DDO Code: 0365 **E - CHALLAN** Candidate Copy
Government of Haryana

Valid Upto: 15-10-2025 (Cash) *0140770614*
09-10-2025 (Chq./DD)

GRN No.: 0140770614 Date: 08 Oct 2025 11:36:58

Office Name: 0365-SOHNA

Treasury: Gurgaon

Period: (2025-26) One Time

Head of Account	Amount ₹
0030-03-104-97-51 Pasting Fees	5
0030-03-104-99-51 Fees for Registration	50000

PD AcNo 0

Deduction Amount: ₹ 0

Total/Net Amount: ₹ 50005

₹ Fifty Thousands Five Rupees

Tenderer's Detail

GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-

PAN No:

Tenderer's Name: Goel and Son s Developer pvt l

Address: Delhi -

Particulars: pasting and registration fees

Cheque-DD-Detail:

Depositor's Signature

FOR USE IN RECEIVING BANK

Bank CIN/Ref No: **CPAFSRZJK7**
Payment Date: **08/10/2025**

Bank: SBI Aggregator

Status: Success

DDO Code: 0365 **E - CHALLAN** AG/ Dept Copy
Government of Haryana

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Payment Date: **08/10/2025**

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Status: Success

* Note :->Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 08/10/2025

Certificate No. G0H2025J4374

GRN No. 140770059

Stamp Duty Paid : ₹ 1271000 (Rs. Only)

Penalty : ₹ 0 (Rs. Zero Only)

Seller / First Party Detail

Name: M s megasu Infra Private limited

H.No/Floor: 303 Sector/Ward : 65 LandMark : Golf course extension road

City/Village : Gurugram District : Gurugram State : Haryana

Phone: 81******08 Others : Authorized signatory mr sanjay rai

Buyer / Second Party Detail

Name : M s goel and Son s developers Private limited

H.No/Floor : 00 Sector/Ward : 00 LandMark : Roshan garden near piller no 411

City/Village: Najafgarh District : South west delhi State : Delhi

Phone : 81******08 Others : Authorized signatory mr ravi kashyap

Purpose : JOINT DEVELOPMENT AGREEMENT

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

JOINT DEVELOPMENT AGREEMENT

THIS Agreement for Development ("**Agreement**") is made at Gurugram on this 8th day of October, 2025 ("**Execution Date**").

BY AND AMONGST

M/S MEGASU INFRA PRIVATE LIMITED, a private limited company incorporated under the Companies Act, 1956/2013 having CIN No. **U68200HR2025PTC129182/ PAN No. AATCM0399Q** having its registered office at office at Unit No. 303, Suncity Success Tower, Golf Course Extension Road, Sector-65, Air Force, Sector 65 Police Station, Air Force, Gurgaon, Haryana - 122005 (hereinafter referred to as "**Owner**") acting through its authorized signatory Mr. Sanjay Rai (Aadhar No. 8182 8358 3255) S/o Kanwar Bahadur Rai R/o Building No. B11, Flat No. 1201, M3M Woodshire, Sector 107, Dharampur Village, Daultabad, Gurugram, Haryana duly authorized vide board resolution dated 07-10-2025, which expression shall unless it be repugnant to the subject or context shall mean and include its successors, receivers, administrators and permitted assigns, the party of the **First Part**;

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

प्रलेख न:8897 दिनांक:10-10-2025

डीड सबंधी विवरण

डीड का नाम	COLLABORATION AGREEMENT
तहसील/सब-तहसील	सोहना
गांव/शहर	Khaika

धन सबंधी विवरण

राशि 63543152 रुपये

स्टाम्प ड्यूटी की राशि 1270863 रुपये

स्टाम्प नं : G0H2025J4374

स्टाम्प की राशि 1271000 रुपये

रजिस्ट्रेशन फीस की राशि 50000 रुपये

EChallan:140770614

पेस्टिंग शुल्क 0 रुपये

Drafted By: HARI SHANKAR ADV.

Service Charge:0

यह प्रलेख आज दिनाक 10-10-2025 दिन शुक्रवार समय 11:01:00 AM बजे श्री/श्रीमती /कुमारी MS MEGASU INFRA PVT LTDthru SANJAY RAIOTHER निवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुक्त पंजीयन अधिकारी (सोहना)

JOINT SUB REGISTRAR SOHNA

हस्ताक्षर प्रस्तुतकर्ता
MS MEGASU INFRA PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS GOEL AND SONS DEVELOPERS PVT LTD thru RAVI KASHYAPOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीBRAHAM PARAKASH NAMBDARDAR पिता . निवासी RAISEEN व श्री/श्रीमती /कुमारी SHRICHAND NAMBARDAR पिता . निवासी ALIPUR, SOHNA ने की |

साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/सयुंक्त पंजीयन अधिकारी(सोहना)

JOINT SUB REGISTRAR SOHNA

AND

M/s Goel & Son's Developers Private Limited (CIN: U70100DL2020PTC364165), a Company duly incorporated under the provisions of the Companies Act, 2013 and having its Registered Office at 58A, Khasra No 215/216/2019, Roshan Garden Near Piller No 411, Najafgarh, South West Delhi-110043 executing through its authorized signatory Mr. Ravi Kashyap (Aadhar No. 7045 8978 1255) S/o Shriram, R/o Opposite Devi Mandir, Pingaltu (119), Gorota, Palwal, Haryana-121106 duly authorized vide board resolution dated 07-10-2025 hereinafter referred to as the **"Developer",** THE **SECOND PART.**

The Owner and Developer are hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**".

WHEREAS:

A. The Developer has represented and warranted-to the Owner that the Developer are developing a residential plotted colony **("Project")** named as "**Golden Park**" over the land admeasuring 18.025 acres in Sector - 4, Sohna, Haryana ("**said Land**") under Deen Dayal Jan Awas Yojana, 2016 and the Developer had obtained a license bearing no. 76 of 2022 ("**License**") from the Directorate of Town and Country Planning, Haryana ("**DTCP**") for the development of the said Project. The Developer is executing and delivering the Project successfully.

B. The Developer had suggested to the Owner to purchase an adjoining land parcel admeasuring 19 Kanal 9 Marla (2.43125 acres) of revenue estate of village Khaika, Tehsil Sohna, District Gurugram, Haryana to the said Project **("Additional Land")** to the said Land**,** as per the details mentioned in **Schedule – I** annexed hereto.

C. The Developer has represented and warranted to the Owner that the Developer, out of its own financial resources, has agreed to obtain an additional License to the existing License of the said Project for the development of a residential plotted colony over the said Additional Land. The Developer will then develop residential plotted colony in accordance with the Deen Dayal Jan Awas Yojna 2016 (as amended UpToDate) on the Additional Land ("**New Project**") as per the approvals and sanctions that will be granted by the relevant authorities.

D. Thus, the Owner had purchased the Additional Land out of its financial resources and the Owner had become the absolute and exclusive Owner of the Additional Land by virtue of the sale deeds, the details of which are annexed herewith in **Annexure – A**. The Owner is having unfettered and unrestricted authority to sell, transfer, collaborate, lease, license and/or assign or dispose off the entire or any part of the Additional Land.

For Megasu Infra Private Limited
Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.
Auth. Signatory

Reg. No.	Reg. Year	Book No.
8897	2025-2026	1



पेशकर्ता



दावेदार



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru SANJAY RAIOTHER MS MEGASU INFRA PVT LTD

दावेदार :- thru RAVI KASHYAPOTHERMS GOEL AND SONS DEVELOPERS PVT LTD

गवाह 1 :- BRAHAM PARAKASH NAMBDARDAR

गवाह 2 :- SHRICHAND NAMBARDAR

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 8897 आज दिनांक 10-10-2025 को बही नं 1 जिल्द नं 39 के पृष्ठ नं 187.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1319 के पृष्ठ संख्या 4 से 7 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 10-10-2025

उप/सयुंक्त पंजीयन अधिकारी सोहना

JOINT SUB REGISTRAR

E. The Developer is engaged in the real estate activities and in particular development of residential complexes and their marketing for a number of years and have built substantial expertise and reputation therein.

