

Non Judicial



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 20/05/2023

Certificate No. G0T2023E1

GRN No. 102834062



Stamp Duty Paid : ₹ 101

(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

**Seller / First Party Detail**

Name: Emaar india limited

H.No/Floor : Na

Sector/Ward : 28

LandMark : Mehrauli gurugram road

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 97\*\*\*\*\*33



**Buyer / Second Party Detail**

Name : Rishi rosh

H.No/Floor : 139

Sector/Ward : Na

LandMark : Village bajghera

City/Village: Bajghera

District : Gurugram

State : Haryana

Phone : 97\*\*\*\*\*33

Others : Bir singh arvind rana bharat singh karam veer parmil rana pradeep rana  
tejpal rana satbir singh rana rambeer ajit singh

Purpose : SECOND SUPPLEMENTAL AGREEMENT

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**SECOND SUPPLEMENTAL AGREEMENT**

**THIS SECOND SUPPLEMENTAL AGREEMENT TO THE DEVELOPMENT AGREEMENT DATED 22<sup>nd</sup> January, 2007, Development Agreement Supplementary bearing Vasika No. 7347 dated 20.06.2012, Registered in the office of Sub-Registrar, Gurugram AND the first Supplemental Agreement dated 13<sup>th</sup> January, 2020 (this "Second Agreement") is made and entered into at Gurugram, Haryana, India on this 22<sup>nd</sup> day of May, 2023 by and amongst:**

*Rishi*

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

*Bir Singh*

Bir Singh *alias* Bir Singh Rana

*Arvind*

Arvind Rana

*Bharat Singh*

Bharat Singh

*Karam Veer*

Karam Veer

*Parmil Rana*

Parmil Rana *alias* Parmil

*Pradeep Rana*

Pradeep Rana

*Tej Pal Rana*

Tej Pal Rana

*Satbir Singh Rana*

Satbir Singh Rana

*Rambeer*

Rambeer

*Ajit Singh*

Ajit Singh



**Emaar India Limited (Earlier known as Emaar MGF Land Limited** (CIN: U45201DL2005PLC133161, PAN: AADCP4389H) a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 306-308, 3<sup>rd</sup> Floor, Square One, Saket, New Delhi – 110017, its Corporate Office at Emaar Business Park, Mehrauli Gurugram Road, Mehrauli Sikanderpur Chowk, Sector – 28, Gurugram, Haryana – 122002, acting through its authorised signatory Vishavajeet Dhankhar, duly authorized *vide* its board resolution dated 22/05/2023 (hereinafter referred to as “**Developer**”), which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, nominees and permitted assigns, of the **FIRST PART**;

**AND**

- (i) **Rishi Rosh** *alias* Rishi Roshe *alias* Rishilal, legal heir of Late Shri Pyare Lal, (PAN: ANIPR0871R, Aadhar: 8064 6732 9165) having his permanent residence at House No. 139, Village Bajghera, Gurugram, Haryana 122017, India (hereinafter referred to as the “**Land Owner No.1**”);
- (ii) **Bir Singh** *alias*, Bir Singh Rana, legal heir of Late Shri Pyare Lal, (PAN: AQIPS2191L, Aadhar No. 3873 4646 2265) having his permanent residence at House No. 1084, Block-J, Palam Vihar, Gurugram, Haryana 122017, (hereinafter referred to as the “**Land Owner No.2**”);
- (iii) **Late Shri Sultan Singh Rana**, S/o Umrav *alias* Umrav Singh, **through his legal heir Mr. Arvind Rana**, (PAN: AYCPR2210D, Aadhar: 8788 8142 1500) having his permanent residence at 383/21, Gali No. 6, Madanpuri, Gurugram, Haryana 122001, India, (hereinafter referred to as the “**Land Owner No. 3**”);
- (iv) **Bharat Singh**, S/o Umrav *alias* Umrav Singh, (PAN: FARPS8590H, Aadhar: 6178 9681 6684) having his permanent residence at House No. 108, Village Bajghera, Gurugram, Haryana 122017, India (hereinafter referred to as the “**Land Owner No.4**”);
- (v) **Karam Veer**, S/o Umrav *alias* Umrav Singh, (PAN: AIBPV9166F, Aadhar: 5699 7287 9751) having his permanent residence at 252/28, Galli No. 6, Jyoti Park, Gurugram, Haryana 122001, India (hereinafter referred to as the “**Land Owner No.5**”);

Rishi Rosh

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

Bir Singh

Bir Singh *alias* Bir Singh Rana

Arvind Rana

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil Rana

Parmil Rana *alias* Parmil

Pradeep Rana

Pradeep Rana

Tej Pal Rana

Tej Pal Rana

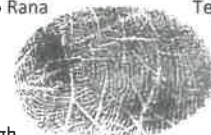
Satbir Singh Rana

Satbir Singh Rana

Rambeer

Rambeer

L.T.I. Ajit Singh



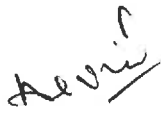
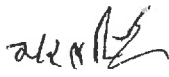


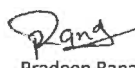

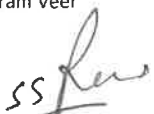





- (vi) **Parmil Rana** *alias* Parmil, S/o Shri Ranbir Singh, (PAN: BQQPR2081B, Aadhar: 2970 5443 5451) having his permanent residence at House No. 306, Village Bajghera, Gurugram, Haryana 122017, India (hereinafter referred to as the “**Land Owner No. 6**”);
- (vii) **Pradeep Rana**, S/o Shri Ranveer, (PAN: ALFPR8646B, Aadhar: 9815 5780 1731) having his permanent residence at House No. 136, Village Bajghera, Gurugram, Haryana 122017, India (hereinafter referred to as the “**Land Owner No. 7**”);
- (viii) **Tej Pal Rana**, S/o Shri Mange Ram, (PAN: ACXPR6102P, Aadhar: 3358 8096 7446) having his permanent residence at House No. 136, Village Bajghera, Gurugram, Haryana 122017, India (hereinafter referred to as the “**Land Owner No. 8**”);
- (ix) **Satbir Singh Rana** S/o Shri Mange Ram, (PAN: AJNPR1871J, Aadhar: 4407 5855 6847) having his permanent residence at 163 B, Village Bajghera, Gurugram, Haryana 122017, India (hereinafter referred to as the “**Land Owner No. 9**”);
- (x) **Rambeer** S/o Shri Mange Ram, (PAN: AHXPR7629C, Aadhar: 7733 0269 6836) having his permanent residence at House No. 1, , Village Bajghera, Gurugram, Haryana 122017, India (hereinafter referred to as the “**Land Owner No. 10**”);
- (xi) **Ajit Singh** S/o Shri Mange Ram, (PAN: DAFPS8039R, Aadhar: 9244 6483 8362) having his permanent residence at Village Bajghera, Gurugram, Haryana 122017, India (hereinafter referred to as the “**Land OwnersNo. 11**”);


hereinafter collectively referred to as the “**Owners**”, which term or expression shall, unless repugnant to the context or meaning thereof be deemed to include the ‘Land Owner No.1’, the ‘Land Owner No.2’, the ‘Land Owner No.3’, the ‘Land Owner No.4’, ‘Land Owner No.5’, ‘Land Owner No.6’, ‘Land Owner No.7’, ‘Land Owner No.8’, ‘Land Owner No.9’, ‘Land Owner No.10’ and the ‘Land Owner No.11’ and their respective family members, legal heirs, legal representatives, executors, administrators, successors, nominees and permitted assignees, of the **OTHER PART**.


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


**WHEREAS:**


			
Rishi Rosh <i>alias</i> Rishi Roshe <i>alias</i> Rishilal	Bir Singh <i>alias</i> Bir Singh Rana	Arvind Rana	Bharat Singh
			
Karam Veer	Parmil Rana <i>alias</i> Parmil	Pradeep Rana	Tej Pal Rana
			
Satbir Singh Rana	Rambeer	L.T.1 Ajit Singh	


- A. The Owners represent and assure that they are the absolute, legal and rightful owners of the land admeasuring 86 Kanal and 0 Marla equivalent to 10.75 acres, situated in the revenue estate of Village Bajghera, Sector – 112, Tehsil and District Gurugram, Haryana (hereinafter referred to as the “**Project Land**”) as more particularly described and set out in the Schedule of Property hereto, and a schematic map of the said Project Land is annexed hereto as Annexure-I.
- B. The Owners along with predecessors to the Owners i.e. Shri Pyare Lal and Shri Sultan and the Developer had entered into a Development Agreement dated 22<sup>nd</sup> January, 2007 in respect of the said Project Land. The said Shri Pyare Lal and Shri Sultan have expired and are now variously survived by the present Owners. The Owners confirm that there are no other legal heirs or any other persons having any claim, right, title or interest on the said Project Land.
- C. The Developer obtained Group Housing License for the envisaged Project on 18.02.2013, however admittedly, the development could not take place in terms of the original understanding. Thereafter, the Owners and the Developer entered into various supplementary Agreements (dated 16.02.2012, 20.06.2012, 01.03.2013, 15.05.2014, 16.05.2014) to enshrine further terms and conditions modifying the original terms of understanding. Thereafter, disputes arose and the proposed Project could not be implemented according to the agreed timelines.
- D. The Parties entered into the First Supplemental Agreement dated 13<sup>th</sup> January, 2020 and agreed on further modified terms. However, again, the Parties could not implement the Project due to the *Force Majeure* situation created due to the worldwide COVID 19 pandemic. Therefore, with a view to resolve all issues and give an impetus to the development of the Project, the Parties through mutual effort and cooperation have resolved the differences and are hence entering into this Second Agreement. Accordingly, the Parties hereby undertake to waive all their claims, penalties, demands, payments etc. under the Development Agreement dated 22<sup>nd</sup> January 2007 along with the supplementary Agreements dated 01.03.2013, 15.05.2014, 16.05.2014 and the First Supplemental Agreement dated 13<sup>th</sup> January, 2020 to the extent that is enshrined here. All the applicable Clauses in the First Supplemental Agreement dated 13<sup>th</sup> January, 2020 have been reproduced *verbatim* herein to avoid any discrepancy or confusion in interpretation. The Parties have reviewed the commercial aspect in view of which the Parties are intending to restart development of the Project in terms of the present Second Agreement. This Second Agreement upon successful execution shall only restart the Project and shall not give any additional right to the Parties to claim anything from the other Party out of their earlier

  
Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

  
Bir Singh *alias* Bir Singh Rana

  
Arvind Rana


  
Bharat Singh

  
Karam Veer

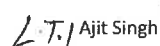
  
Parmil Rana *alias* Parmil

  
Pradeep Rana

  
Tej Pal Rana

  
Satbir Singh Rana

  
Rambeer

  
L.T. Ajit Singh





commercial understanding arising out of the Development Agreement and supplementary Agreements, unless specifically mentioned herein.

