

Non-Judicial		 Indian-Non Judicial Stamp Haryana Government 		Date: 16/04/2021
Certificate No	GOP202102976		Stamp Duty Paid: ₹ 1350000	
GRN No	76508838		Penalty: ₹ 0	
<u>Seller / First Party Detail</u>				
Name:	Forsythia Propbuild Pvt. Ltd			
H.No/Floor:	306/308	Sector/Ward:	0	LandMark:
City/Village:	Saket	District:	New delhi	Square one c2 district centre
Phone:	99*****23	State:	Delhi	
<u>Buyer / Second Party Detail</u>				
Name:	Boxacres Developers Pvt Ltd			
H.No/Floor:	315/2	Sector/Ward:	0	LandMark:
City/Village:	Pragati vihar	District:	New delhi	Gf rd no 7 blk f shahbad daultpur
Phone:	99*****23	Others:	Emaar india limited	
Purpose:	JOINT DEVELOPMENT AGREEMENT			

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

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (the "Agreement") is made and executed at Gurugram, Haryana on this 19th day of April, 2021;

BY AND AMONGST

FORSYTHIA PROPBUILD PRIVATE LIMITED (CIN:U45200DL2007PTC157785 PAN:AABCF0500A), 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, C-2, District Centre, Saket, New Delhi -110017, acting through Emaar India Limited through its authorized signatory - **Mr. Parveen** (Aadhaar No. 5052 0924 4157), who has been duly authorized to sign and execute this Agreement and to appear and present this Agreement for registration vide Board Resolution dated 1st April, 2021 (hereinafter referred to as the "**Landowner**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **FIRST PART**;

Emaar India Limited

Boxacres Developers Private Limited

AV Sharma

For Forsythia Propbuild Pvt. Ltd

Authorised Signatory

Director/Auth. Sign.

प्रलेख न:710

दिनांक:19-04-2021

डीड संबंधी विवरण

डीड का नाम COLLABORATION
AGREEMENT

तहसील/सब-तहसील Manesar

गांव/शहर नौरांगपुर

धन संबंधी विवरण

राशि 67500000 रुपये

स्टाम्प ड्यूटी की राशि 1350000 रुपये

स्टाम्प नं : 00p2021d2976

स्टाम्प की राशि 1350000 रुपये

रजिस्ट्रेशन फीस की राशि 50000
रुपये

EChallan:76561869

पेस्टिंग शुल्क 0 रुपये

Drafted By: Ashok kumar sharma ADy

Service Charge:0

यह प्रलेख आज दिनांक 19-04-2021 दिन सोमवार समय 5:15:00 PM बजे श्री/श्रीमती /कुमारी

Forsythia Propbuild Pvt Ltd thru Parveen OTHER निवास 306-308, Square One, C2, District centre, Saket New Delhi द्वारा
पंजीकरण हेतु प्रस्तुत किया गया।



हस्ताक्षर प्रस्तुतकर्ता

Forsythia Propbuild Pvt Ltd

उप/संयुक्त पंजीयन अधिकारी (Manesar)

उपरोक्त पेशकर्ता व श्री/श्रीमती /कुमारी MS BOXACRES DEVELOPERS PVT LTD thru ADITYA VIKRAM

SHOREWALA OTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों

ने सुनकर तथा समझकर स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती /कुमारी ASHOK KUMAR SHARMA पिता —

निवासी ADV GGM व श्री/श्रीमती /कुमारी SANJAY SHUKLA पिता —

निवासी GGM ने की।

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

उप/संयुक्त पंजीयन अधिकारी (Manesar)

AND

EMAAR INDIA LIMITED (Formerly known as EMAAR MGF LAND 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, New Delhi 110017, acting through its authorised signatory **Mr. Mohit Agarwal** (Aadhaar No. 6171 1258 7415) who has been duly authorized to sign and execute this Agreement vide Board Resolution dated 18th February, 2020 (hereinafter referred to as the "**Emaar**", which term and expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**;

AND

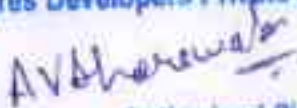
BOXACRES DEVELOPERS PRIVATE LIMITED, (CIN: U70200DL2020PTC369545, PAN: AAJCB2583R), a company registered under the provisions of the Companies Act, 2013, having its registered office at-A-12/1, IVth Floor, Paras Apartment, Near Gokul Park, Sector - 10, Delhi 110075, India, acting through its Authorised signatory **Mr. Aditya Vikram Shorewala** (Aadhaar No. 8928 5584 6630), who has been duly authorized to sign and execute this Agreement vide Board Resolution dated 12th April, 2021 (hereinafter referred to as the "**Developer**", which term and expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **THIRD PART**;

(The term and expression the '**Landowner**', '**Emaar**', and the '**Developer**' are hereinafter collectively referred to as '**Parties**' and individually referred to as '**Party**').

WHEREAS:

- (A) Landowner is the owner of 3.3750 acres (1.3658 hectare) or thereabout of land falling in revenue estate of Village Naurangpur, Sector 79, Gurugram, Haryana, and shall hereinafter be referred to as the "**Said Land**" as shown in the map attached hereto as '**Annexure - I**'. The details of the Said Land is more particularly detailed in '**Schedule I**'. Currently, the Said Land can be accessed via 24mt road which is built by third party and can be only accessed through third party development.
- (B) The Landowner and Emaar being desirous of carrying out conceptualization, execution, implementation, development, construction and completion of a project over the Said Land and in furtherance of the same the Landowner granted rights and interest in the Said Land as described in '**Schedule - I**' to Emaar under a definitive agreement dated 20th January, 2007 on the terms and conditions contained therein and as amended from time to time (hereinafter referred to as "**Definitive Agreement**").
- (C) The Landowner is vested with absolute ownership of the Said Land with clear and marketable title and that the Said Land is free from any Encumbrances or


Emaar India Limited
Authorized Signatory

Boxacres Developers Private Limited

Authorized Signatory


For Forwarding to the
Authorized Signatory

Reg. No.

Reg. Year

Book No.

710

2021-2022

1



पेशकर्ता

दावेदार

गवाह

पेशकर्ता :- thru ParveenOTHER Forsythia Propbuild Pvt Ltd

उप/संयुक्त पंजीयन अधिकारी

दावेदार :- thru ADITYA VIKRAM SHOREWALAOOTHERMS BOXACRES DEVELOPERS
PVT LTD

गवाह 1 :- ASHOK KUMAR SHARMA

गवाह 2 :- SANJAY SHUKLA

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 710 आज दिनांक 19-04-2021 को बही नं 1 जिल्द नं 277 के पृष्ठ नं 21.25 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 1304 के पृष्ठ संख्या 92 से 94 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 19-04-2021

उप/संयुक्त पंजीयन अधिकारी(Manesar)



notifications under the Land Acquisition Act. The Landowner is recorded as the owner of the Said Land in all Government records.

- (D) The Developer represents that it is engaged in development of real estate projects in Gurugram, Haryana. The Developer represents that its present directors and present shareholders hold considerable experience in development of residential colonies, construction of factories and manufacturing facilities, IT campuses, commercial and residential complexes, malls and hotels, roads and highways, dams, flyovers, bridges, transmission lines and electricity substations, etc. pan India and has evinced interest in development of an affordable housing project under Affordable Housing Policy, 2013 of the State of Haryana on the Said Land.
- (E) The Developer has conducted due diligence with respect to the Said Land and has obtained independent legal advice, made enquiries and has satisfied itself in all respects, with regard to the right, title and interest of the Landowner and that of Emaar in the Said Land and has also personally conducted physical inspection of the Said Land, ownership records, etc. of the Said Land and is fully satisfied with the access to the Said Land, rights, title, interest, and possession of the Landowner and that of Emaar over the Said Land. On the basis of representations and assurances of the Developer, and on the specific and express confirmation and undertakings of the Developer that it shall duly perform its obligations as set out and as agreed to herein, the joint development rights in the Said Land are being granted to the Developer for the conceptualization, execution, implementation, development, construction and completion of an affordable housing project on the Said Land under Affordable Housing Policy, 2013 of State of Haryana, strictly on an "as is where is" basis on the premise that the Developer will undertake its obligations as set out in this Agreement in a timely and orderly manner and the Developer has agreed to take all necessary action to obtain License for the Said Land and develop the Said Land under Affordable Housing Policy, 2013 as specified under Recital (D) above, at its own cost and expenses.
- (F) The Developer has agreed to undertake conceptualization, execution, implementation, development, construction and completion of an affordable housing project on the Said Land under Affordable Housing Policy, 2013 of State of Haryana and Emaar and Landowner relying on the above representations of the Developer, the Parties having finalized their contractual understanding and have proceeded to execute this Agreement recording to the understanding and declaring their respective obligations, rights, roles and responsibilities with respect to the joint 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:


Emaar India Limited
Authorized Signatory


Boxacres Developers Private Limited
AV Sharma
For Emaar
Authorized Signatory

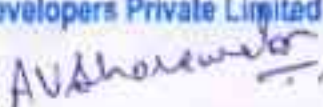

Emaar India Limited
Authorized Signatory

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) **"Affordable Housing Policy, 2013"** means affordable housing policy for group housing projects of the Government of Haryana notified on 19th August, 2013 and as amended from time to time;
- (ii) **"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;
- (iii) **"Applicable Law"** shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
- (iv) **"Approvals"** shall mean and refer to all such permissions, no objection certificates, permits, sanctions, exemptions and approvals as may be required for the Project, as defined hereafter, including but not limited to building plan sanction, 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), registration and approval from the Real Estate Regulatory Authority, approval (if applicable) of the Ministry of Environment and Forests, National Monument Authority, Archeological Survey of India (ASI) or any other approvals as may be required from any Governmental Authority or from any other person, as the case may be, for the acquisition, construction, development, ownership, management, disposal, transfer of or creation of third party interest in the Project;
- (v) **"Commercial Saleable Area"** means the commercial development including units/plots/etc. and other commercial saleable areas including common facilities, if any, earmarked for commercial development developed in the Project for sale as per the Affordable Housing Policy, 2013 to the prospective buyers;
- (vi) **"Definitive Agreement"** shall have the meaning ascribed to such term in Recital (B);


Emaar India Limited
Authorized Signatory

Boxacres Developers Private Limited

Authorized Signatory


Pooja
Authorized Signatory

- (vii) **"DGTCP"/ "DTCP"** shall mean the Director General Town and Country Planning, Haryana;
- (viii) **"Effective Date"** shall mean the date of execution and completion of registration of this Agreement and successful receipt of entire first tranche of the IFRSD, without any delay or default on the part of the Developer;
- (ix) **"IFRSD"** shall mean the interest free refundable security deposit more particularly described in Article 6 of this Agreement.
- (x) **"Encumbrances"** means any mortgage, pledge, assignment by way of security, hypothecation, security interest, lien, charge, litigations or any agreement creating third party interest in the Said Land;
- (xi) **"Net Sale Revenue"** shall mean all the amounts paid by the proposed allottees/customers in respect of the Saleable Area of the residential/commercial apartments / units / plots and shall not include any pass-through charges, taxes, etc.
- (xii) **"Government /Governmental Authority"** shall mean the central government, state government, 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 subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction, development and sale of the Project;
- (xiii) **"HDRUA Act"** shall refer to the Haryana Development & Regulation of Urban Areas Act, 1975, and the rules framed there under, as amended from time to time;
- (xiv) **"HRERA"** shall mean Haryana Real Estate Regulatory Authority for Gurugram, Haryana;
- (xv) **"HRERA Rules"** shall mean the Haryana Real Estate (Regulation and Development) Rules, 2017 framed there under, as amended from time to time by Haryana Real Estate Regulatory Authority for Gurugram, Haryana;
- (xvi) **"License"** shall mean the license issued by DTCP for conceptualization, execution, implementation, development, construction and completion of an affordable housing project on the Said Land under Affordable Housing Policy, 2013 of State of Haryana, along with any adjacent land parcels, if any;

Boxacres Developers Private Limited

 Authorized Signatory

For Forsythia Propound Pvt. Ltd.

 Director/Auth. Sign.

- (xvii) "**Project**" shall mean the conceptualization, execution, implementation, construction, development and completion of the development on the Said Land under Affordable Housing Policy, 2013 of the Government of Haryana;
- (xviii) "**RERA**" shall refer to the Real Estate (Regulation and Development) Act, 2016, as amended from time to time and other rules, regulations as framed by Haryana Real Estate Regulatory Authority for Gurugram, Haryana;
- (xix) "**Saleable Area**" means the residential and commercial development including units, plots, etc. and other saleable areas developed in the Project for sale as per the Affordable Housing Policy, 2013 to the prospective buyers;
- (xx) "**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.

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;

Emax Limited
Authorized Signatory

Boxacres Developers Private Limited
AV Shrivastava
Authorized Signatory

For Forsythia Private Limited
Authorized Sign.

- 1.2.6 references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 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;
- 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 references to a person (or to a word importing a person) shall be construed so as to include:
- (i) 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 a separate legal personality);
 - (ii) 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;
- 1.2.14 where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words; and
- 1.2.15 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.

Emar India Limited
Authorized Signatory

Boxacres Developers Private Limited
AV Shrivastava
Authorized Signatory

For Fortville Properties Ltd.
Authorized Signatory

- 1.2.16 Interpretation of the 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

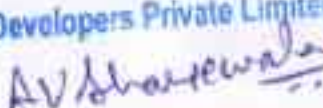
This Agreement is to set forth the terms and conditions with respect to grant of development rights in the Said Land and engagement of the Developer to jointly develop the Said Land, and for undertaking the conceptualization, execution, implementation, construction, development and completion of the development on the Said Land and the rights and obligations of the Parties towards the conceptualization, execution, implementation, construction, development and sale of the Project.

ARTICLE 2 VESTING OF JOINT DEVELOPMENT RIGHTS

- 2.1 The Landowner has absolute right, title and interest, free from all Encumbrances over the Said Land except for the rights and interest already vested in Emaar and that the Said Land is in the vacant and peaceful physical possession of Emaar in the manner as stated in Recital (B).
- 2.2 All charges, such as land revenue, taxes, etc. with respect to the Said Land and all other dues, relating to the Said Land have been paid up to the date of this Agreement. In case the aforesaid charges are levied or communicated in future for the period prior to the execution of this Agreement, Emaar shall be responsible towards the payment of such charges. It is however agreed by the Parties that the Developer alone shall be liable and responsible for payment of all property and land related taxes & dues arising after the execution of this Agreement.
- 2.3 On and from the Effective Date and in terms of this Agreement, the joint development rights shall vest in the Developer to develop the Said Land, and the Developer accepts from Emaar, the joint development rights to undertake the conceptualization, execution, implementation, development, construction and completion of an affordable housing project on the Said Land under Affordable Housing Policy, 2013 of State of Haryana, subject to the Developer abiding by the terms and conditions as contained herein under this Agreement and the Applicable Law. The Parties hereby agree that pursuant to the receipt of the License, this Agreement shall be irrevocable, unless permitted by DTCP.
- 2.4 It is hereby agreed that since the Developer/ its Directors and promoters holds considerable expertise in the development of real estate projects and more particularly affordable housing projects under the Affordable Housing Policy, 2013 and in view of the representations made by the Developer hereinabove, the Developer shall be the main/ lead developer and shall be solely responsible, liable and accountable for the development of the Project on the Said Land and compliance of all applicable laws including RERA and HDRUA, and the rules

Emaar India Limited

Authorized Signatory

Boxacres Developers Private Limited

Authorized Signatory

For Farayash Housing Pvt. Ltd.

Authorized Signatory

framed thereunder and that under Affordable Housing Policy, 2013. The Developer shall be deemed to be the "Primary Promoter" for the purposes of RERA and Haryana Apartment Ownership Act, 1983 and other Applicable Law and in no manner the Landowner and/or Emaar shall assume any liability, responsibility and accountability with regard to the conceptualization, execution, implementation, development, construction and completion of the Project and towards the third party(ies) including but not limited to any Government Authority.

- 2.5 It is hereby agreed that the Developer shall apply and procure all Approvals, permissions, NOCs, LOI, License, etc., including but not limited to registration under the Applicable Law, including without limitation, HRERA, within Twelve (12) months from the execution of this Agreement, except environmental clearances, which shall be procured before commencement of construction of the Project on the Said Land under the Affordable Housing Policy, 2013. However, subject to the Developer not being in default of this Agreement, including without limitation Article 4, 5 and Article 6, of this Agreement, the Parties shall mutually extend the timelines.
- 2.6 For the purposes of conceptualization, execution, implementation, development, construction and completion of the Project, under the Affordable Housing Policy, 2013, the Developer has agreed and undertaken that for achieving the benchmark for the eligibility to undertake the Project under the Affordable Housing Policy, 2013, the Developer shall be fully entitled to collaborate with other parcels of land which are in contiguity to the Said Land without in any manner affecting the rights and interest of Emaar/Landowner under this Agreement or otherwise and without any manner making Emaar/ Landowner liable, accountable and responsible for the same and without in any manner putting any additional obligations on the part of Emaar/ Landowner. The Developer has further agreed to obtain all necessary permissions, approvals, NOCs, etc., as may be required for use and access to the 24-meter-wide road from third party at its own cost and expenses. It is specifically agreed that Landowner/Emaar shall not responsible and/or obligated for facilitating/making available such additional land parcels or for any permission, approval, NOCs etc., to use and have access to the 24-meter-wide road, as referred to as above.
- 2.7 **Power of Attorney:**
- (i) Subject to the terms as set out herein, Land owner and Emaar has executed a Special Power of Attorney ("SPA") in favour of the Developer simultaneous to execution of this Agreement for the limited purpose of procuring License from competent Government Authority(ies).
- (ii) Subject to receipt of payment of the entire IFRSD by Emaar in the manner as set out in Article 6 of this Agreement or the Developer procuring the License for development and construction of a Project on the Said Land, whichever is earlier, Land Owner and Emaar shall execute and register a further power of attorney in favour of the Developer, in the agreed format as at 'Annexure-II'.

Emaar Properties Limited
Authorized Signatory

Boxacres Developers Private Limited
AV Shrivastava
Authorized Signatory

For Forsythia Promoters Pvt. Ltd.
Director/ Auth. Sign.

- 2.8 The Parties have agreed that at any time during the tenure of this Agreement, the Developer shall also be eligible to collaborate with other parties and may include land belonging to such other party(ies) or the land owned by the Developer ("**Other Land**") in and as a part of this Project or any other future project. In such an eventuality the Emaar's Entitlement shall be computed in proportion to Said Land out of the total land for the development of the Project. The Developer shall also be liable and responsible for obtaining all necessary approvals, NOCs, permissions, sanctions, approvals, registrations, etc., that may be required for development of the Other Land/ additional land at its own cost and expense without in any manner making the Landowner/Emaar liable for any additional financial or other obligations and without in any manner diluting and/or affecting the right and interest and entitlements of Emaar/Landowner under and in terms of this Agreement.

ARTICLE 3
CONSTRUCTION AND DEVELOPMENT OF THE PROJECT,
APPROVALS, MARKETING AND SALES

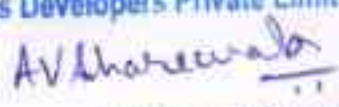
3.1 **Right to enter upon the Said Land:**

- a) Simultaneously upon execution of this Agreement and subject to the Developer not being in default of Article 4, Article 5 and Article 6 of this Agreement and other terms of this Agreement, the Developer shall have temporary access to the Said Land for the purpose of surveying the same and doing soil investigation, land demarcation, etc. The Developer shall have the right to prepare layout plans, building plans, preparing and making applications for grant of Approvals, renewals, extensions thereof from Government Authority, as per Applicable Law.
- b) Only upon receiving the License or receipt of the entire IFRSD, whichever is earlier and subject to the Developer not being in default of Article 4, Article 5 and Article 6 of this Agreement and other terms of this Agreement, the Developer shall be entitled to do all such acts and deeds required and/or necessary only for the purposes of exercising the joint development rights and for the implementation and development of the Project on the Said Land, directly or through its architects, consultants, representatives, contractors. It is hereby agreed that Developer shall get the building plan approved within the timelines as mentioned under the Affordable Housing Policy, 2013 as prescribed by the Government.

3.2 **Development and Construction:**

- 3.2.1 The Parties agree that Developer shall develop the Project at its own cost and expenses and Emaar shall at the costs and expenses of the Developer, assist in the following in relation to the Project:
1. advising on land demarcation;
 2. facilitate patwari land reconciliation;

Emaar Media Limited


Boxacres Developers Private Limited

Authorised Signatory

For Forayval Properties Pvt. Ltd.

Director/ Auth. Sign.

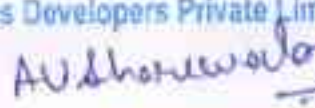
3. advising on Project designing and hiring of consultants therefore;
4. advising on Project feasibility study and hiring of consultants therefore;
5. advising on layout plan designing as per current norms;
6. assist site survey;
7. advice on mapping/zoning of Said Land;

The above-mentioned role including Article 3.2.1 as mentioned above shall be provided by Emaar to the Developer subject to the Developer being in due compliance with the terms of this Agreement. It is clarified that the Developer shall be solely liable to carry out the implementation of the Project in terms of this Agreement and the Applicable Law. The Parties herein agree that the Developer shall be the 'Primary Developer' for all purposes and shall be deemed to be the only promoter for the purposes of the development contemplated herein. The Parties herein agree that all costs and expenses with respect to performance of Emaar and/ or the Landowner as set out in Article 3.2.1 above shall be to the account of the Developer. The Developer shall be solely responsible for all RERA and the HRERA Rules related compliance including payment of compensation, penalties, etc. qua the Project, Government Authorities. The Developer further agrees and undertakes that any addition of the name of Emaar and/or Landowner as co-promoter in the RERA registration of the Project shall be restricted to only the right, title and interest in the Said Land for the Project without any obligation or liability for the Project being undertaken and/or accepted by the Landowner and/or Emaar.

- 3.2.2 The Developer shall be responsible for compliance of all the terms and conditions of License/provisions of the Applicable Law including Haryana Development and Regulations of Urban Areas Act, 1975 and the Rules made there under including payment of External Development Charges and State Infrastructure Development Charges, IAC, any interest, charges and penalty payable thereon and any enhancements thereof pertaining to the Said Land shall be paid by the Developer from its own resources till the grant of final completion certificate for the Said Project or relieved of the responsibility by the DTCP, Haryana, whichever is earlier. The Project shall be implemented/ developed and driven by the Developer at its own cost and expenses without any right to recover such costs and expenses from Emaar and the Landowner. The quality, cost, design, layout, aesthetics, landscaping, architecture, implementation etc. of the Project shall be at the sole discretion and expertise of the Developer.
- 3.2.3 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 of such persons at the sole responsibility of the Developer. The Developer shall be deemed to be the 'Principal Employer' in this regard.
- 3.2.4 The Developer shall construct amenities on the Said Land in accordance with the License / zoning conditions and Approvals, for the Said Land and shall be


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responsible for compliance of all other obligations of the License and Applicable Law until the Developer obtains the final completion certificate(s) for the Said Project.

3.3 Approvals and Compliance

- 3.3.1 The Developer shall be responsible for procuring all necessary Approvals, licenses, permission, NOCs, etc., for the development and construction of the Project on the Said Land (including but not limited to procuring completion/ occupation certificate in a time bound manner) at its own cost and expenses. The Landowner and Emaar shall provide all necessary assistance and documents and information as are required by the Developer for obtaining, renewing or modifying the Approvals. It is agreed between the Parties that the Developer shall commence the development and construction of the Project over the Said Land only upon acquiring all the Approvals, permissions, certificates, NOCs, etc., from the competent / appropriate authority(ies) as may be required for commencing the development of the Project. Any breach by the Developer shall make the Developer solely responsible and liable for all the consequences arising therefrom.
- 3.3.2 The Developer shall be solely responsible for procuring all approvals including registration of the Project under the RERA and compliance with the HRERA rules framed thereunder Haryana Development & Regulation of Urban Areas Act, 1975 and the rules framed thereunder and other Applicable Law in respect of the Project on the Said Land. The Landowner and Emaar shall in no circumstance be held liable and responsible for any non-compliance, omission and commission, breach or any violation of the provisions as contained in the RERA and the HRERA rules framed thereunder or the terms of License or Applicable Law. It is made clear that any proceedings instituted by any party(ies) against the Landowner and Emaar with respect to the same shall be defended at the cost of Developer and Developer shall assume full responsibility in the said proceedings as well. However, such addition of the name of Emaar and/or Landowner as co-promoter in the RERA registration of the Project shall be restricted to only the right, title and interest in the Said Land for the Project without any obligation or liability for the Project being undertaken and/or accepted by the Landowner and/or Emaar.
- 3.3.3 Since it is Developer's responsibility to obtain the License and Approvals under Affordable Housing Policy, 2013 it is hereby agreed that Developer shall be solely responsible and liable for ensuring compliances with the Affordable Housing Policy, 2013 and allied laws, in addition to other obligations and compliances cast upon the Developer in this Agreement. It is agreed that the Landowner and Emaar shall not be held liable and responsible for any claim or action under Affordable Housing Policy, 2013 and Applicable Laws. It is agreed that the Landowner/ Emaar shall not be held liable for any claim or action under Affordable Housing Policy, 2013. It is clarified that in the event the Landowner/Emaar is/are confronted with a claim, of any nature, on account of such breach of Affordable Housing Policy, 2013 and Applicable Law, the Developer shall forthwith make

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good the loss to the Landowner/ Emaar such sums so as to enable the Landowner/ Emaar to meet the said claim including any legal fees that the Landowner/ Emaar may incur in defending the said claim.

