Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 06/01/2020

Certificate No. G0F2020A2640

GRN No. 61493317

Stamp Duty Paid : ₹ 2000

Penalty : ₹ 0

Seller / First Party Detail

Name: Bir Singh And others

H.No/Floor : Na Sector/Ward : Na LandMark : Na

City/Village : Bajghera District : Gurugram State : Haryana

Phone: 0

Buyer / Second Party Detail

Name : Emaar Mgf Land ltd

H.No/Floor : 306/308 Sector/Ward : Na LandMark : C2 square one district centre saket

City/Village: New delhi District : New delhi State : Delhi

Phone : 0

Purpose : AGREEMENT

RAJ SINGH
STAMP VENDOR
GURGAON

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

AGREEMENT

This **AGREEMENT** (hereinafter referred to as "Agreement") to the Development Agreement dated 22nd day of January, 2007 is made and executed at Gurugram on this 13TH day of...January...., 2020

BY & BETWEEN

1. **Rishi Rosh alias Rishi Roshe alias Rishipal alias Rishilal** legal heir of Late Sh. Pyare Lal [Aadhaar No. 8064 6732 9165] [PAN No.

(Rishi Rosh) **(Bir Singh)** **(Arvind Rana)** **(Bharat Singh)**

(Karam Veer) **(Parmil Rana)** **(Pradeep Rana)** **(Tejpal Rana)**

(Satbir Singh Rana) **(Rambeer)** **(Ajit Singh)**

For EMAAR MGF LAND LIMITED

Authorised Signatory

Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

ANIPR0871R] R/o House No. 139, village Bajghera, Gurugram-122017

2. **Bir Singh** alias Bir Singh Rana legal heir of Late Sh. Pyare Lal [Aadhaar No. 3873 4646 2265] [PAN No. AQIPS2191L] R/o House No. 1084, Block-J, Palam Vihar, Gurugram-122017

3. Late Sh. Sultan Singh Rana S/o Sh. Umrav alias Umrav Singh through his legal heir **Mr. Arvind Rana** [Aadhaar No.8788 8142 1500] [PAN No. AYCPR2210D] R/o 383/21, Gali No. 6, Madanpuri, Gurugram-122001

4. **Bharat Singh** S/o Sh. Umrav alias Umrav Singh [Aadhaar No. 6178 9681 6684] [PAN No.FARPS8590H] R/o House No. 108, village Bajghera, Gurugram-122017

5. **Karam Veer** S/o Sh. Umrav alias Umrav Singh [Aadhaar No.5699 7287 9751] [PAN No. AIBPV9166F] R/o 252/28, Gali No. 6, Jyoti Park, Gurugram-122001

6. **Parmil Rana alias Pramil** S/o Sh. Ranbir Singh [Aadhaar No.2970 5443 5451] [PAN No. BQQPR2081B] R/o House No. 306, village Bajghera, Gurugram-122017

7. **Pradeep Rana** S/o Sh. Ranveer [Aadhaar No. 9815 5780 1731] [PAN No. ALFPR8646B] R/o House No. 136, village Bajghera, Gurugram-122017

(Rishi Rosh) **(Bir Singh)** **(Arvind Rana)** **(Bharat Singh)**

(Karam Veer) **(Parmil Rana)** **(Pradeep Rana)** **(Tejpal Rana)**

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) **(Rambeer)** **(Ajit Singh)** **Emaar MGF Land Ltd.**

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

8. **Tejpal Rana** S/o Sh. Mange Ram [Aadhaar No.3358 8096 7446] [PAN No. ACXPR6102P] R/o House No. 136, village Bajghera, Gurugram-122017

9. **Satbir Singh Rana** S/o Sh. Mange Ram [Aadhaar No. 4407 5855 6847] [PAN No. AJNPR1871J] R/o village Bajghera, Gurugram-122017

10. **Rambeer** S/o Sh. Mange Ram [Aadhaar No. 7733 0269 6836] [PAN No. AHXPR7629C] R/o House No.1, Village Bajghera, Gurugram-122017

11. **Ajit Singh** S/o Sh. Mange Ram [Aadhaar No. 9244 6483 8362] [PAN No. DAFPS8039R] R/o village Bajghera, Gurugram-122017

(hereinafter referred to as the "**OWNERS**", which expression unless repugnant or contrary to the context or meaning thereof be deemed to mean and include their nominees, legal heirs, and successors), being Party of the '**FIRST PART**'.

AND

Emaar MGF Land Limited, [CIN no. U45201DL2005PLC133161] [PAN No. AABCE4308B] a Company incorporated under the Companies Act 1956, and having its Registered Office at 306-308, Square One, C – 2, District Centre, Saket, New Delhi – 110 017 and Corporate Office at EMAAR Business Park, Mehrauli Gurgaon Road, Sikanderpur Chowk, Sector-28, Gurugram 122 002, Haryana (hereinafter referred to as the **'DEVELOPER'**, which expression unless repugnant or contrary to the context or the meaning thereof be deemed to mean and include its subsidiaries, successors and

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I	 L.T.I	 L.T.I	 L.T.I
Rishi Rosh	Bir Singh	Arvind Rana	Bharat Singh
 L.T.I	 L.T.I	 L.T.I	 L.T.I
Karam Veer	Parmil Rana	Pradeep Rana	Tejpal Rana
 L.T.I	 L.T.I	 L.T.I	 L.T.I
Satbir Singh Rana	Rambeer	Ajit Singh	Emaar MGF Land Ltd

permitted assigns), acting through Mr.Budhram Rathi S/o Sh. Mehar Singh who has been duly authorized to sign and execute the present Agreement, being Party of the '**SECOND PART**'.

The **"OWNERS"** and **"DEVELOPER"** shall individually be referred to as **"PARTY"** and collectively as the **"PARTIES"**.

RECITALS

WHEREAS

A. The Owners represent that they are the absolute legal and rightful Owners of the land admeasuring 86 Kanal 0 Marla or **10.75 Acres**, at Village Bajghera, Sector-112, Tehsil and District Gurugram, Haryana (hereinafter referred to as the **"Land"**) and more specifically described in **Annexure 1**.

