भारतीय गैर न्यायिक

एक सौ रुपये **Rs. 100**

ONE HUNDRED RUPEES

रु. 100

भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

BC 082137

2065

CERTIFICATE

In pursuance of the order of the collector No. 59B

dated 11.04.2012 passed under Section 10-A at the stamp act is certified that an amount of Rs. 73,17,000=/- in words (Rs. Seventy three Lac Seventeen thousand only Only) has been paid by Omaxe Ltd. in cash as stamp duty in respect of this instrument in the State Bank of India Lucknow by Challan No. 0.0.8.0.0.1.7 dated 30.07.2012 a copy of which is annexed herewith.

Dated. 31.07.2012

Chief Treasury Officer
Lucknow

31/07/2012

For RIVAAR MGF LAND PVT. LTD.
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For Acutech Estates Private Limited
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

For ADZE PROPERTIES PVT. LTD.
Auth. Signatory

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

For Accessible Developers Pvt. Ltd.
Auth. Signatory

(प्रस्तर 417 एवं 478 देखिए)

धनराशि जमा करने का चालान फॉर्म

2. उपकोषागार / बैंक का नाम व शाखा State Bank of India, Government Business Branch, Lucknow

1. जिस व्यक्ति (पदनाम कद आवश्यक हो) या संस्था के नाम से धनराशि जमा की जा रही है Emaar (I) Joint its Registered Office at

उसका नाम 21, L.S.C. Kalkaji, New Delhi, and Regional Office at Sushant Golf City

2. पता Tower, Vibhuti Khand, Gomti Nagar, Lucknow

3. पंजीकरण संख्या / पक्ष का नाम वाद संख्या —

(यदि आवश्यक हो) —

4. जमा की जा रही धनराशि का पूर्ण विवरण For Court Stamp & Refund Seventy Three Lac Seventeen Thousand

(धनराशि किस हेतु जमा की जा रही है तथा किस विभाग के पक्ष में जमा की जा रही है)

5. चालान की सकल राशि Seventy Three Lac Seventeen Thousand only

6. चालान की निवल राशि Seventy Three Lac Seventeen Thousand only

7. लेखा शीर्षक का पूर्ण विवरण/लेखा शीर्षक की मुहर : 0030-टिकट तथा स्टाम्पपत्र का 02-न्यायालय 103-स्टाम्पों की बिक्री 7303-(SAS) (Court stamp)

8. लेखा – शीर्षक की 13 डिजिट कोड

मुख्य लेखा–शीर्षक	उप मुख्य–शीर्षक	लघु–शीर्षक	उप–शीर्षक	योजना/स्कीम	धनराशि (अंकों में)
0030	02	102	00	00	73,17,000=00

For Accession Buildwell Pvt. Ltd. Auth. Signatory

For GEODESY PROPERTIES PVT. LTD. Auth. Signatory

धनराशि (शब्दों में) A. 73,17,000=00

चालान में लेखा–शीर्षक की पुष्टि करने वाले विभागीय अधिकारी के हस्ताक्षर मुहर सहित

For CRONY BUILDERS PVT. LTD. Auth. Signatory

जमाकर्ता का नाम व हस्ताक्षर (DEEPAK SAHGAL & SUMAN)

केवल उपकोषागार/बैंक के प्रयोगार्थ

चालान संख्या ..... अंको में रू०

दिनांक .....

शब्दों में रू० (RUPEES)

For ADZE PROPERTIES PVT. LTD. Auth. Signatory

For EMAAR MGF LAND PVT. LTD. Auth. Signatory

For Acutech Estates Private Limited

30 JUL 2012

For GRADIENT DEVELOPERS PVT. LTD. Auth. Signatory

प्राप्त किया

प्राप्तकर्ता के हस्ताक्षर उपकोषागार/बैंक की मुहर सहित

भाग 1

! प्रस्तुतकर्ता अथवा पार्टी द्वारा रखा जाने वाला ।,

उप निबंधक कार्यालय क्र.सं0 20645

अलमड़

दे.। का प्रार्थना पत्र प्रस्तुत करने का दिनांक 03-Aug-2012

प्रस्तुतकर्ता या पार्टी का नाम इमार एम0जी0एफ0 लैण्ट लि0 द्वारा अधि0हस्0 ः

लेख का प्रकार विक्रय अनुबंध विलेख

प्रतिफल की धनराशि 52,875.00(/ 0.00

1. रजिस्ट्रीकरण शुल्क 10,000.0
2. प्रतिलिपिकरण शुल्क 40
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणी करण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि
7. यात्रिक भत्ता

1 से 6 तक का योग 10,040.0

शुल्क वसूल करने का दिनांक 03-Aug-2012

दिनांक: कब लेख प्रतिलिपि या तलाश प्रमाण पत्र

अपन करने के लिए तैयार किया 03-Aug-2012

उप निबंधक (हवेली)

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

भाग 1

DETAILS OF INSTRUMENT IN SHORT

Nature of land	:	Agriculture
Pargana	:	Lucknow
Mohalla/Village	:	Sarsawan & Ahimamau
Details of Property (Property No.)	:	
Standard of measurement	:	Hectare
Total Area of Property	:	10.5750 Hectare
Valuation	:	Rs. 5,28,75,000/-
Stamp Duty Paid	:	Rs.73,17,100/-
Boundaries	:	
As given in Schedule		

Details of First Party

EMAAR MGF LAND LIMITED, a company incorporated and registered under provisions of the Companies Act, 1956, and having its Registered Office at "ECE, House", 28, Kasturba Gandhi Marg, New Delhi- 110001, through its authorized signatory Mr. Abhay Kumar Mishra S/o. Shri B. L. Mishra

ACCESSION BUILDWELL PRIVATE LIMITED, is a company incorporated and registered under provisions of the Cornpanies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Sri Ramesh Chandra Bajpai

ACUTECH ESTATES PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "17-B, Asaf Ali Road, New Delhi-110002 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai

ADZE Properties Private Limited, is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", Ist Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o. Shri Ramesh Chandra Bajpa

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For Acutech Estates Private Limited

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

CRONY BUILDERS PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", Ist Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o. Shri Ramesh Chandra Bajpai
GEODESY PROPERTIES PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai
GRADIENT DEVELOPERS PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", lst Floor, 28. Kasturba Gandhi Marg, New Delhi-1 10001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai
HAMLET BUILDWELL PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1" Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai
NAAM PROMOTERS PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act 1956, having its Registered Office at "17-B, Asaf Ali Road, New Delhi-110002 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai
PERPETUAL REALTORS PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Olfice at "ECE House", 1" Floor, 28. Kasturba Gandhi Marg, New Delhi-l10001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai
PUSHKAR PROJECTS PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "17-B, Asaf Ali Road,

For Accession Buildwell Pvt. Ltd.

Authorised Signatory

For GRADIENT DEVELOPERS PVT. LTD.

Auth. Signatory

For EMAAR MGF LAND PVT. LTD.

Auth. Signatory

For CRONY BUILDERS PVT. LTD.

For Acutech Estate

New Delhi-110002 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai
SANSKAR BUILDWELL PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House". 1" Floor, 28. Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai
SARVPRIYA REALTORS PRIVATE LIMITED, is a company incorporated and registered under provisions of the Companies Act. 1956, having its Registered Office at "ECE. House", lst Floor, 28, Kasturba Gandhi Marg. New Delhi-l 10001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai
Details of Second Party
OMAXE LIMITED, a Company incorporated and registered under provisions of the Companies Act, 1956, and having its Registered Office at Omaxe House, 7-Local Shopping Centre, Near Post Office, Kalkaji, New Delhi- 110019, through its authorized signatory Mr. Ashok Kumar Upadhyaya S/o. Shri Paras Nath Upadhyaya

For Acclassio Buildwell Pvt. Ltd.
Authorised Signatory

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For Acrutech Estates Private Limited
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

For MAXE PROPERTIES PVT. LTD.

For OMAXE LIMITED

JOINT DEVELOPMENT AGREEMENT

This Agreement is executed at Lucknow on 31st day of July, 2012

BY & AMONGST

M/s Emaar MGF Land Limited, a company incorporated and registered under provisions of the Companies Act, 1956, and having its Registered Office at "ECE House", 28, Kasturba Gandhi Marg, New Delhi-110001, through its authorized signatory Mr. Abhay Kumar Mishra S/o Shri B. L. Mishra (Hereinafter referred to as the "**Emaar MGF**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Accession Buildwell Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**ABPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Acutech Estates Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "17-B, Asaf Ali Road, New Delhi-110002 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**AEPL**" which expression shall, unless repugnant or opposed to the context

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

For GRADIENT DEVELOPERS PVT. LTD
Auth. Signatory

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For Acutech Estates Private Limited
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

For AOZE PROPERTIES PVT. LTD.

thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s ADZE Properties Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**ADZE**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Crony Builders Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**CBPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Geodesy Properties Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**GPPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Gradient Developers Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**GDPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

For GRADIENT DEVELOPERS PVT. L

Auth. Signat

For Accession Buildwell Pvt. Ltd.

Authorised Signatory

For EMAAR MGF LAND PVT. LTD.

Auth. Signatory

For CRONY BUILDERS PVT. LTD.

Auth. Signatory

For Acutech Estates Private Limited

Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

AND

M/s Hamlet Buildwell Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**HBPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Naam Promoters Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "17-B, Asaf Ali Road, New Delhi-110002 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**NPPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Perpetual Realtors Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**PRPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Pushkar Projects Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "17-B, Asaf Ali Road, New Delhi-110002 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**PPPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

For Acutech Estates Private Limited
Auth. Signatory

AND

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For ADZE PROPERTIES PVT. LTD.
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.