F. The Parties acknowledge that the Additional Land is free from all sorts of encumbrances charges, liens, claims, leases, prior agreements and except the Owner no other person has any right, title or interest in the Additional Land in any manner whatsoever and the Owner has full power and authority to enter into this Agreement.

G. The Developer on the basis of their expertise and reputation are now entering into an agreement with the Owner for undertaking the development, construction, marketing and sale of the residential plots on the Additional Land and the Owner has agreed to get the Additional Land developed through the Developer by getting the residential plots developed on the Additional Land after obtaining all approvals, sanctions and permissions from the relevant authorities. As such the Parties are desirous to record the mutually agreed terms and conditions of this development agreement reached between the Parties for the development of the Additional Land.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, the following terms and expressions, as capitalized in the text of this Agreement, whether appears in the singular or the plural, unless repugnant on contrary to the context hereof, shall have the meaning as assigned herein and must be interpreted as defined below:

1.1 "**Additional Land**" shall mean a land parcel admeasuring 19 Kanal 9 Marla 2.43125 acres situated in the revenue estate of village Khaika Tehsil Sohna, District Gurugram, Haryana (as per details mentioned in Schedule – I) adjoining to the Project Land and developable as residential plotted colony after obtaining all relevant Approvals (*as defined hereinafter*) from the relevant Government Authorities (*as defined hereinafter*);

1.2 "**Agreement**" means this Agreement and any of its subsequent amendments or supplements as may be mutually agreed by and between the Parties from time to time hereto in writing;

1.3 "**Applicable Laws**" shall mean any statute, law, regulation, ordinance, rule, judgment, rule of law, order, decree, ruling, bye-law, approval of any statutory or Government 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 Government Authority having jurisdiction over

For Megasu Infra Private Limited
Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.
Auth. Signatory



the matter in question, whether in effect as of the Execution Date or at any time thereafter.

1.4 "**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 as contemplated under this Agreement which are necessary for the development, construction, marketing, sale and completion of the development of the residential plots on the Additional Land;

1.5 "**DTCP**" shall mean Directorate of Town and Country Planning, Haryana;

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

1.7 "**Encumbrance**" shall mean any right, title or interest existing by way of, or in the nature of sale, agreement to sell, gift, title retention, including without limitation any claim, mortgage, collaboration, development, pledge, charge, security right, security interest, lien, hypothecation, deposit by way of security, option or right of pre -emption, any provisional or executable attachment, non -disposal undertaking, right of first offer or first refusal, tenancy, disposal of beneficial interest or any other interest held by a third party;

1.8 "**Force Majeure**" shall have the meaning as ascribed to it under Clause 15 of this Agreement;

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

1.10 "**License**" shall mean a license bearing no. 76 of 2022 obtained by the GSDPL from DTCP for the development of the said Project (*as defined hereinafter*).

1.11 "**Policy**" shall mean Deen Dayal Jan Awas Yojana, 2016 as amended, supplemented, modified or re-enacted by DTCP;

1.12 "**Project**" shall mean a residential plotted colony and named as "Golden Park" over the land admeasuring 18.025 acres in Sector - 4, Sohna, Haryana under Deen Dayal Jan Awas Yojana, 2016 to be developed in accordance with the terms of the License;

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

1.13 "**Project Land**" shall mean the land parcel admeasuring 18.025 acres in Sector – 4, Sohna, Haryana being part and parcel of the License and the land details of the same are annexed to the License;

1.14 **"New Project"** shall mean as set forth in the Recitals.

2. **INTERPRETATIONS:** In this Agreement:

2.1 Unless the context clearly indicates a contrary intention, a word or an expression, which denotes 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);

2.2 reference to any person shall include his/her/its legal representatives, successors, legal heirs, attorneys, executors and administrators;

2.3 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;

2.4 headings in this Agreement are inserted for convenience only and shall not be used in its interpretation;

2.5 the recitals, schedules and annexures to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.

2.6 references to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";

2.7 reference to a law shall be a reference to that law as amended, re-enacted, consolidated, supplemented or replaced; and

2.8 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 in writing;

3. **CONSIDERATION:** The Parties have agreed that in lieu of the mutual covenants of the Parties under this Collaboration Agreement:

3.1 The Parties have agreed that in lieu of the mutual covenants of the Parties under this Development Agreement, the Parties shall share the revenues collected from the sale of developed / developable FAR of the New Project as per the below stated share percentage:

Owner's Revenue Share	-	**12% ("Owner's Share")**
Developer's Revenue Share	-	**88% ("Developer's Share")**

For Megasu Infra Private Limited
Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.
Auth. Signatory



The Developer shall be entitled to develop, construct, market and sell the developable FAR of the New Project.

3.2 The Developer are hereby making the payment of a sum of Rs. 20,00,000/- (Rupees Twenty Lakh only) to the Owner as refundable security deposit towards their commitment to fulfil the obligations undertaken by the Developer in accordance with the terms of this Agreement, as per details given below.

S.NO.	NAME	AMOUNT	CHEQUE NO.
1.	Megasu Infra Pvt. Ltd.	20,00,000	324071/YES BANK
TOTAL		**20,00,000/-**	

3.3 The Parties have agreed that the Developer shall be entitled to sell, transfer and convey and accept the bookings against the developable FAR of the New Project without any interference from the Owner.

3.4 The Developer shall ensure that the Developer shall obtain a separate and independent registration of the New Project with the Haryana Real Estate Regulatory Authority, Gurugram.

3.5 The Developer shall carry out the construction and development works of all the approved residential plots on the Additional Land as per the Approvals granted by the Government Authorities.

3.6 The time shall always remain the essence of this Agreement. The Developer shall plan the development and construction works in the manner after taking into account the upcoming monsoon / rainy seasons and implementation of closure of construction works due to GRAP measures or any upcoming elections being declared by the Government Authorities. That the Developer shall be bound to complete the development and construction till the date of validity of License as granted by the Director General, Department of Town & Country Planning, Chandigarh, Haryana. That extension of any timeline shall be as amicably agreed between the Parties to this Development Agreement.

3.7 The Parties agree that the Owner shall be entitled to carry out any review, assessment or audit of the financial records of the New Project being managed by the Developer in terms of the Agreement. The Developer shall be obligated to share all information, data and records about the sale receipts and utilization of the sale proceeds to the Owner as and when asked by the Owner. The Owner shall be entitled to appoint any chartered accountant or financial professional to review, assess and, or audit the books of accounts of the New Project being maintained by the Developer in its usual course of business.



4. **OBLIGATIONS OF THE DEVELOPER:** The Developer has agreed and undertaken to perform the below mentioned obligations:

4.1 Developers shall obtain the additional license for development of the New Project within a period of twelve (12) months from the Execution Date. The Parties have agreed that the Developers shall be entitled to a single extension of 2 months thereafter without any further extension of time period to obtain the additional license for the New Project.

4.2 The Developer shall solely bear all the costs, charges, expenses, interest liabilities, internal and external development charges, taxes, government dues, cesses, submission of bank guarantees or any other financial liability of any nature with respect to obtaining any approvals, sanctions, permissions, Licenses for the development of the New Project on the Additional Land and further to carry out all the construction and development works of the Project till the date of obtaining the completion certificate for the New Project .

4.3 The Developer shall be solely obligated to bear and deposit all costs, expenses, charges, brokerages, penalties, renewal fees and any other charges as may be required to be deposited with any of the Authorities for obtaining or receiving the Approvals w.r.t. development, marketing, construction and completion of the New Project over the Additional Land.

4.4 The Developer shall bear all costs, fees, charges and expenses and shall be responsible for the development, construction, marketing and completion of the New Project in accordance with the terms and conditions of the Approvals granted by the concerned Authorities.

