



Indian Non Judicial Stamp
Haryana Government



Date 09/12/2019

Certificate No G0I2019L2551



GRN No 60680782



Stamp Duty Paid ₹ 5000000

Penalty ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Emaar MGF Land Limited

H.No/Floor: 306/308

Sector/Ward: C2

LandMark: District centre saket

City/Village: Delhi

District: Delhi

State: Delhi

Phone: 0

Others: Etc



Buyer / Second Party Detail

Name: Jmk Holdings Pvt Ltd

H.No/Floor: 1302

Sector/Ward: 13

LandMark: Dr gopal das bhawan

City/Village: Delhi

District: Delhi

State: Haryana

Phone: 0

Purpose: Collaboration Agreement



7176

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

Type of Deed:

Joint Development / Collaboration Agreement

Stamp Duty:

Rs. 50,00,000/-

E-Stamp No. and Date:

G0I2019L2551 dt. 09.12.2019

Pasting & Regn. Fee GRN No.:

60685559/50005

Village:

Naurangpur

JOINT DEVELOPMENT / COLLABORATION AGREEMENT

This Joint Development/ Collaboration Agreement (the “**Agreement**”) is made at Gurugram, Haryana on this 12th day of December 2019.

BY AND AMONGST

Forsythia Propbuild Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in

For Emaar MGF Land Limited

For Gibbon Propbuild Pvt. Ltd.

For Gauntlet Propbuild Pvt. Ltd.

Authorized Signatory

Authorized Signatory

Authorized Signatory

For Jmk Holdings Private Limited

Director/Authorized Signatory

FORSYTHIA PROBUILD PVT. LTD.

Auth Signatory

दिनांक: 12-12-2019

शीड का नाम COLLABORATION शीड संबंधी विवरण	तहसील/सब-तहसील Manesar गांव/शहर गांव/शहर
शीड संबंधी विवरण	शीड संबंधी विवरण

(Manesar) पंचायत समिति

(Mancsar) 17444 17444 17444/44

रत्नाकर मलिकानी
Joint Sub Registrar
Foraythia Propbuild Pvt Ltd Gammetel Propbuild Pvt Ltd Gibbon Propbuild Pvt Ltd Pkmesar (Gurgaon)

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रत्नाकर मलिकानी
Joint Sub Registrar
Foraythia Propbuild Pvt Ltd Gammetel Propbuild Pvt Ltd Gibbon Propbuild Pvt Ltd Pkmesar (Gurgaon)



interest) acting through its authorised signatory Mr. Budh Ram Rathi duly authorised vide Board Resolution dated 11.12.2019 (Hereinafter referred to "**Land Owner 1**"); and

Gauntlet Propbuild Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) acting through its authorised signatory Mr. Budh Ram Rathi duly authorised vide Board Resolution dated 11.12.2019 (hereinafter referred to as **Land Owner -2**); and:

Gibbon Propbuild Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) acting through its authorised signatory Mr. Budh Ram Rathi duly authorised vide Board Resolution dated 11.12.2019 (hereinafter referred to as **Land Owner -3**);

(hereinafter collectively referred to as "**Land Owners**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, its successors in interest, administrators and permitted assigns) as Party of the **FIRST PART**

AND

Emaar MGF Land Limited, a company registered under the provisions of the Companies Act, 1956, having its registered office at 306-308, Square One, C-2, District Centre, Saket New Delhi 110017, through its duly Authorized Signatory Mr. Mohit Agarwal authorized vide Board Resolution, dated 14th November 2019 (hereinafter referred to as the "**Emaar**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in interest, nominees and permitted assigns) as Party of the **SECOND PART**

AND

JMK Holdings Pvt Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at 1302, 13th Floor, Dr Gopaldas Bhawan, 28 Barakhamba

For Gibbon Propbuild Pvt. Ltd.
Authorized Signatory

For JMK Holdings Pvt. Ltd.
Director/Authorized Signatory

For Emaar MGF Land Limited

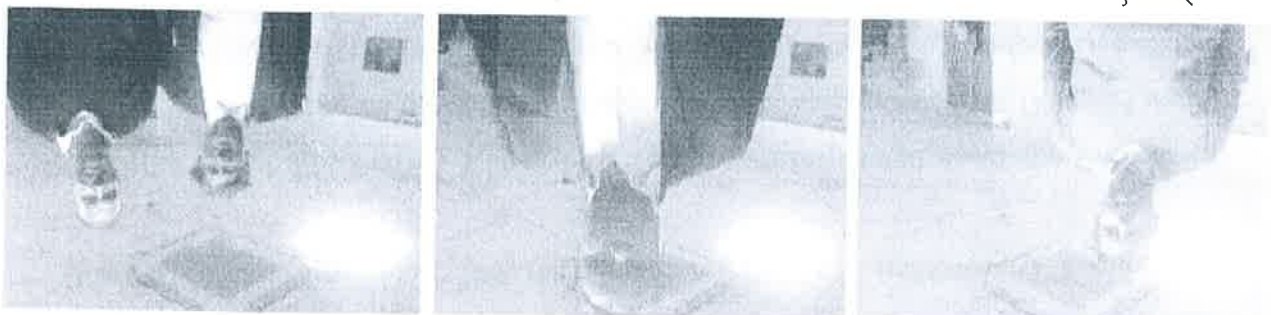
For Gauntlet Propbuild Pvt. Ltd.

FORSYTHIA PROBUILD PVT LTD.

Authorized Signatory

Authorized Signatory

Auth Signatory



पेशकर्ता

दावेदार

गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru Budh Ram Rath!OTHER Forsythia Propbuild Pvt Ltd thru Budh Ram Rath!OTHER Gaumlet Propbuild Pvt Ltd thru Budh Ram Rath!OTHER Gibbon Propbuild Pvt Ltd

दावेदार :- thru Devender Aggarwal!OTHERJMK Holdings Pvt

Ltd

गवाह 1 :- Shri Niwas

गवाह 2 :- Ashok Kumar Sharma

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 7176 आज दिनांक 12-12-2019 को बही नं 1 लिद नं 259 के पृष्ठ नं 180 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 लिद नं 890 के पृष्ठ संख्या 13 से 15 पर लिपिकाई गयी। यह भी प्रमाणित किया जाता है कि इस दरतावेज के परतुनकर्ता और गवाहों ने अपने दरतावेज/निशान अंगूठा और सामने किया है।



दिनांक 12-12-2019

Joint Sub Registrar
Manesar (Gurgaon)

उप/संयुक्त पंजीयन अधिकारी (Manesar)

Road, C.P. New Delhi - 110001(hereinafter referred to as “**Developer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and administrators and assigns) acting through its authorised signatory Mr. Devender Aggarwal, Director, duly authorized *vide* its board resolution dated 11th December 2019, as Party of the **THIRD PART**

(“**Land-Owners**”, “**Emaar**” and “**Developer**” are hereinafter collectively referred to as “**Parties**” and individually referred to as “**Party**”).

WHEREAS:

(A) i) Land Owner-1 is the owner of land admeasuring 0.90 acres falling in revenue estate of Village Naurangpur, Sector 79B, Gurugram, Haryana. (“**Said Land-1**”). The Said Land is more particularly described in **Schedule-I** hereto and delineated in colour red in the map attached as Annexure - I.

ii) Land Owner-2 is the owner of land admeasuring 10.24 acres falling in revenue estate of Village Naurangpur, Sector 79B, Gurugram, Haryana. (“**Said Land-2**”). The Said Land is more particularly described in **Schedule-I** hereto and delineated in colour red in the map attached as Annexure - I.

iii) Land Owner-3 is the owner of land admeasuring 1.34 acres falling in revenue estate of Village Naurangpur, Sector 79B, Gurugram, Haryana. (“**Said Land-3**”). The Said Land is more particularly described in **Schedule-I** hereto and delineated in colour red in the map attached as Annexure - I.

The Said Land -1, Said Land -2 and the Said Land -3 aggregating to 12.4875 acres or thereabout situated at revenue estate of Village Naurangpur, Sector 79B, Gurugram, Haryana are hereinafter collectively referred to as “**Said Land**”.

(B) Land Owners and Emaar were desirous of carrying out development of the Said Land and in furtherance of the same, the Land Owner -1 has granted development rights of its land as shown in Schedule -I to Emaar vide a collaboration agreement

For Emaar MGF Land Limited

Authorized Signatory

For Gibbon Propbuild Pvt. Ltd.

Authorized Signatory

For Gauntlet Propbuild Pvt. Ltd.

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Auth Signatory

Director/Authorized Signatory



dated 20th January 2007 on the terms and conditions contained therein and as amended from time to time and vide the Supplementary Agreement dated 10th June 2013 duly registered under registration No. 6549 dated 10/06/2016 bearing Bahi Sr. No. 1, Jild No. 13042 page No. 39 and Additional copy bearing Bahi Sr. No. 1 Jild No. 2962 page No. from 75 to 76, with the office of Sub-Registrar, Gurgaon.

