

Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 11/11/2024

Certificate No. G0K2024K665



Stamp Duty Paid : ₹ 550000

GRN No. 123542344



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Gallium Propbuild Private limited

H.No/Floor : 306/308

Sector/Ward : Na

LandMark : Square one c 2 district centre

City/Village : Saket

District : New delhi

State : Delhi

Phone : 97*****33

Others : Gems buildcon pvt ltd and emaar india ltd



Buyer / Second Party Detail

Name: Pyramid Infratech Private limited

H.No/Floor : H38

Sector/Ward : 57

LandMark : M2k white house

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 97*****33

Others : Na

Purpose : Stamp Paper For Collaboration Agreement

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

JOINT DEVELOPMENT AGREEMENT

Type of Deed : COLLABORATION AGREEMENT
Name of village : Badha
Tehsil : Manesar
District : Gurugram
Unit Land : 1 Kanal 19 Marla or 0.24375 Acre
Stamp Duty : Rs. 5,50,000/-
Stamp Duty Paid value : Rs. 91,40,625/-
Stamp No. & Date : G0K2024K665/11.11.2024
Registration Fee : Rs. 50,005/-
Registration Fee GRN : 123542344



For Gallium Propbuild Pvt. Ltd.

Authorised Signatory

For GEMS BUILDCON PVT. LTD.

Director/Authorised Signatory

For PYRAMID INFRA TECH PVT. LTD.

Authorised Signatory

प्रलेख न:10462

दिनांक:12-11-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT
तहसील/सब-तहसील Manesar
गांव/शहर बडा

धन संबंधी विवरण

राशि 9140825 रुपये स्टाम्प ह्यूटी की राशि 182812.5 रुपये
स्टाम्प नं : G0K2024K665 स्टाम्प की राशि 550000 रुपये
रजिस्ट्रेशन फीस की राशि 50000 EChallan:123542605 पेस्टिंग शुल्क 0 रुपये
Drafted By: SURENDER YADAV ADV Service Charge:0

यह प्रलेख आज दिनांक 12-11-2024 दिन मंगलवार समय 3:43:00 PM बजे श्री/श्रीमती /कुमारी
GALLIUM PROPBUILD PVT. LTD.thru VISHAVAJEET DHANKHAROTHER GEMS BUILDCON PVT LTD निवास
द्वारा पंजीकरण हेतु प्रस्तुत किया गया ।

हस्ताक्षर प्रस्तुतकर्ता
GALLIUM PROPBUILD PVT. LTD. GEMS BUILDCON PVT LTD

उप/संयुक्त पंजीयन अधिकारी (Manesar)
Sub Registrar
Manesar (Gurgaon)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी PYRAMID INFRATECH PVT LTD thru BALWAN SINGHOTHER, हजिर है ।
प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षां
ने सुनकर तथा समझकर स्वीकार किया ।दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SURENDER YADAV ADV पित्त , निवासी
ADV GURUGRAM व श्री/श्रीमती /कुमारी ASHISH BHAT पित्त DURGANATH BHAT
निवासी A 9 SEC 5 VASUNDHRA GHAZIABAD में की ।
साक्षी नं:1 को हम नम्बरदार /अधिवक्ता के रूप में जानते हैं तथा वह साक्षी नं:2 की पहचान करता है ।

उप/संयुक्त पंजीयन अधिकारी (Manesar)
Sub Registrar
Manesar (Gurgaon)

THIS JOINT DEVELOPMENT AGREEMENT (the "Agreement") is made and executed at Tehsil Manesar, District Gurugram on this day 12th of November, 2024:

BY AND BETWEEN

1. **Gallium Propbuild Private Limited, [CIN: U45200DL2006PTC157143 and PAN: AACCG7645J]**, a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 306-308, Square One, Saket District Centre, Saket, New Delhi - 110017, acting through its Authorized Signatory Mr. Vishavajeet Dhankhar, who has been duly authorized to sign and execute this Agreement vide Board Resolution dated 07 November 2024, hereinafter referred to as the "**Landowner-1**";
2. **Gems Buildcon Private Limited, [CIN: U45201DL2005PTC138135 and PAN: AACCG3943M]**, a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 and having its registered office at 306-308, Square One, Saket District Centre, Saket, New Delhi - 110017, acting through its Authorized Signatory Mr. Vishavajeet Dhankhar, who has been duly authorized to sign and execute this Agreement vide Board Resolution dated 07 November 2024, hereinafter referred to as the "**Landowner-2**";

(hereinafter the terms '**Landowner-1**' and '**Landowner-2**' as stated above shall collectively be referred to as the "**Landowners**" which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to include their respective successors-in-interest, and permitted assigns) of the **FIRST PART**;

AND

Emaar India Limited (CIN U45201DL2005PLC133161, PAN AABCE4308B), a company registered under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, South Delhi, New Delhi - 110 017 and Corporate Office at Emaar Business Park, Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector - 28, Gurugram (Gurgaon) - 122 002 Haryana, acting through its Authorised Signatory Mr. Laxmi Narayan (Aadhar Number: 8431 6003 1920), who has been duly authorized to sign and execute this Agreement vide Authority Letter dated 07 November 2024 issued by Mr. Ashwani Singh duly authorized vide Board Resolution dated 29 May 2024, hereinafter referred to as the "**Company**", (which term and expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest, and permitted assigns) of the **SECOND PART**;

AND

Pyramid Infratech Private Limited (CIN U45400HR2008PTC038509 and PAN AAACP8801B), a company registered under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013, having its registered office at H-38, Ground Floor, M2K White House, Sector-57, Gurugram, represented by Mr. Rajeev Bhatia (Aadhar Number: 5605 1133 7403) for execution of these presents and Mr. Rajeev Bhatia (Aadhar Number: 5605 1133 7403)/ Mr. Balwan Singh (Aadhar Number: 4881 7165 5621)/ Mr. Nitin Kumar (Aadhar Number: 8610 7743 4059) for presentation of these presents for registration



For Gallium Propbuild Pvt. Ltd.

Authorized Signatory

For GEMS BUILDCON PV2 LTD.

Director/Authorized Signatory

For PYRAMID INFRA TECH PVT. LTD.

Authorized Signatory

Reg. No. Reg. Year Book No.

10462

2024-2025

1



पेशकर्ता



दावेदार



गवाह

उप/संयुक्त पंजीयन अधिकारी

पेशकर्ता :- thru VISHVAJEET DHANKHAROTHER GALLIUM PROPBUILD PVT. LTD.
GEMS BUILDCON PVT LTD Vishvajet

दावेदार :- thru BALWAN SINGHOTHPYRAMID INFRATECH PVT
LTD Balwan Singh

गवाह 1 :- SURENDER YADAV ADV S

गवाह 2 :- ASHISH BHAT Ashish

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 10462 आज दिनांक 12-11-2024 को बही नं 1 जिल्द नं 379 के पृष्ठ नं 103.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 3470 के पृष्ठ संख्या 82 से 83 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 12-11-2024



Manesar Registrar
उप/संयुक्त पंजीयन अधिकारी Manesar
(Gurgaon)

before the concern Sub Registrar, duly authorized vide Board Resolution dated 13th September 2024, hereinafter referred to as the "Developer", (which term and expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest, and permitted assigns) of the **THIRD PART**.

The terms and expressions the 'Landowners', the 'Company', the 'Developer' are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

WHEREAS:

- (A) Landowners are owners of approx. 0.24375 acre of land parcel located in Sector 86, Gurugram, Haryana, India, hereinafter referred to as the "Said Land" and ownership details of the Said Land is more particularly set out and detailed in "Schedule - I" and also shown in the map attached hereto as 'Annexure - I'.
- (B) Landowners and Company being desirous of carrying out development over the Said Land, and in furtherance of the same, entered into arrangement whereby the Landowners had granted development rights in respect of the Said Land as described in 'Schedule - I to Company vide definitive agreement(s) on the terms and conditions contained therein and as amended from time to time. Developer has been duly informed and made aware that the development rights and interests in the Said Land legally, irrevocably, and lawfully vest in Company from Landowners.
- (C) Developer represents that it is a real estate developer and that it holds experience in real estate development.
- (D) Developer is interested in developing the Said Land after obtaining requisite approvals as per Applicable Law(s), as may be permissible by the Government Authority(ies) / Competent Authority(ies) on the Said Land at the cost and expense of the Company. Company is interested in having the Said Land developed through Developer.
- (E) Developer has reviewed and examined the documents and information furnished by Landowners and Company and has also conducted due diligence with respect to the Said Land and has obtained independent legal advice, made enquiries and has satisfied itself in all respects. On the basis of representations and assurances of Developer as mentioned in this Agreement, Landowners and Company have agreed to further grant the Development Rights in the Said Land for the development of the Said Land.
- (F) Developer has agreed to undertake residential development at the Said Land and the Parties having finalized their contractual understanding, have proceeded to execute this Agreement recording the understanding and declaring their respective obligations, rights, roles, and responsibilities with respect to the Development Rights in the Said Land.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

For PYRAMID INFRA TECH PVT. LTD.


Authorized Signatory

For Gallium Properties Pvt. Ltd.


Authorized Signatory

For GEMS BUILDCON PVT. LTD.


Director/Authorized Signatory



ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1. **Definitions-** In this Agreement (including the Recitals), unless the context otherwise requires, the following expressions shall have the following meaning:

- (i) **"Agreement"** shall mean this Agreement including all its Schedules and Annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;
- (ii) **"Applicable Law"** or **"Applicable Laws"** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, policies, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and / or of any statutory authority in India, whether in effect on the date of this Agreement or of any amendment from time to time or thereafter;
- (iii) **"Approvals"** shall mean and refer to all such permissions, approvals, clearances, no objection certificate(s), licenses, permit(s), certifications, authorizations, confirmations, consents, sanctions, exemptions, clearances, orders, qualifications, or the like (including modification or renewals thereof) required to be obtained from Governmental Authorities, regulatory or departmental authority or maintained under Applicable Laws in connection with the performance of this Agreement and as may be required for the development of the Said Land;
- (iv) **"Business Day"** shall mean a day (other than a non-working Saturday or Sunday) on which banks are generally open in Gurugram, Haryana for normal business;
- (v) **"DGTCP"/ "DTCP"** shall mean Director General Town and Country Planning, Haryana;
- (vi) **"Development Rights"/ "Joint Development Rights"** shall mean and refer to the entire development rights on the Said Land and shall include the authority to:
 - (a) to apply for and obtain from the Government Authority all registrations and Approvals for development of the Said Land in accordance with this Agreement;
 - (b) to deal with, appear before and file applications, declarations, certificates, and submit/ receive information with any Governmental Authority, as may be required under the Applicable Law, for the full, free, uninterrupted, and exclusive development of the Said Land in accordance with this Agreement;
 - (c) to carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time in accordance with this Agreement;



For Gallium Proprietary Pvt. Ltd.

For GEMS BUILDCON PVT. LTD.

For PYRAMID INFRA TECH PVT. LTD.

Authorized Signatory

Director/Authorized Signatory

- (d) take appropriate actions, steps and seek compliances, Approvals, and exemptions under the provisions of the Applicable Law;
- (e) to execute all necessary, legal, and statutory writings, agreements, and documentations for the exercise of the Development Rights / Joint Development Rights;
- (f) do all such incidental and ancillary acts as may be required to give effect to the forgoing for the development of the Said Land in accordance with the terms of this Agreement;
- (vii) **"Encumbrances"** shall mean any mortgage, pledge, assignment by way of security, hypothecation, security interest, lien, charge, litigations, or any agreement creating third party interest;
- (viii) **"Effective Date"** shall mean date of execution and completion of registration of this Agreement;
- (ix) **"Force Majeure"** means any situation directly arising out of any act of God, war or warlike condition, hostilities, riots, civil commotion, strikes, explosion or breakdown;
- (x) **"Governmental Authority(ies)" / "Competent Authority(ies)" / "Statutory Authority(ies)"** shall mean the central government, state government, including but not limited to Government of Haryana, any other local town and country planning authority, any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making and/or enforcing entity having or purporting to have jurisdiction on behalf of the Republic of India or any State or other sub-division thereof or any municipality, district or other sub-division thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the Said Land and development thereof;
- (xi) **"Losses"** shall mean all actual losses, taxes, expenses, costs, liabilities, claims, damages or deficiencies, actions, proceedings, judgments, settlements, or the like, including reasonable legal fees and expenses;
- (xii) **"License"** shall mean the license issued by DTCP for development of a Said Land/ part or portion thereof along with any other land parcels contributed by the Developer, under Applicable Laws;
- (xiii) **"Person"** will mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, society, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws;
- (xiv) **"RERA"** shall mean the Real Estate (Regulation and Development) Act, 2016, and the Haryana Real Estate (Regulation and Development) Rules, 2017 framed thereunder, as amended from time to time and other rules,



For Gallium Propbuild Pvt. Ltd.

Authorised Signatory

For GEMS BUILD CON PVT. LTD

Director/Authorised Signatory

For PYRAMID INFRA TECH PVT. LTD.

Authorised Signatory

regulations as framed by the Haryana Real Estate Regulatory Authority for Gurugram, Haryana;

- (xv) "Said Land" shall have the meaning ascribed to such term in Recital A and shown in map annexed as 'Schedule-I' and details in 'Annexure-I' of this Agreement; and

1.2. Interpretation

In this Agreement, unless the contrary intention appears:

1.2.1 any reference to any statute or statutory provision shall include:

- (i) all subordinate legislations made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated);
- (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

1.2.2 any reference to the singular shall include the plural and vice-versa with the exception of the terms, 'Party' and 'Parties';

1.2.3 any references to the masculine, the feminine and the neuter shall include each other;

1.2.4 any references to a "company" shall include a reference to a body corporate;

1.2.5 any reference herein to any Article or Schedule or Annexure is to such Article of or Schedule to or Annexure to this Agreement. The Schedules and Annexures to this Agreement shall form an integral part of this Agreement;

1.2.6 references to this Agreement or any other document shall be construed as references to this Agreement or that other document, as the case may be, as amended, varied, novated, supplemented or replaced from time to time in writing by the Parties;

1.2.7 the expression "this Article" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;

1.2.8 each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Article in this Agreement limits the extent or application of another Article or any part thereof;



For Gallium Propbuild Pvt. Ltd.

Authorized Signatory

For GEMS BUILDCON PVT. LTD.

Director/Authorized Signatory

For PYRAMID INFRA TECH PVT. LTD.

Authorized Signatory



- 1.2.9 any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 1.2.10 headings to Articles, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.11 "in writing" includes any communication made by letter, fax or e-mail;
- 1.2.12 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.13 where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- 1.2.14 all the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly; and,
- 1.2.15 interpretation of this Agreement and operational issues not related to legal matters should be referred to a real estate expert and the decision given by the same is final and binding.

1.3. Purpose

This Agreement is to set forth the terms and conditions with respect to engagement and appointment of Developer to procure license and jointly develop the Said Land along with any other land parcels contributed by the Developer. Developer acknowledges, agrees, confirms, declares, and undertakes that all development to be undertaken in pursuance of this Agreement shall be conceptualized, executed, implemented, developed, undertaken, carried out and completed in accordance with Approvals, the Applicable Laws and the terms and conditions of this Agreement.

ARTICLE 2

VESTING OF JOINT DEVELOPMENT RIGHTS

- 2.1 Landowners have rights, title and interest over the Said Land except for the rights and interest already vested in Company and the Said Land is in the vacant and peaceful physical possession of Company
- 2.2 On and from the Effective Date and subject to compliance of the terms of this Agreement by Developer, the Joint Development Rights shall vest in Developer to develop the Said Land, and Developer accepts from Landowners and/or Company, the Joint Development Rights to undertake the development of the Said Land and the trunk infrastructure thereon, subject to Developer abiding by the terms and conditions as contained herein under this Agreement.
- 2.3 Notwithstanding anything contained herein, the Developer agrees and undertakes to obtain Approvals in the manner and within the timelines as set out below:



For Gallium Proprietary Pvt. Ltd.

Authorized Signatory

For GEMS BUILDCON PVT. LTD.

Director/Authorized Signatory

For PYRAMID INFRA TECH PVT. LTD.

Authorized Signatory



- (i) License for residential development under the Applicable Law – within 4 (Four) months from the Effective Date. The said period of 4 (Four) months may, in its sole and absolute discretion, be further extended by the Company.

Landowners and Company acknowledge and agree that they shall extend all necessary and reasonable co-operation and assistance as may be required under the Applicable Laws for undertaking development of the Said Land as per the terms of this Agreement including but not limited to providing any copy of the documents as may be required under the Applicable Laws for obtaining the Approvals.

- 2.4 Developer shall be solely liable and responsible for all RERA related compliances for any sale undertaken by the Developer. Power of Attorney: Landowners shall execute and register a special power of attorney in favour of Developer (the "SPA") with respect to the Said Land simultaneously with the execution and registration of this Agreement to enable Developer to perform part of its obligations under this Agreement including but not limited to for procuring the License and Approvals. However, in case of: (i) occurrence of an event of default as contemplated under Article 7 of this Agreement; or (ii) termination of this Agreement as stated in Article 7 of this Agreement, the said SPA shall also stand revoked without any further action being required at the end of Company and/or Landowners. Developer shall be responsible for all acts undertaken in terms of the SPA.

ARTICLE 3

DEVELOPMENT OF SAID LAND

3.1 License to enter upon the Said Land:

- (i) Simultaneously upon execution of this Agreement the Developer shall, till the receipt of License, have limited license to enter upon the Said Land for the purpose of surveying the same and doing soil investigation, land demarcation, etc. and possession shall remain with Company. Developer shall have the right to prepare layout plans, building plans etc. and preparing and making applications for grant of Approvals, renewals, extensions thereof from Government Authority(ies), as per Applicable Laws and to the extent so required for development of the Said Land in terms of this Agreement.
- (ii) Subject to Developer not being in default of the terms of this Agreement (including but not limited to obtaining the License within the timelines set out in this Agreement), Developer shall get the right to enter upon the Said Land for the purposes of development of the Said Land and Company shall hand over the physical possession of the Said Land and Developer shall takeover physical possession for the purposes of exercising the Joint Development Rights and for development of the Said Land.

- 3.2 **Development:** Developer shall be solely responsible for compliance of all the terms and conditions of License and/or provisions of the Applicable Law. Development of the Said Land shall be driven by Developer at the cost and expense of the Company. Such cost of development shall be adjusted from Company's Entitlement.

3.3 Approvals and Compliance

For Gallium Properties Pvt. Ltd.

For GEMS BUILDCON PVT. LTD.

For PYRAMID INFRA TECH PVT. LTD.

Authorised Signatory

- 3.3.1 Developer shall be responsible for procuring Approvals (necessary licenses, permission, NOCs. etc.), for the development of the Said Land and shall keep all such Approvals valid and subsisting at the Company's cost and expenses. Developer shall obtain the License for the Said Land within a period of 4 (Four) months from the execution and registration of this Agreement. Landowners and Company shall provide all necessary assistance and documents and information as are required by in accordance with Applicable Law for obtaining, renewing or modifying the Approvals.
- 3.3.2 Landowners and Company shall in no circumstance be held liable, responsible and accountable for any non-compliance, omission and commission, breach or any violation of the terms of License and/or Approvals and/or Applicable Law. It is made clear that any proceedings instituted by any party(ies) against Landowners and / or Company with respect to the same shall be defended at the cost of Developer and Developer shall assume full responsibility, liability and accountability in the said proceedings as well.
- 3.4 In case of Developer's failure to undertake the development of trunk infrastructure at / in the Said Land, Company may undertake development of said trunk infrastructure.

ARTICLE 4

ENTITLEMENT OF PARTIES

- 4.1 The Company will be entitled to entire (100%) revenue arising from the development of the Said Land ("**Company's Entitlement**"), after adjustment of cost and expenses incurred by the Developer for development and procuring Approvals.
- 4.2 Developer shall be entitled to a fixed fee of INR 100,000 from the revenues arising from the development of the Said Land.
- 4.3 Notwithstanding the foregoing, it is agreed that in the event that the development of Said Land is not completed within the timelines agreed between the Developer and the Company, then subject to the cure periods and other remedies agreed between the Developer and the Company, the Company shall be entitled to receive developed saleable area proportionate to the FAR permissible on the Said Land in terms of the Approvals.

ARTICLE 5

MORTGAGE

Developer (by itself / through / under any person claiming under the Developer) shall not be entitled to create any mortgage or encumbrance or any other third-party rights on the Said Land.

For PYRAMID INFRA TECH PVT. LTD.


Authorised Signatory

For Gallium Properties Pvt. Ltd.


Authorised Signatory

For GEMS BUILDCON PVT. LTD.