4.5 The Developer shall bear all costs, fees, charges, brokerage fees and expenses and shall be solely liable and responsible towards engaging any brokers, sales agents, sub-brokers, contractors, sub-contractors, channel partners, Liasioning personnel, sales persons, customer care executives or any other person for the purposes of giving effect to the terms of the Agreement or for making payment to them.

4.6 The Developer shall not be entitled to create any Encumbrance or liability of any nature whatsoever on the Additional Land without seeking prior written permission from the Owner.

4.7 The Developer shall be obligated to provide quarterly progress reports of the construction and development works of the Project along with on-site status report of the construction and development works of the Project duly certified by an Architect, after obtaining the RERA registration for the New Project. The Developer shall intimate in writing to the Owner about the appointment of architects and contractors engaged by the Developer for the development and

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Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

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construction of the buildings / floors as well as for laying of infrastructure and services for the New Project.

4.8 The Owner shall be entitled to carry out the inspection of the development progress and determine the development and construction works done by engaging any consultant or architect at its own costs and expenses and the Developer shall not obstruct the visit of the said consultant or architect to the New Project and shall provide all such information to the said consultant or architect as may be required by them.

4.9 The Developer shall be liable and responsible to pay all taxes, dues and demands including labour cess or any other charge of similar nature in respect to the New Project as well as the Additional Land since the Execution Date and shall continue to remain liable thereafter.

4.10 Except otherwise as agreed herein, the Developer shall be solely responsible for the concept and design of the Project, appointment, terms of appointment, fees / salaries, termination of engagement / employment of architects, contractors, sub-contractors, sale agents, brokers, sub-brokers, channel partners, sale executives, customer care personnel or any other person employed or engaged by the Developer.

4.11 Except otherwise agreed herein, the Developer shall not sell, assign, transfer or nominate any of its rights or interests under the Agreement to any other third party. The Developer shall not change their constitution and shall not dilute their rights in the Developer companies without obtaining prior written permission from the Owner.

4.12 The Developer shall be solely responsible and liable for payment of any enhancement of the existing or fresh levy of any fees, license fees, expenditures, costs, EDC, IDC, expenses, renewal costs, taxes and, or any other charges, expenses of any nature whatsoever that may be levied by any of the Authorities. The Developer shall be fully entitled to pass on any such enhancement of existing or fresh levy of fees, costs or charges along with such interest of the New Project to the customers / allotees but under no circumstances, the same shall be recoverable and payable from the Owner or Owner's Share.

4.13 The Developer shall become entitled to accept the bookings as permitted in accordance with the terms agreed herein but under no circumstances, create any third party rights, title and interests in the developable/ developed FAR of the New Project prior to obtaining the registration of the New Project from HRERA.

4.14 All agreements, deeds or documents to be executed with the prospective customers / Allotees in respect to the sale or transfer of developable/ developed FAR of the New Project shall be duly executed jointly by the representatives of both the Parties.

4.15 The bank guarantee(s) and any other deposits required to be furnished to the Authorities for the payment of EDC, IDC or like charges or their enhancements shall be furnished by the Developer from its own sources without in any way making the Owner liable for the same.

4.16 The Developer shall file all appropriate applications, undertakings, affidavits including but not limited to LC-IV, LC-IV B, Bilateral Agreement(s) or any other legal documentation as deemed necessary along with requisite fees and charges with the Authorities and shall pursue the said applications and represent the Owner at all forums and offices for obtaining requisite Approvals for the New Project in accordance with the Applicable Laws and applicable Zonal/Municipal plans. The Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and / or additions as may be required or considered as necessary by the Authorities.

4.17 The Developer shall seek written consent of the Owner prior to agreeing to exchange of the Additional Land or any portion thereof with any Authority and only upon the Owner giving their written consent, the Developer shall be entitled to agree and execute the necessary documents for the exchange of the Additional Land or any portion thereof with any other land parcel of the Authority. Any exchange of any part of the Additional Land shall be carried out in the name of the Owner only.

4.18 The Parties shall jointly appoint a reputed chartered accountancy firm to manage the day-to-day affairs and business of the Project.

4.19 The Developer shall furnish the copies of all communications and Approvals to the Owner within thirty (30) days of their making and receiving, as the case may be.

4.20 All costs and expenses of stamping, engrossing, and registration of this Agreement and any other paper pertaining to this Agreement shall be borne by the Developer.

4.21 Subject to the terms and conditions of the Agreement, the Developer shall be entitled to advertise and market the Project at its own costs and expenses by distributing pamphlets, brochures, publishing advertisements in newspapers, magazines and/or by putting sign-boards, neon-signs or such other modes of advertisement. The Developer shall ensure that the Developer shall not misrepresent or give any mis-statement which is contrary to the terms and conditions of the Agreement.

4.22 All costs, fees, charges and expenses for the correction, renewal, revision, compounding or rectification to any portion of the New Project or its Approvals shall be solely and exclusively borne by the Developer out of their own pockets.

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

4.23 The Developer agrees to take the responsibility to comply with Applicable Laws at its own costs and expenses including but not limited to labour laws, environmental laws, rain water harvesting rules and regulation, underground water utilization rules and regulations and any other Applicable Laws.

4.24 The Developer shall take appropriate insurance policies at its own costs and expenses for carrying out the construction works of the New Project and to safeguard against any liability arising out of any accident or incident during the development and construction works being carried out at site.

4.25 The Developer agree and undertake to fully and completely indemnify the Owner, its nominees and assignees against all costs, expenses, liabilities, damages, cost over-runs, interests, penalties or any other financial liability that the Owner shall have to bear and, or incur and, or become liable owing to the failure of the Developer to complete the construction and development works in accordance with the terms of the additional license so obtained as well as in accordance with the various Approvals obtained for the development of the New Project over the Additional Land.

5. OBLIGATIONS OF THE OWNER: The Owner has agreed and undertaken to perform the below mentioned obligations:

5.1 The Owner agrees to give a power of attorney to the Developer for the purposes of obtaining the license from DTCP for the New Project over the Additional Land as well as for the purposes of obtaining all relevant Approvals for permitting the Developer to carry out the construction and development works and sale of the New Project.

5.2 The Owner shall sign all requisite letters, undertaking(s) and related documents and render all possible cooperation to the Developer to procure all Approvals as may be required by the Developer to develop the New Project on the Additional Land.

5.3 The Owner shall keep the title of the Additional Land absolutely clear and unencumbered during the subsistence of the Agreement.

5.4 The Owner shall permit the ingress and egress to the Additional Land by the Developer, its appointed architects, engineers, authorized employees or any other person duly authorized in this regard by the Developer and the Developer shall be entitled to carry out the pre-development works like demarcation, fencing, measurement of the Additional Land, soil testing, developing site / marketing office or for any other allied purposes on the Additional Land till the additional license is obtained by the Developer for developing the Additional Land into a residential plotted colony in terms of the Policy. Till the date of grant of additional license by DTCP, the Developer shall be in possession of the

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

Additional Land as a licensee only. After the additional license is obtained by the Developer w.r.t. the Additional Land, the Developer shall be entitled to enjoy the actual physical possession of the Additional Land jointly with the Owner and the Developer shall be entitled to undertake the construction and development works of the New Project on the Additional Land.

5.5 The Owner shall comply with the Applicable Laws and Approvals as may be obtained by the Developer from time to time.

5.6 The Owner agrees to constitute the Developer through a nominee of its choice as their attorney by executing a power of attorney so as to authorize and permit the Developer to do all such acts, deeds and things on behalf of the Owner for the purposes of obtaining any Approvals, sanctions or permissions for the development of the New Project in accordance with the terms of the Agreement. Upon failure of the Developer to fulfil its obligations undertaken by the Developer under the Agreement and the said power of attorney is irrevocable.

5.7 The Owner has provided the copies of all title documents of the Additional Land to the Developer as on the Execution Date.

