

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 01/04/2021

Certificate No. G0A2021D873



Stamp Duty Paid : ₹ 50000

GRN No. 75936195



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Forsythia probuild Private Limited

H.No/Floor : 306/308

Sector/Ward : Na

LandMark : Square one c2 district center

City/Village : Saket

District : Delhi

State : New delhi

Phone: 99*****17

Others : Emaar india limited



Buyer / Second Party Detail

Name : Silver x projects India Private limited

H.No/Floor : 02gf

Sector/Ward : 49

LandMark : Hamelia street emalia tower 2b

City/Village: Vatika city

District : Gurugram

State : Haryana

Phone : 99*****17

Purpose : Non Judicial Stamp Paper for Deficiency Stamp

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

For Silver X Projects India Pvt. Ltd.

Rajesh Singh
Director

[Signature] Emaar India Limited

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर नौरंगपुर

धन संबंधी विवरण

राशि 61625000 रुपये

स्टाम्प ड्यूटी की राशि 1232500 रुपये

स्टाम्प नं : G0A2021D186

स्टाम्प की राशि 1232500 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:75893441

पेस्टिंग शुल्क 0 रुपये

DeficiencyStampno:
G0A2021D873

DeficiencyGrnno: 75936195

DeficiencyAmt: 50000

Drafted By: M K Chauhan ADV

Service Charge:0

यह प्रलेख आज दिनांक 01-04-2021 दिन गुरुवार समय 4:15:00 PM बजे श्री/श्रीमती /कुमारी

FORSYTHIA PROPBUILD PVT LTDthru PRAVEENOTHER EMAAR INDIA LIMITEDthru PRAVEENOTHER निवास
306 308 SQUARE ONE CENTRE SAKET द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।



हस्ताक्षर प्रस्तुतकर्ता

FORSYTHIA PROPBUILD PVT LTD EMAAR INDIA LIMITED

उप/संयुक्त पंजीयन अधिकारी (Manesar)

सब जेजिरदार
मानेसर (गुडगाँव)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी SILVER X PROJECTS INDIA PVT LTD thru RAJENDER SINGHOTHER हाजिर
है । प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारीVikas Yadavपिता Dharam Vir निवासी

Tikri Faridpur व श्री/श्रीमती /कुमारी Kulvinder singh पिता Ajit singh

निवासी Bhorakalan Pataudi ने की ।

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



उप/संयुक्त पंजीयन अधिकारी (Manesar)

सब जेजिरदार
मानेसर (गुडगाँव)

Non Judicial		Indian-Non Judicial Stamp Haryana Government		Date: 01/04/2021	
Certificate No.	G0A2021D186			Stamp Duty Paid	₹ 1232500
GRN No.	75894265			Penalty	₹ 0
Seller / First Party Detail					
Name	Forsythia probuild Private Limited				
H.No/Floor	306/308	Sector/Ward	Na	LandMark	Square one c2 district center
City/Village	Saket	District	Delhi	State	New delhi
Phone	99*****17	Others	Emaar india limited		
					
Buyer / Second Party Detail					
Name	Silver x projects India Private limited				
H.No/Floor	02gf	Sector/Ward	49	LandMark	Hamelia street emalia tower 2b
City/Village	Vatika city	District	Gurugram	State	Haryana
Phone	99*****17				
Purpose	NON JUDICIAL STAMP PAPER FOR JOINT DEVELOPMENT AGREEMENT				

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

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (the "Agreement") is made and executed at Gurugram, Haryana on this 1st day of April, 2021;

BY AND AMONGST

FORSYTHIA PROPBUILD PRIVATE LIMITED (CIN:U45200DL2007PTC157785 PAN:AABCF0500A), a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi -110017, acting through Emaar India Limited through its authorized signatory - **Mr. Praveen** (Aadhaar No. 5052 0924 4157), who has been duly authorized to sign and execute this Agreement and to appear and present this Agreement for registration vide Board Resolution dated 9th March, 2021 (hereinafter referred to as the "**Landowner**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

AND

EMAAR INDIA LIMITED (Formerly known as EMAAR MGF LAND LIMITED) (CIN U45201DL2005PLC133161, PAN AABCE4308B), a company registered under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having

For Silver X Projects India Pvt. Ltd.

Rajesh Singh
Director

Praveen
Authorized Signatory

[Signature]
Authorized Signatory

Reg. No.

Reg. Year

Book No.

56

2021-2022

1



पेशकर्ता

दावेदार

गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru PRAVEENOTHER FORSYTHIA PRORBUILD PVT LTD thru
PRAVEENOTHER EMAAR INDIA LIMITED

दावेदार :- thru RAJENDER SINGH OTHERS SILVER X PROJECTS INDIA PVT
LTD

गवाह 1 :- Vikas Yadav

गवाह 2 :- Kulvinder singh

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 56 आज दिनांक 01-04-2021 को बही नं 1 जिल्द नं 276 के पृष्ठ नं 57 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1285 के पृष्ठ संख्या 13 से 15 पर बिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 01-04-2021



उप/संयुक्त पंजीयन अधिकारी (Manesar)

सब
मानेसर (पुनः)

its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi 110017, acting through its authorised signatory **Mr. Mohit Agarwal** (Aadhaar No. 6171 1258 7415) who has been duly authorized to sign and execute this Agreement vide Board Resolution dated 18th February, 2020 (hereinafter referred to as the "**Emaar**", which term and expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

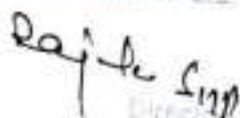
SILVER-X PROJECTS INDIA PRIVATE LIMITED, (CIN: U70109HR2013PTC049483, PAN: AATCS2571E), a company registered under the provisions of the Companies Act, 2013, having its registered office at Flat No. 02GF, Hamelia Street Emalia Tower 2B, Vatika City Homes, Sector- 49, Gurgaon, Haryana 122018, India, acting through its Director **Mr. Rajender Singh** (Aadhaar No. 5121 9237 2083), who has been duly authorized to sign and execute this Agreement vide Board Resolution dated 31st March 2021 (hereinafter referred to as the "**Developer**", which term and expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **THIRD PART**;

(The term and expression the '**Landowner**', '**Emaar**', and the '**Developer**' are hereinafter collectively referred to as '**Parties**' and individually referred to as '**Party**').

WHEREAS:

- (A) Landowner is the owner of 25 Kanal 13 Marla or 3.20625 acres or thereabout of land falling in revenue estate of Village Naurangpur, Sector 79B, Gurugram, Haryana, and shall hereinafter be referred to as the "**Said Land**" as shown in the map attached hereto as '**Annexure – I**'. The details of the Said Land is more particularly detailed in '**Schedule I**'.
- (B) The Landowner and Emaar being desirous of carrying out conceptualization, execution, implementation, development, construction and completion of a project over the Said Land and in furtherance of the same the Landowner granted rights and interest in the Said Land as described in '**Schedule – I**' to Emaar under a definitive agreement dated 20th January, 2007 on the terms and conditions contained therein and as amended from time to time (hereinafter referred to as "**Definitive Agreement**").
- (C) The Landowner is vested with absolute ownership of the Said Land with clear and marketable title and that the Said Land is free from any Encumbrances or notifications under the Land Acquisition Act. The Landowner is recorded as the owner of the Said Land in all Government records.
- (D) The Developer represents that it is a real estate developer and has been engaged in and also is currently developing various projects in different parts of Delhi/NCR/Rajasthan. The Developer has further represented that it has developed

For Silver X Projects India Pvt. Ltd.


Rajender Singh
Director

Emaar India Limited

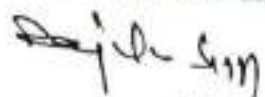

Authorized Signatory

three (03) Group Housing projects in Gurgaon. The Developer represents that it holds considerable experience in the development of residential projects and also possesses requisite expertise in undertaking projects and developments under affordable housing policy and have the requisite financial resources for carrying out such developments.

- (E) The Developer hereby represent that it has already entered into an arrangement and understanding with adjoining landowners and also is in the course of aggregating land parcels/ acquiring development rights in the said land parcels and is desirous of developing a housing colony under Affordable Housing Policy, 2013 of the Government as may be permissible by the Government.
- (F) The Developer has conducted due diligence with respect to the Said Land and has obtained independent legal advice, made enquiries and has satisfied itself in all respects, with regard to the right, title and interest of the Landowner and that of Emaar in the Said Land and has also personally conducted physical inspection of the Said Land, ownership records, etc. of the Said Land and is fully satisfied with the access to the Said Land, rights, title, interest, and possession of the Landowner and that of Emaar over the Said Land. On the basis of representations and assurances of the Developer, and on the specific and express confirmation and undertakings of the Developer that it shall duly perform its obligations as set out and as agreed to herein, the joint development rights in the Said Land are being granted to the Developer for the conceptualization, execution, implementation, development, construction and completion of an affordable housing project on the Said Land under Affordable Housing Policy, 2013 of State of Haryana, strictly on an "as is where is" basis on the premise that the Developer will undertake its obligations as set out in this Agreement in a timely and orderly manner and the Developer has agreed to take all necessary action to obtain License for the Said Land and develop the Said Land under Affordable Housing Policy, 2013 as specified under Recital (D) above, at its own cost and expenses.
- (G) The Developer has agreed to undertake conceptualization, execution, implementation, development, construction and completion of an affordable housing project on the Said Land under Affordable Housing Policy, 2013 of State of Haryana and Emaar and Landowner relying on the above representations of the Developer, the Parties having finalized their contractual understanding and have proceeded to execute this Agreement recording to the understanding and declaring their respective obligations, rights, roles and responsibilities with respect to the joint development rights in the Said Land.

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 Parties with the intent to be legally bound hereby agree as follows:

For Silver X Projects India Pvt. Ltd.


Director

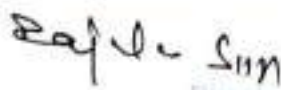
 Emaar Limited
Authorized Signatory

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1. **Definitions-** In this Agreement (including the recitals), unless the context otherwise requires, the following expressions shall have the following meaning:

- (i) **"Affordable Housing Policy, 2013"** means affordable housing policy for group housing projects of the Government of Haryana notified on 19th August, 2013 and as amended from time to time;
- (ii) **"Agreement"** shall mean this agreement including all its Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
- (iii) **"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- (iv) **"Approvals"** shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the Project, as defined hereafter, including but not limited to building plan sanction, fire scheme approval, clearances from Airport Authority of India, Central/ State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (if applicable), registration and approval from the Real Estate Regulatory Authority, approval (if applicable) of the Ministry of Environment and Forests, National Monument Authority, Archeological Survey of India (ASI) or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the acquisition, construction, development, ownership, management, disposal, transfer of or creation of third party interest in the Project;
- (v) **"Commercial Saleable Area"** means the commercial development including units/plots/etc. and other commercial saleable areas including common facilities, if any, earmarked for commercial development developed in the Project for sale as per the Affordable Housing Policy, 2013 to the prospective buyers;
- (vi) **"Definitive Agreement"** shall have the meaning ascribed to such term in Recital (B);

For Silver X Projects India Pvt. Ltd.


Rajiv Singh
Director



Emaar Properties Limited
Authorized Signatory

- (vii) **"DGTCP"/ "DTCP"** shall mean the Director General Town and Country Planning, Haryana;
- (viii) **"Effective Date"** shall mean the date of execution and completion of registration of this Agreement and successful receipt of entire first tranche of the IFRSD, without any delay or default on the part of the Developer;
- (ix) **"IFRSD"** shall mean the interest free refundable security deposit more particularly described in Article 6 of this Agreement.
- (x) **"Encumbrances"** means any mortgage, pledge, assignment by way of security, hypothecation, security interest, lien, charge, litigations or any agreement creating third party interest in the Said Land;
- (xi) **"Net Sale Revenue"** shall mean all the amounts paid by the proposed allottees/customers in respect of the Saleable Area of the residential/commercial apartments / units / plots and shall not include any pass-through charges, taxes, etc.
- (xii) **"Government /Governmental Authority"** shall mean the central government, state government, any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making and/or enforcing entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction, development and sale of the Project;
- (xiii) **"HDRUA Act"** shall refer to the Haryana Development & Regulation of Urban Areas Act, 1975, and the rules framed there under, as amended from time to time;
- (xiv) **"HRERA"** shall mean Haryana Real Estate Regulatory Authority for Gurugram, Haryana;
- (xv) **"HRERA Rules"** shall mean the Haryana Real Estate (Regulation and Development) Rules, 2017 framed there under, as amended from time to time by Haryana Real Estate Regulatory Authority for Gurugram, Haryana;
- (xvi) **"License"** shall mean the license issued by DTCP under Affordable Housing Policy, 2013 for conceptualization, execution, implementation, development, construction and completion of an affordable housing project on the Said Land under Affordable Housing Policy, 2013 of State of Haryana, along with any adjacent land parcels, if any;

For Silver X Projects India Pvt. Ltd.


Rajesh Singh
Director



Emaar Limited

Authorized Signatory

- (xvii) **"Project"** shall mean the conceptualization, execution, implementation, construction, development and completion of the development on the Said Land under Affordable Housing Policy, 2013 of the Government of Haryana;
- (xviii) **"RERA"** shall refer to the Real Estate (Regulation and Development) Act, 2016, as amended from time to time and other rules, regulations as framed by Haryana Real Estate Regulatory Authority for Gurugram, Haryana;
- (xix) **"Saleable Area"** means the residential and commercial development including units, plots, etc. and other saleable areas including common facilities developed in the Project for sale as per the Affordable Housing Policy, 2013 to the prospective buyers;
- (xx) **"Said Land"** shall have the meaning ascribed to such term in Recital A and shown in map annexed as **"Schedule-I"** and details in **"Annexure-I"** of this Agreement.

