

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 05/02/2024

Certificate No. G0E2024B3039
GRN No. 112524292



Stamp Duty Paid : ₹ 8183000
(Rs. Only)
Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Ild Millennium Pvt Ltd
H.No/Floor : B418 Sector/Ward : Na LandMark : New friends colony
City/Village : New delhi District : New delhi State : Delhi
Phone: 93*****93 Others : Alm infotech city pvt ltd and jubilant malls pvt ltd and goldman malls pvt ltd



Buyer / Second Party Detail

Name : Emperium Infrastructure Pvt Ltd
H.No/Floor : 4 Sector/Ward : Na LandMark : Tolstoy marg
City/Village : New delhi District : New delhi State : Delhi
Phone : 93*****93

Purpose : Development Agreement



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

DEVELOPMENT RIGHTS AGREEMENT

This Development Rights Agreement ("Agreement") is made and executed at Gurgaon on this 12th day of February, 2024 ("Effective Date").

BY AND BETWEEN

ILD Millennium Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at B-418, New Friends Colony, New Delhi - 110025, through its Authorized Signatory Mr. Salman Akbar, duly authorized vide Board Resolution dated 5th February 2024 (hereinafter referred to as the "ILDM", which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators and permitted assigns);

AND

ALM Infotech City Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at B-418, New Friends Colony, New Delhi - 110025, through its Authorized Signatory Mr. Salman Akbar, duly authorized vide Board Resolution dated 5th February 2024 (hereinafter referred to as the "ALM", which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators and permitted assigns);

AND

Jubilant Malls Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at B-418, New Friends Colony, New Delhi - 110025, through its Authorized Signatory Mr. Ram Chander, duly authorized vide Board Resolution dated 5th February 2024



प्रलेख नं:12936

दिनांक:12-02-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील कादीपुर

गांव/शहर सेक्टर

धन संबंधी विवरण

राशि 409100000 रुपये

स्टाम्प ड्यूटी की राशि 8182000 रुपये

स्टाम्प नं : G0E2024B3039

स्टाम्प की राशि 8183000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:112868551

पेस्टिंग शुल्क 0 रुपये

डेफिशियेंसी स्टाम्प
G0L2024B2413

डेफिशियेंसी Grnno: 112870805

डेफिशियेंसी शुल्क: 2729000

Drafted By: C P BHATEJA ADV

Service Charge:0

यह प्रलेख आज दिनांक 12-02-2024 दिन सोमवार समय 1:28:00 PM बजे श्री/श्रीमती /कुमारी
ILD MILLENNIUM PRIVATE LIMITED thru SALMAN AKBAROTHER ALM INFOTECH CITY PRIVATE
LIMITED thru SALMAN AKBAROTHER JUBILANT MALLS PRIVATE LIMITED thru RAM CHANDEROTHER
GOLDMAN MALLS PRIVATE LIMITED thru RAM CHANDEROTHER निवास TOLSTOY MARG DELHI द्वारा
पंजीकरण हेतु प्रस्तुत किया गया।

उप/संबन्धित पंजीवनी अधिकारी (कादीपुर)

हस्ताक्षर प्रस्तुतकर्ता

ILD MILLENNIUM PRIVATE LIMITED ALM INFOTECH CITY PRIVATE LIMITED JUBILANT MALLS PRIVATE
LIMITED GOLDMAN MALLS PRIVATE LIMITED

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी EMPERIUM INFRASTRUCTURE PRIVATE LIMITED thru HARDEEP
SINGHOTHER हाजिर है। प्रतुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SUMIT AGGARWAL पिता YOGESH
AGGARWAL निवासी SEC 48 GGM व श्री/श्रीमती /कुमारी SURENDER पिता HEERA RAM
निवासी GGM ने की।

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



Handwritten signature.

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 12/02/2024

Certificate No. GOL2024B2413

GRN No. 112870805



Stamp Duty Paid : ₹ 2729000

Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Ild Millennium Pvt Ltd

H.No/Floor: B418

City/Village: New delhi

Phone: 70*****21

Sector/Ward: Na

District: Delhi

Others: Alm infotech city pvt ltd and others

LandMark: New friends colony

State: Delhi



Buyer / Second Party Detail

Name: Emperium Infrastructure Pvt Ltd

H.No/Floor: 4

City/Village: New delhi

Phone: 70*****21

Sector/Ward: Na

District: Delhi

LandMark: Tolstoy marg

State: Delhi

Purpose: Development Agreement

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

(hereinafter referred to as the "JMPL", which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators and permitted assigns);

AND

Goldman Malls Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at B-418, New Friends Colony, New Delhi - 110025, through its Authorized Signatory Mr. Ram Chander, duly authorized vide Board Resolution dated 5th February 2024 (hereinafter referred to as the "GMPL", which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators and permitted assigns);

AND

Emperium Infrastructure Private Limited, a company incorporated under the Companies Act, 2013, having its Registered Office at 4, Tolstoy Marg, New Delhi 110001, through its Authorized Signatory Mr. Hardeep Singh, duly authorized vide Board Resolution dated 1st February 2024 (hereinafter referred to as the "Emperium/Developer", which expression shall, unless repugnant to the context, mean and include its legal representatives, executors, administrators, and assigns).

ILDLM and ALM shall hereinafter collectively referred to as the "Companies".

JMPL and GMPL shall hereinafter collectively referred to as the "Land Owners".

The Companies and the Land Owners shall hereinafter collectively referred to as the "First Parties".









पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी
कादीपुर

पेशकर्ता :- thru SALMAN AKBAROTHER ILD MILLENNIUM PRIVATE LIMITED thru
SALMAN AKBAROTHER ALM INFOTECH CITY PRIVATE LIMITED thru RAM
CHANDEROTHER JUBILANT MALLS PRIVATE LIMITED thru RAM CHANDEROTHER
GOLDMAN MALLS PRIVATE LIMITED

दावेदार :- thru HARDEEP SINGH OTHEREMPERIUM INFRASTRUCTURE PRIVATE
LIMITED

गवाह 1 :- SUMIT AGGARWAL

गवाह 2 :- SURENDER

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 12936 आज दिनांक 12-02-2024 को बही नं 1 जिल्द नं 283 के पृष्ठ नं 98.75 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2153 के पृष्ठ संख्या 92 से 96 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 12-02-2024



उप/संयुक्त पंजीयन अधिकारी कादीपुर

The Companies, Land Owners and Developer shall hereinafter be individually referred to as the "Party" and collectively as the "Parties".

WHEREAS:

- A. The First Parties hereby, jointly and severally, represent, warrant, covenant and assure to the Developer that:
- (i) The Land Owners are the sole, legal and absolute owners and have the legal, valid, clear, subsisting, and marketable rights, title, ownership, and interest over the land admeasuring 21.1799 (twenty one point one seven nine nine) acres situated at Sector 37-C, Village Basai, Tehsil and District Gurugram, Haryana ("**Larger Land**") with valid and marketable title. The details of the Larger Land are more particularly set out in **Schedule I** herein;
 - (ii) The Land Owners have granted the development rights over the Larger Land in favour of Companies vide various collaboration agreement/ joint development agreements detailed in **Schedule II** herein (collectively referred to as the "**ALM Development Agreements**"), for construction and development of a group housing project in the name of 'ILD Green' & 'ILD Grand' over the Larger Land ("**Larger Project**");
 - (iii) The Land Owners and Companies have obtained 3 (three) development licenses from the Department of Town and Country Planning, Haryana ("**DTCP**"), bearing nos. 13 of 2008, 96 of 2010 and 118 of 2011 (collectively referred to as the "**Licenses**") for development of the Larger Project over the Larger Land. The said Licenses are valid and subsisting as on the Effective Date;
 - (iv) Thereafter, various other approvals for development and construction of the Larger Project have been obtained by the First Parties including a combined zoning plan bearing no. DRG No. DG,TCP 2971 dated December 28, 2011;
 - (v) The Emperium Project has been registered with the Haryana Real Estate Regulatory Authority ("**HRERA**") vide Registration no.62 of 2017 registering ILD Greens and ILD Grand separately under the provisions of Real Estate (Regulation and Development) Act, 2016 read with the corresponding rules and regulations ("**RERA**"); and granted the registration certificate dated 17.8.2017 bearing no. HRERA(Reg.)518/2017/334 dated 17.8.2017 by the HRERA;
 - (vi) The Companies had availed financial facilities ("**Loan**") from Piramal Capital & Housing Finance Limited("PCHFL") and entered into a settlement agreement dated 18th January, 2020 and created mortgage over the Part of Larger Land including the Emperium Project Land and hypothecation of the receivables arising therefrom. PCHFL under the deed of assignment has transferred by way of assignment, the Loan, including all the rights, title, benefits and interest thereto, along with the Security Interest and the Receivables in relation to the same to Assets Care and Reconstruction Enterprises Limited (acting in capacity of ACRE-133-Trust) ("**Lender**") In relation to the Loan, certain litigations are pending against the First Parties, details whereof are more particularly set out in **Schedule III** (collectively referred to as the "**Litigations**");
 - (vii) The First Parties along with Emperium had filed an application E.APPL.(OS) 1363/2023 at the High Court of Delhi in the matter OMP(ENF.) (COMM.) 121/2020 titled Assets Care and Reconstruction Enterprises Limited Vs/ International Land



Developers & Others and vide order dated 18.10.2023 the lender has submitted it's No Objection to the terms and mechanism proposed in the said application subject to compliance with the conditions specified therein.