Director/Authorised Signatory



ARTICLE 6

REPRESENTATIONS AND WARRANTIES

- 6.1 Developer, Landowners and the Company hereby represent, warrant and undertake that:
- (i) It/they have the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents or agreements, including power of attorney(ies), and consents, contemplated hereunder or pursuant hereto (the "Other Documents").
 - (ii) Execution and delivery of this Agreement and Other Documents and the performance of the transaction contemplated herein and under Other Documents has been duly authorized by its directors/ shareholders (as required under Applicable Law) and all necessary corporate or other action of the Party; the execution, delivery and performance of this Agreement or any Other Document by such Party and the consummation of the transaction contemplated hereunder or under any Other Document shall not: (i) conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under, any instrument, contract or other agreement to which it is a party or by which it is bound; (ii) violate any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.
 - (iii) Developer and Company represent that there exists no event, act, omission, notice, claim, dispute, proceeding, and/or litigation which may result in or lead to bankruptcy, liquidation, or insolvency. Developer and Company represent that on obtaining knowledge of the aforesaid event, act, omission, notice, claim, dispute, proceeding or litigation, it shall inform the other Party in writing within 7 (Seven) days of obtaining such knowledge. Further, Developer and Company represent that it shall do all such acts as are necessary to avoid bankruptcy, liquidation, and/or winding up.
 - (iv) For the avoidance of doubt, the representations and warranties mentioned in this Agreement shall continue to be in force and effect till the completion of the development of the Said Land and shall survive thereafter.
- 6.2 Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.
- 6.3 Developer and Company undertake to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of representations or warranties given by Developer and Company, to become untrue or inaccurate or misleading, at any point of time.



For Gallium Proprietary Pvt. Ltd,

Authorized Signatory

For GEMS BUILDCON PVT. LTD.

Director/Authorized Signatory

For PYRAMID INFRA TECH PVT. LTD.

Authorized Signatory

- 6.4 For avoidance of doubt, the representations and warranties mentioned in Article 6 shall continue to be in force and effect till the completion of the development of the Said Land and shall survive thereafter.

ARTICLE 7

EVENTS OF DEFAULT AND CONSEQUENCES

- 7.1 Developer shall be considered to be in default of this Agreement in case of failure or delay in obtaining the License within the prescribed timeline of 4 (Four) months from the Effective Date. Upon occurrence of such default, Company shall be entitled to terminate this Agreement without any demur, reservation, contest, protest or without any reference to Developer.
- 7.2 Without prejudice to the Company's/ Landowner's rights under the Applicable Law, equity, or this Agreement, in the event of termination of this Agreement by the Company:
- (i) the limited license granted to Developer to enter on to the Said Land shall automatically stand cancelled and revoked and Company shall be deemed to be in the legal possession of the Said Land and Developer shall complete all formalities to handover the physical possession of the Said Land immediately to Company;
 - (ii) SPA granted by Company under this Agreement to Developer shall cease to have any effect and will stand permanently revoked, cancelled, and terminated, without any liabilities and obligations on Company and Landowners; and / or
 - (iii) Company and/or Landowners shall be entitled to develop on their own or appoint another developer in their sole discretion for development of the Said Land and/or, to utilize the Said Land in any manner it may deem fit. Further, Company shall also be entitled to apply to DTCP or any other Government Authority for the change in developer from Developer to Company or any of its nominee, at its sole discretion.
- 7.3 Parties agree that on and from the grant of license for development of the Said Land, this Agreement shall become irrevocable and the Parties shall not have any right to terminate this Agreement after the grant of license. Parties agree that no modification / alteration etc. in terms and conditions of this Agreement can be undertaken except after obtaining prior permission of DTCP, Haryana.
- 7.4 Term of this Agreement shall commence on and from the Effective Date and shall come to an end on the closure of the development of the Said Land, unless earlier terminated in accordance with terms of this Agreement contained herein.
- 7.5 The Developer agrees and undertakes to execute all necessary, legal, and statutory writings, agreements, and documentations and to do all such acts, deeds, things, and matter as may be required under the Applicable Law for the Company and / or Landowners to exercise their rights as available to them under this Article.



For Gallium Proprietary Pvt. Ltd.

Authorised Signatory

For GEMS BOLD CON PVT. LTD.

Director/Authorised Signatory

For PYRAMID INFRATECH PVT. LTD.

Authorised Signatory

ARTICLE 8

INDEMNITY

- 8.1 Developer's Indemnity: Developer shall keep indemnified, defend, and hold harmless Landowners and Company and their respective directors, representatives, officers, employees, and agents (each an "**Owner Indemnified Party**") against any and all Losses, expenses, claims, costs, damages, fines, penalties, legal costs, etc. suffered, arising out of, or which may arise in connection with this Agreement and suffered by Company and Landowners on account of the following:
- (i) any of the representations, warranties, statements, and assurances made by Developer is found to be false, fraudulent, or misleading;
 - (ii) any breach of the terms and conditions of this Agreement by Developer;
 - (iii) any breach and/or non-compliance of Applicable Law including but not limited to terms of License, other Approvals by Developer;
 - (iv) any legal proceedings, complaints, litigations, matters where Company and/or Landowners are made party and are liable to pay any fee, charges, penalties, costs, damages, claims, expenses, levies, etc. which have occurred due to the acts of omission and commission of Developer.
- 8.2 Company's Indemnity: Landowners and Company, jointly and severally, shall keep indemnified, defend, and hold harmless at all times Developer and its partners, officers, employees, and agents from and against any or all direct losses and claims suffered, arising out of, or which may arise on account of any defect in the title of Landowners in respect of the Said Land.

ARTICLE 9

GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 This Agreement shall be governed by, and construed in accordance with, laws of India.
- 9.2 In case of any dispute, difference, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination, between any of the Parties such Parties shall attempt to first resolve such dispute, difference, controversy or claim amicably through discussions between senior executives or representatives of disputing Parties.
- 9.3 If dispute is not resolved through such discussions within 30 (Thirty) days after one disputing Party has served a written notice on the other disputing Party requesting the commencement of discussions, such dispute shall be finally settled through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.
- 9.4 The venue of arbitration shall be at Gurugram, Haryana and the language of the arbitration proceedings shall be English.



For Gallium Propbaids Pvt. Ltd.

Authorised Signatory

For GEMS BUILDCON PVT. LTD.

Director/Authorised Signatory

For PYRAMID INFRATECH PVT. LTD.

Authorised Signatory



- 9.5 The arbitral tribunal shall be presided by a sole arbitrator appointed by the jurisdictional court.
- 9.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 9.7 The Parties shall be responsible to bear their respective costs and expenses in relation to any such arbitration proceeding and any cost with respect to setting up of such arbitral tribunal.
- 9.8 While any dispute is pending, the disputing Parties shall continue to perform such of their obligations under this Agreement as do not relate to the subject matter of the dispute, without prejudice to the final determination of the dispute.
- 9.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.
- 9.10 The courts at Gurugram and Hon'ble High Court of Punjab & Haryana at Chandigarh alone shall have jurisdiction in respect of the present Agreement.

ARTICLE 10

NOTICES

- 10.1 Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by personal delivery or by sending the same by reputed courier addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Article and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

(a) **If to Landowners & Company**

Address: Emaar Business Park, Mehrauli-Gurgaon Road, Sikandarpur, Sector - 26, Gurugram, Haryana - 122 002

Telephone No: 0124-4421155

Attn: Head-Flagship & Growth Projects

E-mail: legaldept.IN@emaar.ae

(b) **If to Developer**

Address: H-38, Ground Floor, M2K White House, Sector-57, Gurugram

Telephone No: 0124-4274045

Attn: Mr. Dinesh Sharma

E-mail: legal@pyramidinfratech.com

For PYRAMID INFRA TECH PVT. LTD.



For Gallium Properties Pvt. Ltd.

Authorised Signatory

For GEMS BUILDCON PVT. LTD.

Director/Authorised Signatory

Authorised Signatory

ARTICLE 11
CONFIDENTIALITY

11.1 This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement is confidential to them and shall not be disclosed to any third party unless required by law. Parties 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, on a need-to-know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (i) is disclosed with the prior written consent of the Party who supplied the information;
- (ii) 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 except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;
- (iii) is required to be disclosed by a Party or its affiliate pursuant to Applicable Law or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the government or any regulatory authority by such Party or its affiliate;
- (iv) any third party can ascertain independently on account of this Agreement or the power of attorney(ies) being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (v) Developer/ its shareholder, may have to disclose to any of its shareholders, investors, affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Law, including but not limited to the listing regulations of Securities & Exchange Board of India;
- (vi) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (vii) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.



For Gallium Propulso Pvt. Ltd.

Authorized Signatory

For GEMS BUILDCON PVT. LTD.

Director/Authorized Signatory

For PYRAMID INFRA TECH PVT. LTD.

Authorized Signatory

ARTICLE 12

GENERAL

12.1 No Partnership

Nothing contained in this Agreement shall constitute or be deemed to constitute an agency or partnership or association of persons for and on behalf of any other Party. This Agreement is executed on principal-to-principal basis and Parties under this Agreement shall be bound for their distinct responsibilities, rights, liabilities and obligations.

12.2 Variation

No variation of this Agreement shall be binding on Developer and Company unless such variation is in writing and signed by Developer and Company through their duly authorized representatives.

12.3 Supersede

This Agreement supersedes all prior agreement(s) / contract(s) / understanding(s) between Developer and Company.

12.4 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 or 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.

12.5 Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns. The Developer shall not be entitled to assign the Joint Development Rights or any their rights and obligations under this Agreement to any third party without obtaining prior written consent from Company.

12.6 Further Acts

Developer and Company will without further consideration sign, execute and deliver any document(s) and shall perform any other act(s) which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Government Authority are required for any of the arrangements under this Agreement to be affected, Developer and Company will use all reasonable endeavors to obtain such approvals.

Developer and Company / Landowners undertake and confirm that any bankruptcy, liquidation, and/or insolvency proceedings or event leading to same shall in no manner affect the rights and entitlements of other Parties to this Agreement. Developer and Company / Landowners undertake that in event of bankruptcy, liquidation, and/or insolvency proceedings of the Party or event leading to the same,



For Gallium Proprietary Pvt. Ltd,

Authorized Signatory

For GEMS BUILDCON PVT. LTD.

Authorized Signatory

For PYRAMID INFRA TECH PVT. LTD.

Authorized Signatory



such Party shall take all steps as are required to protect the rights, entitlements and interest of other Parties under this Agreement.

12.7 Authorization

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the Parties for whom they are signing.

12.8 Conflict

To the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Said Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Law.

12.9 Survival

- (a) The provisions of Article 4 (*Entitlement of Parties*), Article 5 (*Mortgage*), Article 6 (*Representations and Warranties*), Article 7 (*Events of Default and Consequences*), Article 8 (*Indemnity*), Article 9 (*Governing Law and Dispute Resolution*), Article 10 (*Notices*), and Article 11 (*Confidentiality*) and such other paras containing survival article, shall survive the termination of this Agreement.
- (b) Any termination as mentioned above shall not affect the accrued rights of the Parties hereunder.

12.10 Specific Performance of Obligations

The Parties to this Agreement agree that, to the extent permitted under Applicable Law, and the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that the affected Party shall be entitled to immediate and permanent injunctive relief, specific performance or any other equitable relief from a competent court in the event of any such breach or threatened breach by any other party. The Parties agree and covenant unequivocally and unconditionally that the affected party shall be entitled to such injunctive relief, specific performance or other equitable relief, without the necessity of proving actual damages. The affected Party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including the recovery of damages from the defaulting party.

12.11 Stamp Duty and Registration

The stamp duty and registration fee, as applicable on this Agreement and the power of attorney(ies) to be executed in furtherance of this Agreement towards the obligations to be undertaken and performed by Developer, shall be borne and paid by Company.

For PYRAMID INFRATECH PVT. LTD.



For Gallium Proprietary Pvt. Ltd. For GEMS BUILDCON PVT. LTD.

Authorized Signatory

Director/Authorized Signatory

Authorized Signatory

Schedule-I

Description of the Said Land

M/s. Gallium Propbuild Pvt. Ltd. 19/351 Share and M/s. Gems Buildcon Pvt. Ltd. 332/351 Share.

Village	Khewat/ Khata No	Rectangle No.	Killa No.	Area K - M
Badha	407/416	41	8/2/1	1 - 19
			Total:	1K - 19M Or 0.24375 acre

Annexure-I

Demarcation of Said Land/ MAP



For PYRAMID INFRATECH PVT. LTD.

For Gallium Propbuild Pvt. Ltd. For GEMS BUILDCON PVT. LTD.

Authorised Signatory

Director/Authorised Signatory

Authorised Signatory

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

PYRAMID INFRATECH Pvt. Ltd.

Through its Authorized Signatory

For PYRAMID INFRATECH PVT. LTD.



Authorized Signatory

EMAAR INDIA Ltd.

Through its Authorized Signatory



GALLIUM PROPBUILD Pvt Ltd

Through its Authorized Signatory
For Gallium Propbuild Pvt. Ltd.



Authorized Signatory

GEMS BUILDCON Pvt. Ltd.

Through its Authorized Signatory

For GEMS BUILDCON PVT. LTD.




Director/Authorized Signatory

Witness No. 1



Witness No. 2



ASTI SM ROY
GURUGRAM



SHINDER
Advocate
Identify as per Id.
Distt. & Session Court.
Gurugram (Hr.)



Non Judicial



Indian-Non Judicial Stamp
Haryana Government



Date : 26/09/2024

Certificate No. G0Z2024I1191



Stamp Duty Paid : ₹ 30093000

GRN No. 121762659



Penalty : ₹ 0

Rs. 00/00/00

Seller / First Party Detail

Name: Pyramid Infratech Private limited

H.No/Floor : H38

Sector/Ward : 57

LandMark : Ground floor m2k white house

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 97*****33

Others : Na



Buyer / Second Party Detail

Name : Emaar india limited

H.No/Floor : 306/308

Sector/Ward : Na

LandMark : Square one c2 district centre

City/Village: Saket

District : New delhi

State : Delhi

Phone : 97*****33

Others : Gallium propbuild pvt ltd amardeep buildcon pvt ltd and gateau propbuild pvt ltd

Purpose : Stamp Paper For JDA

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



JOINT DEVELOPMENT AGREEMENT

Type of Deed	:	AMENDED AND RESTATED DEVELOPMENT AGREEMENT
Name of village	:	Lakhnola and Badha
Tehsil	:	Manesar
District	:	Gurugram
Unit Land	:	202 Kanal 15 Marla or 25.34375 Acre
Stamp Duty	:	Rs. 5,44,08,000/-
Value on which Stamp Duty Paid	:	Rs. 90,67,78,125/- @ 3 times
Stamp No. & Date	:	G0Z2024I1191/26.09.2024
Deficiency Stamp Paper No.	:	G0Z2024I1258/26.09.2024
Registration Fee	:	Rs. 50005/-
Registration Fee GRN	:	121763118

For Pyramid Infratech Pvt. Ltd.
Pyramid Infratech Pvt. Ltd.

[Signature]

Authorised Signatory

Emaar India Limited

[Signature]

For Gallium Propbuild Pvt. Ltd.

Gallium Propbuild Pvt. Ltd.

[Signature]

Amardeep Buildcon Pvt. Ltd.

[Signature]
Authorised Signatory

Gallium Propbuild Pvt. Ltd.

[Signature]

प्रलेख नं:9084

दिनांक:27-09-2024

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT
तहसील/सब-तहसील Manesar
गांव/शहर Huda Sectors

धन संबंधी विवरण

राशि 906778112 रुपये
स्टाम्प नं : G02202411191
रजिस्ट्रेशन फीस की राशि 50000 रुपये
स्टाम्प इवूटी की राशि 18135562 रुपये
स्टाम्प की राशि 30093000 रुपये
EChallan:121763118
रिटिंग शुल्क 0 रुपये

Drafted By: SURENDER YADAV ADV

Service Charge:0

यह प्रलेख आज दिनांक 27-09-2024 दिन शुक्रवार समय 3:47:00 PM बजे श्री/श्रीमती /कुमारी
PYRAMID INFRA TECH PVT LTD thru BALWAN SINGHOTHER निवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत
किया गया।

उपसंभृत पंजीवन अधिकारी (Manesar)

Balwan Singh

हस्ताक्षर प्रस्तुतकर्ता
PYRAMID INFRA TECH PVT LTD

Sub Registrar
Manesar (Gurgaon)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी EMAAR INDIA LIMITED thru VISHAVJEET DHANKHAROTHER GALLIUM
PROPBUILD PVT LTD thru VISHAVJEET DHANKHAROTHER AMARDEEP BUILDCON PVT LTD thru
VISHAVJEET DHANKHAROTHER GATEAU PROPBUILD PVT LTD thru VISHAVJEET DHANKHAROTHER
हजरि है। वतुन प्रलेख के तर्जों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी SURENDER YADAV ADV वित्त ---
निवासी ADV GGM व श्री/श्रीमती /कुमारी LAXMI NARAYAN वित्त RANBIR SINGH
निवासी PATAUDI ने की।

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



Sub Registrar
Manesar (Gurgaon)



Certificate No. G0Z2024H1258



Stamp Duty Paid : ₹ 24315000

GRN No. 121762312



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Pyramid Infratech Private limited

H.No/Floor : H38

Sector/Ward : 57

LandMark : Ground floor m2k white house

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone: 97*****33

Others : Na

**Buyer / Second Party Detail**

Name : Emaar india limited

H.No/Floor : 306/308

Sector/Ward : Na

LandMark : Square one c2 district centre

City/Village: Saket

District : New delhi

State : Delhi

Phone : 97*****33

Others : Gallium propbuild pvt ltd amardeep buildcon pvt ltd and gateau propbuild pvt ltd

Purpose : Deficiency Stamp for JDA

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahry.nic.in>**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

This Amended and Restated Development Agreement ("Agreement") is executed on this 26th day of September, 2024 ("Execution Date") by and between:

PYRAMID INFRATECH PRIVATE LIMITED (CIN U45400HR2008PTC038509, PAN AAACP8801B), a company incorporated under the Companies Act, 1956 and subsisting under the Companies Act, 2013, having its registered office at H-38, Ground Floor, M2K White House, Sector-57, Gurugram represented by Mr. Rajeev Bhatia (Aadhaar No. 5605 1133 7403) for execution of these presents and Mr. Rajeev Bhatia (Aadhaar No. 5605 1133 7403)/ Mr. Balwan Singh (Aadhaar No. 4881 7165 5621)/ Nitin Kumar (Aadhaar No. 8610 7743 4059) for presentation of these presents for registration before the concern Sub Registrar, duly authorised vide Board Resolution dated 13th Sept. 2024 (hereinafter referred to as "PIPL", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and permitted assigns);

AND

EMAAR INDIA LIMITED (CIN U45201DL2005PTLC133161, PAN AADCP4389H), a company incorporated under the Companies Act, 1956, and subsisting under the Companies Act, 2013, having its registered office at 306-308, Square One, C-2, District Centre, Saket, New Delhi – 110 017 and corporate office at Emaar Business Park, Mehrauli Gurgaon Road, Sikandarpur Chowk, Sector-28, Gurugram (Gurgaon) – 122 002, Haryana, represented by its Authorized

Pyramid Infratech Pvt. Ltd.

Emaar India Limited

For Gallium Propbuild Pvt. Ltd.

Gallium Propbuild Pvt. Ltd.

For AMARDEEP BUILDCON PRIVATE LIMITED Gateau Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

For

Director/Authorised Signatory

Reg. No.

Reg. Year

Book No.