3.4 Marketing, branding and sale of the Project and the Saleable Area

- 3.4.1 Subject to due compliance with the terms and conditions of this Agreement by Developer and upon receipt of License and registration of the Project under RERA the Parties agree that Developer shall have the exclusive right/ entitlement of marketing of the Saleable Area in the Project in terms of this Agreement. The Parties agree that Developer will take all decisions regarding the marketing, branding, pricing, sales, product mix and all other decisions pertaining to the Saleable Area at the Project. It is agreed and understood that Emaar shall not market and sell any part of the Saleable Area, except upon the occurrence of an event of default as contemplated under Article 10 of this Agreement, wherein Emaar without any recourse to the Developer shall have unfettered rights to market and sell the Saleable Area in the Project and the Developer shall remain bound by such sale by Emaar.
- 3.4.2 The Project shall be promoted under the brand name of the Developer and the logos of the Developer shall only appear in the marketing and sales collateral. It is agreed and confirmed by the Developer that the Developer shall not use the Emaar name or brand or any variant thereof in any manner whatsoever.
- 3.4.3 Subject to the Developer not being in default Article 4, Article 5 and Article 6 of this Agreement, the Developer shall be entitled to launch and sell / transfer / lease the Saleable Area under the Project in such phases as it deems fit and appropriate.
- 3.4.4 Subject to due compliance with the terms and conditions of this Agreement by the Developer more specifically set out in Article 4 , Article 5 and Article 6 the Developer shall have the sole and exclusive right to prepare and finalize all documents and agreements which would be signed by / with the proposed allottees for the Project, including but not limited to marketing brochure / prospectus, application forms, provisional / builder buyer agreements, sale / conveyance deeds /lease 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, leases and licenses with the end purchasers of the Project.
- 3.4.5 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 sole discretion of the Developer. The layout of the components of the advertisement / marketing materials etc. shall be in such formats as may be decided by solely the Developer. This is subject to due compliance of RERA and the HRERA Rules by the Developer and all other Applicable Laws in this regard at its sole responsibility with respect to such advertisements and subject to

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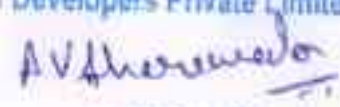
compliance of Article 3.4.2 hereinabove. No such material or description shall be used so as to jeopardize the interest of Emaar and / or the Landowner.

- 3.4.6 The Developer shall be entitled to select a name for the Project as deemed appropriate by the Developer at its sole discretion.
- 3.4.7 The Parties hereto agree that only the Developer's contact details (address, phone numbers etc.) would inter alia appear on all marketing and selling materials pertaining to the Project and the Landowner's details and Emaar details shall not feature in any of the marketing collaterals. It agreed between the Parties that the Developer shall not be entitled to sell/ transfer/ dispose of any Saleable Area of the Project until the Developer has obtained registration from HRERA.
- 3.4.8 Since the exclusive right/ entitlement of marketing of the Saleable Area of the Project vests solely with the Developer and due to the fact that the Developer specialises in the development and construction of Affordable Housing Colonies, it is agreed that all obligations and compliances with regard to the RERA and the HRERA Rules shall be at the sole responsibility of the Developer. It is clarified that Emaar and/or the Landowner shall in no way be held responsible for any liability arising under the RERA and the HRERA Rules and other Applicable Laws including any actions from the prospective allottees of the Project. In the event Emaar and /or Landowner are subjected to any cost, damages, penalties, litigation, etc., the same shall be borne by the Developer and the Developer shall keep the Landowner and /or Emaar fully indemnified in this regard. This Article shall survive the expiry or termination of this Agreement.

ARTICLE 4 EMAAR'S ENTITLEMENT

- 4.1 In consideration of the vesting of the joint development rights in the Developer to develop the Said Land, the Developer shall pay to Emaar an amount equivalent to 17% of share in Net Sales Revenue generated out of the sale of the Saleable Area in the Project subject to applicable tax deduction at source as per Applicable Law ("**Emaar's Entitlement**").
- 4.2 In case of any increase in FAR of Affordable Housing Policy, 2013, the same shall be to the account of the Developer at its own cost and Emaar shall not have any claim from the increased FAR except for Emaar's Entitlement.
- 4.3 In the event any taxes, charges, impositions, levies and duties are imposed and/or become payable in relation to this Agreement, the same shall be borne and paid by the Developer. The Parties agree that the Developer alone shall pay GST in accordance with the applicable rates/laws and its interpretation on the vesting of joint development rights under this Agreement or any transaction contemplated herein (including this Agreement).


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ARTICLE 5 MINIMUM GUARANTEE

- 5.1 Notwithstanding anything contained herein, it is specifically agreed between the Parties hereto that, the Developer shall pay Emaar's Entitlement to Emaar in the manner such that Emaar shall receive a minimum amount of INR 20,00,00,000/- (*Rupees Twenty Crores Only*) within a period of 30 (Thirty) months from the date of execution of this Agreement i.e., 18th October, 2023. The said amount to be paid within the timeline mentioned above shall be treated as a minimum guarantee of Net Sales Revenue provided by the Developer to Emaar and the same shall be paid by the Developer to Emaar under all circumstances ("**Minimum Guarantee**"). The Developer hereby acknowledges that the grant of joint development rights to develop the Said Land as contemplated herein shall always be subject to the Developer honoring its commitment towards payment of Minimum Guarantee under this Agreement in a timely manner.
- 5.2 The Parties agree that on the Said Land, a 24 meter wide road is planned under the master plan for Gurugram. The Developer shall file an application for grant of FAR on the Said Land as per master plan of Gurugram. In the event, FAR on the land which comes under 24 meter-wide road (forming part and parcel of the Said Land) is not granted by competent authority, then the Minimum Guarantee shall stand reduced by Rs. 2,20,00,000/- (*Rupees Two Crore Twenty Lakh only*) i.e. Rs. 17,80,00,000/- (*Rupees Seventeen Crore Eighty Lakh only*).
- 5.3 The Parties hereto agree that in the event the Developer fails to pay the Emaar's Entitlement or the Minimum Guarantee, then Emaar shall, at its own discretion, be entitled to set-off the IFRSD against the Minimum Guarantee / Emaar's Entitlement payable by the Developer to Emaar, without any demur, reservation, contest, protest and/or without any reference to the Developer. On Emaar setting off the IFRSD against the Minimum Guarantee / Emaar's Entitlement, no amount towards refund of IFRSD shall be payable by Emaar to the Developer. The Developer shall not have any claim of recovery of the IFRSD post its adjustment against Emaar's Entitlement / Minimum Guarantee. Similarly, Emaar/Landowner shall not make any claim towards the Emaar's Entitlement and the same shall be treated as fully paid and settled forever. Only in the event Emaar's Entitlement is more than the Minimum Guarantee/ IFRSD, Emaar shall be entitled to recover the additional amount and the Developer agrees, undertakes and declares to remain bound by such arrangement and shall not agitate upon the same in any manner whatsoever.
- 5.4 It is agreed by the Parties hereto that the Emaar's Entitlement / Minimum Guarantee amount payable by the Developer to Emaar as aforesaid shall be subject to deduction of any applicable tax(es) at source. However, the TDS amount, as applicable, shall be deducted from the last installment of the IFRSD to be paid by the Developer. The Developer shall provide necessary proof of deposit of TDS as may be required by Emaar.


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For Forsythe Probuild Pvt. Ltd.

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ARTICLE 6 SECURITY DEPOSIT

6.1 The Developer shall pay an amount of INR 20,00,00,000/- (*Rupees Twenty Crores Only*) as interest free refundable security deposit (hereinafter referred to "IFRSD") to Emaar for performance of its obligations in respect of the Project in the following manner:

- i) Simultaneously upon execution of this Agreement the Developer has paid an amount of INR 3,00,00,000/- (*Rupees Three Crore Only*) ("**First Tranche**") to Emaar, through cheque in favour of Emaar India Limited as detailed below, the receipt of which is acknowledged by Emaar. The payment is subject to realization of cheques from the Developer's bank.

Sr. No.	DD/ Payorder No.	Date	Amount (Rs.)	Drawn on
1.	506293	17 th April 2021	INR 3,00,00,000/- (<i>Rupees Three Crore Only</i>)	ICICI Bank, Connaught Place, New Delhi – 110001

- ii) An amount of INR 7,00,00,000/- (*Rupees Seven Crore only*) ("**Second Tranche**") shall be payable by the Developer to Emaar on or before 20th December, 2021. The Developer has handed over the post-dated cheque(s) of the aforesaid amount to Emaar as detailed below and the payment is subject to realization of cheques from the Developer's bank.

Sr. No.	Cheque No.	Date	Amount (Rs.)	Drawn on
1.	000807	20 th December 2021	INR 2,50,00,000/- (<i>Rupees Two Crore Fifty Lakh only</i>)	ICICI Bank, Gurgaon Sector 57 Branch, Gurugram
2.	000808	20 th December 2021	INR 2,50,00,000/- (<i>Rupees Two Crore Fifty Lakh only</i>)	ICICI Bank, Gurgaon Sector 57 Branch, Gurugram
3	000809	20 th December 2021	INR 2,00,00,000/- (<i>Rupees Two Crore only</i>)	ICICI Bank, Gurgaon Sector 57 Branch, Gurugram

- i) An amount of INR 5,00,00,000/- (*Rupees Five Crore only*) ("**Third Tranche**") shall be payable by the Developer to Emaar on or before 15th April, 2022. The Developer has handed over the post-dated cheque(s) of the aforesaid amount to Emaar as detailed below and the payment is subject to realization of cheques from the Developer's bank.

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Sr. No.	Cheque No.	Date	Amount (Rs.)	Drawn on
1.	000805	15 th April 2022	INR 2,50,00,000/- (Rupees Two Crore Fifty Lakh only)	ICICI Bank, Gurgaon Sector 57 Branch, Gurugram
2.	000806	15 th April 2022	INR 2,50,00,000/- (Rupees Two Crore Fifty Lakh only)	ICICI Bank, Gurgaon Sector 57 Branch, Gurugram

- iii) An amount of INR 5,00,00,000/- (Rupees Five Crores only) ("Fourth Tranche") shall be payable by the Developer to Emaar on or before 30th October 2022. The Developer has handed over the post-dated cheque(s) of the aforesaid amount to Emaar as detailed below and the payment is subject to realization of cheques from the Developer's bank.

Sr. No.	Cheque No.	Date	Amount (Rs.)	Drawn on
1.	000810	30 th October 2022	INR 2,50,00,000/- (Rupees Two Crore Fifty Lakh only)	ICICI Bank, Gurgaon Sector 57 Branch, Gurugram
2.	000811	30 th October 2022	INR 2,50,00,000/- (Rupees Two Crore Fifty Lakh only)	ICICI Bank, Gurgaon Sector 57 Branch, Gurugram

- 6.2 Parties hereby agree that the aforesaid payment of IFRSD (all the tranches) is not contingent upon the Developer aggregating/acquiring additional land parcels and also upon the grant of License.
- 6.3 In the event of failure of the Developer to pay to Emaar the IFRSD as set out in Article 6.1 above, Emaar shall provide a grace period of one (01) month to rectify the failure, subject to payment of interest on the balance amount payable at the rate of 12 % per annum to Emaar 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. The payment of interest shall be without prejudice to other rights and remedies as available to Emaar either in law or equity or otherwise.
- 6.4 Subject to the Developer performing all its obligations under this Agreement, the IFRSD shall be refunded by Emaar to the Developer upon the later of:
- Completion of the Project; or
 - Emaar receiving the entire Emaar's Entitlement or Minimum Guarantee.
- 6.5 The Parties agree, confirm and acknowledge that the Developer shall not be entitled to claim or make a claim of refund or return of the Emaar's Entitlement for any reason whatsoever.

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- 6.6 The Developer acknowledges, confirms and declares that timely payment of IFRSD amounts as per the arrangement and understanding between the Parties hereto is a prerequisite for the Landowner and Emaar remaining bound by their obligations and shall be deemed to the essence of contract.
- 6.7 In the event, any tranche (or part thereof) of the IFRSD is paid in advance by the Developer before the respective milestones as set out in Article 6, the Developer shall have the option of paying the same at a discounted amount of 12% per annum applicable on the respective tranche. The total discount for such pre-payment shall be restricted to a maximum period of 12 months on each tranche.
- 6.8 It is agreed by the Parties that Emaar shall always have a lien on entire share of the Commercial Saleable Area of the Project for securing the Emaar's Entitlement / Minimum Guarantee. However, it is agreed between the Parties that the said lien on the Commercial Saleable Area shall be released by Emaar upon receipt the entire amount of IFRSD to be paid by the Developer to Emaar. The Parties shall earmark the aforementioned share of Commercial Saleable Area in the Project immediately upon approval of the Building Plans.

ARTICLE 7 MORTGAGE

- 7.1 The Developer shall not create any mortgage or Encumbrance, whatsoever in respect of the Said Land and/or the joint development rights and/or the receivables arising out of the Project unless the Developer has paid the entire IFRSD to Emaar as set out in this Agreement.
- 7.2 Notwithstanding the above, Emaar and the Landowner 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/mortgage on the Said Land, the Project or its receivables. In the event of default of any financial assistance availed by the Developer by creation of charge or mortgage, Emaar and /or the Landowner shall have no objection if the charge / mortgage is enforced for realization of debt against the receivables of the Project and/or the Said Land only. Emaar and/or the Landowner shall not be liable to repay any debt created by way of charge or mortgage against the receivables of the Project including any interest, penalty, charges, damages, costs, etc., by whatever name called. The Developer shall at all times keep the Landowner and Emaar along with its directors, employees, authorized representatives, fully indemnified and shall hold harmless at all times against all demands, claims, penalties, costs, order of any court, etc. arising out of any claim or action brought by the lenders. The Developer agrees and undertakes that any mortgage deed/ security documents creating charge on its rights and entitlement on the Saleable Area of the Project or its receivables against the Saleable Area and/or the Said Land, shall clearly set out that Emaar and or the Landowner shall not have any obligations and/or liabilities to repay any loan, facilities availed and/or interest

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thereon under such mortgage deed/ charge creation document or provide any guarantee or security or surety for repayment of any kind of debt of the Developer. The Developer shall incorporate such terms in the mortgage/loan documents with borrowers/financial institution to this effect that Emaar and/or Landowner shall not be responsible and liable to repay any sum towards such loan/facility/mortgage/charge or interest, penalty, charges, costs, damages etc., thereon or any arrangement in any manner whatsoever. It is clarified that in the event of any enforcement of mortgage / charge, leading to transfer or assignment/ attachment of the Said Land / Project or part thereof, the Developers indemnification in favour of the Landowner and/or Emaar's shall survive this Agreement and the Developer shall be liable to bear all liabilities, costs, damages, fines, penalties, order of any court or judicial authority(ies), as also the counsel/advocates fees etc., including repayment of any loan, facility availed and/or interest thereon.

ARTICLE 8

MUTUAL UNDERSTANDING, COVENANTS AND OBLIGATIONS

- 8.1 The Parties agree that the Developer shall be entitled to develop and construct the Project on the Said Land in accordance with the Licence conditions, building plans, approvals and sanctions etc. for the Project and in terms of this Agreement and Applicable Law.
- 8.2 Subject to due compliance of the terms and conditions of this Agreement and Applicable Law by the Developer, Emaar shall extend all cooperation and do all such acts and deeds that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to the Developer as may be reasonably required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby. Emaar agrees to execute, as may be required by the Developer from time to time, all applications, affidavits, plans or other documents, as may be required by the Developer and shall also extend all cooperation and assistance for the development, completion and disposal of the Project.
- 8.3 The Developer has also done its due diligence with regard to the Said Land and after being fully satisfied, the Developer further has agreed to take all necessary action to get the License and develop the Said Land under the existing policy at its own cost and expenses.
- 8.4 It is agreed that in terms of the Applicable Law and the Developer having the marketing rights to make sales/booking etc., the Developer shall be solely responsible for all RERA and the HRERA Rules related compliance including payment of compensation, penalties, etc. qua the Project, Government Authorities as well as buyer(s)/allottee(s).
- 8.5 Emaar agree and covenant that at any time after the Effective Date, and except in accordance with the terms hereof, it 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

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Secretary

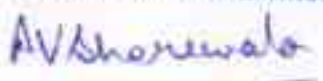
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such person any right, interest, title, claim or Encumbrance in or over or in relation to the joint development rights.

- 8.6 Subject to due compliance of the terms and conditions of this Agreement by the Developer, Emaar shall ensure that during the subsistence of this Agreement, no person, acting under/through it, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the joint development rights by Developer or (ii) whereby the vesting of the joint development rights or the rights of Developer in respect of the Said Land are prejudicially affected. Without limiting the generality of the foregoing, Emaar nor any of its representatives or agents shall interact with, apply to or appear before any concerned Governmental Authority or any third party in respect of the Said Land or the Project except as may be specifically provided herein and where such attendance is required by law.
- 8.7 Subject to due compliance of the terms and conditions of this Agreement by the Developer, the Developer shall be entitled to do all things, deeds and matters pertaining to (i) all of the development activities on and in relation to the Said Land and exercise of the joint development rights, (ii) interactions with any Government Authorities or any other person in respect of any acts, deeds, matters and things which may be done in terms of this Agreement, and (iii) signing all letters, applications, documents, affidavits and such other papers as may be required from time to time and shall at all times keep the Landowner and Emaar indemnified and harmless in this regard.
- 8.8 The Developer shall be responsible for undertaking all such compliances in respect of the Project, as may be required under the Haryana Apartment Ownership Act, the RERA and the HRERA Rules including formation of association of apartment owners, signing and registration of deed of declaration, signing and registration of Sale deeds, etc.
- 8.9 In the event the Emaar receive any communication, correspondence, notice, demand etc. of any nature whatsoever from any Government Authority, that may directly or indirectly be related to the Said Land or the Project, it shall within Seven (7) working days of receipt of the said communication, correspondence, notice, demand, share it with the Developer.
- 8.10 The Developer and Emaar undertakes and confirms that any bankruptcy, liquidation, and/or insolvency proceedings or event leading to the same shall in no manner effect the rights and entitlements of the other Parties to this Agreement.
- 8.11 The Developer and Emaar undertakes that in event of bankruptcy, liquidation, and/or insolvency proceedings of the Party 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.


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ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 The Developer and Emaar hereby mutually represents, warrants and undertakes that:

9.1.1 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(ies), and consents, contemplated hereunder or pursuant hereto (the "**Other Documents**").

9.1.2 The execution and delivery of this Agreement and Other Documents and the performance of the transaction contemplated herein and under Other Documents has been duly authorised 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.

9.1.3 The Developer and Emaar represents 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. The Developer and Emaar represents 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 Seven (7) days of obtaining such knowledge. Further, the Developer and Emaar represents that it shall do all such acts as are necessary to avoid bankruptcy, liquidation, and/or winding up.

9.1.4 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 Project and shall survive thereafter.

9.2 **Emaar represents and warrants to Developer that:**

9.2.1 The execution and performance of this Agreement, Power of Attorney(ies) and Other Documents shall not violate, conflict with or result in a breach of or default under Applicable Law or any of the constitutional documents of Emaar or any term / condition of any Applicable Law.

9.2.2 All available information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer.


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- 9.2.3 Emaar has not executed any power of attorney(s) or any other document / contract / agreement (other than those that are specifically mentioned in this Agreement) or any other authority, oral or otherwise empowering any third person(s) to deal with Said Land or any part thereof, for any purpose.

9.3 The Developer represents and warrants to Landowner and Emaar:

- 9.3.1 There are no prohibitions against the Developer from entering into this Agreement as recorded herein under any act or law for the time being in force;
- 9.3.2 The Developer agrees and undertakes that the Developer shall not change/ amend/ alter its present constitution or share capital without prior written consent / permission of Emaar and the Landowner, provided that the Developer shall not require any prior written consent of Emaar and the Landowner for diluting its shareholding up to 49% of its existing share capital.
- 9.3.3 It is duly organized validly existing and in good standing, and has all necessary corporate power and authority, and all authorizations, approvals, and permits, and has full power and authority to execute and deliver this Agreement and to consummate development of the Project as contemplated by this Agreement;
- 9.3.4 The execution and performance of this Agreement will not violate, conflict with, or result in a breach of or default under the Applicable Law or any of its constitutional documents;
- 9.3.5 The Developer shall be responsible for its obligations and shall discharge the same diligently and in a timely manner;
- 9.3.6 The Developer shall perform its obligations in a timely and orderly manner in accordance with the terms of this Agreement and shall ensure compliance with all Applicable Laws and regulations including the RERA, the HRERA Rules and Affordable Housing Policy, 2013 in the performance of its obligations under this Agreement and thereafter.
- 9.3.7 The Developer is not insolvent or unable to pay its debts nor has it received any notice nor 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, Government Authority or similar body, or by any creditor or by the entity itself nor has any such order or relief been granted or appointment made.
- 9.3.8 It is hereby agreed that Developer shall be solely responsible and liable for all claims, actions, litigations and liabilities (including any financial assistance from any bank/financial institutions/ NBFCs etc.) of any kind arising on or with respect to the Project post the execution of this Agreement. It is hereby agreed that the

Emaar India Limited

Boxacres Developers Private Limited

Arshaneh

Authorised Signatory

For Emaar India Limited

Director/ Auth. Sign.

operation of this clause shall survive the termination of this Agreement.

- 9.3.9 The Developer has taken all approvals to take decisions and undertake the business as contemplated herein this Agreement. In the event of any failure on part of the Developer to perform its obligations under this Agreement including but not limited to making payment of the IFRSD to Emaar, the Developer agrees and undertakes to be liable for any consequences that may arise in terms of Article 10 of this Agreement.
- 9.4 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.
- 9.5 The Developer and Emaar 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 the Developer and Emaar, to become untrue or inaccurate or misleading, at any point of time.
- 9.6 For the avoidance of doubt, the representations and warranties mentioned in Article 9 shall continue to be in force and effect till the completion of the Project and shall survive thereafter.

ARTICLE 10 EVENTS OF DEFAULT AND CONSEQUENCES

10.1 Developers Default:

The Developer shall be considered to be in default in case of:

- i) Failure or delay in payment of IFRSD / Minimum Guarantee as set out in Article 5 and Article 6 of this Agreement.
 - ii) Failure or delay to fulfill the obligation as set out herein this Agreement including but not limited to payment of IFRSD as set out in Article 6 above;
- 10.2 Upon occurrence of the event of default as stated in Article 10.1, the Developer shall pay to Emaar the amounts in arrears along with interest calculated at the rate of 12% per annum from the date Emaar's Entitlement/IFRSD is due and payable till the actual date of realisation and/or take all steps for making the payment so defaulted. In case of any other defaults other than the non-payment of Emaar's Entitlement/IFRSD, the Developer shall be entitled to a cure period of Thirty (30) days and the Developer shall rectify and cure the default within the said period of Thirty (30) days.
- 10.3 Prior to receipt of the License, in case the Developer (a) fails to pay to Emaar the amount in arrears along with interest calculated at the rate of 12% per annum as

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Boxacres Developers Private Limited

AVShorewala

Authorised Signatory

provided above in Article 10.3 and/or (b) fails to rectify and cure the default within the said cure period; then after a written notice for termination of Thirty (30) days; Emaar shall be entitled to forfeit all the sums paid by the Developer and terminate this Agreement without any demur, reservation, contest, protest or without any reference to the Developer. Upon such forfeiture and termination of this Agreement, as contemplated under herein, Emaar shall thereafter be entitled to deal with the Said Land in such manner as Emaar may, in its sole discretion, deem fit and neither Party shall have any claim and/ or demand of any nature whatsoever against the other Party and/or under this Agreement. The Developer shall be bound by such termination and consequent forfeiture. The Parties agree that this clause shall survive expiry of this Agreement.

