

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 :

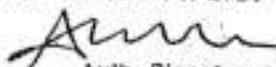
To Land Owner : All notices, communications, letters etc. required to be made, served and communications in terms of this JDA and/or under these presents shall be in writing and shall be sent to the address of the Land Owners as set out in this MOU or such other address as the parties may notify.

To the Developer Attention : Mr. Diwakar Bansal
Address : Omaxe House,
7- Local Shopping Centre,
Near Post Office, Kalkaji,
New Delhi- 110 019
Facsimile Number :

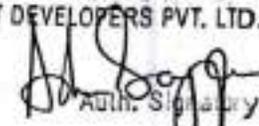
12.2. Any notice required or permitted to be given hereunder shall be effectively served (i) if delivered personally, upon receipt by the other Party; or (ii) if sent by prepaid courier service, registered mail, within seven (7) days of being sent; or (iii) if given or made by facsimile, upon receipt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

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

For EMAAR MGF LAND PVT. LTD.

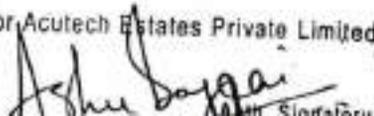

Auth. Signatory


Authorised Signatory

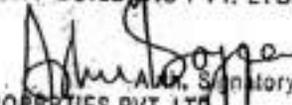

Auth. Signatory

For CRONY BUILDERS PVT. LTD.

For Acutech Estates Private Limited.


Auth. Signatory

21
For GEODESY PROPERTIES PVT. LTD.


Auth. Signatory

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.
 For Accession Builders Pvt. Ltd. *Ashu Sagar* *Ashu Sagar*
 Auth. Signatory Auth. Signatory

For EMAAR MGF LAND PVT. LTD. *Arun*
 Auth. Signatory

For CRONY BUILDERS PVT. LTD. *Ashu Sagar*
 Auth. Signatory

For Acutech Estates Private Limited. *Ashu Sagar*
 Auth. Signatory

For GEODESY PROPERTIES PVT. LTD. *Ashu Sagar*

- 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 I-B of the Stamp Act, which requires stamp duty as conveyance [23 Clause (a)] for a consideration equal to the amount OF 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

For EMAAR MGF LAND PVT. LTD.

[Signature]
Auth. Signatory

For Acutech Estates Private Limited.

[Signature]
Auth. Signatory

For Accession Buildwell Pvt. Ltd.

For CRONY BUILDERS PVT. LTD.

For GEODESY PROPERTIES PVT. LTD.

For GRADIENT DEVELOPERS PVT. LTD.

[Signature] *[Signature]*
Auth. Signatory

[Signature]
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. For GRADIENT DEVELOPERS PVT. LTD.

For EMAAR MGF LAND PVT. LTD.
[Signature]
Auth. Signatory

[Signature]
Auth. Signatory
For CRONY BUILDERS PVT. LTD.

For Acutech Estates Private Limited.
[Signature]
Auth. Signatory

[Signature]
Auth. Signatory
For GEODESY PROPERTIES PVT. LTD.

For ADTE

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. *Sr. Ashu Bajpai is the authorised signatory of first Party No 2 to 13 as mentioned above.*

Ashu Bajpai

Ashu Bajpai

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:

Ashu Bajpai
M/s Emaar MGF Land Limited

OF OMAXE LIMITED
Ashu Bajpai
Auth. Signatory
M/s Omaxe Limited

For Accession Buildwell Pvt. Ltd.
Ashu Bajpai
M/s Accession Buildwell Private Limited
Authorised Signatory

For Acutech Estates Private Limited.
Ashu Bajpai
Auth. Signatory
Acutech Estates Pvt. Ltd.

For EMAAR MGF LAND PVT. LTD.
Ashu Bajpai
Auth. Signatory

For ADZE PROPERTIES PVT. LTD.

Ashu Baggi
Auth. Signatory

ADZE Properties Pvt. Ltd.

For GEODESY PROPERTIES PVT. LTD.

Ashu Baggi
Auth. Signatory

Geodesy Properties Pvt. Ltd.

