

4697



हरियाणा HARYANA

H 696074

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at Bahadurgarh

on this 6th day of September, 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, PLT No. D-5, 308, Avadh Complex Luxmi Nagar, Delhi (hereinafter referred to as the "DEVELOPER", represented herein through its Director/Authorized Signatory Mr. Neeraj Ruhil, duly authorized by board resolution dated 2nd September, 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 GNEX INFRABUILD PVT. LTD., a company registered under the Companies Act, 1956 and having its office 14-B First Floor Mahohar Park, Rohtak Road, New Delhi-110026 (hereinafter referred to as "LAND OWNER", through its Authorized signatory Mr. Jaibeer S/o Sh. Jai Ram duly authorized by board resolution dated 2nd September, 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 Land Owner is the sole and absolute owner of 11.594 Acres of freehold land located at Sector-36, within the revenue estate of village Khedka Musalman & Nuna Majra, Tehsil Bahadurgarh & District Jhajjar in the state of Haryana (hereinafter referred to as the "Said Land").

For GNex Infrabuild Pvt. Ltd.

Director/Authorised Signatory

Gnex Realtech Pvt. Ltd.

Auth. Signatory

Sudhir Stamp Vender

Sr. No. 8227

5 JUL 2013

प्रलेख नः 4697

दिनांक 06/09/2013

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: दयानन्द शर्मा वकील

Service Charge: 100.00 रुपये

यह प्रलेख आज दिनांक 06/09/2013 दिन शुक्रवार समय 3:17:00PM बजे श्री/श्रीमती/कुमारी M/S GNEX REALTECH Pvt. लि. द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

GNEX REALTECH Pvt. Ltd.

For GNEX REALTECH Pvt. Ltd.

Auth. Signatory

हस्ताक्षर प्रस्तुतकर्ता

Director/Authorised Signatory

उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ़

श्री M/S GNEX REALTECH Pvt Ltd. thru बजरिय नीरज रूहिल (OTHER)

उपरोक्त पेशकर्ता व श्री/श्रीमती/कुमारी बजरिय नीरज 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 औमप्रकाश नम्बरदार पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी बहादुरगढ़ व श्री/श्रीमती/कुमारी नीरज पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी विक्रम निवासी मुकन्दपुर ने की।

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

दिनांक 06/09/2013

उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ़

Land”).

- B. The Developer is a company engaged in the business of *inter alia* development and construction of immovable said Land.
- C. The Land Owner is desirous of development of their parcel of land, however, it doesn't have sufficient means and expertise to develop the projects/ land hence has approached the Developer to develop the said Land in collaboration with the Developer and to enable the Developer to obtain necessary licenses for setting up of a Residential Township on the said Land.
- D. The Land Owner, being the sole and absolute Owner and in peaceful vacant possession has approached the Developer to undertake development, promotion, construction and sale of the Plot, House, Floors, other built-up areas to be developed over the said Land to the extent of Developer's share. The Developer has represented that it is possessed of adequate funds, experience and infrastructure required for development, promotion, construction and sale 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 3** 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.
- E. 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. DEFINITIONS AND INTERPRETATION

- 1.1. **Definitions:** In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

“Agreement” means this Agreement for the development of the Said Land, together with all schedules and exhibits attached hereto;

“Architect” means the architect appointed by the Developer for the Project;

“Approval(s)” means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained/ to be obtained (including, for the avoidance of doubt, the Sanctioned Plan, and all approvals required in connection with or pursuant to the Sanctioned Plan) and/or for the commencement and completion of the development and construction of the Said Land including without limitation License, environmental clearances, change of land use, conversions, sanction of zoning/ building plans, and and/or any other permissions from any other statutory or Governmental authorities whether State or Central;

“Applicable Law” means any law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter in question, as may be in force from time to time;

“Buildings” means the buildings, structures, constructions, built-up units, houses, villas to be constructed by the Developer on the Plots in Said Land in terms of the Plans;

For GNex Infra 2022 Pvt. Ltd.
[Signature]
Director/Authorised Signatory

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

"Completion Date" means the date of execution of this Agreement, on which date actual, vacant and physical possession of the Said Land shall be delivered to the Developer by the Land Owner to enable the Developer to commence the Project;

"Confidential Information" means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

"Consideration" has the meaning ascribed to the term under Clause 4 below and may fall in any area, or land in the Project and not necessarily over the said Land;

"Development Rights" has the meaning ascribed to the term under Recital F above;

"Effective Date" means the date of execution of this Agreement as written hereinabove;

"Encumbrances" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Said Land;

"Plan" means the drawings and plan for the Plot, buildings and/or services prepared by the Developer in accordance with applicable rules, bye laws and regulations;

"POA" means the irrevocable power of attorney to be executed by Land Owner in favour of the Developer authorising the Developer to enjoy the rights and carry out the power and objective of the Agreement;

"Project" means a development of a Residential Township over the Said Land or any other land acquired in future located at Sector – 36, within the revenue estate of village Nani Majra & Khedka Musalman Tehsil – Bahadurgarh & District Jhajjar in the state of Haryana which may have Plotted Development and/or Built-up units/ Houses/ Villas/ Floors as may be decided by the Developer in accordance with rules and regulations of the authorities;

"Project Team" means the Architect, other architects including landscape architects, master planner, engineers, civil and service contractors and all other professionals and workmen as required for purposes of the Project appointed by the Developer;

"Sanctioned Plan" means the Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities;

"Specifications" mean the specifications determined and finalized by the Developer in consultation with the Architect, which may be modified or amended by the Developer in consultation with the Architect from time to time; and

"Transaction Documents" collectively means this Agreement and the POA executed in favour of the Developer.

1.2. In this Agreement, unless the context requires otherwise:

For GNex Infrabuild Pvt. Ltd.
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Director/Authorised Signatory

Gnex Realtech Pvt. Ltd.
Auth. Signatory

- 1.2.1. Reference to the singular includes a reference to the plural and vice versa;
- 1.2.2. Reference to any gender includes a reference to all other genders;
- 1.2.3. Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.4. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 1.2.5. Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, Annexure or appendix of or to this Agreement.
- 1.3. Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.4. When any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.
- 1.5. The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.6. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.7. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2. ARRANGEMENT

- 2.1. Pursuant to this Agreement, the Land Owner, hereby irrevocably, absolutely and unconditionally grant to the Developer the entire Development Rights over the Said Land on the terms and conditions contained hereunder.
- 2.2. 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 hereby represents that on or before the Completion Date 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 grants an exclusive and irrevocable right to the Developer, to enter upon the Said 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 irrevocably and exclusively permit and authorize the Developer, its agents, servants, associates and any Person claiming through or under them to enter upon the Said Land for executing and implementing the Project in accordance with this Agreement. The Land Owner shall not revoke the permission/ license so granted as the Developer will be incurring expenditure for development/ construction based on the assurances and permission granted by the Land Owner;
- (b) The Land Owner hereby agree to hand over all the antecedent documents including title deeds of the entire Said Land (including, for the avoidance of doubt, each land parcel forming part of the Said Land) to the Developer on or before the Completion Date. The Developer shall retain all the title deeds thereof, which shall include

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For GNex Infrabuild Pvt. Ltd. *[Signature]*
Director/Authorised Signatory

Gnex Reaitech Pvt. Ltd.
[Signature]
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without limitation, such further agreements to be executed between the Parties and the POA to be executed by the Land Owner.

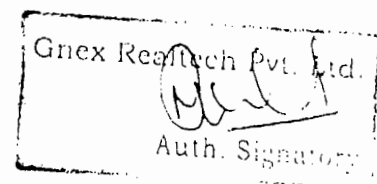
- (c) On the Completion Date, Land Owner shall execute and deliver the POA to the Developer in the format annexed herewith as Schedule - II

3. DEVELOPMENT RIGHTS

- 3.1. The Land Owner has, under this Agreement, granted the entire 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.
- 3.2. 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.
- 3.3. 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, and shall be entitled to take all decisions relating to the exercise of the Development Rights and marketing of the premises constructed on the Said Land.
 - (b) The Developer's possession of the Said Land and any member of the Project Team thereon shall be entitled to carry out full, free, uninterrupted, exclusive and irrevocable development of the Said Land or any part thereof by developing Project and / or constructing Buildings thereon pursuant to this Agreement.
 - (c) The Developer shall be free to change the nature of the development and construction without requiring the consent of the Land Owner, if the same is permissible under law.
 - (d) The Developer shall alone be entitled to determine the name of the Project the Buildings.
 - (e) The Developer shall be entitled to enter upon the Said Land or part thereof as an irrevocable right/licensee for the purpose of exercise of the its Development Rights granted hereunder.
 - (f) The Developer shall be entitled to remain in the Said Land or part thereof till the completion of the Project and the marketing of the premises.
 - (g) The Developer shall be entitled to deal with all the concerned Governmental Authorities including but not limited to DTCP, HUDA, Government of Haryana and

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For GNex Infrabuild Pvt. Ltd.

Director/Authorised Signatory



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;

- (h) The Developer shall be entitled 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.
- (i) The Developer shall be entitled 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.
- (j) The Developer shall be entitled 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.
- (k) The Developer shall be entitled 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.
- (l) The Developer shall be entitled 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 Said Land only from the Effective Date.
- (m) The Developer shall obtain full/part Completion/occupation certificate in respect of Developer's share and the Project from time to time and upon completion of the Project and the marketing of all the Developer's share.
- (n) The Developer shall enjoy full, free, uninterrupted, exclusive and irrevocable 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 said Land or any part thereof.
- (o) The Developer shall be entitled to assign the benefit, rights and obligations as contained herein (in whole or in part).
- (p) The Developer shall be entitled to execute a deed of Plot/Built-up units Buyer

For GNex IntraBuild Pvt. Ltd.
[Signature]
Director/Authorised Signatory

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[Signature]
Auth. Signatory

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.

- (q) The Developer shall not be entitled to create mortgages /charges/ encumbrances etc. of any nature whatsoever on the said Land or any part thereof / premises to be constructed on the said Land/ the development rights granted hereunder.
- (r) The Developer shall be entitled to 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.

4. CONSIDERATION

The consideration of the Land Owner granting the entire uninterrupted Development right 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 "fully developed residential plots" admeasuring 16000 sq.yrd. out of the land contributed by the Land Owner in the project and licensed by DTCP (hereinafter referred to as the "Owner's Share"). The Land Owner would get the first priority for allotment of above mentioned plots (consideration) to choose plot location / size of in proportion to its share in the project.
- b. In case the builder fails to handover fully developed plots in terms of consideration as mentioned above in 4(a), within 28 months from the effective date i.e. on or before 3 November 2015, irrespective of whether Developer is in receipt of all necessary approvals or not, the Land Owner would be at liberty either to grant more time for receiving consideration in the form of developed plots and in that case a new agreement would be executed and this agreement would stand terminated. However, in case the Land Owner is not prepared to grant more time than the Developer shall pay within 60 days, i.e. on or before 2nd January 2016, a compensation of Rs. 135 Crores per acre (One crore thirty five lakh only per acre) along with interest of 46.35% per annum compounded quarterly. For the purpose of interest computation, 03.09.2013 would be taken as the start date. And in that case if the Developer fails to pay the compensation within the time frame as specified above, this agreement would stand terminated & the developer would be liable to return back the peaceful possession of land, along with all rights & free from all liabilities. The Developer shall not be entitled to any cost or compensation for this default on its part, irrespective of whatever costs might have been incurred by the Developer in respect to this project.
- c. In any case this agreement shall terminate on 3rd Nov 2015. If there would be a requirement in terms of 4(b), a new agreement shall be executed.
- d. 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"). Any other land component, including institutional, commercial FAR etc., shall be of the Developer and be construed as the Developer's share.
- e. Notwithstanding anything contained to the contrary, 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

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For GNex Infrabuild Pvt. Ltd.
[Signature]
Director/Authorised Signatory

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[Signature]
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charges, if any, etc. from every allottee(s) of Owner's share or over the Owner's share. The Developer shall not be entitled to claim / recover the same from the Owner's share.