- (C) Land Owner-2 has granted development rights of its land as shown in Schedule -I to Emaar vide the collaboration agreement dated 20th January 2007 on the terms and conditions contained therein and as amended from time to time and vide the Supplementary Agreement dated 14th May 2013 duly registered vide registration No. 3935 dated 14/05/2013 bearing Bahi Sr. No. 1, Jild No. 13038 page No. 199 and Additional copy bearing Bahi Sr. No. 1 Jild No. 2904 pages from 65 to 66, with the office of Sub-Registrar, Gurgaon.
- (D) Land Owner -3 has granted development rights of its land as shown in Schedule -I to Emaar vide a collaboration agreement dated 20th January 2007 executed by and between Land Owner 3 and Emaar on the terms and conditions contained therein as amended from time to time.

The above-mentioned collaboration agreements including their amendments and supplementary agreements are collectively referred to as “**Emaar Collaboration Agreements**”.

- (E) Land-Owners have a clear title to the Said Land save and except the Emaar Collaboration Agreements entered into with Emaar, the Said Land is free from all Encumbrance, claims, charges, liens, litigations or notifications under the Land Acquisition Act. Further, the Land-Owners have received consideration for their respective land parcels as stated above from Emaar in terms of the afore-stated Emaar Collaboration Agreements.

- (F) Developer has represented that they are engaged in the business of real estate development and are pioneers in development of residential colonies including Affordable Group Housing Colonies in National Capital Region and have strong

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For Gaurav Propbuild Pvt. Ltd.

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financial resources for the same and have been developing many affordable group housing projects across the State of Haryana including several prime locations of Gurugram, Sohna and Karnal under Haryana Government's Affordable Housing Scheme. The Developer has evinced interest to jointly develop an Affordable Housing Project under Deen Dayal Jan Awas Yojna – under Affordable Plotted Housing Policy 2016 upon the Said Land

(G) Given the expertise of the Developer and its representation and assurances regarding the same, the Parties hereto have decided to collaborate with each other to effectively use the resources for planned development and jointly develop the Said Land under Deen Dayal Jan Awas Yojna – Under Affordable Plotted Housing Policy 2016.

(H) And whereas the Developer has conducted an exhaustive due diligence with respect to Said Land, obtained legal advice, made enquiries and has fully satisfied itself in all respects, with regard to the right, title and interest of Emaar and the Land Owners 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 same.

(I) The Said Land is being provided on “as is where is whatever there is” basis and the Developer has agreed to take all necessary action to make it licensable, get license and develop the Said Land under the Deen Dayal Jan Awas Yojna – Under Affordable Plotted Housing Policy 2016 at its own cost and expenses. The Said Land can only be accessed from a proposed 24mt wide road which is within a plotted colony and group housing project known as “Supertech AADRI”. The Developer has represented and assured the Land-Owners and Emaar that Developer shall obtain absolute and permanent permission of access, egress and ingress, unobstructed right of way and passage to the Said Land through the aforesaid 24 mtr. Wide road falling within the plotted colony and group housing project known as “Supertech AADRI”. This will also include getting partition of any of the portions of the Said Land in the revenue records, if required.

(J) Based on the representations and assurances of the Developer, Emaar and the

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For Gauri Propbuild Pvt. Ltd.

Authorized Signatory



Land-Owners have thus agreed to appoint JMK Holdings Private Limited as Developer to develop the Said Land under Deen Dayal Jan AwasYojna - Affordable Housing Policy 2016 on the terms and conditions as set out herein below.

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:

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) **“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;
- (ii) **“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;
- (iii) **“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 / layout plan, sanction, license, 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

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For Emaar MGF Land Limited

For Gibbon Propbuild Pvt. Ltd.

For Gauri Propbuild Pvt. Ltd.

Authorized Signatory

Authorized Signatory



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;

- (iv) **“Emaar Collaboration Agreements”** shall have the meaning ascribed to such term in Recital B;
- (v) **“Joint Development/ Collaboration Rights”** shall refer to the development rights of the Project, as defined hereafter, on the Said Land and shall include *inter alia*, the right, power, entitlement, authority, sanction and permission to do the following, subject to abiding by the terms and conditions of this Agreement:
 - (a) enter upon the Said Land (as provided in this Agreement) for the purpose of jointly developing the Project subject to the Developer complying with conditions as contained in this Agreement;
 - (b) to apply for and obtain Letter of Intent and License for development of affordable Plotted Colony under Deen Dayal Jan AwasYojna- Affordable Plotted Housing Policy 2016 (**“DDJ APH Policy 2016”**) for developing the Said Land as the Project;
 - (c) carry out the infrastructure and development of the Project (as defined herein) in respect of the Said Land;
 - (d) exercise irrevocable marketing, leasing, licensing or sale rights in respect of the Developer’s Share by way of sale or any other manner of transfer or creation of third-party rights therein, have control with respect to the pricing of the said Developer’s Share, to be developed and constructed on the Said Land and enter into agreements with such transferees as it deems fit and on such marketing, leasing, licensing or sale, to receive the full and complete proceeds and give receipts and hand over ownership, possession, use or occupation of the Developer’s Share and

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Buac

Authorized Signatory

Director/Authorized Signatory



proportionate undivided interest in the land underneath i.e. the Said Land;

- (e) to apply for and obtain from the relevant authorities including the Real Estate Regulatory Authority, all approvals, permissions as may be required for development, construction, sale and marketing of the Project as per Applicable Laws;
- (f) 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;
- (g) make applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewerages, storm water drains, recreation garden, boundary walls, electrical sub-stations and all other common areas and facilities for the Project to be developed on the Said Land as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Parties deems fit;
- (h) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Project necessary for the development of the Project on the Said Land;
- (i) to launch the Project for sale of the Developer's Share in such phases in accordance with the applicable laws;

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For JMK Holdings Private Limited
Director/Authorized Signatory



- (j) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Joint Development Rights and in connection with all the marketing or sale of the Developer's Share to be developed on the Said Land and appear before the jurisdictional Sub Registrar towards registration of the documents at Developer's cost and expenses, as envisaged herein;
- (k) manage the Said Land and the property and facilities/ common areas constructed upon the Said Land as may be required under the Haryana Apartment Ownership Act, 1983 or any other Applicable Laws and/or rules made there under and / or to transfer/ assign right to maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;
- (l) demarcate the common areas and facilities, and the limited common areas and facilities in the Project as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the Haryana Apartment Ownership Act, 1983 with the competent authority including the Deed of Declaration; and
- (vi) **"DGTCP"** shall mean the Director General Town and Country Planning, Haryana;
- (vii) **"Developers Share"**: shall have the meaning ascribed to such term in Article 4.
- (viii) **"Emaar's Share"**: shall have the meaning ascribed to such term in Article 4.
- (ix) **"Effective Date"**, shall mean the date of execution of this Agreement;
- (x) **"Encumbrances"** means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, title defect, title retention agreement, lien, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction on use, transfer, receipt of income

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 12/07/17
 Auth Signatory

For JMK Holdings Private Limited
 Director/Authorized Signatory

For Emaar MGF Land Limited
 Authorized Signatory

For Gibbon Propbuild Pvt. Ltd.
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 Authorized Signatory

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or exercise of any other attribute of ownership or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

- (xi) **“Governmental Authority”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making 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;
- (xii) **“License”** shall mean the license issued by DTCP under **DDJ APH Policy 2016** for development of Project on the Said Land;
- (xiii) **“Marketing”** (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Parties for sale of Developer’s Share in the Project, fixation of price, and the allotment, sale or any other method of disposal, transfer or alienation, of the Developer’s Share and the receipt and acceptance by Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
- (xiv) **“Project”** shall mean the development of the Said Land under DDJ APH POLICY 2016 after obtaining the License, approvals, NOCs and permissions including but not limited to permission of usage of the egress and ingress, way, path, passage. to access the Said Land through the proposed 24 mtr wide road falling within the plotted colony and group housing project known as “Supertech AADRI”, construction of other structures, amenities, buildings, open spaces, other structures, amenities, parking spaces, landscaping, developments etc. as may be deemed fit by the Parties in compliance with DDJ APH POLICY 2016 and Applicable Law;
- (xv) **“Saleable Area”** shall mean the residential plots, commercial development and other saleable areas including common facilities

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Bhaskar

For M/s. Gountlet Propbuild Pvt. Ltd.
Director/Authorized Signatory



developed in the Project for sale as per the **DDJ APH Policy 2016** to the prospective buyers;

(xvi) “**Said Land**” shall have the meaning ascribed to such term in Recital A;

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;

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Director/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);

FORSYTHA PROBUILD PVT. LTD.
Auth Signatory

For Gibbon Propbuild Pvt. Ltd.
Director/Authorized Signatory

For Emaar MGF Land Limited

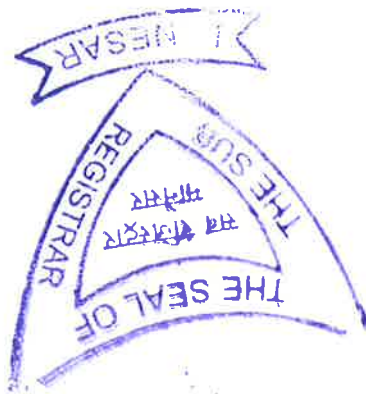
For Gibbon Propbuild Pvt. Ltd.