1.2. Interpretation

In this Agreement, unless the contrary intention appears:

1.2.1 any reference to any statute or statutory provision shall include:

- (i) all subordinate legislations made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

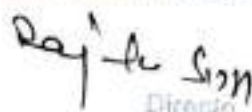
1.2.2 any reference to the singular shall include the plural and vice-versa with the exception of the terms, 'Party' and 'Parties';

1.2.3 any references to the masculine, the feminine and the neuter shall include each other;

1.2.4 any references to a "company" shall include a reference to a body corporate;

1.2.5 any reference herein to any Article or Schedule or Annexure is to such Article or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;

For Silver X Projects India Pvt. Ltd.


Rajiv Singh
Director



Emaar India Limited

Authorized Signatory

- 1.2.6 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.7 the expression "this Article" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- 1.2.8 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 Article in this Agreement limits the extent or application of another Article or any part thereof;
- 1.2.9 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;
- 1.2.10 headings to Articles, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.11 "in writing" includes any communication made by letter, fax or e-mail;
- 1.2.12 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;
- 1.2.13 references to a person (or to a word importing a person) shall be construed so as to include:
- (i) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having a separate legal personality);
 - (ii) 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;
- 1.2.14 where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and
- 1.2.15 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.

For Silver X Projects India Pvt. Ltd.


Director

7



Emaar India Limited


Authorized Signatory

- 1.2.16 Interpretation of the agreement and operational issues not related to legal matters should be referred to a real estate expert and the decision given by the same is final and binding.

1.3. Purpose

This Agreement is to set forth the terms and conditions with respect to grant of development rights in the Said Land and engagement of the Developer to jointly develop the Said Land, and for undertaking the conceptualization, execution, implementation, construction, development and completion of the development on the Said Land and the rights and obligations of the Parties towards the conceptualization, execution, implementation, construction, development and sale of the Project.

ARTICLE 2 VESTING OF JOINT DEVELOPMENT RIGHTS

- 2.1 The Landowner has absolute right, title and interest, free from all Encumbrances over the Said Land except for the rights and interest already vested in Emaar and that the Said Land is in the vacant and peaceful physical possession of Emaar in the manner as stated in Recital (B).
- 2.2 All charges, such as land revenue, taxes, etc. with respect to the Said Land and all other dues, relating to the Said Land have been paid up to the date of this Agreement. In case the aforesaid charges are levied or communicated in future for the period prior to the execution of this Agreement, Emaar shall be responsible towards the payment of such charges. It is however agreed by the Parties that the Developer alone shall be liable and responsible for payment of all property and land related taxes & dues arising after the execution of this Agreement.
- 2.3 On and from the Effective Date and in terms of this Agreement, the joint development rights shall vest in the Developer to develop the Said Land, and the Developer accepts from Emaar, the joint development rights to undertake the conceptualization, execution, implementation, development, construction and completion of an affordable housing project on the Said Land under Affordable Housing Policy, 2013 of State of Haryana, subject to the Developer abiding by the terms and conditions as contained herein under this Agreement and the Applicable Law. The Parties hereby agree that pursuant to the receipt of the License, this Agreement shall be irrevocable, unless permitted by DTCP.
- 2.4 It is hereby agreed that since the Developer holds considerable expertise in the development of real estate projects and more particularly affordable housing projects under the Affordable Housing Policy, 2013 and in view of the representations made by the Developer hereinabove, Developer shall be the main/lead developer and shall be solely responsible, liable and accountable for the development of the Project on the Said Land and compliance of all applicable laws

For Silver X Projects India Pvt. Ltd.

Rajesh Singh
Director

8



Emaar India Limited

Authorized Signatory

including RERA and HDRUA, and the rules framed thereunder and that under Affordable Housing Policy, 2013. The Developer shall be deemed to be the "Primary Promoter" for the purposes of RERA and Haryana Apartment Ownership Act, 1983 and other Applicable Law and in no manner the Landowner and/or Emaar shall assume any liability, responsibility and accountability with regard to the conceptualization, execution, implementation, development, construction and completion of the Project and towards the third party(ies) including but not limited to any Government Authority.

2.5 It is hereby agreed that the Developer shall apply and procure all Approvals, permissions, NOCs, LOI, License, etc., including but not limited to registration under the Applicable Law, including without limitation, HRERA within Twelve (12) months from the execution of this Agreement except environmental clearances, which shall be procured before commencement of construction of the Project on the Said Land under the Affordable Housing Policy, 2013. However, subject to the Developer not being in default of this Agreement, including without limitation Article 4, 5 and Article 6, of this Agreement, the Parties shall mutually extend the timelines.

2.6 For the purposes of conceptualization, execution, implementation, development, construction and completion of the Project, under the Affordable Housing Policy, 2013, the Developer has agreed and undertaken that for achieving the benchmark for the eligibility to undertake the Project under the Affordable Housing Policy, 2013, the Developer shall be fully entitled to collaborate with other parcels of land which are in contiguity to the Said Land without in any manner affecting the rights and interest of Emaar/Landowner under this Agreement or otherwise and without any manner making Emaar/ Landowner liable, accountable and responsible for the same and without in any manner putting any additional obligations on the part of Emaar/ Landowner. The Developer has further agreed to obtain all necessary permissions, approvals, NOCs, etc., as may be required for use and access to the 24-meter-wide road from third party at its own cost and expenses. It is specifically agreed that Landowner/Emaar do not take any responsibility and/or obligation for facilitating/making available such additional land parcels or for any permission, approval, NOCs etc., to use and have access to the 24-meter-wide road, as referred to as above.

2.7 **Power of Attorney:**

- (i) Subject to the terms as set out herein, Emaar has executed a Special Power of Attorney ("SPA") in favour of the Developer simultaneous to execution of this Agreement for the limited purpose of procuring License from competent Government Authority(ies).
- (ii) Subject to receipt of payment of the entire IFRSD by Emaar in the manner as set out in Article 6 of this Agreement or the Developer procuring the License for development and construction of a Project on the Said Land, whichever is earlier, Emaar shall execute and register a power of attorney in favour of

For Silver X Projects India Pvt. Ltd.

Rajiv K. Singh
Director

9

Rajiv K. Singh

Emaar India Limited

Signature of Emaar India Limited

the Developer, in the agreed format as at 'Annexure-II'.

- 2.8 The Parties have agreed that at any time during the tenure of this Agreement, 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 ("Other Land") in and as a part of this Project or any other future project. In such an eventuality the Emaar's Entitlement shall be computed in proportion to Said Land out of the total land for the development of the Project. The Developer shall also be liable and responsible for obtaining all necessary approvals, NOCs, permissions, sanctions, approvals, registrations, etc., that may be required for development of the Other Land/ additional land at its own cost and expense without in any manner making the Landowner/Emaar liable for any additional financial or other obligations and without in any manner diluting and/or affecting the right and interest and entitlements of Emaar/Landowner under and in terms of this Agreement.

ARTICLE 3
CONSTRUCTION AND DEVELOPMENT OF THE PROJECT,
APPROVALS, MARKETING AND SALES

3.1 **Right to enter upon the Said Land:**

- a) Simultaneously upon execution of this Agreement and subject to the Developer not being in default of Article 4, Article 5 and Article 6 of this Agreement and other terms of this Agreement, the Developer shall have temporary access to the Said Land for the purpose of surveying the same and doing soil investigation, land demarcation, etc. The Developer shall have the right to prepare layout plans, building plans, preparing and making applications for grant of Approvals, renewals, extensions thereof from Government Authority, as per Applicable Law.
- b) Only upon receiving the License or receipt of the entire IFRSD, whichever is earlier and subject to the Developer not being in default of Article 4, Article 5 and Article 6 of this Agreement and other terms of this Agreement, the Developer shall be entitled to do all such acts and deeds required and/or necessary only for the purposes of exercising the joint development rights and for the implementation and development of the Project on the Said Land, directly or through its architects, consultants, representatives, contractors. It is hereby agreed that Developer shall get the building plan approved within the timelines as mentioned under the Affordable Housing Policy, 2013 as prescribed by the Government.

For Silver X Projects India Pvt. Ltd.


Director



Emaar India Limited

Authorized Signatory

3.2 Development and Construction:

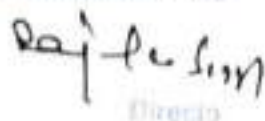
3.2.1 The Parties agree that Developer shall develop the Project at its own cost and expenses and Emaar shall at the costs and expenses of the Developer, assist in the following in relation to the Project:

1. advising on land demarcation;
2. facilitate patwari land reconciliation;
3. advising on Project designing and hiring of consultants therefore;
4. advising on Project feasibility study and hiring of consultants therefore;
5. advising on layout plan designing as per current norms;
6. assist site survey;
7. advice on mapping/zoning of Said Land;

The above-mentioned role including Article 3.2.1 as mentioned above shall be provided by Emaar to the Developer subject to the Developer being in due compliance with the terms of this Agreement. It is clarified that the Developer shall be solely liable to carry out the implementation of the Project in terms of this Agreement and the Applicable Law. The Parties herein agree that the Developer shall be the 'Primary Developer' for all purposes and shall be deemed to be the only promoter for the purposes of the development contemplated herein. The Parties herein agree that all costs and expenses with respect to performance of Emaar and/ or the Landowner as set out in Article 3.2.1 above shall be to the account of the Developer. The Developer shall be solely responsible for all RERA and the HRERA Rules related compliance including payment of compensation, penalties, etc. qua the Project, Government Authorities. The Developer further agrees and undertakes that any addition of the name of Emaar and/or Landowner as co-promoter in the RERA registration of the Project shall be restricted to only the right, title and interest in the Said Land for the Project without any obligation or liability for the Project being undertaken and/or accepted by the Landowner and/or Emaar.

3.2.2 The Developer shall be responsible for compliance of all the terms and conditions of License/provisions of the Applicable Law including Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under including payment of External Development Charges and State Infrastructure Development Charges, IAC, any interest, charges and penalty payable thereon and any enhancements thereof pertaining to the Said Land shall be paid by the Developer from its own resources till the grant of final completion certificate for the Said Project or relieved of the responsibility by the DTCP, Haryana, whichever is earlier. The Project shall be implemented/ developed and driven by the Developer at its own cost and expenses without any right to recover such costs and expenses from Emaar and the Landowner. The quality, cost, design, layout, aesthetics, landscaping, architecture, implementation etc. of the Project shall be at the sole discretion and expertise of the Developer.

For Silver X Projects India Pvt. Ltd.


Director



Emaar India Limited

Authorized Signatory

3.2.3 The Developer shall be entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons at the sole responsibility of the Developer. The Developer shall be deemed to be the 'Principal Employer' in this regard.

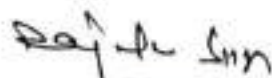
3.2.4 The Developer shall construct amenities on the Said Land in accordance with the License / zoning conditions and Approvals, for the Said Land and shall be responsible for compliance of all other obligations of the License and Applicable Law until the Developer obtains the final completion certificate(s) for the Said Project.

3.3 Approvals and Compliance

3.3.1 The Developer shall be responsible for procuring all necessary Approvals, licenses, permission, NOCs, etc., for the development and construction of the Project on the Said Land (including but not limited to procuring completion/ occupation certificate in a time bound manner) at its own cost and expenses. The Landowner and Emaar shall provide all necessary assistance and documents and information as are required by the Developer for obtaining, renewing or modifying the Approvals. It is agreed between the Parties that the Developer shall commence the development and construction of the Project over the Said Land only upon acquiring all the Approvals, permissions, certificates, NOCs, etc., from the competent / appropriate authority(ies) as may be required for commencing the development of the Project. Any breach by the Developer shall make the Developer solely responsible and liable for all the consequences arising therefrom.

3.3.2 The Developer shall be solely responsible for procuring all approvals including registration of the Project under the RERA and compliance with the HRERA rules framed thereunder Haryana Development & Regulation of Urban Areas Act, 1975 and the rules framed thereunder and other Applicable Law in respect of the Project on the Said Land. The Landowner and Emaar shall in no circumstance be held liable and responsible for any non-compliance, omission and commission, breach or any violation of the provisions as contained in the RERA and the HRERA rules framed thereunder or the terms of License or Applicable Law. It is made clear that any proceedings instituted by any party(ies) against the Landowner and Emaar with respect to the same shall be defended at the cost of Developer and Developer shall assume full responsibility in the said proceedings as well. However, such addition of the name of Emaar and/or Landowner as co-promoter in the RERA registration of the Project shall be restricted to only the right, title and interest in the Said Land for the Project without any obligation or liability for the Project being undertaken and/or accepted by the Landowner and/or Emaar.

For Silver X Projects India Pvt. Ltd.