- (viii) The Larger Project *inter alia* comprises of 10 (ten) residential towers along with economic weaker section ("EWS") block, community block, shopping complex, nursery school and basement area as set out in the sanctioned layout plan of the Larger Project issued by the DTCP vide memo bearing no. SE(HQ)460 dated 5.9.2014 ("Layout Plan");
- (ix) Out of the total 10 (ten) residential towers proposed to be constructed in the Larger Project, the construction and development of 5 (five) towers i.e. Tower 3, 4, 5, 6 and 7 have been completed and occupation certificates have been obtained in this regard by the DTCP vide letters (i) bearing no. ZP 370/SD(BS)/2016/22931 dated October 21, 2016 for Towers 3,4 & EWS, (ii) bearing no. ZP 370 Vol-II/SD(BS)/2017/32759 dated December 19, 2017 for Tower 5 & EWS, and (iii) bearing no. ZP 370 Vol IV/AD(RA)/2021/15763 dated July 02, 2021 for Towers 6,7 & EWS.
- (x) The list of approvals, consents and sanctioned obtained by the First Parties for the Larger Project are listed and detailed in **Schedule IV** hereto ("**Approvals**"). The term "Approvals" shall also include any other approvals/ sanctions/ permissions obtained by the Developer in respect of the Project and, or the Emperium Project Land during the course of construction and development of the Project;
- B. The First Parties and the Developer entered into an MOU dated 14th June 2023 for grant of Development Rights (*as defined hereinafter*) in relation to the land admeasuring 3.788 (three point seven eight eight) acres on which the Tower 1 is proposed ("**Emperium Project Land**") and plan annexed herewith as Schedule-V and takeover the development of Tower 1 forming part of the Larger Project comprising of total FSI of 25,690.45 (twenty five thousand six hundred ninety point four five) square meters ("**Emperium Project FSI**"); with population density of 300 persons per acre; ground coverage of 1471.66 (one thousand four hundred seventy one point six square meters) ("**Emperium Project Ground Coverage**") to be entirely utilized on the Emperium Project Land, forming part of the Larger Land (collectively referred to as the "**Emperium Project**") as per the approved Layout Plan, including but not limited to the rights to design, develop, construct, market, advertise, book, launch, sell, dispose and monetize the Project on the Project Land by utilizing the Emperium Project Land, Emperium Project FSI and the Project Ground Coverage. The Project Land is more fully detailed and the Project is more particularly demarcated in the Layout Plan annexed herewith as **Schedule VI**;
- C. In order to settle the Litigations, the Parties have approached the Hon'ble Delhi High Court with a proposal for transfer of the Development Rights in respect of the Project in favor of the Developer. Hon'ble Delhi High Court vide its order dated October 18, 2023 passed in the matter titled Assets Care & Reconstruction Enterprise Limited Vs. International Developers Private Limited & Ors. ("**Order**") allowed the Developer to take over the Development Rights of the Project from the First Parties; It is further clarified that the Lender shall have first and exclusive charge over the Emperium Project Land and the charge would be released on payment of consideration as mentioned in Clause 9 of this Development Agreement

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 RECEIPT AND ADEQUACY



OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE IRREVOCABLY LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION.

1.1. Definitions.

For the purposes of this Agreement, in addition to the terms defined in the introduction to this Agreement, whenever used in this Agreement, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

- (a) "Agreement" and "this Agreement" means this Agreement and all attached annexures, schedules, exhibits and instruments supplemental to or amending, modifying or confirming this Agreement in accordance with the provisions of this Agreement;
- (b) "Applicable Law" or "Applicable Laws" shall mean all statutes, applicable acts, laws, by-laws, rules, regulations, orders, ordinances, guidelines, notices, notifications, policies, directions, judgments, decrees or other requirements, restrictions, authorization, order or official directive, codes, permit, decree, injunctions, writs or orders of any court of record having the force of law, or any interpretation of any of the foregoing by any of Governmental Authority(ies) (as defined hereinafter) or Person acting under the authority of any Governmental Authority(ies) and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter, and shall include any re-enactment, substitution or amendment thereof, as may be in force and effect during the subsistence of this Agreement and time to time or thereafter, including without limitation, the RERA (as defined hereinafter);
- (c) "Approval(s)" shall have the meaning ascribed to the term in Recitals;
- (d) "Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include any modification and/or statutory re-enactment thereof;
- (e) "BIP Policy" means the policy notified by Government of Haryana vide memo no. PF-51A/2015/2708 dated February 18, 2015, titled as "Policy Parameters for allowing change in beneficial interest, viz. change in developer; assignment of joint development rights and, or, marketing rights, etc. in a license granted under Act no. 8 of 1975" along with all its amendments and modifications issued with respect thereof, from time to time;
- (f) "Development Rights" means the irrevocable exclusive rights planning, designing, development, construction, launch, monetization, operation, management and like of the Emperium Project Land, Emperium Project, Emperium Project Ground Coverage, Emperium Project FSI and the Development & Marketing rights in the Emperium Project Land along with absolute, unfettered rights in all building, construction, structures on the Emperium Project Land, whether existing or to be constructed in accordance with Applicable Laws, along with all development and marketing rights in the Emperium Project FSI, Emperium Project Ground Coverage along with right to monetize, easements rights and privileges appurtenant thereto, including any and all rights, entitlements, privileges, attached to the Emperium Project Land, Licenses, Emperium Project FSI, right of way and access, easements, whatsoever, and with all fixtures, fittings, facilities, amenities, waterways, drains, electricity and sewer connections, etc. free from all Encumbrances (as defined hereinafter), save and except lender's charge encroachments, hindrances, restrictions, disturbances, attachments, liability, legal defect, lis-pendens claims, disputes including any possession disputes, litigations of any nature whatsoever and shall, include (but not be limited to), *inter alia*, the absolute right, power, entitlement, authority, sanction and permission.



- (g) **"Developer Share"** shall have the meaning ascribed to such term in Clause 10;
- (h) **"Encumbrance(s)"/ "Encumber"** means any lien, court injunction, lis-pendens, lease, partition, unauthorized occupancy, power of attorney, third party rights, memorandum of understanding, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, litigations, proceedings, disputes, arbitration, stay, injunction, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;
- (i) **"FSI"** means the floor space index;
- (j) **"Force Majeure"** means any event beyond the reasonable control of a Party, limited to war, civil war, armed conflict (whether, in all cases declared or undeclared and including the serious threat of same), invasion and acts of foreign enemies, riots, sabotage, blockades and embargoes, civil unrest, commotion or rebellion, any act or credible threat of terrorism; any act of God, nuclear, chemical or biological contamination or explosion, plague, outbreak of epidemic or pandemic; lockdowns, lock-outs, action by Pollution control Board due to default of First Parties, GRAP, NGT, injunction by any Court impacting construction for reasons not attributable to a default by the Developer, regarding Emperium Project Land
- (k) **"Governmental Authority"** means 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 and development of the Larger Project/ Project and the Larger Project Land/ Project Land;
- (l) **"First Parties Share"** shall have the meaning ascribed to such term in Clause 10.1;
- (m) **"Law(s)" or "Applicable Law(s)"** means all applicable laws, by-laws, rules, regulations, orders, ordinances, 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, and specifically including, RERA (*as defined hereinafter*), whether in effect on the date hereof or thereafter;
- (n) **"Lender"** shall have the meaning ascribed to such term in Recitals;
- (o) **"Loan"** shall have the meaning ascribed to such term in Recitals;
- (p) **"Larger Project"** shall have the meaning ascribed to such term in Recitals;
- (q) **"Larger Project Land"** shall have the meaning ascribed to such term in Recitals;
- (r) **"Person(s)"** means any natural person, individual, sole proprietorship, association (whether incorporated or un-incorporated), body corporate, corporation, partnership (whether limited or un-limited), limited or unlimited liability company, hindu undivided family, trust, society,



union, association, joint venture, Governmental Authority or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws;

- (s) "Emperium Project" shall have the meaning ascribed to such term in Recitals;
- (t) "Emperium Project Land" shall have the meaning ascribed to such term in Recitals;
- (u) "RERA" means Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder, as amended from time to time;
- (v) "Security Deposit" shall have the meaning ascribed to such term in Clause 9.