For OMAXE LIMITED

M/s Sanskar Buildwell Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**SBPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Sarvpriya Realtors Private Limited is a company incorporated and registered under provisions of the Companies Act, 1956, having its Registered Office at "ECE House", 1st Floor, 28, Kasturba Gandhi Marg, New Delhi-110001 through its authorized signatory Mr. Ashu Bajpai S/o Shri Ramesh Chandra Bajpai (Hereinafter referred to as the "**SRPL**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

AND

M/s Omaxe Limited, a company incorporated and registered under provisions of the Companies Act, 1956, and having its Registered Office at Omaxe House, 7- Local Shopping Centre, Near Post Office, Kalkaji, New Delhi- 110 019, through its authorized signatory Mr. Ashok Kumar Upadhyay S/o Late Shri Paras Nath Upadhyay (Hereinafter referred to as the "**Omaxe/ Developer**" which expression shall, unless repugnant or opposed to the context thereof, mean and include its successors in business, representatives and assigns etc.).

Hereinafter AEPL, ADZE, CBPL, GPPL, GDPL, HBPL, NPPL, PRPL, PPPL, SBPL and SRPL, having ownership / development rights, are collectively referred to as "**Land Owners**" and individually referred to as "**Land Owner**"

Hereinafter the all the party mentioned above are collectively referred to as "Parties" and individually as "Party", as the context demands.

WHEREAS:

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For Acutech Estates Private Limited
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

For OMAXE (MEERUT) LTD.

A. Land Owners are jointly/severally in possession of and title holder / development right holder, of all and singular pieces or parcels of lands, hereditaments and premises as more particularly described in **Schedule I** (hereinafter referred to as "**Project Land**"). The Project Land is admeasuring 26.131 acres.

B. The Land Owners and Emaar MGF had entered into and executed respective Agreements in the year 2006, for development on the respective land parcels including the Project Land upon the terms and conditions contained therein (hereinafter referred to as "**Agreements**").

C. By virtue of Consortium Agreements dated 21.06.2006 and 10.01.2007 executed by and amongst Emaar MGF and the Land Owners and certain other land owning companies, Emaar MGF was appointed as private developer and was further granted development related rights and privileges of a developer in respect of respective land parcels including the Project Land upon the terms and conditions contained in such Consortium Agreements.

D. The Land Owners and Emaar MGF further amended the aforesaid Collaboration Agreements by executing respective Amendatory Agreements each dated 31.01.2011.

E. Pursuant to such Amendatory Agreements, ABPL, Emaar MGF and the Land Owners have executed respective agreements each dated 31.01.2011 in respect of the respective land parcels including the Project Land, and pursuant thereto, it has been agreed that on occurrence of certain replacement event, the development related rights and privileges of a developer in respect of such land parcels including the Project Land will be transferred unto ABPL w.e.f. the date of occurrence of the said replacement event. Emaar MGF and ABPL confirm that such replacement event has not occurred till the date of execution of this Agreement. The said agreement was further amended to limited extent on 21.03.2011.

F. Emaar MGF, ABPL, Land Owners and/or certain other land owning companies have entered into various agreements, deeds and arrangements including but not limited to Property Custody Agreement, Trust deed etc. for a financial facility availed by ABPL, with (i) Credit Suisse AG, Singapore Branch, having its principal address at One Raffles Link, #03-04/01, South Lobby, Singapore 039393 (hereinafter referred to as "**Credit Suisse**"); and/or (ii) IDBI

For Accession Buildwell Pvt. Ltd. For GRADIENT DEVELOPERS PVT. LTD

Authorised Signatory Auth. Signatory

For EMAAR MGF LAND PVT. LTD.

Auth. Signatory

For CRONY BUILDERS PVT. LTD.

Auth. Signatory

For Acutech Estates Private Limited

Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.

Trusteeship —— Services Limited, a company incorporated and registered under provisions of the Companies Act, 1956, and having its Registered Office at Ground Floor, Asian Building, 17, R. Kamani Marg, Ballard Estate, Mumbai – 400001 (hereinafter referred to as "**IDBI**") in respect of the various land parcels including the Project Land upon the terms and conditions contained therein. Pursuant to such agreements, deeds and arrangements, the respective title deeds of the said various land parcels including the Project Land have been placed in safe custody with IDBI. The title deeds deposited with IDBI can be released and delivered to the Emaar MGF, ABPL and/or Land Owner in accordance with the provisions of the Property Custody Agreement and other related agreements and arrangements.

G. Out of the Project Land admeasuring 26.131 acres, land admeasuring 0.378 acres owned by Geodesy Properties Private Limited is a subject matter of a court case and will deemed to be included in the Project Land only after the disposal of the said court case in favour of Geodesy Properties Private Limited.

H. Omaxe, vide its letter dated 05.09.2011 has advised that the Project Land is falling under the area to be developed as an integrated township being developed by them. Omaxe has also advised that its licence application for this integrated township has already been approved by the State Government of Uttar Pradesh. As per the policy of State Government of Uttar Pradesh for integrated township, land falling in an integrated township is either to be offered to the developer, whose license application is approved, or it is compulsorily acquired by the State Govt. under the Land Acquisition Act, 1894 for the benefit of the such developer.

I. The Project Land is falling under the project area to be developed by Omaxe, and further, Omaxe is desirous to develop the Project Land under their approved project and has approached Emaar MGF seeking grant of certain development rights (hereinafter referred to as "**Development Rights**") in respect of the Project Land to Omaxe on revenue sharing basis.

J. In view of above and since the Project Land is falling under the approved integrated township project area being developed by Omaxe, subject to necessary approvals and permissions, Emaar MGF, ABPL and the Land Owners proposed to enter into a Memorandum of Understanding (**MOU**) and the present Joint Development Agreement

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For Acutech Estates Private Limited
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.

for the Project Land with Omaxe (hereinafter referred to as "**Joint Development Agreement**"), whose application is approved by the State Government as aforesaid.

K. Subject to the (i) non-occurrence of the replacement event as contained in the aforesaid agreements referred to in recital 'E'; and (ii) release of the title deeds / issuance of NOC for entering into a Joint Development Agreement in respect of the Project Land by IDBI in accordance with the provisions of Property Custody Agreement and other related agreements, Emaar MGF represented that under the Agreements, Emaar MGF was/is fully competent to enter into Joint Development Agreement for the purpose of development in respect of the Project Land.

L. Each of the Parties hereto acknowledged that they had reviewed all the agreements / documents referred herein and understood that till the time the release process is completed and the title deeds of the Project Land are released or NOC is issued, the possession of the Project Land could never be given to Omaxe and no right / privileges, whatsoever, could be created in the Project Land by Emaar MGF, ABPL and/or Land Owners in favour of Omaxe.

M. Each of the Parties hereto acknowledged and understood that Parties could enter into Joint Development Agreement in respect of the Project Land only from and after the release of the title deeds or issuance of NOC in respect of the Project Land by IDBI.

N. On the basis, inter alia, of the aforesaid representations of Emaar MGF and ABPL, Omaxe agreed to take on certain Development Rights in respect of the Project Land on revenue sharing basis, to be mutually decided by the Parties and which shall also form part of the present Joint Development Agreement. However, in order to secure such revenue sharing on completion of the project and sale thereof, Omaxe agreed to enter into an MOU and the present Joint Development Agreement and further agreed to deposit a refundable security deposit with Emaar MGF at the rate of Rs. 56,00,000/- (Rupees Fifty Six Lacs Only) per acre i.e. Rs. 14,63,33,600/- (Rupees Fourteen Crores Sixty Three Lacs Thirty Three Thousands and Six Hundred Only) of the Project Land subject to the arrangement as may be agreed between the Parties under the proposed Joint Development Agreement in line with the Agreements. It would be the responsibility of the Emaar MGF, ABPL and Land Owners to honor all the previous agreements and to

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

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take appropriate and necessary waivers and permissions as may be required for entering into the Joint Development Agreement with Omaxe.

O. Parties further agreed that after the release of title deeds or issuance of NOC for entering into present Joint Development Agreement in respect of the Project Land by IDBI, Emaar MGF, Land Owners and ABPL shall enter into present Joint Development Agreement in respect of the Project Land admeasuring 26.131 acres with Omaxe on revenue sharing basis and also on the line of Agreements with respect to the Project Land in this regard within 30 days from the receipt of the title deeds or NOC by the Emaar MGF, ABPL and/or Land Owners.

P. It was mutually agreed that for due performance of the obligations undertaken under the MOU and the proposed Joint Development Agreement to be executed amongst Emaar MGF, Land Owners, ABPL and Omaxe on the line of Agreements, the Omaxe shall deposit a refundable security deposit with Emaar MGF at the rate of Rs. Rs. 56,00,000/- (Rupees Fifty Six Lacs Only) per acre i.e. Rs. 14,63,33,600 (Rupees Fourteen Crores Sixty Three Lacs Thirty Three Thousand Six Hundred Only) of the Project Land, in the following manner:

(a) At the time of signing of MOU Omaxe shall pay a sum of Rs. 10,00,000/- (Rupees Ten Lacs Only) per acre i.e. Rs. 2,61,31,000/- (Rupees Two Crores Sixty One Lacs Thirty One Thousand Only) of the Project Land out of the total refundable security deposit of Rs. Rs. 56,00,000/- (Rupees Fifty Six Lacs Only) per acre i.e. Rs. 14,63,33,600 (Rupees Fourteen Crores Sixty Three Lacs Thirty Three Thousand Six Hundred Only) of the Project Land in advance to Emaar MGF at the time of signing MOU.

(b) Within 7 days from the date of signing the MOU, Omaxe shall deposit the balance security deposit at the rate of Rs. 46,00,000/- (Rupees Forty Six Lacs Only) per acre i.e. Rs. 12,02,02,600/- (Rupees Twelve Crores Two Lacs Two Thousand Six Hundred Only) of the Project Land in an Escrow Account to be maintained with a bank selected jointly by the Parties.