The Owner shall not be responsible and liable for any liability, costs, fees, brokerage fees, charges, expenditure, renewal charges / fees, revision fees / charges, bank guarantees fees / charges, renewal fees, penalties, levies, registration fees, statutory dues and liabilities of any manner, taxes, external or internal development charges or any other financial liability with respect to the Additional License or the License in relation to the development, construction, marketing and sale of the Project on the said Land or the New Project on the Additional Land in terms of the Policy till the completion of the Project.

6. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER: The Developer represents and warrants to the Owner that:

6.1 The Developer is in the business of the developing real estate projects including residential plotted colony, group housing colonies, plots, villas, commercial colonies and other developments in the state of Haryana and has good reputation and goodwill in the real estate industry. The Developer further represents and warrants to the Owner that the Developer has the requisite financial and technical expertise to undertake real estate development on the Additional Land and has the expertise to undertake the marketing and selling of the real estate project to be developed over the Additional Land. The Developer is fully capable and entitled to enter this Agreement.

6.2 The Developer has evaluated the development of the Additional Land and is satisfied that the Additional Land is fully capable of being developed into a residential plotted colony under the Deen Dayal Jan Awas Yojna, 2016 issued by



the Government of Haryana, vide Town and Country Planning Department's Notification dated 08 February 2016, as amended up-to-date.

6.3 That Developer is in the business of the developing real estate projects as per the experience and knowledge of the Developer the construction costs for the development of a residential plotted colony under the Deen Dayal Jan Awas Yojna, 2016 and the Developer has sufficient financial means to meet the expenses for obtaining the license, Approvals, sanctions and permissions for the development and construction of the New Project over the Additional Land and further to meet the development and construction works of the New Project till the completion certificate is granted by DTCP to the New Project.

6.4 No insolvency or dissolution proceedings are initiated or pending against the Developer under the Applicable Laws and the Developer has adequate financial resources and capabilities to execute the New Project in addition to the Project already being executed on the ground out of their own financial resources.

6.5 The Developer has full authority and right and have taken all requisite Approvals to execute this Agreement and perform its obligations hereunder.

6.6 The Developer has adequate resources to develop the New Project which is the subject matter of this Agreement.

6.7 The representations and warranties made by the Developer herein are true and accurate as on the Execution Date in all respects and do not contain any untrue statement of any material fact or omit to state any material fact necessary to make the statement not misleading and will continue to be true and accurate save and except any change(s) in the factual position warranted, occurring or arising as a direct consequence of performance by the concerned Party(ies) of any obligations assumed under this Agreement.

6.8 The Developer assures, accepts and acknowledges that in the event any of the above representations and warranties is not found to be true and/or if it is ever proved otherwise, the Developer shall be in material breach of its obligations under this Agreement.

6.9 There are no reservations affecting the Additional Land and the Additional Land falls within the residential zone and there are no impediments in carrying out construction and development works of the New Project thereon.

6.10 The Developer assures, accepts and acknowledges that the Developer shall be solely responsible for any defect in the title of the Additional Land and shall make good the title of the Additional Land at its own costs and expenses.

7. **REPRESENTATIONS AND WARRANTIES OF THE OWNER:** The Owner represents and warrants to the Developer that:

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7.1 The Owner is the absolute, legal and valid owners having marketable rights, title and interests along with actual, vacant and peaceful physical possession of the Additional Land and no other person has any joint or undivided share in the Additional Land and that the Owner is fully entitled and capable to enter into this Agreement with the Developer.

7.2 The Additional Land is absolutely free from all Encumbrance, injunctions, attachments, liabilities, tenancies, unauthorized occupants, claims and litigations, whatsoever. The Owner further agrees and undertakes to keep the Additional Land free from all Encumbrance and shall keep the title thereof absolutely free and saleable during the period of currency of this Agreement and till the final completion of the New Project thereon by the Developer.

7.3 As of the Execution Date, the Owner hereby represents and warrants to the Developer as follows:

a) it has full authority and right and has taken all requisite Approvals to execute this Agreement and perform its obligations hereunder.

b) there is no order of attachment of the assets of the Owner by any Authority (ies) under any law for the time being in force.

c) there is no legal impediment or bar whereby the Owner can be prevented from selling, transferring or entering into any contract in respect to the Additional Land with any person or persons.

d) the Owner is in exclusive possession of the Additional Land and no other person or party has any right, title, interest or share therein.

e) it has not executed any other agreement/understanding/arrangement with any other person or entity with respect to the Additional Land, which is subject matter of this Agreement.

7.4 The representations provided hereunder are true and accurate as on the Execution Date in all respects and do not contain any untrue statement of any material fact or omit to state any material fact necessary to make the statement not misleading and will continue to be true and accurate save and except any change(s) in the factual position warranted, occurring or arising as a direct consequence of performance by the concerned Party(ies) of any obligations assumed under this Agreement.

8. MUTUAL REPRESENTATIONS AND WARRANTIES TO THE OTHER PARTY: Each of the Parties hereby represent and warrant to the other Party that:

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8.1 Each Party has full power, authority, legal right and capacity to enter into, deliver and perform this Agreement, its respective obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by each Party and constitutes their legal, valid and binding obligation enforceable against it, in accordance with its respective terms.

8.2 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 Party or any of their respective agents, representatives, officers, employees or advisers.

8.3 This Agreement constitutes a legal, valid and binding obligation, and is enforceable against it in accordance with its terms.

8.4 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/his properties or assets is bound or affected and does not result in a violation of any Applicable Laws.

8.5 Any and 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.

9. CONFIDENTIALITY

9.1 The Parties hereto agree to maintain all aspects of this Agreement in the strictest confidence until the date on which the relevant information comes into the public domain other than through disclosure by the Parties, or such other date as may be agreed to in writing by the Parties, and shall only disclose aspects of this Agreement to their directors, investors, lenders, investment advisors, employees and employees of investment advisors, other advisers, including financial and legal advisors, and agents, or pursuant to any legally mandated reporting requirements, or as required pursuant to the constitutional documents of the Parties or the affiliates of the Parties. The Parties further agree that their discussions and exchange of information before and after the execution of this Agreement are strictly confidential and that:

i. subject to appropriate confidentiality arrangements, the Parties may share information relating to this Agreement with their respective affiliates,

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group members and other persons to the extent necessary to obtain the Approvals required to affect this Agreement;

ii. each Party shall use its best efforts to ensure that neither such Party nor any of its directors, officers, employees or agents makes any statement or grants any interview to any representative of the press in connection with this Agreement without obtaining the prior written consent of the other Party; and

iii. this Agreement shall be subject to full disclosure to the extent required by Applicable Laws and regulations in Haryana, India or other applicable jurisdictions.

9.2 No Party shall make any press release about the subject matter hereof nor existence of this Agreement without the prior consent of the other Party except as may be required by Applicable Law or DTCP or HRERA compliances or by any judicial order. In the event any disclosure is required to be made by a Party, the other Parties shall be given a reasonable opportunity to review and comment on such disclosure.

10. DISPUTE RESOLUTION

10.1 All claims, disputes and other matters in question arising out of or related to the Agreement if unresolved by the Parties hereto amicably within 30 (thirty) days of any arising of a dispute shall be submitted to final and binding mediation, conciliation and arbitration.

10.2 The Party requesting arbitration shall do so by giving written notice to that effect to the other Party specifying in the said notice the nature of the dispute.

10.3 In the event of any dispute or difference arising between the Parties relating to this Agreement or any part thereof, the same shall be referred to the sole Arbitrator to be appointed by Delhi International Arbitration Centre, Delhi High Court, New Delhi whose decision shall be final and binding on the Parties. The Party invoking the arbitration shall suggest three names in the communication invoking the arbitration and the other Party shall select one out of the three suggested members, and if the Parties fail to reach to an agreement on the selection of an arbitrator, then the arbitrator be appointed by Delhi International Arbitration Centre, Delhi High Court, New Delhi in accordance with the Arbitration and Conciliation Act, 1996 on an application to be moved by any of the Parties. The arbitrator shall be any retired judge of any of the High Court or the Supreme Court.

