prospective purchasers and receive consideration therefrom in its own name and account, the Distributable Revenue received/ realized shall be shared between the Parties in the ratio mentioned herein below:
- (i) Land Owner: 2% (Two percent) of the Distributable Revenue ("**Land Owner's Share**"); and
 - (ii) Developer: 98% (Ninety Eight percent) of the Distributable Revenue ("**Developer's Share**"),

In addition to Land Owner's Share, in consideration of the Land Owner providing and making available to the Developer the Project Land and granting the exclusive and irrevocable Development Rights to the Developer, the Developer has simultaneously with the execution of this Agreement, paid an amount of Rs. 416,00,00,000/- (Rupees Four Hundred Sixteen Crore only) as non-refundable security deposit ("**NRSD**"), after deducting applicable withholding taxes as per the Applicable Laws, by the following mode, the receipt and sufficiency of which is hereby acknowledged by the Land Owner:

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For Ambience Pvt. Ltd.  Authorised Signatory	For Themecounty Private Limited  Authorised Signatory
Land Owner	Developer





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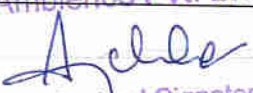
Serial No.	Date and Number of the Cheque	Bank	Amount (in Rs.)
1.	Date: 14.11.2022 Cheque No. 003140	Axis Bank Limited (Branch: Sector-121, Noida)	411,84,00,000
4.	TDS		4,16,00,000
	Total		416,00,00,000/-

The Developer shall hand over the certificate for deduction of tax at source, on payment of NRSD, to the Land Owner as per the timelines specified in the Applicable Laws.

- 4.2 The Noida Dues shall be paid and borne by the Developer.
- 4.3 The Developer shall plan the development of the Project and shall develop the Project as per its discretion. In case floor area ratio is increased beyond the present permissible floor area ratio under the Applicable Laws, additional expenses for construction and development against increased FAR including cost of approvals and sanction thereof shall be incurred solely by the Developer. The current available FAR on the Project Land is 1.5. Any additional FAR available on the Project Land in future shall belong solely to the Developer and the Owner shall not claim anything from such additional FAR. The cost for obtaining such additional FAR shall be borne by the Developer.

ARTICLE 5 RIGHTS AND OBLIGATIONS OF THE DEVELOPER

- 5.1 The Developer shall be entitled to obtain all the Approvals required to develop the Project on the Project Land and shall be entitled to develop the Project in accordance with the Approvals, the Applicable Laws and in accordance with the terms hereof at its own cost and expenses.
- 5.3 The Developer shall have a right to engage on its own account managers, contractors, architects, engineers, supervisors, consultants, staff and workmen for supervision and execution of the construction works and marketing of the Project.
- 5.4 The Developer shall have a right to conceive the concept of the Project and abide by the building plans, design and arrange preparation of architectural, structural and other drawings from the architects and other consultants based on the approved sanctioned drawings and shall develop the Project.

For Ambience Pvt. Ltd.	14	For Themecounty Private Limited
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Land Owner	X	Developer





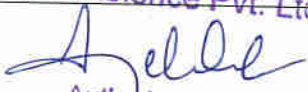
For Theemecounty Private Limited

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- 5.5 The Developer shall have a right to construct, develop the Project and shall be entitled to market, sell and sublease the Saleable Area. The Developer shall also be entitled to execute conveyance/sub-lease/license deed(s) for the Saleable Area together with proportionate undivided right, share, interest and title in the Project Land. The Land Owner shall provide its complete support and assistance to the Developer in this regard.
- 5.6 The Developer shall run, operate and maintain the Project either itself or through third party agencies.
- 5.7 The Developer or any agency nominated by the Developer shall have the sole right to maintain the completed building(s) of the Project and other areas/ facilities as per the provisions of the Applicable Laws.
- 5.9 The Developer shall have a right to amend or revise the plans of the Project in accordance with the Applicable Laws.
- 5.10 The Developer shall be entitled to develop the Project in a single or multiple phases at its sole discretion.

ARTICLE 6
RIGHTS AND OBLIGATIONS OF THE LAND OWNER

- 6.1 The Land Owner shall hand over the bounded and vacant physical possession of the Project Land to the Developer on the Execution Date.
- 6.2 The Land Owner shall not be entitled to create any Encumbrances on the Project save and except as requested/approved by the Developer.
- 6.3 The Land Owner shall not disturb, prevent or interrupt the construction and development activities carried out by the Developer for the development of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement.
- 6.4 The Land Owner shall keep title and ownership of the Project Land absolutely free and marketable in all respects and shall bear all expenses and costs in respect thereto.
- 6.5 All expenses, costs, taxes and outgoings with respect to the Project Land up to the Execution Date shall be solely paid and borne by the Land Owner.

For Ambience Pvt. Ltd.  Authorised Signatory Land Owner 	15	For Themecounty Private Limited  Authorised Signatory Developer 
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For the Government of India

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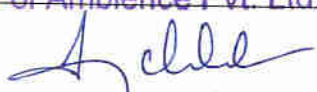
- 6.6 The Land Owner hereby give its express consent to the Developer to borrow or raise any loan or funds from Banks/financial institutions or a third party against the security of the Project Land and the Developer's Share. However, the cost for raising the said finance shall be borne by the Developer.
- 6.7 In the event it is required by UP-RERA and/or required under RERA for the Land Owner to be registered as co-promoter/joint promoter of the Project, the Land Owner shall, along with the Developer, register itself as a co-promoter/joint promoter of the Project.
- 6.8 The Land Owner shall provide necessary resolutions from its Board of Directors or Shareholders as may be required from time to time by the Developer in relation to the Project Land.

ARTICLE 7

RIGHT TO BOOK, ALLOT, ASSIGN AND MAINTAIN AND FUNDING FOR THE PROJECT

- 7.1 The Developer shall at all times hereinafter have the sole right to market, make advance bookings, allot, assign, transfer, sell, let, sub lease or license the Units or area comprised in the Saleable Area and other areas of the Project to the prospective buyers/ transferees at its discretion. The Developer shall also be entitled to execute conveyance/sub-lease/license deed(s) for the Saleable Area together with proportionate undivided right, share, interest and title in the Project Land.
- 7.2 The Developer shall have the right to collect and receive the Distributable Revenue in relation to the Project, which shall be deposited in the relevant bank accounts in accordance with RERA and the Applicable Laws.
- 7.3 The Developer or any agency nominated by it shall have the sole right to maintain the completed building(s) of the Project and other areas/ facilities as per the provisions of the Applicable Laws and in accordance with the prevailing market practice.
- 7.4 **Funding/Construction Finance**

- (a) The Developer shall be entitled, without the prior consent, permission or approval of the Land Owner, to raise construction finance or any other funding ("Funding") from banks / Financial Institutions /Alternate Investment Funds/ FII and any RBI / SEBI Approved PE / VC Fund/ Fund Houses/FII/FPI on the security/mortgage of the Project Land and/or the Project without any, responsibility, liability or obligation of the Land Owner in this regard. However,

For Ambience Pvt. Ltd.  Authorised Signatory Land Owner	16 For Themecounty Private Limited  Developer Authorised Signatory
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the Land Owner shall create security/mortgage over the Project Land and/or Project for such Funding.

- (b) The Land Owner gives its express approval under this Agreement and under the Authority Documents, to raise the Funding.

For the said purpose, the Land Owner agrees to sign or register any document, mortgage deed, memorandum of entry(ies), undertakings, affidavits and provide no objection certificate or deposit title deeds, as may be required by the Developer or any other document as may be required by the lender for creating a mortgage, equitable or otherwise, over the Project and Encumbrance over the receivables therefrom. The Land Owner shall also pass all shareholders and board resolutions as and when required by the Developer for the creation of any Encumbrance over the Project Land and receivables therefrom. The costs and expenses required for obtaining the Funding and for creating mortgage over the Project Land shall be borne by the Developer.

- (c) The Land Owner further agrees that for the purpose of creating mortgage over the Project Land/Project it shall provide requisite assistance to the Developer, including but not limited to dealing and coordinating with various Governmental Authority, including NOIDA for the purposes of obtaining permission to mortgage, wherever required and it shall also execute necessary applications and other documents in this regard.

- (d) The Parties hereby agree and acknowledge that though the Developer is authorised under and the Authority Documents to create Encumbrance/mortgage on the Project Land and / or hand over the Title Deeds of the Project Land for creating equitable mortgage thereon in favour of the lenders for obtaining the Funding, it is the primary obligation of the Land Owner to sign necessary documents, undertakings, applications, affidavits or register any document and/or provide no objection certificate or deposit title deeds or any other act as may be required by the Lender(s)/or Developer (as may be the case) or otherwise for creating a mortgage, equitable or otherwise, over the Project Land or Encumbrance over the receivables therefrom at the cost and expenses of the Developer but without any risk, responsibility or obligation of whatsoever nature of the Land Owner in this regard.

- (e) The entire cost of the funding/construction finance so raised by the Developer, including mortgage and any personal guarantee, if required, would be borne only by the Developer. The Land Owner will not have any responsibility or obligation for the borrowings in this regard.

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For Ambience Pvt. Ltd.  Authorised Signatory Land Owner 	For Themecounty Private Limited  Authorised Signatory Developer 
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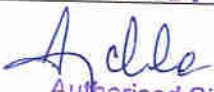
For Thermocount Private Limited

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- (f) In case the Land Owner is required to sign and execute any document(s) for creation of Equitable Mortgage or registered mortgage deed on the Project Land the Land Owner shall sign and execute such documents at the cost and expenses of the Developer but without any risk, responsibility and obligations of the Land Owners in this regard.
- (g) The Land Owner shall file necessary eforms with the registrar of companies for creation of mortgage over the Project Land as per Applicable Laws.

ARTICLE 8 RIGHTS/ENTITELMENTS OF THE DEVELOPER

- 8.1 The Land Owner hereby agrees and undertakes that the Developer, at its own cost and expenses, shall be irrevocably authorized and entitled to:
1. To enter upon the Project Land, survey the same, prepare layout and building plans, detailed drawings, etc., for the purpose of commencing, continuing or completing the construction and development of the Project Land.
 2. To undertake development of the Project Land either itself or through contractors/ sub-contractors/ agents and to enter into contracts in relation thereto.
 3. To deal with and correspond with the concerned statutory, local, central, state, governmental and other authorities in respect of matters relating to grant of licenses, approvals, sanctions, consents, registrations and renewals/ extensions thereof under applicable laws, rules, regulations, license, orders, notifications, for and in respect of the development of the Project Land and in particular the following, viz.:
 - a. to apply for, submit and follow up the application for obtaining Approvals in pursuance thereof for development of the Project Land;
 - b. to submit layout plans, building plans and zoning plans, to apply for and obtain sanction plans or the revalidation and/or revision of the plans sanctioned or to be sanctioned, with alterations and additions, as the Developer may desire;
 - c. to apply for and obtain commencement certificate and/or occupation certificate and/or building completion certificate (including part thereof)

For Ambience Pvt. Ltd.	18
 Authorised Signatory Land Owner	 For Themecounty Private Limited Authorised Signatory Developer





For the County Private Limited

Authorized Signatory

and any like certificates or permissions that may be required by the applicable law, issue declarations or undertakings and obtain all necessary permissions, sanctions, approvals and no-objections from the aforesaid authorities and its department(s);

- d. to appear and represent the Land Owner before all concerned authorities and parties as may be necessary in connection with the proper and effective development of the Project Land,
 - e. generally to do all other acts and matters in connection with or relating to or in respect of the planning, designing, construction, development, completion, marketing and occupation of buildings, structures for development of the Project Land; and
 - f. to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Land Owner, as required from time to time in connection therewith.
4. To enter upon the Project Land, take possession of the Project Land, survey the same, prepare layout and plans, drawings etc. and to sign and apply and follow up with all the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities, the matters relating to grant of Approvals (including without limitation approvals, LoI, development license, sanctions, consents, building plans, and registrations) under Applicable Laws for and in respect of the Project and the Project Land or any part thereof which forms an integral part of the Project, to obtain sanctions and approvals of modifications to the sanctioned plans, building plans, zoning plans, occupation certificates, completion certificates, if permitted under Applicable Law(s) for the Project or any part thereof, as required under Applicable Laws, rules, regulations, orders, notifications from time to time;
 5. To take all actions for the implementation and development of the Project on the Project Land;
 6. To do all such acts, deeds and things as may be required to landscape, divide/sub-divide the Project Land or carry out, or cause to be done, all technical and engineering activities for the purposes of the development, implementation and construction of the Project on the Project Land;
 7. By itself or through third party contractors, to dig, build, erect, develop, launch,