9084

2024-2025

1



पेशकर्ता



दावेदार



गवाह

उप/संबुक्त पंजीयन अधिकारी

पेशकर्ता :- thru BALWAN SINGHOTHER PYRAMID INFRATECH PVT LTD - Balwan Singh

दावेदार :- thru VISHAVJEET DHANKHAROTHEREMAAR INDIA LIMITED thru VISHAVJEET DHANKHAROTHERGALLIUM PROPBUILD PVT LTD thru VISHAVJEET DHANKHAROTHERAMARDEEP BUILDCON PVT LTD thru VISHAVJEET DHANKHAROTHERGATEAU PROPBUILD PVT LTD - Vishavjeet

गवाह 1 :- SURENDER YADAV ADV Surender Yadav

गवाह 2 :- LAXMI NARAYAN Laxmi Narayan

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 9084 आज दिनांक 27-09-2024 को बही नं 1 जिल्द नं 377 के पृष्ठ नं 159 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 3253 के पृष्ठ संख्या 19 से 21 पर छिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये है।

दिनांक 27-09-2024



Manesar

उप/संबुक्त पंजीयन अधिकारी Manesar

Sub Registrar
Manesar (Gurugram)

Signatory Mr. Ashwani Singh authorized vide Board Resolution dated 29.05.2024 passed by the Board of Directors of Emaar India Limited to sign and execute this Agreement, who has further authorised and appointed **Mr. Vishavajeet Dhankhar** (Aadhar no. 6756 2149 1460) vide Authority Letter dated 24.09.2024 (hereinafter referred to as the "Developer", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

GALLIUM PROPBUILD PRIVATE LIMITED (CIN U45200DL2006PTC157143, PAN AACCG7645J), a company incorporated under the Companies Act, 1956 and subsisting under the Companies Act, 2013, having its registered office at 306-308, Square One, Saket District Centre, Saket, New Delhi - 110017, represented by its Authorized Signatory **Mr. Vishavajeet Dhankhar**, duly authorised vide Board Resolution dated 17-09-2024 (hereinafter referred to as the "Land Owner 1", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

AMARDEEP BUILDCON PRIVATE LIMITED (CIN U45201DL2005PTC138136, PAN AAFCA2819K), a company incorporated under the Companies Act, 1956 and subsisting under the Companies Act, 2013, having its registered office at 306-308, Square One, Saket District Centre, Saket, New Delhi - 110017, represented by its Authorized Signatory **Mr. Vishavajeet Dhankhar**, duly authorised vide Board Resolution dated 17-09-2024 (hereinafter referred to as the "Land Owner 2", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

AND

GATEAU PROPBUILD PRIVATE LIMITED (CIN U45200DL2006PTC157200, PAN AACCG7642R), a company incorporated under the Companies Act, 1956 and subsisting under the Companies Act, 2013, having its registered office at 306-308, Square One, Saket District Centre, Saket, New Delhi - 110017, represented by its Authorized Signatory **Mr. Vishavajeet Dhankhar**, duly authorised vide Board Resolution dated 17-09-2024 (hereinafter referred to as the "Land Owner 3", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns).

Land Owner 1, Land Owner 2 and Land Owner 3 are hereinafter collectively referred to as "Confirming Parties".

PIPL, Developer and Confirming Parties are hereinafter individually referred to as a "Party" and collectively as the "Parties".

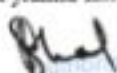
WHEREAS:-

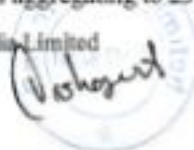
- A. PIPL has procured: (a) License no. 66 of 2023 in respect of 17.425 acres (approx.), and (b) License No. 67 of 2023 in respect of 8.33125 acres (approx.) ("DDJAY Licenses"). The DDJAY Licenses have been procured under DDJAY for land parcels aggregating to 25.75625

For Pyramid Infratech Pvt. Ltd.

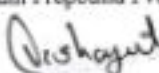
Pyramid Infratech Pvt. Ltd.

Emaar India Limited


Authorized Signatory

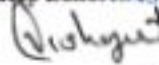

Authorized Signatory

For G- Gallium Propbuild Pvt. Ltd.

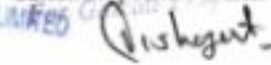

Authorized Signatory

For AMARDEEP BUILDCON PRIVATE LIMITED

Amardeep Buildcon Pvt. Ltd.


Director/Authorized Signatory

Gateau Propbuild Pvt. Ltd.


Authorized Signatory

Director/Authorized Signatory

Authorized Signatory



acres situated in Sector 86, Gurugram, Haryana (more particularly detailed out in **Schedule – I** ("**Licensed Land**") which also comprised of the Original Collaboration Land (*as defined hereinafter*).

- B. The Confirming Parties along with the Developer executed a joint development agreement dated 24 December 2021 registered as document number 8972 ("**Original JDA**") in favour of PIPL, pursuant to which development rights in respect of land parcels cumulatively admeasuring 11.48 acres situated in Sector 86, Gurugram, Haryana ("**Original Collaboration Land**") were granted by the Developer and Confirming Parties to PIPL for the purpose of development of a residential colony under the Affordable Group Housing Policy, 2013 or the Deen Dayal Jan Awas Yojana ("**DDJAY**").
- C. Subsequent to the execution of the Original JDA, PIPL has aggregated additional land cumulatively admeasuring 13.86 acres in addition to the Original Collaboration Land ("**Additional Land**") more particularly detailed out in **Schedule – II** and delineated in the map annexed herewith as **Annexure – I**. PIPL has represented that it has entered into conveyance deeds/ exchange deeds, pursuant to which PIPL is the absolute owner of and otherwise well and sufficiently entitled to the Additional Land and in absolute and unfettered possession of the Additional Lands, free of any Encumbrance whatsoever other than Existing Encumbrances. PIPL has further represented that it has irrevocable rights for development of the Additional Land and sale, marketing of units developed on the Additional Land, and such rights are transferable without recourse to any third party.
- D. In furtherance of the aforesaid, PIPL has procured, under New Integrated Policy-2022 ("**NILP**"), letter of intent dated July 19, 2024 bearing reference no. LC-5178/ Asstt (RK)/ 2024/ 22215 in respect of the land parcels aggregating 25.75625 acres situated at Sector 86, Gurugram, Haryana ("**NILP LOI**").
- E. The Parties agree that (i) the Developer has more experience and expertise in dealing with the real estate projects under NILP, and (ii) it is expected that average realisation for a project developed under Developer's branding would be higher, and (iii) on account of factors mentioned in Clause 10.4 hereof, PIPL has approached the Developer to accept (a) grant, conveyance, transfer, assignment and delivery of the Additional Land Development Rights (*as defined hereinafter*) and (b) re-instatement of the Original Collaboration Land Development Rights (*as defined hereinafter*) in favour of the Developer, subject to receipt of necessary permissions from DTCP including but not limited to receipt of the license(s) from DTCP under NILP in the name of Developer ("**Development Licenses**"), for construction and development of a residential group housing project ("**Project**") on the Project Land (*as defined hereinafter*), on the terms and conditions agreed between the Parties and set out in hereunder.
- F. PIPL hereby represents and warrants that it has obtained a conditional no objection certificate dated 24 September 2024 issued by CSL Finance Limited ("**NOC**") authorizing them to execute this Agreement. PIPL further represents and undertakes that the NOC shall continue to remain valid.
- G. Relying on the mutual representations, warranties, covenants, assurances, indemnities and undertakings contained herein (i) PIPL has agreed to transfer, and Developer has agreed to acquire from PIPL, exclusive and absolute Additional Land Development Rights; and (ii)

Pyramid Infratech Pvt. Ltd.

Emaar India Limited

Authorized Signatory

Gallium Propbuild Pvt. Ltd.

For AMARDEEP BUILDERS PRIVATE LIMITED
Amardeep Builders Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

Director/Authorized Signatory

Authorized Signatory



Parties have agreed to re-instate the Original Collaboration Land Development Rights, on such terms and conditions as contained hereinafter.

- H. In light of the foregoing, the Parties have agreed to amend and supplement their understanding under the Original JDA effective on and from the Effective Date. The Parties have accordingly agreed to amend and restate the Original JDA effective on and from the Effective Date in the form and manner provided hereunder. The Parties further agree that on and from the Effective Date, this Agreement shall supersede the Original JDA, provided however all acts already and validly done by any Person, prior to supersession and in accordance with the terms of the Original JDA shall not be considered to be contrary to the terms of this Agreement. The Parties further agree and undertake that the power of attorney dated 29 December 2023 executed by the Developer in favour of PIPL under Original JDA and registered on 08 February 2024 shall stand revoked and cancelled on and from the Effective Date.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration, the Parties with the intent to be legally bound hereby agree as follows:

1. DEFINITIONS

Unless the contrary intention appears and/or the context otherwise requires, in addition to the terms defined elsewhere including but not limited to the schedules/ annexures to this Agreement, the definition listed below shall apply throughout this Agreement.

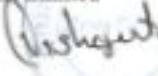
- 1.1. "Additional Land Development Rights" shall mean and refer to the entire development rights on the Additional Land and shall include (but not be limited to), inter alia, the right, power, entitlement, authority sanction and permission to:
- (a) enter upon and remain in sole possession and control of the Additional Land and every part thereof inter-alia for the purpose of developing the Project and marketing, leasing or sale of the Saleable Area comprised in the Project;
 - (b) plan, conceptualize, design and execute the Project;
 - (c) exercise full, free and exclusive Marketing, allotment, transfer, or sale rights in respect of the entire Saleable Area in the Project including the built-up apartments/ units and car parking spaces on the Additional Land by way of sale, allotment, or any other recognized manner of transfer;
 - (d) have the sole authority to determine and control pricing of the Saleable Area and car parking spaces to be developed on the Additional Land and enter into agreements, conveyance deeds and other relevant documents with Purchasers on such terms and conditions as it deems fit and on such marketing, transfer, or sale, to receive the full and complete proceeds as per the terms herein; and give receipts and upon execution of the definitive documents in favour of Purchasers;
 - (e) hand over ownership, possession, use or occupation of the Saleable Area, car parking spaces and wherever required proportionate undivided interest in the land underneath

For Pyramid Infratech Pvt. Ltd.

Pyramid Infratech Pvt. Ltd.


Authorized Signatory
Pyramid Infratech Pvt. Ltd.

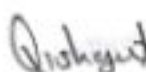
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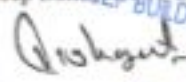

Emaar India Limited

Gallium Propbuild Pvt. Ltd.

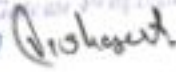
For AMARDEEP BUILDCON PRIVATE LIMITED

Gateau Propbuild Pvt. Ltd.


Authorized Signatory
Gallium Propbuild Pvt. Ltd.


Amardeep Buildcon Pvt. Ltd.

For GATEAU PROPBUILD PVT. LTD.


Authorized Signatory
Gateau Propbuild Pvt. Ltd.

Director/Authorized Signatory

Authorized Signatory



i.e. the Additional Land without any further reference to PIPL;

- (f) carry out the construction/ development of the Project and remain in sole possession, control of peaceful enjoyment of the Additional Land or any part thereof until the completion of development of the Project and to handover the possession to the Purchasers, and marketing or sale of the Saleable Area and car parking spaces to be developed on the Additional Land and every part thereof;
- (g) do all such acts, deeds and things that may be required for the development of the Project;
- (h) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled), brokers or other persons to carry out the development work and to pay the wages, remuneration, brokerage and salary of such persons;
- (i) right to enter upon the Additional Land directly or through its associates, agents, architects, consultants, representatives and, or, contractors, to do all such acts and deeds required and/or necessary for exercising the Development Rights and for the implementation and development of the Project on the Additional Land in accordance with the terms of this Agreement;
- (j) make payment and/ or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the Additional Land paid by the Developer, in the manner the Developer may deem fit;
- (k) make, modify and withdraw applications to the concerned Governmental Authority in respect of Approvals required for any infrastructure work, including levelling, water storage facilities, water mains, sewages, storm water drains, boundary walls, electrical sub-stations and all other common areas and facilities for the proposed buildings to be constructed on the Additional Land and to carry out the same under the Approvals, sanctioned layout plan, or under order of any Governmental Authority and acquire all relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any, as may be deemed fit and proper by the Developer;
- (l) deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required by and under the Applicable Laws, any Governmental Authority in relation to the Project development and necessary for the full, free, uninterrupted and exclusive construction of buildings on the Additional Land;
- (m) carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time;
- (n) obtain all Approvals as may be required for the construction and development of the Project;

For Pyramid Infratech Pvt. Ltd.

Pyramid Infratech Pvt. Ltd.

Emaar India Limited

For Gallium Propbuild Pvt. Ltd.

Amardeep Building Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

Director/Authorised Signatory

Authorised Signatory



- (o) maintain and renew from time to time all Approvals required for the implementation of the Project;
- (p) surrender any portion of the Additional Land (as may be required under the Applicable Laws) to the Governmental Authorities and to take all necessary steps in that regard and for the benefit of the Project and to make necessary correspondences;
- (q) create mortgage on the Additional Land or any part thereof or any benefits thereto, to raise construction finance for the Project and call upon PIPL to execute all documents in relation to the deposit of the title deeds or creation of mortgage, as may be required by the lender to record or create such mortgage (without any liabilities, in respect of any loan/ financing, of any nature whatsoever on PIPL);
- (r) manage/ maintain the Project/ Additional Land and the property and facilities/ common areas constructed upon the Additional Land and/ or to transfer/ assign right to maintenance to any third party and to retain all benefits, considerations etc. accruing from such maintenance of the Project;
- (s) launch the Project and issue advertisements in such mode as may be deemed fit by the Developer and announce the development of the Project in the name of the Developer and invite prospective purchasers, lessees, licensees etc. for allotment and sale of the Saleable Area and car parking spaces;
- (t) operation, management, administration and maintenance of the Project and common areas and handover/ transfer of the common areas to the Common Organisation of Purchasers formulated under the Haryana Apartment Ownership Act, 1983/ RERA or the maintenance agency of the Project, as the case may, as per then Applicable Laws;
- (u) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing or sale of the Project/ Saleable Area to be constructed on the Additional Land as envisaged herein;
- (v) set up, install and make provision for the various facilities/ services at the Project;
- (w) take appropriate actions, steps and seek compliances and exemptions under the provisions of the Applicable Laws;
- (x) demarcate the common areas and facilities, and the limited common areas and facilities in the Project in the sole discretion of the Developer, as per the lay out plan and Applicable Laws and to file and register all requisite deeds and documents under the Haryana Apartment Ownership Act, 1983 and/ or the RERA, as the case may be, including the deed of declaration; and
- (y) generally do any and all other acts, deeds and things that may be required for the exercise of the Development Rights as more elaborately stated in this Agreement;

1.2. "Agreement" shall mean this amended and restated joint development agreement including all schedules and annexures attached hereto or incorporated herein by reference, as may be amended by the Parties from time to time in writing;

For Pyramid InfraTech Pvt. Ltd.

Emaar India Limited

For Gallium Propbuild Pvt. Ltd.

For Amandeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

Director/Authorized Signatory

Authorized Signatory



- 1.3. "Applicable Laws" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or official directive of any Governmental Authority including without limitation the, building bye-laws, fire safety rules, labour laws, Haryana Urban Development Authority Act, 1977, the Haryana Development and Regulation of Urban Areas Act, 1975, Income Tax Act, 1961, applicable goods and services taxes laws/ regulations, etc. whether, in existence on the Effective Date or thereafter, or person acting under the authority of any Governmental Authority and/ or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;
- 1.4. "Approvals" shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions, licenses, and approvals as may be required for the Project including but not limited to fire scheme approval, clearances from Airport Authority of India, Central / State Pollution Control Board, consent to establish and operate, approval from electrical/ sewerage/ water connection authority for construction and occupation (if applicable), approval of the Ministry of Environment and Forests, National Monument Authority, Archaeological Survey of India (ASI), National Highway Authority of India or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the construction and development of the Project and shall include all approvals relating to or pursuant to sanction of layout plans, sanction of building plans, commencement certificates, occupation certificate, completion certificate (by whatever name called);
- 1.5. "Base FSI" shall mean 1.25 on the Project Land and other FSI available on the Project Land pursuant to green buildings under Haryana Building Code;
- 1.6. "Business Day" means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Gurgaon, India;
- 1.7. "Change of Developer Approval" shall have the meaning ascribed to it in Clause 3.1 herein;
- 1.8. "Common Organisation" shall mean the organisation like an association / company / society or any such entity to be formed of the Purchasers of Saleable Area in the Project in accordance with the Applicable Laws;
- 1.9. "Completion Date" shall mean the date of expiry of 10 (ten) years from the date of receipt of registration under RERA with respect to the first phase of the Project, subject to extensions in terms of this Agreement;
- 1.10. "Development Rights" shall mean the Additional Land Development Rights and the Original Collaboration Land Development Rights, collectively;
- 1.11. "DTCP" shall mean Directorate of Town and Country Planning, Haryana;
- 1.12. "Effective Date" shall have the meaning ascribed to the term in Clause 3.1 hereof;
- 1.13. "Encumbrances" shall mean any disputes, litigation, lis pendens, acquisition notice, requisition, or any kind of attachment, lien, court injunction, exchange, lease, claims, partition, unauthorized occupancy, power of attorney, third party rights, memorandum of understanding,

Pyramid Infratech Pvt. Ltd.

Emaar India Limited

[Signature]
Authorized Signatory

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Authorized Signatory

For Gallium Propbuild Pvt. Ltd.

Gallium Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

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Authorized Signatory

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Director/Authorized Signatory

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Authorized Signatory

Authorized Signatory



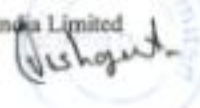
development agreement, joint venture agreement, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, default or notice by any Governmental Authority of Applicable Laws or any rule, regulation or guidelines or any impediment on the title and possession, in relation to the Project Land;

- 1.14. "Existing Encumbrances" shall mean the Encumbrances detailed in Schedule III of this Agreement;
- 1.15. "FAR" shall mean 'Floor Area Ratio';
- 1.16. "Governmental Authority" shall mean any government authority, statutory authority, government department, quasi-judicial authority, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub-division thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;
- 1.17. "Launch" shall mean the date when the Developer commences the offer to sell/ transfer, the first of Saleable Area to the Purchasers unless otherwise mutually agreed by the Parties;
- 1.18. "Marketing" (with all its derivatives and grammatical variations) shall mean and include the strategy adopted by the Developer for (i) sale/ transfer of the Saleable Area in the Project; (ii) fixation of price; and (iii) the allotment, sale/ transfer or any other method of disposal, transfer or alienation of the Saleable Area and the receipt and acceptance by the Developer of the payments in respect thereof and the execution and registration of all agreements and other deeds, documents and writings relating thereto;
- 1.19. "Net Sales Revenue" shall mean any and all the amounts paid by the proposed allottees/customers in respect of the Saleable Area of the Project (including but not limited to basic sale price; preferential location charges, power backup charges, interest on delayed payments; forfeiture amount / earnest money/ cancellation charges; holding charges, EDC, IDC etc.) and shall not include any Pass Through Charges;
- 1.20. "Original Collaboration Land Development Rights" shall mean and refer to any and all rights, interest granted to PIPL with respect to the Original Collaboration Land in terms of the Original JDA, including but not limited to *inter alia* Development Rights (as defined in the Original JDA).
- 1.21. "Pass Through Charges" shall refer to all statutory charges, fees and expenses, such as external electrification charges, fire fighting charges, payments/ contributions received from the customers towards electricity, water, sewerage, maintenance security deposit, cheque bounce charges paid to financial institutions, if any; advance maintenance charges, association deposit, goods and service tax (GST), any future taxes levied by any Governmental Authority, stamp duty, registration charges, and all such other similar statutory charges, fees and costs which would be collected/ recovered from the Purchasers in relation to the Saleable Area as a contribution from the Purchasers and for onward transfer/ deposit to the concerned

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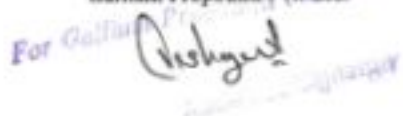


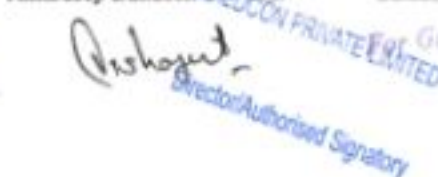


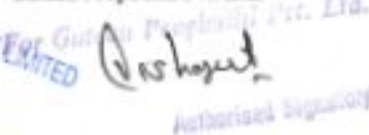
Gallium Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.









Governmental Authority or association (if any) of the apartment owners/ co-operative housing societies/ condominium or with the maintenance agency of the Project, as the case may be;

- 1.22. "Project FAR" shall mean the total FAR that is available/ permissible to be utilized on the Project Land as part of the Project i.e. 2.5 plus other FSI available on the Project Land pursuant to green buildings under Haryana Building Code.
- 1.23. "Project Land" shall mean the Original Collaboration Land and the Additional Land collectively, (more particularly detailed out in Schedule – IV and delineated in the map annexed herewith as Annexure – II);
- 1.24. "Purchaser" shall mean any allottee, buyers, purchaser, customer, applicants of the Saleable Area;
- 1.25. "RERA" shall mean the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations promulgated thereunder, as may be notified by the Government of the State of Haryana;
- 1.26. "Reversion Notice" shall refer to the written notice provided by either Party in terms of their respective rights under Clauses 3.3 and 3.4, for reverting to the earlier understanding under the Original JDA subject to the modifications as detailed under Schedule V hereto;
- 1.27. "Saleable Area" shall mean and refer to such portions of the Project and all construction/ development in the Project including the residential area, the commercial spaces, car parking spaces, other amenities etc. that are available for sale in the open market to Purchasers in accordance with the Applicable Laws.

2. INTERPRETATION AND PURPOSE

2.1. In this Agreement, unless the contrary intention appears:

2.1.1. Any reference to any statute or statutory provision shall include:

- (a) all subordinate legislation made from time to time under that statute or statutory provision (whether or not amended, modified, re-enacted or consolidated); and
- (b) such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;

2.1.2. any reference to the singular shall include the plural and vice-versa;

2.1.3. any references to the masculine, the feminine and the neuter shall include the other genders;

For Pyramid Infratech Pvt. Ltd.

