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## **DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT is executed at New Delhi on this 10<sup>th</sup> day of July, 2012 by and between:

M/s. Empire Realtech Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its Registered Office at SF-16-17, First Floor, Madame Bhikaji Cama Bhawan, Bhikaji Cama Place, New Delhi – 110066, acting through its Authorized representative Mr. N. K. Sharma, authorized vide resolution of Board of Directors dated 10<sup>th</sup> July, 2012 (hereinafter referred to as the "Owner" which expression shall unless repugnant to the subject or context mean and include its successors, administrators and assigns) of the ONE PART.

For Empire Realtech Pvt. Ltd.

**∕Director** 

For CHD Developers Ltd.

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#### AND

M/s. CHD Developers Ltd., a company incorporated under the Companies Act, 1956 and having its Registered Office at SF-16-17, First Floor, Madame Bhikaji Cama Bhawan, Bhikaji Cama Place, New Delhi — 110066, acting through its Authorized representative Mr. Rajinder Kumar Mittal, authorized vide resolution of Board of Directors dated 10<sup>th</sup> July, 2012 (hereinafter referred to as the "Developer" (which expression shall unless repugnant to the subject or context mean and include its successors, administrators and permitted assigns) of the OTHER PART.

The Owner and the Developer are collectively referred to as the 'Parties' and individually as a 'Party'.

#### WHEREAS:

- A. The Owner owns and is in possession of the land measuring about 12.344 acres, situated at Village Daultabad, Sector-106, in District Gurgaon, (hereinafter referred to as the said "Land") more particularly described in the Schedule marked and annexed hereto as ANNEXURE A. The Developer is engaged in the development and construction of real estate projects and has vast experience in this line of business and has capability to execute Residential Group Housing Projects.
- B. The Director General, Town and Country Planning Department, Haryana, Chandigarh (hereinafter referred to as the "DG,TCP"), has granted a License bearing No. 69 of 2012 (hereinafter the License) dated 04.07.2012 in favour of the Owner for setting up of a Residential Group Housing Colony on the said Land.
- C. The Owner is in absolute possession of the said Land and has decided to develop the said Land by construction of approved residential and non residential premises (herein "Premises") thereon.

For Empire Realtech Pvt. Ltd.

Director

For CHD Developers Ltd.

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- D. the Owner has the Licence to develop and construct the Project on the said Land and the Developer has necessary reputation, goodwill, expertise, infrastructure including marketing expertise for development of residential Project and based on the expertise, experience and capability of the Developer, the Owner is desirous to carry out the development of the said Land from the Developer for the purpose of development of Residential Group Housing Colony to which the Developer has agreed on the terms and conditions hereinafter.
- E. The Owner has represented that it has unfettered right to enter into this Development Agreement with Developer for development of the said Land.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO AGREE AS UNDER:

## 1. **DEFINITION AND INTERPRETATION:**

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:

- "Affiliate" means, with respect to each Party, any other entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under the common control with, such Party. The expression "control", "controlling" or "controlled", in relation to a Party, means the possession, direct or indirect, of power to direct, or cause the direction, of the management and policies of such Party, through voting securities, control over the Board, or otherwise;
- 1.2 "Agreement" means this agreement and all schedules, annexures attached to this agreement, in each case as they may be modified, amended-or-supplemented-from-time to time;

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For CHD Developers Ltd

- "Approval(s)" means any and/or all approvals, authorizations, licenses, permissions, consents, no objection certificates, to be obtained in the name of the Owner/Developer, including, for the avoidance of doubt, the sanctioned plan and all approvals required in connection with or pursuant to the sanctioned plan for the commencement of the development and construction of the project on the said Land including without limitation environmental clearance, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental Authority whether State or Central, required for the purposes of commencing construction and development activity:
- "Construction Overheads/Project Costs" means and includes all costs and expenses attributable for execution and development of the Project including interest paid/payable to any bank/financial institution for any loans, finance and/or credit facilities, and, interalia, the cost of construction, development and marketing of the Project, including fees, direct and indirect taxes thereon or other payments (including statutory dues to workmen, employees etc.) payable to the principle Architect, engineers, contractors, staff and workmen.

## 1.5 "Development" shall mean and include:

- (i) the transformation and/or change caused to take place on the said Land which includes carrying out any construction activity prior to utilizing the built-up area available to the extent possible on the said Land for construction of the Project;
- (ii) Making of any material change in the use or appearance of the said Land and the said Project;

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- (iii) To carry out construction of any infrastructure work on the said Land including the division of said Land into plots, pieces and/Or sites and/or amalgamation of any plot/s of land comprised in the said Land;
- (iv) to provide any amenities, facilities to make the condition of the said Land and /or said Project habitable.;
- (v) construction or causing to construct the said Premises on the said Land
- 1.6 "Development Rights" shall mean the rights given to Developer by the Owner in the said Land including the right to develop, construct, mortgage, lease, license, sell and transfer the said Land/ Project and/or any part thereof along with any easements thereon.
- 1.7 "Project" shall mean any or all of the following activities to be carried out on the said Land:-
  - (a) the activities, works to be performed and/or the obligations to be accomplished and/or performed by the Developer under this Agreement and includes as under:
    - (i) obtaining further permission/license(s) for the development of said Land;
    - (ii) appointing or engaging professional specialist;
    - (iii) preparing or cause to prepare the project plan/s;
    - (iv) construction or causing to construct the said Premises:
    - (v) obtaining the plan approval and necessary sanctions;
    - (vi) serving projects notices;
    - (vii) carrying out construction and related infrastructure development on the said Land;
    - (viii) causing to transfer the said Premises with or without the undivided proportionate share in the said Land;

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- (ix) causing the handover of possession of the said Premises to the transferees;
- (b) and all such acts deeds and things or parts thereof that may be necessary to do the above.
- 1.8 "Project Sales Proceeds Account" shall mean the designated bank account to be opened by the Developer for deposit of Gross Sales Proceeds and License Revenue, as provided in Article 7.1 hereunder.
- 1.9 "Project Completion" means the issuance of Completion Certificate from the concerned authorities for the last constructed building of the Project.
- 1.10 "Sanctioned Plan/Plan Approval" means the plan with respect to the Project, as approved by the concerned statutory authorities, subject to any changes/amendments required to be made thereto for procuring such approval of the concerned statutory authorities.
- 1.11 "Transfer" shall mean transfer by way of sale, lease, license or in any other manner whatsoever.
- 1.12 "Transferee(s)" shall mean any prospective purchaser, transferee, lessee, licensee etc in respect of the said Premises or any part or portion thereof or who may obtain the status of owner, transferee, lessee, licensee etc on the basis of the instruments duly executed in pursuance on this Agreement.