2. GRANT OF DEVELOPMENT RIGHTS.

- 2.1. The First Parties hereby irrevocably, grant and assign in favour of the Developer, and Developer hereby acquires from the First Parties, the exclusive Development Rights with respect to the Emperium Project and the Emperium Project Land along with all rights, entitlements, benefits, interests appurtenant thereto, free from any and all Encumbrances save and except for the Lender's charge on the Emperium Project Land and Emperium Project, and the right to plan, design, develop and construct, operate, manage and like of the Emperium Project, and to market, sell, launch, convey, transfer, lease, license, dispose, monetize, operate and manage the units/ areas forming part of the Developer Share. The Parties agree that, hereinafter the Development Rights, irrevocably and exclusively vest in the Developer, and the Developer has the irrevocable rights to deal with the same as per this Agreement.
- 2.2. The Parties hereby agree and undertake not to disturb, interfere with or interrupt each other in the development and construction activities to be carried out by both the parties on their respective share on the larger project, and, or, commit any act or omission that may result in stoppage or delay or any hindrance of, or are detrimental to, jeopardizes the development and construction to be undertaken on the larger project.
- 2.3. The First Parties agree, undertake and confirm that on and from the Effective Date, the First Parties have handed over the peaceful, physical and exclusive possession of the Emperium Project Land to the Developer on as is where is basis along with the demarcation at site in the presence of the Developer or its authorized, more particularly marked/ highlighted in the Basement Drawing & Project Layout Drawing annexed herewith as Schedule No XIa & XIb for carrying out the construction and development of the Emperium Project. The Developer shall have the exclusive possession of the Emperium Project Land and shall be absolutely entitled to continue with it and grant access to its affiliates, associates, development managers, project managers, nominees, agents, architects, consultants, representatives, contractors, subsidiary, etc. for undertaking the development and construction of the Project on the Emperium Project Land.
- 2.4. The Developer has entered into this Agreement on the representations of the First Parties that the Project Land is eligible for, and the Developer has right to develop the Emperium Project FSI i.e., 25,690.45 (twenty five thousand six hundred ninety point four five) square meters by utilizing the Project Ground Coverage i.e., 1471.66 (one thousand four hundred seventy one point six six) square meters.

3. BIP APPROVAL.

- 3.1. The First Parties have obtained in-principal approval for assignment of Development Rights & Marketing Rights of Tower-I dated 26 December 2023 bearing Memo No. LC-1387/Asstt(RK)/2023/43406 from the DTCP under the BIP Policy, to enable the Developer to undertake construction and development of the Project and to exercise the Development



Rights as per the terms hereof. In-principle approval order of DTCP for change of beneficial interest as per BIP Policy is more particularly set forth in this agreement as Schedule VII.

- 3.2. The Developer shall obtain the BIP Approval as per the BIP Policy and in terms of the said Order. The Parties hereby agree that all amount, cost, expenses, charges, etc., required to be paid for obtaining the BIP Approval shall be borne equally between the First Parties and the Developer.
- 3.3. It is hereby clarified that any conditions as set out in the in-principle Approval with respect to making payment of any outstanding dues shall be fulfilled by the First Parties. It is hereby further clarified that any condition with respect to execution/ submission of any documents for obtaining final BIP approval shall be fulfilled by First Parties and Prospective Developer as applicable on them. The administrative charges payable to DTCP for obtaining the BIP approval shall be shared equally between First Parties and the Developer.

4. COMMON FACILITIES, PARKING SPACES AND CLUB.

- 4.1. The Project forms part of the Larger Project on which certain common amenities and facilities such as community center, club, sewage treatment plant, external electrification as defined in the Electrification Plan, under ground water tank etc. shall be developed by the First Parties at their own cost and expense ("Common Facilities"). The First Parties hereby agree and acknowledge that the Developer including the allottees/ occupants of the Developer Share shall be entitled and have the right to use, utilize and avail the said Common Facilities subject to payment of maintenance charges as and when decided, without any demur, cavil or restrictions from the First Parties or any third parties on their behalf or any maintenance agency or their customers or occupants in the Larger Project.
- 4.2. The Developer shall be responsible for depositing on proportionate basis the below Bank Guarantee or Performance Security or payment required for consumption of Electricity Charges, Labor Cess, Property Tax or any other charge or tax related to the Emperium Project and levied on the Developers Share. The estimated value of the Proportionate Bank Guarantee are given below-
- 4.2.1. Advance Consumption Deposit- Rs.9,63,000 (Rupees Nine Lac Sixty Three Thousand Only)
- 4.2.2. Internal Electrical Infrastructure- Rs.85,45,000 (Rupees Eighty Five Lac Forty Five Thousand Only)
- 4.2.3. Internal Development Works-Rs.69,54,000 (Rupees Sixty Nine Lac Fifty Four Thousand Only)
- 4.3. The First Parties hereby represent that the Larger Project and the Emperium Project shall have a common basement consisting of certain services and 1813 nos. of car parking spaces ("Car Parking") (collectively "Basement Services"). The First Parties hereby agree and acknowledge that the Developer shall be entitled and have the right to use the Basement Services. The Developer shall have absolute and exclusive right, interest and entitlement to 157 nos. of car parking spaces out of the Car Parking in the Basement, which are marked in [red] color in Schedule X hereto. Additionally, the Developer shall also be entitled to 77 nos. of open car parking spaces at Ground Floor of the Larger Project which are marked in [green] color in Schedule X hereto (collectively "Developer's Car Parking"). It is hereby clarified that neither the Developer nor the purchasers/ allottees/ occupants of the Developer Share shall be liable or obligated to pay any charges/ amount/ fees, of any nature, whatsoever, to the First Parties or any person on their behalf or any maintenance agency for the aforesaid Developer's Car Parking. The Developer shall be entitled and have the right to allot, utilize, monetize and dispose of the Developer's Car Parking as per its sole discretion without any



interference or protest or restriction from the First Parties or any third parties on their behalf or any maintenance agency or their customers or occupants.

- 4.4. The First Parties further represent that the Larger Project shall have a club to be constructed and developed by the First Parties as per the Applicable Laws. The First Parties hereby agree and acknowledge that the purchasers/ allottees of the Developer Share shall be entitled and have the right to become members of the said club without payment of any club membership fees, in this regard.

5. REPRESENTATIONS AND WARRANTIES OF THE FIRST PARTIES.

- 5.1. The First Parties hereby jointly and severally, represent and warrant to the Developer:

- (a) That the Land Owners possess clear, marketable, unfettered, absolute and unrestricted rights, title, ownership and interest in the Emperium Project Land and the Development Rights save and except for the Lender's charge on the Emperium Project Land and Emperium Project.
- (b) That all the due and amounts payable to DTCP in respect of the said Licenses, including the dues towards external development charges (EDC), internal development charges (IDC), internal development works (IDW) etc. have been fully paid as per the demands raised by the DTCP. The First Parties hereby assures that if any outstanding amount including EDC, IDC etc. and interest thereon, is payable in respect of the said Licenses, then the same shall be paid by the First Parties out of their own resources. It is further clarified that if by any Order of the Government or the Courts the EDC or IDC charges are enhanced, such enhanced charges shall be paid by the Developer in proportion to Emperium's share in the saleable area of the Larger Project. It is further clarified that the Developer shall have no claim or interest over the Enhanced EDC Charges deposited (but stayed by Courts) by the First Parties.
- (c) That the Emperium Project Land is suitable for the construction and development of the Project as per the Approvals in accordance with the Applicable Laws.
- (d) That the Emperium Project Land, Development Rights, Emperium Project FSI and Project Ground Coverage are free from any and all Encumbrances of any nature whatsoever, except for the Loan and the pending Case at High Court of Delhi i.e. OMP(ENF.) (COMM.) 121/2020 titled Assets Care and Reconstruction Enterprises Limited Vs/ International Land Developers & Others.
- (e) That all taxes, duties, cess, levies, penalties, cost and expenses, damages, etc. levied by or payable to any Governmental Authority or any municipal or other authority relating to the Emperium Project Land, Project and Development Rights have been duly paid till the Effective Date. The First Parties hereby agree to continue making the payment of the aforesaid taxes, duties, cess, etc. till the BIP Approval and thereafter the same shall be borne and paid by the Developer.
- (f) That the consideration mentioned in all the title deeds pertaining to the Project Land have been duly paid and no amount is outstanding or due to be paid to any of the erstwhile land owners of the Project Land. All antecedent title deeds pertaining to the Project Land are duly registered and stamped at the correct valuation of the Project Land as required under the Applicable Law.
- (g) That is the list of title documents relating to the Project Land set forth in the **Schedule VIII** of this Agreement.



- (h) That there are no surviving rights, claims, demand, dues, entitlements or obligations of any nature whatsoever pertaining to the Project Land save & except to the Lender's charge on the Emperium Project Land and Emperium Project.
- (i) That there are no circumstances which exist that would restrict or terminate the continued occupation, use and enjoyment of the Emperium Project Land by the Developer. There are no acts or omissions on the part of the Parties including without limitation: (i) any non-payment or delayed payment of any statutory dues; and (ii) any modification in the usage of the Emperium Project Land and, or, any act or omission which in any manner interferes with or otherwise adversely affects or may affect the rights of the Developer to use and occupy the Emperium Project Land.
- (j) Simultaneously with the execution of this Agreement, the First Parties hereby suitably assign the power of attorneys, authority and agreement in favor of the Developer and hereby confirms that no other person or company has the right to deal with the Emperium Project Land or any part thereof or the Development Rights for any purpose whatsoever subject to clearance of the Lender's charge on the Emperium Project Land and Emperium Project..
- (k) That with the execution of this Agreement, the First Parties are have transferred the Development Rights in terms of this agreement and that Developer has the absolute right to transfer, assign, , grant, Encumber, charge, mortgage, monetize, alienate the areas/apartments/units of the Emperium's area Share on the Emperium Project land as per the terms hereof and for exercising the Development Rights to any Person at such terms and conditions as it deems fit and proper, at its sole discretion, and deal with the Emperium Project Land in this regard in any manner whatsoever without any interference and hindrance from the first parties, subject to and as per terms herein and satisfaction of Lenders Charge.
- (l) No permission of the assessing officer of the Income Tax Department under the Section 281 of the Income Tax Act, 1961 is required in connection transaction set forth in this Agreement.
- (m) That except for the Litigations, there have not been and there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against or with respect to the Emperium Project Land . In the event, if it is later found that the Emperium Project Land is under any dispute of any nature whatsoever, the First Parties undertake to keep and hold the Developer indemnified and harmless from all losses, damages, costs and expenses suffered and, or, incurred by the Developer.
- (n) That the Approvals are valid and subsisting as on the Effective Date. The First Parties have not committed any default or breach of the terms of the said Approvals. The Developer shall be entitled to construct and develop the Project basis the said Approvals.
- (o) That except for the ALM Development Agreements, the First Parties have not entered into any agreement or arrangement with any Person for disposing of or dealing with the Emperium Project Land , Project and the Development Rights any part thereof save & except to the Lender's charge on the Emperium Project Land and Emperium Project.
- (p) That as on the Effective Date, all benefits, rights, entitlement and interest of any nature of the Companies in the Emperium Project, shall stand transferred and vested in the



Developer. The First Parties shall be entitled to First Party Share and shall not claim any other benefits, rights, entitlement and interest in the Emperium Project Land and the Emperium Project.