For Gauntlet Propbuild Pvt. Ltd.

Authorized Signatory

Authorized Signatory

Authorized Signatory



- (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.

1.3. Purpose

1.3.1 This Agreement is to set forth the terms and conditions with respect to joint development of Said Land and grant of the Joint Development Rights of the Said Land in favour of the Developer, the nature of the Project to be developed and the rights and obligations of the Parties towards the development, construction and sale of Saleable Area in the Project.

1.3.2 The Land Owners and Emaar agree that they shall from time to time execute all such further documents also and assist Developer as may be reasonably required to effectively carry on the full intent and meaning of this Agreement and in order to complete the transactions and development contemplated hereunder in a time bound manner.

ARTICLE 2

GRANT OF JOINT DEVELOPMENT RIGHTS

2.1 On and from the Effective Date and in terms of this Agreement and simultaneously with Developer paying the Interest-free refundable Security Deposit in terms hereof, the Land Owners and Emaar shall grant Joint Development Rights in favour of the Developer to develop the Said Land, and the Developer accepts from the Land Owners and Emaar, the Joint Development Rights to undertake the development and construction of the Project over the Said Land, subject to Developer abiding by the terms and conditions as contained

For Emaar MGF Land Limited

For Gibbon Propbuild Pvt. Ltd.

For Gauntlet Propbuild Pvt. Ltd.

Authorized Signatory

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herein under this Agreement.

- 2.2 It is hereby agreed that since Developer holds considerable expertise in the development of Affordable Group Housing Projects and in view of the representations and assurances made by Developer, Developer shall be considered to be the main developer who shall be responsible for the development of the Said Land and compliance of all applicable laws including Real Estate (Regulation and Development) Act 2016 (the RERA Act) read with Haryana Real Estate (Regulation and Development) Rules, 2017 (the HRERA Rules), Haryana Development & Regulation of Urban Areas Act, 1975, and the rules framed there under and DDJ APH POLICY 2016, i.e. Affordable Plotted Housing Policy 2016 including obtaining requisite permissions for having free, unobstructed and unhindered access, egress and ingress to the Said Land through the plotted colony and group housing project known as "Supertech AADRI". The Developer shall be deemed to be the "Promoter" for the purposes of RERA and Haryana Apartment Ownership Act.
- 2.3 It is hereby agreed that the Developer shall apply and procure all approvals and License on the Said Land under **DDJ APH Policy 2016** not later than 9 months from the execution of this Agreement.
- 2.4 Subject to the terms set out herein this Agreement, the Land Owner and/ or Emaar shall execute Special Power of Attorney (SPA) in favour of the Developer simultaneous to execution of this Agreement for only purpose of procuring License from Competent Authority(ies).

ARTICLE 3

CONSTRUCTION AND JOINT DEVELOPMENT OF THE PROJECT, APPROVALS, MARKETING AND SALES

3.1 RIGHT TO ENTER ON THE SAID LAND

- a. Simultaneously upon execution and registration of this Agreement, the Land Owners and Emaar shall execute a Special Power of Attorney (SPA) in favour of the Developer for the purpose of entering upon the Said Land as licensee for

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surveying the same, preparing layout plans, preparing and making applications for grant of license, approvals, renewals, extensions thereof from competent authorities only as per Applicable Laws.

- b. Upon grant of License/ approval of layout plans as permitted under law, and earmarking of Emaar's share, the Developer shall have right to enter upon the Said Land, directly or through its architects, consultants, representatives, contractors to do all such acts and deeds required and/or necessary for exercising the Joint Development Rights and for the implementation and development of the Project on the Said Land.
- c. It is hereby agreed that Developer shall get the building plan/ layout plan of the Project approved as mentioned under the DDJ APH POLICY 2016. .
- d. **General Power of Attorney**– Subject to the terms set out herein, the Land Owner and Emaar, shall execute and register, an irrevocable General Power of Attorney ("GPA") in favour of the Developer, the draft of which is annexed herewith as Annexure -II, only upon the receipt of license and allocation and earmarking by way of a Supplementary Agreement of Emaar' Share, to enable Developer to sell the Developer's Share in terms of this Agreement.
- e. It is agreed by the Parties that Emaar shall be entitled to join and combine other land parcels/abutting land parcels adjoining the Said Land (hereinafter referred to as **Additional Land Parcel**) with the Project and the Developer shall provide unobstructed passage, roads, pathways, access, egress and ingress to the Additional Land Parcel as required by Emaar. The Developer also agrees and undertakes to sign and execute all necessary documents, applications, representations, NOCs, etc., as may be required by Emaar and /or Land Owner for procuring approvals from Governmental / Appropriate Authorities with respect to development and construction of the Additional Land Parcel. Emaar shall be solely responsible for obtaining all necessary approvals, permissions, licenses, etc., for development of Additional Land Parcel at its own cost and expenses .

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f. Emaar hereby grants the Developer right of first refusal on development of the Additional Land Parcel in accordance with the terms below (Right of First Refusal):

- i. In the event Emaar wishes to combine Additional Land parcel with the Project, then Emaar shall send its offer to the Developer to collaborate with Emaar for development of the Additional Land Parcel on the terms and conditions as contained as may be set out by Emaar. The Developer shall, within 15 (fifteen) days from the receipt of the offer from Emaar, either accept the offer made by Emaar or reject the same. In the event the Developer delays or fails to reply to the offer made within the aforesaid specified timeline i.e. 15 (fifteen) days from the receipt of the offer, then the offer made shall be deemed to have been rejected and no right shall subsist with the Developer in this regard.
- ii. In the event the Developer exercises its Right of First Refusal and accepts the offer of Emaar, the Developer shall be bound by all the terms set out in the Offer and shall execute a separate contract for development of the Additional Land Parcel within 7 days of acceptance of the offer made by Emaar. In the event the Developer fails to enter into the aforesaid contract, then, Emaar shall be free to enter into contract/ agreement with any third party of its choice without any reference or recourse to the Developer.

3.2 **Development and Construction** –

a. The Parties agree that Developer shall develop the Project and Emaar shall, as and when, required by the Developer, assist the Developer, in the following in relation to the Project:

1. Advise on project designing and hiring of consultants;
2. Project feasibility study;
3. Layout plan designing as per current norms;
4. Site survey;
5. Mapping/zoning of Said Land;

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6. Obtaining land acquisition officer's report on government acquisition status of the Said Land.

The above-mentioned assistance along with infrastructure development, if any, shall be provided to the Developer by Emaar on specific request of the Developer subject to Developer being in due compliance with the terms of this Agreement. The Parties herein agree that all costs and expenses with respect to assistance provided by Emaar shall be to the account of Developer.

- b. The Project shall be developed and constructed by Developer at its own costs and expenses. The Project shall be implemented/ developed and driven by Developer. The quality, cost, design, layout, aesthetics, landscaping, architecture, implementation etc. of the Project shall be at the sole discretion and expertise of Developer and the quality and standard of the allocated area of Emaar (i.e. Emaar's Share) shall be equivalent to that of the Developer.
- c. Developer shall, after considering inputs from Emaar, if required, be hereby solely entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons of developer choice to carry out the development work and to pay the wages, remuneration and salary of such persons at the sole responsibility of Developer.
- d. Developer shall after procuring Completion / Occupation Certificate of the Project from appropriate authority deliver and handover the possession of the Emaar's Share in the Saleable Area to Emaar as per terms defined herein this Agreement.
- e. Developer shall be entitled to construct amenities on the Said Land such as club, retails shops and other general facilities in accordance with the license conditions and approvals and sanctions etc. for the Said Land and shall be responsible for compliance of all other obligations of the license.

