

5801
8/8

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 07/08/2024

Certificate No. G0G2024H224



Stamp Duty Paid : ₹ 1705000
(Rs. Only)

GRN No. 119740643



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Balraj Singh

H.No/Floor : 7b

Sector/Ward : 50

LandMark : Building no1 hibiscus

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 97*****33

Others : Smt sunil malik wife of vijender singh malik, resident of gurugram

Buyer / Second Party Detail

Name : Emaar india limited

H.No/Floor : Na

Sector/Ward : 28

LandMark : Near sikanderpur metro station

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 97*****33

Purpose : Stamp Paper for Collaboration Agreement



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

COLLABORATION AGREEMENT

This Collaboration Agreement (“**Agreement**”) is executed at Tehsil Gurugram District Gurugram, Haryana on this 8th day of August, 2024 (“**Execution Date**”).

BY AND BETWEEN

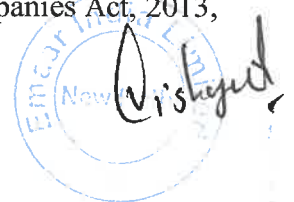
- 1) **Balraj Singh** (Aadhar No. 5794 8220 6482 and PAN: ABRPS2259M), S/o Shri Bhale Ram (Min. Mikar No. 1), resident of Village Gurgaon, District Gurgaon, Haryana
- 2) **Sunil Malik** (Aadhar No. 7188 9611 6356 and PAN: AFIPM4879E), W/o Shri Vijender Singh Malik (Min. Mikar No. 2), resident of Village Gurgaon, District Gurgaon, Haryana

(hereinafter referred to as “**Landowners**”, which expression, shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include their legal heirs, successors-in-interest and nominees), of the **FIRST PART**.

AND

Emaar India Limited (CIN: U45201DL2005PLC133161, PAN: AABCE4308B), a company incorporated under the Companies Act, 1956, and subsisting under the Companies Act, 2013,

[Signature] Sunil Malik 1



प्रलेख न:5801

दिनांक:08-08-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील गुरुग्राम

गांव/शहर बजघेडा

धन संबंधी विवरण

राशि 28360000 रुपये

स्टाम्प ड्यूटी की राशि 567200 रुपये

स्टाम्प नं : G0G2024H224

स्टाम्प की राशि 1705000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:119741230

पेस्टिंग शुल्क 0 रुपये

Drafted By: ANUJ GUPTA ADV

Service Charge:0

यह प्रलेख आज दिनांक 08-08-2024 दिन गुरुवार समय 4:30:00 PM बजे श्री/श्रीमती /कुमारी
बलराज सिंह पुत्र भलेराम श्रीमती सुनिल मलिक पत्नी विजेन्द्र सिंह मलिक निवास द्वारा पंजीकरण हेतु प्रस्तुत किया
गया ।





उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

Sunil Malik

हस्ताक्षर प्रस्तुतकर्ता

बलराज सिंह श्रीमती सुनिल मलिक

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी एमार इंडिया लिमिटेड thru विश्वजीत धनखड़ OTHER हाजिर हैं । प्रतुत प्रलेख के
तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीमहेश कुमार चौहान पिता . निवासी

अधिवक्ता गुरुग्राम व श्री/श्रीमती /कुमारी सुभाष चंदर अरोडा पिता .

निवासी अधिवक्ता गुरुग्राम ने की ।

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





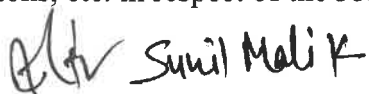
उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

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, Sikandarpur Chowk, Sector – 28, Gurugram (Gurgaon) – 122 002, Haryana, represented by its Authorized Signatory Mr. Ashwani Singh authorized vide Board Resolution dated 29.05.2024 passed by the Board of Directors of Emaar India Limited to sign and execute this Agreement, who has further authorised and appointed **Mr. Vishavajeet Dhankhar** (Aadhar no. 6756 2149 1460) vide Authority Letter dated 06.08.2024 to sign and execute this Agreement and also appear and present this Agreement for registration before the concerned Sub-Registrar (hereinafter referred to as the “**Developer**” which term or expression shall unless repugnant to the context or meaning thereof, deem to include its successors-in-interest, subsidiary(ies), nominees, executors and permitted assigns) of the **SECOND PART**;

The terms ‘Landowners’ and the ‘Developer’ are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Landowners are the true, beneficial and legal owners of land admeasuring approximately 0.825 acres situated at Sector 114, Gurugram, Haryana (“**Project Land**”) more particularly described and demarcated in **Schedule 1** (*Site Layout and Land Schedule*) attached to this Agreement.
- B. The Landowners had acquired the Project Land *vide* the execution of sale deeds identified under **Schedule 2** (“**Landowners’ Sale Deeds**”).
- C. The Landowners represent that Landowners are the absolute owners in possession of the Project Land and they have clear and marketable title to the Project Land and none other than the Landowners have any right over the Project Land. The Landowners are entitled under law to vest clear and marketable title of the Project Land in others and to execute this Agreement and there is no impediment in law or otherwise that may have the effect of preventing a sale/transfer thereof and vesting the absolute title in the Project Land or any portion thereof.
- D. The Project Land is completely free and clear from all Encumbrances (*defined hereafter*) and the Landowners possess clean and marketable title in respect of the same which is free from legal flaws and impediments and if it is ever proved otherwise or if the Developer is ever deprived of the whole or any portion of the Project Land on account of any legal defect in the ownership and title of the Landowners, then the same shall be to the Landowners’ account. The Landowners shall be liable and responsible to make good the loss suffered by the Developer and shall keep the Developer saved, harmless and indemnified against all such losses and damages suffered by the Developer.
- E. The Landowners are not in receipt/knowledge of any default or breach of any law, rules, regulations, etc. in respect of the Project Land.

 Sunil Malik



Reg. No.

Reg. Year

Book No.

5801

2024-2025

1



पेशकर्ता



दावेदार



गवाह

[Handwritten Signature]

उप/सयुंक्त पंजीयन अधिकारी

पेशकर्ता :- बलराज सिंह श्रीमती सुनिल मलिक Sunil Malik

दावेदार :- thru विश्वजीत धनखड़ OTHER एमार इंडिया लिमिटेड Vishavjit

गवाह 1 :- महेश कुमार चौहान [Signature]

गवाह 2 :- सुभाष चंदर अरोडा [Signature]

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5801 आज दिनांक 08-08-2024 को बही नं 1 जिल्द नं 110 के पृष्ठ नं 179.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2813 के पृष्ठ संख्या 28 से 30 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 08-08-2024



[Handwritten Signature]
उप/सयुंक्त पंजीयन अधिकारी गुरुग्राम

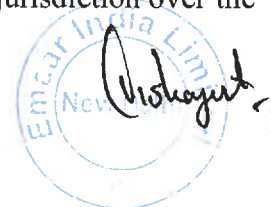
- F. The Developer shall also be eligible to collaborate with other parties and may include land belonging to such other party(ies) or the land owned by the Developer and / or its Affiliates (hereinafter referred to as “**Other Land**”) in and as a part of the Project (*defined hereafter*), though without any liability on Landowners on its holding under collaboration.
- G. The Developer is a private limited company incorporated under the laws of India and engaged in the business of *inter alia* the development of townships, construction of residential/commercial premises, etc.
- H. The Landowners have agreed to grant the exclusive Development Rights in relation to the Project Land to the Developer and the Developer, based on the representations, warranties, covenants and indemnities of the Landowners under this Agreement, has agreed to the unconditional and irrevocable grant of the Development Rights so as to develop the Project on the Project Land.
- I. The Developer and Landowners have agreed to enter into this collaboration for the development of the Project Land, on whole or part thereof, as a shop-cum-office or commercial plotted colony (“**SCO**”), upon the terms and conditions set out hereunder. The Developer shall be responsible for compliance of all terms and conditions of license/CLU/provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 & Rules thereof, till the grant of final completion certificate to the colony or relieved of the responsibility by the Director Town & Country Planning, Haryana (“**DTCP**”) or any other Competent Authority, whichever is earlier

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree as follows:


1. DEFINITIONS

- 1.1 “**Affiliate**” shall, with respect to any Person, mean any other Person, who directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control of such Person. If a Person is an individual, then a Relative of the said Person shall also be his affiliate;
- 1.2 “**Applicable Laws**” or “**Laws**” means any applicable national, state, local or other laws, statutes, regulations, ordinances, rules, bye-laws or approvals and includes orders, judgments, decrees, directives, guidelines, policies, requirements or restrictions, notifications or any similar form of decisions of any Governmental Authority having force of law, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any competent authority having jurisdiction over the matter in question;