Pyramid Infratech Pvt. Ltd.

Emaar India Limited

For Gallium Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

Authorized Signatory



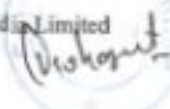
- 2.1.4. any references to a "company" shall include a reference to a body corporate;
- 2.1.5. any reference herein to any clause or schedule or annexure is to such clause or schedule to or annexure to this Agreement. The schedules and annexures to this Agreement shall form an integral part of this Agreement;
- 2.1.6. references to this agreement or any other agreement shall be construed as references to this Agreement or that other agreement as amended, varied, novated, supplemented or replaced from time to time;
- 2.1.7. the expression "this clause" shall, unless followed by reference to a specific provision, be deemed to refer to the entire section (not merely the sub section, paragraph or other provision) in which the expression occurs;
- 2.1.8. each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause or any part thereof;
- 2.1.9. any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;
- 2.1.10. headings to clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement;
- 2.1.11. "in writing" includes any communication made by letter, fax or e-mail;
- 2.1.12. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 2.1.13. references to a person (or to a word importing a person) shall be construed so as to include:
- (a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality); and
 - (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- 2.1.14. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;
- 2.1.15. all the recitals to this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly; and

For Pyramid InfraTech Pvt. Ltd.

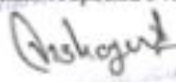


Authorized Signatory

Enaar India Limited

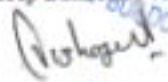


Gallium Propbuild Pvt. Ltd.



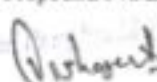
Authorized Signatory

Amardeep Buildcon Pvt. Ltd.



Director/Authorized Signatory

Gateau Propbuild Pvt. Ltd.



Authorized Signatory



2.1.16. contents of the annexures referred in the various clauses of this Agreement shall bear the same clause numbering of the clause in which relevant annexure is referred.

2.2. Purpose

2.2.1. This Agreement sets forth the terms and conditions for: (i) the grant of Additional Land Development Rights in favour of the Developer, (ii) re-instatement of the Original Collaboration Land Development Rights in favour of the Developer, (iii) the nature of the Project to be developed on the Project Land, and (iv) the rights and obligations of the Parties towards the implementation of the Project at the Project Land. The Parties have entered into this Agreement on a principal to principal basis.

2.2.2. PIPL shall extend cooperation and do all such acts and deeds that may be required under the Applicable Laws to give effect to the provisions of this Agreement.

2.2.3. The Parties have executed this Agreement relying upon mutual representations, warranties, covenants and assurances as set forth in this Agreement.

3. EFFECTIVE DATE

3.1. Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that the provisions of this Agreement shall be effective upon completion of the following conditions by PIPL or waiver by the Developer in terms of Clause 3.3 or 3.4 ("Conditions Precedent") to the Developer's absolute satisfaction ("Effective Date"):

(i) PIPL having obtained either (a) the change in developer approval/order from DTCP under the 'change in beneficial interest' policy dated February 18, 2015 ("Change of Developer Approval") recognizing and permitting the Developer, as the developer of the Project, or (b) the development license for the Project under NILP in furtherance to the NILP LOI directly in the name of the Developer, on or before expiry of 5 (five) months from the Execution Date;

(ii) PIPL having acquired, within 90 (ninety) days from Execution Date, land parcels ("75m Road Land"), such that minimum 18 m wide access to the Project Land through a 75m road is made available by PIPL through such arrangement as may be mutually agreed between the Parties.

Provided however, the Parties hereby agree that this Clause 3 along with Clauses 14.1, 18, 19, 20, shall come into effect on the Execution Date itself and shall be a valid and binding obligation of the Parties in terms hereof.

3.2. The costs and expenses incurred for fulfilment of all the Conditions Precedent hereinabove shall be solely borne by PIPL without any recourse to the Developer.

3.3. In the event, PIPL is unable to procure fulfilment of the Conditions Precedent detailed in Clause 3.1(i) to the Developer's satisfaction within the timelines provided hereinabove, then the

For Pyramid Infratech Pvt. Ltd.

Emaar India Limited

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Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

For Gallium

FOR AMARDEEP BUILDCON PRIVATE LIMITED
Director/Authorized Signatory

Authorized Signatory



Developer shall have the right, in its sole and absolute discretion, to either (a) extend the timelines for fulfilment of the Conditions Precedent, or (b) waive the requirement for fulfilment of such Conditions Precedent or change such Condition Precedent to a condition subsequent, or (c) exercise its entitlement (but not the obligation) to step-in for fulfilment of the Conditions Precedent within a time period of 180 (one hundred and eighty) days from expiry of the above prescribed timelines. The Developer shall give a prior written notice to PIPL, if the Developer decides to exercise its option to step in under this Clause 3.3. In the event the Developer is also unable to obtain fulfilment of the Conditions Precedent detailed in Clause 3.1(i) above within the said period of 180 (one hundred eighty) days, then either Party shall be entitled to provide a written notice to the other Party for reverting to the earlier understanding under the Original JDA subject to the modifications as detailed under **Schedule V** hereto. It is clarified that the proposed reversion under the Reversion Notice shall be effective immediately upon payment of Refund Amount, with applicable interest if any, in terms of Clause 3.5. In such event, Parties shall take necessary steps to achieve the above understanding including execution of appropriate documents required for implementing the understanding provided under **Schedule V** simultaneously with the payment of the Refund Amount.

- 3.4. In the event, PIPL is unable to procure fulfilment of the Conditions Precedent detailed in Clause 3.1(ii) to the Developer's satisfaction within the timelines provided hereinabove, then the Developer shall have the right, in its sole and absolute discretion, to either (a) extend the timelines for fulfilment of the Conditions Precedent, or (b) waive the requirement for fulfilment of such Conditions Precedent or change such Condition Precedent to a condition subsequent, or (c) exercise its entitlement (but not the obligation) to step-in for fulfilment of such Conditions Precedent within a time period of 180 (one hundred and eighty) days from expiry of the above prescribed timelines. The Developer shall give a prior written notice to PIPL, if the Developer decides to exercise its option to step in under this Clause 3.4.

In the event the Developer is also unable to obtain fulfilment of the Conditions Precedent detailed in Clause 3.1(ii) above within the said period of 180 (one hundred eighty) days, then the Developer shall have the right, in its sole and absolute discretion, to intimate PIPL in writing of its intention to either (a) proceed with the development of the Project subject to (i) fulfilment of all other Conditions Precedents in terms of this Clause 3, and (ii) adjustment of Sharing Ratio (as defined herein) to 42%:58% and consequent reduction in PIPL's Entitlement, in which case the term 'Sharing Ratio' shall stand automatically updated/ amended; or (b) provide a written notice to PIPL for reverting to the earlier understanding under the Original JDA subject to the modifications as detailed under **Schedule V** hereto. It is clarified that the proposed reversion under the Reversion Notice shall be effective immediately upon payment of Refund Amount, with applicable interest if any, in terms of Clause 3.5. In such event, Parties shall take necessary steps to achieve the above understanding including execution of appropriate documents required for implementing the understanding provided under **Schedule V** simultaneously with the payment of the Refund Amount.

If the Developer fails to provide written intimation with regard to exercise of its rights in terms of this Clause 3.4 prior to expiry of 180 days from exercise of step-in rights, PIPL shall have an option to provide a written notice to the Developer for reverting to the earlier understanding under the Original JDA subject to the modifications as detailed under **Schedule V** hereto. It is clarified that the proposed reversion under the Reversion Notice shall be effective immediately upon payment of Refund Amount, with applicable interest if any, in terms of Clause 3.5. In

For Pyramid Pyramid Infraztech Pvt. Ltd.

Emaar India Limited

Authorised Signatory

Gallium Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

For Gallium

For AMARDEEP BUILDCON PRIVATE LIMITED
Director/Authorised Signatory

For Gateau

Authorised Signatory



such event, Parties shall take necessary steps to achieve the above understanding including execution of appropriate documents required for implementing the understanding provided under Schedule V simultaneously with the payment of the Refund Amount.

It is clarified that PIPL shall not be considered to be in breach of its obligations to complete Conditions Precedent under Clause 3.1(ii), in case the Developer exercises its rights to develop the Project in terms of Clause 3.4.

3.5. In case of issuance of a Reversion Notice in terms of this Clause 3:

3.5.1. PIPL shall be liable to pay to the Developer, within 30 (Thirty) days of receipt of Reversion Notice from the Developer (a) the first tranche of IFRSD paid by the Developer as per Clause 11 hereof; and (b) costs and expenses incurred towards stamp duty and registration charges with respect to this Agreement; and (c) liquidated damages of an amount aggregating to INR 8,00,00,000/- (Rupees Eight Crores) (collectively "Refund Amount").

3.5.2. Simultaneously with the Developer receiving the Refund Amount, the Developer shall release the security created by PIPL in favour of the Developer to secure the First Tranche. In the event PIPL fails to pay the Refund Amount to the Developer within the timelines provided herein, PIPL shall be liable to pay an interest calculated at the rate of 18% (eighteen percent) per annum on the Refund Amount in case of delay beyond the aforesaid due date.

3.5.3. PIPL further agrees that for a period of 2 (two) years from the date of Reversion Notice, PIPL shall provide a Right of First Refusal (hereinafter referred to as "ROFR") to the Developer to develop the Project Land on the same terms and conditions as offered to PIPL by any such third party, and the Developer shall respond, in writing, to the said offer of PIPL within 30 (Thirty) days of receipt of such offer to either accept or decline such terms and conditions of development. In the event, (a) no written response is received by PIPL from the Developer, or (b) the Developer declines such terms and conditions of development, in both cases within the said period of 30 (thirty) days, then PIPL shall be entitled to conclude such transaction with the third party without any further reference to the Developer.

3.6. PIPL agrees and undertakes to provide and/or execute all documents/ applications/ information required to be submitted to DTCP for completion of any or all of the Conditions Precedent, should the Developer choose to (a) exercise its step in rights in terms of Clause 3.2 above, or (b) proceed with Project in terms of Clause 3.4 above. Developer shall render reasonable support and cooperation to PIPL for completion of the Conditions Precedent.

3.7. Notwithstanding anything contained herein, this Agreement cannot be terminated by either of the Parties and shall be irrevocable after the Effective Date.

4. DEVELOPMENT RIGHTS

4.1. On and from the Effective Date and in accordance with terms of this Agreement, exclusive Additional Land Development Rights in respect of the Additional Land shall stand granted to

For Pyramid Infratech Pvt. Ltd.

Authorized Signatory

Gallium Propbuild Pvt. Ltd. vs. L14 Anandeeep Buildcon Pvt. Ltd.

For Gallium

Authorized Signatory

For ANANDDEEP BUILDCON PRIVATE LIMITED

Director/Authorized Signatory

Enaar India Limited

Gateau Propbuild Pvt. Ltd. vs. L14 Pyl. Ltd.

Authorized Signatory



the Developer and the Original Collaboration Land Development Rights shall be re-instated in favour of the Developer. The Developer shall be entitled to exclusively implement/ construct/ develop the Project, at its own costs and expenses in accordance with the terms of this Agreement, including but not limited to the quality, cost, design, sales price, sales velocity, layout, aesthetics, Marketing etc.

- 4.2. The Development Rights are irrevocable after the Effective Date, save and except specifically agreed herein.
- 4.3. The possession of the Project Land shall be duly handed over to the Developer on the Effective Date for the purpose of exercising Development Rights.
- 4.4. Simultaneously with the execution of this Agreement, PIPL has also executed and registered a separate general power of attorney in favour of the Developer (the "GPA") in respect of the Additional Land which shall be effective on and from the Effective Date, so as to enable the Developer to perform all its obligations and utilise all its entitlements/ benefits/ rights as stated under this Agreement including to sign the allotment and transfer documents in favour of Purchasers in accordance with the terms of this Agreement. The Developer shall be entitled to appoint one or more authorised representatives under/ through the GPA for the exercise of any or all of the powers and authorities thereunder in favour of its authorised representatives. PIPL agrees and undertakes that the GPA shall be irrevocable and shall not be cancelled, revoked or modified in any manner except as provided under this Agreement and shall be co-terminus with this Agreement.
- 4.5. Upon sale/ allotment/ transfer of 75% (seventy five percent) of Saleable Area constructed in the first phase of the Project using the Base FSI, the Developer shall intimate, in writing, PIPL of (i) such sale/ allotment/ transfer of Saleable Area; and (ii) planned launch date of the next phase of the Project ("**Projected Launch Date**"). PIPL agrees and undertakes to obtain requisite transferable development rights ("**TDR**") for balance phases of the Project, at-least 6 (Six) months before the Projected Launch Date, at its own cost and expense including costs and expense for enabling utilization of the TDR on the Project Land i.e. utilisation charges (by whatever name called) levied by DTCP in this regard, such that a minimum FAR of 2.5, excluding GRIHA FAR, is available for the construction and development of the Project. PIPL agrees and acknowledges that upon PIPL either confirming its inability or opting not to procure the requisite TDR in terms hereof, the Developer shall have the right, but not an obligation, to contribute TDR for the Project. In case the Developer contributes the TDR, the cost and expenses for procuring/ contributing and enabling utilization of such TDR and GST applicable on the transfer of such TDR shall be borne by the Developer and then, PIPL's Entitlement in corresponding revenue arising from utilisation of such TDR shall stand adjusted to 28% and the Developer shall be entitled to the remaining corresponding revenues arising from utilisation of such TDR. The terms 'PIPL's Entitlement', 'Developer's Entitlement' and 'Sharing Ratio' shall accordingly stand updated with regard to the corresponding revenue arising from utilisation of such TDR. For avoidance of doubts, it is clarified that the PIPL's Entitlement in the revenue arising from utilisation of the TDR (other than the TDR contributed by the Developer, as above) shall remain unchanged.
- 4.6. In case the Developer refuses, in writing, that it does not want to contribute such TDR, then PIPL shall be entitled to procure the same from any third party at market rate, however

For Pyramid Infratech Pvt. Ltd.

Emaar India Limited

Gallium Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

For Gallium

Authorised Signatory

For Amardeep

Director/Authorised Signatory

AMARDEEP BUILDCON PRIVATE LIMITED

Authorised Signatory



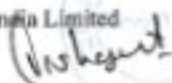
Developer will have a right to match the price and contribute TDR.

- 4.7. In the event the relevant Governmental Authorities allow any additional FAR to be developed on the Project Land in addition to the Project FAR, the Developer shall have the sole discretion and absolute right to decide consumption/ utilisation of such additional FAR on the Project or any portion thereof. PIPL undertakes and agrees to sign and execute all such documents deeds, forms and undertakings as required under the Applicable Laws and render support and cooperation to obtain permissions and sanctions for development/ construction of such additional FAR on the Project Land.
- 4.8. If the Developer opts for additional FAR in accordance with Clause 4.7 above, then the FAR shall be developed, constructed and sold on the same terms and conditions as provided in this Agreement and all revenues generated/receivables shall be shared in the same manner as provided for Project FAR in this Agreement. It is clarified that the Developer shall not be liable to make any additional payments/ consideration to PIPL in lieu of utilisation of additional FAR, save and except the share in the revenue generated/receivables from such additional FAR.
- 4.9. PIPL hereby agrees and acknowledges that the Developer shall have the option, but not an obligation, to add land parcels to the Project Land and obtain additional license in relation to the same, provided however, it is agreed between the Parties that PIPL shall not be entitled to any share in the revenue generated or benefit arising from such additional land parcels or the FAR associated with such land parcels. Having said that, it is clarified that in case the Developer proposes to add land parcels through collaboration with a third party or through acquisition from third party, the Developer shall obtain prior permission from PIPL. The Parties shall undertake necessary steps, including execution of necessary documents, for obtaining additional license and requisite Approvals for development of such additional land parcels as part of the Project. Further, any additional FAR arising from such land parcels added by the Developer may be added to the Project FAR by the Developer in its sole and absolute discretion, provided however, that PIPL shall not be entitled to any share in the revenue generated or benefit arising from development and sale of units constructed by utilising such additional FAR. Similarly, PIPL shall have the option to add additional land parcels to the Project Land, provided however, such additional land parcels are acceptable to the Developer. It is agreed between the Parties that the revenue generated or benefit arising from such additional land parcels added by PIPL or the FAR associated with such additional land parcels shall be shared between the Developer and PIPL in the Sharing Ratio. The Parties shall undertake necessary steps, including execution of necessary documents, for obtaining additional license and requisite Approvals for development of such additional land parcels as part of the Project.
- 4.10. The Parties hereby agree and acknowledge that the Developer may be required to deposit 3 (three) times the applicable collector rate or any other such fee as required in lieu of 10% of the Project Land to be surrendered in favor of relevant Governmental Authorities, in terms of NILP. The Parties further agree that any and all costs involved in relation to the above (along with applicable taxes) shall be shared between PIPL and Developer in ratio of their entitlement under Clause 10 of this Agreement. If either Party has not paid its share in term of this Clause, then such amount shall be recovered/ adjusted from such Party's entitlement in the Net Sales Revenue by reducing an equivalent amount. Such amounts deducted from the relevant Party's entitlement shall be credited to the other Party's account which has paid the said cost.

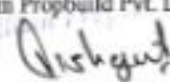
For Pyramid Infratech Pvt. Ltd.
Pyramid Infratech Pvt. Ltd.


Authorized Signatory

Ensaar India Limited



Gallium Propbuild Pvt. Ltd. *et. Ltd.*

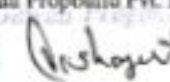
For Gallium Propbuild Pvt. Ltd.

Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

FOR AMARDEEP BUILDCON PRIVATE LIMITED

Authorized Signatory

Gateau Propbuild Pvt. Ltd.

For Gateau Propbuild Pvt. Ltd.

Authorized Signatory

- 4.11. If required by the Developer after the Effective Date, the Parties shall jointly undertake on a best-efforts basis, exchange of the revenue rasta land passing through the Additional Land from the concerned Governmental Authority to ensure that no third party/government interest exists in relation to all land parcels falling within the Project boundaries.

5. EXISTING ENCUMBRANCE AND LAUNCH

- 5.1. PIPL shall, prior to making application of RERA Registration of the Project by the Developer, obtain a charge release/no dues cum no objection certificate from CSL Finance (in the format acceptable to the Developer) for the Existing Encumbrance, and confirming removal of the Existing Encumbrance on the Additional Land. In the event PIPL fails to procure the charge release/no dues cum no objection certificate from CSL Finance in terms hereof, the Developer shall have the right, but not the obligation, to: make payments to CSL Finance required for removal of the Existing Encumbrance, provided that upon such payment by Developer, PIPL's Entitlement shall automatically be reduced by an amount equivalent to 1.25 times the payments made by the Developer to CSL Finance.
- 5.2. Subject to (a) Clause 5.1 above, and (b) there being no breach of PIPL's obligations/ covenants/ representations/ warranties which is likely to hinder/ delay/ obstruct the launch/ development of the Project, the Developer shall Launch the first phase of the Project under its brand name 'Emaar' within 9 (nine) months from the Effective Date ("Launch Date"). However, the Developer shall not be under any obligation to (i) Launch the Project within the aforesaid timeline, if there is a restriction under the Applicable Laws to Launch the Project; and/ or (ii) Launch the Project on such portion of the Project Land where there is a subsisting title defect.

6. CONSTRUCTION AND DEVELOPMENT OF THE PROJECT

- 6.1. The Project shall be constructed and developed by the Developer at its own costs and expenses. The Project shall be solely implemented/ developed and driven by the Developer. The quality, cost, design, layout, aesthetics, landscaping, architecture, sales price, sales velocity, product-mix, sizes, specification, implementation, Marketing etc. of the Project shall be at the sole discretion and expertise and costs of the Developer, without any consultation with PIPL.
- 6.2. The Developer shall be entitled to appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary, costs, compensation of such persons.
- 6.3. The landscaping, architecture, construction, design, implementation etc. including the calculation of super built up area and Saleable Area of the Project shall be at the sole discretion, costs and expertise of the Developer.
- 6.4. PIPL understands and agrees that the Developer may undertake construction and development of the Project in such phases as may be deemed fit by the Developer. Subject to PIPL complying with its obligations in a timely manner in terms hereof, the Developer shall ensure the Project development timelines as provided in RERA shall be strictly adhered to and shall procure the occupation certificate in respect of the last phase of the Project on or before the Completion Date, subject to any automatic extensions in terms of this Agreement. Any breach of this

For Pyramid Infratech Pvt. Ltd.

Emaar India Limited

Gallium Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

For

For Gallium Propbuild Pvt. Ltd.

Director/Authorised Sign

Authorised Signatory



representation / assurance by the Developer will be considered an Event of Default under this Agreement.