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<i>For Ambience Pvt. Ltd.</i>  Authorised Signatory	<i>For Themecounty Private Limited</i>  Developer
Land Owner	Developer





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market, sell, construct and complete the buildings, structures for the Project comprising of residential / commercial / retail / entertainment and/or mixed land use development (as per the Applicable Laws) for which the Approvals are granted by the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities, as allowed and/or may be allowed under Applicable Laws and to submit all undertakings, agreements, affidavits, declarations, applications, instruments, letters, bonds, for and on behalf of the Land Owner, as required from time to time in connection therewith;

8. To do all necessary acts, deeds and things towards development, implementation and construction of the Project, the completion of the development of the Project including, without limitation, appointing architects, engineers, workmen, Contractors, agents, consultants, advisers and other personnel, obtaining necessary Approvals including, without limitation, approvals for the modification of the sanctioned plan, the commencement certificate, clearances, permissions, approvals, consents and no-objection certificates for the Project, wherever applicable;
9. To deposit any fee or any other amounts which may have to be paid to any concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities for the sanction of the layout and architectural plans, granting all permissions and consents for execution of the Project;
10. To prepare, consolidate, sign, furnish and file all relevant data(s), applications, undertakings, affidavits, bonds, applications, deeds and documents, in the prescribed format for grant of all Approvals (including without limitation approvals, permissions, clearances, sanctions, consents, and registrations) from the concerned authorities for development of the Project;
11. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities and departments of the relevant government wherein applications, deeds, documents, letters, undertakings, declarations and instruments or any other document as may be required to be filed in connection with the Agreement in relation to the development of Project;
12. To apply for and obtain such certificates and other permissions and clearances, including, certificates and/ or permissions from the concerned Urban Land Ceiling

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For Ambience Pvt. Ltd.	For Themecounty Private Limited
	
Land Owner Authorised Signatory	Developer Authorised Signatory



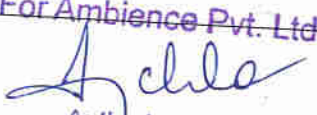
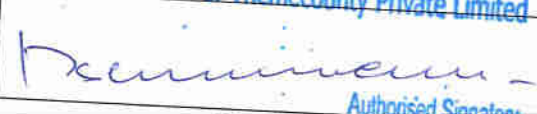


For Thermocount Private Limited

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Authorities, if applicable, Land Conversion Authorities and other authorities as may be required for sanction of the layout and architectural plans and execution of the Project on the Project Land;

13. To sign, execute, modify, cancel, alter, draw, approve all papers, documents, declarations, affidavits, applications, returns, confirmations and consents as may in any way be required to be so done, for and in connection with the sanction of the plans and execution of the Project on the Project Land;
14. To apply for and obtain water, drainage, sewerage, electricity, telephone and/or connections of any other utilities, permits for lifts and also the completion and other certificates from the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities and for that purpose, to sign all papers and documents and/ or representations as may be thought necessary by the Developer and to pay all charges in connection therewith. To pay prescribed government fee and/or charges for obtaining any sanctions, approvals, consents, permissions, water and/or electricity connections, to the concerned governmental department/authority;
15. To apply for and obtain environmental approvals and all other consents and approvals as may be required in connection with the development on the Project Land;
16. To apply for and obtain any license, renewals of license, Approvals, sanctions, consents and registrations and to apply for and obtain transfer of any Approvals, sanctions, consents, and in this regard to make various applications, execute undertakings, affidavits and such other deeds, documents and writings as may be required by the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities, including without limitation, Jal board, electricity board, pollution control board and other statutory authorities under Applicable Laws;
17. To apply for Additional FAR/ FSI and to execute necessary documents, application, affidavits, undertakings and other documents to obtain the Additional FAR/ FSI including representing the Land Owner before concerned authorities in this regard.

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For Ambience Pvt. Ltd.	For Themecounty Private Limited
 Authorised Signatory Land Owner	 Authorised Signatory Developer





For Thermocount Private Limited

Authorized Signatory

18. To develop the Project Land for the Project and to take necessary steps in this regard to encumber, exploit, mortgage of the Project including mortgage of the residential plots forming part of the Project, in favour of banks/financial institutions/non-banking financial companies or any other Person(s) / company(ies) / entity(ies) for any purposes including securing its rights under the Agreement, charge, lease, license, sell or otherwise deal with the buildings/units thereon in any manner as it may deem fit in its absolute discretion;
19. To obtain permission to mortgage from Noida and to sign necessary applications and documents in this regard;
20. To raise loans and/or other financial assistance by mortgaging Project Land as security to such banks/financial institutions/non-banking financial companies/ any Person and execute and register the mortgage deed / charge / memorandum of entry or any other deed or document for creation of any charge or mortgage or encumbrances on the Project Land with concerned Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities / semi-Governmental Authority or any department thereof and to deposit title deeds of the Project Land for such mortgage;
21. To mortgage, encumber, lien or create charge over the Project Land, in favour of any person for obtaining finance facilities from any person, banks / Financial Institutions / FII and any RBI / SEBI Approved PE / VC Fund/Fund houses/FII/FPI, for undertaking the construction and development of the Project, including execution of necessary documents, undertakings, applications or affidavits for the said purposes;
22. To handle and undertake all dealings and transactions with customers / Purchaser(s) / allottees / lessees / licensees etc. pertaining to Marketing, selling, handover and allotment / allocation / lease / licensing etc. of all / any of the plots/spaces in the Project or any part thereof, including negotiating the prices, issuing allotment letters, formulating and deciding the Marketing and sales strategy/policy, setting up customer care centres, site offices for dealing with customers / Purchaser(s) / allottees / lessees / licensees etc.;
23. To receive and pay and/ or deposit all moneys, including court fees and receive refunds and to receive and grant valid receipts and discharges in respect thereof in relation to Project;

For Ambience Pvt. Ltd. 22 <i>[Signature]</i> Authorised Signatory Land Owner	For Themecounty Private Limited <i>[Signature]</i> Authorised Signatory Developer
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Authorized Signatory

For The Ministry of Defense

24. To make and file for insurance claims and other compensations, in respect of the Project Land or any part thereof, at its own cost;
25. To sign and move applications and other documents for obtaining mutation of land, rectification of existing records recording extent of land in the local land records maintained by all concerned authority(ies) including but not limited to revenue, tehsil, Zileadar, Patwari, Assessor & Collector, NOIDA and the like, concerned Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities / semi-Governmental Authority or any department thereof in relation to the Project;
26. To deal, correspond and coordinate with Noida for the purposes of creating Encumbrance/mortgage over the Project/Project Land and the receivables therefrom and to obtain and procure the permission to mortgage from Noida in this regard. To draft and submit all writings, applications, forms, affidavits, declarations and other documents before Noida in this regard.
27. To appear in person to represent before the officers of all concerned local authority(ies), Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities / semi-Governmental Authority or any department thereof, and to give any statement, affidavit, application, undertaking, indemnity bond or any other documents that may be required by the Developer for the purpose of development, implementation and construction of the Project;
28. To file any suit, proceedings, papers etc. and to any legal action or proceedings in relation to the Project and/or the Project Land and for the purpose engage any lawyer/solicitor, senior counsel, finalize and execute the plaint verification, interim application, affidavits, rejoinders, replies and/or file appeals and do all such acts, deeds, matters and things as may be deemed necessary to pursue the suit/legal proceedings and to settle the suit/legal proceeding subject to such terms and conditions as may be thought fit and proper with respect to the Project Land and to represent the Land Owner before any forum / court in this regard;
29. To collect booking amounts, earnest money, sale proceeds, advances, lease rentals, license fee, hire charges, deposits etc. with respect to the Project and to give a valid and effective discharge in relation to the receipt of the sums received pursuant hereto;
30. To collect fixture charges, club membership charges, maintenance charges and/or

For Ambience Pvt. Ltd. <i>[Signature]</i> Authorised Signatory Land Owner	23 For Themecounty Private Limited <i>[Signature]</i> Authorised Signatory Developer
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for Thernecounty Private Limited

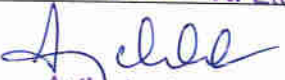
Authorized Signatory

any other payments to be received from the customer / allottees / occupants of the developed plots in the Project and to give a valid and effective discharge in relation to the receipt of the sums received pursuant hereto;

31. To appear before the concerned authorities for registration and/or stamping and/or mutation for any and all developments in the Project and to do various acts, deeds, matters, things and to sign and deliver all writings, applications, forms, affidavits, declarations and other documents in relation to the Project;
32. To appear before the concerned government authority(ies) / competent authority(ies) / statutory authority(ies) / regulatory authorities and/ or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities, including the Registering Authority, Sub-Registrar of Assurances, stamping authorities, notary public for all matters connected with the Project;
33. To appear before notary publics, District Registrars, Sub-Registrars, Registrar of Assurances, Metropolitan and Executive Magistrates and all other officer or officers or other Governmental Authority in connection with the registration of the aforesaid documents and enforcement of all powers and authorities as contained herein and execute documents, get the documents registered;
34. To pay all outgoings, including municipal tax, rent, revenue and other charges whatsoever, payable for and on account of the Project Land and receive refunds and other moneys, including, compensation of any nature, including, those for requisition and/ or acquisition and to grant valid receipts and/or discharges therefore;
35. To give undertakings, assurances and indemnities, as be required for the purposes aforesaid;
36. To appear and represent the Land Owner before all the concerned Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities and/ or officers, make commitments and give undertakings as be required for all or any of the purposes herein contained;
37. To warn off and prohibit, and if necessary, proceed against in due form of law, against all or any trespassers on the Project Land or any parts thereof and to take appropriate steps, whether by legal action or otherwise and to abate all nuisance;

For Ambience Pvt. Ltd.

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 Authorised Signatory	 For Themecounty Private Limited
Land Owner	Developer Authorised Signatory





For Themecounty Private Limited

Authorized Signatory

38. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including any suit or arbitration proceeding and demands touching any of the matters aforesaid or any other matters relating to the Project or any part thereof, and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceeding as aforesaid, before any court, civil, criminal or revenue, small causes court, including the High Court of Allahabad and the Supreme Court of India;
39. To depose in any court of law or before any Governmental Authority on behalf of and in the name of the Land Owner, in any matter concerning the Project;
40. For the purposes aforesaid, to appoint advocates / pleaders / representatives / nominees and sign and execute and verify vakalatnamas, special power of Attorney, warrant of attorney or any other document authorizing such advocates/pleaders/representatives to act and to terminate such authority and to pay fees of such advocates / pleaders / representatives. Further, to sign and verify plaints, written statements, affidavits, petitions, before any court of law, including the High Court and Supreme Court, in any case concerning the Project, either to defend or to institute on behalf of the Land Owner;
41. To sign and submit all papers, applications and documents for having the amalgamation, separation and mutation, if necessary, effected in all public records and with all concerned Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities and/ or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and/ or persons, in respect of the Project Land and if necessary, to deal with such Governmental Authority, to have such separation and mutation effected;
42. To appear before the concerned Governmental Authority(ies) / Competent Authority(ies) / Statutory Authority(ies) / regulatory authorities and/ or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and also all courts and tribunals, for all matters connected with the Project and connections of utilities and sanctioning/ modifications of the layout and architectural plans and other matters relating to the Project Land;
43. To do and execute all acts, deeds, matters and things which are incidental to and

For Ambience Pvt. Ltd.