Swil Malik




- 1.3 **“Approvals”** or **“Project Approvals”** shall mean and refer to all permissions, no-objection certificates, permits, consents, sanctions, exemptions, licenses and approvals (including modifications and renewals thereof) as may be required from any Governmental Authority for the development and sale of the Project;
- 1.4 **“Business Day(s)”** shall mean a day that is not a Saturday or Sunday or a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881, on which scheduled commercial banks are open for normal banking business in Delhi and Haryana, India;
- 1.5 **“Claims”** shall mean all losses, liabilities, claims, charges, actions, demands, damages, fees, costs, penalties, fees and expenses (including fees and disbursements of counsels, consultants and accountants and Third-Party claims);
- 1.6 **“Clear and Marketable Title”** shall in relation to any land mean:
- (i) that the owner of the said land shall have the absolute title and possession to the said land;
 - (ii) that the owner of the said land shall have the undivided, indivisible, impartible, true and beneficial and sole ownership to the said land;
 - (iii) that the owner of the said land shall have all rights to the said land including easementary rights, benefits, privileges and all other interests to the said land, together with all liberties, advantages and appurtenances attached to the said land;
 - (iv) that the owner of the said land shall have the unrestricted and uninhibited right to alienate, sell, transfer, convey or in any manner whatsoever dispose of the said land along with all its rights, benefits, privileges, interest and together with all liberties, advantages and appurtenances attached to the said land, free from all Encumbrances;
 - (v) the owner of the said land shall have approvals, permits and consents in relation to the said land;
 - (vi) that no legal, quasi legal, administrative, arbitration, mediation, conciliation or other proceedings, Claims, actions or governmental investigations, litigation, arbitration, garnishee or other proceeding of any nature are pending against the said land; and
 - (vii) that all the dues in relation to the Project Land, taxes, maintenance charges and any charges or taxes levied by any government, local authority and/or any civic authorities/agencies regarding the said land have been duly paid.
- 1.7 **“Confidential Information”** means all information relating to this Agreement and the transactions contemplated herein, including the existence and terms of this Agreement, but shall not include information:
- (a) that is already in the public domain other than by breach of this Agreement;
 - (b) that is required to be disclosed in accordance with Applicable Laws or by any Governmental Authority or as per the requirements of any stock exchange on which any Party is listed;
 - (c) that is required to be disclosed to the employees, directors or professional advisors of any Party, subject to the said persons being bound by similar confidentiality obligations;

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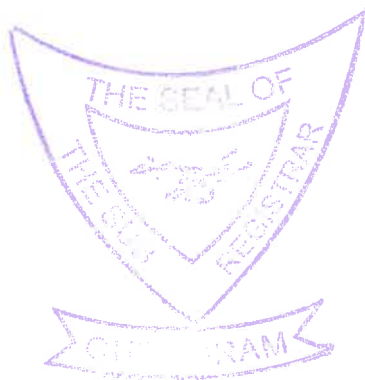





- (d) that is acquired by a Party from a source not obligated to any other Party hereto, or its Affiliates, to keep such information confidential; and
 - (e) that was previously known or already in the lawful possession of a Party, prior to disclosure by any other Party;
- 1.8 **“Contractor(s)”** shall mean the main contractor, sub-contractors and all other Third Party consultants, suppliers and/or vendors including but not limited to the architect, design consultant, landscape consultant, façade consultant, engineering consultant, cost consultant, quantity surveyor, services engineer, civil and structural engineer, planning supervisor, mechanical and electrical engineer, project management consultants, environmental consultant (where necessary), ground investigation engineer, appointed by the Developer for the, development, sale and Marketing of the Project or the exercise of its Development Rights under this Agreement;
- 1.9 **“Developer’s Entitlement”** shall have the same meaning as ascribed to such expression in Clause 7.1 of this Agreement
- 1.10 **“Developer Indemnified Party”** shall mean the Developer, its Affiliates, shareholders and all of its officers, representatives, agents, directors and employees;
- 1.11 **“Development Rights”** shall refer to all development rights in relation to the Project that is proposed to be developed on the Project Land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:
- (a) enter upon and take sole possession and control of the Project Land and every part thereof for the purpose of developing the Project and remain in sole possession, control of peaceful enjoyment of the Project Land or any part thereof until the Project is handed over for operation, management, administration and maintenance to the association of allottees formulated under RERA or the maintenance agency of the Project, as the case may, as per then Applicable Laws;
 - (b) plan, conceptualize, design and execute the Project in accordance with the Applicable Laws and in terms of this Agreement;
 - (c) launch the Project and issue advertisements in such mode as may be deemed fit by the Developer and announce the development of the Project and invite prospective Purchasers, lessees, licensees etc. for allotment and sale of the Saleable Area and have the unhindered right to the Marketing of the Project;
 - (d) appoint, employ or engage Contractors and any other Persons to carry out the development, , implementation or Marketing of the Project, undertake the sale of the Saleable Area or any other activity in relation to the Project and to pay the wages, remuneration, brokerage and salaries of such Contractors/Persons;
 - (e) sole and exclusive right to brand the Project. The Project shall be marketed through utilization of the brand of the Developer, on all promotional material including brochure, leaflets, print media, tele-media, events, advertisement, etc., relating to the Project;
 - (f) the right to issue any press release or make any public statement or other communication about the Project and/or the development;

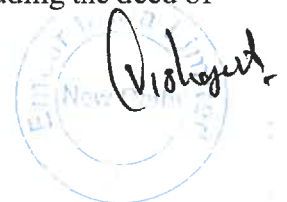
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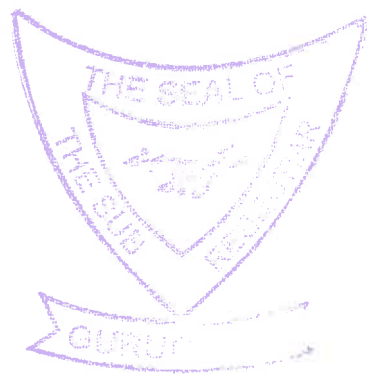




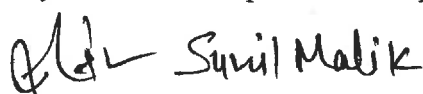
- (g) sell, allot, lease, license or otherwise dispose off or alienate the Saleable Area by way of sale, allotment, or any other recognized manner of transfer; have the sole authority to determine and control pricing of the Saleable Area and car parking spaces to be developed on the Project Land;
- (h) enter into agreements with Purchasers on such terms and conditions as deemed fit, to receive the full and complete proceeds for the sale of the Saleable Area and give receipts upon receipt of the same;
- (i) enter into arrangement with third party for promotional activity for the Project;
- (j) make payment and/ or receive the refund of all deposits to and from all public or Governmental Authorities or public or private utilities relating to the development of the Project Land paid by the Developer, in the manner the Developer may deem fit;
- (k) obtain the Project Approvals and have the right to renew and modify the said Project Approvals;
- (l) make, modify, withdraw applications to the concerned Governmental Authority in respect of Approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed development on the Project Land and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;
- (m) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive development of plots on the Project Land;
- (n) surrender any portion of the Project Land (as may be required under the Applicable Laws) to the Governmental Authorities or any such area falling under the set-back area or under any reservation to the Governmental Authorities in the prescribed manner and to take all necessary steps in that regard and for the benefit of the Project and to make necessary correspondences;
- (o) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the Marketing, leasing, licensing or sale of the premises to be developed on the Project Land as envisaged herein including but not limited to brokerage agreements;
- (p) set up, install and make provision for the various facilities / services at the Project as may be required under the Applicable Laws and/or rules made there under, demarcate the common areas and facilities, and the limited common areas and facilities in the Project, as per the lay out plan and to file and register all requisite deeds and documents under the Applicable Laws including the deed of declaration;