(c) After the release of title deeds or issuance of NOC by IDBI, and upon execution of the proposed detailed Joint Development Agreement to be executed amongst Emaar MGF, ABPL, Land

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Owners and Omaxe ———————— on the lines of Agreements granting certain development rights in respect of the Project Land to Omaxe, out of the balance security deposit at the rate of Rs. 12,02,02,600/- (Rupees Twelve Crores Two Lacs Two Thousand Six Hundred Only) Rs. 11,84,63,800/- (Rupees Eleven Crores Eighty Four Lacs Sixty Three Thousand Eight Hundred Only) and interest, if any, for the Project Land shall also be paid to Emaar MGF from the abovesaid Escrow Account.

(d) After the decision of the court in favour of the Emaar MGF, for the land admeasuring 0.378 acres owned by Geodesy Properties Private Limited, the bank with whom the Escrow Account shall be maintained shall pay the remaining amount of Rs. 17,38,800/- (Rupees Seventeen Lacs Thirty Eight Thousand Eight Hundred Only) and interest, if any, to the Emaar MGF and if the Court decides the case otherwise the bank shall pay the amount to the Omaxe.

(e) In the event, the title deeds are not released or NOC is not granted by IDBI, the balance security deposit amounting to Rs. 46,00,000/- (Rupees Forty Six Lacs Only) per acre i.e. Rs. 12,02,02,600 (Rupees Twelve Crores Two Lacs Two Thousand Six Hundred Only) of the Project Land shall be refunded to Omaxe by the bank, with whom Escrow Account shall be maintained.

(f) In the event IDBI does not release title deeds or issue NOC within 90 days from the date of signing MOU or within the mutually extended period, the MOU shall stand terminated, and in such an event, Emaar MGF shall (i) refund the advance security deposit at the rate of Rs. 10,00,000/- (Rupees Ten Lacs Only) per acre i.e. Rs. 2,61,31,000/- (Rupees Two Crores Sixty One Lacs Thirty One Thousand Only) of the Project Land to Omaxe; and (ii) pay a damages to Omaxe at the rate of Rs. Rs. 19,00,000/- (Rupees Nineteen Lacs Only) per acre i.e. Rs. 4,96,48,900/- (Rupees Four Crores Ninty Six Lacs Forty Eight Thousands Nine Hundreds Only) of the Project Land. The said amount of damages is a pre-estimated amount agreed by the Parties as compensation to Omaxe for the loss of business opportunity. This amount shall be payable in addition to the refund of the (i) advance security deposit at the rate of Rs. Rs. 10,00,000/- (Rupees Ten Lacs Only) per acre i.e. Rs. 2,61,31,000/- (Rupees Two Crores Sixty One

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Lacs Thirty One ——————— Thousand Only) of the Project Land; and (ii) balance security deposit at the rate of Rs. 46,00,000/- (Rupees Forty Six Lacs Only) per acre i.e. Rs. 12,02,02,600 (Rupees Twelve Crores Two Lacs Two Thousand Six Hundred Only) of the Project Land.

(g) In the event if the MOU is terminated the Bank with whom the Escrow Account shall be opened as per the Clause 3 (b) shall refund the whole amount deposited with the bank in the Escrow account to the Omaxe within 30 days from the date of the termination of the MOU.

(h) In the event if the MOU is terminated, in addition to the above clause 3 (f) Emaar MGF shall pay the interest @ 16% per annum to the Omaxe form the date of expiry of the 30 days from the date of termination of the agreement to the date of the payment of the advance security to Omaxe.

Q. Pursuant to the above said understanding, Emaar MGF, ABPL, Land Owners and Omaxe entered into and executed an MOU recording basic terms and conditions of the arrangements between the Parties qua the Project Land. Further, Omaxe paid a sum of Rs. 10,00,000/- (Rupees Ten Lacs Only) per acre i.e. Rs. 2,61,31,000/- (Rupees Two Crores Sixty One Lacs Thirty One Thousand Only) of the Project Land vide Cheque No. 000627 dated 16.09.2011 for a sum of Rs. 2,61,00,000/- (Rupees Two Crores Sixty One Lacs Only) and Cheque No. 000629 dated 19.09.2011 for a sum of Rs. 31,000/- (Rupees Thirty One Thousands Only) both drawn on HDFC Bank, M. G. Road, Hazratganj, Lucknow payable at par out of the total refundable security deposit of Rs. 56,00,000/- (Rupees Fifty Six Lacs Only) per acre i.e. Rs. 14,63,33,600/- (Rupees Fourteen Crores Sixty Three Lacs Thirty Three Thousand Six Hundred Only) of the Project Land in advance to Emaar MGF at the time of signing MOU.

R. Within 7 days from the date of signing MOU, Omaxe deposited the balance security deposit amounting to Rs. 46,00,000/- (Rupees Forty Six Lacs Only) per acre i.e. Rs. 12,02,02,600/- (Rupees Twelve Crores Two Lacs Two Thousand Six Hundred Only) of the Project Land in an Escrow Account maintained with the bank viz. The Hongkong and Shanghai Banking Corporation Limited

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S. In order to enter into the present Joint Development Agreement for the Project Land with Omaxe, Emaar MGF approached the Credit Suisse / IDBI for the release of title deeds / issuance of NOC. Now the said NOC has been issued to Emaar MGF for entering into the present Joint Development Agreement between the parties hereto in respect of the project land.

T. The Parties, relying upon the confirmations, representations and assurances as made by each other to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in this Joint Development Agreement in good faith, are now desirous and willing to execute this Joint Development Agreement on the terms and conditions as contained hereinafter.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

That the subject matter of this Agreement is the Development Rights of the Project Land admeasuring 26.131 acres more particularly described in **Schedule I**.

1. DEFINITIONS AND INTERPRETATION

For Definitions and Interpretations kindly refer to **Schedule II**

2. GRANT OF DEVELOPMENT RIGHTS

2.1. Emaar MGF has under this Agreement granted the Development Rights over the Project Land to the Developer, who shall be entitled to enter upon the Project Land or any part thereof to undertake the development and construction work on the Project Land. The Developer may undertake the same either by itself or delegate through competent contractors, including those appointed as the Project Team, and sub-divide the work or appoint sub-contractors as it may deem fit and proper.

2.2. After execution of the present Joint Development Agreement and simultaneous to the release of the balance security deposit at the rate of Rs. 46,00,000/- (Rupees Forty Six Lacs Only) per acre i.e. Rs. 12,02,02,600 (Rupees Twelve Crores Two Lacs Two Thousand Six Hundred Only) of the Project Land to

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Emaar MGF from the Escrow Account, on production of the present Joint Development Agreement, the actual, physical, vacant possession of the Project Land shall be transferred to the Developer, for the purpose of developing the Project in terms of this Agreement for the aforesaid purpose.

2.3. Emaar MGF hereby assigns its exclusive development rights to the Developer, to enter upon the Project Land or any part thereof, and develop the same in terms of this agreement for the construction of Buildings and development of the Project. Emaar MGF further agrees to exclusively permit and authorize the Developer, its agents, servants, associates and any Person claiming through or under them to enter upon the Project Land for executing and implementing the Project in accordance with this agreement.

2.4. Emaar MGF, ABPL and Land Owners hereby agree not to disturb, interfere with or interrupt the construction and development activities carried out by the Developer for the purposes of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to this agreement; and

2.5. After execution and registration of the present Joint Development Agreement and simultaneous to the release of the balance security deposit at the rate of Rs. 46,00,000/- (Rupees Forty Six Lacs Only) per acre i.e. Rs. 12,02,02,600 (Rupees Twelve Crores Two Lacs Two Thousand Six Hundred Only) of the Project Land to Emaar MGF from the Escrow Account, Emaar MGF shall hand over NOC and shall execute and deliver a Power of Attorney (POA) as defined in Schedule –II to this JDA, draft whereof is attached to this JDA as Schedule-III, to the Developer, which forms part of this agreement and can be presented by the Developer to any related party and as and when required in order to ensure that the Developer has all the rights relating to develop and conveyance the premises forming part of the Project.

3. REPRESENTATIONS AND WARRANTIES

Each of the Parties represents and warrants to the other that:

3.1. It has the power and capacity to execute and deliver this agreement and entering into the transactions contemplated herein.

3.2. This agreement has been duly executed by the Parties and upon execution and

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delivery, will be a legal, valid and binding obligation of such Party enforceable in accordance with its terms.

3.3. The execution and delivery of this agreement by the Parties and the promises, agreements or undertakings of such Party contained in under this agreement do not violate any law, rule, regulation or order applicable to them or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which the such Party is a party or which are applicable to such Party.

4. RIGHTS AND OBLIGATIONS OF LAND OWNERS AND EMAAR MGF

Land Owners and Emaar MGF shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for execution of sale deeds and other documentation in favour of the prospective purchasers of the premises constructed on the Project Land.

5. RIGHTS AND OBLIGATIONS OF THE DEVELOPER

5.1. Development of the Project

The Developer shall be entitled to do/perform all acts things, deeds and matters pertaining to the development of the Project on the Project Land as contemplated under this Agreement, including,

5.2. Development Rights:

(a) The Developer and the Project Team shall be entitled to enter upon the Project Land or part thereof for the purpose of exercise of the Development Rights assigned to the Developer.

(b) The Developer shall be entitled to appoint the Project Team of their choice, and also submit the Plans prepared for sanction and apply for quotas, of all controlled building material such as cement, steel etc to the relevant authorities.

(c) The Developer shall be entitled to carry out full, free, uninterrupted, exclusive and irrevocable development of the Project over the Project Land on the basis of the sanctioned plans by the governmental authorities and in seeking compliance with the statutory approvals and applicable laws.

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(d) The Developer shall be entitled to remain in possession of the Project Land or part thereof till the completion of the Project and the sale of the entire premises constructed thereon.