Director



Emaar India Limited

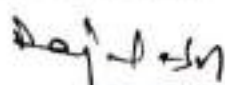
Authorized Signatory

- 3.3.3 Since it is Developer's responsibility to obtain the License and Approvals under Affordable Housing Policy, 2013 it is hereby agreed that Developer shall be solely responsible and liable for ensuring compliances with the Affordable Housing Policy, 2013 and allied laws, in addition to other obligations and compliances cast upon the Developer in this Agreement. It is agreed that the Landowner and Emaar shall not be held liable and responsible for any claim or action under Affordable Housing Policy, 2013 and Applicable Laws. It is agreed that the Landowner/ Emaar shall not be held liable for any claim or action under Affordable Housing Policy, 2013. It is clarified that in the event the Landowner/Emaar is/are confronted with a claim, of any nature, on account of such breach of Affordable Housing Policy, 2013 and Applicable Law, the Developer shall forthwith make good the loss to the Landowner/ Emaar such sums so as to enable the Landowner/ Emaar to meet the said claim including any legal fees that the Landowner/ Emaar may incur in defending the said claim.

3.4 **Marketing, branding and sale of the Project and the Saleable Area**

- 3.4.1 Subject to due compliance with the terms and conditions of this Agreement by Developer and upon receipt of License and registration of the Project under RERA the Parties agree that Developer shall have the exclusive right/ entitlement of marketing of the Saleable Area in the Project in terms of this Agreement. The Parties agree that Developer will take all decisions regarding the marketing, branding, pricing, sales, product mix and all other decisions pertaining to the Saleable Area at the Project. It is agreed and understood that Emaar shall not market and sell any part of the Saleable Area, except upon the occurrence of an event of default as contemplated under Article 10 of this Agreement, wherein Emaar without any recourse to the Developer shall have unfettered rights to market and sell the Saleable Area in the Project and the Developer shall remain bound by such sale by Emaar.
- 3.4.2 The Project shall be promoted under the brand name of the Developer and the logos of the Developer shall only appear in the marketing and sales collateral. It is agreed and confirmed by the Developer that the Developer shall not use the Emaar name or brand or any variant thereof in any manner whatsoever.
- 3.4.3 Subject to the Developer not being in default Article 4, Article 5 and Article 6 of this Agreement, the Developer shall be entitled to launch and sell / transfer / lease the Saleable Area under the Project in such phases as it deems fit and appropriate.
- 3.4.4 Subject to due compliance with the terms and conditions of this Agreement by the Developer more specifically set out in Article 4 , Article 5 and Article 6 the Developer shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by / with the proposed allottees for the Project, including but not limited to marketing brochure / prospectus, application forms, provisional / builder buyer agreements, sale / conveyance deeds /lease deeds, maintenance agreements and others as the Developer may

For Silver X Projects India Pvt. Ltd.


Director

 Emaar India Limited
Authorized Signatory

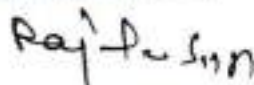
consider appropriate. The Developer shall be free to solely and exclusively negotiate and finalize the terms of all such sales, leases and licenses with the end purchasers of the Project.

- 3.4.5 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 sole discretion of the Developer. The layout of the components of the advertisement / marketing materials etc. shall be in such formats as may be decided by solely the Developer. This is subject to due compliance of RERA and the HRERA Rules by the Developer and all other Applicable Laws in this regard at its sole responsibility with respect to such advertisements and subject to compliance of Article 3.4.2 hereinabove. No such material or description shall be used so as to jeopardize the interest of Emaar and / or the Landowner.
- 3.4.6 The Developer shall be entitled to select a name for the Project as deemed appropriate by the Developer at its sole discretion.
- 3.4.7 The Parties hereto agree that only the Developer's contact details (address, phone numbers etc.) would inter alia appear on all marketing and selling materials pertaining to the Project and the Landowner's details and Emaar details shall not feature in any of the marketing collaterals. It agreed between the Parties that the Developer shall not be entitled to sell/ transfer/ dispose of any Saleable Area of the Project until the Developer has obtained registration from HRERA.
- 3.4.8 Since the exclusive right/ entitlement of marketing of the Saleable Area of the Project vests solely with the Developer and due to the fact that the Developer specialises in the development and construction of Affordable Housing Colonies, it is agreed that all obligations and compliances with regard to the RERA and the HRERA Rules shall be at the sole responsibility of the Developer. It is clarified that Emaar and/or the Landowner shall in no way be held responsible for any liability arising under the RERA and the HRERA Rules and other Applicable Laws including any actions from the prospective allottees of the Project. In the event Emaar and /or Landowner are subjected to any cost, damages, penalties, litigation, etc., the same shall be borne by the Developer and the Developer shall keep the Landowner and /or Emaar fully indemnified in this regard. This Article shall survive the expiry or termination of this Agreement.

ARTICLE 4 EMAAR'S ENTITLEMENT

- 4.1 In consideration of the vesting of the joint development rights in the Developer to develop the Said Land, the Developer shall pay to Emaar an amount equivalent to 17% of share in Net Sales Revenue generated out of the sale of the Saleable Area in the Project subject to applicable tax deduction at source as per Applicable Law ("**Emaar's Entitlement**").

For Silver X Projects India Pvt. Ltd.


Rajat Singh
Director



Emaar India Limited


Anshu
Secretary

- 4.2 In case of any increase in FAR of Affordable Housing Policy, 2013, the same shall be to the account of the Developer at its own cost and Emaar shall not have any claim from the increased FAR except for Emaar's Entitlement.
- 4.3 In the event any taxes, charges, impositions, levies and duties are imposed and/or become payable in relation to this Agreement, the same shall be borne and paid by the Developer. The Parties agree that the Developer alone shall pay GST in accordance with the applicable rates/laws and its interpretation on the vesting of joint development rights under this Agreement or any transaction contemplated herein (including this Agreement).

ARTICLE 5 MINIMUM GUARANTEE

- 5.1 Notwithstanding anything contained herein, it is specifically agreed between the Parties hereto that, the Developer shall pay Emaar's Entitlement to Emaar in the manner such that Emaar shall receive a minimum amount of INR 19,00,00,000/- (*Rupees Nineteen Crores Only*) within a period of 30 (Thirty) months from the date of execution of this Agreement i.e., 1st October, 2023. The said amount to be paid within the timeline mentioned above shall be treated as a minimum guarantee of Net Sales Revenue provided by the Developer to Emaar and the same shall be paid by the Developer to Emaar under all circumstances ("**Minimum Guarantee**"). The Developer hereby acknowledges that the grant of joint development rights to develop the Said Land as contemplated herein shall always be subject to the Developer honoring its commitment towards payment of Minimum Guarantee under this Agreement in a timely manner.
- 5.2 The Parties hereto agree that in the event the Developer fails to pay the Emaar's Entitlement or the Minimum Guarantee, then Emaar shall be entitled to set-off the IFRSD against the Minimum Guarantee / Emaar's Entitlement payable by the Developer to Emaar, without any demur, reservation, contest, protest and/or without any reference to the Developer. On Emaar setting off the IFRSD against the Minimum Guarantee / Emaar's Entitlement, no amount towards refund of IFRSD shall be payable by Emaar to the Developer. The Developer shall not have any claim of recovery of the IFRSD post its adjustment against Emaar's Entitlement / Minimum Guarantee. Similarly, Emaar/Landowner shall not make any claim towards the Emaar's Entitlement and the same shall be treated as fully paid and settled forever. Only in the event Emaar's Entitlement is more than the Minimum Guarantee/ IFRSD, Emaar shall be entitled to recover the additional amount and the Developer agrees, undertakes and declares to remain bound by such arrangement and shall not agitate upon the same in any manner whatsoever.
- 5.3 It is agreed by the Parties hereto that the Emaar's Entitlement / Minimum Guarantee amount payable by the Developer to Emaar as aforesaid shall be subject to deduction of any applicable tax(es) at source. However, the TDS amount, as applicable, shall be deducted from the last installment of the IFRSD to be paid by the Developer. The

For Silver X Projects India Pvt. Ltd.


Rajesh Sin
Director


Emaar Limited
Authorized Signatory

Developer shall provide necessary proof of deposit of TDS as may be required by Emaar.

ARTICLE 6 SECURITY DEPOSIT

6.1 The Developer shall pay an amount of INR 19,00,00,000/- (*Rupees Nineteen Crores Only*) as interest free refundable security deposit (hereinafter referred to "**IFRSD**") to Emaar for performance of its obligations in respect of the Project in the following manner:

- i) Simultaneously upon execution of this Agreement the Developer has paid an amount of INR 1,00,00,000/- (*Rupees One Crore Only*) ("**First Tranche**") to Emaar, through cheque in favour of Emaar India Limited as detailed below, the receipt of which is acknowledged by Emaar. The payment is subject to realization of cheques from the Developer's bank.

Sr. No.	Cheque No.	Date	Amount (Rs.)	Drawn on
1.	137130	1 st April 2021	INR 1,00,00,000/- (<i>Rupees One Crore Only</i>)	Axis Bank, Sector 49, Gurugram

- ii) An amount of INR 5,00,00,000/- (*Rupees Five Crore only*) ("**Second Tranche**") shall be payable by the Developer to Emaar on or before 25th December, 2021. The Developer has handed over the post-dated cheque(s) of the aforesaid amount to Emaar and the payment is subject to realization of cheques from the Developer's bank.

Sr. No.	Cheque No.	Date	Amount (Rs.)	Drawn on
1.	137131	25 th December 2021	INR 5,00,00,000/- (<i>Rupees Five Crore only</i>)	Axis Bank, Sector 49, Gurugram

- i) An amount of INR 6,50,00,000/- (*Rupees Six Crores Fifty Lakhs only*) ("**Third Tranche**") shall be payable by the Developer to Emaar on or before 1st October, 2022. The Developer has handed over the post-dated cheque(s) of the aforesaid amount to Emaar and the payment is subject to realization of cheques from the Developer's bank.

Sr. No.	Cheque No.	Date	Amount (Rs.)	Drawn on
1.	137132	1 st October 2022	INR 6,50,00,000/- (<i>Rupees Six Crores Fifty Lakhs only</i>)	Axis Bank, Sector 49, Gurugram

- iii) An amount of INR 6,50,00,000/- (*Rupees Six Crores Fifty Lakhs only*) ("**Fourth**")

For Cover X Projects India Pvt. Ltd.


Director



Emaar India Limited

Tranche") shall be payable by the Developer to Emaar on or before 1st April 2023. The Developer has handed over the post-dated cheque(s) of the aforesaid amount to Emaar and the payment is subject to realization of cheques from the Developer's bank.

Sr. No.	Cheque No.	Date	Amount (Rs.)	Drawn on
1.	137133	1 st April 2023	INR 6,50,00,000/- (<i>Rupees Six Crores Fifty Lakhs only</i>)	Axis Bank, Sector 49, Gurugram

- 6.2 Parties hereby agree that the aforesaid payment of IFRSD (all the tranches) is not contingent upon the Developer aggregating/acquiring additional land parcels and also upon the grant of License.
- 6.3 In the event of failure of the Developer to pay to Emaar the IFRSD as set out in Article 6.1 above, Emaar shall provide a grace period of one (01) month to rectify the failure, subject to payment of interest on the balance amount payable at the rate of 12 % per annum to Emaar from the due date of payment till the actual date of payment. The Developer agrees that such payment of interest shall be made simultaneously with the payment of overdue IFRSD amount. The payment of interest shall be without prejudice to other rights and remedies as available to Emaar either in law or equity or otherwise.
- 6.4 Subject to the Developer performing all its obligations under this Agreement, the IFRSD shall be refunded by Emaar to the Developer upon the later of:
- Completion of the Project; or
 - Emaar receiving the entire Emaar's Entitlement or Minimum Guarantee.
- 6.5 The Parties agree, confirm and acknowledge that the Developer shall not be entitled to claim or make a claim of refund or return of the Emaar's Entitlement for any reason whatsoever.
- 6.6 The Developer acknowledges, confirms and declares that timely payment of IFRSD amounts as per the arrangement and understanding between the Parties hereto is a prerequisite for the Landowner and Emaar remaining bound by their obligations and shall be deemed to the essence of contract.
- 6.7 In the event, any tranche (or part thereof) of the IFRSD is paid in advance by the Developer before the respective milestones as set out in Article 6, the Developer shall have the option of paying the same at a discounted amount of 12% per annum applicable on the respective tranche. The total discount for such pre-payment shall be restricted to a maximum period of 12 months on each tranche.

For Silver X Projects India Pvt. Ltd.

Rajiv Kumar
Director

[Signature]

Emaar India Limited

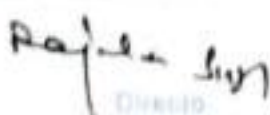
Authorized Signatory

- 6.8 It is agreed by the Parties that Emaar shall always have a lien on entire share of the Commercial Saleable Area of the Project. The lien on the Commercial Saleable Area shall be released upon receipt the entire amount of IFRSD to be paid by the Developer to Emaar. The Parties shall earmark the aforementioned share of Commercial Saleable Area in the Project immediately upon approval of the Building Plans.