- 10.4 Pursuant to receipt of License and upon occurrence of the event of default as stated in Article 10.1, in case the Developer fails to pay to Emaar the amounts in arrears along with interest calculated at the rate of 12% per annum as provided in Article 10.3 and/or rectify and cure the default within the said cure period; then after a written notice of Thirty (30) days, Emaar shall have the right to enforce the lien on the Saleable Area of the Project of the Developer. This shall be without prejudice to the other rights and remedies as available to Emaar and/or Landowner either in law, equity or otherwise.
- 10.5 Notwithstanding anything contained in the Article 6.3 above, the Parties agree that in the event the Developer fails to remit the amount as set out in Article 6.1 (ii) before grant of License by DTCP, Haryana and/or fails to obtain the License on or before 20th December 2021, then this Agreement shall automatically stand terminated without any reference to the Developer and the amount paid as Security Deposit shall stand forfeited by Emaar. The Developer shall not be left with any right to make any claim or raise any dispute or initiate any legal proceedings for recovery of the amount forfeited or performance of the obligations on part of Emaar or Land-Owner or otherwise and shall have any cause of action left with it. Emaar and /Land-Owner shall be entitled to deal with the Said Land in any manner whatsoever, as if no right in favour of the Developer was ever vested/ granted. Further, the Developer agrees and undertakes to sign all documents including but not limited to Cancellation Deed in respect of cancellation of this Agreement and all other documents, SPA, etc. that may be executed by Emaar and /or Land Owner, as and when required by Emaar and Land Owner.
- 10.6 The Developer is conscious of the current global pandemic-COVID 19 situation and has chosen to proceed with the transaction contemplated herein for the successful completion of the Project. Notwithstanding the ongoing situation including the subsequent economic downturn arising therefrom and notwithstanding the Force Majeure reasons available to the Developer, it is specifically agreed between the Parties that for the purposes of making the payment of IFRSD, the Developer agrees to perform its obligations contemplated herein. The said ongoing situation shall not be available to the Developer as an excuse for delay in performing its obligation including but not limited to payment of IFRSD.

Emaar India Limited


Boxacres Developers Private Limited
AV Shrivastava
Authorised Signatory

For Emaar India Limited


10.7 Emaar's Default:

Anytime till the grant of License on the Said Land, in the event there is any defect in the rights of Emaar in respect of the Said Land due to which the Developer is unable to obtain the License then, the Developer shall be entitled, by a notice in writing, to call upon Emaar to remedy such breach within a period of Thirty (30) days from the date of receipt of such notice by Emaar.

10.8 In the event Emaar fails to remedy such breach within the aforesaid period of Thirty (30) days, unless due to the action or inaction of the competent authorities and/or legal forums additional time is required, the Developer would have the option (but not be obligated), to terminate this Agreement, by serving a Thirty (30) day termination notice in writing to that effect to Emaar.

10.9 In the event of termination on account of the provisions stated in Article 10.7, Emaar shall, within Thirty (30) days from the date of the notice of termination stated in the termination notice by the Developer as provided under Article 10.7 above, refund all monies paid by the Developer to Emaar without any interest, penalty, damages, etc. thereon as a full and final settlement of all dues.

10.10 Upon such refund and termination of this Agreement, as contemplated under herein, Emaar shall thereafter be entitled to deal with the development rights in respect of the Said Land in such manner as Emaar may, in its sole discretion, deem fit and the Developer shall not have any claim and/ or demand of any nature whatsoever against Emaar, other Party and/ or under this Agreement. The Parties agree that this clause shall survive expiry of this Agreement.

10.11 That the 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.

**ARTICLE 11
INDEMNITY**

11.1 **Developer's Indemnity:** The Developer shall keep indemnified, defend and hold harmless the Landowner/ Emaar and its directors, officers, employees and agents against any and all losses, expenses, claims, costs, charges, damages, fines, penalties, legal costs, etc. suffered, arising out of, or which may arise in connection with this Agreement and more specifically suffered by Emaar and the Landowner on account of the following:

- (i) Non receipt of the sums as agreed at Article 4, Article 5 and Article 6 of this Agreement.
- (ii) Any legal proceedings, complaints, litigations, matters where Emaar and/or Landowner are made party and are liable to pay any fee, charges, penalties, costs, damages, charges, claims, expenses, levies, etc. which have occurred due to the acts of omission and commission of the Developer.
- (iii) Due to non-compliance of any condition laid down at the time of grant of any approval, license, sanction, NOC, or non-compliance of any applicable laws.

Emaar India Limited Boxacres Developers Private Limited



AV Sharma
Authorised Signatory

For Emaar



rules, bye-laws, Building Code, order of any tribunal, authority, court or any quasi-judicial authority, etc.

- 11.2 **Emaar's Indemnity:** Emaar shall keep indemnified, defend and hold harmless at all times the Developer and its directors, officers, employees and agents from and against any or all losses, expenses, claims, costs, damages suffered, arising out of, or which may arise on account of any defect in the rights and interest of Emaar in respect of the Said Land. Notwithstanding anything contained herein, (i) the aggregate liability of Emaar and the Landowner under this Agreement and under this Article 11 shall not in any event exceed an aggregate amount of the Minimum Guarantee/Emaar's Entitlement (ii) Emaar and the Landowner shall not be liable to indemnify the Developer for any claims under this Agreement (including under this Article 11) after the receipt of the License all indemnity obligations of Emaar and the Landowner shall fall away after such time.
- 11.3 It is agreed and understood that for all purposes, the Developer shall be primary promoter of the Project, in terms of the definition of RERA and HRERA Rules. Further, the Developer undertakes to indemnify and keep fully indemnified Emaar and /or Landowner from and against any losses damage, costs or expenses which may be suffered or incurred by Emaar/ Landowner as a result of any misconduct, misrepresentation, neglect, default or breach of the RERA and HRERA Rules, by the Developer including but not limited to their Directors and/or its employees. It is clarified that in the event the Landowner/ Emaar is/are confronted with a claim, demand, charges, fines, penalties, costs, etc., of any nature, on account of such breach of the RERA or HRERA Rules or any other law in force, the Developer shall forthwith make good the loss (including costs, damages, penalties, interest, expenses, etc. as may be demanded by the Landowner/ Emaar) to the Landowner/ Emaar such sums so as to enable the Landowner/ Emaar to meet the said claim including any reasonable legal fees that the Landowner/ Emaar may incur in defending the said claim.

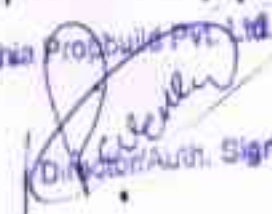
ARTICLE 12 GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1 This Agreement shall be governed by, and construed in accordance with, laws of India.
- 12.2 In the 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 the disputing Parties.
- 12.3 If the 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


Emaar India Limited

Boxacres Developers Private Limited

AV Shorewala
Authorised Signatory

For Forsythia Propbuild Pvt. Ltd.

Director/Auth. Sign.

through arbitration in accordance with the Arbitration and Conciliation Act, 1996 as in force on the date hereof or any subsequent amendment thereof.

- 12.4 The venue of arbitration shall be at Gurugram, Haryana and the language of the arbitration proceedings shall be English.
- 12.5 The arbitral tribunal shall be presided by a Sole Arbitrator appointed by the Jurisdictional Court.
- 12.6 Each disputing Party shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced under this Agreement.
- 12.7 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.
- 12.8 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.
- 12.9 Any decision of the arbitral tribunal shall be final and binding on the Parties.
- 12.10 The courts at Gurugram and High Court at Chandigarh alone shall have jurisdiction in respect of the present Agreement.

ARTICLE 13 NOTICES

- 13.1 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 the Landowner

Address: 306-308, Square One, C-2, District Centre, Saket New Delhi 110017

Telephone No: 9810293202

Attn: Company Secretary

E-mail: bharat.garg@emaar-india.com

Emaar India Limited
Authorized Signatory

Avacres Developers Private Limited
AV Shorewala
Authorized Signatory

For Forsythe Process Pvt. Ltd.
Authorized Sign.

(b) **If to Emaar**

Address: 306-308, Square One, C-2, District Centre, Saket New Delhi 110017

Corporate Office: Emaar Business Park, MG Road, Sikanderpur, Sector 28 Gurugram, 122002, Haryana

Telephone No: 0124-4421155
Attn: Mr. Mohit Agarwal
E-mail: mohit.agarwal@emaar-india.com

(c) **If to Developer**

Address: House no -A-12/1 IVth Floor Paras Apartment Near Gokul Park Sector-10 Delhi -110075

Telephone No: +91 7003264762
Attn: Mr. Aditya Vikram Shorewala
E-mail: baxacredeveloperspl@gmail.com

**ARTICLE 14
CONFIDENTIALITY**

14.1 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. The 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

Emaar India Limited

Authorized Signatory

Baxacres Developers Private Limited
AV Shorewala
Authorized Signatory

For Emaar India Private Limited

Authorized Signatory

- 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 Laws, including but not limited to the listing regulations of Stock 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.

ARTICLE 15 GENERAL

a. 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.

b. Variation

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

c. Supersede

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

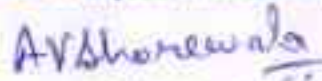
d. Waiver

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.

e. 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. The Developer shall not be entitled to assign the joint development rights to any third party without obtaining prior written consent from Emaar which shall not be withheld unreasonably.


Emaar India Limited
Authorized Signatory

Boxacres Developers Private Limited

Authorized Signatory

For Emaar

Authorized Signatory

f. Further Acts

The Developer and Emaar 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 Government Authority are required for any of the arrangements under this Agreement to be effected, the Developer and Emaar will use all reasonable endeavors to obtain such approvals.

g. 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.

h. 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.

i. Survival

(a) The provisions of this Article 4 (Emaar's Entitlement), Article 5 (Minimum Guarantee), Article 6 (Security Deposit), Article 7 (Mortgage), Article 9 (Representations and Warranties), Article 10 (Events of Default and Consequences), Article 11 (Indemnity), Article 12 (Governing Law and Dispute Resolution), Article 13 (Notice), and Article 14 (Confidentiality) and such other paras containing survival clause, shall survive the termination of this Agreement.

(b) Any termination as mentioned above shall not affect the accrued rights of the Parties hereunder.

j. Specific Performance of Obligations

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

Emaar India Limited



Authorized Signatory

Boxacres Developers Private Limited

AV Shorewala

Authorized Signatory



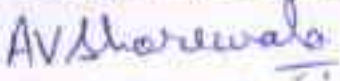
notwithstanding the above rights, also be entitled to the right to any remedies at law or in equity, including the recovery of damages from the defaulting party.

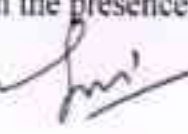
k. Stamp Duty and Registration

The stamp duty and registration fee, if any, 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 the Developer, shall be borne and paid by the Developer.

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

For Forsythia Propbuild Private Limited  For Forsythia Propbuild Pvt. Ltd. Director/Auth. Sign. Name: Parveen Authorised Signatory	For Emaar India Limited (Formerly known as Emaar MGF Land Limited)  Emaar India Limited Name: Mohit Agarwal Authorised Signatory
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For Boxacres Developers Private Limited (Developer) Boxacres Developers Private Limited  AV Shorewala Name: Aditya Vikram Shorewala Authorised Signatory
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In the presence of:  ASHOK KUMAR SHARMA Advocate DISTT. COURTS, SURUGRAM REG. No. 3403 By: Name: Address:	In the presence of:  By: Name: Sanjay Shukla Address: # 19 Mayapuri
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Schedule-I
Description of the Said Land

Village	Reference Code	Rectangle No.	Revenue No.	Revenue extn. No.	Kana l	Marla	Present Company	Area in Acres
Naurangpur	Sector-79	51	17	3	1	5	Forsythia Propbuild Private Ltd.	0.1563
Naurangpur	Sector-79	51	17	2min	1	15	Forsythia Propbuild Private Ltd.	0.2188
Naurangpur	Sector-79	51	24	2	5	8	Forsythia Propbuild Private Ltd.	0.6750
Naurangpur	Sector-79	51	25	1	1	8	Forsythia Propbuild Private Ltd.	0.1750
Naurangpur	Sector-79	54	1	1	3	16	Forsythia Propbuild Private Ltd.	0.4750
Naurangpur	Sector-79	55	4	2	5	8	Forsythia Propbuild Private Ltd.	0.6750
Naurangpur	Sector-79	55	5	0	8	0	Forsythia Propbuild Private Ltd.	1.0000
								3.3750

Boxacres Developers Private Limited

AV Shrivastava
Authorised Signatory

For Forsythia Propbuild Private Ltd.
P. Chandra
Authorised Sign.

Emas Limited

Authorised Signatory

Annexure-I

Tentative Plan of Said Land

Map of Subject Land Parcel - 3.3750 acres in Sector 79, Gurugram.



Ernst & Young Limited

[Signature]

Boxacres Developers Private Limited
AV Shrivastava
Authorised Signatory

Annexure-II

Agreed Form of the Power of Attorney

DRAFT POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE FOLLOWING:

FORSYTHIA PROPBUILD PRIVATE LIMITED (CIN.: U45200DL2007PTC157785, PAN.: [AABCF0500A]), 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, C-2, District Centre, Saket, New Delhi-110017, acting through its authorised signatory _____ (Aadhaar No. 5052 0924 4157) duly authorised vide Board Resolution dated _____ (hereinafter referred to as the "**Landowner**"); which term and expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns);

AND

EMAAR INDIA LIMITED (Formerly known as EMAAR MGF LAND LIMITED) (CIN No. U45201DL2005PLC133161, PAN No. 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, New Delhi 110017, acting through its duly Authorized Signatory _____ authorized vide Board Resolution, dated _____ (hereinafter referred to as the "**Emaar**", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, and assigns)

The Landowner and Emaar are hereinafter collectively referred to as the "**Executants**".

WHEREAS:

- (A) The Landowner and Emaar desires to develop land of 3.3750 acres (1.3658 hectare) or thereabout of land falling in revenue estate of Village Naurangpur, Sector 79, Gurugram, Haryana, and as more particularly described in **Schedule-I** hereto (the "**Said Land**").
- (B) The Landowner had earlier granted development rights on the Said Land to Emaar through Collaboration Agreement dated 20th January 2007, as amended from time to time executed by and between the Landowner and Emaar (hereinafter collectively referred to as the "**Definitive Agreements**").
- (C) The Landowner and Emaar herein have now executed a Joint Development Agreement dated [•] (the "**Joint Development Agreement**") with Boxacres Developers Private Limited, CIN: U70200DL2020PTC369545, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at A-12/1, IVth Floor, Paras Apartment, Near Gokul Park, Sector - 10, Delhi 110075 (the "**Developer**") for development of the Said Land on the terms and conditions as set out therein.

Emaar India Limited

Boxacres Developers Private Limited

For Forsythia

AV Shrivastava

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Authorised Signatory

For Emaar

- (D) In terms of the Joint Development Agreement, the Developer has obtained the Letter of Intent dated [•] and the License dated [•] for development of the Said Land along with _____ under [•].
- (E) In terms of the aforesaid Joint Development Agreement, the Executants have agreed to execute and register Power of Attorney in favour of the Attorney (*as defined hereinafter*).

NOW BY THIS POWER OF ATTORNEY THE EXECUTANTS HEREBY irrevocably nominate, constitute and appoint Boxacres Developers Private Limited, CIN: U70200DL2020PTC369545, PAN: AAJCB2583R) a company incorporated under the provisions of the Indian Companies Act, 2013, having its registered office A-12/1, IVth Floor, Paras Apartment, Near Gokul Park, Sector - 10, Delhi 110075, acting through its authorized signatory Mr. _____ (Aadhar No. _____) duly authorized vide Board Resolution dated [•], as its true and lawful constituted Attorney to jointly / severally do the following, acts, deeds and things for us and on our behalf and in our name in connection with:

1. To sign and apply and follow-up with the various departments of the Government of Haryana under the Haryana Urban Development laws and/or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA') and other regulatory authorities / competent authorities / statutory authorities / government authorities with regard to the matters relating to grant of permissions/sanctions under the Haryana Development & Regulation of Urban Areas Act, 1975/Real Estate (Regulation and Development) Act, 2016 for and in respect of the Said Land, the sanctions and approvals of layout plan, building plans, zoning plans, Occupation/completion certificates, etc., as required under the law for the development, construction and completion of residential colony / Project on the Said Land and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Executants, as required from time to time in connection therewith.
2. To make, sign, execute, present and submit any applications, plans, documents, affidavits, undertakings, etc. in the office of Government authorities / revenue authorities / departments, etc. and in particular for the purpose of obtaining any permissions, sanctions, consent, no objection, approval, etc. that may be required for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land.
3. To make, sign, execute, present and submit challans for depositing license fees, external development charges, internal development charges, infrastructure augmentation charges, scrutiny fees and all other fees and charges payable to DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP');

Boxacres Developers Private Limited

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AV Shrivastava
Authorised Signatory

(Signature)

Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA') and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land and receive refunds.

To appear before and represent and make submissions to DGTCP, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA'), Haryana Real Estate Regulatory Authority for Gurugram ('HRERA'), State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes, intent or powers mentioned in this presents and to make, sign and submit any application, reply, affidavit, undertaking, agreement, guarantee, compromise, representation, petition, withdrawal, etc.

4. To access the said Land for the purpose of surveying the same, doing soil investigation and have the rights to prepare layout plans, building plans, preparing and making applications for grant of License and Approvals, and other approvals, permissions, sanctions, registrations etc., renewals, extensions thereof from Government Authority, as per Applicable Laws for and in relation to the Said Land and the development of the Project to be undertaken thereon.
5. To sign, verify, file, submit, furnish all applications, documents, etc. before various authorities in Gurugram and Chandigarh, such as Land Acquisition Department, Real Estate Regulatory Authority, Haryana, State Industrial and Infrastructure Development Corporation of India Ltd., Haryana Shehri Vikas Pradikaran ('HSVP'), Director, Town and Country Planning, Haryana, Chandigarh, Secretary Revenue, Secretary Finance National Highway Authority of India (NHAI), Income-tax Department, Pollution Department, Environment Department, Mines and Geology Department, Airport Authority of India, Municipal Corporation, Gurugram, Urban Local Bodies Department, Revenue Authorities/Department, Public Health Department, Fire Department and all other departments and authorities of the Government wherein applications, undertakings, declarations, etc., or any other document may be required to be filed in connection with the release of the Said Land/or any part or portion thereof from acquisition proceedings and matters related thereto and/or sanction / implementation of the Project.
6. To apply for and obtain licenses, permissions, NOC from the concerned authorities including DTCP, Chandigarh, HSVP (HUDA), Haryana State Industrial and

Emar Properties Limited
Authorized Signatory

Boxacres Developers Private Limited
AV Sharma
Authorised Signatory

For Review

Infrastructure Development Corporation of India Ltd., NHAI, and/or any other concerned authorities under Local / State / Central Government including developing of the Said Land for residential colony/affordable group housing / plotted colony under the provisions of Haryana Development and Regulation of Urban Areas Act, 1975, Real Estate (Regulation and Development) Act, 2016 or any other applicable laws, rules etc. and for that purpose to sign , file all necessary application, undertaking, agreement, affidavit, bank guarantee, indemnity bond and/or all other papers and documents as may be required from time to time by the concerned authorities.

7. To carry out and undertake all filings and compliances under RERA with regard to the Project, and/or to apply, represent, appear, before Haryana Real Estate Regulatory Authority for Gurugram, Haryana Real Estate Appellate Authority in connection with all matters pertaining to the Said Land and conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land including payment of compensation/refund to customers and all other matter connected therewith.
8. To sign, file, submit and obtain lay out plan, building plan, services plan, revised / modified building plan and services plan before DGTCP, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA'), Haryana Real Estate Regulatory Authority for Gurugram ('HRERA') State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time.
9. To apply for and obtaining requisite permissions, approvals, NOC from the concerned authorities such as Town and Country Planning Department, HSVP, Fire Department, PWD, HSIDC Ltd., Licensing Authorities, Municipal Authorities and /or authorities in charge of sewer, water, electricity, highways or any other concerned authorities connected with sanction of building plan under the State Government as well as Central Government as well as DGTCP, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA'), Haryana Real Estate Regulatory Authority for Gurugram ('HRERA'), State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in

Enclave India Limited

Joxacres Developers Private Limited

AV Shrivastava

Authorised Signatory

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connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required for these authorities from time to time.

10. To enter upon the Said Land and to take physical possession of the Said Land.
11. To commence, carry on and complete and/or cause to be commenced, carried out and completed the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land on the part or whole of the Said Land in accordance with the license and/or sanctioned building plans and specification and apply and obtain from the competent authorities the Completion/ Occupation Certificate of the Project on the Said Land.
12. To enter into Buyers/Allotment Agreement(s) i.e., Agreement(s) for sale of Saleable Area developed on the Said Land as per the terms of the Agreement for apartments / units constructed or to be constructed on the Said Land as per Applicable Laws.
13. To receive sale price / lease/license money payable by the allottee(s) / purchaser (s) / lessees /licensee(s) of apartments/ residential plots as per Applicable Laws.
14. To receive sale price / lease/license money payable by the allottee(s) / purchaser (s) / lessees /licensee(s) of shops/ units/ commercial plots as per Applicable Laws.
15. To execute and get registered by appearing before Sub Registrar sale deeds, conveyance deed, lease deeds, gift deeds, license deeds, relinquishment deeds / rectification deed(s), Award of Arbitrator, etc. or any other document which the attorney deems expedient and necessary in his wisdom with respect to the Saleable Area.
16. To give symbolic/formal/actual physical possession of the shops/ units/ commercial plots purchased by buyers or obtained on lease by the lessees by handing over vacant possession of such property subsequent to execution of sale deed(s) / lease deeds or on such other terms as may be agreed by the Developer.
17. To give symbolic/formal/actual physical possession of the residential apartment / plots purchased by buyers or obtained on lease by the lessees by handing over vacant possession of such property subsequent to execution of sale deed(s) / lease deed(s) or on such other terms as may be agreed by the Developer.
18. To bear and pay stamp duty and registration charges in respect of the said documents or any part thereof as per the agreement in between the unit buyer and the Developer / Builder(s).

19. To apply and obtain GST/income- tax clearance for sale of units/plots, if required.

Emar India Limited

Boxacres Developers Private Limited

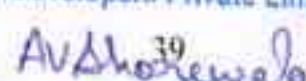
AV Shrivastava
38
Authorised Signatory

Patel

20. Subject to receipt of the Security Deposit as set out in the Joint Development Agreement, to lease any part / whole of the shops/ units/ commercial plots, deliver possession on payment of rent or license or otherwise and to ask, receive and recover from all tenants and other occupants all rents, arrears of rents, license money, compensation for use and occupation, profits and all other money outstanding and payable or at any time hereinafter to become outstanding and payable in respect of the said property for occupying the same or otherwise in any manner whatsoever.
21. To lease any part / whole of the residential apartment / plots, deliver possession on payment of rent or license or otherwise and to ask, receive and recover from all tenants and other occupants all rents, arrears of rents, license money, compensation for use and occupation, profits and all other money outstanding and payable or at any time hereinafter to become outstanding and payable in respect of the said property for occupying the same or otherwise in any manner whatsoever.
22. On non-payment of any sum as aforesaid to take proceedings to secure ejectment and to recover possession according to law.
23. To give notice through a lawyer or personally to make payment of rent or compensation or moneys payable by such tenants or other occupants and also to give up the premises and vacate the same.
24. To pass valid receipts in proper form for all moneys received or recovered from any tenants of the said properties as rent/ compensation or otherwise.
25. To promote and register the condominium or society or association of apartment buyers or organization of such prospective purchasers, if any, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Executants before all concerned authorities.
26. To pay and allow all taxes, assessment charges, deduction, expenses and all other payment and outgoing whatsoever due and payable, to become due and payable to the authorities concerned for or on account of the Said Land and the Project / properties developed on the Said Land.
27. Subject to receipt of the Security Deposit as set out in the Joint Development Agreement, to create, modify and satisfy the mortgage, charges, lien, etc., over the Said Land and/or the joint development rights and/or the receivables arising out of the Project.
28. To enter into, make, sign, and do all such contracts, agreements, deeds, assurances, instruments and things as may in the opinion of the Attorney be necessary or convenient or expedient for carrying out the purposes mentioned herein.
29. To file / defend any suit, proceedings, civil, revenue, or criminal before any court/officer/authority/Arbitrator at its own cost and expenses. The attorney shall be entitled to prosecute / defend any such action in the original stage or in appeal, revision


Authorized Signatory

Boxacres Developers Private Limited


AV Shrivastava
Authorized Signatory


For Forsythia Private Build Pvt. Ltd.
Director/Auth. Sign.

etc. up to the highest court or tribunal. The Attorney is entitled to engage counsel, to produce evidence, to give statement, to deposit or withdraw any amount in respect of the Said Land, to compromise any matter /proceedings, to suffer any decree, to execute a decree, to obtain possession, appoint arbitrator or commission. The Attorney shall be entitled to exercise the power to institute and defend litigation in respect of Said Land subject matter of Joint Development Agreement. The Attorney shall be competent to enter into any settlement pertaining to the Said Land or property in question.

30. To execute, sign and present and/or defend any type of suits, writs, complaints, petitions, revisions, written statements, appeals, applications, affidavits etc. in law courts i.e., Civil, Criminal or Revenue and/or Tribunal and to proceed in all proceedings before arbitrator or any other authority in our name and on our behalf in matters only concerning with the Said Land and / or Project on the Said Land or any matter incidental thereto, at its own cost and expenses.
31. To pay and allow all taxes assessment charges, deduction, expenses and all other payment and outgoing whatsoever due and payable, to become due and payable for or on account of the Said Land or property developed on the Said Land to the authorities concerned.
32. The Attorney shall exercise powers and execute documents by virtue of this Power of Attorney in accordance with the terms and conditions contained in the Joint Development Agreement and the Attorney shall be entitled to generally do all such acts, deeds and things as the Attorney deems fit and proper and which are necessary and incidental for achieving the objectives of Joint Development Agreement. This Power of Attorney shall co-exist and shall be co-terminus with the termination of the Joint Development Agreement and shall not be revoked during the subsistence of the Joint Development Agreement in accordance with the terms and conditions thereof as agreed to between the Parties thereto.