B. Since the Owners/ their predecessors were desirous of developing the Land, but they were not fully equipped to undertake the development, as such the Owners had approached the Developer to carry out the development & construction on the said Land and the Owners had entered into a Development Agreement dated 22 January 2007 (hereinafter referred to as "**DA**") in respect of the said Land with the Developer, a copy whereof is annexed as **Annexure 4**. Sh. Pyare Lal and Sh. Sultan who have executed the said DA have expired and are now survived by Mr. Rishirosh alias Rishi Roshe alias Rishipal alias Rishilal, Mr. Bir Singh Rana alias Bir Singh and Mr. Arvind Rana respectively. The Owners confirm that there are no other legal heirs or any other person having any claim on the said Land. Various Supplementary Agreements were executed (dated 16.02.2012, 20.06.2012, 01.03.2013, 15.05.2014, 16.05.2014). The

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

For EMAAR MGF LAND LIMITED

Developer obtained Group Housing License for the Project in 18.02.2013 however, admittedly the development could not take place in terms of the said DA due to various reasons and differences between the Parties. However, the Parties through mutual effort and co-operation have resolved the differences and are hence entering in this Agreement. Accordingly, the Parties hereby undertake to waive all their claims, penalties, demands, payments etc. under the Development Agreement dated 22 January 2007 along with Supplementary Agreements dated 01.03.2013, 15.05.2014, 16.05.2014. Parties have reviewed the commercial aspect in view of which the Parties are intending to re-start development of the Project in terms of the present Agreement. This Agreement upon successful execution shall only restart the Project and shall not give any right to the Parties to claim anything from the other Party out of their earlier commercial understanding arising out of the DA and Supplementary Agreements dated 01.03.2013, 15.05.2014, 16.05.2014.

C. The Developer has already been granted a license bearing no. 04 of 2013 for development of a Group Housing Colony ("GHC") on the said Land. Building Plans were also got approved by the Developer from Director, Town and Country Planning Department, Haryana vide their Memo no. ZP-866/AD(RA)/2014/8560 dated 02.05.2014. The said License is pending renewal before the DTCP, Haryana.

D. After detailed discussions and based on the representations and assurances of the Parties to one another, the Parties have agreed to enter into this Agreement.

With a view to obviating the possibility or probability of any misunderstanding or dispute or dissension at any later stage, the parties hereto have decided

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

to record in writing terms and conditions of their understanding as detailed hereunder.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES AS UNDER: -

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions:

i. **Agreement** shall mean DA, Supplementary Agreement dated 16.06.2012 & 20.06.2012 and this present Agreement, and all schedules and annexures attached to them and shall include any modifications to the present Agreement as may be mutually agreed in writing by the Parties from time to time.

ii. **Applicable Law** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, conditions or any regulatory approval or license issued by a government, government authorities and judgements or any other requirements of any statutory or relevant authority.

iii. **Approvals** shall mean all approvals, permissions, authorizations, consents, licences, exemptions, letter of intent, intimation of approval or disapprovals, commencement certificates, occupation certificates and include part occupation Certificate, notifications, sanction of layout / building plans (and any revision or amendment thereto), approval by government authorities and/or any other authority, as may be applicable and/or required for the development of Land.

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

iv. **Intending or Prospective Purchaser** shall mean and include individual/s, firm/s, Hindu Undivided Family/ies, body corporate/s, trust/s and/or any other person/s to whom the Project is marketed and sold.

v. **Project** shall mean the development undertaken or to be undertaken by the Developer under the license granted for the said Land or part thereof, including the marketing, advertising, publicizing, branding strategy and sale of the Project and all related and incidental activities thereto.

1.2 Interpretation:

In the present Agreement unless the context otherwise requires:

i. Any reference to singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders and any reference to a person includes any legal or named person, partnership, firm, trust, Company, association of persons, Government or local authority, department or other body (whether corporate or unincorporated);

ii. Any reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment for the time being in force and to all statutory instruments or orders made pursuant to the said statutory provisions;

iii. Recitals, annexures and schedules to the present Agreement shall be deemed to form an integral part of this Agreement.

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

2. The subject matter of this Agreement is the Land as fully described in Recital A to this Agreement. The Owners undertakes to keep the title of the said Land absolutely free and marketable/saleable and confirms that the Developer continues to be in possession of the Said Land in terms of the DA The Owners shall make available/ share/ provide/ handover title documents, as and when required by the Developer.

3. The parties understand that the merging of internal circulation road with the existing revenue rasta is critical for proper planning of the Project. Therefore, it has been decided that the Developer shall at its own cost, endeavor to get the alignment of 24-meter internal circulation road as per sectoral plan for the sector where the said Land is situated, so as to merge the revenue rasta in the said sector road.

4. The Owners shall co-operate with the Developer to procure Approvals as may be required including but not limited to registration of the Project under The Real Estate (Regulation and Development) Act, 2016 and shall be legally responsible towards timely executing all documents relevant for obtaining the Approvals from the concerned authorities for the development and/or as may otherwise generally be required for or in relation to the development of the Project on the Land. The Developer expressly agrees that any liability arising out of any default, action, inaction connected with the application/ compliances under RERA with HRERA shall be solely borne by the Developer, the Owners shall be kept indemnified all time.

5. Simultaneous to execution of this Agreement, the Owners shall sign, certify, execute and register necessary documents including General Power of Attorney, Special Power of Attorney, as may enable the Developer to apply for requisite Approvals, develop, market and sell

(Rishi Rosh)	(Bir Singh)	(Arvind Rana)	(Bharat Singh)
(Karam Veer)	(Parmil Rana)	(Pradeep Rana)	(Tejpal Rana)
(Satbir Singh Rana)	(Rambeer)	(Ajit Singh)	For EMAAR MGF LAND LIMITED Authorised Signatory Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

the development / Project and the said Land.