- 6.5. Until the Developer procures the occupation certificate in respect of each phase, the Developer shall be responsible for compliance with such conditions of the Licenses and Applicable Law in relation to such phase of the Project as are required to be complied with by the Developer. Any conditions/ compliance required to be met/ maintained by PIPL in terms of Applicable Law shall be duly met/ maintained by PIPL.

7. APPROVALS

7.1. Consents and Approvals

- 7.1.1. Except as specifically required to be obtained by PIPL in terms hereof (including Clauses 3.1(i), 4.5 and 4.10), the Developer shall be solely responsible, on and from the Effective Date, for procuring all other necessary Approvals, licenses, permission, NOC etc. for the development and construction of the Project on the Project Land (including registration of the Project under RERA and compliances with Haryana RERA rules framed thereunder, Haryana Development & Regulations of Urban Areas Act, 1975 and the rules framed thereunder) at its own cost and expenses. It is further agreed that each Party shall provide all necessary assistance and documents and information as are required by other Party in accordance with Applicable Law for obtaining, renewing or modifying the Approvals required to be procured by the Parties in accordance with this Clause.
- 7.1.2. The Parties hereby agree that the conceptualization, master planning, architecture, design, zoning, layout plan and the building plan for the entire Project shall be done by the Developer in accordance with Applicable Law and at the sole and absolute costs and discretion of the Developer without any recourse to or interference from PIPL.
- 7.1.3. PIPL shall be solely responsible for payment of any amounts payable to DTCP towards external development charges and internal development charges, until the date of receipt of Change of Developer Approval. Subsequent to receipt of Change of Developer Approval, the Developer shall make payments towards any amounts payable to the DTCP towards external development charges and internal development charges. Notwithstanding the foregoing, the Parties agree that the external development charges and internal development charges along with applicable taxes shall be borne by the Developer and PIPL in the same ratio as the ratio between Developer's Entitlement and PIPL's Entitlement ("Sharing Ratio").
- 7.1.4. PIPL shall under no circumstance be held liable and responsible for any non-compliance, omission and commission, breach or violation of the Approvals by the Developer, except in case such non-compliance, omission and commission, breach or violation is attributable to PIPL. It is made clear that any proceedings instituted by any person against PIPL with respect to any non-compliance, omission and commission, breach or violation of the Approvals by the Developer shall be defended at the cost and expenses of the Developer and the Developer shall assume full responsibility in the said proceedings, except in case such proceedings are instituted in relation to or arising out of reasons attributable to PIPL.

For Pyramid Pyramid Infratech Pvt. Ltd.

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For Gallian Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

For Gateau Propbuild Pvt. Ltd.

Authorized Signatory



8. PROJECT FINANCE AND MORTGAGE

- 8.1 To facilitate the construction/ development of the Project and all other costs, expenses and payments to be made or incurred by the Developer relating to the Project/ Project Land and under this Agreement, the Developer shall be entitled to create mortgage and, or charge and, or, hypothecation, security, and, or, Encumbrance over the Project Land, the Project, the Development Rights, FSI/ FAR, saleable/ leasable area, charge over the receivables except creation of an Encumbrance over the PIPL's Entitlement. It is hereby clarified that the Developer shall not be entitled to create such Encumbrances until PIPL has received the IFRSD (in full).
- 8.2 Pursuant to Clause 8.1, the Parties further agree and acknowledge that, the Developer shall have the irrevocable right to execute and register all the documents, agreements, letters, undertakings, writings, letters, declaration, etc. and the like on behalf of PIPL, without requirement of any reference to or consent of PIPL for any such lending/ financing or mortgages/ charges/ Encumbrance.
- 8.3 Notwithstanding anything to the contrary contained in this Clause 8, PIPL shall not incur any monetary liability to discharge any debt (including any interest, costs, penalties damages, etc.) contracted by the Developer by creation of charge as stated in this Clause. In the event of default of any financial assistance availed by the Developer by creation of charge or mortgage as stated in this Clause, PIPL shall have no objection if the charge/ mortgage is enforced for realization of debt against the receivables of the Project and, or the Project Land and, or, against the Developer, save and except the PIPL's Entitlement under this Agreement. PIPL shall not be liable to repay any debt availed by the Developer by creation of charge or mortgage against the Project and, or the Project Land and, or, the Developer's Entitlement including any interest, penalty, charges, damages, etc. It is clarified that in the event of any enforcement of mortgage/ charge, leading to transfer or assignment of the Project Land/ Project or part thereof, the PIPL's Entitlement shall survive and remain in full force and effect and binding on such assignee/ transferee.

9. MARKETING, BRANDING AND ALLOTMENT/ SALE/ TRANSFER OF THE SALEABLE AREA

- 9.1 Subject to registration of the Project under RERA, the Developer shall have the exclusive rights/ entitlement of Marketing the Project. The entire Saleable Area of the Project shall be marketed by the Developer exclusively, at its own costs and expenses. The Parties agree that all decisions regarding the Marketing (including branding, pricing, sales, product mix) and all other decisions pertaining to the Project shall be taken by the Developer exclusively.
- 9.2 The Developer shall be entitled to select and finalise a Project name as deemed appropriate by it at its sole discretion. Notwithstanding anything, the Project shall always be promoted only under the brand name of the Developer i.e. "Emaar" with such prefix/ suffix as decided by the Developer exclusively. Logos as nominated by the Developer only, shall appear in all the Marketing and sales collaterals, signboards, billboards, promotional materials, brochures, agreements and allotment documents to be executed with the prospective purchasers and all correspondences with such Purchasers of the Saleable Area.

For Pyramid Infratech Pvt. Ltd.

Pyramid Infratech Pvt. Ltd.

Authorized Signatory

Emaar India Limited

For Galliam Propbuild Pvt. Ltd.

For

Authorized Signatory

For Amardesh Buildcon Pvt. Ltd.

Director/Authorized Signatory

For Gateau Propbuild Pvt. Ltd.

Authorized Signatory

AMARDESH BUILDCON PRIVATE LIMITED



- 9.3. The Developer shall be entitled to launch and Market/ sell/ transfer the Saleable Area under the Project in such phases as the Developer deems fit and appropriate, subject to the terms of this Agreement.
- 9.4. Subject to the terms of this Agreement, the Developer shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by/ with the Purchasers for the entire Saleable Area at the Project, including but not limited to Marketing brochure/ prospectus, application forms, provisional/ final allotment letters, apartment/ unit buyer agreements, sale/ conveyance deeds/ transfer deeds, maintenance agreements and others as the Developer may consider appropriate. The Developer shall be free to solely and exclusively negotiate and finalize the terms of all such sales and transfer with the Purchasers.
- 9.5. All advertisement rights shall vest absolutely with the Developer including its timing, format etc. The design of all Marketing and selling materials will be at the discretion of the Developer and contents of all advertisement/ Marketing materials shall be in consonance of all Applicable Laws. The layout of the components of the advertisement/ Marketing materials etc. shall be in such formats as may be decided by the Developer.
- 9.6. The Parties hereto agree that only the Developer's (or any of its affiliates as deemed appropriate by the Developer) contact details (address, phone numbers etc.) would appear on all Marketing and selling materials.
- 9.7. All Purchaser related documentation with respect to the Saleable Area shall be in the form and manner decided and prepared by the Developer in accordance with the Applicable Laws. The Developer shall be entitled to sign/ execute/ issue the same for itself and on behalf of PIPL (deriving authorizations from the GPA).
- 9.8. In the event it is required under Applicable Laws to give ownership rights or title of any Saleable Area to the Purchasers, PIPL shall execute the deed of declaration/ sale deed/ conveyance deed or any other document with respect to Saleable Area in favour of Purchaser(s). It is agreed that all obligations and compliance with regard to RERA and the rules made thereunder that are usually required to be undertaken by a developer of a real estate project in accordance with the provisions of RERA shall be at the sole responsibility of the Developer and all obligations and compliance with regard to RERA and the rules made thereunder that are usually required to be undertaken by a landowner of a real estate project in accordance with the provisions of RERA shall be the sole responsibility of the PIPL.
- 9.9. The Developer shall be entitled to sell/ transfer the Saleable Area comprised in the Project, without any reference to PIPL. The Developer retains the right to independently deal with such Saleable Area (including to sell/ transfer/ assign) without any consent or approval or hindrance of PIPL. Notwithstanding the above, the Developer shall not Launch the Saleable Area at a price below the minimum sale price as may be mutually agreed upon between the Developer and PIPL in writing.

10. ENTITLEMENT OF PARTIES

- 10.1. In consideration of vesting of Additional Land Development Rights in Developer to develop the Project Land, and subject to Clause 3.4, the Developer shall pay to PIPL an amount

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Amardeep Buildcon Pvt. Ltd.

Gatenu Propbuild Pvt. Ltd. Ltd.

For

Authorized Signatory

Authorized Signatory

For

Authorized Signatory

Director/Authorized Signatory



equivalent to 43% share in Net Sales Revenue generated out of the sale of the total Saleable Area in the Project, subject to applicable deduction at source as per Applicable Law and Clause 12.2 hereof ("PIPL's Entitlement"). The Developer shall be entitled to the balance 57% of the Net Sales Revenue arising from the sale of the total Saleable Area in the Project ("Developer's Entitlement").

- 10.2. In the event any Saleable Area in the Project remains unsold at the time of receipt of occupancy certificate in respect of each phase of the Project, such unsold Saleable Area shall be distributed between the Parties in the Sharing Ratio. In such event, Parties shall execute an allocation agreement, on equitable basis, within 15 (fifteen) days of receipt of occupancy certificate in respect of such phase of the Project. Notwithstanding anything to the contrary contained in this Agreement, it is clarified that the units falling to the share of PIPL pursuant to the foregoing, shall be allocated/ allotted by the Developer to PIPL or its nominees free and clear of all Encumbrances, and the cost and expenses for removal or clearance of such Encumbrances shall be borne and paid by the Developer alone without recourse to the Net Sale Revenue.
- 10.3. The Parties agree that they shall pay GST in accordance with the applicable rates/laws and its interpretation on the transfer of rights under this Agreement or any transaction contemplated herein (including this Agreement). However, in the event, due to any amendment in Applicable Laws or interpretation thereof, the liability on account of GST increases beyond current applicable rates, then any excess or incremental value of the GST shall be borne by the Parties equally.
- 10.4. Parties hereby agree and acknowledge that due to significant delays in grant of necessary approvals by relevant Governmental Authorities, the Developer has suffered significant losses to the tune of INR 85,00,00,000. Accordingly, in the best interest of development of the Project Land, the Parties have agreed to settle its losses in lieu of PIPL making payment to the Developer of an amount of INR 77,00,00,000 (Rupees Seventy Seven Crores) as liquidated damages. Therefore, unless otherwise agreed between the Parties, on the Effective Date, the Developer shall be entitled to: (a) set-off an amount of INR 68,00,00,000 (Rupees Sixty Eight Crores) paid by PIPL to Developer in furtherance of the Original JDA against the payment obligations of PIPL under this Clause 10.4, and (b) receive INR 9,00,00,000 (Rupees Nine Crores) inclusive of tax deduction at source. PIPL agrees that on and from the Effective Date, it shall have waived any claims against the Developer with respect to the payments made in furtherance of the Original JDA. PIPL shall, on the Effective Date, share all certificates/ challans evidencing payment of withheld amounts to the relevant Government Authority.

11. SECURITY DEPOSIT

- 11.1. Developer shall pay an amount of INR 125,00,00,000/- (Indian Rupees One Hundred Twenty Five Crores only) as interest free refundable security deposit ("IFRSD") to PIPL for performance of its following obligations in following manner:

- (i) **First Tranche:** An amount of INR 25,00,00,000 (Indian Rupees Twenty Five Crores) shall be paid simultaneously with the execution and registration of this Agreement ("First Tranche"). It is agreed between the Parties that the First Tranche shall be secured by the creation of the following security interest by PIPL in favour of the Developer:

For Pyramid Infratech Pvt. Ltd.

Pyramid Infratech Pvt. Ltd.

Authorized Signatory

Emaar India limited

Gallium Propbuild Pvt. Ltd.

Gallium Propbuild Pvt. Ltd.

Authorized Signatory

Amardeen Buildcon Pvt. Ltd.

Amardeen Buildcon Pvt. Ltd.

Director/Authorized Signatory

For Gateau Propbuild Pvt. Ltd. Ltd.

Gateau Propbuild Pvt. Ltd. Ltd.

Authorized Signatory

For AMARDEEN BUILDCON PRIVATE LIMITED



lien/charge over units/ built-up/ saleable area in any real estate project of PIPL acceptable to the Developer or any other mutually acceptable security, with market value equivalent to at least 1.5 times of the First Tranche by way of duly executed fully paid-up allotment letters and builder buyer agreements being issued in the name of the Developer with respect to such units/ built-up/ saleable area.

It is further agreed that such security interest shall be removed by way of cancellation of such allotment letters and builder buyer agreements on the Effective Date.

- (ii) **Second Tranche:** An amount of INR 75,00,00,000 (Indian Rupees Seventy Five Crores) shall be paid by the Developer on the Effective Date ("Second Tranche") either to PIPL, or the Escrow Account of PIPL and CSL Finance, if the loan obtained by PIPL from CSL Finance remains unpaid or the Existing Encumbrance of CSL Finance over the Additional Land remains undischarged, directly upon written confirmation from PIPL and subject to the terms of conditional no objection certificate provided by CSL Finance.
- (iii) **Last Tranche:** Balance amount of INR 25,00,00,000 (Indian Rupees Twenty Five Crores) shall be paid by the Developer upon obtainment of building plan approval for the Project from concerned Governmental Authority ("Last Tranche"), either to PIPL, or the Escrow Account of PIPL and CSL Finance, if the loan obtained by PIPL from CSL Finance remains unpaid or the Existing Encumbrance of CSL Finance over the Additional Land remains undischarged, directly upon written confirmation from PIPL and subject to the terms of conditional no objection certificate provided by CSL Finance. The Developer shall, within 3 months from Effective Date, prepare the building plan in accordance with the Applicable Laws and submit the same to PIPL for assisting in obtaining building plan approval from concerned Governmental Authority. Notwithstanding anything to the contrary contained herein, in the event, Developer fails to prepare and submit the building plan in accordance with the terms hereof, Developer shall make payment of the Last Tranche to PIPL upon expiry of the aforesaid timeline. However, it is agreed between the Parties that in the event the Last Tranche is paid prior to receipt of the building plan approval for the Project in the name of the Developer then until receipt of the building plan approval, the Last Tranche shall be secured by the creation of the following security interest by PIPL in favour of the Developer:

lien/charge over units/ built-up/ saleable area in any real estate project of PIPL acceptable to the Developer or any other mutually acceptable security, with market value equivalent to at least 1.5 times of the Last Tranche by way of duly executed fully paid-up allotment letters and builder buyer agreements being issued in the name of the Developer with respect to such units/ built-up/ saleable area.

It is further agreed that such security interest shall be removed by way of cancellation of such allotment letters and builder buyer agreements upon receipt of the building plan approval of the Project.

11.2. The IFRSD shall be refunded/ adjusted proportionately from PIPL's Entitlement over the entire duration of the Project, subject to provisions of Clause 11.4 below. Subject to the above, until

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refund of the entire IFRSD to the Developer, 5% (five percent) from each payment towards PIPL's Entitlement shall be utilised to refund the outstanding amount of IFRSD to the Developer.

- 11.3. In the event of failure of the Developer to pay to PIPL the IFRSD as set out in Clause 11.1 above, then PIPL shall provide a grace period of 1 (one) month to rectify the failure, subject to payment of interest on the balance amount payable @ 18% per annum to PIPL from the due date of payment till the actual date of payment. The Developer agrees that such payment of interest shall be made simultaneously with the payment of overdue IFRSD amount.
- 11.4. The Parties hereto agree that in the event the Developer fails to pay the PIPL's Entitlement as set out in Clause 10.1 hereinabove, then PIPL shall set-off the IFRSD against PIPL's Entitlement payable by the Developer to PIPL, without any demur, reservation, contest, protest and/or without any reference to Developer. The Developer shall not make any claim of recovery of the IFRSD amount post its adjustment against PIPL's Entitlement. On PIPL setting off the IFRSD against PIPL's Entitlement, no amount towards refund of IFRSD shall be payable by PIPL to the Developer. Only in the event PIPL's Entitlement is more than the IFRSD, PIPL shall be entitled to recover the additional amount.

12. COLLECTION OF RECEIVABLES

- 12.1. The Developer shall be entitled to collect all the revenue/ consideration received from the Purchasers i.e. Net Sales Revenue and Pass Through Charges, excluding maintenance security deposit, advance maintenance charges, association deposit, utility connection charges, stamp duty and registration charges, in an escrow account ("Project Collection Account"). 70% (seventy percent) of the Net Sales Revenue and Pass Through Charges, excluding maintenance security deposit, advance maintenance charges, association deposit, utility connection charges, stamp duty and registration charges, in the Project Collection Account shall be transferred, on a standing instruction basis, to another account maintained and operated by the Developer and duly registered with RERA ("RERA Account"). The balance 30% (thirty percent) of Net Sales Revenue and Pass Through Charges, excluding maintenance security deposit, advance maintenance charges, association deposit, utility connection charges, stamp duty and registration charges, shall be transferred from the Project Collection Account, on a standing instruction basis, to another account maintained and operated by the Developer ("Operations Account").
- 12.2. PIPL hereby agrees to bear the proportionate (calculated basis the Sharing Ratio) cost of: (a) the brokerage charges at actuals or 4% of all the revenue/ consideration received from the Purchaser (along with applicable GST), whichever may be lower, and (b) the EDC and IDC payable in respect of the Project. Accordingly, any payout of PIPL's Entitlement pursuant to this Agreement shall be made net of such adjustment. It is clarified that any brokerage charges paid over and above 4% of all the revenue/ consideration received from the Purchasers (along with applicable GST) shall be borne solely by the Developer and shall be adjusted against the Developer's Entitlement such that PIPL's Entitlement is not impacted as a result of aforesaid increase in the brokerage charges (along with applicable GST).
- 12.3. The amounts deposited in the Operations Account shall be distributed amongst the Developer and PIPL in the ratio of 1/3rd: 2/3rd, respectively. For avoidance of doubts, it is clarified that

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2/3rd of the amounts deposited in the Operations Account shall be utilised to pay PIPL's Entitlement until such time that the PIPL's Entitlement is fully paid in terms of Clause 10, and the balance 1/3rd of the amounts deposited in the Operations Account shall be utilised to pay Developer's Entitlement.

- 12.4. Further, subject to adjustments set out in Clause 12.2 above, the amounts deposited in the RERA Account shall be distributed, if permissible under RERA to be withdrawn, amongst the Developer and PIPL in the Sharing Ratio until such time that the PIPL's Entitlement is fully paid in terms of Clause 10. Without prejudice to the foregoing, the amount deposited in RERA Account that is apportioned towards PIPL's Entitlement and which could not be distributed to PIPL due to provision of RERA, shall be maintained in a fixed deposit (free from all Encumbrances) and any interest accruing in relation thereto shall be to the account of and paid to PIPL. It is further clarified that the interest on such fixed deposit, if any, whether accrued or received by PIPL, shall be excluded from calculation of PIPL's Entitlement in terms of this Agreement. The said fixed deposit shall be liquidated to make payment towards PIPL's Entitlement, as and when such amounts are permitted to be withdrawn under RERA. Further, any other remaining amounts in the RERA Account may be withdrawn or utilised by the Developer for construction and development of the Project, in terms of Applicable Law. The Developer agrees and acknowledges to withdraw, subject to provision of RERA, Project Land cost in proportion to the construction and development being undertaken on the Project Land. For avoidance of doubt, it is clarified that the Developer shall not withdraw any amount from RERA Account (other than for meeting cost of construction and development of the Project) prior to making proportionate payout of PIPL's Entitlement.
- 12.5. The Developer assures, confirms, and undertakes to provide quarterly (a) sales and receivables data i.e. units sold, rates, amounts collected from the Purchasers, (b) bank account statement of RERA Account, (c) bank account statement of Operations Account, (d) statements of amounts released to the Developer from Operations Account and RERA Account, and (e) statements of amounts released to PIPL from the Operations Account and RERA Account.
- 12.6. It is hereby clarified that once the entire PIPL's Entitlement (as identified in Clause 10) is fully paid in terms of this Clause, thereafter, the entire revenue / consideration received from the Purchaser, whether lying in the Operations Account or RERA Account shall solely belong to the Developer and PIPL shall have no claim/ share in relation to the same.

13. MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS OF THE PARTIES

- 13.1. The Parties hereby agree that the Developer shall have the exclusive rights, power and authority to plan, conceptualize, design, develop, construct, Market, launch and sell the Project utilizing the entire Project FAR. It is agreed and understood between the Parties that the Developer shall be entitled to take all decisions including operational decisions in relation to all aspects of the development of the Project including but not limited to contracting, design, costing accounts etc.
- 13.2. The Developer shall be entitled to exclusively select the set of brokers and deploy other personnel for the purpose of Marketing and to manage the site sales, salaries. All of the development and constructions on the Project Land shall be owned by the Developer (except

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of the units which shall be allocated between the Developer and PIPL in terms of Clause 10.1 hereof) and shall vest absolutely in favour of the Developer without any further requirements of any actions, transfer or conveyance from PIPL.