For HAMLET BUILDWELL PVT. LTD.

Ashu Baggi
Auth. Signatory

Hamlet Buildwell Pvt. Ltd.

For Perpetual Rea...

Ashu Baggi
Authorised Signatory

Perpetuals Realtors Pvt. Ltd.

For Sanska.

Ashu Baggi
Authorised Signatory

Sanskar Buildwell Pvt. Ltd.

Authorised Signatory

26

For CRONY BUILDERS PVT. LTD.

Ashu Baggi
Auth. Signatory

Crony Builders Pvt. Ltd.

For GRADIENT DEVELOPERS PVT. LTD.

Ashu Baggi
Auth. Signatory

Gradient Developers Pvt. Ltd.

For Naam Promoters Pvt. Ltd.

Ashu Baggi
Auth. Signatory

Naam Promoters Pvt. Ltd.

For Pushkar Projects Pvt. Ltd.

Ashu Baggi
Auth. Signatory

Pushkar Projects Pvt. Ltd.

Ashu Baggi
Auth. Signatory

Sarvpriya Realtors Pvt. Ltd.

WITNESSES:

1. Signature
Name

Abhay
Abhay Kumar Khare

S/o / W/o / D/o *Late N. K. Khare*
Address *9, Shankar Nagar Hiralanagar*
Kucknow

Occupation
I.D. No.

2. Signature
Name

Collector
Collector

S/o / W/o / D/o
Address *Collector, Lucknow*

Occupation *Advocate*
I.D. No.

Drafted by :

Ranvir

Typed by :

R

A. S.

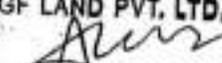
SCHEDULE - I

For GRADIENT DEVELOPERS PVT. LTD.

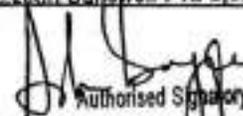

Auth. Signatory

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

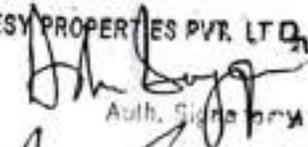
For EMAAR MGF LAND PVT. LTD.


Auth. Signatory

For CRONY BUILDERS PVT. LTD.


Authorized Signatory

For GEODESY PROPERTIES PVT. LTD.


Auth. Signatory

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

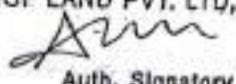
Boundaries of Land of Khasra No. 149Kh of Sarsawa

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

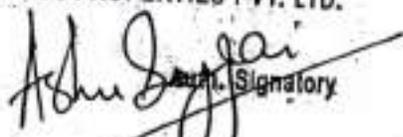
For EMAAR MGF LAND PVT. LTD,


Auth. Signatory

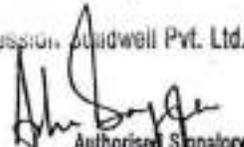
For Acutech Estates Private Limited.


Auth. Signatory

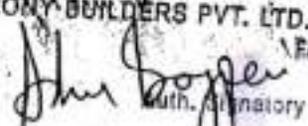
For ADZE PROPERTIES PVT. LTD.


Auth. Signatory

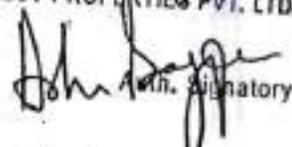
For Accession, Goodwell Pvt. Ltd.


Authorised Signatory

For ORONY BUILDERS PVT. LTD.


Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.


Auth. Signatory

For MAXE DEVELOPERS

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

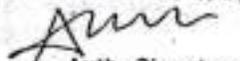
Boundaries of Land of Khasra No. 163 of Sarsawa

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

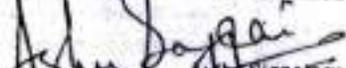
Boundaries of Land of Khasra No. 403 of Sarsawa

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 Acutech Estates Private Limited.


Auth. Signatory

For ADZE PROPERTIES PVT. LTD.


Auth. Signatory

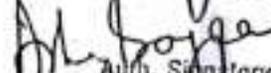
For Accession Buildwell Pvt. Ltd.