6. The Developer shall, subject to permission from competent authority for change in alignment of 24 mts road as provided in clause 3 and subject to extension of timelines due to Force Majeure, shall endeavor to procure all subsequent permissions / approvals, revised zoning and Building plans, service estimate/plans, Environment clearance, Pollution NOC, Height Clearance, Mining permission, RERA registration etc., and thereafter, start the construction / development of the Project site within 18 (Eighteen) months from date of this Agreement, with a grace period of 6(Six) months. The Developer has specifically agreed to start the actual work on the project after taking necessary permissions and registration of the project in accordance with the Real Estate (Regulation and Development) Act, 2016 within the aforesaid period of 18(Eighteen) months along with a grace period of 6 months. In the event the Developer is unable to obtain the permission for alignment of 24 mts road from the competent authority within the aforesaid period of 24 months then the Developer shall be entitled for an extended period up to additional 3(three) months to obtain the same. In case the Developer utilizes the aforementioned entitlement of the extended period up to 3(three) months, then the timeline for handing over the Owners Share to the Owners shall stand reduced by such extended period. In case the Developer fails to commence the development work on site within the aggregate period of 24 months, then this Agreement along with all other deeds and documents including the DA and Supplementary Agreement dated 16.02.2012, 20.06.2012, 01.03.2013, 15.05.2014, 16.05.2014 executed between the Parties shall stand terminated provided that the developer has recovered from DTCP, the fees, costs, charges, etc. incurred by the Developer and all the amounts paid thereunder

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I	 L.T.I	 L.T.I	 L.T.I
Rishi Rosh	Bir Singh	Arvind Rana	Bharat Singh
 L.T.I	 L.T.I	 L.T.I	 L.T.I
Karam Veer	Parmil Rana	Pradeep Rana	Tejpal Rana
 L.T.I	 L.T.I	 L.T.I	 L.T.I
Satbir Singh Rana	Rambeer	Ajit Singh	Emaar MGF Land Ltd

by the Developer to the Owners shall stand forfeited.

7. In lieu of the Owners granting development rights to the Developer, commitment of co-operation and execution of enabling documents, the Developer shall pay the following consideration to the Owners:

(i). An amount of Rs. 15,51,03,859/- (Rupees Fifteen Crore Fifty-One Lakhs Three Thousand Eight Hundred Fifty Nine Only) already paid (as detailed in **Annexure 2**), the receipt of which in the light of recitals B is acknowledged by the Owners.

(ii). Amount of Rs. 15,00,00,000/- (Rupees Fifteen Crore Only) to be paid in the following manner, as more particularly described in **Annexure 3**

Rs. 10,00,00,000/- (Rupees Ten Crore Only) at the time of execution of this Agreement;

Rs. 5,00,00,000/- (Rupees Five Crore Only) within 7(seven) working days from the expiry of one year of the execution of this Agreement.

It is clarified that in case where the Developer fails to start the construction/ development, the amounts paid shall stand forfeited (as provided in clause 6 above), else the aforementioned amount shall be refunded to the Developer at the time of handing over of the Owners Share to the Owners OR shall be adjustable at the time of allotment of the Owners Share to the Owners OR the Developer shall be entitled to holdback such number of units out of Owner's Share (at the then prevailing rate fixed by the Developer for marketing its inventory) so as to recover the aforesaid amount of INR 15,00,00,000/- (Rupees

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.1 Rishi Rosh	 L.T.1 Bir Singh	 L.T.1 Arvind Rana	 L.T.1 Bharat Singh
 L.T.1 Karam Veer	 L.T.1 Parmil Rana	 L.T.1 Pradeep Rana	 L.T.1 Tejpal Rana
 L.T.1 Satbir Singh Rana	 L.T.1 Rambeer	 L.T.1 Ajit Singh	 L.T.1 Emaar MGF Land Ltd

Fifteen crores only) from the Owners.

(iii). 26,942 Sq.mtrs. (2,90,000 Sq.ft.) of the Built-up area, (hereinafter referred to as "Owner's Share"). Built-up Area shall mean and refer to all the area of the Apartments/units of various sizes, commercial development, if any, the common areas, parking, basement, podium, services and facilities. It is agreed between the parties that all benefits and/or costs arising out of or on account of change in GST law(s) shall be proportionately shared by the Parties. The Parties agree that any share of the Owner towards GST at present rates has already been factored in the Owners Share.

8. That the Developer agrees to pay all kinds of fees for seeking necessary Approvals / permissions for development on the said Land. Any outgoing and statutory dues or any dues/charges of any sort in respect to the Land for the period prior to the date of the DA shall be the exclusive liability of the Owners. Owner represents that after signing of the DA, the Owners have not created any encumbrances/ liability/inter se agreements amongst the Owners and that all representations, warranties and obligations qua the said Land provided by the Owner under the DA are valid and subsisting.

9. That the Developer shall earmark the whole of Owners Share in a proportionate manner (i.e. as per value and location of the units comprised in the towers) in all the towers, within 3 (three) months of registration under The Real Estate (Regulation and Development) Act, 2016 and the Owners shall be bound to execute the standard Buyer's Agreement for the same, without any demur or protest, within 30 days of calling upon to do so by the Developer. The Owners shall, within 3 months of execution of the Buyer's Agreement, confirm if the

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

Owners shall himself sell the Owners Share. Transfer charges as prescribed (by the Developer) for the entire Project, any stamp duty or other statutory fee / charges payable on / due to the said transfer or any enhancement thereof due to the said transfer, shall be exclusive liability of the Owners and/or their transferees. Upon completion of RERA Registration, the Developer shall provide option to the Owners to opt for their complete share in the first phase and balance, if any in the subsequent phase(s) proportionately. The specifications of the Owners Share shall be similar to that of the other apartments in the said tower.

10. The Developer shall make every endeavor to handover Owners Share within 5 (five) years from receipt of registration of the project as contemplated in The Real Estate (Regulation and Development) Act, 2016 or any extended period thereof or environmental clearance, whichever is later, subject to Force Majeure, which shall extend the timelines accordingly. The Owners undertake not to interfere with or obstruct in any manner with the execution and completion of work of development on the Land/ revised Land (in terms of clause 4).

11. That all statutory charges, fees, payments including External Development Charges, Infrastructure Development Charges, shall be paid by Developer. The Bank Guarantee etc. for the payment of External Development Charges and Infrastructure Development Charges shall be furnished by the Developer from its own sources without claiming any charge or liability from the Owners. However, the Developer shall be fully entitled and competent to recover the same from the prospective/intending buyer's of Developer's Share, and the Owners shall not object or interfere with this in any manner whatsoever. In case any of the guarantee, deposit/ security deposit is

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

to be made in the name of the Owners, then the Owners shall within 30 days of realization be liable to refund the same in the event of said guarantee, deposit/security deposit being refunded by the said authority to the Owners, either in money form or through its share of development, as specified hereinafter in this Agreement.

12. The Developer shall engage and / or contract with architects, surveyors, engineers, contractors of its choice at its own cost, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the building at the Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and / or contracting any person shall be the sole responsibility of the Developer. The development of the Land shall be done by the Developer at its own cost without any interference from the Owners.