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3.3 Approvals and Compliance

3.3.1 Developer shall be responsible for procuring all necessary approvals, licenses, NOCs, permissions, sanctions, etc., including but not limited to free unobstructed and unhindered access, egress and ingress to the Said Land through the plotted colony and group housing project known as "Supertech AADRI" for construction and development of the Project on the Said Land at its own cost and expenses. The Land Owners and Emaar shall provide all necessary assistance and documents and information as are required by Developer for obtaining, renewing or modifying the Approvals in a time bound manner. The Land Owners and Emaar agree to act in good earnest manner and take all possible steps and measures to implement the process of obtaining the Approvals however the responsibility and onus of procuring the same shall lie solely with Developer at its own cost. It is agreed between the Parties that Developer shall commence the development and construction of the Project over the Said Land only upon acquiring the requisite Approvals, permissions, certificates, NOCs. etc. from the competent authority(ies).

3.3.2 Developer shall be solely responsible for procuring all approvals under the RERA Act and 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 regulation over the Said Land. The Land Owners and/or Emaar shall in no circumstance be held responsible for any non-compliance, omission and commission or any violation of the provisions as contained in the RERA Act and the HRERA rules framed thereunder, Haryana Development & Regulation of Urban Areas Act, 1975 and other Applicable Laws. It is made clear that any proceedings instituted by any party(ies) against the Land Owners and/or 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.

3.3.3 It is hereby agreed that Developer shall be solely responsible and liable for ensuring compliances with the DDJ APH POLICY 2016 and allied laws. It is

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agreed that the Land Owners/ Emaar shall not be held liable for any claim or action or any non-compliance of DDJ APH POLICY 2016 under any circumstances. It is clarified that in the event the Land Owners and/or Emaar is confronted with a claim of any nature, on account of such breach of DDJ APH POLICY 2016, then Developer shall forthwith make good the loss to the Land Owners and/or Emaar such sums so as to enable the Land Owners/ Emaar to meet the said claim including any legal fees that the Land Owners and /or 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 of the terms and conditions of this Agreement by Developer and upon the grant of GPA, the Parties agree that Developer shall have the right/ entitlement of marketing of the Developer's Share in the Saleable Area (i.e. Developers Share) in the Project in terms of this Agreement. Emaar shall have the exclusive right/ entitlement of selling of the Emaar's Share in the Saleable Area (i.e. Emaar's Share) in the Project in terms of this Agreement. To enable Emaar to sell/ transfer / dispose off the Emaar's Share, the Developer shall issue a necessary Power of Attorney in favour of Emaar or its nominees to sign and execute the sale/ transfer documents. The Parties agree that Developer will take all decisions regarding the Marketing, branding, pricing, sales, product mix and all other decisions pertaining to the Developers' Share.

3.4.2 The Project shall be promoted under the brand name of the Developer and the logos of the Developer shall appear in the Marketing and sales collateral. It is agreed between the Parties, that the Developer shall not use the brand name or logo of Emaar in any manner whatsoever.

3.4.3 Subject to due compliance with the terms and conditions of this Agreement and Applicable Law by Developer, the Developer shall be entitled to launch and sell / transfer / lease the Developer's Share in the Project in such phases as it may deems fit and appropriate.

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3.4.4 Developer shall have the 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 / final allotment letters, apartment / unit buyer agreements, sale / conveyance deeds / lease deeds, maintenance agreements and others as Developer may consider appropriate in respect of the Developer's Share. Developer shall be free to negotiate and finalize the terms of all such sales, leases and licenses with the end purchasers of the Developer's Share.

3.4.5 Since the exclusive right/ entitlement of marketing of the Saleable Area of the Project vests solely with Developer and due to the fact that Developer specialises in the development and construction of Affordable Group Housing Colonies, it is agreed that all obligations and compliances with regard to the RERA Act and the HRERA Rules shall be at the sole responsibility of Developer. It is clarified that Emaar and/or the Land Owners shall in no way be held responsible for any liability arising under the RERA Act and the HRERA Rules including any actions from the prospective allottees of the Project.

3.5 MORTGAGE

The Developer shall be entitled to create mortgage/ charge on the receivable of the Developer's Share only. No mortgage or charge or lien or any encumbrances shall be made against the Said Land by the Developer.

Notwithstanding the above, Emaar and the Land Owners shall not incur any monetary liability to discharge any debt contracted by the Developer by creation of charge/mortgage on the receivable of the Developer's Share. Developer shall at all times keep the Land Owners 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. The Developer agrees and undertakes that any mortgage deed/ security documents creating charge as provided above on the Developer's receivables only shall clearly set out that Emaar and or the Land Owners shall not have any obligations and/or liabilities to repay any loan, facilities availed and/or interest thereon, costs,

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penalties, etc., under such mortgage deed/ charge creation document. The Developer shall incorporate such terms in the mortgage/loan documents with borrowers/financial institution to this effect that Emaar and/or Land Owners shall not be responsible and liable to repay any sum towards such loan/facility/mortgage/charge or interest 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 Land Owners 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), counsel/advocates fees etc., including repayment of any loan, facility availed and/or interest thereon.

ARTICLE 4

EMAAR'S AND DEVELOPER'S SHARE

4.1 In consideration for this Agreement of the grant of the Joint Development Rights by the Land Owners and Emaar to the Developer, and the Developer undertaking the Project under the terms of this Agreement, it has been agreed between the Parties that Emaar shall be entitled to the following Emaar Share:

- a) 47.5% of the Saleable Area in the Project (along with Occupation/ Completion certificate) to be received within 18 months from the date of the License in favour of Emaar. The Developer shall, upon sanction of the layout plans and registration of the Project under RERA, issue allotment letters in respect of the said 47.5% of the Saleable Area in favour of Emaar.

(hereinafter referred as "**Emaar's Share**")

- b) Balance 52.5 % of the Saleable Area will be that of the Developer (hereinafter referred to as "**Developer's Share**").
- c) Upon handing over of Emaar's Share of Saleable Area by the Developer to Emaar, EDC/ IDC calculated on the Emaar's Share shall be reduced by a lumpsum amount of Rs. 3.10 crore and balance amount shall be payable to the Developer by Emaar within 12 months from the date of handover of the

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Emaar's Share or upon sale of the Emaar's Share by Emaar to third parties, whichever is earlier.

- d) Simultaneously to the execution of this Agreement the Developer has paid vide cheque No. 937232 for an amount of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs) and Cheque No. 937233 for an amount of Rs. 1,62,25,000/- (Rupees One Crore Sixty Two Lakh Twenty Thousand only) both dated 11.12.2019 and drawn on Yes Bank, Connaught Place, New Delhi aggregating to Rs. 3.12,25,000/- (Rupees Three Crores Twelve Lakh Twenty Five Thousand only), subject to the cheques being honoured by the bank, in favour of Emaar, the receipt of cheque instruments is acknowledged by Emaar.
- e) The Refundable Security Deposit shall be refunded after expiry of 12 months from the date of complete handover of Emaar's share or upon sale of all the plots of Emaar's Share to third parties, whichever is earlier.

4.2 The Parties agree to bear GST in equal proportion as applicable relation to this Agreement. That the GST cost shall be shared between the parties after taking into account all adjustments and its input credit / benefits available to the Developer under the GST laws and rules made thereunder.

4.3 The Emaar have already made certain payments towards the obtaining licenses. In case the Developer gets any credits, benefits, etc. of the same from the Government Authority, then the amount shall be reimbursed to Emaar within 7 days of the credit being received by the Developer.

4.4 In the event any taxes, charges, impositions, levies and duties and other Government levied tax etc. are imposed and/or become payable in relation to this Agreement, the same shall be borne and paid by Developer. The Developer shall be liable and responsible for payment of all property, land related taxes and dues arising after the execution of this Agreement. However, the Land Owners shall be responsible for all property and land related taxes and government dues arising from the period prior to execution of this Agreement.

4.5 It agreed between the Parties that the Developer shall not be entitled to sell/

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transfer/ dispose of more than 50% of the Developers Share until the Developer has handed over 50% of Emaar's Share to Emaar or have deposited 30% of the sale proceeds of initial 50% of Development Share in a joint escrow account. If the Developer chooses to deposit 30% of the sale proceeds of the initial 50% of Developers Share in the joint escrow account then the Developer shall seek a written permission from Emaar for selling balance 50% of Developer's Share and Emaar shall issue such permission on the conditions that the Developer shall continue to deposit 30% of the sale proceeds arising out of balance 50% of Developer's Share in a joint escrow account as a collateral security towards an assurance of handing over of balance 50% of Emaar's Share to Emaar.

- 4.6 The Developer shall be entitled to release of the collateral security deposited with the Escrow Agent subsequent to delivery and handing over the entire Emaar's share with Completion certificate to Emaar.
- 4.7 No amount of collateral security shall be released in case Developer fails to develop and hand over Emaar's Share. In the event the Developer fails to hand over the Emaar's Share on expiry of 18 months from the date of the License then the collateral security deposited with Escrow Agent shall automatically be released to Emaar upon instructions of Emaar and without any further reference to the Developer. Further, Emaar shall have complete right to step in and complete the development and construction of Emaar's Share and obtain completion certificate / part completion certificate at the cost and expense of the Developer.