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# 2. DEVELOPMENT OF THE PROJECT

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- 2.1 The Developer shall, at its own risk and cost, develop the Project on the said Land in accordance with this Agreement.
- 2.2 The Owner shall render all reasonable assistance as may be required by the Developer from time to time for development of the Project.
- 2.3 The Owner hereby grants the Developer from the date of execution of this Agreement, an exclusive right to enter upon the said Land and develop the same and execute the Project, in terms of this Agreement.
- 2.4 The Owner shall authorize the Developer to execute, sign and deliver any documents, deeds, applications, affidavits, undertakings and the like which may be required to be signed and executed for the purposes of the Project. Further in case any documents, deeds, affidavits, undertakings are required to be signed by The Owner then the Owner undertakes and shall be obliged to sign and execute all such other documents, deeds, applications and the like.
- 2.5 Any additional Floor Area Ratio (FAR) and/or Transfer/or Transfer of Development Right (TDR) granted in future may, after mutual discussion between the parties also be taken in account by the Developer for the development of said Land. Any additional costs for availing such additional built-up area /TDR or any other benefits shall be borne by the Developer as part of the cost of the Project cost.
- 2.6 Developer shall have the sole absolute and exclusive discretion in conceptualizing the scheme of Development of said Land and

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undertaking the Project, at its own risk and cost and in this regard, the Developer shall be freely entitled to develop the said I and in any manner it deems fit, as per sanctioned and revised plans and subject to all applicable laws, rules and regulations.

- 2.7 The Developer may commence, implement and complete the development of said Land or any part/s thereof, in any phases and at any intervals, as it may deem fit and proper; subject to provisions of this Agreement.
- 2. 8 Developer shall be entitled with prior written consent of the Owner to divide and/or sub-divide said Land or to undertake the amalgamation of said Land or any portion/s thereof with any adjoining land or properties. Subject as aforesaid, the Developer shall be entitled to enter into any agreements or arrangements with occupiers and/or developers of any adjoining lands or properties, as it may deem fit and proper for enhancing the Development potential of the Project.
- 2.9 Developer shall, for carrying out the development of said Land, be freely entitled and have the right to use and have the benefit of all sanctions, orders. approvals, permissions. clearances and No Objection Certificate (NOC) which have been obtained prior to execution of this Agreement by the Owner in respect of the said Land and its development and transfer, the copies of originals whereof have been handed over and delivered by the Owner to Developer at the time of execution of this Agreement. After the execution of this Agreement, the Developer shall its own cost and responsibility, be entitled to and shall have the liberty to apply for and obtain from time to time, any modifications or amendments or any other permission required thereto/ therein and/or in\_or\_to\_those\_which\_the\_Developer\_may\_obtain\_hereafter\_and\_the\_

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Developer at its sole cost and responsibility, shall have the right and liberty to, from time to time, apply for and obtain all further or other approvals, permissions, sanctions, orders, exemptions, clearances and NOCs from all concerned authorities, in respect of or in pursuance of this Agreement, as the Developer may deem fit and proper in its sole and unfettered discretion.

## 3. PROJECT IMPLEMENTATION

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- 3.1 Developer will be solely and exclusively entitled and obliged, to carry out and drive at its sole cost and responsibility of the development of said Land, quality cost, planning, schedule, aesthetics, pricing and marketing.
- 3.2 Developer shall have the sole right and obligation, at its sole risk and cost, to appoint all professional specialists including an architect (Principal Architect) of its own choice for the Project. In this regard, the Developer's decision of appointment of the professional specialists shall be final and the Developer shall not be obliged to take any prior approval/consent of the Owner. Developer through the Principal Architect shall be solely entitled to further appoint other liaisoning /municipal Architect and other consultants for structuring, plumbing, waterproofing, landscaping etc for the Project.
- 3.3 Upon receipt of the sanctioned plan and approvals, the Developer shall commence the development and construction on the said Land based on detailed drawings and specifications and in accordance with the terms of this Agreement. The Developer shall issue a written intimation of such commencement to the Owner ("Notice of Commencement of the Project").

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- 3.4 It is agreed that the Developer shall be entitled and obliged to use optimum Built-up Area permitted by the applicable rules and bye laws; without compromising on marketability of the Project as per its best judgment.
- 3.5 Developer shall be exclusively and solely entitled and responsible at its sole risk and cost to conduct the marketing, promotion, advertising, public relation activity and all other such activities in relation to the advancement of and selling of the Project. The Owner shall not carry out any of the above activities and directly or indirectly approach any prospective buyers/investors for the Project. The Developer shall conduct such marketing, promotion and advertising for advancement of the Project as it deems fit and consent of the Owner shall not be required in this regard. Further, the Developer may appoint such agencies or other entities to carry out the activities as contemplated under this Article. However, the Developer may, if required, approach the Owner for such support in relation to generation of leads of prospective buyers subject to the applicable law and the Owner shall render reasonable support in this regard.
- 3.6 The Developer at its sole responsibility and cost shall also have the right to outsource the construction work to a contractor or third party to which the Owner shall have no objection. However, the Developer shall be solely responsible for and to fulfill all of its obligations under this Agreement.
- 3.7 The Developer shall have the authority to apply for or agree to modifications to the sanctioned plan as may be considered proper by the Developer from time to time, within the overall Project.