- f. 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.
- g. 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.

5. COST AND EXPENSES

- 5.1. 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, 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. However external development charges upto Rs. 1,00,00,000 (one crores) per acre will be paid by the developer of Land Owner share and balance cost on account of external development charges, over and above rupees one crore per acre, shall be borne equally by both the parties.
- 5.2. 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.
- 5.3. In case of any accident or alleged violation of any law / act in force in relation to the aforesaid project, if the Owner is ordered to attend a court or is requested or his presence is required by any other authority in this connection, he will empower the Developers to attend the court/authority concerned on his behalf and the Developer agrees to compensate the Owner fully in case any adverse order is passed or any compensation is ordered to be paid by the Owner by any court, judicial authority or any competent authority.
- 5.4. 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.

6. PLANS AND LICENSES

- 6.1. 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 all necessary applications, forms, documents for obtaining the Licenses, Approvals required to develop the Said Land.

For GNex Infra Build Pvt. Ltd.
Director/Authorised Signatory

Gnex Realestate Pvt. Ltd.
Auth. Signatory

7. POWERS OF ATTORNEY

- 7.1. 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. In addition, the Land Owner shall sign and execute such other documents, papers and other agreement(s), application(s), powers of attorney that may be required by the Developer for undertaking the Project. 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. The Parties shall co-operate with each other in the completion and mutual success of the development of the Said Land.
- 7.2. 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 – solely by the Developer and or their nominee(s) as the case may be.

8. TAXES

- 8.1. All taxes, rates, cesses and other public dues with respect to the Said Land due and outstanding and accrued up to the Completion Date shall be paid and discharged by the Developer. All such future taxes, charges, liabilities etc including service tax shall solely be borne by the Developer.
- 8.2. The Developer shall solely be liable for any / all Income Tax Liability arising out of this agreement upon the land owner either in the form of capital gains or business income or income in any other shape / form.
- 8.3. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of the POA and this Agreement shall be borne solely by the Developer.

9. AGREEMENTS WITH LESSEES AND PURCHASERS

- 9.1. 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. However, the Developer can enter into such agreements only after giving possession of Land to the owner in respect of Owner's Share or complete compensation as agreed through this agreement. 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 and the Land Owner shall not raise any objection in this regard.
- 9.2. Without prejudice to the POA, Land Owner shall provide such 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 9.1 above. The Land Owner further agrees 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.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 10.1. The Land Owner hereby represents warrants and declares, to the best of its knowledge, to the Developer (as on the Effective Date) that:
- (a) The Land Owner is in actual, absolute, lawful, physical, peaceful and vacant possession of each and every part of the Said Land.
- (b) The title of the Land Owner to the Said Land or any part thereof is clear and marketable and free from all Encumbrances whatsoever and is also free from all reasonable doubts.

- (c) The description of Said Land provided in Schedule II is true, complete and accurate and not misleading in any respect.
- (d) There is no lis-pendens, litigation & proceedings other than stated herein, attachment, claims, demand, acquisition, reservation, prohibitory order, set-back, notice of any nature whatsoever in or upon the Said Land or any part thereof within the knowledge of the Land Owner;
- (e) No recovery proceedings under any law, act or statute are pending against and or with respect to the Said Land the Land Owner.
- (f) The Said Land is not a subject matter of proceedings commonly called as arrears of land revenue or like proceedings.
- (g) No part of the Said Land is subject to any matter which will materially and adversely affect the Developer's ability to use the Said Land for the Project.
- (h) The grant of Development Rights over the Said Land to the Developer in terms of this agreement is not in violation of any applicable laws /Approvals.
- (i) No person either as a co-owner, partner, tenant, or otherwise howsoever has any right, title, interest, claim or demand of any nature whatever in to or upon Said Land including by way of sale, agreement for sale, Memorandum of Understanding, power of attorney, charge (secured or unsecured), lien, mortgage, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance, or otherwise howsoever;
- (j) The Land Owner has not done any act of commission or omission whereby its right, title and interest in the Said Land or any part thereof is in any manner prejudicially affected;
- (k) The Land Owner does not have nor shall acquire further land in the Sector, vicinity of the Project either in his own name or in the names of his relatives or in the name of anyone to whom funds have been provided by the Land Owner or in the name of a company in which the Land Owner may have been or is Director or owns any share in it;
- (l) That Land Owner further undertakes to cooperate with the Developer and its associates in acquiring left-out portions within the Project Land or any portion adjoining the Project Land for expansion of the Project. The Land Owner specifically agrees, states, undertakes, represents, warrants that the consideration (Owner's share) agreed herein shall not be disclosed to any third party.

10.2 Each warranty shall be separate and independent and (except as expressly otherwise provided) no warranty shall be limited by reference to any other warranty.

10.3 Before entering into this agreement, the Developer, on its part has examined all documents related to the land and also completed all due-diligence related to the land as represented, warranted or declared above by the land owner. The Developer is entering into this agreement only after being fully satisfied in terms of above.

11. NAME OF THE PROJECT, PUBLICITY, SIGNAGE AND MAINTENANCE

11.1. The Developer shall be entitled to name the Project and modify the same at its sole discretion and shall be entitled to appoint a maintenance agency to undertake the maintenance of the project till the time the project/ colony is handed over to RWA/ appropriate Govt. The Land Owner's and their Allottee(s) shall be liable to make payment of all the maintenance charges, club utility charges to such Maintenance Agency or the RWA as the case may be.

11.2. The Developer shall be entitled to erect sign board(s) in the Said Land advertising for sale and

10 of 22
For GNex Infrabuild Pvt. Ltd. *[Signature]*
Director/Authorised Signatory

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

disposal of the plot/ built areas in the Said Project and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchasers and otherwise market the Project in any manner howsoever.

11.3. It is a specific term and condition of this Agreement that:

- (a) The name and/or identification numbers given to the Plots, Buildings or portions thereof shall be displayed in a manner as may be decided by the Developer at its sole discretion;
- (b) No signboard, hoarding or any other logo or sign shall be put up by the Land Owner to the Buildings on the exterior of the Buildings or on the outer walls of the Buildings;
- (c) The Land Owner shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Project/ Buildings nor do anything which may cause nuisance or obstruction or hindrance to the third party purchasers of the units of the Project.

12. OBLIGATION OF THE PARTIES

12.1. 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 but not limited to those relating to the execution of sale/lease deeds and other documentation in favour of the prospective purchasers and/or lessees.
- (b) The Land Owner shall duly comply with their obligations hereunder so that the Parties procure adequate value for the Project.
- (c) The Land Owner shall give all documents and certificates that may be required to be given to the Developer, if any, in respect of the Project, in a timely manner. If no communication is made by the Land Owner within two weeks from the date the request is made from the Developer, such approval shall be deemed to have been given/dispensed with and Land Owner shall have no right to refuse the same and shall have no comments/suggestions as the case may be and the Developer shall be entitled to proceed with the relevant matter as though the approval of the Land Owner was given.
- (d) The Land Owner shall upon execution of this Agreement and/or the POA, not do any act or deed that may have the effect of canceling or revoking this Agreement and/or the POA, or in any manner prejudicing or affecting the power/ authority vested in the Developer.
- (e) Without prejudice to the authority vested in the Developer under the POA and this agreement, the Land Owner shall, if required, execute such documents and do such further acts as may be necessary for effectively conveying the Developer's share out of the Said Land so as to render the Developer to transfer the Developer's share and to enable the Developer to raise loans and obtain other facilities by offering the land as security or to enable the Developer to enjoy the benefits and rights vested in the Developer herein. However, the cost incurred of such transfer shall entirely be borne

11 of 22
For GNex Infra Build Pvt. Ltd.
Jarbeer
Director/Authorised Signatory

GNex Realty Pvt. Ltd.
[Signature]
Auth. Signatory

by the Developer.

- (f) The Land Owner shall extend all support and co-operation, so that the Project is developed and implemented in compliance with the Applicable Law.
- (g) 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.
- (h) 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.

12.2. Obligations of the Developer

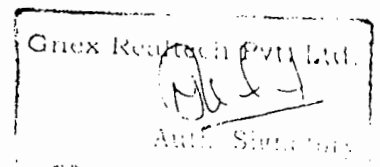
- (a) The Developer shall be responsible for development of the Project at its sole discretion and at its cost and expense in conformity with applicable laws and regulations.
- (b) All facilities and amenities in the Project shall be provided by the Developer.
- (c) The Developer shall be free to modify, if permitted under law, the drawings and the Specifications or make alterations from time to time, but not after allotment. The Developer shall also be entitled to prepare plans for the development of the Said Land as they deem fit.
- (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, but not after allotment.
- (d) The Developer shall be entirely responsible for the development of the Said Land and shall accordingly be entitled to appoint the Project Team.
- (e) 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.

13. NOTICES

- 13.1. 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.

For GNex Infra Build Pvt. Ltd.

Director/Authorised Signatory



- 13.2. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

14. CONFIDENTIALITY

- 14.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- (b) is disclosed with the consent of the Party who supplied the information; or
- (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

15. GOVERNING LAW AND JURISDICTION

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

16. DISPUTE RESOLUTION

- 16.1. 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 Delhi / New Delhi in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such dispute shall be referred to sole arbitration of two arbitrators, one to be appointed by each party. The language of the arbitration shall be English. The arbitrators shall appoint an umpire before entering upon the reference. The parties would cooperate and lead evidence etc with the arbitrators and if one of the parties does not cooperate or remains absent at the reference, the arbitrators or the umpire would be at liberty to proceed ex-parte. The fees of the arbitrator appointed by a party shall be borne by the party, so appointing and the fees of the umpire and other arbitration expenses shall be borne equally by the parties. No action can be taken under this agreement for enforcement of any right without resorting to arbitration under this clause.
- 16.2. 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.
- 16.3. All disputes related to this agreement including specific performance shall be resolved through arbitration only as described in 16.1 & 16.2 above. However, if both the parties mutually agree the specific performance may also be sought through appropriate Civil Court

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For GNex IntraBuild Pvt. Ltd.
Jarben
Director/Authorised Signatory

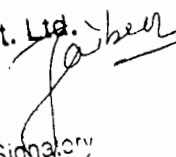
GNex Realty Pvt. Ltd.
[Signature]
Auth. Signatory

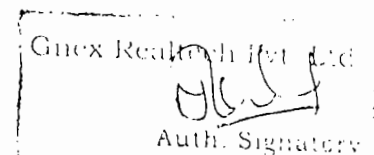
in Bahadurgarh.