- 4.8 In the event Emaar is unable to take possession of Emaar's Share due to any reason, no holding, maintenance charges or any other charges, costs etc. by whatever name called, shall be payable by Emaar on Emaar's Share for initial period of 12 months from the date of offer of handing over of the Emaar's Share to Emaar. Whenever maintenance charges are levied upon the Emaar's Share, then such maintenance charges shall not exceed the lowest maintenance charges charged by the Developer to any third-party purchaser in relation to the Developer's Share.

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- 4.9 All costs, expenses and fees with respect to the Escrow Account payable to Escrow Agent shall be borne by the Developer alone.
- 4.10 It is further agreed by the Parties hereto that in the event the Developer delivers Emaar's Share with Completion Certificate as set out in this Agreement, then the collateral security shall be released to the Developer upon instructions of Emaar after deduction of expenses and fees by the Escrow Agent.

ARTICLE 5

EVENTS OF DEFAULT AND CONSEQUENCES

5.1. The Developer shall be considered to be in default on happening or occurrence of any or all of the following events:

- i) Developer's failure to procure license within 9 (nine) months from the date of execution of this Agreement;
- ii) Termination of this Agreement by Developer before obtaining the license for any reason whatsoever;
- iii) Failure or delay to develop the Emaar's Share or fulfill the obligation as set out herein this Agreement towards Emaar's Share or as set out in Article 4 above;
- iv) Failure or delay in hand over of the Emaar's Share;
- v) Breach of any or all of the obligations of the Developer as set out herein this Agreement.

5.2 a) Upon occurrence of the event of default as stated in Article 5 (i) and (ii) Emaar shall give a notice in writing of 30 days to the Developer to rectify and cure the default. In the event, despite the said written notice of termination, the Developer fails to rectify and cure the default within fifteen days, then this Agreement shall automatically stand terminated and the refundable interest free security deposit shall stand forfeited by Emaar. Further Emaar/ Land Owners shall be free to deal with the said land in any manner as they may deem fit. Upon termination, the Developer shall have no right or claim whatsoever on the said land or any sum paid by the Developer to Emaar / Land Owners under this Agreement.

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- b) Upon occurrence of the event of default as stated in Article 5 (iii) and (iv), then Emaar shall give 90 days notice in writing to the Developer to rectify and cure the default and upon failure of the Developer to cure the default within 30 days from the expiry of the notice period then the Developer shall be liable to pay to Emaar an interest @15% per annum on the average sale price per sq. yard multiplied by Emaar's Share. Average Sale Price per sq. yard shall be the average price achieved by the Developer on the total sales made by the Developer on the Project/ Developer's Share or the prevailing circle rate, whichever is higher, with effect from date of the notice issued by Emaar.
- c) Upon occurrence of event of default as stated in Article 5 (v), then Emaar shall have complete right to step in and complete the development and construction of Emaar's Share and obtain completion certificate / part completion certificate at the cost and expense of the Developer.

ARTICLE 6

MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS

It is agreed by and between the parties that the Land Owner and Emaar shall have the following obligations, including the other conditions specified in the rest part of the Agreement, which shall be performed by Emaar/ Land Owner its own cost and expenses:

- (a) The Parties agree that Developer shall be entitled to develop and construct the Project on the Said Land strictly in accordance with the Licence conditions, building plans/ layout plans, approvals and sanctions etc. for the Project and in terms of this Agreement.
- (b) Subject to due compliance of the terms and conditions of this Agreement and Applicable Laws by Developer, the Land Owners and Emaar shall extend 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 Developer as may be reasonably required by Developer from time to time for the purpose of carrying out the transactions contemplated hereby. The Land Owners and Emaar further agree to execute, as may be required by Developer

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from time to time, all applications, affidavits, plans or other documents, as may be required by Developer and shall also extend all cooperation and assistance for the development, completion and disposal of the Project. The Land Owners and Emaar shall furnish all such relevant information in respect of the Said Land, as Developer may request from time to time. This is, however, subject to the fact that such information is required solely for the purpose of performance of this Agreement.

- (c) The Land Owners and Emaar have further stated & represented that the Said Land is free from all charges, encumbrances, liens, mortgage, etc. Developer has also done its due diligence with regard to the status/title of the Said Land and after being fully satisfied, the Developer has agreed to take all necessary action to make it licensable, get license and develop the Said Land under the existing policy at its own cost and expenses. This will also include the partition of any of the portions of the Said Land, if required.
- (d) It is agreed that in terms of the Applicable Laws and Developer having the marketing rights to make sales/booking etc., Developer shall be solely responsible for all RERA Act and the HRERA Rules related compliance qua the Project, the Said Land, govt. authorities as well as buyer(s).
- (e) The Land Owners and 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, the Said Land or the Project.
- (f) Subject to due compliance of the terms and conditions of this Agreement, the Land Owners shall ensure that during the subsistence of this Agreement, no person, acting under/through it or acting under/ through Land Owners or 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

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by Developer or (ii) whereby the grant and transfer 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, neither the Land Owners or 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 respect of the Said Land or the Project except as may be specifically provided herein except where such attendance is required by law. In performance of their duties and exercise of their rights, powers and authorities under this Agreement, the Land Owners and Emaar shall not in any manner whatsoever do any act, deed or thing that is detrimental to or against the interests of Developer provided Developer is in due compliance of this Agreement.

- (g) As per the terms and conditions of this Agreement, 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 or incurred by Developer in terms of this Agreement, and (iii) signing all letters, applications, documents, court proceedings, affidavits, and such other papers as may be required from time to time for the purpose of development of the Said Land in terms of this Agreement.

- (h) 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 Act 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.

- (i) In the event the Land Owners and/or 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 7 days of receipt of the said communication, correspondence, notice, demand, share it with Developer.

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- (j) The Parties undertake and confirm 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.
- (k) Each Party 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 and the General Power of Attorney.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1. Each of the Parties hereby represents, warrants and undertakes to the other Party that:

7.1.1. 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, and consents, contemplated hereunder or pursuant hereto (the “**Other Documents**”).

7.1.2. The execution and delivery of this Agreement and Other Documents and the performance of the transaction contemplated herein and under Other Documents 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 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;

7.1.3. Each Party represents that there exists no event, act, omission, notice, claim, dispute, proceeding, and/or litigation which may result in or lead to bankruptcy, liquidation, and/or insolvency proceedings or event leading to the same.

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liquidation, insolvency of the Party. Each Party 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 7 (Seven) days of obtaining such knowledge. Further, each Party represents that it shall do all such acts as are necessary to avoid bankruptcy, liquidation, and/or winding up of the Party.

7.1.4. 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.

7.2. The Land Owners and Emaar, jointly and severally, represent and warrant to Developer that:

7.2.1. The execution and performance of this Agreement, General Power of Attorney and Other Documents shall not violate, conflict with or result in a breach of or default under Applicable Laws or any of the constitutional documents of Land Owners/ Emaar or any term / condition of any Applicable Law.

7.2.2. All information in relation to the transactions contemplated herein for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to Developer and as on date continues to be, true, complete and accurate in all respects and not misleading in any manner.

7.2.3. There is no restriction, reservation, impediment or any other implication which may prevent construction development of the Project by Developer as envisaged in this Agreement.

7.2.4. The Land Owners or Emaar have 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 except as disclosed herein this Agreement.

FORSYTHA PROBUILD PVT. LTD.
Auth Signatory

For Emaar MGF Land Limited

Authorized Signatory

For Gibbon Propbuild Pvt. Ltd.

Authorized Signatory

For Gauntlet Propbuild Pvt. Ltd.

Authorized Signatory

For JMK Holdings Private Limited
Director/Authorized Signatory



7.2.5. There are no pending litigation pertaining to the Said Land as on the date of this Agreement.

7.3. Developer represents and warrants to Land Owners and Emaar:

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

7.3.2. 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;

7.3.3. The execution and performance of this Agreement will not violate, conflict with, or result in a breach of or default under Law or any of its constitutional documents;

7.3.4. Developer shall be responsible for its obligations and covenants set out in this Agreement and shall discharge the same diligently and in a timely manner;

7.3.5. Developer shall perform its obligations in accordance with the terms of this Agreement and shall ensure compliance with all applicable Laws and regulations including the RERA Act, the HRERA Rules and DDJ APH POLICY 2016 in the performance of its obligations under this Agreement and thereafter.

7.3.6. 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.

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

For Gibbon Propbuild Pvt. Ltd.

For Gauntlet Propbuild Pvt. Ltd.

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Authorized Signatory 30



terms of any other representation or warranty.