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3.8 The Developer alone shall have the power to negotiate the sale, lease or other transfers of the said Premises and sale price thereof and Gross Sale Proceeds/Lease/License Revenues that may be realized by sale, lease or other transfer of the said Premises shall be divided between the parties in the agreed proportion in the manner set out in this Agreement. However in case the Owner's share in the Gross Sale Proceeds at the end of the Project is less than the cost of Land as appearing in the Books of Accounts of the Owner, the Developer shall indemnify the Owner and make good for the Loss, if any on this account.

## 4. PROJECT COMPLETION

- 4.1 The Developer shall commence the Development and construction as set out in Article 3 above as soon as possible after the execution of this Agreement, after obtaining approvals and sanctioned plan required for commencing construction and the development activity. The Developer shall make best efforts to ensure completion of the Project within a period of four years from date of commencement of construction ("Project Completion Date"). However, if despite best efforts of the Developer the Project cannot be completed within the aforesaid time, then there shall be an extension for completion of the Project for a further mutually agreed period ("Extended Period"). In the event the parties are unable to agree on the length of the extended period, the same shall be deemed to be for a period of one year.
- 4.2 It is expressly understood by the parties that, if there are any claims made by the prospective purchasers/transferees in relation to delay in delivery of possession of all/any part of the said Premises including without limitation during any extended period, then the

For Empire Realtech Pvt. Ltd.

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Developer shall at all times keep the Owner fully indemnified. On no account and under no circumstances, shall the Owner have any liability with respect to any such claims by prospective purchaser/Transferees or any related proceedings.

- 4.3 The Developer shall not be responsible to the Owner in the event of delay in approvals from the Governmental authorities for occupying all / any part of the said Premises and/or including power, sanitary and water connections as long as the Developer is not negligent in making timely applications for seeking such approvals.
- 4.4 The Parties agree that the Developer will not be liable to the Owner for any delay in the completion, if such delay occurs on account of any Force Majeure or Courts indulgence.
- 4.5 The parties agree that after the Project is completed, all unsold units within the said Premises and unsold common area, including land and any increase thereto and all common facilities, subject to applicable laws, shall be dealt with in a manner mutually agreed.
- 4.6. Unless otherwise mutually agreed in writing, upon completion of the Project, the management and maintenance of the Project, on continuous basis, including the common areas, facilities and amenities shall be managed by the Developer or its nominated agency at its sole risk and cost or shall be handed over on its behalf to any agency or third party estate manager and the cost and expenses of such agency or third party estate manager shall be solely borne by the Developer.

For Empire Realtech Pvt. Ltd.

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#### 5. REVENUE SHARING

In consideration of grant of development rights to the Developer, the Owner shall be entitled to a specified share in the Gross Sale Proceeds of the Project more particularly described in the Annexure B annexed hereto.

#### 6. PROJECT SALES PROCEEDS ACCOUNT AND STATEMENTS

- 6.1 The Gross Sales Proceeds and Lease/License Revenue shall be deposited in a separate bank account to be opened by the Developer. The said account shall be operated solely by the Developer.
- 6.2 The Owner shall inform the Developer details of its designated bank accounts, into which its respective Revenue Share is to be transferred.
- 6.3 The Developer shall furnish to the Owner MIS statements time to time, with details of the number of Transfer/Sales of said Premises, the total amount received from such Transfers/Sales and collection and distribution of the Gross Sales Proceeds and Lease/license Revenue between the Owner and the Developer, including adjustment of other receivables as due to Developer under this Agreement.
- 6.4 Accounts shall be maintained by the Developer for each financial year beginning from 1<sup>st</sup> April of each year to 31<sup>st</sup> March of the following year, which shall be the accounting year for the purposes of this Agreement. On the completion of the Project a final account shall be made up, duly audited and rendered by the Developer to the Owner, with full and complete details of the Project and all related matters.

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Director

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#### 7. TAXES

- 7.1 Each Party shall be responsible for its own tax liability including direct and indirect taxes for incomes received and/or gains arising as a result of implementation of the Project or otherwise pursuant to this Agreement. Each of the parties shall promptly pay all taxes, levies and duties due from it, including without limitation income tax, works contract tax; VAT, GST and service tax if applicable, whether due at present or arising out of any statutory demand/requirement in the future, as and by way of its personal liability and shall keep the other party fully indemnified therefrom.
- 7.2 The Developer shall on behalf of the Owner pay and discharge all municipal taxes, rates, cess and other public dues with respect to the said Land.
- 7.3 The payment of stamp duty in respect of the POA and this Agreement shall be borne by the Developer.
- 7.4 All payments to be made herein, shall be subject to deduction of applicable taxes, as may be applicable.
- 8. The Owner and the Developer hereby undertake to indemnify and keep indemnified each other from and against any claims, penalty, charge, liability, proceeding or restrictive order which may arise on account of the non compliance of statutory requirement for non payments of taxes, levies, duties, service tax etc or any other actions or inactions which may have the potential of rendering the transaction envisaged under this Agreement void or voidable or otherwise incapable of being implemented.

For Empire Realtech Rvt. Ltd.

Director

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## 9. DEVELOPMENT

- 9.1 For so long as this Agreement remains in force, no person other than the Developer shall be entitled to undertake the Development and construction work on the said Land. The Developer may undertake the same, at its own risk and cost, either by itself or through contractors and sub-contractors and may divide the work among such contractors and sub-contractors, as it may deem fit and proper, from time to time.
- 9.2 The Developer shall carry out the Development/construction activities with a view to maximizing the Revenue Share of each party from the Project. The Developer shall be free to develop the said Land in such manner as it deems fit but always in accordance with the applicable law, rules and regulations and the specifications and as per the agreed Project and the provisions of this Agreement. The Developer shall make best efforts to ensure that the best quality standards of the industry are met and maintained at all times. The Developer shall be free to appoint contractors, sub-contractors and other necessary personnel of its choice at it sole discretion, risk and cost and upon such terms and conditions as it deems fit.
- 9.3 Notwithstanding anything contained to the contrary:
  - the Developer shall be free and entitled to decide how best to dispose of the said Premises or parts thereof constructed on the said Land;
  - (b) the Developer's right to enter and construct upon the said Land and lawful activities undertaken thereon pursuant to this Agreement, shall not be disturbed or interrupted by the Owner directly or indirectly under any circumstances.