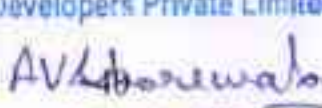
AND GENERALLY to do and perform all acts, deeds, matters and things as may be necessary/ deemed fit and proper by the said Attorney for carrying out all or any matter for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the Project over the Said Land as per the terms of the said the Joint Development Agreement.

That said attorneys may delegate all or any of the aforesaid powers to any of its employee/s/ representatives with all or any of the said powers, and to cancel, withdraw and/or revoke the powers conferred upon such attorney.

All the acts, deeds and things lawfully done or caused to be done by the Attorney(s) aforesaid as set out hereinabove, shall be deemed to have been done for and on behalf of the Executants and shall have the same effect as though the same have been done by the Executants and we do hereby state that all such acts, deeds and things done lawfully shall be ratified by the Executants. Executants shall not be liable for the illegal acts, deeds, things of the said Attorney.

This Power of Attorney shall co-exist and shall be co-terminus with the Joint Development Agreement.


Small India Limited
Authorized Signatory


Joxacres Developers Private Limited
Authorized Signatory

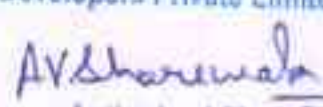

Forster
Authorized Signatory

IN WITNESS WHEREOF, the Executants, have executed this Power of Attorney at Gurugram, Haryana on the [•] day of [•] 2021, in presence of witnesses.

EXECUTANTS		ACCEPTED BY	
For	FORSYTHIA PROPBUILD PRIVATE LIMITED	For	BOXACRES DEVELOPERS PRIVATE LIMITED
Name: Authorised Signatory		Mr. _____ (Director)	
For EMAAR INDIA LIMITED (FORMERLY KNOWN AS EMAAR MGF LAND LIMITED)			
Name: Authorised Signatory			
Witness:			
1.			
2.			

Emaar India Limited

 Authorised Signatory

Boxacres Developers Private Limited

 AV. Sharmah
 Authorised Signatory

For Forsythia Propbuild Private Ltd.

 Authorised Signatory

EMAAR

INDIA

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON FEBRUARY 18, 2020

"RESOLVED THAT in supersession of earlier resolutions passed by the Board of Directors, consent of the Board of Directors of the Company be and is hereby accorded to sign and execute agreements / deeds, including Agreement(s), Collaboration Agreement(s), Development Agreement(s), Joint Development Agreement(s), MOU(s) with various parties, for construction & development of land parcels/projects.

RESOLVED FURTHER THAT the Chief Executive Officer, Chief Financial Officer Mr. Gagandeep Arora, Vice President – Business Development or Mr. Mohit Agarwal, Vice President – Business Development of the Company ("Authorised Signatories"), be and are hereby severally authorized for and behalf of the Company to sign, execute, amend the said agreements and such other documents, papers and deeds as may be required to give effect to the agreements.

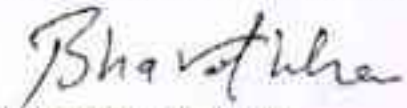
RESOLVED FURTHER THAT any of the aforesaid officers of the Company be and are hereby severally authorized, for and on behalf of the Company to sub-delegate the powers and authority provided herein, in writing, to any other person, to do such acts, deeds and things as may be expressly sub-delegated in the best interest of the Company.

RESOLVED FURTHER THAT the following persons or such other person (as may be authorized by any of the aforesaid Authorised Signatories), be and hereby severally authorized for and on behalf of the Company to appear before the concerned Registrar or Sub-Registrar, as the case may be, to present the agreements so signed alongwith the necessary documents for registration before the Registrar or Sub-Registrar and to admit execution of the aforesaid agreements and in the process, sign, execute, certify, modify, submit, resubmit such other documents and papers as may be deemed necessary and to do such other acts, deeds and things as may be deemed required :

1. Mr. Ketan Luthra S/o. Sh. Gurbachan Luthra
2. Mr. Aakil Ali S/o. Sh. Azeem Khan
3. Mr. Pratap S/o. Sh. Prabhu Dayal
4. Mr. Mukesh Kumar S/o. Sh. Bishambher Dayal
5. Mr. Sonu Kumar S/o. Sh. Birma
6. Mr. Bharat Singh S/o. Sh. Baladdin
7. Mr. Ranjeet Kumar S/o. Sh. Pyare Lal
8. Mr. Parveen S/o. Sh. Ashok Kumar
9. Mr. Rohit Tanwar S/o. Sh. Amar Singh Tanwar
10. Mr. Neeraj S/o. Sh. Hawa Singh
11. Mr. Mohd. Zain Shamsi S/o Sh. Gulzar Ahmad Shamsi

RESOLVED FURTHER THAT the copy of this resolution may be provided to such authorities as deemed necessary."

**CERTIFIED TRUE COPY
FOR Emaar MGF Land Limited**


Bharat Bhushan Garg
Company Secretary




Emaar MGF Land Limited

EMAAR MGF LAND LIMITED
EMAAR BUSINESS PARK, 8/6 ROAD, GANDERPUH CHOWK, SECTOR 28, GULMUGRAM 122 002, HARYANA

TEL: +91 174 402 1155 | FAX: +91 124 479 3401

REGISTERED OFFICE: 306-308, SQUARE ONE, C-2, DISTRICT CENTRE, SARAY, NEW DELHI 110 017, TEL: +91 11 4152 3155, 4948 3100
FAX: +91 11 4152 4010 | CIN: U45201DL2005PLC159161 | EMAIL: ENQUIRIES@EMAAR-INDIA.COM



FORSYTHIA PROPBUILD PRIVATE LIMITED

(Regd. Off.: - 306-308, Square One, C-2, District Centre, Saket, New Delhi-110017)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY IN ITS MEETING HELD ON APRIL 01, 2021

"RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded to enter into a Joint Development Agreement (JDA) with Boxacres Developers Private Limited and Emaar India Limited (formerly known as Emaar MGF Land Limited), in respect of following land admeasuring 3.3750 acres situated in Sector 79, Village Naurangpur, Tehsil Manesar, District Gurgaon, owned by the Company:

Rectangle No.	Revenue No.	Revenue Extn. No.	Kanal	Marla	Area in Acres
51	17	3	1	5	0.1563
51	17	2min	1	15	0.2188
51	24	2	5	8	0.6750
51	25	1	1	8	0.1750
54	1	1	3	16	0.4750
55	4	2	5	8	0.6750
55	5	0	8	0	1.0000
				TOTAL	3.3750

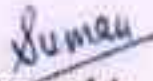
RESOLVED FURTHER THAT Mr. Parveen S/o Mr. Ashok Kumar, be and is hereby authorized and empowered, for and on behalf of the Company, to sign and execute such JDA, Power of Attorney or any other ancillary agreement(s) or documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental in this regard in the best interest of the Company.

RESOLVED FURTHER THAT said Mr. Parveen, be and is hereby authorized and empowered, for and on behalf of the Company, to appear before the concerned Registrar or Sub-Registrar, as the case may be, to present the agreements so signed alongwith the necessary documents for registration before the Registrar or Sub-Registrar and to admit execution of the aforesaid agreements and in the process, sign, execute, certify, modify, submit, resubmit such other documents and papers as may be deemed necessary and to do such other acts, deeds and things as may be deemed required.

RESOLVED FURTHER THAT the copy of this resolution may be provided to such authorities as deemed necessary."

CERTIFIED TO BE TRUE

For Forsythia Propbuild Private Limited


Suman Jain
Director


Emaar India Limited


For Forsythia Propbuild Pvt. Ltd.
Director/Auth. Sign.

BOXACRES DEVELOPERS PRIVATE LIMITED

CIN: U70200DL2020PTC369545

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT MEETING OF THE BOXACRES DEVELOPERS PVT. LTD. HELD ON MONDAY, 12TH APRIL, 2021 AT 11.00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT KHASRA NO.315/2, GROUND FLOOR, ROAD NO. 7, BLOCK F, SHAHBAD DAULATPUR, PRAHLAD VIHAR VILLAGE, NEW DELHI - 110042

*RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded to enter into a Joint Development Agreement (JDA) with Boxacres Developers Private Limited and Emaar India Limited (formerly known as Emaar MGF Land Limited), in respect of following land admeasuring 3.3750 acres situated in Sector 79, Village Naurangpur, Tehsil Manesar, District Gurgaon, owned by Emaar India Limited:

Rectangle No.	Revenue No.	Revenue Extn. No.	Kanal	Marla	Area in Acres
51	17	3	1	5	0.1563
51	17	2min	1	15	0.2188
51	24	2	5	8	0.6750
51	25	1	1	8	0.1750
54	1	1	3	16	0.4750
55	4	2	5	8	0.6750
55	5	0	8	0	1.0000
				TOTAL	3.3750

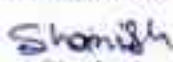
RESOLVED FURTHER THAT Mr. Aditya Vikram Shorewala S/o Mr. Ravi Bhushan Shorewala, be and is hereby authorized and empowered, for and on behalf of the Company, to sign and execute such JDA, Power of Attorney or any other ancillary agreement(s) or documents for and on behalf of the Company and to do all acts, deeds and things as may be necessary and incidental in this regard in the best interest of the Company.

RESOLVED FURTHER THAT said Mr. Aditya Vikram Shorewala, be and is hereby authorized and empowered, for and on behalf of the Company, to appear before the concerned Registrar or Sub-Registrar, as the case may be, to present the agreements so signed alongwith the necessary documents for registration before the Registrar or Sub-Registrar and to admit execution of the aforesaid agreements and in the process, sign, execute, certify, modify, submit, resubmit such other documents and papers as may be deemed necessary and to do such other acts, deeds and things as may be deemed required.

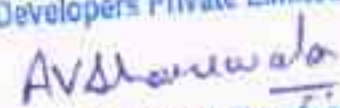
RESOLVED FURTHER THAT the copy of this resolution may be provided to such authorities as deemed necessary."

For and on behalf of Board of Directors
Boxacres Developers Private Limited

Boxacres Developers Private Limited


Shanish Kumar Singh
Director
DIN: 08712081

Director

Boxacres Developers Private Limited

Aditya Vikram Shorewala
Authorised Signatory

Non Judicial

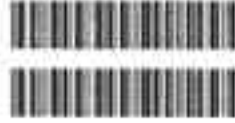


Indian-Non Judicial Stamp Haryana Government



Date: 24/11/2025 03:21 PM

GRN No: 142874064



Stamp Duty Paid: ₹ 100.00

Registration Fees: ₹
100.00

Stamp No. : G0272025J4777

Seller / First Party Detail

Name: Forsythia Propbuild Pvt Ltd
through Laxmi Narayan, Emaar
India Ltd Through Laxmi
Narayan

Address: 303 to 308, Square One
District Centre Saket New D

Mobile: ****9999

Buyer / Second Party Detail

Name: Boxacres Developers Pvt Ltd

Address: A/GF03, GROUND FLOOR,
KHASRA NO. 369 TO 379,
371/1, SULTANPUR, NEW
DELHI

Mobile: ****5192

Purpose: CANCELLATION OF
INSTRUMENT



Government of Haryana / हरियाणा सरकार

Department of Revenue and Disaster Management / राजस्व एवं आपदा प्रबंधन विभाग

Joint/ Sub Registrar Office (संयुक्त/ उप-पंजीयक कार्यालय)

प्रलेख क्र.:150

पंजीकरण दिनांक:24/11/2025 03:21 PM

वसीका संबंधी विवरण (Token: GUR_MAN_NAU_999821123558037)

वसीका का नाम CANCELLATION OF SPA (CANCELLATION OF INSTRUMENT)			
जिला- Gurugram	तहसील/सब-तहसील- Manesar	स्थित- Urban within MC Limit	भौगोलिक स्थिति- Other Areas
नगर निगम - Manesar	गाँव/शहर- Naurangpur(157)	पंचायत - NA	कालोनी - Naurangpur
पता : Naurangpur(157), Manesar, Gurugram			भू-भाग का खण्ड : Naurangpur

धन संबंधी विवरण

लेन-देन राशि- 0.00 रुपये	कलेक्टर दर- रुपये	कुल स्टाम्प शुल्क- 100.00 रुपये
कुल क्रेता- 1	स्टाम्प का मूल्य- 100.00 रुपये	पंजीकरण फीस- 100.00 रुपये
ई-चालान:142874064	पेस्टिंग शुल्क - 3 रुपये	पुरुष क्रेता- 0
महिला क्रेता- 0	भारुपकर्ता - Citizen	विशेष/ सामान्य अधिकर्ता (SPA/ GPA) का नाम -

Authorized Signatory

विलेख तैयार करने वाले का नाम- Sanjeev Kumar

Land Direction Remark : NA

First Party (EXECUTANT) Details (प्रथम पक्ष (पेशकर्ता) विवरण)

Name	Mobile	ID Type	ID Proof	PAN Number	Gender	Address	Attendance Status	Sign
Forsythia Propbuild Pvt Ltd through Laxmi Narayan	****9999	Aadhaar	****	****tv6h	NA	303 to 308, Square One District Centre Saket New D	Present	
Emaar India Ltd Through Laxmi Narayan	****9721	Aadhaar	****	****+u/b	NA	306 to 308 Square One District Centre Saket New De	Present	

Second Party (CLAIMANT) Details (दूसरा पक्ष (दावेदार) का विवरण)

Name	Relation	Relative Name	Mobile	ID Type	ID Proof	PAN Number	Address	Gender	Transfer Hissa(In Maria)	Attendance Status	Sign
Boxacres Developers Pvt Ltd			****5192	NA	****	****	A/GF03, GROUND FLOOR, KHASRA NO. 369 TO 379, 371/1, SULTANPUR, NEW DELHI	NA	0.00	Absent	

General Power of Attorney Details (For Second Party)

Name	Relative Name	Relation	Mobile	ID Proof	Address	Gender	Attendance Status	Sign
Boxacres Developers Pvt Ltd (Authorized To) Vinay Kumar Verma	Ruby Verma	Son (पुत्र)	****5192	906501428207	SID 301, Emaar Palm Drive, Sector 66, South City II Gurgaon	NA	Present	

Witness Details (गवाहों का विवरण)

Name	Relation	Relative Name	Mobile	ID Proof	Gender	Designation	Address	Attendance Status	Sign
KULDEEP	Son (पुत्र)	RAMESH SINGH	****5185	****8049	Male	Govt employee	723, KUNGAR, BHIWANI, HARYANA	Present	

Name	Relation	Relative Name	Mobile	ID Proof	Gender	Designation	Address	Attendance Status	Sign
HARSH KUMAR SHARMA	Son (पुत्र)	KAILASH CHAND SHARMA	****3698	****8447	Male	Other	BHONDSI GURUGRAM	Present	

A legal or commercial agreement between two parties/ दो पक्षों के बीच कानूनी या व्यापारिक अनुबंध:

REVOCATION DEED This Deed of Revocation of Power of Attorney is executed on this 19th day of November 2025 by (i) Forsythia Propbuild Private Limited, 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, C-2, District Centre, Saket, South Delhi, New Delhi - 110 017 (hereinafter referred to as the "Landowner"); and (ii) Emaar India Limited (formerly known as Emaar MGF Land Limited), 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 (hereinafter referred to as the "Company"). The Landowner and the Company are hereinafter collectively referred to as "Executants", which expression shall unless repugnant to the context hereof deemed to mean and include its successors, representatives, nominees and assigns). WHEREAS A. The Landowner are owners of approximately 3.3750 acres (1.3658 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 79, Gurugram, Haryana, India ("Said Land"). B. Vide a Joint Development Agreement dated 19 April 2021 ("JDA"), the Executants appointed Boxacres Developers Private Limited ("Developer") as developer for the joint development of the Said Land with the Developer on the terms and conditions contained and setout therein. C. Pursuant to the JDA, the Executants vide Special Power of Attorney dated 19 April 2021 bearing registration number 11, recorded in book no. 4, Volume no. 8 on Pg. No. 143.75 and additional book 4, Volume no. 26, at Pg. No. 51 to 54, duly registered in the office of Sub Registrar Manesar, Gurugram on 19 April 2021 appointed Mr. Aditya Vikram Shorewala authorised signatory of the Developer as its duly constituted Attorney (hereinafter referred to as the "Attorney"). A copy of the said Power of Attorney is annexed hereto and marked as Annexure 1. D. Now, the Executants and the Developer have mutually decided to cancel/ terminate/ revoke the Power of attorney made in favour of the Attorney by executing this Revocation Deed as hereunder to which the Attorney has agreed and accepted. E. AND WHEREAS the Executants have been assured by the said Attorney that the said Attorney has not created any third party rights or interest whatsoever on the Said Land by virtue of the powers conferred upon them, which may adversely affect the right, title and interest of the Executants in the Said Land. NOW, THEREFORE, THIS DEED OF REVOCATION WITNESSETH AS FOLLOWS: 1. That the Power of Attorney dated 19 April 2021 bearing registration number 11, recorded in book no. 4, Volume no. 8 on Pg. No. 143.75 and additional book 4, Volume no. 26, at Pg. No. 51 to 54, duly registered in the office of Sub Registrar Manesar, Gurugram issued in favour of the Attorney; i.e., Mr. Aditya Vikram Shorewala authorised signatory of the Developer, is hereby revoked, terminated and cancelled for all intent and purposes. 2. All the rights and power granted to the Attorney under the said Power of Attorney shall stand revoked and terminated immediately upon execution of this Deed and the Attorney shall not be authorized and empowered to act on behalf of or represent the Executants in any manner with regard to the Said Land or any matter related thereto. 3. The Attorney agrees, acknowledges and admits that hereinafter it shall not claim any rights, title, lien, interests etc. under the said Power of Attorney or Said Land or any matter incidental or relating thereto. 4. The Attorney agrees, acknowledges and admits that hereinafter the Executants shall have the sole and exclusive rights and authority to deal with the Said Land or any matter incidental or relating thereto. IN WITNESS WHEREOF, I, Laxmi Narayan, Authorised Representative of Forsythia Propbuild Private Limited and Emaar India Limited acting on

  
 Forsythia Propbuild Private Limited
 Boxacres Developers Private Limited
 Authorised Signatory

behalf of the Executants herein have signed this Deed on the day, the month and the year first mentioned above in presence of the witnesses mentioned herein this deed.

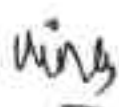
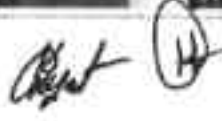
For Foraythia Prop. Dev. Co. P. Ltd.

Director

[Signature]

Boxacres Developers Private Limited
[Signature]
Authorised Signatory



First Party (पेशकर्ता)	Second Party (दावेदार)	Witness (गवाह)
		
 Director/Aut. E		

यह प्रलेख आज दिनांक 24-11-2025 दिन सोमवार समय 03:21:58 PM बजे Forsythia Propbuild Pvt Ltd through Laxmi Narayan, Emaar India Ltd Through Laxmi Narayan निवासी Naurangpur(157) द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिये दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिये दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

उपरोक्त प्रस्तुतकर्ता Forsythia Propbuild Pvt Ltd through Laxmi Narayan, Emaar India Ltd Through Laxmi Narayan, Boxacres Developers Pvt Ltd हाजिर हैं। प्रस्तुत प्रलेख के तथ्य को दोनों पक्ष ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन-देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/ KULDEEP Son (पुत्र) RAMESH SINGH, निवासी :- 723, KUNGAR, BHIWANI, HARYANA: HARSH KUMAR SHARMA Son (पुत्र) KAILASH CHAND SHARMA, निवासी :- BHONDSI GURUGRAM ने की।

साक्षी सं. 1 को हम नबरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

दिनांक 24-11-2025


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

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक _____ आज दिनांक _____ को बही नं _____ जिल्द नं _____ के पृष्ठ नं _____ पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या _____ जिल्द नं _____ के पृष्ठ संख्या _____ से _____ 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 24-11-2025


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

अस्वीकरण (Disclaimer):-


Forsythia Propbuild Pvt Ltd
Boxacres Developers Private Limited
Authorized Signatory

1. Registration of a document does not automatically validate the title of the property in case of any dispute regarding title arises after registration, remedy lies with the Civil Court under Section 13 of the Specific Relief Act, 1963.
2. No Registering officer shall be liable to any suit, claim or demand by reason of anything in good faith done or refused in his official capacity, under section 86 of The Registration Act, 1908.
3. If the EXECUTANT/CLAIMANT/witness/identifier knowingly provides any false information related to the document, they shall be liable for legal action under Section 212 of the Bharatiya Nyaya Sanhita (BNS).

1. किसी दस्तावेज़ का पंजीकरण यह स्वतः नहीं दर्शाता कि संपत्ति का शीर्षक (मालिकाना हक) वैध है। यदि पंजीकरण के बाद शीर्षक को लेकर कोई विवाद उत्पन्न होता है, तो उसका समाधान विशिष्ट राहत अधिनियम, 1963 की धारा 13 के अंतर्गत सिविल न्यायालय के माध्यम से किया जाएगा।
2. पंजीकरण अधिनियम, 1908 की धारा 86 के अंतर्गत, कोई भी पंजीयन अधिकारी अपने आधिकारिक कर्तव्यों के दौरान सद्भावपूर्वक किए गए किसी कार्य या इनकार के लिए किसी मुकदमे, दावे या मांग के लिए उत्तरदायी नहीं होगा।
3. यदि पेशकर्ता/दावेदार/गवाह/पहचानकर्ता दस्तावेज़ से सम्बंधित जानबुझ कर कोई भी गलत जानकारी देता है तो भारतीय दण्ड संहिता (BNS) की धारा 212 के अन्तर्गत कानूनी कार्यवाही के लिए उत्तरदायी होगा।

दिनांक 24-11-2025

For Fans, the *Procedural Finance Library*

Boxacres Developers Private Limited
Authorized Signatory

સંયુક્ત/ સબ પંજીયન અધિકારી, Manesar
Sub Registrar
Manesar (Gurgaon)



Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date: 24/11/2025 03:14 PM

GRN No: 142873523

Stamp Duty Paid: ₹ 3.00
Registration Fee: ₹ 100.00

Stamp No.: G007202514758

Seller / First Party Detail

Name: Forsythia Proprietary Pvt Ltd for Laxmi Narayan,
Emaar India Limited through Laxmi Narayan

Address: 305 to 308 Square One, Saket New Delhi

Mobile: ****0000

Buyer / Second Party Detail

Name: BOXACRES DEVELOPERS PVT LTD

Address: AIGPO, GROUND FLOOR, KHASHA NOS.
369 TO 379, 371/1, SAITAMPUR, DELHI

Mobile: ****5192

Prepared: TARTIMA

Government of Haryana / हरियाणा सरकार
Department of Revenue and Disaster Management / राजस्व एवं आपदा प्रबंधन विभाग
Joint/ Sub Registrar Office (संयुक्त उप-पंजीयक कार्यालय)

प्रलेख क्र.: 11432

पंजीकरण दिनांक: 24/11/2025 03:14 PM

वरीका संबंधी विवरण (Token: GUR_MAN_NAU_999821143744760)

वरीका का नाम TARTIMA (TARTIMA)			
जिला- Gurugram	हस्ताक्षर/पंजीयक- Manesar	सिटी- Urban within MC Limit	भौगोलिक स्थिति- Old City Area
नगर निगम- Manesar	गवारापुर- Naurangpur(157)	पंचायत- NA	लाटीनी - Naurangpur
प्लॉट - Naurangpur(157), Manesar, Gurugram			मुहल्ला का संकेत - Naurangpur

प्लॉट संबंधी विवरण

सेल/सेल चार्ज: 1.00 रुपये	कॉन्फर्ट नंबर: 111780000.87 रुपये	कुल स्टांप शुल्क- 3.00 रुपये
कुल फीस- 1	स्टाम का शुल्क- 3.00 रुपये	पंजीकरण फीस- 100.00 रुपये
टैक्स/सेल 142873523	पेस्टिंग शुल्क - 3 रुपये	पुरवा फीस- 0
गवारा फीस- 0	प्रासपेडिया - Citizen	विशेष सामान्य अधिकारी (SPA/ GPA) का नाम -
विशेष सेक्टर करने वाले का नाम- Sanjeev Kumar		

Land Direction Remark : NA

Urban Local Body (ULB) Details

Property Id	Name	Relation	Relative	Total Area	Area Unit	Property Type	Property Subtype	No Duce	Converted Area	Converted Area Unit	Authorized
1UN2M3R0	BOXACRES DEVELOPERS PRIVATE LIMITED			16334.993	Sq.Yard	Agriculture/Horticulture - Agriculture/Horticulture	Agriculture/Horticulture	0.00	13658.14	sqmeter	Yes

भुगतान का प्रकार

For Forsythia Proprietary Private Limited

Director/Auth. Sign.