ARTICLE 7 MORTGAGE

- 7.1 The Developer shall not create any mortgage or Encumbrance, whatsoever in respect of the Said Land and/or the joint development rights and/or the receivables arising out of the Project unless the Developer has paid the entire IFRSD to Emaar as set out in this Agreement.
- 7.2 Notwithstanding the above, Emaar and the Landowner shall not incur any monetary liability to discharge any debt (including any interest, costs, penalties damages, etc.) contracted by the Developer by creation of charge/mortgage on the Said Land, the Project or its receivables. In the event of default of any financial assistance availed by the Developer by creation of charge or mortgage, Emaar and /or the Landowner shall have no objection if the charge / mortgage is enforced for realization of debt against the receivables of the Project and/or the Said Land only. Emaar and/or the Landowner shall not be liable to repay any debt created by way of charge or mortgage against the receivables of the Project including any interest, penalty, charges, damages, costs, etc., by whatever name called. The Developer shall at all times keep the Landowner and Emaar along with its directors, employees, authorized representatives, fully indemnified and shall hold harmless at all times against all demands, claims, penalties, costs, order of any court, etc. arising out of any claim or action brought by the lenders. The Developer agrees and undertakes that any mortgage deed/ security documents creating charge on its rights and entitlement on the Saleable Area of the Project or its receivables against the Saleable Area and/or the Said Land, shall clearly set out that Emaar and or the Landowner shall not have any obligations and/or liabilities to repay any loan, facilities availed and/or interest thereon under such mortgage deed/ charge creation document or provide any guarantee or security or surety for repayment of any kind of debt of the Developer. The Developer shall incorporate such terms in the mortgage/loan documents with borrowers/financial institution to this effect that Emaar and/or Landowner shall not be responsible and liable to repay any sum towards such loan/facility/mortgage/charge or interest, penalty, charges, costs, damages etc., thereon or any arrangement in any manner whatsoever. It is clarified that in the event of any enforcement of mortgage / charge, leading to transfer or assignment/ attachment of the Said Land / Project or part thereof, the Developers indemnification in favour of the Landowner and/or Emaar's shall survive this Agreement and the Developer shall be liable to bear all liabilities, costs, damages, fines, penalties, order of any court or judicial authority(ies), as also the counsel/advocates fees etc., including repayment of any loan, facility availed and/or interest thereon.

For Silver X Projects India Pvt. Ltd.


DIRECTOR



Emaar India Limited



ARTICLE 8
MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS

- 8.1 The Parties agree that the Developer shall be entitled to develop and construct the Project on the Said Land in accordance with the Licence conditions, building plans, approvals and sanctions etc. for the Project and in terms of this Agreement and Applicable Law.
- 8.2 Subject to due compliance of the terms and conditions of this Agreement and Applicable Law by the Developer, Emaar 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. Emaar agrees to execute, as may be required by the Developer from time to time, all applications, affidavits, plans or other documents, as may be required by the Developer and shall also extend all cooperation and assistance for the development, completion and disposal of the Project.
- 8.3 The Developer has also done its due diligence with regard to the Said Land and after being fully satisfied, the Developer further has agreed to take all necessary action to get the License and develop the Said Land under the existing policy at its own cost and expenses.
- 8.4 It is agreed that in terms of the Applicable Law and the Developer having the marketing rights to make sales/booking etc., the Developer shall be solely responsible for all RERA and the HRERA Rules related compliance including payment of compensation, penalties, etc. qua the Project, Government Authorities as well as buyer(s)/allottee(s).
- 8.5 Emaar agree and covenant that at any time after the Effective Date, and except in accordance with the terms hereof, it 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 right, interest, title, claim or Encumbrance in or over or in relation to the joint development rights.
- 8.6 Subject to due compliance of the terms and conditions of this Agreement by the Developer, Emaar shall ensure that during the subsistence of this Agreement, no person, acting under/through it or acting under/ through Emaar, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the joint development rights by Developer or (ii) whereby the vesting of the joint development rights or the rights of Developer in respect of the Said Land are prejudicially affected. Without limiting the generality of the foregoing, Emaar nor any of its representatives or agents shall interact with, apply to or appear before any concerned Governmental Authority or any third party in

For Silver X Projects India Pvt. Ltd.


Director

19



Emaar India Limited


Authorized Signatory

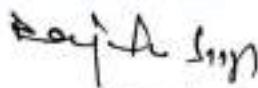
respect of the Said Land or the Project except as may be specifically provided herein and where such attendance is required by law.

- 8.7 Subject to due compliance of the terms and conditions of this Agreement by the Developer, the Developer shall be entitled to do all things, deeds and matters pertaining to (i) all of the development activities on and in relation to the Said Land and exercise of the joint development rights, (ii) interactions with any Government Authorities or any other person in respect of any acts, deeds, matters and things which may be done in terms of this Agreement, and (iii) signing all letters, applications, documents, affidavits and such other papers as may be required from time to time and shall at all times keep the Landowner and Emaar indemnified and harmless in this regard.
- 8.8 The Developer shall be responsible for undertaking all such compliances in respect of the Project, as may be required under the Haryana Apartment Ownership Act, the RERA and the HRERA Rules including formation of association of apartment owners, signing and registration of deed of declaration, signing and registration of Sale deeds, etc.
- 8.9 In the event the Emaar receive any communication, correspondence, notice, demand etc. of any nature whatsoever from any Government Authority, that may directly or indirectly be related to the Said Land or the Project, it shall within Seven (7) working days of receipt of the said communication, correspondence, notice, demand, share it with the Developer.
- 8.10 The Developer and Emaar undertakes and confirms that any bankruptcy, liquidation, and/or insolvency proceedings or event leading to the same shall in no manner effect the rights and entitlements of the other Parties to this Agreement.
- 8.11 The Developer and Emaar undertakes that in event of bankruptcy, liquidation, and/or insolvency proceedings of the Party or event leading to the same, such Party shall take all steps as are required to protect the rights, entitlements and interest of the other Parties under this Agreement.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

- 9.1 The Developer and Emaar hereby represents, warrants and undertakes that:
- 9.1.1 It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including Power of Attorney(ies), and consents, contemplated hereunder or pursuant hereto (the "Other Documents").
- 9.1.2 The execution and delivery of this Agreement and Other Documents and the performance of the transaction contemplated herein and under Other Documents

For Silver X Projects India Pvt. Ltd.


Director

20



Emaar India Limited

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

9.1.3 The Developer and Emaar represents that there exists no event, act, omission, notice, claim, dispute, proceeding, and/or litigation which may result in or lead to bankruptcy, liquidation, or insolvency. The Developer and Emaar represents that on obtaining knowledge of the aforesaid event, act, omission, notice, claim, dispute, proceeding or litigation, it shall inform the other Party in writing within Seven (7) days of obtaining such knowledge. Further, the Developer and Emaar represents that it shall do all such acts as are necessary to avoid bankruptcy, liquidation, and/or winding up.

9.1.4 For the avoidance of doubt, the representations and warranties mentioned in this Agreement shall continue to be in force and effect till the completion of the Project and shall survive thereafter.

9.2 Emaar represents and warrants to Developer that:

9.2.1 The execution and performance of this Agreement, Power of Attorney(ies) and Other Documents shall not violate, conflict with or result in a breach of or default under Applicable Law or any of the constitutional documents of Emaar or any term / condition of any Applicable Law.

9.2.2 All available 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.

9.2.3 Emaar has not executed any power of attorney(s) or any other document / contract / agreement (other than those that are specifically mentioned in this Agreement) or any other authority, oral or otherwise empowering any third person(s) to deal with Said Land or any part thereof, for any purpose.

9.3 The Developer represents and warrants to Landowner and Emaar:

9.3.1 There are no prohibitions against the Developer from entering into this Agreement as recorded herein under any act or law for the time being in force;

For Silver X Projects India Pvt. Ltd.


Director



Emaar India Limited


Authorised Representative

- 9.3.2 The Developer agrees and undertakes that the Developer shall not change/ amend/ alter its present constitution or share capital without prior written consent / permission of Emaar and the Landowner, provided that the Developer shall not require any prior written consent of Emaar and the Landowner for diluting its shareholding up to 49% of its existing share capital.
- 9.3.3 It is duly organized validly existing and in good standing, and has all necessary corporate power and authority, and all authorizations, approvals, and permits, and has full power and authority to execute and deliver this Agreement and to consummate development of the Project as contemplated by this Agreement;
- 9.3.4 The execution and performance of this Agreement will not violate, conflict with, or result in a breach of or default under the Applicable Law or any of its constitutional documents;
- 9.3.5 The Developer shall be responsible for its obligations and shall discharge the same diligently and in a timely manner;
- 9.3.6 The Developer shall perform its obligations in a timely and orderly manner in accordance with the terms of this Agreement and shall ensure compliance with all Applicable Laws and regulations including the RERA, the HRERA Rules and Affordable Housing Policy, 2013 in the performance of its obligations under this Agreement and thereafter.
- 9.3.7 The Developer is not insolvent or unable to pay its debts nor has it received any notice nor have any of its creditors presented any petition, application or other proceedings for any administration order, creditors' voluntary arrangement or similar relief by which their affairs, business or business assets are managed by a person appointed for the purpose by a court, Government Authority or similar body, or by any creditor or by the entity itself nor has any such order or relief been granted or appointment made.
- 9.3.8 It is hereby agreed that Developer shall be solely responsible and liable for all claims, actions, litigations and liabilities (including any financial assistance from any bank/financial institutions/ NBFCs etc.) of any kind arising on or with respect to the Project post the execution of this Agreement. It is hereby agreed that the operation of this clause shall survive the termination of this Agreement.
- 9.3.9 The Developer has taken all approvals to take decisions and undertake the business as contemplated herein this Agreement. In the event of any failure on part of the Developer to perform its obligations under this Agreement including but not limited to making payment of the IFRSD to Emaar, the Developer agrees and undertakes to be liable for any consequences that may arise in terms of Article 10 of this Agreement.

9.4 Each of the representations and warranties set forth in this Agreement shall be

For Silver X Projects India Pvt. Ltd.


Director



Emaar India Limited
Authorized Signatory

construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.

- 9.5 The Developer and Emaar undertakes to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by the Developer and Emaar, to become untrue or inaccurate or misleading, at any point of time.
- 9.6 For the avoidance of doubt, the representations and warranties mentioned in Article 9 shall continue to be in force and effect till the completion of the Project and shall survive thereafter.

ARTICLE 10 EVENTS OF DEFAULT AND CONSEQUENCES

10.1 Developers Default:

The Developer shall be considered to be in default in case of:

- i) Failure or delay in payment of IFRSD / Minimum Guarantee as set out in Article 5 and Article 6 of this Agreement.
- ii) Failure or delay to fulfill the obligation as set out herein this Agreement including but not limited to payment of IFRSD as set out in Article 6 above;

- 10.2 Upon occurrence of the event of default as stated in Article 10.1, the Developer shall pay to Emaar the amounts in arrears along with interest calculated at the rate of 12% per annum from the date Emaar's Entitlement/IFRSD is due and payable till the actual date of realisation and/or take all steps for making the payment so defaulted. In case of any other defaults other than the non-payment of Emaar's Entitlement/IFRSD, the Developer shall be entitled to a cure period of Thirty (30) days and the Developer shall rectify and cure the default within the said period of Thirty (30) days.

- 10.3 Prior to receipt of the License, in case the Developer (a) fails to pay to Emaar the amount in arrears along with interest calculated at the rate of 12% per annum as provided above in Article 10.2 and/or (b) fails to rectify and cure the default within the said cure period; then after a written notice for termination of Thirty (30) days; Emaar shall be entitled to forfeit all the sums paid by the Developer and terminate this Agreement without any demur, reservation, contest, protest or without any reference to the Developer. Upon such forfeiture and termination of this Agreement, as contemplated under herein, Emaar shall thereafter be entitled to deal with the Said Land in such manner as Emaar may, in its sole discretion, deem fit and neither Party shall have any claim and/ or demand of any nature whatsoever against the other Party and/or under this Agreement. The Developer shall be bound by such termination and

For Silver X Projects India Pvt. Ltd.


Director



Emaar India Limited


Secretary

consequent forfeiture. The Parties agree that this clause shall survive expiry of this Agreement.

- 10.4 Pursuant to receipt of License and upon occurrence of the event of default as stated in Article 10.1, in case the Developer fails to pay to Emaar the amounts in arrears along with interest calculated at the rate of 12% per annum as provided in Article 10.2 and/or rectify and cure the default within the said cure period; then after a written notice of Thirty (30) days, Emaar shall have the right to enforce the lien on the Saleable Area of the Project of the Developer. This shall be without prejudice to the other rights and remedies as available to Emaar and/or Landowner either in law, equity or otherwise.
- 10.5 The Developer is conscious of the current global pandemic-COVID 19 situation and has chosen to proceed with the transaction contemplated herein for the successful completion of the Project. Notwithstanding the ongoing situation including the subsequent economic downturn arising therefrom and notwithstanding the Force Majeure reasons available to the Developer, it is specifically agreed between the Parties that for the purposes of making the payment of IFRSD, the Developer agrees to perform its obligations contemplated herein. The said ongoing situation shall not be available to the Developer as an excuse for delay in performing its obligation including but not limited to payment of IFRSD.
- 10.6 **Emaar's Default:**
Anytime till the grant of License on the Said Land, in the event there is any defect in the rights of Emaar in respect of the Said Land due to which the Developer is unable to obtain the License then, the Developer shall be entitled, by a notice in writing, to call upon Emaar to remedy such breach within a period of Thirty (30) days from the date of receipt of such notice by Emaar.
- 10.7 In the event Emaar fails to remedy such breach within the aforesaid period of Thirty (30) days, unless due to the action or inaction of the competent authorities and/or legal forums additional time is required, the Developer would have the option (but not be obligated), to terminate this Agreement, by serving a Thirty (30) day termination notice in writing to that effect to Emaar.
- 10.8 In the event of termination on account of the provisions stated in Article 10.6, Emaar shall, within Thirty (30) days from the date of the notice of termination stated in the termination notice by the Developer as provided under Article 10.6 above, refund all monies paid by the Developer to Emaar without any interest, penalty, damages, etc. thereon as a full and final settlement of all dues.
- 10.9 Upon such refund and termination of this Agreement, as contemplated under herein, Emaar shall thereafter be entitled to deal with the development rights in respect of the Said Land in such manner as Emaar may, in its sole discretion, deem fit and the Developer shall not have any claim and/ or demand of any nature whatsoever against

For Silver X Projects India Pvt. Ltd.