For Empire Realtech Pvt. Ltd.

Director

For CHD Developers Ltd.

(c) The Parties recognize that this Agreement imposes legal, valid and binding obligations on them.

## 10. REPRESENTATIONS AND COVENANTS OF THE OWNER:

The Owner hereby confirms, declares, covenants, undertakes and represents to the Developer as follows:

- 10.1 the Owner hereby agrees and confirms that whatever is stated in the recitals hereinabove shall be deemed to be declarations and representations on the part of the Owner as if the same were set out herein in verbatim and forming an integral part of this Agreement.
- 10.2 the Owner is the absolute owner of the said Land and the clear, marketable and unencumbered title in the said land vests solely with the Owner.
- 10.3 the Owner is absolutely seized and possessed of and otherwise well and sufficiently entitled to develop the said Land which is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, executions, attachments, vesting, alignments, easements, liabilities whatsoever and the said Land has an available and usable potential for development.
- 10.4 the Owner has full power to enter into this Agreement and represents that to the best of its knowledge, there are no facts, circumstances, contracts, arrangements which in any manner will be adversely prejudicial to the development of the said Land under this Agreement.

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Director

For CHD Developer Ltd.

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- 10.5 the Owner and the Developer shall execute all necessary documents and/or instruments to undertake the development and register the same with the concerned registering authorities.
- 10.6 In case of any latent defect in the title of the said Land, not known at present and which is found at any time in future before completion of the said Premises or the Project or any claim is made by any third party with respect to the title to the said Land before completion of the Project, the Owner agrees and undertakes to hold the Developer harmless and keep it fully indemnified against all claims, demands, suits, actions and proceedings and all costs charges and expenses and all loss, damages, liabilities, fines, penalties incurred or suffered by or caused to or levied or imposed on the Developer or on the Project.
- 10.7 Neither the Owner nor any other person on its behalf entered into any agreement or arrangement whatsoever, written or oral, relating to and./or concerning the said Land and which could in any manner whatsoever impact this Agreement. The Owner has not mortgaged or created any charge or encumbrance on the said Land or any portion thereof.
- 10.8 pursuant to execution of this Agreement, the Owner expressly agrees with the Developer that during the subsistence of this Agreement, the Owner shall not enter into any agreement or arrangement whatsoever, written or oral with any person/s or third party for transfer of the said Land or affecting the Development of the said Land under this Agreement.
- 10.9 All rents, rates, taxes, assessments, dues, duties, cesses, and other outgoing whatsoever payable in respect of the said Land to the

For Empire Realtech Pvt. Ltd.

Director

For CHD Developers Ltd

Authorities have been duly paid and discharged by the Owner till the date of execution of this Agreement and shall continue to be paid until disposal thereof to the prospective purchaser/transferees.

- 10.10 That, to the best of the knowledge of Owner, there are no drains, sewers, cables, water pipes, gas pipes, overhead cables/wires passing through and / or over the said Land.
- 10.11 On completion of the Project (or parts thereof) as herein contemplated, the Owner shall undertake to execute documents and instruments necessary for the transfer in favour of the prospective purchaser/transferees, its undivided shares in the said Land or otherwise and the said Premises, as may be recommended and directed by the Developer.
- 10.12 The Owner has already paid all the Govt. dues i.e. scrutiny fee, conversion charges, licence fee, etc. to obtain the licence and shall be responsible for further demand, if any, raised by the Govt. in respect of the licence issued by DTCP, other than EDC/IDC.
- 10.13 The Owner shall forthwith furnish to the Developer, in connection with the said Land and the Project, any order, circular, notice notification, directive etc. which may be served upon or received by them, which are issued by any government local or public body or authority or by any court, tribunal or quasi-judicial body or authority or by any other person.
- 10.14 The Owner shall allow right to enter the said Land to the Developer simultaneous on the execution of this Agreement.

For Empire Realterch Pyt. Ltd.

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10.15 The Owner has free and unhindered access to and from the said Land and to the best of its knowledge, there are no *lis- pendens*, suits, legal proceedings, injunctions and pending or threatened litigation including attachments or other forms of distress with respect to the said Land or against the Owner which may adversely affect the rights of the Developer contained in this Agreement.

# 11. REPRESENTAIONS AND COVENANTS AND OBLIGATIONS OF DEVELOPER

The Developer hereby confirms, declares, covenants, undertakes and represents to the Owner, as follow:

- 11.1 The Developer hereby agrees and confirms that whatever is stated in the recitals hereinabove, shall be deemed to be declarations and representations on the part of the Developer as if the same were set out herein in verbatim and forming an integral part of this Agreement.
- 11.2 The Developer has full power to enter into this Agreement and represents that, to the best of its knowledge, there are no facts, circumstances, contracts, arrangements, which in any manner will be adversely prejudicial to the Development of the said Land or which will adversely prejudicial to the Development of the said Land or which will adversely affect the ability of the Developer to implement the Project.
- 11.3 The Developer will undertake the Project and the Development of the said Land in a timely manner and to the best of its ability in accordance with the best industry norms and standards and undertake all its obligations at its own risk and cost and without any

For Empire Realtech Pvt. Ltd.

Director

For CHD Developer S Ltd.

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claims or demands on the Owner save as expressly provided in this Agreement.