- (q) That as on the effective date there are no payments that are due and payable under any Approvals including the Licenses and the zoning plan to any other Governmental Authority in relation to the Emperium Project Land , Project and the Development Rights.
- (r) That any liability on the Emperium Project Land / Project/ Development Rights relating to the period prior to the BIP Approval, shall be the responsibility of the First Parties, subject to Clause 9.1 of this Development Agreement
- (s) That any past amounts, liabilities, penalties, charges, damages towards any contractors/ vendors/ suppliers/ in the Project shall be borne and paid by the First Parties. Further, any amounts, liabilities, penalties, charges, damages towards any area which is sold/ allotted/ transferred by the First Parties, prior to grant of BIP Approval, in the Project, including any penalty imposed by RERA, shall be borne and paid by the First Parties.

6. OBLIGATIONS OF THE FIRST PARTIES.

- 6.1. The First Parties shall be obligated to maintain and keep the Approvals including the Licenses valid, subsisting and renewed as per the applicable laws and the cost for all future approvals and renewals shall be borne proportionately to the area between the First Parties and the Developer in proportion to the Larger Emperium Project and the Project.
- 6.2. The First Parties undertake and shall ensure the compliance of all the conditions of the applicable laws and the common Approvals of the mperium Project and the Larger Project. The Developer shall have absolute, un-obstructed and unconditional right to develop, construct, launch, brand, sell and monetize the Emperium Project on the Emperium Project Land .
- 6.3. Notwithstanding anything contained hereunder, in no manner, whatsoever, the First Parties shall not create or cause to create any hindrance in the Emperium Project; and in the event, the Developer is deprived or restricted from entering the Emperium Project Land and, or is not able to develop and construct the Project, the First Parties shall keep the Developer indemnified in this regard for all damages that the Developer may incur due to the same, of any nature, whatsoever.
- 6.4. The First Parties shall not: (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the Emperium Project Land, in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the Emperium Project Land (or any rights or entitlements, including any Development Rights in the Emperium Project Land), in any manner whatsoever with any other Person; and (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the Emperium Project Land .
- 6.5. The First Parties shall not, directly or indirectly, or through any Person, acting under or through them, do, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Development Rights by the Developer, and, or, (ii) whereby, the sale, transfer, conveyance of the units of the Project or grant and assignment of the Development Rights or the rights of the Developer Emperium in respect of the Emperium Project Land are prejudicially affected.



- 6.6. All expenses and costs for obtaining Approvals from the concerned Governmental Authorities for the sale, transfer, assignment, conveyance and grant of the Development Rights in favour of the Developer, shall be borne equally between the Parties. The cost of stamp duty and registration charges with respect to the Development Agreements and Power of Attorney shall be borne by the Developer.
- 6.7. The First Parties shall render all assistance and cooperation to the Developer in obtaining the requisite approvals, if any, required by the Developer for undertaking construction and development of the Emperium Project on the Emperium Project Land.
- 6.8. The Parties recognize that the Developer shall be investing substantial money and incurring substantial expenditure in connection with the construction of the Emperium Project and the First Parties hereby agree that they shall not restrain, object to or do any act which hinders the Developer from carrying out the construction of the Emperium Project in any manner whatsoever.
- 6.9. Simultaneously with the execution of this Agreement, the First Parties are executing irrevocable general power of attorney ("GPA") in favor of the Developer, to enable the Developer to apply for all regulatory Approvals, licenses, sanctions and no objections, required for the construction and development of the Emperium Project, to deal with the Developer Share including marketing, transfer, receiving consideration in its own name as per the terms hereof, and to do all acts, deeds, matter and things for the Emperium Project and the Emperium Project Land as per the terms of this Agreement.
- 6.10. The First Parties do hereby acknowledge that the GPA is granted for consideration, the receipt and sufficiency of which is acknowledged hereby and is irrevocable and shall be governed by the provisions of the Section 202 of the Indian Contract Act, 1872. The Developer shall be entitled to delegate any or all of the powers and authorities under the GPA to any of its affiliates, authorized employees or representatives in relation to the Project. The Parties agree and acknowledge that they do not have any right to cancel, revoke or modify the GPA.
- 6.11. In the event, any other/ further document and presence is required by any Governmental Authority, Statutory authority, Local bodies, Courts then the Parties shall sign/ execute and deliver the same without any demur, cavil, agony and restrictions and cooperate with each other if any presence of the Parties is required to fulfill the essence of this Agreement
- 6.12. The Companies has provided/shall provide electricity connection/line as marked in red color in drawing No.A-01A as **Schedule XII**, water pipe line as marked in red color in drawing No. A-01-A as **Schedule XIII**, drainage line and sewer line as marked in red color in drawing No. A-02 as **Schedule XIV** as per the statutory approvals of the larger Project.
- 6.13. The Companies shall be liable and responsible for, at their own cost and expenses: (i) the construction of external development works like rain water harvesting pits, drainage/ storm water, connection of water, sewerage, fire, electrical lines, land scaping, external electrification, plumbing lines; and (ii) completion of the Larger Project along with entire common areas, club facilities, community buildings, being constructed on the Larger Land along with any gates, boundary walls, green areas, setbacks, Landscapes, Fire/ water pumps, external electrification(as defined by DHBVN in the Electrification Plan), STP, to ensure/ supply of electricity for the residents of the Larger Project and the Emperium Project at its sole cost and expenses.
- 6.14. That Companies shall develop and maintain community sites and all other amenities i.e., street light, road, garden etc. in the Larger Project, except the Emperium Project. However, if the Companies are required to provide the said maintenance services in the Project, then the



Developer or associations of allottees of the Project or the allottees/ customer of the Project, shall bear the expenses on a pro rata basis.

7. **REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER.**

- 7.1. The Developer shall apply for and obtain all required Approvals/ license for execution and completion of the construction of the Emperium Project in a timely manner as per the terms of this Agreement.
- 7.2. The Developer represents that they shall construct and develop the Project as per the Approvals and Specifications. Proportionate EWS units would be built by the Developer as per the approved plans.
- 7.3. The Developer shall be liable and responsible for any willful deviation from the Approvals and any penalty thereof and any consequence thereof during/ after the construction of the Emperium Project.
- 7.4. The Developer shall be liable and responsible for violation of any rule/ law including, labor laws, construction and clean environment and any penalty thereof and any consequence thereof during/ after the construction of the Emperium Project.
- 7.5. The Developer shall develop, construct and complete the Emperium Project in a timely manner at its own cost and expense as per the said Approvals including any other approvals, licenses, permissions, sanctions etc., whenever required from the concerned authorities.
- 7.6. The specifications and features of unit/ apartment in the First Parties Share shall be the same as the specifications and features of the units in Developer Share.
- 7.7. Notwithstanding anything contained in this Agreement, the Developer shall always be entitled to complete all tasks/ responsibilities/ duties hereunder, including to develop the Project through any entity/ contractor/ developer appointed by it in its sole discretion, subject to the same being in consonance of this Agreement.
- 7.8. The Developer shall apply for registration of the Project with the Haryana Real Estate Regulatory Authority under RERA ("RERA Registration") within 90 days from final BIP Approval by DTCP in favor of Developer
- 7.9. It is agreed by and between the Parties hereto that the Developer shall at its own costs and expenses do the following:
 - (a) Prepare detailed development plans and estimates on the basis of approved building plan and to assign and execute the work and supervise the same so as to carry out and provide all services of development.
 - (b) Develop the Project and to carry out and manage the construction.
 - (c) Discharge, pay and deal with all employees, workmen, officials or otherwise who are engaged or working for the construction and development of the Project, directly or indirectly. All wages or other dues statutory or contractual for the said resources shall be payable exclusively by the Developer.
 - (d) Obtain completion/ occupancy certificate from the concerned authorities in respect of the Project.



- (e) The Developer shall ensure timely completion of construction of the Project and follow-up with the various authorities during and post construction period with regard to the building and building services from the concerned authorities.
- (f) Subject to Force Majeure events, The Developer shall endeavor to complete the Project in a timely manner i.e. 36 months plus a grace period of 6 (six) months from Grant of H-RERA Registration and procure the completion/ occupancy certificates within the prescribed period. If it fails to do so and the license in relation to the larger Project expires, Companies shall apply for renewal of the said license and the Developer will pay the renewal license fee on pro rata basis in proportion to the area of the Emperium Project Land, to Companies at the time of filing of application for renewal of license.