10.4 The arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any subsequent amendment,

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supplement or modifications thereof. The proceedings of arbitration shall be in English Language and shall be held at Delhi.

10.5 Subject to the above Arbitration clause the Courts at Delhi alone shall have the sole and exclusive jurisdiction in all matters arising out of, touching and/or concerning this Agreement.

11. NOTICES: Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt or fifteen (15) clear days after posting (if the addressee is outside the country of posting).

For the Developer:
Kind Attention: SANJEET SINGH
Address: 304-305, 3rd floor, Suncity Success Tower, Sector 65, Gurgaon HR 122101
Mobile: +91 93111 76472
E-mail id: chairman@meffier.com

For the Owner:
Kind Attention: Vijender Yadav
Address: C1104, Pride Platinum, Baner Road, Pune, MH 411045
Mobile: +91 9637452253
E-mail id: vijenderyadav@gmail.com

12. GOVERNING LAW: This Agreement shall be governed by and construed and enforced in accordance with the laws of state of Haryana, India subject to the arbitration agreement between the Parties.

13. INDEMNITY:

13.1 In case the Additional Land or any part thereof is lost or found wanting on account of any defect in the title of the Owner or right of the Owner to transfer the same or any other person claiming title paramount to the Owner or on account of any cause whatsoever, the Developer shall be liable for all the actual damages, losses and costs sustained and suffered by the Owner. Accordingly, the Developer agree and undertake to keep the Owner, harmless and indemnified against all claims and expenses which the Owner and / or its nominees may become liable to pay on the aforesaid account.

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13.2 The Developer hereby indemnify the Owner against any delays in development and construction works as agreed herein by the Developer resulting into any liabilities of any nature on the Owner arising out of or in connection with the delay in development and construction works including all costs, expenses, charges, fines, penalties, interest liabilities, renewal costs, delay interest to the customers / allottees or any other liability of any nature whatsoever.

13.3 Each Party shall keep indemnified and hold harmless the other Party against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the non-defaulting Party on account of:

(i) any failure, act, or omission on the part of the defaulting Party to discharge or delay in discharging any liabilities and/or obligations under this Agreement; and/ or

(ii) on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement.

13.4 Each Party hereto shall pay and discharge their respective tax liabilities under the Income Tax Act, 1961 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.

14. FORCE MAJEURE

14.1 Either Party shall not be liable to the other Party, for any delay to comply with its obligations under this Agreement that is caused by events like war, riot, explosion, abnormal weather conditions, fire, flood, pandemic, epidemic, earthquake or similar natural calamity, nation-wide or regional strike and lockout, Government action or regulation ("**Force Majeure Events**").

14.2 If either Party is affected by Force Majeure Events then it shall forthwith notify the other Party of the nature and extent thereof.

14.3 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or non- performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure Event of which it has notified the other Party, and the time for performance of that obligation shall be extended as mutually agreed between the Parties.

14.4 If the Force Majeure Event in question prevails for a continuous period in excess of two (2) months, the Parties shall enter into bona fide discussions with a view



to alleviate its effects, or to agree upon such alternative arrangements as may be fair and reasonable to each of the Parties.

15. MISCELLANEOUS

15.1 The Parties shall be respectively liable for their respective liabilities arising under the laws of income tax and, or any other fiscal liabilities for their respective earnings.

15.2 **Entire Agreement**

This Agreement constitutes the whole agreement between the Parties and supersedes any previous written or oral agreements, understandings, negotiations and discussions between the Parties in relation to the matters dealt with in this Agreement.

15.3 **Assignment**

Except as otherwise provided in this Agreement, the rights and obligations under this Agreement shall not be assigned by any Party to any person without the prior written consent of the other Party.

15.4 **Amendments**

No amendment, supplement, modification or clarification to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Agreement.

15.5 **Severability**

If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or Applicable Laws, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected. If any section or provision of this Agreement is in violation of any Applicable Laws, the Parties shall take all steps to replace such section/ provision of this Agreement with appropriate provision reflecting the understanding of the Parties.

15.6 **Counterparts**

This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

15.7 **Waiver**

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

The waiver of any default or breach under this Agreement by any Party shall not constitute a waiver to otherwise exercise rights or remedies for any subsequent default of a similar nature or under any other terms and conditions of this Agreement.

Failure of any of the Parties to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be waiver of any provisions of the right to enforce such provisions.

15.8 **No Agency**

The Parties agree that nothing in this Agreement shall be in any manner interpreted to constitute an agency for and on behalf of any other Party. Further, it is clarified that nothing in this Agreement shall be treated as giving rise to a partnership or an association of persons between the Parties.

15.9 **Legal and Prior Rights**

All rights and remedies of the Parties hereto shall be in addition to all other legal rights and remedies belonging to such Parties and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid and it is hereby expressly agreed and declared by and between the Parties hereto, that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of any Party hereto, which shall or may have accrued prior thereto.

15.10 This Agreement shall not create the relationship of the partnership between the Owner and the Developer.

15.11 This Agreement is irrevocable and shall remain binding on the Parties.

15.12 The Parties have agreed to not to amend, supplement and, or cancel any of the terms of this Agreement and if required the Parties shall obtain the prior written permission from the Directorate of Town and Country Planning, Haryana before making any amendment, supplement and, or cancelling the terms of this Agreement.

15.13 The Parties shall always comply with all the terms and conditions as may be incorporated in the letter of intent and license to be granted by the Director General Town and Country Planning, Haryana in respect to the said Land. The Parties shall always comply with the Haryana Development and Regulation of Urban Areas Act, 1975 and the rules framed there under. The Parties shall remain bound with the terms and conditions until the Developer obtains the Final Completion Certificate or till DGTCP specifically allows the release of the Developer from complying with such terms and conditions.

For Megasu Infra Private Limited

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For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory



IN WITNESS WHEREOF the Parties are executing this Agreement on the date and placed mentioned hereinabove in the presence of the following witnesses:

For Megasu Infra Private Limited
Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.
Auth. Signatory

OWNER	**DEVELOPER**
For Megasu Infra Private Limited	**For Goel and Sons Developers Pvt. Ltd.**
Through its Authorized Signatory	Through its Authorized Signatory
Mr. Sanjay Rai	Mr. Ravi Kashyap

HARI SHANKAR AMBAVTA
ADVOCATE
SOHNA, GURUGRAM
10.10.2025

WITNESSES:

1. SIGNATURE - _____
   NAME - _____
   ADDRESS - _____
   BIRHAM PRAKASH Nambardar
   Raiseena, Teh. Sohna,
   Distt. Gurugram

2. SIGNATURE - _____
   NAME - _____
   ADDRESS - _____
   GULCHAND NAMBARDAR
   Village Alipur Teh. Sohna
   Distt. Gurugram (H

Authorised Signatory

ANNEXURE – A

DETAILS OF THE SALE DEEDS

1. Sale Deed bearing registered document no. 3471 Additional Book no. I Volume no. 1070 on pages 56- 60 dated 18.06.2025 in respect to 18 Kanal 0 Marla situated in the revenue estate of village Khaika, Tehsil Sohna, District Gurugram.

2. Exchange Deed bearing registered document no. 5530 Additional Book no. I Volume no. 1172 on pages 66- 70 dated 29.07.2025 in respect to 6 Kanal 11 Marlas situated in the revenue estate of village Khaika, Tehsil Sohna, District Gurugram.

3. Sale Deed bearing registered document no. 5287 Additional Book no. I Volume no. 1160 on pages 61 to 65 dated 23.07.2025 in respect to 1 Kanal 9 Marlas situated in the revenue estate of village Khaika, Tehsil Sohna, District Gurugram.