Authorized Signatory

Payment By	Number	Amount	Bank Name	Date
UPI	NA	1	NA	21-11-2025

For Forsythe Property Services Ltd
 Brothers Devt
 Limited

Authorized Signatory



हस्तांतरण भूमि का विवरण

CLAIMANT Name / दावेदार नाम	Property Id / खेपट	TotalAreaUrban / कुल भूमि (SqYard)	PercentageArea / प्रतिशत भूमि	Transferred land share / हस्तांतरण भूमि हिस्सा (SqYard)	Unit / इकाई
BOXACRES DEVELOPERS PRIVATE LIMITED	11N2M3R2	16334.99	100%	16334.99	5Y

First Party (EXECUTANT) Details (प्रथम पक्ष (पेशकर्ता) विवरण)

Name	Mobile	ID Type	ID Proof	PAN Number	Gender	Address	Total Area (SqYard)	Owner Share (SqYard)	Attendance Status	Sign
Forsythia Propbuild Pvt Ltd Th Laxmi Narayan	****9999	Aadhaar	****	****CHH		306 to 308 Square One Saket New Delhi	NA	NA	Present	
Emaar India Limited through Laxmi Narayan	****6120	Aadhaar	****	****PLGJ		306 to 308, Square One Saket New Delhi	NA	NA	Present	

Second Party (CLAIMANT) Details (दूसरा पक्ष (दावेदार) का विवरण)

Name	Relation	Relative Name	Mobile	ID Type	ID Proof	PAN Number	Address	Gender	Transfer Hissa(SqYard)	Attendance Status	Sign
BOXACRES DEVELOPERS PVT LTD			****5192	NA	****	****	A/GF-03, GROUND FLOOR, KHASRA NOS. 369 TO 379, 371/1, SULTANPUR, DELHI	NA	0.00	Absent	

General Power of Attorney Details (For Second Party)

Name	Relative Name	Relation	Mobile	ID Proof	Address	Gender	Attendance Status	Sign
BOXACRES DEVELOPERS PVT LTD (Authorized To VINAY KUMAR VERMA)	RUBY VERMA	Son (पुत्र)	****5192	908501428207	S/O-301, EMAAR PALM DRIVE SECTOR 65, GURUGRAM, HARYANA	NA	Present	No Signature 

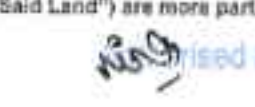
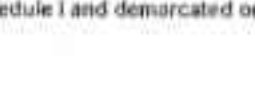
Witness Details (गवाहों का विवरण)

Name	Relation	Relative Name	Mobile	ID Proof	Gender	Designation	Address	Attendance Status	Sign
Kuldeep	Son (पुत्र)	Ramesh Singh	****6185	****6348	Male	Govt employee	723, Kungar, Bhiwan, Haryana	Present	
Harsh Kumar Sharma	Son (पुत्र)	Kalish Choud Sharma	****3898	****5447	Male	Other	Bhandi Gurugram	Present	

Covered Area Details

Area	Unit

A legal or commercial agreement between two parties/ दो पक्षों के बीच कानूनी या व्यापारिक अनुबंध: SUPPLEMENTARY AGREEMENT This Supplementary Agreement ("Supplementary Agreement") is made and entered into on this 19th day of November 2025 ("Execution Date") at Gurugram, Haryana by and amongst: 1. FORSYTHIA PROPBUILD PRIVATE LIMITED (CIN: U45200DL2007PTC157785 and PAN: AABCF0500A) 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, C-2, District Centre, Saket, South Delhi, New Delhi - 110017 acting through its Authorized Signatory Mr. Laxmi Narayan (Aadhar Number: 8431 6003 1920), who has been duly authorized to sign and execute this Supplementary Agreement and to appear and present this Supplementary Agreement for registration vide Board Resolution dated 17.10.2025 (hereinafter referred to as the "Landowner" which term or expression shall, unless repugnant to the context or meaning thereof, be deemed to include each of them, their respective successors-in-interest, and permitted assigns) of the FIRST PART; AND 2. EMAAR INDIA LIMITED (CIN: U45201DL2005PLC133161 & PAN AABCE4308B), a company existing under the provisions of the Companies Act, 2013, and having its registered office at 306-308, Square One, C-2, District Centre, Saket, South Delhi, Delhi-110017, acting through its authorized signatory Mr. Ashwani Singh, duly authorized vide its board resolution dated May 10, 2025, who has further authorised Mr. Neelish Kumar authorized to sign and execute this Supplementary Agreement vide Authority Letter dated October 17, 2025 (hereinafter referred to as the "Company", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, nominees and permitted assigns) of the SECOND PART; AND 3. BOXACRES DEVELOPERS PRIVATE LIMITED (CIN: U70200DL2020PTC359545, and PAN: AAJCB2583R), a company existing under the Companies Act, 2013 and having its registered office at Unit No. A/GF-03, Ground Floor, KH No. 369-379, 371/1, Village- Sultanpur, MG Centrum, New Delhi, India - 110030, acting through its Authorized Signatory Mr. Vinay Kumar Verma (PAN: AEEPV7357P; Aadhar 9965 8142 8207), who has been duly authorized to sign and execute this Supplementary Agreement vide Board Resolution dated 02 June 2025, hereinafter referred to as the "Developer", (which term or expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, and permitted assigns) of the THIRD PART. For the purposes of this Supplementary Agreement Developer, Landowner and the Company shall hereinafter collectively be referred to as "Parties" and individually as "Party". WHEREAS: A. The Landowner owns approximately 1.3730 acres (1.3558 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 79 B, Tehsil Manesar, District Gurugram, Haryana, India (hereinafter referred to as the "Said Land") are more particularly described in Schedule I and demarcated on the map

attached as Annexure I. B. Based on the representations and warranties provided by the Developer, the Company and the Landowner entered into a joint development agreement dated 19 April 2021, which was duly registered with the office of the Sub-Registrar, Manesar, under Registration No. 710, recorded in Book No. 1, Volume No. 277, on Page No. 21,25 and Additional Book 1, Volume No. 1304 at pages no. 92 to 94 at the office of Sub-Registrar, Manesar, Gurugram, on 19 April 2021 ("JDA"). Pursuant to the terms of the JDA, the Landowner and the Company agreed to undertake the joint development of the Said Land with the Developer for the purpose of conceptualization, execution, development, and completion of a project on the Said Land in compliance with the terms of the JDA, Approvals and Applicable Laws at the cost and expense of the Developer and on the terms and conditions as stipulated in the JDA. C. Simultaneously with the execution of the JDA, the Landowner and the Company, in accordance with the terms of the said JDA, executed a Special Power of Attorney in favor of the Developer dated 15 April 2021 ("Original SPA"), which was duly registered with the office of the Joint Sub-Registrar, Manesar, Gurugram, under Registration No. 11, recorded in Book No. 4, Volume No. 8, on Page No. 143.75, and Additional Book 4, Volume No. 26 at pages no. 51 to 54 at the office of Sub-Registrar, Manesar, Gurugram on 19 April 2021 to facilitate the development of the Said Land and to do all such things, acts and deeds as mentioned therein. D. Pursuant to the terms of the said JDA, it was agreed that the Developer would deposit an Interest-Free Refundable Security Deposit amounting to Rs. 20,00,00,000/- (Rupees Twenty Crore only) ("IFRSD"). Out of the IFRSD, the Developer has, from time to time, paid a sum of Rs. 18,00,00,000/- (Rupees Eighteen Crores only), and an amount of Rs. 2,00,00,000/- (Rupees Two Crores only) along with applicable penalties and charges in terms of the JDA remains unpaid. E. Pursuant to the execution of the JDA, the Developer applied to the DTCP for the grant of a license for the development of a residential project on the Said Land under the Affordable Housing Policy, 2013 of the Government of Haryana. After successful resolution of objections raised by DTCP (including in relation to portion of Said Land being subject to Gair Maunsi), the Developer secured the license bearing no. 253 of 2023 for the Affordable Group Housing project ("License") from DTCP on November 17, 2023. F. The Parties hereby acknowledge and agree that due to certain exigencies and unforeseen circumstances beyond their control, the Developer was restrained to proceed with the development of the Project. It is now agreed and understood that all such exigencies and unforeseen circumstances have been settled and resolved, for all reasons and purposes, and the Developer is now fully entitled and free to proceed with the development of the Said Land under the terms and conditions of the JDA without any hindrance or obstruction. G. In view of the considerable time that has elapsed since the execution of the JDA, the Parties acknowledge that the development of the Project strictly in terms of the said JDA is no longer commercially viable, owing to the evolving market conditions, changing demand dynamics, and significant shifts in the overall commercial landscape. H. In light of these circumstances, the Developer has requested the Company to permit the transfer, surrender, or migration of the existing License to a development license as per the extant policy of the DTCP ("New License") for development of senior citizen residential project and/or any other residential project permissible at the Said Land ("New Project") in terms of Applicable Laws and extant policies of the DTCP ("DTCP License Policies"), as the Developer may deem fit on the terms and conditions as agreed under the JDA read with this Supplementary Agreement, subject to any further modifications and/or amendments as may be mutually agreed between the Parties. I. After due consideration of the Developer's request and based on the mutual discussions, understanding, and relying on the representations, warranties and assurances of the Developer, the Landowner and Company have agreed to amend certain provisions of the JDA and are therefore entering into this Supplementary Agreement. NOW THEREFORE, THIS SUPPLEMENTARY AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: 1. DEFINITION AND INTERPRETATION 1.1 Unless otherwise provided in this Supplementary Agreement, all the capitalized terms used but not defined herein shall have the same meaning as ascribed to them under the JDA. All capitalized words and expressions not defined in below shall have the meaning assigned to them in the other parts of this Supplementary Agreement by bold letters enclosed with the quotes (""). It is hereby clarified that all newly introduced and defined terms under this Supplementary Agreement shall be deemed to form part of the defined terms under the JDA and shall be construed accordingly for all purposes of interpretation and implementation of the JDA read with this Supplementary Agreement. 1.2 Recitals hereinabove shall be deemed to be declarations and representations on the part of the Parties as if the same were set out herein verbatim and forming part of this Supplementary Agreement. 1.3 For the purposes of the JDA, as amended by way of this Supplementary Agreement, the following capitalized words and expression shall have the meaning ascribed to them below. 1.3.1 All references to the term "Affordable Housing Policy, 2013" in the JDA shall, unless the context requires otherwise, be deemed to refer to and be interpreted as the "DTCP License Policies" as defined in this Supplementary Agreement. 1.3.2 Any reference to the term "Project" in the JDA shall, unless the context requires otherwise, be deemed to refer to and be interpreted as the "New Project" as defined in this Supplementary Agreement. 1.3.3 Any reference to the term "License" in the JDA shall, unless the context requires otherwise, be deemed to refer to and be interpreted as the "New License" as defined in this Supplementary Agreement. 1.3.4 "Restricted Party" in relation to the New Project shall mean (i) MGF Developments Limited, any individual, entity, or organization including but not limited to any entity having direct or indirect connection to MGF Developments Limited and its shareholders, directors, subsidiaries, group companies, associates, related parties, affiliates, employee, etc., directly or indirectly engaged in business activities or operations that compete, overlap, or align with any business operations, projects, or investments undertaken by the Company, its affiliates, or any of its projects; (ii) Blacklisted Entity: Any individual, entity, or organization that: (a) has been blacklisted or barred or disqualified from participating in government or private projects by any regulatory authority, government body, or relevant industry body; (b) is known to have a poor reputation for compliance with contractual obligations, fraud, or unethical business practices including but not limited to fraudulent representations or financial mismanagement; or (c) is included in any sanctions list maintained by international organizations (including but not limited to lists maintained by the United Nations, European Union, or other regulatory bodies) and any other sanctions lists as may be applicable under domestic or international regulations.; (iii) Politically Exposed Entity: Any individual or entity classified as a politically exposed person/entity, including but not limited to individuals holding prominent public functions such as government officials, senior executives of public sector enterprises, judicial or military officials, and high-ranking members of political parties, their family members, or close associates of such politically exposed individuals, including spouses, parents, siblings, children, and known personal or financial collaborators, as defined by Applicable Laws, guidelines issued by regulatory bodies, or international best practices; or (iv) Individuals or Entities Involved in Criminal Activities: Any individual, entity, or organization; (a) under investigation for, charged with, or convicted of criminal activities, including but not limited to corruption, bribery, fraud, embezzlement, money laundering, terrorism financing, or other economic or financial or violent crimes; or (b) associated with organized crime networks or entities involved in activities that could pose reputational or operational or compliance risks to the Company or its affiliates; or (c) entities identified in media reports, official records, or regulatory advisories as being implicated in unlawful or high-risk activities, whether directly or through material associations with third parties. 1.3.5 "Trunk Infrastructure" shall have the same meaning as ascribed to it under the FDI Policy and/or under any Applicable Law governing the foreign direct investments in India, and shall mean to include essential physical infrastructure like roads, water supply, street lighting, drainage, and sewerage. 2. NEW PROJECT 2.1 Subject to the terms and conditions set forth in the JDA as amended and/or supplemented by this Supplementary Agreement, the Landowner and the Company hereby permit and authorize the Developer to undertake the construction and development of the New Project on the Said Land. The construction and development of the New Project shall be carried out strictly in accordance with the terms of the JDA as amended by this Supplementary Agreement, and in compliance with all necessary Approvals and Applicable Laws. 2.2 The Developer has agreed and undertaken

PAYMENT OF IFRSD 5.1 The Parties hereby mutually agree, accept, and acknowledge that an amount of Rs. 18,00,00,000/- (Rupees Eighteen Crores only) has been paid by the Developer until the Execution Date towards the IFRSD payable in terms of the JDA. The Developer confirms that INR 2,00,00,000 (Rupees Two Crores only) have not been paid to the Company until the Execution Date. The Developer further understands and agrees that the Company is entitled to receive an amount of INR 1,29,69,863/- (Rupees One Crore Twenty Nine Lakh Sixty Nine Thousand Eight Hundred and Sixty Three only) towards the interest payable by the Developer due to delay in making payments towards the IFRSD in terms of the JDA. The Company has agreed to waive its right to interest payments to the extent of INR 37,60,000 (Rupees Thirty Seven Lakhs), and the Developer has agreed to make payments towards the balance interest payments of INR 92,09,863/- (Rupees Ninety Two Lakh Sixty Nine Thousand Eight Hundred and Sixty three only) simultaneously with execution of present Agreement ("Interest Payments"). 5.2 The Developer hereby irrevocably agrees and undertakes to pay the balance IFRSD amounting to Rs. 2,00,00,000/- (Rupees Two Crores only) ("Balance IFRSD") and the Interest Payments amounting to INR 92,69,863/- (Rupees Ninety Two Lakh Sixty Nine Thousand Eight Hundred and Sixty three only) in the following manner: 5.2.1 An amount of INR. 9,26,987/- (Rupees Nine Lakh Twenty Six Thousand Nine Hundred and Eighty Seven only) has been deposited as TDS vide Challan no. 10525 dated 27.10.2025 and balance amount of INR 83,42,876/- (Rupees Eighty Three Lakh Forty Two Thousand Eight Hundred and Seventy Six only) is being paid by the Developer to the designated bank account of the Company on the Execution Date towards the Interest Payments, without any deductions, set-offs, or delays vide RTGS no. 2149201933 Dated 27.10.2025. Issuing Bank ICICI Bank, Sushant Lok, Phase-I, Gurugram in favour of Emaar India Ltd.; and 5.2.2 An amount of Rs. 2,00,00,000/- (Rupees Two Crores only) towards the Balance IFRSD shall be paid by the Developer in the Escrow Account (as defined hereinafter) without any deductions, set-offs, on the Execution Date; 5.3 In the event of any delay in payment of the Balance IFRSD and Interest Payments or any part thereof by the Developer as provided in Clause 5.1 and 5.2 above beyond the stipulated time period, the Developer shall be liable to pay interest at the rate of 12% (twelve per cent) per annum on the outstanding amount, calculated from the due date until the date of actual payment. If the amount remains outstanding for more than 3 (three) months from the due date, the interest rate shall automatically increase to 15% (Fifteen per cent) per annum on the outstanding amount. The Company's right to claim interest shall be in addition to any other remedies available to the Company under the JDA, as amended by way of this Supplementary Agreement, or Applicable Law. 5.4 The Parties hereby agree that the Developer shall open an escrow bank account in its name ("Escrow Account"), with a bank of Company's choice ("Escrow Agent" or "Escrow Bank") simultaneously with the execution of this Agreement. The Developer shall deposit the Balance IFRSD in the said Escrow Account as per the timelines agreed hereunder. 5.5 The Company shall be entitled to withdraw the Balance IFRSD upon the completion of the Trunk Infrastructure for the Project and on the receipt of the certificate of completion of the Trunk Infrastructure for the Project as mentioned in Clause 2.2.4 above. 5.6 Upon completion of milestones stated in Clause 5.5. above, or within 5 (five) years from the Execution Date, whichever is earlier, the Company shall have the right to instruct the Escrow Bank to immediately release the Balance IFRSD in its favour. The Developer undertakes that the Escrow Bank shall comply with the Company's instructions without delay or objection. The Developer further undertakes that all necessary arrangements and authorizations shall be in place (including execution of an escrow agreement for appointment of Escrow Agent ("Escrow Agreement") to facilitate the smooth operation of the Escrow Account as per terms hereof. The Escrow Agreement shall be executed simultaneously with deposit of the Balance IFRSD in the Escrow Account. 5.7 The Company shall refund the IFRSD only from the Revised Emaar's Entitlement and from no other source whatsoever. It is however agreed that the Company shall be entitled, in accordance with the Article 5.3 of the JDA, to adjust the IFRSD against the Revised Emaar's Entitlement / Revised Minimum Guarantee if the Developer fails to pay the New Minimum Guarantee within 84 (eighty four) months from the date of execution of this Supplementary Agreement. Further, subject to Clause 4.1 of this Supplementary Agreement, if any additional amount is calculated as part of the Revised Emaar's Entitlement, the Company shall also be entitled to receive such additional amount in full as per the terms of this Supplementary Agreement. 5.8 The understanding detailed in Article 5 (Security Deposit) of the JDA stands updated in terms of this Clause 5 hereof. 6. **CHANGE OF CONTROL OF THE DEVELOPER** 6.1 The Parties hereby agree, accept, and acknowledge that this Supplementary Agreement is being executed based on the personal reliance and assurances provided by Mr. Shyamrup Roy Choudhury, a key stakeholder for the execution and performance of this Supplementary Agreement and the Developer's obligations concerning the New Project. The details of the current ownership and control of the Developer ("Developer's Control"), including key individuals or shareholders, as of the Execution Date, are more particularly described in Annexure II hereto. The Parties further recognize that Mr. Shyamrup Roy Choudhury active participation in the management and control of the Developer is essential and fundamental for the successful execution of this Supplementary Agreement and the development of the New Project in accordance with the terms agreed herein. 6.2 The Parties agree that the Developer, its shareholders, directors, affiliates, or representatives, shall not undertake any steps or actions that may result in any change in Developer's Control without the prior written consent of the Company, and such consent shall not be unreasonably withheld, provided that such consent shall not be granted by the Company where such change in Developer's Control is leading to any transfer, sale, or assignment of shares, etc. to a Restricted Party. 6.3 For the purposes of this Supplementary Agreement, the following shall constitute a change in Developer's Control: 6.3.1 Any transfer, sale, or assignment of shares held by the current majority shareholders of the Developer (including their legal heirs or successors) that results in a reduction of their aggregate ownership below 50%, or any change in the controlling interest that alters the Developer's decision-making authority. 6.3.2 Any merger, consolidation, acquisition, or reorganization of the Developer that results in a transfer of more than 50% of the ownership or controlling interest to a third party, entity, or individual, other than the existing shareholders, directors, or their legal heirs or successors. 6.3.3 Any change in the legal structure of the Developer, including but not limited to its conversion from a private limited company to a public company, limited liability partnership (LLP), or any other legal entity, without the Company's prior written consent. 6.3.4 The acquisition, directly or indirectly, of more than 50% of the shareholding or voting rights in the Developer by any individual, company, or entity other than the current shareholders or their legal heirs or successors. 6.3.5 Any event, legal proceedings, or other action that results in the current directors/ shareholders (or their legal heirs or successors) losing their effective control, management authority, or governance over the Developer. 6.4 Any change in Developer's Control undertaken without the prior written consent of the Company shall constitute a material breach of the JDA and this Supplementary Agreement. In such an event, the Company shall have the right to: 6.4.1 Exercise the Change of Developer Right (as defined hereinafter); 6.4.2 Pursue all available remedies under this Supplementary Agreement, the JDA, or Applicable Laws; and/or 6.4.3 Claim indemnification or damages for any loss suffered as a result of the unauthorized Change of Control. 6.5 Notwithstanding anything to the contrary contained herein, the following shall not constitute a change in Developer's Control: 6.5.1 Any transfer of shares inter se among the existing shareholders of the Developer, provided such transfer does not alter the controlling interest in the Developer; 6.5.2 Any transfer of shares to the legal heirs or successors of the current shareholders, provided such transfer does not alter the controlling interest in the Developer; and 6.5.3 Any internal reorganization of shareholding that does not result in a third party acquiring a controlling interest in the Developer. 6.6 The Developer shall notify the Company in writing at least 30 (thirty) days prior to undertaking any action that may result in a change in Developer's Control, providing full details of the proposed transaction and the parties involved so the Company can provide its consent, which shall not be unreasonably withheld provided that such consent shall not be granted by the Company where such change in Developer's Control is leading to any transfer, sale, or assignment of shares, etc. to a Restricted Party. 7. **POWER OF ATTORNEY** 7.1 Simultaneously with the execution of this Supplementary Agreement, the Original SPA issued by the Landowner in favour of the Developer shall