Director

24


Emaar India Limited

Authorized Signatory

Emaar, other Party and/ or under this Agreement. The Parties agree that this clause shall survive expiry of this Agreement.

- 10.10 That the Parties agree that no modification / alteration etc. in terms and conditions of this Agreement can be undertaken except after obtaining prior permission of DTCP, Haryana.

ARTICLE 11 INDEMNITY

- 11.1 **Developer's Indemnity:** The Developer shall keep indemnified, defend and hold harmless the Landowner/ Emaar and its directors, officers, employees and agents against any and all losses, expenses, claims, costs, charges, damages, fines, penalties, legal costs, etc. suffered, arising out of, or which may arise in connection with this Agreement and more specifically suffered by Emaar and the Landowner on account of the following:
- (i) Non receipt of the sums as agreed at Article 4, Article 5 and Article 6 of this Agreement.
 - (ii) Any legal proceedings, complaints, litigations, matters where Emaar and/or Landowner are made party and are liable to pay any fee, charges, penalties, costs, damages, charges, claims, expenses, levies, etc. which have occurred due to the acts of omission and commission of the Developer.
 - (iii) Due to non-compliance of any condition laid down at the time of grant of any approval, license, sanction, NOC, or non-compliance of any applicable laws, rules, bye-laws, Building Code, order of any tribunal, authority, court or any quasi-judicial authority, etc.
- 11.2 **Emaar's Indemnity:** Emaar shall keep indemnified, defend and hold harmless at all times the Developer and its directors, officers, employees and agents from and against any or all losses, expenses, claims, costs, damages suffered, arising out of, or which may arise on account of any defect in the rights and interest of Emaar in respect of the Said Land. Notwithstanding anything contained herein, (i) the aggregate liability of Emaar and the Landowner under this Agreement and under this Article 11 shall not in any event exceed an aggregate amount of the Minimum Guarantee/Emaar's Entitlement (ii) Emaar and the Landowner shall not be liable to indemnify the Developer for any claims under this Agreement (including under this Article 11) after the receipt of the License all indemnity obligations of Emaar and the Landowner shall fall away after such time.
- 11.3 It is agreed and understood that for all purposes, the Developer shall be primary promoter of the Project, in terms of the definition of RERA and HRERA Rules. Further, the Developer undertakes to indemnify and keep fully indemnified Emaar and /or Landowner from and against any losses damage, costs or expenses which may be suffered or incurred by Emaar/ Landowner as a result of any misconduct, misrepresentation, neglect, default or breach of the RERA and HRERA Rules, by the Developer including but not limited to their Directors and/or its employees. It is

For Silver K Projects India Pvt. Ltd.


Director



Emaar India Limited



clarified that in the event the Landowner/ Emaar is/are confronted with a claim, demand, charges, fines, penalties, costs, etc., of any nature, on account of such breach of the RERA or HRERA Rules or any other law in force, the Developer shall forthwith make good the loss (including costs, damages, penalties, interest, expenses, etc. as may be demanded by the Landowner/ Emaar) to the Landowner/ Emaar such sums so as to enable the Landowner/ Emaar to meet the said claim including any reasonable legal fees that the Landowner/ Emaar may incur in defending the said claim.

ARTICLE 12 GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 This Agreement shall be governed by, and construed in accordance with, laws of India.
- 12.2 In the case of any dispute, difference, 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 such Parties shall attempt to first resolve such dispute, difference, controversy or claim amicably through discussions between senior executives or representatives of the disputing Parties.
- 12.3 If the dispute is not resolved through such discussions within 30 (thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 12.4 The venue of arbitration shall be at Gurugram, Haryana and the language of the arbitration proceedings shall be English.
- 12.5 The arbitral tribunal shall be presided by a Sole Arbitrator appointed by the Jurisdictional Court.
- 12.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 12.7 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 setting up of such arbitral tribunal.
- 12.8 While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 12.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.

For Silver X Projects India Pvt. Ltd.


Director 26



Emaar India Limited

Secretary

- 12.10 The courts at Gurugram and High Court at Chandigarh alone shall have jurisdiction in respect of the present Agreement.

ARTICLE 13 NOTICES

- 13.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by personal delivery or by sending the same by reputed courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Article and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

(a) If to the Landowner

Address: 306-308, Square One, C-2, District Centre, Saket New
Delhi 110017
Telephone No: 9810293202
Attn: Company Secretary
E-mail: bharat.garg@emaar-india.com

(b) If to Emaar

Address: 306-308, Square One, C-2, District Centre, Saket New
Delhi 110017
Corporate Office: Emaar Business Park, MG Road,
Sikanderpur, Sector 28 Gurugram, 122002, Haryana
Telephone No: 0124-4421155
Attn: Mr. Mohit Agarwal
E-mail: mohit.agarwal@emaar-india.com

(c) If to Developer

Address: 543, 5th Floor, Tower B,
Spaze 1 Tech Park, Sohna Road,
Sector, 49, Gurugram, Haryana - 122018
Telephone No: +91 124- 4361888
Attn: Rajender Singh
E-mail: shabhi1999@gmail.com

For Silver X Projects India Pvt. Ltd.


Director

 Emaar India Limited

Authorized Signatory

ARTICLE 14 CONFIDENTIALITY

14.1 This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and shall not be disclosed to any third party unless required by law. The Parties shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the other Party. Disclosure of such information shall be restricted, on a need-to-know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (i) is disclosed with the prior written consent of the Party who supplied the information;
- (ii) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (iii) is required to be disclosed by a Party or its affiliate pursuant to Applicable Law or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;
- (iv) any third party can ascertain independently on account of this Agreement or the Power of attorney(ies) being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (v) Developer/ its shareholder, may have to disclose to any of its shareholders, investors, affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Laws, including but not limited to the listing regulations of Stock Exchange Board of India;
- (vi) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (vii) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

For Silver X Projects India Pvt. Ltd.

Rajendra Singh
Director

Raswan

Emaar India Limited

ARTICLE 15 GENERAL

a. No Partnership

Nothing contained in this Agreement shall constitute or be deemed to constitute an agency or partnership or association of persons for and on behalf of any other Party. This Agreement is executed on principal-to-principal basis and Parties under this Agreement shall be bound for their distinct responsibilities, rights, liabilities and obligations.

b. Variation

No variation of this Agreement shall be binding on the Developer and Emaar unless such variation is in writing and signed by the Developer and Emaar through their duly authorized representatives.

c. Supersede

This Agreement supersedes all prior agreement(s) / contract(s) / understanding(s) between the Developer and Emaar.

d. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

e. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns. The Developer shall not be entitled to assign the joint development rights to any third party without obtaining prior written consent from Emaar which shall not be withheld unreasonably.

f. Further Acts

The Developer and Emaar will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Government Authority are required for any of the arrangements under this Agreement to be effected, the Developer and Emaar will use all reasonable endeavors to obtain such approvals.

g. Authorization

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the Parties for whom they are signing.

For Shree X Projects India Pvt. Ltd.


DIRECTOR



Emaar India Limited



h. Conflict

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Said Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

i. Survival

(a) The provisions of this Article 4 (Emaar's Entitlement), Article 5 (Minimum Guarantee), Article 6 (Security Deposit), Article 7 (Mortgage), Article 10 (Events of Default and Consequences), Article 9 (Representations and Warranties), Article 11 (Indemnification), Article 12 (Governing Law and Dispute Resolution), Article 13 (Notice), and Article 14 (Confidentiality) and such other paras containing survival clause, shall survive the termination of this Agreement.

(b) Any termination as mentioned above shall not affect the accrued rights of the Parties hereunder.

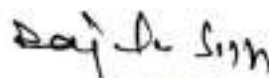
j. Specific Performance of Obligations

The Parties to this Agreement agree that, to the extent permitted under Applicable Law, 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 shall 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 the recovery of damages from the defaulting party.

k. Stamp Duty and Registration



The stamp duty and registration fee, if any, applicable on this Agreement and the Power of Attorney(ies) to be executed in furtherance of this Agreement towards the obligations to be undertaken and performed by the Developer, shall be borne and paid by the Developer.

For Silver X Projects India Pvt. Ltd.

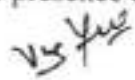
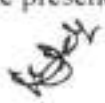

Director

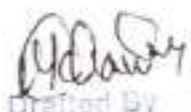
 Emaar India Limited
Authorized Signatory

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

For Forsythia Propbuild Private Limited  Name: Praveen Authorised Signatory	For Emaar India Limited (Formerly known as Emaar MGF Land Limited)  Name: Mohit Agarwal Authorised Signatory
---	---

For Silver -X Projects India Private Limited (Developer)  Name: Rajender Singh (Director)
--

In the presence of:  By: VINIT YADAV Name: VINIT YADAV Address: 40 Tileri	In the presence of:  By: KULWINDER SINGH Name: KULWINDER SINGH Address: 2945 Century 6 492
--	---


Drafted By
M.K. CHAUHAN
Advocate
Distt. Court Gurgaon

Schedule-I
Description of the Said Land

<u>Village</u>	<u>Rectangle No.</u>	<u>Revenue No.</u>	<u>Revenue extn.No.</u>	<u>Kanal</u>	<u>Marla</u>	<u>Total Marla</u>	<u>Company</u>	<u>Area in Acres</u>
<u>Naurangpur</u>	<u>70</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>42</u>	<u>Forsythia Propbuild Private Ltd.</u>	<u>0.263</u>
<u>Naurangpur</u>	<u>70</u>	<u>3</u>	<u>0</u>	<u>7</u>	<u>11</u>	<u>151</u>	<u>Forsythia Propbuild Private Ltd.</u>	<u>0.944</u>
<u>Naurangpur</u>	<u>70</u>	<u>8</u>	<u>1</u>	<u>2</u>	<u>18</u>	<u>58</u>	<u>Forsythia Propbuild Private Ltd.</u>	<u>0.363</u>
<u>Naurangpur</u>	<u>70</u>	<u>8</u>	<u>2</u>	<u>5</u>	<u>2</u>	<u>102</u>	<u>Forsythia Propbuild Private Ltd.</u>	<u>0.638</u>
<u>Naurangpur</u>	<u>70</u>	<u>13</u>	<u>0</u>	<u>8</u>	<u>0</u>	<u>160</u>	<u>Forsythia Propbuild Private Ltd.</u>	<u>1.000</u>
<u>Total</u>				<u>25</u>	<u>13</u>	<u>513</u>		<u>3.20625</u>

For Office Use: Propbuild India Pvt. Ltd.

Rajendra Singh
Director

Praveen

Emaar India Limited

[Signature]
Secretary

Annexure-1

Tentative Plan of Said Land



For Silver X Projects India Pvt. Ltd.

Rajesh Singh
Director

Rajesh Singh

Rajesh Singh
Emaar India Limited
Secretary

Annexure-II

Agreed Form of the Power of Attorney

DRAFT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE FOLLOWING:

FORSYTHIA PROPBUILD PRIVATE LIMITED (CIN.: U45200DL2007PTC157785, PAN.: [AABCF0500A]), a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017, acting through its authorised signatory _____ (Aadhaar No. 5052 0924 4157) duly authorised vide Board Resolution dated _____ (hereinafter referred to as the "**Landowner**"); which term and expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns);

AND

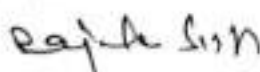
EMAAR INDIA LIMITED (Formerly known as **EMAAR MGF LAND LIMITED**) (CIN No. U45201DL2005PLC133161, PAN No. AABCE4308B), a company registered under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi 110017, acting through its duly Authorized Signatory _____ authorized vide Board Resolution, dated _____ (hereinafter referred to as the "**Emaar**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, and assigns)

The Landowner and Emaar are hereinafter collectively referred to as the "**Executants**".

WHEREAS:

- (A) The Landowner and Emaar desires to develop land of 25 Kanal 13 Marla or 3.20625 acres or thereabout of land falling in revenue estate of Village Naurangpur, Sector 79B, Gurugram, Haryana, and as more particularly described in **Schedule-I** hereto (the "**Said Land**").
- (B) The Landowner had earlier granted development rights on the Said Land to Emaar through **Collaboration Agreement** dated 20th January 2007, as amended from time to time executed by and between the Landowner and Emaar (hereinafter collectively referred to as the "**Definitive Agreements**").
- (C) The Landowner and Emaar herein have now executed a Joint Development Agreement dated [•] (the "**Joint Development Agreement**") with Silver-X Projects India Private Limited, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at Flat No. 02GF, Hamelia Street Emalia Tower 2B, Vatika City Homes, Sector- 49 Gurgaon (the "**Developer**") for development of the Said Land on the terms and conditions as set out therein.

For Silver X Projects India Pvt. Ltd.


Director

34



Emaar India Limited



- (D) In terms of the Joint Development Agreement, the Developer has obtained the Letter of Intent dated [•] and the License dated [•] for development of the Said Land along with _____ under [•].
- (E) In terms of the aforesaid Joint Development Agreement, the Executants have agreed to execute and register Power of Attorney in favour of the Attorney *(as defined hereinafter)*.