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For Themecounty Private Limited

 Authorised Signatory	 Authorised Signatory
Land Owner	Developer





For Thermocount Private Limited

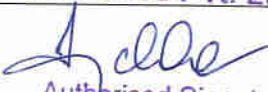
Authorized Signatory

necessary for the implementation of all the powers vested hereinabove, and as may be necessary to be done for and on behalf of and/or by the Land Owner in relation to the Agreement or any other acts, deeds and things that may be required for full exploitation of the rights as granted under the Agreement and/or for implementation of the Agreement and/or the transaction contemplated therein, including but not limited to registration of the Agreement at its own costs and expenses.

44. To generally do any such acts, deeds and things as may be necessary or required to be undertaken in respect of the construction and development of Project and the Project Land, as the Developer may, in its sole discretion, deems appropriate;
45. To further delegate any or all of the powers as mentioned above, to one or more persons and to revoke such delegation of authority at the discretion of the Developer;
46. To sell, transfer, convey, assign the plots/units forming part of the Project or any part thereof to any third party/entity and to receive the consideration amount in the name of the Developer and appropriate the same in any manner that the Developer may deems fit and proper and to appear before and deal with the Registrar and/or any appropriate authority in this regard;
47. To execute Plot/Unit Buyer Agreement including but not limited to undertaking endorsement of Plot/ Unit Buyer Agreement, Agreement to Sell, Sale Deed, Conveyance Deeds, Sub Lease deeds, Lease Deeds, any collaboration agreement, development agreement, general power of attorney, special power of attorney or any other ancillary documents required for assignment, sale, transfer and conveyance of the plots/units forming part of the Project and/or any part thereof in favour of the prospective buyers/purchasers;
48. To appear before any government authorities, including Sub-Registrar Office/Registrar of Assurances, for the execution, stamping and registration of all the writings/ deeds/documents (on behalf of the Land Owner) including but not limited to Plot/Unit Buyer Agreement, Agreement to Sell in relation to plots/units of the Project, Sale Deeds, Conveyance Deeds, Lease Deeds, Sub Lease Deeds any collaboration agreement, development agreement, general power of attorney, special power of attorney or any other ancillary documents required for assignment, sale, convey, lease/license and transfer of the plots/units forming part

For Ambience Pvt. Ltd.

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 Authorised Signatory	For Themecounty Private Limited 
Land Owner	Developer Authorised Signatory





For Themecounty Private Limited

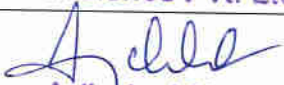
Authorized Signatory

of the Project and/or any part thereof in favour of the prospective buyers/purchasers;

49. To execute from time to time all the agreements/ deeds/ documents on and in any other manner in respect of the plots/units in the Project and also to execute and sign sale, allotment, lease, sub-lease, license, sub-license, conveyance and transfer deeds/ agreements for sale, of the plots/units in the Project in favour of prospective allottee(s)/ transferees, as the Developer may deem fit.
50. To collect and receive from the allottees, lessees, acquirers, occupants, transferees or purchasers of the plots/units of the Project, the entire allotment consideration, lease rentals, license fees, sale consideration, charges or price as aforesaid and appropriate the same and also to receive and collect or demand the rent/ license fee, in case of lease/ license, and maintenance charges from the occupants in the name of the Developer and to sign and execute and/or give proper and lawful discharge for the receipts thereof.
51. To handover the possession of plots/units of the Project and/or any part thereof to the prospective buyers/purchasers.
52. To do all other acts, deeds and things incidental and in connection with execution and registration of the Plot/Unit Buyer Agreement in relation to the plots/units, ATS, Sale Deed, Conveyance Deed, Lease Deeds, Sub Lease Deeds general power of attorney, special power of attorney or any other ancillary documents required for the assignment, sale, convey and transfer of plots/units of the Project or any part thereof.
53. To sign and execute requisite documents, application, affidavits, undertakings, representations before UP-RERA for the Project and to represent the Land Owner before UP-RERA, in this regard and to make necessary statements and representation for such purposes.
54. To deal and coordinate with UP-RERA in relation to the Project on behalf of the Land Owner, and/or to undertake any correspondences, exchanges, dealings, transactions, communications or discussions, in relation to or in connection with the Project and/or the units in the Project and/or to do such other acts, deeds, matters and things which are necessary and expedient for the purposes mentioned

For Ambience Pvt. Ltd.

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 Authorised Signatory	 For Themecounty Private Limited Authorised Signatory
Land Owner	Developer





For Thremecounty Private Limited

Authorized Signatory

herein.

55. To apply for and obtain registration of the Project under UP-RERA and to execute necessary applications, documents, undertakings, affidavits, indemnities on behalf of the Land Owner (wherever required) and to represent the Land Owner (wherever required) before UP-RERA in this regard.
 56. To submit necessary documents and returns with UP-RERA and to represent the Land Owner (wherever required) before UP-RERA in this regard.
 57. To further delegate any or all of the powers as mentioned above for or on behalf of Land Owner, to one or more persons and to revoke such delegation of authority at the discretion of the Developer; and
 58. The Land Owner hereby ratifies and confirm and agree to ratify and confirm all that the Developer does or causes to be done by virtue of this Agreement.
- 8.2 The Land Owner and the Developer hereby agree that the aforesaid rights and entitlements of the Developer cannot be terminated or cancelled.

ARTICLE 9 BRANDING OF THE PROJECT

- 9.1 The Project shall be branded by the Developer at its sole discretion. However, the Developer shall not use the word 'Ambience' and in any way infringe the trademark 'Ambience'

ARTICLE 10 ARTICLES OF ASSOCIATION

- 10.1 In order to secure the fulfillment of obligations of the Land Owner under this Agreement, simultaneously with execution of the Agreement, the Articles of Association of the Land Owner shall be amended to record that:
- (i) the Land Owner has executed this Agreement with the Developer for development of the Project Land and this Agreement shall be irrevocable;
 - (ii) the rights granted to the Developer under the Agreement and the Authority Documents shall be irrevocable; and

For Ambience Pvt. Ltd.	28
 Authorised Signatory Land Owner	 For Themecounty Private Limited Developer Authorised Signatory





For Tirumala Private Limited

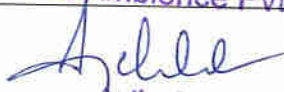
Authorized Signatory

- (iii) No decision shall be taken by the members or board of the Land Owner with respect to the Project/Project Land without prior written consent of the Developer.
- 10.2 The Land Owner hereby agrees and undertakes that the above article of the Articles of Association of the Land Owner shall not be amended without prior written consent of the Developer.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES

- 11.1 Except for the specific disclosures made by the Land Owner in the Disclosure Letter, the Land Owner hereby represents and warrants as follows:
- (i) The Land Owner is the lawful owner of leasehold rights and in vacant, peaceful and physical possession of the Project Land, with all rights appurtenant thereto.
 - (ii) The Project Land is clear from all defects in title/ ownership. The Land Owner has the clear and marketable title of the Project Land.
 - (iii) The Project Land is free from all encroachments and the Encumbrances.
 - (iv) No receiver, trustee or manager has been appointed over the whole or any part of the Project Land and/or the Land Owner.
 - (v) The Land Owner is in peaceful possession and enjoyment of the Project Land and that there are no tenants, occupants or squatters on the Project Land.
 - (vi) There is no action or inaction which could render the transactions contemplated by this Agreement as void/ unenforceable or untenable under law.
 - (vii) No Person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Project Land and the Land Owner is absolutely entitled to deal with the Project Land as it deem fit.
 - (viii) The Land Owner has not entered into any agreement(s) for sale sub-lease or alienation in any manner whatsoever or any other arrangement(s) for

For Ambience Pvt. Ltd. 29

 Authorised Signatory	 Authorised Signatory
Land Owner	Developer



for The Mescony Private Limited

Authorized Signatory



development or otherwise of the Project Land with any other Person(s), nor have they issued any power(s) of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with the Project Land in any manner howsoever.

- (ix) The Land Owner represents that apart from the Noida Dues, no other amounts are payable to Noida Authority for the Project Land on Execution Date.
- (x) The Project Land or any part thereof is not subject to any acquisition and there are no acquisition proceedings pending or threatened. Further, the Project Land is not subject to any attachment by any Governmental Authority or lender or creditor or other person, including any revenue authority.
- (xi) The Land Owner has all relevant data and papers in connection with the ownership and title of the Project Land. There are no outstanding loans, dues with any of the authorities, banks, companies, individuals etc. on the Project Land and the Project Land is not subject matter of any dispute, charge, lien or Encumbrance.
- (xii) The Project Land is not subject to any litigation, arbitration, prosecution, proceedings, dispute, investigation or the subject matter of any other legal dispute. Further, the Land Owner is not in receipt of any notice relating to any investigation or enquiry, nor has it received any notice of any order, decree, decision or judgment of, any court, tribunal, arbitrator, quasi-judicial authority, Governmental Authority or regulatory body, in relation to the Project Land.
- (xiii) There is no litigation, disputes, or Encumbrances of any nature on the Project Land and the Owner has not received any notice from any statutory body or Governmental Authority or Noida Authority which affects or may affect the (i) Project Land and there is no prohibitory order or orders of attachment on the Project Land and from any other Governmental Authority for taxes, rates, levies or cesses, lawfully payable.
- (xiv) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against the Land Owner at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may result in any material impairment of ability of the Land Owner to perform its obligations under this Agreement.

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For Ambience Pvt. Ltd.	For Themecounty Private Limited
	
Authorised Signatory	Authorised Signatory
Land Owner	Developer



For the County Private Limited

Authorized Signatory



- (xv) Land Owner has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction.
- (xvi) the Land Owner shall not: (i) deal with the Project Land in any manner except as per the terms of this Agreement, (ii) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project Land (or any part thereof); and (iii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project Land (or any part thereof).
- (xvii) The Lease Deed is valid and subsisting.
- (xviii) Neither there is any default, nor any notice of default has been issued under the Lease Deed, except delay in payment of Noida Dues, which shall be paid and borne by the Developer.
- (xix) The Lease Deed is valid and subsisting, and the same has not been terminated or rescinded.
- (xx) The Land Owner has not received notices from Noida regarding cancellation or default with respect to the Project Land.
- (xxi) All the representations and warranties are valid notwithstanding any information or document furnished to or findings made by the Developer during any due diligence exercise and no such information, document or finding shall limit the liability of the Land Owner hereunder.
- (xxii) The Land Owner hereby acknowledges and confirms that the Developer has agreed to execute the present Agreement on the basis of representations and warranties made by the Land Owner.
- (xxiii) On the Execution Date there is no boundary dispute of the Land Owner with any person or any Governmental Authority with respect to any adjoining properties in relation to the Project Land.
- (xxiv) The Land Owner is fully competent to sign, deliver and perform this Agreement without having recourse to any other person(s) and no consent

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For Ambience Pvt. Ltd.  Authorised Signatory Land Owner	For Themecounty Private Limited  Developer Authorised Signatory
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For Thermocount Private Limited

Authorized Signatory



permission, sanction or approval of any third party is required for this purpose.

- (xxv) That no consent or governmental approval is required on the part of Land Owner in connection with the execution, delivery and performance of this Agreement to which it is a party, the compliance by it with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby.
- (xxvi) The signature, delivery and performance of this Agreement does not violate any provisions of Applicable Laws, judicial order or judgment.
- (xxvii) The Land Owner is not precluded or restricted by the terms of any contract, agreement or other instrument from entering into this Agreement and executing the documents and agreements provided for herein or the consummation of the transactions contemplated hereby.
- (xxviii) The Land Owner has been regularly paying all taxes including cesses, premium, registration dues and other statutory outgoings with respect to the Project Land and all taxes, charges, fee, levy etc. levied even if with retrospective effect, qua the Project Land the same shall be paid by the Land Owner. There are presently no overdues of property taxes, municipal taxes or any other taxes in relation to the Project Land except the Noida Dues which shall be borne and paid by the Developer.
- (xxix) There are presently no high tension or low tension electrical lines passing through or over the Project Land.
- (xxx) Save and except as disclosed in this Agreement, there are no road, present or future passing through the Project Land boundary.
- (xxxi) On the Execution Date there are no land required to be handed over to the Government, Government Authorities, municipal corporation, other civic bodies for roads or amenity spaces.
- (xxxii) The Project Land is contiguous pieces of land.
- (xxxiii) On the Execution Date there are no landlocked land within the Project Land over which any third party has any rights, whether of ownership or otherwise.