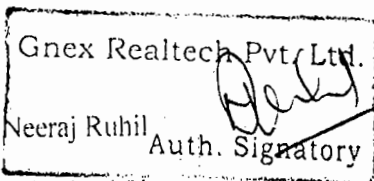
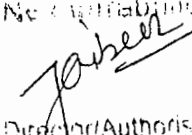
17. MISCELLANEOUS

- 17.1. **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 17.2. **Time:** Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 17.3. **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.
- 17.4. **Counterparts:** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and all the Party jointly may execute this Agreement by signing any one or more of such originals or counterparts.
- 17.5. **Variation:** No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.
- 17.6. **Assignment:** No rights or liabilities under this Agreement shall be assigned by Land Owner. Notwithstanding anything contained to the contrary, the Developer shall have the right to assign all and/or any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Article, it is clarified that such an assignment shall not require any consent from the Land Owner and/ or the Land Owner shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Developer for giving effect to such an assignment.
- 17.7. **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 17.8. **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 17.9. **Costs:** The Developer shall bear the costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement.
- 17.10. **Supersession:** Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement prior to execution of this agreement.

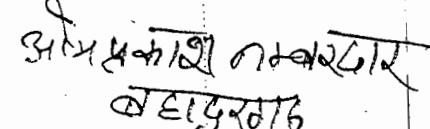

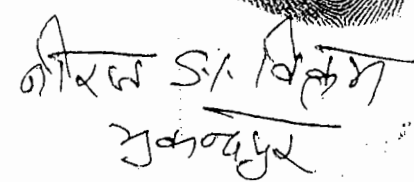

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN IN THE PRESENCE OF FOLLOWING AMONGST OTHER WITNESSES.

For GNex Infrabuild Pvt. Ltd. 
14 of 22
Director/Authorised Signatory



Signed and delivered for and on behalf of Developer	Signed and delivered for and on behalf of Owner
For Gnex Realtech Pvt. Ltd.	For Gnex Infrabuild Pvt. Ltd.
 Name: Neeraj Ruhil Auth. Signatory Title: Authorized Signatory	 Director/Authorised Signatory Name: Mr. Jaibeer Title: Authorized Signatory

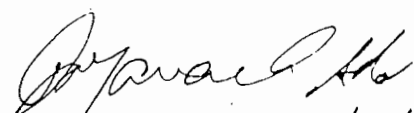
Witnesses:

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Gnex Realtech Pvt. Ltd.

Auth. Signatory

Drafted by


Dayanand Sharma 06/08/13
Advocate
Civil Court Bahadurgarh
Distt Jharkhand

Reg. No. 4697 Reg. Year 2013-2014 Book No. 1



GNext Realtech Pvt. Ltd.

दावेदार

गवाह

अधिकृत
अधिकृत नगरपालिका

Auth. Signatory

For GNex Infrabuild Pvt. Ltd.

अधिकृत

अधिकृत अधिकृत

Director/Authorised Signatory

अधिकृत 1:- ओम्प्रकाश नारायण

अधिकृत 2:- नीरज

प्रमाण-पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,697 आज दिनांक 06/09/2013 को बही न: 1 जिल्द न: 289 के पृष्ठ न: 102 पर पंजीकृत किया गया तथा इसकी एक प्रति अतिरिक्त बही सख्या 1 जिल्द न: 718 के पृष्ठ संख्या 10 से 14 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाह ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 06/09/2013

उप/संयुक्त पंजीयन अधिकारी
बहादुरगढ़

SCHEDULE - I												
DESCRIPTION OF THE SAID LAND												
GNEX INFRABUILD 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	Khedka Musalman	29/26	40	18	5/2 min (west, south)	1K 17M	100	14K 19M	1.86875	7030 / 12/11/2012	2009 - 2010	1376
					16	6K 2M						
					24/3	4K 0M						
					25	3K 0M						
2	Nuna Majra	397/354	408	47	8/1	4K 8M	100	8K 18M	1.1125	7032 / 12/11/2012	2004 - 2005	4380
					13/2	4K 10M						
					8/2	0K 4M	1/2	0K 2M	0.0125			
					9/1/1	0K 1M						
					275 min	18/1/2	100	0K 17M	0.1063			
3	Nuna Majra	146	149	18	17	7K 7M	11/36	4K 14M	0.5875	7033 / 12/11/2012	2004 - 2005	4381
		406 / 363	417	22	24	8K 0M		2K 9M	0.3063			
					4	8K 0M						
4	Khedka Musalman	53/50	67	18	20/1	5K 10M	100	5K 10M	0.6875	7042 / 15/11/2012	2009 - 2010	1377
5	Nuna Majra	144/126	148	18	25	6K 19M	100	6K 19M	0.8688	7039 / 15/11/2012	2004 - 2005	4382
6	Nuna Majra	362/321	373	22	24/2	7K 19M	100	7K 19M	0.9938	7079 / 16/11/2012	2004 - 2005	4383
				39	3	7K 11M	100	7K 11M	0.9438			
7	Nuna Majra	317 / 279	327	39	8	8K 0M	100	17K 2M	2.1375	1051 / 13/05/2013	2004 - 2005	4462
					9/2	7K 2M						
					13/1	2K 0M						
8	Nuna Majra	363 / 322	374	39	25	8K 0M	100	8K 0M	1	2613 / 2/7/2013	2004 - 2005	
9	Nuna Majra	18/15	21	22	12/2	2K 4M	1/3	4K 2M	0.5125	3626 / 02/008/2013	2004 - 2005	
					13	7K 12 M						
					18/1	2K 11 M						
10	Nuna Majra	18 / 15	21	22	12 / 2	2 K 4M	1/5	2K 9M	0.30625	3631 / 02/08/2013	2004 - 2005	
					13	7K 12 M						
					18 / 1	2K 11 M						
11	Nuna Majra	18 / 15	21	22	12/2	2K 4M	1/24	0K 10M	0.0625	3687 / 06/08/2013	2004 - 2005	
					13	7K 12 M						
					18/1	2K 11						
12	Nuna Majra	18 / 15	21	22	12/2	2K 4M	1/12	0K 10M	0.0833	3698 / 14/08/2013	2004 - 2005	
					13	7K 12 M						
					18/1	2K 11 M						
For GNEX Infrabuild Pvt Ltd								11.594				

Gnex Realtech Pvt. Ltd.

Auth

Director/Authorised Signatory



हरियाणा HARYANA

H 696075

SCHEDULE-II

FORM OF

POWER OF ATTORNEY

This Power of Attorney is made and executed at Bahadurgarh, Jhajjar, Haryana on this 6th day of September, 2013

TO ALL TO WHOM these presents shall come We, M/S GNEX INFRABUILD PVT. LTD. a company registered under the Companies Act, 1956 and having its registered office at 14-B 1st Floor Manohar Park, Rohtak Road, New Delhi-110026 represented through its Authorized signatory Mr. Jaibeer S/o Sh. Jai Ram duly authorized by board resolution dated 2nd September, 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: WE have entered into a Collaboration Agreement dated 6th September 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, PLT No. D-5, 308, Avadh Complex Luxmi 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

For GNex Infrabuild Pvt. Ltd.

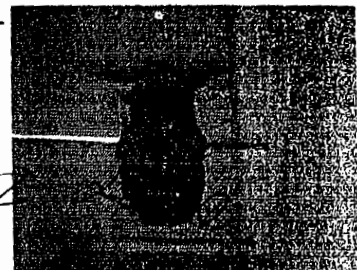
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Director/Authorised Signatory

Gnex Realtech Pvt. Ltd.

Auth. Signatory

JAIBERR



S. P. A.

Subscribed P. L. S. 002

Bahadurgarh (H.P.)

Copy Sent by P. L. S.



Affidavit Attestation
Sl. No. 7226
Sudhir Stamp Vender

- 5 JUL 2013

File No: 20490

Date: 06/09/2013

Land (more specifically shown in **Schedule I** attached herewith) exclusively to the Developer. WE recognize that the Developer requires enabling powers to perform its functions and/or obligations under the Agreement.

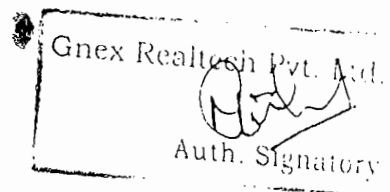
WE are desirous of executing in favour of the Developer this power of attorney in consideration of the obligations undertaken by the Developer under the Agreement authorizing the Developer to deal with the said Land /Project and exercise all rights in respect thereof, which we hereby do in the manner 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 Block-D, Pl I No. D-5, 308, Avadh Complex Luxmi Nagar, Delhi (herein referred to as the Company and/or attorney) through its Director – Mr. Neeraj Ruhil S/o Sh. Jaswant Singh 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 11.594 Acres situated at Village – Nanu 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 Director – Mr. Neeraj Ruhil 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, approvals, 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 plan, 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

For GNex Infrabuild Pvt. Ltd. 18 of 22


Director/Authorised Signatory



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 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 perfect the title to the Said Land (if any defect is found therein) by making such legal 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.
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 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.
14. 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.
15. On completion of the Project & after handing over the Land owner's share or compensation (as applicable) to Land Owner, 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) or lesser (s) and to execute the relevant documents including the sale deed (s) thereof.

For GNex Infrabuild Pvt. Ltd.

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Director/Authorised Signatory

For P.T. Ltd.

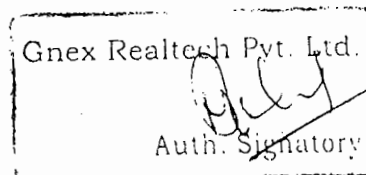
Director/Authorised Signatory

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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 GNex Infrabuild Pvt. Ltd.



Director/Authorised 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

For Gnex Infrabuild Pvt. Ltd.

For GNex Infrabuild Pvt. Ltd.

Director/Authorized Signatory
Name: Mr. Jaabeer

Title: Authorized Signatory

Signed and accepted for and on behalf of Developer

For Gnex Realtech Pvt. Ltd.

Gnex Realtech Pvt. Ltd.