NOW BY THIS POWER OF ATTORNEY THE EXECUTANTS HEREBY irrevocably nominate, constitute and appoint Silver-X Projects India Private Limited. CIN: **U70109HR2013PTC049483**, PAN: **AATCS2571E**) a company incorporated under the provisions of the Indian Companies Act, 2013, having its registered office Flat No. 02GF, Hamelia Street Emalia Tower 2B, Vatika City Homes, Sector- 49 Gurgaon acting through its authorized signatory Mr. Rajender Singh (Aadhar No. 5121 9237 2083) duly authorized vide Board Resolution dated [•], as its true and lawful constituted Attorney to jointly / severally do the following, acts, deeds and things for us and on our behalf and in our name in connection with:

1. To sign and apply and follow-up with the various departments of the Government of Haryana under the Haryana Urban Development laws and/or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA') and other regulatory authorities / competent authorities / statutory authorities / government authorities with regard to the matters relating to grant of permissions/sanctions under the Haryana Development & Regulation of Urban Areas Act, 1975/Real Estate (Regulation and Development) Act, 2016 for and in respect of the Said Land, the sanctions and approvals of layout plan, building plans, zoning plans, Occupation/completion certificates, etc., as required under the law for the development, construction and completion of residential colony / Project on the Said Land and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Executants, as required from time to time in connection therewith.
2. To make, sign, execute, present and submit any applications, plans, documents, affidavits, undertakings, etc. in the office of Government authorities / revenue authorities / departments, etc. and in particular for the purpose of obtaining any permissions, sanctions, consent, no objection, approval, etc. that may be required for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land.
3. To make, sign, execute, present and submit challans for depositing license fees, external development charges, internal development charges, infrastructure augmentation charges, scrutiny fees and all other fees and charges payable to DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent

For Silver X Projects India Pvt. Ltd.

Rajender Singh
Director

35

[Signature]

AT

[Signature]

authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA') and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land and receive refunds.

To appear before and represent and make submissions to DGTCP, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA'), Haryana Real Estate Regulatory Authority for Gurugram ('HRERA'), State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes, intent or powers mentioned in this presents and to make, sign and submit any application, reply, affidavit, undertaking, agreement, guarantee, compromise, representation, petition, withdrawal, etc.

4. To access the said Land for the purpose of surveying the same, doing soil investigation and have the rights to prepare layout plans, building plans, preparing and making applications for grant of License and Approvals, and other approvals, permissions, sanctions, registrations etc., renewals, extensions thereof from Government Authority, as per Applicable Laws for and in relation to the Said Land and the development of the Project to be undertaken thereon.
5. To sign, verify, file, submit, furnish all applications, documents, etc. before various authorities in Gurugram and Chandigarh, such as Land Acquisition Department, Real Estate Regulatory Authority, Haryana, State Industrial and Infrastructure Development Corporation of India Ltd., Haryana Shehri Vikas Pradikaran ('HSVP'), Director, Town and Country Planning, Haryana, Chandigarh, Secretary Revenue, Secretary Finance National Highway Authority of India (NHAI), Income-tax Department, Pollution Department, Environment Department, Mines and Geology Department, Airport Authority of India, Municipal Corporation, Gurugram, Urban Local Bodies Department, Revenue Authorities/Department, Public Health Department, Fire Department and all other departments and authorities of the Government wherein applications, undertakings, declarations, etc., or any other document may be required to be filed in connection with the release of the Said Land/or any part or portion thereof from acquisition proceedings and matters related thereto and/or sanction / implementation of the Project.
6. To apply for and obtain licenses, permissions, NOC from the concerned authorities including DTCP, Chandigarh, HSVP (HUDA), Haryana State Industrial and

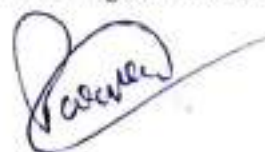
Infrastructure Development Corporation of India Ltd., NHAI, and/or any other concerned authorities under Local / State / Central Government including developing of the Said Land for residential colony/affordable group housing / plotted colony under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975, Real Estate (Regulation and Development) Act, 2016 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.

7. To carry out and undertake all filings and compliances under RERA with regard to the Project, and/or to apply, represent, appear, before Haryana Real Estate Regulatory Authority for Gurugram, Haryana Real Estate Appellate Authority in connection with all matters pertaining to the Said Land and conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land including payment of compensation/refund to customers and all other matter connected therewith.
8. To sign, file, submit and obtain lay out plan, building plan, services plan, revised / modified building plan and services plan before DGTCP, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA'), Haryana Real Estate Regulatory Authority for Gurugram ('HRERA') State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time.
9. To apply for and obtaining requisite permissions, approvals, NOC from the concerned authorities such as Town and Country Planning Department, HSVP, Fire Department, PWD, HSIDC Ltd., Licensing Authorities, Municipal Authorities and /or authorities in charge of sewer, water, electricity, highways or any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government as well as DGTCP, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA'), Haryana Real Estate Regulatory Authority for Gurugram ('HRERA'), State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in

For Silver X Projects India Pvt. Ltd.


Director

37



Emdial India Limited

Authorised Signatory

connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required for these authorities from time to time.

10. To enter upon the Said Land and to take physical possession of the Said Land.
11. To commence, carry on and complete and/or cause to be commenced, carried out and completed the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land on the part or whole of the Said Land in accordance with the license and/or sanctioned building plans and specification and apply and obtain from the competent authorities the Completion/ Occupation Certificate of the Project on the Said Land.
12. To enter into Buyers/Allotment Agreement(s) i.e., Agreement(s) for sale of Saleable Area developed on the Said Land as per the terms of the Agreement for apartments / units constructed or to be constructed on the Said Land as per Applicable Laws.
13. To receive sale price / lease/license money payable by the allottee(s) / purchaser (s) / lessees /licensee(s)of apartments/ residential plots as per Applicable Laws.
14. To receive sale price / lease/license money payable by the allottee(s) / purchaser (s) / lessees /licensee(s)of shops/ units/ commercial plots as per Applicable Laws.
15. To execute and get registered by appearing before Sub Registrar sale deeds, conveyance deed, lease deeds, gift deeds, license deeds, relinquishment deeds / rectification deed(s), Award of Arbitrator, etc. or any other document which the attorney deems expedient and necessary in his wisdom with respect to the Saleable Area.
16. To give symbolic/formal/actual physical possession of the shops/ units/ commercial plots purchased by buyers or obtained on lease by the lessees by handing over vacant possession of such property subsequent to execution of sale deed(s) / lease deeds or on such other terms as may be agreed by the Developer.
17. To give symbolic/formal/actual physical possession of the residential apartment / plots purchased by buyers or obtained on lease by the lessees by handing over vacant possession of such property subsequent to execution of sale deed(s) / lease deed(s) or on such other terms as may be agreed by the Developer.
18. To bear and pay stamp duty and registration charges in respect of the said documents or any part thereof as per the agreement in between the unit buyer and the Developer / Builder(s).
19. To apply and obtain GST/income- tax clearance for sale of units/plots, if required.

20. Subject to receipt of the Security Deposit as set out in the Joint Development Agreement, to lease any part / whole of the shops/ units/ commercial plots, 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 said property for occupying the same or otherwise in any manner whatsoever.
21. To lease any part / whole of the residential apartment / plots, 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 said property for occupying the same or otherwise in any manner whatsoever.
22. On non-payment of any sum as aforesaid to take proceedings to secure ejectment and to recover possession according to law.
23. 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.
24. 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.
25. 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 the Executants before all concerned authorities.
26. 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 to the authorities concerned for or on account of the Said Land and the Project / properties developed on the Said Land.
27. Subject to receipt of the Security Deposit as set out in the Joint Development Agreement, to create, modify and satisfy the mortgage, charges, lien, etc., over the Said Land and/or the joint development rights and/or the receivables arising out of the Project.
28. To enter into, make, sign, and do all such contracts, agreements, deeds, assurances, instruments and things as may in the opinion of the Attorney be necessary or convenient or expedient for carrying out the purposes mentioned herein.
29. To file / defend any suit, proceedings, civil, revenue, or criminal before any court/officer/authority/Arbitrator at its own cost and expenses. 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, to produce evidence, to give statement, to deposit or withdraw any amount in respect of the Said Land, 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 Said Land subject matter of Joint Development Agreement. The Attorney shall be competent to enter into any settlement pertaining to the Said Land or property in question.

30. 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 Land and / or Project on the Said Land or any matter incidental thereto, at its own cost and expenses.
31. 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 Said Land or property developed on the Said Land to the authorities concerned.
32. The Attorney shall exercise powers and execute documents by virtue of this Power of Attorney in accordance with the terms and conditions contained in the Joint Development Agreement and the Attorney shall be entitled to generally do all such acts, deeds and things as the Attorney deems fit and proper and which are necessary and incidental for achieving the objectives of Joint Development Agreement. This Power of Attorney shall co-exist and shall be co-terminus with the termination of the Joint Development Agreement and shall not be revoked during the subsistence of the Joint Development Agreement in accordance with the terms and conditions thereof as agreed to between the Parties thereto.

AND GENERALLY to do and perform all acts, deeds, matters and things as may be necessary/ deemed fit and proper by the said Attorney for carrying out all or any matter for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land as per the terms of the said the Joint Development Agreement.

That said attorneys may delegate all or any of the aforesaid powers to any of its employee/s / representatives with all or any of the said powers, and to cancel, withdraw and/or revoke the powers conferred upon such attorney.

All the acts, deeds and things lawfully done or caused to be done by the Attorney(s) aforesaid as set out hereinabove, shall be deemed to have been done for and on behalf of the Executants and shall have the same effect as though the same have been done by the Executants and we do hereby state that all such acts, deeds and things done lawfully shall be ratified by the Executants. Executants shall not be liable for the illegal acts, deeds, things of the said Attorney.

This Power of Attorney shall co-exist and shall be co-terminus with the Joint Development Agreement.

For Silver X Projects India Pvt. Ltd.

Rajiv Singh 40
Director



Silver X Projects India Limited

Authorized Signatory



IN WITNESS WHEREOF, the Executants, have executed this Power of Attorney at Gurugram, Haryana on the [•] day of [•] 2021, in presence of witnesses.

EXECUTANTS	ACCEPTED BY
For FORSYTHIA PROPBUILD PRIVATE LIMITED	For Silver-X Projects India Private Limited,
	For Silver X Projects India Pvt. Ltd. 
Name: Praveen Authorised Signatory	Mr. Rajender Singh (Director)
For EMAAR INDIA LIMITED (FORMERLY KNOWN AS EMAAR MGF LAND LIMITED)	
Name: Mr. Mohit Agarwal Authorised Signatory	
Witness:	
1. 	
2. 	

For and on behalf of Emaar India Limited


Director



Emaar India Limited
Authorised Signatory


Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date: 01/04/2021

Certificate No. G0A2021D179

GRN No. 75894034



Stamp Duty Paid: ₹ 377500

Penalty: ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Bhim Singh

H.No/Floor: Na

City/Village: Wazirabad

Phone: 99*****17

Sector/Ward: Na

District: Gurugram

Others: Inder singh

LandMark: Na

State: Haryana



Buyer / Second Party Detail

Name: Silver x projects India Private limited

H.No/Floor: 02gf

City/Village: Vatika city

Phone: 98*****76

Sector/Ward: 49

District: Gurugram

LandMark: Hamelia street emalia tower 2b

State: Haryana

Purpose: NON JUDICIAL STAMP PAPER FOR COLLABORATION AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://e-grashry.nic.in>

COLLABORATION AGREEMENT

THIS AGREEMENT OF COLLABORATION is executed at Manesar, Gurugram, Haryana on this 1st day of April 2021.

BETWEEN

(1) Sh. Bhim Singh and Inder Singh sons of Sh. Sultan Singh, R/o Village Wazirabad Distt. Gurugram hereinafter collectively called the "FIRST PARTY" (which expression unless repugnant or opposed to the context this agreement includes their executors, successors-in-interest, representatives, nominees and assigns etc.)

Bhim Singh *Inder Singh*

For Silver X Projects India Pvt. Ltd.

Rajesh Singh
Director

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर नौरंगपुर

धन संबंधी विवरण

राशि 18875022 रुपये

स्टाम्प ड्यूटी की राशि 377500.4375 रुपये

स्टाम्प नं : G0A2021D179

स्टाम्प की राशि 377500 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:75893790

वॉटिंग शुल्क 0 रुपये

DeficiencyStampno:
G0A2021D1996

DeficiencyGmno: 75576135

DeficiencyAmt: 101

Drafted By: MJE CHAUHAN ADV

Service Charge:0

यह प्रलेख आज दिनांक 01-04-2021 दिन गुरुवार समय 3:42:00 PM बजे श्री/श्रीमती/कुमारी

BHIM SINGH पुत्र SULTAN SINGH INDER SINGH पुत्र SULTAN SINGH निवात WAZIRABAD GGM दुवारा पंजीकरण हेतु प्रस्तुत किया गया।

उपस्थित पंजीयन अधिकारी (Manesar)

सह उपस्थित
मानसरो (गुडगाँव)

Bhim Singh इंदर सिंह

हस्ताक्षर प्रस्तुतकर्ता

BHIM SINGH INDER SINGH

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी SILVER X PROJECTS INDIA PVT LTD श्री RAJENDER SINGH BROTHER, इजिप्ट

हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी KULVINDER SINGH पिता AJIT SINGH

निवासी SEC-46 GGM व श्री/श्रीमती/कुमारी VIKAS YADAV पिता DHARMVIR YADAV

निवासी VILLAGE TIKRI GGM ने की।

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



उपस्थित पंजीयन अधिकारी (Manesar)

सह उपस्थित
मानसरो (गुडगाँव)

**Indian-Non Judicial Stamp
Haryana Government**

Date : 01/04/2021

Certificate No. GOA2021D1996



GRN No. 75576135

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Bhim Singh

H.No/Floor : 00

Sector/Ward : 00

LandMark : 00

City/Village : Wazirabad

District : Gurugram

State : Haryana

Phone : 98*****76

Others : Inder singh

**Buyer / Second Party Detail**

Name : Silver X projects India pvt ltd

H.No/Floor : 00

Sector/Ward : 49

LandMark : Vatika city tower

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 98*****76

Purpose : Deficiency

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

Bhim Singh *सहस्र*

For Silver X Projects India Pvt Ltd.