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to develop the New Project on the Said Land where under: 2.2.1 The Developer shall be solely responsible for making all necessary applications and taking all required actions for obtaining the order of migration / surrender of the License in accordance with the requirements of the DTCP and/or any other relevant Governmental Authority within 180 (one hundred eighty) days from the Execution Date hereof. The Developer shall fulfill all obligations, conditions, and formalities as may be required by DTCP or any other authority in this regard including but not limited to submitting all necessary documentation, obtaining all required consents or approvals from any third party, and ensuring full compliance with all Applicable Laws, at its own cost and expense. The Developer shall obtain the prior written consent of the Company for any material submission to DTCP and/or any Governmental Authority(ies) in connection with the migration or surrender of the License, including but not limited to the submission of any documents, deeds, applications, or communications. The Company shall not unreasonably withhold or delay such consent and shall provide its response within two (2) working days of receipt of the Developer's written request. 2.2.2 Upon migration / surrender of License as per Clause 2.2.1 above, the Developer shall pay all requisite fees and obtain the New License as per DTCP License Policies in the name of the Landowner c/o Developer for development of the New Project on the Said Land in accordance with Applicable Laws and the JDA read with this Supplementary Agreement, from the DTCP within a period of 6 (six) months from the Execution Date. 2.2.3 The Developer shall obtain registration of the New Project from the Haryana Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 ("RERA Registration") within a period of 12 (twelve) months from the date of receipt of the New License or, within a period of 18 (eighteen) months from the Execution Date, whichever is earlier. 2.2.4 The Developer shall commence the development of the New Project within a period of 12 (twelve) months from receiving the RERA Registration certificate and all the requisite Approvals from the concerned Governmental Authority(ies) and complete the Development of Trunk Infrastructure at the Said Land, which are necessary for the successful execution and operation of the New Project to the complete satisfaction of the Company, within a period of 72 (seventy two) months from the date of receipt of the New License or, within a period of 84 (eighty four) months from the Execution Date, whichever is earlier. The Developer shall provide a certificate from an independent architect certifying the completion of Trunk Infrastructure of the Said Land, to the satisfaction of the Company. However, if the Developer fails to complete the Trunk Infrastructure within the timelines as detailed heretofore, the Developer shall be liable to pay liquidated damages of INR 10,000/- (Rupees Ten Thousand only) per day from the expiry of the said period till the completion of the Trunk Infrastructure as per the terms hereof. Notwithstanding anything to the contrary contained in the JDA read with this Supplementary Agreement and without prejudice to any other rights or remedies available to the Company thereunder or in law, in the event the Developer fails to complete the Trunk Infrastructure within the above specified period, the Company shall have the right but not the obligation, to step in and undertake, either by itself or through its contractors, the necessary activities to complete the Trunk Infrastructure at the sole cost, expense, and risk of the Developer. In the event the Company exercises such step-in rights, the Developer shall extend all necessary cooperation and assistance to the Company and/or its contractors for the completion of the Trunk Infrastructure, including but not limited to, prompt reimbursement of the entire cost incurred by the Company for such completion of the Trunk Infrastructure (the "Trunk Infrastructure Cost"), together with liquidated damages as specified above. The Trunk Infrastructure Cost and applicable liquidated damages shall be repaid by the Developer to the Company in full, without demur or delay, within 5 (five) days of receipt of a written demand from the Company in this regard. 2.2.5 The Developer shall complete the development of the New Project and obtain the requisite Approvals necessary of occupation of the New Project within a period of 72 (seventy two) months from the date of receipt of the New License or, within a period of 84 (eighty four) months from the Execution Date, whichever is earlier. 2.3 The Developer shall launch the New Project and undertake development of the New Project in accordance with the Approvals, the Applicable Laws and other terms and conditions of this Supplementary Agreement. 2.4 Any and all penalties, levies, charges, interest, or any other amounts imposed by the DTCP and/or any Governmental Authority in connection or in relation to the New License, and/or New Project shall be borne and paid by the Developer at its own cost and expense. 2.5 Nothing contained in this Supplementary Agreement shall, under any circumstances, be deemed to alter, diminish, restrict, or adversely impact Company's existing rights, title, interest, or obligations as set forth in the JDA, except to the extent explicitly modified by the terms of this Supplementary Agreement. The Company retains the full authority to enforce any and all of its rights under the original JDA and/or any Applicable Laws, including but not limited to the right to claim remedies, enforce entitlements, and safeguard its interests in the development of the Said Land. 2.6 The Developer's obligation to comply with the terms of the JDA, as amended by this Supplementary Agreement, and all Applicable Laws, shall be a continuing obligation throughout the development of the New Project and shall survive the completion of the New Project. 2.7 The Landowner and the Company agree to provide reasonable assistance (whenever required) to the Developer, in obtaining, renewing, or modifying any necessary Approvals required for the development and construction of the New Project. However, such assistance shall not extend to any financial obligations, and the Developer shall bear all associated costs and expenses. 2.8 Notwithstanding anything to the contrary contained in the JDA including Article 7.1 of the JDA, the Developer shall not create any mortgage or Encumbrance whatsoever in respect of the Said Land and/or the joint development rights and/or the receivables arising from the New Project including the Net Sales Revenue unless the Developer obtains the New License for the New Project and makes payment of entire sums towards the IFRSD and the Interest Payments (as defined hereinafter) in the manner as provided herein and the JDA. For avoidance of doubt, the understanding detailed in Article 7.1 of the JDA stands updated in terms of this Clause 2.8 of the Supplementary Agreement. 3. REVISED EMAAR'S ENTITLEMENT 3.1 The Parties acknowledge that, under Article 4 of the JDA, the Company was entitled to Emaar's Entitlement, being 17% (Seventeen Percent) of the share in Net Sales Revenue generated out of the sale of the Saleable Area in the Project subject to applicable tax deduction at source as per Applicable Law. However, in consideration of the mutual rights and obligations of the Parties under the JDA, as amended by this Supplementary Agreement, and taking into account the changes in market dynamics and project feasibility, the Developer agrees to pay the Company a revised entitlement of 17% (Seventeen Percent) of the share in Net Sales Revenue generated out of the sale of the Saleable Area in the New Project subject to applicable tax deduction at source as per Applicable Law ("Revised Emaar's Entitlement"). All references to "Emaar's Entitlement" under the JDA shall hereinafter be construed and interpreted as references to the term "Revised Emaar's Entitlement" as defined in this Supplementary Agreement. 3.2 The Revised Emaar's Entitlement shall be paid in the manner as agreed under the JDA, save and except as amended under this Supplementary Agreement. 3.3 The Company shall have the right and authority to adjust the Revised Emaar's Entitlement against the IFRSD paid by the Developer in terms of Clause 5 of this Supplementary Agreement. 4. NEW MINIMUM GUARANTEE 4.1 The Parties hereby mutually agree, accept, and acknowledge that notwithstanding anything contained in the JDA, more specifically under Article 5.2 of the JDA, the Minimum Guarantee originally agreed under the JDA shall be revised and increased to a total amount of Rs. 38,00,00,000/- (Rupees Thirty Eight Crores only) ("New Minimum Guarantee"). Parties hereby acknowledge that the revisions to the Minimum Guarantee in terms of this Clause 4.1 have been agreed in light of the higher Net Sales Revenue to be generated from the New Project. The Developer hereby agrees, declares, undertakes, and covenants that they shall never claim their obligation to pay, as above stated, to be excessive or penal or unjustified. For avoidance of doubt, Article 5.2 of the JDA stands deleted in its entirety. 4.2 The New Minimum Guarantee shall be paid in accordance with the terms and conditions set forth in the JDA, as amended by the terms contained in this Supplementary Agreement. 4.3 The Parties hereby agree that in the event the Developer fails to pay the New Minimum Guarantee, then Company shall, at its own discretion, be entitled to set-off the IFRSD or any other amount payable by Company/ Landowner in relation to JDA and/or Supplementary Agreement, to Developer, without any demur, reservation, contest, protest and without any reference to the Developer. 5.

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be deemed to be automatically and irrevocably cancelled, revoked, and rendered null and void. The Developer hereby agrees and undertakes to facilitate in getting the said cancellation of the Original SPA registered simultaneously with this Supplementary Agreement. 7.2 The Developer acknowledges, agrees and undertakes that it shall not hold or exercise any rights, powers, or authorities conferred under the said Original SPA. The Developer further undertakes to return original copies of the Original SPA to the Landowner simultaneously with the execution hereof, and to refrain from taking any actions or making any representations on behalf of the Landowner under the revoked Original SPA. 7.3 The Parties hereby agree and acknowledge that with the execution of this Supplementary Agreement, the Landowner shall issue a Revised Special Power of Attorney ("Revised SPA") in favor of the Developer for the limited purpose of authorizing the Developer to do various acts for the purposes of obtaining Approvals for the purposes of development in the New Project. 7.4 Simultaneously with the execution of this Supplementary Agreement, the Company shall execute and issue in favor of the Developer a General Power of Attorney ("GPA") authorising the Developer to undertake conceptualization, implementation, execution, construction / development, completion, sale and marketing of the New Project, in accordance with the terms of the JDA and this Supplementary Agreement. Notwithstanding the execution and registration of the GPA and anything to the contrary contained in the JDA, it is hereby agreed and clarified that: 7.4.1 The Developer shall not be entitled to create any charge, mortgage or any third-party rights over the Said Land at any time before the receipt of New License and the payment of entire IFRSD and Interest Payments to the Company. 7.4.2 The Developer shall be entitled to conceptualize, implement, execute, construct, develop, market, sell, transfer and convey and/ or dispose of the Saleable Area in the New Project along with all other ancillary and incidental rights attached therewith, in accordance with terms and conditions stated in this Supplementary Agreement and to generate, receive, use and appropriate revenue generated out of the sale of the Saleable Area in the New Project only upon receipt of RERA Registration of the New Project. Further, the Developer shall be entitled to execute and register the sale deeds/transfer deeds of the units comprised in the Saleable Area along with all other ancillary and incidental rights attached therewith only upon receipt of completion/ occupation certificate (as the case may be) for the entire New Project. 7.4.3 The original Title Deeds of Said Land shall be deposited with the security trustee/custodian mutually appointed by the Developer and the Company. The Developer represents to handover the original title deeds of the Said Land to the association of allottees formed for the New Project as per the Applicable Law. 8. EVENTS OF DEFAULT AND CONSEQUENCES THEREOF 8.1 The Developer shall be considered in default in the event of occurrence of the following ("Developer's Event of Default"): 8.1.1 Failure or delay on part of the Developer to make payment of the Balance IFRSD and Interest Payments and/or any part thereof to the Company as per the timeline contained in this Supplementary Agreement; 8.1.2 Abandonment of the New Project by the Developer for a continuous period of 6 (six) months; Creation of any Encumbrance/ mortgage/ hypothecation/ charge/ lien in relation to the Said Land/ New Project/ Net Sales Revenue or other receivables from the New Project and Said Land prior to payment of entire IFRSD and Interest Payments and receipt of New License; 8.1.3 Any action taken by the Developer pursuant to authorisations under the Revised SPA and revised GPA in violation of the terms and conditions of the JDA and this Supplementary Agreement; 8.1.4 Breach of the terms and conditions of the JDA as amended by way of this Supplementary Agreement by the Developer; 8.1.5 Commencement of or initiation of any insolvency or winding up or bankruptcy or similar proceedings in respect of the Developer, whether through a voluntary proceeding by the Developer or otherwise including through proceedings initiated by a Third Party, and failure of the Developer to obtain a stay on, or dismissal of, the said proceedings within a period of 30 (thirty) days from the date of such commencement; and 8.1.6 The Developer committing any act or omission which adversely affects the Landowner's/Company's (as the case may be) right, title and interest to the Said Land or any significant part thereof. 8.2 Upon Developer's Event of Default occurring post receipt of New License, the Company, notwithstanding any other rights or remedies available under the JDA and/or this Supplementary Agreement or Applicable Law, may, at its sole discretion, has the option to change the developer from the current Developer either to the Company or any other Person at the sole discretion of the Company ("Change of Developer Right") so as to enable the Company and/or its nominee(s) to develop/complete such New Project through itself or through a new developer or a person nominated by the Company. In the event where the Company decides for a change in developer of the New Project, the Developer agrees and undertakes to, execute, from time to time, appropriate written agreement/documents/authority letters/power of attorney, as may be requested by the Company and/or its nominee(s), for facilitating the exercise of the Change of Developer Right and/or development the New Project by the Company and/or its nominee(s). Any cost, amounts and expenditure incurred for construction and development of the New Project by such new developer or nominee of the Company, upon its exercise of the Change of Developer Right (hereinafter referred to as "Change of Developer Costs"), shall be borne and payable by the Developer. In addition to the above, the Company shall be entitled to levy interest at the rate of 12% (twelve percent) per annum on Balance IFRSD, until such change of developer is completed. The Developer undertakes and accepts to sign such documents as may be required by the Company including but not limited to documents as more particularly provided in Annexure III hereof. 8.3 Notwithstanding anything contained in the JDA and/or this Supplementary Agreement, if: 8.3.1 The Developer fails to obtain the New License within the timeline provided under Clause 2.2.1 herein, the Company shall have the right, at its discretion, to revert to the previous understanding under the JDA for developing the Project as originally agreed upon in the JDA, instead of the New Project as agreed in this Supplementary Agreement. In such a case, upon the issuance of the notice by the Company under this clause, the understanding as regards the development of the New Project and all the rights and interest of the Developer under this Supplementary Agreement shall stand suspended / terminated for all intents and purposes. It is clarified that in this case, it shall be deemed that the Parties never entered into this Supplementary Agreement, and the JDA shall remain unaffected and unamended by the terms of this Supplementary Agreement. In case the Company opts to revert to the previous understanding under the JDA for developing the Project then Parties shall enter into a fresh addendum to capture the timelines for completion of the Project as contemplated under the JDA within 180 (one hundred eighty) days of expiry of the timelines as stated in Clause 2.2.1. If the Developer fails to develop the Project within the revised timelines under the fresh understanding, the Company shall have the Change of Developer Right and recover the Change of Developer Cost as well as the liquidated damages, similar to the rights provided under Clause 8.2 of this Supplementary Agreement. 8.3.2 However, in the event the Developer has surrendered the License to the DTCP but has failed to obtain the New License within the timeline provided herein, the Developer shall be entitled to an extension of 180 (one hundred eighty) days for procurement of the New License subject to payment of liquidated damages amounting to INR 10,000/- (Indian Rupees Ten Thousand only) per day of extension. In case the Developer fails to procure the New License prior to expiry of such extended period, the Company shall have the absolute right, and authority to forthwith terminate the JDA and this Supplementary Agreement for all intent and purposes. In such an event, the Company shall be entitled to forfeit the entire IFRSD paid by the Developer without any recourse and the Developer shall be left with no right, title and interest of any nature whatsoever in the Said Land and/or under the JDA as amended by way of this Supplementary Agreement. The Developer shall in such an event execute and register all such documents required to effectuate such cancellation with the Company. 9. VALIDITY OF THE JDA 9.1 The Parties hereto agree and confirm that, except as expressly modified, amended, or supplemented by the terms of this Supplementary Agreement, all other terms, conditions, rights, and obligations contained in the JDA shall remain unchanged, valid, and binding upon the Parties, including the Developer, and shall continue to govern the relationship of the Parties. This Supplementary Agreement shall be deemed to be an integral part of and shall be read in conjunction with the JDA. 9.2 In the event of any inconsistency, conflict, or difference between the provisions of the JDA and this Supplementary Agreement, the terms of this Supplementary Agreement shall prevail to the extent of such inconsistency or conflict. It is further clarified that any provisions

For Forsythia Proprietary Private Limited

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in the JDA not specifically amended or addressed in this Supplementary Agreement shall remain unaffected and enforceable as originally agreed. 9.3 The Parties further agree that any obligations, undertakings, or liabilities that have already been fulfilled, discharged, or performed under the JDA prior to the Execution Date of this Supplementary Agreement shall not be affected by the execution of this Supplementary Agreement, except to the extent expressly provided herein. 10. REPRESENTATIONS AND WARRANTIES 10.1 Each Party hereby represents and warrants to the other that: 10.1.1 It has the full power, authority, and legal right to enter into this Supplementary Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. This Supplementary Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms. 10.1.2 The execution, delivery, and performance of this Supplementary Agreement do not and will not (i) conflict with, violate, or constitute a breach of any law, regulation, judgment, order, decree, or other obligation to which it is subject; (ii) conflict with or violate any provisions of its organizational documents; (iii) conflict with, violate, or constitute a default of any Applicable Law or under any agreement or instrument to which it is a party or by which it is bound. 10.1.3 All necessary consents, approvals, licenses, and authorizations required to enter into this Supplementary Agreement and perform its obligations hereunder have been obtained and are in full force and effect. 10.1.4 It is in compliance with all Applicable Laws, rules, regulations, and governmental orders that are applicable to its performance under this Supplementary Agreement. 10.1.5 Except for the specific understanding and modifications explicitly stated herein and mutually agreed between the Parties under this Supplementary Agreement, there shall be no change, modification, or alteration to the existing understanding between the Parties as recorded in the JDA. All other terms, conditions, covenants, representations, and warranties of the JDA shall remain in full force and effect and shall continue to govern the relationship between the Parties, save and except to the extent modified by this Supplementary Agreement. 10.2 The Developer hereby further represents and warrants to the Company and the Landowner that: 10.2.1 The Developer has not created any liens, charges, encumbrances, or third-party rights on the Said Land and/or Project or receivables including Net Sales Revenue from the developments on the Said Land, that would affect the rights of the Company, or the Landowner under the JDA as amended under this Supplementary Agreement and/or any approval obtained in by the Developer in terms of the JDA. 10.2.2 The Developer shall obtain, or will obtain in a timely manner, all necessary Approvals from relevant Governmental Authorities required for the development of the New Project and will comply with all Applicable Laws in this regard. 10.2.3 The Developer has the financial resources and capability to fulfill its obligations under JDA as modified pursuant to this Supplementary Agreement, including the payment of Balance IFRSD, Interest Payments and the Revised Minimum Guarantee as agreed herein. 10.2.4 There is no litigation, arbitration, or administrative proceeding pending or threatened against the Developer that would affect its ability to perform its obligations under the JDA and this Supplementary Agreement. 10.2.5 All information, documents, and statements furnished by the Developer to the Company and the Landowner in connection with this Supplementary Agreement are true, accurate, and complete in all material respects. 10.2.6 Upon the execution of this Supplementary Agreement, the Developer hereby irrevocably waives, releases, and relinquishes any and all rights, claims, demands, and entitlements, whether known or unknown, against the Company and/or the Landowner, including but not limited to any rights or claims for delays, damages, loss of opportunity, loss of interest, or any other losses or liabilities of any kind arising under or in connection with the JDA, whether arising under the terms of the JDA, Applicable Law, or equity. The Developer further agrees that it shall have no right to initiate, pursue, or continue any legal proceedings, claims, or demands against the Company and/or the Landowner whether based on contract, or equity, in relation to the JDA as amended by way of this Supplementary Agreement or any matter arising therefrom concerning for any period prior to the execution of this Supplementary Agreement. 10.2.7 Nothing in this Supplementary Agreement shall affect or limit the Developer's obligations under the JDA as amended by way of this Supplementary Agreement, nor shall it limit or waive any rights or remedies that the Company and/or the Landowner may have against the Developer under this Supplementary Agreement, the JDA, or Applicable Law. 10.2.8 It is agreed between the Parties that with the execution of this Supplementary Agreement, there is no unresolved issues, pending claims, disputes, or grievances, whatsoever, pending between the Parties which have not been addressed in this Supplementary Agreement and that the Parties have hereby represented to the other Party that they shall remain bound by the terms and conditions of this Supplementary Agreement. 10.2.9 The Developer accepts full and complete responsibility for the performance of all obligations, covenants, and responsibilities under the JDA, as amended by this Supplementary Agreement from the Execution Date hereof. 10.2.10 The Developer shall be responsible for compliance of all the terms and conditions of License/Provisions of the Haryana Development and Regulations of Urban Areas Act, 1975 and the rules made there under including payment of External Development Charges and Infrastructure Development Charges, IAC, any interest and penalty payable thereon (and any enhancements thereof pertaining to the Said Land shall be paid by the Developer from its own resources till the grant of final completion certificate for the New Project or relieved of the responsibility by the DTCP Haryana, whichever is earlier. The New Project shall be implemented/ developed and driven by Developer at its own cost and expenses without any right to recover such costs and expenses from the Company and the Landowner. The quality, cost, design, layout, aesthetics, landscaping, architecture, implementation etc. of the New Project shall be at the sole discretion and expertise of Developer. 10.3 All representations, and warranties, of the Parties as set forth under the JDA shall, unless specifically amended or superseded by the terms of this Supplementary Agreement, continue to remain in full force and effect and shall be deemed to form an integral part of this Supplementary Agreement. The representations and warranties provided under the JDA shall be read in conjunction with this Supplementary Agreement, and any inconsistencies shall be resolved in favor of the terms set forth herein. 11. DEVELOPER'S INDEMNITY 11.1 In addition to the Developer's obligations under Article 11.1 of the JDA, the Developer shall keep indemnified, defend and hold harmless the Landowner, the Company and their respective directors, representatives, officers, employees and agents (each a "Indemnified Party") against any and all losses, expenses, claims, costs, charges, damages, fines, penalties, legal costs, etc. suffered, arising out of, or which may arise in connection with the JDA and this Supplementary Agreement on account of the following: (a) non-receipt of payments towards Revised Emaar's Entitlement, New Minimum Guarantee, Balance IFRSD or Interest Payments in terms of this Supplementary Agreement; (b) any non-compliance with any terms and conditions laid down under any Approvals received in respect of the Said Land and/or the New Project; (c) any of the representations, warranties, statements and assurances made by the Developer being found to be false, fraudulent or misleading; (d) any breach of the terms and conditions of the JDA and/or this Supplementary Agreement by the Developer; (e) any breach and/or non-compliance of Applicable Law including but not limited to RERA, terms of the New License, layout/ building plans/ other Approvals by the Developer; (f) creation of any Encumbrance/ mortgage/ hypothecation/ charge/ lien in relation to the Said Land/ New Project/ Net Sales Revenue or other receivables from the New Project and Said Land prior to payment of entire IFRSD and Interest Payments and receipt of New License; (g) any action taken by the Developer pursuant to authorisations under the , Revised SPA and revised GPA in violation of the terms and conditions of the JDA and this Supplementary Agreement; (h) any disputes with the applicants/allottees/customers/lessees/buyers/purchasers in the New Project of any nature whatsoever; (i) gross negligence, willful misconduct, fraud or misrepresentation by the Developer (or any of its officers, directors, employees, agents, advisors, or authorized representatives (where relevant) in course of them discharging their respective duties); (j) any legal proceedings, complaints, litigations, matters where the Landowner or the Company is made party and is 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 the Developer; or (k) any claims by any customer/ buyer/ purchaser regarding any delay in handing over possession of any unit/ Saleable Area comprised in the New Project or regarding quality of development, construction, finishes,

For Boxacres Developers Private Limited (Name of the authorized person) Authorized Signatory Encl: As above PART D – UNDERTAKING
UNDERTAKING THIS UNDERTAKING IS MADE at [•] on [•] day of [•]. Boxacres Developers Private Limited has applied for Change of Developer
in respect of licence no. [•] of [•] dated [•] for development of [•] on the land forming part of 3.3750 acres (1.3658 hectare) of land located in the
Revenue Estate of Village Naurangpur, Sector 79, Gurugram, Haryana, India in favour of the developer company [•] and whereas, the company in
pursuance of giving Development Rights in respect of license mentioned above, undertakes as under:- 1. That we hereby undertake to pay the
balance administrative charges before the final approval. 2. That in case the administrative charge for such case is fixed in the Act/Rules at a rate
higher than that being recovered, we shall pay the difference as and when demanded by Director General, Town & Country Planning, Haryana. In
witness whereof this Undertaking has been signed on the day, months and year first written above. For Boxacres Developers Private Limited

(Authorized Signatory) PART E – AFFIDAVIT AFFIDAVIT I, [•], son of Mr. [•] aged [•] years, resident of [•] and being the authorised
representative of Seashore Realtors Private Limited, having its registered office at [•], do hereby solemnly affirm and declare on behalf of [•] as
under: 1. That the DTCP has issued License No. [•] of [•] dated [•] for setting up a real estate project over a land forming part of 3.3750 acres
(1.3658 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 79, Gurugram, Haryana, India to [•]. 2. That [•] through me
the Deponent herein apply for change of Developer of License No. [•] of [•] dated [•] from [•] to [•] for setting up a real estate project over the
licensed land forming part of 3.3750 acres (1.3658 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 79, Gurugram,
Haryana, India. 3. That NO THIRD-PARTY RIGHTS have been created on above the said licensed land till date. DEPONENT VERIFICATION I, the
abovenamed Deponent does hereby solemnly affirm and declare that the abovementioned statement is true and correct to the best of my
knowledge and belief and that nothing has been concealed there from. Verified at Gurugram on [•] day of [•], [•] DEPONENT PART F –

RESOLUTION TO BE PASSED BY THE DEVELOPER (ON THE LETTER HEAD OF THE DEVELOPER) CERTIFIED TRUE COPY OF THE
RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF BOXACRES DEVELOPERS PRIVATE LIMITED ("COMPANY") HELD
ON [•] DAY OF [•], [•] FROM [•] TO [•] AT [•] REGISTERED OFFICE OF THE COMPANY AT [•] "RESOLVED THAT Mr. [•], authorised
representative of [•] be and is hereby severally authorised to sign and submit various documents, papers, affidavits, etc. as may be required in
connection with applying for change of developer from the Company to [•] for setting up real estate project on the land forming part of 3.3750
acres (1.3658 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 79, Gurugram, Haryana, India and to do all or any of
the act(s), deed(s), matter(s) and thing(s) and to execute any and all documents/ agreements/ undertakings as may be considered expedient and
necessary in this regard, RESOLVED FURTHER THAT all the Directors of the Company be and are hereby severally authorized to give certified
true copy of aforesaid resolution on behalf of the Company." Certified True Copy For Boxacres Developers Private Limited [Name] Director

(Name) IN WITNESS WHEREOF, the Parties hereto have executed this Supplementary Agreement as of the date first above written, SIGNED
AND DELIVERED FOR AND ON BEHALF OF FORSYTHIA PROPBUILD PRIVATE LIMITED (the Landowner)

Name: Mr. Laxmi Narayan (Authorized Signatory) SIGNED AND DELIVERED FOR AND ON BEHALF OF EMAAR INDIA LIMITED (the Company)

Name: Mr. Neetin Kumar (Authorized Signatory) SIGNED AND DELIVERED FOR AND ON BEHALF OF
BOXACRES DEVELOPERS PRIVATE LIMITED (the Developer)

Name: Vinay Kumar Verma (Authorized
Signatory) WITNESSES: 1. Name: Address: 2. Name: Address:

Authorized Signatory

project facilities, specifications, etc. of any of such unit; or (f) any claims arising due to any development / construction work carried out including but not limited to any non-payment to contractors, workers, consultants, injury/ death/ accident of any worker/ person engaged in the development / construction work and/or of any other person. 12. MISCELLANEOUS 12.1 Waivers or Modifications: Except as otherwise agreed, this Supplementary Agreement may not be amended, modified, or waived except by an instrument in writing signed by duly authorized representatives of each Party and approval of the DTCP. No failure or delay by any Party in exercising any right, power, or privilege under this Supplementary Agreement or the JDA shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. 12.2 Acknowledgement: The Parties acknowledge that they have read and understood the terms of this Supplementary Agreement and the JDA and agree that they represent the complete and exclusive statement of the terms of their agreement, superseding all prior proposals, negotiations, agreements, and other communications, whether written or oral, relating to the subject matter hereof. 12.3 Continuity of Obligations: Except as expressly set forth in this Supplementary Agreement, all obligations, rights, duties, and responsibilities of the Parties under the JDA shall remain in full force and effect, unaltered and unimpaired by this Supplementary Agreement. The Parties agree to interpret and enforce the terms of the JDA and this Supplementary Agreement in a manner that is consistent with the overall intent and objectives of their relationship as set forth in these documents. 12.4 Governing Law and Dispute Resolution: The provisions of Governing Law and Jurisdiction (Article 12) set forth in the JDA are deemed to be incorporated herein by reference and shall apply mutatis mutandis to this Supplementary Agreement as though they have been set out herein. 12.5 Severability: In the event that any provision of this Supplementary Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, or enforceability of the remaining provisions shall not be affected or impaired thereby, and such provision shall be enforced to the maximum extent permissible under Applicable Law. The Parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a provision that achieves as closely as possible the economic, legal, and commercial objectives of the invalid, illegal, or unenforceable provision. 12.6 Counterparts: This Supplementary Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. 12.7 Stamp Duty and Registration: The Parties agree that any stamp duty, registration fees, or other similar charges payable on this Supplementary Agreement and/or any documents executed in furtherance thereof shall be borne and paid by the Developer. 12.8 Irrevocability: It is expressly clarified that the JDA, except as amended by this Supplementary Agreement shall remain valid and irrevocable until the Developer has a valid New License from the DTCP in existence. It is agreed that upon grant of New License by DTCP, Haryana, the JDA as amended by way of this Supplementary Agreement will be irrevocable, and no modification (alteration etc. in terms and conditions can be undertaken except after obtaining prior permission of DTCP, Haryana. However, if the Developer does not hold a valid New License, the Company reserves the right to terminate the JDA, as amended by this Supplementary Agreement, if the Developer is found to be in default of the terms contained herein.

