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हरियाणा HARYANA

H 691502

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") is executed at Bahadurgarh on this 25th day of September 2013

BETWEEN

M/s CFG International Pvt. Ltd., A-348, Meera Bagh, Outer Ring Road, New Delhi-110 087, through its Director Mr. Mayank Khemka S/o Rama Shanker Khemka, duly authorized vide Board Resolution dated 19th August 2013, (hereinafter referred to as the

For Gnex Realtech Pvt. Ltd.

For CFG INTERNATIONAL (P) LTD.

Director

Director

"Owner", which expression unless repugnant to the context hereof, shall mean and include its authorized representatives, successors, liquidators, nominees and assigns etc.) of the **First Part**;

AND

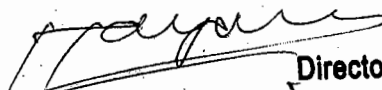
GNex Realtech Pvt. Ltd., a company duly incorporated under the Companies Act, 1956, having its registered office at Block – D, Plot No – D-5, 308, AVADH Complex, Laxmi Nagar, Delhi, acting through its Director Shri Neeraj Ruhil S/o Jaswant Singh, duly authorized vide Board Resolution dated 18th August 2013, (hereinafter referred to as the "**Developer**", which expression unless repugnant to the context hereof, shall mean and include its authorized representatives, successors, liquidators, nominees and assigns etc.) of the **Second Part**.

(The Owner and the Developer are collectively referred to as the "Parties" and individually referred to as the "Party".)

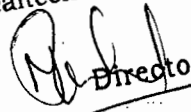
Recitals

- A. The Owner is the registered owner and in possession of land admeasuring approximately 4.7688 Acres, situated in Sector 36, in the Revenue Estate of Village Nuna Majra, Bahadurgarh, Haryana (hereinafter referred to as the "**Project Land**" and more particularly described in **Schedule 1** hereto and map attached in **Schedule 2** hereto) and is entitled to deal with the same and to execute this Agreement.
- B. The Developer is engaged in the business of development of land into colonies/commercial apartments/residential multistoried/townships/ apartments in various parts of India and possesses the necessary experience and expertise in the field of real estate development. The Developer is in the process of acquiring land contiguous to the Project Land (the "**Developers Land**") and has approached the Owner for the inclusion of the Project Land alongwith the Developers Land for the development of an Integrated Residential Township comprising of individual plots on the Total Land, (hereinafter referred to as the "**Project**") as per Applicable Laws.
- C. The said land was purchased by the owner company through Director of the Group Companies of the developer namely Shri Sudeep Ruhil (S/o Jaswant Singh and brother of Shri Neeraj Ruhil) and as such, the Owner Company does not carry any responsibility or liability for the title defect etc., if any. Hence for the purposes of this Agreement, the Owner is not making any representation with regard to its title in the Project Land and will not have any responsibility or liability for the title defect etc., if any, pertaining to the Project Land. The Developer has assured the Owner that the Developer has conducted a due diligence on the Project Land and is (i) satisfied with the title and Ownership rights of the Owner to the Project Land (ii) has found the Project Land to be free

For **CFG INTERNATIONAL (P) LTD.**


Director

For **Gnex Realtech Pvt. Ltd.**


Director

from any Encumbrances, charges, liens; litigations; land acquisition notifications and (iii) finds the Project Land suitable for the development of the Project.

- D. The Owner relying on the above representations of the Developer has agreed to enter into collaboration with the Developer for the integration of the Project Land with the Developer Land and to develop and commercially exploit the Project Land by constructing the Project on the Project Land in accordance with the Building Plan(s) and Approvals to be sanctioned by the concerned competent authorities on the terms agreed upon and contained hereinafter.

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

1. Definitions & Interpretations

- 1.1. **Definitions:** Capitalized terms, unless defined elsewhere in this Agreement, shall have the meaning assigned to such terms herein below:

"Agreement" shall mean this Collaboration Agreement, including any schedules or exhibits or annexures attached hereto or incorporated herein by reference, and the same may be amended by the Parties from time to time with mutual consent in writing;

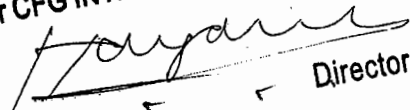
"Applicable Law" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgements, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and / or of any statutory authority in India, whether these are in effect on the date of Agreement or come in to effect thereafter;

"Allocation" shall mean the Owner Allocation and/or the Developer Allocation as the context may apply;

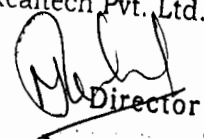
"Approvals" shall include all permissions, no objection certificate, clearance, permit, sanctions, licence, approval, consents etc., required to be obtained in accordance with the Applicable Law for the development of the Project on the Project Land;

"Business Plan" shall mean the detail business plan agreed between the Parties for the development of the Project on the Project Land;

For **CFG INTERNATIONAL (P) LTD.**


Director

For **Gnex Realetech Pvt. Ltd.**


Director

"Plans" shall mean the building and development plans and drawings of the Project as approved by the competent Governmental Authority and shall include any approved modified plans.

"Business Day(s)" shall mean any day apart from national holidays as published in the official gazette of Government of India.

"Completion Term" shall have the meaning ascribed to it in Clause 6.5.

"Cost of Construction" shall mean expenses incurred in relation to the construction of the Project.

"Cost of Infrastructure" shall mean all expenses that will be incurred for the purposes of provision of Infrastructure for the Project;

"Cost of License" shall mean all costs, statutory fees, renewal fees and any other charges payable for the purposes of obtaining and maintaining the License from DTCP;

"Developer's Allocation" shall have the meaning assigned to the term in the Clause 5.1 of this Agreement;

"Default Interest" shall have the meaning assigned to the term in the Clause 4.1 of this Agreement;

"DTCP" shall have the meaning assigned to the term in the Clause 3.1 of this Agreement;

"EDC" shall mean external development charges;

"Effective Date" shall mean the date of this Agreement;

"Encumbrances" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature, whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of Ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of these;

"Governmental Authority" shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any

For CFG INTERNATIONAL (P) LTD.



Director

For Gnex Realtch Pvt Ltd.

Director

state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal / local authority having jurisdiction over the Project Land;

"POWER OF ATTORNEY" shall mean the general power of attorney executed by the Owner in favour of the Developer;

"IDC" shall mean internal development charges

"Infrastructure" shall mean the infrastructure facilities to be provided by the Developer, at its own cost, for the Project;

"License" shall have the meaning assigned to the term in the Clause 3.1 of this Agreement;

"Location" shall have the meaning assigned to the term in the Clause 3.2 of this Agreement;

"LOI" shall mean Letter of Intent;

"Long Stop Date" shall have the meaning assigned to the term in the Clause 3.5 of this Agreement;

"Owner' Allocation" shall have the meaning assigned to the term in the Clause 5.1 of this Agreement;

"Person" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, partnership, joint venture, trust, any Governmental Authority or any other entity or organization;

"Project" shall have the meaning assigned to the term in the Recitals of this Agreement;

"Project Land" shall have the meaning assigned to the term in the Recitals of this Agreement;

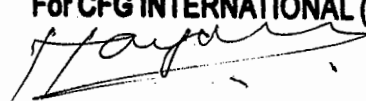
"Third Party" shall mean any Person that is not a signatory to this Agreement;

"Total Land" shall mean the Project Land and the Developer Land jointly;

"Security Deposit" shall have the meaning assigned to the term in the Clause 4.1 of this Agreement;

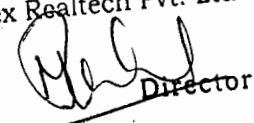
"Zonal/Zoning Plans" shall mean the zonal/zoning plan issued by the competent authority for the area in which the Project Land is situated.

For CFG INTERNATIONAL (P) LTD.



Director

For Gnex Realtech Pvt. Ltd.



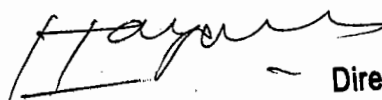
Director

1.2. Interpretations

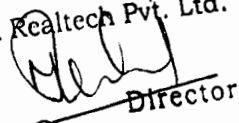
In this Agreement unless otherwise specified, reference to:

- (i) The headings in this Agreement are for information only and are to be ignored in construing the same;
- (ii) "includes" and "including" shall mean including without limitation;
- (iii) a "statute" or any of its provisions is to be construed as a reference to that statute or such provision as the same may have been amended or re-enacted before or after the date of this Agreement;
- (iv) "Clauses", or "Schedules" are to Clauses of and Schedules to this Agreement;
- (v) The Recitals and Schedules form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the Recitals and Schedules;
- (vi) Time is of the essence in interpreting this Agreement;
- (vii) "writing" includes any methods of representing words in a legible form (other than writing on an electronic or visual display screen) or other writing in non-transitory form;
- (viii) words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (ix) "Statute or statutory provision" shall include:
 - a. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - b. such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and to the extent liability there under may exist or can arise;
- (x) "This Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Section (not merely the

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Director

For Gnex Realtech Pvt. Ltd.


Director

sub Section, paragraph or other provision) in which the expression occurs; and

- (xi) Each of the "representations and warranties" provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated.

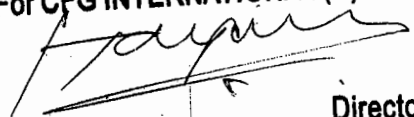
2. Scope of the Agreement

- 2.1 It is hereby agreed between the Parties hereto that, subject to the terms and conditions contained hereinafter, the Owner hereby grants to the Developer the right to build upon and exploit commercially the Project Land for the construction of the Project in accordance with the terms hereof.
- 2.2 This Agreement shall commence and shall be deemed to have commenced with effect from the Effective Date and shall remain valid and in force till expiration of period fixed under this Agreement or sooner determination/termination, whichever is earlier.
- 2.3 The Parties have agreed that the entire cost of development shall be borne by the Developer exclusively, including construction cost, architectural and other consultants fee, administrative expenses, any related statutory expenses, and or all other expenses till completion of the proposed Project and the Developer shall do all such, deeds and things as are required to be done for the development of the Project Land. The entire amount required for the cost of development including the charge and fees of architect(s), preparation of plans as also all other statutory fees and charges incidental including security fees, license fee, IDC, EDC, scrutiny fees, infrastructure development charges, infrastructure augmentation charges, internal development works, bank guarantee(s) or any renewal charges payable now or in future to the government and/or any other authority for the provision of peripheral or external services to the Project, arrangements as may be prescribed by the concerned authorities, consultancy and other services shall be wholly to the account of the Developer and at no point of time shall any monies be payable by the Owner pertaining to such cost and expenses.

3. License and Approvals for the Project

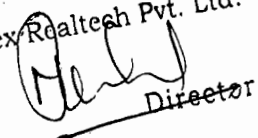
- 3.1. The Developer shall, as per terms hereof, obtain license in respect of the Project Land for development of the Project ("License") from the Department of Town and Country Planning, Haryana ("DTCP") at its own cost in the manner provided herein below.

For CFG INTERNATIONAL (P) LTD.



Director

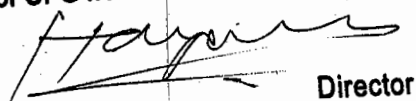
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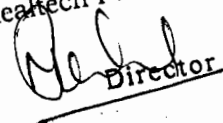


Director

- 3.2. The Developer would put in its best efforts to maximize the licensed area for the plotted development in the Project. It is hereby further agreed and covenanted by the Developer that it would ensure that the Project would get priority over any other plotted development license to be obtained by the Developer for any other projects being undertaken by the Developer in a radius of 5 km in and around the Project Land (the "Location").
- 3.3. The Developer hereby agrees that the License shall be obtained in the name of the Owner. The Developer shall handover the original / true and certified copies of the LOI/Licenses/Approvals/NOC with respect to the Project Land to the Owner.
- 3.4. The Owner shall grant the Developer a POWER OF ATTORNEY simultaneously with the execution of this Agreement. The POWER OF ATTORNEY shall be executed simultaneous with the execution of this Agreement, so as to enable the Developer to apply for the Licence and to get zoning/layout plans sanctioned and undertaking development, construction and completion of the Project.
- 3.5. The Developer shall obtain the License and all statutory clearance such as environment, pollution, etc. for the Project by 3 Months or such further date that is mutually agreed upon by the Parties (the "Long Stop Date"). In the event the Developer fails to procure the License and other statutory clearance essential for the commencement of the Project development by the Long Stop Date, then this Agreement and all authorizations and POWER OF ATTORNEY issued under this Agreement shall stand terminated and revoked with immediate effect. The Parties agree that on such termination, the Developer would have no right, title and interest of any manner whatsoever in or over the Project Land. Further, the Developer shall handover actual vacant, peaceful and physical possession of the Project Land to the Owner and shall cease to have access to Project Land.
- 3.6. It is agreed between the Parties that the Developer shall apply for sanction of Zoning Plans within 2 (two) months of obtaining of License, and the Plans and all other necessary Approvals shall be applied for and obtained by the Developer in accordance with Applicable Laws.
- 3.7. The Developer shall, with mutual consent of the Owner, proceed to have suitable design, model and/or plans prepared for the proposed Project and get them approved / sanctioned from the competent authority(s). The Developer shall seek requisite permissions, sanctions and Approvals for the construction of the Project on the Project Land in accordance with applicable Zonal Plans subsequent to execution of this Agreement.

For CFG INTERNATIONAL (P) LTD.


Director

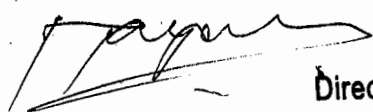
For Gnex Realestate Pvt. Ltd.

Director

- 3.8. The Developer would ensure that the Plans for the Project shall be in accordance with and in conformity with the Zonal Plan and the Rules and bye-laws of DTCP, and/or any other competent authority as may be prescribed /applicable pertaining to the Project Land as may be in force in the Location.
- 3.9. It is agreed between the Parties that the development related costs such as Cost of License, scrutiny fees, conversions charges, Cost of Construction, EDC/IDC, Cost of Infrastructure, Cost of License etc., including any renewal charges, if any, shall be borne solely by the Developer. In the event the Developer fails to make payment to any authority within the timelines prescribed or fails to comply with any conditions of the License or any other Approvals obtained for the Project, which leads to cancellation of the LOI/ License and/or any other Approvals obtained for the Project, the provisions of Clause 15 shall apply. It is further agreed that in the event that any claim, demand, penalties as may be imposed by the authorities against the Owner on account of any default by the Developer in relation to the Project and/or Project Land shall be borne by the Developer and the Developer shall keep the Owner indemnified for the same.

4. Security Deposit

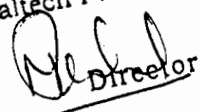
- 4.1. The Developer shall pay to the Owner a total sum of Rs.15,00,00,000/- (Rupees Fifteen Crores Only) as non-refundable Security Deposit (the 'Security Deposit') simultaneously with the execution of this Agreement. The Owner hereby acknowledges that an amount of Rs.11,00,00,000/- (Rupees Eleven Crores) out of the security deposit has already been received from the Developer. However the Developer has requested the Owner for an extension of time to pay the balance amount of Rs.4,00,00,000/- (Rupees Four Crores) out of the Security Deposit. Both Parties hereby acknowledge that while the Security Deposit is payable upfront and in a single tranche, in order to accommodate the request of the Developer, the Owner has agreed that the balance Security Deposit may be paid in by the Developer over a period of 36 (Thirty Six) months on the following terms and conditions:-
- (a) Developer agrees to pay an amount of Rs 10 Lakhs on the last date of every month to the Owner as interest;
 - (b) Within the said 36 (Thirty Six) months the Borrower can pay the balance Security Deposit in a maximum of two tranches of Rs.2,00,00,000/- (Two Crores) each;
 - (c) On payment of any tranche by the Developer the interest payable shall proportionately get reduced;
 - (d) In the event the Developer fails to make the interest payment in terms of this Clause, the interest payable shall get capitalized and the Borrower shall be liable to pay an interest of Rs.30,000/-

For CFG INTERNATIONAL (P) LTD.



Director

For Gnex Realtech Pvt. Ltd.



Director

(Rupees Thirty Thousand) on each capitalized interest of Rs 10 Lakhs (the "Default Interest");

- (e) In the event the Developer fails to service the said interest for a period of three consecutive months then the Owner shall be entitled to terminate this Agreement after serving a notice of 7 (Seven) days.

It is however clarified that in the event of termination/determination of this Agreement, the Developer shall be under an obligation to immediately pay any unpaid tranche of the Security Deposit as provided hereinafter.

- 4.2. It has been agreed and understood between the Parties that the aforesaid Security Deposit or any part thereof paid to the Owner shall not be refunded by the Owner to the Developer under any condition and shall at all times vest with the Owner.
- 4.3. The Developer agrees and acknowledges that time is of essence in performance of its obligations under this Agreement and any delay on or non-payment of Security Deposit, interest or Default Interest shall be a material breach of the terms of this Agreement..

5. Allocation of FSI of the Project

- 5.1. That the Owner shall, at no additional costs, be entitled to 50% of the fully developed and built up FSI of the Project including proportionate share in the common facilities, common areas, passages thereof (referred to as "Owner' Allocation") and the balance 50% shall be the entitlement of the Developer (referred to as the "Developer's Allocation").
- 5.2. It is hereby clarified that the respective Allocation of each Party shall include the saleable (built /unbuilt) area with proportionate, undivided, indivisible or impartible ownership rights in the land underneath the said Allocation and shall also include such Party's unfettered rights in common areas and common facilities thereto.
- 5.3. Notwithstanding anything contained to the contrary herein, it is hereby clarified and agreed that the rights of the Developer to the Developer Allocation under this Clause, would devolve upon the Developer only upon fulfillment of each of the conditions mentioned below:-

- (a) after the grant of License by DTCP for the development and sale of the plots in the Project; and

For CFG INTERNATIONAL (P) LTD. For Gnex Realtech Pvt. Ltd.

Director

Director

(Rupees Thirty Thousand) on each capitalized interest of Rs 10 Lakhs (the "Default Interest");

- (e) In the event the Developer fails to service the said interest for a period of three consecutive months then the Owner shall be entitled to terminate this Agreement after serving a notice of 7 (Seven) days.

It is however clarified that in the event of termination/determination of this Agreement, the Developer shall be under an obligation to immediately pay any unpaid tranche of the Security Deposit as provided hereinafter.

- 4.2. It has been agreed and understood between the Parties that the aforesaid Security Deposit or any part thereof paid to the Owner shall not be refunded by the Owner to the Developer under any condition and shall at all times vest with the Owner.
- 4.3. The Developer agrees and acknowledges that time is of essence in performance of its obligations under this Agreement and any delay on or non-payment of Security Deposit, interest or Default Interest shall be a material breach of the terms of this Agreement..

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- 5.2. It is hereby clarified that the respective Allocation of each Party shall include the saleable (built /unbuilt) area with proportionate, undivided, indivisible or impartible ownership rights in the land underneath the said Allocation and shall also include such Party's unfettered rights in common areas and common facilities thereto.
- 5.3. Notwithstanding anything contained to the contrary herein, it is hereby clarified and agreed that the rights of the Developer to the Developer Allocation under this Clause, would devolve upon the Developer only upon fulfillment of each of the conditions mentioned below:-
- (a) after the grant of License by DTCP for the development and sale of the plots in the Project; and

For CFG INTERNATIONAL (P) LTD. For Gnex Realtech Pvt. Ltd.

Director


Director

- (b) completion of the construction and development of the Project over the Total Land; and
 - (c) payment of the entire Security Deposit, interest thereon and any Default Interest is applicable;
- 5.4. It is further agreed that the Developer shall not be entitled to sell, transfer or alienate any portion of Developers' Allocation until the entire Owners Allocation has been sold, unless waived in writing by the Owner.
- 5.5. In case there is an additional FSI granted for the Project, then same shall be shared by the Owner and the Developer in the ratio mentioned above. It is hereby agreed that all costs/charges incurred in relation to such additional FSI shall be borne by the Developer. Further all expenses for obtaining sanctions/raising of construction as provided in this Agreement for the initially sanctioned FSI shall also apply to the increased FSI contemplated above.
- 5.6. The commercial benefits, if any, accruing from any area demarcated for development of any specific religious place, school, hospital or any other thing within the Project under any norms, regulations, conditions of License applicable on the Project shall be shared in the ratio of allocations of the Owner and the Developer.
- 5.7. It is further agreed between the Parties that the FSI of any plots/plots earmarked for economically weak section and/or plots earmarked to be sold on no profit no loss basis required to be made so under any norms, regulations and/or conditions of License shall be to the account of the Developer.
- 5.8. The Parties hereby agree that upon the sanction of the Building Plan by the statutory authority, the Parties would demarcate their share of the plots in the sales plan across all built up/developed spaces over the Project Land. For the aforesaid purposes, the Owner shall have the first right to demarcate and identify the plots falling under the Owner Allocation. It is hereby agreed that once the demarcation has taken place in accordance with this Clause, no application for amendment of sanction plan will be made by the Developer. However, in the event an amendment application is required to be filed, which shall be with mutual consent of the Owner, then in such an event, the demarcation of the revised sanctioned plan would take place again in the manner provided in this Clause.

6. Development of the Project

- 6.1. Subject to the terms and conditions provided herein, this Agreement shall devolve all necessary rights and entitlements on the Developer to build the

For CFG INTERNATIONAL (P) LTD.



Director

For Gnex Real Estate Pvt. Ltd.



Project upon the Project Land in accordance with the terms of this Agreement and to sell and realize consideration or dispose off the whole of its share of the built/unbuilt up area of the Project as provided herein with proportionate share in the Project Land as also the right to use the common areas and common facilities. It is hereby clarified that the aforesaid rights would devolve upon the Developer only upon fulfillment of Clause 5.3 and 5.4 above.

- 6.2. The Owner agrees, in accordance with the terms and conditions herein recorded, to let the Developer have a permissive possession on the Project Land for the limited purpose of development and construction of the Project. The permissive possession in the Project Land shall pass from the Owner to the Developer for the purpose of development and construction of the Project upon (i) receipt of the License from DTCP and (ii) the Developer having paid the Security Deposit along with interest and Default Interest(if applicable). The Land shall at all times till completion and handing over of the Project to the end consumers (including investors, underwriters or any Third Party) shall remain to be in the possession of the Owner. However, on execution of this Agreement, the Developer shall, with a reasonable notice to the Owner, be entitled to access the Project Land, for survey, to prepare the layout and service plans and development scheme for submission to the Municipal Corporation of Gurgaon/Department of local bodies/ Town and Country Planning Department, Haryana and/or such other authority(s) as may be concerned in the matter for change of land use and obtaining of requisite License(s), permissions, sanctions and Approvals for development of the Project. However, it is clarified that the right to access the Project Land as contemplated hereinabove shall not in any manner be construed as transfer of possession of the Project Land (whether in part or full) in any manner whatsoever.
- 6.3. It is agreed between the Parties that the possession of the said Project Land would be handed over to the Developer only for the purpose of the development of the Project and the same shall not be disturbed and it shall not be dispossessed therefrom till the Project is complete subject to due performance of terms and conditions of this Agreement by the Developer. The Project shall be deemed to have been completed upon receipt of all statutory approvals/consents required for the sale of the plots for the entire Project.
- 6.4. It is hereby clarified that the legal and physical possession of Project Land, however, shall continue to be with the Owner and the Owner will have the right to depute its security guards/employees at the Project Land. In case of any breach or default of any nature whatsoever on part of the Developer, the Owner shall be within its rights to stop/prevent the entry of the Developer and its workers/personnel upon the Project Land and in

For CFG INTERNATIONAL (P) LTD.



Director

For Gnex Realty Pvt. Ltd.

Director

such an event, the Developer shall only be allowed to remove its belongings/raw material subject to payment of the dues & entitlements of the Owner in terms of this Agreement.

- 6.5. The Developer shall complete the entire construction of the Project within 36 (thirty six) months of the execution of this Agreement ("Completion Term") with a further grace period of 3 (three) months or mutually extended period.
- 6.6. A detailed Business Plan consisting of specifications, pricing, specific Project completion timings (i.e. receipt of requisite approvals for the Project from the concerned authorities and including completion of sale of each Party's respective allocation), infrastructure, costing etc. of the Project shall be developed mutually by the Owner and the Developer. The same shall be modified, if required, with prior written consent of the Owner.
- 6.7. The Developer undertakes that the Project to be constructed by the Developer shall be of the standard construction and the specification and the material employed and the facilities provided shall not be of inferior to those used employed or provided in any other plotted community developed in the vicinities.
- 6.8. The Developer shall be responsible for any deviations made from the approved plans and shall bear and pay all the charges, fees and penalties that may be demanded or incurred for regularization or rectification of any deviations and compounding of deviations from the sanctioned plans.
- 6.9. All charges, expenses and outgoing expenses towards water and electricity during the development of the Project Land shall exclusively be borne and paid by the Developer.
- 6.10. In the event the Developer has paid any deposit, furnished any guarantee or provided any other form of security related to the Project, whether on its own behalf or on behalf of the Owner, it shall be entitled to the refund of the said deposits, guarantees or securities from the concerned authorities as per Applicable Laws and the Owner shall not be liable in this regard in any manner whatsoever. In the event any such refund is made to or in the name of the Owner, the Owner undertake that the Owner shall within thirty (30) Business Days of the receipt of any such refund, if any, pass on the same to the Developer.
- 6.11. The Developer may appoint, at its discretion, any contractors / advisors / consultants/architects for the development of the Project. However, for any contracts, agreements or arrangement of any form to be executed between the Developer and any contractors / advisors / consultants, privacy

For CFG INTERNATIONAL (P) LTD.