- E. The Developer has already been granted a license bearing number 04 of 2013 for development of a Group Housing Colony ["GHC"] on the said Project Land. Building plans were also approved by the Developer from the Director, Town and Country Planning Department, Haryana vide their Memo No. ZP-866 / AD(RA)2014/8560 dated 02.05. 2014. The said license is pending renewal before the DTCP, Haryana. The Developer now intends to develop the said Project under the Transit Oriented Development Policy, 2016 ("TOD Policy") of the Government of Haryana read with the various notifications, amendments, circulars and regulations issued from time to time.
- F. After detailed discussions and based on the representations and assurances of the Parties to one another the Parties have agreed to enter into this Second Agreement. With a view to obviating the possibility or probability of any misunderstanding or dispute or dissension at any later stage, the Parties hereto have decided to record in writing, the terms and conditions of their understanding as detailed here under.

**NOW, THEREFORE, THIS SECOND SUPPLEMENTAL AGREEMENT WITNESSTH AND IT IS HEREBY AGREED, DECLARED, COVENANTED AND RECORDED BY AND AMONGST THE PARTIES AS UNDER:**

**1. Definitions and Interpretations**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

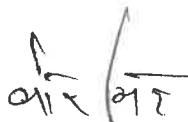
In this Agreement, unless the context or meaning otherwise requires, the following capitalized terms shall have the meanings ascribed to them below:

"Affiliates" shall mean, in relation to any Person, any entity Controlled, directly or indirectly, by that Person, any entity that Controls, directly or indirectly, that Person, or any entity directly or indirectly under common Control with that Person;

"Agreed Master Plan" shall mean the master plan prepared by the Developers in relation to the Project, and as may be revised in accordance with the terms of this Agreement.



Rishi Rosh *alias* Rishi Roshe *alias* Rishilal



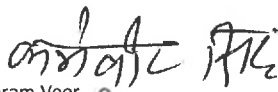
Bir Singh *alias* Bir Singh Rana



Arvind Rana



Bharat Singh



Karam Veer



Parmil Rana *alias* Parmil



Pradeep Rana



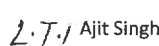
Tej Pal Rana



Satbir Singh Rana



Rambeer



L.T./ Ajit Singh



“**Agreement**” shall mean this Agreement and all attached Annexures, Schedules, and instruments supplemental to or amending, modifying or confirming this Agreement duly signed by all the Parties in accordance with the provisions of this Agreement.

“**Allocation Agreement**” shall mean collective reference to the units as allocated to the Owners collectively as enshrined in an Allocation Agreement;

“**Approved Building Plan**” shall mean the building plans and drawings for development of each Phase of the Project, as prepared by the Developer as per the Agreed Master Plan and approved / sanctioned by DTCP.

“**Building Common Areas**”, with reference to the Entire Building(s), shall mean all of the common areas being part of the Entire Building(s), including the corridors, hallways, staircase, passageways, lobbies, lift rooms, machine rooms, basement, balconies, sanitary ducts, electrical ducts, overhead and underground water tanks and pump rooms, all with respect to the Entire Building(s);

“**Construction Development**” shall include any/all the activities with respect to the development of the Project namely, site clearance, security on site, appointment of consultants, vendors and contractors, marketing and sales, applying for approvals,

“**Developers’ Share**” shall mean the balance saleable FSI/FAR in the Project after deducting the Owners’ Share as described herein below.

“**Occupation Certificate**” shall mean the occupancy certificate, or such other certificate by whatever name called, issued by DTCP, confirming that Entire Building(s) or Partial Building(s), as the case may be, has been constructed pursuant to the Approved Plan

“**Phase**” shall mean either Phase under which the buildings shall be registered in RERA;

“**Project**” shall mean the construction and development of a mixed use project on the Schedule Land, comprising of Residential Development, and/or mixed use development, in a phased manner, in accordance with Applicable Law.

“**RERA**” shall mean and refer to Real Estate (Regulation and Development) Act, 2016 as applicable in Haryana, along with Haryana Real Estate (Regulation and Development) (General) Rules, 2017-and any amendments thereto, from time to time.

“**FORCE MAJEURE**” For the purposes of this Agreement, a Force Majeure Event shall mean the events or circumstances or combination of events or circumstances set out below that affects

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

Bir Singh *alias* Bir Singh Rana

Arvind Rana

Bharat Singh

Karam Veer

Parmil Rana *alias* Parmil

Pradeep Rana

Tej Pal Rana

Satbir Singh Rana

Rambeer

L.T./ Ajit Singh



construction of the Project and/or development of the Schedule Property thereby preventing performance by any Party in fulfilling their obligations under terms of this Agreement ("Force Majeure Event"):

- All acts of God including earthquake, flood, landslide, storm, hurricane, cyclone;
- Acts of terrorism;
- Industry-wide strikes/ labour disruptions in Gurgaon;
- War, hostilities (whether declared or not), invasion, rebellion, riots, conflict or military actions, ionising radiation, contamination by radioactivity from nuclear fuel, radioactive toxic explosion;
- Compulsory acquisition or takeover by any government agency of the Project or any part thereof for any reason whatsoever;
- Pandemics and epidemics, which adversely affects the development of the Project;
- National emergency proclaimed by the President of India;
- Delays due to any action or inaction of Governmental Authority;
- Any notice, order, rule, notification of any government, including a lockdown order, or other public, judicial, or competent authority or court or change in law; and/or
- Any other condition(s), event(s) and/or acts reasonably beyond the control of the Party claiming the Force Majeure.
- In the event of occurrence of a Force Majeure Event, notwithstanding anything to the contrary contained herein, the aggrieved Party shall be excused from performance to the extent of such prevention, restriction or interference, provided such Party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.

## 1.2 Interpretation in the present Second Agreement

- 1.2.1 Unless the context otherwise requires, any reference to singular includes a reference to the plural and *vice versa*, and reference to any gender includes a reference to all other genders and any reference to a person includes any legal or named person, partnership, firm, trust, company, association of persons, government or local authority, department or other body (whether corporate or unincorporated).
- 1.2.2 Any reference to statutory provisions shall be construed as meaning and including references also to any amendment or reenactment for the time being in force and all statutory instruments or orders made pursuant to the said statutory provisions;
- 1.2.3 Recitals, and annexures and schedules to the present Agreement shall be deemed to form an integral part of this Second Agreement.

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

Bir Singh *alias* Bir Singh Rana

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Rambeer

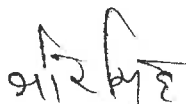
L.T.I. Ajit Singh



2. The subject matter of this Second Agreement is the Project Land as fully described in Recital A to this Second Agreement read with Schedule of Property hereto. The Owners undertake to keep the title of the said Project Land absolutely free, marketable and saleable and confirm that the Developer continues to be in possession of the said Project Land in terms of the Development Agreement dated 22<sup>nd</sup> January, 2007. The Owners shall handover title documents of the said Project Land upon execution of this Second Agreement.
3. The Parties understand that the merging of the internal circulation road with the existing revenue rasta is critical for proper planning of the Project. Therefore, it has been decided that the Developer shall, at its own cost, endeavour to get the alignment of the 24-meter internal circulation road as per Sectoral Plan for the Sector where the said Project Land is situated, so as to merge the Revenue rasta in the said Sector Road.
4. The Owners shall cooperate with the Developer to procure Approvals as may be required including but not limited to registration of the said Project under the Real Estate (Regulation and Development) Act 2016 ("RERA"), and shall be legally responsible towards timely executing all documents relevant for obtaining the Approvals from the concerned authorities for the development and/or activities that generally be required for or in relation to the development of the said Project on the Project Land. The Developer expressly agrees that any liability arising out of any default/ action/ inaction connected with the application / compliances under RERA with HRERA shall be solely borne by the Developer, the Owners shall be kept indemnified at all times.
5. The Owners, at the time of execution of earlier Development Agreement/Supplementary Agreements, have already executed and get registered various General Power of Attorney/Special Power of Attorney enabling the Developer to apply of requisite approvals or amendments thereof and to develop, market and sell the development on the project and the said Project Land. The Owners undertake and declare that said General Power of Attorney/Special Power of Attorney are still valid, subsisting and irrevocable. Further, if, after the execution of this Second Agreement, the Owners are required to certify, execute and registered any other document, then Owners shall certify, execute and register necessary documents including General Power of Attorney, Special Power of Attorney, as may enable the Developer to apply for requisite Approvals or amendments thereof, develop, market and sell the development on the Project and the said Project Land.



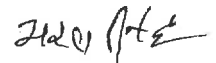
Rishi Rosh *alias* Rishi Roshe *alias* Rishilal



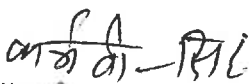
Bir Singh *alias* Bir Singh Rana



Arvind Rana



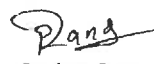
Bharat Singh



Karam Veer



Parmil Rana *alias* Parmil



Pradeep Rana



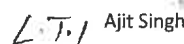
Tej Pal Rana



Satbir Singh Rana



Rambeer







6. The Developer, subject to permission from competent authority for change in alignment of 24 metres road as provided in Clause 3 and subject to the extension of timelines due to *Force Majeure*, shall endeavor to procure all subsequent permissions approvals, revised zoning and building plans, service estimates/plans, environmental clearance, pollution NOC, height clearance, mining permission, RERA registration etc. and thereafter, start the Construction Development of the Project site within eighteen [18] months from the date of this Second Agreement, with the grace period of two [2] months. The Developer has specifically agreed to start the actual work on the Project after taking necessary permissions and registration of the Project in accordance with the RERA within the aforesaid period of 18 months along with a grace period of 2 months. In case the Developer fails to commence the Construction Development on site within the aggregate period of 20 months, then this Second Agreement along with all other deeds and documents including the Development Agreement dated 22<sup>nd</sup> January 2007 and the supplementary Agreements dated 16.02.2012, 20.06.2012, 01.03.2013, 15.05.2014 and 16.05.2014, as well as the First Supplemental Agreement dated 13.01.2020 executed between the Parties shall stand terminated provided that the Developer has recovered from DTCP the fees cost charges etc. incurred by the Developer (including either by assignment to any other developer or by change of developer) and all the amounts paid there under by the Developer to the Owners shall stand forfeited.

Notwithstanding anything to the contrary contained herein, any Force Majeure Event pursuant to this Clause 6 shall automatically extend the timelines set out in this Agreement, for the period of such Force Majeure Event.