8. OBLIGATIONS OF THE DEVELOPER

- a. The Developer shall be obligated to maintain and keep track of the Approvals including the Licenses valid, subsisting and renewed as per the applicable laws and the cost for all future approvals and renewals shall be borne proportionately to the area between the First Parties and the Developer in proportion to the Larger Project and the Emperium Project.
- b. The Developer undertake and shall ensure the compliance of all the conditions of the applicable laws and the Approvals of the Emperium Project. The Developer shall have absolute, un-obstructed and un-conditional right to develop, construct, launch, brand, sell and monetize the Emperium Project on the Emperium Project Land.
- c. Notwithstanding anything contained hereunder, in no manner, whatsoever, the Developer shall not create or cause to create any hindrance in the Larger Project, the Developer shall keep the First Parties indemnified in this regard for all damages that the first party may incur due to the same, of any nature, whatsoever.
- d. The Developer shall not: (i) initiate, solicit or consider, whether directly or indirectly, any offers or agreements from any third party for the sale/ transfer or disposal of the ALM Project Land, the First Parties Project, First Parties Area Share and the First Parties Development Rights in any manner whatsoever; (ii) enter into any arrangement or agreement of any nature whatsoever for sale/ transfer or disposal of the larger Project, excluding the Emperium Project, in any manner whatsoever with any other Person; and (iii) negotiate or discuss with any third party the financing, transfer, mortgage of the First Parties Project Land, the First Parties Project, First Parties Area Share and the ALM Development Rights
- e. The Developer shall not, directly or indirectly, or through any Person, acting under or through them, do, any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the Rights of the First Parties & the Lender on the larger Project Land excluding Emperium Project, and, or, (ii) whereby, the sale, transfer, conveyance of the units of the First Parties Area Share and Lender's Area Share and First Parties is adversely affected or further grant, transfer and assignment of Emperium's Development Rights
- f. All expenses and costs for obtaining Approvals from the concerned Governmental Authorities for the sale, transfer, assignment, conveyance and grant of the Development Rights in favour of the Developer, shall be borne equally between the Parties. The cost of stamp duty and registration charges with respect to the Development Agreements and Power of Attorney shall be borne by the Developer.



g. The Developer shall render all assistance and cooperation to the First Parties in obtaining the requisite approvals, if any, required by the First Parties for undertaking construction and development of the Project on the Project Land.

h. The Developer recognize that the First Parties have invested substantial money and incurring substantial expenditure in connection with the construction of the Project and the First Parties hereby agree that they shall not restrain, object to or do any act which hinders the First Parties from carrying out the construction of the Project in any manner whatsoever.

i. In the event, any other/ further document is required by any Governmental Authority and, or the First Parties in respect of the Emperium Project Land and, or Emperium Project, then the Developer shall sign/ execute the same.

9. NON REFUNDABLE SECURITY DEPOSIT.

9.1. In consideration of the grant, transfer and assignment of the Development Rights by the First Parties in favor of the Developer for the Project, the Developer hereby agrees to pay an amount of Rs 25,00,00,000/- (Rupees Twenty-Five Crores Only) ("Non Refundable Security Deposit") to the Lender on the instructions and on behalf of the First Parties, in the manner set out hereunder:

- (a) Rs. 5,00,00,000/- (Rupees Five Crores Only) ("First Tranche") has been paid vide demand draft bearing No. 504675 drawn on ICICI Bank, Regharpura, New Delhi dated 16.10.2023.
- (b) The First Parties have obtained in-principal approval for assignment of Development Rights & Marketing Rights of Tower-1 dated 26 December 2023 bearing Memo No. LC-1387/Asstt(RK)/2023/43406 from the DTCP under the BIP Policy, to enable the Developer to undertake construction and development of the Project and to exercise the Development Rights as per the terms hereof.
- (c) On execution of this Development Agreement, Emperium. has paid a further sum of Rs. 10,00,00,000/- (Rupees Ten Crores Only) ("Second Tranche") vide demand draft bearing No.504721 drawn on ICICI Bank, Regharpura, New Delhi dated 17.01.2024. Simultaneously, with the execution of the aforesaid agreement, and subject to the terms thereof, possession of the Emperium Project Land has been handed over to Emperium on as is where is basis
- (d) Rs. 10,00,00,000/- (Rupees Ten Crores Only) ("Third Tranche") shall be paid within 9 (nine) months from the execution of this Development Agreement. On payment of the full amount of Non Refundable Security Deposit and allotment of Lender's Area Share the Lender shall release it's charge on the Emperium project land as per the order of the High Court of Delhi dated 18.10.2023.

9.2. The Parties hereby agree that the Non Refundable Security Deposit shall be utilized for the purposes of (i) release of mortgage/ charge of the Lender over the Emperium Project Land and the Project, and (ii) withdrawal/ settlement of the Litigations, in terms of the said Order. It is hereby clarified that in terms of the said Order, upon payment of the Third Tranche, the First Parties shall ensure that the Lender releases its charge on the Project and the Emperium Project Land and further ceases to release any claim against the Emperium Project and the Emperium Project Land.



10. AREA SHARE.

- 10.1 In consideration of the absolute and irrevocable grant, transfer and assignment of the Development Rights by the First Parties in favor of the Developer, First Parties shall be entitled to receive 60 nos. of the residential units/ apartments in the Project as set out in **Part A of Schedule IX** hereto equivalent to 99,000 (Ninety Nine thousand) square feet of the saleable area ("**First Parties Share**"), and the Developer shall be entitled and have the absolute, irrevocable right, entitlement and interest over the entire balance units/ apartments/ saleable area in the Project as set out in **Part C of Schedule IX** ("**Developer Share**").
- 10.2 The Developer shall be free to sell, transfer, monetize the Developer Share in the manner as may be deemed fit by the Developer in its sole and absolute discretion. It is further confirmed by the First Parties that the Developer can sell his Share and receive money from individual allottee/s not only the Basic Sale Price of the individual units but also the payments against supplementary and associated charges with the individual units included but not limited to the Open & Covered Car Parking Charges, Club Membership Charges, EDC/ IDC Charges, Fire Fighting Charges, External & Internal Electrification Charges, Preferential Location Charges, Power Back-up Charges, Other Possession Charges and Applicable Government Charges, Any Tax, Legal Charge, Levies, Duties, Cess etc. and the First Parties shall not have any interest, right and claim in these charges upon the Developer Share.
- 10.3 The Developer shall allot the units/ apartments forming part of the First Parties Share to ILDM within 30 days from obtaining the RERA Registration in respect of the Project. It is hereby clarified that out of the First Parties Share equivalent to 99,000 (ninety nine thousand) square feet, 20,000 (twenty thousand) square feet shall be allotted to the Lender as Lender Share ("**Lender Share**") by the First Parties; and the balance First Parties Share equivalent to 79,000 (seventy nine thousand) square feet of the saleable area ("**Balance First Parties Share**"), shall be allotted to ILDM. The First Parties including the Lender be entitled to allot, sell, transfer, monetize the First Parties Share as per the terms of this Agreement and the Applicable Laws including RERA. It is hereby clarified and agreed that ALM, JMPL & GMPL shall not be entitled to any area Share ;
- 10.4 The Lender Share shall be equivalent to 11 nos. of residential units/ apartment forming part of the First Parties Share, which is more particularly set out in **Part B of Schedule IX**, as per the terms agreed in the said Order.
- 10.5 The Parties hereby agree that the Lender Share and the Balance First Parties Share shall be to the sole account of, and the responsibility of the First Parties; and the Developer shall not be held responsible or liable for the same in any manner, whatsoever, including but not limited to the division, distribution, monetization, disposal of the same in any manner whatsoever. The First Parties hereunder agree and undertake to keep the Developer indemnified in this regard.
- 10.6 That the first transfer of the allotment of the units/ apartments forming part of the First Parties Share will be free. Thereafter, for every subsequent transfer of the said units/ apartment, transfer charges as determined by the Developer shall be payable.
- 10.7 The First Parties agree and undertake that the units/ apartments forming part of the First Parties Share excluding the Lender Share, shall at no point of time, be sold/ monetized at a price lower than the price at which the Developer is selling/ monetizing the units/ apartments forming part of the Developer Share.
- 10.8 The Developer shall be entitled to create the Encumbrance over the Developer Share, Emperium Project Land and the Development Rights, without any demur or cavil by the



First Parties subject to clearance of the Lender's charge on the Emperium Project Land and Emperium Project.

- 10.9 The Developer on the basis of GPA executed in its favor, shall be entitled to enter into agreement to sell with allottees/ purchasers, to execute deeds of conveyances, transfer, lease etc. of apartments/ units forming part of the Developer Share, at its sole discretion.
- 10.10 The Parties shall be entitled to enter into any agreement to sell/ lease / rent or to dispose of its share in any manner, to receive the payments and to execute the necessary documents in favor of such allottees/ purchasers/
- 10.11 Subject to Force Majeure events and fulfillment of the obligations by the First Parties as per the term of this Agreement, if the Developer fails to deliver the possession of the units/ apartments forming part of First Parties Share within the stipulated period of thirty six (36) months plus a grace period of 6 (six) months from the date of grant of HRERA registration, the Developer shall be liable pay penalty as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 ("Delay Penalty"), payable for the units/ apartments allotted to First Parties (at the rate of Rs. 7500 per sq ft on Saleable Area), and if any allottee has purchased any unit/ apartment from the First Parties Share, the Delay Penalty would be payable to the said allottee, only for such a delayed period as per RERA. Emperium has represented to the First Parties that it shall apply for H-RERA Registration within 90 days from final BIP Approval by DTCP in favor of Developer and shall put in best efforts and comply with all the requirements to get the H-RERA Registration. The said liability shall continue till the possession is handed over to First Parties or their allottee.