13. The Developer shall have the right to finalize the lay-out plans of the development approved in accordance with the Zonal Plans and building plan, the Rules and Bye Laws as may be prescribed from time to time after the grant of Approvals. The Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions in the designs of the plans as may be required or considered by the Developer described as necessary without any interference from the Owners. The Owners undertake to provide any no-objection or concurrence to the required changes, if required by the Developer.

14. The Developer shall have the right to finalize and execute the plans to develop the Land in such manner as it may desire, in its absolute discretion, solely at its own cost and expenses. The Developer shall

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I	 L.T.I	 L.T.I	 L.T.I
Rishi Rosh	Bir Singh	Arvind Rana	Bharat Singh
 L.T.I	 L.T.I	 L.T.I	 L.T.I
Karam Veer	Parmil Rana	Pradeep Rana	Tejpal Rana
 L.T.I	 L.T.I	 L.T.I	 L.T.I
Satbir Singh Rana	Rambeer	Ajit Singh	Emaar MGF Land Ltd

have the right to accept the financial consideration and issue receipts thereof from the intending buyer(s) in its own name without any claim, title or right of the Owners, qua the area falling to its share.

15. The Developer shall solely decide how to brand the Project in terms of signage, brand presentation, logos etc. and the Owners shall have no say in / objection to the same. The Developer shall be solely entitled to advertise the development at its cost through any media/mode of advertisement, as the Developer may deem fit. The Developer shall be free to put up sign boards etc. on the said Land or at other places, in any manner and as such it shall be fully entitled to invite prospective buyers/customers. All the expenses relating to sales like brokerage etc. shall be borne by the Parties for their respective shares.

16. The Owners shall also execute necessary documents or instruments as a Confirming Party as may be necessary for Developer to market and sell the development and pass legal title to the prospective buyers, whether in form of agreements to sell, buyer's agreements, sale deeds. The Owners shall execute necessary documents, agreements, attorney, authorization and assurances as may be necessary and requisite to be given in favour of the Developer for the said purpose. The Developer shall be fully competent to enter into any Agreement and accept cheques, pay order, draft, etc. from all such transferees in its own name and shall be fully competent to issue receipts for all such payments received in its own name after allocating the share of the Owners and handing over buyer's agreements. The Developer shall not do anything in respect of the Owners Share unless the apartment/s is/are transferred/ agreed to be transferred or the Developer is authorized for the same by the

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

Owners. However, the Owners can sell their allocation, but not below the price fixed by the Developer for sale of Developer's share and upon submission of copies of the agreement to sell, buyers agreement, etc. at the time of transfer of their allocation.

17. The Developer shall always be fully competent to assign/ transfer any part or portion of its rights under this Agreement to its subsidiaries and/or third parties, without prior consent of the Owners and without the same being detrimental to Owner's Interest in any manner whatsoever and the Owner undertakes to sign any document as maybe required by the Developer in this regard. However, the Owners undertakes and assures that they shall not assign, transfer or encumber its land and obligations under this Agreement.

18. That keeping in view the prestige of the proposed development, the Developer shall have the right to nominate a Maintenance Agency, at its sole discretion, for upkeep and maintenance. The Maintenance Agency shall fix, from time to time, the maintenance charges payable by the occupants / prospective buyers. However, prior to possession all prospective buyers including the Owners shall be required to sign and execute a Maintenance Agreement with the Maintenance Agency. The Maintenance Agreement shall mention the services to be provided by the Maintenance Agency and the charges payable by the allottee(s). Further, the Parties hereto shall pay the maintenance charges for the unsold/unoccupied areas in the ratio of their share in the areas of the Project.

19. That, as and when, the Owners want to take over possession of their share or part thereof in the Project for self-occupation, then the Owners shall before taking actual possession be liable for payment of

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) LT.I (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

all deposits/amounts like maintenance security, electricity connection charges, other operational charges, club charges as applicable to other customers etc. (except EDC, IDC) and fulfill all other formalities as any other intending prospective purchaser would be required to do. The Owners shall not be required to pay membership fee for the club as they shall be given free membership to the club. However, they shall be liable to pay proportionate maintenance charges and other outgoings at par with other members of the club. The Owners undertake to pay all the monthly maintenance and outgoings and they shall not be liable for any advance payment towards the same.

20. That in lieu of the Developer providing its expertise in development, incurring various costs, efforts and actual development of the Land, the Developer shall be entitled to balance area after Owners Share (**"Developer's Share"**). In case Developer applies for additional FAR (over and above 1.75) by way of TDR (Transfer of Development Rights policy of Directorate of Town and Country Planning) or by way of Griha (Green Rating for Integrated Habitat Assessment) or otherwise and secures the same after paying necessary charges, the same shall be exclusively availed by Developer and the Owners shall not be entitled to any share in such additional FAR. In case additional FAR is availed, Owner's shall not be subjected to any cost, expenses etc. The Owner shall also not be subjected to any discrimination in any manner whatsoever as far as the overall development of the Project is concerned. For removal of doubts it is stated that the Owner shall be entitled to have its share proportionally spread in the overall project (as provided in clause 9 above) whether the Developer opts for additional FAR or not.

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

21. That at the time of handing over of the possession of Owner's share the Developer shall be entitled to get a Sale Deed for the said Land registered in its favour. The Owners also hereby authorizes and confirms that the Developer either itself or through the attorney appointed by the Owners may get the Sale Deed registered and the Owners shall not object to the same and shall provide all necessary assistance for the same. The conveyance deed for Owners Share shall be executed by the Developer, at the costs and expenses of the Owners or their transferees.

22. The Developer shall, be fully entitled, empowered and authorized to mortgage and/or create charge over the Land or the FAR/FSI in full or in part and the Owners shall sign all papers required for creation of such a charge. The Developer in its own right shall be entitled to create charge and/or mortgage on the basis of powers vested in him. However, the Owners shall not be burdened with any monetary liability for the same and the Owners Share shall be free from all sort of encumbrances, charge, lien etc. at the time of handing over the possession by the Developer

23. Simultaneous to execution of this Agreement the Owners are executing an Irrevocable General Power of Attorney (GPA), or execute such documents as maybe required for confirming the mutually agreed covenants of previously executed power of attorney's] and Special Power of Attorney's (SPA) in favour of the Developer and nominated assignees/ representatives of the Developer authorizing the Developer and/or its nominated assignees/representatives to sign/execute/undertake with respect to the Land to submit on their behalf all the applications, forms, affidavits, undertakings, etc., whatsoever as and when required to be submitted

(Rishi Rosh)	(Bir Singh)	(Arvind Rana)	(Bharat Singh)
(Karam Veer)	(Parmil Rana)	(Pradeep Rana)	(Tejpal Rana)
(Satbir Singh Rana)	(Rambeer)	(Ajit Singh)	Emaar MGF Land Ltd.