## 7. Adjustable Security Deposit

7.1 In lieu of the Owners granting development rights to the Developer, and assuring commitment of cooperation and execution of enabling documents, the Developer has paid/shall pay the following Adjustable Security Deposit to the Owners:

- (i) An amount of Rs. 15,51,03,859 (Rupees Fifteen Crores Fifty One Lakhs Three Thousand Eight Hundred and Fifty Nine Only) has already been paid by the Developer to the Owners and /or their predecessors collectively under the terms of the Development Agreement dated 22<sup>nd</sup> January, 2007, the receipt of which is acknowledged by the Owners as more specifically described in Annexure II A hereunder shall stand forfeited and not to be adjusted in any manner.

Rishi

Rishi Rosh alias Rishi Roshe alias Rishilal

Bir Singh

Bir Singh alias Bir Singh Rana

Arvind

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil Rana

Parmil Rana alias Parmil

Pradeep

Pradeep Rana

Pal Rana

Pal Rana

Satbir Singh Rana

Satbir Singh Rana

Rambeer

Rambeer

L. T. I Ajit Singh



- (ii) An amount of Rs. 15,00,00,000 (Rupees Fifteen Crores Only) has already been paid by the Developer to the Owners and /or their predecessors collectively, under the First Supplemental Agreement dated 13<sup>th</sup> January, 2020, the receipt of which is acknowledged by the Owners as more specifically described in Annexure IIB hereunder shall stand forfeited and not to be adjusted in any manner.
- (iii) An amount of Rs. 20,00,00,000/- (Rupees Twenty Crores Only) shall be paid to the Owners collectively in the following manner:
  - a) Rs. 15,00,00,000/- (Rupees Fifteen Crores Only) at the time of the execution of this Second Agreement by all Parties, the receipt of which is acknowledged by the Owners as more specifically described in Annexure III hereunder.
  - b) Rs. 5,00,00,000/- (Rupees Five Crores Only) on the 60<sup>th</sup> day after the execution of this Second Agreement.

7.2 It is clarified that in case where the Developer fails to start the Construction Development, the amounts paid shall stand forfeited as provided in Clause 6 above else the aforementioned amounts shall be refunded to the Developer at the time of handing over of the Owners' Share to the Owners or shall be adjustable at the time of allotment of the Owners' Share to the Owners or the Developer shall be entitled to hold back such number of units out of the Owners' Share at the then prevailing rate fixed by the Developer for marketing its inventory so as to recover from the Owners.

## 8. Owners' Share in Saleable Area

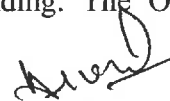
- 8.1 The Owners shall collectively be entitled to 5,00,000 (Five Lacs only) square feet of the saleable area or its equivalent of 46452 sq mts of saleable area in the Project, hereinafter referred to as the "Owners' Share". Saleable area shall mean and refer to all the area of the apartments / units of various sizes, commercial development, if any, the common areas, parking, basement, podium, services and facilities.
- 8.2 Provided that in the event that the Developer is unable to get the permissions for the realignment of the 24 mts road along the nallah outside the boundaries of the Project Land, then the Owners Share collectively shall be restricted to 4,75,000 (Four Lakhs and Seventy Five Thousand only) sq ft or an equivalent of 44,128.9457 sq mts approximately of saleable area in the Project.
- 8.3 The Parties shall jointly identify the units comprising the collective Owners' Share in the Project within 60 days of receipt of the Approved Building Plans and approved building plans. The identified units shall be described against each Land Owner in an Allocation Agreement. In the absence of any consensus in this regard, the Developer's decision will be final and binding. The Owners shall take



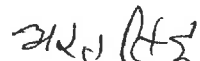
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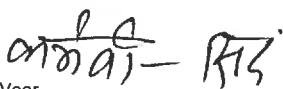
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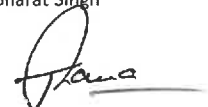
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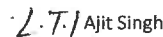
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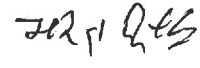
proportionate number of units spread across all phases of the Project. The Developer shall be indemnified from and against any *inter se* disputes regarding the Owners' Share. The Developer's obligation shall stand fulfilled once the offer for the total area of Owners' Share is made to Mr. Bir Singh (the Land Owner No. 2 herein) who shall be treated by all Parties herein as the designated representative on behalf of all the Land Owners collectively.


- 8.4 The Owners agree and accept that all the balance saleable area and common areas in the Project after deducting the Owners' Share shall be treated as the Developers' Share in the Project. The Owners further agree and assure that even if the Project Lands elicit more FSI/FAR or if the Developer chooses to load more FSI/FAR on to the Project, the Owners Share will be restricted to the area described herein above in Clause 8.1 read with 8.2.
- 8.5 The Developer undertakes to complete the first phase of development within 4 years of receipt of RERA registration or extension thereof.
- 8.6 The Developer agrees to complete the Project within the validity period of RERA registration/any extension thereof (subject to *Force Majeure*) from receipt of all Approvals including RERA registration and hand over the Owners' Share to the Owners collectively.
- 8.7 It is agreed between the Parties that upon the hand over of the Owners' Share, all the tax liabilities, and/or costs arising out of or on account of the said Owners' Share as being given under this Second Agreement shall be borne by the Land Owners and the Developer shall have no liabilities towards the same.
- 8.8 Owners shall not sell their Share in the Open Market and shall negotiate any sale through the Developer only so as to maintain the uniformity in pricing and ensure better pricing of the Project. The Developer shall charge selling and marketing expense and administrative charges at the rate of 5% of the basic sale price.
- 8.9 It is made clear that the Parties shall be obliged to share the maintenance collection responsibilities against their Owners' Share on *pro rata* basis.
- 8.10 The Owners shall execute, whenever required by the Developer, the Builder Buyer's Agreement (BBA) for each respective unit allocated to the individual Owners against Owners' Share in the format being used for other customers/allottees. The Owners further affirm, undertake and agree to abide by ancillary obligations as mentioned in Annexure-E. One Car Parking against each respective unit shall also be allocated to Owners' at the time of signing of BBA.
9. That possession of the units/apartment allocated to the Owner's share shall be handed over to the individual Owners within the timelines as per RERA registration certificate to be issued at the time of Registration of the Project under RERA or any extension thereof. In

  
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Pradeep Rana

  
Tej Pal Rana

  
Satbir Singh Rana

  
Rambeer

  
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case, the Developer is not able to handover the possession of the units allocated to the Owners within the time stipulated in the RERA Registration Certificate of the Project/Phase and its extension, if any, the Owners shall be entitled to payment of compensation for delay at the rate of Rs. 7.50/- (Rupees Seven and Fifty Paise only) per sq.ft. per month of each such delayed unit till the date of issuance of notice of possession (IOP) of respective unit to the Owners.

10. That the Developer agrees to pay all kinds of fees for seeking necessary Approvals / permissions for development on the said Project Land. Any outgoing and statutory dues or any dues / charges of any sort in respect of the said Project Land for the period prior to the date of the Development Agreement i.e. prior to 22.01.2007, shall be exclusive liability of the Owners. The Owners represent that after signing of the Development Agreement, the Owners have not created any encumbrances / liability / *inter-se* Agreements amongst the Owners and that all representations, warranties and obligations qua the said Project Land provided by the Owners under the Development Agreement are valid and subsisting.
11. That the Developer shall earmark, in each phase, the proportionate Owners Share in a proportionate manner [that is as per value and location of the units comprised in the towers] in all the towers, within three months of registration under RERA and the Owners shall be bound to execute the standard Buyers Agreement for the same without any demur or protest, within 30 days of calling upon to do so by the Developer. The Owners shall within three months of execution of the buyers Agreement, confirm if any Owner shall himself sell the allocated Owners Share. Transfer charges as prescribed by the Developer for the entire Project, any stamp duty or other statutory fee / charges payable on/ due to the said transfer or any enhancement thereof due to the said transfer, shall be exclusive liability of the Owners and/or their transferees. Upon completion of RERA registration, the Developer shall provide options to the Owners to opt for their complete Share in the first phase and balance, if any in the subsequent phases proportionately. The specifications of the Owners' Share shall be similar to that of the other apartments in the said tower.
12. The Developer shall make every endeavor to hand over the Owners Share within Four years from the receipt of registration of the said Project as contemplated in the Real Estate Regulation and Development Act, 2016 or any extension thereof or environmental clearance, whichever is later subject to *Force majeure*, which helps extend the timelines accordingly. The Owners undertake not to interfere with or obstruct in any manner with the execution and completion of work of development on the Project Land.
13. That all statutory charges/fees/payments including External Development Charges, Infrastructure Development Charges, shall be paid by the Developer. The bank guarantee etc. for the payment of External Development Charges and Infrastructure Development Charges shall be furnished by the Developer from its own sources without claiming any

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Bir Singh

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Arvind

Arvind Rana

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Parnil

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charge or liability from the Owners. However, the Developer shall be fully entitled and competent to recover the same from the prospective/ intending buyers of the Developer's Share and the Owners shall not object to or interfere with this in any manner whatsoever. In case any of the guarantee, deposit / security deposit is to be made in the name of the Owners, then the Owners shall within 30 days of realization, be liable to refund the same. In the event of said guarantee, deposit / security deposit being refunded by the said authority to the Owners, then the Developer shall have the unilateral right to adjust the same by proportionate reduction from the Owners' Share of development, as specified herein in this Second Agreement.

14. The Developer shall engage and/or contract with architects, surveyors, engineers, contractors of its choice at its own cost, expenses and responsibilities for preparation, submission and obtaining approvals for developing, promoting, constructing and completing the buildings on the Project Land. The payment of wages, salaries, professional fees and all other expenses for engaging, employing and or contracting any person shall be the sole responsibility of the Developer. The development of the Project Land shall be done by the Developer at its own cost without any interferences from the Owners.
15. The Developer shall have the right to finalize the layout plans of the development approved in accordance with the zonal plans and building plans, the rules and bylaws as may be prescribed from time to time after the grant of approvals. The Developer shall be entitled to make or agree to make such variations, alterations, modifications, deletions and/or additions in the designs of the plans as may be required or considered by the Developer described as necessary without any interference from the Owners. The Owners undertake to provide no objection certificates or concurrence to the required changes, if required by the Developer.
16. The Developer shall have the right to finalize and execute the plans to develop the Project Lands in such manner as it may desire, in its absolute discretion solely at its own cost and expenses. The Developer shall have the right to accept the financial consideration and issue receipts thereof from the intending buyers in its own name without any claim, title or right of the Owners, qua the area falling to the Developer's Share.
17. The Developer shall solely decide how to brand the Project in terms of signage, brand presentation, logos etc. and the Owners shall have no say and objection to the same. The Developer shall be solely entitled to advertise the development at its cost through any media / mode of advertisement, as the Developer may deem fit. The Developer shall be

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Bir Singh *alias* Bir Singh Rana

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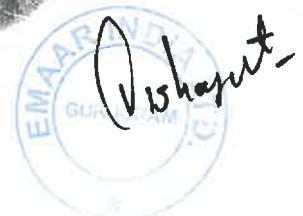
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free to put up sign boards etc. on the said Project Lands or at any other places, in any manner and as such it shall be fully entitled to invite prospective buyers/customers. All the expenses relating to sales like brokerage etc. shall be borne by the Parties for their respective Shares.