Director

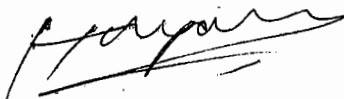


Director

of contract shall always be between the Developer and such contractors / advisors / consultants and each such contract shall specifically state that the Developer shall be solely liable under the said contract and the contractors / advisors / consultants (as the case may be) shall have no right to raise any claim against the Owner for any defaults or breach on the part of the Developer. Developer shall be responsible for making payments to any such sub-contractor/ advisors/ consultants and shall keep the Owner indemnified from the liability that Owner may incur due to any fault of the contractors/ advisors/ consultants and/or Developer. The Developer shall at all times be solely responsible for compliance with all Applicable Laws as regards the construction and development activities at the Project and the Developer shall be the principal employer for all contracts/sub-contracts/appointments entered into/made for construction-development activities for the Project. The Owner shall not be responsible for any act or omission of the Developer and shall not in any manner be liable for any action whether civil, criminal, contractual, tortious or otherwise. It is hereby agreed that in the event the main contractor developing the Project is a Person other than the Developer itself, then such contractor shall be appointed with mutual consent of the Owner. It is hereby clarified that the Owner's consent shall be required only for the purposes of selecting and appointing the main contractor and the Owner shall not interfere in the commercial arrangement between the Developer and the selected main contractor.

- 6.12. That the Developer shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of all Applicable Laws, rules and regulations as are in force or introduced from time to time including but not limited to the employment of personnel, payment of wages, compensation, welfare, insurance, labourcess etc. and / or for any accident or lack of prudence, resulting in injury or damage to workmen, plant and machinery or Third Party. All claims and demands during construction shall be settled and cleared by the Developer at its own cost and no liability on this account shall fall on the Owner. The Developer hereby agrees to keep the Owner indemnified from the liability that Owner may incur in relation thereto. Further, the workers and employees of the Developer shall have no privity of contract with the Owner and the Owner would not be liable for any lapse on the part of the Developer in relation to its workers and employees or the workers and employees to be engaged by its contractors, sub-contractors, advisors, consultants etc. It shall be the responsibility of the Developer to incorporate in work contract / appointment letter / agreement, whether oral or in writing, of all such workers and employees that they have no privity of contract with the Owner and the Owner have no liability towards them, including in the event of any loss, harm, injury, death etc. caused to them because of any act, omission, mistake, violation of criminal law, misconduct, negligence, tort, or any other lapse on the part of the Developer or the contractors,

For CFG INTERNATIONAL (P) LTD.



Director

Gncx Realtech Pvt. Ltd.

Director

sub-contractors, advisors, consultants etc. appointed by the Developer. It is agreed that all rates, cesses and taxes due and payable in respect of the Project Land shall be the exclusive liability of the Developer.

- 6.13. The Developer shall be solely responsible for any structural defects in the buildings and infrastructure constructed as part of the Project and shall be solely and wholly responsible and accountable for any Third Party claims or infringement or violation of any Applicable Law or any liability arising in connection with the constructed area. The Developers further agrees to rectify, at its own cost, any defects noticed in the infrastructure constructed as part of the Project for a period of 12 months from the date of issuance of pertaining to the entire Project by the concerned authority.

7. Construction Financing

- 7.1. The Developer shall be solely responsible to ensure necessary finances for the Project. It is hereby unequivocally agreed by and between the Parties that the Developer shall not avail any loan for the construction development of the Project.
- 7.2. The Developer will not be allowed to create any mortgage, charge or Encumbrances of any nature on the Project Land.
- 7.3. It is hereby agreed between the Parties that the Owner will retain all the title documents pertaining to the Project Land.

8. Marketing and Sales of the Project

- 8.1. The Owner and the Developer shall jointly decide and agree upon the sales plan and launching of the Project 6 months prior to the date of launch of the Project. It is hereby agreed by and between the Parties that the Project shall be marketed, constructed and sold solely under the name of the Developer and all representations and warranties to the intending purchasers with respect to the plots being purchased by such intending purchaser in the Allocation shall be solely by the Developer and the Owner shall have no liability or responsibility towards the intending purchasers. The Developer hereby unequivocally agrees not to in any manner hold out the Owner to the intending purchaser and shall keep the Owner indemnified from any loss, claim, proceedings etc. made by the intending purchasers on the Owner.

For CFG INTERNATIONAL (P) LTD.

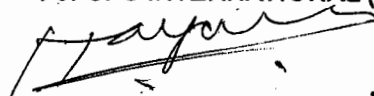
For Gnex Realtech Pvt. Ltd.

Director

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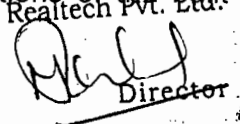
- 8.2. It has been agreed by the Parties that the Owner's Allocation shall be sold off entirely and then only shall the Developer have the right to sell of the Developer Allocation.
- 8.3. Each of the Owner and the Developer shall appoint their respective individual signatory(s) for execution of any sale document with customers for sale of their own respective allocation in the Project.
- 8.4. It is hereby agreed between the Parties that the Developer will act as a sales and marketing agent for the entire Project including the sales and marketing of Owner' Allocation, subject to discretion of the Owner.
- 8.5. The Owner, however, shall have option to withhold sale of the Owner's Allocation for strategic reasons. In such an event, Developer will be free to sell the Developer's Allocation and any proceeds from such sale shall accrue only to the Developer. It is hereby agreed by the Developer that in the event the Owner decide to retain any portion of the Owner' Allocation in terms of this Clause, then such portion shall be handed over to the Owner on receipt of approvals/consents required from the competent authority for the sale of the plot in the Project and the Developer shall ensure that the contractors, vendors and other agencies with their labour/employees and material are removed from the site prior to handover to the Owner.
- 8.6. In the event Owner opts that the Developer shall be the marketing the Owner' Allocation and acts as a sales agent for the Owner' Allocation, the Developer shall do so in conformity with industries best practice and in compliance with Applicable Laws. The Developer, at its own cost, shall be responsible for marketing, advertising, sales, handling of distribution channels, collection management, post sales customer management and such other activities as may be necessary for the effective sale and handover of plots to ultimate consumers. It is hereby clarified that all costs and expenses, for the aforesaid purposes, shall be solely to the account of the Developer.
- 8.7. That the Owner shall also execute and register the sale deed(s) or such other document(s) or instrument (s) in favour of the intending purchaser(s) of plot(s) agreed to be sold to different intending purchaser(s) forming part of the Owner' Allocation, at the cost and expense of the said intending purchaser(s) and shall give the said intending purchaser(s) title and interest as may be permissible by present or future Applicable Laws on the terms and conditions of this Agreement.
- 8.8. The Parties have further agreed that they shall be entitled to retain or let out or transfer out of their respective allocations of the built up area as

For CFG INTERNATIONAL (P) LTD.



Director

For Gnex Realtech Pvt. Ltd.



Director

detailed above, any plots or spaces in the said Project to such Person(s) as they deem fit provided that they shall not make any transfer contrary to the rules prescribed by DTCP or any other authority concerned with the matter. The Parties further agree and undertake to keep the other Party harmless and indemnified against all claims and demand resulting therefrom. It is hereby clarified that no transfer fee shall be payable by either of the Parties to the other Parties for transferring their allocation to any of its nominees. However, as regards the transfer fee chargeable for any subsequent transfers by the buyers of the plots, the manner of receiving the same shall be mutually discussed and form part of the Business Plan.

- 8.9. For the provision of services mentioned in Clause 8.4 above, the Developer will be entitled to (i) a sales and marketing fees of 1% and (ii) a brokerage of 1%, of the gross revenues earned from Owner' Allocation. It is hereby agreed that the aforesaid fee payable to the Developer would be inclusive of any brokerage paid by the Developer to any Third Party broker. Further, the sales and marketing fees and brokerage shall be paid to the Developer. It is further agreed and acknowledged by the Developer that the Developer shall not be entitled to the said brokerage for such portion of the Owner' Allocation which is sold to the buyers' identified by the Owner by themselves or through their self-appointed brokers and agents.
- 8.10. It is hereby agreed between the Parties that any payments made by the customer towards EDC/IDC, whether on purchase of any plotfalling within the Developer's Allocation and /or the Owner' Allocation, shall accrue to the benefit of the Developer. However, EDC/IDC received from the customers for the Owner' Allocation shall first be deposited in the bank account of the Owner.
- 8.11. It is hereby agreed between the Parties that each Party shall be responsible and liable in respect of service tax, income-tax and/or other statutory liabilities as far as their respective allocation of the Project or sale proceeds thereof are concerned.

9. **Manner of Payments**

It has been agreed by the Parties that the Owner's Allocation shall be sold off entirely and then only shall the Developer have the right to sell of the Developer Allocation. It is hereby agreed that the entire revenue received from Owner' Allocation shall be deposited in the Owner' bank account without any deductions there from and the details of Owners bank accounts are provided in schedule 3.

For CFG INTERNATIONAL (P) LTD.

For Gnex Reatech Pvt. Ltd.
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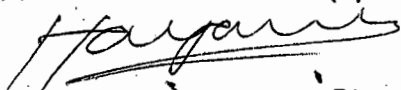
10. Monitoring the Project

- 10.1. The Developer shall submit to the Owner a monthly MIS for construction progress and sales progress, when applicable, of the Project.
- 10.2. The Owner shall also have a right to appoint its own team to monitor the construction and development of the Project at its own cost. Owner and their representatives shall have access to any part of the Project Land to ensure that the works are being performed in accordance with the approved Plans, standards and requirements. The Developer shall allow and facilitate the representatives of the Owner to inspect the development and construction work at the Project site and also provide copies of all documents, invoices, contracts etc. as may be required by the Owner for their perusal and record.
- 10.3. The Developer shall schedule meetings with the project manager/ lead contractors and architects and/or sales managers appointed by the Developer as and when requested by the Owner to take an update of the progress of the Project.
- 10.4. Throughout the construction period as well as the period upto completion of sales of Owner' Allocation, the Owner's may ask the Project manager/sale manager of the Developer, where necessary, copies of all documents, as may be required by it for its information, who shall be under an obligation to provide the same to the Owner.

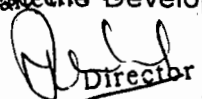
11. Delay in Development of the Project

- 11.1. In the event the construction timelines are not met and there is any consequent delay in delivery of Owner Allocation for any reason whatsoever beyond the time lines agreed in accordance with this Agreement and complete possession thereof is not hand over by the Developer to the Owner, in that event the Developer shall be liable to compensate the ultimate customers under the plot buyers' agreement. It is hereby agreed that for the aforesaid purposes, the Developer shall be a confirming party in each of the plot buyers' agreement executed for the Owner' Allocation and the responsibility for developing the Project in time and payment of penalties thereof shall be solely that of the Developer and the respective buyer would have no claim against the Owner in that regard and Developer shall keep Owner indemnified in this regard.
- 11.2. It is agreed that the Developer shall be liable to make payment of the aforesaid penalty amount for a period of 3(three) months, beyond the Completion Term for the Project. However, in case the Developer fails to

For CFG INTERNATIONAL (P) LTD.



Director



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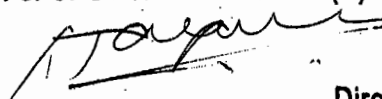
implement the Project in the aforesaid period of 3 (three) months, in that event the FSI of the Owner shall be increased and such increase shall be calculated at the rate of 10% against sanctioned area of the Project, which shall be based on the market value of the entire Project, and the Developer would get an extended period of 3 months for completion of the Project.

- 11.3. In case, however the Developer fails to implement the Project within the extended period of 3 months beyond the agreed Completion Date of the Project, in that event the Owner shall be entitled to terminate this Agreement with immediate effect without payment of any compensation to the Developer. The Developer shall however remain liable to pay the unpaid tranches of the Security Deposit, if unpaid at such point of time. On such termination, the Developer shall have no claim on the Project or the Project Land of any manner whatsoever. This Agreement along with the POA (granted in terms of this Agreement) shall stand terminated with immediate effect.
- 11.4. In the event of cost overrun of the Cost of Construction over and above the agreed cost under the Business Plan, then all such cost overrun shall be the sole responsibility of the Developer and in no event the Owner shall be liable to pay/bear any such cost, whether in part or full.
- 11.5. For the removal of doubts, it is clarified that the above remedies are in addition to and not in derogation of any other legal rights and remedies that may be available to the Owner under law or equity.

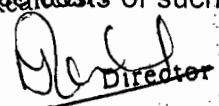
12. Maintenance of the Project

- 12.1. The common areas and facilities of the Project shall be maintained by professional maintenance company to be mutually appointed by the Parties. The Developer shall ensure that all the intending buyers of the plots shall sign a separate maintenance agreement with the maintenance agency and pay maintenance charges, replacement fund, security deposits etc. at such rates as may be fixed/ demanded by the Developer/ maintenance agency and/ or an association of buyers, as the case may be.
- 12.2. The necessary maintenance charges shall be paid proportionately by the Owner and the Developer in their area sharing ratio. The liability of the Owner to pay maintenance charges shall accrue from the date when the Developer offers possession of the plots to the Owner/subsequent purchasers after the issuance of occupation certificate. It is however agreed that in the event the Owner appoints the Developer as its sales and marketing agent for any portion of the Owner's Allocation, then the Developer shall be liable to bear the maintenance costs of such portion of

For CFG INTERNATIONAL (P) LTD.



Director



Director

the Owner's Allocation till such time the concerned plots are sold to the ultimate buyers and the Owner shall have no liability to pay the maintenance charges pertaining to such portion of the Owner's Allocation for any reason whatsoever.

13. Representations and Warranties

13.1. The Owner hereby represent, warrant and covenant that:

13.1.1. Owner are validly constituted companies under the Applicable Laws and have all corporate and statutory Approvals to enter into this Agreement, to execute the Project and to carry out its obligations as per the provisions of this Agreement and in executing this Agreement, it has or will not violate, contradict, any law, contract or rights of any Third Party and that the Owner are neither insolvent nor any insolvency or other similar proceedings are pending or threatened against them;

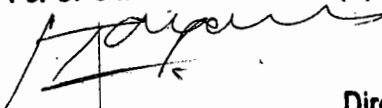
13.1.2. The Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Project and/or booking and sale of built or unbuilt areas of the project building, subject to the same being done by the Developer strictly in accordance with the provisions of this Agreement.

13.1.3. On execution of this Agreement, the Developer shall, be entitled to enter upon the entire said Project Land, survey the same, prepare the layout and service plans and development scheme for submission to DTCP and/or such other authority(s) as may be concerned in the matter for obtaining of requisite Licenses, permissions, sanctions and Approvals for development, construction and completion of the proposed Project on the Project Land under the provisions of this Agreement.


13.2. Developer hereby assures, represents, warrants and covenants with and to the Owner that:-

13.2.1. Developer is a validly constituted company under the Applicable Laws and has all corporate and statutory Approvals to enter into this Agreement, to execute the Project and to carry out its obligations for the benefit of the Owner as per the provisions of this Agreement and in executing this Agreement, it has or will not violate, contradict, any Applicable Law, contract or rights of any Third Party and that the Developer is neither insolvent nor any insolvency or other similar proceedings are pending or threatened against it;

For CFG INTERNATIONAL (P) LTD.



Director



the Owner's Allocation till such time the concerned plots are sold to the ultimate buyers and the Owner shall have no liability to pay the maintenance charges pertaining to such portion of the Owner's Allocation for any reason whatsoever.

13. Representations and Warranties

13.1. The Owner hereby represent, warrant and covenant that:

13.1.1. Owner are validly constituted companies under the Applicable Laws and have all corporate and statutory Approvals to enter into this Agreement, to execute the Project and to carry out its obligations as per the provisions of this Agreement and in executing this Agreement, it has or will not violate, contradict, any law, contract or rights of any Third Party and that the Owner are neither insolvent nor any insolvency or other similar proceedings are pending or threatened against them;

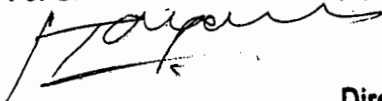
13.1.2. The Owner shall not interfere with or obstruct in any manner with the execution and completion of the work of development and construction of the Project and/or booking and sale of built or un-built areas of the project building, subject to the same being done by the Developer strictly in accordance with the provisions of this Agreement.

13.1.3. On execution of this Agreement, the Developer shall, be entitled to enter upon the entire said Project Land, survey the same, prepare the layout and service plans and development scheme for submission to DTCP and/or such other authority(s) as may be concerned in the matter for obtaining of requisite Licenses, permissions, sanctions and Approvals for development, construction and completion of the proposed Project on the Project Land under the provisions of this Agreement.

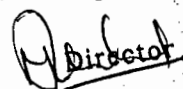
13.2. Developer hereby assures, represents, warrants and covenants with and to the Owner that:-

13.2.1. Developer is a validly constituted company under the Applicable Laws and has all corporate and statutory Approvals to enter into this Agreement, to execute the Project and to carry out its obligations for the benefit of the Owner as per the provisions of this Agreement and in executing this Agreement, it has or will not violate, contradict, any Applicable Law, contract or rights of any Third Party and that the Developer is neither insolvent nor any insolvency or other similar proceedings are pending or threatened against it;

For CFG INTERNATIONAL (P) LTD.



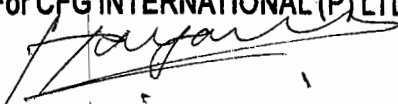
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alienating its allocation and dealing with the same in accordance with this Agreement.

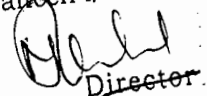
- 13.2.6. The Developer shall construct the maximum permissible area, allowed to be built on the Project Land according to Applicable Laws as may be amended from time to time
- 13.2.7. The Project will be erected using sound engineering practices and of first class construction in accordance with the specifications agreed in the Business Plan contained herein and the Owner shall have full authority to carry out inspection of the said construction.
- 13.2.8. The Developer shall comply with and ensure strict compliance by its employees, servants and agents of all Applicable Laws of any central, state or local bodies and authorities, labour and other laws and undertakes to indemnify the Owner from and against all levies, damages, penalties, any payments whatsoever as may be imposed by reason of any breach or violation of any Applicable Law, rule or regulation whatsoever and all actions, claims and demands arising therefrom and/or related thereto.
- 13.2.9. That the Developer shall be solely responsible and liable for payment of all dues to its workers / employees and statutory compliance of labour law, rules and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and / or for any accident or lack of resulting in injury or damage to workmen, plant and machinery or Third Party. All claims and demands during construction shall be settled and cleared by the Developer and no liability on this account shall fall on the Owner. In case any action/legal proceeding is initiated against the Developer in terms of this Clause the liability of which is to be discharged by the Developer and the Owner are also impleaded as party in the said action/legal proceeding, in that event the litigation expenses for defending the interest of the Owner shall also be incurred by the Developer. The Developer shall indemnify the Owner for losses (if any) sustained by the Owner on account of initiation of any action/legal proceeding in terms of this Clause the liability pertaining to which is to be discharged by the Developer.
- 13.2.10. That the Developer shall be solely liable to pay all taxes, levies such as service tax, VAT, and works contract and other taxes as may be applicable with regard to construction/ development of the

For CFG INTERNATIONAL (P) LTD.



Director

For Gnex Real Estate



Director

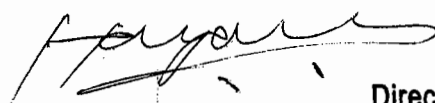
Project upto the date of issuance of occupation certificate for the Project and shall keep the Owner indemnified for the same.

13.2.11. That during the period of construction till the date of issuance of approvals/consents required from the competent authority for the sale of the plots in the Project, the Developer shall be liable to procure necessary insurance for covering third party liabilities, accidents and employees liability and any other required insurance cover and shall pay the premium for that purpose. The Developer shall keep the Owner indemnified for any loss incurred on account of non-maintenance of adequate insurance.

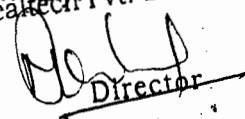
13.2.12. The Owners had mandated the Developer to arrange land for them, pursuant to which the Developer arranged the Project Land for the Owners. The Project Land was purchased by the Owner on the assurance by the Developer that the title being conferred on the Owner through the conveyance documents would be absolute and without blemish. Hence for the purposes of this Agreement, the Owner is not making any representation with regard to its title in the Project Land and will not have any responsibility or liability for the title defect etc., if any, pertaining to the Project Land. The Developer has assured the Owner that the Developer has conducted a due diligence on the Project Land and is (i) satisfied with the title and Ownership rights of the Owner to the Project Land (ii) has found the Project Land to be free from any Encumbrances, charges, liens; litigations; land acquisition notifications and (iii) finds the Project Land suitable for the development of the Project.

13.2.13. That each of the representations and warranties by the Developer contained in this Agreement are true and accurate as on the date of this Agreement and shall remain true and accurate upto the completion of the Project (i.e. approvals/consents required from the competent authority for the sale of the plots in the Project and including completion of sale of each Party's respective allocation) with the same effect as if made on each such day.

For CFG INTERNATIONAL (P) LTD. or Gnex Research Pvt. Ltd.



Director


Director

14. **Non – Compete and Non-Solicitation**

During the term of this Agreement and for a period of 3 (three) years after termination of this Agreement, no Party shall directly or indirectly, solicit or offer employment to any of the employees/ professionals/ consultants of the other Parties, without the prior written consent of such other Party.

15. **Term and Termination**

- 15.1. Since considerable expenditure, efforts and expertise are involved in developing the Project, it is an express condition of this Agreement that neither Party shall without cause terminate, repudiate, assign, transfer, cancel nor back-out from this Agreement under any circumstances whatsoever, unless mutually agreed between the Parties. However, in such an eventuality, other Party shall be entitled to get this Agreement specifically enforced/performed through any or all legal measure available to it for the specific performance thereof at the cost and risk of the other Party.
- 15.2. In pursuance of the due performance of the obligations herein contained and the Parties hereto duly performing and observing all the covenants herein contained, this Agreement shall not be revoked or cancelled, and shall be binding on both the Parties with full force.
- 15.3. In the event the Developer is unable to pay its debts or a petition is presented for winding up of the Developer for any reason whatsoever Owner shall be entitled to terminate this Agreement with immediate effect without payment of any compensation to the Developer, however the Developer shall remain under an obligation to pay to the Owner any outstanding tranche of the Security Deposit and Default Interest, if applicable.
- 15.4. Notwithstanding anything contained in Clause 15.1 and 15.2 above, this Agreement may be terminated by the Owner in the event the Developer fails to pay Security Deposit and interest thereon and Default Interest (if applicable) in terms of Clause 4, or of the Developer is found to be in breach of its representations and warranties of the Developer as provided under this Agreement. The Owner may terminate this Agreement by giving a 7 (seven) days notice to the Developer. The Developer within 3(three) days of receipt of such notice shall vacate the Project Land, clear any temporary and/or permanent establishment created thereupon falling which the Developer shall become a trespasser on the Project Land and the Owner may initiate action against the Developer (criminal and/or civil).

16. **Force Majeure**

For CFG INTERNATIONAL (P) LTD.

Director

Gnex Realtech Pvt. Ltd.

Director

16.1. The time lines and obligations stipulated in this Agreement are subject to Force Majeure Event. Force Majeure Event for the purpose of this Agreement shall mean any event that is the sole reason for preventing the performance of any obligation of any Party under this Agreement that is beyond control of a Party limited to following events flood, earthquake or other natural physical disaster, or war and military operations.

16.2. In the event the Project gets stalled or either Party is not able to perform its obligations under this Agreement due to circumstances suggesting existence of an Event of Force Majeure for a period of more than 180 days, the Parties shall in good faith consult with each other to determine the fate of this Agreement.

16.3. The Developer here agrees that this Clause shall not be applicable to any payment obligations towards the Owner and/or any authority towards the Project, under the terms of this Agreement

17. **Governing Law**

This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India.

18. **Miscellaneous**

18.1. Performance of all acts for compliance with Applicable Laws: The Developer shall comply with all Applicable Laws or terms of Licence for the development of the Land.

18.2. Costs: Unless otherwise agreed herein, each Party shall bear its own costs, taxes, expenses. However, all costs of stamping, engrossing and registration of this Agreement and the Power of Attorneys shall be borne by the Developer.

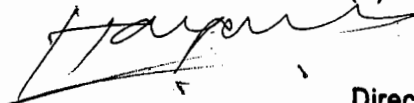
Further, the Parties hereby agree and undertake to bear the cost of stamp duty, stamp duty charges, registration charges and miscellaneous expenses towards registration of their respective plots/allocation.


18.3. Representatives of Parties: For all purposes of this Agreement, the Parties appoint the following Persons as their respective representatives:

Owner' Representative: Mr. Mayank Khemka, [Director of CFG International Pvt. Ltd.]

Developer's Representative: Mr. Neeraj Ruhil [Director of GNex Realtech Pvt. Ltd.]

For CFG INTERNATIONAL (P) LTD.


Director

GNex Realtech Pvt. Ltd.

Director

Each Party's Representative as mentioned above shall be responsible to the respective Party and shall carry out such duties and exercise such authority as may be delegated to him by the respective Party by virtue of a board resolution and/or authority letter. If any Party intends to replace its Representative, such Party shall give notice to the other Party of the name of the intended replacement Representative, not less than five (5) business days before the intended date of replacement.