SCHEDULE – I DESCRIPTION OF THE PROJECT LAND M/s. Forsythia Propbuild Pvt. Ltd. Village Rectangle No. Revenue No. Area K – M Naurangpur 51 1772min 1 – 15 51 17/3 1 – 5 51 24/2 5 – 8 51 25/1 1 – 8 54 1/1 3 – 16 55 4/2 5 – 8 5 11 – 0 Total: 27 K + 0 M Or 2.375 acres **ANNEXURE II DETAILS OF OWNERSHIP AND CONTROL OF THE DEVELOPER AS OF THE DATE OF EXECUTION OF THIS SUPPLEMENTARY AGREEMENT** **DEVELOPER'S SHAREHOLDING AS OF THE EXECUTION DATE** S.No Shareholders PAN No. No. of Shares Paid up equity share 1 True Habitat Pvt. Ltd. AAICT8950D 59,99,997 5,99,99,970 2 Shyamrup Roy Chaudhary AGKPC5051B 1 30 Total 60,00,000 6,00,00,000 **TRUE HABITAT PVT. LTD. SHAREHOLDING AS OF THE EXECUTION DATE** S.No Shareholders PAN No. No. of Shares Paid up equity share 1 Foresight Realtech Pvt. Ltd. AABCF338N 10 100 2 Shyamrup Roy Chaudhary AGKPC5051B 9,990 99,900 Total 10,000 1,00,000 **ANNEXURE III CHANGE OF DEVELOPER**

DOCUMENTS PART A – CONSENT LETTER Dated: To The Director General, Town & Country Planning, Haryana, Chandigarh. Subject: - Consent for taking Development Rights under the policy dated 18.02.2015 by [•] ("Company") from [•]. Respected Sir 1. Boxacres Developers Private Limited have been granted licence no. [•] of [•] dated [•] ("License") for development of [•] on the land forming part of 3.3750 acres (1.3658 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 78, Gurugram, Haryana, India ("Property"). 2. It is submitted that the Company is already developing the real estate projects in the State of Haryana. Boxacres Developers Private Limited is ready to give up Development Rights for the development of Property. The matter was discussed in the Board Meeting dated [•] and it was decided by the Company to take Development Rights from Boxacres Developers Private Limited. The copy of the Board of approval is enclosed. 3. It is submitted that the Company has required financial capacity as well as technical capacity to develop such type of project as approved under the said License. 4. Hence, it is sincere request to kindly grant the permission to [•] for giving up the Development Rights to our Company i.e. [•]. Kindly consider our consent for giving up Development Rights for development of the said Property. Thanking You. Yours faithfully, For [•]

(Name of the authorized signatory) Authorized Signatory **PART B – JUSTIFICATION** Dated: To The Director General, Town & Country Planning, Haryana, Chandigarh. Subject: - Justification for Change of Developer under the policy dated 18.02.2015 to [•] Respected Sir 1. We, Boxacres Developers Private Limited have been granted licence no. [•] of [•] dated [•] for development of [•] land forming part of 3.3750 acres (1.3658 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 78, Gurugram, Haryana, India. 2. It is submitted that we have considered the matter in the Board Meeting dated [•] (copy of the Board of approvals is attached) and found that due to [•], we have decided to give the Development Rights of the Property to [•]. [•] who is a renowned developer company in northern India has both technical and financial capacity to undertake development of the said Property. In view of above, it is requested that kindly grant the permission for Change of Developer in the name of [•]. Thanking You. Yours faithfully, For Boxacres Developers Private Limited (Name of the authorized signatory) Authorized Signatory

PART C – REQUEST LETTER To: Date: The Director General, Town & Country Planning, Haryana, Chandigarh. Subject: - Request for allowing Change of Developer under the policy dated 18.02.2015 to [•] in the license No. [•] of [•] dated [•] granted for setting up of a [•] on the land forming part of 3.3750 acres (1.3658 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 78, Gurugram, Haryana, India for which license has been granted to Boxacres Developers Private Limited Respected Sir, The following are submitted for consideration please: 1. We, Boxacres Developers Private Limited have been granted licence no. [•] of [•] dated [•] for development of [•] on the land forming part of 3.3750 acres (1.3658 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 78, Gurugram, Haryana, India. 2. We have decided to give the Development Rights of the aforesaid property to [•], who is a renowned developer company in the northern India and have the required technical and financial capacity. 3. The following documents along with administrative charges as required under the policy dated 18.02.2015 are enclosed. (a) A copy of the approval vide which it was decided to given Development Rights to [•] is enclosed. (Annexure-1) (b) A consent letter from [•] for taking over Development Rights of the said property. (Annexure-2). (c) Justification for such request i.e. for giving the Development Rights / Marketing Rights of the said property to [•]. (Annexure-3) 4. It is represented that [no] third party rights have been created in the said property. 5. The copy of the Memorandum & Article of Association for ascertaining the financial capacity and Profile regarding technical capacity of [•] who is requested for taking up the Development Rights. (Annexure-4) 6. The Copy of payment receipt of deposited administrative charges of Rs. [•] through E-payment vide QRN No. [•] dated [•] is enclosed, which is equivalent to 40% of 25% of the license fee as applicable on date. (Annexure-5) 7. An Undertaking to pay the balance administrative charges before the final approval and in case the administrative charge for such cases is fixed in the Act/ Rules at the rate higher than recovered, is also enclosed. (Annexure-6). In view of Above, It is requested that kindly grant the permission for Change of Developer in the name of [•] at an earliest. Thanking You. Yours faithfully,

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

First Party (पैदाकर्ता)	Second Party (दावेदार)	Witness (गवाह)
		
For Forsythia Probuild Pvt Ltd through Laxmi Narayan, Emaar India Limited through Laxmi Narayan  Director/Auth. Sign.	 Authorized Signatory	 

यह प्रलेख आज दिनांक 24-11-2025 दिन सोमवार समय 03:14:38 PM बजे Forsythia Probuild Pvt Ltd thr Laxmi Narayan, Emaar India Limited through Laxmi Narayan निवासी Naurangpur(157) द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आपोजना विभाग के अधिनियम 1975 की धारा 7-म के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से क्वापति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आपोजना विभाग के अधिनियम 1975 की धारा 7-म के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से क्वापति प्रमाण पत्र की आवश्यकता नहीं है।

उपरोक्त प्रस्तुतकर्ता Forsythia Probuild Pvt Ltd thr Laxmi Narayan, Emaar India Limited through Laxmi Narayan, BOXACRES DEVELOPERS PVT LTD द्वारा है। प्रस्तुत प्रलेख के तथ्य को दोनों पक्ष ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 8 रुपये की राशि केता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित जमीन अदा की गई राशि के लेन-देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/ Kuldeep Son (पुं) Ramesh Singh, निवासी :- 723, Kungar, Bhiwari, Haryana, Harsh Kumar Sharma Son (पुं) Kailash Chand Sharma, निवासी :- Ghondsai Gurugram ने की।

साक्षी सं. 1 को इन गवाहदार अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

दिनांक 24-11-2025

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख कनांक _____ आज दिनांक _____ को बही न _____ किताब न _____ के पृष्ठ न _____ पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या _____ किताब न _____ के पृष्ठ संख्या _____ से _____ पर रिकॉर्ड गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगुठा मेरे सामने किये हैं।

दिनांक 24-11-2025

अस्वीकरण (Disclaimer):-

1. Registration of a document does not automatically validate the title of the property in case of any dispute regarding title arises after registration, remedy lies with the Civil Court under Section 13 of the Specific Relief Act, 1963.
2. No Registering officer shall be liable to any suit, claim or demand by reason of anything in good faith done or refused in his official capacity, under section 86 of The Registration Act, 1908.
3. If the EXECUTANT/CLAIMANT/witness/identifier knowingly provides any false information related to the document, they shall be liable for legal action under Section 212 of the Bharatiya Nyaya Sanhita (BNS).

1. किसी दस्तावेज का पंजीकरण यह स्वतः नहीं दर्शाता कि संपत्ति का शीर्षक (मालिकाना हक) वैध है। यदि पंजीकरण के बाद शीर्षक को लेकर कोई विवाद उत्पन्न होता है, तो उसका समाधान विशिष्ट राहत अधिनियम, 1963 की धारा 13 के अंतर्गत सिविल न्यायालय के माध्यम से किया जाएगा।
2. पंजीकरण अधिनियम, 1908 की धारा 86 के अंतर्गत, कोई भी पंजीयन अधिकारी अपने आधिकारिक कर्तव्यों के दौरान सद्भावपूर्वक किए गए किसी कार्य या इनकार के लिए किसी मुकदमे, दावे या मांग के लिए उत्तरदायी नहीं होगा।
3. यदि पैदाकर्ता/दावेदार/गवाह/पंजीकृतकर्ता दस्तावेज से सम्बंधित जानकारी देता है तो भारतीय दण्ड संहिता (BNS) की धारा 212 के अंतर्गत कानूनी कार्यवाही के लिए उत्तरदायी होगा।

दिनांक 24-11-2025



Government of Haryana / हरियाणा सरकार
Department of Revenue and Disaster Management / राजस्व एवं आपदा प्रबंधन विभाग
Joint/ Sub Registrar Office (संयुक्त/ उप-पंजीयक कार्यालय)

प्रलेख क्र.:149

पंजीकरण दिनांक:24/11/2025 03:01 PM

वसीका संबंधी विवरण (Token: GUR_MAN_NAU_999822164237920)

वसीका का नाम GPA (POWER OF ATTORNEY)			
जिला- Gurugram	तहसील/सब-तहसील- Manesar	स्थित- Urban within MC Limit	भौगोलिक स्थिति- Other Areas
नगर निगम - Manesar	गांव/शहर- Naurangpur(157)	पंचायत - NA	कालोनी - Naurangpur
पता : Naurangpur(157), Manesar, Gurugram			भू-भाग का खण्ड : Naurangpur

धन संबंधी विवरण

लेन-देन राशि- 0.00 रुपये	कलेक्टर दर- रुपये	कुल स्टाम्प शुल्क- 0.00 रुपये
कुल क्रेता- 1	स्टाम्प का मूल्य- 0.00 रुपये	पंजीकरण फीस- 100.00 रुपये
ई-चालान:142870850	पेस्टिंग शुल्क - 3 रुपये	पुरुष क्रेता- 0
महिला क्रेता- 0	प्रारूपकर्ता - Citizen	विशेष/ सामान्य अधिकर्ता (SPA/ GPA) का नाम -
विलेख तैयार करने वाले का नाम- ANKIT YADAV		

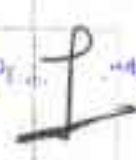
Land Direction Remark : NA

First Party (EXECUTANT) Details (प्रथम पक्ष (पेशकर्ता) विवरण)

Name	Mobile	ID Type	ID Proof	PAN Number	Gender	Address	Attendance	Sign
FORSYTHIA PROPBUILD PRIVATE LIMITED THRU MR LAXMI NARAYAN	****9999	Aadhaar	****	****o/rH	NA	306-308, Square One, C-2, District Centre, Saket,	Present	
EMAAR INDIA LIMITED THRU MR NEETIN KUMAR	****9999	Aadhaar	****	****PLGI	NA	306-308, Square One, C-2, District Centre, Saket,	Present	

Second Party (ATTORNEY) Details (दूसरा पक्ष (प्राधिकृत) का विवरण)

Name	Relation	Relative Name	Mobile	ID Type	ID Proof	PAN Number	Address	Gender	Transfer Hissa(In Marla)	Attendance Status	Sign
Boxacres Developers Pvt Ltd			****9999	NA	****	****	Unit No. A/GF03, Ground Floor, KH No. 369379, 371/1, Village Sultanpur,	NA	0.00	Absent	

Name	Relation	Relative Name	Mobile	ID Type	ID Proof	PAN Number	Address	Gender	Transfer Hissa(In Maria)	Attendance Status	Sign
							MG Centrum, New Delhi				 Director/Aut

General Power of Attorney Details (For Second Party)

Name	Relative Name	Relation	Mobile	ID Proof	Address	Gender	Attendance Status	Sign
Boxacres Developers Pvt Ltd (Authorized To) Vinay Kumar Verma	Ruby Verma	Son (पुत्र)	****9998	906501428207	S1D-301, Emaar Palm Drive, Sector-66, South City-II, Gurugram, Haryana	NA	Present	No Signature  Authorized Signatory

Witness Details (गवाहों का विवरण)

Name	Relation	Relative Name	Mobile	ID Proof	Gender	Designation	Address	Attendance Status	Sign
KULDEEP	Son (पुत्र)	RAMESH SINGH	****9988	****8049	Male	Govt employee	723, KUNGAR, BHIWANI, HARYANA	Present	
HARSH KUMAR SHARMA	Son (पुत्र)	KAILASH CHAND SHARMA	****9888	****8447	Male	Other	MAMTA NIWAS BLOCK C, MAIN GALI SNEH VIHAR, BHONDSI, GURUGRAM, HARYANA	Present	

A legal or commercial agreement between two parties/ दो पक्षों के बीच कानूनी या व्यापारिक अनुबंध: POWER OF ATTORNEY KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE FOLLOWING: FORSYTHIA PROPBUILD PRIVATE LIMITED (CIN.: U45200DL2007PTC157785, PAN: [AABCF0500A]), 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, C-2, District Centre, Saket, New Delhi-110017. acting through its authorized signatory Mr. Laxmi Narayan (Aadhar Number: 8431 6003 1920), duly authorized vide Board Resolution dated 17.10.2025 (hereinafter referred to as the "Landowner"); which term and expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, and permitted assigns); AND EMAAR INDIA LIMITED (Formerly known as EMAAR MGF LAND LIMITED) (CIN No. U45201DL2005PLC133161, PAN No. 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, New Delhi 110017. acting through its duly Authorized Signatory Mr. Ashwani Singyh, duly authorized vide Board Resolution, dated 19.05.2025, who has further authorised Mr. Neelin Kumar authorized to sign and execute this Power of Attorney vide Authority Letter dated October 17, 2025 (hereinafter referred to as the "Emaar",

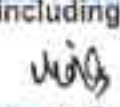

Director/Aut


Authorized Signatory

Haryana Real Estate Regulatory Authority for Gurugram ('HRERA'), State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the New Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes, intent or powers mentioned in this presents and to make, sign and submit any application, reply, affidavit, undertaking, agreement, guarantee, compromise, representation, petition, withdrawal, etc. 5. To access the Said Land for the purpose of surveying the same, doing soil investigation and have the rights to prepare layout plans, building plans, preparing and making applications for grant of New License and Approvals, and other approvals, permissions, sanctions, registrations etc., renewals, extensions thereof from Government Authority, as per Applicable Laws for and in relation to the Said Land and the development of the New Project to be undertaken thereon. 6. To sign, verify, file, submit, furnish all applications, documents, etc. before various authorities in Gurugram and Chandigarh, such as Land Acquisition Department, Real Estate Regulatory Authority, Haryana, State Industrial and Infrastructure Development Corporation of India Ltd., HSVP, Director, Town and Country Planning, Haryana, Chandigarh, Secretary Revenue, Secretary Finance National Highway Authority of India (NHAI), Income-tax Department, Pollution Department, Environment Department, Mines and Geology Department, Airport Authority of India, MCG, Urban Local Bodies Department, Revenue Authorities/Department, Public Health Department, Fire Department and all other departments and authorities of the Government wherein applications, undertakings, declarations, etc., or any other document may be required to be filed in connection with the release of the Said Land/or any part or portion thereof from acquisition proceedings and matters related thereto and/or sanction / implementation of the New Project. 7. To apply for and obtain licenses, permissions, NOC from the concerned authorities including DTCP, Chandigarh, HSVP (HUDA), Haryana State Industrial and Infrastructure Development Corporation of India Ltd., NHAI, and/or any other concerned authorities under Local / State / Central Government including developing of the Said Land for senior citizen residential project and/or any other residential project permissible at the Said Land under the provisions of Haryana Development and Regulation of Urban Areas Act. 1975, Real Estate (Regulation and Development) Act 2016 or any other applicable laws, rules etc. and for that purpose to sign, file all necessary application, undertaking, agreement, affidavit, bank guarantee, indemnity bond and/or all other papers and documents as may be required from time to time by the concerned authorities. 8. To carry out and undertake all filings and compliances under RERA with regard to the New Project, and/or to apply, represent, appear, before Haryana Real Estate Regulatory Authority for Gurugram, Haryana Real Estate Appellate Authority in connection with all matters pertaining to the Said Land and conceptualization, execution, implementation, development, construction and completion of the New Project over the Said Land including payment of compensation/refund to customers and all other matter connected therewith. 9. To sign, file, submit and obtain lay out plan, building plan, services plan, revised / modified building plan and services plan before DGTC, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to HSVP, MCG, GMDA, HRERA, State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the New Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time. 10. To apply for and obtaining requisite permissions, approvals, NOC from the concerned authorities such as Town and Country Planning Department, HSVP, Fire Department, PWD, HSIDC Ltd., Licensing Authorities, Municipal Authorities and /or authorities in charge of sewer, water, electricity, highways or any other concerned authorities

which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, and assigns) The Landowner and Emaar are hereinafter collectively referred to as the "Executants". WHEREAS: A. The Landowner and Emaar desire to develop land of 3.3750 acres (1.3658 hectare) or thereabout of land falling in revenue estate of Village Naurangpur, Sector 79, Gurugram, Haryana, and as more particularly described in Schedule-I hereto (the "Said Land"). B. The Executants have executed a Joint Development Agreement dated 19 April 2021, with Boxacres Developers Private Limited ("Developer") which was duly registered with the office of the Sub-Registrar, Manesar, under Registration No. 710, recorded in Book No. 1, Volume No. 277, on Page No. 21.25 and Additional Book 1, Vol. 1304 at pages no. 92 to 94 at the office of Sub-Registrar, Manesar, Gurugram, on 19 April 2021, as amended vide Supplementary Agreement dated 19-11-2025 (collectively referred to as "Joint Development Agreement") with the Developer, for the joint development of the Said Land on the terms and conditions contained and set out therein. C. In terms of the aforesaid Joint Development Agreement, the Executants have agreed to execute and register Power of Attorney in favour of the Attorney (as defined hereinafter). NOW BY THIS POWER OF ATTORNEY THE EXECUTANTS HEREBY irrevocably nominate, constitute and appoint Boxacres Developers Private Limited, CIN: U070200DL2020PTC369545, PAN: AAJCB2583R) a company incorporated under the provisions of the Indian Companies Act, 2013, having its registered office Unit No. A/GF-03, Ground Floor, KH No. 369-379, 371/1, Village - Sultanpur, MG Centrum, New Delhi, India - 110030, acting through its authorized signatory Mr. Vinay Kumar Verma (PAN: AEEPV7387P; Aadhar 9065 0142 8207), duly authorized vide Board Resolution dated 02.06.2025, as its true and lawful constituted Attorney to jointly / severally do the following, acts, deeds and things for us and on our behalf and in our name in connection with: 1. To sign and apply and follow-up with the various departments of the Government of Haryana under the Haryana Urban Development laws and/or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran (HSVP); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA') and other regulatory authorities / competent authorities / statutory authorities / government authorities with regard to the matters relating to grant of permissions/sanctions under the Haryana Development & Regulation of Urban Areas Act, 1975/Real Estate (Regulation and Development) Act, 2016 for and in respect of the Said Land, the sanctions and approvals of layout plan, building plans, zoning plans, Occupation/completion certificates, etc., as required under the law for the development, construction and completion of residential colony / New Project on the Said Land and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Executants, as required from time to time in connection therewith. 2. To make, sign, execute, present and submit any applications, plans, documents, affidavits, undertakings, etc. in the office of Government authorities / revenue authorities / departments, etc. and in particular for the purpose of obtaining any permissions, sanctions, consent, no objection, approval, etc. that may be required for the purposes of the conceptualization, execution, implementation, development, construction and completion of the New Project over the Said Land. 3. To make, sign, execute, present and submit challans for depositing license fees, external development charges, internal development charges, infrastructure augmentation charges, scrutiny fees and all other fees and charges payable to DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to HSVP, MCG, GMDA and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the New Project over the Said Land and receive refunds. 4. To appear before and represent and make submissions to DGTCP, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to HSVP, MCG, GMDA,


Authorized Signatory


Authorized Signatory

connected with sanction of building plan under the State Government as well as Central Government as well as DGTCP, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to HSVP, MCG, GMDA, HRERA, State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and for the purposes of the conceptualization, execution, implementation, development, construction and completion of the New Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time and that to sign, file, execute and all applications, representation, affidavit, undertaking, indemnity, indemnity bond and such other papers and documents and may be required for these authorities from time to time. 11. To commence, carry on and complete and/or cause to be commenced, carried out and completed the conceptualization, execution, implementation, development, construction and completion of the New Project over the Said Land on the part or whole of the Said Land in accordance with the license and/or sanctioned building plans and specification and apply and obtain from the competent authorities the Completion/ Occupation Certificate of the New Project on the Said Land. 12. To enter into Buyers/Allotment Agreements) i.e., Agreements) for sale of Saleable Area developed on the Said Land as per the terms of the Agreement for apartments / units constructed or to be constructed on the Said Land as per Applicable Laws. 13. To receive sale price / lease/license money payable by the allottee(s) / purchaser (s) / lessees /licensee(s)of apartments/ residential plots as per Applicable Laws. 14. To receive sale price / lease/license money payable by the allottee(s) / purchaser (s) / lessees /licensee(s)of shops/ units/ commercial plots as per Applicable Laws. 15. To execute and get registered by appearing before Sub Registrar sale deeds, conveyance deed, lease deeds, gift deeds, license deeds, relinquishment deeds / rectification deed(s), Award of Arbitrator, etc. or any other document which the attorney deems expedient and necessary in his wisdom with respect to the Saleable Area. 16. To give symbolic/formal/actual physical possession of the shops/ units/ commercial plots purchased by buyers or obtained on lease by the lessees by handing over vacant possession of such property subsequent to execution of sale deed(s) / lease deeds or on such other terms as may be agreed by the Developer. 17. To give symbolic/formal/actual physical possession of the residential apartment/ plots purchased by buyers or obtained on lease by the lessees by handing over vacant possession of such property subsequent to execution of sale deed(s) / lease deed(s) or on such other terms as may be agreed by the Developer. 18. To bear and pay stamp duty and registration charges in respect of the said documents or any part thereof as per the agreement in between the unit buyer and the Developer / Bullder(s). 19. To apply and obtain GST/income- tax clearance for sale of units/plots, if required. 20. Subject to receipt of the IFRSD as set out in the Joint Development Agreement, to lease any part / whole of the shops/ units/ commercial plots, deliver possession on payment of rent or license or otherwise and to ask, receive and recover from all tenants and other occupants all rents, arrears of rents, license money, compensation for use and occupation, profits and all other money outstanding and payable or at any time hereinafter to become outstanding and payable in respect of the said property for occupying the same or otherwise in any manner whatsoever. 21. To lease any part / whole of the residential apartment / plots, deliver possession on payment of rent or license or otherwise and to ask, receive and recover from all tenants and other occupants all rents, arrears of rents, license money, compensation for use and occupation, profits and all other money outstanding and payable or at any time hereinafter to become outstanding and payable in respect of the said property for occupying the same or otherwise in any manner whatsoever. 22. On non-payment of any sum as aforesaid to take proceedings to secure ejectment and to recover possession according to law. 23. To give notice through a lawyer or personally to make payment of rent or compensation or moneys payable by such tenants or other occupants and also to give up the premises and vacate the same. 24. To pass valid receipts in proper form for all moneys received or recovered from any tenants of the said properties as rent/ compensation or otherwise. 25. To promote and register the

condominium or society or association of apartment buyers or organization of such prospective purchasers, if any, in conformity with the applicable law, rules, regulations and guidelines issued by the government departments and for these purposes to sign and execute all papers, documents, affidavits, declarations, undertakings, appeals etc. and to represent the Executants before all concerned authorities. 26. To pay and allow all taxes, assessment charges, deduction, expenses and all other payment and outgoing whatsoever due and payable, to become due and payable to the authorities concerned for or on account of the Said Land and the New Project / properties developed on the Said Land. 27. Subject to receipt of the IFRSD as set out in the Joint Development Agreement, and complete compliance of Article 7 of the Joint Development Agreement, to create, modify and satisfy the mortgage, charges, lien, etc., over the Said Land and/or the joint development rights and/or the receivables arising out of the New Project. 28. To enter into, make, sign, and do all such contracts, agreements, deeds, assurances, instruments and things as may in the opinion of the Attorney be necessary or convenient or expedient for carrying out the purposes mentioned herein. 29. To file / defend any suit, proceedings, civil, revenue, or criminal before any court/officer/authority/Arbitrator at its own cost and expenses. The Attorney shall be entitled to prosecute / defend any such action in the original stage or in appeal, revision etc. up to the highest court or tribunal. The Attorney is entitled to engage counsel, to produce evidence, to give statement, to deposit or withdraw any amount in respect of the Said Land, to compromise any matter /proceedings, to suffer any decree, to execute a decree, to obtain possession, appoint arbitrator or commission. The Attorney shall be entitled to exercise the power to institute and defend litigation in respect of Said Land subject matter of Joint Development Agreement. The Attorney shall be competent to enter into any settlement pertaining to the Said Land or property in question, provided that such settlement does not give rise to any claim/ demand or recourse against the Executants. 30. To execute, sign and present and/or defend any type of suits, writs, complaints, petitions, revisions, written statements, appeals, applications, affidavits etc. in law courts i.e., Civil, Criminal or Revenue and/or Tribunal and to proceed in all proceedings before arbitrator or any other authority in our name and on our behalf in matters only concerning with the Said Land and/or New Project on the Said Land or any matter incidental thereto, at its own cost and expenses without any claim or recourse against the Executants. 31. To pay and allow all taxes assessment charges, deduction, expenses and all other payment and outgoing whatsoever due and payable, to become due and payable for or on account of the Said Land or property developed on the Said Land to the authorities concerned. 32. The Attorney shall exercise powers and execute documents by virtue of this Power of Attorney in accordance with the terms and conditions contained in the Joint Development Agreement and the Attorney shall be entitled to generally do all such acts, deeds and things as the Attorney deems fit and proper and which are necessary and incidental for achieving the objectives of Joint Development Agreement. This Power of Attorney shall co-exist and shall be co-terminus with the termination of the Joint Development Agreement and shall not be revoked during the subsistence of the Joint Development Agreement in accordance with the terms and conditions thereof as agreed to between the Parties thereto. AND GENERALLY to do and perform all acts, deeds, matters and things as may be necessary/ deemed fit and proper by the said Attorney for carrying out all or any matter for and in connection with and for the purposes of the conceptualization, execution, Implementation, development, construction and completion of the New Project over the Said Land as per the terms of the said the Joint Development Agreement. That said Attorneys may delegate all or any of the aforesaid powers to any of its employee/s / representatives with all or any of the said powers, and to cancel, withdraw and/or revoke the powers conferred upon such attorney. All the acts, deeds and things lawfully done or caused to be done by the Attorney(s) aforesaid as set out hereinabove, shall be deemed to have been done for and on behalf of the Executants and shall have the same effect as though the same have been done by the Executants and we do hereby state that all such acts, deeds and things done lawfully shall be ratified by the Executants. Executants shall not be liable for the illegal acts, deeds, things of the said Attorney. This Power of Attorney shall co-exist and shall be co-terminus with the Joint Development Agreement. Schedule-I M/s. Forsythia Propbuild Pvt. Ltd. Village Rectangle No. Revenue No. Area K – M Naurangpur 51 17/2min 1 – 15 51 17/3 1 – 5 51 24/2 5

For Forsythia Propbuild Pvt. Ltd.