L.T.I

For EMAAR MGF LAND LIMITED

Authorised Signatory

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

for the purposes including but not limited to grant of Approval/s, LoI, Licence, sanction of lay-out plan (or any revision or amendment thereof), zoning plan, building plan (or any revision or amendment thereof), renewal of licence, partition, water, sewerage, environment, pollution, fire, land acquisition, revenue authorities, and Electricity connections or any other facility or amenity as may be required from any other authorities for and in connection with Approvals, sign/ execute/ undertake with respect to the Land to submit on their behalf, registration with RERA authorities, powers to sign, execute and get registered any agreement to sell, sale deed, lease deed, conveyance deed, mortgage deed and to receive the sale consideration in lieu of sale of any apartment/space and to issue receipt thereof and for sale/ marketing of the Project or the said Land or generally in relation to the development of the Land including representing the Owners before the Court of law in the matters pertaining to the Land and to engage Advocates etc. The same shall be executed and got registered by Owners simultaneous to the execution and registration of the present Agreement.

24. It has been agreed between the Parties hereto that in the event of any claim, demand, litigation of any nature, inter-se or against the Owners, family disputes, the Owners shall be responsible and ensure that the development of the Land or any other work incidental thereto is not stopped, prevented, obstructed or delayed in any manner whatsoever at any time. It is agreed that payment of/ satisfaction of such claims, outstanding, demands, costs/expenses, litigation and/or court decrees if required, and/or penalties / compensation / fees / charges caused due to above shall only be paid out of or satisfied out of the Owners Share and any delay due to the said reasons shall proportionately extend the time for development. The Owners

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

(Satbir Singh Rana) (Rambeer) (Ajit Singh)

For EMAAR MGF LAND LIMITED

Authorised Signatory

Emaar MGF Land Ltd.

 L.T.I Rishi Rosh	 L.T.I Bir Singh	 L.T.I Arvind Rana	 L.T.I Bharat Singh
 L.T.I Karam Veer	 L.T.I Parmil Rana	 L.T.I Pradeep Rana	 L.T.I Tejpal Rana
 L.T.I Satbir Singh Rana	 L.T.I Rambeer	 L.T.I Ajit Singh	 L.T.I Emaar MGF Land Ltd

authorizes the Developer to prosecute/defend/compromise any notice, litigation or claim/demand against the said Land on their behalf. To secure any such aforementioned probability, the Owners shall not sell more than 75% of the Owner's Share till the handing over of the Owner's Share.

25. Owners agrees, confirms and assures that there is no possibility of any portion of the Land getting lost due to defect in the title of the Land. The Owners represents, warrants and undertakes to the Developer that it shall not enter into any arrangement of any nature whatsoever with any person or entity concerning the Land or any part thereof or alienate or in any manner encumber the Land or any part thereof; shall not cause by any act of commission or omission or cause to be done anything that may adversely affect the development in any manner; and shall not conduct itself in a manner so as to impede, restrict, frustrate or otherwise object to or dispute the right, title, claim and interest of the Developer, in any manner whatsoever.

26. The Owners expressly warrants and assures to indemnify and keep the Developer fully indemnified against any losses, costs, damages, third party claims, litigation, etc., which the Developer or the Intending Buyers of the development may suffer by reason including but not limited to any defect in the title of the Owners to the Land or claim or interest of any third party qua the Said Land or breach of any term or condition of this Agreement or any wrong or false representation.

27. The Owners agrees that in the event the Land or any part thereof is ever notified for acquisition by any Government Department or Statutory Authority, then, the Owners shall immediately intimate the Developer about such notice/proceedings etc. in writing and they also

(Rishi Rosh)	**(Bir Singh)**	**(Arvind Rana)**	**(Bharat Singh)**
(Karam Veer)	**(Parmil Rana)**	**(Pradeep Rana)**	**(Tejpal Rana)**
(Satbir Singh Rana)	**(Rambeer)**	**(Ajit Singh)**	**Emaar MGF Land Ltd.**

For EMAAR MGF LAND LIMITED

Authorised Signatory

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

undertakes not to take any compensation from or any action in this regard, without the written consent of the Developer. The Owners shall also authorize the Developer for taking such action as may be deemed fit by it at that point of time. In consideration of its efforts, expenses, time, the Parties shall be entitled to the compensation awarded proportionately.

28. The performance of the obligations by the Developer hereto under the present Agreement shall be subject to **"FORCE MAJEURE"** conditions, such as, Act of God, natural calamities, earthquake, flood, stoppage due to government order, other natural disasters, explosion, mischief, sabotage, lightning, civil commotion, strike, lockout, terrorist attack, war, enemy action, embargo, military action, political unrest, change in Applicable Law or any change in govt./ departmental policy or bye-law,etc. and decisions materially affecting the Project herein, leading to delay in Approvals, any prohibitory orders issued by National Green Tribunal and all other authorities/ quasi-judicial authorities / tribunals / courts, any act / omission/delay attributable to the Owners or any other circumstance beyond the reasonable control of the Developer and not attributable to the Developer, which shall extend the timelines accordingly. The Developer shall within 15 (Fifteen) days of occurrence of any Force Majeure event give intimation of the same to the Owners.

29. The Owners are contractually and legally bound to respect and preserve the confidentiality of all information received from the Developer and contents of this Agreement, plans or any information of a proprietary or confidential nature relating to the contemplated transaction.

(Rishi Rosh)	(Bir Singh)	(Arvind Rana)	(Bharat Singh)
(Karam Veer)	(Parmil Rana)	(Pradeep Rana)	(Tejpal Rana)
(Satbir Singh Rana)	(Rambeer)	(Ajit Singh)	Emaar MGF Land Ltd.

For EMAAR MGF LAND LIMITED

Authorised Signatory

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

30. The present Agreement shall be strictly on principal to principal basis and in no manner be construed as creating a partnership or principal-agent relationship between the Parties hereto.

31. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

32. If any part of the present Agreement is determined to be void or unenforceable the said part shall be deemed to have been amended or deleted and the remaining provisions of this Agreement shall remain operative provided those are capable of performance. In case of conflict between the terms of this Agreement and the DA, the terms of this Agreement shall prevail over the DA.

33. Any change, modification or alteration or any amendment, whatsoever in the present Agreement shall be made only in writing, to be signed by both the parties. Further, notwithstanding anything contained contrary in the DA, Supplementary Agreement dated 20.06.2012 or otherwise, the Parties mutually may agree that the Parties may modify, alter or amend this Agreement and/or DA, subject to approvals if mandated under the applicable law.

34. Upon execution of the present Agreement, the DA shall stand modified in terms of the present Agreement. Supplementary Agreements dated 01.03.2013, 15.05.2014, 16.05.2014 stand cancelled by virtue of present Agreement. Supplementary Agreements dated 16.02.2012 and 20.06.2012 were executed for fulfilling formalities / requirements of Town and Country Planning Department and as such are not affected by the present Agreement

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

(except to the extent under clause 33 above), contents whereof are not being repeated herein for the sake of brevity. Developer shall also be entitled to seek adjustment / refund of the fee paid from the relevant government department and Owners shall not object to the same.

35. The Parties to the present Agreement shall individually be liable in respect of any or all Tax/es and any other fiscal liabilities for their respective shares in the built-up property and / or proceeds thereof under the present Agreement. Both the Parties are aware the any GST liability on account on onwards sale of their Share of areas to the Intending Purchasers shall to be their own account and no claim relating to GST on sale of each party area shall be made to the other Party.

36. The cost of execution and registration of the present Agreement and the General Power of Attorney (GPA) and the SPA's (SPA) shall be borne by the Developer.

37. That the prospective buyer/ purchaser or the Owners or their transferees or any other person having any right or interest in the same, shall bear the cost of execution and registration of the conveyance deed / sale deed in his / her / their favour.

38. That upon execution of this Agreement, the Owners hereby withdraw the legal notices / communications given by them, more specifically dated 10.05.2016, 25.06.2016, 04.04.2017, 11.06.2018, 31.05.2019 and 06.06.2019. The Owners also withdraw and undertake not to institute, continue or press for any complaint/ application that may have been filed by them in respect, subject to successful execution of this Agreement.

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

39. That this Agreement shall be specifically enforceable at the instance of either of the Parties. Any notice, demand, communication to be given or made under this Agreement shall be in writing and delivered by hand (against acknowledgement) or speed post / recognized courier.

40. The Owners have entered into the present Agreement with their own free WILL without any type of coercion or pressure or undue influence from any corner with the understanding that the Land can be developed only after obtaining the requisite Approvals from concerned authorities. The Owners are aware that the process of obtaining permissions/ license or CLU is time consuming and requires expert skilled technical manpower and substantial expenses and the Developer has / shall be required to invest huge sum of money, time and efforts to obtain the license and other approvals for the development. Hence, the Owners assures, undertakes and warrants that the Owners shall not by themselves or allow any other party through them to cancel or revoke this Agreement at any time or any related documents as executed or as may be executed at any time hereinafter with and in favour of the Developer or does anything that may frustrate or otherwise adversely affect the transaction contemplated under this Agreement or any related documents or that may harm the reputation and brand of the Developer and undertakes that the execution and faithful adherence of all obligations in all documents shall be binding upon the Owners. Developer herein assures the Owners that it shall not use any of the covenants to frustrate or delay handing over of the Owners Share.

41. That the Developer shall be responsible for compliance of all terms and conditions of license / provisions of Act of 1975 and Rules 1976

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

till the grant of final completion certificate to the colony or relieved of the responsibility by DGTCP, Haryana, whichever is earlier.

42. The Agreement, GPA and SPA shall be irrevocable and no modification / alteration etc. in the terms and conditions of Agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana.

43. This Agreement shall be governed by, and construed in accordance with, laws of India. In the case of any dispute, controversy or claim or interpretation arising out of or in connection with dealing and settling with the operational issues between the Parties including any discrepancies and differences in distribution of areas, etc., the Parties shall resolve and settle such dispute or claim through mutual discussions and negotiations. In case, such dispute or controversy or claim is not resolved or settled amongst the Parties through negotiations and discussions within 30 days then the same will be referred to a real estate market expert or the subject matter expert as third party mediator such as Cushman & Weikfield, CBRE, JLL, Knight Frank to whom the Parties shall meet and table their view points. The third party mediator shall after hearing the Parties issue its opinion which shall be final and binding on the Parties.

In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, Parties shall attempt to first resolve such dispute or claim amicably through discussions between senior executives or representatives of the disputing Parties. If the dispute is not resolved through such discussions within 30 [thirty] days after one disputing Party has served

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

a written notice on the other disputing Party requesting the commencement of discussions. , such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof. The venue of arbitration shall be at Gurugram, Haryana and the language of the arbitration proceedings shall be English. The arbitral tribunal shall be presided by a Sole Arbitrator to be appointed by the Jurisdictional Court. Any decision of the arbitral tribunal shall be final and binding on the Parties.

44. This agreement has been read over to the Owners by Mr. Aryan Rana S/o Mr. Bir Singh, who is also a witness to execution of this Agreement, in their vernacular language i.e. Hindi in the presence of all other signatories mentioned herein below and the Owners confirms having fully understood the contents of the present Agreement and the same being correct.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT on the day, month and year first above mentioned in the presence of the following witnesses:

OWNERS

1. Rishi Rosh alias Rishi Roshe alias Rishipal alias Rishilal heirs of Late Sh. Pyare Lal

2. Bir Singh alias Bir Singh Rana heirs of Late Sh. Pyare Lal

(Rishi Rosh) **(Bir Singh)** **(Arvind Rana)** **(Bharat Singh)**

(Karam Veer) **(Parmil Rana)** **(Pradeep Rana)** **(Tejpal Rana)**

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) **(Rambeer)** **(Ajit Singh)** **Emaar MGF Land Ltd.**

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

3. Late Sh. Sultan Singh Rana S/o Sh. Umrav alias Umrav Singh through his heir Mr. Arvind Rana

4. Bharat Singh S/o Sh. Umrav alias Umrav Singh

5. Karam Veer S/o Sh. Umrav alias Umrav Singh

6. Parmil Rana alias Pramil S/o Sh. Ranbir Singh

7. Pradeep Rana S/o Sh. Ranveer

8. Tejpal Rana S/o Sh. Mange Ram

9. Satbir Singh Rana S/o Sh. Mange Ram

10. Rambeer S/o Sh. Mange Ram

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

11. Ajit Singh S/o Sh. Mange Ram

DEVELOPER
Emaar MGF Land Limited

WITNESSES:

(1) Aryan Rana S/o
Bir Singh Rana
A-11 MPV Phase-3
Gurugram Haryana.