- 18.4. Information Right: The Developer shall keep informed and the Owner shall have the right to ask for all reasonable information from the Developer in relation to progress of the Project.
- 18.5. Relationship between Parties: That this Agreement is not and shall not however be deemed or construed as a partnership between the Parties hereto nor will the same be ever deemed to constitute one as the agent/employee of the other, except to the extent specifically recorded herein.
- 18.6. Assurances: That the Parties hereto have agreed and undertaken to perform their part of the Agreement with due diligence and mutual cooperation keeping in view the interest of each other and execute and to do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Agreement. The Owner shall have a right to legally secure enforcement of rights available to them under the terms of this Agreement.
- 18.7. Entire Agreement and Amendment: This Agreement constitutes and represents the entire agreement between the Parties with regard to the rights and obligations of each of the Parties. That this Agreement overrides and supersedes all prior discussions and correspondence between the Parties. No changes, modifications or alterations to this Agreement shall be done without the written consent of the Parties thereto.
- 18.8. Successors and Assigns: That in pursuance of the due performance of the obligations and the covenants herein contained, this Agreement shall not be revoked or cancelled unless otherwise in circumstances provided for in this Agreement, and shall be binding on the Parties and their successors, administrators, liquidators and assigns.
- 18.9. Waiver: That the failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of

For CFG INTERNATIONAL (P) LTD.



Director

Gnex Realtech Pvt. Ltd.



the same or of any other provisions hereof ; and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving Party.

18.10. Severability: That if any provision of this Agreement shall be determined to be void or unenforceable under Applicable Law, such provisions shall be deemed to be amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Applicable Law and remaining provisions of this Agreement shall remain valid and enforceable in accordance with their terms.

18.11. Confidentiality: The Parties undertake that they shall maintain at all times as confidential information, the fact that this Agreement or any other document pursuant to it has been executed as well as the terms of this Agreement, except:

18.11.1. disclosures made by Parties to their respective employees, advisors and/or counsel on a strictly need-to-know basis; and

18.11.2. appropriate disclosures as required by Applicable Laws or regulations, including to stock exchanges.

18.12. Announcements: No announcements or other disclosure concerning this Agreement shall be made by any Party save in the form agreed to in writing between the Parties or where required by Applicable Law or any Governmental Authority. The Parties shall consult with each other on the content and timing of the announcement prior to its being made and shall provide the other with reasonable opportunity to review and comment on such announcement.

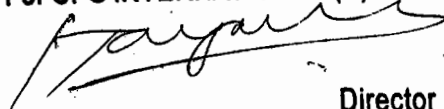
18.13. Notices

18.13.1. Notice Requirements. All notices, statements or other communications required or permitted to be given or made under this Agreement shall be in writing in the English language and delivered by (i) hand, (ii) prepaid post with recorded delivery, (iii) facsimile transmission, or (iv) by internationally recognized courier. In each case such notice, statements or communications shall be addressed to the intended recipient at its address or facsimile number set forth below or to such other address or facsimile number as any Party may from time to time duly notify to the other Parties

If to the Owner:

Mayank Khemka

For **CFG INTERNATIONAL (P) LTD.**


Director

Gnex Realtech Pvt. Ltd.


Director

Address: 6-D, Atma Ram House, 1, Tolstoy Marg, Connaught Place, New Delhi - 110001
Phone: 9810433368
Email: mayank_khemka@yahoo.com

If to the Developer:

Shri Neeraj Ruhil
Address: H No. 1556, Maharaja Ram Pana, Rohad, Bahadurgarh – 124507 Harayana
Phone: 9891017000
Email: ruhil.neeraj@yahoo.com

- 18.13.2. Delivery.** If a notice is delivered by hand, post or courier during the normal business hours of the intended recipient, it shall be deemed to have been received at the time of delivery, otherwise on the next Business Day. Any notice sent by facsimile shall be deemed to have been received by the Party to whom it was sent on the Business Day of transmission with confirmed answerback.
- 18.13.3. Authorization of Notices.** Any notice required to be made or given hereunder may be signed by an officer, manager or authorized representative of the Party giving or making the same. No recipient shall be required or obliged to inquire as to the authority of the officer, manager or authorized representative so signing.
- 18.14. Counterpart:** That this Agreement has been prepared in duplicate with original signatures of both the Parties and attesting witnesses and one set has been kept by each Party in original.
- 18.15. Assignment:** The Developer shall not have any right to assign either in part or full this Agreement without prior written consent of the Owner. However, the Owner shall have the right to assign either in part or full this Agreement at their sole discretion.
- 18.16. Survival:** The provisions of this clause, Clause 13 (Representations and Warranties), Clause 17 (Governing Law), Clause 18.11 (Confidentiality) and Clause 18.13 (Notice) shall survive the termination of this Agreement.
- 18.17. Third Party Benefit:** Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

For CFG INTERNATIONAL (P) LTD.

Director

Gnex Realtech Pvt. Ltd.

Director

18.18. Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them ; and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

18.19. Joint Draft: This Agreement is joint draft product of the Parties, as it has been drafted by the Owner and the Developer jointly with consent of each other. Hence, any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Agreement.

[Signature Page Follows]



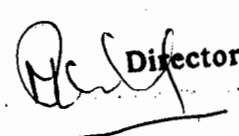
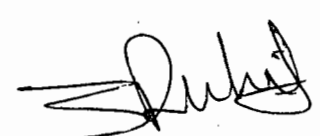
For CFG INTERNATIONAL (P) LTD.

or Gnex Reaftech Pvt. Ltd.

Director


Director

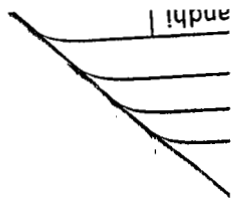
IN WITNESS WHEREOF, the Parties hereto have signed this Collaboration Agreement on the day, month and year first mentioned above.

For M/s CEG International Pvt. Ltd., For CEG INTERNATIONAL (PVT.) LTD.  Director Mr. Mayank Khemka	Witnessed by:  Name: Gaurav Aggarwal Address: 12 / 75 West Punjabi Bagh, New Delhi
For Gnex Reartechn Pvt. Ltd., For Gnex Reartechn Pvt. Ltd.  Director Mr. Neeraj Ruhil	Witnessed by:  Name: Sanjeev Ruhil Address: 1176, Sec - 6, Bahadurgarh, Haryana

9
31/05/2017
28/05/2017



Witnessed by

95.9.19/17
Kameshwar Kaushal
Advocate
Civil Court, Bahadurgarh



पेशकर्ता



दावेदार



गवाह

पेशकर्ता	बजरिय मयंक खेमका		For CFG INTERNATIONAL (P) LTD. Director
दावेदार	बजरिय नीरज रूहिल		For Gnex Realtech Pvt. Ltd. Director
गवाह	औमप्रकाश नम्बरदार		
गवाह	गोरव अग्रवाल		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5,140 आज दिनांक 25/09/2013 को बही न: 1 जिल्द न: 290 के पृष्ठ न: 15 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 729 के पृष्ठ सख्या 84 से 85 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 25/09/2013

उप/सयुक्त पंजीयन/ अधिकारी
बहादुरगढ़

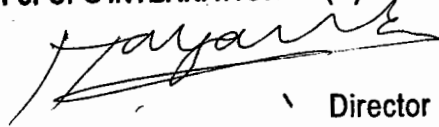
SCHEDULE - I

DESCRIPTION OF THE SAID LAND

CFG International Pvt. Ltd.

S.No	Village	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Share	Total Area	Area / (Acres)	Sale Deed / Date	Zamabandhi in Years	Intkal No.
1	Nuna Majra	205/178	212	39	17	7K 8M	100	25K 12M	3.20	7491 / 30/11/2012	2004 - 2005	4387
				47	9/2	6K 0M						
					10	8K 0M						
					11/1	4K 4M						
2	Nuna Majra	386 / 344	397	21	19/2	2K 0M	1/3	4K 16M	0.60	850 / 07/05/2013	2004 - 2005	4457
					20	7K 12M						
					21/1	3K 16M						
					22/1	1K 0M						
3	Nuna Majra	145 /127	149	18	17	7K 7M	1/3	7K 15M	0.9688	1520 / 24/05/2013	2004 -2005	4463
		406 / 363	417	22	24	8K 0M						
					4	8K 0M						
					Total land In Acres				4.7688			

For CFG INTERNATIONAL (P) LTD.


Director

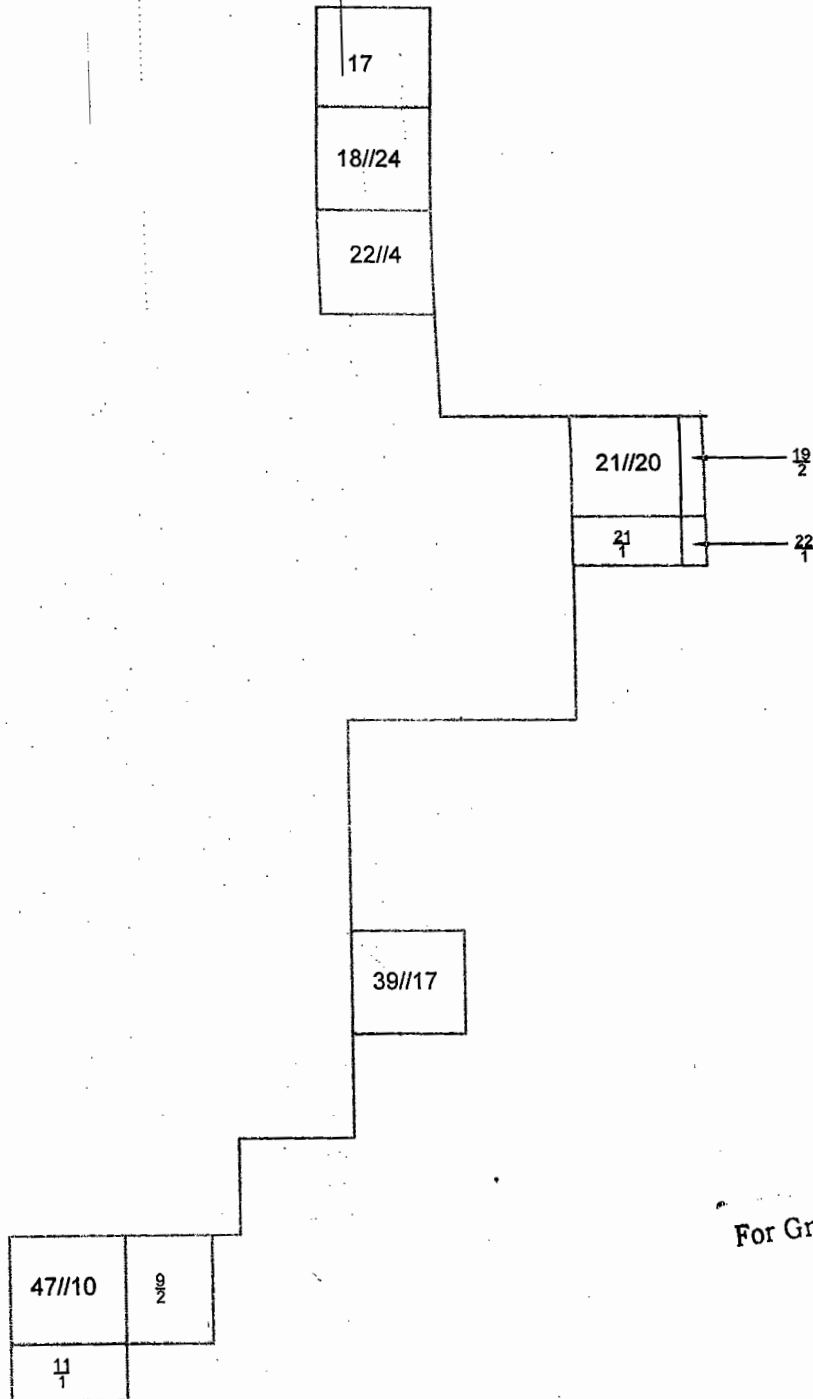
Township

For Gnex Realtech Pvt. Ltd.


Director

SEHEDULE 2

MAP OF THE PROJECT LAND



For Gnex Realtech Pvt. Ltd.

[Signature]
Director

For CFG INTERNATIONAL (P) LTD.

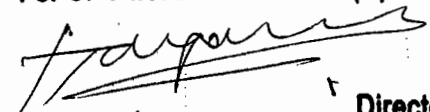
[Signature]
Director

BANK ACCOUNT DETAILS


Owners Bank Account

ACCOUNT NAME: CFG INTERNATIONAL PVT. LTD.
BANK NAME: ORIENTAL BANK OF COMMERCE
BRANCH: CONNAUGHT PLACE, NEW DELHI,
ACCOUNT NO.: 10481131002779
RTGS CODE: ORBC0101048

For CFG INTERNATIONAL (P) LTD.


Director

For Gnex Realtech Pvt. Ltd.


Director



हरियाणा HARYANA

H 691512

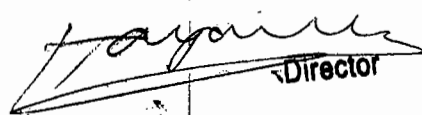
POWER OF ATTORNEY

BE IT KNOWN TO ALL that we **M/s CFG International Private Limited**, having its registered office at A-348, Meera Bagh, Main Outer Ring Road, New Delhi – 110087 acting through its Director Shri Mayank Khemka (hereinafter referred to as the "Executant"), are the owner and are in physical and peaceful possession of land admeasuring approximately 4.7688 Acres, situated in Sector 36, in the Revenue Estate of Village Nuna Majra, Bahadurgarh, Haryana (hereinafter referred to as "Land").

WHEREAS we being the lawful owners and in possession of aforesaid Land, we are competent and entitled to deal with the same in any manner deemed fit by us. We have entered into a collaboration agreement dated 25th September, 2013 ("Agreement") with **M/s GNex Realtech Pvt. Ltd.**, having its registered office at Block – D, Plot No – D-5, 308, AVADH Complex, Laxmi Nagar, Delhi, acting through its Director Shri Neeraj Ruhil (hereinafter referred to as the "Company") for the construction and development of an Integrated Residential Township comprising of individual plots on the Land ("Project").

In terms of aforesaid Agreement, we have undertaken to execute this POWER OF ATTORNEY (POWER OF ATTORNEY) in favour of nominee of aforesaid Company for carrying out the intents and objects of Agreement.

For CFG INTERNATIONAL (P) LTD.


Director

For Gnex Realtech Pvt. Ltd.

Director

8

The capitalised terms not defined under this POWER OF ATTORNEY, shall have the meaning assigned to them under the Agreement.

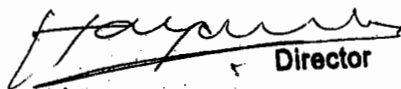
NOW BY THIS POWER OF ATTORNEY ("POWER OF ATTORNEY"), we hereby nominate, constitute and appoint Shri Neeraj Ruhil Director of the Company, authorized vide Company's board resolution dated 2nd September, 2013 to act on behalf of the Company, as our true and lawful Attorney with full authority to do all acts, deeds and things, as are listed hereinafter. In case of termination of the Agreement for any reason, this POWER OF ATTORNEY shall automatically stand revoked and cancelled.

The Attorney shall be entitled to generally do all such acts, deeds and things as the Attorney deems fit and proper and which are necessary and incidental for (a) achieving the objectives of the Agreement and (b) obtaining License and (c) development and construction of the Project. We shall ratify all acts, deeds and things done in pursuance of this POWER OF ATTORNEY.

For the purpose of development of land in terms of Agreement, the following powers are conferred upon the Attorney:

1. To apply to the Director, Town & Country Planning, Haryana, Chandigarh, for grant of license on the said land for development of Residential Township / Group Housing Colony/Affordable Housing on the said land and to apply and obtain requisite sanctions, permissions & approvals from various State / Central competent/appropriate authorities for the purpose and to deal all and/or any of the matters involving and pertaining to obtaining of license, for and on our behalf.
2. To represent before the Civic authorities and/or other Government/Semi-government Departments only for the purpose of obtaining permission for electricity, water/sewerage connection and all other matters, in connection with the development of the proposed project on the said land.
3. To apply and appear before DTP, STP, DTCP, HUDA, electricity department, officials or any other authority, department, statutory body, officer etc. and to sign and submit any applications, replies, affidavits, undertaking(s), agreement(s), furnish guarantee(s), file any appeal(s), representation(s) or make any other correspondence with such authority and/or to deposit or withdraw money for and on our behalf, to manage, control and supervise the said property in all respect, to get lay out plans and zoning plans, building plans and any other plan and/or plans sanctioned, to undertake self or through appointment of any agency for construction/re-construction, renovation or demolition of any or entire construction, to get water, electricity, sewerage connections and to take all such necessary steps in this behalf for and on our behalf.
4. To sign LC-I, LC-IV, LC-V and Bilateral Agreement and other presents for obtaining of license for and on our behalf.
5. To do all necessary acts and deeds only with regard to survey, plans / drawings, construction, appointment of contractors / architects / agencies,

For CFG INTERNATIONAL (P) LTD.


Director

For Gnex Realtech Pvt. Ltd.

Director

appoint employees and various other activities required for construction of said Project on the said land in terms of Licence, LC-IV agreement executed with DGTCP.

6. To institute, conduct or defend any legal proceedings and other matters relating only to the construction of the Project and appoint / retain counsels, advocates, pleaders etc in this matter. This delegation is not valid for any proceeding relating to land ownership related issues.

AND we hereby agree that all such act(s), deed(s), and/or thing(s) done by our attorney(ies) by virtue of the powers granted/conferred upon them under this instrument shall be construed as acts, deeds and things done by us in person and we undertake to ratify and confirm all and whatsoever that our said attorney(ies) shall lawfully do or cause to be done thereunder for the aforementioned purpose.

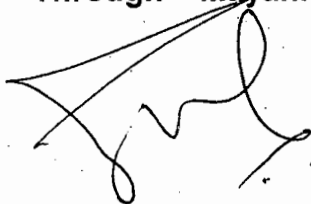
Nothing contained hereinabove shall empower the said Attorney to do any act, deed or thing which may attract or invite or result in any civil or criminal liability including the monetary liability of the Executants.

IN WITNESS WHEREOF, we have executed this Power of Attorney on this 26th day of September, 2013 at Delhi in the presence of the following witnesses:-

EXECUTANT: M/s CFG International Private Limited

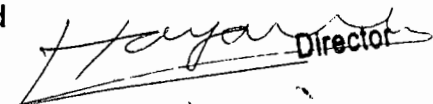

Through – Mayank Khemka

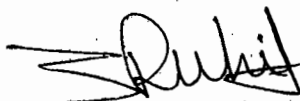
Witnesses:



1. Gaurav Aggarwal

Address: 12 / 75 West Punjabi Bagh, New Delhi


Director
For Gnex Realtech Pvt. Ltd.

Director



2. Sanjeev Ruhil

Address: 1176, Sec – 6, Bahadurgarh

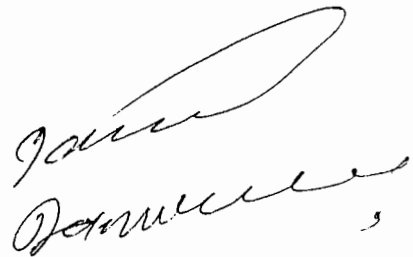
③ अमृत कौर नमर 412
बहादुरगढ़



Attested as Identified

Executive Magistrate
Bahadurgarh 145072

25/9/13



25.9.2013
Rameshwar Kuma
Advocate
Civil Court, Bahadurgarh

27/10

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEESभारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

COLLORATION AGREEMENT

G 774689

This Collaboration Agreement is made and executed at New Delhi on this 4th day of July, 2013

BY AND BETWEEN

M/S GNEX REALTECH PVT. LTD. a company registered under the Companies Act, 1956 and having its registered office at Block-D, Plot No. D-5, 308, Avadh Complex, Laxmi Nagar, Delhi-110092 (hereinafter referred to as the "**DEVELOPER**", represented herein through its Director/Authorized Signatory **Mr. Yeshpal Sharma**, duly authorized by board resolution dated 3rd June, 2013 which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) being the party of the **FIRST PART**;

AND

M/S RENU REALTECH PVT. LTD. a company registered under the Companies Act, 1956 and having its registered office at 31, Jangpura Road, Bhogal, New Delhi-110014 (hereinafter referred to as "**LAND OWNER**", through its Director/Authorized signatory **Mr. Rajkumar Sharma** duly authorized by board resolution dated 3rd June, 2013, which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) being the party of the **SECOND PART**;

The Developer and the Land Owner shall hereinafter be individually referred to as the "**Party**" and collectively as "**Parties**"

WHEREAS:

- A. The **Developer** is the sole and absolute owner in possession of 4.925 Acres of freehold Agricultural land and the Land Owner is the sole and absolute owner in possession of 28.1875 Acres of freehold Agricultural land as per details mentioned in Schedule I of this agreement. The said pieces and parcels of land held by the Developer and the Land Owner together admeasuring approximately 32.1125 Acres are located at Sector-36, within the revenue estate of village Nuna Majra & Khedka Musalman, Tehsil Bahadurgarh & District Jhajjar in the state of Haryana

Gnex Realtech Pvt. Ltd.

Auth. Signatory

RENU REALTECH PRIVATE LIMITED

Rajkumar Sharma
Auth. Signatory DIRECTOR

RAILSON LINE

S.No. 4287

26 APR 2013

Gnex Realtech Pvt Ltd New Delhi

Bahadurgarh-124507 (Hr.)

प्रलेख न: 2710

दिनांक 04/07/2013

डीड संबंधी विवरण

डीड का नाम AGREEMENT

तहसील/सब-तहसील बहादुरगढ़

गांव/शहर नूना माजरा

भवन का विवरणभूमि का विवरणरकबा संबंधी विवरण

राशि 1.00 रुपये

कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये

स्टाम्प की राशि 100.00 रुपये

रजिस्ट्रार की राशि 100.00 रुपये

पेस्टिंग शुल्क 2.00 रुपये

Drafted By: -

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 04/07/2013 दिनांक गुरुवार को 07:00PM बजे श्री/श्रीमती/कुमारी M/s Gnex Realtech Pvt. Ltd thru पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निम्नलिखित दस्तावेजों के माध्यम से प्रस्तुत किया गया।

Gnex REALTECH PRIVATE LIMITED

हस्ताक्षर प्रस्तुतकर्ता

DIRECTOR

Gnex Realtech Pvt. Ltd.

Auth. Signatory

उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ़

श्री M/s Gnex Realtech Pvt. Ltd thru मिन जानक्यरशमि (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी बजरिये राजकुमार शर्मा दावेदार हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी ओमप्रकाश नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बगढ़ व श्री/श्रीमती/कुमारी नीरज पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी विक्रम निवासी - ने की।

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

दिनांक 04/07/2013

उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ़

(hereinafter referred to collectively as the "Said Land" and individually as the "Developers Land" and "Owners Land").

- B. The Developer is a company engaged in the business of *inter alia* development and construction of immovable properties and lands .
- C. The Land Owner is desirous of development of its parcel of land into a residential plotted colony/Township (hereinafter referred to as the "Project"), however, it doesn't have expertise to develop the projects/ land hence has approached the Developer to develop the said Land in collaboration with the Owners r and so as to enable the Developer to obtain the necessary licenses for setting up of a Residential Township on the said Land.
- D. The Developer has represented to the Owner that it has the ready "where with all" and resources to obtain the CLU (Change of Land Use) permission from the competent authorities under the Haryana Urban Development Act and shall at its own expenses obtain the necessary Licence for the change in land use from the competent authority for the land comprising the Developers Land and the Owners Land, within 6 months with a grace of two months , of the present agreement. It is agreed that it is only subject to the developer first obtaining the necessary Licence in terms of the present agreement as stated above that the remaining terms of this Collaboration Agreement shall thereafter become operative and binding upon the parties. In case the necessary Licence is not forthcoming in the said period of 6 months with grace period of 2 months the present agreement shall be deemed to have been automatically terminated and frustrated and the parties shall be left with absolutely no rights or obligations against each other and shall be free to deal with their respective lands as considered appropriate by each one of them.
- E. It is clearly under stood that the present Agreement would not create any obligations amongst the parties against each other and shall be without any consideration till the time Licence is first obtained and no party shall have till then the right to either seek specific performance or Damages for breach of the same by other party, as till then there would be no consideration for the present agreement.
- F. It is agreed that the Developer shall obtain the necessary Licence at its own costs and shall not be entitled to claim any costs, expenses or damages whatsoever from the owner in case the Licence is ultimately not obtained/issued within the agreed period.
- G. The Land Owner after the grant of the Licence by the Director Town and Country Planning, Haryana , being the sole and absolute Owner and in peaceful vacant possession of its land agrees to the Developer further undertaking the development, promotion, construction of the project. The Developer has represented that it is possessed of adequate funds, experience and infrastructure required for said proposed development, promotion, construction of the project and for that purpose the Land Owner has agreed to grant to the Developer, the entire uninterrupted, exclusive, full and free right to construct, promote, advertise and market the Developer's share over said Land in such manner it deems fit (hereinafter collectively referred to as the "Development Rights", which shall include all the rights contained in **Article 2** below) and the Developer has agreed to develop the Said Land upon grant of Development Rights on the terms and conditions contained under this Agreement and after obtaining necessary Licenses from DGTCP.
- H. The Parties now wish to record their understanding and detail the framework, terms and conditions that would govern their relationship in relation to the Project and the development thereof by the Developer, and are accordingly entering into this Agreement.