- 7.5. Each Party 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 Parties herein, to become untrue or inaccurate or misleading, at any point of time.
- 7.6. For the avoidance of doubt, the representations and warranties mentioned in Article 7 shall continue to be in force and effect till the completion of the Project and shall survive thereafter.
- 7.7. It is hereby agreed that Developer shall be solely responsible and liable for all claims, actions, litigations and liabilities of any kind arising on or with respect to the Said Land/Project post the execution of this Agreement. It is hereby agreed that the operation of this clause shall survive the termination of this Agreement.

ARTICLE 8 INDEMNITY

- 8.1 Without prejudice to the rights of the Land Owners and/or Emaar under any other provision of this Agreement or any other remedy available to them under Applicable Law or equity, Developer shall keep indemnified, defend and hold harmless the Land Owners and Emaar including its directors, officers, employees and agents against any and all losses, expenses, demands, claims, costs, damages, fines, penalties, legal costs, etc. suffered, arising out of, or which may arise in connection with this Agreement.
- 8.2 It is agreed and understood that for all purposes, Developer shall be promoter of the Project, in terms of the definition of RERA Act and HRERA Rules. Further, Developer undertakes to indemnify and keep fully indemnified Emaar/Land Owners their respective directors, employees, officers, etc. from and against any losses, damage, costs or expenses which may be suffered or incurred by Emaar/Land Owners as a result of any misconduct, misrepresentation, neglect, default or breach of the RERA Act and HRERA Rules, by Developer including but not limited to

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For JMK Holdings Private Limited

Director/Authorized Signatory



their Directors/Partners and/or its employees. It is clarified that in the event the Land Owners/ Emaar is/are confronted with a claim, of any nature, on account of such breach of the RERA Act or HRERA Rules or any other law in force, Developer shall forthwith make good the loss to the Land Owners/ Emaar such sums so as to enable the Land Owners/ Emaar to meet the said claim including any reasonable legal fees that the Land Owners/ Emaar may incur in defending the said claim.

- 8.3 Subject to the limitations as set out in this Article 8, the Land Owners and/or Emaar shall indemnify the Developer against any and all direct damages suffered or incurred by the Developer arising out of, or which may arise in connection with any defect in the title of the Said Land subject to maximum limit being the cost of land as per circle rate per sq. yard prescribed by the government authorities as on the date of this Agreement.

ARTICLE 9

GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 This Agreement shall be governed by, and construed in accordance with, laws of India.
- 9.2 In the case of any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute or claim amicably through discussions between senior executives or representatives of the disputing Parties.
- 9.3 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.

- 9.4 The venue of arbitration shall be at Gurugram, Haryana and the language of the arbitration proceedings shall be English. *For Gauntlet Propbuild Pvt. Ltd.*

For Emaar MGF Land Limited *For Gibbon Propbuild Pvt. Ltd.*

Authorized Signatory

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Authorized Signatory

For JMK Holdings Private Limited
Director/Authorized Signatory
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- 9.5 The arbitral tribunal shall be presided by a Sole Arbitrator to be nominated by Emaar and the Developer jointly.
- 9.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 9.7 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.
- 9.8 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.
- 9.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.

ARTICLE 10

NOTICES

- 10.1 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 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 Land Owners and/or Emaar**

Registered 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

For JMK Holdings Private Limited

Director/Authorized Signatory

For Gauntlet Propbuild Pvt. Ltd.

Authorized Signatory

For Gibbon Propbuild Pvt. Ltd.

Authorized Signatory

For Emaar MGF Land Limited

Authorized Signatory



Attn: Company Secretary

E-mail: Bharat.Garg@emaar-india.com;

company.secretary@emaarmgf.com

(b) **If to Developer, i.e.**

Address: 1302, 13th Floor, Dr. Gopal Das Bahwan,
28 Barakhamba Road, New Delhi-110001

Telephone No: +91 11 49821700

Attn: Mr Ravi Aggarwal

E-mail: ravi@signatureglobal.in

ARTICLE 11
CONFIDENTIALITY

11.1 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;

For Emaar MGF Land Limited

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For Gibbon Propbuild Pvt. Ltd.

Authorized Signatory

Authorized Signatory



- (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 General Power of Attorney 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.

ARTICLE 12

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 any Party unless such variation

For Emaar MGF Land Limited

For Gibbon Propbuild Pvt. Ltd. For Gauntlet Propbuild Pvt. Ltd.

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is in writing and signed by each Party.

c. Supersede

This Agreement supersedes all prior agreement(s) / contract(s) / understanding(s) between the Parties.

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 ensure 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/substitute any of the rights and benefits arising out of this Agreement to any third party or group / holding / subsidiary entity.

f. Further Acts

Each Party 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, each Party will use all reasonable endeavors to obtain such approvals.

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 Gauntlet Propbuild Pvt. Ltd.**

For Gibbon Propbuild Pvt. Ltd.

For JMK Holdings Private Limited

Director/Authorized Signatory

For Emaar MGF Land Limited

Authorized Signatory

Authorized Signatory

Authorized Signatory



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 7 (Representations and Warranties), Article 8 (Indemnification), Article 9 (Governing Law and Dispute Resolution), Article 10 (Notice), and Article 11 (Confidentiality) 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 Laws, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages 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 without limitation the recovery of damages from the defaulting party.

FORSYTHA PROBUILD PVT LTD

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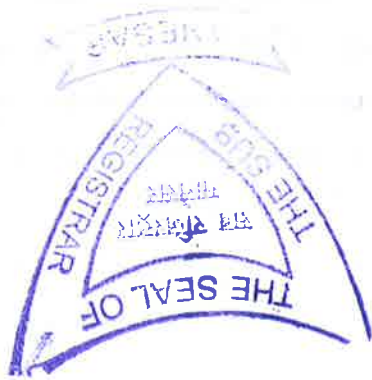
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Authorized Signatory

Authorized Signatory

For JMK Holdings Private Limited


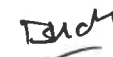


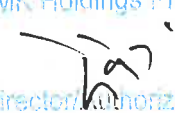
Director/Authorized Signatory





k. Stamp Duty and Registration

The stamp duty, registration fee and out of pocket expenses, if any, applicable on this Agreement, Special Power of Attorney, General Power of Attorney and all other Documents shall be borne and paid by Developer.

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

Forsythia Propbuild Private Limited <i>FORSYTHIA PROBUILD PVT. LTD.</i>  Auth. Signatory Authorised Signatory: Name: Mr. Budh Ram Rathi	Gauntlet Propbuild Private Limited <i>For Gauntlet Propbuild Pvt. Ltd.</i>  Authorised Signatory Authorised Signatory: Name: Mr. Budh Ram Rathi
Gibbon Propbuild Private Limited <i>For Gibbon Propbuild Pvt. Ltd.</i>  Authorised Signatory Authorised Signatory: Name: Mr. Budh Ram Rathi	Emaar MGF Land Limited <i>For Emaar MGF Land Limited</i>  Authorised Signatory Authorised Signatory: Name: Mr. Mohit Agarwal
JMK Holdings Private Ltd <i>For JMK Holdings Private Limited</i>  Director/Authorized Signatory Authorised Signatory: Name: Mr,Devender Aggarwal	

In the presence of

Witness  SHRI NIWAS (Advocate) Distt. Court Gurugram Mob. : 9616334885	Witness  Ashok Kumar Sharma Advocate Distt. Court, Gurgaon Reg. No. 3403
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Schedule - I

Land Schedule

Village	Sector	Rectangle No.	Revenue No.	Revenue Extn. No	Kanal	Marla	Total Marla	Area in Acres
Naurangpur	Sector-79B	55	15	2	7	4	144	0.90
Naurangpur	Sector-79B	55	16	2	6	8	128	0.80
Naurangpur	Sector-79B	55	17	2	4	0	80	0.50
Naurangpur	Sector-79B	55	24	0	8	0	160	1.00
Naurangpur	Sector-79B	55	25	0	8	0	160	1.00
Naurangpur	Sector-79B	71	3	0	8	0	160	1.00
Naurangpur	Sector-79B	71	4	1	6	16	136	0.85
Naurangpur	Sector-79B	71	4	2	1	4	24	0.15
Naurangpur	Sector-79B	71	5	0	8	0	160	1.00
Naurangpur	Sector-79B	71	6	0	8	0	160	1.00
Naurangpur	Sector-79B	71	7	0	8	0	160	1.00
Naurangpur	Sector-79B	71	8	0	8	0	160	1.00
Naurangpur	Sector-79B	71	13	0	7	11	151	0.94
Naurangpur	Sector-79B	71	14	0	7	11	151	0.94
Naurangpur	Sector-79B	71	15	1	3	4	64	0.40
							Total	12.49

For Gibbon Propbuild Pvt. Ltd.