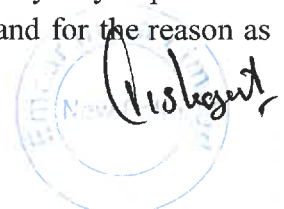
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- (q) manage/maintain the Project/Project Land and the property and facilities/common areas developed/constructed upon the Project Land and/or to transfer/assign right to maintenance to any Third Party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;
 - (r) take appropriate actions, steps and seek compliances and exemptions under the provisions of the Applicable Laws in relation to the Project;
 - (s) generally, do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement and all acts, deeds and things that may be required for the development and implementation of the Project and for compliance with the terms of this Agreement;
 - (t) give receipts and upon execution of the definitive documents in favour of Purchasers; hand over ownership, possession, use or occupation of the Saleable Area, car parking spaces and wherever required proportionate undivided interest in the land underneath i.e. the Project Land without any further reference to the Landowners;
 - (u) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
 - (v) carry out any and all other acts, deeds and things that may be required for the implementation and completion of the Project; and
 - (w) assign all benefits, rights and obligations forming part of the Development Rights (in whole or in part) in favour of any Affiliate of the Developer;
- 1.12 “**Development Risk**” shall mean the occurrence of any of the following events (a) any defect/ claim/ dispute over the title of the Project Land which may be raised by any Person during the course of the Project, including in respect of possession; and/ or (b) revocation, cancellation, modification or any other challenge/ impediment to the POA or subsistence thereof for any reasons; and/or (c) breach of any of the terms and conditions by the Landowners or a failure by them to comply with any of their obligations, covenants and undertakings contained in this Agreement and/or (f) if any notification for acquisition in respect of part or all of the Project Land is issued by any Governmental Authority ;
- 1.13 “**Dispute**” shall have the meaning as ascribed to it in **Clause 15.1** of this Agreement;
- 1.14 “**DTCP**” shall have the meaning as ascribed to it in **Recital I** of this Agreement;
- 1.15 “**EDC**” shall mean the External Development Charges;
- 1.16 “**Encroachment**” shall in relation to any land or property, mean any intrusion whatsoever by a Person (for the purposes of this definition “**Encroacher**”), whether such intrusion is physical or otherwise, whether the intrusion is by the way of a Claim or any actions of the Encroacher, where such intrusion by the Encroacher, inhibits, affects, impacts, creates impediment or in any other manner whatsoever interferes with the ability of the Person who owns or has rights in relation to the said land or property, to enjoy all the rights, benefits, privileges, entitlements and other interests to the said land or property, together with all liberties, advantages and appurtenances attached to the said land or property. It being understood that anything that in any way impedes the ability of the Developer to develop the Project on the Project Land for the reason as

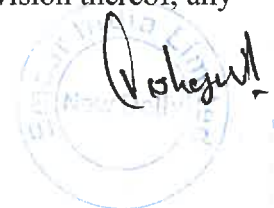
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stated above, shall be deemed to be an Encroachment;

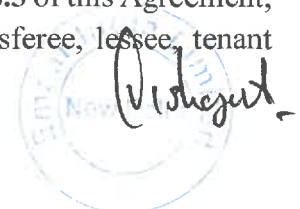
- 1.17 **“Encumbrance”** means any Third Party interest or impediment created pursuant to:
- (a) Encroachment, easement rights, acquisition, attachment, lien, will, exchange, partition, title defect; or
 - (b) memorandum of understanding, development agreement, joint venture agreement, title retention agreement or any other agreement of any nature whatsoever; or
 - (c) legal or regulatory restrictions, mortgage, pledge, equitable interest, lien, assignment by way of security, conditional sales contract, hypothecation, right of other persons, security interest, voting trust agreement, interest, option, charge, commitment, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security) and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same; or
 - (d) disputes, Litigation, requisition, court injunction, claims; and includes any other security interest or encumbrances of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- 1.18 **“Execution Date”** shall mean the date of execution of this Agreement;
- 1.19 **“Force Majeure”** for this Agreement shall mean the events or circumstances or combination of events or circumstances set out below that affects development of the Project thereby preventing performance by any Party in fulfilling their obligations under terms of this Agreement (**“Force Majeure Event”**):
- (i) All acts of God including earthquake, flood, landslide, storm, hurricane, cyclone;
 - (ii) Acts of terrorism;
 - (iii) Industry-wide strikes/ labour disruptions;
 - (iv) War, hostilities (whether declared or not), invasion, rebellion, riots, conflict or military actions, ionising radiation, contamination by radioactivity from nuclear fuel, radioactive toxic explosion;
 - (v) Compulsory acquisition or takeover by any government agency of the Project Land or any part thereof for any reason whatsoever;
 - (vi) Pandemics and epidemics, which adversely affects the development of the Project;
 - (vii) National emergency proclaimed by the President of India;
 - (viii) Delays due to any action or inaction of Governmental Authority;
 - (ix) Any notice, order, rule, notification of any government, including a lockdown order, or other public, judicial, or competent authority or court or change in law; and/or
 - (x) Any other condition(s), event(s) and/or acts reasonably beyond the control of the Party claiming the Force Majeure.
- 1.20 **“Governmental Authority”** shall mean any national, state, provincial, local or similar government or governmental department, any regulatory or administrative authority, branch, agency or instrumentality of any government, political sub-division thereof, any

 Sunil Malik



- statutory body or commission or any non-governmental regulatory or administrative authority including local and municipal authorities, or any other body or organization in India or any court, tribunal, arbitral, judicial or quasi-judicial body to the extent that the rules, regulations and standards, requirements, procedures or orders of such authority, body or other organization having the force of law;
- 1.21 “**IDC**” shall mean Infrastructure Development Charges;
- 1.22 “**Interest Free Refundable Security Deposit**” / “**IFRSD**” shall mean **Rs. 10,00,000/- (Rupees Ten Lacs Only)** payable by the Developer to Landowners.
- 1.23 “**Landowners’ Entitlement**” have the same meaning as ascribed to such expression in Clause 7.1 of this Agreement.
- 1.24 “**Landowners’ Sale Deeds**” shall have the meaning as ascribed to it in **Recital B** of this Agreement;
- 1.25 “**Launch**” shall mean the date when the Developer commences the offer to sell/transfer the first of Saleable Area to the Purchasers;
- 1.26 “**Litigation**” includes any action, cause of action, claim, demand, suit, proceedings, citation, summons, subpoena, inquiry or investigation of any nature whether civil, criminal, regulatory or otherwise, in law or in equity, pending by or before any court, tribunal, arbitrator or other Governmental Authority and includes any notice given by any Third Party to the Developer and any action, cause of action, claim, demand, suit, proceedings, citation, summons, subpoena, inquiry or investigation which are threatened;
- 1.27 “**LOI**” means the letter of intent (to be) issued by the DTCP for the Project on the whole or part of the Project Land;
- 1.28 “**Losses**” means actual and direct damages, fines, charges, losses, liabilities, interests, awards, penalties, costs and expenses, claims, third party claims including, reasonable attorneys’ fees, court costs, and other reasonable costs of enforcement of rights including by way of suit, arbitration, judicial / alternate dispute resolution or other similar proceedings;
- 1.29 “**Marketing**” (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (a) sale/ lease/ transfer of the Saleable Area in the Project, (b) fixation of price, and (c) the allotment, sale/ lease/ transfer or any other method of disposal, transfer or alienation of the Saleable Area and calling for the payments from the Purchasers in relation to the Saleable Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
- 1.30 “**Person**” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws.
- 1.31 “**Project**” shall mean development of shop-cum-office or commercial plotted colony (“**SCO**”) on the part or whole of the Project Land.
- 1.32 “**Project Land**” shall have the meaning as ascribed to it in **Recital A** of this Agreement;
- 1.33 “**Project Name**” shall have the meaning as ascribed to it in **Clause 8.3** of this Agreement;
- 1.34 “**Purchasers**” shall mean and include any buyer, purchaser, transferee, lessee, tenant

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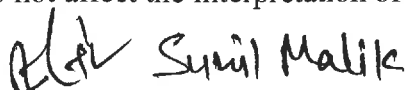


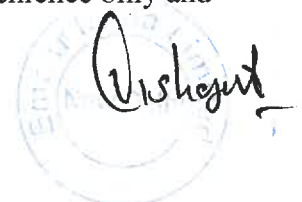
- including a purchaser in default, assignor, transferor, applicant, whether an individual, corporate or otherwise, for any Unit or other part of the Saleable Area of the Project;
- 1.35 “**Relative**” shall have the meaning as ascribed to it under the Companies Act, 2013 (including any amendments thereto);
- 1.36 “**RERA**” shall mean the Real Estate (Regulation and Development) Act, 2016 read with the Haryana Real Estate (Regulation and Development) Rules, 2017, as amended from time to time;
- 1.37 “**Saleable Area**” means and includes all Units including proportionate share in the common areas and such portions of the Project and all development in the Project that can be sold as per the Applicable Laws;
- 1.38 “**Term**” shall have the meaning as ascribed to it in **Clause 13.1** of this Agreement;
- 1.39 “**Transfer**” shall mean the sale, lease, license or any other mode of conveyance of the Saleable Area to a Purchaser; and
- 1.40 “**Unit(s)**” and “**Units**” shall mean an individual SCO Plot of the Project developed on the Project Land, and “**Units**” shall mean more than one Unit or the aggregate of all the Units.

2. INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 2.1 any reference to any statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- 2.2 any reference to the singular shall include the plural and vice-versa;
- 2.3 any references to the masculine, the feminine and the neuter shall include each other;
- 2.4 any references to a “company” shall include a reference to a body corporate;
- 2.5 any reference herein to any clause or schedule or annexure or exhibit is to such clause of or schedule to or annexure to or exhibit to this Agreement. The schedules, exhibit and annexures to this Agreement shall form an integral part of this Agreement;
- 2.6 references to this Agreement or any other Agreement shall be construed as references to this Agreement or that other Agreement as amended, varied, novated, supplemented or replaced from time to time;
- 2.7 the expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the entire clause (not merely the subclause, paragraph or other provision) in which the expression occurs;
- 2.8 each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
- 2.9 any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 2.10 headings to clauses, parts and paragraphs of schedules and are for convenience only and do not affect the interpretation of this Agreement;

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- 2.11 “in writing” includes any communication made by letter or e-mail;
- 2.12 the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 2.13 references to a person’s representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- 2.14 where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words; and
- 2.15 all the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

3. PURPOSE AND UNDERSTANDING BETWEEN THE PARTIES

3.1 This Agreement sets forth the terms and conditions with respect to the following:

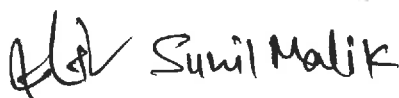
- (a) the irrevocable, unconditional and exclusive grant and transfer of the Development Rights by the Landowners (in the manner specified in Clause 4.1 below) with respect to the Project Land, in favour of the Developer for the consideration in form of an area share as stated herein; and
- (b) the *inter se* rights and obligations between the Parties in relation to the implementation of the Project.

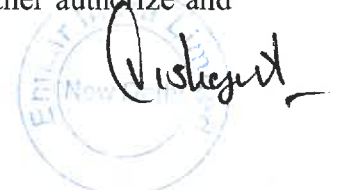
3.2 The Landowners hereby unconditionally and irrevocably agree and acknowledge that notwithstanding anything stated in this Agreement, the Landowners shall assume unconditionally and without any limitation, all Claims arising out of, in relation to or emanating from the following:

- (a) the Project Land including but not limited to the Clear and Marketable Title of the Project Land or part thereof;
- (b) any Encumbrances on the Project Land and/or the Project;
- (c) any Encroachment on the Project Land;
- (d) breach of obligations and covenants under **Clause 16** of this Agreement; and
- (e) breach of its representations & warranties under **Clause 17** of this Agreement.

4. GRANT OF DEVELOPMENT RIGHTS –

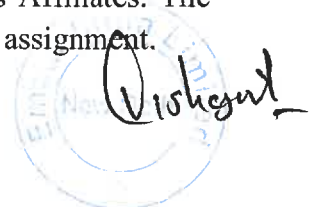
4.1. On and from the Execution Date and in accordance with terms of this Agreement, the Landowners hereby unequivocally and irrevocably grant, assign and transfer the Development Rights solely to the Developer, on an exclusive basis, along with such ancillary and incidental rights as set forth in this Agreement and all other rights as may be necessary, or required by the Developer to manage, undertake and co-ordinate, *inter-alia*, the construction, implementation, development, Marketing and sales of the Project (including the Units and other Saleable Area). The Landowners further authorize and

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- empower the Developer to develop the Project on the Project Land, as per the Developer's sole determination and discretion.
- 4.2. The Parties agree that the Project shall be developed, marketed solely by the Developer in accordance with the terms of this Agreement and as per its discretion.
 - 4.3. Each of the Parties agree that they shall comply with their respective responsibilities, obligations, covenants and warranties as specified in this Agreement and that they have entered into this Agreement, solely relying upon each other's representations, warranties and assurances as set forth in this Agreement.
 - 4.4. Simultaneously with the execution of this Agreement, Landowners shall hand over the possession of the Project Land to the Developer and the Landowners agree that, the Developer shall have the unfettered right to enter the Project Land directly or through its associates, nominees, Contractors and/ or partners, to do all such acts and deeds required and/ or necessary for exercising the Development Rights and for the implementation and development of the Project on the Project Land, in accordance with this Agreement.
 - 4.5. The Landowners further agree and undertake that they shall from time to time execute all such further agreements/ documents, do all such acts and assist the Developer as may be required by the Developer, in its sole discretion, to effectively carry out the full intent and meaning of this Agreement and to complete the transactions contemplated hereunder. Further, the Landowners agree and undertake not to do anything directly or indirectly which may affect, jeopardize or frustrate the objective of this Agreement.
 - 4.6. The Landowners agree and acknowledge that the Developer shall be entitled to add any additional land, if available, into the Project Land at its own cost and expenses and the Landowners shall not be entitled to any share in such additional land, provided that such addition shall not affect the Landowners' share / interest adversely.
 - 4.7. For the purposes of the development of the Project Land, the Developer shall have full authority to interface and deal with the relevant Governmental Authorities for obtaining the Project Approval(s). The Developer shall have the full right and authority to apply for or agree to modifications or amendments to the Approvals as may be considered proper by the Developer, from time to time.
 - 4.8. The Developer shall exercise the Development Rights that are granted to it by the Landowners in compliance with Applicable Laws and in terms of this Agreement. In the event of any conflict between the Applicable Laws and the terms of this Agreement, the Applicable Laws shall prevail, and the Developer shall be under an obligation to carry out the development of the Project in compliance with Applicable Laws.
 - 4.9. Parties agree that this Agreement shall be irrevocable and cannot be terminated and no modification/alteration etc in the terms and conditions of this Agreement can be undertaken, except after obtaining prior approval of the Director, Town & Country Planning, Haryana
 - 4.10. The Developer upon obtaining the License, on part or whole of the Project Land, from DTCP, Haryana and after making the allocation of the Landowners' Entitlement of the Saleable Area, shall at its discretion be at liberty to apply to the DTCP, Haryana for transfer of License solely in its own name. The Developer shall after written consent to the Landowners have the right to assign this Agreement to any of its Affiliates. The Developer shall not need any further document or signature for the said assignment.

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5. DEVELOPMENT OF THE PROJECT

- 5.1 The Project shall be designed, developed, implemented and driven by the Developer either through itself or through the Contractors that it shall appoint, as per its sole discretion, without any protest, demur or objection by the Landowners in relation to the appointment of the said Contractors.
- 5.2 The Developer shall have the sole right to appoint a Contractor as an architect for preparing the detailed architectural and engineering designs and drawings for the Project, for undertaking the master planning of the Project and for all other allied activities. Further the design, quality, cost, layout, aesthetics, landscaping, determination of facilities and architecture of the Project shall be determined at the sole discretion of the Developer. The aforementioned activities would be undertaken either by the Developer itself, any of its partners or by Contractors appointed by the Developer.

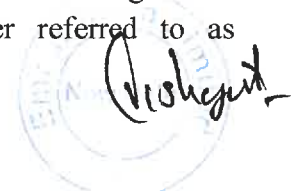
6. APPROVALS

- 6.1 Landowners and the Developer shall comply with all requirements/ conditions stipulated under the Project Approvals, applicable documents and Applicable Laws.
- 6.2 All Project Approvals shall be applied and obtained by the Developer. All costs (including but not limited to statutory costs, costs of consultants) for obtaining all the Project Approvals shall be borne by the Developer.
- 6.3 The Landowners undertake to sign all application, undertakings, documents, affidavits, etc. as may be required by the Governmental Authorities from time to time in connection with obtainment/ renewal/ modifications of the Project Approvals. The Landowners also undertake to provide all such support, in relation to the Project Approvals, at the cost and expense of the Developer, as may be required by the Developer in connection with obtainment/ renewal/ modifications of the Project Approvals. The Developer shall file all applications, undertakings, documents and submitting all affidavits required towards obtaining the Project Approvals and renewals/ modifications, except where Applicable Laws precludes the Developer from undertaking such applications, undertakings, amendments in which instance the Landowners shall undertake such roles.
- 6.4 The Developer shall provide the copy of the Approvals to Landowners received from the Governmental Authority from time to time.

7. IDENTIFICATION OF RESPECTIVE SHARES

- 7.1 In lieu of the development rights granted to the Developer carrying out the development and bearing all costs of Licence, sanction and development, the Developer shall give to Landowners 48% of freehold developed SCO plots developed in the Project (hereinafter referred to as “**Landowners’ Entitlement**”). All other balance areas and balance rights of the duly sanctioned Saleable Area on the said Land, other than falling under Landowners’ Entitlement, will be of the Developer (hereinafter referred to as

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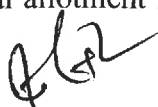


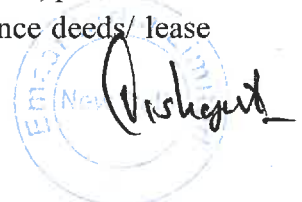
“Developer’s Entitlement”). The common areas of the Project, unless handed over to Residents Welfare Association, shall be shared proportionately in the ratio of Landowners’ Entitlement and Developer’s Entitlement. As per the initial fitment and design, 540 Sq. Yds. of developed SCO plots shall fall under Landowners’ Entitlement Landowners’ Entitlement and Developer’s Entitlement shall be as highlighted in Part B of Schedule I. Any increase/decrease in the total Saleable Area of the Project, post survey, demarcation and observations from Authorities, shall be shared proportionately in the ratio of Landowners’ Entitlement and Developer’s Entitlement. Parties hereby confirm that the consideration as mentioned herein is adequate for the rights being provided to either Party and the Parties shall never challenge the adequacy of the consideration anytime in future.