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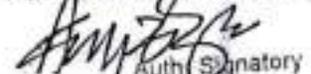
For CRONY BUILDERS PVT. LTD.


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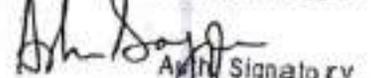
For GEODESY PROPERTIES PVT. LTD.


Auth. Signatory

For OMAXE 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

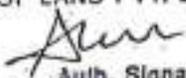
Boundaries of Land of Khasra No. 442 of Sarsawa

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

For EMAAR MGF LAND PVT. LTD.


Auth. Signatory

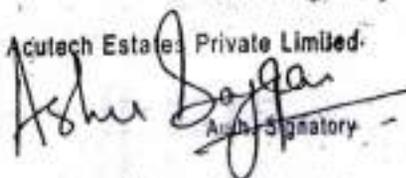
For Accession Buildwell Pvt. Ltd.


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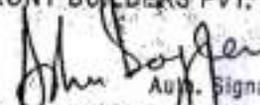
For OMAXE LIMITED


Auth. Signatory

For Acutech Estates Private Limited.


Auth. Signatory

For CRONY BUILDERS PVT. LTD.


Auth. Signatory

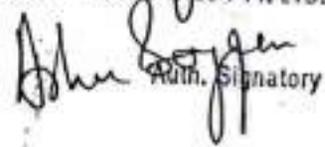
For GRADIENT DEVELOPERS PVT. LTD.


Auth. Signatory

For ADZE PROPERTIES PVT. LTD.


Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.


Auth. Signatory

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

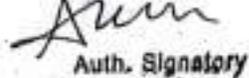
Boundaries of Land of Khasra No. 466 of Sarsawa

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

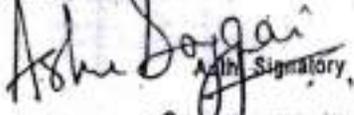
Boundaries of Land of Khasra No. 467 of Sarsawa

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

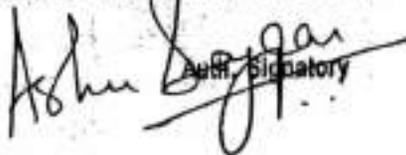
For EMAAR MGF LAND PVT. LTD.


Auth. Signatory

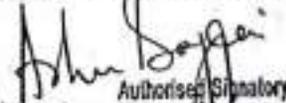
For Acutech Estates Private Limited.


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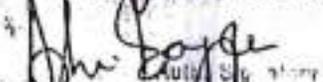
For ADZE PROPERTIES PVT. LTD.


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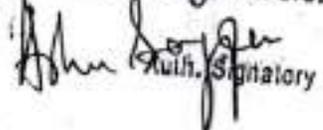
For Accession Buildwell Pvt. Ltd.


Authorised Signatory

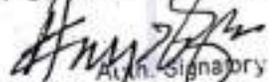
For CRONY BUILDERS PVT. LTD.


Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.


Auth. Signatory

For OMAXE LIMITED


Auth. Signatory

For GRADIENT DEVELOPERS 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

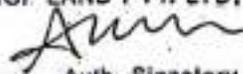
Boundaries of Land of Khasra No. 478 of Sarsawa

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

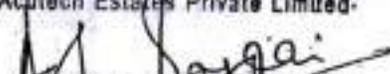
Boundaries of Land of Khasra No. 686 of Sarsawa

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.


Auth. Signatory

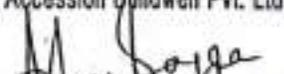
For Acutech Estates Private Limited.


Auth. Signatory

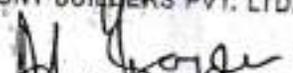
For ADZE PROPERTIES PVT. LTD.


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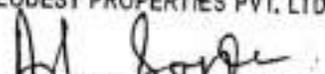
For Accession Buildwell Pvt. Ltd.


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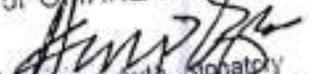
For CRONY BUILDERS PVT. LTD.


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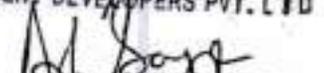
For GEODESY PROPERTIES PVT. LTD.