11. RIGHT TO MARKET AND SELL.

- 11.1 The Project shall be branded, named and launched by the Developer exclusively. The First Parties agree that the Developer shall be entitled and have the right to erect sign board(s) on the Emperium Project Land, for advertising of sale and disposal of the units in the Emperium Project and to publish advertisements in the newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s and otherwise market the Emperium Project in any manner whatsoever, in accordance with the Applicable Laws. The design of all marketing and selling materials will be at the discretion of the Developer as per applicable laws. The layout of the components of the advertisement/ marketing materials etc. shall be in such formats as may be decided by the Developer as per applicable laws.
- 11.2 The Parties shall be entitled absolutely to the units/ apartments forming part of their respective shares and shall be at liberty to sell, transfer or deal therewith in any manner they deem fit and proper without any interference, right, claim or interest thereon whatsoever of the other Party subject, however to the general restrictions for mutual advantage inherent in the Project.
- 11.3 The Parties shall be entitled to market, sell, transfer or deal with the units forming part of their respective shares as per the Applicable Laws including RERA.
- 11.4 The Parties shall be at liberty to enter into agreements for sale and other property documents for monetization of the units forming part of their respective shares.
- 11.5 The Parties shall be free to the usage/ interior works over their respective shares of their own choice without restriction of other Parties of this Agreement.

12. MORTGAGE.



The First Parties hereby agree, undertake and acknowledge that the Developer shall have the right to create mortgage and, or, charge and, or, hypothecation, security, and, or, Encumbrance over the Development Rights of Emperium Project, subject to clearance of the Lender's charge on the Emperium Project Land and Emperium Project, for the purposes of obtaining construction finance, to be used exclusively towards the development of Emperium Project and only for the construction and development of the Emperium Project, and, or, for submission of any bank guarantees/ securities to any authority in respect of the Emperium Project and, or, the customer financing for the allottees/ purchasers of the units, areas in the Emperium Project with prior intimation to the First Parties. If requested by the Developer, the First Parties shall execute and register all the documents, agreements, letters, undertakings, writings, letters, declaration, etc. and the like that may be required by the Developer for any such lending/ financing or mortgages/ charges/ Encumbrances.

13. TAXES, COSTS AND EXPENSES.

- 13.1 That the Parties shall regularly pay all taxes, cesses and levies payable for the units/ apartments forming part of their respective shares in the saleable area of the Project.
- 13.2 The Developer alone shall be responsible for any accident/ liability that may occur during the course of development of the Emperium Project from the time of taking possession of the Emperium Project Land till the handing over the possession of the Emperium Project and/or formation of association of allottees of the Emperium Project.

14. INDEMNIFICATION.

- 14.1 Each of the Parties agree to indemnify and keep the other Party and their respective officers, directors, agents and employees (each, the "Indemnified Party") harmless from and against any and all claims, losses, liabilities, obligations, damages, deficiencies, judgments, actions, suits, proceedings, arbitrations, assessments, costs and expenses (including, without limitation, expenses of investigation and enforcement of this indemnity and reasonable attorney's fees and expenses) ("Damages"), suffered or paid by the Indemnified Party, directly or indirectly, as a result of or arising out of (i) the failure of any representation or warranty made by the Indemnifying Party in this Agreement or in any confirmation delivered pursuant hereto to be true and correct in all material aspects as of the date of this Agreement or (ii) a breach of any agreement or covenant by the Indemnifying Party contained in this Agreement.
- 14.2 The Parties shall mutually indemnify and keep the other indemnified from and against any liability arise on account of any tax or other liability, any defect and/or dispute in the rights, title, interest, ownership, and invalidity of licenses and approvals, and any statutory liability, other liabilities arising from any pending, settled and/or future litigations, proceedings, petition, disputes, mediation in respect of the Emperium Project Land, Project and Development Rights.

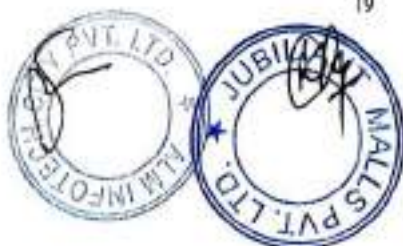
15. IRREVOCABLE TERM.

The Parties recognize and acknowledge that the Developer will be investing substantial sum of money and has agreed to enter into this Agreement on the specific understanding that the First Parties, shall not have any right to revoke this Agreement.

16. GOVERNING LAWS, JURISDICTION AND DISPUTE RESOLUTION.



- 16.1 In case of any dispute or difference pertaining to the terms of this Agreement, the Parties shall try to settle the same amicably, failing which the matter shall be referred to arbitration under the Arbitration Act. The seat and venue of arbitration shall be Delhi.
- 16.2 This Agreement shall be governed by the laws of India and subject to arbitration mechanism above, all the matters directly or impliedly concerning this Agreement shall be subject to the jurisdiction of the courts at Delhi only.
17. **MISCELLANEOUS.**
- 17.1 The Parties shall not interfere with or obstruct in any manner with the execution and completion of the works of construction and development of the Project.
- 17.2 The maintenance of the Project will always be vested with the registered association of allottees of the Project and, or an agency appointed by the said association. The allottees/ purchasers of the Project shall be responsible to pay all the charges, which are chargeable by the association/ agency, for the maintenance services, without any demur and in proportion to the area of units/ apartments of respective allottees/ purchasers. The maintenance charges for any unsold inventory forming part of the First Parties Share and Developer Share shall be borne by the First Parties and the Developer, respectively from the date of offer of possession of units.
- 17.3 The Parties shall be bound to comply with all the terms and conditions of Approvals and the Applicable Laws.
- 17.4 The Parties have agreed and undertaken to perform the obligations mentioned in this Agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement.
- 17.5 That the Parties understand that present arrangement shall not be deemed or construed as partnership or joint venture. The collaboration is pure and simple agreement for development and sharing of the saleable areas by and between the Parties as mentioned hereinabove.
- 17.6 That all original documents in respect of the Emperium Project Land shall remain with the Land Owners and whenever the same are required to be presented before any Governmental Authority, or for any purpose including for availing construction finance from any bank/ financial institution, the Land Owners confirm that they will facilitate in doing so.
- 17.7 The Parties agree that the Developer, its staff, appointed architects, specialists, contractors, sub-contractors, site engineers, supervisors, agents, their servants and other personnel are allowed to set up of infrastructure, site office etc. and free access upon the Emperium Project Land. The Parties further agree that the Parties will execute and sign all necessary documents, required by the relevant Governmental Authority, for smooth execution of the Emperium Project including obtaining temporary/ permanent electric connection from the concerned electricity authority/ board, water connection, tube well, sewerage disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the construction and development of the Project. It is understood that by doing so, the Land Owners shall not incur any responsibility or liability of any nature whatsoever, pecuniary or otherwise and its total cost or expenses would be borne by the Developer.
- 17.8 The Parties agree that the earnings from the advertisement's rights sold out to the advertisers in the said Project, would be shared amongst the Parties in accordance with their respective shares in the saleable area of the Project.



- 17.9 This Agreement constitutes the entire understanding between the Parties in respect of the subject matter hereof. This Agreement sets forth all intended rights and obligations and supersedes any and all previous agreements, correspondence and understanding between them with respect to the subject matter hereof.
- 17.10 The First Parties undertake that they shall not enter into any agreement/ understanding or any arrangement whatsoever with any Person/ third party for the Emperium Project Land .
- 17.11 The Parties state and affirm that they have prior to and at the time of entering into this Agreement made needful disclosure of all material facts and circumstances known to it in respect of the subject matter of the Agreement, which is likely to influence the conduct or decision of the Parties towards execution of this Agreement and both the Parties have fully satisfied themselves in this regard.
- 17.12 No modification, representation, promise or agreement in connection with the subject matter of this Agreement shall be valid unless made in writing and signed by the Parties.
- 17.13 Parties shall not do any act, deed, matter or thing whereby or by means whereof these presents or any other documents executed in pursuance of these presents is canceled, terminated or otherwise jeopardized.
- 17.14 The Parties shall not do any act, deed, matter or thing whereby or by means whereof the Approvals is or may be or likely to be canceled, terminated or otherwise made invalid and inoperative.
- 17.15 The failure of any party to insist upon a strict performance of any of the terms and provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 17.16 If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would constitute a substantial deviation from the general intent and purpose of the parties as reflected in the Agreement.
- 17.17 This Agreement has been signed in five originals and each Party shall retain one original.
- 17.18 The stamp duty and registration charges for the execution and registration of the Agreement shall be borne by the Developer.
- 17.19 That all notices, letters shall be sent through registered post/ speed post acknowledgement to the other Party at the address first given above or at such duly notified changed address or change address supplied in writing to other Party.
- 17.20 The Parties to this Agreement agree that, to the extent permitted under the Applicable Law, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected Party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that the affected Party shall be entitled to immediate and permanent injunctive relief, specific performance, or



any other equitable relief from a competent court in the event of any such breach or threatened breach by any other Party. The Parties agree and covenant unequivocally and unconditionally that the affected Party shall be entitled to such injunctive relief, specific performance, or other equitable relief without the necessity of proving actual damages. The affected Party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including the recovery of damages from the defaulting Party.