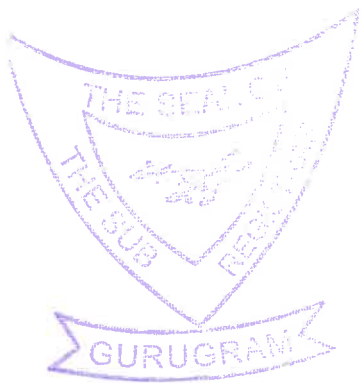
- 7.2 Parties shall enter into an allocation agreement thereby clearly defining and describing the Landowners’ Entitlement and Developer’s Entitlement at the time of receipt of RERA Registration for the Project. Any shortfall in the area allocated against Landowners’ Entitlement/Developer’s Entitlement shall be paid by the Developer/Landowners, respectively, at the time of allocation of Landowner’s Entitlement and Developer’s Entitlement at the average sale price achieved by the Developer on the last ten (10) units of Phase 2 of EBD 114 developed by the Developer.

8. MARKETING OF THE PROJECT

- 8.1 The Parties agree that the Developer shall have the exclusive rights / entitlement of Marketing and branding the Project.
- 8.2 The Parties agree that all decisions regarding the Marketing (including branding, pricing, sales) and all other decisions pertaining to the Project shall be taken by the Developer. Logos as nominated by the Developer shall appear in all the Marketing and sales collaterals, signboards, billboards, promotional materials, brochures, agreements & allotment documents to be executed with the prospective Purchasers and all correspondences with such Purchasers of the Saleable Area. It is agreed and understood that, the Landowners shall have an option of selling the Landowners’ Entitlement in the open market, by themselves, but not below the sale price fixed by the Developer. If Landowners chooses to sell the Landowners’ Entitlement through Developer, then the Developer shall charge brokerage on actuals from the Landowners as marketing fee / expenditure.
- 8.3 The Developer shall solely be entitled to determine the name of the Project (**“Project Name”**).
- 8.4 The Developer shall be entitled to launch, brand and Market/ sell/ transfer the Saleable Area under the Project in such number of phases as the Developer deems fit and appropriate.
- 8.5 The Developer shall solely and exclusively have the right to prepare and finalize all documents and agreements which would be signed by/ with the Purchasers for the entire Saleable Area at the Project, including but not limited to, application forms, provisional/ final allotment letters, unit/ units Purchaser agreements, sale/ conveyance deeds/ lease

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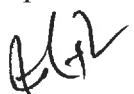
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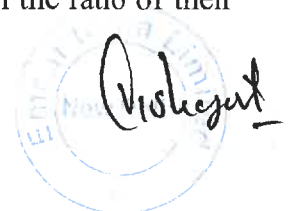
deeds, maintenance agreements and others as the Developer may consider appropriate. The Developer shall be free to solely and exclusively negotiate and finalize the terms of all such sales, leases and licenses with the Purchasers of Developer's Entitlement and with the Purchasers of Landowners' Entitlement if the Landowners chooses to sell through Developer .

- 8.6 All advertisement rights shall vest absolutely with the Developer including its timing, format etc. The design of all Marketing and selling materials will be at the discretion of the Developer and contents of all advertisement/ Marketing materials shall be in consonance of all Applicable Laws. The layout of the components of the advertisement/ Marketing materials etc. shall be in such formats as may be decided by the Developer.
- 8.7 All Purchaser related documentation with respect to the Saleable Area shall be prepared/ drafted by the Developer. The Developer shall be entitled to sign / execute/ issue the same for itself and on behalf of the Landowners (deriving authorizations from the POA) . In the said Purchaser documentation, the Developer shall be entitled to provide on behalf of the Landowners all such representations to the Purchasers that have been represented by the Landowners to the Developer under this Agreement and any other agreement executed between the Parties in relation to the Project.
- 8.8 In furtherance of the above, the Developer shall have complete control over determination of the Market(ing) or Marketing plans for the Project. The Developer as it may deem appropriate shall accordingly prepare a Marketing plan for the Project taking into account the stage of development of the Project, the schedule of development of the Project, market conditions, minimum price of sale or Transfer of Units, payment plans and schedules and terms of agreements to be entered into with the Purchasers of the Units.
- 8.9 In the event the Developer requires the Landowners to execute the deed of declaration/ sale deed/ conveyance deed or any other document with respect to Saleable Area in favour of Purchaser(s), then the Landowners shall execute the same within 10 (Ten) Business Days of receiving intimation in this regard from the Developer.

9. PROJECT EDC/IDC

- 9.1 The Saleable Area of the Project shall be shared between the Landowners and the Developer in accordance with **Clause 7** to this Agreement.
- 9.2 The EDC and IDC on the Landowners' Entitlement and enhancements thereof shall be borne by the Developer initially. In case, the Landowners choose to sell the Landowners' Entitlement through the Developer then the Developer will recover the EDC and IDC from the subsequent Purchasers. In case, the Landowners choose to sell the Landowners' Entitlement themselves then the said EDC and IDC will be paid by the Landowners to the Developer after recovery from the subsequent Purchasers. Further, after handing over the possession to the Purchasers of the Landowners' Entitlement, if there is any additional demand raised by the competent authorities due to increase in EDC and IDC then the said Purchasers shall have to pay for the said increase.
- 9.3 It is agreed that other pass-through charges like maintenance deposit, advance maintenance etc. shall be borne by the Landowners and Developer in the ratio of their respective saleable area share at the time of possession.

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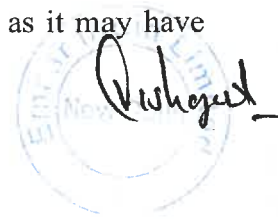
10. INTEREST FREE SECURITY DEPOSIT

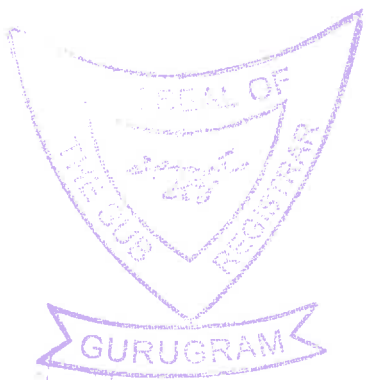
- 10.1 The Developer hereby agrees to pay the IFRSD to Landowners upon execution and registration of this Agreement vide Demand Draft bearing no. 301846 dated 07.08.2024 in favor of Mr. Balraj Singh and Demand Draft bearing no. 301847 dated 07.08.2024 in favor of Smt. Sunil Malik drawn on HSBC Bank, Branch Gurugram which Landowners hereby agree and acknowledge.
- 10.2 The Landowners are under an obligation to refund the IFRSD to the Developer simultaneously upon handover of possession of Landowners' Entitlement. In the event, Landowners fail to refund the IFRSD to the Developer, the Developer shall be entitled to get interest at the rate of 18% per annum till the receipt of IFRSD.

11. INDEMNITY

- 11.1 The Landowners shall indemnify, defend and hold harmless each Developer Indemnified Party, forthwith upon demand and from time to time against any Losses, suffered or incurred by the Developer Indemnified Party, as a result of, arising from or in relation to:
- (a) Non-fulfillment of the liabilities that are assumed by Landowners under Clause 3.2 of this Agreement;
 - (b) any inaccuracy, misrepresentation or breach of the representations made by Landowners as mentioned in this Agreement;
 - (c) any breach of the covenants and obligations that are assumed by the Landowners in this Agreement including but not limited to the covenants and obligations as mentioned in this Agreement;
 - (d) any breach of Applicable Law by the Landowners in respect of this Agreement or the transactions set forth hereunder;
 - (e) gross negligence, fraud or misrepresentation by the Landowners (or any of their respective authorized representatives (where relevant));
 - (f) any breach of the material terms and conditions of this Agreement by the Landowners. It is being clarified that if such breach is capable of remedy then the Landowners should remedy the breach or shall have the same remedied within 30 (Thirty) days of being informed of the breach by the Developer, to the sole satisfaction of the Developer;
 - (g) any Encumbrance of any nature whatsoever in respect of Project Land, except those created in accordance with this Agreement;
 - (h) any impediments on the Development Rights that are vested in favour of the Developer;
 - (i) any Development Risks emanating on the Project/ the Project Land; and
 - (j) any dispute *inter se* the Landowners in relation to the distribution of Landowners' Entitlement.
- 11.2 The indemnification rights of each Developer Indemnified Party under this Agreement is independent of, and in addition to, such other rights and remedies as it may have

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under Applicable Law or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

12. SPECIFIC PERFORMANCE

- 12.1 The Parties to this Agreement agree that, to the extent permitted under Applicable Laws, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages may not be an adequate remedy. Accordingly, the Parties agree that the affected Party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court in the event of any such breach or threatened breach by any other Party. The Parties agree and covenant unequivocally and unconditionally that the affected Party shall be entitled to such injunctive relief, specific performance or other equitable relief without the necessity of proving actual damages. The affected Party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting Party.