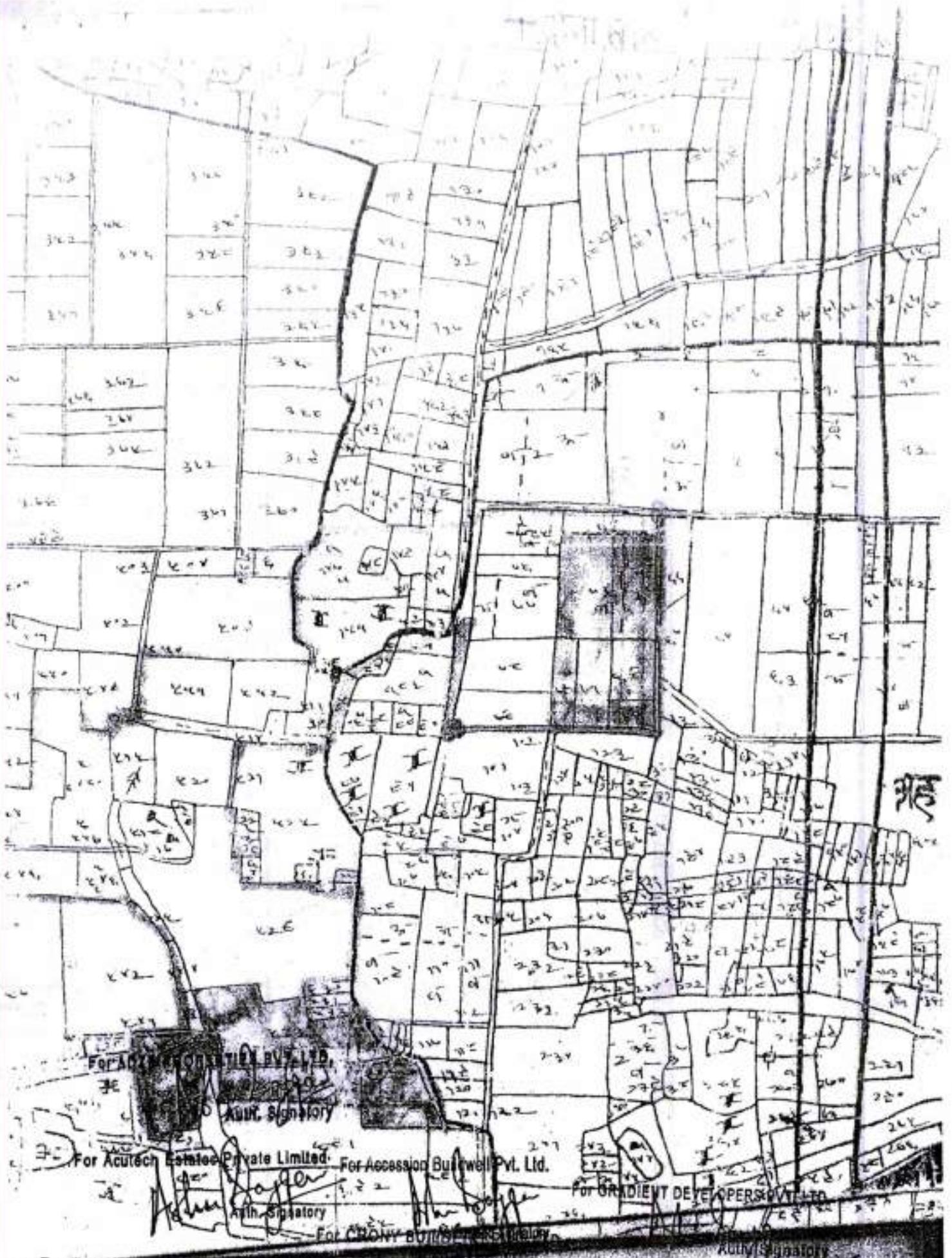

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For ONAXE LIVING


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For GRADIENT DEVELOPERS PVT. LTD.


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For Accession Buwell Pvt. Ltd.