Gnex Realtech Pvt. Ltd.
Auth. Signatory

RENU REALTECH PRIVATE LIMITED

AR. / DIRECTOR

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. ARRANGEMENT

- 1.1. Pursuant to this Agreement, the Land Owner, after the grant of the Licence, agrees to grant the Developer the Development Rights over the Said Land on the terms and conditions contained hereunder.
- 1.2. The Land Owner hereby represents to the Developer that the Land Owner is sole and absolute Owner of the Said Land and the Land Owner further represents that after the grant of the Licence the Developer shall be by means of a separate possession letter inducted into joint possession of the Owners lands, only for the limited purpose of their development and, for the purpose of enabling the Developer to develop the Project, for the aforesaid purpose. It is being clarified that till the time the grace is not granted, the Developer cannot enter the said land.

Simultaneously with this Agreement, Land Owner shall execute and deliver the POA to the Developer in the format annexed herewith as **Schedule - II**.

2. DEVELOPMENT RIGHTS

- 2.1. The Land Owner has, under this Agreement and in fulfilment of the requisite pre-conditions mentioned hereinabove, agreed to grant the Development Rights to the Developer who shall be entitled to enter upon the Said Land or any part thereof and undertake the development and construction work on the said Land. The Developer may undertake the same either by itself or through competent contractors, including those appointed as the Project Team, and sub-divide the work or appoint sub-contractors as it may deem fit and proper.
- 2.2. The Developer shall be entitled to do all things, deeds and matters pertaining to all the development activities on the Said Land and for the purpose approach any Governmental Authority or any other body or in respect of any acts, deeds, matters and things which may be done or incurred by the Developer as also to sign all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be from time to time required in this behalf. The Developer shall also be entitled to appoint the Project Team of its choice, and also submit the Plans prepared for sanction and apply for quotas, of all controlled building such as cement, steel etc. to the relevant authorities and all other authorities in connection with layout plan, zoning plan, service plan, building plan submitted and/or to be submitted and for the other establishments to be developed/constructed by the Developer and/or its nominees or assigns and sale thereof and the Land Owner shall render all possible assistance and do all acts and things as may be requested by the Developer in this regard to enable the Developer to undertake the development of the Project on the Said Land.
- 2.3. Notwithstanding anything contained to the contrary,
 - (a) The Developer shall be free and entitled to dispose of the Developer's share viz. the area/Plot/built-up units developed, other than the share of the Land Owner subject to the fulfillment of the requisite pre-conditions mentioned above.
 - (b) The Developer shall be liable to determine the name of the Project/the Buildings.

Gnex Realtech Pvt. Ltd.
Auth. Signatory

RENU REALTECH PRIVATE LIMITED
A. R. / DIRECTOR

- (c) The Developer shall be entitled to remain in permissive joint possession of the Said Land or part thereof till the completion of the Project and the marketing of the premises.
- (d) The Developer shall be liable to deal with all the concerned Governmental Authorities including but not limited to DTCP, HUDA, Government of Haryana and all its ministries and departments, Government of India and all its ministries and departments, defense establishments including the Air Force, Airport Authority, concerned public /statutory authorities/private utilities with respect to the development of the Project and the marketing of such premises and apply for, deal with, appear before and obtain from the concerned authorities all such licenses, permissions, sanctions, orders, certificates, permissions, extensions, modifications, clearances as may be necessary for the full, free, uninterrupted and exclusive development of the Said Land or any part thereof and the marketing of the premises to be constructed thereon;
- (e) The Developer shall be liable to take appropriate actions, steps and make and seek licenses, compliances, permissions, sanctions, approvals, and exemptions under the provisions of all concerned enactments and the rules and regulations framed there under required if any, entirely at the discretion of the Developer for development of Project and construction of the Building/s upon the Said Land or any part thereof.
- (f) The Developer shall be liable to carry out all the infrastructural work, including leveling, Land escaping, Roads, service lanes, parking lot, schools, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed Township and the building/s to be constructed on the Said Land or part thereof as may be required by any approval, layout plan, or order of any governmental/semi-governmental authority/ authorities.
- (g) The Developer shall be liable to employ and/or engage labour, workmen, personnel - skilled and unskilled to carry out the development work and solely be liable to pay the wages, remuneration and salary of such labor, personnel- skilled or un-skilled, workmen and to comply with all laws and regulations from time to time in force in that behalf.
- (h) The Developer shall be liable to make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, all public/ statutory authorities and/or public /private utilities, banks/financial institutions relating to the development of the Said Land or any part thereof.
- (i) The Developer shall be to bear and pay all outgoing and statutory dues including municipal taxes, rates, cesses, municipal fees, deposits, development charges, payments to governmental authorities, taxes for Plots, Built-up area, land under construction, and other assessments and/or dues and/or charges of any sort or in respect of the Said Land only from the Date of execution of this Agreement.
- (j) The Developer shall obtain at its costs full/part Completion/occupation certificate in respect of Developer's share and the owners share in the Project from time to time and upon completion of the Project and the marketing of all the Developer's share.
- (k) The Developer shall have marketing rights over the Developer's share by way of sale/lease/license or any other manner of transfer or creation of third party rights therein,

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Auth. Signatory

RENU REALTECH PRIVATE LIMITED

Reu Kumar Sharma
A. R. DIRECTOR

and enter into agreements with such transferee/s as it deem fits and on such marketing, receive the full and complete proceeds in its own name on such marketing and give effectual receipts and hand over possession / use / occupation of such Plots/ premises falling in Developer's share out of the said Land or any part thereof after handing over the area to the land owner falling under the land owner's share.

- (l) The Developer shall execute a deed of Plot/Built-up units Buyer Agreements and/or other documents of transfer, deeds, writings of transfer as may be required in respect of the Developer's share in favour of any society / transferees and shall solely be liable to such transferees/third party.
- (m) The Developer shall execute all necessary, legal and statutory writings and documentations for the exercise of the development rights, carrying out the development of the Said Land or any part thereof and the marketing of the Developer's share out of the said Land or part thereof, as envisaged herein.

3. CONSIDERATION

The consideration of the Land Owner granting the entire uninterrupted Development rights over the Said Land to the Developer, the parties have agreed as under:

- a. In consideration of the Land Owner granting development rights over the said Land to the Developer, the Land Owner shall be entitled to receive as its share, the developed land equivalent to 1800 square yards of saleable developed land for every acre of the owners land, on the premise that on development each acre of the land shall yield not more than 2600 square yards of fully developed saleable land . In case the yield per acre for the saleable developed land is more , the share of the owner shall proportionately increase in the ratio 1800/2600 per acre. The share of the owner shall however under no circumstances be reduced below 1800 yards per developed acre of saleable land. The owner shall be entitled to the allotment of commercial and institutional saleable land portions on the same basis as other saleable land. The remaining saleable land share of the owner shall be the sole and only consideration for the developer to fully develop at its costs, the land of the owner. The Location of the Owners share of the Developed saleable residential and commercial areas of the project shall be as per the choice of the owner and shall be shown on a plan signed by both the parties and as separately earmarked, before the project is launched for sale in the market. The developer shall have no right to in any manner deal with the land of the owner.
- b. The sale and marketing of owners share shall be their own responsibility and the developer shall not interfere in the same in any manner.
- c. In consideration of the Developer undertaking the development of the said Land and making entire expenses, costs etc. as agreed herein, the Developer shall be entitled to retain balance Land/ Developed land after allocating Owner's share (hereinafter referred to as the "Developer's Share").
- d. That any other land components, including institutional, commercial FAR etc., shall be shared by the Owner and the Developer in the same manner as the residential and the commercial components of the developed lands.
- e. The Land Owner shall undertake the marketing of their share (Owner's Share) on their own and on their own cost and expenses. It is also agreed that the developer shall ensure that the development of the owner's land is completed simultaneous with the completion

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RENU REALTECH PRIVATE LIMITED

Ravi Kumar Sharma
A.R. DIRECTOR

of the development of the owner's land and that the development of the entire land is uniformly carried out, without forming developed and undeveloped pockets of lands in the project.

- f. That it is agreed that the developer shall not hand over the possession of its portions of the developed land of the project, without first handing over the owner's share of the developed land.
- g. That it is agreed that developer shall not in any manner mortgage, charge or encumber the owner's share of the land and the original sale deeds as corresponding to the owner's share of the land shall always be retained by the owner, irrespective of the development being carried out by the developer.
- h. The Land Owner or their Allottees shall obtain the building Plans and raise construction over their respective plots (Owner's Share) in accordance with the applicable laws, rules, building bye-laws applicable to the project on their own costs and expenses and the Developer shall not be made liable for the same.

4. COST AND EXPENSES

- 4.1. The Parties agree that the entire amount required for the cost of development of the said Project including the charges and fees of the Architect(s), Engineers, Contractors, preparation of Plans as also all other statutory fees and charges incidentals including the payment of license fees, scrutiny fees, license fees, conversion charges, internal development charges, infrastructure development charges, external development charges and all amounts payable towards any of the foregoing including any enhancement thereof and also the payment towards electricity and water security charges, extension fee, compounding charges, any type of renewal charges, payable on and to the Government and/or any other Authority for the provision of peripheral or external services/ amenities to the said Project shall be wholly to the account of the Developer.
- 4.2. That the Developer shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rule and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party in relation to the Project. All claims and demands during development shall be settled and cleared by the Developer and no liability on this account shall fall on the Land Owner.
- 4.3. The Approvals required for the Project shall be obtained by the Developer at its cost and expenses and the Land Owner shall extend all assistance and do all acts and things and execute all documents as may be required by the Developer for obtaining such Approvals.

5. PLANS AND LICENSES

- 5.1. The Developer shall, based on the plans as approved and secured from DGTCP/ concerned Governmental Authorities, develop the Said Land/ Project. The responsibility for preparing and obtaining the necessary Licenses, Approvals, Sanctioned Plan and Service Plan etc. shall be that of the Developer and the Developer shall wholly bear all the costs and expenses in this respect. The Land Owner shall execute necessary applications/ forms/ documents for obtaining the Licenses, Approvals required to develop the Said Land.



RENU REALTECH PRIVATE LIMITED

Ravi Kumar Sharma
A.R. DIRECTOR

6. POWERS OF ATTORNEY

- 6.1. Land Owner shall also execute the POA to enable the Developer to secure plans, licenses and/or other approvals or permission(s) for the development of the Said Land or part thereof and to enable the Developer to develop the same and exercise the Development Rights. However, the expenses on execution of such documents and the cost of the development/construction of the Project shall be met and borne by the Developer alone.
- 6.2. The POA shall be registered, if required, with the appropriate authorities and the stamp duty and registration fees and all connected expenses for registration shall be borne by the Developer.

7. TAXES

- 7.1. All taxes, rates, cesses and other public dues with respect to the Said Land due and outstanding and accrued up to the execution of this shall be paid and discharged by the Land Owner. Thereafter, all such charges, taxes over the Developer's share shall be borne by the Developer and the Land Owner shall bear all such taxes, charges etc. including service tax over the Owner's share.
- 7.2. The Developer and the Land Owner shall be responsible for their own income tax liability for the incomes received and/ or gains arising as a result hereof.
- 7.3. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of the POA and this Agreement shall be borne by the Developer.

8. AGREEMENTS WITH LESSEES AND PURCHASERS

- 8.1. The Parties agree that the Developer shall enter into agreements on behalf of itself as well as the constituted attorney for Land Owner for the sale /lease of the Developer's share constructed on the Said Land. The specific terms and conditions in the respective sale, transfer or lease deeds as the case may be, including without limitation the consideration payable by the third parties shall be decided by the Developer.
- 8.2. Without prejudice to the POA, Land Owner shall provide appropriate assistance and assurances as may be required by the Developer in connection with the proper execution of such sale or lease deed as contemplated under Article 8.1 above. The Land Owner agree to join hands with the Developer, in execution of the Sale Deeds/ Conveyance Deeds which may be executed by the Developer in favour of the Buyers/ Third Parties for conveying the rights, title in Developer's share as the case may be.

9. TERMS & TERMINATION

That the Developer shall, based on this Agreement and POA, apply for the appropriate license and rest of the approvals as may be required to be obtained for the Project. It is agreed by the Parties that that the Developer shall be under obligation to obtain necessary Licence for the Project within 6 months of execution of this agreement, with additional grace period of 02 (Two) months, failing which the agreement shall be automatically stand terminated as mentioned hereinabove .

- 9.1 It is further agreed between the Parties that if the Owner's Share or the minimum cumulative



RENU REALTECH PRIVATE LIMITED

Ravi Kumar Sharma
A.R. DIRECTOR

guaranteed value as assured by the Developer under this agreement is not given to the Land Owner, the Land Owner shall have option to issue a notice providing a written opportunity of 1 month time to make good the losses or to give Owner's share failing which this Agreement shall stand terminated on issuance of a written notice by the Land Owner.

That it is agreed that the owner shall always be deemed to be in actual and constructive possession of its land which are to be developed for the project, irrespective of the developer having been granted permissive joint possession for the sole purpose of the completion of the development work on the land.

- 9.2 Without prejudice to its rights under law, in the event of breach of any terms and conditions of this Agreement by any Party, the other Party shall be entitled to seek specific performance of this Agreement against the defaulting Party.
- 9.3 The Parties recognize and acknowledge that the Developer will be investing substantial sums of money and has entered into this Agreement on the specific understanding that Land Owner shall not be entitled to terminate this Agreement for any reason whatsoever unless an event as per clause 9.1 & 9.2 has occurred. Nothing shall prevent the Parties from enforcing their rights under this Agreement in accordance with law and/or from cancelling, terminating, revoking this Agreement & the POA by mutual agreement.

10. OBLIGATION OF THE PARTIES

10.1. Obligations of the Land Owner

- a. The Land Owner shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities concerning the development of the Said Land by the development of the Plots/construction of Buildings as envisaged in this Agreement including those relating to the execution of sale/lease deeds and other documentation in favour of the prospective purchasers and/or lessees.
- b. All the taxes, duties, betterment charges and other levies of whatsoever nature including the said Land taxes in relation to the Said Land, up to the date of this agreement shall be borne by the Land Owner and thereafter over the Owner's share and the Developer shall not be responsible for the same.
- c. The Parties shall ensure that all the disputes and differences between them are settled amicably and if there are any differences or disputes among them, the same must not affect the development of the Project in any manner whatsoever.
- d. The Developer shall be free to appoint a professional agency for the maintenance of the Project on the completion of the Project. The Land Owner, lessees or transferees of the Owner's share shall pay charges at such rates as shall be deemed fit by such agency. The agreements to lease, sale, transfer and other documents executed with the prospective lessees or buyers/allottee(s) including the Memorandums of Understanding to be executed with such lessees or buyers/allottee(s) with regard to the Owner's share may have suitable provisions for the same. A separate maintenance agreement shall be executed with the Maintenance agency.
- e. The Land Owner shall obtain necessary required building plan approval before start of construction of any building over the Owner's share on its own cost and expenses and complete the same within the specified time.

Gnex Realtech Pvt. Ltd.
Auth. Signatory

RENU REALTECH PRIVATE LIMITED

Raikam Jumar
A. R. I. DIRECTOR

10.2. Obligations of the Developer

- (a) The Developer shall be responsible for development of the Project at its sole discretion and at its cost and expense in conformity with applicable laws and regulations.
- (b) All facilities and amenities in the Project shall be provided by the Developer.
- (c) The Developer shall be free to modify, if permitted under law, the drawings and the Specifications or make alterations from time to time. The Developer shall also be entitled to prepare plans for the development of the Said Land as they deem fit. The plans however shall be got approved from the owner in writing before the same, or any subsequent changes in the same are finalized.
- (d) The Developer shall, adhere to the Sanctioned Plan in executing the Project, provided that the Developer shall be entitled to make alterations/ adjustments in the project to the extent permissible under the applicable Law in any manner it may deem fit and proper.
- (e) The Developer shall be entirely responsible for the development of the Said Land and shall accordingly be entitled to appoint the Project Team.
- (f) The Developer shall be free to appoint a professional agency for the maintenance of the Project on the completion of the Project. The lessees or transferees shall pay charges at such rates as shall be deemed fit by such agency. The agreements to lease, sale, transfer and other documents executed with the prospective lessees or buyers/allottee(s) including the Memorandums of Understanding to be executed with such lessees or buyers/allottee(s) with regard to the Developer's share may have suitable provisions for the same.

11. NOTICES

- 11.1. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within Seven (7) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.
- 11.2. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

12. GOVERNING LAW AND JURISDICTION

- 12.1. This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Courts at Bahadur Garh, Jhajjar, Haryana shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this agreement.

13. DISPUTE RESOLUTION

- 13.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and be finally and exclusively settled by arbitration in New Delhi in accordance with the provisions of the Indian Arbitration and



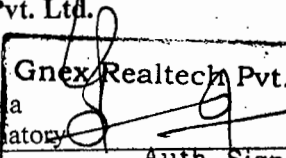
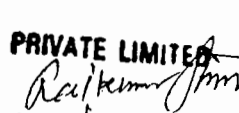
RENU REALTECH PRIVATE LIMITED

Renu Sharma
A.R. / DIRECTOR

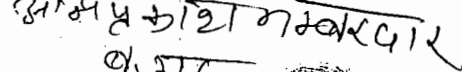
Conciliation Act, 1996. Such dispute shall be referred to sole arbitrator to be appointed by the Parties mutually. The language of the arbitration shall be English.

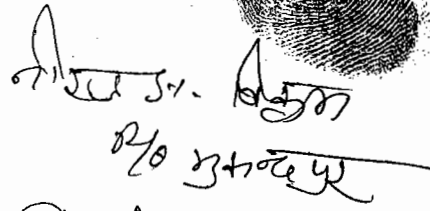


- 13.2. The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations under this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

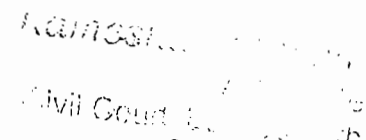
IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THE DAY AND YEAR FIRST HEREINABOVE WRITTEN IN THE PRESENCE OF
FOLLOWING AMONGST OTHER WITNESSES.

Signed and delivered for and on behalf of Developer	Signed and delivered for and on behalf of Owner
For Gnex Realtech Pvt. Ltd.	For Renu Realtech Pvt. Ltd.
 Gnex Realtech Pvt. Ltd.	 RENU REALTECH PRIVATE LIMITED
Name: Yeshpal Sharma Title: Authorized Signatory	Name: Rajkumar Sharma Title: Authorized Signatory
Auth. Signatory	A.R. DIRECTOR

Witnesses:

1. 
01.07.16

2. 
2/0 3/10/16




Dated by
Rajkumar
4/7/2016

Reg. No.

Reg. Year

Book No.

2,710

2013-2014

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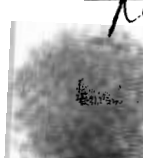


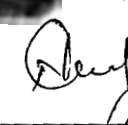
पेशकर्ता



दावेदार



गवाह

पेशकर्ता	मिन जानव यशपाल शर्मा	 Gnex Realtech Pvt. Ltd. Auth. Signatory  GNEU REALTECH PRIVATE LIMITED <i>Keep him in them</i> AR / DIRECTOR    
दावेदार	बजरिये राजकुमार शर्मा	
गवाह	ओमप्रकाश नम्बरदार	
गवाह	नीरज	

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,710 आज दिनांक 04/07/2013 को बही न: 1 जिल्द न: 287 के पृष्ठ न: 4 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 672 के पृष्ठ सख्या 85 से 86 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 04/07/2013

उप/संयुक्त पंजीसुन अधिकारी
बहादुरगढ़

SCHEDULE - I

DESCRIPTION OF THE LAND

GNEX Realtech Pvt. Ltd.

S.No	Village	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Share	Total Area	Area / (Acres)	Sale Deed / Date	Zamabandhi in Years	Intkal No.
1	Nuna Majra	92 /81 min	96	22	6/2/2 7/1	1K 2M 4K 1M	100	5K 3M	0.64375	9025 / 21/01/2013	2004 - 2005	4408
2	Nuna Majra	314 min / 276 min	324	22 39	25 5	8K 0M 7K 7M	2 / 5	6K 3M	0.76875	9026 / 21/01/2013	2004 - 2005	4407
3	Nuna Majra	8/7 min	10	22	15	8K 0M	100	8K 0M	1	9024 / 21/01/2012	2004 - 2005	4406
4	Nuna Majra	102 / 89 min	106	19 21 22	21 1 2 10/2 5 6/1	0K 12M 6K 1M 0K 9M 4K 0M 7K 9M 3K 2M	233 / 425	11K 13M	1.45625	9022 / 21/01/2013	2004 - 2005	4405
5	Nuna Majra	406 / 363	417	22	4	8K 0M	13/36	2K 18M	0.3625	10122 / 26/02/2013	2004 - 2005	4427
6	Nuna Majra	145 / 127	149	18	17 24	7K 7M 8K 0M	13/36	5K 11M	0.69375	10123 / 26/02/2013	2004 - 2005	4428
Total land In Acres									4.925			

Gnex Realtech Pvt. Ltd.
Auth. Signatory

Raj Kumar Sharma
Renu Realtech Private Limited

AR / DIRECTOR

SCHEDULE - I

DESCRIPTION OF THE LAND

Renu Realtech Pvt. Ltd.

S.No	Village	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Share	Total Area	Area / (Acres)	Sale Deed / Date	Zamabandhi in Years	Intkal No.
1	Nuna Majra	363 min / 322	374	22	18/2	5K 1M	393 /1050	19 K 13M	2.45625	4016 / 07/08/2013	2004 - 2005	4315
					22/2	7K 0M						
					23	7K 12M						
				21	21/2	3K 10M						
					22/2	1K 1M						
				39	16	8K 0M						
					25	8K 0M						
				40	1	6K 12M						
					2/1	2K 4M						
					9/2/1	0K 16M						
					10/1	2K 14M						
2	Nuna Majra	337 / 297	347	17	21	8K 0M	100	9K 2M	1.1375	4261 / 14/08/2012	2004 - 2005	4322
				23	1/1	1K 2M						
3	Nuna Majra	77 min / 66	81 min	21	11/2	4K 0M	100	4K 0M	0.5	4259 / 14/08/2012	2004 - 2005	4321
4	Nuna Majra	336 / 296	346	17	22/2	4K 13M	100	5K 2M	0.71875	4262 / 14/08/2012	2004 - 2005	4323
				23	2/1	1K 2M						
5	Khedka Musalman	49 / 46 min	63	19	18/1	4K 4M	100	4K 4M	0.525	4280 / 16/08/2012	2009 - 2010	1356
6	Khedka Musalman	5	5	19	18/2	3K 16M	151 / 1008	2K 18M	0.3625	4287 / 16/08/2012	2009 - 2010	1355
					19	8K 0M						
				25	7	3K 10M						
					8/1	3K 18M						
					14	0K 5M						
7	Khedka Musalman	5/2	5	19	18/2	3K 16M	1 / 24	0K 16M	0.1	4389 / 21/08/2012	2009 - 2010	1357
					19	8K 0M						
				25	7	3K 10M						
					8/1	3K 18M						
					14	0K 5M						
8	Nuna Majra	307 / 273	318	39	6	8K 0M	100	8K 0M	1	4541 / 27/08/2012	2004 - 2005	4328
9	Nuna Majra	309 / 273	320	39	7/1	3K 14M	100	3K 14M	0.4625	4542 / 27/08/2012	2004 - 2005	4329
10	Nuna Majra	308 / 273 min	319 min	39	7/2	3K 14M	100	3K 14M	0.4625	4543 / 27/08/2012	2004 - 2005	4330
11	Nuna Majra	262 / 234	271	23	24	8K 0M	1/3	3K 10M	0.4375	4609 / 29/08/2012	2004 - 2005	4335
				4/1	2K 9M							

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12	Nuna Majra	311 / 273	321	39	4	6K 16M	100	6K 16M	0.85	4762 / 03/09/2012	2004 -2005	4338
13	Khedka Musalman	11 min / 8min	11	18	13	7K 11M	6/7	16K 18M	2.1125	4888/ 06/09/2012	2009 - 2010	1358
					14/1	0K 11m						
					18	7K 19M						
					19/2/1	3K 13M						
14	Nuna Majra	100/88	104	18	13	4K 9M	95 / 96	22 K 13M	2.83125	4919 / 07/09/2012	2004 -2005	4342
					14	0K 13M						
					18	7K 12M						
					22/2	2K 12M						
					23	7K 12M						
15	Nuna Majra	273 min, 271 min, 264 min, 266 min, 276 min		17			100	8K 7M	1.04375	4889 / 06/09/2012	2004 -2005	4343
					6/2	0K 16M						
					15/2	5K 16M						
					16/1	1K 15M						
16	Nuna Majra	352 / 11	362	22	11	7K 8M	3/40	2K 4M	0.40625	5404 / 21/09/2012	2004 -2005	4349
		359/318	370, 370/1	22	19/1	4K 3M		OK 12M				
					19/2	2K 13M						
					19/3	1k 4M						
		288/ 256	298, 299	22	20/1/1	0K 17M	3/103	OK 3M				
					20/1/2	1K 2M						
					20/1/3	3K 4M						
		358 / 317 min	369	22	12/1/2	0K 6M	100	OK 6M				
17	Nuna Majra	386 / 344	397	21	19/2	2K 0M	1 / 3	4K 16M	0.60	5401 / 21/09/2012	2004 - 2005	4350
					20	7K 12M						
					21/1	3K 16M						
					22/1	1K 0M						
18	Nuna Majra	204 / 170 min	211	39 47	13/2	1K 11M	100	31 K 6M	3.9125	5432 / 24/09/2012	2004 - 2005	4346
					18	8K 0M						
					19/2	0K 13M						
					22	7K 18M						
					23	7K 7M						
					2/1	5K 17M						
19	Khedka Musalman	50 /47	64	19	12	8K 0M	100	38K 7M	4.79375	5788 / 04/10/2012	2009 -2010	1362
					13/1	4K 0M						
					13/2	4K 0M						
					14	7K 11M						
					16/2	6K 16M						
					17	8K 0M						
					12	8K 13M						
					19	8K 0M						

caltech Pvt. Ltd.