Name: Mr. Neeraj Ruhi Auth. Signatory

Title: Authorized Signatory

Witnesses:

① श्रीमन्महा गम्बर दार
बहादुर राव



② श्रीमन्महा गम्बर दार
बहादुर राव

Attorney: 21 of 22

Execution
Date

06-9-13

SCHEDULE - I
DESCRIPTION OF THE SAID LAND
GNEX INFRABUILD 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	Khedka Musalman	29/26	40	18	5/2 min (west, south)	1K 17M	100	14K 19M	1.86875	7030/ 12/11/2012	2009 - 2010	1376
					16	6K 2M						
					24/3	4K 0M						
					25	3K 0M						
2	Nuna Majra	397/354	408	47	8/1	4K 8M	100	8K 18M	1.1125	7032 / 12/11/2012	2004 - 2005	4380
					13/2	4K 10M	1/2	0K 2M	0.0125			
					8/2	0K 4M						
					9/1/1	0K 1M						
					---	275 min	284	47	18/1/2			
3	Nuna Majra	146	149	18	17	7K 7M	11/36	4K 14M	0.5875	7033 / 12/11/2012	2004 - 2005	4381
		406 / 363	417	22	24	8K 0M		2K 9M	0.3063			
					4	8K 0M						
4	Khedka Musalman	53/50	67	18	20/1	5K 10M	100	5K 10M	0.6875	7042 / 15/11/2012	2009 - 2010	1377
5	Nuna Majra	144/126	148	18	25	6K 19M	100	6K 19M	0.8688	7039 / 15/11/2012	2004 - 2005	4382
6	Nuna Majra	362/321	373	22	24/2	7K 19M	100	7K 19M	0.9938	7079 / 16/11/2012	2004 - 2005	4383
				39	3	7K 11M	100	7K 11M	0.9438			
7	Nuna Majra	317 / 279	327	39	8	8K 0M	100	17K 2M	2.1375	1051 / 13/05/2013	2004 - 2005	4462
					9/2	7K 2M						
					13/1	2K 0M						
8	Nuna Majra	363 / 322	374	39	25	8K 0M	100	8K 0M	1	2613 / 2/7/2013	2004 - 2005	
9	Nuna Majra	18/15	21	22	12/2	2K 4M	1/3	4 K 2M	0.5125	3626 / 02/008/2013	2004 - 2005	
					13	7K 12 M						
					18/1	2K 11 M						
10	Nuna Majra	18 / 15	21	22	12/2	2 K 4M	1/5	2K 9M	0.30625	3631 / 02/08/2013	2004 - 2005	
					13	7K 12 M						
					18 / 1	2K 11 M						
11	Nuna Majra	18 / 15	21	22	12/2	2K 4M	1/24	0K 10M	0.0625	3687 / 06/08/2013	2004 - 2005	
					13	7K 12 M						
					18/1	2 K 11						
12	Nuna Majra	18 / 15	21	22	12/2	2K 4M	1/100	0K 14M	0.0875	3938 / 14/08/2013	2004 - 2005	
					13	7K 12 M						
					18/1	2K 11 M						
Total land in Acres									11.594			

For GNex Infrabuild Pvt. Ltd.

GNex Infrabuild Pvt. Ltd.

Gnex Realtech Pvt. Ltd.

For GNEX Infrabuild Pvt. Ltd.

Auth. Signatory

Director/Authorised Signatory

4696



हरियाणा HARYANA

H 696069

COLLABORATION AGREEMENT

This Collaboration Agreement is made and executed at Bahadurgarh

on this 6th day of September, 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, PLT No. D-5, 308, Avadh Complex Luxmi Nagar, Delhi (hereinafter referred to as the "DEVELOPER", represented herein through its Director/Authorized Signatory Mr. Neeraj Ruhil, duly authorized by board resolution dated 2nd September, 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 GNEX BUILDTECH PVT. LTD. a company registered under the Companies Act, 1956 and having its office at 14-B First Floor Manohar Park, Rohtak Road, New Delhi-110026 (hereinafter referred to as "LAND OWNER", through its Authorized signatory Mr. Jaibeer S/o Sh. Jai Ram, duly authorized by board resolution dated 2nd September, 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 Land Owner is the sole and absolute owner of 4.8064 Acres of freehold land located at Sector-36, within the revenue estate of village Nuna Majra, Tehsil Bahadurgarh & District Jhajjar in the state of Haryana (hereinafter referred to as the "Said Land").

Gnex Buildtech Pvt. Ltd.

Director/ Auth. Signatory

Gnex Realtech Pvt. Ltd.

Auth. Signatory

உயர்நீதி

प्रश्न: १. यदि $\frac{a}{b} = \frac{c}{d}$ हो, तो $\frac{a+c}{b+d}$ का मान ज्ञात करें।

[illegible][illegible]

७. अथ नमो भगवते वासुदेवाय अथ नमो भगवते वासुदेवाय अथ नमो भगवते वासुदेवाय ॥

[illegible]

प्रस्तावित प्रलेख के तथ्यों को दोनो पक्षों ने सुनकर

SM CONEX REALTECH PVT. LTD. थ्रु वॉरंटी-नीत रुहितेना (OTHER)

உள்ளிப்பாடு

124031E 000000 / 00

Director/Aut. Signatory

Handwritten signature: *Robert*
 Printed text: **Robert Bullough Pte. Ltd.**

॥ गंगा नदी ॥ प्रसिद्ध हिंदू धर्मग्रंथ ॥ श्रीगणेशाय नमः ॥ श्रीगुरुभ्यो नमः ॥ श्रीशिवाय नमः ॥ श्रीब्रह्माय नमः ॥ श्रीविष्णवे नमः ॥ श्रीकृष्णे नमः ॥

पत्र संख्या: 06/09/2013 दिनांक 06/09/2013 समय 3:14:00PM बजे श्री/श्रीमती/कृपाती M/S GNEX REALTECH Pvt

Service Charge: 100.00 रु

Major John Joseph G. Murphy

[illegible]

06/09/2013

969t : 2. 10/2/2

Handwritten: *Case 8234*
 Stamp: **Sudhir Stamp Vonder**
 ST. No. 8234
 - 5 OCT 2013
 Bahadurganj (Hr.)

- B. The Developer is a company engaged in the business of *inter alia* development and construction of immovable said Land.
- C. The Land Owner is desirous of development of their parcel of land, however, it doesn't have sufficient means and expertise to develop the projects/ land hence has approached the Developer to develop the said Land in collaboration with the Developer and to enable the Developer to obtain necessary licenses for setting up of a Residential Township on the said Land.
- D. The Land Owner, being the sole and absolute Owner and in peaceful vacant possession has approached the Developer to undertake development, promotion, construction and sale of the Plot, House, Floors, other built-up areas to be developed over the said Land to the extent of Developer's share. The Developer has represented that it is possessed of adequate funds, experience and infrastructure required for development, promotion, construction and sale 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 3 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 DGTC.
- E. 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. DEFINITIONS AND INTERPRETATION

- 1.1. **Definitions:** In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"Agreement" means this Agreement for the development of the Said Land, together with all schedules and exhibits attached hereto;

"Architect" means the architect appointed by the Developer for the Project;

"Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates obtained/ to be obtained (including, for the avoidance of doubt, the Sanctioned Plan, and all approvals required in connection with or pursuant to the Sanctioned Plan) and/or for the commencement and completion of the development and construction of the Said Land including without limitation License, environmental clearances, change of land use, conversions, sanction of zoning/ building plans, and and/or any other permissions from any other statutory or Governmental authorities whether State or Central;

"Applicable Law" means any law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, permit or decision of any central, state or local government, authority, agency, court or other body having jurisdiction over the matter in question, as may be in force from time to time;

"Buildings" means the buildings, structures, constructions, built-up units, houses, villas to be constructed by the Developer on the Plots in Said Land in terms of the Plans;

"Completion Date" means the date of execution of this Agreement, on which date actual

2 of 22
for Gnex Build - 45500 Ltd.
Jasbir
Director/Auth. Signatory

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

vacant and physical possession of the Said Land shall be delivered to the Developer by the Land Owner to enable the Developer to commence the Project;

"Confidential Information" means all non-public information that this Agreement or a Party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential and it includes, without limitation, the terms and conditions of this Agreement, information relating to the financial and accounting books and records, marketing or promotion, business policies or practices, customers, potential customers or suppliers of information, trade secrets, source codes, documentation, technology, or information received from others that a Party is obligated to treat as confidential;

"Consideration" has the meaning ascribed to the term under Clause 4 below and may fall in any area, or land in the Project and not necessarily over the said Land;

"Development Rights" has the meaning ascribed to the term under Recital F above;

"Effective Date" means the date of execution of this Agreement as written hereinabove;

"Encumbrances" means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Said Land;

"Plan" means the drawings and plan for the Plot, buildings and/or services prepared by the Developer in accordance with applicable rules, bye laws and regulations;

"POA" means the irrevocable power of attorney to be executed by Land Owner in favour of the Developer authorising the Developer to enjoy the rights and carry out the power and objective of the Agreement;

"Project" means a development of a Residential Township over the Said Land or any other land acquired in future located at Sector – 36, within the revenue estate of Village Nuna Majra Tehsil – Bahadurgarh & District Jhajjar in the state of Haryana which may have Plotted Development and/or Built-up units/ Houses/ Villas/ Floors as may be decided by the Developer in accordance with rules and regulations of the authorities;

"Project Team" means the Architect, other architects including landscape architects, master planner, engineers, civil and service contractors and all other professionals and workmen as required for purposes of the Project appointed by the Developer;

"Sanctioned Plan" means the Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities;

"Specifications" mean the specifications determined and finalized by the Developer in consultation with the Architect, which may be modified or amended by the Developer in consultation with the Architect from time to time; and

"Transaction Documents" collectively means this Agreement and the POA executed in favour of the Developer.

1.2. In this Agreement, unless the context requires otherwise:

1.2.1. Reference to the singular includes a reference to the plural and vice versa;

13-07-22

Jabeer
Director / J. n. Signatory

Griex Realtech Pvt Ltd
[Signature]
Auth. Signatory

- 1.2.2. Reference to any gender includes a reference to all other genders;
- 1.2.3. Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.4. Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
- 1.2.5. Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, Annexure or appendix of or to this Agreement.
- 1.3. Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.4. When any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.
- 1.5. The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.6. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.
- 1.7. Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2. ARRANGEMENT

- 2.1. Pursuant to this Agreement, the Land Owner, hereby irrevocably, absolutely and unconditionally grant to the Developer the entire Development Rights over the Said Land on the terms and conditions contained hereunder.
- 2.2. 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 hereby represents that on or before the Completion Date 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 grants an exclusive and irrevocable right to the Developer, to enter upon the Said 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 irrevocably and exclusively permit and authorize the Developer, its agents, servants, associates and any Person claiming through or under them to enter upon the Said Land for executing and implementing the Project in accordance with this Agreement. The Land Owner shall not revoke the permission/ license so granted as the Developer will be incurring expenditure for development / construction, based on the assurances and permission granted by the Land Owner;
- (b) The Land Owner hereby agree to hand over all the antecedent documents including title deeds of the entire Said Land (including, for the avoidance of doubt, each land parcel forming part of the Said Land) to the Developer on or before the Completion Date. The Developer shall retain all the title deeds thereof, which shall include without limitation, such further agreements to be executed between the Parties and the

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for Gnex Buildtech Pvt. Ltd.
Director/Auth. Signature

Gnex Realtech Pvt. Ltd.
Auth. Signatory

POA to be executed by the Land Owner.