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For Acutech Estates Private Limited.

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For Accession Buwell Pvt. Ltd.

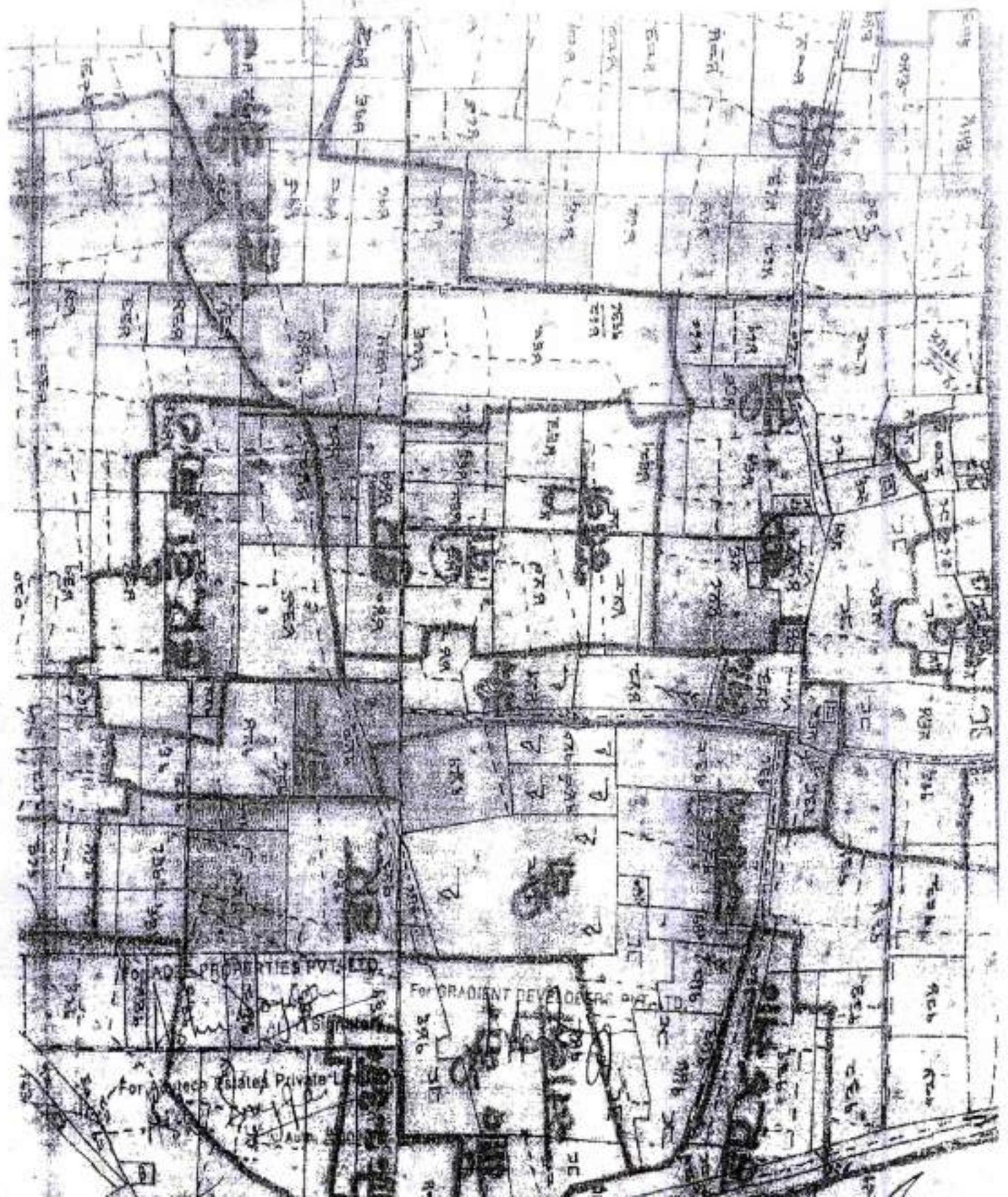
For Crown Builders Pvt. Ltd.

For Gradient Developers Pvt. Ltd.