- 11.4 The Developer shall appoint security personnel and put up such sign boards etc. on the said Land as it may deem fit. The Developer shall be entitled to put up and permit to be put up advertisement boards on the said Land to the effect that the said Land is being developed by it and for inviting proposals from prospective purchasers/transferees.
- 11.5 The Developer shall obtain all necessary Plan Approvals from the concerned Authority in respect of the said Land to commence the development and complete the Project and all statutory payments and fees paid in respect of the Approvals and all other charges and expenses for the Project shall be borne by the Developer and to do and perform or cause to be done all acts, deeds and things connected therewith or pertaining thereto.
- 11.6 Pursuant to the execution of this Agreement, the Developer shall carry out the development and complete the Project in a timely manner in accordance with the applicable laws, rules, regulations, bye-laws, etc, as may be in force.
- 11.7 The Developer shall consider and decide the policies on all matters relating to marketing, sale and disposal of the said Premises and for promoting the Project, in the best interest of both parties.
- 11.8 The Developer shall appoint, liaise, co-ordinate instruct, supervise the professional specialist and cause to be done by the professional specialist such acts deeds, matters and things as may be necessary to enable the Developer to properly discharge its obligations under

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this Agreement and carry out and/or complete the Project and to act in any of the matters aforesaid and as may be desired in connection with the said Land and the Project.

- 11.9 The Developer shall prepare and issue tenders for carrying out or completing the Project and finalizing and ensure acceptance and approval of the said tenders and thereafter entering into works contracts, construction contract and all other related matters.
- 11.10 the Developer agrees that in case any legal disputes or claims by any third party including but not limited to transferees of the said Premises, or any contractors, sub-contractors/labour issues or any other disputes concerning the construction or otherwise related to the Project, the Developer will be responsible, at its own risk and cost for dealing with and handling all the same and shall keep the Owner indemnified therefrom and the Owner shall not be responsible for any liability arising therefrom.
- 11.11 The Developer shall at its own cost undertake to procure and keep current, all such insurances cover as are necessary or usual as per industry practice and as statutorily required from time to time, covering all usual risks and issues in respect of the Project and the said Premises, until completion of the Project.
  - 11.12 The Developer shall on behalf of the parties deal with and settle all the complaints of the transferees, *inter-alia*, in respect of any delays in handing over the said Premises to them or related to the quality or other aspects of the said Premises and shall defend any and /or all such proceedings/actions by the transferees against the parties in this regard on behalf of the parties and at its own risk and cost.

For Empire Realtech\P(t) Ltd.

Director

For CHD Developers Ltd.

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- 11.13 The Developer shall at all times act and comply with its obligations in the best interest of the Project and with a view to maximizing the Gross Sales Proceeds and/or Lease/License Revenue and thereby the Revenue Share of each of the Parties.
- 11.14 Without prejudice to the generality of the foregoing provisions of this Article 11, and for the sake of clarity, the parties state expressly that the Developer alone, shall be liable to meet all costs, expenses and outgoings whatsoever in respect of the Development of the said Land and all construction overheads/Project Costs in respect of the entire Project and shall at all times keep the Owner indemnified in respect of all the same and any related claims and proceedings.

## 12. AUTHORISATION BY THE OWNER:

The Owner hereby authorizes the Developer and the Developer undertakes the obligation, at its sole discretion, risk and cost, to do the following:

- 12.1 Take charge of the said Land and to run, administer and manage the same at its sole and absolute discretion, risk and cost for the purpose of this Agreement and implementation of the Project. The Developer and its servants, agents, contractors, workers etc. shall have authority to enter upon the said Land for the purpose of carrying out survey, measurements, preparing and getting plans approved for Development of the Project and incidental purposes and to enable the Developer to commence the Development thereof and to do all requisite works and things in that behalf.
- 12.2 Enter into and upon the said Land and/or any part or portion thereof, to move men, materials, and equipment into the same and to deploy them in the construction activity thereon.

For Empire Realtech

director

For CHD Developer \$ Ltd.

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- 12.3 Commence the development, carry on and complete the Project and to do and perform all acts, deeds and things required for commencing such development and carrying on and completing the Project.
- 12.4 Supervise and monitor the Project till the Project completion certificate in respect thereof is obtained from the concerned authority and to ensure that the development is carried out strictly in accordance with the Project drawings, sanctioned plan etc, as approved by the authority.
- 12.5 Render all other management, technical, marketing, financial and professional know how which may be necessary for the successful completion of the Project in timely manner.
- 12.6 From the date of possession of the said Land till the completion of the Project, make payment of all taxes, cess, duties, levies, deposits and outgoings of whatever nature, payable in respect of the premises and/or the Project to the concerned authority and to obtain proper receipts and discharges thereof.
- 12.7 Negotiate for and raise loans or funds for the Development and completion of the Project and to create mortgage, charge or other encumbrance on the said Premises and execute and register necessary documents and instrument/s for that purpose. On its part, the Owner shall facilitate such loans by creating appropriate mortgage, charge or other encumbrance on the said Land and executing and registering mortgage documents and instruments for the same, if so desired by the Developer in that behalf, however, the Developer shall alone be responsible to repay the loan amount

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availed for the Project and clear the mortgages created on the said Land.

- 12.8 Appear before the concerned registration and other authorities for the purpose of registering any documents and instruments and to present the same before them and admit the execution thereof and to do all such acts, deeds, matters and things as may be necessary or advisable for that purpose. On its part, the Owner shall execute and register all such documents and instruments as are required to transfer the said Land to transferees of the said Premises.
- 12.9 Sue, commence, institute, continue and prosecute any actions, suits or proceedings before any court, tribunal, or quasi-judiciial or judicial authority, or any other authority whomsoever or any other proceeding which may be considered necessary or proper in or about for the execution of any of the powers and authorities hereby given and/or relating to pertaining to the said Premises or the Project and to prosecute and follow up or discontinue and withdraw the same with or without leave to institute fresh proceedings and to levy execution or to enter satisfaction upon any judgment or otherwise to act therein as it may deem fit or expedient, without being personally liable and/or responsible for any loss that may result therefrom.
- 12.10 To carry out the Project and before and/or after and/or during the Project, to mortgage the said Premises on such terms and conditions as may deem fit by the Developer and for these purposes to request the Owner to sign and execute all documents as instruments and to register the same with the registration authorities.
- 12.11 Collect and receive from the prospective purchaser/transferees of the said Premises, consideration that is payable by such prospective

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purchaser/Transferees and for that purpose to make, sign, execute and/or give proper, effectual and lawful discharge for the same and also on non-payment thereof or any part thereof to enter upon and restrain and/or take legal steps for the recovery thereof or to eject such defaulting prospective purchaser/transferee(s) as the case may be.