(e) The Developer shall be entitled to execute documents of transfer, deeds and writings of transfer as may be required in respect of the premises to be constructed on the Project Land or any part thereof in favour of any transferees and shall solely be liable to such transferees/third party without any reference to Owners.

5.3. **Marketing, Booking and Selling Rights:**

(a) The Developer shall be entitled to book and sell the area developed in the Project in such manner as it may deem fit without requiring any consent from Owners and shall be entitled to take all decisions relating to the exercise of the Development Rights and marketing of the premises constructed on the Project Land.

(b) The Developer shall be entitled to receive the consideration for all the bookings and selling of the area developed in the Project. The Developer shall enjoy full, free, uninterrupted, exclusive and irrevocable marketing of the premises to be constructed on the Project Land or part thereof by way of sale/lease/license or any other manner of transfer or creation of third party rights therein, and enter into agreements with such transferee/s as it deems fit and on such marketing, receive the full and complete proceeds in its own name on such marketing and give effectual receipts and hand over possession / use / occupation of the premises to be constructed on the Project Land or any part thereof without creating any liability on Land Owners or any of the Other Owners. Land Owners shall provide Power of Attorney, Board Resolutions of the Land Owners in favour of developer to fulfil such obligation of the developer.

5.4. **Right to deal with Government Authorities**

Developer shall deal with all the concerned government authorities including the Lucknow Development Authority (LDA) and the Government of Uttar Pradesh and all its ministries and departments, Government of India and all its ministries and departments, concerned public /statutory authorities/private utilities with respect to the development of the Project and the marketing of such premises and

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apply for, deal with, appear before and obtain from the concerned authorities all such orders, certificates, permissions, extensions, modifications, clearances as may be necessary for the full, free, uninterrupted and exclusive development of the Project Land or any part thereof and the marketing of the premises to be constructed thereon. Land Owners shall provide all requisites documents, Power of Attorney, Board Resolutions to the Developer to fulfil all/ any such obligation of this Agreement.

5.5. **Other Rights**

5.5.1. The Developer shall be entitled to create mortgages / charges / encumbrances etc. of any nature whatsoever on the Project Land or any part thereof/ the premises to be constructed on the Project Land, without making Land Owners or any of the Other Owners liable for repayment for the purpose of development of the Project. All liabilities in this regard shall be discharged by the Developer alone.

5.5.2. The Developer shall be free to appoint a professional agency for the maintenance of the Buildings and various services on the completion of the Project. The lessees or transferees shall pay charges at such rates as shall be deemed fit by the Developer or such agency as the case may be. The agreements to lease or sale or other documents executed with the prospective lessees or buyers including the memorandums of understanding to be executed with such lessees or transferees may have suitable provisions for the same.

5.6. **Obligations of Developer**

5.6.1. The Developer shall be responsible for development of the Project at its own cost and expense in conformity with all approvals, applicable laws, statutory compliances and sanctioned plans.

5.6.2. The Developer shall, based on the plans as approved and secured from the concerned Governmental Authorities, develop the Project Land.

5.6.3. All facilities and amenities in the Buildings shall be provided by the Developer. The development shall be carried out in accordance with the Detailed Drawings.

5.6.4. The Developer shall provide all facilities and amenities to the Project Land and carry out all the infrastructural work, including leveling,

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water storage facilities, ——————— water mains, sewerage, storm water drains, recreation garden, boundary walls, electrical sub-stations, and all other common areas and facilities for the proposed building/s to be constructed on the Project Land or part thereof as may be required by any approval, layout plan, or order of any governmental/semi-governmental authority/ authorities.

5.6.5. The Developer shall employ and/or engage labour, workmen, personnel - skilled and unskilled to carry out the development work in accordance with the applicable laws and statutes.

5.6.6. The Developer shall be free to modify, if permitted under Applicable Law, the Detailed Drawings and the Specifications or make alterations form time to time. The Developer shall also be entitled to prepare new plans for the development of the Project Land as they deem fit.

5.6.7. The Developer shall, adhere to the Sanctioned Plan in executing the Project, provided that the Developer shall be entitled to make alterations/ adjustments in the Buildings to the extent permissible under the Applicable Law in any manner it may deem fit and proper.

5.6.8. The Developer shall be entirely responsible for the construction and development of the Project Land and shall accordingly be entitled to appoint the Project Team.

5.6.9. Developer shall be liable to make payment and/ or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, all public/ statutory authorities relating to the development of the Project Land or any part thereof. Land Owners shall provide all necessary cooperation and documents to fulfil such obligation of the Developer.

5.6.10. All outgoings and statutory dues in respect of the Project Land, including any fees in respect of conversion of land use or property taxes etc. shall be borne by Developer. Further, all outgoings and statutory dues including municipal taxes, rates, cesses, municipal fees, deposits, development charges, payments to governmental authorities, taxes for land under construction, and other assessments and/or dues and/or charges of any sort or in respect of the construction and development of the Project shall be borne by the Developer on its own behalf and also on behalf of Owner.

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5.6.11. Developer shall obtain part ——— occupation certificate/s/occupation certificate/s in respect of premises to be constructed on the Project Land from time to time and upon completion of the Project and the marketing of all the premises thereon constructed, obtain completion certificate/s. Land Owners shall provide all requisites documents, Power of Attorney, Board Resolutions to the Developer to fulfil all/ any such obligation of this Agreement.

6. COST AND EXPENSES

6.1. The Parties agree that the entire amount required for the cost of construction of the said Project including the charges and fees of the Architect(s), engineers, contractors, preparation of Plans as also all other statutory fees and charges incidentals including enhancements and all amounts required to be paid towards electricity and water security charges, extension fee, compounding charges, any type of renewal charges, payable on and from the Effective Date to the Government and/or any other authority for the provision of peripheral or external services/ amenities to the said Project shall be wholly to the account of the Developer.

6.2. All costs in respect of the Approvals required for the Project shall be borne by the Developer and Owners shall extend all assistance and do all acts and things as may be required by the Developer for obtaining such Approvals.

6.3. The Developer shall be solely responsible and liable for payment of all dues to its workers/ employees and statutory compliance of labour law, rule and regulations as are in force or introduced from time to time with respect to the employment of personnel, payment of wages, compensation, welfare etc. and/or for any accident or lack of safety resulting in injury or damage to workmen, plant and machinery or third party in relation to the Project. All claims and demands during construction shall be settled and cleared by the Developer and no liability on this account shall fall on any of the Owners.

7. CONSIDERATION

7.1. In view of the development of the Project Land by the Developer, the sale proceeds or the Gross Receipts realized from the project over the Project Land subject to such deductions and adjustments as provided in this Agreement shall be apportioned between the Parties.

7.2. Emaar MGF shall be entitled to receive all the revenue receipts, which may come in its share as well as in share of Land Owners pursuant to this

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Agreement. It shall be the sole responsibility of Emaar MGF to perform its obligations towards the Land Owners as per their respective Agreements and Amendatory Agreements executed between them. Omaxe shall not have any obligation whatsoever towards the Land Owners in respect of any commitments made under such Agreements and the Amendatory Agreements.

7.3. Gross Receipts from the project shall be apportioned in the following manner:

(i) Land Owner shall be entitled to adjust all advances mentioned herein as a part consideration of its share in the project. On such adjustment, refundable security deposit will cease to be refundable and will become part of Gross revenue of Emaar MGF's Share.

(ii) From the amount arrived at, after payments to Emaar MGF & Land Owners in terms of above clause 7.3(i), the Developer shall be entitled to and deduct the project cost incurred directly or indirectly by the Developer for the project on the Project Land.

(iii) From the amount arrived at, after payments to Developer in terms of above clause 7.3(ii), the Developer shall be entitled to get reimbursement of service charges of Rs.2 Lacs per acre of the Project Land.

(iv) From the net amount, after payments to Developer in terms of above clause 7.3(iii), Emaar MGF shall be entitled to its share of profit of Rs.20,000/- per acre of the Project Land. The Developer shall be entitled for all the surplus/profit in excess of Rs.20,000/- per acre of the Project Land.

8. TAXES

8.1. The Developer and Owners shall be responsible for their own income tax liability for the incomes received and/ or gains arising as a result hereof.

8.2. All taxes payable with regard to the development, construction marketing and sale of Project on and from the execution of this agreement, including but not confined to service tax, shall be paid solely by the Developer.

9. NAME OF THE PROJECT, PUBLICITY AND SIGNAGE

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9.1. The Project shall form a part of the Integrated Township, Lucknow being developed by the Developer..

9.2. The Developer shall have full right to name and brand the project and shall be the sole Owner of the Brand name of the project. Any infringement or wrong usage of the Brand of the Project will be treated as a punishable offence under the Infringement of Intellectual Properties. The Developer shall erect sign board(s) in the Project Land for advertising for sale and disposal of the built areas in the Project Land and publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s and otherwise market the Project in any manner howsoever.

9.3. Infringement: In the event Developer becomes aware of an infringer of any of the Intellectual Property i.e. the name of the project or signage, the Party becoming aware of such infringement will thereupon notify the Developer. Developer shall have sole control over whether or not to take action to attempt to cause any third party infringers to cease such infringement Owners shall reasonably cooperate with Developer in pursuing any such third party infringer. Land Owners shall take no action against such third party infringers without the prior written consent of Developer

10. TERMINATION

10.1. Without prejudice to its rights under law, in the event of breach of any terms and conditions of this agreement by any Party, the other Party shall be entitled to seek specific performance of this agreement against the defaulting Party and neither Party shall be entitled to terminate this agreement. Nothing shall prevent the Parties from enforcing their rights under this agreement in accordance with law.

10.2. The Parties shall ensure that all the disputes and differences between them are settled amicably and if there are any differences or disputes among them, the same must not affect the development of the Project in any manner whatsoever.