18. The Owners shall execute necessary documents or instruments as a confirming party as may be necessary for the Developer to market and sell the development and pass legal title to the prospective buyers, whether in form of Agreements to sell, buyer's Agreements, sale deeds. The Owners shall execute necessary documents, Agreements, attorney, authorization and assurances as may be necessary and requisite to be given in favor of the Developer for the said purpose. The Developer shall be fully competent to enter into any Agreement and accept cheques, pay order, draft, etc. from all such transferees in its own name and shall be fully competent to issue receipts for all such payments received in its own name after allocating the Share of the Owners and handing over Buyer's Agreements. The Developer shall not do anything in respect of the Owners' Share unless the apartments is transferred/ agreed to be transferred or the Developer is authorized for the same by the Owners. However, the Owners can sell their allocation, but not below the price fixed by the Developer for sale of the Developers Share and upon submission of copies of the Agreement to sell, buyers Agreement, etc. at the time of transfer of their allocation.
19. The Developer shall always be fully competent to assign /transfer any part or portion of its rights under this Second Agreement to its subsidiaries and or third Parties, without prior consent of the Owners and without the same being detrimental to the Owners' interest in any manner whatsoever and the Owners undertake to sign any document as may be required by the Developer in this regard. However, the Owners undertake and assure that they shall not assign transfer, or encumber its land and/or obligations under this Second Agreement.
20. That keeping in view the prestige of the proposed development, the Developer shall have the right to nominate a Maintenance Agency, at its sole discretion, for upkeep and maintenance. The Maintenance Agency shall fix from time to time, the maintenance charges payable by the occupants/prospective buyers. However, prior to possession of prospective buyers including the Owners, they shall be required to sign and execute a Maintenance Agreement with the Maintenance Agency. The Maintenance Agreement shall mention the services to be provided by the Maintenance Agency and the charges payable by the allottee/s. Further the Parties hereto shall pay the maintenance charges for the unsold / unoccupied areas in ratio of their Share in the areas of the Project.

Rishi

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Bir Singh

Bir Singh *alias* Bir Singh Rana

Arvind

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parnil

Parnil Rana *alias* Parnil

Pradeep

Pradeep Rana

Tej Pal

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Satbir Singh

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21. That, as and when, the Owners want to take over possession of their Share or part thereof in the said Project for self-occupation, then the Owners shall before taking actual possession be liable for payment of all deposits / amounts like maintenance security, electricity connection charges, other operational charges, club charges as applicable to other customers etc. and fulfill all other formalities as any other intending prospective purchaser would be required to do. The Owners shall not be required to pay membership fee for the club as they shall be given free membership to the club. However, they shall be liable to pay proportionate maintenance charges and other outgoings at par with other members of the club. The Owners undertake to pay all the monthly maintenance and outgoings and they shall not be liable for any advance payments towards the same. However, this privilege shall be only allowed for Owners personal occupation and shall not be available to the prospective purchasers or transferees of the Owners.
22. That in lieu of the Developer providing its expertise in development including various costs, efforts and actual development of the Project Land, the Developer shall be entitled to balance area after Owners Share ("**Developer Share**"). In case the Developer applies for additional FSI/FAR by way of TDR (Transfer of Development Rights Policy of Directorate of Town and Country Planning) or by way of GRIHA (Green Rating for Integrated Habitat Assessment) or under the Transit Oriented Development Policy otherwise and secures the same after paying necessary charges, the same shall be exclusively availed by the Developer and the Owners shall not be entitled to any share in such additional FSI/FAR. In case additional FSI/FAR is availed, the Owners shall not be subjected to any cost or expenses etc. The Owners shall not be subjected to any discrimination in any manner whatsoever as far as the overall development of the Project is concerned. For removal of doubts it is stated that the Owners shall be entitled to have its Share proportionately spread in the overall Project as provided in Clause 9 above whether the Developer opts for additional FSI/FAR or not.
23. That at the time of handing over of the possession of the Owners Share, the Developer shall be entitled to get a Sale Deed for the said Project Land registered in its favour. The Owners also hereby authorize and confirm that the Developer either itself or through the attorney appointed by the Owners may get the Sale Deed registered and the Owners shall not object to the same and shall provide all necessary assistance for the same. The Conveyance Deed for the Owners' Share shall be executed by the Developer, at the cost and expenses of the Owners or their transferees. Provided however for certain number of units (whose total

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Arvind

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Bharat Singh

Bharat Singh

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Karam Veer

Parnil

Parnil Rana *alias* Parnil

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saleable area aggregates to 1,50,000 (One Lakh and Fifty Thousands only) Sq. Ft. which may be retained by the Owners collectively for their personal use, the Developer is willing to pay the Stamp Duty for conveyance deed in favour of such Owners (as and when required).

24. The Developer shall be fully entitled, empowered and authorized to mortgage and/or create charge over the said Project Lands or the FSI/FAR in full or in part and the Owners shall sign all papers required for creation of such a charge. The Developer in its own right shall be entitled to create charge and/or mortgage on the basis of powers vested in it. However, the Owners shall not be burdened with any monetary liability for the same and the Owners Share shall be free from all sort of encumbrances, charge, lien etc. at the time of handing over the possession by the Developer.
25. Simultaneous to the execution of this Second Agreement, the Owners are executing an General Power of Attorney (GPA) or execute such documents as may be required for confirming the mutually agreed covenants of previously executed powers of attorney and Special Power of Attorney (SPA) in favour of the Developer and nominated assignees/representatives of the Developer authorizing the Developer and/or its nominated assignees / representatives to sign/execute /undertake with respect to the said Project Land to submit on their behalf all the applications, forms, affidavits, undertakings etc. whatsoever as and when required to be submitted for the purposes including but not limited to grant of Approvals, LOI, license, sanction of layout plan [or any revision or amendment thereof], zoning plan, building plan or any revision or amendment thereof], renewal of license, partition, water, sewage, environment, pollution, fire, Land acquisition, revenue authorities, and Electricity connections or any other facility or amenity as may be required from any other authorities for and in connection with Approvals, sign/ execute/ undertake with respect to the said Project Land, to submit on their behalf, registration with RERA authorities, powers to sign, execute and get registered any Agreement to sell, sale deed, lease deed, conveyance deed, mortgage deed and to receive the sale consideration in lieu of sale of any apartment/ space and to issue receipt thereof and for sale / marketing of the Project or the said Project Lands or generally in relation to the development of the said Project Land including representing the Owners before any Court of law in matters pertaining to the said Project Land and to engage advocates etc. The same shall be executed and got registered by the Owners simultaneously to the execution and registration of the present Second Agreement.

Rishi

Rishi Rosh alias Rishi Roshe alias Rishilal

Bir Singh

Bir Singh alias Bir Singh Rana

Arvind

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil

Parmil Rana alias Parmil

Pradeep

Pradeep Rana

Tej Pal

Tej Pal Rana

Satbir

Satbir Singh Rana

Rambeer

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L.T.1 Ajit Singh





26. It has been agreed between the Parties hereto that in event of any claim, demand, litigation of any nature, *inter-se* or against the Owners, or any family disputes, then, the Owners shall be responsible and ensure that the development of the Project Land or any other work incidental thereto is not stopped, prevented, obstructed or delayed in any manner whatsoever at any time. It is agreed that payment of/satisfaction of such claims, outstanding, demands, costs / expenses, litigation and/or Court decree if required, and or penalties / compensation fees / charges caused due to the above shall only be paid out of or satisfied out of the Owners Share and any delay due to the said reasons shall proportionately extend the time for development. The Owners authorize the Developer to prosecute / defend / compromise any notice, litigation, claim or demand against the said Project Land on their behalf. To secure any such aforementioned probability, the Owners shall not sell/create third party rights/encumber more than 75% of the Owners Share till handing over of the Owners Share after issuance of Occupation Certificate.
27. The Owners agree, confirm and assure that there is no possibility of any portion of the said Project Land getting lost/reduced due to defect in the title of the said Project Land. The Owners represent warrant and undertake to the Developer that it shall not enter into any arrangement of any nature whatsoever with any person or entity concerning the said Project Land or any part thereof or alienate or in any manner encumber the said Project Land or any part thereof; the Owners shall not cause by any act of Commission or omission or cause to be done anything that may adversely affect the development in any manner; and shall not conduct itself in a manner so as to impede, restrict, frustrate or otherwise object to or dispute the right, title, claim and interest of the Developer, in any manner whatsoever.
28. The Owners expressly warrant and assure to indemnify and keep the Developer fully indemnified against any losses, costs, damages, third party claims, litigation etcetera, which the Developer or the intending buyers of the Developer may suffer by reason including but not limited to any defect in the title of the Owners to the said Project Land or claim or interest of any third party qua the said Project Land or breach of any term or condition of this Second Agreement or any wrong or false representation.
29. The Owners agree that in the event the said Project Land or any part thereof is ever notified for acquisition by any government department or statutory authority, then, the Owners shall immediately intimate the Developer of such notice process / proceedings etc. in writing and they will also undertake not to take any compensation from or any action in this regard, without the written consent of the Developer. The Owners shall also authorize the Developer for taking such action as may be deemed fit by it at that point of time. In

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Karam Veer

Parmil

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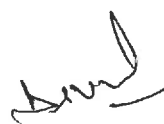
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consideration of its efforts, expenses, time, the Party shall be entitled to the compensation awarded proportionately.

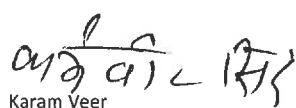
30. The performance of the obligations by the Developer here to under the present Agreement shall be subject to the "**Force Majeure**" conditions, such as, act of God, natural calamities, earthquake, flood, stoppage due to government order, other natural disasters, explosion, mischief, sabotage, lightning, civil commotion, embargo, military action, political unrest, change in applicable law or any change in government / departmental policy or bylaw, the ongoing COVID-19 pandemic, etc. and decisions materially affecting the Project herein, leading to delay in Approvals, any prohibitory orders issued by National Green Tribunal and all other authorities / quasi-judicial authorities / tribunals / courts, any acts omission / delay attributable to the Owners or any other circumstance beyond the reasonable control of the Developer and not attributable to the Developer, which shall extend the timelines accordingly. The Developer shall within 30 [thirty] days of occurrence of any *Force majeure* event give intimation of the same to the Owners.
31. The Owners are contractually and legally bound to respect and preserve the confidentiality of all information received from the Developer and contents of this Second Agreement, plans or any information of a proprietary or confidential nature relating to the contemplated transaction.
32. The present Second Agreement shall be strictly on principle to principle basis and in no manner be construed as creating a partnership or principal agent relationship between the Parties hereto.
33. The failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.
34. If any part of the present Agreement is determined to be void or unenforceable, the said part shall be deemed to have been amended or deleted and the remaining provisions of this Second Agreement shall remain operative provided those are capable of performance. In case of conflict between the terms of this Second Agreement, the first Supplemental Agreement, and the Development Agreement, the terms of this Second Agreement shall prevail over all previous Agreements.