- 12.12 To do all acts, deeds things and matters as may be necessary to market and transfer the said Premises and/or to carryout or complete the Project and for this purpose:
  - (i) advertise or market the said Premises and receive amount thereof; and/or
  - (ii) decide on who may become the member of the co-operative society or other body corporate or association which may be formed by the prospective purchaser/transferees of the said Premises and receive amount thereof.
- 12.13 To make, sign, submit, execute, apply, present, endorse, file, refile, amend, attest, verify, declare, receive back, withdraw:-
  - (i) any documents, Project drawings, notices, petition/s, declaration/s statements for the purposes of obtaining Approvals in connection with the development and/or carrying out or completing the Project, and/or
  - (ii) any documents, instruments and take all necessary steps for the registration of the co-operative society/association and/or any other legal entity or corporate body comprising of prospective purchasers/transferees of the premises under the provisions of the relevant applicable laws and appear before the concerned authority as and when necessary and required; and/or

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- (iii) any documents, instruments to raise loan from any financial institutions or bank or individual for the purpose of development an/or carrying out or completing the Project and to repay the same and to provide, and request the Owner to provide, original title documents, instruments, writings and deeds connected therewith as security for the same; and/or
- (iv)correspond with authorities for the purposes of obtaining Approvals in connection with the Development and/or carrying out or completing the Project; and/or
- (v) apply for modifications, alterations and/or changes in the Project drawings and or Approvals and/or revalidation of the Project drawings and/or Approvals directly or through its representatives; and/or
- (vi) pay fees, charges, deposits and securities that may be payable in order to obtain the Approvals from the authority to carry out the development and complete the Project and for that purpose to execute any documents and/or instruments as may be required to be given to the authority; and/or
- (vii) obtain refund of deposits, security fees and/or other charges paid by the Developer to concerned authority to carry out the development and complete the Project and to obtain refund on that behalf and for that purpose to execute any documents and/or instruments as may be required to be given to the authority and/or mutation, assessment of the said Premises and/or the said Land in the concerned records of the concerned authority (ies) and/or
- (ix) request the Owner to sign any documents, instruments for division of plot/s of land comprised in the said Land into lots, pieces and/or sites and/or amalgamation of any plot/s of land comprised in the said Land or the balance thereof; and/or

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(x) request the Owner to sign any and/or all documents and instruments, necessary or proper to carry into effect any of the powers and authorities hereby given; and to do all such acts, deeds and things that may be necessary to the above.

## 13. TERMINATION

- 13.1 It is agreed by and between the parties herein that based on the representations and warranties made by the parties, the Developer shall invest substantial amounts of money by way of construction costs. The parties therefore acknowledge that termination shall be invoked only in extreme situations.
- 13.2 The parties further agree that termination shall be invoked only by the party shown below and on the happening of the following:
  - mutually by both the parties, in the event of a Force Majeure event as defined hereinabove occurring, pursuant to which, there is interruption in the development of the Project beyond a period of 6 (six) months;
  - (ii) mutually by both the parties, in the event of failure of to obtain plan approval;
  - (iii) By the Developer, in the event of any dispute arising out of defect in title of the said Land, leading to any injunction/court order restricting the construction on the said Land, or pursuant to which, there is interruption of the Project beyond a period of 6 (six) months;
  - (iv) By the Owner, in the event of failure by the Developer (other than on account of Force Majeure) to complete the Project within the agreed time or any Extended Period.

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- 13.3 The effects of termination by a party on the happening of any of the above events shall be as follow:
  - (A) In the event of a Force Majeure event occurring pursuant to which there is interruption of the project beyond a period of 6 (six months):
  - (i) The parties shall wait for a further period of 15 days from the date of notification by the Developer of such Force Majeure event and interruption of the Project to examine the viability of proceedings further with the Project;
  - (ii) During the above said period of 6 months and 15 days, the parties shall endeavor to minimize the hindrance or prevention of such Force Majeure event. If at the end of the period of 6 months and 15 days as stated above, if the parties feel that the Project cannot be viably completed without incurring losses, then by mutual consent, one of the following courses of action shall be adopted by the parties:
  - (a) the Developer and the Owner shall each have the option, but not the obligation to buy out the other's interest in the said Land and the constructions already completed thereon; at a fair market value. For this purpose, the fair market value of each party's interest shall be determined by an independent third party valuer mutually agreed, based on the value of contributions made by each party until that time, namely the value of the said Land contributed by the Owner (without reducing from such value, any amount secured by a mortgage or charge on the said Land) and the value of constructions and other improvements contributed by the Developer using its own funds and sources (after deducting all loans raised on the security of a mortgage or charge on the said Land).
  - (b) The parties may mutually sell out their respective interest in the Project, including the said Land and all constructions and improvements thereon, on "as is where is basis" to a third party

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and alongwith all encumbrances and liabilities on or of the said Land and the Project, in which event, the proceeds arising therefrom, shall be dealt with in the manner provided in Article 13.4 hereunder;

- (c) The parties may divide the Project (excluding portions thereof already contracted to any third parties) among themselves on mutually agreeable terms and based on a fair market value of their respective contribution.
- (B) In the event of failure of Plan Approval:
- (i) The parties shall wait for a period of 4(four) months from the date of notification in the event of failure of Plan Approval, during which time, they shall mutually make all endeavors to get the necessary permissions, clarifications and confirmation with regard to getting the Plan Approval;
- (ii) If, at the end of the said period of 4(four) months, the plan Approval is still not forthcoming, due to which, the Developer cannot commence construction and the parties feel that the Project cannot be viably completed without incurring losses, then the parties may mutually terminate this Agreement. In that event, the Developer will be entitled to recover and receive from the Owner, the amounts in the manner as under:
  - (a) The Developer shall demand by notice to the Owner the reimbursement of the entire cost paid to the Owner or the balance thereof then remaining due.
  - (b) The Owner shall repay within a period of 1 month of such notice, the entire cost or the balance thereof then remaining due, after adjusting against the same and reducing therefrom the amounts, if any, expended until then by the Owner towards the Project.