For Emaar MGF Land Limited

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For Gauntlet Propbuild Pvt. Ltd.

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FORSYTHIA PROBUILD PVT, LTD

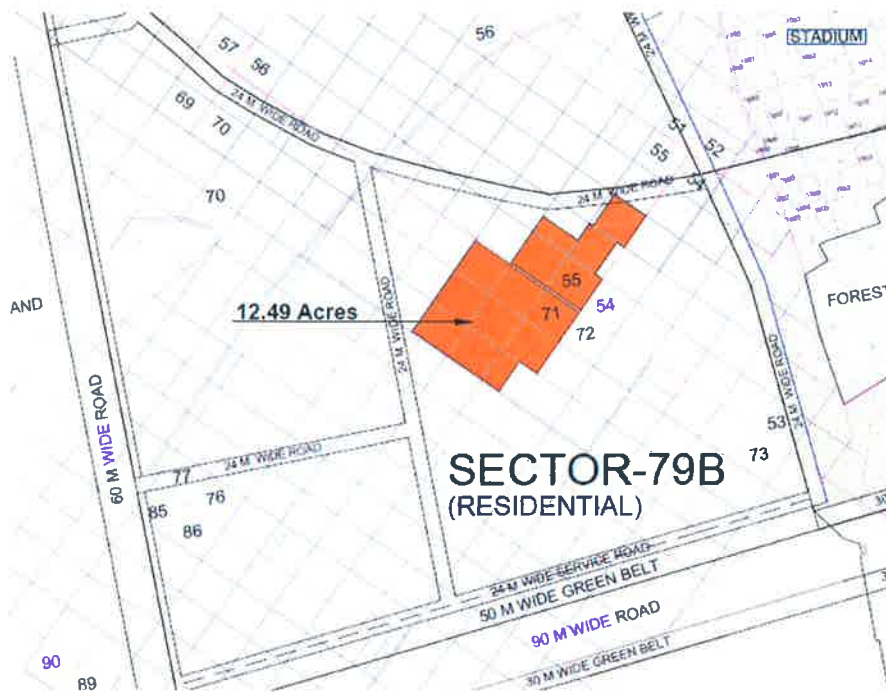
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For JMK Holdings Private Limited

Director/Authorized Signatory



ANNEXURE -1 - SITE MAP OF SCHEDULE LAND



For Emaar MGF Land Limited

[Signature]
Authorized Signatory

For Gibbon Propbuild Pvt. Ltd.

[Signature]
Authorised Signatory

FORSYTHIA PROBUILD PVT. LTD
[Signature]
Auth. Signatory

For Gauntlet Propbuild Pvt. Ltd.

[Signature]
Authorised Signatory

For JMK Holdings Private Limited

[Signature]
Director/Authorized Signatory



ANNEXURE – II

DRAFT GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME:

We, the following:

Forsythia Propbuild Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 acting through its authorised signatory; _____ duly authorized *vide* its board resolution dated _____, 2019 (Hereinafter referred to “**Land Owner 1**”); and

Gauntlet Propbuild Private Limited Land Owner 2, a company incorporated under the Companies Act, 1956 and having its registered office at 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 acting through its authorised signatory; _____ duly authorized *vide* its board resolution dated _____, 2019 (hereinafter referred to as **LandOwner -2**); and:

Gibbon Propbuild Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 306-308, Square One, C-2, District Centre, Saket New Delhi 110017 acting through its authorised signatory; _____ duly authorized *vide* its board resolution dated _____, 2019 (hereinafter referred to as **Land Owner -3**);

And

EMAAR MGF LAND LIMITED, a company registered in terms of the Companies Act, 1956 and is existing under the Companies Act 2013, having its registered office at 306-308, Square One, Saket, New Delhi 110017, (which expression unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), represented herein by its duly authorised representative _____ authorized *vide* resolution dated _____ hereinafter referred to as the “**EMAAR**”;

WHEREAS:

(A) The Land Owners are the owners of land aggregating to 12.4875 acres approx.. falling in revenue estate of Village Naurangpur, Tehsil-_____, Sector 79B, Gurugram, Haryana, (“**Said Land**”). The Said Land is more particularly described in **Schedule-I** hereto.

(B) The Land Owners had granted development rights on the Said Land to Emaar through various collaboration agreements, as amended from time to time and Supplementary Agreements executed by and between the Land Owners and

FORSYTHIA PROBUILD PVT LTD.

Auth Signatory

[Signature]

For Emaar MGF Land Limited

[Signature]

Authorized Signatory

For Gibbon Propbuild Pvt. Ltd.

[Signature]

Authorised Signatory

For Gauntlet Propbuild Pvt. Ltd.

[Signature]

Authorised Signatory

For JMK Holdings Private Limited

Director/Authorized Signatory

[Signature]



Emaar on the terms and conditions contained therein (hereinafter collectively referred to as “**Emaar Collaboration Agreements**”)

- (C) That the Land Owners has entered into a Joint Development Agreement dated (“**Development Agreement**”) with “**the Developer**” for joint development of the Said Land under Deen Dayal Jan Awas Yojna - Affordable Plotted Housing Policy, 2016 (**the Project**) with the purpose inter-alia of:
- i) Preparing, making and submitting Application for procuring License obtaining approvals, permissions NoC’s from various government authorities / local bodies and statutory authorities to develop the Said Land under Deen Dayal Jan Awas Yojna – Affordable Plotted Housing Policy, 2016 on the terms and conditions and covenants agreed in the said Development Agreement .
 - ii) To carry out the work of development of the Project as per approval received from DTCP and other government / regulatory / statutory authorities, as per applicable laws.
 - iii) Registration of the Project with RERA, Haryana and other government departments as per applicable laws;
- (D) By virtue of the above mentioned Joint Development Agreement, the Land Owners and Emaar (hereinafter referred to as **Executants**) have agreed to give this Power of Attorney to the Developer for the sole purpose and subject to the conditions set out in the abovementioned Joint Development Agreement.

BY THIS POWER OF ATTORNEY for the purpose of giving effect to the Joint Development Agreement dated 12th December 2019, We, Forsythia Propbuild Private Limited, Gauntlet Propbuild Private Limited and Gibbon Propbuild Private Limited (the Land Owners) and Emaar do hereby nominate, constitute and appoint JMK Holdings Private Limited, a company incorporated under the Companies Act, 1956 having its registered office at 1302, 13th Floor, Dr Gopaldas Bhawan, 28 Barakhamba Road, C.P. New Delhi - 110001, acting through its _____ to be our true and lawful attorney to act for us and in our name and do all acts, deeds and things relating to the “Said Land” that is to say:

1. To sign and apply and follow-up with all the concerned Regulatory Authorities the matters relating to grant/ renewal of licenses under the Haryana Development and Regulation of Urban Areas Act, 1975 Haryana Real Estate Regulatory Authority and other authorities, for and in respect of the Said Land, the sanctions and approvals of layout plan, plans, zoning plans, occupation/completion certificates, etc., as required under the law for the development, construction and completion of residential plotted housing under DeenDayal Jan AwasYojna - Affordable Plotted Housing Policy, 2016 on the Said Land of the Attorney and to sign, submit all undertakings, affidavits, declarations, applications, bonds, etc., on behalf of the

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Auth Signatory

For JMK Holdings Private Limited
Director/Authorized Signatory

For Gibbon Propbuild Pvt. Ltd. For Gauntlet Propbuild Pvt. Ltd.

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Authorised Signatory



Executant, as required from time to time in connection therewith by the concerned authorities.