SCHEDULE – I

DESCRIPTION OF THE ADDITIONAL LAND

Land admeasuring 19 Kanal 9 Marlas (2.43125 Acres) situated in Village Khaika, Tehsil Sohna District Gurgaon, Haryana

1. M/s Megasu Infra Private Limited

Village	Rectangle No.	Kila No.	Area (K-M)
Khaika	**30**	23	8-0
	34	3/1	8-0
		8/1	3-0
		8/3/1	0-9
		Sub Total	**19K-9M (2.43125 Acre)**

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 08/10/2025

Certificate No. GFH2025J171

GRN No. 140758726

Stamp Duty Paid : ₹ 1000
(Rs. Thousand Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Ms Megasu infra Private limited

H.No/Floor : 303 Sector/Ward : 65 LandMark : Golf course extn road

City/Village : Gurugram District : Gurugram State : Haryana

Phone: 81******08 Others : Auth sig sanjay rai

Buyer / Second Party Detail

Name : Ms Goel and sons Developers pvt ltd

H.No/Floor : 58a Sector/Ward : 00 LandMark : Roshan garden

City/Village: Najafgarh District : S w delhi State : Delhi

Phone : 81******08 Others : Auth sig ravi kashyap

Purpose : GPA

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

1.	**TYPE OF DEED**		**GENERAL POWER OF ATTORNEY**
2.	**VILLAGES**		**KHAIKA**
3.	**TEHSIL / DISTRICT**		**SUB TEHSIL SOHNA**
4.	**STAMP DUTY**		**1000/-**
5.	**STAMP NO./DATED**		GFH2025J171 **DATED** 08·10·2025
6.	**REG FEE & GRN NO**		**103/-**

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

प्रलेख न:168 दिनांक:10-10-2025

डीड सबंधी विवरण

डीड का नाम	GPA
तहसील/सब-तहसील	सोहना
गांव/शहर	Khaika

धन सबंधी विवरण

राशि 10 रुपये

स्टाम्प ड्यूटी की राशि 1000 रुपये

स्टाम्प नं : GFH2025J171

स्टाम्प की राशि 1000 रुपये

रजिस्ट्रेशन फीस की राशि 100 रुपये

EChallan:140807579

पेस्टिंग शुल्क 3 रुपये

Drafted By: HARI SHANKAR ADV.

Service Charge:200

यह प्रलेख आज दिनाक 10-10-2025 दिन शुक्रवार समय 11:02:00 AM बजे श्री/श्रीमती /कुमारी MS MEGASU INFRA PVT LTDthru SANJAY RAIOTHER निवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया |

उप/सयुंक्त पंजीयन अधिकारी (सोहना)

हस्ताक्षर प्रस्तुतकर्ता
MS MEGASU INFRA PVT LTD

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS GOEL AND SONS DEVELOPERS PVT LTD thru RAVI KASHYAPOTHER हाजिर है | प्रतुत प्रलेख के तथ्यों को दोनों पक्षों
ने सुनकर तथा समझकर स्वीकार किया |दोनों पक्षो की पहचान श्री/श्रीमती /कुमारीBRAHAM PARAKASH NAMBDARDAR पिता . निवासी RAISEEN व श्री/श्रीमती /कुमारी SHRICHAND NAMBARDAR पिता . निवासी ALIPUR, SOHNA ने की |
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप मे जानते है तथा वह साक्षी नं:2 की पहचान करता है |

उप/सयुंक्त पंजीयन अधिकारी(सोहना)

KNOW ALL MEN BY THESE PRESENTS that:-

M/s Megasu Infra Private Limited (CIN: U68200HR2025PTC129182), (PAN No. AATCM0399Q), a Company duly incorporated under the provisions of the Companies Act, 2013 having its registered office at Unit No. 303, Suncity Success Tower, Golf Course Extension Road, Sector-65, Air Force, Sector 65 Police Station, Air Force, Gurgaon, Haryana - 122005 represented by its authorized signatory Mr. Sanjay Rai (Aadhar No. 8182 8358 3255) S/o Kanwar Bahadur Rai R/o Building No. B11, Flat No. 1201, M3M Woodshire, Sector 107, Dharampur Village, Daultabad, Gurugram, Haryana duly authorized vide board resolution dated 07-10-2025 hereinafter referred to as the "Landowner" (which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include its successors-in-interest and assigns), party of the FIRST PART) ;

AND

M/s Goel & Son's Developers Private Limited (CIN: U70100DL2020PTC364165), a Company duly incorporated under the provisions of the Companies Act, 2013 and having its Registered Office at 58A, Khasra No 215/216/2019, Roshan Garden Near Piller No 411, Najafgarh, South West Delhi-110043 executing through its authorized signatory Mr. Ravi Kashyap (Aadhar No. 7045 8978 1255) S/o Shriram, R/o Opposite Devi Mandir, Pingaltu (119), Gorota, Palwal, Haryana-121106 duly authorized vide board resolution dated 07-10-2025 hereinafter referred to as the "Developer", THE SECOND PART.

The terms 'Landowners' shall hereinafter be referred to as the "**Executants**".

A. **WHEREAS** Landowners are the owners of land admeasuring 19 Kanal 9 Marla (2.43125 Acres) land parcel located in the revenue estate of Village Khaika, Sohna Development Plan 2031 AD, Sub- Tehsil Sohna, Sector-4, District Gurugram, Haryana, (hereinafter be referred to as the "**Said Land**") as more particularly detailed in '**Schedule – I**'.

B. **AND WHEREAS** Landowners being desirous of carrying out conceptualization, execution, implementation, development, construction and completion of plots / units over the Said Land, and in furtherance of the same, Landowners entered into Joint Development Agreement dated 10.10.2025 duly registered as Document No.8897 in Book No. 1 in Volume No. 39 at Page No. 187.25 and additionally pasted in Book No. 1319 in Volume No. 39 at Page No 187.25 on 4-7 before the Office of the Joint Sub-Registrar, Sohna with **M/s Goel & Son's Developers Private Limited** w.r.t. the Said Land to jointly exercise the Development rights on the terms and conditions contained therein (hereinafter referred to as "**Definitive Agreement**").

C. **AND WHEREAS NOW** Executants are now desirous of granting certain further powers and authority to the Attorney and Executants have now agreed to execute this General Power of Attorney in terms of the provisions of Definitive Agreements from the execution of this General Power of Attorney.

NOW THEREFORE, Executants do hereby, nominate, constitute, appoint, authorize and empower **M/s Goel & Son's Developers Private Limited** (CIN: U70100DL2020PTC364165), (PAN No. AAICG3142L), a Company duly incorporated under the provisions of the Companies Act, 2013 and having its Registered Office at 58A, Khasra No 215/216/2019, Roshan Garden Near Piller No 411, Najafgarh,

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

Reg. No.	Reg. Year	Book No.
168	2025-2026	4



पेशकर्ता



प्राधिकत



गवाह

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- thru SANJAY RAIOTHER MS MEGASU INFRA PVT LTD_____

प्राधिकत :- thru RAVI KASHYAROTHERMS GOEL AND SONS DEVELOPERS PVT LTD_____

गवाह 1 :- BRAHAM PARAKASH NAMBDARDAR _____

गवाह 2 :- SHRICHAND NAMBARDAR _____

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 168 आज दिनांक 10-10-2025 को बही नं 4 जिल्द नं 8453 के पृष्ठ नं 200 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 4 जिल्द नं 1779 के पृष्ठ संख्या 9 से 12 पर चिपकाई गयी | यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है |

दिनांक 10-10-2025

उप/सयुंक्त पंजीयन अधिकारी सोहना

JOINT SUB-REGISTRAR

South West Delhi-110043 (hereinafter collectively referred to as the "**Attorney**") through a natural individual Mr. Ravi Kashyap (Aadhar No. 7045 8978 1255) duly authorized vide board resolution dated 07-10-2025 with full authority to do following acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, for and on behalf of Executants herein:

1. To sign and apply and follow-up with all the concerned Regulatory Authorities for the matters relating to grant / renewal of licenses under the Haryana Development and Regulation of Urban Areas Act, 1975 / Haryana Apartment Ownership Act, 1983 and rules made thereunder, Haryana Real Estate Regulatory Authority, municipal corporation and other authorities, for and in respect of the Subject Property, the sanctions and approvals of layout plan, plans, zoning plans, occupation / completion certificates, etc., as required under the law for the development, construction and completion of plots / units on the Subject Property and to sign, submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of Executants, as required from time to time in connection therewith by the concerned authorities.