  
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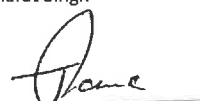
  
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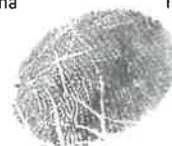
  
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35. That upon the execution of this Second Agreement, the Development Agreement and the First Supplemental Agreement shall stand superseded and modified in terms of the present Second Agreement. Supplementary Agreements dated 16.01.2013, 15.05.2014 16.05.2014 stand cancelled by virtue of this present Second Agreement. Supplementary Agreements dated 16.02.2012 and 20.06.2012 were executed for fulfilling formalities requirements of Town and Country Planning Department and as such are not affected by the present Agreement [except to extend the timelines under Clause 28 above], contents whereof are not being repeated herein for the sake of brevity. The Developer shall also be entitled to seek adjustment / refund of the fee paid from the relevant government department and the Owners shall not object to the same.
36. The Parties to the present Second Agreement shall individually be liable in respect of any or all taxes and any other fiscal liabilities for their respective shares in the built-up property and or proceeds thereof under the present Second Agreement. Both the Parties are aware that any GST liability on account of onward sales of their share of areas to the intending purchasers shall be their own account and no claim relating to GST on sale of each party area shall be made to the other party.
37. The cost of execution and registration of the present Second Agreement and the General Power of Attorney [GPA] and the Special Power of Attorney [SPA], if required, shall be borne by the Developer.
38. That the prospective buyer / purchaser or the Owners or their transferees or any other person having any right or interest in the same, shall bear the cost of execution and registration of the conveyance deed / sale deed in his / her / their favor.
39. That upon execution of this Second Agreement, the Owners hereby withdraw all or any legal notices / communications given by them before the execution of this Second Agreement. The Owners also withdraw and undertake not to institute, continue or press for any complaint/application that may have been filed by them in respect, subject to successful execution of this Second Agreement.
40. That this Second Agreement shall be specifically enforceable at the instance of either of the Parties. Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Second Agreement shall be given in writing and may be given by personal delivery or by email on the registered email address or by sending the same by reputed courier addressed to the Party concerned at the address stated below

  
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Bir Singh *alias* Bir Singh Rana

  
Arvind Rana

  
Bharat Singh

  
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
  
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Satbir Singh Rana

  
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and, or any other address subsequently notified to the other Party for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

In case of Developer:

Attention : Emaar India Limited  
Address : Emaar Business Park, Mehrauli Gurugram Road, Mehrauli  
Sikanderpur Chowk, Sector – 28, Gurugram, Haryana – 122002

Email :

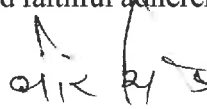
In case of the Owners (for all the constituents of the Owners):


Attention : Mr. Bir Singh (Land Owner No. 2)  
Address : H.No. 1084, Block-J, Palam Vihar, Gurugram  
Email :

Any such notice, demand or communication the above-named Owner shall be construed as sufficient notice, demand or communication to all the constituents of the Owners and no further notice, demand or communication shall be required to be given or effected upon each of the constituents of the Owners. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served at the time of delivery in the case of service by delivery in person or by post, and on transmission in the case of service by email, provided that such notice, demand or communication shall also be dispatched to the concerned noticee by post within 3 (three) Business Days of transmission of such notice, demand or communication by email.

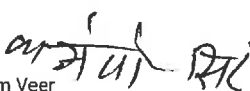
41. The Owners have entered into the present Second Agreement with their own free will without any type of coercion or pressure or undue influence from any corner with the understanding that the said Project Land can be developed only after obtaining the requisite Approvals from the concerned authorities.–Hence the Owners assure, undertake and warrant that the Owners shall not, by themselves or allow any other party through them, to cancel or revoke this Second Agreement at any time or any related documents as executed or as may be executed at any time hereinafter with and in favour of the Developer or do anything that may frustrate or otherwise adversely affect the transaction contemplated under this Second Agreement, the First Agreement, the Joint Development Agreement or any related documents or that may harm the reputation and brand of the Developer and undertake that the execution and faithful adherence of all obligations in all documents shall

  
Rishi Rosh alias Rishi Roshe alias Rishilal

  
Bir Singh alias Bir Singh Rana

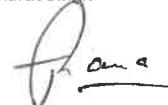
  
Arvind Rana

  
Bharat Singh

  
Karam Veer

  
Parmil Rana alias Parmil

  
Pradeep Rana

  
Tej Pal Rana

  
Satbir Singh Rana

  
Rambeer

L.T.I Ajit Singh





be binding upon the Owners. The Developer here in assures the Owners that it shall not use any of the covenants to frustrate or delay in handing over of the ownership of the Owners Share.

42. That the Developer shall be responsible for compliance of all terms and conditions of license / provisions of the Act of 1975 and Rules 1976 till the grant of Occupation Certificate to the buildings in the Project or relieved of the responsibility by DGTCP, Haryana, whichever is earlier.
43. This Second Agreement, GPA and SPA shall be irrevocable and no modification alteration etc. in the terms and conditions of this Second Agreement can be undertaken, except after obtaining prior approval of the DGTCP, Haryana.
44. This Second Agreement shall be governed by, and construed in accordance with laws of India. In the case of any dispute controversy or claim or interpretation arising out of or in connection with dealing and settling with the operational issues between the Parties including any discrepancies and differences in distribution of areas, etc., the Party shall resolve and settle such dispute or claim through mutual discussions and negotiations. In case, such dispute or controversy or claim is not resolved or settled amongst the Parties through negotiations and discussions within 60 days, then the same shall be referred to arbitration as given hereunder in Clause 45.
45. In the case of any dispute, controversy or claim arising out of or in connection with this Second Agreement, including any question regarding its existence, validity interpretation, breach or termination, the party shall attempt to first resolve such dispute or claim amicably through discussions between senior executives or representatives of the disputing Parties. If the dispute is not resolved through such discussions within 60 days after one disputing party has served a written notice to the other disputing party requesting the commencement of discussions, such disputes shall be finally settled through Arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof. The venue of Arbitration shall be at Gurugram Haryana and the language of the arbitration proceedings shall be English. The Arbitral tribunal shall be presided by a bench of three arbitrators where the Presiding Arbitrator shall be appointed by the jurisdictional court. Any decision of the arbitral tribunal shall be final and binding on the Parties.

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

Bir Singh *alias* Bir Singh Rana

Arvind Rana

Bharat Singh

Karam Veer

Parmil Rana *alias* Parmil

Pradeep Rana

Tej Pal Rana

Satbir Singh Rana

Rambeer

L.T./ Ajit Singh



46. This Agreement has been read over to the Owners by Mr. Aryan Rana son of Mr. Bir Singh who is also a witness to execution of this Agreement, in their vernacular language i.e. Hindi in the presence of all other signatories mentioned here in below and the Owners confirm having fully understood the contents of the present Second Agreement and the same being correct. The original executed version of this Second Agreement shall be kept in the custody of the Developer.

### SCHEDULE OF PROPERTY (Project Lands)

All that part and parcel of lands admeasuring 86 Kanal and 0 Marla equivalent to 10.75 acres, bearing Khewat No. 195, Khata No. 199, Rect No. 50, Killa No. 17/2/2/2(0-11), 18/2/2(3-19), 23(2-17), 19/2/2/1(2-1), Kitta 4, land admeasuring 9 Kanal 8 Marla, Full share (Ajeet Singh Owner No. 11, Full Share) and Khewat No. 196, Khata No. 200, Rect No. 50, Killa No. 19/2/2/2(1-19), 20/2(4-13), 21(8-0), 22(7-9), 28(0-11), Rect. No. 53, Killa No. 5/2(2-1), 6(2-5), 7/1(1-12), Rect. No. 54, Killa No. 1(9-0), Kitta 9, land admeasuring 37 Kanal 10 Marla, Full share (Tejpal Rana, Satbir Singh Rana, Rambeer Singh {Owner No. 8,9,10} every three 3/4 share in equal share Share and Parmil Rana, Pradeep Rana, {Owner No. 6 & 7} both 1/4 share in equal share) and Khewat No. 224, Khata No. 228, Rect No. 50, Killa No. 13/1/3(2-5), 14/1/2(0-12), Kitta 2, land admeasuring 2 Kanal 17 Marla, Full share (Bharat Singh Owner No. 4, Full Share) and Khewat No. 225, Khata No. 229, Rect No. 50, Killa No. 7/2(0-4), 8/2(0-4), 9/2(0-4), 10/1/2(0-1), 11/2/2(0-12), 12/1/2(3-7), 13/1/2(1-2), Kitta 7, land admeasuring 5 Kanal 14 Marla, Full share (Arvind Rana {Owner No. 3} 1/2 Share and Karamveer Singh {Owner NO. 5} 1/2 Share) and Khewat No. 238, Khata No. 242, Rect No. 50, Killa No. 11/1/3(2-0), 12/2(1-11), 13/2(1-11), 14/2/1(0-9), 17/1/1/2(1-0), 18/1/1(2-14), 19/1/1(2-14), 20/1(3-7), Kitta 8, land admeasuring 15 Kanal 6 Marla, Full share (Rishi Rosh Owner No. 1, Full share) and Khewat No. 239, Khata No. 243, Rect No. 50, Killa No. 10/2(5-15), 11/1/2(2-6), 26(0-7), Rect. No. 51, Killa No. 6/1(3-14), 6/2(2-5), 15/1/2(0-18), Kitta 6, Land admeasuring 15 Kanal 5 Marla, Full share (Bir Singh Owner No. 2, Full Share) Total Land admeasuring in all khewats 86 Kanal 0 Marla or 10.75 Acres situated in the revenue estate of Village Bajghera, Sector – 112, Tehsil and District Gurugram, Haryana

*Rishi*

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

*Bir Singh*

Bir Singh *alias* Bir Singh Rana

*Arvind*

Arvind Rana

*Bharat Singh*

Bharat Singh

*Karam Veer*

Karam Veer

*Parmil*

Parmil Rana *alias* Parmil

*Pradeep*

Pradeep Rana

*Tejpal*

Tejpal Rana

*Satbir*

Satbir Singh Rana

*Rambeer*



Rambeer

*Ajit Singh*

Ajit Singh



IN WITNESS WHEREOF, the Parties have executed and delivered this Second Agreement as of the date and year first above written.