13. TERM AND TERMINATION

- 13.1 This Agreement shall be effective on and from the Execution Date and shall remain in force unless terminated in accordance herewith (“**Term**”).
- 13.2 Since considerable expenditure, efforts and expertise are involved in obtaining the Project Approvals for the Project, it is agreed by all Parties that the Landowners shall not cancel/terminate/repudiate/rescind this Agreement or cancel/terminate/ revoke the POA given under this Agreement or challenge the validity of this Agreement under any circumstances whatsoever.

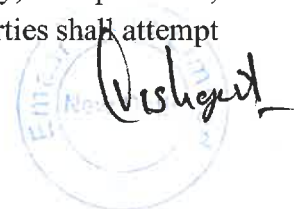
14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of India. Subject to Clause 15 (*Dispute Resolution*), the courts in Gurugram shall have exclusive jurisdiction over all disputes arising from or in connection with this Agreement.

15. DISPUTE RESOLUTION

- 15.1 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination between any of the Parties (“**Dispute**”), such Parties shall attempt

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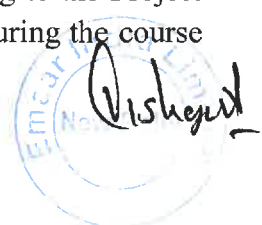
to first resolve such Dispute or claim through discussions between senior executives or representatives of the disputing Parties in the light of basic intent and spirit of this Agreement.

- 15.2 If the Dispute is not resolved through such discussions within 30 (Thirty) days then either Party shall be entitled to send a written notice of arbitration on the other disputing Party requesting the commencement of arbitration proceedings in Gurgaon in accordance with the Indian Arbitration and Conciliation Act 1996 and rules framed thereunder for the time being in force, which rules are deemed to be incorporated by reference in this clause. The language of the arbitration shall be in English.
- (a) The Seat and Venue of Arbitration shall be in Gurgaon;
 - (b) the Dispute shall be resolved by 3 (Three) arbitrators;
 - (c) the arbitration proceedings shall be conducted in English; and
 - (d) the award rendered by the arbitral tribunal shall be final and binding on the Parties;
- 15.3 Each disputing Party shall co-operate in good faith to expedite the conduct of Arbitration proceedings commenced under this Agreement.
- 15.4 The Parties shall be responsible to bear their respective costs and expenses in relation to any such Arbitration proceeding and any cost with respect to such arbitral tribunal shall be borne equally by both Parties unless the arbitral tribunal decides otherwise.
- 15.5 While any dispute is pending, the disputing Party(ies) shall continue to perform such of their obligations under this Agreement which do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.

16. COVENANTS AND OBLIGATIONS OF LANDOWNERS

- 16.1 Landowners shall extend all cooperation and do all such acts and deeds that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to the Developer, as may be reasonably required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby. Landowners shall execute, as may be required by the Developer, from time to time, all applications, affidavits, plans or other documents and furnish all relevant information in respect of the Project Land, as the Developer may request from time to time.
- 16.2 Landowners shall ensure that there are no Encumbrances are created on the Project Land and/or the Project during the Term of this Agreement, except for the Encumbrances permitted or required by the Developer, through a prior written approval.
- 16.3 Landowners shall comply with all the terms, conditions and its obligations contained in the Agreement in a time bound manner without any delay or demur.
- 16.4 Landowners shall furnish to the Developer, in such time as may be reasonable, having regard to the timing and nature of any request therefore, with all necessary and relevant information, Approvals and data in possession of Landowners relating to the Project Land or Project and which is reasonably required by the Developer during the course of development of the Project.

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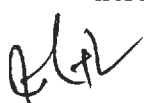
- 16.5 Landowners shall not unreasonably delay any decision required to be taken by Landowners under this Agreement in relation to the Project.
- 16.6 Landowners shall fully co-operate with the Developer for enabling the Developer to exercise the Development Rights, in the manner envisaged in this Agreement.
- 16.7 Landowners will, at their cost and expense, at all times ensure that the Project Land remains free from all Encroachments and take all steps necessary to remove Encroachments, if any.
- 16.8 The rights and entitlements of the Developer under this Agreement including the interest created in the Project Land in favour of the Developer by virtue of this Agreement, the POA shall not be affected in any manner in case of any bankruptcy, liquidation, and/or winding up proceedings relating to the Landowners or event leading to the same.
- 16.9 All liabilities of previous and existing stakeholders (government, tax authorities, parties claiming any interest in the Project Land / development etc.) relating to the Project Land and the Project shall be borne by the Landowners including but not limited to any Litigations that arise due to any acts or omissions of the Landowners and the Landowners represents that no liabilities are existing in relation to the aforementioned stakeholders as the Execution Date.
- 16.10 Landowners, at any time on or after the Execution Date, shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any Encumbrance in or over or in relation to the Development Rights, the Project Land or the Project.
- 16.11 Landowners shall ensure that during the subsistence of this Agreement, no Person, acting under or through it, does any act of commission or omission that: (a) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer; or (b) whereby the grant and transfer of the Development Rights or the rights of the Developer in respect of the Project Land is prejudicially affected. In performance of their duties and exercise of their rights, powers and authorities under this Agreement, Landowners shall act in the best interest of the Developer and shall not, in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of the Developer.

17. REPRESENTATIONS & WARRANTIES

17.1 MUTUAL REPRESENTATION & WARRANTIES OF LANDOWNERS AND DEVELOPER

Each of the Landowners jointly and severally represents and warrants to the Developer and the Developer represents and warrants to the Landowners that:

- (a) They are the recorded owners and are legally entitled to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including power of attorney and consents, contemplated hereunder or pursuant hereto (the “Other Documents”); and

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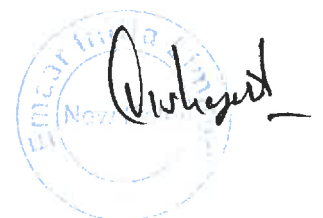
- (b) The execution, delivery and performance of this Agreement and/or POA and/or Other Documents and the consummation of the transaction contemplated hereunder or under the Other Documents has been duly authorised by all necessary corporate or other action of the Party; and the same does not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; and/or (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

17.2 REPRESENTATION & WARRANTIES OF LANDOWNERS

In addition to the representations and warranties provided by the Landowners elsewhere in this Agreement, the Landowners further represents and warrants to the Developer that:

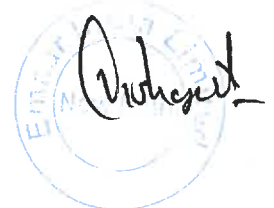
- (a) The information stated under the Recitals is true, accurate and complete in all aspects and are not misleading;
- (b) The Landowners' Sale Deeds have been duly executed by the Landowners. The Landowners' Sale Deeds are the only sale deeds for the Project Land and the said Landowners' Sale Deeds are legal, valid and subsisting. The valid consideration that was payable to the sellers by the Landowners under the said Landowners' Sale Deeds has been duly paid and received by the respective sellers;
- (c) The Landowners have a Clear and Marketable Title to the Project Land, free from any Encumbrance, with absolute and unfettered possessory rights and entitlements;
- (d) Landowners are in the actual unfettered physical vacant possession of the Project Land and the same is duly bound and there is no encroachment or threatened encroachment on the Project Land by any Third Party whatsoever and any encroachment on the Project Land shall be removed by the Landowners their cost and expenses;
- (e) The Landowners are the sole lawful owner of the Project Land with a clear title to the Project Land and has been mutated as the owner of the Project Land in the revenue records of the local authorities and there are no discrepancies pertaining to the Project Land in the government revenue records;
- (f) The true and complete list of the Landowners' Sale Deeds in respect of the Project Land is set out under **Schedule 2** to this Agreement;
- (g) There are no restricting conditions applicable from Heritage Structure Committee, Archaeological Survey of India or any other Governmental Authority preventing the development of the Project on the Project Land;
- (h) There are no Third Party claims against the Project Land and no dues are payable by or the Landowners to any Governmental Authority or any Third Party in relation to the Project Land or the Project;