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- (C) In the event of any dispute arising out of the defect in title of the said Land leading to any injunction/court order restricting the construction on the said Land and pursuant to which there is interruption of the Project beyond a period of 6 (six) months;
- (i) the Owner shall undertake utmost diligence and effort to get such injunction/court order vacated within the next 4 months;
- (ii) In the event that such injunction/restrictive order is not vacated within the above said 4 months, then the Developer shall have the right to terminate this Agreement.
- (iii) If such termination is prior to Plan Approval or commencement of construction on the Project, the Developer shall be entitled to recover and receive from the Owner, the entire cost paid to the Owner or the balance thereof then remaining due, after the adjustment and in the manner specified in sub clauses(a) and (b) of Article 13.B(ii) above.
- (iv) If such termination is after commencement of the Project and constructions on the said Land, the parties will adopt one of the alternatives specified in sub clauses (a), (b) and (c) of clause (A) of Article 13.3 above.
- (D) In the event of failure by the Developer (other than on account of Force Majeure) to complete the Project within the agreed time or any Extended Period:
- (i) the Owner shall issue notice to the Developer and wait for a period of 4 (four) months, during which time, the Developer shall endeavor to get the Project completed.
- (ii) If, at the end of the said period 4 (four) months, the Project is still not completed, the owner shall have the right to forthwith terminate this Agreement. In that event, the Parties will adopt one of the alternatives specified in sub clauses (a), (b) and (c) of clause (A) of this Article 13.3 above.

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## 14. MISCELLANEOUS

14.1 Each party shall bear and pay their own respective legal, accounting and other fees and charges for all professionals appointed by them respectively.

14.2 It is clearly understood between the parties that they have entered into an agreement for the development of the land with respect to their separate responsibilities and liabilities and it does not deems to be a partnership between the parties and that in no circumstance this agreement should construed to be an unincorporated joint venture between the parties. Further it is understood between the Parties that the Owner does not have any right to influence any decision of the developer with respect to development of the said Project.

#### 15. INDEMNITY

- 15.1 The Owner and the Developer hereby undertake to indemnify and keep indemnified each other from and against any claims, liabilities and proceedings arising from or related to any breach of their respective duties and obligations under this Agreement, including without limitation, any claim, penalty, charge, proceeding or restrictive order which may arise on account of the non compliance of statutory requirement for non payments of taxes, levies, duties, service tax etc or any other actions or inactions which may have the potential of rendering the transaction envisaged under this Agreement void or voidable or otherwise incapable of being implemented.
- 15.2 Subject to the provisions of this Agreement, each of the parties ("Indemnifying Party") agrees and undertakes to hold the other party ("Indemnified Party") harmless and keep the indemnified party fully

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indemnified, saved, defended and harmless from and against all suits, actions, proceedings and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the Indemnified party may bear, incur or suffer, and/or which may be made, levied or imposed on the indemnified party and/or claimed from the indemnified party, due to, or by reason or virtue of, any of the declarations or representations made by the indemnifying party in this Agreement being found to be false, untrue and/or misleading in any manner whatsoever and/or breach by the indemnifying party of its obligations, covenants and undertakings under this Agreement and/or the indemnifying party having suppressed or concealed any material facts from the indemnified party and/or any default, breach, non-compliance, non-observance and/or non-performance of any of the terms, conditions, covenants, stipulations or provisions hereof by the indemnifying party and/or any suits, actions, proceedings and all costs, charges, expenses, claim, penalty, fines, losses, damages, liabilities, claims and demands which the indemnified party may bear, incur or suffer and/or which may be made, levied or imposed on the indemnified party, and/or claimed from the indemnified party by any authority, due to any act, deed, matter, thing, omission, commission or action on the part of the indemnified party.

- 15.3 Without prejudice to the generality of the foregoing, it is expressly agreed, that:
  - (i) the Owner shall at all times indemnify the Developer and keep it indemnified, saved, defended and harmless from and against all the liabilities, suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, stamp duty, prosecutions, losses, damages, liabilities, claims and demands which may be made, levied or imposed on the Developer and/or claims

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- received by the Developer in respect of the said Land which are arising out of any latent and legitimate defect in title which results in stoppage of construction; and
- (ii) The Developer shall at all times indemnify the Owner and keep it indemnified, saved, defended and harmless from and against all the liabilities, suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, stamp duty, prosecutions, losses, damages, liabilities, claims and demands which may be made, levied or imposed on the Owner pertaining to the Development of the said Land and/or the Project and all Construction Overhead/Project Costs in respect thereof.

## 16. AMENDMENTS

This Agreement may be amended and or supplemented only by a separate agreement signed by duly authorized representative of both parties referring to this Agreement and identifying the agreed amendments. In such case the amendment or supplemental agreement shall be read conjointly to this Agreement and shall also be co-terminus with this Agreement.

## 17. SEVERABILITY

Should any part of this Agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portions of this Agreement shall not be prejudiced and shall continue in full force and affect. However, if the invalidity or unenforceability of any provision materially alters the original intention of the parties or the balance of interests of the parties, the parties shall negotiate in good faith new provisions to restore their original intention/balance of interest.

#### 18. ASSIGNMENT

The Developer shall be entitled, with the prior written consent of the Owner to assign and/or transfer by way of novation: (i) the entire rights and/or

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benefits granted to it herein, or (ii) a part of the rights and/or benefits granted herein or (iii) its rights and/or bonofits in respect of the whole or any specific portion/s of the said Land and/or (iv) the rights and/or benefits in respect of any specific proposed built-up area and/or other development potential in respect of the said Land, to any affiliate/subsidiary/holding company upon such terms and conditions and for such consideration and/or other benefits as the Developer and the Owner may jointly deem fit. In such case, the Owner shall be bound and liable to recognize such assignee(s) and transferee(s) and transferee(s) of the Developer and the developer shall likewise be bound by the terms, conditions and provisions of this Agreement and all documents related and incidental to the same. The Developer shall cause such assignee(s) and transferee(s) to execute undertaking(s) and/or other necessary documents, confirming that the assignee(s) and transferee(s) shall be bound by and will perform and comply with the terms, conditions and provisions of this Agreement and all documents related and incidental to the same, to the extent and in the manner required by the Owner.