Signatory

REALTECH PRIVATE LIMITED

RAJESH K. SHARMA
DIRECTOR

Gnex Realtech Pvt. Ltd.

Signature

GNEK REALTECH PRIVATE LIMITED

RAJESH K. SHARMA
DIRECTOR

20	Nuna Majra	261 / 233 min	270	18	20	7K 8M	145/857	7K 5M	0.90625	5790 / 04/10/2012	2004 - 2005	4353
					21	7K 8M						
					22/1	5K 8M						
					10/1	1K 16M						
					11/2	4K 4M						
21	Nuna Majra	1/1 min	1 min	38	15	7K 8M	100	8K 10M	1.0625	5818 / 05/10/2012	2004 - 2005	4359
					16/1 min North	1K 2M						
22	Khedka Musalman	7/4	7	18	22	8K 0M	217 / 681	10K 17M	1.35625	6924 / 8/11/2012	2009 - 2010	1374
				19	11	7K 16M						
					20	8K 0M						
				20	15/2	0K 8M						
					16/1	2K 14M						
				25	2/2	7K 3M						
Total land In Acres									28.0475			

Gnex Realtech Pvt. Ltd.
Auth. Signatory

BEH Rcy/Km/Phm. LIMITED
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हरियाणा HARYANA

**SCHEDULE-II
FORM OF
POWER OF ATTORNEY**

H 691506

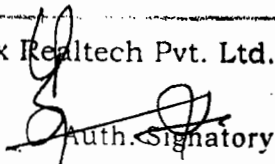
This Power of Attorney is made and executed at Bahadurgarh, Jhajjar, Haryana on this 4th day of July, 2013

TO ALL TO WHOM these presents shall come We, **M/S RENU REALTECH PVT. LTD.** a company registered under the Companies Act, 1956 and having its registered office at 31, Jangpura Road, Bhogal, New Delhi-110014 represented through its Director/Authorized signatory **Mr. Rajkumar Sharma** duly authorized by board resolution dated 3rd June, 2013 (hereinafter referred to as the "LAND OWNER" and/or the "Executant" and/or "We", which expression shall unless repugnant to the context hereof shall include its legal heirs, successors and permitted assigns).

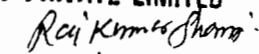
WHEREAS:

- A. WE have entered into a Collaboration Agreement dated 4th day of July 2013 (hereinafter referred to as the "Agreement") with **M/S GNEX REALTECH PVT. LTD.** a company registered under the Companies Act, 1956 having its registered office at Block-D, Plot No. D-5, 308, Avadh Complex, Laxmi Nagar, Delhi-110092 (hereinafter referred to as the "DEVELOPER" which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) in terms of which we have subject to the fulfillment of the terms of the said agreement by the developer after having obtained the License from the competent authorities within 6 months with a grace of two months *inter alia* only thereafter agreed to grant/assign the development rights in the said lands (more specifically shown in **Schedule I** attached herewith) exclusively to the Developer.
- B. WE recognize that the Developer will invest substantial money for the development of the said Said Lands as contemplated and requires enabling powers to perform its functions and/or obligations under the Agreement.
- I. WE are desirous of executing in favour of the Developer this power of attorney in consideration of the obligations undertaken by the Developer under the Agreement authorizing the Developer to deal with the said Land /Project and exercise all rights in respect thereof, which we hereby do in

Gnex Realtech Pvt. Ltd.


Auth. Signatory

RENU REALTECH PRIVATE LIMITED


AR / DIRECTOR



हरियाणा सरकार

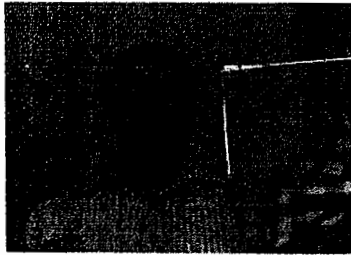
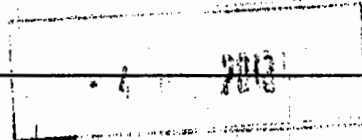
Affidavit Attestation

DESHI VENDOR

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04/07/2013

No. 1683 दिथि...



RAJ KUMAR

Gues Real Tel (P) hwa
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S/A

the manner hereinafter appearing.

NOW KNOW WE ALL AND THESE PRESENTS WITNESS that WE, the Executant above named do hereby nominate, constitute and appoint **M/s Gnex Realtech Pvt. Ltd.** a company incorporated under the provisions of the Companies Act 1956 and having its registered office at Block-D, Plot No. D-5, 308, Avadh Complex, Laxmi Nagar, Delhi-110092 (herein referred to as the Company and/or attorney) through its Authorized Signatory Mr. Yeshpal Sharma S/o Chabbil Chand as our lawful legal attorney and authorize him to do the following acts, deeds and things for and on our behalf and in our name in respect of land parcel admeasuring 28.1875 Acres situated at Nuna Majra & Sarai Aurangabad and Khedka Musلمان Village & Tehsil – Bahadurgarh, Jhajjar, Haryana more specifically detailed in Schedule - A (hereinafter called the said “**said Land**”), and

WE do hereby empower our said attorney to do the following acts, deeds and things (to be exercised through its Authorized Signatory Mr. Yeshpal Sharma or any person empowered vide the board resolution passed by our said Attorney in its board meeting or any further executed attorney) in our name and on our behalf in respect of the Said Land only as a true and lawfully constituted attorney of the Land Owner and in its name and/ or on its behalf to do all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion, as effectively as WE can, all or any of the following acts, deeds or things namely:

1. To after the grant of the necessary License from Director Town and Country Planning, Haryana enter upon the Said Land, survey the same, prepare layout, construction and service plans, detailed drawings, etc., construct a temporary site office, sample flats & houses, make the said Land Part of the township and carry out the work of development, construction and completion of a Township (hereinafter referred to as “**Project**”) on the Said Land in the terms of Licence, Bilateral Agreement, LC-IV agreement to be first executed with DGTCP.
2. To represent and act on behalf of the Land Owner in all offices of the President of India, Governor of Haryana, Haryana Urban Development Authority (“**HUDA**”), DGTCP, Haryana State Electricity Board or any other Government Authority, local body and to sign, follow up and make any letter, document and petition for all or any licenses, permissions, approval, sanction and consents required in connection with the work of development and construction of the Project on the Said Land including sanctions and approvals of layout plan, building plans, zoning plans, occupation certificate, completion certificates etc., as required under applicable laws, rules, regulations, orders, notifications for the development, construction and completion of buildings, houses and structures and for the purposes incidental there to and make payment of charges due and receive payments, refunds and to take all necessary steps and to do or to be done all such acts, matters and things for the purposes aforesaid.
3. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Said Land from the concerned authorities;
4. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Agreement;
5. To do all necessary acts, deeds and things towards completion of the Project including, without limitation to apply for and obtain the permits and quotas of the building material, to appoint or engage any employees, executives, contractors, architects, labour contractor, workman, electrician,

Gnex Realtech Pvt. Ltd.
Auth. Signatory

RENU REALTECH PRIVATE LIMITED
Raj Kumar Sharma
AR / DIRECTOR

plumbers, engineers and any other person (s) for completion of the construction, additions, alterations to sign any contracts, appointment letter, representation, furnished any indemnities, guaranties, to deposit securities and obtain discharges thereof including making application and obtaining any forms, sewage connection, completion certificate and to pay any compounding fee, composition fee, regularization fee, betterment charges on such terms and condition as our Attorney lawfully deems fit and proper.

6. To appear before HUDA or any government authority, department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purpose or power mentioned in this present and to make, sign and submit any application, reply, affidavit, undertaking, agreement, appeal, compromise, withdrawal, exchange with HUDA, as may be required in connection therewith including the filing of appropriate legal proceedings wherever necessary.
7. To obtain refund of all securities, amounts and other deposit made with the concerned departments in the name of the Developer and to give receipt thereof.
8. To get the Said Land assessed/ re-assessed and to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the Said Land/ Project with any concerned authority to obtain the receipts, to obtain No Objection Certificates from the concerned Income Tax Department, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of law.
9. To develop the Said Land on such terms and conditions as may be deemed fit and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage, charge, lease, license or otherwise deal with the Developer's share agreed under the Agreement in any manner as it may deem fit in order to give effect to the provisions of the Agreement.
10. To sign and execute all applications and other documents that may be required to secure mutation of the Developer's share in favour of the Developer in the records of all concerned authority(ies) having jurisdiction and/or connected with the said Land including but not limited to revenue, tehsil, Zildar, Patwari, Assessor & Collector, Town & Country Planning and the like;
11. To execute all relevant booking forms, agreements or term-sheets or MOUs and sale/lease deeds in favour of prospective buyers/lessees/ associations of house/Plot owners for transfer of the Developer's share together with proportionate land, easement rights and other relevant appurtenants and rights for such price and on such terms and conditions as the Developer may think fit and expedient and to execute the relevant documents pertaining thereto.
12. To execute all relevant agreements or term-sheets or MOUs and sale/lease deeds in favour of any government authority for transfer of the Developer's share on any part of the Said Land and/ or the proportionate land for such price and on such terms and conditions as the Developer may think fit and expedient and to execute the relevant documents pertaining thereto.
13. To issue, sign no objection certificate/ permission to mortgage in favour of financial institutions, banks etc. to enable the prospective purchasers in the proposed Project to raise housing loan and to do all act, deed and things in this regard including mortgage of land underneath the building etc.
14. On completion of the Project, to transfer and convey rights, title and interest in the Developer's share out of the Said Land, as agreed to be sold / leased to different prospective purchaser (s) / lesser (s) and to execute the relevant documents including the sale deed (s) thereof.

Gnex Realetech Pvt. Ltd.

Auth. Signatory

GENU REALTECH PRIVATE LIMITED

Resh Kumar Sharma
AR / 1000000000

15. To appear on our behalf before the Registrar or Sub – Registrar or any other authority competent in this behalf, for registration of the said deeds pertaining to the developers share and documents and admit the execution thereof and give acknowledgement / receipts of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same.
16. To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the Said Land and to appear and act on all courts, original or appellate and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the said attorneys shall think expedient and proper to do so.
17. To serve on the appropriate authority or person a notice requiring the purchase of all or any portion of the Developer's share or any interest therein in respect of which a right to serve such a notice may be conferred by or under any statute or agreement or on any other ground and to take such steps or proceedings including the compromise of any claim in relation to any such notice as they may think fit.
18. To warn off and prohibit and if necessary proceed against in due form of law against all trespassers on the Said Land and to take appropriate steps whether by action or otherwise to abate all nuisance.
19. To represent the executants before all government agencies such as DTCP/Municipal Corporation / Committees, Electricity Department, Telephone Department, Water Department, Sewage Department for the purpose of development of the Project on the Said Land.
20. To delegate any or all of the powers as mentioned above or any other, for or on behalf of the Land Owner, to one or more persons and to revoke such delegation of authority at pleasure. The attorney shall send written intimation by registered post to the Executant pertaining to delegation of authority in terms of this clause.
21. Generally to do all such acts, deeds and things done or caused to be done as may be necessary or expedient in connection with the Said Land or Project by the said attorneys or by any of their delegate or delegates. The attorney or its assigns shall not be entitled to do any act, deed or thing or to execute any document which directly / impliedly violate, infringes or amounts to breach of the Agreement between the Land Owner and the Developer or any statute, rule or guidelines. In no event shall the Executant become bound by any act of the attorney which infringes or violates any provisions of the said Agreement or the law or which subsequently becomes illegal by virtue of any statute, rule or guidelines framed by any authority. All and any third party dealing with the above attorney on behalf of the Owners for the above lands shall do so, while first having had an express knowledge of the said agreement and the limitations to the extent of the powers delegated under the present attorney being required to be exercised by the attorney, strictly in compliance of the said agreement only and not in any manner beyond the same.

Gnex Realtech Pvt. Ltd.

Auth. Signatory

ARJUN KUMAR THOMAS
ARJ

AND WE HEREBY AGREE TO RATIFY AND CONFIRM ALL AND WHATSOEVER THE SAID DEVELOPER SHALL OR MAY LAWFULLY DO OR CAUSE TO BE DONE IN CONNECTION WITH AND BY VIRTUE OF THESE PRESENTS.

IN WITNESS WHEREOF WE HAVE HEREUNDER SET OUR HANDS ON THE SAY AND DATE FIRST HEREINABOVE MENTIONED.

Signed and delivered for and on behalf of Owner	Signed and accepted for and on behalf of Developer
For Renu Realtech Pvt. Ltd. Name: Rajkumar Sharma Title: Authorized Signatory	For Gnex Realtech Pvt. Ltd. Name: Yeshpal Sharma Title: Authorized Signatory
Witnesses:	

अभिषेक १२ वरद्वार
२० वरद्वार २०१६



अभिषेक १२ वरद्वार
२० वरद्वार २०१६
Raj

Ramesh Chandra Kungu
Advocate
Civil Court, Durgam

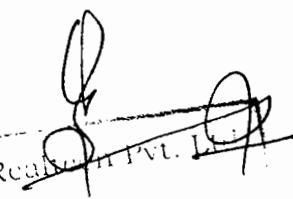
Ramesh Chandra Kungu
Advocate
Civil Court, Durgam

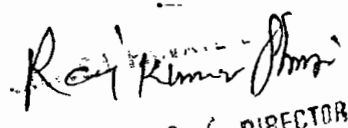
Authorised Signature

RUSHIL SHARMA
Advocate

11-7-15

SCHEDULE - I												
DESCRIPTION OF THE LAND												
GNEX Realtech Pvt. Ltd.												
S.No	Village	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Share	Total Area	Area / (Acres)	Sale Deed / Date	Zamabandhi in Years	Intkal No.
1	Nuna Majra	92 / 81 min	96	22	6/2/2 7/1	1K 2M 4K 1M	100	5K 3M	0.64375	9025 / 21/01/2013	2004 - 2005	4408
2	Nuna Majra	314 min / 276 min	324	22 39	25 5	8K 0M 7K 7M	2 / 5	6K 3M	0.76875	9026 / 21/01/2013	2004 - 2005	4407
3	Nuna Majra	8/7 min	10	22	15	8K 0M	100	8K 0M	1	9024 / 21/01/2012	2004 - 2005	4406
4	Nuna Majra	102 / 89 min	106	19 21 22	21 1 2 10/2 5 6/1	0K 12M 6K 1M 0K 9M 4K 0M 7K 9M 3K 2M	233 / 425	11K 13M	1.45625	9022 / 21/01/2013	2004 - 2005	4405
5	Nuna Majra	406 / 363	417	22	4	8K 0M	13/36	2K 18M	0.3625	10122 / 26/02/2013	2004 - 2005	4427
6	Nuna Majra	145 / 127	149	18	17 24	7K 7M 8K 0M	13/36	5K 11M	0.69375	10123 / 26/02/2013	2004 - 2005	4428
Total land In Acres									4.925			


 Gnex Realtech Pvt. Ltd.
 Auth. Signatory


 AS / DIRECTOR

SCHEDULE - I												
DESCRIPTION OF THE LAND												
Renu Realtech Pvt. Ltd.												
S.No	Village	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Share	Total Area	Area / (Acres)	Sale Deed / Date	Zamabandhi in Years	Intkal No.
1	Nuna Majra	363 min / 322	374	22	18/2	5K 1M	393 / 1050	19 K 13M	2.45625	4016 / 07/08/2013	2004 - 2005	4315
					22/2	7K 0M						
					23	7K 12M						
				21	21/2	3K 10M						
					22/2	1K 1M						
					16	8K 0M						
				39	25	8K 0M						
					1	6K 12M						
					2/1	2K 4M						
					9/2/1	0K 16M						
2	Nuna Majra	337 / 297	347	17	21	8K 0M	100	9K 2M	1.1375	4261 / 14/08/2012	2004 - 2005	4322
				23	1/1	1K 2M						
3	Nuna Majra	77 min / 66	81 min	21	11/2	4K 0M	100	4K 0M	0.5	4259 / 14/08/2012	2004 - 2005	4321
4	Nuna Majra	336 / 296	346	17	22/2	4K 13M	100	5K 2M	0.71875	4262 / 14/08/2012	2004 - 2005	4323
				23	2/1	1K 2M						
5	Khedka Musalman	49 / 46 min	63	19	18/1	4K 4M	100	4K 4M	0.525	4280 / 16/08/2012	2009 - 2010	1356
6	Khedka Musalman	5	5	19	18/2	3K 16M	151 / 1008	2K 18M	0.3625	4287 / 16/08/2012	2009 - 2010	1355
					19	8K 0M						
				25	7	3K 10M						
					8/1	3K 18M						
					14	0K 5M						
7	Khedka Musalman	5/2	5	19	18/2	3K 16M	1 / 24	0K 16M	0.1	4389 / 21/08/2012	2009 - 2010	1357
					19	8K 0M						
				25	7	3K 10M						
					8/1	3K 18M						
					14	0K 5M						
8	Nuna Majra	307 / 273	318	39	6	8K 0M	100	8K 0M	1	4541 / 27/08/2012	2004 - 2005	4328
9	Nuna Majra	309 / 273	320	39	7/1	3K 14M	100	3K 14M	0.4625	4542 / 27/08/2012	2004 - 2005	4329
10	Nuna Majra	308 / 273 min	319 min	39	7/2	3K 14M	100	3K 14M	0.4625	4543 / 27/08/2012	2004 - 2005	4330
11	Nuna Majra	262 / 234	271	23	24	8K 0M	1/3	3K 10M	0.4375	4609 / 29/08/2012	2004 - 2005	4335
				38	4/1	2K 9M						

Gnex Realtech Pvt. Ltd.
Auth. Signatory

AR / DIRECTOR

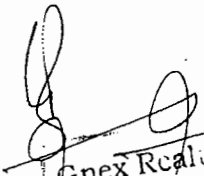
12	Nuna Majra	311 / 273	321	39	4	6K 16M	100	6K 16M	0.85	4762 / 03/09/2012	2004 -2005	4338
13	Khedka Musalman	11 min / 8min	11	18	13	7K 11M	6/7	16K 18M	2.1125	4888/ 06/09/2012	2009 - 2010	1358
					14/1	0K 11m						
					18	7K 19M						
					19/2/1	3K 13M						
14	Nuna Majra	100/88	104	18	13	4K 9M	95 / 96	22 K 13M	2.83125	4919 / 07/09/2012	2004 -2005	4342
					14	0K 13M						
					18	7K 12M						
					22/2	2K 12M						
15	Nuna Majra	273 min, 271 min, 264 min, 266 min, 276 min		17			100	8K 7M	1.04375	4889 / 06/09/2012	2004 -2005	4343
					6/2	0K 16M						
					15/2	5K 16M						
					16/1	1K 15M						
16	Nuna Majra	352 / 11	362	22	11	7K 8M	3/40	2K 4M	0.40625	5404 / 21/09/2012	2004 -2005	4349
		359/318	370, 370/1	22	19/1	4K 3M		0K 12M				
					19/2	2K 13M						
					19/3	1K 4M	3/103					
		288/ 256	298, 299	22	20/1/1	0K 17M		0K 3M				
					20/1/2	1K 2M						
17	Nuna Majra	386 / 344	397	21	20/1/3	3K 4M	100	0K 6M	0.60	5401 / 21/09/2012	2004 - 2005	4350
					12/1/2	0K 6M						
					19/2	2K 0M						
					20	7K 12M	1/3	4K 16M	0.60	5401 / 21/09/2012	2004 - 2005	4350
18	Nuna Majra	204 / 170 min	211	39	21/1	3K 16M						
					22/1	1K 0M						
					13/2	1K 11M	100	31 K 6M	3.9125	5432 / 24/09/2012	2004 - 2005	4346
					18	8K 0M						
					19/2	0K 13M						
					22	7K 18M						
19	Khedka Musalman	50 /47	64	19	23	7K 7M						
					47	2/1						
							100	38K 7M	4.79375	5788 / 04/10/2012	2009 -2010	1362
					12	8K 0M						
					13/1	4K 0M						
					13/2	4K 0M						
20	Khedka Musalman	50 /47	64	19	14	7K 11M						
					16/2	6K 16M						
					17	8K 0M						
					12	8K 13M						
					19	8K 0M						

Gnex Realtech Pvt. Ltd.

Auth. Signatory

Rekha Sharma
A R DIRECTOR

20	Nuna Majra	261 / 233 min	270	18	20	7K 8M	145/857	7K 5M	0.90625	5790 / 04/10/2012	2004 - 2005	4353
					21	7K 8M						
					22/1	5K 8M						
					10/1	1K 16M						
					11/2	4K 4M						
21	Nuna Majra	1/1 min	1 min	38	15	7K 8M	100	8K 10M	1.0625	5818 / 05/10/2012	2004 - 2005	4359
					16/1 min North	1K 2M						
22	Khedka Musalman	7/4	7	18	22	8K 0M	217 / 681	10K 17M	1.35625	6924 / 8/11/2012	2009 - 2010	1374
				19	11	7K 16M						
					20	8K 0M						
				20	15/2	0K 8M						
					16/1	2K 14M						
				25	2/2	7K 3M						
Total land in Acres									28.1875			


 Gnex Real Estate Pvt. Ltd. *Real Estate Limited*
 Auth. Signatory *AR / DIRECTOR*



हरियाणा HARYANA

H 691507

SCHEDULE-II
FORM OF
POWER OF ATTORNEY

This Power of Attorney is made and executed at Bahadurgarh, Jhajjar, Haryana on this 4th day of July, 2013

TO ALL TO WHOM these presents shall come We, **M/S RENU REALTECH PVT. LTD.** a company registered under the Companies Act, 1956 and having its registered office at 31, Jangpura Road, Bhogal, New Delhi-110014 represented through its Director/Authorized signatory **Mr. Rajkumar Sharma** duly authorized by board resolution dated 3rd June, 2013 (hereinafter referred to as the "**LAND OWNER**" and/or the "**Executant**" and/or "**We**", which expression shall unless repugnant to the context hereof shall include its legal heirs, successors and permitted assigns).

WHEREAS:

- A. WE have entered into a Collaboration Agreement dated 4th day of July 2013 (hereinafter referred to as the "**Agreement**") with **M/S GNEX REALTECH PVT. LTD.** a company registered under the Companies Act, 1956 having its registered office at Block-D, Plot No. D-5, 308, Avadh Complex, Laxmi Nagar, Delhi-110092 (hereinafter referred to as the "**DEVELOPER**" which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) in terms of which we have subject to the fulfillment of the terms of the said agreement by the developer after having obtained the License from the competent authorities within 6 months with a grace of two months *inter alia* only thereafter agreed to grant/assign the development rights in the said lands (more specifically shown in **Schedule I** attached herewith) exclusively to the Developer.
- B. WE recognize that the Developer will invest substantial money for the development of the said Said Lands as contemplated and requires enabling powers to perform its functions and/or obligations under the Agreement.
1. WE are desirous of executing in favour of the Developer this power of attorney in consideration of the obligations undertaken by the Developer under the Agreement authorizing the Developer to deal with the said Land /Project and exercise all rights in respect thereof, which we hereby do in

Gnex Realtech Pvt. Ltd.

Auth. Signatory

RENU REALTECH PRIVATE LIMITED

Rajkumar Sharma
 AR DIRECTOR

the manner hereinafter appearing.

NOW KNOW WE ALL AND THESE PRESENTS WITNESS that WE, the Executant above named do hereby nominate, constitute and appoint **M/s Gnex Realtech Pvt. Ltd.** a company incorporated under the provisions of the Companies Act 1956 and having its registered office at Block-D, Plot No. D-5, 308, Avadh Complex, Laxmi Nagar, Delhi-110092 (herein referred to as the Company and/or attorney) through its Authorized Signatory Mr. Yeshpal Sharma S/o Chabbil Chand as our lawful legal attorney and authorize him to do the following acts, deeds and things for and on our behalf and in our name in respect of land parcel admeasuring 28.1875 Acres situated at Nuna Majra & Sarai Aurangabad and Khedka Muslman Village & Tehsil – Bahadurgarh, Jhajjar, Haryana more specifically detailed in Schedule - A (hereinafter called the said “said Land”), and

WE do hereby empower our said attorney to do the following acts, deeds and things (to be exercised through its Authorized Signatory Mr. Yeshpal Sharma or any person empowered vide the board resolution passed by our said Attorney in its board meeting or any further executed attorney) in our name and on our behalf in respect of the Said Land only as a true and lawfully constituted attorney of the Land Owner and in its name and/ or on its behalf to do all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion, as effectively as WE can, all or any of the following acts, deeds or things namely:

1. To after the grant of the necessary License from Director Town and Country Planning, Haryana enter upon the Said Land, survey the same, prepare layout, construction and service plans, detailed drawings, etc., construct a temporary site office, sample flats & houses, make the said Land Part of the township and carry out the work of development, construction and completion of a Township (hereinafter referred to as “Project”) on the Said Land in the terms of Licence, Bilateral Agreement, LC-IV agreement to be first executed with DGTCP.
2. To represent and act on behalf of the Land Owner in all offices of the President of India, Governor of Haryana, Haryana Urban Development Authority (“**HUDA**”), DGTCP, Haryana State Electricity Board or any other Government Authority, local body and to sign, follow up and make any letter, document and petition for all or any licenses, permissions, approval, sanction and consents required in connection with the work of development and construction of the Project on the Said Land including sanctions and approvals of layout plan, building plans, zoning plans, occupation certificate, completion certificates etc., as required under applicable laws, rules, regulations, orders, notifications for the development, construction and completion of buildings, houses and structures and for the purposes incidental there to and make payment of charges due and receive payments, refunds and to take all necessary steps and to do or to be done all such acts, matters and things for the purposes aforesaid.
3. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Said Land from the concerned authorities;
4. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Agreement;
5. To do all necessary acts, deeds and things towards completion of the Project including, without limitation to apply for and obtain the permits and quotas of the building material, to appoint or engage any employees, executives, contractors, architects, labour contractor, workman, electrician,

Gnex Realtech Pvt. Ltd.