Rajendra Singh
Director

AND

M/s Silver-X Projects India Pvt. Ltd having its Regd Office at Flat no 02GF, Hamelia Street, Emalia Tower 2B, Vatika City Homes, Sect-49 Gurugram-122018 & Corporate Office 543, Tower B-3, Spaze i-Tech Park, Sect 49, Sohna Road, Gurugram-122018 through Mr. Rajender Singh s/o Shri Krishan Pal Sharma duly authorized vide resolution dated 01April 2021 passed by Board of Directors of the Company hereinafter called the **"SECOND PARTY"** (which expression unless repugnant or opposed to the context this agreement includes its executors, successors-in-interest, representatives, nominees and assigns etc.)

WHEREAS First party is lawful owner in possession of the following land in Khewat No. - 416 , Mustil No.70, Killa no. 18/2, area measuring 07 Kanal 11 marla of Village - Naurangpur, Tehsil- Manesar, District Gurugram, Haryana.

WHEREAS First Party is, therefore, owners in physical possession of land measuring Kanals Marlas described above situated in revenue estates of (Sector 79), Gurugram. The land referred to above is subject matter of the instant contract and has hereinafter been referred to as **"Said Land"**.

WHEREAS the First Party, the Second Party are collectively referred to as the "Parties" and individually referred to as the "Party".

WHEREAS the Second Party is engaged in development of several Affordable Residential Group Housing Project in District Gurugram. First Party/Confirming Party are keen to enter into a contractual arrangement with Second Party for development of an Affordable Residential Group Housing Project on collaboration basis. The Second Party is also desirous of conceptualizing,

Bhim Singh *20/4/21*

For Silver X Projects India Pvt. Ltd.

Rajender Singh
Director



पेशकर्ता

दावेदार

गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- BHIM SINGH Inder Singh

Bhim Singh Inder Singh

दावेदार :- thru RAJENDER SINGH OTHERS SILVER X PROJECTS INDIA PVT

LTD

Rajender Singh

गवाह 1 :- KULVINDER SINGH

Kulvinder Singh

गवाह 2 :- VIKAS YADAV

Vikas Yadav

प्रमाण पत्र

प्रमाणित किया जाता है कि यह पतेख क्रमांक 53 आज दिनांक 01-04-2021 को बही नं 1 जिल्द नं 276 के पृष्ठ नं 56.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1285 के पृष्ठ संख्या 4 स 5 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षरनिशान अगूठा मेरे सामने किये हैं।

दिनांक 01-04-2021



उप/संयुक्त पंजीयन अधिकारी (Manesar)

[Signature]
मानसार (पंजीयन 4)

promoting, constructing and developing an Affordable Residential Group Housing Project over the Said Land.

WHEREAS the First Party have conveyed to the Second Party the Said Land is free from any charges, liens, encumbrances, litigations, notifications, etc. and the First Party has a perfect and legal title to the Said Land and is fully entitled in law to deal with the same.

NOW, THEREFORE, THESE PRESENTS WITNESS and it is hereby agreed declared and covenanted and recorded by and between the parties as under:-

1. That the subject matter of this development agreement between the parties is the Said Land described above for utilizing the same for construction and development of the same as an Affordable Residential Group Housing Project by the Second Party.
2. That the First Party are aware that the Second Party is proceeding to enter into the instant contract solely with the objective of conceptualizing, promoting, constructing and implementing an Affordable Residential Group Housing Project over the Said Land.
3. That the Second Party shall submit appropriate application with Directorate of Town & Country Planning, Haryana, Chandigarh for obtaining requisite permission / licence, for undertaking the development of an Affordable Residential Group Housing Project over the Said Land. All expenses in this regard shall be incurred entirely by the Second Party.
4. That immediately after obtaining of license, requisite application shall be submitted by First party with Directorate of Town & Country Planning, Haryana, Chandigarh for transfer of beneficial interest / development rights in respect of Said Land in favour of the Second Party. All

Shim Singh 2-4/1/22

For Clear X Projects India Pvt. Ltd.

Rajendra Singh
Director

administrative charges, statutory fees, incidental, costs and expenses and stamp duty for the purpose of transfer of beneficial interest / development rights in respect of Said Land shall be incurred entirely by the Second Party.

5. That subsequent to grant of license, the Second Party shall proceed to procure / obtain at its own cost and expense and with its own resources the requisite permissions, sanctions and approvals of all competent authorities for developing of an Affordable Residential Group Housing Project. The First Party / Confirming Party agree in accordance with the terms and conditions herein recorded, to place at the complete disposal of the Second Party the Said Land and to irrevocably vest in it all the authority of the First Party / Confirming Party as may be necessary in the discretion of the Second Party for obtaining the requisite permissions, sanctions and approvals for development, construction, and completion and sale of the Affordable Residential Group Housing Project on the Said Land.
6. That the Building Plans for the proposed Affordable Residential Group Housing Project shall be in accordance with conformity with the Zonal Plan and the Rules and bye-laws of the Town and Country Planning Department, Haryana, and / or any other competent authority as may be prescribed / applicable pertaining to the Said Land as may be in force in the area. The said building plans for the said Affordable Residential Group Housing Project shall be filed for permission to construct the maximum permissible covered area in the aforesaid land.
7. That the Second Party at its absolute discretion shall proceed to have suitable design, model and / or plans prepared for the proposed Affordable Residential Group Housing Project and get them approved / sanctioned from the competent authority(s).

Blingsh Singh

For SIVAR X Projects India Pvt. Ltd.

Rajesh Singh
Director

8. That the cost of construction of the said Affordable Residential Group Housing Project including the charges and fees of the architects, consultants, engineers, contractors etc., preparation and sanctions of plans as also all other expenses incurred in undertaking development of the project, raising of construction, obtaining occupation / completion certificate, payment of compounding fee or any other fees, charges related to the project and complying with conditions contained in applicable policy, internal / external development charges, infrastructure development charges and enhancements thereof shall be paid by the Second Party.
9. That the Second Party shall be entitled after obtaining licence from the concerned authorities to obtain loans / financial assistance from banks / financial institutions by placing the Said Land as security and / or by mortgaging the same. The First Party/Confirming Party admit and acknowledge that the Second Party shall have the unhindered right to do so. The First Party/Confirming Party undertake to execute requisite documents and to do all such acts, deeds and things as may be required so as to enable the Second Party to obtain loans / financial assistance from banks / financial institutions. The First Party / Confirming Party further undertake to hand over to the concerned banks / financial institutions the original documents of title pertaining to the Said Land. However, the amounts raised from mortgage of the land in question shall only be utilized for execution of the project and for payment of amounts in respect thereof.
10. The First Party shall deliver physical possession of the Said Land to the Second Party at the spot for promotion, development, construction, mortgage / sale of the project for development of Affordable Residential

Prin Singh SETHI

For Silver X Projects India Pvt. Ltd.

Rajendra Singh
Director

Group Housing Project over the same once this agreement is signed by both parties.

11. That the Said Land is free from all liens, mortgages, encumbrances, third-party claims, prior agreements, litigations, notifications etc. There are no prior agreements of any nature with respect to the Said Land.
12. That this agreement shall devolve all necessary rights and entitlements on the Second Party to conceptualize, promote, construct, implement, market and sell upon the Said Land proposed Affordable Residential Group Housing Project in accordance with the terms of this agreement and to own as property belonging to the Second Party the said Affordable Residential Group Housing Project.
13. That the First Party shall grant an irrevocable registered General Power of Attorney to the Second Party / its nominees for obtaining various requisite permissions, for getting sanctioned the site plans and for obtaining all such approvals as may be required to be obtained from any authority for the purpose of conceptualizing, promoting, constructing, developing and selling the Affordable Residential Group Housing Project over the Said Land. The Power of Attorney shall also authorize the Second Party / its nominee(s) to discharge its part of the obligations under this development agreement and to sell the constructed / unconstructed and / or developed / undeveloped portions of the Project. The Power of Attorney shall also authorize the Second Party to exercise all rights under this Collaboration Agreement.
14. That it is further admitted by the First Party that the Power of Attorney referred to above shall be executed / registered in accordance with Section 202 of the Indian Contract Act, 1872.

Bhim Singh S.G.P.H.E.

For Shree X Projects India Pvt. Ltd.

Raj D. Singh
Director

15. That, the irrevocable registered General Power of Attorney executed and registered by the First Party in favour of the Second Party / its nominee(s) for obtaining all sanctions / approvals as may be required to be obtained from any authority for the purpose of raising construction and sale of areas forming part of the project shall not be cancelled / terminated by the First Party.
16. That it has been mutually agreed between the parties that the Second Party shall at its absolute discretion proceed to execute / register conveyance deed(s) in respect of areas forming part of the project together or in phases.
17. That acting on the representation of the First Party the Second Party shall pay interest free non-refundable amount of Rs. 2400000/- (Rupees Twenty Four Lac Only) in the following manner:-
 - (i) Rs.1200000 (Rupees Twelve Lac Only) vide cheque bearing no. 137134 dated 01/04/2021 drawn in Axis Bank Ltd in favour of Mr. Inder Singh
 - (ii) (i) Rs. 1200000 (Rupees Twelve Lac Only) vide cheque bearing no. 137135 dated 01/04/2021 drawn in Axis Bank Ltd in favour of Mr. Bhim Singh
18. That in case any fresh statutory charges / fees of any nature are levied or the exiting External Development Charges / other statutory charges are increased, in that event the same shall be paid entirely by the Second Party.
19. That stamp and registration fee for registration of instant Collaboration Agreement are being incurred by the Second Party.

Bhim Singh इंदर सिंह

For Shree X Projects India Pvt. Ltd.

Rajendra Singh
Director

20. However, in case the Owners, their nominee or legal heirs would otherwise cancel or back out from this Agreement if there being no breach of the terms and conditions of this Agreement on the part of the Developers, in that event the Developers besides its other rights will be entitled to get the said agreement enforced through courts at the cost and risk of Owners and during pendency of the said proceedings the Owner shall not enter into my agreement with respect of the said land with any third party except for achieving the objective of the Agreement.
21. The Developers / Second party will follow all terms and conditions of the license and also follow the all provisions & rules of The Haryana Development and Regulation of Urban Areas Acts 1975 & The Haryana Development and Regulation of Urban Areas Acts 1976 and obtain the completion certificate. Developer is bound by all provisions & rules of The Haryana Development and Regulation of Urban Areas Acts 1975 & and The Haryana Development and Regulation of Urban Areas Act 1976 till the DTCP does not relieve of them.
22. That this collaboration agreement is irrevocable. The provisions of any clause of this agreement will not be changed / amended without getting the prior permission of the DTCP. This collaboration agreement is unchangeable.
23. That in case any additional stamp duty is payable or any document required to be submitted for obtaining of permission for change in beneficial interest / change of developer / transfer of title from Directorate, Town and Country Planning, Haryana, Chandigarh, in that event the same shall be incurred by the Second Party.
24. That the saleable component of residential built up area forming part of the Affordable Residential Group Housing Project shall be shared

Shim Singh

For Officer X Projects India Pvt. Ltd.

Rajesh Singh
Director

mutually area ratio of 32.5% (First Party) and 67.5% (Second Party) by both the Parties.

That in case any amount / fees / bank guarantee deposited by the Second Party with the government / any other authority is refunded to the First Party / Confirming Party, the same shall be returned to the Second Party within seven days of the receipt of the same and in the event of any delay beyond this period the First Party / Confirming Party will pay an interest @ 18% per annum on the amount so received.

25. That the First Party shall proceed to obtain license for development of an Affordable Residential Group Housing Project within four months of getting the LOI.
26. That the Second Party shall proceed to start the development work after grant of sanction of layout plan, environmental clearance and RERA approval and shall complete the development of the Affordable Residential Group Housing Project within 48 months from the RERA approval and / or such extended period as may be mutually agreed between the parties. If the non-completion of the colony is the result of earthquake, lightening, floods, pandemic, pollution related bans or any order or notification of the Government or departmental delay or inaction or delay in according sanctions to the project by the statutory authorities which prevents the progress of the construction or for any reason beyond the control of the Second Party, the Second Party shall be entitled to extension of time for completing the said project.
27. That since considerable expenditure, efforts and expertise are involved in obtaining permissions / sanctions, conceptualizing, promoting, constructing and developing the Affordable Residential Group Housing Project over the Said Land, it is the condition of this agreement that after

Plumzia M. S. R. A. E.

For Plumzia M. S. R. A. E.