#### 19. DISPUTE RESOLUTION

Any dispute, violation, controversy, contest or claim arising out of or relating to this Agreement or the breach, termination or validity thereof (hereinafter the "Disputes") shall be resolved amicably in the first instance. The Parties agree to meet to resolve such dispute in good faith. Should such a solution not be reached, within [30] days from the date of commencement of the dispute, difference or disagreement or such longer period of time as may be mutually agreed by the Parties in writing, such dispute, difference or disagreement shall be referred to Arbitration and shall be finally resolved through arbitration conducted by a tribunal of three arbitrators, with the right of each party to appoint an arbitrator, who in turn will appoint a Presiding Arbitrator. The Presiding Arbitrator shall pass a speaking award. Any order/directions/awards of the majority of the tribunal shall be final and

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binding on both the parties. The arbitration proceedings shall be in accordance with the Indian Arbitration and Conciliation Act 1996 and Rules there under as at present in force. The seat of arbitration shall be Delhi, India. The arbitration shall be administered in accordance with its practice, rules and regulations. If the award passed in the Arbitration proceeding is not acceptable to any of the Party, then the Party is free to approach the appropriate court of law as agreed herein below. This Agreement shall be construed in accordance with and governed by the laws of India without giving effect to their conflict of laws principles or rules. The courts at Delhi shall have exclusive Jurisdiction.

#### 20. GOVERNING LAW

This agreement shall be governed by the laws of India.

#### 21. NOTICES

All notices requests or other communications required or permitted under this Agreement shall be in writing and shall be given by personal delivery or dispatched by courier, registered post, under certificate of posting, or sent by e-mail or fax, to the addresses given in this Agreement.

Unless another address has been specified by a party hereto by written notice thereof to the other party, any notice or other communication given or made pursuant to the other party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received: (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is seven(7) days after the mailing thereof, and (iii) in the case of a email and fax, on the date of dispatch thereof.

#### 22. DISCLOSURE

Except as to and to the extent required by law or judicial or administrative or to arrange financing for or professional assistance in connection with the

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Development of the said Land, without the prior written consent of the other party, neither the Owner nor the Developer or any person representing them, shall, directly or indirectly, make any public comment, statement or communication with respect to or otherwise disclose or permit the disclosure of, the existence of discussions regarding the possible Development and/or sale of the said Premises or any of the terms, conditions or other aspects of this Agreement or of the terms, conditions or other aspects of this Agreement or of any suplimentary agreements or documents.

It is further agreed that the Owner shall not, without the prior consent of the Developer give any information to any media/TV channels, Radio Channel, press conference and news paper etc in respect of the Project.

Neither Party shall use the name and/or logo of the other party or represent by any means whatsoever (including, but not restricted to publicity materials, advertisements, etc.) that they are associated with or have any arrangement whatsoever with the other party in any of the present or future projects relating to or concerning any property/land/venture/business etc, without the prior consent of the other party.

All copyrights, trademarks, patents, intellectual property rights existing or applied for by the Developer or granted to the Developer in connection with the Project shall remain the exclusive property of the Developer.

## 23. WAIVER

No failure on the part of either party to exercise and no delay in exercising, any rights hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.

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For CHD Developer s Ltd.

Authorised Signator

IN WITNESS WHEREOF the parties have set their hands to this Agreement on day, month and year first above mentioned in the presence of the following witnesses.

## SIGNED AND DELIVERED BY

(Authorized Signatory)

For CHD Developers Ltd.
For M/s. CHD Developers Ltd.
Authorised Signatory

(Authorized Signatory)

WITNESSES:

1. If (Chhofe Lal)

Sho Lali Sh. Nagender Masad

SF-16-17, F. F., Bhi/Caji Cama Bhawan,

2. 11, Bhi/Capi Cama Place,

New Delhi-110066

(Minding (AJA) SINGH)

Sho Sh. Jaydinh Pansad.

# 91, UGF, Gurun Angad Nugan

Laumi Nayar, New Olhi-92.

#### ANNEXURE - A

## THE PROJECT LAND

Khewat No. 219 to 227, 230, 231 and 345, Khata No. 278-286, 289, 290 and 432 forming part of Rect. No. 45 Killa Nos 14/2(5-6), 16(8-0), 17(8-0), 18(8-0), 24(6-12), 25 (7-2), 31(0-10), 22(8-0), 23(8-0), 21/2/1(3-14), 21/2/3/1(1-5), 21/2/2(0-6), 21/2/3/2 (0-0), Rect. No 48, Killa Nos. 1/1(0-8), 1/2/2/1 (0-5), 1/2/1(3-6), 10/1/1(04), 10/2(6-0), 2/1/1/2/1(1-0), 1/2/3/2(0-6), 10/1/2/3/2 (0-5), 9/2/2/1(1-1), 10/1/2/5(0-19), 9/2/3(1-14), 9/2/2/2(1-1), 10/1/2/3/1(0-5), 1/2/4/2 (0-10), 2/1/3/1(1-13), 9/2/1(0-10), 1/2/3/3(0-10), 2/1/1/2/2(1-2), 1/2/2/2(0-2), 2/1/2(0-3), 26/1(0-13), 2/1/1/1(0-1), 2/1/3/2(02), 1/2/3/1(0-5), 10/1/2/4(0-2), 10/1/2/1(0-3), 1/2/2/1(0-0), 1/2/4/1(0-3), 10/1/2/2(0-2), 2/2(2-18), 3(8-0), 26/2(0-7) total measuring 98 kanals 15 marlas (Total 12.34375 acres) situated in revenue estate of Daultabad, Sector – 106, Tehsil and District Gurgaon.

For Empire Realtech Hvt. Ltd

Director

For CHO Developers Ltd.

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