- 13.3. The Parties hereby agree to comply with all the terms, conditions and its obligations contained in the Agreement in a time bound manner without any delay or demur.
- 13.4. Except PIPL's obligation with respect to the title of the Additional Land and Original Collaboration Land (on and from the date of execution of the Original JDA but prior to the Execution Date) and, or, any obligation or liability imposed on a landowner under the Applicable Law, the Developer shall be solely responsible for all RERA Act and HRERA Rules related compliance including payment of compensation, penalties, etc. qua the Project, Governmental Authority(ies) as well as buyer(s)/ allottee(s).
- 13.5. PIPL shall forthwith provide the Developer notice of any claim, litigation, proceeding, investigation received by PIPL or of which PIPL becomes aware in relation to the Project Land or Project. In the event PIPL receives any communication, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and/ or any third party, that may be related to the Project Land or the Project, it shall within 3 (three) Business Days of receipt of the said communication, correspondence, notice, demand, share it with the Developer. Similarly, the Developer and the Confirming Parties shall provide PIPL notice of any claim, litigation, proceeding, investigation received by the Developer and/or the Confirming Parties or of which the Developer and/or the Confirming Parties becomes aware in relation to the Project Land and/or Project. In the event the Developer and/or the Confirming Parties receives any communication, correspondence, notice, demand etc. of any nature whatsoever from any Governmental Authority and/ or any third party, that may be related to the Project Land and/or the Project, it shall within 7 (seven) Business Days of receipt of the said communication, correspondence, notice, demand, share it with PIPL.
- 13.6. Except as otherwise provided under this Agreement, PIPL, at any time after the Effective Date, shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance (other than Existing Encumbrances) in or over or in relation to the Development Rights, the Project Land or the Project.
- 13.7. PIPL shall cure any defect in title in respect of the Additional Land at all times at its own costs and expenses. PIPL shall cure any defect in title in respect of the Original Collaboration Land (if such defect pertains to the period after the date of execution of the Original JDA but prior to the Execution Date), which are not attributable to the Developer and the Confirming Parties, at all times at its own costs and expenses. PIPL shall not do any act of omission or commission in relation to the Project Land or otherwise that would prejudice the development or construction on the Project Land.
- 13.8. PIPL recognizes that the Developer shall be investing substantial money and incurring substantial expenditure in connection with the construction of the Project and PIPL hereby agrees that it shall not restrain, object to or do any act which hinders the Developer from carrying out the construction of the Project in any manner whatsoever except as otherwise

For Pyramid Infra

Pyramid InfraTech Pvt. Ltd.

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Gallium Propbuild Pvt. Ltd.

For Gallium Propbuild Pvt. Ltd.

Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

For AMARDEEP BUILDCON PRIVATE LIMITED

Authorized Signatory

Emaar India Limited

For Gallium Propbuild Pvt. Ltd.

Gallium Propbuild Pvt. Ltd.

Authorized Signatory



permitted under this Agreement.

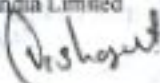
- 13.9. It being expressly agreed that in the event PIPL fails to take effective steps with respect to any of PIPL obligations under this Agreement, then notwithstanding any other right or remedy available to the Developer under this Agreement or Applicable Law, the Developer shall be entitled to take necessary steps for undertaking PIPL's obligations at PIPL's cost and expenses.
- 13.10. The Developer shall at all times have the right (but not an obligation) to step-in and cure/ rectify/ settle any title defect in the Additional Land at the cost and expense of PIPL, if such title defect in the Additional Land is not cured, rectified, or settled by PIPL within 90 (ninety) days. If due to such title defect in the Additional Land, there is any stoppage of the construction, development or sale of the Project, then the Developer shall have the right (but not an obligation) to step-in and cure/ rectify/ settle any title defect in the Additional Land at the cost and expense of PIPL, without providing PIPL, the said 90 (ninety) days period to cure/ rectify/ settle the same. The Developer shall provide a prior notice of information to PIPL before exercising such step-in rights and prior to incurring any costs and expenses towards settling, rectification or curing the same.
- 13.11. PIPL covenants with the Developer that upon the transfer of entire Saleable Area in the Project and/ or on utilization of the entire Project FAR in the Project Land or the Project being completed and upon formation of the Common Organisation by the Developer comprising of the Purchasers of the Project, PIPL shall do such acts, deeds and things as may be required under the Applicable Laws as a landowner of the Additional Land, by the Developer for the purposes of handover of the entire charge of the Project with respect to the maintenance of the Project including conveying/ transferring the underlying Project Land.
- 13.12. PIPL shall be solely responsible for all the claims and/ or actions instituted by the Purchasers, in respect of any title defect of PIPL in the Additional Land.
- 13.13. PIPL shall be solely responsible for all the claims and/ or actions instituted by the Purchasers, in respect of any title defect in the Original Collaboration Land which are not attributable to the Developer and the Confirming Parties (and if such defect pertains to the period after the date of execution of the Original JDA but prior to the Execution Date).
- 13.14. PIPL and its authorized officers and employees shall have full, complete and unobstructed access to the Project Land during the business hours subject to safety protocols and other guidelines implemented by the Developer.
- 13.15. PIPL further agrees to secure access, as more particularly set out in Annexure II, to black top 24 m wide road, at its own cost and expense, prior to Launch of the Project. In the event, PIPL expresses its inability or fails to secure access to 24m wide road prior to Launch of the Project, the Developer may secure such access at the cost and expense of PIPL. Such cost and expense may be adjusted by the Developer, in its sole and absolute discretion, from the PIPL's Entitlement.
- 13.16. The Parties undertake and confirm that any bankruptcy, liquidation and, or insolvency proceedings or event leading to the same shall in no manner affect the rights and entitlement of the other Parties to this Agreement.

For Pyramid Infratech Pvt. Ltd.

Pyramid Infratech Pvt. Ltd.

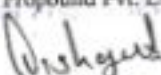

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For Gallium Propbuild Pvt. Ltd.

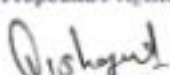
Gallium Propbuild Pvt. Ltd.


Authorized Signatory

Amardeep Buildcon Pvt. Ltd.


FOR AMARDEEP BUILDCON PRIVATE LIMITED
Director/Authorized Signatory

Gallium Propbuild Pvt. Ltd.


Authorized Signatory



- 13.17. Each Party undertakes that in event of bankruptcy, liquidation and, or insolvency proceedings or event leading to the same, such Party shall take all steps as are required to protect the rights, entitlements and interest of the other Parties under this Agreement.
- 13.18. The Developer shall be solely and exclusively entitled to open the escrow accounts for the Project and, or, pertaining to the Project Land and shall be solely and exclusively entitled to enter into and execute the escrow agreement for the establishment of such escrow accounts and the Landowner shall not have any right (a) to open any bank account pertaining to the Project Land or the Project; and (b) to enter into or execute any escrow agreement for the Project or pertaining to the Project Land. It is clarified that PIPL shall be entitled to open a bank account for receipt of PIPL's Entitlement.
- 13.19. All documents in relation to the title of the Original Collaboration Land shall be retained by the Developer. Any and all documents in relation to PIPL's title to the Additional Land, including those detailed in **Schedule VI** hereof, shall be deposited by PIPL with a custodian mutually appointed by the Parties.
- 13.20. Each Party shall bear their respective taxes (including any taxes payable pursuant to applicable goods and services taxation laws) arising out of or in relation to this Agreement and/or transactions contemplated hereunder. For the removal of doubts, it is hereby clarified that as per the provisions of the GST law, Developer is liable to bear GST liability leviable on Development Rights under reverse charge mechanism. However, GST liability to the extent attributable to the unsold units falling to the share of PIPL in terms of Clause 10.1 hereof, shall be proportionately recovered by the Developer from PIPL.
- 13.21. On and from the date of grant of Development Licenses under provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and rules thereof, the Developer shall be responsible for compliance of all terms and conditions of the Development License and provisions of the Haryana Development and Regulation of Urban Areas Act, 1975 and rules thereof, till the grant of final completion certificate in respect of the Project or until the Developer is relieved of such responsibility by DTCP or any other competent Governmental Authority, whichever may be earlier.

14. REPRESENTATIONS AND WARRANTIES

14.1. Each of the Parties hereby represents, warrants, and undertakes to the other Party that: -

- (a) It has the full power and authority to enter into, execute and deliver this Agreement and any other deeds, documents, or agreements, including power of attorney, and consents, contemplated hereunder or pursuant hereto (the "Other Documents").
- (b) The execution, delivery and performance of this Agreement and/ or Other Documents and the consummation of the transaction contemplated hereunder or under the Other Documents has been duly authorised by all necessary corporate or other action of the Party; and the same does not: (i) conflict with or result in any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both will constitute) a default under its constitution documents, any instrument, contract or other agreement to which it is a party or by which it is bound; and (ii) violate

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Authorized Signatory GATEAU PROPBUILD PRIVATE LIMITED

For Gallium Propbuild Pvt. Ltd. Amardeep Buildcon Pvt. Ltd.

[Signature] *[Signature]*

For Gallium Propbuild Pvt. Ltd. GATEAU PROPBUILD PRIVATE LIMITED

[Signature] *[Signature]*

Authorized Signatory Director/Authorized Signatory



any order, judgment or decree against, or binding upon it or upon its respective securities, properties or businesses.

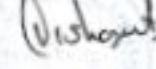
14.2. PIPL represents and warrants to the Developer that:

- (a) The title and possession of PIPL to the Additional Land is clear and marketable title and free from all Encumbrances (other than the Existing Encumbrances) and there are no discrepancies pertaining to Additional Land in the land revenue records;
- (b) There is no easement, impediment, prohibition, restriction, or negative covenant running with the Additional Land, whereby PIPL is in any manner restrained, prohibited or prevented from granting the Additional Land Development Rights in favour of the Developer in the manner provided under this Agreement, other than Existing Encumbrance;
- (c) On and from the date of execution of the Original JDA, there is no easement, impediment, prohibition, restriction, or negative covenant running with the Original Collaboration Land which are not attributable to the Developer and, or, the Confirming Parties;
- (d) The Project Land is not affected by any development plan reservation or set back and there is no impediment, prohibition, or restriction upon the present or future development of the Project Land under the Applicable Laws;
- (e) There are no circumstances which exist that would restrict or terminate the continued occupation, use and enjoyment of the Additional Land by the Developer and to the best of knowledge in relation to the Project Land. There are no acts or omissions on the part of PIPL including without limitation: (i) any non-payment or delayed payment of any statutory dues in relation to the Project Land; and (ii) any modification in the usage of the Project Land and, or any act or omission which in any manner interferes with or otherwise adversely affects or may affect the rights of the Developer to use, own and occupy the Project Land;
- (f) The description of the Additional Land, as particularly detailed in **Schedule II** hereof, represents the true, correct and accurate extent of the Additional Land;
- (g) The Additional Land is contiguous with the Original Collaboration Land and at the level of road and is not water logged and there are no boundary dispute;
- (h) The Additional Land or any part thereof is not "forest land" nor any other category of restricted land and PIPL has not received any notice from any authority in this regard;
- (i) The development of group housing, as contemplated in this Agreement, is permissible on the Project Land, save and except to the extent otherwise provided in **Schedule II**.
- (j) No proceedings are pending under the Urban Land (Ceiling and Regulation) Act, 1976 with respect to the Additional Land or any part thereof nor have the concerned authorities sought possession of any part of the Additional Land (actual or symbolic)

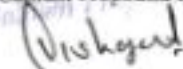
Pyramid Infratech Pvt. Ltd.


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For GATEAU PROBUILD PVT. LTD.
GATEAU PROBUILD PVT. LTD.

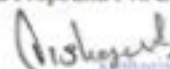
Gallium Propbuild Pvt. Ltd. Ltd.


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Amardeep Buildcon Pvt. Ltd.


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For GATEAU PROBUILD PVT. LTD.
GATEAU PROBUILD PVT. LTD.


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and no part of the said Additional Land has been handed over to the authorities under the Urban Land (Ceiling and Regulation) Act, 1976.

- (k) On and from the date of the Original JDA, PIPL has not received any notice of proceedings under the Urban Land (Ceiling and Regulation) Act, 1976 with respect to the Original Collaboration Land or any part thereof.
- (l) There are no subsisting deeds, documents, writings and/ or development agreements or any other agreements or arrangements of any nature whatsoever by PIPL with any person or party, affecting right, title, interest, Encumbrance or possession of the Additional Land, save the Existing Encumbrance;
- (m) There are no other title documents in relation to the Additional Land which are under control or possession of PIPL or CSL Finance, except the documents detailed in **Schedule VI** hereof and deposited with custodian in terms of this Agreement;
- (n) All deeds/ documents to which PIPL is a party and derives its rights and title to the Additional Land have been duly stamped and registered before relevant Governmental Authority in accordance with Applicable Laws;
- (o) On and from the date of the Original JDA, PIPL has not executed or entered into any deeds, documents, writings and/ or development agreements or any other agreements or arrangements of any nature whatsoever with any person or party, with respect to the Original Collaboration Land, except the Existing Encumbrance;
- (p) Neither there is any agreement or arrangement or contract, the performance or non-performance of any of its clauses could lead to any creation of Encumbrances (other than Existing Encumbrances) on the Additional Land or any part thereof nor PIPL has in any way created any Encumbrance (other than Existing Encumbrances) on the Additional Land or any part thereof;
- (q) On and from the date of execution of the Original JDA, neither there is any agreement or arrangement or contract, the performance or non-performance of any of its clauses could lead to any creation of Encumbrances (other than Existing Encumbrances) on the Original Collaboration Land or any part thereof executed by PIPL nor PIPL has in any way created any Encumbrance (other than Existing Encumbrances) on the Original Collaboration Land or any part thereof;
- (r) There are no prohibitory orders or restrictive orders or otherwise passed by any Governmental Authority or by any court of law or before any tribunal or any arbitrator or any labour court, and there is no application and/ or proceeding pending before any of the above named authorities with respect to the Additional Land or any part thereof;
- (s) There are no prohibitory orders or restrictive orders or otherwise passed by any Governmental Authority or by any court of law or before any tribunal or any arbitrator or any labour court, and there is no application and/ or proceeding pending before any of the above named authorities against PIPL in each case with respect to the Original Collaboration Land or any part thereof;

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For Gallium Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

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- (t) The Additional Land is not subject to any litigation or proceedings in any court or tribunal or arbitration or revenue proceedings or quasi-judicial proceedings nor is there any attachment on the Additional Land either before or after judgment or in custody/ symbolic or physical possession of the court receiver and there is no money decree passed against PIPL;
- (u) PIPL is not a party to any litigation or proceedings in any court or tribunal or arbitration or revenue proceedings or quasi-judicial proceedings pertaining to the Original Collaboration Land nor PIPL, to the best of its knowledge, is aware of any attachment pertaining to the Original Collaboration Land either before or after judgment or in custody/ symbolic or physical possession of the court receiver;
- (v) On and from the date of the Original JDA, there are no notices has been received by or served upon PIPL in respect of the Project Land or any part thereof or proceedings pending or initiated or under process of being initiated from any Governmental Authority in respect of the Project Land under Applicable Laws, including the relevant municipal act or land acquisition act or town planning act or land revenue code or government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land or any part thereof);
- (w) There are no claims, notices, demands, intimations etc. received by PIPL from any private person or third party or predecessors-in-title of PIPL which impacts the rights, title and interest of PIPL in the Additional Land or any part thereof;
- (x) There are no property taxes, rates, duties, cesses, levies, water charges, electricity charges, conversion charges, compounding charges, license fees, development charges (EDC, IDC), interests, penalties or any other amount due and payable to any authority in respect of the Project Land except as otherwise provided under this Agreement;
- (y) There are no encroachments, trespassers or tenants or occupants or any rights created in favour of third parties with respect to the Additional Land or any part thereof except Existing Encumbrance;
- (z) On and from the date of execution of the Original JDA, there are no encroachments, trespassers or tenants or occupants or any rights created in favour of third parties with respect to the Original Collaboration Land or any part thereof except Existing Encumbrance;
- (aa) Except as set out in **Annexure II**, there are no drains, sewers, cables, water pipes, storage tanks passing through, beneath or over the Additional Land. The Additional Land has not been affected by any landfill, gas or other contaminants nor has there been deposited, used, disposed of, generated, stored, transported, dumped, released, burned or emitted on, in, under or from the Additional Land any hazardous substances;
- (bb) There are no monuments, restrictions from Archeological Survey of India or National Conservation Zone, no tube well pits, wells on the Additional Land or any part thereof;
- (cc) No permission/approval of National Highway Authority of India and/or Archeological

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Pyramid Infratech Pvt. Ltd.

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Amardeep Buildcon Pvt. Ltd.

For AMARDEEP BUILDCON PRIVATE LIMITED

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Gateau Propbuild Pvt. Ltd.

For Gateau Propbuild Pvt. Ltd.

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Survey of India is required in respect of Additional Land;

- (dd) No portion thereof of the Additional Land is affected by reservation for green belt; and no overhead electricity wire/cable is passing over or near the Additional Land. PIPL further represents that any electrical overhead wire/cables on the Additional Land have been removed pursuant to the obtainment of all requisite approvals from any applicable authorities, as may have been required;
- (ee) PIPL has not sought/ availed any tax credit in relation to the transaction contemplated under the Original JDA which may cause disallowance of any tax adjustment which may be sought by the Developer in relation to the Project, and PIPL has complied with all requirements under Applicable Law for deduction of any taxes in relation to transaction contemplated under the Original JDA and provided to the Developer any and all certificates/ declarations filed by PIPL with respect to all taxes deducted by PIPL in relation to the transactions contemplated under the Original JDA;
- (ff) All information in relation to the transaction contemplated herein for the purposes of entering into this Agreement, and consummating the transaction contemplated herein has been made available and disclosed to the Developer and continues to be, true, complete and accurate in all respects and not misleading in any manner.

14.3. Developer and the Confirming Parties represents and warrants to PIPL that:

- (a) There are no prohibitions against the Developer and/or the Confirming Parties from entering into this Agreement as recorded herein under any applicable law for the time being in force;
- (b) Developer shall be responsible for its obligations and shall discharge the same diligently;
- (c) The Developer shall perform its obligations in a timely and orderly manner in accordance with the terms of this Agreement and shall ensure material compliance with all Applicable Laws and regulations including the RERA Act, the HRERA Rules and in the performance of its obligations under this Agreement and thereafter, unless such performance is hindered for reasons attributable to PIPL;
- (d) Each of the Developer and/or the Confirming Parties is not insolvent or unable to pay its debts nor has it received any notice not have any of its creditors presented any petition, application or other proceedings for any administration order, creditors' voluntary arrangement or similar relief by which their affairs, business or business assets are managed by a Person appointed for the purpose by a court, Governmental Authority(ies) or similar body, or by any creditor or by the entity itself not has any such order or relief been granted or appointment made.
- (e) All information in relation to the transaction contemplated herein for the purposes of entering into this Agreement, and consummating the transaction contemplated herein has been made available and disclosed to PIPL and continues to be, true, complete and accurate in all respects and not misleading in any manner.

For Pyramid Infratech Pvt. Ltd.

Authorized Signatory

Gallian Propbuild Pvt. Ltd. vt. Ltd. Amardeep Buildcon Pvt. Ltd.

For Gallian

Authorized Signatory

Director/Authorized S

Emaar India Limited

Gateau Propbuild Pvt. Ltd.

Authorized Signatory

FOR AWARDEE BUILDCON PRIVATE LIMITED



- 14.4. The representations of the Developer and the Confirming Parties, as set out in Clause 2.1 and 2.2 of the Original JDA shall be deemed to be provided by the Developer and the Confirming Parties as on the date of the execution of the Original JDA, and shall be deemed to be incorporated herein by reference.
- 14.5. Each of the representations and warranties of the Parties set forth herein shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other term of this Agreement or qualified by any actual or constructive knowledge on the part of the respective Party or any of its agents, representatives, officers or employees.
- 14.6. Each Party undertakes to notify each other in writing promptly if either of them becomes aware of any fact, matter or circumstance (whether existing on or before the date hereof or arising afterwards) which would cause any of the representations or warranties given by Parties herein, to become untrue or inaccurate or misleading, at any point of time.