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- (i) The Project Land is not affected by any development plan reservation or set back and there is no impediment, prohibition or restriction upon the present or future development of the Project Land as contemplated herein;
- (j) The Project Land is vacant, contiguous, at the level of road, is not water logged and has no nallah or gas pipelines passing through it;
- (k) The Project Land nor any part thereof is "forest land" and nor any other category of restricted land and the Landowners have not received any notice from any Governmental Authority in the said regard;
- (l) The Project Land is demarcated and surveyed by the concerned Governmental Authority and there are no disputes vis-à-vis boundaries of the Project Land with any of the adjoining Landowners;
- (m) No proceedings are pending under the Urban Land (Ceiling and Regulation) Act, 1976 with respect to the Project Land or any part thereof and nor have the relevant authorities sought possession of any part of the Project Land and no part of the said Project Land have been handed over to the authorities under the said Urban Land (Ceiling and Regulation) Act, 1976;
- (n) Landowners have not entered into any deeds, documents, writings and/or development agreements or any other agreements or arrangements of any nature whatsoever with any Person or party, with respect to the Project Land or any part thereof;
- (o) Neither there is any agreement or arrangement or contract, the performance or non-performance of any of its clauses could lead to any creation of Encumbrances on the Project Land or any part thereof nor the Landowners have in any way encumbered or agreed to create any Encumbrance on the Project Land or any part thereof;
- (p) There are no orders of any other kind of any Governmental Authority with respect to the Project Land or any part thereof whereby the Owner is prohibited or restrained from entering into this Agreement or fulfil its obligations under this Agreement;
- (q) The Project Land is not as of the Execution Date subject to any Litigation whatsoever, whether from Governmental Authorities or from any Third Party and nor are there any proceedings pending under the Income Tax Act, 1961 against the Landowners with respect of the said Project Land nor are there any proceedings pending against the Landowners on account of which the Project Land could be attached nor have the Landowners received any notice with respect to the Project Land from any Governmental Authorities or any Third Parties;
- (r) Landowners have paid up to the date hereof all property taxes, rates, duties, cesses, levies including N.A. assessments, other assessments, water charges, electricity charges or any other amount payable to any authority in respect of the Project Land and there are no taxes, charges or payments in relation to the Project Land which are pending as on the Execution Date;

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- (s) There are no encroachments, trespassers or tenants or occupants or any rights created in favour of Third Parties with respect to the Project Land or any part thereof;
- (t) Landowners have not omitted to disclose any material fact to the Developer in respect of the Project Land and all facts, details and documents that have been asked by the Developer have been provided to the Developer;
- (u) All correspondence between Landowners and the Governmental Authority in relation to the Project Land has been shared with the Developer;
- (v) All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer and continues to be, true, complete and accurate in all respects and not misleading in any manner;
- (w) Landowners affirm and confirm that Landowners and their legal heirs / legal representatives shall not challenge the commercial terms as captured in this Agreement and shall always execute any further documents / power of attorney(ies), if required, for the development of the Project Land. Landowners hereby acknowledge that any delay in procuring the Approvals for the development of the Project Land by the Developer caused on account of non-availability / delay of any documents to be furnished on behalf of the Landowners to the Developer shall extend the respective timelines as captured in this Agreement with equivalent number of days.

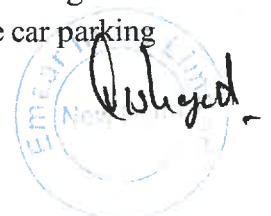
17.3 Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.

17.4 Notwithstanding anything stated in this Agreement, Landowners hereby conditionally and irrevocably agree and acknowledge that the Developer has entered into this Agreement solely based on the representations and warranties of Landowners as stated in this schedule and the Agreement.

18. Maintenance of Common Amenities and Common Areas

18.1 The Parties hereby agree that till the time the association of the allottees in respect of the Project or any part thereof, is formed, Developer and/or any Person(s) appointed by Developer from time to time ("**Maintenance Agency**") shall be entitled to exclusively manage and maintain (but excluding any replacement costs) Common Amenities and Facilities and Common Areas and the car parking areas in the Project. Such appointment shall be binding on the transferees of the Parties. Further, till the time the association of the allottees is formed and the maintenance obligations are transferred to such association of the allottees, the Maintenance Agency shall exclusively enter into contracts directly with tenants / licensee / other transferees of the Project, the intent being that rights to manage and maintain the amenities and facilities, the Common Areas and the car parking

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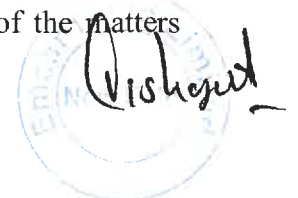
areas in the Project, till the time the association of the allottees is formed, shall at all times exclusively be maintained and managed by the Maintenance Agency and neither the Parties nor any of their transferee be entitled to appoint any other third party agency in this regard. Maintenance fees shall be payable from the date of issuance of intimation of offer of possession of any unit of the Saleable Area of the Project till the time the association of the allottees is formed for the Project. In the event any part of the Saleable Area in the Project is lying vacant, fees payable to the Maintenance Agency by the respective Parties owning such Saleable Area and shall be at such rate(s) that is charged by the Maintenance Agency at such time.

- 18.2 The Parties' obligation to pay such charges with respect to such vacant Saleable Area in the Project forming part of their respective shares (unless transferred/ sold), shall commence on and from the date of issuance of intimation of offer of possession of any unit of the Saleable Area of the Project of which such vacant Saleable Area is comprised, and shall be till the time the association of the allottees is formed. The Parties confirm and agree that the Maintenance Agency is duly authorised to appoint and engage the services of other property managers/ service providers in relation to the common amenities and facilities and Common Areas.
- 18.3 Notwithstanding the maintenance and management rights of the Maintenance Agency, it is clarified that if there is a requirement to replace any components of the amenities and facilities in the common amenities and facilities, the costs towards the same shall be borne by the Parties in accordance with their sharing ratio. All obligations under this clause shall be considered binding on the Parties and these covenants will run with the development carried out herein and be binding on all transferees of the development and all Person in whose hands the development may come at all times.
- 18.4 The Parties agree that the maintenance charges levied by the Maintenance Agency pursuant to Clause 18.1 above shall be at such rates as may be determined by the Maintenance Agency from time to time (excluding applicable taxes).

19. CONFIDENTIALITY AND NON-DISCLOSURE

- 19.1 Each Party shall keep all Confidential Information shared with it by any other Party confidential and shall not, without the prior written consent of the relevant other Party, divulge the Confidential Information to any other Person or use the information other than for carrying out the purposes of this Agreement.
- 19.2 In the event that for any reason this Agreement is terminated before the LOI is granted, and the transactions contemplated hereby are not implemented, each Party shall, immediately return any and all documents and information constituting part of the Confidential Information, if any, in its possession to the other Party.
- 19.3 No formal or informal public announcement or press release which makes reference to the Developer or the terms and conditions of this Agreement or any of the matters

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referred to herein, shall be made or issued by or on behalf of any Party to this Agreement without the Developer's written consent. If any Party is obliged to make or issue any announcement or press release required under the Applicable Laws or by any Governmental Authority, it shall seek the approval of the Developer for the announcement or release before it is made or issued.

20. NOTICES

20.1 The notices to be sent to the Parties shall be as follows:

- (a) Any notice or other communication required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

For the Landowners:

Address: Flat No. 7- B, Building 1, Hibiscus, Sector 50, Gurgaon,
Haryana

Kind Attn: Mr. Balraj Singh

Email: balrajmor@gmail.com

For the Developer:

Address: Emaar Business Park, Sikandarpur Chowk, Sector 28, Gurgaon,
Haryana

Kind Attn: Mr. Vishavajeet Dhankhar

Email: legaldept.in@emaar.ae

- (b) Any notice or other communication shall be sent by courier or registered post with acknowledgement of receipt or by hand delivery or by e-mail.
- (c) All notices referred in this Agreement or other communications shall be deemed to have been delivered (i) if sent by courier or registered mail with acknowledgement of receipt or hand delivery, then the date contained in the acknowledgement; or (ii) if sent by e-mail, at the time of confirmation of transmission recorded on the sender's computer.

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

21. MISCELLANEOUS


21.1 Entire Agreement

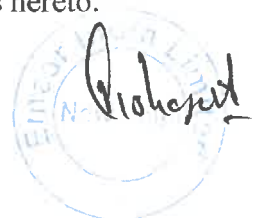
This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements. In case of conflict between clauses of this Agreement, the clauses shall be read and interpreted in the light of intent and spirit of this Agreement.