(2) Ravi Khera
S/o Sh. S.N Khera
Emaar Business Park
Sikandarpur, Gurgaon

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

Annexure -1 Land situated in Village Bajghera, Gurugram					
Rectangle No.	Revenue No.	Revenue Extn. No	Kanal	Marla	Area (in Acres)
50	8	2	0	4	0.0250
50	9	2	0	4	0.0250
50	10	2	5	15	0.7188
50	10	1/2	0	1	0.0063
50	11	1/2	2	6	0.2875
50	11	2/2	0	12	0.0750
50	11	1/3	2	0	0.2500
50	12	2	1	11	0.1938
50	12	1/2	3	7	0.4188
50	13	2	1	11	0.1938
50	13	1/2	1	2	0.1375
50	13	1/3	2	5	0.2813
50	14	2/1	0	9	0.0563
50	14	1/2	0	12	0.0750
50	17	1/1/2	1	0	0.1250
50	17	2/2/2	0	11	0.0688
50	18	1/1	2	14	0.3375
50	18	2/2	3	19	0.4938
50	19	2/2/1	2	1	0.2563
50	19	2/2/2	1	19	0.2438
50	19	1/1	2	14	0.3375
50	20	1	3	7	0.4188
50	20	2	4	13	0.5813
50	21	0	8	0	1.0000

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

50	22	0	7	9	0.9313
50	23	0	2	17	0.3563
50	26	0	0	7	0.0438
50	28	0	0	11	0.0688
50	7	2	0	4	0.0250
51	6	1	3	14	0.4625
51	6	2	2	5	0.2813
51	15	1/2	0	18	0.1125
53	5	2	2	1	0.2563
53	6	0	2	5	0.2813
53	7	1	1	12	0.2000
54	1	0	9	0	1.1250
Total					**10.7500**

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

Annexure-2 – Details of previous payments					
S. No.	Land Owners	Amount (in Rs.)	Cheque No./ Demand Draft (DD)	Date	Bank
1	Bir Singh	25,00,000	217788	09-Apr-14	HSBC
2	Ajit Singh Rana	3,02,741	DD	09-Apr-14	HSBC
3	Tejpal Singh	3,03,550	DD	09-Apr-14	HSBC
4	Satbir Singh	3,03,550	DD	09-Apr-14	HSBC
5	Rambir Singh	3,03,550	DD	09-Apr-14	HSBC
6	Rishi Rosh	4,95,394	DD	09-Apr-14	HSBC
7	Pradeep	1,51,775	DD	09-Apr-14	HSBC
8	Bharat Singh	1,28,399	DD	09-Apr-14	HSBC
9	Karambir Singh	1,28,399	DD	09-Apr-14	HSBC
10	Sultan Singh	1,28,399	DD	09-Apr-14	HSBC
11	Pramil	1,51,775	DD	09-Apr-14	HSBC
12	Ajit Singh Rana	3,02,741	432831	29-May-14	HSBC
13	Rishi Rosh	4,95,394	432835	29-May-14	HSBC
14	Bir Singh	25,00,000	432838	29-May-14	HSBC
15	Ajit Singh Rana	15,00,000	1009041	02-Sep-14	HSBC
16	Pramil	15,00,000	000006	10-Sep-14	ING Vysya Bank
17	Tejpal Singh	30,00,000	000011	10-Sep-14	ING Vysya

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

(Satbir Singh Rana) (Rambeer) (Ajit Singh)

For EMAAR MGF LAND LIMITED

Authorised Signatory

Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

					Bank
18	Rambir Singh	30,00,000	000007	10-Sep-14	ING Vysya Bank
19	Satbir Singh	30,00,000	000009	10-Sep-14	ING Vysya Bank
20	Karambir Singh	7,50,000	000004	10-Sep-14	ING Vysya Bank
21	Rishi Rosh	52,50,000	000008	10-Sep-14	ING Vysya Bank
22	Pradeep	15,00,000	000005	10-Sep-14	ING Vysya Bank
23	Bharat Singh	15,00,000	000002	10-Sep-14	ING Vysya Bank
24	Sultan Singh	7,50,000	000010	10-Sep-14	ING Vysya Bank
25	Bir Singh	52,50,000	000003	10-Sep-14	ING Vysya Bank
26	Tejpal Singh	5,00,000	481249	14-Oct-14	ING Vysya Bank
27	Tejpal Singh	5,00,000	481250	14-Oct-14	ING Vysya Bank
28	Bir Singh	1,50,00,000	388057	01-Mar-13	HSBC
29	Ajit Singh Rana	10,00,000	388244	14-Mar-13	HSBC
30	Pramil	12,00,000	388368	25-Mar-13	HSBC
31	Rambir Singh	25,00,000	388367	25-Mar-13	HSBC
32	Bharat Singh	12,00,000	388370	25-Mar-13	HSBC
33	Pradeep	12,00,000	388369	25-Mar-13	HSBC
34	Tejpal Singh	25,00,000	388365	25-Mar-13	HSBC