For Ambience Pvt. Ltd. <i>A. Chandra</i> Authorised Signatory Land Owner	32 For Themecounty Private Limited <i>Devin Kumar</i> Developer Authorised Signatory
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For Hire County Private Limited

Addressed Stamp



- (xxxiv) On the Execution Date there are no prohibitory, statutory or restrictive orders of any nature which would restrict the Developer from entering into this Agreement and alienating the Project Land.
- (xxxv) On the Execution Date there are no wealth tax, sales tax or any other taxation proceedings either for recovery or otherwise initiated by any taxation authorities or local authorities pending whereby the rights of the Land Owner to deal with the Project Land are in any way affected.
- (xxxvi) On the Execution Date there are no religious structures (i.e. temples, dargahs, mosques etc) tomb, burial ground and/or cremation structure on the Project Land and there is no burial ground and/or cremation structure in the vicinity of 100 meters of the Project Land.
- (xxxvii) The Land Owner has disclosed all material facts affecting the title and/or otherwise in respect of the Project Land to the Developer.
- (xxxviii) That this Agreement has been drafted by mutual consultation and agreement of the Parties and hence, any rule of statutory interpretation or construction interpreting agreements against a party primarily responsible for drafting an agreement shall not be applicable to this Agreement.
- (xxxix) On the Execution Date the Project Land or any part thereof is not affected by any notice of acquisition or requisition, and there are no claims from any Governmental Authority or otherwise received by it, with respect to the Project Land nor are there any proceedings pending or initiated against Land Owner under the provisions of Income Tax Act, 1961, the Public Demands Recovery Act; which may adversely affect the Project Land or performance under this Agreement. On the Execution Date there are no parcels of land within the Project Land over which any Government or Government Authorities or any other local authorities have any rights.
- (xl) No easementary rights/right of way passing through the Project Land have been granted by the Land Owner or their predecessors in title in favour of any party
- (xli) The Land Owner is not in default or aware of any circumstances that may result in it being in default, under any agreement, where a consequence of such default could negatively affect or impair its title to the Project Land or grant of Development Rights to the Developer as contemplated in this Agreement.

For Ambience Pvt. Ltd. <i>[Signature]</i> Authorised Signatory Land Owner	33 For Themecounty Private Limited <i>[Signature]</i> Authorised Signatory Developer
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For: The Government of India

Authorized Signatory

- (xlii) The Land Owner has not entered into any agreements, understandings (whether written, oral or otherwise) and/or in relation to any obligations entered into and undertaken by it, in connection with the Project Land and/or the transactions contemplated herein, or any agreement for sale, estate contract, agreement to sell, development agreements, collaboration agreements, construction contract, or other similar or analogous agreements or arrangements for alienation in any manner, whatsoever, in relation to the Project Land or any other arrangement for development on the Project Land where under any Person has a contractual right or obligation or commitment to acquire an estate or interest in the Project Land, or which may hinder the consummation of the transactions contemplated hereunder or defeat the purpose of this Agreement, nor has it issued any power of attorney or any other authority, oral or otherwise empowering any other person to deal with the Project Land in any manner, howsoever, save and except the GPA.
- (xliii) The Land Owner is in compliance with all the provisions of the Applicable Law, and other statutory provisions in relation to the Project Land. The Land Owner has not received any notice for any act, matter or thing, which constitutes a breach of any orders, regulations and bye-laws (statutory or otherwise) made by any Governmental Authorities, from time to time, in respect of the Project Land; nor are there any facts or circumstances, or any act done by it, which can reasonably be expected to result in any Governmental Authorities issuing a notice to it in relation to the above.
- (xliv) The Land Owner is not aware of any legal impediments or restrictions for grant of Development Rights to the Developer to develop the Project in the manner contemplated hereby.
- (xlv) The Land Owner shall ensure that each of the representation contained in the preceding sub- clauses shall remain true complete and effective throughout the development of the Project Land by the Developer in the manner contemplated in this Agreement.
- (xlvi) On the Execution Date no part of the Project Land belongs to or stands vested in the gram sabha, panchayat, besi land or any other person/government-semi government body.
- (xlvii) On the Execution Date no part of the Project Land is forest land (either protected forest or reserved forest or private forest) or gair mumkin pahar.

For Ambience Pvt. Ltd.

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 Authorised Signatory Land Owner	For Themecounty Private Limited  Authorised Signatory Developer
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for Theemacount Private Limited

Authorized Signatory

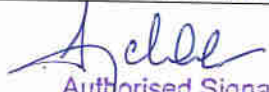


- (xlvi) On the Execution Date the Project Land or any part thereof is not affected by any reservation, designation and/ or acquisition and no part of the Project Land has been handed over or agreed to be handed over or required to be handed over to any authority towards set-back or road widening or for any other reason.
- (xlix) All the representations and warranties are valid notwithstanding any information or document furnished to or findings made by the Developer during any due diligence exercise.
- (l) On the Execution Date the Project Land or any part thereof is not subject to any order issued under Section 20(1) of the Urban Land (Ceiling and Regulation) Act, 1976 and/ or does not come within the purview of any law pertaining to Wetlands and/ or Indian Forests Act, 1927. Further, the Owner confirms that it has not received any notices and/ or orders under the aforesaid statutes in respect of the Project Land or any part thereof.
- (li) No adivasi, tribal and/ or minor owns the Project Land or any part thereof at any time
- (lii) The Project Land shall be developed and constructed as per the Lease Deed and the Applicable Law and there is no bar or prohibition under the Lease Deed and the applicable laws in respect of such construction and development over the Project Land.
- (liii) No event has occurred that could be expected to result in the suspension, revocation, termination or material adverse under the Lease Deed.
- (liv) Except as disclosed to the Developer there are no drains, sewers, cables, water pipes, gas pipes, high tension cables/wires passing through or over the Project Land which will prejudicially affect the development and construction on the Project Land.
- (lv) There are no suits nor any proceedings (pending or disposed off) nor any *lis pendens* or other notices of any attachment, either before or after judgment, pending in respect of the Project Land or any part thereof whereby the rights of the Land Owner to deal with the same or any portion thereof are in any way affected or jeopardized.

For Ambience Pvt. Ltd.

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For Themecounty Private Limited

 Authorised Signatory	 Authorised Signatory
Land Owner	Developer





For Karnataka Private Limited

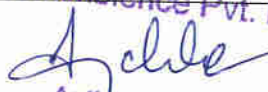
Authorized Signatory

- (lvi) The Land Owner is not a party to, and the Project Land is not affected by, any agreement or instrument or subject to any restriction which would materially and adversely affect Project Land, or the business, properties or assets, operations or condition, financial or otherwise of the Land Owner.
- (lvii) On the Execution Date the Project Land or any part thereof does not fall under the category of a Prohibited Area or a Regulated Areas as defined and prescribed under the Ancient Monument and Archaeological Site and Remains (Amendment and Validation) Act, 2010 or the Ancient Monument and Archaeological Site and Remains (framing of heritage bye-laws and Other Functions of the Competent Authority) Rules, 2011.
- (lviii) The Project Land has adequate access from the main road.
- (lix) The Land Owner has not generated, stored, treated, disposed of, used, caused to be used, or permitted the use of hazardous materials other than in compliance with all applicable environmental laws.
- (lx) The Project Land is neither the subject matter of any HUF (Hindu Undivided Family) nor do they belong to a Joint Hindu Family and no part of the Project Land is owned by any minor and/ or no minor has any right, title, interest and claim or concern of any nature whatsoever with the Project Land.

11.2 The Land Owner and the Developer hereby represent and warrant to each other that:

- (i) Each Party has full power, authority, legal right and capacity to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes its legal, valid and binding obligation enforceable against it, in accordance with its respective terms.
- (ii) Each Party is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and that each Party has full power and absolute authority to execute, deliver and perform this Agreement.
- (iii) Each of the representations and warranties made by each of the Parties, in terms as aforesaid, is separate and independent and none of the aforesaid representations and warranties shall be treated as qualified by any actual or constructive knowledge on the part of the other Parties or any of their respective agents, Representatives, officers, employees or advisers.

36

For Ambience Pvt. Ltd.  Authorised Signatory Land Owner	For Themecounty Private Limited  Authorised Signatory Developer
---	--



For Thermocount Private Limited

Authorized Signatory



- (iv) This Agreement constitutes a legal, valid and binding obligation, and is enforceable against each Party in accordance with its terms.
- (v) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which such Party is a party or by which such Party or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws.
- (vi) Each Party has no knowledge of any violation or default or any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on such Party's ability to perform its obligations under this Agreement.
- (vii) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

ARTICLE 12 SALES AND MARKETING

- 12.1 The Developer shall be entitled to book, allot, sell or sub lease the Saleable Area of the Project at a time and in a manner decided by it in accordance with Applicable Laws.
- 12.2 All agreements/documents for sale/lease of the saleable area including the flat buyer agreements, sub-lease/license agreements and conveyance, sub-lease deeds for the Saleable Area shall be executed in favour of the prospective buyers by the Land Owner acting through the Developer in terms of Article 8 above and the Authority Documents and the Developer jointly.

ARTICLE 13 INDEMNIFICATION

For Ambience Pvt. Ltd. 37  Authorised Signatory Land Owner 	For Themecounty Private Limited  Authorised Signatory Developer 
--	--

For Thremecounty Private Limited

Authorized Signatory



- 13.1 The Land Owner ("**Defaulting Party**") hereby agrees to indemnify and hold harmless the Developer, its officers, employees, shareholders, directors and affiliates ("**Non-Defaulting Party**") from actual losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the following.
- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
 - (ii) any willful act of omission or commission, breach, misrepresentation, misconduct or negligence by the Defaulting Party, as the case may be, of any covenant, agreement, representation, warranty or other obligation contained in this Agreement.
- 13.3 The Land Owner including its shareholders and directors agree to indemnify and hold harmless the Developer, its officers, employees, shareholders, directors and affiliates from actual losses, liabilities, claims, costs, charges, actions, proceedings, third party claims, damages, including but not limited to, interest, penalties with respect thereto and out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements) that have arisen from claims resulting from or relating to or arising out of or in connection with the defect in the title of the Land Owner to the Project Land.
- 13.4 The Developer shall indemnify the Land Owner for any financial loss, dues or liability actually incurred by the Land Owner in relation to or on account of the Funding raised by the Developer for the Project.
- 13.5 The Developer hereby agrees to indemnify the Land Owner for any actual loss suffered by the Land Owner as a result of the following:
- Appointment/registration of the Land Owner as the co-promoter under RERA with UP-RERA with respect to the Project Land;
 - Creation of mortgage over the Project Land and execution of various documents in favour of the prospective lender(s) in accordance with terms of this Agreement;
 - Delay / non-payment of Noida Dues by the Developer; or

For Ambience Pvt. Ltd.	38	For Themecounty Private Limited
 Authorised Signatory Land Owner		 Authorised Signatory Developer



for Themecounty Private Limited

Authorized Signatory



- Exercise of General Power of Attorney and Special Power of Attorney by the Developer provided under this Agreement in relation to initiating or defending litigations on the Project Land and representing the Land Owner in various forums.

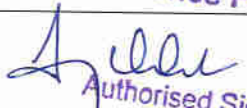
Provided that the Developer shall not be liable to indemnify the Land Owner if any such loss is suffered by the Land Owner on account of any act or omission of the Land Owner and any defect in the title of the Project Land.

ARTICLE 14 DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

- 14.1 **Amicable Settlement:** In case of any dispute or claim arising out of or in connection with or relating to this Agreement, the Parties shall attempt to first resolve such dispute or claim through amicable discussions.
- 14.2 **Governing Law & Jurisdiction:** This Agreement shall be governed by and construed in accordance with the laws of the India and shall, subject to the provisions of dispute resolution mechanism stated herein above, be subject to the exclusive jurisdiction of the appropriate courts in Uttar Pradesh only.