- (c) On the Completion Date, Land Owner shall execute and deliver the POA to the Developer in the format annexed herewith as Schedule - II

3. DEVELOPMENT RIGHTS

- 3.1. The Land Owner has, under this Agreement, granted the entire 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.
- 3.2. 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.
- 3.3. 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 and shall be entitled to take all decisions relating to the exercise of the Development Rights and marketing of the premises constructed on the Said Land.
- (b) The Developer's possession of the Said Land and any member of the Project Team thereon shall be entitled to carry out full, free, uninterrupted, exclusive and irrevocable development of the Said Land or any part thereof by developing Project and/or constructing Buildings thereon pursuant to this Agreement.
- (c) The Developer shall be free to change the nature of the development and construction without requiring the consent of the Land Owner, if the same is permissible under law.
- (d) The Developer shall alone be entitled to determine the name of the Project the Buildings.
- (e) The Developer shall be entitled to enter upon the Said Land or part thereof as an irrevocable right/licensee for the purpose of exercise of the its Development Rights granted hereunder.
- (f) The Developer shall be entitled to remain in the Said Land or part thereof till the completion of the Project and the marketing of the premises.
- (g) The Developer shall be entitled 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

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for Gnex Buildtech Pvt. Ltd.
Director/ Auth. Signatory

Gnex Realtech Pvt. Ltd.
Auth. Signatory

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.

- (h) The Developer shall be entitled 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.
- (i) The Developer shall be entitled 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.
- (j) The Developer shall be entitled 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.
- (k) The Developer shall be entitled 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.
- (l) The Developer shall be entitled 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 Said Land only from the Effective Date.
- (m) The Developer shall obtain full/part Completion/occupation certificate in respect of Developer's share and the Project from time to time and upon completion of the Project and the marketing of all the Developer's share.
- (n) The Developer shall enjoy full, free, uninterrupted, exclusive and irrevocable 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 said Land or any part thereof.
- (o) The Developer shall be entitled to assign the benefit, rights and obligations as contained herein (in whole or in part).
- (p) The Developer shall be entitled to execute a deed of Plot/Built-up units Buyer Agreements and/or other documents of transfer, deeds, writings of transfer as may be

6 of 22
For Once submitted to the
Director/Deputy Director
Jalbeer

Director/Deputy Director
H. L. S.
Secretary

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.

- (q) The Developer shall not be entitled to create mortgages /charges/ encumbrances etc. of any nature whatsoever on the said Land or any part thereof / premises to be constructed on the said Land/ the development rights granted hereunder.
- (r) The Developer shall be entitled to 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.

4. 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 "fully developed residential plots" admeasuring 5000 sq.yrd. out of the land contributed by the Land Owner in the project and licensed by DTCP (hereinafter referred to as the "Owner's Share"). The Land Owner would get the first priority for allotment of above mentioned plots (consideration) to choose plot location / size of in proportion to its share in the project.
- b. In case the builder fails to handover fully developed plots in terms of consideration mentioned above in 4(a), within 28 months from the effective date i.e. on or before 3rd November 2015, irrespective of whether Developer is in receipt of all necessary approvals or not, the Land Owner would be at liberty either to grant more time for receiving consideration in the form of developed plots and in that case a new agreement would be executed and this agreement would stand terminated. However, in case the Land Owner is not prepared to grant more time than the Developer shall pay within 60 days, i.e. on or before 2nd January 2016, a compensation of Rs.1.35 Crores per acre (One crore thirty five lakh only per acre) along with interest of 46.35% per annum compounded quarterly. For the purpose of interest computation 03.09.2013 would be taken as the start date. And in that case if the Developer fails to pay the compensation within the time frame as specified above, this agreement would stand terminated & the developer would be liable to return back the peaceful possession of land, along with all rights & free from all liabilities. The Developer shall not be entitled to any cost or compensation for this default on its part, irrespective of whatever costs might have been incurred by the Developer in respect to this project.
- c. In any case this agreement shall terminate on 3rd Nov 2015. If there would be a requirement in terms of 4(b), a new agreement shall be executed.
- d. 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"). Any other land component, including institutional, commercial FAR etc., shall be of the Developer and be construed as the Developer's share.
- e. Notwithstanding anything contained to the contrary, 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

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Gnex Buildtech Pvt. Ltd.
Director/Auth. Sign

Gnex Realtech Pvt. Ltd.
Auth. Signatory

share. The Developer shall not be entitled to claim / recover the same from the Owner's share.

- f. 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.
- g. 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.

5. COST AND EXPENSES

- 5.1. 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, 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. However external development charges upto Rs. 1,00,00,000 (one crores) per acre will be paid by the developer of Land Owner share and balance cost on account of external development charges, over and above rupees one crore per acre, shall be borne equally by both the parties.
- 5.2. 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.
- 5.3. In case of any accident or alleged violation of any law / act in force in relation to the aforesaid project, if the Owner is ordered to attend a court or is requested or his presence is required by any other authority in this connection, he will empower the Developers to attend the court/authority concerned on his behalf and the Developer agrees to compensate the Owner fully in case any adverse order is passed or any compensation is ordered to be paid by the Owner by any court, judicial authority or any competent authority.
- 5.4. 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.

6. PLANS AND LICENSES

- 6.1. 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 all necessary applications/ forms/ documents for obtaining the Licenses, Approvals required to develop the Said Land.

7. POWERS OF ATTORNEY

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For Gnex Buildtech Pvt. Ltd.
Director/ Auth. Signatory

Gnex

Signature
Date

7.1. Land Owner shall also execute the POA to enable the Developer to secure plans, license 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. In addition, the Land Owner shall sign and execute such other documents, papers and other agreement(s), application(s), powers of attorney that may be required by the Developer for undertaking the Project. 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. The Parties shall co-operate with each other in the completion and mutual success of the development of the Said Land.

7.2. 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 – solely by the Developer and or their nominee(s) as the case may be.

8. TAXES

8.1. All taxes, rates, cesses and other public dues with respect to the Said Land due and outstanding and accrued up to the Completion Date shall be paid and discharged by the Developer. All such future taxes, charges, liabilities etc including service tax shall solely be borne by the Developer.

8.2. The Developer shall solely be liable for any / all Income Tax Liability arising out of this agreement upon the land owner either in the form of capital gains or business income or income in any other shape / form.

8.3. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of the POA and this Agreement shall be borne solely by the Developer.

9. AGREEMENTS WITH LESSEES AND PURCHASERS

9.1. 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. However, the Developer can enter into such agreements only after giving possession of Land to the owner in respect of Owner's Share or complete compensation as agreed through this agreement. 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 and the Land Owner shall not raise any objection in this regard.

9.2. Without prejudice to the POA, Land Owner shall provide such 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 9.1 above. The Land Owner further agrees 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.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1. The Land Owner hereby represents, warrants and declares, to the best of its knowledge, to the Developer (as on the Effective Date) that:

(a) The Land Owner is in actual, absolute, lawful, physical, peaceful and vacant possession of each and every part of the Said Land.

(b) The title of the Land Owner to the Said Land or any part thereof is clear and marketable and free from all Encumbrances whatsoever and is also free from all reasonable doubts;

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For Gnex Buildtech Pvt. Ltd.

Director/Auth

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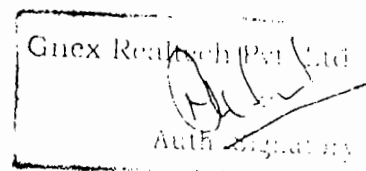
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[Signature]
Auth. Signatory

- (c) The description of Said Land provided in Schedule II is true, complete and accurate and not misleading in any respect.
- (d) There is no lis-pendens, litigation & proceedings other than stated herein, attachment, claims, demand, acquisition, reservation, prohibitory order, set-back, notice of any nature whatsoever in or upon the Said Land or any part thereof within the knowledge of the Land Owner;
- (e) No recovery proceedings under any law, act or statute are pending against and or with respect to the Said Land the Land Owner.
- (f) The Said Land is not a subject matter of proceedings commonly called as arrears of land revenue or like proceedings.
- (g) No part of the Said Land is subject to any matter which will materially and adversely affect the Developer's ability to use the Said Land for the Project.
- (h) The grant of Development Rights over the Said Land to the Developer in terms of this agreement is not in violation of any applicable laws / Approvals.
- (i) No person either as a co-owner, partner, tenant, or otherwise howsoever has any right, title, interest, claim or demand of any nature whatever in to or upon Said Land including by way of sale, agreement for sale, Memorandum of Understanding, power of attorney, charge (secured or unsecured), lien, mortgage, gift, trust, lease, sub-lease, license, tenancy, easement, Encumbrance, or otherwise howsoever;
- (j) The Land Owner has not done any act of commission or omission whereby its right, title and interest in the Said Land or any part thereof is in any manner prejudicially affected.
- (k) The Land Owner does not have nor shall acquire further land in the Sector, vicinity of the Project either in his own name or in the names of his relatives or in the name of anyone to whom funds have been provided by the Land Owner or in the name of a company in which the Land Owner may have been or is Director or owns any share in it.
- (l) That Land Owner further undertakes to cooperate with the Developer and its associates in acquiring left-out portions within the Project Land or any portion adjoining the Project Land for expansion of the Project. The Land Owner specifically agrees, states, undertakes, represents, warrants that the consideration (Owner's share) agreed herein shall not be disclosed to any third party.
- 10.2 Each warranty shall be separate and independent and (except as expressly otherwise provided) no warranty shall be limited by reference to any other warranty.
- 10.3 Before entering into this agreement, the Developer, on its part has examined all document-related to the land and also completed all due-diligence related to the land as represented, warranted or declared above by the land owner. The Developer is entering into this agreement only after being fully satisfied in terms of above.

11. NAME OF THE PROJECT, PUBLICITY, SIGNAGE AND MAINTENANCE

- 11.1. The Developer shall be entitled to name the Project and modify the same at its sole discretion, and shall be entitled to appoint a maintenance agency to undertake the maintenance of the project till the time the project/ colony is handed over to RWA/ appropriate Govt. The Land Owner's and their Allottee(s) shall be liable to make payment of all the maintenance charges- club utility charges to such Maintenance Agency or the RWA as the case may be.
- 11.2. The Developer shall be entitled to erect sign board(s) in the Said Land advertising for sale and disposal of the plot/ built areas in the Said Project and to publish advertisements in

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 not Gnex Building Pvt. Ltd.
 Director/ Auth. Sig.



newspaper(s), magazine(s), website(s) and such other media seeking prospective purchasers and otherwise market the Project in any manner howsoever.

11.3. It is a specific term and condition of this Agreement that:

- (a) The name and/or identification numbers given to the Plots, Buildings or portions thereof shall be displayed in a manner as may be decided by the Developer at its sole discretion;
- (b) No signboard, hoarding or any other logo or sign shall be put up by the Land Owner to the Buildings on the exterior of the Buildings or on the outer walls of the Buildings;
- (c) The Land Owner shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the Project/ Buildings nor do anything which may cause nuisance or obstruction or hindrance to the third party purchasers of the units of the Project.

12. OBLIGATION OF THE PARTIES

12.1. 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 but not limited to those relating to the execution of sale/lease deeds and other documentation in favour of the prospective purchasers and/or lessees.
- (b) The Land Owner shall duly comply with their obligations hereunder so that the Parties procure adequate value for the Project.
- (c) The Land Owner shall give all documents and certificates that may be required to be given to the Developer, if any, in respect of the Project, in a timely manner. If no communication is made by the Land Owner within two weeks from the date the request is made from the Developer, such approval shall be deemed to have been given/dispensed with and Land Owner shall have no right to refuse the same and shall have no comments suggestions as the case may be and the Developer shall be entitled to proceed with the relevant matter as though the approval of the Land Owner was given.
- (d) The Land Owner shall upon execution of this Agreement and/or the POA, not do any act or deed that may have the effect of canceling or revoking this Agreement and/or the POA, or in any manner prejudicing or affecting the power/ authority vested in the Developer.
- (e) Without prejudice to the authority vested in the Developer under the POA and this agreement, the Land Owner shall, if required, execute such documents and do such further acts as may be necessary for effectively conveying the Developer's share out of the Said Land so as to render the Developer to transfer the Developer's share and to enable the Developer to raise loans and obtain other facilities by offering the land as security or to enable the Developer to enjoy the benefits and rights vested in the Developer herein. However, the cost incurred of such transfer shall entirely be borne by the Developer.