<p>For <b>Emaar India Limited</b> (Formerly known as Emaar MGF Land Limited)</p> <p>Through its Authorized Signatory</p> 	<p><i>Rishi</i></p> <p>(i) <b>Rishi Rosh alias Rishi Roshe alias Rishilal,</b> <b>Land Owner No. 1</b></p>
<p><i>Bir Singh</i></p> <p>(ii) <b>Bir Singh alias, Bir Singh Rana,</b> <b>Land Owner No. 2</b></p>	<p><i>Arvind</i></p> <p>(iii) <b>Late Shri Sultan Singh Rana, S/o Umrav alias Umrav Singh, through his legal heir Mr. Arvind Rana,</b> <b>Land Owner No. 3</b></p>
<p><i>Bharat Singh</i></p> <p>(iv) <b>Bharat Singh</b> <b>Land Owner No. 4</b></p>	<p><i>Karam Veer</i></p> <p>(v) <b>Karam Veer</b> <b>Land Owner No. 5</b></p>
<p><i>Pramil</i></p> <p>(vi) <b>Pramil Rana alias Pramil</b> <b>Land Owner No. 6</b></p>	<p><i>Pradeep</i></p> <p>(vii) <b>Pradeep Rana</b> <b>Land Owner No. 7</b></p>
<p><i>Tej Pal</i></p> <p>(vii) <b>Tej Pal Rana</b> <b>Land Owner no. 8</b></p>	<p><i>Satbir Singh</i></p> <p>(ix) <b>Satbir Singh Rana</b> <b>Land Owner No. 9</b></p>
<p><i>Rambeer</i></p> <p>(x) <b>Rambeer</b> <b>Land Owner No. 10</b></p>	<p><i>Ajit Singh</i></p> <p>(xi) <b>Ajit Singh</b> <b>Land Owner No. 11</b></p> 

Witness

1.

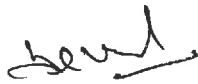
2. Aryan Rana son of Sh. Bir Singh  
H.No. 1084, Block-J, Palam Vihar  
Gurugram, Haryana

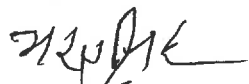
**ANNEXURE – IIA**  
**DETAILS OF PAYMENTS OF SECURITY DEPOSITS**

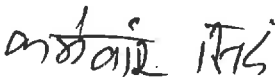
S. No.	Land Owners	Amount Received (Rs.)	Cheque No./Demand Draft (DD)	Date	Bank
1	Bir Singh	25,00,000	217788	09-Apr-14	HSBC
2	Ajit Singh Rana	3,02,741	DD	09-Apr-14	HSBC
3	Tejpal Singh	3,03,550	DD	09-Apr-14	HSBC
4	Satbir Singh	3,03,550	DD	09-Apr-14	HSBC
5	Rambir Singh	3,03,550	DD	09-Apr-14	HSBC
6	Rishi Rosh	4,95,394	DD	09-Apr-14	HSBC
7	Pradeep	1,51,775	DD	09-Apr-14	HSBC
8	Bharat Singh	1,28,399	DD	09-Apr-14	HSBC
9	Karambir Singh	1,28,399	DD	09-Apr-14	HSBC
10	Sultan Singh	1,28,399	DD	09-Apr-14	HSBC
11	Parmil	1,51,775	DD	09-Apr-14	HSBC
12	Ajit Singh Rana	3,02,741	432831	29-May-14	HSBC
13	Rishi Rosh	4,95,394	432835	29-May-14	HSBC
14	Bir Singh	25,00,000	432838	29-May-14	HSBC
15	Ajit Singh Rana	15,00,000	1009041	02-Sep-14	HSBC
16	Parmil	15,00,000	000006	10-Sep-14	HSBC
17	Tejpal Singh	30,00,000	000011	10-Sep-14	HSBC

  
Rishi Rosh alias Rishi Roshe alias Rishilal


  
Bir Singh alias Bir Singh Rana

  
Arvind Rana


  
Bharat Singh

  
Karam Veer

  
Parmil Rana alias Parmil

  
Pradeep Rana

  
Tejpal Rana

  
Satbir Singh Rana

  
Rambeer

 L.T. / Ajit Singh





18	Rambir Singh	30,00,000	000007	10-Sep-14	ING Vysya Bank
19	Satbir Singh	30,00,000	000009	10-Sep-14	ING Vysya Bank
20	Karambir Singh	7,50,000	000004	10-Sep-14	ING Vysya Bank
21	Rishi Rosh	52,50,000	000008	10-Sep-14	ING Vysya Bank
22	Pradeep	15,00,000	000005	10-Sep-14	ING Vysya Bank
23	Bharat Singh	15,00,000	000002	10-Sep-14	ING Vysya Bank
24	Sultan Singh	7,50,000	000010	10-Sep-14	ING Vysya Bank
25	Bir Singh	52,50,000	000003	10-Sep-14	ING Vysya Bank
26	Tejpal Singh	5,00,000	481249	14-Oct-14	ING Vysya Bank
27	Tejpal Singh	5,00,000	481250	14-Oct-14	ING Vysya Bank
28	Bir Singh	1,50,00,000	388057	01-Mar-13	HSBC
29	Ajit Singh Rana	10,00,000	388244	14-Mar-13	HSBC
30	Parmil	12,00,000	388368	25-Mar-13	HSBC
31	Rambir Singh	25,00,000	388367	25-Mar-13	HSBC
32	Bharat Singh	12,00,000	388370	25-Mar-13	HSBC

*Rishi Rosh*

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

*Bir Singh*

Bir Singh *alias* Bir Singh Rana

*Arvind*

Arvind Rana

*Bharat Singh*

Bharat Singh

*Karam Veer*

Karam Veer

*Parmil*

Parmil Rana *alias* Parmil

*Pradeep*

Pradeep Rana

*Tej Pal*

Tej Pal Rana

*Satbir*

Satbir Singh Rana

*Rambeer*

Rambeer

*L.T.I.*

Ajit Singh



33	Pradeep	12,00,000	388369	25-Mar-13	HSBC
34	Tejpal Singh	25,00,000	388365	25-Mar-13	HSBC
35	Satbir Singh	25,00,000	388366	25-Mar-13	HSBC
36	Bharat Singh	3,04,331	388835	25-Apr-13	HSBC
37	Pradeep	8,87,387	388833	25-Apr-13	HSBC
38	Rishi Rosh	48,54,831	388841	25-Apr-13	HSBC
39	Rambir Singh	17,24,774	388829	25-Apr -13	HSBC
40	Satbir Singh	17,24,774	388827	25-Apr -13	HSBC
41	Tejpal Singh	17,24,774	388825	25-Apr -13	HSBC
42	Pramil	8,87,387	388831	25-Apr -13	HSBC
43	Sultan Singh	9,04,331	388839	25-Apr -13	HSBC
44	Karambir Singh	9,04,331	388837	25-Apr -13	HSBC
45	Rishi Rosh	3,08,338	388857	26-Apr -13	HSBC
46	Bharat Singh	5,95,669	388855	26-Apr -13	HSBC
47	Bharat Singh	3,04,332	388836	03-May -13	HSBC
48	Pradeep	8,87,387	388834	03-May -13	HSBC
49	Rishi Rosh	48,54,831	388842	03-May -13	HSBC
50	Rambir Singh	17,24,774	388830	03-May -13	HSBC

Rishi Rosh

Rishi Rosh alias Rishi Roshe alias Rishilal

Bir Singh

Bir Singh alias Bir Singh Rana

Arvind Rana

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil Rana

Parmil Rana alias Parmil

Pradeep Rana

Pradeep Rana

Tej Pal Rana

Tej Pal Rana

Satbir Singh Rana

Satbir Singh Rana

Rambeer

Rambeer

L.T./

Ajit Singh



51	Satbir Singh	17,24,774	388828	03-May - 13	HSBC
52	Tejpal Singh	17,24,774	388826	03-May - 13	HSBC
53	Pramil	8,87,387	388832	03-May - 13	HSBC
54	Rishi Rosh	3,08,338	388858	03-May - 13	HSBC
55	Bharat Singh	5,95,668	388856	03-May - 13	HSBC
56	Ajit Singh Rana	10,00,000	408772	18-Sep -13	HSBC
57	Bir Singh	50,00,000	408771	18-Sep -13	HSBC
58	Tejpal Singh	25,00,000	409062	11-Oct -13	HSBC
59	Bir Singh	25,00,000	409063	11-Oct -13	HSBC
60	Karambir Singh	3,00,000	409755	02-Nov -13	HSBC
61	Bharat Singh	9,00,000	409747	02-Nov -13	HSBC
62	Satbir Singh	15,00,000	409744	02-Nov -13	HSBC
63	Pramil	8,00,000	409745	02-Nov -13	HSBC
64	Pradeep	8,00,000	409746	02-Nov -13	HSBC
65	Rishi Rosh	39,00,000	409750	02-Nov -13	HSBC
66	Rambir Singh	15,00,000	409743	02-Nov -13	HSBC
67	Sultan Singh	3,00,000	409754	02-Nov -13	HSBC
68	Ajit Singh	22,62,500	263436	18-Jan-07	HSBC

Rishi Rosh

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

Bir Singh

Bir Singh *alias* Bir Singh Rana

Arvind

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil

Parmil Rana *alias* Parmil

Pradeep

Pradeep Rana

Tej Pal

Tej Pal Rana

Satbir Singh

Satbir Singh Rana

Rambeer

Rambeer

L.T.I Ajit Singh

Shavraj



69	Bir Singh	1,12,500	263438	18-Jan-07	HSBC
70	Pradeep	11,31,250	263440	18-Jan-07	HSBC
71	Pramil	11,31,250	263441	18-Jan-07	HSBC
72	Pyare	74,12,500	263442	18-Jan-07	HSBC
73	Rambir Singh	22,62,500	263447	18-Jan-07	HSBC
74	Rishipal	1,12,500	263443	18-Jan-07	HSBC
75	Satbir Singh	22,62,500	263444	18-Jan-07	HSBC
76	Tejpal Singh	22,62,500	263446	18-Jan-07	HSBC
77	Ajit Singh	80,000	423201	23-Jan-07	HSBC
78	Bharat Singh	7,12,500	423202	23-Jan-07	HSBC
79	Karambir Singh	7,12,500	423203	23-Jan-07	HSBC
80	Pradeep	40,000	423204	23-Jan-07	HSBC
81	Pramil	40,000	423205	23-Jan-07	HSBC
82	Rambir Singh	80,000	423206	23-Jan-07	HSBC
83	Satbir Singh	80,000	423207	23-Jan-07	HSBC
84	Sultan Singh	7,12,500	423208	23-Jan-07	HSBC
85	Tejpal Singh	80,000	423209	23-Jan-07	HSBC
86	Ajit Singh	22,62,500	263448	20-Mar -07	HSBC
87	Ajit Singh	80,000	423210	20-Mar -07	HSBC
88	Bharat Singh	7,12,500	423211	20-Mar -07	HSBC
89	Bir Singh	1,12,500	263485	20-Mar -07	HSBC

Rishi

Rishi Rosh alias Rishi Roshe alias Rishilal

Bir Singh

Bir Singh alias Bir Singh Rana

Arvind

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil

Parmil Rana alias Parmil

Pradeep

Pradeep Rana

Tej Pal

Tej Pal Rana

Satbir

Satbir Singh Rana

Rambeer

Rambeer

L.T.