17.21 The Parties shall be responsible for compliance of all the terms and conditions of license provision under Haryana Development and Regulation of Urban Areas Act, 1975 and the rules made thereunder, till the grant of final completion certificate with respect to the Project or relieved of the responsibility by the DTCP, whichever is earlier.

17.22 The Parties shall abide by all the terms and conditions of the License and the BIP Approval granted by DTCP including all and/or any other condition imposed by DTCP from time to time thereafter.

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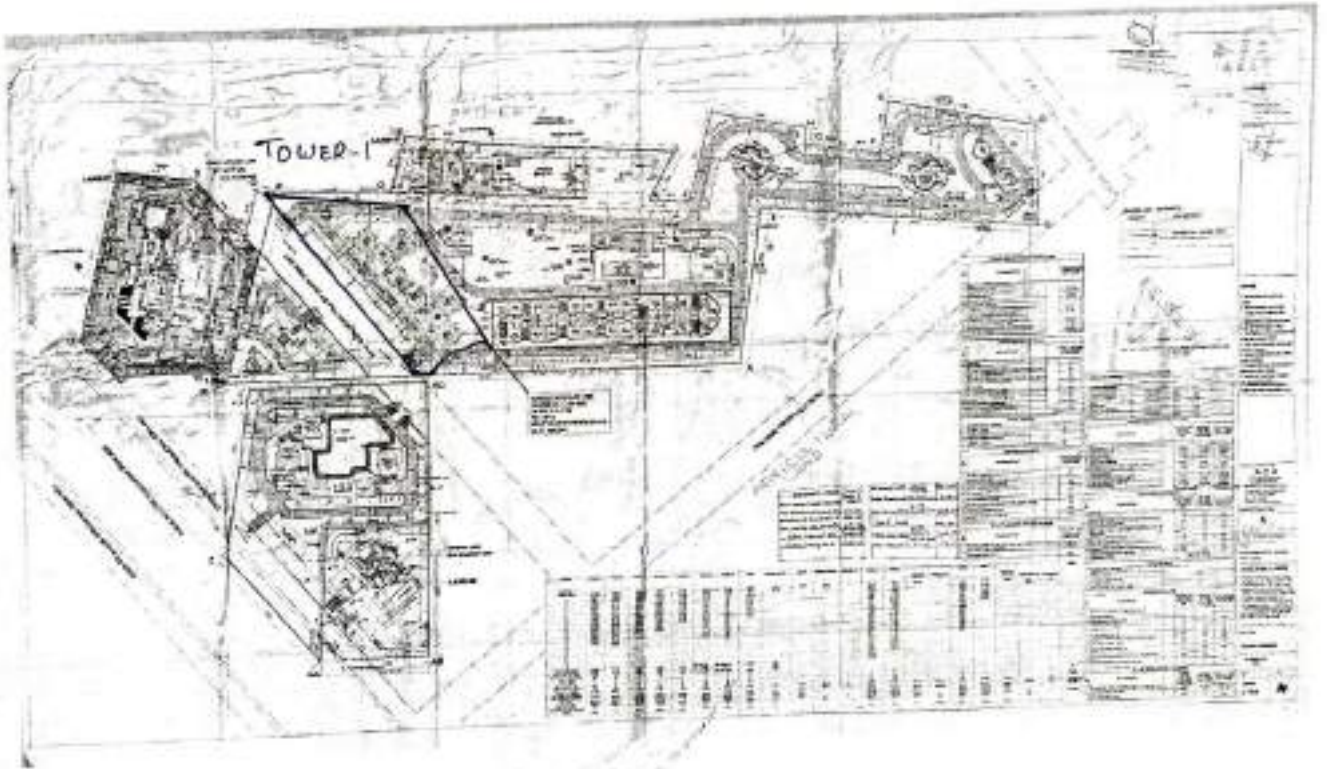
SCHEDULE V

DETAILS OF Emperium Project Land

(to be inserted)

FORMING PART OF KHASRA NO.

Village	Khasra No.	Area B-B-B	Sale Deed No.
Basai	742/2	1-3-17	19892
	743	7-8-0	19892
Basai	742/1/2	2-6-8	20050



SCHEDULE IX**PART A****Details of units forming part of First Parties Share(including Lenders Share)**

S.No	Tower	Unit No.	Floor	Type	Super Area	
1	B	GCB-1005	10th	2BHK	1300	
2	B	GCB-1006	10th	2BHK	1300	ACRE
3	B	GCB-1106	11th	2BHK	1300	
4	A	GCA-1104	11th	3 BHK	1745	
5	B	GCB-1103	11th	3 BHK	1745	
6	B	GCB-1104	11th	3 BHK	1745	
7	A	GCA-1205	12th	2BHK	1300	
8	A	GCA-1206	12th	2BHK	1300	
9	B	GCB-1205	12th	2BHK	1300	
10	A	GCA-1204	12th	3 BHK	1745	
11	B	GCB-1405	13th	2BHK	1300	
12	B	GCB-1406	13th	2BHK	1300	
13	A	GCA-1402	13th	3 BHK	1745	
14	A	GCA-1404	13th	3 BHK	1745	
15	A	GCA-1401	13th	3 BHK	1745	ACRE
16	B	GCB-1505	14th	2BHK	1300	
17	B	GCB-1506	14th	2BHK	1300	
18	A	GCA-1503	14th	3 BHK	1745	
19	A	GCA-1504	14th	3 BHK	1745	
20	B	GCB-1603	15th	3 BHK	1745	
21	B	GCB-1604	15th	3 BHK	1745	
22	B	GCB-1705	16th	2BHK	1300	
23	A	GCA-1705	16th	2BHK	1300	
24	A	GCA-1706	16th	2BHK	1300	
25	B	GCB-1704	16th	3 BHK	1745	
26	B	GCB-1701	16th	3 BHK	1745	
27	B	GCB-1702	16th	3 BHK	1745	
28	B	GCB-1801	17th	Duplex PH	3585	
29	B	GCB-1802	17th	Duplex PH	3585	
30	A	GCA-1905	18th	Simplex PH	2715	ACRE
31	B	GCA-1805	18th	Simplex PH	2715	ACRE
32	A	GCA-106	1st	2BHK	1300	ACRE
33	A	GCA-104	1st	3 BHK	1745	
34	A	GCA-205	2nd	2BHK	1300	ACRE
35	A	GCA-305	3rd	2BHK	1300	
36	A	GCA-306	3rd	2BHK	1300	
37	A	GCA-301	3rd	3 BHK	1745	
38	B *	GCB-304	3rd	3 BHK	1745	*
39	B	GCB-401	4th	3 BHK	1745	



40	B	GCB-404	4th	3 BHK	1745	
41	B	GCB-402	4th	3 BHK	1745	ACRE
42	A	GCA-505	5th	2BHK	1300	
43	A	GCA-506	5th	2BHK	1300	
44	B	GCB-502	5th	3 BHK	1745	
45	B	GCB-501	5th	3 BHK	1745	
46	B	GCB-504	5th	3 BHK	1745	
47	A	GCA-502	5th	3 BHK	1745	ACRE
48	B	GCB-605	6th	2BHK	1300	
49	B	GCB-606	6th	2BHK	1300	
50	B	GCB-705	7th	2BHK	1300	
51	B	GCB-706	7th	2BHK	1300	
52	B	GCB-701	7th	3 BHK	1745	
53	B	GCB-702	7th	3 BHK	1745	
54	A	GCA-703	7th	3 BHK	1745	ACRE
55	B	GCB-805	8th	2BHK	1300	
56	B	GCB-904	9th	3 BHK	1745	
57	B	GCB-901	9th	3 BHK	1745	ACRE
58	A	GCA-005	Ground	2BHK	1300	
59	A	GCA-004	Ground	3 BHK	1745	
60	B	GCB-004	Ground	3 BHK	1745	ACRE
					99195	



SCHEDULE IX
PART B
Details of units forming part of Lender Share

S.No	Tower	Unit No.	Floor	Type	Super Area
1	A	GCA-106	1st	2BHK	1300
2	A	GCA-205	2nd	2BHK	1300
3	B	GCB-1006	10th	2BHK	1300
4	A	GCA-502	5th	3 BHK	1745
5	A	GCA-703	7th	3 BHK	1745
6	A	GCA-1401	13th	3 BHK	1745
7	B	GCB-004	Ground	3 BHK	1745
8	B	GCB-402	4th	3 BHK	1745
9	B	GCB-901	9th	3 BHK	1745
10	A	GCA-1905	18th	Simplex PH	2715
11	B	GCA-1805	18th	Simplex PH	2715
					19800



SCHEDULE IX
PART C
Details of units forming part of Developers Share (Emperium Share)