Auth. Signatory

RENU REALTECH PRIVATE LIMITED

Raj Kumar Sharma

AR/ DIRECTOR

plumbers, engineers and any other person (s) for completion of the construction, additions, alterations to sign any contracts, appointment letter, representation, furnished any indemnities, guaranties, to deposit securities and obtain discharges thereof including making application and obtaining any forms, sewage connection, completion certificate and to pay any compounding fee, composition fee, regularization fee, betterment charges on such terms and condition as our Attorney lawfully deems fit and proper.

6. To appear before HUDA or any government authority, department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purpose or power mentioned in this present and to make, sign and submit any application, reply, affidavit, undertaking, agreement, appeal, compromise, withdrawal, exchange with HUDA, as may be required in connection therewith including the filling of appropriate legal proceedings wherever necessary.
7. To obtain refund of all securities, amounts and other deposit made with the concerned departments in the name of the Developer and to give receipt thereof.
8. To get the Said Land assessed/ re-assessed and to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the Said Land/ Project with any concerned authority to obtain the receipts, to obtain No Objection Certificates from the concerned Income Tax Department, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of law.
9. To develop the Said Land on such terms and conditions as may be deemed fit and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage, charge, lease, license or otherwise deal with the Developer's share agreed under the Agreement in any manner as it may deem fit in order to give effect to the provisions of the Agreement.
10. To sign and execute all applications and other documents that may be required to secure mutation of the Developer's share in favour of the Developer in the records of all concerned authority(ies) having jurisdiction and/or connected with the said Land including but not limited to revenue, tehsil, Zileadar, Patwari, Assessor & Collector, Town & Country Planning and the like;
11. To execute all relevant booking forms, agreements or term-sheets or MOUs and sale/lease deeds in favour of prospective buyers/lessees/ associations of house/Plot owners for transfer of the Developer's share together with proportionate land, easement rights and other relevant appurtenants and rights for such price and on such terms and conditions as the Developer may think fit and expedient and to execute the relevant documents pertaining thereto.
12. To execute all relevant agreements or term-sheets or MOUs and sale/lease deeds in favour of any government authority for transfer of the Developer's share on any part of the Said Land and/ or the proportionate land for such price and on such terms and conditions as the Developer may think fit and expedient and to execute the relevant documents pertaining thereto.
13. To issue, sign no objection certificate/ permission to mortgage in favour of financial institutions, banks etc. to enable the prospective purchasers in the proposed Project to raise housing loan and to do all act, deed and things in this regard including mortgage of land underneath the building etc.
14. On completion of the Project, to transfer and convey rights, title and interest in the Developer's share out of the Said Land, as agreed to be sold / leased to different prospective purchaser (s) / lesser (s) and to execute the relevant documents including the sale deed (s) thereof.

Gnex Realtech Pvt. Ltd.

Auth. Signatory

RENU REALTECH PRIVATE LIMITED

Ravi Kumar Sharma

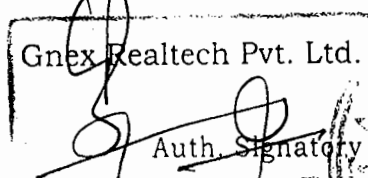
AR / DIRECTOR

15. To appear on our behalf before the Registrar or Sub – Registrar or any other authority competent in this behalf, for registration of the said deeds pertaining to the developers share and documents and admit the execution thereof and give acknowledgement / receipts of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same.
16. To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the Said Land and to appear and act on all courts, original or appellate and other Government and private offices and to sign, verify and present pleadings, complaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the said attorneys shall think expedient and proper to do so.
17. To serve on the appropriate authority or person a notice requiring the purchase of all or any portion of the Developer's share or any interest therein in respect of which a right to serve such a notice may be conferred by or under any statute or agreement or on any other ground and to take such steps or proceedings including the compromise of any claim in relation to any such notice as they may think fit.
18. To warn off and prohibit and if necessary proceed against in due form of law against all trespassers on the Said Land and to take appropriate steps whether by action or otherwise to abate all nuisance.
19. To represent the executants before all government agencies such as DTCP/Municipal Corporation / Committees, Electricity Department, Telephone Department, Water Department, Sewage Department for the purpose of development of the Project on the Said Land.
20. To delegate any or all of the powers as mentioned above or any other, for or on behalf of the Land Owner, to one or more persons and to revoke such delegation of authority at pleasure. The attorney shall send written intimation by registered post to the Executant pertaining to delegation of authority in terms of this clause.
21. Generally to do all such acts, deeds and things done or caused to be done as may be necessary or expedient in connection with the Said Land or Project by the said attorneys or by any of their delegate or delegates. The attorney or its assigns shall not be entitled to do any act, deed or thing or to execute any document which directly / impliedly violate, infringes or amounts to breach of the Agreement between the Land Owner and the Developer or any statute, rule or guidelines. In no event shall the Executant become bound by any act of the attorney which infringes or violates any provisions of the said Agreement or the law or which subsequently becomes illegal by virtue of any statute, rule or guidelines framed by any authority. All and any third party dealing with the above attorney on behalf of the Owners for the above lands shall do so, while first having had an express knowledge of the said agreement and the limitations to the extent of the powers delegated under the present attorney being required to be exercised by the attorney, strictly in compliance of the said agreement only and not in any manner beyond the same.

RENU REALTECH PRIVATE LIMITED

Ravi Kumar Sharma

ARF



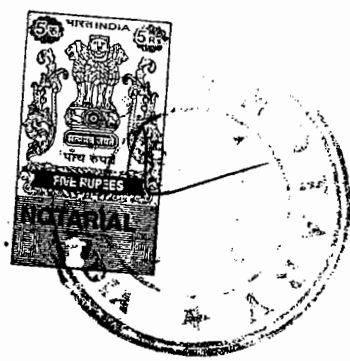
AND WE HEREBY AGREE TO RATIFY AND CONFIRM ALL AND WHATSOEVER THE SAID DEVELOPER SHALL OR MAY LAWFULLY DO OR CAUSE TO BE DONE IN CONNECTION WITH AND BY VIRTUE OF THESE PRESENTS.

IN WITNESS WHEREOF WE HAVE HEREUNDER SET OUR HANDS ON THE SAY AND DATE FIRST HEREINABOVE MENTIONED.

Signed and delivered for and on behalf of Owner	Signed and accepted for and on behalf of Developer
For Renu Realtech Pvt. Ltd. Name: Rajkumar Sharma Title: Authorized Signatory/DIRECTOR AR	For Gnex Realtech Pvt. Ltd. Gnex Realtech Pvt. Ltd. Name: Veshpal Sharma Title: Authorized Signatory
Witnesses:	

① श्रीमती राजकुमार शर्मा
अ.ग. 6

② श्रीमती राजकुमार शर्मा
अ.ग. 6
Renu



11.7.2013
NOTARY PUBLIC
Rajgarh Jhajar

SCHEDULE - I

DESCRIPTION OF THE LAND

GNEX Realtech Pvt. Ltd.

S.No	Village	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Share	Total Area	Area / (Acres)	Sale Deed / Date	Zamabandhi in Years	Intkal No.
1	Nuna Majra	92 / 81 min	96	22	6/2/2 7/1	1K 2M 4K 1M	100	5K 3M	0.64375	9025 / 21/01/2013	2004 - 2005	4408
2	Nuna Majra	314 min / 276 min	324	22 39	25 5	8K 0M 7K 7M	2 / 5	6K 3M	0.76875	9026 / 21/01/2013	2004 - 2005	4407
3	Nuna Majra	8/7 min	10	22	15	8K 0M	100	8K 0M	1	9024 / 21/01/2012	2004 - 2005	4406
4	Nuna Majra	102 / 89 min	106	19 21 22	21 1 2 10/2 5 6/1	0K 12M 6K 1M 0K 9M 4K 0M 7K 9M 3K 2M	233 / 425	11K 13M	1.45625	9022 / 21/01/2013	2004 - 2005	4405
5	Nuna Majra	406 / 363	417	22	4	8K 0M	13/36	2K 18M	0.3625	10122 / 26/02/2013	2004 - 2005	4427
6	Nuna Majra	145 / 127	149	18	17 24	7K 7M 8K 0M	13/36	5K 11M	0.69375	10123 / 26/02/2013	2004 - 2005	4428
Total land In Acres									4.925			

Gnex Realtech Pvt. Ltd.

Auth. Signatory

For GNEX PROJECTS PRIVATE

Raj Kumar Sharma
Director/ Auth. Sign.

ATT.

21/7/2013

Renu Realtech Pvt. Ltd.

ATT: 11/7, 2/13 AR


12	Nuna Majra	311 / 273	321	39	4	6K 16M	100	6K 16M	0.85	4762 / 03/09/2012	2004 - 2005	433
13	Khedka Musalman	11 min / 8min	11	18	13	7K 11M	6/7	16K 18M	2.1125	4888 / 06/09/2012	2009 - 2010	135
					14 / 1	0K 11M						
					18	7K 19M						
					19/2/1	3K 13M						
14	Nuna Majra	100/88	104	18	13	4K 9M	95 / 96	22 K 13M	2.83125	4919 / 07/09/2012	2004 - 2005	434
					14	0K 13M						
					18	7K 12M						
					22/2	2K 12M						
15	Nuna Majra	273 min, 271 min, 264 min, 266 min, 276 min		17			100	8K 7M	1.04375	4889 / 06/09/2012	2004 - 2005	434
					6/2	0K 16M						
					15/2	5K 16M						
					16/1	1K 15M						
16	Nuna Majra	352 / 11	362	22	11	7K 8M	3/40	2K 4M	0.40625	5404 / 21/09/2012	2004 - 2005	434
		359/318	370, 370/1	22	19/1	4K 3M		0K 12M				
					19/2	2K 13M						
					19/3	1K 4M						
		288/ 256	298, 299	22	20/1/1	0K 17M	3/103	0K 3M				
					20/1/2	1K 2M						
					20/1/3	3K 4M						
		358 / 317 min	369	22	12/1/2	0K 6M	100	0K 6M				
17	Nuna Majra	386 / 344	397	21	19/2	2K 0M	1/3	4K 16M	0.60	5401 / 21/09/2012	2004 - 2005	435
					20	7K 12M						
					21/1	3K 16M						
					22/1	1K 0M						
18	Nuna Majra	204 / 170 min	211	39 47	13/2	1K 11M	100	31 K 6M	3.9125	5432 / 24/09/2012	2004 - 2005	434
					18	8K 0M						
					19/2	0K 13M						
					22	7K 18M						
					23	7K 7M						
					2/1	5K 17M						
19	Khedka Musalman	50 / 47	64	19	12	8K 0M	100	38K 7M	4.79375	5788 / 04/10/2012	2009 - 2010	136
					13/1	4K 0M						
					13/2	4K 0M						
					14	7K 11M						
					16/2	6K 16M						
					17	8K 0M						
					12	8K 13M						
					19	8K 0M						

Pvt. Ltd.

Att 21/7/13

Rekman
A R DIRECTOR

20	Nuna Majra	261 / 233 min	270	18	20	7K 8M	145/857	7K 5M	0.90625	5790 / 04/10/2012	2004 - 2005	43
					21	7K 8M						
					22/1	5K 8M						
					10/1	1K 16M						
					11/2	4K 4M						
21	Nuna Majra	1/1 min	1 min	38	15	7K 8M	100	8K 10M	1.0625	5818 / 05/10/2012	2004 - 2005	43
					16/1 min North	1K 2M						
22	Khedka Musalman	7/4	7	18	22	8K 0M	217 / 681	10K 17M	1.35625	6924 / 8/11/2012	2009 - 2010	13
				19	11	7K 16M						
					20	8K 0M						
				20	15/2	0K 8M						
				25	16/1	2K 14M						
					2/2	7K 3M						
					Total land in Acres				28.1875			


 Anex Real Estate Pvt. Ltd. *Recd. Kumar Sharma*
 Auth. Signature *AR 1/11/2013*

ATTENTION TO COPY
 Ram: *11/7/2013*
 Notary: *[Signature]*

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

G 774682

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at New Delhi on this 4th day of July, 2013

BY AND BETWEEN

M/S Gnex Realtech Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at B-D, Plot No. - D-5, 308 AVADH Complex, Laxmi Nagar, Delhi (hereinafter referred to as the "DEVELOPER", represented herein through its Director/Authorized Signatory Mr. Yeshpal Sharma, duly authorized by board resolution dated 24th June, 2013 which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) being the party of the FIRST PART;

AND

M/S Ruhil Developers Pvt. Ltd. a company registered under the Companies Act, 1956 and having its registered office at A - 348, Meera Bagh, Outer Ring Road, NEW DELHI (hereinafter referred to as "LAND OWNER", through its Authorized signatory Mr. Ajay Kumar duly authorized by board resolution dated 24th June, 2013 which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) being the party of the SECOND PART;

(The Developer and the Land Owner shall hereinafter be individually referred to as the "Party" and collectively as "Parties")

For Ruhil Developers (P) Ltd.

Ajay Kumar
Auth. Signatory

Gnex Realtech Pvt. Ltd.

[Signature]
Auth. Signatory

Gnex Realtech P. Ltd. New Delhi

Bahadurgarh-124507 (Hr.)

प्रलेख न: 2709

दिनांक 04/07/2013

डीड संबंधी विवरण	
डीड का नाम AGREEMENT	
तहसील/सब-तहसील बहादुरगढ़	गांव/शहर नूना माजरा
भवन का विवरण	
भूमि का विवरण	
धन संबंधी विवरण	
राशि 1.00 रुपये	कुल स्टाम्प ड्यूटी की राशि 100.00 रुपये
स्टाम्प की राशि 100.00 रुपये	रजिस्ट्रेशन फीस की राशि 100.00 रुपये
	पेस्टिंग शुल्क 2.00 रुपये

Drafted By: -

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 04/07/2013 दिन गुरुवार समय 3:04:00PM बजे श्री/श्रीमती/कुमारी M/s Gnex Realtech Pvt. Ltd thru
 For Public Developers श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया है।

Auth. Signatory

हस्ताक्षर प्रस्तुतकर्ता

Gnex Realtech Pvt. Ltd.
 Auth. Signatory

उप/संयुक्त पंजीयक अधिकारी
 बहादुरगढ़

श्री M/s Gnex Realtech Pvt. Ltd thru बनेश्वर शर्मा (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी मिन जानव अनिल कुमार दावेदार हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0.00 रुपये की राशि दावेदार ने मेरे समक्ष पेशकर्ता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया।

दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी ओमप्रकाश नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी ब.गढ़
 व श्री/श्रीमती/कुमारी नौरज पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी विक्रम निवासी मुकन्दपुर ने की।

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

दिनांक 04/07/2013

उप/संयुक्त पंजीयक अधिकारी
 बहादुरगढ़

WHEREAS:

- A. The Land Owner is the sole and absolute owner in possession of 2.694 Acres of freehold Agricultural land as per details mentioned in Schedule I of this agreement. The said pieces and parcels of land held Land Owner are located at Sector-36, within the revenue estate of village Nuna Majra & Khedka Musalman, Tehsil Bahadurgarh, District Jhajjar in the state of Haryana (hereinafter referred to collectively as the "Said Land" and individually as the "Developers Land" and "Owners Land").
- B. The Developer is a company engaged in the business of *inter alia* development and construction of immovable properties and lands.
- C. The Land Owner is desirous of development of its parcel of Owners Land, along with other land parcels owned by the Developer and/ or under its collaboration, into a residential plotted colony/Township (hereinafter referred to as the "Project"), however, it doesn't have sufficient means and expertise to develop the projects/ land hence has approached the Developer to develop the Owners Land in collaboration with the Land Owner and so as to enable the Developer to obtain the necessary licenses for setting up of a Residential Township on the Owners Land.
- D. The Developer has represented to the Owner that it has the ready "where with all" and resources to obtain the CLU (Change of Land Use) permission from the competent authorities under the Haryana Urban Development Act and shall, at its own expenses, obtain the necessary License from the competent authority for the land comprising the Owners Land along with other land parcels, within 9 months of the present agreement. It is agreed that it is only subject to the developer first obtaining the necessary Licence in terms of the present agreement as stated above that the remaining terms of this Collaboration Agreement shall thereafter become operative and binding upon the parties. In case the necessary Licence is not obtained in the said period of 9 months or within the grace period or any written extension thereafter, the present agreement shall be terminated and the parties shall be left with absolutely no rights or obligations against each other and shall be free to deal with their respective lands as considered appropriate by each one of them.
- E. It is clearly understood that the present Agreement would not create any obligations amongst the parties against each other and shall be without any consideration till the time Licence is first obtained and no party shall have till then the right to either seek specific performance or Damages for breach of the same by other party, as till then there would be no consideration for the present agreement.
- F. It is agreed that the Developer shall obtain the necessary Licence, at its own costs, and shall not be entitled to claim any costs, expenses or damages whatsoever from the owner in case the Licence is ultimately not obtained/issued within the agreed period or extended period.
- G. The Land Owner, being the sole and absolute Owner and in peaceful vacant possession of Owners Land, grants to the Developer, the rights for development, promotion, construction of the project over the Owners Land. The Developer has represented that it is possessed of adequate funds, experience and infrastructure required for said proposed development, promotion, construction of the project and for that purpose the Land Owner has granted to the Developer, the entire uninterrupted, exclusive, full and free right to construct, promote, advertise and market the Developer's share over Owners Land in such manner it deems fit (hereinafter collectively referred to as the "Development Rights", which shall

For Ruhil Developers (P) Ltd.:

Auth. Signatory

Gnex Realtech Pvt. Ltd.

Auth. Signatory

include all the rights contained in **Article 2** below) and the Developer has agreed to develop the Owners Land upon grant of Development Rights on the terms and conditions contained under this Agreement and after obtaining necessary Licenses from DGTCP.

- H. The Parties now wish to record their understanding and detail the framework, terms and conditions that would govern their relationship in relation to the Project and the development thereof by the Developer, and are accordingly entering into this Agreement.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. ARRANGEMENT

- 1.1. Pursuant to this Agreement, the Land Owner, hereby grant to the Developer, the Development Rights over the Owners Land on the terms and conditions contained hereunder.
- 1.2. The Land Owner hereby represents to the Developer that the Land Owner is sole and absolute Owner of the Owners Land and the Land Owner further hereby represents that on or before the execution of this Agreement the actual, physical, vacant possession thereof shall be delivered, to the Developer, for the purpose of enabling the Developer to develop the Project. For the aforesaid purpose:
- (a) The Land Owner hereby on the above terms, grant permission to the Developer, to enter upon the Owners Land or any part thereof, and develop the same in terms of this Agreement for the development of the Project and construction of Buildings, if any. Land Owner further permit and authorize the Developer, its agents, servants, associates and any Person claiming through or under them to enter upon the Owners Land for executing and implementing the Project in accordance with this Agreement;
- (b) Simultaneously with this Agreement, Land Owner shall execute and deliver the POA to the Developer in the format annexed herewith as Schedule - II.

2. DEVELOPMENT RIGHTS

- 2.1. The Land Owner has, under this Agreement and in fulfilment of the requisite pre-conditions mentioned hereinabove, grants the Development Rights to the Developer who shall be entitled to enter upon the Owners Land or any part thereof and undertake the development and construction work on the Owners Land forming part of the Project. The Developer may undertake the same either by itself or through competent contractors, including those appointed as the Project Team, and sub-divide the work or appoint sub-contractors as it may deem fit and proper.
- 2.2. The Developer shall be entitled to do all things, deeds and matters pertaining to all the development activities on the Owners Land and for the purpose approach any Governmental Authority or any other body or in respect of any acts, deeds, matters and things which may be done or incurred by the Developer as also to sign all letters, applications, agreements, documents, court proceedings, affidavits, and such other papers as may be from time to time required in this behalf. The Developer shall also be entitled to appoint the Project Team of its choice, and also submit the Plans prepared for sanction and apply for quotas, of all controlled building such as cement,

for Ruhil Developers (P) Ltd.

Ajay Kumar
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steel etc. to the relevant authorities and all other authorities in connection with layout plan, zoning plan, service plan, building plan submitted and/or to be submitted and for the other establishments to be developed/constructed by the Developer and/or its nominees or assigns and sale thereof and the Land Owner shall render all possible assistance and do all acts and things as may be requested by the Developer in this regard to enable the Developer to undertake the development of the Project on the Owners Land.

2.3. Notwithstanding anything contained to the contrary,

- (a) The Developer shall be free and entitled to dispose of the Developer's share viz. the area/Plot/built-up units developed, other than the share of the Land Owner, in such manner as it may deem fit without requiring any consent from the Land Owner.
- (b) The Developer shall be liable to determine the name of the Project/the Buildings.
- (c) The Developer shall be entitled to remain in permissive joint possession of the Owners Land or part thereof till the completion of the Project and the marketing of the premises.
- (d) The Developer shall be liable to deal with all the concerned Governmental Authorities including but not limited to DTCP, HUDA, Government of Haryana and all its ministries and departments, Government of India and all its ministries and departments, defense establishments including the Air Force, Airport Authority, concerned public /statutory authorities/private utilities with respect to the development of the Project and the marketing of such premises and apply for, deal with, appear before and obtain from the concerned authorities all such licenses, permissions, sanctions, orders, certificates, permissions, extensions, modifications, clearances as may be necessary for the full, free, uninterrupted and exclusive development of the Owners Land or any part thereof and the marketing of the premises to be constructed thereon;
- (e) The Developer shall be liable to take appropriate actions, steps and make and seek licenses, compliances, permissions, sanctions, approvals, and exemptions under the provisions of all concerned enactments and the rules and regulations framed there under required if any, entirely at the discretion of the Developer for development of Project and construction of the Building/s upon the Owners Land or any part thereof.
- (f) The Developer shall be liable to carry out all the infrastructural work, including leveling, Land escaping, Roads, service lanes, parking lot, schools, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed Township and the building/s to be constructed on the Owners Land or part thereof as may be required by any approval, layout plan, or order of any governmental/semi-governmental authority/ authorities.
- (g) The Developer shall be liable to employ and/or engage labour, workmen, personnel - skilled and unskilled to carry out the development work and solely be liable to pay the wages, remuneration and salary of such labor,

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personnel- skilled or un-skilled, workmen and to comply with all laws and regulations from time to time in force in that behalf.

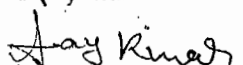
- (h) The Developer shall be liable to make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, all public/ statutory authorities and/or public /private utilities, banks/financial institutions relating to the development of the Owners Land or any part thereof.
- (i) The Developer shall be to bear and pay all outgoings and statutory dues including municipal taxes, rates, cesses, municipal fees, deposits, development charges, payments to governmental authorities, taxes for Plots, Built-up area, land under construction, and other assessments and/or dues and/or charges of any sort or in respect of the Owners Land only from the Date of execution of this Agreement.
- (j) The Developer shall obtain at its costs full/part Completion/occupation certificate in respect of Developer's share and the owners share in the Project from time to time and upon completion of the Project and the marketing of all the Developer's share.
- (k) The Developer shall have full & exclusive marketing rights over the Developer's share by way of sale/lease/license or any other manner of transfer or creation of third party rights therein, and enter into agreements with such transferee/s as it deem fits and on such marketing, receive the full and complete proceeds in its own name on such marketing and give effectual receipts and hand over possession / use / occupation of such Plots/ premises falling in Developer's share out of the Owners Land or any part thereof.
- (l) The Developer shall execute a deed of Plot/Built-up units Buyer Agreements and/or other documents of transfer, deeds, writings of transfer as may be required in respect of the Developer's share in favour of any society / transferees and shall solely be liable to such transferees/third party without any reference to the Land Owner.
- (m) The Developer shall execute all necessary, legal and statutory writings and documentations for the exercise of the development rights, carrying out the development of the Owners Land or any part thereof and the marketing of the Developer's share out of the Owners Land or part thereof, as envisaged herein.


3. CONSIDERATION

The consideration of the Land Owner granting the entire uninterrupted Development rights over the Owners Land to the Developer, the parties have agreed as under:

- a. In consideration of the Land Owner granting development rights over the Owners Land to the Developer, the Land Owner shall be entitled to receive as its share, the developed land 1400 sq.yrd./per Acre of saleable fully developed land out of the Owners Land contributed in the Project (Owners share). In other words the share of the owner shall be 1400 sq.yd./per acre of the Owners Land as compared to the total land of the project. The remaining saleable land area of the owner shall be the sole and only consideration for the developer to fully developing the Owners Land its costs (Developer's share). The Location of the Owners share of the Developed residential

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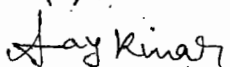

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land/plot shall be as per equal distribution systems in terms of location and size of the Plot demarcated in proportionate to the total project land area. The allotted portion of Plot/area of the owner (Owners share) shall be marked and shown on a plan signed by both the parties and as separately earmarked, before the project is launched for sale in the market. The developer shall have no right to in any manner deal with the owners share.