15. EVENTS OF DEFAULT

- 15.1. Occurrence of one or more of the following events shall constitute an "PIPL's Event of Default" on part of PIPL:
- (i) failure or delay by PIPL in fulfilment of any of its material obligations as set out in this Agreement;
 - (ii) any material default or material breach of any of the representations, covenants and warranties of PIPL;
 - (iii) any defect in the title of the Additional Land;
 - (iv) any defect in the title of the Original Collaboration Land (if such defect pertains to the period after the date of execution of the Original JDA until the Execution Date), which are not attributable to the Developer or the Confirming Parties;
 - (v) breach/ default by PIPL of any of the provisions of any of the contracts executed between PIPL and its lenders/ financiers which impact the exercise of rights by the Developer as granted to it under this Agreement;
 - (vi) if PIPL commences voluntary proceedings under any applicable bankruptcy, insolvency, liquidation, winding up, dissolution or other similar law now or hereafter in effect (including the Insolvency and Bankruptcy Code, 2016), or become the subject of involuntary proceedings for winding up under any such law and there is a likelihood of appointment of or taking possession by a receiver, liquidator, assignee, judicial manager, trustee, custodian (or similar official) for all or any of its assets / property, or for winding up or liquidation of PIPL; and
 - (vii) any action, proceedings, litigation, dispute, case, notification, circular, order, direction, or other proceedings is initiated, issued, enacted or commenced by any Governmental Authority against PIPL which directly impacts the performance of obligations by PIPL.

For Pyramid Infratech Pvt. Ltd.

Authorized Signatory

Gallium Propbuild Pvt. Ltd.

Authorized Signatory

For Gallium Propbuild Pvt. Ltd.

For AMARDEEP BUILDCON PRIVATE LIMITED

Authorized Signatory

Emaar India Limited

Gateau Propbuild Pvt. Ltd.

Authorized Signatory



under this Agreement / has a material adverse effect on the performance of obligations by PIPL under this Agreement and / or in respect of the Project.

15.2. Occurrence of one or more of the following events shall constitute an "Developer's Event of Default" on part of the Developer:

- (a) Failure or delay in payment of IFRSD as set forth in Clause 11 of this Agreement;
- (b) failure or delay in payment of the PIPL's Entitlement as per this Agreement other than on account of any restriction under RERA;
- (c) failure or delay in payment of applicable penalties in terms of Clause 15.4A below consecutively for 3 (three) months;
- (d) if the Developer commences voluntary proceedings under any applicable bankruptcy, insolvency, liquidation, winding up, dissolution or other similar law now or hereafter in effect (including the Insolvency and Bankruptcy Code, 2016), or become the subject of involuntary proceedings for winding up under any such law and there is a likelihood of appointment of or taking possession by a receiver, liquidator, assignee, judicial manager, trustee, custodian (or similar official) for all or any of its assets / property, or for winding up or liquidation of the Developer; and
- (e) any action, proceedings, litigation, dispute, case, notification, circular, order, direction, or other proceedings is initiated, issued, enacted or commenced by any Governmental Authority against the Developer which directly impacts the performance of obligations by the Developer under this Agreement / has a material adverse effect on the performance of obligations by the Developer under this Agreement and / or in respect of the Project.

15.3. Upon the occurrence of PIPL's Event of Default, the Developer shall issue a notice to PIPL ("PIPL Default Notice"). PIPL shall, have a period of 30 (thirty) days from the date of issuance of PIPL Default Notice ("PIPL Cure Period") to cure PIPL's Event of Default to the Developer's satisfaction. In case such PIPL Event of Default is not cured within the PIPL Cure Period, the Developer shall be entitled to, without prejudice to any other rights under this Agreement or Applicable Law, have the following rights but not the obligation:

- (a) seek appropriate injunctive relief in relation to the entire Project land and the Project; and/or
- (b) exercise such other remedies as permitted under Applicable Law;

15.4. Upon the occurrence of Developer's Event of Default, PIPL shall issue a notice to the Developer ("Developer Default Notice"). Developer shall have a period of 30 (thirty) days from the date of issuance of Developer Default Notice ("Developer Cure Period") to cure the Developer's Event of Default to PIPL's satisfaction. In case such Developer's Event of Default is not cured within the Developer Cure Period, PIPL shall be entitled to, without prejudice to any other rights under this Agreement or Applicable Law, have the following rights but not the obligation:

For Pyramid Infratech Pvt. Ltd.

Authorized Signatory

Gallium Propbuild Pvt. Ltd.

Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

Director/Authorized

Emaar India Limited

Gateau Propbuild Pvt. Ltd.

Authorized Signatory

FOR AMARDEEP BUILDCON PRIVATE LIMITED



- (a) seek appropriate injunctive relief in relation to the entire Project land and the Project; and/or
- (b) exercise such other remedies as permitted under Applicable Law;

15.4A In case less than 80% of the Project has been developed until expiry of 2 (two) years beyond the Completion Date, subject to any automatic extensions in terms of this Agreement, subject to PIPL being in compliance of this Agreement, PIPL shall have the right, but not an obligation, to either:

- (i) claim from the Developer, a penalty of INR 5/- per sq. ft. per month to the extent of un-launched and unutilized FAR available on the undeveloped portion of the Project Land until the date of receipt of occupancy certificate in respect of the balance Project. In the event PIPL choses this option, the Developer shall be entitled to retain the Development Rights and all other rights of the Developer granted herein (including the right to construct, develop, market and sell the Project); or
- (ii) procure necessary approvals from relevant Governmental Authorities for transfer of beneficial interest to the extent of such un-launched and unutilized FAR available on the undeveloped portion of the Project Land, provided that, in such an event, the Developer shall continue to be liable for applicable delay penalties under RERA payable to such Purchasers of Saleable Area who acquire Saleable Area prior to transfer of beneficial interest in favour of PIPL. Further, the Developer shall remain liable to complete the development of the area launched by the Developer on the Project Land.

15.5. In the event of delay in completion of a particular phase of the Project within the timelines committed under RERA, the Developer shall be liable to pay to PIPL a penalty of INR 5/- per sq. ft. per month to the extent of 43% (unless adjusted in terms of Clause 3.4) of the undeveloped and unsold units in a particular phase, until receipt of occupancy certificate in respect of such phase of the Project. In the event, the Developer fails to pay such penalty within 30 (thirty) days of the demand being raised by PIPL in this regard, then the Developer shall be liable to pay the interest on such amount at the rate of 18% (eighteen percent) per annum, for the period between the date on which the penalty is due and the date on which the payment is actually received by PIPL.

15.6. The Parties agree, acknowledge, and undertake that upon the occurrence of a PIPL's Event of Default or the Developer's Event of Default, the non-defaulting Party shall, at its sole and absolute discretion and without assigning any order of priority or preference and, or, following any order of priority, be entitled to enforce all or any of the aforementioned remedies available to it in accordance with the terms of this Agreement.

16. NO TERMINATION

The Parties agree that after the Effective Date this Agreement shall be irrevocable and no modification/ alteration etc. in the terms and conditions of the Agreement can be undertaken under any circumstance whatsoever, except with the prior consent from DTCP.

For Pyramid Infratech Pvt. Ltd.

Pyramid Infratech Pvt. Ltd.

[Signature]
Authorized Signatory

Emaar India Limited

[Signature]

For Gallium Propbuild Pvt. Ltd.

Gallium Propbuild Pvt. Ltd.

[Signature]
Authorized Signatory

For Amardeep Buildcon Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

[Signature]
Director/Authorized

For Gateau Propbuild Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

[Signature]
Authorized Signatory

For AMARDEEP BUILDCON PRIVATE LIMITED
Director/Authorized



17. INDEMNITY

Without prejudice to the rights under any other provision of this Agreement or any other remedy available to the either Party, under law or equity, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party, including, its directors, officers, employees and agents (the "Indemnified Party") against any and all direct and actual losses, costs, claims, expenses, and damages, arising out of or in connection with (i) any misrepresentation or breach of any representation or warranty contained in this Agreement by the Indemnifying Party; (ii) any breach of or non-compliance with any covenant or obligation or any other term of this Agreement, and (iii) any claims, demands, suits, litigation or proceedings of any nature arising on account of such non-compliance or failure by the Indemnifying Party to fulfil its obligations under this Agreement. Furthermore, each Party shall indemnify the other Party for any direct and actual losses, costs, claims, expenses, and damages arising out of any defect in title in the Additional Land and/or Original Collaboration Land, to the extent such defect is attributable to the Indemnifying Party. The indemnity obligations set forth in this Clause shall be limited to direct and actual losses only, and shall exclude any indirect, consequential, or punitive damages.

18. JURISDICTION, GOVERNING LAW AND DISPUTE RESOLUTION

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

18.2. Any and all disputes, differences, controversies and questions directly or indirectly arising at any time under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this Agreement ("Disputes") shall, so far as it is possible, be settled amicably through mutual discussions amongst the disputing Parties and / or senior representatives of the disputing Parties.

18.3. If after 30 (thirty) days of commencement of such mutual discussions, the Parties have failed to reach an amicable settlement on any or all of the Disputes, such Disputes shall be submitted to final and binding arbitration at the request of any of the disputing Parties with written notice to that effect to the other Parties. In the event of such arbitration:

- (a) The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time and the relevant rules thereunder (the "Arbitration Act"), in force at the relevant time and shall be conducted by the Delhi International Arbitration Centre, in accordance with their rules for the time being in force;
- (b) All proceedings of such arbitration shall be in the English language. The venue and place of the arbitration shall be New Delhi, which shall be the seat of the arbitration;
- (c) The arbitration shall be conducted before a 3 (three) member arbitral tribunal to be appointed by the Delhi International Arbitration Centre;
- (d) The Parties shall be responsible to bear their respective costs and expenses in relation to any such Arbitration proceeding and any cost with respect to such arbitral tribunal

Pyramid Infratech Pvt. Ltd.

Emaar India Limited.

Gallium Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.



shall be borne equally by both Parties unless the arbitral tribunal decides otherwise.

- (e) Arbitration awards shall be reasoned awards and shall be final and binding on the Parties; and
- (f) The existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under this Agreement which are not in Dispute.

19. NOTICE

- 19.1. Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by personal delivery or by sending the same by courier or by email or by fax addressed to the Party concerned at the address stated below and, or any other address subsequently notified to the other Parties for the purposes of this Clause and shall be deemed to be effective in the case of personal delivery or delivery by courier at the time of delivery:

(a) **If to PIPL:**

Address : H-38, Ground Floor, M2K White House, Sector-57, Gurugram, Haryana

Telephone No. : 0124-4274045

Attention : Mr. Dinesh Sharma

E-mail : legal@pyramidinfotech.com

(b) **If to the Developer:**

Address : Emaar Business Park, Mehrauli-Gurgaon Road, Sikandarpur, Sector - 26, Gurugram, Haryana - 122 002

Telephone No. : 0124-4421155

Attention : Head-Flagship & Growth Projects

E-mail : legaldept.IN@emaar.ae

(c) **If to the Land Owner 1:**

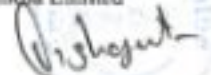
Address : Emaar Business Park, Mehrauli-Gurgaon Road, Sikandarpur, Sector - 26, Gurugram, Haryana - 122 002

Telephone No. : 0124-4421155

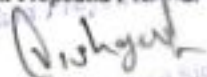
For Pyramid Infotech Pvt. Ltd.
Pyramid Infotech Pvt. Ltd.


Authorized Signatory

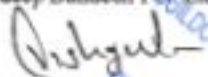
Emaar India Limited



Galium Propbuild Pvt. Ltd.

For Galium Propbuild Pvt. Ltd.

Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

For AMARDEEP BUILDCON PRIVATE LIMITED

Director/Authorized Signatory

Gateau Propbuild Pvt. Ltd. Ltd.

For Gateau Propbuild Pvt. Ltd. Ltd.

Authorized Signatory



Attention : Head-Flagship & Growth Projects

E-mail : legaldept.IN@emaar.ae

(d) **If to the Land Owner 2:**

Address : Emaar Business Park, Mehrauli-Gurgaon Road, Sikandarpur,
Sector - 26, Gurugram, Haryana - 122 002

Telephone No. : 0124-4421155

Attention : Head-Flagship & Growth Projects

E-mail : legaldept.IN@emaar.ae

(c) **If to the Land Owner 3:**

Address : Emaar Business Park, Mehrauli-Gurgaon Road, Sikandarpur,
Sector - 26, Gurugram, Haryana - 122 002

Telephone No. : 0124-4421155

Attention : Head-Flagship & Growth Projects

E-mail : legaldept.IN@emaar.ae

20. CONFIDENTIALITY

This Agreement, its existence and all information exchanged between the Parties under this Agreement or during the negotiations preceding this Agreement shall be confidential to them and shall not be disclosed to any third party. The Parties shall hold in strictest confidence and 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, on a need to know basis, solely to employees, agents, advisors, consultants and authorized representatives of a Party or its affiliate, who have been advised of their obligation with respect to the confidential information. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Parties and all such press releases/public announcements shall be jointly issued by the Parties. The obligations of confidentiality do not extend to information which:

- (a) is disclosed with the prior written consent of the Party who supplied the information;
- (b) 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 except where the Party knows that the source has this information as a result of a breach of a confidentiality obligation;

For Pyramid Infratech Pvt. Ltd.

Pyramid Infratech Pvt. Ltd.

Authorized Signatory

Gallium Propbuild Pvt. Ltd.

Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

Authorized Signatory

Emaar India Limited

Gateau PropBuild Pvt. Ltd.

Authorized Signatory

FOR AMARDEEP BUILDCON PRIVATE LIMITED



- (c) is required to be disclosed by a Party or its affiliate pursuant to Applicable Laws or the rules of any relevant stock exchange or is appropriate in connection with any necessary or desirable intimation to the Government or any regulatory authority by such Party or its affiliate;
- (d) any third party can ascertain independently on account of this Agreement being registered with the sub registrar of assurances or being filed with any Governmental Authority;
- (e) the Developer and PIPL may have to disclose to any of their respective shareholders, investors, affiliates, consultants, advisors, bankers etc. or file the same as prescribed under the Applicable Laws, including but not limited to the listing regulations of Stock Exchange Board of India;
- (f) is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving prior notice to the other Party; or
- (g) is generally and publicly available, other than as a result of breach of confidentiality by the person receiving the information.

21. FORCE MAJEURE

21.1. For the purposes of this Agreement, a Force Majeure Event shall mean the events or circumstances or combination of events or circumstances set out below that affects construction of the Project thereby preventing performance by any Party in fulfilling their obligations under terms of this Agreement ("Force Majeure Event"):

- (a) All acts of God including earthquake, flood, landslide, storm, hurricane, cyclone;
- (b) Acts of terrorism;
- (c) Industry-wide strikes/ labour disruptions;
- (d) War, hostilities (whether declared or not), invasion, rebellion, riots, conflict or military actions, ionising radiation, contamination by radioactivity from nuclear fuel, radioactive toxic explosion;
- (e) Compulsory acquisition or takeover by any government agency of the Project Land or any part thereof for any reason whatsoever;
- (f) Pandemics and epidemics, which adversely affects the development of the Project;
- (g) National emergency proclaimed by the President of India;
- (h) Delays due to any action or inaction of Governmental Authority;
- (i) Any notice, order, rule, notification of any government, including a lockdown order, or

Pyramid Infratech Pvt. Ltd.

[Signature]
Authorised Signatory

Emaar India Limited

[Signature]
Authorised Signatory

Gallium Propbuild Pvt. Ltd.

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Authorised Signatory

Amardeep Buildcon Pvt. Ltd.

[Signature]
Authorised Signatory

Gatman Propbuild Pvt. Ltd.

[Signature]
Authorised Signatory

For AMARDEEP BUILDCON PRIVATE LIMITED
Authorised Signatory



other public, judicial, or competent authority or court or change in law; and/or

(j) Any other condition(s), event(s) and/or acts reasonably beyond the control of the Party claiming the Force Majeure.

(k) Any stoppage in construction related activities due to any government order/ directive

21.2. In the event of occurrence of a Force Majeure Event, notwithstanding anything to the contrary contained herein, the aggrieved Party shall be excused from performance to the extent of such prevention, restriction or interference, provided such Party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed.

21.3. Notwithstanding anything to the contrary contained herein, any Force Majeure Event pursuant to this Clause 21 shall automatically extend the timelines set out in this Agreement, for the period of such Force Majeure Event.

22. GENERAL

22.1. No Partnership

Notwithstanding, anything stated herein, nothing contained in this Agreement shall constitute or be deemed to constitute an agency or partnership or association of persons for and on behalf of any other Party. This Agreement is executed on principal to principal basis and Parties under this Agreement shall be bound for their distinct responsibilities, rights, liabilities and obligations.

22.2. Variation

Notwithstanding anything to contained in Clause 16 above, no variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party. At any time, subsequent to the execution of this Agreement, if there is any change in Applicable Laws, then the Parties shall amend this Agreement to the extent reasonably required to make this Agreement in line and to reflect the commercial and legal understanding as envisaged in this Agreement.

22.3. Assignment

The Developer shall be entitled to assign or transfer any of its rights, entitlements and obligations under this Agreement as it may deem fit to its affiliate entities, provided that the Project shall continue to be marketed under the Developer's brand name. Any taxes applicable on such assignment by the Developer shall be borne by the Developer. PIPL shall not be entitled to assign or transfer their obligations under this Agreement to any third party without prior written consent of the Developer.

22.4. Waiver

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any

For Pyramid InfraTech Pvt. Ltd.
Pyramid InfraTech Pvt. Ltd.

Emaar India Limited

Authorized Signatory
Galliam Propbuild Pvt. Ltd.
Galliam Propbuild Pvt. Ltd.

For AMARDEEP BUILDCON PRIVATE LIMITED
Amardeep Buildcon Pvt. Ltd.

Gatran Propbuild Pvt. Ltd. Pvt. Ltd.

Authorized Signatory

Authorized Signatory

Authorized Signatory



prior, concurrent or subsequent breach of the same or 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.

22.5. Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.

22.6. Further Acts

Each Party will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Agreement and each of the transactions contemplated under this Agreement. Without limiting the generality of the foregoing, if the approvals of any Governmental Authority are required for any of the arrangements under this Agreement to be effected, each Party will use all reasonable endeavors to obtain such approvals.

22.7. Authorization

The persons signing this Agreement on behalf of the respective Parties represent and covenant that they have the authority to sign and execute this Agreement on behalf of the Parties for whom they are signing.

22.8. Conflict

Unless otherwise mutually agreed by the Parties in writing, to the extent that there is any conflict between any of the provisions of this Agreement and any other agreement by which the Project Land or any part thereof is bound, the provisions of this Agreement shall prevail to the extent permitted by the Applicable Laws.

22.9. Specific Performance of Obligations

The Parties to this Agreement agree that, to the extent permitted under Applicable Laws, and notwithstanding any other right or remedy available under this Agreement, the rights and obligations of the Parties under this Agreement shall be subject to the right of specific performance and may be specifically enforced against a defaulting Party. The Parties acknowledge that any breach of the provisions of this Agreement will cause immediate irreparable harm to the adversely affected Party for which any compensation payable in damages shall not be an adequate remedy. Accordingly, the Parties agree that the affected Party shall be entitled to immediate and permanent injunctive relief, specific performance, or any other equitable relief from a competent Court in the event of any such breach or threatened breach by any other Party. The Parties agree and covenant unequivocally and unconditionally that the affected Party shall be entitled to such injunctive relief, specific performance, or other equitable relief without the necessity of proving actual damages. The affected Party shall, notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including without limitation the recovery of damages from the defaulting Party.

For Pyramid InfraTech Pvt. Ltd.

Pyramid InfraTech Pvt. Ltd.

Authorized Signatory

Emaar India Limited

For Gallian Propbuild Pvt. Ltd.

Gallian Propbuild Pvt. Ltd.

Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

For AMARDEEP BUILDCON PRIVATE LIMITED

Director/Authorized Sign

Gateau Propbuild Pvt. Ltd.

For Gateau Propbuild Pvt. Ltd.

Authorized Signatory



22.10. Tax Liabilities

The Parties shall be responsible to bear their respective liabilities for income tax, as may be applicable and levied on their shares and entitlements under this Agreement.

22.11. Stamp Duty and Registration

The stamp duty and registration fee if any applicable on this Agreement shall be borne and paid by the Developer.

SCHEDULE I DESCRIPTION OF LICENSED LAND

S. No.	Name Of Village	Rect. No.	Khasra No.	Area K-M-S
1.	LAKHOLA	1	7	00-17
			8	01-10
			12/1	00-03
			13/1	06-10
			14	07-12
			15	02-16
			16/1	06-14
			16/2	01-04
			17	08-00
			23/2	02-08
			24	08-00
			25/1	06-08
			25/2	01-12
20	05-04			
21	08-00			
22	07-10			
23/1	01-10			
23/2	00-16			
24	00-10			
		4	1/1	06-09
			2/2	02-00
			3/1	02-12
			3/2	05-04
			4/1	02-10
		5	5	08-00
			6/1	05-00
			6/2	01-09
			6/3	01-07
			7/2	05-11

For Pyramid Infratech Pvt. Ltd.