21.2 Binding Agreement

This Agreement shall be equally binding and enforceable against the Parties hereto.

21.3 Survival

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The provisions of Clause 1 (Definitions), Clause 2 (Interpretation), Clause 11 (Indemnity), Clause 13 (Term and Termination), Clause 14 (Governing Law and Jurisdiction), Clause 15 (Dispute Resolution), Clause 17 (Representation & Warranties), Clause 19 (Confidentiality and Non-Disclosure), Clause 20 (Notices), and Clause 21 (Miscellaneous) and any other provisions as may be applicable or relevant thereto together with such provisions which expressly or by implication survive termination, shall survive termination of this Agreement.

21.4 Amendment

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

21.5 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes, or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, it shall not affect the validity or enforceability of any of the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on such provision to be substituted, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

21.6 Waivers and Cumulative Rights and Remedies

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

21.7 Assignment

The Landowners shall not be entitled to assign their rights and obligations under this Agreement. The Developer will be permitted to assign its rights and obligations under this Agreement to an Affiliate after taking written consent from the Landowners which shall not be withheld unreasonably.

21.8 Acknowledgement

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

21.9 Stamp Duty, Taxes, Costs and Expenses

- (a) Any stamp duty, registration charges and other related costs payable on this Agreement shall be borne by the Developer.
- (b) Each Party shall bear their own respective income tax, GST and such other taxes applicable individually.

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- (c) Each party shall bear their respective cost of transaction, including but not limited to brokerage, legal fee, due diligence expenses etc.
- (d) All taxes, stamp and registration expenses related to transfer of Landowners' Entitlement shall be borne by the Landowners.
- (e) It is agreed by the Parties hereto that the transactions contemplated herein shall be consummated in a manner as advised by the third-party tax and legal advisors of Parties. The Parties hereto shall arrive at such a transaction structure which will be efficient and effective from financial, tax, regulation and compliance perspective under Applicable Law. Every endeavour shall be made to have tax and cost-effective transaction structure for Parties.

21.10 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, shall constitute one and the same instrument.

SCHEDULE 1
PART - A
LAND SCHEDULE

1. Sh. Balraj Singh Son of Sh. Bhale Ram

| Village | Rectangle No. | Killa No. | Area in Kanal Marla |
|----------|---------------|---------------|---------------------------------|
| Bajghera | 14 | 2/1min | 1 - 16 |
| | | 2/2/1min | 1 - 14 |
| | | Total: | 3 K- 10 M Or 0.4375 acre |

2. Smt. Sunil Malik wife of Sh. Vijender Singh Malik

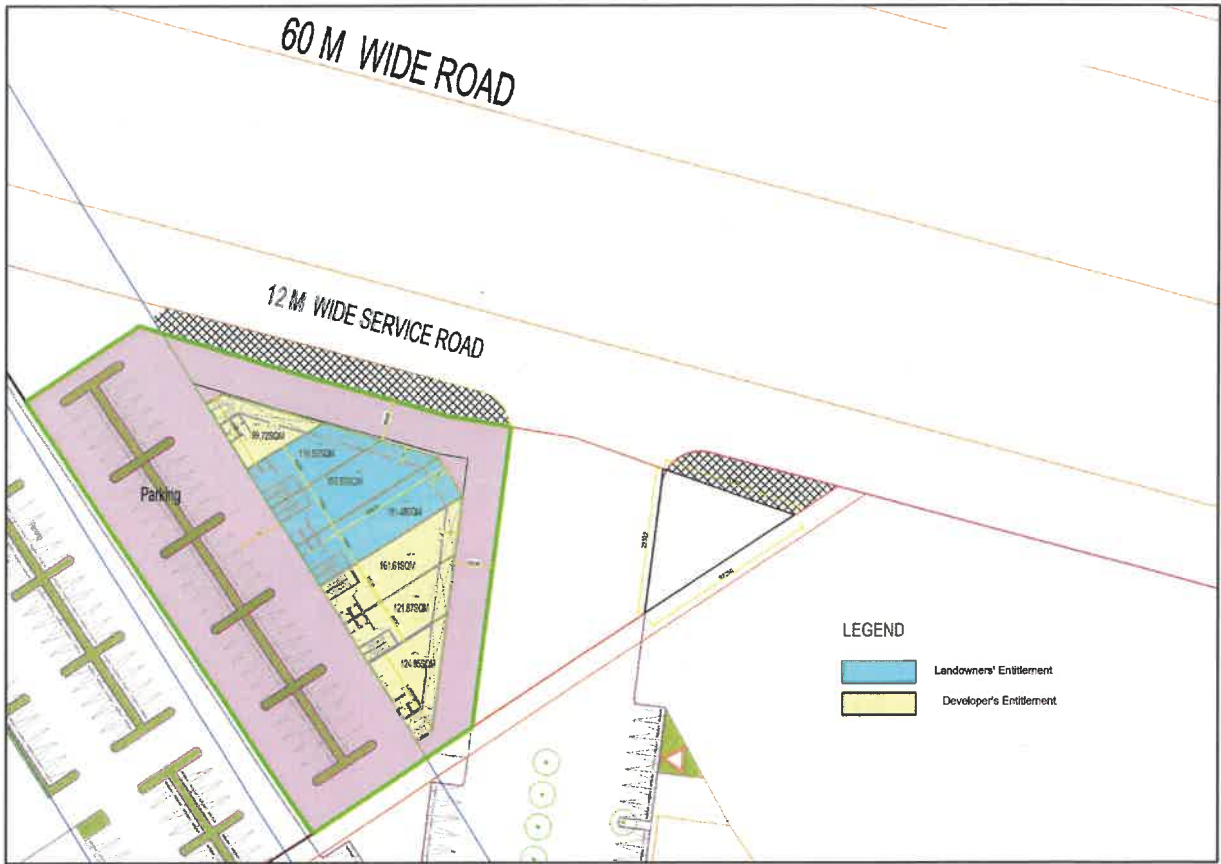
| Village | Rectangle No. | Killa No. | Area in Kanal Marla |
|----------|---------------|---------------|--------------------------------|
| Bajghera | 14 | 2/2/2min | 1 - 16 |
| | | 9/1min | 1 - 2 |
| | | 26 | 0 - 4 |
| | | Total: | 3 K- 2 M or 0.3875 acre |

| | | | |
|--|--|-----------------|--------------------------------|
| | | G.Total: | 6 K- 12 M or 0.825 acre |
|--|--|-----------------|--------------------------------|

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PART B: SITE LAYOUT



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SCHEDULE 2
PART A: LANDOWNERS' SALE DEEDS

1. Sale Deed dated 30.05.2007 executed by Fateh Singh in favour of Mr. Balraj, duly registered as Registration No. 4916 in the Registration Year 2007-2008 in Volume No. 9753 on Page No. 141 in Book No. 1 and additional copy pasted at Serial No. 1 in Volume No. 832 on Pages 54 – 55 on 30.05.2007 before the Office of the Sub-Registrar, Gurgaon for land bearing Khewat No. 359 Khata No. 373 Mutation No. 1553 Mustil / Kila No. 14//1/3/1(2-16) 2/1(3-0) 2/2/1(2-4) Total Kita 3 Total Land admeasuring 8 Kanals 0 Marla Salam Jamabandi 1999-2000 Village Bajghera, Tehsil and District Gurgaon, Haryana.
2. Sale Deed dated 02.12.2005 executed by M/s. Vraj Properties Pvt. Ltd. in favour of Ms. Sunil Malik, duly registered as Registration No. 17974 in the Registration Year 2005-2006 in Volume No. 8463 on Page No. 130 in Book No. 1 and additional copy pasted at Serial No. 1 in Volume No. 898 on Pages 47 – 48 on 02.12.2005 before the Office of the Sub-Registrar, Gurgaon for land bearing Khewat No. 359 Khatauni No. 373 Mustakil No. 14//1/3min south (2-0), 2/2min south (2-12), 26(0-4), 9min north (3-4) Total Land admeasuring 8 Kanals 0 Marla Jamabandi 1999-2000 Revenue Estate of Bajghera, Tehsil and District Gurgaon, Haryana.

IN WITNESS WHEREOF EACH EXECUTANT has set its hand on the 8th day of August, 2024 first mentioned above hereunder:

Landowners



Mr. Balraj Singh



Ms. Sunil Malik


Emaar India Ltd.



Through its authorized signatory


Vishavajeet Dhankhar

Witness:-1



Mahesh K. Chauhan
Advocate
Distt. Courts, Gurugram

Witness:-2



S.C. ARORA
Advocate
Distt. Courts, Gurugram