11. INDEMNITY

Each Party ("**Indemnifying Party**") shall keep indemnified and hold harmless the other Party ("**Indemnified Party**") against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) which may be suffered or incurred directly, or indirectly on account of failure on the part of Indemnifying Party to discharge its liabilities and/or obligations under this

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agreement or on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this agreement, provided that such failure to discharge such obligations is not on account of any wilful act or omissions of the Indemnified Party.

12. NOTICES

12.1. Unless otherwise stated, all notices, approvals, instructions, demand and other communication given or made under this agreement shall be in writing and may be given by facsimile, by personal delivery or by sending the same by pre-paid registered mail or by recognized courier addressed to the relevant Party at its address or fax number set out below (or such other address or fax number as the addressee has seven (7) days' prior written notice specified to the other Parties):

To Emaar MGF	Attention	: Mr. Abhay Kumar Mishra
	Address	: ECE House, 28, Kasturba Gandhi Marg, New Delhi- 110 001
	Facsimile Number	:
To Land Owner		: All notices, communications, letters etc. required to be made, served and communications in terms of this JDA and/or under these presents shall be in writing and shall be sent to the address of the Land Owners as set out in this MOU or such other address as the parties may notify.
To the Developer	Attention	: Mr. Diwakar Bansal
	Address	: Omaxe House, 7- Local Shopping Centre, Near Post Office, Kalkaji, New Delhi- 110 019
	Facsimile Number	:

12.2. Any notice required or permitted to be given hereunder shall be effectively served (i) if delivered personally, upon receipt by the other Party; or (ii) if sent by prepaid courier service, registered mail, within seven (7) days of being sent; or (iii) if given or made by facsimile, upon receipt of a transmission report

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confirming dispatch. Any notice — — required or permitted to be given hereunder shall be addressed to the address as given in the title to this Agreement.

13. CONFIDENTIALITY

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

(a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein; or

(b) is disclosed with the consent of the Party who supplied the information; or

(c) is, at the date this agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information; or

(d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or

(e) Is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

14. GOVERNING LAW AND JURISDICTION

This agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Subject to Clause 16 below, the Courts at Lucknow shall have jurisdiction to decide all matters arising out of this agreement and/or directly / impliedly concerning this Agreement.

15. DISPUTE RESOLUTION

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

For Accassian Buildwell Pvt. Ltd.
Authorised Signatory

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For Acutech Estates Private Limited
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.

15.1. Any dispute arising out of or in —— connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and be finally and exclusively settled by arbitration in Lucknow in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such dispute shall be referred to a panel of three arbitrators, comprising one arbitrator appointed by the Developer, one by Owner, and the two arbitrators so appointed, shall appoint the third arbitrator. The language of the arbitration shall be English.

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

16. ACQUISITION OF LAND BY GOVERNMENT

16.1 In terms of Notification No. 2236/8-1-06-45 vividh/06 Dated 28.04.2006 and 2154/8-3-11-213 vividh/10, Dated 19.08.2011 of the Uttar Pradesh, the State Government, for the development of the Integrated Township, land falling in the Township is either to be offered to the developer, whose license application is approved, or it is compulsorily acquired by the State Government under the Land Acquisition Act, 1894 for the benefit of the such developer and public at large.

16.2 In the event, steps are taken by the Government to acquire the Project Land under the Integrated Township Policy and Project Land is made available to Omaxe, the Land Owner undertake not to contest the acquisition proceedings and the acquisition shall be completed as per the terms of this Agreement.

17. Valuation of Instrument:

17.1 That the subject matter of this Instrument is agricultural land measuring 26.131 acres i.e. 10.5750 Hectares.
17.2 That the present Instrument is covered under Article 5(b-2) of Schedule 1-B of the Stamp Act, which requires stamp duty as conveyance [23 Clause (a)] for a consideration equal to the amount or value of land.
17.3 The land is notified by the Collector as that under Ati Vishishtha Gram (very special category of Villages) with a value of Rs.50,00,000/- per hectare, which comes to Rs.5,28,75,000/-. There is no construction, boring, tubewell trees on this land and there is no abadi/building within a periphery of 200

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Auth. Signatory
For Accession Buildwell Pvt. Ltd.
Auth. Signatory
For EMAAR MGF LAND PVT. LTD.
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Auth. Signatory
For Acutech Estates Private Limited
Auth. Signatory
For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

meters of this land. It is more than 100 meters away from Lucknow-Sultanpur Road and is beyond the Municipal Limits.

18. MISCELLANEOUS

18.1. **No Partnership**: Nothing contained in this agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

18.2. This agreement binds the Owners to continue as a part of the consortium and also part of this agreement till the completion of the Project.

18.3. **Time:** Any date or period as set out in any Clause of this agreement may be extended with the written consent of the Parties failing which time shall be of the essence.

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

18.5. **Counterparts:** This agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this agreement by signing any one or more of such originals or counterparts.

18.6. **Variation:** No variation of this agreement (including its Schedules and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.

18.7. **Assignment:** The Developer, under this agreement, solely holds the rights of assigning any rights or duties/liabilities to any third party. Any other assignment by the Owners to any third party shall be considered void.

18.8. **Waiver:** No waiver shall be valid unless given in writing by the Party from whom such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Neither the waiver by any of the Parties of a breach of or a

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For Acutech Estates Private Limited
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

default under any of the provisions of this agreement, nor the failure by any of the Parties, on one or more occasions, to enforce any of the provisions of this agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

18.9. **Severability**: If any provision of this agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this agreement shall be valid, binding and of like effect as though such provision was not included herein.

18.10. **Costs:** The Developer shall bear their own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and execution of this agreement. The stamp duty, registration charges and any other related charges, fees, cost, expenses in respect of this agreement shall be borne by Developer.

18.11. **Supersession**: Except as otherwise agreed between the Parties, this agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement prior to execution of this agreement.

18.12. **Specific Performance**: This agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

18.13. Sh Ashok Bajpai is the athorised Signatory of First Party in 2 to 13 as mentioned above Paragraph.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS on the day, month and year first above written in the presence of the following witnesses:

For Omaxe LIMITED
Auth. Signatory

M/s Emaar MGF Land Limited

M/s Omaxe Limited

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

M/s Accession Buildwell Private Limited.

For Acutech Estates Private Limited.
Auth. Signatory

Acutech Estates Pvt. Ltd.

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For ADZE PROPERTIES PVT. LTD.
Auth. Signatory
ADZE Properties Pvt. Ltd.

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory
Geodesy Properties Pvt. Ltd.

For HAMLET BUILDWELL PVT. LTD.
Auth. Signatory
Hamlet Buildwell Pvt. Ltd.

For Perpetuals Realtors Pvt. Ltd.
Authorised Signatory
Perpetuals Realtors Pvt. Ltd.

For Sanskar Buildwell Pvt. Ltd.
Authorised Signatory
Sanskar Buildwell Pvt. Ltd.

For CRONY BUILDERS PVT. LTD.
Auth. Signatory
Crony Builders Pvt. Ltd.

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory
Gradient Developers Pvt. Ltd.

For Naam Promoters Pvt. Ltd.
Auth. Signatory
Naam Promoters Pvt. Ltd.

For Pushkar Projects Pvt. Ltd.
Auth. Signatory
Pushkar Projects Pvt. Ltd.

Sarvpriya Realtors Pvt. Ltd.

WITNESSES:

1. Signature
   Name Abhay Kumar Khare
   S/o / W/o / D/o Late N. K. Khare
   Address 9, Shankar Nagar Niralanagar Lucknow
   Occupation
   I.D. No.

2. Signature
   Name
   S/o / W/o / D/o
   Address Collectorate, Lucknow
   Occupation Advocate
   I.D. No.

Drafted by :

Typed by :

SCHEDULE - I

For GRADIENT DEVELOPERS PVT. LTD.

Auth. Signatory

Serial No.	Village Name	Name of the District	Gata No.	Area (In Acres)
1	Sarsawa	Lucknow	438	1.56
2	Sarsawa	Lucknow	159	0.43
3	Sarsawa	Lucknow	148, 149kha	0.66
4	Sarsawa	Lucknow	151	1.75
5	Sarsawa	Lucknow	457	1.00
6	Sarsawa	Lucknow	476, 477	2.39
7	Sarsawa	Lucknow	420	0.53
8	Sarsawa	Lucknow	403	0.38
9	Sarsawa	Lucknow	686	0.46
10	Sarsawa	Lucknow	159	0.86
11	Sarsawa	Lucknow	442	2.29
12	Sarsawa	Lucknow	466	0.57
13	Sarsawa	Lucknow	465	0.50
14	Sarsawa	Lucknow	158	0.34
15	Sarsawa	Lucknow	467	0.59
16	Sarsawa	Lucknow	420	0.53
17	Ahma Mau	Lucknow	75	0.67
18	Sarsawa	Lucknow	420	1.06
19	Sarsawa	Lucknow	153	1.62
20	Ahma Mau	Lucknow	74	0.27
21	Sarsawa	Lucknow	159	0.43
22	Sarsawa	Lucknow	148, 149kha	0.66
23	Sarsawa	Lucknow	163	0.40
24	Sarsawa	Lucknow	148	0.63
25	Sarsawa	Lucknow	415	1.17
26	Sarsawa	Lucknow	444, 445, 469	3.43
27	Sarsawa	Lucknow	478	0.96
			For Accession Buildwell Pvt. Ltd.	26.13

For EMAAR MGF LAND PVT. LTD.

Auth. Signatory

Authorised Signatory

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

For CRONY BUILDERS PVT. LTD.