Rajendra Singh

Director

execution of this contract the First Party or their nominees, successors and / or assigns will not cancel or back out and / or withdraw from this agreement under any circumstances. In such eventuality the Second Party besides its other rights will be entitled to get the said agreement performed / enforced through a suit for specific performance at the cost and risk of the First Party and during such pendency of the suit the First Party shall not enter into any agreement with respect to the Said Land with any third party.

28. That nothing contained in the preceding clause shall apply in the event of refusal by the concerned statutory authorities to grant licence to the First Party for development of an Affordable Residential Group Housing Project over the Said Land. In such event the First Party shall not refund the amount received by them to the Second Party.
29. That the First Party are aware of the fact that the Affordable Residential Group Housing Project over the Said Land shall be set up in accordance with the Affordable Housing Policy. The First Party are aware that in terms of the aforesaid policy the allotment of apartments shall be done under the supervision of a committee comprising of designated representatives of government Department / agencies of the State.
30. That the First Party are further aware that the maximum FAR shall be 2.25. The First Party are also aware that the sales are to be made on carpet area basis and that in district Gurgaon allotment rate of the apartments forming part of Affordable Residential Group Housing Project is Rs.4000/- per square feet. The First Party are further aware that the apartment sizes in the project are to be constructed within the range mentioned in the applicable policy. The First Party have examined the

Phim Singh *SECRET*

For Green X Projects India Pvt. Ltd.

Rajiv Singh
Director

aforesaid policy in detail and are aware of the fact that parking facilities to be provided for cars and two wheelers in the project.

31. That the First Party are further aware of the fact that the community site is to be made size of which shall not be less than 2000 square feet. The First Party / Confirming Party are further aware of the fact Anganwadi-cum-Creche of not less than 2000 sq. feet shall also be required to be constructed in the project. Entire expenditure in construction of community site/ Anganwadi-cum-Creche shall be incurred by the Second Party.
32. That notwithstanding apportionment of revenue accruing from the proposed Affordable Residential Group Housing Project in the manner stated above, the Second Party alone shall be responsible for complying with all formalities/obligations pertaining to the project in accordance with provisions of Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder.
33. That scrutiny of the policy has made it evident to both the parties to this contract that commercial component of 4% available in the project shall be used for the purpose of maintenance of the Affordable Residential Group Housing Project for a period of five years from the date of grant of occupation certificate. In case the income derived from the aforesaid commercial component is not adequate to meet the maintenance expenses, in that event the deficit amount shall be contributed by the Second Party.
34. That the parties are aware that advertisements would be required to be published in newspapers for the purpose of sale of apartments in the project. The Second Party shall be competent and entitled to get the advertisements published to comply with the policy. The Second Party shall also be entitled to deal and interact with the concerned government

Bhim Singh S. S. R. A. S.

For Silver X Projects India Pvt. Ltd.

Rajendra Singh
Director

officials to finalize the date of draw of lots for allocation / sale of apartments in the Affordable Residential Group Housing Project.

35. That all office establishment expenses as may be required to be incurred by the parties for maintenance of records, printing of documents, keeping record of transfers, publication of advertisements and other aspects of the project shall also be incurred by the Second Party.
36. That it is further agreed and understood between the parties that all sale proceeds / realizations / interest / penalties from the project shall be deposited in a bank account which shall be opened and operated by the Second Party. The Second Party shall be entitled to deposit and withdraw amounts from the said bank account.
37. That the construction of project shall be carried out by the Second Party at its cost.
38. That all rates, cesses and taxes due and payable in respect of the Said Land up to the date of this agreement shall be the exclusive liability of the First Party and thereafter the liability in this behalf shall be shared by the parties in the agreed proportion mentioned therein.
39. That the First Party covenant with the Second Party that they shall apply and provide all documentary evidence and support as may be required to be submitted to the Town and Country Planning Department, Haryana and / or such other authority concerned with the matter and further than the First Party shall also within a week of receipt of any request from the Second Party sign and execute such other documents, letters etc. as may be necessary for the development, construction and completion of the said project and for giving effect to the terms of this agreement.

Shimshi S. S. S.

For Owner X Projects India Pvt. Ltd.

Sajal S. S.
Director

40. That the Second Party shall be bound to ensure that clear marketable title free from all encumbrances, mortgages etc. is conferred in favour of the prospective purchasers of units / apartments in the Affordable Residential Group Housing Project.
41. That the Second Party shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour laws, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or third party. All claims and demands during construction shall be settled and cleared by the Second Party and no liability on this account shall fall on the First Party.
42. That the parties shall be responsible and liable in respect of income-tax and/or other statutory liabilities as far as respective sale proceeds from the project are concerned.
43. That the First Party have declared and represented to the Second Party that the Said Land is free from all encumbrances, charges, gifts, liens, attachments, liabilities, tenancy, unauthorized occupation, claims and litigations whatsoever and that there are no breaches, or no notice of requisition or acquisition has been received by the First Party and that the First Party shall keep the said land free from all encumbrances, till the duration and full implementation of this agreement in all respects. The First Party has entered into this agreement relying / acting upon these declarations and representations / undertakings of the First Party .

Shim Singh 5-4-18

For Shree K Projects India Pvt. Ltd.

Raj De Sni
Director

44. That the First Party shall have nothing to do with the implementation of the Affordable Residential Group Housing Project over the said land. The First Party admit and acknowledge that they have got absolutely no claim of any nature whatsoever against each other. In the event of there being any dispute or difference or litigation amongst the First Party, the same shall have no bearing on the implementation of the Affordable Residential Group Housing Project by the Second Party. The First Party undertake not to stake any claim of any nature against each other on the basis of Development Agreements earlier executed between them on the basis of which licence for development of plotted colony had been granted in respect of Said Land.
45. That by virtue of this agreement all necessary rights, obligations and entitlements with respect to the construction and development of the said Land as part of the Affordable Residential Group Housing Project have devolved upon the Second Party and the Second Party shall develop the Said Land in accordance with the terms of this Agreement.
46. That the First Party hereby agree to indemnify the Second Party and keep the Second Party indemnified at all times from and against all claims, demands, actions, suits and / or proceedings that may be made or taken against the Second Party and against all the losses, damages, costs and expenses that may be suffered by the Second Party and litigation expenses incurred by it on account of the following :-
- (i) Any of the representations, statements and assurances made by the First Party is found to be false, fraudulent or misleading.
 - (ii) Any defect in the title of the said Land.

Phin Singh 2042 BTE

For Silver X Projects India Pvt. Ltd.

Raj De Singh
Director

- (iii) Possession of the said Land getting disturbed / interfered by the First Party themselves or by anybody claiming under them.
 - (iv) Loss / damage, suffered by the Second Party on account of stoppage of development work of the Affordable Residential Group Housing Project.
 - (v) That in case the Said Land or any part thereof comprised in and the subject matter of this agreement declared to be belonging to the First Party is lost on account of any defect in the title of the First Party or any litigation instituted by any one claiming through the First Party or any one claiming title paramount to the First Party or on account of any other cause or cases whatsoever including outstanding (s), claim (s) taxes etc., claimed against the First Party, in that event the First Party shall be liable to pay the damages, losses, costs and expenses sustained by Second Party and / or intending buyers of whole or part of the built / unbuilt areas etc. The First Party / Confirming Party expressly agree to keep the Second Party and the intending buyers harmless and indemnified against all claims and demands for damages, losses, costs and expenses which the Second Party or the intending buyers may sustain or incur by reason of any defect in title of the First Party or due to any concealment on their part.
47. That if there be any claim, demand, tax, litigation of any nature whatsoever against the First Party, then it is a condition of this agreement that the work of development and / or completion of the said building and / or any other matter incidental to this agreement shall not at any time or during construction or after the completion or on handing over possession to the intending purchasers, be stopped, prevented obstructed or delayed

Shim Singh S. S. S.

Raj D. S. M.

in any manner whatsoever except in the case of compliance of any court orders. It is agreed that such claims, outstanding demands, litigation and / or court decrees shall only be met and satisfied by First Party.

48. That the First Party undertake to execute all documents / agreements of assurances that may be necessary to be given and vouched safe to the allottees of the covered and uncovered areas of the project building at the cost and expense of the said allottees.
49. That the First Party shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the said complex and / or booking and sale of apartments the project building.
50. That on execution of this agreement, the Second Party shall be entitled to enter upon the entire said land, survey the same, prepare the layout and service plans and development scheme for submission to the Town and Country Planning Department, Haryana and / or such other authority(s) as may be concerned in the matter for obtaining of requisite permissions, sanctions and approvals for development, construction and completion of the proposed Affordable Residential Group Housing Project on the Said Land. The Second Party shall be at liberty to put up its sign boards at the premises of the said land with the legend that the building to be constructed as above is an Affordable Residential Group Housing Project wherein the public is free to book the areas / spaces in conformity with applicable policies, and to have temporary site office in any part of the said land. It is specifically agreed and understood that the permission and authority granted by the First Party / Confirming Party to the Second Party under this clause, does not empower the Second Party to carry out any construction work on the said land until layout plans have been

Shin Singh *5-11-12*

Raj-De Singh
Director

sanctioned and environmental clearance has been granted by the competent authority(s) as contemplated herein.

51. That actual physical possession of the Said Land has been delivered at the spot by the First Party to the Second Party. It is agreed between the parties that the possession of the said land / property delivered / handed over to the Second Party for the purpose of the above mentioned project shall not be disturbed and Second Party shall not be dispossessed therefrom till the project building is complete. The building shall be deemed to have been completed when the occupation certificate has been obtained by the Second Party.
52. That this agreement is not and shall not however be deemed or construed as a partnership between the parties hereto nor will the same be ever deemed to constitute one as the agent of the other, except to the extent specifically recorded herein.
53. That the parties hereto have agreed and undertaken to perform their part of the agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this agreement.
54. That this agreement shall always be deemed to be subject to the usual force majeure clause and circumstances.
55. That notwithstanding the execution and registration of the attorney, the First Party / Confirming Party shall also allow the execution and registration of the sale deed(s) or such other document(s) or instrument(s) in favour of the intending purchaser(s) of unit(s) / space(s), etc. in respect of the units, floor space(s) etc. agreed to be sold to different intending purchaser(s) at the cost and expense of the said intending purchaser(s) and

Bhim Singh 5-4-18

For Silver X Projects India Pvt. Ltd.

Rajendra Singh
Director

shall give the said intending purchaser(s) title and interest as may be permissible by present or future laws on the terms and conditions of this agreement. The sale deeds to the respective clients will be done only after complete payment to the First Party has been made by the Second Party.

56. That the parties hereto have agreed and undertaken to pay their separate tax and / or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof.
57. That the parties hereto have agreed and undertaken to pay their separate tax and / or other liabilities punctually and indemnify the other party and the said property against any attachment, seizures or sale thereof. It is also hereby expressly agreed and declared that:
 - i. These presents do not create any partnership between the parties hereto;
 - ii. Each of the parties hereto has undertaken obligations and has rights specified hereinabove on their own account and as principal to principal and not on behalf of, or on account of or as agents of any of them or of anyone else;
 - iii. Each of the parties hereto shall bear and pay its own respective income tax and all other taxes in respect of the realization received by each of them under these presents;
58. That all rates, cesses and taxes due and payable in respect of the said land up to the date of this agreement shall be the exclusive liability of the First Party.

For Silver X Projects India Pvt. Ltd.

Phian Singh इंदर सिंह

Raj De Singh
Director

59. That this agreement overrides and supersedes all prior discussions and correspondence between the parties and contains the entire agreement between them. No changes, modifications or alterations to this agreement shall be done without the written consent of the parties thereto.
60. That the common areas of the said complex / scheme shall be maintained by professional maintenance company appointed at its absolute discretion by the Second Party for a period of 5 years from the date of grant of occupation certificate.
61. That in pursuance of the due performance of the obligations and the covenants herein contained, this agreement shall not be revoked or cancelled, and shall be binding on both the parties and their successors, administrators, liquidators and assigns.
62. That the failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
63. That if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

Bhim Singh 30/1/15

For Director Projects India Pvt. Ltd

Sanjiv De Silva
Director

64. That the Punjab and Haryana High Court at Chandigarh, and Courts in Gurgaon subordinate to it, alone shall have jurisdiction in all matters arising out of touching and / or concerning this transaction.

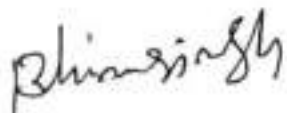
IN WITNESS WHEREOF, the parties hereto have signed this Development Agreement on the 1st day of April 2021 first mentioned above

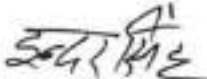
Witnesses:


Kulvinder Singh


Vikas Yadav

FIRST PARTY

Bhim Singh 

Inder Singh 

For Silver X Projects India Pvt. Ltd.


SECOND PARTY *Director*

M/s Silver-X Projects India Pvt. Ltd.


Drafted by
M.K. CHAUDHAN
Advocate
Distt. Court Gurgaon

Payment Schedule

1 Month after Draw -	13% of the total amount
6 Months from Last Payment	13% of the total amount
6 Months from Last Payment	13% of the total amount
6 Months from Last Payment	13% of the total amount
6 Months from Last Payment	13% of the total amount
6 Months from Last Payment	13% of the total amount
6 Months from Last Payment	22% of the total amount
Total-	100%

Bhim Singh

2043/14g

For Sivali X Projects India Pvt. Ltd.

Rajendra Singh
Director