S.No	Tower	Unit No.	Floor	Type	Area in sq.ft.
1	A	GCA-005	Ground	2BHK	1300
2	A	GCA-105	1st	2BHK	1300
3	A	GCA-205	2nd	2BHK	1300
4	A	GCA-405	4th	2BHK	1300
5	A	GCA-406	4th	2BHK	1300
6	A	GCA-605	6th	2BHK	1300
7	A	GCA-606	6th	2BHK	1300
8	A	GCA-705	7th	2BHK	1300
9	A	GCA-706	7th	2BHK	1300
10	A	GCA-805	8th	2BHK	1300
11	A	GCA-806	8th	2BHK	1300
12	A	GCA-905	9th	2BHK	1300
13	A	GCA-906	9th	2BHK	1300
14	A	GCA-1005	10th	2BHK	1300
15	A	GCA-1006	10th	2BHK	1300
16	A	GCA-1105	11th	2BHK	1300
17	A	GCA-1106	11th	2BHK	1300
18	A	GCA-1405	13th	2BHK	1300
19	A	GCA-1406	13th	2BHK	1300
20	A	GCA-1505	14th	2BHK	1300
21	A	GCA-1506	14th	2BHK	1300
22	A	GCA-1605	15th	2BHK	1300
23	A	GCA-1606	15th	2BHK	1300
24	B	GCB-005	Ground	2BHK	1300
25	B	GCB-006	Ground	2BHK	1300
26	B	GCB-105	1st	2BHK	1300
27	B	GCB-106	1st	2BHK	1300
28	B	GCB-205	2nd	2BHK	1300
29	B	GCB-206	2nd	2BHK	1300
30	B	GCB-305	3rd	2BHK	1300
31	B	GCB-306	3rd	2BHK	1300
32	B	GCB-405	4th	2BHK	1300
33	B	GCB-406	4th	2BHK	1300
34	B	GCB-505	5th	2BHK	1300
35	B	GCB-506	5th	2BHK	1300
36	B	GCB-806	8th	2BHK	1300
37	B	GCB-905	9th	2BHK	1300
38	B	GCB-906	9th	2BHK	1300
39	B	GCB-1105	11th	2BHK	1300

Emperium Infrastructure
[Signature]

GOLDMAN MALLS PVT. LTD.
[Signature]

ALM INFOTECH CITY
[Signature]

JUBILANT MALLS PVT. LTD.
[Signature]

ILD MILLENNIUM PVT. LTD.
[Signature]

40	B	GCB-1206	12th	2BHK	1300
41	B	GCB-1605	15th	2BHK	1300
42	B	GCB-1606	15th	2BHK	1300
43	B	GCB-1706	16th	2BHK	1300
44	A	GCA-001	Ground	3 BHK	1745
45	A	GCA-002	Ground	3 BHK	1745
46	A	GCA-003	Ground	3 BHK	1745
47	A	GCA-101	1st	3 BHK	1745
48	A	GCA-102	1st	3 BHK	1745
49	A	GCA-103	1st	3 BHK	1745
50	A	GCA-201	2nd	3 BHK	1745
51	A	GCA-202	2nd	3 BHK	1745
52	A	GCA-203	2nd	3 BHK	1745
53	A	GCA-204	2nd	3 BHK	1745
54	A	GCA-302	3rd	3 BHK	1745
55	A	GCA-303	3rd	3 BHK	1745
56	A	GCA-304	3rd	3 BHK	1745
57	A	GCA-401	4th	3 BHK	1745
58	A	GCA-402	4th	3 BHK	1745
59	A	GCA-403	4th	3 BHK	1745
60	A	GCA-404	4th	3 BHK	1745
61	A	GCA-501	5th	3 BHK	1745
62	A	GCA-503	5th	3 BHK	1745
63	A	GCA-504	5th	3 BHK	1745
64	A	GCA-601	6th	3 BHK	1745
65	A	GCA-602	6th	3 BHK	1745
66	A	GCA-603	6th	3 BHK	1745
67	A	GCA-604	6th	3 BHK	1745
68	A	GCA-701	7th	3 BHK	1745
69	A	GCA-702	7th	3 BHK	1745
70	A	GCA-704	7th	3 BHK	1745
71	A	GCA-801	8th	3 BHK	1745
72	A	GCA-802	8th	3 BHK	1745
73	A	GCA-803	8th	3 BHK	1745
74	A	GCA-804	8th	3 BHK	1745
75	A	GCA-901	9th	3 BHK	1745
76	A	GCA-902	9th	3 BHK	1745
77	A	GCA-903	9th	3 BHK	1745
78	A	GCA-904	9th	3 BHK	1745
79	A	GCA-1001	10th	3 BHK	1745
80	A	GCA-1002	10th	3 BHK	1745
81	A	GCA-1003	10th	3 BHK	1745
82	A	GCA-1004	10th	3 BHK	1745
83	A	GCA-1101	11th	3 BHK	1745



84	A	GCA-1102	11th	3 BHK	1745
85	A	GCA-1103	11th	3 BHK	1745
86	A	GCA-1201	12th	3 BHK	1745
87	A	GCA-1202	12th	3 BHK	1745
88	A	GCA-1203	12th	3 BHK	1745
89	A	GCA-1403	13th	3 BHK	1745
90	A	GCA-1501	14th	3 BHK	1745
91	A	GCA-1502	14th	3 BHK	1745
92	A	GCA-1601	15th	3 BHK	1745
93	A	GCA-1602	15th	3 BHK	1745
94	A	GCA-1603	15th	3 BHK	1745
95	A	GCA-1604	15th	3 BHK	1745
96	A	GCA-1701	16th	3 BHK	1745
97	A	GCA-1702	16th	3 BHK	1745
98	A	GCA-1703	16th	3 BHK	1745
99	A	GCA-1704	16th	3 BHK	1745
100	B	GCB-001	Ground	3 BHK	1745
101	B	GCB-002	Ground	3 BHK	1745
102	B	GCB-003	Ground	3 BHK	1745
103	B	GCB-101	1st	3 BHK	1745
104	B	GCB-102	1st	3 BHK	1745
105	B	GCB-103	1st	3 BHK	1745
106	B	GCB-104	1st	3 BHK	1745
107	B	GCB-201	2nd	3 BHK	1745
108	B	GCB-202	2nd	3 BHK	1745
109	B	GCB-203	2nd	3 BHK	1745
110	B	GCB-204	2nd	3 BHK	1745
111	B	GCB-301	3rd	3 BHK	1745
112	B	GCB-302	3rd	3 BHK	1745
113	B	GCB-303	3rd	3 BHK	1745
114	B	GCB-403	4th	3 BHK	1745
115	B	GCB-503	5th	3 BHK	1745
116	B	GCB-601	6th	3 BHK	1745
117	B	GCB-602	6th	3 BHK	1745
118	B	GCB-603	6th	3 BHK	1745
119	B	GCB-604	6th	3 BHK	1745
120	B	GCB-703	7th	3 BHK	1745
121	B	GCB-704	7th	3 BHK	1745
122	B	GCB-801	8th	3 BHK	1745
123	B	GCB-802	8th	3 BHK	1745
124	B	GCB-803	8th	3 BHK	1745
125	B	GCB-804	8th	3 BHK	1745
126	B	GCB-902	9th	3 BHK	1745
127	B	GCB-903	9th	3 BHK	1745



128	B	GCB-1001	10th	3 BHK	1745
129	B	GCB-1002	10th	3 BHK	1745
130	B	GCB-1003	10th	3 BHK	1745
131	B	GCB-1004	10th	3 BHK	1745
132	B	GCB-1101	11th	3 BHK	1745
133	B	GCB-1102	11th	3 BHK	1745
134	B	GCB-1201	12th	3 BHK	1745
135	B	GCB-1202	12th	3 BHK	1745
136	B	GCB-1203	12th	3 BHK	1745
137	B	GCB-1204	12th	3 BHK	1745
138	B	GCB-1401	13th	3 BHK	1745
139	B	GCB-1402	13th	3 BHK	1745
140	B	GCB-1403	13th	3 BHK	1745
141	B	GCB-1404	13th	3 BHK	1745
142	B	GCB-1501	14th	3 BHK	1745
143	B	GCB-1502	14th	3 BHK	1745
144	B	GCB-1503	14th	3 BHK	1745
145	B	GCB-1504	14th	3 BHK	1745
146	B	GCB-1601	15th	3 BHK	1745
147	B	GCB-1602	15th	3 BHK	1745
148	B	GCB-1703	16th	3 BHK	1745
149	A	GCA-1801	17th	Duplex PH	3585
150	A	GCA-1802	17th	Duplex PH	3585
151	A	GCA-1803	17th	Duplex PH	3585
152	A	GCA-1804	17th	Simplex PH	2715
153	A	GCB-1905	17th	Duplex PH	3585
154	B	GCB-1803	17th	Duplex PH	3585
155	B	GCB-1804	17th	Simplex PH	2715
156	B	GCB-1805	17th		266065



IN THE WITNESSES WHEREOF, the Parties hereto have set their respective hands on these present on the day, month and year written below in the presence of the following witnesses;

<p>Signed and delivered by ILM</p>  <p>ILD Millennium Private Limited</p> 	<p>Signed and delivered by the Developer</p>  <p>Emperium Infrastructure Private Limited</p> 	
<p>Signed and delivered by ALM</p>  <p>ALM Infotech City Private Limited</p> 	<p>Signed and delivered by JMPL</p>  <p>Jubilant Malls Private Limited</p>	<p>Signed and delivered by GMPL</p>  <p>Goldman Malls Private Limited</p>

Witnesses: -

1. Mr. Ram Chander

*SURENDER
SINGH RAM
MD GMPL*

2 Mr. Sumit Agarwal

*Sumit
S/o Hitesh Agarwal
A-601 Park view d'zone
Sec-48 Gurgaon.*