[Signature]

Authorized Signatory

Gallium Propbuild Pvt. Ltd.

[Signature]

Authorized Signatory

Emaar India Limited

[Signature]

Amardeep Buildcon Pvt. Ltd.

[Signature]

Director/Authorised Signatory

Gateau Propbuild Pvt. Ltd.

[Signature]

Authorized Signatory



2	Budha	41	8/2/2	00-10
			9/2/1	02-01
			9/2/2	02-14
			10	07-07
			11/1	04-00
			11/2	04-00
			12/1	03-13
			12/2/1	00-15
			12/2/2	02-18
			13/1	06-05
			13/2	01-02
			19	08-00
			20/1	01-11
			20/2	07-16
			22	06-00
		42	6/1/2	01-07
			6/2	06-04
			7/1/3	00-04
			14/2/1	02-00
			14/2/2	00-09
			15/1	00-16
			15/2	07-04
			16/1	01-08
			16/2	03-05
		44	3	05-00
			5/2	01-11
Total land - 206 kanal 1 marla Or 25.75625 acres				206-1

For Pyramid Infratech Pvt. Ltd.
Pyramid Infratech Pvt. Ltd.

[Signature]
Authorized Signatory

For Gallium Propbuild Pvt. Ltd. / Amardorp Buildcon Pvt. Ltd.

[Signature]
Authorized Signatory

For AMARDEEP BUILDCON PRIVATE LIMITED

[Signature]
Authorized Signatory

Emaar India Limited

[Signature]
Authorized Signatory

For Goteau Propbuild Pvt. Ltd.

[Signature]
Authorized Signatory



SCHEDULE II

DESCRIPTION OF ADDITIONAL LAND

S. No.	Name Of Village	Rect. No.	Khasra No.	Area K-M-S
1.	LAKHOLA	1	13/2	00-09
			15	02-16
			16/1	06-14
			18/1	06-16
			25/2	01-12
		2	19	00-15
			20	05-04
			21	08-00
			22	07-10
			23/1	01-10
		4	1/1	06-09
			2/2	02-00
			3/1	02-12
		5	6/1	05-00
			6/2	01-09
6/3	01-07			
7/2	05-11			
2	Badha	41	9/2/2	02-14
			10	07-07
			11/1	04-00
			11/2	04-00
			12/1	03-13
			12/2/1	00-15
			42	6/1/2
6/2	06-04			
7/1/3	00-04			
14/2/1	02-00			
15/1	00-16			
15/2	07-04			
	44	3	05-00	
Total land - 110 Kanal 18 Marla Or 13.8625 acres				110-18

For Pyramid Infratech Pvt. Ltd.

[Signature]

Authorized Signatory

Gallium Propbuild Pvt. Ltd.

[Signature]

Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

[Signature]

Authorized Signatory

Emaar India Limited

[Signature]

Gateau Propbuild Pvt. Ltd.

[Signature]

Authorized Signatory

For AMARDEEP BUILDCON PRIVATE LIMITED



SCHEDULE III

DETAILS OF EXISTING ENCUMBRANCES

First and exclusive charge by way of equitable mortgage by deposit of title deeds for the land admeasuring 11.54 acres (comprised within the Additional Land) situated in Villages Lakhnola and Badha, Sector 86, Gurugram, Haryana.

SCHEDULE IV

DESCRIPTION OF PROJECT LAND

S. No.	Name Of Village	Rect. No.	Khasra No.	Area K-M-S
1.	LAKHNOLA	1	7	00-17
			8	01-10
			12/1	00-03
			13/1	06-10
			13/2	00-09
			14	07-12
			15	02-16
			16/1	06-14
			16/2	01-04
			17	08-00
			18/1	06-16
			23/2	02-08
			24	08-00
			25/1	06-08
			25/2	01-12
		2	19	00-15
			20	05-04
			21	08-00
			22	07-10
			23/1	01-10
		4	1/1	06-09
			2/2	02-00
			3/1	02-12
		5	5	08-00
			6/1	05-00
			6/2	01-09
			6/3	01-07
			7/2	05-11

For Pyramid Infratech Pvt. Ltd.
Pyramid Infratech Pvt. Ltd.

[Signature]

Authorized Signatory

Emaar India Limited

[Signature]

Gallium Propbuild Pvt. Ltd. Pvt. Ltd. Amardeep Buildcon Pvt. Ltd.

[Signature]

Authorized Signatory

[Signature]

Director/Authorized

Gateau Propbuild Pvt. Ltd. For Gateau Propbuild Pvt. Ltd.

[Signature]

Authorized Signatory

For AMARDEEP BUILDCON PRIVATE LIMITED



2	Badha	41	8/2/2	00-10
			9/2/1	02-01
			9/2/2	02-14
			10	07-07
			11/1	04-00
			11/2	04-00
			12/1	03-13
			12/2/1	00-15
			12/2/2	02-18
			13/1	06-05
			13/2	01-02
			19	08-00
			20/1	01-11
			20/2	07-16
22	06-00			
		42	6/1/2	01-07
			6/2	06-04
			7/1/3	00-04
			14/2/1	02-00
			14/2/2	00-09
			15/1	00-16
			15/2	07-04
			16/1	01-08
			16/2	03-05
		44	3	05-00
Total land -202 Kanal 15 Maria Or 25.34375 acres				202-15

For Pyramid Infratech Pvt. Ltd.
Pyramid Infratech Pvt. Ltd.

[Signature]
Authorized Signatory

Emaar India Limited

[Signature]
Authorized Signatory

Gallium Propbuild Pvt. Ltd.

For Gallium Propbuild Pvt. Ltd.

[Signature]
Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

[Signature]
Director/Authorized Signatory

Gateau Propbuild Pvt. Ltd.

[Signature]
Authorized Signatory



SCHEDULE V

MODIFICATIONS PURSUANT TO REVERSION NOTICE

The Parties shall undertake necessary steps to amend the terms of the Original JDA to give effect to the following conditions:

1. In consideration of Developer and Confirming Parties granting the Joint Development Rights and other related construction rights, title, entitlement and exclusive possession of the Original Collaboration Land in general and the Project in particular to PIPL to develop the Original Collaboration Land, PIPL shall pay to the Developer: (a) an amount of Rs. 77,00,00,000/- (Rupees Seventy-Seven Crores Only) net of all taxes, within a period of 18 (Eighteen) months from the date of execution of the Reversion Notice ("**Minimum Guarantee**"), and (b) 18% (eighteen percent) of the actual sale price (excluding the Pass Through Charges) over and above the Minimum Threshold Price (as defined hereinafter) for the residential component of the Project (as defined under the Original JDA) ("**Company's Entitlement**"). The payout shall be subject to applicable tax deduction at source as per Applicable Laws.
2. The Minimum Guarantee shall be paid by PIPL to Developer in all circumstances and the Developer hereby agrees and acknowledges the receipt of Rs. 68,00,00,000/- (Rupees Sixty Eight Crores Only) towards the Minimum Guarantee. The Company's Entitlement shall become due and payable only after the saleable area comprised in the Project contemplated under the Original JDA is sold/ allotted/ transferred for a consideration higher than the Minimum Threshold Price. For the purposes of the Original JDA and this Schedule V, the minimum threshold price is agreed to be INR 19,000 (Rupees Nineteen Thousand) per square feet as of the date of the execution of amendment to the Original JDA in line with this Schedule V, and the minimum threshold price shall be escalated by 7.5% per annum upon expiry of each year from the date referred to above ("**Minimum Threshold Price**").
3. Save and except any timelines agreed under the Original JDA in respect of compliances and registration under RERA and ensuring completion of the Project contemplated under the Original JDA, all other the timelines set out in the Original JDA in relation to the obligations of PIPL shall be deemed to take effect on and from the date on which such project is registered under RERA.
4. Subject to PIPL procuring necessary approvals/ sanctions/ permission for migration of the DDJAY Licenses to a development license under NILP, PIPL (by itself or through any of its partners) shall be entitled to raise debt funding or loans/ avail any financial assistance from any bank, financial institution, non-banking finance company, alternate investment fund or any other person who have granted/ will grant financial assistance/ loan/ debt funding to the PIPL ("**Financing Party**") by creating encumbrances or any other third-party rights, whatsoever in respect of the Original Collaboration Land, the Project and/or the Development Rights (as defined under the Original JDA) and/or the receivables arising out of the Project being constructed and developed on the Original Collaboration Land as security for the said financial assistance. The Developer shall provide all reasonable assistance and cooperation in respect thereof, required in terms of Applicable Laws, and shall sign reasonably necessary documents,

Pyramid Infratech Pvt. Ltd.

Emaar India Limited

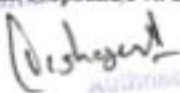

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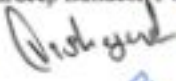

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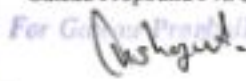
Gallium Propbuild Pvt. Ltd.

Amardeep Buildcon Pvt. Ltd.

Gateau Propbuild Pvt. Ltd.


Authorized Signatory


Authorized Signatory


Authorized Signatory

Authorized Signatory



declarations, undertakings, agreements, letters etc., as may be required by the Financing Party in this regard in terms of Applicable Laws. The Developer shall file requisite forms with the registrar of companies with respect to such encumbrance/ mortgage/ charge/ lien and also deposit the original sale deeds/ title documents in respect of the Original Collaboration Land with the Financing Party or trustee/ custodian acting on behalf of the Financing Party.

5. No amount towards the Company's Entitlement (except the Minimum Guarantee) shall become due and/or payable to them from PIPL (or otherwise from the Project or Original Collaboration Land), till such time the encumbrance of the Financing Party over the Original Collaboration Land and/or the Project is vacated or satisfied, whichever is later.
6. Pursuant to the foregoing, irrevocable Development Rights, other related construction rights, title, entitlements and exclusive possession of the Original Collaboration Land in general and the Project in particular, in favour of the Developer, PIPL shall be entitled to develop the Original Collaboration Land in general and the Project in particular for any purpose as may be allowed by New Integrated Licensing Policy, 2022 of the Government of Haryana (as may be amended or replaced from time to time) and any other residential and commercial policy (present or future), at PIPL's sole discretion in terms of the Original JDA including but not limited to Affordable Housing Policy, 2013, Group Housing or Mixed Development under transit-oriented development, Commercial Complex, Deen Dayal Jan Awas Yojna and residential plotted colony.
7. PIPL shall be entitled to create encumbrance, assign or transfer the Original JDA and/ or any or all of its rights, title, interest and/or obligations thereunder in favour of any person (including without limitation the Financing Party), without requiring any consent of the Developer, provided that any enforcement rights of any person (including without limitation the Financing Party) pursuant to such encumbrance shall always be subject to the terms and conditions agreed under the Original JDA, including the Developer's rights in case of an event of default under the Original JDA.
8. PIPL shall be entitled (without being obligated) to procure additional FAR for the Project (as contemplated under the Original JDA) at PIPL's sole cost and expense or procure additional land parcels adjoining the Original Collaboration Land for development of the Project at PIPL's sole cost and expense, and the Developer shall irrevocably agree, declare and confirm its no objection in relation thereto. Without prejudice to the above, the Developer shall execute necessary no-objection/ consent letters in respect thereof, if so required by PIPL in terms of Applicable Laws. The Parties further agree that PIPL shall be solely entitled to such additional FAR/ additional land (including without limitation all revenue/ cashflows/ benefits pertaining to such additional FAR/ additional land), and the Developer shall not have any claim, right, title or interest in respect thereof.

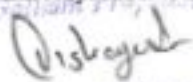
For Pyramid Infotech Pvt. Ltd.

Pyramid Infotech Pvt. Ltd.


Authorized Signatory

Gallium Propbuild Pvt. Ltd.

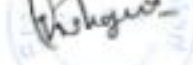
For Gallium Propbuild Pvt. Ltd.


Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

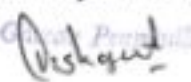

Authorized Signatory

Emaar India Limited



Gateau Propbuild Pvt. Ltd.

For Gateau Propbuild Pvt. Ltd.


Authorized Signatory

Authorized Signatory




SCHEDULE VI

ADDITIONAL LAND TITLE DOCUMENT

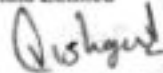
1. Original sale deed dated 25 October 2023 bearing document number 10,341 executed by Ramesh Singh, Suresh Kumar, Khajan and Sujan in favour of PIPL.
2. Original exchange deed dated 20 August 2024 bearing document number 7329 executed by Harpal Singh and Satyapal Singh with PIPL.
3. Original sale deed dated 16 August 2022 bearing document number 4688 executed by Nar Singh, Sushila, Koshalya, Jyoti, Premwati, Ram Pal, Jai Narayan, Ram Narayan, Mahadei, Parivnder, Surender, Jawahar Singh, Shri Chand, Mahender, Rajbala, Ramphal, Sonia, Monika, Ravinder, Sushma, Krishna, Ram Kishan, Chander Prakash, Kusum Yadav in favour of PIPL.
4. Original sale deed dated 5 June 2023 bearing document number 2931 executed by M/s Blanca Builders and Developers Private Limited and Unicorn Real Estate Developers Private Limited in favour of PIPL.
5. Original sale deed dated 24 August 2022 bearing document number 4985 executed by Rohtash Singh through his attorney Manoj Kumar in favour of PIPL.
6. General power of attorney dated 24 August 2016 bearing number 33 executed by Rohtash Singh in favour of Manoj Kumar.

For Pyramid Infratech Pvt. Ltd.

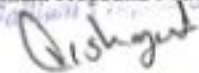
Pyramid Infratech Pvt. Ltd.


Authorized Signatory

Emaar India Limited


Authorized Signatory

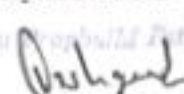
Gallium Propbuild Pvt. Ltd., Ltd. Amardeep Buildcon Pvt. Ltd.

For Gallium Propbuild Pvt. Ltd.

Authorized Signatory

For AMARDEEP BUILDCON PRIVATE LIMITED

Authorized Signatory

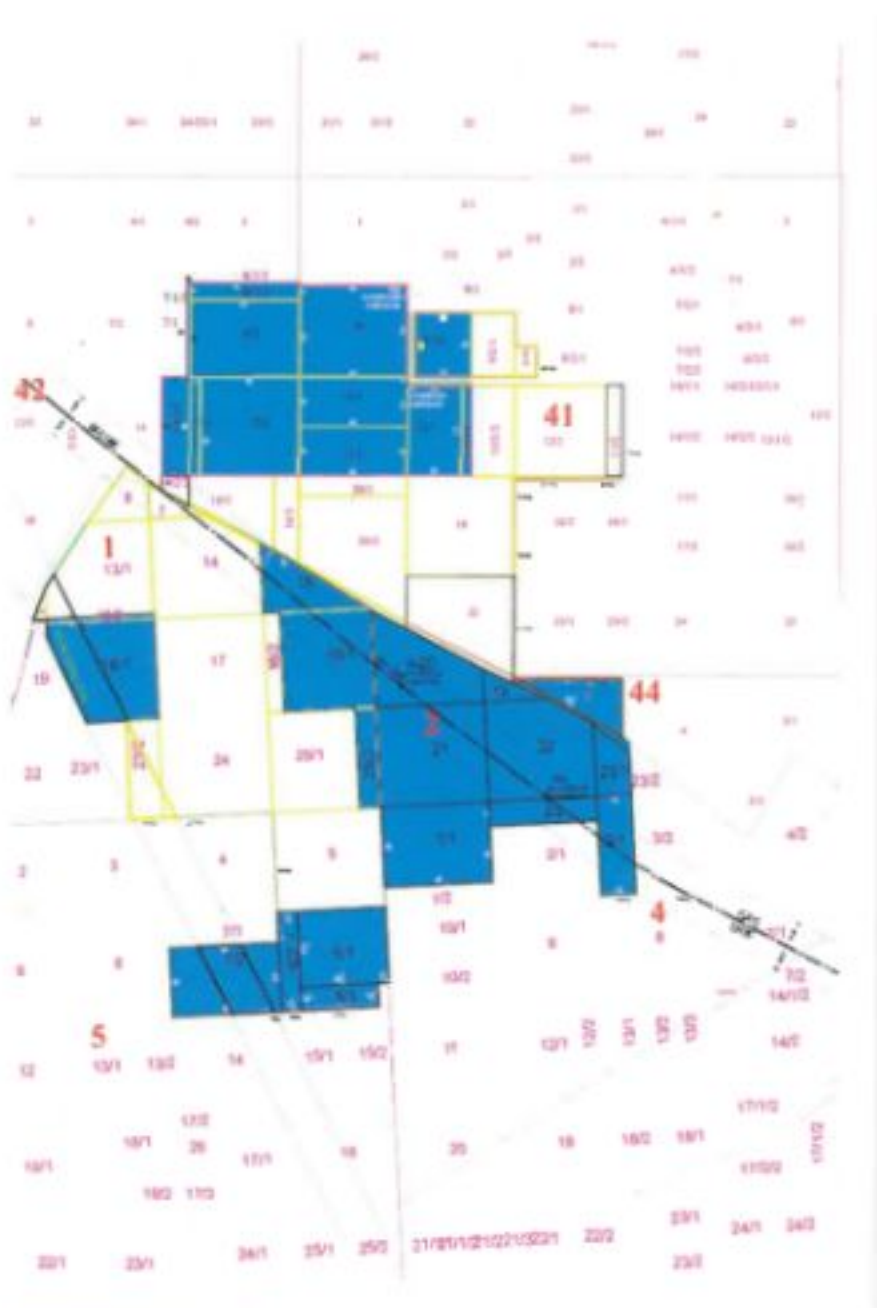
Gateau Propbuild Pvt. Ltd.

For Gateau Propbuild Pvt. Ltd.

Authorized Signatory



ANNEXURE 1

PLAN DEMARCATING ADDITIONAL LAND



For Pyramid Infratech Pvt. Ltd.
Pyramid Infratech Pvt. Ltd.

[Signature]
Authorised Signatory

Gallium Propbuild Pvt. Ltd. *Prop. Pvt. Ltd.* Amardeep Buildcon Pvt. Ltd.

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

Emaar India Limited

[Signature]

Gateau Propbuild Pvt. Ltd.

For Gateau Propbuild Pvt. Ltd.

[Signature]

Authorised Signatory

For AMARDEEP BUILDCON PRIVATE LIMITED
Authorised Signatory



ANNEXURE II
PLAN DEMARCATING PROJECT LAND



For Pyramid Infratech Pvt. Ltd.

Pyramid Infratech Pvt. Ltd.

[Signature]
Authorized Signatory

For Gallium Propbuild Pvt. Ltd.

Gallium Propbuild Pvt. Ltd.

[Signature]
Authorized Signatory

Amardeep Buildcon Pvt. Ltd.

[Signature]
Authorized Signatory

Emaar India Limited

[Signature]
Authorized Signatory

Gallium Propbuild Pvt. Ltd.

[Signature]
Authorized Signatory

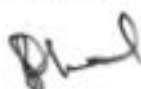
For AMARDEEP BUILDCON PRIVATE LIMITED



IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

PYRAMID INFRATECH Pvt. Ltd.

Through Its Authorized Signatory



EMAAR INDIA LIMITED

Through Its Authorized Signatory



GALLIUM PROPBUILD Pvt. Ltd.

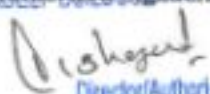
Through Its Authorized Signatory

For Gallium Propbuild Pvt. Ltd.

Authorized Signatory

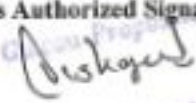
AMARDEEP BUILDCON Pvt. Ltd.

Through Its Authorized Signatory


Director/Authorised Signatory

GATEAU PROPBUILD Pvt. Ltd.

Through Its Authorized Signatory


For Gateau Propbuild Pvt. Ltd.

Authorized Signatory


DRAFTED BY
As per Instruction Given
By Both Parties
SURENDER (ADVOCATE)
Dist. & Session Court, Gurugram (Hr.)

Witness No. 1


SURENDER
Advocate
Identify as per Id.
Dist. & Session Court,
Gurugram (Hr.)

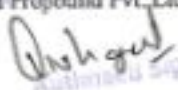
Witness No. 2


Laxmi Narayan S. Anand
Wife: Hussain
D:- Gurugram

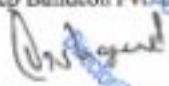
For Pyramid Infratech Pvt. Ltd.
Pyramid Infratech Pvt. Ltd.



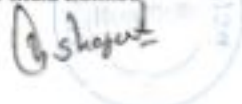
For Gallium Propbuild Pvt. Ltd.


Authorized Signatory

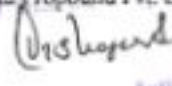
Amardeep Buildcon Pvt. Ltd.


Authorized Signatory

Emaar India Limited



Gateau Propbuild Pvt. Ltd.


Authorized Signatory