Boundaries of Land of Khasra No. 74 of Ahmamau

East : Chak Road
West : Land of Khasra No. 73
North : Chak Road thereafter land of Khasra No. 284
South : Land of Khasra No. 73

Boundaries of Land of Khasra No. 75 of Ahmamau

East : Chak Road
West : Land of Khasra Nos. 73 & 74
North : Chak Road thereafter land of Khasra No. 284
South : Land of Khasra No. 76

Boundaries of Land of Khasra No. 148 of Sarsawa

East : Land of Khasra No. 149
West : Land of Khasra No. 145
North : Land of Khasra No. 148 part
South : Land of Khasra Nos. 138, 139 & 140

Boundaries of Land of Khasra No. 149Kh of Sarsawa

East : Land of Khasra No. 150
West : Land of Khasra No. 148
North : Land of Khasra No. 151
South : Land of Khasra Nos. 138, 139

Boundaries of Land of Khasra No. 151 of Sarsawa

East : Land of Khasra Nos. 451, 448, 440 & 439
West : Land of Khasra No. 148 & 160
North : Land of Khasra No. 154 & 160
South : Land of Khasra Nos. 149, 150 & 448

For Accession Goldwell Pvt. Ltd.
Authorised Signatory

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For Acutech Estates Private Limited
Auth. Signatory

For ADZE PROPERTIES PVT. LTD.
Auth. Signatory

For ORONY BUILDERS PVT. LTD.
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

For MAXE
Auth. Signatory

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

Boundaries of Land of Khasra No. 153 of Sarsawa

East : Land of Khasra No. 439 & 440
West : Land of Khasra No. 160
North : Land of Khasra No. 154
South : Land of Khasra Nos. 151 & 448

Boundaries of Land of Khasra No. 158 of Sarsawa

East : Land of Khasra No. 159
West : Land of Khasra No. 162, 163 & 164
North : Land of Khasra No. 168
South : Land of Khasra Nos. 160

Boundaries of Land of Khasra No. 159 of Sarsawa

East : Land of Khasra No. 154
West : Land of Khasra No. 159
North : Land of Khasra No. 168
South : Land of Khasra Nos. 160

Boundaries of Land of Khasra No. 163 of Sarsawa

East : Land of Khasra No. 159
West : Land of Khasra No. 77
North : Land of Khasra No. 164
South : Land of Khasra Nos. 162

Boundaries of Land of Khasra No. 403 of Sarsawa

East : Chak Road
West : Land of Khasra No. 404
North : Land of Khasra No. 402
South : Land of Khasra No. 405

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For Aqutech Estates Private Limited
Auth. Signatory

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Auth. Signatory

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

For GMAXE LIMITED
Auth. Signatory

For GRADIENT DEVELOPERS PVT. LTD
Auth. Signatory

Boundaries of Land of Khasra No. 415 of Sarsawa

East : Land of Khasra No. 414
West : Land of Khasra No. 420
North : Land of Khasra No. 392 & 393
South : Land of Khasra No. 416

Boundaries of Land of Khasra No. 420 of Sarsawa

East : Land of Khasra No. 415
West : Land of Khasra No. 444, 435 & 433
North : Land of Khasra No. 392
South : Land of Khasra No. 419

Boundaries of Land of Khasra No. 438 of Sarsawa

East : Land of Khasra No. 436
West : Land of Khasra No. 154 & 155
North : Land part of Khasra No. 438
South : Land of Khasra No. 439 & 442

Boundaries of Land of Khasra No. 442 of Sarsawa

East : Land of Khasra Nos. 444 & 445
West : Land of Khasra No. 439 & 440
North : Land of Khasra No. 436 & 438
South : Land of Khasra No. 441

Boundaries of Land of Khasra No. 444 of Sarsawa

East : Land of Khasra No. 417, 418, 419 & 420
West : Land of Khasra No. 442
North : Land of Khasra No. 435 & 436
South : Land of Khasra No. 445

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Boundaries of Land of Khasra No. 445 of Sarsawa

East : Land of Khasra No. 417
West : Land of Khasra No. 441 & 442
North : Land of Khasra No. 444
South : Land of Khasra No. 467 & 468

Boundaries of Land of Khasra No. 457 of Sarsawa

East : Land of Khasra No. 455 & 457 part
West : Land of Khasra No. 452 & 453
North : Land of Khasra No. 458
South : Land of Khasra No. 454 & 455

Boundaries of Land of Khasra No. 465 of Sarsawa

East : Land of Khasra No. 466
West : Land of Khasra No. 449
North : Chak Road
South : Land of Khasra No. 464

Boundaries of Land of Khasra No. 466 of Sarsawa

East : Land of Khasra No. 467
West : Land of Khasra No. 465
North : Chak Road
South : Land of Khasra No. 463 & 464

Boundaries of Land of Khasra No. 467 of Sarsawa

East : Land of Khasra No. 468
West : Land of Khasra No. 466
North : Chak Road
South : Land of Khasra No. 463

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

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Authorised Signatory

For OMAXE LIMITED
Auth. Signatory

For Acutech Estates Private Limited
Auth. Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For GRADIENT DEVELOPERS PVT. LTD
Auth. Signator

For ADZE PROPERTIES PVT. LTD.
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

Boundaries of Land of Khasra No. 469 of Sarsawa

East : Land of Khasra No. 470 & 471
West : Land of Khasra No. 461
North : Land of Khasra No. 468
South : Land of Khasra No. 560

Boundaries of Land of Khasra No. 476 of Sarsawa

East : Land of Khasra No. 481
West : Land of Khasra No. 468
North : Land of Khasra No. 477
South : Land of Khasra No. 475

Boundaries of Land of Khasra No. 477 of Sarsawa

East : Land of Khasra No. 479 & 481
West : Land of Khasra No. 468
North : Land of Khasra No. 478
South : Land of Khasra No. 476

Boundaries of Land of Khasra No. 478 of Sarsawa

East : Land of Khasra No. 479
West : Land of Khasra No. 468
North : Land of Khasra No. 417
South : Land of Khasra No. 477

Boundaries of Land of Khasra No. 686 of Sarsawa

East : Land of Khasra No. 687
West : Land of Khasra No. 683
North : Land of Khasra No. 533
South : Land of Khasra No. 684 & 685

For EMAAR MGF LAND PVT. LTD.
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Auth. Signatory