2. To sign, apply submit all and any documents including but not limited to LC-I, LC-IV, LC-IV-B, Indemnity Bond(s), Undertaking(s), Bilateral Agreement(s) as may be required by competent authorities and follow-up with all the concerned Regulatory Authorities including Director General, Town and Country Planning Govt. of Haryana, for grant of LOI / license and renewal / transfer of licenses from time to time and /or apply for issue of license / additional license in respect of the Subject Property or part thereof and / or apply for Change of Land Use (CLU) of the Subject Property or any part of the Subject Property and to do all acts and deed necessary for the same for and on behalf of Executants and deal with all authority or authorities for facilitating the development of the Subject Property or any part thereof.

3. To enter upon the Subject Property and to take possession of the Subject Property (as and when applicable under Definitive Agreements) and take all necessary action for the implementation and development of the Project on the Subject Property.

4. To sign all applications, documents, petitions, affidavits, undertakings, declarations, etc., as may be required and in connection with the release of the Said Land.

5. To do all acts, deeds and things as may be required to procure additional FAR including to apply for and get any approvals for procuring additional FAR under any existing or new policy by any governmental authority.

6. To sign, verify, file, submit, furnish all applications and documents before various authorities in the state of Haryana, central government authorities, Haryana and / or other local authorities, such as Land Acquisition Department, Director, Town and Country Planning, Haryana, Secretary of Finance, Haryana, National Highway Authority of India (NHAI), DHBVN, HVPNL, Environment Department and all other departments and authorities of the state and / or Central Government wherein applications, undertakings, declarations, etc., or any other document may be required to be filed to ensure various compliances and / or in connection with release of the Said Land from acquisition proceedings and matters related thereto.

For Megasu Infra Private Limited

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7. To apply for and obtain from the relevant authorities including the Haryana Real Estate Regulatory Authority and/or Haryana Real Estate Appellate Tribunal, all registrations and Approvals for launch, sale, development and construction of the Project. To undertake all filings and compliances under Haryana Real Estate (Regulation and Development) Act, 2016, and the Haryana Real Estate (Regulation and Development) Rules, 2017 framed there under, as amended from time to time and other rules, regulations as framed by Haryana Real Estate Regulatory Authority, Gurugram and/or Haryana Real Estate Appellate Tribunal, except that title to the lands shall be maintained by the Landowners, or to apply, represent, appear, before Haryana Real Estate Regulatory Authority for all matters pertaining to the said Land including filing complaints, replies, receipt of delayed interest from prospective customers in its own name, forfeiture of any amount as per applicable law or otherwise, payment of compensation/refund to customers.

8. To apply for and obtain licenses, CLU, permissions, NOC, certificates from the concerned authorities including DTCP, Haryana, NHAI, and/or any other concerned authorities under Local / Authority / State / Central Government in respect of commencement and completion of development of the Subject Property along with additional lands as the Attorney may deem fit for plots / units in terms of sanctions and permission or any other applicable laws, rules etc. and for that purpose to sign, file all necessary application, undertaking, agreement, affidavit, bank guarantee, indemnity bond and/or all other papers and documents as may be required from time to time by the concerned authorities.

9. To deposit electricity and water charges against the bills raised by the electricity and water department and get valid receipts issued in its name, obtain refund, if paid in excess, and issue receipts in its name.

10. To sign, file, submit and obtain lay out plan, plans, services plan, revised / modified plans, services plan, any other plan before the concerned authorities including but not limited to Director, Town and Country Planning, Haryana (DTCP), Municipal Authority, and / or any other local authority under the State Government and / or Central Government as may be required from time to time.

11. To apply for and obtain requisite permissions, approvals, sanctions, NOC in respect of the Subject Property from the concerned authorities such as Department of Town and Country Planning, Haryana, Fire Department, PWD, Licensing Authorities, Municipal Authorities and / or authorities in charge of sewer, water, electricity, highways, Airport Authority of India, Ministry of Forest and Environment, Ministry of Mines, Income-Tax Department, any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity bond and such other papers and documents and may be required for these authorities from time to time under its own signature.

12. To commence, carry on and complete and / or cause to be commenced, carried out and completed construction work in terms of the said Definitive Agreements on the part or whole of the Subject Property in accordance with the license and/or sanctioned building plans and specifications.

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13. To enter into Buyers Agreement(s), Allotment Agreement(s), etc. i.e. agreement(s) for sale of units developed on the Subject Property.

14. To receive sale price / lease rent / license fee, money payable by the allotee(s) / purchaser(s) / lessees / licensee(s) / tenant(s) and to appropriate the same unto, its nominee or any other person or entity authorized by the Attorney.

15. To manage the facilities constructed upon the Subject Property and to deposit all types of fees, charges, Security Deposits, demands, dues and taxes with regard to these facilities with concerned authorities.

16. To create mortgage / charge on the receivable of the Project and / or rights and interest with respect to the Subject Property (as defined in Definitive Agreements) all rights, benefit, and interest thereon (present or future), all construction thereon (present or future) against any advance(s) or loan(s) and to sign and execute any document, agreement, deed, undertaking, declaration, etc. in this regard on behalf of Executants with any banks, financial institution or any other person as Attorney may deem fit and to do all such acts, deeds and things, as may be necessary, incidental or ancillary for creation of any such mortgage / hypothecation / charge, of any nature whatsoever, with respect to the rights and interest on the Subject Property and the construction thereon and to pay necessary stamp duty and registration charges, to admit the execution of any such agreements / documents and / or writings in the relevant office of Sub-Registrar of Assurances and to make necessary fillings with the Registrar of Companies and to apply on behalf of Executants for the aforesaid matter. However, Attorney agrees and undertakes that any mortgage deed / security documents creating charge on the receivables from the Project and / or their rights and interest with respect to Subject Property shall clearly set out that Executants shall not have any obligations and / or liabilities to repay any loan and / or interest thereon under such mortgage deed / charge creation document as prescribed under Definitive Agreements.

17. To sign necessary transfer instruments / sale deed / conveyance deed / transfer forms for transferring of the said Project and / or developed area or any part thereof in favour of the purchaser(s) and for the purpose of mutation in the records of concerned local authorities.

18. To execute and get registered by appearing before the concerned Sub-Registrar for execution / signing sale / conveyance deeds, lease deeds, gift deeds, mortgage deeds, license deeds, relinquishment deeds / rectification deed(s), supplemental deed(s), exchange, declaration, award of arbitrator, development agreement(s), joint development agreement(s), etc. or any other document in favor of Government Department(s) or any other relevant authority(ies)/third party(ies), which Attorney deems expedient and necessary in its wisdom

19. To takeover and / or to handover the physical possession of the Subject Property, building(s), built / un-built structures, and all or any other facilities and / or services, in whole or in part.

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20. To pay stamp duty and registration charges and obtain Non-Judicial Stamp Paper of appropriate value, if required, in respect of the abovesaid documents or any part thereof as per the agreement with the unit buyer to apply and obtain all necessary permission(s) and approvals as may be required from time to time including permission from statutory authority, if any, for sale of plots / developed area / units , etc. if required and to the extent and in the manner as permissible under the Applicable Law.

21. To correspond and liaison with all the officers and authorities for issuance of the Non-Judicial Stamp Papers and the execution, presentation, admission, delivery and registration of proper Sale Deed or Deed of Conveyance and / or any agreement or document for agreeing to convey, transfer and / or assign the said project to be developed under Definitive Agreements in favour of the intended purchaser(s) and / or its nominee(s) or assignee(s) in the name of Executants under their own name and signature.