ARTICLE 15 MISCELLANEOUS PROVISIONS

- 15.1 **No Partnership:** The Parties have entered into this Agreement on principal to principal basis and that nothing stated herein shall be deemed or construed as a partnership between them nor shall it be construed as association of persons in any manner, nor will the same bind them except to the extent specifically stipulated herein.
- 15.2 **Waiver:** No waiver of any of the terms of this Agreement shall be effective unless made in writing and no waiver of any particular term shall be deemed to be a waiver of any other term.
- 15.3 **Taxes:** Each Party hereto shall pay and discharge their respective tax liabilities and all their personal debts and shall indemnify and keep indemnified and harmless the other from and against all claims, charges, proceedings, penalties in respect of any default or failure to pay or discharge such liabilities and debts.

For Ambience Pvt. Ltd. 39  Authorised Signatory	For Themecounty Private Limited  Authorised Signatory
Land Owner	Developer



for The County Private Limited

Authorized Signatory



15.4 **Costs, Stamp Duty & Registration:** The Parties shall get this Agreement registered. The cost of registration and stamp duty payable thereon shall be paid by the Developer. However, it is agreed that non-registration of this Agreement shall not take away or affect any rights of the Developer or the Land Owner.

15.5 **Notice:** All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post, registered mail, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the Parties shall be addressed as follows:

To Land Owner:

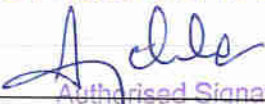
Attention: Mr. Aman Gehlot
Address: L-4, Green Park Extension, New Delhi-110016
Email: compliance@ambienceisland.com
Contact No.: 011-26195042

To Developer:

Address: A-39, First Floor, Sector-63, Noida - 201301
Attention: Mr. Sandip Kumar Pandit
Email: sandippandit.ca@gmail.com

15.6 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part shall not affect the validity of the balance Agreement provided the fundamental terms of the Agreement are not altered. If any requirement, restriction or undertaking herein is (i) found by any court or other competent authority to be void or unenforceable; or (ii) requires any authorization, Approval or consent which is not granted, the Parties shall negotiate in good faith to replace such void or unenforceable requirement, restriction, undertaking or lack of Approval, consent or authorization with a valid provision which, as far as possible, has the same commercial effect as that which it replaces.

15.7 **Force Majeure:** The time limits provided in this Agreement shall not apply in case of Force Majeure Events i.e. events which are beyond the control of any Party and the said time limits shall be extended by the period of the said Force Majeure Events. For the purposes of this Agreement, the Force Majeure Events means and includes without limitation (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or

40	
For Ambience Pvt. Ltd.	For Themecounty Private Limited
 Authorised Signatory	 Authorised Signatory
Land Owner	Developer





for Themecounty Private Limited

Authorized Signatory

terrorists attacks, sabotage, epidemic; (d) the promulgation of or any amendment in any law or policy of the Governmental Authority which prevents the construction and development to proceed as agreed in this Agreement; (e) any defect in the title of the Project Land; or (f) any other event or circumstance analogous to the foregoing.

- 15.8 **Assignment:** The Developer shall be entitled to assign its rights under this Agreement to any person without any reference or approval from the Land Owner but without additional risk, responsibility and obligation of the Land Owner in this regard.

The Land Owner shall not be entitled to assign its rights under this Agreement to any person without prior consent of the Developer.

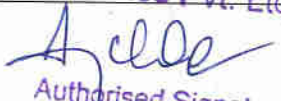
- 15.9 **Termination:** This Agreement shall be irrevocable and shall not be terminated by either of the Party.

- 15.10 **Specific Performance:** The Parties agree and acknowledge that compensation shall not be an adequate remedy for the Developer and in the event, Land Owner breaches or does not perform any of its obligations hereunder, the Developer shall have the right to seek the remedy of specific performance to enforce specifically the performance of the terms and provisions of this Agreement, without any necessity of proof of damage and if the Developer institutes any action or proceeding to specifically enforce the provisions thereof, the Land Owner shall:

- (i) waive the claim or defence therein that such party has an adequate remedy at law against such specific performance; and
- (ii) confirm that it shall not offer in any such action or proceeding the claim or defence that such remedy at law exists against such specific performance.

- 15.11 **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the Parties relating to the subject matter herein and supersede any and all prior discussions, communications, negotiations, understanding, agreements, or contracts, whether written or oral. No modification of, or amendment to, this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the Parties.

- 15.12 Notwithstanding anything written hereinabove in this Agreement or in any other document(s) it is specifically agreed between the Parties that this Agreement shall become null and void in case the demand drafts mentioned in Clause 4.1 of this Agreement are not encashed upon their timely presentation thereof.

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For Ambience Pvt. Ltd.	For Themecounty Private Limited
	
Authorised Signatory	Authorised Signatory
Land Owner	Developer





For the account Private Limited

Authorized Signatory

15.13 **Counterparts:** This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date set forth above.

Signed and delivered by Land Owner
AMBIENCE PRIVATE LIMITED

Signed and delivered by the Developer
THEMECOUNTRY PRIVATE LIMITED

For Ambience Pvt. Ltd.


Authorised Signatory

Name: Mr. Aman Gehlot
Designation: Authorised Signatory

For Themecountry Private Limited


Authorised Signatory

Name: Mr. Ashwin Kumar Gupta
Designation: Authorised Signatory

WITNESSES:

1. 
S/o Gopi Kaul - Ila
A-39, Sector-63
Noida

2



For Ambience Pvt. Ltd.

42

 Authorised Signatory	 Authorised Signatory
Land Owner	Developer



बही संख्या 1 जिल्द संख्या 11583 के पृष्ठ 153 से 306 तक
क्रमांक 7568 पर दिनांक 18/11/2022 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


यशवन्त कुमार सिंह

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

18/11/2022



For The County Private Limited

Authorized Signatory

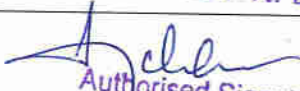
For The County Private Limited

Authorized Signatory

SCHEDULE A

DESCRIPTION OF THE PROJECT LAND

A lease hold Group Housing Plot No. GH-01, admeasuring 1,13,529.27 Sqr. Mtrs., situated at Sector 115, Noida, Uttar Pradesh

For Ambience Pvt. Ltd.  Authorised Signatory	43 For Themecounty Private Limited  Authorised Signatory
Land Owner	Developer



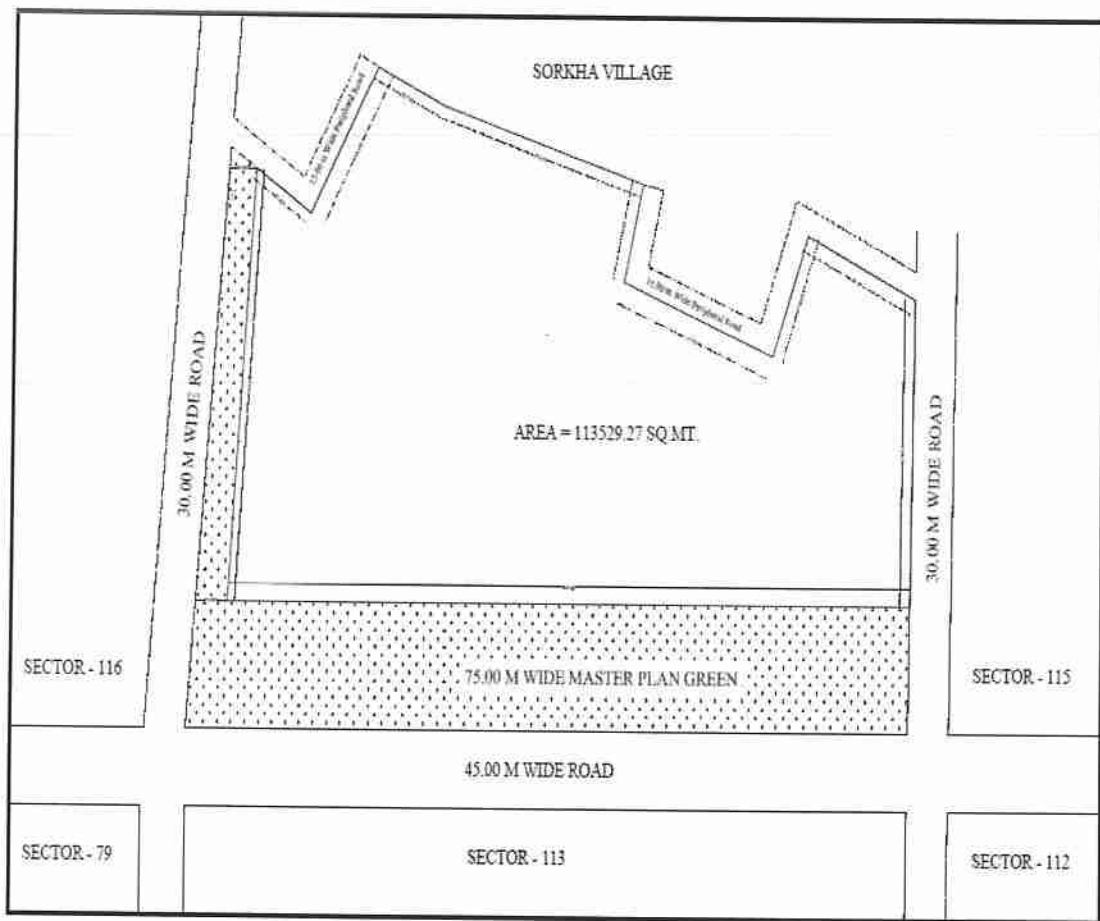


Eastman Kodak Company Private Limited

Authorized Signatory

ANNEXURE A

Copy of the Map of the Project



For Ambience Pvt. Ltd.

44

For Themecounty Private Limited

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

Land Owner

Developer



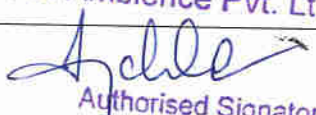


Thermecon Private Limited

Authorized Signatory

Annexure B

Format of the General Power of Attorney

For Ambience Pvt. Ltd. 45	
 Authorised Signatory	 For Themecounty Private Limited Authorised Signatory
Land Owner	Developer



For: Kinross County Private Limited

Authorized Signatory



WITNESSES:

1.

2.

SCHEDULE A
Details of the Project Land

A leasehold Group Housing Plot No. GH-01, admeasuring 1,13,529.27 Sqr. Mtrs., situated at Sector 115, Noida, Uttar Pradesh.

For Ambience Pvt. Ltd. 59

 Authorised Signatory	 For Themecounty Private Limited
Land Owner	Developer Authorised Signatory





For Pharmacy Private Limited

Authorized Signatory

ANNEXURE C

Format of the Special Power of Attorney

60	
For Ambience Pvt. Ltd. <i>[Signature]</i> Authorised Signatory Land Owner	For Themecounty Private Limited <i>[Signature]</i> Developer Authorised Signatory





Authorised Signatory

Authorised Signatory

SCHEDULE A
Details of the Project Land

A leasehold Group Housing Plot No. GH-01, admeasuring 1,13,529.27 Sqr. Mtrs., situated at Sector 115, Noida, Uttar Pradesh.

73	
For Ambience Pvt. Ltd.  Authorised Signatory	For Themecounty Private Limited  Authorised Signatory
Land Owner	Developer



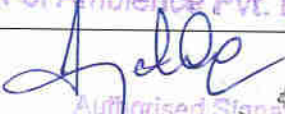
for Themecounty Private Limited

Authorized Signatory



ANNEXURE D
Disclosure Letter

NIL

74	
For Ambience Pvt. Ltd.  Authorized Signatory	For Themecounty Private Limited  Authorized Signatory
Land Owner	Developer



For Thermecounty Private Limited

Authorized Signatory



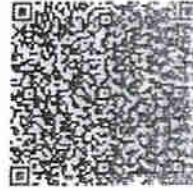


भारत सरकार
GOVERNMENT OF INDIA



अमन गहलोत
Aman Gehlot

जन्म वर्ष / Year of Birth : 1986
पुरुष / Male



8224 2244 0342

आधार — आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: S/O राज सिंह गहलोत, ए-४,
मैफेयर गार्डन, हाउज ख़ास, हाउज ख़ास,
माउथ वेस्ट दिल्ली, दिल्ली, 110016

Address: S/O Raj Singh Gehlot,
A-4, MAYFAIR GARDEN, Hauz
Khas, Hauz Khas, South West
Delhi, Delhi, 110016



1947
1800 180 1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No.1947,
Bengaluru-560 001

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMBIENCE PRIVATE LIMITED



14/04/1986

Permanent Account Number

AAACA0541K

20092011

Agel

Dated : 18.11.2022

To,

The Asstt. General Manager,
Bank of Baroda
(previously Vijaya Bank),
D-65, Hauz Khas,
New Delhi.