Ajit Singh





90	Karambir Singh	7,12,500	423212	20-Mar -07	HSBC
91	Pradeep	11,31,250	263487	20-Mar -07	HSBC
92	Pradeep	40,000	423213	20-Mar -07	HSBC
93	Pramil	11,31,250	263488	20-Mar -07	HSBC
94	Pramil	40,000	423214	20-Mar -07	HSBC
95	Pyare	74,12,500	263495	20-Mar -07	HSBC
96	Rambir Singh	22,62,500	263490	20-Mar -07	HSBC
97	Rambir Singh	80,000	423215	20-Mar -07	HSBC
98	Rishipal	1,12,500	263491	20-Mar -07	HSBC
99	Satbir Singh	22,62,500	263492	20-Mar -07	HSBC
100	Satbir Singh	80,000	423216	20-Mar -07	HSBC
101	Sultan	7,12,500	423217	20-Mar -07	HSBC
102	Tejpal Singh	22,62,500	263494	20-Mar -07	HSBC
103	Tejpal Singh	80,000	423218	20-Mar -07	HSBC
	<b>Total</b>	<b>15,51,03,859</b>			
		<b>(Rupees Fifteen Crores Fifty-One Lacks Three Thousand Eight Hundred and Fifty-Nine Only)</b>			

Rishi

Rishi Rosh alias Rishi Roshe alias Rishilal

Bir Singh

Bir Singh alias Bir Singh Rana

Arvind

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil

Parmil Rana alias Parmil

Pradeep

Pradeep Rana

Tej Pal

Tej Pal Rana

Satbir Singh

Satbir Singh Rana

Rambeer

Rambeer

L.T.I. Ajit Singh



**ANNEXURE – IIB**  
**DETAILS OF PAYMENTS OF SECURITY DEPOSITS**

S. No.	Name	Cheque No.	Date	Drawn on	Amount Received (Rs.)
1.	Rishi	652559	14.01.20	HSBC	1,77,95,296
2.	Bir Singh Rana	652555	14.01.20	HSBC	1,62,37,141
3.	Arvind Rana	652561	14.01.20	HSBC	33,14,810
4.	Bharat Singh	652556	14.01.20	HSBC	33,14,810
5.	Karam Veer	652553	14.01.20	HSBC	33,14,810
6.	Pramil	652558	14.01.20	HSBC	54,47,144
7.	Pardeep Rana	652554	14.01.20	HSBC	54,47,144
8.	Tejpal Rana	652560	14.01.20	HSBC	1,09,07,211
9.	Satbir Singh Rana	652562	14.01.20	HSBC	1,09,07,211
10.	Rambir Singh	652557	14.01.20	HSBC	1,09,07,211
11.	Ajit Singh	652551	14.01.20	HSBC	1,09,07,212
12.	Ajit Singh	652552	14.01.20	HSBC	15,00,000
13.	Rishi	926352	01.02.21	HSBC	88,97,648
14.	Bir Singh Rana	926351	01.02.21	HSBC	88,68,571
15.	Arvind Rana	926353	01.02.21	HSBC	16,57,405
16.	Bharat Singh	926355	01.02.21	HSBC	16,57,405
17.	Karam Veer	926354	01.02.21	HSBC	16,57,405
18.	Pramil	926360	01.02.21	HSBC	27,23,572
19.	Pardeep Rana	926359	01.02.21	HSBC	27,23,572
20.	Tejpal Rana	926356	01.02.21	HSBC	54,53,606

*Rishi*

Rishi Rosh alias Rishi Roshe alias Rishilal

*Bir Singh*

Bir Singh alias Bir Singh Rana

*Arvind*

Arvind Rana

*Bharat Singh*

Bharat Singh

*Karam Veer*

Karam Veer

*Pramil*

Parmil Rana alias Parmil

*Pardeep*

Pardeep Rana

*Tejpal*

Tejpal Rana

*Satbir*

Satbir Singh Rana

*Rambir*

Rambir

L.T./ Ajit Singh



21	Satbir Singh Rana	926357	01.02.21	HSBC	54,53,606
22.	Rambir Singh	926358	01.02.21	HSBC	54,53,606.
23.	Ajit Singh	926350	01.02.21	HSBC	54,53,606
				<b>Total=</b>	<b>15,00,00,000</b>

Rishi

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

Bir Singh

Bir Singh *alias* Bir Singh Rana

Arvind

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil

Parmil Rana *alias* Parmil

Pradeep

Pradeep Rana

Tej Pal

Tej Pal Rana

Satbir

Satbir Singh Rana

Rambeer

Rambeer

L.T./ Ajit Singh



**‘ANNEXURE – III**

**Details of payments for Additional Security Deposit**

S. No.	Name	Cheque No.	Date	Drawn on	Amount Received (Rs.)
1.	Rishi	340168	19.05.23	HSBC	2,66,86,047
2.	Bir Singh Rana	340167	19.05.23	HSBC	2,65,98,837
3.	Arvind Rana	340166	19.05.23	HSBC	49,70,930
4.	Bharat Singh	340165	19.05.23	HSBC	49,70,930
5.	Karam Veer	340164	19.05.23	HSBC	49,70,930
6.	Pramil	340157	19.05.23	HSBC	81,75,872
7.	Pardeep Rana	340163	19.05.23	HSBC	81,75,872
8.	Tejpal Rana	340162	19.05.23	HSBC	1,63,51,744
9.	Satbir Singh Rana	340161	19.05.23	HSBC	1,63,51,744
10.	Rambir Singh	340156	19.05.23	HSBC	1,63,51,744
11.	Ajit Singh	340160	19.05.23	HSBC	1,63,95,350
<b>Total</b>					<b>15,00,00,000</b>

*Rishi*

Rishi Rosh *alias* Rishi Roshe *alias* Rishilal

*Bir Singh*

Bir Singh *alias* Bir Singh Rana

*Arvind*

Arvind Rana

*Bharat Singh*

Bharat Singh

*Karam Veer*

Karam Veer

*Parmil*

Parmil Rana *alias* Parmil

*Pradeep*

Pradeep Rana

*Tej Pal*

Tej Pal Rana

*Satbir Singh*

Satbir Singh Rana

*Rambir*

Rambir

*L.T.* Ajit Singh





**‘ANNEXURE – E’**  
**Terms & Conditions**

Pursuant to the handing over of the vacant, physical and peaceful possession of the Owners’ Share to the Owners by the Developer, the Owners affirm, undertake, and agree to abide by the following ancillary obligations:

(i) **Electricity, Water and Sewerage Charges:**

The water and sewer connection charges and security deposit (if any) shall be borne and paid by the Owners. The Owners shall plan and distribute their electrical load in conformity with the electrical systems installed by the Developer. The Owners affirm, undertake and agree to pay, in addition to the Developer/Maintenance Agency on demand the actual cost of the electricity, water and sewer connection and consumption charges and/or any other charge which may be payable in respect of the units forming part of the Owners’ Share allocation.

(ii) **Entry Regulations:**

It is in the interest of all the occupants of the Project, and in order to help the Maintenance Agency to effectively keep the Project secured in all ways, the Developer/Maintenance Agency would have the authority to restrict and regulate the entry of visitors into the Project and the Owners affirm, agree and undertake to adhere to all security guidelines as maybe issued by the Developer/Maintenance Agency from time to time.

(iii) **Permitted Use and No Nuisance and Annoyance:**

The Owners shall use the units forming part of the Owners’ Share allocation for the legally allowed purposes only, in accordance with the applicable law(s) and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and/or as said of other occupants, or equipment in the Project, for any activity other than legally allowed purpose, and not put to use the units for any immoral, illegal or hazardous activity which would in any manner jeopardize the Developer's goodwill or reputation. The Owners’ occupancy and use of the units shall be in such a manner as to not cause any nuisance, annoyance or disturbance to the other occupants of the Project.

(iv) **Association of Owners:**

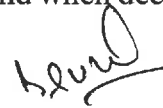
The Owners undertake to join the association of owners as may be formed by the Developer on behalf of the unit owners and to pay any fee, subscription, membership charges or ancillary charges thereof, and to complete all such documentation/ formalities as may be required, as and when deemed necessary,



Rishi Rosh *alias* Rishi Roshe *alias* Rishilal



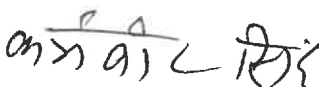
Bir Singh *alias* Bir Singh Rana



Arvind Rana



Bharat Singh



Karam Veer



Parmil Rana *alias* Parmil



Pradeep Rana



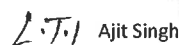
Tej Pal Rana



Satbir Singh Rana



Rambeer





by the Developer / association for this purpose. The Owners shall, from time to time, sign all applications, papers, documents and all other relevant papers, as required in pursuance to this transaction and to do all the acts, deeds and things as the Developer may require for safeguarding the interests of the Developer and other allottees/occupants in the Project Land/ Project.

(v) **Club membership registration charges:**

- (a) The Developer proposes to develop a club for recreational purposes (the "Club"), for the occupants of the Project. The Owners agrees to pay Club Membership Registration Charges ("CMRC") for availing membership of the Club, maintenance and usage charges as and when required for this purpose by the Developer/ Maintenance Agency.
- (b) On the Club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the Club and other incidental factors effecting the running, maintenance and upkeep of the Club, the Owners shall pay charges, if mutually agreed, as prescribed from time to time by the Developer/ Maintenance Agency and agree to abide by the rules and regulations formulated by the Developer/ Maintenance Agency for proper management of the Club.
- (c) The Developer as the Developer of all areas, facilities and amenities, shall have the sole right and absolute authority to deal in any manner including but not limited to creation of rights in favor of any third party by way of sale, transfer, lease or any other mode which the Developer may deem fit, at its sole discretion.

(vi) **Signage:**

The Owners agrees and undertakes that it shall not display any advertisement material, billboards, hoarding, or advertisements etc. on the external façade of the structure to be constructed on any of the unit forming part of the Owners' Share allocation.