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Gnex Realtors Pvt. Ltd.

Auth. Signatory

- (f) The Land Owner shall extend all support and co-operation, so that the Project is developed and implemented in compliance with the Applicable Law.
- (g) 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.
- (h) 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.

12.2. 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, but not after allotment. The Developer shall also be entitled to prepare plans for the development of the Said Land as they deem fit. (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, but not after allotment.
- (d) The Developer shall be entirely responsible for the development of the Said Land and shall accordingly be entitled to appoint the Project Team.
- (e) 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.

13. NOTICES

- 13.1. 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.
- 13.2. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid.

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Director/Auth. Signatory

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CONFIDENTIALITY

14.1. This Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any Person by any Party. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to Confidential Information. The obligations of confidentiality do not extend to information which:

- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or
- (b) is disclosed with the consent of the Party who supplied the information; or
- (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

15. GOVERNING LAW AND JURISDICTION

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

16. DISPUTE RESOLUTION

16.1. 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 Delhi / New Delhi in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such dispute shall be referred to the arbitration of two arbitrators, one to be appointed by each party. The language of the arbitration shall be English. The arbitrators shall appoint an umpire before entering upon the reference. The parties would cooperate and lead evidence etc with the arbitrators and if one of the parties does not cooperate or remains absent at the reference, the arbitrators or the umpire would be at liberty to proceed ex-parte. The fees of the arbitrator appointed by a party shall be borne by the party, so appointing and the fees of the umpire and other arbitration expenses shall be borne equally by the parties. No action can be taken under this agreement for enforcement of any right without resorting to arbitration under this clause.

16.2. 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.

16.3. All disputes related to this agreement including specific performance shall be resolved through arbitration only as described in 16.1 & 16.2 above. However, if both the parties mutually agree the specific performance may also be sought through appropriate Civil Court in Bahadurgarh.

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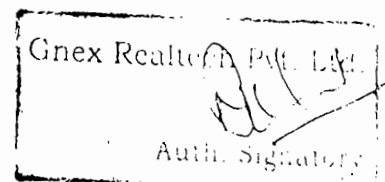
Director/Authorized Signatory

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Pvt. Ltd.
 Signature

17. MISCELLANEOUS

- 17.1. **No Partnership:** Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 17.2. **Time:** Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 17.3. **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.
- 17.4. **Counterparts:** This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and all the Party jointly may execute this Agreement by signing any one or more of such originals or counterparts.
- 17.5. **Variation:** No variation of this Agreement (including its Annexures and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.
- 17.6. **Assignment:** No rights or liabilities under this Agreement shall be assigned by Land Owner. Notwithstanding anything contained to the contrary, the Developer shall have the right to assign all and/or any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Article, it is clarified that such an assignment shall not require any consent from the Land Owner and/ or the Land Owner shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Developer for giving effect to such an assignment.
- 17.7. **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 17.8. **Severability:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- 17.9. **Costs:** The Developer shall bear the costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this Agreement.
- 17.10. **Supercession:** Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supercedes any previous understanding or agreement prior to execution of this agreement.



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
<p>For Gnex Realtech Pvt. Ltd.</p> <p>Gnex Realtech Pvt. Ltd.</p> <p>Name: Neeraj Ruhil Auth. Signatory</p> <p>Title: Authorized Signatory</p>	<p>For Gnex Buildtech Pvt. Ltd.</p> <p>For Gnex Buildtech Pvt. Ltd.</p> <p>Director/Auth. Signatory</p> <p>Name: Mr. Jaibeer</p> <p>Title: Authorized Signatory</p>

Witnesses:

1. श्रीम प्रकाश गजवरदार
वेदपुरा



2. मीरन S. S. शिंदे
गजवरदार
Deaf

Drafted by

Dayanaga Sharma
 Advocate
 Civil Court Bahadurgarh
 District 16/11/11

உயர்த்து

ਪ੍ਰਭਾਤ ਵਿਸ਼ਾ ਪ੍ਰਭਾਤ / ਬਫ

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 4,696 आज दिनांक 06/09/2013 को बही नं: 1 खिले नं: 289 के पृष्ठ नं: 101 पर प्रतीकित किया गया तथा इसकी एक प्रति अधिकृत बही संख्या 1 खिले नं: 718 के पृष्ठ संख्या 5 में (9) पर लिप्यंकित होगी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज को प्रमाणिकता और जांच के माध्यम से प्रमाणित किया है।

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Director/Auth. Sign-off:

For Gnex Bulldozer Pte. Ltd.

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Book No.

Reg. No.	4696
Reg. Year	2013-2014

SCHEDULE - I												
DESCRIPTION OF THE SAID LAND												
GNEX BUILDTECH 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	330/290	340	39	20/1	7K 11M	100	7K 11M	0.9438	10973/ 19/03/2013	2004 - 2005	4436
		332/292	342	39	19/1/1 20/2	0K 9M 0K 2M	1/10	0K 1M	0.0063			
2	Nuna Majra	326/286	336	39	11	8K 0M	100	21K 2M	2.6375	10898 / 18/03/2013	2004 - 2005	4442
					12/2	1K 8M						
					13/3	4K 9M						
					19/1	7K 5M						
		332/292	342	39	19/1/1 20/2	0K 9M 0K 2M	1/2	0K 5M	0.0313			
	Nuna Majra	363 / 322	374	39	16	8 K 0 M	100	9 K - 10 M	1.1875	3849 / 12/08/2013	2004 - 2005	
		9/2/1/2		0K 7M								
3				40	37530	1K 3M						
					Total land In Acres				4.8064			

Gnex Realtech Pvt. Ltd.
Auth. Signatory

For Gnex Buildtech Pvt. Ltd
Director/Auth. Signatory

LAIBER



S. R. S.

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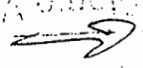
5 JUL 2013

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Affidavit & Arrestion

Such Stamp Vendor



फॉन: 20490 06/09/2013

फॉन: 20490

Land (more specifically shown in **Schedule I** attached herewith) exclusively to the Developer. WE recognize that the Developer requires enabling powers to perform its functions and/or obligations under the Agreement.

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 Block-D, PLT No D-5, 308, Avadh Complex Luxmi Nagar, Delhi (herein referred to as the Company and/or attorney) through its Director – Mr. Neeraj Ruhil S/o Sh. Jaswant Singh 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 4.8064 Acres situated at Village – Nuna Majra & 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 Director – Mr. Neeraj Ruhil 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 and make any letter, document and petition for all or any licenses, permissions, approvals, 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 plan, 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 and engage any employees, executives, contractors, architects, labour contractor, workman,

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Gnex Buildtech Pvt. Ltd.

Director/Auth Signatory

Gnex Realtech Pvt. Ltd.

Auth. Signatory

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 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 perfect the title to the Said Land (if any defect is found therein) by making such laws, 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.
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 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.
14. 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.
15. On completion of the Project & after handing over the Land owner's share or compensation (as applicable) to Land Owner, 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 or lesser (s) and to execute the relevant documents including the sale deed (s) thereof.

For Gnex Builders Pvt. Ltd.
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Director/ Auth. Signatory

Gnex Realtech Pvt. Ltd.
Auth. Signatory

16. 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.
17. 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.
18. 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.
19. To warn off and prohibit and if necessary proceed against in due form of law against trespassers on the Said Land and to take appropriate steps whether by action or otherwise to abate all nuisance.
20. 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.
21. 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.
22. 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.

x Buildtech Pvt. Ltd.


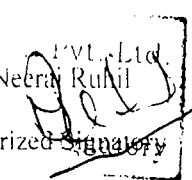
Director/Auth Signatory

Gnex Realtech Pvt. Ltd.
Auth. 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.

Leonard Sharma
Advocate
Civildomest Pachhungra
Distt. Jharkhand

Signed and delivered for and on behalf of Owner	Signed and accepted for and on behalf of Developer
For GNex Buildtech Pvt. Ltd.	For Gnex Realtech Pvt. Ltd.
 Name: Mr. Jaidev Title: Authorized Signatory	 Name: Mr. Neeraj Rutil Title: Authorized Signatory
Witnesses:	

① श्रीमती १२ नवंबर २०१६

② श्रीमान २१ नवंबर २०१६



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6-11-13

SCHEDULE - I												
DESCRIPTION OF THE SAID LAND												
GNEX BUILDTech 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	330/290	340	39	20/1	7K 11M	100	7K 11M	0.9438	10973/ 19/03/2013	2004 - 2005	4436
		332/292	342	39	19/1/1 20/2	0K 9M 0K 2M	1/10	0K 1M	0.0063			
2	Nuna Majra	326/286	336	39	11	8K 0M	100	21K 2M	2.6375	10898 / 18/03/2013	2004 - 2005	4442
					12/2	1K 8M						
					13/3	4K 9M						
					19/1	7K 5M						
					19/1/1 20/2	0K 9M 0K 2M						
		332/292	342	39			1/2	0K 5M	0.0313			
3	Nuna Majra	363 / 322	374	39	16	8 K 0 M	100	9 K - 10 M	1.1875	3849 / 12/08/2013	2004 - 2005	
				40	9/2/1/2	0 K 7M						
					37530	1K 3M						
Total land In Acres						4.8064						

Gnex Realtech Pvt. Ltd.

Auth. Signatory

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEESभारत INDIA
INDIA NON JUDICIAL

हरियाणा HARYANA

G 774688

COLLABORATION AGREEMENTThis 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 GNEX PROJECTS 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 "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 13.034375 Acres of freehold Agricultural land as per details mentioned in Schedule I of this agreement. The

Gnex Realtech Pvt. Ltd.

 Auth. Signatory

For GNEX PROJECTS PRIVATE, LIMITED

 Director/Auth. Sign.

Gnex Realtech Pvt Ltd New Delhi 2013

RAKESH SINGH

SS No. 1488

Bahadurgarh-124507 (Hd)

दिनांक 04/07/2013

प्रलेख न: 2712

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 3:10:00PM बजे श्री/श्रीमती/कुमारी M/s Gnex Realtech Pvt. Ltd thru मुद्रा/पुत्र/पुत्री/पत्नी श्री/श्रीमती/कुमारी निवासी द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

For GNEX REALTECH PRIVATE LIMITED

Raj Kumar Sharma

Director/Auth. Sign.

हस्ताक्षर प्रस्तुतकर्ता

Gnex Realtech Pvt. Ltd.

उप/संयुक्त पंजीयन अधिकारी

बहादुरगढ़

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

Signatory

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 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 पंजीयन अधिकारी

बहादुरगढ़

said pieces and parcels of land held by the Developer and the Land Owner together admeasuring approximately 17.959375 Acres are located at Sector-36, within the revenue estate of village Nuna Majra & Sarai Aurangbad and 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 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.