Reg. : Attestation of Signature.

Dear Sir,

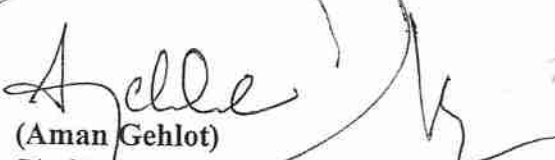
I am maintaining an Account No. 22750100014524 in the name of Sh. Aman Gehlot with your branch.

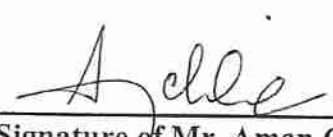
You are requested to please attest my signature. The same is required to be submitted with Bank/FI.

I hope you would do the needful and oblige.

Thanking you,

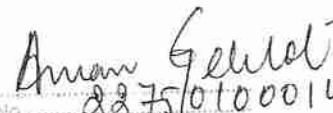
Yours faithfully,


(Aman Gehlot)
S/o Sh. Raj Singh Gehlot
A-4&5, Mayfair Garden,
New Delhi


Signature of Mr. Aman Gehlot

Attested



Signature of 
Holder of A/c No. 22750100014524
Number as per Specimen
Incurred With Us Without Incurring Our (any)
Liability of The Any Official
Bank of Baroda

By 
D-65, Hauz Khas, New Delhi-16
जोबुला नगेरते
N-1062
प्रबन्धक

18/11/2022

VANDANA GRIHA NIRMAN LIMITED

CIN U45201WB1996PLC082079

42 SHIBTALA ST, KOLKATA – 700007

Phone no. 033-22743738, e-mail-rblvgnl42@gmail.com

15th November, 2022

To,

The Branch Manager

Yes Bank

Ghaziabad (UP)

Ref : A/c No 012763700000973

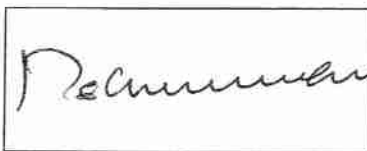
Subject : Verification of Photo & Signature.

Dear Sir/ Madam,

We are holding a current account no 012763700000973 in the name of Vandana Griha Nirman Ltd with your branch.

We would like request you to please verify the signature and photo form your record of the authorized signatory for the above mentioned account number. Photo & Signature of authorized signatory are as below:

Signature



Photograph

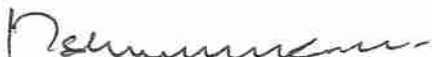


WITHOUT RESPONSIBILITY ON THE PART OF THE BANK OR THE SIGNING OFFICER, WE CONFIRM THAT THIS SIGNATURE AGREES WITH THE SPECIMEN HELD ON OUR RECORDS IN AC No. 012763700000973. For YES BANK LTD, Indrapuram, Ghaziabad

Authorized Signatory
S/G 6394010 Date 15/11/22

Thanking you,

For VANDANA GRIHA NIRMAN LIMITED



Authorized Signatory
(Ashwin Kumar Gupta)
Authorized Signatory

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF THEMECOUNTY PRIVATE LIMITED HELD ON MONDAY, 26TH SEPTEMBER, 2022 AT 3.00 PM AT THE REGISTERED OFFICE OF THE COMPANY AT A-39, SECTOR-63, NOIDA-201301

The Chairman informed the Board that Ambience Private Limited currently have lease hold rights and in possession of Group Housing Plot No. GH-01, admeasuring 1,13,529.27 Sqr. Mtrs., situated at Sector 115, NOIDA (Project Land).

Ambience has approached the Company to develop the said residential housing plot and construct group housing residential dwelling units.

Copy of the draft Development Agreement and other related documents proposed to be executed with Ambience Private Limited were placed before the Board.

It was further informed that in terms of the draft Development Agreement the entire Development Rights in relation to the Project Land will be in favour of the Company and the Company will be solely authorized to undertake the development, construction, sale and marketing of a group housing project and/or any other nature of development as may be decided.

It was accordingly proposed to execute and register the Development Agreement with Ambience Private Limited and severally authorize Mr. Ashwin Kumar Gupta and/or Mr. Sandip Kumar Pandit and/or Mr. Ajay Kumar Jha, officials of the Company to negotiate, finalize and execute the Development Agreement and arrange the registration of the same with the Sub Registrar, Noida.

The Board after discussion passed the following resolution

“RESOLVED THAT the consent of the Board be and is hereby accorded to the Company to enter into a Development Agreement (DA) with Ambience Private Limited to develop and execute Residential Housing Project at Plot No. GH-01, admeasuring 1,13,529.27 Sqr. Mtrs., situated at Sector 115, NOIDA.

RESOLVED FURTHER THAT the draft Development Agreement to be executed with Ambience Private Limited be and is hereby approved and Mr. Ashwin Kumar Gupta and/or Mr. Sandip Kumar Pandit and/or Mr. Ajay Kumar Jha, officials of the Company be and are hereby severally authorized to negotiate, finalise, alter, modify, amend as may be necessary and execute the Development Agreement and other related papers/documents for and on behalf of the Company.

RESOLVED FURTHER THAT the common seal of the Company, if required, be affixed on the Development Agreement in the presence of either Mr. Amit Modi or Mr. Manoj Ramsisaria, Directors of the Company.

For Themecounty Private Limited

 Director

REGD. OFF: A-39, FIRST FLOOR, BLOCK-A, SECTOR-63, NOIDA
 GAUTAM BUDDHA NAGAR, 201301, UTTAR PRADESH, INDIA
 CIN: U70109UP2022PTC167779
 E-MAIL: SANDIPPANDIT.CA@GMAIL.COM

RESOLVED FURTHER THAT Mr. Ashwin Kumar Gupta and/or Mr. Sandip Kumar Pandit and/or Mr. Ajay Kumar Jha, officials of the Company are also severally authorized to represent the Company before the Statutory/Regulatory Authority including Sub Registrar, NOIDA for seeking and obtaining approvals/ permissions, if any and registration of the executed Development Agreement and to do all such other acts, deeds and things as may be required in this regard."

For THEMECOUNTY PRIVATE LIMITED

For Themecounty Private Limited

P. Agrawal
Director

PUSPAHAS AGRAWAL

Director

DIN: 00454239

House No. 51, Sector 15A

NOIDA- 201301



भारत सरकार
GOVERNMENT OF INDIA



AJAY KUMAR JHA

जन्म तिथि / DOB: 22/07/1972

पुरुष / MALE

Mobile No.: 8860601633

Issue Date: 17/07/2021

6991 7408 4481

मेरा आधार, मेरी पहचान

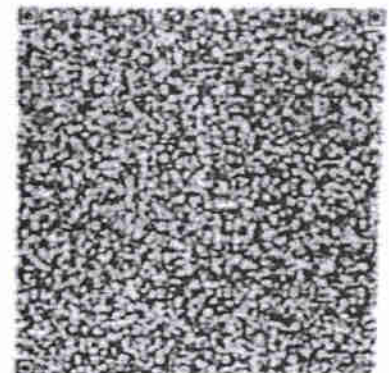


भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



Address:

Ajay Kumar Jha, Flat No. 1873 Tower - I,
7th Avenue Gaur City, Plot No. GH -01
Sector - 4 Greater Noida West, Gautam
Buddha Nagar **, Gautam Buddha
Nagar, Uttar Pradesh - 201301



6991 7408 4481



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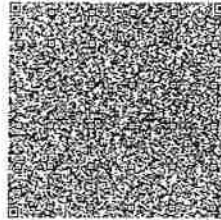
भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

नामांकन क्रम/ Enrolment No.: 2017/94002/40221

To
अश्विन कुमार गुप्ता
Ashwin Kumar Gupta
S/O: Padam Kumar Gupta
Flat No.- 1003, Tower - 5
Orange County
Ahinsa Khand - 1
Indirapuram
Shipra Sun City
Ghaziabad Uttar Pradesh - 201014
9899999290

Validity unknown
Details of the
UNIQUE IDENTIFICATION
AUTHORITY (UIDAI) as
on: 2017-02-28 20:25
UTC



आपका आधार क्रमांक / Your Aadhaar No. :

9590 2477 2664

VID : 9175 6168 4848 6666

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



अश्विन कुमार गुप्ता
Ashwin Kumar Gupta
जन्म तिथि/DOB: 08/10/1979
पुरुष/ MALE

9590 2477 2664

VID : 9175 6168 4848 6666

मेरा आधार, मेरी पहचान



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

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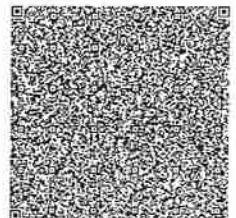


भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



पता:
आत्मज: पदम कुमार गुप्ता, फ्लैट नं.- 1003, टॉवर - 5,
ऑरेंज काउंटी, अहिंसा खंड - 1, इन्दिरापुरम, शिप्रा सुन
सिटी, गाजियाबाद,
उत्तर प्रदेश - 201014

Address:
S/O: Padam Kumar Gupta, Flat No.- 1003,
Tower - 5, Orange County, Ahinsa Khand - 1,
Indirapuram, Shipra Sun City, Ghaziabad,
Uttar Pradesh - 201014



9590 2477 2664

VID : 9175 6168 4848 6666

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ई- स्थायी लेखा संख्या कार्ड
e - Permanent Account Number (e-PAN) Card
AAJCT5443N

नाम / Name

THEMECOUNTY PRIVATE LIMITED

निगमन/गठन की तारीख

Date of Incorporation / Formation

18/07/2022



Signature valid

Digitally signed by
Income Tax Dept.
Date: 2022.07.18 03:41:08
GMT+05:30

- ✓ Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, tax demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a taxpayer. स्थायी लेखा संख्या (पैन) एक कर्दाता से संबंधित विभिन्न दस्तावेजों को जोड़ने में आयकर विभाग को सहायक होता है, जिसमें करों के भुगतान, आकलन, कर मांग, टैक्स बकाया, सूचना के मिलान और इलेक्ट्रॉनिक जानकारी का आसान रखरखाव व बहाली आदि भी शामिल है।
- ✓ Quoting of PAN is now mandatory for several transactions specified under Income Tax Act, 1961 (Refer Rule 114B of Income Tax Rules, 1962) आकर अधिनियम, 1961 के तहत निर्दिष्ट कई लेनदेन के लिए स्थायी लेखा संख्या (पैन) का उल्लेख अब अनिवार्य है (आयकर नियम, 1962 के नियम 114B, का संदर्भ लें)
- ✓ Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. एक से अधिक स्थायी लेखा संख्या (पैन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का दंड लगाया जा सकता है।
- ✓ The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword to search this specific Mobile App on Google Play Store is "Enhanced QR Code Reader for PAN Card". मिलाया पैन कार्ड में एनहांस्ड क्यूआर कोड शामिल है जो एक विशिष्ट एंड्रॉइड मोबाइल ऐप द्वारा पठनीय है। Google Play Store पर इस विशिष्ट मोबाइल ऐप को खोजने के लिए कीवर्ड "Enhanced QR Code Reader for PAN Card" है।