Kuth Signatory

For O.M.K.E. Pvt. Ltd.

For M.G.P. Land Pvt. Ltd.



AD PROPERTIES PVT. LTD.

FOR GRADIENT DEVELOPERS PVT. LTD.

For Anitech Estates Private Limited

8

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,

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For Accession Buildwell Pvt. Ltd.

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For DMAXE LIMITED

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For CRONY BUILDERS PVT. LTD.

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For Acutech Estates Private Limited.

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Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.,

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Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.,

For GRADIENT DEVELOPERS PVT. LTD.

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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For Accession Builders Pvt. Ltd.

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For CRONY BUILDERS PVT. LTD.

For OMAXE LIMITED
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For Acutech Estates Private Limited.

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For GEODESY PROPERTIES PVT. LTD.

For ADZE PROPERTIES PVT. LTD.

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For GRADIENT DEVELOPERS PVT. LTD.

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SCHEDULE- III

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 Executant 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

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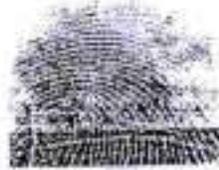
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एच.के. पाण्डेय
उप-निबन्धक (द्वितीय)

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Ashu Bajpai



letter, document, affidavit, representation and petition for all and any licence, 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 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.

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.

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.

To sign, file and execute all applications, representations, affidavits, undertakings, indemnity bonds and such other papers and documents for the purpose of obtaining requisite permissions, approvals, NOC from the 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.

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.

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,

For GRANDHART DEVELOPMENTS PVT. LTD.

Authorized Signatory
H. S. Srinivasan

For EMAAR MGF LAND PVT. LTD.

Auth. Signatory
For Acutech Estates Private Limited.

For ADZE PROPERTIES PVT. LTD.

Auth. Signatory
For Accession Builders Pvt. Ltd.

For OMAKE LIMITED

Auth. Signatory
For CROWN BUILDERS PVT. LTD.
Auth. Signatory
For GEODESY PROPERTIES PVT. LTD.



3/8/2012
 लखनऊ
 एच.के. पांडेय
 उप-निदेशक (विशेष)

शिक्षण विभाग, उत्तर प्रदेश सरकार के सहायक



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शिक्षण विभाग, उत्तर प्रदेश सरकार के सहायक
 एच.के. पांडेय
 उप-निदेशक (विशेष)
 लखनऊ, 3/8/2012

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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.

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.

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.

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.

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-a-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.

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.

To execute, sign and present for registration before proper registering authority, proper sale/conveyance deed for conveying the rights, interests, liens and tides 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.

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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For EMAAR MGF LAND PVT. LTD.

Auth. Signatory

For Acutech Estates Private Limited

Auth. Signatory

For ADZE PROPERTIES PVT. LTD.

For Accession Buildwell Pvt. Ltd.

Authorized Signatory

For CROWN BUILDERS PVT. LTD.

Auth. Signatory

For OMAXE LIMITED

Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

For GRADIENT DEVELOPERS PVT. LTD.

Auth. Signatory

विक्रेता

Registration No.: 13995

Year: 2012

Book No.: 1

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नौकरी



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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 hereunto 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 EMAAR MGF LAND PVT. LTD.

Auth. Signatory

For Aouftech Estates Private Limited.

Auth. Signatory

For AOZE PROPERTIES PVT. LTD.

Auth. Signatory

For Accessida Buildwell Pvt. Ltd.

Auth. Signatory

For CROWN BUILDERS PVT. LTD.

Auth. Signatory

For GEODESY PROPERTIES PVT. LTD.

Auth. Signatory

For GRADIENT DEVELOPERS PVT. LTD.

Auth. Signatory

For OMAXE LIMITED

Auth. Signatory



3/8/2012

राजपत्र

उप-निदेशक (हितीय)

एच.के. गुप्ता



निदेशिका अधिकांश के द्वारा

निदेशिका क्रमांक 1

पृष्ठ सं 47 से 138 पर कर्मांक 13995

शर्त सं 1 निदेश सं 12888

आज दिनांक 03/08/2012 को