For GNEX PROJECTS PRIVATE LIMITED

Raj Kumar Sharma

Director/Auth. Sign.

- 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, 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

Gnex Realtch Pvt. Ltd.
Auth. Signatory

For GNEX PROJECTS PRIVATE LIMITED

Raj Kumar Sharma

Director/Auth. Sign.

fulfillment of the requisite pre-conditions mentioned above.

- (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 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 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 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.

Gnex Realtech Pvt. Ltd.

Auth. Signatory

For GNEX PROJECTS PRIVATE LIMITED

Raj Kumar Sharma
Director/Auth. Sign.

- (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, 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.



For GNEX PROJECTS PRIVATE LIMITED

Raj Kumar Sharma

Director/Auth. Sign.

- 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 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.

Gnex Realtech Pvt. Ltd.
Auth. Signatory

For GNEX PROJECTS PRIVATE LIMITED

Rajkumar Sharma
Director/Auth. Sign.

The Land Owner shall execute necessary applications/ forms/ documents for obtaining the Licenses, Approvals required to develop the Said 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 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

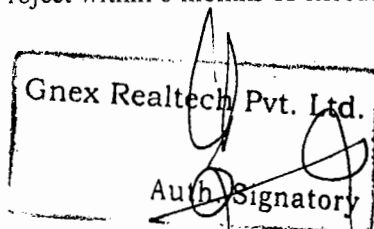
- 7.1. All taxes, rates, cesses and other public dues with respect to the Said Land due and outstanding and accrued up to the execution of this shall be paid and discharged by the Land Owner. Thereafter, all such charges, taxes over the Developer's share shall be borne by the Developer and the Land Owner 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)



For GNEX PROJECTS PRIVATE LIMITED
Ray Kumar Sharma
Director/Auth. Sign.

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 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.

Gnex Realtech Pvt. Ltd.
Auth. Signatory

For GNEX PROJECTS PRIVATE LIMITED
Raj Kumar Sharma
Director/Auth. Sign.

- 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 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.

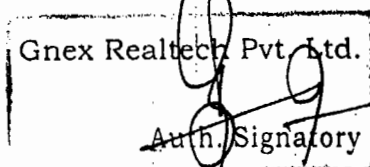
11. NOTICES

- 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



For GNEX PROJECTS PRIVATE LIMITED


Raj Kumar Sharma
Director/Auth. Sign.

- 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.

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 Gnex Projects Pvt. Ltd.
Gnex Realtech Pvt. Ltd.	For GNEX PROJECTS PRIVATE LIMITED
Name: Yeshpal Sharma	Name: Rajkumar Sharma
Title: Authorized Signatory	Title: Authorized Signatory
<i>Auth. Signatory</i>	<i>Director/Auth. Sign.</i>

Witnesses:

1. *अभिषेक कुमार*
अ. १७

2. *अ. १८*
अ. १९
अ. २०

Deputed by
Damodar
4/7/2017
KARNATAKA
CIVIL COURT

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

GNEX PROJECTS PRIVATE LIMITED
 Director Auth. Sign

Gnex Realtech Pvt. Ltd.
 Auth. Signatory

SCHEDULE - I
DESCRIPTION OF THE LAND

Gnex Projects 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	386 / 344	397	21	19/2	2K 0M	1 / 3	4K 16M	0.60	14930 / 21/03/2012	2004 - 2005	4243
					20	7K 12M						
					21/1	3K 16M						
					22/1	1K 0M						
2	Nuna Majra	231/203	240	23	4/2	5K 4M	100	22K 9M	2.80625	767 / 27/04/2012	2004 - 2005	4256
					5	8K 0M						
					6/1	6K 13M						
					6/2/1	0K 4M						
					7/1/1	2K 8M						
3	Nuna Majra	358 / 317	369	22	12/1/3	0K 8M	100	0K 8M	0.05	753 / 27/04/2012	2004 - 2005	4257
4	Khedka Musalaman	7/4	7	18	22	8K 0M	48/681	2K 8M	0.3	991 / 04/05/2012	2009 - 2010	1349
				19	11	7K 16M						
					20	8K 0M						
				20	15/2	0K 8M						
					16/1	2K 14M						
25	2/2	7K 3M										
5	Nuna Majra	200/173	207	39	21/1	5K 16M	157/162	5K 12M	0.7	3314 / 12/07/2012	2004 - 2005	4304
6	Nuna Majra	201/174	208	39	24/1	4K 2M	100	4K 2M	0.5125	3315 / 12/07/2012	2004 - 2005	4303
7	Nuna Majra	204/177	211	39	21/2	2K 4M	42/44	2K 2M	0.2625	3507 / 18/07/2012	2004 - 2005	4306
8	Sarai Aurangabad	4/4	5	24	21 min	6K 15M	100	23K 3M	2.89375	3784 / 27/07/2012	2001 - 2002	3624
				25	25 min	4K 8M						
				26	5/1	4K 8M						
				27	1 min	7K 12M						
9	Nuna Majra	352 / 11	362	22	11	7K 8M	3 / 10	2K 4M	0.275	4637 / 29/08/2012	2004 - 2005	4332
		359/318	370, 370/1	22	19/1	4K 3M		2K 8 M	0.3			
					19/2	2K 13M						
					19/3	1k 4M						
		288/ 256	298, 299	22	20/1/1	0K 17M	31/103	1K 11M	0.1938			
					20/1/2	1K 2M						
					20/1/3	3K 4M						
358 / 317	369	22	12/1/1	5K 2M	43/102	2K 3M	0.26875					

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Auth. Signatory

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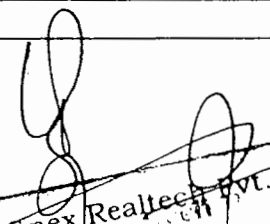
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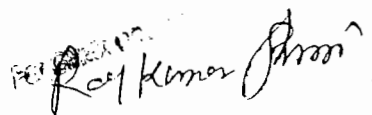
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Gnex Projects

Signature

10	Nuna Majra	340/300	350	38	4/2	4K 19M	194/1025	9K 14M	1.2125	4651 / 30/08/2012	2004 - 2005	4334
				40	5	8K 0M						
					8/2	4K 16M						
					9/1	2K 14M						
					12/2	2K 10M						
					13	8K 0M						
					18	8K 0M						
					19/1	2K 6M						
					24	8K 0M						
23/2	2K 0M											
11	Sarai Aurangabad	110 /85	128	26	5/2	3K 12M	1/3	3K 17M	0.48125	4797 / 04/09/2012	2001 - 2002	3629
				27	7	3K 18M						
					11/1	4K 0M						
12	Nuna Majra	340 / 300	350	38	4/2	4K 19M	1/4	3K 5M	0.40625	4867 / 06/09/2012	2004 - 2005	4340
					5	0K 0M						
13	Nuna Majra	328 / 288	338	39	12/1	6K 12M	100	6K 12M	0.825	5405 / 21/09/2012	2004 - 2005	4348
14	Sarai Aurangabad	227 / 184 min	291	24	20 min West , South	1K 6M	100	2K 11M	0.31875	5490 / 25/09/2012	2001 - 2002	3640
				25	16	1K 5M						
15	Nuna Majra	379 / 337	390	17	16/3	5K 0M	17/651	0K 17M	0.10625	6536 / 30/10/2012	2004 - 2005	4372
					17/2	5K 11M						
					23/1	6K 0M						
					24	8K 0M						
					25	8K 0M						
16	Nuna Majra	380 / 388	391	17	14	7K 9M	1/3	4K 1M	0.50625	6535 / 30/10/2012	2004 - 2005	4371
					15/1	1K 13M						
					16/2	0K 13M						
					17/1	2K 9M						
17	Nuna Majra	200 / 173	207	39	21/1	5K 16M	5/324	0K 2M	0.015625	385 / 18/04/2013	2004 - 2005	5452
		204 / 177	211	39	21/2	2K 4M	1/88	0K 0.5M				
					Total land In Acres			13.034375				


Gnex Realtech Pvt. Ltd.
Auth. Signatory


Raj Kumar Sharma

Gnex Realtech Pvt. Ltd.
Auth. Signatory



हरियाणा HARYANA

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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 GNEX PROJECTS 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 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

For GNEX PROJECTS PRIVATE LIMITED

Raj Kumar Sharma

Director/Auth. Sign.

Gnex Realtech Pvt. Ltd.

[Signature]
Auth. Signatory



हरियाणा सरकार

Affidavit Attestation

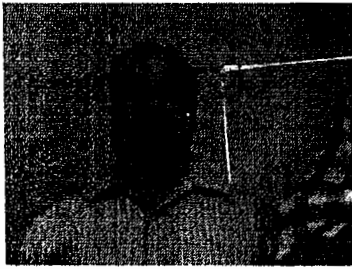
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न: 15933

तिथि: 04/07/2013

4 JUL 2013

Bahadurgarh-124507 (Hr.)



RAJ KUMAR

I hereby declare that the above mentioned

SID

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 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 13.034375 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

For GNEX PROJECTS PRIVATE LIMITED

Ray Kumar Sharma
Director/Auth. Sign.

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

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 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.

For GNEX PROJECTS PRIVATE LIMITED

Raj Kumar Jham

Director/Auth. Sign.

Gnex Realtech Pvt. Ltd.

[Signature]
Auth. Signatory

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.
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

For GNEX PROJECTS PRIVATE LIMITED

Raj Kumar Sharma
Director/Auth. Sign.

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

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 .

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 Gnex Projects Private Limited Name: Rajkumar Sharma Title: Authorized Signatory Director/Auth. Sign.	For Gnex Realtech Pvt. Ltd. Gnex Realtech Pvt. Ltd. Name: Yeshpal Sharma Title: Authorized Signatory Auth. Signatory
Witnesses:	

① श्रीमती गवर्धन
क. ४१६



② श्रीमती स. अ. अ. अ.
२० म. ४००००
Devi

4/7/2013
Ramesh Kumar
Advocate
Civil Court, 2, Badli

11-7-13

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 LIMITED
Raj Kumar Sharma
Director/Auth. Sign.