(vii) **Tax and Cess:**

- (a) The Owners shall be responsible for payment of all taxes, levies, assessments, demands or charges including but not limited to GST, EDC/IDC etc. levied or leviable from the date of hand over of the Owners' Share allocation in proportion to the area of the Owners' Share allocation.
- (b) Further, the Owners shall be liable to pay from the date of handover municipal tax, tax on Land, property tax, firefighting tax or any other fee, cess or tax and any kind by whatever name called, as applicable under law, as and when levied by any local body or authority and so long as the said

Rishi

Rishi Rosh alias Rishi Roshe alias Rishilal

Bir Singh

Bir Singh alias Bir Singh Rana

Arvind

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil

Parmil Rana alias Parmil

Pradeep

Pradeep Rana

Tej Pal

Tej Pal Rana

Satbir

Satbir Singh Rana

Rambeer

Rambeer

L.T. Ajit Singh



Owners' Share allocation is in their ownership.

- (viii) The Owners acknowledge and confirm to abide by the terms and conditions as maybe prescribed by the Maintenance Agency, and if required by the Developer /Maintenance Agency, sign and execute a Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Owners assure and undertake to pay the total maintenance charges fixed by the Maintenance Agency in a timely manner. The Owners undertake that the Owners shall be entitled to use the maintenance services of the Project subject to the timely payment of total maintenance charges. It is made clear that the parties shall share the maintenance collection on pro rata basis.
- (ix) The Developer/ Maintenance Agency/ competent authorities shall have the right of access to all Common Areas and other areas for providing necessary maintenance and services and the allottees agrees to permit the Developer/ Maintenance Agency/ competent authorities to enter into the units forming part of the Owners' Share allocation after giving due notice and entering the said premises during normal working hours, unless the circumstances warrant otherwise, with a view to said right any defects.
- (x) The Owners confirm and acknowledge that as and when any plant or machinery within the Project including DG sets , pumps, any other plant/ equipment of capital nature, etc., require replacement, upgradation, additions etc., the cost thereof shall be contributed by the Owners on pro-rata basis (*i.e. in proportion to the unit area of the unit to the total area of all the units in the Project*). The Maintenance Agency shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc., including its timings or cost thereof and the Owners confirm to abide by the same.
- (xi) The Owners acknowledge and confirm that the infrastructure facilities provided by the government including but not limited to supply of water and electricity in the Project is beyond the control of the Developer and the Owners shall not have a right to raise any claim or dispute against the Developer in respect of the facilities provided by the government or any other statutory authorities.
- (xii) The Owners acknowledge and confirm that the Developer or its agents may at its sole discretion and subject to such government approvals as may be necessary, enter into an arrangement of generating and / or supplying power to the Project and

Rishi

Rishi Rosh alias Rishi Roshe alias Rishilal

Bir Singh

Bir Singh alias Bir Singh Rana

Arvind

Arvind Rana

Bharat Singh

Bharat Singh

Karam Veer

Karam Veer

Parmil

Parmil Rana alias Parmil

Pradeep

Pradeep Rana

Tej Pal

Tej Pal Rana

Satbir Singh

Satbir Singh Rana

Rambeer

Rambeer

Ajit Singh



any other Project which the Developer may develop in future. In such an eventuality the Owners fully concur and confirm that the Owners shall have no objection to such arrangement for generating and / or supply of power and the Owners give complete consent to such an arrangement including it being an exclusive source of power supply to the Project or to the unit directly and the Owners has noted the possibility of it being to the exclusion of power supply from State Electricity Boards (SEBs) / any other source. This arrangement could be provided by the Developer or its agents directly or through Maintenance Agency or through the respective association of unit Owners, if any, within the Project / future Project/colonies to be developed by the Developer. Further, the Developer or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment / plant as may be considered necessary by the Developer or its agents in its sole discretion from time to time. The said equipment / plant may be located anywhere in or around the Project.

(xiii) In the event, at any stage in future, if the Developer said up facility for generating / supplying power to the Project whether directly or through State Electricity Boards, the Developer/ Maintenance Agency or its agents shall have the right to charge tariff for providing / supplying the power at the rate as may be fixed from time to time by the Developer / Maintenance Agency or the concerned authority (ies) which may or may not be limited to the rate then charged by the State Electricity Boards. The Owners shall be liable to pay the amount based on the tariff to the Company /Maintenance Agency or its agents directly or through the association of unit owners, if any, respectively for consuming the electricity/ power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Developer or its agents/ Maintenance Agency. Such power generating and / or supplying equipment may during its operations (including its maintenance) cause inconvenience to the Owners and the Owners shall have no objection to the same. The Owners shall be obliged to pay the consumption and other charges. The Owners shall not have a right to raise any dispute with regard to such arrangement either with regard to installation of power generating equipment or payment of tariff at any time whatsoever. This clause shall survive any subsequent sale / resale or conveyancing thereof.

(xiv) The Owners shall reimburse to the Developer on demand, amount to be determined at the time of providing necessary connections to make arrangements for providing water connections from the mains laid along the road serving the unit forming part of the Owners Share allocation.

*Rishi*

Rishi Rosh alias Rishi Roshe alias Rishilal

*Bir Singh*

Bir Singh alias Bir Singh Rana

*Arvind*

Arvind Rana

Bharat Singh

*Karam Veer*

Karam Veer

*Parmil*

Parmil Rana alias Parmil

*Pradeep*

Pradeep Rana

*Tal Pal*

Tal Pal Rana

*Satbir*

Satbir Singh Rana

*Rambeer*

Rambeer

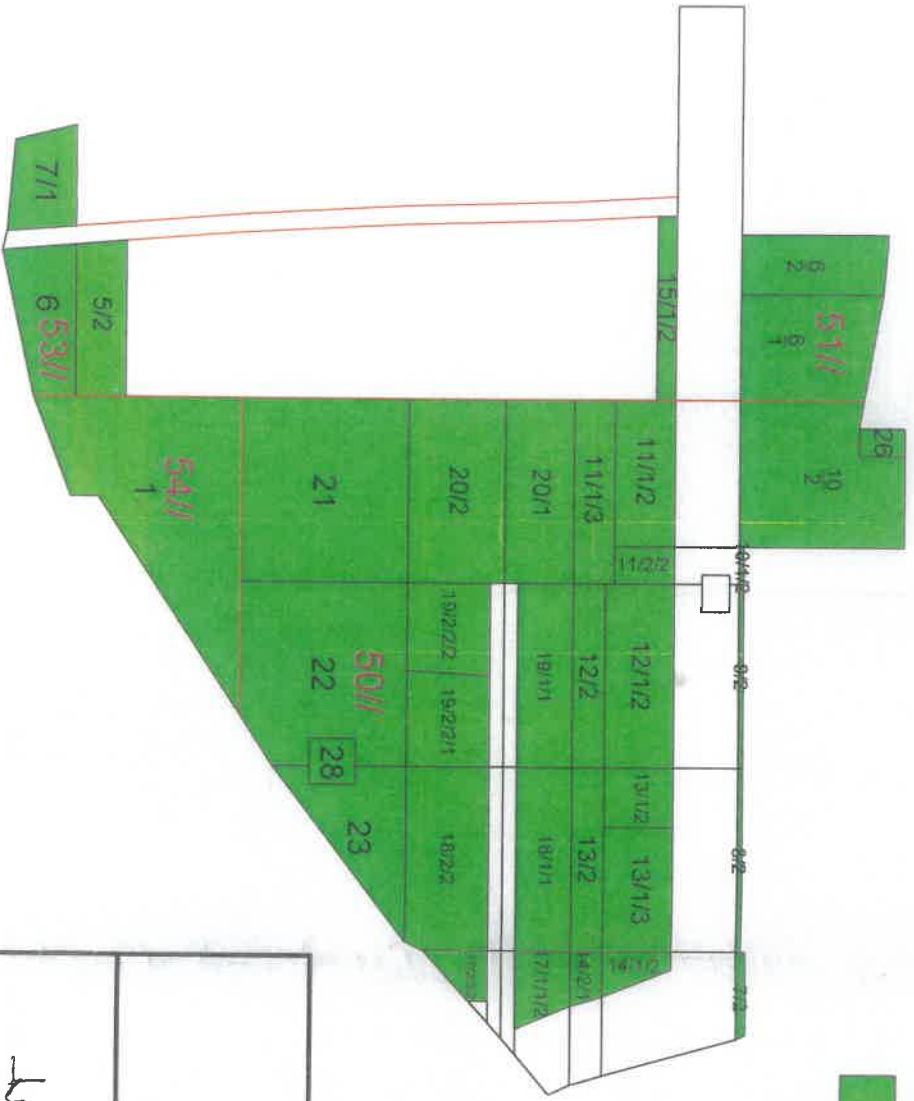
*Ajit Singh*





# Annexure-1 (Schematic map of project land) Sector 112 - Village:- Bajghera, Gurugram

 10.75 Acres




Rishi Rosh		Bir Singh Rana	
Arvind Rana	Bharat Singh	Karam Veer	
Parnil Rana alias Prarnil	Pardeep Rana	Tej Pal Rana	
Satbir Singh Rana	Rambeer	Ajit Singh	

## AUTHORITY LETTER

This is to certify that I, Sujeet Kumar, Authorised Signatory of M/s Emaar India Limited, duly authorized by resolution passed by the Board of Directors of the Company at its meeting held on February 14, 2023, do hereby severally authorize and appoint Mr. Vishavajeet Dhankhar S/o Sh. Karan Singh and and Mr. Lalit Chahar S/o Sh. Sombir, whose signatures are attested here-in-below, to do the following acts and things, for and on behalf of the Company:

1. To enter into Second Supplemental Agreement to the Development Agreement executed on January 22, 2007 with Mr. Bir Singh and others in respect of land admeasuring 10.75 acres situated at Village Bajghera, Sector -112, Tehsil and District Gurugram, Haryana.
2. To sign and execute aforesaid Agreement or any other ancillary agreement(s) or documents, letters in this regard for and on behalf of the Company and to appear before the concerned Registrar or Sub-Registrar, as the case may be, to present the Agreements so signed alongwith the necessary documents for registration before the Registrar or Sub-Registrar and to admit execution of the aforesaid agreements and in the process, sign, execute, certify, modify, submit, resubmit such other documents and papers as may be deemed necessary and to do such other acts, deeds and things as may be deemed required.

**For Emaar India Limited**

  
\_\_\_\_\_  
**Sujeet Kumar**  
**Authorised Signatory**

**Signature**

:

  
\_\_\_\_\_  
**Vishavajeet Dhankhar**

:

  
\_\_\_\_\_  
**Lalit Chahar**

**Attested**

:

  
\_\_\_\_\_  
**Sujeet Kumar**  
**Authorised Signatory**



Date : May 22, 2023

Place : Gurugram