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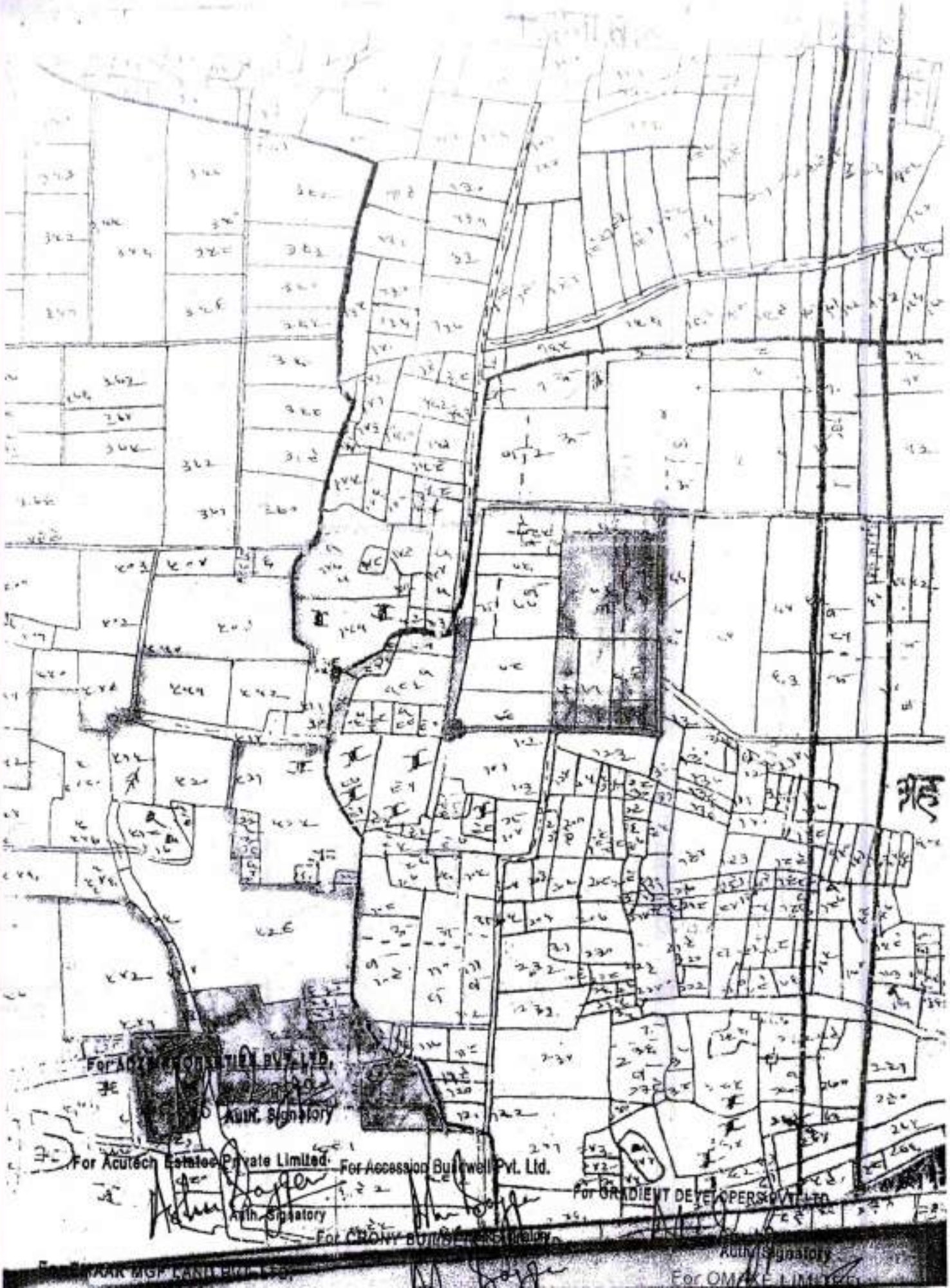
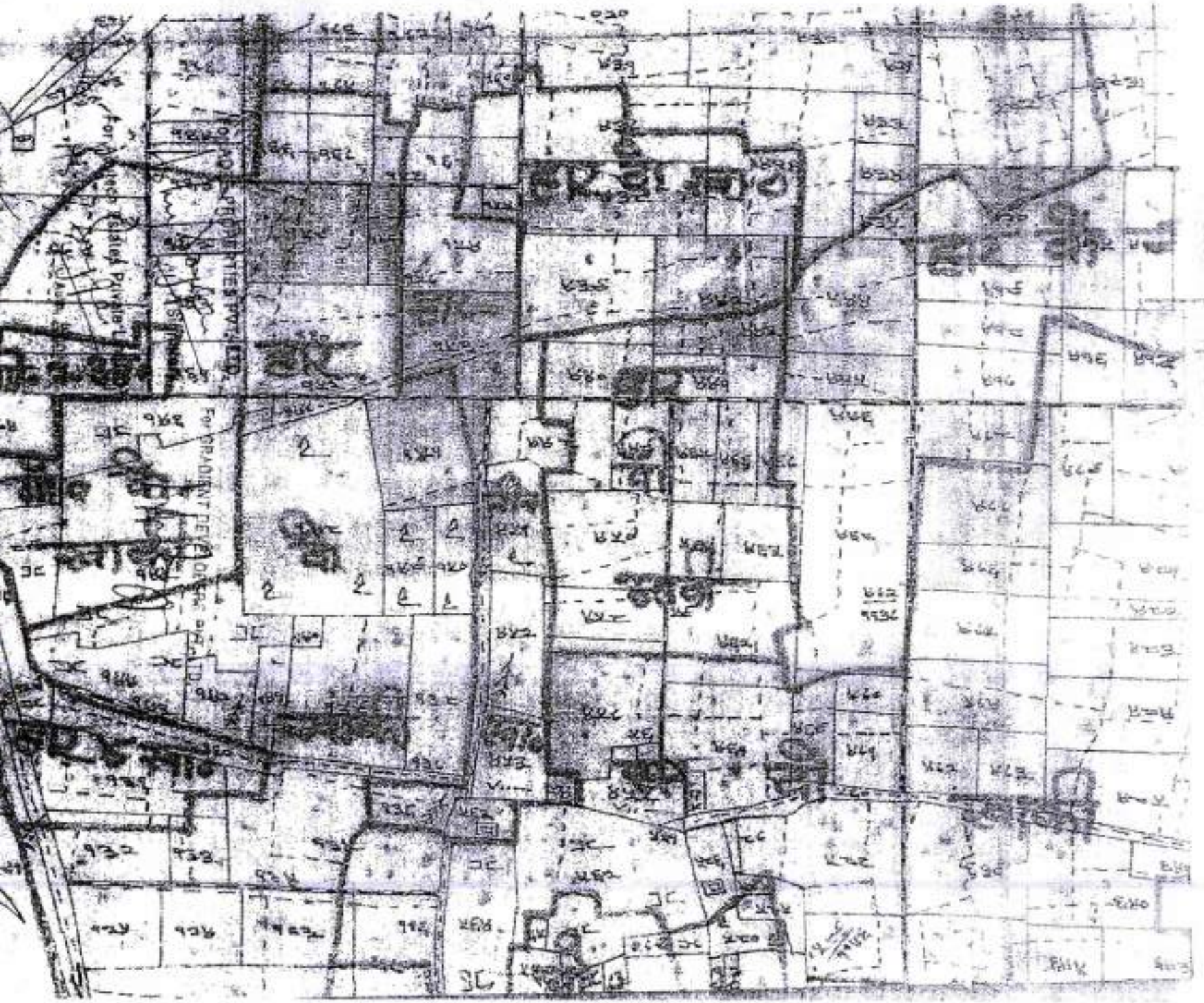
For ADZE PROPERTIES PVT. LTD.
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory


For Acutech Estates Private Limited
Authr. Signatory
For Accession Buildwell Pvt. Ltd.
Authr. Signatory
For GRADIENT DEVELOPERS PVT. LTD.
Authr. Signatory
For OMAKE LIMITED



SCHEDULE II

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

"**Agreement**" means this Joint Development Agreement and includes all recitals, Schedules, or exhibits that may be annexed to this Agreement now or at a later date and any amendments made to this Agreement by all the Parties in writing, in accordance with the terms hereof;

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

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

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

"**Buildings**" means the buildings, structures and constructions to be constructed in terms of the Sanctioned Plan for the development of the Project;

"**Business Days**" means any day other than a Saturday, Sunday or any days on which banks are not open for transaction of normal banking business in Delhi and Uttar Pradesh, India;

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

For EMAAR MGF LAND PVT. LTD.
Auth. Signatory

For Accession Buildwell Pvt. Ltd.
Auth. Signatory

For OMAXE LIMITED
Auth. Signatory

For CRONY BUILDCON PVT. LTD.
Auth. Signatory

For Acutech Estates Private Limited
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Auth. Signatory

For ARZE PROPERTIES PVT. LTD.

For GRADIENT DEVELOPERS PVT. LTD.
Auth. Signatory

technology, or information received from others that a Party is obligated to treat as confidential;

"**Detailed Drawings**" mean the detailed drawings and Plan of the Buildings outlining the entire lay-out and design of the Project and prepared based on the Sanctioned Plan;

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

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

"**Plan**" means the drawings and plan for the Buildings prepared by the Developer in accordance with applicable rules, bye laws and regulations;

"**POA**" means Power of Attorney to be executed by Owners in favour of Developer substantially in the form, set out in **Schedule III**;

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

"**Project**" means a project relating to development and construction of a housing scheme on the Project Land, which is morefully detailed in **Schedule IV** hereto;

"**Project Land**" has the meaning ascribed to the term under Recital A above, which is described in Schedule I hereto;

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

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

For EMAAR MGF LAND PVT. LTD.
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Authorised Signatory

For CRONY BUILDERS PVT. LTD.
Auth. Signatory

For OMAXE LIMITED
Auth. Signatory

For Acutech Estates Private Limited
Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.
Auth. Signatory

For ADZE PROPERTIES PVT. LTD.

For GRADIENT DEVELOPERS PVT. LTD.

Auth. Signatory Auth. Signatory

SCHEDULE- III

Auth. Signatory

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on this _____ day of _____, 2012 by M/s Emaar MGF Land Limited, a Company Incorporated under the Companies Act, 1956 having its registered office at ECE House, 28, K.G. Marg, New Delhi-110001 through its Authorised Signatory Mr. _____ (hereinafter referred to as '**the Executant**').

WHEREAS the Executant was having the development rights of the land admeasuring 26.131 acres more clearly described in **Schedule-I** (hereinafter referred to as the "**said Land**").

AND WHEREAS the Executant has entered into a Joint Development Agreement dated _____ with the **M/s Omaxe Limited** for the development of the said Land on the terms and conditions mentioned therein.

AND WHEREAS, to implement the objectives of the said Joint Development Agreement, the Executant has agreed to execute a Power of Attorney in terms of Clause No. 2.5 of the said Joint Development Agreement in favour of the M/s Omaxe Limited.

NOW THEREFORE, the Execuant do hereby appoint, nominate and constitute (hereinafter referred to as "**Attorney**") as its true and lawful attorney and to do all acts, deeds and things as may be required to be done from time to time in respect of the said Land and developments thereon including the powers as mentioned hereunder:

1. To manage, control, look after and supervise the said land in the manner prescribed in the said Joint Development Agreement.

2. To enter upon and survey the Said Land forming subject matter of the Said Project, prepare layout plan and service plans submit application for grant of licence to the concerned authorities, prepare development scheme, develop and divide the same in plots at its own cost and expenses, to book various plots with or without construction thereon for sale to such persons and at such price and terms and conditions as it may deem fit and proper, to receive the sale consideration from the intending purchasers of the Plot(s)/Unit(s) to issue money receipts therefore in its own name and to execute relevant document including the agreements for sale and sale deeds etc.

3. To represent in all the offices of Central Government, State Government, Development Authority, Income Tax Department or any other Government Authority/Local Body and to sign and file any

For EMAAR MGF LAND PVT. LTD. For ADZE PROPERTIES PVT. LTD. For OMAXE LIMITED

For Accession Buildwell Pvt. Ltd.

Auth. Signatory Auth. Signatory

निक्षय अनुबंध विलेख

प्रतिफल	बातिपत	अग्रिम धनराशि	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	शब्द लगभग
52,875,000.00		10,000.00	40	10,040.00	2,000	

इमार एम0जी0एफ0 लैण्ट लि0 द्वारा अधि0हस्0 अभय कुमार मिश्रा
पुत्र श्री बी0 एल0 मिश्रा
व्यवसाय नौकरी
निवासी स्थायी ई0सी0ई0 हाऊस 28 खुर्शेदबाग गांधी मार्ग नई दिल्ली
अस्थायी पता
ने यह लेखपत्र इस कार्यालय में दिनांक 3/8/2012 समय 1:18PM
बते निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एच.के.पाण्डेय
उप-निबन्धक (द्वितीय)
लखनऊ
3/8/2012

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू प्रलेखानुसार उक्त

विक्रेता

इमार एम0जी0एफ0 लैण्ट लि0 द्वारा अधि0हस्0
अभय कुमार मिश्रा
पुत्र श्री बी0 एल0 मिश्रा
पेशा नौकरी
निवासी ई0सी0ई0 हाऊस 28 खुर्शेदबाग गांधी मार्ग
नई दिल्ली

एसे0 बि0 प्रा0लि0 द्वारा अधि0हस्0 व अन्य बी0
अधि0हस्0 आशु बाजपेई
पुत्र श्री रमेश चन्द्र बाजपेई
पेशा नौकरी
निवासी ई0सी0ई0 हाऊस प्रथम तल 28 खुर्शेदबाग
गांधी मार्ग नई दिल्ली

क्रेता

ओमेक्स लि0 द्वारा अधि0हस्0 अशोक कुमार
उपाध्याय
पुत्र श्री पारस नाथ उपाध्याय
पेशा नौकरी
निवासी ओमेक्स हाऊस 7-लोकल शॉपिंग सेन्टर निकट
पो0आकिस कालकाजी नई दिल्ली

letter, document, affidavit, representation and petition for all and any licences, building plan, permissions, approvals and consents required by any statute, order, statutory instrument, regulation, bye-laws or otherwise in connection with the development of the said Land as part of Hi-tech Township or any other development as may be permissible under law and market the development thereon including sale of Plot(s)/Unit(s) etc. and for purposes incidental thereto and to make payments or charges due and receive refunds and to take all necessary steps and to do or cause to be done all such acts, matter and things for the purposes aforesaid.