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

35	Satbir Singh	25,00,000	388366	25-Mar-13	HSBC
36	Bharat Singh	3,04,331	388835	25-Apr-13	HSBC
37	Pradeep	8,87,387	388833	25-Apr-13	HSBC
38	Rishi Rosh	48,54,831	388841	25-Apr-13	HSBC
39	Rambir Singh	17,24,774	388829	25-Apr-13	HSBC
40	Satbir Singh	17,24,774	388827	25-Apr-13	HSBC
41	Tejpal Singh	17,24,774	388825	25-Apr-13	HSBC
42	Pramil	8,87,387	388831	25-Apr-13	HSBC
43	Sultan Singh	9,04,331	388839	25-Apr-13	HSBC
44	Karambir Singh	9,04,331	388837	25-Apr-13	HSBC
45	Rishi Rosh	3,08,338	388857	26-Apr-13	HSBC
46	Bharat Singh	5,95,669	388855	26-Apr-13	HSBC
47	Bharat Singh	3,04,332	388836	03-May-13	HSBC
48	Pradeep	8,87,387	388834	03-May-13	HSBC
49	Rishi Rosh	48,54,831	388842	03-May-13	HSBC
50	Rambir Singh	17,24,774	388830	03-May-13	HSBC
51	Satbir Singh	17,24,774	388828	03-May-13	HSBC
52	Tejpal Singh	17,24,774	388826	03-May-13	HSBC
53	Pramil	8,87,387	388832	03-May-13	HSBC
54	Rishi Rosh	3,08,338	388858	03-May-13	HSBC
55	Bharat Singh	5,95,668	388856	03-May-13	HSBC
56	Ajit Singh Rana	10,00,000	408772	18-Sep-13	HSBC
57	Bir Singh	50,00,000	408771	18-Sep-13	HSBC
58	Tejpal Singh	25,00,000	409062	11-Oct-13	HSBC
59	Bir Singh	25,00,000	409063	11-Oct-13	HSBC
60	Karambir Singh	3,00,000	409755	02-Nov-13	HSBC

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) LT-1 (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

61	Bharat Singh	9,00,000	409747	02-Nov-13	HSBC
62	Satbir Singh	15,00,000	409744	02-Nov-13	HSBC
63	Pramil	8,00,000	409745	02-Nov-13	HSBC
64	Pradeep	8,00,000	409746	02-Nov-13	HSBC
65	Rishi Rosh	39,00,000	409750	02-Nov-13	HSBC
66	Rambir Singh	15,00,000	409743	02-Nov-13	HSBC
67	Sultan Singh	3,00,000	409754	02-Nov-13	HSBC
68	Ajit Singh	22,62,500	263436	18-Jan-07	HSBC
69	Bir Singh	1,12,500	263438	18-Jan-07	HSBC
70	Pradeep	11,31,250	263440	18-Jan-07	HSBC
71	Pramil	11,31,250	263441	18-Jan-07	HSBC
72	Pyare	74,12,500	263442	18-Jan-07	HSBC
73	Rambir Singh	22,62,500	263447	18-Jan-07	HSBC
74	Rishipal	1,12,500	263443	18-Jan-07	HSBC
75	Satbir Singh	22,62,500	263444	18-Jan-07	HSBC
76	Tejpal Singh	22,62,500	263446	18-Jan-07	HSBC
77	Ajit Singh	80,000	423201	23-Jan-07	HSBC
78	Bharat Singh	7,12,500	423202	23-Jan-07	HSBC
79	Karambir	7,12,500	423203	23-Jan-07	HSBC
80	Pradeep	40,000	423204	23-Jan-07	HSBC
81	Pramil	40,000	423205	23-Jan-07	HSBC
82	Rambir Singh	80,000	423206	23-Jan-07	HSBC
83	Satbir Singh	80,000	423207	23-Jan-07	HSBC
84	Sultan	7,12,500	423208	23-Jan-07	HSBC
85	Tejpal Singh	80,000	423209	23-Jan-07	HSBC
86	Ajit Singh	22,62,500	263448	20-Mar-07	HSBC
87	Ajit Singh	80,000	423210	20-Mar-07	HSBC
88	Bharat Singh	7,12,500	423211	20-Mar-07	HSBC
89	Bir Singh	1,12,500	263485	20-Mar-07	HSBC

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

90	Karambir	7,12,500	423212	20-Mar-07	HSBC
91	Pradeep	11,31,250	263487	20-Mar-07	HSBC
92	Pradeep	40,000	423213	20-Mar-07	HSBC
93	Pramil	11,31,250	263488	20-Mar-07	HSBC
94	Pramil	40,000	423214	20-Mar-07	HSBC
95	Pyare	74,12,500	263495	20-Mar-07	HSBC
96	Rambir Singh	22,62,500	263490	20-Mar-07	HSBC
97	Rambir Singh	80,000	423215	20-Mar-07	HSBC
98	Rishipal	1,12,500	263491	20-Mar-07	HSBC
99	Satbir Singh	22,62,500	263492	20-Mar-07	HSBC
100	Satbir Singh	80,000	423216	20-Mar-07	HSBC
101	Sultan	7,12,500	423217	20-Mar-07	HSBC
102	Tejpal Singh	22,62,500	263494	20-Mar-07	HSBC
103	Tejpal Singh	80,000	423218	20-Mar-07	HSBC
	Total:	**15,51,03,859**			
		(Rupees Fifteen Crores Fifty One Lac Three Thousand Eight Hundred and Fifty Nine Only)			

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh)

Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd

Annexure-3 – Details of Current payment all dated 14.01.2020					
S. No.	Land Owners	Amount (in Rs.)	Cheque No.	Date	Bank
1	Ajit Singh	1,09,07,212	652551	14-Jan-20	HSBC
2	Ajit Singh	15,00,000	652552	14-Jan-20	HSBC
3	Bir Singh Rana	1,62,37,141	652555	14-Jan-20	HSBC
4	Rishi	1,77,95,296	652559	14-Jan-20	HSBC
5	Arvind Rana	33,14,810	652561	14-Jan-20	HSBC
6	Karamveer	33,14,810	652553	14-Jan-20	HSBC
7	Bharat Singh	33,14,810	652556	14-Jan-20	HSBC
8	Tejpal Rana	1,09,07,211	652560	14-Jan-20	HSBC
9	Satbir Singh Rana	1,09,07,211	652562	14-Jan-20	HSBC
10	Rambir Singh	1,09,07,211	652557	14-Jan-20	HSBC
11	Pradeep Rana	54,47,144	652554	14-Jan-20	HSBC
12	Pramil	54,47,144	652558	14-Jan-20	HSBC
	Total	**10,00,00,000**			

(Rupees Ten Crore Only)

(Rishi Rosh) (Bir Singh) (Arvind Rana) (Bharat Singh)

(Karam Veer) (Parmil Rana) (Pradeep Rana) (Tejpal Rana)

For EMAAR MGF LAND LIMITED

Authorised Signatory

(Satbir Singh Rana) (Rambeer) (Ajit Singh) Emaar MGF Land Ltd.

 Rishi Rosh	 Bir Singh	 Arvind Rana	 Bharat Singh
 Karam Veer	 Parmil Rana	 Pradeep Rana	 Tejpal Rana
 Satbir Singh Rana	 Rambeer	 Ajit Singh	 Emaar MGF Land Ltd