2. To sign, apply submit all and any documents as may be required by competent authorities and follow-up with all the concerned Regulatory Authorities including Director General, Town and Country Planning Govt. of Haryana, HUDA etc. for grant of LOI / license /approvals and renewal of licenses from time to time and /or apply for issue of license/additional license, if required, in respect of the Said Land and / or apply for Change of Land Use (CLU) of the Said Land of the Attorney or any part thereof and to do all acts and deed necessary for the same for and on behalf of the Executant and to deal with all authority or authorities for facilitating the development of the Said Land.
3. To enter upon the Said Land (as and when applicable under and subject to the conditions set out in the Joint Development Agreement) and take all necessary action for the implementation and development of Project on the Said Land.
4. To sign, verify, file, submit furnish all applications and documents before various authorities in the state of Haryana, central Government authorities, Gurgaon and / or Chandigarh authorities, such as Land Acquisition Department, Haryana State Industrial Development Corporation of India Ltd., Haryana Urban Development Authority, Director, Town and Country Planning, Haryana, Chandigarh, Secretary Revenue, Secretary Finance National Highway Authority of India (NHAI) and all other departments and authorities of the state and/ or central Government wherein applications, undertakings, declarations, etc., or any other document may be required to be filed to ensure various compliances and / or in connection with the release of the Said Land from acquisition proceedings and matters related thereto.
5. To apply for and obtain from the relevant authorities including the Real Estate Regulatory Authority all registrations and Approvals for development and construction of the Project. To undertake all filings and compliances under RERA, or to apply, represent, appear, before Haryana Real Estate Regulatory Authority for all matters pertaining to the Said Land including payment of compensation/refund to customers.
6. To apply for and obtain licenses, CLU, permissions, NOC from the concerned authorities including DTCP, Chandigarh, HUDA, Haryana State Industrial Development Corporation of India Ltd., NHAI, and/or any other concerned authorities under Local/State/Central Government in respect of commencement and completion of development of the Said Land in terms of sanctions and permission, under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975 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 sign, file, submit and obtaining lay out plan, plans, services plan, revised/modified plans, services plan, any other plan before the concerned

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Auth. Signatory

For Emaar MGF Land Limited
Authorized Signatory

For Gibbon Propbuild Pvt. Ltd.
Authorized Signatory

For Gauntlet Propbuild Pvt. Ltd.
Authorized Signatory

For JKM Holdings Private Limited
Director/Authorized Signatory



authorities including but not limited to Director, Town and Country Planning Haryana (DTCP), Haryana Urban Development Authority (HUDA)/Haryana State Industrial Development Corporation Ltd (HSIDC Ltd)/Municipal Authority, and/or any other local / authority under the State Government and/or Central Government as may be required from time to time.

8. To apply for and obtain requisite permissions, approvals, sanctions, NOC from the concerned authorities such as Town and Country Planning Department, Haryana Urban Development Authority, Fire Department, PWD, HSIDC Ltd., Licensing Authorities, Municipal Authorities and/or authorities in charge of sewer, water, electricity, highways, Airport Authority of India, Ministry of Forest and Environment, Ministry of Mines, Income-tax Department any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required for these authorities from time to time.
9. To commence, carry on and complete and/or cause to be commenced, carried out and completed construction work in terms of the said Joint Development Agreement on the part or whole of the Said Land in accordance with the license and/or sanctioned layout plans and specifications.
10. To enter into Buyers Agreement(s), Allotment Agreement(s), etc. i.e. Agreement(s) for sale of Developer's share developed on the Said Land.
11. To create mortgage/ charge on the receivable of the Project and/or rights and interest with respect to the Developer's Share only (as defined and subject to the conditions set out in the Joint Development Agreement).
12. To sign necessary transfer instruments / sale deed / conveyance deed / transfer forms for transferring of the Developer's Share or any part thereof in favour of the purchaser(s) and for the purpose of mutation in the records of concerned local authorities.
13. To execute and get registered by appearing before Sub Registrar for execution /signing sale / conveyance deeds, lease deeds, license deeds, relinquishment deeds/rectification deed(s), exchange, declaration, Award of Arbitrator, etc. or any other document which the attorney deems expedient and necessary in his wisdom with respect to the Developer's Share.
14. To give formal possession of the property(s) purchased by buyers in part or full or obtained subsequent to execution of sale deed(s).
15. To pay stamp duty and registration charges in respect of the said documents or any part thereof as per the agreement in between the flat buyer to apply and obtain all necessary permission and approvals as may be required from time to time

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Authorized Signatory



including permission from statutory authority, if any, for sale of plots / developed area / commercial space etc. if required.

16. 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 Executant before all concerned authorities.
17. That said attorneys may delegate all or any of the aforesaid powers to any other person or persons and to appoint any other attorney or attorneys with all or any of the said powers, and to cancel, withdraw and/or revoke the powers conferred upon such attorney
18. 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 property to the authorities concerned.
19. To generally do or cause to be done all such acts, deeds and things as may be necessary in relating to the development / construction of the Project on the Said Land and to ensure compliance with all laws, rules, regulations, notifications, etc. for the time being in force.
20. That this Power of Attorney has been executed in pursuance of the Joint Development Agreement and continue to subsist and shall remain binding till the subsistence of the Joint Development Agreement. This Power of Attorney shall co-exist and shall be co-terminus with the termination of the Joint Development Agreement.

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

The Land Owner without any liability on its part except to the extent of the title of Said Land hereby confirms that the powers given by Executant under this General Power of Attorney to the Developer is pursuant to the terms set out in the Joint Development Agreement.

IN WITNESS WHEREOF, the Executant, the above named have executed this General Power of Attorney at _____ on the ____ day of _____, 2019, in presence of witnesses.

EXECUTANTS

For Gibbon Propbuild Pvt. Ltd.

Bu

ACCEPTED BY

Authorised Signatory

WITNESSES 1.

For JMK Holdings Private Limited
Director/Authorized Signatory



Schedule - I

Land Schedule

Village	Sector	Rectangle No.	Revenue No.	Revenue Extn. No	Kanal	Marla	Total Marla	Area in Acres
Naurangpur	Sector-79B	55	15	2	7	4	144	0.90
Naurangpur	Sector-79B	55	16	2	6	8	128	0.80
Naurangpur	Sector-79B	55	17	2	4	0	80	0.50
Naurangpur	Sector-79B	55	24	0	8	0	160	1.00
Naurangpur	Sector-79B	55	25	0	8	0	160	1.00
Naurangpur	Sector-79B	71	3	0	8	0	160	1.00
Naurangpur	Sector-79B	71	4	1	6	16	136	0.85
Naurangpur	Sector-79B	71	4	2	1	4	24	0.15
Naurangpur	Sector-79B	71	5	0	8	0	160	1.00
Naurangpur	Sector-79B	71	6	0	8	0	160	1.00
Naurangpur	Sector-79B	71	7	0	8	0	160	1.00
Naurangpur	Sector-79B	71	8	0	8	0	160	1.00
Naurangpur	Sector-79B	71	13	0	7	11	151	0.94
Naurangpur	Sector-79B	71	14	0	7	11	151	0.94
Naurangpur	Sector-79B	71	15	1	3	4	64	0.40
							Total	12.49

For Emaar MGF Land Limited


Authorized Signatory

For Gibbon Propbuild Pvt. Ltd.


Authorized Signatory

FORSYTHIA PROBUILD PVT. LTD


Auth. Signatory

For Gauntlet Propbuild Pvt. Ltd.

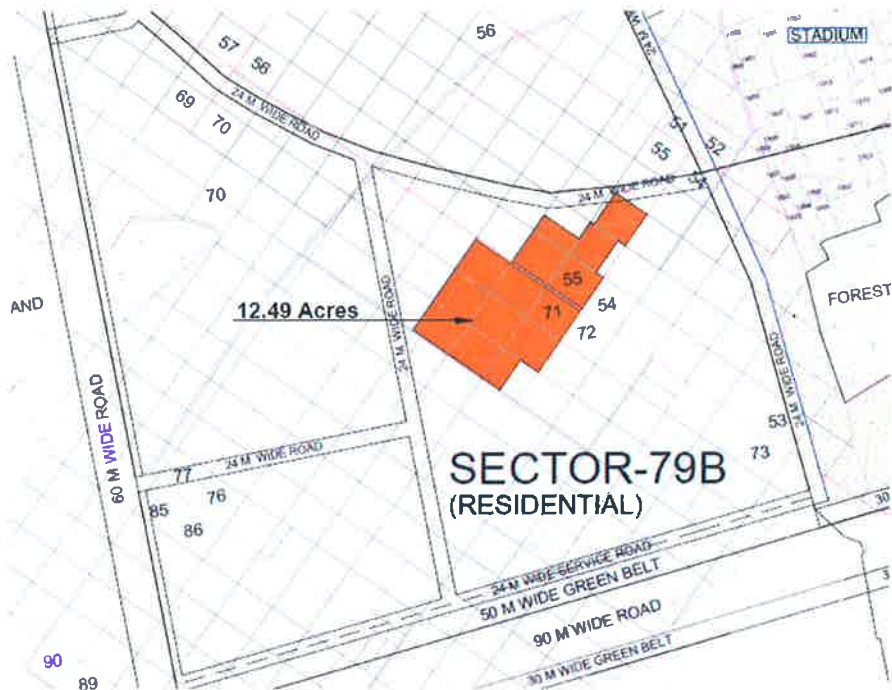

Authorized Signatory

For JMK Holdings Private Limited


Director/Authorized Signatory



ANNEXURE -1 - SITE MAP OF SCHEDULE LAND



For Emaan MGF Land Limited
[Signature]
 Authorized Signatory

For Gibbon Propbuild Pvt. Ltd.
[Signature]
 Authorised Signatory

FORSYTHIA PROBUILD PVT. LTD.
[Signature]
 Auth. Signatory

For Gauntlet Propbuild Pvt. Ltd.
[Signature]
 Authorised Signatory

For JMK Holdings Private Limited
[Signature]
 Director/Authorized Signatory