4. To make and prepare and/or cause to be made and prepared all such plans, specifications, maps and designs and/or any alterations in the existing plans and/or specifications as may be necessary required and advisable including for the purpose of sanction of Layout/Building Plan and/or for the purpose of constructing the buildings, and/or other structures on the said Land utilizing the entire FAR or any increased FAR available in future in respect of the said Land as may be permissible by the Competent Authority from time to time.

5. To apply for and obtain all requisite permissions and approvals as may be required for development of the said Land for constructions thereon by way of erection of building and other structures and for that purpose to sign, file and submit layout plan, building plan, services plan, revised/modified building plan and services plan before the concerned authorities, Municipal Authority and/or any other local authority under State Government and/or Central Government as may be required from time to time.

6. To sign, file and execute all applications, representations, affidavits, undertakings, indemnity bonds and such other papers and documents as may be required by concerned authorities for the purpose of obtaining requisite permissions, approvals, NOC from the concerned authorities such as fire Department, Licensing Authorities, Municipal Authorities and/or authorities in charge of Sewer, Water, Electricity, National Highways any other concerned authorities connected with sanction of building plan raising of structures of the said Complex and any other thing connected therewith.

7. To commence, carry out and complete and/or cause to be commenced, carried out and completed construction work on the said Land in accordance with the sanctioned lay out/ building plans and specifications whether amended or otherwise and carryout the terms and conditions of such sanctioned plans, Commencement Certificate, layout etc.

8. To make necessary applications for procuring permits and quotations for cement, steel and other building materials and for the purpose to sign and execute such applications, affidavits, undertakings,

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For OMAKE LIMITED
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For Acutech Estates Private Limited.
Auth. Signatory

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ने निष्पादन स्वीकार किया ।
जिसकी पहचान श्री अभय कुमार खरे
पुत्र श्री स्व0 एन0 के0 खरे
पेशा नौकरी
निवासी 9 शंकर नगर निराला नगर लखनऊ
व श्री सर्वेश गुप्ता एडवो0
कलेक्ट कोर्ट लखनऊ
पेशा वकालत
निवासी
ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एच.के.पाण्डेय
उप-निबन्धक (द्वितीय)
लखनऊ
3/8/2012

indemnity bonds and such documents etc. as may be required and to represent before the concerned authorities and to receive the same and make payments for such permits, quotations etc.

9. To apply for and obtain, connections interalia for water, sewerage, electricity and roads and to do all acts, deeds, things and matters for the said purposes to lay and install all the connections.

10. To apply for and obtain the Completion Certificate and/or Occupancy Certificate from the concerned authorities and for that purpose to sign, execute file and submit the completion plans, application, notice and all such other papers and documents as may be required from time to time.

11. To advertise and issue printed material regarding the project in its own name and engage broker/dealers for booking/sale of the built-up/saleable areas of the said Complex.

12. To book/reserve saleable developed plots/built-up spaces in the said Land and / or any development thereon either by itself or through its broker and to issue Allotment Letter/ execute Agreement in favour of prospective buyers, to undertake correspondence and issue demand letters to the prospective buyers vis-à-vis their saleable built-up commercial spaces so booked/reserved by it and for this purpose to conduct/undertake advertisement, launching/promotion campaign and to issue printed material relating to the said Project and to engage brokers/dealers for booking of the built-up saleable areas.

13. To receive booking/sale consideration, all deposits, charges etc. either in down payment or in installments from its prospective buyer(s) by way of Cheque/Demand Draft/Pay Order in its own name and issue receipts thereof.

14. To execute, sign and present for registration before proper registering authority, proper sale/conveyance deed for conveying the rights, interests, liens and titles in the built up spaces with proportionate rights in the said Land or any part thereof, in favour of its intending purchaser(s) and for the purpose of conveying the same absolutely and forever in favour of its intending purchaser or his/her nominee(s) to do all acts, deeds and things which are necessary for the purpose i.e. to receive the consideration thereof and to admit the receipt thereof, and to deliver the possession thereof in its own name, to its intending purchasers or to his or her nominee(s) either physical or constructive, as may be feasible.

15. To create any lien, charge, mortgage of banks/ financial institutions on the said Land or any development or construction thereon for raising loan and also to create any charge in favour of banks or

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विक्रेता

Registration No.: 13995 Year : 2,012 Book No. : 1

0101 इमार एम0जी0एफ0 लैण्ट लि0 द्वारा अधि0हस्0 अभय कुमार f

बी0 एल0 मिश्रा

ई0सी0ई0 हाऊस 28 खुर्शीदबाग गांधी मार्ग नई दिल्ली

नौकरी

0102 एसै0 बि0 प्रा0लि0 द्वारा अधि0हस्0 व अन्य कं0 अधि0हर0 अ

रमेश चन्द्र बाजपेई

ई0सी0ई0 हाऊस प्रथम तल 28 खुर्शीदबाग गांधी मार्ग नई दिल्ली

नौकरी

institutions on the built-up saleable units booked in the names of its prospective purchasers on their request to avail loan facility.

16. To develop, construct do and take up all necessary acts, deeds and things with regard to the said Land as enumerated herein above.

17. To appear before the revenue authority/courts and offices and to get the mutation of the said built-up saleable units in favour of the prospective purchasers.

18. To contest / defend or otherwise deal with proposals to include all or any portion of the Said Land in an order for the compulsory acquisition thereof or in a clearance or development order to be made under statutory powers and to take all necessary proceedings arising under such orders including application to the appropriate authorities and appeals therefrom and receiving of payment of compensation or any other payment relating thereto in my name or in their own name.

19. To serve on the appropriate authority or person a notice requiring the purchase of the Said Land or any part thereof or any interest therein in respect of which a right to serve such a notice may be conferred by or under any statute or agreement or on any other ground and to take such steps or proceedings including the compromise of any claim in relation to any such notice as it/they may think fit.

20. To ward off and prohibit and if necessary proceed against in due form of law against all trespassers on the said Land and to take appropriate steps whether by action or otherwise to abate all nuisances.

21. To sign, institute, conduct and present all kind of suits, petitions or claims, objections, complaints, appeals, plaints, reviews, revisions, written statement, applications, contract, affidavits, undertakings, indemnity bond, agreements etc. in all courts and offices to proceed in all the proceedings filed in the name of and against the Executant regarding the said complex, compromise and compound the cases, to withdraw them, to deposit and withdraw money/to deposit and withdraw documents and to issue receipt and to take every step for the same regarding the said complex.

22. To appoint, retain and employ counsels, pleaders, advocates or other attorney and issue Mukhtarnamas, Vakalatnamas and warrants of attorney, whenever the said attorney shall think expedient.

23. To appoint one or more attorneys and to remove and/ or reappoint in place of the said attorneys and confer upon such attorneys all or any of the powers conferred herein and the Said Attorney may delegate all or any of the aforesaid powers to any other person or persons.

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Auth. Signatory

For ADZE PROPERTIES PVT. LTD.

क्रेता

Registration No. : 13995 Year : 2,012 Book No. : 1

0201 ओमेक्स लि0 द्वारा अधि0हस्0 अशोक कुमार उपाध्याय

पारस नाथ उपाध्याय

ओमेक्स हाऊस 7-लोकल शॉपिंग सेन्टर निकट पो0आफिस कालकाजी

नौकरी

And generally to do all other acts, deeds, matters and things whatsoever in or about the said Land/ township or group housing project as contemplated in the said Joint Development Agreement either particularly or generally described as amply and effectually and to/ for all intents and purposes as the Executant could do.

And I, the Executant, hereby agree and undertake to admit, ratify and confirm all and whatever the said Attorney or Attorneys shall lawfully do or cause to be done with regard to the aforesaid, which is within the scope of the said Joint Development Agreement, by virtue of these presents and all such acts, deeds and things done or caused to be done by the said attorney or by any of the delegates shall be deemed to have been done by the Executant and the Executant hereby agrees that it will ratify/confirm all whatever the said attorney(s) or its/their delegates shall do or cause to be done by virtue of the powers conferred by these presents.

The Executant hereby declares that this instrument shall be binding also on its successors in interest.

IN WITNESS WHEREOF the said Executant hereto have hereunto set and subscribed their hands on this Power of Attorney on the day, month and year first above written in the presence of the following witnesses who have signed these presents in the presence of the Executant(s):

SIGNED AND DELIVERED by

the within named Executant

(_____)

WITNESSES:

1.

2.

For Accession Buildwell Pvt. Ltd.
Authorised Signatory

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Auth. Signatory

For ADZE PROPERTIES PVT. LTD.
Auth. Signatory

आज दिनांक 03/08/2012 को

बही सं. 1 जिल्द सं. 12888

पृष्ठ सं. 47 से 138 पर कमांक 13995

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

एच.के.पाण्डेय

उप-निबन्धक (द्वितीय)

लखनऊ

3/8/2012