SCHEDULE - I

DESCRIPTION OF THE LAND

Gnex Projects 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	386 / 344	397	21	19/2	2K 0M	1 / 3	4K 16M	0.60	14930 / 21/03/2012	2004 - 2005	4243	
					20	7K 12M							
					21/1	3K 16M							
					22/1	1K 0M							
2	Nuna Majra	231/203	240	23	4/2	5K 4M	100	22K 9M	2.80625	767 / 27/04/2012	2004 - 2005	4256	
					5	8K 0M							
					6/1	6K 13M							
					6/2/1	0K 4M							
					7/1/1	2K 8M							
3	Nuna Majra	358 / 317	369	22	12/1/3	0K 8M	100	0K 8M	0.05	753 / 27/04/2012	2004 - 2005	4257	
4	Khedka Musalaman	7/4	7	18	22	8K 0M	48/681	2K 8M	0.3	991 / 04/05/2012	2009 - 2010	1349	
				19	11	7K 16M							
					20	8K 0M							
				20	15/2	0K 8M							
					16/1	2K 14M							
				25	2/2	7K 3M							
5	Nuna Majra	200/173	207	39	21/1	5K 16M	157/162	5K 12M	0.7	3314 / 12/07/2012	2004 - 2005	4304	
6	Nuna Majra	201/174	208	39	24/1	4K 2M	100	4K 2M	0.5125	3315 / 12/07/2012	2004 - 2005	4303	
7	Nuna Majra	204/177	211	39	21/2	2K 4M	42/44	2K 2M	0.2625	3507 / 18/07/2012	2004 - 2005	4306	
8	Sarai Aurangabad	4/4	5	24	21 min	6K 15M	100	23K 3M	2.89375	3784 / 27/07/2012	2001 - 2002	3624	
				25	25 min	4K 8M							
				26	5/1	4K 8M							
				27	1 min	7K 12M							
9	Nuna Majra	352 / 11	362	22	11	7K 8M	3 / 10	2K 4M	0.275	4637 / 29/08/2012	For Gnex Projects Private Ltd.	Director	
		359/318	370, 370/1	22	19/1	4K 3M		2K 8 M	0.3				
					19/2	2K 13M							
					19/3	1k 4M							
		288/ 256	298, 299	22	20/1/1	0K 17M	31/103	1K 11M	0.1938				
					20/1/2	1K 2M							
					20/1/3	3K 4M							
358 / 317	369	22	12/1/1	5K 2M	43/102	2K 3M	0.26875						

Gnex Realtech Pvt. Ltd.

Auth. Signatory

For Gnex Projects Private Ltd.
Director/Au

10	Nuna Majra	340/300	350	38	4/2	4K 19M	194/1025	9K 14M	1.2125	4651 / 30/08/2012	2004 - 2005	4334
				40	5	8K 0M						
					8/2	4K 16M						
					9/1	2K 14M						
					12/2	2K 10M						
					13	8K 0M						
					18	8K 0M						
					19/1	2K 6M						
24	8K 0M											
23/2	2K 0M											
11	Sarai Aurangabad	110 /85	128	26	5/2	3K 12M	1/3	3K 17M	0.48125	4797 / 04/09/2012	2001 - 2002	3629
				27	7	3K 18M						
					11/1	4K 0M						
12	Nuna Majra	340 / 300	350	38	4/2	4K 19M	1/4	3K 5M	0.40625	4867 / 06/09/2012	2004 - 2005	4340
					5	0K 0M						
13	Nuna Majra	328 / 288	338	39	12/1	6K 12M	100	6K 12M	0.825	5405 / 21/09/2012	2004 - 2005	4348
14	Sarai Aurangabad	227 / 184 min	291	24	20 min West , South	1K 6M	100	2K 11M	0.31875	5490 / 25/09/2012	2001 - 2002	3640
				25	16	1K 5M						
15	Nuna Majra	379 / 337	390	17	16/3	5K 0M	17/651	0K 17M	0.10625	6536 / 30/10/2012	2004 - 2005	4372
					17/2	5K 11M						
					23/1	6K 0M						
					24	8K 0M						
					25	8K 0M						
16	Nuna Majra	380 / 388	391	17	14	7K 9M	1/3	4K 1M	0.50625	6535 / 30/10/2012	2004 - 2005	4371
					15/1	1K 13M						
					16/2	0K 13M						
					17/1	2K 9M						
17	Nuna Majra	200 / 173	207	39	21/1	5K 16M	5/324	0K 2M	0.015625	385 / 18/04/2013	2004 - 2005	5452
		204 / 177	211	39	21/2	2K 4M	1/88	0K 0.5M				
					Total land In Acres			13.034375				

Gnex Realtech Pvt. Ltd.
Auth. Signatory

For GNEX PROJECTS PRIVATE LIMITED
Director/Auth. Sign.



हरियाणा HARYANA

H 691509

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 GNEX PROJECTS 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 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

For GNEX PROJECTS PRIVATE LIMITED

Rajkumar Sharma
Director/Auth. Sign.

Gnex Realtech Pvt. Ltd.

[Signature]
Auth. Signatory

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 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 13.034375 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

For GNEX PROJECTS PRIVATE LIMITED

Raj Kumar Sharma
Director/Auth. Sign.

Gnex Realtech Pvt. Ltd.

[Signature]
Auth. Signatory

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 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.

FOR GNEX PROJECTS PRIVATE LIMITED

Reykun Sharma

Director

Gnex Realtech Pvt. Ltd.

[Signature]
Auth. Signatory

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.
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

Redeemed -

Gnex Realtech Pvt. Ltd.

Auth. Signatory

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 .

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 Gnex Projects Pvt. Ltd. For GNEX PROJECTS PRIVATE LIMITED Name: Rajkumar Sharma Title: Authorized Signatory Director/Auth. Sign	For Gnex Realtech Pvt. Ltd. Gnex Realtech Pvt. Ltd. Name: Yeshpal Sharma Title: Authorized Signatory
Witnesses:	

① डीएम लकाशा गव्हरकार
२० व २१/६

② श्रीराम स्व. विहारी
२० गुरुनंदपुर
Dey



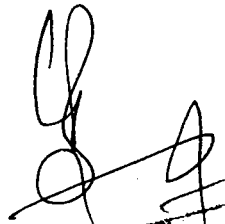
ATTESTED
Ramachandran Kumar
NOTARY PUBLIC
Adurgam, Tamil Nadu
11/7/2013

SCHEDULE - I

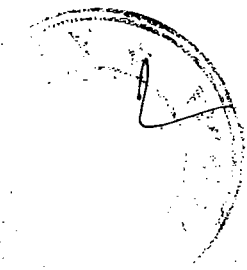
DESCRIPTION OF THE LAND

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.
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4	Nuna Majra	102 / 89 min	106	21 22	1 2 10/2 5 6/1	6K 1M 0K 9M 4K 0M 7K 9M 3K 2M	233 / 425	11K 13M	1.45625	9022 / 21/01/2013	2004 - 2005	4405
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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.
 For GNEX PROJECTS PRIVATE LIMITED
 Auth. Signatory *Raykumar*

Gnex Realtech Pvt. Ltd.
 Auth. Signatory


 14.7.2013

SCHEDULE - I													
DESCRIPTION OF THE LAND													
Gnex Projects 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.	
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					21/1	3K 16M							
					22/1	1K 0M							
2	Nuna Majra	231/203	240	23	4/2	5K 4M	100	22K 9M	2.80625	767 / 27/04/2012	2004 - 2005	4256	
					5	8K 0M							
					6/1	6K 13M							
					6/2/1	0K 4M							
					7/1/1	2K 8M							
3	Nuna Majra	358 / 317	369	22	12/1/3	0K 8M	100	0K 8M	0.05	753 / 27/04/2012	2004 - 2005	4257	
4	Khedka Musalaman	7/4	7	18	22	8K 0M	48/681	2K 8M	0.3	991 / 04/05/2012	2009 - 2010	1349	
				19	11	7K 16M							
					20	8K 0M							
				20	15/2	0K 8M							
					16/1	2K 14M							
25	2/2	7K 3M											
5	Nuna Majra	200/173	207	39	21/1	5K 16M	157/162	5K 12M	0.7	3314/ 12/07/2012	2004 - 2005	4304	
6	Nuna Majra	201/174	208	39	24/1	4K 2M	100	4K 2M	0.5125	3315 / 12/07/2012	2004 - 2005	4303	
7	Nuna Majra	204/177	211	39	21/2	2K 4M	42/44	2K 2M	0.2625	3507 / 18/07/2012	2004 - 2005	4306	
8	Sarai Aurangabad	4/4	5	24	21 min	6K 15M	100	23K 3M	2.89375	3784 / 27/07/2012	2001 - 2002	3624	
				25	25 min	4K 8M							
				26	5/1	4K 8M							
				27	1 min	7K 12M							
9	Nuna Majra	352 / 11	362	22	11	7K 8M	3 / 10	2K 4M	0.275	4637 / 29/08/2012	2004 - 2005	4332	
		359/318	370, 370/1	22	19/1	4K 3M		2K 8 M	0.3				
					19/2	2K 13M							
					19/3	1k 4M							
		288/ 256	298, 299	22	20/1/1	0K 17M	31/103	1K 11M	0.1938				
					20/1/2	1K 2M							
					20/1/3	3K 4M							
358 / 317	369	22	12/1/1	5K 2M	43/102	2K 3M	0.26875						

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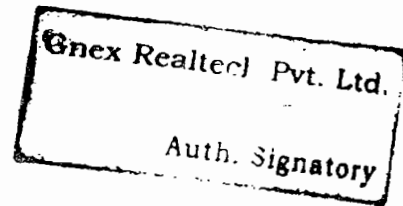
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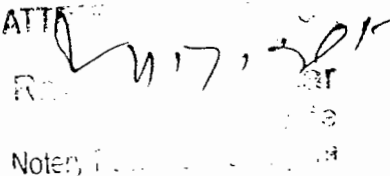
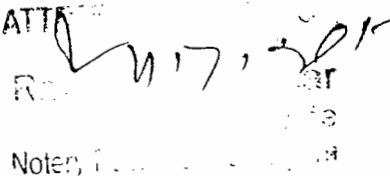
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10	Nuna Majra	340/300	350	38	4/2	4K 19M	194/1025	9K 14M	1.2125	4651 / 30/08/2012	2004 - 2005	4334
				40	5	8K 0M						
					8/2	4K 16M						
					9/1	2K 14M						
					12/2	2K 10M						
					13	8K 0M						
					18	8K 0M						
					19/1	2K 6M						
24	8K 0M											
23/2	2K 0M											
11	Sarai Aurangabad	110 /85	128	26	5/2	3K 12M	1/3	3K 17M	0.48125	4797 / 04/09/2012	2001 - 2002	3629
				7	3K 18M							
				27	11/1	4K 0M						
12	Nuna Majra	340 / 300	350	38	4/2	4K 19M	1/4	3K 5M	0.40625	4867 / 06/09/2012	2004 - 2005	4340
					5	0K 0M						
13	Nuna Majra	328 / 288	338	39	12/1	6K 12M	100	6K 12M	0.825	5405 / 21/09/2012	2004 - 2005	4348
14	Sarai Aurangabad	227 / 184 min	291	24	20 min West , South	1K 6M	100	2K 11M	0.31875	5490 / 25/09/2012	2001 - 2002	3640
				25	16	1K 5M						
15	Nuna Majra	379 / 337	390	17	16/3	5K 0M	17/651	0K 17M	0.10625	6536 / 30/10/2012	2004 - 2005	4372
					17/2	5K 11M						
					23/1	6K 0M						
					24	8K 0M						
					25	8K 0M						
16	Nuna Majra	380 / 388	391	17	14	7K 9M	1/3	4K 1M	0.50625	6535 / 30/10/2012	2004 - 2005	4371
					15/1	1K 13M						
					16/2	0K 13M						
					17/1	2K 9M						
17	Nuna Majra	200 / 173	207	39	21/1	5K 16M	5/324	0K 2M	0.015625	385 / 18/04/2013	2004 - 2005	5452
		204 / 177	211	39	21/2	2K 4M	1/88	0K 0.5M				
					Total land In Acres			13.034375				


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