Cut

आयकर विभाग INCOME TAX DEPARTMENT भारत सरकार GOVT. OF INDIA स्थायी लेखा संख्या कार्ड Permanent Account Number Card AAJCT5443N नाम / Name THEMECOUNTY PRIVATE LIMITED निगमन/गठन की तारीख Date of Incorporation/Formation 18/07/2022	इस कार्ड के खोने/पाने पर कृपया सूचित करें/सौंपें: आयकर पैन सेवा इकाई, एन एस डी एल 5 वीं मंजिल, माउरी स्टर्लिंग, प्लॉट नं. 541, सर्वे नं. 997/8, मॉडल कॉलोनी, दीप बंगला चौक के पास, पुणे - 411 016. If this card is lost / someone's lost card is found, please inform / return to:- Income Tax PAN Services Unit, NSDL 5th Floor, Mauri Sterling, Plot No. 541, Survey No. 997/8, Model Colony, Near Deep Bungalow Chowk, Pune - 411 016. Tel: 91-20-2721 8080, Fax: 91-20-2721 8081 e-mail: timinfo@nsdl.co.in
---	---

Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, [click here](#)

Not a document

EXTRACTS OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF
AMBIENCE PRIVATE LIMITED ("COMPANY") AT ITS MEETING HELD ON FRIDAY,
THE 24th DAY OF AUGUST, 2022, AT REGISTERED OFFICE OF THE COMPANY
SITUATED AT L-4, GREEN PARK EXTENSION, NEW DELHI-110016

APPROVAL AND AUTHORISING PERSONS TO EXECUTE AND REGISTER
DEVELOPMENT AGREEMENT TO BE EXECUTED BETWEEN THE COMPANY AND
THEMECOUNTRY PRIVATE LIMITED

The Chairman informed the Board that the Company has acquired the leasehold rights for a period 90 (ninety) years, over a Group Housing Plot No. GH-01, admeasuring 1,13,529.27 Sqr. Mtrs., situated at Sector 115, Noida, Uttar Pradesh ("**Project Land**") vide lease deed dated July 18, 2018 as amended from time to time.

The Chairman further informed the Board that there is a proposal to transfer the Development Rights in relation to the Project Land in favour of **M/s Themecountry Private Limited**, a company incorporated under the Companies Act, 1956/2013 bearing CIN number U70109UP2022PTC167779, having its registered office at First Floor, A-39, Block- A, Sector-63 Noida Gautam Buddha Nagar Uttar Pradesh 201301 (hereinafter called the "**Developer**") and the Developer is proposing to undertake the development of a group housing project and/or any other nature of development as may be decided by the Developer in the Project Land ("**Project**").

The Chairman further informed the Board that in this regard following documents are required to be executed by the Company:

- (a) An irrevocable and development agreement to be executed by the Company in favour of the Developer for grant and transfer of Development Rights in relation to the Project Land/Project (hereinafter referred to as "**Development Agreement**");
- (b) An irrevocable and unconditional General Power of Attorney, in respect of the Project Land, permitting and authorizing the Developer to solely exercise all powers referred under the Development Agreement and to use the Development Rights granted herein to fulfil all its rights and obligations as mentioned in the Development Agreement for the development of the Project; and
- (c) An irrevocable and unconditional Special Power of Attorney, in respect of the Project Land, permitting and authorizing the Developer to solely exercise all



AMBIENCE PRIVATE LIMITED



powers referred under the Development Agreement and to use the Development Rights granted herein to fulfil all its rights and obligations as mentioned in the Development Agreement for the development of the Project; or

(d) Any other document as may be required by the Developer to be executed in relation to the above.

(hereinafter collectively referred to as "**Transaction Documents**")

The drafts Transaction Documents were placed before the Board for its identification and approval.

Capitalised terms used herein but not defined shall have the meaning assigned to it in the Development Agreement.

The Board of Directors discussed the matter and passed the following resolution unanimously:-

"RESOLVED THAT consent of the Board be and is hereby unanimously and irrevocably accorded for transfer of Development Rights in the Project Land/Project in favour of the Developer.

RESOLVED FURTHER THAT the consent of the Board be and is hereby unanimously accorded for execution of the Transaction Documents tabled before the meeting.

RESOLVED FURTHER THAT the draft Transaction Documents be and is hereby unanimously approved by the Board of Directors of the Company.

RESOLVED FURTHER THAT Sh. Aman Gehlot, Sh. Dayanand Singh and Sh. Ajay Kumar Jha, Authorised Signatories ("**Persons**") be and are hereby severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and to carry out registration of the Transaction Documents, including presenting the said Transaction Documents for registration before the concerned Sub-Registrar Office or any other government offices, authorities, etc.

RESOLVED FURTHER THAT the Persons be and are hereby also severally authorized to do all such acts/deeds, including but not limited to negotiation, execution and registration of the Transaction Documents and other documents as may be considered necessary or deemed consequential/ expedient for the purpose of giving effect to this

AMBIENCE PRIVATE LIMITED



resolution and do and execute all acts, deeds, documents, undertakings and agreements as may be required in connection with the aforesaid.

RESOLVED FURTHER THAT a certified copy of this resolution be furnished, as may be required, under the signatures of any one Director of the Company and/or the Company Secretary of the Company."

CERTIFIED TRUE COPY

For **AMBIENCE PRIVATE LIMITED**

(Dayanand Singh)
Chairman & Director
DIN-00039538

(Biswa Ranjan Mishra)
Group Company Secretary &
Chief Compliance Officer
ICSI M. No. FCS-5793

Date:

Place: New Delhi



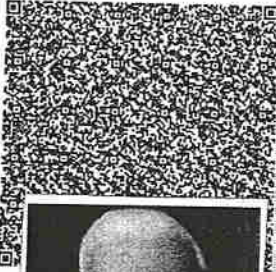
सत्यमेव जयते

INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No.	: IN-UP04800422965453Q
Certificate Issued Date	: 16-Jul-2018 03:44 PM
Account Reference	: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0105754390688537Q
Purchased by	: MESSERS AMBIENCE PRIVATE LIMITED
Description of Document	: Article 35 Lease
Property Description	: GROUP HOUSING PLOT NO. GH-01, SECTOR-115, NOIDA, DISTT -GAUTAM BUDH NAGAR, U.P.
Consideration Price (Rs.)	:
First Party	: NOIDA
Second Party	: MESSERS AMBIENCE PRIVATE LIMITED
Stamp Duty Paid By	: MESSERS AMBIENCE PRIVATE LIMITED
Stamp Duty Amount(Rs.)	: 11,10,79,000 (Eleven Crore Ten Lakh Seventy Nine Thousand only)



-----Please write or type below this line-----



For AMBIENCE PRIVATE LIMITED

Authorized Signatory

0005853181

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



LEASE DEED

This Lease Deed made on ^{18th} day July, 2018 between the **NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY**, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter called the **Lessor** which expression shall unless the context does not so admit, include its successors, assigns of the one part and **M/s Ambience Private Limited**, a company within the meaning of Companies Act, 1956, having its registered office at **L-4, Green Park Extension, New Delhi-110016**, through Authorized, Director **Sh. Amit Gehlot S/o Sh. Sahab Singh R/o 1/8 Sarvapriya Vihar, New Delhi-110016**, duly authorized by the Board of Directors vide Resolution dated **14.05.2018** (hereinafter called the **Lessee** which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns of the other part.)

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the Lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the Lessee the plot hereinafter described, after fulfilling the terms and conditions prescribed in the brochure of Group Housing Scheme 2007(1) and its corrigendums, vide Reservation Letter **Noida/GH/2018/1998 dated 23.04.2018** & for the development and marketing of Group Housing Pockets/ Flats/Plots (in case of plotted development) on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

This in consideration of the premium of **Rs.1,99,24,38,689/- (Rupees One Hundred Ninty Nine Crore Twenty Four Lakh Thirty Eight Thousand Six Hundred Eighty Nine Only)** out of which 40% i.e. **Rs. 79,69,75,475/- (Rupees. Seventy nine crore sixty nine thousand seventy five thousand four hundred seventy five only)** the receipt whereof the Lessor both hereby acknowledge) and balance 60% (after adjusting excess amount deposited by Allottee **Rs.27,17,49,324.60 (Rupees Twenty seven crore seventeen lakh forty nine thousand three hundred twenty four and sixty paise only)** is to be paid by the Lessee in the manner hereinafter provided. There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum on the balance amount of **Rs.92,37,13,889/-** compounded half yearly accrued during the moratorium period, shall be payable half yearly on becoming due. After expiry of moratorium period, the balance 60% (after adjusting excess amount deposited by Allottee **Rs.27,17,49,324.60 (Rupees Twenty Seven Crore Seventeen Lakh Forty Nine Thousand Three Hundred Twenty Four and**

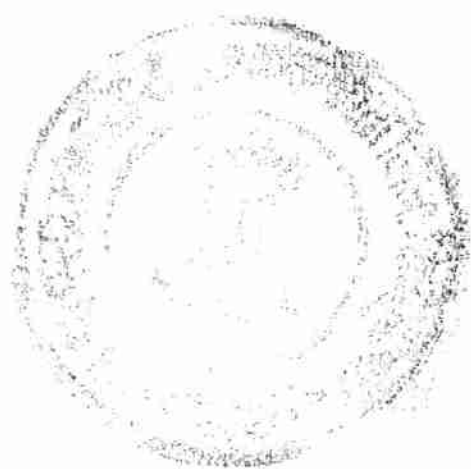
LESSOR



LESSEE

Authorized Signatory





पट्टा विलेख(30 वर्ष से अधिक)

प्रतिफल- 1992438660 स्टाम्प शुल्क- 111079000 बाजारी मूल्य - 2221569140 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग : 20100

श्री मै0 अंबिएन्स प्राइवेट लिमिटेड द्वारा
अमित गहलोत अधिकृत पदाधिकारी/ प्रतिनिधि,
पुत्र श्री साहब सिंह
व्यवसाय : अन्य
निवासी: 1/8 सर्वप्रिया विहार, न्यू दिल्ली-110016

ASH



श्री, मै0 अंबिएन्स प्राइवेट लिमिटेड द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक
19/07/2018 एवं 02:15:25 PM बजे
निबंधन हेतु पेश किया।

अमित गहलोत अधिकृत
पदाधिकारी/ प्रतिनिधि



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

वीरसेन

उप निबंधक :सदर तृतीय

गौतम बुद्ध नगर

19/07/2018

कै0 के0 . सक्सैना
कनिष्ठ सहायक (निबंधन) - नियमित



sixty paise only) i.e. Rs.92,37,13,889/- premium of the plot alongwith interest will be paid in 8 half yearly installments in the following manner:-

SL NO	DUE DATE	INSTALMENT (in Rs.)	INTEREST (in Rs)	TOTAL (in Rs.)
1.	23.10.2020	11,54,64,236/-	5,08,04,264/-	16,62,68,500/-
2.	23.04.2021	11,54,64,236/-	4,44,53,731/-	15,99,17,967/-
3.	23.10.2021	11,54,64,236/-	3,81,03,198/-	15,35,67,434/-
4.	23.04.2022	11,54,64,236/-	3,17,52,665/-	14,72,16,901/-
5.	23.10.2022	11,54,64,236/-	2,54,02,132/-	14,08,66,368/-
6.	23.04.2023	11,54,64,236/-	1,90,51,599/-	13,45,15,835/-
7.	23.10.2023	11,54,64,236/-	1,27,01,066/-	12,81,65,302/-
8.	23.04.2024	11,54,64,236/-	63,50,533/-	12,81,14,769/-

The payment made by the Lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

No request of the Allottee for additional land will be entertained.

The amount deposited by the Lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the Lessee contrary to this will be entertained.

A. EXTENSION OF TIME

1. In exceptional circumstances, the time of deposit for the payment of balance due amount may be extended by the Chief Executive Officer of the Lessor.
2. However, in such cases of time extension, interest @ 14% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
3. Extension of time, in any case, shall not be allowed for more than 60 days for each instalment to be deposited, subject to maximum of three (3) such extensions during the entire payment schedule.
4. For the purpose of arriving at the due date, the date of issuance of allotment letter dated 23.04.2018 will be reckoned as the date of allotment.