- b. The sale and marketing of owners share shall be its own responsibility and the developer shall not interfere in the same in any manner.
- c. In consideration of the Developer undertaking the development of the Owners Land and making entire expenses, costs etc. as agreed herein, the Developer shall be entitled to retain balance Land/ Developed land after allocating Owner's share (hereinafter referred to as the "Developer's Share").
- d. It is clarified that the Land Owner shall be liable to recover / pay the cost towards EDC, IDC, IAC, Malwa Charges, Sewerage Connection Charges, Club Membership charges, Power Back-up charges, if any, etc. from every allottee(s) of Owner's share or over the Owner's share and deposit the same with the Developer within 15 days thereof. It is acknowledged by the Land Owner that these charges are in the nature of cost-to cost basis the expenses of which shall be incurred by the Developer alone, hence the Developer shall be entitled to recover the same from the Owner's share to meet/cover such expenses.
- e. The Land Owner shall undertake the marketing of their share (Owner's Share) on their own and on their own cost and expenses. However, notwithstanding anything to the contrary mentioned herein, the Land Owner shall not sell, book, allot the Owner's Share on any price lower than the then prevailing price of the Developer at any given point of time. It is also agreed that the developer shall ensure that the development of the Owners Land is completed simultaneous with the completion of the development of the Project land and that the development of the entire Project is uniformly carried out, without forming developed and undeveloped pockets of lands in the project.
- f. That it is agreed that the developer shall not hand over the possession of Developer share portions of the developed land of the project to its Allottees, without first handing over the owner's share of the developed land to the Land Owner.
- g. That it is agreed that developer shall not in any manner mortgage, charge or encumber the owner's share and the same shall always be retained by the owner, irrespective of the development being carried out by the developer.
- h. The Land Owner or their Allottees shall obtain the building Plans and raise construction over their respective plots (Owner's Share) in accordance with the applicable laws, rules, building bye-laws applicable to the project on their own costs and expenses and the Developer shall not be made liable for the same.

for Ruhil Developers (P) Ltd.


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4. COST AND EXPENSES

- 4.1. The Parties agree that the entire amount required for the cost of development of the said Project including the charges and fees of the Architect(s), Engineers, Contractors, preparation of Plans as also all other statutory fees and charges incidentals including the payment of license fees, scrutiny fees, license fees, conversion charges, internal development charges, infrastructure development charges, external development charges and all amounts payable towards any of the foregoing including any enhancement thereof and also the payment towards electricity and water security charges, extension fee, compounding charges, any type of renewal charges, payable on and to the Government and/or any other Authority for the provision of peripheral or external services/ amenities to the said Project shall be wholly to the account of the Developer.
- 4.2. That the Developer shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rule and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party in relation to the Project. All claims and demands during development shall be settled and cleared by the Developer and no liability on this account shall fall on the Land Owner.
- 4.3. The Approvals required for the Project shall be obtained by the Developer at its cost and expenses and the Land Owner shall extend all assistance and do all acts and things and execute all documents as may be required by the Developer for obtaining such Approvals.

5. PLANS AND LICENSES

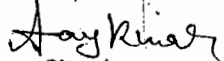
- 5.1. The Developer shall, based on the plans as approved and secured from DGTC/ concerned Governmental Authorities, develop the Owners Land. The responsibility for preparing and obtaining the necessary Licenses, Approvals, Sanctioned Plan and Service Plan etc. shall be that of the Developer and the Developer shall wholly bear all the costs and expenses in this respect. The Land Owner shall execute necessary applications/ forms/ documents for obtaining the Licenses, Approvals required to develop the Owners Land.

6. POWERS OF ATTORNEY

- 6.1. Land Owner shall also execute the POA to enable the Developer to secure plans, licenses and/or other approvals or permission(s) for the development of the Owners Land or part thereof and to enable the Developer to develop the same and exercise the Development Rights. However, the expenses on execution of such documents and the cost of the development/construction of the Project shall be met and borne by the Developer alone.
- 6.2. The POA shall be registered, if required, with the appropriate authorities and the stamp duty and registration fees and all connected expenses for registration shall be borne by the Developer.

7. TAXES

- 7.1. All taxes, rates, cesses and other public dues with respect to the Owners Land due for Ruhil Developers (P) Ltd.


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and outstanding and accrued up to the execution of this shall be paid and discharged by the Land Owner. Thereafter, all such charges, taxes over the Developer's share shall be borne by the Developer and the Land Owner shall bear all such taxes, charges etc. including service tax over the Owner's share.

- 7.2. The Developer and the Land Owner shall be responsible for their own income tax liability for the incomes received and/ or gains arising as a result hereof.
- 7.3. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of the POA and this Agreement shall be borne by the Developer.

8. AGREEMENTS WITH LESSEES AND PURCHASERS

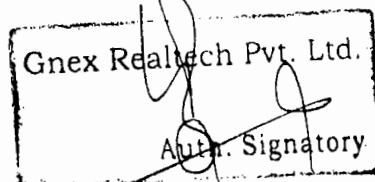
- 8.1. The Parties agree that the Developer shall enter into agreements on behalf of itself as well as the constituted attorney for Land Owner for the sale /lease of the Developer's share constructed on the Owners Land. The specific terms and conditions in the respective sale, transfer or lease deeds as the case may be, including without limitation the consideration payable by the third parties shall be decided by the Developer.
- 8.2. Without prejudice to the POA, Land Owner shall provide appropriate assistance and assurances as may be required by the Developer in connection with the proper execution of such sale or lease deed as contemplated under Article 8.1 above. The Land Owner agree to join hands with the Developer, in execution of the Sale Deeds/ Conveyance Deeds which may be executed by the Developer in favour of the Buyers/ Third Parties for conveying the rights, title in Developer's share as the case may be.

9. TERMS & TERMINATION

- 9.1 That the Developer shall, based on this Agreement and POA, apply for the appropriate license and rest of the approvals as may be required to be obtained for the Project. It is agreed by the Parties that that the Developer shall be under obligation to obtain necessary Licence for the Project within 12 months of execution of this agreement, with additional grace period of 120 days, failing which the Land Owner may have right to terminate this agreement by serving a written notice of 30 days.
- 9.2 It is further agreed between the Parties that if the Owner's Share under this agreement is not given to the Land Owner, the Land Owner shall have option to issue a notice providing a written opportunity of one month time to give Owner's share failing which the Land owner may have right to terminate this Agreement by serving a written notice of 30 days upon the Developer.
- 9.3 That it is agreed that the owner shall always be deemed to be in actual and constructive possession of its land which are to be developed for the project, irrespective of the developer having been granted permissive joint possession for the sole purpose of the completion of the development work on the land.
- 9.4 Without prejudice to its rights under law, in the event of breach of any terms and conditions of this Agreement by any Party, the other Party shall be entitled to seek specific performance of this Agreement against the defaulting Party.
- 9.5 The Parties recognize and acknowledge that the Developer will be investing substantial sums of money and has entered into this Agreement on the specific understanding that Land Owner shall not be entitled to terminate this Agreement for

Joint Developers (P) Ltd.

Arsh. Signatory



any reason whatsoever unless an event as per clause 9.1 & 9.2 has occurred. Nothing shall prevent the Parties from enforcing their rights under this Agreement in accordance with law and/or from cancelling, terminating, revoking this Agreement & the POA by mutual agreement.

10. OBLIGATION OF THE PARTIES

10.1. Obligations of the Land Owner

- a. The Land Owner shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities concerning the development of the Owners Land by the development of the Plots/construction of Buildings as envisaged in this Agreement including those relating to the execution of sale/lease deeds and other documentation in favour of the prospective purchasers and/or lessees.
- b. All the taxes, duties, betterment charges and other levies of whatsoever nature including the Owners Land taxes in relation to the Owners Land, up to the date of this agreement shall be borne by the Land Owner and thereafter over the Owner's share and the Developer shall not be responsible for the same.
- c. The Parties shall ensure that all the disputes and differences between them are settled amicably and if there are any differences or disputes among them, the same must not affect the development of the Project in any manner whatsoever.
- d. The Developer shall be free to appoint a professional agency for the maintenance of the Project on the completion of the Project. The Land Owner, lessees or transferees of the Owner's share shall pay charges at such rates as shall be deemed fit by such agency. The agreements to lease, sale, transfer and other documents executed with the prospective lessees or buyers/allottee(s) including the Memorandums of Understanding to be executed with such lessees or buyers/allottee(s) with regard to the Owner's share may have suitable provisions for the same. A separate maintenance agreement shall be executed with the Maintenance agency.
- e. The Land Owner shall obtain necessary required building plan approval before start of construction of any building over the Owner's share on its own cost and expenses and complete the same within the specified time.

10.2. Obligations of the Developer

- (a) The Developer shall be responsible for development of the Project at its sole discretion and at its cost and expense in conformity with applicable laws and regulations.
- (b) All facilities and amenities in the Project shall be provided by the Developer.
- (c) The Developer shall be free to modify, if permitted under law, the drawings and the Specifications or make alterations from time to time. The Developer shall also be entitled to prepare plans for the development of the Owners Land as they deem fit.
- (c) The Developer shall, adhere to the Sanctioned Plan in executing the Project, provided that the Developer shall be entitled to make alterations/ adjustments in the project to the extent permissible under the applicable Law in any

J. K. Developers (P) Ltd.

Jay Kumar
Auth. Signatory

Gnex Realtech Pvt. Ltd.
[Signature]
Auth. Signatory

manner it may deem fit and proper.

- (e) The Developer shall be entirely responsible for the development of the Owners Land and shall accordingly be entitled to appoint the Project Team.
- (f) The Developer shall be free to appoint a professional agency for the maintenance of the Project on the completion of the Project. The lessees or transferees shall pay charges at such rates as shall be deemed fit by such agency. The agreements to lease, sale, transfer and other documents executed with the prospective lessees or buyers/allottee(s) including the Memorandums of Understanding to be executed with such lessees or buyers/allottee(s) with regard to the Developer's share may have suitable provisions for the same.

11. NOTICES

- 11.1. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within Seven (7) days of being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.
- 11.2. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

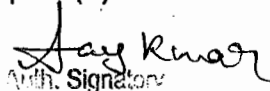
12. GOVERNING LAW AND JURISDICTION

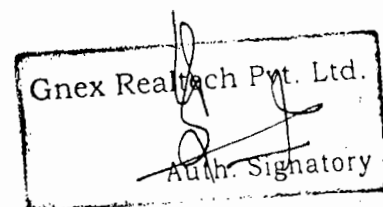
- 12.1. This Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Courts at Bahadur Garh, Jhajjar, Haryana shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this agreement.

13. DISPUTE RESOLUTION

- 13.1. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and be finally and exclusively settled by arbitration in New Delhi in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such dispute shall be referred to sole arbitrator to be appointed by the Parties mutually. The language of the arbitration shall be English.
- 13.2. The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations under this Agreement. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings.

For Ruhil Developers (P) Ltd.


Auth. Signatory



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN IN THE PRESENCE OF FOLLOWING AMONGST OTHER WITNESSES.

Signed and delivered for and on behalf of
Developer
For Gnex Realtech Pvt. Ltd.

Gnex Realtech Pvt. Ltd.
Auth. Signatory

Name: Yeshpal Sharma
Title: Authorized Signatory

Signed and delivered for and on behalf of
Owner
For Ruhil Developers Pvt. Ltd.
or Ruhil Developers (P) Ltd.

Ajay Kumar
Auth. Sig

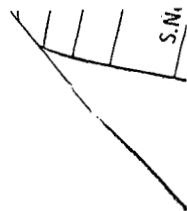
Name: Ajay Kumar
Title: Authorized Signatory

Witnesses:

1. श्रीम. प्रमोद नम्वरदार
रा. १५४२१६

2. श्रीम. डी. वि. वि. वि.
रा. १० मुम्बई
रा. १० मुम्बई

Dr. Arun D. G.
Ramesh Chandra
4.7.2017
KUMAR
Civil Court, Dehri, Bihar



पेशकर्ता


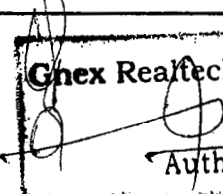








दावेदार



गवाह



पेशकर्ता	वज्ररिये यशपाल शर्मा		 Gnex Realtech Pvt. Ltd. Auth. Signatory
दावेदार	मिन जानव अनिल कुमार		 For Ruhi Developers (P) Ltd. Auth. Signatory
गवाह	ओमप्रकाश नम्बरदार		
गवाह	नीरज		

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 2,709 आज दिनांक 04/07/2013 को बही नः 1 जिल्द नः 287 के पृष्ठ नः 5 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द नः 672 के पृष्ठ सख्या 93 से 94 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये है ।

दिनांक 04/07/2013

उप/सयुक्त पंजीबत/अधिकारी
बहादुरगढ़

SCHEDULE - 1

DESCRIPTION OF THE LAND

Ruhil Developers Pvt. Ltd.

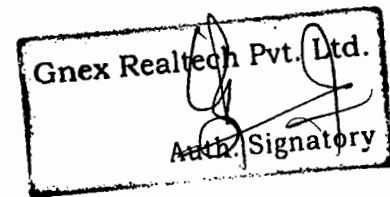
S.No	Village	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Share	Total Area	Area / (Acres)	Sale Deed / Date	Zamabandhi in Years	Intkal No.
1	Nuna Majra	352 / 11	362	22	11	7K 8M	9/80	0K 17M	0.925	5330 / 19/09/2012	2004 - 2005	4355
		359/318	370, 370/1	22	19/1	4K 3M		0K 18 M	0.1125			
					19/2	2K 13M						
					19/3	1k 4M						
		288/ 256	298, 299	22	20/1/1	0K 17M	157/824	1K 0M	0.1250			
					20/1/2	1K 2M						
					20/1/3	3K 4M						
358 / 317	369	22	12/1/1	5K 2M	7/51	0K 14M	0.0875					
2	Nuna Majra	359/318	370, 370/1	22	19/1	4K 3M	38 /365	1K 18M	0.2375	5329 / 19/09/2012	2004 - 2005	4351
					19/2	2K 13M						
					19/3	1k 4M						
		288/ 256	298, 299	22	20/1/1	0K 17M						
					20/1/2	1K 2M						
					20/1/3	3K 4M						
		358 / 317	369	22	12/1/1	5K 2M						
3	Nuna Majra	352 / 11	362	22	11	7K 8M	9/40	1K 13M	0.2063	6485 / 26/10/2012	2004 - 2005	4368
4	Nuna Majra	346/305	356	18	16	1K 13M	100	1K 13M	0.2063	7243 / 21/11/2012	2004 - 2005	4384
5	Khedka Musalman	41/38	53	24	3	7K 11M	1/12	2K 17M	0.3563	7870 / 13/12/2012 for Ruhil Developers (P) Ltr	2009 - 2010	4351
					4/1	3K 4M						
					6/2	3K 4M						
					7	7K 10M						
					8	4K 12m						
					9	8K 5M						
6	Nuna Majra	352 / 11	362	22	11	7K 8M	1/40	0K 7M	0.0438	142 / 09/04/2013	2004 - 2005	4446
		359/318	370, 370/1	22	19/1	4K 3M						
					19/2	2K 13M						
					19/3	1k 4M						
358 / 317	369	22	12/1/1	5K 2M	1/51	0K 2M	0.0125					
7	Khedka Musalman	11/8	11	18	13	7K 11M	1/7	2K 16M	0.35	558 / 26/04/2013	2009-2010	1396
					14/1	0K 11M						
					18	7K 19M						
					19/2/1	3K 13M						
8	Nuna Majra	352 / 11	362	22	11	7K 8M	1/40	0K 4M	0.0250	862 / 07/05/2013	2004 - 2005	4459
		359/318	370, 370/1	22	19/1	4K 3M	1/40	0K 4M	0.0250			
					19/2	2K 13M						
					19/3	1k 4M						
					20/1/1	0K 17M						

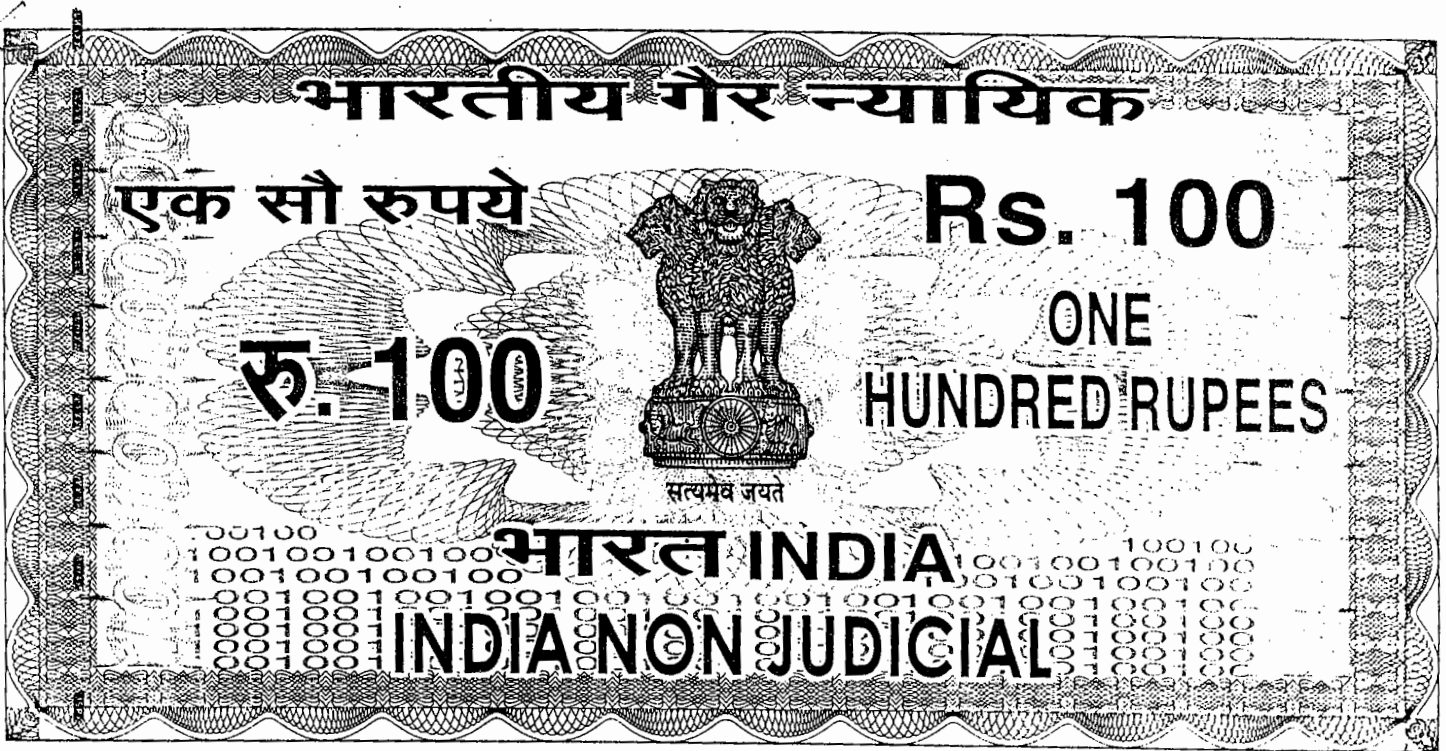
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Auth. Signatory

		288/ 256	298, 299	22	20/1/2	1K 2M	21 / 824	OK 3M	0.0188			
					20/1/3	3K 4M						
		358 / 317	369	22	12/1/1	5K 2M	1/51	OK 2M	0.0125			
9	Nuna Majra	288/ 256	298, 299	22	20/1/1	OK 17M	5 /206	OK 3M	0.0188	861 / 07/05/2013	2004 -2005	4458
					20/1/2	1K 2M						
					20/1/3	3K 4M						
					Total land In Acres				2.694			

For Ruhil Developers (P) Ltd.

Hay Kumar
Auth. Signatory





हरियाणा HARYANA

E 355589

SCHEDULE-II
FORM OF
POWER OF ATTORNEY

This Power of Attorney is made and executed at Bahadurgarh, Jhajjar, Haryana on this 4th day of July, 2013

TO ALL TO WHOM these presents shall come We, **M/S Ruhil Developers Pvt. Ltd.** a company registered under the Companies Act, 1956 and having its registered office at A – 348, Meera Bagh, Outer Ring Road, NEW DELHI represented through its Authorized signatory **Mr. Ajay Kumar** duly authorized by board resolution dated 24th June, 2013 (hereinafter referred to as the "LAND OWNER" and/or the "Executant" and/or "We", which expression shall unless repugnant to the context hereof shall include its legal heirs, successors and permitted assigns).

WHEREAS:

- A. WE have entered into a Collaboration Agreement dated 4th July, 2013 (hereinafter referred to as the "Agreement") with **M/S Gnex Realtech Pvt. Ltd.** a company registered under the Companies Act, 1956 having its registered office at B-D, Plot No. – D-5, 308 AVADH Complex, Laxmi Nagar, Delhi (hereinafter referred to as the "DEVELOPER" which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) in terms of which we have *inter alia* agreed to grant/assign the entire development rights in the said Land (more specifically

or **Ruhil Developers (P) Ltd.**

Ajay Kumar
Auth. Signatory

Gnex Realtech Pvt. Ltd.
[Signature]
Auth. Signatory



हरियाणा सरकार

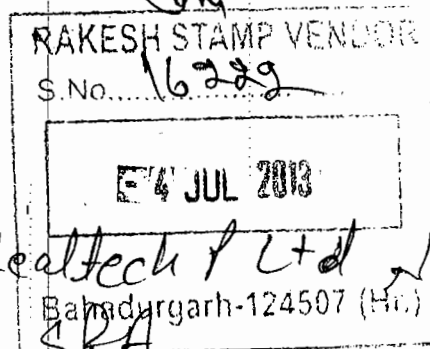
Affidavit Attestation

न: 15934

तिथि: 04/07/2013



AJAY KUMAR



Grex Realtach & Ltd New Delhi
Bahadurgarh-124507 (Hr.)
SRA

Ruhil Developers & Ltd New Delhi
SRA

shown in **Schedule I** attached herewith) exclusively to the Developer.

- B. WE recognize that the Developer requires enabling powers to perform its functions and/or obligations under the Agreement.
- I. WE are desirous of executing in favour of the Developer this power of attorney in consideration of the obligations undertaken by the Developer under the Agreement authorizing the Developer to deal with the said Land /Project and exercise all rights in respect thereof, which we hereby do in the manner hereinafter appearing.

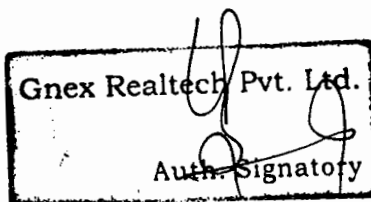
NOW KNOW WE ALL AND THESE PRESENTS WITNESS that WE, the Executant above named do hereby nominate, constitute and appoint **M/s Gnex Realtech Pvt. Ltd.** a company incorporated under the provisions of the Companies Act 1956 and having its registered office at B-D, Plot No. – D-5, 308 AVADH Complex, Laxmi Nagar, Delhi (herein referred to as the Company and/or attorney) through its Authorized Signatory – Mr. Yeshpal Sharma S/o Sh. Chabil Chand as our lawful legal attorney and authorize him to do the following acts, deeds and things for and on our behalf and in our name in respect of land parcel admeasuring 2.694 Acres situated at Village –Nuna Majra & Khedka Musalman, Tehsil – Bahadurgarh, Jhajjar, Haryana more specifically detailed in Schedule - A (hereinafter called the said “**said Land**”), and WE do hereby empower our said attorney to do the following acts, deeds and things (to be exercised through its Authorised Signatory or any person empowered vide the board resolution passed by our said Attorney in its board meeting or any further executed attorney) in our name and on our behalf in respect of the Said Land only as a true and lawfully constituted attorney of the Land Owner and in its name and/ or on its behalf to do all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion, as effectively as WE can, all or any of the following acts, deeds or things namely:

1. To enter upon the Said Land, survey the same, prepare layout, construction and service plans, detailed drawings, etc., construct a temporary site office, sample flats & houses, make the said Land Part of the township and carry out the work of development, construction and completion of a Township (hereinafter referred to as “**Project**”) on the Said Land in the terms of Licence, Bilateral Agreement, LC-IV agreement executed with DGTCP.
2. To represent and act on behalf of the Land Owner in all offices of the President of India, Governor of Haryana, Haryana Urban Development Authority (“**HUDA**”), DGTCP, Haryana State Electricity Board or any other Government Authority, local body and to sign, follow up and make any letter, document and petition for all or any licenses, permissions, approval, sanction and consents required in connection with the work of development and construction of the Project on the Said Land including sanctions and approvals of layout plan, building plans, zoning plans, occupation certificate, completion certificates etc., as required under applicable laws, rules, regulations, orders, notifications for the development, construction and completion of buildings, houses and structures and for the purposes incidental there to and make payment of charges

or Ruhil Developers (P) Ltd.

Auth. Signatory

Auth. Signatory



due and receive payments, refunds and to take all necessary steps and to do or to be done all such acts, matters and things for the purposes aforesaid.

3. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Said Land from the concerned authorities;
4. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Agreement;
5. To do all necessary acts, deeds and things towards completion of the Project including, without limitation to apply for and obtain the permits and quotas of the building material, to appoint or engage any employees, executives, contractors, architects, labour contractor, workman, electrician, plumbers, engineers and any other person (s) for completion of the construction, additions, alterations to sign any contracts, appointment letter, representation, furnished any indemnities, guaranties, to deposit securities and obtain discharges thereof including making application and obtaining any forms, sewage connection, completion certificate and to pay any compounding fee, composition fee, regularization fee, betterment charges on such terms and condition as our Attorney lawfully deems fit and proper.
6. To appear before HUDA or any government authority, department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purpose or power mentioned in this present and to make, sign and submit any application, reply, affidavit, undertaking, agreement, appeal, compromise, withdrawal, exchange with HUDA, as may be required in connection therewith including the filing of appropriate legal proceedings wherever necessary.
7. To obtain refund of all securities, amounts and other deposit made with the concerned departments in the name of the Developer and to give receipt thereof.
8. To develop the said Land on such terms and conditions as may be deemed fit and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage, charge, lease, license or otherwise deal with the developer's share agreed under the Agreement in any manner as it may deem fit in order to give effect to the provision of the Agreement.
9. To get the Said Land assessed/ re-assessed and to deposit all types of fees, charges, securities deposits, demand, dues and taxes with regard to the Said Land/ Project with any concerned authority to obtain the receipts, to obtain No Objection Certificates from the concerned Income Tax Department, to make appeals and contest the same against any demands or assessment etc. and to compromise the same before any Court of law.

or Ruhil Developers (P) Ltd.

Ray Kumar
Auth. Signatory

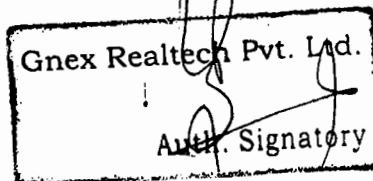
Gnex Realtech Pvt. Ltd.

[Signature]
Auth. Signatory

10. To perfect the title to the Said Land (if any defect is found therein) by making such lawful compromises and/or payments as may be necessary therein to any claimant of right or interest in the Said Land at the cost of the Land Owner.
11. To sign and execute all applications and other documents that may be required to secure mutation of the Developer's share in favour of the Developer in the records of all concerned authority(ies) having jurisdiction and/or connected with the said Land including but not limited to revenue, tehsil, Zileadar, Patwari, Assessor & Collector, Town & Country Planning and the like;
12. To execute all relevant booking forms, agreements or term-sheets or MOUs and sale/lease deeds in favour of prospective buyers/lessees/ associations of house/Plot owners for transfer of the Developer's share together with proportionate land, easement rights and other relevant appurtenants and rights for such price and on such terms and conditions as the Developer may think fit and expedient and to execute the relevant documents pertaining thereto.
13. To execute all relevant agreements or term-sheets or MOUs and sale/lease deeds in favour of any government authority for transfer of the Developer's share on any part of the Said Land and/ or the proportionate land for such price and on such terms and conditions as the Developer may think fit and expedient and to execute the relevant documents pertaining thereto.
14. To receive from the said purchaser (s) or lessee (s) or their heirs and assigns the price or lease money and give effective receipts and discharges for the same in its own name and to retain the money up to itself.
15. To execute any deed (other than sale deed / conveyance deed / lease deed), rectification deed and to execute any other document with any authority and to get the same registered with the registration authority.
16. To borrow money(s) from any financial and banking institutions and/ or institutions and/ or private parties by offering the Said Land as security to pay loans, other financial facilities and assistance from such persons and/ or institutions and on such terms as the developer may deem fit.
17. To issue, sign no objection certificate/ permission to mortgage in favour of financial institutions, banks etc. to enable the prospective purchasers in the proposed Project to raise housing loan and to do all act, deed and things in this regard including mortgage of land underneath the building etc.
18. To issue, sign no objection certificate/ permission to mortgage in favour of financial institutions, banks etc. to enable the prospective purchasers in the proposed project to raise housing loan and to do all act, deed and things in this regard including mortgage of land underneath the building etc.
19. On completion of the Project, to transfer and convey rights, title and interest in the Developer's share out of the Said Land, as agreed to be sold / leased to different prospective purchaser (s) / lesser (s) and to execute the relevant documents including the sale deed (s) thereof.

For Ruhil Developers (P) Ltd.

Auth. Signatory

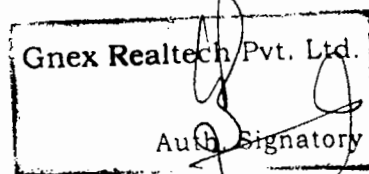


20. To appear on our behalf before the Registrar or Sub – Registrar or any other authority competent in this behalf, for registration of the said deeds and documents and admit the execution thereof and give acknowledgement / receipts of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same.
21. To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the Said Land and to appear and act on all courts, original or appellate and other Government and private offices and to sign, verify and present pleadings, plaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the said attorneys shall think expedient and proper to do so.
22. To serve on the appropriate authority or person a notice requiring the purchase of all or any portion of the Developer's share or any interest therein in respect of which a right to serve such a notice may be conferred by or under any statute or agreement or on any other ground and to take such steps or proceedings including the compromise of any claim in relation to any such notice as they may think fit.
23. To warn off and prohibit and if necessary proceed against in due form of law against all trespassers on the Said Land and to take appropriate steps whether by action or otherwise to abate all nuisance.
24. To represent the executants before all government agencies such as DTCP/Municipal Corporation / Committees, Electricity Department, Telephone Department, Water Department, Sewage Department for the purpose of development of the Project on the Said Land.
25. To delegate any or all of the powers as mentioned above or any other, for or on behalf of the Land Owner, to one or more persons and to revoke such delegation of authority at pleasure. The attorney shall send written intimation by registered post to the Executant pertaining to delegation of authority in terms of this clause.
26. Generally to do all such acts, deeds and things done or caused to be done as may be necessary or expedient in connection with the Said Land or Project by the said attorneys or by any of their delegate or delegates. The attorney or its assigns shall not be entitled to do any act, deed or thing or to execute any document which directly / impliedly violate, infringes or amounts to breach of any statute, rule or guidelines. In no event shall the Executant become bound by any act of the attorney which infringes or violates any provision of law or which subsequently becomes illegal by virtue of any statute, rule or guidelines framed by any authority.

for Ruhil Developers (P) Ltd.

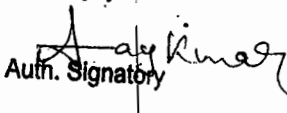

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[Signature]




AND WE HEREBY AGREE TO RATIFY AND CONFIRM ALL AND WHATSOEVER THE SAID DEVELOPER SHALL OR MAY LAWFULLY DO OR CAUSE TO BE DONE IN CONNECTION WITH AND BY VIRTUE OF THESE PRESENTS.


IN WITNESS WHEREOF WE HAVE HEREUNDER SET OUR HANDS ON THE SAY AND DATE FIRST HEREINABOVE MENTIONED.

Signed and delivered for and on behalf of Owner	Signed and accepted for and on behalf of Developer
For Ruhil Developers Pvt. Ltd. For Ruhil Developers (P) Ltd.  Auth. Signatory Name: Mr. Ajay Kumar Title: Authorized Signatory	For Gnex Realtech Pvt. Ltd.  Auth. Signatory Name: Mr. Yeshpal Sharma Title: Authorized Signatory
Witnesses:	


① अमृतमाला नम्बरदार
बहादुरगढ़



② नीरज स. विहम
अकन्यपुर



4.7.2013

NAME OF THE
ADD.
CIVIL COURT, B. Bahadurgarh

Attested as Identified

(SUSHIL SHARMA)
Executive Magistrate
Bahadurgarh-124301

8-7-13

SCHEDULE - I

DESCRIPTION OF THE LAND

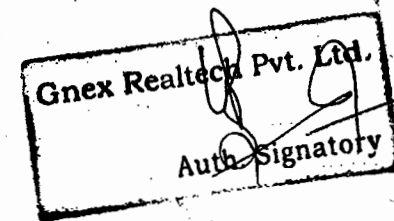
Ruhil Developers Pvt. Ltd.

S.No	Village	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Share	Total Area	Area / (Acres)	Sale Deed / Date	Zamabandhi in Years	Intkal No.
1	Nuna Majra	352 / 11	362	22	11	7K 8M	9/80	0K 17M	0.925	5330 / 19/09/2012	2004 - 2005	4355
		359/318	370, 370/1	22	19/1	4K 3M		0K 18 M	0.1125			
					19/2	2K 13M						
					19/3	1k 4M						
		288/ 256	298, 299	22	20/1/1	0K 17M	157/824	1K 0M	0.1250			
					20/1/2	1K 2M						
					20/1/3	3K 4M						
358 / 317	369	22	12/1/1	5K 2M	7/51	0K 14M	0.0875					
2	Nuna Majra	359/318	370, 370/1	22	19/1	4K 3M	38 / 365	1K 18M	0.2375	5329 / 19/09/2012	2004 - 2005	4351
					19/2	2K 13M						
					19/3	1k 4M						
		288/ 256	298, 299	22	20/1/1	0K 17M						
					20/1/2	1K 2M						
					20/1/3	3K 4M						
		358 / 317	369	22	12/1/1	5K 2M						
3	Nuna Majra	352 / 11	362	22	11	7K 8M	9/40	1K 13M	0.2063	6485 / 26/10/2012	2004 - 2005	4368
4	Nuna Majra	346/305	356	18	16	1K 13M	100	1K 13M	0.2063	7243 / 21/11/2012	2004 - 2005	4384
5	Khedka Musalman	41/38	53	24	3	7K 11M	1 / 12	2K 17M	0.3563	7870 / 13/12/2012	2009 - 2010	Auth. Signatory
					4/1	3K 4M						
					6/2	3K 4M						
					7	7K 10M						
					8	4K 12m						
					9	8K 5M						
6	Nuna Majra	352 / 11	362	22	11	7K 8M	1 / 40	0K 7M	0.0438	142 / 09/04/2013	2004 - 2005	4446
		359/318	370, 370/1	22	19/1	4K 3M						
					19/2	2K 13M						
					19/3	1k 4M						
		358 / 317	369	22	12/1/1	5K 2M	1 / 51	0K 2M	0.0125			
7	Khedka Musalman	11/8	11	18	13	7K 11M	1/7	2K 16M	0.35	558 / 26/04/2013	2009-2010	1396
					14/1	0K 11M						
					18	7K 19M						
					19/2/1	3K 13M						
					8	Nuna Majra						
359/318	370, 370/1	22	19/1	4K 3M			1/40	0K 4M	0.0250			
			19/2	2K 13M								
			19/3	1k 4M								
			20/1/1	0K 17M								

Gnex Realtech Pvt. Ltd.
Auth. Signatory

-or Ruhil Developers (P) Ltd.
Auth. Signatory

9	Nuna Majra	288/ 256	298, 299	22	20/1/2	1K 2M	21 / 824	0K 3M	0.0188	861 / 07/05/2013	2004 -2005	4458	
					20/1/3	3K 4M							
		358 / 317	369	22	12/1/1	5K 2M	1/51	0K 2M	0.0125				
		288/ 256	298, 299	22	20/1/1	0K 17M	5 /206	0K 3M	0.0188				
					20/1/2	1K 2M							
					20/1/3	3K 4M							
					Total land In Acres				2.694				



For Ruhil Developers (P) Ltd.

[Handwritten Signature]
Auth. Signatory



हरियाणा HARYANA

E 355587

SCHEDULE-II
FORM OF
POWER OF ATTORNEY

This Power of Attorney is made and executed at Bahadurgarh, Jhajjar, Haryana on this 4th day of July, 2013

TO ALL TO WHOM these presents shall come We, **M/S Ruhil Developers Pvt. Ltd.** a company registered under the Companies Act, 1956 and having its registered office at A – 348, Meera Bagh, Outer Ring Road, NEW DELHI represented through its Authorized signatory **Mr. Ajay Kumar** duly authorized by board resolution dated 24th June, 2013 (hereinafter referred to as the "LAND OWNER" and/or the "Executant" and/or "We", which expression shall unless repugnant to the context hereof shall include its legal heirs, successors and permitted assigns).

WHEREAS:

- A. WE have entered into a Collaboration Agreement dated 4th July, 2013 (hereinafter referred to as the "Agreement") with **M/S Gnex Realtech Pvt. Ltd.** a company registered under the Companies Act, 1956 having its registered office at B-D, Plot No. – D-5, 308 AVADH Complex, Laxmi Nagar, Delhi (hereinafter referred to as the "DEVELOPER" which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) in terms of which we have *inter alia* agreed to grant/assign the entire development rights in the said Land (more specifically

Ruhil Developers (P) Ltd.

Auth. Signatory

Gnex Realtech Pvt. Ltd.

Auth. Signatory

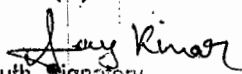
shown in **Schedule I** attached herewith) exclusively to the Developer.

- B. WE recognize that the Developer requires enabling powers to perform its functions and/or obligations under the Agreement.
- I. WE are desirous of executing in favour of the Developer this power of attorney in consideration of the obligations undertaken by the Developer under the Agreement authorizing the Developer to deal with the said Land /Project and exercise all rights in respect thereof, which we hereby do in the manner hereinafter appearing.

NOW KNOW WE ALL AND THESE PRESENTS WITNESS that WE, the Executant above named do hereby nominate, constitute and appoint M/s **Gnex Realtech Pvt. Ltd.** a company incorporated under the provisions of the Companies Act 1956 and having its registered office at B-D, Plot No. - D-5, 308 AVADH Complex, Laxmi Nagar, Delhi (herein referred to as the Company and/or attorney) through its Authorized Signatory - Mr. Yeshpal Sharma S/o Sh. Chabil Chand as our lawful legal attorney and authorize him to do the following acts, deeds and things for and on our behalf and in our name in respect of land parcel admeasuring 2.694 Acres situated at Village -Nuna Majra & Khedka Musalman, Tehsil - Bahadurgarh, Jhajjar, Haryana more specifically detailed in Schedule - A (hereinafter called the said "**said Land**"), and WE do hereby empower our said attorney to do the following acts, deeds and things (to be exercised through its Authorised Signatory or any person empowered vide the board resolution passed by our said Attorney in its board meeting or any further executed attorney) in our name and on our behalf in respect of the Said Land only as a true and lawfully constituted attorney of the Land Owner and in its name and/ or on its behalf to do all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion, as effectively as WE can, all or any of the following acts, deeds or things namely:

1. To enter upon the Said Land, survey the same, prepare layout, construction and service plans, detailed drawings, etc., construct a temporary site office, sample flats & houses, make the said Land Part of the township and carry out the work of development, construction and completion of a Township (hereinafter referred to as "**Project**") on the Said Land in the terms of Licence, Bilateral Agreement, LC-IV agreement executed with DGTCP.
2. To represent and act on behalf of the Land Owner in all offices of the President of India, Governor of Haryana, Haryana Urban Development Authority ("**HUDA**"), DGTCP, Haryana State Electricity Board or any other Government Authority, local body and to sign, follow up and make any letter, document and petition for all or any licenses, permissions, approval, sanction and consents required in connection with the work of development and construction of the Project on the Said Land including sanctions and approvals of layout plan, building plans, zoning plans, occupation certificate, completion certificates etc., as required under applicable laws, rules, regulations, orders, notifications for the development, construction and completion of buildings, houses and structures and for the purposes incidental there to and make payment of charges

For Ruhil Developers (P) Ltd.


Auth. Signatory


Gnex Realtech Pvt. Ltd.
Auth. Signatory

due and receive payments, refunds and to take all necessary steps and to do or to be done all such acts, matters and things for the purposes aforesaid.

3. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Said Land from the concerned authorities;
4. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Agreement;
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6. To appear before HUDA or any government authority, department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purpose or power mentioned in this present and to make, sign and submit any application, reply, affidavit, undertaking, agreement, appeal, compromise, withdrawal, exchange with HUDA, as may be required in connection therewith including the filing of appropriate legal proceedings wherever necessary.
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For Ruhil Developers (P) Ltd.

Jay Kumar
Auth. Signatory



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11. To sign and execute all applications and other documents that may be required to secure mutation of the Developer's share in favour of the Developer in the records of all concerned authority(ies) having jurisdiction and/or connected with the said Land including but not limited to revenue, tehsil, Zileadar, Patwari, Assessor & Collector, Town & Country Planning and the like;
12. To execute all relevant booking forms, agreements or term-sheets or MOUs and sale/lease deeds in favour of prospective buyers/lessees/ associations of house/Plot owners for transfer of the Developer's share together with proportionate land, easement rights and other relevant appurtenants and rights for such price and on such terms and conditions as the Developer may think fit and expedient and to execute the relevant documents pertaining thereto.
13. To execute all relevant agreements or term-sheets or MOUs and sale/lease deeds in favour of any government authority for transfer of the Developer's share on any part of the Said Land and/ or the proportionate land for such price and on such terms and conditions as the Developer may think fit and expedient and to execute the relevant documents pertaining thereto.
14. To receive from the said purchaser (s) or lessee (s) or their heirs and assigns the price or lease money and give effective receipts and discharges for the same in its own name and to retain the money up to itself.
15. To execute any deed (other than sale deed / conveyance deed / lease deed), rectification deed and to execute any other document with any authority and to get the same registered with the registration authority.
16. To borrow money(s) from any financial and banking institutions and/ or institutions and/ or private parties by offering the Said Land as security to pay loans, other financial facilities and assistance from such persons and/ or institutions and on such terms as the developer may deem fit.
17. To issue, sign no objection certificate/ permission to mortgage in favour of financial institutions, banks etc. to enable the prospective purchasers in the proposed Project to raise housing loan and to do all act, deed and things in this regard including mortgage of land underneath the building etc.
18. To issue, sign no objection certificate/ permission to mortgage in favour of financial institutions, banks etc. to enable the prospective purchasers in the proposed project to raise housing loan and to do all act, deed and things in this regard including mortgage of land underneath the building etc.
19. On completion of the Project, to transfer and convey rights, title and interest in the Developer's share out of the Said Land, as agreed to be sold / leased to different prospective purchaser (s) / lesser (s) and to execute the relevant documents including the sale deed (s) thereof.

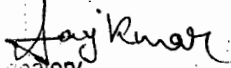
For Ruhil Developers (P) Ltd.

Gay Kumar

Gnex Realtech Pvt. Ltd.
Auth. Signatory

20. To appear on our behalf before the Registrar or Sub – Registrar or any other authority competent in this behalf, for registration of the said deeds and documents and admit the execution thereof and give acknowledgement / receipts of the said documents and to receive them back when they have been duly registered and to sign and deliver proper receipts for the same.
21. To institute, conduct, defend, compromise or abandon any legal proceeding and other matters concerning the Said Land and to appear and act on all courts, original or appellate and other Government and private offices and to sign, verify and present pleadings, complaints, written statements, appeals, reviews, revisions, cross objections, petitions for executions for withdrawal, compromises as shall be deemed to be necessary or advisable for the prosecution of the above causes in all their stages and also to retain and employ counsels, pleaders, advocates or their attorney and to sign mukhtarnamas, vakalatnamas and warrant of attorney, whenever the said attorneys shall think expedient and proper to do so.
22. To serve on the appropriate authority or person a notice requiring the purchase of all or any portion of the Developer's share or any interest therein in respect of which a right to serve such a notice may be conferred by or under any statute or agreement or on any other ground and to take such steps or proceedings including the compromise of any claim in relation to any such notice as they may think fit.
23. To warn off and prohibit and if necessary proceed against in due form of law against all trespassers on the Said Land and to take appropriate steps whether by action or otherwise to abate all nuisance.
24. To represent the executants before all government agencies such as DTCP/Municipal Corporation / Committees, Electricity Department, Telephone Department, Water Department, Sewage Department for the purpose of development of the Project on the Said Land.
25. To delegate any or all of the powers as mentioned above or any other, for or on behalf of the Land Owner, to one or more persons and to revoke such delegation of authority at pleasure. The attorney shall send written intimation by registered post to the Executant pertaining to delegation of authority in terms of this clause.
26. Generally to do all such acts, deeds and things done or caused to be done as may be necessary or expedient in connection with the Said Land or Project by the said attorneys or by any of their delegate or delegates. The attorney or its assigns shall not be entitled to do any act, deed or thing or to execute any document which directly / impliedly violate, infringes or amounts to breach of any statute, rule or guidelines. In no event shall the Executant become bound by any act of the attorney which infringes or violates any provision of law or which subsequently becomes illegal by virtue of any statute, rule or guidelines framed by any authority.

For Ruhil Developers (P) Ltd.

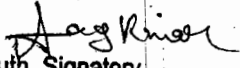
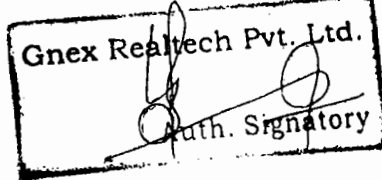

Jay Kumar
Attorney

Gnex Realtech Pvt. Ltd.


Authorized Signatory

AND WE HEREBY AGREE TO RATIFY AND CONFIRM ALL AND WHATSOEVER THE SAID DEVELOPER SHALL OR MAY LAWFULLY DO OR CAUSE TO BE DONE IN CONNECTION WITH AND BY VIRTUE OF THESE PRESENTS.

IN WITNESS WHEREOF WE HAVE HEREUNDER SET OUR HANDS ON THE SAY AND DATE FIRST HEREINABOVE MENTIONED.

Signed and delivered for and on behalf of Owner	Signed and accepted for and on behalf of Developer
For Ruhil Developers Pvt. Ltd. for Ruhil Developers (P) Ltd.  Auth. Signatory Name: Mr. Ajay Kumar Title: Authorized Signatory	For Gnex Realtech Pvt. Ltd.  Auth. Signatory Name: Mr. Yeshpal Sharma Title: Authorized Signatory
Witnesses:	

① अमृतेश नम्बरदार
वै 14/2/16



② श्रीरत S. विहम
मुक्तपुर
Ruf



अमृतेश नम्बरदार
वै 14/2/16
श्रीरत S. विहम
मुक्तपुर
Ruf

SCHEDULE - I

DESCRIPTION OF THE LAND

Ruhil Developers Pvt. Ltd.

S.No	Village	Khawat No.	Khata No.	Mustil No.	Kila No.	Rakba	Share	Total Area	Area / (Acres)	Sale Deed / Date	Zamabandhi in Years	Intkal No.		
1	Nuna Majra	352 / 11	362	22	11	7K 8M	9/80	0K 17M	0.925	5330 / 19/09/2012	2004 -2005	4355		
		359/318	370, 370/1	22	19/1	4K 3M		0K 18 M	0.1125					
					19/2	2K 13M								
					19/3	1k 4M								
		288/ 256	298, 299	22	20/1/1	0K 17M	157/824	1K 0M	0.1250					
					20/1/2	1K 2M								
		20/1/3	3K 4M											
358 / 317	369	22	12/1/1	5K 2M	7/51	0K 14M	0.0875							
2	Nuna Majra	359/318	370, 370/1	22	19/1	4K 3M	38 /365	1K 18M	0.2375	5329 / 19/09/2012	2004 - 2005	4351		
					19/2	2K 13M								
					19/3	1k 4M								
		288/ 256	298, 299	22	20/1/1	0K 17M							20/1/2	1K 2M
					20/1/3	3K 4M								
					358 / 317	369								22
		3	Nuna Majra	352 / 11	362	22							11	7K 8M
4	Nuna Majra	346/305	356	18	16	1K 13M	100	1K 13M	0.2063	7243 / 21/11/2012	2004 - 2005	4384		
5	Khedka Musalman	41/38	53	24	3	7K 11M	1 /12	2K 17M	0.3563	7870 / 13/12/2009	2004 - 2005	4384		
					4/1	3K 4M								
					6/2	3K 4M								
					7	7K 10M								
					8	4K 12m								
					9	8K 5M								
6	Nuna Majra	352 / 11	362	22	11	7K 8M	1 /40	0K 7M	0.0438	142 / 09/04/2013	2004 -2005	4446		
		359/318	370, 370/1	22	19/1	4K 3M								
					19/2	2K 13M								
					19/3	1k 4M								
358 / 317	369	22	12/1/1	5K 2M	1 /51	0K 2M	0.0125							
7	Khedka Musalman	11/8	11	18	13	7K 11M	1/7	2K 16M	0.35	558 / 26/04/2013	2009-2010	1396		
					14/1	0K 11M								
					18	7K 19M								
					19/2/1	3K 13M								
8	Nuna Majra	352 / 11	362	22	11	7K 8M	1/40	0K 4M	0.0250	862 / 07/05/2013	2004 - 2005	4459		
		359/318	370, 370/1	22	19/1	4K 3M	1/40	0K 4M	0.0250					
					19/2	2K 13M								
					19/3	1k 4M								
					20/1/1	0K 17M								

Gne
Gnex Realtech Pvt. Ltd.

Auth. Signatory

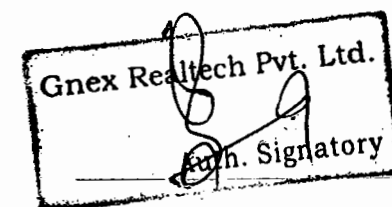
For Rumi Developers (P) Ltd.

Auth. Signatory

Gne Gnex Realtech Pvt. Ltd.
Auth. Signatory

For Ruhil Developers (P) Ltd.
Auth. Signatory

9	Nuna Majra	288/ 256	298, 299	22	20/1/2	1K 2M	21 / 824	0K 3M	0.0188	861 / 07/05/2013	2004 -2005	4458
					20/1/3	3K 4M						
		358 / 317	369	22	12/1/1	5K 2M	1/51	0K 2M	0.0125			
					20/1/1	0K 17M						
		288/ 256	298, 299	22	20/1/2	1K 2M	5 /206	0K 3M	0.0188			
					20/1/3	3K 4M						
					Total land In Acres				2.694			



For Ruhil Developers (P) Ltd.

Ray Kumar
Auth. Signatory