22. To lease the Subject Property or any part thereof, deliver possession on payment of rent or license or otherwise and to ask, receive and recover from all tenants and other occupants all rents, arrears of rents, license money, compensation for use and occupation, profits and all other money outstanding and payable or at any time hereinafter to become outstanding and payable in respect of the Subject Property or part thereof for occupying the same or otherwise in any manner whatsoever.

23. To exercise uninterrupted, exclusive marketing rights and branding rights in respect of the Subject Property.

24. To promote and register the condominium or society or association of apartment buyers or organization of such prospective purchasers, if any, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals, etc. and to represent Executants before all concerned Authorities.

25. To take legal actions in accordance with law as may be required to be taken from time to time for recovery of any dues, on non-payment of any sum as aforesaid, to take proceedings to secure ejectment and to recover possession according to law.

26. To give notice through a lawyer or personally to make payment of rent or compensation or moneys payable by such tenants or other occupants and also to give up the premises and vacate the same.

27. To pass valid receipts in proper form for all moneys received or recovered from any tenants of the said properties as rent / compensation or otherwise.

28. To negotiate with banks / financial institutions for the purpose of obtaining loan financial assistance in respect of the Subject Property and / or land parcel comprised in the Subject Property and/ or for development thereon. The Attorney shall be competent and entitled to execute all such documents as may be required for this purpose including mortgage of the Subject Property or part thereof, along with any structure thereon, whether existing or proposed, (if any).

For Megasu Infra Private Limited

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29. To pay and allow all taxes, assessment charges, deduction, expenses and all other payment and outgoing whatsoever due and payable, to become due and payable for or on account of the Subject Property to the authorities concerned.

30. To pay / receive / refund all property taxes, municipal taxes, other taxes, charges, levies, cesses, penalties, lease monies or other levies in relation to the project to be developed under Definitive Agreements, to make representations, applications, etc. to the appropriate authorities or to make applications for withdrawal of such property taxes, municipal taxes, other taxes, charges, levies, cesses, penalties, lease monies or other levies in relation to the Project, paid in excess or not chargeable and to receive the amount and sign receipt / discharge therefor for and / on behalf of Executants in their own name.

31. To appoint advocates, consultants, and execute further General Power of Attorney(s) and Special Power of Attorney(s) empowering them to do acts and things as mentioned in this Power of Attorney and to do all acts, deeds and things.

32. To do generally all other acts and things as are necessary or are required to be done for the development of the Subject Property in terms of Definitive Agreements.

33. To enter into, make, sign, and do all such contracts, agreements, deeds, mortgages, assurances, instruments and things as may in the opinion of the said Attorney be necessary or convenient or expedient for carrying out the purposes mentioned herein.

34. That the Attorney is entitled to file / defend any suit, proceedings, civil, revenue, taxation or criminal before any court(s) / officer / Authority / Arbitrator / Tribunals, etc. The Attorney shall be entitled to prosecute / defend any such action in the original stage or in appeal, revision, etc. up to the highest court or tribunal. The Attorney is entitled to engage counsel, sign vakalatnama, to produce evidence, to give statement, to deposit or withdraw any amount in respect of the Subject Property, to compromise any matter / proceedings, to suffer any decree, to execute a decree, to obtain possession, appoint arbitrator or commission. The Attorney shall be entitled to exercise the power to institute and defend litigation in respect of Subject Property which is the subject matter of Definitive Agreements and / or enter into any settlement pertaining to the Subject Property and for that purpose make any statement before any court of law / Authority / Arbitrator / Tribunals, etc.

35. To execute, sign and present and / or defend any type of suits, writs, complaints, petitions, revisions, written statements, appeals, applications, affidavits, etc. in law courts i.e. Civil, Criminal or Revenue and / or Tribunal and to proceed in all proceedings before arbitrator or any other authority in our name and on our behalf in matters only concerning with the said project as agreed to be developed under Definitive Agreements and / or land beneath the same or any matter incidental thereto including enhancement of compensation and for that purpose to sign and filing all pleadings, applications, petitions, affidavits, undertakings, appeal proceedings, etc. so as to secure the Subject Property for facilitating the development thereof in accordance with Definitive Agreements.

For Goel & Son's Developers Pvt. Ltd.

Auth. Signator;

For Megasu Infra Private Limited

Authorised Signatory

36. To collect compensation, to get en-cashed such forms / vouchers and to even get compensation enhanced from court of law by filing appropriate proceedings till Apex Court. The Attorney shall be entitled to execute any award / decree by filing appropriate proceedings and shall also be entitled to institute contempt proceedings also.

37. To generally do or cause to be done all such acts, deeds and things as may be necessary in relation to the development / construction and sale of the Subject Property as agreed under Definitive Agreements and to exercise all rights vesting with the Attorney under Definitive Agreements.

38. The Attorney shall be entitled to undertake / implement any of its authorization provided herein through any of assigns or authorized representative including by issuance of further power of Attorney.

39. To do and cause to do all acts deeds and things to ensure compliance with all laws, rules, regulations, notifications, etc. for the time being in force.

40. That this General Power of Attorney has been executed against consideration as agreed in Definitive Agreements and thus is irrevocable and continue to subsist and shall always remain binding on Executants as well as their legal representative, successors etc. notwithstanding the existence of or any change in the constitution of Executants, jointly and/or severally, due to merger / amalgamation, demerger, reverse merger, reconstitution, winding-up, etc. whether voluntary or otherwise, for any reason whatsoever.

GENERALLY to do all such acts, deeds and things, which are not even mentioned in above foregoing paras, as the Attorney may deem fit and proper so as to give effect to the powers, mentioned hereinabove.

All the acts, deeds and things done or caused to be done by the Attorney aforesaid, shall be deemed to have been done for and on behalf of Executants and shall have the same effect as though the same have been done by Executants and it is hereby stated that all such acts, deeds and things have been ratified by Executants.

It is declared that this GPA is irrevocable and shall remain valid until the subsistence of Definitive Agreements.

All capitalized terms used herein and not otherwise defined in this General Power of Attorney shall have the meaning ascribed to them in Definitive Agreements.

The Executants hereby declare that this instrument shall be equally binding on its legal representative, executors, administrators, successors.

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signator;

IN WITNESS WHEREOF, Executants, the above named have executed this General Power of Attorney at Gurugram on the 8th day of October, 2025, in the presence of witnesses:

For Megasu Infra Private Limited

"Landowner"

Authorised Signatory

ACCEPT BY ATTORNEY

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

M/s Megasu Infra Private Limited
Through its Authorized Signatory
Mr. Sanjay Rai

M/s Goel & Son's Developers Private Limited
Through its Authorized Signatory
Mr. Ravi Kashyap

HARI SHANKAR AMBAVTA
ADVOCATE
SOHNA, GURUGRAM
10.10.2025

WITNESSES:

1. **SIGNATURE -** _____

NAME - _____ BRHAM PRAKASH Nambardar

ADDRESS - _____ Raiseena, Teh. Sohna, Distt. Gurugram

2. **SIGNATURE -** _____

NAME - _____ SHRICHAND NAMBARD, R

ADDRESS - _____ Village Alipur, Teh. Sohna Distt. Gurugram (HR)



Land Schedule of 2.43125 Acres Village Khaika Sub Tehsil Sohna, Distt. Gurugram, Haryana

SCHEDULE-1

Details of the Said Land

1. M/s Megasu Infra Private Limited

Village	Rectangle No.	Kila No.	Area (K-M)
Khaika	**30**	23	8-0
	34	3/1	8-0
		8/1	3-0
		8/3/1	0-9
		Total	**19K-9M (2.43125 Acre)**

For Megasu Infra Private Limited

Authorised Signatory

For Goel & Son's Developers Pvt. Ltd.

Auth. Signatory