Director/Attorney


Authorized Signatory

THE SEAL

MANESA



3. If the EXECUTANT/ATTORNEY/witness/identifier knowingly provides any false information related to the document, they shall be liable for legal action under Section 212 of the Bharatiya Nyaya Sanhita (BNS).

1. किसी दस्तावेज़ का पंजीकरण यह स्वतः नहीं दर्शाता कि संपत्ति का शीर्षक (मालिकाना हक) वैध है। यदि पंजीकरण के बाद शीर्षक को लेकर कोई विवाद उत्पन्न होता है, तो उसका समाधान विशिष्ट राहत अधिनियम, 1963 की धारा 13 के अंतर्गत सिविल न्यायालय के माध्यम से किया जाएगा।
2. पंजीकरण अधिनियम, 1908 की धारा 86 के अंतर्गत, कोई भी पंजीयन अधिकारी अपने आधिकारिक कर्तव्यों के दौरान सद्भावपूर्वक किए गए किसी कार्य या इनकार के लिए किसी मुकदमे, दावे या मांग के लिए उत्तरदायी नहीं होगा।
3. यदि पेशकर्ता/प्राधिकृत/गवाह/पहचानकर्ता दस्तावेज़ से सम्बंधित जानबुझ कर कोई भी गलत जानकारी देता है तो भारतीय दण्ड संहिता (BNS) की धारा 212 के अंतर्गत कानूनी कार्यवाही के लिए उत्तरदायी होगा।

दिनांक 24-11-2025

For Manesar Proprietary Private Limited

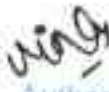

Director/Authorized Signatory

Manesar Developers Private Limited


Authorized Signatory


संयुक्ता उप पंजीयन अधिकारी, Manesar
Manesar (Gurgaon)



First Party (पेशकर्ता)	Second Party (प्राधिकृत)	Witness (गवाह)
		
  Director/Author Sign	 Boxacres Developers Private Limited Authorised Signatory	 

यह प्रलेख आज दिनांक 24-11-2025 दिन सोमवार समय 03:01:15 PM बजे FORSYTHIA PROPBUILD PRIVATE LIMITED THRU MR LAXMI NARAYAN, EMAAR INDIA LIMITED THRU MR NEETIN KUMAR निवासी Naurangpur(157) द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिये दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिये दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

उपरोक्त प्रस्तुतकर्ता FORSYTHIA PROPBUILD PRIVATE LIMITED THRU MR LAXMI NARAYAN, EMAAR INDIA LIMITED THRU MR NEETIN KUMAR, Boxacres Developers Pvt Ltd हाजिर हैं। प्रस्तुत प्रलेख के तथ्य को दोनों पक्ष ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन-देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/ KULDEEP Son (पुत्र) RAMESH SINGH, निवासी :- 723, KUNGAR, BHIWANI, HARYANA ; HARSH KUMAR SHARMA Son (पुत्र) KAILASH CHAND SHARMA, निवासी :- MAMTA NIWAS BLOCK C, MAIN GALI SNEH VIHAR, BHONDSI, GURUGRAM, ने की।

साक्षी सं. 1 को हम नबरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

दिनांक 24-11-2025

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक _____ आज दिनांक _____ को बही नं _____ जिल्द नं _____ के पृष्ठ नं _____ पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या _____ जिल्द नं _____ के पृष्ठ संख्या _____ से 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 24-11-2025


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


संयुक्त/ उप पंजीयन अधिकारी, Manesar
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Manesar (Gurgaon)

अस्वीकरण (Disclaimer):-

1. Registration of a document does not automatically validate the title of the property in case of any dispute regarding title arises after registration, remedy lies with the Civil Court under Section 13 of the Specific Relief Act, 1963.
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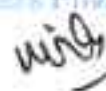
- 8 51 25/1 1 - 8 54 1/1 3 - 16 55 4/2 5 - 8 5 8 - 0 Total: 27 K - 0 M Or 3.375 acres IN WITNESS WHEREOF,
the Executants, have executed this Power of Attorney at Gurugram, Haryana on the 19th day of
November 2025, in presence of witnesses. EXECUTANTS ACCEPTED BY For FORSYTHIA PROPBUILD
PRIVATE LIMITED For BOXACRES DEVELOPERS PRIVATE LIMITED Name: Mr. Laxmi Narayan
Authorised Signatory Name: Mr. Vinay Kumar Verma (Authorised Signatory) For EMAAR INDIA LIMITED
(FORMERLY KNOWN AS EMAAR MGF LAND LIMITED) Name: Mr. Neetin Kumar (Authorized Signatory)

Witness: 1, 2,

For Forsythia Propbuild Private Limited



For Boxacres Developers Private Limited



Authorised Signatory



Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date: 24/11/2025 03:24 PM

GRN No: 142871261

Stamp Duty Paid: ₹
1000.00Registration Fees: ₹
100.00

Stamp No. : G0272025J4620

Seller / First Party Detail

Name: 1. FORSYTHIA PROPBUILD
PRIVATE LIMITED THRU MR.
LAXMI NARAYAN, 2. Emaar
India Limited Thru Mr. Laxmi
Narayan

Address: 306-308, Square One, D-2,
District Centre, Saket,

Mobile: ****9999

Buyer / Second Party Detail

Name: Boxacres Developers Pvt Ltd

Address: A/GF03, GROUND FLOOR,
KHASRA NOS. 368 TO 379,
371/1, SULTANPUR, NEW
DELHI

Mobile: ****5192

Purpose: POWER OF ATTORNEY



Government of Haryana / हरियाणा सरकार
Department of Revenue and Disaster Management / राजस्व एवं आपदा प्रबंधन विभाग
Joint/ Sub Registrar Office (संयुक्त/ उप-पंजीयक कार्यालय)

प्रतेख क्र.:151

पंजीकरण दिनांक:24/11/2025 03:24 PM

वसीका संबंधी विवरण (Token: GUR_MAN_NAU_999821131433573)

वसीका का नाम SPA (POWER OF ATTORNEY)			
जिला- Gurugram	तहसील/सब-तहसील- Manesar	स्थित- Urban within MC Limit	भौगोलिक स्थिति- Other Areas
नगर निगम - Manesar	गाँव/शहर- Naurangpur(157)	पंचायत - NA	कालोनी - Naurangpur
पता : Naurangpur(157), Manesar, Gurugram			भू-भाग का खण्ड : Naurangpur

धन संबंधी विवरण

लेन-देन राशि- 0.00 रुपये	कलेक्टर दर- रुपये	कुल स्टाम्प शुल्क- 1000.00 रुपये
कुल क्रेता- 1	स्टाम्प का मूल्य- 1000.00 रुपये	पंजीकरण फीस- 100.00 रुपये
ई-चातान:142871261	पेस्टिंग शुल्क - 3 रुपये	पुरुष क्रेता- 0
महिला क्रेता- 0	प्रारूपकर्ता - Citizen	विशेष/ सामान्य अभिकर्ता (SPA/ GPA) का नाम -
विलेख तैयार करने वाले का नाम- ANKIT YADAV		

Land Direction Remark : NA

For Forsythia Pvt

First Party (EXECUTANT) Details (प्रथम पक्ष (पेशकर्ता) विवरण)

[Signature]
Director/ Auth. Sign.

[Signature]
Authorized Signatory

Name	Mobile	ID Type	ID Proof	PAN Number	Gender	Address	Attendance Status	Sign
1. FORSYTHIA PROPBUILD PRIVATE LIMITED THRU MR. LAXMI NARAYAN	****9999	Aadhaar	****	****a/rH	NA	306-308, Square One, C-2, District Centre, Saket,	Present	<i>[Signature]</i>
2. Emaar India Limited Thru Mr. Laxmi Narayan	****8888	Aadhaar	****	****+p/b	NA	306-308, Square One, C-2, District Centre, Saket,	Present	<i>[Signature]</i>

Second Party (ATTORNEY) Details (दूसरा पक्ष (प्राधिकृत) का विवरण)

Name	Relation	Relative Name	Mobile	ID Type	ID Proof	PAN Number	Address	Gender	Transfer Hissa(In Marla)	Attendance Status	Sign
Boxacres Developers Pvt Ltd			****5192	NA	****	****	A/GF03, GROUND FLOOR, KHASRA NOS. 369 TO 379, 371/1, SULTANPUR, NEW DELHI	NA	0.00	Absent	<i>[Signature]</i>

General Power of Attorney Details (For Second Party)

Name	Relative Name	Relation	Mobile	ID Proof	Address	Gender	Attendance Status	Sign
Boxacres Developers Pvt Ltd (Authorized To) Vinay Kumar Verma	Ruby Verma	Son (पुत्र)	****5192	906501428207	SID 301, Emaar Palm Drive, Sector 85, South City II, Gurugram, Haryana	NA	Present	No Signature

Witness Details (गवाहों का विवरण)

Name	Relation	Relative Name	Mobile	ID Proof	Gender	Designation	Address	Attendance Status	Sign
KULDEEP	Son (पुत्र)	RAMESH SINGH	****0000	****8049	Male	Govt employee	KUNGAR BHIWANI HARYANA	Present	<i>[Signature]</i>
HARSH KUMAR SHARMA	Son (पुत्र)	KA/LASH CHAND SHARMA	****9999	****8447	Male	Other	SNEH VIHAR BHONDSI GURUGRAM HARYANA	Present	<i>[Signature]</i>

A legal or commercial agreement between two parties/ दो पक्षों के बीच कानूनी या व्यापारिक अनुबंध: SPECIAL POWER OF ATTORNEY This Special Power of Attorney ("SPA") is executed on this 19th day of November 2025 at Gurugram by: 1. FORSYTHIA PROPBUILD PRIVATE LIMITED (CIN: U45200DL2007PTC157785 and PAN: AABCF0500A) 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, C-2, District Centre, Saket, South Delhi, New Delhi - 110 017 acting through its Authorized, Signatory Mr. Laxmi Narayan (Aadhar Number: 8431 6003 1920), who has been duly authorized to sign and execute this Supplementary

Agreement and to appear and present this Supplementary Agreement for registration vide Board Resolution dated 17.10.2025 (hereinafter referred to as the "Landowner") of the FIRST PART; AND 2. Emaar India Limited [CIN: U45201DL2005PLC133161 and 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) - 122002 Haryana, acting through its Authorized Signatory Mr. Ashwani Singh duly authorized vide Board Resolution dated 19.05.2025 who has further authorized and appointed Mr. Neetin Kumar, for and on behalf of the Company to represent the Company for presentation of the present SPA for registration before the office of the concerned sub-registrar vide Authority Letter dated 17.10.2025, 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; The terms 'Landowners' and 'Company' shall be referred to as "Executants", which term and expression shall, unless repugnant to the context or meaning thereof, mean and include each of them, their respective successors-in-interest, and permitted assigns. IN FAVOUR OF 3. BOXACRES DEVELOPERS PRIVATE LIMITED (CIN: U70200DL2020PTC369545, and PAN: AAJCB2583R), a company existing under the Companies Act, 2013 and having its registered office at [Unit No. A/GF-03, Ground Floor, KH No. 369-379, 371/1, Village- Sultanpur, MG Centrum, New Delhi, India - 110030], acting through its Authorized Signatory Mr. Vinay Kumar Verma (PAN: AEEPV7387P; Aadhar 9065 0142 8207), who has been duly authorized to sign and execute this Special Power of Attorney vide Board Resolution dated 02.06.2025, hereinafter referred to as the "Developer", (which term or expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest, and permitted assigns). WHEREAS: A. The Landowner owns approximately 3.3750 acres (1.3658 hectare) of land located in the Revenue Estate of Village Naurangpur, Sector 79, Gurugram, Haryana, India ("Said Land"). The Said Land is described in the Schedule I hereto. B. The Executants being desirous of carrying out conceptualization, execution, implementation, development, construction and completion of a project over the Said Land, and in furtherance of the same, the Landowner had granted Development Rights in respect of the Said Land as described in Schedule - I to the Company vide definitive agreement(s) dated 20 January 2007 on the terms and conditions contained therein and as amended from time to time. C. The Executants have executed a Joint Development Agreement dated 19 April 2021, duly registered with the office of the Sub-Registrar, Manesar, under Registration No. 710, recorded in Book No. 1, Volume No. 277, on Page No. 21.25 and Additional Book 1, Vol. 1304 at pages no. 92 to 94 at the office of Sub-Registrar, Manesar, Gurugram, on 19 April 2021, as amended vide Supplementary Agreement dated 19-11-2025 (collectively referred to as "JDA") with the Developer, for the joint development of the Said Land on the terms and conditions contained and set out therein. D. In terms of the JDA, the Executants have now agreed to grant certain powers and authority(ies) to the Attorney (as-defined hereinafter) for carrying out, undertaking and performing certain acts and for exercising certain powers and authorities in respect of the Said Land and the New Project to be executed, implemented, developed and completed thereon. NOW BY THIS POWER OF ATTORNEY, the Executants do hereby, nominate, constitute, appoint, authorize and empower Boxacres Developers Private Limited (i.e. the Developer) and its Directors and/or any other person nominated by the Directors of Boxacres Developers Private Limited from time to time (hereinafter referred to as the "Attorney") as its true and lawful constituted Attorney of the Executants to do all acts, matters and things and/or execute, perform or cause to be done, executed and performed from time to time, at its sole discretion, the following acts, deeds and for and on behalf of Executants: 1. To apply for and obtain Letter of Intent, New License, (including its renewal/ extension) with regard to the Said Land from Director General, Town and Country Planning ('DTCP'), and other authorities, to sign LC-1, apply, sign and submit the layout plans, undertakings, bank guarantees, affidavits, declaration, zoning, etc. for the purpose of obtaining permission, no objection, sanctions or approvals for the development on the Said Land; 2. To make, sign, execute, present and submit any applications, plans, documents, affidavits, undertakings, etc. in the office of Government authorities/ revenue authorities / departments, etc. and in particular for the purpose of obtaining any permissions, sanctions, consent, no objection, approval, etc. that may be required for the purposes of obtaining the Letter of Intent/ New License for the execution, implementation, development, construction and completion of the New Project over the Said Land; 3. To

For this

Authorized Signatory

make, sign, execute, present and submit challans for depositing license fees, external development charges, internal development charges, infrastructure augmentation charges, scrutiny fees and all other fees and charges payable to DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Bye-laws thereunder and various other departments of the Government of Haryana, Government of India, and other regulatory authorities / competent authorities / government authorities for and in connection with and for the purposes of obtaining the Letter of Intent/ New License for the execution, implementation, development, construction and completion of the New Project over the Said Land; 4. To appear before and represent before and make submissions to DGTCP, Assistant Director Urban Estate, Department of Urban Development, DTCP, various departments of the Government of Haryana under the Haryana Urban Development laws and / or the Rules and Byelaws thereunder and various other departments of the Government of Haryana, Government of India, other competent authorities including but not limited to Haryana Shehri Vikas Pradikaran ('HSVP'); Municipal Corporation Gurugram ('MCG'); Gurugram Metropolitan Development Authority ('GMDA'), State Environment Impact Assessment Authority Haryana, Airport Authority of India and other regulatory authorities / competent authorities / statutory authorities / government authorities for and in connection with and solely for the purposes of obtaining the Letter of Intent/ New License for the execution, implementation, development, construction and completion of the New Project over the Said Land or any Government Authority, Department, statutory body or other designated authority as may be required from time to time so as to carry out any of the purposes, intent or powers mentioned in this presents and to make, sign and submit any application, reply, affidavit, undertaking, agreement, guarantee, compromise, representation, petition, withdrawal, etc.; AND GENERALLY to do and perform all acts, deeds, matters and things as may be necessary/deemed fit and proper by the said Attorney for carrying out all or any matter for and in connection with and for the purposes of obtaining New License/s for development of the New Project over the Said Land as per the terms of the said JDA. That the said Attorney may delegate all or any of the aforesaid powers to its employees or representatives with any or all of the aforesaid powers, and to cancel, withdraw and/or revoke the powers conferred upon such Attorney hereunder. All lawful acts, deeds, things done or caused to be done by the Attorney(s) aforesaid as set out hereinabove, shall be deemed to have been done for and on behalf of the Executants and shall have the same effect as though the same have been done by the Executants and We do hereby state that all such acts, deeds and things done lawfully shall be ratified by the Executants. The Executants shall not be liable for the illegal acts, deeds, things of the said Attorney. All capitalized terms used herein but not defined shall have the meaning assigned to such terms in the JDA. All the powers and authorizations exercised under and in terms of this SPA shall be carried out and undertaken in pursuance of and to the extent as specifically and expressly agreed to in the JDA. SCHEDULE-I DETAILS OF THE SAID LAND Village Sector Rect. No. Revenue No. Revenue Extn. No. Kanal Marla Present Company Area in Acres Naurangpur Sector 79 51 17 3 1 5 Forsythia Propbuild Private Limited 0.1563 Naurangpur Sector 79 51 17 2min 1 15 FORSYTHIA PROPBUILD PRIVATE LIMITED 0.2188 Naurangpur Sector 79 51 24 2 5 8 FORSYTHIA PROPBUILD PRIVATE LIMITED 0.6750 Naurangpur Sector 79 51 25 1 1 8 FORSYTHIA PROPBUILD PRIVATE LIMITED 0.1750 Naurangpur Sector 79 54 1 1 3 16 FORSYTHIA PROPBUILD PRIVATE LIMITED 0.4750 Naurangpur Sector 79 55 4 2 5 8 FORSYTHIA PROPBUILD PRIVATE LIMITED 0.6750 Naurangpur Sector 79 55 5 0 8 0 FORSYTHIA PROPBUILD PRIVATE LIMITED 1.0000 3.3750 MAP OF THE SAID LAND IN WITNESS WHEREOF, the EXECUTANT through its duly authorised representative has set forth their hands to this writing on this 19th day of November 2025. EXECUTED AND DELIVERED BY: SIGNED AND DELIVERED For and on behalf of FORSYTHIA PROPBUILD PRIVATE LIMITED (the Landowner) By: Mr. Laxmi Narayan (Authorized Signatory) For and on behalf of EMAAR INDIA LIMITED (the Company) By: Mr. Neetin Kumar (Authorized Signatory) SIGNED AND DELIVERED Accepted by: For and on behalf of BOXACRES DEVELOPERS PRIVATE LIMITED By: Mr. Vinay Kumar Verma (Authorized Signatory) WITNESSES: 1. 2.




Boxacres - P

ma Limited

Authorized Signatory

First Party (पेशकर्ता)	Second Party (प्राधिकृत)	Witness (गवाह)
		
	 Private Limited Authorized Signatory	

यह प्रलेख आज दिनांक 24-11-2025 दिन सोमवार समय 03:24:09 PM बजे 1. FORSYTHIA PROPBUILD PRIVATE LIMITED THRU MR. LAXMI NARAYAN, 2. Emaar India Limited Thru Mr. Laxmi Narayan निवासी Naurangpur(157) द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिये दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है।

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिये दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

उपरोक्त प्रस्तुतकर्ता 1. FORSYTHIA PROPBUILD PRIVATE LIMITED THRU MR. LAXMI NARAYAN, 2. Emaar India Limited Thru Mr. Laxmi Narayan, Boxacres Developers Pvt Ltd हाजिर हैं। प्रस्तुत प्रलेख के तथ्य को दोनों पक्ष ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि क्रेता ने मेरे समक्ष विक्रेता को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के सेन-देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/ KULDEEP Son (पुत्र) RAMESH SINGH, निवासी :- KUNGAR BHIWANI HARYANA; HARSH KUMAR SHARMA Son (पुत्र) KAILASH CHAND SHARMA, निवासी :- SNEH VIHAR BHONDSI GURUGRAM HARYANA ने की।

साक्षी सं. 1 को हम नबरदार/अधिकता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

दिनांक 24-11-2025

संयुक्त/उप पंजीपन अधिकारी, Manesar
Manesar (Gurgaon)

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक _____ आज दिनांक _____ को बही नं _____ जिल्द नं _____ के पृष्ठ नं _____ पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या _____ जिल्द नं _____ के पृष्ठ संख्या _____ से _____ पर विपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 24-11-2025

संयुक्त/उप पंजीपन अधिकारी, Manesar
Manesar (Gurgaon)

अस्वीकरण (Disclaimer):-

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3. If the EXECUTANT/ATTORNEY/witness/identifier knowingly provides any false information related to the document, they shall be liable for legal action under Section 212 of the Bharatiya Nyaya Sanhita (BNS).

1. किसी दस्तावेज़ का पंजीकरण यह स्वतः नहीं दर्शाता कि संपत्ति का शीर्षक (मालिकाना हक) वैध है। यदि पंजीकरण के बाद शीर्षक को लेकर कोई विवाद उत्पन्न होता है, तो उसका समाधान विशिष्ट राहत अधिनियम, 1963 की धारा 13 के अंतर्गत सिविल न्यायालय के माध्यम से किया जाएगा।
2. पंजीकरण अधिनियम, 1908 की धारा 86 के अंतर्गत, कोई भी पंजीयन अधिकारी अपने आधिकारिक कर्तव्यों के दौरान सद्भावपूर्वक किए गए किसी कार्य या इनकार के लिए किसी मुकदमे, दावे या मांग के लिए उत्तरदायी नहीं होगा।
3. यदि पेशकर्ता/प्राधिकृत/गवाह/पहचानकर्ता दस्तावेज़ से सम्बंधित जानकारी देता है तो भारतीय दण्ड संहिता (BNS) की धारा 212 के अन्तर्गत कानूनी कार्यवाही के लिए उत्तरदायी होगा।

दिनांक 24-11-2025

For Forsythia Private Limited
(Authorized Sign)



Forsythia Private Limited

Authorized Signatory


संयुक्त/उप पंजीयन अधिकारी, Manesar

Joint Registrar
Manesar (Gurgaon)