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the Lessee that plot of land numbered as Group Housing Plot No GH-01, Sector- 115, in the New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar (U.P.) contained by measurement 1,13,529.27 Sq. mtrs. be the same a little more or less and bounded:

For AMBIENCE PVT. LTD.

LESSOR

Authorised Signatory
LESSEE





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

श्री नोएडा प्राधिकरण के द्वारा दीपचन्द के द्वारा सांचेन शर्मा, पुत्र श्री.

निवासी: सैक्टर-6, नोएडा

व्यवसाय: अन्य

पट्टा गृहीता: 1



श्री मै0 अंबिएन्स प्राइवेट लिमिटेड के द्वारा अमित गहलोट, पुत्र श्री साहब सिंह

निवासी: 1/8 सर्वप्रिया विहार, न्यू दिल्ली-110016

व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता : 1

श्री संजीव कुमार, पुत्र श्री राजेश्वर सिंह

निवासी: हाउस न. 1763 सैक्टर-1, रोहतक

व्यवसाय: अन्य

पहचानकर्ता : 2



श्री रमेश शाह, पुत्र श्री पी एन शाह

निवासी: ए-19 थर्ड फ्लोर, गीतांजलि एन्क्लेव न्यू दिल्ली

व्यवसाय: अन्य



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



रजिस्ट्रार अधिकारी के हस्ताक्षर

वीरसेन

उप निबंधक: सदर तृतीय

गौतम बुद्ध नगर

के0 के0: सक्सेना

कनिष्ठ सहायक (निबंधन) - नियमित

प्रीट करें



On the North by : As per Site
On the South by : As per Site
On the East by : As per Site
On the West by : As per Site

And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the Lessee for the term of 90 (ninety) years commencing from **23.05.2018** except and always reserving to the Lessor.

- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) Yielding and paying therefore yearly in advance during the said term unto the Lessor in the month of **MAY** for each year the yearly lease rent indicated below:-
- (i) Lessee has paid Rs 1,99,24,386/- (**Rupees One Crore Ninety Nine Lakh Twenty Four Thousand Three Hundred Eighty Six Only**) being 1% of the plot premium for the first 10 years of lease period.
- (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) Delay in payment of the advance lease rent will be subject to interest @ **14%** per annum compounded half yearly on the defaulted amount for the defaulted period.

LESSOR



LESSEE

Authorised Signatory

For AMBIENCE PVT. LTD.





- (v) The Lessee has the option to pay lease rent equivalent to 11 years upto 31-7-2018 @1% of the premium of the plot per year as "One Time Lease Rent" after that the Lessee has to pay lease rent equivalent to 15 years unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee has paid the earlier lease rent due and lease rent already paid will not be considered in One Time Lease Rent option.
- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the Lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the Lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case Lessee fails to pay the above charges it would be obligatory on the part or its members/ sub Lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing. However, the Lessee shall be entitled to allot the dwelling units on sublease basis to its Allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the Lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.
- i) Such Allottee/sub Lessee should be citizen of India and competent to contract.
- ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
- iii) The permission for part transfer of plot, except in case of subsidiary company of the Lessee, shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the Lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer. However, the Lessor, reserves the right to reject any transfer application without

LESSOR



For AMBIENCE PVT. LTD.

LESSEE

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assigning any reason. The Lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub-lease deed which shall be executed in a form and format as prescribed by the Lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent.
- b) Every sale done by the Lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Lessee has obtained building occupancy certificate from Building Cell, NOIDA.
- d) The Lessee shall submit list of individual Allottees of flats within 6 months from the date of obtaining occupancy certificate
- e) The Lessee shall have to execute sub lease in favour of the individual Allottees for the developed flats/plots in the form and format as prescribed by the Authority.
- f) **The Lessee/Sub-Lessee** undertakes to put to use the premises for the residential use only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between Lessor, Lessee and proposed transferee (sub-Lessee). The Lessee/ sub Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as sub Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/ Government of U.P.
- h) The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father, Holding/ Subsidiary and vice versa or between these categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1st sub-Lessee shall be allowed without any transfer charges but sub lease deed will be executed between the Lessor & Lessee and Allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.

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प्रमाणित किया जाता है कि प्रश्नगत आवंटित सम्पत्ति पर विलेख के निष्पादन की तिथि पर देय ब्याज 21.54 व दिया गया ब्याज 21.54 है।

प्रश्नगत पट्टा प्रलेख से सम्बन्धित सम्पत्ति का प्राधिकरण द्वारा पट्टा ग्रहीता को कब्जा पत्र जारी नहीं किया गया है और न ही आज दिनांक. 1.9.2021 तक कब्जा प्रदान दिये जाने हेतु कब्जा आदेश जारी किया गया है। पट्टा प्रलेख के निष्पादन होने के उपरांत Possession Order जारी किया जायेगा।

Upon obtaining the completion certificate, the Lessee shall have option upto 31.03.2025 to divide the allotted plot and to sub-lease the same with the prior approval of NOIDA on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs. Transfer of the Sub-divided plot will however be exempted from the payment of transfer charges @ 2% as above.

- j) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

NORMS OF DEVELOPMENT

The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

Maximum permissible Ground Coverage	35%
Maximum permissible FAR	As per Building Bye Laws
Set backs	As per Building Bye Laws
Maximum Height	As per Building Bye Laws

CONSTRUCTION

1. The Lessee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 3 months from the date of possession and shall start construction within 6 months from the date of possession. Date of execution of lease deed shall be treated as the date of possession. The Lessee shall be required to complete the construction of Group Housing Pocket on allotted plot within 8 years from the date of execution of lease deed as per approved lay out plan and get the occupancy certificate from the office of the Building Cell of the Lessor.
2. The Lessee shall be required to complete the construction of Group Housing pocket on allotted plot within 8 years from the date of execution of lease deed as per approved layout plan and get the occupancy certificate from the office of Building Cell of the Lessor. (Applicable as per brochure/allotment)

In case of plotted development, the final purchaser/sub-Lessee of plot shall have to obtain completion certificate from the Authority within the period of 5 years from the date of execution of lease deed.

3. All the peripheral/external development works as may be required to be carried out up to the allotted plot including construction of approach road, drains, culverts, electricity distribution/transmission lines, water supply.

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sewerage will be provided by the Lessor /Authority . However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee.

4. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:
- For first year the penalty shall be 4% of the total premium.
 - For second year the penalty shall be 5% of the total premium.
 - For third year the penalty shall be 6% of the total premium.

Extension for more than three years, normally will not be permitted.

5. In case the Lessee does not construct building within the time provided including extension granted, if any, for above, the allotment/ lease deed as the case may be, shall be liable to be cancelled. Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. There shall be total liberty at the part of Allottee /Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the area for flatted/ plotted development. The F.A.R. earmarked for commercial/Institutional use would be admissible but the Allottee /Lessee may utilize the same for residential use as per their convenience.
7. The Allottee /Lessee may implement the project in phases and the occupancy certificate/completion certificate shall be issued by the Lessor phase wise accordingly enabling them to do phase-wise marketing.

MORTGAGE

The Lessee may, with prior permission of the Authority/Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by Allottee/Lessee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the Authority, developer and the financial institution(s)/Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C may be issued subject to such terms and conditions as may be decided by the Authority at the time of granting the permission.

Provided that in the event of sale or foreclosure of the mortgaged/charged property the Authority shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

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The Authority's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

TRANSFER OF PLOT/FLAT

The transfer of allotted group housing plot, as a whole will not be allowed under any circumstances. However, individual flat will be transferable with prior approval of the Authority as per the following conditions:-

- (i) The dues of NOIDA towards cost of land shall be fully cleared before executing of sub-lease of the flat.
- (ii) The lease deed has been executed.
- (iii) Transfer of flat will be allowed only after obtaining completion certificate by the Lessee.
- (iv) The sub-lessee undertakes to put to use the premises for the residential use only.
- (v) The lessee has obtained building occupancy certificate from Building Cell, NOIDA.
- (vi) First sale/transfer of a flat to an allottee shall be through a Sub-lease/ Lease Deed to be executed on the request of the Lessee to the Authority in writing.
- (vii) No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the Authority.
- (viii) Rs. 1000/- shall be paid as processing fee in each of transfer of flat in addition to transfer charges.

MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee shall not use flat for any purpose other than for residential purpose. Sub division or amalgamation of group housing plot or flats shall not be permitted.

In case of violation of the above condition, allotment shall be liable to be cancelled and possession of the premises alongwith structure thereon, if any shall be resumed by the Authority.

The Lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Lessee fails to correct such deviation within a specified period of time after the receipt of such notice, then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Lessee who hereby agrees to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

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LIABILITY TO PAY TAXES

The Lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Lessor empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

OVERRIDING POWER OVER DORMANT PROPERTIES

The Lessor reserves the right to all mines, minerals, coals, washing gold earth's oils, quarries on or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s)/flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer/ Lessor on the amount of such compensation shall be final and binding on the Lessee/sub-Lessee.

MAINTENANCE

1. The Lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. That the Lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:-
 - a. In a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor at all times.
 - b. And to make available required facilities as well as to keep surroundings in all times neat and clean, good healthy and safe conditions according to the convenience of the inhabitants of the place.
3. That the Lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the Lessor framed/issued under section 8, 9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. In case of non-compliance of terms and directions of Lessor, the Lessor shall have the right to impose such penalty as the Chief Executive Officer may consider just and expedient.
5. The Lessee/sub Lessee shall make such arrangements as are necessary for the maintenance of the building and common services and if the building is not maintained properly, The Chief Executive Officer or any officer authorized by Chief Executive Officer of the Lessor will have power to get the maintenance done through the Lessor and recover the amount so spent from

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the Lessee/sub Lessee. The Lessee/sub Lessee will be individually and severally liable for payment of the maintenance amount. The rules/regulation of UP flat ownership act 1975 shall be applicable on the Lessee/sub Lessee. No objection on the amount spent for maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, of the Lessor in this regard shall be final.

CANCELLATION OF LEASE DEED

In addition to the other specific clauses relating to cancellation, the Lessor, as the case may be, will be free to exercise its right of cancellation of lease in the case of:-

1. Allotment being obtained through misrepresentation/suppression of material facts, misstatement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by Lessor or by any other statutory body.
3. Default on the part of the Lessee for breach/violation of terms and conditions of registration/allotment/lease and/or non-deposit of allotment amount.
4. If at the same time of cancellation, the plot is occupied by the Lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the Lessor with structure thereon, if any, and the Lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Lessor and no separate notice shall be given in this regard.
5. If the allotment is cancelled on the ground mentioned in sub clause 1 above, then the entire amount deposited by the Lessee, till the date of cancellation shall be forfeited by the Lessor and no claim whatsoever shall be entertained in this regard.

OTHER CLAUSES

1. The Authority/ Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding on lease.
3. If due to any "Force Majeure" or such circumstances beyond the Lessor's control, the Lessor is unable to make allotment or facilitate the Lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple

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interest at rate permissible by norms of Lessor, if the delay in refund is more than one year from such date.

4. If the Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee to remove the nuisance within a reasonable period failing which the Authority shall itself get the nuisance removed at the Lessee's cost and charge damages from the Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/ Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District . Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad
6. The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.
7. The Lessor will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
8. The Lessee/sub-Lessee of the Lessee shall be liable to pay all taxes/ charges livable from time to time Lessor or any other authority duly empowered by them to levy the tax/charges.
9. Dwelling units flats shall be used for residential purpose only. In case of default, render the allotment/lease liable for cancellation and the Allottee/ Lessee/sub-Lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can not be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Lessee shall not be allowed to assign or change his role without permission of the Authority, otherwise the lease shall be cancelled and entire money deposited shall be forfeited.
13. The Lessor in larger public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessor is not able to give possession of the land in any circumstances, deposited money will be refunded to the Allottee with simple interest.
15. All terms and conditions of brochure and its corrigendums, allotment, building bye-laws and norms as amended from time to time shall be binding on the Lessee.

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बही संख्या 1 जिल्द संख्या 6596 के पृष्ठ 117 से 156 तक
क्रमांक 3462 पर दिनांक 19/07/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



वीरसेन

उप निबंधक : सदर तृतीय

गौतम बुद्ध नगर

19/07/2018



